Public Works, Recreation & Environmental Protection Committee

July 12th, 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 allowing "High School Liaison" to the Recreation Commission to become a voting member

3. Discuss Barclay Park (BGPA) plans for recognition plaque and tree signage (Items were discussed in April & May)

4. Discuss Special Event Permit fees regarding 3 largest non-Borough sponsored events
   a. Bike Race & Celebration – 8/20/2016
   b. Chili Cook-Off – 10/8/2016
   c. Christmas Parade – 12/2/2016

5. Discuss new Special Event Permits:
   a. Run for Heroes – 5k – 9/11/2016
      (This has been reviewed but their request for relief from some of the fees has yet to be decided)
   b. S. Adams & S. Penn St. block party – 9/17/2016
      (Will need WCPW equipment)
   c. Unite for Her – 5k – 9/24/2016
      (Police needs WCPD OT request)
   d. WC Stomps Out Cancer – 5k – 9/30/2016
      (Police needs WCPD OT request)
   e. Turkey Burner – 5k – 11/25/2016
      Police needs WCPD OT request)

   All requests are fairly standard and will need minimal Borough services

6. Presentation by Public Works Director – fulltime manpower allotment

7. Discuss recommendation to award Brandywine Valley the Borough's HVAC Preventative Maintenance Contract for the Public Library, Public Works

Department and the Municipal Building for a 3-year contract at low bid price of $7,970.

8. Discuss accepting DEP 902 Recycling Grant Award in the amount of $250,000 to purchase a single-operator leaf vacuum truck and 25-yeard roll off dumpster. Borough match to fund educational decal wraps on downtown BigBelly receptacles.

9. Discuss the Chester County Conservation District's Dirt, Gravel and Low Volume Road Maintenance Grant Award to fund stormwater improvement and green infrastructure projects along Pine Alley at Veteran's Memorial Park and S. Everhart St., between Price and W. Nields St.

10. Discus awarding one-year contract based on the three submitted quotes to recycle eWaste collected by the Borough Public Works drop off-program.

11. Discuss Rosedale Avenue Safety Initiative

12. Discuss June Minutes

Judy Benes

From: Keith Kurowski
Sent: Monday, July 11, 2016 12:07 PM
To: Judy Benes
Subject: FW: Special Event Applications.
Attachments: 092416 Unite for Her 5k.pdf; 093016 WC Stomps Cancer 5k.pdf; 091116 Run For Heros.pdf; 112516 Turkey Burner 5k.pdf; 091716 S. Penn St. Block Party.pdf; 082016 Iron Hill Beer Garden (part of Criterium).pdf

Special Event Permits for Tuesday night's meeting.

- 9-11-16 Run For Heroes/Travis Manion Foundation
  - This has been reviewed but their request for relief from some of the fees has yet to be decided
- 9-17-16 S. Penn St. Block Party
  - Will need WCPW equipment
- 9-24-16 Unite for Her 5k
  - Stacey, needs WCPD OT request
- 9-30-16 WC Stomps Cancer 5k
  - Stacey, needs WCPD OT request
- 11-25-16 Turkey Burner 5k
  - Stacey, needs WCPD OT request

All of the above requests are fairly standard and will need minimal Borough services.

This request from Iron Hill Brewery, as part of or in conjunction with the Criterium Bike Race on Aug. 20 and will need significant Borough services as you deem necessary.

- 8-20-16 Iron Hill Beer Garden

FYI: The Bike Race has been tentatively approved pending payment of Borough serves

As always, contact me with any questions.

Have a good weekend.

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)

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Special Event, Race, Public Assemblage Permit Checklist 2016

Iron Hill Beer Garden (During Criterium) 8/20/16 1pm - 10pm

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
JUN 16 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)
  Only Food Vendor is Iron Hill
- [ ] List of Subcontractors with Insurance Certificates All Event Party Rentals - COI pending
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Borough Services requested WCPD / WCPW / Parking
  - 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) # 52809 $100.00
  - Application fee is NON REFUNDABLE
- [x] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
  As part of the Chamber app
- [ ] PLCB Permit (if applicable) pending Borough approval

*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.___Iron Hill Brewery and Restaurant

Date applications was submitted to the Borough 6|14|16

Main Contact Name	**Cell phone**
Nicole El Bacha	860-912-0808
Home phone	**email**
302.468.5304	nicolee@ironhillbrewery.com

Main Contact address 2502 West 6th St. Wilmington, DE 19805

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

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

Event Information

Name of event ____Iron Hill Beer Garden

Date/s of event and times ___8/20/16 5pm-10pm

Set up and breakdown times for event___Set up begins 1pm, Breakdown 10pm

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

_____

Event info cont'd

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

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

Iron Hill beer garden in conjunction to the Twilight Race Series in West Chester that we sponsor.

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

Address - ___This beer garden will take place on High st and on Gay st. The garden will be the length of Iron hill down the side of High st and the length of Iron hill on Gay st.

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 X

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? __200 at a time

Total number of workers/volunteers/marshals for event? ____8

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

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 X

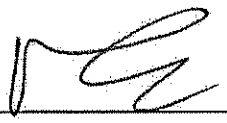
If yes, how many vendors do you plan on attending? _____

- **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:**_____

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.**

BELOW FOR OFFICE USE ONLY

RECEIVED
JUN 16 2016

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:** _____

Application Denied/Reason: YES NO

_____

_____

_____

Description of event:

Iron Hill address: 3 W. Gay St. West Chester 19380

Iron Hill Brewery & Restaurant will be hosting a beer garden in conjunction with the Iron Hill Twilight Race Series in West Chester. The beer garden will take place on High st (the length of Iron Hill) and on Gay st (the length of Iron Hill on Gay st). The garden will run from 5pm-10pm. Both food and beer will be for sale in the Garden with access to high top tables and room for standing. We estimate about 200 people at one time with 2 entrances and bouncers at both.

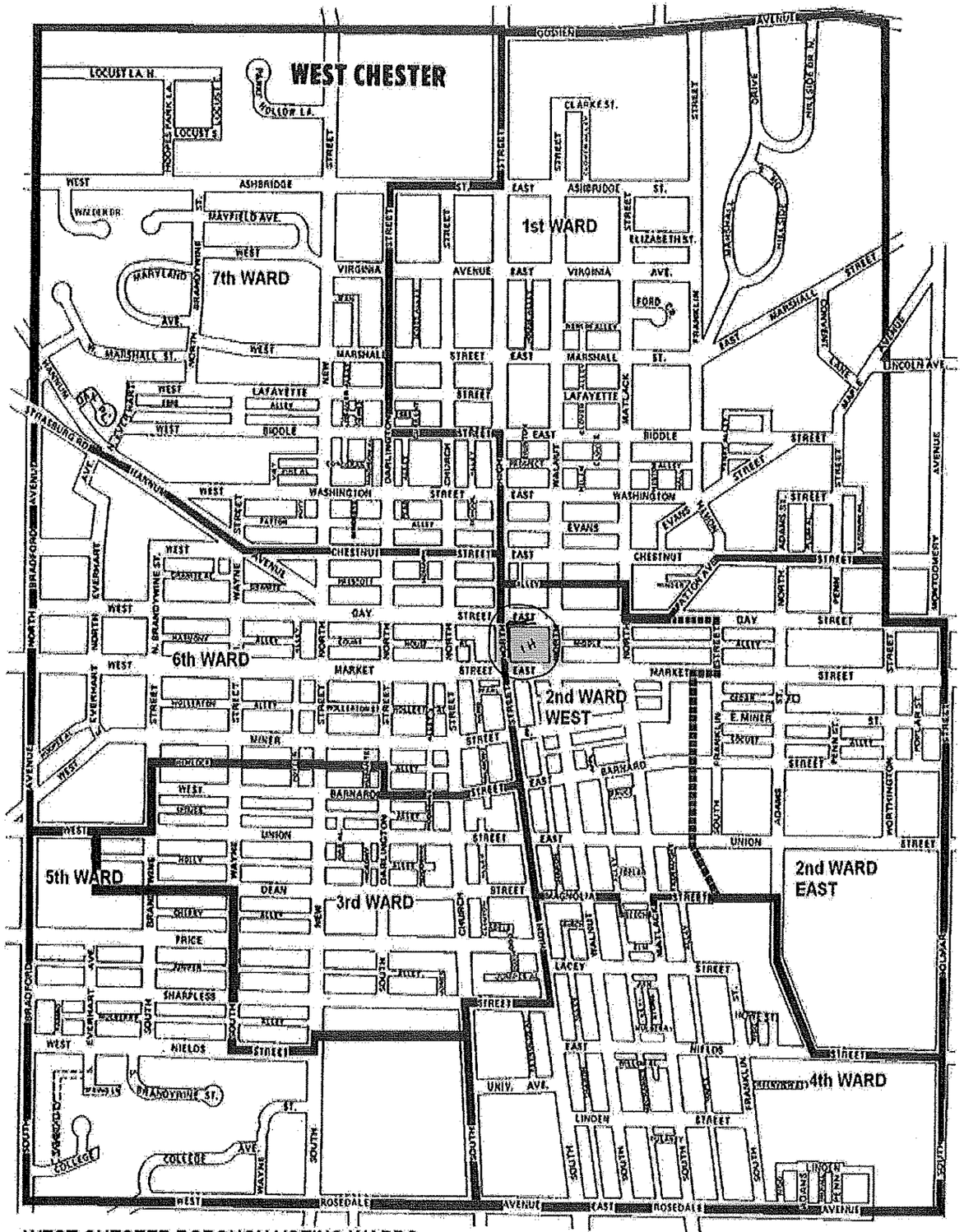
3rd party vendors we use to help run event:

All Party Rental- supplying all rental equipment- fencing, tables, chairs, table linens

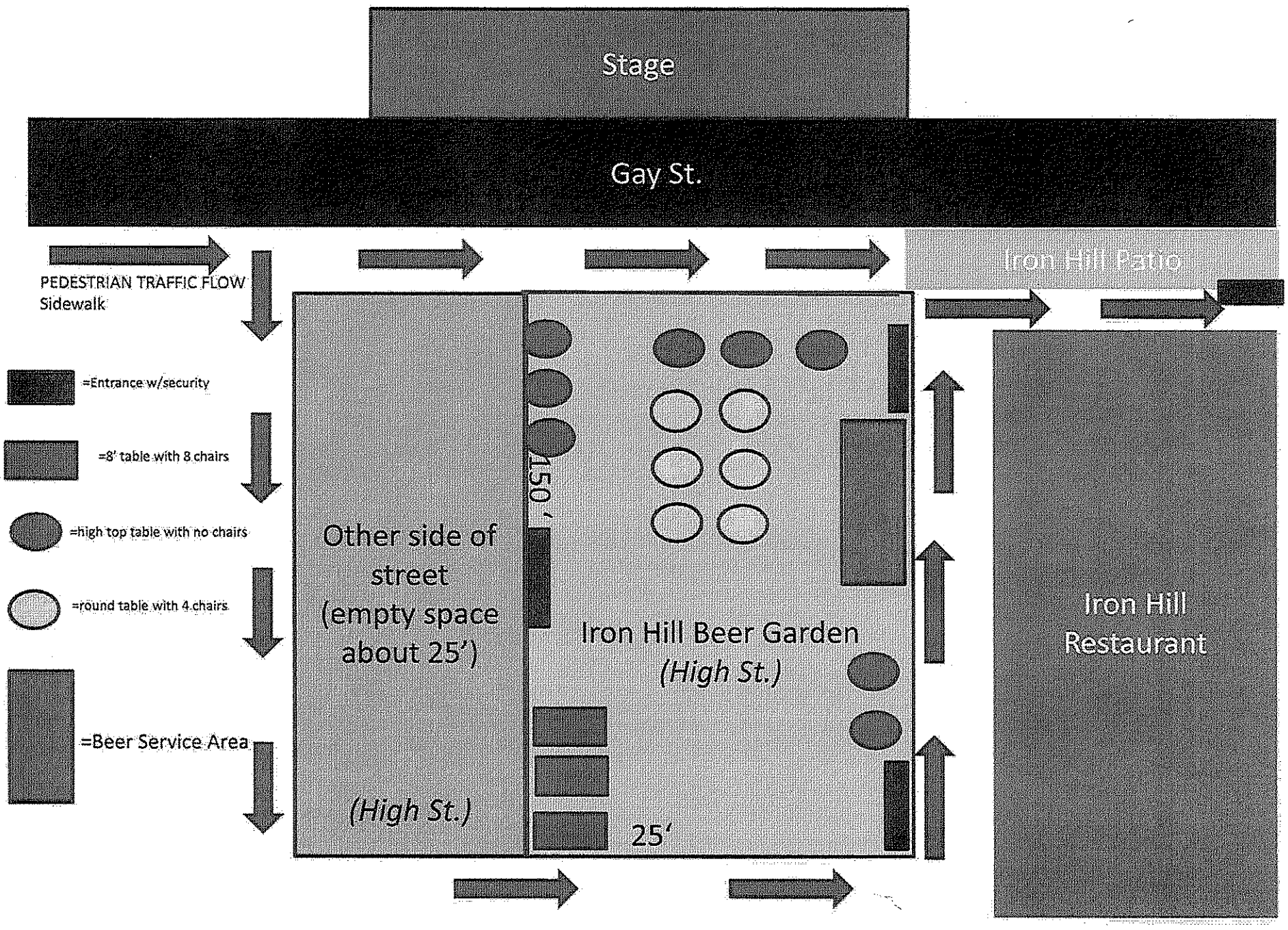
Eva Manko- flowers/decorations

Kennys Flowers- flowers

Ice butler- ice, refrigerated truck



WEST CHESTER BOROUGH VOTING WARDS


Stage
Gay St.
Iron Hill Patio
PEDESTRIAN TRAFFIC FLOW
Sidewalk
=Entrance w/security
=8' table with 8 chairs
=high top table with no chairs
=round table with 4 chairs
=Beer Service Area
Other side of street (empty space about 25')
(High St.)
150'
Iron Hill Beer Garden
(High St.)
25'
Iron Hill Restaurant

2014

An Application Fee of $250.00 is required at submission for all racing events and you must produce a Certificate of Insurance for liability coverage in the minimum amount of $500,000 and naming the Borough of West Chester as an additional insured.

