



THE COUNTY OF CHESTER



COMMISSIONERS
Marian D. Moskowitz
Josh Maxwell
Michelle Kichline

OFFICE OF THE COMMISSIONERS
313 W. Market Street, Suite 6202
P.O. Box 2748
West Chester, PA 19380-0991
(610) 344-6100

AGENDA **COMMISSIONERS' MEETING**

February 18, 2021

1. CALL MEETING TO ORDER

2. ANNOUNCEMENTS

- Executive Session – The Board of Commissioners met in Executive Session on Wednesday, February 17, 2021 to discuss personnel and legal matters.

3. MINUTES OF THE PREVIOUS MEETING

4. PUBLIC COMMENT ON AGENDA

5. OLD BUSINESS – There are no items of old business.

6. NEW BUSINESS

a. Resolution 04-21

Resolution of the County of Chester to approve an agreement with the Chester County Water Resources Authority for the transfer of a property known as the Rice Farm.

b. Resolution 05-21

Resolution of the Chester County Commissioners Authorizing EPA Green Power Partnership Agreement.

c. Resolution 06-21

Resolution of the County of Chester to support naming an unnamed 1.9-mile-long tributary of the West Branch Big Elk Creek in Lower Oxford Township and the Borough of Oxford in Chester County as Black Walnut Creek.

d. Intergovernmental Transfer Agreement

Intergovernmental Agreement between the counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia for a Southeast Pennsylvania Regional Household Hazardous Waste Education, Collection and Management Program.

e. Memorandum of Understanding

Memorandum of Understanding between the City of Philadelphia and SEPA Regional Partners.

f. Contracts

g. Grants

7. PERSONNEL MATTERS

a. Human Resources Agenda

8. FINANCIAL MATTERS

a. Finance Agenda

9. PUBLIC COMMENT

10. ADJOURNMENT



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COMMISSIONERS' MEETING MINUTES

February 4, 2021

1. CALL MEETING TO ORDER

The public meeting of the Chester County Board of Commissioners was called to order at 10:00 AM on February 4, 2021 via webinar by the Chair of the Board of Commissioners, Marian D. Moskowitz. Commissioner Josh Maxwell and Commissioner Michelle Kichline were also present.

CALL TO ORDER

2. ANNOUNCEMENTS

Chair Moskowitz announced that the Board of Commissioners met in Executive Session on Tuesday, February 2, 2021 to discuss personnel and legal matters.

ANNOUNCEMENTS

3. MINUTES OF PREVIOUS MEETING

Commissioner Maxwell made a motion to approve the minutes from the last meeting on January 21, 2021. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the minutes from the January 21, 2021 Commissioners' Meeting.

MINUTES APPROVED

4. PUBLIC COMMENT ON AGENDA

There was no public comment on the agenda.

PUBLIC COMMENT

5. OLD BUSINESS

OLD BUSINESS

a. Bid Award

Commissioner Kichline made a motion to approve the following Bid Award, which was seconded by Commissioner Maxwell. After a roll call vote, all Commissioners approved the following Bid Awards:

Respiratory Equipment Rental Services for Pocopson Home, Bid #501003-1376A

RTE Specialty Medical

\$59,860.00

6. NEW BUSINESS

NEW BUSINESS

a. Authorization to Bid

Commissioner Maxwell made a motion to approve the following Authorization to Bid, which was seconded by Commissioner Kichline. After a roll call vote, all Commissioners approved the following Authorization to Bid:

Authorization to Bid

- Carpet Replacement at Hankin Library
- Window Replacement and Brick Repointing at Chester County Prison

b. Memorandum of Understanding

Commissioner Kichline made a motion to approve a Memorandum of Understanding between the County of Delaware and SEPA Regional Partners. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Memorandum of Understanding.

Memorandum of Understanding

c. Contracts

Commissioner Maxwell made a motion to approve the Contracts Agenda. Commissioner Kichline seconded the motion. A roll call vote was conducted. Chair Moskowitz abstained from voting on a contract with the Chester County Economic Development Foundation, and on a contract with West Chester University. Other than these two contracts, all Commissioners voted yes and approved the Contracts agenda.

Contracts

d. Grants

Commissioner Kichline made a motion to approve the Grants Agenda. Chair Moskowitz seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Grants Agenda.

Grants

7. PERSONNEL MATTERS

PERSONNEL

a. Human Resources Agenda

Commissioner Maxwell made a motion to approve the Human Resources Agenda. Commissioner Kichline seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Human Resources Agenda.

8. FINANCIAL MATTERS

FINANCE

a. Finance Agenda

Commissioner Kichline made a motion to approve the Finance Agenda. Commissioner Maxwell seconded the motion. After a roll call vote, all Commissioners voted yes and unanimously approved the Finance Agenda with the following items:

- Budget Change 20-20
- Budget Change 03-21
- Vouchers as submitted by the Controller

9. PUBLIC COMMENT

There was no public comment.

PUBLIC COMMENT

10. ADJOURNMENT

ADJOURNMENT

The meeting was adjourned following a motion made by Commissioner Maxwell, which was seconded by Commissioner Kichline. After a roll call vote, all Commissioners unanimously approved the motion to adjourn the meeting. Meeting adjourned at 10:08 AM.



Taken by Taylor Pettit

On behalf of Chief Clerk Robert J. Kagel

**THE COUNTY OF CHESTER
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION No. 4-21**

RESOLUTION OF THE COUNTY OF CHESTER, CHESTER COUNTY, PENNSYLVANIA, TO APPROVE AN AGREEMENT WITH THE CHESTER COUNTY WATER RESOURCES AUTHORITY ("CCWRA") FOR THE TRANSFER OF A PROPERTY KNOWN AS THE RICE FARM (UPI #28-6-41.1), TO AUTHORIZE ACCEPTANCE OF A DEED OF CONVEYANCE FOR THE PROPERTY FROM CCWRA AND TO AUTHORIZE THE EXECUTION OF ALL NECESSARY INSTRUMENTS, CERTIFICATES AND DOCUMENTS AND THE TAKING OF ALL REASONABLE ACTIONS TO CONSUMMATE THE TRANSFER AND ACCEPTANCE OF THE SAME

WHEREAS, the Chester County Board of Commissioners ("Commissioners") established the Chester County Water Resources Authority ("CCWRA") for the purposes of County-wide water resources management, including but not limited to planning, design, permitting, construction, ownership, operation and maintenance of flood control and water supply reservoir facilities within the Brandywine Creek watershed to provide flood protection, water supply and recreational resources for the benefit of the citizens and property owners of Chester County and the Brandywine Creek watershed; and

WHEREAS, CCWRA, in cooperation with the Commissioners, has constructed, operated and maintained the Hibernia Dam/Chambers Lake Regional Flood Control and Water Supply Reservoir facility ("Hibernia Dam"), and, in order to undertake the Hibernia Dam project (the "Project"), acquired a number of parcels of real property, with financial assistance provided by the United States Department of Agriculture, Natural Resources Conservation District ("NRCS"); and

WHEREAS, in connection with funding participation by NRCS for the Project, the Commissioners and CCWRA, as Sponsors, together with NRCS, entered into a Watershed Plan Agreement for the Brandywine Creek Watershed, Commonwealth of Pennsylvania and the State of Delaware, and a series of Supplemental Watershed Work Plan Agreements, numbering 1 through 7, providing for cost-share arrangements, as well as certain terms, conditions and stipulations with respect to the ownership, construction and operation and maintenance of the Hibernia Dam and all components thereof; and

WHEREAS, further in connection with the funding participation by NRCS for the Project, NRCS and CCWRA have entered into an Operation and Maintenance Agreement, providing for ongoing operation and maintenance obligations of CCWRA with respect to the Hibernia Dam, including all real property acquired as part of the Project, such Operation and Maintenance Agreement having been amended, extended and/or replaced from time to time (such original Operation and Maintenance Agreement, any amendments, extensions and replacements thereto, altogether the "O&M Agreement"); and

WHEREAS, among the parcels of land acquired by CCWRA for the Project is a 2.74 acre parcel known as the "Rice Farm" (the "Property"), located at 191 Wagontown Road, West Caln Township, Pennsylvania, also identified as UPI #28-6-41.1, acquired by Deed dated May 15, 1995, and recorded in the Chester County Recorder of Deeds Office; and

WHEREAS, the Property was originally purchased by CCWRA on behalf of Chester County Department of Parks and Recreation to support recreational uses of the lake and surrounding lands, and to preserve the historic and open space characteristics of the land area adjacent to the Chambers Lake and Hibernia County Park; and

WHEREAS, CCWRA and the County intended at the time of CCWRA's purchase that the Property would become part of the Hibernia County Park; and

WHEREAS, NRCS reimbursed CCWRA 50% of the purchase price for the purchase of the Property in the form of a grant in the approximate amount of \$95,000 (the "Grant"), which Grant was subject to and conditioned upon certain compliance requirements and restrictions upon the Property for the evaluated useful life of the Project, including, among other things, the O&M Agreement; and

WHEREAS, the Rice Farm, unlike other parcels acquired by CCWRA in connection with the construction, operation and maintenance of the Hibernia Dam, serves no flood control purpose, as its topography is at elevations much higher than the Hibernia Dam flood pool would reach upon operation of the Dam; and

WHEREAS, CCWRA desires to transfer and convey, and the County desires to accept, title to the Property; and

WHEREAS, the evaluated useful life of the Project has not expired and, in fact, is pending extension for an additional 50-year period as a result of a new Hibernia Dam rehabilitation project contemplated, for which NRCS has committed additional federal funding; and

WHEREAS, as a result, the Property continues to be bound and will be bound for the foreseeable future by federal grant requirements under the O&M Agreement and federal regulations governing federal grants to state and local governments; and

WHEREAS, CCWRA desires to retain an easement over the Property in its entirety, for the purpose of providing CCWRA with access to the Property and other adjacent properties owned by CCWRA, and for the further purpose of assuring compliance with operation and maintenance requirements imposed by NRCS in connection with the Grant; and

WHEREAS, the parties acknowledge and agree that such transfer and conveyance of title to the Property, subject to the retained easement, is in the best interests of both parties; and

WHEREAS, the County desires to enter into an Agreement with CCWRA setting forth the terms and conditions under which the County will accept title to the Property and to carry out all necessary actions to consummate the transaction.

NOW, THEREFORE, BE IT RESOLVED that acceptance of the transfer and conveyance of the Property from CCWRA to the County is hereby approved, under and subject to the reservation of an easement over the entire Property by CCWRA and the terms and provisions of an Agreement between the CCWRA and the County pertaining to the terms of transfer and continuing compliance with NRC requirements in connection with the Grant, a copy of which Agreement is presented to this meeting and the form of which is approved, subject to such modifications as the solicitor for the County shall approve.

BE IT FURTHER RESOLVED that the appropriate officers and staff members of the County are hereby authorized to take all reasonable actions and execute all documents, agreements and certificates necessary to consummate the transfer of title to the Property as contemplated herein.

THIS RESOLUTION adopted this _____ day of _____, 2021, by the Board of Chester County Commissioners and is effective immediately upon adoption.

COMMISSIONERS:

Marian D. Moskowitz, Chair

Josh Maxwell, Commissioner

Michelle Kichline, Commissioner

ATTEST:

Robert J. Kagel, Chief Clerk

(As Chief Clerk, I hereby attest that any copy of this document not bearing original signatures is a true and correct copy of the original.)

AGREEMENT

THIS AGREEMENT is made this ____ day of _____, 2021, by and between the County of Chester (“County”) and the Chester County Water Resources Authority (“CCWRA”).

Background

WHEREAS, the County Commissioners established CCWRA for the purposes of County-wide water resources management, including but not limited to planning, design, permitting, construction, ownership, operation and maintenance of flood control and water supply reservoir facilities within the Brandywine Creek watershed to provide flood protection, water supply and recreational resources for the benefit of the citizens and property owners of Chester County and the Brandywine Creek watershed; and

WHEREAS, CCWRA, in cooperation with the County Commissioners, has constructed, operated and maintained the Hibernia Dam/Chambers Lake Regional Flood Control and Water Supply Reservoir facility (“Hibernia Dam”), and, in order to undertake the Hibernia Dam project (the “Project”), acquired a number of parcels of real property, with financial assistance provided by the United States Department of Agriculture, Natural Resources Conservation District (“NRCS”); and

WHEREAS, in connection with funding participation by NRCS for the Project, the Chester County Board of Commissioners and CCWRA, as Sponsors, together with NRCS, entered into a Watershed Plan Agreement for the Brandywine Creek Watershed, Commonwealth of Pennsylvania and the State of Delaware, and a series of Supplemental Watershed Work Plan Agreements, numbering 1 through 7, providing for cost-share arrangements, as well as certain

terms, conditions and stipulations with respect to the ownership, construction and operation and maintenance of the Hibernia Dam and all components thereof (Exhibit A); and

WHEREAS, further in connection with the funding participation by NRCS for the Project, NRCS and CCWRA have entered into an Operation and Maintenance Agreement, providing for ongoing operation and maintenance obligations of CCWRA with respect to the Hibernia Dam, including all real property acquired as part of the Project, such Operation and Maintenance Agreement having been amended, extended and/or replaced from time to time (such original Operation and Maintenance Agreement, any amendments, extensions and replacements thereto, altogether the "O&M Agreement"); and

WHEREAS, among the parcels of land acquired by CCWRA for the Project is a 2.74 acre parcel known as the "Rice Farm" (the "Property"), located at 191 Wagontown Road, West Caln Township, Pennsylvania, also identified as UPI #28-6-41.1, acquired by Deed dated May 15, 1995, and recorded in the Chester County Recorder of Deeds Office; and

WHEREAS, the Property was originally purchased by CCWRA on behalf of Chester County Department of Parks and Recreation to support recreational uses of the lake and surrounding lands, and to preserve the historic and open space characteristics of the land area adjacent to the Chambers Lake and Hibernia County Park; and

WHEREAS, CCWRA and the County intended at the time of CCWRA's purchase that the Property would become part of the Hibernia County Park; and

WHEREAS, NRCS reimbursed CCWRA 50% of the purchase price for the purchase of the Property in the form of a grant in the approximate amount of \$95,000 (the "Grant"), which Grant was subject to and conditioned upon certain compliance requirements and restrictions upon

the Property for the evaluated useful life of the Project, including, among other things, the O&M Agreement; and

WHEREAS, the Rice Farm, unlike other parcels acquired by CCWRA in connection with the construction, operation and maintenance of the Hibernia Dam, serves no flood control purpose, as its topography is at elevations much higher than the Hibernia Dam flood pool would reach upon operation of the Dam; and

WHEREAS, CCWRA desires to transfer and convey, and the County desires to accept, title to the Property; and

WHEREAS, the evaluated useful life of the Project has not expired and, in fact, is pending extension for an additional 50-year period as a result of a new Hibernia Dam rehabilitation project contemplated, for which NRCS has committed additional federal funding; and

WHEREAS, as a result, the Property continues to be bound and will be bound for the foreseeable future by federal grant requirements under the O&M Agreement and federal regulations governing federal grants to state and local governments; and

WHEREAS, CCWRA desires to retain an easement over the Property in its entirety, for the purpose of providing CCWRA with access to the Property and other adjacent properties owned by CCWRA, and for the further purpose of assuring compliance with operation and maintenance requirements imposed by NRCS in connection with the Grant; and

WHEREAS, the parties acknowledge and agree that such transfer and conveyance of title to the Property, subject to the retained easement, is in the best interests of both parties.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises herein contained, and intending to be legally bound hereby, the parties agree as follows:

1. All of the recitals above are incorporated herein as if more fully set forth at length, and are intended to be part of the rights, obligations, representations and promises of the parties.

2. Subject to the terms and conditions contained herein, CCWRA agrees to sell and convey to the County, and the County hereby agrees to assume and purchase from CCWRA, all of CCWRA's right, title and interest in the Property for the sum of \$1.00, payable upon Closing (hereinafter defined).

