

BOARD OF COMMISSIONERS

AGENDA *revised 6/8/20*

Monday, June 8, 2020 - 6:30 PM

Pledge of Allegiance

Notice of Executive Sessions held on June 1, 2020, and June 3, 2020.

1. Public Participation

2. Consent Agenda

- a) Disbursement Review & Approval
- b) Approval of minutes of the Board of Commissioner meeting of May 11 & May 18, 2020
- c) Authorize Vehicle Title Transfer from Township to Radnor Fire Company
- d) Resolution #2020-62 – South Devon Avenue Emergency Storm Sewer Repair in the amount of \$9,675.

3. Committee Reports

- A. Announcement of various Board and Commission Vacancies.
- B. Ordinance #2020-10 - **(Adoption)** – 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
- C. Ordinance #2020-09 - **(Adoption)** – Amending Article I, Chapter 62 of the Radnor Township Code, incorporating a Defined Contribution Plan for Civilian Employees
- D. Ordinance #2020-11 - **(Introduction)** – Amending the Township Zoning Ordinance to provide setbacks for residential emergency generators and to provide regulations therefore.
- E. **Resolution #2020-60 - Authorizing the installation of sanitary sewer at the 400 block of Lancaster Avenue, via the developer's agreement of Emerson Development in the amount of \$90,485.20**
- F. Resolution #2020-61 - Establishing Guidelines and Policies for outdoor sales of food and merchandise of existing businesses in Radnor Township during the Coronavirus Pandemic.
- G. Approval of TAP Trail Easement Agreements

4. Reports of Standing Committees of the Board

5. New Business

- a. Outdoor Movie Night **(requested by Commissioner Abel)**
- b. **Resolution #2020-63 - A Resolution of Radnor Township Delaware County, Pennsylvania, Adopting a Policy with Respect to Public Comment (requested by Commissioner Larkin)**

6. Old Business

7. Public Participation

8. Adjournment

Meeting Notice

There will be a Regular Board of Commissioners meeting held on Monday, June 8, 2020 at 6:30 PM in the Radnorshire Room of the Radnor Township Building, 301 Iven Avenue, Wayne, PA 19087. Please be advised by direction of the Governor's Office, Yellow Phase, attendance will be limited to 25 or less in the Radnorshire Room. Township Staff will ensure safety protocols will be followed and that any member of the Community will be rotated in as needed.

Public Participation

RADNOR TOWNSHIP
DISBURSEMENTS SUMMARY
June 8, 2020

The table below summarizes the amount of disbursements made since the last public meeting held on May 18, 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>

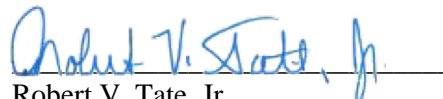
Fund (Fund Number)	2020-5B May 21, 2020	Total
General Fund (01)	\$257,631.01	\$257,631.01
Sewer Fund (02)	1,976.06	1,976.06
Capital Improvement Fund (05)	13,652.62	13,652.62
Police Pension Fund (07)	5,333.34	5,333.34
OPEB Fund (08)	913.66	913.66
Civilian Pension Fund (11)	4,758.21	4,758.21
The Willows Fund (23)	291.82	291.82
Total Accounts Payable Disbursements	\$284,556.72	\$284,556.72
Grand Total		\$284,556.72

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

TOWNSHIP OF RADNOR
Minutes of the Meeting of May 11, 2020

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

Commissioners Present

*Jack Larkin, President Lisa Borowski, Vice President Jake Abel
Richard Booker Damien Enderle Sean Farhy Moira Mulrone*

Also Present: *William M. White, Township Manager; John Rice, Township Solicitor; Joseph Rudolf, Township Labor Attorney, Robert Tate, Acting Finance Director, Steve Norcini, PE, Township Engineer; Christopher Flanagan, Superintendent of Police; Tammy Cohen, Director of Parks and Recreation, Kevin Kochanski, Director of Community Development, Jennifer DeStefano, Executive Assistant to the Township Manager; Peggy Hagan, 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*

Paul Hayes – He emailed in favor of item 6a on the agenda.
Ted Meehan - He emailed in favor of item 6a on the agenda.
Charles DeFeo - He emailed in favor of item 6a on the agenda.
Matthew Marshal – He emailed in favor of item 3H of the agenda.
Mary Dressler – She emailed in favor of item 6a on the agenda.
Gene and Angie Mitchell – They emailed in favor of item 3H of the agenda.
Jean Emplit – She emailed in favor of item 6a on the agenda.
David Walsh - He emailed in favor of item 6a on the agenda.
Dave Burshaw - He emailed in favor of item 6a on the agenda.

2. *Consent Agenda*

- a) *Disbursement Review & Approval*
b) *Approval of minutes of the Board of Commissioners 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*

Commissioner Abel asked for item e) to be removed from the Consent Agenda. Commissioner Abel asked for an update on the status of the Radnor Activity Center and the resumption of programming at the site. Tammy Cohen, Director of Parks and Recreation, stated that the facility is currently closed, and that programming will resume when permitted.

Commissioner Larkin moved to approve item 2e of the consent agenda, seconded by Commissioner Enderle. Motion passed 7-0.

Commission Larkin moved to approve consent agenda items a, b, c, and d, seconded by Commissioner Mulrone. Motion passed 7-0.

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

Commissioner Larkin moved to introduce Ordinance #2020-10, seconded by Commissioner Borowski. Motion passed 7-0.

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

Commissioner Larkin moved to table Ordinance #2019-15, seconded by Commissioner Booker. Motion passed 7-0.

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

William White, Township Manager, Joseph Rudolf and Robert Tate, Acting Finance Director, spoke on the details and advantages of incorporating a Defined Contribution Plan for Civilian Employees. There was a brief discussion amongst the Commissioners and staff.

Commissioner Larkin made a motion to introduce, seconded by Commissioner Borowski. Motion passed 6-1 with Commissioner Booker opposed.

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

Steven Norcini, Township Engineer gave a description of the project.

Commissioner Larkin moved to approve Resolution #2020-49, seconded by Commissioner Enderle. Motion passed 7-0.

E. Resolution #2020-55 - Awarding the Conestoga Road Tunnel Lighting Contract to Miller Bros. for \$175,900

Steve Norcini, Township Engineer, gave a description of the project, Commissioner Farhy questioned the Township taking on the expense of the project and the length of the project. Mr. Norcini explained that a lawsuit was involved, and the Township was deemed responsible for the cost of the project, he also noted the project timeline is August 9th to Labor Day, 2020.

Commissioner Larkin moved to approve Resolution #2020-55, Motion passed 7-0.

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

Steve Norcini, Township Engineer, gave a description of the services to be provided. Commissioner Booker questioned the cost of the contract, Mr. Norcini explained that the contract covers inspections and technical expertise with charges not to exceed \$22,978.

Commissioner Larkin called for a vote; motion passed 7-0.

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

Commissioner Enderle discussed the issue of setback requirements for residential emergency generators and the need to have defined setbacks specifically for generators in the Township Zoning Code.

Commissioner Larkin called for a vote to direct staff to put together a Zoning Ordinance Amendment to increase setbacks for residential emergency generators, Motion passed 6 to 1 with Commissioner Booker opposed.

H. Discussion of Outdoor Dining Amendment

Commissioner Larkin explained that the Board of Commissioners would like to make temporary changes to the Outdoor Dining regulations to help restaurants increase seating with additional outdoor seats. John Rice, Township Solicitor, suggested a temporary suspension of regulations would be more appropriate given the timeline for a Zoning Amendment. Mr. Rice suggested a resolution to suspend formal requirements and put in place a permitting process for the temporary changes to include zoning, health, and code requirements, limiting time period from summer into fall only.