All other events require a $100 fee at submission.

RECEIVED
JUN - 8 2016

West Chester Borough
Special Event Permit Request

Applications must be submitted to the Borough Manager's Officer at least **forty-five (45) days** in advance of the planned event. Applications submitted less than forty-five (45) days in advance may be rejected. **Sponsoring agency is responsible for payment of any and all Police and Public Works services in support of the event**. All events must be approved by Borough Council.

Date of Application: 6/2/16 **Name of Organization:** Iron Hill Brewery + Restaurant

Point of Contact Name and Phone # (include alternate phone #): Nicole El Bacha 302-468-5304 or 860-912-0808

Point of Contact Address: 2502 West 6th St. Wilmington, DE 19805

E-Mail Address: nicolee@ironhillbrewery.com

Type of Event Planned: **Race** ☐ **Parade** ☐ **Block Party** ☐

Festival ☐ **Film Event** ☐ **March/Rally** ☐

Other (please fully explain): ☑ Iron Hill Beer Garden in conjunction to the Twilight Race Series in west chester

Date of Event: 8/20/16 **Start Time:** 5pm **End Time:** 10pm

Type of Service (s) Requested: (check each applicable):

☐ **Police Coverage for Security** ☐ **Diversion of Traffic (specify where):**

☐ **Parking Services: Temporary "No Parking" Signs:** ☐ **Police Traffic Control (specify locations):**

All barricades needed for street or alley closures may be obtained at the Public Works Department for a one-hundred ($100) dollar deposit. Events are responsible for their own trash and recycling collection as well as site clean-up. Any event requiring Public Works staffing (traffic control, trash collection, site clean-up) will be responsible for all costs.

Provide a detailed description of the event and any public services requested:

Iron Hill Brewery + Restaurant will be hosting a beer garden in conjunction with the Iron Hill Twilight Race Series in west chester. The beer garden will take place on high St (the length of Iron Hill) and on Gay St. (the length of Iron Hill on Gay St.) The garden will run from 5pm - 10pm. Both food and beer will be for sale in the Garden with access to sit down tables, hightop tables and room for standing. We estimate about 200 people at one time with 2 entrances and bouncers at both.

2014

Location of the Event: (provide a narrative of the planned location (s) of the event –include start and end locations):

This beer garden will take place on High St (next to Iron Hill) and on Gay St. The garden will be the length of Iron Hill down the side of High St. and the length of Iron Hill on Gay St.

Attach an accurate map to the event request depicting the streets and intersections to be affected by the event: ☑

Indicate approximate number of volunteers or "marshals" your organization will be able to provide: 8

Signature of Requestor: _____ **Date:** 10/2/16

All applications will be reviewed by the Police Department who will forward a recommendation for approval or disapproval to Borough Council. Council shall review the application and attached recommendations and approve or deny the application. Recommendations for approval or disapproval will include but not be limited to the following:

- **whether event will substantially interrupt the safe and orderly movement of traffic.**
- **whether the event will require the Police Dept to police the event and whether the number of police assigned to properly police the event will prevent the Borough from providing adequate police services to the remainder of the Borough and East Bradford Township**
- **whether the event will otherwise interfere with or be a detriment to the general health, safety and welfare of the Borough**
- **whether there are other events planned or scheduled for the requested date of the event**

In the event a request is approved, Borough Council and/or the West Chester Police Department may attach conditions regulating time, place and manner in which the event is conducted and other conditions as well ensure the general health, safety and welfare of the Borough, Township, residents and persons participating and contiguous to the event.

Date forwarded to Police Department: _____

Recommended: ☐ **Approval** ☐ **Disapproval**

Police Chief Signature: _____ **Date:** _____

☐ **Approved subject To Police Department Conditions**
☐ **Approved subject to Police Department condition plus conditions noted below.**
☐ **Denied for reasons noted below.**

Additional Conditions/Comments: _____

Borough Council Signature: _____ **Date:** _____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/14/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tamieka Nuble	
Arthur J. Gallagher Risk Management Services, Inc. 40 W. Front St. Media PA 19063	PHONE (A/C, No, Ext): 610-548-5106	FAX (A/C, No): 610-565-1388
	E-MAIL ADDRESS: tamieka_nuble@ajg.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED	INSURER A : MEMIC Indemnity Company	11030
Iron Hill Brewery, LLC 2502 W 6th Street Wilmington, DE 19805	INSURER B : Zurich American Insurance Company	16535
	INSURER C : ACE Property & Casualty Insurance C	20699
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1438144639 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	Y		CPO0139544 01	11/1/2015	11/1/2016	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			CPO0139544 01	11/1/2015	11/1/2016	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $0			M00592936 002	11/1/2015	11/1/2016	EACH OCCURRENCE	$25,000,000
							AGGREGATE	$25,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			3102804667	1/4/2016	11/1/2016	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$500,000
							E.L. DISEASE - EA EMPLOYEE	$500,000
							E.L. DISEASE - POLICY LIMIT	$500,000
B	Liquor Liability			CPO0139544 01	11/1/2015	11/1/2016	Ea Com Cause Aggregate Limit	1,000,000 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Iron Hill Twilight Criterium on August 20, 2016.
Per endorsement LC 0447 0412 the following are additional insured under the general liability if required by written contract but only for the coverages and limits provided by the policy: Great West Chester Chamber of Commerce Susquehanna Bancshares, Ins. 26 North Cedar St. Lititz, PA 17543. Waiver of subrogation applies if required by written contact for the General Liability Policy.

CERTIFICATE HOLDER

Great West Chester Chamber of Commerce
Iron Hill Twilight Criterium
3 W. Gay Street
West Chester PA 19380

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Deidre L. Frederick

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PLCB-193 6/07

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA
LIQUOR CONTROL BOARD

AFFIDAVIT OF COMPLIANCE

BUREAU OF LICENSING

REGARDING NOTICE POSTING AS REQUIRED BY PENNSYLVANIA LIQUOR CODE AND BOARD REGULATIONS

License Number R-11611 LID #: 42093

Applicant C & D Brewing Co. of PA, LLC

Address of Premises 3-5 West Gay Street

West Chester, PA 19380
(ZIP CODE)

Type of Application:

- ☐ New with an Amusement Permit
- ☐ New without an Amusement Permit
- ☐ Transfer with an Amusement Permit
- ☐ Transfer without an Amusement Permit
- ☑ Extension
- ☐ Change of Officers

The undersigned applicant for a license action concerning alcoholic beverages, B. Eric Wood, Manager, swears or affirms that a "Public Notice of Application" has been and will be continuously and conspicuously posted on the premises for which the license action is applied, in the manner prescribed by the Liquor Code and Board Regulations, from the date the application was filed with the Board, 06/09/2016 (INSERT DATE).

_____
(SIGNATURE)

_____
(SIGNATURE)

_____
(SIGNATURE)

The foregoing statements are provided under penalty of perjury, 18 Pa. C.S.A. §4903 and §4904, and 47 P.S. §4-403(h) and/or §4-436(j).

This affidavit must be submitted in conjunction with each new, transfer, or extension application and any notice of change in officers or stockholders constituting a change of corporate control. New and transfer applications for retail licenses, except clubs, performing arts and public venues, must indicate if the transaction includes an amusement permit. The "Public Notice of Application" must be posted on the date the application or notice is filed and must remain posted until the application has been approved or refused by the Board.

This affidavit must be executed by the same person or persons who signed the application or notice. If the applicant is a corporation, the corporate officer(s) who signed the application of notice shall execute this affidavit by affixing the same signature(s) and title(s) hereon. If the applicant is a limited liability company, the member(s) who signed the application of notice shall execute this affidavit by affixing the same signature(s) hereon.

NOTE: If the transfer of controlling interest in a corporation affects more than one license, EACH LICENSED PREMISES must be properly posted.

List additional license numbers here: _____

LTRD 03/13

pennsylvania
LIQUOR CONTROL BOARD
Northwest Office Building
Harrisburg, Pennsylvania 17124-0001
www.lcb.state.pa.us

June 30, 2016

C & D BREWING COMPANY OF
PENNSYLVANIA, LLC
IRON HILL BREWERY & RESTAURANT
3-5 W GAY ST
WEST CHESTER PA 19380-2592

RE: LID 42093
License No. R11611

Dear Licensee:

We have reviewed our investigator's report regarding the application for temporary extension of premises for an event to be held August 20, 2016.

The report indicated at the time of the investigation, the source of funds for this transaction was not available for verification. When the financing has been obtained, please submit notification to this office in order that the necessary reinvestigation can be requested.

Title 40, Pennsylvania Code, Section 3.6, requires an applicant to report the financial arrangements related to the extension on forms provided by the Board. Accordingly, please complete and return the enclosed Individual Financial Disclosure Affidavit, form PLCB-1842, listing complete financial information for the extension.

In addition, this office must be provided with municipal approval from West Chester Borough for the August 20, 2016 event.

Upon compliance with this letter, the application will be referred for decision due to the proposed licensed premises being located within 200' of 2 establishments licensed by the Board. If the requested items are not received within thirty (30) days of this letter, the application may be considered for cancellation. Please comply promptly.

Sincerely,

Frank W. Miller, Chief
Licensing Evaluation Division

Refer to: Licensing Information Center
(717) 783-8250

FWM:cas

32809

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL REACTIVE PROPERTIES AND FEATURES A FOIL HOLOGRAM

IRON HILL BREWERY, LLC
2502 W. 6TH STREET
WILMINGTON, DE 19805

Santander
60-7269/2313

6/3/2016

PAY TO THE ORDER OF Borough of West Chester $ $100.00

******* One Hundred Dollars and 00 Cents DOLLARS

Borough of West Chester
401 East Gay Street
West Chester, PA 19380

TWO SIGNATURES REQUIRED OVER $30,000.00

MP

MP

MEMO

TRUE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

⑈032809⑈ ⑆231372691⑆ 9995014866⑈

32809

IRON HILL BREWERY, LLC

Vendor ID	Name	Check Date
BOR WC	Borough of West Chester	6/3/2016

Invoice Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
PERMIT BIKE RACE '1	6/1/2016	$100.00	$100.00	$0.00	$100.00
		$100.00	$100.00	$0.00	$100.00

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. Sarah Ward

Date applications was submitted to the Borough 7-5-16

Main Contact Name: Sarah Ward

Cell phone: 484-467-0199

Home phone:

email: S.Ward01@verizon.net

Main Contact address 727 S. Adams St WC PA 19382

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 S. Adams - S. Penn St Annual Block Party

Date/s of event and times September 17th (Rain Date Sep 18th) 2pm-9pm

Set up and breakdown times for event 1:30pm 9pm

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

We would like to block off S. Penn St between Rosedale and Linden for our 6th Annual neighbors block party. We have a pot luck, games for the kids and hangout all day and visit. It has grown over the years and provides a chance to connect with neighbors.

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 - South Penn St. Between Rosedale & Linden.

