

WESTTOWN TOWNSHIP

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West Chester, PA 19382
610-692-1930

Post Office Box 79
Westtown, PA 19395
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www.westtownpa.org

AGENDA Westtown Township Board of Supervisors Virtual Workshop Agenda

**Westtown Township Municipal Building
1039 Wilmington Pike, Westtown**

Monday, February 1, 2021

Start time 6:30 pm

- 1. Review of Proposed Sewer Connection Policy Memo**
- 2. Review of Grant Priorities and Matching Sources for Oakbourne Park**
- 3. Review of Proposed Thornbury Twp, Chester County, Traffic Signal Maintenance Agreement**
- 4. Review 1594 West Chester Pike (Dunkin Donut) Sewer Holding Tank Proposal**
- 5. Review of Environmental Advisory Council Draft Bylaws**
- 6. Review of Office 365 Proposal**

MEMO

Date: January 25, 2021

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consideration of Consistent Sewer Connection Policy

Background

The Township has no clear policy for when residents want to connect to the Township's sewer system. Historically, we've allowed residents with failing on-lot systems to connect directly to the sewer system via the nearest manhole. This has created a disorganized "spaghetti" network of sewer laterals that is very difficult and inefficient to maintain and prevents more logical extension of the system to allow for more connections of the system in the future. Therefore, Township staff and the Township's sewer engineer would like guidance from the Board on the development of a logical sewer connection policy and on how costs should be allocated between the Township and individual homeowners.

Case Study-109 E. Hilltop Road (See attached map)

The owner of 109 E. Hilltop Road has a failing on-lot system and would like to connect to the sewer system. The nearest manhole is approximately 285 feet from the back of the house at the rear property line of his neighbor at 111 E. Hilltop. Originally, he proposed acquiring a private easement through his neighbor's property to connect directly to that manhole. However, doing this would create another "spaghetti" connection and would signal to neighbors that they can do the same when their on-lot systems begin to fail.

Mark Gross and I have met with the owners of both 109 and 111 E. Hilltop to discuss a sewer easement that they would be willing to grant to the Township at no cost in an effort to create a more orderly connection into the sewer system. As shown on the attached map, a 20' easement would run from the existing manhole along the rear property line of 111 E. Hilltop and then run on the 109 E Hilltop side of their shared property line towards the roadway. Under this proposal, a new manhole would be installed close to the house to allow for an easy lateral connection for 109 E. Hilltop and an 8" line would run from that new manhole to the existing manhole through the proposed easement. If other neighbors wanted to connect in the future, the line could be extended to the street and laterals could connect directly into a future main to be installed in the right of way.

However, if the owner of 109 E. Hilltop were to connect via this new manhole, the total cost would obviously be much greater than if he connected directly to the existing manhole via a private easement, as he'd originally planned. Specifically, Carroll Engineering estimates that the cost of installing the new manhole and laying a 8" pipe through the proposed public sewer easement would be \$9,000, compared to only \$2,300 if he were to run the lateral directly to the existing manhole via a private easement.

Allocation of Costs—3 Options

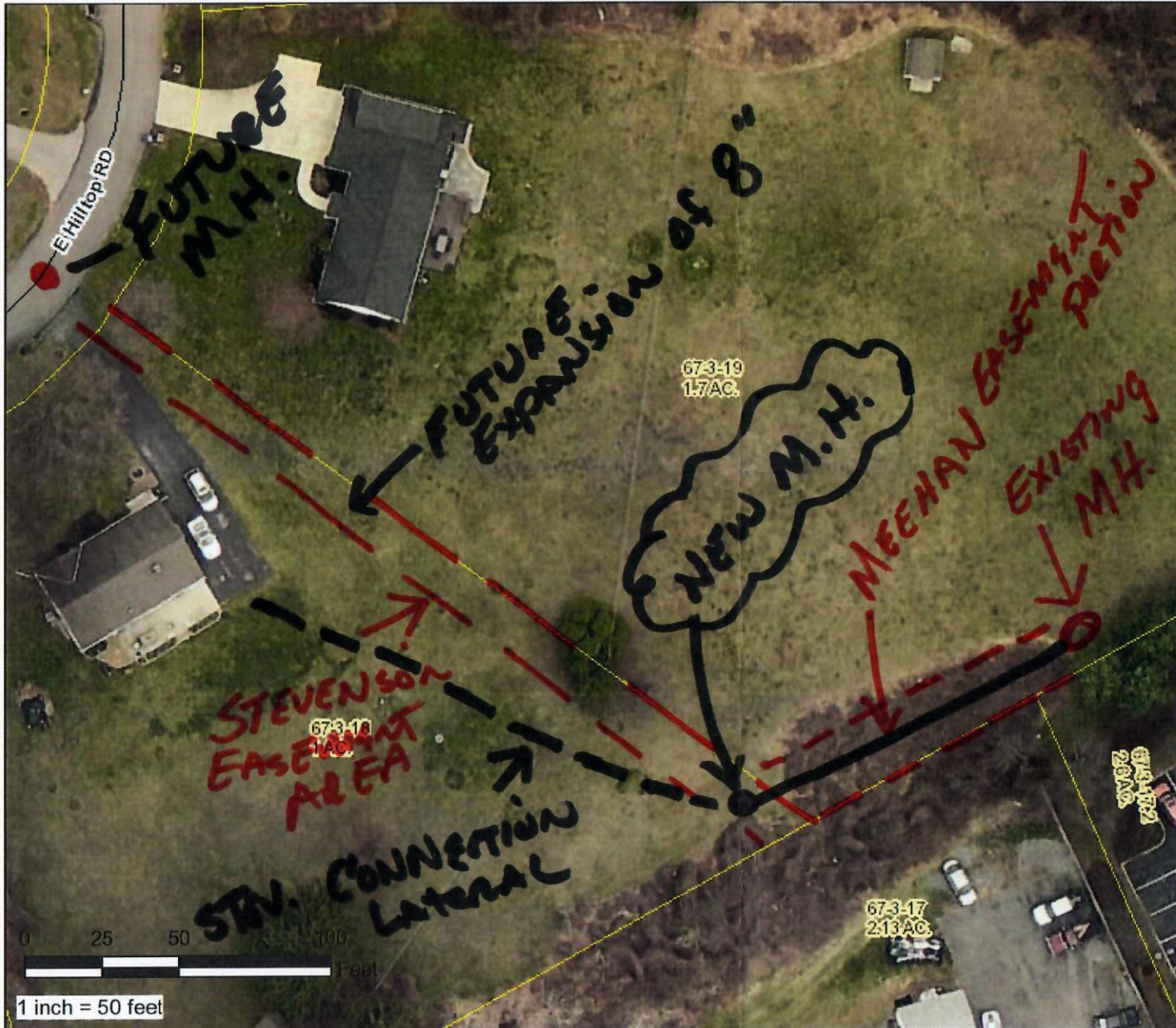
Therefore, if there is interest in getting rid of spaghetti connections and providing for more future sewer connections, a key question for the BOS is, how should the cost of new connections be allocated between residents and the Township? There would appear to be three main options:

- A. The Township is responsible for the cost of extending the line and any related infrastructure, such as manholes, to allow for an orderly connection. In other words, in the case of 109 E. Hilltop, this would be \$9,000. However, depending on distance and topography other connections could be significantly more expensive. The property owner would be responsible for the cost of the lateral, as well as the tap-in fee and any inspection.
- In the long-run, this would encourage residents with failing on-lot systems to connect to public sewer, but would obviously be the most expensive option for the Township.
 - Importantly, the costs outlined in this example, are relatively manageable because the topography is flat and there is a gentle slope down the backyard. However, depending on the circumstances of individual homes and neighborhoods, the costs could be substantially higher.
 - Most municipalities in our region use this approach.
- B. The homeowner requesting the extension would be responsible for the entire cost of the extension, or in this case the \$9,000, plus the cost of the lateral, tap-in fee and inspection. In the event that two or more homeowners are simultaneously requesting an extension, the cost of extending any segment of the line or related infrastructure that is used by multiple property owners could be shared.
- However, absent a DEP mandate to extend the line, this could create delays and inefficiencies, as neighbors wait to line up other neighbors to go in together to extend a line.
- C. The Township pays for the difference between the cost of extending the line and the hypothetical cost of the property owner tying in directly to the closest manhole or section of sewer main via a “spaghetti” connection. In the case of 109 E. Hilltop, this would be \$9,000-\$2,300 or \$6,700.
- This split-the-baby approach partially addresses the problems in options A (cost) and B (delays)
 - There could be potential confusion about how these costs would be divvied up if more than one property owners were simultaneously trying to connect.

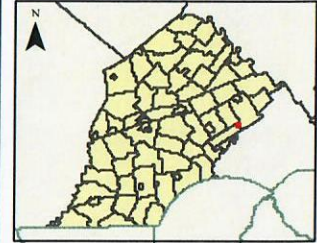
BOS Action Items

The questions before the BOS are therefore 1) should we formalize a sewer connection policy to avoid confusing networks of spaghetti connections and provide for more future opportunities for sewer connections and, if so, 2) how should the costs for extending the system be allocated between the Township and property owners?

Map



COUNTY OF CHESTER
PENNSYLVANIA



Map Created:
Monday, January 25, 2021

County of Chester



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Memorandum

To: Jon Altshul, Township
Manager, Westtown
Township
From: Ann M. Toole, CPRP
CC: Andrew Mears, RLA
Date: 10-14-20
Re: Potential Grant
Framework

Dear Jon,

Here is information including assumptions for a potential grant framework for improvements to Oakbourne Park. The first section lists the first line of grants that Westtown would seek with information that Andy and I assembled. The second section contains the potential funding scenarios with grants.

On a side note, I work on projects with a Washington, D.C. lobbyist. He knows his stuff. He's saying that an infrastructure/jobs program is coming out soon and targeted at shovel ready projects - lots of money will be available. So we can keep a watch on this. He's getting all of his clients' projects ready to roll. There's been speculation on this but I tend to really listen to him.

First Line of Grants

The first line of grants are those that are the most readily known and achievable. Other grant opportunities arise such as the Disney Foundation, American Water and others. The Township could designate a responsible staff member to look for these if time permits. Belonging to PRPS is also a ready source of grant funding opportunities.

- A **LWCF (Land & Water Conservation Fund)** is the largest grant you can probably get at \$1.5 million. It is federal funding. The Township applies to PA DCNR in its Community Partnerships grant program and then funnels projects into appropriate funding categories of their choosing including LWCF. Westtown Township has an excellent chance of getting this grant in 2021.
- **Conservation Partnerships Program Grants** is DCNR's overall program to submit park improvement grants to including LWCF. If awarded under state funds, projects usually cap at \$250,000. If DCNR really likes the project, they'll award more. If we apply for more, they usually come back and ask if you can do the

project for a lesser amount and what the final park improvement would be at that level. An example: I applied for \$425,000 for a park project. The DCNR rep asked what we can do for \$250,000. We turned in a good \$250,000 project that they approved and awarded to us. A few months later, they came back and gave us another \$225,000. Sometimes awarded projects aren't implemented. When the grant gets turned back, DCNR gives it to another worthy project. You can't get one of these every year as they are very competitive. They require a dollar for dollar match and in-kind services are accepted as a match and you must show progress once funded in order to apply for the next one. But every other year or so is worth applying.

