

INVITATION TO BID
FOR THE PURCHASE OF
THE FORMER STATE CORRECTIONAL INSTITUTION AT CRESSON
SOLICITATION #94836



Date of Issue:

September 13, 2016

Issuing Office:

Department of General Services
Bureau of Real Estate
401 North Street, Room 503 North Office Building
Harrisburg, Pennsylvania 17120
(717) 787-1321



September 13, 2016

Re: Bid Offering for the former "State Correctional Institution (SCI) – Cresson" property containing Six (6) Tracts totaling 328.46-acres \pm with Main Building Improvements containing 443,202 SF \pm Tax Parcel Numbers 16-004.-100.000 & 16-004.-100.001
301 Correction Road, Cresson, PA 16630
Cresson & Juniata Townships, Cambria & Blair Counties, Pennsylvania

Dear Interested Bidder:

I appreciate your interest in the purchase of the property formerly known as SCI Cresson. Enclosed are the forms for submitting a bid offering. To be considered for the purchase of the property, your minimum bid offering must meet or exceed the sum of **\$500,000.00**. The property will be awarded to the highest responsible bidder who must execute an Agreement of Sale with the Department of General Services (DGS) within 15 calendar days of the DGS notice of award. A certified check, made payable to the Commonwealth of Pennsylvania for two percent (2%) of your bid offering, must accompany your bid submission.

Should you be the successful bidder and later decide you do not want the property, cannot obtain financing, or, for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited. The successful bidder, upon full execution of an Agreement of Sale by all parties, will be required to submit a three percent (3%) deposit towards the purchase price of the property.

DGS will reject any bid that is not received by the deadline, does not have the required 2% bid guarantee or does not meet the minimum bid offering. In addition, DGS reserves the right, in its sole discretion, to reject any or all bids in accordance with the best interests of DGS. If you are not the successful bidder, your 2% bid guarantee will be returned. All bids whether delivered or sent by mail, must be received in the bid opening room on or before 3:00 PM on **Tuesday, December 13, 2016**. The bid opening room is 503 North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail their bid, you should allow adequate time for delivery. **Bids should be mailed to:** Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17120. All bid envelopes should be clearly marked "**Solicitation #94836 - SCI CRESSON Property**" on the outside of the mailer package. All bids received after 3:00 PM, Tuesday, December 13, 2016 will be rejected, and returned. **Bids will be opened on Tuesday, December 13, 2016 at 3:00 PM in Rm. 503 North Office Building, Harrisburg, Pennsylvania.**

Thank you for your interest in the purchase of the property and I look forward to receiving your offer. Should you have any questions regarding the bid process, please contact me at (717) 787-1321.

Sincerely,

Lisa M. Kettering
Real Estate Property Coordinator
Bureau of Real Estate
lkettering@pa.gov

Bureau of Real Estate

503 North Office Building | Harrisburg, PA 17120-001 | 717.787.1321 | F 717.783.7127 | www.dgs.pa.gov

INVITATION TO BID INSTRUCTIONS

SCI - CRESSON

**Six (6) Tracts Containing 328.46-Acres \pm and Buildings Containing 443,202 SF \pm
301 Correction Road, Cresson, PA 16630
Cresson & Juniata Townships, Cambria & Blair Counties
Tax Parcel Numbers 16-004.-100.000 & 16-004.-100.001**

1. Pursuant to Act 48 of 1981, the Department of General Services (DGS) will conduct a public sale of Commonwealth property consisting of approximately 328.46 acres \pm of land and buildings containing 443,202 square feet \pm . The property is located in Cresson and Juniata Townships, Cambria and Blair Counties, Commonwealth of Pennsylvania. The property, including the buildings and other improvements, will be sold on an **“as-is” basis**.
2. Minimum acceptable bid is **\$500,000.00**. A certified check made payable to the “Commonwealth of Pennsylvania” for 2% of your bid offering must accompany your bid.
3. All bids, whether delivered or sent by mail, **must be received in the bid opening room on or before 3:00 P.M. on Tuesday, December 13, 2016**. The bid opening room is located in Room 503, North Office Building, Harrisburg, Pennsylvania. If a bidder decides to mail the bid, the bidder should allow adequate time for delivery. Bids should be mailed to Department of General Services, Bureau of Real Estate, 401 North Street, Room 503 North Office Building, Harrisburg, Pennsylvania, 17120. All bid envelopes should be clearly marked with **“Solicitation #94836 - SCI CRESSON Property”** on the outside of the mailer package. All bids received after 3:00 P.M. Tuesday, December 13, 2016, will be rejected, and returned.
4. Bids will be opened on **Tuesday, December 13, 2016** in Room 503, North Office Building, Harrisburg, Pennsylvania at **3:00 P.M.**
5. Bids must be firm. If a bid is submitted with conditions or exceptions or not in conformance with the terms and conditions in this invitation to bid, it shall be rejected.
6. Inspection of the property may be arranged by contacting: Lisa Kettering, DGS, Bureau of Real Estate, 717.787.1321.
7. Bids must be signed by an individual(s) authorized to sign the bid on behalf of the bidder. When applicable, the bidder must complete and submit, with your bid, the [Buyer Identity Disclosure](#) (form attached).
8. DGS will accept only one [Bid Offering](#) (form attached) from each bidder. If a bidder submits more than one bid offering, DGS shall accept the highest responsible bid submitted and reject any lower bid offerings. A fully completed [W-9](#) (form attached) must be submitted with your bid offering. A [Non-Collusion Affidavit](#) (form attached) must be completed, notarized and submitted with your bid offering.
9. The attached Bid Offering form is to be fully completed and dated. Unless all bids are rejected, award will be made to the highest responsible bidder. Tie bids will be broken by the Secretary of General Services. The Agreement of Sale will be consummated with the awarded bidder. The highest responsible bidder must be current in the payment of taxes or

other fiscal obligations owed to the Commonwealth of Pennsylvania. **The right to reject any or all bids and to rebid is hereby reserved.**

10. The awarded bidder will have 15 calendar days following the notice of award to enter into an Agreement of Sale with the Commonwealth. Failure to enter into an Agreement of Sale within this period may result in rejection of the bid and the Department may proceed to the next highest responsible bidder. The second highest responsible bidder will have 15 calendar days and so on.
11. The Commonwealth of Pennsylvania will not pay reimbursement expenses to Real Estate Brokers. These fees must be paid by the purchaser should a Real Estate Broker be used.
12. The Commonwealth will ***not*** be responsible for abatement or removal of any hazardous materials located on the premises, including, but not limited to, the buildings and other improvements on the property.
13. Asbestos Survey Reports, dated 1992, and a Phase I Environmental Site Assessment dated May 4, 2016 are available for review at the property. The Executive Summary from the Phase I Environmental Site Assessment is included in APPENDIX B. **DGS does not guarantee the accuracy of the environmental reports and is not responsible for discrepancies between the reports and existing conditions.**
14. The Commonwealth will retain all oil, gas, and mineral rights to the subject property in accordance with Act 48 of 1981 (P.L. 143, No. 48: 71 Section 651.5(6)).
15. The Commonwealth shall reserve the following two (2) utility easements for the benefit of the Redevelopment Authority of Cambria County, owner of Proposed Lot 3.
 - (a) 50' Water Line R-O-W and Storage Easement; and
 - (b) 100' overhead Electric Easement across lands of Proposed Lots 4 & 5 and Parcel C.