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? 50

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 Sarah Ward **Date:** 7-5-16

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
JUL - 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: _____

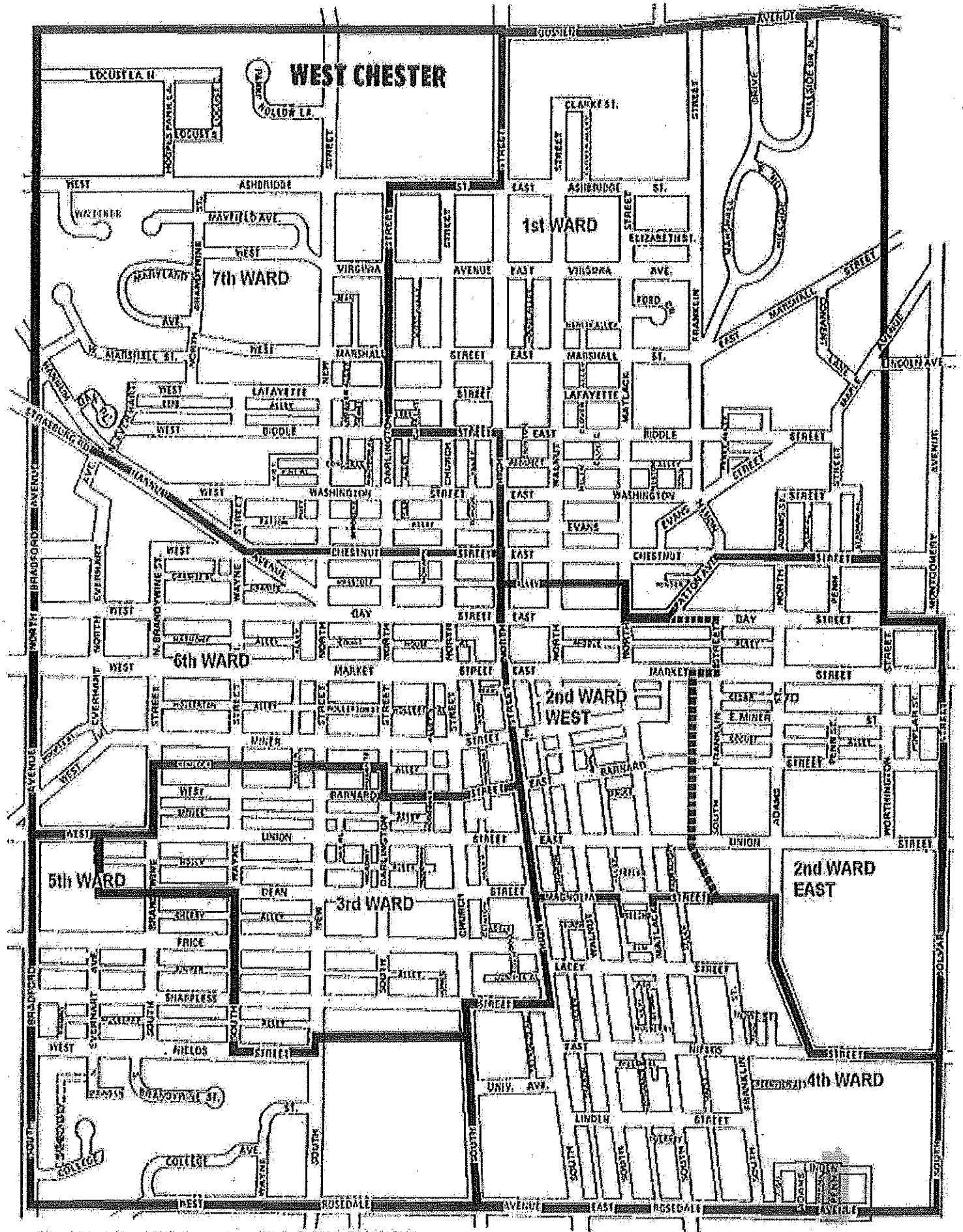
Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____



WEST CHESTER BOROUGH VOTING WARDS

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Important Information and FAQs

- Applicant is responsible for payment, in full, for all Borough of West Chester services provided.
    - Approved permits will not be issued without receipt of payment in full.
    - The Borough of West Chester will accept cash, cashier's check, or money order
    - Checks and money orders should be made payable to
        - **Borough of West Chester**
          401 E. Gay St.
          West Chester, PA 19380
- All applications will be reviewed by the necessary Borough of West Chester departments. Recommendations will be made for approval or disapproval based upon several qualifying factors including, but not limited to:
    - Whether event will substantially interrupt the safe and orderly movement of traffic
    - Whether the event will require the West Chester Police Dept. to police the event and whether the number of police assigned to properly police the event will prevent the Borough from providing adequate police services to the remainder of the Borough and to East Bradford Twp.
    - Whether the event will otherwise interfere with or be a detriment to the general health, safety, and welfare of the Borough
    - Whether there are other events planned or scheduled for the requested date of the event.
- How long does the review/approval process take?
    - Review is dependent upon the size, time, date, and scope of your event. It may take several weeks for all Borough departments to review each application.
- What is an Event or Public Assemblage?
    - A preplanned single event or series of events that, because of its nature, interest, location, promotion or combination of similar influences, is expected to draw a large number of people, proposed to be held on public property, or on private property but impacting public property or roadways, and/or requiring the use of public support services, for the purpose(s) of entertainment, celebration, amusement, cultural recognition, arts and craft displays and/or sales, special sport competition(s), block parties or similar activities generally considered entertainment or recreational in nature.

- All running events are required to employ a "race sweeper". The task of the sweeper is to trail the slowest participants of the race from start to finish. No marshal/volunteer is to leave their post/intersection until the "race sweeper" has passed their intersection and informed them that all race participants are clear of the course at their location.
- No special event, race, or public assemblage shall start earlier than 8am and must conclude by 10pm.
- All "run/race" marshals are required to have a current PA Driver's license
- All event signage and equipment needs to be removed from the event grounds by the end of the event day
- Every applicant shall provide as part of the application, a certificate of insurance naming "The Borough of West Chester 401 E. Gay St., West Chester, PA 19380" as additionally insured
    - Minimum amount of coverage required is as follows:
    - General Liability: $1,000,000 per occurrence/$2,000,000 Aggregate
    - Auto Liability: $1,000,000 Combined Single Limit
    - Workers Compensation and Employers Liability: Statutory/$1,000,000
    - Professional Liability: $1,000,000 Per Occurrence
- Applications for events that involve alcohol served, purchased, or sampled will be considered on an individual basis. If applying for an event that involves alcohol the applicant is required to have an approved "Special Occasion Permit" (PLCB-1229).
    - www.lcb.state.pa.us
    - Alcohol is not permitted in any Borough of West Chester park
    - Additional costs and police coverage will be required for events involving alcohol
- All events are required to abide by all Borough of West Chester codes and ordinances unless special exemption has been approved by Borough Council
- ALL approved event applications are subject to change by the Borough of West Chester at any point in time leading up to and during the event

Emergency Services Contact Info

Borough of West Chester Police Department

Ph: 610-696-2700 website: http://www.west-chester.com/183/Police-Department

Chester County Department of Emergency Services

Ph: 610-344-5000 Fx: 610-344-5050 website: eoc-pio@chesco.org

Good Fellowship Ambulance and EMS

Ph: (610) 431-3132 website: http://www.goodfellowship.com/

Fire Departments

West Chester Fire Chief -- Mike McDonald

Email: wcfirechief@west-chester.com

First West Chester Fire Co. #1

Ph: 610-431-1580 website: http://firstwestchester.org/

Good Will Fire Co. #2

Ph: 610-431-4366 website: http://goodwillfireco.org/

Fame Fire Co. #3

Ph: 610-431-7565 website: http://famefireco.org/

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

2016 Special Event, Race, Public Assemblage Fee Schedule

December 2015 ver.

When the Borough of West Chester deems that public services are required for your event, race, or public assembly the following fee schedule will be enacted.

Personnel

West Chester Police Officer with vehicle - $150.00 per hour per officer (minimum 3 hours)

West Chester Police Officer with bicycle - $125.00 per hour per officer (minimum

3 hours

West Chester Police Officer- $100.00 per hour per officer (minimum 3 hours

West Chester Public Works Department - $50 per hour per man (minimum 3 hours)

West Chester Fire Police - $30 per hour per officer (minimum 3 hours)

West Chester Parking Department (Postings) - $30.00 per hour per officer

(Number of personnel to be determined by the individual departments of the Borough of West Chester)

Equipment

Orange cones - $1.00 per cone

Two orange cones and horizontal bar (blockade) - $5.00 per

Road Closed free standing sign - $10.00 per sign

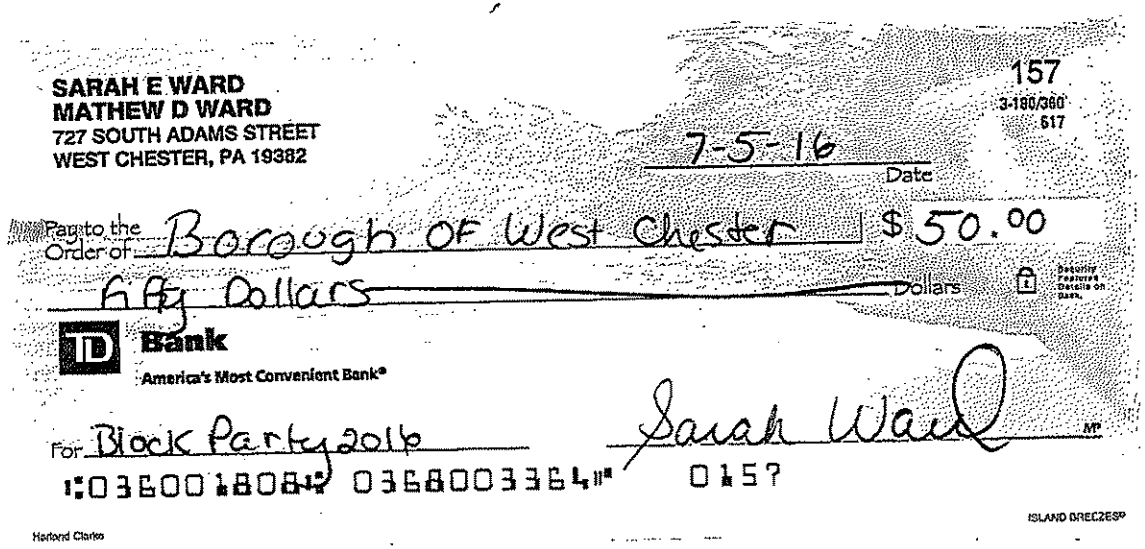
Trash and/or recycling receptacles - $2.00 per

Parking meters - $21.00 per day per meter (5 hours or more)

- $11.00 per meter, less than 5 hours per day

*Any lost and/or damaged equipment will be replaced by the permit holder at the Borough of West Chester's costs.

* All events requiring use of over $500.00 of Borough of West Chester equipment will require a separate deposit of $500.00 (to be used towards your rental).



SARAH E WARD
MATHEW D WARD
727 SOUTH ADAMS STREET
WEST CHESTER, PA 19382

157
3-180/360
517

7-5-16
Date

Pay to the Order of Borough of West Chester $ 50.00

Fifty Dollars

Security Features Details on Back.

TD Bank
America's Most Convenient Bank®

For Block Party 2016

Sarah Ward

⑆036001808⑆ 0368003364⑈ 0157

Harland Clarke

ISLAND DREC2ES9

Turkey Burner 4/25/16 8-10

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
JUN 14 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"
- [ ] Borough Services requested WCPD
  - 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) ✓ # 10072 $250.00
  - 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. Henderson Boys' XC

Date applications was submitted to the Borough 6/10/16

Main Contact Name Kevin Kelly Cell phone 610-389-2739

Home phone 610 696-3956 email KKellyrun98@verizon.net

Main Contact address ~~400~~ 400 Montgomery Ave, WC 19380

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 4/25/16 Turkey Burner

Date/s of event and times 8:30AM-930AM 11/25/16

Set up and breakdown times for event

Description of event (use separate sheet of paper if needed)
5K run, 2K walk

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 - Church & Market Sts.

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? 250

Total number of workers/volunteers/marshals for event? 40

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.

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
JUN 14 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: _____

Application Denied/Reason: YES NO

_____

_____

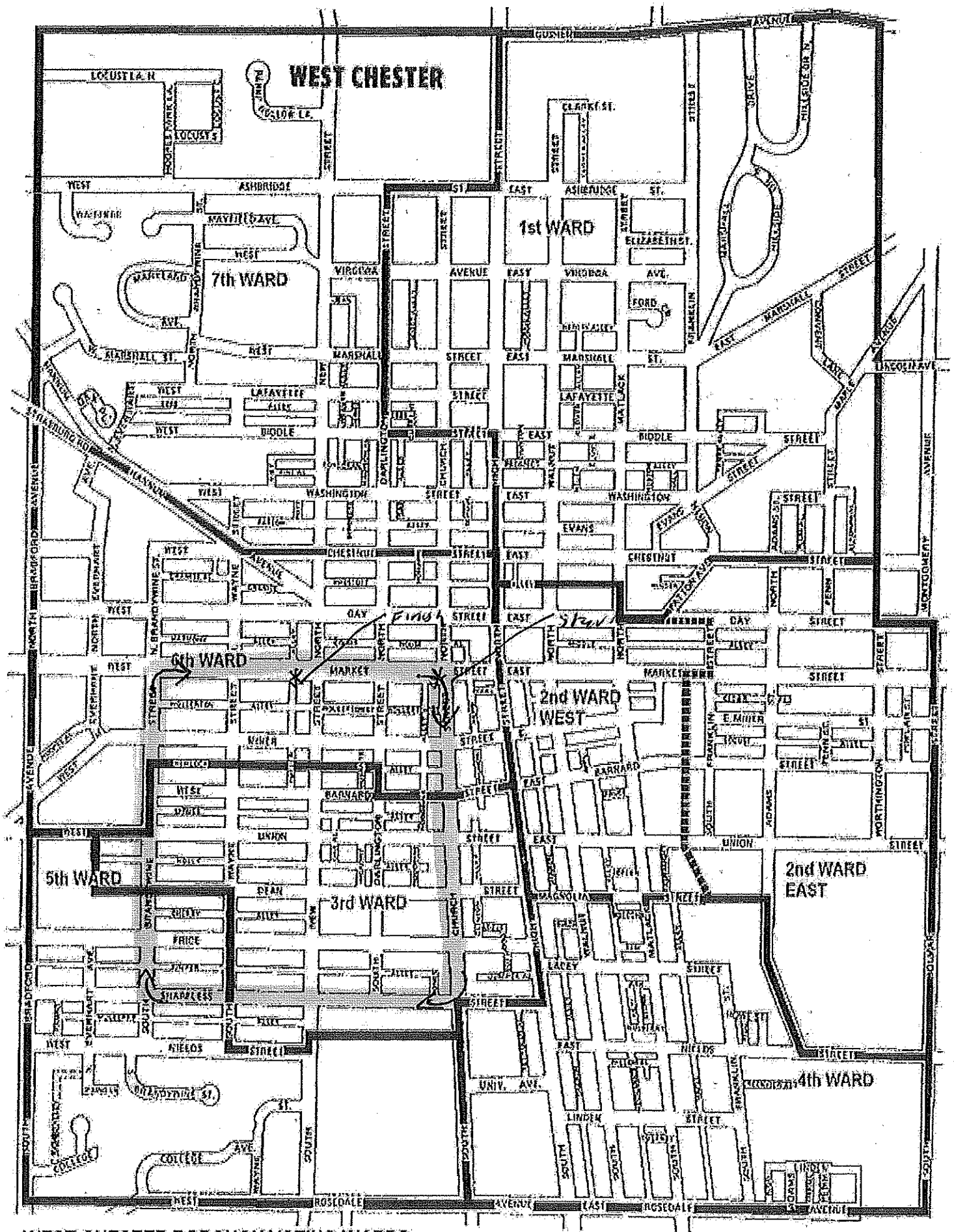
_____

Borough Council Approval: _____ Date: _____

Event info cont'd

Signature of applicant: x _____ Date: 6/10/16

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.