- **Greenways, Trails and Recreation Program (GTRP)** Act 13 of 2012 establishes the Marcellus Legacy Fund and allocates funds to the Commonwealth Financing Authority (the "Authority") for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects using the Greenways, Trails and Recreation Program. Projects which involve development, rehabilitation and improvements to public parks, recreation areas, greenways, trails and river conservation PA DCED manages this program. This program requires only a 15% cash match. It is important to know that this is a politically influenced program. Seven members of the Authority must make a unanimous decision about awarding grants too each project. The maximum grant is \$250,000. The 15% match is \$44,117 in cash for a total project price of \$294,117. DCED and DCNR grants can be used as matches for both GTRP and Community Conservation Partnerships grants. To use GTRP grants as a DCNR match, you must have an approved grant from DCED as DCNR requires that you have a match in hand at the time you apply for a DCNR grant. So this just requires the right grant application sequencing.
- **PennVEST** actively funds green initiatives that promote and encourage environmental responsibility in communities that are



creative and innovative with green solutions for water quality management. These solutions can be as simple as installation of water barrels for water collection and re-use, to regional projects that reduce sediment and nutrient contamination of the Chesapeake Bay watershed by reducing storm water runoff from agricultural areas. PennVEST likes to fund infrastructure projects in parks as they are highly visible and positive improvements. This is a grant or loan program or a combination grant/loan program. The loans may be a desirable option as they do not require a match and in the end may make more financial sense than matching a grant. There is no grant deadline; discussions are held on an ongoing basis with awards made accordingly. To move forward, contact the following via email:

- Rebecca Kennedy at rebkennedy@pa.gov
- In the email, provide information on:
 - The project with the Scope of Work
 - The project timeline
 - Cost estimates - Your park master plan will have cost projections that you need. Andy can advise you more on the Green Infrastructure costs. Your construction and bid documents will ultimately give you final costs that PennVEST wants.

Rebecca would then contact you to arrange a virtual meeting with her and the DEP representative to discuss the project, funding and how to move forward.

- **Growing Greener** - The Growing Greener program is used for farmland preservation projects, open space conservation, state park maintenance, abandoned mines reclamation, watershed restoration, and recreation sites. The Department of Environmental Protection says the program is the largest single investment of state funds in Pennsylvania's history to address the state's critical environmental concerns. In 202, 149 projects totaling \$34 million were awarded. We are awaiting information on the 2021 grant round.
- **Chester County Preservation Partnership Grant Program** - Park and Trail Improvement Grants fund park facility and trail construction costs at a maximum of 50% up to \$250,000 for parks of 20 or more contiguous acres. The next grant round is underway with applications due February 26, 2021 at 4:00 P.M.



- **PECO Green Region** - Natural Lands administers the PECO Green Region Open Space Program. Recognizing that open space in our communities is a crucial element of the quality of our lives, the PECO program awards grants for southeastern Pennsylvania municipal and non-profit (within the City of Philadelphia) efforts to preserve, protect, and improve open spaces. Improving municipal open spaces, including planning costs. Funds may be used for habitat improvements such as installing or improving meadows, woodlands and riparian buffers. The plans also may include the installation of capital improvements for passive recreation such as trails, boardwalks, kiosks and observation platforms, but not parking lots. Such expenses may include consultant fees for landscape architects, park designers, botanists, engineers, installation of LED and energy efficient lighting, etc. Grants of up to \$10,000 and 50% of the project cost are available. Applications are usually due in November. A good project for this could be the Story Trail by the playground.

Grant Funding Scenarios

We have made calls to state and county grant managers with questions about the frequency we could anticipate grants being funded under their auspices. In COVID, we are now awaiting calls back. We will update this report as information is available. Below is a chart with optimistic, realistic and pessimistic scenarios.



Funding Scenarios			
Grant	Amount	Match	Frequency Anticipated
FY 2021			
Realistic			
PADCNR: LWCF	\$1,500,000	\$1,500,000	Once in five years. In between, Westtown could apply for DCNR Conservation Partnerships funding which would be a max of \$250,000 with a match of \$250,000. Every three year frequency is a working estimate.
PennVEST	\$2,000,000 – 3,000,000	No match required for a loan. The loan must be paid back with extremely low interest.	One loan or grant for this park master plan would fund the green infrastructure.
PA DEP Growing Greener	Awaiting information on 2021 grant round.		Grant round is delayed because of COVID. 2020 awards were just announced. https://www.dep.pa.gov/Citizens/GrantsLoansRebates/Growing-Greener/Pages/default.aspx
PECO Green Region	\$10,000	\$10,000	PECO grants could be obtained every few years.



Optimistic – The above grants plus GTRP and Chester County shown below			
GTRP from PADCED	\$250,000	\$44,117	This is politically influenced and must be managed assertively to get support to secure an award. Pursue this for up to three years if not funded. If awarded, keep applying in subsequent years.
Chester County Preservation Partnerships	\$250,000	\$250,000	The grant round is underway. Applications are due February 26, 2021. That is a very short timeframe for an application even though it's a three year project period once awarded. Consider this for 2022.
Pessimistic			
PA DCNR	\$250,000	\$250,000	If PA DCNR wants the LWCF funds to go to another project, they could offer Westtown a \$250,000 grant.
PECO Green Region	\$10,000	\$10,000	This could help develop an interpretive plan or signage system.
PennVEST	\$2,000,000 – 3,000,000	No match required for a loan. The loan must be paid back with extremely low interest.	It's likely that you would get PennVEST funds.
2022+			
Continue to apply for PA DCNR grant funds every other year or on the advice of the DCNR Regional Manager. Continue to pursue PA DCED GTRP funds if not awarded in 2021. Sometimes it takes several grant rounds to get approved. If awarded, continue to apply in subsequent years once your project is completed. PECO Green Region likes to distribute funding among municipalities to support PECO's wishes. Speaking with Natural Lands about subsequent applications can inform and direct your efforts.			



MEMO

Date: January 28, 2021

To: Board of Supervisors

From: Jon Altshul, Township Manager

Re: Consideration of Thornbury Township, Chester County, Traffic Signal Agreement

We have received the attached draft traffic signal agreement from Thornbury Township, Chester County. Historically, Thornbury Chesco (like Thornbury Delco) has reimbursed Westtown for 50% of the costs of the shared traffic signals, plus a 15% fee to cover the Township's labor and overhead costs. That 15% corresponds with an average of about \$1,500 per year. I believe this 15% is an accurate proxy for staff's annual time spent coordinating with the traffic signal vendor and processing bills.

In this proposed agreement, however, Thornbury Chesco is proposing that it pay a flat fee of \$1,000 per year, instead of 15%. While this is more than the \$0 that they offered previously, it is still less than the 15% that has been paid in the past or the 15% that Westtown re-affirmed with Thornbury Delco in the agreement signed on January 19.

Otherwise, there are a few superficial issues in the draft agreement that can be resolved at the staff level before it is ready to be signed.

TRAFFIC SIGNAL MAINTENANCE AGREEMENT

This **JOINT TRAFFIC SIGNAL MAINTENANCE AGREEMENT** (this “Agreement”) is entered into on the ____ day of _____, 2020 by and between the TOWNSHIP OF WESTTOWN, CHESTER COUNTY (“Westtown”) and the TOWNSHIP OF THORNBURY, CHESTER COUNTY (“Thornbury CC”), both being municipal corporations organized and existing under the laws of the Commonwealth of Pennsylvania.

BACKGROUND

WHEREAS, Westtown and Thornbury CC share common municipal boundaries; and

WHEREAS, said municipal boundaries share the use of certain traffic signals (“Traffic Signals”) at the following intersections:

- PA Route 926 and US Route 202 with Left Turn Signal
- PA Route 926 and Dalmally Road
- PA Route 926 and S. New Street
- PA Route 926 and S. Concord Road
- PA Route 926 and Westtown Road
- PA Route 926 and Shiloh Road

WHEREAS, Westtown has historically paid for all costs associated with the Traffic Signals; and

WHEREAS, Thornbury CC has historically reimbursed Westtown, upon receipt of invoicing, for a portion of the maintenance, repairs, upgrades, insurance, labor, and other direct costs associated with upkeep, plus a 15% administrative fee, for all of the Traffic Signals; and

WHEREAS, Westtown and Thornbury CC wish to enter into a written agreement regarding the allocations of maintenance responsibilities, energy costs, signal system upgrades, and labor costs associated with the Traffic Signals. Upgrades may include those necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians at the Traffic Signals.

NOW, THEREFORE, in consideration of the following mutual promises and agreements and for good and other valuable consideration, the receipt and lawful sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the parties agree as follows:

1. Incorporation and Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein as if her set forth in their entirety.

2. Location. The parties agree to assume the responsibility for payment of the costs, in the manner as set forth herein, relating to the maintenance and repair of the Traffic Signals, accessories, and appurtenances set forth above.
3. Responsibility for Traffic Signals. The parties shall have the following responsibilities for the Traffic Signals:
 - A. Electrical Service Cost. The costs for electrical service and power for the Traffic Signals shall be initially paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - B. Contract Maintenance Cost. Contract maintenance costs related to maintenance, repair, and replacement of the Traffic Signal shall be initially by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - C. Traffic Signal Upgrades Cost. The design and construction costs to implement upgrades to the Traffic Signals as may be necessary to enhance and augment intersection safety and capacity for vehicles and pedestrians, shall initially be paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - D. Insurance. The cost for insurance coverage for Traffic Signals shall initially be paid by Westtown Township and subsequently invoiced to Thornbury CC as provided herein.
 - E. Labor Costs. Any direct labor costs by Westtown Public Works on the Traffic Signals, shall initially be paid by Westtown and subsequently invoiced to Thornbury CC as provided herein.
 - F. Invoicing. Westtown shall invoice Thornbury CC for 50% of the actual amount paid by Westtown for all existing Traffic Signals along their common municipal boundary for costs incurred pursuant to Paragraph 4.A through E above and, in lieu of the prior administrative fee, Thornbury CC shall pay an annual fee of one thousand dollars (\$1,000.00) to reimburse Westtown for all administrative costs as well as all staffing costs incurred for traffic management with third party vendors.
 - G. Payment. Thornbury CC shall pay all invoice/s as set forth in Paragraph 4.F above within 45 days of receipt of said invoice/s.

4. Exercise of Powers. Westtown shall exercise its powers within its respective corporate jurisdiction in furtherance of maintenance and/or upgrades of the Traffic Signals and shall retain sole responsibility for its jurisdictional authority.
5. Effective Date. This Agreement shall become effective as of the date of the execution by each of the parties hereto.
6. Notices. Any notice under this Agreement shall be in writing and shall be deemed to be effective when personally served or deposited in the United States mail postage prepaid addressed to the parties at the respective address set forth below:

To Westtown:
Township Manager
Westtown Township
P.O. Box 79
Westtown, PA 19395

To Thornbury:
Thornbury Township Chester County
8 Township Drive
Cheyney, PA 19319

7. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania.
8. Entire Agreement. This Agreement contains the entire Agreement between the parties hereto and may not be changed except by an amendment in writing signed by both parties.
9. Severability. If any portion of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, the remaining portions of this Agreement shall continue in full force and effect.
10. Further Assurances. Each party agrees to execute and deliver such additional instruments and documents and to take all such other action as may be reasonably required from time to time in order to effect the provisions and purposes of this Agreement.

(REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK.)

