



# THE COUNTY OF CHESTER



COMMISSIONERS  
Michelle Kichline  
Kathi Cozzone  
Terence Farrell

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

## AGENDA COMMISSIONERS' MEETING

September 13, 2018

1. **CALL MEETING TO ORDER**

2. **PLEDGE OF ALLEGIANCE**

3. **ANNOUNCEMENTS**

- Executive Session – The Board of Commissioners met in Executive Session on Wednesday, September 12, 2018 to discuss personnel and legal matters.

4. **MINUTES OF PREVIOUS MEETING**

5. **PUBLIC COMMENT ON AGENDA**

6. **OLD BUSINESS**

a. **Bid Award**

The Department of Procurement and General Services recommends that the Board of Commissioners award the attached bid.

7. **NEW BUSINESS**

a. **Resolution 37-18**

Resolution of the Chester County Commissioners authorizing the Director of Facilities and Parks and Solicitor to electronically execute and add supplement #1 to the consultant contract for County Bridge #175

b. **Resolution 38-18**

Resolution of the Chester County Commissioners authorizing Pennsylvania Emergency Management Agency (PEMA) Radiation Emergency Response Fund And Hazardous Materials Response Fund Grant Program document execution by the Director Of Emergency Services or designee

c. **Authorities, Boards & Commissions**

It is recommended that the Board of Commissioners approve the attached reappointment.

**d. Authorization to Bid**

The Department of Procurement and General Services is requesting Authorization to Bid the following:

- **Security Camera Installation**

**e. Agreement**

Cooperation Agreement among the County of Chester, the Chester County Industrial Development Authority, Parsons Coatesville, LLC

**f. Agreement**

Amended cooperation agreement among the County of Chester, the Chester County Industrial Development Authority and River Station, L.P. for the Downingtown River Station Project – Phase 2

**g. Contracts**

**h. Grants**

**8. PERSONNEL MATTERS**

**a. Human Resources Agenda**

**9. FINANCIAL MATTERS**

**a. Finance Agenda**

**10. PUBLIC COMMENT**

**11. ADJOURNMENT**



# THE COUNTY OF CHESTER



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## COMMISSIONERS' MEETING MINUTES

August 16, 2018

**1. CALL MEETING TO ORDER**

The public meeting of the Chester County Board of Commissioners was called to order at 10:03 a.m. on August 16, 2018 in the Commissioners' Boardroom by Chairman of the Board of Commissioners Michelle Kichline. Commissioners Kathi Cozzone and Terence Farrell were also present.

**CALL TO ORDER**

**2. PLEDGE OF ALLEGIANCE**

Chairman Kichline asked Chief Operating Officer Mark Rupsis to lead the Pledge.

**PLEDGE OF ALLEGIANCE**

**3. ANNOUNCEMENTS**

Chairman Kichline announced that Commissioner Cozzone was elected the President for CCAP for 2019, that Tom Whiteman was given the CCAP honor of Solicitor of the Year and that the County received the CCAP 2018 Excellence in Website Award. Chairman Kichline also announced that the Board of Commissioners met in Executive Session on Tuesday, August 14, 2018 to discuss personnel and legal matters.

**ANNOUNCEMENTS**

**4. MINUTES OF PREVIOUS MEETING**

Commissioner Farrell made a motion to approve the minutes from the last meeting on August 2, 2018. Commissioner Cozzone seconded the motion. Motion carried to approve the minutes from the August 2, 2018 Commissioners' meeting.

**MINUTES APPROVED**

**5. PUBLIC COMMENT ON AGENDA**

There were no comments from the public.

**PUBLIC COMMENT**

**6. OLD BUSINESS**

**a. Bid Award**

Commissioner Cozzone made a motion to approve the bid for the replacement of the Pocopson Home fire alarm. Commissioner Farrell seconded the motion. Motion carried to approve the following bid:

**Pocopson Home Fire Alarm Replacement, Bid #357808-1317E:**  
**Electri-Tech Inc. \$401,000.00**

**OLD BUSINESS**

**7. NEW BUSINESS**

**a. Resolution 32-18**

Commissioner Farrell made a motion to approve Resolution 32-18 authorizing the filing of an application for funds with the office of the budget, Commonwealth of Pennsylvania. The motion was seconded by Commissioner Cozzone. Motion carried to approve Resolution 32-18.

**NEW BUSINESS**

**Resolution**

**b. Agreement**

Chairman Kichline made a motion to approve a Cooperation Agreement among the County of Chester, the Chester County Industrial Development Authority and River Station Land, L.P. for the Downingtown River Station Project – Phase 2. The motion was seconded by Commissioner Farrell. Motion carried to approve the Cooperation Agreement.

**Agreement**

c. **Resolution 35-18** **Resolution**  
Commissioner Cozzone made a motion to approve Resolution 35-18 appointing Robert J. Kagel as the Acting Chief Clerk. Commissioner Farrell seconded the motion. Motion carried to approve Resolution 35-18 and Robert J. Kagel was appointed as the Acting Chief Clerk.

d. **Authorization to Bid** **Authorization to Bid**  
Chairman Kichline made a motion to approve the authorization to solicit bids for modifications to the Government Services Center Cafeteria. Commissioner Cozzone seconded the motion. Motion carried to approved the following authorization to bid:

- **Government Services Center Cafeteria Modifications**

e. **Contracts** **Contracts**  
Commissioner Cozzone made a motion to approve the Contracts Agenda. Commissioner Farrell seconded the motion. Motion carried to approve the Contracts Agenda.

f. **Grants** **Grants**  
Commissioner Farrell made a motion to approve the Grants Agenda. Commissioner Cozzone seconded the motion. Motion carried to approve the Grants Agenda.

**8. PERSONNEL MATTERS** **PERSONNEL**

a. **Human Resources Agenda**  
Commissioner Farrell made a motion to approve the Human Resources Agenda. Commissioner Cozzone seconded the motion. Motion carried to approve the Human Resources Agenda.

**9. FINANCIAL MATTERS** **FINANCE**

a. **Finance Agenda**  
Chairman Kichline made a motion to approve the Finance Agenda. Commissioner Cozzone seconded the motion. Motion carried to approve the Finance Agenda with the following item:

- Budget Change 14-18

**10. PUBLIC COMMENT** **PUBLIC COMMENT**  
Chester County citizen Mindy Rhodes asked about what could be done to preserve the CrebillyFarms property. County Solicitor Thomas Whiteman provided Ms. Rhodes with ideas on how to proceed.

There were no further comments from the public.

**11. ADJOURNMENT** **ADJOURNMENT**  
The Meeting was adjourned following a motion made by Chairman Kichline which was seconded by Commissioner Farrell. Motion carried to adjourn the meeting. Meeting adjourned.

  
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**Taken by Paige Fenimore  
On behalf of Acting Chief Clerk Mark Rupsis**

## **Commissioners Agenda 09/13/2018**

### **Bid Award:**

The Department of Procurement & General Services recommends to the Board of Commissioners the following bid award as they are the lowest responsive and responsible bidder:

### **Processing and Marketing Service for Recyclable Materials, Bid #015808-1316A:**

**Solid Waste Services, Inc. d/b/a J.P. Mascaro & Sons (\$ 29.13) per ton**

#### Other Bids Submitted:

BFI Waste Services of Pennsylvania, LLC (\$ 59.00) per ton

**COUNTY OF CHESTER  
COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION No. 37-18**

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**RESOLUTION OF THE CHESTER COUNTY COMMISSIONERS  
AUTHORIZING THE DIRECTOR OF FACILITIES AND PARKS AND  
SOLICITOR TO ELECTRONICALLY EXECUTE AND ADD SUPPLEMENT # 1  
TO THE CONSULTANT CONTRACT FOR COUNTY BRIDGE #175**

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**WHEREAS**, the design of the Reconstruction of Bridge #175 is contractually managed through PennDOT's Engineering and Construction Management System (ECMS);

**WHEREAS**, the Commissioners previously granted (under Resolution #35-15 dated 8/25/15) full signature authority of the Board to the Director of Facilities and Parks to execute contracts electronically within ECMS for Chester County Bridge #175; and

**WHEREAS**, the Commissioners have previously executed (under Resolution #40-15 dated 9/15/15) an engineering agreement with Traffic Planning and Design Inc. in the amount of \$265,426.41 for the design of the Reconstruction of **Chester County Bridge #175**, Creek Road over Pickering Creek in Schuylkill Township, Chester County, Pennsylvania; and

**WHEREAS**, the County and PennDOT have previously executed (under Resolution # 35-15 dated 8/25/15 as amended by Resolution #10-17 dated 4/6/17) a Non-Federal Aid Bridge Project Reimbursement Agreement within ECMS;

**WHEREAS**, Traffic Planning and Design Inc. has requested a contract amendment within ECMS for Supplement #1 in the amount of \$53,557.60 to provide for additional structural borings:

**WHEREAS**, PennDOT has reviewed and approved Supplement # 1 within ECMS effective 5/16/17;

**WHEREAS**, PennDOT requires the County to electronically approve Supplement #1 within ECMS;

**NOW BE IT RESOLVED** that the Commissioners of the County of Chester **HEREBY** authorize the Director of the Department of Facilities and Parks and the County Solicitor to take any and all necessary steps required by PennDOT to electronically accept, sign and award Supplement #1 with Traffic Planning and Design, Inc. in the amount of \$53,557.60 retroactive to 5/16/17 for the Reconstruction of County Bridge #175 Creek Road over Pickering Creek in Schuylkill Township, Chester County, Pennsylvania.

