



Administration, Communication & Technology Committee Meeting
May 13, 2025 @ 5:30 PM
This meeting is recorded for public record.

Committee Members:

Bryan Travis, Chair
Brian McGinnis
Shelia Vaccaro

Chief Information Security Officer: William Mann

Director of Human Resources:

Borough Manager: Sean Metrick

Administration, Communication & Technology Committee Meeting:

- I. Call to Order
- II. Announcements
Comments, suggestions, petitions by residents in attendance regarding items not on the agenda. (Please be advised that all public comments have a 5-minute time limit.)
- III. Comments
 - A. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda. (Please be advised that all public comments have a 5-minute time limit.)
- IV. Reports
 - A. CISO Monthly Report
 - B. Sustainability Director Quarterly Report
 - C. Data Manager Quarterly Report
- V. Old Business
 - A. Approve the April 2025 minutes
 - B. Motion to approve the 15-year sublease with 4-States Railway Service
 - C. Motion to approve draft amendments for Chapter 54, Chapter 72 and Chapter 82 relative to license requirements for Electric, Mechanical and Plumbing contractors who perform work in the Borough of West Chester and schedule a public hearing for June 18, 2025
- VI. New Business
- VII. Other Business

VIII. Adjournment

Visit www.west-chester.com for access to all attachments.

Agendas are posted to www.west-chester.com by noon 3 business days prior to the meeting.

CISO – Monthly Report for April 2025

Information Technology Department **NEW**



Information Technology Services Staff

The IT Team is:

William Mann, Chief Information Security Officer

Jeffrey Carbohn, Information Technology Manager



Prepared for:

Sean Metrick, Borough Manager

Lillian DeBaptiste, Mayor

Patrick McCoy, Council President

Nicole Scimone, Council Vice-President

Brian Travis, ACT – chair

Brian McGinnis, ACT – member

Sheila Vaccaro, ACT – member

Bernie Flynn, council member

Lisa Dorsey, council member



WM

William Mann, CGCIO®

Chief Information Security Officer

wmann@west-chester.com

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	Incident Response (manual investigation & remediation)
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EXECUTIVE SUMMARY

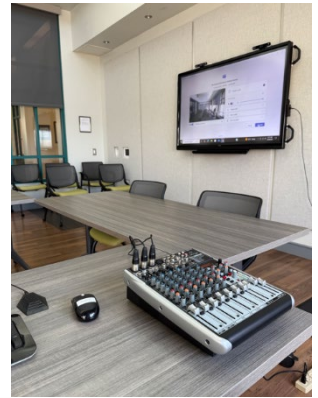
The information department's major responsibilities include, but are not limited to:

1. Manage and secure all networking services.
2. Ensure the availability, continuity, and security of technology services within the organization.
3. Manage software and security updates on all servers.
4. Manage all aspects of network and user security policies and procedures.
5. Manage physical firewall and VPN appliances at all locations, including the municipal building, public works, wastewater, and parking garage facilities.
6. Manage, monitor, respond and remediate all cybersecurity incidents.
7. Manage, configure, and respond to all Advanced Threat Protection services.
8. Manage, configure, and monitor all backup services, both on premises and offsite.
9. Manage, configure, and monitor all web traffic in respect to access configuration.
10. Provide regular cybersecurity awareness training for staff.
11. Conduct regular cybersecurity Department meetings.
12. Manage and monitor all digital (email and document) backup and archival services.
13. Maintain the "Cybersecurity Action Plan".
14. Manage employee onboarding and offboarding in respect to technical and security services.
15. Plan and coordinate activities, such as installation and upgrading of hardware and software including programming and systems design, development of computer networks, domains and VLAN scheme within the LAN.
16. Analyze the computer and technology needs of the organization from the operational and strategic perspective and determine immediate and long-range requirements.
17. Creating, maintaining, and enforcing written policies and procedures regarding computer operations in the Information Technology Department and throughout the organization.
18. Monitor and respond to network related service issues.
19. Managing all communication services, including traditional voice service and Microsoft Teams (VoIP) including Access Points relating to internal and public internet access.
20. Manage and maintain telecommunication services in police dispatch.
21. Manage Microsoft 365 and Adobe Creative Cloud services.
22. Manage and complete Right to Know and compliance reports relating to digital data retrieval including email and documents.
23. Manage workstations and related hardware services.
24. Manage organizational print, scanning and fax services.
25. Manage parking services, handhelds and portable radios.
26. Manage cameras at Public Works and parking garages.
27. Assist the police department with the municipal building's camera and security services.
28. Manage Help Desk services.
29. Managing the Information Technology Manager.
30. Manage audio, video, recording and streaming services for public meetings.
31. Manage the Borough's YouTube channel.
32. Manage website services.
33. Manage mobile services.
34. Maintain, and plan the operational and capital technology budget including day to day invoicing.
35. Assist the Chief Communication Officer with dispatch related and social media services.
36. Assist the department's Data Manager in respect to data related services, enterprise applications and related projects.

OTHER INITIATIVES, SERVICES AND VISIONING (highlights)

This work falls outside the scope of managed projects, project assistance and help desk tickets.

- Research, design, purchase and testing for possible recording of Planning Commission meetings.
 - Tested the new solution on 4/21/2025. (pictured bottom right)
 - Additional testing on 4/25/2025.
 - Tested the new solution at the PC meeting on 4/22 (w/Ramsey).
 - Tested the new solution at the Recreation meeting, 4/25. (w/Keith)
- Worked with Flash troubleshooting networking issues with the LPR system.
- Planning potential camera upgrades in the Chestnut Street parking garage.
- Purchased and assisted with new camera installations at the Taylor Run Wastewater plant.
- Installed camera monitoring computer at the Taylor Run Wastewater plant.
- Reconfigured the office area for Michele in Finance. Larger work area.
- Set up and configured new Building & Housing Director (PC, Microsoft 365 etc.)
- Research and installed a customer window audio/microphone solution (pictured) for our service windows. (pictured top right)



RIGHT TO KNOW

Each month this office helps gather digital data involving email and digital documents for submitted Right to Know requests.

Jan – 1	Feb – 0	Mar – 0	Apr – 0	May –	Jun -
Jul –	Aug -	Sep -	Oct -	Nov -	Dec -

MEETING MANAGEMENT

The IT Department moderated, streamed and recorded all Borough Council meetings this month.

PROJECTS

Projects led and managed by the Information Technology Department. Project updates will be provided each month relating to each of these.

The major projects include:

1. Workstation Upgrades

This project includes the planned upgrades of computers throughout our organization.

2. Mobile Device Management

*We have partnered with **GoTo Resolve** for mobile device management. The adoption of this solution will provide mobile device management, support, and inventory controls.*

3. Parking Garage Cameras / Security Access

Upgrade and replacement of identified cameras at the Chestnut Street Parking Garage. We are working on various options that will begin the process of replacing the existing surveillance system over the next 2-3 years. (Just under \$26,000 is budgeted in 2024.)

- a. *Installation schedule pending with BSGI.*

4. Agenda & Meeting Management Service

A new end-to-end solution from CivicPlus that will enable our organization to easily manage agendas, minutes, and public meetings, while providing the public with unparalleled transparency and access to the meeting process.

- a. *Template Review – April 3*
- b. *Design Check – April 17*
- c. *System Configuration Review – April 29*

PROJECTS

5. Audio Upgrades in the Borough Council Chambers

New microphone solution for our Borough Council Chambers.

- a. Purchase Order approved and executed.

6. Penetration Testing

This is an important addition to our cybersecurity strategy because it evaluates our communication protocols, identifying areas of modification against current cybersecurity threats. Next year this will become a regular part of our strategy.

- a. Testing completed in early April.
- b. Penetration testing results meeting (with Watchkeep) on April 22.

7. Microsoft Copilot Integration (AI)

For the past few months the IT Department has been testing *Copilot for Microsoft 365*. Copilot is Microsoft's AI (artificial intelligence) engine. AI will eventually play an important part in how work gets done. We are planning to launch an **AI Exploration Team** in April where we will explore the benefits and perils of AI in the workplace.

- a. The team was selected and assigned in mid-April.
- b. Team members began using and testing Microsoft Copilot.
- c. First team meeting discussion scheduled for May

8. Redesign of Building & Housing Website

In collaboration with Sean Metrick, Ramsey Reiner and Wendy Mecke.

Redesigning the many aspects of our Building and Housing website with a minimalist approach to improve visitor ease of use.

- a. Continued working with Ramsey and Sean Metrick redesigning all aspects of the Building & Housing website area.

9. Windows 11 Upgrades

Microsoft will be stopping security updates for the Windows 10 operating system. We are identifying all Windows 10 PC's and completing upgrades to Windows 11. This will take several months as the work needs to be coordinated with staff members. (process continued this month)

PROJECT ASSISTS

This department assists all departments with a diverse range of projects and initiatives.

FINANCE DEPARTMENT – Assisting with an automated ACH solution with Abila.

a. ACH testing scheduled for late April.

POLICE DEPARTMENT – Assisting with the body and car camera migration from Watchguard to Axon. Attended project meetings during the month. (Kickoff meeting was April 2)

CONTINUED EDUCATION & ENGAGEMENT

Cybersecurity and technology in general are continually evolving. One of the best ways to remain ahead is through engagement, education, new ideas and dialog with other professionals in the same sector.

April 1 – MS-ISAC Town Hall & Monthly Meeting Call

April 11 – Conflict Resolution Training (with department managers)

April 22 - Barracuda – New Email Protection Features conference

April 23 – PTI: AI Summit for Cities & Counties (virtual/8 hours)

April 24 – Barracuda virtual Hackathon: Phishing (participated as a “hacker”)

April 29 – MS-ISAC Monthly Membership Call



ONLINE ANALYTICS – COUNCIL MEETINGS

Below are the streaming analytics of our Borough Council meetings both on Facebook (live and afterward viewing) as well as on our YouTube channel.

Borough of West Chester YouTube Channel

YOUTUBE	VIEWS BY MONTH			
	Jan	Feb	Mar	Apr
ACT	30	28	13	94
Public Works	59	73	37	51
Parking	35	40	31	38
Finance & Revenue	62	28	41	13
Public Safety	35	46	42	39
Smart Growth	48	39	50	49
Worksession	81	57	86	96
Voting Session	55	51	64	54



Facebook Page – Streaming Council Meetings*

FACEBOOK	VIEWS BY MONTH			
	Jan	Feb	Mar	Apr
Committee Meetings	240	402	430	1204
Committee Meetings	382	365	361	973
Worksession	200	382	552	953
Voting Session	312	229	446	536



* The “views” include watching the live stream and viewership afterward.

CYBERSECURITY

Our organization's cybersecurity effort consumes a large part of our day-to-day activities as well as requiring 24x7 monitoring, investigation, and remediation. This responsibility is managed with the utmost care and commitment.

These efforts include the management of several diverse hard and soft solutions. These include:

Barracuda™

- Email Gateway Defense – basic email flow security
- Content Shield (internet traffic monitoring, management, and control)
- Impersonation Protection – automated ATP services
- Incident Response – manual ATP response, investigation & response
- Cloud-to-Cloud Backup – Microsoft 365 services
- Security Awareness Training – phishing and email staff training & audits
- Physical Firewall & VPN services at all borough operated facilities.
- Data Inspector – liability protection, PII monitoring *upcoming

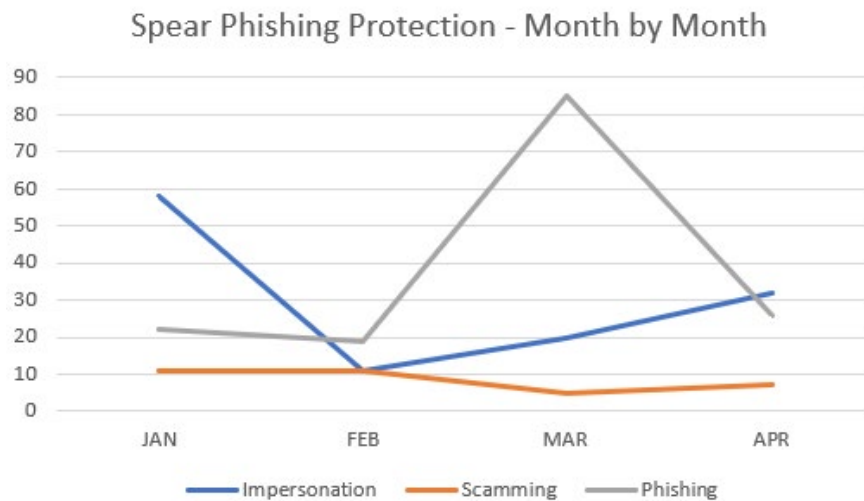
Other Partners

- Bitdefender – AV services
- Microsoft – Two Factor Authentication
- Duo – Two Factor Authentication *currently rolling out.
- Datto – Backup & Disaster Recovery (on premises and remote)
- LogMein – This allows the information technology to monitor and manage Windows Updates and Anti-Virus services on all the workstations. This solution also provides the ability to remotely assist employees with technical issues and manage servers.

CYBERSECURITY – EMAIL SECURITY

This is automated services using AI (artificial intelligence) and other internal solutions to proactively identify and prevent **phishing, impersonation, scamming, (new) conversation hacking & extortion** messages from landing in our employee's mailboxes.

It is important to note that although this is an automated solution each event is also investigated immediately by the information technology staff. This is because, from time to time some of the messages may not be removed from a user's mailbox or this action can be delayed.



There was a total of **65** automated email protection incidents during the month.

Year to Date: **307**.

CYBERSECURITY – INCIDENT RESPONSE

These are incidents that are either discovered by the information technology staff during regular audits or **reported by our staff as “suspicious”**.

These incident types are often the result of our security awareness training and our effort of continually communicating with staff regarding cybersecurity – and their important role in helping to protect the organization.



There was a total of **39** investigations and remediations during the month.
Year to Date: **180**. (*average of 45 self-reported incidents each month*)

CYBERSECURITY – ACCOUNT TAKEOVER

This is where Microsoft or Barracuda identifies a suspicious login attempt for any of our employees. These suspicious attempts can be the result of an unusual geographic login location, a suspicious device, or an outdated operating system.

There were **0** reported account takeover *attempts* this month.

Year to Date: **0**

CYBERSECURITY – SECURITY AWARENESS TRAINING

Security Awareness Training is a diverse responsibility. This includes actual regular classes with our staff, conducting and evaluating monthly phishing (email) campaigns and publishing a weekly Cybersecurity [Friday] newsletter.

Staff training is critical to our organization in respect to cybersecurity because even with state-of-the-art solutions and day-to-day management of those solutions, nothing is 100% and threats will make it to our employees from time to time. The cybersecurity landscape is continually changing and becoming more complex. Training is essential.