IN WITNESS WHEREOF, Westtown and Thornbury CC executed this Agreement the day and year first above written.

THE TOWNSHIP OF THORNBURY, CHESTER COUNTY
A Township of Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____

THE TOWNSHIP OF WESTTOWN, CHESTER COUNTY
A Township of the Second Class

By its Board of Supervisors
Its duly elected governing body

By: _____

Name: _____

Title: _____

Memo

To: Jon Altshul, Township Manager

From: Mila Robinson, Planner II

Date: January 29, 2021

Re: **Temporary holding tank and public sewer connection request for 1594 West Chester Pike**

The property at 1594 West Chester Pike (UPI. 67-2-113), located in C-1, Neighborhood and Highway Commercial, Zoning District, is serviced by an on-lot sewage disposal system that has failed. The property owner is exploring the possibility of connecting to public sewer; however, considering that it will take some time, the property owner is requesting the Township's approval to install a holding tank as a temporary measure. Due to the nature of the request, the approval of the Board of Supervisors is needed prior to the property owner submitting an official request.

Details are summarized below:

- The property is improved with a BP Gas Station and a Dunkin Donuts food service facility.
- The existing on-lot sewage disposal system consisting of a septic tank, pump tank, and a drainfield has failed. The drainfield is located at the SS Simon and Jude Church property (UPI. 67-2-42.3).
- The property owner has a shared operation and maintenance agreement with its neighbor at 1592 West Chester Pike (UPI. 67-2-112) and SS Simon and Jude Church for the maintenance and repair of private sewer pipelines and septic fields. The property at 1592 West Chester Pike, Valvoline, is serviced by a separate on-lot sewage disposal system and is under separate ownership.
- The Chester County Health Department (CCHD) shut down Dunkin Donuts due to a food license violation pertaining to the failing condition of the existing septic system. The gas station located on the same property and its neighbor, Valvoline, remained open.
- After discussions with the CCHD, the Township sent out notification letters to both property owners at 1592 and 1594 West Chester Pike requesting that they complete necessary repairs in a timely manner. Later, it was revealed that the two sewage systems were not connected but merely run alongside each other. The CCHD has determined that the issue is only with the drainfield that services 1594 West Chester Pike.
- Since then, the property owner had been working with the contractor and the CCHD to come up with remediation options. It was recommended that the commercial property connect to public sewer.
- The property owner obtained the services of a sewer engineer, Mr. Richard Branco, All County and Associates, Inc. to work with the Township engineer, Carroll Engineering, to determine the most feasible connection. An escrow account was set up for that work.
- Carroll Engineering has reviewed a sketch plan that included three options:
 - Connection to a sanitary manhole at Wickerton Drive. This is the least favorable option. Chester Road is a state highway. PennDOT does not permit private utilities within the

limits of a state highway. Therefore, the Township would have to take ownership of the line from the Wickerton manhole to 1594 West Chester Pike. This 800' line would only be servicing one private parcel. In addition, the Mariner East Pipeline was installed along Chester Road, and there are other gas pipelines crossing Chester Road in the vicinity of Wickerton Drive, which may complicate installation of the sewer connection.

- Connection to a sanitary manhole at SS. Simon and Jude Church property.
- Connection to a sanitary manhole at Whittleby Court (Chesterfield). This is the most favorable option.
- Carroll Engineering recommends that property owner contact the Chesterfield HOA about granting an easement for access to the manhole at Whittleby Court. The property owner is requesting the Township's approval of having an easement agreement with the HOA.
- The property owner is also requesting the Township's approval to install a holding tank as a temporary measure to be able to reopen Dunkin Donuts while the public sewer connection is under discussion.
 - As per discussions with the CCHD, the property owner will have to go through the sewage facilities planning modules process with DEP to obtain a holding tank permit. Therefore, it is imperative to know the Township's position on the issue prior to the property owner completing the paperwork necessary for approval with DEP and the CCHD.

Next steps:

- The Board of Supervisors decision on whether the holding tank request will be approved for this commercial property. Considering that Dunkin Donuts has been close for some time, the applicant is requesting a timely decision to take all necessary steps for permit issuance.
 - Article V, Chapter 132-31, Retaining tanks, and Article II, Holding Tanks, of the Township Code regulate the use of retaining tanks as a remedy for malfunctioning on-lot sewage systems. The permit process for retaining tanks involves the Township, the CCHD and DEP. The Township has only issued approval for those located on residential lots. The process for obtaining an approval to utilize the retaining tank at 1594 West Chester Pike will be similar, except that it will have to go through the sewage planning module process with DEP.

Enclosed are a site plan displaying the location of sanitary sewer in relation to parcels 67-2-112 and 67-2-113, a sketch displaying potential public sewer connections prepared by All County and Associates, a plan titled Sewage Disposal System for Amoco Oil Company dated 1996 for a deed of right-of-way and sanitary easement, an addendum to the deed of right-of-way and sanitary easement, and a CCHD sewage violation letter.



THE COUNTY OF CHESTER



COMMISSIONERS

Marian Moskowitz
Josh Maxwell
Michelle Kichline

JEANNE E. CASNER, MPH, PMP
County Health Director

CHESTER COUNTY HEALTH DEPARTMENT

Water and Sewage Division
Chester County Government Services Center
601 Westtown Road, Suite 288
West Chester, PA 19380-0990
610-344-6526 FAX: 610-344-5934
www.chesco.org/health

Sewage Violation Letter

Date: 02/24/2020
Owner: 1594 West Chester Realty LLP
Address: 815 Brickyard Rd, Potomac MD 20854
RE: Sewage Violations
Tax Parcel ID #: 67-2-113



Dear 1594 West Chester Realty LLP:

On February, 24, 2020 a Sewage Enforcement Officer from the Chester County Health Department conducted an inspection of your property located at 1594 West Chester Pike identified by the Tax Parcel ID number noted above. This inspection was conducted to verify the septic inspection report.

The inspection found what appears to be raw or partially treated sewage effluent being discharged onto the surface of the ground. This condition represents a serious health hazard. It also violates the Rules and Regulations of the Chester County Health Department as follows:

Chapter 500, Subsection 502.3.1.2. No individual sewage disposal system, community sewerage system, privy, cesspool, urinal, or other receptacle for sewage shall be constructed, maintained, or used which directly or indirectly drains or discharges over or upon the surface of the ground or into the Waters of the Commonwealth.

Chapter 500, Subsection 503.2. Adoption by reference of the "Sewage Facilities Program", Title 25, Rules and Regulations; specifically Chapter 73, "Standards for Sewage Disposal Facilities", Subsection 73.11(D) which states: Liquid wastes, including kitchen and laundry wastes and water softener backwash, shall be discharged to a treatment tank. No sewage system may discharge untreated or partially treated sewage to the surface of the ground or into the Waters of the Commonwealth except as specifically approved by the Department under Section 202 and 207 of The Clean Streams Law (35 P.S., 691.202 and 691.207).

Furthermore, this observed condition may be a violation of the Pennsylvania Sewage Facilities Act, (35 P.S. 750) and the Clean Streams Law (35 P.S. 691.202).

Other Comments:

A dye test was conducted on 2/21/2020; on 2/24/2020 the site was visited. At the malfunction there was faint sections of green, as well the employee notified us of green dye that would appear (faintly) in the toilet from time to time.

Within 48 hours of receipt of this notice, the sewage disposal system must be pumped by a licensed sewage hauler and copies of the receipts forwarded to this Department. Subsequently, the system must be pumped by a licensed sewage hauler as often as necessary to prevent further overflows and discharges to the surface, or corrected by other methods approved by this Department. Any sewage effluent observed to be overflowing or discharging onto the surface of the ground after the above-specified time period will result in non-traffic citations being issued against you, the property owner. Please note that a permit must be obtained from this Department prior to any repair, replacement or enlargement of the sewage disposal system treatment tank, subsurface absorption area, or retention tank. Such is required by Act 537, and title 25, Chapter 72, Subsection 72.22(b).

Do not hesitate to contact me at (610) 344-6488 between 7 am and 3:30 pm, Monday through Friday, if you have any questions.

Respectfully,

Ryan Oxenford
Environmental Health Specialist

Cc: Westtown

2950

RETURN TO

LAWYERS TITLE INSURANCE CORPORATION
Two Penn Center Plaza, Suite 1230
Philadelphia, PA 19102

**DEED OF RIGHT-OF-WAY AND
SANITARY SEWER EASEMENT**

2/3

C-13376

THIS INDENTURE, made this 30th day of October, 1996, between **SLEEPY HOLLOW FARMS**, a Limited Partnership organized and existing under the laws of the Commonwealth of Pennsylvania, with an address of c/o 240 Daylesford Plaza, Paoli, Pennsylvania 19301, being the owner and party in interest in the following described property (hereinafter called "Grantor") and **AMOCO OIL COMPANY**, a corporation organized and existing under the laws of the state of Maryland with a principal place of business of 200 East Randolph Drive, Chicago, Illinois, 60601 (hereinafter called "Amoco") and **ELVIRA PROPERTIES OF PENNSYLVANIA, INC.**, a Corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 136 Cypress Drive, Broomall, Pennsylvania 19008 (hereinafter called "Elvira") (Amoco and Elvira collectively referred to as "Grantees");

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land situate in the Township of Westtown, Chester County, Pennsylvania, more particularly described as Tax Parcel Number 67-2-42-3 and described by a Deed dated March 1, 1982 and recorded in the Office for the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 59, at page 479); and,

WHEREAS, Amoco is the equitable owner of a certain tract of land situate adjacent to Grantor's property in the Township of Westtown, Chester County, Pennsylvania, more particularly described as Tax Parcel Number 67-2-113, and described in a Deed dated

BK4105PG0261

March 1, 1982 and recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Deed Book 59, at page 476 (hereinafter referred to as Parcel A); and,

WHEREAS, Elvira is the owner of a certain tract of land situate adjacent to Grantor's property in the Township of Westtown, Chester County, Pennsylvania, more particularly described as Tax Parcel Number 67-2-112, and described in a Deed dated January 28, 1993 and recorded in the Office for the Recorder of Deeds for Chester County, Pennsylvania in Deed Book 3485, at page 38 (hereinafter referred to as Parcel B); and,

WHEREAS, Amoco will develop Parcel A as a gasoline fueling facility and convenience store, as more particularly depicted on the Land Development Plan prepared by Bohler Engineering, Inc., dated August 1, 1995 and last revised March 6, 1996, which is attached hereto, incorporated herein and marked as Exhibit "A"; (hereinafter referred to as the "Plan"), and,

WHEREAS, Elvira will develop Parcel B as automobile service and repair facility providing lubrication services, as more particularly depicted on the Plan; and

WHEREAS, Grantor has agreed to grant and convey to Grantees an easement or right-of-way over and across its property for the installation of private sanitary sewer transmission lines and septic fields; and,

WHEREAS, Grantees will construct a sanitary sewer drain field as located on the attached Plan together with certain sewer pipelines, accessories and appurtenances within the tract hereinabove described and in conformance with the aforesaid Plan.