**THIS RESOLUTION, adopted this \_\_\_\_\_ day of September 2018, by the Board of County Commissioners.**

**COUNTY OF CHESTER**

\_\_\_\_\_  
Michelle Kichline, Chairman

\_\_\_\_\_  
Kathi Cozzone, Commissioner

\_\_\_\_\_  
Terence Farrell, Commissioner

**ATTEST:**

\_\_\_\_\_  
Robert J. Kagel, Acting Chief Clerk

**COUNTY OF CHESTER  
COMMONWEALTH OF PENNSYLVANIA  
RESOLUTION No. 38-18**

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**RESOLUTION OF THE CHESTER COUNTY COMMISSIONERS AUTHORIZING  
PENNSYLVANIA EMERGENCY MANAGEMENT AGENCY (PEMA) RADIATION  
EMERGENCY RESPONSE FUND AND HAZARDOUS MATERIALS RESPONSE  
FUND GRANT PROGRAM DOCUMENT EXECUTION BY THE DIRECTOR OF  
EMERGENCY SERVICES OR DESIGNEE**

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**WHEREAS**, this Resolution is enacted pursuant to the authority of the County Code as applied to Third Class Counties, specifically Section 509, which permits the Board of Commissioners to adopt Resolutions prescribing the manner in which the powers of the County shall be carried out and in regulating the affairs of the County; and

**WHEREAS**, the Commissioners, pursuant to the authority provided under the County Code, specifically 16 P.S. 1701 and 1801, are vested with and otherwise are responsible for the management and administration of County fiscal affairs and are the sole contractors for the County; and

**WHEREAS**, the PEMA Radiation Emergency Response Fund Grant and Hazardous Materials Response Fund Grant Programs provide essential funding to Chester County's emergency responder organizations and the County's Department of Emergency Services in order to execute their respective missions of protecting life and property; and

**WHEREAS**, to participate and be considered for such grant program funding, the execution of various agreements, contracts and other administrative, legal and financial documents is required; and

**WHEREAS**, given the anticipated significant number of these documents which will require formal County execution, the Commissioners hereby delegate signatory authority on these agreements, contracts and related documents, which will streamline time constraints if each was placed on the Commissioner's Agenda; and

**WHEREAS**, this delegation of authority is hereby vested in the Director of Emergency Services and, in his absence, the Deputy Director for Emergency Management, subject however, to review by the Solicitor.



**NOW THEREFORE**, be it resolved that the Commissioners of the County of Chester hereby authorize the delegation of signatory authority of those PEMA agreements, contracts, and related documents required for grant program funding to the Director of Emergency Services and Deputy Director of Emergency Management. This Resolution is to become effective immediately upon execution by the Chester County Commissioners and its attestation by the Chief Clerk.

**DULY ORDERED AND ENACTED** by the Board of Commissioners of the County of Chester, Pennsylvania, in lawful session assembled this \_\_\_\_ day of \_\_\_\_\_, 2018.

**COMMISSIONERS:**

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Michelle Kichline, Chairman

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Kathi Cozzone, Commissioner

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Terence Farrell, Commissioner

**ATTEST:**

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Robert J. Kagel, Acting Chief Clerk

**Authorities, Boards and Commissions Appointments and Reappointments**

**September 13, 2018**

**Agricultural Land Preservation Board**

Reappoint Melba Matthews as Chairman for a term ending 6/30/2019

**COOPERATION AGREEMENT AMONG THE COUNTY OF CHESTER, THE  
CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, PARSONS  
COATESVILLE, LLC**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and among the COUNTY OF CHESTER, a Third Class County, organized and existing under the laws of the Commonwealth of Pennsylvania, the CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, the Grantee (“CCIDA”), a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, and PARSONS COATESVILLE, LLC, the Sub-Grantee (“Parsons Coatesville”).

**BACKGROUND**

The CCIDA has agreed to make application to the Pennsylvania Governor’s Office of the Budget (“PGOB”), Commonwealth of Pennsylvania (the “Application”) for a grant in the amount of One Million Five Hundred Thousand (\$1,500,000) Dollars under the Redevelopment Assistance Capital Program (the “Grant”) for the benefit of the CTDI Highlands (Communications Test Design) property, and to accept grant money, the proceeds of which will be used to partially fund the site work for the CTDI Highlands (Communications Test Design) project in Sadsbury Township, Chester County, Pennsylvania. Such renovation of the CTDI Highlands (Communications Test Design) property is hereinafter referred to as the “Project”.

The CTDI Highlands (Communications Test Design) property is owned by Parsons Coatesville. Parsons Coatesville, by signing below, acknowledges and consents to the RACP Grant application. Furthermore, Parsons Coatesville acknowledges and approves of the value of the subject property being utilized as land match for the RACP Project. Parsons Coatesville also acknowledges and understands that the land being used as match for this Project would not be available to be used by Parsons Coatesville in the future as land match should Parsons Coatesville receive another RACP grant.

The COUNTY, as host municipality, has authorized the filing of the Grant application for the Project, and has agreed to enter into this Cooperation Agreement in support of the Project.

The parties intend by this Agreement to confirm the terms and conditions pursuant to which the CCIDA will accept the Grant for the benefit of Parsons Coatesville and the COUNTY will support the Project.

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

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

2. The CCIDA shall submit the Grant Application in accordance with the terms and conditions required by the PGOB in its grant agreement issued with respect to the Project (the "Grant Agreement") and with respect to all RACP requirements. Parsons Coatesville shall, independent of any assurances made by the CCIDA in the Application, certify and make and carry out and fulfill all assurances required in the Grant Agreement and shall carry out all RACP requirements, including but not limited to, the obligation to supply matching funds. The COUNTY agrees to reimburse the Commonwealth of Pennsylvania for any expenditure of Grant funds found by the PGOB to be ineligible, subject, however, to the following: Parsons Coatesville shall indemnify and hold harmless the CCIDA and the COUNTY against any request, requirement or demand by the PGOB for return or repayment of Grant funds for any ineligible expenditure or otherwise as a result of Parsons Coatesville's failure or inability to make and carry out or fulfill such assurances. Further, as an incentive to the CCIDA to serve as applicant for the Grant and to the COUNTY to provide support for the Project and to enter into this Agreement, Parsons Coatesville hereby makes the same representations and warranties as are required to be made by the CCIDA in the Grant Agreement and shall bear all responsibility for all conditions, covenants, duties and obligations required under the Grant Agreement and under the RACP requirements and shall likewise indemnify and hold harmless the CCIDA and the COUNTY against any claims arising out of Parsons Coatesville's failure to comply with such conditions, covenants, duties and obligations under the Grant Agreement, RACP requirements and assurances contained in the Application. A copy of the Grant Agreement is attached as Exhibit "A" hereto and incorporated herein by reference as though fully set forth herein at length. The obligations set forth in this section shall survive termination of this Agreement.

3. Parsons Coatesville shall cause the Project to be completed within the time required by the Grant Agreement. Parsons Coatesville shall be responsible for design of the Project, the preparation of bidding and contract materials and the selection of design professionals and contractors in accordance with the Grant requirements. Parsons Coatesville acknowledges and agrees that, *inter alia*, the Grant requirements include the requirement to comply with the Pennsylvania prevailing wage rates, competitive bidding requirements applicable to RACP projects, insurance and bonding requirements, Commonwealth grantee integrity provisions, and other statutory requirements applicable to projects utilizing public funds and agrees to comply with all such requirements. To the extent feasible, Parsons Coatesville will execute and administer design and construction contracts with respect to the Project on behalf of CCIDA, it being understood that in all events CCIDA shall have the right to approve or reject all work performed and applications for payment submitted by contractors with respect to the Project. Those items of expense incurred in constructing the Project which are eligible for inclusion in the Project costs under the provisions of the Grant shall be reimbursed to Parsons Coatesville by CCIDA out of the proceeds of the Grant, subject to prior documentation of such Project costs and compliance by Parsons Coatesville. CCIDA agrees to monitor the progress of the Project construction but shall rely exclusively on the reports of Parsons Coatesville in doing so.

4. CCIDA agrees not to enter upon the Project site except for reasonable inspections by any of its employees, agents or contractors as may be required by the covenants and conditions of the Grant. Such inspections and entry shall be subject to the rights of the tenant at the Project site and shall be performed with at least two (2) business days' prior written notice to Parsons Coatesville. Parsons Coatesville agrees to hold harmless the COUNTY and CCIDA against any damage, injury or other harm resulting from conditions or defects, whether or not latent, in, of or on the Project site during the performance of the Project work. In addition, Parsons Coatesville confirms that it has or will, in a timely manner, obtain all approvals necessary to perform the Project work and has not relied on any COUNTY or CCIDA representation as to whether the Project is in conformity with any laws, rules, ordinances, statutes or regulations. Parsons Coatesville shall obtain all necessary approvals prior to performing the work of the Project; CCIDA will not submit requests for reimbursement of Project costs until CCIDA is satisfied that all approvals have been obtained and requirements met.

5. It is the intention of the parties hereto that Parsons Coatesville shall be responsible for all costs and expenses in connection with the development of the Project site during the term of this Agreement, and that any reasonable costs and expenses incurred by the COUNTY or CCIDA in connection with this Agreement, or adherence to its terms, which are not paid by Grant funds, shall be paid or reimbursed by Parsons Coatesville. Without limiting the generality of the foregoing, Parsons Coatesville agrees:

a. Parsons Coatesville agrees to pay all real estate taxes, water and sewer rents, and any other governmental charges assessed against the Project site during the term of this Agreement, and Parsons Coatesville agrees not to contest any such taxes, rents or assessments by reason of the COUNTY's or CCIDA's involvement in the Project; and

b. To comply with all notices from governmental authorities as to improvements or alterations to be made on or about the Project site during the term of this Agreement and maintain the entire Project site in a safe condition in compliance with all applicable laws, ordinances and regulations affecting the Project site.

c. To pay or reimburse CCIDA for all reasonable costs and fees, including professional fees (to include but not be limited to attorneys' fees), incurred in connection with CCIDA's participation in the Project and not otherwise paid by Grant funds. Grant funds shall be applied directly to payment of such costs and fees which are eligible to be paid from Grant funds.

d. To pay or cause to be paid the Chester County Economic Development Council ("CCEDC") service fees for all services provided in connection with the Project in accordance with that certain Master Services Agreement dated May 12, 2015 entered into between CCEDC and CTDI.

6. The County of Chester will reimburse the Commonwealth for any expenditure(s) of Grant funds found to be ineligible, subject to, conditioned upon and as limited by the indemnification provisions set forth in this Agreement.

7. Parsons Coatesville agrees to defend, indemnify and hold harmless CCIDA and the COUNTY against any loss or cost which CCIDA or the COUNTY may suffer, including reasonable attorneys' fees, or any claim arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant or Project, or out of any circumstances or condition existing or event occurring on or about the Project or Project site during the term of this Agreement, or for any loss which CCIDA or the COUNTY may suffer due to any default of Parsons Coatesville under any agreement concerning this Project, excluding, however, any losses CCIDA or the COUNTY may suffer as a result of breach of this Agreement by CCIDA or the COUNTY or acts of CCIDA or the COUNTY outside the scope of this Agreement. It is understood and agreed by Parsons Coatesville that its standard liability insurance policies shall protect, or shall be endorsed to protect, CCIDA and the COUNTY from claims of bodily injury and/or property damage arising out of any activities performed by Parsons Coatesville or its employees, contractors or agents relative to the Project or this Agreement. Parsons Coatesville shall furnish to CCIDA proof of insurance as required by this Paragraph at the time of execution of this Agreement and at least one time annually during the term of this Agreement, and at other reasonable times upon request by CCIDA.

