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Upper Darby Township Council Meeting

March 18<sup>th</sup>, 2015

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A regular meeting of Upper Darby Township Council was held on Wednesday evening, March 18<sup>th</sup>, 2015 at 7:30 p.m. in the Council Meeting Room #202 of the Municipal Building, 100 Garrett Road, Upper Darby, Pennsylvania.

The meeting was called to order by Council President Donald P. Bonnett with the Pledge of Allegiance to the flag of the United States of America.

### **Roll Call**

Donald P. Bonnett, John Rankin, Ed Monaghan, Jacob A. Bierling Jr., Mary Ann Crawford, Marah Manners, James Santora, Sekela Coles, Robert Gwin, Barbarann Keffer

Thomas P. Wagner, excused

### **Present at the Meeting**

Thomas N. Micozzie, Mayor  
Thomas J. Judge Jr., CAO  
Kelly Sullivan, Esq., Solicitor  
Richard G. Nolan, Chief Municipal Clerk

### **Approval of the Minutes**

Mr. Bonnett: A motion would be in order for the approval of the minutes for the Regular Meeting of February 18<sup>th</sup>, 2015.

Mr. Santora: So moved.

Mrs. Crawford: Seconded.

Mr. Bonnett: It has been moved and seconded. All those in favor signify by saying aye. Opposed? The ayes have it.

### **Public Forum**

Mr. Bonnett: This is the time set aside for the public to speak. When you hear your name come forward to the podium and state your name and address for the records. Comments are limited to five minutes.

Alima Dolores Reardon, 406 N. Springfield Road  
Opposition to Planned Parenthood

Robert "Bob" Cassidy, 3854 Garrett Road  
Opposing Planned Parenthood

Their comments are filed on tape.

Mr. Rankin: That concludes the speakers for this evening.

Mr. Bonnett: Thank you John. Let the record show that Councilwoman Manners is now present. This is the time set aside for our Mayor, the Honorable Thomas N. Micozzie.

**The Honorable Thomas N. Micozzie, Mayor**

Mayor Micozzie: Thank you.

*Mayor Micozzie read the Press Release for the trash and re-cycling schedule for the week including Good Friday (4-3-15).*

*Mayor Micozzie announced the Award Poster Contest for "One Nation, Many Languages, International Mother Language Day" to be held on March 25, 2015 at 6:30 PM at the Municipal Building.*

Mayor Micozzie: That's all I have.

Mr. Bonnett: Thank you, Mayor. At this time we will go into the Committee Reports starting with the Planning, Zoning & Building Code Committee, Mr. Bierling please.

**Committee Reports**

**Planning, Zoning & Building Code Committee**  
Jacob A. Bierling Jr., Chairman

**Motion for a land development for Thomas Thornton to convert a house into a dentist office with residential use on second floor with the construction of a paved parking area; situate 626 Burmont Road. Folio No: 16-11-00695-00**

Mr. Bierling: Thank you Mr. Bonnett. I would like to ask the Solicitor to give us a brief on the land development.

Solicitor: This is a land development for Thomas Thornton to convert a house into a dentist office with residential use on second floor with the construction of a paved parking area; situate 626 Burmont Road. Folio No: 16-11-00695-00

Mr. Bierling: Thank you. At this time, I move for the approval of this land development.

Mrs. Crawford: Seconded.

Mr. Bonnett: Moved and seconded. All those in favor, signify by saying aye. Opposed? The ayes have it.

Mr. Bierling: Mr. Bonnett, while I have the floor I would also like to bring up business relating to Ordinance No. 3020. Our committee met 3 times with several members of the Suburban Realtors Alliance on this issue. We are still actually working on it. I know I did put a date on the table to March 18<sup>th</sup> and I'd like to remove that date and just leave it on the table. I'd like to make a motion for that.

Mr. Bonnett: So, your motion is for an indefinite postponement?

Mr. Bierling: Yes.

Mr. Bonnett: OK, is there a second?

Mrs. Crawford: Second.

Mr. Bonnett: Moved and seconded. All those in favor, signify by saying aye. Opposed? The ayes have it. The next committee is the Leisure Services Committee, Mr. Monaghan please.

**Leisure Services Committee**

Edward E. Monaghan, Chairman

**Resolution No. 07-15, a Resolution of Upper Darby Township, Delaware County, Pennsylvania authorizing the filing of an application to the 2014 PECO Green Region Open Space Program for the development of conceptual designs for the Michele Park, Aberdeen Road Park and Guilford Road Park Project**

Mr. Monaghan: Thank you Mr. Bonnett. I would like to ask the Solicitor to give us a brief on Resolution No. 07-15.

Solicitor: Certainly. Resolution No. 07-15 is a Resolution of Upper Darby Township, Delaware County, Pennsylvania authorizing the filing of an application to the 2014 PECO Green Region Open Space Program for the development of conceptual designs for the Michele Park, Aberdeen Road Park and Guilford Road Park Project.