NOW, THEREFORE, WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, as well as the

advantage to it accruing as for diverse and other considerations affecting the public welfare which it seeks to advance, has granted, bargained, and sold and by these presents does grant, bargain, and sell unto the said Grantees, its successors and assigns, the following:

1. Such right, title or interest, right-of-way and easement, on and under the land described in the metes and bounds which are attached hereto as Exhibit "B" and incorporated by reference herein, along with the route designated on the Plan referred to hereinabove and attached hereto as Exhibit "A", as are necessary to operate, replace and maintain said sewer pipelines and septic fields with all accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for the full and complete use by Grantees of the said right, title or interest, right-of-way and easement, and for the sole exercise of said rights and privileges to replace, renew, repair and maintain said sewer pipeline and septic fields, with accessories and appurtenances, including surface markers, access manholes, valves, boxes and conduits.

The said title, right or interest, right-of-way and easement herein granted to Grantees for the operation, change, repair, renewal and maintenance of the said pipeline, septic fields, accessories and appurtenances, are defined and limited as follows:

a. To the occupation and use of such area underground as is required for the existence, anchorage and support of the sewer pipelines and septic fields as shown on the aforementioned Plan together with accessories and appurtenances thereto as well as for the accommodation of surface markers, valves, boxes and conduits and other accessories and appurtenances.

b. To the occupation and use of such surface area as shall be required for the said valves, boxes, conduits and other accessories and appurtenances, including markers.

c. To the temporary occupation and use of such surface area as shall be at any time or times in the future be reasonably required for the operation, change, replacement, renewal, repair and maintenance of the said sewer line, septic fields and accessories.

2. Grantees shall, in connection with the exercise of any rights under the aforesaid perpetual rights-of-way and easement, restore the surface of the said strips of land to, as nearly as practicable, its contour and condition as existed prior to the exercise of any said rights, and shall also restore said strips of land with equal surfacing of gravel, macadam, concrete, or other improved surface as the case may be.

3. Grantor is to have full use and enjoyment of said right-of-way surface except for the purposes granted to Grantees.

4. The Parties hereto, for themselves, their heirs, executors, successors and assigns, hereby covenant and agree that no structure shall be constructed or permitted over the sanitary sewer drain field, pipelines, and all accessories or appurtenances.

5. The construction and installation of the sanitary sewer pipeline and septic fields shall be the sole responsibility and at the cost of Grantees. Grantees agree to equally divide the costs of construction and installation.

6. Grantees shall be solely responsible for restoration of the surfaces of the said strips of land, to the extent practicably required, after the initial installation of the sanitary sewer pipeline and septic fields.

7. In connection with the said initial installation, Grantees shall indemnify and hold harmless Grantor from any and all claims against Grantor which may occur.

8. At all times throughout the effective life of this agreement, Grantees shall maintain the easement and operate and maintain the sanitary sewer pipelines and septic drain fields.

9. The maintenance and repair of the sanitary sewer pipeline and septic fields shall be the sole responsibility and at the cost of the Grantees. Grantees agree to equally divide the costs of maintenance and repair.

10. Grantees shall have and hold the right-of-way and easement to and for their use, and for the use of their successors and assigns as to the real property located in Westtown Township and shown on the Plan which requires the installation of this sanitary sewer line and septic fields only, as specifically described hereinabove and is limited to the private sanitary sewer line and septic fields until such time as public sewer capacity is available at which time Grantees shall terminate the use of the private sewer pipeline and septic fields in a reasonable amount of time and tie into the public sewer system. Once Grantees have tied into the public sewer system, this sanitary sewer easement shall be extinguished.

11. This Agreement shall remain in full force and effect so long as Parcel A continues to be used as a gasoline fueling facility and convenience store and Parcel B

continues to be used as an automobile service and repair facility providing lubrication services. In the event that either Grantee shall cease using their respective Parcel for the uses hereinbefore described, with no intention to resume such use, or shall cease such use for one year for any reason, Grantor shall have the right to terminate this Agreement by giving sixty (60) days written notice to the then owner of the Parcel on which the use has ceased.

12. If at any time the Grantees fail in any respect to maintain and/or repair the sanitary sewer pipeline or septic fields to the reasonable satisfaction of the Township of Westtown, or if the Grantees shall abandon or unduly delay any work of installation, construction, reconstruction, repair or otherwise, or shall fail to correct or complete any omitted or defective work connected with the installation, construction and operation of the sanitary sewer pipeline and septic fields, then the Township of Westtown, in its sole discretion and without the consent or approval of any other person or entity, including the Grantees, shall have the right to enter the Grantees' property and take appropriate corrective measures and proceed to recover the costs of maintenance and/or repair from Grantees. The Township shall not come onto the Grantees' property until written notice is sent to Grantees notifying them of their failure to maintain the sewer pipelines and/or septic fields. The Grantees shall inform the Township in writing within ten (10) days after receipt of the aforesaid notice of failure to maintain the sewer pipeline and septic fields stating Grantees' intention to maintain the sewer pipeline and septic field. The Township shall have the right to pursue all legal and equitable remedies it may have against the

Grantees, including the right to place a municipal lien on Grantees' property, to recover the costs of maintaining and/or repairing the sanitary sewer pipeline and septic fields.

13. This Agreement shall be interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania.

14. The Parties hereto agree that this Deed of Right-of-Way and Sanitary Sewer Easement Agreement shall be recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania.

15. Grantees, by accepting delivery of this instrument and recording the same in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania, covenant and agree that:

(a) Grantees shall not introduce into the sanitary sewer transmission lines or septic fields located on Grantor's property any hazardous substances, petroleum products or other material other than domestic, human waste, and then only in quantities and of a quality consistent with the standards established for such septic fields established by the Chester County Health Department or other governmental body having jurisdiction;

(b) Grantees shall, upon termination of their rights under this easement, remove all transmission lines, septic fields and other artificial improvements, and restore the land from which they are removed in accordance with sound engineering practices and regulations and requirements of all governmental agencies having jurisdiction;

(c) Grantees, and their successors and assigns, to the fullest extent permitted by law, shall indemnify, defend and save harmless Grantor, its successors and assigns, from and against any and all injuries, damages, claims, costs and expenses

incurred by Grantor, its successors and assigns (including without limitation attorneys fees, costs and expenses), arising out of or related to the exercise of Grantees' rights under this Deed of Right of Way and Sanitary Sewer Easement, or the use of or introduction into the land subject to the easement created hereby of any waste or substance whatsoever by Grantees, or their licensees or invitees.

The foregoing covenants by Grantees shall survive the extinguishment of the sanitary sewer easements created by this instrument.

IN WITNESS WHEREOF and intending to be legally bound hereby, Grantor has hereunto set its hands and seal the day and year first above written.

ATTEST:

**GRANTOR:
SLEEPY HOLLOW FARMS**

Kristen S. Camp

BY: Thomas A. Riley Jr.
Thomas A. Riley Jr.

ATTEST:

Kristen S. Camp

BY: Howard F. Riley, Jr.
Howard F. Riley, Jr.

S:\WFOFFICE\W\FIDOC\SKRISTINAMOCO\RILEY.DRA
October 30, 1998

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF *Chester* :

On this, the 30 day of October, 1996 before me, the undersigned officer, personally appeared THOMAS A. RILEY, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Renee M. Scott

NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARIAL SEAL
RENEE M. SCOTT, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires April 26, 1999

COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF _____ :

On this, the th 30 day of October, 1996 before me, the undersigned officer, personally appeared HOWARD F. RILEY, known to me or satisfactorily proven to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

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

Mary P. LoGiurato
NOTARY PUBLIC

MY COMMISSION EXPIRES:

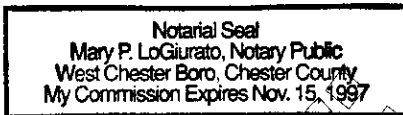


EXHIBIT "B"

BEGINNING at a point on the westerly legal right-of-way line of Chester Road (a.k.a. S.R. 352, variable width), said point being on the dividing line between Lot 43 and Lot 42.3 and from said point of beginning running thence;

1. Along the westerly legal right-of-way line of Chester Road, South 14 degrees, 16 minutes, 43 seconds East, a distance of 85.77 feet to a point of non tangent curvature, thence;
2. Still along the westerly legal right-of-way line of Chester Road, along a curve to the left having a central angle of 08 degrees, 28 minutes, 40 seconds, a radius of 1457.39 feet and an arc length of 215.65 feet bearing a chord of South 08 degrees, 32 minutes, 47 seconds East, a chord distance of 215.45 feet to a point of tangency, thence;
3. Still along the westerly legal right-of-way line of Chester Road, South 12 degrees, 47 minutes, 07 seconds East, a chord distance of 104.69 feet to a point, thence;
4. Along the dividing line between Lot 42.3 and Lots 46, 45, 44, 43, Tax Map sheets 67-2H, North 85 degrees, 12 minutes, 18 seconds West, a distance of 719.18 feet to a point, thence;
5. Along the dividing line between Lot 42.3 and Lot 43, Tax Map Sheet 67-2, North 62 degrees, 09 minutes, 40 seconds East, a distance of 724.13 feet to the point and place of beginning.

CONTAINING 140, 054 square feet or 3.215 acres.



67250

DATE: 11/07/1996 TIME: 01:44P INST NO.: 67250
CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO : 064338	TYPE DOC :	MISC
REC FEE	:	29.00
LOC RTT	:	0.00
ST RTT	:	0.00
WRIT TAX	:	0.50

UnOfficial



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

REALTY TRANSFER TAX STATEMENT OF VALUE

See Reverse for Instructions

RECORDER'S USE ONLY

State Tax Paid	_____
Book Number	4105
Page Number	261
Date Recorded	11-7-96

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT — All inquiries may be directed to the following person:

Name: LAWYERS TITLE Telephone Number: _____
 Street Address: 2 PENN CTR. PHILA, PA 19102 City: PHILA, PA Area Code (215) 568-9680 State: _____ Zip Code: _____

B TRANSFER DATA

Grantor(s)/Lessor(s): <u>AMOCO OIL COMPANY</u>	Date of Acceptance of Document: <u>10-30-96</u>
Grantee(s)/Lessee(s): <u>SLEEPY HOLLOW FARMS</u>	
Street Address: <u>200 EAST RANDOLPH DR.</u>	Street Address: <u>BOX 568</u>
City: <u>CHICHA GO ILL. 60601</u> State: _____ Zip Code: _____	City: <u>PAOLI PA. 19301</u> State: _____ Zip Code: _____

C PROPERTY LOCATION

Street Address: LOT #113 - SOUTH SIDE HWY City, Township, Borough: WESTTOWN TOWNSHIP
 County: CHESTER School District: #3 WEST CHESTER Tax Parcel Number: 67-2-113

D VALUATION DATA

1. Actual Cash Consideration: <u>685,000.00</u>	2. Other Consideration: <u>0.00</u>	3. Total Consideration: <u>= 685,000.00</u>
4. County Assessed Value: <u>7500</u>	5. Common Level Ratio Factor: <u>15.89</u>	6. Fair Market Value: <u>= 119,025.00</u>

E EXEMPTION DATA

1a. Amount of Exemption Claimed: _____ 1b. Percentage of Interest Conveyed: 100%

2. Check Appropriate Box Below for Exemption Claimed

- Will or intestate succession _____ (Name of Decedent) _____ (Estate File Number)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) TRANSFER TAX IS BEING PAID ON THE WHOLE WITH DEED. AGREEMENT AND DEED RE RIGHT-OF-WAY AND SANITARY SOWER EASEMENT ARE APART OF THIS

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party: [Signature] Date: 10/30/96

