

Public Works, Recreation & Environmental Protection Committee

May 10th , 2016 – 5:30 pm

Committee Members Present: Don Braceland (Chair)
Jordan Norley
Diane LeBold

Department Heads: O'B Laing, Keith Kurowski, Kevin Oakes

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
2. Discuss amending the Borough Code to include trees in public parks in the definition of "Public Trees" in Chapter 102-1.
3. Discuss PA DEP Settlement Proposal – sanitary overflow
4. Discuss Pine Alley Storm Sewer Main Replacement
5. Discuss Barnard Street Culvert Replacement
6. Discuss shingle color and style for Marshall Square Park restrooms
7. Discuss accepting resignation of Kate Dameron from Recreation Commission and advertise to fill the 2 vacant spots
8. Discuss Bradford Avenue Improvements Coordination & Planning
9. Discuss April Minutes

To: the Public Works, Recreation & Environmental Protection Committee
From: Jim Jones, Borough Council Member, Ward 6

Proposal: To amend the Borough Code to include trees in public parks in the definition of “Public Trees” in Chapter §102-1.

Background: Last month, Chris Lang of the Barclay Friends Preservation Alliance described a plan to continue that groups’ fund-raising by, among other things, attaching plaques to trees in the new park using screws and springs. Several members of the Friends of Everhart Park, who were in attendance for a different issue, questioned that approach and recalled discussions that led to the end of the practice of attaching signs to trees in other Borough parks.

Two sections of the Borough Code mention the treatment of trees. Chapter 102 lists specific acts that are prohibited, but only for trees in the right-of-way, while Chapter 78 provides a more general prohibition against anything that damages a tree in a public park.

Chapter 78 “Parks and Playgrounds”

§ 78-1.B “Establishment of rules and regulations” as amended on 6-17-1992 by Ord. No. 12-1992, provides that “No person shall injure, deface, remove, cut or damage any of the trees, plants, shrubs, turf, buildings, structures or fixtures therein, or any other property of the Borough located within the park.”

Chapter 102 “Trees” concerns street trees along public rights of way.

§ 102-1 “Definitions” defines “PUBLIC TREES” as “Those shade or ornamental trees located adjacent to, along or upon the side of any street and within the public right-of-way.” [Amended 2-19-1997 by Ord. No. 1-1997]

§ 102-4.B(3) “Planting, maintenance and removal,” as amended 2-19-1997 by Ord. No. 1-1997, states that “No person shall intentionally damage, cut, carve, transplant or remove any *public tree* [italics added]; attach any rope, wire, nails, advertising posters or other contrivance to any *public tree* [italics added]; allow any gas, liquid or solid substance which is harmful to such public tree to come into contact with it; or set fire or permit any fire to burn when such fire or the heat thereof will injure any portion of the public tree.”

Prior actions by Borough Council; In 1992, Council amended Chapter 78 to include, among other things, “2. No person shall vandalize, deface or otherwise damage trees, plants, turf, buildings or fixtures.”

On September 17, 2003 Council approved a “moratorium on additional commemorative markers in the parks while the Friends of Everhart Park proposal to replace memorials in Everhart Park with an alternate style marker is considered.”

On June 16, 2004 Borough Council adopted a policy governing park tree memorials as follows:

- Existing memorial markers to be removed and replaced with stone markers with the expense funded by the Friends of Everhart in that park and as revenue permits in other parks.
- The only memorial markers to be permitted in parks for the future are to be metal hang tags.
- The pending application be grandfathered and allowed to install a new stone marker.”

Discussion: If it is Borough Council’s will that trees in public parks receive the same protections as street trees, there are several ways to bring Chapters 78 and 104 into alignment. My suggestion, that the definition of “public trees” include both street trees and park trees, seems to be the simplest, but Council could also insert the specific prohibitions in § 102-4.B(3) into Chapter 78, and there are probably other ways to accomplish the same purpose.

April 27, 2016

Mr. Michael Cotter
Borough Manager
West Chester Borough
401 East Gay Street
West Chester, PA 19380

Re: Clean Water /Operations/Sewage
West Chester Borough
Chester County

Dear Mr. Cotter:

Enclosed, please find three copies of a Consent Assessment of Civil Penalty (“CACP”) that we are proposing in order to resolve the Clean Streams Law violations resulting from sanitary sewer overflows (SSO) which occurred on April 6, 2015 and November 4, 2015.

The Department of Environmental Protection (Department) is responsible for enforcement of the Pennsylvania Clean Streams Law, including the recovery of monetary civil penalties for the violations of Commonwealth Law. To avoid litigation, we are willing to resolve this matter by accepting a monetary civil penalty payment for the specific violations described in the Consent Assessment.

If our settlement proposal is acceptable, please have all copies of this agreement signed and dated on or before June 13, 2016. The Department requests that two officers sign if possible. Please return all copies of this agreement and the required penalty payment to our office address located in the footer below. We will then execute the agreement on behalf of the Department and return an executed copy to you for your records.

In the meantime, should you have any questions, please contact me.

Sincerely,



Steve Flannery
Compliance Specialist
Clean Water

Enclosures

cc: Mr. O’Neil
Re 30 (GJE16CLW)118-31

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the Matter of:

West Chester Borough	:	SEWAGE
West Chester Borough	:	Violation of Clean Streams Law
Chester County	:	

CONSENT ASSESSMENT OF CIVIL PENALTY

This Consent Assessment of Civil Penalty (“CACP”) is entered into this ___ day of _____ 2016, by and between the Commonwealth of Pennsylvania, Department of Environmental Protection (“Department”), and West Chester Borough (“West Chester”).

The Department has found and determined the following:

- A. The Department is the agency with the authority to administer and enforce the Clean Streams Law, the Act of June 22, 1937, P.L. 1987, as amended, 35 P.S. §§ 691.1 et seq. (“Clean Streams Law”), and the Rules and Regulations promulgated thereunder.
- B. West Chester Borough has business offices at 401 East Gay Street, West Chester PA 19380. West Chester is considered a Pennsylvania “municipality,” as that term is defined in Section 1 of the Clean Streams Law, 35 P.S. § 691.1.
- C. West Chester owns and operates the sanitary sewage collection system in West Chester Borough.
- D. West Chester experienced a Sanitary Sewer Overflows (“SSOs”) on April 6, 2015 and November 4, 2015 in its collection system.
- E. Sections 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202, prohibit the discharge of sewage into waters of the Commonwealth, except as provided under the Clean Streams Law and the Rules and Regulations of the Department.
- F. The discharge of sewage into waters of the Commonwealth by West Chester, as described in paragraph D herein, was not authorized by permit or regulation and thereby constitutes a violation of §§ 201 and 202 of the Clean Streams Law, 35 P.S. §§ 691.201 and 691.202.

