Updated June 7th, 2016
June 3rd, edition

Public Works, Recreation & Environmental Protection Committee

June 7th, 2016 – 5:30 pm

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

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

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.

2. Discuss Marshall Square Park restroom roof

3. Discuss Sewer Refund Policy

4. Discuss renewal of East Bradford Wastewater Treatment Contract

5. Discuss recommended amendments to Chapter 95; Article 1, Street Excavation

6. Discuss parking on grass along W. Miner Street at Everhart Park

7. Discuss Special Event Permits:
   a. Block Party – 7-3-16
   b. Night Out Against Crime - 8-3-16
   c. Feast of the Assumption – 8-14-16

   Notes:
   1. All Special Event Permits are awaiting WCPD approval
   2. Night Out Against Crime is run by WCPD & WCFD and is voluntarily staffed by both departments

8. John O. Greene Park Phase One resurfacing project
   (Bids are due June 3rd and will be reviewed and added to agenda next week)

9. Discuss Tree Planting schedule

10. Discuss May Minutes

MEMORANDUM

TO: Michael A. Cotter, Borough Manager

FROM: **Keith A. Kurowski, Parks and Recreation Director**

DATE: **June 1st 2016**

RE: **Marshall Square Park Restroom roof**

Background

The Friends of Marshall Square Park (FOMSP), as part of their obligations regarding the restored fountain, were to shingle the new portion of bathroom building that houses their equipment for the fountain. The FOMSP choose a higher grade shingle than originally planned. Price between shingle grades is fairly nominal at approx. $300-$500. The larger cost would come from hiring the contractor to perform the work, approx. $1200 - $2000. The FOMSP would like the Borough to reroof the rest of the bathroom to keep that area of the park looking updated and cohesive.

Key Points: The complete bathroom reroofing was not an approved project or budgeted item for 2016. (If other projects fall short of their estimated totals, it could be considered).

The bathrooms are not leaking and are structurally sound. Most park bathrooms may need renovations in the not too distant future as the current shingles are the original shingles and have been up there for 25+ years.

The Borough would most likely take quotes or do a full bid spec for several park structures that need new roofs. This would keep the unit price down and complete several projects at once.

Recommendation

Discussions were had at the Recreation Commission meeting (April 2016) and the Public Works, Recreation, & Environmental Protection Committee (May 2016) regarding the roof of the bathrooms at Marshall Square Park.

No recommendation was made as the Recreation Commission meeting was canceled on June 1, 2016.

Motion

In April, the Recreation Commission voted to 4-0 to approve the color/style of the new shingles if they were not too much more expensive than the general contractor shingles currently on the roof.

SECOND-THIRD AMENDED AND RESTATED SEWER CAPACITY AGREEMENT

THIS AGREEMENT (the "Agreement"), made this _____day of _____, 2016 by and between the BOROUGH OF WEST CHESTER, 401 East Gay Street, West Chester, Pennsylvania 19380 (the "Borough") and the TOWNSHIP OF EAST BRADFORD, 666 Copeland School Road, West Chester, Pennsylvania 19380 (the "Township").

WITNESSETH

WHEREAS, on or about January 11, 1984, the Borough and the Township entered into an Intermunicipal Sewer Agreement (the "Agreement") wherein the Borough agreed to receive and to transport sewage waste from various developments in the Township to the Borough's Taylor Run and Goose Creek Waste Water Treatment Plants for treatment pursuant to the terms and conditions of the Agreement; and

WHEREAS, the Borough and the Township subsequently entered into seven (7) Addenda to the Agreement dated July 10, 1985, February 12, 1986, April 24, 1986, December 23, 1986, July 13, 1988, Apri110, 1990 and October 21, 1992; and

WHEREAS, the parties then consolidated the Agreement and the seven (7) Addenda in a comprehensive Agreement dated October 11, 1995 (the "Final Agreement"); and

WHEREAS, the Borough Council and the Township agreed to extend the Final Agreement for an additional five (5) year term beginning on January 1, 2001 subject to various amendments to the Final Agreement by executing a First Amended and Restated Sewer Capacity Agreement; and

WHEREAS, on December 5, 2005 the Borough and Township entered into a Second Amended and Restated Sewer Capacity Agreement for a term of five (5) years beginning January 1, 2006 and ending December 31, 2010; and

WHEREAS, on October 27, 2010 the Borough and Township entered in an Addendum to the Second Amended and Restated Sewer Capacity Agreement modifying that agreement and extending its term for an additional five (5) year period beginning January 1, 2011, and ending December 31, 2015; and

WHEREAS, the Borough and the Township mutually agreed to extend the terms of the Addendum to the Second Amended and Restated Sewer Capacity Agreement through June 30, 2016; and

WHEREAS, the Township now desires and the Borough agrees to extend the term of the Second Amended and Restated Sewer Capacity Agreement as amended upon the terms and conditions stated herein; and

WHEREAS, the parties desire to restate in its entirety the provisions in the Second Amended and Restated Sewer Capacity Agreement as amended to the extent that such terms are still applicable and to amend certain other terms to reflect the revised sewage flow, future connections and remaining capacity to be treated by the Borough;

NOW THEREFORE, the parties hereto, each binding itself, its successors and assigns, and each representing that it has proper legal authority to enter into this Agreement hereby restate and amend the First Second Amended and Restated Sewer Capacity Agreement as follows:

ARTICLE 1.
DEFINITIONS

1.01. DEFINED TERMS. The terms defined in this Article I, as well as those defined in the preamble, wherever used or referred to in this Agreement, shall have the following respective meanings unless a different meaning clearly appears from the context:

A "Average Daily Flow" shall be calculated by dividing total Sewage Waste flows under consideration for the ninety (90) days immediately preceding the date of calculation by the number of ninety (90).

B. "B.O.D." (Biochemical Oxygen demand) shall mean the quantity of oxygen, expressed in parts per million by weight, utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at twenty degrees centigrade (20°C). This standard laboratory procedure shall be found in the latest edition of Standard Methods for the Examination of Water and Storage, published by the American Public Health Association.

C. "Bonds" shall mean any notes, bonds or other debt obligations authorized and issued by either Borough or Township respectively, for the purpose of financing facilities covered by this Agreement, or to refund the same.

D. "Consulting Engineers" means an engineering firm or professional engineer having a favorable repute for skill and experience in the construction and operation of sewer systems and sewage treatment plants, which is registered in Pennsylvania.

E. "Debt Service" means, with reference to a particular period and with respect to the Bonds under consideration, the sum of (1) interest payable on the Bonds during such period, (2) the principal amount of the Bonds, if any, maturing by their express terms during such period, except any term Bonds which are to be retired at or prior to maturity through mandatory sinking fund payments made at regular intervals, and (3) any amounts to be transferred as mandatory sinking fund payment to any debt service or analogous fund calculated to be available for the redemption at or prior to maturity of the term Bonds under consideration.

F. "Domestic Waste" means normal household wastes from kitchens, water closets, lavatories and laundries.

G. "Equivalent Dwelling Unit" means any private dwelling or living unit, as hereinafter defined, or, in the case of non-residential establishments, an "equivalent dwelling unit" shall be computed by the Borough on the basis of one (1) equivalent dwelling unit for each two hundred thirty-nine (239) gallons of water consumed per day, the daily consumption or discharge to be determined by metering or calculating the estimated consumption or discharge using standard engineering data and procedures.

H. "Facility" or "Facilities" means all component parts and equipment of the Sewage Collection System constructed or to be constructed by any of the parties to this Agreement for the respective municipality for the purposes of transporting, conveying and treating Sewage Wastes.

I. "Industrial Wastes" means any and all wastes discharged from an industrial establishment, other than Sanitary Sewage.

J. "mg/1" means milligrams per liter.

K. "Private Dwelling or Living Unit" means a room or group of rooms, structure, apartment, mobile home or other building or structure intended for habitation by a person or persons living together as a family unit.

L. "Ph" (Hydrogen Jon Content) means the logarithm of the reciprocal of the concentration of a hydrogen ions, indicating the degree of acidity or alkalinity of a substance.

M. "Point" or "Points of Connection" means a point or points at which any party hereto connects collector or interceptor sewer mains over which it has exclusive use and control to (1) a collector or interceptor sewer main which is owned by another municipality or authority and jointly used by said party and such other authority or municipality, or (2) an interceptor sewer or pump station owned by the Borough. Points of Connection are indicated on Exhibit "A" attached hereto and made a part hereof by reference.

N. "Reserved Capacity" means capacity in the respective facility, in the maximum quantities set forth in Section 2.02 hereof, allocated to each respective party to this Agreement and reserved for their exclusive use.

O. "Sanitary Sewage" means all water-carried domestic waste from sanitary conveniences of residences, offices, hotels, stores, restaurants, hospitals, schools, commercial establishments, industrial establishments and similar services.

P. "Sewage Collection System" means all of the sewage collector facilities constructed or to be constructed by any of the parties to this Agreement for the respective municipality and which are connected to the Treatment Plant and include sewers, interceptors, force mains, metering devices, pumping stations and other appurtenances.

Q. "Sewage Wastes" means Sanitary Sewage.

R. "Slug" means any discharge of Sewage Wastes which, for a period of fifteen (15) minutes shall exceed five (5) times the Average Daily Flow. The term particularly applies to the sudden emptying of large vats, tanks or swimming pools into the sewage system.

S. "Total Cost of Operating and Maintaining" shall, with reference to any particular facility, mean the actual costs and expenses required in the operation, repair and maintenance thereof, including, in each case, without intending to limit the generality of the foregoing, electric power, labor, materials and supplies, equipment and fixtures, administration costs directly attributable to the particular facility, and all contract services, less any federal or state grants, which are specifically designated by the granting agency to be reimbursement for operation and maintenance.

T. "Total Project Cost" means the actual total cost of the construction of any facility or additions or improvements, enlargements or modifications thereto, required by this Agreement, calculated in the following manner:

(1) The amount actually paid under the contract or contracts for acquisition or construction of the facilities under consideration;

(2) All actual costs and expenses of engineering, financial, administrative and legal services, site acquisition, rights-of-way, privilege rights, licenses, easements and other interests in real property, and financing costs directly attributable to such facilities under consideration; and

(3) Temporary loans, including interest thereon, during construction received in anticipation of receipt of construction grants, but only to the extent such loans and/or interest thereon shall not be paid from the proceeds of such grants.

U. "Total Solids" shall mean solids that either float on the surface of or are in suspension or dissolved in water, sewage or other liquid, and which are determined by laboratory analysis.

V. "Treatment Plant" shall mean the Taylor Run Waste Water Treatment and/or the Goose Creek Waste Water Treatment Plant.

ARTICLE 2.
TERMS OF AGREEMENT

2.01. TERM. This Agreement shall be effective as of ~~January 1, 2006~~July 1, 2016 upon its execution and delivery by the parties hereto and shall remain in effect for a period of five (5) years and six(6) months ~~commencing~~ ending on ~~January 1~~December 31, ~~2020~~2006 unless terminated in writing by one of the parties hereto or by mutual agreement of all parties; provided, however, that it shall not be terminated as long as any Borough of West Chester Bonds secured by revenues from any facilities are deemed to be outstanding.

Commented [ML1]: Should that be 2022? Or, should the period be 4.5 years?

2.02. RESERVED CAPACITY.

A. Subject to the payment of charges and subject, also, to the limitations of this Agreement and providing that the Taylor Run Waste Water Treatment Plant ("Taylor Run Plant") and the Goose Creek Waste Water Treatment Plant ("Goose Creek Plant") may receive the Sewage Waste in a quantity equal to the design capacity without violating each of the plants effluent standards imposed by the United States Environmental Protection Agency ("EPA") and the Pennsylvania Department of Environmental Protection ("DEP"), the Borough grants unto the Township the right to discharge sewer wastes into the Borough's Sewage Collection System at various Points of Connection in the maximum capacity of Five Hundred Fifty-One Thousand Five Hundred (551,500) , of which One Hundred Seventy-One Thousand One Hundred Twenty-Four (171,124) remains to be reserved, which capacity shall be allocated between the Taylor Run Plant and the Goose Creek Plant in accordance with this Agreement. The Borough agrees to convey, treat and dispose of the Sewage Waste in the manner approved by EPA and DEP and in accordance with the terms and conditions of this Agreement.

