



Borough Council Meeting Voting Session
May 22, 2025 @ 6:30 PM
This meeting is recorded for public record.

Patrick McCoy, President	Member, 1st Ward	Term Expires: 12/31/25
Nicole Scimone, Vice President	Member, 4th Ward	Term Expires: 12/31/27
Bryan Travis	Member, 2nd Ward	Term Expires: 12/31/27
Brian McGinnis	Member, 3rd Ward	Term Expires: 12/31/25
Sheila Vaccaro	Member, 5th Ward	Term Expires: 12/31/25
Bernie Flynn	Member, 6th Ward	Term Expires: 12/31/27
Lisa Dorsey	Member, 7th Ward	Term Expires: 12/31/25

Mayor: Lillian L. DeBaptiste

Borough Manager: Sean Metrick

Borough Council Meeting:

I. Public Hearings

A. Public Hearings @ 6:30 PM:

1) Amend the Code of the Borough of West Chester, Chapter 62, titled “garbage, rubbish and refuse,” to amend section 62-1 to add definitions of “dwelling unit” and “tote”; section 62-3 to amend certain disposal regulations that apply to public and private collection; section 62-4 to amend certain public collection regulations; section 62-8 to amend certain private collection regulations; section 62-9 to reference totes, trash cans and dumpsters; section 62-11 to revise the regulations for dumpsters and section 62-12 to require containers used for recycling to be stored in the same locations as totes and dumpsters.

2) Amend the Code of the Borough of West Chester, Chapter 97 titled “subdivision and land development” to amend section 97-8, titled “terms defined” to add a definition of “borough historic architect” and to amend section 97-13 to add a new subsection 97-13.a(4)(e) to require review by the borough historic architect for preliminary subdivision and land development plans that propose buildings or structures with heights permitted in the ho-60 or ho-75 height option overlay districts.

II. Call to Order

III. Pledge of Allegiance

IV. Announcements

V. Comments

Comments, suggestions, petitions by residents in attendance regarding items that are not on

the agenda. Please be advised that all public comment has a 5-minute time limit.

- A. Announce the purpose of the May 22, 2025 Executive Session
- B. Announce the Borough of West Chester Administrative Offices will be closed on Monday, May 26, 2025 for the Memorial Day Holiday

VI. Comments by the Borough Council and the Mayor

VII. Reports/Presentations

- A. Annual report by the West Chester Borough Planning Commission – Jim Cherry, Chair
- B. “Traditional Patterns of Building Homes in West Chester” - Thomas Dougherty, West Chester Borough Planning Commission
- C. Borough Manager’s Report

VIII. New Business

IX. Old Business

A. **A. Discussion**

1) Motion to appoint Borough Manager and member of Public Safety Committee of Borough Council to serve on Good Fellowship Ambulance Company Municipal Advisory Board. *Issue: Approve appointment of Borough Manager and nominate a member of the Public Safety Committee to the Good Fellowship Ambulance Company Municipal Advisory Board*

2) Motion to approve contract for human resource consulting services *Issue: Discuss contract for human resource consulting services*

B. **B. Motion to approve the May 22, 2025 Conset Agenda:**

1. Motion to approve the April 15 and 16, 2025 Borough Council Meetings Minutes

2. Motion to approve the 15-year sublease with 4-States Railway Service

Issue: Approve the 15-year sublease with 4-States Railway Service

3. 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

Issue: Approve amending the licensing requirements

4. Motion to modify monthly parking hours for daily parkers in the Borough

garages from 6am-9pm to 6am-6pm.

Issue: Monthly parking for daytime hours extend far into the evening and should be closer to work hours. Anyone needing extra time in the Borough can use the 24/7 rate.

5. Motion to award bid for the Garage Membrane Project to CPS Construction Group in the amount of \$167,700 for the Bicentennial Garage, Third Level

Issue: Bid for garage membrane at Bicentennial Garage to CPS Construction Group in the amount of \$167,700. Capital budget amount is \$285,000 carried over from 2024.

6. Motion to approve 2025-2027 Household Hazardous Waste program with the Chester County Solid Waste Authority.

Issue: Support the program and contribute estimated proportionate share for 3 years

7. Motion to deny bids for Gay St closure infrastructure

Issue: Consider options regarding bid for Gay Street closure infrastructure

8. Motion to approve grant resolution for DCED Flood Mitigation Program

Issue: Resolution for grant application for West Chester Brick Storm Sewer Rehabilitation - Phase 2 Project

9. Motion to approve grant resolution for DCED: Greenways, Trails, and Recreation (GTRP) in support of future John O Green Park Projects

Issue: The Borough will be applying for the max award of \$250,000.00 (Grant is 85% funded by DCED ACT 13 and at least 15% locally)

10. Motion to approve grant resolution for People, Parks, and Community Foundation for John O Green splash pad rehabilitation.

11. Motion to approve Budget Modification #4 for grant funding/expenses for hoses for the fire department.

Issue: Allocate grant revenue and related expenses for fire hoses

12. Motion to approve purchasing requests

1. Big Belly Solar for \$11,976.00
2. Munibilling for \$18,014.40
3. Univar for \$12,709.50
4. USALCO for \$12,835.20
5. WatchKeep for \$17,950.26
6. Good Fellowship Club of Chester County for \$86,763.21

7. MES for \$29,968.75

Issue: Review and recommend the approval of purchase orders exceeding \$10,000

13. Motion to approve special events applications

1. Downtown West Chester – “Up on the Roof” fundraiser 9.13.25
2. Downtown West Chester – “Turkey Trot 5k” 11.27.25

Issue: Review and approve special events applications

14. Motion to approve HARB Certificate of Appropriateness

1. 2025-15-39 E. Gay St-Install permanent protective barrier for curbside café seating

Issue: Consider a Motion to approve the April HARB Certificate of Appropriateness

X. Other Business

XI. 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.

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 62, TITLED “GARBAGE, RUBBISH AND REFUSE,” TO AMEND SECTION 62-1 TO ADD DEFINITIONS OF “DWELLING UNIT” AND “TOTE”; SECTION 62-3 TO AMEND CERTAIN DISPOSAL REGULATIONS THAT APPLY TO PUBLIC AND PRIVATE COLLECTION; SECTION 62-4 TO AMEND CERTAIN PUBLIC COLLECTION REGULATIONS; SECTION 62-8 TO AMEND CERTAIN PRIVATE COLLECTION REGULATIONS; SECTION 62-9 TO REFERENCE TOTES, TRASH CANS AND DUMPSTERS; SECTION 62-11 TO REVISE THE REGULATIONS FOR DUMPSTERS AND SECTION 62-12 TO REQUIRE CONTAINERS USED FOR RECYCLING TO BE STORED IN THE SAME LOCATIONS AS TOTES AND DUMPSTERS.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by the authority of the Council of the Borough of West Chester that Chapter 62 of the Code of the Borough of West Chester, titled, “Garbage, Rubbish and Refuse,” shall be amended as follows:

SECTION 1. Section 62-1 titled, “Definitions” is amended by adding the following definitions:

DWELLING UNIT- One or more rooms in a building, designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities, with no enclosed space (other than vestibules, entrances or other hallways or porches) in common with any other dwelling unit.

TOTE- A molded plastic heavy-duty wheeled refuse cart of various capacity, with a lid for the purpose of storage of municipal waste or recyclable material.

SECTION 2. Section 62-3, titled, “Disposal regulations”, shall be revised as follows:

§ 62-3. Disposal Regulations.

- A. Every owner of a property which contains shared or common public areas shall be responsible for maintaining such common areas in a clean and sanitary condition.

- B. Every occupant of a property and dwelling unit shall keep in a clean and sanitary condition that part of the property or dwelling unit which the occupant occupies and controls.
- C. Every owner and occupant of a property or dwelling unit shall dispose of all garbage and any other organic waste which might attract insects, rodents or other varmints in a clean and sanitary manner by placing it in the disposal bags, totes, trash cans or dumpsters required by this chapter.
- D. Garbage shall be drained free of liquids and wrapped securely in paper and shall be placed for collection, mixed with the rubbish or refuse, in the disposal bags, totes, trash cans and/or dumpsters required by this chapter. Such totes, trash cans and dumpsters shall be kept clean and disinfected.
- E. No live coals or fire shall be placed in any container or placed out for collection.
- F. No infectious or disease-bearing waste or rubbish, explosives or human or animal feces shall be placed in any container or placed out for collection. This restriction shall not prohibit disposal of diapers or animal waste contained in a separate sealed bag.
- G. No pesticides, herbicides or hazardous waste, as such term is defined by federal, state, county or local law, shall be placed in any container or placed out for collection.
- H. All municipal waste generated within the corporate limits of the Borough of West Chester shall be disposed of only in facilities designated to receive waste from the Borough in accordance with the Chester County Municipal Waste Management Plan.
- I. It shall be unlawful to burn, whether open or contained, any garbage, rubbish or refuse, recyclable materials, leaves or yard waste as defined in this chapter.
- J. No obstructions, such as, but not limited to vehicles, motorcycles, bicycles, furniture or other bulk items, may be parked or stored in a location on a lot that blocks access to the disposal bags, totes, trash cans or dumpsters.
- K. Disposal bags, totes, trash cans and dumpsters shall not be placed or stored in a location which obstructs access to alleys, roads, driveways, or parking spots.

SECTION 3. Section 62-4, titled "Public collection regulations," shall be amended to read as follows:

§ 62-4. Public collection regulations.

- A. All properties which generate a maximum of two thirty-five-gallon totes or trash cans plus four or fewer disposal bags per week of garbage, rubbish and refuse shall be required to receive garbage, rubbish and refuse collection once each week by the Borough or its authorized agent. Those properties which generate more than two thirty-five-gallon totes or trash cans plus more than four disposal bags per week for

the disposal of garbage, rubbish and refuse shall be required to employ a private collector to collect such property's garbage, rubbish and refuse in accordance with Section 62-8 of this Chapter. When it is determined by the Director of Public Works that the amount of garbage, rubbish and refuse set out by a property for public collection exceeds the equivalent of two thirty-five-gallon totes or trash cans plus more than four disposal bags per week for the disposal of garbage, rubbish and refuse on a regular basis, the Director of Public Works shall notify the property owner that the Borough will cease further collections for that property and that the property owner will be required to make arrangements to have a private collector assume such collections pursuant to the regulations in Section 62-8.

- B. Combined garbage, rubbish or refuse shall be collected from each property required to use public collection once per week.
- C. Garbage, rubbish or refuse shall be stored and placed out for collection in a tote or trash can which shall not exceed a capacity of thirty-five gallons. A disposal bag shall be used on a collection day when the quantity of garbage, rubbish or refuse exceeds two thirty-five-gallon totes or trash cans; provided, however, that no more than four disposal bags may be used at any one collection time. A disposal bag shall be set out on a collection day outside of a sealed tote. A disposal bag may be purchased at the Borough at a cost to be established by Council from time to time by resolution. The disposal bag shall be securely tied and sealed at the time of collection.
- D. All totes and trash cans shall be closed with tight-fitting lids which are weatherproof, varmintproof and insectproof. The lid shall not, however, be roped, chained or permanently affixed to the container unless hinged by the factory.
- E. All totes and trash cans must contain the street address and unit number, where applicable, of the owner in clear, legible and conspicuous writing on the outside of the container.
- F. Any garbage, rubbish or refuse that is not contained and/or placed in a disposal bag, tote or trash can will not be collected by the Borough. The Borough may refuse to collect garbage that is undrained, unwrapped or improperly contained.
- G. Garbage, rubbish and refuse shall be collected from the curb on the days specified by Borough regulations. Where a property abuts an alley, the aforesaid collection shall be at the alleys. Disposal bags, totes and trash cans shall be set out not later than 6:00 a.m. on the day of collection. Disposal bags, totes and trash cans shall not be set out earlier than 6:00 p.m. of the day preceding collection. Empty totes and trash cans must be stored on the property in the locations specified below not later than 12:00 midnight of collection day. Empty totes and trash cans shall be removed from the collection site and stored on the property as follows:

1. If trash is collected from a street in front of the property. In a location which is not visible from the public street(s) in front of the property. If there is no location available which is not visible from the public street in front of the property, an alternative location may be approved by the Borough's Department of Public Works.
 2. If trash is collected from the rear of the property. In a location which is: (i) a minimum of five feet from the edge of the asphalt with screening on at least two sides; (ii) 20 feet from the edge of the asphalt if no screening is provided; or (iii) inside any garage or other enclosed building. If there is no location available which complies with this requirement, an alternative location may be approved by the Borough's Department of Public Works.
- H. No tote or trash can, including the contents thereof, shall exceed 60 pounds. No disposal bag shall exceed 40 pounds.

SECTION 4. Section 62-8, titled "Private collection regulations," shall be amended to read as follows:

"§62-8.Private collection regulations.

- A. Persons required to avail themselves of the use of private collectors shall have at least one collection per week or more often as necessary to protect the public health and safety, with more frequent collection if, in the opinion of the Borough Code Enforcement Officer, the public health and safety so require. The Borough will not collect any garbage, rubbish or refuse from properties which are required to employ a private collector.
- B. Any property which generates more than the equivalent of four ninety-six-gallon totes or trash cans per week for the disposal of garbage, rubbish and refuse shall be required to use a dumpster with a minimum capacity of 2 cubic yards provided by the owner of the property.
- C. All totes, trash cans and dumpsters utilized by private collectors for the collection of garbage, rubbish and refuse and recyclable materials as required by this Chapter shall comply with the regulations set forth in this Chapter and shall be located on private property. Dumpsters shall be in an area enclosed by fencing and screening to a height at least one foot higher than the dumpster. The screening shall be constructed of metal, wood or such other material as to completely hide the dumpster(s) from view and shall be further constructed to prevent access to the dumpster(s) by animals. The fencing and screening shall at all times be maintained in good repair.
- D. The fencing and screening of dumpsters as required by Subsection C hereof shall be completed within 90 days of the effective date hereof. Persons who are unable to comply with the screening and fencing requirements may file a written request for an exception thereto with the Borough's Director of Public Works. The Director of

Public Works shall meet with the property owner and attempt to find a suitable alternative to screen the dumpster(s). If the Director of Public Works and the property owner cannot agree upon a reasonable alternative to screen the dumpster(s), the property owner may seek approval of an exception to the screening requirements by the Public Works Committee of the Borough. The person seeking the requested exception shall bear the burden of demonstrating inability to comply with the requirements of this chapter.

- E. Private collectors shall be permitted to collect, remove and transport garbage, rubbish and refuse within the Borough of West Chester on all days of the week, except Sunday and the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
- F. Where the properties abut an alley, garbage, rubbish and refuse shall be collected from the alley. Totes and trash cans shall not be set out earlier than 6:00 p.m. of the day preceding collection. Empty totes and trash cans must be stored on the property in the locations specified below not later than 12:00 midnight of collection day. Empty totes and trash cans shall be removed from the collection site and stored on the property as follows:
 - 1. If trash is collected from a street in front of the property. In a location which is not visible from the public street(s) in front of the property. If there is no location available which is not visible from the public street in front of the property, an alternative location may be approved by the Borough's Director of Public Works.
 - 2. If trash is collected from the rear of the property. In a location which is: (i) a minimum of five feet from the edge of the asphalt with screening on at least two sides; (ii) 20 feet from the edge of the asphalt if no screening is provided; or (iii) inside any garage or other enclosed building. If there is no location available which complies with this requirement, an alternative location may be approved by the Borough's Director of Public Works. Unless otherwise authorized by the Director of Public Works, the collection of garbage, rubbish and refuse shall not commence before 6:00 a.m. and may not continue after 6:00 p.m.
- G. Private collectors shall operate their vehicles within the Borough of West Chester so as to cause the least possible disruption to traffic flow on Borough streets.
- H. Private collectors who operate within the Borough must offer to all residential, commercial, institutional, municipal establishment and community activity customers the pickup of high-grade office paper, corrugated cardboard, newspaper, plastic containers Nos. 1 through 7, aluminum cans, green glass, brown glass, clear glass and bimetallic/steel cans.

- I. All persons who collect municipal waste or recyclables in the Borough shall submit an annual report to the Borough on forms provided by the Borough stating the following:
 1. The report shall contain a list of all establishments in the Borough, including street addresses for which the waste hauler collected municipal waste and/or recyclables.
 2. The report shall give the total weight of municipal waste and the total weight of each recyclable material collected by the waste hauler in the Borough.
 3. The report shall be submitted to the Borough each year no later than February 1 and shall include the information required in Subsection J(1) and (2) for the immediately preceding calendar year.
 4. Failure to file the required report in a timely manner shall subject the waste hauler to the penalties as provided in this chapter.

SECTION 5. Section 62-9, titled “Interference with refuse out for collection prohibited,” shall be amended to read as follows:

“§ 62-9. Interference with refuse out for collection prohibited. It shall be unlawful for any person not authorized to do so to remove the lid from any tote, trash can or dumpster or to collect, molest or scatter refuse set out for collection.”

SECTION 6. Section 62-11, titled “Dumpster regulations,” shall be renamed “Regulations for dumpsters used in construction” and shall be revised as follows:

§ 62-11. Regulations for dumpsters used on construction projects.

- A. All dumpsters that are used for construction projects in the Borough must comply with the regulations in this section.
- B. No dumpster used for shall be placed or located within any public right-of-way within the Borough by any person unless such person first obtains a permit therefor from the Director of Public Works. Permits may be applied for at the Public Works Department.
- C. Each permit shall be valid for a period of thirty days from the date of its issuance. Dumpster permits shall be renewable for a period not to exceed 30 days from initial placement, unless after written request, the Director of Public Works authorizes a renewal of the permit for an additional period that the Director, in his sole discretion, deems reasonable and necessary. In addition, there will be a parking fee (per space occupied) for any dumpster that is located in a metered parking space. The fee for the permit and the parking fee, if applicable, shall be paid to the Borough in accordance with a Schedule of Fees, which shall be established and may be

amended from time to time by resolution of the Borough Council. The Schedule of Fees shall be kept on file at the office of the Borough Manager.

- D. A dumpster shall be located in such a manner that it does not obstruct or interfere with the passage of vehicular or pedestrian traffic.
- E. A dumpster must be equipped with a workable lid and reflectors or reflective tape on both ends and along the outer edges adjacent to a right-of-way. Reflectors shall be a minimum of three inches in diameter, and reflective tape shall be a minimum width of two inches. If reflectors are used, a minimum of three shall be affixed to both ends, and a minimum of four shall be affixed on the sides. If reflective tape is used, the tape shall be a minimum of three feet in length on both the ends and the sides.
- F. The name, address and telephone number of the owner of the dumpster shall be conspicuously displayed thereon.
- G. No garbage, rubbish, refuse or other discarded materials or waste, including but not limited to solid and liquid waste, which, because of its quantity, concentration or physical, chemical or infectious characteristics, may cause or significantly contribute to an increase in mortality or an increase of serious irreversible or incapacitating reversible illness or pose a substantial present or potential hazard to human health or the environment shall be placed in a dumpster by any person.
- H. Every dumpster must be watertight, and every dumpster and every dumpster area must be kept and utilized in a safe, clean and orderly manner and in such a manner as to minimize dust. The dumpster lid shall remain closed except when waste, garbage, rubbish, refuse and other discarded materials and waste are being loaded into the dumpster.
- I. A dumpster shall be promptly removed when it is full.
- J. The Director of Public Works may revoke any permit for a dumpster if any person fails to comply with the regulations and requirements of this section. In addition, any dumpster which is in noncompliance with the regulations of this subsection may be removed by the Borough of West Chester, at the owner's expense, if the noncompliance is not remedied within 24 hours of notice of noncompliance.
- K. The Director of Public Works may impose such additional requirements, rules and regulations as he determines to be necessary in the administration of this section.

SECTION 7. Section 62-12, titled "Recycling collection regulations", subparagraph D shall be amended to read as follows:

- D. Date and place of collection. All recyclable materials shall be placed for collection at the same place, days and times as regular collection for garbage, rubbish and refuse as specified in § 62-4 and §62-8 of this chapter. The containers used for recyclable

materials shall be stored in the same locations as the totes, trash cans and dumpsters must be stored as specified in § 62-4 and §62-8 of this chapter.

SECTION 8. 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 9. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 10. 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 97 TITLED “SUBDIVISION AND LAND DEVELOPMENT” TO AMEND SECTION 97-8, TITLED “TERMS DEFINED” TO ADD A DEFINITION OF “BOROUGH HISTORIC ARCHITECT” AND TO AMEND SECTION 97-13 TO ADD A NEW SUBSECTION 97-13.A(4)(e) TO REQUIRE REVIEW BY THE BOROUGH HISTORIC ARCHITECT FOR PRELIMINARY SUBDIVISION AND LAND DEVELOPMENT PLANS THAT PROPOSE BUILDINGS OR STRUCTURES WITH HEIGHTS PERMITTED IN THE HO-60 OR HO-75 HEIGHT OPTION OVERLAY DISTRICTS.

BE IT ENACTED AND ORDAINED as follows:

SECTION 1. Chapter 97 of the Code of the Borough of West Chester, titled “Subdivision and Land Development”, Section 97-8, titled “Terms Defined”, shall be amended to add the following new definition:

BOROUGH HISTORIC ARCHITECT

A professional architect or a firm with professional architects registered and licensed by the Commonwealth of Pennsylvania trained and experienced in the architecture of historic buildings and structures appointed by Borough Council to perform the duties and responsibilities of the Borough historic architect required by Chapter 97 of the Borough Code and perform such other duties and responsibilities as may be assigned by the Borough from time to time.

SECTION 2. Chapter 97 of the Code of the Borough of West Chester, titled “Subdivision and Land Development”, Section 97-13 titled “Preliminary Plans”, shall be amended to add the following new Subsection 97-13.A(4)(e):

- (e) For all preliminary plans submitted that propose buildings or structures with heights permitted in the HO-60 or HO-75 Height Option Overlay Districts, the preliminary plan and the reports, plans, conceptual building elevations, diagrams, photographs, and other data required by §112-401.C [for HO-60] and §112-402.C [for HO-75] shall be transmitted to the Borough Historic Architect for review and comment and a determination of compliance with the standards set forth in §112-401.B(5) and §112-401.B(6) [for HO-60] or §112-402.B(7) and §112-402.B(8) [for HO-75].

