City of Chester

One 4th Street
Chester, PA 19013

Deliberative Meeting Agenda

City Council

Monday, May 6, 2024 **2:00 PM** **Council Chambers**

CONTRACT APPROVALS:

R – 35

Authorize entering an Agreement for the Sale of Commercial Real Estate and its Addendum for the purchase of West 2nd Street (Route 291) and Lloyd Street for the purchase price of $1,375,000 from Chester First Partnership om as is condition.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution, Agreement of Sale for Commercial Real Estate and First Addendum to Agreement of Sale for Commerical Real Estate

RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R – 36

Authorize the appointment of Joan Neal as the Open Records Officer for the City of Chester.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution

R – 37

Authorize independent due diligence reviews of City health and benefits programs and risk transfer program.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution

R – 38

Authorize the transfer of 106-130 E.6th Street to the Redevelopment Authority of the City of Chester for redevelopment purposes following settlement with the Chester Upland School District and delivery of the Deed.

Submitted By: Lisa Gaffney, Executive Director of CEDA

Sponsors: N/A

Attachments: Resolution

R – 39

Authorize award of the Street Light Maintenance and Repair for the City of Chester Bid, to Lenni Electric Corporation, 1020 Andrew Drive, West Chester, PA 19380, for a 24-month period at the low bid price of Fourteen Thousand Four Hundred Dollars (14,400.00), which does not include additional costs for services beyond street light maintenance and repair).

Submitted By: Tyjere Lewis, Project Manager

Sponsors: N/A

Attachments: Resolution

R – 40

Authorize the award of the IT hardware and software quotes for ARPA Projects 12, 13, 14, and 15, with the remaining funds to be paid from the General Funds.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution

R – 41

Authorize the preparation of the specifications and advertisement of bids for the Management Services for the Operation of Memorial Park Swimming Pool and the 2024 Summer Food Program.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution

R – 42

Authorize the preparation of the Notice the City is accepting employment applications for the 2024 Summer Food Service Program.

Submitted By: Leonard Lightner, Chief of Staff

Sponsors: N/A

Attachments: Resolution

ORDINANCES FOR INTRODUCTION: None

ADJOURN

Council meetings are held on the second and fourth Wednesday of each month beginning at 10:00 AM in Council Chambers, with the exception of every other month when the Council meets on the second Wednesday at 7:00 PM. For copies of the agenda or meeting announcements, please visit our website at www.Chestecity.com or contact the Clerk at CNewsome@chestercity.com to receive an email notice of the meetings.

R E S O L U T I O N

NO. 35 - 2024

WHEREAS, the City of Chester has determined that acquiring certain real estate located at West 2nd Street (Route 291) and Lloyd Street, Chester, PA 19013, with a property ID # 49-07-00041-02 (the "Property") is in the best interest of the health and welfare of the City of Chester; and

WHEREAS, Chester First Partnership has agreed to convey the Property to the City of Chester in the amount of One Million Three Hundred Seventy-five Thousand Dollars ($1,375,000.00); and

WHEREAS, pursuant to 11 Pa. C.S.A § 12402.1 states Chester City Council in exercising its discretion to make decisions that further the public interest under terms it deems most beneficial to the City, Council may, subject to any restrictions, limitations, or exceptions stated in this chapter: purchase, hold, use and manage real and personal property; and

WHEREAS, an Agreement For The Sale of Commercial Real Estate has been prepared by the parties' respective representatives and reviewed by their respective legal counsel, a copy of which is attached to this resolution as Exhibit A.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the purchase of West 2nd (Route 291) and Lloyd Street, tax ID # 49-07-00041-02, in the amount of $1,375,000.00 from the Chester First Partnership, in "as-is" condition.

FURTHER, that it does authorize the proper City officials to take all the necessary steps to effectuate and complete the purchase of the above-mentioned property.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

AGREEMENT FOR THE SALE OF COMMERCIAL REAL ESTATE

ASC

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

BUYER(S): City of Chester

SELLER(S): Chester First Partnership
c/o K.P. Barrow
36 East Fifth Street
Chester, PA 19013

PROPERTY

PROPERTY ADDRESS W 2nd Street (Rt. 291) and Lloyd Street

ZIP 19013,

in the municipality of Chester,

County of Delaware, in the Commonwealth of Pennsylvania.

Identification (e.g., Parcel #; Lot, Block; Deed Book, Page, Recording Date): Deed Book 2974, Page 1395

Tax ID #(s): 49-07-00041-02

BUYER'S RELATIONSHIP WITH PA LICENSED BROKER

☒ **No Business Relationship (Buyer is not represented by a broker)**

Broker (Company)
Company Address
Company Phone
Company Fax

Broker is (check only one):
☐ Buyer Agent (Broker represents Buyer only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name)
Direct Phone(s)
Cell Phone(s)
Fax
Email

Licensee(s) is (check only one):
☐ Buyer Agent (all company licensees represent Buyer)
☐ Buyer Agent with Designated Agency (only Licensee(s) named above represent Buyer)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Buyer)

SELLER'S RELATIONSHIP WITH PA LICENSED BROKER

☐ **No Business Relationship (Seller is not represented by a broker)**

Broker (Company) Binswanger
Company Address Three Logan Square, 51st Floor
Philadelphia, PA 19103
Company Phone 215-448-6000
Company Fax 215-448-6238

Broker is (check only one):
☒ Seller Agent (Broker represents Seller only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) Chris Pennington
Direct Phone(s) 215-448-6053
Cell Phone(s) 267-808-8322
Fax
Email cpennington@binswanger.com

Licensee(s) is (check only one):
☒ Seller Agent (all company licensees represent Seller)
☐ Seller Agent with Designated Agency (only Licensee(s) named above represent Seller)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Seller)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

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6/15

Southampton,494 Second Street Pike Southampton,PA 18966 Phone: 610-888-6054 Fax: 215-464-9974
Harry Tregear

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1. By this Agreement, dated _____ , Seller hereby agrees to sell and convey to Buyer, who agrees to purchase, the identified Property.

2. PURCHASE PRICE AND DEPOSITS (3-15)

(A) Purchase Price $ 1,375,000.00

(One Million Three Hundred Seventy-Five Thousand and 00/100

_____ U.S. Dollars), to be paid by Buyer as follows:

1. Initial Deposit, within _____ days (5 if not specified) of Execution Date, if not included with this Agreement: $ 137,500.00
2. Additional Deposit within _____ days of the Execution Date: $ _____
3. _____ $ _____

Remaining balance will be paid at settlement.

(B) **All funds paid by Buyer, including deposits, will be paid by check, cashier's check or wired funds. All funds paid by Buyer within 30 DAYS of settlement, including funds paid at settlement, will be by cashier's check or wired funds, but not by personal check.**

(C) Deposits, regardless of the form of payment and the person designated as payee, will be paid in U.S. Dollars to Broker for Seller (unless otherwise stated here: _____), who will retain deposits in an escrow account in conformity with all applicable laws and regulations until consummation or termination of this Agreement. Only real estate brokers are required to hold deposits in accordance with the rules and regulations of the State Real Estate Commission. Checks tendered as deposit monies may be held uncashed pending the execution of this Agreement.

3. SETTLEMENT AND POSSESSION (6-13)

(A) Settlement Date is thirty (30) days after the full execution of the Agreement of Sale , or before if Buyer and Seller agree.

(B) Settlement will occur in the county where the Property is located or in an adjacent county, during normal business hours, unless Buyer and Seller agree otherwise.

(C) At time of settlement, the following will be pro-rated on a daily basis between Buyer and Seller, reimbursing where applicable: current taxes; rents; interest on mortgage assumptions; condominium fees and homeowner association fees; water and/or sewer fees, together with any other lienable municipal service fees. All charges will be pro-rated for the period(s) covered. Seller will pay up to and including the date of settlement and Buyer will pay for all days following settlement, unless otherwise stated here: _____

(D) For purposes of prorating real estate taxes, the "periods covered"are as follows:

1. Municipal tax bills for all counties and municipalities in Pennsylvania are for the period from January 1 to December 31.
2. School tax bills for the Philadelphia, Pittsburgh and Scranton School Districts are for the period from January 1 to December 31. School tax bills for all other school districts are for the period from July 1 to June 30.

(E) Conveyance from Seller will be by fee simple deed of special warranty unless otherwise stated here: _____

(F) Payment of transfer taxes will be divided equally between Buyer and Seller unless otherwise stated here: _____

(G) Possession is to be delivered by deed, existing keys and physical possession to a vacant Property free of debris, with all structures broom-clean, at day and time of settlement, unless Seller, before signing this Agreement, has identified in writing that the Property is subject to a lease.

(H) If Seller has identified in writing that the Property is subject to a lease, possession is to be delivered by deed, existing keys and assignment of existing leases for the Property, together with security deposits and interest, if any, at day and time of settlement. Seller will not enter into any new leases, nor extend existing leases, for the Property without the written consent of Buyer. Buyer will acknowledge existing lease(s) by initialing the lease(s) at the execution of this Agreement, unless otherwise stated in this Agreement.

☐ **Tenant-Occupied Property Addendum (PAR Form TOP) is attached and made part of this Agreement.**

4. DATES/TIME IS OF THE ESSENCE (3-15)

(A) Written acceptance of all parties will be on or before: _____

(B) The Settlement Date and all other dates and times identified for the performance of any obligations of this Agreement are of the essence and are binding.

(C) The Execution Date of this Agreement is the date when Buyer and Seller have indicated full acceptance of this Agreement by signing and/or initialing it. For purposes of this Agreement, the number of days will be counted from the Execution Date, excluding the day this Agreement was executed and including the last day of the time period. **All changes to this Agreement should be initialed and dated.**

(D) The Settlement Date is not extended by any other provision of this Agreement and may only be extended by mutual written agreement of the parties.

(E) Certain terms and time periods are pre-printed in this Agreement as a convenience to the Buyer and Seller. All pre-printed terms and time periods are negotiable and may be changed by striking out the pre-printed text and inserting different terms acceptable to all parties, except where restricted by law.

5. FIXTURES AND PERSONAL PROPERTY (4-14)

(A) INCLUDED in this sale are all existing items permanently installed in the Property, free of liens, including plumbing; heating; HVAC equipment; lighting fixtures (including chandeliers and ceiling fans); and water treatment systems, unless otherwise stated below; any remaining heating, cooking and other fuels stored on the Property at the time of settlement. Also included: _____

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(B) The following items are LEASED (not owned by Seller): _____

_____

(C) EXCLUDED fixtures and items: _____

_____

6. ZONING (4-14)

Failure of this Agreement to contain the zoning classification (except in cases where the property {and each parcel thereof, if subdividable} is zoned solely or primarily to permit single-family dwellings) will render this Agreement voidable at Buyer's option, and, if voided, any deposits tendered by the Buyer will be returned to the Buyer without any requirement for court action.

Zoning Classification, as set forth in the local zoning ordinance: Please See Attached Addendum.

7. FINANCING CONTINGENCY (4-14)

■ WAIVED. This sale is NOT contingent on financing, although Buyer may obtain financing and/or the parties may include an appraisal contingency.

☐ ELECTED.

(A) This sale is contingent upon Buyer obtaining financing according to the following terms:

First Loan on the Property	**Second Loan on the Property**
Loan Amount $ _____	Loan Amount $ _____
Minimum Term _____ years	Minimum Term _____ years
Type of Loan _____	Type of Loan _____
Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the lender,** not to exceed a maximum interest rate of _____ %.	Interest rate _____ %; however, **Buyer agrees to accept the interest rate as may be committed by the lender,** not to exceed a maximum interest rate of _____ %.