This month's phishing test was a "jelly bean counting contest". I want to say "well done" to everyone. No one (no one!) clicked or interacted with the holiday themed email that invited the reader to count jelly beans and win a gift card.

Many of you went out of your way to report the email to the IT Department. My favorite response was from Wendy who stated, *"What kind of jellybean he** is this??!!"*

Remember. Do not enter prizes in unsolicited email messages at work or home. It is almost, surely, a phishing attack.

Total Emails Sent: 108
 Bounced Emails: 4
 Out of Office Replies Received: 0
 Users Who Clicked a Link: 0 (0%)
 Users Who Replied to Email: 0 (0%)
 Users Who Logged In: 0 (0%)
 Users Who Reported Email as a Potential Phish: 21



CYBERSECURITY – EDUCATION & ENGAGEMENT

CYBERSECURITY FRIDAY

Each Friday morning, we distribute, through Constant Contact, our *Cybersecurity Friday* newsletter to staff, stakeholders and those interested in our community.

Each issue has a theme surrounding cybersecurity, cybersecurity news and shoutouts to our Cybersecurity All-Stars.

	<p>April 4, 2025 - Issue 135</p> <p>April 11, 2025 - Issue 136</p> <p>April 17, 2025 - Issue 137</p> <p>April 25, 2025 - Issue 138</p>
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CYBERSECURITY DAILY – YOUTUBE CHANNEL

This month we continued providing short daily Cybersecurity videos for our staff, stakeholders and the community.

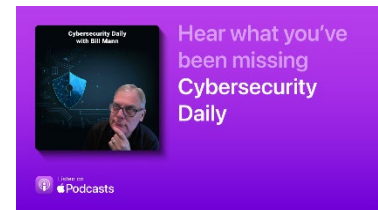


The mission here is to provide additional daily training for staff in very short videos which are under 5 minutes. Each week contains a cybersecurity theme.

You can visit [Cybersecurity Daily](#) on YouTube. Be sure to hit that subscribe button.

CYBERSECURITY DAILY – APPLE PODCAST

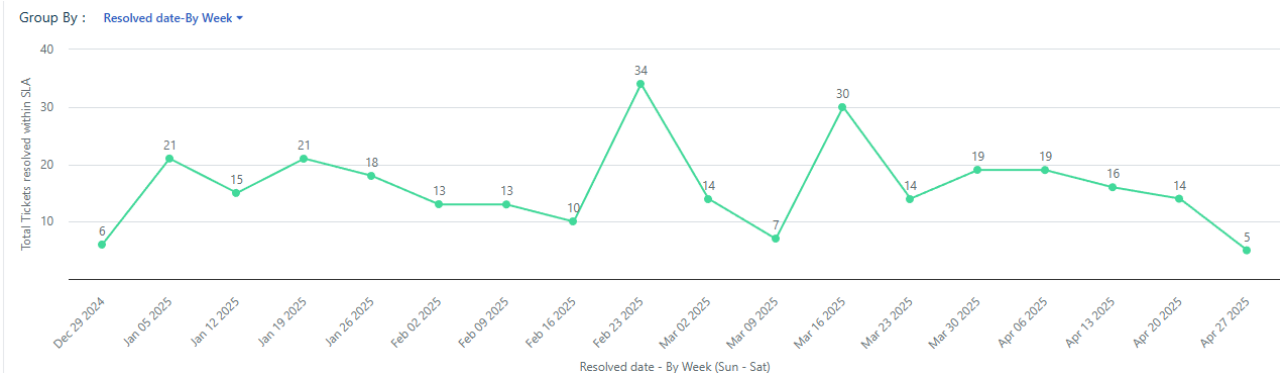
In February we launched the **Cybersecurity Daily** podcast on Apple Podcasts. This is simply an audio only version of the YouTube Channel, making it easy for listening while on the go.



You can subscribe on Apple Podcasts by searching *Cybersecurity Daily* or clicking [here](#).

HELP DESK SERVICES

Help desk services are a core function of the information technology staff. Every department, every employee relies on the diverse soft and hard solutions that they rely on to get their job done. From hardware of all types, software solutions, cloud services and more, it is through help desk services that our organization can function.



Help desk services are also a 24x7 service as many of our departments, including the police department, rely on information technology regardless of the day of the week or time of day. Both Jeff Carbohn and I are on-call for these services.

A note regarding statistics

It should also be noted that **only about 70%** of actual requests for help or assistance are documented by our help desk solution. This is because employees will *call us directly, email us or stop into the office* when they need help. We of course respond as quickly as possible and help the employee. The result, however, is that these service requests are often not documented. We are working to improve this.

- Total Resolved Tickets for the month: **78**
- Monthly Average: **86**
- Year to Date: **312**

UNSCHEDULED EVENTS

These are organizational wide events involving infrastructure and services that are not scheduled or expected.

The smaller the number, the better!

There were **0** unscheduled (related) service issues this month.

Updates and Upgrades

- All Servers were updated and patched.
- Workstation updates and patches.

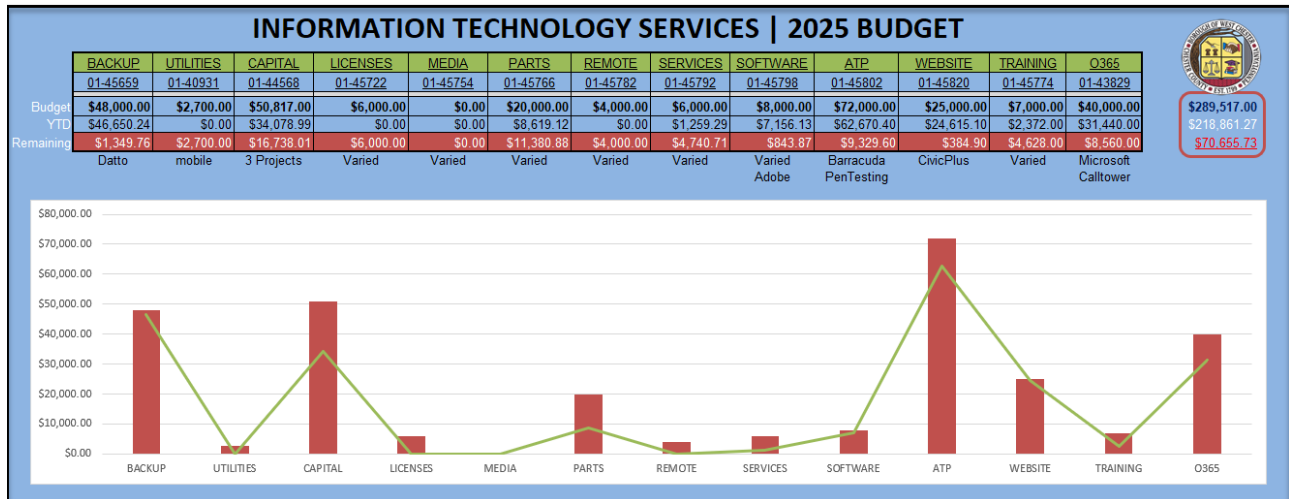
2025 BUDGET

In addition to our continued mission to provide the best technology services possible, *in a budget responsible for the entire organization*, there are several exciting initiatives that we will be working on throughout 2025.

- AI Exploration and Adoption (Microsoft CoPilot™)
- Quarterly Network Penetration Testing
- Upgrades to the audio services in the BCC.
- Enhances to our Website services. (Meetings & Agendas)
- Scheduled workstation upgrades throughout the organization.
- Windows 11 Upgrades



Below is the adopted 2025 Information Technology Budget, including capital costs.



2025 Budget = \$289,517.00
 YTD = \$1218,861.27* *This includes contracted and projected spending for the year.*
 Balance = 70,655.73



IT Manager Monthly Report

Jeffrey Carbohn | Borough of West Chester | April 2025

Projects

Parking Garage Network Upgrade



Execution Phase

Organization was done inside of the High Street cabinet. Additional shelving is being purchased so I can put the other Flash equipment inside the cabinet so it's neatly organized.

Axon Body / In-Car Camera Migration

Execution Phase

The IT department is assisting the police department to transition from WatchGuard to Axon.

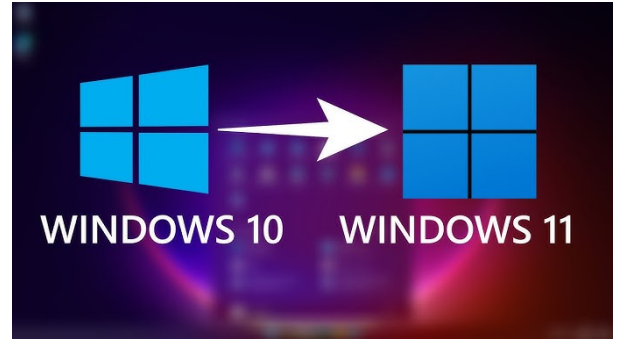
I went through training with Jeff Ditz and a trainer from Axon on how the in-car functionality works. This training took about 30 minutes.



Windows 10 to Windows 11 Upgrades

Planning Phase

Microsoft has declared its support for Windows 10 to stop at the end of October 2025. I'm working on a scheduled upgrade plan for each department that still have Windows 10 device. Windows 11 upgrades will start in May.



Infrastructure

Issue	Category	Severity	Location	Issue Description
LPR stream	Cameras	⚠️	Chestnut St. Garage	<p>LPR stream isn't pulling car license plates to permit cars in and out of the garage. We've been working with FLASH to resolve the problem by switching the ISP service from Verizon to Comcast. There are still intermittent issues that are trying to be worked out. I will be installing enterprise grade networking gear at the garage to help stabilize the bandwidth needs into the month of April.</p> <p>Update: The issue turned out to be one of the controller boxes from Flash. They programmed a new controller and the issue was resolved April 9th.</p>
⚠️	Unscheduled downtime impacting services to users or infrastructure.			
⚠️	Noticeable service degrades effecting some services to users or infrastructure.			
ℹ️	Scheduled maintenance or downtime for users.			

Other Notable Servicing

April 11th - Worked with Alex Lopez from Watchkeep that manages our local and cloud backups with Datto to setup an vCenter server access after the rebuild so he could access for backing up.

April 22nd - Reviewed our network penetration testing with Watchkeep technology team.

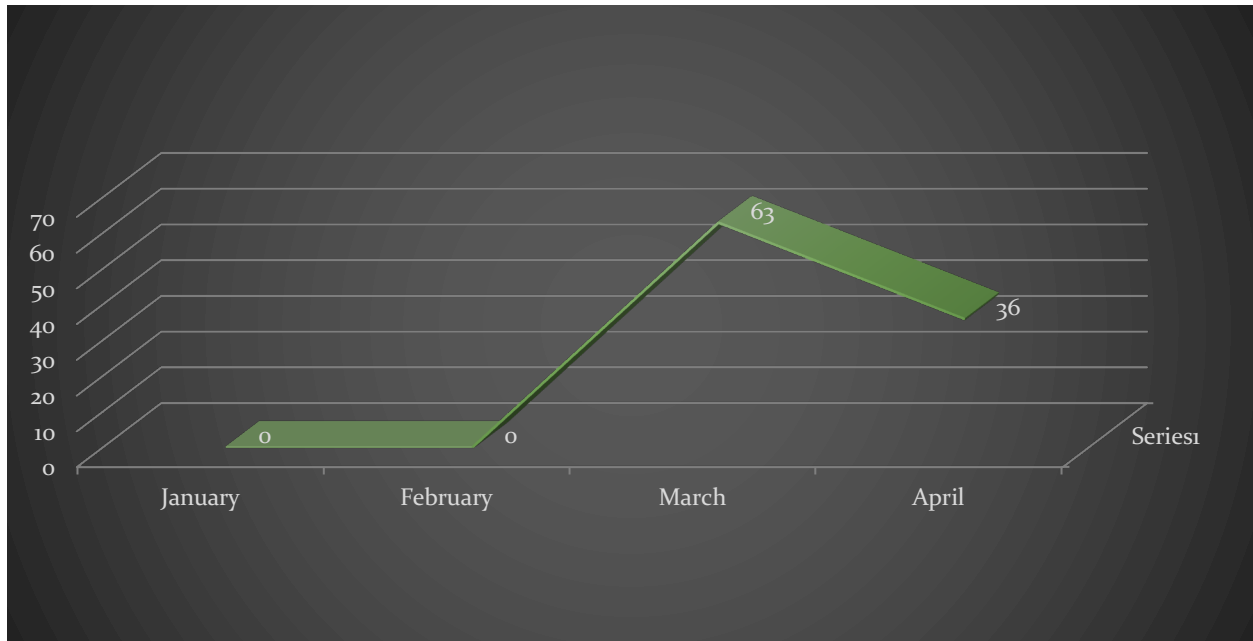
April 23rd - I add group policies to our domain controller to push out to all workstations to correct the vulnerabilities from our penetration report.

April 30th - Setup the new laptop for the social worker in the police department.

April 30th - Updated the meeting grids on the website for the May meetings.

Help Desk Ticket Review

March Ticket Count (Self) : 36



Trainings

No training for 2025

**Sustainability
Director's
Report
May 2025**





Energy & Facilities

Chestnut St. Garage

38% reduction in YoY energy use from identifying and replacing faulty frost prevention heaters in the elevator hoist ways. Identified by no-cost implementation of real-time energy monitoring system by IFM Efactor in 2024, coordinated by residents. Replacement work completed Spring 2025. \$15,000 annual energy cost savings.

Energy Benchmarking in the Burbs

Borough Council approved LOU for West Chester’s participation in the DVRPC-led Sustainable Building Collaborative, to explore potential energy benchmarking/conservation policy implemented 10+ years ago in Philadelphia.