2150 8

**ADDENDUM TO DEED OF RIGHT-OF-WAY AND
SANITARY SEWER EASEMENT**

THIS ADDENDUM TO DEED OF RIGHT-OF-WAY AND SANITARY SEWER EASEMENT, made this 10th day of June, 1997, between **THE ARCHDIOCESE OF PHILADELPHIA, BY HIS EMINENCE, ANTHONY CARDINAL BEVILACQUA, IN HIS CAPACITY AS ARCHBISHOP OF PHILADELPHIA** (hereinafter called "Grantor"), and **AMOCO OIL COMPANY**, a corporation organized and existing under the laws of the state of Maryland with a principal place of business of 200 East Randolph Drive, Chicago, Illinois 60601 (hereinafter called "Amoco") and **ELVIRA PROPERTIES OF PENNSYLVANIA, INC.**, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania with an address of 136 Cypress Drive, Broomall, Pennsylvania 19008 (hereinafter called "Elvira") (Amoco and Elvira collectively referred to as "Grantees");

WITNESSETH:

WHEREAS, Grantor is the owner of a certain tract of land situate in the Township of Westtown, Chester County, Pennsylvania, more particularly described as Tax Parcel Number 67-2-42.3 and described by a Deed dated December 26, 1996 and recorded in the Office for the Recorder of Deeds of Chester County, Pennsylvania, in Deed Book 4161, at page 146; and

WHEREAS, Grantor obtained such property from Sleepy Hollow Farms, a Limited Partnership, in a Deed of Gift dated December 26, 1996; and

WHEREAS, Amoco is the owner of a certain tract of land situate adjacent to Grantor's property in the Township of Westtown, Chester County, Pennsylvania, more particularly

described as Tax Parcel Number 67-2-113, and described in a Deed dated October 28, 1996 and recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Deed Book 4105, at page 255; and

WHEREAS, Elvira is the owner of a certain tract of land situate adjacent to Grantor's property in the Township of Westtown, Chester County, Pennsylvania, more particularly described as Tax Parcel Number 67-2-112, and described in a Deed dated January 28, 1993 and recorded in the Office for the Recorder of Deeds for Chester County, Pennsylvania in Deed Book 3485, at page 38; and

WHEREAS, Sleepy Hollow Farms conveyed and granted to Grantees an easement or right-of-way over and across its property for the installation of private sanitary sewer transmission lines and septic fields in a Deed of Right-of-Way and Sanitary Sewer Easement, dated October 30, 1996, and recorded in the Office of the Recorder of Deeds for Chester County, Pennsylvania, in Deed Book 4105, page 261; and

WHEREAS, Grantor took title to said property from Sleepy Hollow Farms subject to the Deed of Right-of-Way and Sanitary Sewer Easement and has agreed to amend the Deed of Right-of-Way and Sanitary Sewer Easement by adding the provisions contained herein to the aforementioned Agreement;

NOW, THEREFORE, WITNESSETH, that Grantor, for and in consideration of the sum of One Dollar (\$1.00), the receipt whereof is hereby acknowledged, as well as the advantage to it accruing as for diverse and other considerations affecting the public welfare which it seeks to advance, does agree to amend the Deed of Right-of-Way and Sanitary Sewer Easement as follows:

1. Paragraph 9 is hereby deleted in its entirety and replaced with the following language:

9. Amoco shall be responsible for the maintenance and repair of the sanitary pipeline and septic field which benefits and services its Parcel A and Elvira shall be responsible for the maintenance and repair of the sanitary sewer pipeline which benefits and services its Parcel B. Grantor shall not be responsible for any costs of maintenance and repair of the sewer pipelines and fields.

Amoco and Elvira agree that they shall be mutually responsible for determining which of them is responsible for a particular maintenance or repair problem. If they disagree, then they shall jointly select a qualified engineer whose opinion on who is responsible, and to what extent, shall be binding on both parties. The party deemed responsible shall be obligated to pay the engineer's fees. If each party is deemed partly responsible, they shall pay the fee in the same proportion which the engineer determined they are responsible for the underlying maintenance or repair item. The parties agree that the intent of this provision is to make it clear that the Grantor is not responsible for identifying whether Amoco or Elvira is responsible for correcting a particular problem, but instead that Amoco and Elvira will work in good faith between themselves to identify who is responsible

and correct the problem. If the Grantor does not receive written notice from Amoco and Elvira of their mutual agreement on the resolution of the problem in question within fifteen (15) days of when they both had notice of the problem, Grantor may select a qualified engineer who shall perform the same function and be compensated in the same manner as if selected jointly by Amoco and Elvira as discussed immediately above.

2. Paragraph 12 is renumbered to Paragraph 12(a) and a new Paragraph 12(b) shall be added to the Declaration which provides as follows:

12(b) If at any time, Amoco fails in any respect to maintain the sewer pipeline or septic field which services their Parcel A or if Elvira fails in any respect to maintain the sewer pipeline and septic field which services their Parcel B, which results in property damage to Grantor's property, or if the Grantees shall abandon or unduly delay any work of installation, construction, reconstruction, repair or otherwise on their respective sewer pipeline or septic field, or shall fail to correct or complete any omitted or defective work connected with the installation, construction and operation of the sanitary sewer pipeline and septic field servicing their respective parcel, then the Grantor, after consultation with the Township of Westtown and verification that the Township shall not make the necessary improvements and repairs as provided for in Paragraph 12(a) herein, shall have

the right to enter the Grantees' property and take appropriate corrective measures and proceed to recover the actual costs of maintenance and/or repair from Grantees provided such costs are reasonable. The Grantor shall not come onto the Grantees' property until written notice is sent to both the Township and to Grantees notifying them of Grantees' failure to maintain the sewer pipelines and/or septic fields. The Grantees shall inform the Grantor in writing within ten (10) days after receipt of the aforesaid notice of failure to maintain the sewer pipeline and septic fields stating Grantees' intention to maintain the sewer pipeline and septic field. The Grantor shall have the right to pursue all legal and equitable remedies it may have against the Grantees to enforce the terms of this Addendum to Deed of Right-of-Way and Sanitary Sewer Easement Agreement and Deed of Right-of-Way and Sanitary Sewer Easement Agreement and to recover the costs of maintaining and/or repairing the sanitary sewer pipeline and septic fields.

3. Paragraph 15(d) shall be added to the Declaration which provides as follows:

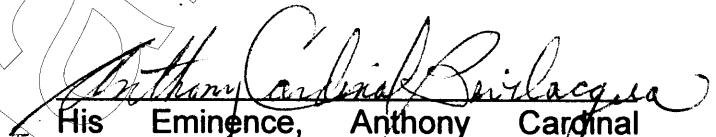
15. (d) Grantees agree that any and all construction, maintenance, repair, and/or reconstruction of any individual or community system, whether water and/or sewage, shall be in

full conformance with all applicable federal, state and local statutes, laws, regulations, rules and ordinances, including, but not limited to the rules and regulations of the Chester County Health Department pursuant to the Pennsylvania Sewage Facilities Act and such acknowledgment and averment is made by the Grantees hereto on behalf of themselves, their heirs, executors, administrators, successors, and assigns.

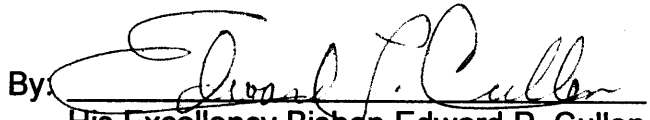
IN WITNESS WHEREOF, the Parties hereto have executed this instrument the day and year first above written.

ATTEST:

GRANTOR:



His Eminence, Anthony Cardinal Bevilacqua, D.D., J.C.D., J.D., in his capacity as Archbishop of Philadelphia and not in his personal or individual capacity

By: 
His Excellency Bishop Edward P. Cullen
Attorney-in Fact

COMMONWEALTH OF PENNSYLVANIA:

COUNTY OF *Phila* : SS

On this, the *10* day of *June*, 1997 before me a Notary Public, in and for the County and State aforesaid, the undersigned officer, personally appeared HIS EXCELLENCY EDWARD P. CULLEN, D.D., Attorney-in-Fact for HIS EMINENCE ANTHONY CARDINAL BEVILACQUA, and acknowledged that he executed the foregoing instrument for the purposes therein contained.

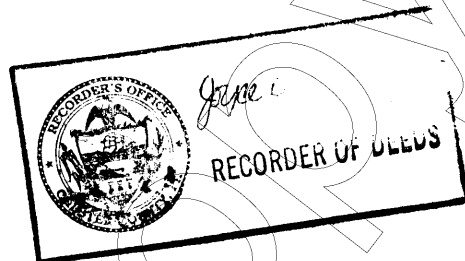
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Kimberly A Britton
NOTARY PUBLIC

MY COMMISSION EXPIRES:

NOTARIAL SEAL
KIMBERLY A. BRITTON, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 11, 1999

Unofficial

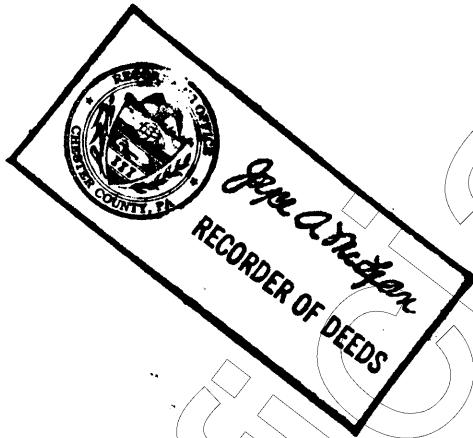


42462

DATE: 07/25/1997 TIME: 03:42P INST NO.: 42462

CHESTER COUNTY, PA
OFFICE OF THE RECORDER OF DEEDS

RECEIPT NO :	020660	TYPE DOC :	MISC
REC FEE	:		21.00
LOC RTT	:		0.00
ST RTT	:		0.00
WRIT TAX	:		0.50



RETURN TO

Buckley, Nagle, Gentry
304 N. High St
West Chester Pa.

BK 4208PG0570



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF INDIVIDUAL TAXES
DEPT. 280603
HARRISBURG, PA 17128-0603

**REALTY TRANSFER TAX
STATEMENT OF VALUE**

See Reverse for Instructions

RECORDER'S USE ONLY	
State Tax Paid	_____
Book Number	4208
Page Number	563
Date Recorded	7-25-97

Complete each section and file in duplicate with Recorder of Deeds when (1) the full value/consideration is not set forth in the deed, (2) when the deed is without consideration, or by gift, or (3) a tax exemption is claimed. A Statement of Value is not required if the transfer is wholly exempt from tax based on: (1) family relationship or (2) public utility easement. If more space is needed, attach additional sheet(s).

