

AGENDA

Parking Committee

April 12th , 2016 – 7:30 pm

Committee Members: Jim Jones (Chair)
Bill Scott
Don Braceland

Department Head: Hector Mojica

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
2. Discuss adding handicap space at 132 E. Miner Street
3. Discuss removing handicap space at 119 W. Barnard
4. Discuss Patton Alley Growers Market/Restrictions/Lease
5. Master Parking Plan Update
6. Approve March Committee meeting minutes
7. Other Business



**Borough of West Chester
Handicapped Parking Permit**

NAME: Craig Milbourne

ADDRESS: 132 E Main St

PHONE NUMBER: 610-721-8196

STATE ISSUED PLACARD NUMBER: _____

SIGNATURE: McHog

Copies of the placard, registration, ID card must accompany the application

OFFICE USE ONLY - DO NOT WRITE BELOW THIS LINE

REGISTRATION: _____

ID CARD _____

PLACARD _____

MANAGER SIGNATURE: _____

AGENDA DATE: _____

APPROVED _____ DENIED _____

NOTES: _____

Pennsylvania
visitPA.com

DRIVER'S LICENSE

996

CRAIG E MILBOURNE
132 E MINER ST
WEST CHESTER PA 19382

No: 18 578 227 Dups: 00
DOB: 05/04/1959 Sex: M
Class: C Eyes: HAZ
Endorse: ---- Height: 6'03"
Com/med Rest: *1/
Issued: 03/17/2014
Expires: 05/05/2018

Craig Milburne



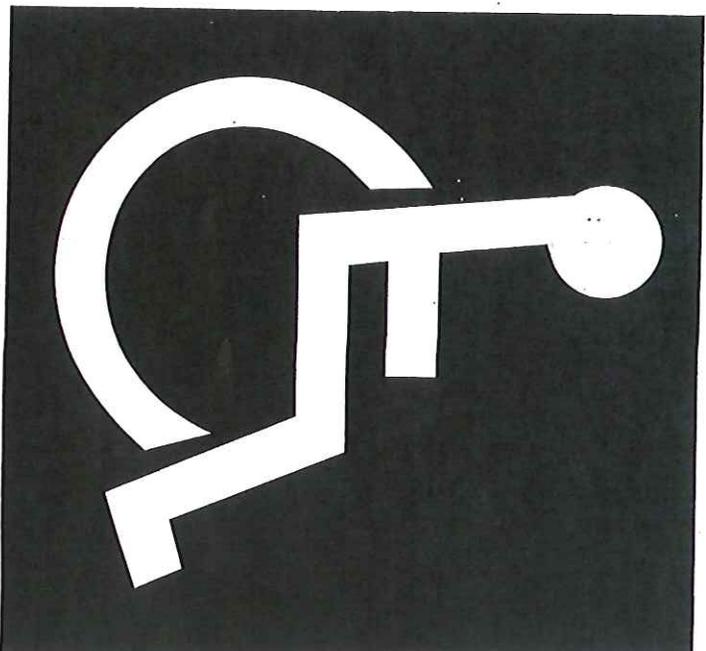
DL

P47819H

03/2020

CRAIG E MILBOURNE
132 E MINER ST
WEST CHESTER, PA 19382

PENNSYLVANIA



EXPIRES
LAST
DAY OF
03-20

P47819H

PERMANENT

100 Block East Miner Street Handicap Tracking**Evening Shift****124 East Miner Street**

Date	Time	Car Parked	Officer
4/1/2016	2:45pm	N	42
4/1/2016	5:30pm	N	42
4/1/2016	8:00pm	N	42
4/1/2016	10:00pm	N	42

137 East Miner Street

Date	Time	Car Parked	Officer
4/1/2016	2:45pm	Y	42
4/1/2016	5:30pm	Y	42
4/1/2016	8:00pm	Y	42
4/1/2016	10:00pm	Y	42

145 East Miner Street

Date	Time	Car Parked	Officer
4/1/2016	2:45pm	Y	42
4/1/2016	5:30pm	N	42
4/1/2016	8:00pm	N	42
4/1/2016	10:00pm	Y	42

122 East Miner Street

Date	Time	Car Parked	Officer
4/1/2016	2:45pm	Y	42
4/1/2016	5:30pm	N	42
4/1/2016	8:00pm	N	42
4/1/2016	10:00pm	Y	42

100 Block East Miner Street Handicap Tracking**Morning Shift****124 East Miner Street**

Date	Time	Car Parked	Officer
4/4/2016	9am	Y	31
4/4/2016			31
4/4/2016	12pm	Y	31
4/4/2016			31
4/4/2016	3pm	Y	31

