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**January 13, 2021**

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## MINUTES FOR COMMITTEE MEETING ON JANUARY 13, 2021

\*\*\*The video of this meeting can be viewed in its entirety on [youtube.com/upperdarby.org](https://youtube.com/upperdarby.org)\*\*\*

**Pledge of Allegiance to the flag of the United States of America  
Moment of Silence for those lost on January 6, 2021 at the Capitol.**

### **Opening of Meeting**

### **Roll Call**

Hafiz Tunis Jr. (HT), Bob Gwin (RG), Michelle Billups (MB), Matt Silva (MS), Danyelle Blackwell (DB), Brian K. Burke (BB), Sheikh Siddique (SS), Lisa Faraglia (LF), Donald P. Bonnet (DPB), Thomas P. Wagner (TW), Laura A. Wentz (LW)

### **Present at the Meeting**

Barbarann Keffer, Mayor  
Vincent A. Rongione Esq., CAO  
Sean P. Kilkenny, Esquire  
Courtney N. Richardson, Esquire  
Alison Dobbins, Director of Special Projects  
Alexis Cicchitti, Chief Municipal Clerk

### **Guests**

Mike Galante, Township Engineer  
W. Patrick Scott, Esq., Obermayer  
Timothy Care, PNC Bank  
Ben Gantner, PNC Bank

### **Rules for Meeting Decorum**

**“Upper Darby Township Council and Residents will maintain professional respect for each other. Council encourages free speech, however, civility is required which would prohibit threats, profanity, scandalous, impertinent and redundant comment or any comment the discernible purpose of which is to disrupt or prevent the conduct of the business of the meeting”**

*\*Prior to asking for approval of the Minute, LW stated that there were last minute changes to them.*

### **Approval of the Minutes for December 2020**

Approval of the Minutes from the Committee Meeting of 12-2-20:  
**DB/MB Moved and seconded. Eleven in favor. Motion approved.**

Approval of the Minutes from the Special Meeting of 12-24-20:  
**RG/MB Moved and seconded. Eleven in favor. Motion approved.**

## **Public Forum**

Spero Pappas, 2423 Cedar Lane, stated his concern about the recycling costs having tripled.

CAO Rongione said that the topic of recycling would be addressed during the meeting.

**\*Refer to the Mayor's address.**

## **The Honorable Mayor Barbarann Keffer**

Hello Everyone,

Happy New Year! I have some great news to share tonight. Very recently, we received notice that the Township has been awarded \$1,000,000 from the state through its Redevelopment Assistance Capital Program (also known as RACP) to develop a brand new community center at 7000 Walnut Street. In the near future, we will be holding public meetings to get resident input about future community programming at the site as the design and engineering plans evolve. I would like to thank State Representatives Margo Davidson and Mike Zabel as well as State Senator Tim Kearney for their support for this project.

We also received notification that the DEP has awarded us over \$340,000 through their 902 Recycling Grant Program. The funds will be used to purchase a leaf vacuum truck, which will greatly enhance our leaf waste collections next fall.

I would also like to go over some details of our residential recycling program. We have an unfunded state mandate to have a recycling program. Due to a legacy contract, we taxpayers pay \$150/ton for contaminated recycling and \$90/ton for regular recycling. According to Waste Management, our recycling handler, and 90% of the contamination of Upper Darby's recycling caused by plastic bags. Please place your recyclables loosely into a recycling container. Please do not recycle pizza boxes. Recyclables in plastic bags and pizza boxes will be treated like regular trash. If you need a recycling container, please call or email the Mayor's Request Line: 610.734.7625 or [request@upperdarby.org](mailto:request@upperdarby.org).

Working together as a township, staff and residents, we can bring down recycling costs and create the ability to spend our tax dollars on other, and possibly new, municipal services or programs. On my part, I will do a better job, more consistently, on community outreach, especially when it comes to changes that we make in how things have been done. Thank you for sticking with this tough transition, which is a process. It is already showing improvement. The amount of contaminated recycling is markedly down this week compared to last week. Please look for updates on the official township Facebook page: Upper Darby Township - Government and on our website. A newsletter with more details on the recycling program and the trash and recycling schedule and other township issues should be in your mailboxes by the end of the month.

We have openings for three positions on the Industrial Development Authority. This Authority is organized for the purpose of encouraging economic growth and development within Upper Darby. The Authority serves as a conduit issuer for the financing of projects for manufacturing firms, 501(c) (3) organizations, including educational institutions and health care organizations, and exempt facilities such as water and power utilities and pollution control facilities. Financing is provided through third party sources such as private sector financing institutions and bond sales, with below-market interest rates payable by borrowers on loans that are tax-exempt to the lender.

The Board of the Industrial Development Authority consists of five members appointed to five-year terms by the Mayor. Members should be knowledgeable in finance, economic development, or the planning and



financing of large capital improvements. Please email a resume and a letter of interest to [mayor@upperdarby.org](mailto:mayor@upperdarby.org) by January 31, 2021.

This Monday, January 18<sup>th</sup>, is Martin Luther King Jr. Day. It is a national holiday as well as a township holiday. Trash and recycling collections will operate next week on a holiday schedule. Details on collections are on the township calendar and on the township website. It is disappointing that the COVID-19 pandemic prevents us from gathering for the many Martin Luther King Jr Day celebrations and service projects our community usually holds. On Monday, you will be able to view a message from the Township in celebration of the life and work of Dr. King. We will also be sharing the 1967 interview Dr. King did on the Mike Douglas Show on our website and our Facebook page, as it is still as relevant today in many ways as it was then.

**President of Council, Laura A. Wentz**

LW stated that leadership changes have been made in some of the Committees. She thanked those who served previously and those who will serve.

**COMMITTEE REPORTS**

**Finance and Appropriations Committee**

Co-Chairs: Robert S. Gwin Jr. & Matt Silva

Members: Danyelle Blackwell & Brian Burke

**Public Hearing for Ordinance No. 3088**, an Ordinance of Upper Darby Township, Delaware County, Pennsylvania, appointing Michelle R. Portnoff as Solicitor for the limited purpose of collecting unpaid municipal claims for delinquent accounts and approving collection procedures, interest assessment, credit card and debit card charges, and fees and costs to be added to the amount collected; repealing all inconsistent Ordinances or parts thereof; providing a severability clause; and an effective date

Solicitor Richardson gave a brief on **Ordinance No. 3088**

LW convened a Public Hearing on **Ordinance No. 3088**. There was no Public Comment. Therefore, the Public Hearing was closed.

**Motion to approve: RG/SS: Moved and seconded. A roll call vote was taken. Eleven in favor. Ordinance No. 3088 is adopted.**

**Resolution No. 01-21**, a Resolution authorizing the issuance and sale of a Tax and Revenue Anticipation Note of the Township in the fiscal year ending December 31, 2021; determining the principal amount of such note and the form and terms of such note; authorizing the award of such note; and making certain other determinations in connection herewith

**W. Patrick Scott gave a brief on Resolution No. 01-21. Timothy Care and Ben Gantner from PNC Bank were also present.**

RG asked for confirmation that the interest rate is 1 percent. Mr. Scott confirmed.

**Motion to approve: RG/DB: Moved and seconded.**

MS asked for a confirmation that the loan is due on April 30<sup>th</sup> and at this time, it has accrued the full interest of 1%. Pat Scott confirmed that the loan would have matured on April 30<sup>th</sup>. Therefore, it should be paid in full. Otherwise, the loan would default and the interest will increase by 3% over the current rate.

LW asked if 1% was an annual rate or monthly. Mr. Scott confirmed that it was annual.

**Eleven in favor. Resolution No. 01-21 is approved.**

MS asked if there could be a way to pay the trash and sewer fees online. CAO Rongione stated that last year constituents had access to pay some services online. The taxes and trash/sewer fees are more complicated, but the Administration agrees that it would be beneficial if the residents could pay them online. The CAO is hopeful that this could happen by 2022 on the Township's new website.

BB asked about the Capital Budget money. He asked for the outcome of not spending the money budgeted for 2021 within this year. The CAO stated that there is a 3-year window to spend 85% of the proceeds in the first 3 years. Therefore, there is no penalty for not spending it within the first year. BB stated that he was inquiring about the interest. The CAO said the interest is "*folded*" into the Capital Program. However, it is unbudgeted for the Capital Improvement Budget. Mayor Keffer's commitment to pay down those long-term obligations led to the creation of the OPEB Fund. It is a strategic and good use for the interest.

RG stated that the Administration is committed to the purchase item. It is encumbered and restricted to that purchase item.

LW asked if there was any new information on the millage. CAO Rongione stated that the Finance staff was able to analyze our files and compare them to the County's files. There were only 40-50 property tax information discrepancies. The County was very appreciative of Upper Darby Township's efforts and performance. The CAO states that we do not have the final numbers, but anticipates a positive outcome.

#### **Leisure Services Committee**

Co-Chairs: Hafiz Tunis Jr. & Matt Silva

Members: Lisa Faraglia, Danyelle Blackwell

#### **CAO Vincent Rongione gave a report.**

Recreation Advisory Committee (Our Parks) Slide Presentation

LF expressed her disappointment with the Administration for not providing the list of parks to her. She also expressed her displeasure that the Recreation Advisory Committee (**RAC**) did not communicate with the Leisure Services Committee. CAO Rongione stated that the list of parks have been listed on the Upper Darby Website since the last administration. The CAO explained to LF that the purpose of the Recreation Advisory Committee (**RAC**) is to "*advise*" and support the Mayor's Agenda. Furthermore, the objective is to obtain multiple perspectives, by combining the perspective of the Leisure Services Committee along with the Recreation Advisory Committee (**RAC**), hence creating a comprehensive plan for the parks.

MS suggested that we update the Township Website, to reflect the information provided by the Recreation Advisory Committee (**RAC**). MS stated that it would be beneficial to the residents if we shared this information with the public. The CAO agreed. The CAO stated that he did not have possession of this information prior to the Recreation Advisory Committee (**RAC**) report. The CAO further stated that the committee compiled this information so that he may present it to Council for feedback. MS confirms this is valuable information for the public and that he is looking forward to working with (**RAC**) for the improvement

of the parks. CAO Rongione pointed out that Council requested representation on the (RAC) and Mayor Keffer agreed. The CAO said that this would be helpful with the coordination in the future between both committees.

LW asked CAO Rongione to send the slide presentation to Council for reference. The CAO agreed.

RG stated that he thinks it is important to create a direct passageway from the trails to the parks. RG also said that Council should be given the names of the committee members on the Recreation Advisory Committee (RAC). The CAO agreed.

HT stated that he would like to create the opportunity for the Leisure Service Committee Members to present their ideas to the Administration. HT also stated that working collaboratively is what is “*best for the residents of Upper Darby Township*”.

DB said that the presentation was interesting and valuable. She also stated that recreation is a “*vital part of our society and one of the bases of our economic stability*”.

HT reported that he met with Sean McIntosh of the Upper Darby Trails. They toured from Naylor’s Run to the Beverly Hills Recreation, leading up to some green space in his district. MS stated that he also met with Mr. McIntosh. Both HT and MS agreed that it is important to meet with the committee to share the information they received from Mr. McIntosh.

SS requested that the Leisure Services Committee include the councilperson representing the district according to the location of the parks and playgrounds. MS agreed to this.

