This meeting is being audio recorded for the public record.

A G E N D A
BOROUGH COUNCIL MEETING

May 18th, 2016 – 7:00 pm

1. Meeting call to order/Pledge of Allegiance.

2. Comments by Mayor and Council.

3. Presentations:
   a. Moment of Silence in memory of Mayor Dick Yoder
   b. Proclamation to Chief Bohn and WCPD – National Law Enforcement Appreciation Month
   c. Recognition of 4 student winners and presentation of CCHS Certificates by Mayor Comitta
   d. Presentation of Proclamation to Mayors Against Illegal Guns declaring June 2, 2016 Gun Violence Awareness Day

4. Act on the Pfizer/Wyeth Settlement Agreement

5. Discuss Friends of Marshall Square Park Roof Proposal

6. Discuss Melton Center collaboration proposal

7. Discuss authorization to undertake restatement and consolidation of the Police and Non-Uniformed pension plans.
   (Finance Committee recommendation approval 3-0)

8. Discuss approval of March and April minutes

9. Consent Agenda:

   a. Approve PA DEP Settlement Proposal – sanitary overflow
      (Public Works Committee recommendation approval 3-0)

   b. Approve Pine Alley Storm Sewer Main Replacement Project
      (Public Works Committee recommendation approval 3-0)

   c. Approve Barnard Street Culvert Replacement Project
      (Public Works Committee recommendation approval 3-0)

   d. Approve creating the Bradford Avenue Improvement Ad Hoc Committee with East
      Bradford Township
      (Public Works Committee recommended that a committee be formed to coordinate the process with the township - approval 3-0)

e. Approve Lot #10 leases with Grower's Market Association and West Chester Food Co-op
(Parking Committee recommendation to execute 2 leases as drafted, approval 3-0)

f Approve 200 South Franklin signage relocation
(Parking Committee recommendation approval 3-0 to move 1 sign 60 feet to allow for 3 parking spaces for residents)

g. Approve Mayor recommendation for conditional offer of employment (new officers)
(Public Safety Committee recommendation approval 3-0)

h. Approve 2011 Bond Refinancing Engagement Agreement Review
1. FSL Financial Solutions – Financial Advisor
2. Cozen O'Conner – Bond Counsel

i. Approve 2016 Rental Permit Fees
$38.00/Room
$42/Unit
(Smart Growth Committee recommendation approval 3-0)

j. Approve Certificates of Appropriateness:
(Smart Growth Committee recommendation approval 3-0)
1. 239 E. Market Street
Install post mounted tenant directory sign in front of the property near street
Approve as presented

10. Zoning Appeals:
a. 421 North New Street

This meeting is being audio recorded for the public record.

UPCOMING MEETINGS:

Wednesday	5-18-2016	Council Meeting	7:00 pm	Council Chambers
Tuesday	5-24-2016	Planning Commission Worksession	6:30 pm	Room #240
Thursday	5-26-2016	HARB	7:00 pm	Room #240
Tuesday	5-31-2016	Planning Commission	6:30 pm	Council Chambers
Wednesday	6-1-2016	West Chester Railroad Restoration Comm.	7:00 pm	Council Chambers
Tuesday	6-7-2016	Public Works/Recreation/ WW Committee	5:30 pm	Council Chambers
Tuesday	6-7-2016	Kaizen Committee	6:30 pm	Council Chambers
Tuesday	6-7-2016	Parking Committee	7:30 pm	Council Chambers
Wednesday	6-8-2016	Public Safety Committee	5:30 pm	Council Chambers
Wednesday	6-8-2016	Finance Committee	6:30 pm	Council Chambers
Wednesday	6-8-2016	Smart Growth Committee	7:30 pm	Council Chambers
Monday	6-13-2016	Zoning Hearing Board	5:30 pm	Room #240
Tuesday	6-14-2016	BID Board	8:00 pm	119 N. High St.
Tuesday	6-14-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	6-15-2016	Council Meeting	7:00 pm	Council Chambers
Monday	6-20-2016	Shade Tree Committee	6:00 pm	Room #240
Monday	6-27-2016	Public Hearing – NPDES Permit	6:00 pm	Council Chambers

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This **SETTLEMENT AGREEMENT AND MUTUAL RELEASE** (this "Agreement") is made and entered into this _____ day of May, 2016, by and between the **BOROUGH OF WEST CHESTER,** Chester County, Pennsylvania, a political subdivision organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Borough"), and **WYETH PHARMACEUTICALS INC.**, a Delaware corporation ("Wyeth") (as successor-in-interest to Wyeth Laboratories Inc., a New York corporation ("Wyeth Laboratories")), and **PFIZER INC.**, a Delaware corporation ("Pfizer"). The Borough, Wyeth, and Pfizer are sometimes collectively referred to in this Agreement as the "Parties."