A CORRESPONDENT - All inquiries may be directed to the following person:

Name: Joseph E. Brion, Esquire
Telephone Number: 610 436-4400
Area Code (610) State Zip Code 19380
Street Address: 304 N. High Street, West Chester, Pennsylvania
City State Zip Code

B TRANSFER DATA

B TRANSFER DATA		Date of Acceptance of Document	
Grantor(s)/Lessor(s) Archdiocese of Philadelphia, by his Eminence	Grantee(s)/Lessee(s) Amoco Oil Company	6-10-97	
Street Address Anthony Cardinal Bevilacqua c/o Kevin Boyle, Esquire	Street Address 200 East Randolph Drive	City 30 Valley Stream Parkway Malvern, PA 19355	City State Zip Code Chicago, Illinois 60601

C PROPERTY LOCATION

Street Address: NA- Route 3 and Chester Road
City, Township, Borough: Westtown Township
County: Chester School District: West Chester Tax Parcel Number: 67-2-42.3

D VALUATION DATA

1. Actual Cash Consideration \$1.00	2. Other Consideration + 0	3. Total Consideration = \$1.00
4. County Assessed Value No Assessment	5. Common Level Ratio Factor x 16.13	6. Fair Market Value = No Assessment

E EXEMPTION DATA

1a. Amount of Exemption Claimed 100%	1b. Percentage of Interest Conveyed 100%
---	---

2. Check Appropriate Box Below for Exemption Claimed

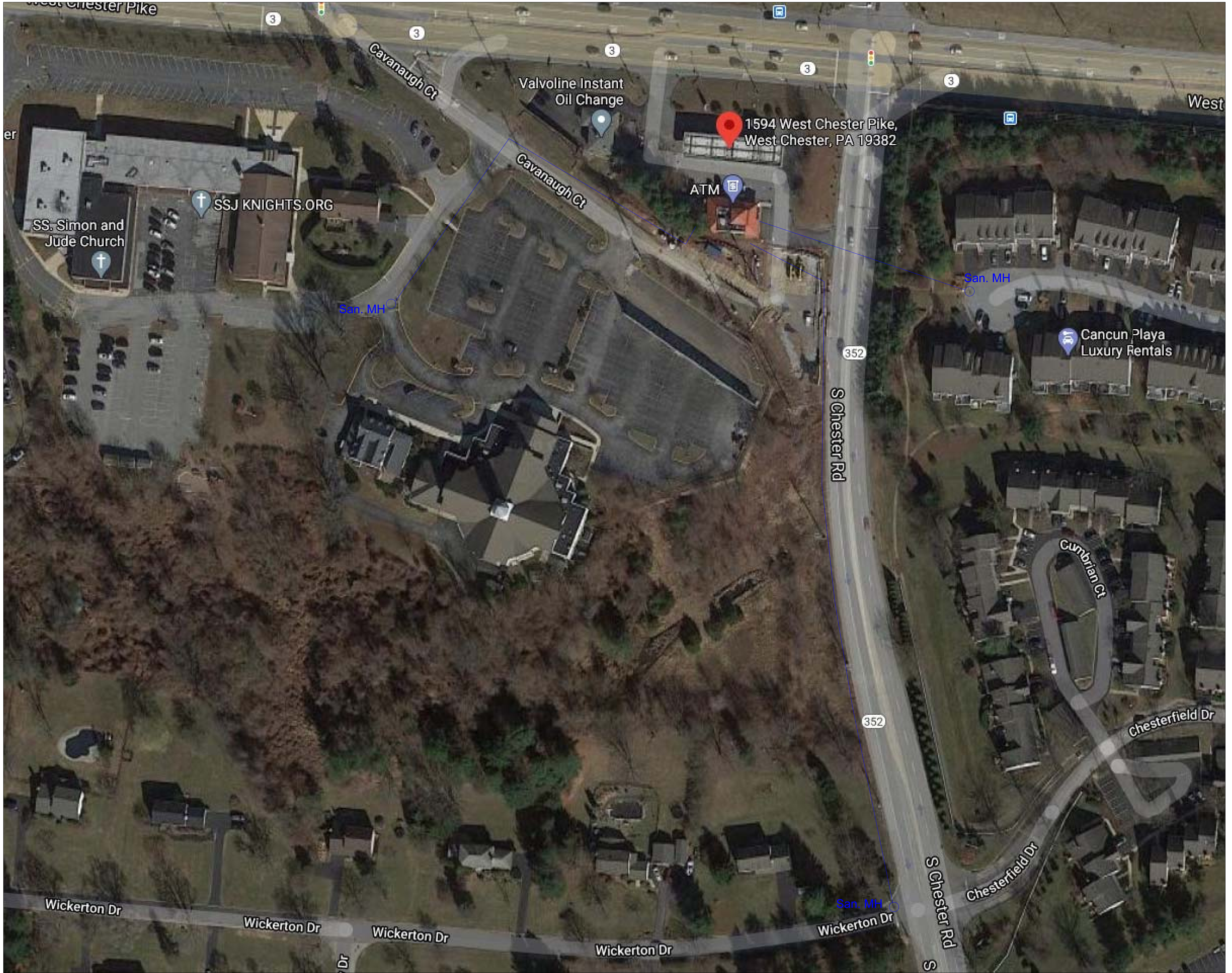
- Will or intestate succession (Name of Decedent _____ (Estate File Number) _____)
- Transfer to Industrial Development Agency.
- Transfer to a trust. (Attach complete copy of trust agreement identifying all beneficiaries.)
- Transfer between principal and agent. (Attach complete copy of agency/straw party agreement.)
- Transfers to the Commonwealth, the United States and Instrumentalities by gift, dedication, condemnation or in lieu of condemnation. (If condemnation or in lieu of condemnation, attach copy of resolution.)
- Transfer from mortgagor to a holder of a mortgage in default. Mortgage Book Number _____, Page Number _____
- Corrective or confirmatory deed. (Attach complete copy of the prior deed being corrected or confirmed.)
- Statutory corporate consolidation, merger or division. (Attach copy of articles.)
- Other (Please explain exemption claimed, if other than listed above.) Addendum to an Easement Agreement. Grantor is not conveying a fee simple interest in the property, only an easement to place sewer pipelines.

Under penalties of law, I declare that I have examined this Statement, including accompanying information, and to the best of my knowledge and belief, it is true, correct and complete.

Signature of Correspondent or Responsible Party:
Date: 7/23/97

FAILURE TO COMPLETE THIS FORM PROPERLY OR ATTACH APPLICABLE DOCUMENTATION MAY RESULT IN THE RECORDER'S REFUSAL TO RECORD THE DEED.

BK 4208 PG 571
BK 4208 PG 571



1594 West Chester Pike,
West Chester, PA 19382

Valvoline Instant
Oil Change

ATM

SSJ KNIGHTS.ORG

SS. Simon and
Jude Church

San. MH

San. MH

Cancun Playa
Luxury Rentals

Cumbrian Ct

Chesterfield Dr

Wickerton Dr

Wickerton Dr

Wickerton Dr

Wickerton Dr

San. MH

Wickerton Dr

S Chester Rd

Chesterfield Dr

352

352

3

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3

3

3

West

BEFORE YOU DIG ANYWHERE

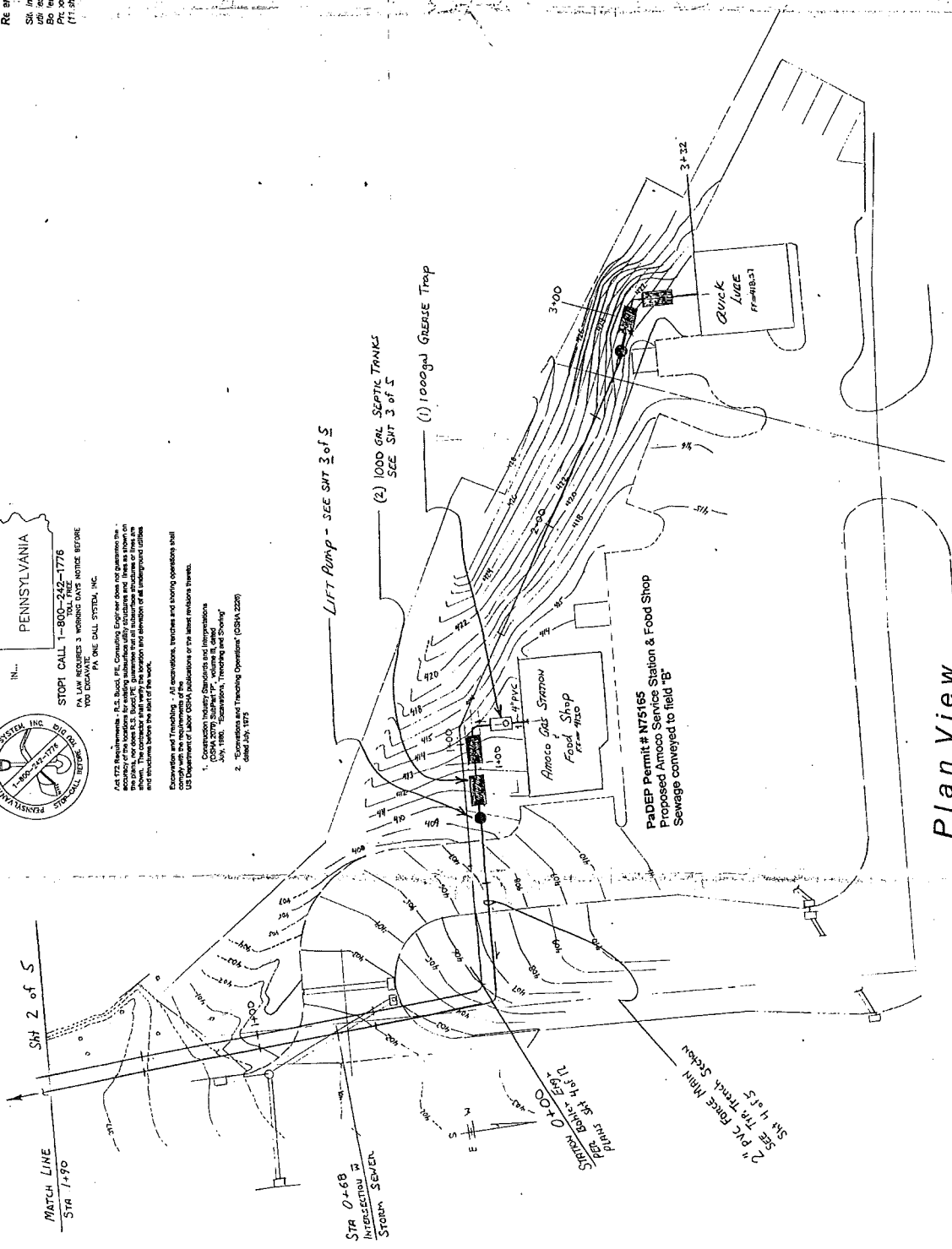


At 475 Pennsylvania Ave., Suite 1700, Harrisburg, PA 17101, the undersigned hereby certifies that the information contained herein is true and correct to the best of his knowledge and belief, and that he is duly qualified to perform the services herein described.

Execution and Filing: I, the undersigned, heretofore and hereunto duly qualified, certify that the information herein is true and correct to the best of my knowledge and belief, and that I am duly qualified to perform the services herein described.