137 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	9am	N	31
4/4/2016			31
4/4/2016	12pm	N	31
4/4/2016			31
4/4/2016	3pm	N	31

145 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	9am	Y	31
4/4/2016			31
4/4/2016	12pm	Y	31
4/4/2016			31
4/4/2016	3pm	Y	31

122 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	9am	N	31
4/4/2016			31
4/4/2016	12pm	N	31
4/4/2016			31
4/4/2016	3pm	N	31

100 Block East Miner Street Handicap Tracking**Evening Shift****124 East Miner Street**

Date	Time	Car Parked	Officer
4/4/2016	3:10pm	Y	43
4/4/2016	5:02pm	Y	43
4/4/2016	7:15pm	N	43
4/4/2016	8:29pm	N	43
4/4/2016	9:40pm	N	43

137 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	3:10pm	N	43
4/4/2016	5:02pm	N	43
4/4/2016	7:15pm	N	43
4/4/2016	8:29pm	N	43
4/4/2016	9:40pm	N	43

145 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	3:10pm	Y	43
4/4/2016	5:02pm	Y	43
4/4/2016	7:15pm	Y	43
4/4/2016	8:29pm	Y	43
4/4/2016	9:40pm	Y	43

122 East Miner Street

Date	Time	Car Parked	Officer
4/4/2016	3:10pm	Y	43
4/4/2016	5:02pm	N	43
4/4/2016	7:15pm	Y	43
4/4/2016	8:29pm	Y	43
4/4/2016	9:40pm	Y	43

100 Block East Miner Street Handicap Tracking**Day Shift****124 East Miner Street**

Date	Time	Car Parked	Officer
4/5/2016	9am	N	31
4/5/2016			
4/5/2016	10am	N	31
4/5/2016			
4/5/2016	3pm	N	31

137 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	9am	N	31
4/5/2016			
4/5/2016	10am	N	31
4/5/2016			
4/5/2016	3pm	N	31

145 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	9am	Y	31
4/5/2016			
4/5/2016	10am	Y	31
4/5/2016			
4/5/2016	3pm	N	31

122 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	9am	N	31
4/5/2016			
4/5/2016	10am	N	31
4/5/2016			
4/5/2016	3pm	N	31

100 Block East Miner Street Handicap Tracking**Evening Shift****124 East Miner Street**

Date	Time	Car Parked	Officer
4/5/2016	5pm	N	42
4/5/2016	7pm	N	42
4/5/2016	9:30pm	N	42
4/5/2016	11pm	N	42
4/5/2016			

137 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	5pm	N	42
4/5/2016	7pm	N	42
4/5/2016	9:30pm	N	42
4/5/2016	11pm	N	42
4/5/2016			

145 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	5pm	N	42
4/5/2016	7pm	N	42
4/5/2016	9:30pm	N	42
4/5/2016	11pm	N	42
4/5/2016			

122 East Miner Street

Date	Time	Car Parked	Officer
4/5/2016	5pm	Y	42
4/5/2016	7pm	Y	42
4/5/2016	9:30pm	Y	42
4/5/2016	11pm	Y	42
4/5/2016			

Parking Dept.

My Name is Linda Adams i live
at 119 West Barnard street west Chester, Pa.
19382 my Cell no[#] is: 484-888-1556
I am moving and will no longer need
the Handicap sign located on my street.
Moving Date as of April 13, 2016.

Thank You
Linda Adams
4/4/2016



BOROUGH OF WEST CHESTER

401 EAST GAY ST
WEST CHESTER, PENNSYLVANIA 19380

(610) 696 - 4521 PHONE

(610) 436 - 1330 FAX

PARKING SERVICES & ENFORCEMENT DEPARTMENT

March 17, 2016

To: Residents of the 200 Block N. Church Street
Residents of the 50 Block Patton Alley

From: Parking Services

Re: Patton Alley Parking Restrictions

Dear Residents,

The Borough of West Chester Parking Services is considering closing access to a portion of Patton Alley adjacent to Parking Lot #10 during the operation of the Grower's Market. The purpose of the proposed access restriction is to improve pedestrian safety during the operation of the Grower's Market while preserving the ability of motor vehicle traffic to access the Patton Alley and their rear yard parking areas. To that end, we'd like to get your feedback on this matter.

The area of Patton Alley to be closed is approximately fifty feet (50') long, from North Church and Patton Alley up to the rear parking area for 221 and 223 N. Church Street.

Patton Alley will remain open from the rear parking area for 221 and 223 N. Church Street heading east, which will allow the properties directly north of Lot 10 to have access to their rear yard parking. Patton Alley traffic would be able to access the eastern most part of Lot 10 in order to gain access to Chestnut St.

