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November 28<sup>th</sup>, 2018

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A regular meeting of Upper Darby Township Council was held on Wednesday evening, November 28<sup>th</sup>, 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  
Richard G. Nolan, Chief Municipal Clerk

**Approval of Minutes**

Mr. Bonnett: A motion would be in order for the approval of the Minutes for the Regular Meeting of October 3<sup>rd</sup>, 2018.

Mr. Wagner: So moved.

Mr. Bierling: Second.

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

Mr. Bonnett: A motion would be in order for the approval of the Minutes for the Committee Meeting of October 10<sup>th</sup>, 2018.

Mr. Wagner: So moved.

Ms. Wentz: Second.

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

Mr. Bonnett: A motion would be in order for the approval of the Minutes for the Regular Meeting of October 17<sup>th</sup>, 2018.

Mr. Wagner: So moved.

Mr. Bierling: Second.

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

### **Public Forum**

Rich Blye, 274 Kent Road  
Tree at 274, Q&A of 6<sup>th</sup> District Council

Peg Wilson, 824 Drexel Avenue  
Budget

Sean McIntosh, 315 Upland Way  
Trail

Bonnie Hallam, 4719 Woodland Avenue  
Budget

Gerald Harrison, 29 S. Kirklyn Avenue  
\$18 million Bond issue

**Their comments are filed on audio tape.**

### **Mayor Micozzie**

#### ***Announcements:***

*The tree lighting ceremony will take place at the Tower Theater on December 3<sup>rd</sup>, 2018 at 6:30pm.*

### **Committee Reports**

**Finance and Appropriations Committee**  
Thomas P. Wagner, Chairman

**Resolution No. 58-18, a Resolution of Upper Darby Township, Delaware County, Pennsylvania approving the leasing of 7260 West Chester Pike, Upper Darby Township from 7260 West Chester Pike, LLC.**

Moved: Councilman Wagner  
Second: Councilman Bierling

**Resolution No. 58-18 is adopted. 11 in favor, none opposed.**

**Public Safety Committee**

Jacob A. Bierling Jr., Chairman

**Resolution No. 59-18, a Resolution for the REMOVAL of the “two-hour parking” restriction in front of 543 Kenwood Road where the two handicap parking spots are. The two-hour parking restriction will still remain in effect for the rest of the street.**

Moved: Councilman Bierling

Second: Councilman Gwin

**Resolution No. 59-18 is adopted. 11 in favor, none opposed.**

**Motion for the Administration to write to Penndot for suggestions on traffic calming devices on Garrett Road at the intersection with Morgan Avenue**

Moved: Councilman Bierling

Second: Councilman Wagner

**Motion approved. 11 in favor, none opposed.**

**Solicitor**

Nothing to report

**Adjournment**

Motion to adjourn: Councilman Wagner; Second: Councilwoman Coles

**Motion approved. 11 in favor, none opposed.**

**Council President Bonnett adjourned the meeting.**

Respectfully submitted,

*Richard G. Nolan*

Richard G. Nolan  
Chief Municipal Clerk

UPPER DARBY TOWNSHIP

Resolution No. 58-18

A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA APPROVING THE LEASING OF 7260 WEST CHESTER PIKE, UPPER DARBY TOWNSHIP FROM 7260 WEST CHESTER PIKE, LLC.

Whereas, 7260 West Chester Pike, LLC owns the property located at 7260 West Chester Pike, Upper Darby Township, 19082 (the "Property"); and

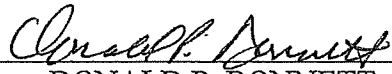
Whereas, the Township the Property for the storage and maintenance of Police Department vehicles and equipment; and

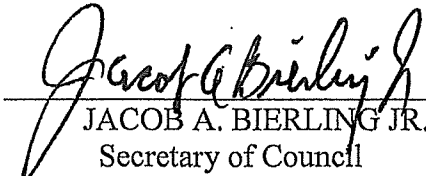
Whereas, this Council believes it to be in the best interest of the Township to do so on terms as set forth in the Lease Agreement attached hereto as Exhibit "A."