3. The sale and conveyance of the Property, together with this Agreement, is subject to the following special conditions of sale:

(a) The Property shall be restricted in perpetuity and subject to the terms, covenants and conditions, except as set forth in the following, which shall be stated in the deed of conveyance of the Property from CCWRA to the County (the "Deed"):

1. *Acceptance of the within Deed constitutes an acknowledgement that the real property described was purchased with the assistance of a grant from the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) and, as such, is subject to certain terms, conditions, covenants and restrictions as set forth herein and in the Watershed Protection and Flood Protection Act, as amended (16 U.S.C. Sections 1001 to 1008, 1010 and 1012), all Federal regulations promulgated thereunder and a Watershed Work Plan Agreement dated July 23, 1962, as supplemented from time to time, for Brandywine Creek Watershed Hibernia Dam (PA-436F).*
2. *The real property described in the within Deed shall not be sold or otherwise disposed of except to a public agency which will continue to maintain and operate the property in accordance with an Operation and Maintenance Agreement, entered into between the Chester County Water Resources Authority and NRCS in connection with the Brandywine Creek Watershed Hibernia Dam (PA-436F), as it may be amended, replaced or extended from time to time.*
3. *The real property described within the Deed was purchased by the Chester County Water Resources Authority by request of Chester County Department of Parks and Preservation to support the recreational use of Hibernia County Park and to maintain the property for historic preservation. Acceptance of the Deed within constitutes an acknowledgement that the property will be managed and maintained to*

provide access and full historic interpretation of the property for the public. Management of the property will be guided by the Rice Farm Historic Preservation Mitigation Plan dated February 12, 2016 (Exhibit B).

- 4. The real property described in the within Deed shall not be sold or otherwise disposed of, or the use thereof modified, except in accordance with approval and instructions from NRCS.*
- 5. Grantee shall not nor allow any other person to, at any time in connection with the ownership, use, disposal, maintenance and operation of the property, discriminate on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or a part of an individual's income is derived from any public assistance program.*
- 6. Construction of inhabitable dwellings upon any portion of the real property described which is located below the top of dam elevation of the Hibernia Dam is prohibited.*
- 7. Acceptance of the within Deed is an acknowledgement of the potential risk of flood damages of any area of the real property described below the top of dam elevation of the Hibernia Dam.*
- 8. The terms, conditions, covenants and restrictions contained in 1 through 6 hereinabove shall expire and be of no further force and effect upon the expiration of the Operation and Maintenance Agreement referenced in paragraph 2 above.*

(b) The County agrees that, for as long as the O&M Agreement is in effect, CCWRA shall retain a surface and sub-surface easement in, over, upon and under the Property in its entirety for the purpose of providing access to the Property and adjacent properties owned by CCWRA and to monitor and to take all actions necessary to assure compliance with the O&M Agreement and all terms, conditions, covenants and restrictions hereinbefore provided.

(c) In conjunction with the easement retained by CCWRA, CCWRA agrees that it will retain all rights and obligations under the O&M Agreement. The County shall bear no responsibility to NRCS for obligations under the O&M Agreement with respect to the Property,

except as to adherence to the terms, conditions, covenants and restrictions contained in the Deed. This provision shall survive delivery of the Deed to the Property from CCWRA to the County.

(d) On and after Closing (hereinafter defined), the County shall bear all responsibility for liability and maintenance relating to the Property. The County will maintain property and liability insurance in a commercially reasonable amount, and shall cause such policy(ies) of insurance to be endorsed to name CCWRA as an additional insured.

4. Closing on the transfer of title ("Closing") shall occur on a date mutually agreed upon by the parties.

A. CCWRA's Closing Obligations. At or before Closing, CCWRA shall:

(1) deliver or cause to be delivered the Deed, which shall be a special warranty deed in the customary and proper form for recording, acceptable to the County, but subject, nevertheless to the provisions of paragraph 3.(a) of this Agreement, duly executed and acknowledged, sufficient to convey fee simple title to the Property to the County, subject only to exceptions permitted by the County;

(2) obtain any approval and direction required by NRCS in connection with transfer of title of the Property from CCWRA to the County;

(3) execute and deliver such affidavits of title and other customary documents and instruments as the Title Company (if any) may reasonably require in accordance with customary practice; and

(4) execute and deliver any other documents reasonably necessary for the consummation of the transaction contemplated by this Agreement.

B. County's Closing Obligations. On before Closing, the County shall:

(1) accept delivery of the Deed for the nominal consideration of \$1.00; and

(2) execute and deliver any other documents reasonably necessary for the consummation of the transaction contemplated by this Agreement.

5. The zoning classification for the Property is SRR – Site Responsive Residential District under the West Caln Township Zoning Ordinance.

6. This Agreement shall not be recorded.

7. This Agreement shall not be assigned by CCWRA or the County, without the prior written consent of the other party.

8. The acceptance of the Deed by the County shall be deemed to be a full performance and discharge of every agreement and obligation on the part of CCWRA to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive the Closing or the earlier termination or cancellation of this Agreement.

9. This Agreement constitutes the entire agreement between the parties and supersedes all prior written or oral understandings of the parties, all of which are merged herein.

10. This Agreement may not be modified or changed in any respect except in the event of a written amendment executed by both parties.

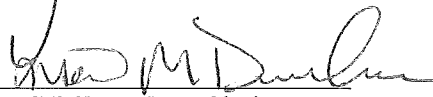
11. If any of the terms or conditions of this Agreement are determined to be invalid, void or illegal, such determination shall in no way affect or invalidate any of the other provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST/WITNESS:


Caren Andrews, Secretary

CHESTER COUNTY WATER
RESOURCES AUTHORITY

By: 
Lisa M. Donolon, Chair

ATTEST/WITNESS:

Robert J. Kagel, Chief Clerk

CHESTER COUNTY

By: _____
Marian D. Moskowitz, Commissioner

By: _____
Josh Maxwell, Commissioner

By: _____
Michelle Kichline, Commissioner

This action authorized at an official meeting of the Chester County Board of Commissioners on the _____ day of _____, 2021, at West Chester, Pennsylvania.

Exhibit A

State Pennsylvania
Project Brandywine
Site No. PA-436F
Agreement No. 68-2037-5-244

GRANT AGREEMENT
FOR
REAL PROPERTY APPRAISALS AND ACQUISITION

THIS AGREEMENT, for federal assistance, is made this 20th day of January, 1995, by and between the Chester County Commissioners acting through the Chester County Water Resources Authority, called the Sponsors, and the Soil Conservation Service, United States Department of Agriculture, hereinafter called the "SCS."

A. Basis of this federal assistance.

1. Previously, the Sponsors and SCS entered into an agreement under the Watershed Protection and Flood Prevention Act Public Law 83-566 for the installation of certain project measures as set forth in the Brandywine Creek Watershed work plan. This agreement provided for the following:

- a. The Sponsors were responsible for acquiring all real property rights and interests needed for the installation, operation, and maintenance of an improvement specifically identified as follows:

Nonstructural Measures for Recreation at
Brandywine Creek Watershed, Site PA-436F,
Chester County, Pennsylvania

2. SCS is to furnish federal financial assistance for a part of the cost of certain acquired real property rights and interests. The following cost-sharing arrangement applies to the eligible real property rights and interests:

	Cost Share Percentage <u>Rates</u>	<u>Estimated Cost</u>
SCS Share	50	\$1,155,000
Sponsors Share	<u>50</u>	<u>1,155,000</u>
TOTAL.....	100	\$2,310,000

3. The following categories of real property rights and interests, and related real property acquisition costs apply to the project measures set forth in paragraph A.1.a.
 - a. Acquired Real Property. Consists of real property rights and interests that are to be acquired by real property instruments which will involve compensation. A detailed listing of the specific items of this group is shown in Attachment No. 1.
 - b. Acquisition Costs. Includes the real property appraisals, appraisal reviews, legal surveys, title searches, demolition or removal of structures, etc. which will be used as a basis to establish just compensation values for the acquired real property described above.
4. As provided by paragraph A.2., the following cost-share arrangements apply to this agreement:
 - a. Acquired Real Property. The cost-share percentage rates specified in paragraph A.2.
 - b. Acquisition Costs. The cost-share percentage rates specified in paragraph A.2.

B. The Sponsors further agree to:

1. As previously assured in the Agreement described in A.1. above, acquire all real property rights and interests in accordance with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act (42 U.S.C. 4601-4655), as implemented by the United States Department of Agriculture in 7 CFR, Part 21 and supplemented as provided in Attachment No. 2.
2. Arrange for the necessary real property appraisals and their review required by paragraph A.3.b. by:
 - a. Obtaining the appraisals by the use of fee appraisers or qualified agency personnel under a contract or other procurement arrangement in accordance with the procurement standards as mentioned above.
 - b. Having the appraisals reviewed by qualified appraisers employed by the Sponsors.

3. Pay the Sponsor's share of the cost and all other cost not covered by the federal financial assistance including:
 - a. Real property interests not covered by the federal financial assistance.
 - b. Appraisals ordered by the Sponsors for its own use.
 - c. Legal and administrative expenses relating to the real property acquisition, demolition, or removal of structures.
4. Obtain or furnish legal and administrative services as necessary to:
 - a. Develop real property instruments and documents for the rights and interests to be acquired.
 - b. Develop legal descriptions to be included in real property instruments, including the making of any needed boundary surveys.
 - c. Conduct negotiations with property owners and tenants.
 - d. Make title searches and obtain adequate title evidence.
 - e. Determine the legal adequacy of real property rights and interests obtained.
 - f. Assure to SCS the adequacy of real property rights and interests, water rights if applicable, permits, and licenses required by federal, state, and local law, ordinance, or regulation, and related actions have been taken to obtain the legal right to install, operate, maintain, and inspect the project measures. Form SCS-ADS-78, or an equivalent form, is to be used for this purpose.
 - g. Support the assurance of adequacy by an attorney's opinion that certifies that the real property instruments and files were examined and found to provide adequate title, right, permission, and authority for the purposes for which the property was acquired.
 - h. Submit proposed special provisions that affect construction cost of the project measures to be

installed to SCS for approval before making commitments to owners of real property.

5. Request payments of federal financial assistance by use of appropriate forms supported as required by SCS. Payments will be requested on a progressive payment basis as acquisitions or relocations are made, or at the time of closing when the Sponsor so requests such an arrangement.

C. SCS further agrees to:

1. Furnish federal financial assistance by cost sharing as specified in paragraph A.2. above on the real property rights and interest acquired in accordance with the provisions of this agreement.
2. Furnish federal financial assistance by sharing the acquisition fixed costs as set forth in paragraph A.4.b. above. Cost of any reappraisals needed because of delay in acquisition will be shared only if the delay was beyond the reasonable control of the Sponsor.
3. Provide technical assistance to the Sponsor on the requirements of the Uniform Act.
4. Periodically review the Sponsor's files to determine compliance with the Uniform Act and this agreement.
5. Furnish to the Sponsors:
 - a. The federal requirements pertaining to the acquisition of real property interests.
 - b. Data and information that SCS may have available pertaining to the real property rights to be acquired, including but not limited to survey data maps, apparent ownerships, and estimated acreages.
 - c. Payments for the federal share of the items covered by this agreement based on Sponsor's payment requests.

D. It is mutually agreed that:

1. No member of delegate to Congress, or resident commissioner, shall be admitted to any share or part in or benefit of this agreement. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.

2. This agreement shall be null and void one year after the above-stated date in the event real property acquisition and relocation assistance action has not commenced.
3. This agreement may be amended from time to time as necessary to update the costs of the property rights or interests for financial purposes as acquisitions, and relocation actions are made.
4. The provisions of Attachment No. 2 apply to this agreement.
5. The program or activities conducted under this agreement or memorandum of understanding will be in compliance with the nondiscrimination provisions contained in the Titles VI and VII of the Civil Rights Act of 1964, as amended, the Civil Rights Restoration Act of 1987 (Public Law 100-259 and other nondiscrimination statutes, namely Section 504 of the Rehabilitation Act of 1973, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975), and in accordance with regulations of the Secretary of Agriculture (7 CFR-15, Subparts A and B) which provide that no person in the United States shall, on the grounds of race, color, national origin, age, sex, religion, marital status, or handicap be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance from the Department of Agriculture or any agency thereof.

Chester County Commissioners

By: Karen L. Hartsock
Title: Vice Chairman
Date: December 6, 1994

This action authorized at
an official meeting of the
Chester County Board of Commissioners
on the 10th day of
August, 1994, at
West Chester,
State of Pennsylvania.

By: Michelle K. Nourse
Title: Chief Clerk

Chester County Water Resources
Authority

By: Jesse B. Brooks
Title: Executive Director
Date: 12/12/94

This action authorized at
an official meeting of the
Chester County Water Resources Authority
on the 22nd day of
August, 1994, at
West Chester,
state of Pennsylvania.

By: Zarin Calitri
Title: Secty.

UNITED STATES DEPARTMENT OF
AGRICULTURE
Soil Conservation Service

By: William Hunt
Title: Acting State Conservationist
Date: 1/20/95

ATTACHMENT NO. 1
BRANDYWINE CREEK, SITE PA-436F
NONSTRUCTURAL RECREATION
REAL PROPERTY COST ESTIMATE

<u>Property Address</u>	<u>Owner(s)</u>	<u>Value Estimate</u>
1.	BCG Corporation	\$ 660,000
2.	Oak Hill Associates	\$1,650,000
TOTAL VALUE.....		\$2,310,000

This agreement is for items 1 and 2.

Total estimated acquisition costs for
items 1 and 2.

SCS Share @ 50%

Sponsor's Share @ 50%

=	\$2,310,000
=	\$1,155,000
=	\$1,155,000

ATTACHMENT NO. 2
BRANDYWINE CREEK, SITE PA-436F
LEGAL AND ADMINISTRATIVE REQUIREMENTS
FOR REAL PROPERTY ACQUISITION AND
RELOCATION ASSISTANCE

A. COVERAGE

These requirements apply to federal financial assistance for real property acquisition and for relocation assistance in connection with construction programs.

B. UNIFORM FEDERAL ASSISTANCE REGULATIONS

The United States Department of Agriculture Uniform Federal Assistance Regulations (7 CFR 3015) are incorporated by reference. These regulations are supplemented as follows:

Subpart A - General

§ 3015.2 Applicability.

- (a) For purposes of these regulations, the terms "Sponsors" refer to the "Recipient," and the term "SCS" refers to "Awarding Agency."

§ 3015.41 General Program income.

Any general program income is subject to the deduction alternative set forth in paragraph (c).

Subpart G - Cost Sharing or Matching

§ 3015.56 Appraisal of real property.

- (a) The fair market values of real property interest donated by non-federal third parties are to be established by an independent real estate appraisal made by a qualified appraiser.
- (b) All appraisals of real property made under this agreement are subject to State law.

Subpart J - Financial Reporting Requirements

§ 3015.85 Outlay report and request for reimbursement for construction programs.

✓ Requests for reimbursement for real property acquisitions and relocation assistance are to be made on Standard Form 270, Request for Advance or Reimbursement, and supported

by copies of the following forms, or equivalent forms, as applicable:

- Standard Form 262, Claim for Moving Cost and Related Expenses -- Families and Individuals.
- Standard Form 263, Claim for Moving Costs and Related Expenses -- Business (including nonprofit organizations) and Farm Operations.
- Standard Form 264, Claim for Replacement Housing Payments for Homeowners.
- Standard Form 265, Claim for Supplemental Rental Assistance Payment for Replacement Housing.
- Standard Form 266, Claim for Downpayment and Incidental Expenses for Replacement Housing.
- Standard Form 267, Claim for Reimbursement of Expenses -- Incidental to Conveyances of Real Property.

Obsolete per
Roger Hager
letter 9/11/96 ✓

Subpart R - Property

§ 3015.163 Real property.

Fee simple title is required for all privately-owned land acquired for recreation or fish and wildlife purposes in a water resource improvement or development where federal cost-sharing assistance is provided. The exceptions to this requirement are:

- (a) Non-federal public land. If not feasible to obtain fee title, a perpetual easement may be acceptable.
- (b) Federal land. A use permit issued by the administering agency is acceptable.
- (c) Access roads. A perpetual easement or a public road right-of-way is acceptable.
- (d) Public utilities rights-of-way. A perpetual easement or equivalent is acceptable.

