Table 6.C.1
Summary of Letters and Agreements

<table>
<thead>
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<th>Attachment</th>
<th>Description</th>
</tr>
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<tbody>
<tr>
<td>&quot;D&quot;</td>
<td>Reimbursement and Maintenance Agreement (legal agreement).</td>
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<tr>
<td>&quot;E&quot;</td>
<td>Sidewalk Maintenance Agreement (legal agreement).</td>
</tr>
<tr>
<td>&quot;F&quot;</td>
<td>PennDOT/Municipality Funding Scenario Flowchart.</td>
</tr>
</tbody>
</table>
Municipality Contact Person
Municipality Name
Street Address
City, State Zip Code

Subject: Notice of Future PennDOT Construction Project with Americans with Disabilities Act Accessibility Issues
County:
Municipality Name
SR, Section
Project Length:
Project Name:
MPMS Number:

Dear Municipality Contact Person:

The Pennsylvania Department of Transportation is planning a roadway alteration project within your city/township/borough which will affect the use of the public right-of-way.

The Americans with Disabilities Act (ADA) of 1990 is a civil rights statute that prohibits discrimination against people with disabilities. ADA implementing regulations for Title II prohibit discrimination in the provision of services, programs, and activities by state and local governments. Designing and constructing pedestrian facilities in the public right-of-way that are not usable by people with disabilities may constitute discrimination. Section 504 of the Rehabilitation Act of 1973 (504) includes similar prohibitions in the conduct of federally-funded programs.

To meet the requirements of the ADA, all projects affecting the use of pedestrian accessible routes in the public right-of-way must incorporate pedestrian access improvements within the scope of the project. Specifically, all pedestrian facilities within the scope of the project must be improved to meet the current ADA standards and any locations missing a required pedestrian facility must have a pedestrian facility installed during construction of the project.

We desire to meet with you within the next two weeks to discuss ADA accessibility issues, appropriate cost sharing, utility or right-of-way concerns, and future maintenance responsibilities for this project. The individual listed below will contact you within two weeks to set-up a meeting date.
Please direct all correspondence to the following contact:
PennDOT Engineering District 0-0
Contact Person
Street Address
City, State Zip Code
Telephone: (000) 000-0000
E-mail: xxxxx@pa.gov

Sincerely,

Project Manager's Name
Title
Municipality Contact Person
Municipality Name
Street Address
City, State Zip Code

RE: Construction and Maintenance of Americans with Disabilities Act Compliant Pedestrian Facilities

Dear Municipality Contact Person:

As discussed in our meeting on (Date), the Pennsylvania Department of Transportation (Department) plans to improve SR ____ through roadway alterations or resurfacing at the intersection of (Street Name), which is under the jurisdiction of (Municipality Name). To meet current accessibility standards required by the Americans with Disabilities Act (ADA), altered pedestrian facilities must meet the latest standards.

Scenario #1 – PennDOT and Municipal Share Construction Efforts

☐ It was determined at the meeting referenced above that (Municipality Name) will construct or improve pedestrian facilities that service local streets on its own accord rather than have the Department include the pedestrian facilities as part of its project. The Department will construct the remaining pedestrian facilities as part of its project.

The Department acknowledges that (Municipality Name) will construct or improve pedestrian facilities at the intersection of SR _____ and (Street Name) which meet the standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended, and that the construction will be completed by or immediately after completion (within ___ months) of the Department's project.

The Department acknowledges its intent to construct or improve pedestrian facilities at the intersection of SR____ and (Street Name) which meet the standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended, and that the construction will be completed as part of the Department's project.

Scenario #2 – PennDOT Performs All Construction

☐ It was determined at the meeting referenced above that the Department will construct or improve all pedestrian facilities as part of its project.

The Department acknowledges its intent to construct or improve pedestrian facilities at the intersection of SR_____ and (Street Name) which meet the standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended, and that the construction will be completed as part of the Department's project.
Scenario #3 – Municipality Performs All Construction

It was determined at the meeting referenced above that (Municipality Name) will construct or improve all pedestrian facilities as part of its project.

(Municipality Name) acknowledges its intent to construct or improve pedestrian facilities at the intersection of SR ___ and (Street Name) which meet the standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended, and that the construction will be completed by or immediately after completion (within ___ months) of the Department's project.

Financial Responsibilities

The constructed or improved pedestrian facilities that service the local streets will be constructed at (Municipality Name's) expense. The constructed or improved pedestrian facilities that service state routes will be constructed at the Department's expense. The constructed or improved pedestrian facilities that service both local and state routes will be constructed at a shared 50/50 cost and expense.