### **Public Safety Committee**

Co-Chairs: Danyelle Blackwell & Brian K. Burke

Members: Hafiz Tunis Jr., Matt Silva

BB asked if the new parking meter app cost the Township money. The CAO said that it is a positive revenue program. BB then asked about the progress of issuing parking permits. Mayor Keffer responded that the Director of Parking Enforcement, Sekela Coles, asked to “*table*” this for later because she is working on getting the Passport Program up and running first. BB stated that this permit is for overnight parking. Mayor Keffer responded that it is for “*residential*” overnight parking.

BB asked about restarting the Pilot Program for trash cleanups in the sixth and seventh district. The Mayor stated that the initial Pilot Program was successful, with 80 percent compliance. The Mayor also stated that she plans to expand this program to include more streets.

BB requested that Council receive reports from Parking Enforcement like the ones they received in the past. CAO Rongione said that he would ask Parking Enforcement Director Sekela Coles about supplying the reports.

LW clarified that the Pilot Program is the “*Street Sweeping*” Program.

SS brought up two matters. He wanted to know about the installation of more cameras on the streets. He also wanted to know about the process for installing speed humps. SS stated that the resident from the 7100 block of Midway Avenue is interested in installing speed humps on her street. CAO Rongione responded that there are PennDOT regulations. Therefore, the Township must meet PA DOT standards prior to the installation of speed humps. Mayor Keffer elaborated that the Township has installed the first speed humps on Owen Avenue as part of the Pilot Program. Our Township Engineer Mike Galante has been working with PennDOT and the residents. Public Works have the equipment to perform standard testing required by PennDOT. However, the Township is limited with staff and the equipment to perform these tests. The Mayor assured SS she would add



the 7100 block of Midway Avenue to the list for evaluation to install speed humps. Mayor Keffer further explained that there are other traffic calming devices to be considered if speed humps are not an option.

LW brought up the topic of the security cameras since it was the other topic that SS inquired about. CAO Rongione stated that the Township has had some success with the limited number of cameras installed to identify illegal dumping. The CAO said that the goal is to expand the security camera program. However, it is multi-faceted. It entails the cost of installation, the cost for monitoring and "*people power*" operating and viewing the cameras. Therefore, the Administration has been pursuing grants to fund this program. The CAO further stated that the street cameras are critically needed, especially in the 69<sup>th</sup> Street and Long Lane Business areas. Coincidentally, today Mayor Keffer and the CAO met with the largest stakeholder of the businesses about installing security cameras. They agreed that the cameras would be valuable. The next step is convincing other businesses to band together and support the camera initiative. This initiative is part of the Mayor's goal with revitalizing the area.

DB asked to add the 7200 block of Bradford to the list to evaluate for speed humps.

BB announced the hiring of 4 new firefighters.

### **Public Health and Environmental Affairs Committee**

Co-Chairs: Hafiz Tunis Jr. & Matt Silva

Members: Michelle Billups, Sheikh M. Siddique

SS asked about feral cats.

MS stated that the Committee would be meeting in the near future to discuss the TNR Ordinance in more detail. The current Ordinance appears to be more punitive while the TNR Ordinance focuses on prevention. LW stated that the current Stray Cat Ordinance is outdated and somewhat insignificant by referencing wildlife and shelters. Therefore, we need to finalize the TNR Ordinance.

### **Planning, Zoning and Building Code Committee**

Co-Chairs: Robert S. Gwin Jr. & Michelle Billups

Members: Donald P. Bonnett, Hafiz Tunis Jr.

**Introduction of Ordinance No. 3090**, an Ordinance of Upper Darby Township, Delaware County and the Commonwealth of Pennsylvania, establishing vacant property registration; repealing all Ordinances or parts thereof inconsistent herewith; and providing a severability clause

Solicitor Kilkenny gave a brief on **Ordinance No. 3090**

Solicitor Kilkenny paused after reading Section (4 A) pertaining to the fees. At this time, he informed Council that if they move forward with this Ordinance then they must create a separate Resolution establishing the fee for the nonrefundable annual registration of vacant properties. He made a suggestion of a \$200 fee. This amount is based upon his knowledge of the fee charged by the Municipality of Norristown.

Mayor Keffer added that this Ordinance is a useful tool with identifying abandoned properties and the owners. The Mayor stresses that this Ordinance would be helpful for our Code Enforcement Division with protecting the overall quality of life for the residents and homeowners.

MS pointed out that this would be helpful when pools are abandoned.

LW said that this was a good point.

**Motion to approve advertising: MS/SS: Moved and seconded. All in favor. Motion to advertise Ordinance No. 3090 is approved.**

**Resolution No. 03-21**, a Resolution for plan revision for the Drexeline Land Development

Mike Galante explained, per the recommendation of DEP that this updated Resolution is needed to move forward with sewer planning for the land development to reflect less anticipated flow.

Solicitor Kilkenny added that this is dependent upon the decision of the Zoning Hearing Board granting the zoning relief.

Solicitor Kilkenny gave a brief on **Resolution No. 03-21**. This will serve as the first reading.

**Motion to approve: RG/MB: Moved and seconded.**

BB wanted confirmation that this Resolution is strictly based upon the sewer flow and that Council will have to vote on the land development later.

Solicitor Kilkenny said that this is preliminary and contingent upon approval of the zoning relief. He said there will be a "*final*" land development approval, but at a much more limited scope.

BB asked for clarification of the layout of the apartment units.

DPB clarified that the record established at the Zoning Hearing Board was for an additional 48 units. Drexeline was originally approved for 142 units. If they are approved, they will construct 190 units with various bedroom counts.

**All in favor. Resolution No. 03-21 is approved.**

**Nothing for the January 27, 2021 Council Meeting**

**Municipal Services, Licensing and Public Works Committee**

Co-Chairs: Sheikh M. Siddique & Hafiz Tunis Jr.,

Members: Thomas P. Wagner Brian K. Burke

**Introduction of Ordinance No. 3091**, an Ordinance of Upper Darby Township amending Ordinance No. 2972 regarding the annual report due date for refuse and recyclables collected by commercial landlords and other applicable persons

Solicitor Richardson gave a brief on **Ordinance No. 3091**

Mayor Keffer expressed the need to approve this Ordinance. The Mayor is requesting flexibility with the deadline of January 31<sup>st</sup> to return the annual recycling report. The purpose is to increase the current rate of return and provide time to follow up with missing reports.

MB asked for clarification of the deadline for submitting the forms. Mayor Keffer reiterated that she is looking for flexibility, providing the businesses with more time to return the forms and the Administration more time to collect them.

SS asked if the Township could send a list of items that are acceptable for recycling.

LW pointed out that this was covered in the Mayor's Address.

RG asked if the Township receives a list of the vendors so that the Administration may follow up with them. CAO Rongione responded "Yes".

MS asked if food establishments have an impact on the performance rating. Mayor Keffer stated that schools and hospitals are also included. MS still needed some clarification of the purpose of this Ordinance. The Mayor clarified that this Ordinance is created to give the Administration flexibility with collecting the paperwork, so that there is ample time to collect outstanding paperwork.

Solicitor Richardson gave the official first reading of Ordinance No. 3091

**Motion to approve advertising: SS/MS: Moved and seconded. All in favor.  
Motion to advertise is approved.**

RG asked if there would be a penalty fee imposed upon those failing to return their recycling forms. Mayor Keffer stated that it might be something to consider. However, at this time her goal is to increase the rate of return.

HT requested that SS and he set up a meeting with the committee. LW offered to assist with setting up Google Meet for a virtual meeting.

#### **Event Planning Committee**

Co-Chairs: Michelle Billups & Danyelle Blackwell

Members: Hafiz Tunis Jr., Matt Silva

LW thanked the Event Planning Committee and Solicitor Richardson for their hard work on Resolution No. 02-21.

**Resolution No. 02-21**, a Resolution of Upper Darby Township, Delaware County, Commonwealth of Pennsylvania, in support of a peaceful and lawful transfer of power as described the United States Constitution.

Solicitor Richardson gave a brief on **Resolution No. 02-21**.

HT asked Council to support this Resolution. He expressed the importance of working together within our community.

RG stated that disagreements aside between both parties on Council, they have worked together for what was the “*best*” for the community.

SS stated that it was a shameful event as a Nation. SS further stated that he was saddened by the concerns of his children viewing such violence in America, much like that of third world countries.

TW expressed his appreciation of the comments given by RG. TW also stated it is necessary to re-address the violence that occurred on 69<sup>th</sup> Street. Otherwise, this Resolution gives the appearance of being partisan. However, he is willing to assume it is not partisan and is in favor of this Resolution.

MS apologized to TW for not including the violent incident that occurred on 69<sup>th</sup> Street this past summer. However, he just wanted to present something positive, considering the existing division on the national level as well as our community. Furthermore, MS is appreciative of his (TW) willingness to vote on this Resolution.

MB expressed that it is time for healing and reconciliation.

DB stated, “*Life, liberty and the pursuit of happiness is not a notion*”. DB stated that working together will make a better place for “*everyone*” to live.

HT expressed his gratitude for the unity between Democrats and Republicans. HT also wanted to let the people know it is feasible in Upper Darby Township.

TW suggested a roll call vote, considering it is an important subject matter.

**Motion to approve: RG/SS. A roll call vote was taken. All in favor. Resolution No. 02-21 is adopted.**

MB stated that the Committee would be celebrating African American women during the month of February, which is Black History Month. It will be a video biography of women for each day of the month of February and posted on the Council’s Website.

RG inquired about the literature contest hosted by the Township. In the past, student contestants would enter their poems pertaining to Black History. Some students received prizes according to their reviews from Council.

DB suggested continuing with this tradition. Therefore, she will consult with Dr. Coles.

SS proposed that Upper Darby Township change into the “*city*” of Upper Darby. Mayor Keffer explained that in spite of our size and population, we are not considered a city because we are not contiguous. However, it is something to consider, especially if it could improve our qualifications when applying for grants.

CAO Rongione agreed with Mayor Keffer that there is value in changing from a Township to a city. The CAO further stated this would require action both at the local and state levels.

### **Nothing for the January 27, 2021 Council Meeting**

#### **Law and Government & Rules and Procedures Committee**

Co-Chairs: Michelle Billups & Matt Silva

Members: Sheikh M. Siddique, Danyelle Blackwell

#### **Solicitor**

Solicitor Kilkenny reported that his office has shifted from the Budget to the Vacant Property Ordinance, the Recycling Ordinance and several other pieces of legislation. Mayor Keffer has provided a priority list to work on a monthly basis.

#### **Old Business**

BB asked for an update on Lynn Boulevard. The CAO stated that he would look into it and get back to BB before the end of the week.

#### **New Business**

MS wanted to thank everyone for voting “yes” on **Resolution No. 02-21**.