C. U.S. TREASURY REGULATIONS

Case Management

If the recipient becomes indebted to the granting agency under this agreement, the following payment terms apply:

"Payment is to be received within thirty (30) calendar days from the date of the billing notice or document. If payment is not received within thirty (30) days, it will be a late payment subject to an interest charge on the unpaid amount. The percentage of interest is based on the current value of funds to the U.S. Treasury for each thirty- (30) day period or portion of the period. Payment made by wire will be credited on the date received by the recipient's collection official."

D. OTHER

No member of delegate to Congress, or resident commissioner, shall be admitted to any share or part in or benefit of this agreement. However, this clause does not apply to this agreement to the extent that this agreement is made with a corporation for the corporation's general benefit.



United States
Department of
Agriculture

Soil
Conservation
Service

Suite 340
One Credit Union Place
Harrisburg, PA 17110-2993

NOW THE NATURAL RESOURCES CONSERVATION SERVICE

SUBJECT: PDM - Brandywine Supplemental
Agreement No. 6

DATE: March 3, 1995

TO: Ms. Irene B. Brooks
Executive Director
Chester County Water
Resources Authority
West Chester, PA

FILE: 390-11

We have received your request to include an additional 2.7 acres to the Brandywine Supplement No. 6. This would complete the 105-acre tract, since the 2.7 acres are located between the 2 parcels identified in Supplement No. 6. This addition will require an Amended Grant Agreement. We concur with this request since this land has been for sale before the supplement was considered so relocation is not necessary, it does not change the project purpose or intent, and it does not change the total funds.

Enclosed is the Amended Grant Agreement for your signatures. Please obtain the signatures and return to us. If you have any further questions, please do not hesitate to call.

Sincerely,

WILLIAM HUNT
Acting State Conservationist

MAR - 6 1995

Enclosure

1. Amended Grant Agreement

cc:

William J. Bowers, State Conservation Engineer, NRCS, Harrisburg, PA
Roger F. Hager, Supervisory Contract Specialist, NRCS, Harrisburg, PA
Karen L. Powell, Agricultural Economist, NRCS, Harrisburg, PA



The Soil Conservation Service
is an agency of the
Department of Agriculture

AN EQUAL OPPORTUNITY EMPLOYER

AMENDED
ATTACHMENT NO. 1
BRANDYWINE CREEK, SITE PA-436F
NONSTRUCTURAL RECREATION
REAL PROPERTY COST ESTIMATE

	<u>Property Address</u>	<u>Owner(s)</u>	<u>Value Estimate</u>
1.		BCG Corporation	\$ 660,000
2.		Oak Hill Associates	\$1,450,000
3.		Stroupe	\$ 200,000
		TOTAL VALUE.....	\$2,310,000

This agreement is for items 1, 2 and 3.

Total estimated acquisition costs for items 1, 2 and 3.	=	\$2,310,000
SCS Share @ 50%	=	\$1,155,000
Sponsor's Share @ 50%	=	\$1,155,000

AMENDMENT NO. 1

TO

GRANT AGREEMENT FOR REAL PROPERTY
APPRAISALS AND ACQUISITION

BETWEEN

THE CHESTER COUNTY COMMISSIONERS
ACTING THROUGH THE CHESTER COUNTY
WATER RESOURCES AUTHORITY

AND THE

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

This Agreement is hereby amended to include an additional 2.7 acres parcel.

CHESTER COUNTY COMMISSIONERS

BY: *[Signature]*

TITLE: Chairman, Commissioners

DATE: 3/14/95

UNITED STATES DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE

BY: *[Signature]*

TITLE: STATE CONSERVATIONIST

DATE: 3/3/95

CHESTER COUNTY WATER RESOURCES
AUTHORITY

BY: *[Signature]*

TITLE: Executive Director

DATE: 3/14/95

- Exhibit B

Rice Farm, 191 Wagontown Road, West Caln Township, PA Historic Preservation Mitigation Plan

I. Background

Rice Farm is located in West Caln Township, PA. It consists of 2.7 acres. Currently, the following structures and features are located on the property:

- Farmhouse
- Summer kitchen building
- Remnants of collapsed run-in wagon shed
- Dairy barn
- Concrete out building
- Small 3-sided wooden shed
- Apple orchard
- Grape arbor.

In 1994, Chester County Department of Parks & Recreation (CCPRD) asked the Chester County Water Resources Authority to request grant funding for purchase of the property as part of the overall federal (USDA) grant funding for the Hibernia Dam/reservoir project. CCPRD requested the property be obtained on their behalf for use by CCPRD as part of Hibernia Park to support the recreational uses of the planned lake and surrounding lands, and, because of its historic significance, for historic preservation.

CCWRA was successful in receiving federal grant funding for the property and completed the purchase of the property on behalf of CCPRD in 1994. Terms of the grant require the property to be used for the purpose for which it was funded for the full life span of the Hibernia dam/reservoir project (50 years or until 2046). CCPRD immediately leased the residence to a CCPRD employee and CCPRD maintained the property and leased residence until 2012. At that time, CCPRD was merged into Chester County Department of Facilities & Parks (CCDFP), and due to budget constraints, CCDFP discontinued leasing properties, and vacated and "moth-balled" the house in 2012 and indicated the County had no further use for the property. Because the property was still titled to CCWRA, responsibility for the vacant property was then left to CCWRA, with support from CCDFP.

II. Historic Significance

An Historic Resource Study of Rice Farm was conducted for CCWRA by Wise Preservation Planning (2014) that describes and documents the property, structures and their history, and the report concludes that the house is of local historic significance, but would not be eligible for designation for individual listing on the National Register of Historic Places.

The historic significance of the property is very unique in that the existing cluster of buildings presents the landscape setting of the historic agricultural culture of Chester County, particularly for dairy farming operations. The relative positions of the structures and features to each other lends a unique opportunity to see the complete arrangement of the agricultural residence and work buildings. Thus, each structure has its physical features and character of certain historic significance as an individual building; however, collectively the grouping of structures and features is of even greater historic significance. Thus, when considering the future of the structures, or their removal or demolition, the

loss of an individual historic resource structure must be considered as a loss to the historic landscape of the cluster of all the structures and features on the property, and not independently as a single structure. As a result, preservation of the record of the structures as they exist within the overall context of the historic agricultural landscape is important.

Working in conjunction with the Chester County Historic Preservation Officer (CCHPO), it was determined that an historic preservation mitigation plan was needed for the property prior to any further changes or demolition of any structures on the property, and that the property should be managed and maintained to provide access and full historic interpretation of the property for the public, and to fulfill the terms of the USDA grant used to purchase the property.

III. Existing Conditions

- Farmhouse –
 - exterior and structural stability are in fair condition;
 - interior is in fair to poor condition;
 - currently unsuitable for use as a residence without significant improvements;
 - water well appears from the surface to be in tact but is disconnected from power and from the dwelling and barn, and the water treatment system is disconnected and dismantled;
 - septic system (subsurface tank and trench drain system) was reportedly in good operating condition when the dwelling was vacated and is still in place.
- Summer kitchen building –
 - exterior, interior and structural stability are in fair condition; usable for storage.
- Remnants of collapsed run-in wagon shed –
 - structure no longer exists and is completely collapsed;
 - red-painted wood siding debris is “hazardous material” due to leaching lead paint.
- Dairy barn –
 - Interior, exterior and structural stability are significantly deteriorated
 - numerous significant safety hazards;
 - all red-painted wood siding is “hazardous material” due to leaching lead paint;
 - lead was also detected in the soils within the drip-line of the wood siding.
- Concrete out building –
 - Interior, exterior and structural stability are significantly deteriorated;
 - numerous significant safety hazards;
 - asbestos-containing ceiling tiles are a “hazardous material”.
- Small 3-sided wooden shed –
 - fair condition.
- Apple orchard –
 - fair condition, with routine arbor maintenance.
- Grape arbor –
 - fair condition.

IV. Historic Preservation Mitigation Actions

In conjunction with the CCHPO, the following have been identified as the historic preservation mitigation actions to be undertaken by CCWRA and CCDFP:

General Roles and Responsibilities –

- CCWRA –
 - Remove/remediate/abate and/or otherwise resolve existing structural and environmental safety concerns associated with deteriorated/collapsed agricultural structures.
 - Transfer property to County of Chester, or otherwise provide property rights to County of Chester, for CCDFP to assume permanent management and maintenance of the property as part of Hibernia County Park for public access and recreational and historic interpretive uses, and to fulfill the terms of the USDA grant used to purchase the property.
 - Maintain access rights to and through the property for CCWRA, its contractors, etc. and farmers operating the adjacent fields.
- CCDFP –
 - Assume permanent management and maintenance responsibilities of the property as part of Hibernia County Park for public access and recreational and historic interpretive uses, and to fulfill the terms of the USDA grant used to purchase the property.

Historic Preservation Mitigation Actions

Overall Landscape –

- CCWRA
 - Conduct further photo-documentation of the barn prior to its demolition.
 - Engage an artist to prepare an illustrative historic sketch of the property to permanently document the historic landscape.
 - Prepare a public educational interpretive sign of the Rice Farm complex and provide it to CCDFP for installation on the property.
 - Work with CCDFP to plan for a pedestrian trail through the adjacent CCWRA property to connect the existing equestrian trail to the Rice Farm property for public access.
- CCDFP
 - Manage and maintain the property as part of Hibernia County Park for public recreational and historic interpretive uses, including –
 - Install the public educational interpretive sign at an appropriate location relative to removed and standing structures and features, such as near where the barn stood.
 - extend a pedestrian trail to the property from the existing equestrian trail;
 - maintain the existing unobstructed viewshed of surrounding agricultural setting;
 - provide for limited vehicular access and parking on the property (this would also support the public's use of the nearby lakeside berm for hiking, birding and other recreational uses);
 - provide a continuing public education program that fully interprets the historic aspects of the property for the public.

Farmhouse –

- CCDFP
 - Continue to make reasonable efforts to find a viable use or user for the house (e.g., an outpost ranger station, etc.) .
 - If no viable use/user can be identified and demolition of the house becomes necessary -
 - Establish public access to the property and limited parking (if not already provided) prior to demolition of the house
 - Preserve a foundation footprint of the farmhouse.

Summer Kitchen –

- CCDFP
 - Continue to use and maintain the building for storage or other use consistent with access and historic interpretation of the property for the public.

Remnants of Collapsed Run-In Wagon Shed

- CCWRA –
 - Remove and properly dispose of all structural debris in conjunction with demolition of the barn.
 - Attempt to preserve at least a portion or corner of foundation of the shed, depending upon cost and structural feasibility.

Dairy Barn

- CCWRA -
 - Conduct additional photo-documentation of the barn.
 - Engage an artist to prepare an illustrative historic sketch of the barn and property to permanently document the historic landscape that it collectively represents.
 - Demolish the barn (and adjacent concrete pad) -
 - Attempt to preserve the northwest corner of the original stone foundation of the barn, depending upon cost and structural feasibility.
 - Allow for salvage or re-purposing of interior wood, foundation field stone or other non-hazardous materials where physically, legally and financially feasible.
 - If necessary, conduct abatement of soils with lead at barn foundation to ensure property is safe for public use;
 - Properly remove and dispose of all hazardous material;
 - Properly bury onsite or otherwise dispose of all debris;
 - Grade and establish vegetation ground cover.

Concrete Out Building

- CCWRA –
 - There is no historic significance related to this building; it will be demolished in conjunction with demolition of the barn –
 - Properly remove and dispose of all hazardous material;
 - Properly bury onsite or otherwise dispose of all debris;
 - Grade and establish vegetation ground cover.

Small 3-Sided Wooden Shed

- CCDFP -
 - The shed will remain in place until such time as the house is removed/demolished or until the shed deteriorates to a condition that warrants its demolition.

Apple Orchard and Grape Arbor

- CCDFP –
 - The grape arbor will remain in place until the supporting wooden structure deteriorates to a condition that warrants its replacement or demolition.
 - The apple orchard will remain in place; some trees may be removed, if needed.

V. Mitigation Actions Completed to Date

Overall Property/Landscape

The property is currently closed to the public. CCWRA completed the following actions:

- CCWRA obtained the services of a professional historic preservation firm and had a Historic Resource Study of the property completed in 2014.
- CCWRA has asked for assistance from CCPC and the CCHPO to design and complete an interpretive display sign that is suitable for an interpretive/public educational kiosk. Both CCPC and CCHPO have agreed and have undertaken this task for CCWRA.
- CCWRA has discussed with CCDFP the concept of extending a pedestrian trail from the existing horse trail sometime in the future to allow public access to the Rice Farm site, and it appears to be a plausible concept that can be further considered in the future.

Conclusion – To provide full interpretation of the unique historic significance of the property and to fulfill the original purpose of the purchase of the property under the terms of the USDA grant to support recreational and historic preservation uses, the property should be transferred to the County of Chester and be opened for public use as part of Hibernia County Park in some manner that can be reasonably supported by the staff and resources of CCDFP.

Farmhouse

CCWRA undertook numerous efforts in attempt to find a suitable re-use or user for the structure and/or property –

- Requested that the County accept ownership of the property as was originally intended; however the County did not have any further need or use for the property and did not have the resources to maintain the property and its structures.
- Requested permission from the granting agency (USDA-Natural Resources Conservation Service (NRCS) to sell the property and return the proportionate share of grant funding to NRCS; however NRCS determined that the grant contract required that the property be retained and used in the manner for which it was originally purchased for the full life span of the total Hibernia Dam/reservoir project (50 years, or until 2046). NRCS indicated that the property could be transferred to another government entity or a non-profit conservation organization, but still must be used for its original intended purpose under the grant for the life span of the dam/reservoir project.

- Inspected the house for potential of re-use as a residence and concluded that without substantial investment it cannot be viable as a rental or permanent residence.
- Requested interest in use of the house or property from West Caln Township; however the Township responded that they had no use and were not aware of any entity that might be interested in using the property.
- Requested interest in use of the house or property from the non-profit organizations operating within the region that own and manage historic and open space properties (Natural Lands Trust, Brandywine Conservancy); however both organizations responded that they had no use and were not aware of any entity that might be interested in using the property.
- Requested interest in use of the house or property from Chester County Conservation District; it was initially considered for its potential to serve as a satellite office, but it was determined to not be a viable option.

Conclusion – no suitable use or user could be identified for the house or property. CCWRA will recommend that CCDFP maintain the house and continue to pursue a viable use or user for at least another year. If no viable use or user can be found, then CCDFP can consider demolition of the house while preserving a footprint, as described above.

Summer Kitchen

The summer kitchen remains in fair condition with no needed work at this time. It is locked, but has been recently broken into by vandals.

- The lock and door will be resecured by CCDFP.

Conclusion – the Summer Kitchen has been used for light storage, and requires minimal maintenance because of the stone walls and metal roof. CCWRA will recommend CCDFP maintain the building for historic purposes and potential future storage, or other use as described above.

Run-In Wagon Shed

The wagon shed was in extremely deteriorated condition and falling down under its own weight.

- Due to extreme public safety concerns, the building had to be collapsed by CCDFP in summer of 2012 (just prior to the Historic Resource Study).

Conclusion - Removal of the shed debris will be completed by CCWRA along with the barn, as described above.

Dairy Barn

CCWRA undertook the following efforts to identify future use or alternatives for the barn:

- CCDFP has confirmed that they have no need or use for the barn and could not use the barn given its current deteriorated condition.
- The barn is being used for storage of some miscellaneous items of little or no value.
- The barn was documented in the Historic Resource Study, which indicates that the barn is severely deteriorated.
- CCWRA previously had the barn inspected by a structural engineer and was advised that repair of the structure to safe and fully functional form would be difficult and expensive.

- CCWRA consulted with the CCHPO who concluded that the Rice Farm property was subdivided by previous owners and now is too small to provide on-property livestock pasture, therefore the barn no longer has pastures to support livestock, so the barn is no longer viable for use for dairy/farming purposes.
- The CCHPO concurred that because of the severely deteriorated condition of the barn demolition is acceptable, however prior to demolition, an historic preservation mitigation plan is needed, as presented herein.
- CCWRA requested assistance from the CCHPO and the Chester County Planning Commission (CCPC) to conduct additional photo-documentation of the barn and farm, and both agreed to assist. The additional documentation was completed in September 2015.
- With assistance from the CCHPO, CCWRA received a cost proposal from an historic sketch artist to illustrate the barn and other structures on the property.
- In 2015, CCWRA has confirmed through testing that all red-painted siding of the barn (and wagon shed) is classified as hazardous materials due to leaching lead paint and its removal and disposal must be handled in a manner consistent with federal and state laws and regulations for hazardous materials, hazardous wastes, and worker safety.
- Lead was also detected by laboratory testing in the soils within the drip-line of the siding and CCWRA is working to determine what if any abatement is appropriate for the detected levels to ensure the property will be safe for public use.

