

INDEX

Upper Darby Township Council Meeting

August 15th, 2018

Call of the meeting	323
Roll call	323
Approval of the Minutes for the Council Meeting of July 18 th , 2018	323
Public Forum	323-324

Mayor Micozzie

<i>Mayor Micozzie announced that the Governor would be coming to town on August 16, 2018 and the Mayor along Senator McGarrigle, State Representative Davidson and State Representative Santora would be meeting him at the corner of Marshall Road and Long Lane to view flood damage at 8:45 am.</i>	324
--	-----

Committee Reports

Finance and Appropriations Committee

Thomas P. Wagner, Chairman

Resolution No. 36-18 , the tax appeal of Prospect Crozer, LLC, 3030 Garrett Road, Upper Darby Township. Tax Folio No: 16-09-00577-00	325 328-329
Resolution No. 36-18 is adopted	325
Resolution No. 37-18 , the tax appeal of Prospect Crozer, LLC, 3909 State Road, Upper Darby Township. Tax Folio No: 16-10-01566-00	325 330-331
Resolution No. 37-18 is adopted	325
Resolution No. 38-18 , the tax appeal of CW Pilgrim Gardens, LP, 1001 Pontiac Road, Upper Darby Township Tax Folio No: 16-11-01331-00	325 332-333
Resolution No. 38-18 is adopted	325

Planning, Zoning & Building Code Committee

Jacob A. Bierling Jr., Chairman

Motion for Council to authorize the Director of Licenses and Inspection 325

to issue a Festival permit to Saint Eugene’s Church to hold a Festival on September 26th, 2018 through September 29th, 2018, subject to certain conditions including receipt of insurance certificate

Motion approved 325

Public Safety Committee

Jacob A. Bierling Jr., Chairman

Resolution No. 39-18, a Resolution to REMOVE the “No Parking 326
This Side” restriction from the 3800 block of Brunswick Avenue 334

Resolution No. 39-18 is adopted 326

Resolution No. 40-18, a Resolution to establish Fire Safety Zones 326
on the 3800 block of Brunswick Avenue 335

Resolution No. 40-18 is adopted 326

Resolution No. 41-18, to install a Load/Unload Zone at 9242 326
West Chester Pike 336

Resolution No. 41-18 is adopted 326

Resolution No. 42-18, to install a 20-minute Load/Unload Zone at 326
6700 Market Street 338

Resolution No. 42-18 is adopted 326

Resolution No. 43-18, to REMOVE parking meter # 0169 that is 326
situated at 6700 Market Street 339

Resolution No. 43-18 is adopted 327

Municipal Services, Licensing & Public Works Committee

Patrick J. Spellman, Chairman

Resolution No. 44-18, a Resolution of Upper Darby Township, 327

Delaware County, Pennsylvania authorizing the Township Administrator to submit reports to the Pennsylvania Department of Transportation (PENNDOT) DOTGRANTS online reporting system and to authorize the Mayor to sign the PENNDOT Electronic Access Licensing Agreement (EALA)	340-358
Resolution No. 44-18 is adopted	327
Resolution 45-18 , a Resolution of Upper Darby Township, Delaware County, Pennsylvania supporting the Administrators application to amended traffic signal agreements with the Pennsylvania Department of Transportation (PENNDOT) at the location noted in this resolution	327 359-360
Resolution No. 45-18 is adopted	327
Solicitor	327
Motion to adjourn	327
Approval of Motion to adjourn	327

A regular meeting of Upper Darby Township Council was held on Wednesday evening, August 15th, 2018 at 7:00 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

Council Members Present:

Donald P. Bonnett, Thomas P. Wagner, Jacob A. Bierling Jr., Sekela Coles, Robert Gwin, Barbarann Keffer, Marc Manfre, Lisa Faraglia, Sheikh Siddique, Patrick Spellman, Laura Wentz

Present at the Meeting

Thomas N. Micozzie, Mayor
Thomas J. Judge Jr., CAO
Kelly Sullivan, Esq., Solicitor
Scott C. Gottel, 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 on July 18th, 2018.

Moved: Mr. Wagner

Second: Mr. Bierling.

Minutes were approved. 10 in favor, none opposed. One not present.

Public Forum

Peg Wilson, 824 Drexel Avenue
Environment

Paul Bechtel, 5205 Whitehall Dr.
Drexel Hill project

Nikki Jenkins

Danyelle Blackwell, 33 S. Linden Avenue
Drexel Hill project

Kathleen Schick, 3843 Brunswick Avenue
Parking

Deborah Carpenter, 3825 Brunswick Avenue
Parking

Amy Paulsen, 3827 Brunswick Avenue
Parking

Karen Kirby, 3827 Brunswick Avenue
Parking

Anne Balay, 629 Briarcliff Road
Cobbs Creek/Drexel Hill

Nicholas Hoyt, 300 Edmonds Avenue
Clean-up/ Environment

Richard Blye, 224 Kent Road

Carl Hemphill, 27 Pilgrim Lane
Drexeline Shopping Center

Ed Troy, 4508 Cedar Lane
Drexeline development

Olivia Taylor, 204 Kent Road

Jennifer Heath, 8415 West Chester Pike
Drexeline

Colleen Kennedy, 8723 West Chester Pike
Transparency

Their comments are filed on audio tape.

Mayor Micozzie

Mayor Micozzie announced that the Governor would be coming to town tomorrow and the Mayor along Senator McGarrigle, State Representative Davidson and State Representative

Santora would be meeting him at the corner of Marshall Road and Long Lane to view flood damage at 8:45 am.