The easements are depicted on Sheet 2 of the Final Subdivision/Lot Addition/Street Dedication Plan for the Lands of Commonwealth of Pennsylvania (Plan), dated December 22, 2015 and recorded February 8, 2016 in Plat Book 11 at Page 89, File Number 2016-00001420. Said Plan is attached to this Solicitation under separate files.

16. The Commonwealth has dedicated Correction Road, as depicted on Sheet 4 of the Final Subdivision/Lot Addition/Street Dedication Plan for the Lands of Commonwealth of Pennsylvania (Plan referenced above), to Cresson Township by Deed of Dedication recorded September 12, 2016, in Cambria County Recorder of Deeds Office in DB 2764, Page 607.
17. **NOTE:** The Commonwealth will be removing the modular kitchen from the Secure Treatment Unit. This equipment is *not* included in the sale of the property.

Also, interested bidders should be advised that the Department of Corrections removed certain fixtures from various buildings throughout the SCI-Cresson complex for use at other Commonwealth-owned State Correctional Institutions. As such, interested bidders are encouraged to tour the property, following the instruction set forth herein, before placing a bid with the Department of General Services.

18. Included as APPENDIX C is a Site Plan with corresponding Building Information.
19. The Commonwealth and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by it or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein. All verbal communication by employees or agents of the Commonwealth of Pennsylvania is for information purposes only. DGS does not guarantee the accuracy or the validity of the information conveyed by its employees or agents.
20. In the event it becomes necessary to revise any part of this Invitation to Bid (ITB) an amendment will be issued to all interested parties who received the original ITB. **For interested parties who download the ITB from the DGS website, it will be the interested party's responsibility to check the website for amendments to the ITB prior to submission of their proposal.**

Bid Offering

SCI CRESSON

**301 Correction Road, Cresson, PA 16630
Cresson & Juniata Townships, Cambria & Blair Counties**

Minimum Acceptable Bid Offering \$500,000.00

Dollar Amount of Bid - \$_____

THE PROPERTY WILL BE SOLD "AS-IS"

Should you be the successful bidder, and later decide you do not want the property, cannot obtain financing, or for whatever reason, have not executed an Agreement of Sale within the allotted timeframe, your 2% deposit will be forfeited.

In compliance with the Invitation to Bid and subject to the terms and conditions hereof, the undersigned offers and agrees, if this bid is accepted, to purchase the property described in this Invitation to Bid at the bid price indicated above.

CORPORATION:

DATE: _____

ATTEST:

Signature

Corporation Name (SEAL)

Print Name

Title

Home, Work or Cell Phone

Home, Work or Cell Phone

Email

Email

INDIVIDUALS:

PARTNERSHIP:

Bidder's Name

Partnership Name

Signature of Bidder

Signature of Managing Partner

Address

Address

Home, Work or Cell Phone

Home, Work or Cell Phone

Email

Email

You must complete the W-9 form attached with either your Social Security Number or your Federal Identification Number.

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>	
	5 Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. **TIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$800 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ²
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____ ("the firm") and that I am authorized to make this affidavit on behalf of the firm, and its owners, directors, and officers. I am the person responsible in the firm for the price(s) in this bid.

I state that:

(1) The price(s) in this bid were arrived at independently and without consultation, communication or agreement with any other bidder or potential bidder.

(2) No assistance or cooperation was provided to, nor did the firm/individual act as a consultant or contractor to, any other entity or affiliate that is/was a bidder or potential bidder relative to this transaction.

(3) Neither the price(s) and neither the approximate price(s) have been disclosed to any other firm or person who is a bidder or potential bidder, and they were not disclosed before bid opening or the quote receipt date.

(4) No attempt was made to induce any firm or person to refrain from bidding or submitting a quote on this contract or to submit any intentionally high or noncompetitive bid or quote or other form of complementary bid.

(5) The price(s) of the firm are offered in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid or quote.

(6) The firm, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or any public contract.

I state that the firm understands and acknowledges that the above representations are material and important, and will be relied on by the Department of General Services in awarding the contract for which the bid was submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Department of General Services of the true facts relating to the submission of this bid.

Non-Collusion Affidavit Continued
Page 2 of 2

Verified Declaration – I understand that by submitting this completed Non-Collusion Affidavit to the Pennsylvania Department of General Services, I am agreeing to be bound by the following declaration: “I declare that all of the information provided in this affidavit, and on any other required supplement or document also provided by me, is complete, accurate, true and correct. I make this declaration subject to the penalties of 18 PA.C.S. 4904 relating to unsworn falsification to authorities.”

The Firm or Individual(s)

Signature

Signatory's Name

Signatory's Title

BUYER IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your bid.

Date _____

NAME OF BUYER: _____

BUYER FEDERAL I.D. #: _____

Please indicate the legal status of your company and complete the appropriate section(s):

___ Corporation (Complete Section A) ___ Partnership (Complete Section C) ___ Sole Proprietor (Complete Section D)

___ Limited Liability Company (Complete Section B) ___ Limited Liability Partnership (Complete Section C)

A. CORPORATION: Provide the names of all officers of the corporation and all stockholders of greater than 5% below and the percent of stock held by each. Attach additional sheets if needed.

NAME: _____

TITLE: PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: SECRETARY _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

TITLE: TREASURER _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

NAME: _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

B. LIMITED LIABILITY COMPANY (L.L.C.): Provide the name of each member of the L.L.C. For L.L.C.s managed by a manager, please identify the manager.