SECTION 3. 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 4. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 5. 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

PURPOSE OF THE COMPREHENSIVE PLAN:

“The purpose of a community’s Comprehensive Plan is to look to the future and design a roadmap in the form of policies, recommendations and strategies for future development, redevelopment and conservation...**While the plan itself is not a regulation, it should be used to inform future laws such as zoning**, subdivision and land development regulations, and it should guide decisions regarding future development and redevelopment, capital improvements and related public expenditures.” Comp Plan 2016

Borough of West Chester Comprehensive Plan & Urban Center Plan



"The underlying premise of this plan is that ***new development and preservation are complementary elements of a planning strategy*** that will support economic health while maintaining the character and "sense of place" that defines West Chester and makes the Borough so attractive to residents, businesses and institutions."

Comp Plan 2016

lets refine that strategy...

You get what you zone for...



illegal



by-right

LAND USE AND HOUSING PLAN

"The primary goals of the Land Use and Housing plan ... **ensure that new development contributes to the small-town character of the Borough, and provide for a range of housing types to support different types of households and a range of income levels.**"

-Borough Comprehensive Plan



How have we been doing?

A+ for diversity of income levels



Pinckney Hill Commons - 51 new affordable homes

LAND USE AND HOUSING PLAN

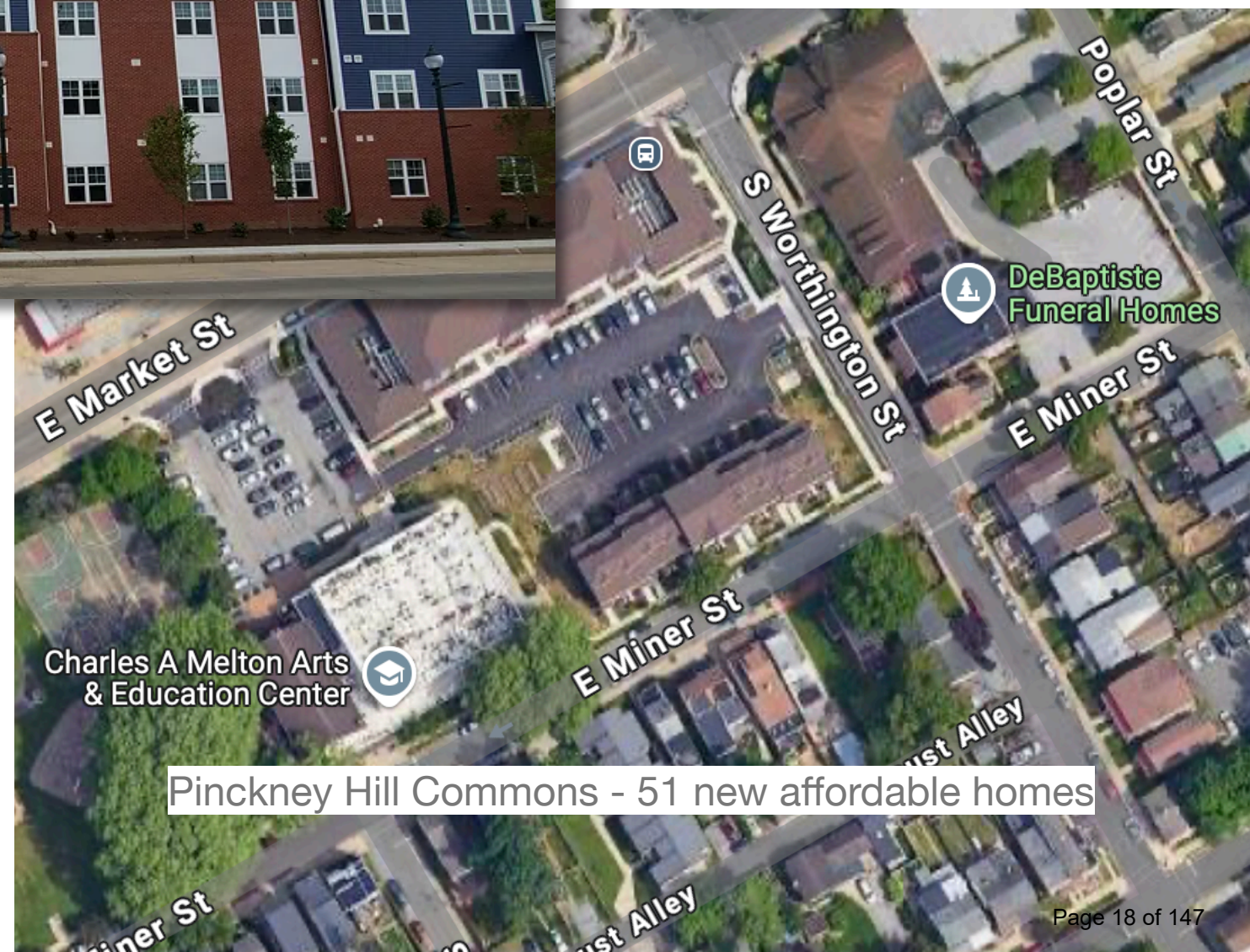
"The primary goals of the Land Use and Housing plan ... **ensure that new development contributes to the small-town character of the Borough, and provide for a range of housing types to support different types of households and a range of income levels.**"

-Borough Comprehensive Plan



How have we been doing?

what is the "small-town character of the Borough" ?

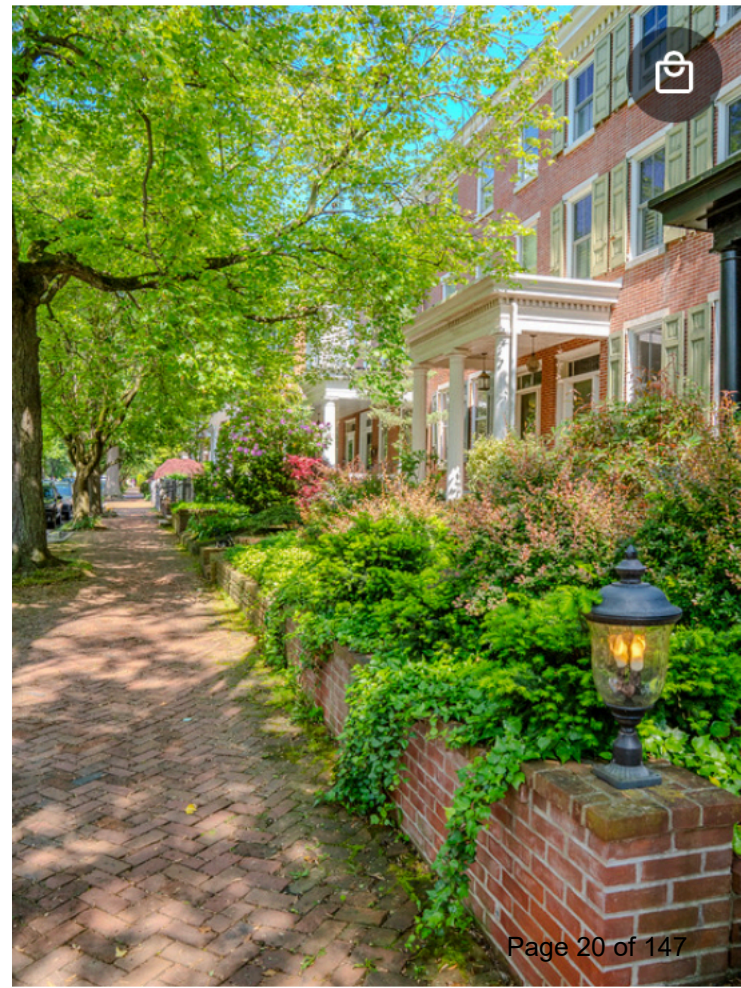
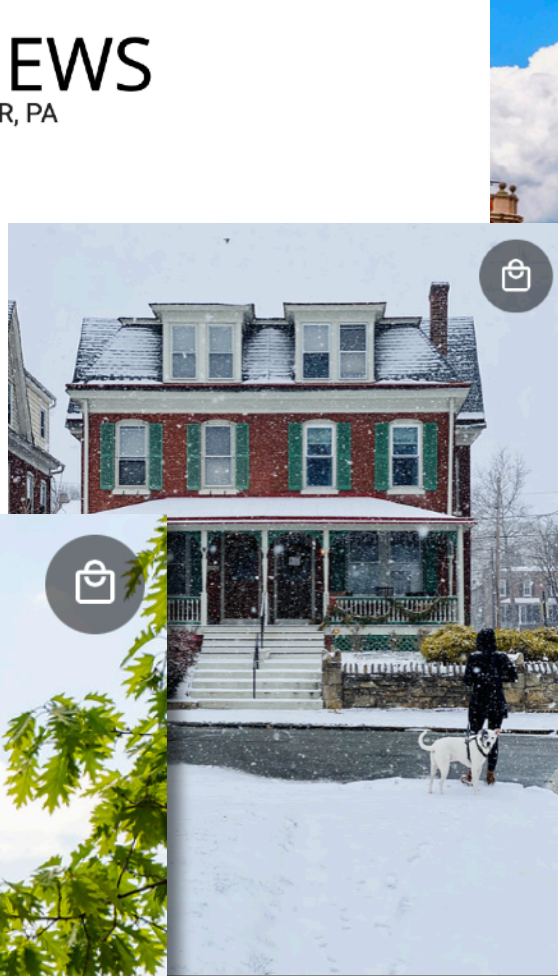


First images of Comp Plan



WEST CHESTER VIEWS

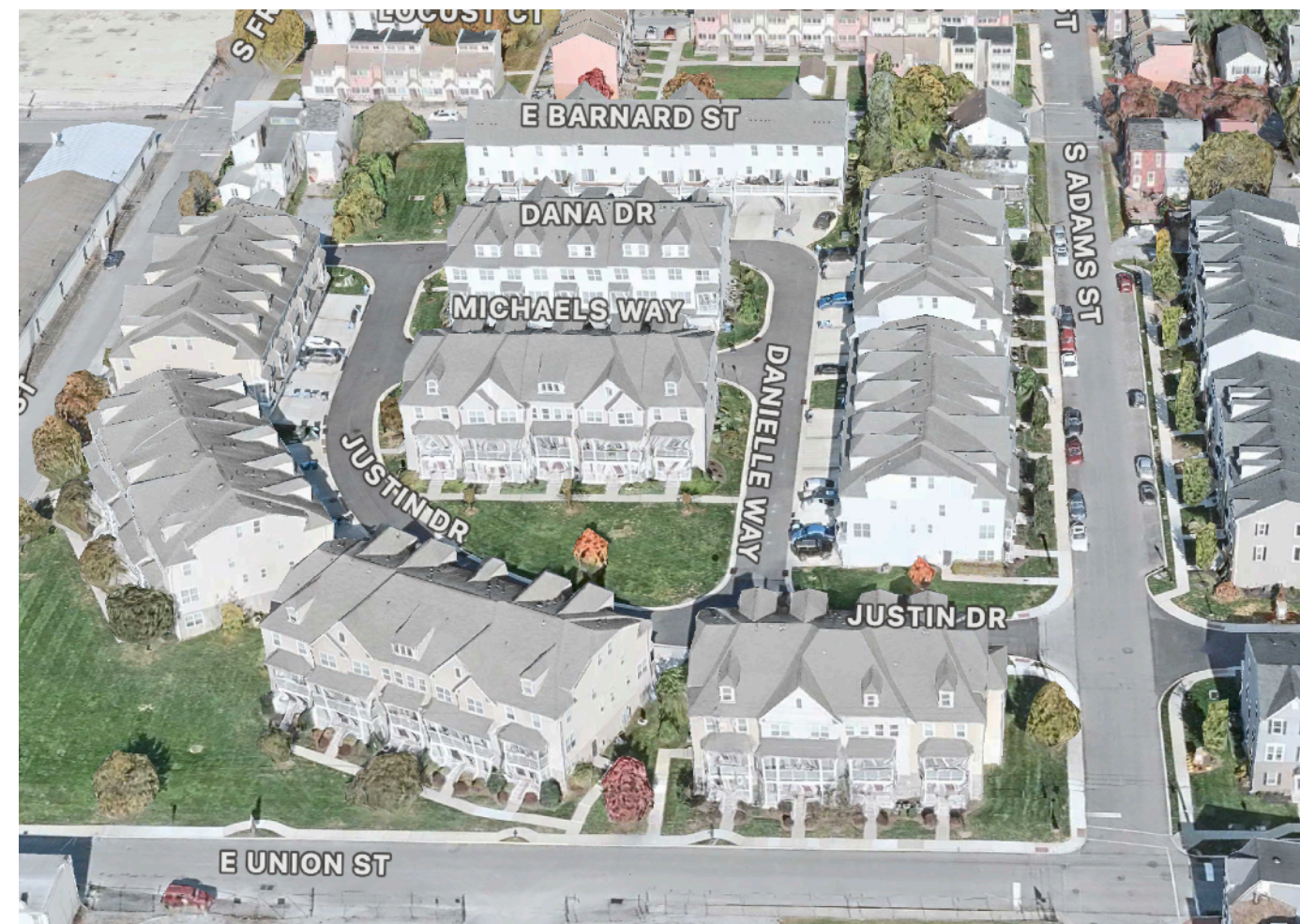
SHARING THE BEAUTY OF WEST CHESTER, PA



How have we been doing?

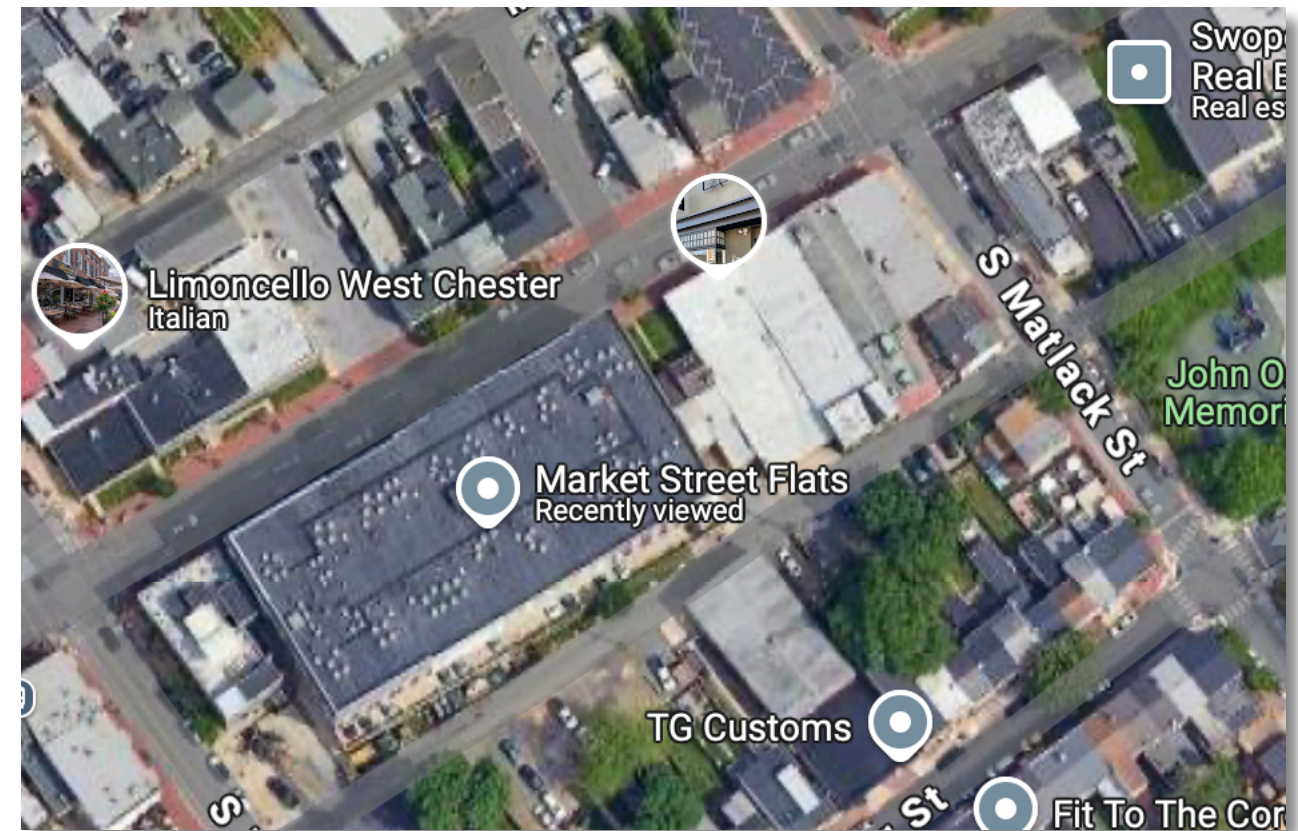
"The primary goals of the Land Use and Housing plan ... **ensure that new development contributes to the small-town character of the Borough**, and provide for a range of housing types to support different types of households and a range of income levels. New development should follow the traditional grid street and alley pattern, unless precluded by natural features.

-Borough Comprehensive Plan



B- on following street and alley network
B range of housing types
F on contributing to the character of the Borough

Market Street Flats



B on following street and alley network
B range of housing types
F- on contributing to the character of the Borough



(139) apartment units.

HIGH STREET 410, LLC
283 2nd Street Pike
Suite 110
Southampton, PA 18966-3823

Elevations
410 S. HIGH STREET II
410 S. High Street
West Chester, PA

04/16/24
Project No: 2296.00-22

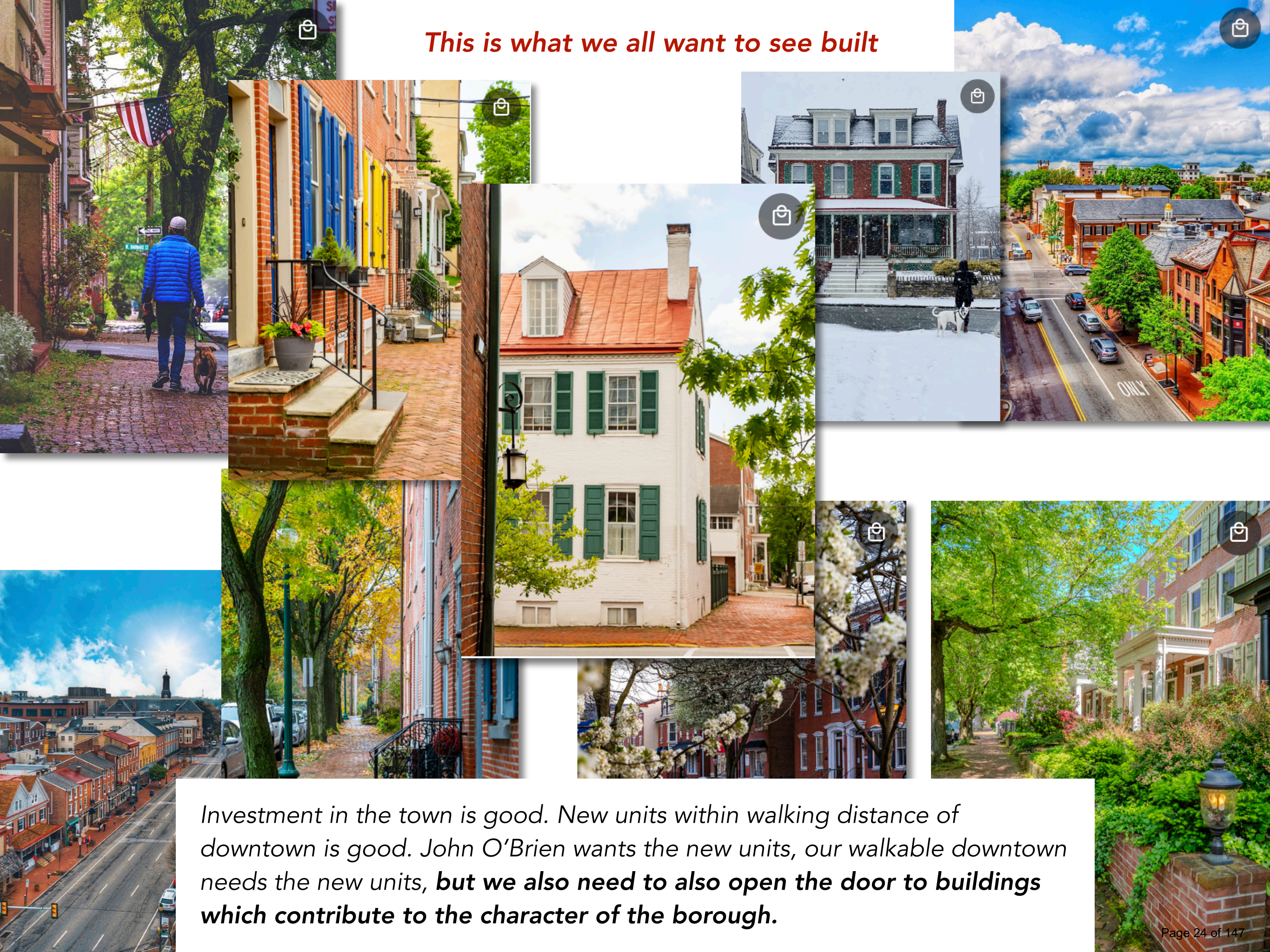
BERNARDON

ARCHITECTURE
INTERIOR DESIGN
LANDSCAPE ARCHITECTURE

10 North High Street, Suite 310 West Chester, PA 19380
T. 610.444.2900 www.bernardon.com

B on following street and alley network
B range of housing types
F- on contributing to the character of the Borough

