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A G E N D A

BOROUGH COUNCIL WORKSESSION

May 17th, 2016 – 7:00 pm

1. Meeting call to order/Pledge of Allegiance.
2. Comments by Mayor and Council.
3. Presentation by WC BID – Malcolm Johnstone – Annual Report
4. Consider PA DEP Settlement Proposal – sanitary overflow
(Public Works Committee recommendation approval 3-0)
5. Consider Pine Alley Storm Sewer Main Replacement Project
(Public Works Committee recommendation approval 3-0)
6. Consider Barnard Street Culvert Replacement Project
(Public Works Committee recommendation approval 3-0)
7. Consider creating the Bradford Avenue Improvement Ad Hoc Committee with East Bradford Township
(Public Works Committee recommended that a committee be formed to coordinate the process with the township - approval 3-0)
8. Update to Borough Goals and Outcomes based on Community Visioning Process
9. Consider Community Initiatives Web-page Policy
10. Consider Lot #10 leases with Grower's Market Association and West Chester Food Co-op
(Parking Committee recommendation to execute 2 leases as drafted, approval 3-0)
11. Consider 200 South Franklin signage relocation
(Parking Committee recommendation approval 3-0 to move 1 sign 60 feet to allow for 3 parking spaces for residents)
12. Master Parking Plan Update
13. Review of Building Renovation Project Request For Proposal
14. Consider Mayor recommendation for conditional offer of employment (new officers)
(Public Safety Committee recommendation approval 3-0)
15. Consider authorization undertake restatement and consolidation of the Police and Non-Uniformed pension plans.
(Finance Committee recommendation approval 3-0)

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16. Consider 2011 Bond Refinancing Engagement Agreement Review
 - a. FSL Financial Solutions – Financial Advisor
 - b. Cozen O’Conner – Bond Counsel

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

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

19. Consider approval of April minutes

20. Zoning Appeals:
 - a. 421 North New Street

This meeting is being audio recorded for the public record.

UPCOMING MEETINGS:

May 18th, 2016

Moment of Silence in memory of Mayor Dick Yoder and in honor of his service to West Chester
 National Law Enforcement Appreciation Month – Proclamation to Chief Bohn and WCPD
 Recognition of 4 student winners and presentation of CCHS Certificates by Mayor Comitta
 Presentation of Proclamation to Mayors Against Illegal Guns declaring June 2, 2016 Gun
 Violence Awareness Day

Tuesday	5-17-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	5-18-2016	Council Meeting	7:00 pm	Council Chambers
Tuesday	5-24-2016	Planning Commission Worksession	6:30 pm	Room #240
Thursday	5-26-2016	HARB	7:00 pm	Room #240
Tuesday	5-31-2016	Planning Commission	6:30 pm	Council Chambers
Wednesday	6-1-2016	West Chester Railroad Restoration Comm.	7:00 pm	Council Chambers
Tuesday	6-7-2016	Public Works/Recreation/ WW Committee	5:30 pm	Council Chambers
Tuesday	6-7-2016	Kaizen Committee	6:30 pm	Council Chambers
Tuesday	6-7-2016	Parking Committee	7:30 pm	Council Chambers
Wednesday	6-8-2016	Public Safety Committee	5:30 pm	Council Chambers
Wednesday	6-8-2016	Finance Committee	6:30 pm	Council Chambers
Wednesday	6-8-2016	Smart Growth Committee	7:30 pm	Council Chambers
Monday	6-13-2016	Zoning Hearing Board	5:30 pm	Room #240
Tuesday	6-14-2016	BID Board	8:00 pm	119 N. High St.
Tuesday	6-14-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	6-15-2016	Council Meeting	7:00 pm	Council Chambers
Monday	6-20-2016	Shade Tree Committee	6:00 pm	Room #240
Monday	6-27-2016	Public Hearing – NPDES Permit	6:00 pm	Council Chambers

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

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 ½) 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.

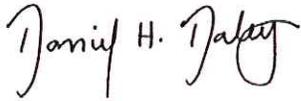
Sr. Project Mgr.	=	\$115.00/Hour
Project Mgr./Engineer	=	\$100.00/Hour
Prof. Land Surveyors	=	\$ 95.00/Hour
Environmental Scientist	=	\$ 90.00/Hour
Designer I	=	\$ 88.00/Hour
Draftsperson/CAD	=	\$ 88.00/Hour
Inspector	=	\$ 78.00/Hour
Survey Crew (2-Man Crew)	=	\$130.00/Hour
Prints	=	\$ 0.47/S.F.

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.

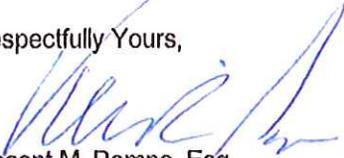
On February 17, 2016, officials from the Township and Borough met to discuss the Bradford Avenue corridor with the goal of accomplishing an understanding for paving in 2016 in light of plans by Aqua PA to install new water mains and the Township plan to repave a segment of the road.

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 Cotter, Manager, West Chester Borough
Michael P. Lynch, Manager, East Bradford Township



MEMORANDUM

TO: Borough Council
Mayor Carolyn Comitta

FROM: Michael A. Cotter, Borough Manager

DATE: 13 May 2016

RE: Potential Revisions to the Borough's Strategic Goals and Outcomes

Recommendation:

That specific outcomes be added to the Borough's Strategic Goals (September 2015 edition) to incorporate the input from the Borough's Community Visioning sessions.

Action:

To amend the Goals and Outcomes as follows:

Growth

1. Amend the goal statement with language that notes the needs to preserve/strengthen/respect the Borough's diversity, and respect for its values
2. Add new outcome (#7) related to encouraging/fostering/promoting the development of the arts in West Chester
3. Add new outcome (#8) regarding the impacts of West Chester University on the Borough

Community and Economic Development

1. Add new outcome (#5) calling for development and implementation of community and economic development plan

Safety

1. Amend outcome #1 to state "Organizational *and* Community Emergency Preparedness"
2. Add new outcome (#6) specifically addressing responsible hospitality (i.e. managing our role as a center of entertainment)
3. Add new outcome focusing on improving pedestrian safety

Natural Resources and Environment

1. Amend Outcome #1 as follows: "Promote, *and Maintain*, a Clean Landscape"
2. Add new outcome (#5) addressing Borough's streetscape/public space

Responsible Government

None

2016 Mission, Goals, and Outcomes

16 SEPTEMBER 2015



Mission

West Chester Borough Council resolves to retain a strong commitment to democratic principles and always demonstrate integrity, fairness, and honesty while fostering the values and integrity of representative government through action and example.

Borough Council will continually advocate for active citizen involvement in local governance and recognize the right of citizens to influence local decisions.

Borough Council will work effectively with the Borough Administration, in accordance with transparent and open government practices, to develop and implement policy always in the best interest of the residents of the Borough of West Chester



Goals & Outcomes for 2016

Sustainable Growth and Sustainable Operations

Responsible Government: Promote an effective, high performance organization that is focused on transparency, accountability, and stewardship. Encourage resourcefulness, ingenuity, and innovation.

- Outcome 1 – Effective and Efficient Management of Borough Finances
- Outcome 2 - Financial Stability and Accountability
- Outcome 3 – Improve the fiscal condition of the Borough.
- Outcome 4 – Promote Improvements and Efficiencies in Processes, Policies and Procedures
- Outcome 5 – Citizen Involvement, Participation and Satisfaction
- Outcome 6 -Smart Use of Technology

Economic Development: Create an environment that will attract good-paying jobs and increased business opportunities.

- Outcome 1- Support Business Development
 - Outcome 2 – Create Partnerships
 - Outcome 3 – Balanced Community
 - Outcome 4 - Sustainable Parking Policies designed to support the continued smart growth of the Borough
- 

Goals & Outcomes for 2016

Natural Resources and Environment: Clean and plentiful natural resources for a healthy environment, and safe, plentiful and diverse recreation, cultural, and event opportunities.

- Outcome 1 – Promote a Clean Landscape
- Outcome 2 – Promote Sustainable Projects
- Outcome 3 – Readily Available, Convenient and Safe Passive and Active Recreational Facilities
- Outcome 4 – Safe and Efficient Management of Events

Safety: Promote a working partnership with the community in creating and maintaining a safe environment for our citizens and the Borough employees who serve them.

- Outcome 1- Organizational Emergency Preparedness
 - Outcome 2 – Shared Knowledge, Resources and Communication
 - Outcome 3 – Proactive Approach to Being Responsive and Prepared
 - Outcome 4 – Service that is Accountable, Effective, and Efficient
 - Outcome 5 – Improve Quality of Life
- 

Goals & Outcomes for 2016

Growth and Infrastructure: West Chester grows in a manner and pace that Borough residents find livable, and allows them to move around the Borough safely and without excessive congestion. Encourage patterns of development and re-development that create a well balanced and thriving community.

- Outcome 1 – Effective and Compliant Stormwater Management System
 - Outcome 2 – Effective and Compliant Sewer System
 - Outcome 3 – Implementation of Neighborhood Enhancement Program
 - Outcome 4 – Safe and Accessible Transportation Options
 - Outcome 5 – Sustainable and Environmentally Friendly Growth
 - Outcome 6 - Preserve the Borough's Historic Character and Integrity
 - Outcome 7 -
- 

Borough of West Chester Visioning Sessions

September 2015



Borough of West Chester Visioning Sessions

September 2015

INTRODUCTION

The Borough of West Chester hosted two town hall visioning sessions to engage West Chester residents in conversations that will inform multiple planning processes. Sessions took place at the Charles A. Melton Arts & Education Center on September 23, 2015 and at the Chester County Historical Society on September 28, 2015, with approximately 50 participants and 75 participants at each event, respectively.

Each session opened with introductory remarks from Michael A. Cotter, Borough Manager, and a welcome from Jordan C. Norley, President of Borough Council. Mayor Carolyn Comitta and Borough Council Members Stephen A. Shinn, E. Brian Abbott, Donald Braceland, Cassandra L. Jones, Ellen B. Koopman, and William J. Scott attended and supported the events. Mr. Cotter provided an overview of Borough planning processes, asked residents to be engaged and to provide input, and introduced five areas that are the focus of planning:

- I. Growth
- II. Community and Economic Development
- III. Safety
- IV. Natural Resources & Environment
- V. Responsible Government



Poster templates with guiding questions were used to facilitate small group conversations and full group discussions. Participants wrote ideas on the posters, and unedited responses are presented below. Common themes are noted in bold.

As one participant wrote on a poster, "the top-level goal is livability and being a great place to live." The five topics for discussion were intended to surface ideas for improving and maintaining livability and ensuring that West Chester is a great place to live. The Borough of West Chester will draw upon these ideas to inform plans for the future.

