



SUNSHINE AGENDA

February 17, 2021

****DISCLAIMER****

The Sunshine Meeting is a working session of the Board of Commissioners. No deliberation, decisions, or voting takes place at this meeting. The information presented in this Sunshine agenda serves as the basis for the Commissioners' meeting which is held at a different time and is posted on our website. The agenda presented as the Sunshine agenda is subject to change for the Commissioners' meeting. This agenda may change prior to the start of the Sunshine meeting, or may be revised for the Commissioners' meeting.



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 SUNSHINE MEETING

February 17, 2021

1. CALL MEETING TO ORDER

2. ANNOUNCEMENTS

- Corrective Action Plan
- Executive Session – The Board of Commissioners met in Executive Session on Thursday, February 4, 2021, to discuss personnel and legal matters.

3. MINUTES OF THE PREVIOUS MEETING

4. PUBLIC COMMENT ON AGENDA

5. 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 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. FINANCIAL MATTERS

a. Finance Agenda

8. PUBLIC COMMENT

9. ADJOURNMENT

Corrective Action Plan

Recommendations

Focus Area: Procurement

1. Centralization of Procurement Services (M-A)
2. Develop comprehensive purchasing policy, including comprehensive ethics provisions (M-B), (C-1a)
3. Require due diligence on new service vendors and all new vendors supplying complex or technical goods (M-C)
4. Purchase Orders (M-D)
 - a. Regular review of all terms and conditions on purchase orders by Solicitor's Office (M-Da)
 - b. More efficient and automated and electronic system to ensure terms and conditions are delivered with each purchase order (M-Db)
5. Contracts (M-E)
 - a. Regular review of standard contract by Solicitor's Office (M-Ea)
 - b. No contract should go out without review by the Solicitor's Office (M-Ea)
 - c. Clear instruction about whether a purchase should be by Contract or by Purchase Order (M-Eb)
6. Revisions to procurement policy needs to be posted on external and internal websites (M-F)
7. Consider Responsible Contractor provision in procurement policy (M-G)
8. Revisions to procurement policy needs to include emergency procurements (M-H)
9. Consider e-bid software system with Emergency contract templates (C-1ai)

Focus Area: Continuity of Operations

1. Clear understanding about "essential" employees (M-Ia)
2. Procurement department should be essential when emergency procurement of goods and services are taking place (M-Ib)

Focus Area: Emergency Operations

1. Written policy and clear procedures about how to integrate and coordinate work of Health and Emergency Services with clearly defined roles and reporting structure. (M-Ja), (C-1), (C-4)
2. The policy should define who has decision-making authority in certain situations. (M-Ja)
3. Based on length of emergency action, develop processes to include timeframe to conduct reconciliation of inventory levels to ensure proper documentation is being maintained. (C-1b), (C-3)
 - a. Create CARES Committee to include Finance, Procurement, Solicitor's Office, and Controller's Office to scrutinize emergency procurements. (C-3a)
 - b. Provide training for ease of mobilization. (C-3b)
4. Recruit, and provide advanced training to, members of countywide staff to assist and be easily mobilized. (C-1c)

5. Implement inventory software management system. (C-2)
6. Boost infrastructure related to receipt, distribution, and security of large quantities of product, including PPE. (C-2a)
7. Designate a liaison to work with third-party vendors, following up with organizations in receipt of product to determine any concerns or additional needs. (C-6)

Focus Area: Staffing

1. Consider making the Public Health Physician a full-time physician. (M-Ka)

Focus Area: General Government Operations

1. Consider instituting a comprehensive Countywide Ethics policy. (M-L)
2. Review Delaware County inter-governmental assistance contract terms regarding purchases made on behalf of both populations. (C-5)

Action Steps and Timelines

1. Conduct a Procurement organizational assessment, policy and procedure review/re-write/training, and technology assessment.
Status: RFP for consultant has been issued.
Start Date: 01/22/2021
Expected Duration: 22 weeks
Addresses: Procurement 1, 2, 3, 4a, 4b, 5a, 5b, 5c, 6, 7, 8, 9; Continuity of Operations 2
Person/Office Responsible: County Administrator
2. Solicitor Office Review of Purchase Order Terms & Conditions and Contract Templates
Status: Initial review complete. Regular reviews will be incorporated into updates policies and procedures.
Start Date: 01/22/2021
Expected Duration: Initial review complete; regular reviews ongoing
Addresses: Procurement 4a, 5a
Person/Office Responsible: Solicitor
3. Solicitor's Office will review all contracts prior to them being approved
Status:
Start Date:
Expected Duration: Ongoing
Addresses: Procurement 5b
Person/Office Responsible: Solicitor