Borough Police, Fire, Public Works and EMT providers were notified, and none of those first responders foresee any negative impact on public safety or service provision with the limited closure of Patton Alley. All first responders will have immediate access to the area in the event of an emergency.

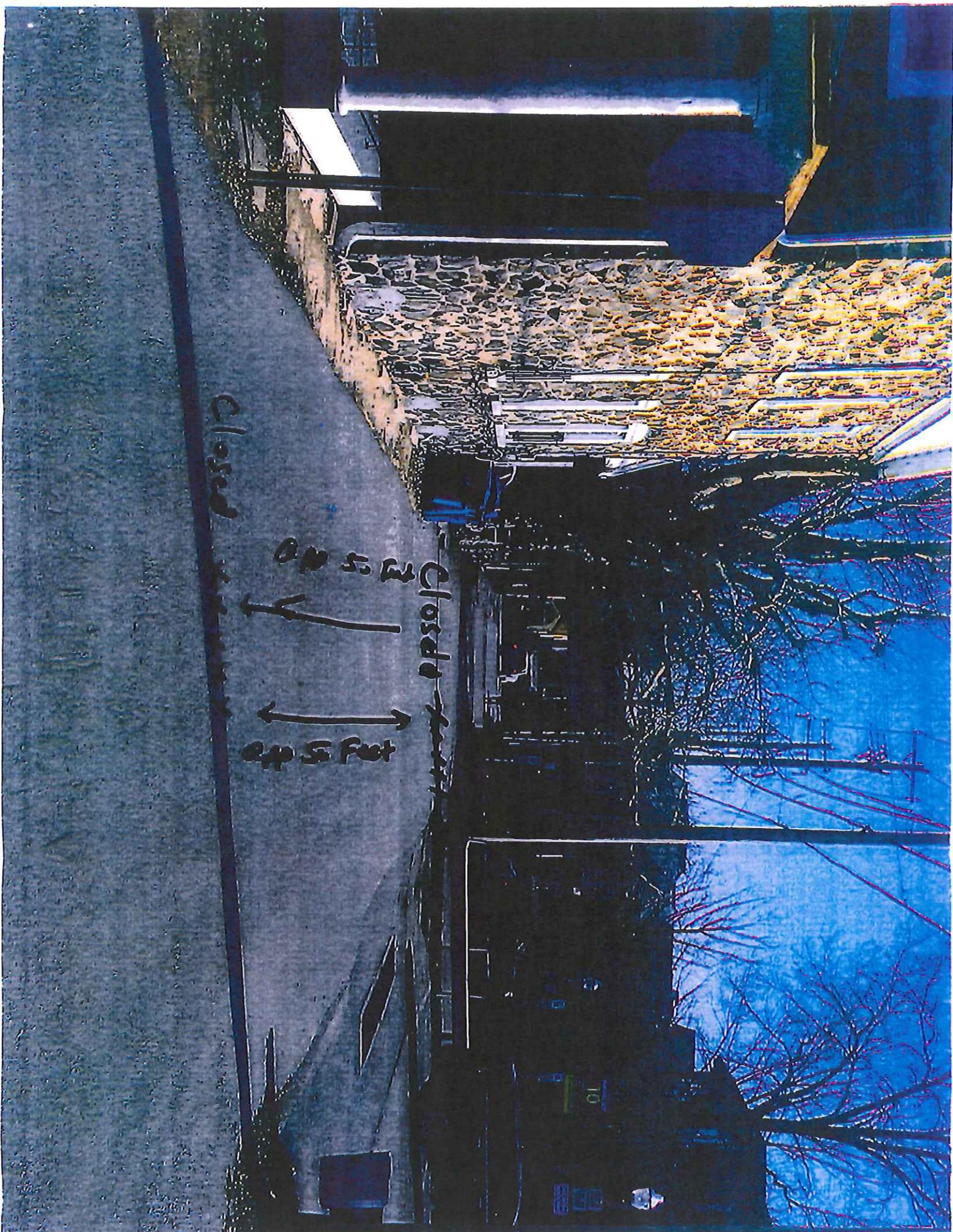
We look forward to your feedback on this proposal. If you have any questions or concerns, please feel free to contact me at 610-696-4521 no later than Wednesday, April 6 2016.

Sincerely,

Hector Mojica

Parking Services Supervisor Borough of West Chester hmojica@west-chester.com

M



Closed

Up 5 Feet



Up 5 Feet

Closed

10



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

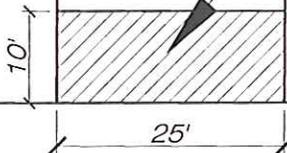
VENDOR SPACES

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.