BACKGROUND

WHEREAS, Wyeth is the owner of real property *situate* within the jurisdictional limits of the Borough, at the corner of East Nields and South Bolmar Streets, and known to the Board of Assessment of Chester County, Pennsylvania, as Tax Map Parcel No. 1-10-83 and Tax Map Parcel No. 1-10-235, respectively (collectively, the "Wyeth Property"); and

WHEREAS, Wyeth is a wholly-owned subsidiary of Pfizer; and

WHEREAS, on July 31, 1984, the Borough and Wyeth Laboratories entered into an agreement (the "1984 Agreement") relating to the treatment of waste water generated at a manufacturing plant and related facilities owned by Wyeth and previously located at the Wyeth Property (the "Wyeth Facility") and to the design, construction, financing, operation and maintenance of a waste water treatment plant located within the jurisdictional limits of the Borough and known, as of the date of this Agreement, as the Goose Creek Wastewater Treatment Plant, at which sanitary sewage effluent from the Wyeth Facility was treated; and

WHEREAS, certain disputes regarding the 1984 Agreement arose between the Parties resulting in civil litigation docketed in the Court of Common Pleas of Chester County (the "Court of Common Pleas") at Case No. 2012-03734-MJ and styled as *Wyeth Pharmaceuticals, Inc. v. Borough of West Chester v. Pfizer Inc.* (the "Litigation"); and

WHEREAS, on November 5, 2014, the Court of Common Pleas entered a final order and judgment with regard to the Litigation (the "Court of Common Pleas Order and Judgment"); and

WHEREAS, on November 19, 2014, Wyeth appealed the Court of Common Pleas Order and Judgment to the Pennsylvania Commonwealth Court (the "Commonwealth Court"), which appeal was docketed at 2116 CD 2014 (the "Commonwealth Court Appeal"); and

WHEREAS, on November 5, 2015, the Commonwealth Court entered a final order with regard to the Commonwealth Court Appeal reversing the Court of Common Pleas Order and Judgment (the "Commonwealth Court Order"); and

WHEREAS, on January 27, 2016, the Borough filed with the Pennsylvania Supreme Court (the "Supreme Court") a Petition for Allowance of Appeal with regard to the Commonwealth Court Order, which Petition was docketed at 64 MAL 2016 (the "Petition for Allowance of Appeal"); and

WHEREAS, as of the date of this Agreement, the Petition for Allowance of Appeal remains pending before the Supreme Court; and

WHEREAS, the final disposition of the Litigation is uncertain and undetermined, and may result in certain monetary amounts and claims owed by one of the Parties to other of the Parties; and

WHEREAS, the Parties wish to compromise, settle, and resolve with prejudice, all disputes, claims, actions, suits, demands, causes of action, debts, liabilities, agreements, contracts, attorneys' fees claims, and promises between and among them arising out of, or in any manner or form whatsoever related to the Litigation, the 1984 Agreement, and/or any charges, fees, costs, or expenses paid or payable with regard to sewer services provided by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property.

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Agreement, and for other good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. Incorporation of Recitals. The Recitals set forth in the Background Section of this Agreement are incorporated herein by reference.

2. Incorporation of Exhibits. All Exhibits attached to this Agreement are incorporated herein by reference.

3. Acknowledgement of Termination. Simultaneously with the full execution of this Agreement by the Borough, Wyeth, and Pfizer, each of the Borough and Wyeth shall execute and deliver to the other the Borough's, Wyeth's, and Pfizer's collective acknowledgment that the 1984 Agreement was, for all intents and purposes whatsoever, terminated and of no further legal effect whatsoever as of December 31, 2011, such that no Party shall, as of and after that date, have (or be deemed to have) any right, title, interest, duty, obligation, or responsibility arising out of, or in any manner or form related to, the 1984 Agreement and/or the provision of sewer services by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property under or pursuant to the 1984 Agreement (the "Acknowledgment of Termination"). Within five (5) Business Days (as hereinafter defined) of the full execution and delivery of this Agreement, each of the Borough, Wyeth, and Pfizer, shall cause the Acknowledgment of Termination to be recorded in the Office of the Recorder of Deeds in and for Chester County, Pennsylvania (the "Recorder's Office"). Each of the Parties shall provide to the other such evidence of authority, if any, as required by the Recorder's Office (or as may be required by any title insurance company which is requested to issue a title insurance policy with regard to the Wyeth Property) with respect to the recording of the Acknowledgment of Termination. In furtherance, and not in limitation, of the foregoing, the Acknowledgment of Termination shall be in form and substance