The Commissioners discussed the item and agreed it would be beneficial to have the restaurants and retail businesses included in the discussion to see what changes would benefit them during this time. After further discussion John Rice, Township Solicitor noted that it seemed to be the consensus of the Board to have staff look into the item.

I. Discussion of Downtown Wayne Drive-in Night

A discussion of Downtown Wayne Drive-in Night included concerns of enforcement of social distancing, waiting until more residents could take part in the event, and staying within the mandates of the State. The Board would like to reach out to the Wayne Business Association to get a feel for what they are looking to do and what other ideas may better suit the current times.

4. Reports of Standing Committees of the Board

Commissioner Borowski announced the Library Open Meeting will be held on May 21, 2020 at 7:00 p.m., the meeting will be a Zoom Meeting.

5. New Business

Commissioner Larkin thanked the Wayne Food Pantry and Paoli Troup 1 for their efforts on the Food Collection held on May 9th. Commissioner Larkin also thanked Police Chief, Chris Flanagan and all staff who participated.

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)

Commissioner Booker moved to have the 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, there being no second the motion failed.

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.**

Stephen Giblin and family - They emailed in favor of item 6a on the agenda.

Lora Zembruski - Emailed in favor of item 6a on the agenda.

Chris Anderson - Emailed in favor of item 6a on the agenda.

Joseph Maxwell - Emailed in favor of item 6a on the agenda.

Dr. Jack Long - Emailed in favor of item 6a on the agenda.

Bien Zanh - Emailed in favor of item 6a on the agenda.

Kathy Myers - Emailed in favor of item 6a on the agenda.

Thomas Holman - Emailed in favor of item 6a on the agenda.

Regina Kane - Emailed in favor of item 6a on the agenda.

Gina Colau - Emailed in favor of item 6a on the agenda.

Bill W - Emailed in favor of item 6a on the agenda.

Pat and Jack O'Brien - Emailed in favor of item 6a on the agenda.

Georgeanna Signley - Emailed in favor of item 6a on the agenda.

Margaret Powell - Emailed in favor of item 6a on the agenda.

Barbara Murray DiLossi - Emailed in favor of item 6a on the agenda.

Jake and Christie Malarz - Emailed in favor of item 6a on the agenda.

Patricia Mingey - Emailed in favor of item 6a on the agenda.

Mary Lydon - Emailed in favor of item 6a on the agenda.

Albert Golub - Emailed in favor of item 6a on the agenda.

Moira Collins - Emailed in favor of item 6a on the agenda.

Barbara Neilan - Emailed in favor of item 6a on the agenda.

Tara Bullock Frohner - Emailed in favor of item 6a on the agenda.

Tim and Francine Greiner - Emailed in favor of item 6a on the agenda.

Mary Jo Christof - Emailed in favor of item 6a on the agenda.

Dot Stipa - Emailed in favor of item 6a on the agenda.

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

Respectfully submitted,

Peggy Hagan

TOWNSHIP OF RADNOR
Minutes of the Meeting of May 18, 2020

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

Commissioners Present

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

Also Present: *William M. White, Township Manager; Mary C. Eberle, Township Solicitor; Robert Tate, Acting Finance Director, Steve Norcini, PE, Township Engineer; Christopher Flanagan, Superintendent of Police; Tammy Cohen, Director of Parks and Recreation, Kevin Kochanski, Director of Community Development, Jennifer DeStefano, Executive Assistant to the Township Manager; Peggy Hagan, 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

Anna Marie Hessman – She emailed to postpone discussion on 5 a), until an in-person meeting.

Gary Merken – He emailed in reference to; 5 a.– no position on building heights, in favor of outdoor, against suggested changes for student housing; 5b. proposed legislation is premature.

Brendan Murphy – He emailed in favor of 5 a.

Kim Crews – She emailed to object to 5 a.; table 5 b.

Reginald Day – He emailed to table 5 a and strongly opposes changes.

Rick Barker - He emailed to outline the original re-zoning process or the Garret Hill Overlay District.

Patti Barker - He emailed to table 5 a.

Roberta Winters -She emailed to express the need for a Comprehensive Plan update and in regard to 5a, please wait for in person public meeting.

Tim Ely – He emailed he is not in favor of 5 a, however, he would like to have some community discussion on the matter.

Sumanth Joseph – He emailed in favor of 5 a. Angie and Gene Mitchell - At Flip & Baileys, the proposed outdoor seating area would replace the existing five onsite parking spots immediately adjacent to the building. We would retain the current sidewalks for customers and neighbors. No changes to the remaining onsite parking would take place. At Garrett Hill Alehouse no change in parking will be necessary but we will reduce interior seating in order to comply.

Matt and Meredith Riedel – They emailed in favor of 5 a.

2. Consent Agenda

a) Disbursement Review & Approval

Commissioner Larkin moved to approve the Consent Agenda, seconded by Commissioner Borowski. Motion passed 7-0.

3. Committee Reports

A. Motion to Confirm the appointment of Robert V. Tate as Finance Director

There was discussion amongst Commissioners and Staff. Commission Larking moved to approve the confirmation of appointment, seconded by Commissioner Enderle. Motion passed 6-1, with Commissioner Booker opposed.

B. Resolution #2020-57 - King of Prussia Road/Eagle Road/Pine Tree Road Intersection - Awarding the Civil Engineering Services Contract to Associated Engineering Concepts in the Amount of \$51,000

There was discussion amongst Commissioners and Staff. Commissioner Larkin moved to approve the resolution, seconded by Commissioner Borowski. Motion passed 5-2 with Commissioners Booker and Abel opposed.

~~C. Resolution #2020-58 - Roberts Road Culvert - Authorizing Payment of Change Order #1 in the amount of \$36,860.14 to Loftus Construction, Incorporated.~~

Removed from Agenda

D. Ordinance #2020-11 - (Introduction) - Amending the Township Zoning Ordinance to provide setbacks for residential emergency generators and to provide regulations, therefore.

Commissioner Larkin moved to approve the introduction of the ordinance, seconded by Commissioner Enderle. There was discussion amongst the Commissioners. Commissioner Enderle moved to table the ordinance to the June 8, 2020 Board of Commissioners meeting, seconded by Commissioner Larkin. The motion passed 7-0.

E. Resolution #2020-59 - Award the capital lease financing for three Public Works vehicles previously approved by the Board of Commissioners to Bank Funding, LLC at an interest rate of 1.850% for a term of five years

There was discussion amongst Commissioners and Staff. Commissioner Larkin moved to approve the resolution, seconded by Commissioner Mulrone. The motion passed 7-0

4. Reports of Standing Committees of the Board

None

5. New Business

a. Garrett Hill Overlay Zoning Changes (requested by Commissioner Farhy)

There was discussion amongst the Commissioners and the Township Solicitor. Commissioner Farhy will bring item back for discussion at a future meeting.

b. Commercial Marijuana Restrictions (requested by Commissioner Farhy)

There was discussion amongst the Commissioners and the Township Solicitor. Commissioner Farhy will bring item back for discussion at a future meeting.

c. Ban safe injection sites anywhere in Radnor Township. (requested by Commissioner Farhy).

There was discussion amongst the Commissioner and the Township Solicitor. Commissioner Farhy will bring item back for discussion at a future meeting.