The Township may reserve the remaining One Hundred Seventy-One Thousand One Hundred Twenty-Four (171,124) gpd of sewer capacity by payment of the applicable tapping fee as set forth in Section 8.04 of this Agreement. If the Township does not pay the applicable tapping fee for any portion of the One Hundred Seventy-One Thousand One Hundred Twenty-Four (171,124) gpd on or before December 31, 2015, the Township shall lose such portion of the reserve capacity, and the Borough will be free to recommit such portion of the reserve capacity. The receipt and treatment of Industrial Wastes is not within the scope of this Agreement, and therefore, the Township shall not discharge or deliver Industrial Wastes to the Borough.

B. The Township shall arrange for and pay the entire cost of the installation, construction and maintenance of its connections to the Borough system referred to in Section 2.02A.

C. Said connections shall be constructed according to the Borough's specifications, approved by the Borough's Consulting Engineer and construction ~~of~~ of said connection shall not commence until after receipt of notice to proceed is received by the Township from the Borough's Consulting Engineer.

D. The Township shall pay the entire cost of the installation and construction of any modifications of the Borough's Sewage Collection System, which may be required by the increased flows under this Agreement.

E. Said modifications, if any, shall be those recommended by the Borough's Consulting Engineer and also, said modifications shall be accomplished according to the Borough's specifications approved by the Borough's Consulting Engineer.

F. When the Borough's Consulting Engineer certifies that any modifications to the Borough's Sewage Collection System are complete, the Township shall offer same to the Borough which, when accepted, shall then be owned, operated and maintained by the Borough.

Commented [MAC2]: See below

Commented [ML3]: We're actually down to 161,803. The 171,124 was at the beginning of the 2011 agreement renewal.

Commented [ML4]: Same comment on the amount as above.

Commented [MAC5]: Not paid. Language in this section needs revision. EBT needs only 1/3 the 171,124(?). Purchase by new date certain (by 2018).

Commented [ML6]: Correct, not paid. In the past, payment was due at the end date of the agreement, which never occurred because as the agreement was extended, so was the payment due date. In effect, EBT just paid as the connections came in. The amount that EBT may wish to reserve via payment is unknown at this time. I have prepared a tiered analysis for BOS discussion at its May 5, 2016 evening work session.

Formatted: Font: Not Italic

'G. If the capacity of the Borough's Taylor Run Plant or Goose Creek Plant and related facilities is rerated downward so that capital expenditures will result, each party hereto shall have the obligation to provide its proportionate share of the required capital, said share to be in the same proportion as the Township's reserved capacity in that plant is to the total design capacity of the facilities.

H. The calculation of the number of dwelling units permitted to connect under the reserved capacity shall be based upon a per unit and not upon actual flows. Therefore, the maximum number of dwelling units which may be connected, providing all applicable tapping fees are timely paid by the Township after January 1, 2006 in accordance with this Agreement, is Seven Hundred Sixteen (716) dwelling units, which number is computed by dividing One Hundred Seventy-One Thousand One Hundred Twenty- Four (171,124) gpd by Two Hundred Thirty-Nine (239) gpd. Upon connection of the maximum number of dwelling units or commercial units permitted by this Agreement and reserved by the Township by timely payment of the applicable tapping fee, actual flows from the Township to the Borough may be calculated during any representative ninety (90) day period acceptable to the Borough. If the actual flows are less than the capacity reserved based upon the Two Hundred Thirty-Nine (239) gpd calculation, the total number of dwellings units in the Township permitted to be connected to the Township system pursuant to the terms of this Agreement may be adjusted upward until the total reserved capacity permitted by this Agreement after timely payment of applicable tapping fees is reached by the Township.

Commented [ML7]: Same comment on the value and the EDU's are down to 677

I. Subject to the qualifications set forth in paragraph 2.02J of this Agreement, if the Township reserves the remaining capacity of One Hundred Seventy-One Thousand One Hundred Twenty-Four (171,124) gpd by timely payment of the applicable tapping fees, the remaining sewer capacity allocated to the Township by the Borough shall be divided between the Taylor Run Plant and the Goose Creek Plant as follows:

Commented [ML9]: Same comment

Facility	Units	GPD
Goose Creek	~~400~~368	~~95,600~~87,952
Taylor Run	~~189~~182	~~45,171~~43,498
Not Designated	127	30,353
Total	~~716~~677	~~171,124~~161,803

Commented [ML8]: These numbers have been updated per the latest data.

The undesignated capacity may be directed by the Township to either the Goose Creek Plant or the Taylor Run Plant subject to capacity and further subject to the Borough's prior approval, which approval shall not be unreasonably withheld.

J. The capacity at the Goose Creek Plant set forth in the preceding subparagraph is contingent on the East Bradford Sanitary Sewage Flows not exceeding the average of Four Hundred (400) gpm discharge rate to the Borough's Bradford Avenue pump station.

Section 2.03. DELIVERY OF SEWAGE WASTES.

A. Except as herein otherwise provided, all Sewage Wastes up to and including the capacities reserved herein, originating in the Township's Sewage Collection System, shall be delivered to the Points of Collection for transportation to and treatment at the treatment plant and no Sewage Wastes from the Township's Sewage Collection System shall be diverted, directly or indirectly, to another treatment facility until the reserved capacity is reached.

B. The Township agrees that wastes which are delivered to the Borough shall be Sanitary Sewage only.

ARTICLE 3.
OPERATIONS AND ENFORCEMENT

Section 3.01. FACILITIES INSURANCE.

A. The Borough and the Township shall insure or cause to be insured their respective Facilities (i.e., including, but not limited to treatment plant, capital additions and interceptors) in a responsible company or companies which are authorized and qualified to do business under the laws of the Commonwealth of Pennsylvania against loss or damage by fire and against such other risks and in such amounts as usually are carried upon, or with respect to, like property in Pennsylvania.

B. In the event that it shall become necessary to make any repair, replacement or reconstruction of any of Borough's said Facilities, or any portion thereof, and there are insufficient funds available from insurance proceeds to pay the costs and expenses thereof, other than insufficiency caused by a breach of Section 3.01 A above, the Township shall pay the same share of the costs of such repair, replacement or reconstruction as its reserved capacity bears to the total design capacity of the damaged or destroyed Facility.

Section 3.02 COMPLIANCE WITH LAWS. The parties hereto agree to comply with all applicable present and future Pennsylvania or United States laws, rules, regulations, permits, orders and requirements lawfully made by any governmental body having jurisdiction and all applicable grant agreements, unless the same are being contested in good faith by appropriate proceedings.

Section 3.03 UPGRADING OF TREATMENT FACILITY. If DEP or any other governmental body having jurisdiction orders the Borough to intensify the degree of treatment at the Treatment Plant or to modify or improve the Treatment Plant, or any portion of the Sewer Collection System receiving Sewage Wastes from the Township, then each party hereto shall pay the same share of the total project costs of such intensification or modification or improvements as its reserved capacity bears to the total design capacity of the above-mentioned Facilities; provided, however, in the case of modifications or improvements to the aforementioned Facilities, nothing contained herein shall be deemed ()r construed to require the Borough to modify or improve the above-referenced Facilities where the purpose of such modification or improvements is to provide additional treatment capacity for the Township. Payment of such share shall be made as a lump sum capital contribution.

Section 3.04 SEWAGE WASTES SAMPLES. Samples of Sewage Wastes and data taken from the Points of Connection may be obtained and analyzed by either party at any place and at any time in order to insure compliance with the terms of this Agreement. Each party shall have the right to have a representative present when such samples and/or data are obtained, but such right shall not limit any party's right of access to the Points of Connection to obtain such samples and/or data.

Section 3.05 FLOW RECORDS. For the purpose of determining and calculating the volume and/ character of Sewage Wastes discharged from the Township's Sewage Collection System, the following methods shall be used:

A. Where flows are directed to the Borough from the Township from a pumping station, the Township shall cause a meter to be installed in each such pumping station. Meters shall be of the continuous reading type which establish daily flows. The expense of maintaining and operating said meter station shall be borne by the Township and shall be included in the Total Cost of Operating and Maintaining said facility. All meters shall be inspected, calibrated and tested for accuracy at least semi-annually by the party operating them. Reports of such inspection shall be made directly to the Borough. The cost of such inspection and the cost of any repair or replacement necessitated by such inspection shall be borne by the Township.

B. In the case of missing flow record due to faulty meter registration or otherwise, an estimate of flows will be made, for purposes of determining volume of sewage wastes discharged. This estimate will be based on an evaluation of past flow records as applied to present conditions and as reviewed and approved by the Borough.

C. Meter records and meter installations of one party hereto shall be made available and accessible to any other party hereto upon request therefor. The record of Sewage Wastes flows through recording meters operated and maintained by any one party will be forwarded to any other party jointly using the meter on or before the fifteenth day of the month of each calendar quarter showing the total daily Sewage Wastes Flows discharged during the previous quarter. The Township's obligation to supply such records is limited to the locations where sewage meters are installed, i.e., the Plum Run pump station, the Windon pump station and the Kenmara station. In supplying such records, the Township shall provide its best estimate as to the division of flows between single family homes, multi-family units and Equivalent Dwelling Units related to commercial or other types of discharge.

D. Recognizing that not all flows from the Township to the Borough pass through pumping stations, flows from commercial and residential properties draining by gravity to the Borough's Sewage Collection System or connected directly to the Borough's Sewage Collection System shall be added to the sum of the meter flows from the pumping stations. Flows from commercial activity shall be determined by the quarterly water flow as determined from water meter readings. Flow from individual residences shall be determined by taking the total of all residential units so connected and multiplying by 250 gpd.

Section 3.06 FACILITIES RECORDS. Each party hereto agrees to make available at all reasonable times to the other party hereto, its agents, servants, employees and representatives, access to all of its records pertaining to cost of acquisition,

construction, operation and/or maintenance of each of the Facilities owned or operated by it.

ARTICLE 4.
SAVE HARMLESS AGREEMENT

Section 4.01 INDEMNITY. Each of the parties hereto agrees to indemnify and save harmless any other party against all losses, costs or damages on account of any injury to persons or property occurring in the performance of this Agreement due to the negligence of any such party, its respective servants, agents or employees, or resulting from the failure of the Treatment Plant, capital additions, interceptor, lines leading thereto or Sewage Collection System, to properly function due to such negligence.

ARTICLE 5.
INFILTRATION AND INDUSTRIAL WASTES PROHIBITION

Section 5.01 INFILTRATION.

A. Township agrees to enact, keep in force and enforce appropriate ordinances to the end that the waters or wastes discharged by any user into its Sewage Collection System shall not contain storm water, sump pump discharges, roof or surface drainage, or any discharges other than Sewage Wastes as herein defined.

B. The source of any excessive infiltration shall be located and corrected by Township. The Township shall undertake a regular program of inflow and infiltration ("I&I") mitigation, said program subject to the approval of the Borough. Township agrees to report to the Borough on a quarterly basis the actions and outcomes of the I&I program. Township shall inspect its entire conveyance system within a five (5) year cycle, and shall appropriate funds to undertake I&I mitigation projects that result in the reduction of I&I based on Borough and PADEP standards.

Commented [ML10]: EBT can inspect and repair I&I of entire system every 5 years. However, quarterly reports likely will be redundant, as all of the work is usually done in one quarter and dependent upon WCU sessions. Typically, inspection and repair is done when classes end in the spring and continues until early to mid-summer (which also commonly exhausts EBT yearly funds designated for this work). I believe an annual report indicating the work done during the repair "season" will be sufficient.

Section 5.02 PROHIBITED DISCHARGES. No wastes or other matters having any one of the following characteristics shall be discharged into the Sewage Collection System with or without pretreatment:

A. Any liquid or vapor having a temperature higher than 110E F.

B. Any water or waste which contains tars, oils or grease.

C. Any gasoline, benzene, naphtha, fuel oil or other flammable or explosive liquid, solid or gas.

D. Any garbage that has not been properly shredded.

E. Any exhaust steam or any liquid containing more than 100 parts per million of fat. Petroleum oil, non-biodegradable cutting oil or products of mineral oil origin, in amounts that will cause interference or pass-through.

