ARM Group LLC
Engineers and Scientists

May 6, 2026

Steven F. Costa, Supervisor
West Pikeland Township
1645 Art School Road
Chester Springs, PA. 19425

Re: Phase I ESA Proposal - Tom Oates Automotive Center
1001 Kimberton Road Chester Springs, PA
ARM Proposal P26011098.00 **Revised**

Dear Mr. Costa:

ARM Group LLC (ARM) is pleased to provide this proposal to West Pikeland Township to complete a Phase I Environmental Site Assessment (ESA) for the property located at 1001 Kimberton Road in Chester Springs, Pennsylvania (the Subject Property). The purpose of this Phase I ESA will be to identify Recognized Environmental Conditions (RECs) as defined by American Society for Testing and Materials (ASTM) Standard E-1527-21. The Subject Property is identified on **Figure 1** (attached). Acceptance of this proposal will serve as acknowledgment by West Pikeland Township that the above Subject Property description and the Site Location outlined on **Figure 1** are accurate to complete this Phase I ESA.

SCOPE OF WORK

ARM will complete a Phase I ESA of the above-referenced Subject Property in accordance with the ASTM Standard E-1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process". The Phase I ESA is intended to satisfy the All Appropriate Inquiries (AAI) requirements of the Small Business Liability Relief and Brownfields Revitalization Act (The Brownfields Amendments) to the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA) of 1980. The purpose of the ESA will be to identify RECs; which means (1) the presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the Subject Property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the Subject Property under conditions that pose a material threat of a future release to the environment. As warranted, ARM will also identify Historical Recognized Environmental Conditions (HRECs), Controlled Recognized Environmental

Conditions (CRECs), and Business Environmental Risks (BERs) associated with the Subject Property as those terms are defined within ASTM Standard E-1527-21.

The scope of the Phase I ESA will include: a thorough evaluation of the Subject Property's setting and history; a review of applicable and available regulatory database records and historical records (including certified fire insurance maps [if available], historical aerial photographs, historical topographic maps, and city directories); a vapor encroachment screen; a review of information provided by, or on behalf of West Pikeland Township including deed and property title documentation to search for the existence of environmental liens and activity use limitations (AULs); interview(s) with the current Subject Property owners, and local/state officials as applicable; and a detailed inspection of current conditions at the Subject Property and immediately surrounding property areas, as observable from the Subject Property.

Upon completion of the Phase I ESA, ARM will prepare a report in accordance with the ASTM Standard E-1527-21. The report will: describe the Subject Property setting, the Subject Property history, the conditions as observed during the Subject Property inspection and the geology, soils, topography, and hydrology of the Subject Property; include a topographic and aerial Subject Property location map depicting Subject Property bounds and pertinent inspection findings; and provide a summary of the environmental database search, and the interviews with the current owner and local/state official(s). Photo documentation of the Subject Property's condition as observed at the time of the inspection will be included, and all data sources will be documented within the report, which will also contain appended details of these sources. Based on information developed during the background investigation, visual observations, and professional judgment, ARM will set forth clear conclusions regarding whether RECs are present at the Subject Property. A digital (PDF) color copy of the report will be sent to you electronically upon completion; therefore, no costs have been included in this proposal for hard copies. Hard copies of the report can be provided at an additional fee upon request.

QUALIFICATIONS AND LIMITATIONS

No Environmental Site Assessment can wholly eliminate uncertainty regarding the potential for RECs in connection with a property. Performance of a Phase I Assessment in accordance with ASTM E 1527-21 is intended to reduce, but not eliminate, uncertainty regarding the potential for RECs.

The scope of ASTM E 1527-21 has recently been updated to include the assessment of PFOA & PFOS, which were added by the U.S. EPA to the list of hazardous substances under CERCLA on July 8, 2024. In addition, recently revised Federal and/or State drinking water standards and reporting requirements have been established or are proposed for several other per- and polyfluorinated alkyl substances (PFAS). Identifying the historical uses of PFOA, PFOS, and other PFAS compounds is challenging due to limited documentation in Safety Data Sheets and other available historical information sources. For the purposes of assessing PFOA, PFOS,

and other PFAS compounds as part of the ASTM E 1527-21 process, ARM will consider hazardous classifications and Federal and/or State drinking water standards for PFAS compounds published at the time of the assessment. Due to the evolving nature of regulations related to PFOA, PFOS, and other PFAS compounds, the findings and conclusions of ARM's report with respect to PFOA, PFOS, and other PFAS compounds may be limited by the information available to ARM at the time of the assessment.

There may be environmental issues at the property that you may wish to assess that are outside the scope of ASTM E1527-21. Examples of some non-scope items that you may be interested in evaluating, but that are *not included* in the scope of this proposal include: asbestos-containing building materials; biological agents; cultural and historic resources; ecological resources; endangered species; health and safety issues; indoor air quality (unrelated to releases of hazardous substances or petroleum products); industrial hygiene; lead-based paint; lead and PFAS in drinking water; mold; PCB-containing building materials; naturally-occurring radon; regulatory compliance issues; regulatory limitations to future land use; wetlands; emerging contaminants not currently defined as hazardous under CERCLA; and physical sampling of soil, sediment, water, and vapor.