identical to that attached hereto as **Exhibit A**. If, at any time subsequent to the execution of this Agreement, an issuer of title insurance with regard to the Wyeth Property identifies a defect in the Acknowledgement of Termination as a basis for declining to issue a title insurance policy with regard to the Wyeth Property, or requiring an increased premium for such policy, or lists the 1984 Agreement or matters related thereto (including non-payment of amounts due) as an encumbrance on the Wyeth Property notwithstanding the recording of the Acknowledgment of Termination, Wyeth, Pfizer, and/or the Borough agree to execute and record (all at no additional cost to the Borough) such additional instrument(s) as are necessary to cure that defect, or remove that encumbrance, and to carry out the intent of this Agreement, as aforesaid.

4. Release of Wyeth and Pfizer. From the original effective date of the 1984 Agreement through the end of recorded time, the Borough, for itself and each of its predecessors, mortgagees, guests, invitees, successors and assigns, and/or any individual or entity claiming by, through, under or in concert with it, him, her, them or any of them, hereby irrevocably and unconditionally releases, remises, acquits, and forever discharges Wyeth and Pfizer, and each of its and their respective predecessors, successors, agents, contractors, employees, officers, officials, mortgagees, assigns, guests or invitees, and all persons acting by, through, under or in concert with it, them, or any of them, from any and all manner of procedures or proceedings, obligations, responsibilities, actions, causes of action, suits, litigation, debts, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, grievances, variances, disputes, promises, trespasses, damages, judgments, liens, executions, claims, and demands whatsoever in law, in equity, or otherwise whatsoever, whether known or unknown, or heretofore or hereafter arising, and whether actual, contingent, or otherwise, and whether mature, unmatured, or otherwise, and arising directly or indirectly out of, related in any manner or form whatsoever to, or connected in any way with, (A) any matter arising out of sewer services provided by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property prior to the date of this Agreement, and/or (B) the 1984 Agreement, and/or (C) the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal, and/or (D) any and all events related to any of them including, without limitation, those which were or could have been asserted in the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal.

5. Release of Borough. From the original effective date of the 1984 Agreement through the end of recorded time, each of Wyeth and Pfizer, for itself and each of their respective and collective predecessors, mortgagees, guests, invitees, successors and assigns, and/or any individual or entity claiming by, through, under or in concert with it, him, her, them or any of them, hereby irrevocably and unconditionally releases, remises, acquits, and forever discharges the Borough, and each of its predecessors, successors, agents, contractors, employees, officers, officials (whether elected or appointed), appointees, mortgagees, assigns, guests or invitees, and all persons acting by, through, under or in concert with it, them, or any of them, from any and all manner of procedures or proceedings, obligations, responsibilities, actions, causes of action, suits, litigation, debts, sums of money, accounts, reckonings, bonds, bills, covenants, controversies, grievances, variances, disputes, promises, trespasses, damages, judgments, liens, executions, claims, and demands whatsoever in law, in equity or otherwise whatsoever, whether known or unknown, or heretofore or hereafter arising, and whether actual, contingent, or otherwise and whether mature, unmatured, or otherwise, and arising directly or indirectly out of, related in any manner or form whatsoever to, or connected in any way with, (A) any matter

arising out of sewer services provided by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property prior to the date of this Agreement, and/or (B) the 1984 Agreement, and/or (C) the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal, and/or (D) any and all events related to any of them including, without limitation, those which were or could have been asserted in the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal and including specifically, but not in limitation of the foregoing, any and all claims for reimbursement, disgorgement, overcharge, or otherwise pursuant to which the Borough may be required to repay to, or on behalf of, Wyeth or Pfizer any amounts paid to, or at the direction of, the Borough under or pursuant to the 1984 Agreement and/or the subject matter thereof.

6. Withdrawal of Petition for Allowance. Within five (5) Business Days of the full execution and delivery of this Agreement by each of the Borough, Wyeth, and Pfizer, the Borough shall cause the Petition for Allowance of Appeal to be withdrawn with prejudice (the "Petition for Allowance of Appeal Withdrawal").