WEST CHESTER BOROUGH VOTING WARDS

Entity# : 6275406
Date Filed : 08/07/2015
Pedro A. Cortés
Secretary of the Commonwealth

PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS

☑ **Return document by mail to:**
David Smucker
Name
838 West Miner Street
Address
West Chester PA 19382
City State Zip Code

☑ **Return document by email to:** dsmucker@xcudo.com

Articles of Incorporation-Nonprofit

DSCB:15-5306/7102

TML150818JD2245

Read all instructions prior to completing. This form may be submitted online at https://www.corporations.pa.gov/.

Fee: $125

Check one: ☑ Domestic Nonprofit Corporation (§ 5306) ☐ Nonprofit Cooperative Corporation (§ 7102)

In compliance with the requirements of the applicable provisions (relating to articles of incorporation or cooperative corporations generally), the undersigned, desiring to incorporate a nonprofit/nonprofit cooperative corporation, hereby state(s) that:

1. The name of the corporation is:
Henderson Cross Country and Track Boosters

2. *Complete part (a) or (b) – not both:*

(a) The address of this corporation's current registered office in this Commonwealth is: *(post office box alone is not acceptable)*

400 Montgomery Ave, c/o Kevin Kelly	West Chester	PA	19380	Chester
Number and Street	City	State	Zip	County

(b) The name of this corporation's commercial registered office provider and the county of venue is:

c/o:
Name of Commercial Registered Office Provider County

3. The corporation is incorporated under the Nonprofit Corporation Law of 1988 for the following purpose or purposes.
To support and promote local cross country and track athletes in the West Chester PA area.

4. The corporation does not contemplate pecuniary gain or profit, incidental or otherwise.

5. *Check and complete one:* ☑ The corporation is organized on a nonstock basis.
☐ The corporation is organized on a stock share basis and the aggregate number of shares authorized is _____.

PA DEPT. OF STATE
AUG 07 2015

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

10072

TD Bank, NA
3-180/360

Henderson Cross Country and Track Boosters
838 West Miner Street
West Chester, PA 19382

6/7/2016

PAY TO THE ORDER OF Borough of West Chester

$ **250.00

Two Hundred Fifty and 00/100********** DOLLARS

Borough of West Chester

VOID VOID VOID

AUTHORIZED SIGNATURE

MEMO Turkey Burner 5K Permit

SECURITY FEATURES INCLUDED. DETAILS ON BACK

⑈010072⑈ ⑆036001808⑆ 4320730587⑈

9/11 Run for Heros Sept 11, 2016 2:00 pm

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
FEB 5 2016

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address 4/12
- [N/A] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [N/A] 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 will need WCPD Support
  - Provide description
- [x] Applicant Certificate of Insurance Confirmed ins. / waiting on actual COI
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Application fee (cash, check, or money order)
  - Application fee is NON REFUNDABLE
- [N/A] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [N/A] 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. Travis Manion Foundation - 9/11 Heroes Run

Date applications was submitted to the Borough _____

Main Contact Name Maureen Malloy

Cell phone 610-220-6380

Home phone 484-999-8059

email motmalloy@comcast.net

Main Contact address 1015 Marlin Drive West Chester 19382

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 9/11 Heroes Run - West Chester

Date/s of event and times Sunday, September 11 2:00 pm

Set up and breakdown times for event 1:00pm - 4:00 pm

Description of event (use separate sheet of paper if needed)
The 9/11 Heroes Run benefits the Travis Manion Foundation, and the West Chester Fire Department. This event brings communities together throughout the country to honor the events of September 11th.

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 - the in town 5K loop

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? 600

Total number of workers/volunteers/marshals for event? 100

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 Maureen Malloy Date: 11/10/16

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
FEB 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: _____

Application Denied/Reason: YES NO

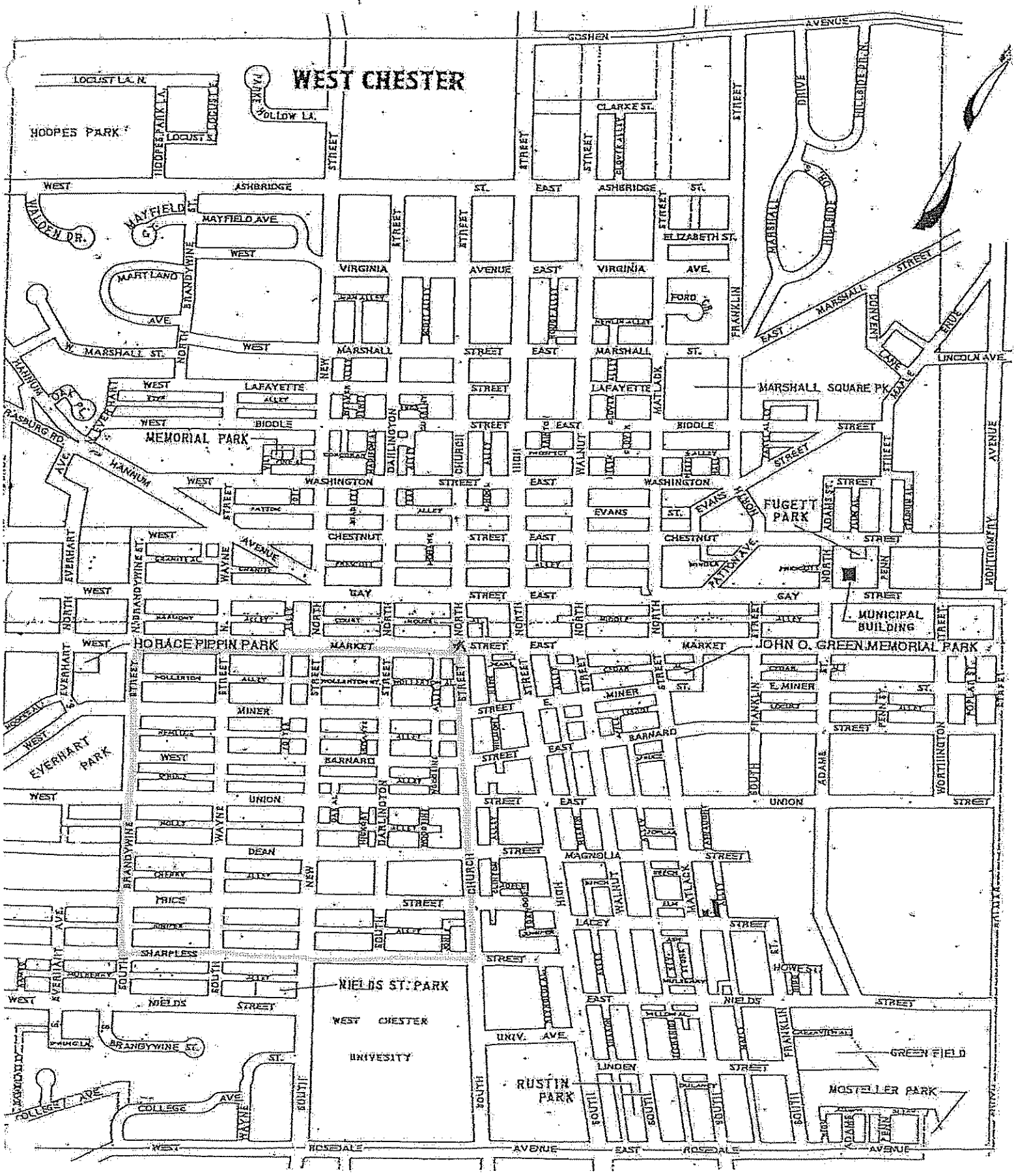
_____

_____

_____

Borough Council Approval: _____ Date: _____

In town 5K Loop



Road Runners Club of America
We Run the Nation • Founded in 1958

ROAD RUNNERS CLUB OF AMERICA

WE RUN THE NATION : GROWING THE SPORT OF RUNNING SINCE 1958

Thank you for submitting your RRCA membership application, which has been automatically received by our organization. Please review the following information closely; it includes additional requirements for completing your membership application for the year.

Please print a copy of this confirmation for your records.

Payment: If you paid your RRCA membership with a credit card, we thank you for your payment. If paying by check, please print the itemized invoice below, and mail your check to Road Runners Club of America, 1501 Lee Highway, Suite 140, Arlington, VA 22209

Membership and insurance coverage will not begin until the RRCA receives full payment for dues and insurance.

List your events on the RRCA Calendar: Your membership is not complete until you add your events for the year to the RRCA Calendar at **www.rrca.org/calendar/find-event/ (http://www.rrca.org/calendar/find-event/)** . This serves as an internal record of the events hosted by your organization for insurance purposes and as an external marketing resource for your organization. Skipping this step could result in an event not being covered by the insurance program should a claim arise. New events owned by running clubs and event management companies can be added throughout the year. Posting club-hosted training runs and social activities on the RRCA Calendar is optional.

Submit your running club roster: Running Club members must upload a club roster in Excel format as part of the membership process. Find instructions about submitting your roster at **http://www.rrca.org/membership/join-renew/rosters/ (http://www.rrca.org/membership/join-renew/rosters/)** .

By submitting this information you have attested, as the duly authorized representative of your running/ event club, that you have reviewed the insurance section of the RRCA website and understand the terms and conditions of the RRCA insurance policy. You also attest that you understand that there are certain activities that may not be covered by the policy. Recognizing that runner safety is the paramount

concern of the RRCA and its member running/event clubs, failure to adhere to safety guidelines may result in revocation or non-renewal of membership. The RRCA reserves the right to review all membership submissions for accuracy and to address any incorrect membership applications.

Click here (http://www.rrca.org//www.rrca.org/users_only/InvoiceFormPublic/view?id=8CED500000143) to view/print your itemized invoice.

Confirmation of Details:

9/11 Heroes Run - West Chester
Event Member
Renewal 2016

Invoice #20125
Total Amount: $1,217.92

Payment Method: Check

Official RRCA Sponsors

Learn how to become a sponsor

West Chester Fire Department

401 East Gay Street, West Chester, PA 19380
610-696-2700

First West Chester Fire Co.
Good Will Fire Co. No. 2
Fame Fire Co. No. 3

April 5, 2016

TO: West Chester Boro Council
Borough of West Chester

FR: Mike McDonald
West Chester Fire Chief

RE: 2016 Manion Heroes Run

President and Members of Council,

The Manion Foundation has submitted a permit application for the Heroes Run for September 11, 2016. The funds raised for this event will go directly to the West Chester Fire Department. I would like to request that all fees required for the permit application be waived. The WCFD will also use our personnel and Fire Police to manage the flow of pedestrian and auto traffic.

Thank you for your consideration and your continued support to the West Chester Fire Department. Any questions feel free to contact me.

Respectfully,

Mike McDonald
Fire Chief

WC Stomps Cancer 5K 9/30/16
5pm - 8pm

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
MAR 10 2016

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address
- [N/A] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [N/A] 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 will need WCPD Support
  - 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) ✓ # 6026 $250.00
  - Application fee is NON REFUNDABLE
- [N/A] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [N/A] 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. Bringing Hope Home

Date applications was submitted to the Borough 2/24/2016

Main Contact Name Lauren Rubenstein

Cell phone 484-678-8797

Home phone

email laurenrubenstein@bringinghopehome.org

Main Contact address 940 W. Valley Rd Ste 1602 Wayne, PA 19087

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

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

Event Information

Name of event West Chester Stomps Cancer 5K/Walk

Date/s of event and times 9/30/16 - 6:30PM

Set up and breakdown times for event 6:15 - 7:30 PM

Description of event (use separate sheet of paper if needed)
This event helps raise funds for people the families of people with cancer. More details at bringinghopehome.org.

Event info cont'd

Type of Event: Walk/Run (X) Parade ( ) Block Party ( ) Festival ( )

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

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

Address - Southwest Corridor Course - Church & Market to Sharpless to Brandywine to Market 2 x.

