

BOARD OF COMMISSIONERS

AGENDA

Monday, May 11, 2020 - 6:30 PM

VIA ZOOM and Streamed LIVE on YouTube

Pledge of Allegiance

1. Public Participation - *If you would like to participate in the meeting, please send an email to publiccomment@radnor.org. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.*
2. Consent Agenda
 - a) Disbursement Review & Approval
 - b) Approval of minutes of the Board of Commissioner meeting of April 27, 2020
 - c) Resolution #2020-44 - Award of the Contract for Line Striping of Township Roads
 - d) Acceptance of Chief's Monthly Report - May 2020
 - e) Resolution #2020-48 - Authorizing the Extension of Contract #B-17-004 for custodial services for the Radnor Township Municipal Building, and Radnor Activity Center
3. Committee Reports
 - A. Ordinance #2020-10 - **(Introduction)** Approving a Three-Year Lease for the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a Portion of the Radnor Township Municipal Building, Consisting of Approximately 2,730 Square Feet
 - B. Ordinance #2019-15 - **(Adoption)** Amending the Township Zoning Ordinance to Allow Townhouse Developments in Certain Areas of the C-3 Service Commercial District and to Provide Regulations Therefore *Applicant has requested for the ordinance to be tabled*
 - C. *Document Updated* Ordinance #2020-09 - **(Introduction)** Amending Article I, Chapter 62 of the Radnor Township Code, incorporating a Defined Contribution Plan for Civilian Employees
 - D. Resolution #2020-49 - Authorization for North/South Wayne Avenue (SR 1046) and Lancaster Avenue (SR 0030) Intersection PennDOT Application for Traffic Signal Approval (TE-160) Related to the Radnor Fire Company Pre-emption Actuator
 - E. Resolution #2020-55 - Awarding the Conestoga Road Tunnel Lighting Contract to Miller Bros. for \$175,900
 - F. Resolution #2020-56 - Awarding Gannett Fleming the Construction Engineering Services Contract for the Conestoga Road Tunnel Lighting Project in the amount of \$22,978

- G. Discussion of Possible Zoning Ordinance Amendment to increase required setbacks for residential emergency generators *(Requested by Commissioner Enderle)*
- H. Discussion of Outdoor Dining Amendment
- I. Discussion of Downtown Wayne Drive-in Night
- 4. Reports of Standing Committees of the Board
- 5. New Business
- 6. Old Business
 - a) Board vote on whether to direct Township staff to contact Penn Medicine and obtain official response (either in person at our next Board of Commissioners meeting), as to the scope of pregnancy termination services Penn plans to offer (if any) at their facility at 145 King of Prussia Rd. The response of Penn Medicine must include their service area coverage planned, and the number of procedures (if any) anticipated at the Radnor facility. *(Requested by Commissioner Booker)*
- 7. Public Participation - *If you would like to participate in the meeting, please send an email to publiccomment@radnor.org. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.*
- 8. Adjournment

Meeting Notice

There will be a Regular Board of Commissioners meeting held on Monday, May 11, 2020 at 6:30 PM via Zoom and streamed live on the Radnor Township YouTube Channel at <https://www.youtube.com/channel/UCvh6jeMOTvo3ojCTh8wZkbA>. If you would like to participate in the meeting, please send an email to publiccomment@radnor.org. This email address will only be monitored during the meeting. E-mails sent to this address during the meeting will be read into the record.

Public Participation - *If you would like to participate in the meeting, please send an email to publiccomment@radnor.org.*

This email address will only be monitored during the meeting.

E-mails sent to this address during the meeting will be read into the record.

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
May 11, 2020

The table below summarizes the amount of disbursements made since the last public meeting held on April 27, 2020. As approved by the Board, the Administration is now making weekly accounts payable disbursement batches and publishing those lists on the Township's web site at the following link. Please refer to those files for a detailed listing of the amounts paid by vendor by account code. Also, please visit the [Open Finance](#) program to view the Township's [Checkbook](#), where all vendor payments are available.

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

Fund (Fund Number)	2020-4B April 24, 2020	Total
General Fund (01)	\$622,241.91	\$622,241.91
Sewer Fund (02)	2,065.54	2,065.54
Storm Sewer Management (04)	50,685.00	50,685.00
Capital Improvement Fund (05)	105,180.42	105,180.42
Police Pension Fund (07)	5,432.18	5,432.18
OPEB Fund (08)	1,172.97	1,172.97
Escrow Fund (10)	31,243.00	31,243.00
Civilian Pension Fund (11)	4,844.32	4,844.32
The Willows Fund (23)	657.13	657.13
Total Accounts Payable Disbursements	\$823,522.47	\$823,522.47
<i>Electronic Disbursements</i>	n/a	\$510,500.00
Grand Total	\$823,522.47	\$1,334,022.47

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

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

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

Respectfully Submitted,



Robert V. Tate, Jr.
Acting Finance Director

ELECTRONICALLY PAID DISBURSEMENT LISTING

Estimated Through May 18, 2020

Description	Account No.	Date	Purpose	Amount
Credit Card Revenue Fees - Estimated	Various Funds	5/10/2020	4/20 Credit Card Revenue Processing Fees	\$8,000.00 *
Payroll [Bi-Weekly] Transaction - Estimated	01-various	5/14/2020	Salaries and Payroll Taxes - General Fund	\$485,000.00
Payroll [Bi-Weekly] Transaction - Estimated	02-various	5/14/2020	Salaries and Payroll Taxes - Sewer Fund	\$17,500.00
Period Total				\$510,500.00

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

<u>Original Estimate</u>			<u>Actual Amount</u>
\$485,000.00	4/30/2020	Salaries and Payroll Taxes - General Fund	\$463,687.12
\$17,500.00	4/30/2020	Salaries and Payroll Taxes - Sewer Fund	\$8,995.14
\$502,500.00			\$472,682.26
\$240,000.00	4/1/2020	Police Pension Payroll	\$235,309.60
\$173,000.00	4/1/2020	Civilian Pension Payroll	\$169,200.63
\$413,000.00			\$404,510.23

TOWNSHIP OF RADNOR
Minutes of the Meeting of April 27, 2020

The Radnor Township Board of Commissioners met at approximately 6:30 PM via Zoom.

Commissioners Present

<i>Jack Larkin, President</i>	<i>Lisa Borowski, Vice President</i>	<i>Jake Abel</i>
<i>Richard Booker</i>	<i>Damien Enderle</i>	<i>Sean Farhy</i>
		<i>Moira Mulrone</i>

Also Present: *William M. White, Township Manager/Township Secretary; John Rice, Township Solicitor; Steve Norcini, PE, Township Engineer; Christopher Flanagan, Superintendent of Police, and Jennifer DeStefano, Executive Assistant to the Township Manager.*

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

1. *Public Participation - If you would like to participate in the meeting remotely, please send an email to publiccomment@radnor.org. This email address will only be monitored during the meeting*

None

2. *Consent Agenda*

a) *Disbursement Review & Approval*

b) *Acceptance of Staff Traffic Meeting Minutes February 2020*

c) *Acceptance of Police Superintendents Reports from March 2020 & April 2020*

d) *Approval of minutes of the Board of Commissioner meeting of March 9, 2020, March 16, 2020, March 25, 2020, March 30, 2020 & April 13, 2020*

Commissioner Larkin made a motion to approve the consent agenda, seconded by Commissioner Farhy. Motion passed 7-0.

3. *Committee Reports*

A. *Resolution #2020-54 - Awarding the contract for construction consulting services for the Roberts Road Culvert to Gannett Fleming, Incorporated, in the amount of \$32,466*

Mr. Norcini briefly discussed the above resolution.

Commissioner Larkin made a motion to approve, seconded by Commissioner Borowski. Motion passed 7-0.

4. *Reports of Standing Committees of the Board*

Commissioner Borowski announced that the Library is open for business.

5. *New Business*

a) *Discussion and Update of the Radnor Township School District TAP Trail Easement Agreements and Other Considerations*

Steve Norcini gave a brief update on the Radnor Township School District TAP Trail Easement Agreements. There was a brief discussion amongst staff and the Commissioners.

b) Office of Emergency Management Update to the Board

Mr. White, Township Manager and Chris Flanagan, Superintendent of Police discussed an update from the Office of Emergency Management. There was a brief discussion regarding Memorial Field use by outside organizations.

6. Old Business

Commissioner Abel briefly discussed suggestions for business revival in Radnor Township. There was a discussion amongst the Commissioner's.

7. Public Participation - If you would like to participate in the meeting remotely, please send an email to publiccomment@radnor.org. This email address will only be monitored during the meeting.

None

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

DRAFT

RESOLUTION NO. 2020-44

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AWARDING THE CONTRACT FOR LINE STRIPING OF
TOWNSHIP ROADS**

WHEREAS, the Public Works Department received a valid quotation for the striping of Township roadways

WHEREAS, the firm, Guidemark, Incorporated, submitted a proposal in the amount of \$22,312.88

NOW, THEREFORE, be it *RESOLVED* the Board of Commissioners of Radnor Township does hereby approve the award of the proposal, for street line striping, to Guidemark, Incorporated in the amount of \$22,312.88

SO RESOLVED this 11th day of May, A.D., 2020

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: May 11, 2020
TO: Radnor Township Board of Commissioners
CC: William M. White, Township Manager
FROM: Stephen McNelis, Director of Public Works
LEGISLATION: Resolution 2020-44: Award of the Contract for Line Striping of Township Roads

LEGISLATIVE HISTORY: The Public Works Department annually obtains quotations for line striping (long lines) on Township streets.

PURPOSE AND EXPLANATION: The Public Works Department received a valid price proposal from Guidemark, Inc. in the amount of \$22,312.88, to paint approximately 163,424 linear feet of yellow pavement markings on Township streets, as well as 250 LF of yellow gore markings, and 700 LF white lane lines, and 4,800 LF of yellow intersection lines. This work will be done in accordance with the Pennsylvania Department of Transportation requirements. Guidemark, Inc. will also supply performance, payment and maintenance bonds for the work.

IMPLEMENTATION SCHEDULE: the work is to be completed by the end of the year, weather permitting.

FISCAL IMPACT: Funding for this project is provided in the Liquid Fuels account: #03-439-4880.

RECOMMENDED ACTION: We respectfully request the Board of Commissioners approve Resolution 2020-: Awarding the Contract for Line Striping of Township Roads in the amount of \$22,312.88.

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

E-Mail/Fax Quote

To: Radnor Township
Attn: Steve McNellis
Phone: (610) 688-5600
Fax #: (610) 687-0201
Date: April 23, 2020

From: Bill Jefferson
E-Mail: bjefferson@guidemarkinc.com
Pages: 1 Total Pages

Project: Radnor Township Roads – 2020

(Various Roads)

Radnor Township, Delaware County, PA

Pavement Marking as per PennDOT spec., Waterborne Traffic Zone Paint / Thermoplastic

Quote:**Pavement Marking:** All Long Lines - Waterborne Traffic Zone Paint, One Application.

All Short Lines – Hot Thermoplastic

Long Lines:

163,424 LF x 4" YEL. TYP (81,712 DYCL's) +/- @ \$ 0.12 / LF = \$ 19,610.88

700 LF x 6" WHT. TYP (Lane Lines / Skips) +/- @ \$ 0.18 / LF = \$ 126.00

250 LF x 24" YEL. Thermoplastic (Gore Markings) +/- @ \$ 8.00 / LF = \$ 2,000.00

Intersection Lines:

4,800 LF x 4" YEL. TYP (2400 DYCL's) +/- @ \$ 0.12 / LF = \$ 576.00

Unit Pricing Total = \$ 22,312.88

Any Layout, if required, an additional \$ 0.02 / LF x 4" Line will apply.

Thank You,

Signature


Bill Jefferson

RADNOR TOWNSHIP POLICE DEPARTMENT

Monthly Report



May 2020

**Christopher B. Flanagan
Police Superintendent**

Calls for Service - by Keyword

RADNOR TOWNSHIP

Incidents Reported Between 04/01/2020 and 04/30/2020



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
3501	DISTURBANCE-COMPLAINT OF NOISE,MUSIC,ETC	12			
3520	DOMESTIC PROBLEM (NO ARREST)	9			
3650	PECO-ENEGY NOTIFICATION/POWER OUTAGES	1			
4000	JUVENILE PROBLEMS (NO ARREST)	4			
4301	MENTAL HEALTH-ALL OTHERS	2			
4600	ORDINANCE VIOL.-EXCEPT BURNING/SOLICIT	1			
4650	POLICE INFORMATION	56	1		
4660	911 HANG UP CALL	15			
4700	ADDED PATROL-REQUEST FOR	164	1		
4701	ADDED PATROL - BUSINESS CHECKS	275			
4702	ADDED PATROL - SCHOOL CHECKS	9	1		
4900	SUSPICIOUS PERSON	20			
4901	SUSPICIOUS CIRCUMSTANCE	22			
4902	SUSPICIOUS VEHICLES	12	2		
5300	TREES DOWN AND/OR BLOCKING ROADWAY,ETC	4	1		
5400	VEHICLES-ABANDONED	2			
5401	VEHICLES-ASSIST MOTORIST(INCL LOCKOUTS)	7			
5402	VEHICLES-DISABLED	3	1		
5403	VEHICLES-MV VIOLATIONS & MVV COMPLAINTS	8			
5404	VEHICLES-PARKING COMPLAINTS	4			
5501	WIRES DOWN - NO HAZARD	3			
6001	ACCIDENT - WITH INJURIES	1			
6003	ACCIDENT - NON REPORTABLE	4			
6005	ACCIDENT - NO REPORT DONE	1			
8000	BURG/HOLDUP/PANIC ALARM - CIT ISSUED	1			
8001	BURG/HOLDUP/PANIC ALARM - NO CITATION	48			
8003	FIRE/MEDICAL ALARM - NO CITATION	31			
8004	ANY ALARM- SEVERE WEATHER- NO CITATION	2			
9001	ANIMALS-RABID/SICK	4			
9005	ANIMALS - ALL INVOLVING DEER	2			
9050	ASSIST SICK/INJURED	68	1		
9051	ASSIST AMBULANCE	4			
9052	ASSIST OTHER POLICE DEPARTMENT	1			
9968	SELECTIVE ENFORCEMENT-WARNING ISSUED	1			
9970	SELECTIVE ENFORCEMENT-NO ISSUANCE	3			
9972	MOTOR OFFICER ACTIVITY	0	21		1
		804			
ACCIDENT					
3200	CHECK ON WELFARE	12			
ADMIN					
9000	ANIMALS - DOG COMPLAINTS	2			
9002	ANIMALS - ALL OTHER	1			
9055	ASSIST SICK/INJURED ALCOHOL/DRUG RELATED	0	1		
		3			
ALL OTHER					
2660	TRESPASSING OF REAL PROPERTY	0	1		
ANIMAL					
5502	ANIMAL COMPLAINTS - BARKING DOGS	5			

May 04, 2020

Calls for Service - by Keyword

RADNOR TOWNSHIP

Incidents Reported Between 04/01/2020 and 04/30/2020



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
ANIMAL					
5506	ANIMAL COMPLAINTS - STRAY ANIMALS	4			
5510	ANIMAL COMPLAINTS - OTHER	7			
5590	ANIMAL COMPLAINTS - REPORTS	2			
		18			
ASSIST					
7502	ASSIST OTHER AGENCIES - FIRE DEPT.	2			
BURGLARY					
0513	BURGLARY-FORCED ENTRY-RESIDNTL-TIME UNKN	1			
0590	BURGLARY - REPORTS	2			
		3			
CHAPLAIN					
8522	POLICE CHAPLAIN ACTIVITY	0	1		
CIVIL					
3300	CIVIL DISPUTES	4			
CONTACT					
4016	NON-CRIMINAL - PEDESTRIAN CONTACTS	1			
CRIM MISCH					
1440	CRIMINAL MISCHIEF - ALL OTHER	2			
1490	CRIMINAL MISCHIEF - REPORTS	1			
		3			
DISORDERLY					
2410	HARASSMENT BY COMMUNICATION	3			
2420	DISORDERLY CONDUCT-PUBLIC PLACES	1			
2450	HARASSMENT	3			
2460	DISORDERLY CONDUCT-OBSCENE LANGUAGE	1			
		8			
DISTURBANC					
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	6			
DRUG					
1831	NARCOTICS-POSSESSION-MORPHINE,HEROIN,ETC	2			
1832	NARCOTICS-POSSESSION-MARIJUANA,ETC.	1			
1834	NARCOTICS-POSSESSION-OTHER DANGEROUS	0			
		3	1		
DUI					
2110	DRIVING UNDER THE INFLUENCE-LIQUOR/DRUGS	0	2		
2111	DRIVING UNDER THE INFLUENCE - ALCOHOL	1			
2112	DRIVE UNDER INFLUENCE-ALCOHOL-IMPAIRED	1			
2122	DRIVE UNDER INFLUENCE - DRUGS-IMPAIRED	2			
		4			
FIRE					
3700	FIRE - RESIDENTIAL	1			

May 04, 2020

Calls for Service - by Keyword

RADNOR TOWNSHIP

Incidents Reported Between 04/01/2020 and 04/30/2020



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
FIRE					
3702	FIRE-VEHICLE	1			
3703	FIRE-ALL OTHERS	3			
3706	FIRE - LEAVES, BRUSH, ETC.	2			
		<u>7</u>			
FRAUD					
1100	FRAUD	1			
1130	FRAUD - ALL OTHERS (FLIM-FLAM, ETC.)	2			
1150	FRAUD - CREDIT CARDS	2			
1191	FRAUD - REPORTS	3			
		<u>8</u>			
HAVERFORD					
9041	ASSIST HAVERFORD PD	1			
LOST/FOUND					
5004	LOST & FOUND - FOUND ARTICLES	1			
5006	LOST & FOUND - LOST ANIMAL	1			
5008	LOST & FOUND - LOST ARTICLES	1			
		<u>3</u>			
MISSING PE					
2900	JUVENILE RUNAWAYS	2	1		
MV ACCIDEN					
6002	ACCIDENT - NO INJURIES (REPORTABLE)	5			
6004	ACCIDENT - HIT & RUN	1			
		<u>6</u>			
MV THEFT					
0711	M.V. THEFT-AUTOS-STREET-COMMERCIAL AREA	1			
N-TRAF CIT					
CITN	NON-TRAFFIC CITATION	14			
NEWTOWN					
9043	ASSIST NEWTOWN PD	1			
OTHER					
4018	NON-CRIMINAL-ST. LIGHT OUT, ST. REPAIRS.	4			
4024	NON-CRIMINAL - WATER LEAKS, MAINS, ETC.	1			
4090	NON-CRIMINAL - REPORTS	1			
		<u>6</u>			
PFA					
2647	ALL OTHERS - PROTECTIVE ORDERS	1			
PROPERTY					
2910	LOST/MISSING PROPERTY	2			

Calls for Service - by Keyword

RADNOR TOWNSHIP

Incidents Reported Between 04/01/2020 and 04/30/2020



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
PUBL DRUNK					
2300	PUBLIC DRUNKENESS	1			
ROBBERY					
0310	ROBBERY-FIREARM	1			
0390	ROBBERY- REPORTS	1			
		<u>2</u>			
SERVICE					
7006	NOTIFICATION - HIGHWAY DEPT.	1			
7008	NOTIFICATION - SEWER DEPT.	3			
7014	PUBLIC SERVICE - OTHERS (OFFICER ASSIST)	9			
7090	PUBLIC SERVICES - REPORTS	1			
		<u>14</u>			
SEXUAL					
1790	SEX OFFENSES - REPORTS	1			
SUICIDE					
4300	MENTAL HEALTH-EMERG.302/SUICIDE ATTEMPTS	1			
SUSPICIOUS					
3500	DISTURBANCE - DISORDERLY PERSONS	1	1		
SVC CALL					
3850	HAZARDOUS CONDITIONS	15			
3880	OPEN DOORS/WINDOWS - DISCOVERED	3			
		<u>18</u>			
THEFT					
0616	THEFT-\$200 & OVER-BICYCLES	2			
0617	THEFT-\$200 & OVER-FROM BUILDINGS	1			
0619	THEFT-\$200 & OVER-ALL OTHER	1			
0690	THEFT - REPORTS	1			
		<u>5</u>			
TRAF CIT					
CITT	TRAFFIC CITATION	1			
TRAFFIC					
6390	TRAFFIC ENFORCEMENT - REPORTS	1			
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	3			
		<u>4</u>			
TREDYFFRIN					
9045	ASSIST TREDYFFRIN PD	1			
VILLANOVA					
4651	REFERRED TO VILLANOVA PD	3			
VUPD					

May 04, 2020

Calls for Service - by Keyword

RADNOR TOWNSHIP

Incidents Reported Between 04/01/2020 and 04/30/2020



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
VUPD					
9049	ASSIST VUPD	1			
		Total Calls	976		

CRIME ALERTS

APRIL

2020

The Radnor Township Police Department has issued a crime alert in regard to a theft that was reported on 4/1/2020 at a Store located in the 500 block of E Lancaster Ave. A male subject physically grabbed a laptop computer valued at \$2,700 and fled from the store. The male got into a white Ford van and was last seen driving toward Rt 476. Please call 9-1-1 with any information about this incident or when reporting any suspicious activities.

On Wednesday, 4/8/2020, at approximately 9:00 pm a bicycle was stolen from the front porch of a residence in the 200 block of Woodland Av. Taken was an orange Nishiki mountain bike of unknown value. If anyone may have seen anything at this time or was the victim of a similar type crime, they are asked to call the Radnor Police at 911.

The Radnor Township Police Department has issued a crime alert in regard to a burglary. On 04/09/2020 at approximately 3:30 PM, the Radnor Police responded to 500 block of E Lancaster Ave. for a burglary discovered. Through investigation and evidence by patrol and the Detective Unit, an actor was quickly developed through previous recent contacts. At approximately 4:30 PM the actor was located and taken into custody without incident. It is believed that the actor was taking shelter in an occupied office space and that he had been in the area for the past four days. Any business owners or landlords that have had suspicious activities to their properties are asked to contact Radnor Detectives at 610-688-0503 or detectives@radnor.org. Moreover, please call 9-1-1 when reporting any suspicious activities.

On Sunday, 4/12/2020, at approximately 9:23 pm, the 7-11 store located at 969 Glenbrook Av. was robbed at gun point. The store employee who was robbed reports the actor to be a black male approximately 5'6" tall with a stocky build. The actor was believed to be in his late 30's or early 40's and was last seen wearing blue work pants, women's over-sized glasses with glitter, a white mask, black sneakers, a black with a white stripe Nike jacket, and clear gloves. If anyone may have seen anything at this time they are asked to call the Radnor Police at 911.

Sometime in late February 2020, the victim left his bicycle unsecured on the Radnor Trail and the bike was stolen. The stolen bicycle is described as a Cannondale F600 of unknown value. If anyone may have seen anything or was the victim of a similar type crime, they are asked to call the Radnor Police.

On Wednesday 4/22/2020, at approximately 7:09 pm a gray Toyota, bearing PA JZZ4044, was stolen from the 100 block of South Wayne Av. The vehicle was left unlocked and the keys were inside of the car. The victim advised that he observed two black males drive away in his car. The vehicle was last seen traveling east on Lancaster Av. If anyone may have seen anything at this time, they are asked to call the Radnor Police at 911.

On Saturday, 4/25/2020, at approximately 2:41 pm a retail theft occurred at the Wawa, located at 151 Sugartown Rd. Video surveillance of the store, showed white male, with a shaved head, approximately 40 years of age, wearing jeans and a green jacket over top of a blue jacket, reach over the counter and remove several packages of cigarettes. The male hid the cigarettes under his jacket and left the store without paying for them. The actor was seen leaving in gray Nissan sedan. If anyone saw anything at this time, they are asked to call the Radnor Police at 911.

Sometime overnight between 4/25/2020 and 4/26/2020 an apartment at the Radwyn Apartments was entered and had items stolen. The victim believes the unknown actor entered the apartment through a rear screen door. The victim's reports her laptop was stolen. If anyone may have seen anything at this time, they are asked to call the Radnor Police at 911.

The Radnor Township Police Department has issued a crime alert in regard to a theft of a large amount of copper that that was reported on 4/27/2020. The theft occurred at a commercial property in the unit of block of West Ave sometime over the past weekend. Please call 9-1-1 with any information about this incident or when reporting any suspicious activities.

The Radnor Township Police Department has issued a crime alert in regard to a theft of a pocketbook that occurred on 4/27/2020 during the afternoon hours. The theft occurred at a commercial store parking lot in the 500 block of E Lancaster Ave. Please call 9-1-1 with any information about this incident or when reporting any suspicious activities.

The Radnor Police respects citizens' privacy, civil rights, and civil liberties by emphasizing behavior, rather than appearance, in identifying suspicious activity. Factors such as race, ethnicity, and/or religious affiliation are not suspicious. The public should only report suspicious behavior and situations (e.g., an unattended backpack or package, or someone breaking into a vehicle or restricted area). Moreover, any physical descriptions are based on victim and witness statements provided to the Radnor Police at the time the incident was reported or developed through investigation.



APRIL

Description Primary Count

Parking Tickets

Month of April 2020	2
January – April	3,047

Residential and Commercial False Alarm Violations

Month of April 2020	0
January – April	197

Moving Violations

Month of April 2020	1
January – April	1,809

Radnor Police Training – April 2020

No training for the month due to the COVID-19 Pandemic

RADNOR TOWNSHIP POLICE DEPARTMENT
THANK YOU LETTERS

ERIC J. CARLSON, MD, FACS
706 Larchwood Lane
Villanova, Pennsylvania 19085
610-687-5782 (Home)

April 22, 2020

Dear Radnor Police Dept.,

First, I want to apologize for my security alarm system "going off/on" when I wasn't home yesterday. Most likely because of the high winds rattling the windows.

But I did want to thank officer Laffredo Badge # 114 for responding to the activation call to your Dept - Officer Laffredo left an incident card in my mailbox - Very reassuring that the system works.

Again, thank you to your Radnor Police Dept and officer Laffredo.

Sincerely,

Eric J Carlson

The Police Department has joined forces with Delaware County Women Against Rape (WAR) during sexual assault awareness month. Superintendent Flanagan proudly displays a teal ribbon on his uniform as a show of support for victims of sexual assault and the #DelcoGoesTeal Campaign.


RADNOR TOWNSHIP



DELAWARE COUNTY WOMEN AGAINST RAPE

Providing Accompaniment, Counseling, Education, and Advocacy Services Since 1974



DELCO goes teal 

Dear *Chief Flanagan*, April 8, 2020

Hope this email finds you and your loved ones healthy, safe and hopeful. On behalf of Delaware County Women Against Rape (DCWAR) your community partner, please know that we are thankful for the commitment of your entire police force. We appreciate the sacrifices and risks you make to keep all of us protected and safe. We are keeping all of you in our thoughts and hearts. We back the blue!

“Sexual Assault Awareness Month” (SAAM) is celebrated in April across the United States. While many of our SAAM events and campaigns were postponed and cancelled due to COVID -19 we are still hopeful that our county will spread awareness and offer honor for all Survivors of Sexual Violence. Visit PCAR.org for more information about SAAM.

Please accept these TEAL awareness pins. Hope you will consider distributing to your officers to wear or simply pass on to a loved one. If you want more please contact me. We understand that COVID-19 has provided your profession and individual department with its own challenges. Please accept our sincere appreciation for your attention to this letter. Stay well.

*Hi friend!
Stay healthy
& safe*

Sincerely,

A handwritten signature in blue ink that reads "Candice L. Linehan".

Candice L. Linehan MSW, LSW
Assistant Executive Director

If you wish to participate in our social media campaign #DelcoGoesTeal – feel free to take a selfie showing off your teal and email to CLinehan@delcower.org Once receive the photo we will post to our Facebook with the caption: Radnor Police Department Supports and Honors ALL Survivors of Sexual Violence.



a program of



THE COMMUNITY'S FOUNDATION

April 21, 2020

Sergeant Christopher Gluck
Radnor Police Department
301 Iven Avenue
Wayne, PA 19087

Dear Sergeant Gluck:

Thank you for submitting the final invoice for the Vest-A-Cop Safety Equipment 2019 Grant Cycle. Enclosed please find grant funding for the following:

Grant Details

- Amount: \$1,000 Grant
- Awarded to: Radnor Police Department
- For: purchase of tasers with holsters and accessories

It is a pleasure to support Radnor Police Department and the all-important work you do in our communities each day and night.