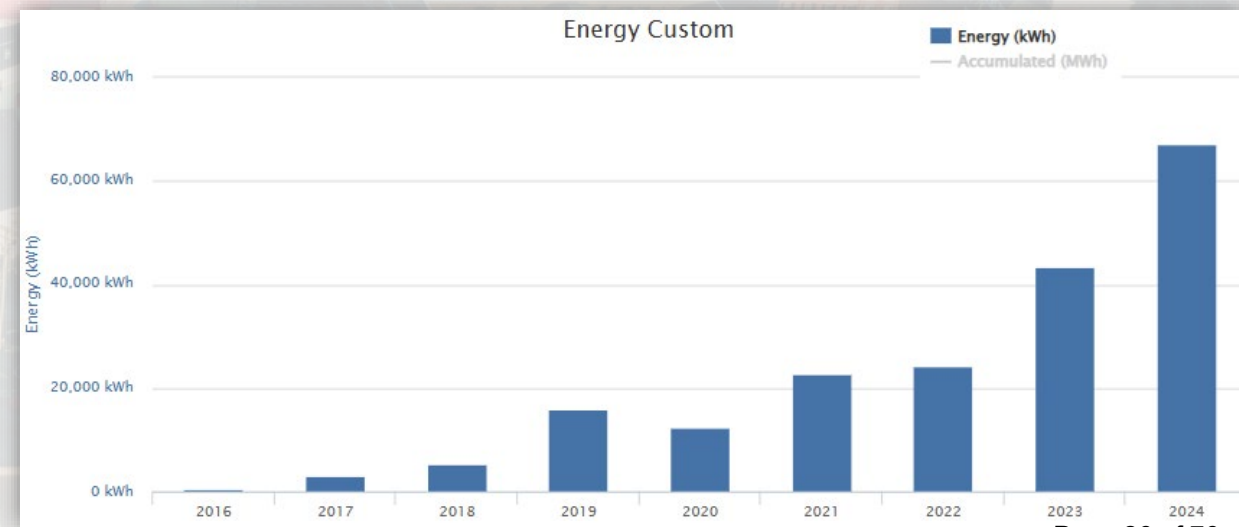
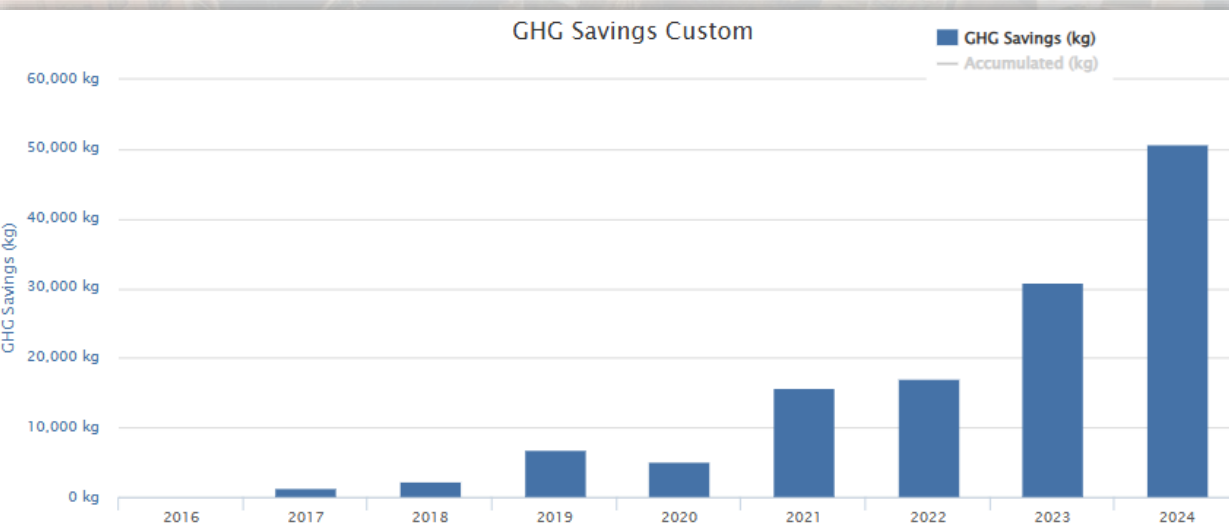
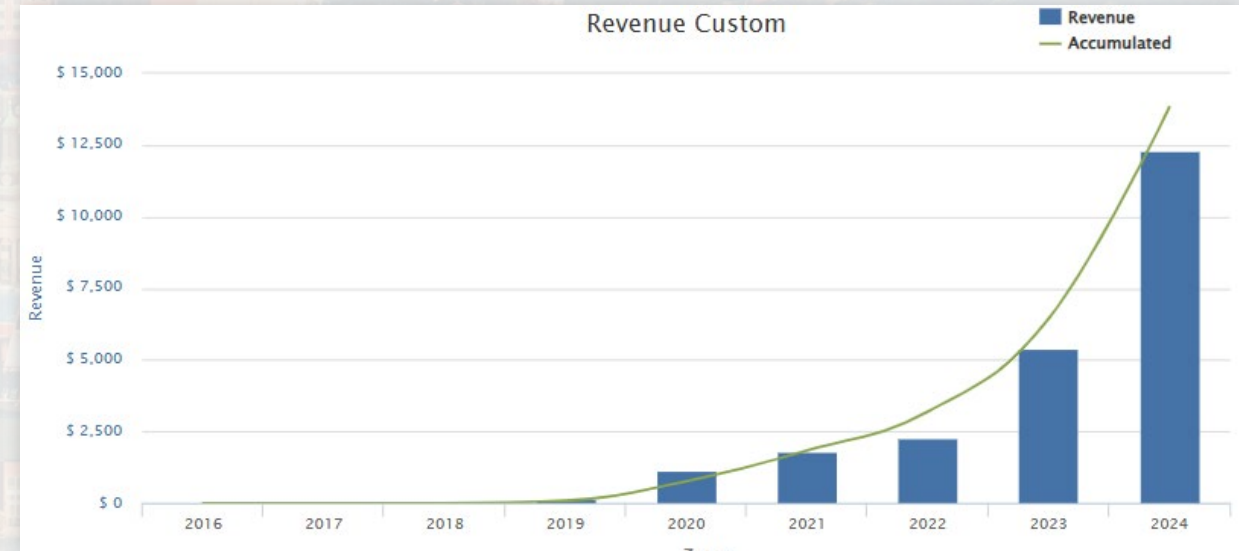
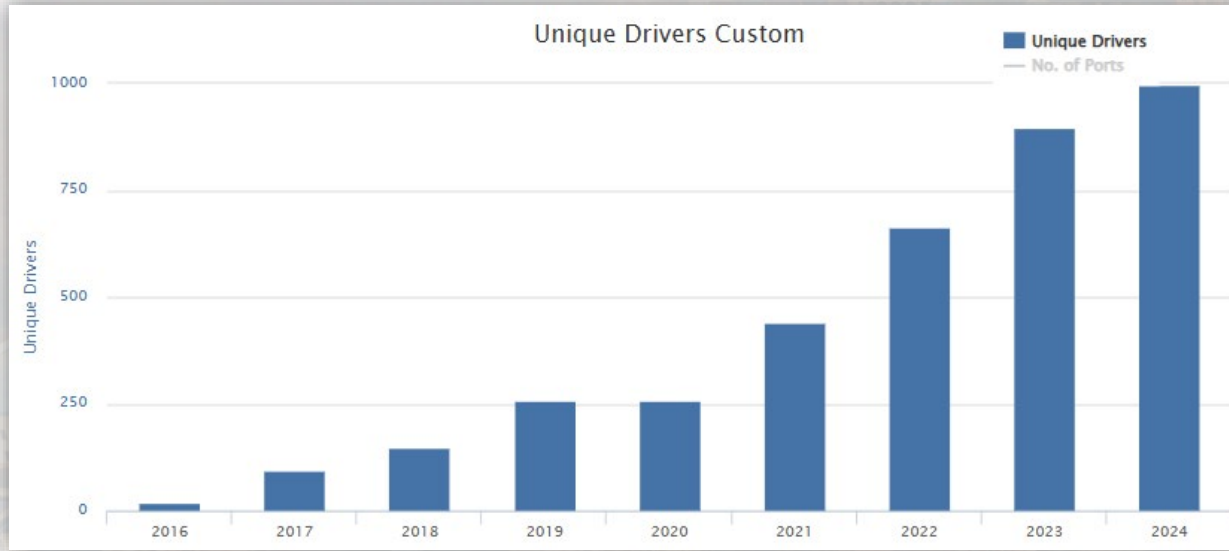
West Chester Sustainable! Green Building Checklist

Update pre-development checklist for all new SALDO applications. Simplify, strengthen, and tie into RF100 community energy goals. Re-align with goals of zoning code, and include amendment to code for next update to SALDO & Ch. 112 (zoning)

EV Charging Infrastructure

Replaced EVCS at Bicentennial due to irreparable fault. Work completed at \$0 cost, unit under warranty. Resolved several additional “system faults” stemming from user support requests.

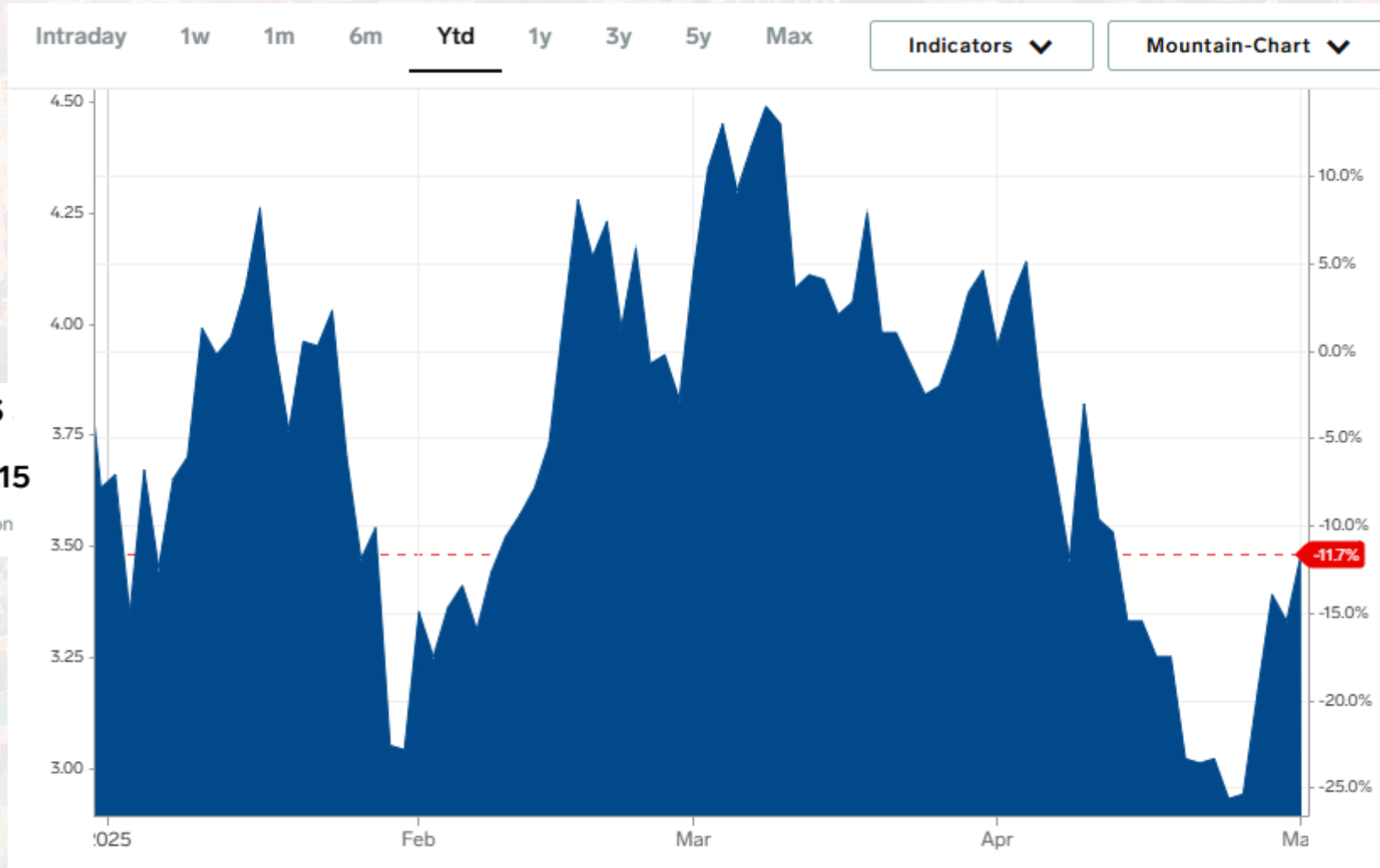
Public EV Charging



Police “Shore Power” Project



A word on tariffs...



NATURAL GAS
3.63 +0.15
01:49:22 PM MI Indication

A word on tariffs...

OIL (WTI) Price
58.23
01:52:43 PM NYMEX



Committee Work

Sustainability Advisory Committee

- Created topic-specific materials for community event tabling in and around West Chester
 - Recycling, composting, dark skies, stormwater, home energy, EVs/EV Charging
- Topics of discussion and ongoing committee work:
 - Dark skies lighting regs
 - Revisions to Green Building Checklist and West Chester Sustainable! Certification program
 - Presented to Planning Commission at April Worksession
 - Review of Axel Square proposed development (W. Washington St.)