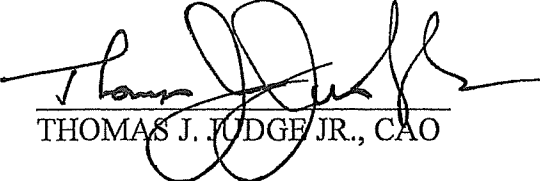
Now, therefore, be it resolved that:


- 1. The Township is hereby authorized to lease the Property, buildings and improvements located at 7260 West Chester Pike from 7260 West Chester Pike, LLC, upon the terms as set forth in the draft Parking Lot Lease Agreement attached hereto as Exhibit A, the form and substance of which is incorporated in this Resolution by reference hereto.
- 2. The Mayor, or his designee, is hereby empowered to take all actions and execute all documents which 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 28<sup>th</sup> day of November 2018.

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

  
 \_\_\_\_\_  
 JACOB A. BIERLING JR.  
 Secretary of Council

  
 \_\_\_\_\_  
 THOMAS J. JUDGE JR., CAO

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

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Lease"), made and entered into this 28<sup>th</sup> day of NOVEMBER, 2018, by and between 7260 W. CHESTER PIKE, LLC, having an address of 356 Paoli Pike, Malvern, Pennsylvania 19355 ("Landlord") and UPPER DARBY TOWNSHIP, having an address at 100 Garrett Road, Upper Darby, Pennsylvania 19082 ("Tenant").

WHEREAS, Landlord is the owner of real property located at 7260 West Chester Pike, Upper Darby Township, Delaware County, Pennsylvania and further identified as Delaware County Tax Folio Number 16-05-01480-00 (hereinafter "the Property");

WHEREAS, the Property is improved with certain buildings and parking areas;

WHEREAS, Tenant desires to lease the Property and associated improvements in accordance with the terms and conditions of this Lease Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Landlord and Tenant agree as follows:

- 1. LEASED PROPERTY: Landlord hereby leases to Tenant the Property.
- 2. TERM: The initial term of this Lease shall commence on January 1, 2019 (the "Commencement Date") and continue until December 31, 2023. Provided Tenant is not then in default under this Lease after any applicable notice and opportunity to cure, Tenant shall have the option to extend the term of this Lease (each and "Extension Option") for three (3) additional five (5) year terms (each and "Extended Term"). Extended Term shall commence and terminate as follows:

- First Extended Term: January 1, 2024 – December 31, 2028;
- Second Extended Term: January 1, 2029 – December 31, 2033; and
- Third Extended Term: January 1, 2034 – December 31, 2038.

The Extended Terms shall be subject to the same terms and conditions as set forth in this Lease. In the event the Tenant elects to exercise the Extension Option, Tenant shall do so by providing written notice (the "Renewal Notice") to Landlord at least sixty (60) days (i.e. by October 31<sup>st</sup>) prior to the termination of the then current term of this Lease. The failure of Tenant to give the Renewal Notice shall be deemed a waiver by Tenant of such option to extend the Lease beyond the then current term.

- 3. USE: Tenant intends to use the Property for the storage of Police Department vehicles and equipment. The Property shall be secured by a locked fence.

- 4 RENT: (a) Commencing on the Commencement Date and continuing thereafter until the expiration of the term, Tenant shall pay Landlord the sum of \$33,600.00 as

annual gross rent ("Rent"), payable in advance on the first business day of each calendar month in equal monthly installments \$2,800.00/per month. In the event that the lease enters any Extended Term, the rent payable during each Extended Term shall be increased by the three (3%) percent for each Extended Term. For example, during the first Extended Term, Tenant shall pay Landlord the sum of \$34,608.00 as annual gross rent ("Rent"), payable in advance on the first business day of each calendar month in equal monthly installments \$2,884.00/per month.

(b) Nothing hereunder contained shall be deemed to suspend or delay the payment of any sum at the time the same became due and payable hereunder or limit any other right or remedy of Landlord.

(c) In the event that any sum due to Landlord under the provisions of this Lease shall not be paid within fifteen (15) days after the due date, Tenant shall, upon demand, pay a late charge to Landlord of \$150.00 to defray Landlord's administrative expenses in collecting and processing that sum. Such late charge shall be deemed "rent" for all purposes under this Lease.

5. ADDITIONAL RENT: Taxes; Water and Sewer Rents.

(a) During the terms of this Lease and any extension or renewal thereof, Tenant shall pay as additional rent, all real estate taxes and assessment, ordinary or extraordinary, imposed upon or assessed against the Premises under any laws now or hereafter enacted. Landlord hereby consents to Tenant filing any and all appropriate tax assessment appeals with the Delaware County Assessment Office in order for Tenant to challenge any and all real estate assessment on the Property. Tenant is further specifically authorized to seek file an appeal seeking to have the Property exempt from real estate taxes.