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? 1000

Total number of workers/volunteers/marshals for event? 80

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.) NA

- 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:** 2/17/16

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
MAR 10 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: _____

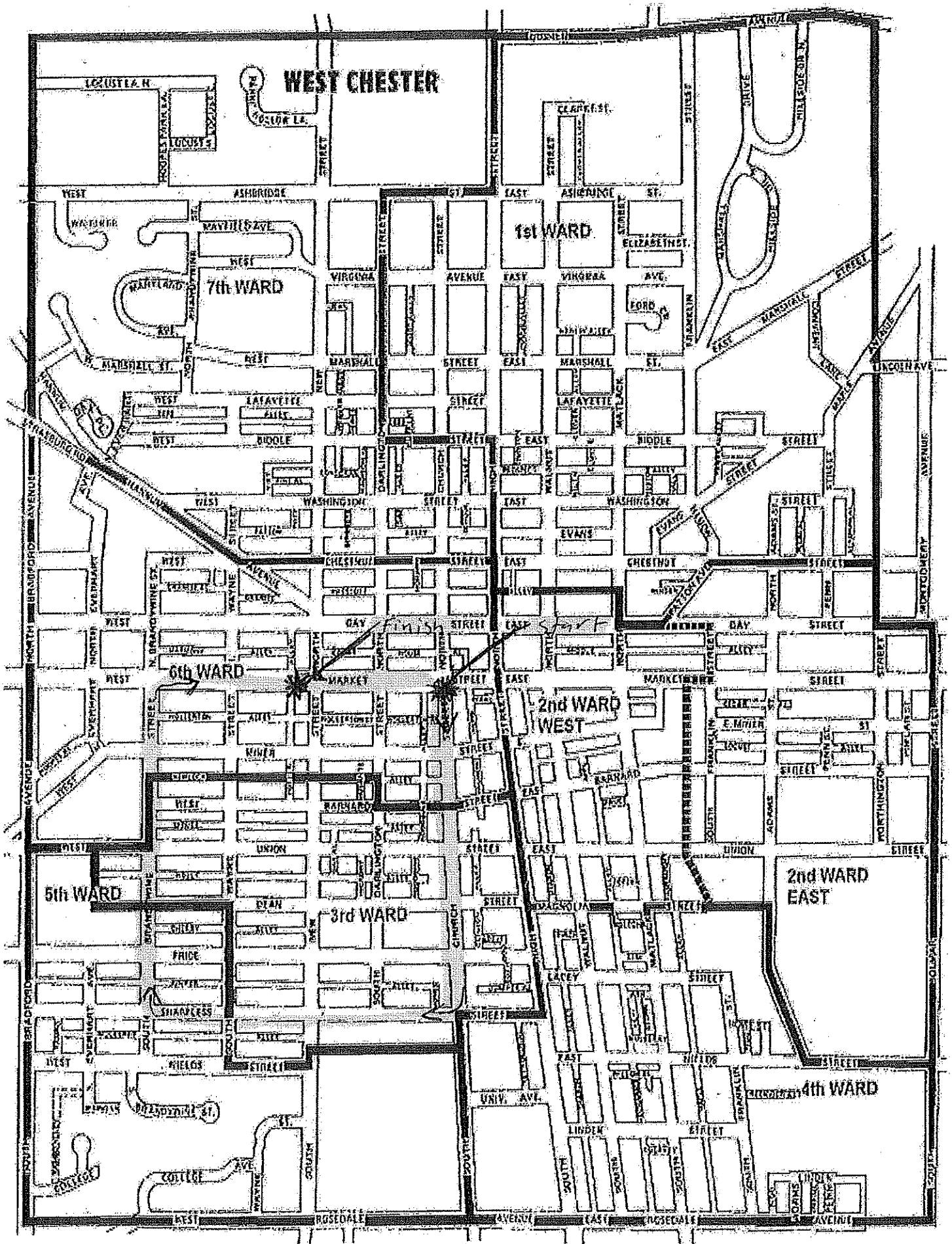
Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____



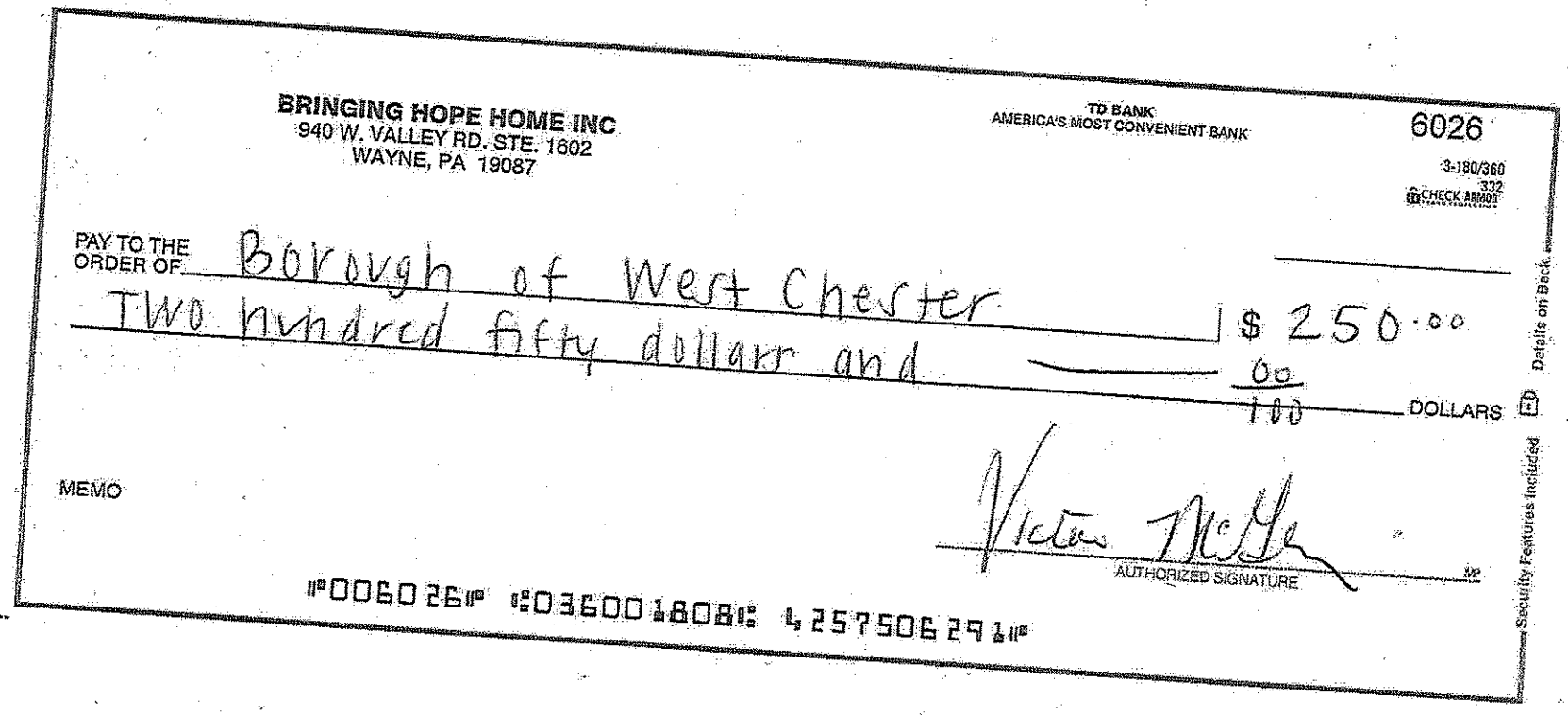
WEST CHESTER BOROUGH VOTING WARDS

Lauren Rubenstein
Director of Events & Marketing

940 W Valley Rd.
Suite 1602
Wayne, PA 19087

P 484-580-8395 x102
F 484-580-8595

LaurenRubenstein@BringingHopeHome.org



BRINGING HOPE HOME INC
940 W. VALLEY RD. STE. 1602
WAYNE, PA 19087

TD BANK
AMERICA'S MOST CONVENIENT BANK

6026

3-180/360
332

PAY TO THE ORDER OF Borough of West Chester

$ 250.00

Two hundred fifty dollar and 00/100 DOLLARS

MEMO

Victor McGee
AUTHORIZED SIGNATURE

⑈006026⑈ ⑆036001808⑆ 4257506291⑈

Details on Back.

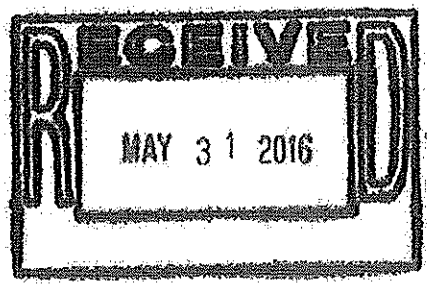
Security Features Included

Unite for Her 5k
9/24/16 8-10a

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version



- [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 WCPD
  - Provide description
- [x] 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) ✓# 4187 $250.00
  - 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. Unite For Her

Date applications was submitted to the Borough 5/31/16

Main Contact Name: Cameron Cotrufello

Cell phone: 484 467 0108

Home phone: —

email: CCotrufello@uniteforher.org

Main Contact address: PO Box 351, Pocopson PA 19366

Day of Event Contact and Cell Phone (if different from above): Sara Sue Weldon 610.322.9552

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

Event Information

Name of event: Unite For Her 5K

Date/s of event and times: 9/24/16 - 9:00 AM - 10:00 AM

Set up and breakdown times for event:

Description of event (use separate sheet of paper if needed): 5K Run/Walk for nonprofit breast cancer foundation

Event info cont'd

Type of Event: Walk/Run [X] Parade [ ] Block Party [ ] Festival [ ]

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

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

Address - Start – Church + Market Sts. – Finish – Mitch's.

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? 800

Total number of workers/volunteers/marshals for event? 40

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.

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.

BELOW FOR OFFICE USE ONLY

RECEIVED
JUL - 5 2016

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: _____

Application Denied/Reason: YES NO

_____

_____

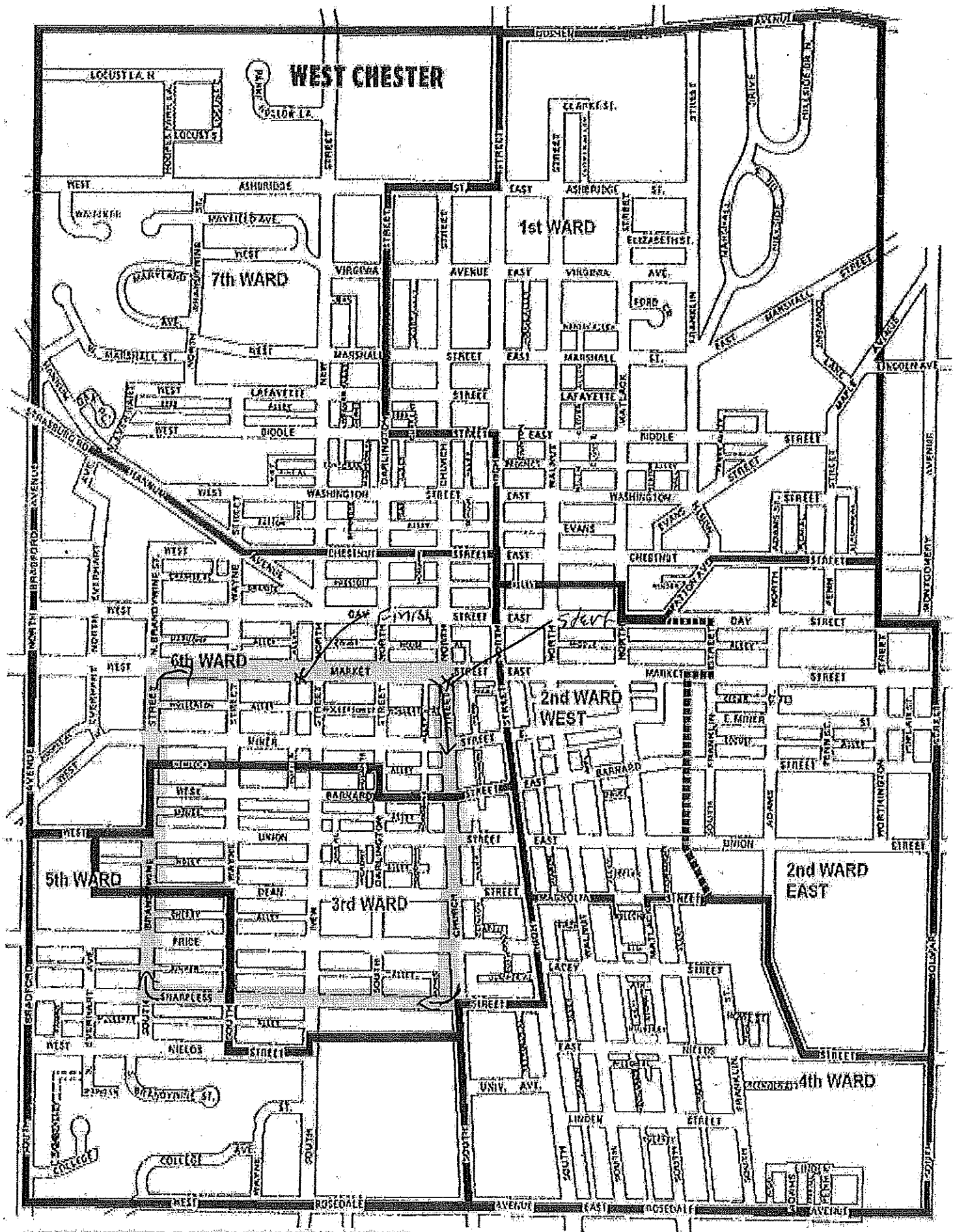
_____

Borough Council Approval: _____ Date: _____

Event info cont'd

Signature of applicant: x Gary Cornell Date: 5/31/16

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.