**Adjournment**

**Motion to adjourn: SS/RG: Moved and seconded. All in favor. Meeting adjourned at 9:30 pm.**

Respectfully submitted,

*Alexis Cicchitti*

Chief Municipal Clerk

AC/cmg

\*\*\*The video of this meeting can be viewed in its entirety on [youtube.com/upperdarby.org](https://youtube.com/upperdarby.org)\*\*\*

**UPPER DARBY TOWNSHIP  
DELAWARE COUNTY, PENNSYLVANIA**

**ORDINANCE NO. 3088**

**AN ORDINANCE OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, APPOINTING MICHELLE R. PORTNOFF AS SOLICITOR FOR THE LIMITED PURPOSE OF COLLECTING UNPAID MUNICIPAL CLAIMS FOR DELINQUENT ACCOUNTS AND APPROVING COLLECTION PROCEDURES, INTEREST ASSESSMENT, CREDIT CARD AND DEBIT CARD CHARGES, AND FEES AND COSTS TO BE ADDED TO THE AMOUNT COLLECTED; REPEALING ALL INCONSISTENT ORDINANCES OR PARTS THEREOF; PROVIDING A SEVERABILITY CLAUSE; AND AN EFFECTIVE DATE**

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WHEREAS, to be fair to all property owners and other residents of Upper Darby Township (the "Township"), it is necessary for the Township to recover promptly unpaid, delinquent abatement of nuisance accounts (the "Unpaid Claims"), if necessary, by legal proceedings; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. § 7101, *et seq.*, as amended (the "Act"), authorizes the addition of attorney fees, charges, costs, expenses, commissions and fees to the total payable with respect to the Unpaid Claims, but only if the municipality involved has approved by ordinance a schedule of such fees; and

WHEREAS, the Township has determined that it is in the best interest of all property owners and other residents to have vigorous enforcement of all Unpaid Claims and other unpaid charges, utilizing the procedures set forth in the Act, except in cases of serious hardship, which the Township will address on a case-by-case basis pursuant to uniform policies; and

WHEREAS, the Township has reviewed the subject of interest and attorney fees for collection matters, and has determined that the fees set forth in this Ordinance are reasonable in amount for the services herein described.

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY THE TOWNSHIP COUNCIL AS FOLLOWS:

**1. Fees to be Added to the Unpaid Claims.** The Township hereby approves the following fee schedule for the collection of the Unpaid Claims, which fees shall be added to the Unpaid Claims.

(a) Notice of Fee Shifting Expense. A charge of \$40.00 plus applicable postage shall be added to the Unpaid Claims for providing notice of fee shifting pursuant to § 7106 of the Act. The Township may hire a private company to perform this service and add the amount of this charge to the Unpaid Claims.

(b) Legal Fees.

Initial review and sending first demand letter	\$160.00
File lien and prepare satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Obtain re-issued writ	\$ 30.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 30.00
Prepare Motion for Alternate Service	\$250.00
Obtain vehicle identification number (VIN) for mobile home	\$ 35.00
Prepare discovery in preparation for trial	\$100.00
Prepare Pre-Trial Memorandum	\$150.00
Prepare Motion for Judgment for Want of Sufficient Affidavit of Defense pursuant to 53 P.S. § 7271	\$150.00
Prepare Default Judgment	\$175.00
Prepare Writ of Execution	\$800.00
Attendance at sale; review schedule of distribution and resolve distribution issues	\$400.00
Continue sheriff sale	\$ 50.00
Prepare Petition to Assess Damages	\$ 50.00
Prepare Petition for Free and Clear Sale	\$400.00
Services not covered above	At an hourly rate between \$60.00-\$275.00 per hour

(c) Collection Fees.

Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
------------------------------------------------------	----------

Bookkeeping fee for payment plan of more than  
3 months \$ 50.00

Handling fee for returned check Bank charge, if any

**2. Costs to be Added to the Unpaid Claims.** In addition to the fees set forth in Section 1 above, the reasonable and necessary out-of-pocket charges, costs, expenses, commissions and fees incurred in the collection of the Unpaid Claims, including, but not limited to, postage, title searches, VIN searches, prothonotary fees and charges, and sheriff fees and charges, shall be added to the Unpaid Claims.

**3. Credit Card and Debit Card Charges.** The Township authorizes any attorney or private collector collecting the Unpaid Claims to accept payment of the Unpaid Claims by credit card or debit card. When payment is made by credit card or debit card, any fees charged by the credit card company, debit card company, credit card servicing agent, or debit card servicing agent shall be charged immediately to the credit card or debit card used to make payment. This applies to credit card or debit card payments made by mail, telephone, over the internet, or in person.

**4. Interest.** Interest will be assessed upon the Unpaid Claims at a rate of 10% per annum and added to the Unpaid Claims.

**5. Collection Procedures.** The following collection procedures are hereby established in accordance with the Act:

(a) At least thirty (30) days prior to assessing or imposing attorney fees in connection with the collection of an Unpaid Claim account, the Township or its designee shall mail or cause to be mailed, by certified mail, return receipt requested, a notice of such intention to the property owner or other entity liable for the account (collectively, the "Property Owner").

(b) If the certified mail notice is undelivered, then, at least ten (10) days prior to assessing or imposing such attorney fees, the Township or its designee shall mail or cause to be mailed, by first class mail, a second notice to the Property Owner.

(c) All notices required by this Ordinance shall be mailed to the Property Owner's last known post office address as recorded in the records or other information of the Township or such other address obtained by the Township from the county tax assessment office.

(d) Each notice as described above shall include the following:

(i) The type of tax, municipal claim or other charge, the year that it became due and the amount owed, including penalty and interest;

(ii) A statement of the Township's intent to impose or assess attorney fees no earlier than thirty (30) days after receipt of the first notice, or no earlier than ten (10) days after receipt of the second notice;



(iii) The manner in which the imposition or assessment of attorney fees may be avoided by payment of the account; and

(iv) The place of payment for accounts and the name and telephone number of the Township's representative designated as responsible for collection matters.

**6. Related Action.** The Chief Administrative Officer, or his designee, is hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

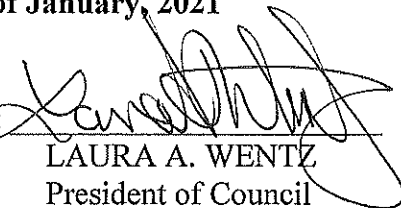
**7. Appointment of Solicitor.** The Township appoints Michelle R. Portnoff, Esquire, as Solicitor for the limited purpose of collecting the Unpaid Claims and hereby authorizes her, and all attorneys employed by Portnoff Law Associates, Ltd., to sign any and all documents, including municipal claims and liens, on behalf of the Township.

**8. Repealer.** Except as specifically hereby amended, the General Laws of the Township of Upper Darby are hereby ratified and confirmed in their entirety. Any ordinance or part of ordinance to the extent that it is inconsistent herewith is hereby repealed.

**9. Severability.** If any provision or part of this Ordinance is held invalid, the remaining provisions or parts of this Ordinance shall not be affected thereby. If the application of this Ordinance or any of its provisions or parts to any persons, property or circumstances is held invalid, the application of this Ordinance to other persons, property or circumstances shall not be affected thereby.

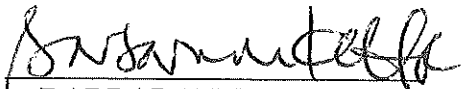
**10. Effective Date.** This Ordinance shall become effective thirty (30) days following final adoption by the Township Council and publication as required by law.

**ENACTED AND ORDAINED this 13<sup>th</sup> day of January, 2021**

BY:   
LAURA A. WENTZ  
President of Council

ATTEST:   
MICHELLE BILLUPS  
Secretary of Council

Ordinance No. 3088 is hereby approved this 13<sup>th</sup> day of January, 2021

BY:   
BARBARANN KEFFER  
Mayor

ATTEST:   
VINCENT A. RONGIONE, ESQ.  
Chief Administrative Officer

# OBERMAYER



## Memorandum

**To:** Upper Darby Township Council

**From:** W. Patrick Scott, Esq.

**Date:** January 13, 2021

**Re:** Summary of Resolution 01-21

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Council,

For purposes of the minutes of the meeting held today to consider Resolution 01-21, as Bond Counsel to the Township, I read the caption of Resolution 01-21 and provided a summary of the Resolution as follows:

- Under the Local Government Unit Debt Act, the Township is permitted to issue a Tax and Revenue Anticipation Note (a "TRAN"), the proceeds of which would be used to alleviate cash flow concerns pending the Township's receipt of tax and other revenue during the fiscal year.
- In this case, it was determined by the Administration and the Township's finance team that the Township would benefit by the issuance of a TRAN in the amount of \$5,000,000.
- The amount of a TRAN is limited to 85% of the anticipated tax and revenues to be received while the note is outstanding; Township officials have certified that it expects to receive approximately \$50,000,000 in revenue through April 30, 2021. This is well within the limit.
- The Administration solicited a proposal from PNC Bank, which is attached to the Resolution; PNC would offer the TRAN at an interest rate of 1%. The TRAN would mature on April 30, 2021, and would be payable in full at that time.
- The Resolution authorizes Township Officers to accept PNC's proposal, submit the appropriate materials to the PA Department of Community and Economic Development, and otherwise execute the documents associated with the TRAN.
- The resolution also authorizes the grant of a security interest in the Township's tax and revenue collections during the term of the TRAN.

Respectfully Submitted,

**RESOLUTION 01-21**

**UPPER DARBY TOWNSHIP,  
DELAWARE COUNTY, PENNSYLVANIA  
AUTHORIZING THE ISSUANCE AND SALE OF A TAX AND REVENUE  
ANTICIPATION NOTE OF THE TOWNSHIP IN THE FISCAL YEAR ENDING  
DECEMBER 31, 2021; DETERMINING THE PRINCIPAL  
AMOUNT OF SUCH NOTE AND THE FORM AND TERMS OF SUCH NOTE;  
AUTHORIZING THE AWARD OF SUCH NOTE;  
AND MAKING CERTAIN OTHER DETERMINATIONS  
IN CONNECTION THEREWITH.**

**WHEREAS**, Upper Darby Township, Delaware County, Pennsylvania (“Township”), a home-rule municipality of the Commonwealth of Pennsylvania (“Commonwealth”), has the power and authority, pursuant to the Pennsylvania Local Government Unit Debt Act, 53 Pa.C.S. Chs. 80-82 (“Act”), to borrow money from time to time in any fiscal year in anticipation of the receipt by the Township in that fiscal year of current taxes and revenues, and to evidence such borrowing by the issuance and sale of tax and revenue anticipation notes; and

**WHEREAS**, the cash flow forecast with respect to budget requirements of the Township for fiscal year ending December 31, 2021 (“2021 Fiscal Year”) indicates that the Township will experience cash flow deficits during the 2021 Fiscal Year pending receipt of current taxes and other current revenues of the Township; and

**WHEREAS**, the Township has determined that, in light of the anticipated cash needs of the Township during the 2021 Fiscal Year, it is desirable for the Township to authorize a tax and revenue anticipation borrowing, the proceeds of which shall be applied to the funding of the Township’s cumulative cash flow deficits for the 2021 Fiscal Year; and

**WHEREAS**, the Township has determined to authorize, in accordance with the Act, in the 2021 Fiscal Year, the issuance and sale of a tax and revenue anticipation note evidencing such tax and revenue anticipation borrowing.

**NOW, THEREFORE, BE IT RESOLVED** by the Council of Upper Darby Township, Delaware County, Pennsylvania, in lawful session duly assembled, as follows:



**Section 1. Authorization.** Authorization is hereby given for the issuance of a tax and revenue anticipation note of the Township in the 2021 Fiscal Year, designated as the "Tax and Revenue Anticipation Note, Series of 2021 (Federally Taxable)," to be issued in one series in the principal amount of \$5,000,000 ("Note").

The Note is being authorized hereby and issued in the 2021 Fiscal Year for the purpose of funding the cumulative cash flow deficit of the Township forecasted to occur in the 2021 Fiscal Year.

**Section 2. Term of Note.** The Note shall be dated the date of delivery thereof and payment therefor, and shall be stated to mature on April 30, 2021, which date is within the fiscal year of the Township in which the Note is authorized and issued. The Note shall be subject to prior redemption on terms and conditions as provided in the Note.