Committee Reports

Finance and Appropriations Committee

Thomas P. Wagner, Chairman

Resolution No. 36-18, the tax appeal of Prospect Crozer, LLC, 3030 Garrett Road, Upper Darby Township. Tax Folio No: 16-09-00577-00

Moved: Councilman Wagner

Second: Councilman Bierling

Resolution 36-18 is adopted. 11 in favor, none opposed.

Resolution No. 37-18, the tax appeal of Prospect Crozer, LLC, 3909 State Road, Upper Darby Township. Tax Folio No: 16-10-01566-00

Moved: Councilman Wagner

Second: Councilman Bierling

Resolution 37-18 is adopted. 11 in favor, none opposed.

Resolution No. 38-18, the tax appeal of CW Pilgrim Gardens, LP, 1001 Pontiac Road, Upper Darby Township. Tax Folio No: 16-11-01331-00

Moved: Councilman Wagner

Second: Councilman Bierling

Resolution 38-18 is adopted. 11 in favor, none opposed.

Planning, Zoning & Building Code Committee

Jacob A. Bierling Jr., Chairman

Motion for Council to authorize the Director of Licenses and Inspection to issue a Festival permit to Saint Eugene's Church to hold a Festival on September 26th, 2018 through September 29th, 2018, subject to certain conditions including receipt of insurance certificate

Moved: Councilman Bierling

Second: Councilman Wagner

Motion approved. 11 in favor, none opposed.

Public Safety Committee

Jacob A. Bierling Jr., Chairman

Resolution No. 39-18, a Resolution to REMOVE the "No Parking This Side restriction from the 3800 block of Brunswick Avenue

Moved: Councilman Bierling

Second: Councilman Gwin

Resolution 39-18 is adopted. 11 in favor, none opposed.

Resolution No. 40-18, a Resolution to establish Fire Safety Zones on the 3800 block of Brunswick Avenue

Moved: Councilman Bierling

Second: Councilwoman Wentz

Resolution 40-18 is adopted. 11 in favor, none opposed.

Resolution No. 41-18, to install a Load/Unload Zone at 9242 West Chester Pike

Moved: Councilman Bierling

Second: Councilwoman Wentz

Resolution 41-18 is adopted. 11 in favor, none opposed.

Resolution No. 42-18, to install a 20-minute Load/Unload Zone at 6700 Market Street

Moved: Councilman Bierling

Second: Councilwoman Wentz

Resolution 42-18 is adopted. 11 in favor, none opposed.

Resolution No. 43-18, to REMOVE parking meter # 0169 that is situated at 6700 Market Street

Moved: Councilman Bierling

Second: Councilwoman Wentz

Resolution 43-18 is adopted. 11 in favor, none opposed.

Municipal Services, Licensing & Public Works Committee
Patrick J. Spellman, Chairman

Resolution No. 44-18, a Resolution of Upper Darby Township, Delaware County, Pennsylvania authorizing the Township Administrator to submit reports to the Pennsylvania Department of Transportation (PENNDOT) DOTGRANTS online reporting system and to authorize the Mayor to sign the PENNDOT Electronic Access Licensing Agreement (EALA)

Moved: Councilman Spellman
Second: Councilman Wagner

Resolution 44-18 is adopted. 10 in favor, none opposed, one abstention.

Resolution 45-18, a Resolution of Upper Darby Township, Delaware County, Pennsylvania supporting the Administrators application to amended traffic signal agreements with the Pennsylvania Department of Transportation (PENNDOT) at the location noted in this resolution

Moved: Councilman Spellman
Second: Councilwoman Wentz

Resolution 45-18 is adopted. 11 in favor, none opposed.

Solicitor

Nothing to report

Adjournment

Motion to adjourn: Councilman Wagner; Second: Councilwoman Coles.

Motion approved.

Council President Bonnett adjourned the meeting.

Respectfully submitted,

Richard G. Nolan

Richard G. Nolan
Chief Municipal Clerk

RGN/akc

UPPER DARBY TOWNSHIP
RESOLUTION NO. 36-18

In Re: Appeal Of: Prospect Crozer, LLC

Owner: Prospect Crozer, LLC

**Property Address: 3030 Garrett Road
Upper Darby Township, PA 19082
Tax Folio No.: 16-09-00577-00**

WHEREAS, this matter has been in litigation with an Appeal filed awaiting decision in the Court of Common Pleas of Delaware County under Docket No. 2016-10875;

WHEREAS, a proposed settlement agreement has been reached in this matter fixing the following tax assessment upon the above-named property;

<u>YEAR</u>	<u>ASSESSMENT</u>
2017	\$487,500
2018	\$458,250

WHEREAS, the Board of School Directors of the Upper Darby School District has approved the settlement of the above-listed tax assessment, and;

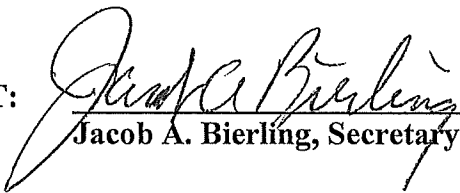
WHEREAS, the Solicitor recommends this settlement.

NOW THEREFORE, be it resolved that the above tax assessment be approved and the Solicitor is hereby authorized and directed to executed a Stipulation in the Court of Common Pleas of Delaware County agreeing to such assessed value for the property.

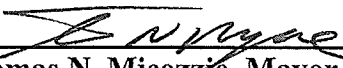
RESOLVED, this 15th day of August, 2018.