(b) Throughout the term of this Lease, Tenant shall pay and discharge all charges for water and sewer rents or other utilities consumed or utilized by Tenant in the operation of its business upon the Premises.

6. SECURITY DEPOSIT: Tenant shall contemporaneously with the execution of this Lease deposit with Landlord the sum of \$2,800.00, which deposit shall be held in escrow as security for the faithful performance by Tenant of all the terms, covenants and conditions of this Lease by Tenant to be kept and performed during the Term hereof. The security deposit shall be held as collateral security for the payment by Tenant of Rents and other charges under this Lease, and for the faithful performance of all other covenants and agreements of the Tenant hereunder. The amount of said deposit, without interest, and less any amounts applied on account of Tenant's default, shall be repaid to Tenant within thirty (30) days after the termination of this Lease or any renewal or extension thereof, provided Tenant shall have made all such payments and performed all such covenants and agreements. Upon any default by Tenant hereunder, all or part of said deposit may, at Landlord's option, be applied on account of such default, and thereafter Tenant shall restore the resulting deficiency in said deposit upon Landlord's demand. Landlord must deliver the deposit to any purchaser of the Property and



thereupon Landlord shall be discharged from any further liability with respect to the deposit and Tenant shall look solely to the purchaser for the return of the deposit.

7. MAINTENANCE: Tenant shall repair, replace and maintain the Property and its improvements, including but not limited to the vehicle lifts located in the garage bays, landscaping and fencing, all as and when needed, in a good workmanlike manner, and in compliance with all applicable laws, codes and regulations.

8. ALTERATIONS BY TENANT: (a) Tenant shall not make any improvements or alterations to the Property without first obtaining Landlord's prior written consent, which shall not be unreasonably withheld. Any alterations or improvements installed by Tenant shall be removed at the expiration of the Term and Tenant shall, at Tenant's sole cost and expense, repair any damage caused to the Property in connection with such removal and restore the Property to the condition that existed prior to the installation of the improvement or alteration.

(b) Tenant shall keep the Property free from any liens arising out of any work performed, material furnished or obligations incurred by or for Tenant in connection with the Property. In the event that Tenant shall not, within twenty (20) days following notice or knowledge of the imposition of any such lien, cause the lien to be released of record by payment or posting of a proper bond, Landlord shall have in addition to all other remedies provided herein and by law the right but not the obligation to cause the same to be released by such means as it shall deem proper, including payment of the claim giving rise to such lien. All such sums paid by Landlord and all expenses incurred by it in connection therewith (including without limitation reasonable attorneys' fees) shall be payable to Landlord by Tenant upon demand.

9. LIABILITY OF LANDLORD AND TENANT: Landlord shall not be responsible for the loss of or damage to vehicles, property, or injury to persons, occurring on or about the Property. Tenant acknowledges that Tenant is leasing the Property at its sole risk. Tenant shall indemnify, defend and save harmless Landlord from suits, actions, damages, liabilities and expenses arising out of any occurrence on the Property, or the occupancy or use by Tenant, its agents, contractors, employees, servants, invitees or licensees, except in the event such claims, liability, defects or damages were caused by the gross negligence of Landlord or Landlord's agents, servants or employees.

10. INSURANCE: Tenant shall maintain general commercial liability insurance, including public liability and property damage, with premises coverage on an occurrence basis with a minimum combined single limit of liability equal to \$1,000,000.00 per occurrence and \$3,000,000.00 in the aggregate for property damage, bodily and personal injuries or deaths of persons occurring on or about the Property. The policy shall name the Landlord as an additional insured. On or before the Commencement Date and upon each renewal of its insurance policies, Tenant shall give copies of certificates or policies of insurance to Landlord with proof of payment of premiums.

11. DEFAULT BY TENANT: In the event Tenant fails to make any payment of rent when due under this Lease, or otherwise commits a material breach of this Lease, and such

failure or breach continues for a period of ten (10) days following written notice from Landlord to Tenant, Landlord shall have the right, at its sole option and without further notice to Tenant, to terminate this Lease and all of Tenant's rights hereunder.

12. NO WAIVER: The waiver by Landlord of any breach of any term, covenant or condition herein contained shall not be deemed a waiver of such term, covenant, or condition for any subsequent breach of the same or any other term, covenant or condition herein contained.

13. ENVIRONMENTAL CONSIDERATIONS:

(a) For purposes of this Section, the following definitions shall apply:

(i) "Environmental Release": The term Environmental Release shall mean any intentional or unintentional releasing, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, disposing, abandoning, discarding or dumping of any Toxic Substance from, on, into or about the land, water or air of the Leased Premises or the Property.