(B) **Financing Commitment Date** _____

(C) Within _____ days (10 if not specified) from the Execution Date of this Agreement, Buyer will make a completed, written application for the financing terms stated above to a responsible lender(s) of Buyer's choice. **Broker for Buyer, if any, otherwise Broker for Seller, is authorized to communicate with the lender(s) to assist in the financing process.**

(D) **Should Buyer furnish false or incomplete information to Seller, Broker(s), or the lender(s) concerning Buyer's legal or financial status, or fail to cooperate in good faith in processing the financing application, which results in the lender(s) refusing to approve a financing commitment, Buyer will be in default of this Agreement.**

(E) Upon receipt of a financing commitment, Buyer will promptly deliver a copy of the commitment to Seller. Unless otherwise agreed to in writing by Buyer and Seller, if a written commitment is not received by Seller by the above date, this Agreement may be terminated by Buyer or Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24. Buyer will be responsible for any premiums for mechanics' lien insurance and/or title search, or fee for cancellation of same, if any; AND/OR any premiums for flood insurance and/or fire insurance with extended coverage, insurance binder charges or cancellation fee, if any; AND/OR any appraisal fees and charges paid in advance to lender.

8. CHANGE IN BUYER'S FINANCIAL STATUS (4-14)

In the event of a change in Buyer's financial status affecting Buyer's ability to purchase, Buyer shall, within _____ days (5 if not specified) of said change notify Seller and lender(s) to whom the Buyer submitted loan application, if any, in writing. A change in financial status includes, but is not limited to, loss or a change in income; Buyer's having incurred a new financial obligation; entry of a judgment against Buyer. **Buyer understands that applying for and/or incurring an additional financial obligation may affect Buyer's ability to purchase.**

9. SELLER REPRESENTATIONS (6-13)

(A) **Status of Water**

Seller represents that the Property is served by:

■ Public Water ☐ Community Water ☐ On-site Water ☐ None ■ Only available at the street, not on/in the property

(B) **Status of Sewer**

1. Seller represents that the Property is served by:

■ Public Sewer ☐ Community Sewage Disposal System ☐ Ten-Acre Permit Exemption (see Sewage Notice 2)

☐ Individual On-lot Sewage Disposal System (see Sewage Notice 1) ☐ Holding Tank (see Sewage Notice 3)

☐ Individual On-lot Sewage Disposal System in Proximity to Well (see Sewage Notice 1; see Sewage Notice 4, if applicable)

☐ None (see Sewage Notice 1) ☐ None Available/Permit Limitations in Effect (see Sewage Notice 5)

☒ Only available at the street, not on the Property

2. **Notices Pursuant to the Pennsylvania Sewage Facilities Act**

Notice 1: There is no currently existing community sewage system available for the subject property. Section 7 of the Pennsylvania Sewage Facilities Act provides that no person shall install, construct, request bid proposals for construction, alter, repair or occupy any building or structure for which an individual sewage system is to be installed, without first obtaining a permit. Buyer is advised by this notice that, before signing this Agreement, Buyer should contact the local agency charged with administering the Act to determine the procedure and requirements for obtaining a permit for an individual sewage system. The local agency charged with administering the Act will be the municipality where the Property is located or that municipality working cooperatively with others.

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Notice 2: This Property is serviced by an individual sewage system installed under the ten-acre permit exemption provisions of Section 7 of the Pennsylvania Sewage Facilities Act. (Section 7 provides that a permit may not be required before installing, constructing, awarding a contract for construction, altering, repairing or connecting to an individual sewage system where a ten-acre parcel or lot is subdivided from a parent tract after January 10, 1987). Buyer is advised that soils and site testing were not conducted and that, should the system malfunction, the owner of the Property or properties serviced by the system at the time of a malfunction may be held liable for any contamination, pollution, public health hazard or nuisance which occurs as a result.

Notice 3: This Property is serviced by a holding tank (permanent or temporary) to which sewage is conveyed by a water carrying system and which is designed and constructed to facilitate ultimate disposal of the sewage at another site. Pursuant to the Pennsylvania Sewage Facilities Act, Seller must provide a history of the annual cost of maintaining the tank from the date of its installation or December 14, 1995, whichever is later.

Notice 4: An individual sewage system has been installed at an isolation distance from a well that is less than the distance specified by regulation. The regulations at 25 Pa. Code §73.13 pertaining to minimum horizontal isolation distances provide guidance. Subsection (b) of §73.13 states that the minimum horizontal isolation distance between an individual water supply or water supply system suction line and treatment tanks shall be 50 feet. Subsection (c) of §73.13 states that the horizontal isolation distance between the individual water supply or water supply system suction line and the perimeter of the absorption area shall be 100 feet.

Notice 5: This lot is within an area in which permit limitations are in effect and is subject to those limitations. Sewage facilities are not available for this lot and construction of a structure to be served by sewage facilities may not begin until the municipality completes a major planning requirement pursuant to the Pennsylvania Sewage Facilities Act and regulations promulgated thereunder.

(C) Seller represents and warrants that Seller has no knowledge except as noted in this Agreement that: (1) The premises have been contaminated by any substance in any manner which requires remediation; (2) The Property contains wetlands, flood plains, or any other environmentally sensitive areas, development of which is limited or precluded by law; (3) The Property contains asbestos, polychlorinated biphenyls, lead-based paint or any other substance, the removal or disposal of which is subject to any law or regulation; and (4) Any law has been violated in the handling or disposing of any material or waste or the discharge of any material into the soil, air, surface water, or ground water.

(D) Seller agrees to indemnify and to hold Broker harmless from and against all claims, demands, or liabilities, including attorneys fees and court costs, which arise from or are related to the environmental condition or suitability of the Property prior to, during, or after Seller's occupation of the Property including without limitation any condition listed in Paragraph 9(C).

(E) Seller is not aware of historic preservation restrictions regarding the Property unless otherwise stated here: _____

_____

_____

(F) Seller represents that, as of the date Seller signed this Agreement, no public improvement, condominium or homeowner association assessments have been made against the Property which remain unpaid, and that no notice by any government or public authority has been served upon Seller or anyone on Seller's behalf, including notices relating to violations of zoning, housing, building, safety or fire ordinances that remain uncorrected, and that Seller knows of no condition that would constitute a violation of any such ordinances that remain uncorrected, unless otherwise specified here: _____

_____

(G) Seller knows of no other potential notices (including violations) and/or assessments except as follows: _____

_____

(H) Access to a public road may require issuance of a highway occupancy permit from the Department of Transportation.

10. WAIVER OF CONTINGENCIES (9-05)

If this Agreement is contingent on Buyer's right to inspect and/or repair the Property, or to verify insurability, environmental conditions, boundaries, certifications, zoning classification or use, or any other information regarding the Property, Buyer's failure to exercise any of Buyer's options within the times set forth in this Agreement is a WAIVER of that contingency and Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement.

11. BUYER'S DUE DILIGENCE (3-15)

(A) The Property will be transferred in its present condition. It is Buyer's responsibility to determine that the condition and permitted use of the property is satisfactory within 0 days (30 if not specified) from the Execution Date to conduct due diligence (Due Diligence Period), including verifying the condition, permitted use, insurability, environmental conditions, boundaries, certifications, deed restrictions, zoning classifications and any other features of the Property are satisfactory. Buyer may request that the property be inspected, at Buyer's expense, by qualified professionals to determine the physical, structural, mechanical and environmental condition of the land, improvements or their components, or for the suitability of the property for Buyer's needs. If as the result of Buyer's due diligence, Buyer determines that the property is not suitable for Buyer's needs, Buyer may, prior to the expiration of the Due Diligence Period, terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. In the event that Buyer has not provided Seller with written notice of Buyer's intent to terminate this Agreement prior to the end of the Due Diligence Period, this Agreement shall remain in full force and effect in accordance with the terms and conditions as more fully set forth in this Agreement.

(B) **Buyer has inspected the Property** (including fixtures and any personal property specifically listed herein) **or has waived the right to do so, and agrees to purchase the Property IN ITS PRESENT CONDITION as a result of such inspections and not because of or in reliance on any representations made by seller or any other party.** Buyer acknowledges that Brokers, their licensees, employees, officers or partners have not made an independent examination or determination of the structural soundness of the Property, the age or condition of the components, environmental conditions, the permitted uses, nor of conditions existing in the locale where the Property is situated; nor have they made a mechanical inspection of any of the systems contained therein.

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(C) Revised flood maps and changes to Federal law may substantially increase future flood insurance premiums or require insurance for formerly exempt properties. Buyer should consult with one or more insurance agents regarding the need for flood insurance and possible premium increases.

12. NOTICES, ASSESSMENTS AND MUNICIPAL REQUIREMENTS (4-14)

(A) In Pennsylvania, taxing authorities (school districts and municipalities) and property owners may appeal the assessed value of a property at the time of sale, or at any time thereafter. A successful appeal by a taxing authority may result in a higher assessed value for the property and an increase in property taxes. Also, periodic county-wide property reassessments may change the assessed value of the property and result in a change in property tax.

(B) With the exception of county-wide reassessments, assessment appeal notices, notices of change in millage rates or increases in rates, in the event any other notices, including violations, and/or assessments are received after Seller has signed this Agreement and before settlement, Seller will within _____ days (10 if not specified) of receiving the notices and/or assessments provide a copy of the notices and/or assessments to Buyer and will notify Buyer in writing that Seller will:

1. Fully comply with the notices and/or assessments, at Seller's expense, before settlement. If Seller fully complies with the notices and/or assessments, Buyer accepts the Property and agrees to the RELEASE in Paragraph 26 of this Agreement, OR
2. Not comply with the notices and/or assessments. If Seller chooses not to comply with the notices and/or assessments, or **fails within the stated time to notify Buyer whether Seller will comply,** Buyer will notify Seller in writing within _____ days (10 if not specified) that Buyer will:
   a. Comply with the notices and/or assessments at Buyer's expense, accept the Property, and agree to the RELEASE in Paragraph 26 of this Agreement, OR
   b. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

   If Buyer fails to respond within the time stated in Paragraph 12(B)(2) **or fails to terminate** this Agreement by written notice to Seller within that time, **Buyer will accept the Property** and agree to the RELEASE in Paragraph 26 of this Agreement.

(C) If required by law, within 30 DAYS from the Execution Date of this Agreement, but in no case later than 15 DAYS prior to Settlement Date, Seller will order at Seller's expense a certification from the appropriate municipal department(s) disclosing notice of any uncorrected violations of zoning, housing, building, safety or fire ordinances and/or a certificate permitting occupancy of the Property. If Buyer receives a notice of any required repairs/improvements, Buyer will promptly deliver a copy of the notice to Seller.

(D) Seller has no knowledge of any current or pending condemnation or eminent domain proceedings that would affect the Property. If any portion of the Property should be subject to condemnation or eminent domain proceedings after the signing of this Agreement, Seller shall immediately advise Buyer, in writing, of such proceedings. Buyer will have the option to terminate this Agreement by written notice to Seller within _____ days (15 days if not specified) after Buyer learns of the filing of such proceedings, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. **Buyer's failure to provide notice of termination within the time stated will constitute a WAIVER of this contingency and all other terms of this Agreement remain in full force and effect.**

13. TAX DEFERRED EXCHANGE (4-14)

Intentionally Deleted

14. COMMERCIAL CONDOMINIUM (10-01)

☒ NOT APPLICABLE.

☐ APPLICABLE. Buyer acknowledges that the condominium unit to be transferred by this Agreement is intended for nonresidential use, and that Buyer may agree to modify or waive the applicability of certain provisions of the Uniform Condominium Act of Pennsylvania (68 Pa.C.S. §3101 *et seq.*).

