

AGENDA

Parking Committee

March 9th, 2016 – 7:30 pm

Committee Members: Jim Jones (Chair), Bill Scott, Don Braceland
Department Head: Pam Grossman

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
2. Discuss adding loading zone in front of Birthright at 112 S. High Street
3. Discuss Master Parking Plan consultant applicants
4. Discuss adding more lease spaces in Lot #10 – West Chester Food Co-op
Suzanne Adams will be in attendance for the West Chester Food Co-op
An invitation has been extended to the Growers Market to attend
5. Approve February Committee meeting minutes
6. Other Business

Birthright

OF WEST CHESTER

"It is the right of every pregnant woman to give birth . . ."

Margaret Bon Gottschall
Director, Birthright of West Chester
112 S. High Street
West Chester, PA 19382

Scott L. Bohn
Chief of Police
401 E. Gay Street
West Chester, PA 19380

Dear Chief Bohn,

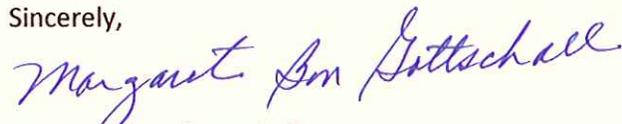
My name is Margaret Bon Gottschall, and I am the Director of Birthright in West Chester. We are a crisis pregnancy center helping girls and women in difficult or unplanned pregnancies both by lending a listening ear and finding resources that they need. We are a totally volunteer organization with no paid staff. We are located at 112. S. High Street.

This is a very difficult area for parking, and we are trying to make it better somehow. Any number of our volunteers have received parking tickets as have many of our clients. Ten minutes isn't a very long time for a quarter. The most serious situation is when one of our donors receives a parking ticket, and there have been *many*. I am enclosing a note from one of them in this letter.

Is there something that can be done to reserve one parking space for Birthright – volunteers, clients, and donors? We would truly appreciate it, especially since we rely totally on donors for our existence; we take no government money.

Your attention to this matter would be greatly appreciated.

Sincerely,



Margaret Bon Gottschall

Cc: V. Falini
Flie

Reply all | ▾ Delete Junk | ▾ ...



Re: Letter to Chief Bohn

PG Peggy Gottschall <pegbongot@gmail.com>
To: Pamela Grossman; ▾



Reply all | ▾

Mon 2/1/2016 4:00 PM

Inbox

Dear Ms. Grossman,

Yes, we are looking for better parking options for our volunteers; I don't feel that when one volunteers her time, it should cost her money.

Also, I am concerned about our donors getting parking tickets when they drop off donations. One elderly woman has received two parking tickets and refuses to donate anything else. Can we at least accommodate donors with a 'Loading Zone' space?

Regards,
Margaret Bon Gottschall

On Fri, Jan 29, 2016 at 11:39 AM, Pamela Grossman <pgrossman@westchester1.onmicrosoft.com> wrote:

Ms. Bon Gottschall -

I am in receipt of a letter that you sent to Chief Bohn regarding parking near your facility at 112 South High Street. If I understand your request correctly, you are asking to have a designated space in front of your establishment for your volunteers. Unfortunately, the Borough does not designate spaces on Borough streets for businesses; the most that businesses have are loading zone (20 minute parking), which would not be helpful in this case. As I understand the people who are there are volunteers, is there another request you may have to assist you? There is certainly ample parking in the area with Lot 5 across the street and meters in front. Also, three hour, free parking is available on 200 Block South Church Street.

Please let me know if there is another way that I may assist you. We have a Parking Committee on February 9th and I will need any alternate requests by Monday to put on the agenda.