WEST CHESTER BOROUGH VOTING WARDS

Erie Insurance

CERTIFICATE OF INSURANCE

— THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY —

DATE ISSUED (MM/DD/YY): 6/1/16

Home Office • 100 Erie Insurance Place • Erie, Pennsylvania 16530 • 814.870.2000
Toll free 1.800.458.0811 • Fax 814.870.3126 • www.erieinsurance.com

NAME AND ADDRESS OF AGENCY: TURNER INSURANCE AGENCY INC
240 S MAIN ST
HARRISVILLE, PA 16038-1708

(724)735-2004

AGENT'S NO.: AA3118

COMPANY(IES) AFFORDING COVERAGE
Co.: C ERIE INSURANCE COMPANY
Co.: D ERIE INSURANCE PROPERTY & CASUALTY COMPANY
Co.: E ERIE INSURANCE EXCHANGE
Erie Indemnity Co., Attorney-In-Fact (Not Applicable in NY)
Co.: F ERIE INSURANCE COMPANY OF NEW YORK
Co.: G FLAGSHIP CITY INSURANCE COMPANY

NAME AND ADDRESS OF NAMED INSURED

UNITE FOR HER
PO BOX 351
POCOPSON, PA 19366

This certificate is issued for information purposes only and confers no rights on the certificate holder. It does not affirmatively or negatively amend, extend, or otherwise alter the terms, exclusions and conditions of insurance coverage contained in the policy(ies) indicated below. The terms and conditions of the policy(ies) govern the insurance coverage as applied to any given situation. Limits shown may have been reduced by claims paid. This certificate of insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer and the certificate holder.

This is to certify that policies, as indicated by the Policy Number below, are in force for the Named Insured at the time that the Certificate is being issued.

CO Ltr	Add'l Ins'd	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
E	X	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE X OCCUR ☐ _____ ☐ _____ GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY ☐ PROJECT ☐ LOC	Q43 3050677	7/30/15	7/30/16	EACH OCCURRENCE FIRE DAMAGE (Any One Fire) MED EXP (Any One Person) PERSONAL & ADV. INJURY GENERAL AGGREGATE PRODUCTS-COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
E	☐	AUTOMOBILE LIABILITY ☐ "ANY AUTO" (OWNED, HIRED, NON-OWNED) ☐ OWNED X HIRED X NON-OWNED ☐ GARAGE	Q43 3050677	7/30/15	7/30/16	BODILY INJURY (EACH PERSON) BODILY INJURY (EACH ACCIDENT) PROPERTY DAMAGE BODILY INJURY AND PROPERTY DAMAGE COMBINED	$ 1,000,000 $ 1,000,000 $ 1,000,000 $
E	☐	EXCESS LIABILITY X OCCURRENCE ☐ RETENTION $	Q31 3070176	7/30/15	7/30/16	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ $
E		WORKERS COMPENSATION & EMPLOYERS LIABILITY	Q91 0104000	7/1/15	7/1/16	STATUTORY BODILY INJURY BY ACCIDENT BODILY INJURY BY DISEASE BODILY INJURY BY DISEASE	$ 100,000 EACH ACCIDENT $ 500,000 POLICY LIMIT $ 100,000 EACH EMPLOYEE
		OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

THE FOLLOWING ARE LISTED AS ADDITIONAL INSURED: BOROUGH OF WEST CHESTER, WELLS FARGO BANK N.A., 15-17 N. HIGH ASSOCIATES, L.P., J LOEW PROPERTY MANAGEMENT, INC., MEDPARK CORPORATION

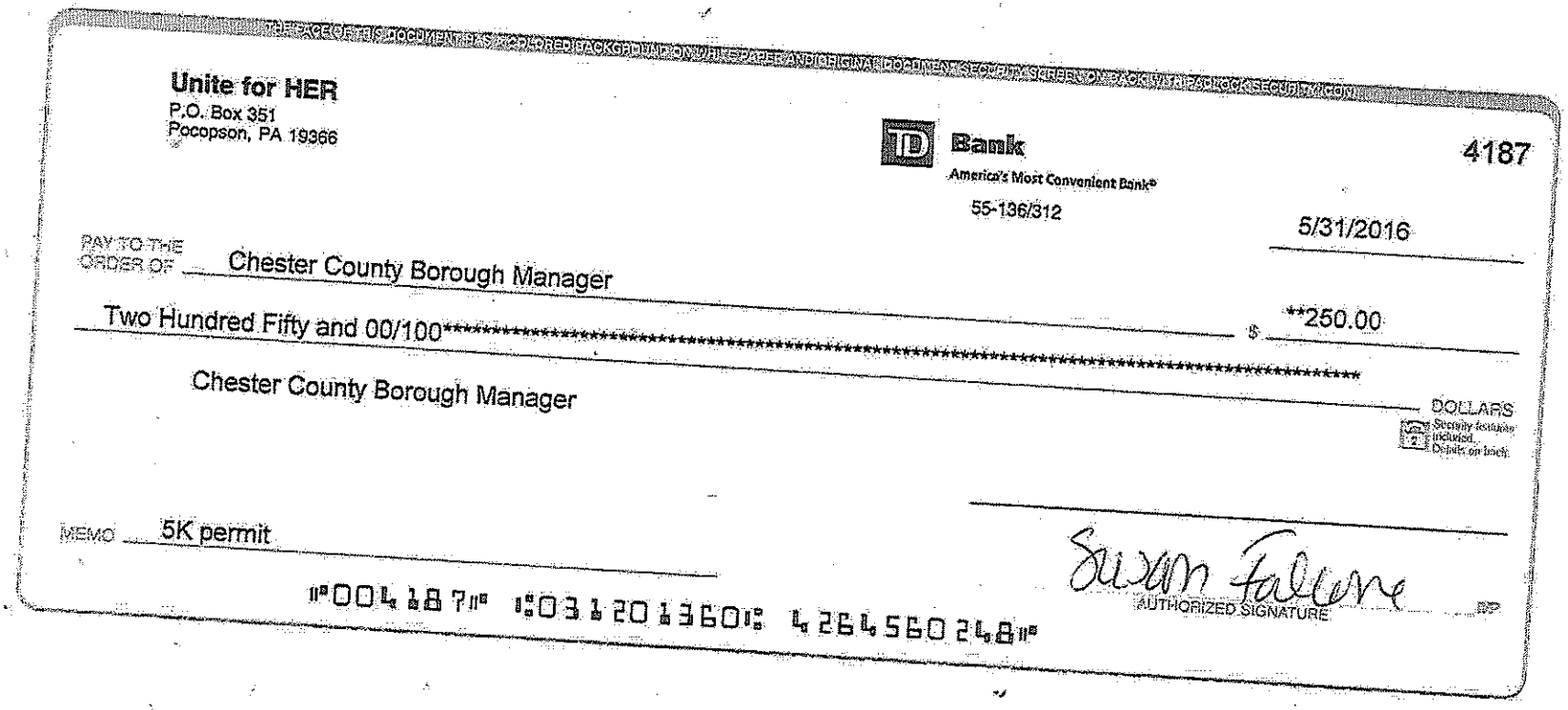
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

NAME AND ADDRESS OF CERTIFICATE HOLDER
BOROUGH OF WEST CHESTER
401 EASE GAY ST 1
WEST CHESTER, PA 19380

AUTHORIZED REPRESENTATIVE

EIG6230 8/11



Unite for HER
P.O. Box 351
Pocopson, PA 19366

TD Bank
America's Most Convenient Bank®
55-136/312

4187

5/31/2016

PAY TO THE ORDER OF Chester County Borough Manager

Two Hundred Fifty and 00/100********** $ **250.00

Chester County Borough Manager

DOLLARS

MEMO 5K permit

Susan Falcone
AUTHORIZED SIGNATURE

⑈004187⑈ ⑆031201360⑆ 4264560248⑈

BOROUGH OF WEST CHESTER
DEPARTMENT OF PUBLIC WORKS

Department Maintenance Responsibilities

- 28 Miles of Local Roads
- 5 Miles of State Highways
- 8 Miles of Alleys
- 1000 Storm Water Inlets
- 160 Storm Water Manholes
- 56 Storm Water Outfalls
- 22 Miles of Storm Water Mains
- 50 Miles of Sanitary Sewer Main
- 783 Sanitary Sewer Manholes
- 13 Parks and Playgrounds equaling 42.3 Acres
- 7 Municipal Surface Parking Lots
- 2 Public Parking Garages
- 3 University-Leased Parking Garages
- 3 Borough-Owned Buildings.
- Approximately 150 Vehicles and Equipment
- Approximately 1000 LED Street Lights
- 29 Traffic Signal Controlled Intersections

Department Employees

- 33 Employees in total
- 8 Staff
- 25 Unionized Employees

Some things we Contract out & Managed includes: Pavement resurfacing and reconstruction, major pipeline construction, grass mowing and selected herbicide application, major building repairs and system maintenance like HVAC, elevators etc., Street light maintenance, traffic signal maintenance, long line striping, major fleet maintenance and many emergency repairs and other projects too large in scope or beyond our technical expertise.

PUBLIC WORKS DEPARTMENT FULLTIME MANPOWER ALLOTMENT

2015-2016

There are 33 fulltime permanent employees. This include **25 crew members** and 8 non-union staff. All daily recurring duties along with all routine maintenance and emergency response tasks are undertaken by the **25 crew members with a forty hour work week per employee.**

- FORTY HOUR WORK WEEK FOR 25 EMPLOYEES EQUATES TO **52,000** AVAILABLE WORK HOURS FOR ALL PWD OPERATIONS

- THUS TOTAL AVAILABLE WORK HOURS PER WEEK=**1000**

Time-off/Hours utilized by 25 employees throughout the year are as follows:

- VACATION =3,360
- PERSONAL =1,548
- COMP TIME =1,090
- HOLIDAY TIME =2,250
- BIRTHDAY = 250
- SICK TIME =2,575
- INJURY TIME =3,810
- OTHER LEAVE = 60
- TRAINING & EDUCATION = 200

Total Hours =15,143

THIS AMOUNTED TO 291.21 HOURS OF TIME-OFF PER WEEK ON THE AVERAGE.

- **THUS EFFECTIVE AVAILABLE MANPOWER PER/WEEK FOR 25 EMPLOYEES: (1000 -291.2) = 708.79 HOURS**

Daily recurring duties are as follows:

	WEEKLY HOURS
1. TRASH AND RECYCLING COLLECTION	
(a) Daily Trash Collections (3 Employees)	149
(b) Litter Basket Collections (1 Employee)	51
(c) Miscellaneous Trash Collections	15
(d) Daily Recycling Collection (2 Employees)	80
(e) Yard Waste Collection	29
2. STREET SWEEPING (1 Employee)	50
3. FLEET AND EQUIPMENT MAINTENANCE (3 Employees)	120
4. JANITORIAL FOR MUNICIPAL BLDG. (2 Employees)	80

Total Hours=	574

Net available manpower/hours per week remaining:

(708.79-574)**=134.79 Hours**

Basic Core Routine Maintenance per week:

5. STORM AND SANITARY SEWER MAINTENACE (4 Employees)	160
6. STREET AND ALLEY MAINTENANCE (5 Employees)	200
7. BUILDINGS, PARKS, PLAYGROUND AND ALL MISCELLANIOUS TASKS (4 Employees)	160

Total Hours=	520

Net available manpower/hours per week remaining:

(134.79-520)= **- 385.21 Hours**

THIS -385.21 HOURS PER/WK DEFICIT IN MANPOWER/HOURS AT A FORTY HOUR WORK WEEK PER EMPLOYEE SUGGEST PWD NEEDS, MINIMUM OF AN ADDITIONAL NINE (9) EMPLOYEES IN ORDER TO UNDERTAKE ITS DAILY "BASIC" TASK.

The list 1-6 below represents year round tasks which are placed within the charge of the Public Works Department that must be completed to meet PWD's "minimum goal and objective" for 2016 and beyond:

1. **STREET AND ALLEY MAINTENANCE:**
   - Street Signs Installation and Maintenance
   - Leaf Collection
   - Routine Pavement Repairs
   - Parking Enforcement Signs Installation and Maintenance
   - Crack Sealing
   - Sinkhole Repairs
   - Street Line Painting
   - Curb Painting
   - Graffiti Removal
   - Snow and Ice Removal
   - Trash/Litter Receptacle Maintenance
   - Miscellaneous Weed Control
   - Routine/Emergency Tree, brush and Shrub work
   - Miscellaneous Curb Repairs
   - Miscellaneous Street Lights Maintenance
   - Miscellaneous Traffic Signal Maintenance
   - PA ONE CALL Emergency/Routine Response

A. ROAD SEVERITY DISTRESS SURVEY/RANKING (New Initiative)

2. **STORM SEWER MAINTENANCE:**
   - Clean, maintain and repair all storm water inlets, connector pipes, mains, manholes
   - Monitoring of Outfall Structures and Streams
   - Televise Storm Water Main

A. STORM WATER MANAGEMENT
(New Initiative to meet DEP's MS4/TMDL Regulations and improve maintenance to the Borough aged Storm Sewer Facilities)

3. **SANITARY SEWER MAINTENANCE:**
   - Clean, maintain and repair all mains
   - Maintain all manholes
   - Emergency repairs/sinkholes etc.
   - Emergency overflow response
   - Televise Sewer Main
   - Degrease Sanitary Sewer Main
   - Root Control of Sewer Main

A. INFLOW/INFILTRATION (I&I) ABATEMENT (New Initiative to improve maintenance Borough aged Sanitary Sewer Facilities)

4. **BOROUGH BUILDINGS MAINTENANCE**
   - Municipal Building
   - Public Library
   - Public Works Building

Maintenance to buildings include but not limited to the following:

- Snow and ice removal
- Painting and minor building
- Plumbing and electrical repairs
- Pruning trees and shrubs
- Painting and striping of parking lot
- Consistent miscellaneous support to all departments

5. **BOROUGH PARKS AND PLAYGROUND MAINTENANCE**

This includes but not limited to the following: Maintain and repair all pavilions, restroom, activity and storage buildings, repair, maintain and install playground equipment, fall zone, tables, benches, grilles; collect leaves; ground maintenance and repairs; landscaping, pavements, athletic fields and basketball courts and snow removal

Parks and Playgrounds are as follows:

- Fuget
- Barclay
- Marshall Square
- Hoopes
- Horace Pippin
- Everhart
- Kathy McBrathnie
- John O. Greene (North)
- John O. Greene (South)
- Bayard Rustin
- Greenfield
- Mosteller

6. PARKING LOTS/METER AND GARAGES MAINTENANCE

This includes but not limited to the following:

- Maintain pavements
- Landscaping
- Cleaning
- Line striping
- Minor interior garage repairs
- Meter and post installation
- Enforcement Signs installation and maintenance
- Light repairs and maintenance
- Sweeping and debris removal

The following breakdown reflects weekly hours that were dedicated to each of the above listed task 1-6 prior to the loss of employees:

1. Street and Alley =189 hours per/week
2. Storm Water System = 23 hours per/week
3. Sanitary Sewer System = 37.26 hours per/week
4. Borough Building = 48.76 hours per/week
5. Borough Parks = 43.35 hours per/week

TOTAL = 341.37 or 8.5 Employee per/week

This **prior** total of 341.37 per week or **(8.5 employees)** reflects an average of 68.27 hours per week on each of the five listed task. In contrast, the current available 139 hours per week or **(3.4 employees)** left to undertake all the above listed task.