15. TITLES, SURVEYS AND COSTS (4-14)

(A) The Property will be conveyed with good and marketable title that is insurable by a reputable title insurance company at the regular rates, free and clear of all liens, encumbrances, and easements, **excepting however** the following: existing deed restrictions; historic preservation restrictions or ordinances; building restrictions; ordinances; easements of roads; easements visible upon the ground; easements of record; and privileges or rights of public service companies, if any.

(B) Buyer will pay for the following: (1) Title search, title insurance and/or mechanics' lien insurance, or any fee for cancellation; (2) Flood insurance, fire insurance, hazard insurance, mine subsidence insurance, or any fee for cancellation; (3) Appraisal fees and charges paid in advance to mortgage lender; (4) Buyer's customary settlement costs and accruals.

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(C) Any survey or surveys required by the title insurance company or the abstracting company for preparing an adequate legal description of the Property (or the correction thereof) will be obtained and paid for by Seller. Any survey or surveys desired by Buyer or required by the mortgage lender will be obtained and paid for by Buyer.

(D) In the event of a change in Seller's financial status affecting Seller's ability to convey title to the Property as set forth in this Agreement on or before the Settlement Date, or any extension thereof, Seller shall, within _____ days (5 if not specified) notify Buyer, in writing. A change in financial status includes, but is not limited to, Seller filing bankruptcy; filing of a foreclosure law suit against the Property; entry of a monetary judgment against Seller; notice of public tax sale affecting the Property; and Seller learning that the sale price of the Property is no longer sufficient to satisfy all liens and encumbrances against the Property. In the event of the death of Seller, the representative of the estate, or a surviving Seller shall immediately notify Buyer.

(E) If Seller is unable to give good and marketable title that is insurable by a reputable title insurance company at the regular rates, as specified in Paragraph 15(A), Buyer may terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement. Upon termination, Seller will reimburse Buyer for any costs incurred by Buyer for any inspections or certifications obtained according to the terms of this Agreement, and for those items specified in Paragraph 15(B) items (1), (2), (3) and in Paragraph 15(C).

(F) Oil, gas, mineral, or other rights of this Property may have been previously conveyed or leased, and Sellers make no representation about the status of those rights unless indicated elsewhere in thisAgreement.

☐ **Oil, Gas and Mineral Rights Addendum (PAR Form OGM) is attached and made part of this Agreement.**

(G) **COAL NOTICE (Where Applicable)**

THIS DOCUMENT MAY NOT SELL, CONVEY, TRANSFER, INCLUDE OR INSURE THE TITLE TO THE COAL AND RIGHTS OF SUPPORT UNDERNEATH THE SURFACE LAND DESCRIBED OR REFERRED TO HEREIN, AND THE OWNER OR OWNERS OF SUCH COAL MAY HAVE THE COMPLETE LEGAL RIGHT TO REMOVE ALL SUCH COAL AND IN THAT CONNECTION, DAMAGE MAY RESULT TO THE SURFACE OF THE LAND AND ANY HOUSE, BUILDING OR OTHER STRUCTURE ON OR IN SUCH LAND. (This notice is set forth in the manner provided in Section 1 of the Act of July 17, 1957, P.L. 984.) "Buyer acknowledges that he may not be obtaining the right of protection against subsidence resulting from coal mining operations, and that the property described herein may be protected from damage due to mine subsidence by a private contract with the owners of the economic interests in the coal. This acknowledgement is made for the purpose of complying with the provisions of Section 14 of the Bituminous Mine Subsidence and the Land Conservation Act of April 27, 1966." Buyer agrees to sign the deed from Seller which deed will contain the aforesaid provision.

(H) The Property is not a "recreational cabin" as defined in the Pennsylvania Construction Code Act unless otherwise stated here: _____

_____

(I) 1. This property is not subject to a Private Transfer Fee Obligation unless otherwise stated here: _____

_____

☐ **Private Transfer Fee Addendum (PAR Form PTF) is attached and made part of this Agreement.**

2. **Notice Regarding Private Transfer Fees:** In Pennsylvania, Private Transfer Fees are defined and regulated in the Private Transfer Fee Obligation Act (Act 1 of 2011; 68 Pa.C.S. §§ 8101, et. seq.), which defines a Private Transfer Fee as "a fee that is payable upon the transfer of an interest in real property, or payable for the right to make or accept the transfer, if the obligation to pay the fee or charge runs with title to the property or otherwise binds subsequent owners of property, regardless of whether the fee or charge is a fixed amount or is determined as a percentage of the value of the property, the purchase price or other consideration given for the transfer. "A Private Transfer Fee must be properly recorded to be binding, and sellers must disclose the existence of the fees to prospective buyers. Where a Private Transfer Fee is not properly recorded or disclosed, the Act gives certain rights and protections to buyers.

16. MAINTENANCE AND RISK OF LOSS (10-06)

(A) Seller will maintain the Property, grounds, fixtures and personal property specifically listed in this Agreement in its present condition, normal wear and tear excepted.

(B) Seller will promptly notify the Buyer if, at any time prior to the time of settlement, all or any portion of the Property is destroyed, or damaged as a result of any cause whatsoever.

(C) Seller bears the risk of loss from fire or other casualties until settlement. If any property included in this sale is destroyed and not replaced, Buyer will:

1. Accept the Property in its then current condition together with the proceeds of any insurance recovery obtainable by Seller, OR
2. Terminate this Agreement by written notice to Seller, with all deposit monies returned to Buyer according to the terms of Paragraph 24 of this Agreement.

17. RECORDING (9-05)

This Agreement will not be recorded in the Office of the Recorder of Deeds or in any other office or place of public record. If Buyer causes or permits this Agreement to be recorded, Seller may elect to treat such act as a default of thisAgreement.

18. ASSIGNMENT (1-10)

This Agreement is binding upon the parties, their heirs, personal representatives, guardians and successors, and to the extent assignable, on the assigns of the parties hereto. Buyer will not transfer or assign this Agreement without the written consent of Seller unless otherwise stated in this Agreement. Assignment of this Agreement may result in additional transfer taxes. See attached Addendum for additional restrictions

19. GOVERNING LAW, VENUE AND PERSONAL JURISDICTION (9-05)

(A) The validity and construction of this Agreement, and the rights and duties of the parties, will be governed in accordance with the laws of the Commonwealth of Pennsylvania.

(B) The parties agree that any dispute, controversy or claim arising under or in connection with this Agreement or its performance by either party submitted to a court shall be filed exclusively by and in the state or federal courts sitting in the Commonwealth of Pennsylvania. Seller understands that any documentation provided under this provision may be disclosed to the Internal Revenue Service by Buyer, and that any false statements contained therein could result in punishment by fine, imprisonment, or both.

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20. NOTICE REGARDING CONVICTED SEX OFFENDERS (MEGAN'S LAW) (6-13)

The Pennsylvania General Assembly has passed legislation (often referred to as "Megan's Law," 42 Pa.C.S. § 9791 et seq.) providing for community notification of the presence of certain convicted sex offenders. **Buyers are encouraged to contact the municipal police department or the Pennsylvania State Police** for information relating to the presence of sex offenders near a particular property, or to check the information on the Pennsylvania State Police Web site at www.pameganslaw.state.pa.us.

21. CERTIFICATION OF NON-FOREIGN INTEREST (10-01)

☐ Seller **IS** a foreign person, foreign corporation, foreign partnership, foreign trust, or foreign estate subject to Section 1445 of the Internal Revenue Code, which provides that a transferee (Buyer) of a U.S. real property interest must withhold tax if the transferor (Seller) is a foreign person.

■ Seller is **NOT** a foreign person, foreign corporation, foreign partnership, foreign trust, or a foreign estate as defined by the Internal Revenue Code, or is otherwise not subject to the tax withholding requirements of Section 1445 of the Internal Revenue Code. To inform Buyer that the withholding of tax is not required upon the sale/disposition of the Property by Seller, Seller hereby agrees to furnish Buyer, at or before closing, with the following:

- ■ An affidavit stating, under penalty of perjury, the Seller's U.S. taxpayer identification number and that the Seller is not a foreign person.
- ☐ A "qualifying statement," as defined by statute, that tax withholding is not required by Buyer.
- ☐ Other: _____

22. REPRESENTATIONS (1-10)

(A) All representations, claims, advertising, promotional activities, brochures or plans of any kind made by Seller, Brokers, their licensees, employees, officers or partners are not a part of this Agreement unless expressly incorporated or stated in this Agreement. This Agreement contains the whole agreement between Seller and Buyer, and there are no other terms, obligations, covenants, representations, statements or conditions, oral or otherwise, of any kind whatsoever concerning this sale. This Agreement will not be altered, amended, changed or modified except in writing executed by the parties.

(B) Broker(s) have provided or may provide services to assist unrepresented parties in complying with this Agreement.

23. BROKER INDEMNIFICATION (6-13)

(A) Buyer and Seller represent that the only Brokers involved in this transaction are: Binswanger of Pennsylvania, Inc. and shall be a commission of (6%) _____ , and that the transaction has not been brought about through the efforts of anyone other than said Brokers. It is agreed that if any claims for brokerage commissions or fees are ever made against Buyer or Seller in connection with this transaction, each party shall pay its own legal fees and costs in connection with such claims. It is further agreed that Buyer and Seller agree to indemnify and hold harmless each other and the above-listed Brokers from and against the non-performance of this Agreement by either party, and from any claim of loss or claim for brokerage commissions, including all legal fees and costs, that may be made by any person or entity. This paragraph shall survive settlement.

(B) Seller and Buyer acknowledge that any Broker identified in this Agreement: (1) Is a licensed real estate broker; (2) Is not an expert in construction, engineering, code or regulatory compliance or environmental matters and was not engaged to provide advice or guidance in such matters, unless otherwise stated in writing; and (3) Has not made and will not make any representations or warranties nor conduct investigations of the environmental condition or suitability of the Property or any adjacent property, including but not limited to those conditions listed in Paragraph 9(C).

24. DEFAULT, TERMINATION AND RETURN OF DEPOSITS (1-10)

(A) Where Buyer terminates this Agreement pursuant to any right granted by this Agreement, Buyer will be entitled to a return of all deposit monies paid on account of Purchase Price pursuant to the terms of Paragraph 24(B), and this Agreement will be VOID. Termination of this Agreement may occur for other reasons giving rise to claims by Buyer and/or Seller for the deposit monies.

(B) Regardless of the apparent entitlement to deposit monies, Pennsylvania law does not allow a Broker holding deposit monies to determine who is entitled to the deposit monies when settlement does not occur. Broker can only release the deposit monies:

1. If this Agreement is terminated prior to settlement and there is no dispute over entitlement to the deposit monies. A written agreement signed by both parties is evidence that there is no dispute regarding deposit monies.
2. If, after Broker has received deposit monies, Broker receives a written agreement that is signed by Buyer and Seller, directing Broker how to distribute some or all of the deposit monies.
3. According to the terms of a final order of court.
4. According to the terms of a prior written agreement between Buyer and Seller that directs the Broker how to distribute the deposit monies if there is a dispute between the parties that is not resolved. (See Paragraph 24(C))

(C) Buyer and Seller agree that if there is a dispute over the entitlement to deposit monies that is unresolved _____ days (180 if not specified) days after the Settlement Date stated in Paragraph 3(A) (or any written extensions thereof) or following date of termination of the Agreement, whichever is earlier, then the Broker holding the deposit monies will, within 30 days of receipt of Buyer's written request, distribute the deposit monies to Buyer unless the Broker is in receipt of verifiable written notice that the dispute is the subject of litigation. If Broker has received verifiable written notice of litigation prior to the receipt of Buyer's request for distribution, Broker will continue to hold the deposit monies until receipt of a written distribution agreement between Buyer and Seller or a final court order. Buyer and Seller are advised to initiate litigation for any portion of the deposit monies prior to any distribution made by Broker pursuant to this paragraph. Buyer and Seller agree that the distribution of deposit monies based upon the passage of time does not legally determine entitlement to deposit monies, and that the parties maintain their legal rights to pursue litigation even after a distribution is made.