This is what we all want to see built

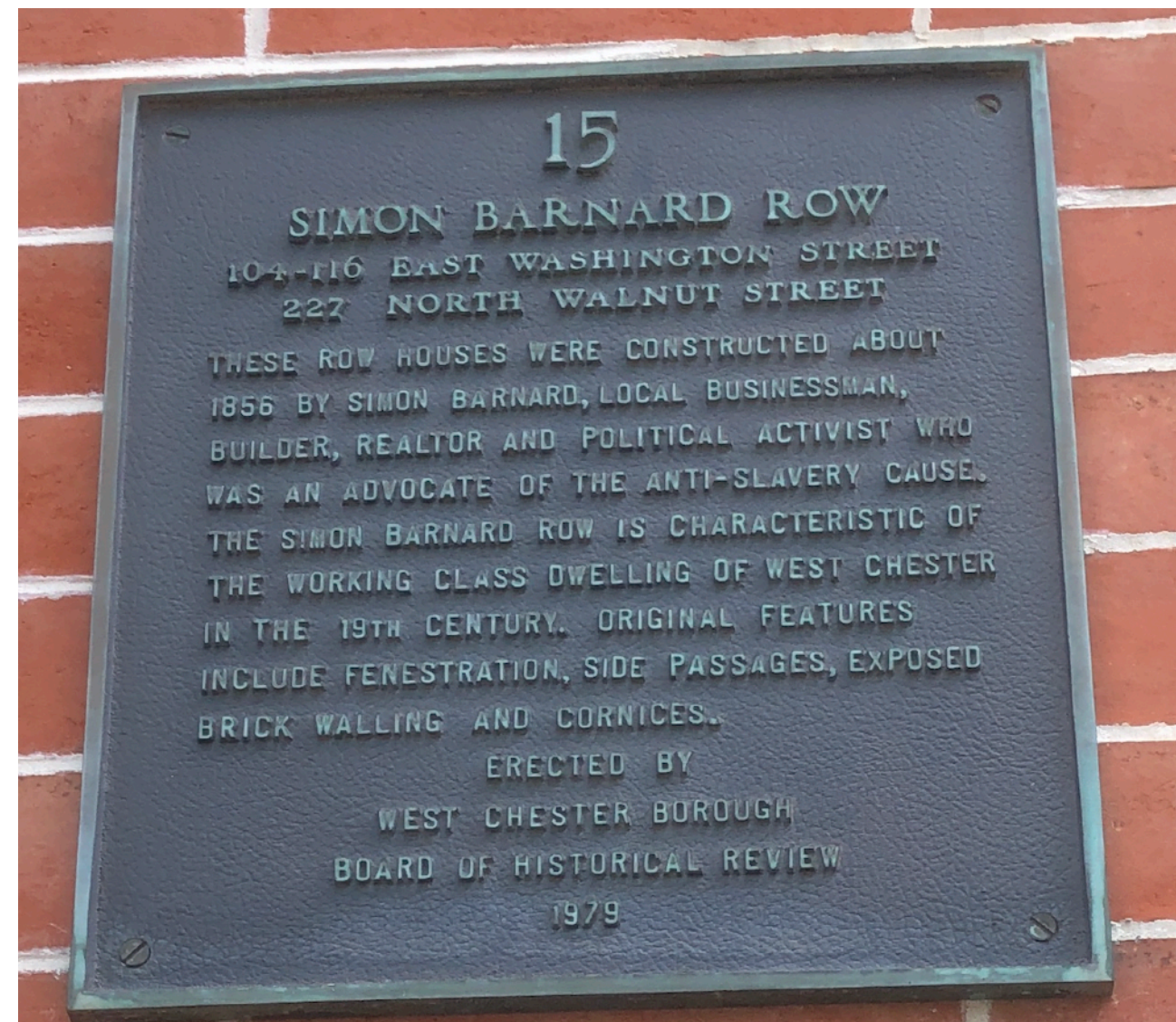
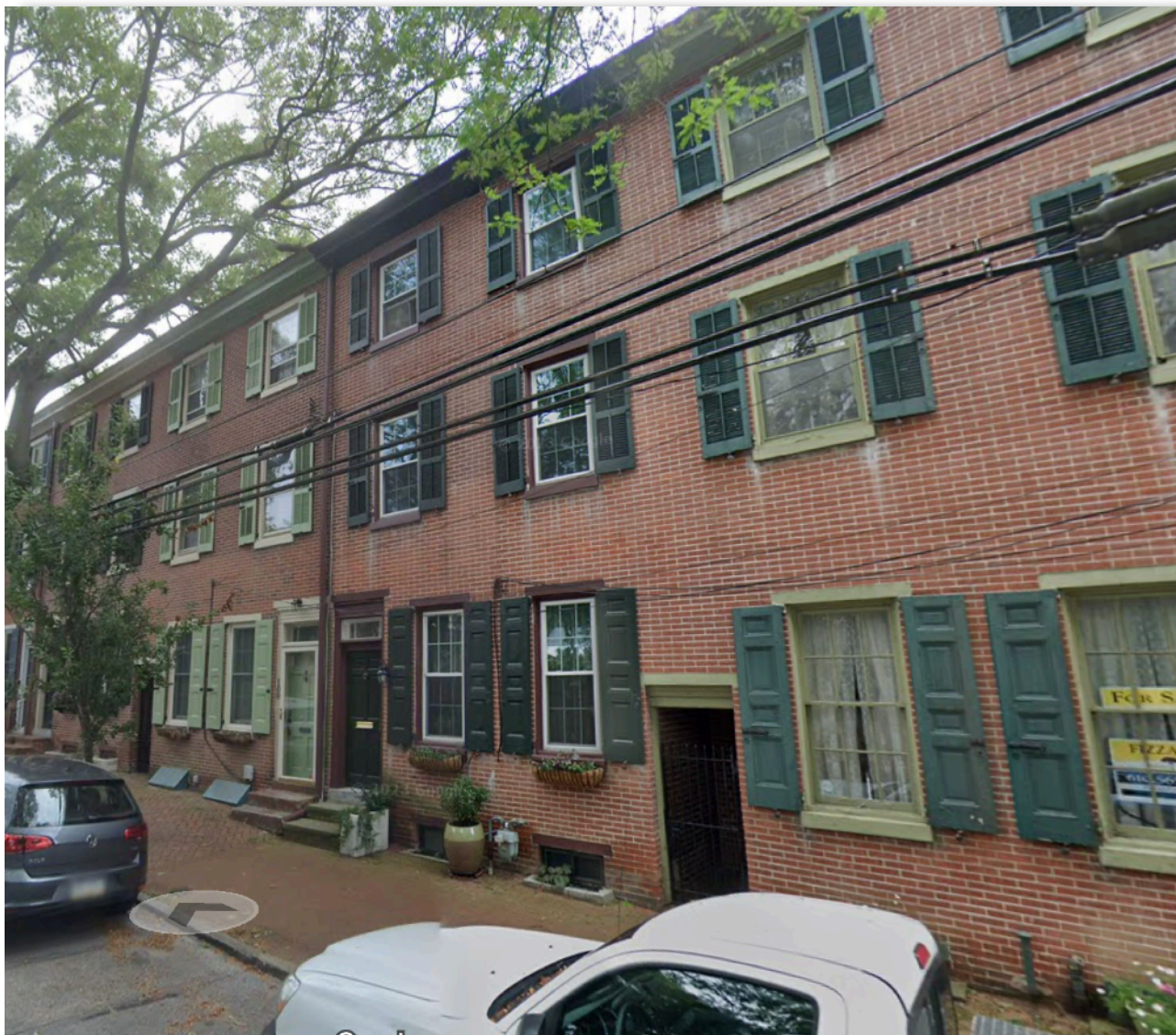


Investment in the town is good. New units within walking distance of downtown is good. John O'Brien wants the new units, our walkable downtown needs the new units, **but we also need to also open the door to buildings which contribute to the character of the borough.**

We cant build nice things anymore - they cost too much (this is not a reason to make it illegal to build those nice things).

“The relatively high price of owner-occupied housing limits opportunities for community professionals including teachers, professors, police officers and others from purchasing housing in the Borough. With a growing senior population, elderly residents will likely find it increasingly difficult to stay in the Borough.”

-Borough Comprehensive Plan



“The relatively **high price of owner-occupied housing limits opportunities** for community professionals including teachers, professors, police officers and others from purchasing housing in the Borough. With a growing senior population, elderly residents will likely find it increasingly difficult to stay in the Borough.”

Yes, but its the downpayment - A mortgage is generally less than rent

Housing units sold in WC , 2023

	Total	Dettached	Attached	Townhome/ Twin	Apartment
West Chester	76	19	57	36	21
	\$508,750	\$550,000	\$490,000	\$497,500	\$470,000

New housing units built in WC, 2023

	Apartment	Single Family Attached	Single Family Detached	Total
West Caln	0	0	7	7
West Chest..	0	0	1	1
West Fallo..	0	0	2	2
West Goshen	0	18	57	75

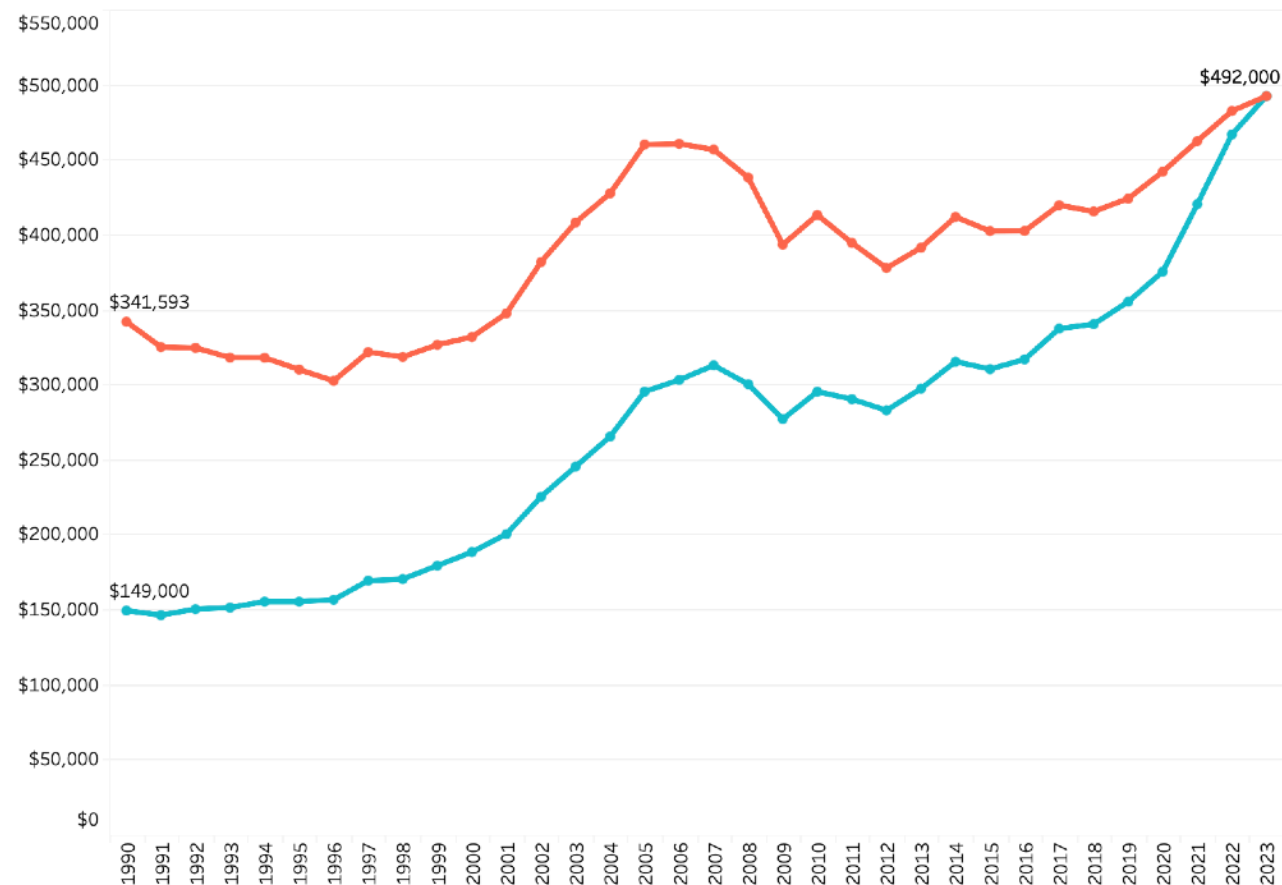
Housing units built Chester County

Year	Single Family Detached (% Total)	Single Family Attcahed (% Total)	Multi-family (% Total)	Total
2010	671	478	157	1,306
2011	494	359	141	994
2012	589	361	355	1,305
2013	710	287	235	1,232
2014	641	321	415	1,377
2015	490	311	643	1,444
2016	430	288	708	1,426
2017	508	511	656	1,675
2018	612	627	116	1,355
2019	600	588	221	1409
2020	531	586	615	1732
2021	916	864	1963	3743
2022	925	838	774	2537
2023	601	625	411	1637

How many multi-family units are set for WC?

All-In Financial Comparison: Apartment Building (By-Right) vs. Townhomes (Proposed)

Category	Apartments (Rent & Sell Year 5)	Townhomes (Proposed)
Unit Count	137 rental apartments	37 fee simple townhomes
Avg. Unit Size	800 SF	1,800 SF
Monthly Rent	\$2,300 per unit	N/A
Sale Price per Unit	N/A	\$800,000 per home
Total Revenue	\$61.2 million (rent + sale)	\$29.6 million (from sales)
Total Cost (All-In)	\$41.1 million	\$18.3 million
Estimated Profit	\$20.1 million	\$11.3 million
Profit Margin	48.9%	61.6%
All-In Cost per Unit	\$300,000	\$495,000
Time to Exit	5 years	1–2 years
Ownership Model	Primarily renters	Primarily owner-occupied



5-Year Resident Cost & Equity Comparison

Category	3-Over-1 Renter	Townhome Owner
Monthly Cost	\$2,300 rent	\$4,800 mortgage + taxes + insurance*
Annual Cost	\$27,600	\$57,600
5-Year Total Cost	\$138,000	\$288,000
Equity After 5 Years	\$0	~\$222,000 (equity buildup)
Down Payment	N/A	\$160,000 (20% of \$800,000)
Total Out-of-Pocket (5 yrs)	\$138,000 (rent)	\$448,000 (cost + down payment)
Net Position After 5 Years	-\$138,000 (no asset owned)	-\$226,000 cash outlay but +\$222k equity

Assumptions

Townhome Ownership:

- **Home Price:** \$800,000
- **Down Payment:** 20% (\$160,000)
- **Loan Amount:** \$640,000
- **Interest Rate:** 6.5%
- **Mortgage Term:** 30 years
- **Monthly Mortgage:** ~\$4,050
- **Taxes & Insurance:** ~\$750/month
- **Equity Buildup (5 years):** ~\$65,000 from principal paydown + ~\$157,000 from 3% annual appreciation = **~\$222,000**

3-Over-1 Rental:

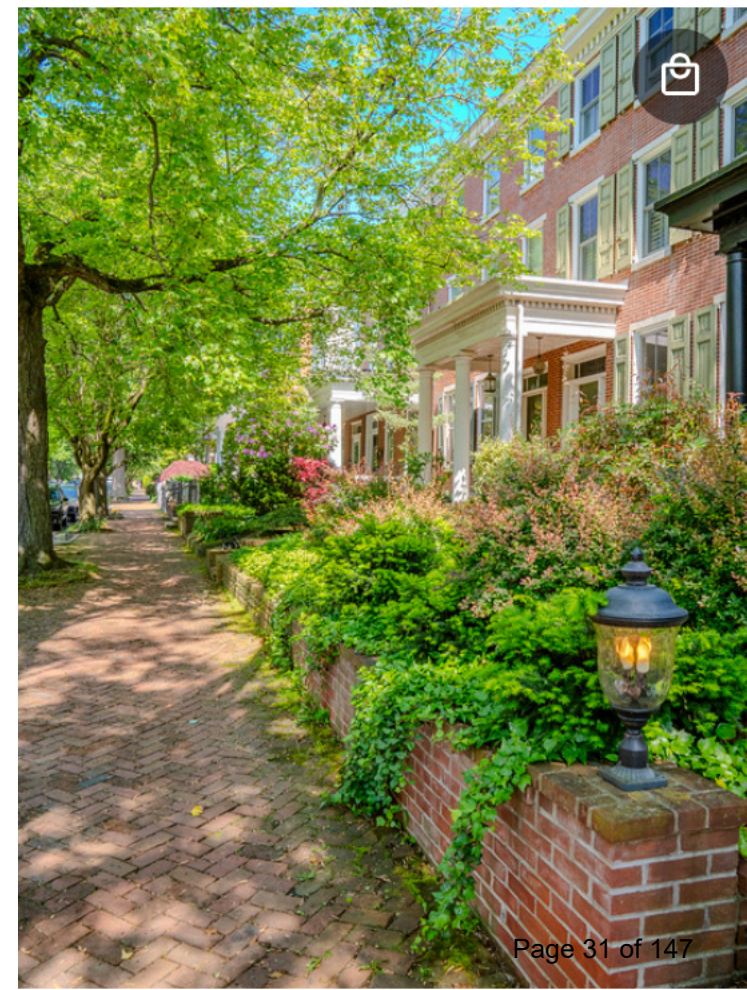
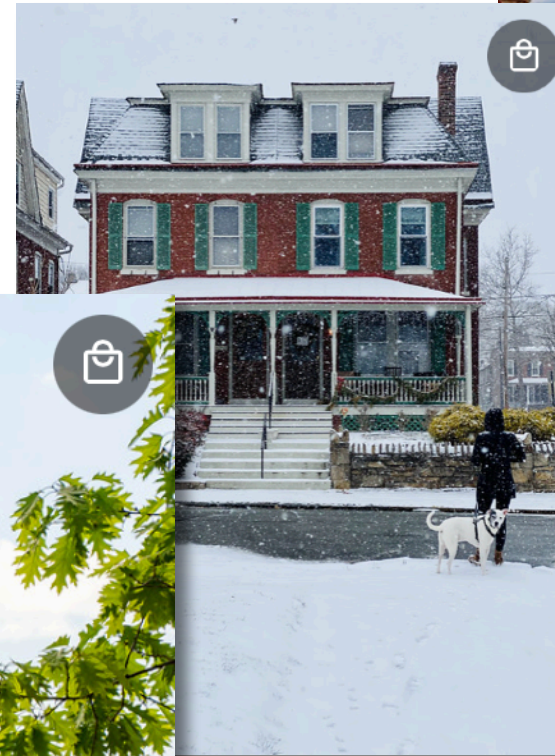
- Rent remains constant at \$2,300/month for simplicity.
- No equity, no tax benefit, no appreciation.

in conclusion

Right now we are getting this



Though this is what we all want to see built





It would be a good for the borough to see more 'working-class' development like this

and less like this...



over 1000' of continuous corridor.

A five-story, 219-unit
multifamily apartment
complex on 2.5 acres



Right now this is incentivized



An apartment building with 185 units



And this is non-conforming

But when zoning allows townhouses, we get this... not this



How to move forward...?

- 1) How do we legalize buildings with these dimensions/characteristics?*
- 2) While ensuring that we get buildings that contribute to the character of the borough.*

"The underlying premise of this plan is that ***new development and preservation are complementary elements of a planning strategy ...***"

Comp Plan 2016

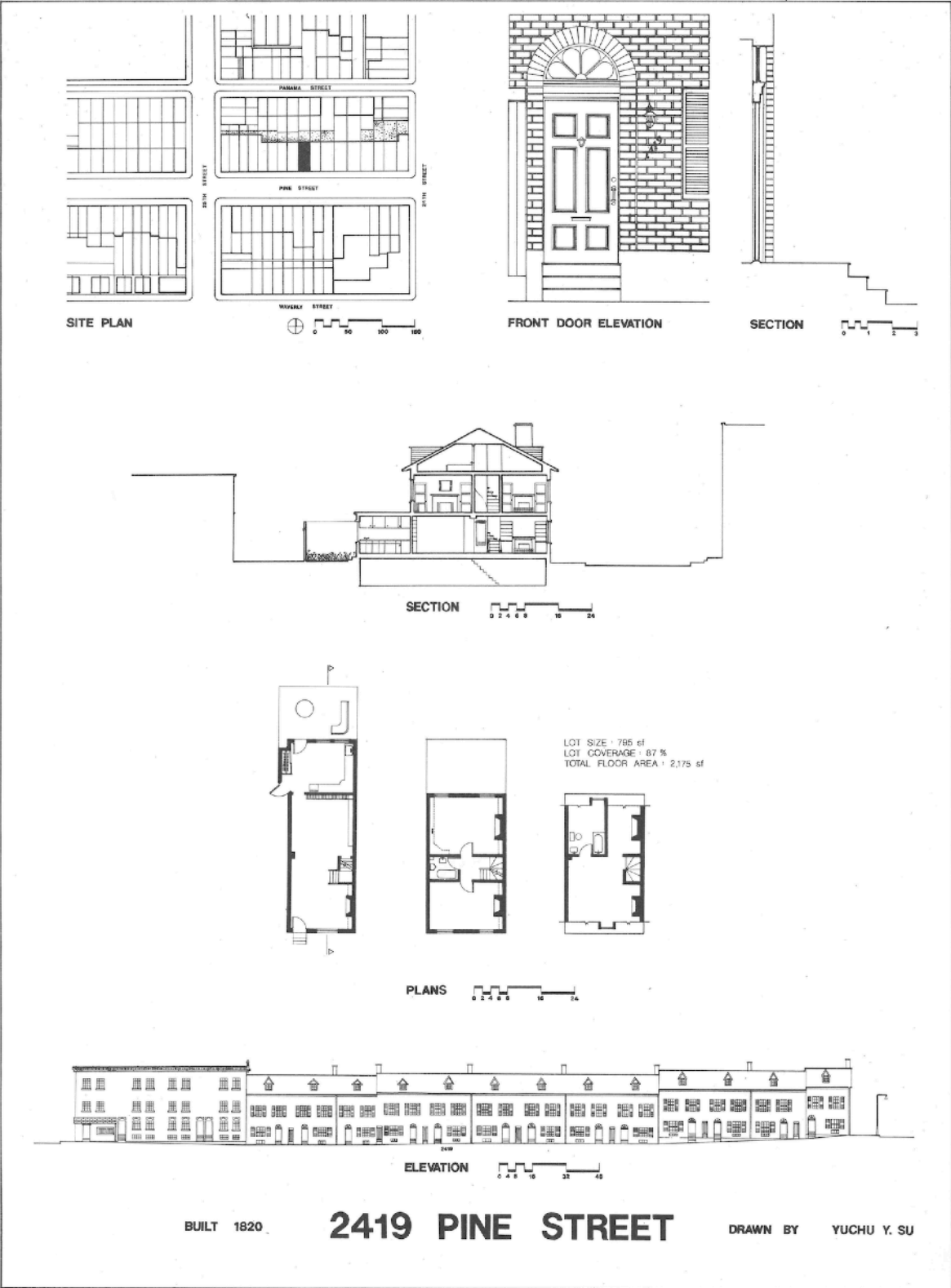
Dimensional Characteristics

- Lot Area - non conforming because last two lots happen to be very wide taking the median Lot to probably 30'
- Lot width - less than 20' for 4 of these lots
- Side yard of 0' - less than 10' required
- Rear yard of 10' - less than the 20' required
- Building Coverage is more than the 45% max
- No off-street parking