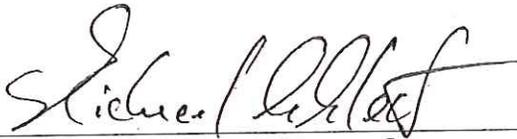
Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

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.goodvlu.com

**Commercial
General Liability
Policy**

Renewal Declarations

Policy Prefix CG
Policy No 339419
Mailbox: 37R1 74

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

Agency name and Address
BCF Group Inc
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 Declaration 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	645,000(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

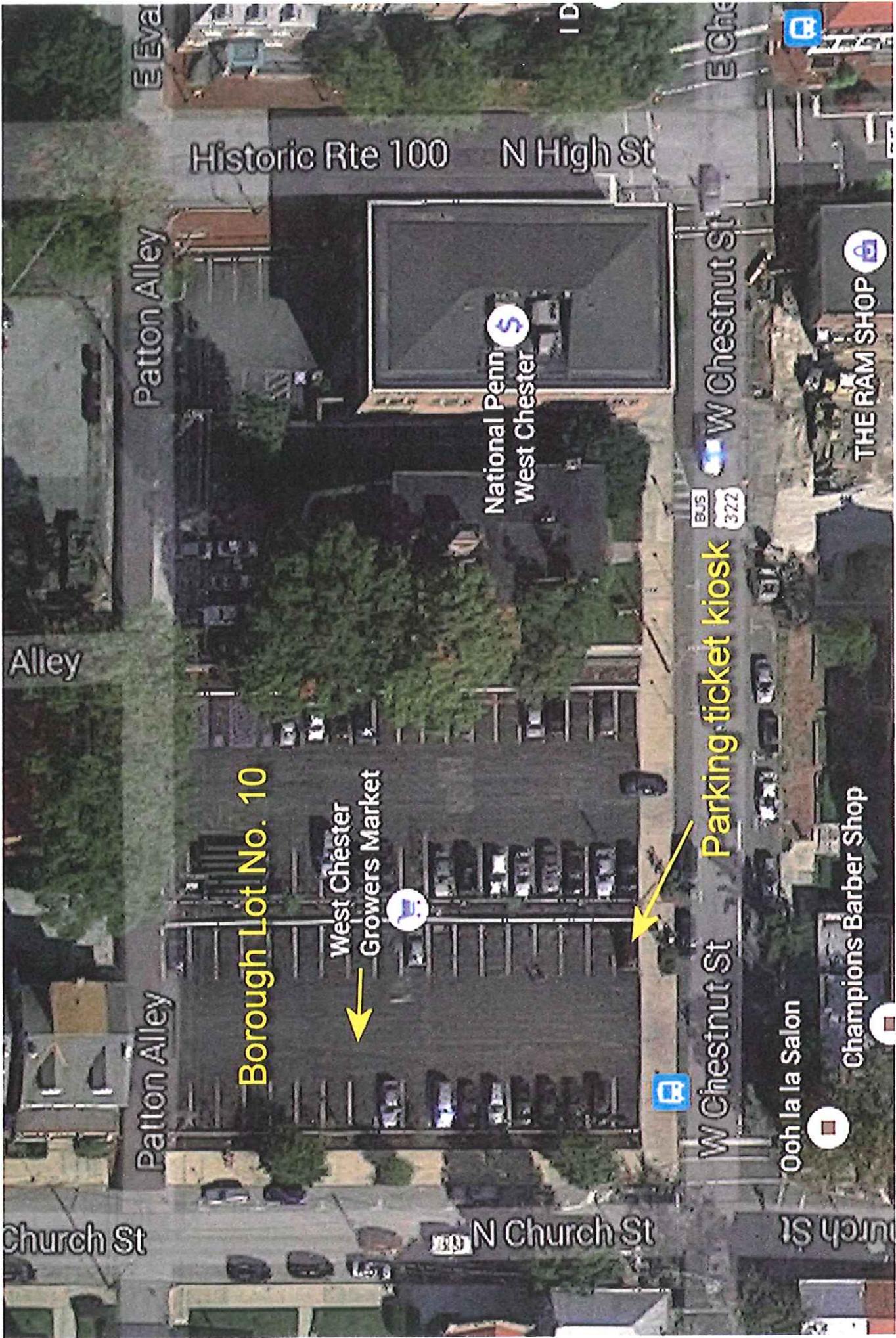
Form(s) and Endorsements

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)	CL0215(1005)	GL0243(1005)	GL0250(0108)	GL0348(0602)
GL0936(0111)	GL0950(1299)	GL0996(1005)	GL1020(0909)	GL1022(0909)
GL1270(0606)	CL200(1.0)	GL409(1.0)	GL842(1.0)	GL894(1.0)
M.120(2.0)	SAE(0898)			