Pam

Pamela Grossman
Director of Parking, Borough of West Chester

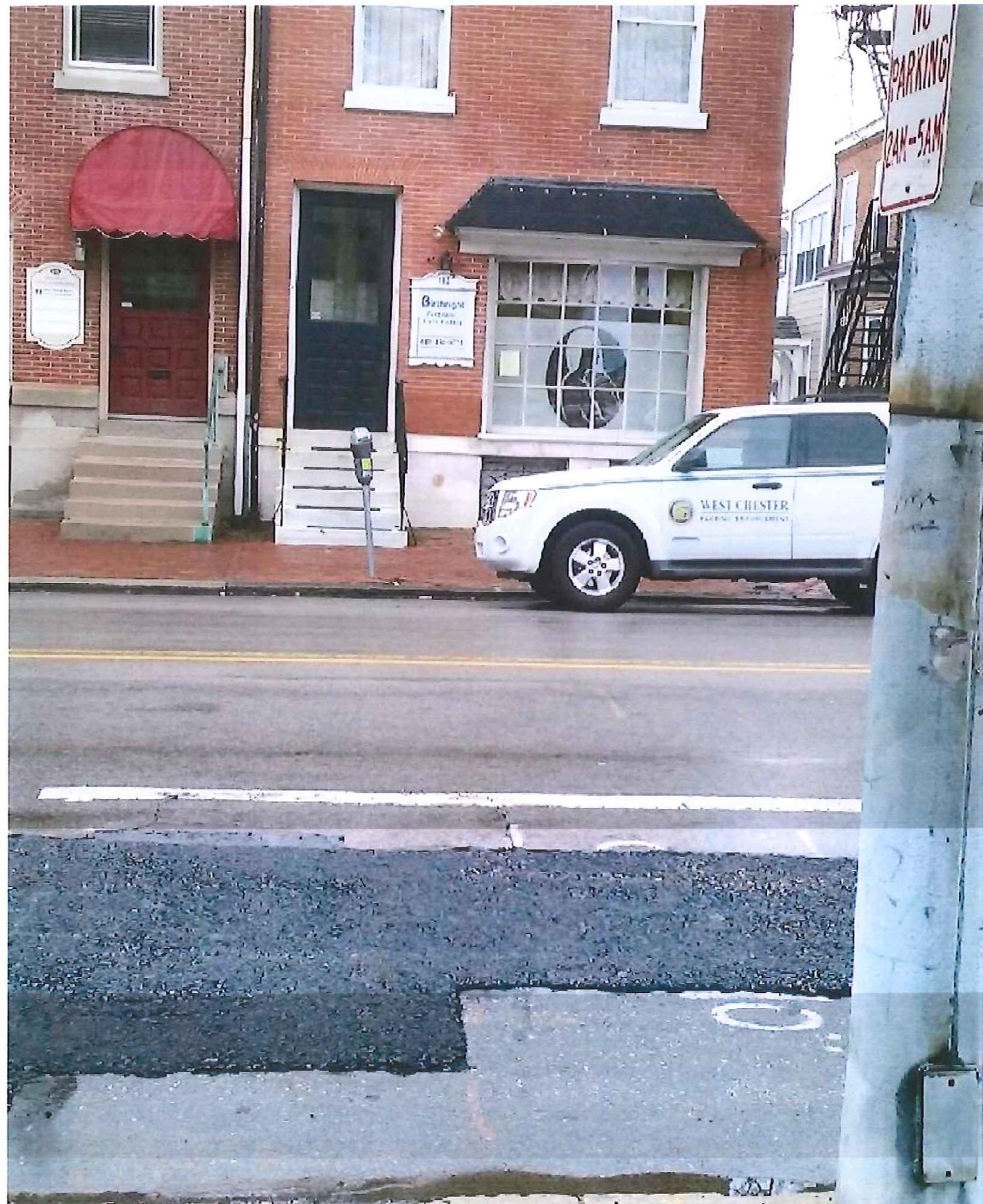
pgrossman@west-chester.com

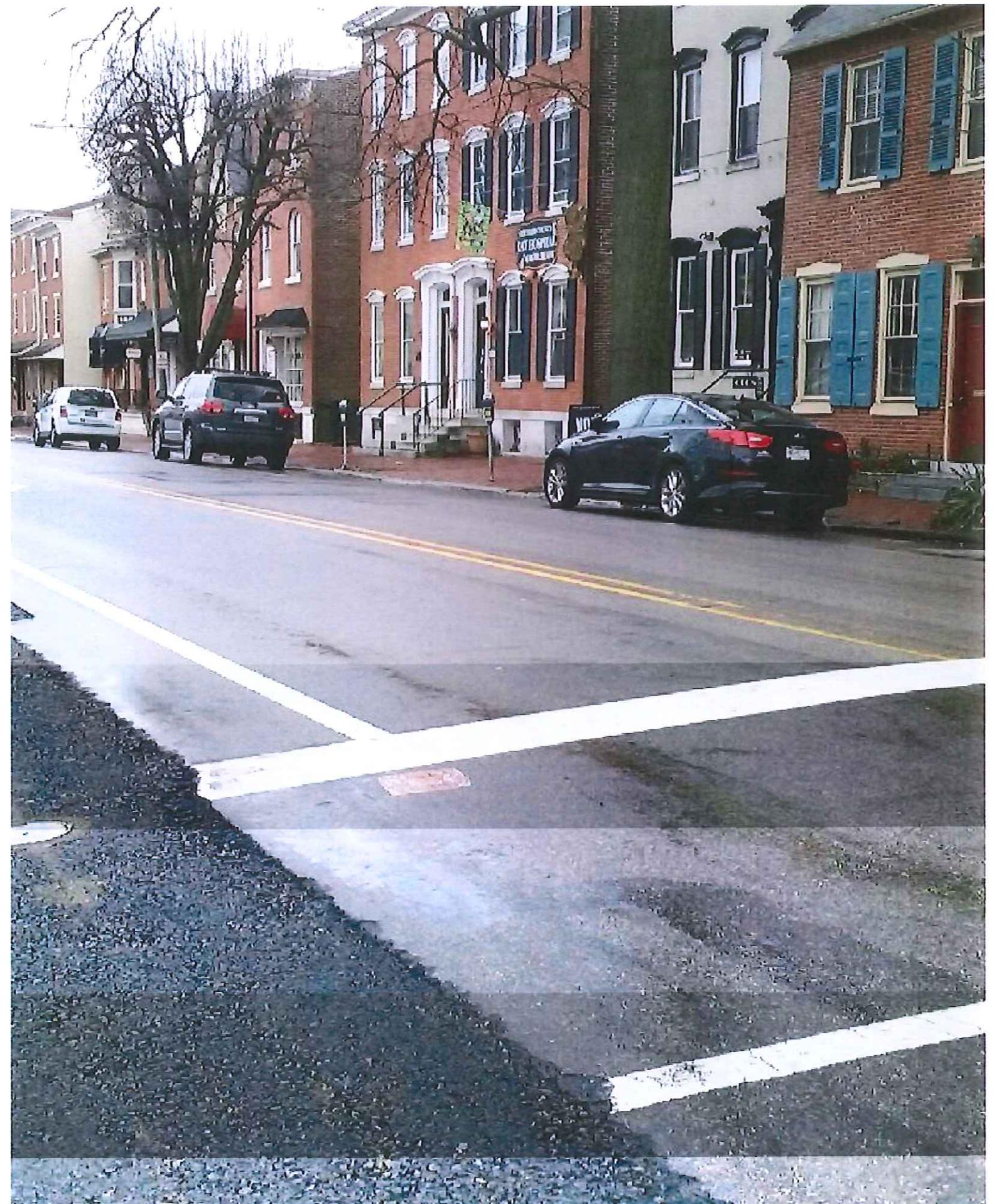
[610-696-4521](tel:610-696-4521) (P)

[610-436-1330](tel:610-436-1330) (F)

www.west-chester.com

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BOROUGH OF WEST CHESTER

401 EAST GAY ST
WEST CHESTER, PENNSYLVANIA 19380

(610) 696 - 4521 PHONE

(610) 436 - 1330 FAX

PARKING SERVICES & ENFORCEMENT DEPARTMENT

Pamela Grossman
Director of Parking, PS&ED

Hector Mojica
Parking Enforcement Manager
Badge # 28

Tina Arasin
Parking Administration

Beverly LaFrance
Parking Administration

Monica Campbell
Parking Administration

Parking Committee Meeting
March 2016

Agenda Item: Discuss adding more lease spaces in Lot 10