(D) Buyer and Seller agree that Broker who holds or distributes deposit monies pursuant to the terms of Paragraph 24 or Pennsylvania law will not be liable. Buyer and Seller agree that if any Broker or affiliated licensee is named in litigation regarding deposit monies, the attorneys' fees and costs of the Broker(s) and licensee(s) will be paid by the party naming them in litigation.

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(E) Seller has the option of retaining all sums paid by Buyer, including the deposit monies, should Buyer:
1. Fail to make any additional payments as specified in Paragraph 2, OR
2. Furnish false or incomplete information to Seller, Broker(s), or any other party identified in this Agreement concerning Buyer's legal or financial status, OR
3. Violate or fail to fulfill and perform any other terms or conditions of this Agreement.

(F) **Unless otherwise checked in Paragraph 24(G)**, Seller may elect to retain those sums paid by Buyer, including deposit monies:
1. On account of purchase price, OR
2. As monies to be applied to Seller's damages, OR
3. As liquidated damages for such default.

(G) ■ **SELLER IS LIMITED TO RETAINING SUMS PAID BY BUYER, INCLUDING DEPOSIT MONIES, AS LIQUIDATED DAMAGES.**

(H) If Seller retains all sums paid by Buyer, including deposit monies, as liquidated damages pursuant to Paragraph 24(F) or (G), Buyer and Seller are released from further liability or obligation and this Agreement is VOID.

(I) Brokers and licensees are not responsible for unpaid deposits.

25. ARBITRATION OF DISPUTES (1-00)

~~Buyer and Seller agree to arbitrate any dispute between them that cannot be amicably resolved. After written demand for arbitration by either Buyer or Seller, each party will select a competent and disinterested arbitrator. The two so selected will select a third. If selection of the third arbitrator cannot be agreed upon within 30 days, either party may request that selection be made by a judge of a court of record in the county in which arbitration is pending. Each party will pay its chosen arbitrator, and bear equally expenses for the third and all other expenses of arbitration. Arbitration will be conducted in accordance with the provisions of Pennsylvania Common Law Arbitration 42 Pa. C.S.A. §7341 *et seq*. This agreement to arbitrate disputes arising from this Agreement will survive settlement.~~

26. RELEASE (9-05)

Buyer releases, quit claims and forever discharges SELLER, ALL BROKERS, their LICENSEES, EMPLOYEES and any OFFICER or PARTNER of any one of them and any other PERSON, FIRM or CORPORATION who may be liable by or through them, from any and all claims, losses or demands, including, but not limited to, personal injury and property damage and all of the consequences thereof, whether known or not, which may arise from the presence of termites or other wood-boring insects, radon, lead-based paint hazards, mold, fungi or indoor air quality, environmental hazards, any defects in the individual on-lot sewage disposal system or deficiencies in the on-site water service system, or any defects or conditions on the Property. Should Seller be in default under the terms of this Agreement or in violation of any Seller disclosure law or regulation, this release does not deprive Buyer of any right to pursue any remedies that may be available under law or equity. This release will survive settlement.

27. REAL ESTATE RECOVERY FUND (9-05)

A Real Estate Recovery Fund exists to reimburse any persons who have obtained a final civil judgment against a Pennsylvania real estate licensee (or a licensee's affiliates) owing to fraud, misrepresentation, or deceit in a real estate transaction and who have been unable to collect the judgment after exhausting all legal and equitable remedies. For complete details about the Fund, call (717) 783-3658 or (800) 822-2113 (within Pennsylvania) and (717) 783-4854 (outside Pennsylvania).

28. COMMUNICATIONS WITH BUYER AND/OR SELLER (6-13)

Wherever this Agreement contains a provision that requires or allows communication/delivery to a Buyer, that provision shall be satisfied by communication/delivery to the Broker for Buyer, if any, **except where required by law**. If there is no Broker for Buyer, those provisions may be satisfied only by communication/delivery being made directly to the Buyer, unless otherwise agreed to by the parties. Wherever this Agreement contains a provision that requires or allows communication/delivery to a Seller, that provision shall be satisfied by communication/delivery to the Broker for Seller, if any. If there is no Broker for Seller, those provisions may be satisfied only by communication/delivery being made directly to the Seller, unless otherwise agreed to by the parties.

29. NOTICE BEFORE SIGNING (4-14)

Unless otherwise stated in writing, Buyer and Seller acknowledge that Brokers are not experts in legal or tax matters and that Brokers have not made, nor will they make, any representations or warranties nor conduct research of the legal or tax ramifications of this Agreement. Buyer and Seller acknowledge that Brokers have advised them to consult and retain experts concerning the legal and tax effects of this Agreement and the completion of the sale, as well as the condition and/or legality of the Property, including, but not limited to, the Property's improvements, equipment, soil, tenancies, title and environmental aspects. Buyer and Seller acknowledge receipt of a copy of this Agreement at the time of signing. **This Agreement may be executed in one or more counterparts**, each of which shall be deemed to be an original and which counterparts together shall constitute one and the same Agreement of the Parties. **WHEN SIGNED, THIS AGREEMENT IS A BINDING CONTRACT.** Return of this Agreement, and any addenda and amendments, including **return by electronic transmission**, bearing the signatures of all parties, constitutes acceptance by the parties.

30. SPECIAL CLAUSES (4-14)

(A) **The following are part of this Agreement if checked:**

☐ Appraisal Contingency Addendum to Agreement of Sale (PAR Form ACA)
☐ Short Sale Addendum to Agreement of Sale (PAR Form SHS)
☐ Zoning Change Addendum to Agreement of Sale (PAR Form ZCA)
☐ _____
☐ _____
☐ _____

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(B) **Additional Terms: Buyer is purchasing the Property "As Is" and sale is contingent upon the Buyer receiving clear title only.**

The property is being purchased subject to the attached Lease Agreement with United Road.

Please see attached Addendum for additional terms.

_____ / _____ Buyer has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code §35.336.

_____ / _____ Buyer has received a statement of Buyer's estimated closing costs before signing this Agreement.

_____ / _____ Buyer has received the Deposit Money Notice (for cooperative sales when Broker for Seller is holding deposit money) before signing this Agreement.

BUYER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____

BUYER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____

BUYER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____
AUTHORIZED REPRESENTATIVE _____
Title _____
COMPANY _____

Seller has received the Consumer Notice, where applicable, as adopted by the State Real Estate Commission at 49 Pa. Code § 35.336. Seller has received a statement of Seller's estimated closing costs before signing this Agreement.

VOLUNTARY TRANSFER OF CORPORATE ASSETS (if applicable): The undersigned acknowledges that he/she is authorized by the Board of Directors to sign this Agreement on behalf of the Seller corporation and that this sale does not constitute a sale, lease, or exchange of all or substantially all the property and assets of the corporation, such as would require the authorization or consent of the shareholders pursuant to 15 P.S. §1311.

SELLER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____

SELLER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____

SELLER _____ **DATE** _____

Mailing Address _____
Phone(s) _____ Fax _____ Email _____
AUTHORIZED REPRESENTATIVE _____
Title _____
COMPANY _____

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LEASE

THIS LEASE, made as of March 12 ,2007 by and between United Road (hereinafter called "Tenant") and **CHESTER FIRST PARTNERSHIP** (hereinafter called "Landlord");

WITNESSETH:

1. Demise. The Landlord, for and in consideration of the rents, covenants, agreements and stipulations hereafter mentioned, reserved, and contained, to be paid, kept and performed by the Tenant, has leased and rented, and by these presents does lease and rent, unto the said Tenant, and said Tenant hereby agrees to lease and take upon the terms and conditions which hereinafter appear, the following described property (hereinafter called "Premises"):

> That land located at the southwest corner of Front and Lloyd Streets comprising approximately 79,684.4 sq. ft. of land and excluding another 7,000 sq. ft. of land occupied by Health Mats and a concrete ramp; all as shown on the site plan attached as Exhibit A, having a street address of 1001 West Second Street, Chester, PA 19013.

2. Term. To have and to hold the same for a term of one year beginning immediately upon notice from Landlord that all Landlord responsible improvements have been completed and ending one day prior to the first anniversary.

The lease shall then continue on a month to monthly basis under the same terms and conditions unless the Tenant or Landlord shall have given written (90) day notice to the other to terminate this Lease.

3. Rent. Tenant agrees to pay Landlord promptly on the first day of each month in advance without offset during the term of this Lease a monthly rental of $3,770.00, payable on the first day of each month. Extension terms shall be at the same monthly rent unless the Landlord has given ninety (90) days written notice of a change in rent. The Tenant shall have the right to terminate the lease by responding to the Landlord's change in rent or terms within ten (10) days receipt of lease amendment wherein the termination date shall be on the date the change would have taken effect. **Rent is due monthly in advance and a security deposit equal to a months rent shall be paid upon signing of the lease.**

4. Utilities. Tenant shall be responsible to insure that the Premises is served by and properly connected with water, sewer, electricity, phone and all other utilities in sufficient amounts and service levels necessary for Tenant's use of the Premises. Tenant shall pay its gas, electricity, fuel, light, heat and power bills used by Tenant in connection therewith.

5. Use. The Premises shall be for the parking of the Tenant's trucks, trailers, and employees' automobiles. In the event the Tenant wishes to install temporary

structures, the Tenant must comply with the Codes of the City of Chester and bear all expenses associated with those structures including any additional real estate tax assessment and taxes. The premises shall not be used by Tenant for any illegal purposes; nor in any matter to create any nuisance or trespass. The Landlord agrees to install a six (6) foot high woven wire fence with barbed wire top and to install two gates along Second Street and repair the existing fencing along Pennell Street, Front Street, and Lloyd Street and repair the sliding gate along Front Street. The Tenant shall thereafter be responsible to maintain the fencing and gates. The Tenant shall be fully responsible for and pay for any public utility services, improvements and connections that serve or will serve the Demised Premises.

6. Maintenance. Tenant is responsible for the maintenance, repair and replacement of Landlord's real property as a result of Tenant negligence unless the same are to be covered by the casualty insurance to be maintained hereunder.

Tenant shall be responsible for maintaining the Premises, keeping the same in a safe and clean condition and providing security for its operations. Tenant shall return the Premises to Landlord at the expiration, or prior termination, of this Lease in clean and good condition; normal wear and tear, permitted alterations, condemnation and damage by casualty excepted.

7. Taxes. Landlord shall pay all real estate taxes covering the Premises. Tenant shall pay all taxes on Tenant's contents or improvements, operations, use and occupancy, or other taxes.

8. Insurance. (a) Landlord shall carry and maintain property insurance on the Premises with all risk coverage for the full replacement value.

(b) Tenant shall maintain replacement value insurance during the term this Lease insuring its equipment and all other personal property against loss or damage with all risk coverage. Tenant shall provide Landlord with a certificate of insurance evidencing such coverage. Such policy of insurance shall contain a provision waiving the insurer's right of subrogation against the Landlord. Tenant shall also maintain casualty insurance insuring all property stored on the Premises by Tenant.

(c) Tenant shall maintain public liability insurance against claims for bodily injury, including death, and property damage occurring in or about, or arising from the Leased Premises. Such insurance to afford protection to a limit of not less than One Million ($1,000,000.00) dollar for any occurrence with aggregate limits of not less than Two Million($1,000,000.00) dollars.