Notices:

CL1045B(1208) SEPIN(0306) WRCGLN(0804)



Borough Lot No. 10

West Chester
Growers Market

National Penn
West Chester

Parking ticket kiosk

Ooh la la Salon

Champions Barber Shop

THE RAM SHOP

Patton Alley

Historic Rte 100 N High St

W Chestnut St

Alley

Church St

N Church St

Church St

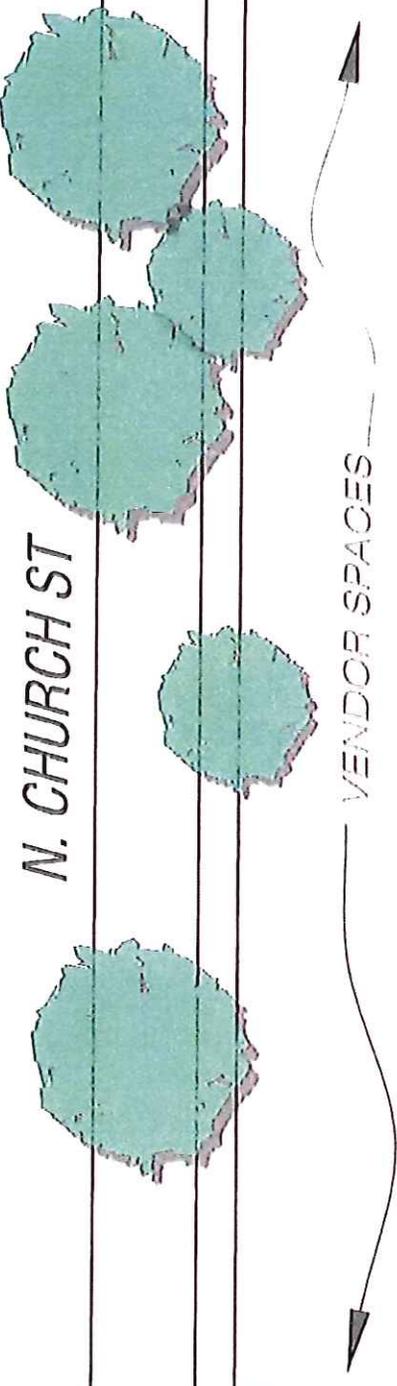
PATTON ALLEY

WEST CHESTER BOROUGH

SCALE 1" = 20'



LOT #10

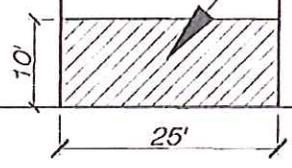


N. CHURCH ST

VENDOR SPACES

VENDOR SPACES

NOTES:
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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

WC Food Coop proposal

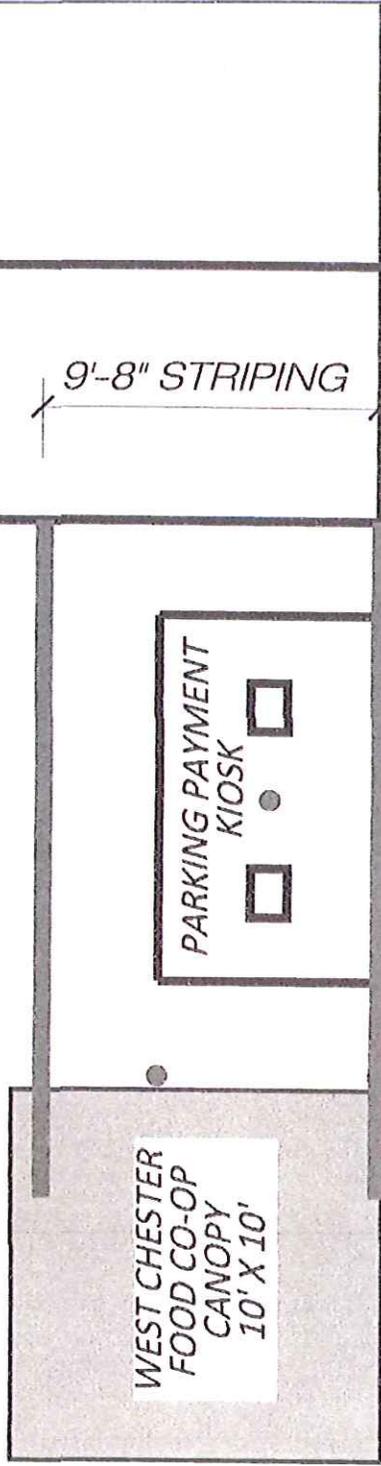
WC Food Coop proposal

NOTE: This was distributed by Dianne Herrin of the WC Food Coop at the Tues. March 8, 2016 Parking Committee meeting.