- d. Board vote to immediately open Radnor Township playgrounds for public use (and directing OEM to provide applicable safety guidelines for the public to follow); and directing the Director of Radnor Township Recreation & Community Programming Department to provide an in person children's summer camp for children of the Township (and directing the OEM to provide applicable safety guidelines for the camp). These actions are to be undertaken in accordance with the Radnor Home Rule Charter. (requested by Commissioner Booker)

There was discussion amongst the Commissioners and Staff. Commissioner Booker moved to approved, seconded by Commission Abel. The motion failed 6-1, with Commissioner Booker in favor.

Commissioner Abel asked Bill White to give an update on the Memorial Day Parade, Mr. White stated that there would not be a parade and asked Tammy Cohen to discuss the details of the event. Tammy stated that there would be a social distancing service at the Memorial attended by a small group from American Legion Posts 418 and 668. Tammy extended the invitation to the Board of Commissioners to attend. She also noted this is not an event for the public to attend, but they are welcome to drive by the service. The service will be filmed by Main Line Network and will be rebroadcast throughout the day on their local channels.

6. Old Business

Bill White, Township Manager, announced the position for Public Works Director was posted and the Steve McNelis, Public Works Director will be retiring in August.

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.

Kim Crews – she emailed to say; there have been 3 or 4 houses built since the Overlay was put in place. Only the last 1 built by Mr. Brasso isn't compliant with the Garrett Hill Zoning Code. And that's because the Township Zoning employee didn't enforce the GH Zoning Code.

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

*Respectfully submitted,
Peggy Hagan*

Radnor Township

PROPOSED LEGISLATION



DATE: June 8, 2020

TO: Board of Commissioners

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

LEGISLATION: Motion to approve the transfer of title for Emergency One (E-One) Cyclone model Pumper Truck from Radnor Township to Radnor Fire Company.

LEGISLATIVE HISTORY: As was past practice in Radnor Township, prior to 2009, the Township routinely engaged in the purchasing and procurement of emergency vehicles for Radnor Fire Company. As such, the Township would hold title during the period of use by the Fire Company and initiate a transfer of title when such equipment was auctioned or sold.

Beginning in 2009, this practice was discontinued and the Township included in its annual budget funding to support the operating and capital needs of Radnor Fire Company. Since 2009, capital purchases of fire and emergency response vehicles was transacted and titled in the name of the Fire Company. The Township continues the practice of providing the insurance for the vehicles.

PURPOSE AND EXPLANATION: The E-One Pumper Truck is a 1999 fire equipment vehicle originally purchased for \$315,000 and is due to be replaced. The Fire Company accepted a bid of \$49,000 from the Chester Township Fire Company and plans to utilize the proceeds to offset the cost of a new fire truck.

FISCAL IMPACT: The title transfer and sale of the E-One truck has no impact on the Township's 2020 budget as the amounts included in the 2020 budget were for the routine operating and capital contributions for Radnor Fire Company.

RECOMMENDED ACTION: The Administration respectfully recommends a Motion to approve the transfer of title for this equipment on June 8, 2020. Thank you for your consideration.

RESOLUTION NO. 2020-62

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, SOUTH DEVON AVENUE EMERGENCY STORM SEWER REPAIR IN THE AMOUNT OF \$9,675

WHEREAS, an emergency was created by a failed storm sewer pipe in South Devon Avenue

WHEREAS, a cost proposal for the immediate replacement of the failed pipe was obtained from Tommy's Paving & Excavating, Incorporated, in the amount of \$9,675

WHEREAS, the procedure noted in the code of Radnor Township regarding Emergency work was followed, and the work authorized

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby confirm the South Devon Avenue Emergency Storm Sewer Repair in the amount of \$9,675, payable to Tommy's Paving and Excavating, Incorporated

SO RESOLVED this 8th day of, June, 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 #2020-62 – South Devon Avenue Emergency Storm Sewer Repair in the amount of \$9,675

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

PURPOSE AND EXPLANATION: On May 27th, 2020, Miller Brothers was excavating for a new gas line in South Devon Avenue. They uncovered a Township storm sewer pipe, which was so old and rusty it literally fell part, by no fault of the contractor. This type of pipe, which is steel (not galvanized) and resembles a riveted smokestack, was obsolete fifty years ago. The pipe is beyond repair; the entire length of the pipe is in this deteriorated condition. There is no way to patch a new piece of pipe to the existing pipe, since the existing pipe is so deteriorated. The entire pipe run of approximately forty-five linear feet needed to be replaced.

The location of the pipe (please see attached) is directly in South Devon Avenue. The pipe needed to be replaced, as there was a large hole in the road with a plate over it. The fact that if the pipe is not replaced the road will collapse and also, the storm water runoff will no place to be conveyed. The situation constituted an emergency to motorists and pedestrians alike.

In accordance with the Emergency project requirements of the Township Code, I met with the Township Manager to appraise him of the situation. I had noted why the failed pipe was an emergency, and reviewed the cost proposal I had obtained to replace the pipe. I requested this pipe be replaced under as an emergency. The Township Manager authorized the work to take place. The code requires staff to then report to the Commissioners on the emergency work. Tommy's Excavating met me on the site that day, provided a cost proposal (\$9,675) that afternoon, and after the Manager's authorization, started work the next day. As of the writing of this memorandum, the pipe has been replaced.

IMPLEMENTATION SCHEDULE: The Emergency work has been completed.

FISCAL IMPACT: This project is funded by the 04 Stormwater Fund in the amount of \$9,675.

South Devon Avenue Emergency Storm Sewer Repair

Legend

Deteriorated storm sewer, beyond repair.



S Devon Ave



Vacancies on Various Boards & Commissions (as of January 1, 2020)

- **Citizens Audit Review & Financial Advisory Committee**
2 Vacancies

- **Citizens Communication Council**
1 Vacancy

- **Code Appeals Board**
1 Vacancy
Requirements: Master Electrician, Master Plumber or General Contractor

- **Design Review Board**
1 Vacancy (unexpired term 12/31/2021)

- **Environmental Advisory Board**
1 Vacancy

- **HARB**
2 Vacancy (unexpired term 12/31/2020 & 1 Full term)

- **Parks and Recreation Board**
1 Vacancy

- **Planning Commission**
1 Vacancy

- **Zoning Hearing Board**
1 Vacancy (alternate term expires 12/31/2020)
1 Vacancy (term expires 12/31/2021)

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:

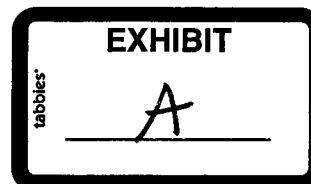
Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord, the Leased Premises upon all the terms and conditions herein contained. Intending to be legally bound hereunder and in good and valuable consideration of the rents herein reserved and the mutual covenants herein contained, Landlord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

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

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125TH ANNIVERSARY 1895-2020

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

May 14, 2020

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

Re: Radnor Township- PAISBOA Ordinance

Dear Sir/Madam:

Enclosed for filing with the Delaware County Law Library, please find a true and correct copy of a proposed Ordinance which the Radnor Township Board of Commissioners will consider for possible adoption after a public hearing on June 8, 2020. Please keep the enclosed Ordinance available for public inspection and/or photocopying through the hearing date.

Sincerely,

GRIM, BIEHN & THATCHER

By: 

John B. Rice

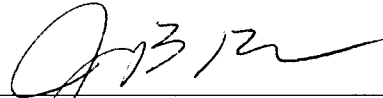
JBR/hlp

Enclosure

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

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 June 8, 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

Radnor Township

PROPOSED LEGISLATION



DATE: June 8, 2020

TO: Board of Commissioners

FROM: Robert V. Tate, Jr. Finance Director

A handwritten signature in blue ink that reads "Robert V. Tate, Jr.".