(ii) "Remediation": The term "Remediation" shall mean activities in connection with the clean-up of an Environmental Release, including but not limited to sampling, analysis, excavation, removal, disposal and replacement of soils, ground water and/or other materials, in accordance with the provisions of any and all applicable laws, ordinances and regulations, now or hereafter enacted.

(iii) "Toxic Substance": The term Toxic Substance shall mean a hazardous substance, hazardous waste, hazardous material, pollutant or contaminant, as such terms are now or hereafter defined in all applicable federal, state, and local laws, ordinances or regulations now or hereafter enacted or amended, and any and all other terms which are or may be used in any or all applicable laws now or hereafter enacted to define prohibited or regulated substances.

(b) Tenant shall not use the Property, or any part thereof, for the purpose of treating, producing, handling, transferring, processing, transporting, disposing, using or storing a Toxic Substance.

(c) Tenant and its agents, employees, contractors, licensees and invitees shall not cause or permit to exist, as the result of an action or omission by one or more of them, an Environmental Release. The occurrence of an Environmental Release, or a violation of any covenant, representation or warranty of this Section shall be deemed an Event of Default under this Lease.

(d) Tenant shall comply with all applicable laws, ordinances and regulations of all governmental authorities, as now or hereafter enacted (including, without limitation, laws, ordinances and regulations governing a Toxic Substance), and shall be solely responsible for any necessary alterations or renovations to the Property, including but not limited to Remediation,

structural renovations, or cessation of activities necessary to comply with such laws, ordinances and regulations.

(e) The covenants, representations and warranties provided in this Section shall survive the expiration or earlier termination of this Lease.

(f) Tenant shall pay, defend, indemnify, and hold harmless Landlord and its agents, officers, directors and employees from and against any and all claims, losses, costs, damages, liabilities and fines arising from or relating to an Environmental Release resulting from Tenant's use of the Property, Remediation, or the failure of Tenant, or its agents, employees, contractors, licensees or invitees to comply with the provisions of this Section.

14. NOTICE: All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been properly given if personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, or by private overnight express carrier, such as Federal Express, next day delivery, charges prepaid, addressed as follows:

Landlord:

7260 West Chester Pike, LLC  
356 Paoli Pike  
Malvern, PA 19355

With a copy to:  
Louis F. Ballezzi, Esquire  
20 West Third Street  
Media, PA 19063  
[lballezzi@ballezzilaw.com](mailto:lballezzi@ballezzilaw.com)

Tenant:

Upper Darby Township  
Attn: Thomas J. Judge, CAO  
100 Garrett Road  
Upper Darby, PA 19082  
[tjudge@upperdarby.org](mailto:tjudge@upperdarby.org)

With a copy to:  
Kelly S. Sullivan, Esquire  
1223 N. Providence Road  
Media, PA 19063  
[ksullivan@mbmlawoffice.com](mailto:ksullivan@mbmlawoffice.com)

All such notices, requests and other communications shall be deemed to have been sufficiently given for all purposes on the date of delivery, if personally delivered, or the postmarked date of

mailing, if sent by registered or certified mail, or the date of deposit if sent by private overnight express carrier.

15. **ASSIGNMENT:** Tenant shall not assign, mortgage, pledge or encumber (collectively "Assignment") this Lease, in whole or in part, or sublet the whole or any part of the Property, or permit the use or occupancy of the whole or any part of the Property by others without the prior written consent of Landlord.

16. **SURRENDER:** Tenant, upon expiration or earlier termination of this Lease, shall peaceably surrender to Landlord the Property in good repair, subject to reasonable wear and tear. Tenant shall remove all improvements installed by, or on behalf of, Tenant and shall repair any damage to the Property caused thereby.

17. **BROKERS:** Tenant and Landlord represent and warrant to each other that neither have had any dealing, negotiations or consultations with respect to the Property or this transaction with any broker or finder. In the event that any broker or finder claims to have been involved with the transaction contemplated herein, each party shall be responsible for and shall defend, indemnify and save the other party harmless from and against all costs, fees (including, without limitation, reasonable attorney's fees), expenses, liabilities and claims incurred or suffered by such party as a result thereof.