DETAIL OF PROPOSED CO-OP SPACE IN LOT #10

SCALE 1" = 5'



EXISTING SIDEWALK

W. CHESTNUT ST



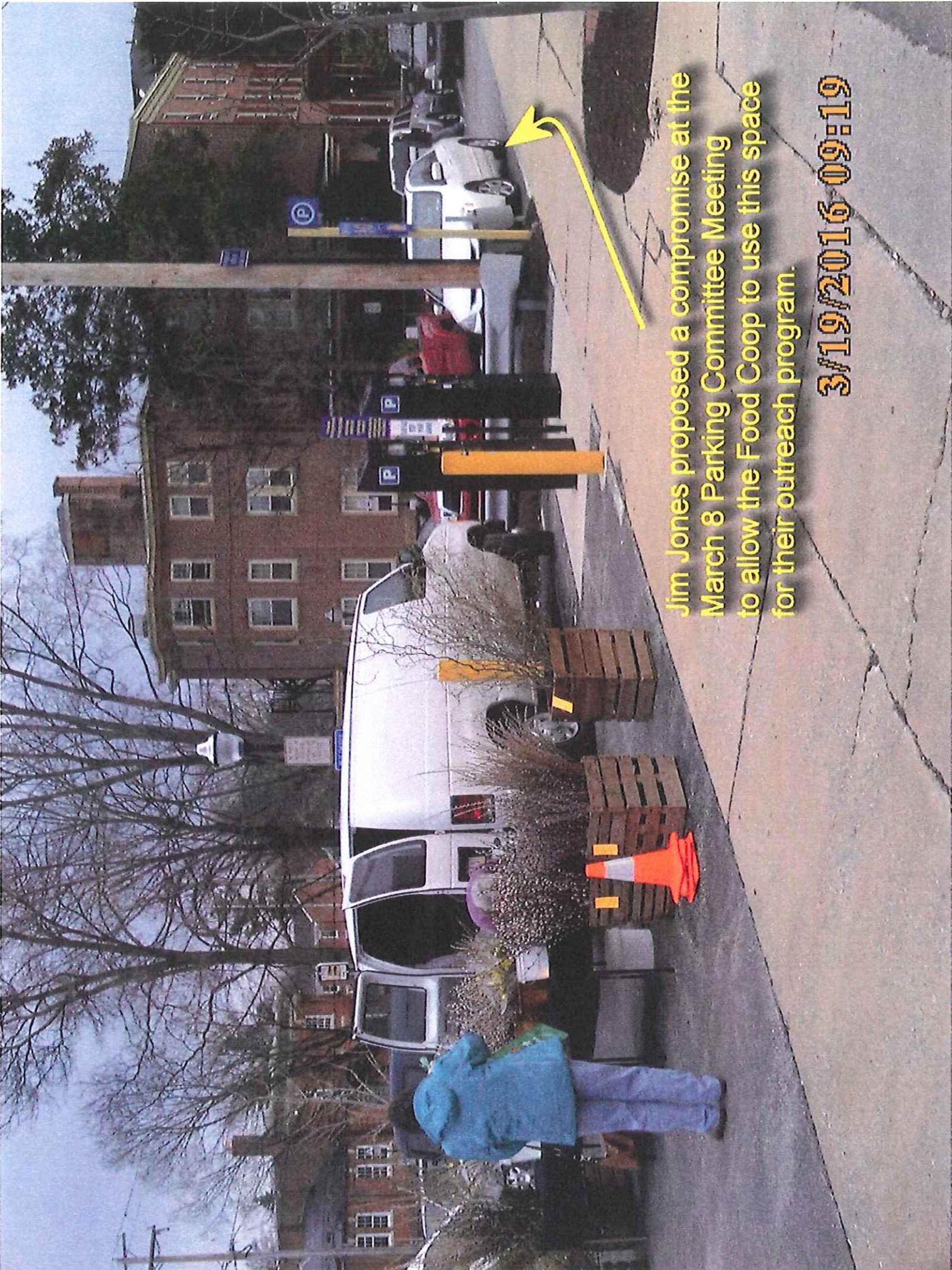
3/19/2016 09:20

Parking Lot
10

IF YOU HAVE A PROBLEM WITH YOUR METER, PLEASE CALL THE CITY OF CHICAGO AT 312-462-3111. PLEASE DO NOT REMOVE THE METER FROM THE METER POST. ONLY METER POSTS ARE TO BE REMOVED. IF YOU REMOVE THE METER FROM THE METER POST, YOU WILL BE FINED \$250.00.