**Section 3. Principal Amount of Note Within Statutory Limit.** It is hereby determined that the principal amount of the Note does not exceed the lesser of:

(i) Eighty-five percent (85%) of the sum of taxes levied for the 2021 Fiscal Year and other current revenues for such fiscal year to be received by the Township during the period when the Note shall be outstanding and which are pledged for payment of the Note, as estimated and certified by the Chief Administrative Officer (the "CAO"), or any other Authorized Officer (hereinafter defined) and attested by the Chief Municipal Clerk of the Township ("Chief Municipal Clerk") or any other Authorized Officer (hereinafter defined) in accordance with the Act (said certified estimate being annexed hereto as Exhibit "A" and made a part hereof by this reference as though fully set forth herein); or

(ii) The maximum anticipated cumulative cash flow deficit of the Township during the 2021 Fiscal Year, as computed by the administrative staff of the Township in accordance with the Internal Revenue Code of 1986, as amended ("Code"), and the regulations promulgated thereunder.

**Section 4. Purchase of the Note.** It is hereby determined that it is in the best financial interest of the Township to affect a private, negotiated sale of the Note. The proposal of PNC Bank, National Association ("Purchaser"), to purchase the Note from the Township at not less than

par on the terms and conditions set forth in the written proposal presented to this meeting, a copy of which is attached to this Note Resolution as Exhibit "B" (the "Purchase Contract"), is hereby accepted.

**Section 5. Execution and Delivery of the Purchase Contract.** The Mayor, Chief Municipal Clerk, Chief Administrative Officer, the President or Vice President of the Council of the Township (each an "Authorized Officer") is hereby authorized to evidence the acceptance of the Purchase Contract authorized hereunder by executing and delivering the Purchase Contract and to the Purchaser.

**Section 6. Rate of Interest.** The Note shall bear a fixed rate of interest of 1.00%. Interest shall be computed on a 30/360 day basis.

**Section 7. Pledge and Security Interest.** As required by Section 8125(a) of the Act, the Note shall be equally and ratably secured by a pledge of, security interest in and lien and charge on, the taxes and revenues of the Township to be received during the period when the Note will be outstanding.

Any Authorized Officer of the Township is hereby authorized and directed to prepare and file, or have filed, on behalf of the Township, in favor of the Fiscal Agent (hereinafter defined), as secured party on behalf of the holders of the Note, and cause the filing of an appropriate financing statement in accordance with the Pennsylvania Uniform Commercial Code in order to perfect such pledge, security interest, lien and charge.

The Fiscal Agent (hereinafter defined) shall enforce such pledge, security interest and lien and charge on behalf of the holder of the Note, in accordance with the provisions of this Resolution and the Act, including, without limitation, Section 8125 of the Act. The registered owner of the Note shall deliver its Note to the Fiscal Agent upon request of the Fiscal Agent (hereinafter defined) in order to enable the Fiscal Agent to implement such enforcement.

**Section 8. Form and Provisions of the Note.** The form and provisions of the Note shall be as set forth in the form of Note annexed hereto as Exhibit "C" and made a part hereof by this reference as though fully set forth herein, which form and provisions are hereby affirmed,

approved and adopted. The Note shall be issued in fully registered form, in the denomination of \$5,000,000.

**Section 9. Registration and Transfer.**

(a) The Township shall keep at the designated corporate trust office of the Fiscal Agent (hereinafter defined), books for the registration, exchange and transfer of Note and hereby appoints the Fiscal Agent (hereinafter defined) its registrar and transfer agent to keep such books and to make such registrations, exchanges and transfers under such regulations as the Township or the Fiscal Agent (hereinafter defined) may prescribe and as set forth in the form of Note.

(b) The Note may be transferred upon the registration books upon delivery to the Fiscal Agent (hereinafter defined) of the Note accompanied by a written instrument or instruments of transfer in form and with guaranty of signature satisfactory to the Fiscal Agent (hereinafter defined), duly executed by the registered owner of the Note to be transferred or his duly authorized attorney-in-fact or other legal representative, containing written instructions as to the details of the transfer of such Note. No transfer of any Note shall be effective until entered on the registration books maintained by the Fiscal Agent (hereinafter defined) or its successor. In like manner Note may be exchanged by the registered owners thereof or by their duly authorized attorneys-in-fact or other legal representative for Notes of authorized denomination or denominations in the same aggregate principal amount.

**Section 10. Execution and Authentication of Note.** The Note shall not be valid or obligatory in the hands of the holder thereof unless executed in the name and on behalf of the Township by the facsimile or manual signature of any Authorized Officer, attested by the facsimile or manual signature of any Authorized Officer.

**Section 11. Sinking Fund Depository and Fiscal Agent.** PNC Bank, National Association, having an office in Philadelphia, Pennsylvania, is hereby appointed sinking fund depository and fiscal agent ("Fiscal Agent") to act as registrar and transfer agent, sinking fund depository, fiscal and paying agent for the Note. Any successor Fiscal Agent shall be a bank or national banking association or a trust company.

**Section 12. Sinking Fund.** There is hereby established a sinking fund for the Note to be designated "Upper Darby Township, Delaware County, Pennsylvania, Tax and Revenue Anticipation Note, Series of 2021 Sinking Fund" ("Sinking Fund"), to be held by the Fiscal Agent irrevocably in trust for the benefit of the holders of the Note. The Sinking Fund shall be held by the Fiscal Agent separate and apart from all other funds of the Township and the Fiscal Agent.

The Township hereby covenants, and appropriate officers of the Township are hereby authorized and directed, to pay to the Fiscal Agent for irrevocable deposit into the Sinking Fund the principal of and interest due on the Note on April 30, 2021.

Failure of the Township to make any payment in full when due on the date specified in the preceding paragraph shall be cause for the immediate enforcement of the pledge, security interest, lien and charge granted in Section 8125 of the Act and in Section 7 hereof. The Fiscal Agent shall enforce such pledge, security interest, lien and charge as provided in Section 8125 of the Act and in Section 7 hereof.

**Section 13. Investment of Sinking Fund Moneys.** The Fiscal Agent shall, to the extent not required for immediate payment of the Note, invest the moneys held in the Sinking Fund, at the written direction of the Township, in direct obligations of the United States of America or obligations the principal of and interest on which are unconditionally guaranteed by the full faith and credit of the United States of America ("Government Obligations"). All Government Obligations shall mature or be subject to redemption all at the option of the holder at not less than par on or prior to the maturity date of the Note.

**Section 14. Application of Sinking Fund Moneys.** The Fiscal Agent shall apply the moneys, deposits and investments held in the Sinking Fund to the payment of the Note when the same become due and payable, all in accordance with the Act, the Note and the provisions hereof. Payments from the Sinking Fund shall be applied first to interest and then to principal. When payment in full of the Note has been made from the Sinking Fund, any balance in the Sinking Fund shall be paid by the Fiscal Agent to the Township, at the written direction of the Township.

**Section 15. Note to be a General Obligation of the Township.** The Note shall be a general obligation of the Township and, if the same shall not be paid within the fiscal year in which it is issued, shall be deemed to be non-electoral debt of the Township enforceable in the manner

of a general obligation which, unless funded pursuant to the Act, shall be included in the budget of the Township for the ensuing fiscal year and shall be payable from the taxes and revenues of such ensuing fiscal year, as required by the Act.

**Section 16. Ratification of Prior Action.** All actions heretofore taken and all documents heretofore prepared by all officers of the Township, in connection with the Note and other matters contemplated hereby, are hereby ratified, confirmed and adopted.

**Section 17. Resolution and Act a Contract; Amendment.** This Resolution and the Act as in force on the date hereof shall constitute a contract between the Township and the registered owners from time to time of the Note.

**Section 18. Appointment of Bond Counsel and Municipal Advisor.** The law firm of Obermayer Rebmann Maxwell & Hippel LLP of Philadelphia, Pennsylvania, is hereby appointed Bond Counsel and PFM Financial Advisors LLC of Harrisburg, Pennsylvania is hereby appointed Municipal Advisor.

**Section 19. Further Action.** The Authorized Officers of the Township are hereby severally authorized and directed to take or cause to be taken such further action and to prepare, execute and file such documents and instruments as they may consider necessary or appropriate to implement the purposes of this Resolution and the Purchase Contract.

The Authorized Officers of the Township are hereby authorized and directed to pay, at or subsequent to the closing for the issuance of the Note, all costs and expenses of the issuance of the Note incurred by or on behalf of the Township or required to be paid by the Township.

**Section 20. Filing with the Pennsylvania Department of Community and Economic Development.** Proper officers of the Township are hereby authorized and directed to cause the filing of a certified copy of this Resolution, the certificate as to the taxes and revenues remaining to be collected and a true copy of the Purchase Contract with the Pennsylvania Department of Community and Economic Development, as required by Section 8128 of the Act.

**Section 21. Headings.** Headings used in this Resolution are for the ease of reference only and do not form a part hereof.

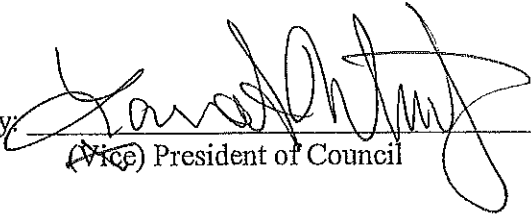
**Section 22. Repeals.** All resolutions and parts of resolutions, to the extent the same are inconsistent herewith, are hereby rescinded and repealed.

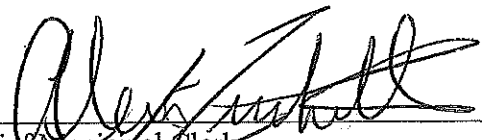
**Section 23. Effective Date.** This Resolution shall be effective immediately, this 13<sup>th</sup> day of January, 2021.

DULY ADOPTED AND RESOLVED, THIS 13<sup>th</sup> DAY OF JANUARY, 2021.

**UPPER DARBY TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA**

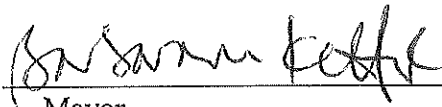
[SEAL]

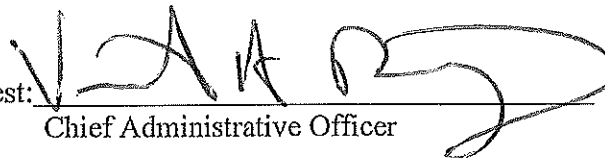
By:   
~~(Vice)~~ President of Council

Attest:   
Chief Municipal Clerk

APPROVED THIS 13<sup>TH</sup> DAY OF JANUARY, 2021.

**UPPER DARBY TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA**

By:   
Mayor

Attest:   
Chief Administrative Officer

UPPER DARBY TOWNSHIP  
(Delaware County, Pennsylvania)

TAX AND REVENUE ANTICIPATION NOTE, SERIES 2021  
(FEDERALLY TAXABLE)

The undersigned, as authorized signatories of Upper Darby Township, Delaware County, Pennsylvania, do hereby authorize the funding of the \$5,000,000 Tax and Revenue Anticipation Note, Series 2021 (Federally Taxable) in its entirety by wiring funds into the following account:

Bank Name: Wells Fargo Bank  
Account Name: Upper Darby Township General Fund  
Account Number: 2100019679773  
ABA Transit Number: 121000248

I have hereunto set my hand this 13<sup>th</sup> day of January, 2021.