F. Any animal hair, ashes, cinders, sand, mud, straw, wood or metal shavings, metal, glass, rags, feathers, tar, plastics, wood, manure or any other solid or viscous substance capable of causing obstruction to the flow in the Sewage Collection

System or other interference with the proper operation of the Sewage Collection System.

G. Any waters or wastes having a ph lower than 5.5 or higher than 9.5 or having any other corrosive property capable of causing damage or hazard to structures, equipment or personnel of the Sewage Collection System.

H. Any waters or wastes containing a toxic or poisonous substance in sufficient quantity to injure or interfere with any sewage treatment process, constitute a hazard to humans or animals, create any hazard in the receiving waters of the sewer system or cause the treatment plant's effluent to fail a toxicity test. Toxic wastes shall include, but not be limited to, wastes containing cyanide, lead, copper and/or chromium ions.

I. Any waters or wastes containing total solids of such character and quantity that unusual attention or expense is required to handle such materials at the Treatment Plant, except as may be approved in writing by the Consulting Engineer for the Borough.

J. Any noxious or malodorous gas or substance capable of creating a public nuisance, a hazard to life or to prevent entry into the sewers for maintenance and/or which may cause acute worker health and safety problems.

K. No rates of flow taking on the proportions of a Slug. This applies likewise to Domestic Waste.

L. Radioactive materials.

M. Highly colored waste waters.

N. No cesspool or septic tank discharges, except as may be discharged at the Treatment Plant pursuant to rules and regulations established by the Treatment Plant operator.

Section 5.03 PROHIBITED CONNECTIONS. Township shall not permit the connection to its Sewage Collection System of any user discharging Industrial Wastes.

ARTICLE 6.
PARTICULAR SYSTEM OPERATORS' COVENANTS

Section 6.01 MUTUAL COVENANTS. Upon execution of this Agreement, Borough and Township covenant as follows:

A. To maintain its Sewage Collection System in good repair and operating condition, and continuously to operate the same;

B. To so operate its Facilities (other than Treatment Plant) as to prevent any sludge from collection therein.

ARTICLE 7.
PARTICULAR SYSTEM OWNERS' COVENANTS

Section 7.01 BOROUGH OF WEST CHESTER COVENANTS.
Upon the execution of this Agreement, the Borough covenants as follows:

A. To, or cause the Borough to, maintain the Treatment Plant and any future capital additions in good repair and operating condition and continuously operate the same.

B. Immediately after any loss or damage to any Facility owned by it, or any part thereof, to commence and duly prosecute the repair, replacement or reconstruction of the damaged or destroyed portion thereof, all according to the plans and specifications therefor prepared by its consulting engineers.

Section 7.02 TOWNSHIP OF EAST BRADFORD COVENANTS. Upon the execution of this Agreement, Township covenants as follows:

A. To diligently proceed with the design, approvals, financing and construction of whatever Facilities, if any, need to be installed in the Borough of West Chester according to the Borough's specifications, inspected and tested by the Borough's Consulting Engineer during and after construction, and dedicated to the Borough of West Chester.

B. To diligently proceed with the design, approvals, financing and construction of the Sewage Collection System and related Facilities iri the Township according to the Township's specifications which have received prior approval from the Borough's Consulting Engineer; which Sewage Collection System and related Facilities are needed to collect and transport to the Points of Connection, up to, but not exceeding, the Township's reserve capacity under this Agreement.

C. To, or cause the Township to, maintain the aforementioned Facilities in good repair and operating condition and to continuously operate the same.

D. Immediately after any loss or damage to any Facility owned by it, or any part thereof, to commence and duly prosecute the repair, replacement. or reconstruction of the damaged or destroyed portion thereof, all according to the plans and specifications therefor prepared by its consulting engineers.

E. To cause to be enacted and to be kept in force and enforced an ordinance compelling all possessors of properties which discharge directly or indirectly. into the Treatment Plant to permit the entries and inspections described in Section 5.05 hereof and imposing a meaningful penalty for the interference with any entry and inspection at all reasonable times.

F. To enact Rules and Regulations using, as a minimum, the standards of Section 5.02 hereof.

G. To annually review their sewer rate impositions for compliance with user change guidelines and regulations established by the EPA, to revise said rates from time to time to conform with such guidelines and regulations and to maintain such records as will document compliance therewith.

ARTICLE 8.
CHARGES AND PAYMENTS

Section 8.01 SERVICES. The services rendered by the Borough to the Township are composed of the following, as appropriate:

A. The transportation and treatment of Sanitary Sewage from the Township's system; and

B. The reservation of a present allocation in the Taylor Run Plant and the Goose Creek Plant and Sewage Collection System for transportation and treatment of sewage wastes from the Township in the amount set forth in this Agreement.

Section 8.02 CHARGES.

A. For residential uses, the Borough shall charge the Township for the transportation and treatment of Sanitary Sewage and for a proportionate share of the conveyance and treatment for the Goose Creek Plant and Taylor Run Plant, to be computed as follows:

(1) Equivalent Dwelling Units (excluding multi-family units) One Hundred Forty dollars and Thirteen cents ($140.13) ~~Dollars~~ quarterly.

Commented [MAC11]: Need to check current charge

(2) Multi-family Units (each unit in four family dwelling units, townhouse units, condominium units and each apartment unit) ~~B~~ One Hundred-~~o~~One dollars and Forty-nine cents ($101.49) ~~Dollars~~ quarterly.

Commented [MAC12]: Need to check current charge

The above-referenced charges are those in effect for ~~2010~~ 2016 but may be increased from time to time by the Borough without previous notice to the Township, but the percentage rate of increase shall not exceed the rate of increase charged by the Borough to its customers in the Borough.

Commented [MAC13]: Note that we are evaluating a rate increase that if recommended and enacted would be effective beginning in 2017. Rate increase would reflect depreciation of fixed assets (not currently done, or included in rate structure).

B. For commercial uses, the operator of the Borough's Sewage Collection System shall charge the operator of the Township's Sewage Collection System for the services described in Section 8.01A, and for a proportionate share of the conveyance and treatment for the Treatment Plant, to be computed as follows:

Prior to the end of each six (6) month period, as referred to in Section 8.05 herein, the Township shall deliver to the Borough a list of all commercial customers of the Township Sewage Collection System. The Borough shall then determine from the records of ~~Philadelphia Suburban Water Company~~ the regional water utility, Aqua Pennsylvania, the gallons of water consumed by each Township commercial customer and compute sewer charges based upon the same formula and rate charged by the Borough to its commercial customers, as set

forth in the Borough's ordinances, which may be changed from time to time. Where the Township's commercial customers are not Aqua Pennsylvania ~~Philadelphia Suburban Water Company~~ customers, the Township shall require said customers to install and maintain in good working order, a water meter approved by the Township to calculate the amount of Sanitary Sewage for each such customer into the Township system, and the Township shall inform the Borough of the amount of these flows for the non-Aqua Pennsylvania ~~Philadelphia Suburban Water Company~~ customers at the time it submits its commercial customer list to the Borough as set forth herein. Upon receipt of this discharge information, the Borough shall compute the charges for these commercial customers, applying the same formula and rate applied to Borough commercial customers. The Borough shall add together all such charges and submit one bill to the Township which shall show the total of the charge for all commercial customers. The Township shall then pay the bill as set forth in Sections 8.05 and 8.06 herein.

C. The parties hereto agree that, in the event the Sewage Wastes discharged from the Township's Sewage Collection System into Facilities of the Borough require special handling or treatment, the total costs incident thereto shall be borne solely by Township.

In addition to any other reports required by this Agreement, Township shall deliver to the Borough within a sixty (60) day period after the end of each month, copies of all connection permits issued, and a summary list of permits issued and payments received. The summary list shall be transmitted to the Borough, so that the Borough may add the new customers to the sewer billing list.

Formatted: Font: Not Italic

Section 8.03 FINANCIAL STATEMENT AND RECORDS. To the end that the costs upon which the charges imposed may be readily ascertained, each party hereto covenants to keep accounting records indicating the basis for these charges. Each party hereto covenants to deliver to the other a copy of same if a party is requested to do so.

Section 8.04 PAYMENT OF TAPPING FEES.

A. With respect to the capacity reserved by the Township, the Township shall pay to the Borough the following tapping fees on January 1, 2006: Two Thousand Three Hundred Thirty-Two ($2,332.00) Dollars per EDU.

B. If the Township fails to pay the applicable tapping fee on or before December 31, 2010 for any portion of the sewer capacity previously reserved in accordance with this Agreement, the Township shall lose such portion of previously reserved sewer capacity, and the Borough shall be free to recommit such capacity.

Commented [MAC14]: Was this accomplished? Or Does the Township pay the Borough for each new connection? If so, is this the current rate?

C. In the event the Borough recalculates the tapping fee set forth in Section 804A above in accordance with the applicable ~~Jaw~~ law and regulations, the Borough shall have the right to modify the tapping fee (per EDU) the Township is obligated to pay.

Commented [ML15]: Per above, this was not paid for, EBT pays for each new connection. The current rate is $2,332.00 as noted. The December 31, 2010 date probably should have been December 31, 2015. I'll pull the file for the current agreement and compare dates.

D. With respect to capacity reserved for commercial customers, Township shall pay to the Borough a tapping fee based on the estimated flow of the commercial use divided by Two Hundred Thirty-Nine (239) gpd and multiplied by the appropriate tapping fee as set forth in the previous paragraph. The figure comprising "estimated flow" shall in each case be the volume estimated by each commercial customer

based upon generally accepted engineering principles and practices and shall be acceptable to the Township and the Borough.

E. The tapping fees referred to in Sections 8.04A and B above shall be paid as set forth hereinafter and the following records shall be supplied to the Borough:

(1) Upon the Township's approval of any new land development or subdivision which is to be served by public sewers, the Township shall collect the applicable sewer tapping fees within a reasonable time after approval but before the issuance of any building permit. ~~The tapping fees may be collected in phases of land development or subdivision rather than for the entire land development or subdivision at one time.~~ The tapping fees shall be forwarded to the Borough within sixty (60) days of receipt, and shall be accompanied by a statement of the number of dwellings to be connected and the identification of the name of the development and the phase thereof, if applicable.

Commented [ML16]: This paragraph may be moot if EBT decides to reserve capacity with payment up front. If the agreement is continued without EBT reserving capacity, EBT should review the legality of forcing an applicant to pay for all phases initially with the solicitor.

(2) Upon the issuance of building permits, the Township shall issue sewer tapping permits, provided the applicable tapping fees have been timely paid in accordance with this Agreement, which shall identify the dwelling unit number and the date that the tapping permit was issued. A copy of this information shall be forwarded to the Borough.

(3) Within sixty (60) days of the Township's issuance of certificates of occupancy, the Township shall provide the Borough with the name and address of the new occupant(s) and the date of occupancy.

Section 8.05 BILLING. Bills for the Township's charges with respect to the Total Cost of Operating and Maintaining the Facilities due pursuant to Section 8.02 hereof, shall be delivered semi-annually, by the Borough to the Township. The bills with respect to the total cost of operating and maintaining the applicable Facility shall be delivered on April 1 and October 1, and shall include any charges due for the preceding six (6) month period. In the case of commercial uses, the Borough shall also deliver with its bill a copy of the ~~.~~ gallons used by each Township commercial customer.

Section 8.06 PAYMENT OF BILLS. Bills shall be payable at the office of the Borough within thirty (30) days of the date of delivery of the bill. There shall be added a penalty of ten percent (10%) to bills remaining unpaid after thirty (30) days of the date of the actual delivery of the bill.