G. The violations described in paragraph F constitute unlawful conduct under Section 611 of the Clean Streams Law, 35 P.S. § 691.611; and subjects West Chester to a claim for civil penalties under Section 605 of the Clean Streams Law, 35 P.S. § 691.605.

After full and complete negotiation of all matters set forth in this CACP and upon mutual exchange of the covenants herein, the parties desiring to avoid litigation and intending to be legally bound, it is hereby **ASSESSED** by the Department and **AGREED** to by West Chester as follows:

1. **Assessment.** In resolution of the Department's claim for civil penalties, which the Department is authorized to pursue under Section 605 of the Clean Streams Law, 35 P.S. § 691.605, the Department hereby, assesses a civil penalty of **TEN THOUSAND NINE HUNDRED EIGHTY ONE DOLLARS (\$10,981)**, which West Chester hereby agrees to pay.

2. **Civil Penalty Settlement.** Upon signing this CACP, West Chester shall pay the civil penalty assessed in paragraph 1.a. The payment is in settlement of the Department's claim for civil penalties for the violations set forth in paragraphs F, above, for the dates set forth in paragraph D, above. The payment of **\$10,981** shall be by corporate check or the like, made payable to "The Commonwealth of Pennsylvania, Clean Water Fund" and shall be sent to:

Mr. Steve Flannery
Compliance Specialist
PA Department of Environmental Protection
Southeast Regional Office
2 East Main Street
Norristown, PA 19401

3. **Findings.**

(a) West Chester agrees that the findings in paragraphs A through G are true and correct and, in any matter or proceeding involving West Chester and the Department, West Chester shall not challenge the accuracy or validity of these findings.

(b) The parties do not authorize any other persons to use the findings in this CACP in any matter or proceeding.

4. **Reservation of Rights.** The Department reserves all other rights with respect to any matter addressed by this CACP, including the right to require abatement of any conditions resulting from the events described in the Findings. West Chester reserves the right to challenge any action which the Department may take, but waives the right to challenge the content or validity of this CACP.

IN WITNESS WHEREOF, the parties have caused this CACP to be executed by their duly authorized representatives. The undersigned representatives of West Chester certify, under penalty of law, as provided by 18 Pa.C.S. § 4904, that they are authorized to execute this CACP on behalf of West Chester; that West Chester consents to the entry of this CACP as an **ASSESSMENT** of the Department; that West Chester hereby knowingly waives any right to a hearing under the statutes referenced in this CACP and that West Chester knowingly waives its right to appeal this CACP, which rights may be available under Section 4 of the Environmental Hearing Board Act, the Act of July 13, 1988, P.L. 530, No. 1988-94, 35 P.S. § 7514; the Administrative Agency Law, 2 Pa.C.S. § 103(a) and Chapters 5A and 7A; or any other provision of law.

FOR WEST CHESTER BOROUGH:

**FOR THE COMMONWEALTH OF
PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL
PROTECTION:**

Name:

Jenifer Fields, P.E.
Regional Manager
Clean Water

Title:

Name:

Aviva Reinfeld
Assistant Counsel
Office of Chief Counsel

Title:

Re 30 (GJE16CLW)118-32



MEMORANDUM

TO: Michael A. Cotter, Borough Manager
FROM: O'B. Laing, Director Public Works
DATE: May 03, 2016
RE: Pine Alley Storm Sewer Main Replacement, Engineering Design and Consulting Services.

Recommendation:

That Borough Council award the contract for the Pine Alley Storm Sewer Main Engineering Design and Consulting Services to Gilmore & Associates Inc. for a contract sum of **\$17,600.00** as set forth in the attached proposal for Basic Services.

Background:

The Pine Alley Storm Sewer Main Replacement was approved in the 2016 budget at a cost of \$235,000.00. The finality of project will also be integrated in the Borough's proposed Storm water Green Infrastructure Concepts in the vicinity of Veteran Memorial Park.



CONTRACT AGREEMENT

Borough of West Chester
Pine Alley Storm Sewer Rehabilitation
West Chester, Chester County, PA
16-03118T

This is an Agreement, dated April 14, 2016 between Borough of West Chester, Department of Public Works, 205 Lacey Street, West Chester, PA 19382, Attn: Mr. L. O'B Laing, Director of Public Works (Client) and Gilmore & Associates, Inc. (Engineer) as follows:

- 1. THE CLIENT INTENDS TO: Retain Gilmore & Associates, Inc. to perform professional surveying and engineering consulting services for the rehabilitation of the existing Pine Alley storm sewer system located between N. New Street and its outfall northeast of the intersection of W. Washington Street and Hannum Avenue located in the Borough of West Chester.
2. GILMORE & ASSOCIATES, INC. agrees to perform the following services: See Exhibit "A".
3. Client agrees to pay GILMORE & ASSOCIATES, INC. as follows, subject to terms stated herein: See Exhibit "B".
4. Client and GILMORE & ASSOCIATES, INC. agree on the following schedule for the work: Gilmore & Associates, Inc. to proceed with services as set forth herein upon receipt of an executed Contract Agreement from Client.
5. This AGREEMENT shall include the STANDARD TERMS AND CONDITIONS as listed in Exhibit "C".

ACCEPTANCE AND EXECUTION OF THIS AGREEMENT:
(Void if not executed by both parties within 30 days of the date of the Agreement)
Client's Authorized Representative:

Print & Date

Authorized Signature

Accounts Payable Billing Address:

(G&A's preferred method of billing is to transmit an electronic invoice in PDF format. However, if an email is not available please provide a billing address below.)