Mr. Monaghan: I move for the adoption of Resolution No. 07-15.

Mrs. Crawford: Seconded.

Mr. Bonnett: Moved and seconded. Comment?

Mr. Gwin: I have a question. If I understand this correctly, none of these funds will be actually used for the improvements of the parks at this point in time. This is only for the conceptual drawings. Is that correct?

Solicitor: It appears that way. It is for conceptual designs, yes.

Mr. Gwin: So it's \$20,000 for the conceptual designs.

Solicitor: No, \$10,000.

Multiple people speaking at the same time.

Mr. Gwin: ....two. The grant that we're asking from PECO so that's \$20,000.

Mr. Bonnett: This is a motion to file an application for that grant.

Mr. Gwin: I guess what I'm trying to say is that restricted only for -----

Mr. Judge: The PECO grant has a restriction that it is only for design. It cannot be used for construction. The grant itself is a design grant and we cannot use it for construction.

Mr. Gwin: And we have to commit to matching \$10,000.

Mr. Judge: We have to commit a matching number, yes that is correct.

Mr. Gwin: And it also going to go toward the design.

Mr. Judge: To go to the design, yes. I guess I don't understand the question. The grant is for design. The PECO grant does not give construction money. It is for design. So, we are using the money for design. If the design is more than the grant, then we have to match it. But, it is the restriction of the grant, not our restriction, that is only for design.

Mr. Gwin: Thank you for clarifying that.

Mr. Bonnett: Moved and seconded. All those in favor, signify by saying aye. Opposed? The ayes have it.

**Resolution No. 08-15, a Resolution of Upper Darby Township, Delaware County, Pennsylvania approving the leasing of certain real estate located at 13 Creek Road, Upper Darby Township.**

Mr. Monaghan: I would like to ask the Solicitor to give us a brief on Resolution No. 08-15.

Solicitor: Yes. Resolution No. 08-15 is a Resolution of Upper Darby Township, Delaware County, Pennsylvania approving the leasing of certain real estate located at 13 Creek Road, Upper Darby Township.

Mr. Monaghan: I move for the adoption of Resolution No. 07-15.

Mrs. Crawford: Seconded.

Mr. Bonnett: Moved and seconded. All those in favor, signify by saying aye. Opposed? The ayes have it.

Mr. Monaghan: That concludes our report.

Mr. Bonnett: Thank you, Ed. The next committee is the Public Safety Committee, Mr. Rankin please.

**Public Safety Committee**

John Rankin, Chairman

**Public Hearing for Ordinance No. 3023, an Ordinance of Upper Darby Township, Delaware County, Pennsylvania amending and supplementing the Upper Darby Township Civil Service Code as previously amended.**

Mr. Rankin: I will ask the Solicitor to give us a brief on proposed Ordinance No. 3023 after which we will hold a Public Hearing.

Solicitor: Thank you. Ordinance No. 3023 is an Ordinance of Upper Darby Township, Delaware County, Pennsylvania amending and supplementing the Upper Darby Township Civil Service Code as previously amended.

Mr. Rankin: Thank you. I will now ask President Bonnett to conduct a Public Hearing.

Mr. Bonnett: At this time, we will open a Public Hearing on proposed Ordinance No. 3023. Anyone wishing to speak on this Ordinance, please come to the podium and state your name and address for the record. Seeing no one wishing to speak, John, back to you.

Ms. Keffer: I have a question. In Part 2 & 3, it mentions senior member in a combination department or volunteer fire department. Does that exclude someone from a professional fire department, say from Philadelphia that wanted to move here?

Mayor Micozzie: They would pass if they had five years but not two. Philadelphia is not a combination department.

Ms. Keffer: Right that's what I'm saying.

Mayor Micozzie: They would definitely have Firefighter 1 and Firefighter 2 if they are a Philadelphia fireman. That's the academy we already send our people to.

Ms. Keffer: So, they're not excluded from this?

Mayor Micozzie: Not by that section.

Mr. Bonnett: Any other questions? Seeing none, that will conclude the Public Hearing. Councilman Rankin, a motion would be in order.

Mr. Rankin: At this time, I would like to make a motion for the passage of Ordinance No. 3023.

Mrs. Crawford: Seconded.

Mr. Bonnett: It's been moved and seconded. All those in favor signify by saying aye. Opposed? The ayes have it.

Mr. Santora: May I have the floor, Mr. President? Fellow members of Council, Mayor, tonight will be my last Council meeting. I will effectively resign immediately after my few words. First, I'd like to thank the Mayor. Mayor, what you do every day for this Township is beyond what is expected of a "part-time" Mayor. You are not that. You are a full-time Mayor. You impress me every day and I really appreciate the service that you give to our Township. You create an environment of inclusion vs. exclusion and that means a lot to the residents of Upper Darby Township. You gave me the opportunity to serve on the Comprehensive Planning Committee as a Chairman, which I recently stepped down from because of my duties at the State. It was great to be able to be a part of that in the beginning phases and I know we still have a long time before that is complete but to be able to guide the Township where it's going to go for the next ten years was really a great opportunity for me. I don't think there is a school age child who doesn't know who you are and at the Municipal level, that's pretty awesome. Even with the community at large, I don't believe that there are many people who don't know who you are. You have at one time or another been to an event or at their door or just visiting the neighborhood and that means a lot. I thank you for your service to our community.