Best Regards,

Marc Hanly
Vest-A-Cop Fund Founder

Carole Nasella
Vest-A-Cop Fund Founder

Heather Finnegan
TCF Executive Director



Vest-A-Cop c/o TCF
900 W. Sproul Road, Suite 101
Springfield, PA 19064

PHONE 484-840-3621 or 610-461-6571

EMAIL email@vestacop.com or
info@TCFhelps.org

RESOLUTION NO. 2020 - 48

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AUTHORIZING THE EXTENSION OF CONTRACT #B-17-004
CUSTODIAL SERVICES FOR THE RADNOR TOWNSHIP MUNICIPAL
BUILDING, AND RADNOR ACTIVITY CENTER TO CLEANNET USA,
INCORPORATED**

WHEREAS, the Township entered into Contract B-17-004 for Custodial Services for the Radnor Township Municipal Building and Radnor Activity Center (if open and operational) with CleanNet USA, Incorporated in 2018

WHEREAS, the contract is up for renewal with CleanNet USA, Incorporated to continue providing custodial services for the Township

WHEREAS, CleanNet USA, Incorporated and Radnor Township have agreed to extend the contract for an additional year at the same cost as 2018, in the amount \$115,800

NOW, THEREFORE, be it **RESOLVED** by the Board of Commissioners of Radnor Township does hereby Authorize the Extension of Contract #B-17-004, Custodial Services for the Radnor Township Municipal Building, and the Radnor Activity Center for one year, to CleanNet, USA, Incorporated, in the amount \$115,800

SO RESOLVED this 11th day of May, A.D., 2020

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: May 11, 2020

TO: Radnor Township Board of Commissioners

CC: William M. White, Township Manager

FROM: Stephen McNelis, Director of Public Works

LEGISLATION: Resolution 2020-48: Authorizing the Extension of Contract #B-17-004 for custodial services for the Radnor Township Municipal Building, and Radnor Activity Center

LEGISLATIVE HISTORY: Contract B-17-004 to provide Custodial Services for the above referenced Township facilities was awarded to CleanNet USA, Incorporated in January, 2018.

PURPOSE AND EXPLANATION: The Services provided to the Township began in May, 2018. This resolution is a request for a one-year extension of the contract with the same terms and pricing.

IMPLEMENTATION SCHEDULE: Pending Board approval, we will notify CleanNet USA, Inc. to continue providing custodial services for the Township.

FISCAL IMPACT: The annual cost for the custodial services is \$115,800 and will be charged against the appropriate Building and Grounds Cleaning Contract Accounts.

RECOMMENDED ACTION: I respectfully request the Board of Commissioners to authorize the Extension of Contract #B-17-004 for custodial services for the Radnor Township Municipal Building, and Radnor Activity Center, if open and operational.

ORDINANCE NO. 2020-10

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPROVING A THREE-YEAR LEASE FOR THE PHILADELPHIA AREA INDEPENDENT SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA) FOR A PORTION OF THE RADNOR TOWNSHIP MUNICIPAL BUILDING, CONSISTING OF APPROXIMATELY 2,730 SQUARE FEET

WHEREAS, the Township entered into a Lease Agreement with the Philadelphia Area Independent School Business Officers Association (PAISBOA) for a portion of the Township Municipal Building consisting of 2,730 square feet for a period of three years commencing on June 1, 2017 and is currently set to expire on June 1, 2020; and

WHEREAS, PAISBOA wishes renew its lease of the same portion of the Township Municipal Building for an additional three-year term; and

WHEREAS, Section §3.03 of the Radnor Township Home Rule Charter requires the enactment of an ordinance when entering into a lease for real property for a term of three or more years.

NOW, THEREFORE, be it *ENACTED* and *ORDAINED* by the Radnor Township Board of Commissioners that a new Lease, as set forth on the attached **Exhibit "A"**, is hereby approved between the Township and PAISBOA for a three-year term with a one-year renewal term for a portion of the Radnor Township Municipal Building, consisting of approximately 2,730 square feet to commence on June 1, 2020.

EFFECTIVE DATE. This Ordinance shall take effect in accordance with the Radnor Home Rule Charter.

REPEALER. That any Ordinances, or parts of Ordinances, conflicting with this Ordinance is hereby repealed to the extent of such inconsistency.

SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts of this Ordinance. It is hereby declared as the intent of Radnor Township that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included herein.

ENACTED and *ORDAINED*, this ____ day of _____, 2020.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
Name: William White
Title: Township Manager / Secretary

LEASE AGREEMENT

THIS AGREEMENT OF LEASE, made effective this _____ day of _____, A.D., 2020, by and between **RADNOR TOWNSHIP** (hereinafter "Landlord") and **PHILADELPHIA AREA SCHOOL BUSINESS OFFICERS ASSOCIATION (PAISBOA)** (hereinafter "Tenant").

WITNESSETH:

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord and Tenant hereby agree as follows:

1. LEASED PREMISES.

A. Landlord, for and in consideration of the covenants and conditions hereinafter contained on the part of the Tenant to be performed, and in consideration of the rental hereinafter reserved, does hereby grant, lease, demise, and let unto Tenant and Tenant does hereby rent, and take from Landlord ALL THAT CERTAIN real property consisting of approximately 2,730 square feet of office space, more or less, of that portion on the second floor of the Radnor Township Municipal Building as more fully described in *Exhibit "A"*, located at 301 Iven Avenue, Radnor Township, Delaware County, Pennsylvania, all of which are hereinafter called the "Leased Premises" and/or "Premises" and/or "Property". Landlord warrants and represents that Radnor Township is the owner of the Leased Premises and has good and marketable title thereto.

B. The Landlord has leased to the Tenant and the Tenant has leased from the Landlord the Leased Premises together with use of the parking areas, use of the lunch room, use of the fitness room, one (1) dedicated landline for the fax machine, wireless internet access (public wireless network) and all of the fixtures, apparatus, and existing office furniture, together with all rights and easements appurtenant to be provided by Landlord and located therein. Tenant acknowledges and agrees that Tenant has the right to use the wireless internet access provided by Landlord. Tenant further acknowledges and agrees that Landlord does not guarantee or warrant security for the use of the internet access and that Tenant shall to the fullest extent allowed by law, indemnify, defend and hold harmless the Landlord against any and all claims, damages, liabilities, demands, fines, losses, liabilities, costs or deficiencies (including reasonable attorneys' fees and other costs and expenses incident to any claim, suit, action and/or proceeding) arising out the use of the internet access.

C. Tenant may request and schedule to use the Radnorshire meeting room located on the first floor of the Township Municipal Building at a cost of Two Hundred Fifty Dollars (\$250.00) per meeting.

D. Tenant shall provide Landlord access to its purchasing consortium for purposes of gaining professional development software, training and the like.

2. USE. Tenant shall continuously use and occupy the Leased Premises during the Term of this Lease, which use and occupancy shall be solely for the purpose of office space and related training, and for no other purpose or purposes without the prior written consent of Landlord. If any governmental license or permit shall be required for the proper and lawful conduct of Tenant's business or other activity carried on in the Leased Premises or if a failure to procure such a license or permit might or would in any way affect Landlord, then Tenant, at Tenant's expense, shall duly procure and thereafter maintain such license or permit and submit the same for inspection by Landlord. Tenant, at Tenant's expense, shall, at all times, comply with the requirements of each such license or permit

3. TERM.

A. The term of this Lease shall be for a period of three (3) years ("Term") commencing the 1st day of June, 2020 and expiring at 11:59 p.m. on the 31st day of May, 2023.

B. Either party shall have the right to terminate this Lease upon giving notice to the other, in writing, at least ninety (90) days prior to the last day of the Term or the subsequent renewal term that the Lease will terminate on the last day of the then current Term.

C. If neither party gives notice of termination to the other as described in Section 3.B. above, the Lease shall continue for one additional one (1) year term ("Renewal Term"). This Lease shall automatically terminate on the last day of the Renewal Term unless otherwise agreed by both parties in writing. The Renewal Term shall be upon the same terms, provisions and conditions as are in effect under this Lease immediately prior to the time such Renewal Term begins. Rent due under the Renewal Term shall be equal to the final year of the three year Term.

4. RENT AND LATE PAYMENT.

A. The annual rent payable by Tenant to Landlord during the first year of the Lease Term shall be Seventy-Six Thousand Five Hundred Dollars (\$76,500.00) payable in monthly installments of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) in advance upon the first day of each month during the Lease Term.

B. The annual rent payable by Tenant to Landlord during the second year of the Lease Term, commencing with the June, 2021 installment, shall be Seventy-Seven Thousand Six Hundred and Fifty Dollars (\$77,640.00) payable in monthly installments of Six Thousand Six Hundred and Forty Dollars (\$6,470.00) in advance upon the first day of each month.

C. The annual rent payable by Tenant to Landlord during the third year of the Lease Term, commencing with June, 2022 installment, shall be Seventy Eight Thousand Seven Hundred Ninety-Two Dollars (\$78,792.00) payable in monthly installments of Six Thousand Five Hundred and Sixty-Six Dollars (\$6,566.00).

D. The payment of rent under the terms of this lease shall commence on June 1, 2020. Timely payment of the rental and performance of all terms and conditions of this Lease are of the essence of this Lease.

E. If the monthly rent is not paid within five (5) days of the day that it is due, Tenant agrees to pay a late charge of Six Hundred Thirty-Seven Dollars and Fifty Cents (\$637.50) or ten percent (10%) of the monthly payment, whichever is greater. The late charge shall compensate Landlord for additional administrative costs and expenses caused by the late payment. If payment is made to Landlord at the proper address by first class mail, postage prepaid, then the date of the postmark shall be used as the date of payment.

F. Upon the execution of this Lease the Tenant shall pay Landlord the first month's rent in the amount of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00).

5. SECURITY DEPOSIT. Under the term of the previous lease, Tenant has deposited with Landlord the sum of Six Thousand Three Hundred Seventy-Five Dollars (\$6,375.00) as a security deposit. Landlord shall continue to hold said security deposit which shall be available to be used by Landlord towards the satisfaction of any of the duties or liabilities of Tenant hereunder upon default.

6. UTILITY CHARGES AND SECURITY SERVICES.

A. Landlord shall be solely responsible for all charges for heat, electricity, water, trash, janitorial services and any other utilities and services used upon or furnished to the Leased Premises, except as provided in Section 6.C.

B. Landlord shall provide uninterrupted electrical power to all "orange" outlets located in the Leased Premises (via UPS/generator).

C. Tenant shall be solely responsible for the purchase, installation and maintenance of all phone systems, private internet services and/or cable communications, including all costs and charges imposed upon such services.

D. Landlord shall provide and maintain a security system with security card access operated by the Township.

7. ASSIGNMENT-SUBLETTING. Notwithstanding any provision herein to the contrary, Tenant shall not assign or in any way transfer this Lease or any estate or interest therein, to any other party, and will not lease or sublet the Premises, or any part or parts thereof, except that PAISBO will be sharing office space with the PAISBOA Health Benefit Trust. Tenant will at all times be solely responsible for all rent payments and other terms and conditions of this Lease.

8. REQUIREMENTS OF LAW. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and Municipal governments and of any and all of their Departments and Bureaus which are applicable solely to the use of the Leased Premises by Tenant during the term or any renewal thereof; provided,

however, that nothing contained in this Section 8 shall be deemed to obligate Tenant to make any structural changes in, or to correct any structural defects in, the building or improvements on the Leased Premises, or to make any repairs, changes or alterations or to add any equipment or device rendered necessary by any building or other improvement not having been constructed in compliance with law. Landlord represents that as of the commencement date, the Leased Premises is not, to the best of Landlord's knowledge, in violation of any such governmental law, regulation or requirement and Landlord shall comply will all statutes, ordinances, rules, regulations, orders and requirements of the Federal, State and Municipal governments and with any and all of their Departments and Bureaus applicable to the physical nature and character of the Leased Premises being otherwise applicable to the construction or makeup of the Leased Premises as opposed to the use thereof by Tenant.

9. RIGHT TO COMPLY. In case of the Tenant, after the time required to remedy defaults under this Lease, shall fail or neglect to comply with the statutes, ordinances, rules, regulations, orders and requirements set forth in Section 8, or any of them, and required to be complied with by the Tenant, then the Landlord or his agents may, by entry if required, comply with any and all of the said statutes, ordinances, rules, regulations, orders and requirements at the risk and expense of the Tenant, and recover such expense from the Tenant; any sums owing by Tenant to be added to the next monthly installment of rent and to be collectable as rent.

10. DISCONTINUANCE AND INTERRUPTION OF SERVICE.

A. Landlord shall not be liable to Tenant in damages or otherwise for the quality, quantity, failure, unavailability or disruption of any utility service and the same shall not constitute a termination of this Lease, or actual or constructive eviction of Tenant.

B. In the event utilities serving the Leased Premises are disrupted due to the negligence or acts of omission of Landlord, its agents, contractors, servants or employees, Landlord shall promptly restore the affected utilities at Landlord's sole cost and expense. If the disrupted utilities are not restored by Landlord within five (5) days after the Landlord has received written notice of the disruption, and Tenant is unable to conduct its business in the Leased Premises due to the disruption of utility service, the Rent shall be abated commencing on the time service was disrupted and ending on the date Landlord restores the disrupted utilities. In no event, however, shall Landlord be liable for consequential damages resulting from any disruption of utilities.

C. Landlord, with the consent of Tenant, shall at all times have the right to alter any and all utilities, and the equipment relating thereto, serving the Leased Premises. Tenant shall execute and deliver to Landlord without delay such documentation as may be required to effect such alteration. Landlord shall use good faith efforts not to materially affect Tenant's business operations in the Leased Premises during such period of alteration.

11. REPAIRS.

A. Landlord shall, at Landlord's expense, maintain and repair the heating, ventilating and the air-conditioning systems ("HVAC System"), plumbing systems and the interior

of the Leased Premises and the fixtures therein except as hereinafter required to be done by Tenant. Tenant shall not clog any plumbing, sewers, waste pipes, drains and water closets used by Tenant, and if the same shall become clogged as a result of Tenant's use, Tenant shall repair the same. If Tenant shall fail to start any work required to be done by Tenant under this Section 11 within fifteen (15) days after written notice from Landlord and to complete the same with reasonable diligence, then Landlord may provide such repairs or maintenance for the account of Tenant and the cost thereof shall be added to the next monthly installment of rent payable hereunder and collectable as rent.

B. Landlord shall, at Landlord's expense, keep certain elements of the Leased Premises in good order, repair and condition, and to replace if so required the foundation, floor slab, roof, all electric and plumbing systems, pipes, tubes, and other conduits and utility lines of the Demises Premises or embedded into the structure of the Leased Premises or within or under the floor slab; flashings, gutters and downspouts; interior load bearing walls and exterior walls, repairs to the streets, access drives, service drives, curbing, sidewalks; all repairs, structural or otherwise to the interior of the Leased Premises made necessary by structural failures, acts of God and leakage or flowing of water into the Leased Premises; all repairs, structural or otherwise, occasioned by losses which are covered by either Landlord's casualty policy or by a standard fire and extended coverage policy; and all necessary replacements of the HVAC System to maintain same in good operating condition.

C. Unless specified herein, any repairs to be made by Landlord will be made within a reasonable time after notice from Tenant. Notwithstanding, Landlord shall commence said repairs within thirty (30) days after notice from Tenant and thereafter diligently prosecute the same to completion; subject to strikes, lockouts, casualties, acts of God, war, material or labor shortages, governmental regulation or control or other causes beyond the reasonable control of Landlord, wherein in such event(s), the period for repairs shall be extended for the amount of time Landlord is so delayed.

12. ALTERATIONS AND REMOVALS. Tenant may not make any non-structural alterations, additions, and/or improvements to the Leased Premises unless Tenant receives written approval of Landlord. Upon the expiration or earlier termination of this Lease, Tenant shall be obligated to restore the Leased Premises to their original condition, wear and tear excepted. Tenant shall have the right to remove any or all such non-structural alterations, additions, and improvements from time-to-time and at the expiration or earlier termination of this Lease; provided, however, that any such alterations, additions and improvements installed and paid for by Tenant not removed by Tenant shall become the property of Landlord. Tenant shall have the right to install and remove from time-to-time and at the expiration or earlier termination of this Lease, whether the same be attached to the Leased Premises or otherwise, Tenant's trade fixtures and equipment and business fixtures and equipment including, without limitation, office partitions, platforms, and furniture as well as any building machinery and building equipment belonging to Tenant. Tenant shall promptly repair any damage to the Leased Premises caused by the removal by Tenant of any of Tenant's property therefrom.

13. LANDLORD'S RIGHT OF ACCESS. Landlord, his agents, servants and employees shall have the right to enter the Leased Premises (on 24-hours verbal or written notice), for the

purposes of inspecting the same to ascertain whether Tenant is performing the covenants of this Lease, and during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises or otherwise in the event of need, under special arrangements with Tenant, for the purpose of making required repairs, alterations, improvements or additions, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required without the same constituting an eviction of Tenant in whole or in part, and, except as otherwise provided, the rent reserved shall in no way abate while said repairs are being made by reason of loss or interruption of the business of Tenant because of the prosecution of any such work. During the one hundred twenty (120) days preceding the expiration of this Lease, Tenant shall permit Landlord or Landlord's agents to show the Leased Premises to prospective Tenants with reasonable frequency during business hours provided that such access and entry of Landlord shall not unreasonably disturb the peaceful possession and quiet enjoyment of Tenant on the Leased Premises.

14. INSURANCE; INDEMNITY. Tenant shall carry during the term of this Lease, in a form reasonably satisfactory to Landlord, general liability insurance for personal injuries, including death and damage to property coverage for any act or omission by the Tenant or any third party in the sum of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence, and fire insurance in an amount not less than One Hundred Thousand Dollars (\$100,000) for property damage by fire. Tenant shall indemnify and save Landlord harmless from and against all claims, actions and damages, liabilities and expenses in connection with loss of life, personal injury and/or damage to property arising from or out of any occurrence in, upon or at the property, or the occupancy or use by Tenant of the property, or any part thereof, or occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, employees, licensees, or invitees.

15. LANDLORD'S INSURANCE. Landlord also may, but shall have no obligation to, carry, at its sole cost and expense unless Tenant is not carrying such insurance as provided under this Agreement during the Term hereof (in which event the cost shall be that of Tenant and shall be deemed Additional Rent hereunder), all risk property insurance, comprehensive liability insurance and any other insurance deemed appropriate by Landlord (hereinafter "Landlord's Property Insurance") covering fire and extended coverage, vandalism and malicious mischief, and all other perils of direct physical loss or damage insuring the improvements and betterments located at the Leased Premises for one hundred percent (100%) of the replacement value thereof, together with all other coverages deemed appropriate by Landlord.

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

17. CONDITION OF THE LEASED PREMISES. By taking and assuming possession of the Leased Premises, Tenant acknowledges that it has: (i) inspected the Property; and (ii) accepted the Leased Premises, and all improvement, betterments and equipment, with no representation or warranty by Landlord as to the condition or suitability of the Leased Premises and/or Property for

the Tenant's purpose. Tenant accepts the Leased Premises as is, where is, with all faults, latent or otherwise, and without any representations, warranties or promises from Landlord whatsoever, provided however the Landlord represents and warrants that, to its knowledge, the Tenant's use of the Leased Premises for office space under this Lease is in full compliance with the applicable law, regulations and zoning currently in effect.

18. SIGNS. Tenant shall not have the right to place signs on any part of the Leased Premises unless approved in advance by Landlord. It is contemplated that Tenant will have a single sign on the exterior of the Leased Premises and temporary signs from time-to-time for business events.

19. WASTE AND NUISANCE.

A. Tenant shall not commit or suffer to be committed any waste upon the Leased Premises and shall not place a load upon any floor of the Leased Premises which exceeds the weight per square foot which such floor was designed to carry. Tenant shall not commit or suffer to be committed any nuisance or other act or thing which may disturb the quiet enjoyment of any other occupant or tenant of the Township Municipal Building. Tenant shall not use or permit to be used any medium that might constitute a nuisance, such as loud speakers, sound amplifiers, phonographs, radios, televisions, or any other sound producing or other device which will carry sound or odors outside the Leased Premises. Tenant agrees that business machines and mechanical equipment used by Tenant which cause vibration or noise that may be transmitted to the building or buildings comprising the Township Municipal Building or to the Leased Premises, to such a degree as to be reasonable objectionable to Landlord or to any occupant, shall be placed and maintained by Tenant at its expense in setting of cork, rubber or spring-type vibration isolators sufficient to eliminate such vibrations or noise.

B. Tenant shall not perform any acts or carry on any practices which may injure the building or be a nuisance to other tenants, neighbors and business invitees of Tenant and the general public in the Township Municipal Building, parking areas or other common areas.

20. DAMAGE OR DESTRUCTION. If the Municipal Building is damaged by fire or other casualty that, in Landlord's reasonable judgment substantial alteration or reconstruction of the building shall be required, or if the Leased Premises has been damaged, Landlord may, at its option, terminate this Lease by notifying Tenant in writing of such termination within sixty (60) days after the date of such casualty. Such termination shall be effective as of the date of fire or casualty with respect to any portion of the Leased Premises that was rendered untenable, and secondly, as of the effective date of termination specified in Landlord's notice with respect to any portion of the Leased Premises that remains tenable. If this Lease is not so terminated by Landlord, Landlord shall proceed with reasonable diligence to restore the Leased Premises and the building, and minimum rent shall abate from the date of the casualty.

21. SUBORDINATION TO MORTGAGE. All mortgages which now or in the future affect the building have priority over this Lease. This means that the holder of a mortgage may end this Lease on a foreclosure sale. The Tenant shall sign all papers needed to give any mortgage priority over this Lease. If Tenant refuses, Landlord may sign the papers on behalf of the Tenant.

22. REMEDIES OF LANDLORD UPON TENANT'S DEFAULT.

A. Tenant agrees that if any rent or any charges herein included as rent shall remain unpaid on any day on which the same ought to be paid, then Landlord or any person acting under Landlord, may enter the Leased Premises and without further demand proceed by distress and sale of the goods there found to levy the rent and all other charges herein payable as rent, and all costs and officer's commissions, including watchmen's wages and further including a sum equal to five (5%) percent of the amount of the levy as commissions to the constable or other person making the levy, shall immediately attach and become a part of the claim of said Landlord for rent and any tender of rent without said costs, commissions and charges made after the issue of a warrant of distress shall not be sufficient to satisfy the claim of said Landlord. Tenant hereby expressly waives the benefit of all laws now made or that may hereafter be made regarding any limitation as to the goods upon which, or the time within which distress is to be made after removal of goods, and further relieves the Landlord of the obligation of proving or identifying or appraising such goods and said Tenant hereby agrees to leave no goods of any kind for use on the Leased Premises with the understanding that such goods shall be exempt from levy for rent and other charges herein reserved as rent, it being the purpose and intent of this provision that all goods of Tenant, whether upon the Leased Premises or not, shall be liable to distress for rent. Tenant waives in favor of Landlord all rights under the Landlord and Tenant Act of 1951, and all supplements and amendments thereto that have been or may hereafter be passed, and authorizes the sale of any goods distrained for rent at any time after five (5) days from said distraint without any appraisal and/or condemnation thereof. Tenant further waives the right to issue a Writ of Replevin under the Laws of the State of Pennsylvania now in force or which may be hereafter enacted, for the recovery of any articles and goods seized under a distress for rent or levy upon execution for rent, damages or otherwise, and all waivers mentioned herein are hereby extended to apply to any such action. In addition to the foregoing, Landlord shall have the immediate right of re-entry and may remove all persons and property from the Leased Premises, using as much force as necessary and such property may be removed and stored in a public warehouse at the cost of and for the account of Tenant, all without service of notice or resort to legal process and without being deemed guilty of trespass or becoming liable for any loss or damage which may be occasioned thereby.

B. Should Landlord elect to re-enter the Leased Premises as provided in this Lease, or should it take possession pursuant to legal proceedings or pursuant to any notice provided for by law it may either terminate this Lease or it may from time-to-time without terminating this Lease, make such alterations and repairs as may be necessary in order to relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and conditions as Landlord in its sole discretion may deem advisable; upon each such reletting all rentals received by the Landlord from such reletting shall be applied, first to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including, brokerage fees payable by Landlord to its agent under both the existing letting hereunder and the reletting, and attorney's fees and of costs of such alterations and repairs; third, to the payment of rent due and unpaid hereunder and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than that to be

paid during that month by Tenant hereunder, Tenant shall pay any such deficiency to landlord. Such deficiency shall be calculated and paid monthly. No such re-entry or taking possession of said premises by Landlord shall be construed as an election on its part to terminate this Lease unless the termination thereof be decreed by a court of competent jurisdiction. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease for such previous breach.

C. Tenant further agrees and it is hereby made a condition of this Lease, or any extension thereof, that if Tenant shall commit any of the breaches enumerated in Section 25 hereof, then Landlord, in the event of any such breach or breaches, at its sole option, may give Tenant a Notice of Intention to end the term of this Lease at the expiration of five (5) days from the service of such Notice of Intention, and upon the expiration of said five (5) day period this, Lease and the term and estate hereby granted (whether or not the term shall theretofore have commenced) as well as all of the right, title and interest of the Tenant hereunder shall wholly cease and expire and become void in the same manner and with the same force and effect (except as to Tenant's liability) as if the date fixed in such notice were the date herein originally specified for the expiration of the term herein demised; and Tenant shall then immediately quit and surrender to Landlord the Leased Premises, including, any and all buildings and improvements thereon, and Landlord may enter into and repossess the Leased Premises by summary proceedings, detainer, ejectment, or otherwise and remove all occupants thereof and at Landlord's option, any property thereon without being liable to indictment, prosecution of damage therefore.

D. Should Landlord at any time terminate this Lease for any breach hereof or exercise its right of re-entry hereunder, then, in addition to any other remedies it may have, Landlord may recover from Tenant all damages it may incur by reason of such breach, including the cost of recovering the Leased Premises, reasonable attorney's fees and the amount of rent and charges equivalent to rent reserved in this for the remainder of the stated term, all of which amounts shall be immediately due and payable from Tenant to Landlord and Landlord shall thereafter pay to Tenant, at such time or times as Landlord shall be in receipt of the same, the rent for the Leased Premises for the remainder of the stated term collected from tenants thereafter using the premises, up to the amount of the rent reserved which has theretofore been collected from Tenant, less costs of reletting, including brokerage commissions, attorney's fees, costs incurred in making repairs, replacements or decorations in the Leased Premises, advertising expenses and all other costs and expenses incidental or consequent to such reletting. It is hereby further understood that any such reletting may be for a period shorter or longer than the remaining term of this Lease, but in no event shall Tenant be entitled to receive any excess of such net rents over the sums payable by Tenant to Landlord hereunder, nor shall Tenant be entitled to credit in respect to any net rents from such a reletting (except to the extent that such net rents are actually received by Landlord). Landlord shall in no event be responsible or liable for any failure to relet the Leased Premises or any part thereof, nor for failure to collect the rental therefore under such reletting.

E. In case suit shall be brought for recovery of possession of the Leased Premises, for the recovery of rent or any other amount due under the provisions of this Lease, or because of the breach of any other amount due under the provisions of this lease, or because of the breach of any other covenant herein contained on the part of Tenant to be kept or performed, and a breach shall be established, Tenant shall pay to Landlord all expenses incurred therefore,

including, all court costs and reasonable attorney's fees.

F. In the event of any default hereunder, Tenant agrees that thereupon and in such event the whole rent reserved for the balance of the term and all other sums payable hereunder as rent for the balance of the term or any part thereof shall immediately become due and payable in advance, and Landlord may immediately proceed to distain, collect, confess judgment or bring action for the said whole rent or such part thereof provided for in case of rent in arrears, or may file a proof of claim in any bankruptcy or insolvency proceedings for such rent, or Landlord may institute any other proceedings, whether similar to the foregoing or not, to enforce payment thereof.