Recommendation: Recommend adding at least 20 additional lease spaces in Lot 10. There are 72 spaces and the ordinance states that only 25 spaces are designated for lease spaces. We have a request from Otto's BMW to lease those additional spaces

Background: Lot 10 is underutilized and Bicentennial has a waiting list for monthly spaces and Chestnut Street Garage is close to capacity. With future developments in the horizons, it makes sense to utilize the spaces we have available to us.

WEST CHESTER BOROUGH

SCALE 1: = 20'



LOT #10

PATTON ALLEY

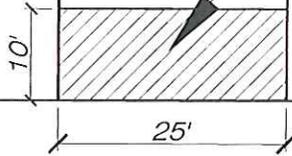
N. CHURCH ST

VENDOR SPACES

VENDOR SPACES

NOTES:
FOOD CO-OP SPACE WIDTH (10') IS BASED ON VENDING SPACE WIDTH AS DEFINED IN WCGA MARKET RULES (2007).
FOOD CO-OP SPACE DEPTH TO CONFORM WITH MARKET LAYOUT.
EXACT LOCATION OF SPACE TO BE RESERVED AND LEASED TO THE FOOD CO-OP MAY BE ADJUSTED BY MUTUAL AGREEMENT OF THE BOROUGH, THE FOOD CO-OP, AND THE GROWER'S ASSOCIATION.