I. GROWTH

How can we be sure West Chester grows in a manner and pace that residents find livable?	What worries you?	What excites you?
<p>Development Issues:</p> <ul style="list-style-type: none"> - Develop open space downtown - Any 19th century building should be treated as a rare example – retain the history! - Work with our neighboring municipalities to share growth - Maintain the boundaries of the Borough - Vertical growth outside the town center - Insure appropriate transition zones between different zoning districts - Mixture of uses that balance! <p>Civic Engagement:</p> <ul style="list-style-type: none"> - Planning/take time to actively seek community input from/in the beginning - Encourage citizen participation before decisions are made <ul style="list-style-type: none"> - Email from ward leaders - Database - Put residents before business - Responsive government <p>Growth:</p> <ul style="list-style-type: none"> - Population control - Control density in relation to parking or limit parking based on square footage - Don't grow! - I hear WCU is increasing enrollment – that is stupid unless they have ample student housing - Cooperation from WCU Find a similar town – best practices <p>Other:</p> <ul style="list-style-type: none"> - Do not rely heavily on trends, renters may fluctuate – make sure to maintain 	<p>Retail/Businesses:</p> <ul style="list-style-type: none"> - Liquor licenses – 39 in 1.8 square miles - Proliferation of bars/taverns - Too many bars - Limited diversity of retail - Small privately owned businesses cannot survive because of ridiculous rents (greed) – concerned we have the generic big businesses take over - Box stores - "Too boutique" - Lack of retail diversity <p>Development:</p> <ul style="list-style-type: none"> - Loss of historic character - Oversized buildings - Building that blocks sunlight – setbacks from street - Heights of new construction – lower it! - Building heights – over-building - Wyeth property redevelopment competing with the historic downtown - Adding housing near industrial areas – need to maintain industry in WC for a diverse economy and higher paying jobs – housing should not be built in its place - Loss of historic integrity that makes WC what it is and why people come here! - Inconsistencies with enforcing "rule" - Ugly buildings – bad architecture - Developers in control - Zoning <p>Parking:</p> <ul style="list-style-type: none"> - Parking - Parking, parking, parking - Parking in residential areas 	<p>Current:</p> <ul style="list-style-type: none"> - Biking/bike-friendly (3) - Running - Dogs - Walking into town - Beauty - Diversity (ages, financial status, race) - Small town - Family town - Community, family feeling of the neighborhood - Positive development in town - Borough is vibrant/alive - Concerts in park - Family friendly entertainment - West Chester sunrises and sunsets – it's quite! - Arts/music - Redevelopment opportunities - Virtually no violent crime - Historic architecture of the buildings - Good school district - Residents working together - Diversity living harmoniously - Everything to do with being able to walk to it – love the events, shops, etc., theater would be nice, more services so we don't have to drive to anything <p>Potential:</p> <ul style="list-style-type: none"> - Armory – theater - Theater with independent films - Co-op in post office - Culture – potential with WCU not being a party school, but improving thus improving relations

How can we be sure West Chester grows in a manner and pace that residents find livable?	What worries you?	What excites you?
<p>established traditions so the "core" always grows</p> <ul style="list-style-type: none"> - You've already lost it – you've given away our weekends - Surveillance cameras 	<ul style="list-style-type: none"> - Lack of consistency with open lots and kiosks <p>West Chester University Relations and Issues:</p> <ul style="list-style-type: none"> - College 'only' town – [follow-up from another participant] this mentality is a worry <ul style="list-style-type: none"> - the college and its students cannot be viewed as the enemy - Not viewed as enemy – needs to be room for ALL! - More students - College sprawl – use more services that taxpayers finance <p>Planning:</p> <ul style="list-style-type: none"> - Competing priorities without a sense of unifying vision - No planning that promotes quality of life - Poor or inexperienced leadership in defining and setting that vision in motion <p>Traffic:</p> <ul style="list-style-type: none"> - Truck traffic – no good for old buildings - Traffic and more traffic - Traffic <p>Rentals:</p> <ul style="list-style-type: none"> - Absentee landlords (2) - Over-crowded student and other unrelated persons – housing more than 4 unrelated people - Too many new rentals coming, transient population not invested in Borough - More profitable to rent to students than own homes - Rental housing accountability - Loss of student rental permit with state legislation proposed 	<ul style="list-style-type: none"> - Potential of the train returning to WC!!! Not having to drive somewhere to get a train - Potential Pfizer property (Wyeth) - More urban and cultural activities and less suburban activity - Re-use, rehab of historic buildings into viable new and modern uses – win/win by preserving the built environment and sense of place that is WC while growing and changing to keep WC viable - Enhancing WC's small town-ness and growing it carefully into a more diverse and urban area with greater activities and opportunities BUT in keeping with WC's inherent character and historic nature that makes it a special and unique place - Maintaining the 'growth boundary' around WC and working to eliminate sprawl which draws life from the town center and reduces a sense of place - Idea of a community center – town center - "Plaza plan" - Food co-op – reasonably priced food in town - Trees – open space

How can we be sure West Chester grows in a manner and pace that residents find livable?	What worries you?	What excites you?
	<p>Other:</p> <ul style="list-style-type: none"> - Dirty - Theft - Dogs - Mosquito spraying - Air quality/water quality - Where will our post office be? - Not enough affordable housing for over 65 in walking distance - Alienation/barriers between neighborhoods and town center - Residents resistant to compromise - Pedestrians - Speeding - Running stop signs - Police presence - Segregation 	



II. COMMUNITY AND ECONOMIC DEVELOPMENT

What do we need to do to attract good paying jobs and increase business opportunities?	...and maintain what we like about West Chester?
<p>Affordable housing (4)</p> <p>Transportation/Accessibility:</p> <ul style="list-style-type: none"> - Need a report from the train committee - Add train station!!!! - Accessibility (public transportation), traffic, bikes - Eliminate parking/provide parking - Walkability/neighborhoods/community - Walking town/trails - Free trolley/shuttle loop through town center <p>Infrastructure:</p> <ul style="list-style-type: none"> - Good schools - Offices/industry - East Market/East Gay corridor development/offices - Higher buildings <p>Business Focus:</p> <ul style="list-style-type: none"> - An enclosed economy where someone who is too busy/tired/lazy to leave town doesn't have to – food, groceries, entertainment, schools - Balance retail stores with food/restaurants - Community based institutions NOT CHAIN STORES! - Keep money circulating in the local community - Less vape shops - Drive economic partnerships with downtown and WCU - A food co-op in the town center! - Grocery store (e.g., Trader Joe's) where post office is located - Business incubator – Walnut Street Labs - Business incubation spaces – what infrastructure will they need? - Increase retail diversity - Diversity with business - Diverse retail and hours (longer) 	<p>Historic Nature:</p> <ul style="list-style-type: none"> - Historic preservation, awareness/not like Exton (2) - Maintain the historic nature in new buildings in and outside of center <p>Development:</p> <ul style="list-style-type: none"> - Develop East corridor/preserve downtown - Will still have to control size of new residential development despite added jobs - Proactive positive interaction between WCU and residents - Make sure the residents are not exclude/pushed out by development - East Market and Gay is a hot mess - Lower height limit of buildings - No more apartments (condos, etc.) <p>Walkability:</p> <ul style="list-style-type: none"> - Walkable towns - Provide more transport alternatives – bike, walk, intermodal - Walkability - Make WC a true walkable community by creating a core of commercial businesses serving basic needs starting with a full market (e.g., fresh market, like old Jobney and Connie's or Tony's Market) <p>Community Cohesiveness:</p> <ul style="list-style-type: none"> - Citizen involvement - Diversity of people/shops - Small town charm <p>Open Space/Parks:</p> <ul style="list-style-type: none"> - Preserve open spaces/parks, etc. - More small parks – sitting, etc. – fund and support

<p align="center">What do we need to do to attract good paying jobs and increase business opportunities?</p>	<p align="center">...and maintain what we like about West Chester?</p>
<ul style="list-style-type: none"> - Grocery store, furniture - Attract technology - Attract a high tech corporate park on Pfizer property - Attract new business – like Moody's, etc. <p>Populations:</p> <ul style="list-style-type: none"> - 55+ building – eat-out, shop, theater, entertainment - Attract young talent - Hip environment – art and music - More diverse activities – movie, cultural, activities for children - Attract Millennials and Boomers - Celebrate diversity (age, etc.), people, housing <p>Development Considerations:</p> <ul style="list-style-type: none"> - Collaborate with regional townships - A plan - WCU's participation - Brand WC as a complete community (not just a college town) - Not more college sprawl - Lower taxes - What will the good jobs of the future look like (e.g., working remotely at home)? - Encourage redevelopment of undesirable properties - Condo development for high end/downsizing residents (not apartments) - Conversion of existing space 	<p>Other:</p> <ul style="list-style-type: none"> - Fund our schools - Vote for – use Bill of Rights - Bring back train (light rail) - Less bars with food - Have stop signs to control traffic and not more traffic lights, exception main thoroughfares (e.g., High Street and other state roads) – place an emphasis on traffic calming measures as initial steps in traffic control management - Foster cottage industry - Livability - Community for families - Neighborhood improvement - Physical beauty - We don't want a little Philadelphia - Quality of life - Service level - Provide opportunities to increase interaction between various parts of the town/community

III. SAFETY

<p style="text-align: center;">Safety: What safety issues need to be addressed and how?</p>	<p style="text-align: center;">Emergency Preparedness: Do you feel prepared for an emergency? What could we do to improve preparedness?</p>
<p>Pedestrian Safety:</p> <ul style="list-style-type: none"> - Pedestrian safety - Pedestrian street lighting - Enhance the (awful!) pedestrian options in certain places, e.g., East Gay Street from Borough Hall to West Goshen shopping center or Hannum Ave between Beer Mill and Bradford Plaza - Have sidewalks made of sidewalk materials – brick/cement and do not allow vehicles (service trucks) to park on sidewalks! - Pedestrian safety in the face of congestion - Close Gay Street Friday and Saturday evenings for both safety and enjoyability - Sidewalks in areas outside: Giant - Pedestrian safety in traffic - Safety of brickwalking/sidewalks – need sidewalks in some areas <p>Traffic:</p> <ul style="list-style-type: none"> - Traffic vibration – impact on older buildings, particularly on High Street - More “Watch for Children” signs, particularly on corner of Bradford and Dean Streets - Running stop signs and fast traffic on N. Brandywine, Marshall and nearby streets – use these as a fast connector between Route 322 and High Street – need more stop signs <p>West Chester University:</p> <ul style="list-style-type: none"> - Student behavior is a concern – closing bars is not the answer – what do other towns do? - Student alcohol-fueled behavior – yes! they are taking our peace – some are violent and destroy and steal property or come into our lawn to puke or have sex 	<p>Overview – do you feel prepared:</p> <ul style="list-style-type: none"> - Note: responses were mostly yes, some no, some not sure <p>Recommendations:</p> <ul style="list-style-type: none"> - Streets: <ul style="list-style-type: none"> - Limit and manage truck traffic to certain hours - Bike lanes - Better street lighting - Fewer cars parked on narrow streets - Planning and Networks: <ul style="list-style-type: none"> - Awareness of plans - Neighborhood contacts – block captains that report to Council representatives - Questions: <ul style="list-style-type: none"> - Do you have a terrorist plan/bomb squad? - Drones – sighted in neighborhood – how to handle? - Do we have shelters for tornadoes, floods, and power outages? - Other: <ul style="list-style-type: none"> - Family training sessions - Instability of electric supply/power outages - Education and awareness - Dissemination of safe centers - More professional and public drills - Centers for people to go to if electric goes out - Address flooding proactively