18. **ARBITRATION:** Landlord and Tenant hereby agree that any and all controversies, claims, or disputes arising out of, relating to, or resulting from the terms of this Lease, including any breach of this Lease, shall be subject to binding arbitration governed by the Federal Arbitration Act, to the maximum extent permitted by applicable law. Any disputes subject to arbitration shall be resolved by binding arbitration in accordance with American Arbitration Association (AAA). Arbitration shall be conducted by a single arbitrator with all proceedings to be held in Delaware County, Pennsylvania or such other place as both parties may agree. All awards of the arbitrator shall be binding and non-appealable. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction. The arbitrator shall apply Pennsylvania law to the merits of any dispute or claims, without reference to any rules of conflicts of law that might result in the application of any other state's law. Landlord and Tenant shall each pay an equal share of the costs and expenses of such arbitration, and each party shall separately pay for its respective attorneys' fees and costs unless otherwise provided by statute or this Lease. The arbitrator shall issue a written decision on the merits. The arbitrator shall also have the power to award any remedies available under applicable law.

19. **GOVERNING LAW:** This Lease shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

20. **MISCELLANEOUS:**

(a) This Lease shall be binding on the parties hereto, their successors and assigns.

(b) This Lease represents the entire agreement between the parties to this Lease and supersedes all prior agreements between the parties, whether written or oral with respect to the subject matter hereof.

(c) This Lease may only be amended in writing signed by both parties.

(d) Tenant hereby represents and warrants that that the individual executing this Lease is duly authorized to execute and deliver this Lease on behalf of the Tenant in accordance with the duly adopted resolution of the Council of Upper Darby Township, and that this Lease is binding upon the Tenant in accordance with its terms.

(e) So long as Tenant shall pay the rents and other charges herein provided within the respective times provided therefor, and provided and so long as Tenant observes and performs all the covenants, terms and conditions on Tenant's part to be observed and performed, Tenant shall peaceably and quietly hold and enjoy the Property for the Term(s) of this Lease without hindrance or interruption by Landlord or any other person or persons lawfully claiming by, through or under Landlord, subject, nevertheless, to the terms and conditions of this Lease.

(f) Notwithstanding anything contained herein to the contrary, Tenant agrees that Landlord shall have no personal liability with respect to this Lease and Tenant shall look solely to the estate and property of Landlord in the Leased Premises for the satisfaction of Tenant's remedies. No other assets of Landlord shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim and, in the event Tenant obtains a judgment against Landlord, the judgment docket shall be so noted. This Section shall inure to the benefit of Landlord and his heirs, successors and assigns.

(g) If any portion of this Lease or the application thereof to any person or circumstances shall be invalid or unenforceable, the remainder of this Lease and the application of such portion to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term, covenant and condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. Furthermore, each covenant, agreement, obligation and other provision contained in this Lease is, and shall be deemed and construed as, a separate and independent covenant of the party bound by, undertaking or making the same, and not dependent on any other provision of this Lease.

(h) This Lease shall be recorded.

(i) LANDLORD AND TENANT HEREBY EACH WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION INSTITUTED BY EITHER PARTY AGAINST THE OTHER CONCERNING THIS LEASE OR THE TENANCY CREATED HEREUNDER.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first set forth hereinabove.

7260 WEST CHESTER PIKE, LLC

UPPER DARBY TOWNSHIP

BY: [Signature]  
Name: John P. Schnaufser

BY: [Signature]  
Name: Thomas N. Micozzie

Title: member

Mayor

**RESOLUTION NO. 59-18**

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:

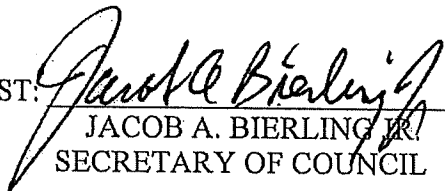
THAT ORDINANCE NO. 449 BE AND THE SAME IS HEREBY AMENDED AND SUPPLEMENTED BY DELETING ORDINANCE NO. 1354.

**REMOVAL OF THE "TWO HOUR PARKING RESTRICTION IN FRONT OF 543 KENWOOD ROAD WHERE THE TWO HANDICAP PARKING SPOTS ARE. THE TWO HOUR PARKING RESTRICTION WILL STILL REMAIN ON THE REST OF THE BLOCK**

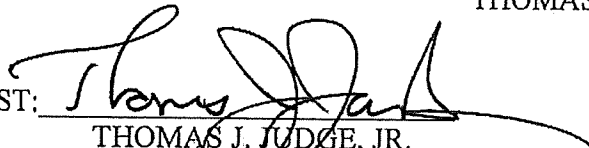
RESOLVED, THIS 28<sup>TH</sup> DAY OF NOVEMBER, A.D., 2018.

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