Mayor Micozzie: Jamie, you have been an excellent Councilman. It's equally shared. We do a lot together and I'm really proud to see you have made it to the state level. And, you're doing a great job.

Mr. Santora: Council members, I urge you to continue to work together. A lot of people think that when there are Democrats and Republicans on the same board that it's always going to be a "yes" and "no" but we have been able to work together on a lot of things and I encourage you to keep doing that. I thank all of you for your service. It's been an honor to serve with you and to represent the 82,000 residents of Upper Darby Township, to represent the business owners of Upper Darby Township. Today I got a text at 12:00 that said, "Oh my God, we forgot to call anybody. Can you come over here right now to cut a ribbon?" And, I did. I ran right over to



Ferne Blvd. where a little restaurant opened up and cut a ribbon at the last minute. Every time we cut a ribbon we are creating new jobs. I found out that this little 1000 square foot building has 12 people who are working there and 7 are from the Township and walk to work so it's awesome. Let's keep creating that environment, a welcoming environment for people to be here I'll still be around. I'm here as you know a great portion of my House District is Upper Darby Township. I can say it. There is no better place to raise a family. I don't think there is a more diverse Municipal area in all of Pennsylvania. We've got programs in our school that are amazing. Some of the things that people say are "wow, your middle schools are so big and your high school is so big." But, there's a good thing to that too. We get to offer programs here that most schools can't because they just don't have the kids to fill the programs. They do an excellent job. We see the passion of the residents day in and day out. We've got civic associations, business associations, people who show up here month after month to make sure that things get done. Again, we're all here to serve the community at large and that's important. One other thing, when I was elected to office and began my job on December 1<sup>st</sup>, I said that I would not take two paychecks and I plan to honor that commitment. I said that I would donate the salary since December 1<sup>st</sup> to the Primos School's autism playground that was going to be built. So tonight and Mayor I will ask you to deliver the checks since you are on the Arts Committee but I wrote my first check which is the big check and then in a couple of weeks, I will write my second one when I get my final paycheck from the Township. So, I ask you to deliver this check on my behalf.

Mayor Micozzie: I'd be happy to and I'll make sure that they recognize it.

Mr. Santora: Great. So, effective immediately I am resigned and I encourage you to move forward immediately on the process of filling my seat as I think a vacancy is not a good thing. So I ask you, Mr. President, to do whatever you have to do and make it happen.

Mr. Bonnett: Jamie, from my perspective I want to thank you for the nearly four years that you served on this Council but more than that I want to commend you and thank you for your willingness to go beyond this Council and serve as a State Representative in the Commonwealth of Pennsylvania representing, as you said, a good part of Upper Darby and you will continue to be our "go to person" in terms of working with the State. We appreciate your willingness to do that and I will say for everyone's benefit this evening that Jamie gave me the courtesy of knowing that this was coming right before this meeting tonight so I could prepare to address how we are going to deal with this. We have an obligation under the Home Rule Charter to fill this vacancy. We have a 45 day window in which to do that. It's always been the custom of this Council to open up the opportunity to anyone who wishes to put their name in contention to be considered to be appointed by this Council to fill this vacancy. With regard to that, we have always established a Committee of representatives of this Council to conduct the interviews. I will ask the Chief Municipal Clerk to advertise the vacancy to solicit from the community anyone's interest by asking them to submit a resume to a Committee which I will appoint by name this evening. The Committee members will be Councilman Wagner, Councilman Monaghan and Councilwoman Manners. I hope you will be willing to serve in that capacity. I would suggest that we set a schedule to receive these resumes within the next two weeks in order

that interviews can be conducted by the Committee and that we would be in a position at our meeting on the 15<sup>th</sup> of April to make that appointment. So, with that, any other comment from any member of Council?

Mr. Rankin: I would just like to thank Jamie for his service to the Township. It's been great working with you and I wish you the very best in the Legislature and I know you'll do the same thing there.

Audience applause.

Mr. Bonnett: Madam Solicitor, do you have anything for the body?

Solicitor: I would just like to say that we had a very brief executive session before we came out here tonight in regard to a personnel issue. The Mayor asked me to pull out my Civil Service Code, which I did, and look at 402 and just to clarify for Councilwoman Keffer's question regarding Philadelphia fire-fighting.

Ms. Keffer: Professional fire-fighting.