Email Address

Phone Number

Address [] same as mailing address

BUILDING ON A FOUNDATION OF EXCELLENCE

65 E. Butler Avenue | Suite 100 | New Britain, PA 18901 | 215-345-4330 | 215-345-8606
184 W. Main Street | Suite 300 | Trappe, PA 19426 | 610-489-4949 | 610-489-8447
425 McFarlan Road | Suite 102 | Kennett Square, PA 19348 | 610-444-9006 | 610-444-7292
5100 Tilghman Street | Suite 150 | Allentown, PA 18104 | 610-366-8064 | 610-366-0433
One Penn Center at Suburban Station | 1617 JFK Boulevard | Suite 820 | Philadelphia, PA 19103 | 215-687-4246 | 215-564-1780
www.gilmore-assoc.com

Gilmore & Associates, Inc.'s Authorized Representative:

Print & Date

Authorized Signature

EXHIBIT "A"

**Borough of West Chester
Pine Alley Storm Sewer Rehabilitation
West Chester, Chester County, PA
16-03118T**

April 14, 2016

The Borough of West Chester proposes to retain a professional engineering consultant to conduct land surveying, prepare storm sewer rehabilitation plans and contract documents, and provide limited bidding assistance associated with the rehabilitation of the existing Pine Alley storm sewer system located between N. New Street and its outfall northeast of the intersection of W. Washington Street and Hannum Avenue located in the Borough of West Chester.

Based upon a March 29, 2016 meeting and site inspection with Mr. L. O'B Laing, P.E., Director of Public Works and Mr. Michael W. Taggart, P.E., Deputy Director of Public Works, we understand that the scope of services will be as outlined below.

In support of this project, Gilmore & Associates, Inc. proposes the following **BASIC SERVICES**:

I. BASIC SERVICES

- A. Land Surveying
- B. Engineering Design and Contract Document Preparation
- C. Computer-Aided Drafting
- D. Limited Bidding Assistance
- E. Administrative

These above listed **BASIC SERVICES** shall be understood to include the following:

A. Land Surveying

1. Perform field survey of approximately 1,000 linear feet of storm sewer, associated manholes, inlets, topography, and existing surface features beginning at the intersection of Pine Alley with N. New Street, then extending westward along Pine Alley, and ending at Storm Outfall 04 (based on Borough's GIS mapping) located north of W. Washington St. Field survey shall include land area and physical features 5 feet on either side of Pine Alley right-of-way. Property boundary information will be shown based on Chester County GIS data and supplemented with deed research as needed. Existing survey control points provided by others will be utilized to the greatest extent practicable.
2. A plan of survey will be provided to include the surveyed features and land areas including above and below ground utilities, physical features, topography, property boundaries, street right-of-ways, vegetation, etc.
3. Right-of-way information to be shown on the plan of survey will be based on rights-of-way referenced in deeds and available plans to be provided

by Client. No title research will be done in preparation for the plan of survey. A PA One-Call will be performed in preparation of this survey and visible utility features will be located as required.

4. Prepare and mail letters of notification to property owners whose properties are located adjacent to the proposed limits of work notifying them that G&A's surveyors will be surveying relevant existing physical features associated with this project.

B. Engineering Design and Contract Document Preparation

1. Prepare the following drawing sheets to be submitted to the Borough of West Chester. It is understood that these plans will also serve as Construction Plans:
 - Existing Conditions Plan
 - Demolition Plan
 - Proposed Improvements Plan
 - Erosion and Sedimentation Pollution Control Plan
 - Erosion and Sedimentation Pollution Control Notes and Details Plan
 - Construction Notes and Details Plan

(Depending upon complexity, some of the aforementioned plans may be combined.)

2. Prepare the design of the proposed rehabilitation features associated with the existing stormwater collection and conveyance system. The design drawings shall show plan views and profile views along the entire length of storm sewer rehabilitation. Appropriate construction details and notes shall be included as required.
3. Prepare contract documents, including procurement and contracting requirements (as needed), technical specifications, and construction drawings.
4. Prepare Engineer's Opinion of Probable Construction Cost.

C. Computer-Aided Drafting

1. G&A will draft the above-listed drawing sheets in support of the subject project submission to the Borough of West Chester.

D. Limited Bidding Assistance

1. G&A will coordinate with the Borough regarding the bid advertisement, pre-bid meeting, etc., and will upload the contract documents to PennBid.
2. G&A will respond to Requests for Information (RFI) and answer prospective bidder questions during the bid advertisement period.

E. Administrative

1. Prepare and submit the completed contract documents and OPCC to the Borough.
2. Attend the pre-bid meeting.
3. In-house project coordination between the various disciplines involved with this project.
4. Liaison between the Client and G&A's project design team.

Gilmore & Associates, Inc. shall provide the **BASIC SERVICES** outlined above subject to the following **CONDITIONS**:

II. CONDITIONS OF BASIC SERVICES

- A. It shall be understood that this Proposal/Contract is for the preparation of the above-referenced drawing sheets or combination thereof to meet the minimal requirements of West Chester Borough's currently-effective procedures and ordinances, as enacted.
- B. The Client shall provide G&A with any relevant available and accurate base information related to existing utilities and/or features within the project limits. The Client is responsible to provide this information to G&A within two weeks of execution of this Contract Agreement.
- C. The Client will provide G&A with permission to enter the project limits at all times during the course of this project scope of services.
- D. G&A will notify the Pennsylvania One-Call center at least three business days prior to the field investigations. This service will locate public utilities at the site. G&A requests the assistance of the Client to locate privately-owned utilities. No additional utility investigation is included in this Scope of Services. G&A will not be responsible for damage to underground utilities that are not accurately shown on drawings provided to G&A, or marked out in the field.
- E. Utility mapping is provided at Utility Quality Level C in conformance with ASCE standard 38-02 Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data. Utility Quality Level C information is obtained from existing records (One Call) and/or oral recollections as well as surveying and plotting visible above ground utility features. The survey information is correlated using professional judgment with PA One Call records and any oral recollections.
- F. G&A has included creating a digital base map from new survey information obtained by G&A. Any additional survey information that may become necessary for offsite features or other Client-owned adjacent parcels not mentioned above is not included in our **BASIC SERVICES**.
- G. Based on the March 29, 2016 meeting discussions referenced above, it is estimated that earth disturbance will be less than 1 acre. Therefore, preparation of an Erosion and Sedimentation Pollution Control Plan or NPDES Permit

application and submission to the Chester County Conservation District is not anticipated nor included within this scope of **BASIC SERVICES**.