8. Any Project cost which exceeds the amount of the Grant shall be the responsibility of Parsons Coatesville except as may be otherwise required by the Grant Agreement. Parsons Coatesville shall pay any costs clearly excepted out of the Grant when due. Under no circumstances shall CCIDA or the COUNTY be liable for any expenditure or cost arising out of or in connection with the Project.

9. It is expressly agreed by all parties that any and all obligations of Parsons Coatesville to pay fees, costs or charges and the obligations of Parsons Coatesville to defend, indemnify and hold harmless CCIDA and the COUNTY from any and all claims arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant and Project shall survive termination of this Agreement.

10. All notices provided for in this Agreement shall be in writing. Notices shall be sent by registered or certified mail. Subject to change by notice from the party to be charged with such notice, notices to the COUNTY, CCIDA, and Parsons Coatesville shall be addressed as follows:

If to the COUNTY:

The County of Chester  
313 W. Market Street  
Suite 6702  
West Chester, Pa 19380  
Attn: Thomas L. Whiteman, Esq., Solicitor

If to CCIDA:

Chester County Industrial Development Authority  
737 Constitution Drive  
Exton, Pennsylvania 19341  
Attn: Michael L. Grigalonis

If to Parsons Coatesville:

Parsons Coatesville, LLC.  
1373 Enterprise Dr.  
West Chester, PA 19380  
Attn: Jonathan Friedman

11. This Agreement shall inure to the benefit of and shall be binding upon the COUNTY, CCIDA and Parsons Coatesville, and their respective successors and assigns, provided, however, that Parsons Coatesville may not transfer or assign this Agreement or any of its rights, duties or obligations hereunder without the express written consent of CCIDA. Approval of such assignment shall not relieve Parsons Coatesville from any liability or obligation to perform under this Agreement.

12. In the event of default by the COUNTY or CCIDA under this Agreement, Parsons Coatesville shall be entitled to specific performance of this Agreement. The COUNTY and CCIDA shall not be liable for any punitive or consequential damages.

13. In the event of default by Parsons Coatesville under this Agreement, CCIDA and the COUNTY shall be entitled to all rights and remedies under this Agreement in addition to any and all legal remedies available under statutory or common law. The PGOB shall have the right, but not the obligation, to enforce the terms of this Agreement against Parsons Coatesville, as their interests may appear.

14. Parsons Coatesville agrees to erect a sign at the Project site acknowledging financial assistance from the Commonwealth of Pennsylvania, using the phraseology “This project was financed in part by a grant from the Commonwealth of Pennsylvania, Honorable Tom Wolf, Governor”. Any publication concerning the Project shall also acknowledge Commonwealth financial assistance in the same manner. Acknowledgement of Commonwealth assistance may be combined with an acknowledgement of other funding sources on Project signs and in Project publications, provided that the acknowledgement of Commonwealth assistance shall be listed first and no less prominently than any other source.

15. The COUNTY, CCIDA and Parsons Coatesville agree, but only as and to the extent that their interests relate to the Grant, to comply with the nondiscrimination/sexual harassment terms applicable to a Grantee, required by the Commonwealth of Pennsylvania as a condition of the Grant and the Grant Agreement, substantially as follows:

The COUNTY, CCIDA, and Parsons Coatesville (each a Grantee for purposes of this Paragraph) agree, as and to the extent that their interests relate to the Grant:

A. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the Grant Agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate, by reason of gender, race, creed, or color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

B. The Grantee, and any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate against or intimidate any of its employees on account of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

C. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in an easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.

D. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of gender, race, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the contract relates.



E. The Grantee, subgrantee, any contractor or any subcontractor shall represent that is presently is in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. This Grantee and subgrantee, any contractor and any subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees, The Grantee, subgrantee, any contractor and any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

F. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.

G. The Grantee’s, subgrantee’s, contractors’ and subcontractors’ obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and subgrantee, contractors, and subcontractors shall have an obligation to inform the Commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would results in violation of these provisions.

H. The Commonwealth may cancel or terminate the Grant Agreement and all money due or to become due under the Grant Agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

16. Parsons Coatesville agrees to conform to and abide by all applicable laws, rules, regulations and codes, including, but without limitation of the generality of the foregoing, the Pennsylvania Prevailing Wage Act, the Steel Products Procurement Act, the State Contractor Responsibility Program, the Americans with Disabilities Act, Illegal Alien Labor on Assisted Projects Act and all applicable anti-pollution laws.

17. The parties acknowledge that the payment of the Grant under this Agreement and the Grant Agreement is subject to the effect of any federal or state deficit reduction legislation and generally upon the availability of funds awarded by the Grant or this Agreement. CCIDA and the COUNTY shall have no liability under this Agreement or responsibility to perform any of their duties or obligations under this Agreement in the event the Grant is not funded.

18. Parsons Coatesville shall maintain at each of its principal places of business complete and accurate records and accounts including documents, correspondence and other records pertaining to costs and expenses of this Agreement and reflecting all matters and activities covered by this Agreement. At any time during normal business hours and as often as CCIDA deems necessary, Parsons Coatesville shall make available for inspection by CCIDA or its duly authorized representative all of its records with respect to all matters covered by this Agreement and permit the CCIDA to audit, examine and make copies of such records. All required records shall be maintained by Parsons Coatesville for a period of seven (7) years from the dates of final audit or close out of this Agreement by CCIDA, except in those cases where unresolved audit requests may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

19. Parsons Coatesville shall furnish CCIDA with progress reports relating directly to the Grant in such form and quantity as CCIDA may from time to time require, including, but not limited to, status reports of the Project, Project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow up reports and any and all other information relative to the Agreement as may be requested. CCIDA or its representative shall have the right to make reasonable inspections to monitor the performance of Parsons Coatesville's performance under this Agreement.

20. A final audit of the entire Project ("Project Audit") is required within 120 days after the termination of the Project activities, but no later than 120 days after the termination of the Grant Agreement. This audit is the responsibility of the Commonwealth and will be performed by a State auditor. CCIDA reserves the right for state agencies or their authorized representatives to perform additional audits of a financial or performance nature if deemed necessary.

21. The COUNTY, CCIDA, and Parsons Coatesville warrant that they have the right and authority to enter into this Agreement, to make the covenants herein, and to perform the duties set out above.

[The rest of this page has been intentionally left blank.]

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

**COUNTY OF CHESTER**

BY: \_\_\_\_\_  
Michelle H. Kichline, Chair  
Chester County Commissioner

\_\_\_\_\_  
Kathi Cozzone, Vice Chair  
Chester County Commissioner

\_\_\_\_\_  
Terence Farrell  
Chester County Commissioner

WITNESS/ATTEST: \_\_\_\_\_  
Robert J. Kagel  
Acting Chief Clerk

**CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (CCIDA)**

BY: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title and Date)

WITNESS/ATTEST: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title and Date)

**PARSONS COATESVILLE, LLC, a Pennsylvania limited liability company**

BY: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title and Date)

WITNESS: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title and Date)

**COOPERATION AGREEMENT** among the County of Chester, the Chester County Industrial Development Authority, Parsons Coatesville, LLC

**TAB 13. COOPERATION AGREEMENT AMONG THE COUNTY OF CHESTER, THE  
CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY  
AND BRANDYWINE STATION, L.P., BRANDYWINE STATION GP, INC. AND  
HANKIN VENTURES, LLC FOR THE DOWNINGTOWN RIVER STATION PROJECT  
– Phase 2**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by and among the CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (“CCIDA”), a body politic and corporate, organized and existing under the laws of the Commonwealth of Pennsylvania, the COUNTY OF CHESTER (the “COUNTY”), a Third Class County, organized and existing under the laws of the Commonwealth of Pennsylvania and BRANDYWINE STATION, L.P., a Pennsylvania limited partnership (“BRANDYWINE STATION”), Brandywine Station’s general partner, BRANDYWINE STATION GP, INC., a Pennsylvania corporation (together with Brandywine Station, the “Co-Sub-Grantees”) and HANKIN VENTURES, LLC, a Pennsylvania limited liability company (“HANKIN VENTURES”).

BACKGROUND

The CCIDA has agreed to make application to the Pennsylvania Governor’s Office of the Budget, (“PGOB”) Commonwealth of Pennsylvania (the “Application”) for a grant in the amount of Six Million (\$6,000,000) Dollars under the Redevelopment Assistance Capital Program (the “Grant”), and to accept grant money, the proceeds of which will be used to partially fund site preparation, infrastructure improvements and construction costs for the Downingtown River Station Project located in the Borough of Downingtown and East Caln Township in Chester County, Pennsylvania, such enhancement and renovation of the property, hereinafter referred to as the “Project”.

The Project will benefit site redevelopment on the said property for the benefit of the River Station Project.

The parcels of the property comprising the Project located in the Borough of Downingtown and East Caln Township are all owned by Brandywine Station; Brandywine Station has complete site control of the Project.

The Grant has been approved by the PGOB, to be administered in Phases 1 and 2; this Agreement solely addresses the administration of Phase 2 of the Grant, in the amount of \$2,450,424 for the benefit of the Co-Sub-Grantees for work on the Project (Phase 2). The Grant proceeds for the Project (Phase 2) will be used to partially fund site demolition and site preparation.

All activities of the Project (Phase 2) are being undertaken by Brandywine Station, by and through its general partner, Brandywine Station GP, Inc.

Hankin Ventures will assist Brandywine Station with financing for the Project.

The COUNTY, as host municipality, has authorized the filing of the Grant application for the Project (Phase 2), and has agreed to enter into this Cooperation Agreement in support of the Project (Phase 2).

The parties intend by this Agreement to confirm the terms and conditions pursuant to which CCIDA will accept the Grant for the benefit of the Co-Sub-Grantees and the COUNTY will support the Project (Phase 2).