4. Review and update existing Continuity of Operations Plan; provide training to all employees
Status: Update currently in progress
Start Date: 01/25/2021
Expected Duration: 45 days for review, 120 days to complete training – may be impacted by Pandemic response operations
Addresses: Continuity of Operations 1, 2
Person/Office Responsible: Department of Emergency Services Emergency Management Group
5. Review and update existing Medical Countermeasures Plan; provide training to all Emergency Operations Center and Health Operations Center staff
Status: _____
Expected Start Date: _____
Expected Duration: _____
Addresses: Emergency Operations 1, 2
Person/Office Responsible: Health Department Public Health Emergency Preparedness Group
6. Institute an Integrated Preparedness Plan (formerly the Multi-Year Training and Exercise Plan) that addresses Continuity of Operations Plans and Medical Countermeasures Plan
Status: Draft 2021-2023 plan is in progress
Expected Start Date: Draft to be completed 03/01/2021
Expected Duration: 60 days of draft review -> revisions -> final
Addresses: Continuity of Operations 1; Emergency Operations 1, 2
Person/Office Responsible: Department of Emergency Services Training & Exercise Coordinator
7. Develop audit plans during times of emergency; train on such
Status: _____
Expected Start Date: _____
Expected Duration: _____
Addresses: Emergency Operations 3, 3b
Person/Office Responsible: Controller's Office Internal Audit Group
8. Create Emergency Procurement Review Committee
Status: Policy and Procedures being developed
Start Date: 02/01/2021
Expected Duration: 4 weeks
Addresses: Emergency Operations 3a
Person/Office Responsible: County Administrator

9. Review Emergency Operations Plan and Medical Countermeasures Plan, adjust organizational structure as necessary, identify staffing gaps
Status:
Expected Start Date: 03/01/2021 – may be impacted by Pandemic Response Operations
Expected Duration: 45 days – may be impacted by Pandemic Response Operations
Addresses: Emergency Operations 4
Person/Office Responsible: Department of Emergency Services Emergency Management Group
10. Implement inventory management software
Status: Purchase complete, install and configuration are in progress
Expected Start Date: 01/11/2021
Expected Duration: 60 days
Addresses: Emergency Operations 5
Person/Office Responsible: Department of Emergency Services Emergency Management Group
11. Develop Commodity Management Plan
Status: A Resource Management and Logistics Annex and a Stockpile Annex have been completed in late 2020 [note: these two annexes may cover the intent of this ask, more discussions are needed]
Expected Start Date: _____
Expected Duration: _____
Addresses: Emergency Operations 6
Person/Office Responsible: Department of Emergency Services Emergency Management Group
12. Follow-up with organizations who received Antibody test kits and retrieve kits they still have
Status:
Expected Start Date: 02/16/2021
Expected Duration: 120 days
Addresses: Emergency Operations 7
Person/Office Responsible: Department of Emergency Services
13. Reclassify Public Health Physician from Part-time to Full-Time
Status: Complete
Start Date: 02/04/2021
Expected Duration: N/A
Addresses: Staffing 1
Person/Office Responsible: Salary Board

14. Implement Countywide Ethics Policy

Status: Complete

Start Date: 12/10/2020

Expected Duration: N/A

Addresses: General Government 1

Person/Office Responsible: Commissioners

15. Review Delaware County Intergovernmental agreement

Status: _____

Expected Start Date: _____

Expected Duration: _____

Addresses: General Government 2

Person/Office Responsible: Solicitor

DRAFT



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
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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

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.

ADJOURNMENT



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.

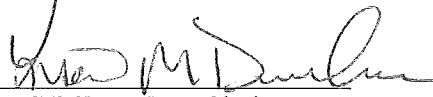
11. If any of the terms or conditions of this Agreement are determined to be invalid, void or illegal, such determination shall in no way affect or invalidate any of the other provisions of this Agreement.

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;

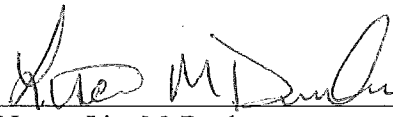
And the said Grantor does, by these presents, covenant, grant and agree, to and with the said Grantee, its successors and assigns, that it, the said Grantor, all and singular the hereditaments and premises herein described and granted, or mentioned and intended so to be, with the appurtenances, unto 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:

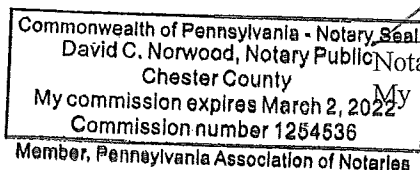
313 Market Street
Suite 6202
West Chester, PA 19380

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.