- H. It shall be understood that G&A has not included in this scope of services either the preparation of any archeological/historic studies, wetlands or bog turtle studies, or the preparation of any floodplain, environmental, or community impact assessments, or traffic impact studies or trip generation analyses, or any permitting/remediation required for the removal of any underground storage tanks. It is understood that these components, if required, will be prepared independently as an additional out-of-scope service.
- I. It shall be understood that G&A has not included any wetland encroachment and/or wetland mitigation design or permitting in this scope of services.
- J. It is understood that the proposed improvements disturbance limits will attempt to minimize encroachment of the proposed utility improvements into the 100-year floodplain of any adjacent stream or into any delineated wetlands or Waters of the U.S. that may exist within the project limits. The 100-year floodplain of adjacent watercourses will be as depicted on FEMA's currently-effective Flood Insurance Rate Map. Any work associated with preparing floodplain studies or permitting for improvements within the 100-year floodplain is not included in our **BASIC SERVICES**.
- K. It shall be understood that for the purposes of the Contract Agreement G&A will prepare the construction plans for the entire project build-out conditions. Preparation of separate phasing plans is not included in our **BASIC SERVICES**.
- L. The scope of **BASIC SERVICES** does not include the design of any culverts, bridges, or retaining walls. Structural design of these structures is beyond the scope of these **BASIC SERVICES**.
- M. It is understood that the proposed project will be designed in conformance with the applicable requirements in the Borough's Zoning and Stormwater Management Ordinances. Any services associated with required zoning relief will require a contract agreement change order.
- N. G&A has based this contract/proposal on currently implemented environmental regulations. Any changes to existing regulations or adoption of new regulations may give rise to additional services.

If requested by the Client, Gilmore and Associates, Inc. will be pleased to provide a Contract Agreement for any or all of the individual **ADDITIONAL SERVICES** identified below:

III. **ADDITIONAL SERVICES**

- A. The provision of any additional services not specifically identified in Section I above.
- B. The preparation of computerized or marker color renderings for presentation purposes during Borough public meetings.

- C. The provision of construction stakeout/as-built surveying services at the appropriate time.

EXHIBIT "B"

Borough of West Chester
Pine Alley Storm Sewer Rehabilitation
West Chester, Chester County, PA
16-03118T

April 14, 2016

The **FEES AND METHOD OF PAYMENT** for the services outlined in Exhibit "A" shall be as follows;

I. **FEES AND METHOD OF PAYMENT**

- A. The fee for providing the **BASIC SERVICES** as set forth herein shall be **\$17,600.00** and is based upon acceptance of this Contract Agreement within the next 30 days.

Gilmore & Associates, Inc. reserves the right to adjust the cost of these services in accordance with increases in company billing rates if this Contract Agreement is not accepted within 30 days. Further, it is noted that the Contract price set forth herein assumes the completion of all **BASIC SERVICES** outlined herein within 12 months from the date of an executed Contract Agreement. In the event the **BASIC SERVICES** outlined herein are not completed within 12 months from the date of the executed Contract Agreement, Gilmore & Associates, Inc. reserves the right to adjust the cost of the remaining services in accordance with increases in company billing rates.

The above fee includes an allocation of \$500.00 for miscellaneous costs (i.e. plan/document reproduction fees, postage, clerical, etc.). Miscellaneous expenses beyond the \$500 allocation will be billed in addition to the Contract amount. Attendance at meetings other than those specifically referenced in Exhibit "A" will be billed based upon the hourly rate of those individuals attending said meetings.

- B. Fees for any services performed on this project which are not described in Exhibit "A" will require a Contract Agreement Change Order. The additional services will be described in the change order and the fee will be negotiated with the CLIENT and agreed to in writing by both parties prior to the commencement of said additional services.
- C. The standard terms and conditions attached hereto as Exhibit "C" shall be considered a part of this contract agreement.
- D. Method of Payment - Invoices shall be submitted on a monthly basis and are due upon receipt. Failure to receive payment within fifteen (15) days of the invoice date shall result in the ceasing of all services with regard to this project. Payment is due upon presentation of an invoice and is past due fifteen (15) days from invoice date. Client will be assessed a service charge of one and one-half (1-1/2) percent per month (18% per annum) or a fraction thereof on past due payments.

EXHIBIT C – GILMORE & ASSOCIATES, INC. - STANDARD TERMS AND CONDITIONS

1. DUTIES AND RESPONSIBILITIES

1.1 The Engineer (throughout these Terms and Conditions, Engineer shall include Gilmore & Associates, Inc. and its subconsultants) agrees to provide only those professional services specifically and expressly set forth in the Scope of Services portion of this Agreement. Unless specifically set forth in the Scope of Services, Engineer shall not provide any construction phase services including, but not limited to, the construction phase observation of any contractor's work. Under no circumstances shall Engineer have control over, or be in charge of, nor be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site.

1.2 In the event that the Engineer and Client have not executed this Agreement, the Client's authorization to Engineer to proceed with the performance of the services set forth herein shall constitute acceptance by the Client of these Terms and Conditions.

2. UNDERGROUND UTILITIES AND STRUCTURES

2.1 Client agrees to advise Engineer in writing of known or suspected utilities or other underground structures or features which could affect the services to be provided and shall provide all drawings in its possession which identify underground utilities, structures or features.

2.2 Client agrees to release Engineer from any liability to Client and to hold Engineer harmless in accordance with Paragraph 11.1 where subterranean utility lines and other underground structures or features which were not identified to Engineer as required by Paragraph 2.1 have been damaged.

3. RESTRICTIONS ON USE OF DOCUMENTS

3.1 It is understood and agreed that all drawings, sketches, specifications and other documents in any form, including CADD disks, prepared under this Agreement (collectively "Documents") are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer, whether the project for which they are intended is executed or not. Client shall, upon payment of all fees and reimbursable expenses due Engineer under this Agreement, be permitted to retain reproducible copies of the final versions of those Documents necessary for the execution of the Project ("Deliverables") for information and reference only in connection with the project for which the Documents were prepared. The Documents are prepared for use on this Project only and are not appropriate for use on any other project, for additions to this Project, for completion of this Project by others (unless Engineer is adjudged in default) or for any purpose other than as defined by the Scope of Services, except by agreement in writing with the appropriate compensation to Engineer. Any use of the Documents or the information or data contained therein, in violation of this subparagraph or any alteration or modification of such Documents or the information or data contained therein, without the express written consent of Engineer is expressly prohibited. Such prohibited use is at the sole risk of the user and Engineer is released from any liability for damages arising from such use.

3.2 Client agrees that any Documents in Client's possession shall not be used and shall be returned promptly to Engineer, if Client is in default under this Agreement. Client agrees that Engineer may obtain injunctive relief to enforce this subparagraph.

3A. ACCEPTANCE, OWNERSHIP AND USE OF ELECTRONIC APPLICATIONS (This provision shall apply only to any GIS System included in Exhibit "A").