UPPER DARBY TOWNSHIP  
DELAWARE COUNTY, PENNSYLVANIA

[SEAL]

By:   
BARBARANN KEFFER  
Mayor

ATTEST:   
ALEXIS CICCCHITTI  
Chief Municipal Clerk



**EXHIBIT "A"**

**UPPER DARBY TOWNSHIP, DELAWARE COUNTY,  
PENNSYLVANIA**

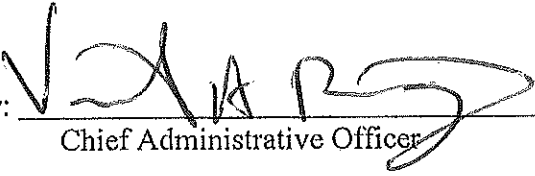
**Certificate as to Amount of Township  
Taxes and Revenues to be Collected or Received  
During the Period When the Tax and Revenue  
Anticipation Note, Series of 2021 (Federally Taxable)  
Will Be Outstanding**

The undersigned, Chief Administrative Officer and Chief Municipal Clerk of Upper Darby Township, Delaware County, Pennsylvania ("Township"), hereby certify, pursuant to Section 8126 of the Pennsylvania Local Government Unit Debt Act, Act No. 53 Pa.C.S. Chs. 80-82 ("Act"), as follows:

1. This Certificate is given as of a date not more than thirty (30) days prior to the authorization, by resolution of the Council of the Township to be considered on January 13, 2021, of the issuance and sale of \$5,000,000 principal amount of the Township's Tax and Revenue Anticipation Note, Series of 2021 (Federally Taxable) ("Note");
2. The Note will be outstanding for a period ending no later than April 30, 2021.
3. The amount of moneys estimated to be received by the Township during the period when the Note will be outstanding from taxes then levied and assessed and from other revenues, including, without limitation, subsidies and reimbursements, is attached to this Certificate as Schedule I, and is at least \$5,000,000; and
4. The foregoing estimate takes due account of the past and anticipated collection experience of the Township and of current economic conditions.

WITNESS the due execution of this Certificate as of the 11<sup>th</sup> day of January, 2021.

[SEAL]

By:   
Chief Administrative Officer

Attest:

  
Chief Municipal Clerk

Schedule I

**Anticipated Taxes and Revenues  
Fiscal Year 2021**

<b>Date</b>	<b>Amount</b>
January	\$848,000
February	\$4,991,000
March	\$31,193,000
April	\$13,337,000
<b>TOTAL</b>	<b>\$50,369,000</b>

**UPPER DARBY TOWNSHIP  
(Delaware County, Pennsylvania)**

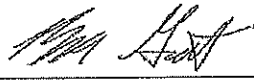
**TAX AND REVENUE ANTICIPATION NOTE, SERIES 2021  
(FEDERALLY TAXABLE)**

**TERMS OF PROPOSAL**

I, a duly authorized officer of PNC Bank, National Association, do hereby certify in connection with the above-described Note that the attached Proposal was duly made and delivered to the Local Government Unit not later than the date of adoption of the Resolution and that its exact Terms are:

Interest Rate:	1.00%
Principal Amount:	\$5,000,000
Price:	Par
Dated:	Date of Delivery
Maturity Date:	April 30, 2021
Early Redemption or Prepayment:	Permitted in accordance with the Purchase Proposal

PNC BANK, NATIONAL ASSOCIATION

By:   
Benjamin Ganter, Vice President

**UPPER DARBY TOWNSHIP**  
**(Delaware County, Pennsylvania)**

**PROPOSAL**

**FOR PURCHASE OF**  
**TAX AND REVENUE ANTICIPATION NOTE, SERIES 2021**  
**(FEDERALLY TAXABLE)**

PNC Bank, National Association (the "Purchaser") hereby offers to purchase, and Upper Darby Township, Delaware County, Pennsylvania (the "Township"), hereby agrees, by adoption of a proper awarding Note Resolution, to sell, its Tax and Revenue Anticipation Note, Series 2021 (Federally Taxable) (the "Note"), dated, in the principal amount, bearing interest at the rate, payable at maturity on April 30, 2021, and subject to early redemption or prepayment, as set forth in the attached Terms. The Note will have the further terms and provisions as contained in the Note Resolution and in this Proposal.

All notice, filing and legal fees incurred in connection with the issuance and sale of the Note, as provided in the Note Resolution or as contemplated by this Proposal, shall be paid by the Township.

In accordance with the Terms of Proposal, if applicable, upon at least five (5) business days prior written notice to the Purchaser, the Township has the right to prepay all or part of the outstanding principal and interest on the Note. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Township (whether voluntary, on default or otherwise), the Purchaser may require, if it so elects, the Township to pay the Purchaser as compensation for the cost of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 "Selected Interest Rates" (or, if no such U.S. Treasury yield is published therein for any reason, then the U.S. Treasury yield as published in another publication determined by the Purchaser). For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Cost of Prepayment shall also apply to any payments made after acceleration of the maturity of the Note.

If the Township fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of the Note within fifteen (15) calendar days of the date due and payable, the Township also shall pay to the Purchaser a late charge equal to the lesser of five percent (5%) of the amount of such payment or \$100.00 (the "Late Charge"). Such fifteen-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Purchaser's option upon the

occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, the Note shall bear interest at a rate per annum (based on a year of 360 days and actual days elapsed) which shall be equal to greatest of (i) the Prime Rate plus 3.0%, (ii) the Overnight Bank Funding Rate plus 3.5% and (iii) 7.0%, but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on the Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Purchaser's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Purchaser's exercise of any rights and remedies thereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Purchaser may employ. In addition, the Default Rate reflects the increased credit risk to the Purchaser of carrying a loan that is in default. The Township agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Purchaser, and that the actual harm incurred by the Purchaser cannot be estimated with certainty and without difficulty.

"Prime Rate" shall mean the rate publicly announced by the Purchaser from time to time as its prime rate. The Prime Rate is determined from time to time by the Purchaser as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Purchaser to any particular class or category of customers.

"Overnight Bank Funding Rate" shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Purchaser for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Purchaser at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than fifty basis points (.50%), then such rate shall be deemed to be fifty basis points (.50%). The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Township.

If the Purchaser determines that any Change in Law affecting it, regarding legal, capital or reserve requirements has or would have the effect of increasing the cost of, or reducing the rate of return on its capital or on the capital of the Purchaser's holding company, as a consequence of the Note, to a level below that which the Purchaser could have achieved but for such Change in Law (taking into consideration the Purchaser's policies and the policies of the Purchaser's holding company), then from time to time the Township will pay to the Purchaser such additional amount or amounts as will compensate it for any such reduction suffered.

"Change in Law" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or

(c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; provided, that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

“Law” shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award by or settlement agreement with any Official Body.

“Official Body” shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision) or any successor or similar authority to any of the foregoing.

The occurrence of any of the following events shall be deemed an Event of Default under the Note:

(a) Default in the payment of principal or interest on the Note for a period in excess of fifteen (15) days or any other default under the terms of the Note; or

(b) Default in the performance of any covenant or agreement set forth in the Resolution or in the Note or the occurrence of a default under any other agreement between the Township and the Purchaser; or

(c) Any representation or warranty made by the Township is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Township pursuant to the Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) The Township shall fail or refuse to comply with any provisions of the Local Government Unit Debt Act, or shall for any reason be rendered incapable of fulfilling its obligations under the Note or thereunder; or

(e) The Township shall become insolvent or shall be unable to pay its debts as they mature, or the Township shall cease operations, file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any

involuntary petition pursuant to any Act of Congress relating to bankruptcy, or shall be the subject of any order for relief, or shall make an assignment for the benefit of creditors or make an assignment to an agent (authorized to liquidate any substantial amounts of the assets of the Township), or shall apply for or consent to or suffer the appointment of a receiver or trustee for the Township or a substantial part of its property; or

(f) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Township or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Township, or an order shall be entered at either the state court level enjoining or preventing the Township from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Purchaser by the Township.

Upon the occurrence of an Event of Default specified in clause (e) or (f) above, the outstanding principal balance and accrued interest under the Note, together with any additional amounts payable thereunder shall be immediately due and payable without demand and without notice of any kind, at the Purchaser's option. Further, at the Purchaser's option, the Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and the Purchaser may exercise from time to time any of the rights and remedies available under the Resolution or under applicable law.

As conditions precedent to the obligation of the Purchaser to purchase the Note, the Township shall prepare and deliver, or cause to be prepared and delivered, the following documents, all in form and substance satisfactory to the Purchaser:

1. A duplicate original of the Certificate and Transmittal containing authorization for the issuance of the Note, including the duly adopted Note Resolution of the Governing Body, this Proposal and the Certificate as to Collections and Expenditures, all as filed with the Department of Community and Economic Development of the Commonwealth of Pennsylvania, and accompanied by a Filing Receipt.
2. The properly completed and executed Settlement Certificate and Receipt.
3. An opinion of Bond Counsel dated the date of delivery of the Note to the effect that the proceedings for the authorization and issuance of the Note have been duly and properly taken; that the Note has been duly and properly executed; that the Note is a valid and binding obligation of the Township, enforceable in accordance with its terms; and that the Note is secured by the pledge of, security interest in, and lien and charge on, the taxes and other revenues to be received by the Township during the period the Note will be outstanding.
4. An original Note, duly executed and delivered.
5. A properly completed Financing Statement.



DULY EXECUTED by an authorized officer of the Purchaser as of the date of adoption of the Note Resolution by means of the signature set forth in the Terms of Proposal.

**EXHIBIT "C"**

**FORM OF NOTE**

(Original To Be Signed At Closing)

**FORM OF NOTE ONLY – ORIGINAL TO BE SIGNED AT CLOSING**

**TAX AND REVENUE ANTICIPATION NOTE, SERIES 2021  
(FEDERALLY TAXABLE)**

Issuance Date: January \_\_, 2021  
Maturity Date: April 30, 2021  
Interest Rate: \_\_\_% Principal Amount: \$5,000,000

UPPER DARBY TOWNSHIP, Delaware County, Pennsylvania (the "Township"), for value received and intending to be legally bound, hereby acknowledges itself indebted and promises to pay to the Registered Owner hereof (as identified on the attached Registration Form incorporated herein by reference) the principal sum of Five Million Dollars (\$5,000,000), together with interest thereon from the Issuance Date hereof at the stated Interest Rate, based on a 30-day month and a 360-day year, on the Maturity Date hereof, upon presentation and surrender of this Note at the office of the Township, in the coin or currency of the United States of America that is, at the time and place of payment, legal tender for the payment of public and private debts. This Note is subject to prepayment prior to the Maturity Date in accordance with the terms hereof.

This Note is issued under and pursuant to the Local Government Unit Debt Act of the Commonwealth of Pennsylvania, as codified by the Act of December 19, 1996 (P.L. 1158, No. 177), as amended (the "Debt Act"). The indebtedness evidenced hereby is a borrowing in anticipation of taxes and revenues to be received by the Township during the period in which this Note is outstanding and is to be repaid from such taxes and revenues once received. In the event of any default hereunder, the Township will pay the Registered Owner's reasonable costs and expenses incurred in collection of the amounts due hereunder. The Township hereby pledges and grants (equally and ratably with all other tax and revenue anticipation notes issued by the Township for the current fiscal year) to the Registered Owner of this Note, a first lien and charge on, and security interest in, its taxes, accounts and general intangibles, including "Total Revenues" (as defined in the Debt Act) to be received during the period when this Note is outstanding (including any period of default) in order to secure the payment of the principal indebtedness evidenced hereby and the interest hereon.