NAME: _____

TITLE: _____ ☐ Member ☐ Manager

ADDRESS: _____

NAME: _____

TITLE: _____ ☐ Member ☐ Manager

ADDRESS: _____

NAME: _____

TITLE: _____ ☐ Member ☐ Manager

ADDRESS: _____

NAME: _____

TITLE: _____ ☐ Member ☐ Manager

ADDRESS: _____

C. PARTNERSHIP or Limited Liability Partnership (L.L.P.): List all general, limited or special partners. Identify any managing partner.

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)
SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)
SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED,

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED,

ADDRESS: _____

D. SOLE PROPRIETOR: If the bidder is a sole proprietorship, individual or owner doing business under any name or designation other than that of the name of the individual bidder.

BUSINESS NAME: _____

SIGNATURE OF SOLE PROPRIETOR/INDIVIDUAL/OWNER: _____

ADDRESS: _____

APPENDIX A

“SAMPLE”

AGREEMENT OF SALE

DRAFT

AGREEMENT OF SALE

By and Between

**COMMONWEALTH OF PENNSYLVANIA,
DEPARTMENT OF GENERAL SERVICES**

AND

THIS AGREEMENT, dated _____, 20____, is entered into by and between the **COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF GENERAL SERVICES**, Room 515 North Office Building, 401 North Street, Harrisburg, Pennsylvania 17120, hereinafter referred to as "**Seller**",

AND

_____, _____, _____,
_____, _____, hereinafter referred to as "**Buyer**".

WITNESSETH THAT:

WHEREAS, *Act 48 of 1981* authorizes the Department of General Services to convey title to the property; and

WHEREAS, Seller desires to sell to Buyer the property consisting of six (6) tracts of land containing approximately 328.46 acres more or less and improvements containing approximately 443,202 square feet, known as the former "State Correctional Institution (SCI) - Cresson", located in Cresson and Juniata Townships, Counties of Cambria and Blair, Commonwealth of Pennsylvania, shown as Parcel D Modified Lot 1, Proposed Lot 4, Proposed Lot 5, Parcels A, B and C on the attached Final Subdivision/Lot Addition/Street Dedication Plan, dated December 22, 2015, revised February 2, 2016, and recorded in Plat Book 11 at Page 89 File Number 2016-00001420, made a part hereof and marked as **Exhibit "A"**, hereinafter referred to as the "**Plan**", and also described in the attached property description, made a part hereof and marked as **Exhibit "B"**, hereinafter referred to as the "**Premises**"; and

WHEREAS, Buyer desires to purchase the Premises from Seller;

NOW, THEREFORE, in consideration of the Premises and the mutual covenants and promises herein contained and intending to be legally bound hereby, the parties hereto promise, covenant and agree as follows:

EXAMPLE:

- (1) **Consideration.** The purchase price is **\$500,000.00**, which shall be paid to Seller by Buyer as follows:

a.	A two percent (2%) bid guarantee which has already been paid	\$ 10,000.00
b.	Cash or certified check within five (5) business days after Buyer receives this fully executed Agreement (3% of purchase price)	\$ 15,000.00
c.	Cash, certified check or cashier's check at time of final Settlement and delivery of the Deed	\$475,000.00
	Total	<hr/> \$500,000.00

The Comptroller of the Department of General Services, pending Settlement, shall hold the 5% deposit in escrow.

- (2) **Closing.** Time is hereby agreed to be of the essence. Unless otherwise agreed upon in writing by the parties, closing shall occur within ninety (90) calendar days from the execution of this Agreement by the Secretary of General Services. The date the Secretary of General Services executes this Agreement shall establish the "**Execution Date.**"
- (3) **Default of Buyer.** Should Buyer violate or fail to fulfill and perform any of the terms or conditions of this Agreement, then and in that case, any and all sums paid by Buyer under this Agreement may be retained in full by Seller as liquidated damages for such breach. In such event, both parties shall be released from further liability or obligation hereunder, and this Agreement shall become null and void.
- (4) **Default of Seller.** In the event that title to the Premises cannot be conveyed by Seller to Buyer at settlement in accordance with the requirements of this Agreement or closing does not occur as provided herein or Seller is otherwise in default in the performance of the provisions hereof, Buyer may either (a) disregard such default and perform this Agreement by accepting said title and the Premises in such condition as Seller can convey without abatement in price, or (b) rescind this Agreement and recover all sums paid on account of the Purchase Price without interest. In the latter event, there shall be absolutely no further liability or obligation by either party hereunder, and this Agreement shall become null and void.

- (5) **Transfer Taxes.** Seller is exempt by law from paying realty transfer taxes. Such exemption shall not relieve Buyer from liability for realty transfer tax. The realty transfer tax due in connection with the transaction contemplated by this Agreement shall be paid by Buyer at Settlement.
- (6) **Real Estate Taxes.** Seller is exempt from the payment of real estate taxes. Such exemption shall not relieve Buyer from liability for the entire tax upon transfer of title to the Premises.
- (7) **Utilities.** Water, sewer, and electrical charges, if any, shall be apportioned between the parties as of the date of final settlement.
- (8) **Warranties.** The title is to be good and marketable and such as will be insured by any responsible title insurance company, licensed to do business in Pennsylvania, at regular rates, and the Premises shall be conveyed to Buyer by Special Warranty Deed warranting said Premises to be free from all liens and encumbrances, except as may be otherwise herein stated, but to be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of road, zoning regulations, ordinances, statutes and regulations of any constituted public authority, now in force or which may be passed prior to final settlement.
- (9) **Covenants, Conditions and Restrictions.**
- (A) The deed of conveyance shall contain the following covenant:
- “RESERVING AND EXCEPTING therein and thereout of all the oil, gas and mineral rights unto the GRANTOR herein, its successor and assigns in accordance with Section 2405-A(6) of the Administrative Code of 1929, as amended, 71 P.S. §651.5(6). The provisions of this paragraph shall run with the land in perpetuity.”
- (B) Seller shall reserve a 50' Water Line R-O-W and Storage Easement, as shown on Sheet 2 of the attached Plan, for the benefit of the Redevelopment Authority of Cambria County, property owner of Proposed Lot 3.
- (C) Seller shall reserve a 100' overhead Electric Easement across lands of Proposed Lots 4 & 5 and Parcel C, as shown on Sheet 2 of the attached Plan, for the benefit of the Redevelopment Authority of Cambria County, property owner of Proposed Lot 3.
- (D) The modular kitchen located at the Secure Treatment Unit building will be removed prior to Settlement. This equipment is not included in the sale of the property.
- (E) To Seller's knowledge, there is no Zoning.