This proposal assumes that the deliverables, provided as a result of the work proposed herein, will be provided for the sole use of West Pikeland Township and may not be used or relied upon by any other person without the express written consent and authorization of ARM. Reliance letters can be prepared by ARM and provided to an additional User(s) under separate agreement at an additional fee.

It is assumed that the client will assist ARM with access to the Subject Property and will identify a person who is knowledgeable of the uses and physical characteristics of the Subject Property and can be interviewed in conjunction with the visit to the Subject Property. In addition, a User Questionnaire will be provided for completion by the User of the Phase I ESA Report. This questionnaire will be used to supplement the required interviews with the past/present owners, operators, and occupants of the Subject Property so that the User can qualify for one of the Landowner Liability Protections offered by the Brownfields Amendments. In accordance with ASTM Standard E-1527-21, a search for the existence of environmental liens and AULs is required to be performed by or on behalf of a User in order to qualify for such Landowner Liability Protections. It is assumed that the West Pikeland Township will engage a title company, real estate attorney, or title professional to undertake a review of reasonably ascertainable recorded land title records between 1980 and the present for associated environmental liens and AULs per the User Responsibilities of ASTM Standard 1527-21. ARM is not a professional land title company; however, should the client request ARM to acquire such information, ARM can do so at an additional fee.

COST

ARM will perform the work scope described in this proposal on a Lump Sum basis for a cost of **$3,600**. Please note that if regulatory files are known or discovered to exist at a regulatory agency office (e.g. PADEP), cost to complete a file review and subsequent addendum to this Phase I ESA will be provided under separate cover and at an additional cost.

TERMS AND CONDITIONS

All services will be provided in accordance with ARM's Standard Terms and Conditions (attached). Any services authorized that are beyond the work scopes presented herein will be provided and billed in accordance with the attached ARM Consulting Rate Schedule. Invoices will be prepared on a monthly basis at a minimum, based on work completed. Our terms for payment are net 30 days. Invoices aging past 30 days are subject to a late fee of 1½ percent per month.

SAFETY

It is the policy of ARM to provide and maintain a safe and healthful working environment and to follow operating practices that will safeguard personnel and result in a more efficient operation. Wherever required, ARM will fully comply with client safety requirements. ARM is committed to safety excellence and the goal of zero accidents.

During all required field activities, and in compliance with ARM's Corporate Environmental Health & Safety (EHS) Plan, a Job Safety Analysis (JSA) will be performed by ARM at the start of each field workday and as changing conditions warrant to identify and control real and potential workplace hazards. The completed JSA will be saved with the project documents and made available upon request.

PROPRIETARY NOTICE

Information contained within this document is the property of, and proprietary to ARM, and cannot be reproduced, disclosed, or used, except for evaluation purposes, without the express written consent of ARM. This proposal will remain open for 90 days.

CLOSING

ARM can proceed with the Phase I ESA promptly upon receipt of written authorization. Pending prompt availability of Subject Property access, a final report can be completed within five weeks of written authorization to proceed. We will notify you should unforeseen circumstances require an extension of time necessary to complete the project. This proposal will remain open for 90 days. ARM appreciates the opportunity to provide this proposal to West Pikeland Township and looks forward to working with you on this project.

If you have any questions or require additional information, please do not hesitate to contact the undersigned at (610)-692-5770 or via email at dfarrington@armgroup.net.

Respectfully submitted,
ARM Group LLC

David B. Farrington

David Farrington
Principal Geologist

QA Review Completed By: Rebecca Spiess - Project Manager

Attachments: Figure 1 - Subject Property Boundary Map ARM
Consulting Rate Schedule
ARM Standard Terms and Conditions