This Note is executed and delivered pursuant to a Resolution adopted by the Township upon the affirmative vote of at least a majority of the members of its Governing Body at a public meeting duly and regularly held, and after filing with the Department of Community and Economic Development of the Commonwealth of Pennsylvania the documents required by Section 8128 of the Debt Act.

Upon at least five (5) business days' prior written notice to the holder, the Township has the right to prepay all or part of the outstanding principal and interest hereunder. Notwithstanding anything contained herein to the contrary, upon any prepayment by or on behalf of the Township (whether voluntary, on default or otherwise), the Registered Owner may require, if it so elects, the Township to pay the Registered Owner as compensation for the costs of being prepaid an amount equal to the Cost of Prepayment. "Cost of Prepayment" means an amount equal to the present

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value, if positive, of the product of (a) the difference between (i) the yield, on the beginning date of the applicable interest period, of a U.S. Treasury obligation with a maturity similar to the applicable interest period, minus (ii) the yield on the prepayment date, of a U.S. Treasury obligation with a maturity similar to the remaining maturity of the applicable interest period, and (b) the principal amount to be prepaid, and (c) the number of years, including fractional years, from the prepayment date to the end of the applicable interest period. The yield on any U.S. Treasury obligation shall be determined by reference to Federal Reserve Statistical Release H.15 "Selected Interest Rates" (or, if no such U.S. Treasury yield is published therein for any reason, then the U.S. Treasury yield as published in another publication determined by the Purchaser). For purposes of making present value calculations, the yield to maturity of a similar maturity U.S. Treasury obligation on the prepayment date shall be deemed the discount rate. The Costs of Prepayment shall also apply to any payments made after acceleration of the maturity of this Note.

If the Township fails to make any payment of principal, interest or other amount coming due pursuant to the provisions of the Note within fifteen (15) calendar days of the date due and payable, the Township also shall pay to the Registered Owner a late charge equal to the lesser of five percent (5%) of the amount of such payment or \$100.00 (the "Late Charge"). Such fifteen-day period shall not be construed in any way to extend the due date of any such payment. Upon maturity, whether by acceleration, demand or otherwise, and at the Registered Owner's option upon the occurrence of any Event of Default (as hereinafter defined) and during the continuance thereof, the Note shall bear interest at a rate per annum (based on a year of 360 days and actual days elapsed) which shall be equal to the greatest of (i) the PNC Prime Rate plus 3.0%, (ii) the Overnight Bank Funding Rate plus 3.5% and (iii) 7.0% but not more than the maximum rate allowed by law (the "Default Rate"). The Default Rate shall continue to apply whether or not judgment shall be entered on the Note. Both the Late Charge and the Default Rate are imposed as liquidated damages for the purposes of defraying the Registered Owner's expenses incident to the handling of delinquent payments, but are in addition to, and not in lieu of, the Registered Owner's exercise of any rights and remedies thereunder, or under applicable law, and any fees and expenses of any agents or attorneys which the Registered Owner may employ. In addition, the Default Rate reflects the increased credit risk to the Registered Owner of carrying a loan that is in default. The Township agrees that the Late Charge and Default Rate are reasonable forecasts of just compensation for anticipated and actual harm incurred by the Registered Owner, and that the actual harm incurred by the Registered Owner cannot be estimated with certainty and without difficulty.

"Prime Rate" shall mean the rate publicly announced by the Registered Owner from time to time as its prime rate. The Prime Rate is determined from time to time by the Registered Owner as a means of pricing some loans to its borrowers. The Prime Rate is not tied to any external rate of interest or index, and does not necessarily reflect the lowest rate of interest actually charged by the Registered Owner to any particular class or category of customers.

"Overnight Bank Funding Rate" shall mean, for any day, the rate comprised of both overnight federal funds and overnight Eurocurrency borrowings by U.S.-managed banking offices

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of depository institutions, as such composite rate shall be determined by the Federal Reserve Bank of New York ("NYFRB"), as set forth on its public website from time to time, and as published on the next succeeding Business Day as the overnight bank funding rate by the NYFRB (or by such other recognized electronic source (such as Bloomberg) selected by the Registered Owner for the purpose of displaying such rate); provided, that if such day is not a Business Day, the Overnight Bank Funding Rate for such day shall be such rate on the immediately preceding Business Day; provided, further, that if such rate shall at any time, for any reason, no longer exist, a comparable replacement rate determined by the Registered Owner at such time (which determination shall be conclusive absent manifest error). If the Overnight Bank Funding Rate determined as above would be less than fifty basis points (.50%), then such rate shall be deemed to be fifty basis points (.50%). The rate of interest charged shall be adjusted as of each Business Day based on changes in the Overnight Bank Funding Rate without notice to the Township.

If the Registered Owner determines that any Change in Law affecting it, regarding legal, capital or reserve requirements has or would have the effect of increasing the cost of, or reducing the rate of return on its capital or on the capital of the Registered Owner's holding company, as a consequence of this Note, to a level below that which the Registered Owner could have achieved but for such Change in Law (taking into consideration the Registered Owner's policies and the policies of the Registered Owner's holding company), then from time to time the Township will pay to the Registered Owner such additional amount or amounts as will compensate it for any such reduction suffered.

"Change in Law" means the occurrence, after the date of this Note, of any of the following: (a) the adoption or taking effect of any Law, (b) any change in any Law or in the administration, interpretation, implementation or application thereof by any Official Body or (c) the making or issuance of any request, rule, guideline or directive (whether or not having the force of Law) by any Official Body; provided, that notwithstanding anything herein to the contrary, (x) the Dodd-Frank Wall Street Reform and Consumer Protection Act and all requests, rules, regulations, guidelines, interpretations or directives thereunder or issued in connection therewith (whether or not having the force of Law) and (y) all requests, rules, regulations, guidelines, interpretations or directives promulgated by the Bank for International Settlements, the Basel Committee on Banking Supervision (or any successor or similar authority) or the United States or foreign regulatory authorities (whether or not having the force of Law), in each case pursuant to Basel III, shall in each case be deemed to be a Change in Law regardless of the date enacted, adopted, issued, promulgated or implemented.

"Law" shall mean any law (including common law), constitution, statute, treaty, regulation, rule, ordinance, opinion, release, ruling, order, injunction, writ, decree, bond, judgment, authorization or approval, lien or award by or settlement agreement with any Official Body.

"Official Body" shall mean the government of the United States of America or any other nation, or of any political subdivision thereof, whether state or local, and any agency, authority, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to

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government (including any supra-national bodies such as the European Union or the European Central Bank) and any group or body charged with setting financial accounting or regulatory capital rules or standards (including, without limitation, the Financial Accounting Standards Board, the Bank for International Settlements or the Basel Committee on Banking Supervision) or any successor or similar authority to any of the foregoing.

The Township irrevocably, knowingly, and voluntarily agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by the Registered Owner or any successor or assign of the Registered Owner on or with respect to this Note or any other document which in any way relates, directly or indirectly, to this Note or any event, transaction, or occurrence arising out of or in any way connected with this Note or the dealings of Township and the Registered Owner with respect hereto, shall be tried only by a court and not by a jury. THE TOWNSHIP HEREBY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING. THE TOWNSHIP ACKNOWLEDGES AND AGREES THAT THIS PROVISION IS A SPECIFIC AND MATERIAL ASPECT OF THIS NOTE AND THAT THE REGISTERED OWNER WOULD NOT EXTEND THE LOAN TO THE TOWNSHIP REPRESENTED BY THIS NOTE FOR THE BENEFIT OF THE TOWNSHIP IF THIS WAIVER OF JURY TRIAL SECTION WERE NOT A PART OF THIS NOTE.

The occurrence of any of the following events shall be deemed an Event of Default under the Note:

(a) Default in the payment of principal or interest on the Note for a period in excess of fifteen (15) days or any other default under the terms of the Note; or

(b) Default in the performance of any covenant or agreement set forth in the Resolution or in the Note or the occurrence of a default under any other agreement between the Township and the Registered Owner; or

(c) Any representation or warranty made by the Township is untrue or incomplete in any material respect or any schedule, statement, report, warranty, representation, notice or writing furnished by the Township pursuant to the Resolution is untrue or incomplete in any material respect on the date as of which the facts set forth are stated or certified; or

(d) The Township shall fail or refuse to comply with any provisions of the Debt Act, or shall for any reason be rendered incapable of fulfilling its obligations under the Note or thereunder; or

(e) The Township shall become insolvent or shall be unable to pay its debts as they mature, or the Township shall cease operations, file a voluntary petition in bankruptcy or a voluntary petition seeking reorganization or to effect a plan or other arrangement with creditors, or shall file an answer admitting the jurisdiction of the court and the material allegations of any involuntary petition pursuant to any Act of Congress relating to bankruptcy, or shall be the subject of any order for relief, or shall make an assignment for the benefit of creditors or make an

**FORM OF NOTE ONLY – ORIGINAL TO BE SIGNED AT CLOSING**

assignment to an agent (authorized to liquidate any substantial amounts of the assets of the Township), or shall apply for or consent to or suffer the appointment of a receiver or trustee for the Township or a substantial part of its property; or

(f) An order for relief shall be entered pursuant to an Act of Congress or any law of the Commonwealth of Pennsylvania relating to bankruptcy with respect to an involuntary petition seeking reorganization of, or an order shall be entered appointing any receiver or trustee for, the Township or a substantial part of its property, or a writ or warrant of attachment or any similar process shall be issued against a substantial part of the property of the Township, or an order shall be entered at either the state court level enjoining or preventing the Township from conducting all or any part of its business as it is usually conducted, or garnishment proceedings shall be instituted by attachment, levy or otherwise, against any deposit balance maintained, or any property deposited, with the Registered Owner by the Township.

Upon the occurrence of an Event of Default specified in clause (e) or (f) above, the outstanding principal balance and accrued interest under the Note, together with any additional amounts payable thereunder shall be immediately due and payable without demand and without notice of any kind, at the Registered Owner's option. Further, at the Registered Owner's option, the Note will bear interest at the Default Rate from the date of the occurrence of the Event of Default, and the Registered Owner may exercise from time to time any of the rights and remedies available under the Resolution or under applicable law.

No recourse shall be had for the payment of the principal of or the interest on this Note, or for any claim based hereon, against any officer, agent or employee, past, present or future, of the Township, as such, either directly or through the Township, whether by virtue of any constitutional provision, statute or rule of law, or by the enforcement of any assessment or penalty, or otherwise. All liability of such officers, agents or employees is hereby renounced, waived and released as a condition of and as consideration for the issuance, execution and acceptance of this Note.

It is hereby certified that all acts, conditions and things required to be done, to occur or be performed precedent to and in the issuance of this Note, or in the creation of the indebtedness of which this Note is evidence, have been done, have occurred and have been performed in regular and due form and manner as required by law, and that the repayment obligation represented by this Note is not in excess of any constitutional or statutory limitation.


**FORM OF NOTE ONLY- ORIGINAL TO BE SIGNED AT CLOSING**

**IN WITNESS WHEREOF**, Upper Darby Township, Delaware County, Pennsylvania, has caused this Note to be executed in its name on its behalf by the manual signature of the Mayor, the official corporate seal of the Township or a facsimile thereof to be affixed or imprinted hereon, duly attested by the manual signature of the Chief Municipal Clerk, this \_\_\_\_ day of \_\_\_\_\_, 2021.