Maintenance Responsibilities

According to the State Highway Law of 1945, as amended, (Municipality Name) is responsible for maintaining structures located outside of the highway curb lines. Therefore, (Municipality Name) will be responsible for the year-round maintenance and repair of the new pedestrian facilities. The Department in no way assumes or acknowledges any jurisdiction over the pedestrian facilities or the responsibility for the maintenance and future repair of the pedestrian facilities upon their completion.

Thank you for your attention to this matter. If you have any questions, please contact (Contact Person) at (000) 000-0000.

Sincerely,

Project Manager's Name
Title
Municipality Contact Person
Municipality Name
Street Address
City, State Zip Code

RE: Maintenance of Pedestrian Facilities to Meet Americans with Disabilities Act Requirements

Dear Municipality Contact Person:

As indicated in the letter dated (Date), the Pennsylvania Department of Transportation (Department) plans to improve SR ___ through roadway alterations or resurfacing at the intersection of (Street Name), which is under the jurisdiction of (Municipality Name). To meet current accessibility standards required by the Americans with Disabilities Act (ADA), altered pedestrian facilities must meet the latest standards at the intersection. It has been determined that (Municipality Name) is not willing to sign an agreement with the Department to set forth cost reimbursement and maintenance obligations for the pedestrian facilities.

In the absence of an agreement, the Department will proceed with the construction of the pedestrian facilities as part of its roadway reconstruction project. PennDOT will only address curb ramps along local streets for which the pedestrian path is negatively impacted by the construction of curb ramps along state routes.

According to the State Highway Law of 1945, as amended, (Municipality Name) is responsible for maintaining structures located outside of the highway curb lines. Therefore, upon completion of construction, (Municipality Name) will be responsible for the year-round maintenance and repair of the pedestrian facilities. By constructing the pedestrian facilities to provide ADA compliance, the Department in no way assumes or acknowledges any jurisdiction over the pedestrian facilities or the responsibility for the maintenance and future repair.

Thank you for your attention to this matter. If you have any questions, please contact (Contact Person) at (000) 000-0000.

Sincerely,

Project Manager's Name
Title
REIMBURSEMENT & MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of ___________________, 20___, by and between the Commonwealth of Pennsylvania, acting through the Pennsylvania Department of Transportation (PENNDOT), hereinafter called the COMMONWEALTH,

and

________________________, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

W I T N E S S E T H:

WHEREAS, the COMMONWEALTH has under its jurisdiction SR ________, located in ______________________________, ______________ County; and,

WHEREAS, the COMMONWEALTH plans to improve SR ________, from Segment ______ Offset _____ to Segment ______ Offset _____, through roadway alterations or resurfacing, hereinafter referred to as the PROJECT, as more fully described on Exhibit "A," which is attached hereto and made part of this Agreement; and,

WHEREAS, SR_________ intersects with (a) street(s) under the jurisdiction of the MUNICIPALITY; and,

WHEREAS, all pedestrian facilities altered by a roadway alteration or construction project must be updated to current accessibility standards required by the Americans with Disabilities Act (ADA); and,
WHEREAS, to meet the ADA requirements, the COMMONWEALTH will remove the existing pedestrian facility(ies) at the intersection(s) of State Route _______ and ____________, and install new pedestrian facilities as part of the PROJECT, hereinafter referred to as the PEDESTRIAN FACILITIES; and,

WHEREAS, the PEDESTRIAN FACILITIES will be installed to serve pedestrian traffic and must meet the design guideline standards for pedestrian accessibility required by the Americans with Disabilities Act Accessibility Guidelines (ADAAG), 28 CFR Part 36, as amended; and,

WHEREAS, the COMMONWEALTH is willing to construct the PEDESTRIAN FACILITIES as part of the PROJECT, subject to reimbursement by the MUNICIPALITY as set forth in Paragraph 3 below; and,

WHEREAS, the MUNICIPALITY is willing to reimburse the COMMONWEALTH for construction and inspection costs associated with the PEDESTRIAN FACILITIES, as detailed in this Agreement; and,

WHEREAS, upon completion of construction of the PEDESTRIAN FACILITIES, the MUNICIPALITY must assume year-round responsibility for maintenance of said PEDESTRIAN FACILITIES; and,

WHEREAS, the parties desire to enter into this Agreement to set forth the financial obligations and maintenance responsibilities for the PROJECT and the PEDESTRIAN FACILITIES.
NOW THEREFORE, for and in consideration of the foregoing premises and the mutual promises set forth below, the parties agree, with the intention of being legally bound, to the following:

1. The recitals set forth above are incorporated by reference as a material part of this Agreement.

2. The COMMONWEALTH, by contract or with its own forces, will construct the PROJECT and the PEDESTRIAN FACILITIES in accordance with the plans, specifications, and drawings prepared by or for the COMMONWEALTH, which are incorporated herein by reference as if physically attached hereto.