Remainder of Page Intentionally Blank

ARTICLE 9.
MISCELLANEOUS

Section 9.01 PENALTY. Whenever the average of the measured actual daily discharge from the Township for a period of ninety (90) consecutive days exceeds its reserve capacity in the Treatment Plant, the Borough shall give the Township written notice to initiate and diligently pursue action to terminate such excess discharge within the succeeding ninety (90) day period, but in any event the excess discharge shall be terminated within One Hundred Eighty (180) days from the above written notice. All legal and equitable procedures are available to enforce compliance with this Section or any other aspect of this Agreement. If the Township shall fail to terminate such excess discharge within the succeeding ninety (90) day period, it shall pay to the operator of the Treatment Plant into which such excess is being discharged a penalty of twenty five percent (25%) of the charges imposed pursuant to Sections 8.02 and 8.04 hereof, together with normal treatment charges, plus any fines levied by DEP or other governmental agencies due to such excess discharge, from the notification day until such time as the average of the measured actual daily discharge of such party over a period of ninety (90) consecutive days is reduced below the level of said reserved capacity. If such excess discharge continues for more than One Hundred Eighty (180) days from said notice, the twenty- five percent (25%) penalty imposed hereby shall be increased to fifty percent (50%) for each day after such One Hundred Eightieth (180) day.

Section 9.02 INSPECTION OF BOOKS AND RECORDS. Each party hereto, by a duly authorized representative, shall have the right at any time during business hours to inspect the pertinent books and records of the other party in order to ascertain the correctness of any figures used in computing the liability of any other party.

Section 9.03 WAIVER OF RIGHTS. The failure of any party hereto to insist upon strict performance of this Agreement or any of the terms or conditions hereof shall not be construed as a waiver of any of its rights hereunder.

Section 9.04 MODIFICATION. This writing constitutes the entire agreement between the parties, and there are no other representations or agreements, verbal or written, other than those contained herein. This Agreement may be modified, amended or supplemented by the written agreement of all of the parties hereto.

Section 9.05 NECESSITY OF PERMITS. In the event that DEP or any other regulatory body or governmental agency shall fail or refuse to issue any permits which may be necessary to accomplish the intent and purpose of this Agreement, then the parties hereto shall be relieved from further compliance with the terms of this Agreement, except for payments towards any capital costs of any Facilities actually being used and services actually being rendered, until such time when such permit or permits shall be issued; and then this Agreement shall become fully operative and the parties hereunder shall be bound by all the terms hereof.

Section 9.06 CONTINGENCY. The provisions of this Agreement are contingent upon the Taylor Run Plant and the Goose Creek Plant not only operating at the hydraulic and organic capacity designed by the Borough's Consulting Engineer but also with sufficient capacity

to permit the Borough, according to generally accepted engineering principles, to receive from the Township and treat the Sanitary Sewage referred to Section 2.02 herein.

Section 9.07 CONSOLIDATION. This Agreement is a consolidation of the initial Agreement dated January 11, 1984, the subsequent Addenda number 1 through 7 thereto between the Borough and the Township and the Final Agreement dated October 11, 1995 regarding Sanitary Sewage service, and it is the intent of the parties that this Agreement supersedes and takes the place of the aforementioned initial Agreement, seven (7) Addenda and the Final Agreement.

Section 9.08 SEVERABILITY. Should one or more of the provisions of this Agreement for any reason be held illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect other provision of this Agreement, and the remainder of this Agreement shall, in such circumstances, be construed and enforced as if such illegal, invalid or unenforceable provision had not been contained herein.

Section 9.09 MEANING OF PHRASES. When reference is made herein to "each party" or the "respective party" or phrases of similar import, such phrase shall refer to the particular municipality, as appropriate under the current circumstances.

Section 9.10 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be properly executed by the parties hereto and all of which shall be regarded for all purposes as one original and all of which shall constitute and be one and the same.

Remainder of Page Intentionally Blank

Section 9.11 ADDRESSES. Whenever a notice is required to be given in writing by mail, the following addresses shall be used unless a different address is specifically called for:

Borough: Borough of West Chester
401 East Gay Street
West Chester, Pennsylvania 19380

Township: East Bradford Township
666 Copeland School Road
West Chester, Pennsylvania 19380

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and their respective corporate seals affixed the day and year first above written.

ATTEST: BOROUGH OF WEST CHESTER

_____ _____

Michael A. Cotter, Secretary Ellen B. Koopman, President of Council

ATTEST: EAST BRADFORD TOWNSHIP

_____ _____

Michael P. Lynch, Secretary Vincent M. Pompo, Chairman Board of Supervisors

EXHIBITS TO AGREEMENT

Exhibit "A" - POINTS OF CONNECTION

DRAFT

MEMORANDUM

TO: Michael A. Cotter, Borough Manager

FROM: O'B. Laing, Director Public Works

DATE: May 31, 2016

RE: **Ordinance, Article 1: Street Excavation**

Recommendation:

That Borough council approve amendments to **Chapter 95: Article 1, Street Excavation** of existing ordinance to reflect changes shown below.

Section 95-3 Application for permit, surety bond

Amend "C", line 3 by **adding** the following to read:

In the amount of $10,000 or up to such greater amount of $30,000 as required for **"approved"** utility capital improvements.

Section 95-5 Fees for Permits

Amend "B", line 2 by adding: Except for approved utility capital improvements

Amend "B" by Adding a fifth circumstance to read:

Street opening permits for all utilities restoration "approved" as capital improvements by the Director of Public Works and/or his designee shall be **$400** for the first five square yards plus **$8** for each additional square yard.

Background: These changes were initiated as a result of persistent requests from the utility companies that the Borough revise its current fee structure. Their main contention was that the fee structure was too high comparative to other similar municipalities, thus inhibiting their ability to replace the aging infrastructure as demanded by their capital improvement plan. The attached current code served its purpose at the time it was last amended and still does and for that reason it will still remain in place.

Unlike the current multi-million dollar projects, at the time the current fee structure was enacted there were minimal utilities to be upgraded. Most permits were limited to small street openings for repairs, localized failure, transmission mains, or service connections. Fees for a typical permit range from a minimum of **$400 to a couple thousand dollars**. In contrast, by applying the same current fee structure, permit fees for just a 1000 feet of excavation equates to **$35,000.** The permit also requires the utility companies to mill and overlay all impacted areas which could incur an average cost of an additional **$17,000.**

Chapter 95: Streets and Sidewalks

Article I: Street Excavations

§ 95-1 Definitions.

For the purposes of this article, the following terms shall have the meanings indicated:

BOROUGH

The Borough of West Chester.
[Added 10-20-1993 by Ord. No. 21-1993]

PERSON

Any natural person, partnership, firm, association, corporation, public utility or municipal authority.
[Amended 10-20-1993 by Ord. No. 21-1993]

STREET

Any public street, avenue, road, square, alley, highway or other public place located in the Borough of West Chester and established for the use of vehicles.

§ 95-2 Permit required.

It shall be unlawful for any person to open or to make any excavation of any kind in any street in the Borough of West Chester without first securing a permit therefor as hereinafter provided.

§ 95-3 Application for permit; surety bond.

[Amended 10-9-1986 by Ord. No. 9-1986; 10-20-1993 by Ord. No. 21-1993]

Any person who shall desire to make an opening or excavation in any of the streets in the borough shall make written application to the borough's Department of Public Works for such purpose in accordance with the procedure set forth hereinafter.

A. Application. The application shall be made upon forms provided by the borough and shall set forth the name of the applicant, the exact location of the proposed opening or excavation, the approximate size or depth thereof, the applicant's agreement to guarantee and maintain all work performed under the permit for a period of two years from the date of the completion of the work performed and such other information as may be required.

B. Insurance. No permit shall be issued unless and until the applicant has provided the borough's Department of Public Works with a bona fide certificate of insurance, executed by an authorized representative of the insurance agency's underwriter, which certificate shall provide evidence of insurance coverage of the applicant and its employees, if any, for the following:

   (1) Workers' compensation and occupational and disability insurance in accordance with the limits and provisions of the Pennsylvania Workers' Compensation Law.

   (2) Public liability insurance under comprehensive all-risk form with bodily injury limits of not less than $250,000 per occurrence and property damage limits of not less than $100,000 per occurrence.

C. Surety bond. No permit shall be issued unless and until the applicant has provided the borough's Department of Public Works with a license and/or permit bond, executed by an authorized representative of the bonding agency's underwriter, which bond shall provide evidence of coverage of the applicant and its employees, if any, in the amount of $10,000, or such greater amount as may be required. The bond shall guarantee and provide surety for all work performed by the applicant under the permit, together with maintenance thereof, for a period of two years and shall further state that the borough shall be held harmless from and indemnified against all loss, costs, expenses or damage, including attorneys' fees, which shall or may at any time happen during the term of the bond as a result of the applicant's noncompliance with or breach of any laws, statutes, ordinance, rules or regulations pertaining to the permit issued which occur during the

term of the bond. The applicant may satisfy the bond requirements by providing a bond effective for a minimum of one year, which bond shall be renewable for an additional year at the expiration of the first year.

D. Time for the application. Except in emergency situations, all applications for a proposed opening or excavation of a street shall be submitted to the borough's Department of Public Works at least two workdays prior to the proposed date of excavation or opening.

E. Approval or denial of permit. The borough's Director of Public Works and/or his or her designee shall review each permit application and grant or deny the applicant a permit based upon the compliance with the provisions of this chapter. The borough's Director of Public Works and/or his or her designee may deny the issuance of a permit to any person who has not complied with the requirements of this chapter, and/or who has not complied with the conditions and provisions of permits previously issued and/or is in violation of the provisions of this chapter.

§ 95-4 Promulgation of rules and regulations authorized.

[Amended 10-9-1986 by Ord. No. 9-1986]

The Borough Director of Public Works shall promulgate rules and regulations governing the opening, excavation, refilling, resurfacing and repaving of streets in the Borough of West Chester, and after the same have been approved by the Council of the Borough of West Chester and entered upon the minutes of the Council, such rules and regulations shall be the sole criteria for any work to be done or performed by any applicant or permittee governed by the terms of this article. Copies of said rules and regulations shall be furnished to any person making application hereunder.

§ 95-5 Fees for permits.

[Amended 10-9-1986 by Ord. No. 9-1986; 10-20-1993 by Ord. No. 21-1993; 8-16-2000 by Ord. No. 12-2000]

A. Before any permit shall be issued to open or excavate any street or excavate for any pole planting or pole removal, the applicant shall pay to the borough such fee as is provided hereinafter or such fee as shall be required by a schedule of fees established and amended by the Borough Council from time to time. The schedule of fees shall be kept on file at the Borough Department of Public Works.

B. The following fees shall be payable to the borough in the following circumstances:

(1) Street opening permits for all restorations of five square yards or less shall be $400.

(2) Street opening permits for all restorations of more than five square yards shall be $400 plus $80 for each additional square yard over five square yards.

(3) Restorations of five square yards or less performed by borough personnel for persons shall be $350.

(4) Restorations of more than five square yards performed by borough personnel for persons shall be $350, plus $70 for each additional square yard over five square yards.

§ 95-6 Completion of unsatisfactory work by borough.

[Amended 10-9-1986 by Ord. No. 9-1986]

A. In the event that any work performed by or for a permit holder shall, in the opinion of the Borough Director of Public Works, be unsatisfactory, and the same shall not be corrected in accordance with his instructions within the time fixed by him, or in the event that the work for which the permit was granted is not completed within the time fixed therein, the borough may proceed to correct such unsatisfactory work or complete any such work not completed and charge the cost thereof plus 25% to the applicant.

B. The cost of completion by the borough shall be payable to the borough within 30 days of the invoice date. Any payments not made within such thirty-day period will be chargeable against the posted surety bond.
[Added 10-20-1993 by Ord. No. 21-1993]

§ 95-7 Emergency excavations without permits.