Solicitor: That's to qualify to take the examination. That's what we did tonight. So, you would have to have 2 years in a combination department or 5 years in a volunteer. So, having any experience in a Philadelphia professional fire-fighting department would not qualify you to take that exam. You would still have to volunteer in addition to that.

Mayor Micozzie: We have a couple guys and girls that came out of Upper Darby who are fire fighters that would meet that qualification but a strictly career fire fighter from Washington or Baltimore or Philly without any volunteer experience would not meet the definition of Civil Service.

Solicitor: Unless they have 2 years of a combination department or 5 years of a volunteer in addition to their professional department experience. That's all I have.


Mr. Bonnett: Thank you. A motion would be in order for adjournment.

### Adjournment

Mrs. Crawford: Seconded.

Mr. Bonnett: This meeting stands adjourned.

RGN/akc

Respectfully submitted,  
  
Richard G. Nolan  
Chief Municipal Clerk

**RESOLUTION NO. 07-15**

**RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA AUTHORIZING THE FILING OF AN APPLICATION TO THE 2014  
PECO GREEN REGION OPEN SPACE PROGRAM FOR THE DEVELOPMENT OF  
CONCEPTUAL DESIGNS FOR THE MICHELE PARK, ABERDEEN ROAD PARK  
AND GUILFORD ROAD PARK PROJECT**

**WHEREAS, UPPER DARBY TOWNSHIP DESIRES TO UNDERTAKE THE  
DEVELOPMENT OF CONCEPTUAL DESIGNS FOR THE MICHELE PARK,  
ABERDEEN ROAD PARK AND GUILFORD ROAD PARK PROJECT; AND**

**WHEREAS, UPPER DARBY TOWNSHIP DESIRES TO MAKE APPLICATION TO  
THE PECO GREEN REGION OPEN SPACE PROGRAM FOR A GRANT FOR THE  
PURPOSE OF CARRYING OUT THIS PROJECT; AND**


**WHEREAS, UPPER DARBY TOWNSHIP, HAS RECEIVED AND UNDERSTANDS  
THE 2014 PECO GREEN REGION OPEN SPACE PROGRAM GUIDELINES;**


**THEREFORE, BE IT RESOLVED THAT UPPER DARBY TOWNSHIP HEREBY  
APPROVES THIS PROJECT AND AUTHORIZES THE MAYOR TO FILE  
APPLICATION TO THE PECO GREEN REGION OPEN SPACE PROGRAM IN THE  
AMOUNT OF \$10,000.00; AND**

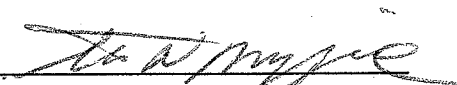
**BE IT FURTHER RESOLVED THAT, IF THE APPLICATION IS GRANTED, UPPER  
DARBY TOWNSHIP COMMITS TO THE EXPENDITURE OF MATCHING FUNDS IN  
THE AMOUNT OF \$10,000.00 NECESSARY FOR THE PROJECT'S SUCCESS.**

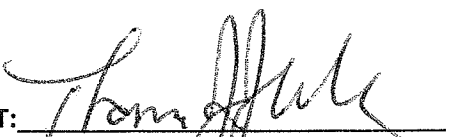
**RESOLVED THIS 18<sup>TH</sup> DAY OF MARCH, A.D. 2014.**

**UPPER DARBY TOWNSHIP**

  
**DONALD P. BONNETT  
PRESIDENT OF COUNCIL**

ATTEST:   
**JOHN B. RANKIN JR.  
SECRETARY OF COUNCIL**

  
**THOMAS N. MICOZZIE, MAYOR**

ATTEST:   
**THOMAS J. JUDGE JR.  
CHIEF ADMINISTRATIVE OFFICER**

## UPPER DARBY TOWNSHIP

**Resolution No. 08-15**

A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE  
 COUNTY, PENNSYLVANIA APPROVING THE LEASING OF  
 CERTAIN REAL ESATE LOCATED AT 13 CREEK ROAD,  
 UPPER DARBY TOWNSHIP

**Whereas**, the Township owns the property located at 13 Creek Road, Drexel Hill, Upper Darby Township (the "Premises").


**Whereas**, the Township and the Historical Rental Committee appointed by the Mayor has recommended rental to Kyle M. Brown.


**Whereas**, this Council believes it to be in the best interest of the Township to lease this property within the terms as set forth in the draft lease attached hereto as Exhibit A.

**Now, therefore**, be it resolved that:

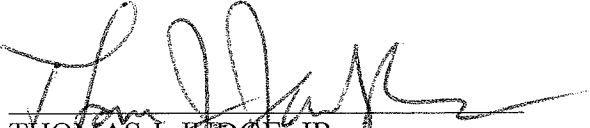
1. The Township is hereby authorized to lease space at the Premises to Kyle M. Brown, upon the terms as set forth in the draft lease attached here as Exhibit A, the form and substance of which is incorporated in this Resolution by reference.
2. The Mayor, or his designee, is hereby empowered to take all actions and execute all documents he deems necessary or convenient toward achieving the purpose of this Resolution.
3. All Resolutions or parts of Resolutions inconsistent herewith are hereby repealed to the extent of such inconsistency.