3. The COMMONWEALTH shall be responsible for all costs of the PROJECT other than the PEDESTRIAN FACILITIES. The MUNICIPALITY shall be responsible for the costs of the PEDESTRIAN FACILITIES as follows:

   A. The MUNICIPALITY shall be solely responsible for the costs of PEDESTRIAN FACILITIES constructed to provide access across a local street under the jurisdiction of the MUNICIPALITY at the intersection of a state highway.

   B. The MUNICIPALITY and the COMMONWEALTH shall be equally responsible for the costs of PEDESTRIAN FACILITIES constructed on the diagonal of an intersection which provide access across both a local street under the jurisdiction of the MUNICIPALITY and a state highway.

   C. The COMMONWEALTH shall be solely responsible for the costs of PEDESTRIAN FACILITIES constructed at the intersection of two state highways.
4. The MUNICIPALITY shall pay to the COMMONWEALTH, by way of reimbursement, for all actual costs associated with construction of the PEDESTRIAN FACILITIES, including inspection costs, as tabulated on Exhibit "C," which is attached to and made part of this Agreement, estimated to be ________________________ ($XX,XXX.XX); and,

5. Upon completion of the PEDESTRIAN FACILITIES, the COMMONWEALTH shall send the MUNICIPALITY a written notice of completion and an invoice specifying the items constituting the total cost of the PEDESTRIAN FACILITIES for which it is responsible in accordance with Paragraph 3 above. The MUNICIPALITY shall make payment to the COMMONWEALTH in full through the Option circled below:

Option A:

The MUNICIPALITY shall make payment to the COMMONWEALTH in full within thirty (30) days of receipt of such invoice.

Option B:

The MUNICIPALITY shall, after receipt of such invoice, make monthly payments to the COMMONWEALTH for a period of one (1) year. The payments will be in equal amounts and total all costs due hereunder.

Option C:

The MUNICIPALITY shall make payment to the COMMONWEALTH in full after receiving the necessary funds from a Pennsylvania Infrastructure Bank (PIB) loan. The MUNICIPALITY shall make payment to the COMMONWEALTH in full within thirty (30) days of receipt of such loan, which must be no longer than sixty (60) days after completion of the Project.
Option D:

The MUNICIPALITY authorizes the COMMONWEALTH to withhold and apply so much of the MUNICIPALITY’s Liquid Fuels Tax Fund allocation as necessary to reimburse the COMMONWEALTH in full for all costs due hereunder.

6. Upon receipt of the notice required by Paragraph 5 above, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the PEDESTRIAN FACILITIES, which include, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials. The MUNICIPALITY may by ordinance transfer these responsibilities (both maintenance and future alteration required by ADAAG) to other parties but the MUNICIPALITY shall remain responsible for the enforcement of such ordinance. Additionally, the MUNICIPALITY shall, at its sole cost and expense, be responsible for all future alterations to the PEDESTRIAN FACILITIES required by the ADAAG. Nothing contained in this Agreement must be construed as an assumption or acknowledgement by the COMMONWEALTH of responsibility for the maintenance and future repair of the PEDESTRIAN FACILITIES.

7. The MUNICIPALITY, by executing this Agreement, certifies that it has on hand or will acquire sufficient funds to meet all of its obligations for the PEDESTRIAN FACILITIES as set forth in Paragraph 4.

8. If the MUNICIPALITY fails to perform any of the terms, conditions or provisions of this Agreement, including, but not limited to, any default of payment for a period of forty-five (45) days, the MUNICIPALITY authorizes the COMMONWEALTH to withhold so much of the MUNICIPALITY’s Liquid Fuels Tax Fund allocation as may be necessary to reimburse the COMMONWEALTH in full for all costs due hereunder; and the MUNICIPALITY does hereby and herewith authorize the COMMONWEALTH to withhold such amount and to apply such funds or portion thereof, to remedy such default.

9. The MUNICIPALITY must indemnify, save harmless, and defend (if requested) the COMMONWEALTH, its officers, agents, and employees from all suits, actions, or
claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNICIPALITY under this Agreement.

10. Nothing contained in this Agreement shall be deemed to be a waiver by the COMMONWEALTH of its discretion to abandon or postpone the PROJECT.