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

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

2. CCIDA shall submit Phase 2 of the Grant Application in accordance with the terms and conditions required by the PGOB in its grant agreement issued with respect to the Project (the "Grant Agreement") and with respect to all RACP Program requirements. BRANDYWINE STATION shall, independent of any assurances made by the CCIDA in the Application, certify and make and carry out and fulfill all assurances required in the Grant Agreement and with respect to all RACP Program requirements, including but not limited to, the obligation to supply matching funds for the Project (Phase 2). The COUNTY agrees to reimburse the Commonwealth of Pennsylvania for any expenditure of Grant funds found by the PGOB to be ineligible, subject, however, to the following: the Co-Sub-Grantees shall defend, indemnify, exonerate and hold harmless the COUNTY and CCIDA against any request, requirement or demand by the PGOB for return or repayment of Project (Phase 2) Grant funds as a result of BRANDYWINE STATION's failure or inability to make and carry out or fulfill such assurances. Further, as an incentive to CCIDA to serve as Applicant for and to administer the Grant, the Co-Sub-Grantees shall bear all responsibility for all conditions, covenants, duties and obligations required under the Grant Agreement and under all RACP requirements and shall likewise defend, indemnify, exonerate and hold harmless the COUNTY and CCIDA against any claims arising out of BRANDYWINE STATION's failure to comply with such conditions, covenants, duties and obligations under the Grant Agreement and assurances contained in the Application and under the RACP. A copy of the Grant Agreement is attached as Exhibit "A" hereto and incorporated herein by reference, together with all RACP requirements, as though fully set forth herein at length. The obligations set forth in this section shall survive termination of this Agreement.

3. BRANDYWINE STATION shall cause the Project (Phase 2) to be completed. BRANDYWINE STATION shall be responsible for design of the Project (Phase 2), the preparation of bidding and contract materials and the selection of design professionals and contractors in accordance with the Grant requirements. BRANDYWINE STATION acknowledges and agrees that, *inter alia*, the Grant requirements include the requirement to comply with the Pennsylvania prevailing wage rates, competitive bidding requirements applicable to RACP projects, insurance and bonding requirements and other statutory

requirements applicable to projects utilizing public funds, and agrees to comply with all such requirements. To the extent feasible, BRANDYWINE STATION will execute and administer design and construction contracts with respect to the Project (Phase 2) on behalf of CCIDA, it being understood that in all events CCIDA shall have the right to approve or reject all work performed and applications for payment submitted by contractors with respect to the Project (Phase 2). Those items of expense incurred in constructing the Project (Phase 2) which are eligible for inclusion in the Project (Phase 2) costs under the provisions of the Grant shall be paid directly by CCIDA out of the proceeds of the Grant, subject to prior approval of such costs by BRANDYWINE STATION. CCIDA agrees to monitor the progress of the Project (Phase 2) construction, but shall rely exclusively on the reports of BRANDYWINE STATION in doing so.

4. CCIDA agrees not to enter upon the Project (Phase 2) site except for reasonable inspections by any of its employees, agents or contractors as may be required by the covenants and conditions of the Grant. BRANDYWINE STATION agrees to hold harmless the COUNTY and CCIDA against any conditions or defects, whether or not latent, in, of or on the Project (Phase 2) site. In addition, BRANDYWINE STATION confirms that it has or will, in a timely manner, obtain all approvals necessary to perform the Project (Phase 2) work and has not relied on any COUNTY or CCIDA representation as to whether the Project (Phase 2) is in conformity with any laws, rules, ordinances, statutes or regulations. BRANDYWINE STATION shall obtain all necessary approvals prior to performing the work of the Project (Phase 2); CCIDA will not submit requests for reimbursement of Project (Phase 2) costs until CCIDA is satisfied that all approvals have been obtained and requirements met.

5. It is the intention of the parties hereto that BRANDYWINE STATION shall be responsible for all costs and expenses in connection with the development of the Project (Phase 2) site during the term of this Agreement, and that any reasonable costs and expenses incurred by the COUNTY or CCIDA in connection with this Agreement, or adherence to its terms, which are not paid by Grant funds, shall be paid or reimbursed by BRANDYWINE STATION, as requested by CCIDA. Without limiting the generality of the foregoing, BRANDYWINE STATION agrees:

a. To pay all real estate taxes, water and sewer rents, and any other governmental charges assessed against the Project (Phase 2) site during the term of this Agreement, and BRANDYWINE STATION agrees not to contest any such taxes, rents or assessments by reason of the COUNTY's or CCIDA's involvement in the Project (Phase 2); and

b. To comply with all notices from governmental authorities as to improvements or alterations to be made on or about the Project (Phase 2) site during the term of this Agreement and maintain the entire Project (Phase 2) site in a safe condition in compliance with all applicable laws, ordinances and regulations affecting the Project (Phase 2) site.

c. To pay or reimburse CCIDA for all reasonable costs and fees, including professional fees (to include but not be limited to attorneys' fees), incurred in connection with CCIDA's participation in the Project (Phase 2) and not otherwise paid by Grant funds. Grant funds shall be applied directly to payment of such costs and fees which are eligible to be paid from Grant funds.

d. To pay the Chester County Economic Development Council (“CCEDC”) service fees for all services provided on behalf of CCIDA in connection with the RACP Grant Project (Phase 2) administration. To this end, the Co-Sub-Grantees acknowledge that a separate services agreement has been entered into by and between CCEDC and one or more of the Co-Sub-Grantees which provides for the payment for services performed by CCEDC in connection with the Project (Phase 2).

6. The County of Chester will reimburse the Commonwealth for any expenditure(s) of Grant funds found to be ineligible, subject to, conditioned upon and as limited by the indemnification provisions set forth in this Cooperation Agreement.

7. The Co-Sub-Grantees, jointly and severally, agree to defend, indemnify, exonerate and hold harmless CCIDA and the COUNTY against any loss or cost which CCIDA or the COUNTY may suffer, including reasonable attorneys fees, or any claim arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant or Project (Phase 2), or out of any circumstances or condition existing or event occurring on or about the Project (Phase 2) or Project (Phase 2) site during the term of this Agreement, or for any loss which CCIDA or the COUNTY may suffer due to any default of BRANDYWINE STATION or any other Co-Sub-Grantee under any agreement concerning this Project (Phase 2), excluding, however, any losses CCIDA or the COUNTY may suffer as a result of breach of this Agreement by CCIDA or the COUNTY or acts of CCIDA or the COUNTY outside the scope of this Agreement. It is understood that BRANDYWINE STATION's standard liability insurance policies shall protect, or shall be endorsed to protect, CCIDA and the COUNTY from claims of bodily injury and/or property damage arising out of any activities performed by BRANDYWINE STATION or its employees, contractors or agents relative to the Project (Phase 2) or this Agreement. BRANDYWINE STATION shall furnish to CCIDA proof of insurance as required by this Paragraph at the time of execution of this Agreement and at least one time annually during the term of this Agreement, and at other reasonable times upon request by CCIDA.

8. Any Project (Phase 2) cost which exceeds the amount of the Grant shall be the responsibility of BRANDYWINE STATION except as may be otherwise required by the Grant agreement. Grant proceeds shall be expended before BRANDYWINE STATION is required to fund the remaining costs of the Project (Phase 2), except however, that BRANDYWINE STATION shall pay any costs clearly excepted out of the Grant when due. Under no circumstances shall CCIDA or the COUNTY be liable for any expenditure or cost arising out of or in connection with the Project (Phase 2).

9. It is expressly agreed by all parties that any and all obligations of the Co-Sub-Grantees to pay fees, costs or charges and to defend, indemnify, exonerate or hold harmless CCIDA and the COUNTY for any and all claims arising out of, or related to, CCIDA's or the COUNTY's participation in the Application, Grant and Project (Phase 2) shall survive termination of this Agreement.

10. All notices provided for in this Agreement shall be in writing. Notices shall be sent by registered or certified mail. Subject to change by notice from the party to be charged with

such notice, notices to the COUNTY, CCIDA, and BRANDYWINE STATION shall be addressed as follows:

If to the COUNTY:

The County of Chester  
2 N. High Street  
Box 27468  
West Chester, Pa 19380-0991  
Attn: Thomas L. Whiteman, Solicitor

If to CCIDA:

Chester County Industrial Development Authority  
737 Constitution Drive  
Exton, Pennsylvania 19341  
Attn: Michael L. Grigalonis

If to BRANDYWINE STATION:

Brandywine Station, L.P.  
707 Eagleview Boulevard  
Exton, PA 19341  
Attn: Mike Malloy, Esq.

11. This Agreement shall inure to the benefit of and shall be binding upon the COUNTY, CCIDA and the Co-Sub-Grantees and their respective successors and assigns, provided, however, that no Co-Sub-Grantee may transfer or assign this Agreement or any of its rights, duties or obligations hereunder without the express written consent of CCIDA.

12. In the event of default by the COUNTY or CCIDA under this Agreement, BRANDYWINE STATION shall be entitled to specific performance of this Agreement. The COUNTY and CCIDA shall not be liable for any punitive or consequential damages.

13. In the event of default by BRANDYWINE STATION under this Agreement, CCIDA and the COUNTY shall be entitled to all rights and remedies under this Agreement in addition to any and all legal remedies available under statutory or common law.

14. BRANDYWINE STATION agrees to erect a sign at the Project (Phase 2) site acknowledging financial assistance from the Commonwealth of Pennsylvania, using the phraseology "This project was financed in part by a grant from the Commonwealth of Pennsylvania, Redevelopment Assistance Capital Program".



15. The COUNTY, CCIDA and each of the Co-Sub-Grantees agree to comply with the nondiscrimination terms required by the Commonwealth of Pennsylvania as a condition of the Grant and the Grant Agreement, substantially as follows:

a. Contractor (as defined by the Commonwealth of Pennsylvania) shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, handicap, ancestry, national origin, age or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, handicap, ancestry, national origin, age or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demolition or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

b. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.

c. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by contractor.

d. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

e. Where the practices of a union or of any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

f. Contractor shall comply with all state and federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

g. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by the contracting agency for purposes of

investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

h. Contractor shall actively recruit minority subcontractors and women subcontractors or subcontractors with minority or women representation among their employees.

i. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each subcontractor.

j. Contractor's obligations under this clause are limited Contractor's facilities within Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

16. Each party agrees to conform to and abide by all applicable laws, rules, regulations and codes, including, but without limitation of the generality of the foregoing, the Pennsylvania Prevailing Wage Act, the Steel Products Procurement Act, the State Contractor Responsibility Program, the Americans with Disabilities Act, Illegal Alien Labor on Assisted Projects Act and all applicable anti-pollution laws.

17. The parties acknowledge that the payment of the Grant under this Agreement and the Grant Agreement is subject to the effect of any federal or state deficit reduction legislation and generally upon the availability of funds awarded by the Grant or this Agreement. CCIDA and the COUNTY shall have no liability under this Agreement or responsibility to perform any of their duties or obligations under this Agreement in the event the Grant is not funded.