RESOLVED this 18th day of March 2015.

  
 \_\_\_\_\_  
 JOHN B. RANKIN JR.  
 Secretary of Council

  
 \_\_\_\_\_  
 DONALD P. BONNETT  
 President of Council

Resolution No. 08-15 is hereby approved this 18<sup>TH</sup> day of March 2015

  
 \_\_\_\_\_  
 THOMAS J. JUDGE, JR.  
 Chief Administrative Officer

  
 \_\_\_\_\_  
 THOMAS N. MICOZZIE, MAYOR

Residential Lease Agreement

THIS LEASE (the "Lease") dated this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BETWEEN:

Upper Darby Township

(the "Landlord")

OF THE FIRST PART

- AND -

Kyle M. Brown

(the "Tenant")

OF THE SECOND PART

**IN CONSIDERATION OF** the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations provided in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Lease agree as follows:

Leased Property

1. The Landlord agrees to rent to the Tenant the house, municipally described as 13 Creek Road, Drexel Hill, Delaware, Pennsylvania 19026 (the "Property"), for use as residential premises only. Neither the Property nor any part of the Property will be used at any time during the term of this Lease by Tenant for the purpose of carrying on any business, profession, or trade of any kind, or for the purpose other than as a private single-family residence.

*Rental/Lease Agreement*

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2. No guests of the Tenants may occupy the Property for longer than one week without the prior written consent of the Landlord.
3. No pets or animals are allowed to be kept in or about the Property without the prior written permission of the Landlord. Upon thirty (30) days notice, the Landlord may revoke any consent previously given pursuant to this clause.
4. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the "Parking") on or about the Property. Only properly insured motor vehicles may be parked in the Tenant's space.
5. The Tenant agrees and acknowledges that the Property has been designated as a smoke-free living environment. The Tenant and members of Tenant's household will not smoke anywhere in the Property nor permit any guests or visitors to smoke in the Property.
6. The Property is provided to the Tenant without any furnishings.

**Term**

7. The term of the Lease commences at 12:00 noon on June 1, 2015 and ends at 12:00 noon on May 31, 2016.
8. Any notice to terminate this tenancy must comply with the Act.

**Rent**

9. Subject to the provisions of this Lease, the rent for the Property is \$850.00 per month (the "Rent").
10. The Tenant will pay the Rent on or before the first of each and every month of the term of this Lease to the Landlord at 1072 Pontiac Road, Drexel Hill, PA 19026 or at such other place as the Landlord may later designate.
11. The Tenant will be charged an additional amount of \$75.00 per infraction, for any late Rent.

**Security Deposit**

12. On execution of this Lease, the Tenant will pay the Landlord a security deposit of \$800.00 (the "Security Deposit").
13. The Landlord will hold the Security Deposit at an interest bearing account solely devoted to security deposits at Citizens Bank located at State Road & Lansdowne Avenue, Upper Darby 19082.
14. The Landlord will return the Security Deposit at the end of this tenancy, less such deductions as provided in this Lease but no deduction will be made for damage due to reasonable wear and tear nor for any deduction prohibited by the Act.
15. During the term of this Lease or after its termination, the Landlord may charge the Tenant or make deductions from the Security Deposit for any or all of the following:
  - a. repair of walls due to plugs, large nails or any unreasonable number of holes in the walls including the repainting of such damaged walls;
  - b. repainting required to repair the results of any other improper use or excessive damage by the Tenant;
  - c. unplugging toilets, sinks and drains;
  - d. replacing damaged or missing doors, windows, screens, mirrors or light fixtures;
  - e. repairing cuts, burns, or water damage to linoleum, rugs, and other areas;
  - f. any other repairs or cleaning due to any damage beyond normal wear and tear caused or permitted by the Tenant or by any person whom the Tenant is responsible for;
  - g. the cost of extermination where the Tenant or the Tenant's guests have brought or allowed insects into the Property or building;

*Rental/Lease Agreement*

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- h. repairs and replacement required where windows are left open which have caused plumbing to freeze, or rain or water damage to floors or walls;
- i. any other purpose allowed under this Lease or the Act.

For the purpose of this clause, the Landlord may charge the Tenant for professional cleaning and repairs if the Tenant has not made alternate arrangements with the Landlord.

16. The Tenant may not use the Security Deposit as payment for the Rent.

**Quiet Enjoyment**

17. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Property for the agreed term.

**Inspections**

18. At all reasonable times during the term of this Lease and any renewal of this Lease, the Landlord and its agents may enter the Property to make inspections or repairs, or to show the Property to prospective tenants or purchasers upon the greater of 24 hours notice to the Tenant and any notice required by the Act.