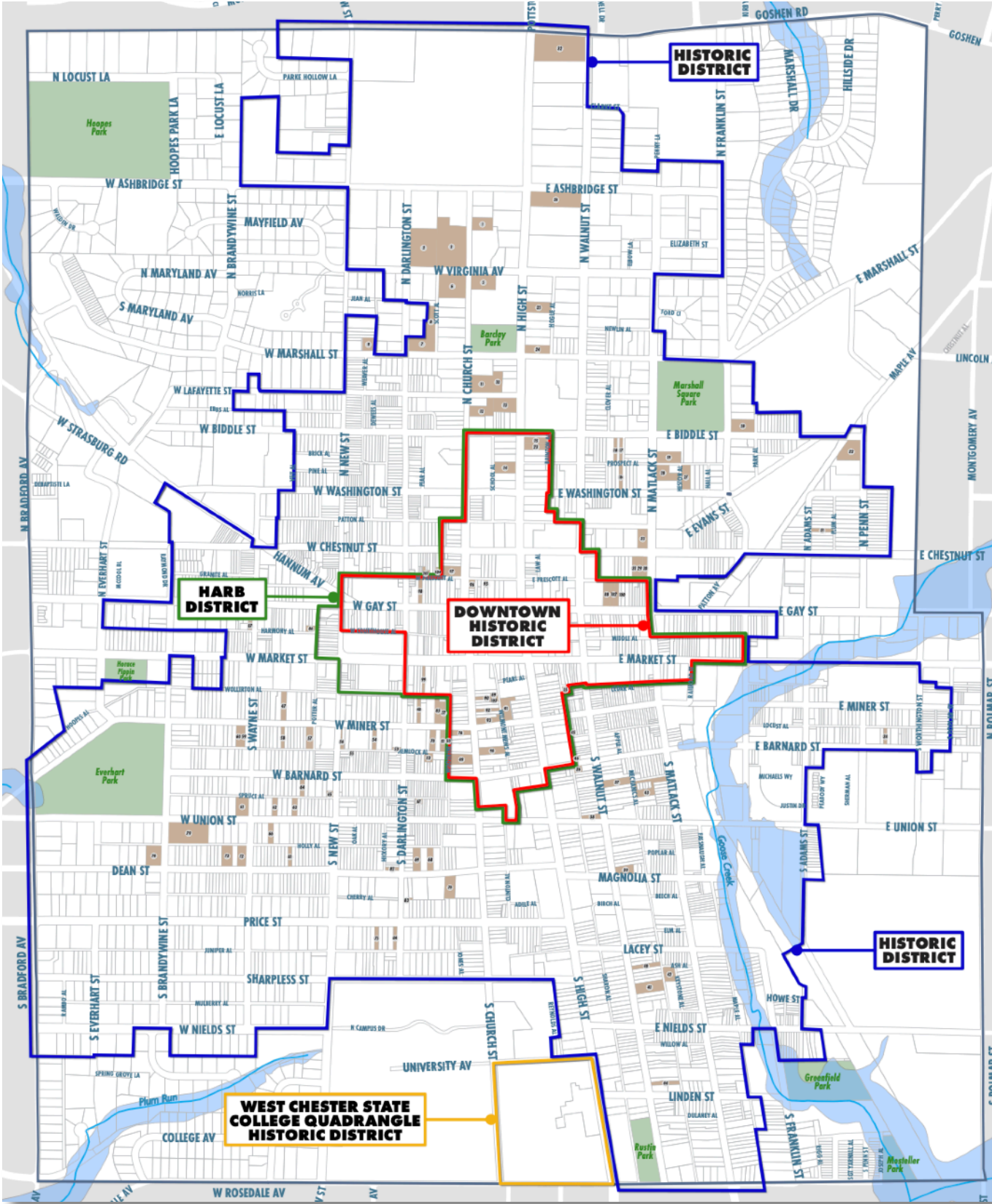


"CONTRIBUTING RESOURCE(S)

A resource in an historic district or historic complex which, as filed with the National Register or the Bureau for Historic Preservation, supports the district's or complex's historical significance through location, design, setting, materials, workmanship, feeling and association."



We have two Historic districts that already exist



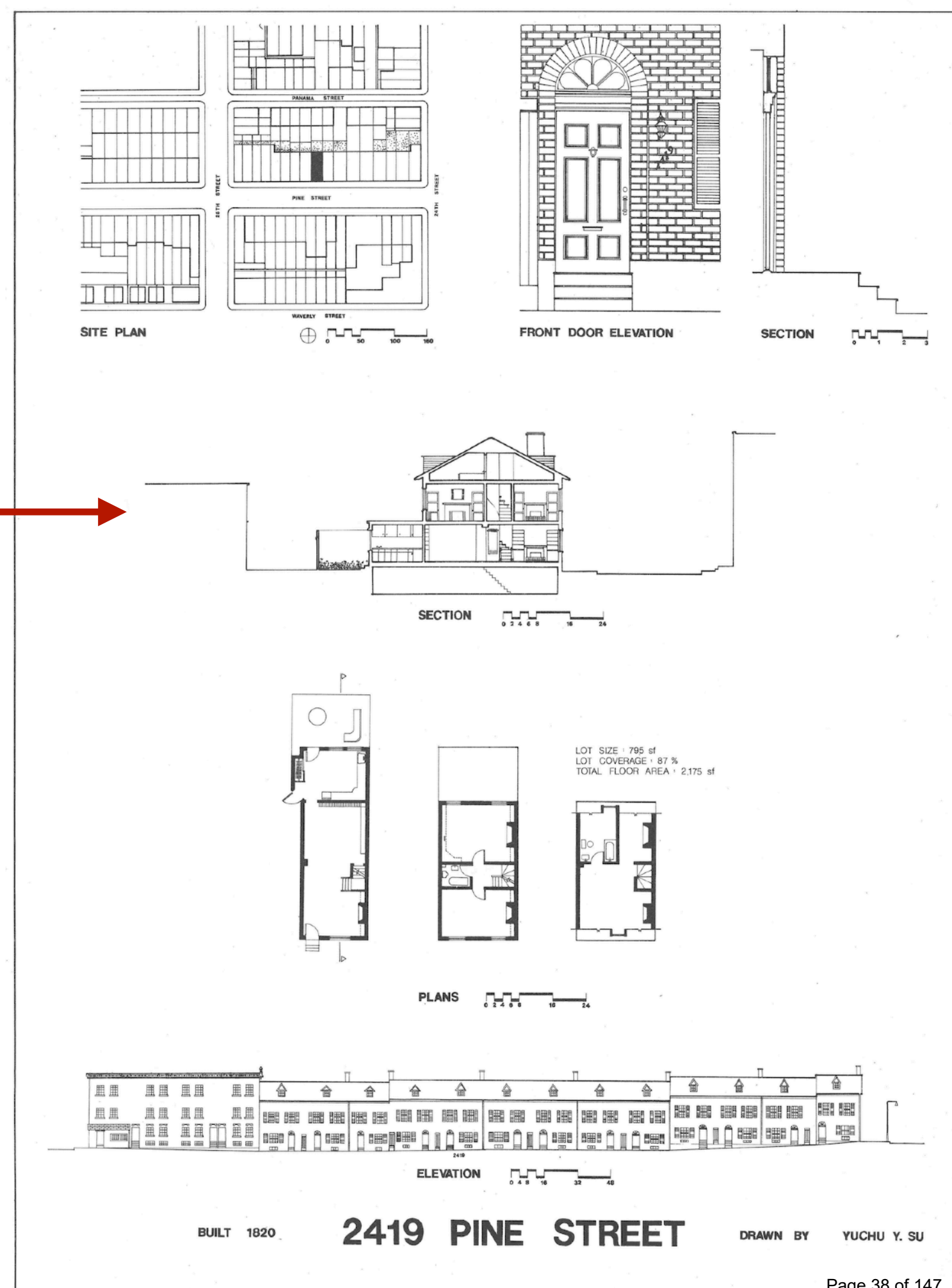
Identify 3 or 4 contributing resources



New Development and Preservation Strategy

A. The following area and bulk regulations shall apply

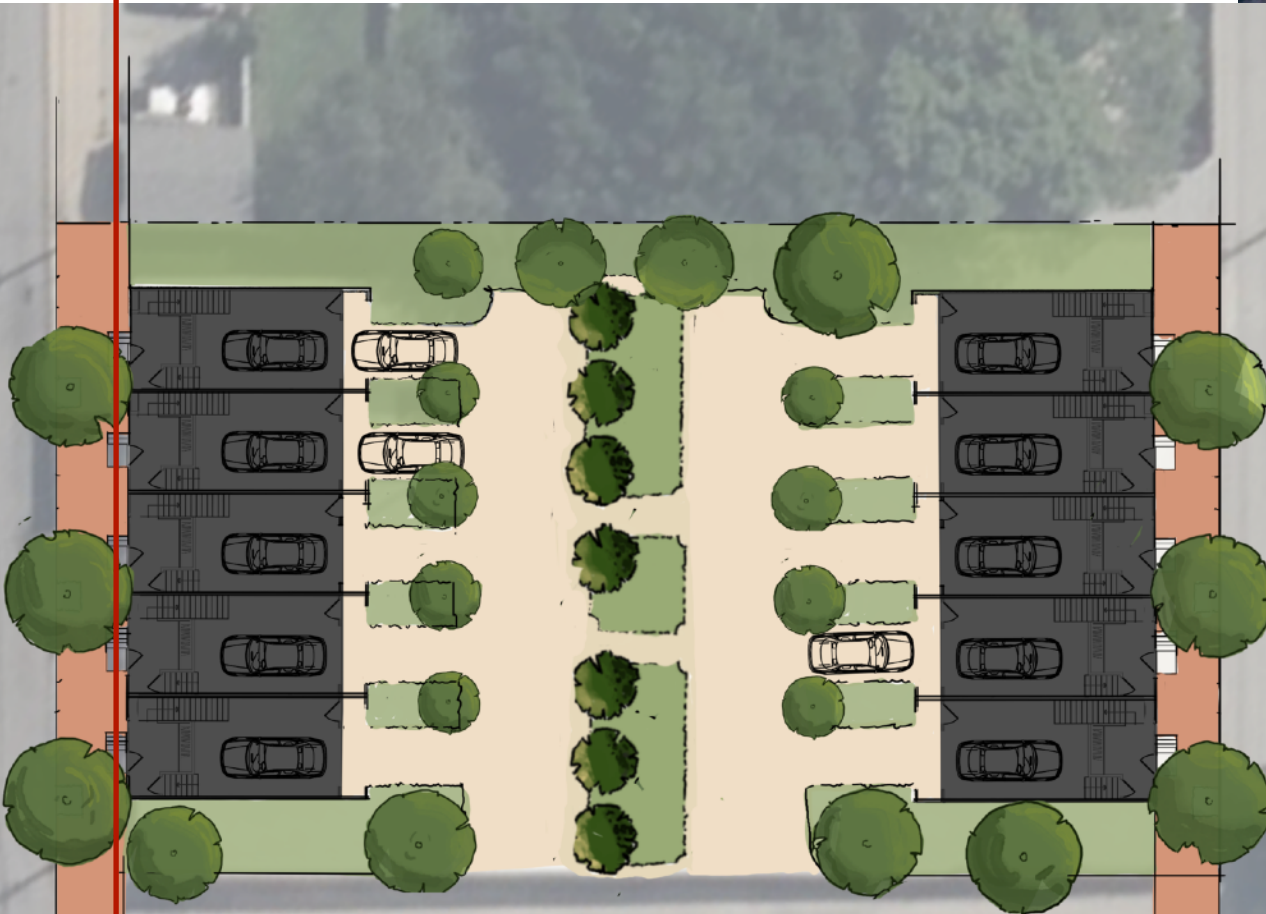
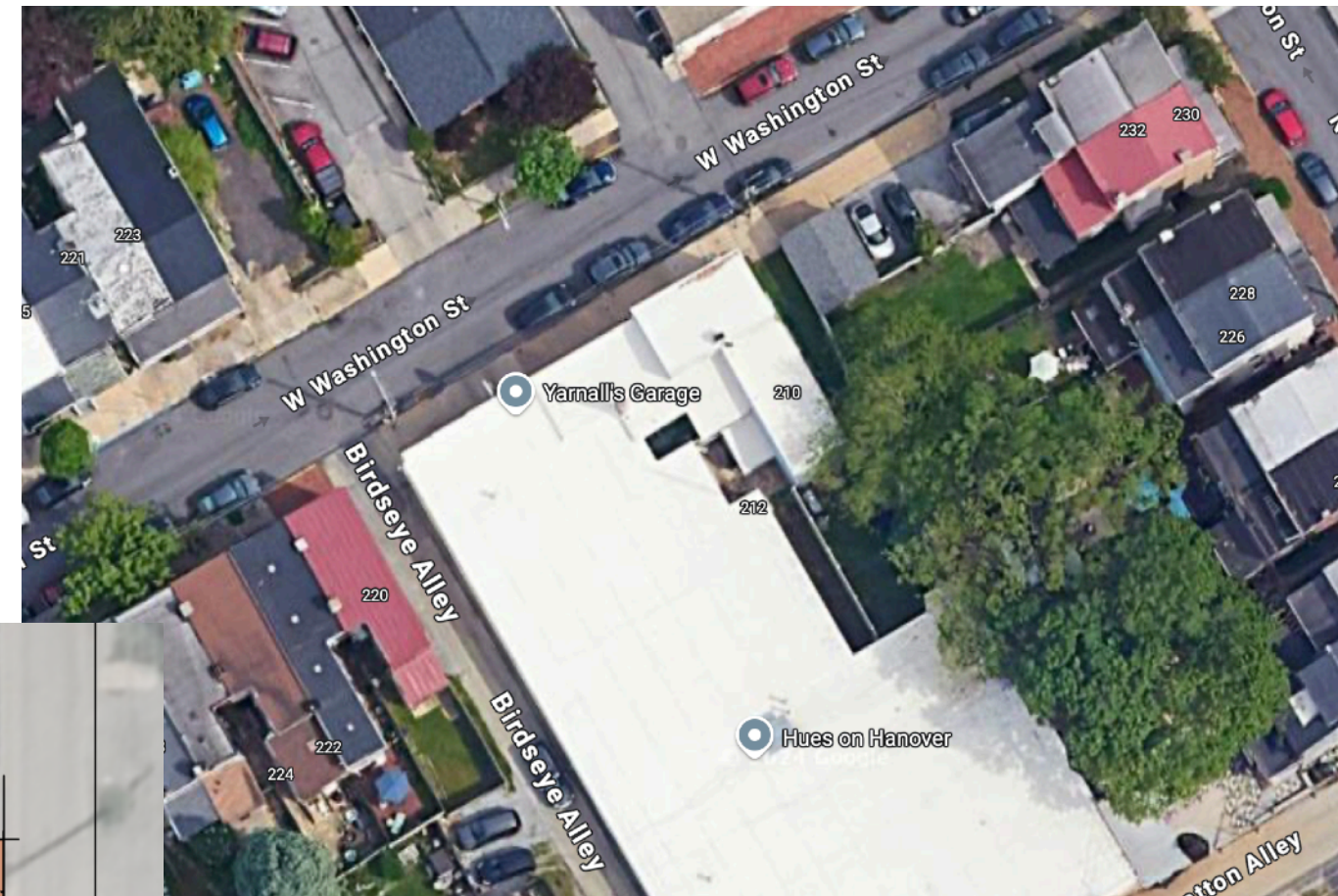
- (1) Minimum lot area;
- (2) Minimum lot width at building line; 14'
- (3) Build-to line/front yard
 - (1) Match adjacent
- (4) Rear yard minimum; 10' or none if opening onto a public space
- (5) Height; 35'
- (6) Impervious Coverage; -%
- (7) Building Coverage; -%



Recent project we appreciate

Has to create an HOA to avoid our zoning;

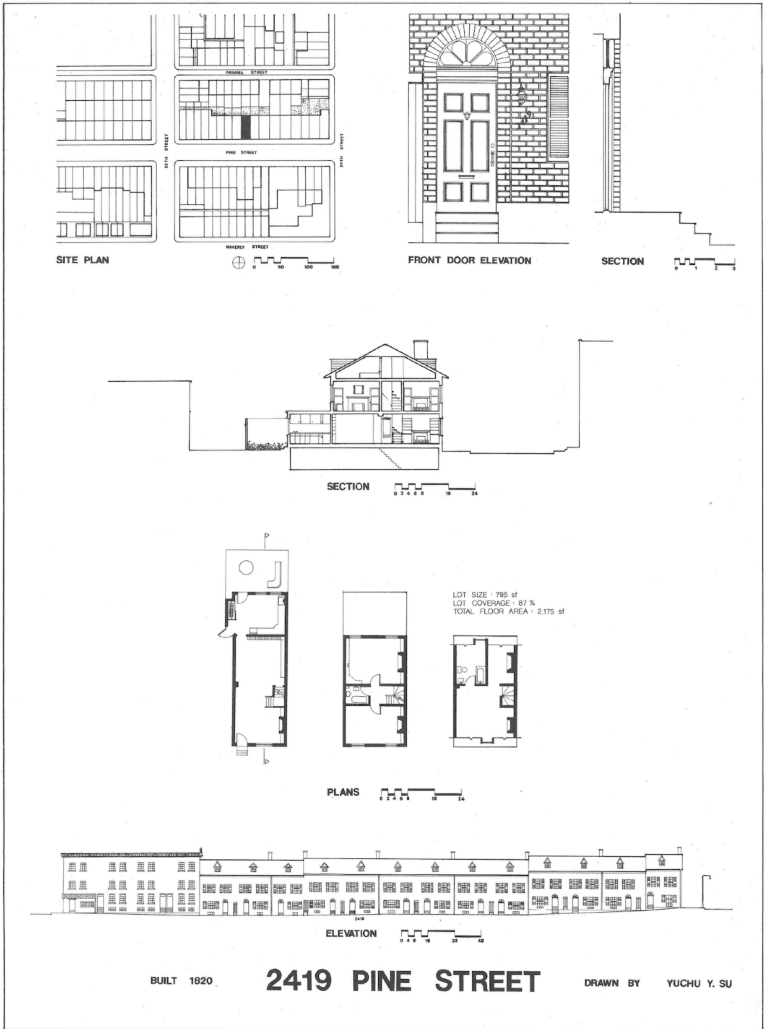
- min lot width
- median lot area
- Cant subdivide to create land that does not front primary street



Non-conforming neighbors that we want the new development to match

- Side yard- less than 10' required
- Lot Width - less than the 20' required
- No off-street parking

zoning does not cover materials or elevations



Recent project we appreciate

Has to create an HOA to avoid our zoning;

- min lot width
- median lot area
- Cant subdivide to create land that does not front primary street

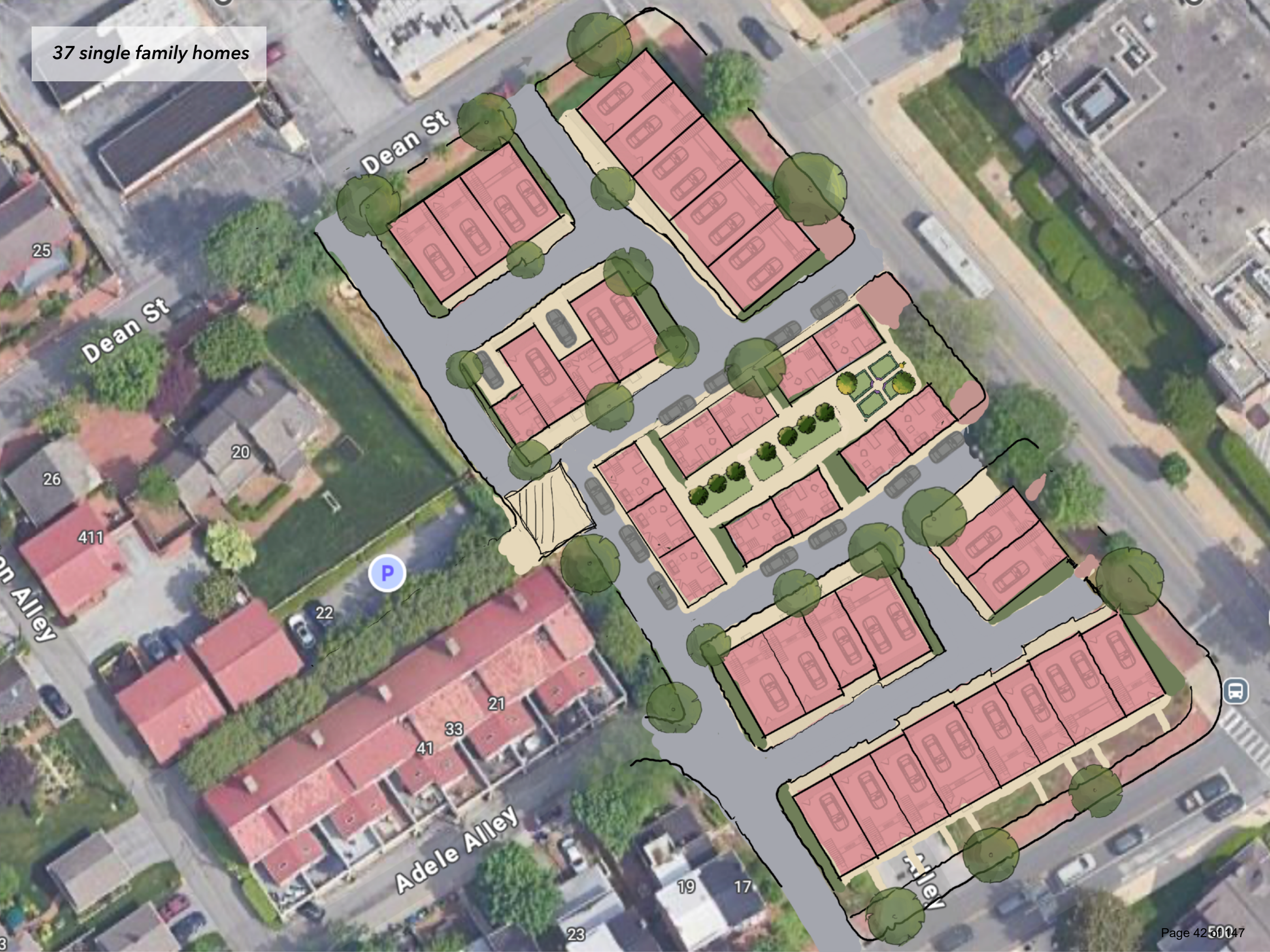


This award winning development didn't even face an alley..

This can't be a street;

- Street minimum of 30'
- New Streets must have on-street parking

37 single family homes



Dean St

Dean St

25

20

26

411

on Alley

P

22

21

33

41

Adele Alley

19

17

23

B

"While the plan itself is not a regulation, it should be used to inform future laws such as zoning"



"The underlying premise of this plan is that new development and preservation are complementary elements of a planning strategy ..."