3A.1 Ownership and Use - It is understood and agreed that any and all map graphics, databases, reports, drawings, computer files, field data, notes or other documents, whether in printed form or in machine readable format created or prepared by Engineer under this Agreement are instruments of Engineer's services and, as such, are, and shall remain, the property of Engineer. However, at the end of the acceptance periods defined in Subparagraphs 3A.2 or 3A.3 and the payment of all fees and expenses due under this Agreement, Client shall have an irrevocable, non-exclusive license to use those components of the electronic applications including the map graphics and databases described in Exhibit "A" ("Deliverables") which have been delivered by Engineer pursuant to Subparagraphs 3A.2 and/or 3A.3.

3A.2 Acceptance Period for Interim Components - Upon receipt of each component part of the electronic application and the map graphics and databases at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the component application including the map graphics and databases. Engineer shall correct any deficiencies brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to that component of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.3 Acceptance Period for Final Delivery - Upon completion of the installation of all of the electronic applications and the map graphics and databases required by this Agreement at Client's facility, Client shall have a period of fifteen (15) calendar days (unless otherwise noted in Exhibit A) to review and approve the overall operation of the applications including the map graphics and databases. This final review and approval shall not include a re-review of the individual components reviewed and approved by Client pursuant to Subparagraph 3A.2. Engineer shall correct any deficiencies in the overall operation of the applications brought to its attention by Client at the conclusion of that fifteen (15) calendar day period. Upon the correction of any such deficiencies, Engineer shall not be responsible for making any further changes, revisions or corrections to any of the electronic applications including the map graphics and databases and is released from liability for any deficiencies contained therein.

3A.4 Modification of Deliverables - Any changes, modifications, deletions or additions made to the electronic applications including the map graphics and/or databases by Client or any consultants retained by it (other than Engineer) are made at Client's sole

risk and Engineer shall not have any liability for, and the Client releases Engineer from any claims or damages resulting from, such changes, modifications, deletions or additions.

4. STANDARD OF CARE

4.1 In performing the services required by this Agreement, Engineer shall use that degree of usual and customary professional skill and care ordinarily exercised by members of its profession under similar circumstances practicing in the same or similar locality. The standard of care shall exclusively be judged as of the time the services are rendered and not according to later standards. Engineer makes no expressed or implied warranty beyond its commitment to conform to this standard.

5. OBSERVATION SERVICES

5.1 If expressly required under the Scope of Services, Engineer shall visit the site at the intervals set forth in the Scope of Services to become generally familiar with the progress and quality of that portion of the work for which Engineer prepared the Deliverables to determine in general if such work is being performed in a manner indicating that such work when completed will be in accordance with the Deliverables. Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. On the basis of on-site observations as a design professional, Engineer shall keep client informed of the progress and quality of the work. Engineer's services do not include supervision or direction of the actual work of the contractor(s), their employees, agents or subcontractors. Client agrees to notify the contractor(s) accordingly. The contractor(s) shall also be informed by Client that neither the presence of Engineer's field representative nor the observation by the Engineer shall excuse the contractor(s) for defects or omissions in his work.

5.2 Under no circumstances shall Engineer have control over, or be in charge of, nor shall it be responsible for, construction means, methods, techniques, sequences or procedures in connection with the work or for the contractor(s)'s safety programs or procedures at the site. Engineer shall not be responsible for any contractor's schedules or failure to carry out the work in accordance with the Deliverables. Engineer shall not have control over or charge of acts or omissions of any contractor, subcontractor, or their agents or employees, or of any other persons performing portions of the work.

5.3 It is further understood that the contractor(s) will be solely and completely responsible for working conditions on the job site, including safety of all persons and property during the performances of the work, and that these requirements will apply continuously and not be limited to normal working hours. Any observations at the site as set forth in Paragraph 5.1 by Engineer is not intended to include review of the adequacy of the contractor(s)'s safety measures at the construction site. The Engineer will not be held responsible for any contractor's failure to observe or comply with the Occupational Health and Safety Act of 1970 (including subsequent amendments), and regulations or standards promulgated thereunder, or any state, county, or municipal law or regulation of similar import or intent.

6. TERMINATION, SUSPENSION

6.1 This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms. This Agreement may be terminated by the Client upon at least seven (7) days written notice to Engineer in the event that the Project is permanently abandoned. In the event of any termination that is not the fault of Engineer, Engineer will be compensated for all services performed up to the time written notice of termination is actually received by Engineer, together with reimbursable expenses then due and reasonable Termination Expenses directly associated with the termination.

6.2 In the event of termination or suspension for more than three (3) months which occurs prior to completion of all services contemplated by the Agreement, the Engineer may complete such analyses and records as are necessary to complete his files and may also complete a report on the services performed up to the date of receipt of written notice of termination or suspension. Termination Expenses provided for above shall include all fees and costs incurred by Engineer in reporting, completed data, completing such analyses, records and reports.

7. INVOICES, PAYMENTS

7.1 Engineer will submit invoices to Client monthly and a final invoice upon completion of services.

7.2 Client shall promptly review Engineer's invoices. Any right to withhold payment based on errors or discrepancies in the invoice is waived if not identified in writing to Engineer within seven (7) days of Client's receipt of invoice. Any research required by Engineer in order to respond to questions raised regarding invoices shall be billable to Client at Engineer's standard hourly rates, if such questions are not raised within such seven (7) day period.

7.3 Payment is due upon presentation of invoice and is past due fifteen (15) days from invoice date. Client agrees to pay a service charge of one and one-half (1 1/2) percent per month (18% per annum) or fraction thereof on past due payments under this Agreement.

7.4 Timely payment to the Engineer in accordance with the Terms and Conditions of this Agreement is a material consideration of this Agreement. Therefore, the Client's failure to make payments in accordance with this Agreement shall constitute substantial nonperformance and a cause for termination by Engineer. If the Client fails to make payment when due Engineer for services and expenses, the Engineer may, at its option and without prejudice to its right to terminate as described above, upon seven days written notice to the Client, suspend performance under this Agreement. Unless payment in full is received by the Engineer within seven (7) days of the date of the notice, the suspension shall take effect without further notice. Suspensions for

subsequent failures to pay invoices shall not require prior notice by the Engineer. In the event of a suspension of performance, the Engineer shall have no liability to the Client for delay or damages caused the Client because of such suspension of performance. The Client shall hold harmless, indemnify, and defend the Engineer for claims that arise due to any suspension.