**UPPER DARBY TOWNSHIP, DELAWARE  
COUNTY, PENNSYLVANIA**

[SEAL]

By:   
\_\_\_\_\_  
**BARBARANN KEFFER**  
Mayor

ATTEST:   
\_\_\_\_\_  
**ALEXIS CICHITTI**  
Chief Municipal Clerk



**FORM OF NOTE ONLY- ORIGINAL TO BE SIGNED AT CLOSING**

REGISTRATION FORM

This Note can be validly negotiated only upon proper execution of the form set forth below, and upon notation of the same upon the books of the Township, maintained for such purpose. The Township shall treat the Registered Owner of this Note, as noted hereon and on said books, as the absolute owner hereof, and shall not be affected by any changed circumstances, nor by any notice to the contrary.

Original Registered Owner:

**PNC Bank, National Association**

<u>Date</u>	<u>Transferor</u>	<u>Subsequent Purchaser</u>	<u>Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

For value received, the last-named Transferor, by its due execution above, does hereby, on the above-stated date, sell, transfer and negotiate this Note unto the last-named Subsequent Purchaser, warranting that this transfer is effective and rightful; that this Note is genuine and has not been materially altered; and that it has no knowledge of any fact which might impair the validity of this Note, and further irrevocably authorizes and directs the Township to make this transfer on its books maintained for such purpose.

## RESOLUTION FOR PLAN REVISION FOR NEW LAND DEVELOPMENT

RESOLUTION OF THE (SUPERVISORS) (COMMISSIONERS) (COUNCILMEN) of Upper Darby  
(TOWNSHIP) (BOROUGH) (CITY), Delaware COUNTY, PENNSYLVANIA (hereinafter "the municipality").

**WHEREAS** Section 5 of the Act of January 24, 1966, P.L. 1535, No. 537, known as the *Pennsylvania Sewage Facilities Act*, as Amended, and the rules and Regulations of the Pennsylvania Department of Environmental Protection (DEP) adopted thereunder, Chapter 71 of Title 25 of the Pennsylvania Code, require the municipality to adopt an Official Sewage Facilities Plan providing for sewage services adequate to prevent contamination of waters of the Commonwealth and/or environmental health hazards from sewage wastes, and to revise said plan whenever it is necessary to determine whether a proposed method of sewage disposal for a new land development conforms to a comprehensive program of pollution control and water quality management, and

**WHEREAS** MCBHDrexeline Plaza, LP has proposed the development of a parcel of land identified as  
land developer


Drexeline Shopping Center, and described in the attached Sewage Facilities Planning Module, and  
name of subdivision

proposes that such subdivision be served by: (check all that apply),  sewer tap-ins,  sewer extension,  new treatment facility,  individual onlot systems,  community onlot systems,  spray irrigation,  retaining tanks,  other, (please specify).

**WHEREAS**, Upper Darby Township finds that the subdivision described in the attached  
municipality

Sewage Facilities Planning Module conforms to applicable sewage related zoning and other sewage related municipal ordinances and plans, and to a comprehensive program of pollution control and water quality management.

**NOW, THEREFORE, BE IT RESOLVED** that the (Supervisors) (Commissioners) (Councilmen) of the (Township) (Borough) (City) of Upper Darby hereby adopt and submit to DEP for its approval as a revision to the "Official Sewage Facilities Plan" of the municipality the above referenced Sewage Facilities Planning Module which is attached hereto.

, Secretary, Upper Darby  
(Signature)

Township Board of Supervisors (Borough Council) (City Councilmen), hereby certify that the foregoing is a true copy of the Township (Borough) (City) Resolution # 03-21, adopted, January 13, 2021.

Municipal Address:

Upper Darby Township

100 Garrett Road

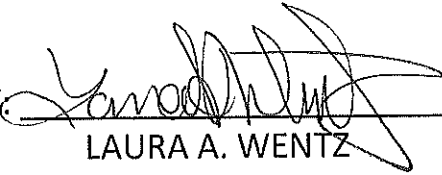
Upper Darby, PA 19082

Telephone (610) 734-7625

Seal of  
Governing Body

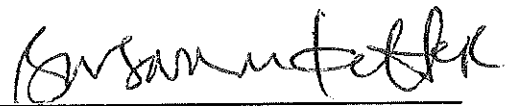
**This Resolution shall be effective immediately upon its legal adoption.**

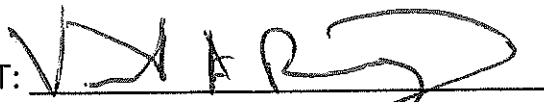
**ENACTED and ORDAINED this 13<sup>th</sup> day of January, 2021**

BY:   
LAURA A. WENTZ  
President of Council

ATTEST:   
MICHELLE BILLUPS  
Secretary of Council

**Approved this 13<sup>th</sup> day of January, 2021**

BY:   
BARBARANN KEFFER  
Mayor

ATTEST:   
VINCENT A. RONGIONE, ESQ.  
Chief Administrative Officer

**UPPER DARBY TOWNSHIP  
DELAWARE COUNTY, PENNSYLVANIA**

**RESOLUTION NO. 02-21**

**A RESOLUTION OF UPPER DARBY TOWNSHIP, DELAWARE COUNTY,  
COMMONWEALTH OF PENNSYLVANIA, IN SUPPORT OF A PEACEFUL AND  
LAWFUL TRANSFER OF POWER AS DESCRIBED IN THE UNITED STATES  
CONSTITUTION**

---

**WHEREAS**, Upper Darby Township is a diverse community that reflects various socioeconomic backgrounds, nationalities, and ethnicities where over seventy (70) different languages are spoken representing sixty (60) different countries;

**WHEREAS**, many of the residents who immigrated to Upper Darby came to experience the opportunity and freedom that a stable, lawful government provides and free elections are the bedrock of our government and these elections are how we determine the “consent of the governed”;

**WHEREAS**, all federal, state and local elected officials take an oath to protect the laws of this country, to protect it from all enemies, both foreign and domestic, and to put the interests of the government they serve above their own; and

**WHEREAS**, Upper Darby Township Council believes that life, liberty, and the pursuit of happiness belongs to all people and will continue to defend people’s right to exercise their Freedom of Speech as provided in the Bill of Rights; however, the Council strongly condemns what took place at the U.S. Capitol building in Washington D.C. on Wednesday, January 6, 2021;

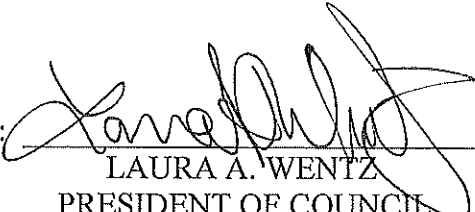
**WHEREAS**, the violent, seditious actions which occurred on January 6, 2021, work against the will of the majority of the American people, the foundation of our government, and the very societal bindings of humanity itself; and

**BE IT RESOLVED**, that Upper Darby Township Council believes the peaceful and lawful transfer of power is in the best interest of our residents and nation and does hereby call upon all those elected and appointed officials in the Commonwealth of Pennsylvania, as well as the United States, who represent the residents of the Township of Upper Darby to publicly request the peaceful and lawful transfer of power as is described the United States Constitution.



ADOPTED AND RESOLVED THIS 13<sup>th</sup> DAY OF JANUARY, A.D., 2021

UPPER DARBY TOWNSHIP

BY:   
LAURA A. WENTZ  
PRESIDENT OF COUNCIL

ATTEST:   
MICHELLE BILLUPS  
SECRETARY OF COUNCIL

APPROVED THIS 13<sup>th</sup> DAY OF JANUARY, A.D., 2021

BY:   
BARBARANN KEFFER, MAYOR

ATTEST:   
VINCENT A. RONGIONE, ESQ.  
CHIEF ADMINISTRATIVE OFFICER



# Upper Darby Parks

Upper Darby  
Recreation Committee



# Upper Darby Recreation Committee

---

- Volunteer committee that advises Mayor Barbarann Keffer or park and recreation matters
- Representatives from all areas of the township
- Reflects the racial and ethnic diversity of Upper Darby and includes parents, children (2 high school students) and retirees
- Focus on assessing the needs of the existing parks, develop funding sources, and making improvements that will impact our community

# Upper Darby Parks

- 34 parks and open spaces
- 13 Multi-use Parks
  - Include playgrounds, ball fields/courts, and other services
- 14 Single-use “pocket parks”
  - Include playgrounds, picnic tables and benches
- 7 Open spaces
  - Typically small areas < 1 acre in size



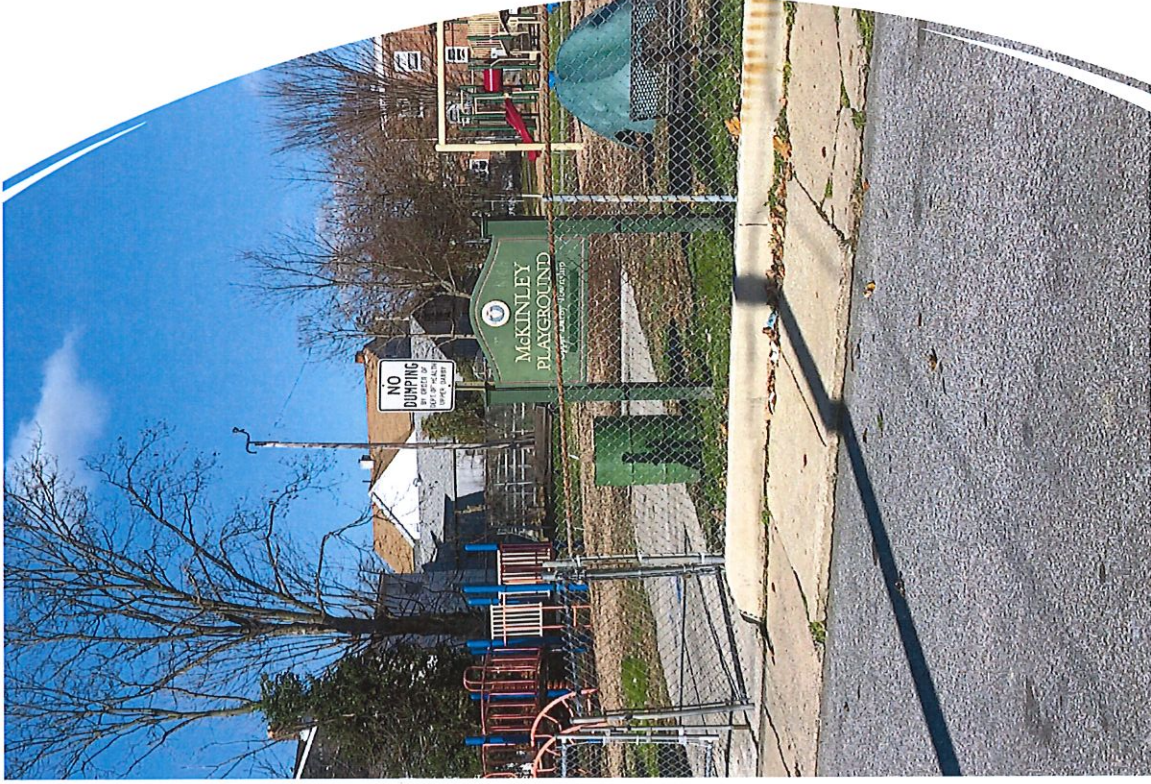
## Why an Assessment and Plan?

- Attendance at the Department of Conservation and Natural Resources workshop identified significant state grant funding opportunities
- The Recreation committee was well positioned to do the assessment
- The assessment and recommendations go to the Mayor for direction on next steps.