11. The MUNICIPALITY agrees to comply with the Contractor Integrity Provisions, the Commonwealth Nondiscrimination/Sexual Harassment Clause, the Provisions Concerning the Americans with Disabilities Act, and the Right-to-Know Law Provisions which are attached hereto and made part hereof as Exhibits "D," "E," "F," and "G," respectively.

12. The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

13. The actions that the COMMONWEALTH is either required or authorized to perform pursuant this Agreement are not intended to enlarge, and must not be construed as enlarging, its obligations regarding maintenance and operation of the state highway system under either the State Highway Law, Act of June 1, 1945, P.L. 1242, as amended, 36 P.S. § 670-101 et seq., or the Act of September 18, 1961, P.L. 1389, No. 615, as amended, 36 P.S. § 1758-101 et seq.

14. This Agreement will not be effective until all necessary COMMONWEALTH officials as required by law have executed it. Following full execution, the COMMONWEALTH will insert the effective date at the top of Page 1.
IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MUNICIPALITY

_______________________________  _______________________________
Title:                                           DATE        Title:                                          DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_______________________________________
Deputy Secretary for Highway Administration

APPROVED AS TO LEGALITY AND FORM

BY_______________________________________
for Chief Counsel Date

FUNDs COMMITMENT DOC. NO.____________
CERTIFIED FUNDS AVAILABLE UNDER
SAP NO. ________________________________
SAP COST CENTER_____________________
GL ACCOUNT_________________________
AMOUNT_____________________________

BY_______________________________________
Deputy General Counsel Date

BY_______________________________________
Deputy Attorney General Date

6C - 14
SIDEWALK MAINTENANCE AGREEMENT

THIS AGREEMENT, made and entered into this the ____________ day of __________________, 20___, between the Commonwealth of Pennsylvania, acting through the Department of Transportation, herein called PENNDOT, and ________________, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials, hereinafter called the MUNICIPALITY.

WITNESSETH:

WHEREAS, the need for sidewalk at the following location(s) has been determined appropriate:

<table>
<thead>
<tr>
<th>County</th>
<th>State Road</th>
<th>Beginning Segment/Offset</th>
<th>Ending Segment/Offset</th>
</tr>
</thead>
</table>

WHEREAS, the cost of constructing sidewalk at these locations is being partially or totally funded with state and/or federal funds; and,

WHEREAS, sidewalk is being installed to serve pedestrian traffic; and,

WHEREAS, the MUNICIPALITY has agreed, upon completion of the sidewalk construction, to assume year-round responsibility for maintenance of said sidewalk.

NOW, THEREFORE, in consideration of the premises, the mutual covenants hereinafter contained and with the intent to be legally bound hereby, the parties hereto agree as follows:
1. PENNDOT will, with its own forces or by contract, construct various improvements along state route ______ (__________) and install sidewalk in accordance with the plans prepared by PENNDOT, which are incorporated herein by reference as though physically attached.

2. Upon completion of said Project by PENNDOT or its contractor(s), PENNDOT will send to the MUNICIPALITY a written notice of completion.

3. Upon receipt of the notice, required by Paragraph 2 above, the MUNICIPALITY shall, at its sole cost and expense, be responsible for the year-round maintenance and repair of the sidewalk, which includes, without limitation, clearing and removal of snow and ice and application of anti-skid or de-icing materials. The MUNICIPALITY may by ordinance transfer these maintenance responsibilities to other parties but the MUNICIPALITY shall remain responsible for the enforcement of such ordinance.

4. PENNDOT shall have the right, at any given time, to terminate this Agreement by giving the MUNICIPALITY thirty (30) days' written notice. In the event of such termination, the MUNICIPALITY's responsibilities under this Agreement, except those of liability, whether financial, in tort or otherwise, shall terminate.

5. The MUNICIPALITY shall indemnify, save harmless, and defend (if requested) PENNDOT, its officers, agents, and employees from all suits, actions, or claims of any character, name, or description brought for on account of any injuries to or damages received or sustained by any person, persons or property by or from the MUNICIPALITY, its contractors, their officers, agents and employees as a result of the obligations assumed by the MUNICIPALITY under this Agreement.

6. If the MUNICIPALITY shall fail to perform any of the terms, conditions, and provisions of this Agreement, the MUNICIPALITY authorizes PENNDOT to withhold so much of the MUNICIPALITY’s Liquid Fuels Tax Fund Allocation as may be needed to complete any necessary work and to reimburse PENNDOT in full for all costs due thereof, and does hereby and herewith authorize PENNDOT to withhold such amount and to apply such funds, or portion thereof, to remedy the default.