G. In the event Tenant breaches or threatens to breach this Lease prior to possession, in addition to any other rights accruing to Landlord by operation of law or equity, by or under any legal proceedings, or by the provisions of this Lease, Landlord may cancel this Lease by giving Tenant five (5) days written notice of its intent to do so whereupon all security deposits will be retained by Landlord as liquidated damages and Landlord, at its option, may proceed to relet the Leased Premises with no liability or obligation to Tenant whatsoever. This Section shall be self-operative and no further instrument of cancellation shall be required of Tenant and Landlord.

H. It is further agreed that in the event of a breach or threatened breach by Tenant of any of the agreements, conditions, covenants or terms hereof, Landlord shall have the right to injunctive relief to restrain the Tenant and the right to invoke any remedy allowed by law or in equity whether or not other remedies, indemnity or reimbursements are herein provided. It is further agreed that each and every right and remedy of Landlord provided for in this Lease shall be cumulative and shall be in addition to every other right or remedy provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Landlord of any one or more of the rights or remedies provided for in this Lease, or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by Landlord or any or all other rights or remedies provided for in this Lease or now or hereafter existing at law or in equity or by statute or otherwise.

23. QUIET ENJOYMENT. Landlord does covenant that Tenant on paying the rent and performing the covenants aforesaid shall and may peaceable and quietly have, hold and enjoy the said Leased Premises during all terms of this Lease.

24. WAIVER. Neither Landlord nor Tenant shall be deemed to have waived any provisions of this Lease, including breach of any term, covenant, provision of this Lease, unless the same has been specifically waived by Landlord or Tenant, as the case may be, in a writing executed by an authorized officer of Tenant or Landlord. Any waiver of a breach shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition herein contained.

25. NOTICES. Whenever any demand, request, approval, consent or notice ("Notice") shall or may be given by one party to the other, Notice shall be addressed to the parties at their respective addresses set forth as follows:

Notice to Landlord shall be addressed to: Township Manager
Township of Radnor
301 Iven Avenue
Wayne, PA 19087

Notice to Tenant shall be addressed to:

Any such notices shall be and delivered by a nationally recognized overnight express courier (e.g.: FedEx), or registered or certified mail return receipt requested, postage prepaid. The date of actual receipt shall be deemed the date of service of Notice. In the event an addressee refuses to accept delivery, however, then Notice shall be deemed to have been served on either (i) the date delivery is refused, (ii) the next business day in the case of delivery by overnight courier, or (iii) three (3) business days after mailing the notice in the case of registered or certified mail. Either party may, at any time, change its Notice address by giving the other party Notice, in accordance with the above, stating the change and setting forth the new address.

26. RECORDING. Neither this Lease nor any memorandum thereof shall be recorded without the written consent of Landlord and Tenant.

27. SURRENDER AND HOLDOVER.

A. Tenant, upon expiration or earlier termination of this Lease, or any renewal or extension hereof, either by lapse of time or otherwise, agrees peaceably to surrender to Landlord the Leased Premises in "broom-clean" condition and in good repair. In the event that Tenant shall fail to surrender the Leased Premises, Landlord in addition to all other remedies available to it hereunder, shall have the right to receive, as liquidated damages for all the time Tenant shall so retain possession of the Leased Premises or any part thereof, an amount equal to twice the minimum rent, provided, however, that nothing contained in this section shall be deemed or construed as conferring upon Tenant a right to remain in possession of the Leased Premises beyond the expiration or termination of the Lease, or any extension or renewal hereof.

B. In the event Tenant shall remain in possession of the Leased Premises with Landlord's consent but without having executed a new Lease or an extension or renewal of the within Lease, then Tenant shall be deemed to be in occupancy and possession of the Leased Premises as a Tenant from month to month, subject to all the other terms, conditions, provisions and obligations of this Lease insofar as the same are applicable to a month to month tenancy. In the event that there occurs such consensual holdover as aforesaid, and if either party thereafter desires to terminate said occupancy at the end of any one month period following the expiration date of the term of this Lease, the parties so desiring to terminate the same shall give the other party at least thirty (30) days written notice to that effect.

28. WAIVER OF LIENS. Tenant agrees that in the event that the Landlord gives written

approval and permits any alterations or repairs to be made to the Leased Premises, that before any work is started or performed, a Waiver of Liens shall be prepared by the Landlord at the Tenant's expense and signed by the contractor and/or materialmen and the Landlord. That said Waiver of Liens shall be filed of record at the Tenant's expense in accordance with the Mechanic's Lien Laws of the Commonwealth of Pennsylvania. The parties hereto agree that a Waiver of Liens will only be required where the improvements or repairs are in excess of Five Thousand (\$5,000.00) Dollars.

29. COVENANTS RUN TO HEIRS. It is hereby covenanted and agreed between the parties hereto that all covenants, conditions, agreements, and undertakings in this Lease contained shall extend to and be binding on the respective successors and assigns of the respective parties hereto and the same as if they were in every case named and expressed.

30. LIMITATION OF LANDLORD'S LIABILITY.

A. Landlord shall have absolutely no personal liability with respect to any provision of this Lease, or any obligation or liability arising therefrom or in connection therewith unless such liability is the result of Landlord's or Landlord's agents or invitees negligent act(s) or omissions.

B. All property (whether real, personal or mixed) at any time located in or upon the Property shall be at risk of the Tenant only, and Landlord shall not become liable for any damage to said property or to Tenant, or to any other person or property caused by water leakage, steam, sewage, gas or odors or to any damage whatsoever done or occasioned by or from any boiler, plumbing, gas, water, steam or other pipes, or any fixtures or equipment or appurtenances whatsoever, unless said damages are a result of Landlord's or Landlord's agents or invitees negligence or act(s) or omissions.

31. NO MODIFICATION. This Lease is intended by the parties as a final expression of their agreement as a complete and exclusive statement of the terms thereof. All prior negotiations, considerations and representations between the parties (oral or written) having been incorporated herein. No course of proper dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Lease. No representations, understandings, agreements, warranties or promises with respect to the Leased Premises, the Property, the Adjacent Parcel and/or the Building or with respect to past, present or future activities, tenancies, rents, expenses, operations, or any other matter have been made or relied upon in the making of this Lease, other than those specifically set forth herein. Except as otherwise provided under this Lease, the Property is being delivered as is. This Lease may only be modified, or a term thereof waived, by a writing signed by an authorized officer of both Tenant and Landlord.

32. SEVERABILITY. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be enforced to the fullest extent permitted by law.

33. RELATIONSHIP OF PARTIES. This Lease shall not create any relationship between the parties other than that of Landlord and Tenant.

34. ENVIRONMENTAL MATTERS.

A. Tenant shall not cause or allow the generation, use, treatment, storage, emission, spill, release, discharge or disposal of Hazardous Substances (as hereinafter defined) existing on or near the Property, except that Tenant may handle waste generated from Tenant's operations provided the same is stored, handled and disposed of in accordance with all applicable laws.

B. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not be responsible for the clean-up or remediation of any Hazardous Substances existing on or near the Property on or before the date of this Lease.

C. Tenant will indemnify and hold harmless Landlord, its successors and assigns, from and against any and all liabilities, actions, demands, penalties, losses, costs or expenses (including, without limitation, reasonable attorney's fees, consultants' fees and remedial costs), suits, costs of any settlement or judgment and claims which may be paid, incurred or suffered by Landlord as a result of the presence on or under the Property of Hazardous Substances, which presence is due to any act or omission of Tenant which is (1) negligent, (2) unlawful, or (3) in violation of Tenant obligations pursuant to this Lease. Neither Landlord nor Tenant shall be liable under this Subsection C for the acts or omissions of third parties.

D. "Hazardous Substances" shall mean hazardous or toxic substances, wastes, materials, pollutants and contaminants which are regulated by or included in any law, rule, regulation, or ordinance, enacted, issued or promulgated by any federal, state or local government entity or authority having jurisdiction over the Building, the Property or Tenant's business therein.

35. AUTHORSHIP. Neither party to this Lease shall be benefited or burdened by any rule of document interpretation or construction that otherwise would construe a document or provision against the interest of the author of that document or provision.

36. CAPTIONS. The captions, headings, article and section numbers, and index appearing in this Lease have been inserted only for convenience of reference and are intended in no way to define, limit, construe, or circumscribe the scope or intent of the sections or articles designated thereby nor in any way to affect this Lease.

37. ACCORD AND SATISFACTION. Payment by Tenant or receipt by Landlord of a lesser amount of rent or other charges herein stipulated shall be deemed to be on account of the earliest stipulated rent or other charges, and no endorsement or statement on any check or any letter accompanying any check payment as rent. Other charges shall be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or other charges or pursue any other remedy in this Lease against Tenant.

38. GOVERNING LAW. This Lease shall be construed in accordance with the laws of Pennsylvania. If any provision of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby and each provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed and their respective seals thereunto affixed as of the day and year first above written.

WITNESS:

LANDLORD: RADNOR TOWNSHIP

By:_____

Name: Jack Larkin

Title: President, Board of Commissioners

WITNESS:

TENANT: PHILADELPHIA AREA SCHOOL
BUSINESS OFFICERS ASSOCIATION

By:_____

Name:

Title:

Radnor Township
PROPOSED LEGISLATION
ADOPTION



TO: Board of Commissioners

FROM: Kevin W. Kochanski, Community Development Director

LEGISLATION: This petition was filed by 210 N. Aberdeen Associates, LLC to establish regulations for residential housing options within the C-3 Commercial Service District.

LEGISLATIVE HISTORY: This ordinance was formally introduced on February 24, 2020. Over the course of the last year, the petitioner and property owner in the subject area, 210 N. Aberdeen Associates LLC, has been working with Staff and the residents in the subject area to develop an ordinance that provides for an appropriate mix of residential and non-residential uses. Townhouse development would now be permitted in certain areas of the C3 district and would serve as a transition from the adjacent single family uses in the adjoining areas/districts to the existing commercial uses currently found in the C3 District. This amendment would also decrease the amount of allowable impervious coverage from 65% to 60% for this type of development.

PURPOSE AND EXPLANATION: The proposed amendment provides detailed use regulations and requirements for specific residential housing uses within the C-3 Commercial Service District. This ordinance will allow for a variety of commercial and now residential uses in close proximity to Wayne.

Delaware County Planning Commission – Please see attached comments. Recommended approval per their April 17, 2020 memo.

Radnor Township Planning Commission – The Planning Commission recommended approval. Please see attached.

RECOMMENDED ACTION: The Staff would respectfully recommend that this Ordinance be adopted on May 11, 2020.

Thank you for your consideration.

MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ◊
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
SEAN M. GRESH
KELLY L. EBERLE *
JOEL STEINMAN
MATTHEW E. HOOVER
COLBY S. GRIM
MICHAEL K. MARTIN
MITCHELL H. BAYLARIAN
IAN W. PELTZMAN
WILLIAM D. OETINGER
ROBERT D. CARO

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

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ESTABLISHED 1895 AND 1956,
RESPECTIVELY
125TH ANNIVERSARY 1895-2020

www.grimlaw.com

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

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL
104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374
(215) 536-1200
FAX (215) 538-9588
(215) 348-2199
FAX (215) 348-2520

April 20, 2020

SENT VIA ELECTRONIC CORRESPONDENCE

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

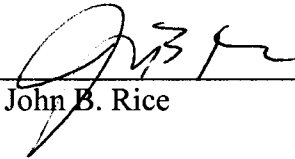
Re: Radnor Township – C-3 Ordinance

Dear Legal Department:

Enclosed please find for advertisement in the April 30th and May 4th editions of your newspaper, a Legal Notice for the possible enactment of the above ordinance by the Board of Commissioners of Radnor Township at their meeting on May 11, 2020. Kindly provide proof of publication and your invoice for the advertisement directly to Radnor Township, c/o Bill White, 301 Iven Avenue, Wayne, PA 19087. A full copy of the text of the ordinance is enclosed for public inspection. If you have any questions regarding the enclosed, please do not hesitate to contact my office.

Sincerely,

GRIM, BIEHN & THATCHER

By: 
John B. Rice

JBR/hlp

Enclosure

cc: Bill White (w/encl.) – via email
Jennifer DeStefano (w/encl.) – via email

LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will hold a public hearing on May 11, 2020 at 6:30 p.m. at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 for the purpose of receiving public comment and considering for possible adoption an ordinance, a summary of which is provided below, amending the Radnor Township Zoning Ordinance amending Article I and Article XIII at Sections 280-4 B., 280-54, 280-55 and 280-56, as follows:

SUMMARY OF ORDINANCE NO. _____

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP ZONING ORDINANCE TO ALLOW TOWNHOUSE DEVELOPMENTS IN CERTAIN AREAS OF THE C-3 SERVICE COMMERCIAL DISTRICT AND TO PROVIDE REGULATIONS THEREFORE

Section 1.

1. Amends §280-4 B. to add a definition for the term “Townhouse”.
2. Revises §280-54 to state additional purposes and objectives in the C-3 Service Commercial District to provide for an appropriate mix of residential and non-residential uses and to buffer proposed residential uses from commercial uses where there is not access to an arterial highway.
3. Revises §280-55 to provide use regulations for the construction, conversion, and/or use of a nonresidential building in the C-3 Service Commercial District; and amends §280-55 to provide use and location regulations for townhouse developments; and reorders the existing use regulations relating to accessory uses in the C-3 Service Commercial District in §280-55.
4. Revises §280-56 to provide dimensional regulations for Townhouses

Section 2. Repealer

Section 3. Severability

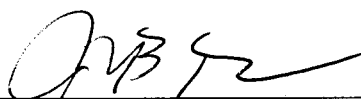
Section 4. Effective Date. Provides that the proposed Ordinance shall become effective in accordance with the Radnor Township Home Rule Charter

Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on May 11, 2020.

A handwritten signature in black ink, appearing to read "JBR", written over a horizontal line.

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

ORDINANCE NO.

AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AMENDING THE TOWNSHIP ZONING ORDINANCE TO ALLOW TOWNHOUSE DEVELOPMENTS IN CERTAIN AREAS OF THE C-3 SERVICE COMMERCIAL DISTRICT AND TO PROVIDE REGULATIONS THEREFORE

IT IS HEREBY ORDAINED AND ENACTED by the Board of Commissioners of Radnor Township, Delaware County, Pennsylvania as follows:

Section 1.

Chapter 280. Zoning

Article I. §280-4 B. Definitions

The definition of Dwelling in §280-4 B. is hereby amended to add a definition of Townhouse which shall read as follows:

(4) TOWNHOUSE

A building containing three (3) or more dwelling units with each dwelling unit designed and occupied exclusively as a residence for one (1) family, having independent outside access, and attached to but separated from adjoining dwellings by not more than two (2) party walls.

Article X111. C-3 Service Commercial District

§280-54. Purpose and objectives; application of regulations.

A. C-3 Service Commercial Districts make appropriate provision for a wide range of highway-oriented retail, automotive and heavier service-type business activities which ordinarily require main-highway locations and cater to transient as well as to local customers, **and for an appropriate mix of residential and nonresidential uses.** Among the objectives of C-3 Service Commercial Districts are:

(4) To buffer adjacent existing and proposed residential uses from commercial uses where there is not access to an Arterial highway.

§280-55. Use regulations.

A detached **nonresidential** building may be erected or used and a lot may be used or occupied for any one of the following **nonresidential** purposes, provided that the use and conversion of any existing dwelling **to a non-residential use** shall comply with the provisions of §280-45.

Townhouse dwelling units are permitted subject to compliance with the requirements below.

I. A townhouse development, provided the site area is located in excess of 450 feet from an arterial street, as defined in §255-6D of the Subdivision and Land Development Ordinance, and is adjacent to or across the street from a Residence District listed in §280-5. Townhouses shall meet the requirements of §280-93.

J. Accessory uses, as permitted in §280-47J.

§280-56. Area and height regulations.

A. Lot area and width. Every lot shall have a lot area of not less than 30,000 square feet, and such lot shall be not less than 150 feet in width at the building line.

(1) Lot area and width exception for townhouses. Each townhouse dwelling unit shall meet the lot and area requirements below, provided that a townhouse development may be located on a single lot provided that the development complies with §280-36 (Special regulations for multiple-dwelling groups) and either the Pennsylvania Planned Community Act or the Pennsylvania Condominium Act, and further provided that each townhouse unit demonstrates compliance with the lot area and width requirements below. Except where exceptions are provided below, townhouses shall comply with the requirements of §280-56.

Minimum lot area per dwelling unit 3,250 square feet

*Minimum lot width for
each group of townhouses
(3 dwelling units or more)*

*100 feet at building
setback line*

*Minimum lot width
for each townhouse*

20 feet

Minimum yards:

Front-(from curb line)

25 feet

Side (between buildings)

*25 feet aggregate, 10 feet minimum
(between buildings), 10 feet from
property line for end units*

Rear

25 feet

Lot Coverage

60% maximum impervious surface

**Key- Bold and Italics = Proposed Additions to Code*

Section 2. Repealer. All ordinances or parts of ordinances which are directly inconsistent herewith are hereby repealed.

Section 3. Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 4. Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and **ORDAINED** this _____ day of _____, 2020.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Jack Larkin, Esquire
Title: President

ATTEST: _____
Secretary



DELAWARE COUNTY PLANNING DEPARTMENT

1055 E. Baltimore Pike – Suite 100

Media, PA 19063

Phone: (610) 891-5200

Email: planning_department@co.delaware.pa.us

COUNCIL

BRIAN P. ZIDEK
CHAIRMAN

DR. MONICA TAYLOR
VICE CHAIR

KEVIN M. MADDEN
ELAINE PAUL SCHAEFER
CHRISTINE A. REUTHER

LINDA F. HILL
DIRECTOR

April 17, 2020

Mr. William White
Radnor Township
301 Iven Avenue
Wayne, PA 19087-5297

RE: Name of Petition: Townhomes in C-3 District
DCPD File No.: ZA-34-7516-20
Petitioner: Radnor Township
Recv'd in DCPD: February 26, 2020

Dear Mr. White:

In accordance with the provisions of Section 609 of the Pennsylvania Municipalities Planning Code, the above described proposal has been sent to the Delaware County Planning Commission for review. At a meeting held on April 16, 2020, the Commission took action as shown in the recommendation of the attached review.

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

Very truly yours,

A handwritten signature in blue ink that reads "Linda F. Hill".

Linda F. Hill
Director



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

Date: March 19, 2020
File No.: ZA-34-7516-20

PETITION: Townhomes in C-3 District
DATE OF PETITION: February 26, 2020
PETITIONER: Radnor Township
MUNICIPALITY: Radnor Township
TYPE OF REVIEW: Zoning text
PROPOSAL: Amend the text of the Township zoning ordinance to allow townhouses within the C-3 district
RECOMMENDATIONS: Approval
STAFF REVIEW BY: Michael A. Leventry

REMARKS:

ZONING TEXT AMENDMENT

The proposal is to change the zoning code to amend the text of the Township zoning ordinance to allow townhouses within the C-3 district.

PROPOSED AMENDMENT

Townhouse definition: The proposed petition modifies the code by adding a townhouse definition with stipulations regarding number of party walls and access.

C-3 District regulations: Criteria will be added to add townhouses within the district's purpose statement as well as within the district's uses. It also stipulates a 450' buffer from arterial roadways. Area and bulk regulations are adjusted to include specific provisions for townhouse developments.



Date: March 19, 2020
File No.: ZA-34-7516-20

REMARKS (continued):

COMPREHENSIVE PLAN

The proposed amendment appears to be consistent with Objective #7 within Radnor's Comprehensive Plan Update, Section 3 - Housing, Demographics, and Socioeconomics which states: "Encourage mixed-use districts as a means of increasing the housing supply while promoting diversity and neighborhood vitality".

TEXT AMENDMENT FINDINGS

Staff supports the proposed amendment as it will encourage mixed-use development that will be walkable to neighborhood commercial amenities.

ADOPTION

In accordance with Section 609(g) of the PA Municipalities Planning Code, an executed copy of the amendment must be forwarded to the County Planning Department within thirty (30) days of enactment.

RADNOR TOWNSHIP

ENGINEERING DEPARTMENT



Memorandum

To: Radnor Township Board of Commissioners

From: Stephen F. Norcini, PE, Township Engineer *SFN*

CC: William M. White, Township Manager
Kevin Kochanski, ZO, RLA, Director of Community Development
John Rice, Solicitor
Mary C. Eberle, Planning Commission Solicitor

Date: May 5th, 2020

Planning Commission Recommendation: C3 Zoning Amendment

The Planning Commission convened on March 2nd, 2020. The applicant, Christy Flynn of Rockwell Custom Homes was represented by attorney Nicholas Caniglia. Mr. Caniglia presented the proposed zoning amendment:

**An Ordinance of Radnor Township, Delaware County, Pennsylvania,
Amending the Township Zoning Ordinance to Allow Townhouse
Developments in Certain Areas of the C-3 Service Commercial District and
to Provide Regulations Therefore**

The Commissioners saw this ordinance several months ago, but the applicant requested a few minor changes to the draft before you in February. The changes, address setback requirements and a revision to the definition of "Townhouse". No other provisions of the ordinance have changed since you last reviewed it.

The attached Ordinance reflects the aforementioned changes. **The Planning Commission review these changes and unanimously recommended, 8-0, adoption of the Zoning Amendment.**

ORDINANCE NO.

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY,
PENNSYLVANIA, AMENDING THE TOWNSHIP ZONING ORDINANCE
TO ALLOW TOWNHOUSE DEVELOPMENTS IN CERTAIN AREAS OF
THE C-3 SERVICE COMMERCIAL DISTRICT AND TO PROVIDE
REGULATIONS THEREFORE**

IT IS HEREBY ORDAINED AND ENACTED by the Board of Commissioners of Radnor Township, Delaware County, Pennsylvania as follows:

Section 1.

Chapter 280. Zoning

Article I. §280-4 B. Definitions

The definition of Dwelling in §280-4 B. is hereby amended to add a definition of Townhouse which shall read as follows:

(4) TOWNHOUSE

A building containing three (3) or more dwelling units with each dwelling unit designed and occupied exclusively as a residence for one (1) family, having independent outside access, and attached to but separated from adjoining dwellings by not more than two (2) party walls.

Article X111. C-3 Service Commercial District

§280-54. Purpose and objectives; application of regulations.

A. C-3 Service Commercial Districts make appropriate provision for a wide range of highway-oriented retail, automotive and heavier service-type business activities which ordinarily require main-highway locations and cater to transient as well as to local customers, **and for an appropriate mix of residential and nonresidential uses.** Among the objectives of C-3 Service Commercial Districts are:

(4) To buffer adjacent existing and proposed residential uses from commercial uses where there is not access to an Arterial highway.

§280-55. Use regulations.

A detached **nonresidential** building may be erected or used and a lot may be used or occupied for any one of the following **nonresidential** purposes, provided that the use and conversion of any existing dwelling **to a non-residential use** shall comply with the provisions of **§280-45.**

Townhouse dwelling units are permitted subject to compliance with the requirements below.

I. A townhouse development, provided the site area is located in excess of 450 feet from an arterial street, as defined in §255-6D of the Subdivision and Land Development Ordinance, and is adjacent to or across the street from a Residence District listed in §280-5. Townhouses shall meet the requirements of §280-93.

J. Accessory uses, as permitted in §280-47J.

§280-56. Area and height regulations.

A. Lot area and width. Every lot shall have a lot area of not less than 30,000 square feet, and such lot shall be not less than 150 feet in width at the building line.

(1) Lot area and width exception for townhouses. Each townhouse dwelling unit shall meet the lot and area requirements below, provided that a townhouse development may be located on a single lot provided that the development complies with §280-36 (Special regulations for multiple-dwelling groups) and either the Pennsylvania Planned Community Act or the Pennsylvania Condominium Act, and further provided that each townhouse unit demonstrates compliance with the lot area and width requirements below. Except where exceptions are provided below, townhouses shall comply with the requirements of §280-56.

Minimum lot area per dwelling unit 3,250 square feet

*Minimum lot width for
each group of townhouses
(3 dwelling units or more) 100 feet at building
setback line*

*Minimum lot width
for each townhouse 20 feet*

Minimum yards:

Front-(from curb line) 25 feet

*Side (between buildings) 25 feet aggregate, 10 feet minimum
(between buildings), 10 feet from
property line for end units*

Rear 25 feet

Lot Coverage 60% maximum impervious surface

**Key- Bold and Italics = Proposed Additions to Code*

Section 2. Repealer. All ordinances or parts of ordinances which are directly inconsistent herewith are hereby repealed.

Section 3. Severability. If any section, paragraph, subsection, clause or provision of this Ordinance shall be declared invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of this Ordinance as a whole or any part thereof other than that portion specifically declared invalid.

Section 4. Effective Date. This Ordinance shall become effective in accordance with the Home Rule Charter of Radnor Township.

ENACTED and **ORDAINED** this _____ day of _____, 2020.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

By: _____
Name: Jack Larkin, Esquire
Title: President

ATTEST: _____
William M. White, Manager/Secretary

Radnor Township

PROPOSED LEGISLATION



DATE: May 11, 2020

TO: Board of Commissioners

FROM: Robert V. Tate, Jr. Acting Finance Director

LEGISLATION: Ordinance 2020-09 amending Chapter 62 of the Radnor Township Code, relating to the Civilian Employees' Pension Plan.

LEGISLATIVE HISTORY: As currently written, the Civilian Employees Pension Plan provides for a *Defined Benefit* pension plan (DB Plan) for employees hired before January 1, 2014. As collectively bargained with the Radnor Association of Township Employees (RATE) union, this benefit was discontinued for newly hired employees beginning January 1, 2014 and such newly hired employees thereafter were eligible to enroll in the Township's Deferred Compensation 457 Plan.

PURPOSE AND EXPLANATION: The Administration recognizes that providing a pension plan other than an employee-only funded deferred savings plan is integral to hiring and retaining qualified employees. The Administration recognizes the value of our long-term employees who are invested in providing superior service to the residents, businesses and visitors to the Township. Hiring and retaining qualified employees helps to insure that the next generation of Township employees will continue to provide the same superior levels of service

Recognizing the fiscal burden that a *Defined Benefit* plan may impose on the Township, the Administration is seeking to amend the pension ordinance to provide for a *Defined Contribution* pension plan for employees hired since January 1, 2014.

** Please see attached memo from Joe Rudolf dated February 21, 2020 for more detailed information. **

FISCAL IMPACT: The *Defined Contribution* Plan will be funded through a combination of employee and employer contributions. Employees will contribute 5% of eligible W-2 earnings (similar to the *Defined Benefit* Plan) and the Township will match the employee contributions of 5%.

The State of PA provides funding for qualified municipal pension plans in the form of State Aid which are monies earmarked by the State from taxes paid upon premiums by foreign casualty insurance companies. Such monies will be designated by the Township to fund the employer contributions to the *Defined Contribution* pension plan, offset the payment of the plan's administrative expenses, and any excess will be utilized to fund the *Defined Benefit* plans.

RECOMMENDED ACTION: The Administration respectfully recommends that Ordinance 2020-09 be introduced on May 11, 2020 and adopted on June 8, 2020, with an effective date of June 30, 2020. Thank you for your consideration.

TO: Jack Larkin

CC: Bill White and Bob Tate

FROM: Joe C. Rudolf

DATE: February 21, 2020

SUBJECT: Radnor Township – Retirement Benefits for Post-2013 Employees

After a meeting with Bill White and Bob Tate on Wednesday, February 19th, regarding the roll out of a Defined Contribution (“DC”) retirement plan for non-uniformed employees hired after January 1, 2014, Bill asked me to prepare a memorandum to summarize that meeting. Below is my summary.