Conclusion – upon completion of the photo-documentation and sketch artist work, CCWRA will have the barn demolished, preserving the northwest corner of the foundation wall, if possible, as described above.

Concrete Outbuilding

This structure is in extremely deteriorated condition and was not listed with any historic significance in the Historic Resource Study. CCWRA has undertaken the following actions:

- CCWRA has confirmed through testing that the ceiling tiles contain asbestos and must be removed and disposed of in accordance with state and federal laws and regulations regarding hazardous materials, hazardous waste, and worker safety.

Conclusion – the building is deteriorated beyond any useful function; CCWRA will demolish the remaining structure in conjunction with the barn, as described above.

Small Wooden Shed

This structure was not included in the Historic Resources Study and has not been indicated as having significant contribution to the historic value of the property. It is in fair condition.

Conclusion – it is recommended that the shed remain in place until such time as the house is removed/demolished or until the shed deteriorates to a condition that warrants its repair or demolition, as described above.

Prepared by and Return to:

Helen J. Esbenshade, Esquire
Lamb McErlane PC
24 E. Market Street
P.O. Box 565
West Chester, PA 19381
UPI # 28-6-41.1

Deed

This Indenture, is made this _____ day of _____, 2021, by and between the **CHESTER COUNTY WATER RESOURCES AUTHORITY**, a municipal authority organized and existing under the Pennsylvania Municipality Authorities Act with its registered office located at 601 Westtown Road, Suite 260, West Chester, PA 19382 (the "Grantor"), of the first part,

and

the **COUNTY OF CHESTER**, a Pennsylvania county of the third class organized and existing under the Pennsylvania County Code with its registered office located at 601 Westtown Road, West Chester, PA 19380 (the "Grantee"), of the second part.

Witnesseth, that the said Grantor for and in consideration of the sum of **One Dollar 00/100 (\$1.00)** lawful money of the United States of America, unto it well and truly paid by the said Grantee, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, have granted, bargained and sold, released and confirmed, and by these presents do grant, bargain and sell, release and confirm unto the said Grantee

ALL THAT CERTAIN tract of land Situate in the Township of West Caln, County of Chester, Commonwealth of Pennsylvania, bounded and described according to a survey made 8/9/1968 by Berger & Hayes, Inc., Consulting Engineers and Surveyors as follows:

BEGINNING at a spike on the center line of Hibernia Road (T-415) a corner of land remaining of Gerald F. Thompson, said point also being located 939 feet from the center line of L.R. 15121, as measured along the said center line of Hibernia Road (T-415); thence along the land remaining of Gerald F. Thompson the following 5 courses and distances to wit: (1) South 48 degrees 48 minutes East 304.16 feet to an iron pin; (2) South 69 degrees 33 minutes 40 seconds East 329.45 feet to an iron pin; thence (3) South 13 degrees 51 minutes West 159.13 feet to an iron pin; thence (4) North 72 degrees 59 minutes West 383.50 feet to an iron pin; thence (5) North 50 degrees 44 minutes West 329.16 feet to a spike on the aforesaid center line of Hibernia Road (T-415); thence along the said center line of Hibernia Road (T-415) North 39 degrees 16 minutes East 192.88 feet to the first mentioned point and place of beginning.

CONTAINING 2.747 acres of land be the same more or less.

UNDER AND SUBJECT, nevertheless, to certain conditions and restrictions and rights retained by Grantor as set forth in full in Exhibit "A" hereto, incorporated herein by reference as thought fully set forth at length herein.

BEING UPI NO. 28-6-41.1

BEING the same premises which Gary R. Stroupe and Traci L. Maloof, now known as Traci L. Stroupe, h/w, by Deed dated May 15, 1995 and recorded on May 17, 1995 in Chester County in Record Book 3892 page 0484 conveyed unto the Chester County Water Resources Authority in fee.;

Together with all and singular the buildings and improvements, ways, streets, alleys, driveways, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever unto the hereby granted premises belonging, or in anywise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it, the said Grantor, as well at law as in equity, of, in and to the same;

To have and to hold the said lot or piece of ground described above, with the buildings and improvements thereon erected, hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, to and for the only proper use and behoof of the said Grantee, its successors and assigns, forever;

Under and Subject, nevertheless, to the right of Grantor to the free and common use, right, liberty and privilege of Grantor with Grantee to the aforesaid described property; Grantor hereby retains a perpetual surface and sub-surface easement in, over, upon and under the property for access to adjacent properties owned by Grantor and to monitor and to take all actions necessary to assure compliance with the terms, conditions and restrictions hereinafter provided, under and subject to which this conveyance is made;

And Further Under and Subject, nevertheless to the terms, conditions and restrictions set forth more particularly in Exhibit "A" attached hereto and incorporated herein as though fully set forth at length, it being understood that the real property described herein was acquired by Grantor with the participation of the United States Department of Agriculture, Natural Resources Conservation Service and, except as provided in Exhibit "A", may not be used, disposed of or sold except in accordance with applicable federal regulations;

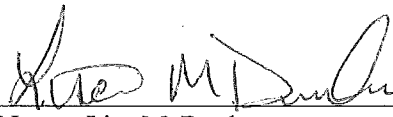
And the said Grantor does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, its successors and assigns, against it, the said Grantor, will warrant and defend against the lawful claims of all persons claiming by, through or under the said Grantor but not otherwise.

signature page to follow

In Witness Whereof, the Chairman of the herein-named Grantor has hereunto set his hand. Dated the day and year first above written.

Sealed and Delibered
IN THE PRESENCE OF US:

CHESTER COUNTY WATER
RESOURCES AUTHORITY

By:  {SEAL}
Name: Lisa M. Donlon,
Title: Chair

ATTEST:


(Assistant) Secretary

The precise address of the Grantee is:

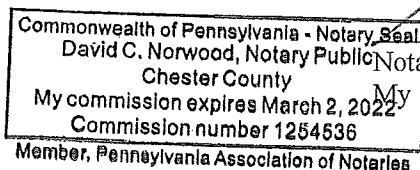
313 Market Street
Suite 6202
West Chester, PA 19380

On behalf of the Grantee

COMMONWEALTH OF PENNSYLVANIA }
COUNTY OF CHESTER } SS

On this, the 25TH day of JAN, 2021, before me, the undersigned Notary Public, personally appeared Lisa M. Donlon, who acknowledged herself to be the Chair of the Chester County Water Resources Authority, and that as such Chairman, executed the foregoing Deed for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



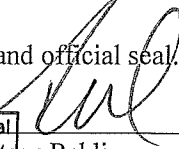
 DAVID C. NORWOOD
Notary Public
My commission expires 3/2/2022

EXHIBIT "A"

Deed	UPI # 28-6-41.1 Chester County Water Resources Authority TO County of Chester County Property: West Caln Township Chester County, PA	
-------------	--	--

Exhibit "A"

Terms, Conditions, Covenants and Restrictions

1. Acceptance of the within Deed constitutes an acknowledgement that the real property described was purchased with the assistance of the United States Department of Agriculture, Natural Resources Conservation Service (NRCS) and, as such, is subject to certain terms, conditions, covenants and restrictions as set forth herein and in the Watershed Protection and Flood Protection Act, as amended (16 U.S. C. Sections 1001 to 1008, 1010 and 1012), all Federal regulations promulgated thereunder and a Watershed Work Plan Agreement dated July 23, 1962, as supplemented from time to time, for Brandywine Creek Watershed Hibernia Dam (PA-436F).
2. The real property described in the within Deed shall not be sold or otherwise disposed of except to a public agency which will continue to maintain and operate the property in accordance with an Operation and Maintenance Agreement entered into between the Chester County Water Resources Authority and NRCS in connection with the Brandywine Creek Watershed Hibernia Dam (PA-436F), as it may be amended, replaced or extended from time to time.
3. The real property described within the Deed was purchased by the Chester County Water Resources Authority by request of Chester County Department of Parks and Preservation to support the recreational use of Hibernia County Park and to maintain the property for historic preservation. Acceptance of the Deed within constitutes an acknowledgement that the property will be managed and maintained to provide access and full historic interpretation of the property for the public. Management of the property will be guided by the Rice Farm Historic Preservation Mitigation Plan dated February 12, 2016.
4. The real property described in the within Deed shall not be sold or otherwise disposed of, or the use thereof modified, except in accordance with approval and instructions from NRCS.
5. Grantee shall not, at any time in connection with the ownership, use, disposal, maintenance and operation of the property, discriminate on the basis of race, color, national origin, age, disability, and where applicable, sex (including gender identity and expression), marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal or because all or a part of an individual's income is derived from any public assistance program.
6. Construction of inhabitable dwellings upon any portion of the real property described which is located below the top of dam elevation of the Hibernia Dam is prohibited.
7. Acceptance of the within Deed is an acknowledgement of the potential risk of flood damages of any area of the real property described below the top of dam elevation of the Hibernia Dam.
8. The terms, conditions, covenants and restrictions contained in 1 through 7 hereinabove shall expire and be of no further force and effect upon the expiration of the Operation and Maintenance Agreement referenced in paragraph 2 above.

**THE COUNTY OF CHESTER
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION No. 05-21**

**RESOLUTION OF THE CHESTER COUNTY COMMISSIONERS AUTHORIZING
EPA GREEN POWER PARTNERSHIP AGREEMENT**

WHEREAS, since 2005, Chester County has been committed to reducing its use of energy sources that generate greenhouse gases, and

WHEREAS, the County has implemented multiple initiatives that have reduced the County's energy consumption by 5.56% compared to 2018, and

WHEREAS, as of March 9, 2020, the County entered into a renewable electric supply purchase agreement to offset 100% of its electricity supply, and in furtherance of its effort, the County has entered into a subsequent agreement to continue to offset 100% of its electric supply with renewable energy sources through January 1, 2024; and

WHEREAS, the County and its residents benefit from the reduction of greenhouse gas emissions resulting from the use of new renewable energy supplies; and

WHEREAS, the United States Environmental Protection Agency has invited the County to participate in the Green Power Partnership (Partnership) in recognition of the County's purchase of renewable energy electric supplies, and

WHEREAS, participation in the Partnership is voluntary, requires only the annual reporting of the County's purchase of renewable generated electric supply on the anniversary date of the County's electric supply purchase agreement, and provides the opportunity for the County to continue to demonstrate leadership and encourage other local governments, businesses, and organizations to purchase electricity from renewable energy sources,

NOW, THEREFORE, BE IT RESOLVED, that in consideration of the foregoing, the Chester County Board of Commissioners hereby authorizes the Chair to execute the Green Power Partnership Agreement, and further authorizes the Director of the Department of Facilities to sign and submit any documentation needed to continue the County's participation in the Partnership.

THIS RESOLUTION, adopted this ____ day of _____, 2021, by the
Chester County Board of Commissioners.

COMMISSIONERS:

Marian D. Moskowitz, Chair

Josh Maxwell, Commissioner

Michelle Kichline, Commissioner

ATTEST:

Robert J. Kagel, Chief Clerk

(As Chief Clerk, I hereby attest that any copy of this document not bearing original signatures is a true and correct copy of the original.)

Partnership Agreement



The EPA Green Power Partnership encourages the voluntary use of green power to reduce the risk of climate change. Partners benefit from the use of green power, while supporting the development of new, renewable energy in the United States. To learn more visit www.epa.gov/greenpower.

By joining EPA's Green Power Partnership, Partners commit to:

- Use green power that meets or exceeds Partnership requirements.
- Report on green power use annually.
- Use the Green Power Partner mark in a manner that is consistent with Partner mark use guidelines, available at www.epa.gov/greenpower/green-power-partner-mark-use-and-display-guidelines

In return, EPA commits to:

- Provide public recognition.
- Provide procurement and communications assistance, as requested by Partner.
- Provide a brief description of the Partner's green power commitment on the Green Power Partnership website.

General Terms:

- Either party can terminate this agreement at any time without prior notification or penalties and with no further obligation. EPA will not comment publicly regarding the withdrawal of Partners.
- Partner agrees that the activities it undertakes connected with this voluntary agreement are not intended to provide services to the federal government and that the Partner will not seek compensation from a federal agency.
- Partner agrees that it will not claim or imply that its participation in the Green Power Partnership constitutes EPA approval or endorsement of anything other than its participation in the program and will not make statements or imply that EPA endorses the purchase or sale of the Partner's products and services or the views of the Partner organization.
- EPA may post and/or share information about the Partner's green power use publicly.
- EPA may periodically revise program benchmark levels or other eligibility requirements.

Key Green Power Partnership Requirements

Your Organization's Electricity Use If your annual electricity use is...	Green Power Partner Requirements You must, at a minimum, use this much green power
≥ 100,000,001 kWh	7% of your use
10,000,001 - 100,000,000 kWh	10% of your use
1,000,001 - 10,000,000 kWh	25% of your use
100,000* - 1,000,000 kWh	50% of your use

*Organizations that use more than 100,000 kWh are eligible for Partnership.

- Eligible green power includes electricity generated from solar, wind, geothermal, biogas, and certain forms of biomass and hydropower.
- Green power must be sourced from eligible U.S.-based generation facilities.
- Requirement can be met with any combination of green power products (i.e., utility product, RECs, or on-site generation).
- Partner purchases must be voluntary and incremental to the renewable electricity included in the standard electricity service.
- Requirements must be entirely met with power from "new" renewable facilities (i.e., installed within the last 15 years).
- Partners may join organization-wide (U.S. operations only), at the facility-level, or a logical aggregation of facilities less than organization-wide.

More details are available in the Partnership Requirements Document, www.epa.gov/greenpower/requirements-green-power-partnership

**PLEASE FAX PAGE 2 OF PARTNERSHIP AGREEMENT TO (617) 227-1025 (contractor in support of EPA)
OR EMAIL TO critchfield.james@epa.gov (must be signed and scanned).**

Authorizing Official:

On behalf of _____, the undersigned understands and agrees to the terms of the Partnership.
(Name of organization or entity)

Signature: _____ Title: _____
Print Name: _____ Date: _____

Primary Contact:

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email (required): _____

Public Relations Contact (optional):

Name: _____
Title: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____
Email: _____

Electricity and Green Power Information

Reporting Period: The electricity and green power information listed below covers the following 12-month period.

Reporting Period Start Date _____ Reporting Period End Date _____

Annual electricity use of participating entity: _____ kWh/year (must be > 100,000 kWh)

Purchased Green Power

Green power purchase: _____ kWh/year

Contract details

Start date: _____ End date (if applicable): _____

Green power resource mix

% biogas % biomass % geothermal
% small hydro % solar % wind

Product certification (third party):

☐ Green-e ☐ Not certified ☐ Other

If other, by whom?

Name of green power provider(s):

Green power product name(s):

On-site Use of Green Power

Green power generation: _____ kWh/year*

Resource type: ☐ biogas ☐ biomass ☐ geothermal
☐ small hydro ☐ solar ☐ wind

Was the on-site unit installed in the last 15 years? ☐ Yes ☐ No

Installed capacity: _____ kW

Location of on-site generation (ZIP code):

Installation ownership: ☐ self ☐ other

If other, by whom?

* EPA will only count as green power kWh generated from on-site installations for which the participating entity owns the rights to the renewable energy credits (RECs).

Motivating factors behind your green power use (optional) (check all that apply)

- | | | |
|---|--|--|
| ☐ Brand or product differentiation | ☐ EPA recognition | ☐ Reduce carbon footprint |
| ☐ Cost stability or savings | ☐ LEED certification | ☐ Support economic development & job creation |
| ☐ Demonstrate environmental leadership | ☐ Meet sustainability goals | ☐ Support renewable energy development |
| ☐ Other | | |

The government estimates the average time needed to fill out this form is 1.96 hours and welcomes suggestions for reducing this level of effort. Send comments (referencing OMB control number) to the Director, Collection Strategies Division, U.S. EPA (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460.