18. BRANDYWINE STATION shall maintain at each of its principal places of business complete and accurate records and accounts including documents, correspondence and other records pertaining to costs and expenses of this Agreement and reflecting all matters and activities covered by this Agreement. At any time during normal business hours and as often as CCIDA deems necessary, BRANDYWINE STATION shall make available for inspection by CCIDA or its duly authorized representative all of its records with respect to all matters covered by this Agreement and permit the CCIDA to audit, examine and make copies of such records. All required records shall be maintained by BRANDYWINE STATION for a period of three (3) years from the dates of final audit or close out of this Agreement by CCIDA, except in those cases where unresolved audit requests may require maintaining some or all records for a longer period. In such event, records shall be maintained until all pending matters are resolved.

19. BRANDYWINE STATION shall furnish CCIDA with progress reports relating directly to the Grant in such form and quantity as CCIDA may from time to time require, including, but not limited to, status reports of the Project (Phase 2), Project (Phase 2) account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow up reports and any and all other information relative to the Agreement as may be requested. CCIDA or its representative shall have the right to make reasonable inspections to monitor BRANDYWINE STATION's performance under this Agreement.

20. A final audit of the entire Project (“Project Audit”) is required within 120 days after the termination of the Project activities, but no later than 120 days after the termination of the Grant Agreement. This audit is the responsibility of the Commonwealth and will be performed by a State auditor. CCIDA reserves the right for state agencies or their authorized representatives to perform additional audits of a financial or performance nature if deemed necessary. Any such additional audit work will rely on work already performed by the Commonwealth’s auditor and the costs for any additional work performed by state or federal agencies will be borne by those agencies at no additional expense to BRANDYWINE STATION.

21. The COUNTY, CCIDA and all Co-Sub-Grantees warrant that they have the right and authority to enter into this Agreement, to make the covenants herein, and to perform the duties set out above.

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

**COUNTY OF CHESTER**

BY: \_\_\_\_\_  
Michelle H. Kichline, Chair  
Chester County Commissioner

\_\_\_\_\_  
Kathi Cozzone, Vice Chair  
Chester County Commissioner

\_\_\_\_\_  
Terence Farrell  
Chester County Commissioner

WITNESS/ATTEST: \_\_\_\_\_  
Robert J. Kagel  
Acting Chief Clerk

**CHESTER COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY (CCIDA)**

BY: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

WITNESS/ATTEST: \_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

**BRANDYWINE STATION, LP, a Pennsylvania limited partnership, by its general partner,  
Brandywine Station GP, Inc.**

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
(Name) (Name)  
\_\_\_\_\_  
(Title) (Title)

**BRANDYWINE STATION, GP, INC.**

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
(Name) (Name)  
\_\_\_\_\_  
(Title) (Title)

**HANKIN VENTURES, LLC**

BY: \_\_\_\_\_ WITNESS: \_\_\_\_\_  
(Name) (Name)  
\_\_\_\_\_  
(Title) (Title)

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Aging Services</u></b>				
Vendor: Mapes, Ph.D., Bruce E. Contract ID: 0018448	Contract	10,000.00	07-01-2018 06-30-2021	This contract renews Psychological Consultant Services to complete psychological evaluations of department consumers. CO: 0%      ST: 100%      FED: 0%
Vendor: Holcomb Associates, Inc. Contract ID: 0018450	Contract	10,000.00	07-01-2018 06-30-2021	This contract renews Psychological and Psychiatric Consultant Services to complete evaluations of department consumers. CO: 0%      ST: 100%      FED: 0%
Vendor: McCabe, Ellen W. Contract ID: 0018555	Contract	180,000.00	07-01-2018 06-30-2021	This contract renews Consultation Services for coordination of the APPRISE Program (State Health Insurance Assistance). This program provides Medicare counseling at a rate of \$30.00 per hour, not to exceed \$60,000.00 annually. This contract is a result of the Request for Proposal #1806-02. CO: 0%      ST: 100%      FED: 0%
Vendor: Myers, Barbara, R.D. Contract ID: 0018556	Contract	60,000.00	07-01-2018 06-30-2021	This contract renews Registered Dietitian Services to oversee the quality and nutritional adequacy of congregate meals and home delivered meals provided to individuals age sixty (60) years and older. The rate is \$50.00 per hour plus approved expenses and a maximum contract amount not to exceed \$20,000.00 per year. This contract is a result of the Request for Proposal #1806-01. CO: 0%      ST: 100%      FED: 0%
<b><u>Chester County Library</u></b>				
Vendor: PF4U, LLC Contract ID: 0018584	Contract	0.00	10-01-2018 09-30-2020	This Lease Agreement is for a Fitness Training Provider to rent the tenant space at Hankin Library located at 223 Windgate Drive, Chester Springs, PA. This is a revenue contract for a total amount of \$69,720.00. CO: 0%      ST: 0%      FED: 0%
<b><u>Children Youth and Families</u></b>				
Vendor: CASA Youth Advocates, Inc. Contract ID: 0017361	Amendment	60,000.00	07-01-2018 06-30-2020	Amendment #1: This amendment for Child Advocacy Services updates the Work Statement (Appendix A), extends the contract term for an additional two (2) year period and provides additional funding not to exceed \$30,000 annually. CO: 20%      ST: 75%      FED: 5%
Vendor: Commonwealth Clinical Group, Inc. Contract ID: 0017363	Amendment	0.00	07-01-2018 06-30-2020	Amendment #1: This amendment for Group Outpatient Therapeutic Services extends the contract term for an additional two (2) year period and replaces the existing Work Statement (Appendix A) and Payment Schedule (Appendix C). CO: 20%      ST: 75%      FED: 5%

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Children Youth and Families</u></b>				
Vendor: Avanco International, Inc. Contract ID: 0018561	Contract	135,566.93	07-01-2018 06-30-2019	This contract renews Application Services and Systems Related Support Services for the Child Accounting and Profile System (CAPS). CO: 35%            ST: 51%            FED: 14%
Vendor: Preventative Aftercare, Inc. Contract ID: 0018562	Contract	0.00	07-01-2018 06-30-2019	This contract renews In-Home Services Preventative Aftercare Programs.. CO: 20%            ST: 75%            FED: 5%
<b><u>Community Development</u></b>				
Vendor: Family Service of Chester County Contract ID: 0017729	Amendment	35,000.00	04-01-2018 06-30-2018	Amendment #2: This amendment provides additional funding for the Connect Points Call-in Center to receive and process calls for individuals and families in need of emergency housing. The cost associated with this amendment is funded by the Department of Housing and Urban Development Program, the Community Development Block Grant and the Community Services Block Grant. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 0%            FED: 100%
Vendor: WC Atkinson Memorial Community Contract ID: 0018065	Amendment	60,000.00	07-24-2017 12-31-2019	Amendment #1: This amendment provides additional funding for Case Management Services to support individuals with housing needs in an emergency shelter setting and extends the contract term for an additional seventeen (17) month period. The cost associated with this amendment is funded by the Pennsylvania Housing Affordability and Rehabilitation Enhancement (PHARE) program. This supports Strategic Business Plan Homeless Shelter activity. CO: 0%            ST: 100%            FED: 0%
Vendor: Open Hearth, Inc. Contract ID: 0018322	Amendment	88,451.00	04-01-2018 03-31-2019	Amendment #1: This amendment provides additional funding for Permanent Supportive Housing to homeless disabled individuals and families experiencing homelessness. The cost associated with this amendment is funded by the U.S. Department of Housing and Urban Development Continuum of Care Program. This supports Strategic Business Plan Housing and Community Support Services activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Open Hearth, Inc. Contract ID: 0018583	Contract	72,000.00	07-01-2018 06-30-2019	This contract provides funding for mobile Workforce Navigator Services to assist job seekers in areas that are not accessible to the Pennsylvania Career Link. The cost associated with this contract is funded by the Workforce Innovation Opportunity Act (WIOA) Dislocated Worker and Adult Program. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Community Development</u></b> Vendor: PathStone Corporation Contract ID: 0018484	Amendment	0.00	04-01-2018 09-30-2018	Amendment #1: This amendment extends the contract term for an additional three (3) month period for Plan Year 2017-2018 Workforce Innovation and Opportunity Act Dislocated Worker State and Local Internship Program (SLIP). The cost associated with this amendment is funded by the Workforce Innovation Opportunity Act Dislocated Worker Formula Grants. This supports Strategic Business Plan Youth Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: PathStone Corporation Contract ID: 0018571	Contract	100,000.00	07-01-2018 06-30-2019	This contract provides funding for workforce development and other related services to be provided to the Employment Advancement and Retention Network Program (EARN). The cost associated with this contract is funded by the Pennsylvania Department of Human Services. This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: PathStone Corporation Contract ID: 0018577	Contract	22,314.00	07-01-2018 06-30-2019	This contract provides funding for One Stop Operator Services for Program Year 2018-2019 for supervision of PA CareerLink - Chester County personnel. The cost associated with this contract is provided by the Pennsylvania Department of Labor and Industry Workforce Innovation Opportunity Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: PathStone Corporation Contract ID: 0018579	Contract	285,000.00	07-01-2018 06-30-2019	This contract provides funding for workforce development and academic enrichment activities for youth ages 16-24 years in need of job development and placement for the Program Year 2018-2019. The cost associated with this contract is funded by the Department of Labor and Industry Workforce Innovation Opportunities Act (WIOA) Title 1 Youth Program. This supports Strategic Business Plan Youth Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Life Transforming Ministries Contract ID: 0018578	Contract	45,000.00	07-01-2018 06-30-2019	This contract provides funding for the Work 1st Re-Entry Program. The cost associated with this contract is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation and Opportunity Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Community Development</u></b>				
Vendor: Chester County OIC, Inc. Contract ID: 0018580	Contract	30,000.00	07-01-2018 06-30-2019	This contract provides funding for administration of General Educational Development (GED) Testing at the Pennsylvania CareerLink Chester County location. The cost associated with this contract is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation Opportunity Act (WIOA). This supports Strategic Business Plan Youth and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Chester County Economic Dev. Foundation Contract ID: 0018581	Contract	135,000.00	07-01-2018 06-30-2019	This contract provides funding for Employer Engagement and Outreach Services through the Hire One Program. The cost associated with this contract is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation Opportunity Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
Vendor: Chester County Economic Dev. Foundation Contract ID: 0018582	Contract	150,000.00	07-01-2018 06-30-2019	This contract provides funding for Business Education Partnership (BEP) and Science, Technology, Engineering and Math (STEM) workforce development and career enrichment activities. The cost associated with this contract is funded by the Pennsylvania Department of Labor and Industry Workforce Innovation Opportunity Act (WIOA). This supports Strategic Business Plan Career and Workforce Development activity. CO: 0%            ST: 0%            FED: 100%
<b><u>Drug and Alcohol Services</u></b>				
Vendor: Gaudenzia, Inc. Contract ID: 0018569	Contract	1,560,000.00	07-01-2018 06-30-2020	This contract renews Outpatient, Intensive Outpatient, Case Management Screening/Assessments and Intervention Services. Other Funding: DUI/Act 198 = 3%. CO: 3%            ST: 41%            FED: 53%
Vendor: Chester County Intermediate Unit Contract ID: 0018576	Contract	10,000.00	07-01-2018 06-30-2020	This contract renews Adolescent Intensive Outpatient, Partial Hospitalization and Case Management Screening/Assessment Services. CO: 4%            ST: 32%            FED: 64%
<b><u>Emergency Services</u></b>				
Vendor: Village Medical Center Associates Contract ID: 0001158	Amendment	0.00	06-01-2018 OPEN ENDED	Amendment #9: OSHA 29 CFR 1910.120 requires members of the Hazardous Materials Response Team (HMRT) to undergo routine medical surveillance to ensure they are safe to perform their job functions and monitor long term effects of exposure to hazardous material substances resulting from performance of their job. This amendment provides for updated tests and pricing as outlined in Attachment A. CO: 75%            ST: 25%            FED: 0%