7. Termination of Litigation. Simultaneously with the full execution of this Agreement by each of the Borough, Wyeth, and Pfizer, Wyeth and Pfizer shall execute and deliver to the Borough a Praecipe to mark the Litigation "Settled, Discontinued, and Ended with Prejudice" in form and substance identical to **Exhibit B** attached hereto and pursuant to which all claims, counterclaims, and third-party claims in the Litigation shall be terminated, resolved, and dismissed, with prejudice (the "Common Pleas Praecipe"). Within five (5) Business Days of the Borough's submission of the Petition for Allowance of Appeal Withdrawal, the Borough shall (on its own behalf, and on behalf of Wyeth and Pfizer) cause the Common Pleas Praecipe to be jointly filed with the Court of Common Pleas. The Borough additionally agrees not to oppose a motion by Wyeth in form and substance identical to that attached hereto as **Exhibit C** to release Supersedeas Bond No. 9178382 which Wyeth posted in the Litigation on November 20, 2014, and the Borough hereby authorizes Wyeth to represent that such motion is unopposed.

8. Parties to Bear Their Own Costs. All Parties shall bear their own costs, including attorneys' fees, incurred in connection with the Litigation, the Commonwealth Court Appeal, and the Petition for Allowance of Appeal. The Parties agree that no bill of costs shall be filed in any court.

9. Effect on Sewer Charges. For the avoidance of doubt, and without limiting the Releases contained in Section 4. of this Agreement and Section 5. of this Agreement or the Acknowledgment of Termination, it is the intent of the Parties that: (A) any amounts owed by Wyeth under the 1984 Agreement shall be deemed paid; (B) no amounts are owed by Wyeth for sewer charges, whether under the 1984 Agreement or any other means of assessing such charges through the date of this Agreement; (C) through the date of this Agreement, no interest is due from Wyeth under either the 1984 Agreement or any Borough ordinance governing sewer charges and rates; (D) the Borough shall not be required to refund any amounts previously paid by Wyeth under the 1984 Agreement; (E) from and after the date of this Agreement, all charges for sewer service provided to the Wyeth Property shall be calculated according to the Borough's ordinance(s) governing sewer charges and rates in a manner consistent with charges for similarly situated dischargers; and (F) from and after the date of this Agreement, all sewer service

provided to the Wyeth Property shall be allocated and granted according to the Borough's ordinance(s) governing such sewer service and not under or pursuant to the 1984 Agreement. Notwithstanding the foregoing, nothing contained herein shall prevent the Borough and Wyeth (or Wyeth's successor-in-interest) from entering into a contract governing sewer service or rates with regard to the Wyeth Property.

10. Waiver. Each of the Parties for themselves and their respective predecessors, mortgagees, guests, invitees, successors and assigns and/or any individual or entity claiming by, through, under, or in concert with it, them or any of them, hereby expressly waives the provisions of any state, federal, or local law, statute or judicial decision providing in substance that releases shall not extend to causes of action which are unknown or unsuspected to exist at the time of the release.

11. Full and Final Resolution; Intention to Prevent Litigation; No Admission. This Agreement is intended to be, and shall be construed as, a full and final resolution of any and all matters whatsoever arising directly or indirectly out of, related in any manner or form whatsoever to, or connected in any way with, (A) any matter arising out of sewer services provided by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property prior to the date of this Agreement, and/or (B) the 1984 Agreement, and/or (C) the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal, and/or (D) any and all events related to any of them including, without limitation, those which were or could have been asserted in the Litigation, the Commonwealth Court Appeal, and/or the Petition for Allowance of Appeal. This Agreement is a compromise of disputed claims, and nothing set forth in this Agreement is, or shall be construed as, an admission of liability or any act of wrongdoing by the Borough, Wyeth, or Pfizer, or any of them, each of them stating affirmatively its respective (and their collective) intent merely to avoid litigation.

12. Authority.

A. Wyeth and Pfizer. The person(s) executing this Agreement on behalf of Wyeth and Pfizer have full and complete authority to do so, and to thereby fully and completely bind Wyeth and Pfizer to the terms and conditions of this Agreement, and such execution was heretofore duly authorized by all requisite corporate action of Wyeth and Pfizer.

B. Borough. This Agreement, and all right, title and interest, duties, obligations and responsibilities of the Borough under and pursuant to this Agreement, are and shall be contingent upon approval of this Agreement by Borough Council granted pursuant to a vote of Borough Council at a public meeting of that body held in compliance with the Pennsylvania Sunshine Act, 65 Pa.C.S.A. § 701 *et seq.*

13. No Third Party Beneficiaries. This Agreement is intended to inure to the benefit of, and may be enforced only by, the Parties, their respective successors and assigns, or any subsequent holder(s) of legal or equitable title to the Wyeth Property, who shall be deemed third-party beneficiaries of this Agreement. There are no other intended third party beneficiaries of this Agreement. This Agreement does not create any rights, claims or causes of action in any

individual or entity other than Wyeth, Pfizer, the Borough, and any subsequent holder(s) of legal or equitable title to the Wyeth Property.