**Tenant Improvements**

19. The Tenant will obtain written permission from the Landlord before doing any of the following:
- a. applying adhesive materials, or inserting nails or hooks in walls or ceilings other than two small picture hooks per wall;
  - b. painting, wallpapering, redecorating or in any way significantly altering the appearance of the Property;
  - c. removing or adding walls, or performing any structural alterations;
  - d. installing a waterbed(s);



Rental/Lease Agreement

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- e. changing the amount of heat or power normally used on the Property as well as installing additional electrical wiring or heating units;
- f. placing or exposing or allowing to be placed or exposed anywhere inside or outside the Property any placard, notice or sign for advertising or any other purpose; or
- g. affixing to or erecting upon or near the Property any radio or TV antenna or tower.

**Utilities and Other Charges**

20. The Tenant is responsible for the payment of the following utilities and other charges in relation to the Property: electricity, water, internet, cable, telephone, natural gas and heating oil/propane.

**Insurance**

21. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a renter's policy of insurance.
22. The Tenant is not responsible for insuring the Property for either damage or loss to the structure, mechanical or improvements to the building of the Property, and the Tenant assumes no liability for any such loss.
23. The Tenant is not responsible for insuring the Property for liability insurance, and the Tenant assumes no liability for any such loss.

**Abandonment**

24. If at any time during the term of this Lease, the Tenant abandons the Property or any part of the Property, the Landlord may, at its option, enter the Property by any means without being liable for any prosecution for such entering, and without becoming liable to the Tenant for damages or for any payment of any kind whatever, and may, at the Landlord's discretion, as agent for the Tenant, rent the Property, or any part of the Property, for the whole or any part of the then unexpired term, and may receive and collect all rent payable by virtue of such renting, and, at the Landlord's option, hold the Tenant liable for any difference between the Rent that would have been payable under this Lease during the balance of the unexpired term, if this Lease had

continued in force, and the net rent for such period realized by the Landlord by means of the renting. If the Landlord's right of re-entry is exercised following abandonment of the Property by the Tenant, then the Landlord may consider any personal property belonging to the Tenant and left on the Property to also have been abandoned, in which case the Landlord may dispose of all such personal property in any manner the Landlord will deem proper and is relieved of all liability for doing so.

**Attorney Fees**

25. In the event that any action is filed in relation to this Lease, the unsuccessful party in the action will pay to the successful party, in addition to all the sums that either party may be called on to pay a reasonable sum for the successful party's attorney fees.

**Governing Law**

26. It is the intention of the parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the Commonwealth of Pennsylvania, without regard to the jurisdiction in which any action or special proceeding may be instituted.

**Severability**

27. If there is a conflict between any provision of this Lease and the applicable legislation of the Commonwealth of Pennsylvania (the "Act"), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.
28. In the event that any of the provisions of this Lease will be held to be invalid or unenforceable in whole or in part, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable parts had not been included in this Lease and the remaining provisions had been executed by both parties subsequent to the expungement of the invalid provision.

**Amendment of Lease**

29. Any amendment or modification of this Lease or additional obligation assumed by either party in connection with this Lease will only be binding if evidenced in writing signed by each party or an authorized representative of each party.

**Assignment and Subletting**

30. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Property or any part of the Property. Any assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.

**Damage to Property**

31. If the Property, or any part of the Property, will be partially damaged by fire or other casualty not due to the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor, the Property will be promptly repaired by the Landlord and there will be an abatement of Rent corresponding with the time during which, and the extent to which, the Property may have been untenable. However, if the Property should be damaged other than by the Tenant's negligence or willful act or that of the Tenant's employee, family, agent, or visitor and the Landlord decides not to rebuild or repair the Property, the Landlord may end this Lease by giving appropriate notice.

**Maintenance**

32. The Tenant will, at its sole expense, keep and maintain the Property and appurtenances in good and sanitary condition and repair during the term of this Lease and any renewal of this Lease.
33. Major maintenance and repair of the Property involving anticipated or actual costs in excess of \$100.00 per incident not due to the Tenant's misuse, waste, or neglect or that of the Tenant's employee, family, agent, or visitor, will be the responsibility of the Landlord or the Landlord's assigns.
34. Where the Property has its own sidewalk, entrance, driveway or parking space which is for the exclusive use of the Tenant and its guests, the Tenant will keep the sidewalk, entrance, driveway or parking space clean, tidy and free of objectionable material including dirt, debris, snow and ice.

35. Where the Property has its own garden or grass area which is for the exclusive use of the Tenant and its guests, the Tenant will water, fertilize, weed, cut and otherwise maintain the garden or grass area in a reasonable condition including any trees or shrubs therein.
36. The Tenant will also perform the following maintenance in respect to the Property: General Maintenance and well being of the property.