Comp Plan 2016





Borough of West Chester

401 East Gay St West Chester PA 19382

Borough Council

Patrick McCoy, President
Nicole Scimone, Vice President
Bryan Travis
Brian McGinnis
Sheila Vaccaro
Bernie Flynn
Lisa Dorsey

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

Borough Manager's Report May 22, 2025

There are three exciting planning projects with the Borough, community partners and institutions that I'd like to highlight in this month's report.

West Chester University Campus Master Plan

The Planned University Campus District is a mapped zoning district amended and adopted by the Borough October 2021 and is alternately known as "North Campus" or the "Superblock" of West Chester University. It includes the historic buildings and quadrangle that date back to the founding of the university, most of the instructional space, and the majority of university owned or affiliated housing in dormitories mostly for freshman and sophomore undergraduate students.

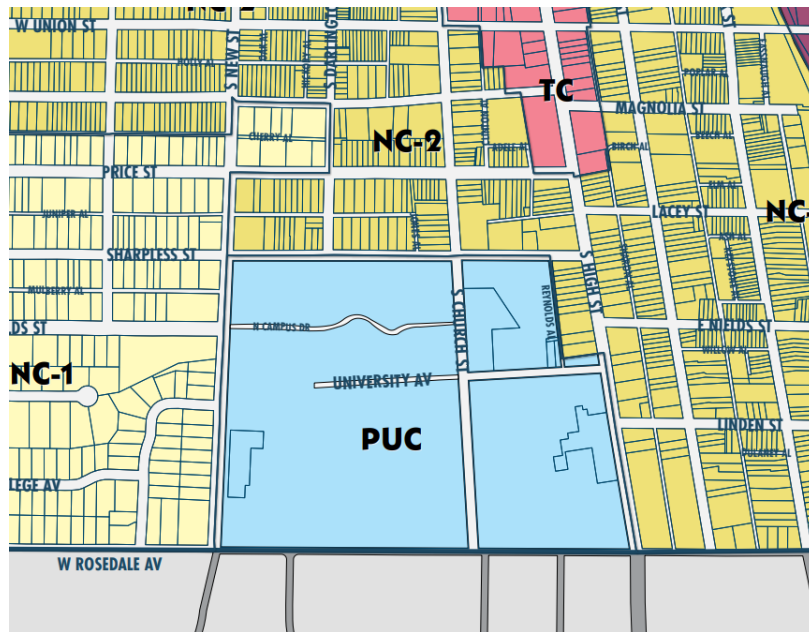
The district requires that the University submit and the Borough approve by conditional use a master plan for future development for the next 10 years after adoption and approval by WCU, West Chester Borough, West Goshen Township, and East Bradford Township.

The plan has been submitted for review and the applicant has extended the deadline to open the conditional use hearing before Council to August 31, 2025. This will allow the Borough and others time to review the document, order any necessary consultant reviews, and reach a decision regarding approval and suggested amendments.

The document is a comprehensive look forward with a wealth of information. The first step the Borough took was to request a review by the Borough's planning consultant TCA and for the Planning Commission to begin discussions at its May public meeting. Staff is analyzing the plan, and reaching out to West Goshen and East Bradford to coordinate a timely response. The first step in the review will be to determine if the applicant has satisfied the submission standards in the Ordinance. From there the Borough can engage WCU and our partner municipalities with

feedback regarding plan contents. I would like to provide WCU with an initial memo on feedback shortly after the June business meeting of Borough Council.

Map of Planned University District in West Chester Borough



Comments:

Enrollment projections and Housing plan – Appendix A of the plan includes a five-year projection of total enrollment. The sum of full and part-time students is projected to remain in the range of 17,000 to 17,500. Full time undergraduates' population is expected to remain stable at 13,150 during the 5-year period. Graduate students comprise about 16% of total enrollment. A detailed student housing study and survey is included in Appendix B and C.

An analysis of instructional and office space shows that no expansion of either types of space is needed on North Campus.

WCU plans to expand on-campus housing in WCB and EBT from 5,349 to 6,239 beds. This will be accomplished by development on the superblock- demolition of Lawrence Hall and rebuilding a residential dormitory there as well as refurbishing existing student housing. Additional renovations in EBT will take place at South campus. Residential uses are not permitted in any of the PUC districts located in West Goshen Township.

Traffic, Parking, and Circulation – The plan contemplates the dedication of South Church St from University to Rosedale to convert to a pedestrian zone that would admit emergency vehicles. A full parking supply and demand study is included in Appendix E and traffic study in Appendix D. Both documents should be reviewed by traffic engineers for the Borough for accuracy and validity of conclusions. Of note is that the plan contemplates a small reduction in available parking supply from 3,746 to 3,542 through the closure of Church St and University

Ave an the temporary housing units on the M-1 lot in WGT. The parking analysis concludes in part that adding 819 new on campus beds and maintaining enrollment will lower parking demand. This should be monitored, proven, and adjustments made if demand exceeds supply. Parking counts were completed December 5 and 6, 2024. One year prior, the Parking Services Department implemented changes to guest passes and permits for off-campus student homes (a defined use in the Borough's Zoning Code). It stands to reason that these changes should have driven more demand to WCU parking lots, perhaps reflected in this survey data. The Borough and WCU should collaborate to look at parking utilization data. Systems for routine collection and sharing of data should be established between the Borough and WCU.

Stormwater – The master plan includes conceptual stormwater management facilities adjoining all areas of planned development. Designers used a rough metric of 5:1 or 8:1 of contributing areas to SWM areas which provides only a general estimate of the size and location of facilities. Final design will depend on soil analysis to meet SWM standards and could greatly affect the location and design of SWM facilities. The Borough will seek advice from the Borough Engineer whether an analysis of the plan would yield helpful results.

Property Acquisition – The plan contemplates acquisition of 9 properties located on the western side of S High St between Sharpless and University Ave. WCU currently owns 3 of the 12 properties. No details of how the properties would be used and no realistic timeline can be proffered since the properties would need to be acquired piecemeal over many years or perhaps decades.

West Chester Business Improvement District Authority – 5-year business plan renewal

Initially formed in 1998, the West Chester Business Improvement District Authority is scheduled for reauthorization and renewal for 5 years (2026-2030). This process started with the WCBID Board approval of the draft business plan at their May meeting. The BID would like to be able to schedule a public hearing of Borough Council in July of 2025. Borough Council should authorize the July date at the May meetings, to provide the BID enough time to properly advertise the meeting to all affected property owners. Borough Council will vote at the hearing to endorse the plan after which it will enter a 45-day period where affected property owners can submit their opposition to the renewal. A certain portion of the affected property owners have to object in order for the renewal to be terminated.

The plan includes over 4 pages of detailed organizational goals to enhance and enliven downtown and improve appearances. It is important for the Borough Council and management to remain engaged in the business of the BID through participation in Board meetings and collaboration. I feel that we have worked through our differences and created solutions that propel both the business community and the government forward. It requires a commitment of staff and time from the Borough to make that relationship work. The Director of Parking, Borough Manager, Public Works Director, Police Chief, Fire Chief, and Recreation Director are routinely engaged on issues affecting the downtown. That should continue. We need to find more opportunities to partner on management and infrastructure investments.

Borough staff have the following recommendations prior to adoption of the plan:

- The plan contemplates small extensions of the area under the BID's stewardship and tax levy. The BID should produce a before and after map to clearly depict the change in boundaries in the plan document.
- The plan considers no change to the 3 mill tax assessment on commercial properties and cites its responsible stewardship for not changing the fee in 15 years. While that is true, we do not believe it is prudent to not raise the rates, unless other streams of guaranteed income are secured, or services are cut. It would be difficult for Borough Council to consider increasing its annual financial commitment to the BID if the BID is not considering asking the same from the property owners and businesses it serves. Furthermore, the plan- if adopted as is – does not allow for a reconsideration of the millage rate at any time in the next 5 years. It seems like that should be explored since it is impossible to predict all things that affect business, such as the COVID-19 pandemic.
- We agree with the recommendation of more street furniture and planters downtown. This recommendation will also be voiced in Parks and Recreation plan update. All of the design and appearance recommendations should be supported by the Borough and there are many opportunities for collaboration.

West Chester Borough Parks, Recreation, and Open Space plan

The year-long process of updating the Borough's parks, recreation, and open space plan will conclude in the next two months. A draft of the plan will be published and reviewed by Council and the Planning Commission prior to adoption.

The effort brings together different community goals to plan for the future of park improvements and programming enhancements. This document will fuel investment through the Borough's annual capital program and provide the Recreation Department with valuable direction. Working with a team of consultants, the plan addresses the future of the Borough's Park system according to five themes.

1. **Parks for All** – It is important that all parks be given equal attention, resources, and access to and by the community that surround them and people who are attracted into the Borough. A great example of the latter point is how Everhart Park functions as a passive recreation space for nearby residents most of the year while transforming into a regional attraction for the Turks Head Music Festival – an event in its 5th decade of existence. The plan will stress the importance of maintaining all parks to the same level of appearance.
2. **Go West Chester** – The plan will identify opportunities for connectivity between parks with trails, signs, and property acquisition. This will help unify the 13 parks into a system through consolidated branding, programming, and context.
3. **Adding value through programming** – Identify programming so that the Recreation Department can direct resources to meet local demand. The plan will help answer questions like: What kind of programs and events would be best suited for parks? And how do we locate vendors and organizations to provide those services?
4. **Institutional sustainability** – The plan will recommend steps to make sure that the Borough dedicates enough resources of labor and investment to maintain a high level of service. The plan

will recommend investing in training of employees to learn and develop landscape maintenance skills and contracting with 3rd parties where appropriate.

5. **Prepare for the future** – The plan will recommend short, mid, and long term action steps over a 10 year period to implement the vision. This will provide essential direction to management to set and achieve goals.

Sean Metrick

Letter of Agreement

Interim HR Support

For Borough of West Chester

May 7, 2025

Sean Metrick
Manager, Borough of West Chester
401 East Gay Street
West Chester, PA 19380

Dear Sean:

This Letter of Agreement confirms that Keystone Partners d/b/a CCI Consulting (“**CCI**”) will provide a Senior HR Consultant for HR Interim Support for the Borough of West Chester (the “**Client**”) as set forth below. This Agreement outlines the approach and scope of the engagement. Please feel free to contact me with any questions.

Scope of Work

The Borough of West Chester is currently without formal HR support. The scope of work for this letter of agreement includes CCI providing interim HR support and dedicating a Senior HR Consultant to assist with HR needs, **15-20 hours per week**. HR support includes, but is not limited to:

- HR Regulatory, Compliance, and Policy Enforcement (Mini Audit)
- Performance Management
- HR Reorganization, including job description reviews
- Talent Acquisition
- Employee Relations, including conflict resolution
- Day-to-day HR Operations (Benefits, Leave Management)

The expectation is that the Senior HR Consultant will work primarily onsite. A daily schedule is to be determined.

Investment

CCI will invoice the Borough of West Chester for the actual time worked at an hourly rate of **\$165** per hour. We are anticipating dedicating this consultant to this engagement for 15-20 hours per week. The assignment would begin in the May 2025 timeframe, with the receipt of a signed agreement, and extend through August 31, 2025.

Terms

- Invoices will be issued weekly based on time worked
- Invoices are payable upon receipt
- Taxes, if applicable, will be applied
- The wish to extend this consulting support beyond August 31, 2025 will need to be communicated in writing to CCI no later than 14 days in advance.
- This agreement may be terminated at any time by either party by notifying the other party in writing at least 14 days in advance of the intent to terminate this agreement.
- CCI Consulting retains placement fee rights for any consultant whose credentials are initially introduced to the Client for one year. Should a consultant be hired by the Client for any position during that time, CCI Consulting is eligible for 25% of the annual salary to which the consultant is hired as a full placement fee.

Keystone Partners d/b/a CCI Consulting ("CCI") is deeply committed to providing clients with support and services that contribute to the achievement of important business results. The services described in this agreement are to be used as but one of the inputs for management decisions and actions. As such, they are not intended to replace sound management judgment, subject matter expertise, or industry/company experience. CCI assumes no management responsibility for your business decisions or for policies or practices that you implement.

CCI represents and warrants that the Services performed by CCI hereunder will be of professional quality, consistent with generally accepted industry standards and expectations for work of a similar nature. CCI shall control the manner and means by which it performs the Services, subject to the parameters of and the express provisions of this Agreement. CCI shall comply with all applicable laws in performing the Services.

Each party agrees not to use, disclose, or otherwise make available the Confidential Information of the other party except and only to the extent necessary to perform under this Agreement. Each party agrees to secure and protect the other party's Confidential Information in a manner consistent with the maintenance. Any Confidential Information disclosed, orally or visually to the recipient party, presumptively will be deemed Confidential Information. Each party shall use at least the same high degree of care, but no less than a reasonable degree of care, to avoid inadvertent disclosure or impermissible use of the other party's Confidential Information which it employs with respect to its own proprietary or confidential information and that it does not wish to have disseminated, published or disclosed.

CCI shall at all times be and remain an independent contractor of Client and shall not at any time be considered an employee, representative, agent, partner, or co-venturer. CCI shall be solely responsible for all taxes and payments concerning its employees and agents (including, without limitation, withholding taxes, unemployment insurance and workers compensation insurance).

In no event shall either of the parties hereto be liable to the other for the payment of any consequential, indirect, or special damages, including lost profits.

Signed facsimile or PDF transmissions of this document shall be considered an original of the document, shall have the same effect and force as signed hard-copy originals of the document, and shall be binding and legally enforceable. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document.

This Agreement constitutes the entire agreement and understanding between the parties with respect to the Services described in this Agreement and shall supersede all oral negotiations and prior writings with respect thereto. The terms herein may only be amended by written agreement of both parties.

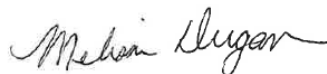
SIGNATURE:**CCI CONSULTING SIGNATURE:**

 Signature

Name

Title

 Date



 Melissa Dugan
 Vice President, HR Consulting

May 6, 2025

 Date

Grant Resolution Approval

May 2025 Finance & Borough Council Meetings

Project: West Chester Brick Storm Sewer Rehabilitation – Phase II Project

Grant Program: DCED Flood Mitigation Program

Estimated Total Project Costs: \$586,300

Grant Ask: \$500,000

Match: \$86,300

Application Due Date: May 31st 2025

Award Announcement (estimate): 1Q 2026

Project Execution (estimate): 4Q 2026

Project Notes: Repair and relining of brick storm sewers throughout West Chester Borough. This process extends the useful life of the line for decades with no excavation and minimal disruption to system functionality. Suring up brick storm sewer lines significantly reduces the risk of collapses in the MS4 network, and the associated costs of repair, road closures, etc.. Match provided by Stream Protection Fee.

\$200,000 secured for Phase I in January 2025, to be completed this year.

RESOLUTION NO. _____

**BOROUGH OF WEST CHESTER
CHESTER COUNTY, PENNSYLVANIA**

**A Resolution Authorizing Application
to the 2025 Department of Community &
Economic Development Flood Mitigation Grant
Program for the West Chester Brick Storm
Sewer Rehabilitation – Phase II Project**

Be it RESOLVED, that the Borough of West Chester of Chester County, PA hereby requests DCED Flood Mitigation grant funding in the amount of \$500,000 from the Commonwealth Financing Authority, to be used for the West Chester Brick Storm Sewer Rehabilitation – Phase II project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Sean Metrick, Borough Manager and Secretary; Patrick McCoy, Borough Council President; and Nicole Scimone, Borough Council Vice President, as the official(s) to execute all documents and agreements between the Borough of West Chester and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Sean Metrick, duly qualified Secretary of the Borough of West Chester, Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough of West Chester’s Borough Council at a regular meeting held May 22nd 2025, and said Resolution has been recorded in the Minutes of the Borough of West Chester and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of West Chester, this 22nd day of May, 2025.

West Chester Borough

Name of Applicant

Chester County, PA

County

**_____
Sean Metrick, Borough Manager and Secretary**

MEMORANDUM

DRAFT

Date: 05/08/2025
To: Sean Metrick, Borough Manager
Client: Borough of West Chester
RVE Project #: PCWBT015
Re: Gay Street Closure Bids

Remington & Vernick Engineers (RVE) has reviewed the bids received on 4/9/2025 for the above referenced project and has found no discrepancies in the bid submitted by the apparent low bidder, Marino Corporation. A total of three (3) bids were received for this project. The base bid prices range from \$1,432,600.00 to \$1,530,000.00. A bid tabulation has been enclosed.

RCO Compliance

RVE conducted a contractor responsibility review on behalf of the Borough and has deemed the apparent low bidder to be responsible in accordance with the Borough Responsible Contractor Ordinance.

Recommendations

The bid prices have come in higher than the Borough's original budget. Therefore, the Borough shall consider the following options.

1. Award the project's base bid to the apparent low bidder, Marino Corporation, pending funding agency approval.
2. Reject all bids and modify design criteria. RVE is waiting for responses from several manufacturers to determine the feasibility of alternate products meeting most of the Borough's original criteria. A summary of the preliminary research on alternate products is enclosed. The following criteria were considered when selecting the original product.
 - a. Crash Rating. RVE worked with the police department to establish the crash rating.
 - b. Aesthetics. The appearance of the barriers should be pleasant and consistent with the downtown area.
 - c. Ease of Operation. The operation shall be manual.
 - d. Excavation Depth. Existing utility depths limit the excavation depth.
 - e. Vehicle Horizontal Clearance. Any decrease in vehicle lane widths shall be minimized.
3. Reject all bids. Reduce scope and re-bid.

Should you have any questions or require any additional information, please contact our office at (610) 940-1050.

Sincerely,
REMINGTON & VERNICK ENGINEERS

Kelly Goff, PE, CFM



BID TABULATION

PROJECT NAME:
Gay Street Closure
PROJECT NUMBER:
PCWBT015
Client:
Borough of West Chester

Base Bid

#	DESCRIPTION	QUANTITY & UNITS		Marino Corporation		Depaul and Company, Inc.		Road-Con Inc	
				UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
1	Barrier - HT2 (Gay & Matlack)	1	EA	\$324,000.00	\$324,000.00	\$350,000.00	\$350,000.00	\$355,000.00	\$355,000.00
2	Barrier - HT2 (Gay & High, Eastern Leg)	1	EA	\$324,000.00	\$324,000.00	\$350,000.00	\$350,000.00	\$355,000.00	\$355,000.00
3	Barrier - HT2 (Gay & High Western Leg)	1	EA	\$326,000.00	\$326,000.00	\$350,000.00	\$350,000.00	\$355,000.00	\$355,000.00
4	Barrier - HT2 (Darlington)	1	EA	\$354,000.00	\$354,000.00	\$350,000.00	\$350,000.00	\$355,000.00	\$355,000.00
5	Fixed Bollard, Non-Crash Worthy	1	EA	\$4,600.00	\$4,600.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
6	Construction Allowance (\$100,000), If and Where Directed	1	AL	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00	\$100,000.00
Base Bid Construction Cost Estimate Subtotal:					\$1,432,600.00		\$1,510,000.00		\$1,530,000.00

Alternate Bid No. 1

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
101	VMS - Portable Fold up (Market & Matlack)	1	EA	\$19,000.00	\$19,000.00	\$22,900.00	\$22,900.00	\$25,000.00	\$25,000.00
102	VMS - Portable Fold up (Gay & Matlack)	1	EA	\$19,000.00	\$19,000.00	\$22,900.00	\$22,900.00	\$25,000.00	\$25,000.00
Alternate Bid No. 1 Construction Cost Estimate Subtotal:					\$38,000.00		\$45,800.00		\$50,000.00

Alternate Bid No. 2

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
201	ITS Portable Dynamic Message Sign, LED, 12" Text, Solar (PennDOT #1231-2000), Market & Matlack	1	EA	\$24,000.00	\$24,000.00	\$32,500.00	\$32,500.00	\$25,000.00	\$25,000.00
202	ITS Portable Dynamic Message Sign, LED, 12" Text, Solar (PennDOT #1231-2000), Gay & Matlack	1	EA	\$24,000.00	\$24,000.00	\$32,500.00	\$32,500.00	\$25,000.00	\$25,000.00
Alternate Bid No. 2 Construction Cost Estimate Subtotal:					\$48,000.00		\$65,000.00		\$50,000.00

BID TABULATION

PROJECT NAME:

Gay Street Closure

PROJECT NUMBER:

PCWBT015

Client:

Borough of West Chester

Marino Corporation 1400 Cressman Road PO Box 1209 Skippack, PA 19474 (610) 584-1800	Depaul and Company, Inc. 1000 Germantown Pike Plymouth Meeting PA 19462 (888) 584-9373	Road-Con Inc 902 Camaro Run Drive West Chester PA 19380 (610) 429-8089
--	---	---

Alternate Bid No. 3

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
301	Blank Out Sign (PennDOT #0935-0360), Gay & Matlack	1	EA	\$15,000.00	\$15,000.00	\$18,500.00	\$18,500.00	\$18,000.00	\$18,000.00
Alternate Bid No. 3 Construction Cost Estimate Subtotal:					\$15,000.00		\$18,500.00		\$18,000.00

Alternate Bid No. 4

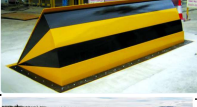
#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
401	Fixed Bollard, Crash Worthy	2	EA	\$32,000.00	\$64,000.00	\$10,000.00	\$20,000.00	\$34,000.00	\$68,000.00
Alternate Bid No. 4 Construction Cost Estimate Subtotal:					\$64,000.00		\$20,000.00		\$68,000.00

Alternate Bid No. 5

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
501	Gateway Piers & Lighting (Gay & Matlack)	2	EA	\$49,000.00	\$98,000.00	\$37,000.00	\$74,000.00	\$62,500.00	\$125,000.00
Alternate Bid No. 5 Construction Cost Estimate Subtotal:					\$98,000.00		\$74,000.00		\$125,000.00

Alternate Bid No. 6

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
601	ADA Ramps, Design Build (if & Where Directed)	5	EA	\$34,600.00	\$173,000.00	\$30,000.00	\$150,000.00	\$33,000.00	\$165,000.00
Alternate Bid No. 6 Construction Cost Estimate Subtotal:					\$173,000.00		\$150,000.00		\$165,000.00

Manufacturer	Name	Type	Aesthetics	Crash Rating M50	Power	Ease of Use / Deployment	Foundation Depth	Height	Horizontal Clearance
Concentric	Matador	Bollard (sliding)		Y	Manual, Power	1-person	11", Adjustable	40.6"	27'-8"
Concentric	Raptor	Bollard (Retractable)		Y	Manual, Power	1-person	20", Waiting on Response if Adjustable	39"	26'-5"
Concentric	Viper Shallow	Wedge		Y	Power	1-person	16", Waiting on Response if Adjustable	41"	Waiting for response
Sloan	Hydraulic Shallow Mount	Wedge		Y	Power	1-person	14", Waiting on Response if Adjustable	36"	14'-6", ", Will need 2 wedges
Sloan	Electric	Wedge		Y	Power	1-person	14", Waiting on Response if Adjustable	36"	14'-6", ", Will need 2 wedges
Ameristar	Sentinel	Wedge		Y	Power	1-person	19", Waiting on Response if Adjustable	38"	14'-6", ", Will need 2 wedges
Gibraltar	G-1752	Bollard (Retractable)		Y	Manual, Power	1-person	71" depth (68"x60" foundation)	48"	Single applications, space as needed
Gibraltar	G-2000	Wedge		Y	Power	1-person	14", Waiting on Response if Adjustable	Waiting for response	14'-6", ", Will need 2 wedges
Gibraltar	G-2500	Wedge		Y	Power	1-person	24", Waiting on Response if Adjustable	Waiting for response	14'-0", Will need 2 wedges
ProBarrier	Arrestor	Barrier		Y	Power	1-person	24", Waiting on Response if Adjustable	Waiting for response	Waiting for response
Ameristar	Model 828	Wedge		Y	Manual, Power	1-person	19", Waiting on Response if Adjustable	38"	8'-0" to 16'-0"', Will need 2 wedges
TY Metal	TCSG Swing	Gate		Y	Manual	1-person	48", Waiting on Response if Adjustable	96"	20'-0", Too Narrow
Ameristar	Cityscape	Gate		N	Power	1-person	15.75", Waiting on Response if Adjustable	49.6"	19'5", Too Narrow



2025-2027
REGIONAL HOUSEHOLD HAZARDOUS WASTE
COLLECTION PROGRAM
COMMITMENT FORM

_____ will commit its support for the above
(Municipality Name)
program, by contributing its estimated proportionate share for three years, as
determined from the 2020 Census Housing Units. PLEASE MAINTAIN A COPY
OF THIS SIGNED COMMITMENT.