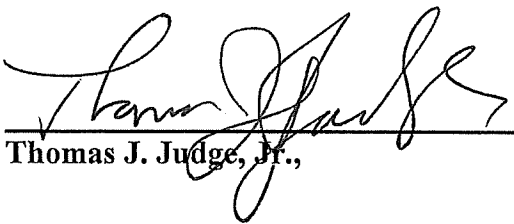
UPPER DARBY TOWNSHIP

BY: 
Donald P. Bonnett, President of Council

ATTEST: 
Jacob A. Bierling, Secretary of Council

Resolution No. 36-18 above is hereby approved this 15th day of August, 2018.

BY: 
Thomas N. Micozzie, Mayor

ATTEST: 
Thomas J. Judge, Jr.,

**UPPER DARBY TOWNSHIP
RESOLUTION NO. 37-18**

In Re: Appeal Of: Prospect Crozer, LLC

Owner: Paul A. Loc. (as of 5/4/18)

**Property Address: 3909 State Road
Upper Darby Township, PA 19082
Tax Folio No.: 16-10-01566-00**

WHEREAS, this matter has been in litigation with an Appeal filed awaiting decision in the Court of Common Pleas of Delaware County under Docket No. 2016-10842;

WHEREAS, a proposed settlement agreement has been reached in this matter fixing the following tax assessment upon the above-named property;

<u>YEAR</u>	<u>ASSESSMENT</u>
2017	\$113,750
2018	\$106,925

WHEREAS, the Board of School Directors of the Upper Darby School District has approved the settlement of the above-listed tax assessment, and;

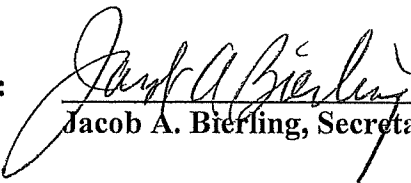
WHEREAS, the Solicitor recommends this settlement.

NOW THEREFORE, be it resolved that the above tax assessment be approved and the Solicitor is hereby authorized and directed to executed a Stipulation in the Court of Common Pleas of Delaware County agreeing to such assessed value for the property.

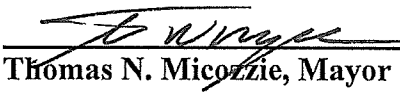
RESOLVED, this 15th day of August, 2018.

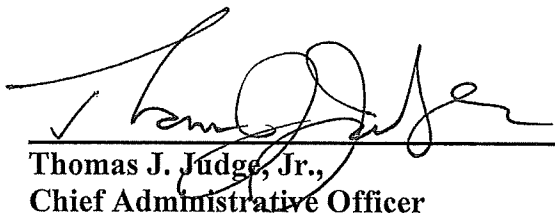
UPPER DARBY TOWNSHIP

BY: 
Donald P. Bonnett, President of Council

ATTEST: 
Jacob A. Bierling, Secretary of Council

Resolution No. 37-18 above is hereby approved this 15th day of August, 2018.

BY: 
Thomas N. Micozzie, Mayor

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

**UPPER DARBY TOWNSHIP
RESOLUTION NO. 38-18**

In Re: Appeal Of: CW Pilgrim Gardens, LP
Owner: CW Pilgrim Gardens, LP
Property Address: 1001 Pontiac Road
 Upper Darby Township, PA
 Tax Folio No.: 16-11-01331-00

WHEREAS, this matter has been in litigation with an Appeal filed awaiting decision in the Court of Common Pleas of Delaware County under Docket No. 2016-00452;

WHEREAS, a proposed settlement agreement has been reached in this matter fixing the following tax assessment upon the above-named property;

<u>YEAR</u>	<u>ASSESSMENT</u>
2016	\$6,203,700
2017	\$6,203,700 (January 1, 2017 - April 30,2017)
2017	\$6,318,700 (May 1, 2017 - December, 31,2017)
2018	\$6,062,500

WHEREAS, the Board of School Directors of the Upper Darby School District has approved the settlement of the above-listed tax assessment, and;

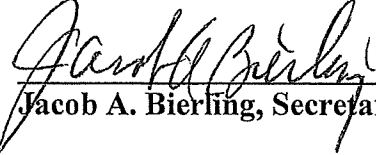
WHEREAS, the Solicitor recommends this settlement.

NOW THEREFORE, be it resolved that the above tax assessment be approved and the Solicitor is hereby authorized and directed to executed a Stipulation in the Court of Common Pleas of Delaware County agreeing to such assessed value for the property.

RESOLVED, this 15th day of August, 2018.

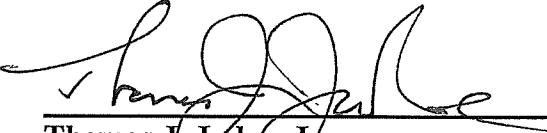
UPPER DARBY TOWNSHIP

BY: 
Donald P. Bonnett, President of Council

ATTEST: 
Jacob A. Bierling, Secretary of Council

Resolution No. 38-18 above is hereby approved this 15th day of August, 2018.

BY: 
Thomas N. Micozzie, Mayor

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

RESOLUTION NO. 39-18

WHEREAS, ORDINANCE NO. 449 OF UPPER DARBY TOWNSHIP PROHIBITS PARKING OF VEHICLES ON CERTAIN HIGHWAYS AND REGULATES THE PARKING OF VEHICLES ON CERTAIN HIGHWAYS AND IMPOSES PENALTIES FOR THE VIOLATION THEREOF:

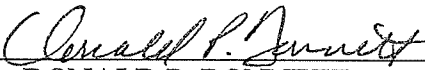
NOW, THEREFORE, BE IT RESOLVED:

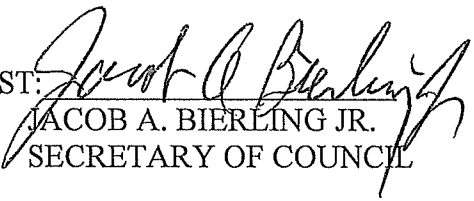
THAT ORDINANCE NO. 449 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY ADDING TO SECTION 3 THEREOF THE FOLLOWING:

REMOVE THE "NO PARKING THIS SIDE" RESTRICTION FROM THE 3800 BLOCK OF BRUNSWICK AVENUE

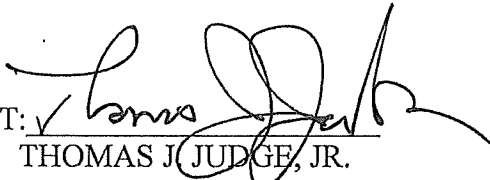
RESOLVED, THIS 15TH DAY OF AUGUST, A.D., 2018

UPPER DARBY TOWNSHIP


DONALD P. BONNETT
PRESIDENT OF COUNCIL

ATTEST: 
JACOB A. BIERLING JR.
SECRETARY OF COUNCIL


THOMAS N. MICOZZIE, MAYOR

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

RESOLUTION NO. 40-18

WHEREAS, ORDINANCE NO. 2419 OF THE TOWNSHIP OF UPPER DARBY ESTABLISHES SPECIAL FIRE SAFETY ZONES IN THE AREAS OFFICIALLY SET ASIDE AS SUCH WITHIN THE STREETS AND HIGHWAYS OF THE TOWNSHIP AND IMPOSES PENALTIES FOR THE VIOLATION THEREOF:

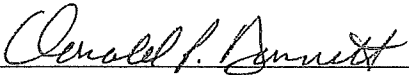
NOW, THEREFORE, BE IT RESOLVED:

THAT ORDINANCE NO. 2419 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY ADDING TO SECTION 6 THE FOLLOWING:

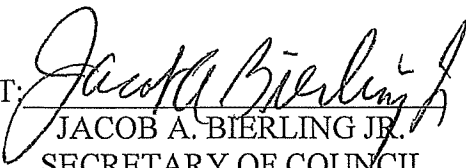
ESTABLISH FIRE SAFETY ZONES ON THE 3800 BLOCK OF BRUNSWICK AVENUE

RESOLVED, THIS 15TH DAY OF AUGUST, A.D., 2018,

UPPER DARBY TOWNSHIP



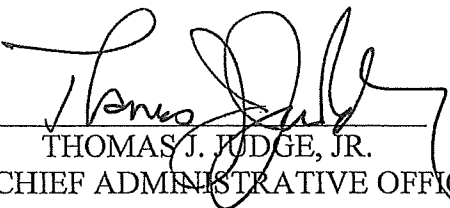
DONALD P. BONNETT
PRESIDENT OF COUNCIL

ATTEST: 

JACOB A. BIERLING JR.
SECRETARY OF COUNCIL



THOMAS N. MICOZZIE
MAYOR

ATTEST: 

THOMAS J. JUDGE, JR.
CHIEF ADMINISTRATIVE OFFICER

RESOLUTION NO. 41-18

WHEREAS, ORDINANCE NO. 449 OF THE UPPER DARBY TOWNSHIP PROHIBITS PARKING OF VEHICLES ON CERTAIN HIGHWAYS AND REGULATES THE PARKING ON CERTAIN HIGHWAYS AND IMPOSES PENALTIES FOR THE VIOLATION THEREOF:

NOW, THEREFORE, BE IT RESOLVED:

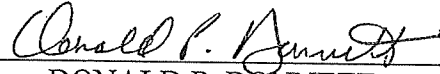
THAT ORDINANCE NO. 449 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY ADDING TO SECTION 15 THEREFORE THE FOLLOWING:

INSTALL A LOAD/UNLOAD ZONE AT THE FOLLOWING LOCATION:

9242 WEST CHESTER PIKE

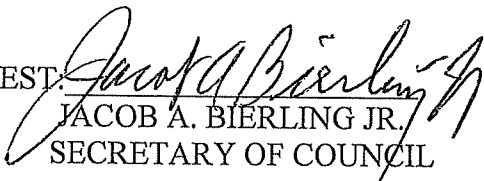
RESOLVED, THIS 15TH DAY OF AUGUST A.D., 2018.

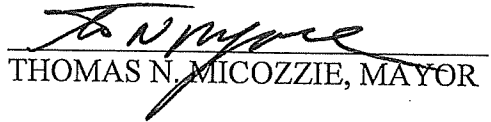
UPPER DARBY TOWNSHIP



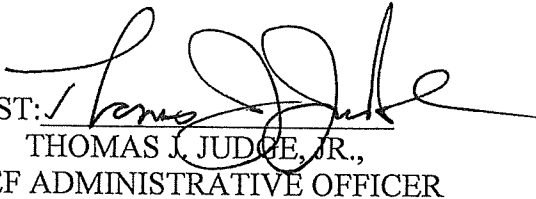
DONALD P. BONNETT
PRESIDENT OF COUNCIL

ATTEST:


JACOB A. BIERLING JR.
SECRETARY OF COUNCIL


THOMAS N. MICOZZIE, MAYOR

ATTEST:


THOMAS J. JUDGE, JR.,
CHIEF ADMINISTRATIVE OFFICER

RESOLUTION NO. 42-18

WHEREAS, ORDINANCE NO. 449 OF THE UPPER DARBY TOWNSHIP PROHIBITS PARKING OF VEHICLES ON CERTAIN HIGHWAYS AND REGULATES THE PARKING ON CERTAIN HIGHWAYS AND IMPOSES PENALTIES FOR THE VIOLATION THEREOF:

NOW, THEREFORE, BE IT RESOLVED:

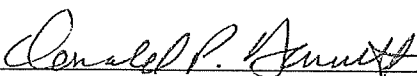
THAT ORDINANCE NO. 449 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY ADDING TO SECTION 15 THEREFORE THE FOLLOWING:

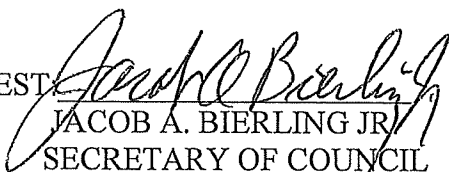
INSTALL A 20 MINUTE LOAD/UNLOAD ZONE AT THE FOLLOWING LOCATION:

6700 MARKET STREET

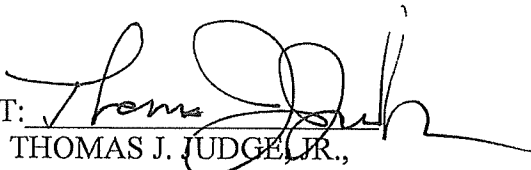
RESOLVED, THIS 15TH DAY OF AUGUST A.D., 2018.

UPPER DARBY TOWNSHIP


DONALD P. BONNETT
PRESIDENT OF COUNCIL

ATTEST: 
JACOB A. BIERLING JR.
SECRETARY OF COUNCIL


THOMAS N. MICOZZIE, MAYOR

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

RESOLUTION NO. 43-18

WHEREAS, ORDINANCE NO. 482 OF THE TOWNSHIP OF UPPER DARBY, COMMONLY KNOWN AS "THE PARKING METER ORDINANCE" PROVIDES FOR INSTALLATION, OPERATION, MAINTENANCE, REGULATION AND CONTROL OF THE USE OF PARKING METERS AND IMPOSES PENALTIES FOR THE VIOLATION THEREOF:

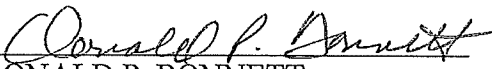
NOW, THEREFORE, BE IT RESOLVED:


THAT ORDINANCE NO. 482 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY THE FOLLOWING:

TO REMOVE PARKING METER NO. 0169 THAT IS SITUATED AT 6700 MARKET STREET

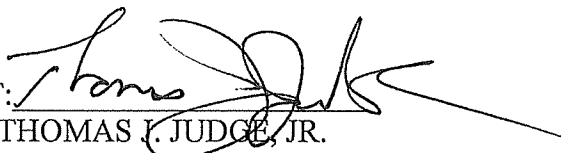
RESOLVED THIS 15TH DAY OF AUGUST, A.D., 2018.

UPPER DARBY TOWNSHIP


DONALD P. BONNETT
PRESIDENT OF COUNCIL

ATTEST: 
JACOB A. BIERLING JR.
SECRETARY OF COUNCIL


THOMAS N. MICOZZIE, MAYOR

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

UPPER DARBY TOWNSHIP

Resolution No. 44-18

A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP ADMINISTRATION TO SUBMIT REPORTS TO THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PENNDOT) DOTGRANTS ONLINE REPORTING SYSTEM AND TO AUTHORIZE THE MAYOR TO SIGN THE PENNDOT ELECTRONIC ACCESS LICENSING AGREEMENT (EALA).

WHEREAS Upper Darby Township ("Applicant") desires to participate in the Pennsylvania Department of Transportation DOTGRANTS on line reporting system and

WHEREAS, Upper Darby Township is required to submit annually the forms associated with the Liquid Fuels program identified as MS-965, MS 320 and MS 999 but not limited to these forms; and

WHEREAS, the Mayor on behalf of Upper Darby Township is authorized to execute the application agreement and all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA),

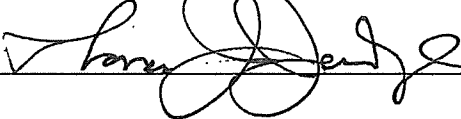
NOW THEREFORE, it is resolved that:

1. Upper Darby Township enters into and agrees to the requirements and obligation of this online reporting program.
2. Upper Darby Township hereby designates the following person and any person holding the following position or titles.

Director Finance: John McMullan

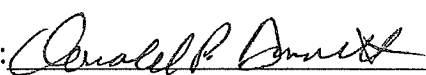


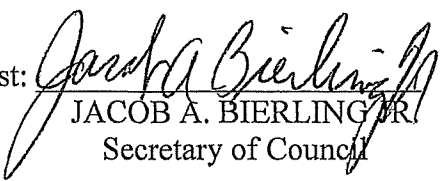
Chief Administrative Officer Thomas J. Judge Jr.



Resolved this 15th day of August 2018

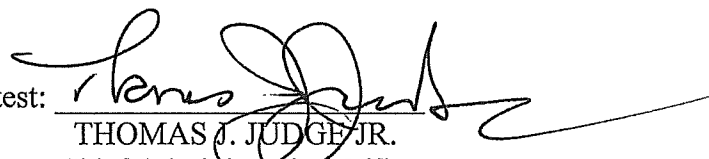
TOWNSHIP OF UPPER DARBY

By: 
DONALD P. BONNETT
President of Council

Attest: 
JACOB A. BIERLING JR.
Secretary of Council

Resolution 44-18 above is hereby approved this 15th day of August, 2018

APPROVED: 
THOMAS N. MICOZZIE
Mayor

Attest: 
THOMAS J. JUDGE JR.
Chief Administrative Officer

INSTRUCTIONS FOR RESOLUTION FORM

- (A) The Legislative Body of the Municipality must adopt the resolution or one that will have the same effect. This form may be filled in or the adopted Resolution may be typed on municipal letterhead, filling in the name of the municipality, the Legislative Body (e.g. Board of Selectmen), and the names and titles of the Authorized users of the dotGrants on-line reporting system.
- (B) The titles and names mentioned under item #2 must be the same as the names entered on the Electronic Access Licensing Agreement (EALA).
- (C) Following formal adoption, the Resolution must be signed by a majority of the legislative body. In all cases the Clerk must sign and provide a seal. This form must be sent back to the Department of Transportation as part of a complete application.
- (D) A copy of the form should be placed in your file.