Transportation Advisory Committee

- Adopted mission statement, creating page & content on Borough website
- Partnering with DVRPC to gather public input on transportation needs and priorities to facilitate planning
- Topics of discussion and committee work:
 - Missing Sidewalks
 - Mapping homes without off-street parking
 - Curbside EV charging
 - Trail connectivity
 - WCU shuttle





Community

Winter Salt Week

Hosted the WCU and Stroud Water Research Center's annual Winter Salt Week, an event documenting increasing salinity in waterways nationwide:

<https://swrc.maps.arcgis.com/apps/webappviewer/index.html?id=6de8e168d1674679a316533dd58a7abe>

Goose Creek Cleanup

Volunteers pulled 1,240 lbs of trash on March 29th, with logistics support from West Chester Borough

Adopt-a-Rain Garden Volunteers Annual Meeting

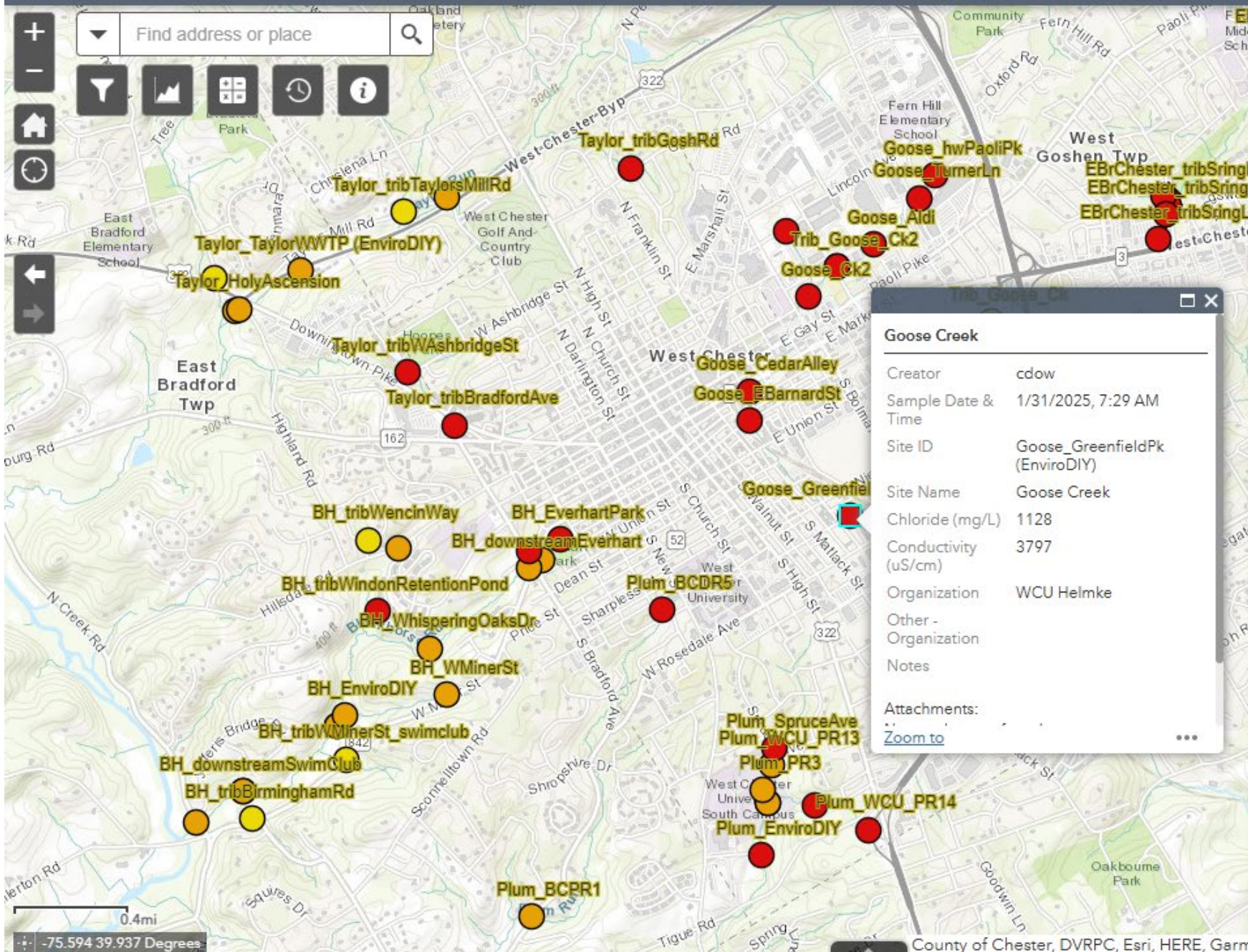
Volunteers convening May 21st for annual meeting, to review update on Borough stormwater initiatives, new projects, and maintenance responsibilities for adopted BMP locations

Composting at Parks & Recreation Events

Keep an eye out for composting receptacles at this summer's community events in West Chester parks

Community Cleanup

300+ volunteers -- including staff, students, residents, and business owners -- joined Mayor Debaptiste and Chief Lee for spring cleaning on Sunday May 27th



Legend Information

Chloride Criteria

Winter Salt Stream Snapshot locations

Chloride (mg/L)

- > 230
- > 120 - 230
- > 50 - 120
- < 50
- ◆ No chloride value

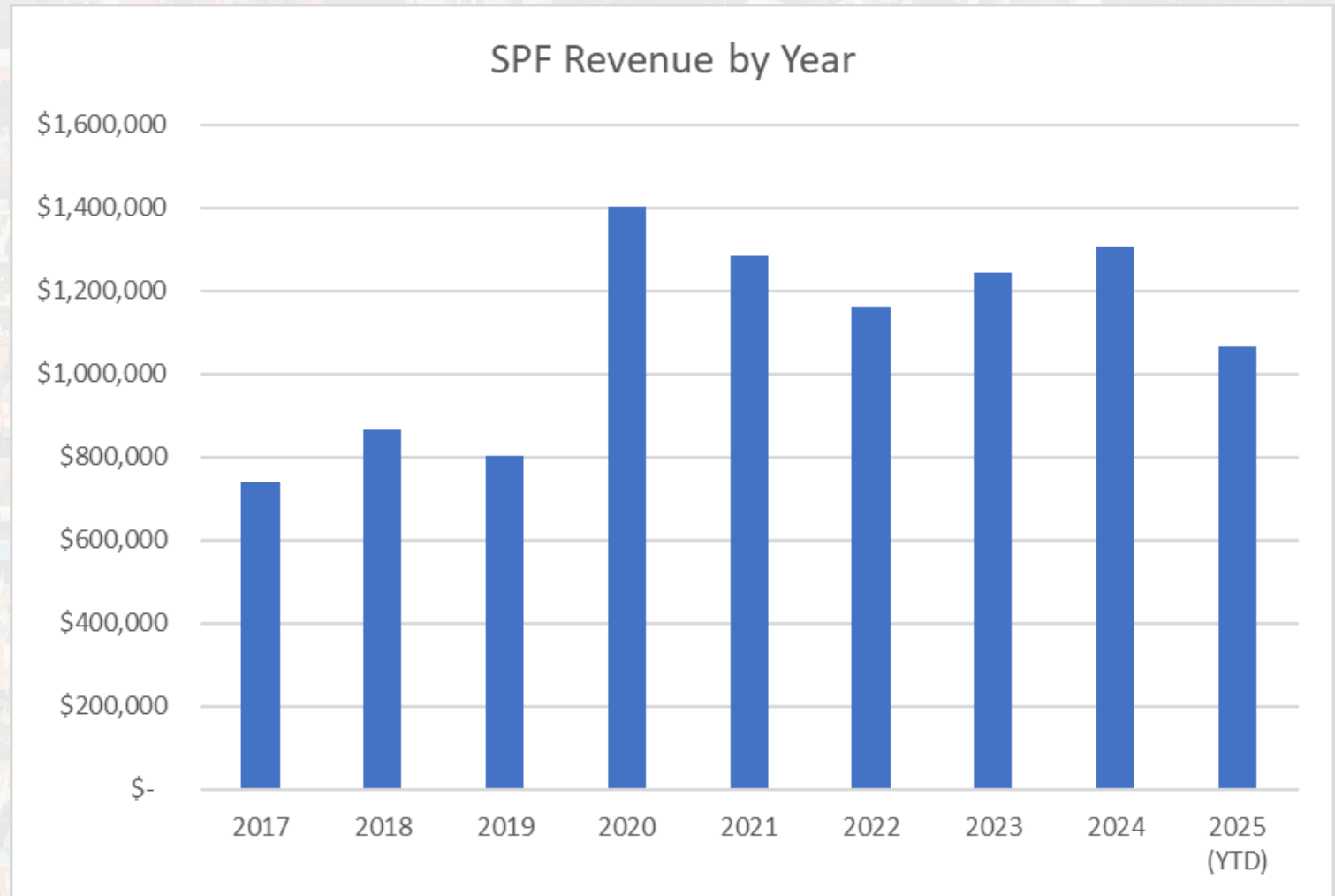
Chloride Criteria and Thresholds (selected criteria are used in symbolizing site data):

Organization	Long-term (chronic) chloride toxicity criterion (mg/l)	Short-term (acute) chloride toxicity criterion (mg/l)	Links
U.S. Environmental Protection Agency (and many states) (1988)	230	860	Ambient Water Quality Criteria Chloride-1988
Canadian Council of Ministers of the Environment (2011)	120	640	Canadian Water Quality Guidelines for the Protection of Aquatic Life - Chloride



Stream Protection Fee – 1Q Results

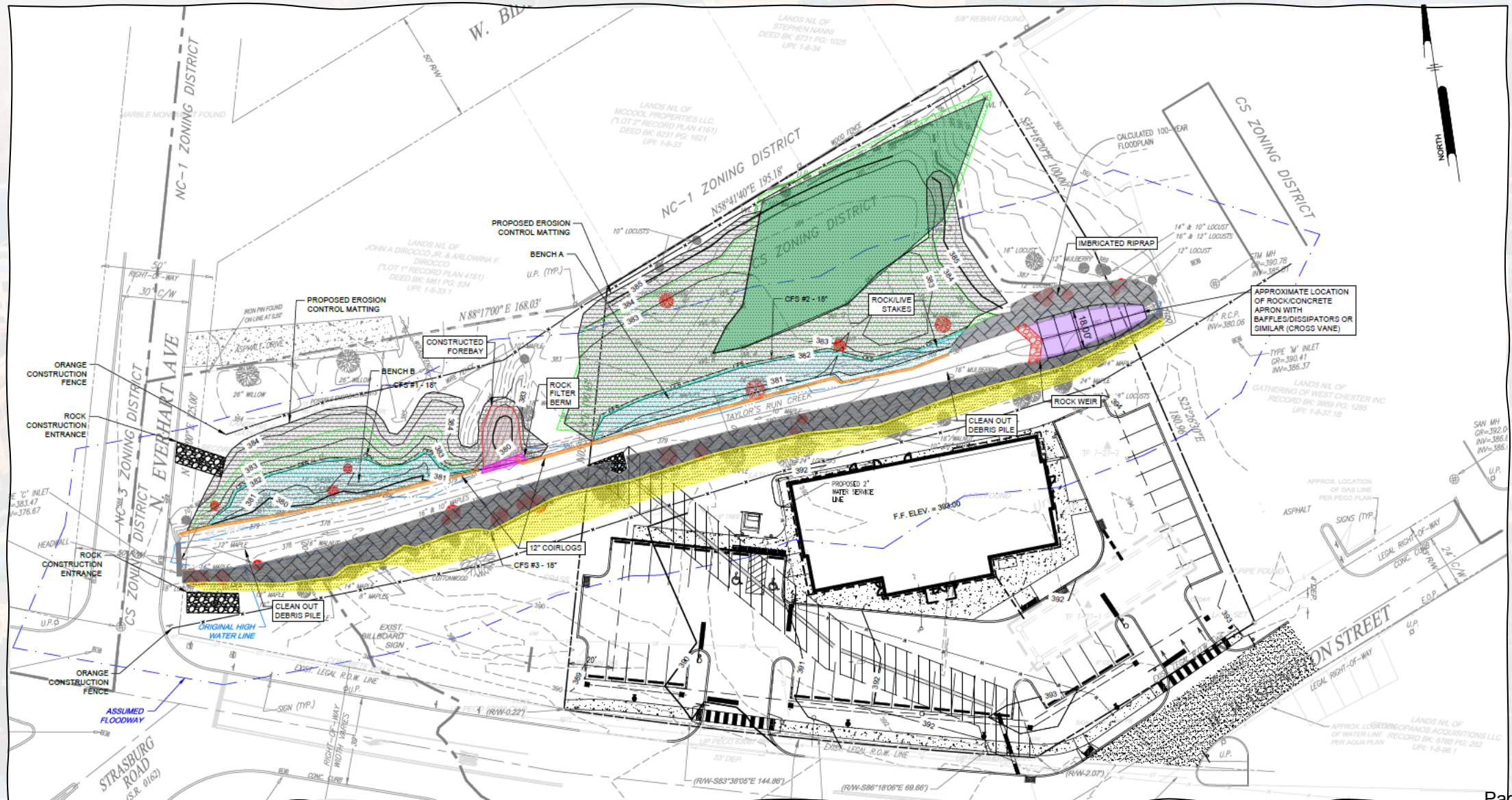
- 1Q revenue best ever at \$1.023M
- Customer service inquiries via SPF@west-chester.com down 25% YoY
- Collections claims for unpaid 2024 created, down 14% YoY
- 41 property transferred
- 18 properties reassessed, appealed, or applied for credits towards the annual fee
- Outstanding second quarter payments due in June



New Green SWM



Taylor Run Stream Restoration



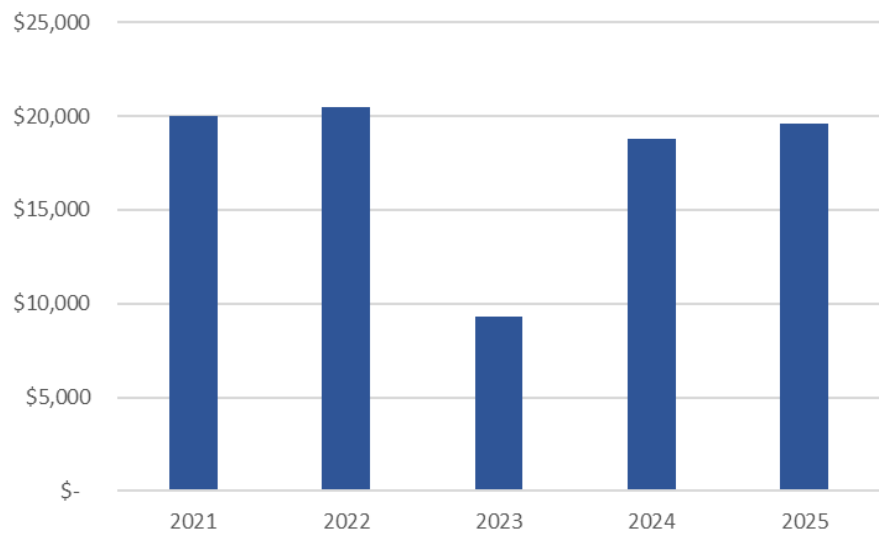
Green SWM Maintenance



Green SWM Maintenance



Annual BMP Maintenance Contract Costs





Grant Activity

Submitted Applications:

- FEMA Assistance to Firefighters - \$263,27
 - Upgraded Radio Equipment
- Chester County CRP - \$829,513
 - Gay Street Open Air Marketplace - Phase II
- DCED Small Water & Sewer - \$500,000
 - Goose Creek Conveyance Improvements – Phase II

Grants Awarded:

- PA DEP 904 Recycling Performance Grant - \$79,386

Upcoming Applications:

- DCED Flood Mitigation – May 31 - \$500,000
 - Brick Storm Sewer Relining – Phase II
- DCED Greenways & Recreation – May 31 - \$250,000
 - John O. Green Park Improvements
- DEP Growing Greener – June 20 - \$250,000 +/-
 - Chestnut & Darling Lot improvements & Green Stormwater Management

DOGE'd EPA Grant

- One-year planning grant submitted and awarded in 2024, but rescinded in 2025
- Scope of Work:
 - Design and distribution of community engagement/survey for residents of West Chester
 - Completion of a site plan/preliminary site design for permitted facility at Snyder Ave
 - Completion of operations and financial sustainability plan, including collection of materials from West Chester homes and businesses
 - Completion of detailed capital improvement plan, based on site & operations plan outlined above
 - Completion of an RFP for 3rd-party, to manage day-to-day operations of the compost facility
 - Initiation of PA DEP WMGM017 General Permit process for the site
- Goal: Bring opt-in, extremely low-cost curbside composting to West Chester, and accommodate additional regional capacity at site leased to/managed by a 3rd party



Looking Ahead

Stormwater BMP Inspections

Restarting routine inspections of engineered stormwater BMPs on private properties, and connecting dots between SPF billing.