7.5 It is further agreed that in the event a lien or suit is filed to enforce payment under this agreement, the Engineer will be reimbursed by the Client for all court costs and reasonable attorney's fees in addition to accrued service charges.

7.6 Unless the compensation identified in this Agreement is specifically identified as a lump sum, the amounts set forth as the "Estimated Fee" shall constitute the Engineer's best estimate of the effort required to complete the project as the Engineer understands it to be defined. For those projects involving conceptual or process development work, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in direction, additional effort, or suspension of effort, which may alter the scope. The Engineer will inform the Client of such situation so that negotiations relating to a change in scope and an adjustment to the time of performance can be accomplished as required. If such change, additional effort, or suspension of effort results in an increase or decrease in the cost of or time required for performance of the services, whether or not changed by any change order, an equitable adjustment shall be made and this Agreement modified accordingly.

8. ASSIGNS

8.1 Neither the Client nor the Engineer may delegate, assign, or sublet, or transfer his duties or interest (including any claims that arise here) in this Agreement without written consent of the other party. Such consent shall not be unreasonably withheld.

9. LIMITATIONS ON REMEDIES

9.1 The Client shall promptly (within 24 hours) report to Engineer any defects or suspected defects in Engineer's services of which Client becomes aware, so that Engineer may take measures to minimize the consequences of such defect. Client warrants that Client will impose a similar notification requirement on all contractors retained by Client and shall require all subcontracts at any level to contain a like requirement. Engineer shall be liable for correcting defects in its services caused by its negligence. However, the failure by Client, and the Client's contractors or subcontractors to notify Engineer of such defects in a timely fashion shall relieve Engineer of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

9.2 If, due to Engineer's negligent error, any required item or component of the Project is omitted from the Documents, Engineer shall not be responsible for paying the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the Project or otherwise adds value or betterment to the Project. Engineer shall only be liable to the extent such costs would have been avoided had engineer not been negligent. In no event, will Engineer be responsible for any cost or expense that provides betterment, upgrade or enhancement of the Project. Client's sole and exclusive remedy for such negligent omissions where no otherwise avoidable costs are incurred by Client is for Engineer to perform services necessary to correct omission without charge to Client; provided that where Engineer's fees or reimbursable expenses would have been higher had the omitted item or component been included prior to construction, Engineer shall be entitled to such increased fees and reimbursable expenses.

9.3 Notwithstanding any other provision of this Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by Client or Engineer, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

9.4 Engineer's liability for any damages due to breach of contract, error, omission, professional negligence or any other theory of liability will be limited to an amount not to exceed three times the engineer's fees under this agreement. Such limitation shall apply to the aggregate of all claims that may be brought against engineer and its subconsultants. If the client prefers not to limit the engineer's professional liability to this sum, the engineer will waive this limitation upon the client's request provided that the client agrees to pay an additional consideration for this waiver.

9.5 It is understood that the Engineer shall not be held responsible for any errors or omissions on the part of contractor, including, but not limited to, the contractor's failure to adhere to the plans and specifications regardless of whether or not the Engineer is performing observational services. This provision shall be included in the contract between the Client and his contractor(s) for this project.

10. DISPUTE RESOLUTION

10.1 All claims, disputes, and other matters in question between the Engineer and the Client arising out of, or relating to, this Agreement or the breach thereof or the services rendered by Engineer ("Dispute"), shall be resolved as follows:

10.2 A written demand for non-binding mediation, which shall specify in detail the facts of the Dispute and the relief requested, shall be submitted, within a reasonable time after the basis for the Dispute has arisen, to the party against whom the claim is brought. If the Dispute cannot be resolved by the parties within ten (10) days, the demand shall be submitted to "ADR Options" or such mediation service as the parties shall otherwise agree to retain, for good faith non-binding mediation. The Mediator's fee shall be shared equally by the parties. The party initiating the Dispute shall be liable for any filing fee.

10.3 Any Dispute between the parties that is not fully resolved by mediation within 60 days of submission to the mediation service shall be decided by litigation in a court of competent jurisdiction.

10.4 In no event shall the demand for mediation be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

10.5 In the event that Client institutes suit against the Engineer because of any Dispute and if such suit is dropped or dismissed, or if the Engineer otherwise prevails, Client agrees to reimburse the Engineer, or pay directly, any and all costs and any and all other expenses of defense, immediately following dropping or dismissal of the case or immediately upon judgment being rendered on behalf of the Engineer.

10.6 The signatories to this Agreement, agree to be, and to remain at all times, and for all purposes, without regard for any business address they may now or hereafter assume, subject to the exclusive jurisdiction of the several Courts of Common Pleas of Bucks County, Pennsylvania for all causes of action, if any, which may arise under, or incident to, the application, breach, enforcement, interpretation, performance or nonperformance of this Agreement. This Agreement and the rights and obligations of the parties hereto shall be controlled by the laws of the Commonwealth of Pennsylvania.

11. INDEMNIFICATION

11.1 To the fullest extent permitted by law, Client shall indemnify and save harmless Engineer, their subsidiaries, affiliates, officers, employees and subconsultants or such other individuals or entities who may have assisted the Engineer in the rendering of its services in connection with the Project (along with each of their shareholders, directors, officers, partners and employees) from and against any and all manner of demands, claims, liabilities, costs and expenses, including, without limitation, reasonable attorney's fees and any other defense costs arising out of any negligent conduct or breach of any provision of this Agreement by Client or any individual or entity for whose acts Client is responsible.

12. ENVIRONMENTAL

12.1 Where the scope of basic services includes storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such services proposed or performed by G & A are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical work is to be constructed and maintained by the Client's contractor or others and that G&A has no control over the ultimate effectiveness of any such work or procedures. Except to the extent that there were errors or omissions in the services provided by G & A, Client agrees to indemnify and hold G & A harmless from and against all claims, costs, liabilities or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup or related costs.

13. WARRANTY OF AUTHORITY TO SIGN

13.1 The person signing this contract warrants they have authority to sign as, or on behalf of, the Client for whom or for whose benefit that Engineer's services are rendered. If such person does not have such authority, he agrees that he is personally liable for all breaches of this contract and that in any action against him for breach of such warranty a reasonable attorney fee shall be included in any judgment rendered.

14. CHOICE OF LAW

14.1 This contract will be construed in accordance with the laws of the Commonwealth of Pennsylvania.

15. SEVERABILITY

15.1 In the event that any provisions herein shall be deemed invalid or unenforceable, the other provisions hereof shall remain in the full force and effect, and binding upon the parties hereto.