Possible Aqua Permit Fees

Assume 1000 LF Trench - 4 Foot Wide

Length	Width	Total SF	SY	
1000	4	4000	444.44	Use 445 SY

Possible Permit Fees

	1st 5 SY	Remaining 440 SY	Permit Total
$4	$400.00	$1,760	$2,160
$6	$400.00	$2,640	$3,040
$8	$400.00	$3,520	$3,920
$10	$400.00	$4,400	$4,800
$20	$400.00	$8,800	$9,200
$30	$400.00	$13,200	$13,600
$40	$400.00	$17,600	$18,000
$50	$400.00	$22,000	$22,400
$60	$400.00	$26,400	$26,800
$70	$400.00	$30,800	$31,200
$80	$400.00	$35,200	$35,600

Mill and Overlay Cost for 1000 LF of Half Width of Road

Length	Width	Total SF	SY	Unit Cost	Total Cost
1000	12	12000	1333.33	$15.00	$20,000.00
1000	12	12000	1333.33	$12.50	$16,666.67
1000	12	12000	1333.33	$10.00	$13,333.33

From: James Jones
Sent: Tuesday, May 31, 2016 11:40 AM
To: Judy Benes; Keith Kurowski; OB Laing; Hector Mojica
Cc: Michael A. Cotter; Monica Correa; Carolyn T. Comitta; Bill Scott; Diane LeBold; Don Braceland; E Brian Abbott; Ellen Koopman; James Jones; Jordan Norley
Subject: Item for either Parking or Public Works, Rec & Environ Prot (or both?)

Greetings Judy et al,

I have one item to offer for discussion at June committee meetings, although I am not sure which committee should discuss it – Parking or Public Works, Recreation, etc.

On Friday May 13, all three of the WCASD high schools held their senior prom, and there was a lot of picture-taking in Everhart Park. That happens every year, and there are also two peak seasons for wedding photos in late spring and. early fall. What made this different was the remarkable number of people who decided to park on the grass in the park instead of on nearby streets.

To be fair, some people arrived in a 24-passenger bus that parked legally on S. Brandywine Street. I also watched as the crowd broke up and I'd estimate that about two-thirds walked back to cars that were legally parked. But I counted 18 cars parked on the grass at one point, and also noticed a bit of turf damage the next morning (see attached photos). I chose not to call the police or parking department, because I figure that none of our officers want to "bust" a prom photo shoot, but had there been more rain in the past week and the ground been a bit softer, there was a chance of more damage or even a car getting stuck.

What I think happens is that most people try to park legally, but once one person pulls onto the grass, others feel encouraged to do the same. To their credit, whenever our Recreation Department hosts a major event in the park, they always organize the parking so that all vehicles remain on paved surfaces.

I'd like our department heads to have a chance to say whether this poses a real problem for the Borough. If the answer is yes, then Council should discuss some options, like contacting the school district prior to prom time, installing a curb along the edge of the street, or posting "No parking on the grass" signs.

Best regards,

Jim Jones, Borough Council member, Ward 6

Henderson High School

Senior End of Year Calendar 2016

as of 5/02/16

Mon. May 2 - Fri. May 13	AP Testing
Thurs. May 5	NHS Induction in Auditorium, 7:00 p.m.
Tues. May 10 – Tues. May 31	12th Grade Quarterly Assessment Window
Fri. May 13	Senior Library books due Senior Prom – Phoenixville Foundry, Phoenixville, PA 7 – 11 p.m. After Prom Party, midnight – 6 a.m. at HHS
Tues. May 17 – Wed. May 18	**SENIORS REPORT TO SCHOOL AT 9:30 A.M. (Keystone Exams)**
Thurs. May 19 – Fri. May 20	**SENIORS REPORT TO SCHOOL AT 9:30 A.M. (Keystone Exams)**
Thurs. May 19	French & Italian Honor Society Inductions – 1:00 p.m. Auditorium
Fri. May 20	Spanish Honor Society Induction – 12:45 p.m. Auditorium
Mon. May 23 – Fri. May 27	Senior Art Show in Gym 1
Tues. May 24	3-Time Honor Roll Breakfast 7:45 – 9:00 a.m. - Cafeteria
Wed. May 25 – Thurs. May 26	**SENIORS REPORT TO SCHOOL AT 9:30 A.M. (Keystone Exams)**
Fri. May 27	Senior locker clean-out for 1st floor homerooms Senior obligations due

IMPORTANT DATES FOR SENIORS		
May 13	6:30 – 10:30 p.m.	Senior Prom Crystal Tea Room, Philadelphia
May 13 – May 14	Midnight – 5:00 a.m.	Post Prom at Rustin HS
May 16 – May 27	During Class	Senior Quarterlies
May 17-20	9:30 a.m. Late Arrival for Seniors	Keystone Testing for Underclassmen
May 19	5:00 – 7:00 p.m.	Art Slam / Senior Art Show Rustin Cafeteria/Auxiliary Gym
May 25-26	9:30 a.m. Late Arrival for Seniors	Keystone Testing for Underclassmen
May 27	7:30 a.m. – 2:15 p.m.	Last full day for seniors Clean out lockers
May 31	7:30 a.m. Class Meeting 8:00 a.m. Senior Breakfast	Last official day for seniors Senior obligations due
June 1		Senior Make-up exams
June 3	7:30 a.m. Seniors report 9:00 a.m. Assembly	Senior Assembly (mandatory)
June 6	7:30 a.m.	Graduation practice (mandatory)
June 7	4:45 p.m. Seniors report 5:00 p.m. Gates open 6:00 p.m. Graduation Ceremony	Note: If there is inclement weather, graduation will take place indoors.

EAST POST PROM 2016

Friday through Saturday, May 13th – May 14th, Midnight to 5:30 am

Senior Registration Form (please print clearly)

Attach Guest Form to this form if Guest is not an East Senior

Student Name _____Date of Birth: ___ / ___ / ___

Parent / Guardian _____Parent Cell_____

Home Phone _____Parent e-mail:_____

Guest Name (if not East Senior):_____

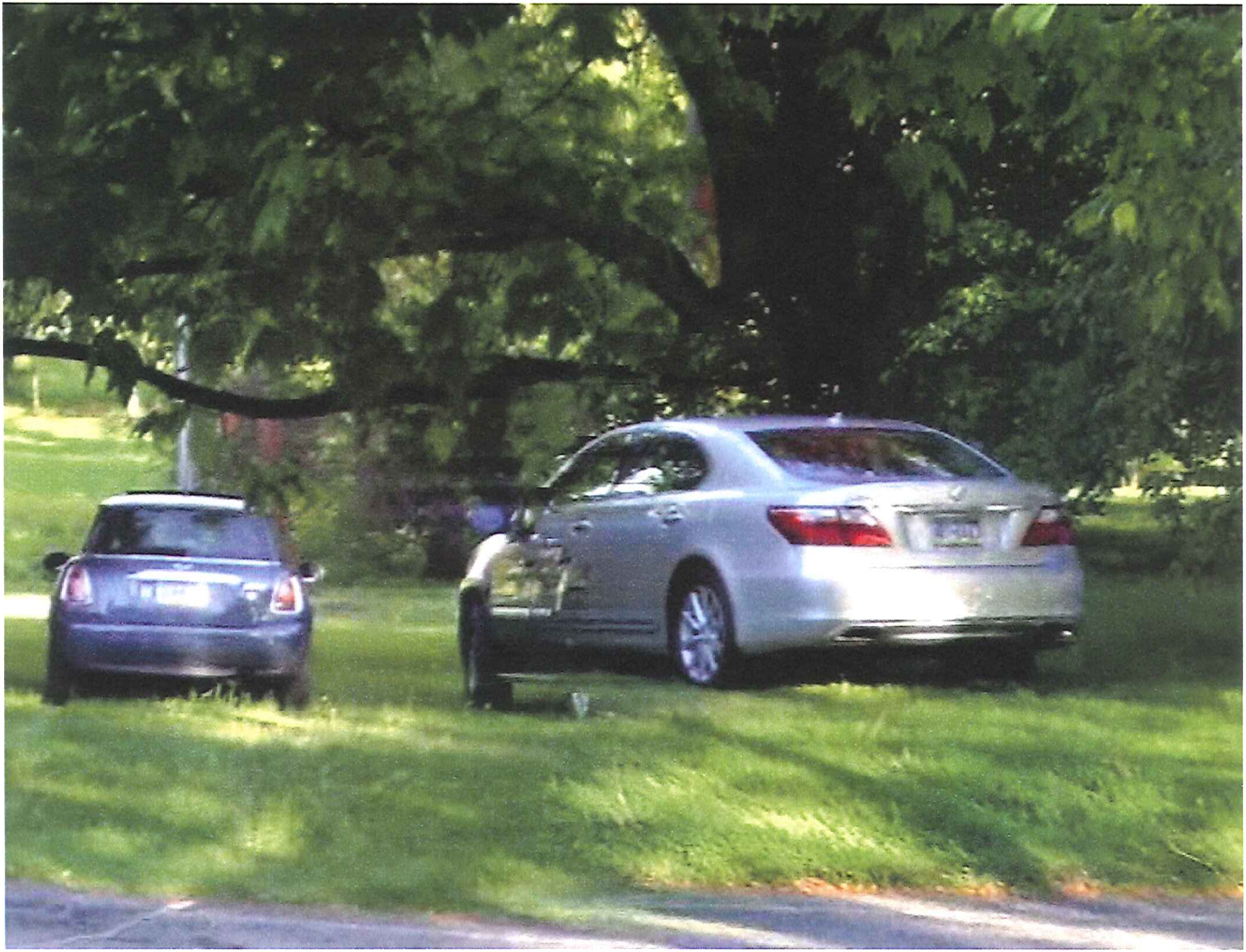
The Post Prom Committee strongly encourages all students and their guests to stay for the duration of the event.

- **ALL** parents will be called if your student leaves the Post Prom before 5:30am.
- **ALL** parents will be called if student does not sign in at the party by 12:30am.
- **ANY** student who leaves before 5:30am **will not be allowed re-entry** to event, and will not be eligible for any prizes.

My Child, _____, has permission to attend the 2016 Post Prom Party, May 13th, midnight to 5:30 AM.

Parent Signature:_____ Date:_____

Completed forms must be dropped in the basket located in the main office by May 6th, 2016



Block Party 400 Block West Gay St. 7/3/16 10a-2p

Special Event, Race, Public Assemblage Permit Checklist 2016

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
MAY 23 2016

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address
- [NA] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [NA] List of Subcontractors with Insurance Certificates
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [x] Borough Services requested PW - Barricades / Road Closed Signs
  - Provide description
- [ ] Applicant Certificate of Insurance -- will be emailed asap
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [x] Application fee (cash, check, or money order) V# 3728 $50.00
  - Application fee is NON REFUNDABLE
- [NA] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [NA] PLCB Permit (if applicable)

*All items on this list must be included with your application. If any of these items are not included, your application will be considered incomplete and will be returned to you

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

**SUBMITTING AN APPLICATION DOES NOT GRANT THE APPLICANT A PERMIT OR PERMISSION TO HOLD AN EVENT.*

**All applications and application fees MUST be submitted 45 days prior to your event date.NO EXCEPTIONS*

**An application fee of $250.00 is required with all event applications*

**An application fee of $50.00 is required with all "block party" applications*

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org.____Cornerstone Christian Fellowship_____

Date applications was submitted to the Borough___May 24, 2016_____

Main Contact Name **Cell phone**

__Dana Boyes_____610-836-1525_____

Home phone **email**

__610-430-3508 (work)_____adminccf@gmail.com_____

Main Contact address____426 W. Gay St., West Chester, PA 19380_____

Day of Event Contact and Cell Phone (if different from above)
____Same_____

Non-Profit Organization **YES** **NO** **(If yes, please attach current verification of 501 (c) (3) status)**

Event Information

Name of event ____Community Block Party BBQ Picnic_____

Date/s of event and times ___Sunday, July 3rd, 10am-2pm_____

Set up and breakdown times for event___Set-up: 8am, Breakdown: 1:30pm_____

Description of event (use separate sheet of paper if needed) _Cornerstone Christian Fellowship partnering with Providence Church to provide a Community BBQ Picnic to the blocks surround the 400 block in West Chester.

Event info cont'd

Type of Event: Walk/Run ☐ Parade ☐ Block Party ☐ Festival ☐

Film ☐ March/Rally ☐ Other ☐ (if other, explain below)

_____

_____

Event Location – Use the attached map to provide event location/address

Address - *Cornerstone Christian Fellowship 426 W. Gay St., West Chester, PA 19380*

Planning on using Cornerstone's parking lot and would like to extend into the street if permit is approved.