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 *draft ordinance* as advertised by the solicitor **

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 adopted on June 8, 2020 with an effective date of June 1, 2020. Thank you for your consideration.

TOWNSHIP OF RADNOR
ORDINANCE 2020-09

AN ORDINANCE OF RADNOR TOWNSHIP AMENDING CHAPTER 62, PENSIONS AND ANNUITIES, REPEALING SECTIONS 62-1 THROUGH 62-13 OF ARTICLE I, CIVILIAN EMPLOYEES' PLAN RELATING TO THE ESTABLISHMENT AND MAINTENANCE OF TOWNSHIP EMPLOYEES' PENSION BENEFIT FUNDS, AMENDING CERTAIN PROVISIONS OF THE PENSION PLAN APPLICABLE TO THE NON-UNIFORMED EMPLOYEES OF THE TOWNSHIP, AND ESTABLISHING A RESTATED DEFINED BENEFIT PLAN AND A DEFINED CONTRIBUTION PLAN IN ITS ENTIRETY

BE IT ORDAINED AND ENACTED by the Board of Commissioners ("Board") of the Township of Radnor, Pennsylvania ("Township"), as follows:

Section One. Chapter 62, Pensions and Annuities, Article 1, Civilian Employees' Plan is hereby repealed and replaced by the document attached hereto as Exhibit "A" establishing two new restated ARTICLES titled ARTICLE I-A, CIVILIAN EMPLOYEES-DEFINED BENEFIT PROVISIONS and ARTICLE I-B, CIVILIAN EMPLOYEES- DEFINED CONTRIBUTION PROVISIONS

Section Two. In accordance with Section 1-10 of the Code of the Township of Radnor, Exhibit "A" attached to this ordinance and the provisions therein shall be renumbered as necessary to incorporate into the Code.

Section Three. The provisions of the plan document attached hereto as Exhibit "A" shall be effective June 1, 2020.

Section Four. This Ordinance shall take effect in accordance with the Radnor Township Home Rule Charter.

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

Section Six. 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 June, 2020.

RADNOR TOWNSHIP

By: _____
Name: Jack Larkin
Title: President

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

CIVILIAN EMPLOYEES PENSION PLAN
RADNOR TOWNSHIP, PENNSYLVANIA

Established January 1, 1957

Amended and Restated
Effective as of June 1, 2020

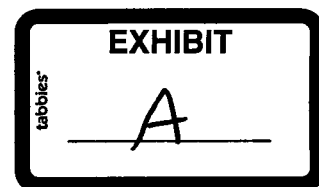


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SIGNATURE PAGE 25

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, 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:

<u>Years of Service</u>	<u>Vesting Percentage</u>
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.

16.060 *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.

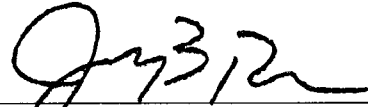
LEGAL NOTICE

Notice is hereby given that the Board of Commissioners of the Township of Radnor, Delaware County, Pennsylvania, will consider for possible enactment an ordinance, amending Chapter 62, Pensions and Annuities, amending and restating Section 62-1 through 62-13 of Article I, Civilian Employees' Plan relating to the establishment and maintenance of Township employees' pension benefit funds, amending certain provisions of the pension plan applicable to the non-uniformed employees of the Township, and establishing a restated defined benefit plan and a defined contribution plan in its entirety. The Board of Commissioners will hold a public hearing on June 8, 2020, at 6:30 p.m., at the Radnor Township Municipal Building, 301 Iven Avenue, Wayne, PA 19087 to consider the ordinance. Copies of the full text of the proposed ordinance are available at the Township offices, the Delaware County Law Library, and the offices of this newspaper during normal business hours.

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

ATTEST:

I do hereby certify that this is a true and correct copy of the proposed Ordinance of Radnor Township, being advertised for possible adoption by the Radnor Township Board of Commissioners on June 8, 2020.

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

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

ORDINANCE NO. 2020 –11

**AN ORDINANCE OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA
AMENDING ARTICLE XX, GENERAL REGULATIONS, OF THE RADNOR
TOWNSHIP ZONING ORDINANCE BY PROVIDING INSTALLATION AND SETBACK
REQUIREMENTS FOR EMERGENCY GENERATORS**

NOW THEREFORE, IT IS HEREBY ENACTED AND ORDAINED by the Board of Commissioners of Radnor Township, as follows:

Section 1. Article XX, Section 115 is hereby amended, adding a new subsection to read as follows:

280-115.6 – Emergency Generators

Permanently installed Emergency Generators shall be permitted as an accessory use in all districts in accordance with the following:

- A. Emergency Generators shall not be located in the front yard.
- B. Emergency Generators shall meet the minimum side and rear yard requirements for principal structures in the district in which they are located. However, in all cases emergency generators shall be at least 15 feet from any property line.
- C. Emergency generators located on residential lots less than 1 acre in size shall be located no further than 10 feet from a side or rear of the principal dwelling unit it is intended to serve.
- D. Emergency generators shall only be used in a power outage or emergency situations for the duration of the event; provided, such are operated within the manufacturer's specifications and with all standard noise-reducing equipment in use, unmodified, and in proper operating condition.
- E. Testing or maintenance cycles of emergency generators shall be in accordance with manufacturer's specifications and for only a short duration between the hours of 10:00 a.m. and 5:00 p.m. Monday through Friday.
- F. Emergency generators, used for the sole purpose of supplying electrical power to dwelling units within residential zoning districts may operate at a decibel level not to exceed 75 decibels, measured at the closest property line.
- G. Standby generators that are permanently wired into load centers shall be in accordance with, but not limited to, the National Electrical Code, the Pennsylvania Uniform Construction Code, UL and the manufacturer's specifications. Such generators shall require a permit with inspection(s).
- H. Portable standby generators not hard-wired permanently into residential electrical load centers do not require UCC or Township permits.

Section 2. Severability. If any section, paragraph, sub-section, 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 3. Repealer. All ordinances inconsistent herewith are repealed to the extent of such inconsistency.

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

By: _____

Name: Jack Larkin

Title: President

ATTEST: _____

William M. White, Secretary

Radnor Township



PROPOSED LEGISLATION

INTRODUCTION

FROM: Kevin W. Kochanski, Community Development Director
SUBJECT: Emergency Generator Ordinance Amendment
DATE: June 2, 2020

LEGISLATION:

Ordinance #2020-11 Amending Chapter 280 of the Radnor Code, Zoning Ordinance, adding Section 115.6 establishing installation and setback requirements for Emergency Generators.

LEGISLATIVE HISTORY:

Current ordinance regulations do not specifically address emergency generators for residential or commercial applications. As such, they have been regulated as an accessory structure; which in most residential applications will allow emergency generators to be placed in close proximity to a side or rear property line. Emergency Generators are mechanical equipment that produce noise and could impact adjacent neighbors. Over recent years, Emergency Generators have gained in popularity and the Department occasionally has received complaints. The proposed regulations will still permit their installation but offer a much greater protection for adjacent neighbors.

Delaware County Planning Commission – Once introduced, the ordinance will be sent to the County Planning Commission for review. Comments are expected prior to the adoption hearing.

Radnor Township Planning Commission – Once introduced, the ordinance will be sent to the Township Planning Commission for review. Comments are expected prior to the adoption hearing.