Background

1. Current Pension Benefits – Since 1957, Radnor has provided a Defined Benefit (“DB”) pension benefit for its non-uniformed employees with the same plan covering both non-union and RATE employees. The DB Plan was closed to new employees on December 31, 2013. Any non-uniformed employee hired on or after January 1, 2014 does not participate in a Township funded Plan but has the option to defer income on a pre-tax basis to a 457 Plan which is available to all Township employees. All pre-2014 non-uniformed employees contribute 5% of pay to the DB Plan. At present, there are 16 employees excluded from the DB Plan. However, when current and anticipated openings are filled, that number will be over twenty.

2. Pension Funding under Act 205 – In 1985, the Pennsylvania General Assembly passed Act 205 which changed the landscape of municipal pensions. First, the Act imposed a tax on casualty insurance companies doing business in Pennsylvania who were not incorporated in Pennsylvania. The money that is collected during a calendar year is then distributed to municipal pension of municipal funds. Each year the Attorney General’s Office calculates a unit value which serves as a component in the formula for how these tax revenues are distributed. In 2019, the unit value was \$5,120, and each uniformed employee (Police and Fire) employed at least six months in the calendar year counts as two units and each non-uniformed employee counts as one unit. However, the amount of State Aid that each municipality receives is capped at the lesser of the total amount of money needed to cover the Minimum Municipal Obligation (“MMO”) for all eligible Plans or the total amount of employee units multiplied by the unit value. Because of the amount of unfunded liability in the Radnor Police Pension Plan, the Township has been and expects to continue to receive Act 205 monies equal to all employee units multiplied by the unit value.

Second, Act 205 mandated annual funding of a municipality's pension obligations and biennial actuarial studies of each Plan's financial status.

Proposed DC Plan for Non-Uniformed Employees Hired after 2013

1. Terms – Attached is a two-page overview prepared by Mockenhaupt, the Township's actuary. Basically, the Township would contribute 5% of the employee's base salary and the employee would have a mandatory 5% pretax contribution. As noted above, this 5% employee contribution would be the same as employees in the DB Plan. Vesting would be tiered over ten years. Participation would be mandatory for non-uniformed employees regardless of whether they are union or non-union. As is discussed in more detail below, the Plan could be implemented for non-union employees with an amendment to current the Pension Ordinance for non-uniformed employees but must be negotiated with RATE before union employees could participate. Moreover, if adopted this year, State Aid will be received in Fall 2021 only for employees who participated for at least six months in 2020 which means we have a June 30 deadline.

2. Funding – If the sixteen employees hired after 2013 had participated in this DC Plan in 2019, then in Fall 2020, the Township would be receiving approximately \$81,920 in State Aid (16 x \$5,120 for unit value). The 2019 salaries for these 16 employees totaled \$847,524 and the 5% Township contribution would be \$42,370. Since the Police Pension Plan is underfunded, the Township would net \$39,500 more that the cost of funding the new DC Plan; and, that extra State Aid could be applied to the Police MMO freeing up that amount of General Fund dollars.

3. Reliance on Act 205 Monies – Based on an internet search, in 2015, the State distributed almost \$250M in Act 205 monies to municipal pension funds. This revenue is collected from a 2% tax on casualty insurance companies who are incorporated outside of Pennsylvania. The elimination of this tax would allow non-Pennsylvania insurance companies to better compete against Pennsylvania companies and push most municipalities towards bankruptcy. Without sounding glib, eliminating the Real Estate Transfer Tax, the Business Privilege Tax or even the Earned Income Tax would be more likely because any of those repeals would arguably benefit Pennsylvania residents. The one variable that should be considered is that the unit value fluctuates year to year. In 2019, it was \$5120; in 2015, it was \$3921; and in 2010, it was \$3235. Using the 2019 salary total of \$847,524 for the 16 "new" employees, the Township receives an extra \$39,500 with a unit value of \$5,120. The Township would always net some additional State Aid as long as the unit value was greater than \$2,656.

Roll Out of DC Plan

1. Preliminary Steps

State Aid is not immediately available for *new* pension plans and the selection of a *new* plan administrator would require an open selection process which would be costly and time consuming. Consequently, the Township needs to confirm that the adoption of the DC Plan can be treated as an amendment to the existing DB Plan; and that PFM, the administrator for all

current Township Pension Plans, can also administer the proposed DC Plan. It is anticipated that the answer to both questions is yes.

2. Sequence of the Roll Out

Since the Township must negotiate the terms of the DC Plan with RATE for its union employees, I would strongly recommend adopting the DC Plan for non-union employees and expressly state in the Pension Ordinance Amendment that the DC Plan will apply to RATE employees only after the Township fulfills its bargaining obligation with RATE. By getting the DC Plan up and running, RATE becomes severely restricted in its ability to modify the terms of the Plan. By analogy, with Police wage increases locked in at 2.75% until 2024, whenever they negotiates the next contract, RATE recognizes that they can only expect to get the same 2.75% as the Police.

While we discussed at our meeting consideration of whether the Township wanted to change anything in the RATE contract, such as work rules, paid leave time and benefits other than pension, the initial reaction was no, there is nothing to address. However, that conversation has not been concluded and it is possible that additional issues could arise. At this time though, once the DC Plan has been adopted, a reopener of the RATE contract to extend the term with 2.75% wage increases and to open the the DC Pension Plan to post-2013 hires should be everything.

If you have any questions or would like to discuss this Memo, please feel free to call or email at your convenience.

JCR:jg

TOWNSHIP OF RADNOR
ORDINANCE ~~99-29~~ _____

AN ORDINANCE OF RADNOR TOWNSHIP RELATING TO THE ESTABLISHMENT AND MAINTENANCE OF TOWNSHIP EMPLOYEES' PENSION BENEFIT FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN APPLICABLE TO THE NON-UNIFORMED EMPLOYEES OF SAID TOWNSHIP, AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Board of Commissioners ("Board") of the Township of Radnor, Pennsylvania ("Township"), and it is HEREBY ORDAINED AND ENACTED by authority of the same that:

The Radnor Township Civilian Employees Pension Plan ("Plan"), which was previously established for the benefit of the Township's non-uniformed employees and which has been amended and restated by ordinances of the Board thereafter, shall be and hereby is amended and supplemented in the following respects:

Effective ~~January 1~~ _____, ~~1998~~2020, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

CIVILIAN EMPLOYEES PENSION PLAN
RADNOR TOWNSHIP, PENNSYLVANIA

Established January 1, 1957

Amended and Restated

Effective as of ~~January 1, 1998~~ January 1, 2020

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[JG1]: Inputted page numbers to reflect continuation of page numbering. I also cleaned up the page numbering throughout the document.

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PREAMBLE

The Township of Radnor established by Ordinance No. 938, approved June 25, 1957, a pension plan for certain employees effective January 1, 1957, which was administered pursuant to Group Annuity Policy No. GA-120 issued by New England Mutual Life Insurance Company. The plan and policy were amended from time to time thereafter.

The pension plan was completely restated effective as of January 1, 1974, and again effective as of January 1, 1990, and has been amended from time to time thereafter.

The Township desires to continue to provide a pension plan for its civilian employees and wants to incorporate all amendments ~~heretofor~~heretofore enacted into the plan document. The Township intends to operate the Plan as a qualified governmental plan pursuant to the Internal Revenue Code, as amended. Therefore, the plan document for the Radnor Township Civilian Employees Pension Plan is completely restated and amended effective January 1, ~~1998~~2020, as follows:

DEFINED BENEFIT PROVISIONS

ARTICLE I. DEFINITIONS

- 1.010 "*Accrued Benefit*" shall mean, as of any given date, the benefit determined under section 5.020.
- 1.020 "*Accumulated Contributions*" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at five percent (5%) per annum. Such interest shall be credited and compounded annually from the last day of the Plan Year in which the contribution is deposited until the first day of the month in which distribution shall occur. Accumulated Contributions shall also include an additional amount as set forth in Section 4.050 for each Participant eligible to receive such additional amount.
- 1.030 "*Act*" shall mean the Municipal Pension Plan Funding Standard and Recovery Act, enacted as P.L. 1005 (Act 205 of 1984), as amended.
- 1.040 "*Actuarial Equivalent*" shall mean two forms of payment of equal actuarial present value on a specified date based on mortality according to the UP-1984 Mortality Table and an interest rate of seven percent (7%).
- 1.050 "*Actuary*" shall mean the person, partnership, association or corporation which at ~~any~~ given time is serving as Actuary; provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- 1.060 "*Aggregate Service*" shall mean the total period of the Participant's Employment. Notwithstanding the preceding sentence, any Participant who shall have received a distribution of Accumulated Contributions with respect to a period of Employment, shall not have such period included in Aggregate Service unless, upon recommencement of Employment, the amount so distributed shall be repaid to the Fund with interest, calculated at a rate of seven percent (7%) and in the same manner as described in section 1.020.

- 1.070 "*Basic Monthly Earnings*" shall mean the total compensation of the Employee, whether salary or hourly wages, including overtime pay, holiday pay, longevity pay and any other form of compensation paid by the Employer for services rendered. Basic Monthly Earnings shall also include fixed, periodic amounts paid for periods during which the Participant is not actively employed, which amounts are paid directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, other than under this Plan (including, without limitation, a workers' compensation program or payments made under the Pennsylvania Heart and Lung Act, the Family and Medical Leave Act of 1993, or other applicable laws). The compensation used in determining an Employee's Basic Monthly Earnings shall be limited to \$200,000 per Plan Year, adjusted for inflation in accordance with Code Section 401(a)(17).
- 1.080 "*Beneficiary*" shall mean the person or entity designated by the Participant to receive any benefits payable under this Plan by reason of the Death of the Participant unless expressly provided otherwise. In the event that a Participant does not designate a Beneficiary or his/her Beneficiary goes not survive him/her, the Beneficiary shall be his/her surviving spouse; or if there is no surviving spouse, his/her issue, *per stirpes*; or if there is no surviving spouse or surviving issue, his/her parents, if then surviving; or if there is no surviving spouse, issue, or parents, his/her brothers and sisters, if then surviving; or if there is no surviving spouse, issue, parents, or brothers or sisters, his/her estate; but if no personal representative has been appointed, to those persons who would be entered to his/her estate under the intestacy laws of the Commonwealth of Pennsylvania if s/he had died intestate and a resident of Pennsylvania.
- 1.090 "*Board*" shall mean the Board of Commissioners of Radnor Township.
- 1.100 "*Chief Administrative Officer*" shall mean the Township Manager ("Manager") appointed by the Board.
- 1.110 "*Code*" shall mean the Internal Revenue Code of 1986, as amended.
- 1.120 "*Early Retirement Date*" shall mean the first of the month coincident with or next following the month in which a Participant retires if such date is before his/her Normal Retirement Date but on or after the date on which s/he has both completed 15 years of Aggregate Service and has attained age 60.
- 1.130 "*Employee*" shall mean any individual employed by the Employer on a regular full-time and nonseasonal basis. For purposes of this section 1.120, "employed on a full-time basis" means that the individual is normally scheduled to work a minimum of 35 hours per week. "Employee" as used herein shall not include sworn police officers, elected officials, or any appointed management employee with whom the Employer has entered into an individual employment agreement that excludes such official's participation in this pension plan.
- 1.140 "*Employer*" shall mean Radnor Township, a Home Rule Municipality located in Delaware County, Pennsylvania.
- 1.10 "*Employment*" shall mean any period of time for which an Employee is entitled to a Salary paid by the Employer for services rendered and any period for which an Employee is absent from work because of an approved leave of absence. An approved leave of absence shall include (a) any period of time for which salary continuation payments are payable, such as vacation, holidays, sickness or

periods covered by entitlement to workers' compensation or similar benefits; (b) any period of voluntary or involuntary military service so long as the Employee returns to active Employment within six (6) months following such longer period as may be required by law or the terms of a collective bargaining agreement; (c) any period of leave, paid or unpaid, taken under the Family and Medical Leave Act of 1993; and (d) such other period of time which the Board in their sole discretion may determine to be an approved leave of absence.

- 1.150 "*Final Monthly Average Salary*" shall mean the average monthly Salary received by the Participant and paid by the Employer during the last thirty-six (36) months immediately preceding retirement. Any single sum payments for accumulated but unused sick time or other single sum payments to an Employee for performance or other purposes shall not be included in the calculation of Final Monthly Average Salary unless otherwise authorized by collective bargaining or individual employment agreements.
- 1.160 "*Insurer*" or "*Insurance Company*" shall mean a legal reserve life insurance company, which may issue a policy under this plan.
- 1.170 "*Normal Retirement Date*" shall mean the first of the month coincident with or next following the date on which the Participant has attained age 62 and has completed a minimum of five (5) years of Credited Service.
- 1.180 "*Participant*" shall mean an Employee who has met the participation requirements of the Plan as provided in section 3.010.
- 1.190 "*Pension Fund*" or "*Fund*" shall mean the fund or funds administered under the terms of this Plan, which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.200 "*Plan*" shall mean the Plan set forth herein, as amended from time to time and designated as the "Radnor Township Civilian Employees Pension Plan."
- 1.210 "*Plan Administrator*" shall mean the Civilian Pension Board appointed by the Board of Commissioners to administer the provisions of the Plan pursuant to Section 2.020. In the event that no appointment of such Pension Board is made, the Plan Administrator shall consist of (a) the Township Manager ("Manager"), (b) the Finance Director, and (c) the Assistant Finance Director or another management official selected by the Manager.
- 1.220 "*Plan Year*" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.230 "*Policy*" or "*Contract*" shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of the Act.
- 1.240 "*Restatement Date*" shall mean, January 1, 1998, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.250 "*Salary*" shall mean regular fixed amounts paid at periodic intervals including regular salary or hourly wages, longevity pay, holiday pay, vacation pay, sick pay, and personal leave pay plus

overtime compensation, shift differential, and payments made in accordance with U.S. Department of Transportation regulations covering drug testing for an Employee required to have and maintain a commercial driver's license, as so authorized by collective bargaining agreements.

Salary used to calculate benefits hereunder shall be limited to \$200,000 per year, adjusted for inflation in accordance with Code Section 401(a)(17).

ARTICLE II.
ADMINISTRATIVE PROVISIONS

2.010 *Plan Operated Under Supervision of the Board of Commissioners.* The operation of the Plan shall be supervised by the Board. The Board shall have the power and authority, either directly or through the Plan Administrator, to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan.

The Plan Administrator shall keep such records as may be necessary for the determination of the status of each Participant and the presumptive share of each Participant in the Fund as determined by the Actuary.

The Board shall have authority and shall be charged with the performance of the duties set forth in this Plan, but shall have the authority by general rule or special decision to determine and make provisions for such items necessary for the proper carrying out and enforcement thereof that are not specifically provided by this Plan at all times, subject to change by proper ordinance or resolution.

2.020 *Civilian Pension Board.* The Board of Commissioners at its sole discretion may appoint or direct the Township Manager to convene a Civilian Pension Board to act as Plan Administrator pursuant to Section 2.010. The Civilian Pension Board shall be composed of the following nine (9) individuals, each having one vote on related matters:

- (A) President of the Board of Commissioners, who shall serve as Co-Chair of the Pension Board.
- (B) Another member of the Board of Commissioners, who shall be appointed annually by the President of the Board.
- (C) Township Manager, who shall serve as the Chief Administrative Officer of the Plan and Co-Chair of the Pension Board.
- (D) Finance Director, who shall serve as the Chief Financial Officer of the Plan.
- (E) Assistant Finance Director or another management official selected by the Manager.
- (F) One active Plan Participant selected by the Manager; this employee may not serve for more than four years consecutively.
- (G) Two active Plan Participants, selected by the Radnor Association of Township Employees (RATE) or any successor organization designated to represent certain Participants in collective bargaining.
- (H) One retired employee, who is receiving a monthly pension from the Plan, selected by the Manager in consultation with the Pension Board and RATE.

The Civilian Pension Board shall meet at least once each quarter to discuss the allocation of plan assets, investment performance, and other business related to the Plan. Certain information about

Plan participants and retirees (such as pension benefits, beneficiaries, etc.) shall be kept confidential by all Pension Board members.

2.030 *Investment Policies.* The Plan Administrator shall develop policies and procedures governing the allocation and investment of all Plan assets. It is the intent of the Board that all assets of the Plan shall be invested in a prudent manner designed to meet the actuarially determined funding needs of the Plan. If it so elects, the Plan Administrator may elect to invest all or a portion of the Pension Fund's assets in Policies issued by an Insurer.

ARTICLE III. PARTICIPATION IN THE PLAN

3.010 *Eligibility Requirements.* As a condition of Employment, each Employee shall participate herein as of the date on which his/her Employment first commences or recommences.

3.020 *Designation of Beneficiary.* Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice, which designates his/her Beneficiary or Beneficiaries, to the Plan Administrator at the time his/her participation commences. (The Beneficiary shall receive a refund of Accumulated Contributions if such refund is payable pursuant to Section 6.010.) The Participant's election of any such Beneficiary or Beneficiaries may be rescinded or changed, without the consent of the Beneficiary or Beneficiaries, at any time, provided the Participant provides the Employer with written notice of the changed designation.

ARTICLE IV. CONTRIBUTIONS

4.010 *Participant Contributions.* Each Participant shall make regular monthly contributions to the Plan at a rate of five percent (5%) of his/her Basic Monthly Earnings.

4.020 *Payment of Participant Contributions.* A Participant's contributions shall be deducted from his/her Basic Monthly Earnings in each month, or other periodic increments thereof, of his/her Aggregate Service during which s/he receives payments of Basic Monthly Earnings.

4.030 *Reduction of Participant Contributions.* Notwithstanding the preceding Sections 4.010 and 4.020, if an actuarial study performed by the Actuary shows that the condition of the Pension Fund is such that payments into the Pension Fund by Participants may be reduced below the minimum percentages prescribed in Section 4.010, or may be eliminated, and that if such payments are reduced or eliminated, contributions by the Employer will not be required to keep the Pension Fund actuarially sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the Pension Fund by Participants.

4.040 *Payments of State Aid.* Payments of general municipal pension system state aid, or any other amount of state aid received in accordance with the Act from the Commonwealth of Pennsylvania, which are received by the Employer and deposited into the Pension Fund governed by this Plan, shall be used as follows:

- (A) First, to reduce the unfunded liability, or after such liability has been funded;
- (B) Next, to apply against the annual obligation of the Employer for future service costs;
- (C) Or, to the extent that the payment may be in excess of such obligation, to reduce Participant contributions hereunder.

4.040 *Employer Contributions.* The remainder of the annual contributions required under the provisions of the Act, as determined by the Actuary in accordance with the Act, shall become the obligation of the Employer and shall be paid into the Pension Fund by annual appropriations enacted by the Board.

4.050 *Longevity Contributions.* The Employer, to the extent it is able to do so and without using any state aid, shall contribute to an account established on behalf of each Participant after completing ten (10) years of Aggregate Service. The initial amount contributed, calculated from the date of hire of the Participant to the date of completion of fifteen (15) years of Aggregate Service, shall be equal to:

- (A) For Employment prior to January 1, 1986, two percent (2%) of annual earnings;
- (B) For Employment after December 31, 1985, and prior to January 1, 1988, three percent (3%) of annual earnings;
- (C) For Employment after December 31, 1987, and prior to January 1, 1990, four percent (4%) of annual earnings; and
- (D) For Employment after December 31, 1989, five percent (5%) of annual earnings.

Interest shall be credited at the rate of two percent (2%) per annum, in the manner set forth in Section 1.020.

Notwithstanding anything to the contrary, in the case of a Participant who dies while an Employee after completing five (5) years of Aggregate Service but prior to completing ten (10) years of Aggregate Service, Longevity contributions will be made based upon the vesting percentage set forth in section 8.030.

4.060 *No Reversion to the Employer.* At no time shall it be possible for Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants, and their Beneficiaries, except that contributions made by the Employer may be returned to the Employer if:

- (A) The contribution was made due to mistake of fact and the contribution is returned within one year of the mistaken payment of the contribution; or
- (B) The Plan is terminated as provided in Article X.

ARTICLE V.
RETIREMENT BENEFITS

5.010 *Normal Retirement.* Each Participant shall be entitled to normal retirement benefits provided that s/he retires from Employment on or after his/her Normal Retirement Date.

5.020 *Normal Retirement Benefit.* Each Participant entitled to normal retirement benefits pursuant to section 5.010 shall receive during his/her lifetime a monthly retirement income equal to 50 percent of his/her Final Monthly Average Salary, reduced by 1/20 for each year of Aggregate Service less than 20 full years. Benefit payments shall commence as of the first of the month coincident with or next following the Retirement Date.

5.030 *Late Retirement.* A Participant may continue to work beyond his/her Normal Retirement Date subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 5.010 continues to work beyond his/her Normal Retirement Date, no retirement benefits shall be paid until Employment ceases. The retirement benefit of a Participant who retires after his/her Normal Retirement Date shall be calculated on the basis of his Final Monthly Average Salary as of such Participant's actual date of retirement. Benefit payments shall commence as of the first of the month coincident with or next following the actual Retirement Date.

5.040 *Early Retirement.* Each Participant who completes fifteen (15) years of Aggregate Service and attains age sixty (60) while in Employment may elect to retire and receive an immediate benefit equal to his/her Accrued Benefit, which shall be actuarially reduced for early commencement in accordance with the factors prescribed in Section 1.040, or receive a deferred benefit equal to his/her Accrued Benefit with payment commencing as of the first of the month coincident with or next following his/her Normal Retirement Date.

5.050 *Payment of Benefits.* Except as otherwise provided herein, retirement payments under this Article V shall be payable as of the first day of the month coincident with or next following the Participant's retirement date and the first day of each month thereafter during the Participant's lifetime.

5.060 *Special Provision for Restated Plans.* The benefit amount of any Participant who may have retired prior to the Restatement Date shall not be in any way altered by the provisions of this Plan, except where otherwise expressly indicated herein, and shall continue to be determined on the basis of the terms of the Plan in effect on the day preceding the Restatement Date.

5.070 *Maximum Benefit Limitations*

- (A) Notwithstanding any other provision of this Plan, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the lesser of:
 - (1) \$90,000, assuming a single life annuity or qualified joint and survivor annuity (as defined for purposes of Code section 415), subject to cost-of-living adjustments made from time to time by Plan amendments or automatically in accordance with and in such amounts as are prescribed in or pursuant to regulations promulgated under Code section 415(d) (which adjustments shall not become effective prior to January 1 of the year for which such adjustment is made); or

(2) 100 percent of the Participant's average compensation for the three consecutive years of employment (or such lesser number as may apply if the employee does not have three consecutive years) in which s/he received the highest aggregate compensation while a Participant, and the rate of benefit accrual shall be frozen or reduced accordingly, subject to the provisions of subsection (B) below.

(B) The limitation provided in subsection (A) above shall be subject to the following conditions:

- (1) For purposes of the above limitations, "compensation" shall mean to Participant's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with an Employer maintaining the Plan. The term "compensation" as used in this Section 5.070 shall not include items such as the following:
 - (a) Contributions made by the Employer to a plan of deferred compensation to the extent that before the application of Code Section 415 limitations to that plan, the contributions are not includable in the gross income of the employee for the Taxable year in which contributed. In addition, Employer contributions made on behalf of an employee to a simplified employee pension described in Code Section 408(k) are not considered as compensation for the taxable year in which contributed to the extent such contributions are deductible by the employee under Code Section 219(b)(7). Additionally, any distributions from a plan of deferred compensation are not considered as compensation for Code Section 415 purposes, regardless of whether such amounts are includable in the gross income of the employee when distributed. However, any amounts received by an employee pursuant to an unfunded non-qualified plan may be considered as compensation for Code Section 415 purposes in the year such amounts are includable in the gross income of the employee.
 - (b) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the employee), or contributions made by an Employer (whether under a salary reduction agreement) towards the purchase of an annuity contract described in Code section 403(b) (whether the contributions are excludable from the gross income of the employee).
- (2) For purposes of the above limitations, if the benefit under the Plan is payable in any form other than in the forms described therein (without regard to ancillary benefits) or if the employees contribute to the Plan or make rollover contributions, the determination as to whether the limitations have been satisfied shall be made by adjusting the benefit so that it is the actuarial equivalent of the benefit described in subsection (A). For the purpose of making the adjustment in the form of the benefit to an actuarial equivalent, the interest rate shall not be less than the greater of five percent or the rate specified under the Plan's definition of Actuarial Equivalent.
- (3) If retirement income benefits commence prior to a Participant's attainment of age 62, the limitation contained in section 5.070(A)(1) shall be adjusted to the Actuarial Equivalent of a \$90,000 annual benefit commencing at age 62. The reduction under this section shall not reduce the limitation of section 5.070(A)(1) below \$75,000 if the benefit begins at or after age 55, or if the benefit begins before age 55, the amount which is the equivalent of the \$75,000 limitation for age 55. For the purpose of making this adjustment, the interest rate used shall not be less than the greater of five percent or the rate specified in the Plan's definition of Actuarial Equivalent.
- (4) If retirement income benefits commence after the Participant's attainment of age 65, the limitation described in section 5.070(A)(1) shall be adjusted so that such limitation (as so increased) equals an annual benefit (beginning when such retirement income benefit begins) which is the actuarial equivalent of a \$90,000 annual benefit commencing at age 65; provided, however, that in no case shall such benefit exceed the limitation contained in section 5.070(A)(2). For the purpose of

making this adjustment, the interest rate used shall not be less than the greater of five percent or the rate specified in the Plan's definition of Actuarial Equivalent.

- (5) Benefits payable to a Participant under this Plan shall be deemed not to exceed the limitations imposed by section 5.070(A) if the annual benefit payable to such Participant does not exceed \$10,000 (for this year or any prior year), provided such Participant has never participated in a defined contribution plan maintained by the Employer. If the Participant has completed less than ten (10) years of Aggregate Service with the Employer, such \$10,000 amount shall be multiplied by a fraction, the numerator of which is the number of years of Aggregate Service credited to the Participant and the denominator of which is ten. However, in no event will such adjustment reduce the limitation of this section to an amount less than \$1,000.
- (6) In the event a Participant has less than ten years of participation in the Plan, the limitations described in section 5.070(A) and this section shall be multiplied by a fraction, the numerator of which is the number of years of participation credited to the Participant and the denominator of which is ten.
- (7) For purposes of applying the limitations of this section, all defined benefit plans of the Employer shall be treated as one defined benefit plan, and all defined contribution plans shall be treated as one defined contribution plan.
- (8) For purposes of the above limitations, the limitation year shall be the Plan Year, unless such period is otherwise defined in a written resolution adopted by the Employer.

5.080 Required Distributions

- (A) Notwithstanding any provision of the Plan to the contrary, distributions shall not commence later than the later of (i) April 1 following the calendar year in which the Participant attains age 70-1/2; or (ii) April 1 following the calendar year in which the employee retires.
- (B) Notwithstanding any provision of the Plan to the contrary, if the Participant dies after distribution of his/her interest has begun, the remaining portion of his interest shall continue to be distributed at least as rapidly as under the method of distribution in effect prior to the Participant's death.
- (C) Notwithstanding any provision of the Plan to the contrary,
 - (1) If the Participant dies before distribution of his/her interest in the Plan commences, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, unless section 5.080(C)(2) applies.
 - (2) If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died; or (ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

For purposes of this Section 5.080, if the surviving spouse dies after the Participant but before benefit payments to such spouse commence, the provisions of this section 5.070 (excepting section 5.080(C)(2)) shall be applied as if the surviving spouse were the Participant.

5.080 *Assignment.* The pension payments provided herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant, his/her survivors, or his/her designated Beneficiary, and shall not be subject to assignment or transfer.

ARTICLE VI. DEATH BENEFITS

6.010 *Pre-Retirement.* If a Participant with less than ten (10) years of Credited Service dies while an Employee, his/her Beneficiary shall be entitled to a lump sum payment equal to his/her Accumulated Contributions. If a Participant with ten (10) or more years of Credited Service dies: (a) while an Employee (irrespective of his/her age or whether his/her death was service-related); or (b) and is a former employee who separated from employment with a vested deferred benefit and who has not received a refund of Accumulated Contributions or has not commenced to receive a pension benefit from the Plan; or (c) and was receiving long-term disability benefits from the Plan at the time of death and who has not reached his/her Normal Retirement Date, his/her surviving spouse and/or children shall, as described in this section below, be entitled to a monthly payment (for 120 months) equal to 100% of his/her Accrued Benefit (calculated as the actuarially equivalent of the Normal Form of benefit payment as of the Employee's date of death or, if earlier, the date of termination of employment), beginning on the first of the month coincident with or next following the date on which the Employee would have turned age 62 or, if the Employee is age 62 or older, the Employee's date of death.