**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Emergency Services</u></b>				
Vendor: Sunoco Pipeline, L.P. Contract ID: 0010722	Amendment	131,242.00	01-01-2019 12-31-2023	Amendment #3: This amendment provides for a 3% annual escalation in rent for the Valley Forge Tower Site for use in the public safety radio system. CO: 0%            ST: 0%            FED: 0%
Vendor: University of Delaware Contract ID: 0013049	Amendment	91,591.00	01-01-2019 12-31-2023	Amendment #2: This amendment extends the contract term for an additional five (5) year period for the operation and maintenance of eight (8) environmental observing platforms and updates annual costs. CO: 100%            ST: 0%            FED: 0%
<b><u>Facilities Management</u></b>				
Vendor: Martin, Mark R. Contract ID: 0018568	Contract	0.00	03-01-2018 02-28-2023	This contract is for the lease of 19.67 acres of farmland in Hibernia County Park in Coatesville at a rate of \$500.00 per year. This contract is the result of the Request for Quotation #RPD18-06. This is a revenue producing contract. CO: 0%            ST: 0%            FED: 0%
Vendor: Boheler-Gasparo LLC Contract ID: 0018585	Contract	0.00	08-31-2018 OPEN ENDED	This Trail Construction and Operation Agreement provides for Schuylkill River Trail development on Parcel 18-1-1 in East Coventry Township. CO: 100%            ST: 0%            FED: 0%
Vendor: Boheler-Gasparo LLC Contract ID: 0018586	Contract	101,014.18	08-31-2018 OPEN ENDED	This Easement Agreement for Schuylkill River Trail allows for trail development across Parcel #18-1-1 and acquisition of 2.5 acres in East Coventry Township. CO: 100%            ST: 0%            FED: 0%
Vendor: Swedesford 66 LLC Contract ID: 0018588	Contract	0.00	09-13-2018 OPEN ENDED	This Temporary Easement Agreement allows for construction of a sanitary sewer connection on Chester Valley Trail Parcel 42-3-129E in East Whiteland Township. CO: 0%            ST: 0%            FED: 0%
<b><u>Human Services</u></b>				
Vendor: Chester County Food Bank Contract ID: 0018566	Contract	700,000.00	07-01-2018 06-30-2020	This contract provides funding for the purchase, management and distribution of food under the Emergency Food Assistance Program and State Food Purchase Program. CO: 0%            ST: 95%            FED: 5%
<b><u>MH/IDD</u></b>				
Vendor: Devereux Foundation Contract ID: 0018540	Contract	0.00	07-01-2018 06-30-2019	This contract renews Residential and Home and Community Habilitation Services to individuals with intellectual disabilities. CO: 41%            ST: 7%            FED: 52%

**County of Chester**  
**COMMISSIONERS' CONTRACT AGENDA**  
**DATE: 13-SEP-2018**

<u>Location</u>	<u>Type</u>	<u>Amount \$</u>	<u>Term</u>	<u>Description/Funding Percentage</u>
<b><u>Managed Behavioral Healthcare</u></b>				
Vendor: Barsz Gowie Amon & Fultz LLC Contract ID: 0018120	Amendment	69,000.00	07-01-2018 09-30-2019	Amendment #1: This amendment provides additional funding and extends the contract term for an additional one (1) year period for Auditing Services for the HealthChoices Program and Consulting Services for the Community, Youth and Women's Alliance (CYWA) on behalf of the Department of Human Services. CO: 0%            ST: 100%            FED: 0%
Vendor: Community Care Behavioral Health Org Contract ID: 0018539	Contract	46,920.00	03-01-2018 12-30-2019	This contract provides funding for the Pennsylvania Department of Human Service's required training for the American Society of Addiction Medicine Criteria. CO: 0%            ST: 100%            FED: 0%
<b><u>Planning Commission</u></b>				
Vendor: East Bradford Township Contract ID: 0018567	Contract	12,000.00	07-01-2018 12-31-2019	This contract provides funding for the Vision Partnership Grant Program; Municipal Grant Manual - East Bradford Township Plum Run Corridor Study. The total project cost is \$20,000.00. County funding is \$12,000.00 (60%). Other funding: Municipality \$8,000.00 (40%). CO: 60%            ST: 0%            FED: 0%
<b><u>Water Resources</u></b>				
Vendor: USGS Contract ID: 0018587	Contract	272,755.00	10-01-2018 09-30-2019	This contract is the Fiscal Year 2018 Agreement for the Water Resources Monitoring and Investigation Cooperative Program between Chester County Water Resources Authority, Chester County and the United States Geological Survey. The total contract cost is \$502,031.00. County funding is \$272,755.00 (54%), USGS \$185,514.00 (37%). Other funding: Local Partners \$43,762.00 (9%). CO: 54%            ST: 0%            FED: 37%

Number of Contracts:            **36**

**AGENDA ITEMS - GRANTS**  
**September 13, 2018**

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<b><u>Adult Probation, Parole, and Pretrial Services</u></b>			
Pennsylvania Commission on Crime and Delinquency Contract / Award - Amendment 001-221000-332225-13100100-2210002-FY2018	\$937,314	07/01/2018 06/30/2020	Intermediate Punishment Treatment Programs (State Intermediate Punishment / Drug & Alcohol Restrictive Intermediate Punishment) No New Positions - No County Match State Funding = \$937,314
<b><u>Children Youth and Families</u></b>			
PA Department of Human Services 145-450045-3xxxxx-55100901-4517002-FY18-19 145-450045-33xxxx-70200000-4515001-FY18-19 145-450045-3xxxxx-763xxxxx-4515001-FY18-19	\$23,921,545	07/01/2019 06/30/2020	Dept. of Children, Youth and Families Needs Based Plan and Budget No New Positions Federal Funding = \$3,971,288 State Funding = \$19,122,128 Program Income = \$828,129
<b><u>Community Development</u></b>			
U.S. Dept. of Housing & Urban Development Contract / Award - Amendment 116-490000-331200-4130000X-4900001-FY-2017	\$116,950 <i>Increase</i>	Dates vary	FY2017 Continuum of Care Program No New Positions - No County Match Federal Funding = \$1,520,666
PA Department of Labor & Industry Contract / Award - New 116-490000-331212-46310000-4900006-FY2018	\$643,461.18	04/01/2018 06/30/2021	Dept. of Labor & Industry - PY2018 WIOA Youth No New Positions - No County Match Federal Funding = \$643,461.18
PA Department of Labor & Industry Contract / Award - Amendment 116-490000-332212-48400006-4900005-FY2017	\$246,000	07/01/2017 06/30/2019	PY 17 Reemployment - Strategic Initiatives Grant No New Positions - No County Match State Funding = \$246,000
PA Department of Labor & Industry Contract / Award - Amendment 116-490000-331212-48400007-4900006-FY2017	\$56,100	10/01/2017 06/30/2020	PY 17 State/ Local Internship Program (SLIP) Grant No New Positions - No County Match Federal Funding = \$56,100
PA Department of Labor & Industry Contract / Award - Amendment 116-490000-331212-47500003-4900005-FY2017	\$150,000	07/01/2017 06/30/2020	PY 17 Business Education Partnership (BEP) Grant No New Positions - No County Match Federal Funding = \$150,000

**AGENDA ITEMS - GRANTS**  
**September 13, 2018**

DEPARTMENT / FUND	AWARD	TERM	DESCRIPTION
<b><u>Community Development</u></b>			
U.S. Department of Housing & Urban Development Application - New	\$1,626,384	01/01/2019 12/31/2019	FY 18 Continuum of Care Program Competition No New Positions - No County Match Federal Funding = \$1,626,834 Resolution # 36-18
<b><u>District Attorney</u></b>			
PA Commission on Crime and Delinquency Application - Renewal 001-129000-332281-12600250-1290002-FY2018	\$47,000	01/01/2019 12/31/2019	Child Advocacy Center Assistant - Year 3 No New Positions - No County Match State Funding = \$47,000

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018Hires and Rehires

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1. Employee : Anderson, Jakob T  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
2. Employee : Boyle, James A  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
3. Employee : Brown, Deborah L B  
Department : 065000 - Public Defender  
Job : 603510 - Attorney  
Salary Grade :  
Compensation : \$ 25.00(H)  
Effective Date : 09/17/2018
4. Employee : Burgos-Lebron, Alexa S  
Department : 451145 - Children, Youth and Families  
Job : 048560 - County Caseworker II  
Salary Grade : T04  
Compensation : \$ 35,757.54(A)  
Effective Date : 08/27/2018
5. Employee : Cackowski, Emily A  
Department : 589000 - Libraries P/T  
Job : 805100 - Library Assistant  
Salary Grade :  
Compensation : \$ 10.00(H)  
Effective Date : 09/17/2018
6. Employee : Cannon, Kayla M  
Department : 589000 - Libraries P/T  
Job : 805010 - Library Page  
Salary Grade :  
Compensation : \$ 8.50(H)  
Effective Date : 09/17/2018
7. Employee : Casenta, Judith I  
Department : 467100 - Pocopson Housekeeping  
Job : 041710 - Housekeeper  
Salary Grade : N27  
Compensation : \$ 21,245.25(A)  
Effective Date : 09/24/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018Hires and Rehires