FISCAL IMPACT:

This ordinance is not expected to have any impact on the Budget.

RECOMMENDED ACTION:

The Staff would respectfully recommend that this Ordinance be Introduced on June 8, 2020 and be forwarded to the Township and County Planning Commissions for their review.

Thank you for your consideration.

RESOLUTION NO. 2020-60

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, AUTHORIZING THE INSTALLATION OF SANITARY SEWER AT THE 400 BLOCK OF LANCASTER AVENUE, VIA THE DEVELOPER'S AGREEMENT OF EMERSON DEVELOPMENT IN THE AMOUNT OF \$90,485.20

WHEREAS, Emerson Development has agreed to replace problematic sewer pipe on the north side of Lancaster Avenue, at their cost, with the Township replacing the deteriorated cross pipe on Lancaster Avenue

WHEREAS, Emerson Development will replace the failing cross pipe on Lancaster Avenue, the Township's requirement, to be reimbursed by the Township through the Development Agreement

WHEREAS, the developer's agreement with the Emerson Group will be amended to note the installation for sewer pipe for Radnor Township, will be performed by Emerson's contractor, to be reimbursed by Radnor Township

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township does hereby Authorizing the installation of sanitary sewer at the 400 block of Lancaster Avenue, via the developer's agreement of Emerson Development in the amount of \$90,485.20.

SO RESOLVED this 8th day of, June A.D., 2020

RADNOR TOWNSHIP

By: _____
Name: John Larkin
Title: President

ATTEST: _____
William M. White
Manager/Secretary

Radnor Township

PROPOSED LEGISLATION

DATE: June 8, 2020

TO: Radnor Township Board of Commissioners

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

CC: William M. White, Township Manager/Secretary

LEGISLATION: Resolution #2020-60 - Authorizing the installation of sanitary sewer at the 400 block of Lancaster Avenue, via the developer's agreement of Emerson Development in the amount of \$90,485.20.

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

PURPOSE AND EXPLANATION: The background for this item is as follows:

1. Emerson Development at 413 Lancaster Avenue, was asked, and although not required to, replace sanitary sewer that has been very problematic (red line) to the Township. The Township agreed to replace the failing line across Lancaster Avenue, benefiting from what the Emerson Group was providing. The line being replaced across Lancaster Avenue, the Township's portion of the project, is needed to

The work clouded in red is the basis of this Resolution

Emerson has offered to have this work done by his contractor. After speaking to the Solicitor, we could amend the Developer's Agreement to have this work performed by Emerson and paid for by the Township. The immediate benefits:

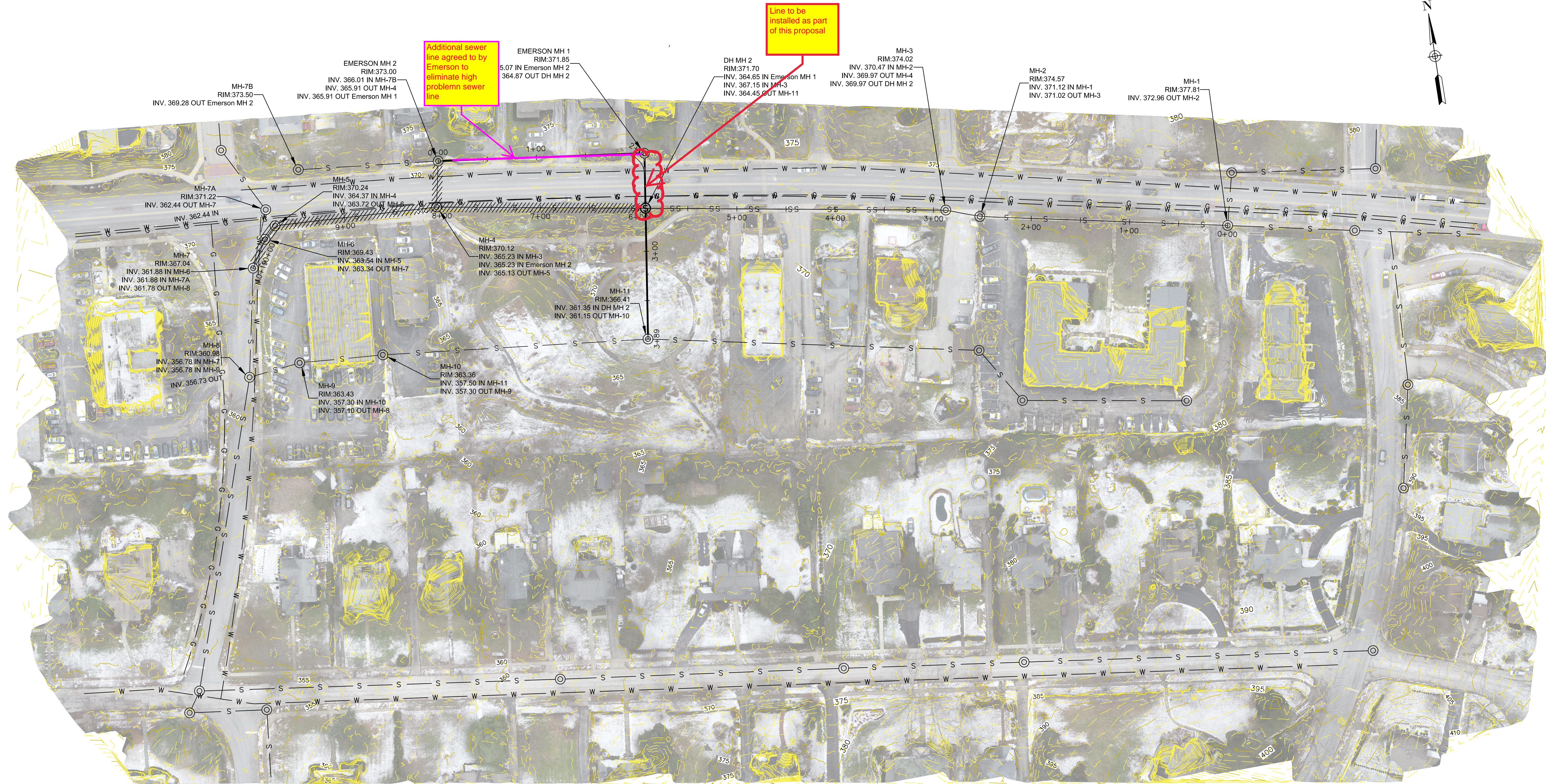
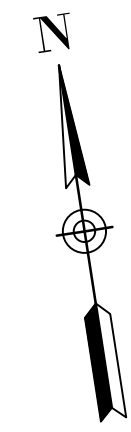
1. No prevailing wage rates
2. The bond is addressed in the development agreement
3. The work can take place immediately
4. Cost and time saving to the Township

IMPLEMENTATION SCHEDULE: Pending Board of Commissioners approval, a requisition will be processed. Work can begin as quickly as June 11th.

FISCAL IMPACT: The use of the developer's contractor, and addressing it through the developers agreement, saves the Township expense in the fact that prevailing wage rates and bonding requirements (already included in the Developers Agreement) will be eliminated.

The cost of the project, \$90,485.20, will be funded by the 02 Sewer Fund.

RECOMMENDED ACTION: Staff respectfully requests the Board of Commissioners Authorize the installation of sanitary sewer at the 400 block of Lancaster Avenue, via the developer's agreement of Emerson Development in the amount of \$90,485.20.