Updates to MS4 Stormwater Regs

Awaiting significant changes to PA's MS4 permit program, with implications for future project planning and stormwater spending.

Green Building Checklist

Ongoing revisions to the West Chester Sustainable! Building Checklist – required piece for new development submissions, tied to Borough's zoning code.

Chestnut St. Garage Solar Inverter

PV Inverter is beyond useful life. Working on budgeting and identifying project partner for replacement in 2026.

Grant Season (PA-Funded)

Several applications being prepared ahead of May and June deadlines --from DCED, DCNR, and DEP– for stormwater and parks/open space projects.

EV Charging Expansion (public)

Add additional EV charging capacity at Borough-owned parking garages, focusing on monthly parkers. Install first NACS charging technology.

Chester County Sustainability Summit

Hosted by West Chester University on Saturday May 17th – Free and open to all!

Personnel Policy re: plug-in Vehicles

Create SOPs & addenda to employee handbook, to prepare for additional plug-in vehicles and making most efficient use of existing assets.

Data Manager Quarterly Report Q1 2025 (January – April)

Data/Reporting

- Building and Housing
 - “Rental inspections performed” report
 - “2023/24 outstanding rental license payments” report
 - “2024/25 outstanding rental license payments” report
 - “Last known rental inspection” report
 - PEMA annual floodplain reporting
 - Reconfigure rental inspection letters to automatically generate based on inspection outcome
- Finance
 - Create tax billing and bulk payer files
 - Bulk load ~35% of tax payments w/ Finance and vendor
- Public Works
 - Cartegraph Administration
- Wastewater
 - Monthly report from Cartegraph
- Parks and Rec
 - Special event application configuration and training for Sgt Malicki

Mapping

- Update County addressing data
- Create data to feed Parking’s new LPR system
- Fix and update travel advisory map
- Updated sanitary sewer infrastructure maps
- Snow route mapping
- Research sewer ROW/easements
- Updated short term rental map with listings that are still active on Airbnb and VRBO
- Created Inflow & Infiltration reference web map
- Create new WC BID map
- Storm Sewer Outfall drainage area delineation
- Update Service Area Lookup data

System Administration

- Create rental licensing standard operating procedure
- Train Parking users on parking utilization survey
- Troubleshoot SmartGov iPad app login issue w/ IT (resolved)
- Troubleshoot SmartGov back-office issues (resolved)
- Worked on Special Event Applications with Parks and Recreation and WCPD
- Wrote, posted, and solicited responses to request for information (RFI) for new integrated finance solution (responses due 6/16/2025)
- Troubleshoot Taylor Run WWTP Excel issues w/ IT (resolved)
- Create permitting portal login instructions
- Monthly wastewater check-ins
- Granted access to Nearmap and provided background materials to WCPD

Other

- Provided customer service and guidance to Building and Housing customers regarding permitting and licensing
- Completed RTKs
- On-board third-party contractors and new staff at Building and Housing
- Create rental inspection checklist sheet (English and Spanish)
- Hiring summer intern (tentative start date of 5/12/2025)

MEETING MINUTES

Administration, Communication & Technology Committee of Borough Council

Date: Tuesday, April 8, 2025 @ 5:30 PM

Committee Members: Bryan Travis, Chair
Brian McGinnis
Sheila Vaccaro

Staff: William Mann, Chief Information Security Officer
John Crouser, Director of Human Resources
Nicholas Fink, Manager of Data and Enterprise Applications
Will Williams, Director of Sustainability
Sean Metrick, Borough Manager

MEETING MINUTES

I. Announcements

Comments, suggestions, petitions by residents in attendance regarding items not on the agenda. (Please be advised that all public comments have a 5-minute time limit.)

II. Reports

- A. CISO Monthly Report – submitted for questions and comments - **COMPLETED**
- B. Human Resources report - **COMPLETED**

III. Old business

- A. Approve the March 2025 minutes – **APPROVED 3-0**
- B. SEPTA and West Chester Borough lease agreement for use of West Chester Branch Line - **Agreed to direct the Solicitor to include language in the lease between SEPTA and the West Chester Borough, to include additional language of the use on the West Chester Branch, to include commuter rail service, as well as the use by the West Chester Railroad. 3-0**
- C. West Chester Borough and 4 State, dba West Chester Railroad, sublease agreement for operation of a tourist train
See committee action from Item III-B ↑
- D. Discussion of requirement of International Code Council certification for specialized trades, HVAC, electric, plumbing, under Borough code (attachment)
Agreed to Amend Ordinance(s) language to state, "such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work." 3-0

IV. **New business**

A. Recommend Borough Council Chambers audio/microphone capital project. (*attachment*)
APPROVED 3-0

B. Discuss Tariff impact to the Borough
General Discussion – No action

V. **Adjournment**

SUBLEASE AGREEMENT

THIS SUBLEASE AGREEMENT (the "Sublease Agreement"), made and entered into this ___ day of _____, 20__ and effective the ___ day of _____, 20__, between the BOROUGH OF WEST CHESTER, a governmental entity of the Commonwealth of Pennsylvania, hereinafter called the "Borough" or the "Sublessor" and 4 STATES RAILWAY SERVICE, INC., a Delaware corporation, P.O. Box 385 Yorklyn, Delaware 19736, hereinafter called the "4 States" or the "Sublessee".

BACKGROUND:

WHEREAS, the Southeastern Pennsylvania Transit Authority ("SEPTA") is the owner of a railroad right-of-way known as the West Chester Branch; and

WHEREAS, SEPTA entered into a lease agreement ("First Lease") with the Borough on December 31, 1996 (and made effective July 1, 1996), whereby SEPTA leased to the Borough that part of the West Chester Branch that is located between West Chester and Glen Mills for the operation of a tourist railroad, subject to SEPTA's reservation of certain rights; and

WHEREAS, on July 1, 1996, the Borough entered a sublease with 4 States ("First Sublease") with SEPTA's approval for the Glen Mills-West Chester Branch as more particularly described in the First Lease and First Sublease; and

WHEREAS, SEPTA and Borough entered into a lease agreement ("Second Lease") on June 18, 2008, the effective date of which was July 1, 2008; and

WHEREAS, on June 18, 2008, the Borough entered a sublease with 4 States ("Second Sublease") with SEPTA's approval for the Glen Mills-West Chester Branch as more particularly described in the Second Lease and Second Sublease; and

WHEREAS, by letters dated January 31, 2023 and March 28, 2024, the Borough exercised its right pursuant to Section 3.4 of the Second Lease to renew the Second Lease with SEPTA for successive one-year terms with the latest term to expire on June 30, 2025; and

WHEREAS, 4 States also exercised its rights to renew the Sublease for successive one-year terms; and

WHEREAS, SEPTA and the Borough desire to enter a new lease (the "SEPTA Lease") to allow the Borough and its Passenger Operator the right to: (i) operate a tourist railroad on the railroad right-of-way between West Chester and Glen Mills; (ii) operate in non-revenue service upon the railroad right of way between Glen Mills (Milepost 20.10) and Wawa (Milepost 18.39) herein known as the "Glen Mills-Wawa Branch" for the purpose of interchange; and (iii) occupy Glen Mills Passenger Station; and

WHEREAS, the Parties now desire to terminate the Second Sublease and enter into this Sublease to permit 4 States to: (i) operate a tourist railroad on the railroad right-of-way between West Chester and Glen Mills; (ii) operate in non-revenue service upon the railroad right of way between Glen Mills (Milepost 20.10) and Wawa (Milepost 18.39) herein known as the "Glen Mills – Wawa Branch" for the purpose of interchange; (iii) occupy Glen Mills Passenger Station (collectively the "Premises");

NOW, THEREFORE, for valuable consideration and the mutual covenants and agreements herein contained, the parties hereto agree to the following:

1. Property and Purpose.

A. The Borough hereby subleases to 4 States for the consideration of One (\$1.00) Dollar per lease year, subject to the terms and conditions contained herein, the Premises for the purpose of: (i) operating a tourist railroad on the railroad right-of-way between West Chester and Glen Mills; (ii) operating in non-revenue service upon the railroad right of way between Glen Mills (Milepost 20.10) and Wawa (Milepost 18.39) herein known as the "Glen Mills – Wawa Branch" for the purpose of interchange; (iii) occupying the Glen Mills Passenger Station (collectively, the "Permitted Use"). 4 States may not use the Premises for any purpose other than the Permitted Use. 4 States shall have the non-exclusive right to use the Premises for the Permitted Use during the term of this Sublease Agreement, or any extension or renewal thereof, subject to the terms and conditions hereinafter contained.

B. 4 States acknowledges that SEPTA specifically retains a superior right to operate and maintain the existing electric traction structure and system and nothing contained in this Sublease Agreement is intended to convey to 4 States any rights in or to the aforesaid electric facilities. 4 States shall not operate its railroad in a manner that conflicts with the railroad traffic of SEPTA and other railroads to whom SEPTA gives permission to operate on the West Chester Branch.

2. Conditions Precedent. This Sublease Agreement is conditioned on:

A. SEPTA arranging, at no cost to SEPTA and at the sole cost, risk and expense of 4 States, for the operations of 4 States to operate in a way that will not conflict with certain work trains operated by the National Railroad Passenger Corporation ("Amtrak");

B. The Borough executing the SEPTA Lease Agreement to permit an approved Passenger Operator to provide passenger and non-passenger service over the Premises; and

C. SEPTA securing any required approvals including that of its Board, of its collective bargaining units covering some or all of its railroad workers and

from any federal, state or local entities.

3. Term and Termination.

A. The initial term of this Sublease Agreement shall commence on the Effective Date of the SEPTA Lease and shall continue for a period of fifteen (15) years until, 2040, unless terminated prior thereto as hereinafter provided (the "Initial Term").

B. The SEPTA Lease provides that provided Borough is not, at the time of the exercise of its rights to extend the term of the SEPTA Lease, in default under any provision of the SEPTA Lease, nor committed any act or failure to act which, but for the passage of time or the giving of notice would constitute a default under the SEPTA Lease, Borough shall have, and is hereby granted, the right to exercise up to five (5) consecutive one-year optional terms beginning at the end of the Initial Term (each one-year option is an "Optional Term").

C. The SEPTA Lease provides that, subject to SEPTA's written consent, which can be withheld for any reason, the Borough has the right to renew and extend its lease of the Premises, by giving written notice to SEPTA at least ninety (90) days, but no more than two hundred and seventy (270) days, prior to the expiration date of the Initial Term or any Optional Term thereof for successive Optional Terms from the original expiration date or any Optional Term thereof. If the Borough intends to renew and extend the SEPTA Lease, it shall notify 4 States in writing of its intent to do so, and 4 States shall have the right to renew and extend this Sublease Agreement for the same period of time; provided that it notifies the Borough in writing of its intent to renew within thirty (30) days after the receipt of the Borough's notification to SEPTA of its intent to renew the SEPTA Lease, and provided that SEPTA consents to the Borough's renewal and extension and further provided that 4 States is not in default under the terms and conditions of this Sublease Agreement.

D. This Sublease Agreement shall terminate on the last day of the Initial Term or on the last day of any Optional Term that Borough and 4 States may exercise in accordance with this Section without the necessity of any notice from either Borough or 4 States to terminate, and 4 States hereby waives notice to vacate or quit the Premises and agrees that Borough shall be entitled to the benefit of all provisions of law respecting the summary recovery of possession of the Premises from 4 States holding over to the same extent as if statutory notice had been given. If 4 States fails to surrender the Premises at the end of the Initial Term or any Optional Term, 4 States will be liable to Borough for any and all damages that Borough shall suffer by reason thereof and 4 States shall indemnify Borough against all claims and demands made by any succeeding lessees against Borough, founded upon delay by Borough in delivering possession of the Premises to such succeeding lessee.

E. This Sublease Agreement shall also terminate without any

further costs to the Borough or SEPTA if the Borough terminates the SEPTA Lease by giving written notice to SEPTA and 4 States at least thirty (30) days prior to the proposed termination date.

F. This Sublease Agreement shall also terminate without any further costs to the Borough or SEPTA if SEPTA terminates the SEPTA Lease for failure of the Borough or 4 States to cure a default thereunder or for any other reason specified in the SEPTA Lease.

G. If 4 States is in possession of the Premises after the expiration of the Initial Term or any Optional Term, in the absence of any agreement extending the term, the tenancy under this Sublease Agreement shall become a month-to-month tenancy, terminable by either party upon thirty (30) days' prior written notice and shall be subject to all of the terms and conditions of the Sublease Agreement as though the term had been extended from month-to-month.

H. SEPTA retains the superior right to terminate or amend this Sublease in the event that it desires to establish regular commuter rail service by SEPTA or a SEPTA-approved third-party commuter service operator in the form of a shuttle on the West Chester Branch Line between West Chester and Wawa, in compliance with all applicable federal and state laws, rules, and regulations. The Borough maintains that it would be most desirable and efficient to amend this Sublease to allow for both tourist and commuter service to cooperate in a safe and acceptable manner on the West Chester Branch Line. In the event such commuter service comes into existence, the terms of a new Sublease or amendment to this Sublease would be negotiated between Borough and SEPTA to allow such service to operate.

4. As Is Condition. 4 States has inspected the Premises and accepts this Sublease Agreement for the property in an "AS IS" condition. Neither the Borough nor SEPTA makes any representation or warranty as to the physical condition of the Premises, including, but not limited to, the condition of any railroad bridges, highway bridges over the railroad right-of-way, the tracks, ties, ballast, signal or catenary systems, and grade crossing protection devices or any other item comprising the railroad, or of any adjacent properties, including, but not limited to, the condition of any buildings or other structures adjacent to or on the railroad right-of-way.

5. SEPTA Rights.

A. SEPTA will retain full ownership of SEPTA's existing rail corridor, the Premises and all related property. The railroad right-of-way and adjacent properties subleased to 4 States pursuant to this Sublease Agreement are subject to a retention by SEPTA of a superior right for other public transit purposes, including but not limited to rail, trolley, bus and other passenger services, and for parking on the adjacent properties to support such other public transit purposes and for further use of the entire West Chester Branch as set forth in Section 3 hereof. 4 States agrees that its

construction, installation, use, operation, inspection, maintenance, repair, replacement and removal of the facilities on the Glen Mills-West Chester Branch or the Glen Mills-Wawa Branch will not interfere with SEPTA's use in the future of the West Chester Branch for the aforesaid public transit purposes, provided that the replacement and removal of any SEPTA-owned facilities shall only be done with SEPTA's prior written consent. 4 States shall not operate its railroad in a manner that conflicts with the railroad traffic of SEPTA and other railroads to whom SEPTA gives permission to operate on the West Chester Branch.