(d) All insurance to be provided by Tenant in this Section shall be effected by Tenant through insurers satisfactory to Landlord and Tenant under valid and enforceable policies, and certificates of such policies shall be delivered to Landlord, including thirty days written notice to Landlord of any material changes or cancellation. Tenant agrees to provide certificate of insurance to Landlord for all policies effected by Tenant under this

Agreement. Said policies of insurance shall name Landlord as an additional insured as its interest may appear.

9. Waiver of Subrogation. Landlord and Tenant hereby waive any and all rights of recovery against each other and the officers, employees, agents and representatives of the other for loss of or damage to such waiving party or its property or the property of others under its control, where such loss or damage is insured against under any insurance policy in force at the time of such loss or damage. Landlord and Tenant shall, upon obtaining the policies of insurance required hereunder, give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in this Lease.

10. Default. The occurrence of any of the following shall be an "Event of Default": (i) if Tenant fails to pay when due any installment of rent on the first day of each month, or (ii) if Tenant fails to keep, perform and observe any other covenant hereunder, and such failure is not cured within thirty (30) days after written notice from Landlord.

In case of any such default and termination, Landlord may lawfully enter into and upon demised Premises or any part thereof and repossess the same and expel the Tenant and persons claiming under and through it, and remove any tangible personal property or effort, forcibly if necessary, without being guilty of trespass and without prejudice to any remedies that may be otherwise legally available to Landlord for arrears of rents or for Tenant's breach of covenant under the terms and conditions of this Lease Agreement.

WHEN THIS LEASE SHALL BE TERMINATED BY REASON OF THE BREACH OF ANY PROVISION HEREOF, EITHER DURING THE ORIGINAL TERM OF THIS LEASE OR ANY RENEWAL THEREOF, AND ALSO AS SOON AS THE TERM HEREBY CREATED OR ANY RENEWAL THEREOF SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY AS ATTORNEY FOR LESSEE TO FILE AN AGREEMENT FOR ENTERING IN ANY COURT OF COMPETENT JURISDICTION AN AMICABLE ACTION AND CONFESSION OF JUDGMENT IN EJECTMENT AGAINST LESSEE AND ALL PERSONS CLAIMING UNDER LESSEE FOR THE RECOVERY BY LESSOR OF POSSESSION OF THE PREMISES, FOR WHICH THIS LEASE OR A TRUE AND CORRECT COPY THEREOF SHALL BE HIS SUFFICIENT WARRANT, WHEREUPON, IF LESSOR SO DESIRES, A WRIT OF POSSESSION MAY ISSUE FORTHWITH, WITHOUT ANY PRIOR WRIT OR PROCEEDINGS WHATSOEVER, AND PROVIDED THAT IF FOR ANY REASON AFTER SUCH ACTION SHALL HAVE BEEN COMMENCED THE SAME SHALL BE TERMINATED AND POSSESSION REMAIN IN OR BE RESTORED TO LESSEE, LESSOR SHALL HAVE THE RIGHT UPON ANY SUBSEQUENT DEFAULT OR DEFAULTS, OR UPON THE TERMINATION OF THIS LEASE AS HEREIN BEFORE SET FORTH, TO BRING ONE OR MORE AMICABLE ACTION OR ACTIONS AS HEREIN BEFORE SET FORTH TO RECOVER POSSESSION AS AFORESAID.

Lessee hereby acknowledges that it has had the opportunity to seek the assistance of legal counsel in the review and execution of this Lease and further acknowledges that the meaning and effect of the foregoing provisions concerning confession of judgment have been fully explained to it by such counsel, and as evidence of such fact, its authorized officer signs his/her initials. Lessee understands and agrees that this Lease contains provisions by which Lessor may enter judgment by confession (foe ejectment only) against Lessee. Lessee understands that, without these provisions, Lessee would receive prior notice and a hearing of any claims by Lessor before a judgment could be entered. However, Lessee hereby freely, knowingly and intelligently waives these rights and consents to Lessor's entering judgment against it by confession (for ejectment only) pursuant to the terms of the Lease. Lessee also understands that upon the entry of judgment, Lessor may direct the Sheriff to put the Lessee out of possession of the Premises. Lessee freely, knowingly and intelligently waives the right to notice and hearing before Lessor may retake possession of the Premises pursuant to a confessed judgment and agrees that the Lessor may retake possession of the Premises and may direct the Sheriff to do so, immediately upon entry of judgment (Lessee certifies that Lessee's annual income exceeds Ten Thousand ($10,000.00) Dollars).

Notwithstanding anything to the contrary express or implied in this Lease, Landlord shall not have any right to, and the foregoing shall not authorize Landlord to, confess any judgment against Lessee in favor of Landlord for any amount owing to Landlord or to which Landlord would be entitled as a remedy under this Lease. In the event that Landlord exercises the confession of judgment provided for herein, Landlord shall have the duty to use commercially reasonable efforts to mitigate any damages resulting from a default by Lessee or the termination of this Lease.

11. Tenant Improvements. With the prior written consent of Landlord, Tenant may erect temporary structures and improvements on the lease Premises; all such structures and equipment shall remain the property of the Tenant and the Tenant shall remove the same from the Premises and upon the termination of this Lease; provided, however, that the Tenant shall repair all damage to the Premises caused by the installation and/or removal of such machinery, fixtures and equipment, and shall restore said Premises substantially to as good condition as the same were prior to installation. Any and all such Tenant improvements shall comply with the Codes of the City of Chester and the Tenant shall obtain and pay all required permits needed. The landlord shall have the right to require the Tenant to remove the structures and improvements in the event the City of Chester has not issued required permits or issues any enforcement action under its codes.

12. Landlord's Right to Collect Rent. No termination of this lease prior to the normal ending thereof, by lapse of time or otherwise, shall affect Landlord's right to collect rent for the period prior to termination thereof.

13. Indemnity. (a) Tenant agrees to indemnify Landlord against, and to defend and hold Landlord free and harmless from, any and all losses, damages, costs and expenses, including reasonable attorneys' fees, relating to any claim, demand, action or lawsuit due to injury to or death of persons or damage to property (unless caused by the sole negligence of Landlord) arising out of Tenant 's occupancy and use of the Premises or out of any acts or omissions of Tenant or its agents, contractors, employees, guests or invitees, during the term of this lease or extension hereof, or any other holdover occupancy.

(b) Tenant further agrees to indemnify Landlord against, and to defend and hold Landlord free and harmless from, any and all losses, damages, costs and expenses, including reasonable attorneys' fees, relating to any claim, demand, action or lawsuit of any kind or nature arising from Tenant 's use of the Premises during the term of this lease or any extension hereof, or any other holdover occupancy, and Tenant hereby waives all claims against the Landlord for damage due to any cause whatsoever to goods, wares, and merchandise and any and all other property on the Premises, including property stored by Tenant on behalf of third parties

14. Damage; Destruction. If Premises are destroyed by storm, fire, lightning, earthquake or other casualty such that over 50% of value of the Premises is destroyed, at the option of the Landlord, this Lease shall terminate as of the date of such destruction and rental shall be pro-rated to said date. In the event the Premises are not so destroyed or Landlord elects not to terminate this Lease, this Lease shall not terminate and rental shall abate in such proportion as use of Premises to carry on operation by Tenant has been affected and Landlord shall restore Premises to substantially the same condition as before damage as speedily as practical, whereupon full rental shall recommence.

15. Condemnation. If the whole of the leased Premises, or such portion thereof as will make Premises unusable for the purposes herein leased, be condemned by any legally constituted authority for any public use or purpose, then in either of said events the term hereby granted shall cease from the time when possession thereof is taken by public authorities, and rental shall be accounted for as between Landlord and Tenant as of that date. Such termination, however, shall be without prejudice to the rights of either Landlord or Tenant to recover compensation and damage caused by condemnation from the condemnor. It is further understood and agreed that neither the Tenant nor Landlord shall have any rights in any award made to the other by any condemnation authority.

16. Subordination. This Lease shall be subject and subordinate to any and all mortgages which may now or hereafter be held on the demised Premises; provided so long as Tenant is a Tenant in good standing Tenant shall be entitled to quiet possession of the Premises and shall not be disturbed.

17. Assignment and Subletting. Tenant shall not have the right to sublet the Premises or any part thereof or to assign this Lease without the prior written consent of Landlord.

18. Signage. With the prior written consent of Landlord, Tenant shall have the right to place signage on the Premises in accordance with applicable local laws or regulations.

19. Notices. Any notice to be given to hereunder shall be in writing and sent by registered or certified mail, return receipt requested, addressed as follows or such other address as may be specified in writing by one party to another:

As To Tenant:
UnitedRoad Services, Inc.
10701 Middlebelt Rd.
Romulus, MI 48174__

As To Landlord:
Chester First Partnership
36 East Fifth Street, Suite #102
Chester, PA 19013
Attention: Kenneth P. Barrow, Jr.

20. Environmental. Landlord agrees to indemnify Tenant from any and all environmental claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, connected with contamination that occurred prior to the commencement date of this lease.

Tenant agrees it shall not contaminate the Premises with any Hazardous Materials. If Landlord, in its reasonable discretion, has reason to believe that the Premises have become contaminated with Hazardous Materials by Tenant in breach of the provisions of this Lease, Landlord, in addition to its other rights under this Lease, may enter upon the Premises and obtain samples from the Premises for the purposes of analyzing the same to determine whether and to what extent the Premises have become so contaminated. In the event it is determined that Tenant has contaminated the Premises with Hazardous Materials, it shall be Tenant's responsibility to take all necessary steps to remove such Hazardous Material from the Premises.

Tenant shall indemnify and hold harmless Landlord from and against any and all claims, losses, liabilities, damages, costs and expenses, including without limitation, reasonable attorney's fees and costs, arising out of or connected with contamination caused by Tenant on the Premises as it relates to Hazardous Materials.

21. Miscellaneous. This Lease contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties, not embodied herein, shall be of any force or effect. This Lease shall be construed in accordance with the laws of the state where the Premises are located. Paragraph headings are for convenience only and do not define, alter or limit the provisions of this lease.

22. Brokerage. Tenant represents that it has not dealt with any broker in connection with this Lease. Tenant covenants and agrees to pay and hold harmless and indemnify Landlord from and against any and all costs, expenses, including reasonable attorneys' fees, or liabilities for any compensation, commission or charge claimed by any broker or agent other than Tenant's Broker with whom Landlord has had any dealings or

negotiations with respect to this Lease or the negotiation thereof, including any renewal or extensions hereof.

Tenant is advised and so recognizes that Kenneth P. Barrow, Jr. and John McCusker are partial owners of the demised real estate and are Pennsylvania licensed real estate professionals.

IN WITNESS WHEREOF, the parties herein have hereunto set their hands and seals the day and year first above written.

WITNESSES:

Sam J Hair

Nancy Krause
Nancy Krause

LANDLORD: CHESTER FIRST PARTNERSHIP

By: _____
General Partner

TENANT: United Road Services, Inc.