The survivor benefit provided in this Section 6.010 shall be payable to the widow or widower of the deceased Participant until the earlier of (a) such widow/widower's remarriage or (b) 120 months after the commencement of said payments. In lieu of receiving monthly payments, the widow/widower may elect to receive a single sum actuarially equivalent to the value of the 120 monthly payments. If there is no widow/widower or if the widow/widower dies or remarries, the survivor benefit provided in this Section 6.010 shall be payable in equal shares to any surviving children. Payments to each surviving children shall cease as of the earlier of one or more children's death or the end of the 120-month period. If one or more children dies while receiving a survivor benefit, such children's share of said benefit shall be reallocated in equal shares to any remaining surviving children, then living, until the end of the 120-month period. In lieu of receiving monthly payments, any surviving children may elect to receive a single sum actuarially equivalent to the value of the remaining monthly payments (said selection must be made before any survivor receives his/her first monthly payment and said selection shall be irrevocable). If there are no surviving children or spouse, the Participant's Accumulated Contributions shall be payable to his/her estate.

6.020 *Post-Retirement.* If a Participant dies after termination of Employment, his/her Beneficiary shall be entitled to the survivor Benefit applicable to the Benefit Payment Option selected, except as otherwise provided in Section 6.010. If the Benefit payments have not yet commenced, the payments to the Beneficiary shall commence on the first day of the month coincident with or next following the date the Participant would have reached Normal Retirement Age. If the Participant dies after

termination of Employment but prior to selection of a Benefit option, the Participant will be deemed to have selected the Normal form of Benefit option beginning at Normal Retirement Age.

ARTICLE VII.
PAYMENT OF BENEFITS

7.010 *Normal Form.* The Normal Form of benefit payment shall be a single life form payable for the life of the Participant only, provided that if the Participant dies after payment has commenced and, prior to a point in time where the total amount paid does not equal or exceed the amount of his/her Accumulated Contributions then a single sum payment shall be made to the Beneficiary equal to the Accumulated Contributions less the total contributions paid to the Participant. If the Participant dies after receiving total payments that, equal or exceed the amount of Accumulated Contributions then no payment shall be made to the Beneficiary.

7.020 *Optional Forms of Payment.* In lieu of the Normal Form of Benefit payment, a Participant may elect, irrevocably, one of the following Optional Forms of Payment:

(A) *Life Form with 120 Payment Certain and Continuous* — A Participant may elect an optional form of payment that is a single life form guaranteed for 120 months. This form shall be actuarially equivalent to the Normal Form. Benefits shall be payable for the life of the Participant, but if the Participant dies prior to receipt of 120 monthly payments, the remainder shall be paid either as monthly payments continuing until a total of 120 monthly payments have been made or as a single sum actuarially equivalent to the value of the remaining monthly payments to a designated beneficiary. If the Participant dies after receiving 120 monthly payments, no additional payments shall be made.

(B) *Joint and Survivor Forms* —

(1) *50% Survivor* — A Participant may elect an Optional Form of Benefit that shall provide for a survivor benefit, equal to 50% of the monthly retirement benefit which a Participant was receiving at the time of death (as determined under sections 5.020, 5.030, or 5.040, as applicable), shall be payable to the deceased Participant's survivor as provided under this section. This optional form shall be actuarial equivalent to the Normal Form. The survivor benefit provided in this section shall be payable to the surviving spouse or surviving minor children of a Participant who is receiving normal, late, or early retirement benefits pursuant to sections 5.020, 5.030, and 5.040.

(2) *100% Survivor* — A Participant may elect an Optional Form of Benefit that shall provide for a survivor benefit, equal to 100% of the monthly retirement benefit which a Participant was receiving at the time of death (as determined under sections 5.020, 5.030, or 5.040, as applicable), shall be payable to the deceased Participant's survivor as provided under this section. This optional form shall be actuarially equivalent to the Normal Form. The survivor benefit provided in this section shall be payable to the surviving spouse or surviving minor children of a Participant who is receiving normal, late, or early retirement benefits pursuant to sections 5.020, 5.030, and 5.040.

(3)

~~(3)~~—*Payment of Joint and Survivor Benefits* — A survivor benefit provided under either Section 7.020(B)(1) or (2) shall be payable monthly to the widow or widower of the deceased Participant, beginning on the first of the month next following the death of the Participant, until the earlier of such widow's or widower's death or remarriage. If there is no widow or widower of the deceased Participant or if the widow or widower dies or remarries, the survivor benefit provided in Section 7.020(B)(1) or (2) shall be payable in equal shares to the deceased Participant's child or children who have not attained age 18 as of the date on which survivor benefit payments under this section would commence. Payments to each surviving child shall cease as of such child's death or attainment of age 18. Such child's share of the survivor benefit shall be reallocated in equal shares to any remaining surviving children, then living, who have not attained age 18.

ARTICLE VIII.
TERMINATION OF EMPLOYMENT

8.010 *Rights of Terminated Employees.* If a Participant ceases to be an Employee except as otherwise hereinbefore provided, his/her interest and rights under this Plan shall be limited to those contained in the following sections of this Article VIII.

8.020 *Payment of Accumulated Contributions and Longevity Contributions.* A Participant shall be entitled to receive a refund of his/her Accumulated Contributions and to any applicable Longevity Contributions to the Plan in a single cash payment, payable as soon as practicable following the Participant's termination of employment with the Employer. Upon receipt of such Accumulated Contributions, neither the Participant, his/her Beneficiary, his/her surviving spouse, nor his/her surviving children shall be entitled to any further payments from the Plan.

[JG2]: I think changing "of" to "from" makes it clearer that the employee has 90 days after separation to provide notice of intent to vest.

8.030 *Vested Benefits Upon Termination.* In lieu of receiving a refund of his Accumulated Contributions, a Participant who has completed five years of Aggregate Service with the Employer may elect to vest his/her retirement benefits under the Plan by filing a written notice of his/her intention to vest with the Plan Administrator within 90 days ~~of~~ from the date s/he ceases to be an Employee. A Participant who exercises such an option shall be eligible, upon attainment of what would have been his/her Normal Retirement Date had s/he continued to be an Employee, for a vested retirement benefit equal to his/her Accrued Benefit, determined as of the date on which s/he terminated Employment multiplied by the applicable vesting percentage set forth below:

Years of Service	Vesting Percentage
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

ARTICLE IX.

PROVISIONS TO COMPLY WITH THE MUNICIPAL PENSION PLAN
FUNDING STANDARD AND RECOVERY ACT OF 1984, AS AMENDED

9.010 *Actuarial Valuations.* The Plan's Actuary shall perform an actuarial valuation at least once every two years, unless the Employer is applying or has applied for supplemental state assistance pursuant to Section 603 of the Act, whereupon actuarial valuation reports shall be made annually or otherwise in accordance with the Act.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year. Such actuarial valuation shall be prepared and certified by an approved Actuary, as such term is defined in the Act. The Board hereby agrees to make necessary annual actuarially determined payments to the Plan to fully fund the past participation of any Employee who wasn't participating in the Plan prior to the Restatement Date but who is participating in the Plan on or after the Restatement Date, including but not limited to said Employee's Accumulated Contributions.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (A) Investment costs associated with obtaining authorized investments and investment advisory and management fees;
- (B) Accounting expenses;
- (C) Premiums for insurance coverage on Fund assets;
- (D) Reasonable and necessary counsel fees incurred for advice or to defend the Fund; and
- (E) Legitimate travel and education expenses for Plan officials; provided, however, that the Plan Administrator and other applicable municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

9.020 *Duties of Chief Administrative Officer.* Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer ("CAO"). The CAO shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the minimum obligation of the Employer with respect to funding the Plan for any given Plan Year. The CAO shall submit the financial requirements of the Plan and the minimum obligation of the Employer to the Board annually and shall certify the accuracy of such calculations in conformance with the Act.

9.030 *Benefit Plan Modifications.* Prior to the adoption of any benefit plan modification by the Employer, the CAO shall request and receive a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary and shall disclose the impact of the proposed

benefit plan modification on the future financial requirements of the Plan and the future minimum obligation of the Employer with respect to the Plan.

ARTICLE X.
AMENDMENT AND TERMINATION
OF PENSION PLAN

10.010 *Amendment of the Plan.* The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Board; provided, however, that:

- (A) No amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which he is entitled under this Plan with respect to contributions previously made;
- (B) No amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in Section 10.050, ever revert to or be used or enjoyed by the Employer;
- (C) No amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in Section 9.030 has been prepared and presented to the Board in accordance with the Act.

10.020 *Termination of the Plan.* The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer, in accordance with collective bargaining agreements and applicable laws and regulations.

10.030 *Automatic Termination of Contributions.* Subject to the provisions ~~of the~~ of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

10.040 *Distribution Upon Termination.* In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to his/her vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to, provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the

Employer which effects such termination.

- 10.050 *Residual Assets.* If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.
- 10.060 *Exclusive Benefit Rule.* In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XI.
MISCELLANEOUS PROVISIONS

- 11.010 *Plan Not a Contract of Employment.* No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted to them hereunder. Nothing herein shall be construed to give any Employee the right to remain in the employment of the Employer.
- 11.020 *Masculine/Feminine; Singular/Plural.* For purposes of this Plan, the masculine shall be read for the feminine and vice versa, and the singular shall be read for the plural, wherever the person or context shall plainly so require.
- 11.030 *Construction of Document.* This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, excepting such Commonwealth's choice of law rules.
- 11.040 *Headings.* The headings of articles are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, the text shall control.
- 11.050 *Severability of Provisions.* In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.
- 11.060 *Incapacity of Participant.* If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of Participant benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him/her and who has legal authority to act on his/her behalf, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him/her and who has legal authority to act on his/her behalf, and any such payments so made shall be deemed for every purpose to have been made to such Participant.
- 11.070 *Liability of Officers of the Plan Administrator and/or Employer.* Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer, employee, or agent of the Employer shall be personally liable to any Participant, Beneficiary, or other person under any provision of the Plan.

[JG3]: Should this say "legal guardian" or words to that effect. Joe, I am envisioning our current situation with Reid and the nursing home arguing this provision entitles them to his pension as they are "maintaining" him.

11.080 *Assets of the Fund.* Nothing contained herein shall be deemed to give any Participant or his/her Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

11.090 *Pension Fund for Sole Benefit of Participants.* The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

* * * * *

DEFINED CONTRIBUTION PROVISIONS

ARTICLE XII. DEFINITIONS

12.010 "Account Balance" shall mean the fund or funds administered under the terms of this Plan, which shall include all money, property, investments, Policies and Contracts standing in the name of the Participant. The Account Balance shall include all Accumulated Contributions made by the Participant and all Employer Contributions made on behalf of the Participant by the Employer.

12.020 "Accumulated Contributions" shall mean the total amount contributed by any Participant to their Account Balance.

12.030 "Act" shall mean the Municipal Pension Plan Funding Standard and Recovery Act, enacted as P.L. 1005 (Act 205 of 1984), as amended.

12.040 "Aggregate Service" shall mean the total period of the Participant's Employment. Notwithstanding the preceding sentence, any Participant who shall have received a distribution of Accumulated Contributions with respect to a period of Employment shall not have such period included in Aggregate Service unless, upon recommencement of Employment, the amount so distributed shall be repaid to the Plan.

12.050 "Basic Monthly Earnings" shall mean the total compensation of the Employee, whether salary or hourly wages, including overtime pay, holiday pay, longevity pay and any other form of compensation paid by the Employer for services rendered. Basic Monthly Earnings shall also include fixed, periodic amounts paid for periods during which the Participant is not actively employed, which amounts are paid directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, other than under this Plan (including, without limitation, a workers' compensation program or payments made under the Pennsylvania Heart and Lung Act, the Family and Medical Leave Act of 1993, or other applicable laws). The compensation used in determining an Employee's Basic Monthly Earnings shall be limited to the amount stated in Code Section 401(a)(17) as adjusted.

12.060 "Beneficiary" shall mean the person or entity designated by the Participant to receive any benefits payable under this Plan by reason of the Death of the Participant unless expressly provided otherwise. In the event that a Participant does not designate a Beneficiary or his/her Beneficiary goes not survive him/her, the Beneficiary shall be his/her surviving spouse; or if there is no

surviving spouse, his/her issue, *per stirpes*; or if there is no surviving spouse or surviving issue, his/her parents, if then surviving; or if there is no surviving spouse, issue, or parents, his/her brothers and sisters, if then surviving; or if there is no surviving spouse, issue, parents, or brothers or sisters, his/her estate; but if no personal representative has been appointed, to those persons who would be entered to his/her estate under the intestacy laws of the Commonwealth of Pennsylvania if s/he had died intestate and a resident of Pennsylvania.

12.070 "Board" shall mean the Board of Commissioners of Radnor Township.

12.80 "Chief Administrative Officer" shall mean the Township Manager ("Manager") appointed by the Board.

12.90 "Code" shall mean the Internal Revenue Code of 1986, as amended.

12.100 "Employee" shall mean any individual employed by the Employer on a regular full-time and nonseasonal basis. For purposes of this section 12.110, "employed on a full-time basis" means that the individual is normally scheduled to work a minimum of 35 hours per week. "Employee" as used herein shall not include sworn police officers, elected officials, or any appointed management employee with whom the Employer has entered into an individual employment agreement that excludes such official's participation in this pension plan.

12.110 "Employer" shall mean Radnor Township, a Home Rule Municipality located in Delaware County, Pennsylvania.

12.120 "Employer Contribution" shall mean such contribution made or required to be made by the Employer on behalf of each Participant in the Plan.

12.130 "Employment" shall mean any period of time for which an Employee is entitled to a Salary paid by the Employer for services rendered and any period for which an Employee is absent from work because of an approved leave of absence. An approved leave of absence shall include (a) any period of time for which salary continuation payments are payable, such as vacation, holidays, sickness or periods covered by entitlement to workers' compensation or similar benefits; (b) any period of voluntary or involuntary military service so long as the Employee returns to active Employment within six (6) months following such longer period as may be required by law or the terms of a collective bargaining agreement; (c) any period of leave, paid or unpaid, taken under the Family and Medical Leave Act of 1993; and (d) such other period of time which the Board in their sole discretion may determine to be an approved leave of absence.

12.140 "Normal Retirement Date" shall mean the first of the month coincident with or next following the date on which the Participant has attained age 62 and has completed a minimum of ten (10) years of Aggregate Service.

12.150 "Participant" shall mean an Employee who has met the participation requirements of the Plan as provided in section 14.010.

12.160 "Plan" shall mean the Plan set forth herein, as amended from time to time and designated as the "Radnor Township Civilian Employees Pension Plan."

12.1700 "Plan Administrator" shall mean the Defined Contribution Retirement Committee appointed by the Board of Commissioners to administer the provisions of the Plan pursuant to Section 13.020. In the event that no appointment of such Retirement Board is made, the Plan Administrator shall consist of (a) the Township Manager ("Manager"), (b) the Finance Director, and (c) the Assistant Finance Director or another management official selected by the Manager.

12.180 "Plan Year" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.

12.190 "Restatement Date" shall mean, January 1, 2020, the date upon which this amendment and restatement of the Plan becomes effective.

12.200 "Salary" shall mean regular fixed amounts paid at periodic intervals including regular salary or hourly wages, longevity pay, holiday pay, vacation pay, sick pay, and personal leave pay plus overtime compensation, shift differential, and payments made in accordance with U.S. Department of Transportation regulations covering drug testing for an Employee required to have and maintain a commercial driver's license, as so authorized by collective bargaining agreements. Salary used to calculate benefits hereunder shall be limited to the amount stated in Code Section 401(a)(17) as adjusted.

ARTICLE XIII. ADMINISTRATIVE PROVISIONS

13.010 Plan Operated Under Supervision of the Board of Commissioners. The operation of the Plan shall be supervised by the Board. The Board shall have the power and authority, either directly or through the Plan Administrator, to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan.

The Plan Administrator shall keep such records as may be necessary for the determination of the status of each Participant and the presumptive share of each Participant's Account Balance.

The Board shall have authority and shall be charged with the performance of the duties set forth in this Plan, but shall have the authority by general rule or special decision to determine and make provisions for such items necessary for the proper carrying out and enforcement thereof that are not specifically provided by this Plan at all times, subject to change by proper ordinance or resolution.

13.020 Defined Contribution Retirement Committee. The Board of Commissioners at its sole discretion may appoint or direct the Township Manager to convene a Defined Contribution Retirement Committee to act as Plan Administrator pursuant to Section 13.010. The Defined Contribution Retirement Committee shall be composed of three (3) individuals consisting of the Township Manager and two (2) additional members as chosen by the Board.

The Defined Contribution Retirement Committee shall meet at least once each quarter to discuss the allocation of plan assets, investment performance, and other business related to the Plan. Certain information about Plan participants and retirees (such as pension benefits, beneficiaries, etc.) shall be kept confidential by all Retirement Board members.

13.030 Investment Policies. The Plan Administrator shall develop policies and procedures governing the allocation and investment of all Plan assets. It is the intent of the Board that all assets of the Plan shall be invested in a prudent manner and the best interests of the Participants.

ARTICLE XIV. PARTICIPATION IN THE PLAN

14.010 Eligibility Requirements. As a condition of Employment, each Employee shall participate herein as of the date on which his/her Employment first commences or recommences.

14.020 Designation of Beneficiary. Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice, which designates his/her Beneficiary or Beneficiaries, to the Plan Administrator at the time his/her participation commences. (The Beneficiary shall receive a refund of Accumulated Contributions if such refund is payable pursuant to Section 17.010.) The Participant's election of any such Beneficiary or Beneficiaries may be rescinded or changed, without the consent of the Beneficiary or Beneficiaries, at any time, provided the Participant provides the Employer with written notice of the changed designation.

ARTICLE XV. CONTRIBUTIONS

15.010 Participant Contributions. Each Participant shall make regular monthly contributions to the Plan at a rate of five percent (5%) of his/her Basic Monthly Earnings.

15.020 Payment of Participant Contributions. A Participant's contributions shall be deducted from his/her Basic Monthly Earnings in each month, or other periodic increments thereof, of his/her Aggregate Service during which s/he receives payments of Basic Monthly Earnings.

15.030 Payments of State Aid. Payments of general municipal pension system state aid, or any other amount of state aid received in accordance with the Act from the Commonwealth of Pennsylvania, which are received by the Employer and deposited into the Account Balances governed by this Plan, shall be used as follows:

(A) Applied against the annual obligation of the Employer for Participant contributions;

15.040 Employer Contributions. The remainder of the annual contributions required under the provisions of the Act, as determined in accordance with the Act, shall become the obligation of the Employer and shall be paid into the Plan by annual appropriations enacted by the Board. The Employer shall annually make a mandatory contribution of Six Hundred (\$600.00) Dollars per participant. To the extent that any additional contribution is not required by the Act, the Employer may, at its discretion, make a contribution to the Plan on behalf of each Participant in the Plan. Such discretionary contribution shall not exceed 5% of the Participant's Basic Monthly Income less the annual mandatory contribution stated in this Section 15.040.

15.050 Longevity Contributions. The Employer, to the extent it is able to do so and without using any state aid, shall contribute to an account established on behalf of each Participant after completing ten (10)

years of Aggregate Service. The initial amount contributed, calculated from the date of hire of the Participant to the date of completion of fifteen (15) years of Aggregate Service, shall be equal to:

- (A) For Employment prior to January 1, 1986, two percent (2%) of annual earnings;
- (B) For Employment after December 31, 1985, and prior to January 1, 1988, three percent (3%) of annual earnings;
- (C) For Employment after December 31, 1987, and prior to January 1, 1990, four percent (4%) of annual earnings; and
- (D) For Employment after December 31, 1989, five percent (5%) of annual earnings.

Annual Earnings for purposes of this Section 15.050 shall be based on the Participant's Base Salary excluding any overtime. No interest shall be credited to Longevity Contributions.

Notwithstanding anything to the contrary, in the case of a Participant who dies while an Employee after completing five (5) years of Aggregate Service but prior to completing ten (10) years of Aggregate Service, Longevity contributions will be made based upon the vesting percentage set forth in section 19.010.

15.060 No Reversion to the Employer. At no time shall it be possible for Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants, and their Beneficiaries, except that contributions made by the Employer may be returned to the Employer if:

- (A) The contribution was made due to mistake of fact and the contribution is returned within one year of the mistaken payment of the contribution; or
- (B) The Plan is terminated as provided in Article X.

ARTICLE XVI RETIREMENT BENEFITS

16.010 Normal Retirement. Each Participant shall be entitled to a normal retirement benefit provided that s/he retires from Employment on or after his/her Normal Retirement Date.

16.020 Normal Retirement Benefit. Each Participant entitled to a normal retirement benefit pursuant to section 16.010 shall receive a lump-sum payment of their Account Balance.

16.030 Late Retirement. A Participant may continue to work beyond his/her Normal Retirement Date subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 16.010 continues to work beyond his/her Normal Retirement Date, no retirement benefits shall be paid until Employment ceases.

16.040 Payment of Benefits. Except as otherwise provided herein, the retirement payment under this Article XVI shall be payable as soon as administratively feasible following their Normal Retirement Date.

16.050 *Special Provision for Restated Plans.* The benefit amount of any Participant who may have retired prior to the Restatement Date shall not be in any way altered by the provisions of this Plan, except where otherwise expressly indicated herein, and shall continue to be determined on the basis of the terms of the Plan in effect on the day preceding the Restatement Date.

16.060 *Required Distributions*

Notwithstanding any provision of the Plan to the contrary, distribution of the Participant's Account Balance shall not occur later than the later of (i) April 1 following the calendar year in which the Participant attains age 70-1/2; or (ii) April 1 following the calendar year in which the employee retires.

If the Participant dies prior to their Normal Retirement Date, distribution of his/her Account Balance shall be in accordance with Article XVII.

Notwithstanding any provision of the Plan to the contrary, if the Participant dies before having received their Account Balance because of subsection (A) above, his/her Account Balance shall be distributed to the Participant's designated Beneficiary as soon as administratively feasible.

16.070 *Assignment.* The pension payments provided herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant, his/her survivors, or his/her designated Beneficiary, and shall not be subject to assignment or transfer.

ARTICLE XVII.
DEATH BENEFITS

17.010 *Pre-Retirement.* If a Participant with less than ten (10) years of Aggregate Service dies while an Employee, his/her Beneficiary shall be entitled to a lump sum payment equal to his/her Accumulated Contributions and the vested portion of his/her Employer Contributions. If a Participant with ten (10) or more years of Aggregate Service dies: (a) while an Employee (irrespective of his/her age or whether his/her death was service-related); or (b) is a former employee who separated from employment with a vested deferred benefit and who has not received a distribution of his/her Accumulated Contributions or Employer Contributions; or (c) was receiving long-term disability benefits from the Plan at the time of death and who has not reached his/her Normal Retirement Date; his/her Account Balance shall be distributed to his/her designated Beneficiary as soon as administratively feasible.

ARTICLE XVIII.
PAYMENT OF BENEFITS

18.010 *Normal Form.* The Normal Form of benefit payment shall be a lump-sum payment of the Participant's Account Balance.

ARTICLE XIX.
VESTING

19.010 *Vesting Schedule.* Upon termination of employment prior to 10 years of Aggregate Service, Employer Contributions made to the Plan shall be subject to the following Vesting Schedule.

<u>Years of Service</u>	<u>Vesting Percentage</u>
<u>0 - 5</u>	<u>0%</u>
<u>6</u>	<u>20%</u>
<u>7</u>	<u>40%</u>
<u>8</u>	<u>60%</u>
<u>9</u>	<u>80%</u>
<u>10</u>	<u>100%</u>

19.020 Death of Employee or Termination of the Plan. The above notwithstanding, upon the death of an Employee or the termination of the Plan prior to the Employee achieving 10 years of Aggregate Service, the Employee's Employer Contributions shall become 100% vested.

19.030 Aggregate Contributions. The Employee's Aggregate Contributions shall be 100% vested at all times.

TOW
ARTICLE XX
TERMINATION OF EMPLOYMENT

20.010 Rights of Terminated Employees. If a Participant ceases to be an Employee except as otherwise hereinafter provided, his/her interest and rights under this Plan shall be limited to those contained in the following sections of this Article IX

20.020 Payment of Accumulated Contributions, Vested Employer Contributions and Longevity Contributions. A Participant shall be entitled to receive a refund of his/her Accumulated Contributions, vested Employer Contributions and to any applicable Longevity Contributions to the Plan in a single cash payment, payable as soon as practicable following the Participant's termination of employment with the Employer. Upon receipt of such Accumulated Contributions, neither the Participant, his/her Beneficiary, his/her surviving spouse, nor his/her surviving children shall be entitled to any further payments from the Plan.

ARTICLE XXI
PROVISIONS TO COMPLY WITH THE MUNICIPAL PENSION PLAN
FUNDING STANDARD AND RECOVERY ACT OF 1984, AS AMENDED

21.010 Valuations. The Plan's Administrator shall perform an annual valuation of the Plan's assets.

Such valuation report shall show the value of Plan assets as of the end of each Plan Year.

The expenses attributable to the preparation of the annual valuation report any other expense which is directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Plan. Such allowable expenses shall include but not be limited to the following:

- (A) Investment costs associated with obtaining authorized investments and investment advisory and management fees;
- (B) Accounting expenses;

- (C) Premiums for insurance coverage on Plan assets;
- (D) Reasonable and necessary counsel fees incurred for advice or to defend the Plan; and
- (E) Legitimate travel and education expenses for Plan officials; provided, however, that the Plan Administrator and other applicable municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

21.020 Duties of Chief Administrative Officer. Such valuation report shall be prepared and filed under the supervision of the Chief Administrative Officer ("CAO"). The CAO shall determine the financial requirements of the Plan on the basis of the most recent valuation and shall determine the minimum obligation of the Employer with respect to funding the Plan for any given Plan Year. The CAO shall submit the financial requirements of the Plan and the minimum obligation of the Employer to the Board annually and shall certify the accuracy of such calculations in conformance with the Act.

ARTICLE XXII. AMENDMENT AND TERMINATION OF PENSION PLAN

22.010 Amendment of the Plan. The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Board; provided, however, that:

- (A) No amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which he is entitled under this Plan with respect to contributions previously made;
- (B) No amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in Section 22.050, ever revert to or be used or enjoyed by the Employer;

22.020 Termination of the Plan. The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer, in accordance with collective bargaining agreements and applicable laws and regulations.

22.030 Automatic Termination of Contributions. Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Plan shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

22.040 Distribution Upon Termination. In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Account Balance of Participants in the Plan in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been

distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to his/her vested Accrued Benefit to the date.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

22.050 *Residual Assets.* If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Plan, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

22.060 *Exclusive Benefit Rule.* In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Plan in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Plan, after deducting any administrative or other expenses properly chargeable to the Plan, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XXIII MISCELLANEOUS PROVISIONS

23.010 *Plan Not a Contract of Employment.* No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted to them hereunder. Nothing herein shall be construed to give any Employee the right to remain in the employment of the Employer.

23.020 *Masculine/Feminine; Singular/Plural.* For purposes of this Plan, the masculine shall be read for the feminine and vice versa, and the singular shall be read for the plural, wherever the person or context shall plainly so require.

23.030 *Construction of Document.* This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, excepting such Commonwealth's choice of law rules.

23.040 *Headings.* The headings of articles are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, the text shall control.

23.050 *Severability of Provisions.* In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.

23.060 *Incapacity of Participant.* If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of Participant benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him/her and who has legal authority to act on his/her behalf, may provide for such payment of pension benefits hereunder to such person or

institution so maintaining him/her, and who has legal authority to act on his/her behalf, and any such payments so made shall be deemed for every purpose to have been made to such Participant.