**Care and Use of Property**

37. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Property or to any furnishings supplied by the Landlord.
38. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
39. The Tenant will keep the Property reasonably clean.
40. The Tenant will dispose of its trash in a timely, tidy, proper and sanitary manner.
41. The Tenant will not engage in any illegal trade or activity on or about the Property.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.
43. The Landlord will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly respond to any written notices from the Tenant in relations to accumulation of moisture and visible evidence of mold.
44. The Tenant will use reasonable efforts to maintain the Property in such a condition as to prevent the accumulation of moisture and the growth of mold, and to promptly notify the Landlord in writing of any moisture accumulation that occurs or of any visible evidence of mold discovered by the Tenant.

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45. The Tenant agrees that no signs will be placed or painting done on or about the Property by the Tenant or at the Tenant's direction without the prior, express, and written consent of the Landlord. Notwithstanding the above provision, the Tenant may place election signs on the Property during the appropriate time periods.
46. If the Tenant is absent from the Property and the Property is unoccupied for a period of four consecutive days or longer, the Tenant will arrange for regular inspection by a competent person. The Landlord will be notified in advance as to the name, address and phone number of the person doing the inspections.
47. The hallways, passages and stairs of the building in which the Property is situated will be used for no purpose other than going to and from the Property and the Tenant will not in any way encumber those areas with boxes, furniture or other material or place or leave rubbish in those areas and other areas used in common with any other tenant.
48. Footwear which are soiled or wet should be removed at the entrance to the building in which the Property is located and taken into the Tenant's Property.
49. At the expiration of the term of this Lease, the Tenant will quit and surrender the Property in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and tear excepted.

**Carbon Monoxide Alarm**

50. Prior to the Tenant taking possession of the Property, the Landlord will ensure that any carbon monoxide alarm in place is operational. Upon possession, the Landlord will provide the Tenant with working batteries, for all carbon monoxide alarms. The Landlord will be responsible for the repair and replacement of any missing or nonfunctional carbon monoxide alarm upon written request of the Tenant.
51. The Tenant will keep, test, and maintain in good repair all the carbon monoxide alarms in the Property. The Tenant must provide the Landlord or the Landlord's agent with a written notice if any carbon monoxide alarm needs its batteries replaced or if the alarm is stolen, removed, missing, or not operational. Further, the Tenant must notify the Landlord, or its agent, in writing of any deficiency in any carbon monoxide alarm that the Tenant is unable to fix.

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52. No person may remove any batteries from, or in any way render inoperable, a carbon monoxide alarm except as part of the process to inspect, maintain, repair or replace the alarm or batteries in the alarm.

**Hazardous Materials**

53. The Tenant will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Property or that might be considered hazardous by any responsible insurance company.

**Rules and Regulations**

54. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the building containing the Property.

**Lead Warning**

55. Housing built before 1978 may contain lead based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint hazards in the dwelling. **Lessees must also receive a Federally approved pamphlet on lead poisoning prevention.**

**Address for Notice**

56. For any matter relating to this tenancy, the Tenant may be contacted at the Property or through the phone number below. After this tenancy has been terminated, the contact information of the Tenant is:
- a. Name: Kyle M. Brown.
  - b. Phone: \_\_\_\_\_.
  - c. Post termination notice address: 13 Creek Road, Drexel Hill, PA 19026.
57. For any matter relating to this tenancy, whether during or after this tenancy has been terminated, the Landlord's address for notice is:

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- a. Name: Upper Darby Township.
- b. Address: 100 Garrett Road, Rm. 203, Upper Darby, PA 19082-3135.

The contact information for the Property Manager of the Landlord is:

- c. Name: Dept. of Leisure Services.
- d. Phone: 610 789-3656.
- e. Fax: 610 789-3840.
- f. Email address: jimmaloney@upperdarby.org.

**General Provisions**

- 58. All monetary amounts stated or referred to in this Lease are based in the United States dollar.
- 59. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or non-performance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
- 60. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
- 61. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be additional rent and will be recovered by the Landlord as rental arrears.
- 62. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
- 63. Locks may not be added or changed without the prior written agreement of both the Landlord and the Tenant, or unless the changes are made in compliance with the Act.

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64. The Tenant will be charged an additional amount of \$25.00 for each N.S.F. check or checks returned by the Tenant's financial institution.
65. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Lease. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.
66. This Lease and the Tenant's leasehold interest under this Lease are and will be subject, subordinate, and inferior to any liens or encumbrances now or hereafter placed on the Property by the Landlord, all advances made under any such liens or encumbrances, the interest payable on any such liens or encumbrances, and any and all renewals or extensions such liens or encumbrances.
67. This Lease may be executed in counterparts. Facsimile signatures are binding and are considered to be original signatures.
68. This Lease will constitute the entire agreement between the Landlord and the Tenant. Any prior understanding or representation of any kind preceding the date of this Lease will not be binding on either party except to the extent incorporated in this Lease.
69. The Tenant will indemnify and save the Landlord, and the owner of the Property where different from the Landlord, harmless from all liabilities, fines, suits, claims, demands and actions of any kind or nature for which the Landlord will or may become liable or suffer by reason of any breach, violation or non-performance by the Tenant or by any person for whom the Tenant is responsible, of any covenant, term, or provisions hereof or by reason of any act, neglect or default on the part of the Tenant or other person for whom the Tenant is responsible. Such indemnification in respect of any such breach, violation or non-performance, damage to property, injury or death occurring during the term of the Lease will survive the termination of the Lease, notwithstanding anything in this Lease to the contrary.
70. The Tenant agrees that the Landlord will not be liable or responsible in any way for any personal injury or death that may be suffered or sustained by the Tenant or by any person for whom the Tenant is responsible who may be on the Property of the Landlord or for any loss of or damage or injury to any property, including cars and contents thereof belonging to the Tenant or to any other