By: Patrick Riley
Senior Vice President

EXHIBIT A

to: PATRICK RILEY

FAx 734-947-7931

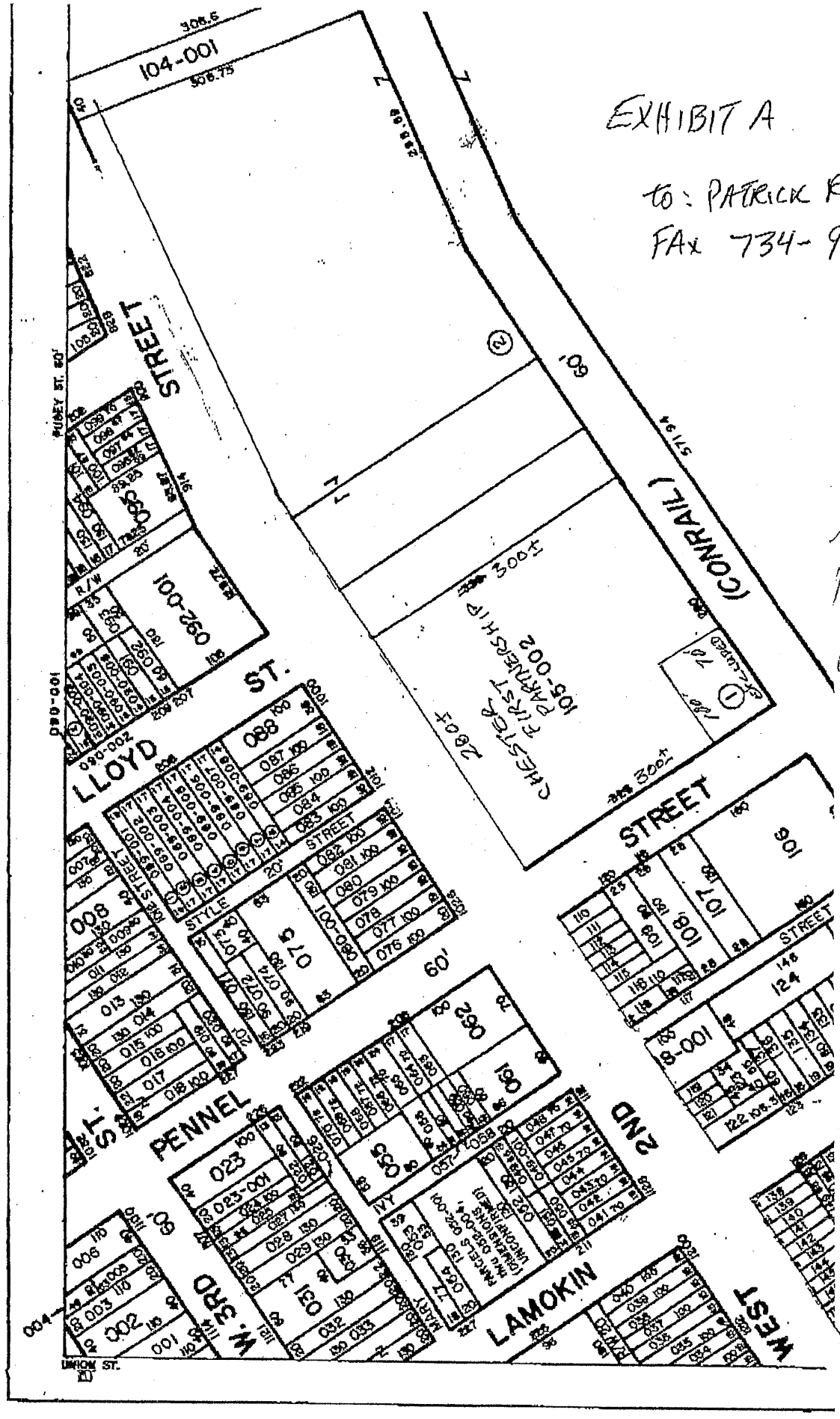

EXHIBIT "B"

LIMITED SUBSURFACE SITE INVESTIGATION REPORT
DATED AUGUST 26, 2003

Chester First LLC
36 E. 5th St.
Chester, PA 19013

1/24/2022

Shannon Fitzgerald
United Road Co.
329 Bethel Ave.
Twin Oaks, PA 19014

Re: Notice of Rent Increase

Shannon:

Effective May, 1, 2022, the monthly rent for the ground lease at 2nd & Lloyd St. in Chester will increase $750.00 per month to $4,520.00.

Please feel free to call me if you have any questions. We appreciate our long relationship with you and United Road.

Sincerely,

Jack McCusker
610-453-6080

FIRST ADDENDUM TO AGREEMENT OF SALE FOR COMMERCIAL REAL ESTATE

THIS FIRST ADDENDUM TO AGREEMENT OF SALE (this "Addendum") made this _____ day of April, 2024, by and between Chester First Partnership, with an address located at c/o K.P. Barrow 36 East Fifth Street, Chester, PA 19013 (hereinafter called "Seller"), and City of Chester, with an address located at City Hall 36 East Fifth Street, Chester, Pennsylvania (hereinafter called "Buyer").

W I T N E S S E T H:

WHEREAS, Seller and Buyer entered into that certain Agreement of Sale (the "Agreement"), dated the day of April, 2024, for premises known as W. 2nd Street (Rt. 291) and Lloyd Street ("Property");

AND, WHEREAS, Seller and Buyer desire to amend the Agreement as set forth in this Addendum.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows:

1. Section 6. Zoning: Seller believes the property is zoned LIC- Light Industrial Commercial District. Buyer shall have the obligation to confirm this Zoning.

2. Related to assignment rights in Section 18, the Buyer shall not have the right to assign or transfer this Agreement or any right or interests therein without the written consent of the Seller which may be withheld at Seller's sole and unbridled discretion;

3. Notwithstanding anything in the printed Agreement to the contrary, Buyer is purchasing this property in "as Is and where is" condition; Seller makes no warranties or representations regarding any condition of this property or suitability for any use contemplated by the Buyer. Further, there are no conditions precedent or contingencies to Buyer's obligation to proceed to Settlement/Closing other than Seller providing "Good and Marketable Title". If the Seller fails to proceed to Settlement within 30 days after the date of this Agreement (i.e. which shall be the date of final signature by the Parties hereto), Buyer shall be deemed to be in Breach and Escrow Agent shall be authorized to release to Seller the Deposit Monies as liquidated Damages. If Seller is unable to convey "good and Marketable Title" Buyer's sole remedy shall be to terminate the Agreement and receive the return of the Deposit Monies OR to proceed to Closing and assume the risks of any defects in Title.

4. DISCLSOSURES: Peter Barrow and Larry Ozer are Partners in Chester First Partnership, Seller, and hereby disclose that they are Pa. Licensed Real Estate Brokers. Vincent B. Mancini, Esq. is likewise a Partner in Chester First Partnership and legal counsel for the Partnership and that he is also the Solicitor for the City of Chester Redevelopment Authority and that the City of Chester acknowledges that the City and the Redevelopment Authority are distinct and separate entities and that the City hereby waives any potential conflicts of interest, if any exist, whether actual or perceived, in Mr. Mancini's involvement and representation of the Seller in this Transaction.

5. Except as set forth in this Addendum, all terms and conditions of the Agreement are hereby fully ratified and confirmed.

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

SELLER:

CHESTER FIRST PARTNERSHIP

By: _____
Title: _____
Date: _____

BUYER:

CITY OF CHESTER

By: _____
Title: _____
Date: _____

R E S O L U T I O N
NO. 36 - 2024

WHEREAS, pursuant to 65 P.S. §§ 66.1-66.9, commonly known as the "Right-to-Know Law" the City of Chester is required to designate an official or employee as the Open Record Officer; and

WHEREAS, due to the reorganization of job duties it has been determined the City of Chester needs to appoint a new Open Records Officer.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby ratify the appointment of Joan Neal as the Open Records Officer for the City of Chester, effective May 1, 2024.

FURTHER, it does authorize the proper City official to register the change with the Pennsylvania Office of Open Records.

EVEN FURTHER, said official is authorized to take the necessary steps to meet the Pennsylvania Office of Open Records Posting Requirements under Section 504(b).

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 37 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City official take the necessary steps for an independent due diligence review of the City of Chester's health and benefits programs and risk transfer program, in an amount not to exceed Thirty-five Thousand Dollars ($35,000.00).

FURTHER, that it does hereby authorize the Mayor to enter into the Statement of Work for Health & Benefits Brokerage Services with Master Services Agreement, and the Statement of Work for Risk Consulting Services, with Willis of New Jersey, Inc., for an on behalf of the City of Chester.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

May 1, 2024

Vijay Kapoor
Chief of Staff to the Receiver for the City of Chester
City of Chester
1 Fourth Street
Chester, PA 19013

Subject: Statement of Work for Health & Benefits Brokerage Services

Dear Vijay:

This statement of work ("**SOW**") will confirm the terms of the engagement of Willis of New Jersey, Inc. ("**WTW**", "**we**" or "**us**") by Allied Services ("**Client**" or "**you**").

I. Terms and Conditions of SOW:

Client desires to procure and WTW is willing to provide the services listed in Attachment 1 (the "**Services**"). These Services will be provided subject to the WTW Health & Benefits Brokerage Terms, Conditions & Disclosures available at: https://www.wtwco.com/-/media/WTW/Notices/h-b-brokerage-terms.pdf (the "**Brokerage Terms**"), which are incorporated herein by reference. Copies of the Brokerage Terms are available upon request.

These Services will also be provided subject to the Master Services Agreement in Attachment 2 ("MSA"). In the event of any conflict or inconsistency, the conflict or inconsistency will be resolved by giving precedence in the following order: (1) this SOW, (2) the Brokerage Terms, and (3) the MSA.

II. Term and Termination:

The term of this SOW will begin on July 1, 2024 and end June 30, 2025. Either party may terminate this SOW upon 60 days prior written notice to the other party.

III. Compensation

You agree that our compensation for the Services will be a fee of $17,500 payable by you to us as follows:

Based on the following payment schedule:

- 50% beginning with the execution of this SOW.
- 50% upon completion of the project.

Commissions will not be paid as part of this Scope of Work

To the extent that we receive both fees and commissions for Services related to the same insurance policies, the commissions compensate us for the placement and servicing of those policies, while the fee compensates us for the Services which are in addition to the placement and routine servicing of the policies.

The parties agree that should the commissions increase or decrease by an amount exceeding ten percent (10%), due to a change in covered lives, added or deleted policies or for other reasons, the parties will discuss changes to our compensation and/or Services. Any such changes will be agreed to in writing by the parties.

You acknowledge that, even though we may regularly invoice you on a different schedule during the term of this SOW, a substantial portion of our work is provided prior to and at the effective date of your benefit plan. Therefore, if this SOW is terminated before the end of the term, in order to compensate us fully for the Services actually provided to you, the parties agree that the fee is earned as follows:

During the first six months of the current annual term:	75%
After six months of the current annual term:	100%

IV. Additional Terms

If you would like us to vary the Services under this SOW, or to perform additional services that are not included, please advise us. Also, if we believe certain services you have asked us to carry out are not within the defined scope, we will promptly notify you. All out of scope services will be covered under a separate Statement of Work that will specify the additional services that we will perform and the additional compensation that we will receive.

Please have an authorized representative of Client countersign below (and do the same in respect of the enclosed copies, returning a set of countersigned documents for our records).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this SOW effective as of the ____ day of _____, 2024.

City of Chester	**Willis of New Jersey, Inc.**
By: _____	**By: _____**
Title: _____	**Title: _____**
Date: _____	**Date:_____**

Attachments: Attachment 1 – Scope of Services
Attachment 2 – Master Services Agreement

Attachment 1

Services

The City of Chester would like a consultant to perform a due diligence review of their health and benefit programs that are provided to both active and retiree members. The project will provide a deep analysis of the varying lines of coverage to ensure appropriate pricing, contract terms and coverage levels. Should deficiencies in any areas be present, a recommendation will be made to ensure proper coverage. A final report will be compiled along with a presentation that will include any recommendations and provide an overview of all in-force plans and pricing.