16. REFERENCES

16.1 Client agrees that Engineer has authority to utilize its name as a Client and general description of the project work or service performed as references to other Clients.

17. INTEGRATION

17.1 There are no understandings or agreements concerning this project except as expressly stated herein.

18. VALIDITY

18.1 It is understood that if this Agreement is not executed by Client or accepted as set forth in Paragraph 1.2 within thirty (30) days of the date of the Agreement, Engineer reserves the right to revise or withdraw this Agreement.

19. THIRD PARTY BENEFICIARIES

19.1 Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or the Engineer.

20. WAIVER OF SUBROGATION

20.1 Except to the extent that such waiver would invalidate the applicable insurance coverage, the Client and Engineer waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, but only to the extent covered by property insurance during construction, except such rights as they may have to the proceeds of such insurance. Client and Engineer each shall require similar waivers from their contractors, consultants and agents.

End of Terms and Conditions

Revised: 04/08/15



MEMORANDUM

TO: Michael A. Cotter, Borough Manager
FROM: O'B. Laing, Director Public Works
DATE: May 03, 2016
RE: Barnard Street Culvert Replacement, Engineering Design Services

Recommendation:

That Borough Council award EB Walsh & Associates Inc. the contract to provide (a) Engineering Design Services and (b) Hourly rates for possibly Bid Administration for the Replacement of the Barnard Street Culvert at a cost of **\$22,134.00**

Background: The Barnard Street Culvert was approved for replacement in 2016 budget at a cost of \$250,000.00 (Goose Creek Stream Improvements). PWD requested Engineering Design Services and rates for possibly Bid Administration Proposals from three outstanding engineering firms. The following is the breakdown of the proposal received for Engineering Design Services.

EB Walsh & Associates, Inc. \$15,822.00**

Gilmore & Associates, Inc. \$19,950.00

Stantec Consulting Services Inc. \$22,950.00

** It should be noted that while the other firms provided relatively similar hourly rates for possibly Bid Administration Services. EB Walsh will provide the service for a flat rate of an additional \$6,312.00 for a total contract sum of **\$22,134.00** if the Borough so desire.



EDWARD B. WALSH & ASSOCIATES, INC.
Complete Civil Engineering Design / Consultation Services
Lionville Professional Center
125 Dowlin Forge Road
Exton, PA 19341

March 22, 2016

Mr. Michael W. Taggart, P.E.
Deputy Director of Public Works
Borough of West Chester
mtaggart@west-chester.com
Phone: 610-696-6121

RE: Barnard Street Culvert Replacement Project
Design Proposal
West Chester Borough, Chester County

Dear Mr. Taggart:

Edward B. Walsh and Associates, Inc. (EBWA) is pleased to provide this proposal for Professional Land Surveying and Civil Engineering services necessary to prepare design plans and specifications for the Barnard Street Culvert Replacement project. The scope of work to be performed by EBWA is as follows:

1. Field Survey / Survey Base Plan
 - a. Project set up (use control from Union Station project – FEMA Benchmark)
 - b. Field Survey culvert, topography, wetlands
 - c. Download survey data & prepare survey base plan
 - d. Draft Effective FEMA Floodplain (from EBWA Floodplain Analysis)
2. Environmental Clearance Work
 - a. Perform PNDI Search
 - b. Coordination and perform Bog Turtle Screening with USACE representative.
 - c. Take site photographs for permit
 - d. Excludes Phase 1 Bog Turtle Study, if required
 - e. Wetland Survey / Report completed by others.
3. Geotechnical Investigation (subconsultant – Ingram Engineering Services)
 - a. Excavator: One (1) excavator shall be on-site to excavate the test pit. This price will include mobilization and the cost of an operator for a half day.

REGISTERED PROFESSIONAL ENGINEERS & LAND SURVEYORS
Pennsylvania, New Jersey, Delaware & Maryland
610-903-0060 FAX 610-903-0080
www.ebwalshinc.com
Established 1985

- b. Geotechnical Engineer: One (1) Geotechnical Engineer shall be on-site to direct the test pit location, classify soil morphologies, subsurface parameters such as soils, rock, water, etc., and complete the test pit logs.
 - c. Senior Technician: One (1) Senior Technician shall be on-site to hand dig soils around existing culvert footers, stream channel, and conduct Kneas bar testing.
 - d. Laboratory Analysis: ASTM Gradation/Hydrometer analysis as applicable.
 - e. Professional Engineering Report: Ingram shall provide the client with a soils foundation report including all findings, conclusions, and recommendations. This report shall be signed and sealed by a Professional Engineer.
 - f. Correspondence: Any follow-up correspondence with the design engineer, ConSpan, PA One Call, Public Works, etc. as required.
4. Culvert Design Construction Plan
- a. Prepare Construction Plan Set including:
 - i. Existing Features Plan (base survey plan).
 - ii. Grading Plan
 - iii. Erosion & Sedimentation Control Plan (see below)
 - iv. Construction Details
 - b. Project Coordination with Contech Solutions or equal for Culvert Design
 - c. Project Coordination with Geotechnical Engineer
 - d. Excludes Structural Design & Geotechnical Analysis
5. Erosion & Sedimentation Control Design
- a. Prepare E&S Control Plan for submission with GP-11 (excludes CCCD coordination - not required)
 - b. Construction Sequence & Details
6. General Permit 11 Preparation
- a. Prepare GP-11 package
 - b. Includes Site Plan, site photos, project description, PNDI Receipt.
 - c. Includes one meeting with PA DEP, if required.
 - d. Excludes Wetlands, wetland replacement design, bog turtle habitat screening (see below).
7. Administration / Miscellaneous
- a. Client communication
 - b. Plan revisions (DEP normal plan revision)
 - c. Excludes Public Meeting Attendance

Subtotal 1-7:.....\$15,822.00

8. Phase 1 Bog Turtle Study, if required.....\$1,600.00
 Excludes Bog Turtle Phase II Study or avoidance measures coordination.