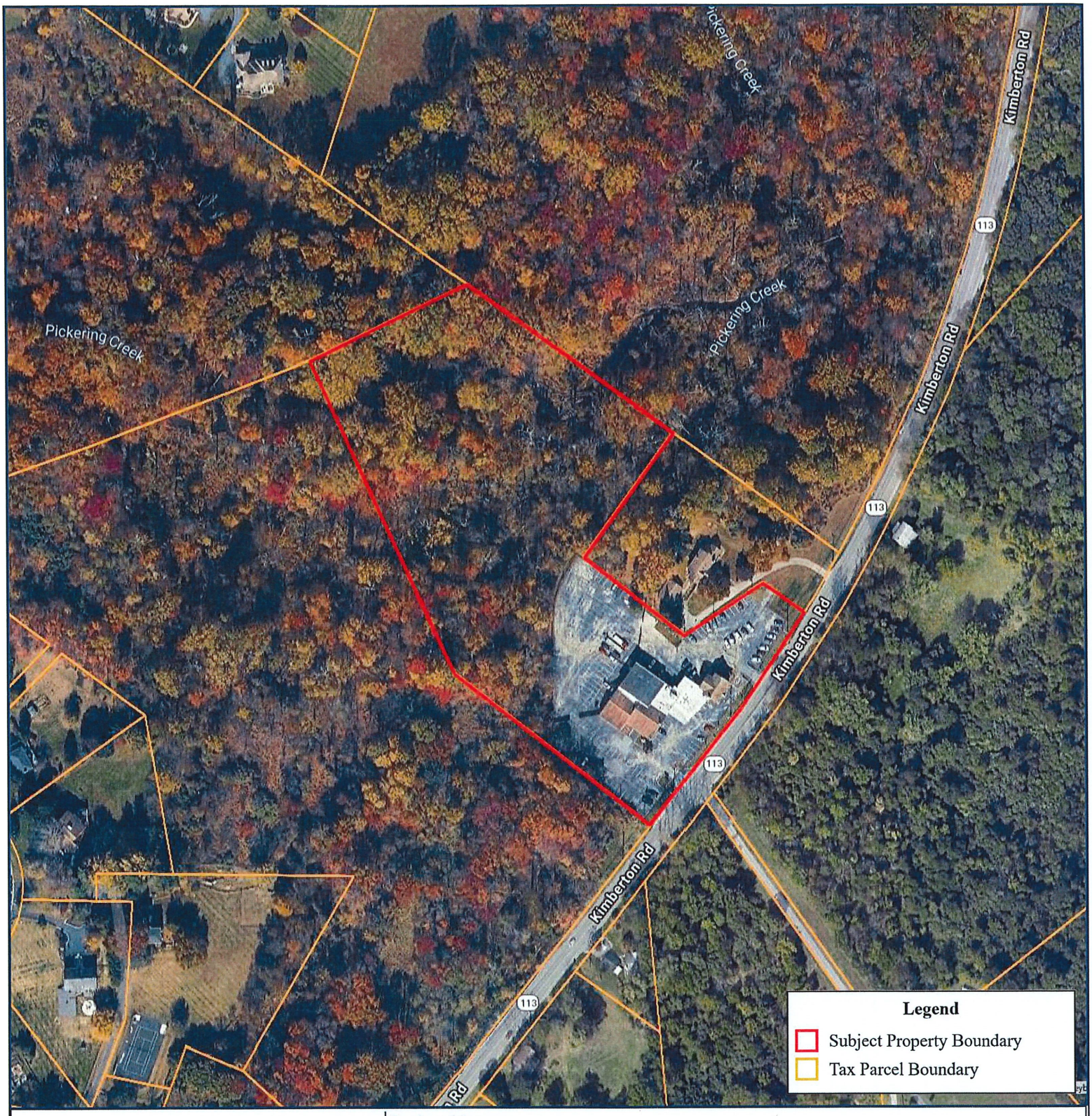
ACCEPTANCE PAGE, ARM GROUP LLC PROPOSAL P26011098.00
"Phase I ESA: 1001 Kimberton Road, Chester Springs, PA"

Client: West Pikeland Township

Joan Blatcher Cohen — Township Manager
Name — Title

Signature — 5/19/26
Signature — Date

The signatory above represents that they have the authority to enter into this agreement on behalf of the client named above.



ARM Group LLC
Engineers and Scientists

Project Name:
Tom Oates Automotive Center

Project Location:
1001 Kimberton Road, Chester Springs, PA, 19425, US

Figure Name:
Subject Property Boundary

Figure No.:
1

APPROXIMATE SCALE	Project No.:	DATE
1:2000	26011098.00	April 21, 2026

ARM Group LLC

Engineers and Scientists

CONSULTING RATE SCHEDULE

Effective January 1, 2026

Principal Scientist/Engineer	$265 to $270/hr
Director/Project Director	$221 to $240/hr
Senior Scientist/Engineer/Project Manager/Consultant	$189 to $210/hr
Senior Project Engineer/Project Scientist/Construction Manager	$166 to $182/hr
Project Manager, CQA/Construction Manager	$146 to $182/hr
Project Scientist/Engineer II	$149 to $169/hr
Project Scientist/Engineer I	$136 to $160/hr
Staff Scientist/Engineer	$117 to $146/hr
Senior Designer/CAD/Project GIS Analyst	$138 to $155/hr
Designer I, II, and III	$130 to $148/hr
CAD Technician I and II	$117 to $129/hr
GIS Analyst I and II	$143 to $150/hr
Senior Surveyor/Lead Surveyor/Survey Manager	$153 to $164/hr
Surveyor/Survey Technician I and II/Crew Chief	$105 to $121/hr
GPS/Robotic Surveyor	$145/hr
Senior Field Technician/Field Lead/CQA Specialist	$94 to $115/hr
Field Technician I, II, and III/CQA & Environmental Specialist	$74 to $103/hr
Project Administrative Services	$91 to $140/hr

Hydrogeologists, Geophysicists, Aquatic Biologists, and Wetland Specialists are classified under the Scientist title above.