WEST CHESTER FOOD CO-OP (OUTREACH)



W. CHESTNUT ST

Commercial Lease

Borough of West Chester – West Chester Grower's Association

This lease is made between the Borough of West Chester, herein called Lessor, and West Chester Grower's Association, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Borough of West Chester, County of Chester, State of Pennsylvania, described as the western half of Lot #10 - Chestnut Street and Church Street, upon following **TERMS** and **CONDITIONS**:

Term and Rent. Lessor demises the above premises for a term of every Saturday, 7:00 am to 1:00 pm commencing on May 1, 2015 through November 30, 2015 and two Saturdays per month during the rest of the year at the annual rental of one (1.00) dollar.

Use. Lessee shall use and occupy the premises for operation of a Growers Market. The premises shall be used for no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by lessor.

Alterations. Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, or improvements, in, to or about the premises.

Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities not in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of any premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at anytime.

Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

Insurance. Lessee, at this expense, shall maintain and public liability insurance including bodily injury and property damage insuring Lessee and lessor with minimum coverage as follows: \$500,000 for each occurrence. Lessee shall provide Lessor with a Certificate of Insurance showing lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at this option may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

Lessor's Remedies on Default. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than five (5) day's notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of zero (0) dollars.

Attorney's Fees. In case suite should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof:

Signed this 15th day of April, 2015.



West Chester Grower's Market
Michael Ahlert



Borough of West Chester
Michael A. Cotter, Borough Manager



Goodville Mutual Casualty Company
 625 West Main Street, PO Box 482
 New Holland, PA 17057-0482
 www.goodville.com

**Commercial
 General Liability
 Policy**

Renewal Declarations

Policy Prefix CG
 Policy No 339419
 Mailbox: 37RL 74

Named Insured West Chester Growers
and c/o Paul Hauscr
Mailing Address 251 Kimble Rd
 Lincoln University PA 19352-1700

Agency name BCF Group Inc
and Address 2101 Oregon Pike Ste 300
 Lancaster PA 17601-4624
 (717) 560-7730

Type of Entity: Organization

Policy Period: 1201 A.M. Standard Time at the described location from 06/01/14 to 06/01/15

Business Description: Farmer's Market

In return for the payment of premium, and subject to all terms of this policy, we agree with you to provide the insurance as stated in this policy. This premium may be subject to adjustments. Audit premiums are due within thirty days of the audit billing date. This Declarations together with the Common Policy Conditions Coverage Part Declarations, Coverage Part Coverage Form(s) and Endorsements, if any, issued to form a part thereof, completes the above numbered policy.

Commercial General Liability Coverage

	Limits of Insurance	
General Aggregate \$	1,000,000	
Products/Completed Work Aggregate \$	1,000,000	
Personal/Advertising Injury \$	500,000	
Each Occurrence \$	500,000	
Fire Legal Liability \$	50,000	per occurrence
Medical Payments \$	5,000	per person

Commercial General Liability Premiums

Class Description	Loc No	Class Code	Premium Basis	Rates		Advanced Premium	
				Premises - Operations	Products Completed Operations	Premises - Operations	Products Completed Operations
Farm Products		82700	615,000(Y)		.387		250
Open-Air Market - Operated and maintained by the Insured	1	05607	6,000(A)	6.608		396	
Additional Insured - Lessors						40	
						Other Endorsement Premium \$	21
						Total Liability Premium \$	707

Premium and Rate Legend

(Y) per \$1,000 of gross sales (A) per 100 sq ft

Locations

Location: West Chester, Chester Co PA
 Location No. 1: Corner Chestnut & Church Streets, West Chester, Chester Co PA 19380
 Occupancy: Farmer's Market

Form(s) and Endorsements

Form(s) and Endorsements made part of this policy at the time of issue:

CGLYCR(0798)	CL0124(1006)	CL100(1.0)	CL1605(0606)	CL300(1.0)
GL0163(0108)	GL0215(1005)	GL0243(1005)	GL0250(0108)	GL0348(0602)
GL0936(0111)	GL0950(1299)	GL0996(1005)	GL1020(0909)	GL1022(0909)
GL1270(0606)	GL200(1.0)	GL409(1.0)	GL842(1.0)	GL894(1.0)
ML120(2.0)	SAE(0990)			

Notices:

CL1045B(1208) SEPIN(0306) WRCCLN(0804)

Borough of West Chester, PA
 Tuesday, March 1, 2016

Chapter 104. Vehicles and Traffic

Article VI. Metered Off-Street Parking

§ 104-67. Parking time limits, charges and hours of operation for various parking lots.