List all street closures, on a separate sheet of paper, in addition to the attached map.

Will your event cause delays or alternate routes for Public Transportation? YES NO

If yes, you are required to submit proof of notification from SEPTA and/or TMACC

SEPTA – 215-580-7800 http://www.septa.org/cs/ask/

TMACC (Transportation Management Authority of Chester County) 610-993-0911 http://www.tmacc.org/public-transportation/

Total number of expected participants and/or attendance? ___350_____

Total number of workers/volunteers/marshals for event? *50 volunteers from both churches to run event*

Will your event have food vendors, food trucks, or caterers? YES NO

If yes, you will need to provide a list of all food vendors with a copy of that vendor's Chester County Health Dept. yearly license or Temporary Event License specific to your event. 610-344-6000 http://www.chesco.org/2652/Temporary-Events

- All food vendors are required to provide a certificate of insurance naming the Borough of West Chester as "additionally insured"

Will you event have crafters, non-crafters, or information booths? YES NO

If yes, how many vendors do you plan on attending? _____

- All vendors (non-food) need to submit the waiver and release form to participate in your event

List (on a separate sheet of paper) any/all subcontractors or 3rd party companies hired to help run the event (Examples - port-o-potties, trash removal, fencing, sound, inflatables, etc.)

- **ALL subcontractors need to provide proof of insurance with a certificate of insurance naming "the Borough of West Chester as additionally insured" and must be properly endorsed.**

Event info cont'd

Signature of applicant: x _____ **Date:** 5/24/16

Applicant, for itself and its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorney fees/costs of suit that it incurs, indemnify, and hold harmless, the Borough, and its officers, supervisors, employees, attorneys, successors and assigns from and against losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Applicant, its agents, employees or subcontractors in connection Applicant pursuant to this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Applicant, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Applicant shall reimburse the Borough for reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

Borough of West Chester Services Requested

Check ALL that apply:

Police Security ☐ **Police Traffic Control** ☐ **Police Traffic Diversion** ☐

Public Works Road Closures ☒ **Public Works Waste Removal** ☐

Parking Dept. No Parking Notifications ☐ **Public Works Street Sweeping** ☐

***There is a fee associated with ALL Borough of West Chester services. The Borough of West Chester, in its sole discretion, shall determine the type and level of services and equipment needed to support the event. If the applicant does not hire subcontractors for these services, the Borough will deny the application or require the applicant to use and pay for the Borough's services.**

RECEIVED
MAY 23 2016

BELOW FOR OFFICE USE ONLY

Date Received: _____

Initial Checklist complete: (YES) **NO**

Reviewed by Parks, Recreation, & Special Events Dept. **Date:** _____

Notes: Barricades or "Road Closed" Sign from PW

Reviewed by Public Work **YES** **NO** **N/A** **Approved:** _____

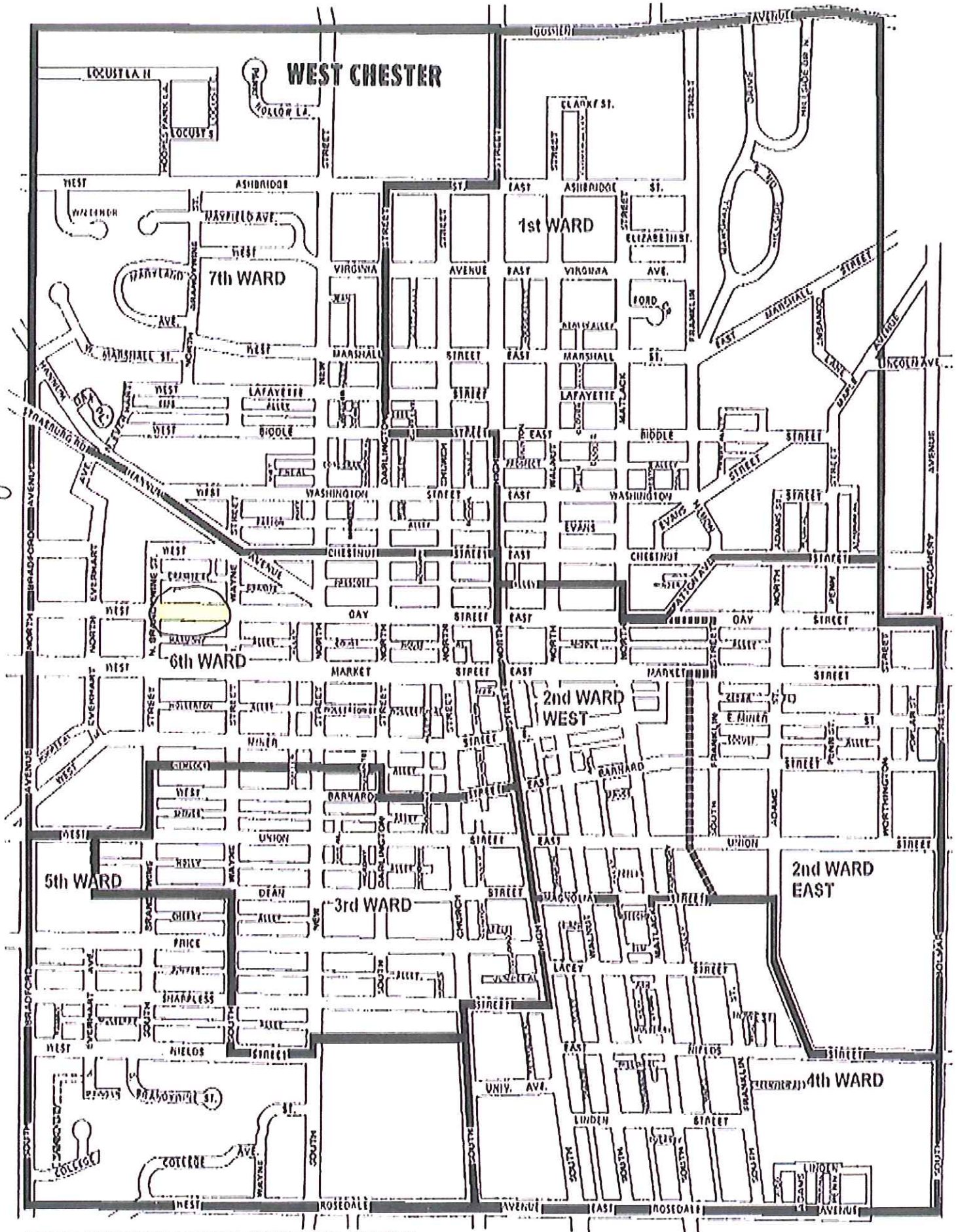
Reviewed by Parking Department **YES** **NO** **N/A** **Approved:** _____

Reviewed by West Chester Police Department: **YES** **NO** **N/A** **Date:** _____

Notes: _____

Police approval signature: _____ **Date:** _____

Application Denied/Reason: **YES** **NO**



WEST CHESTER BOROUGH VOTING WARDS

400 block of N. Hay St.

REV-1220 AS + (3-06)

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF REVENUE
BUREAU OF BUSINESS TRUST FUND TAXES
PO BOX 280901
HARRISBURG, PA 17128-0901

PENNSYLVANIA EXEMPTION CERTIFICATE

CHECK ONE:
- ☑ STATE OR LOCAL SALES AND USE TAX
- ☐ STATE OR LOCAL HOTEL OCCUPANCY TAX
- ☐ PUBLIC TRANSPORTATION ASSISTANCE TAXES AND FEES (PTA)
- ☐ VEHICLE RENTAL TAX (VRT)

(Please Print or Type)

This form cannot be used to obtain a Sales Tax License Number, PTA License Number or Exempt Status.

Read Instructions On Reverse Carefully

THIS FORM MAY BE PHOTOCOPIED – VOID UNLESS COMPLETE INFORMATION IS SUPPLIED

CHECK ONE: ☐ PENNSYLVANIA TAX UNIT EXEMPTION CERTIFICATE (USE FOR ONE TRANSACTION)
☐ PENNSYLVANIA TAX BLANKET EXEMPTION CERTIFICATE (USE FOR MULTIPLE TRANSACTIONS)

Name of Seller, Vendor, or Lessor
Borough of West Chester

Street	City	State	ZIP Code
401 East Gay St.	West Chester	PA	19380

Property and services purchased or leased using this certificate are exempt from tax because: (Select the appropriate paragraph from the back of this form, check the corresponding block below and insert information requested.)

☐ 1. Property or services will be used directly and predominately by purchaser in performing purchaser's operation of: _____

☐ 2. Purchaser is a/an: _____

☐ 3. Property will be resold under License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

☑ 4. Purchaser is a/an: Religious Organization holding Exemption Number 75-531-403

☐ 5. Property or services will be used directly and predominately by purchaser performing a public utility service.
☐ PA Public Utility Commission PUC Number _____ and/or ☐ US Department of Transportation MC/MX _____

☐ 6. Exempt wrapping supplies, License Number _____. (If purchaser does not have a PA Sales Tax License Number, include a statement under Number 7 explaining why a number is not required.)

☐ 7. Other _____
(Explain in detail. Additional space on reverse side.)

I am authorized to execute this Certificate and claim this exemption. Misuse of this Certificate by seller, lessor, buyer, lessee, or their representative is punishable by fine and imprisonment.

Name of Purchaser or Lessee	Signature	EIN	Date
Cornerstone Christian Fellowship Church		23-2559231	

Street	City	State	ZIP Code
426 N. Gay St.	West Chester PA		19380

1. ACCEPTANCE AND VALIDITY:

For this certificate to be valid, the seller/lessor shall exercise good faith in accepting this certificate, which includes: (1) the certificate shall be completed properly; (2) the certificate shall be in the seller/lessor's possession within 60 days from the date of sale/lease; (3) the certificate does not contain information which is knowingly false; and (4) the property or service is consistent with the exemption to which the customer is entitled. For more information, refer to Exemption Certificates, Title 61 PA Code §32.2. An invalid certificate may subject the seller/lessor to the tax.

2. REPRODUCTION OF FORM:

This form may be reproduced but shall contain the same information as appears on this form.

3. RETENTION:

The seller or lessor must retain this certificate for at least four years from the date of the exempt sale to which the certificate applies. **DO NOT RETURN THIS FORM TO THE PA DEPARTMENT OF REVENUE.**

4. EXEMPT ORGANIZATIONS:

This form may be used in conjunction with form REV-1715, Exempt Organization Declaration of Sales Tax Exemption, when a purchase of $200 or more is made by an organization which is registered with the PA Department of Revenue as an exempt organization. These organizations are assigned an exemption number, beginning with the two digits 75 (example: 75-00000-0).

WCPD National Night Out Against Crime
8/3/16

Special Event, Race, Public Assemblage Permit Checklist 2016

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
MAY 5 2016

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address
- [ ] List of Food Vendors, with Chester County Health Dept. licenses (if applicable) TBD if any
- [ ] List of Subcontractors with Insurance Certificates TBD
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [x] Borough Services requested WCPD approved 5/2/16
  - Provide description
- [ ] Applicant Certificate of Insurance
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Application fee (cash, check, or money order) pending
  - Application fee is NON REFUNDABLE
- [x] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [x] PLCB Permit (if applicable)

*All items on this list must be included with your application. If any of these items are not included, your application will be considered incomplete and will be returned to you

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

*SUBMITTING AN APPLICATION DOES NOT GRANT THE APPLICANT A PERMIT OR PERMISSION TO HOLD AN EVENT.