Expert witness testimony, preparation time, and other special services generally require a dedicated commitment of staff; these dedicated services will be charged at a rate of 150% of the above schedule.

Subcontract and Project Related Expenses

Copies	Black & White - $0.14 each; Color - $0.66 each
Full Size Plots	$1.21/sq ft
Mileage	$0.88/mile
ARM Truck Usage	$88.00/day

Subcontractor services and direct project expenses are billed at cost plus 15%. ARM-owned equipment, supplies and vehicles are billed on a usage basis in accordance with the ARM Equipment and Supply Lists.

Terms for Payment

Invoices are issued monthly and are due upon receipt. Invoices aging past 30 days are subject to a late fee of 1.5% per month. Credit cards accepted; invoices paid by credit card will be assessed a 3.5% surcharge.

ARM GROUP LLC
STANDARD TERMS AND CONDITIONS

1.0 GENERAL

ARM Group LLC (ARM) agrees to perform for Client, and Client alone, the services set forth in the Proposal in accordance with generally accepted professional practices, in the same or similar localities, related to the nature of work accomplished, at the time the services are performed. ARM's services shall not be subject to any express or implied warranties whatsoever.
Any references to the term services herein shall include Basic Services and authorized Additional Services as defined herein. The Proposal to which these Standard Terms and Conditions apply is valid for 30 days from the date of the Proposal. Beyond that date ARM may elect to extend the time period for providing its services as described in the Proposal as initially written; extend the Proposal with modifications; or nullify the Proposal. In the case of services provided under a single Proposal, but provided over a period of time extended beyond that contemplated in the Proposal, ARM shall be entitled to renegotiate its fee to cover any increased costs or changed conditions associated with the subject time period extension.

2.0 SCOPE OF ARM SERVICES

2.1 Basic Services.

The Basic Services shall consist of those specific services or tasks as described or enumerated in the Proposal.

2.2 Uncertainty of Subsurface Conditions; Changing Conditions Over Time.

Because subsurface conditions are inherently random, variable, and often indeterminate in nature, the professional services rendered by ARM, and opinions provided with respect to such conditions, including the presence or absence of potentially hazardous substances, being performed by ARM in accord with the Proposal (including opinions regarding potential future costs), are not guaranteed to be a representation of actual site conditions or anticipated costs (if such are provided as a service by ARM). In addition, conditions found to exist at the time of ARM's work under the subject Proposal, are subject to change with time as a result of changes that may occur to the subject property or due to the availability of new or additional information.

2.3 Reliability of Existing, Available Information.

ARM may provide Client with a written report ("Report") in connection with the services performed. The Report will present such findings and conclusions as ARM may reasonably make with the information gathered in accordance with the Proposal. In preparing the Report, ARM may review and interpret certain information provided to it by third parties, including government agencies, registries of deeds, testing laboratories and other entities. Client agrees that ARM, in its sole discretion, may rely upon such information, and Client understands that ARM will not conduct an independent evaluation of the accuracy or completeness of such information, and that ARM shall not be responsible for any errors or omissions contained in such information.

2.4 Document Use Restrictions.

Subject to the specific provisions of these Standard Terms and Conditions, and particularly Section 11.0 hereof, any report(s) other related documents including, without limitation, letters, memos, hand-written notes, design drawings, calculations, figures, tables, datasets, and spreadsheets are instruments of service which are prepared for, and made available for the sole use of the Client, and the instruments of service may not be used or relied upon by any other person without the express written consent and authorization of ARM.

2.5 Construction Quality Assurance, Testing, and Inspections.

ARM provides construction quality assurance (CQA) and quality assurance (QA) services as an independent third-party observer solely for the benefit of the Client and to satisfy regulatory requirements. The purpose of CQA and QA services is to provide observation, documentation, testing, and reporting services to assist in assessing whether or not construction activities appear to comply with the design intent, project specifications, applicable permits, and relevant regulations. These services do not include construction management, supervision or oversight of the Client's contractor, construction means and methods, schedule, or construction quality control (CQC), unless otherwise noted within ARM's proposal.

3.0 ADDITIONAL SERVICES OF ARM

If mutually agreed by the Client and ARM, ARM shall perform Additional Services that are in addition to Basic Services. Additional Services are not included as part of Basic Services and will be paid by the Client at a negotiated rate. Client agrees that Additional Services, either requested by the Client or recommended by ARM, may be authorized by Client on the basis of verbal authorization provided to ARM by Client's authorized representative. Client acknowledges that authorized Additional Services are subject to these Standard Terms and Conditions, as applicable.