(Date)

(Signature)

(Print Name)

(Municipal Manager/Title)

(Date)

(Signature)

(Print Name)

(Finance Officer/Title)

Please return this completed form to my attention by February 14, 2025. Thank you.

Patti Lynn, Chester County Recycling Resources Manager
Chester County Solid Waste Authority
Narvon, PA 17555

Phone 484-796-4039 plynn@chesterccswa.org



Borough of West Chester

401 East Gay Street ■ West Chester, Pennsylvania ■ 19380

Telephone: 610-692-7574 ■ Facsimile: 610-436-0009

www.west-chester.com

Borough Council

Patrick McCoy, President
Nicole Scimone, Vice President
Bernie Flynn
Lisa Dorsey
Brian McGinnis
Sheila Vaccaro
Bryan Travis

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

Memorandum

To: Sean Metrick, Borough Manager

From: Don Edwards, Public Works Director

Cc: Ramsey Reiner, Parking Director

Date: May 8, 2025

Re: Bicentennial Garage, Third Level, Traffic Membrane

We opened bids for the above-referenced project. The bids were as follows:

1. CPS Construction Group, Inc.	\$167,700.00
2. Masonry Preservation Group	\$169,000.00
3. Concrete Protection & Restoration	\$195,595.00
4. Elite Restoration	\$205,200.00
5. Sealcrete Contracting	\$217,750.00
6. Restoration Solutions	\$226,700.00
7. Quinn Construction	\$245,201.00
8. G. C. Zarnas & Co., Inc.	\$242,250.50
9. Maarv Waterproofing	\$277,500.00
10. Culbertson Restoration	\$362,900.00
11. Premier Building Restoration	\$397,991.00

The low bidder appears qualified. CPS Construction Group's bid is responsive. Therefore, we recommend that a contract be awarded to CPS Construction Group.

DTE:dte

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

Organization/Sponsor Name: Downtown West Chester "Up on The Roof"

OFFICE USE ONLY - NOT TO BE COMPLETED BY THE APPLICANT

Date Application Received: _____

Date Payment(s) Received: _____

YES ☒ N/A

☒

Completed and Signed Application

☒

Date of event/Event time/Set up/Breakdown

9/13/25 5-8pm 8a-5p 8p-10p

☒

Map of the Event or Location of the Event

☐

N/A

List of Streets to be Closed for the Event

☒

List of Borough Services requested - to be reviewed by West Chester Borough

WC Parking

☐

Non-refundable application fee - may be cash, check, or money order

☒

Applicant's Certificate of Insurance

☐☒

West Chester Police Department Fees - required for runs

☐☐

List of Food Vendors with Chester County Health Department Licenses

*need

☐☐

List of Sub-Contractors with Certificates of Insurance

*need

☐☐

Proof of public transportation approval if public streets are to be closed

☐☒

Proof of notification to Good Fellowship Ambulance - required for runs

☐☐

Pennsylvania Liquor Control Board Permit if alcohol is to be served

*need

Approved by Pubic Works

YES

☐

NO

☐

Date: _____

Approved by Parking Department

YES

☐

NO

☐

Date: _____

Approved by Parks and Recreation

YES

☐

NO

☐

Date: _____

Approved by Police Department

YES

☐

NO

☐

Date: _____

Approved by Borough Council

YES

☐

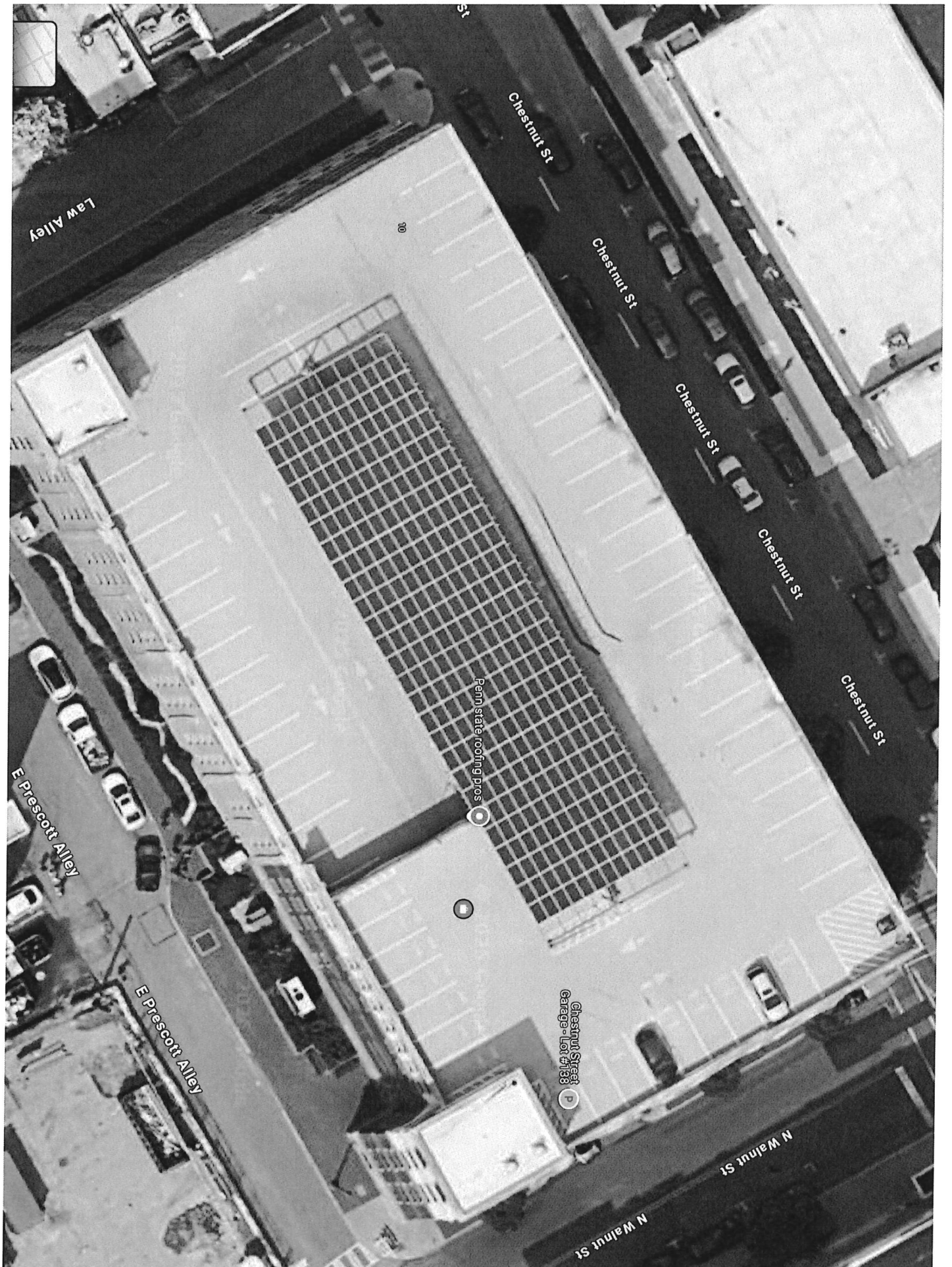
NO

☐

Date: _____

Notes:

A Have spoken w/ John about these and they are not confirmed as of 5/8/24.



BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 5/7/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor MES LLC

Contact Stephen Miller

Address PO BOX 851792
Minneapolis, MN 55485

Phone (877) 637-3473

Email smiller@mesfire.com

Fax

Justification

Purchase order for new hose invoice which will be paid by grand and WCFD when money arrives.

TOTAL AMOUNT TO BE PAID:	\$ 29,968.75
---------------------------------	---------------------

Reference (select one) ☐ Quote ☐ SOW ☐ SA ☒ State Contract

SHIP TO:

Borough of West Chester
401 East Gay Street
West Chester, PA 19380

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

IN2226495.1

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Mark Scanlon Digitally signed by Mark Scanlon
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,
email=firechief@west-chester.com, c=US
Date: 2025.05.07 10:42:53 -04'00'

5/7/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43013

P.O. RECEIVED _____
MAT. RECEIVED _____
P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____



(856) 488-4499

Invoice

Invoice # IN2226495.1
Date 03/26/2025
Terms Net 30
Due Date 04/25/2025
Customer # C34105
PO # Email Approval Attached
Sales Rep Miller, Stephen L
Sales Order SO2021493

Bill To

WEST CHESTER FIRE DEPT
401 EAST GAY STREET
WEST CHESTER PA 19382
United States

Ship To

FAME FIRE COMPANY
200 E. ROSEDALE AVENUE
WEST CHESTER PA 19382
United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	6		0	\$316.25	\$1,897.50
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8		0	\$316.25	\$2,530.00
DP18CC (BLUE)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in BLUE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8		0	\$316.25	\$2,530.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	10		0	\$316.25	\$3,162.50

Wire/ ACH:
Routing#: 121000248
Acct#: 4865475180
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

Remittance Slip

Customer C34105 FAME FIRE COMPANY (PA)
Invoice # IN2226495.1
Amount Due \$29,968.75
Amount Paid _____

Make Checks Payable To

MES SERVICE COMPANY LLC
PO BOX 851792
MINNEAPOLIS, MN 55485-1792



IN2226495.1



(856) 488-4499

Invoice #

Date

Invoice

IN2226495.1

03/26/2025

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
DP18CC (YELLOW)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in YELLOW *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	16		0	\$316.25	\$5,060.00
DP30Y-25-ARN	DJ 3" Yellow X 25' ALUM 2.5" NH MATEX ICON - All polyester double jacket rubber lined attack hose 3.0" X 25' in YELLOW (2.5" Couplings) *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	1		0	\$241.25	\$241.25
MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	24		0	\$316.25	\$7,590.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	16		0	\$316.25	\$5,060.00
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	6		0	\$316.25	\$1,897.50



IN2226495.1



(856) 488-4499

Invoice

Invoice #

IN2226495.1

Date

03/26/2025

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
+	COSTARS - 012-E23-337 Emergency Responder Equipment and Supplies Effective 02/16/2023 through 02/16/2025 For Questions Contact Sales Rep. Stephen Miller, 610-662-9643 smiller@mesfire.com					

Thank you!
Stephen Miller

Subtotal	\$29,968.75
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$29,968.75
Amount Due	\$29,968.75

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable.

All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE
ON THE REMITTANCE SLIP.



IN2226495.1

GOOD FELLOWSHIP CLUB OF CHESTER COUNTY

600 Montgomery Avenue
P.O. Box 361
West Chester, PA 19381-0361
USA

Voice: (610) 431-3132

Fax: (610) 840-0415

INVOICE

Invoice Number: 2025CONT.062025

Invoice Date: Apr 9, 2025

Page: 1

Duplicate

Bill To:

Borough of West Chester
401 E Gay Street
West Chester, PA 19380

Ship to:

Borough of West Chester
401 E Gay Street
West Chester, PA 19380

Customer ID	Customer PO	Payment Terms	
BOROUGHOFWESTCHESTER			
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/1/25

Quantity	Item	Description	Unit Price	Amount
		HALF OF 2025 WEST CHESTER BOROUGH CONTRIBUTION		86,763.21
Subtotal				86,763.21
Sales Tax				
Total Invoice Amount				86,763.21
Payment/Credit Applied				
TOTAL				86,763.21

Check/Credit Memo No:

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 5/1/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor CDW

Contact Jess Hain

Address Watchkeep
320 Penn Avenue
West Reading, PA 19611

Phone (610) 378-0102

Email jhain@fraser-ais.com

Fax

Justification

DISASTER RECOVERY AGREEMENT YR 3 (service agreement)
PA COSTARS 001-029

TOTAL AMOUNT TO BE PAID:	\$ 17,950.26
---------------------------------	---------------------

Reference (select one) ☒ Quote ☒ SOW ☐ SA ☒ State Contract

SHIP TO:

Borough of West Chester
401 East Gay Street
West Chester, PA 19380

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

JC000225

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

William Mann Digitally signed by William Mann
Date: 2025.05.01 08:30:38
-04'00'

5/1/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45659/70

P.O. RECEIVED _____
MAT. RECEIVED _____
P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

Bill To:
BOROUGH OF WEST CHESTER Attn: ACCOUNTS PAYABLE 401 EAST GAY STREET WEST CHESTER, PA 19380 United States

Date	Invoice
01/31/2025	DR-42685
Account	
BOROUGH OF WEST CHESTER	

Terms	Due Date		PO#	
Net 10 Days	02/10/2025	4772	Semi-Annual Billing for January through July	

Other Charges	Amount
Billable Other Charges	
DISASTER RECOVERY AGREEMENT YR 3	\$17,950.26
Downpayment Invoice	
Total Other Charges:	\$17,950.26
PLEASE NOTE THE REMIT ADDRESS HAS CHANGED Make checks payable to Watchkeep Invoice payment is due within 30 days. Please be advised that we will charge 1.5% interest per month on late invoices.	Invoice Subtotal: \$17,950.26
	Sales Tax: \$0.00
	Invoice Total: \$17,950.26
	Payments: \$0.00
	Credits: \$0.00
	Balance Due: \$17,950.26



We have prepared a quote for you

DRaaS Expansion

Quote # JC000225
Version 5

Prepared for:

BOROUGH OF WEST CHESTER

William Mann
wmann@west-chester.com

Products

Description	Price	Qty	Ext. Price
DATTO SIRIS 5 - MD/LG BUSINESS APPLIANCE - 24TB Appliance is Expandable to 36TB	\$0.00	1	\$0.00
DISPLACEMENT PROF. SERVICES - DATTO 24TB Setup, Configuration and Deployment of New Datto Appliance	\$1,240.00	1	\$1,240.00
Subtotal:			\$1,240.00

Semi-Annual Cost

Product Details	Recurring	Qty	Ext. Recurring
DISASTER RECOVERY AGREEMENT - 24TB 36-Month Agreement with Infinite Cloud Retention	\$16,596.00	1	\$16,596.00
Semi-Annual Subtotal:			\$16,596.00
Subtotal:			\$16,596.00



PA COSTARS Member Number: 001-029

DRaaS Expansion

**Prepared by:****Watchkeep**

Jim Carlucci
610-378-0102 ext. 404
jcarlucci@watchkeep.com

Prepared for:**BOROUGH OF WEST CHESTER**

401 EAST GAY STREET
WEST CHESTER, PA 19380
William Mann
(610) 842-2949
wmann@west-chester.com

Quote Information:**Quote #: JC000225**

Version: 5
Delivery Date: 12/08/2022
Expiration Date: 12/30/2022

Quote Summary

Description	Amount
Products	\$1,240.00
Semi-Annual Cost	\$16,596.00
Total: \$17,836.00	

Semi-Annual Expenses Summary

Description	Amount
Semi-Annual Cost	\$16,596.00
Semi-Annual Total:	
	\$16,596.00

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the documents listed below, which are incorporated herein by reference. The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communication between the parties regarding Provider's Services.

The documents, incorporated in this agreement, are subject to change at Provider's discretion. You should review the Attachments prior to entering into the ordering document for the applicable Services.

Master Service Agreement (MSA)

Service Attachment for Managed Services

Service Attachment for BDR Services

Service Attachment for Cloud Services

Data Processing Agreement

Schedule of Third Party Services

Watchkeep

BOROUGH OF WEST CHESTER

Signature: Jim Carlucci
Name: Jim Carlucci
Title: Technical Account Manager
Date: 12/08/2022

Signature: William Mann
Name: William Mann
Date: 12/21/22

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Michael Findley

SUB: PURCHASE ORDER REQUEST

DATE: 5/1/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Usalco

Contact Anja Doyle

Address 2601 Cannery Avenue
Baltimore, MD 21226

Phone (410) 354-0100

Email www.usalco.com

Fax (410) 918-2240

Justification

For purchase of DelPAC 1000 (Aluminum Chloride Hydroxide Sulfate) for phosphorus removal.
4,200 gallons @ \$3.056 a gallon.

TOTAL AMOUNT TO BE PAID:	\$ 12,835.20
---------------------------------	---------------------

Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

Taylor Run WWTP
795 Downingtown Pike
West Chester, PA 19380

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

included

QUOTATION NUMBER

14888-2

PAYMENT TERMS

net 30 days

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Michael Findley Digitally signed by Michael Findley
DN: cn=Michael Findley, o=Wastewater,
ou=Borough of West Chester,
email=mfindley@west-chester.com, c=US
Date: 2025.05.01 10:30:01 -04'00'

5/1/2025

Authorized Department Manager

Date

Sean

Sean Metrick, Borough Manager

Date

Account # 08-45728/08

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____



Quotation

USALCO

www.usalco.com
Phone: 800-453-2586
Email: orders@usalco.com

Quote #: Q-14888-2
Date: 2/18/2025, 1:04 PM
Effective Date: 4/1/2025

Bill To

West Chester PA (Borough Of)
401 E. Gay St.
West Chester, PA 19380
US

SALESPERSON	PAYMENT TERMS
Thomas Dobson tdobson@usalco.com	Net 30

WAREHOUSE	PRODUCT CODE	PRODUCT NAME	PRODUCT TYPE	FREIGHT TERM	LEAD TIME	UNIT PRICE	ADDITIONAL SURCHARGE	QTY	UOM
BT	DELPAC 1000	DELPAC 1000 - CARGO TANK	TT	Prepaid	3-5 Bus Days	\$3.3056	\$0.0000	22.50	GAL
Ship To Address: Taylor Run WWTP; 795 Downingtown Pike; West Chester, PA 19380									

***Please note that Additional Surcharge will appear as separate line item on invoice.

Terms & Conditions

This order quotation is subject, and its acceptance is expressly limited, to the terms stated on its face and USALCO's Standard Terms and Conditions, attached and also posted at <https://www.usalco.com/stcs/> which are hereby incorporated herein by reference. Unless otherwise specifically accepted by USALCO in writing, any additional or different terms, whether or not materially different, set forth in any communication from Buyer to USALCO are hereby objected to and rejected.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Thomas Dobson at tdobson@usalco.com

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Sean Mitchell

SUB: PURCHASE ORDER REQUEST

DATE: 4/23/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Univar Solutions USA Inc.

Contact Vicki Meakim

Address 532 East Emaus St.
Middletown, PA 17057

Phone (215) 337-5403

Email victoria.meakim@UnivarSolutions

Fax (215) 337-6290

Justification

Plant ran out of soda ash, ordered a truckload of soda ash to treat sewage at the Goose Creek WWTP that is under contract 4/1/25-3/31/26. Emergency purchase okayed by Sean Metrick 4/23/25. PO needs to go on May Finance Agenda.
25 tons @ \$508.38/ton

TOTAL AMOUNT TO BE PAID:	\$ 12,709.50
---------------------------------	---------------------

Reference (select one) ☐ Quote ☐ SOW ☐ SA ☒ State Contract

SHIP TO:

Goose Creek WWTP
351 Snyder Ave.
West Chester, PA 19382

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

Included

QUOTATION NUMBER

15363982

PAYMENT TERMS

Net 30 Days

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Sean Mitchell

Digitally signed by Sean Mitchell
DN: cn=Sean Mitchell, o=Borough of West
Chester, ou, email=smitchell@west-chester.com,
c=US
Date: 2025.04.24 06:45:37 -04'00'

4/24/2025

Authorized Department Manager

Date

Sean

Sean Metrick, Borough Manager

Date

Account # 08-45744/08

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

AGREEMENT

THIS AGREEMENT for services entered into this 20th day of March, 2025, by and between Univar Solutions USA LLC with an address of 200 Dean Sievers Place, Morrisville, PA 19067 ("Contractor") and the BOROUGH OF WEST CHESTER, a Home Rule municipality with its principal office at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter called the "Borough").

WHEREAS, the Borough has requested Contractor to supply and deliver soda ash to the Goose Creek and Taylor Run Wastewater Treatment Plants; and

WHEREAS, Contractor is qualified to and has agreed to perform such services as are more particularly described in the bidding documents for \$508.38 per ton.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. Services.

A. Contractor will perform the services described in the Proposal which is attached to this Agreement (the "Services"). These Services shall be performed in accordance with the terms of this Agreement and the Proposal and in accordance with all regulatory requirements in effect. The scope of the Services to be performed by Contractor may be modified from time to time by an addendum to this Agreement agreed to in writing by Contractor and the Borough. Under no circumstances shall Contractor subcontract any of the Services hereunder without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion. If the terms of this Agreement and the Proposal are inconsistent, the terms of this Agreement shall control.