<p style="text-align: center;">Safety: What safety issues need to be addressed and how?</p>	<p style="text-align: center;">Emergency Preparedness: Do you feel prepared for an emergency? What could we do to improve preparedness?</p>
<ul style="list-style-type: none"> - Partnership with WCU to promote a sense of pride through student orientation to living in a town/community (that would help, there is such adversity to still tackle) - Move the masses/the kids (WCU) <p>Bike Safety:</p> <ul style="list-style-type: none"> - Bicycle safety in town and out of town - Bike safety <p>Other:</p> <ul style="list-style-type: none"> - High density living - High rental density - Text/email alerts to community - Enforcing existing rules – quiet hours, parking (has gotten more compliant with curb painting and tickets), bikes - Small crimes enforcement/investigation – porch furniture, flower boxes, planters - Snow removal on residential sidewalks and some commercial – unoccupied - Having police be more proactive about things like drug dealing – not waiting for residents to call in something that has been going on for a while - Historic homes degrading - Loss of what differentiates West Chester – historic homes and features - Accommodations for mobility impaired - Drones – stay ahead of technology - Night time noise (even in the town center – people live there, too) - Restaurants and bars need to be held responsible after taking training in identifying students who are drunk and cut them off as appropriate - Parking lot kiosks upgraded and payment consistency - Theft 	<div style="text-align: center;">  </div>

IV. NATURAL RESOURCES & ENVIRONMENT

<p>Clean West Chester: What priorities should we address to achieve and maintain a clean West Chester?</p>	<p>Recreation: What can we do to promote and provide recreational activities for all? What are your priorities?</p>	<p>Events: How can we manage events safely and efficiently?</p>
<p>Transportation:</p> <ul style="list-style-type: none"> - Bring the train back for “clean” commute - Electronic charging stations <p>Maintenance:</p> <ul style="list-style-type: none"> - Create a plan and funding to renew our sewer infrastructure - Trash cans at bus stops - Fines for people littering - Support maintenance of historical buildings - Make shop/store keepers responsible for their own space/sidewalks: cig butts, ashtrays or shared services - Clean dog poop for your dog - Have parking enforcers drive electric vehicles to stop the pollution due to their idling SUVs – can’t they use smaller smart cars? - Requirements or enforcements for landlords to properly maintain retail units - Sidewalks need cleaning - Expand hours of lawn refuse drop-off - Too many trash cans in front of some businesses (Starbucks) - Keep public works an in-house operations – don’t farm out trash pick-up, plowing, street cleaning, etc. 	<p>Public Spaces:</p> <ul style="list-style-type: none"> - More public space in town core - Rail – trail using West Chester railroad – keep tracks in place - Bike lanes on key roads /”city bikes” available with parking for cars on outer perimeters - Create more green spaces for casual relaxing - Utilize parks – yoga, tai-chi in the park - Keep playgrounds in parks clean and safe - Natural playscapes - Expand the Melton Center to include a public pool - Protect open space - Connected multi-modal trails (with East Bradford and West Goshen) - Preserve, protect, support, and fund parks and open space - More things/events in local parks <p>Art:</p> <ul style="list-style-type: none"> - Art - Outdoor art exhibits <p>Bikes/Walkability::</p> <ul style="list-style-type: none"> - Bike lanes/bike trails (convert old WC historic railroad) 	<p>Observations:</p> <ul style="list-style-type: none"> - Police and fire departments are excellent - Events are great – don’t need anymore <p>Suggestions:</p> <ul style="list-style-type: none"> - Gay Street pedestrian mall/plaza - More street artists or park performances - Events to promote our local restaurants and retailers (not outside vendors) - Post detour/street closings to exit events in West Chester - Businesses “support” free parking during events, holidays (shopping, etc.) – “sponsor a space” - More police presence - Follow speed limit - Limit events - Have less events - Nice balance - More from the people/the taxpayers <ul style="list-style-type: none"> - less business/commercial influence - Work closely with police and fire

<p align="center">Clean West Chester: What priorities should we address to achieve and maintain a clean West Chester?</p>	<p align="center">Recreation: What can we do to promote and provide recreational activities for all? What are your priorities?</p>	<p align="center">Events: How can we manage events safely and efficiently?</p>
<ul style="list-style-type: none"> - Bring back some of the smaller trash bins mounted on poles – the big bins are too far apart - Snow removal! <p>Water:</p> <ul style="list-style-type: none"> - Storm water management that integrates multiple community benefits (i.e., green infrastructure) - Clean streams - Creeks clean-up (brush, garbage) - Map, preserve, and celebrate or surface water resources...Goose Creek Greenway plan - Advance green infrastructure that will improve storm water management <p>Public Spaces:</p> <ul style="list-style-type: none"> - Preserve more open space - Replant any lost trees - Trees – cradle to grave canopy - Articulate priorities (and enforce) – clean air and water <p>Other:</p> <ul style="list-style-type: none"> - “Visual clutter” – East Gay, East Market – corridor looks terrible! - Strictly limit air pollution/odor sources through zoning ordinances - Clean efficient power that is reliable - NID - Drop off places for electronics – increase frequency 	<ul style="list-style-type: none"> - Bike share - Bike racks/locking - Bike/pedestrian connector from town center to Everhart Park - Bike lanes - Better pedestrian facilities – complete streets, reduced traffic lanes <p>Other:</p> <ul style="list-style-type: none"> - Improve marketing for current activities 	

Clean West Chester: What priorities should we address to achieve and maintain a clean West Chester?	Recreation: What can we do to promote and provide recreational activities for all? What are your priorities?	Events: How can we manage events safely and efficiently?

V. RESPONSIBLE GOVERNMENT

How do you define responsible government?	<ul style="list-style-type: none"> - Listening to residents and taking into consideration when acting - Listening to the people and representing them in the common good - Balancing the interests of multiple stakeholders - Proactive outreach – different people like different formats - Transparency – being open to scrutiny - Representative of residents, not business - Making it possible for everyone to live here - Enforce regulations/codes - Receptive
How do you want to participate in your local government?	<p>For Residents:</p> <ul style="list-style-type: none"> - Vote - VOTE! - Come to meetings - Show up! - Contact your Council rep <p>For Borough:</p> <ul style="list-style-type: none"> - Field surveys/participate in surveys (2) - Polling the community on important issues - Remind council members they represent constituents – not own interests/personal issues - Multiple ways – online, attending meeting so when you can't do one you can still make your opinion known - Ways to participate even if can't make meetings - Increase awareness of possibilities to participate - More access - Borough Council with increased salary - Continue to be invited to participate - Online discussion/learning

	<ul style="list-style-type: none"> - When development approvals are working their way through the process, accompany the commencement of the process with a schedule/timeline so the public knows where input can be provided - Digital notices like this meeting: tweet, text, email, Facebook, phone calls - Focused meetings on important topics – shorter meetings with agenda; Borough Council meetings too long <p>Other:</p> <ul style="list-style-type: none"> - Community Bill of Rights - Neighborhood Improvement District - Restrict rental movement - Hold alcohol industry accountable
<p>How can we make our local government more accessible and transparent?</p>	<p>Meetings:</p> <ul style="list-style-type: none"> - Video access (with ability to send in comments and questions, including ahead of time) - Less structured/more flexible format - Focus on things that affect the whole town - More interactive – computer – for those that can't attend, but still want their voice heard - Live-streaming of meetings - Less lawyer controlling (i.e., open meeting/off the record) <p>Website:</p> <ul style="list-style-type: none"> - Better calendar (this isn't on there!) - Explanation on website about how our town government works (e.g., committee meetings, working sessions) <p>Communications:</p> <ul style="list-style-type: none"> - Go to them rather than relying on community to come to you - Make really Herculean effort to get more people involved - Improve communication between government and residents - Use all formats available! Print, public forum, social media, broadcast, web – consistency in messaging! - Better communication - Phone calls - Automatic email notices - Billboard at Borough Hall

- Newspaper notices
- Multiple communication methods
- Church bulletins
- Borough services be more responsive to residents
- Continue to extend invitations to meetings
- Continue to put meeting agendas and minutes on line
- More visible Council members in neighborhoods
- Improved website
- Listen to your residents and act on their requests

Other:

- Local and accessible is good but good vision and strong leadership are likely even more important to solve the issues on these posters; some good ideas here but leaders will need to paint a vision (a positive vision!) for the future and demonstrate the leadership necessary to make that vision a reality
- Decisions are made before public input is invited – is anybody really listening?
- Diversity on Borough committees
- Borough residents on Borough committees
- Listen to citizens, not business interests
- Council work together better (BID decision too difficult)
- Address issues/tension with WCU

NATURAL RESOURCES & ENVIRONMENT

<p>CLEAN WEST CHESTER: What priorities should we focus on to achieve and maintain clean West Chester? (Hospitals, Food, Ground) (Water, Air, Land, Noise) a plan and funding to our sewer infrastructure systems, + celebrate our water resources... Geoscrack plan! do painting/pipes through streets infrastructure and stormwater management</p> <p>EFFICIENT THAT IS</p>	<p>RECREATION: What can we do to promote and provide recreational activities for all? What are your priorities? More public space in town core Bike/pedestrian connector from town center to Evermont Park Rail-trail using West Chester railroad r/t • Keep the tracks for the train! Bike lanes on Key Roads "City Bikes" available for rental</p>	<p>EVENTS: How can we use events to promote safety and efficiency? - City Street pedestrian event - I think police & fire are needed - Event are great anyone - more st park p - Event local (not)</p>
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RESPONSIBLE GOVERNMENT

How do you define responsible government?
 Reception
 willing to be held accountable, open to the community
ENFORCE regulations/codes

How can we make our local government more accessible and transparent?
 - Communication
 we cells (CTY)
 metric email notices
 ord at borough hall
 per notices
 communication methods
 bulletins
 tender! (this isn't on here!)
 more responsible

How do you want to participate in your local government?
 Come to meetings
 Contact your Council Rep
 Participate in SURVEYS
 Ways to participate even if can't make meet
 more access
 (also contact with councilman/rep)

VOTE!

BONUS QUESTIONS

In addition to the small group conversations about the five planning areas, participants were asked to write down ideas about five questions on post-its and post them on corresponding posters.

1. **East Gay Street and East Market Street:** What's your vision for this area?
2. **West Gay Street and West Market Street:** What's your vision for this area?
3. **Events:** What do you think about all of the events in West Chester? What are your favorites and least favorites? Do you want more, fewer, or different events?
4. **Wyeth Property:** What do you want to see with this property?
5. **Other Ideas:** What else do we have to think about and plan for?

Responses to each question are provided below, grouped by themes.