23.070 Liability of Officers of the Plan Administrator and/or Employer. Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer, employee, or agent of the Employer shall be personally liable to any Participant, Beneficiary, or other person under any provision of the Plan.

23.080 Assets of the Plan. Nothing contained herein shall be deemed to give any Participant or his/her Beneficiary any interest in any specific property of the Plan or any right except to receive such distributions as are expressly provided for under the Plan.

23.090 Plan for Sole Benefit of Participants. The income and principal of the Plan are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now

~~Colette R. Clayton, secretary~~

~~NSHIP OF RADNOR~~

~~©~~

ontracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or

~~By: r7~~ ~~Beneficiary.~~

~~Clinton A. Stuntebea, President~~

Attest:

ORDAINED AND ENACTED this 18th day of
~~October~~ _____, ~~1999~~2020.

Document comparison by Workshare 10.0 on Wednesday, April 29, 2020
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TOWNSHIP OF RADNOR
ORDINANCE 2020-09

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AN ORDINANCE OF RADNOR TOWNSHIP RELATING TO THE ESTABLISHMENT AND MAINTENANCE OF TOWNSHIP EMPLOYEES' PENSION BENEFIT FUNDS, TO AMEND CERTAIN PROVISIONS OF THE PENSION PLAN APPLICABLE TO THE NON-UNIFORMED EMPLOYEES OF SAID TOWNSHIP, AND TO RESTATE IN ITS ENTIRETY SUCH PENSION PLAN OR PROGRAM.

BE IT ORDAINED AND ENACTED by the Board of Commissioners ("Board") of the Township of Radnor, Pennsylvania ("Township"), and it is HEREBY ORDAINED AND ENACTED by authority of the same that:

The Radnor Township Civilian Employees Pension Plan ("Plan"), which was previously established for the benefit of the Township's non-uniformed employees and which has been amended and restated by ordinances of the Board thereafter, shall be and hereby is amended and supplemented in the following respects:

Effective _____, 2020, the Plan shall be amended by entirely deleting the provisions of said Plan and substituting the following in its place:

CIVILIAN EMPLOYEES PENSION PLAN
RADNOR TOWNSHIP, PENNSYLVANIA

Established January 1, 1957

Amended and Restated
Effective as of _____, 2020

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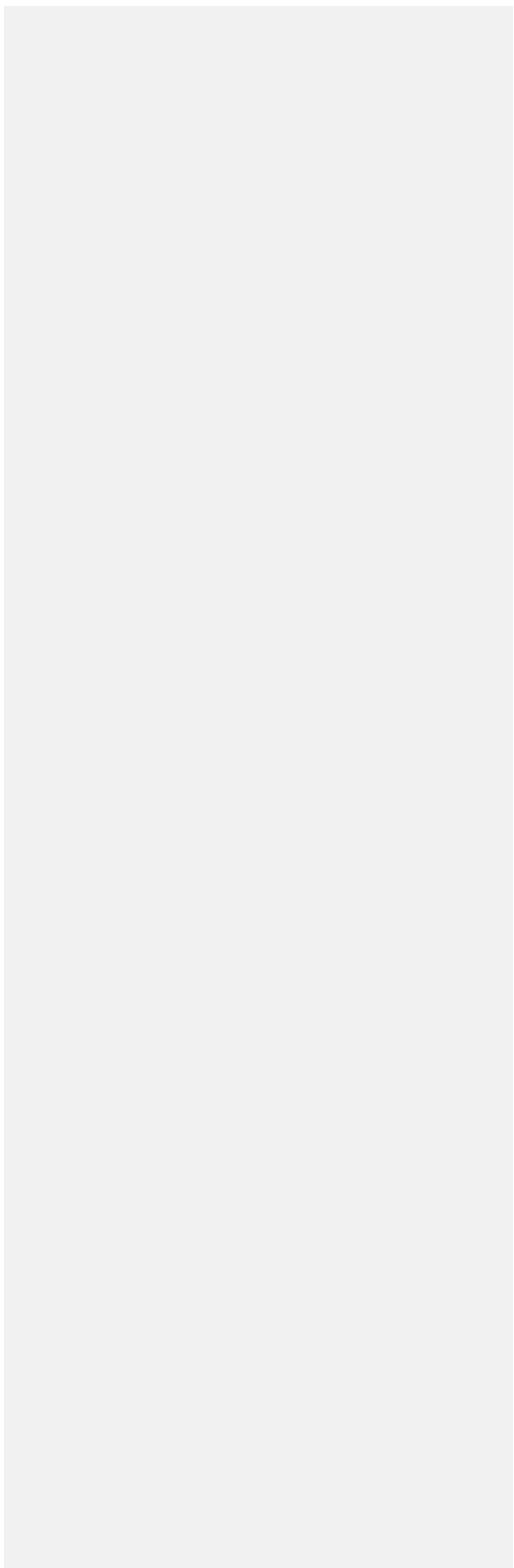
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PREAMBLE

The Township of Radnor established by Ordinance No. 938, approved June 25, 1957, a pension plan for certain employees effective January 1, 1957, which was administered pursuant to Group Annuity Policy No. GA-120 issued by New England Mutual Life Insurance Company. The plan and policy were amended from time to time thereafter.

The pension plan was completely restated effective as of January 1, 1974, and again effective as of January 1, 1990, and has been amended from time to time thereafter.

The Township desires to continue to provide a pension plan for its civilian employees and wants to incorporate all amendments heretofore enacted into the plan document. The Township intends to operate the Plan as a qualified governmental plan pursuant to the Internal Revenue Code, as amended. Therefore, the plan document for the Radnor Township Civilian Employees Pension Plan is completely restated and amended effective January 1, 2020, as follows:

DEFINED BENEFIT PROVISIONS

ARTICLE I. DEFINITIONS

- 1.010 "*Accrued Benefit*" shall mean, as of any given date, the benefit determined under section 5.020.
- 1.020 "*Accumulated Contributions*" shall mean the total amount contributed by any Participant to this Fund or its predecessor by way of payroll deduction or otherwise, plus interest credited at five percent (5%) per annum. Such interest shall be credited and compounded annually from the last day of the Plan Year in which the contribution is deposited until the first day of the month in which distribution shall occur. Accumulated Contributions shall also include an additional amount as set forth in Section 4.050 for each Participant eligible to receive such additional amount.
- 1.030 "*Act*" shall mean the Municipal Pension Plan Funding Standard and Recovery Act, enacted as P.L. 1005 (Act 205 of 1984), as amended.
- 1.040 "*Actuarial Equivalent*" shall mean two forms of payment of equal actuarial present value on a specified date based on mortality according to the UP-1984 Mortality Table and an interest rate of seven percent (7%).
- 1.050 "*Actuary*" shall mean the person, partnership, association or corporation which at a given time is serving as Actuary; provided that such Actuary must be an "Approved Actuary" as defined in the Act.
- 1.060 "*Aggregate Service*" shall mean the total period of the Participant's Employment. Notwithstanding the preceding sentence, any Participant who shall have received a distribution of Accumulated Contributions with respect to a period of Employment, shall not have such period included in Aggregate Service unless, upon recommencement of Employment, the amount so distributed shall be repaid to the Fund with interest, calculated at a rate of seven percent (7%) and in the same manner as described in section 1.020.

- 1.070 "*Basic Monthly Earnings*" shall mean the total compensation of the Employee, whether salary or hourly wages, including overtime pay, holiday pay, longevity pay and any other form of compensation paid by the Employer for services rendered. Basic Monthly Earnings shall also include fixed, periodic amounts paid for periods during which the Participant is not actively employed, which amounts are paid directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, other than under this Plan (including, without limitation, a workers' compensation program or payments made under the Pennsylvania Heart and Lung Act, the Family and Medical Leave Act of 1993, or other applicable laws). The compensation used in determining an Employee's Basic Monthly Earnings shall be limited to \$200,000 per Plan Year, adjusted for inflation in accordance with Code Section 401(a)(17).
- 1.080 "*Beneficiary*" shall mean the person or entity designated by the Participant to receive any benefits payable under this Plan by reason of the Death of the Participant unless expressly provided otherwise. In the event that a Participant does not designate a Beneficiary or his/her Beneficiary goes not survive him/her, the Beneficiary shall be his/her surviving spouse; or if there is no surviving spouse, his/her issue, *per stirpes*; or if there is no surviving spouse or surviving issue, his/her parents, if then surviving; or if there is no surviving spouse, issue, or parents, his/her brothers and sisters, if then surviving; or if there is no surviving spouse, issue, parents, or brothers or sisters, his/her estate; but if no personal representative has been appointed, to those persons who would be entered to his/her estate under the intestacy laws of the Commonwealth of Pennsylvania if s/he had died intestate and a resident of Pennsylvania.
- 1.090 "*Board*" shall mean the Board of Commissioners of Radnor Township.
- 1.100 "*Chief Administrative Officer*" shall mean the Township Manager ("Manager") appointed by the Board.
- 1.110 "*Code*" shall mean the Internal Revenue Code of 1986, as amended.
- 1.120 "*Early Retirement Date*" shall mean the first of the month coincident with or next following the month in which a Participant retires if such date is before his/her Normal Retirement Date but on or after the date on which s/he has both completed 15 years of Aggregate Service and has attained age 60.
- 1.130 "*Employee*" shall mean any individual employed by the Employer on a regular full-time and non-seasonal basis. For purposes of this section 1.120, "employed on a full-time basis" means that the individual is normally scheduled to work a minimum of 35 hours per week. "Employee" as used herein shall not include sworn police officers, elected officials, or any appointed management employee with whom the Employer has entered into an individual employment agreement that excludes such official's participation in this pension plan.
- 1.140 "*Employer*" shall mean Radnor Township, a Home Rule Municipality located in Delaware County, Pennsylvania.
- 1.10 "*Employment*" shall mean any period of time for which an Employee is entitled to a Salary paid by the Employer for services rendered and any period for which an Employee is absent from work because of an approved leave of absence. An approved leave of absence shall include (a) any period of time for which salary continuation payments are payable, such as vacation, holidays, sickness or periods covered by entitlement to workers' compensation or similar benefits; (b) any period of voluntary or

involuntary military service so long as the Employee returns to active Employment within six (6) months following such longer period as may be required by law or the terms of a collective bargaining agreement; (c) any period of leave, paid or unpaid, taken under the Family and Medical Leave Act of 1993; and (d) such other period of time which the Board in their sole discretion may determine to be an approved leave of absence.

- 1.150 *"Final Monthly Average Salary"* shall mean the average monthly Salary received by the Participant and paid by the Employer during the last thirty-six (36) months immediately preceding retirement. Any single sum payments for accumulated but unused sick time or other single sum payments to an Employee for performance or other purposes shall not be included in the calculation of Final Monthly Average Salary unless otherwise authorized by collective bargaining or individual employment agreements.
- 1.160 *"Insurer"* or *"Insurance Company"* shall mean a legal reserve life insurance company, which may issue a policy under this plan.
- 1.170 *"Normal Retirement Date"* shall mean the first of the month coincident with or next following the date on which the Participant has attained age 62 and has completed a minimum of five (5) years of Credited Service.
- 1.180 *"Participant"* shall mean an Employee who, prior to December 31, 2013, ~~has~~ met the participation requirements of the Plan as provided in section 3.010.
- 1.190 *"Pension Fund"* or *"Fund"* shall mean the fund or funds administered under the terms of this Plan, which shall include all money, property, investments, Policies and Contracts standing in the name of the Plan.
- 1.200 *"Plan"* shall mean the Plan set forth herein, as amended from time to time and designated as the "Radnor Township Civilian Employees Pension Plan."
- 1.210 *"Plan Administrator"* shall mean the Civilian Pension Board appointed by the Board of Commissioners to administer the provisions of the Plan pursuant to Section 2.020. In the event that no appointment of such Pension Board is made, the Plan Administrator shall consist of (a) the Township Manager ("Manager"), (b) the Finance Director, and (c) the Assistant Finance Director or another management official selected by the Manager.
- 1.220 *"Plan Year"* shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.
- 1.230 *"Policy"* or *"Contract"* shall mean a retirement annuity or retirement income endowment Policy (or a combination of both) or any other form of insurance Contract or Policy which shall be deemed appropriate in accordance with the provisions of the Act.
- 1.240 *"Restatement Date"* shall mean, January 1, 1998, the date upon which this amendment and restatement of the Plan becomes effective.
- 1.250 *"Salary"* shall mean regular fixed amounts paid at periodic intervals including regular salary or hourly wages, longevity pay, holiday pay, vacation pay, sick pay, and personal leave pay plus overtime compensation, shift differential, and payments made in accordance with U.S. Department of

Transportation regulations covering drug testing for an Employee required to have and maintain a commercial driver's license, as so authorized by collective bargaining agreements. Salary used to calculate benefits hereunder shall be limited to \$200,000 per year, adjusted for inflation in accordance with Code Section 401(a)(17).

ARTICLE II.
ADMINISTRATIVE PROVISIONS

2.010 *Plan Operated Under Supervision of the Board of Commissioners.* The operation of the Plan shall be supervised by the Board. The Board shall have the power and authority, either directly or through the Plan Administrator, to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan.

The Plan Administrator shall keep such records as may be necessary for the determination of the status of each Participant and the presumptive share of each Participant in the Fund as determined by the Actuary.

The Board shall have authority and shall be charged with the performance of the duties set forth in this Plan, but shall have the authority by general rule or special decision to determine and make provisions for such items necessary for the proper carrying out and enforcement thereof that are not specifically provided by this Plan at all times, subject to change by proper ordinance or resolution.

2.020 *Civilian Pension Board.* The Board of Commissioners at its sole discretion may appoint or direct the Township Manager to convene a Civilian Pension Board to act as Plan Administrator pursuant to Section 2.010. The Civilian Pension Board shall be composed of the following nine (9) individuals, each having one vote on related matters:

- (A) President of the Board of Commissioners, who shall serve as Co-Chair of the Pension Board.
- (B) Another member of the Board of Commissioners, who shall be appointed annually by the President of the Board.
- (C) Township Manager, who shall serve as the Chief Administrative Officer of the Plan and Co-Chair of the Pension Board.
- (D) Finance Director, who shall serve as the Chief Financial Officer of the Plan.
- (E) Assistant Finance Director or another management official selected by the Manager.
- (F) One active Plan Participant selected by the Manager; this employee may not serve for more than four years consecutively.
- (G) Two active Plan Participants, selected by the Radnor Association of Township Employees (RATE) or any successor organization designated to represent certain Participants in collective bargaining.
- (H) One retired employee, who is receiving a monthly pension from the Plan, selected by the Manager in consultation with the Pension Board and RATE.

The Civilian Pension Board shall meet at least once each quarter to discuss the allocation of plan assets, investment performance, and other business related to the Plan. Certain information about Plan participants and retirees (such as pension benefits, beneficiaries, etc.) shall be kept confidential by all Pension Board members.

2.030 *Investment Policies.* The Plan Administrator shall develop policies and procedures governing the allocation and investment of all Plan assets. It is the intent of the Board that all assets of the Plan shall be invested in a prudent manner designed to meet the actuarially determined funding needs of the Plan. If it so elects, the Plan Administrator may elect to invest all or a portion of the Pension Fund's assets in Policies issued by an Insurer.

ARTICLE III. PARTICIPATION IN THE PLAN

3.010 *Eligibility Requirements.* As a condition of Employment, each Employee shall participate herein as of the date on which his/her Employment first commences or recommences.

3.020 *Designation of Beneficiary.* Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice, which designates his/her Beneficiary or Beneficiaries, to the Plan Administrator at the time his/her participation commences. (The Beneficiary shall receive a refund of Accumulated Contributions if such refund is payable pursuant to Section 6.010.) The Participant's election of any such Beneficiary or Beneficiaries may be rescinded or changed, without the consent of the Beneficiary or Beneficiaries, at any time, provided the Participant provides the Employer with written notice of the changed designation.

ARTICLE IV. CONTRIBUTIONS

4.010 *Participant Contributions.* Each Participant shall make regular monthly contributions to the Plan at a rate of five percent (5%) of his/her Basic Monthly Earnings.

4.020 *Payment of Participant Contributions.* A Participant's contributions shall be deducted from his/her Basic Monthly Earnings in each month, or other periodic increments thereof, of his/her Aggregate Service during which s/he receives payments of Basic Monthly Earnings.

4.030 *Reduction of Participant Contributions.* Notwithstanding the preceding Sections 4.010 and 4.020, if an actuarial study performed by the Actuary shows that the condition of the Pension Fund is such that payments into the Pension Fund by Participants may be reduced below the minimum percentages prescribed in Section 4.010, or may be eliminated, and that if such payments are reduced or eliminated, contributions by the Employer will not be required to keep the Pension Fund actuarially sound, the Board of Commissioners may, on an annual basis, by ordinance or resolution, reduce or eliminate payments into the Pension Fund by Participants.

4.040 *Payments of State Aid.* Payments of general municipal pension system state aid, or any other amount of state aid received in accordance with the Act from the Commonwealth of Pennsylvania, which are received by the Employer and deposited into the Pension Fund governed by this Plan, shall be used as follows:

- (A) First, to reduce the unfunded liability, or after such liability has been funded;

- (B) Next, to apply against the annual obligation of the Employer for future service costs;
- (C) Or, to the extent that the payment may be in excess of such obligation, to reduce Participant contributions hereunder.

4.040 *Employer Contributions.* The remainder of the annual contributions required under the provisions of the Act, as determined by the Actuary in accordance with the Act, shall become the obligation of the Employer and shall be paid into the Pension Fund by annual appropriations enacted by the Board.

4.050 *Longevity Contributions.* The Employer, to the extent it is able to do so and without using any state aid, shall contribute to an account established on behalf of each Participant after completing ten (10) years of Aggregate Service. The initial amount contributed, calculated from the date of hire of the Participant to the date of completion of fifteen (15) years of Aggregate Service, shall be equal to:

- (A) For Employment prior to January 1, 1986, two percent (2%) of annual earnings;
- (B) For Employment after December 31, 1985, and prior to January 1, 1988, three percent (3%) of annual earnings;
- (C) For Employment after December 31, 1987, and prior to January 1, 1990, four percent (4%) of annual earnings; and
- (D) For Employment after December 31, 1989, five percent (5%) of annual earnings.

Interest shall be credited at the rate of two percent (2%) per annum, in the manner set forth in Section 1.020.

Notwithstanding anything to the contrary, in the case of a Participant who dies while an Employee after completing five (5) years of Aggregate Service but prior to completing ten (10) years of Aggregate Service, Longevity contributions will be made based upon the vesting percentage set forth in section 8.030.

4.060 *No Reversion to the Employer.* At no time shall it be possible for Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants, and their Beneficiaries, except that contributions made by the Employer may be returned to the Employer if:

- (A) The contribution was made due to mistake of fact and the contribution is returned within one year of the mistaken payment of the contribution; or
- (B) The Plan is terminated as provided in Article X.

ARTICLE V. RETIREMENT BENEFITS

5.010 *Normal Retirement.* Each Participant shall be entitled to normal retirement benefits provided that s/he retires from Employment on or after his/her Normal Retirement Date.

5.020 *Normal Retirement Benefit.* Each Participant entitled to normal retirement benefits pursuant to section 5.010 shall receive during his/her lifetime a monthly retirement income equal to 50 percent of his/her

Final Monthly Average Salary, reduced by 1/20 for each year of Aggregate Service less than 20 full years. Benefit payments shall commence as of the first of the month coincident with or next following the Retirement Date.

5.030 *Late Retirement.* A Participant may continue to work beyond his/her Normal Retirement Date subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 5.010 continues to work beyond his/her Normal Retirement Date, no retirement benefits shall be paid until Employment ceases. The retirement benefit of a Participant who retires after his/her Normal Retirement Date shall be calculated on the basis of his Final Monthly Average Salary as of such Participant's actual date of retirement. Benefit payments shall commence as of the first of the month coincident with or next following the actual Retirement Date.

5.040 *Early Retirement.* Each Participant who completes fifteen (15) years of Aggregate Service and attains age sixty (60) while in Employment may elect to retire and receive an immediate benefit equal to his/her Accrued Benefit, which shall be actuarially reduced for early commencement in accordance with the factors prescribed in Section 1.040, or receive a deferred benefit equal to his/her Accrued Benefit with payment commencing as of the first of the month coincident with or next following his/her Normal Retirement Date.

5.050 *Payment of Benefits.* Except as otherwise provided herein, retirement payments under this Article V shall be payable as of the first day of the month coincident with or next following the Participant's retirement date and the first day of each month thereafter during the Participant's lifetime.

5.060 *Special Provision for Restated Plans.* The benefit amount of any Participant who may have retired prior to the Restatement Date shall not be in any way altered by the provisions of this Plan, except where otherwise expressly indicated herein, and shall continue to be determined on the basis of the terms of the Plan in effect on the day preceding the Restatement Date.

5.070 *Maximum Benefit Limitations*

- (A) Notwithstanding any other provision of this Plan, no benefit provided under this Plan attributable to contributions of the Employer shall exceed, as an annual amount, the lesser of:
 - (1) \$90,000, assuming a single life annuity or qualified joint and survivor annuity (as defined for purposes of Code section 415), subject to cost-of-living adjustments made from time to time by Plan amendments or automatically in accordance with and in such amounts as are prescribed in or pursuant to regulations promulgated under Code section 415(d) (which adjustments shall not become effective prior to January 1 of the year for which such adjustment is made); or
 - (2) 100 percent of the Participant's average compensation for the three consecutive years of employment (or such lesser number as may apply if the employee does not have three consecutive years) in which s/he received the highest aggregate compensation while a Participant, and the rate of benefit accrual shall be frozen or reduced accordingly, subject to the provisions of subsection (B) below.
- (B) The limitation provided in subsection (A) above shall be subject to the following conditions:

- (1) For purposes of the above limitations, "compensation" shall mean to Participant's wages, salaries, fees for professional services and other amounts received for personal services actually rendered in the course of employment with an Employer maintaining the Plan. The term "compensation" as used in this Section 5.070 shall not include items such as the following:
 - (a) Contributions made by the Employer to a plan of deferred compensation to the extent that before the application of Code Section 415 limitations to that plan, the contributions are not includable in the gross income of the employee for the Taxable year in which contributed. In addition, Employer contributions made on behalf of an employee to a simplified employee pension described in Code Section 408(k) are not considered as compensation for the taxable year in which contributed to the extent such contributions are deductible by the employee under Code Section 219(b)(7). Additionally, any distributions from a plan of deferred compensation are not considered as compensation for Code Section 415 purposes, regardless of whether such amounts are includable in the gross income of the employee when distributed. However, any amounts received by an employee pursuant to an unfunded non-qualified plan may be considered as compensation for Code Section 415 purposes in the year such amounts are includable in the gross income of the employee.
 - (b) Other amounts which receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includable in the gross income of the employee), or contributions made by an Employer (whether under a salary reduction agreement) towards the purchase of an annuity contract described in Code section 403(b) (whether the contributions are excludable from the gross income of the employee).
- (2) For purposes of the above limitations, if the benefit under the Plan is payable in any form other than in the forms described therein (without regard to ancillary benefits) or if the employees contribute to the Plan or make rollover contributions, the determination as to whether the limitations have been satisfied shall be made by adjusting the benefit so that it is the actuarial equivalent of the benefit described in subsection (A). For the purpose of making the adjustment in the form of the benefit to an actuarial equivalent, the interest rate shall not be less than the greater of five percent or the rate specified under the Plan's definition of Actuarial Equivalent.
- (3) If retirement income benefits commence prior to a Participant's attainment of age 62, the limitation contained in section 5.070(A)(1) shall be adjusted to the Actuarial Equivalent of a \$90,000 annual benefit commencing at age 62. The reduction under this section shall not reduce the limitation of section 5.070(A)(1) below \$75,000 if the benefit begins at or after age 55, or if the benefit begins before age 55, the amount which is the equivalent of the \$75,000 limitation for age 55. For the purpose of making this adjustment, the interest rate used shall not be less than the greater of five percent or the rate specified in the Plan's definition of Actuarial Equivalent.
- (4) If retirement income benefits commence after the Participant's attainment of age 65, the limitation described in section 5.070(A)(1) shall be adjusted so that such limitation (as so increased) equals an annual benefit (beginning when such retirement income benefit begins) which is the actuarial equivalent of a \$90,000 annual benefit commencing at age 65; provided, however, that in no case shall such benefit exceed the limitation contained in section 5.070(A)(2). For the purpose of making this adjustment, the interest rate used shall not be less than the greater of five percent or the rate specified in the Plan's definition of Actuarial Equivalent.

- (5) Benefits payable to a Participant under this Plan shall be deemed not to exceed the limitations imposed by section 5.070(A) if the annual benefit payable to such Participant does not exceed \$10,000 (for this year or any prior year), provided such Participant has never participated in a defined contribution plan maintained by the Employer. If the Participant has completed less than ten (10) years of Aggregate Service with the Employer, such \$10,000 amount shall be multiplied by a fraction, the numerator of which is the number of years of Aggregate Service credited to the Participant and the denominator of which is ten. However, in no event will such adjustment reduce the limitation of this section to an amount less than \$1,000.
- (6) In the event a Participant has less than ten years of participation in the Plan, the limitations described in section 5.070(A) and this section shall be multiplied by a fraction, the numerator of which is the number of years of participation credited to the Participant and the denominator of which is ten.
- (7) For purposes of applying the limitations of this section, all defined benefit plans of the Employer shall be treated as one defined benefit plan, and all defined contribution plans shall be treated as one defined contribution plan.
- (8) For purposes of the above limitations, the limitation year shall be the Plan Year, unless such period is otherwise defined in a written resolution adopted by the Employer.

5.080 Required Distributions

- (A) Notwithstanding any provision of the Plan to the contrary, distributions shall not commence later than the later of (i) April 1 following the calendar year in which the Participant attains age 70-1/2; or (ii) April 1 following the calendar year in which the employee retires.
- (B) Notwithstanding any provision of the Plan to the contrary, if the Participant dies after distribution of his/her interest has begun, the remaining portion of his interest shall continue to be distributed at least as rapidly as under the method of distribution in effect prior to the Participant's death.
- (C) Notwithstanding any provision of the Plan to the contrary,
 - (1) If the Participant dies before distribution of his/her interest in the Plan commences, distribution of the Participant's entire interest shall be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death, unless section 5.080(C)(2) applies.
 - (2) If the designated Beneficiary is the Participant's surviving spouse, the date distributions are required to begin shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died; or (ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

For purposes of this Section 5.080, if the surviving spouse dies after the Participant but before benefit payments to such spouse commence, the provisions of this section 5.070

(excepting section 5.080(C)(2)) shall be applied as if the surviving spouse were the Participant.

5.080 *Assignment.* The pension payments provided herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant, his/her survivors, or his/her designated Beneficiary, and shall not be subject to assignment or transfer.

ARTICLE VI. DEATH BENEFITS

6.010 *Pre-Retirement.* If a Participant with less than ten (10) years of Credited Service dies while an Employee, his/her Beneficiary shall be entitled to a lump sum payment equal to his/her Accumulated Contributions. If a Participant with ten (10) or more years of Credited Service dies: (a) while an Employee (irrespective of his/her age or whether his/her death was service-related); or (b) and is a former employee who separated from employment with a vested deferred benefit and who has not received a refund of Accumulated Contributions or has not commenced to receive a pension benefit from the Plan; or (c) and was receiving long-term disability benefits from the Plan at the time of death and who has not reached his/her Normal Retirement Date, his/her surviving spouse and/or children shall, as described in this section below, be entitled to a monthly payment (for 120 months) equal to 100% of his/her Accrued Benefit (calculated as the actuarially equivalent of the Normal Form of benefit payment as of the Employee's date of death or, if earlier, the date of termination of employment), beginning on the first of the month coincident with or next following the date on which the Employee would have turned age 62 or, if the Employee is age 62 or older, the Employee's date of death.