This amounts to a weekly average of 27.8 hours per task which is the equivalent of 0.69 employee per week for each of the five task listed above.

Michael Taggart

From: Bruce <bruceb@timothyoffheating.com>
Sent: Thursday, June 23, 2016 2:31 PM
To: Michael Taggart
Subject: RE: West Chester Borough HVAC RFP

Hi Mike,

Thank you so much for including us in the bid process for the Borough. After much discussion, Tim and I have determined that we are not qualified to work on all of the Niagara controls that come with these systems. We are slightly familiar with them, but not to the level that would be required to properly maintain these controls and systems. Thanks Again and keep me posted with anything else that you feel we could help you out with.

Regards,

Bruce Berry

Sales Manager

Timothy Off Heating & Air Conditioning, Inc.

835 Lincoln Ave A 1

West Chester, PA 19380

Phone 610. 701. 9020

Fax 610. 701. 9030

From: Michael Taggart [mailto:mtaggart@west-chester.com]
Sent: Tuesday, June 14, 2016 12:21 PM
To: Bruce
Subject: West Chester Borough HVAC RFP

Bruce

Attached is our request for proposals for the HVAC preventative maintenance contract. If you have any questions, let me know.

Thanks.

Mike

Ba Hano

Borough of West Chester HVAC Maintenance Proposal Sheet

Yearly HVAC Preventative Maintenance Cost

1. Public Library Building
   515 North Church Street — $ 1,680.00

2. Public Works Department Building
   205 Lacey Street — $ 2,100.00

3. Municipal Building
   401 East Gay Street — $ 3,360.00

4. Total Yearly HVAC Preventative Maintenance Cost — $ 7,140.00

Brandywine Valley

Borough of West Chester HVAC Maintenance Proposal Sheet

Yearly HVAC Preventative Maintenance Cost

1. Public Library Building
   515 North Church Street — $ 1,750.00
2. Public Works Department Building
   205 Lacey Street — $ 1,720.00
3. Municipal Building
   401 East Gay Street — $ 4,500.00
4. Total Yearly HVAC Preventative Maintenance Cost — $ 7,970.00

BE
6-22-16

pennsylvania
DEPARTMENT OF ENVIRONMENTAL PROTECTION

BUREAU OF WASTE MANAGEMENT

June 17, 2016

WEST CHESTER BOROUGH
Ms. Meghan Fogarty
Solid Waste and Recycling Coordinator
401 East Gay Street
West Chester, PA 19380

Re: The WEST CHESTER BOROUGH Recycling Program
902-007-2016

Dear Ms. Fogarty:

The Department of Environmental Protection (Department) is pleased to announce the approval of an Act 101, Section 902 Recycling Development and Implementation Grant for WEST CHESTER BOROUGH in the amount of $250,000.00. The grant is subject to the following conditions:

1. If your municipality will **not accept** this award, please notify us in writing within 30 days from the date of this letter.

2. I have enclosed a draft copy of the grant agreement and two copies of the signature page. Failure to sign and return the agreement and the additional signature pages within **six months** from the date of this letter could result in a withdrawal of the grant offering. Only under extreme circumstances will the Department grant more time to execute this agreement, but by statute any grant offering not secured by a formal agreement within one year of the offering date will lapse automatically. To obtain the grant after this offering has lapsed, you must submit a new application in a subsequent funding round.

3. Please review the enclosed draft agreement, paying particular attention to Page 5 (D. I. Fiscal Summary and D. II. Project Schedule) and Page 10 (Attachment C--Scope of Work Narrative). Then either:

   - Sign the draft copy of the grant agreement and **each of the two copies** of the final signature page, returning them to Mark Vottero, Municipal Recycling Grants Coordinator, at the address below.

OR

- If you want changes made to the grant agreement, specify the changes in a letter directed to Mr. Robert France, Southeast Regional Office, DEP Bureau of Waste Management, 2 East Main Street, Norristown PA 19401, (484) 250-5960.

  We will return a copy of the grant agreement to you immediately upon its full execution. The processing time for a grant agreement is approximately eight weeks.

4. The Department provides grant funds on a **reimbursement** basis. We will forward reimbursement forms to you along with the fully executed grant agreement.

Please be aware that any expenditures you may make prior to the fully executed grant agreement would be at your own risk.

Thank you for your efforts and your commitment to recycling. If you have any questions about the grant awards, please feel free to contact me. For more information about DEP's recycling program, please visit our website at www.depweb.state.pa.us .

Sincerely,

Todd A. Pejack
Chief
Municipal Recycling Implementation Section

Enclosures

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

Attest
(Corporate Seal)

WEST CHESTER BOROUGH

By: _____
Title: Mayor

_____
Title: Secretary

By: _____
Title: President, Borough Council

23-6002957
Federal Identification Number or
Social Security Number

Attest

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____

By: _____
KENNETH R. REISINGER
DEPUTY SECRETARY FOR
WASTE, AIR, RADIATION AND REMEDIATION

Approved as to Legality and Form

Pre-Approved (7C-FA-26.0)
Office of General Counsel

Pre-Approved (7C-FA-26.0)
Office of Attorney General

Vendor ID# 139020

SAP # _____

_____
Department of Environmental Protection
Chief/Assistant Counsel

I approve this contract and hereby certify
that funds in the amount of $250,000.00
are available under Appropriation:

2016 2009400000 6600400 3522509000 35250000___ = $ _____
2017 2009400000 6600400 3522509000 35250000___ = $ _____
2018 2009400000 6600400 3522509000 35250000___ = $ _____

_____
Date

By:_____
Comptroller

_____
Date of Encumbrance

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

Attest
(Corporate Seal)

WEST CHESTER BOROUGH

By: _____
Title: Mayor

_____
Title: Secretary

By: _____
Title: President, Borough Council

23-6002957
Federal Identification Number or
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Attest

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DEPARTMENT OF ENVIRONMENTAL PROTECTION

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By: _____
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_____
Date

By:_____
Comptroller

_____
Date of Encumbrance

MUNICIPAL RECYCLING PROGRAM GRANT

AGREEMENT BETWEEN
THE DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
WEST CHESTER BOROUGH

A. INTRODUCTION

THIS AGREEMENT executed this 17th day of June, 2016, by and between the Pennsylvania Department of Environmental Protection, hereinafter referred to as "Department" and WEST CHESTER BOROUGH, located at 401 East Gay Street, West Chester, PA 19380, Chester County, hereinafter referred to as "Grantee."

WITNESSETH

WHEREAS, Section 902 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, provides for the issuance of grants to municipalities in support of municipal recycling program activities, and

WHEREAS, the Department has received a grant application for a municipal recycling program from the Grantee, and

WHEREAS, the Department has approved such application.

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

B. STANDARD PROVISIONS

I. **Scope of Services:** The Grantee shall perform those project tasks provided in Section D "Scope of Work."

II. **Funding and Match:** The Department shall reimburse the Grantee for 90% of all eligible expenditures incurred on and after August 28, 1988, and not later than the project completion date set forth in Item B.X hereof, in the performance of the Scope of Work as provided in Section D of this Agreement, not to exceed a total maximum reimbursement of $250,000.00. The Grantee hereby agrees to provide a 10% share of the total costs of this project in the form of cash expenditures or as otherwise noted in Section D.

III. **Records Maintenance and Retention:** Grantee shall maintain accurate fiscal and accounting reports and records including documentation of matching costs charged, expenditures incurred, and Department funds received in the completion of the contract work and shall permit the Department to audit, inspect, and review all such reports and records. Records must include, but not necessarily be limited to, the following:

III-1 **Cumulative Summary of Incurred Costs**

a. Purchased material or services document.

b. Matching costs (documented for source and charges).

III-2 **Retention of Records**

a. The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.

III-3 **Accounting Records**

a. The Grantee agrees to comply with Office of Management and Budget circular (OMB) A-102 entitled: Uniform Administrative Requirements for Grants-in-Aid to States and Local Governments.

IV. **Disbursements:** Disbursement requests shall be submitted in duplicate (2), on forms provided by the Department to: DEP Bureau of Waste Management, P.O. Box 8472 Harrisburg, PA 17105-8472. Payment of such disbursement requests shall be predicated on evidence of eligible expenditures incurred, attainment of required match, and the timely completion of the Scope of Work as provided in Section D. Disbursement will be predicated on the rate of completion of the overall Scope of Work. Final disbursement requests must be submitted within two (2) months after the termination date as set forth in Item B.X. hereof.

V. **Audit Record:**

a) The Grantee shall provide the Department with an independent performance audit including compliance with contract terms pertaining to work performed under this Agreement. The auditor shall have access to the records of the Grantee and/or consultant or subcontractors for purposes of performing the audit. The audit report original and one copy shall be submitted by the Grantee to the Department's Bureau of Waste Management within six (6) months after all reimbursable work under this Agreement has been completed. Failure of the Grantee to complete this audit in accordance with the requirements herein stated, and to submit this audit by the indicated deadline shall, as a minimum, entitle the Department, in its sole discretion, to disqualify the Grantee from consideration for any future grant offerings from the Department's Bureau of Waste Management and shall further constitute grounds for Department termination of any such grant agreements that may be in effect on the date of such deadline. No funds under this Agreement shall be utilized in the fulfillment of this audit requirement. The Commonwealth reserves the right for the Department or their authorized representatives to perform additional audit work, if deemed necessary.

b) This agreement/contract/award is subject to audit by Federal and State agencies or their authorized representatives. The audit shall be conducted in accordance with the Government Auditing Standards, as amended, issued by the Comptroller General of the United States as they relate to financial audits.

VI. **Reports:** Each disbursement request and copies thereof, submitted pursuant to Item IV above, shall be accompanied by a Progress Report summarizing the work completed to date on each task in Section D Scope of Work. Two (2) copies of the Final Project Report shall be submitted to the appropriate Regional Office within two (2) months after the Termination Date as set forth in Item B.X. hereof.

VII. **Department Monitoring and Agreement Termination:** The Department shall monitor this Agreement and shall have the authority to terminate its existence when in its sole discretion it finds:

a. The Grantee has breached any of the terms or conditions of this Agreement, and/or

b. The Scope of Work is not being completed in a timely fashion as outlined in Section D.II.

c. At the discretion of the Department upon written notification to the Grantee with the effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

In taking steps to terminate this Agreement, under subsections a. or b. above, the Department shall provide the Grantee with a written notice outlining its reasons for such intended action and providing the Grantee with a minimum of ten (10) working days during which time the Grantee may provide comment to the Department's notification. Should the Grantee fail to submit justification, Agreement termination shall take effect at the end of the ten (10) working day comment period specified in the notification letter. If the Department finds justification submitted by the Grantee to be unacceptable, termination shall be in writing and the Department shall provide reasons for the nonacceptance.

VIII. **Changes:** Changes to this Agreement may be made at the request of either party, with the concurrence of the other. Changes shall require a formally executed amendment with the exceptions listed below. All requests for formal amendments must be received by the Department by no later than three (3) months before the termination date set forth in Paragraph B.X. hereof. The following types of changes may be made by a letter of mutual consent between the Department and the Grantee:

a. Changes to the Budget Category descriptions contained within the scope of work, provided such changes do not add new tasks to the Budget Category(ies).

b. Changes to increase/decrease costs associated with the completion of any given Budget Category, provided such increases/decreases do not increase the maximum reimbursement dollar amount set forth in the grant agreement.

c. Changes to the Project Schedule.

d. A single time extension of three months.

Requests for such changes must be received by the Department by no later than one (1) month before the termination date set forth in Paragraph B.X. hereof.

IX. **Department Obligations/Agreement Continuation:** Anything in this Agreement to the contrary notwithstanding, the Department shall not be obligated to make payments to the Grantee if funds have not been paid into the recycling fund for the purpose of making grants to municipalities in support of municipal recycling programs.

X. **Termination:** All reimbursable work under this Agreement shall be completed not later than 24 months after the date funds were encumbered by the Department for this Agreement, unless this Agreement is terminated previously in accordance with Item VII, above. The "Date of Encumbrance" is indicated on the signature page of this Agreement.