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8. Employee : Chavez, Antonio C  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
9. Employee : Crumlish Jr, Thomas S  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
10. Employee : DiMaio, Roxanne M  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Salary Grade : N01  
Compensation : \$ 26,578.50(A)  
Effective Date : 09/24/2018
11. Employee : Diaz, Damaris  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Salary Grade : N01  
Compensation : \$ 26,578.50(A)  
Effective Date : 08/27/2018
12. Employee : Dornisch, Jennifer L  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048461 - ID Support Coordinator  
Salary Grade : T04  
Compensation : \$ 34,054.80(A)  
Effective Date : 09/04/2018
13. Employee : Drushler, Catherine A  
Department : 478210 - Nursing  
Job : 604300 - Nutritionist  
Salary Grade :  
Compensation : \$ 19.03(H)  
Effective Date : 09/17/2018
14. Employee : Espinar, Jose E  
Department : 451145 - Children, Youth and Families  
Job : 048563 - Casework Specialist  
Salary Grade : T06  
Compensation : \$ 40,085.96(A)  
Effective Date : 09/17/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018Hires and Rehires

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15. Employee : Flynn, Bernard J  
Department : 131000 - Prothonotary  
Job : 803760 - Court Clerk  
Salary Grade :  
Compensation : \$ 11.00(H)  
Effective Date : 09/24/2018
16. Employee : Gamble, Joel  
Department : 075400 - Facilities Mgt-Justice Center  
Job : 040092 - Assistant WC Superintendent  
Salary Grade : N10  
Compensation : \$ 68,000.00(A)  
Effective Date : 10/08/2018
17. Employee : Gannon, Christopher P  
Department : 065000 - Public Defender  
Job : 030423 - Attorney I  
Salary Grade : L01  
Compensation : \$ 47,796.32(A)  
Effective Date : 09/17/2018
18. Employee : Gaytan DeVargas, Lucia  
Department : 467100 - Pocopson Housekeeping  
Job : 041711 - Housekeeper  
Salary Grade : N27  
Compensation : \$ 21,245.25(A)  
Effective Date : 09/24/2018
19. Employee : Hazinsky, Jacquelyn  
Department : 451145 - Children, Youth and Families  
Job : 048560 - County Caseworker II  
Salary Grade : T04  
Compensation : \$ 34,054.80(A)  
Effective Date : 09/17/2018
20. Employee : Jones, Emily C  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048460 - EI Service Coordinator  
Salary Grade : T04  
Compensation : \$ 34,054.80(A)  
Effective Date : 09/17/2018
21. Employee : Korzec, Joseph D  
Department : 589000 - Libraries P/T  
Job : 801060 - General Clerk  
Salary Grade :  
Compensation : \$ 15.00(H)  
Effective Date : 09/17/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018Hires and Rehires

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22. Employee : Larison-Wallace, Erica J  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
23. Employee : Laskowsky Jr, Joseph J  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
24. Employee : Lemus Zavala, Estefania G  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
25. Employee : Mohammed, Simone S  
Department : 461210 - Pocopson Nursing Care  
Job : 351420 - Nurse Aide  
Salary Grade :  
Compensation : \$ 13.63(H)  
Effective Date : 09/24/2018
26. Employee : Nadachowski, Ryan R  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
27. Employee : Neiman, Jason L  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
28. Employee : Parrish, Maggie  
Department : 135000 - Domestic Relations  
Job : 801060 - General Clerk  
Salary Grade :  
Compensation : \$ 14.00(H)  
Effective Date : 08/21/2018



COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018Hires and Rehires

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29. Employee : Pennington, MacKenzie R  
Department : 090100 - Dept of Computing Info Service  
Job : 801060 - General Clerk  
Salary Grade :  
Compensation : \$ 10.00(H)  
Effective Date : 09/17/2018
30. Employee : Proko, Nicholas G  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
31. Employee : Ramlal, Ashlekha P  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048461 - ID Support Coordinator  
Salary Grade : T04  
Compensation : \$ 34,054.80(A)  
Effective Date : 09/04/2018
32. Employee : Randisi, Teras L  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048461 - ID Support Coordinator  
Salary Grade : T04  
Compensation : \$ 34,054.80(A)  
Effective Date : 09/17/2018
33. Employee : Ross, John  
Department : 030000 - Voter Services  
Job : 801060 - General Clerk  
Salary Grade :  
Compensation : \$ 11.29(H)  
Effective Date : 09/17/2018
34. Employee : Sanchez, Vanessa A  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048461 - ID Support Coordinator  
Salary Grade : T04  
Compensation : \$ 35,757.54(A)  
Effective Date : 09/17/2018
35. Employee : Smith, Sherry N  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Salary Grade : N01  
Compensation : \$ 26,578.50(A)  
Effective Date : 09/24/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

Hires and Rehires

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- 36. Employee : White, Earl R  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018
  
- 37. Employee : Young, Andrew J  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Salary Grade : CO1  
Compensation : \$ 40,152.32(A)  
Effective Date : 09/17/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

Transfers

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38. Employee : Arnold, Kelly E

Proposed

Current

Department	:	462100	-	Pocopson Resident Activities	462100
Job	:	041649	-	Activity Aide	351649
Salary Grade	:	N01			
Compensation	:	\$ 26,578.50(A)			\$ 13.76(H)
Effective Date	:	09/15/2018			03/31/2018

39. Employee : Mendenhall, Sharon

Proposed

Current

Department	:	126000	-	Clerk of Courts	126000
Job	:	040780	-	SSS IV	801060
Salary Grade	:	N03			
Compensation	:	\$ 30,083.00(A)			\$ 11.41(H)
Effective Date	:	09/29/2018			09/29/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

Promotions

40.	Employee	: Boettlin, Scott C	
		<u>Proposed</u>	<u>Current</u>
	Department	: 210000 - Chester County Prison	210000
	Job	: 023330 - Correctional Officer V	040110
	Salary Grade	: C06	C04
	Compensation	: \$ 66,575.85(A)	\$ 63,405.57(A)
	Effective Date	: 09/15/2018	03/31/2018
41.	Employee	: Cocco, Vincent Robert	
		<u>Proposed</u>	<u>Current</u>
	Department	: 129000 - District Attorney	129000
	Job	: 030081 - Attorney II	030423
	Salary Grade	: L02	L01
	Compensation	: \$ 57,757.44(A)	\$ 49,714.11(A)
	Effective Date	: 09/29/2018	03/31/2018
42.	Employee	: Kerr, Krista	
		<u>Proposed</u>	<u>Current</u>
	Department	: 129000 - District Attorney	126000
	Job	: 020870 - Clerical Supervisor II	040780
	Salary Grade	: E02	N03
	Compensation	: \$ 39,310.18(A)	\$ 31,930.00(A)
	Effective Date	: 09/15/2018	03/31/2018
43.	Employee	: McIntyre, Martin Christopher	
		<u>Proposed</u>	<u>Current</u>
	Department	: 222000 - Juvenile Probation	222000
	Job	: 048540 - Probation Officer II	048780
	Salary Grade	: U06	U04
	Compensation	: \$ 41,584.00(A)	\$ 40,373.00(A)
	Effective Date	: 09/15/2018	03/06/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

Promotions

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44. Employee	: Miller Jr, Ocie H J		
		<u>Proposed</u>	<u>Current</u>
Department	: 210000 - Chester County Prison		210000
Job	: 020450 - Dir Security Ops		023330
Salary Grade	: C07		C06
Compensation	: \$ 80,765.26(A)		\$ 76,919.29(A)
Effective Date	: 09/15/2018		03/31/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018End of Employment

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45. Employee : Adams Jr,Edward L  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 09/04/2018
46. Employee : Bender III,Robert J  
Department : 453205 - Chester County Youth Center  
Job : 806210 - Youth Center Officer  
Effective Date : 09/01/2018
47. Employee : Benson,Sharde S  
Department : 222000 - Juvenile Probation  
Job : 048780 - Probation Officer I - JP  
Effective Date : 09/01/2018
48. Employee : Betz,Dani Ella  
Department : 085200 - Water Resources Authority  
Job : 030100 - Water Resources Scientist  
Effective Date : 09/26/2018
49. Employee : Boyer,David T  
Department : 468100 - Pocopson Laundry  
Job : 041760 - Laundry Worker  
Effective Date : 09/12/2018
50. Employee : Brown,Nataya Q  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 08/09/2018
51. Employee : Camperson,Matthew J  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 08/30/2018
52. Employee : Cannon,Tawanna L  
Department : 461212 - Pocopson Casual P/T Pool  
Job : 351650 - Resident Services Technician  
Effective Date : 09/01/2018
53. Employee : Cassidy,Michael J  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 08/20/2018
54. Employee : Cauley,Clay N  
Department : 120000 - Court Administration  
Job : 020085 - Master  
Effective Date : 09/15/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018End of Employment

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55. Employee : Collins,Ryan T  
Department : 251310 - ES Law Enforcement  
Job : 240202 - E S Instructor  
Effective Date : 08/20/2018
56. Employee : Cotto Anderson,Briana M  
Department : 461210 - Pocopson Nursing Care  
Job : 041646 - Resident Services Technician  
Effective Date : 08/14/2018
57. Employee : Diaz,Damaris  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 08/27/2018
58. Employee : Donnelly,Mary Ann  
Department : 131000 - Prothonotary  
Job : 801060 - General Clerk  
Effective Date : 09/04/2018
59. Employee : Felldin,Brandon M  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 09/18/2018
60. Employee : Finkbiner,Lori Ann  
Department : 222000 - Juvenile Probation  
Job : 048250 - Probation Officer Spclst  
Effective Date : 08/30/2018
61. Employee : Greer,Tatiana J  
Department : 453205 - Chester County Youth Center  
Job : 806210 - Youth Center Officer  
Effective Date : 09/06/2018
62. Employee : Griffin,Sarah C  
Department : 453205 - Chester County Youth Center  
Job : 806210 - Youth Center Officer  
Effective Date : 09/08/2018
63. Employee : Guzman Silva,Julio C  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 09/17/2018
64. Employee : Hamilton,Kevin  
Department : 466100 - Pocopson Operations & Maint  
Job : 040574 - Maintenance Technician I  
Effective Date : 08/30/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018End of Employment