PLEASE PLACE RECEIPT ON YOUR DASHBOARD

89188
HOURS OF OPERATION
8:00 AM - 6:00 PM
7 DAYS A WEEK



Jim Jones proposed a compromise at the
March 8 Parking Committee Meeting
to allow the Food Coop to use this space
for their outreach program.

3/19/2016 09:19

2016 West Chester Growers Market Map

Provided by the
Growers Market

Note: Each bold outlined rectangle on this map represents a space that is 10 feet wide.

Patton Alley	
Lindenhoff Farm <i>(weekly)</i>	Chile Spot <i>(weekly)</i>
Maiale Deli and Salumeria <i>(weekly)</i>	Oley Valley Mushroom Farm <i>(weekly)</i> Taste of Puebla <i>(Monthly)</i> /Big Hill Cider Works <i>(Monthly)</i> The Fountain of Juice <i>(Monthly)</i> /Tally Ho Coffee <i>(Monthly)</i>
Yellow Springs Farm <i>(weekly)</i> Vera Pasta <i>(weekly)</i>	Red Earth Farm <i>(weekly)</i>
Pureblend <i>(1st, 3rd & 5th weeks)</i> Stargazers Vineyard <i>(1st, 3rd & 5th weeks)</i> Ridge Valley Farm <i>(2nd week)</i> Bryer Apiary <i>(4th week)</i>	Red Earth Farm <i>(weekly)</i>
Blueberry Hill <i>(weekly)</i>	Applied Climatology Perennials <i>(weekly)</i>
Blueberry Hill <i>(weekly)</i>	Community Tent - Market Events & Non-Profit Guests <i>(weekly)</i>
Musicians <i>(weekly)</i>	Stoltzfus Farm <i>(weekly)</i>
Weckerly's Ice Cream <i>(weekly)</i> Salvation Army of West Chester Food Collection <i>(1st & 3rd week)</i>	Big Sky <i>(weekly)</i>
Maple Hill Farm <i>(weekly)</i>	Big Sky <i>(weekly)</i>
Maple Hill Farm <i>(weekly)</i>	North Star Orchard <i>(weekly)</i>
Ellen April Soap <i>(weekly)</i>	North Star Orchard <i>(weekly)</i>
Evergreen Farm <i>(weekly)</i>	Lizzie's Kitchen <i>(weekly)</i>
Evergreen Farm <i>(weekly)</i>	Lizzie's Kitchen <i>(weekly)</i>
King's Kreamery <i>(weekly)</i>	Saginaw Ridge Farm <i>(weekly)</i>
Queens Farm <i>(weekly)</i>	Saginaw Ridge Farm <i>(weekly)</i>
Queens Farm <i>(weekly)</i>	Saginaw Ridge Farm <i>(weekly)</i>
Fahnestock Fruit Farm <i>(weekly)</i>	Shaeffer Flowers <i>(weekly)</i>
Fahnestock Fruit Farm <i>(weekly)</i>	Shaeffer Flowers <i>(weekly)</i>

Chestnut Street

Non-Profit Commitments

Provided by the
Growers Market

Our Present 501(C)(3) Non-Profit Commitments:
AutumnLeaf Fundraisers
Barclay Friends Horticultural Therapy Program
Brandywine Conservancy
Brandywine Valley SPCA (formerly Chester County SPCA)
Brookline Labrador Retriever Rescue
Canine Partners for Life
Chester County Historical Society
Colonial Pennsylvania Plantation
Faithful Friends
Family Service of Chester County
Friends Association for Care and Protection of Children
Habitat for Humanity of Chester County
Home of the Sparrow
HomeAID for Africa
Meals on Wheels of Chester County
Red Paw Emergency Relief Team
Safe Harbor of Chester County
The Land Conservancy of Southern Chester County
The Salvation Army of West Chester
To Love a Canine Rescue
Tri-State Bird Rescue & Research
West Chester Downtown Foundation (Historic Preservation Awards)
West Chester Food Cupboard

Additional 501(C)(3) Non-Profit Guest Space Offers:
AARK Wildlife Rehabilitation and Education Center
Animal Coalition of Delaware County
Chester County Pet Food Pantry
Flying Fur Animal Rescue
Horse Power for Life
Jenkins Arboretum & Gardens
John James Audobon Center
Mostly Muttz Rescue
PAWS (Philadelphia Animal Welfare Society)
Paws for People
Smile Spreaders
The Arc of Chester County
Willstown Conservation Trust
West Chester Public Library

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
 525 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 Hauser
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) 550-7730

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 Declaration 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	645,000 (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)	CL0215 (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)	SAB (0990)			