<p>1. East Gay & Market Streets</p>	<p>Traffic/Transportation:</p> <ul style="list-style-type: none"> • Offices built across from Borough Hall • Bump out on streets to absorb rain water and slow traffic • Remote parking lot with "city bikes" or trolley (trackless) for transportation • Would be nice to improve stoplight timing to fix backups at High & Market • New street surface • Bypass around town to keep traffic off Gay & Market • Make more pedestrian and bike friendly (limit cars) <p>Development:</p> <ul style="list-style-type: none"> • Regional planning – Borough and West Goshen • Trees • More green areas, trees • Mixed use (residential, commercial, retail) – higher density • Extend feel of town center, but allowing bigger buildings and infill of vacant properties • Think architecture and town houses and shops • Extend the culture and style of Downtown to East • Inviting portal along Gay Street coming into town – could be taller buildings, specialty retail, etc. • Do not remove art; more trees and replace them with "generic" trees – we need variety • Turn East Gay into a mall
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	<ul style="list-style-type: none"> • Daylight Goose Creek and create greenway – beautiful gateway to Borough • Increase retail and restaurants
<p>2. West Gay & Market</p>	<p>Traffic/Transportation:</p> <ul style="list-style-type: none"> • From 5 am to 10 am, deliveries only on Gay Street; at 10 am allow food trucks/carts and vendors to move in; streamline traffic around Gay, utilizing Chestnut; also no turning lanes onto Gay keeps traffic moving • Be a friendlier place to park • Aggressive parking enforcement gives WC a bad rep; give free minutes at start as other places do; give grace period at end • Close to traffic on weekends; cross streets open • Shut down Gay Street between Matlack and New Streets to all cars; accept deliveries in early am hours – just close it! • Limit the truck and motorcycle traffic load • Discourage car and truck traffic in core <p>Development:</p> <ul style="list-style-type: none"> • Any way to create rear access to retail and restaurants for trash and deliveries • Clean sidewalks; not an ashtray • West Gay Street: pedestrian zone • More open areas • Develop and preserve some open space • Leave West Gay residential from New down; leave West Market the same • Okay with more development near new Eli Kahn building; some community space on West Gay • Regional planning – Borough and East Bradford Township • West Market needs shade • Preserve open space into and out of town
<p>3. Events</p>	<p>Ideas:</p> <ul style="list-style-type: none"> • Public art installations • Need to think how they affect businesses, pro and con • Media-like music themes in town (“Blues Walk”) • Put Growers Market on second highest level of parking deck – lots of parking below and no rain/sun issues • Criterium bike race – make them go up Hannum (towards St. Agnes) like Manayunk • Restaurant fest – serve food on sidewalk side of booth so food line does not hold up pedestrian traffic • Christmas Market like in Bethlehem

	<p>General Feedback:</p> <ul style="list-style-type: none"> • They are not for me • Too many events • Love the events: favorites are criterion, Christmas parade, restaurant festival, and pop-ups like Clydesdales • Street art; street performance • Better mashing/marketing of WCU events and downtown restaurants (i.e., dinner and a show) • Monitor the times of racing events so that they do not interrupt retail businesses • Favorites: Criterium, holiday parade, restaurant festival; Least favorite: chili cook-off; Halloween parade (starts too early, messes up traffic)
<p>4. Wyeth Property</p>	<p>Affordable Housing:</p> <ul style="list-style-type: none"> • Affordable housing (2) • Affordable housing with senior accommodations <p>Park/Open space:</p> <ul style="list-style-type: none"> • Park with affordable housing • Street performers • A park; alternatively an anchor for whatever we want that quadrant to be; so what is that? Figure that out and it will guide what we need it to be <p>Mixed Use:</p> <ul style="list-style-type: none"> • Live/work/play multi-use development • Mixed use development • Mix use: residential, box retail, small commercial, open space with walking track <p>Business:</p> <ul style="list-style-type: none"> • Technology incubator with ties to WCU and local corporations and technical trades education • Business development to add to base – not a mall • Small arena and conference center; multiplex and Imax; independent college and community baseball stadium <p>Other:</p> <ul style="list-style-type: none"> • More police and Borough Hall to property • Extend Borough street grid; sustainable development • Make it like the Reading Terminal Market • Less metered parking on the edges of Borough; no meters at Green Park

<p>5. Other Ideas</p>	<ul style="list-style-type: none"> • Long term use of “guest” parking passes <p>Traffic/Transportation:</p> <ul style="list-style-type: none"> • Safe biking • Train to Philadelphia • Perhaps use specific alleys for bike traffic and no vehicles creating a grid; include crossing lights • Enforce 25 speed limit; ticket speeders <p>Development/Preservation:</p> <ul style="list-style-type: none"> • PLAZA • Remember: demolition is forever • Preserve all historic architecture!! That still exists! • Less “super-size me” condos; restore existing empty store fronts • Get rid of 1970s style fake awnings, and replace with 19th century style ones; more awnings like Andy Dinniman's office on Church Street • Increase green infrastructure • Need another hotel in town • Movie studio on Wyeth property if no residential or light industrial • Supermarket; Trader Joe's • Affordable housing • Affordable housing • Businesses in town that serve residents (e.g., grocery, shoe store, place to buy underwear) • Development of Pfizer and national foam properties • Pfizer – office, light manufactures (for jobs) and affordable housing (North side) • Support a new theatre in town • More green spaces, less condos, and keeping historic properties and houses <p>Other:</p> <ul style="list-style-type: none"> • Make announcements for specific planning changes more obvious and clear – not on 8 ½ x 11 sheet on pole • Practical, normal businesses • We need to have alley signs • Lower taxes • Noise pollution! And traffic impact (i.e., effect of large trucks on stability of buildings) • More police presence • Getting money from WCU more to pay for police cost • Accessibility issues – mobility impaired/wheel chair users
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| | <ul style="list-style-type: none"> • Programs to reduce number of rentals – convert to owner occupied • Taxes – we don't pay enough, we need money for growth |
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FINAL THOUGHTS

For the final activity of each session, participants were asked to write down the one idea, question, or observation that they wanted to emphasize for consideration. Following are the responses, grouped by themes.

Community Engagement and Planning:

- The purpose of a town and its virtue is getting out of cars, interacting with other citizens; we need a comprehensive sidewalk, bike path system without gaps; safe conditions, no hazards
- People generally like it here and just want to tweak or gently guide things; no massive overhauls are wanted or needed, but we recognize the need to change to some degree if only to stay the same
- Decisions are made before public input – is Council really listening?
- Before anything else, make sure that oversight/input represents the diverse population (gender, race, ethnicity, socio-economic, gender orientation)
- Have the Borough be more responsive and respectful to the Borough residents
- The agenda on the website is not up to date; please post hearings on the home page; the agendas are posted after the meetings are held
- Why do we let the developers (only a few) create their vision of our historic borough – just say no!
- Need more positive thoughts and leadership

Plaza Plan:

- BUILD THE PLAZA PLAN
- BUILD THE PLAZA
- Build the PLAZA PLAN to provide sunlight and promote quality of life in WC
- Why hasn't the plaza plan happened?
- Build the plaza

Retail and Business Development:

- Trader Joe's in post office
- More music events of various types
- Why so many liquor licenses?
- Make WC a "whole" walkable community – diverse use of assets to include work, play, culture, daily living needs
- The need to address: parking, balance of retail – not just bars and restaurants, preservation of our historic character
- Wyeth property become terminal market place

- Do something transformational with the Pfizer parcel of land – how about a high tech corporate park?
- Limit bars
- More biking lanes, slower traffic, grocery store
- Multiple stores, i.e., Italian style market on Wyeth; less bars with food
- Proper grocery store, monitor cars running, stop signs, bring train back to WC, more cultural activities, preserve building history and character
- Increase casual relaxing areas; benches on the streets are too busy
- Save the Wyeth parcel from mediocre development

Train:

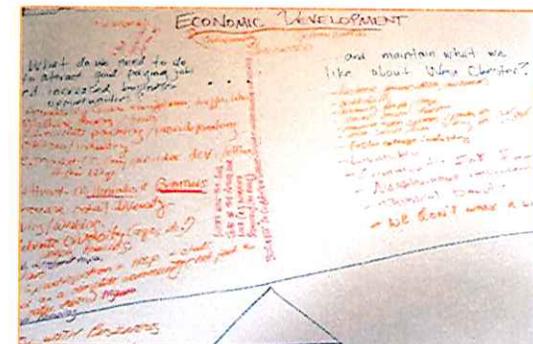
- Train station
- Bring back the railroad

Traffic/Transportation:

- Traffic light at corner of Ashbridge and High Street
- Does anyone know that there are cars that drag race in town around North Church and High?
- Bike share
- Trucks in alleys causing damage
- Damage to our historic buildings from heavy truck traffic also noise pollution (traffic)
- I'm afraid that eventually Gay Street will be like a small no drive thru

Other:

- Broader sidewalks
- Concern about college is not enough – attention to their behavior
- Parking woes, growth woes
- Walkability, bike lanes, food co-op



Report Submitted By:
 Meghan McVety, Facilitator, Capacity for Change, LLC



MEMORANDUM

TO: Borough Council
Mayor Carolyn Comitta

FROM: Michael A. Cotter, Borough Manager

DATE: 13 May 1026

RE: **Community Initiatives Webpage – Draft Policy**

Attached for your consideration is a draft policy regarding the posting of information and communications, in any form, on a new page of the Borough's website, the Community Initiatives webpage.

The design of the webpage will be undertaken should Council approve this policy.

Your feedback is welcome.

Purpose

The purpose of the Borough of West Chester's Community Initiatives webpage is to promote postings, exhibits and displays of interest, information, and enlightenment for the citizens of West Chester to view for community focused organizations and institutions.

Eligible Participants

Entities and groups eligible to submit messages for airing over The Escondido Channel include:

- Local governments.
- Local private and public educational institutions.
- Local nonprofit organizations (proof of 501.c.3 status required).
- Local service groups.
- Local social and recreational clubs.

"Local" is defined as physically resident within the boundaries of the West Chester Area School District.

Communications from the following individual/groups/entities are not eligible for posting:

1. Private persons or entities;
2. Businesses
3. Political organizations

Message Preemption

While all messages are deemed important, calendar information will be preempted on Borough's website to provide feature programming and critical information to viewers in the event of a major disaster or emergency affecting the Borough.

Message Evaluation

Each message is reviewed by the Borough for conformance with eligibility and content guidelines. Priority is given first to Borough sponsored events and information, then to announcements submitted by West Chester organizations.

Message Content Requirement and Restrictions

- Messages must be submitted in writing to the Borough Manager's office in person, by mail, e-mail, or by fax.
- Messages must be submitted at least two (2) weeks before a scheduled event.
- Messages must be brief (typically about 25-30 words). All messages and graphical communications are subject to editing and condensation at the discretion of the Borough Manager. Graphical communications must be submitted, exactly as you would like it to appear, in an Adobe *.PDF format.
- No posting shall be granted for a period exceeding 14 days
- Time sensitive messages will be displayed through the day of the event or specified deadline.
- Announcements must meet all website policies, objectives, and regulations.
- Messages with no specific event time or deadline will be displayed as long as space permits, at the Borough Manager's discretion.

Disclaimer

The Community Access Bulletin Board is provided as a public service. Therefore, while the City shall endeavor to ensure that the messages submitted by individuals/organizations are transmitted accurately and in a timely manner, the City assumes no liability in connection with the Bulletin Board and makes no warranties or representations that any that any message will, in fact be transmitted accurately or at any particular time. The City cannot take responsibility for the factual accuracy of the information as submitted (i.e., times, dates, specific locations, name spellings and phone numbers). That responsibility rests with the originator of the information.