4.0 SERVICES EXCLUDED BY ARM

Services not expressly set forth in writing within the scope of the Proposal are excluded from the scope of ARM's services, and ARM assumes no duty to the Client to perform such services. The services to be performed by ARM shall not include an analysis or determination by ARM as to whether the Client is in compliance with federal, state, or local laws, statutes, ordinances, or regulations, except in the case where the Client specifically engages ARM via ARM's Proposal to conduct such an analysis or determination. Except where expressly stated in the Proposal, ARM's services shall not include directly or indirectly storing, arranging for or actually transporting, disposing, or treating hazardous substances, hazardous materials, hazardous wastes or petroleum products. ARM's services shall not include an independent analysis of work conducted and information provided by independent laboratories or other independent contractors retained by ARM in connection with ARM's services provided to the Client. Also, unless specifically described or listed in the Proposal, ARM's services do not include sampling of soils, water, air, or other materials.

Construction quality assurance (CQA) and quality assurance (QA) services provided by ARM as an independent third-party observer are solely for the benefit of the Client. These services do not include construction management, supervision of the contractor, construction means and methods, or construction quality control (CQC), unless otherwise noted within ARM's proposal. The Client's contractor performing the work retains full and exclusive responsibility for the means, methods, techniques, sequences, procedures, supervision, construction quality control, and safety practices associated with their work. ARM shall not be responsible for, nor have authority over, the contractor's compliance with their contractual obligations, adherence to project schedules, workmanship, or correction of deficiencies unless otherwise expressly and specifically stated in ARM's scope of services.

5.0 RESPONSIBILITIES OF THE CLIENT

5.1 Information.

The Client shall provide all information in its possession, custody, or control which relates to the project site(s), its present and prior uses, or to activities at the site which may bear upon the services of ARM as set forth in the Proposal, including, but not limited to, the following:

(i) a legal description of the site, including boundary lines and a site plan;
(ii) historical information as to the prior owners of the site;
(iii) identification of the location of overhead and underground utilities: underground tanks; waste generation, storage or disposal areas; and structures; information to be provided shall also include available plans of the site;
(iv) a description of activities which were conducted at the site at any time by the Client or by any person or entity which would relate to the services to be provided by ARM; and
(v) identification, by name, quantity, location, and date, of any releases or handling of hazardous substances (as defined herein).

5.2 Authorized Access to the Project Site/Property.

The Client shall be fully responsible for obtaining the necessary authorizations to allow ARM, its agents, subcontractors and representatives, to have access to the project site and buildings thereon at reasonable times throughout the period of contract performance. ARM will take reasonable precautions to minimize damage to the site from use of equipment, but Client understands that unavoidable damage or alteration of the site may occur and Client agrees to assume responsibility for such unavoidable damage or alteration, including the cost of site restoration, if required.

5.3 Underground Utilities.

Client agrees to assume responsibility for personal and property damages due to ARM's inadvertent interference with or damage to subterranean structures such as pipes, tanks, and utility lines that are not correctly shown on the documents provided by Client to ARM or in the event that the locations of subterranean structures are not known by Client or not communicated to ARM by Client.

5.4 Reliance Upon Client-Furnished Services, Information or Data.

The services, information, and other data required by this Section to be furnished by the Client shall be provided at the Client's expense, and ARM may rely upon all data furnished by the Client, and the accuracy and completeness thereof.

6.0 PAYMENTS AND INVOICING

ARM will submit invoices for its services to the Client on a monthly basis, and each invoice will cover all sums payable to ARM for services generally provided to Client by ARM and its suppliers and subcontractors for the preceding month. Such invoices shall be in accordance with the scope of services presented within the Proposal and as accepted by the Client. Unit rates and prices for such services shall be invoiced in accord with specific provisions of the Proposal or as otherwise shown on ARM's currently-in-effect Consulting Rate Schedule which is ordinarily attached to each of ARM's proposals. Terms for payment are net: 30 days, and each ARM invoice will specify the due date, accordingly. In authorizing ARM to perform services, Client explicitly agrees to accept and honor these payment terms. Invoices aging past 30 days are subject to a late payment finance charge of 1.5% per month, 18% per annum (simple interest), and such finance charges shall automatically be incurred by Client and shall be due to ARM in the event that the Client fails to honor the specified payment terms. If billings become delinquent, ARM may stop all work until Client's account is brought current, or ARM may withdraw from this engagement. Client acknowledges and agrees that ARM is not required to continue work in

the event of Client's failure to pay in accordance with these terms. Client further acknowledges and agrees that, in the event ARM stops work or withdraws from this engagement as a result of Client's failure to pay in accordance with these terms, ARM shall not be liable to the Client for any damages that are incurred as a result of the cessation of work and that Client remains liable for billings up to the date of cessation of services. In the event that ARM incurs costs of collection of overdue accounts, Client also agrees to bear the full collection expense incurred by ARM. Applicable collection costs or expenses shall include and not be limited to attorney fees, court and magistrate costs, postage and express mail services, fees charged by duly authorized collection agencies, and other related costs.