- (F) Buyer acknowledges that this Agreement is subject to final execution by the Office of General Counsel, Office of Attorney General and Secretary of General Services and that until properly signed, executed and approved by these officials or their authorized designees, the Purchase Agreement will not be valid.
- (10) **Costs.** Seller agrees to prepare the Deed. All costs and expenses relating to Buyer's title examination or the purchase of title insurance shall be the sole responsibility of the Buyer.
- (11) **Assignment.** Buyer may not assign its rights hereunder, without the prior written consent of Seller.
- (12) **Condition of Premises.** Buyer acknowledges that it has entered into this Agreement with the knowledge that the Premises will be acquired on an “AS IS” basis, that it has had the opportunity to inspect the Premises, and that said Premises are being purchased as a result of said inspection and not as a result of any advertisement, hand bill or representation, either oral or written, made by the Seller. Buyer agrees that Seller and its employees shall not be liable for any error in any advertisement, hand bill or announcement made by Seller or its employees, nor for any agreement, condition, representation or stipulation, oral or written, not specifically set forth herein.
- (13) **Care of Premises.**
- (A) Between the Execution Date and the date of Closing, Seller shall perform all customary and ordinary repairs to the Premises as Seller customarily previously performed, so as to maintain it in substantially the same condition as it is as of the Execution Date, as such condition shall be changed by wear and tear, damage by fire or other casualty or by eminent domain. Notwithstanding the foregoing, Seller shall have no obligation to make any structural or extraordinary repairs or capital improvements to the Premises between the Execution Date and the date of Settlement.
- (B) From and after the date of this Agreement until the date of Closing, the Seller shall materially comply with all state and municipal laws, ordinances, regulations and orders or notices of violations relating to the subject Premises, except that compliance may be postponed while Seller is in good faith contesting the validity of said orders or notices.
- (14) **Risk of Loss.** Risk of loss shall remain with Seller until Settlement. In the event of material damage to the Premises that affects the value of the Premises by fire or other casualty, Buyer shall have the option of terminating this Agreement or accepting the Premises in its then condition by paying a reduced purchase price if the parties can mutually agree upon a reduced purchase price.

(15) **Miscellaneous.**

- (A) Seller agrees to furnish to the Buyer all title data which Seller may have, including but not limited to deeds, maps, surveys, plans, abstracts, title reports and title policies.
- (B) Buyer shall receive possession of the Premises at the time of closing by delivery of the Deed and such keys as Seller may possess at that time. Prior to Settlement, Buyer shall have the right, at reasonable times and upon reasonable notice to Seller, to enter upon the Premises for purposes of inspecting the Premises or any conditions existing thereon.
- (C) Neither party hereto has dealt with or through any real estate broker or agent in connection with this transaction. In the event that any real estate broker or agent claims a commission as a result of this transaction, the party with whom said broker or agent allegedly dealt shall have the responsibility for defending against and, if unsuccessful, paying the claim of such broker or agent.

(16) **Recording.** This Agreement shall *not* be recorded by Seller or Buyer in the Recorder of Deeds of Cambria County or other public office of record.

(17) **Right-to-Know.**

- (A) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement.
- (B) If the Seller needs the Buyer's assistance in any matter arising out of the RTKL related to this Agreement, it shall notify the Buyer using the legal contact information provided in this Agreement. The Buyer, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Seller.
- (C) Upon written notification from the Seller that it requires the Buyer's assistance in responding to a request under the RTKL for information related to this Agreement that may be in the Buyer's possession, constituting or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Buyer shall:
 - (1) Provide the Seller, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Buyer's possession arising out of this Agreement that the Seller reasonably believes is Requested Information and may be a public record under the RTKL; and
 - (2) Provide such other assistance as the Seller may reasonably request, in order to comply with the RTKL with respect to this Agreement.

- (D) If the Buyer considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Buyer considers exempt from production under the RTKL, the Buyer must notify the Seller and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Buyer explaining why the requested material is exempt from public disclosure under the RTKL.
 - (E) The Seller will rely upon the written statement from the Buyer in denying a RTKL request for the Requested Information unless the Seller determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Seller determine that the Requested Information is clearly not exempt from disclosure; the Buyer shall provide the Requested Information within five (5) business days of receipt of written notification of the Buyer's determination.
 - (F) If the Buyer fails to provide the Requested Information within the time period required by these provisions, the Buyer shall indemnify and hold the Seller harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller.
 - (G) The Seller will reimburse the Buyer for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
 - (H) The Buyer may file a legal challenge to any Seller decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Buyer shall indemnify the Seller for any legal expenses incurred by the Seller as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Seller may incur as a result of the Buyer's failure, including any statutory damages assessed against the Seller, regardless of the outcome of such legal challenge. As between the parties, the Buyer agrees to waive all rights or remedies that may be available to it as a result of the Seller's disclosure of Requested Information pursuant to the RTKL.
 - (I) The Buyer's duties relating to the RTKL are continuing duties that survive the expiration of this Agreement and shall continue as long as the Buyer had Requested Information in its possession.
- (18) **Subsequent Liens and Ordinances.** Any notices or ordinances filed subsequent to the date of settlement by any governing authority for which a lien could be filed are to be complied with at the expense of the Buyer, provided that Buyer

takes title hereunder. Any such notices or ordinances filed before the date of settlement are to be complied with at the expense of the Seller.

(19) **Representations and Warranties of Seller.** Seller, to induce Buyer to enter into this Agreement and to complete settlement, makes the following representations and warranties to Buyer, which representations and warranties are true and correct as of the date of this Agreement, and shall be true and correct at and as of the date of settlement in all respects as though such representations and warranties were made both at and as of the date of this Agreement, and at and as of the date of settlement.

- (A) Seller has not received any notice from any insurance company which has issued a policy with respect to the Premises or from any board of fire underwriters (or other body exercising similar functions) claiming any defects or deficiencies in the Premises or suggesting or requesting the performance of any repairs, alterations or other work to the Premises.
- (B) There are no leases, service equipment, supply, security, maintenance, or other agreements with respect to or affecting the Premises, which shall be binding upon Buyer or with respect to the Premises from and after the date of Settlement.
- (C) There is no action, suit or proceeding pending or, to the knowledge of Seller, threatened against or affecting Seller with respect to the Premises or any portion thereof or relating to or arising out of the ownership, management or operation of the Premises, in any court or before or by any federal, state, county or municipal department, commission, board, bureau or agency or other governmental instrumentality.
- (D) Seller has not received any notice of any condemnation proceeding or other proceedings in the nature of eminent domain ("Taking") in connection with the Premises and, to Seller's knowledge, no Taking has been threatened.
- (E) All contractors, subcontractors and other persons or entities furnishing work, labor, materials or supplies for the Premises have been paid in full, and there are no claims against the Seller or the Premises in connection therewith.
- (F) The undersigned represents and warrants that they have full power and authority to execute and deliver this Agreement on behalf of Seller.
- (G) Seller has disclosed to Buyer, Seller's belief, that although no testing has been conducted by Seller, it is highly likely that lead-based paint or lead-based paint hazards are present in or about the Premises. Buyer agrees that Seller has offered Buyer opportunity to conduct a risk assessment or inspection of the Premises to determine the presence of lead-based paint and/or lead-based paint hazards.