*All applications and application fees MUST be submitted 45 days prior to your event date.NO EXCEPTIONS

*An application fee of $250.00 is required with all event applications

*An application fee of $50.00 is required with all "block party" applications

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org. WCPD NATIONAL NIGHT OUT AGAINST CRIME

Date applications was submitted to the Borough _____

Main Contact Name: DAVE MARCH

Cell phone: 484-880-9937

Home phone: _____

email: dmarch@west-chester.com

Main Contact address: POLICE DEPARTMENT

Day of Event Contact and Cell Phone (if different from above) _____

Non-Profit Organization YES NO (If yes, please attach current verification of 501 (c) (3) status)

Event Information

Name of event WCPD NATIONAL NIGHT OUT AGAINST CRIME

Date/s of event and times WEDNESDAY AUGUST 3, 2016 (RAIN DATE: 8/10/16)

Set up and breakdown times for event set up @ 4:00pm

Description of event (use separate sheet of paper if needed)
NATIONAL COMMUNITY OUTREACH w/ POLICE

Event info cont'd

Type of Event: Walk/Run ☐ Parade ☐ Block Party ☐ Festival ☐

Film ☐ March/Rally ☐ Other ☒ (If other, explain below)

Community Awareness

Event Location -- Use the attached map to provide event location/address

Address - 401 E. Gay St, West Chester, PA 19380

Borough Building Parking Lot

List all street closures, on a separate sheet of paper, in addition to the attached map.

Will your event cause delays or alternate routes for Public Transportation? YES (NO)

If yes, you are required to submit proof of notification from SEPTA and/or TMACC

SEPTA -- 215-580-7800 http://www.septa.org/cs/ask/

TMACC (Transportation Management Authority of Chester County) 610-993-0911 http://www.tmacc.org/public-transportation/

Total number of expected participants and/or attendance? 300

Total number of workers/volunteers/marshals for event? 20-25

Will your event have food vendors, food trucks, or caterers? YES (NO)

If yes, you will need to provide a list of all food vendors with a copy of that vendor's Chester County Health Dept. yearly license or Temporary Event License specific to your event. 610-344-6000 http://www.chesco.org/2652/Temporary-Events

- All food vendors are required to provide a certificate of insurance naming the Borough of West Chester as "additionally insured"

Will you event have crafters, non-crafters, or information booths? (YES) NO

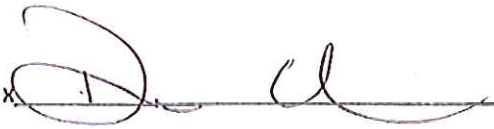
If yes, how many vendors do you plan on attending? 10-15

- All vendors (non-food) need to submit the waiver and release form to participate in your event

List (on a separate sheet of paper) any/all subcontractors or 3rd party companies hired to help run the event (Examples - port-o-potties, trash removal, fencing, sound, inflatables, etc.)

- ALL subcontractors need to provide proof of insurance with a certificate of insurance naming "the Borough of West Chester as additionally insured" and must be properly endorsed.

Event info cont'd

Signature of applicant: x  Date: 5.2.16

Applicant, for itself and its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorney fees/costs of suit that it incurs, indemnify, and hold harmless, the Borough, and its officers, supervisors, employees, attorneys, successors and assigns from and against losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Applicant, its agents, employees or subcontractors in connection Applicant pursuant to this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Applicant, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Applicant shall reimburse the Borough for reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

Borough of West Chester Services Requested

Check ALL that apply:

Police Security ☐ Police Traffic Control ☐ Police Traffic Diversion ☐

Public Works Road Closures ☐ Public Works Waste Removal ☐

Parking Dept. No Parking Notifications ☐ Public Works Street Sweeping ☐

*There is a fee associated with ALL Borough of West Chester services. The Borough of West Chester, in its sole discretion, shall determine the type and level of services and equipment needed to support the event. If the applicant does not hire subcontractors for these services, the Borough will deny the application or require the applicant to use and pay for the Borough's services.

RECEIVED
MAY 5 2016

BELOW FOR OFFICE USE ONLY

Date Received: _____

Initial Checklist complete: YES NO

Reviewed by Parks, Recreation, & Special Events Dept. Date: _____

Notes: _____

_____

Reviewed by Public Work YES NO N/A Approved: _____

Reviewed by Parking Department YES NO N/A Approved: _____

Reviewed by West Chester Police Department: YES NO N/A Date: _____

Notes: _____

_____

_____

_____

Police approval signature: _____ Date: 5-2-16

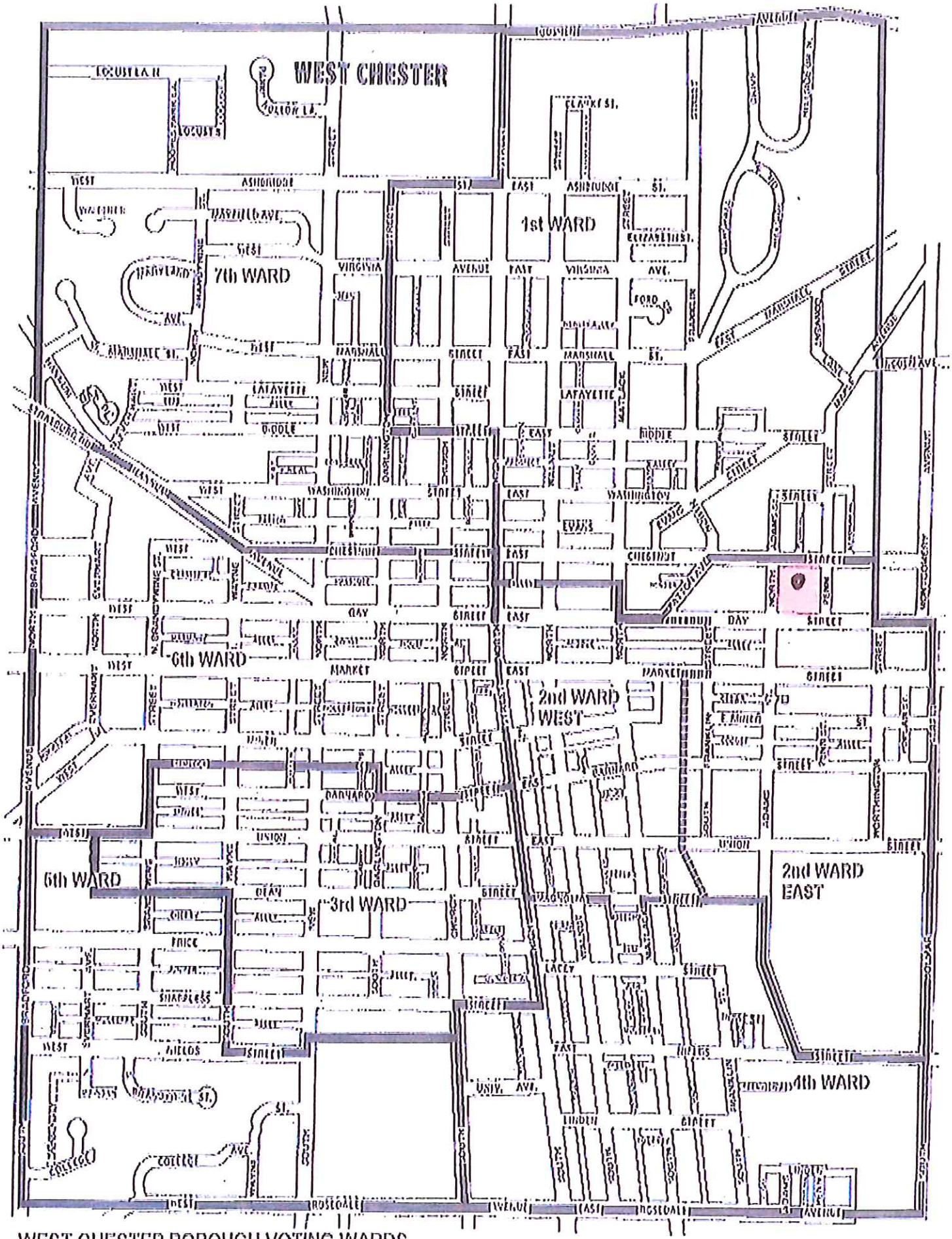
Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____



WEST CHESTER BOROUGH VOTING WARDS

Feast of the Assumption 8/14/16
2p - 3p

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
MAY

- [X] Completed and signed application
- [X] Description of event
- [X] Map of event and address
- [NA] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [NA] List of Subcontractors with Insurance Certificates
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Borough Services requested traffic Control
  - Provide description
- [ ] Applicant Certificate of Insurance
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [X] Application fee (cash, check, or money order) V# 2730 $250.00
  - Application fee is NON REFUNDABLE
- [ ] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [NA] PLCB Permit (if applicable)

*All items on this list must be included with your application. If any of these items are not included, your application will be considered incomplete and will be returned to you

96th
ANNUAL CELEBRATION
Feast of the Assumption

Saint Agnes Church – West Chester, PA

AUGUST 16, 2015

PROGRAM

9:00AM Corporate Communion Mass – St. Agnes Church

10:30AM Communion Breakfast at the Elk's Lodge

2:30PM Procession in Honor of Our Blessed Mother

Forms at St. Agnes Church
Process through West Chester
Return to St. Agnes Church

**** Please join us in the Procession ****

GENERAL COMMITTEE

Anthony Polito *Chairman*
Mary Lou Enoches *Treasurer*
James Mobile *Secretary*

Teresa Boyer
Christy Enoches Cosgrove
Grace Kelly
Tuckie Launi
Barbara Mange
Joe Mange
Anne M. Mauro Kincade
Marie Mauro
Joseph Polito
Anne Marie Reilly
Catherine Reilly
John Riccardo
Nancy Riccardo
Carol Wroten

QUEEN OF PROCESSION

Madison Boyer

Attendants

Francesca Wroten * Romea Riccardo * Alena Boyer
Celina Riccardo * Maria Mobile * Ciana Riccardo
Rosina Riccardo * Sophia Riccardo

The Committee expresses its gratitude to all participants for their cooperation and to the general public who has donated the means in order to make this Celebration a success.

- Everyone Welcome -

Special Event, Race, Public Assembly Permit 2016 (December 2015 ver.)

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

*SUBMITTING AN APPLICATION DOES NOT GRANT THE APPLICANT A PERMIT OR PERMISSION TO HOLD AN EVENT.

*All applications and application fees MUST be submitted 45 days prior to your event date NO EXCEPTIONS

*An application fee of $250.00 is required with all event applications

*An application fee of $50.00 is required with all "block party" applications

Application fees are NON REFUNDABLE

RECEIVED
MAY 23 2016

Applicant Information

Name of applicant/group/org. FEAST OF ASSUMPTION

Date applications was submitted to the Borough 5-23-16

Main Contact Name: TONY POLITO

Cell phone: 610-656-0222

Home phone: 610-692-8322

email:

Main Contact address 502 N. MATLACK ST. W.C. 19380

Day of Event Contact and Cell Phone (if different from above)
TONY POLITO 610-656-0222

Non-Profit Organization (YES) NO (if yes, please attach current verification of 501 (c) (3) status)

Event Information

Name of event FEAST OF THE ASSUMPTION

Date/s of event and times 8-14-16 2PM 3PM

Set up and breakdown times for event N/A

Description of event (use separate sheet of paper if needed)

PROCESSION

Event info cont'd

Type of Event: Walk/Run ☐ Parade ☐ Block Party ☐ Festival ☐

Film ☐ March/Rally ☐ Other ☐ (if other, explain below)

CHURCH PROCESSION

Event Location – Use the attached map to provide event location/address

Address - ST. AGNES CHURCH

List all street closures, on a separate sheet of paper, in addition to the attached map.

Will your event cause delays or alternate routes for Public Transportation? YES (NO)

If yes, you are required to submit proof of notification from SEPTA and/or TMACC

SEPTA – 215-580-7800 http://www.septa.org/cs/ask/

TMACC (Transportation Management Authority of Chester County) 610-993-0911 http://www.tmacc.org/public-transportation/

Total number of expected participants and/or attendance? _____

Total number of workers/volunteers/marshals for event? _____

Will your event have food vendors, food trucks, or caterers? YES (NO)

If yes, you will need to provide a list of all food vendors with a copy of that vendor's Chester County Health Dept. yearly license or Temporary Event License specific to your event. 610-344-6000 http://www.chesco.org/2652/Temporary-Events

- All food vendors are required to provide a certificate of insurance naming the Borough of West Chester as "additionally insured"

Will you event have crafters, non-crafters, or information booths? YES (NO)

If yes, how many vendors do you plan on attending? _____

- All vendors (non-food) need to submit the waiver and release form to participate in your event

List (on a separate sheet of paper) any/all subcontractors or 3rd party companies hired to help run the event (Examples - port-o-potties, trash removal, fencing, sound, inflatables, etc.)