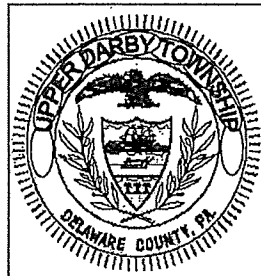
UPPER DARBY TOWNSHIP

100 GARRETT ROAD
UPPER DARBY, PA 19082-3135

Mayor
Thomas N. Micozzie

Chief Administrative Officer
Thomas J. Judge, Jr.

Email: tjudge@upperdarby.org



Phone: 610-734-7622
Fax: 610-734-7709

August 16, 2018

To Whom It May Concern:

Attached is copy of Article IV Section 403 (h) from the Upper Darby Township Home Rule Charter. This charter was adopted on May 21, 1974 and amended on April 26, 1998. This section describes the powers and responsibilities of the Upper Darby Township Mayor and authorizes him to Execute or cause to be executed on the Township behalf all deeds, contracts and other instruments to which the Township is party.

Please be advised that a resolution was passed by Upper Darby Township Council requesting support on this project at their August 15th, 2018 Council meeting.

Sincerely Yours

Thomas Judge Jr
Chief Administrative Officer

UPPER DARBY TOWNSHIP

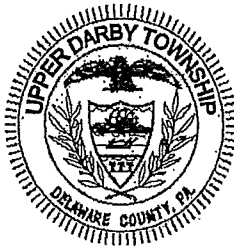
100 GARRETT ROAD
UPPER DARBY, PA 19082-3135

Mayor
Thomas N. Micozzie

Phone: 610-734-7622
Fax: 610-734-7709

Chief Administrative Officer
Thomas J. Judge, Jr.

Email: tjudge@upperdarby.org



Upper Darby Township Home Rule Charter. Excerpt

www.upperdarby.org

Section 403. Powers and Responsibilities of Mayor.

The Mayor, in addition to any other power and responsibilities provided in this Charter, shall:

- A. Supervise and control, either directly or through subordinate employees, all the administrative departments and divisions of the Township.
- B. Execute and enforce all laws, ordinances, and resolutions and see that they are faithfully obeyed.
- C. Appoint, with the approval of six (6) members of Council, a Chief Administrative Officer.
- D. Have the right to be present at and to participate in all Council meetings and to recommend to Council such ordinances and resolutions as he deems necessary and desirable, provided, however, that he may not vote in Council meetings except in the case of a tie, as otherwise provided herein.
- E. Submit to the Council an annual report describing the state of affairs of the Township.
- F. Prepare and submit to the Council the annual budget and capital program of the Township.
- G. Report to the public, at least once a year, on the state of affairs of the Township.
- H. Execute, or cause to be executed on the Township's behalf, all deeds, contracts, and other instruments to which the Township is a party.
- I. Have the power to approve or veto legislation as set forth in Section 404 of this Article.
- J. Appoint, with the approval of six (6) members of Council, all members of authorities, boards, and commissions except as otherwise provided in law.
- K. Have the power to appoint and to dissolve from time to time voluntary committees of citizens to assist and advise him on issues and matters pertaining to his office.
- L. Represent the Township in deliberations with other governmental bodies and shall have the authority to negotiate intergovernmental cooperative agreements which shall be subject to the final ratification of Council.
 - a. The Mayor may appoint an appropriate delegate to perform the functions listed within this paragraph.
- M. Have all necessary and incidental powers to perform and exercise any of the duties and functions of his office as set forth in this Charter or lawfully delegated to him.

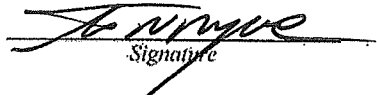

dotCode: 23-111

MUNICIPAL RESOLUTION NO. 44-18

WHEREAS the Pennsylvania Department of Transportation and Upper Darby Township
Municipality Name
have agreed to use the dotGrants on-line reporting system to file the required Liquid Fuels forms annually; including but not limited to the MS-965, MS-329 and MS-999 forms.

NOW THEREFORE BE IT RESOLVED

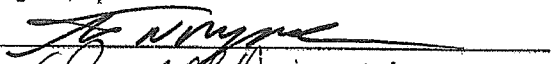
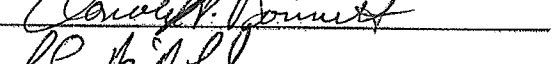
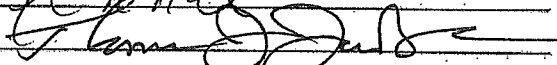

1. that the Legislative Body of this Municipality enters into and agrees to the requirements and obligations of this on-line reporting program;
2. that the Legislative Body hereby designates the following persons and any Officers holding the following titles/positions

<u>Thomas N. Micozzie</u> <i>Title</i>	<u>Mayor</u> <i>Typed Name</i>	<u></u> <i>Signature</i>
<u>Donald P. Bonnett</u> <i>Title</i>	<u>Council President</u> <i>Typed Name</i>	<u></u> <i>Signature</i>

to execute and provide all information necessary for the completion of said application, and to execute all documents necessary to effect such an agreement, including but not limited to, an Electronic Access Licensing Agreement (EALA) on behalf of the Municipality.

Passed this 15th day of August, 2018.