DRAFT

Commercial Lease

Borough of West Chester – West Chester Food Co-Op

This lease is made between the Borough of West Chester, herein called Lessor, and West Chester Food Co-Op, a PA registered Non-Profit Cooperative Corporation, 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 a portion of Patton Alley, as identified in Exhibit A, attached, 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, 2016 through November 30, 2016 and two Saturdays per month during the rest of the year at the annual rental of one (1) dollar.

Use. Lessee may operate services related community and educational services and marketing and membership development of the community owned cooperative. 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) days' 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: Exhibit A, Stall Layout Plan

Signed this day of , 2016.

West Chester Food Co-Op
Suzanne Adams, Board Chair

Borough of West Chester
Michael A. Cotter, Borough Manager

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, and a portion of Patton Alley, as identified in Exhibit A, attached, 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, 2016 through November 30, 2016 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.

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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.

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking

DEPARTMENT MANAGER: Hector Mojica

DATE: May 3, 2016

I. Action to Be Considered by the Borough Council

Move "No Parking" sign on west side of 200-block of S. Franklin St.

II. Reason Why this Issue Needs Borough Council Consideration

Neighbors requested additional on-street parking. No parking sign currently designates zone that is no longer needed.

III. Current Policy of Practice

No parking is allowed along the west side of the 200-block of S. Franklin Street. This is a legacy of industrial uses which no longer exist in the neighborhood.

IV. Other Background Information

Parking Director Mojica and Council member Jones examined the parking signage along this block in late April.

V. Impact on Borough Finances

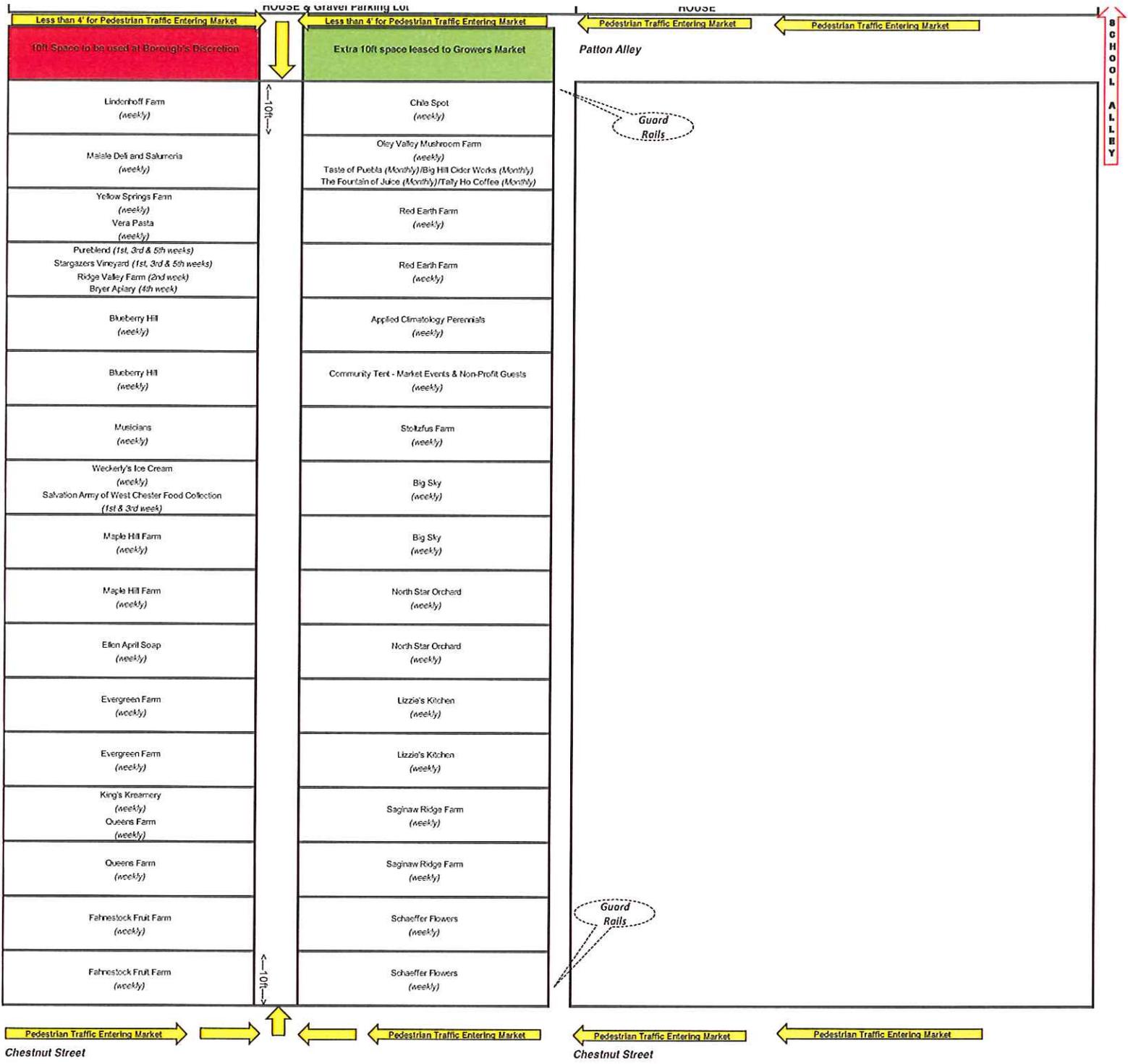
No impact.



NO
PARKING
BETWEEN
SIGNS

NO
PARKING
LOADING
ZONE

WCU
WEST CHESTER
UNIVERSITY
ADOPT
A BLOCK
PROGRAM
ADOPTED BY:
Sigma Phi
Epsilon



Notes :
 Each bold outlined rectangle on this map represents a space that is 10 feet wide.
 Pedestrian traffic path will be reduced to less than 4' in width in both directions of Patton Alley (allowing for only single file traffic)



*Borough Of West Chester
Pennsylvania*

*CAROLYN T. COMITTA
MAYOR*

*MUNICIPAL BUILDING
401 E. GAY STREET
WEST CHESTER, PA 19380
PHONE: (610)-696-1452*

TO: Michael Cotter, Borough Manager
William Scott, Chair Public Safety and Quality of Life Committee
Jordan Norley, Public Safety & Quality of Life Committee
James Jones, Public Safety & Quality of Life Committee

FROM: Carolyn T. Comitta, Mayor

DATE: May 5, 2016

RE: Consent to hire patrolman

I request approval to offer the following candidates a Conditional Letter of Employment with the West Chester Police Department:

Nicholas A. Graham

Daniel R. Quinn

Thank you for your consideration in this matter.



DIRECT DIAL: (610) 334-2558
Email: gapu@fsandl.com
Direct Fax: (610) 988-0806

April 21, 2016

Michael A. Cotter, Borough Manager
Borough of West Chester
401 E. Gay Street
West Chester, PA 19380

Re: Independent Financial Advisory Services

Dear Mac:

This letter will serve as the engagement agreement (the “Agreement”) among the Borough of West Chester (the “Borough”) and Financial S&Lutions LLC (“FS&L”). The Borough agrees to employ FS&L to act as its exclusive independent financial advisor. It is currently anticipated that the Borough is going to issue its General Obligation Bonds, Series of 2016 (the “2016 Bonds”) for the purpose of refunding certain outstanding indebtedness of the Borough and various capital projects.

Scope of Services

The work FS&L will perform will include the following:

1. Assist The Borough with the evaluation of structuring options in connection with the 2016 Bonds.
2. Attendance at Administration, Committee and Board meetings, as requested, to discuss the 2016 Bonds, overall market conditions and to respond to related Board member and Administration questions on an as needed/requested basis.
3. Assist the Borough’s Bond Counsel, Solicitor and other financing team members in reviewing any financing documents.
4. Assist the Borough in presenting and obtaining an underlying credit rating from a nationally recognized rating agency in connection with the 2016 Bonds.
5. Assist the Borough and the financing team with the review of any financing documents necessary to successfully execute the 2016 Bonds.

6. Work with the Borough and the Borough's underwriter to ensure that the Borough is receiving a market priced transaction in connection with the 2016 Bonds.

7. Provide general financial advice to the Borough in connection with the 2016 Bonds and other requested matters.

8. Provide our standard certificate as the Borough's financial advisor in connection with the 2016 Bonds.

9. Assist the Borough with the implementation and management of the financing process to ensure that the Borough successfully closes the 2016 Bonds in a timely manner.

We are committed to providing the Borough with the best possible, comprehensive, independent advice concerning the Borough's current financial situation, its outstanding indebtedness and its need for future financing. We are not engaged in selling nor are we affiliated with any firm engaged in selling financial products or in lending money to the Borough.

Fee Proposal

Financial Advisory Services –FS&L would receive a fixed fee of \$15,500 (the "Transaction Fee") in connection with the 2016 Bonds. The Transaction Fee would be payable out of the 2016 Bond proceeds at the time the 2016 Bonds are successfully closed.

FS&L would be entitled to a customary and usual fixed fee for any financing transactions that are executed by the Borough in addition to the 2016 Bonds, during the term of this Agreement ("Additional Transaction Fees"). The Additional Transaction Fees would be payable directly by the Borough or out of the financing transaction proceeds at the time any financing transaction is successfully closed.

Indemnification

1. FS&L may rely upon the advice of counsel, who may be counsel to the Borough, and upon statements of accountants, brokers and other persons believed by it in good faith to be experts in the matters upon which they are consulted. The Borough agrees, to indemnify, defend, and hold harmless FS&L and its officers, directors, employees, agents, successors, and assigns from any and all losses, liabilities, damages and claims, and all related costs and expenses, including attorney's fees and costs of investigation, litigation, settlement, judgment, interest and penalties arising from or in connection with any claim made against FS&L in connection with its performance of the services to be provided by it pursuant hereto, unless arising primarily from FS&L's gross negligence or willful misconduct in which case it shall be limited to the amount of fees actually received by FS&L.

2. FS&L shall not have any liability to the Borough or any other person in connection with the services performed by FS&L pursuant to this Agreement (whether direct or indirect, in contract or tort or otherwise) except for any liability for losses, claims, damages or liabilities that is found in final judgment by a court of competent jurisdiction (not subject to further appeal) to have resulted from the gross negligence or willful misconduct in which case it shall be limited to the amount of fees actually received by FS&L.

3. The provisions hereof shall survive any termination or completion of the engagement set forth in this Agreement.

Arbitration

Other than for actions seeking equitable relief or actions involving third parties, any controversies or claims arising out of or relating to this Agreement or its breach, construction or performance, whether such claims or controversies arose prior or subsequent to the date hereof between FS&L, the Borough, and any present or former officer, director or employee of FS&L shall be settled by arbitration before, and only before, a panel situate in Harrisburg, Pennsylvania. Any award by the arbitrators shall be final and binding upon the parties and judgment may be entered in any court.