**PLEASE FAX PAGE 2 OF PARTNERSHIP AGREEMENT TO (617) 227-1025 (contractor in support of EPA) OR
EMAIL TO critchfield.james@epa.gov (must be signed and scanned).**

**THE COUNTY OF CHESTER
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION No. 06-21**

**RESOLUTION OF THE COUNTY OF CHESTER, CHESTER COUNTY,
PENNSYLVANIA, TO SUPPORT NAMING AN UNNAMED 1.9-MILE-LONG
TRIBUTARY OF THE WEST BRANCH BIG ELK CREEK IN LOWER OXFORD
TOWNSHIP AND THE BOROUGH OF OXFORD IN CHESTER COUNTY AS BLACK
WALNUT CREEK**

WHEREAS, the U.S. Board on Geographic Names is a Federal body which was created in 1890 and established in its present form by Public Law in 1947 to maintain uniform geographic name usage throughout the Federal Government has requested comments from the County of Chester regarding a proposed stream name; and

WHEREAS, an unnamed tributary 1.9 mi. long that starts in the Borough of Oxford at 39°47'23"N, 75°58'11"W, flows east northeast into Lower Oxford Township to enter the West Branch Big Elk Creek; and

WHEREAS, a 2017 FEMA map used the designation "Tributary of Tributary 3 of West Branch Big Elk Creek" for this stream and for a tributary of this stream, even though the stream flows directly into West Branch Big Elk Creek; and

WHEREAS, the proponent, Gerald Iler of Oxford, PA, proposed to name the tributary Black Walnut Creek to reflect the natural features of numerous black walnut trees (*Juglans nigra*) along the stream; and

WHEREAS, the tributary has been designated in the Pennsylvania Code as a *High Quality - Trout Stocking Fishery* stream which illustrates that this stream is highly valued for its water quality and relatively unspoiled character; and

WHEREAS, officially naming streams is an important and worthwhile effort to increase awareness of the general public to the presence of streams as important natural features within their communities, and to enhance the public's connection to the benefits of these waterways; and

WHEREAS, named streams are more likely to receive recognition, public support, and protection than unnamed streams.

NOW, THEREFORE, BE IT RESOLVED that the Board of Chester County Commissioners supports the application to the U.S. Board on Geographic Names to name the unnamed tributary as Black Walnut Creek and agree to approve the proposed name and sign the Geographic Name Proposal Recommendation, a copy of which is presented to the Commissioners.

THIS RESOLUTION adopted this _____ day of _____, 2021, by the Board of Chester County Commissioners and is effective immediately upon adoption.

COMMISSIONERS:

Marian D. Moskowitz, Chair

Josh Maxwell, Commissioner

Michelle Kichline, Commissioner

ATTEST:

Robert J. Kagel, Chief Clerk

(As Chief Clerk, I hereby attest that any copy of this document not bearing original signatures is a true and correct copy of the original.)

**An Inter-Governmental
Agreement for a Southeast Pennsylvania Regional
Household Hazardous Waste Education,
Collection and Management Program**

THIS AGREEMENT, made and entered into this the ____ day of _____ 2021, by, and between and among the Southeastern Pennsylvania Counties of Bucks, Chester, Delaware, Montgomery, and Philadelphia, (hereinafter referred to as Parties)

WITNESSETH:

WHEREAS, the Parties, referenced above, have resolved to enter into this Agreement to define the participation and expectations of each Party and to coordinate the collection and management of HHW and when deemed necessary, the implementation of a joint education and publicity program; and

WHEREAS, the Pennsylvania Small Business and Pollution Prevention Act of 1996 (Act 190) authorizes the establishment of Hazardous Waste Collection and Disposal Grant Programs; and

WHEREAS, hazardous household waste (HHW) is defined in the Pennsylvania Small Business and Pollution Prevention Act of 1996 (Act 190) as “a waste which would be chemically or physically classified as a hazardous waste but is excluded from regulation as a hazardous waste pursuant to the regulations of the Pennsylvania Department of Environmental Protection (PADEP) because it is generated by a household;” such HHW consisting of numerous products common to the average household, such as pesticides, paints, polishes, cleaners, and automotive supplies, and may include the acceptance of computers and their peripherals, and televisions (non-console type); and

WHEREAS, each Party to this Agreement has provided a representative to a regional planning committee (Committee) to coordinate the activities of the program; and

WHEREAS, the Parties have successfully conducted a regional household hazardous waste collection program since 1998, and have determined that a regional cooperative HHW Education, Collection and Management program has provided increased convenience/participation and a lower cost per participant and cost savings to all Parties; and

WHEREAS, the Committee has selected an HHW collection contractor, based upon a competitive selection process,

NOW, THEREFORE, in consideration of the mutual goals and covenants contained herein, and the mutual benefits to result therefrom, the Parties agree as follows:

1. The purpose of this Agreement is to continue the Regional HHW Education, Collection and Management Program to affect cost savings, increase public convenience and participation, and educate the public about the proper management of HHW.

2. The term of this Agreement shall become effective on January 1, 2021 and conclude December 31, 2022.

Each Party shall have the right to terminate its participation under this Agreement at any time during the term of the Agreement for any reason, including, but not limited to its own convenience. If any party under this Agreement elects to terminate its participation under the Agreement, the withdrawing Party shall give the other Parties thirty- (30) days written notice of the termination. Any Party withdrawing from this Agreement must meet all financial commitments up to the point of the withdrawal.

3. The Committee shall agree to operate by majority vote to determine the actions recommended for approval by the respective Parties subject to the rules and regulations of each of the Parties and the Commonwealth.

4. The Parties have jointly developed and issued a Request for Proposal for collection services and each Party has entered into a separate contract with the one collection contractor that has been mutually selected by all Parties. The terms and conditions of those contracts shall be subject to the approval of each Party to this Agreement.

5. The Parties enter into this Agreement with the intent of providing funds on an annual basis, to sustain the program and to support the activities of the Committee.

6. Upon execution of this Agreement the Parties accept the PADEP's offer to provide Act 190 grant assistance for 50% of eligible program costs up to \$500,000, but not more than \$100,000/Party per year.

7. The Parties agree to accept HHW from residents of each other's jurisdictions, with the understanding that each Party will maintain an accounting of these cross-jurisdictional amounts and provide reimbursement if deemed necessary.

8. The collection vendor is required to have all required insurance and assume RCRA generator status as required under Act 190, Section 205(i).

9. Annually each Party shall complete a PADEP Application for Registration Household/Small Business Hazardous Waste Collection Program. Each Party will select its respective collection event sites and schedule in conjunction with the other Parties.

10. The collection contractor will bill the host Party (the county in which a collection event takes place) separately after each collection event and the host Party will pay the contractor according to the terms of the contract.

11. Each Party will prepare and submit their respective disbursement request for all eligible program related costs directly to the PADEP regional office.

12. In the event the Parties collectively agree to develop an education and publicity program each Party will enter into a separate contract with the one vendor that has been mutually selected by all the Parties. The education/publicity vendor contract costs will be shared equally by all Parties. The education/publicity vendor will bill each Party separately and each Party will pay the vendor according to the terms of the contract.

13. This Agreement shall be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same instrument. This Agreement shall be deemed effective and legally binding upon execution by each of the Parties hereto.

This Agreement shall be renewable by any and all Parties for additional terms at the discretion of the Parties.

IN WITNESS WHEREOF, the Parties hereto have approved and caused these presents to be signed.

COMMISSIONERS:

Marian D. Moskowitz, Chair

Josh Maxwell, Commissioner

Michelle Kichline, Commissioner

ATTEST:

Robert J. Kagel, Chief Clerk

MEMORANDUM OF UNDERSTANDING
By and Between
The City of Philadelphia and SEPA Regional Partners

This **MEMORANDUM OF UNDERSTANDING** (“Agreement”) is entered into this _____ day of _____, 2021 (the “Effective Date”), by and between the City of Philadelphia by and on behalf of the Office of Innovation and Technology (the “City”), and the Southeastern Pennsylvania Regional Partners (“SEPA Partners”) (collectively, the “Parties”), for the purpose of setting forth the Parties’ promises and agreements with respect to the installation of a dark fiber network (“Network”) that will be used to establish a regional Emergency Services Internet Protocol network (“ESInet”).

WHEREAS, SEPA Partners desire to establish a regional ESInet to assist with interoperability and delivery of 911 and disaster recovery services to the public; and

WHEREAS, the City is the recipient of a grant (the “PEMA Grant”) from the Pennsylvania Emergency Management Agency under the 9-1-1 Statewide Interconnectivity Funding Program in the amount of \$5,877,065.00 to pay the costs of the ESInet; and

WHEREAS, the City has engaged Crown Castle Fiber (“CCF”) to install a public safety grade, geo-diverse dark fiber telecommunications network that has the capability of supporting multiple public safety voice, data and video applications, the terms of which engagement are set forth in Contract No. 2020602 (the “CCF Contract”) between the City and CCF; and

WHEREAS, the installation of dark fiber will take place on, or otherwise touch, various beginning and endpoint locations that are owned and/or controlled by individual SEPA Partners as further detailed in this Agreement; and

WHEREAS, the Parties desire to memorialize their understanding of the rights and responsibilities of each Party with respect to the installation of the dark fiber network.

NOW THEREFORE, the City and SEPA Partners, in consideration of the promises and agreements set forth below, together with other good and valuable consideration, the sufficiency of which is acknowledged by both the City and SEPA Partners, and intending to be legally bound, agree as follows:

1. **RECITALS.** The foregoing Recitals are incorporated in and made a part of this Agreement.
2. **TERM AND RENEWAL; SURVIVAL.**
 - a. **Term.** The term of this Agreement shall be for a one (1) year period commencing on the Effective Date and ending on the one-year anniversary of such date (the “Initial Term”) with the option to automatically renew this Agreement for additional one-year renewal periods until the conclusion of the City’s engagement with CCF unless the City provides SEPA Partners with notice, as set forth in Section 3 below. All terms and conditions of this MOU shall remain in effect at the time of renewal, unless the City and Parties hereto mutually agree in writing to amend the terms and conditions.

¹ The SEPA Partners are each a “Party” to this Agreement and include the following counties: Delaware County, Chester County, Berks County, Montgomery County, Bucks County and Philadelphia County. The City and SEPA Partners are collectively referred to as “Parties” herein.

- b. **Survival.** The following terms of the Agreement shall survive any termination of the Agreement by failure of the City or any Party to renew as provided in Subsection 2(a): Sections 5, 8, 9, 10, 11, 12 and 13(b), (c), (e), and (h).

3. **TERMINATION OF AGREEMENT.**

The City may terminate this Agreement with any or all SEPA Partners for any reason, including for convenience, as long as it provides at least one hundred and twenty (120) days written notice. The Parties further recognize and agree that no Party is obligated to any other Party, and that nothing in this Agreement permits a Party to obligate any other Party, for any costs associated with termination under applicable tariffs, contracts or agreements.

4. **FUNDING ARRANGEMENT.**

The City agrees that it shall have sole responsibility for all costs associated with CCF's construction, installation and maintenance of the dark fiber network. The Parties acknowledge that it is intended that all costs of ESInet will be paid from funds under the PEMA grant, and that no Party is obligated hereunder to make any payments for ESInet from any source of funds other than funds paid under the PEMA grant.

5. **RESTRICTED USE.**

The Parties shall not take any action or utilize the Network in any way that will jeopardize the goal of implementing an interoperable regional ESInet.

6. **DARK FIBER NETWORK LOCATIONS.**

- a. CCF will provide all of the construction and fusion splicing to connect network locations.

The dark fiber beginning points ("A Locations") and end points ("Z Locations") are referenced on **Exhibit A** hereto. The dark fiber network is depicted on Attachment 1 (Network Diagram) and Attachment 2 (Network Map) to **Exhibit A**. Certain "A" or "Z" Locations are located on property owned and/or controlled by individual SEPA Partners as indicated on **Exhibit A**. SEPA Partners will provide access to CCF to their respective "A" or "Z" Locations for the purpose of constructing, installing and maintaining the dark fiber network.

- b. The City will require CCF to coordinate with the respective SEPA Partner's Point-of-Contact (POC) prior to entering premises belong to the SEPA Partner for whatever reason relating to the dark fiber network, including but not limited to installation and construction.

7. **MAINTENANCE.**

In its contract with CCF, the City will include provisions requiring CCF to provide support and maintenance services for the dark fiber network. Support and maintenance is governed by the terms set forth in Attachment 5 to Exhibit PA-1 of the CCF Contract. Payment of costs for maintenance is governed by Section 4, above.

8. **CONFIDENTIALITY.**

The Parties, during the term of this Agreement or at any time thereafter, shall not, without the express written mutual consent, directly or indirectly divulge or use for its own benefit or for the benefit of any other third party, any of each other's trade secrets, proprietary data, or any other confidential information communicated to or otherwise learned or acquired during their mutual relationship. However, the Party may disclose such information to the extent that such disclosure is required during their relationship with each other, or if such disclosure is demanded by a court or other governmental agency of competent jurisdiction or as otherwise required by applicable law. Prompt notice shall be given by such Party to the applicable other Party to provide that Party with any opportunity to intervene to protect its information.

9. **NOTICES.**

Any notice ("Notice") which the Parties may be required to or may desire to give to another Party shall be in writing and shall be sent via first class U.S. Mail, or to such other person(s) or place(s) as may be designated in writing by one Party to the other Party. Contact information for each SEPA Partner for Notices pursuant to this Section 9 is set forth on **Exhibit B** hereto.

10. **INSURANCE.**

- a. The Parties, other than the City, shall, at their sole cost and expense, procure and maintain in full force and effect, Commercial General Liability insurance as specified below, or shall provide proof of self-insurance satisfying the requirements set forth in all of the immediately following paragraphs of this Section 10(a). The insurance shall be procured from reputable insurers admitted to conduct business on a direct basis in the Commonwealth of Pennsylvania or otherwise acceptable to the City. The insurance shall be written on an "occurrence" basis and not a "claims made" basis. The Parties, other than the City, shall provide for at least thirty (30) days written notice to be given to the City in the event coverage is materially changed, canceled or non-renewed. The other Parties (not the City of Philadelphia) shall include as additional insureds on their insurance, the City, its officers, employees and agents, per this written contract. The other Parties shall also deliver or cause to be delivered to the City a policy statement confirming that the coverage afforded to the City and its officers, employees and agents as additional insureds will be primary to any other coverage available to them.
- b. The City of Philadelphia is self-insured against claims to persons or property, subject to the immunities, rights and defenses available to the City of Philadelphia in accordance with the provisions of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. § 8541, et seq., as amended.
- c. **Commercial General Liability.**
Limit of Liability: \$2,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability. The limit may be met in combination with excess/umbrella coverage.
Coverage shall include premises operations; blanket contractual liability; personal injury liability; independent contractors; employees as additional insureds; cross liability; broad form property damage.

d. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE

1. Workers' Compensation: Statutory limits
2. Employers' Liability: \$100,000 Each Accident - Bodily Injury by Accident; \$100,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

All certificates of insurance evidencing the required coverage by each Party other than the City must specifically reference this Agreement for which they are being submitted and shall be submitted to the Deputy Chief Innovation Officer - Public Safety of the City's Office of Innovation and Technology at the address set forth in Section 10 above, and to the City's Risk Manager at 1515 Arch Street 14th Floor, Philadelphia, PA 19102-1595 (Attention: Debbie Lawton). Subsequent insurance certificates must be delivered to the City at least ten (10) days before each renewal term. The City reserves the right to require the other Parties to furnish written responses from its authorized insurance carrier representative to all inquiries made pertaining to the insurance required under this Agreement at any time upon ten (10) days prior written notice to such Party.