7.0 LIMITATION OF RESPONSIBILITY

7.1 Limitation of Liability.

CLIENT HEREBY AGREES THAT TO THE FULLEST EXTENT PERMITTED BY LAW, ARM'S TOTAL LIABILITY TO CLIENT FOR ANY AND ALL INJURIES, CLAIMS, LOSSES, EXPENSES OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATING TO THE PROJECT FROM ANY CAUSE OR CAUSES INCLUDING BUT NOT LIMITED TO ARM'S NEGLIGENCE, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT PAID BY THE CLIENT FOR THE SERVICES OF THE CONSULTANT UNDER THIS CONTRACT OR $50,000.

i) **Limitation of Liability for Services Provided in Karst Regions:** ARM neither states nor implies that sufficient site and/or subsurface characterization activities have been conducted to avoid all risks associated with the project including, but not limited to: sinkhole development and repair, and associated costs, delays, and other effects to the project; rock removal and associated costs, delays, and other effects to the project; and/or unknown conditions and conditions not expressly described in any work product of ARM. Client must recognize and accept the potential for sinkhole or related feature development at the subject site. The risks and associated costs for addressing sinkhole-related activity lie solely with the project owner, developer, and/or construction contractor, as applicable. ARM accepts no liability whatsoever for sinkhole-related activity and costs arising therefrom, regardless of the services conducted by ARM. ARM's investigation activities and recommendations are intended to help reduce the risk and magnitude of sinkhole-related activity in association with the subject project and any associated response costs, but no guarantee or warranty against sinkhole development and/or related issues, either express or implied, is made by ARM.

ii) **Geophysical Services:** By their inherent capabilities and limitations, geophysical surveys are not 100-percent accurate, nor can they completely define subsurface conditions. ARM will not accept responsibility for inherent technique limitations, survey limitations, potentially foreseen or unforeseen site-specific conditions, or alleged operator error. Client, Owner, and all persons in any way using or relying on the information collected from this survey will accept all liability for the use, reliance, and actions taken based on the information collected in the survey and contained in the report, and shall hold ARM harmless for any and all damages allegedly resulting from or actually resulting from the information collected from the geophysical services/survey.

7.2 No Special or Consequential Damages.

In no event shall either Client or ARM be liable for special, indirect, or consequential damages whatsoever, including, without limitation, loss of use or loss of profits, incurred by one another or successors, regardless of whether such damages are caused by a breach of contract, willful misconduct, negligent act or omission, or other wrongful act, whether professional or unprofessional, of either of them or their employees or associates.

7.3 Indemnification.

To the fullest extent permitted by law, Client agrees to defend, indemnify, and hold ARM, its agents, subcontractors, and employees harmless from and against any and all claims, defense costs, including attorneys' fees, damages, and other liabilities arising out of or in any way related to: a) services performed by ARM for Client; b) reports, letters, recommendations, designs, illustrations and calculations prepared for Client by ARM; c) ARM's presence on the Client's property or project site(s); or, d) the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the Client's property or project site(s); **except that** Client shall not indemnify ARM against liability for damages to the extent caused by the negligence or misconduct of ARM, its agents, subcontractors, or employees.

7.4 Limitation on Construction-Related Testing, Inspections, and Quality Assurance.

ARM will perform construction-related testing and inspections in accordance with a normal standard of care, but assumes no liability for any damages alleged to arise from ARM's failure to identify, disclose or otherwise recognize work performed by others that does not conform to the applicable construction documents or specifications. When ARM is retained to perform these construction quality assurance (CQA) services, the Client acknowledges and agrees that ARM's role is limited to independent observation, testing, documentation, and reporting functions, as further described in Section 2.5 herein. ARM shall not supervise, direct, control, or be responsible for the means, methods, sequences, schedules, procedures, techniques, or quality control activities of contractors, subcontractors, suppliers, or other entities performing work on the project that have been engaged by the Client.

The Client agrees that ARM's performance of CQA services shall not relieve its contractors of their obligations under their contracts, nor shall ARM be liable for contractor errors, omissions, defective work, delays, or failures to comply with the project plans, schedules, specifications, or applicable legal requirements. ARM's liability for any claims arising out of or relating to CQA or QA services shall be limited to the terms and conditions of this Agreement, including but not limited to the limitations of liability and indemnification provisions herein.

8.0 DISPUTES RESOLUTION

All claims, disputes, and other matters in controversy between ARM and Client arising out of or in any way related to the Proposal will be submitted to "alternative dispute resolution" (ADR) such as mediation and/or arbitration, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to the services provided under the Proposal and that dispute requires litigation as provided above, then: **(a)** Client assents to personal jurisdiction in the State of ARM's principal place of business; **(b)** The claim will be brought and tried in judicial jurisdiction of the court of the county where ARM's principal place of business is located and Client waives the right to remove the action to any other county or judicial jurisdiction; and **(c)** The prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' and expert witness fees, and other claim-related expenses.

9.0 DISCOVERY OF UNANTICIPATED POLLUTANT RISKS

If, while performing the services, pollutants are discovered that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated project cost will be reconsidered and that the Basic Services shall immediately become subject to renegotiation or termination.