7. In the event that PENNDOT determines that certain repair, maintenance, or other required action is necessary with respect to the sidewalk, PENNDOT shall notify the MUNICIPALITY in writing. The MUNICIPALITY shall begin necessary work within five (5) days of receipt of PENNDOT’s notice. In the event that the MUNICIPALITY fails to commence necessary work within said five- (5-) day period...
or fails to prosecute said work diligently to completion, PENNDOT may perform said repair, maintenance, or other necessary action at the MUNICIPALITY's sole cost and expense. Failure by the MUNICIPALITY to pay PENNDOT within forty-five (45) days of receipt of an invoice for work performed by PENNDOT shall constitute a default for purposes of Paragraph 6 of this Agreement.

8. RESOLUTIONS AND ORDINANCES

The MUNICIPALITY shall enact and/or adopt such ordinances and/or resolutions as may be necessary to effect the purposes of this Agreement.

9. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Nondiscrimination/Sexual Harassment Clause, which is incorporated into this Agreement by reference as though physically attached.

10. CONTRACTOR INTEGRITY PROVISIONS

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Contractor Integrity Provisions, which are incorporated into this Agreement by reference as though physically attached.

11. AMERICANS WITH DISABILITIES ACT PROVISIONS

The MUNICIPALITY shall comply with the current version of the Commonwealth of Pennsylvania's Provisions Concerning the Americans with Disabilities Act, which are incorporated into this Agreement by reference as though physically attached.

12. RIGHT-TO-KNOW LAW

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "A" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.
13. NOTICE

Notice under this Agreement shall be (a) by personal delivery; (b) by First Class Certified United States Mail, Return Receipt Requested, postage prepaid, or (c) by overnight delivery service having positive tracking, such as Federal Express or United Parcel Service. Notice shall be deemed given when received. The parties shall deliver notice to each other at the following addresses:

To DEPARTMENT:

________________________________________________________________

To MUNICIPALITY:

________________________________________________________________

or to such other address as either party may designate to the other in writing from time to time.
– ATTACHMENT "E" –
IN WITNESS WHEREOF, the parties have executed this Agreement the date first above written.

ATTEST

MUNICIPALITY

__ __ __ __ ___________  __ __ __ __ ___________
Title:                                           DATE        Title:                                          DATE

If a Corporation, the President or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a Municipality, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

BY_______________________________________
Deputy Secretary or Designee           DATE

APPROVED AS TO LEGALITY
AND FORM

BY______________________________
for Chief Counsel                   Date

Funds Commitment Doc. No.__________
Certified Funds Available Under
SAP No.____________________________
SAP Cost Center_____________________
GL Account_________________________
AMOUNT______________________________

Deputy General Counsel               Date

BY_______________________________________
for Comptroller Operations      Date

BY_______________________________________
Deputy Attorney General           Date
Chapter 6, Appendix C – Reimbursement and Maintenance Agreement

Publication 13M (DM-2)
Change #1 - Revised 12/12

PennDOT/Municipality Funding Scenario

PennDOT and Municipality Responsibilities for Alterations of Palestinian Facilities

District contacts Municipality (Attachment 'A1')

Municipality Responds

NO

In situations where the project on the state route interferes with the curb ramp on the local route, PennDOT will construct the local curb ramp. The municipality will have all future maintenance responsibilities. (Attachment 'C')

YES

District to meet with Municipality to Discuss Municipality Agreement Options (Attachment 'B1')

Municipality can enter a Reimbursement Agreement with District (Attachment 'D1')

Municipality can enter into their own contract to have work completed concurrently with PennDOT project (Attachment 'D1')

Municipality can complete work with work force concurrently with PennDOT project (Attachment 'D1')

Option A - Make payment within 30 days

Option B - Monthly Payments Over 1 Year

Option C - PB Loan

Option D - Voluntary Withholding of LFF

December 5, 2011

Option A: The municipality shall make payment to the Commonwealth in full within thirty (30) days of receipt of such invoice.

Option B: The municipality, after receipt of such invoice, shall make monthly payments to the Commonwealth for a period of one (1) year. The payments shall be in equal amounts and total all costs due hereunder.

Option C: The municipality shall make payment to the Commonwealth in full after receiving the necessary funds from a Pennsylvania Infrastructure Bank (PIB) loan. The municipality shall make payment to the Commonwealth in full within thirty (30) days of receipt of such loan, which shall be no longer than sixty (60) days after completion of the Project.

Option D: The municipality authorizes the Commonwealth to withhold and apply a portion of the municipality’s Liquid Fuels Tax Fund allocation as necessary to reimburse the Commonwealth in full for all costs due hereunder.