Electronic Communications

FS&L and our clients rely upon electronic communication such as e-mail and cellular telephones and faxes, tools and media (“Electronic Communications”) in day-to-day business communications. Because of their nature, Electronic Communications are not as secure as more traditional lines of communications, such as hard-wired telephones and faxes, U.S. Mail, or couriers. In the course of representation of the Borough, Electronic Communications for all general information, requests, and otherwise are hereby authorized. The Borough understands that some risk exists that any and all Electronic Communications could be intercepted by an unauthorized third party, and the Borough accepts that risk. For matters or particular sensitivity or for information that could be compromising or damaging to the Borough, the contact person who is working with us has the Borough to consent specifically to the use of Electronic Communications for such matters. FS&L shall also consider all requests for, or communications of, information from the Borough by Electronic Communications as specific consent to respond by Electronic Communications.

Disclosures

FS&L is affiliated with Stevens & Lee, P.C. (“S&L”). S&L and FS&L are separate businesses and no S&L lawyer works in FS&L’s municipal advisory business or vice versa.

Confidentiality

FS&L agrees to maintain the confidentiality of all information provided to it by the Borough regarding the Borough or a financial transaction, and shall not disclose any such information to any person other than the employees of FS&L potential financing sources, or the agents of potential financing sources without the prior consent of the Borough or its Counsel. The obligations regarding confidential information received hereunder shall not apply to any such information which: (a) is or becomes part of the public domain or is or becomes publically available without breach hereof by FS&L; or (b) is lawfully acquired by FS&L from a source not under any obligation to the Borough regarding disclosure of such information and its release is expressly authorized by such source; or (c) is disclosed to any third party by or with the permission of the Borough without confidentiality restrictions; or (d) is developed by or on behalf of FS&L, by individuals who have not received confidential information hereunder.

Notwithstanding the foregoing, the Borough agrees that FS&L has the right, following the closing of a financial transaction, to place advertisements in financial or other newspapers and journals at its own expense describing its services to the Borough hereunder.

Any amendment, modification or other change to this Agreement must be in writing and signed by both parties to be enforceable. If any provision of this Agreement is or becomes inconsistent with any applicable present or future law, rule or regulation, that provision will be deemed rescinded or modified in order to comply with the relevant law, rule or regulation. All other provisions of this Agreement shall remain in full force and effect.

Term and Termination

The initial term of this Agreement will commence on the date executed by the Borough and will be in effect for a three (3) year period. Following the initial term, this Agreement may be extended at the agreement of both the Borough and FS&L.

ACCEPTED AND AGREED TO this
____ day of April 2016

FINANCIAL S&LUTIONS LLC

By _____
Name:
Title:
West Chester Borough

By _____
Gary A. Pulcini
Managing Director
Financial S&Lutions LLC



May 3, 2016

Suzanne S. Mayes

Direct Phone 215-665-6922

Direct Fax 215-701-2107

smayes@cozen.com

Michael A. Cotter
Borough Manager
Borough of West Chester
Municipal Building
401 East Gay Street
West Chester, PA 19380

Re: Proposal Concerning Legal Representation

Dear Michael:

Cozen O'Connor (the "Firm") would be delighted to serve as bond counsel to the Borough of West Chester (the "Issuer") in connection with the proposed issuance of the Issuer's General Obligation Refunding Bonds, Series A of 2016 (the "Bonds"), the proceeds of which will be used to currently refund the Issuer's General Obligation Bonds, Series of 2011 (the "Engagement").

If selected, in connection with this matter, we would perform the usual Bond Counsel services consisting of the following:

1. Advice (as requested) during the planning phase on the structure and terms of the Bonds.
2. The preparation of all basic bond documents for the Bond financing, other than those documents prepared by the Issuer or other professional advisors such as the Preliminary and final Official Statement.
3. The resolution of all tax issues under the federal tax laws in order to assure tax-exempt status for the Bonds issued by the Issuer.
4. Rendering our approving opinion as to the validity of the Bonds and the tax-exempt status of the interest on the Bonds for federal income tax and state tax purposes.

CHARGES FOR SERVICES. Ordinarily we charge for legal services based primarily on the amount of time devoted to a matter at hourly rates for the particular professionals involved. However, if selected, based on our understanding of the terms and size of the transaction, our fee for the bond transaction would be in the amount of \$20,000. Out-of-pocket expenses would be separately billed, including any costs related to travel, telephone, photocopying, facsimiles, delivery and messenger services, staff overtime, filing fees, and similar costs, but will not exceed \$500. The amount of our fees will be subject to upward adjustment only in the case of litigation or other unexpected events.

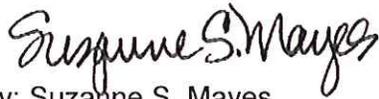
LEGAL\26603656\1

Michael A. Cotter
May 3, 2016
Page 2

We hope to have the opportunity to work again with the Issuer to successfully complete the proposed financing. Please do not hesitate to contact me with any questions about this proposal.

Sincerely,

COZEN O'CONNOR

A handwritten signature in black ink that reads "Suzanne S. Mayes". The signature is written in a cursive, flowing style.

By: Suzanne S. Mayes

SSM:brg



MEMORANDUM

TO: Michael A. Cotter, Borough Manager
FROM: Michael A. Perrone, C.B.O.
DATE: April 6, 2016
RE: Rental Permit Fees - 2016

Recommendation

Borough Council approve the rental permit fees to be the same as last year.

\$42.00 per unit
\$38.00 per room

Motion

Make a motion to approve the rental permit fees for the 2016 rental housing program as follows:

\$42.00 per unit
\$38.00 per room

Background

The Borough of West Chester performs annual rental inspections on all residential rental properties in the Borough. A cost study for the rental housing program is calculated from the expenses and revenues from the previous year. The result of the cost study for 2015 is attached.

Borough of West Chester
 Cost Study for Rental Housing Program - 2015

Personnel/ Existing Staff	2015 Actual Salaries	Annual Health Benefits	Soc. Sec W/C Insur. Pension/Unemp	Total Salary & Benefits	% Utilization in Rentals	Allocated Total Sal/Ben	Actual Addnl. Overhead	2015 Total Actual Allowed Expenses	2015 Actual Revenues	Revenues to Expenses (Deficit)/Excess
Director	\$ 95,166.24	\$ 25,623.84	\$ 21,187.56	\$ 141,977.64	15%	\$ 21,296.65				
Bldg Insp.	\$ 50,029.19	\$ 11,727.72	\$ 11,234.84	\$ 72,991.75	95%	\$ 69,342.16				
Bldg Insp.	\$ 43,775.15	\$ 11,727.72	\$ 5,740.60	\$ 61,243.47	95%	\$ 58,181.29				
Code Enf.	\$ 45,515.05	\$ 11,727.72	\$ 10,239.47	\$ 67,482.24	30%	\$ 20,244.67				
Secretary	\$ 57,376.18	\$ 25,623.84	\$ 12,854.85	\$ 95,854.87	40%	\$ 38,341.95				
	\$ 291,861.81	\$ 86,430.84	\$ 61,257.31	\$ 439,549.96		\$ 207,406.72	\$ 14,132.25	\$ 221,538.97	\$ 231,771.00	\$ 10,232.03

TOTAL UTILIZATION FACTOR

\$ 207,406.72	47.2%	Addnl Ovhd.
\$ 439,549.96		Other Housing
	\$ 29,950.00	
	\$ 29,950.00	
	47.2%	
	14,132.25	

Rental Units	5,431	1,038
		4,393
\$ Needed to Cover/Unit	\$ 40.79	
Actual Per Unit Cost for Inspection charged in 2015	\$ 41.00	
2015 Difference	\$ 1,132.03	

Application Number: 2016-19

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 239 East Market Street

- 1) ***Date of HARB Review:*** April 28, 2016

- 2) ***Applicant's Proposal:*** The applicant proposes to install a post mounted tenant directory sign in the front of the property near the street.

- 3) ***Findings:*** The entire sign structure (posts and signage) will measure eight feet high and four feet wide. Metal posts and framework will be used and the individual tenant signs will have a beige background with green or black lettering.

- 4) ***Recommendations from HARB:***
 - Approved as presented: The Board recommends a Certificate of Appropriateness for Application 2016-19.
 - Approved with the following conditions:

 - Denied:** *The applicant must make the following changes to his/her proposal and resubmit to HARB:*

Application Number: 2016-19

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 239 East Market Street

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5) Borough Council's Action and Date

- Approved per HARB recommendation:
- Denied for the following reasons:
- Approved with the following differences from HARB recommendation:

.....

Date of Action Taken: _____

Borough Manager's Signature: _____

APPLICANT'S EMAIL ADDRESS REQUIRED: CARTILLO @StanAb.com

Date application received: 4/13/2016 (Office use only.)

Application number: 2016-19

PROPERTY ADDRESS: 239 E Market St

NOTE: All projects must have the appropriate Section(s) of the Application filled out and attached to this form when it is returned and filed with the Building and Housing Office. You need not attach any Sections that do not relate to your project. Please request as many of the Section forms as you may need. Your application number will be assigned when you return these forms. Remember, your completed application, including any pictures and plans, must be filed by the deadline date on the appended schedule in order to be reviewed at the next HARB meeting.

1) *This application is for:* (check the appropriate boxes)

- Section #1: Sign
- Section #2: Canopy or Awning
- Section #3: Repair, replacement, or alteration from original (please supply photos or elevations of original) *
- Section #4: Addition (supply architectural elevations and site drawings, as well as photos of the existing structure) *
- Section #5: New Construction (supply architectural elevations and site drawings, as well as photos of buildings next to and around the site) *
- Section #6: Demolition *

Note: Fill out and attach only those Sections appropriate to your project.

2) Please indicate which items you are submitting with your application form. Do not submit originals, since these will be kept by the HARB for its official archives.

- Color or B/W sketches
- Old or historic photographs
- Photographs of the current existing site showing where changes are to be made, location of buildings, and streetscape.
- Plot or site plans
- Architectural elevations

All sketches, elevations, and plans must be signed by the preparer(s).

The owner of this property and the applicant agree to conform to all applicable findings of the Borough of West Chester Historical and Architectural Review Board.

Applicant's name (print): Stan Ab, LP

Applicant's Signature: [Signature] Date: 4-11-16

Owner's name (print): Tony Spasenta

Owner's Signature: [Signature] Date: 3/24/2016

*Note: Check with the Building and Housing Office of the Borough of West Chester to see if you need a building permit as well as a Certificate of Appropriateness before you begin your project.

Date application received: 4/12/16

Application number: 2016-19

SECTION #1 / SIGNS

(Attach a separate Section #1 for each of the signs that you want to install.)

Location of project (address): 239 E Market street

Name of business (if applicable): Stan Ab

Applicant's name (please print): Stan Ab

Applicant's address (address, city, state, & zip): 433 W Market st, ste 9
West Chester, PA 19382

Applicant's phone number (Day): 610 430 6255 (Evening): _____

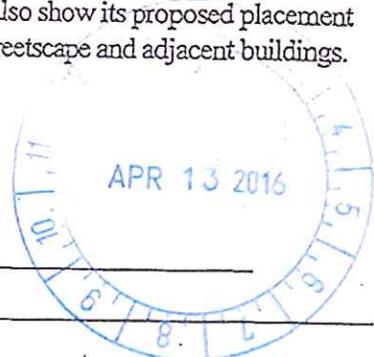
Owner's name (if different from applicant's): Same

Owner's address (address, city, state, & zip): Same

Owner's phone number (Day): Same (Evening): _____

Instructions: Provide color or B/W sketches of each sign and its message, and also show its proposed placement and proportion to the building façade. Also attach photos of the streetscape and adjacent buildings.