The scope of the work will cover the following:

- **Medical/Rx: (Active & Retiree)**
  - Admin Contract review
  - Stop Loss Contract review
  - Rx rebate review for competitiveness
  - Benefit plan review
  - Claims analysis to determine plan performance
  - Network Discount analysis
  - Budget development versus in-force fully insured equivalent rates
  - Contribution analysis to CBA's
  - Benchmark programs against peers
- **Dental: (Active & Retirees)**
  - Plan funding review
  - Plan design review
  - Pricing review
  - Claims analysis to determine plan performance
  - Benchmark programs against peers
- **Life/Disability:**
  - Review plan documents
  - Review pricing for competitiveness
- **Miscellaneous:**
  - Review vision coverage
  - Review COBRA Administration process
  - Uncover other benefits in-force and review
  - Determine commission levels and review broker contract

All plan documents and billing will be coordinated and provided to City of Chester by line of coverage for ease of future use.

Attachment 2

Master Services Agreement

See attached.

WTW and City of Chester~~[CLIENT NAME]~~
Master Services Agreement

1. **Parties and Application.** This master services agreement (the "**MSA**") covers all services, advice, and Work Product (as defined below) (collectively, the "**Services**") provided by the WTW entity identified below ("**WTW**", "**we**", "**our**" or "**us**") to the entity identified below (the "**Client**", "**you**" or "**your**"). In this MSA, you and we will each be referred to as a "**Party**" and collectively as the "**Parties**". Affiliates of WTW also may enter SOW(s) (as defined below) with the Client or Client's affiliates under this MSA.

   The scope of services for each project will be agreed upon by you and us in a statement of work (the "**SOW**") and shall, unless provided otherwise in the particular SOW, incorporate the terms and conditions of this MSA. In the event of any conflict and/or inconsistency between the terms of a SOW and the terms of this MSA, the terms of that SOW shall prevail only with respect to such SOW.

2. **Fees and Expenses.** WTW's fees are as outlined in the applicable SOW and expenses are charged in addition. WTW may also charge a technical and administrative fee of 7% of the consulting fees.

   Unless otherwise agreed, WTW will submit invoices for the Services provided and expenses incurred on a monthly basis. Invoices shall be paid within 30 days of receipt. In the event that invoices are not paid within that time, WTW shall be entitled to charge a late payment fee of the lesser of 1.0% per month or the maximum allowed by law.

   Any fees or rates quoted or estimated shall be exclusive of income tax or of any sales, ad valorem, value added tax or any similar tax unless such tax is required to be included pursuant to a statutory requirement. If required, WTW will add the relevant tax to the invoice, separately stated, and remit such tax to the appropriate authority.

3. **WTW's Responsibilities.** WTW shall provide the Services in a professional manner with reasonable skill and care and in accordance with all laws and regulations applicable to WTW. WTW will assign to the project team, members of its staff with appropriate education, training and experience to perform the tasks assigned to them. WTW will use reasonable endeavors to meet any agreed timetable.

   The work product WTW produces in the course of providing the Services (the "**Work Product**") will not infringe any intellectual property right of any third party. Unless otherwise expressly agreed in writing, WTW does not accept any fiduciary or trust responsibilities or related liability in connection with the performance of the Services. WTW does not provide legal, accounting or tax advice.

4. **Client's Responsibilities.** The Client will provide WTW, in a timely manner, with all documentation, information, access to the Client's personnel, access to the Client's premises (if applicable) and cooperation reasonably required to provide the Services. Any delay or failure to provide such documentation, information, access to the Client's personnel or cooperation may result in: (a) a revision to any agreed timetable; and (b) if WTW is required to perform any additional work as a result, additional fees being charged. WTW will rely on the documentation and information provided by the Client or the Client's representatives and WTW does not take responsibility for verifying the accuracy or completeness of it. The Client may rely only upon WTW's final Work Product and not on any drafts or oral statements made by WTW in the course of performing the Services.

   The Client represents that the Client is in compliance, and will continue to comply, with all laws, rules, regulations or government authority guidance applicable to the Client. If WTW determines that the services WTW performs for the Client relates to operations or activities prohibited by or inconsistent with any applicable law, rule, regulation or government authority guidance, it reserves the right to immediately terminate this MSA in its entirety and/or decline to provide certain Services.

5. **Intellectual Property Rights and Work Product.** The Client shall retain ownership of all original data and materials provided to WTW by the Client or its representatives, and the intellectual property rights in that data and materials. The Client will have the right to use, reproduce and adapt the copies of the Work Product for internal purposes within the Client's organization. WTW shall retain the

intellectual property rights in the Work Product, and the skills, know-how, and methodologies used or acquired by WTW during the course of providing any of the Services.

The Services, including the Work Product, are provided solely for the intended purpose, and may not be referenced or distributed to any other party without WTW's prior written consent. The Client may distribute the Work Product to its affiliates, provided that the Client ensures that each such affiliate complies with the terms and conditions of this MSA and any applicable SOW, as if it were a party to them, and the Client remains responsible for such compliance.

The Client shall not refer to WTW or include any of the Work Product in any shareholder communication or in any offering materials (or fairness opinion provided by the Client's professional advisers) prepared in connection with the public offering or private placement of any security, unless otherwise agreed in writing.

6. **Confidentiality and Data Privacy.** Each Party (the "**Recipient**") shall protect all confidential information which the other Party (the "**Discloser**") provides to it (whether orally, in writing or in any other form) ("**Confidential Information**") using the same standards as the Recipient applies to its own comparable confidential information, but in no event less than reasonable measures. Confidential Information shall not include information that is: (a) already known to the Recipient at the time of disclosure; (b) in the public domain or publicly available; (c) provided to it by a third party who is under no such obligation of confidentiality; (d) independently developed by it; or (e) is required to be disclosed by court order, regulatory authority or other legal process, provided that prior to disclosing any Confidential Information, the Recipient shall, if permitted by law, notify, and cooperate with the Discloser, at Discloser's expense, to lawfully limit and/or obtain appropriate protective orders with respect to such portion(s) of the Confidential Information which is the subject of any such required disclosure. Each Party may disclose Confidential Information to its legal advisers to protect its own legitimate interests or to comply with any legal or regulatory requirements.

   In the course of providing the Services, the Parties acknowledge that Client may provide WTW with information about an identifiable individual or information which relates to a natural person and allows that person to be identified, including the Client's customer or employee information, or any personal information/personal data as defined in applicable data privacy laws ("**Personal Data**"). It is further acknowledged that WTW is a global business and that WTW may transmit Client information, including Personal Data within its global network of offices to its affiliates and providers of IT outsourcing who will be subject to the safeguards required by the applicable laws. The Client represents that WTW is authorized to receive and process any such Personal Data and that Client has provided any required notices to data subjects and obtained the necessary consents from third parties, including the individuals to whom such Personal Data relates, that may be required for WTW to process the Personal Data for the purpose of providing the Services. WTW will take appropriate technical, physical and organizational/administrative measures to protect Personal Data against accidental or unlawful destruction or accidental loss or unauthorized alteration, disclosure, or access. Each Party shall comply with the provisions and obligations imposed on it by applicable data privacy legislation and regulations.

   Where and to the extent that Client acts as the "Business" or "Data Controller" and WTW acts as a "Service Provider" or "Data Processor," as those terms are defined by applicable privacy law, WTW shall process Personal Data; (i) only at the direction and in accordance with the instructions of the Client as Data Controller; (ii) only for the performance of this MSA and as set forth herein; and (iii) then only in accordance with WTW's applicable Data Processing Protocols ("Protocols") available at https://www.willistowerswatson.com/en-gb/notices/global-data-processing-protocol.

   In the event no such Protocols apply, WTW will process all such Personal Data in accordance with all applicable data protection laws. In the event of any conflict between the terms and conditions set out in this MSA or applicable SOW and the Protocols, the Parties agree that the terms and conditions set out in this MSA or applicable SOW shall prevail. The Client represents and warrants that it shall provide to WTW only Personal Data which is adequate, relevant and limited to the minimum what is necessary for the purposes of this MSA and the provision of Services hereunder.

The Client agrees that WTW may maintain, process and transfer the Client's Confidential Information in order to perform the Services, and for other reasonable ancillary purposes, unless the Client instructs otherwise, as well as for any additional purposes agreed in a SOW.

In addition, the Client hereby grants WTW permission to use data WTW receives from the Client or Client's representatives in the course of the Services in industry benchmarking studies, trend analyses and research unless otherwise specified under the applicable SOW. WTW may use the results of these studies, analyses and research for various purposes, including articles and studies for distribution to WTW's other clients and prospects. Any such articles or studies will not disclose the Client's participation or mention the inclusion of the Client's information to any other party. Any findings from these studies that may show individual participant results will be on an anonymized and aggregated basis, and will not attribute any finding to a specific participant.

7. **Limitation of Liability.**

(a) If the Services do not conform to the requirements agreed between the Parties, the Client shall notify WTW promptly and to the extent possible, WTW shall re-perform any non-conforming Services at no additional charge or, at its option, refund the portion of the fees paid with respect to such non-conforming Services. The re-performance of the Services or refund of the applicable fees is intended to provide an adequate remedy for any failure on WTW's part to adhere to the requirements agreed between the Parties for the performance of Services. Whether or not such re-performance or refund would provide an adequate remedy for any loss or damage suffered by the Client or any third party, the aggregate liability taken together of WTW, its affiliates, joint venture companies' and WTW's and its affiliates' and joint venture companies' respective employees, directors, officers, agents and subcontractors (the "**Related Persons**") arising from or in any way connected with the Services under an applicable SOW, whether in contract, tort (including, without limitation, negligence), or for breach of statutory duty or otherwise, shall not exceed in aggregate the greater of (i) $250,000 or (ii) the total amount of the fees paid to WTW for the Services provided pursuant to that SOW during any 12-month period beginning with the commencement of that SOW, unless otherwise agreed in writing. Notwithstanding the above, the foregoing shall not limit the liability of WTW or its Related Persons in the case of: (i) death or personal injury resulting from WTW or the Related Persons' negligence; (ii) willful misconduct; (iii) fraud; or (iv) other liability to the extent that the same may not be excluded or limited as a matter of law.

(b) In no event shall WTW or any of the Related Persons or affiliates be liable for any incidental, special, punitive, or consequential damages of any kind (including, without limitation, loss of income, loss of profits, or other pecuniary loss), except to the extent such liability may not be excluded as a matter of law.

(c) Where WTW or any of the Related Persons are jointly liable to the Client with another party, WTW shall to the extent permitted by law only be liable for those losses that correspond directly with WTW's or the Related Persons' proportionate share of responsibility for the losses in question.

8. **Third Parties.** For the avoidance of doubt, paragraph 7 confers rights on the Related Persons which may be enforced by any of them. Otherwise, no person who is not a party to this MSA or any SOW shall have the right to enforce any of these terms. WTW accepts no responsibility for any consequences arising from any third party relying on the Work Product. If WTW agrees to provide the Work Product to a third party, the Client is responsible for ensuring that the third party is made aware of the fact that they are not entitled to rely upon it. The Client agrees to reimburse WTW for all costs (including reasonable legal fees) that WTW incurs in responding to any requests or demands from third parties in connection with a matter to which WTW is not a party, pursuant to legal process or otherwise, for data or information related to the Services as well as any request by the Client that WTW provides such information.

9. **Termination.** Except as may otherwise be agreed in an applicable SOW or other written agreement, either Party may terminate this MSA or any SOW on 30 days' written notice to the other Party. WTW shall be entitled to be paid for Services rendered up to the effective date of any such termination, and for expenses incurred. Any provision of this MSA or any SOW that would be reasonably intended to apply after termination will do so, including paragraphs 5, 6, 7, 8, 11, 12, 13 and 14.

10. **Force Majeure.** Neither Party shall be liable for any delay or non-performance of its obligations arising under any SOW caused by an event beyond its control (a "**Force Majeure Event**") provided that the Party affected gives prompt notice in writing to the other Party of such Force Majeure Event and uses all reasonable endeavors to continue to perform its obligations. Unless otherwise provided in the applicable SOW, either Party may terminate any SOW by written notice to the other with immediate effect if such Force Majeure Event continues for more than 3 months.