The survivor benefit provided in this Section 6.010 shall be payable to the widow or widower of the deceased Participant until the earlier of (a) such widow/widower's remarriage or (b) 120 months after the commencement of said payments. In lieu of receiving monthly payments, the widow/widower may elect to receive a single sum actuarially equivalent to the value of the 120 monthly payments. If there is no widow/widower or if the widow/widower dies or remarries, the survivor benefit provided in this Section 6.010 shall be payable in equal shares to any surviving children. Payments to each surviving children shall cease as of the earlier of one or more children's death or the end of the 120-month period. If one or more children dies while receiving a survivor benefit, such children's share of said benefit shall be reallocated in equal shares to any remaining surviving children, then living, until the end of the 120-month period. In lieu of receiving monthly payments, any surviving children may elect to receive a single sum actuarially equivalent to the value of the remaining monthly payments (said selection must be made before any survivor receives his/her first monthly payment and said selection shall be irrevocable). If there are no surviving children or spouse, the Participant's Accumulated Contributions shall be payable to his/her estate.

6.020 *Post-Retirement.* If a Participant dies after termination of Employment, his/her Beneficiary shall be entitled to the survivor Benefit applicable to the Benefit Payment Option selected, except as otherwise provided in Section 6.010. If the Benefit payments have not yet commenced, the payments to the Beneficiary shall commence on the first day of the month coincident with or next following the date the Participant would have reached Normal Retirement Age. If the Participant dies after termination of Employment but prior to selection of a Benefit option, the Participant will be deemed to have selected the Normal form of Benefit option beginning at Normal Retirement Age.

ARTICLE VII.
PAYMENT OF BENEFITS

7.010 *Normal Form*. The Normal Form of benefit payment shall be a single life form payable for the life of the Participant only, provided that if the Participant dies after payment has commenced and, prior to a point in time where the total amount paid does not equal or exceed the amount of his/her Accumulated Contributions then a single sum payment shall be made to the Beneficiary equal to the Accumulated Contributions less the total contributions paid to the Participant. If the Participant dies after receiving total payments that, equal or exceed the amount of Accumulated Contributions then no payment shall be made to the Beneficiary.

7.020 *Optional Forms of Payment*. In lieu of the Normal Form of Benefit payment, a Participant may elect, irrevocably, one of the following Optional Forms of Payment:

- (A) *Life Form with 120 Payment Certain and Continuous* — A Participant may elect an optional form of payment that is a single life form guaranteed for 120 months. This form shall be actuarially equivalent to the Normal Form. Benefits shall be payable for the life of the Participant, but if the Participant dies prior to receipt of 120 monthly payments, the remainder shall be paid either as monthly payments continuing until a total of 120 monthly payments have been made or as a single sum actuarially equivalent to the value of the remaining monthly payments to a designated beneficiary. If the Participant dies after receiving 120 monthly payments, no additional payments shall be made.
- (B) *Joint and Survivor Forms* —
 - (1) *50% Survivor* — A Participant may elect an Optional Form of Benefit that shall provide for a survivor benefit, equal to 50% of the monthly retirement benefit which a Participant was receiving at the time of death (as determined under sections 5.020, 5.030, or 5.040, as applicable), shall be payable to the deceased Participant's survivor as provided under this section. This optional form shall be actuarial equivalent to the Normal Form. The survivor benefit provided in this section shall be payable to the surviving spouse or surviving minor children of a Participant who is receiving normal, late, or early retirement benefits pursuant to sections 5.020, 5.030, and 5.040.
 - (2) *100% Survivor* — A Participant may elect an Optional Form of Benefit that shall provide for a survivor benefit, equal to 100% of the monthly retirement benefit which a Participant was receiving at the time of death (as determined under sections 5.020, 5.030, or 5.040, as applicable), shall be payable to the deceased Participant's survivor as provided under this section. This optional form shall be actuarially equivalent to the Normal Form. The survivor benefit provided in this section shall be payable to the surviving spouse or surviving minor children of a Participant who is receiving normal, late, or early retirement benefits pursuant to sections 5.020, 5.030, and 5.040.
 - (3) *Payment of Joint and Survivor Benefits* — A survivor benefit provided under either Section 7.020(B)(1) or (2) shall be payable monthly to the widow or widower of the deceased Participant, beginning on the first of the month next following the death of the Participant, until the earlier of such widow's or widower's death or remarriage. If there is no widow or widower of the deceased Participant or if the widow or widower dies or remarries, the survivor benefit provided in Section 7.020(B)(1) or (2) shall be payable in equal shares to the

deceased Participant's child or children who have not attained age 18 as of the date on which survivor benefit payments under this section would commence. Payments to each surviving child shall cease as of such child's death or attainment of age 18. Such child's share of the survivor benefit shall be reallocated in equal shares to any remaining surviving children, then living, who have not attained age 18.

ARTICLE VIII.
TERMINATION OF EMPLOYMENT

8.010 *Rights of Terminated Employees.* If a Participant ceases to be an Employee except as otherwise hereinbefore provided, his/her interest and rights under this Plan shall be limited to those contained in the following sections of this Article VIII.

8.020 *Payment of Accumulated Contributions and Longevity Contributions.* A Participant shall be entitled to receive a refund of his/her Accumulated Contributions and to any applicable Longevity Contributions to the Plan in a single cash payment, payable as soon as practicable following the Participant's termination of employment with the Employer. Upon receipt of such Accumulated Contributions, neither the Participant, his/her Beneficiary, his/her surviving spouse, nor his/her surviving children shall be entitled to any further payments from the Plan.

8.030 *Vested Benefits Upon Termination.* In lieu of receiving a refund of his Accumulated Contributions, a Participant who has completed five years of Aggregate Service with the Employer may elect to vest his/her retirement benefits under the Plan by filing a written notice of his/her intention to vest with the Plan Administrator within 90 days from the date s/he ceases to be an Employee. A Participant who exercises such an option shall be eligible, upon attainment of what would have been his/her Normal Retirement Date had s/he continued to be an Employee, for a vested retirement benefit equal to his/her Accrued Benefit, determined as of the date on which s/he terminated Employment multiplied by the applicable vesting percentage set forth below:

Years of Service	Vesting Percentage
5	50%
6	60%
7	70%
8	80%
9	90%
10	100%

ARTICLE IX.
PROVISIONS TO COMPLY WITH THE MUNICIPAL PENSION PLAN
FUNDING STANDARD AND RECOVERY ACT OF 1984, AS AMENDED

9.010 *Actuarial Valuations.* The Plan's Actuary shall perform an actuarial valuation at least once every two years, unless the Employer is applying or has applied for supplemental state assistance pursuant to Section 603 of the Act, whereupon actuarial valuation reports shall be made annually or otherwise in accordance with the Act.

Such biennial actuarial valuation report shall be made as of the beginning of each Plan Year occurring in an odd-numbered calendar year. Such actuarial valuation shall be prepared and

certified by an approved Actuary, as such term is defined in the Act. The Board hereby agrees to make necessary annual actuarially determined payments to the Plan to fully fund the past participation of any Employee who wasn't participating in the Plan prior to the Restatement Date but who is participating in the Plan on or after the Restatement Date, including but not limited to said Employee's Accumulated Contributions.

The expenses attributable to the preparation of any actuarial valuation report or investigation required by the Act or any other expense which is permissible under the terms of the Act and which are directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Pension Fund. Such allowable expenses shall include but not be limited to the following:

- (A) Investment costs associated with obtaining authorized investments and investment advisory and management fees;
- (B) Accounting expenses;
- (C) Premiums for insurance coverage on Fund assets;
- (D) Reasonable and necessary counsel fees incurred for advice or to defend the Fund; and
- (E) Legitimate travel and education expenses for Plan officials; provided, however, that the Plan Administrator and other applicable municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

9.020 *Duties of Chief Administrative Officer.* Such actuarial reports shall be prepared and filed under the supervision of the Chief Administrative Officer ("CAO"). The CAO shall determine the financial requirements of the Plan on the basis of the most recent actuarial report and shall determine the minimum obligation of the Employer with respect to funding the Plan for any given Plan Year. The CAO shall submit the financial requirements of the Plan and the minimum obligation of the Employer to the Board annually and shall certify the accuracy of such calculations in conformance with the Act.

9.030 *Benefit Plan Modifications.* Prior to the adoption of any benefit plan modification by the Employer, the CAO shall request and receive a cost estimate of the proposed benefit plan modification. Such estimate shall be prepared by an approved Actuary and shall disclose the impact of the proposed

benefit plan modification on the future financial requirements of the Plan and the future minimum obligation of the Employer with respect to the Plan.

ARTICLE X.
AMENDMENT AND TERMINATION
OF PENSION PLAN

10.010 *Amendment of the Plan.* The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Board; provided, however, that:

- (A) No amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which he is entitled under this Plan with respect to contributions previously made;
- (B) No amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in Section 10.050, ever revert to or be used or enjoyed by the Employer;
- (C) No amendment to the Plan which provides for a benefit modification shall be made unless the cost estimate described in Section 9.030 has been prepared and presented to the Board in accordance with the Act.

10.020 *Termination of the Plan.* The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer, in accordance with collective bargaining agreements and applicable laws and regulations.

10.030 *Automatic Termination of Contributions.* Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Pension Fund shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

10.040 *Distribution Upon Termination.* In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Accrued Benefits of Participants in the Pension Fund in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to his/her vested Accrued Benefit to the date.

If there are insufficient assets in the Pension Fund to provide for all vested Accrued Benefits as of the date of Plan termination, priority shall first be given to the distribution of any amounts attributable to mandatory or voluntary Employee contributions before assets are applied to the distribution of any vested benefits attributable to other sources hereunder.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

10.050 *Residual Assets.* If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Pension Fund, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

10.060 *Exclusive Benefit Rule.* In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Pension Fund in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Pension Fund, after deducting any administrative or other expenses properly chargeable to the Pension Fund, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XI. MISCELLANEOUS PROVISIONS

11.010 *Plan Not a Contract of Employment.* No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted to them hereunder. Nothing herein shall be construed to give any Employee the right to remain in the employment of the Employer.

11.020 *Masculine/Feminine; Singular/Plural.* For purposes of this Plan, the masculine shall be read for the feminine and vice versa, and the singular shall be read for the plural, wherever the person or context shall plainly so require.

11.030 *Construction of Document.* This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, excepting such Commonwealth's choice of law rules.

11.040 *Headings.* The headings of articles are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, the text shall control.

11.050 *Severability of Provisions.* In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.

11.060 *Incapacity of Participant.* If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of Participant benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him/her and who has legal authority to act on his/her behalf, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him/her and who has legal authority to act on his/her behalf, and any such payments so made shall be deemed for every purpose to have been made to such Participant.

11.070 *Liability of Officers of the Plan Administrator and/or Employer.* Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer, employee, or agent of the Employer shall be personally liable to any Participant, Beneficiary, or other person under any provision of the Plan.

11.080 *Assets of the Fund.* Nothing contained herein shall be deemed to give any Participant or his/her Beneficiary any interest in any specific property of the Pension Fund or any right except to receive such distributions as are expressly provided for under the Plan.

11.090 *Pension Fund for Sole Benefit of Participants.* The income and principal of the Pension Fund are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

DEFINED CONTRIBUTION PROVISIONS

ARTICLE XII. DEFINITIONS

12.010 "*Account Balance*" shall mean the fund or funds administered under the terms of this Plan, which shall include all money, property, investments, Policies and Contracts standing in the name of the Participant. The Account Balance shall include all Accumulated Contributions made by the Participant and all Employer Contributions made on behalf of the Participant by the Employer.

12.020 "*Accumulated Contributions*" shall mean the total amount contributed by any Participant to their Account Balance.

12.030 "*Act*" shall mean the Municipal Pension Plan Funding Standard and Recovery Act, enacted as P.L. 1005 (Act 205 of 1984), as amended.

12.040 "*Aggregate Service*" shall mean the total period of the Participant's Employment. Notwithstanding the preceding sentence, any Participant who shall have received a distribution of Accumulated Contributions with respect to a period of Employment shall not have such period included in Aggregate Service unless, upon recommencement of Employment, the amount so distributed shall be repaid to the Plan.

12.050 "*Basic Monthly Earnings*" shall mean the total compensation of the Employee, whether salary or hourly wages, including overtime pay, holiday pay, longevity pay and any other form of compensation paid by the Employer for services rendered. Basic Monthly Earnings shall also include fixed, periodic amounts paid for periods during which the Participant is not actively employed, which amounts are paid directly by the Employer or through a program to which the Employer has made contributions on behalf of the Employee, other than under this Plan (including, without limitation, a workers' compensation program or payments made under the Pennsylvania Heart and Lung Act, the Family and Medical Leave Act of 1993, or other applicable laws). The compensation used in determining an Employee's Basic Monthly Earnings shall be limited to the amount stated in Code Section 401(a)(17) as adjusted.

12.060 "*Beneficiary*" shall mean the person or entity designated by the Participant to receive any benefits payable under this Plan by reason of the Death of the Participant unless expressly provided otherwise. In the event that a Participant does not designate a Beneficiary or his/her Beneficiary goes not survive him/her, the Beneficiary shall be his/her surviving spouse; or if there is no surviving spouse, his/her issue, *per stirpes*; or if there is no surviving spouse or surviving issue, his/her parents, if then surviving; or if there is no surviving spouse, issue, or parents, his/her brothers and sisters, if then

surviving; or if there is no surviving spouse, issue, parents, or brothers or sisters, his/her estate; but if no personal representative has been appointed, to those persons who would be entered to his/her estate under the intestacy laws of the Commonwealth of Pennsylvania if s/he had died intestate and a resident of Pennsylvania.

- 12.070 "*Board*" shall mean the Board of Commissioners of Radnor Township.
- 12.80 "*Chief Administrative Officer*" shall mean the Township Manager ("Manager") appointed by the Board.
- 12.90 "*Code*" shall mean the Internal Revenue Code of 1986, as amended.
- 12.100 "*Employee*" shall mean any individual employed by the Employer on a regular full-time and non-seasonal basis. For purposes of this section 12.110, "employed on a full-time basis" means that the individual is normally scheduled to work a minimum of 35 hours per week. "Employee" as used herein shall not include sworn police officers, elected officials, or any appointed management employee with whom the Employer has entered into an individual employment agreement that excludes such official's participation in this pension plan.
- 12.110 "*Employer*" shall mean Radnor Township, a Home Rule Municipality located in Delaware County, Pennsylvania.
- 12.120 "Employer Contribution" shall mean such contribution made or required to be made by the Employer on behalf of each Participant in the Plan.
- 12.130 "*Employment*" shall mean any period of time for which an Employee is entitled to a Salary paid by the Employer for services rendered and any period for which an Employee is absent from work because of an approved leave of absence. An approved leave of absence shall include (a) any period of time for which salary continuation payments are payable, such as vacation, holidays, sickness or periods covered by entitlement to workers' compensation or similar benefits; (b) any period of voluntary or involuntary military service so long as the Employee returns to active Employment within six (6) months following such longer period as may be required by law or the terms of a collective bargaining agreement; (c) any period of leave, paid or unpaid, taken under the Family and Medical Leave Act of 1993; and (d) such other period of time which the Board in their sole discretion may determine to be an approved leave of absence.
- 12.140 "*Normal Retirement Date*" shall mean the first of the month coincident with or next following the date on which the Participant has attained age 62 and has completed a minimum of ten (10) years of Aggregate Service.
- 12.150 "*Participant*" shall mean an Employee who, [\(i\) subsequent to January 1, 2020; or \(ii\) who is covered by a collective bargaining agreement which has adopted the new defined contribution provisions,](#) has met the participation requirements of the Plan as provided in section 14.010.
- 12.160 "*Plan*" shall mean the Plan set forth herein, as amended from time to time and designated as the "Radnor Township Civilian Employees Pension Plan."
- 12.1700 "*Plan Administrator*" shall mean the Defined Contribution Retirement Committee appointed by the Board of Commissioners to administer the provisions of the Plan pursuant to Section 13.020.

In the event that no appointment of such Retirement Board is made, the Plan Administrator shall consist of (a) the Township Manager ("Manager"), (b) the Finance Director, and (c) the Assistant Finance Director or another management official selected by the Manager.

12.180 "*Plan Year*" shall mean the 12-month period beginning on January 1 and ending on December 31 of each year.

12.190 "*Restatement Date*" shall mean, January 1, 2020, the date upon which this amendment and restatement of the Plan becomes effective.

12.200 "*Salary*" shall mean regular fixed amounts paid at periodic intervals including regular salary or hourly wages, longevity pay, holiday pay, vacation pay, sick pay, and personal leave pay plus overtime compensation, shift differential, and payments made in accordance with U.S. Department of Transportation regulations covering drug testing for an Employee required to have and maintain a commercial driver's license, as so authorized by collective bargaining agreements. Salary used to calculate benefits hereunder shall be limited to the amount stated in Code Section 401(a)(17) as adjusted.

ARTICLE XIII. ADMINISTRATIVE PROVISIONS

13.010 *Plan Operated Under Supervision of the Board of Commissioners.* The operation of the Plan shall be supervised by the Board. The Board shall have the power and authority, either directly or through the Plan Administrator, to do all acts and to execute, acknowledge and deliver all instruments necessary to implement and effectuate the purpose of this Plan.

The Plan Administrator shall keep such records as may be necessary for the determination of the status of each Participant and the presumptive share of each Participant's Account Balance.

The Board shall have authority and shall be charged with the performance of the duties set forth in this Plan, but shall have the authority by general rule or special decision to determine and make provisions for such items necessary for the proper carrying out and enforcement thereof that are not specifically provided by this Plan at all times, subject to change by proper ordinance or resolution.

13.020 *Defined Contribution Retirement Committee.* The Board of Commissioners at its sole discretion may appoint or direct the Township Manager to convene a Defined Contribution Retirement Committee to act as Plan Administrator pursuant to Section 13.010. The Defined Contribution Retirement Committee shall be composed of three (3) individuals consisting of the Township Manager and two (2) additional members as chosen by the Board.

The Defined Contribution Retirement Committee shall meet at least once each quarter to discuss the allocation of plan assets, investment performance, and other business related to the Plan. Certain information about Plan participants and retirees (such as pension benefits, beneficiaries, etc.) shall be kept confidential by all Retirement Board members.

13.030 *Investment Policies.* The Plan Administrator shall develop policies and procedures governing the allocation and investment of all Plan assets. It is the intent of the Board that all assets of the Plan shall be invested in a prudent manner and the best interests of the Participants.

ARTICLE XIV.
PARTICIPATION IN THE PLAN

14.010 *Eligibility Requirements.* As a condition of Employment, each Employee shall participate herein as of the date on which his/her Employment first commences or recommences.

14.020 *Designation of Beneficiary.* Any new, full-time Employee who becomes a Participant hereunder shall provide a written notice, which designates his/her Beneficiary or Beneficiaries, to the Plan Administrator at the time his/her participation commences. (The Beneficiary shall receive a refund of Accumulated Contributions if such refund is payable pursuant to Section 17.010.) The Participant's election of any such Beneficiary or Beneficiaries may be rescinded or changed, without the consent of the Beneficiary or Beneficiaries, at any time, provided the Participant provides the Employer with written notice of the changed designation.

ARTICLE XV.
CONTRIBUTIONS

15.010 *Participant Contributions.* Each Participant shall make regular monthly contributions to the Plan at a rate of five percent (5%) of his/her Basic Monthly Earnings.

15.020 *Payment of Participant Contributions.* A Participant's contributions shall be deducted from his/her Basic Monthly Earnings in each month, or other periodic increments thereof, of his/her Aggregate Service during which s/he receives payments of Basic Monthly Earnings.

15.030 *Payments of State Aid.* Payments of general municipal pension system state aid, or any other amount of state aid received in accordance with the Act from the Commonwealth of Pennsylvania, which are received by the Employer and deposited into the Account Balances governed by this Plan, shall be used as follows:

- (A) Applied against the annual obligation of the Employer for Participant contributions;

15.040 *Employer Contributions.* The remainder of the annual contributions required under the provisions of the Act, as determined in accordance with the Act, shall become the obligation of the Employer and shall be paid into the Plan by annual appropriations enacted by the Board. The Employer shall annually make a mandatory contribution of Six Hundred (\$600.00) Dollars per participant. To the extent that any additional contribution is not required by the Act, the Employer may, at its discretion, make a contribution to the Plan on behalf of each Participant in the Plan. Such discretionary contribution shall not exceed 5% of the Participant's Basic Monthly Income less the annual mandatory contribution stated in this Section 15.040.

15.050 *Longevity Contributions.* The Employer, to the extent it is able to do so and without using any state aid, shall contribute to an account established on behalf of each Participant after completing ten (10) years of Aggregate Service. The initial amount contributed, calculated from the date of hire of the Participant to the date of completion of fifteen (15) years of Aggregate Service, shall be equal to:

- (A) For Employment prior to January 1, 1986, two percent (2%) of annual earnings;

- (B) For Employment after December 31, 1985, and prior to January 1, 1988, three percent (3%) of annual earnings;
- (C) For Employment after December 31, 1987, and prior to January 1, 1990, four percent (4%) of annual earnings; and
- (D) For Employment after December 31, 1989, five percent (5%) of annual earnings.

Annual Earnings for purposes of this Section 15.050 shall be based on the Participant's Base Salary excluding any overtime. No interest shall be credited to Longevity Contributions.

Notwithstanding anything to the contrary, in the case of a Participant who dies while an Employee after completing five (5) years of Aggregate Service but prior to completing ten (10) years of Aggregate Service, Longevity contributions will be made based upon the vesting percentage set forth in section 19.010.

15.060 *No Reversion to the Employer.* At no time shall it be possible for Plan assets to be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants, and their Beneficiaries, except that contributions made by the Employer may be returned to the Employer if:

- (A) The contribution was made due to mistake of fact and the contribution is returned within one year of the mistaken payment of the contribution; or
- (B) The Plan is terminated as provided in Article X.

ARTICLE XVI. RETIREMENT BENEFITS

16.010 *Normal Retirement.* Each Participant shall be entitled to a normal retirement benefit provided that s/he retires from Employment on or after his/her Normal Retirement Date.

16.020 *Normal Retirement Benefit.* Each Participant entitled to a normal retirement benefit pursuant to section 16.010 shall receive a lump-sum payment of their Account Balance.

16.030 *Late Retirement.* A Participant may continue to work beyond his/her Normal Retirement Date subject to the Employer's rules and regulations regarding retirement age. If a Participant who has met the requirements of section 16.010 continues to work beyond his/her Normal Retirement Date, no retirement benefits shall be paid until Employment ceases.

16.040 *Payment of Benefits.* Except as otherwise provided herein, the retirement payment under this Article XVI shall be payable as soon as administratively feasible following their Normal Retirement Date.

16.050 *Special Provision for Restated Plans.* The benefit amount of any Participant who may have retired prior to the Restatement Date shall not be in any way altered by the provisions of this Plan, except where otherwise expressly indicated herein, and shall continue to be determined on the basis of the terms of the Plan in effect on the day preceding the Restatement Date.

16.060 *Required Distributions*

Notwithstanding any provision of the Plan to the contrary, distribution of the Participant's Account Balance shall not occur later than the later of (i) April 1 following the calendar year in which the Participant attains age 70-1/2; or (ii) April 1 following the calendar year in which the employee retires.

If the Participant dies prior to their Normal Retirement Date, distribution of his/her Account Balance shall be in accordance with Article XVII.

Notwithstanding any provision of the Plan to the contrary, if the Participant dies before having received their Account Balance because of subsection (A) above, his/her Account Balance shall be distributed to the Participant's designated Beneficiary as soon as administratively feasible.

16.070 *Assignment*. The pension payments provided herein shall not be subject to attachment, execution, levy, garnishment or other legal process and shall be payable only to the Participant, his/her survivors, or his/her designated Beneficiary, and shall not be subject to assignment or transfer.

ARTICLE XVII.
DEATH BENEFITS

17.010 *Pre-Retirement*. If a Participant with less than ten (10) years of Aggregate Service dies while an Employee, his/her Beneficiary shall be entitled to a lump sum payment equal to his/her Accumulated Contributions and the vested portion of his/her Employer Contributions. If a Participant with ten (10) or more years of Aggregate Service dies: (a) while an Employee (irrespective of his/her age or whether his/her death was service-related); or (b) is a former employee who separated from employment with a vested deferred benefit and who has not received a distribution of his/her Accumulated Contributions or Employer Contributions; or (c) was receiving long-term disability benefits from the Plan at the time of death and who has not reached his/her Normal Retirement Date; his/her Account Balance shall be distributed to his/her designated Beneficiary as soon as administratively feasible.

ARTICLE XVIII.
PAYMENT OF BENEFITS

18.010 *Normal Form*. The Normal Form of benefit payment shall be a lump-sum payment of the Participant's Account Balance.

ARTICLE XIX
VESTING

19.010 *Vesting Schedule*. Upon termination of employment prior to 10 years of Aggregate Service, Employer Contributions made to the Plan shall be subject to the following Vesting Schedule.

<u>Years of Service</u>	<u>Vesting Percentage</u>
0 - 5	0%
6	20%
7	40%
8	60%
9	80%
10	100%

19.020 *Death of Employee or Termination of the Plan.* The above notwithstanding, upon the death of an Employee or the termination of the Plan prior to the Employee achieving 10 years of Aggregate Service, the Employee's Employer Contributions shall become 100% vested.

19.030 *Aggregate Contributions.* The Employee's Aggregate Contributions shall be 100% vested at all times.

ARTICLE XX.
TERMINATION OF EMPLOYMENT

20.010 *Rights of Terminated Employees.* If a Participant ceases to be an Employee except as otherwise hereinbefore provided, his/her interest and rights under this Plan shall be limited to those contained in the following sections of this Article IX

20.020 *Payment of Accumulated Contributions, Vested Employer Contributions and Longevity Contributions.* A Participant shall be entitled to receive a refund of his/her Accumulated Contributions, vested Employer Contributions and to any applicable Longevity Contributions to the Plan in a single cash payment, payable as soon as practicable following the Participant's termination of employment with the Employer. Upon receipt of such Accumulated Contributions, neither the Participant, his/her Beneficiary, his/her surviving spouse, nor his/her surviving children shall be entitled to any further payments from the Plan.

ARTICLE XXI.
PROVISIONS TO COMPLY WITH THE MUNICIPAL PENSION PLAN
FUNDING STANDARD AND RECOVERY ACT OF 1984, AS AMENDED

21.010 *Valuations.* The Plan's Administrator shall perform an annual valuation of the Plan's assets.

Such valuation report shall show the value of Plan assets as of the end of each Plan Year.

The expenses attributable to the preparation of the annual valuation report any other expense which is directly associated with administering the Plan shall be an allowable administrative expense payable from the assets of the Plan. Such allowable expenses shall include but not be limited to the following:

- (A) Investment costs associated with obtaining authorized investments and investment advisory and management fees;
- (B) Accounting expenses;
- (C) Premiums for insurance coverage on Plan assets;
- (D) Reasonable and necessary counsel fees incurred for advice or to defend the Plan; and
- (E) Legitimate travel and education expenses for Plan officials; provided, however, that the Plan Administrator and other applicable municipal officials of the Employer, in their fiduciary role, shall monitor the services provided to the Plan to ensure that the expenses are necessary, reasonable and benefit the Plan; and further provided, that the Plan Administrator shall document all such expenses item by item, and where necessary, hour by hour.

21.020 *Duties of Chief Administrative Officer.* Such valuation report shall be prepared and filed under the supervision of the Chief Administrative Officer ("CAO"). The CAO shall determine the financial requirements of the Plan on the basis of the most recent valuation and shall determine the minimum obligation of the Employer with respect to funding the Plan for any given Plan Year. The CAO shall submit the financial requirements of the Plan and the minimum obligation of the Employer to the Board annually and shall certify the accuracy of such calculations in conformance with the Act.

ARTICLE XXII.
AMENDMENT AND TERMINATION OF PENSION PLAN

22.010 *Amendment of the Plan.* The Employer may amend this Plan at any time or from time to time by an instrument in writing executed in the name of the Employer under its municipal seal by officers duly authorized to execute such instrument and delivered to the Board; provided, however, that:

- (A) No amendment shall deprive any Participant or any Beneficiary of a deceased Participant of any of the benefits to which he is entitled under this Plan with respect to contributions previously made;
- (B) No amendment shall provide for the use of funds or assets held under this Plan other than for the benefit of employees and no funds contributed to this Plan or assets of this Plan shall, except as provided in Section 22.050, ever revert to or be used or enjoyed by the Employer;

22.020 *Termination of the Plan.* The Employer shall have the power to terminate this Plan in its entirety at any time by an instrument in writing executed in the name of the Employer, in accordance with collective bargaining agreements and applicable laws and regulations.