14. Notices. Each notice and communication given under, pursuant to, or with regard to the subject matter of this Agreement shall be in writing and shall be given by either certified or registered mail, return receipt requested, or overnight commercial courier guaranteeing next Business Day delivery with delivery confirmation (charges prepaid), to the following addresses:

if to Wyeth and Pfizer:

Pfizer Inc.
235 East 42nd Street
New York, New York 10017-5755
Attn: General Counsel

with a required copy in all instances to:

DLA Piper LLP (US)
The Marbury Building
6225 Smith Avenue
Baltimore, Maryland 21209-3600
Attn: John E. Griffith, Jr., Esquire

if to the Borough:

Borough of West Chester
401 East Gay Street
West Chester, Pennsylvania 19380
Attn: Michael A. Cotter, Borough Manager

with a required copy in all instances to:

Buckley, Brion, McGuire & Morris LLP
118 West Market Street, Suite 300
West Chester, Pennsylvania 19382
Attn: Michael S. Gill, Esquire

Notice by overnight nationally recognized courier guaranteeing next Business Day delivery with positive package tracking and delivery confirmation (*i.e.* Federal Express, UPS, *etc.*) shall be deemed to have been given and received on the following Business Day. Notice by certified or registered mail shall be deemed to have been given and received five (5) Business Days after the date first deposited in the United States Mail with proper postage prepaid. A party may change its address by giving written notice to the other party as specified herein. When used in this Agreement, the term "Business Day" does and shall mean any day other than a Saturday, Sunday or legal holiday in the Commonwealth of Pennsylvania.

15. Governing Law; Venue and Jurisdiction. This Agreement is, and shall be, governed under and pursuant to the laws of the Commonwealth of Pennsylvania without regard to principles of conflicts of laws. Exclusive initial venue and jurisdiction for the resolution of any disputes regarding this Agreement shall lay with and in the Court of Common Pleas of Chester County.

16. Binding Effect. This Agreement is binding upon, and does and shall inure to the benefit of, Wyeth, Pfizer, and the Borough and each of its and their respective predecessors, successors, mortgagees, assigns, guests or invitees and/or any individual or entity claiming by, through, under or in concert with it, them or any of them.

17. Entire Agreement; No Amendment. This Agreement represents the entire agreement between the Parties with regard to the subject matter hereof and may not be amended except in a writing executed by each of the Parties or, as applicable, their respective successors or assigns.

[*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*]

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

BOROUGH OF WEST CHESTER,
a borough organized and existing
under and pursuant to the laws of
the Commonwealth of Pennsylvania

By: Borough Council
the duly elected and constituted
governing body thereof

By: _____
Name: Ellen B. Koopman
Title: President of Borough Council

WYETH PHARMACEUTICALS INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

PFIZER INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

EXHIBIT A

[FORM OF ACKNOWLEDGMENT OF TERMINATION]

ACKNOWLEDGMENT OF TERMINATION OF 1984 RECORDED AGREEMENT

This _____ day of May, 2016, the **BOROUGH OF WEST CHESTER,** Chester County, Pennsylvania, a political subdivision organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania (the "Borough"), and **WYETH PHARMACEUTICALS INC.**, a Delaware corporation ("Wyeth") (as successor-in-interest to Wyeth Laboratories Inc., a New York corporation ("Wyeth Laboratories")), collectively referred to herein as the Parties, hereby give notice and acknowledge that

WHEREAS, Wyeth is the owner of real property *situate* within the jurisdictional limits of the Borough, at the corner of East Nields and South Bolmar Streets, and known to the Board of Assessment of Chester County, Pennsylvania, as Tax Map Parcel No. 1-10-83 and Tax Map Parcel No. 1-10-235, respectively (collectively, the "Wyeth Property"); and

WHEREAS, on July 31, 1984, the Borough and Wyeth Laboratories entered into an agreement relating to the treatment of Wyeth's waste water and to the design, construction, financing, operation and maintenance of a waste water treatment plant located within the jurisdictional limits of the Borough and known, as of the date of this Agreement, as the Goose Creek Wastewater Treatment Plant (the "1984 Agreement"), including, without limitation, that which is recorded with the Chester County Office of the Recorder of Deeds at Deed Book Misc. 693, pages 379-412 and pages 449-459;

WHEREFORE, intending to be duly bound, the Borough and Wyeth have agreed and acknowledge that the 1984 Agreement was, for all intents and purposes, terminated and was of no further legal effect whatsoever as of December 31, 2011, such that no Party shall, as of and after that date, have (or be deemed to have) any right, title, interest, duty, obligation, or responsibility arising out of, or in any manner or form related to, the 1984 Agreement and/or the provision of sewer services by the Borough for the benefit of the Wyeth Facility and/or the Wyeth Property under or pursuant to the 1984 Agreement.