Additional sewer line agreed to by Emerson to eliminate high problem sewer line

Line to be installed as part of this proposal

- EXISTING GAS
- EXISTING WATER
- EXISTING SEWER
- PROPOSED SEWER
- ABANDONED SEWER

DRAFT

				<p>DISCLAIMER</p> <p>This drawing is and shall remain the property of Gannett Fleming, Inc. Any misuse, reuse, alterations, additions, and/or deletions of these drawings on project extensions or other projects shall be at the user's sole risk and without liability to Gannett Fleming, Inc. In the event that a conflict arises between the sealed physical drawings and the electronic files, the sealed drawings will govern.</p> <p>© GANNETT FLEMING, INC. 2006</p>		<p>PROFESSIONAL ENGINEER</p> <p>DESIGNED</p> <p>SRS</p> <p>DRAWN</p> <p>SRS</p> <p>CHECKED</p> <p>RAP</p> <p>APPROVED</p> <p>RAP</p>		<p>VALLEY FORGE, PENNSYLVANIA</p>		<p>RADNOR TOWNSHIP</p> <p>DELAWARE COUNTY PENNSYLVANIA</p>		<p>LANCASTER AVENUE SANITARY SEWER</p> <p>SITE PLAN</p>		<p>PHASE 60</p> <p>SCALE: 1" = 50'</p> <p>DRAWING NAME C-001</p> <p>SHEET 1 OF 2</p>		<p>CONTRACT NO. 56756</p> <p>DATE: 5/23/2019</p>	
NO.	DATE	MODIFICATION	DRAWN	CHKD.	APPRVD.	DATE:	DATE:										
REVISIONS																	

T:\6756 - Radnor Township\060-LancasterAve-Sewer\Sheets\Site Plan.dwg 2/13/2019 9:28:35 AM by STEFFY, SCOTT R.

June 2020
Proposal



1613 Brookhaven Road
Wynnewood, PA 19096
(610) 639-5903 P
pavementgrp@gmail.com

To: Radnor Township

Attention: Steve Norcini

Place of Performance:
The Emerson Group
Lancaster Avenue
Wayne, PA 19087

Below is a breakdown of the portions of work per the drone image and prepared plan by Gannett Fleming (Radnor Township Engineer) + any changes by Momenee Engineers.. Sub-Contractors performing the work are as follows: Sewer portion of work to be completed by T.S.T Inc and paving portion to be completed by Delaware Valley Paving or Kehoe Paving both of which are PENNDOT pre-qualified contractors as discussed.

Sewer portion of work as discussed on-site June 2, 2020. From manhole Emerson 1 to DH manhole #2, approximately 55' of 8" PVC

1 Doghouse manhole, 8" line to be capped on Emerson side of street & manhole #2 will not be tied into manhole #11 in the park at this time work will be continued by others in the future.

1. 300 (+) or (-) of orange construction fence, around trees & either side of right-a-way, install silt fence around any stockpiled soil and provide mats to protect tree as discussed - \$ 2,750.00
2. Traffic control for Lancaster Avenue - 5 days - \$5,750.00
3. Saw cut Lancaster Avenue, \$3,400.00
4. Install doghouse manhole across street - \$52,285.20
5. Approximately 40 ton removed, 38 ton 2A modified back-fill
Provide 8" binder on trench - \$7,800.00

Sewer Portion Total: \$71,985.20

Proposed Scope of work for asphalt wearing portion of the 50 foot x 50 foot portion of Lancaster Avenue to be paved after work is completed:

1. Price includes one mobilization, \$5,000.00 per additional mobilizations.
2. Mill key notches at perimeter abutements to create flush joints.
3. Sweep and apply tack coat.
4. Pave 2 inches of 9.5mm wearing course compacted to 1 ½ inches.
5. Tar all seams with AC-20 hot tar
6. Provide traffic control, paving one lane at a time.

\$13,500.00

Please note:

As discussed due to PENNDOT requirements of striping we will try to “piggy-back” off of Guide-Marker’s availability (essentially the only striping contractor available in the area) to complete the 50 foot portion to include plowable markers, yellow lines, etc...

Guide-Marker’s minimum is \$3,500.00 ----- please allow \$5,000.00 allowance to complete striping.

Due to quick turn-around in proposal pricing subject to change 10%.

Proposal contingent upon receipt of approved plan and agreed upon formal contract to include a rock clause and unforeseen obstructions.

RESOLUTION 2020-61

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF RADNOR TOWNSHIP, DELAWARE COUNTY, ESTABLISHING GUIDELINES AND POLICIES FOR OUTDOOR SALES OF FOOD AND MERCHANDISE OF EXISTING BUSINESSES IN THE TOWNSHIP DURING THE CORONAVIRUS PANDEMIC

WHEREAS, Governor Wolf issued a Proclamation of Disaster Emergency on March 6, 2020, authorizing political subdivisions to act as necessary within the powers conferred by the Proclamation of Disaster Emergency to meet the exigencies of the emergency; and

WHEREAS, on May 1, 2020, the Governor's Office presented a plan entitled Process to Reopen Pennsylvania which will ease social gathering restrictions in phases based upon public health indicators while requiring ongoing compliance with Centers for Disease Control and Pennsylvania Department of Health guidance for social distancing and workplace safety; and

WHEREAS, federal and state health and regulatory agencies have called for the implementation of safety measures, such as increased workplace ventilation, increased physical distance between employees and customers, and alteration of hours based on building size and number of employees; and

WHEREAS, the Governor's Office through the Pa. Department of Health has issued guidelines for outdoor dining and sale of merchandise supplementing Township regulations permitting such activities as of June 5, 2020.

NOW THEREFORE, BE IT RESOLVED, that the Board of Commissioners of Radnor Township, hereby establishes guidelines and a policy for outdoor sale of merchandise and outdoor dining for existing businesses in the Township for a period of time ending October 31, 2020 on properties where it might otherwise be prohibited, subject to the following requirements:

1. The merchant seeking to use outdoor space to conduct commercial activity and/or dining shall be responsible for compliance with all state and federal statutes, regulations, and orders, as well as permission from the landlord or owner of the property. The terms of this resolution and the guidelines to conduct outdoor commercial activity and dining expressly do not excuse merchants from complying with federal and state orders, including but not limited to those relating to COVID-19 mitigation. All outdoor activities shall comply with the Governor's guidelines attached hereto as *Exhibit "A"*.
2. The merchant seeking to use outdoor space to conduct commercial activity shall provide sufficient parking to meet the needs of its customers.
3. If a merchant uses part of a sidewalk, the merchant shall provide 48" clear space per Township Code for pedestrians and handicapped individuals to traverse the sidewalk.

4. If a merchant proposes to use spaces in a Township or private parking lot, the merchant shall submit a plan or proposal to the Township, providing for safe separation between its customers and vehicles with the use of physical barriers approved by the Township Community Development Department, Police Department and Emergency Management Office, and shall not occupy any handicapped parking area.
5. One or more merchants may submit a joint use plan for outdoor space.
6. All proposals for outdoor dining shall comply with Exhibit “A” and shall submit a plan or proposal to the Township which complies with Exhibit “A” before beginning operation. Upon approval by the Township, the merchant may begin operation subject to all applicable requirements of Exhibit “A”.
7. This Resolution and its authorization to conduct commercial activity in outdoor spaces shall expire on October 31, 2020 unless modified by further resolution of the Board of Commissioners.

RESOLVED, at a duly convened meeting of the Board of Commissioners of Radnor Township conducted on this 8 th day of June, A.D., 2020.