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65. Employee : Harris, Tuesday D  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 09/04/2018
66. Employee : Helmke, Martin F  
Department : 251400 - Emerg Svcs - HAZMAT Admin  
Job : 241345 - Hazmat Responder  
Effective Date : 08/16/2018
67. Employee : Howe, Kelsey  
Department : 588500 - Parks Springton Manor  
Job : 808500 - Maintenance Worker  
Effective Date : 08/15/2018
68. Employee : Jankowski, Daniel  
Department : 090100 - Dept of Computing Info Service  
Job : 801060 - General Clerk  
Effective Date : 08/17/2018
69. Employee : Jefferson, Robert  
Department : 129000 - District Attorney  
Job : 030081 - Attorney II  
Effective Date : 09/22/2018
70. Employee : Kelly, Charlotte  
Department : 478210 - Nursing  
Job : 030580 - Public Health Nurse  
Effective Date : 10/02/2018
71. Employee : King, Sofia M  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 08/25/2018
72. Employee : Kraft, Alexander M  
Department : 453205 - Chester County Youth Center  
Job : 806210 - Youth Center Officer  
Effective Date : 08/27/2018
73. Employee : Kuchinsky, Caroline M  
Department : 222000 - Juvenile Probation  
Job : 048780 - Probation Officer I - JP  
Effective Date : 09/21/2018
74. Employee : Lance, Ann J  
Department : 451141 - Mental Hlth/Intel & Dev Disabl  
Job : 048461 - ID Support Coordinator  
Effective Date : 08/14/2018



COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018End of Employment

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75. Employee : McSweeney, Shannon M  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 09/07/2018
76. Employee : Myers, Marie E  
Department : 451145 - Children, Youth and Families  
Job : 048560 - County Caseworker II  
Effective Date : 08/10/2018
77. Employee : Niggel, Nancy A  
Department : 589100 - Chester County Library  
Job : 030350 - Librarian II  
Effective Date : 09/22/2018
78. Employee : Pettey, Ashley T  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 09/08/2018
79. Employee : Roberts, Lashay Bianca  
Department : 453205 - Chester County Youth Center  
Job : 806210 - Youth Center Officer  
Effective Date : 09/09/2018
80. Employee : Rodriguez, Stephanie  
Department : 221000 - Adult Probation  
Job : 048251 - Probation Officer Specialist  
Effective Date : 09/08/2018
81. Employee : Rogiani, Felicia  
Department : 251200 - Public Safety Communications  
Job : 040730 - Telecommunicator I  
Effective Date : 09/10/2018
82. Employee : Ruiz-Santiago, Jorge L  
Department : 465100 - Pocopson Food & Dietary  
Job : 041671 - Dietary Aide  
Effective Date : 08/20/2018
83. Employee : Serrano, Jennifer  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 08/31/2018
84. Employee : Sharpe, Tina M  
Department : 465100 - Pocopson Food & Dietary  
Job : 041671 - Dietary Aide  
Effective Date : 08/16/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018End of Employment

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85. Employee : Sharper,Jasmine D  
Department : 451143 - Office of Aging Services  
Job : 048567 - Protective Service Care Managr  
Effective Date : 09/08/2018
86. Employee : Shiflet,Sharon E  
Department : 131000 - Prothonotary  
Job : 803760 - Court Clerk  
Effective Date : 08/18/2018
87. Employee : Siegele,Hannah M  
Department : 589000 - Libraries P/T  
Job : 805100 - Library Assistant  
Effective Date : 09/28/2018
88. Employee : Starkey,Victoria M  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 08/17/2018
89. Employee : Steinhofner,Timothy M  
Department : 603000 - Chester Cty Conservation Dist  
Job : 030447 - Conservation Program Represntv  
Effective Date : 09/08/2018
90. Employee : Vega,Marilyn D  
Department : 461210 - Pocopson Nursing Care  
Job : 040262 - LPN  
Effective Date : 08/16/2018
91. Employee : Villicana,Lizbeth  
Department : 461212 - Pocopson Casual P/T Pool  
Job : 351650 - Resident Services Technician  
Effective Date : 08/30/2018
92. Employee : Walker,Laura A  
Department : 065000 - Public Defender  
Job : 030081 - Attorney II  
Effective Date : 08/18/2018
93. Employee : Walker,Michael B  
Department : 210000 - Chester County Prison  
Job : 040920 - Correctional Officer I  
Effective Date : 09/05/2018
94. Employee : Westmoreland,Stephanie L  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 09/06/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

End of Employment

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- 95. Employee : Williams,Janyae F  
Department : 461210 - Pocopson Nursing Care  
Job : 041420 - Nurse Aide  
Effective Date : 09/06/2018
  
- 96. Employee : Wischuck,Charles R  
Department : 075500 - Facilities Mgt - 313 W Market  
Job : 020650 - Environmental/SecuritySvcsSupv  
Effective Date : 09/08/2018
  
- 97. Employee : Ziegler,David L  
Department : 251200 - Public Safety Communications  
Job : 040200 - Telecommunicator III  
Effective Date : 09/12/2018

COUNTY OF CHESTER  
Board of Commissioners Human Resources Agenda  
Meeting Date - 09/13/2018

Retirements

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- 98. Employee : Connor, Terence J  
Department : 090100 - Dept of Computing Info Service  
Job : 020393 - Systems Analyst Lead  
Effective Date : 09/29/2018
  
- 99. Employee : Linton, Doris S  
Department : 589000 - Libraries P/T  
Job : 805100 - Library Assistant  
Effective Date : 08/30/2018

**COUNTY OF CHESTER**  
**Finance Agenda**  
**Commissioners' Meeting, September 13, 2018**

1. Budget Change 15-18
2. Transition Services Agreement
3. Vouchers as submitted by the Controller

Amendment Budget Changes  
BC - 15  
September 13, 2018

Date	Department Name	Fund	Org	Acct	Proj.	Activity	Bud Ref	Amount	Account Description	Justification Loaded in PS	Change to Budget
15-Aug-2018	Detectives	001	129000	439300	12600250	1290002	FY2018	3,552.00	Training and Staff Dev	To meet current funding requirements	Net Change +5,306
	Detectives	001	129000	421000	12600250	1290002	FY2018	358.00	Office Supplies		
	Detectives	001	129000	332281	12600250	1290002	FY2018	5,306.00	State-Executive offices		
To adjust Detective budget to meet current funding requirements in the Child Advocacy Center grant.											
Sept.13,2018	Emergency Services	001	251300	420000	96000114	2510003		26,687.00	Materials and Services	PEMA Direct Procurement Expense - Generator	Net Change +26,687
	Emergency Services	001	251300	331231	96000114	2510003		26,687.00	Federal-Penn Emerg Mgmt. Agency		
To Adjust Emergency Services Budget as part of the Southeastern Regional Task Force for generator at the Coatesville Senior Canter.											
13-Sep-2018	Capital Reserve Fund	301	310000	471100	39000248	3010001		1,374,622.00	Bridge Maint & Preservation	To align budget with anticipated expenditures	No Net Change
	Capital Reserve Fund	301	310000	471100	39000026	3010001		-1,374,622.00	Bridge Maint & Preservation		
To align budget with anticipated expenditures for Bridge 248, Valley Road over West Branch White Clay Creek, London Grove Township.											
13-Sep-2018	Capital Improv Fund	357	589300	471500	80101220	3570001		-150,000.00	Building Improvements	To align budget with anticipated expenditures.	No Net Change
	Capital Improv Fund	357	460100	471500	80101215	3570001		150,000.00	Building Improvements		
To reallocate funds to align budget with anticipated capital expenditures.											
13-Sep-2018	Capital Improv Fund	357	085300	445000	80340052	3570001		38,635.00	To Individuals	To align budget with anticipated expenditures.	No Net Change
	Capital Improv Fund	357	085300	475110	80300200	3570001	FY2017	-38,635.00	Land Development Rights		
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Levi P. Kauffman Jr. and Rachel Ann Kauffman, installment payment three of five.											
13-Sep-2018	Capital Improv Fund	357	085300	445000	80340072	3570001		18,816.00	To Individuals	To align budget with anticipated expenditures.	No Net Change
	Capital Improv Fund	357	085300	475110	80300200	3570001	FY2017	-18,816.00	Land Development Rights		
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Elam L. and Elizabeth F. King, installment payment two of five.											
13-Sep-2018	Capital Improv Fund	357	085300	445000	80340053	3570001		-10,988.00	To Individuals	To align budget with actual expenditures.	No Net Change
	Capital Improv Fund	357	085300	475110	80300200	3570001	FY2017	10,988.00	Land Development Rights		
To align the budget for the Agricultural Conservation Easement purchase, Isaac E. and Ada S. Stroltzfus, with expense based on the Funding Agreement.											
13-Sep-2018	Capital Improv Fund	357	085300	445000	80340045	3570001		55,055.00	To Individuals	To align budget with anticipated expenditures.	No Net Change
	Capital Improv Fund	357	085300	475110	80300200	3570001	FY2017	-55,055.00	Land Development Rights		
To budget the Agricultural Conservation Easement purchase, Commonwealth Program, for Samuel S. and Barbara L. Lapp, installment payment four of five.											
13-Sep-2018	Capital Improv Fund	357	085300	442000	80330053	3570001		733.00	To Organizations	To align budget with actual expenditures.	No Net Change
	Capital Improv Fund	357	085300	420000	11000000	3570001		-733.00	Materials and Services		
Reallocating funds for a Conservancy grant to Natural Lands Trust for the Bryn Coed project.											
13-Sep-2018	Capital Improv Fund	357	000000	499999	00000000	3570001		800,000.00	Unappropriated	To align budget with actual expenditures.	No Net Change
	Capital Improv Fund	357	085300	420000	11000000	3570001		-800,000.00	Materials and Services		
Reallocating funds from Materials and Services to Unappropriated											

Amendment Budget Changes  
 BC - 15  
 September 13, 2018

Date	Department Name	Fund	Org	Acct	Proj.	Activity	Bud Ref	Amount	Account Description	Justification Loaded in PS	Change to Budget
13-Sep-2018	Capital Improv Fund	357	000000	490201	00201600	3570001		75,614.00	Transfer to Debt Service	To align budget with anticipated expenditures.	No Net Change
	Capital Improv Fund	357	000000	481000	00201800	3570001		233,441.00	Debt Issuance Expense		
	Capital Improv Fund	357	000000	490201	00201800	3570001		325,000.00	Transfer to Debt Service		
	Capital Improv Fund	357	000000	499999	00000000	3570001		-634,055.00	Unappropriated		

To budget transfers to debt service.