- ALL subcontractors need to provide proof of insurance with a certificate of insurance naming "the Borough of West Chester as additionally insured" and must be properly endorsed.

Event info cont'd

Signature of applicant: x _____ **Date:** 5-23-16

Applicant, for itself and its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorney fees/costs of suit that it incurs, indemnify, and hold harmless, the Borough, and its officers, supervisors, employees, attorneys, successors and assigns from and against losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Applicant, its agents, employees or subcontractors in connection Applicant pursuant to this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Applicant, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Applicant shall reimburse the Borough for reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

Borough of West Chester Services Requested

Check ALL that apply:

Police Security ☐ **Police Traffic Control** ☐ **Police Traffic Diversion** ☐

Public Works Road Closures ☐ **Public Works Waste Removal** ☐

Parking Dept. No Parking Notifications ☐ **Public Works Street Sweeping** ☐

***There is a fee associated with ALL Borough of West Chester services. The Borough of West Chester, in its sole discretion, shall determine the type and level of services and equipment needed to support the event. If the applicant does not hire subcontractors for these services, the Borough will deny the application or require the applicant to use and pay for the Borough's services.**

RECEIVED
MAY 23 2016

BELOW FOR OFFICE USE ONLY

Date Received: _____

Initial Checklist complete: YES NO

Reviewed by Parks, Recreation, & Special Events Dept. **Date:** _____

Notes: will need WCPD (or alternative) traffic control

Reviewed by Public Work YES NO N/A **Approved:** _____

Reviewed by Parking Department YES NO N/A **Approved:** _____

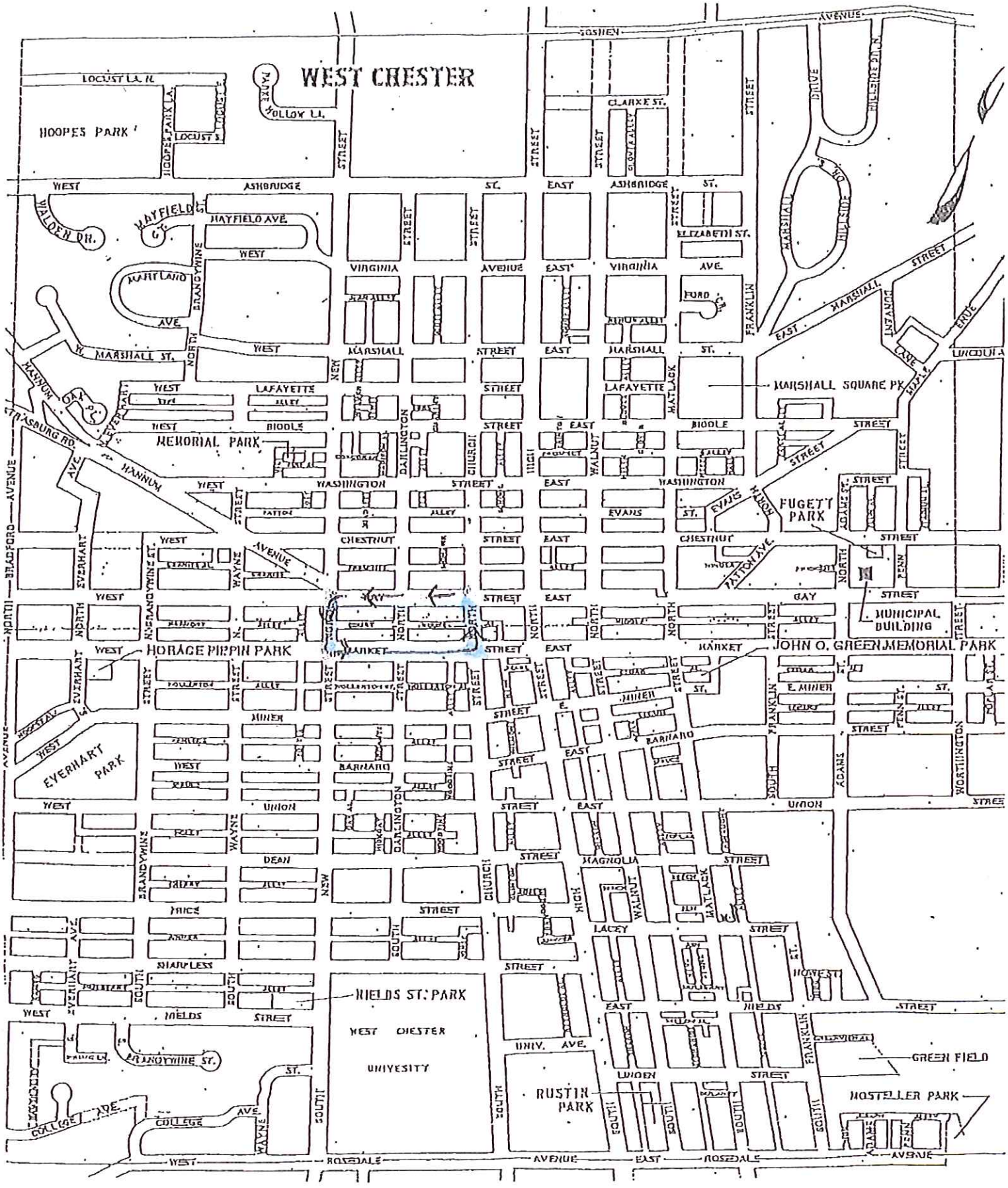
Reviewed by West Chester Police Department: YES NO N/A **Date:** _____

Notes: _____

Police approval signature: _____ **Date:** _____

Application Denied/Reason: YES NO

Borough Council Approval: _____ **Date:** _____


WEST CHESTER
HOOPES PARK
LOCUST LA. N.
LOCUST S.
HOOPES PARK LA.
PARKE HOLLOW LI.
SOSHEN AVENUE
CLARKE ST.
WEST ASHBRIDGE ST.
EAST ASHBRIDGE ST.
WALDEN DR.
MAYFIELD ST.
MAYFIELD AVE.
MARTLAND AVE.
BRANDYWINE
NORTH
VIRGINIA AVENUE
EAST VIRGINIA AVE.
ELIZABETH ST.
FORD CR.
FRANKLIN
MARSHALL DRIVE
HILLSIDE DR.
EAST MARSHALL STREET
CONVENT LANE
LINCOLN AVENUE
W. MARSHALL ST.
WEST MARSHALL STREET
EAST MARSHALL ST.
NEW
MATLACK
MARSHALL SQUARE PK.
MAPLE
HANNUM
OAK PL.
LEVERHART
WEST LAFAYETTE STREET
LAFAYETTE
WEST BIDDLE STREET
EAST BIDDLE STREET
MEMORIAL PARK
STRASBURG RD.
DARLINGTON
CHURCH
HIGH
WALNUT
WEST WASHINGTON STREET
EAST WASHINGTON
EVANS ST.
FUGETT PARK
ADAMS ST.
PENN
WEST CHESTNUT STREET
EAST CHESTNUT STREET
PATTON AVE.
NORTH BRADFORD AVENUE
EVERHART
WAYNE
WEST GAY STREET
EAST GAY STREET
MUNICIPAL BUILDING
HORACE PIPPIN PARK
WEST MARKET STREET
EAST MARKET
JOHN O. GREEN MEMORIAL PARK
E. MINER ST.
MINER STREET
BARNARD
EVERHART PARK
WEST BARNARD STREET
EAST BARNARD STREET
SOUTH FRANKLIN
ADAMS
WORTHINGTON
WEST UNION STREET
EAST UNION STREET
DEAN STREET
MAGNOLIA STREET
PRICE STREET
LACEY STREET
SHARPLESS STREET
HOWE ST.
NIELDS ST. PARK
WEST NIELDS STREET
EAST NIELDS STREET
WEST CHESTER UNIVESITY
UNIV. AVE.
GREEN FIELD
BRANDYWINE ST.
LINDEN STREET
RUSTIN PARK
MOSTELLER PARK
COLLEGE AVE.
WAYNE
SOUTH
WEST ROSEDALE AVENUE
EAST ROSEDALE AVENUE

Judy Benes

From: Keith Kurowski
Sent: Friday, June 03, 2016 12:44 PM
To: Judy Benes
Subject: FW: JOG Phase One resurfacing bids

Judy,

I need to add the following to the committee agenda for Tuesday night.

We have rec'd two bids for the JOG Phase 1 resurfacing project.

Both are close but well over the original estimates and budgeted amounts.

Base Bid Totals by Vendor	
Company	**Base Bid**
john mcphillips and sons	$103,873.00
Recreation Resource USA	$106,000.00

We will be reviewing both bids and all the documents to make sure both are qualified bidders.

We will also be searching for alternative funding as the project needs to be completed if we are to reopen the park.

We hope to have more information for you at the both the committee meeting and the work session.

Keith A. Kurowski
Director, West Chester Parks and Recreation Department
Borough of West Chester
kkurowski@west-chester.com
610-436-9010 (W)
610-436-0009 (F)

CONFIDENTIAL AND PROPRIETARY: This email message is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged and confidential, nor is it, unless specifically stated, intended to be relied upon by any person or persons other than the individual or entity named. If the reader is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone, return this message to the address above and delete all copies. Thank you.

Updated 5-10-2015
May 6th edition

Public Works, Recreation & Environmental Protection Committee

May 10th , 2016 – 5:30 pm

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

Department Heads Present**: O'B Laing,**

Meeting commenced at 5:35 PM

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda:

   There were in sites and suggestions given by Parks and Recreation Commission Chairperson on possibly approach of the Commission in improving communication with council as they go forward with their agenda.

2. Discuss amending the Borough Code to include trees in public parks in the definition of "Public Trees" in Chapter 102-1:

   This topic was discussed in length by both council members and representative of the Friends of Barclay Park who were requesting exemption from any ordinance that might inhibit their ability to place "Donators" plaques on trees in the Barclay Park. Action: **The matter was subsequently tabled for further discussion after it was decided that Borough would look into an ordinance that would specifically highlight Boroughs accepted methodology for such process.**

3. Discuss PA DEP Settlement Proposal – sanitary overflow:

   After rationalizing the reasoning behind his thoughts. The Borough Manager recommended that Borough Council accept the fine levied on the Borough by the DEP as a result of a sanitary sewer overflow that occurred in 2015. Action: **Sent through by a 3-0 vote.**

4. Discuss Pine Alley Storm Sewer Main Replacement:

   The Public Works Director briefly explained the scope of work for the project and his reason for recommending that the Borough retains

Gilmore and Associates for Engineering and Design Services. Action: **Sent through by a 3-0 vote.**

5. Discuss Barnard Street Culvert Replacement:

   Again the Public Works Director highlighted the scope of work for the project and reason for recommending EB Walsh and Associates to provide Engineering Services. Action: **Sent through by a 3:0 vote.**

6. Discuss shingle color and style for Marshall Square Park restrooms;

   Action**: This item was tabled while council awaits further clarification from the appropriate parties.**

7. Discuss accepting resignation of Kate Dameron from Recreation Commission and advertise to fill the 2 vacant spots:

   Council accepted the resignation of the departing member. The item was then further discussed by council and the Commission's Chair who shared some objective views on possibly replacement for the vacant slots. Council subsequently requested that the Manager review current guidelines to see if any changes is necessary to facilitate easier/flexible age requirements for future appointees.

8. Discuss Bradford Avenue Improvements Coordination & Planning:

   After the Borough Manager appraise council on this issue of.
   In response to East Bradford request, it was suggested that a committee be formed to coordinate the process with the township.

9. Discuss April Minutes: **The correct spelling of "Barkley" to Barclay was requested as an amendment by Ms. LeBold**.

   Meeting was adjourned at 7; 00 PM.

   Submitted By: L. O'B Laing