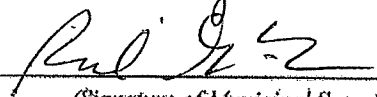
J LEGISLATIVE BODY

(Typed Name)	(Signature)
<u>Thomas N. Micozzie</u>	<u></u>
<u>Donald P. Bonnett</u>	<u></u>
<u>John McMullan</u>	<u></u>
<u>Thomas J. Judge, Jr.</u>	<u></u>

I certify that the foregoing is a true and correct copy of the Resolution as finally adopted at a meeting of the Legislative Body held on the 15 day of Aug., 2018.

IN WITNESS WHEREOF, I hereunto set my hand on this 17 day of Aug., 2018.

(SEAL)


(Signature of Municipal Secretary/Clerk)



Agreement #: EALA BMS23111
 Federal ID #: 23-6004593
 dotCode #: 23-111
 Vendor #: 139209

AGREEMENT TO AUTHORIZE
 ELECTRONIC ACCESS TO PENNDOT SYSTEMS
 (POLITICAL SUBDIVISIONS)

THIS INTERGOVERNMENTAL AGREEMENT, made and entered into this 15th day of August, 2018, by and between the Commonwealth of Pennsylvania, acting through the Department of Transportation, hereinafter referred to as DEPARTMENT,

AND

Upper Darby Township, Delaware County
 (NAME OF APPLICANT)

100 Garrett Road, Upper Darby, PA 19082
 (REGISTERED OR PRINCIPAL OFFICE LEGAL ADDRESS OF APPLICANT)

610-734-7630
 (PRINCIPAL OFFICE PHONE NUMBER AND EMAIL ADDRESS)

hereinafter referred to as APPLICANT, a political subdivision of the Commonwealth of Pennsylvania, acting through its proper officials.

WHEREAS, the APPLICANT desires to register as a DEPARTMENT business partner to be permitted electronic access to the following DEPARTMENT systems: dotGrants System (hereinafter referred to as "System" whether singular or plural) for the purposes of entering information into and exchanging data with the System; and

WHEREAS, the DEPARTMENT, in furtherance of the powers and duties conferred on it by Section 2002 of the Administrative Code of 1929, as amended, 71 P.S. Section 512, to design and construct state highways and other transportation facilities, to undertake other transportation-related activities, and to enter into contracts for these purposes, is willing to permit the APPLICANT to electronically submit applications, technical proposals, invoices, engineering plans, designs and other documents necessary to design and construct transportation projects or undertake other transportation-related activities as part of the DEPARTMENT'S program to use the System.

WHEREAS, Sections 2001.1 of the Administrative Code of 1929, as amended (71 P.S. §511.1) authorizes the DEPARTMENT, through the Secretary of Transportation, to enter into all necessary contracts and agreements with the proper agencies of any government, federal, state or political subdivision, "for any purpose connected in any way with the Department of Transportation of the Commonwealth of Pennsylvania."

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises expressed in this document, and intending to be legally bound, the parties agree as follows:

1. The APPLICANT is responsible for furnishing and assuming the total costs of all software and hardware necessary to connect to the System. Such software shall include an operating system, an Internet browser and any software needed to operate a modem. The APPLICANT is responsible for the procurement and cost of any data communications lines required to connect to the System. The APPLICANT is responsible for the cost of telephone lines and usage.
2. The APPLICANT will be permitted access to the System as the DEPARTMENT shall direct.
3. The APPLICANT will implement appropriate security measures to insure that only authorized employees of the APPLICANT will have access to and enter data into the System. The APPLICANT agrees to assign only its current employees User Identification Internet System access codes ("User ID codes") provided to the APPLICANT by the DEPARTMENT. The APPLICANT agrees to assign a separate and distinct User ID code to each current employee who will concur in awards, sign contracts and approve payments. The APPLICANT agrees to accept full responsibility for controlling the User ID codes that the APPLICANT assigns to the employees of the APPLICANT. The APPLICANT agrees to deactivate an employee's User ID code immediately upon the employee's separation and/or dismissal from the employ of or association with the APPLICANT. The APPLICANT agrees that the APPLICANT'S employees may not share User ID codes. The APPLICANT agrees to be responsible for the items submitted under one of its assigned User ID codes.
4. The DEPARTMENT shall make provisions for the APPLICANT to obtain initial training for the System. This training may not include any non-System program topics, nor may it include training on any other computer hardware or software, including, but not limited to, operation of a personal computer.
5. The DEPARTMENT will make reasonable attempts (barring unforeseen interruptions due to calamity, natural disaster or technical impossibility) to make the System available for on-line access 24 hours per day, seven days per week, except for ten hours each workday when the System databases are updated. The DEPARTMENT will provide support only during the normal business hours of the DEPARTMENT offices.
6. This Agreement shall continue until terminated by either Party, at any time, without cause, within fifteen (15) days upon receipt of written notice thereof. Any material breach of this Agreement by either Party shall entitle the other Party to terminate this Agreement without prejudice to its rights or remedies available at law or in equity. Upon termination or expiration of this Agreement, APPLICANT shall cease and shall cause its users to cease attempts to access the System.
7. The APPLICANT agrees to comply with the Nondiscrimination/Sexual Harassment Clause (Exhibit "A"), the Contractor Integrity Provisions (Exhibit "B"), the Contractor Responsibility Provisions (Exhibit "C"), the Offset Provision (Exhibit "D") and the Provisions Concerning the Americans with Disabilities Act (Exhibit "E"), all of which are attached to and made part of this Agreement. As used in these exhibits, the term "contractor" refers to the APPLICANT.
8. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the APPLICANT shall comply with, the clause entitled Contract Provisions – Right to Know Law, attached as Exhibit "F" and made a part of this Agreement. As used in the attached exhibit, the term "Contractor" refers to the APPLICANT.
9. This Agreement embodies the entire understanding between the DEPARTMENT and APPLICANT and there are no contracts, agreements, or understanding with reference to the subject matter hereof which are not merged herein.