B. SEPTA will retain full rights to enter into any fiber optic communications and telecommunications easements which do not prevent the operation of rail passenger service and to keep the revenues therefrom and to enter into all other agreements related to the management of the real estate, including, but not limited to, leases and pipe crossings.

C. SEPTA will retain full rights to enter onto the Premises to operate any trains, including a wire train, to perform any repairs required to repair the electric traction system. Nothing contained herein requires any maintenance to SEPTA's electric traction system.

D. SEPTA, its successors and assigns, reserves the perpetual, irrevocable, exclusive right and authority at all times to grant easements, licenses, rights, or privileges in, on, over, under, above, across or through the Premises for antennas, electrical wires, pipes, conduits, fiber-optic lines and other communication lines or facilities across or as longitudinal occupancies along the Premises to such persons, corporations, partnerships and entities ("SEPTA Occupiers") as SEPTA and its successors and assigns may elect so long as such easements, licenses, rights or privileges do not interfere with the Permitted Use. SEPTA further reserves the right to receive rent, fees or other compensation payable on account of such present and future occupancies. Under the SEPTA Lease, SEPTA must give Borough 30 days' notice before the commencement of work by which a person, corporation, partnership, or entity installs, repairs or maintains an antenna, electrical wire, pipe, conduit, fiber-optic line or other communication line or facility. 4 States shall not assess any fees, charges, or costs upon any person, corporation, partnership or entity for installing, repairing, maintaining, or occupying the Premises or upon any person, corporation, partnership or entity currently occupying the Premises or who may in the future occupy the Premises under an agreement with SEPTA. For purposes of this Section, the term "longitudinal occupancy" means an occupancy in the direction of length, running lengthwise, as distinguished from traverse or across.

E. SEPTA reserves the right to recapture part or all of the Premises at any time during this Sublease Agreement if SEPTA needs the Premises or any part thereof for any public transit purpose by giving notice to Borough ("Recapture Notice") not less than one hundred eighty (180) days prior to the date SEPTA desires to retake possession of part or all of the Premises ("Recapture Date"). Borough shall provide

notice of such Recapture Notice to 4 States within five (5) business days of receipt thereof.

F. SEPTA reserves the right, from time-to-time, to promulgate, cancel, modify and amend rules and regulations that are applicable to the Premises, and upon receipt of a copy thereof, 4 States shall comply with same, and shall cause its servants, employees, agents and officers to comply with same, as if set forth in this Sublease Agreement in full.

6. Covenants. 4 States covenants and agrees, at all times during the continuance of this Sublease Agreement, to:

A. Pay all additional sums, charges or amounts of whatever nature required to be paid to SEPTA in accordance with the terms of this Sublease Agreement (the "Additional Rental");

B. Occupy the Premises only for the Permitted Use;

C. Operate passenger trains in accordance with all federal, state and local requirements and be responsible for obtaining all governmental approvals, authorizations, franchises, licenses and permits as may be prerequisite to the rendering of such service;

D. Observe and comply with any and all requirements of the constituted public authorities and with all federal, state and local statutes, ordinances, regulations and standards applicable to SEPTA, 4 States or the Borough because of 4 States use of the Premises;

E. Secure, at its cost and expense, all necessary permits required for any activities performed pursuant to this Sublease Agreement and to comply with all Federal, state and local laws, statutes, ordinances and rules and regulations which may affect, in any respect, 4 States' use of the SEPTA-owned land.

F. At its sole cost and expense, comply and cause the Premises to comply with (a) all federal, state, regional, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting any part of the Premises, or the use thereof, including, but not limited to, those that require the making of any structural, unforeseen or extraordinary changes, whether or not any such statutes, laws, rules, orders, regulations or ordinances that may be hereafter enacted involve a change of policy on the part of the governmental body enacting the same, and (b) all rules, orders and regulations of the National Fire Protection Association, SEPTA or Borough's casualty insurers and other applicable insurance rating organizations or other bodies exercising similar functions in connection with the preventing of fire or the correction of hazardous conditions that apply to the Premises;

G. Maintain and operate the Premises, including any buildings thereon, (but not electric power facilities), in good operating condition and repair in a manner consistent with sound and accepted engineering principles; maintain the track to a minimum of Class 1 Federal Railroad Administration Track Safety Standards for passenger service;

H. Repair or replace any rails, ties and other items of track, signs, signals, traffic protection devices, railroad bridges and at-grade crossings as may be necessary to keep the Premises in good operating condition. In the event of any such replacement at the expense of 4 States, the new property shall become the property of SEPTA, and the removed property shall become the property of 4 States only if 4 States paid for the replacement regardless of whether such removed property is sold or retained by 4 States as materials and supplies;

I. At no cost to Borough or SEPTA, maintain and operate the part of the Glen Mills Station that is included in the Premises in good condition and repair in a manner consistent with sound and accepted building maintenance practices.;

J. Operate its tourist railroad service so as not to interfere with the existing energized electric traction power catenary and support structures located above and adjacent to the existing railroad track;

K. Cause SEPTA and the Borough to be named as additional insureds under the insurance policies listed in Section 9 of this Sublease Agreement and furnish the Borough and SEPTA appropriate certificates of such insurance prior to the execution of this Sublease Agreement which shall specifically state that the insurance company shall furnish to the Borough and SEPTA at least thirty (30) days written notice of any lapse, or cancellation, or failure to renew, or for any material changes in such insurance;

L. Pay in each Tax Year (as hereinafter defined) during the Initial Term or Optional Term as Additional Rental its proportionate share of all amounts payable by Borough or SEPTA with respect to real estate taxes, ad valorem taxes and assessments, general and special, taxes on real estate rental receipts, taxes on SEPTA's gross receipts, or any other tax imposed upon or levied against real estate, or upon owners of real estate as such rather than persons generally, extraordinary as well as ordinary, foreseeable and unforeseeable, including taxes imposed on leasehold improvements that are assessed against SEPTA, payable with respect to or allocable to the common area, including all land, and improvements thereon, together with the reasonable cost (including fees of attorneys, consultants and appraisers) of any negotiation, contest or appeal pursued by SEPTA in an effort to reduce any such tax, assessment or charge and all of SEPTA's reasonable administrative costs in relation to the foregoing, all of the above being collectively referred to herein as 'Taxes'. For the Tax Year in which the Initial Term or Optional Term commences or terminates, the provisions of this Section shall apply, but 4 States liability for its proportionate share of any Taxes for

such year shall be subject to a pro rata adjustment based upon the number of days of such Tax Year falling within the Initial Term or Optional Term. For purposes of this Section, "Tax Year" means each 12- month period (deemed to have 365 days) established as the real estate tax year by the taxing authorities having lawful jurisdiction over the Premises;

M. Pay to the appropriate agency any sales, excise, use and occupancy and other taxes levied, imposed or assessed by the state in which the Premises are located or any political subdivision thereof or other taxing authority upon any Rental payable hereunder or based upon the use, occupancy or leasing of the Premises.

N. Pay, prior to the time the same shall become delinquent or payable with penalty, all taxes imposed on its inventory, furniture, trade fixtures, apparatus, equipment, leasehold improvements, installed by 4 States, Borough or by SEPTA on behalf of 4 States (except to the extent such leasehold improvements shall be covered by Taxes), and any other property of 4 States. Borough and SEPTA may require that 4 States' leasehold improvements be separately assessed by the taxing authority;

O. Peacefully deliver up and surrender possession of the Premises to SEPTA at the expiration or other termination of this Sublease Agreement and/or the SEPTA Lease. Upon termination of this Sublease Agreement, 4 States shall restore the Premises to the condition that existed on the date of the commencement of this Sublease Agreement, to the sole and complete satisfaction of SEPTA, at 4 States' sole cost and expense. In the event 4 States does not complete the aforesaid restoration prior to the termination date of this Sublease Agreement, SEPTA, the Borough or SEPTA's contractor or the Borough's contractor can restore the Premises, at 4 States' sole cost and expense, and 4 States agrees to pay to SEPTA or the Borough or SEPTA's contractor or the Borough's contractor, as the case may be, any bill presented by SEPTA or the Borough or SEPTA's contractor or the Borough's contractor for the same within thirty (30) days of the receipt of such bill;

P. Notify the Borough of the nature of any intended excavation on the Premises prior to the commencement thereof and obtain the Borough's written consent thereto, which consent may be reasonably withheld;

Q. Not to transfer any shares of stock in 4 States to other than the current shareholders of 4 States (whether by sale, exchange, conveyance, merger, consolidation or otherwise) without the prior written consent of the Borough, which consent will not be unreasonably withheld;

R. Not assign, mortgage, pledge, encumber or lease the Premises, or any part thereof;

S. Subordinate all debt and obligations of 4 States to its

shareholders to the obligations of 4 States to the Borough and SEPTA under the terms of this Sublease;

T. Provide monthly reports to the Borough detailing such information as the Borough may reasonably request including but not limited to status of the maintenance, repair, operation, improvement and use of the Premises, the projected date for commencement of rail service, reportable accidents, reportable derailments, Federal Railroad inspection reports, ridership information, any other inspection reports, financial information and such other information as the Borough and/or SEPTA may reasonably request;

U. Furnish the Borough and SEPTA annually, but in any event, no later than June 30th of each year, a report as to the physical condition of the Premises and as to what improvements or betterment 4 States deems necessary to maintain the Premises;

V. Provide two (2) community events for the Borough and its residents on a yearly basis;

W. Provide the Borough with a current list of all machinery and equipment owned by 4 States at the commencement of the Sublease Agreement and update such list as necessary to reflect additions or deletions thereto;

X. Inspect and evaluate all railroad and highway bridges on, over and under the Premises, and provide Borough and SEPTA copies of the reports on bridge inspections; and

Y. Allow SEPTA and SEPTA Occupiers to gain access to the Premises upon notice to Borough or 4 States so that SEPTA and SEPTA Occupiers can inspect and/or maintain any facilities SEPTA and SEPTA Occupiers have on, above, or under the Premises.

7. Obligations Imposed by Pennsylvania Public Utility Commission (PUC). In any PUC proceeding, 4 States shall not request that SEPTA or Borough be made liable for any bridges or at-grade crossings along the Premises during the term of the SEPTA Lease Agreement.

8. Environmental.

A. 4 States, for itself and its contractors, agents, employees, subcontractors and invitees (for purposes of this Section collectively referred to as "4 States") shall not use or allow the Premises to be used for the Release (as hereinafter defined), storage, use, treatment, disposal or other handling of any Hazardous Substance without the prior consent of Borough and SEPTA. The word "Release" has the same meaning as is ascribed to it in the Comprehensive Environmental Response

Compensation and Liability Act, 42 U.S.C. §9601 et seq., as amended ("CERCLA"). The term "Hazardous Substance" ("Hazardous Substances" in the plural) means (i) any substance defined as "hazardous substance" under CERCLA, (ii) petroleum, petroleum products, natural gas, liquefied natural gas, and synthetic gas, and (iii) any other substance or material deemed to be hazardous, dangerous, toxic, or a pollutant under any federal, state or local law, code, ordinance or regulation.

B. 4 States shall: (a) give prior notice to Borough and SEPTA of any activity or operation to be conducted by Borough at the Premises that involves the Release, use, handling, generation, treatment, storage or disposal of any Hazardous Substance ("4 States Hazardous Substance Activity"); (b) comply with all federal, state, and local laws, codes, ordinances, regulations, permits and licensing conditions governing the Release, discharge, emission, or disposal of any Hazardous Substance and prescribing methods for or other limitations on storing, handling, or otherwise managing any Hazardous Substance; (c) at its own expense promptly contain and remediate any Release of a Hazardous Substance arising from or related to 4 States Hazardous Substance Activity in or near the Premises or the environment and remediate and pay for any resultant damage to property, persons, and/or the environment; (d) give prompt notice to Borough, SEPTA and all appropriate regulatory authorities of any Release of any Hazardous Substance in or near the Premises or the environment arising from or related to 4 States Hazardous Substance Activity, which Release is not made pursuant to and in conformance with the terms of any permit and license duly issued by appropriate governmental authorities, any such notice to include a description of measures taken or proposed to be taken by 4 States to contain and remediate the Release and any resultant damage to property, persons or the environment; (e) at Borough or SEPTA's request, which shall not be more frequent than one per calendar year, retain an independent engineer or other qualified consultant or expert acceptable to Borough and SEPTA, to conduct, at 4 States' expense, an environmental audit of the Premises and immediate surrounding areas, and the scope of work to be performed by such engineer, consultant or expert shall be approved in advance by Borough and SEPTA, and all of the engineer's, consultant's, or expert's work product shall be made available to Borough and SEPTA; (f) at Borough or SEPTA's request from time to time, execute affidavits, representations and the like concerning 4 States best knowledge and belief regarding the presence of any Hazardous Substance in the Premises; (g) reimburse to Borough and/or SEPTA, upon demand, the reasonable cost of any testing for the purpose of ascertaining if there has been any Release of Hazardous Substance in the Premises, if such testing is required by any governmental agency, and (h) upon expiration or termination of this Sublease Agreement, surrender the Premises to Borough and SEPTA free from the presence and contamination of any Hazardous Substance. enacted or promulgated by any governmental authority, whether federal, state or local.

9. Release. Indemnity. Insurance, and Waiver of Subrogation.

A. Release. 4 States, intending to be legally bound, agrees that

SEPTA and Borough, and their respective agents, employees, officers, board members, council members, directors, contractors, subcontractors, consultants, servants, subsidizers, licensees and invitees, and successors and assigns (collectively, "SEPTA and Borough Indemnitees") shall not be liable to 4 States, and 4 States hereby releases SEPTA and Borough Indemnitees from any liability for any bodily injury, sickness, disease or death, loss of income, destruction of, damage to, or loss of property, or loss of use of any property (whether known or unknown, accrued or unaccrued, or suspected or unsuspected) in or about the Premises from any cause whatsoever unless such damage, loss or injury results solely from the negligence of SEPTA and Borough Indemnitees or any one of them. SEPTA and Borough Indemnitees, however, shall not be liable to 4 States for any such damage, loss or injury, whether or not such damage, loss or injury results from such negligence, to the extent 4 States is compensated therefor by 4 States' insurance. The release contained herein shall apply, by way of example and not limitation, to any damage, loss or injury resulting directly or indirectly from any existing or future condition, matter or thing in or on the Premises, and shall apply equally whether any such damage, loss or injury results from the act or omission of 4 States on the Premises, or persons occupying space adjoining the Premises, or any other persons, and whether such damage is caused by or resulting from anything or circumstance, whether of a like or wholly different nature. To the maximum extent permitted by law, 4 States agrees to use and occupy the Premises at 4 States' own risk.