- (20) **Release.** Buyer hereby releases, quit claims and forever discharges Seller and its agents and employees, from any and all claims, losses, or demands, including, but not limited to, personal injuries and property damage and all of the consequences thereof, whether now known or not, which may arise from the presence of termites or other wood boring insects, lead-based paint hazards, environmental hazards, or any defects or conditions on the Premises. This Release shall survive settlement.

SUBJECT TO THE FOREGOING, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective representatives, successors and/or assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on

_____, 20_____.

ATTEST:

BUYER:

ATTEST:

SELLER:

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES**

Curt Topper
Secretary

DATE

**Approved as to Form and
Legality:**

Office of Chief Counsel
Department of General Services

Office of General Counsel

Office of Attorney General

APPROVED:

GOVERNOR

Sheet 3

Sheet 4

Exhibit “A”



Property Description

Exhibit "B"

PARCEL D, MODIFIED LOT 1

BEGINNING at a metal stake at the southwest corner of lands now or formerly of the Township of Cresson; thence along lands now or formerly of the Township of Cresson, Cresson Ridge Inc., Michael Nagle and the United States of America South 70°58'34" East, a distance of 3,358.16 feet to a concrete monument; thence along lands now or formerly of Todd J. Morchesky South 23°57'03" West, a distance of 3,344.08 feet to an iron pin; thence along lands now or formerly of Todd J. Morchesky North 70°57'40" West, a distance of 3,402.91 feet to the southeast corner of Proposed Lot 3 of the Final Subdivision/Lot Addition/Street Dedication Plan For the Lands of Commonwealth of Pennsylvania, recorded February 8, 2016, in the Cambria County, Pennsylvania Recorder of Deeds office in Plat Book 11 at Page 89 File Number 2016-00001420; thence along Proposed Lot 3 of said plan the following two (2) courses and distances: North 22°21'51" East, a distance of 2,569.55 feet to a point; thence North 54°21'06" East, a distance of 600.83 feet to a point on the western right-of-way line of the Proposed 80' right-of-way for dedication to Cresson Township of the above mentioned plan; thence following the said Proposed 80' right-of-way line the following five (5) courses and distances: following a curve to the right having a radius of 25.00 feet, a distance of 22.58 feet and having a chord bearing and distance of South 09°46'18" East, 21.82 feet to a point; thence following a curve to the left having a radius of 80.00 feet, a distance of 395.85 feet and a chord bearing and distance of North 54°21'06" East, a distance of 99.05 feet to a point; thence following a curve to the right having a radius of 25.00 feet, a distance of 22.58 feet and having a chord bearing and distance of North 61°31'30" West, 21.82 feet to a point; thence North 35°38'54" West, a distance of 80.67 feet to a point; thence following a curve to the right having a radius of 487.25 feet, a distance of 220.87 feet and having a chord bearing and distance of North 22°39'44" West, 218.99 feet to a metal stake, the place of BEGINNING.

CONTAINING: 11,321,139.76 square feet or 259.90 acres

PROPOSED LOT 4

BEGINNING at an iron pin on the southern legal right-of-way line of Admiral Peary Highway (SR 2014), pin also being the northwest corner of lands now or formerly of the Township of Cresson; thence along lands now or formerly of the Township of Cresson South 18°25'38" West, a distance of 1,156.41 feet to a metal stake on the eastern Proposed 80' right-of-way line for dedication to Cresson Township of the Final Subdivision/Lot Addition/Street Dedication Plan For the Lands of Commonwealth of Pennsylvania, recorded February 8, 2016, in the Cambria County, Pennsylvania Recorder of Deeds office in Plat Book 11 at Page 89 File Number 2016-00001420; thence following the said eastern right-of-way line the following six (6) courses and distances: following a curve to the right having a radius of 487.25 feet, a distance of 100.48 feet and having a chord bearing and distance of North 03°46'05" West, 100.30 feet to a point; thence North 02°08'22" East, a distance of 692.62 feet to a point; thence following a curve to the left having a radius of 240.00 feet, a distance of 159.41 feet and having a chord bearing and distance of North 16°53'19" West, 156.50 feet to a point; thence North 35°55'01" West, a distance of

96.21 feet to a point; thence following a curve to the right having a radius of 160.00 feet, a distance of 111.77 feet and having a chord bearing and distance of North 15°54'19" West, 109.51 feet to a point; thence following a curve to the right having a radius of 35.00 feet, a distance of 57.25 feet and having a chord bearing and distance of North 50°57'55" East, 51.08 feet to a point on the southern legal right-of-way line of Admiral Peary Highway (SR 2014); thence along the southern legal right-of-way line of Admiral Peary Highway (SR 2014) South 82°10'34" East, a distance of 442.63 feet to an iron pin, the place of BEGINNING.