[Amended 12-14-1974 by Ord. No. 9-1974; 4-9-1975 by Ord. No. 8-1975; 1-14-1976 by Ord. No. 1-1976; 3-14-1979 by Ord. No. 3-1979; 5-14-1980 by Ord. No. 7-1980; 2-11-1981 by Ord. No. 1-1981; 2-9-1983 by Ord. No. 1-1983; 8-27-1986 by Ord. No. 6-1986; 8-26-1987 by Ord. No. 9-1987; 5-20-1992 by Ord. No. 9-1992; 6-16-1993 by Ord. No. 8-1993; 9-20-1995 by Ord. No. 17-1995; 12-18-1996 by Ord. No. 26-1996; 5-26-1999 by Ord. No. 7-1999; 12-15-1999 by Ord. No. 16-1999]

A. The time limits, charges and hours of operation for the following Borough parking lots shall be as follows:

- (1) Lot No. 1: Chestnut Street Garage, with rates and hours of operation to be established by resolution of Borough Council.
 [Amended 1-19-2011 by Ord. No. 1-2011]
- (2) Lot No. 2, Bicentennial Garage, with rates and hours of operation to be established by resolution of Borough Council.
- (3) Lot No. 3 shall be reserved for parking on an annual permit basis, Monday through Friday, 8:00 a.m. to 5:00 p.m. Each permit will be sold on an annual basis and will be effective from August 1 to July 31 of the following year. If more than 15 permits are requested, the permits will be distributed on a lottery basis. The cost of each permit shall be in accordance with a schedule of fees adopted by resolution of the Borough Council.
 [Amended 2-21-2001 by Ord. No. 3-2001]
- (4) Lot No. 4 shall be metered with a multicompartment parking control device providing parking to the general public from 8:00 a.m. to 5:00 p.m. of each day of the week, except Saturdays, Sundays and legal holidays, at the rate of \$1 per hour or any portion hereof. At all other times other than the aforementioned times, parking will be available to the general public for free.
 [Amended 9-17-2003 by Ord. No. 19-2003; 4-19-2006 by Ord. No. 3-2006; 1-19-2011 by Ord. No. 1-2011]
- (5) Lot No. 5 shall be metered with a multicompartment parking control device providing parking from 8:00 a.m. to 5:00 p.m. on each day of the week, except Saturdays, Sundays and legal holidays, at a rate set forth in a schedule of fees adopted by resolution of Borough Council. In addition to the multicompartment parking control device, up to a maximum of 10 parking meters may be installed, providing parking

from 8:00 a.m. to 10:00 p.m. of each day of the week except Sundays and legal holidays and between the hours of 5:00 p.m. to 10:00 p.m. on Saturdays, at the rate of \$1.50 per hour. Notwithstanding the foregoing, Borough Council may designate and reserve parking spaces for monthly permit parking. Monday through Friday 8:00 a.m. to 5:00 p.m. The monthly parking permits will be sold on a first-come-first-served basis and will have an effective commencement date of the first day of the month. The cost of each monthly parking permit will be in accordance with a schedule of fees adopted by resolution of Borough Council.

[Amended 2-21-2001 by Ord. No. 3-2001; 9-17-2003 by Ord. No. 19-2003; 1-19-2011 by Ord. No. 1-2011; 12-18-2013 by Ord. No. 20-2013]

- (6) Lot No. 6 is leased to the County of Chester on Monday through Friday from 8:00 a.m. to 5:00 p.m. and is available for free parking at all other times.

- (7) Lot No. 7 shall be metered with a maximum of 10 parking meters. It shall be lawful to park at the parking meters between 8:00 a.m. to 10:00 p.m. on Mondays, Tuesdays and Wednesdays, between the hours of 8:00 a.m. to 12:00 midnight on Thursdays and Fridays, and between the hours of 5:00 p.m. to 12:00 midnight on Saturdays, at the rate of \$1.50 per hour or any portion thereof. The remaining parking spaces not serviced by parking meters will be spaces reserved for parking on an annual basis 24 hours a day, seven days a week. The permits will be sold on a first-come-first-served basis and shall have an effective commencement date of August 1. The cost of each permit shall be in accordance with a schedule of fees adopted by resolution of Borough Council.