1. Construction Industry Obligations and Interpretations (CISO) 1975, "Construction, Training and Safety"
2. "Construction and Training Operations" (CISO) 2200, dated July, 1975

Reference Drawings
Site information including topography, existing and proposed features and underground utilities as taken with permission from plans prepared by the Pennsylvania Department of Environmental Protection (PA DEP) for the proposed Commercial Development for Amoco Oil Company (11 sheets) (last revision 8/2, dated 9/11/96)



Plan View
Scale: 1" = 20'

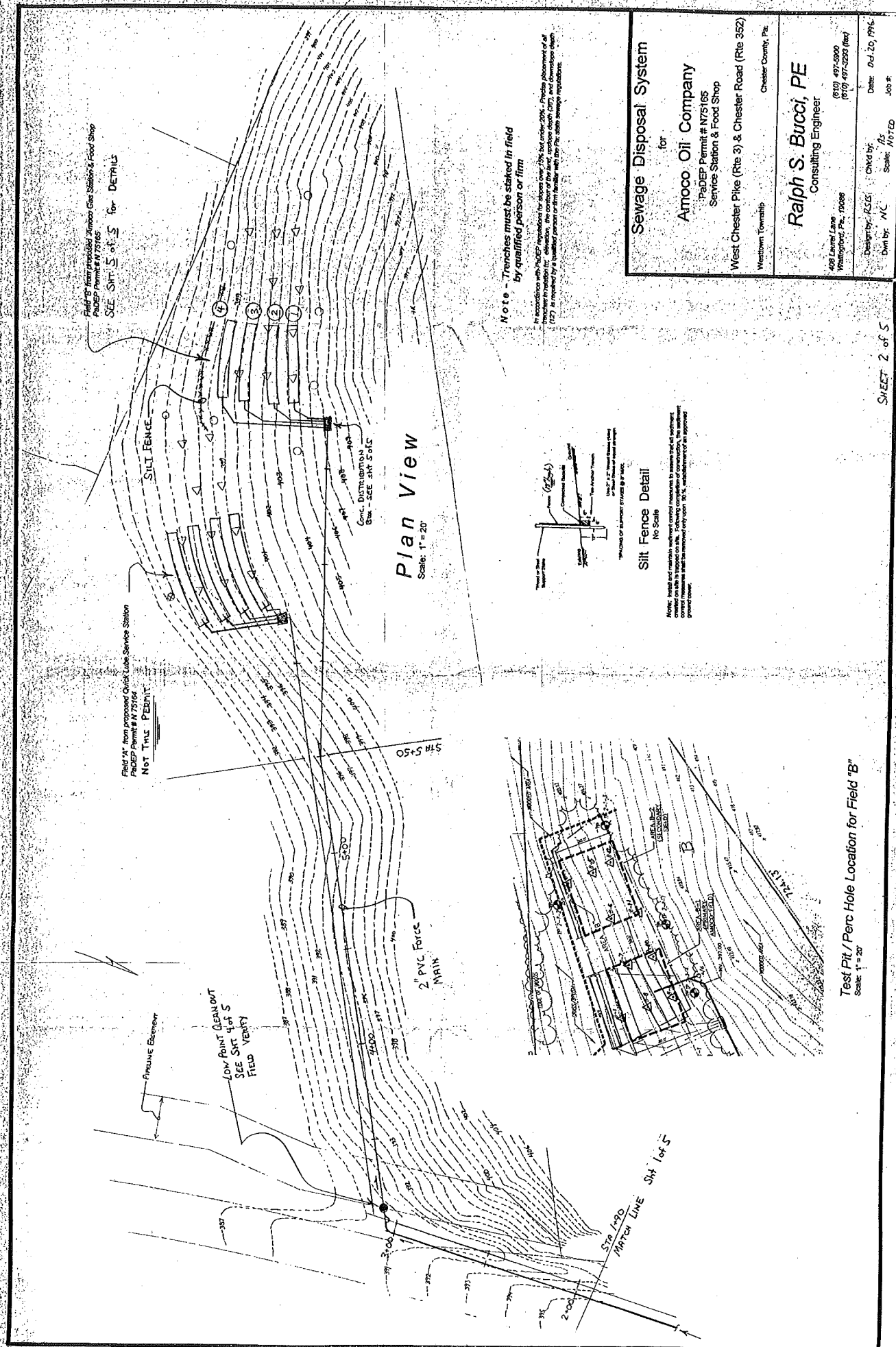
Rev 1/13/77
SHEET 1 of 5

Sewage Disposal System
for
Amoco Oil Company
PaDEP Permit # N75165
Service Station & Food Shop
West Chester Pike (Rte 3) & Chester Road (Rte 352)
Westtown Township
Chester County, Pa.

Ralph S. Buccì, PE
Consulting Engineer
408 Laurel Lane
Wallingford, Pa. 19386
(610) 497-5900
(610) 497-3293 (fax)

Design by: RSB CHK'd by: Date: Oct. 20, 1996
Drawn by: JLC Scale: 1" = 20' Job #:

67-2-113 Permit # 3671



Field 'B' from proposed Amoco Gas Station & Food Shop
 PADEP Permit # N 75165
 SEE SHT 5 of 5 for DETAILS

Field 'A' from proposed Quick Lube Service Station
 PADEP Permit # N 75164
 NOT THIS PERMIT

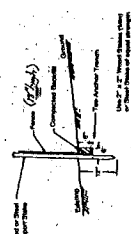
LOW POINT DRAINAGE
 SEE SHT 4 of 5
 FIELD VERIFY

Plan View

Scale: 1" = 20'

Note - Trenches must be staked in field
 by qualified person or firm

In accordance with PADEP regulations for slopes over 25% but under 200%. Photos placement of all
 trenches and structures shall be taken and submitted with this permit. All structures shall be
 (17) as required by a qualified person or firm for the state design regulations.



Silt Fence Detail

No Stakes

Notes: Height and materials without control measures to ensure that all sediment
 control measures shall be maintained only over 80% maintenance of all approved
 ground cover.

Test Pit / Perc Hole Location for Field "B"

Scale: 1" = 20'

Sewage Disposal System
 for
Amoco Oil Company
 PADEP Permit # N75165
 Service Station & Food Shop
 West Chester Pike (Rte 3) & Chester Road (Rte 352)
 Westtown Township Chester County, Pa.

Ralph S. Buccini, PE
 Consulting Engineer

160 Laurel Lane
 West Chester, Pa. 19380
 (610) 497-5900
 (610) 497-3293 (fax)

Design by: RSBG
 Drawn by: MC
 Checked by: AS
 Scale: NOTED
 Date: Oct. 20, 1994
 Job #:

MEMO

Date: January 25, 2021
To: Board of Supervisors
From: Jon Altshul, Township Manager
Re: Consider EAC Bylaws and Ordinance

In response to Scott's recommendation, I have drafted proposed by-laws for the new EACs. These were largely modeled after the Planning Commission's bylaws, with some amendments to reflect the requirements of Act 148 of 1973.

In addition, since the January 19 Workshop, I made one edit to the EAC ordinance to reflect the BOS's desire that there be seven members of the EAC (previously, the ordinance had said that the EAC could have between three and seven members). I also checked with Pat McKenna about the language that said "whenever possible, one member shall also be a member of the Township Planning Commission." Pat responded that this provision is required by the enabling statute.

Please confirm that these draft bylaws are acceptable to the Board as written.

WESTTOWN TOWNSHIP ENVIRONMENTAL ADVISORY COUNCIL BYLAWS

ARTICLE I - Objectives

The objectives and purposes of the Environmental Advisory Council of Westtown Township, Chester County, Pennsylvania are those set forth in Act 148 of 1973, including:

- A. Identify environmental problems, issues, or matters of concern.
- B. Recommend plans and programs to the appropriate agencies for the promotion and conservation of natural resources and for the protection and improvement of the quality of the environment within the area of the Township.
- C. Make recommendations as to the possible use of open land areas of the Township.
- D. Promote a community environmental program.
- E. Keep an index of all open areas, publicly or privately owned, including, but not limited to, flood prone areas, wetlands, swamps, and other unique natural areas, including but not limited to areas of steep slope and wooded areas.
- F. Advise the appropriate agencies of the Township in the acquisition of property, both real and personal.
- G. To undertake such environmental tasks as requested by the Township Board of Supervisors.

ARTICLE II - Organization and Appointments

Section 1 The organization of the Environmental Advisory Council and appointment of members shall be in accordance with Act 148.

Section 2 The Environmental Advisory Council of Westtown Township shall have seven (7) members appointed by the Westtown Township Board of Supervisors for a term of three (3) years, except that initial appointments shall be staggered as follows:

- Two members shall have a term expiring on December 31, 2021
- Two members shall have a term expiring on December 31, 2022
- Three members shall have a term expiring on December 31, 2023

Section 3 Pursuant to Act 148 and as possible, one member of the Environmental Advisory Council shall be a member of the Township Planning Commission.

Section 4 Any member of the Environmental Advisory Council, once qualified and appointed, may be removed from office for malfeasance, misfeasance, non-feasance in office. Just cause shall include failure to attend, at a minimum, eighty (80) percent of the Council's advertised meetings. This attendance standard is meant as a guideline in determining just cause. A majority vote of the entire Environmental Advisory Council's membership is required to recommend a member's removal to the Board of Supervisors.

Section 5 Members shall be Township residents and shall not be employees of Westtown Township or direct relatives of Township employees, including, but not limited to spouses, children or parents.

ARTICLE III - Officers and their Duties

Section 1 The officers of the Environmental Advisory Council shall consist of a Chair and a Vice Chair. The Chair and Vice Chair must be members of the Environmental Advisory Council.

Section 2 Pursuant to Act 148, the Chair must be appointed annually by the Board of Supervisors. The Vice Chair shall be appointed by a majority vote of the Environmental Advisory Council for a one-year term at the annual reorganization meeting. Vacancies in office throughout the year shall be filled immediately pursuant to the provisions of this section.

Section 3 The Chair shall preside at meetings and hearings of the Environmental Advisory Council and shall have the duties normally conferred by parliamentary usage on such officer. The Chair shall have the right of discussing all matters before Council and of voting thereon.

Section 4 The Vice Chair shall act for the Chair in his/her absence and shall then perform such duties and exercise such authority as is normally performed and exercised by the Chair.

Section 5 In addition, the Township Manager shall assign a non-member Secretary to the Council. The non-member Secretary shall keep the minutes and records of the Council, provide notice of meetings to the Commission members, arrange proper and legal notice of hearings, and perform such other duties as are assigned by the Council, but shall not have voting privileges in transacting the business of the Council.

ARTICLE IV - Meetings

Section 1 All meetings of the Environmental Advisory Council are public meetings pursuant to the Pennsylvania Sunshine Law and shall be duly advertised in advance in a newspaper of public record and notice of upcoming meetings shall be posted in the Township building, except when the topics for discussion satisfy the requirements for Executive Session pursuant to Section 708 of the PA Sunshine Law. In addition, the non-voting secretary shall take minutes of every meeting, which shall be approved as final at the subsequent meeting of the Council.

Section 2 Meetings shall be held monthly on a date and time as agreed upon by the membership.

Section 3 A majority of the membership of the Council (four) shall constitute a quorum. A majority vote of the members present is necessary to transact all business including election of officers. A tie vote fails.

Section 4 Special meetings may be called by the Chair. It shall also be the duty of the Chair to call a special meeting when requested to do so by a majority of the members of the Council.

Section 5 At least one representative of the Council shall be available to provide a monthly departmental report at a public meeting of the Township Board of Supervisors.

ARTICLE V – Reports and Recommendations

Section 1 The Environmental Advisory Council is an advisory committee to the Township Board of Supervisors. It shall not take official action on behalf of the Board of Supervisors without formal

approval of that body, and nor shall its members, in their capacities as members of the Council and representatives of the Township, advocate for any environmental policy or expenditure of funds that has not been authorized by the Board of Supervisors, except as part of the regular business of the Council.