CONTAINING: 223,200.87 square feet or 5.12 acres

PROPOSED LOT 5

BEGINNING at an iron pin on the eastern legal right-of-way line of SR 0022, point also being the northwest corner of Proposed Lot 3 of the Final Subdivision/Lot Addition/Street Dedication Plan For the Lands of Commonwealth of Pennsylvania, recorded February 8, 2016, in the Cambria County, Pennsylvania Recorder of Deeds office in Plat Book 11 at Page 89 File Number 2016-00001420; thence following the eastern legal right-of-way line of SR 0022 the following thirteen (13) courses and distances: North 45°40'31" East, a distance of 28.84 feet to an iron pin; thence North 33°52'44" East, a distance of 156.86 feet to a point; thence North 61°30'59" East, a distance of 272.31 feet to a point; thence North 41°43'56" East, a distance of 100.00 feet to a point; thence North 25°01'58" East, a distance of 52.20 feet to a point; thence North 46°01'17" East, a distance of 200.56 feet to a point; thence North 41°43'56" East, a distance of 400.00 feet to a point; thence North 42°22'07" East, a distance of 450.03 feet to a point; thence North 40°05'44" East, a distance of 350.14 feet to a point; thence North 34°08'15" East, a distance of 151.33 feet to a point; thence North 36°03'20" East, a distance of 383.28 feet to a point; thence North 16°49'57" East, a distance of 103.92 feet to a point; thence North 61°32'28" East, a distance of 135.19 feet to a point on the southern legal right-of-way line of Admiral Peary Highway (SR 2014); thence along the southern legal right-of-way line of Admiral Peary Highway (SR 2014) South 82°10'34" East, a distance of 309.19 feet to a point on the western Proposed 80' right-of-way line for dedication to Cresson Township of the above mentioned plan; thence following the said western right-of-way line the following six (6) courses and distances: following a curve to the right having a radius of 35.00 feet, a distance of 53.95 feet and having a chord bearing and distance of South 38°01'14" East, 48.76 feet to a point; thence following a curve to the left having a radius of 240.00 feet, a distance of 176.15 feet and having a chord bearing and distance of South 14°53'27" East, 172.22 feet to a point; thence South 35°55'01" East, a distance of 96.21 feet to a point; thence following a curve to the right having a radius of 160.00 feet, a distance of 106.27 feet and having a chord bearing and distance of South 16°53'19" East, 104.33 feet to a point; thence South 02°08'22" West, a distance of 692.62 feet to a point; thence following a curve to the left having a radius of 567.25 feet, a distance of 207.09 feet and having a chord bearing and distance of South 08°19'09" East, 205.94 feet to a point at the northeast property corner of Proposed Lot 3 of above mentioned plan; thence along the boundary line of Proposed Lot 3 South 72°41'28" West, a distance of 2,415.58 feet to an iron pin, the place of BEGINNING.

CONTAINING: 1,823,442.32 square feet or 41.86 acres

PARCEL A

BEGINNING at an iron pin with cap set on the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014); thence along the lands now or formerly of Verna Ruth Murray & Jerome Albert Murray North 15°13'25" East, a distance of 77.65 feet to an iron pin with cap set; thence along the same and lands now or formerly of Francis McCloskey and Alice Adelsberger Heirs North 81°09'54" West, a distance of 170.03 feet to an iron pin with cap set; thence along an unnamed 16.5 feet alley North 45°34'45" East, a distance of 293.48 feet to an iron pin with cap set; thence along the same North 46°27'40" East, a distance of 136.81 feet to an iron pin with cap set; thence along the lands now or formerly of Cresson Cemetery Association and The Peoples Natural Gas Company South 46°32'09" East, a distance of 329.18 feet to an iron pin with cap set; thence following the Western right-of-way line of William Penn Highway (S.R. 0022) South 34°52'24" West, a distance of 221.30 feet to a point near corner of right-of-way fence; thence following the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014) the following two (2) courses and distances: South 85°17'42" West, a distance of 138.29 feet to a point near corner of right-of-way fence; thence North 82°10'34" West, a distance of 137.00 feet to an iron pin with cap set on the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014), the place of BEGINNING.

CONTAINING: 124,929.27 square feet or 2.87 acres

PARCEL B

BEGINNING at an iron pin with cap set on the Western legal right-of-way line of William Penn Highway (S.R. 0022); thence along the lands now or formerly of The Peoples Natural Gas Company and Cresson Cemetery Association North 12°53'34" West, a distance of 435.30 feet to an iron pin with cap set; thence along the lands now or formerly of Pennsylvania Electric Company North 77°21'51" East, a distance of 25.05 feet to an iron pin with cap set on the Western legal right-of-way line of William Penn Highway (S.R. 0022); thence along the Western legal right-of-way of William Penn Highway (S.R. 0022) the following four (4) courses and distances: South 21°02'04" East, a distance of 89.47 feet to an iron pin with cap set on the right-of-way line; thence South 67°43'34" East, a distance of 146.89 feet to an iron pin with cap set on the right-of-way line; thence South 67°26'38" East, a distance of 100.91 feet to an iron pin with cap set on the right-of-way line; thence South 36°48'50" West, a distance of 314.66 feet to an iron pin with cap set on the Western legal right-of-way line of William Penn Highway (S.R. 0022); the place of BEGINNING.

CONTAINING: 47,111.97 square feet or 1.08 acres

PARCEL C

BEGINNING at an iron pin with cap set on the Eastern legal right-of-way line of William Penn Highway (S.R. 0022) and the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014); thence following the Eastern legal right-of-way line of William Penn Highway (S.R. 0022) the following four (4) courses and distances: North 12°31'47" West, a distance of 105.61 feet; thence North 03°11'37" East, a distance of 649.46 feet; thence North 09°47'06" East, a distance of 492.96 feet; thence North 24°50'30" East, a distance of 145.72 feet to an iron pin

with cap set on the Eastern legal right-of-way line of William Penn Highway (S.R. 0022); thence along said legal right-of-way North 87°17'17" East, a distance of 98.18 feet to an iron pin with cap set; thence along the lands now or formerly of United States of America South 75°47'43" East, a distance of 240.00 feet to a stone monument found; thence along the lands now or formerly of The United State of America South 18°47'10" West, a distance of 808.59 feet to a DOI monument 7 found; thence along the lands now or formerly of Andrew Carnegie South 18°47'45" West, a distance of 179.41 feet to an iron pin with cap set; thence along the same South 81°35'48" East, a distance of 986.50 feet to a DOI monument 6 found; thence along the lands now or formerly of The United States of America and Township of Cresson South 18°25'38" West, a distance of 452.43 feet to an iron pin with cap set; thence along the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014) the following three (3) courses and distances: North 82°10'34" West, a distance of 770.69 feet to an iron pin with cap set; thence North 57°56'54" West, a distance of 109.66 feet to an iron pin with cap set; thence North 78°21'43" West, a distance of 150.33 feet to an iron pin with cap set on the Northern legal right-of-way line of Admiral Peary Highway (S.R. 2014) and the Eastern legal right-of-way line of William Penn Highway (S.R. 0022); the place of BEGINNING.

CONTAINING: 767,913.04 square feet or 17.63 acres

APPENDIX B

DISCLOSURES

The Phase I Environmental Site Assessment and Asbestos Survey Reports may be reviewed at the Site. A copy of the Phase I Environmental Site Assessment may be obtained from DGS by request. Please contact the issuing office to obtain a copy or to schedule a review of the environmental reports.