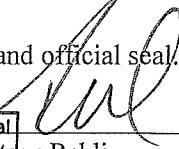
 DAVID C. NORWOOD
Notary Public
My commission expires 3/2/2022

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	
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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.)

**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.)



U.S. BOARD ON GEOGRAPHIC NAMES

GEOGRAPHIC NAME PROPOSAL RECOMMENDATION

Proposed name: Black Walnut Creek

Current official Federal name of feature: unnamed

This is to notify the U.S. Board on Geographic Names that the:

Chester County Commissioners
(Name of government entity, organization, or individual)

recommend that the U. S. Board on Geographic Names:

☐ **Approve the Proposed Name**

☐ **Reject the Proposed Name**

☐ **Other:** _____

Comments (the following factors contributed to this recommendation; attach supporting documentation if appropriate):

(Name)

(Title)

(Address)

(Telephone)

(City, State, ZIP Code)

(E-mail)

(Signature)

(Date)

Return to: U.S. Board on Geographic Names

BGNESEC@usgs.gov

Telephone: (703) 648-4552

12201 Sunrise Valley Drive

Mailstop 523

Reston VA 20192-0523

Approved

Promulgation authorized
Executive Secretary
Domestic Geographic Names

UNITED STATES
BOARD ON GEOGRAPHIC NAMES

CASE BRIEF (Domestic)

Black Walnut Creek: stream; 1.9 mi. long; heads in the Borough of Oxford at 39°47'23"N, 75°58'11"W, flows ENE into Lower Oxford Township to enter West Fork Big Elk Creek 2 mi. SW of Forestville; named for the numerous black walnut trees (*Juglans nigra*) along the stream; Chester County, Pennsylvania; 39°47'56"N, 75°56'33"W; USGS map – Oxford 1:24,000; Not: Tributary of Tributary 3 of West Fork Big Elk Creek -in part.

Mouth: https://geonames.usgs.gov/apex/gazvector.getesricoor?p_lat=39.79898&p_longi=-75.94255

Source: https://geonames.usgs.gov/apex/gazvector.getesricoor?p_lat=39.78978&p_longi=-75.96963

Proposal: new name for unnamed feature

Map: USGS Oxford 1:24,000

Proponent: Gerald Iler; Oxford, PA

Administrative area: None

Previous BGN Action: None

Names associated with feature:

GNIS: No record

Local Usage: None found

Published: Tributary of Tributary 3 of West Fork Big Elk Creek - in part (FEMA 2017)

Case Summary: The new name Black Walnut Creek is proposed for an unnamed 1.9-mile-long tributary of West Fork Big Elk Creek in Lower Oxford Township and the Borough of Oxford in Chester County. The proponent owns land along the middle section of the stream. The name refers to the numerous black walnut trees (*Juglans nigra*) found along the stream.

A 2017 FEMA map used the name Tributary of Tributary 3 of West Fork Big Elk Creek for this stream and for a tributary of this stream, even though the stream flows directly into West Fork Big Elk Creek.