[*REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK*]

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

BOROUGH OF WEST CHESTER,
a borough organized and existing
under and pursuant to the laws of
the Commonwealth of Pennsylvania

By: Borough Council
the duly elected and constituted
governing body thereof

By: _____
Name: Ellen B. Koopman
Title: President of Borough Council

WYETH PHARMACEUTICALS INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

COMMONWEALTH OF PENNSYLVANIA :
ss
COUNTY OF CHESTER :

On this, the ____ day of September, 2012, before me, the undersigned officer, personally appeared **ELLEN B. KOOPMAN,** who acknowledged herself to be the President of Borough Council of the Borough of West Chester, the duly elected and constituted governing body of the **BOROUGH OF WEST CHESTER**, and that she, as such President, and being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Borough of West Chester by herself as President.

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

_____
Notary Public

My Commission Expires:

STATE OF NEW JERSEY :
: ss.
COUNTY OF _____ :

On May 17, 2016 before me, _____, Notary Public, personally appeared _____, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

_____
Notary Public

EXHIBIT B

[FORM OF PRAECIPE]

Nathan P. Heller (Pa. Bar ID 206338)
nathan.heller@dlapiper.com
John E. Griffith, Jr. (*pro hac vice*)
john.griffith@dlapiper.com
DLA PIPER LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103-7300
Tel: 215.656.3300
Fax: 215.656.3301

Guy Donatelli (Pa. Bar ID 44205)
gdonatelli@lambmcerlane.com
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381
Tel: 610.430.8000
Fax: 610.692.0877

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

WYETH PHARMACEUTICALS INC., a Delaware Corporation, successor to Wyeth Laboratories Inc., a New York Corporation,

Plaintiff,

v.

BOROUGH OF WEST CHESTER,

Defendant

and

PFIZER INC.,

Additional Defendant.

COURT OF COMMON PLEAS
CHESTER COUNTY

CIVIL ACTION

NO. 2012-03734-MJ

PRAECIPE TO DISCONTINUE, SETTLE, AND END WITH PREJUDICE

TO THE PROTHONOTARY:

Pursuant to Pa. R.C.P. 229, kindly mark all claims, counterclaims, and third-party claims asserted in the above-captioned matter settled, discontinued, and ended with prejudice.

Pursuant to Pa. R.A.P. 1973(b), the undersigned counsel hereby certify that the appeal taken from this Court's final judgment was discontinued in the Pennsylvania Supreme Court on May ___, 2016.

Dated: May, ___, 2016

Respectfully submitted,

Anthony M. Brichta
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 West Market Street, Suite 300
West Chester, PA 19382

Attorneys for Defendant Borough of West Chester

Nathan P. Heller, Esquire
John E. Griffith, Jr., Esquire (*pro hac vice*)
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

Guy Donatelli (Pa. Bar ID 44205)
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

Nathan P. Heller (Pa. Bar ID 206338)
nathan.heller@dlapiper.com
John E. Griffith, Jr. (*pro hac vice*)
john.griffith@dlapiper.com
DLA PIPER LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103-7300
Tel: 215.656.3300
Fax: 215.656.3301

Guy Donatelli (Pa. Bar ID 44205)
gdonatelli@lambmcerlane.com
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381
Tel: 610.430.8000
Fax: 610.692.0877

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

WYETH PHARMACEUTICALS INC., a Delaware Corporation, successor to Wyeth Laboratories Inc., a New York Corporation,

Plaintiff,

v.

BOROUGH OF WEST CHESTER,

Defendant

and

PFIZER INC.,

Additional Defendant.