- e. The Parties may not self-insure any of the coverages required under this Agreement without the prior written approval of the City's Risk Manager. In the event that any one of the Parties desires to self-insure any of its coverages listed above, that Party shall submit to the City's Risk Manager, at the address stated above in Section 9 (Exhibit B), prior to the commencement of activity under this Agreement, a certified copy of that Party's most recent audited financial statement, and such other evidence of its qualifications to act as self-insurer (e.g. state approval) as may be requested by the City's Risk Manager. In the event such approval is granted, it is understood and agreed that the City, its officers, employees and agents shall be entitled to receive the same coverages and benefits under that Party's self-insurance program that they would have received had the insurance requirements been satisfied by a reputable insurance carrier authorized to do business in the Commonwealth of Pennsylvania or otherwise acceptable to the City. If at the time of commencement of the Term of this Agreement, a Party self-insures its and/or workers' compensation and employers' liability coverage, it may, in lieu of the foregoing, furnish to the City a current copy of the state certification form for self-insurance or a current copy of the State Insurance Commissioner's letter of approval, whichever is appropriate. The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit or reduce the indemnifications made in this Agreement by any Party, or to limit any Party's liability under this Agreement to the limits of policies of insurance (or self-insurance) required to be maintained hereunder.
- f. The City shall require CFF to obtain the insurance set forth in Article XV of the CCF Contract.
- g. The City shall require CCF to name each SEPA Partner as an additional insured on CCF's Commercial General Liability policy.

11. **INDEMNIFICATION.**

The SEPA Partners shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all losses, costs (including, but not limited to, litigation and settlement costs, counsel fees and expenses), claims, suits, actions, damages, liability and expenses, occasioned wholly or in part by such SEPA Partner's act or omission or negligence or fault or the act or omission or negligence or fault of such SEPA Partner's agents, subcontractors, independent contractors, suppliers, employees or servants in connection with 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, failure to pay such subcontractors and suppliers, any breach of this Agreement, and any infringement or violation of any proprietary right (including, but not limited to, patent, copyright, trademark, service mark and trade secret). This obligation to indemnify, defend and hold harmless the City, its officers, employees and agents, shall survive the termination of this Agreement.

12. **CITY NOT LIABLE FOR MALFUNCTION OR DEFECT TO DARK FIBER NETWORK.**

The City shall not be liable to the Parties for (a) defects to, or malfunctions of, the dark fiber network; (b) a defective or malfunctioning installation or construction of the dark fiber network by CCF or by any of CCF's subcontractors or agents; or (c) defects to, or malfunctions of, the dark fiber network that are solely the result of actions or instructions given to CCF by the Parties specific to the Z Locations (endpoints) located on their respective properties. The City shall not be liable for any interruption or interference with the operation of the Parties' facilities, or for any special, indirect or consequential damages arising in any manner from malfunctioning or defective fiber installed by CCF. The Parties shall promptly notify the City of any defects or malfunctions. The City shall use best efforts to cause CCF to remedy (a) any defects or malfunctions in the dark fiber network located on the Parties' properties or (b) any defects in the installation and construction of dark fiber network located on the Parties' properties.

13. **MISCELLANEOUS.**

- a. **Best Efforts.** The Parties shall make their best efforts to expedite the installation of the dark fiber network, including but not limited to, cooperating with CCF in accordance with CCF's contract with the City.
- b. **Assignability.** This Agreement shall inure to the benefit of and be binding upon the respective Parties and the City, and neither the City nor the Parties shall assign or permit a change in control of any of the rights granted pursuant to this Agreement, without the written consent of the other Party.
- c. **Applicable Law.** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

- d. **Entire Agreement.** This Agreement and any addenda and exhibits which may be attached hereto represent the entire agreement between the City and the Parties. There are no collateral or oral agreements or understandings. The Parties and its agents have made no representations, agreements, conditions, warranties, understandings or promises, either oral or written, other than as set forth herein, with respect to this Agreement. This Agreement shall not be modified in any manner or terminated before the expiration of the term as set forth in this Agreement except by an instrument in writing executed by the City or Parties. Without limiting the enforceability of Section 13(h) of this Agreement, it is expressly agreed by the City and Parties that the confidentiality provision shall survive expiration or termination of this Agreement. No waiver of any portion of this Agreement shall be valid unless in writing and agreed to by the Party against whom it is being enforced.
- e. **Severability.** The invalidity or unenforceability of any one or more provisions of this Agreement shall not affect the validity or enforceability of the remaining portions of this Agreement, unless the invalidity or unenforceability would substantially deprive a Party of the benefits of this Agreement.
- f. **Dispute Resolution.** The parties agree to exercise every reasonable effort to resolve disputes that may arise under the Agreement through informal negotiation and cooperation as follows:
1. Upon the written request of a Party, that Party and the City shall appoint a designated representative whose task it will be to meet for the purpose of endeavoring to resolve such dispute.
 2. The designated representatives shall meet as often as the affected Parties reasonably deem necessary in order to gather and furnish to the other all information with respect to the matter in issue which the affected Parties believe to be appropriate and germane in connection with its resolution. The representatives shall discuss the problem and attempt to resolve the dispute without the necessity of any formal proceeding.
 3. The specific format for the discussions shall be left to the discretion of the designated representatives.
 4. If the affected Parties are unable to resolve any dispute arising under the Agreement, unless they mutually agree otherwise in writing, the dispute shall escalated to be decided by management representatives of the effective Parties. This Article shall not be construed to limit or alter the provisions of Section 3 (*Termination of Agreement*).
 5. The City and Parties agree to use their best efforts to resolve disputes that may arise in relation to any term, condition, or provision of this Agreement by informal negotiation and cooperation. The City and Parties mutually agree that prior to commencement of any action in any court of competent jurisdiction, the City and Parties will attempt to resolve disputes concerning this Agreement by submission of such disputes to a committee (the "Dispute Resolution Committee") in accordance with the following provisions:

- i. Within thirty (30) days after formal notice of a dispute to either Party, each Party shall appoint one committee member, and the third committee member shall be appointed by the members appointed by the City and Parties. If the committee members appointed by the City and Parties fail to so agree on the third member within fifteen (15) days after their appointment, then said third member shall be appointed by an independent, neutral third Party or entity mutually selected by the City and Parties, upon application of either the City or Parties after reasonable notice to the other Party. In the event such third member requires compensation for serving as a member of the Dispute Resolution Committee, the City and Parties shall agree upon reasonable compensation to the mutual satisfaction of the City and Parties. Any Party appointing a member hereunder shall give notice of such appointment to the other Party within five (5) days of such appointment.
 - ii. The City and affected Party shall submit their positions with respect to a dispute (“Dispute Position(s)”) to the Dispute Resolution Committee within twenty (20) days from the date of appointment of the third Dispute Resolution Committee member. Copies of each Party’s dispute position submission shall be served on the other Party via first class mail, postage prepaid, or by hand delivery. Responses to each Party’s dispute position submission shall be made within ten days of the receipt of the other Party’s Dispute Position submission.
 - iii. The Dispute Resolution Committee shall schedule a meeting and provide each Party with the opportunity to present and discuss its dispute position with the Dispute Resolution Committee and with each other in the presence of the Dispute Resolution Committee.
 - iv. If the Dispute Resolution Committee fails to reach a resolution of the dispute at that meeting, then the Dispute Resolution Committee shall issue a written, non-binding memorandum of recommendation on resolution of the dispute.
- g. **No Joint Venture.** The City and Parties do not intend to create, and nothing contained in the Agreement shall be construed as creating, a joint venture arrangement of partnership between the City and Parties.
- h. **Survival.** Any and all provisions set forth in the Agreement which, by its or their nature, would reasonably be expected to be performed after the termination of the Agreement shall survive and be enforceable after such termination. Any and all liabilities, actual or contingent, which shall have arisen in connection with the Agreement, shall survive any termination of the Agreement. Any express statement of survival contained in any Section of the Agreement shall not be construed to affect the survival of any other Section, which shall be determined pursuant to this Section.
- i. **Other Party Interests.** Nothing in the Agreement, expressed or implied, is intended or shall be construed to confer upon or give to any person, firm, corporation, or legal entity, other than the Parties, any rights, remedies, or other benefits under or by reason of the Agreement.

- j. **Counterpart Signatures.** This Agreement may be signed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument Agreement.

{Rest of Page Intentionally Left Blank; Signatures Follow}

We agree to the above terms.

Approved as to form:
Marcel S. Pratt, City Solicitor

**OFFICE OF INOVATION AND
TECHNOLOGY, CITY OF
PHILADELPHIA:**

By: Rachel Castillo Rosser

Senior Attorney

Nadine Dodge
Deputy CIO, Public Safety

ATTEST:

COUNTY OF CHESTER:

Robert J. Kagel, Chief Clerk

Marian D. Moskowitz, Chair

*(As Chief Clerk, I hereby attest that any copy of
this document not bearing original signatures is a
true and correct copy of the original.)*

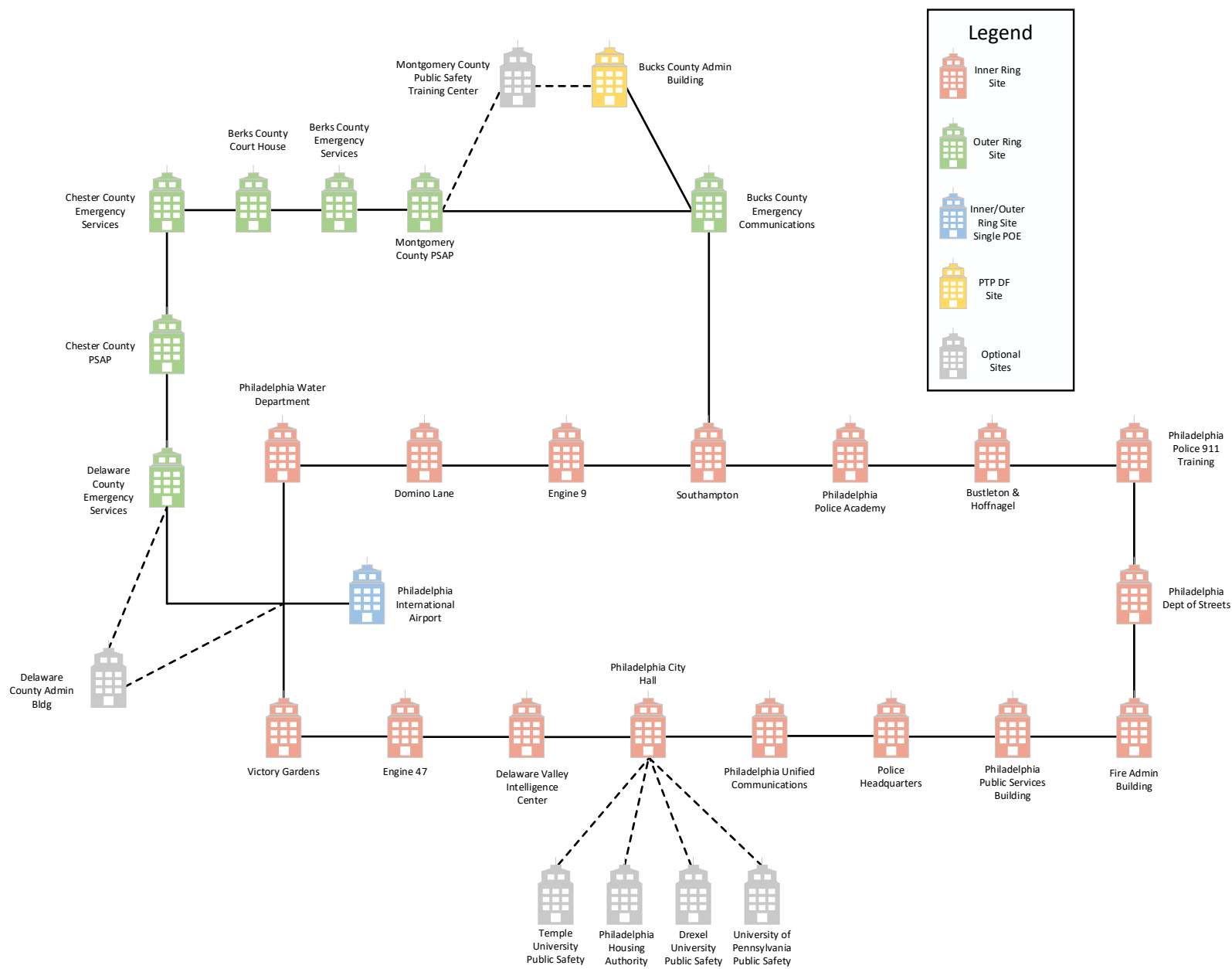
Josh Maxwell, Commissioner

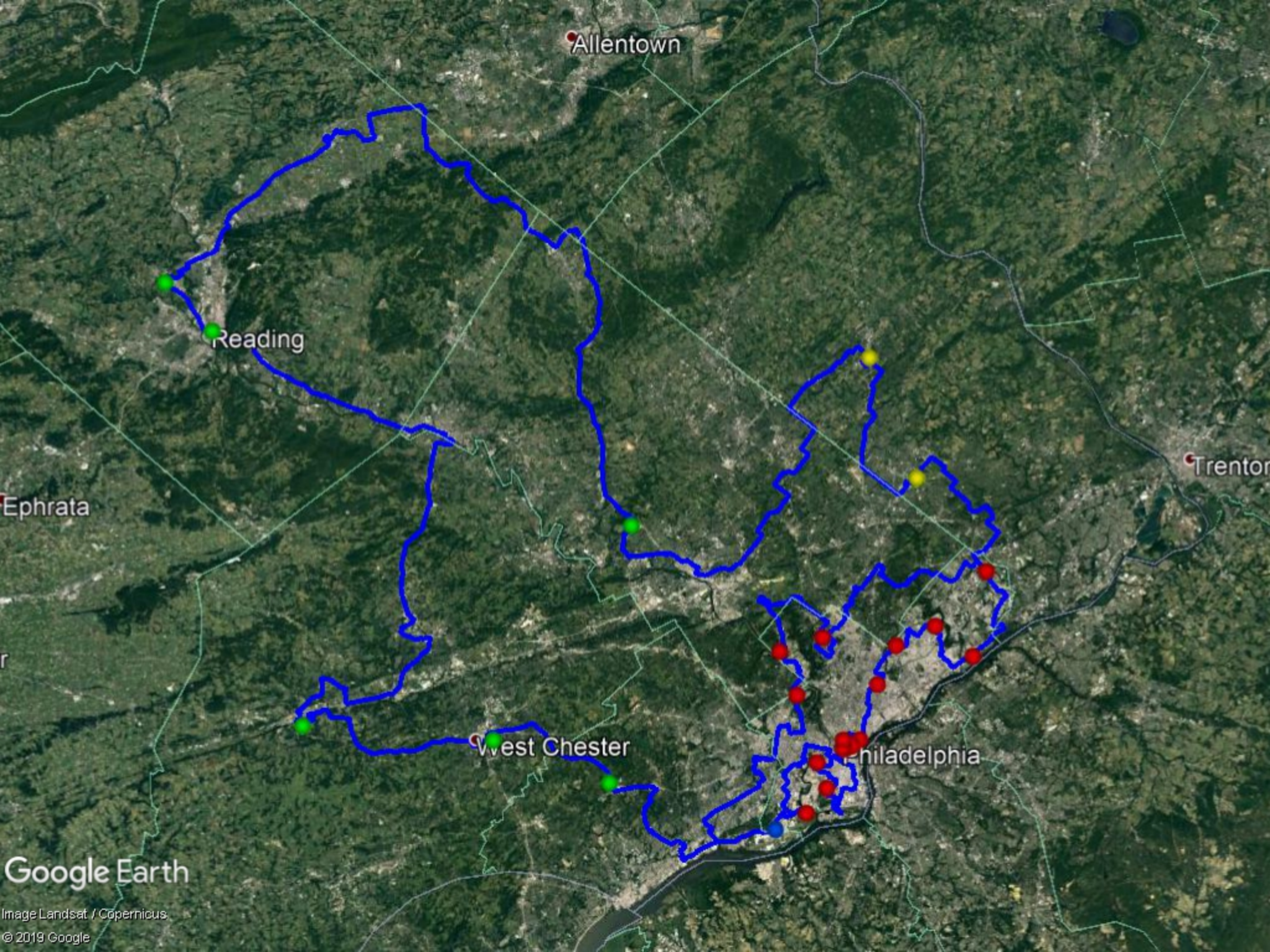
Michelle Kichline, Commissioner

Exhibit A
Dark Fiber Solution Services Locations

A Location Name	A Location	Z Location Name	Z Location
Radio Ring Dual Point of Entry ("POE")			
Southampton	2689 Southampton Road	Philadelphia Police Academy	8501 State Road
Philadelphia Police Academy	8501 State Road	Bustleton & Hoffnagle	8225 Bustleton Avenue
Bustleton & Hoffnagle	8225 Bustleton Avenue	Philadelphia Police Department 9-1-1	6100 Rising Sun Avenue
Philadelphia Police Department 9-1-1 Training	6100 Rising Sun Avenue	Philadelphia Dept. of Streets, Highway Services Garage	4040 Whitaker Avenue
Philadelphia Dept. of Streets, Highway Services Garage	4040 Whitaker Avenue	Fire Administration Building	240 Spring Garden Street
Fire Administration Building	240 Spring Garden Street	Public Safety Services Building	400 North Broad Street
Public Safety Services Building	400 North Broad Street	Police Headquarters	750 Race Street
Police Headquarters	750 Race Street	Philadelphia Unified Dispatch	1234 Market Street, 15th Fl
Philadelphia Unified Dispatch	1234 Market Street, 15th Fl	Philadelphia City Hall	1400 John F Kennedy Blvd
Philadelphia City Hall	1400 John F Kennedy Blvd	Delaware Valley Intelligence Center	2810 South 20th Street
Delaware Valley Intelligence Center	2810 South 20th Street	Engine 47	3059 Grays Ferry Avenue
Engine 47	3059 Grays Ferry Avenue	Victory Gardens	4925 Fort Mifflin Road
Victory Gardens	4925 Fort Mifflin Road	Philadelphia International Airport	8800 Essington Avenue
Philadelphia International Airport <single POE	8800 Essington Avenue	Philadelphia Water Department	4300 West Ford Road
Philadelphia Water Department	4300 West Ford Road	Domino Lane	329 Domino Lane
Domino Lane	329 Domino Lane	Engine 9	6900 Germantown Avenue
Engine 9	6900 Germantown Avenue	Southampton	2689 Southampton Road
Main Ring Dual POE *			