9. Bid Plan Preparation

- a. Prepare Bid Specification Package (pdf format)
- b. Technical Bid Specs for Culvert (by others)
- c. Prepare Public Advertisement (excludes advert. fee)
- d. Prepare construction bid form

10. Bid Administration

- a. Post final bid package to PennBid
- b. Answer Bid questions
- c. Attend Pre-Bid Meeting
- d. Download and Review of Bid Results
- e. Prepare Bid Recommendation Letter to Borough

Subtotal 9 & 10 :.....\$6,312.00

Total:.....\$23,734.00

Please note that the above does include normal revisions to the plans as requested by the Borough. This proposal does not, however, include the following:

- o Delivery charges (overnight mailings)
- o Permit / application / public notice fees
- o Color Rendering Preparation
- o Detour Plan Design
- o Wetland Mitigation Plan
- o Structural Design - Culvert or Retaining Wall
- o HEC-RAS Floodplain Study (maintain opening)
- o FEMA Coordination

EBWA will provide prints of the finished project at our normal reproduction rates. Any work not included in our above proposal will be subject to your approval and be based on a time and material basis at the below listed EBWA Municipal Engineering rates. The rates are for the calendar year 2016 and subjected to change annually.

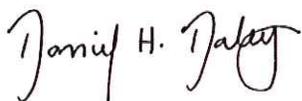
Sr. Project Mgr.	=	\$115.00/Hour
Project Mgr./Engineer	=	\$100.00/Hour
Prof. Land Surveyors	=	\$ 95.00/Hour
Environmental Scientist	=	\$ 90.00/Hour
Designer I	=	\$ 88.00/Hour
Draftsperson/CAD	=	\$ 88.00/Hour
Inspector	=	\$ 78.00/Hour
Survey Crew (2-Man Crew)	=	\$130.00/Hour
Prints	=	\$ 0.47/S.F.

March 22, 2016
Mr. Michael W. Taggart, P.E.
Borough of West Chester
RE: Barnard Street Culvert Replacement Project
Page 4 of 4

Payment terms are net thirty (30) days. Invoices are sent monthly on work performed each month. If you have any questions, wish to discuss this proposal, or would like to modify the proposed scope of work, please feel free to contact me. If you wish us to proceed, please sign, date and forward one (1) copy to my attention. We will schedule the work upon a receipt of a signed proposal.

Thank you for giving us the opportunity of providing you with this proposal and we look forward to the prospect of working with you on this project.

Very truly yours,
EDWARD B. WALSH & ASSOCIATES, INC.



Daniel H. Daley, P.E.

PROPOSAL ACCEPTANCE

Authorized Signature

Date

EAST BRADFORD TOWNSHIP

666 Copeland School Road
West Chester, PA 19380-1822
Phone: (610) 436-5108
Fax: (610) 436-8652



Board of Supervisors:
Vincent M. Pompo, Esq.
Dr. Thomas A. Egan
Mr. John D. Snook

March 10, 2016

Ellen B. Koopman, President, West Chester Borough Council
West Chester Borough
401 E. Gay Street
West Chester, PA 19380

Subject: Bradford Avenue Improvements Coordination & Planning

Hello Ellen:

Both the Borough and Township are at a substantially advanced stage in the updates to our respective comprehensive plans. The Township has identified the Bradford Avenue Corridor as one of its important areas of focus for future planning and improvements and, communication and coordination with the Borough as another area of focus. Towards that end, our respective Comprehensive Plan Task Force committees met in December 2015 to discuss cooperative planning including the Bradford Avenue Corridor and the exchange was very positive.

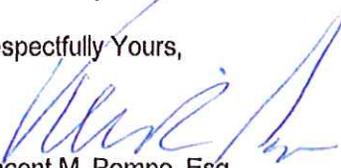
On February 17, 2016, officials from the Township and Borough met to discuss the Bradford Avenue corridor with the goal of accomplishing an understanding for paving in 2016 in light of plans by Aqua PA to install new water mains and the Township plan to repave a segment of the road.

The outcome of the meeting, as I understand, did not result in any commitment or clarity of scope. For example, a commitment could not be made to undertake coordinated pavement resurfacing in 2016. As such, it is likely the Township will defer Bradford Avenue from its 2016 road program.

Coordination of this shared road is critical to both our communities. I would like to suggest for consideration of Borough Council, the creation of a joint ad hoc study committee to form and meet on a regular basis to identify an effective strategy for the inter-municipal improvement of our Bradford Avenue Corridor.

Thanks for your consideration and please let me know if you are amenable to this.

Respectfully Yours,


Vincent M. Pompo, Esq.
Chair, East Bradford Township Board of Supervisors

cc: Tom Egan, Supervisor, East Bradford Township
John Snook, Supervisor, East Bradford Township
Michael Colter, Manager, West Chester Borough
Michael P. Lynch, Manager, East Bradford Township

Minutes

Public Works, Recreation & Environmental Protection Committee

April 12th, 2016 – 5:30 pm

Committee Members Present: Don Braceland (Chair)

Jordan Norley

Diane LeBold

Meeting called to order 5:32pm by Don Braceland

Department Heads present : O'B Laing, Keith Kurowski

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
5:32 None

2. Discuss West Chester Area Baseball League
 - a. "State of the League"
 - b. Major changes are occurring
Jordan Ludwick spoke on behalf of the West Chester Adult Baseball League (WCABL) asking the Borough to consider retiring the league's name so not future group could use it. Borough Manager Mac Cotter stated that the Borough has no legal action to take. No motion wa made
Refer to Recreation Minutes

3. Discuss Barkley Grounds (Chris Lang)
 - a. Tree naming/purchasing
 - b. Contributors recognition plaque
 - c. Grand Opening and Dedication, April 22nd
Refer to Recreation Minutes

4. Discuss Special Event Permit process and fees
 - a. West Chester Rotary and Chili Cook-off request for fee waiver
Refer to Recreation Minutes

5. Discuss Special Event Permits
 - a. Ramsgate Music Festival – 4-13-16
 - b. Restaurant Festival – 9-18-16, rain date 9-25-2016
 - c. Halloween Parade – 10-26-16, rain date 10-27-16
 - d. WCU – 5k – 4-24-16
 - e. PA Apt. Assoc. Helping Hands – run – 4-28-16
(Info supplied by Tuesday)
 - f. Great Race – 5K – 5-17-16

g. Mother's Day – 5k – 5-8-16

h. Dub C 4 Miller – 6-10-16

Refer to Recreation Minutes

6. Discuss John O Green Phase 1 resurfacing BID

Refer to Recreation Minutes

7. Overview of West Chester's Green Infrastructure Park concepts for:

a. Fugett/Municipal Building.

b. Veteran Memorial/Pine Alley Storm Water Project

Courtney of CH2M council a general overview of the planned Green Infrastructure and its implication for the parks listed above in addition to John O Green Park

8. Discuss March Minutes

Minutes were approved

Meeting was adjourned at 7:10 PM

Submitted by: O'B Laing