COURT OF COMMON PLEAS
CHESTER COUNTY

CIVIL ACTION

NO. 2012-03734-MJ

CERTIFICATE OF SERVICE

I certify that, on May ___, 2016, I served complete copies of the foregoing Praecipe to Discontinue, Settle, and End, together with exhibits in support thereof, upon the following counsel of record via electronic means:

Anthony M. Brichta
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 West Market Street, Suite 300
West Chester, PA 19382

_____
Nathan P. Heller

EXHIBIT C

[FORM OF MOTION TO RELEASE BOND]

Nathan P. Heller (Pa. Bar ID 206338)
nathan.heller@dlapiper.com
John E. Griffith, Jr. (*pro hac vice*)
john.griffith@dlapiper.com
DLA PIPER LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103-7300
Tel: 215.656.3300
Fax: 215.656.3301

Guy Donatelli (Pa. Bar ID 44205)
gdonatelli@lambmcerlane.com
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381
Tel: 610.430.8000
Fax: 610.692.0877

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

WYETH PHARMACEUTICALS INC., a Delaware Corporation, successor to Wyeth Laboratories Inc., a New York Corporation,

Plaintiff,

v.

BOROUGH OF WEST CHESTER,

Defendant

and

PFIZER INC.,

Additional Defendant.

COURT OF COMMON PLEAS
CHESTER COUNTY

CIVIL ACTION

NO. 2012-03734-MJ

PRAECIPE FOR DETERMINATION

TO THE PROTHONOTARY:

Kindly submit the following matter to Judge Shenkin for determination:

Unopposed Motion of Plaintiff Wyeth Pharmaceuticals Inc. to Release Supersedeas Bond

Dated: May ___, 2016

_____

Nathan P. Heller
John E. Griffith, Jr. (*pro hac vice*)
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

Guy Donatelli
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc., Additional Defendant Pfizer Inc.

WYETH PHARMACEUTICALS INC., a Delaware Corporation, successor to Wyeth Laboratories Inc., a New York Corporation, Plaintiff, v. **BOROUGH OF WEST CHESTER,** Defendant and **PFIZER INC.,** Additional Defendant.	**COURT OF COMMON PLEAS** **CHESTER COUNTY** **CIVIL ACTION** **NO. 2012-03734-MJ**

ORDER

AND NOW, this ____ day of _____, 2016, upon consideration of the Unopposed Motion of Plaintiff Wyeth Pharmaceuticals Inc. to Release Supersedeas Bond, it is hereby ORDERED that the motion is GRANTED. Supersedeas Bond No. 9178382 posted by Wyeth in the above-captioned matter on November 20, 2014 is RELEASED. The Prothonotary is directed to return the bond to Wyeth and to mark the docket accordingly.

_____, J.
Judge of the Court of Common Pleas

Nathan P. Heller (Pa. Bar ID 206338)
nathan.heller@dlapiper.com
John E. Griffith, Jr. (*pro hac vice*)
john.griffith@dlapiper.com
DLA PIPER LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, PA 19103-7300
Tel: 215.656.3300
Fax: 215.656.3301

Guy Donatelli (Pa. Bar ID 44205)
gdonatelli@lambmcerlane.com
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381
Tel: 610.430.8000
Fax: 610.692.0877

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

WYETH PHARMACEUTICALS INC., a Delaware Corporation, successor to Wyeth Laboratories Inc., a New York Corporation,

Plaintiff,

v.

BOROUGH OF WEST CHESTER,

Defendant

and

PFIZER INC.,

Additional Defendant.

COURT OF COMMON PLEAS
CHESTER COUNTY

CIVIL ACTION

NO. 2012-03734-MJ

UNOPPOSED MOTION OF PLAINTIFF WYETH PHARMACEUTICALS INC. TO RELEASE SUPERSEDEAS BOND

Plaintiff Wyeth Pharmaceuticals Inc. ("Wyeth") hereby moves for release of Supersedeas Bond No. 9178382, posted with the Prothonotary in the above-captioned matter on November 20, 2014, and in support thereof states as follows:

1. This matter arises from an agreement executed on July 31, 1984 (the "Agreement") between Wyeth and Defendant Borough of West Chester ("the Borough") relating to treatment by the Borough of wastewater generated at a pharmaceutical manufacturing facility previously owned by Wyeth and located within the jurisdictional limits of the Borough.

2. Certain disputes regarding the Agreement arose between Wyeth and the Borough, and, April 11, 2012, Wyeth commenced the above-captioned litigation seeking (a) a declaratory judgment that the Agreement was terminated and (b) a refund of alleged overcharges issued by the Borough thereunder.

3. The Borough instituted a counterclaim seeking (a) a declaratory judgment that the Agreement remained in effect and (b) payment by Wyeth of alleged past due and future amounts thereunder. The Borough also joined Wyeth's indirect parent company, Pfizer Inc. ("Pfizer") as an additional defendant.