Proposed by: Gerald Iler; Oxford, PA

Submitted by: same

Prepared by: M. O'Donnell

Case ID: 5376

Reviewed by: J.Runyon

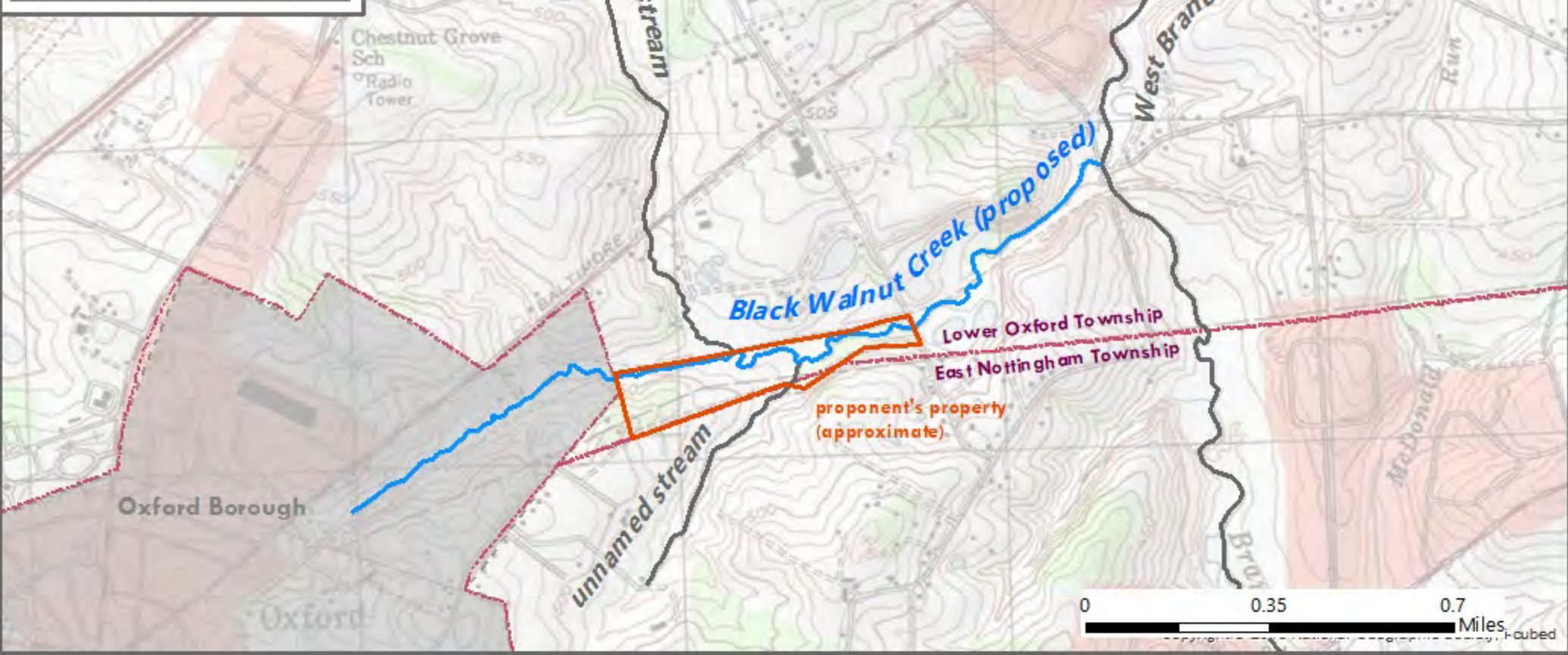
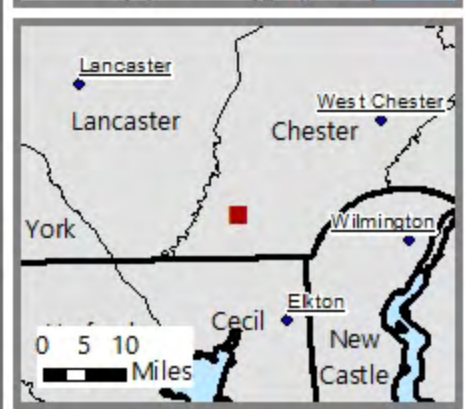
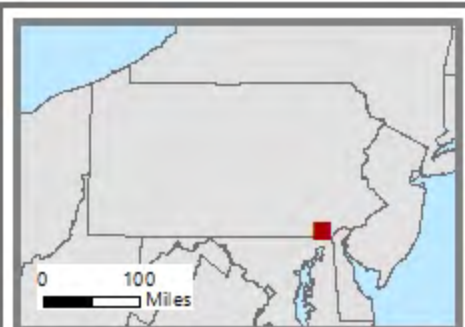
Date: 7/30/20

Date: same

Date: 9/2/20

Quarterly Review List: 441

Date: 9/23/20



U.S. Department of the
Interior U.S. Geological
Survey

Domestic Geographic Name Report

1. Use this form to recommend a feature name or to suggest a name change.

2. For features on Federal lands, coordinate requests with the agency (U.S. Forest Service, National Park Service, Bureau of Land Management, etc.) for the administrative area in which the feature is located.

3. On the reverse side of this form give information on the local usage and authority for recommended name.

4. For more information about the Geographic Names Information System or the National Gazetteer program, contact the U.S. Board on Geographic Names at 703-648-4544.

5. Return this form to:

Executive Secretary for
Domestic Geographic
Names
U.S. Geological Survey
523 National Center
Reston, VA 20192

APPENDIX C.