**RADNOR TOWNSHIP
BOARD OF COMMISSIONERS**

BY: _____
Jack Larkin
President

GUIDANCE FOR BUSINESSES IN THE RESTAURANT INDUSTRY PERMITTED TO OPERATE DURING THE COVID-19 DISASTER EMERGENCY TO ENSURE THE SAFETY AND HEALTH OF EMPLOYEES AND THE PUBLIC

PURPOSE

The virus that causes the Coronavirus 2019 Disease ("COVID-19") is easily transmitted, especially in group settings, and it is essential that the spread of the virus be slowed to safeguard public health and safety.

COVID-19 can be transmitted from infected individuals even if they are asymptomatic or their symptoms are mild, such as a cough. It can also be spread by touching a surface or object that has the virus on it and then touching your mouth, nose or eyes. This guidance document addresses the procedures businesses in the restaurant industry must follow to limit the spread of COVID-19 to the extent they are permitted to conduct in-person operations.

BUSINESSES SUBJECT TO THIS GUIDANCE

The Commonwealth is employing a regional and industry-specific approach to reopening non-life-sustaining businesses. All business owners should refer to the Commonwealth's [Phased Reopening](#) website for the most current county designations.

SIGNIFICANCE OF RED-YELLOW-GREEN PHASES FOR RESTAURANT AND RETAIL FOOD SERVICE BUSINESSES

Restaurants and retail food service businesses located in counties designated as being in the Red phase are permitted to provide take-out and delivery sales only and may not allow the service or consumption of food or beverages on the premises.

Beginning June 5, 2020, restaurants and retail food service businesses located in counties designated as being in the Yellow phase are permitted to provide take-out and delivery sales, as well as dine-in service in outdoor seating areas so long as they strictly adhere to the requirements of this guidance including maximum occupancy limits.

- Indoor areas, including bar areas, of restaurants and retail food service businesses must be closed to customers except for through-traffic. Non-bar seating in outdoor areas (i.e., tables or counter seats that do not line up to a bar or food service area) may be used for customer seating.
- Customers being served must be seated at a table.

All retail food service businesses, including restaurants, and bars located in counties designated as being in the Green phase are permitted to provide take-out and delivery sales, as well as dine-in service in both indoor and outdoor seating areas, so long as they strictly adhere to the requirements of this guidance including maximum occupancy limits.

- Bar seating may be utilized provided that customers are seated and comply with physical distancing guideline of at least 6 feet or physical barriers between customers. Standing in a bar area will not be permitted.
- A maximum of four customers that have a common relationship may sit together at the bar, while adhering to the physical distancing guidelines or barriers between other customers.

No business is required to conduct in-person operations, and should not do so if the business is unable to do so in accordance with all applicable guidance.

POLICY

It is the policy of the Administration to ensure that all businesses subject to this guidance conduct their operations in the manner best designed to prevent or mitigate the spread of COVID-19 and ensure the safety of their employees and the communities in which the businesses reside or serve. All businesses, even those that are authorized to maintain in-person operations, must minimize opportunities for personal interaction because such interactions provide greater opportunities for the transmission of COVID-19.

PROTECTING EMPLOYEES AND THE PUBLIC

All businesses and employees in the restaurant and retail food service industry authorized to conduct in-person activities pursuant to this guidance must do the following:

- Follow all applicable provisions of the Guidance for Businesses Permitted to Operate During the COVID-19 Disaster Emergency to Ensure the Safety and Health of Employees and the Public, available [here](#), including provisions requiring the establishment of protocols for execution upon discovery that the business has been exposed to a person who is a probable or confirmed case of COVID-19.
- Require all customers to wear masks while entering, exiting, or otherwise traveling throughout the restaurant or retail food service business. Face coverings may be removed while seated.
 - Individuals who cannot wear a mask due to a medical condition (including children under the age of two years per CDC guidance) are not required to wear masks and are not required to provide documentation of such medical condition.
- Provide at least six feet between parties at tables, (i.e., the six feet cannot include the space taken up by the seated guest). If tables or other seating are not movable, seat parties at least six feet apart.
- Spacing must also allow for physical distancing from areas outside of the facility's control (i.e. such that pedestrians on a sidewalk can pass with at least six feet of distance to customer).
- Ensure maximum occupancy limits for indoor and outdoor areas are posted and strictly enforced. Maximum occupancy is calculated using the following two methods. The more restrictive number must be used.
 - Method 1. Limit to 50% of stated fire capacity or 12 people per 1,000 square feet if there is not a fire code number available. When no fire code number is available for outdoor dining, the 12 people per 1,000 square feet number should be applied.

- Method 2. Arrange the restaurant or retail food service business so that customers sitting at a table are not within six feet of any customers sitting at another table in any direction and calculate the maximum number of customers that can be accommodated.
- Don't use shared tables among multiple parties unless the seats can be arranged to maintain six feet of distance between parties.
- Close or remove amenities and congregate areas non-essential to the preparation and service of food or beverages such as dance floors, child play areas, interactive games, and video arcades.
- Train all employees on the importance and expectation of increased frequency of handwashing, the use of hand sanitizer with at least 60% alcohol, and provide clear instructions to avoid touching hands to face.
- Assign employee(s) to monitor and clean high touch areas frequently while in operation including entrance doors, bathroom surfaces, host stands etc., and continue to regularly clean all other areas of the restaurant or retail food service businesses. Clean and disinfect any shared items with which customers will come in contact such as tabletops, digital menus, check presenters, and digital payment devices after each customer use.
- Implement procedures to increase cleaning and sanitizing frequency in the back of house. Avoid all food contact surfaces when using disinfectants.
- Provide physical guides, such as tape on floors or sidewalks and signage on walls to ensure that customers remain at least six feet apart in lines or waiting for seating or in line for the restroom. Encourage customers ordering take-out to wait in their vehicles after ordering.
- Close or remove amenities and congregate areas non-essential to the preparation and service of food or beverages such as dance floors, game areas, playgrounds, etc.
- Provide non-medical masks for employees to wear at all times and make it mandatory to wear masks while at the restaurant or retail food service business. An employee does not need to wear a mask if it impedes their vision, if they have a medical condition, or if it would create an unsafe condition in which to operate equipment or execute a task. Employers may approve masks obtained or made by employees according to Department of Health policies.
- Where possible, stagger work stations to avoid employees standing adjacent or next to each other. Where six feet of separation is not possible, consider spacing options that include other mitigation efforts with increased frequency of cleaning and sanitizing surfaces.
- Establish a limit for the number of employees in shared spaces, including break rooms, and offices to maintain at least a six-foot distance.
- Ensure employees do not share equipment to the extent possible (e.g., cooking equipment, trays, etc.).
- Verify that dishwashing machines are operating at the required wash, rinse and sanitize temperatures and with appropriate detergents and sanitizers.
- Follow all requirements of the Department of Agriculture's [Food Code regulations](#), even when altering from normal types of food delivery.