In the event that the services are terminated because of the discovery of pollutants posing unanticipated risks, Client agrees that ARM shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of the services, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing and in effecting such termination.

Client also agrees that the discovery of unanticipated hazardous substances may make it necessary for ARM to take immediate measures to protect the health and safety of ARM personnel and others, as appropriate. ARM agrees to notify Client as soon as practically possible should unanticipated hazards or hazardous substances or suspected hazards or hazardous substances be encountered. Client authorizes ARM to take measures that in ARM's sole judgment are justified to safeguard ARM's personnel and others, including the general public. Client agrees to compensate ARM for the additional cost associated with such authorized additional steps and measures, pursuant to the provisions of ARM's Consulting Rate Schedule that is then in effect.

10.0 DISPOSITION OF SAMPLES AND EQUIPMENT

10.1 Disposition of Unpolluted Samples.

No samples of unpolluted soil and rock will be kept by ARM unless agreed otherwise.

10.2 Hazardous or Potentially Hazardous Samples and Materials.

In the event that samples and/or materials contain or are suspected to contain substances or constituents that are hazardous or otherwise detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations, or ordinances, ARM will, after completion of testing (1) return such samples and materials to Client, or (2) reach an agreement in writing to have such samples and materials properly disposed in accordance with applicable laws. Client agrees to pay all costs associated with the storage, transport, and disposal of samples and materials. Client recognizes and agrees that ARM is acting as an agent of Client and at no time assumes title to said waste.

10.3 Contaminated Equipment.

All laboratory and field equipment contaminated in performing Basic or Additional Services will be cleaned at Client's expense. Contaminated consumables will be disposed of and replaced at Client's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of Client. All such equipment shall be delivered to Client or disposed of in a manner similar to that indicated for hazardous samples. Client agrees to pay the fair market value of any such equipment which cannot reasonably be decontaminated.

11.0 REPORTS, RECOMMENDATIONS, AND OWNERSHIP OF DOCUMENTS

Reports, recommendations, and other documents resulting from ARM's efforts are intended solely for purposes of the services described by the Proposal; any reuse or changes by Client or others for purposes outside of those described by the Proposal or any failure to follow ARM's recommendations, without ARM's written permission, shall be at the Client's and/or the user's sole risk. Client will furnish such reports, data, studies, plans, specifications, documents, and other information deemed necessary by ARM for proper performance of its services. ARM may rely upon Client-provided documents in performing the services described by the Proposal; however, ARM assumes no responsibility or liability for the accuracy of such documents. Client-provided documents will remain property of Client.

All reports, field notes, calculations, estimates, data, spreadsheets, designs, and other documents which ARM prepares are instruments of service, and ARM shall be deemed the author and owner of such instruments of service and shall retain all common law, statutory and other reserved rights, including copyrights. Upon Client's acceptance of ARM's Proposal, ARM grants to Client a non-exclusive license to use these instruments of service in accordance with the provisions of this Section (Section 11.0) conditioned upon Client's full payment of the applicable invoice(s) relating to such instruments of service. The Client shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of ARM. Any termination of the services offered by ARM in its Proposal prior to completion of the authorized services, or any failure of Client to make full payment of the applicable invoice(s) relating to such services shall terminate this license. Upon such termination, the Client shall refrain from making further reproductions of ARM's instruments of service and shall return to ARM within seven days of termination all originals and reproductions of ARM's instruments of service in the Client's possession or control.

ARM will retain all pertinent records relating to services performed for a period of three (3) years following completion of the services described by the Proposal, during which period the records will be made available to Client for review or duplication, at all reasonable times, and at Client's sole expense.

ARM reserves the right to use general descriptive information pertaining to the project and to the services provided by ARM in relation thereto, including images and plans generated by ARM during the course of providing the services described under the Proposal, for business development or marketing purposes. Images or plans prepared by or provided by others will not be used for such purposes without the written permission of the applicable parties.

12.0 NON-SOLICITATION

Client agrees not to employ ARM's personnel during the term of an active engagement or for a period of twelve (12) months following termination of said engagement without the prior approval of ARM. In the event that Client hires such personnel within the above time period and without said approval, Client shall pay to ARM, a fee equal to the person's billing for a three-month period. This fee shall be determined by multiplying the person's fixed hourly billing rate times 500 hours. This payment shall constitute liquidated damages and shall be in lieu of any other remedy and damages to which ARM might otherwise be entitled in law or at equity.

13.0 TERMINATION

The services offered by the Proposal and accepted by the Client may be terminated by either party by giving seven (7) days written notice to the other party. If this Agreement is terminated, it is agreed that ARM shall be paid for total charges for labor performed to the termination notice date, plus reimbursable charges. Within five business days of receipt of all payable amounts due to ARM, ARM will provide Client with all data that ARM collected and work products that ARM completed for Client.