Notices:

CL1045B (1208) SEPFIN (0306) WRCCLD (0804)

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 multicompart ment 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 multicompart ment 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 multicompart ment 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 multicompartement 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 multicompartement 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]
The number 25 was set by Ord. 13-2011 on July 20, 2011.
- (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]

Church St

Patton Alley

West Chester
Growers Market

Borough Lot No. 10

National Penn
West Chester

Historic Rte 100 N High St

Patton Alley

W Chestnut St

Ooh la la Salon

Champions Barber Shop

THE RAM SHOP

W Chestnut St

BUS 322

N Church St

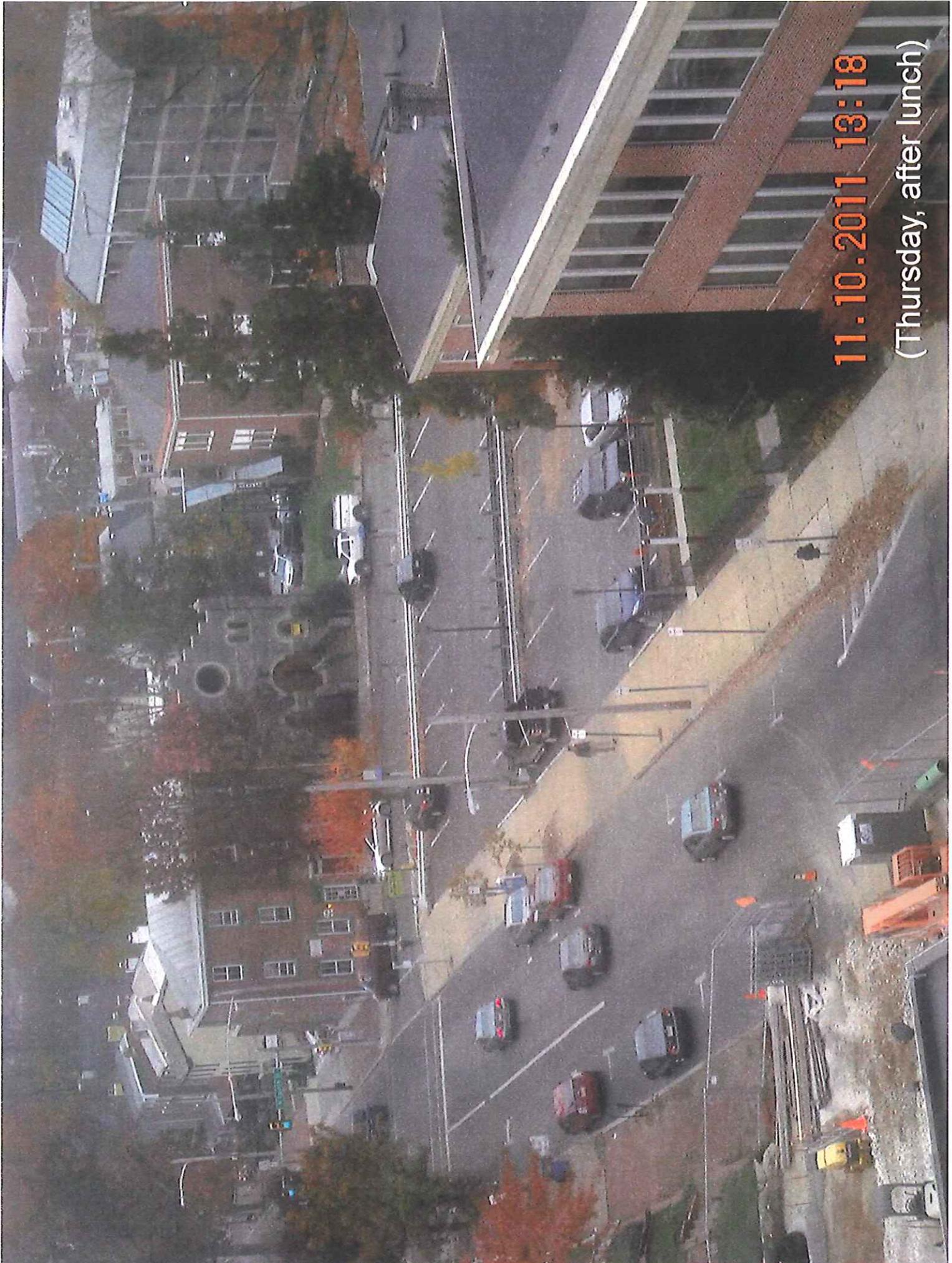
Church St

Alley

E Eva

ID

E Che



11.10.2011 13:18
(Thursday, after lunch)