Upper Darby Township
(Print APPLICANT Name)

ATTEST:

SIGNATORY(IES):

Jacob G. Bierling 8-15-17
(Signature) (Date)

Thomas N. Micozzie
(Signature) (Date)

Jacob Bierling

Thomas N. Micozzie

Print Name

Print Name

Secretary of Council

Mayor

(Title)

(Title)

Donald P. Bonnett
(Signature) (Date)

Donald P. Bonnett

Print Name

President

(Title)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY: _____
(Department Signatory and Date)

APPROVED AS TO LEGALITY AND FORM

BY: _____
(Chief Counsel Signatory and Date)

Preapproved form:
OGC No. 18-FA-28.0
Appv'd OAG 11/19/2015

MAIL COMPLETED AGREEMENT TO:
Pennsylvania Department of Transportation
Center for Program Development & Management
Financial & Contract Services Division
400 North Street, P.O. Box 8211
Harrisburg, PA 17105-8211

EXHIBIT A

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
4. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
5. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

EXHIBIT A

- 6.** The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 7.** The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 8.** The Commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Rev. January 14, 2015

**EXHIBIT B:
CONTRACTOR INTEGRITY PROVISIONS**

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. "Financial Interest" means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. "Gratuity" means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-

bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).

- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Rev. October 25, 2010

**EXHIBIT C:
CONTRACTOR RESPONSIBILITY PROVISIONS**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services | Office of Chief Counsel
603 North Office Building, Harrisburg, PA 17125
Telephone No: (717) 783-6472 | FAX No: (717) 787-9138

Rev. October 25, 2010

**EXHIBIT D:
OFFSET PROVISION**

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the contractor under any contract with the Commonwealth.

Rev. October 14, 2011

EXHIBIT E:
PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

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

Rev. December 20, 2012

**EXHIBIT F:
GRANT PROVISIONS – RIGHT TO KNOW LAW**

1. Grantee or Subgrantee understands that this Grant Agreement and records related to or arising out of the Grant Agreement are subject to requests made pursuant to the Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”). For the purpose of these provisions, the term “the Commonwealth” shall refer to the granting Commonwealth agency.
2. If the Commonwealth needs the Grantee’s or Subgrantee’s assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
3. Upon written notification from the Commonwealth that it requires Grantee’s or Subgrantee’s assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee’s or Subgrantee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), Grantee or Subgrantee shall:
 - a. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee’s or Subgrantee’s possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - b. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
4. If Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
5. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
6. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee’s or Subgrantee’s failure, including any statutory damages assessed against the Commonwealth.

7. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
8. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
9. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.

UPPER DARBY TOWNSHIP**Resolution No 45-18**

A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA SUPPORTING THE ADMINISTRATIONS APPLICATION TO AMENDED TRAFFIC SIGNAL AGREEMENTS WITH THE PENNSYLVANIA DEPARTMENT OF TRANSPORTATION (PENNDOT) AT THE LOCATIONS NOTED IN THIS RESOLUTION.

WHEREAS Upper Darby Township ("Applicant") desires to continue to own, operate and maintain the traffic control devices located at the intersection name within;

WHEREAS, the applicant desires to receive concurrence from Pennsylvania Department of Transportation.

WHEREAS, the applicant understands they must submit the proper TE-160 application for signal approval to the Pennsylvania Department of Transportation. Signal improvements are part of the Green Light -Go Program which will allow for retiming and signal monitoring adjustments.


WHEREAS, Upper Darby Township plans to submitted a TE-160 application for the following location:

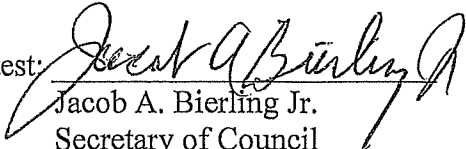
1. Oak Avenue & Bunting Avenue/Central Avenue
2. Garrett Road & Long Lane/ Fairfield Avenue
3. Garrett Road & Shadeland Avenue
4. State Road & Drexel Avenue
5. Garrett Road & Burmont Road
6. Church Lane & Radbourne Road
7. Burmont Road & Woodland Avenue/ Drexel Avenue
8. 69th Street & Patterson Avenue
9. West Chester Pike & Pennock Avenue
10. Marshall Road & Springton Road / Sherbrook Boulevard

NOW THEREFORE, it is resolved that on behalf of the Upper Darby Township the applications can be signed by the MAYOR, Upper Darby Township.

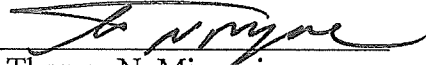
Resolved this 15th day of August 2018

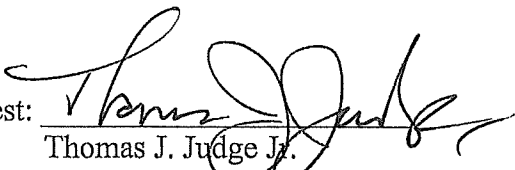
TOWNSHIP OF UPPER DARBY

By: 
Donald P. Bonnett
President of Council

Attest: 
Jacob A. Bierling Jr.
Secretary of Council

Resolution 45-18 above is hereby approved this 15th day of August 2018

APPROVED: 
Thomas N. Micozzie
Mayor

Attest: 
Thomas J. Judge Jr.
Chief Administrative Officer