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person for whom the Tenant is responsible.

- 71. The Tenant is responsible for any person or persons who are upon or occupying the Property or any other part of the Landlord's premises at the request of the Tenant, either express or implied, whether for the purposes of visiting the Tenant, making deliveries, repairs or attending upon the Property for any other reason. Without limiting the generality of the foregoing, the Tenant is responsible for all members of the Tenant's family, guests, servants, tradesmen, repairmen, employees, agents, invitees or other similar persons.
- 72. During the last 30 days of this Lease, the Landlord or the Landlord's agents will have the privilege of displaying the usual 'For Sale' or 'For Rent' or 'Vacancy' signs on the Property.
- 73. Time is of the essence in this Lease. Every calendar day except Saturday, Sunday or U.S. national holidays will be deemed a business day and all relevant time periods in this Lease will be calculated in business days. Performance will be due the next business day, if any deadline falls on a Saturday, Sunday or a national holiday. A business day ends at five p.m. local time in the time zone in which the Property is situated.

**IN WITNESS WHEREOF** Kyle M. Brown and Upper Darby Township have duly affixed their signatures on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Tenant: Kyle M. Brown

\_\_\_\_\_  
per: \_\_\_\_\_  
Upper Darby Township

The Tenant acknowledges receiving a duplicate copy of this Lease signed by the Tenant and the Landlord on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Tenant: Kyle M. Brown

## Upper Darby Township

## ORDINANCE NO. 3023

AN ORDINANCE OF UPPER DARBY TOWNSHIP, COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA, AMENDING ORDINANCE 2955 THE UPPER DARBY CIVIL SERVICE CODE AS PREVIOUSLY AMENDED.

WHEREAS, the Upper Darby Township Council has in the past adopted rules and regulations known as the Upper Darby Township Civil Service Code ("Civil Service Code" for the hiring and promotion of police officers and paid firefighters; and

WHEREAS, Upper Darby Council has amended the Civil Service Code on various occasions; and

WHEREAS, both the adoption of the Civil Service Code and its amendments have been approved by the Upper Darby Township Council, as required by law; and

NOW, THEREFORE, BE IT Resolved by Upper Darby Township Council that the Upper Darby Township Civil Service Code be amended as follows:

Section 1. Article IV Application, Section 402 of the Upper Darby Township Civil Service Code is hereby amended to read as follows:

(c) In addition to the qualifications set forth in subsection (a) and (b) of Section 402, any applicant for the position of firefighter shall:

(1) have a certificate from a state approved training school attesting that he or she has attended and graduated from courses in both Fire Fighting National Certification I (Basic Training) and Fire Fighting National Certification II (Advanced Training); and


(2) have two years firefighting experience, as a senior member, in a combination fire department or;

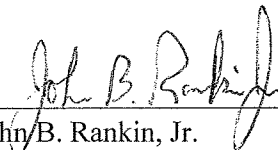
(3) have five years firefighting experience, as a senior member in a volunteer fire department; and

(4) Applicants should have a letter from the Chief of their current Fire Company, on Fire Company letter head, stating the individual is a member of that Fire Company in good standing that meets the above named requirement.

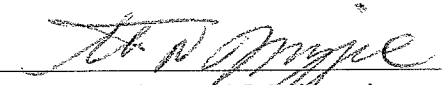
Section 2: All ordinances and parts of ordinances inconsistent herewith are hereby repealed.

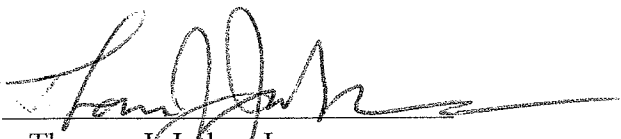
ENACTED and ORDAINED this 18<sup>TH</sup> day of March 2015.

By:   
Donald P. Bonnett  
President of Council

Attest:   
John B. Rankin, Jr.  
Secretary of Council

Ordinance No. 3023 above is hereby approved this 18<sup>th</sup> day of March 2015

Approved:   
Thomas N. Micozzie  
Mayor

Attest:   
Thomas J. Judge, Jr.  
Chief Administrative Officer