11. **Miscellaneous.** In respect of each project, this MSA, together with the applicable SOW, sets out the complete and exclusive statement of agreement and understanding between the Parties, which supersedes and excludes all prior or contemporaneous proposals, understandings, agreements or representations, whether oral or written, with respect to the subject matter of the SOW in question. Any modifications of or amendments to this MSA or a SOW or a change to the Services must be in writing and agreed by the Parties. Should any provisions of this MSA or any provisions of a SOW be declared void, illegal or otherwise unenforceable, the remainder shall survive unaffected.

    Neither Party may assign or delegate any of its rights or obligations to any third party without the prior written consent of the other Party. Notwithstanding the foregoing, either Party may assign or delegate any of its rights and obligations to an affiliate. WTW reserves the right to employ subcontractors to assist in providing Services and to pass to them any information and materials they need to perform their work. Where WTW uses affiliates or subcontractors to provide the Services, WTW will remain ultimately responsible for the provision of the Services.

    Neither Party shall have any liability in respect of any statement (except in the case of fraud where the liability of each Party to the other shall be unlimited) made by such Party or on its behalf to the other Party which is not contained in this MSA or in the applicable SOW and each Party acknowledges that it has not entered into this MSA or any SOW, or will enter into a SOW, in reliance on any representation by the other Party which is not contained in this MSA or the applicable SOW.

    WTW does not tolerate unethical behavior either in its own activities or in those with whom WTW seeks to do business. WTW will comply with the laws, regulations, and rules that are applicable to the provision of WTW's Services under this MSA.

12. **Sanctions and Export Control**. Sanctions and export control laws from the EU, United States, United Kingdom, and other government authorities prohibit companies, including WTW, from conducting business in certain jurisdictions or with certain individuals. The restrictions may differ based on the Client's business activity, ownership structure, and the location or nationality of the Client's employees. Client shall inform WTW of any insurance or service requirements the Client has which touch upon goods, countries, entities or individuals subject to any sanctions or export controls. WTW will comply with all applicable sanctions and export control laws, and WTW is not responsible for actions taken by third parties based on their own sanctions or export control constraints.

13. **Dispute Resolution.** The Parties agree to work in good faith to resolve any disputes arising out of or in connection with this MSA or any SOW. If a dispute cannot be resolved it shall be submitted to non-binding mediation before either Party pursues other remedies hereunder. If the mediation does not resolve the dispute and a Party or both Parties wish to pursue other remedies, to the fullest extent permitted by applicable law, the Parties hereby irrevocably waive any right they may have to demand a jury trial.

    To the extent the foregoing jury trial waiver is not enforceable under the governing law, any dispute arising out of or in connection with this MSA or any SOW which the Parties are unable to resolve between themselves or through mediation as provided above, shall be resolved by binding arbitration in the state as provided for in paragraph 14 below, or other mutually agreed location, before a panel of three arbitrators in accordance with the Commercial Arbitration Rules of the American Arbitration Association. In accordance with paragraph 14 below, the Parties irrevocably and unconditionally consent to personal jurisdiction in New York and agree that New York will be the sole and exclusive venue for purposes of the arbitration, any action to compel arbitration, and to enforce the arbitration award. The arbitration proceeding will be the sole and exclusive means for resolving any dispute between the Parties, except for any dispute involving the ownership or use of work product or intellectual property, provided that either Party may seek an injunction or other equitable relief if such

action is necessary to avoid irreparable damage or to preserve the status quo. Each Party shall have the right to select one of the arbitrators and the two arbitrators so selected will agree on the choice of the third arbitrator.

Each Party will bear the expenses of the arbitrator it selects and one-half of the expenses of the third arbitrator and other costs related to the arbitration. Each Party shall pay its own attorneys' fees in the arbitration, and in any proceeding brought to enforce these arbitration provisions or any award rendered by the arbitrators.Judgment on the award rendered by the arbitrators shall be final and binding, and may be entered in any court having jurisdiction thereof. The arbitration proceeding shall be confidential. The provisions of the Parties' arbitration agreement set forth above are severable, so that if any provision or the application of any provision is held invalid or unenforceable, the remaining provisions shall remain valid and enforceable.

14. **Governing Law and Venue.** Any controversy, dispute or claim of any kind between the Parties shall be governed by and interpreted in accordance with the laws of the state of New York, without regard to any provisions governing conflicts of laws. The parties agree that any and all disputes, suits, actions or other proceedings arising from or relating to this Agreement shall be brought exclusively in the federal or state courts within the County of New York in the State of New York, and the parties hereby submit to the exclusive jurisdiction of such courts, and expressly waive any objection to venue in such courts.

Signed by and on behalf of:
~~[INSERT (WILLIS TOWERS WATSON US LLC) or the RELEVANT WTW LEGAL ENTITY NAME]~~Willis of New Jersey, Inc.

By: .....

Print name: .....

Print title: .....

Date: .....

Accepted and agreed on behalf of:
~~[INSERT CLIENT NAME]~~City of Chester

By: .....

Print name: .....

Print title: .....

Date: .....

May 1, 2024

Vijay Kapoor
Chief of Staff to the Receiver for the City of Chester
One Fourth Street
Chester, PA 19013

Subject: Statement of Work for Risk Consulting Services

Dear Mr. Kapoor:

This statement of work ("**SOW**") will confirm the terms of the engagement of Willis Towers Watson Southeast, Inc. ("**WTW**", "**we**" or "**us**") by the City of Chester, Pennsylvania ("**Client**" or "**you**") for all of Client's and its affiliates' business, globally.

I. Terms and Conditions of SOW:

Client desires to procure and WTW is willing to provide the services listed in Attachment 1 (the "**Services**"). These Services will be provided subject to the Willis Towers Watson Brokerage Terms, Conditions & Disclosures available at: https://media.wtwco.com/-/media/WTW/Notices/BTCD-CRB-NA-January-2024 (the "**Brokerage Terms**"). Copies of the Brokerage Terms are available upon request.

II. Term and Termination:

The term of this SOW will begin on July 1, 2024 and end on June 30, 2024 and may be extended by written amendment upon agreement of both parties.

III. Compensation

You agree that our compensation for the Services will be a fee of $17,500, payable by you to us as invoiced.

If WTW terminates this SOW before the end of the term, WTW will be deemed to have fully earned and be entitled to a pro-rata portion of the fee, calculated from the start of the current annual term through the date of termination. If Client terminates this SOW before the end of any annual term, WTW will be deemed to have fully earned and be entitled to a portion of the fee as set forth in the following schedule:

During the first six months of the current annual term:	75%
After six months of the current annual term:	100%

IV. Additional Terms

If you would like us to vary the Services under this SOW, or to perform additional services that are not included, please advise us. Also, if we believe certain services you have asked us to carry out are not within the defined scope, we will promptly notify you. All out of scope services will be covered under a separate Statement of Work that will specify the additional services that we will perform and the additional compensation that we will receive.

Please have an authorized representative of Client countersign below (and do the same in respect of the enclosed copies, returning a set of countersigned documents to me for our records).

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this SOW effective as of the ____ day of _____, 20__.

City of Chester, Pennsylvania	Willis Towers Watson Southeast, Inc.
By: Vijay Kapoor_____	**By: Tamika Puckett_____**
Title: Chief of Staff to the Receiver for the City of Chester	**Title: East Region Leader, Public Sector & Education**
Date:_____	**Date:_____**

Attachments: Attachment 1 - Scope of Services

Attachment 1

Scope of Services

The City of Chester would like a consultant to evaluate its current risk transfer program to ensure proper level of coverage and cost effectiveness. Should deficiencies be present, a recommendation would be made to ensure proper coverage. A final report will be compiled along with a presentation that would include any recommendations.

The objectives of the work include the following:

1. Evaluate all relevant contractual engagements associated with the property and casualty insurance program;
2. Assess organizational exposures against insurance program;
3. Assess all current insurance policies for coverage and pricing;
4. Review, evaluate and report upon the following:
    a. Exposures to fortuitous loss;
    b. Consideration of these exposures in terms of probable loss frequency and severity;
    c. Financial rating of insurers;
    d. Insurance limits;
    e. Deductibles and retentions;
    f. Scope of insurance coverage including deficiencies and overlaps;
    g. The cost of risk (insurance premiums, retained losses and administrative expenses);
    h. Alternative risk financing options;
    i. Loss Analytics and benchmarking
    j. Current quality and levels of services provided by insurers, agents/brokers and third party administrators

R E S O L U T I O N

NO. 38 - 2024

WHEREAS, the Council of the City of Chester has approved the purchase of 106-130 E. 6th Street, Chester, PA 19013, from the Chester Upland School District in the amount of $508,782.14, which represents the complete forgiveness of all accounts receivable claimed for crossing guard services through December 31, 2020; and

WHEREAS, the Council of the City of Chester wishes to return 106-130 E. 6th Street to productive use as part of the redevelopment of the Central Business District.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That following settlement with the Chester Upland School District and delivery of the Deed, it does hereby authorize the transfer of 106-130 E. 6th Street to the Redevelopment Authority of the City of Chester for redevelopment purposes.

FURTHER, that it does hereby authorize the proper City officials to execute all documents necessary to effectuate this transfer.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 39 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby award the contract for the Street Light Maintenance and Repair for the City of Chester, for which bids were received on January 12, 2024, be and it is hereby awarded a 24-month agreement to Lenni Electric Corporation, 1020 Andrew Drive, West Chester, PA 19380, at the low bid price of Twelve Thousand Dollars ($12,000) for the Base Bid and an additional Two Thousand Four Hundred Dollars ($2,400) for the Emergency Service Base Bid for a total award amount of Fourteen Thousand Four Hundred Dollars (14,400.00), which does not include additional costs for services beyond street light maintenance and repair).

FURTHER, that all other bids for the above be and they are hereby rejected; all certified checks and/or bid bonds accompanying said bids shall be returned to the unsuccessful bidders.

FURTHER, that the Solicitor's Office shall prepare a contract and the successful bidder shall furnish a Performance Bond in the full amount of the contract, in accordance with the specifications, and to the satisfaction of City Council.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N

NO. 40 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That Resolution 20-2024 which was passed by Chester City Council on March 13, 2024, is amended to read as follows:

That it does hereby accept the following IT hardware and software quotes:

1. Dell Marketing LP for $399,928.40 whereby $177,548.73 will be paid through the American Rescue Plan Act (ARPA Projects 12,13,14) with the remaining $222,379.67 to be paid from General Funds.

2. TechGuides, Inc. quotes totaling $846,951.27 will be paid through the American Rescue Plan Act (ARPA Project 15).

FURTHER, the City has complied with all Keystone Purchasing Network and/or National Cooperative Purchasing Alliance bidding requirements.

FURTHER, the City contracts with these vendors for this equipment are contingent upon final review and approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 41 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does authorize the proper City official to prepare specifications for the advertisement of bids for the following:

1. Management services for the operation of Memorial Park Swimming Pool

2. Summer Food Program 2024

FURTHER, that it does authorize the City Clerk to advertise for the aforementioned bids.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 42 - 2024

THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the proper City official to prepare the advertisement of the notice of accepting applications for the 2024 Summer Food Service Program positions for the City of Chester.

FURTHER, that it does hereby authorize the City Clerk and other City official to advertise said notice in the Help Wanted section of the Delaware County Daily Times and to post said notice on the City of Chester website.

WE HEREBY CERTIFY that this Resolution passed Council this Eighth day of May, A.D. 2024.

_____
MAYOR

Attest:_____
CITY CLERK