Section 2 Notwithstanding Section 1, nothing in these bylaws shall be construed to limit members' rights of free expression when not acting as representatives of the Township.

Section 3 Pursuant to Act 148, the Environmental Advisory Council shall prepare an annual report of its activities to the Board of Supervisors prior to the end of every calendar year.

Section 4 All duly approved motions of the Council, other than routine matters, such as approval of minutes or other purely administrative matters, shall be communicated by the Chair or the non-voting Secretary to the Township Manager, so that the Board of Supervisors can be apprised of any matters about which the Board of Supervisors may need to take additional action.

Section 5 The Board of Supervisors shall, from time to time, direct the Council to undertake new environmental duties and responsibilities, as outlined in Article I, Paragraph G.

ARTICLE VI - Order of Business

The normal order of business at regular meetings shall be:

1. Call to Order
2. Approval of Minutes
3. Announcements
4. Reports
5. Public Comment – Non Agenda Items
6. Old Business (listed)
7. New Business (listed)
8. Public Comment Period
9. Adjournment

The Chair reserves the right to amend the order of the agenda to prioritize specific matters or accommodate participants' schedules.

Article VII - Expenditures for Services

Section 1 The Council may request budget authority for the subsequent budget year, provided the Council formally makes such request to the Township Manager or Township Finance Director prior to October 1 of any given year. These requests may cover proposed expenditures that have both broad applicability to the Township as a whole and proposed expenditures that are specific to the work of the members of the Council.

Section 2 The non-voting Secretary shall communicate the Board of Supervisors' budget decisions at the Council meeting subsequent to the adoption of the annual budget.

Section 3 All expenditures of the Council shall be consistent with its approved budget and subject to approval by the Board of Supervisors.

ARTICLE VIII - Committees

Section 1 The Council may appoint such committees as are necessary to assist in the development of the objectives as set forth in Article I of these Bylaws.

Section 2 Such committees shall be assigned specific responsibilities and upon completion and acceptance by the Council thereof shall be dissolved.

Section 3 Pursuant to the PA Sunshine Act, if a quorum of the Environmental Advisory Council is present at any such committee meeting, the meeting shall be subject to the public notice and record keeping requirements outlined in Article IV, Section I.

ARTICLE IX - Amendments

These Bylaws may be amended by a majority vote of the membership of the Environmental Advisory Committee at the first meeting following the meeting at which the amendment is proposed and with the further consent and approval by majority vote of the Board of Supervisors.

Approved and adopted this _____ day of _____, 2021.

Westtown Township Board of Supervisors:

Attest: _____ (Secretary)

Memo

To: Board of Supervisors
From: Pam Coleman
CC: Jon Altshul
Date: January 29, 2021
Re: Exchange Online /Office 365 Email Migration

Recent issues with spam emails have demonstrated that our current email provider, Truenet, does not offer the level of email security provided by Microsoft Exchange. The attached proposal prepared by our IT consultant, Strategic Link, details the features of this service. A brief summary of their proposal is provided below.

Initial one-time set up and migration cost of \$3,120.00.

We have two subscription options, which can be mixed (i.e. not all employees would have a need for Office 365):

Option 1 - Exchange Online provides email hosting, with 50 GB of storage per user, and heightened email security (anti-spam, anti-phishing, anti-malware, safe links/attachments). Truenet offers 10 GB/user, and lower security. The annual fee would be \$1956.96 for 18 users (\$108.72/yr/user), which includes email backup. Our current cost with Truenet is \$1,666.20/year.

Option 2 - Office 365 provides the above, plus Microsoft Teams, Sharepoint, and OneDrive. The annual fee for this option would be \$2928.96 for 18 users (\$162.72/yr/user), including email backup.

The primary benefit to Microsoft hosted email is added security and reliability. Pete DeSanto from Strategic Link will be available during the workshop to address any specific questions.

Exchange Online Tenant Setup and Email Migration



January 2021

Ms. Pam Coleman
 Westtown Township
 1039 Wilmington Pike
 West Chester, PA 19382

TASKS	HOURS	SUBTOTAL
1. Discovery and Design <ul style="list-style-type: none"> ▪ Determine user licensing model ▪ Determine/confirm server roles and IP addresses ▪ Determine project and migration timeline 	2	\$ 260.00
2. Office 365/Azure Tenant Setup <ul style="list-style-type: none"> ▪ Subscribe to Exchange Online and create Initial Tenant ▪ Add and validate vanity domains ▪ Assign Admin Roles and "Break Glass" account ▪ Install Azure AD Connect and sync directory ▪ Acquire and Assign User Licenses ▪ Create Distribution Groups and Resource Mailboxes ▪ Configure Exchange Online Protection Settings ▪ Configure Defender ATP Safe Links and Attachments ▪ Configure Tenant Level MFA ▪ Configure Third Party Backup ▪ Remediate Issues as Needed 	8	\$1,040.00
3. Email Migration <ul style="list-style-type: none"> ▪ Communicate user downtime ▪ Set Autodiscover and MX records to Office 365 ▪ Initiate IMAP migration from Truemail to Office 365 ▪ Bulk Import PSTs for non-IMAP accounts ▪ Monitor Email migration and remediate as needed ▪ Setup internal mail relay for devices such as scanners, copiers, fax ▪ Remediate Issues as Needed 	8	\$1,040.00
4. Training and Documentation <ul style="list-style-type: none"> ▪ Admin/End User Training <ul style="list-style-type: none"> ○ Exchange Online Admin ○ MFA Configuration ▪ Document Exchange Online Configuration ▪ Strategic Link will utilize the TSA for additional end user training 	4	\$ 520.00
5. Project Management <ul style="list-style-type: none"> ▪ Project status updates ▪ Vendor coordination ▪ Documentation of tasks performed, and time utilized ▪ Consultant preparation 	2	\$ 260.00
TOTAL HOURS	24	\$3,120.00

Microsoft Office 365 w/ Add-on's Subscriptions

Summary:

The pricing is based on the quote provided by CDWG. Westtown Township's decision to procure the subscription. The 1-year annual subscription for CDWG will be billed annually by the number of 'seats'. Also, you can mix the subscriptions for users (ex. 10 users can have Option-1 and 8 users can have Option-2). SLC will assist in the purchase of the Microsoft 365 subscription.

Option: 1: Microsoft Exchange Online Plan + Defender ATP

Subscription Breakdown:

CDWG – per user/month – Billed annually

Product	Monthly Price	Annual Price
Exchange Online Plan 1	\$4.04	\$48.38
Defender ATP for Office 365	\$2.14	\$25.67

Microsoft Exchange Online Plan 1 w/ Add-on's Summary:

Exchange Online: 50GB email storage per user, business-class e-mail, shared calendars, and AntiSpam/Antimalware (no unlimited email archiving), Web Based Outlook

Defender for Office: Defend the business against advanced cyberthreats with sophisticated AntiSpam/Antimalware, Safe Links/Attachments and Anti-phishing protection

Office 365 Client Apps: Not Included (Outlook Web App only).

Note: Existing 2013 and newer versions of Outlook and Office can connect to Office 365 services.

Option: 2: Microsoft Office 365 Enterprise E1 + Defender ATP

Subscription Breakdown:

CDW – per user/month – Billed annually

Product	Monthly Price	Annual Price
Office 365 E1	\$7.98	\$95.78
Defender ATP for Office 365	\$2.14	\$25.67

Microsoft Office 365 Enterprise E1 w/ Add-on's Summary:

Exchange Online: 50GB email storage per user, business-class e-mail, shared calendars, and AntiSpam/Antimalware (no unlimited email archiving), Web Based Outlook

Defender for Office: Defend the business against advanced cyberthreats with sophisticated AntiSpam/Antimalware, Safe Links/Attachments and Anti-phishing protection

OneDrive for Business: 1TB of cloud storage on OneDrive per user

SharePoint Online: Share and manage content, knowledge, and applications from anywhere with 1TB per tenant plus 10GB per user license equals the total storage

Microsoft Teams: Chat, Meet, Call**, and Collaborate - All in One Place. Call from Anywhere**. Instant Messaging, Video Conferencing, Host Meetings, App Integrations. Types: Video Calling, One-To-One Chatting, Shared Workspaces, Live event streaming

Office 365 Client Apps: Not Included (Office Online Web Apps Only)

Note: Existing 2013 and newer versions of Outlook and Office can connect to Office 365 services.

Altaro Cloud Backup Summary

Altaro Backup Option:

ALTARO – Email Backup Only and Email and Files (OneDrive & SharePoint) Backup

Product	Monthly Price	Annual Price
Mailbox Only - Retail - 20 Users (1-year Term)	\$2.88	\$691.20
Mailbox + OneDrive + SharePoint – Retail – 20 Users (1-year Term)	\$3.44	\$825.60

Terms and Conditions

This Quote and prices quoted herein are valid for 30 days.

Indemnification

It is agreed and understood that in the event there is any breach of this agreement, StrategicLink shall be liable only to repair or replace the products and services provided hereunder and shall not be responsible for any other special or consequential damages that may result.

Out of Scope Work

Any Professional Services requested by Westtown Township that are not part of this Quote are considered Out-of-Scope work. Out-of-Scope work is arranged by using StrategicLink's Change Request Form.

Mutual Non-Solicitation

During the term of this agreement and for a period of two (2) years thereafter, the parties, StrategicLink and WESTTOWN TOWNSHIP, their respective heirs or assigns, agree not to hire, solicit, or attempt to solicit, directly or indirectly, the services of each other's current employees or subcontractors without the prior written consent of the other party. In addition, neither party will induce or attempt to influence any employee or subcontractor of the other party to terminate his or her contractual agreement with the other party. Violation of this provision shall entitle the (injured) party to assert its' right to seek liquidated damages from the other party equal to the greater of twenty five percent (25%) of employee's annual compensation or thirty thousand dollars (\$30,000).

Scheduling

Professional Services for the projects will be provided during StrategicLink's principle period of operation: Monday through Friday, 7:00 a.m. to 7:00 p.m. prevailing local time, excluding StrategicLink observed holidays. StrategicLink holidays include New Year's Day, Good Friday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, the day after Thanksgiving, and Christmas Day. StrategicLink and Westtown Township will agree on a time when StrategicLink will perform Professional Services. At the time of the order, StrategicLink requires 50% of the estimated services; the balance will be invoiced upon completion and payment is due upon receipt of invoice.

Cost Estimates

StrategicLink estimates the non-optional part of the project will be completed in twenty-four hours (24) at a discounted billing rate of one hundred thirty dollars (\$130.00) per hour. Based on the Statement of Work, the total estimated project cost will be three thousand one hundred twenty dollars (\$3,120.00). StrategicLink will provide work orders detailing all the work performed.

Billing Policy

StrategicLink will charge support in the following manner:

- Telephone support is billable in 15-minute increments.
- On-site support is subject to a minimum charge of one hour.
- An off-hours rate will be billed for work performed outside of normal business hours (Monday-Friday 7AM-7PM). This rate will be 1.5 times the normal rate.

Travel Policy

StrategicLink will charge travel time based on the following zones:

- **The travel charge is waived**

Terms

At the time of the order, StrategicLink requires 50% of the estimated services; the balance will be invoiced upon completion and payment is due upon receipt of invoice. An authorized signature shall constitute acceptance of these services and products in the attached document and is required to schedule StrategicLink's resources.

Westtown Township Signature

Date