- 1) Are you replacing an existing sign? No
 - 2) How many signs do you wish to install? one
 - 3) On how many facades? 1 Front Side Back
 - 4) Hanging sign Building-mounted sign Other _____
 - 5) Give a thorough description of the sign: Tenant Directory
-
- 6) Is there new illumination? NO Fixture type? _____
How will it be mounted? _____
 - 7) Sign Dimensions: Height: 8' x Width: 4' 3/4" x Depth: 1 1/2"
 - 8) If a hanging sign, what is the height from the sidewalk to the bottom of the sign? _____
(Current Borough code requires 8'-0" minimum to bottom of sign)
 - 9) How will this sign be mounted? Post
(Please note: any attachment to a masonry façade must be done through the mortar joints, NOT into the masonry.)
 - 10) If a hanging sign, describe the hanging bracket: _____
 - 11) If a hanging sign, is this an existing bracket? _____
 - 12) Colors: Green, Beige
 - 13) Message: Tenants in Building
 - 14) Lettering style: please note that the historic preference is for any "serif" type: Courtesy, Schenck & Bold



SINGLE-SIDED PnP with DOUBLE-SIDED HEADER | PHOTO RE-IMAGE

Option B

PRESENTATION

Existing



Proposed



O-2 | Photo Re-Image
| Scale | NTS

Approved by _____

Date _____



DRAWING FILE
W:\Stanab\
Design\003197_Post and
Panel Sign.cdr



251 Boot Road
Downingtown PA 19335
TEL 610.518.5381
FAX 610.518.5244
WWW info@prosign.net

The Wheel Works
239 E. Market St.
West Chester, PA

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REV Design
7 PNO

PM By
ASM PNO

Designed brand
new option for
client

Date
02.23.16

003197

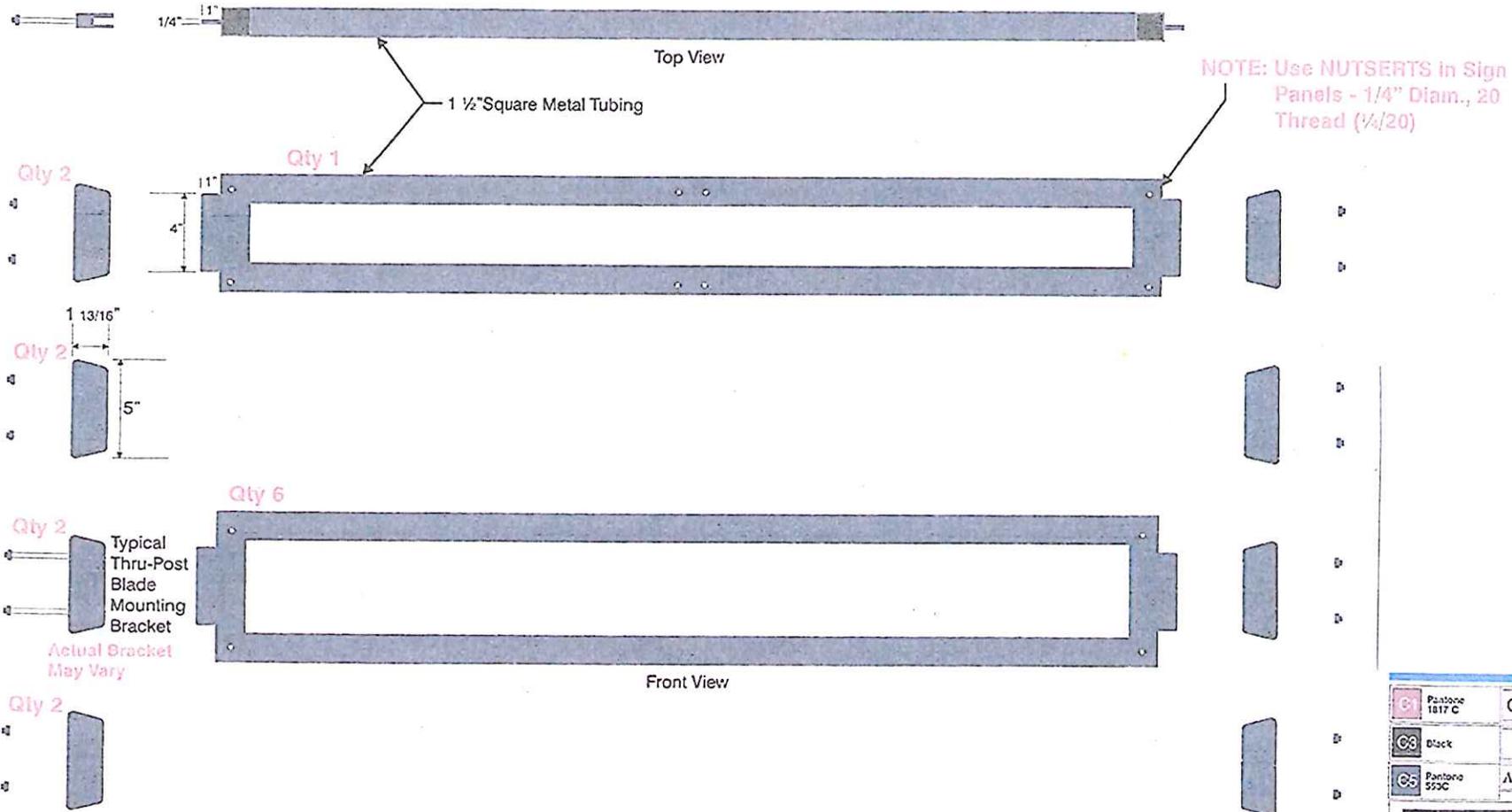
8 of 9

SINGLE-SIDED PnP with DOUBLE-SIDED HEADER | CONSTRUCTION and MOUNTING OVERVIEW

FABRICATE ALL METAL FRAMEWORK FOR SIGNAGE

Option B

PRESENTATION



C	Pantone 1817 C	C2	Pantone 4575C
C3	Black		Pantone 7500 C
C4	Pantone 555C	Abc	Century SchoolBook 2014

O-1 | Panel Sign Specs

Scale | 1:8

Approved by _____

Date _____

DRAWING FILE
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Design\003197_Post and
Panel Sign.cdr



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REV Design
7 PNO

PM By
ASM PNO

Designed brand
new option for
client

Date
02.23.16

003197

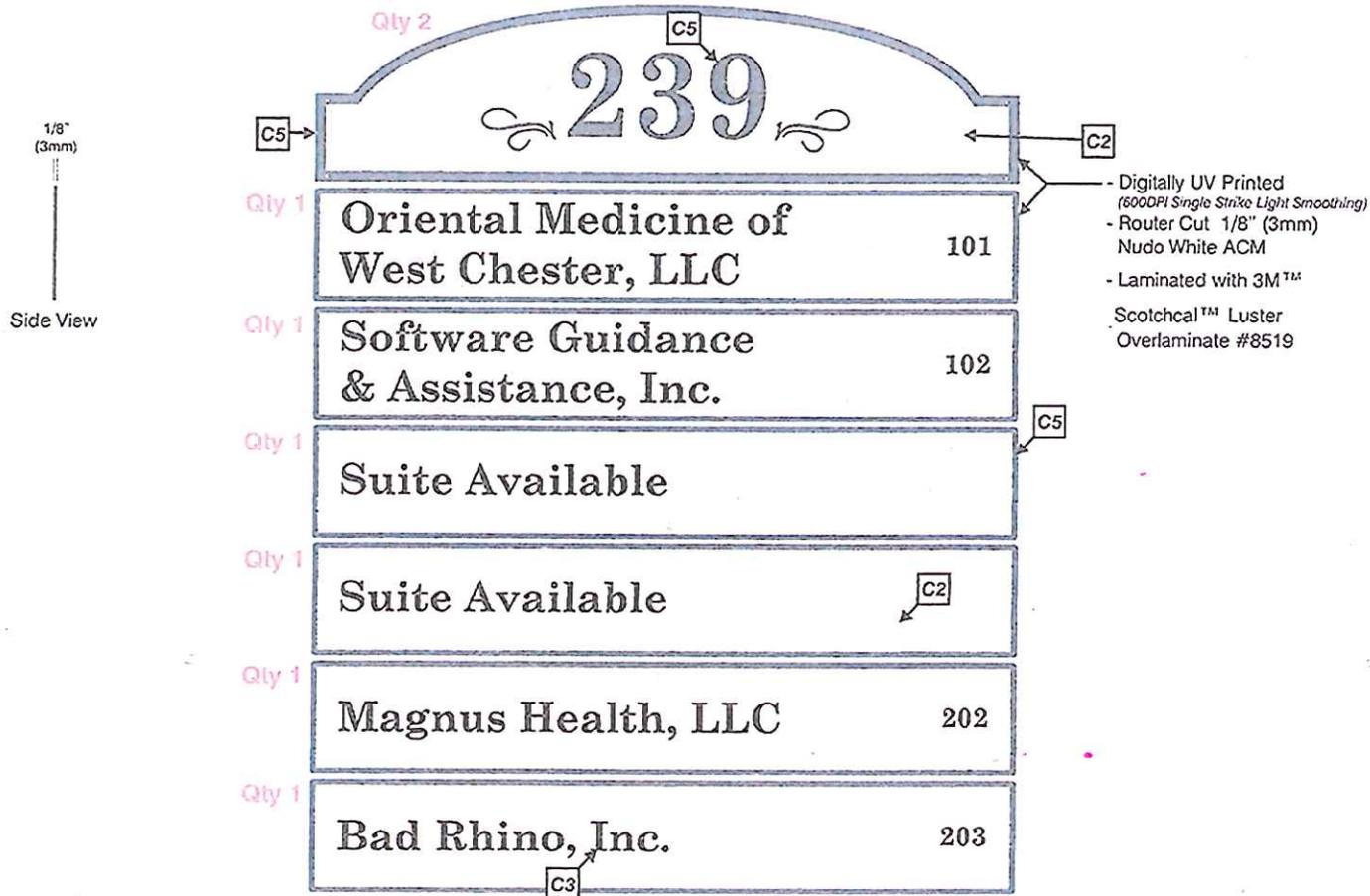
6 of 9

SINGLE-SIDED PnP with DOUBLE-SIDED HEADER | COLOR CALLOUTS

FABRICATE (8) EIGHT SINGLE SIDED PANELS & (2) TWO HEADERS for PANEL SIGN

Option B

PRESENTATION



C1	Pantone 1817 C	C2	Pantone 4675C
C3	Process Black		Pantone 7520 C
C5	Pantone 553C	Abc	Century Schoolbook Bold

O-1 Panel Sign Specs

Scale | 1:1

Approved by _____

Date _____

DRAWING FILE
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REV Design
7 PNO