22.030 *Automatic Termination of Contributions.* Subject to the provisions of the Act governing financially distressed municipalities, the liability of the Employer to make contributions to the Plan shall automatically terminate upon liquidation or dissolution of the Employer, upon its adjudication as a bankrupt or upon the making of a general assignment for the benefit of its creditors.

22.040 *Distribution Upon Termination.* In the event of the termination of the Plan, all amounts of vested benefits accrued by the affected Participants as of the date of such termination, to the extent funded on such date, shall be nonforfeitable hereunder. In the event of termination of the Plan, the Employer shall direct either (a) that the Plan Administrator continue to hold the vested Account Balance of Participants in the Plan in accordance with the provisions of the Plan (other than those provisions related to forfeitures) without regard to such termination until all funds have been distributed in accordance with the provisions; or (b) that the Plan Administrator immediately distribute to each Participant an amount equal to his/her vested Accrued Benefit to the date.

All other assets attributable to the terminated Plan shall be distributed and disposed of in accordance with the provisions of applicable law and the terms of any instrument adopted by the Employer which effects such termination.

22.050 *Residual Assets.* If all liabilities to vested Participants and any others entitled to receive a benefit under the terms of the Plan have been satisfied and there remain any residual assets in the Plan, such residual assets remaining shall be returned to the Employer insofar as such return does not contravene any provision of law, and any remaining balance, in excess of Employer contributions, shall be returned to the Commonwealth.

22.060 *Exclusive Benefit Rule.* In the event of the discontinuance and termination of the Plan as provided herein, the Employer shall dispose of the Plan in accordance with the terms of the Plan and applicable law; at no time prior to the satisfaction of all liabilities under the Plan shall any part of the corpus or income of the Plan, after deducting any administrative or other expenses properly chargeable to the Plan, be used for or diverted to purposes other than for the exclusive benefit of the Participants in the Plan, their Beneficiaries or their estates.

ARTICLE XXIII.
MISCELLANEOUS PROVISIONS

23.010 *Plan Not a Contract of Employment.* No Employee of the Employer nor anyone else shall have any rights whatsoever against the Employer or the Plan Administrator as a result of this Plan except those expressly granted to them hereunder. Nothing herein shall be construed to give any Employee the right to remain in the employment of the Employer.

23.020 *Masculine/Feminine; Singular/Plural.* For purposes of this Plan, the masculine shall be read for the feminine and vice versa, and the singular shall be read for the plural, wherever the person or context shall plainly so require.

23.030 *Construction of Document.* This Plan may be executed and/or conformed in any number of counterparts, each of which shall be deemed an original and shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, excepting such Commonwealth's choice of law rules.

23.040 *Headings.* The headings of articles are included solely for convenience of reference, and if there be any conflict between such headings and the text of the Plan, the text shall control.

23.050 *Severability of Provisions.* In case any provisions of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, and the Plan shall be construed and enforced as if said illegal and invalid provisions had never been inserted therein.

23.060 *Incapacity of Participant.* If any Participant shall be physically or mentally incapable of receiving or acknowledging receipt of any payment of Participant benefits hereunder, the Plan Administrator, upon the receipt of satisfactory evidence that such Participant is so incapacitated and that another person or institution is maintaining him/her and who has legal authority to act on his/her behalf, may provide for such payment of pension benefits hereunder to such person or institution so maintaining him/her, and who has legal authority to act on his/her behalf, and any such payments so made shall be deemed for every purpose to have been made to such Participant.

23.070 *Liability of Officers of the Plan Administrator and/or Employer.* Subject to the provisions of the Act and unless otherwise specifically required by other applicable laws, no past, present or future officer, employee, or agent of the Employer shall be personally liable to any Participant, Beneficiary, or other person under any provision of the Plan.

23.080 *Assets of the Plan.* Nothing contained herein shall be deemed to give any Participant or his/her Beneficiary any interest in any specific property of the Plan or any right except to receive such distributions as are expressly provided for under the Plan.

23.090 *Plan for Sole Benefit of Participants.* The income and principal of the Plan are for the sole use and benefit of the Participants covered hereunder, and to the extent permitted by law, shall be free, clear and discharged from and are not to be in any way liable for debts, contracts or agreements, now contracted or which may hereafter be contracted, and from all claims and liabilities now or hereafter incurred by any Participant or Beneficiary.

ORDAINED AND ENACTED this ____ day of _____, 2020.

RESOLUTION NO. 2020-49

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE TOWNSHIP TO SUBMIT
A TRAFFIC SIGNAL APPLICATION (TE-160)
TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
FOR THE INTERSECTION OF
N. & S. WAYNE AVENUE (SR 1046) & LANCASTER (SR 0030) AVENUES**

WHEREAS, Radnor Township wishes to proceed with the installation of a preemption detection device at the Radnor Fire Company firehouse located near the intersection of N. & S. Wayne and Lancaster Avenues;

WHEREAS, this device will require a traffic signal modification at that intersection; and

WHEREAS, the Pennsylvania of Transportation (PennDOT) requires a traffic signal application (TE-160) and the subsequent maintenance agreement with PennDOT.

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize and Direct the Township to Submit a Traffic Signal Application (TE-160) to the Pennsylvania Department of Transportation for the Intersection of N. & S. Wayne (SR 1046) & Lancaster Avenues (SR 0030).

SO RESOLVED this 11th day of May, A.D., 2020.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: May 5, 2020
TO: Radnor Township Board of Commissioners
FROM: Dennis P. Capella, Engineering Project Manager
CC: William M. White, Township Manager
Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution #2020-49: Authorizing the Township to Submit a Traffic Signal Application (TE-160) to the Pennsylvania Department of Transportation for the Intersection of N. & S. Wayne (SR 1046) & Lancaster (SR 0030) Avenues

LEGISLATIVE HISTORY: This specific request has not been before the Board of Commissioners previously. The Commissioners approved the award of the contract to install a preemption detection device through Resolution No. 2020-01.

PURPOSE AND EXPLANATION: Radnor Township wishes to proceed with the installation of a preemption detection device at the Radnor Fire Company (RFC) firehouse located near the intersection of N. & S. Wayne and Lancaster Avenues. This device will enable the RFC to more quickly respond to calls by synchronizing their response to the traffic signal at that intersection. While the Township owns all traffic signals within its political boundaries, these signals are within Pennsylvania Department of Transportation (PennDOT) right-of-way. The signals require an application for traffic signal approval (TE-160) and the subsequent maintenance agreement with PennDOT. The TE-160 application is attached.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, the TE-160 will be submitted to PennDOT.

FISCAL IMPACT: This project is to be funded by the General Obligation Bond.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to Authorize and Direct the Township to Submit a Traffic Signal Application (TE-160) to the Pennsylvania Department of Transportation for the Intersection of N. & S. Wayne (SR 1046) & Lancaster (SR 0030) Avenues.*

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name : Steve Norcini, P.E. Title : Township Engineer
Municipal Name : Radnor Township, Delaware County
Municipal Address : 301 Iven Avenue, Wayne PA, 19087
Municipal Phone Number : (610)-688-5600 Alternative Phone Number : _____
E-mail Address : snorcini@radnor.org
Municipal Hours of Operation : Monday-Friday 8 AM - 4 PM

B - Application Description

Location (*intersection*) : N. Wayne Avenue (S.R. 1046) and Lancaster Avenue (S.R. 0030)
Traffic Control Device is : NEW Traffic Signal EXISTING Traffic Signal (Permit Number) : 63-0880
Type of Device (*select one*) Traffic Control Signal (MUTCD Section 4D, 4E, 4G) Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other : _____
Is Traffic Signal part of a system? : YES NO System Number (*if applicable*) : _____
If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements :

Installation of Preemption Detection at the firehouse.

Associated with Highway Occupancy Permit (HOP)? : YES NO If YES, HOP Application # : _____

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by? :
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
 Other : _____
Maintenance and Operations Contact Name : Steve Norcini, P.E. Company/Organization : Radnor Township
Phone # : (610)-688-5600 Alternative Phone # : _____ E-mail : _____

D - Attachments Listing

- | | | |
|--|---|---|
| <input checked="" type="checkbox"/> Municipal Resolution (<i>required</i>) | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes / Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input checked="" type="checkbox"/> Traffic Signal Permit | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Other : _____ |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Traffic Impact Study (TIS) | |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Condition Diagram | |

Application for Traffic Signal Approval

Please Type or Print all information in Blue or Black Ink



County : _____

Engineering District : _____

Department Tracking # : _____

Initial Submission Date : _____

E - Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location indicated above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. A signed Application for Traffic Signal Approval (TE-160) must be submitted in conformance with the instructions provided by the Department, and a Traffic Signal Permit must be issued, before any work can begin.

If the Department approves a traffic signal after a traffic engineering study and engineering judgment indicates the need, the traffic signal shall be installed, owned, operated, and maintained within the parameters indicated in the Vehicle Code and the Department's regulations relating to traffic signs, signals, and markings. The Department may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the traffic signal, or require removal of the traffic signal, if traffic conditions or other considerations necessitate alteration or removal.

All items associated with the traffic control device (geometric features, signs, signals, pavement markings, pedestrian accommodations, and other traffic control device associated items) are the applicant's responsibility. The Traffic Signal Permit will then document all of the items associated with operation of each traffic control device. The applicant, at its sole expense, shall provide the necessary inspection, maintenance, and operation activities in conformance with the Department's Publication 191 or as otherwise agreed to by the Department. The applicant shall perform the preventative and responsive maintenance requirements and recordkeeping in accordance with the exhibits specified below. If the applicant fails to provide the required inspection, maintenance, or operation services within thirty (30) days of receipt of written notice from the Department, the Department shall have the right to perform the required inspection, maintenance, or operation services in the applicant's stead and the applicant shall reimburse the Department for all costs incurred. Federal- and/or state-aid participation may be withheld on all future projects if the applicant fails to demonstrate to the Department the ability to provide all required maintenance and operation services. The applicant certifies that it has funds available and committed for the operation and maintenance of the traffic control device and that it will make available sufficient funds for all required future inspection, maintenance, and operation activities.

The applicant shall indemnify, save harmless and, defend (if requested) the Commonwealth of Pennsylvania, its agents, representatives, and employees from and against any damages recoverable under the Sovereign Immunity Act, 42 Pa. C.S. §§ 8521-8528, up to the limitations on damages under said law, arising out of any personal injury or damage to property which is finally determined by a court to be caused by or result from acts or omissions of the applicant and for which a court has held applicant, its officials, or employees to be liable. This provision shall not be construed to limit the applicant in asserting any rights or defenses. Additionally, the applicant shall include in any contracts into which it enters for maintenance, operation, or inspection of the traffic control device this same obligation to indemnify the Commonwealth and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming the Commonwealth and the applicant as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify the Commonwealth and the applicant.

The applicant shall comply with the study and ordinance requirements of 75 Pa. C.S. § 6109. The applicant submits this application with the intention of being legally bound.

Neither this application nor any Traffic Signal Permit creates any rights or obligations with respect to parties other than the applicant and the Department. Third parties may not rely upon any representations made by either the applicant or the Department in connection with the submission or approval of this application or any work permitted or approved that is related to this application, as regards either payment of funds or performance of any particular item of maintenance precisely as specified.

The applicant agrees to comply with the attached Exhibits:

- Exhibit "A": Preventative and Response Maintenance Requirements (Sheet 3 of 5)
- Exhibit "B": Recordkeeping (Sheet 4 of 5)
- Exhibit "C": Signal Maintenance Organization (Sheet 5 of 5)

Printed Municipal Contact Name : Stephen Norcini, P.E. Date : _____

Signed By : _____ Witness or Attest : _____

Title of Signatory : Township Engineer Title of Witness or Attester: _____

**Exhibit "A":
Preventative and Response Maintenance
Requirements**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Preventive Maintenance

The APPLICANT or its contractor will provide preventive maintenance for each individual component of the traffic signal installation covered by this application at intervals not less than those indicated in the Preventive Maintenance Summary, PA DOT Publication 191, current version. This is the recommended level of maintenance to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

Response Maintenance

The APPLICANT or its contractor will provide response maintenance in accordance with the provisions of the Response Maintenance Schedule. It encompasses the work necessary to restore a traffic signal system to proper and safe operation. Includes Emergency Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit within a 24-hour period.

EMERGENCY REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within a 24-hour period. Final repair must then be completed within 30 days unless prohibited by weather conditions or availability of equipment.

Response Maintenance Schedule

KNOCKDOWNS

- Support - Mast arm
- Support - Strain pole
- Span wire/tether wire
- Pedestal
- Cabinet
- Signal heads

TYPE OF REPAIR PERMITTED

- Emergency or Final
- Emergency or Final
- Final Only
- Emergency or Final
- Emergency or Final
- Final Only

EQUIPMENT FAILURE

- Lamp burnout (veh. & ped.)
- Local controller
- Master controller
- Detector sensor
 - Loop
 - Magnetometer
 - Sonic
 - Magnetic
 - Pushbutton
- Detector amplifier
- Conflict monitor
- Flasher
- Time clock
- Load switch/relay
- Coordination unit
- Communication interface, mode
- Signal cable
- Traffic Signal Communications
- Traffic Signal Systems

- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Emergency or Final
- Emergency or Final
- Emergency or Final
- Final Only
- Final Only
- Final Only

**Exhibit "B":
Recordkeeping**



County : _____
Engineering District : _____
Department Tracking # : _____
Initial Submission Date : _____

Recordkeeping

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. In recognition of this fact, the APPLICANT must prepare, retain, and make available to the COMMONWEALTH, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this application.

The APPLICANT shall establish a separate file for each installation and keep its records in the municipal building, signal maintenance shop, or other weather-protected enclosure.

At a minimum, the following records will be kept by the APPLICANT or its contractor for each traffic signal. These forms can be found in Section 10.0, Maintenance Record Forms, PA DOT Publication 191, current version.

FORM 1 - Master Intersection Record

This form, which lists all maintenance functions performed at the intersection, should be updated within one day of the activity but no more than one week later.

FORM 2 - Response Maintenance Record

Each time response maintenance is required at the intersection, this form is to be completed. Once the pertinent information is transferred to the master intersection record, this form is to be placed in the intersection file.

FORM 3 - Preventive Maintenance Record

This form will be used to provide a record of the preventive maintenance activities performed at each intersection. The date, the activities performed, and the signature of the person in charge of the work must be recorded in the form.

This form may be kept at the intersection, if it is adequately protected from the weather. Form 1 must be updated at the central file, however, to reflect the date and activity.

**Exhibit "C":
Signal Maintenance Organization**



County : _____
 Engineering District : _____
 Department Tracking # : _____
 Initial Submission Date : _____

Personnel Classifications

In order to properly maintain the traffic signal equipment covered by this applicant, the APPLICANT agrees to provide, as minimum, the following staff throughout the useful life of equipment. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Traffic Engineer - The administrative position which has prime responsibility for the proper operation of traffic signal equipment. The principal function of this position is the supervision and control of subordinate personnel and the planning of their activities to ensure adequate preventive and response maintenance programs.

Minimum Position Requirements

1. A thorough understanding of traffic signal design, installation and maintenance.
2. A working knowledge of the interaction between the following traffic characteristics: Intersection geometry, traffic flow theory, control type (fixed time, actuated, etc.), signal phasing and timing, and interconnection.
3. An ability to supervise subordinate personnel effectively in the assignment of their work.
4. Possession of a college degree in engineering, which includes course work in traffic engineering.
5. Either four years experience in the field of traffic engineering or its equivalent in graduate college work.

Signal Specialist - The individual responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Minimum Position Requirements

1. Extensive training and troubleshooting skills in electronics and software.
2. Ability to repair modules in the shop and to design test equipment needed to diagnose and repair a problem.
3. Ability to make design and modifications to implement or omit special functions.
4. Ability to implement a recordkeeping system to include maintenance activities, inventory control and identification of recurring problems.
5. Ability to perform all tasks required of a signal technician.

Signal Technician - Individual responsible for the operation and maintenance of traffic signals and electromechanical equipment.

Minimum Position Requirements

1. Ability to perform response maintenance on solid state equipment up to the device exchange level.
2. Capability to diagnose a vehicle loop failure and initiate corrective action.
3. Ability to tune detector amplifiers.
4. Ability to follow wiring schematics, check and set timings from plan sheet and check all field connections.
5. Ability to perform preventive maintenance on all equipment and to maintain accurate records of all work perform.

Training

The APPLICANT agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191.

Budget Requirements

The APPLICANT agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this application. The APPLICANT agrees to abide by all guidance provided in PA DOT Publication 191..



Application Instructions

A - Applicant's (Municipal) Contact Information

Municipal Contact's Name: Provide the municipal contact name that is (or will be responsible) for the traffic signal. Typically this is either the Municipal Manager or Roadmaster.

Title: Provide the title of the municipal contact name.

Municipal Name: Provide the official municipal name.

Municipal Address: Provide the full address of the municipal building.

Municipal Phone Number: Provide the municipal phone number of the municipal contact.

Alternative Phone Number: Provide an alternative phone number of the municipal contact.

E-mail Address: Provide the e-mail address of the municipal contact.

Municipal Hours of Operation: Please provide the municipalities normal operating hours (i.e. Monday-Thursday 9 AM - 2 PM)

B - Application Description

Location (*intersection*): Please provide a detailed location of the device or devices being considered for approval.

Please include any State Route and/or local road names in your description.

Traffic Control Device is: (Please select one of the two following categories)

NEW Traffic Signal: This item should be selected when requesting approval of a traffic signal that is currently not in operation at the device location indicated above.

EXISTING Traffic Signal: This item should be selected when requesting approval to make a modification or update to an existing traffic signal.

(Permit Number): Please provide the traffic signal permit number.

Type of Device (select one): (Please select one of the four following categories)

Traffic Control Signal: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Sections 4D, 4E, and 4G. When selecting this category this is the typical red/yellow/green and pedestrian signal indications

Flashing Beacon: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 4L. When selecting this category, this is typically either the flashing yellow/red signal at an intersection and/or the flashing yellow warning sign.

School Warning System: As defined in federal Manual on Uniform Traffic Control Devices (MUTCD) Section 7B. When selecting this category, this is typically the flashing school warning sign with a 15 mph indication.

Other: When selecting this category, this pertains to all other permitted electrically powered traffic control devices approved by the Department.

Is Traffic Signal part of a system?: Check off the appropriate box, either YES or NO. If YES, please fill in the **System Number (if applicable):** line.

Explain the proposed improvements: Provide a description of the proposed improvements to the intersection. This may be as complex as installing and/or upgrading a traffic signal or as non-complex as placement of a new traffic sign to supplement an existing traffic signal.

Associated with Highway Occupancy Permit (HOP)?: Check off the appropriate box, either YES or NO. If YES, please fill in the **Application #:** line.

C - Maintenance and Operation Information

Maintenance and Operations are typically performed by?: Please indicate if maintenance and operation will be performed by Municipal Personnel or through Contract Services.

Maintenance and Operations Contact Name: Provide the primary maintenance contact name for the individual that is (or will be responsible) for the maintenance and operation of the traffic signal.

Company/Organization: Provide the name of the company/organization with which the primary maintenance contact is affiliated.

Phone #: Provide the phone number for the primary maintenance contact.

Alternative Phone #: Provide an alternative phone number for the primary maintenance contact or affiliated company/organization.

E-mail: Provide the e-mail address for the primary maintenance contact.

D - Attachments Listing

Check off all documents which will be submitted along with this application. Note that a Municipal Resolution, authorizing the municipal contact to submit and sign the application, is a required document.

A sample Municipal Resolution has been provided on the next page.

E - Applicant (Municipal) Certification

Printed Municipal Contact Name: Please print the name of the municipal contact person signing the application.

Date: Please provide the date on which the application was signed.

Signed By: Please provide the signature of the named municipal contact.

Title of Signatory: Please provide the title of municipal contact.

Witness or Attest: Please provide the signature of the person witnessing or attesting the signature.

Witness or Attester: Please provide the title of the person witnessing or attesting the signature.

RESOLUTION NO. 2020-55

**A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, AWARDED
THE CONESTOGA ROAD TUNNEL LIGHTING CONTRACT TO MILLER
BROTHERS, INCORPORATED, IN THE AMOUNT OF \$175,900**

WHEREAS, there was litigation regarding an incident that occurred under the bridge with a cyclist. The outcome of this litigation was that the Township is required to bring the lighting of the tunnel up to current standards.

WHEREAS, Gannett Fleming, Incorporated has designed a bid package that meets the Pennsylvania Department of Transportation requirements

WHEREAS, sealed bids were received for this project via PennBID

WHEREAS, Wampole Miller Inc., DBA as Miller Brothers, Incorporated submitted the lowest responsible bid in the amount of \$175,900

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Award the Conestoga Road Tunnel Lighting Contract to Miller Brothers, Incorporated, in the amount of \$175,900.

SO RESOLVED this 5th day of, A.D., 2020

RADNOR TOWNSHIP

By: _____
Name: John Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: May 5, 2020

TO: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager

LEGISLATION: Resolution #2020-55: Awarding the Conestoga Road Tunnel Lighting Contract to Miller Brothers, Incorporated, in the amount of \$175,900.

LEGISLATIVE HISTORY: There was litigation regarding an incident that occurred under the bridge with a cyclist. The outcome of this litigation was that the Township is required to bring the lighting of the tunnel up to current standards. By virtue of Resolution #2020-11, dated January 27th, 2020, the Board authorized the receipt of sealed bids for the project.

PURPOSE AND EXPLANATION: The proposed project will bring the lighting of the Conestoga Road Tunnel (between Locust Grove and Montrose, in Garrett Hill) up to current Pennsylvania Department of Transportation standards. Gannett Fleming, Incorporated has designed a bid package that meets the Pennsylvania Department of Transportation requirements. Sealed bids for the Project were received via PennBID.

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval the project will be awarded to Miller Brothers. The tunnel lighting project will require Conestoga Road to be closed for approximately thirty days. Since Bryn Mawr Avenue is currently restricted to one lane for Penn DOT culvert work, and Roberts Road is closed for our culvert work, work will not begin until mid-August of this year. And be completed by the fall.

FISCAL IMPACT: The bid tabulation is as follows:

Wampole Miller Inc., DBA as Miller Brothers, Incorporated	\$175,900
Lenni Electric Corporation	\$207,409
Carr & Duff, Incorporated	\$228,000
Kuharchik Construction, Incorporated	\$257,700

This project is to be funded by the 2019 General Obligation Bond proceeds.

RECOMMENDED ACTION: *Staff respectfully requests the Board of Commissioners of Radnor Township Award the Conestoga Road Tunnel Lighting Contract to Miller Brothers, Incorporated, in the amount of \$175,900.*

RESOLUTION NO. 2020-56

**A RESOLUTION OF RADNOR TOWNSHIP,
DELAWARE COUNTY, PENNSYLVANIA,
AUTHORIZING THE AWARD OF THE CONTRACT FOR THE
BIDDING AND CONSTRUCTION SERVICES FOR THE
SEPTA R100 OVER CONESTOGA ROAD TUNNEL LIGHTING PROJECT
TO GANNETT FLEMING, IN THE AMOUNT OF \$22,978.00**

WHEREAS, the Township wishes to install a new lighting system at the SEPTA R100 commuter line over the Conestoga Road tunnel;

WHEREAS, this project, which involves state-of-the-art equipment, has required expertise in related bidding and will require similar knowledge throughout construction; and

WHEREAS, Gannett Fleming has demonstrated the qualifications to provide the bidding and construction services and has submitted a proposal accordingly;

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorize the Award of the Contract for the Bidding and Construction Services for the SEPTA R100 Over Conestoga Road Tunnel Lighting Project to Gannett Fleming, in the amount of \$22,978.00.

SO RESOLVED this 11th day of May, A.D., 2020.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township
PROPOSED LEGISLATION

DATE: May 5, 2020
TO: Radnor Township Board of Commissioners
FROM: Dennis P. Capella, Engineering Project Manager
CC: William M. White, Manager
Stephen F. Norcini, P.E., Township Engineer

LEGISLATION: Resolution #2020-56: Authorizing the Award of the Contract for the Bidding and Construction Services for the SEPTA R100 Over Conestoga Road Tunnel Lighting Project to Gannett Fleming, in the amount of \$22,978.00

LEGISLATIVE HISTORY: This request has not been before the Board of Commissioners previously. The related construction contract award is being presented to the Commissioners simultaneously.

PURPOSE AND EXPLANATION: The Township wishes to install a new lighting system at the SEPTA R100 commuter line over the Conestoga Road tunnel. This project, which involves state-of-the-art equipment, has required expertise in related bidding and will require similar knowledge throughout construction. Gannett Fleming has demonstrated the qualifications to provide the bidding and construction services. Their proposal is attached.

IMPLEMENTATION SCHEDULE: Upon approval by the Board of Commissioners, a requisition will be entered into the financial system.

FISCAL IMPACT: The project cost is to be funded by the General Obligation Bond proceeds.

RECOMMENDED ACTION: *Staff requests the Board of Commissioners of Radnor Township to Authorize the Award of the Contract for the Bidding and Construction Services for the SEPTA R100 Over Conestoga Road Tunnel Lighting Project to Gannett Fleming, in the amount of \$22,978.00.*



*Excellence Delivered **As Promised***

February 10, 2020

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

Dear Steve:

SEPTA R100 Over Conestoga

Gannett Fleming, Inc. is pleased to submit the following scope of work and cost proposal to provide engineering services for the preparation of a bid package for the SEPTA R100 Over Conestoga tunnel lighting. Based upon our discussions, we have developed the following proposal and scope of services for your consideration.

I. SCOPE OF WORK

Gannett Fleming, Inc. will perform the following services for the above referenced project:

1. The preparation of Specifications and Front-End Documents for public bidding of the tunnel lighting.
2. Preparation of final design drawings for public bid.
3. Preparation and attendance of Pre-Bid and Pre-Construction meetings.
4. Provide assistance during bidding, RFI, review of bids.
5. Provide assistance during construction, RFI, shop drawing review, site visits, general consultation.

II. COST

The total estimated cost of services for this scope of work will be as follows:

Engineering Services -	Bid Package Preparation	\$6,360
	Bid Services	\$2,660
	Construction Services	<u>\$13,958</u>
<u>Total Estimated Cost</u>		\$22,978

Costs provided is estimated, and additional meetings, presentations, or additional requested out of scope services exceeding the estimated price will be billed in accordance with our

Gannett Fleming, Inc.

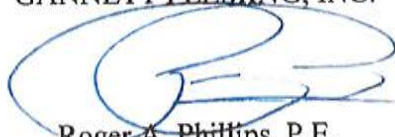
Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

current approved rate schedule. Estimated costs will not be exceeded without approval in writing

We appreciate this opportunity to offer our services. If you have any questions concerning our proposal, please contact me.

Very truly yours,

GANNETT FLEMING, INC.

A handwritten signature in blue ink, appearing to read 'R. Phillips', is written over the company name.

Roger A. Phillips, P.E.
Senior Associate

Gannett Fleming, Inc.

Valley Forge Corporate Center • 1010 Adams Avenue • Audubon, PA 19403-2402
t: 610.650.8101 • f: 610.650.8190
www.gannettfleming.com

Discussion of Possible
Zoning Ordinance
Amendment to increase
required setbacks for
residential emergency
generators *(Requested by
Commissioner Enderle)*

Discussion of Outdoor Dining Amendment

Discussion of Downtown
Wayne Drive-in Night

Reports of Standing Committees of the Board

New Business

Old Business

Public Participation - *If you would like to participate in the meeting, please send an email to publiccomment@radnor.org.*

This email address will only be monitored during the meeting.

E-mails sent to this address during the meeting will be read into the record.

Adjournment