B. The Contractor represents and warrants to the Borough that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its duties.

2. Contractor's Responsibility.

The responsibilities of the Contractor under this Agreement are as follows:

A. The Services will be performed on behalf of and solely for the exclusive use of the Borough and for no others. The Services performed by Contractor shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession and field in the same locale acting under similar circumstances and conditions.

B. The Contractor shall be and remain liable in accordance with applicable law for all damages to the Borough caused by the Contractor's negligent performance of any of the Services furnished under this Agreement or furnishing services contrary to the terms of this Agreement.

3. **Compensation.**

A. The Borough shall compensate Contractor in accordance with the rates set forth in the Proposal. Unless the Borough in good faith disputes any item on an invoice, the Borough agrees to pay Contractor's invoices within thirty (30) days of the invoice date, but no earlier than ten (10) days after the next meeting of Borough Council of the Borough of West Chester (the "Borough Council"), provided that the invoice is delivered at least ten (10) days prior to the date Borough Council meets to approve any unpaid invoices; otherwise, the invoice will be paid within ten (10) days of the next meeting of Borough Council. If Contractor determines at any time prior to the completion of its Services that the amount of its estimate for such Services will be exceeded, Contractor shall notify the Borough in writing the cause of such excess cost and of its best estimate to complete the remaining Services. The Borough shall have the right upon receipt of such estimate to: (1) increase the Contractor budget by the negotiated amount; (2) insist on completion of the Services for the price and scope originally outlined on the Appendix; or (3) agree with Contractor for a reduction in the scope of Services remaining to be performed under the Proposal, so that the total amount to be paid for the Services shall approximate the original estimate.

B. In the event that the Borough disputes any invoice submitted by Contractor it will, prior to the scheduled payment date of such invoice, advise Contractor in writing of the dispute and the cause of such dispute with a suggested resolution of the dispute if one is available.

4. **Disputes.**

All controversies or claims arising out of or related to this Agreement, or breach thereof, shall be filed in the Court of Common Pleas of Chester County, Pennsylvania. The prevailing party shall be entitled to recover its reasonable attorney fees and costs. Neither party will be responsible to the other for punitive or consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

5. **Indemnification and Insurance.**

A. Contractor, for itself and its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorney fees/costs of suit that it incurs, indemnify, and hold harmless, the Borough, and its officers, supervisors, employees, attorneys, successors and assigns from and against losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Contractor, its agents, employees or subcontractors in connection Contractor's performance of the services pursuant to this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Contractor, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Contractor shall reimburse the Borough for

reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

B. Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in Best Insurance Key rating Guide, the following policies of insurance:

- (i) Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.
- (ii) Owned, hired, and non-owned Automobile bodily injury liability insurance of not less than \$500,000 for each person; \$1,000,000 each occurrence or Combined Single Limit, Bodily Injury and Property Damage of \$1,000,000, each occurrence.
- (iii) Workers' Compensation insurance for the Contractor's employees. Coverage must be in accordance with statutory requirements, including Employers Liability of not less than \$500,000; Bodily Injury for each employee of not less than \$500,000; Bodily Injury for each accident of not less than \$500,000 and Disease for each Employee of not less than \$500,000.
- (iv) Professional liability insurance covering damages to the Borough and others resulting from errors or omissions of Contractor of not less than \$2,000,000.
- (v) Umbrella Liability Insurance at a minimum limit of \$1,000,000 on a following form basis, excess of the General Liability, Automobile Liability and Employers Liability coverages. Umbrella Policies shall spell out the primary coverage to which the excess coverage shall apply.

C. All policies of commercial general liability insurance required hereunder shall name the Borough, its officers, supervisors and employees as additional insured's. Specifically, Contractor commercial general liability insurance policy shall name the Borough, its officers, agents, supervisors, elected officials and employees as an additional insured under ISO endorsement CG 20 26 07 04 or non-ISO equivalent. A copy of ISO endorsement CG 20 26 0704 is attached hereto as Exhibit "A." The Contractor's CGL insurance policy shall also afford coverage for "bodily injury" or "property damage" arising out of the "products- completed operations hazard."

D. Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by U.S. certified mail, return receipt requested, to the Borough.

E. Regardless of the minimum insurance requirements herein, the Contractor shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

F. The Contractor shall furnish the Borough with certificates of insurances and the requisite endorsements for all required insurance, prior to the Borough's execution of the Agreement and the start of work.

G. All Contractor's employing mechanical digging devices or requiring blasting must procure and maintain underground and/or blasting liability insurance (XCU) for the period of time work is in progress. Limits shall be the same as required under Public Liability and Property Damage herein being specified.

H. All policies, except for Employers Liability, shall name the Borough of West Chester and their officers, agents and employees as additional insureds on a primary and noncontributory basis, including for completed operations. All policies, except for Employers Liability, shall provide a waiver of subrogation in favor of the additional insured parties, and be on a "Per Project Basis".

I. Upon notification of receipt by the Borough of a notice of cancellation, major change, modification or reduction in coverage, the Contractor shall immediately, after the effective date of a new or renewal policy, file with the Borough a copy of the required new or renewal policy and certificates for such insurance and list the Borough as additional insureds.

J. If at any time during the term of this Agreement, or any extension thereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by the Borough. Any failure to maintain the required insurance shall be sufficient cause for the Borough to terminate this Agreement.

K. If the Contractor should subcontract all or any portion of the work to be performed under this Agreement, the Contractor shall cover the subcontractor and require each subcontractor to adhere to all subparagraphs of this Insurance section, written evidence of which shall be provided to the Borough prior to commencement of work by the subcontractor. Similarly, any cancellation, lapse, reduction or change of subcontractors' insurance shall have the same impact as described above.

6. **Schedule.**

Contractor will perform the services in a manner consistent with the standard of care stated in paragraph No. 2 above and in the time period set forth in the specifications.

7. **Assignment.**

Contractor will not delegate, assign, sublet or transfer any of its obligations or interests in this Agreement without the prior written consent of the Borough.

8. **Independent Status.**

Contractor shall serve as an independent contractor to the Borough and not as its agent or employee. Should it be determined appropriate or necessary to rely on subcontractors, Contractor shall obtain written consent from the Borough. The Borough shall assign a representative authorized to act on the Borough's behalf with respect to the Services to be performed pursuant to this Agreement. The Borough or such authorized representative shall render decisions in a reasonably timely manner after alternative courses of action are presented in reasonable detail pertaining to Contractor's Services to avoid unreasonable delay in the orderly and sequential progress of Contractor's Services.

9. **Termination.**

This Agreement may be terminated in whole or in part, in writing by either party subject to the terms, definitions, conditions and remedies as set forth herein.

(1) Definitions.

- (a) Termination: To immediately discontinue rendering services hereunder.
- (b) Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by the terminated party.
- (c) Convenience: At will of terminating party without fault of the terminated party, and without justification.

(2) Right to Terminate.

- (a) Fault of Contractor: The Borough may terminate this Agreement upon failure of Contractor to perform its obligations under the Agreement.
- (b) Fault of the Borough: Contractor may terminate this Agreement upon failure of the Borough to perform its obligations under the Agreement.
- (c) Convenience of the Borough: The Borough may terminate this Agreement at its convenience. Contractor may not terminate the Agreement for its convenience.

(3) Remedies upon Termination.

In the event of termination hereunder, the following rights and remedies shall apply:

- (a) Fault of Contractor: If termination is caused by the fault of the Contractor, then:

- (i) Subject to offset for costs incurred by the Borough to complete the scope of work as set forth in Section 3(a)(iii) below, including the costs of reasonable attorneys' fees and engineering fees, the Borough shall pay Contractor for all services and expenses rendered to the date of termination in accordance with compensation terms in the Agreement.
 - (ii) The Borough shall not pay anticipated profits or other penalties or damages.
 - (iii) Contractor shall pay the Borough all reasonable/necessary costs incurred by the Borough to complete Contractor's scope of work. Such costs may include the cost incurred by the Borough of employing another Contractor to complete such work, provided Contractor was given notice of any alleged fault and a reasonable opportunity to cure such alleged fault.
- (b) Fault of the Borough: If termination is caused by the fault of the Borough, then:
 - (i) The Borough shall pay Contractor for all authorized services and expenses rendered by Contractor to date of the termination.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.
- (c) Convenience of the Borough: In the event of termination for convenience by the Borough, then:
 - (i) The Borough shall pay Contractor for authorized services and expenses to date of termination, including the pro rata share of any fixed fee(s) to that date.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.
- (4) Termination of Contractor for Default Reversed.
 - (a) If, after termination for failure of Contractor to fulfill contractual obligations, it is determined by a court of competent jurisdiction or the Borough that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Borough. In such event, payments to the Contractor shall be made as provided in Paragraph 3(c) of this clause.
- (5) Notice Requirements.

- (a) No termination for fault or convenience shall take place hereunder by either party, unless:
 - (i) An opportunity for consultation is afforded between the parties prior to sending the notice of termination; and
 - (ii) A notice of termination is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination, by certified mail, return receipt requested. The termination shall be effective upon receipt of the certified mail.

(6) Obligations upon Termination.

- (a) Upon receipt of a termination action for fault or convenience as set the above, the Contractor shall:
 - (i) Promptly discontinue all affected work (unless notice directs otherwise); and
 - (ii) Deliver or otherwise make available to the Borough all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor in performing this Agreement whether completed or in process and all digital documents need to be updated to their latest software revision.
 - (iii) The Borough may take over the work and/or may award another party an Agreement to complete the work hereunder.
 - (iv) Contractor shall be prohibited from disclosing any information pertaining to the Project, including, but not limited to the name of the Borough and the name of the Project, in Contractor's advertisement and/or public relations materials without the prior written consent of the Borough.

10. **Applicable Law.**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary.

11. **Nondiscrimination.**

Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to nondiscrimination and equal employment opportunity.

12. **Notices.**

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given and received, when delivered personally, or the day after sent by an express overnight delivery service, or three (3) days after posting when sent by certified United States mail, postage prepaid, addressed as follows:

If to Contractor:	Attn: Victoria Meakim
	Univar Solutions USA LLC
	68 Shelbourne Road
	Richboro, PA 18954
If to the Borough:	401 E. Gay Street
	West Chester, Pennsylvania 19380
	Attn: Sean Metrick, Borough Manager

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this subsection for the giving of notice.

13. **Miscellaneous.**

A. Regardless of where the services of the Contractor and its subcontractors under this Agreement are actually performed, they shall be deemed to be performed in West Chester, Chester County, Pennsylvania.

B. The Contractor agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under this Agreement that are in the possession of the Contractor. The Contractor further acknowledges that any documents or work product produced by Contractor under this Agreement may be subject to public disclosure as required under the Act and that Contractor hereby agrees work with the Borough to timely produce any such documents as required under the Act. The Contractor agrees to indemnify and hold the Borough harmless for any penalties or damages incurred by the Borough that are related to the Contractor's failure to abide by the terms of this paragraph. The terms of this paragraph shall survive termination of the Agreement.

C. All work product of the Contractor for this project, including work product created in electronic format, are instruments of service for this project only and shall become the property of the Borough whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement. Any reuse of Contractor work product for any purpose other than that specifically intended in this Agreement, including providing a copy of any Contractor work product to a third party not specifically identified herein, will be at the Borough's sole risk and without financial liability or legal expense to Contractor.

D. Neither the Borough nor Contractor shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

E. In the event the Borough retains the services of counsel in connection with the enforcement of any rights under this Agreement, whether or not legal proceedings are instituted and whether or not the Borough formally declares default, the Borough shall be entitled to collect from Contractor all of its reasonable counsel fees and costs incurred.

F. In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

G. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Borough and Contractor.

H. The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter.

I. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties.

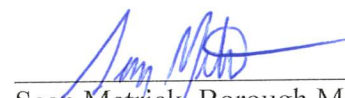
J. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement.

ATTEST:

BOROUGH OF WEST CHESTER



BY:

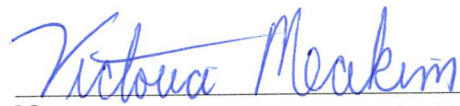

Sean Metrick, Borough Manager

ATTEST/WITNESS:

CONTRACTOR Univar Solutions USA LLC


Ileana Caballero, Municipal Specialist

By:


Name: Victoria Meakim, Municipal Specialist



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
06/06/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Philadelphia PA Office 100 North 18th Street 15th Floor Philadelphia PA 19103 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): 800-363-0105 E-MAIL ADDRESS:														
INSURED Univar Solutions USA LLC 3075 Highland Parkway Suite 200 Downer's Grove IL 60515 USA	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: ACE American Insurance Company</td><td>22667</td></tr><tr><td>INSURER B: ACE Fire Underwriters Insurance Co.</td><td>20702</td></tr><tr><td>INSURER C: Indemnity Insurance Co of North America</td><td>43575</td></tr><tr><td>INSURER D:</td><td></td></tr><tr><td>INSURER E:</td><td></td></tr><tr><td>INSURER F:</td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ACE American Insurance Company	22667	INSURER B: ACE Fire Underwriters Insurance Co.	20702	INSURER C: Indemnity Insurance Co of North America	43575	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: ACE American Insurance Company	22667														
INSURER B: ACE Fire Underwriters Insurance Co.	20702														
INSURER C: Indemnity Insurance Co of North America	43575														
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** 570106221199**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC ☐ OTHER:			XSLG47311172 SIR applies per policy terms & conditions	06/07/2024	06/01/2025	EACH OCCURRENCE \$3,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$3,000,000 MED EXP (Any one person) Excluded PERSONAL & ADV INJURY \$3,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY			ISA H10704741 Commercial Auto	06/07/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION						EACH OCCURRENCE AGGREGATE
C	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WLRC70303772 AOS SCFC70303735 WI	06/07/2024	06/01/2025	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
B							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Supply & Delivery of Soda Ash. Borough of West Chester is included as Additional Insured in accordance with the policy provisions of the General Liability, Automobile Liability and Truckers' Liability policies. The insured is Self-Insured for physical damage to their vehicles.

CERTIFICATE HOLDER**CANCELLATION**

CERTIFICATE HOLDER Borough of West Chester 401 East Gay Street West Chester PA 19380 USA	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Central, Inc.</i>
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ACORD 25 (2016/03)

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Page _ of _

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC
POLICY NUMBER See Certificate Number: 570106221199		
CARRIER See Certificate Number: 570106221199	NAIC CODE	EFFECTIVE DATE:

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

EXECUTED IN TRIPLICATE

Fidelity and Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056



PERFORMANCE BOND

BOND NO. 9473928

KNOW ALL MEN BY THESE PRESENTS:

That UNIVAR SOLUTIONS USA LLC (hereinafter called Principal), as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Illinois with its Home Office in the City of Schaumburg, Illinois, and duly authorized and licensed to do business in the State of PA (hereinafter called Surety), as Surety, are held and firmly bound unto BOROUGH OF WEST CHESTER (hereinafter called Owner), in the full and just sum of One Hundred One Thousand Six Hundred Seventy Six and 00/100 Dollars (\$ 101,676.00), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 21st day of March, 2025.

WHEREAS, the Principal has entered into a certain written agreement, dated the 20th day of March, 2025, with the Owner for Supply and Deliver Soda Ash to the Goose Creek and Taylor Run Wastewater Treatment Plants which agreement is or may be attached hereto for reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from April 1st, 2025 through March 31st, 2026, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond. Any and all claims by the Obligor shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred of takeover by the Obligor. The Obligor, with the acceptance of this bond, acknowledges that the provision and conditions of this bond are specifically incorporated in the Contract as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may cancel this bond at any time, without notice or demand, for failure to pay premium, collateral or other amounts due under this bond. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligor. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by the law controlling the construction hereof, such limitation shall be deemed to be amended so as to conform to the minimum period of limitation permitted by such law.

Signed and sealed on March 21st, 2025

ATTEST:

DocuSigned by:

Victoria Meakim

A287A0D8F27A4A3...

Victoria Meakim (If Corporate)

UNIVAR SOLUTIONS USA LLC

DocuSigned by:

Jumoke Onibokun

CC89C534863C406...

Jumoke Onibokun, Assistant Secretary



ATTEST:

DocuSigned by:

Kevin Ardon

34EF1C4D40D341B...

Kevin Ardon

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

DocuSigned by:

Misty Wright

919047DF5BFF40E...

By

Misty Wright, Attorney In Fact



C329

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Terri L. MORRISON, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT, Lupe TYLER, Jennifer MOORE** of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2025.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Christopher Nolan

By: *Christopher Nolan*
Vice President

Dawn E. Brown

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison

Genevieve M. Maison
Notary Public
My Commission Expires January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney....Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of March, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to be 'R. Murray', written over a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND

1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition

As Of December 31, 2023

ASSETS

Bonds.....	\$ 185,599,944
Stocks	17,844,130
Cash and Short-Term Investments	16,050,471
Reinsurance Recoverable	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002

LIABILITIES, SURPLUS AND OTHER FUNDS

Reserve for Taxes and Expenses	\$ 480,301
Ceded Reinsurance Premiums Payable	43,278,637
Remittances and Items Unallocated	868
Payable to parents, subs and affiliates	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES	\$ 80,115,362
Capital Stock, Paid Up	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

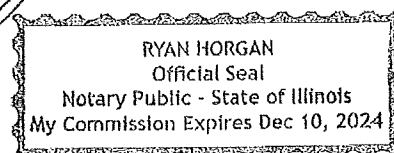
Not signed by
Laura J. Lazarczyk
12/31/2023 10:41:00 AM

Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.

Notary Public



BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Will Williams, Sustainability Director

SUB: PURCHASE ORDER REQUEST

DATE: 3/13/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Munibilling

Contact Jai Lewis

Address 3330 Battleground Ave, suite 402
Greensboro, NC 27410

Phone

Email

Fax

Justification

2025 Munibilling software fees. Contract approved by Borough Council Nov 2024 (attached)
SaaS - \$1,366.20/mo
MaaS - \$130/mo
Bill Print as a Service - \$60/year

TOTAL AMOUNT TO BE PAID:	\$ 18,014.40
---------------------------------	---------------------

Reference (select one) ☒ Quote ☒ SOW ☐ SA ☒ State Contract

SHIP TO:

Borough of West Chester
401 East Gay Street
West Chester, PA 19380

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Will Williams Digitally signed by Will Williams
Date: 2025.03.13 15:52:34
+04'00'

3/13/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 16-40122/16

P.O. RECEIVED _____
MAT. RECEIVED _____
P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

MUNIBILLING

UTILITY BILLING SOLUTIONS

SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement is effective on the 1st day of January 2025 (the "Effective Date") between Crestline Software LLC dba/MuniBilling, 3300 Battleground Avenue, Greensboro, NC 27410 ("MuniBilling", "we", "us") and the Borough of West Chester, PA, with its main offices located at 401 East Gay St., West Chester PA 19380 ("Customer", "you").

1. DEFINITIONS

"Agreement" means this Software Subscription Agreement, including the attached Schedule A and Schedule B. Any discrepancies between the attached schedules and this Agreement shall be resolved using the following order of precedence: this Agreement, Schedule A, and then Schedule B.

"BNaaS" means Broadcast Notification as a Service. This optional service enables you to send notifications via email, text messages, and pre-recorded voice calls to your customers. Currently, BNaaS can be used to notify your customers of pending disconnects, boil water notices, service outages, late charge notices, and bill available notices, but we are working to expand these capabilities and will add the future functionality as it becomes available.

"BPaaS" means Bill Printing as a Service. This optional service enables you to print seamlessly, fold, package and mail your customer bills utilizing our integrated, preferred printing vendor.

"Content" means the visual information, documents, software, products, and services contained or made available to you through the System.

"Confidential Information" means all non-public, proprietary, or confidential information of a disclosing party, in oral, visual, written, electronic, or other tangible or intangible form, that is either marked or designated as "confidential", or which should reasonably be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the recipient prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the recipient.

“Customer Data” means any electronic data and information you or any of your users provides or submits through MuniBilling, including the results of your initial data conversion. Customer Data does not include any Content.

“Go Live” means the System has been configured for your use, your customer data has been imported into the System, your rates have been added to the System, a parallel bill run has been completed and accepted by you, and the System is available for your use.

“LaaS” means Lockbox as a Service. With this optional service, MuniBilling will manage a bank lockbox for receiving customer checks and load payments into the System. Any paper check payments submitted by your customers that are not processed via lockbox must be processed and entered into MuniBilling’s system manually by you.

“MaaS” means Merchant as a Service. This optional service enables you to seamlessly process your customers electronic payments via credit and debit cards, echecks and IVR phone payments utilizing our integrated, preferred merchant account vendor. Your customer balances are updated in real time.

“System” means MuniBilling’s cloud-based utility billing software licensed to you, as including our portal made available for your customers’ use.

2. LICENSE GRANT AND RESTRICTIONS

2.1 Grant. Subject to the terms of this Agreement, MuniBilling hereby grants you a non-exclusive, non-transferable, non-sublicense-able right to use our System for the Term set forth in Schedule A, solely for your own internal business purposes. All rights not expressly granted to you in this Agreement are reserved by us.

2.2 Restrictions

- (a) You shall not license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the System or the Content in any way, or include the System or Content in any outsourcing offering.
- (b) You shall not modify, copy, or make derivative works based upon the System or the Content.
- (c) You shall not disassemble, reverse engineer, or decompile the System and/or any MuniBilling technology or intellectual property.
- (d) You shall not build a competitive product or service, build a product using similar ideas, features, functions, or graphics of MuniBilling or copy any idea, feature, function or graphic of the System.

- (e) You shall not use the System or any Content or MuniBilling intellectual property in any manner except as permitted in this Agreement.

2.3 Violation. Your or your end users' intentional violation of any restrictions set forth in Section 2.2 that, in MuniBilling's discretion, imminently threatens the security, integrity or availability of the System, may result in our immediate suspension of your use of the System. MuniBilling shall use commercially reasonable efforts to provide you with an opportunity to cure such violation prior to any such suspension.

2.4 System Use. This license cannot be shared with anyone else or used by anyone other than you. You may use the System for your internal business purposes only, and you shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity of performance of the System in whole or in part; or (c) attempt to gain unauthorized access to the System or any related system or network.

2.5 Future Functionality. You acknowledge that your license of the System is not (i) contingent on the delivery of any future functionality or features other than (a) the contracted deliverables specified in Schedule A, and (b) any functionality enhancements as may be separately agreed to in writing between the parties pursuant to section 2.6 of this Agreement, or (ii) dependent on any oral or written public comments by MuniBilling regarding future functionality or features.