All businesses and employees in the restaurant and retail food service industry authorized to conduct in-person activities pursuant to this guidance are encouraged to do the following:

- Establish a written, worksite-specific COVID-19 prevention plan at every location, perform a comprehensive risk assessment of all work areas, and designate a person to implement the plan.
- Prior to each shift, ask that the employees self-measure their temperature and assess symptoms.
- Utilize reservations for dining on premises to maintain records of all appointments, including contact information for all customers.
- Use staff-facilitated seating where appropriate. If seating is not staff facilitated and tables cannot be moved to meet the physical distancing requirements outlined above, tables that should not be used must be clearly marked as out of service.
- Allow no more than 10 people at a table, unless they are a family from the same household.
- Use single-use disposable menus (e.g., paper) and discard after each customer, or utilize a written posting such as a chalkboard or whiteboard to relay menu information.
- Use technology solutions where possible to reduce person-to-person interaction, including mobile ordering; text or phone app technology to alert customers when their table is ready to avoid use of “buzzers;” and contactless payment options.
- Install physical barriers, such as sneeze guards and partitions at point of sale terminals, cash registers, bars, host stands, and other areas where maintaining physical distance of six feet is difficult.
- Consider methods to make point of sale terminals safer, including use of no contact applications, placement of a glass or clear plastic barrier between the employee and the customer, and providing a hand sanitizer station for customer and employee use after handling credit/debit cards, PIN terminals, or exchange of cash.
- Consider installing touchless door and sink systems or providing single-use barriers (e.g., deli tissues, paper towels) for use when touching door and sink handles.
- Schedule closure periods throughout the day to allow for cleaning and disinfecting, including bathrooms (i.e., after lunch service).
- Servers should avoid touching items on tables while customers are seated to the extent possible. Dedicated staff should remove all items from the table when customers leave.
- Use separate doors to enter and exit the establishment when possible.
- When protective equipment such as face coverings are used, launder daily and wash hands after touching/adjusting face covering while working.

All businesses and employees in the restaurant and retail food service industry authorized to conduct in-person activities in Yellow phase counties pursuant to this guidance are prohibited from doing the following:

- Using self-service food or drink options, such as buffets, salad bars, and condiments.
- Condiments must be removed from tables and dispensed by employees upon the request of a customer.
- Using reusable menus, other than digital menus sanitized after each use.
- Refilling food and beverage containers or implements brought in by customers.

This guidance does not authorize any specific external area near or adjacent to a business in the restaurant industry for outdoor dining. Businesses must obtain any permits or other authorization, as required, to serve food and beverages outside of physical indoor service areas.

FURTHER GUIDANCE AND SUPPORT

Answers to frequently asked questions (FAQs) involving application of the business safety order are available [here](#).

In addition to this guidance restaurants and retail food service businesses may wish to review the CDC's Considerations for Restaurants and Bars, available [here](#).

Help is available for people who are struggling with their mental or emotional health or feeling anxious or overly stressed. Contact the Crisis Text Line by texting PA to 741-741.

The Administration recognizes the difficulty of procuring materials businesses need to safely resume operations. If assistance is needed to locate masks and other supplies to carry out these required safety procedures, please visit DCED's [Business2Business Interchange](#).

ENFORCEMENT

Failure to strictly adhere to the requirements of this guidance may result in disciplinary actions up to and including suspension of licensure, including liquor licenses.

Law enforcement officers should refer to Enforcement Guidance available online [here](#).

If employees or customers want to report possible health and safety violations in the workplace related to COVID-19:

1. File a complaint with a local health department or a law enforcement agency.
2. Submit this [webform](#) to the PA Department of Health at www.health.pa.gov.
3. Review OSHA guidance and, if appropriate, [file a complaint](#) at OSHA.gov.

REMINDERS TO CONTAIN THE SPREAD OF COVID-19: SOCIAL DISTANCING AND OTHER REQUIREMENTS

When people need to leave their places of residence in connection with allowable individual activities, allowable essential travel, or by virtue of exemption from this policy, the Department of Health strongly encourages individuals to abide by the following social distancing requirements to:

- Maintain a distance of at least six feet from other individuals;

- Wash hands with soap and water for at least 20 seconds as frequently as possible, or use hand sanitizer if soap and water are not available;
- Cover coughs or sneezes with a sleeve or elbow, not hands; Do not shake hands;
- Regularly clean high-contact surface areas;
- When sick, stay at home;
- Follow all guidance on gathering sizes applicable in Yellow and Green counties.

ADDITIONAL INFORMATION

For the most up-to-date, reliable information, please continue to refer to the Commonwealth of Pennsylvania's website for Responding to COVID-19 in Pennsylvania: <https://www.pa.gov/guides/responding-to-covid-19/>.

Approval of TAP Trail Easement Agreements

Reports of Standing Committees

New Business

Outdoor Movie Night (requested by
Commissioner Abel)

Public Comment Policy Update (requested by
Commissioner Larkin)

RESOLUTION No. 2020-63

**A RESOLUTION OF RADNOR TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA,
ADOPTING A POLICY WITH RESPECT TO PUBLIC COMMENT**

WHEREAS, the Sunshine Act, 65 Pa.C.S. § 701, *et seq.*, imposes certain requirements on Townships regarding open meetings and public comment; and

WHEREAS, Radnor Township complies with the Sunshine Act in the conduct of its meetings by providing a reasonable opportunity at each meeting for members of the public to comment on matters of individual or Township concern and Official Actions of the Board of Commissioners; and

WHEREAS, Radnor Township has, for more than a decade, maintained a policy of substantially unlimited public comment for purposes of greater transparency; and

WHEREAS, this policy has prolonged Meetings of the Board of Commissioners of Radnor Township, on occasions until after midnight; and

WHEREAS, this delay burdens citizens, staff, and professionals who are required to transact business in the Township, sometimes to allow time for public comment by non-residents; and

WHEREAS, on March 12, 2020, a Disaster Emergency was declared in Radnor Township in response to the COVID-19 pandemic;

WHEREAS, the COVID-19 pandemic in conjunction with Governors' Orders now places restrictions on the mandatory maximum capacity of the Township's meeting space, and advisory restrictions on duration of meetings

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township that the Rules of Public Comment ("Rules") attached hereto at Exhibit "A" are adopted. The Board shall reconsider these Rules following the termination of the red-yellow-green phased reopening of the Commonwealth of Pennsylvania

SO RESOLVED this ____ day of June, A.D. 2020.

RADNOR TOWNSHIP

By: _____
Jack Larkin
President

Attest: _____
William White
Manager/Secretary

EXHIBIT "A"

RADNOR TOWNSHIP RULES OF PUBLIC COMMENT

1. Meetings may include the following periods reserved for public comment:
 - a. A period at the beginning of the meeting ("Opening Public Comment," reserved for comment limited to the subject of any agenda item;
 - b. A period prior to Official Action on any agenda item reserved for comment limited to the subject of the agenda item on which Official Action is proposed to be taken ("Official Action Public Comment");
 - c. A period at the end of the meeting ("Closing Public Comment") reserved for comment without limitation as to topic.
2. Only residents, fee-payers, taxpayers, and prospective residents, fee-payers, and taxpayers of Radnor Township shall be permitted to participate during public comment.
3. The length of public comment at any given meeting, which shall be the aggregate of Opening Public Comment, Official Action Public Comment, and Closing Public Comment, shall be limited to one hour in total. Commenters who are unable to offer public comment in person for any reason may:
 - a. Hold their comment for the Closing Public Comment period of the next regular meeting if time allows; or
 - b. Mail their public comment to public@radnor.org for inclusion in the packet of the meeting for which they intended to offer comment, which packet shall be amended to include their comment and published online. Post-meeting comments shall be submitted within 48-hours of the end-time of the meeting for which they are intended.
4. Commenters who wish to reserve time to comment in-person during the Opening Public Comment of any future meeting may do so by e-mailing their name, address, and a short statement of their desire to participate in public comment to public@radnor.org. Only twelve reservations shall be accepted. Reservations shall be taken in the order in which they are received.
5. Public comment shall be limited to a single five-minute period per commenter.

Old Business

Public Participation

Adjournment