4. On November 5, 2014, this Court entered a final order and judgment in the Borough's favor on all claims brought by and against Wyeth. The Court entered a final judgment and order on all claims brought by the Borough against Pfizer.

5. On November 19, 2014, Wyeth filed a timely notice of appeal of that judgment to the Pennsylvania Commonwealth Court.

6. On November 20, 2014, pursuant to Pa. R.A.P. 1731(a), Wyeth posted Supersedeas Bond No. 9178382 issued by the Fidelity and Deposit Company of Maryland. That bond presently remains on file with the Prothonotary of this Court.

7. On November 5, 2015, the Pennsylvania Commonwealth Court issued an opinion and order reversing the judgment of this Court and remanding this matter for further proceedings.

8. The Borough subsequently filed a timely petition for allowance of appeal to the Pennsylvania Supreme Court.

9. On May ___, 2016, Wyeth, Pfizer, and the Borough executed a settlement agreement that fully resolves all disputes between them related to the Agreement and concludes all proceedings before this Court, the Commonwealth Court, and the Supreme Court.

10. On May ___, 2016, the Borough filed a praecipe to discontinue its petition for allowance of appeal in the Supreme Court pursuant to Pa. R.A.P. 1973(a). *See* Praecipe to Discontinue Appeal, attached as Exhibit A.

11. On May ___, 2016, Wyeth and the Borough jointly filed a praecipe to discontinue, settle, and end with this Court pursuant to Pa. R.C.P. 229. *See* Praecipe to Discontinue, Settle, and End, attached as Exhibit B.

12. Because this case has been settled and all appellate proceedings are concluded, Wyeth requests that the Court enter an order releasing Supersedeas Bond No. 9178382 and directing the Prothonotary to return that Bond to Wyeth.

13. Counsel for the Borough has affirmatively advised that the Borough does not oppose this motion.

14. Pfizer likewise does not oppose the requested relief.

WHEREFORE, Wyeth respectfully requests that the Court enter an order releasing Supersedeas Bond No. 9178382 issued by the Fidelity and Deposit Company of Maryland and directing the Prothonotary to release that bond to Wyeth and mark the docket accordingly.

Respectfully submitted,

Dated: May ____, 2016

_____

Nathan P. Heller, Esquire
John E. Griffith, Jr., Esquire (*pro hac vice*)
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

Guy Donatelli (Pa. Bar ID 44205)
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381

Attorneys for Plaintiff Wyeth Pharmaceuticals Inc. and Additional Defendant Pfizer Inc.

Nathan P. Heller (Pa. Bar ID 206338)
nathan.heller@dlapiper.com
John E. Griffith, Jr. (*pro hac vice*)
john.griffith@dlapiper.com
DLA PIPER LLP (US)
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CERTIFICATION OF UNOPPOSED MOTION AND STIPULATION OF COUNSEL
PURSUANT TO C.C.R.C.P. 208.2(d) AND 208.3(a)(4)(ii)

Pursuant to C.C.R.C.P. 208.2(d), counsel for Wyeth hereby certifies that counsel for the Borough has affirmatively advised that there are no objections to the relief sought in the foregoing motion and proposed order.

Additionally, pursuant to C.C.R.C.P. 208.3(a)(3)(ii), counsel for Wyeth, Pfizer, and the Borough hereby stipulate that the relief sought in the foregoing motion and proposed order is appropriate and may properly be granted by the Court.

Dated: May, ___, 2016

Respectfully submitted,

Anthony M. Brichta
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 West Market Street, Suite 300
West Chester, PA 19382

Attorneys for Defendant Borough of West Chester

Nathan P. Heller, Esquire
John E. Griffith, Jr., Esquire (*pro hac vice*)
DLA Piper LLP (US)
One Liberty Place
1650 Market Street, Suite 4900
Philadelphia, Pennsylvania 19103

Guy Donatelli (Pa. Bar ID 44205)
LAMB McERLANE PC
24 East Market Street
West Chester, PA 19381

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CERTIFICATE OF SERVICE

I certify that, on May ___, 2016, I served complete copies of the foregoing Unopposed Motion of Plaintiff Wyeth Pharmaceuticals, Inc. for Release of Supersedeas Bond, together with exhibits in support thereof, upon the following counsel of record via electronic means:

Anthony M. Brichta
BUCKLEY, BRION, McGUIRE & MORRIS LLP
118 West Market Street, Suite 300
West Chester, PA 19382

_____
Nathan P. Heller