Action Requested:

Proposed New Name - Yes

Application Change

Name Change

Other

Recommended Name

Black Walnut Creek

State
PA

County or Equivalent
Chester

Administrative Area
Lower Oxford Township

Specific Area Covered:

Latitude: N79° - 34' - 23 E" Longitude: S75° - 39' - 51W Mouth End Center Latitude: Unknown Longitude:

____ ° ____ ' ____ " WE Heading End

Section(s) UPI 56-9-39 Township(s) Lower Oxford Range(s) _____ Meridian _____ Elevation 400 ft. / m.

Type of Feature (stream, mountain, populated place, etc.): tream/Creek located in heavy woods.

Is the feature identified (including other names) in the Geographic Names Information System (GNIS)?

Yes >No< Unknown If yes, please indicate how it is listed: _____

Description of Feature (physical shape, length, width, direction of flow, etc.): The general direction of stream flow is west to east. The stream has many turns throughout its movement on my property. The width varies from 10 ft. to 20 ft depend on rain in the area. There are some high banks. The creek travels a little over a ½ mile distance before leave the property.

Maps and Other Sources Using Recommended Name (include scale and date)

Other Names (variants)

Maps and Other Sources Using Other Name or Applications (include scale and date)

Name Information (such as origin, meaning of the recommended name, historical significance, biographical data (if commemorative), nature of usage or application, or any other pertinent information): Most of the stream flows on my property, it goes into the West Branch of the Big Elk Creek which flows into the Chesapeake Bay. The property is 80% woods with the creek flowing from west to east. The property is laid out long and narrow, 400 ft. wide on the western end and 300 ft. on the east. In the woods and the small meadow are hundreds of Black Walnut trees, hence the desired name. The western end is 550 ft of elevation and the eastern part are the low lands, elevation 350 ft.

Is the recommended name in local usage? Yes >No< If yes, for approximately how many years?_____

Is there local opposition to, or conflict, with the recommended name? Yes .>No< (If yes, explain)

For proposed new name, please provide evidence that feature is unnamed: Both County and Township maps show the stream has no name. It does flows into the West Branch of the Big Elk Creek.

Additional information: Included with this document is the Township supervisors' approval to the name presented to them.

geraldiler@msn.com

Copy Submitted By (name): Gerald Iler	Title	Telephone (day) 610 932 9981	Date 24 Jul 20
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Company or Agency Property owner	Address (City, State, and ZIP Code) 131 white Birch Ave, Oxford, PA 19363		
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Copy Prepared By (if other than above):	Title	Phone (day)	Date
---	-------	-------------	------

Company or Agency	Address (City, State, and ZIP Code)		
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Authority for Recommended Name	Mailing Address and Telephone	Occupation	Years in Area
Property Owner	131 white Birch Ave Oxford, PA 19363	FARMER	21
Property Location	350 Brick Rd Oxford, PA 19363		



LOWER OXFORD TOWNSHIP

220 Township Road
Oxford, PA 19363

Board of Supervisors:

W. Ronald Kepler
Kevin R. Martin
Noël A. Roy

Phone: 610-932-2367 • Fax: 610-932-2367
e-mail: loweroxfordtwp@zoominternet.net

July 14, 2020

Gerald Iler
350 Brick Road
Oxford, PA 19363

RE: Unnamed Creek

Dear Mr. Iler,

The Board of Supervisors voted unanimously at their Regular Board Meeting on Monday, July 13, 2020 with regards to the unnamed creek that runs through your property at 350 Brick Road, Oxford, Chester County, Pennsylvania. The motion is as follows:

Mr. Roy moved that the Board of Supervisors have no objection identifying the unnamed creek running through Gerald Iler's property at 350 Brick Road, Oxford, Chester County, Pennsylvania as "Black Walnut Creek."

If you have any questions, or if I can be of further assistance, please do not hesitate to contact me at 610-932-8150 ext. 1.

Sincerely,

LOWER OXFORD TOWNSHIP

Deborah J. Kinney
Secretary/Treasurer

<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%

Managed by Dept of Procurement & General Services
Report ID: CC_CMMSN_BIP
Set ID: CCGOV

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

Page 2 of 5
Run Date: 2/16/2021
Run Time: 11:38 AM

<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	02-18-2021 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%

Managed by Dept of Procurement & General Services
Report ID: CC_CMMSN_BIP
Set ID: CCGOV

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

Page 3 of 5
Run Date: 2/16/2021
Run Time: 11:38 AM

<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%

Managed by Dept of Procurement & General Services
Report ID: CC_CMMSN_BIP
Set ID: CCGOV

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

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Run Date: 2/16/2021
Run Time: 11:38 AM

<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%

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COMMISSIONERS' CONTRACT AGENDA
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<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: **35**

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

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.										