Philadelphia International Airport* <single POE	8800 Essington Avenue	Optional: *Delaware County Government Admin Bldg (Telco B)	201 N Front Street
Optional: *Delaware County Government Admin Bldg (Telco B)	201 N Front Street	Delaware County Emergency Services	360 N. Middletown Road
Delaware County Emergency Services	360 N. Middletown Road	Chester County PSAP	601 Westtown Rd
Chester County PSAP	601 Westtown Rd	Chester County Dept. of Emergency	137 Modena Road
Chester County Dept. of Emergency Services	137 Modena Road	Berks County Courthouse (Telco B)	633 Court Street
Berks County Courthouse (Telco B)	633 Court Street	Berks County Emergency Services	2561 Bernville Road
Berks County Emergency Services	2561 Bernville Road	Montgomery County PSAP	50 Eagleville Road
*Montgomery County PSAP	50 Eagleville Road	Optional: Montgomery County Public Safety Training Center (Telco B)	1175 Conshohocken Road
Optional: *Montgomery County Public Safety Training Center (Telco B)	1175 Conshohocken Road	Optional: Bucks County Admin	55 E Court Street
Optional: Bucks County Admin	55 E Court Street	Bucks County Dept. of Emergency Communications	911 Freedom Way
Bucks County Dept. of Emergency Communications	911 Freedom Way	Southampton	2689 Southampton Road
Single Lateral Single POE			
Bucks County Dept. of Emergency Communications	911 Freedom Way	Bucks County Admin (PTP Lateral)	55 E Court Street
Optional Law Enforcement Laterals			
Philadelphia City Hall	1400 John F Kennedy Blvd	Temple University Public Safety	1101 Montgomery Ave
Philadelphia City Hall	1400 John F Kennedy Blvd	Philadelphia Housing Authority	2013 Ridge Ave
Philadelphia City Hall	1400 John F Kennedy Blvd	Drexel University Public Safety	3201 Arch St
Philadelphia City Hall	1400 John F Kennedy Blvd	University of Pennsylvania Public	4040 Chestnut St





Allentown

Reading

Ephrata

Trenton

West Chester

Philadelphia

Google Earth

Image Landsat / Copernicus
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EXHIBIT B

SEPA Partners Notice Contact Information

SEPA Partner	Notice Contact Information
City of Philadelphia	Nadine Dodge, Deputy CIO for Public Safety 1234 Market Street Philadelphia, PA 19107 (Phone No.: 215-686-8143) Nadine.dodge@phila.gov
Berks County	Brian A. Gottschall Director, Department of Emergency Services County of Berks 2561 Bernville Road Reading, PA 19605 Office: 610.374.4800 x8202 bgottschall@countyofberks.com
Bucks County	Audrey Kenny, 911 Communications Director 911 Freedom Way Ivyland, PA 18974 (Phone No.: 215-340-8771) arkenny@buckscounty.org
Chester County	Michael P. Murphy, Jr., Director Department of Emergency Services County of Chester Government Services Center 601 Westtown Road, Suite 012 West Chester, PA 19380 p 610.344.5000 f 610.344.5050 mmurphy@chesco.org
Delaware County	Joseph K. Brennan Chief of Innovation Delaware County Emergency Services 360 N Middletown Rd. Media, PA 19063 (610) 565-8700 brennanj@co.delaware.pa.us
Montgomery County	Brian McKown Deputy Director – Technology Emergency Operations 50 Eagleville Rd., Eagleville, PA 19403 (610) 631-6500, 7524 bmckown@montcopa.org Michael Vest, ENP Deputy Director of Public Safety Montgomery County Department of Public Safety 50 Eagleville Rd., Eagleville, PA 19403 Phone: 610.631.6500 Fax: 610.631.6536 mvest@montcopa.org

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 18-FEB-2021

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Children Youth and Families</u>				
Vendor: George Junior Republic in PA Contract ID: 0017399	Amendment	0.00	07-01-2020 06-30-2022	Amendment #3: This amendment for Residential Placement Services extends the contract term for an additional two (2) year period and updates the Payment Schedule. CO: 40% ST: 55% FED: 5%
Vendor: Cornell Abraxas Group, Inc. Contract ID: 0018165	Amendment	0.00	07-01-2020 06-30-2021	Amendment #3: This amendment for Residential Placement Services extends the contract term for an additional one (1) year period and revises the Payment Schedule. CO: 40% ST: 55% FED: 5%
Vendor: Child Guidance Resource Centers Contract ID: 0018502	Amendment	0.00	01-01-2021 06-30-2022	Amendment #3: This amendment for Multisystemic Therapy Services and the Incredible Years Program adds the Functional Family Therapy Program to support youth ages eleven to eighteen years and their families. CO: 20% ST: 75% FED: 5%
Vendor: White Deer Run, LLC Contract ID: 0020075	Contract	0.00	12-01-2020 06-30-2022	This contract provides for Residential Placement Services. CO: 40% ST: 55% FED: 5%
Vendor: Phoenixville Area School District Contract ID: 0020083	Contract	11,300.00	07-01-2020 06-30-2021	This contract renews the Truancy Prevention Program to promote long term attendance for students who have persistent and extreme school avoidant behaviors. CO: 20% ST: 75% FED: 5%
<u>Community Development</u>				
Vendor: Good Neighbors, Inc. Contract ID: 0020069	Contract	45,000.00	01-01-2021 12-31-2021	This contract provides funding for the 2021 Home Repair Program for eligible residents. The cost associated with this contract is funded by the Housing Trust Program. This supports Strategic Business Plan Home Construction and Community Revitalization activity. CO: 100% ST: 0% FED: 0%
Vendor: Honey Brook Borough Contract ID: 0020076	Contract	139,975.00	01-01-2021 12-31-2022	This contract provides funding for the Chestnut Street rehabilitation of existing curbs and sidewalks, including ADA compliant sidewalks, street paving and storm water improvements along the west side of Chestnut Street from Route 322 to Water Street. The cost associated with this contract is provided by the Community Revitalization Program. This supports Strategic Business Plan Community Revitalization activity. CO: 100% ST: 0% FED: 0%
Vendor: Chester County Economic Develop. Council Contract ID: 0020145	Contract	0.00	02-18-2021 07-15-2021	This contract provides funding for administration of the COVID-19 Hospitality Industry Recovery Program (CHIRP) at a rate of \$500.00 per eligible business. CO: 0% ST: 100% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 18-FEB-2021

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>District Justice Admin</u>				
Vendor: SHDC Springdale, LLC Contract ID: 0000673	Amendment	18,122.22	02-01-2021 01-31-2021	Amendment #10: This amendment extends the Lease Agreement for District Court 15-4-03 (748 Springdale Drive, Exton) on a month to month basis due to construction delays on the new Court premises. Anticipated occupancy date is April, 2021. CO: 100% ST: 0% FED: 0%
<u>Emergency Services</u>				
Vendor: Vir Mar Family Limited Partnership Contract ID: 0004617	Amendment	0.00	12-03-2022 11-30-2027	Amendment #1: This amendment extends the contract term for an additional five (5) year period for the Dilworthtown Tower Site. CO: 100% ST: 0% FED: 0%
Vendor: American Tower Corporation Contract ID: 0005221	Amendment	0.00	02-18-2021 09-30-2043	Amendment #3: This amendment to the Tower Lease Agreement provides for additional channels going in service for the P25 radio system to support continued growth at the Caln tower site. CO: 100% ST: 0% FED: 0%
Vendor: American Tower Corporation Contract ID: 0015690	Amendment	0.00	02-18-2021 06-01-2024	Amendment #1: This amendment to the Tower Lease Agreement provides for additional channels going in service for the P25 radio system to support continued growth at the Kemblesville tower site. CO: 100% ST: 0% FED: 0%
Vendor: American Tower Management, LLC Contract ID: 0013050	Amendment	0.00	02-18-2021 12-31-2025	Amendment #4: This amendment to the Tower Lease Agreement provides for additional channels going in service for the P25 radio system to support continued growth at the Valley Hill tower site. CO: 100% ST: 0% FED: 0%
Vendor: Pinnacle Towers, LLC Contract ID: 0016826	Amendment	0.00	02-18-2021 09-30-2044	Amendment #1: This amendment to the Tower Lease Agreement provides for additional channels going in service for the P25 radio system to support continued growth at the Glen Run tower site. CO: 100% ST: 0% FED: 0%
Vendor: Helpware Inc. Contract ID: 0020103	Contract	0.00	02-10-2021 03-01-2022	This contract provides for Professional Services rendered in support of the COVID vaccination call center. The contract was executed under the Declaration of Disaster Emergency in response to the COVID-19 surge. CO: 0% ST: 0% FED: 100%
Vendor: Exelon Corporation Contract ID: 0020113	Contract	0.00	01-01-2021 12-31-2025	This contract is a Tower and Ground Space Sublease at the Bucktown Tower Site for a five-year initial term at \$12,000.00 per year and the option to extend for four additional five-year terms.This is a revenue contract. CO: 0% ST: 0% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 18-FEB-2021

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Facilities</u>				
Vendor: Bursich Associates, Inc. Contract ID: 0015559	Amendment	40,000.00	01-30-2021 01-29-2022	Amendment #9: This amendment extends the contract term for an additional one (1) year period for Architectural and Engineering Consulting and Design Services on an as-needed basis. Payment for Design Services will be through individual capital project budgets. CO: 100% ST: 0% FED: 0%
Vendor: Patterhn Ives LLC Contract ID: 0015561	Amendment	40,000.00	02-02-2021 02-01-2022	Amendment #7: This amendment extends the contract term for an additional one (1) year period for Architectural and Engineering Consulting and Design Services on an as-needed basis. Payment for Design Services will be through individual capital project budgets. CO: 100% ST: 0% FED: 0%
Vendor: East Coventry Township Contract ID: 0017999	Amendment	0.00	02-18-2021 OPEN ENDED	Amendment #1: This amendment to the Easement Agreement for Schuylkill River Trail replaces a previous first addendum originally approved on May 14, 2020 but not executed by the Township. This amendment addresses respective maintenance and repair rights for the County trail crossing of East Coventry Township's sanitary sewer line. CO: 100% ST: 0% FED: 0%
Vendor: East Coventry Township Contract ID: 0020100	Contract	0.00	02-18-2021 OPEN ENDED	This Memorandum of Land Development Agreement is for recording purposes for the Schuylkill River Trail Linfield Road Trailhead Improvements in East Coventry Township and replaces Agreement #19475 originally approved by the Commissioners on May 14, 2020 but not executed by the Township due to utility issues with PECO. CO: 100% ST: 0% FED: 0%
Vendor: East Coventry Township Contract ID: 0020101	Contract	0.00	02-18-2021 OPEN ENDED	This Land Development Agreement is for Schuylkill River Trail Linfield Road Trailhead Improvements in East Coventry Township and replaces Agreement #19476 originally approved by the Commissioners on May 14, 2020 but not executed by the Township due to utility issues with PECO. CO: 100% ST: 0% FED: 0%
Vendor: East Coventry Township Contract ID: 0020102	Contract	0.00	02-18-2021 OPEN ENDED	This is a Stormwater Best Management Practices Conveyances Operation and Maintenance Agreement for the Schuylkill River Trail improvements in East Coventry Township and replaces Agreement #19474 originally approved by the Commissioners on May 14, 2020 but not executed by the Township due to utility issues with PECO. CO: 100% ST: 0% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 18-FEB-2021

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Human Resources</u>				
Vendor: Chadds Ford Alternacare, Inc. Contract ID: 0020047	Amendment	0.00	02-18-2021 01-10-2022	Amendment #1: This amendment for registered nurses and non-medical/logistical personnel to administer and support COVID-19 vaccines adds additional positions to the fee schedule and updates existing rates. CO: 0% ST: 100% FED: 0%
<u>MH/IDD</u>				
Vendor: Child and Family Focus, Inc. Contract ID: 0019448	Amendment	0.00	07-01-2020 06-30-2021	Amendment #2: This amendment for Respite Services provides for a funding shift to a program funded budget to better support the program operations as a result of the pandemic. CO: 0% ST: 100% FED: 0%
Vendor: Devereux Foundation Contract ID: 0019805	Amendment	0.00	07-01-2020 06-30-2021	Amendment #1: This amendment for Student Assistance Programs provides for a funding shift to a program funded budget to better support the program operations as a result of the pandemic. CO: 0% ST: 100% FED: 0%
<u>Managed Behavioral Healthcare</u>				
Vendor: Treatment Implementation Collaborative, Contract ID: 0020039	Contract	36,500.00	01-01-2021 12-31-2021	This contract provides for Dialectical Behavioral Therapy Training Services. CO: 0% ST: 100% FED: 0%
Vendor: The Council of Southeast PA, Inc. Contract ID: 0020056	Contract	229,004.00	10-01-2020 09-30-2021	This contract renews the Peer Support Expansion Initiative (PSEI) for 2021 to provide training for individuals interested in becoming Certified Recovery Specialists and/or Certified Peer Specialists. CO: 0% ST: 100% FED: 0%
Vendor: Actuarial Solutions LLC Contract ID: 0020078	Contract	60,000.00	01-01-2021 12-31-2021	This contract provides Actuarial Services for the HealthChoices Program per the Request for Proposal #2011-01. CO: 0% ST: 100% FED: 0%
<u>Planning Commission</u>				
Vendor: Highland Township Contract ID: 0020079	Contract	24,500.00	02-01-2021 01-31-2023	This contract provides for the Vision Partnership Program: Cash Grant Manual - Highland Township Comprehensive Plan Update. The total project cost is \$36,465.00. County funding is \$24,500.00 (67.188%). Other funding: Municipality \$11,965.00 (32.812%). CO: 67.18% ST: 0% FED: 0%