2.6 Additional Work. Any services requested by Customer in addition to the use of the System and Content shall be outside the scope of this Agreement. MuniBilling, in its sole discretion, may agree to provide any additional services pursuant to an amendment in accordance with the terms of Section 15.9. Notwithstanding, MuniBilling shall have no obligation to provide any additional services requested hereunder.

3. YOUR RESPONSIBILITIES

In addition to your other obligations, you are solely responsible for; (a) determining whether the System will meet your needs; (b) using reasonable efforts to prevent unauthorized access to the System, any Content, or any Confidential Information, in whole or in part; (c) notifying us promptly of any actual or suspected unauthorized access/use; (d) abiding by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (e) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (f) complying with our policies to obtain support and other services under this Agreement; (g) establishing adequate alternate and

backup plans if there is any disruption of service or other malfunction; and (h) ensuring that the use by your end users is in compliance with the terms contained herein.

4. OUR RESPONSIBILITIES

We shall use commercially reasonable efforts to make the System generally available 99% of each calendar month, except for:

- (a) Planned downtime with at least 48 hours of advance notice and scheduled to the extent reasonably practicable after 10:30PM ET on Wednesdays; and
- (b) Downtime caused by circumstances beyond our reasonable control, including acts of nature, acts of employees, telecommunications or computer failures or delays, and network intrusions or denial of service attacks. We shall use reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the System, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the System and/or your use thereof.

5. CHANGES

We reserve the right to:

- (a) Upgrade, modify, replace, or reconfigure the System at any time, provided that the System functions remain comparable to those existing at the time of the Agreement's execution; and
- (b) Notwithstanding anything contained in Section 15.9 to the contrary, modify the terms of this Agreement, including our fee schedule, support terms, and service level standards, in response to any market changes, regulatory change or change in law having an adverse impact on MuniBilling. We will provide you with thirty (30) days advance notice of any such change either by an email to your representative or by a posting on the System. If you do not reject these changes within such thirty (30) day period, the modifications will be deemed accepted by you. If you decline to accept the change and notify us of this rejection in writing, we will continue to provide service for you for a period of ninety (90) days under the unmodified terms contained herein, after which the Agreement will be deemed to be cancelled. You shall not be responsible for any early termination payments pursuant to Section 8.2 for a termination pursuant to this Section.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY

6.1 MuniBilling Proprietary Rights. We own all rights, title, and interest, including all related intellectual property rights, in and to the System, including its content, design, technology, interface and application, and any suggestion, idea, or enhancement request, feedback, recommendation, or other information provided by you or anyone else relating to any of the foregoing except Customer Data. The terms of this Agreement are not a sale of any software and do not convey any ownership rights. MuniBilling names and logos are registered trademarks of ours. The product names associated with the System are trademarks of ours, and you have no right or license to use them without our written permission. You agree not to challenge any ownership or other right of ours with respect to the System or any intellectual property claimed by us. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

6.2 MuniBilling Confidential Information. Our Confidential Information includes, but is not limited to, our System, pricing, proposals, and the terms of this Agreement.

6.3 Use of Confidential Information. All Confidential Information shall remain the property of the disclosing party. A party receiving Confidential Information shall: (i) use or reproduce such information only when necessary to perform this Agreement; (ii) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own Confidential Information but in no event less than a reasonable degree of care; (iii) limit access to such Confidential Information to its employees or agents who need such information to perform this Agreement; and (iv) return or destroy all such information, including copies, after the need for it has expired, upon request of the disclosing party, or upon termination of this Agreement.

6.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.5 License to Customer Feedback. You grant us a paid-up, irrevocable license to use or incorporate into the System any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your users.

7. FEES AND PAYMENTS

7.1 Payment Terms. MuniBilling will invoice you in accordance with the terms specified in Schedule A. You shall pay all amounts invoiced when they are due.

7.2 Past Due Amounts. Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the date due until paid, or the maximum rate allowed by law, whichever is less. Customer is also responsible for any applicable expenses incurred with collection efforts, including, but not limited to, reasonable attorney's fees.

7.3 Suspension. If your account has balances which are past due, we reserve the right to suspend your use of the System until such accounts are paid in full, including all accrued liabilities and obligations. You will continue to be charged during any period of suspension. MuniBilling reserves the right to impose a reconnection fee if your access to the System is suspended and you thereafter request access to the System.

7.4 Taxes. MuniBilling fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Except to the extent prohibited by law, you are responsible for paying all Taxes associated with your purchases hereunder. If MuniBilling has the legal obligation to pay or collect Taxes for which you are responsible under this section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, MuniBilling is solely responsible for taxes assessable against it based on its income, property, and employees.

8. TERM AND TERMINATION

8.1 Initial Term and Renewal. The term and termination provisions of this Agreement are specified in this Section 8 and Schedule A. Upon expiration of the initial Agreement term or any renewed term, this Agreement will renew automatically for an additional term equal in length unless either of us notifies the other in writing at least 90 days prior to the end of the current term of our intent to cancel. Customer will not be refunded any money paid prior to the effective date of any termination. For purposes of this Agreement, the initial term and any renewal term shall be individually and collectively referenced as the "Term".

8.2 Termination for Cause. If you breach the terms of this Agreement, including, but not limited to, not paying on time, or any unauthorized use of the System, and do not

cure such breach within 10 days after notice of such breach, we may, in our sole discretion, suspend or terminate your use of the System and/or terminate this Agreement. If MuniBilling terminates your access to the System and terminates this Agreement due to your breach, or if you provide us with notification of your intent to terminate for convenience, you are still responsible to pay any balance due for your use of the System prior to such date of termination, and (except in the case of a termination pursuant to Section 5(b)) all unpaid fees which would be payable for the remainder of the current Term.

If we breach the terms of this Agreement, including, but not limited to, bugs in the System, unavailability of the System for more than 24 hours not caused by Force Majeure, or the failure to deliver contracted services specified in Schedule A, and we do not cure such breach within 10 days after written notice of such breach, you may terminate your use of the System and this Agreement. If you terminate this Agreement due to our breach, our liability for damages is as set forth in section 14.1 of this Agreement.

8.3 Effects of Termination.

- (a) Upon termination of the Agreement, you must submit a written and signed letter to MuniBilling within thirty (30) days certifying that you:
 - (i) Have deleted or destroyed ALL printed and electronic materials related to the System and all quotes or ideas derived from the System, except as required by law, in whole or in part, from any other publication, form, method, system, or filed documents you may have.
 - (ii) Have not given, sold, rented, or lent any copy or any part of the information in any shape or form to any third party, including any user login credentials.
 - (iii) Release us from all claims related to this Agreement and the System.
- (b) Upon termination of this Agreement for any reason, we will provide you a copy of your Customer Data in a standardized electronic csv data format within five (5) business days of receipt of your written request. We have no obligation to retain a copy of your Customer Data longer than thirty (30) days after termination or expiration of this Agreement.

8.4 Costs of Termination. In the event this Agreement is terminated or cancelled in accordance with its terms, each party will bear the cost of unwinding its participation in the Agreement, and any ancillary agreements, shall also be terminated automatically.

9. CUSTOMER DATA

As between MuniBilling and yourself, you shall own all Customer Data, which shall be considered your Confidential Information. Notwithstanding, MuniBilling may access your Customer Data to provide the services, to respond to, access, or resolve service or technical problems, and in doing so will maintain its confidentiality. Customer can request a complete copy of its data in a standardized electronic format at any time at MuniBilling's standard rate (currently \$200 per request). Notwithstanding, you can run reports on the system yourself to print out customer information or to export customer information in a standard comma separated list format.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the legal authority to enter into this Agreement. We warrant that we will provide the System in a manner consistent with industry standards and that the System will perform substantially in accordance with what was presented and demonstrated to you.

11. INDEMNIFICATION

Except to the extent prohibited by law, you shall indemnify, defend, and hold MuniBilling, its affiliates, officers, directors, and employees harmless from and against all claims resulting from, arising out of or relating to:

- (a) A breach of this Agreement by Customer; or
- (b) Any negligent act or omission, or intentional misconduct, of Customer.

You will indemnify MuniBilling for any damages, attorney fees and costs finally awarded against, or settled upon by, MuniBilling because of such claim.

12. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MUNIBILLING MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Without limiting the foregoing, we make no promise:

- (a) As to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the System or any content, all of which are provided strictly on an “as is” basis.
- (b) As to any third-party provider or any of its products or services, regardless of whether we may have designated it or its products or services as “certified”, “validated”, or otherwise.
- (c) That the use of the System will be secure, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data.
- (d) That the System will meet your requirements or expectations.
- (e) That any Customer Data will be accurately or reliably stored.
- (f) That errors or defects will be corrected.
- (g) The service will be free of any virus or other harmful component, although we will not knowingly insert any such harmful code.

13. INTERNET DELAYS

The System may be subject to limitations, delays, and other problems inherent in the use of Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

14. LIMITATION OF LIABILITY

14.1 Limitation of Liability. In no event shall our aggregate liability to you exceed the amounts actually paid by you in the 3-month period immediately preceding the event giving rise to your first claim, regardless of the number of claims arising out of or related to this Agreement.

14.2 Disclaimer of Damages. In no event shall we be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of or in any way connected with the System, Content, your use of the same, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been

previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g. warranty, tort, contract, or strict liability.

You acknowledge that; (i) this Section 14 is reasonable given the cost of the System; (ii) this Section applies even if a remedy fails in its essential purpose; and (iii) all your claims are subject to the damages limitation in this Section. Nothing contained herein is intended to limit a party's liability for gross negligence or willful misconduct.

15. GENERAL

15.1 Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent. Any attempted assignment in violation of this Section shall be void. The terms of this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

15.2 Relationship. No joint venture, partnership, employment, or agency relationship exists between you and us. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will attempt to or create any warranty or other obligation, express or implied, on behalf of the other party. You agree that we can reference your name and/or logo for purposes of acknowledging you as one of our customers.

15.3 Notice. We may notify you by means of general notice on the System, by email, or by written mailed communication, as per your contact information in Schedule A. Notice shall be deemed to have been given three (3) business days after mailing, the next business day if delivered via a nationally recognized overnight carrier, or 12 hours after sending an email or posting a change of the System. You may notify us (and such notice shall be deemed given when received) at any time by electronic means or written mailed communication as per our contact information in Schedule A.

15.4 Force Majeure. MuniBilling shall not be liable to you for any damages, delay, or failure to perform its obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes but is not limited to hardware failures, telecommunications and Internet failures, act of nature, fire, casualty, riot, pandemic, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court. Upon the occurrence of such a force majeure event, within a commercially reasonable amount of time, MuniBilling shall notify you of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and

resume performance whenever the cause is removed. MuniBilling shall not be liable for costs associated with such delay.

15.5 Waiver. The failure of either party to require performance of any terms of this Agreement shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, all the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

15.6 Severability. If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.

15.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.

15.8 Arbitration. Except to the extent prohibited by law, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, in accordance with Chapter 1, Article 45 of the North Carolina General Statutes (the NC Revised Arbitration Act, the "Act"), which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, as specified by the Act. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. We mutually agree to try and take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.

15.9 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and

contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

15.10 Miscellaneous. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

- Continued on next page -

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative. The parties acknowledge and agree that this Agreement may be executed in counterparts and signed and transmitted electronically.

CRESTLINE SOFTWARE LLC dba/MUNIBILLING

By: _____
Kevin S. Kennedy, Chief Executive Officer

Date: _____

CUSTOMER: Borough of West Chester, PA

By: _____


Name: Sean Metrick

Title: Borough Manager

Date: 11/25/2024

Schedule A**CUSTOMER INFORMATION**

1. Name (Entity):	<u>Borough of West Chester</u>
2. Physical Address:	<u>401 East Gay St.</u>
	<u>West Chester PA 19380</u>
Mailing Address:	<u>same as above</u>
	<u></u>
3. Federal Identification Number:	<u>23-6002957</u>
4. Phone #:	<u>610-692-7574</u>
5. Fax #:	<u>610-436-0009</u>
6. Management Contact:	<u>Sean Metrick</u>
7. Title:	<u>Borough Manager</u>
8. Phone #:	<u>610-692-7574</u>
9. Email Address:	<u>smetrick@west-chester.com</u>
10. Operations Contact:	<u>Will Williams</u>
11. Title:	<u>Borough Administration</u>
12. Phone #:	<u>484-887-2761</u>
13. Email Address:	<u>wwilliams@west-chester.com</u>
14. Customer Accounts Payable:	<u>Accounts Payable</u>
15. Title:	<u></u>
16. Phone #:	<u>610-696-0249</u>
17. Email Address:	<u>accountspayable@west-chester.com</u>

BILLING INFORMATION

18. Application:	Utility Billing Software Subscription
19. Estimated Go Live Date:	N/A. Existing Customer, already Live
20. Agreement Term:	1 Year
21. Agreement Renewal:	N/A
22. Termination:	The Agreement cannot be cancelled prior to the end of the term.
23. # of Active Service Locations:	Approximately <u>4,410</u> as of the Effective Date

- | | |
|--|---|
| 24. Service Types: | Stream Protection |
| 25. Customer Billing Frequency: | Annually |
| 26. Training Fees (3 users, 12 hours): | N/A - existing Customer |
| 27. Implementation & Configuration Fees: | N/A - existing Customer |
| 28. Billing History Fees (2 years): | N/A - existing Customer |
| 29. MuniBilling Invoice Cycle: | Quarterly – billed in advance |
| 30. Subscription Fee per Invoice Cycle: | \$4,098.60 for up to 4,500 service locations billed. Any additional service locations will be billed at \$85.00 for each 100 service location increments. |
| 31. Payment Terms: | Payment due thirty (30) days from invoice date |

MUNIBILLING CONTACT INFORMATION

- | | |
|-------------------------------------|---|
| 32. Company Name and Address: | Crestline Software LLC, dba/MuniBilling
3300 Battleground Avenue
Greensboro, NC 27410 |
| 33. Phone: | (800) 259-7020 |
| 34. Website: | www.munibilling.com |
| 35. Management Contact | <u>Larry Foster</u> |
| 36. Title: | <u>President</u> |
| 37. Phone #: | <u>585-615-6629</u> |
| 38. Email Address: | <u>Larry.Foster@MuniBilling.com</u> |
| 39. Customer Support Email Address: | <u>Support@MuniBilling.com</u> |
| 40. Implementation Contact: | _____ |
| 41. Title: | _____ |
| 42. Phone #: | _____ |
| 43. Email Address: | _____ |

ADDITIONAL BILLING INFORMATION – If applicable

- | | |
|--------------------------------------|--|
| 44. BPaaS: | \$60.00/year plus \$0.31/page plus postage

Includes printing standard 8.5 x 11 statement with tear off stub, a customer return envelope, and CASS certification. A minimum fee may apply if printing less than 200 pages. |
| 45. Bill Postage: | Actual cost to be reimbursed by Customer |
| 46. Bill Inserts: | Will be quoted per job |
| 47. BNaaS Fee: | If utilized, \$10.00 per event plus \$0.03 per notification sent |
| 48. MaaS On-line payment processing: | \$130.00/month merchant fee plus 2.99% of the amount of all credit card transactions processed each month |

The above fees will be billed to Customer if Customer elects to absorb these fees. Otherwise, In lieu of the 2.99%, Convenience Fees will be charged to your end use customers at the following tiered rates:

<u>Bill Amount</u>	<u>Fee</u>
\$0.1 - \$50.0	\$1.49
\$50.01 - \$100.00	\$2.94
\$100.01 - \$150.00	\$4.39
\$150.01 - \$200.00	\$5.84
\$200.00 and up	2.99%

E-checks or ACH payments by your end use customers will be charged \$1.00/transaction, regardless of the amount paid.

- 49. LaaS: N/A – not utilized
- 50. Bank and Merchant Account Fees: Any additional fees incurred, e.g., processing fees, returned check fees, lockbox fees, etc. will be passed through to Customer
- 51. Fee Increases: Upon each Agreement anniversary date, any of the fees specified above may be increased by the change in the U.S. Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, for the most recent preceding 12-month period for which the index is available
- 52. Retroactive Fee Adjustment: If a review of System usage reveals that the actual number of active service locations billed exceeds the pricing tier invoiced, MuniBilling may make a retroactive adjustment to correct for the amount undercharged.

Schedule B

MuniBilling's quote dated October 21, 2024 for Customer is incorporated herein by this reference.

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Edwards

SUB: PURCHASE ORDER REQUEST

DATE: 4/15/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Big Belly Solar

Contact Ethan McElwain

Address
150 A Street, Ste. 103
Needham, MA 02494

Phone (802) 369-5766

Email emcelwain@bigbelly.com

Fax

Justification

Capital purchase of three double station trash/recycling units and one single station big belly including software.

TOTAL AMOUNT TO BE PAID:	\$ 11,976.00
---------------------------------	---------------------

Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Donald T. Edwards Digitally signed by Donald T. Edwards
Date: 2025.04.15 10:53:08 -04'00'

Authorized Department Manager

Date

_____ Sean

Sean Metrick, Borough Manager

Date

Account # 10-40313/80

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

Notes

Prices valid for 60 days from the above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Rich Ruskey BigBelly Solar 150 A Street, Suite 103 Needham, MA 02494 rruskey@bigbelly.com	Borough of West Chester Accounts Payable 401 East Gay Street West Chester, PA 19380	Borough of West Chester Department of Public Works 205 Lacey Street West Chester, PA 19382

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
3	Double Station consisting of: Element (Left) with Open Face Plate, MSG Panel T&R, Standard Bin Element (Right) with Recycling Face Plate, MSG Panel T&R, Standard Bin Single Station consisting of:	\$9,342.00
1	Element (Single) with Open Face Plate, MSG Panel(s) Standard, Standard Bin	\$1,714.00

Shipping & Handling (one time): \$920.00

Purchase Option

Total System Cost*: \$11,976.00 USD
Deposit due with order: \$4,191.60 USD

* Total does not include applicable sales or use taxes.

Sincerely, Rich Ruskey
Bigbelly Solar, LLC

ACH Transfer Info: Cambridge Savings Bank ▪ Acct Name: Big Belly Solar, LLC ▪ Account # 11728865 ▪ Routing # 211371120

Wire Transfer Info: Citibank ▪ Acct Name: Cambridge Savings Bank ▪ Account # 71160000000000093 ▪ Routing # 031100209 ▪ Int'l Swift # CITIUS33

Please include in wire payment notes: For Further Credit to 11728865, Big Belly Solar, LLC

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:

CUSTOMER

By: _____

Title: _____

Print Name: _____

Date: _____

TERMS AND CONDITIONS OF SALE
Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbelly Quotation ("Quotation") that is accepted by Bigbelly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbelly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbelly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbelly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbelly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbelly's acceptance of an Order, unless otherwise determined by Bigbelly and agreed to in writing, and all payments shall be made without offset or deduction. Any amounts due from Customer under this Quotation or any related invoice, may not be withheld or offset by Customer against amounts due to Customer by Bigbelly for any reason. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbelly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbelly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbelly, Customer shall provide evidence of its financial capacity and such other information as Bigbelly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbelly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbelly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbelly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbelly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbelly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbelly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbelly Standard Limited Warranty.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbelly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbelly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbelly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BIGBELLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBELLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbelly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbelly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbelly use on behalf of Customer, any data provided to Bigbelly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbelly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbelly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbelly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbelly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbelly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A
ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service providers must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

1. **INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability to perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
2. **SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
3. **INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
4. **INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

Borough of West Chester

2025 Budget Modification #4

Revenue

G/L A/C#	Decscription	Amount
05-30000-05	Cash Reserve	30,000.00
Total		30,000.00

Expense

G/L A/C#	Decscription	Amount
05-41120-05	Equipment Maintenance	30,000.00
Total		30,000.00



Grant Resolution

Grantee Legal Name (Borough of West Chester):

Project Title: John O. Green Park- Splash pad renovations

The signature of the Authorized Representative on this Grant Resolution signifies acceptance of the Grant Terms and Conditions and certification of compliance with all applicable Pennsylvania labor laws and workforce safety rules. The signed Grant Resolution also serves as the Signature Attestation for the awarded Grant Agreement.

Because:

A. The Applicant desires to undertake the project titled above, and proposes a grant from the People, Parks & Community Foundation (Foundation) to produce the project.

B. The Applicant understands that the Grant Terms and Conditions included in the Grant Application will apply to the Grant Agreement between the Applicant and the Foundation, if so awarded.

C. The Authorized Representative is the official within the Applicant's organization with the legal authority to make commitments, enter into contracts, and execute such documents on behalf of the Applicant. The Authorized Representative certifies that commitments made on the Grant Application will be honored, and ensures that the Applicant agrees to conform to the Foundation's regulations, guidelines, and policies.

Resolved:

1. The Grant Application may be electronically signed on behalf of the Applicant by the Authorized Representative (Official) identified below.

2. If the Applicant is awarded a grant, this Resolution, signed by the Official, will become the Applicant/Grantee's executed signature page for the Grant Agreement, and the Applicant/Grantee will be bound by the Grant Agreement.

3. Any amendment to the Grant Agreement may be signed on behalf of the Grantee by the Official, who at the time of signing of the amendment, has the same title specified in item 1, and the Grantee will be bound by the amendment.

Therefore:

The signature of the Official below signifies acceptance of the Grant Terms and Conditions and certification of compliance with all applicable Pennsylvania labor laws and workforce safety rules.

Name of Official: Sean Metrick

Title of Official: Borough Manager

Email address of Official: smetrick@west-chester.com

Name of Applicant's governing: West Chester Borough Council

I hereby certify that this Resolution was adopted by the governing body of this Applicant:

Signature of Official:

Date:

Appendix II – Authorized Official Resolution

Be it RESOLVED, that the Borough of West Chester (Name of Applicant) of Chester County (Name of County) hereby request a Greenways, Trails and Recreation Program (GTRP) grant of \$ 250,000 from the Commonwealth Financing Authority to be used for John O. Green Memorial Park – Phase 2 Improvements .

Be it FURTHER RESOLVED, that the Applicant does hereby designate Sean Metrick, Borough Manager (Name and Title) and Patrick McCoy, Borough Council President (Name and Title) as the official(s) to execute all documents and agreements between the Borough of West Chester (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, _____, duly qualified Secretary of the Borough of West Chester (Name of Applicant), Chester County (Name of County), PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council (Governing Body) at a regular meeting held May 22nd, 2025 (Date) and said Resolution has been recorded in the Minutes of the Borough of West Chester (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the West Chester Borough (Applicant), this 22nd day of May, 2025.

West Chester Borough

Name of Applicant

Chester County

County

Secretary

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