14.0 FORCE MAJEURE

ARM shall not be liable to the Client for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of governmental authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control of ARM.

15.0 SEVERABILITY AND SURVIVAL

Any element of these terms and conditions later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, Client and ARM will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision. All of these terms and conditions which allocate liability between Client and ARM shall survive the completion of the services hereunder and the termination of services.

16.0 ENTIRE AGREEMENT

The terms and conditions set forth herein constitute the entire understanding and agreement of Client and ARM with respect to the Services. All previous proposals, offers, and other communications relative to the provisions of these Services are hereby superseded. Should Client utilize its purchase order or any other form to procure services, Client acknowledges and agrees that its use of such purchase order or other form is solely for administrative purposes and in no event shall ARM be bound to any term and conditions on such purchase order or other form, regardless of reference to or signature upon such purchase order or other form by ARM. Client shall reference this Agreement on any purchase order or other form it may issue to procure ARM services, but Client's failure to do so shall not operate to modify this Agreement.

PHASE I ENVIRONMENTAL SITE ASSESSMENT
USER QUESTIONNAIRE

SUBJECT PROPERTY PARCEL ID: 1001 Kimberton Road
USER NAME: West Pikeland Township

In order to qualify for one of the *Landowner Liability Protections* (LLPs) offered by the Small Business Liability Relief and Brownfields Revitalization Act of 2001 (the *"Brownfields Amendments"*), the User must provide the following information (if available) to the *Environmental Professional*. Failure to provide this information could result in a determination that "*All Appropriate Inquiry*" is not complete.

1.) **Environmental cleanup liens that are filed or recorded against the site (40 CFR 312.25).**
Are you aware of any environmental cleanup liens against the Subject Property that are filed or recorded under federal, tribal, state or local law?
Previously there was a heating oil tank and hydraulic lifts that were the source of petroleum impacts, which were characterized and went through the Act 2 process. Impacted soil was removed, soil and groundwater were characterized, post-excavation soil results met non-residential Statewide Health Standards (SHS). Groundwater results also met SHS. The Environmental Covenant on the property restricts the land use to non-residential. DEP approved the Site Characterization and Final Report in May 2019.

2.) **Activity and land use limitations (AULs) that are in place on the site or that have been filed or recorded in a registry (40 CFR 312.26).**
Are you aware of any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the site and/or have been filed or recorded in a registry under federal, tribal, state or local law?
Previously there was a heating oil tank and hydraulic lifts that were the source of petroleum impacts, which were characterized and went through the Act 2 process. Impacted soil was removed, soil and groundwater were characterized, post-excavation soil results met non-residential Statewide Health Standards (SHS). Groundwater results also met SHS. The Environmental Covenant on the property restricts the land use to non-residential. DEP approved the Site Characterization and Final Report in May 2019.

3.) **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28).**
Do you have any specialized knowledge or experience related to the Subject Property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the Subject Property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?
No

4.) **Relationship of the purchase/lease price to the fair market value of the Subject Property if it were not contaminated (40 CFR 312.29).**
Does the purchase/lease price being paid for this Subject Property reasonably reflect the fair market value of the Subject Property? If you conclude that there is a difference, have you considered whether the lower price is because contamination is known or believed to be present at the Subject Property?

PHASE I ENVIRONMENTAL SITE ASSESSMENT
USER QUESTIONNAIRE

An appraisal has been conducted to advise on the FMV of the property. Additional appraisals may be conducted in pursuit of subdivision of the lot.

5.) **Commonly known or reasonably ascertainable information about the Subject Property (40 CFR 312.30).**
Are you aware of commonly known or reasonably ascertainable information about the Subject Property that would help the environmental professional to identify conditions indicative of releases or threatened releases? For example:

a) Do you know the past uses of the Subject Property?
Car dealership/repair shop

b) Do you know the specific chemicals that are present or once were present at the Subject Property?
Petroleum and potentially other chemicals used by car dealerships.

c) Do you know of any spills or other chemical releases that have taken place at the Subject Property?
No

d) Do you know of any environmental cleanups that have taken place at the Subject Property?
Previously there was a heating oil tank and hydraulic lifts that were the source of petroleum impacts, which were characterized and went through the Act 2 process. Impacted soil was removed, soil and groundwater were characterized, post-excavation soil results met non-residential Statewide Health Standards (SHS). Groundwater results also met SHS. The Environmental Covenant on the property restricts the land use to non-residential. DEP approved the Site Characterization and Final Report in May 2019.

6.) **The degree of obviousness of the presence or likely presence of contamination at the Subject Property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31).**
Based on your knowledge and experience related to the Subject Property are there any obvious indicators that point to the presence or likely presence of contamination at the Subject Property?
There is a "new" and a "used" oil tank in one of the garage bays.

COMPLETED BY:

Joan Blatcher,Township Manager
Name / Title

1645 Art School Rd., West Pikeland, PA 10425
Address

610-590-5300
Phone #

Signature

Date