EXECUTIVE SUMMARY

American Geosciences, Inc., (AGI) was retained by Pennsylvania Department of General Services of Harrisburg, Pennsylvania to conduct a Phase I Environmental Site Assessment (Phase I ESA) of the Former State Correctional Institution (SCI) & Secure Treatment Unit (STU) Cresson property located at 251 and 301 Correction Road in Cresson Township, Cambria County and Juniata Township, Blair County.

Background

The property is located at the summit of Cresson Mountain, addressed as 251 and 301 Corrections Road in Cresson Township, Pennsylvania. State Correctional Institution (SCI) Cresson, operated by the State Department of Corrections and Cresson Secure Treatment Unit (CSTU), operated by the Department of Human Services as a prison for juveniles are located on-site. Operations of the SCI and CSTU ceased in 2013 and 2105, respectively, and the facilities are currently vacant.

The property is comprised of parcels of land located north and south of Old Route 22 (Admiral Peary Highway) totaling approximately 424 acres. The main facility and the majority of the acreage are located southeast of the U.S. Route 22 (William Penn Highway) and State Route 2014 (Admiral Peary Highway) interchange. A parcel with a building housing a sewage grinder is located on the northeast corner of the same highway interchange. A partially wooded lot with no structures is located on the northwestern corner of the same highway interchange.

The property is primarily wooded but improved with a main institutional campus with approximately 20 structures within the security fence, a water tower south of the main facility, a separately fenced CSTU facility northwest of the main facility, approximately 11 support structures northeast of the main facility, a shooting range west of the main facility, an administrator's house, and a lodge/meeting building northwest of the main facility closer to the entrance to Corrections Road. The majority of the remainder of the property is forested land.

Historically, the main institutional campus was initially developed as the Cresson Tuberculosis Sanatorium during the 1910s. Later, the property was used as the Lawrence Frick State Hospital (state mental health hospital) until approximately 1982 when it was converted for use as a prison until it closed in 2013. The CSTU was developed in 1997 and closed in November 2015.

The characteristics of property in the vicinity are as follows:

- Vacant, wooded land adjoins the property to the north. The area farther north is comprised of vacant, wooded land and Route 22.

- Vacant, wooded land adjoins the property to the south. The area farther south is comprised of vacant and residential land.
- Vacant, wooded land adjoins the property to the east. The area farther east is comprised of vacant wooded land and a wind farm.
- Route 22 adjoins the property to the west. The area farther west is comprised of the town of Cresson.

Conclusions

Based on the information obtained and presented in this report, this assessment revealed no evidence of recognized environmental conditions in connection with the property except for the following:

- Staining from hazardous substances and petroleum products was observed near and entering joints in the concrete floor and trench drains at Building 14 (Auto Shop). Floor drain systems and pits tend to be leaky and are common sources of releases of hazardous substances or petroleum products to the environment. Therefore, it is considered likely that the releases identified above have impacted the environment on the property.
- A 30,000-gallon UST was removed from the subject property. Agency online records identified that a leaking UST (LUST) case occurred that has achieved a cleanup completed status and that groundwater was affected. However, no documentation was available for review regarding the UST closure, required site assessment, or other related records to assess the specific sampling, analysis and results that is considered a significant data gap. Current requirements for sampling and analysis at closure may differ from those that were performed during the prior closure. The records demonstrate that a release of petroleum products occurred at this former UST that affected groundwater. However, without records to review to ensure that appropriate sampling and analyses were performed to meet regulatory requirements the confirmed release associated with the former 30,000-gallon UST is considered likely to have impacted the environment on the property.
- Staining was observed on the concrete beneath the fuel dispenser area extending to a joint in the concrete. It is considered likely that petroleum products were released to the environment at the property via spills and drips at this location.
- An area of fill containing soil, building materials, waste-type debris (buckets, etc.), trees, branches, etc. is located in the maintenance area. The presence of trash and debris

indicates the likely release of hazardous substances or petroleum products to the environment at the subject property.

- A shooting range is located on the southern portion of the property within the wooded area. The soil at the backstop area of shooting ranges commonly contains lead and copper from fragmenting and weathering of bullets. Therefore, releases of lead and copper to the environment at the property are considered likely.
- Ash from the biomass boiler is piled on the ground surface outside of the boiler area. Typically, biomass used in boilers consists of woody material that is burned for energy recovery, and may include “clean” sources such as lumber mill waste and logging residue and other sources such as construction and demolition waste and treated or painted wood that may increase concentrations of heavy metals. The specific substances and concentrations are highly specific to the sources and operations. However, regardless of the source, there are hazardous substances (e.g. metals, dioxins and furans) in biomass fly ash and bottom ash that may be released to the environment. The ash is considered a solid waste requiring proper management. Therefore, the disposal of biomass ash on the ground surface is considered likely to have impacted the environment on the property.
- Tubing from a former X-ray fixer/developer machine was observed discharging to drains in Building 4 (constructed in 1952). Historically, these drains likely discharged into terra cotta piping, possibly associated with a septic system. Therefore, it is considered likely that the release of X-ray fixer/developer has impacted the environment on the property via discharge to the subsurface.
- Exterior painted surfaces on structures including buildings and the water tower at the property were observed to be degrading and flaking, corroding, or otherwise damaged by weed whacking or other physical abrasion. Older layers of paint may contain lead and other metals. Although obvious paint chips were not observed on the ground surface at these locations, the observed damage to the painted surfaces indicates the likely release of hazardous substances in the paint to the environment on the property. This condition is considered to be a REC.

Based on the conclusions of this report, a Phase II ESA involving additional document review and sampling and analyses of soil and groundwater at the property is recommended to be performed to further evaluate the environmental condition of the property. .

Other Considerations

No additional services beyond “appropriate inquiry” as defined by the ASTM Phase I standard were performed during this assessment. However, AGI personnel made the following observations during the site visit.

- Asbestos-containing Materials (ACMs)

During the site visit, AGI personnel observed building materials that could be asbestos-containing, including floor tile, mastic, cove base, ceiling tile, window glazing, pipe wrap, and drywall systems. The materials observed were in poor to good condition. A comprehensive survey of the buildings at the property was performed during 1992. These documents are available for review.

- Lead-based Paint

Peeling paint that is likely to be lead-based, given the age of the buildings, was observed on the interior of some of the structures. Some paint chips had fallen to the floor of the structures. Peeling and deteriorating paint surfaces were observed on the exterior of several buildings, primarily within the maintenance area of the site. Deteriorating paint was observed on the water tower, but AGI was informed by site personnel that prior maintenance of the water tower and the prior water tower, measures were taken to prevent potential lead paint impact to soil (e.g., the area was “tarp’d”).