[Amended 1-19-2011 by Ord. No. 1-2011; 12-18-2013 by Ord. No. 20-2013]

- (8) (Reserved)^[1]

[1] *Editor's Note: Former Subsection A(8), regarding Lot No. 8, as amended, was repealed 1-19-2011 by Ord. No. 1-2011.*

- (9) Lot No. 9 shall be metered with a multicompartment parking control device providing parking from 8:00 a.m. to 5:00 p.m. of each day of the week, except Saturdays, Sundays and legal holidays, at a rate determined in accordance with a schedule of fees adopted by resolution of Borough Council. In addition to the multicompartment parking control device, up to a maximum of 15 parking meters may be installed, where it shall be lawful to park between 8:00 a.m. to 10:00 p.m. on Mondays, Tuesdays and Wednesdays, between the hours of 8:00 a.m. to 12:00 midnight on Thursdays and Fridays, and between the hours of 5:00 p.m. to 12:00 midnight on Saturdays, at the rate of \$1.50 per hour or any portion thereof.

[Amended 9-17-2003 by Ord. No. 19-2003; 1-19-2011 by Ord. No. 1-2011; 12-18-2013 by Ord. No. 20-2013]

- (10) A maximum of 25 parking spaces at Lot No. 10 shall be reserved for parking on a monthly basis. Each permit will be sold on a monthly basis and will allow parking every day of the week, 24 hours a day. If more than 25 permits are requested, the permits will be distributed on a lottery basis. The cost of each permit shall be in accordance with a schedule of fees adopted by resolution of the Borough Council. The remaining spaces in Lot No. 10 shall be metered with parking meters where it shall be lawful to park at the parking meters between 8:00 a.m. to 10:00 p.m. on Mondays, Tuesdays and Wednesdays, between the hours of 8:00 a.m. to 12:00 midnight on Thursdays and Fridays, and between the hours of 5:00 p.m. to 12:00 midnight on Saturdays, at the rate of \$1.50 per hour or any portion thereof.

[Amended 9-17-2003 by Ord. No. 19-2003; 1-19-2011 by Ord. No. 1-2011; 8-21-2013 by Ord. No. 8-2013; 12-18-2013 by Ord. No. 20-2013]

- (11) Lot No. 11 shall be metered with parking meters where it shall be lawful to park at the parking meters between 8:00 a.m. to 10:00 p.m. on Mondays, Tuesdays and Wednesdays, between the hours of 8:00 a.m. to 12:00 midnight on Thursdays and Fridays, and between the hours of 5:00 p.m. to 12:00 midnight on Saturdays, at the rate of \$1.50 per hour or any portion thereof.

[Amended 9-17-2003 by Ord. No. 19-2003; 1-19-2011 by Ord. No. 1-2011; 12-18-2013 by Ord. No. 20-2013]

AGENDA

Parking Committee

February 9th, 2016 – 7:30 pm

Committee Members: Jim Jones (Chair), Bill Scott, Don Braceland
Department Head: Pam Grossman

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda. **124 East Union Street – consider food co-op outreach – no action taken**
2. Presentations by potential consultant for the Master Parking Plan – (10 minutes each) **No action taken**
 - a. Tim Haahs
 - b. Desman
 - c. Traffic Planning and Design
3. Discuss suspending Residential Permit Requests during the Master Parking Plan **3-0 recommendation to suspend additions to residential parking program during the Master Parking Plan**
4. Discuss adding Handicapped Sign:
 - a. 103 E. Miner Street (for business owner at 29 S. Walnut Street) **3-0 denial to add hp space**
5. Discuss adding 1 block to area “L” to relieve space constraints on 100 South Matlack Street during Thursday 8-11 **3-0 recommendation to add 200 Block of East Miner Street to the L Area**
6. Discuss adding Spruce Alley (off Mechanics Alley and Matlack Street) to Residential Parking Area A **3-0 denial to make Spruce Alley residents eligible for Residential Parking Area A**
7. Discuss changing the 200 block of South Matlack from Residential Area “A” to “L” **3-0 recommendation to change the 200 Block of Matlack from Area A to Area L**
8. Approve December Committee meeting minutes **2-0 recommendation to approve the December Committee meeting minutes**
9. Other Business