Designed brand
new option for
client

PM By
ASM PNO

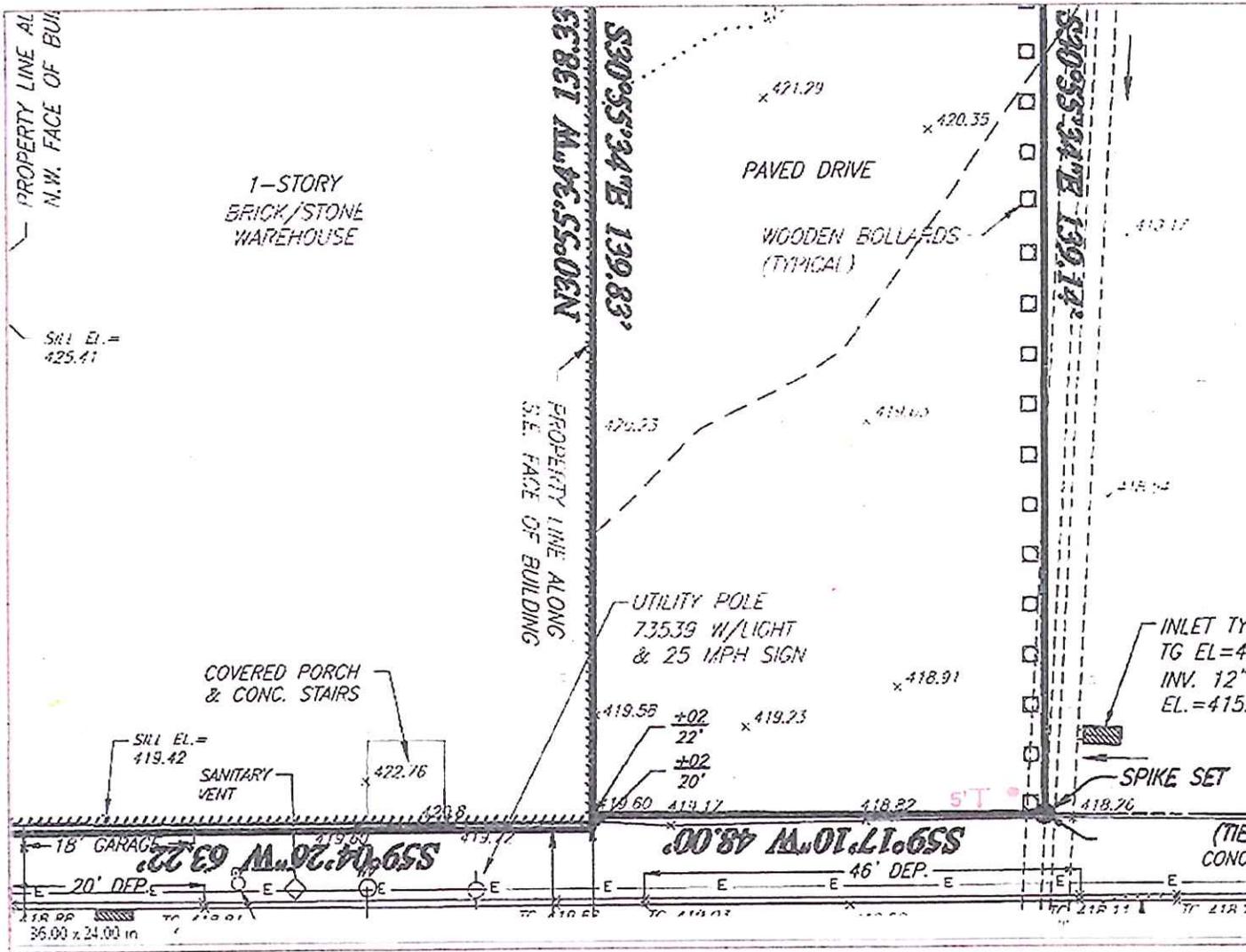
Date
02.23.16

003197

5 of 9

SINGLE-SIDED PnP with DOUBLE-SIDED HEADER | EXPLODED VIEW

PRESENTATION



C1 Pantone 1817C	C2 Pantone 4575C
C3 Black	Pantone 7530 C
C5 Pantone 553C	Abc Century SchoolBook Bold

O-2 Photo Re-Image
Scale | NTS

Approved by _____ Date _____

DRAWING FILE
W:\Stanabl
Design\003197 Post and
Panel Sign.cdr

003197

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REV 7 Des gn PNO PM By ASM PNO
Date 02.23.16

Designed brand new option for client



MEMORANDUM

TO: Michael A. Cotter, Borough Manager
FROM: Michael A. Perrone, C.B.O.
DATE: May 2, 2016
RE: 421 North New Street – Zoning Variance

Recommendation

Simple application for shed installation. Do not have solicitor appear.

Motion

N/A

Background

Applicant is proposing to install a shed on the property line and is asking for a variance from Section 112-88;J



Department of Building, Housing & Codes Enforcement

Regulations for the Protection of Public Health, Safety and Welfare

401 East Gay Street • West Chester, Pennsylvania 19380
610-696-1773 • fax: 610-692-7958 • web: www.west-chester.com

May 2, 2016

NOTICE IS HEREBY GIVEN that the Zoning Hearing Board of the Borough of West Chester, Pennsylvania has scheduled a Meeting at **5:30 pm, June 13, 2016** to be held in Room 240, 401 East Gay Street, West Chester, Pennsylvania. The purpose of this meeting is to hear the following appeal(s).

APPEAL #915

Applicant:

Caitlin Pearson

Property Address:

421 North New Street

Zoning District:

NC-2(C)

Applicant is seeking a variance to install a shed with zero side yard setback. A variance is required from Section 112-88;J.

The application(s) are available for public review at the Department of Building & Housing at 401 East Gay Street, West Chester, Pennsylvania. The above appeal(s) will not necessarily be heard in the order listed. All interested persons will be given an opportunity to be heard at this Public Meeting.

Respectfully,

Michael A. Perrone, C.B.O

Zoning Officer

MAP/dcd

Caitlin Pearson
421 North New Street
West Chester, PA 19104
484-429-0763

Department of Building, Housing, and Code Enforcement
401 E. Gay Street
West Chester, PA 19380
Ph.: 610-696-1773
Fx.: 610-692-7958

To Whom This May Concern:

Through this letter, I would like to request a variance to replace an accessory use structure (shed) that was previously along the side property line. Due to the age and the condition of the wood, the previous shed was torn down. A picture of the space is provided in attachment 1. It is proposed to replace the old structure with a new structure in the same place (along the side property line) as outlined in the diagram in Attachment 2. The property is only 18 feet wide. Therefore, to put a new shed at least 5 feet from the property line, per the accessory use structure requirements outlined in Chapter 112: Zoning, Article XV: Supplementary Regulations Applicable to All Districts, § 112-88 (J), will dramatically change the landscape of the backyard. A detailed plot plan, showing the square foot measurements as well as the percentages of the building coverage, green space, and impervious coverage including the new shed is included in Attachment 2.

The consideration for the variance is much appreciated. Please do not hesitate to contact me if further information is needed in regards to granting the variance.

Sincerely,

Caitlin Pearson

Caitlin Pearson
Homeowner
484-429-0763
Cpearson21@gmail.com





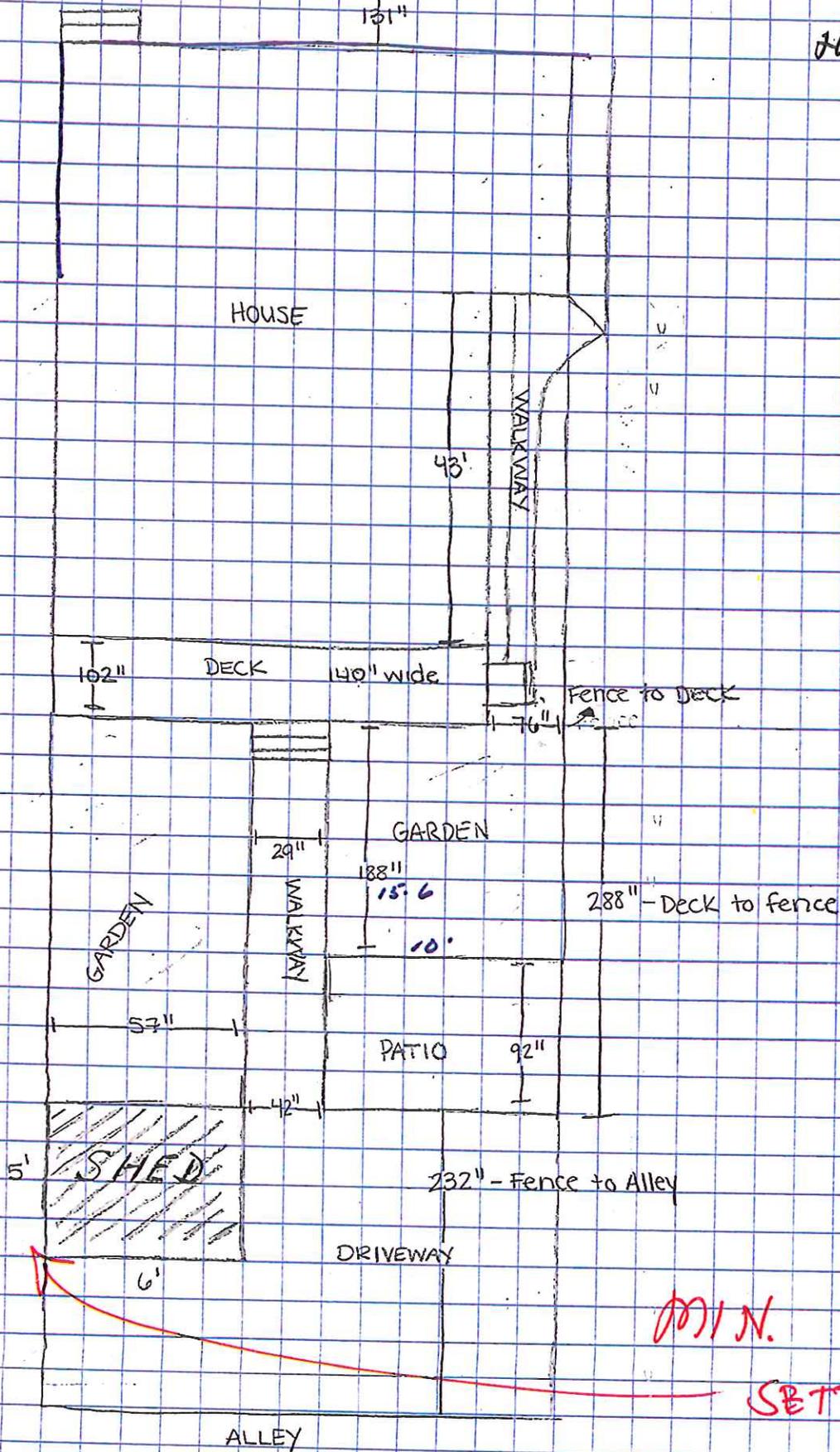
Attachment 1

Attachment 2

N. NEW ST.

421 N. NEW ST.

H/C-2 (C)



MIN. 5'-0" SIDE
SETBACK.