- Fungal Growth (“Mold”)

Visible mold growth was observed inside Buildings 9 and 10.

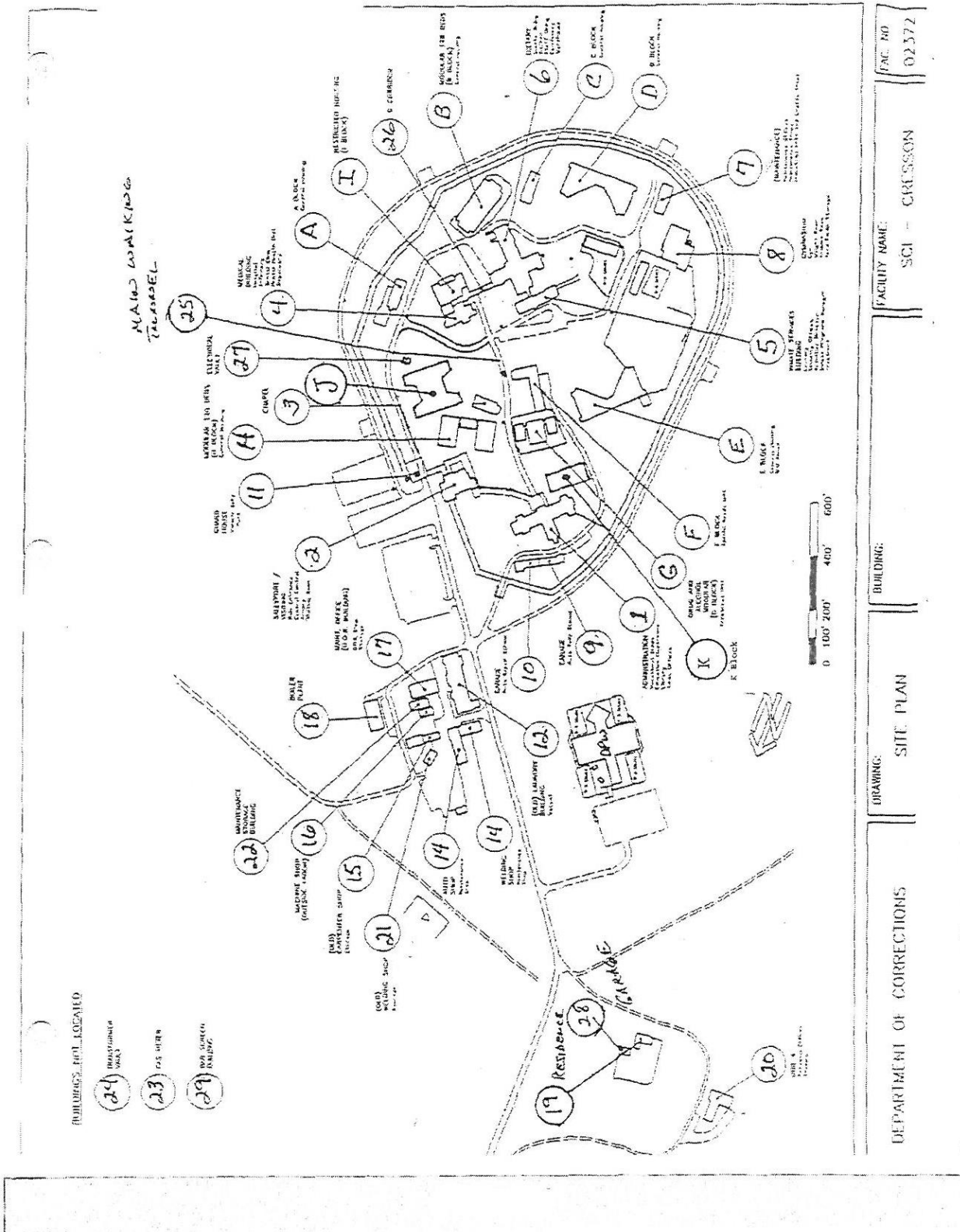
Note: The additional items discussed above are informational only, and no samples were collected and no analyses were performed, therefore, the presence/absence of these items has not been determined for the site.

We have performed this project in general conformance with the scope, limitations, and liabilities set by the ASTM, which provides industry standards. Any exceptions to, or deletions from, this practice are described in Section 9.0 of this report.

Additional information regarding our observations, findings and opinions are provided throughout this report. Therefore, this report should be read in its entirety.

APPENDIX C

SITE PLAN AND BUILDING INFORMATION



SCI-CRESSON BUILDING INFORMATION

BUILDING	NUMBER	YEAR BUILT	SQ. Foot
Admin/Education	1	1932	47,008
Gatehouse	2	1987	9,750
Chapel	3	1926	4,481
Medical	4	1952	17,880
Inmate Sevices Bldg(ISB)	5	1912	19,372
Kitchen	6	1912	66,388
Inmate Dining Room		2000	12000
Maintenance	7	1940	8,266
Gym	8	1987	11,620
Auto Body(Education)	9	1957	2,125
Auto Mechanic(Education)	10	1957	2665
Sallyport	11	1987	310
Warehouse	12	1912	20,464
Gas Valve Bldg	13	1962	150
Auto Shop / Weld Shop	14	1922	6,866
Maintenance Storage	15	1912	2,100
Outside Labor Shop	16	1931	1,175
Maint. Storage/OOR/CWP	17	1945	9,408
Boiler Plant	18	1972	8,800
Generator Section		2006	3750
Superintendent Residence	19	1925	6,683
Personnel	20	1931	12,080
Maintenance Storage	21	1962	1,377
Maintenance Storage	22	1992	3,740
Maintenance Storage	23		144
Transformer Vault	24	1932	250
Main Tunnel	25	1932	8850
G Corridor	26	1916	5152
Electric Vault	27	1912	493
Superintendents Garage	28	1990	576
Sewage Grinder Bldg.(Bar Screen)	29	1990	617
Staff Locker Room	30		2,160
Housing Unit	A	1949	11,500
Housing Unit	B	1992	25,000
Housing Unit	C	1949	11,500
Housing Unit	D	1987	27,600
Housing Unit	E	1987	27,600
Housing Unit	F	1949	21,129
Housing Unit(Modular)	G	1989	9,510
Dayroom			
Office			
Housing Unit(Modular)	H	1991	16,296
Housing Unit(SSNU)	I	1987	12,792
Housing Unit(JB-RHU)	J	2006	29,718
Housing Unit	K	2001	7,455