# Assessment Survey

---

- Purpose: understand the condition of our 34 existing parks and open spaces
- Recreation Committee members visited all 34 areas in November-December 2020
- Used an established park assessment survey form to assess each park and open space
- The assessment targeted five areas:
  1. What are the services offered by the park?
  2. Is the park in good condition and useable by those who visit it?
  3. How easy is it to access the park?
  4. What kind of impact does and can the park have on the surrounding community?
  5. Is the park a place where the community can easily gather?



# Opportunity

- We also scored the parks on Opportunity
- Opportunity is defined as:
  - The physical capacity of the park to support improvements
  - The likelihood the improvements will increase use of the park and have a positive impact on the surrounding community



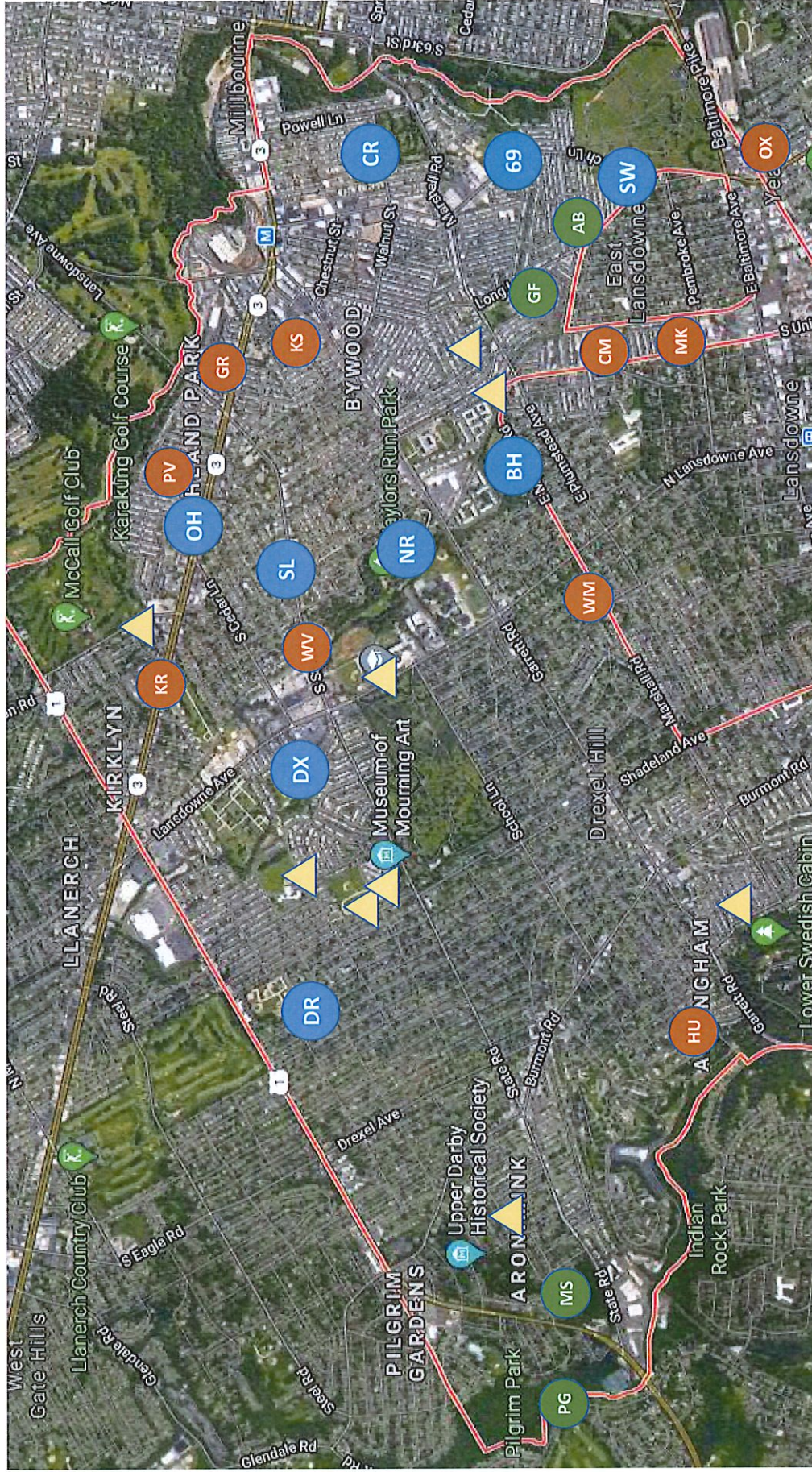
# Upper Darby Township Parks (1)

Multi-Purpose Parks **DR**

Neighborhood Parks **WM**

Green Space **MS**

UDSD Rec Areas **▲**





# Upper Darby Parks (2)

Multi-Purpose Parks **DR**



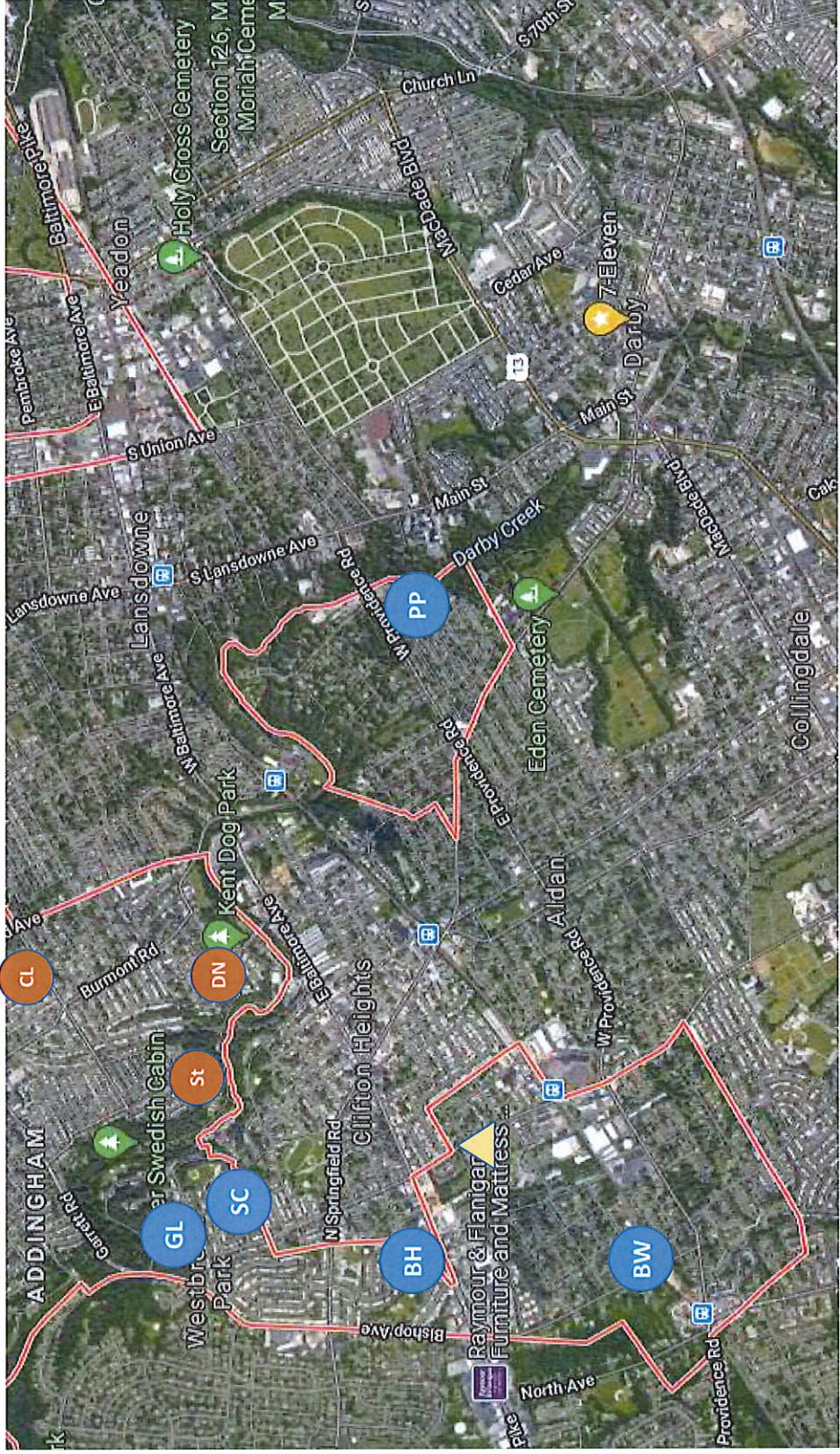
Neighborhood Parks **WM**



Green Space **MS**



UDSD Rec Areas





# Recreation Committee's Initial Scoring

- **Overall Rating**
  - >12 – Few Needs
  - 9-11 – Some Needs
  - < 9 Significant Needs
- **Opportunity Rating**
  - 7-10 – High
  - 4-6 – Medium
  - < 4 - Low

Park	Services	Usability	Access	Impact	Gathering	Overall	Opportunity
<b>Multi-Use Parks (13)</b>							
Beverly Hills Recreation Area	4	3.0	3.0	2.5	3.3	11.8	8
Bishop Park	2	3.2	2.0	2.5	2.3	10.0	3
Cardington Recreation Area	3	3.0	3.3	3.0	1.3	10.7	7
Dermond Recreation Area	3	4.0	2.7	2.0	4.0	12.7	3
Drexel Gardens Recreation Area	2	2.3	2.0	3.5	2.0	9.8	5
Gillespie Park	3	3.5	2.7	2.0	1.7	9.8	5
Naylor's Run Park	2	2.5	3.0	2.0	1.0	8.5	10
Observatory Recreation Area	4	2.8	3.0	3.0	2.3	11.2	7
Penn Pines Park	3	3.5	2.7	3.0	4.0	13.2	5
Scullion	4	3.2	2.3	2.0	1.7	9.2	4
Second Ward Recreation Area	3	2.7	3.3	3.0	1.3	10.3	8
Sellers Park	3	3.3	3.7	3.0	3.0	13.0	7
69th Street Recreation Area	3	2.8	2.7	3.0	2.7	11.2	5
<b>Neighborhood Playgrounds (14)</b>							
Brookwood Park	2	3.3	1.3	2.5	2.0	9.2	4
Chapman	1	2.8	2.3	2.5	2.0	9.7	7
Clark Playground	1	3.8	4.0	2.5	2.3	12.7	5
Dennison St	1	3.7	1.3	2.5	1.0	8.5	3
Golf Road Playground	2	1.8	1.0	3.0	1.7	7.5	4
Huey Park	2	3.3	1.7	3.0	1.7	9.7	4
Keystone Playground	2	2.7	1.7	2.0	2.0	8.3	4
Kirklyn Playground	1	3.3	1.0	2.5	2.3	9.2	2
McKinley Playground	1	3.5	2.7	3.0	3.7	12.8	3
Oxford Playground	1.0	3.0	1.7	3.0	2.0	9.7	2
Parkview Playground	1	3.0	2.7	2.0	1.7	9.3	3
Stratford Playground	1.0	2.0	1.0	2.0	1.0	6.0	1
Westview Playground	2.0	2.3	2.3	2.5	3.0	10.2	5
Windermere Playground	1.0	3.3	2.7	2.0	2.7	10.7	4

# Common Needs



OLD PLAYGROUND  
EQUIPMENT NEEDING  
UPDATING



LACK OF PAVED PATHS  
AND TRAILS



FEW SEATING AREAS  
AND OFTEN NO  
PAVILION



POOR VISIBILITY AND  
SIGNAGE



LACK OF REGULAR  
PROGRAMMING



Chapman Park