B. Indemnification.

(1) To the fullest extent permitted by law, 4 States shall and does hereby fully defend, indemnify and hold harmless SEPTA and Borough Indemnitees from and against any and all claims, demands, actions, suits, losses, damages, liabilities, consequential damages, expenses (including, but not limited to, the fees and costs of attorneys and other professionals), judgments, penalties, settlement payments, and/or fines by reason of or in connection with any of the following which may occur during the term of this Sublease Agreement, during any period of time prior to the Effective Date when 4 States may have been given access to or possession of all or any of the Premises or after termination of the SEPTA Lease:

(A) Any occupancy or use by 4 States of the Premises or the performance or breach of this Sublease Agreement, occasioned wholly or in part by any act or omission of 4 States, its agents, sublessees, licensees, officers, contractors, subcontractors, employees, concessionaires or invitees;

(B) Any work or act done in, on or about the Premises at the direction of or caused by 4 States, its agents, sublessees, contractors, subcontractors, servants, employees, licensees, concessionaires or invitees;

(C) any negligence or other wrongful act or omission on the part of 4 States or any of its agents, contractors, subcontractors, servants, employees, sublessees, licensees, concessionaires or invitees;

(D) any accident, injury or damage to any person or property occurring in, on or about the Premises unless caused by the sole negligence of SEPTA and Borough Indemnitees;

(E) any conduct, activity, act, omission, or operation involving, directly or indirectly, wholly or in part, the use, handling, generation, treatment, storage, disposal, other management or release of any Hazardous Substance in, from or to the Premises, whether or not 4 States may have acted negligently with respect to the Hazardous Substance; or

(F) any failure on the part of Borough or any employee, agent, contractor, subcontractor, servant, sublessee, licensee, or concessionaire of 4 States to perform or comply with any of the covenants, agreements, terms, provisions, conditions or limitations contained in this Sublease Agreement.

(2) The obligation of 4 States to defend, indemnify, and hold harmless SEPTA and Borough Indemnitees herein shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for 4 States, its agents or contractors under workers' compensation acts, disability benefit acts or other employee benefit acts, or under any other insurance coverage 4 States may obtain.

(3) 4 States and its attorney and insurer shall keep Borough and SEPTA fully informed of all matters involving, concerning or relating to the defense and indemnification of Borough and SEPTA. Borough and SEPTA shall have the right to review any and all correspondence, pleadings, or filings prior to any such correspondence, pleading or filing being submitted. 4 States and its attorney and insurer shall take no factual or legal position that is contrary to Borough or SEPTA's position of rights including, but not limited to, any rights or immunities bestowed upon Borough and SEPTA under the Sovereign Immunity Act, 42 Pa.C.S. §8501 *et seq.* In the event that 4 States or its attorney or insurer fails or refuses to defend and indemnify Borough or SEPTA, or Borough or SEPTA reasonably believes that its rights may be adversely affected or prejudiced, Borough and/or SEPTA may select counsel of its own choice and defend against any such claim at 4 States' sole cost and expense.

(4) 4 States expressly and irrevocably agrees to forego and expressly and irrevocably waives any protection afforded under §303(b), as amended, of Pennsylvania's Workers' Compensation Act, 77 P.S. §481(b), and fully to defend, indemnify and hold harmless SEPTA and Borough Indemnitees and to assume unlimited liability for harm or injury suffered by any employee, worker, agent, servant, sublessee, licensee, subcontractor, or concessionaire of 4 States of any other person. Except if caused by the sole negligence of SEPTA and Borough Indemnitees, 4 States hereby expressly and irrevocably releases and agrees to be fully liable for and shall fully indemnify, defend and hold harmless SEPTA and Borough Indemnitees from and against any and all claims, demands, actions, suits, losses, costs, damages, fines, penalties,

settlement payments, liabilities, or expenses (including, but not limited to, the fees and costs of attorneys and other professionals) relating to, in connection with, arising out of, or resulting from this Sublease Agreement or 4 States occupation or use of the Premises that are made by any employee, worker, agent, servant, contractor, licensee, or concessionaire of 4 States or any employee, agent, worker, or servant of any contractor, concessionaire, licensee, sublessee or agent of 4 States, including claims for compensation for benefits payable to any extent by or for 4 States, its contractor, sublessee, licensee, concessionaire or agent under any workers' or similar compensation acts or other employee benefits acts.

C. Insurance. At all times after the execution of this Sublease Agreement, 4 States shall carry and obtain

(1) non-deductible, comprehensive general liability insurance against assumed or contractual liability under this Sublease Agreement, with respect to liability arising out of the ownership, use, occupancy or maintenance of the Premises and all areas appurtenant thereto, to afford protection with respect to personal injury, death or property damage of not less than \$2,000,000 per occurrence combined single limit for general liability and not less than \$2,000,000 for automobile liability, naming SEPTA, the Borough, Chester County and Delaware County as additional insureds;

(2) non-deductible, comprehensive general liability insurance endorsed to include railroad liability insurance with a limit of liability of \$5,000,000 per occurrence naming SEPTA and Borough as an additional insured, to indemnify, defend and hold harmless Borough and SEPTA for any judgments which may be entered against Borough and SEPTA as a result of a claim for injuries or property damage incurred on SEPTA's property;

(3) if and to the extent required by law, workers' compensation insurance, in the limits set forth within the Pennsylvania Workers' Compensation law; and

(4) whatever insurance requirements that are imposed by the agency or agencies that regulate 4 States railroad operation on the Premises.

A copy of the 4 States' insurance certificate will be provided to the Borough and SEPTA by 4 States upon execution of this Sublease Agreement.

D. Contractor Insurance. 4 States shall require any contractor of 4 States performing work on the Premises to carry and maintain, at no expense to Borough or SEPTA, the insurance identified in Section 9C above.

E. Insurance Policy Requirements. The company or companies writing the insurance that 4 States and 4 States contractor are required to carry and

maintain or cause to be carried or maintained pursuant to this Section, as well as the form of such insurance, shall at all times be subject to SEPTA's and the Borough's approval and any such company or companies shall be licensed to do business in the state in which the Premises is located, with a financial rating of at least B+ as rated in the most recent edition of Best Insurance Reports and in business for at least the past five (5) years. Comprehensive general liability and all-risks property and casualty insurance policies evidencing such insurance shall, with respect to comprehensive commercial liability policies, name Borough and SEPTA, and/or their respective designees as additional insured and, with respect to all-risks property and casualty insurance policies, name Borough, SEPTA and/or their respective designees as loss payee, shall be primary and contributory. Borough and SEPTA shall be named the insured with respect to any railroad protective liability policy. Borough and SEPTA must remain a loss payee on the fire damage liability endorsement, as required under this Section. All policies shall also contain a provision by which the insurer agrees that such policy shall not be canceled, materially changed or renewed without at least 30 days' advance notice to Borough and SEPTA, by certified mail, return receipt requested. A copy of each policy including its declaration page shall be deposited with 4 States, Borough and SEPTA by 4 States promptly upon commencement of the obligation to procure the same. If 4 States shall fail to perform any of its obligations under this Section, Borough and/or SEPTA may perform the same and the cost of same shall be deemed Additional Rental and shall be payable upon Borough or SEPTA's demand and/or declared an Event of Default. Borough and SEPTA reserve the right to increase the insurance limits from time to time.

F. Insurance Premiums. 4 States shall not do or suffer to be done, or keep or suffer to be kept, anything in, upon or about the Premises that will violate Borough or SEPTA's policies of hazard or liability insurance or that will prevent Borough or SEPTA from procuring such policies in companies acceptable to Borough or SEPTA. If anything done, omitted to be done or suffered by 4 States to be kept in, upon or about the Premises shall cause the rate of fire or other insurance on the Premises or on other property of Borough or SEPTA to be increased beyond the minimum rate from time to time applicable to the Premises or to any such property for the use or uses made thereof, 4 States will pay, as Additional Rental, the amount of any such increase upon Borough or SEPTA's demand.

G. Repairs and Insurance Proceeds. If the Premises shall be damaged by fire, the element, accident or other casualty (any of such causes being referred to herein as a "Casualty"), but the Premises shall not be thereby rendered wholly or materially untenable, 4 States shall promptly cause such damage to be repaired.

H. SEPTA's Option Terminate.

(1) The SEPTA Lease provides that if the Premises or any part thereof are materially damaged, SEPTA may elect to terminate the SEPTA Lease effective upon fifteen (15) days' notice to Borough of such election. Borough shall provide 4 States of such notice from SEPTA within three (3) business days after receipt of such

notice. If such notice is given, the rights and obligations of the parties shall cease as of the effective date of such notice.

(2) If SEPTA does not elect to terminate the SEPTA Lease, SEPTA shall, subject to the prior rights of any mortgagee, disburse and apply any insurance or self-insurance proceeds received by SEPTA to the restoration and rebuilding of the Premises and 4 States shall, at 4 States sole cost and expense, repair and restore the Premises to their condition prior to such Casualty and reopen the Premises for business with the public as soon as possible after such Casualty, but in no event later than sixty (60) days after SEPTA completes any necessary repairs that are required to be made before 4 States can make 4 States' repairs to the Premises.

I. Waiver of Subrogation. Notwithstanding anything to the contrary elsewhere contained in this Agreement, 4 States intending to be legally bound, hereby waives any and all rights of recovery, claims, actions or causes of action against SEPTA and Borough Indemnitees, and 4 States hereby releases SEPTA and Borough Indemnitees from any and all liability or responsibility to 4 States or to anyone claiming by, through or under 4 States, by way of subrogation or otherwise, for any loss, injury or damage that may occur to the Premises or any improvements thereto, or to any property of 4 States, arising from or out of any claim that (1) would be insured against or under the terms of any property insurance required to be carried under this Sublease Agreement or (2) is insured against or under the terms of any property insurance actually carried by 4 States, regardless of whether such insurance is required hereunder. The foregoing waiver shall apply regardless of the cause or origin of the claim, including, but not limited to, the negligence, in whole or in part, of SEPTA and Borough Indemnitees.

J. In the event SEPTA, within its sole discretion, agrees to move the 4 States' equipment for any reason whatsoever, and at any location whatsoever, 4 States shall be required to provide SEPTA with a Certificate of Insurance identifying SEPTA as an additional insured in a form and in the amounts designated by SEPTA's Risk Management Department.

K. As used in this Section 9, whenever the Borough, SEPTA and 4 States are referred to, it shall also include their executives, board members, Commissioners, Council members, officers, employees, servants, agents, contractors, licensees and anyone else claiming the right to be on the Premises by virtue of authority granted to anyone by the Borough, SEPTA or 4 States.

10. Condemnation.

A. If the Premises, or any portion thereof, is condemned or taken by any competent authority for public use, the award for payment of damages resulting therefrom, or any amount paid in settlement thereof shall be paid to and retained by SEPTA, except as hereinafter provided, and this Sublease Agreement shall automatically terminate upon fifteen (15) days' notice from SEPTA to the Borough. If any notice of

termination is given pursuant to this Section, this Sublease Agreement and the rights and obligations of the parties hereunder shall cease as of the date of such notice.

B. Nothing contained herein shall prevent 4 States from applying for reimbursement from the condemning authority (if permitted by law) for moving expenses, or the expense of removal of 4 States' trade fixtures, or loss of 4 States' business good will, but only if such action shall not reduce the amount of the award or other compensation otherwise recoverable from the condemning authority by Borough or SEPTA.

11. Default and Remedies.

A. Events of Default. Any one or more of the following shall constitute an "Event of Default":

(1) The sale of 4 States' interest in the Premises under attachment, execution, or similar legal process, or if 4 States is adjudicated as bankrupt or insolvent under any state bankruptcy or insolvency law or an order for relief is entered against 4 States under the Federal Bankruptcy Code and such adjudication or order is not vacated within ten days;

(2) If during the term of this Sublease Agreement, 4 States shall fail to perform any of its agreements, covenants or obligations hereunder, which failure or non-performance is not cured within thirty (30) days after the written notice thereof shall have been given to the Borough by SEPTA or by the Borough to 4 States, or if such failure or non-performance cannot be cured within such period, and if 4 States shall not commence to cure within such period and thereafter diligently proceed to complete the same;

(3) The appointment of a receiver or trustee for the business or property of 4 States, unless such appointment shall be vacated within ten (10) days of its entry;

(4) The failure of 4 States to pay any Additional Rental or other sum of money within ten (10) days after SEPTA or Borough gives written notice to 4 States of said failure unless 4 States is reasonably contesting such payment;

(5) The vacation or abandonment of the Premises by 4 States at any time following delivery of possession of the Premises to 4 States, or

(6) The occurrence of any other event described as constituting an Event of Default elsewhere in this Sublease Agreement, in which case no notice or opportunity to cure shall be required.

B. Remedies. Upon the occurrence and during the continuance

of an Event of Default that is not waived, SEPTA or Borough, without notice to 4 States in any instance (except where expressly provided for below or by applicable law), may do any one or more of the following:

(1) Perform, on behalf of 4 States, any obligation of 4 States under this Sublease Agreement that 4 States has failed. to perform and of which Borough or SEPTA shall have given notice, the cost of which performance by SEPTA or Borough, together with interest thereon at the Default Rate from the date of such expenditure, shall be deemed Additional Rental and shall be payable by 4 States to SEPTA or Borough upon demand. Notwithstanding the provisions of this clause, (a) and regardless of whether an Event of Default shall have occurred, SEPTA or Borough may exercise the remedy described in this clause (b) without any notice to 4 States if Borough or SEPTA, in good faith judgment, believes it would be materially injured by failure to take rapid action or if the unperformed obligation of 4 States constitutes an emergency;

(2) Elect to terminate this Sublease Agreement by giving notice of such election to 4 States, and reenter the Premises, without necessity of legal proceedings, and remove 4 States and all other persons and property from the Premises, and may store such property in a public warehouse or elsewhere at the cost of and for the account of 4 States without resort to legal process and without Borough or SEPTA being deemed guilty of trespass or becoming liable for any loss or damage occasioned thereby; or

(3) Exercise any other legal or equitable right or remedy that it may have.