County of Chester
COMMISSIONERS' CONTRACT AGENDA
DATE: 18-FEB-2021

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<u>Prothonotary</u>				
Vendor: Reynolds Business Systems, Inc. Contract ID: 0018343	Amendment	20,742.75	02-18-2021 UNTIL COMPLETE	Amendment #3: This amendment provides additional Digital Imaging Services as required by the Office of the Prothonotary. CO: 100% ST: 0% FED: 0%
<u>Public Health Admin</u>				
Vendor: West Chester University of Pennsylvania Contract ID: 0020074	Amendment	0.00	01-22-2021 08-13-2021	Amendment #1: This amendment to the Facilities Use Agreement provides Security Services for the Health Science and Sturzebecker Gyms for COVID-19 vaccination sites. CO: 0% ST: 0% FED: 100%
Vendor: The Philadelphia Protection Unit LLC Contract ID: 0020077	Contract	0.00	02-18-2021 06-30-2021	This contract provides Security Services for COVID Vaccination Sites. This contract is a result of the Request for Quotation # RPD21-01. CO: 0% ST: 0% FED: 100%
Vendor: Kimberton Fire Company Contract ID: 0020099	Contract	10,000.00	02-15-2021 05-30-2021	This Lease Agreement provides for use of the premises to conduct Health Services Clinics. CO: 0% ST: 0% FED: 100%
<u>Youth Center</u>				
Vendor: Monroe County Contract ID: 0020080	Contract	0.00	07-01-2020 06-30-2021	This contract provides bed space rental for Monroe County Children and Youth Services at the Chester County Youth Center. This is a revenue contract. CO: 0% ST: 0% FED: 0%
Vendor: Pike County Contract ID: 0020081	Contract	0.00	07-01-2020 06-30-2021	This contract provides bed space rental for Pike County Children and Youth Services at the Chester County Youth Center. This is a revenue contract. CO: 0% ST: 0% FED: 0%
Vendor: County of Lycoming Contract ID: 0020082	Contract	0.00	07-01-2020 06-30-2021	This contract provides bed space rental for Lycoming County Children and Youth Services at the Chester County Youth Center. This is a revenue contract. CO: 0% ST: 0% FED: 0%

Number of Contracts: **36**

Grants Agenda
February 18, 2021

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<u>Adult Probation, Parole, and Pretrial Services</u>			
Pennsylvania Commission on Crime and Delinquency Application - New	\$ 34,525.00	02/01/2021 09/30/2021	Probation and Reentry Overdose Reduction Program No New Positions - No County Match State Funding = \$34,525.00
<u>Community Development</u>			
U.S. Department of Housing and Urban Development Contract / Award - Amendment 116-490000-331200-40100000-4900001-FY2020	\$ 395.00 <i>Decrease</i>	01/01/2020 12/31/2020	2020 Community Development Block Grant No New Positions - No County Match Revised Total Federal Funding = \$2,585,950.00
U.S. Department of Housing and Urban Development Contract / Award - Amendment 116-490000-331200-40200000-4900001-FY2020	\$ 228.00 <i>Decrease</i>	01/01/2020 12/31/2020	2020 HOME Investment Partnerships Program No New Positions - No County Match Revised Total Federal Funding = \$1,135,246.00
Pennsylvania Department of Community and Economic Development Contract / Award - New	\$ 5,946,217.00	02/12/2021 06/15/2021	COVID-19 Hospitality Industry Recovery Program No New Positions - No County Match State Funding = \$5,946,217.00

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021Hires and Rehires

1. Employee : Brown, Lisa A
Department : 251315 - Safety and Security
Job : 841381 - Safety & Security Operator-PT
Salary Grade :
Compensation : \$ 17.26(H)
Effective Date : 02/22/2021
2. Employee : Grandizio, Erin
Department : 251110 - ES PublicSafetyTrainingCampus
Job : 240339 - Highway Safety Project Coord
Salary Grade :
Compensation : \$ 16.00(H)
Effective Date : 02/22/2021
3. Employee : Henderson, Alane E
Department : 465100 - Pocopson Food & Dietary
Job : 041670 - Dietary Aide
Salary Grade : N01
Compensation : \$ 27,760.20(A)
Effective Date : 02/16/2021
4. Employee : Holland, Krista
Department : 478210 - Nursing
Job : 030580 - Public Health Nurse
Salary Grade : N09
Compensation : \$ 55,933.28(A)
Effective Date : 02/22/2021
5. Employee : Ledsome, Alexis
Department : 465100 - Pocopson Food & Dietary
Job : 351670 - Dietary Aide
Salary Grade :
Compensation : \$ 14.23(H)
Effective Date : 02/16/2021
6. Employee : McCarraher, James E
Department : 465100 - Pocopson Food & Dietary
Job : 041671 - Dietary Aide
Salary Grade : N01
Compensation : \$ 27,760.20(A)
Effective Date : 02/16/2021
7. Employee : Patton, Randall J
Department : 251320 - ES Fire Services
Job : 607150 - Assistant Fire Marshal
Salary Grade :
Compensation : \$ 21.27(H)
Effective Date : 02/22/2021

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021Hires and Rehires

8. Employee : Quinn, Janessa M
Department : 465100 - Pocopson Food & Dietary
Job : 041670 - Dietary Aide
Salary Grade : N01
Compensation : \$ 27,760.20(A)
Effective Date : 02/16/2021
9. Employee : Shingle I, Amanda
Department : 251315 - Safety and Security
Job : 841381 - Safety & Security Operator-PT
Salary Grade :
Compensation : \$ 17.26(H)
Effective Date : 02/22/2021
10. Employee : Sincavage, Joseph J
Department : 478120 - Population Health
Job : 230435 - Site Commander
Salary Grade :
Compensation : \$ 24.21(H)
Effective Date : 02/22/2021
11. Employee : Stewart, John M
Department : 251320 - ES Fire Services
Job : 607150 - Assistant Fire Marshal
Salary Grade :
Compensation : \$ 21.27(H)
Effective Date : 02/22/2021
12. Employee : VanDermark, Nancy J
Department : 460100 - Pocopson Home Admin
Job : 351540 - Swtchbd/Mailrm Clk
Salary Grade : 97
Compensation : \$ 14.24(H)
Effective Date : 02/16/2021
13. Employee : Winton, Jonathan
Department : 065000 - Public Defender
Job : 030423 - Attorney I
Salary Grade : L01
Compensation : \$ 49,922.08(A)
Effective Date : 02/22/2021
14. Employee : Wyatt, Tammy Lynn
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Salary Grade : N04
Compensation : \$ 37,498.55(A)
Effective Date : 03/01/2021

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021Transfers

15. Employee : Lane, Amber C

ProposedCurrent

Department	:	128000	-	Coroner	128000
Job	:	020342	-	Coroner's Investigator	020342
Salary Grade	:	N05			N05
Compensation	:	\$ 41,340.00(A)			\$ 41,350.40(A)
Effective Date	:	02/13/2021			02/13/2021

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021Promotions

16. Employee : Buchanan, Aja J

ProposedCurrent

Department : 065000 - Public Defender
Job : 040510 - SSS V
Salary Grade : N04
Compensation : \$ 34,538.14(A)
Effective Date : 02/27/2021

065000
041120
N02
\$ 29,388.10(A)
12/19/2020

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021End of Employment

17. Employee : Castro, Alexi M
Department : 461210 - Pocopson Nursing Care
Job : 040262 - LPN
Effective Date : 02/06/2021
18. Employee : Green, Charles M
Department : 491100 - Dept of Community Development
Job : 020642 - Coatesville Business Manager
Effective Date : 02/06/2021
19. Employee : Juliana, Christian T
Department : 251315 - Safety and Security
Job : 841381 - Safety & Security Operator-PT
Effective Date : 02/02/2021
20. Employee : Lopez, Samantha M
Department : 251315 - Safety and Security
Job : 041381 - Safety & Security Operator
Effective Date : 02/13/2021
21. Employee : Mathew, Biju T
Department : 461210 - Pocopson Nursing Care
Job : 041646 - Resident Services Technician
Effective Date : 02/13/2021
22. Employee : McCreesh, Christine
Department : 478120 - Population Health
Job : 230435 - Site Commander
Effective Date : 02/11/2021
23. Employee : Mustafa, Bahaa Z
Department : 210000 - Chester County Prison
Job : 040920 - Correctional Officer I
Effective Date : 01/31/2021
24. Employee : Oranzi, Thomas A
Department : 603000 - Chester Cty Conservation Dist
Job : 020940 - Resource Conservationist I
Effective Date : 02/20/2021
25. Employee : Patterson, Catherine
Department : 251200 - Public Safety Communications
Job : 040730 - Telecommunicator I
Effective Date : 02/24/2021
26. Employee : Riley, Erin
Department : 451145 - Children, Youth and Families
Job : 048563 - Casework Specialist
Effective Date : 02/13/2021

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021

End of Employment

- 27. Employee : Washkalavitch, Joseph
Department : 453205 - Chester County Youth Center
Job : 806210 - Youth Center Officer
Effective Date : 02/22/2021
- 28. Employee : Zwiebel, Patricia
Department : 126000 - Clerk of Courts
Job : 040135 - Court Clerk
Effective Date : 02/04/2021

COUNTY OF CHESTER
Board of Commissioners Human Resources Agenda
Meeting Date - 02/18/2021

Retirements

29. Employee : Sandefur Sr,Anthony L
Department : 210000 - Chester County Prison
Job : 040240 - Correctional Officer III
Effective Date : 02/13/2021

COUNTY OF CHESTER

Finance Agenda

Commissioners' Meeting, February 18, 2021

1. Budget Change 21-20
2. Budget Change 04-21
3. Vouchers as submitted by the Controller

**2020
Budget Amendment
BC - 21
February 18, 2021**

[illegible]

**2021
Budget Amendment
BC-04
February 18, 2021**

Date	Department Name	Fund	Org	Account	Project	Activity	Bud Ref	Amount	Account Description	Change to Budget
2/18/2021	Adult Probation	001	221000	331200	13300350	2210002	FY2020	\$ 62,273	Federal - Executive Offices	Net Increase +\$62,273
	Adult Probation	001	221000	411120	13300350	2210002	FY2020	\$ 44,242	Regular Salaries	
	Adult Probation	001	221000	412001	13300350	2210002	FY2020	\$ 3,385	FICA	
	Adult Probation	001	221000	412100	13300350	2210002	FY2020	\$ 10,000	Fringe Benefits	
	Adult Probation	001	221000	412200	13300350	2210002	FY2020	\$ 4,646	Retirement	
To budget roll forward of PCCD - Pretrial Resource Navigator grant from 2020.										
2/18/2021	Coroner	001	128000	341800	12899999	1280001		\$ 82,437	Departmental Earnings	Net Increase +\$82,437
	Coroner	001	128000	420000	12899999	1280001		\$ 82,437	Materials and Services	
To budget roll forward funding of Act 122 - Coroner Vital Statistics Improvement from 2020.										
2/18/2021	District Courts	001	124100	332251	10000000	1240001		\$ 39,286	State-Supreme Court	Net Increase + \$39,286
	District Courts	001	124100	420000	10000000	1240001		\$ 39,286	Materials and Services	
To budget roll forward for AOPC (Administrative Office of Pennsylvania Courts) grant from 2020.										
2/18/2021	Juvenile Probation	001	222000	331200	92000008	2220001	FY2020	\$ 8,299	Federal - Executive Offices	Net Increase +\$8,299
	Juvenile Probation	001	222000	420000	92000008	2220001	FY2020	\$ 8,299	Material and Services	
To budget roll forward for Coronavirus Emergency Supplemental Relief grant from 2020.										
2/18/2021	Planning	001	085100	333200	98600565	0851017		\$ 680	Local-Operating	Net Increase +\$680
	Planning	001	085100	411120	98600566	0851017		\$ 95	Regular Salaries	
	Planning	001	085100	412001	98600566	0851017		\$ 7	FICA	
	Planning	001	085100	412100	98600566	0851017		\$ 19	Standard Fringe Benefits	
	Planning	001	085100	412200	98600566	0851017		\$ 9	County Retirement	
	Planning	001	085100	411120	00000000	0851017		\$ (95)	Regular Salaries	
	Planning	001	085100	412001	00000000	0851017		\$ (7)	FICA	
	Planning	001	085100	412100	00000000	0851017		\$ (19)	Standard Fringe Benefits	
	Planning	001	085100	412200	00000000	0851017		\$ (9)	County Retirement	
	Planning	001	085100	420000	98600566	0851017		\$ 850	Materials and Services	
	Non-Departmental	001	902100	499999	00000000	9021001		\$ (170)	Unappropriated	
To budget roll forward of the Delaware Valley Regional Planning Commission Southern Chester County Circuit Trail Feasibility Study grant from 2020.										
2/18/2020	Planning	001	085100	420000	00000019	0851014		\$ 23,500	Materials and Services	Net Increase +\$23,500
	Non-Departmental	001	902100	499999	00000000	9021001		\$ (23,500)	Unappropriated	
To roll forward the budget for expenses related to COVID economic recovery contract with Capital Analytics Associates from prior year 2020.										

**2021
Budget Amendment
BC-04
February 18, 2021**

Date	Department Name	Fund	Org	Account	Project	Activity	Bud Ref	Amount	Account Description	Change to Budget
2/18/2021	Public Health	001	478000	331207	92000009	4780006	FY2020	\$ 4,122,468	Federal-Health	Net Increase +\$4,122,468
	Public Health	001	478120	411120	92000009	4780006	FY2020	\$ 1,132,518	Regular Salaries	
	Public Health	001	478120	411200	92000009	4780006	FY2020	\$ 271,226	Wages	
	Public Health	001	478120	412001	92000009	4780006	FY2020	\$ 107,387	FICA	
	Public Health	001	478120	412100	92000009	4780006	FY2020	\$ 235,000	Standard Fringe Benefits	
	Public Health	001	478120	412200	92000009	4780006	FY2020	\$ 126,337	County Retirement	
	Public Health	001	478120	420000	92000009	4780006	FY2020	\$ 2,250,000	Materials and Services	
To align budget with anticipated revenue and expenditures for the ELC (Epidemiology and Laboratory Capacity) grant.										
2/18/2021	Public Health	001	478000	331231	00000019	4780006		\$ 475,000	Fed-Penn Emerg. Management Agency	Net Increase +\$475,000
	Public Health	001	478120	420000	00000019	4780006		\$ 475,000	Materials & Services	
To budget anticipated revenue and expenditures related to COVID-19.										
2/18/2021	Community Development	116	490000	331231	00000019	4900001		\$ 56,613	Fed-Penn Emerg. Management Agency	Net Increase +\$56,613
	Community Development	116	491100	420000	00000019	4900001		\$ 56,613	Materials and Services	
To budget roll forward COVID funding from 2020.										
2/18/2021	Library	124	589100	300000	00000000	5890001		\$ 41,760	Revenues & Other Fin Sources	Net Increase +\$41,760
	Library	124	589100	431700	00000000	5890001		\$ 8,352	Other Professional Services	
	Library	124	589100	431700	00000000	5890002		\$ 8,352	Other Professional Services	
	Library	124	589100	431700	00000000	5890003		\$ 8,352	Other Professional Services	
	Library	124	589100	431700	00000000	5890004		\$ 8,352	Other Professional Services	
	Library	124	589100	431700	00000000	5890005		\$ 8,352	Other Professional Services	
To roll forward remaining budget for first floor redesign plan costs from 2020.										
2/18/2021	Capital Reserve Fund	301	132000	369290	80720035	3010001		\$ 24,985	Other Reimbursements	Net Increase +\$24,985
	Capital Reserve Fund	301	132000	420000	80720035	3010001		\$ 24,985	Materials & Services	
To budget roll forward for Register of Wills / Orphans' Court Act 8 Microfilm Conversion project from 2020.										
2/18/2021	Capital Improvement Fund	357	085300	445000	80340086	3570001		\$ 57,708	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2021	\$ (57,708)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Holly J. Reyburn, installment three of five.										
2/18/2021	Capital Improvement Fund	357	085300	445000	80340097	3570001		\$ 12,799	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2021	\$ (12,799)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Nora Gammon, installment three of five.										
2/18/2021	Capital Improvement Fund	357	085300	445000	80340074	3570001		\$ 44,924	To Individuals	No Net Change
	Capital Improvement Fund	357	085300	475110	80300200	3570001	FY2021	\$ (44,924)	Land Development Rights	
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Christian S. and Katie K. Stoltzfus, installment four of five.										