C. If the Borough receives a notice of default from SEPTA pursuant to the SEPTA Lease, the Borough will immediately provide a copy thereof to 4 States, and 4 States will immediately undertake the responsibility of curing such alleged default within the time frame established in said notice of default. Notwithstanding the foregoing, 4 States acknowledges and agrees that the failure of the Borough to provide such notice of default from SEPTA shall not affect the ability of SEPTA to terminate the SEPTA Lease Agreement if the alleged default is not timely cured (which termination will automatically result in the termination of this Sublease Agreement).

D. 4 States agrees that all of the remedies given to the Borough and/or SEPTA by this Sublease Agreement and all rights and remedies given to it by law or equity shall be cumulative and concurrent. No termination of this Sublease Agreement shall deprive the Borough or SEPTA of any of their remedies or actions against 4 States for breach of the terms of this Sublease Agreement, nor shall any action for breach of covenant or resort to any other remedies be deemed or construed a waiver of the right to obtain possession of the Premises.

12. Waiver. Any waiver by either party under this Sublease Agreement of any breach by the other party shall not affect subsequently arising nor operate as a waiver of breaches of the same or similar kinds nor as a clause or condition under which such right occurred.

13. Notices. Notice provided for herein shall be sufficient if personally delivered or if sent by certified mail, postage prepaid or Federal Express or other nationally recognized overnight courier service to the following addresses or to such other address as either party may, from time to time designate to the other in writing:

Borough: Borough of West Chester
401 East Gay Street
West Chester, Pennsylvania 19380
Attention: Manager

4 States: 4 States Railway Service, Inc.
500 S. Adams Street
West Chester, PA 19380

14. No Recording. Neither this Sublease Agreement nor a short form or memorandum thereof shall be recorded in the public records.

15. Governing Law, Forum Selection, and Jurisdiction. All matters or claims arising out of, related to, or in connection with this Sublease Agreement or the relationship between the parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without giving effect to the principles of conflicts of laws of such state. All matters, disputes, claims, litigation, or proceedings of any nature whatsoever based upon, arising out of, under or in connection with this Sublease Agreement or the relationship between the parties shall be solely and exclusively brought, maintained, resolved, and enforced in the state and federal courts that are located in the City of Philadelphia, Pennsylvania, irrespective of any procedural rules or laws related to venue and forum non conveniens, including but not limited to, any choices that 4 States may have under such rules or law. 4 States hereby expressly consents to the jurisdiction of the state and federal courts that are located in the City of Philadelphia and hereby expressly and irrevocably waives any objection that Borough may have or hereafter may have (i) to jurisdiction or venue in the state and federal courts that are located in the City of Philadelphia, and (ii) to any claim that such court is inconvenient or lacks personal jurisdiction over 4 States. 4 States represents and acknowledges that the choice of jurisdiction and venue described above is reasonable and has been freely and voluntarily made by 4 States. Further, the choice of jurisdiction and venue described above shall be mandatory and not permissive in nature, thereby precluding the possibility by 4 States of litigation or trial in any other jurisdiction, court or venue other than specified above, except that any final judgment may be enforced in other jurisdictions in any manner provided by law.

16. Binding Effect. This Sublease Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

17. Certificate of Public Convenience. etc. 4 States shall maintain a Certificate of Public Convenience and Necessity or other appropriate authority issued by the Interstate Commerce Commission ("I.C.C.") to operate as a common carrier over the Premises as set forth in Section 1, including those portions where there is currently no rail service. The maintenance of such I.C.C. rights from West Chester to Glen Mills is a material condition for the issuance and continuation of this Sublease Agreement.

18. Assignment. This Sublease Agreement as well as any interest or obligation herein or any valuable consideration due or to become due hereunder shall not be assigned without first obtaining the written consent of the Borough and SEPTA.

19. Non-Discrimination.

A. 4 States agrees to comply with the Commonwealth Non-Discriminatory Clause, Contractor Integrity Provisions, Contractor Responsibility Provisions, and Provisions Concerning the Americans with Disabilities Act attached to this Sublease Agreement as **Exhibits A, B, C, and D**. 4 States covenants and agrees to be fully responsible for any and all modifications to the Glen Mills-West Chester Branch required by the Americans with Disabilities Act and regulations promulgated thereunder, and by any state and local laws establishing rights for the disabled. 4 States agrees that its adherence to 4 States' obligation set forth in the preceding sentence is a material condition for the continuation of this Sublease Agreement.

B. 4 States, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (a) no person on the grounds of race, color or national origin shall be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination in the use of said facilities, (b) that in the construction of any improvements on, over or under such land and the furnishing services thereon, no person on the grounds of race, color or national origin shall be excluded from the participation in, be denied the benefits of or be otherwise subjected to discrimination, and (c) that 4 States shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21 , Nondiscrimination of Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

C. That in the event of breach of any of the above nondiscrimination covenants, the Borough shall have the right to terminate the Sublease, and to re-enter and repossess said land and the facilities thereon, and hold the same as if said Sublease had never been made or issued.

20. Loss or Damage.

A. 4 States understands and affirms that Borough and SEPTA shall not be liable for any loss of business experienced by 4 States due to Borough or SEPTA's failure or inability to operate all or any part of its transit system for any reason whatsoever, including, but not limited to, work stoppages, discontinuation of some or all of SEPTA's transit and/or railroad operations, strikes, picketing on the Premises, mechanical failures, accidents, catastrophes, riots, etc., and that 4 States shall not be entitled to any abatement or reduction of Rental or any other allowance as a result thereof.

B. 4 States understands and affirms that SEPTA and Borough have no duty to provide security in the Premises or surrounding area. Nothing herein shall render SEPTA or Borough responsible for property losses or bodily injury including death to 4 States, its employees and invitees, caused by or resulting from criminal acts.

21. Covenant Running With Land. 4 States, for itself, its successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this Sublease Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision or similar services or benefits, 4 States shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination of Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

22. Assumption of Responsibilities, Obligations and Liabilities. The SEPTA Lease imposes certain obligations, responsibilities and liabilities on the Borough. It is the intent of the parties hereto that all obligations, responsibilities and liabilities of the Borough under the SEPTA Lease shall be and are hereby assumed by 4 States regardless of whether all such obligations, responsibilities and liabilities are specifically articulated herein. 4 States hereby acknowledges that its officers and representatives have received and reviewed a true and correct copy of the SEPTA Lease.

23. Defense of Title. SEPTA as owner of the West Chester Branch, remains responsible for the defense of title of the West Chester Branch, including the Premises. 4 States recognizes SEPTA's title and ownership of the West Chester Branch, including the Premises, and will not challenge SEPTA's title thereto or support others in a challenge thereto.

24. No Joint Venture. This Sublease is not intended to and does not create a joint venture or partnership relationship with the Borough or SEPTA.

25. Captions and Headings. The captions and headings of sections are for convenience of reference only and in no way shall be used to construe or modify the provisions set forth in this Agreement.

26. Modifications. The parties intend that this writing be the final expression of their agreement and the complete and exclusive statement of the terms thereof, all negotiations, considerations and representations between the parties having been incorporated herein. No course of prior dealings between the parties or their officers, employees, agents or affiliates shall be relevant or admissible to supplement, explain or vary any of the terms of this Agreement. Acceptance of, acquiescence in, a course of performance rendered under this or any prior agreement between the parties or their affiliates shall not be relevant or admissible to determine the meaning of any of the terms of this Agreement. No representations, understandings or agreements have been made or relied upon in the making of this Sublease Agreement other than those specifically set forth herein. This Sublease Agreement can be modified only by a writing signed by the party against whom the modification is enforceable.

27. Severability. In the event that for any reason one or more of the provisions of this Sublease Agreement or their application to any person or circumstance shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Sublease Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

28. Third Party Beneficiary. Nothing contained in this Sublease Agreement shall be construed so as to confer upon any other party the rights of a third party beneficiary except rights contained herein for the benefit of a Mortgagee.

29. Effective Date. Notwithstanding the date of this Sublease Agreement appearing on page 1 hereof, the parties intend that this Sublease Agreement be effective on _____ (the "Effective Date").

30. Undefined Terms. Any undefined terms shall have the meaning ascribed to it in the SEPTA Lease.

IN WITNESS WHEREOF, these presents have been executed, and attested by the parties hereto of their proper officials, pursuant to due and legal action authorizing the same to be done, the day and year first above written.

ATTEST: **4 STATES RAILWAY SERVICE, INC.**

BY: _____

ATTEST: **BOROUGH OF WEST CHESTER**

BY: _____
Patrick McCoy, Council President

ORDINANCE NO. ____ - 2025

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, CHAPTER 54, TITLED ELECTRICAL STANDARDS, CHAPTER 72, TITLED MECHANICAL STANDARDS, AND CHAPTER 82, TITLED PLUMBING, BY AMENDING THE LICENSING REQUIREMENTS FOR ELECTRICAL CONTRACTORS, MECHANICAL CONTRACTORS, AND PLUMBING CONTRACTORS PERFORMING WORK IN THE BOROUGH OF WEST CHESTER.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by the authority of the Council of the Borough of West Chester that the Code of the Borough of West Chester is amended as follows:

SECTION 1. Chapter 54 of the Code, titled, “Electrical Standards,” shall be amended by deleting Section 54-4, titled “License required; fees” and inserting and enacting the following new Section 54-4 as follows:

§ 54-4 License required; fees.

In order to perform the work of any electrician, master electrical contractor, chief plant electrician, oil burner and gas burner service dealer, refrigeration and air-conditioner service dealer or journeyman electrician in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 2. Chapter 72 of the Code, titled, “Mechanical Standards,” shall be amended by deleting Section 72-2.K, which enacted a new Section 110 of the International Mechanical Code and inserting and enacting the following new Section 72-2.K as follows:

K. A new Section 110 shall be created and established which shall read as follows:

SECTION 110. LICENSE REQUIRED. In order to erect, install, alter, repair or replace any heating, ventilation or air-conditioning equipment in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 3. Chapter 82 of the Code, titled, "Plumbing," shall be amended by deleting Section 82-1.1.N, which enacted a new Section 110 of the International Plumbing Code and inserting and enacting the following new Section 82-1.1.N as follows:

N. Section 110 shall be created and established as follows:

SECTION 110. REQUIRED LICENSES.

110.1 Plumber's license. No person shall engage in the practice of plumbing, either on his or her own behalf or on behalf of another, either as a master plumber or journeyman plumber, until such person has presented proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 4. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 5. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

This space is intentionally left blank.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS ____ DAY OF _____, 2025.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Patrick McCoy, President

APPROVED THIS ____ DAY OF _____, 2025.

Lillian L. DeBaptiste, Mayor

ORDINANCE NO. ____ - 2025

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, CHAPTER 54, TITLED ELECTRICAL STANDARDS, CHAPTER 72, TITLED MECHANICAL STANDARDS, AND CHAPTER 82, TITLED PLUMBING, BY AMENDING THE LICENSING REQUIREMENTS FOR ELECTRICAL CONTRACTORS, MECHANICAL CONTRACTORS, AND PLUMBING CONTRACTORS PERFORMING WORK IN THE BOROUGH OF WEST CHESTER.

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§ 54-4 License required; fees.

In order to perform the work of any electrician, master electrical contractor, chief plant electrician, oil burner and gas burner service dealer, refrigeration and air-conditioner service dealer or journeyman electrician in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 2. Chapter 72 of the Code, titled, “Mechanical Standards,” shall be amended by deleting Section 72-2.K, which enacted a new Section 110 of the International Mechanical Code and inserting and enacting the following new Section 72-2.K as follows:

K. A new Section 110 shall be created and established which shall read as follows:

SECTION 110. LICENSE REQUIRED. In order to erect, install, alter, repair or replace any heating, ventilation or air-conditioning equipment in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 3. Chapter 82 of the Code, titled, "Plumbing," shall be amended by deleting Section 82-1.1.N, which enacted a new Section 110 of the International Plumbing Code and inserting and enacting the following new Section 82-1.1.N as follows:

N. Section 110 shall be created and established as follows:

SECTION 110. REQUIRED LICENSES.

110.1 Plumber's license. No person shall engage in the practice of plumbing, either on his or her own behalf or on behalf of another, either as a master plumber or journeyman plumber, until such person has presented proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 4. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 5. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

This space is intentionally left blank.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS ____ DAY OF _____, 2025.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Patrick McCoy, President

APPROVED THIS ____ DAY OF _____, 2025.

Lillian L. DeBaptiste, Mayor

ORDINANCE NO. ____ - 2025

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, CHAPTER 54, TITLED ELECTRICAL STANDARDS, CHAPTER 72, TITLED MECHANICAL STANDARDS, AND CHAPTER 82, TITLED PLUMBING, BY AMENDING THE LICENSING REQUIREMENTS FOR ELECTRICAL CONTRACTORS, MECHANICAL CONTRACTORS, AND PLUMBING CONTRACTORS PERFORMING WORK IN THE BOROUGH OF WEST CHESTER.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by the authority of the Council of the Borough of West Chester that the Code of the Borough of West Chester is amended as follows:

SECTION 1. Chapter 54 of the Code, titled, “Electrical Standards,” shall be amended by deleting Section 54-4, titled “License required; fees” and inserting and enacting the following new Section 54-4 as follows:

§ 54-4 License required; fees.

In order to perform the work of any electrician, master electrical contractor, chief plant electrician, oil burner and gas burner service dealer, refrigeration and air-conditioner service dealer or journeyman electrician in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 2. Chapter 72 of the Code, titled, “Mechanical Standards,” shall be amended by deleting Section 72-2.K, which enacted a new Section 110 of the International Mechanical Code and inserting and enacting the following new Section 72-2.K as follows:

K. A new Section 110 shall be created and established which shall read as follows:

SECTION 110. LICENSE REQUIRED. In order to erect, install, alter, repair or replace any heating, ventilation or air-conditioning equipment in the Borough of West Chester, such person must present proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 3. Chapter 82 of the Code, titled, "Plumbing," shall be amended by deleting Section 82-1.1.N, which enacted a new Section 110 of the International Plumbing Code and inserting and enacting the following new Section 82-1.1.N as follows:

N. Section 110 shall be created and established as follows:

SECTION 110. REQUIRED LICENSES.

110.1 Plumber's license. No person shall engage in the practice of plumbing, either on his or her own behalf or on behalf of another, either as a master plumber or journeyman plumber, until such person has presented proof that he or she was licensed by the Borough prior to the adoption of this chapter, or has successfully passed an examination by the International Code Council, Inc., to perform such work.

SECTION 4. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 5. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

This space is intentionally left blank.

SECTION 6. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS ____ DAY OF _____, 2025.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Patrick McCoy, President

APPROVED THIS ____ DAY OF _____, 2025.

Lillian L. DeBaptiste, Mayor