XI. **Utilization of Agreement Funds:** The Grantee shall use no funds available under this Agreement to pay anyone on the payroll of the Department unless such payments are specifically and previously approved by the Executive Board of the Commonwealth. The Grantee shall also refund to the Department any and all funds received from the Department which exceed a total of ninety percent (90%) of the actual eligible costs incurred by the Grantee to fulfill its obligation hereunder.

XII. **Subcontracts:** Within ten (10) days of request of Department, the Grantee shall provide the Department's Central and Regional Office with one copy each of all subcontracts proposed to be executed with any consultants/subcontractors for the completion of any portion of the Section D Scope of Work. The Department shall also be afforded an opportunity to discuss the Grantee's intentions regarding the selection of any such consultant/subcontractor that will entail the expenditure of 50% or more of the grant funds provided under this Agreement, and all such proposed contracts must be submitted to the Department for its review and approval. All subcontracts must contain a provision requiring the subcontractor to adhere to any and all provisions applicable to the Grantee in the performance of work under this Agreement. In all events, the Grantee shall be responsible for the quantity and quality of the performance of all such subcontracted work.

XIII. **Project and Grant Officers:** The Grantee agrees to appoint a Project Officer who, on its behalf, shall constitute its primary contact with the Department during the completion of the Scope of Work. The Department shall be so notified in writing within ten (10) working days of the Grantee receipt of this Agreement. The Department, hereby, appoints Mr. Robert France, Southeast Regional Office DEP Bureau of Waste Management, 2 East Main Street, Norristown, PA 19401, (484) 250-5960 as its Grant Officer for this Agreement. The Grant Officer shall constitute the primary Department contact during the term of this Agreement.

XIV. **Grant Application:** The terms and conditions of the Grantee's Grant Application, dated November 19, 2015, are incorporated herein by reference as if fully stated herein; provided, however, the provisions of this Agreement shall supersede any conflicting provisions of the Grant Application.

C. **SPECIAL PROVISIONS**

I. Reports resulting from this Agreement must identify on the cover the fact that they have been partially funded by an Act 101 DEP Municipal Waste Recycling Program Grant.

II. The Department may withhold 10% of the grant award until all conditions of the agreement have been completed and verified.

III. Equipment purchased for the recycling program must be used exclusively for this purpose during the term of its useful life. "Useful life" shall mean the period of time a particular item is able to function as intended, with the aid of proper maintenance and repairs. Grantee must retain sole ownership of such equipment unless otherwise approved in writing by the Department.

IV. Equipment and property purchased with grant funds under this agreement and with a purchase price of $1,000 or greater shall be clearly identified by the Grantee, through a sign or lettering permanently affixed to the equipment or property, as being funded by a Department of Environmental Protection Act 101 Section 902 Recycling Grant.

V. Contract Documents: The following documents are attached hereto, incorporated herein and made a part of this Agreement:

a. ATTACHMENT A. Provisions for Commonwealth Contracts

b. ATTACHMENT B. Nondiscrimination/Sexual Harassment Clause

c. ATTACHMENT C. Scope of Work Narrative

For the purposes of these attachments, the terms "Grantee" and "Contractor" are synonymous.

VI. Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.

D. **SCOPE OF WORK**

The Grantee will complete the specific project tasks of the Scope of Work as set forth in Attachment C - Scope of Work Narrative of this Agreement.

Project Description:

Grant funds will be utilized to augment the Borough's recycling and leaf collection programs.

I. **Fiscal Summary**

BUDGET CATEGORIES	APPROVED COSTS	DEP SHARE	MATCH
1. Project Development	0	0	0
2. Public Education	$17,109.00	0	$17,109.00
3. Collection Equipment	$260,669.00	$250,000.00	$10,669.00
4. Processing Equipment	0	0	0
5. Building Costs	0	0	0
6. Land Associated Cost	0	0	0
7. Other	0	0	0
Total Costs	**$277,778.00**	**$250,000.00**	**$27,778.00**

II. **Project Schedule**

a. Within 6 months after the date of encumbrance, 40% of approved costs shall be incurred. A request for reimbursement predicated on these incurred costs shall be submitted to the Department within 8 months after the date of encumbrance.

b. Within 12 months after the date of encumbrance, an additional 60% of approved costs shall be incurred. A request for reimbursement predicated on these incurred costs shall be submitted to the Department within 14 months after the date of encumbrance.

c. Within 18 months after the date of encumbrance, an additional 0% of approved costs shall be incurred. A request for reimbursement predicated on these incurred costs shall be submitted to the Department within 20 months after the date of encumbrance.

d. Within 24 months after the date of encumbrance, an additional 0% of approved costs shall be incurred. A request for reimbursement predicated on these incurred costs shall be submitted to the Department within 26 months after the date of encumbrance.

III. Narrative - Refer to Attachment C for detailed list of project tasks.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year above written.

Attest
(Corporate Seal)

WEST CHESTER BOROUGH

By: _____
Title: Mayor

_____
Title: Secretary

By: _____
Title: President, Borough Council

23-6002957
Federal Identification Number or
Social Security Number

Attest

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

_____

By: _____
KENNETH R. REISINGER
DEPUTY SECRETARY FOR
WASTE, AIR, RADIATION AND REMEDIATION

Approved as to Legality and Form

Pre-Approved (7C-FA-26.0)
Office of General Counsel

Pre-Approved (7C-FA-26.0)
Office of Attorney General

Vendor ID# 139020

SAP # _____

_____
Department of Environmental Protection
Chief/Assistant Counsel

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that funds in the amount of $250,000.00
are available under Appropriation:

2016 2009400000 6600400 3522509000 35250000____ = $ _____
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2018 2009400000 6600400 3522509000 35250000____ = $ _____

_____
Date

By:_____
Comptroller

_____
Date of Encumbrance

SCL800SM-3X

"One Man Operation" Leaf Collector

- Reduce Labor Costs
- Collect Leaves Faster
- Increase Productivity
- Save Money

Your City or Town Can't Afford Not to Have One!

- The fast, efficient way to collect leaves.
- One person, one vehicle
- Collect leaves safely, without mess from the cab of the truck.

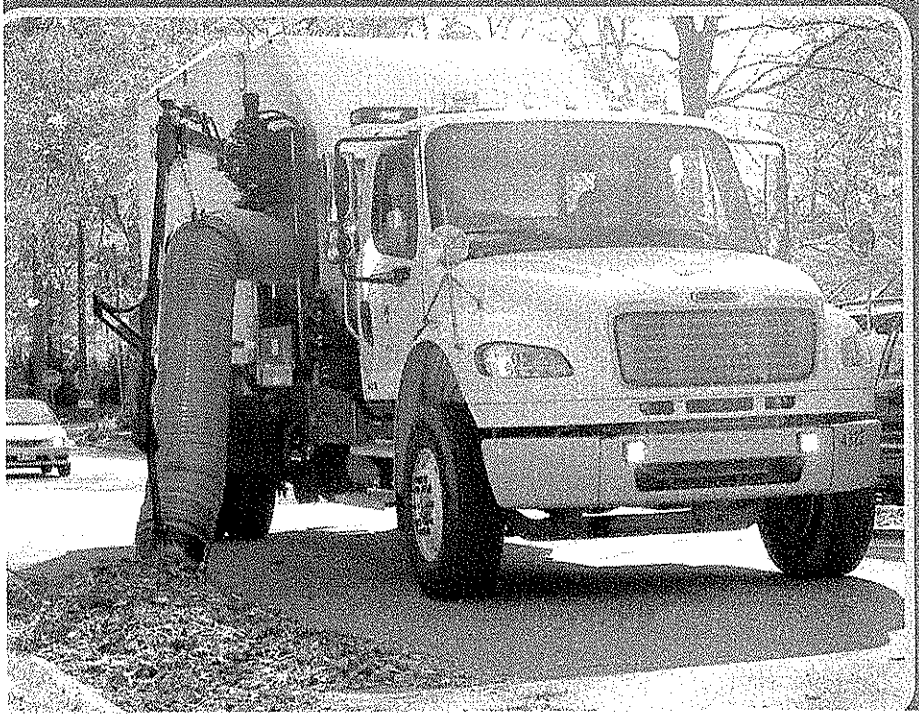
THE ODB CO

ODB Company

Municipal Products Since 1910

800-446-9823

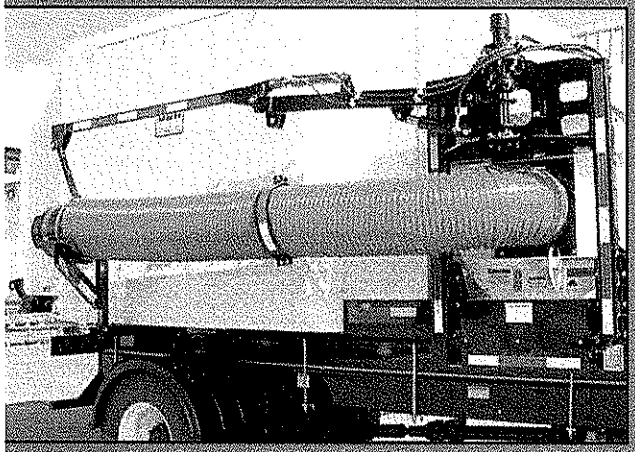
www.leafcollector.com



SCL800SM-3X

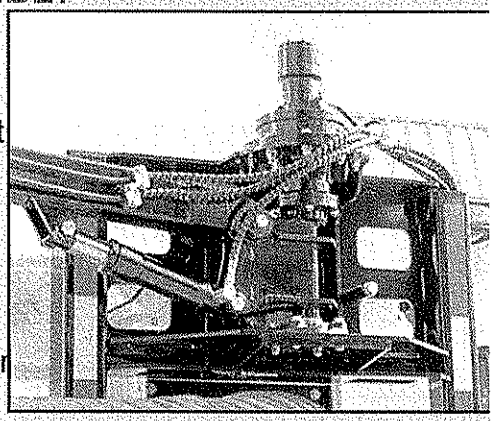
IN-CAB CONTROLS

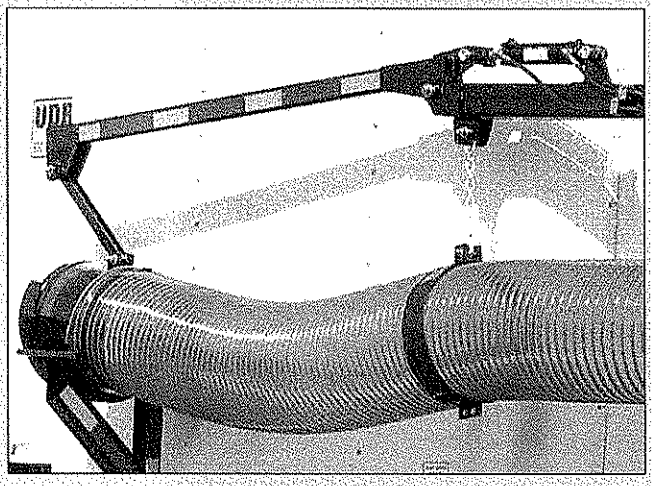
The entire leaf collection process is controlled from the cab. All controls and engine monitoring is done by a multi-function joystick and the full color IQAN display system with 3.5" transflective TFT color display. This system completely controls and monitors the engine, boom and hydraulic systems.

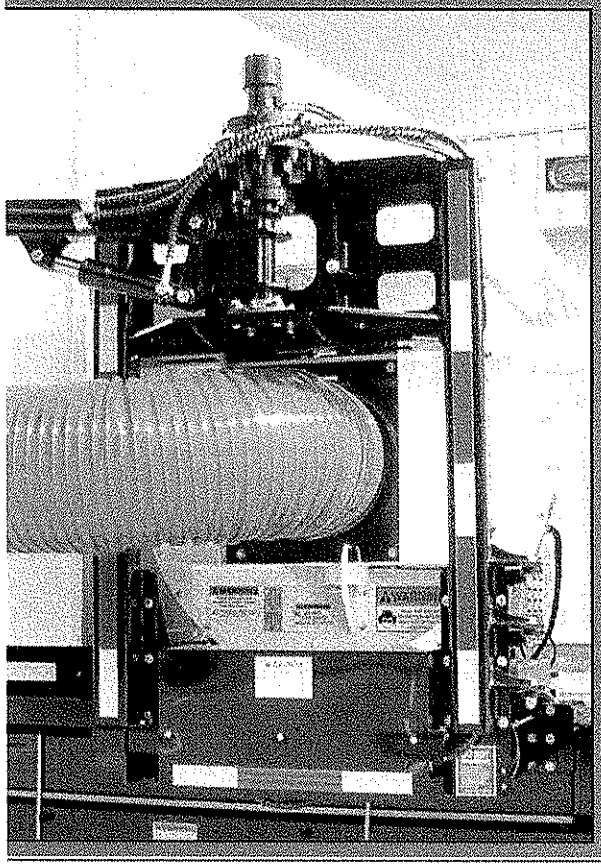


3 AXIS BOOM ASSEMBLY

ODB's 3 axis boom allows smooth, precise movement of the suction hose to the leaf pile. Combining two hydraulic cylinders for the up/down and in/out movements, plus a planetary, wheel drive hydraulic motor for the left/right movement allows the operator to place the suction hose in the desired location smoothly and precisely. The boom is controlled with a joystick located in the cab for effortless leaf collection.







BOOM SUPPORT MOUNT

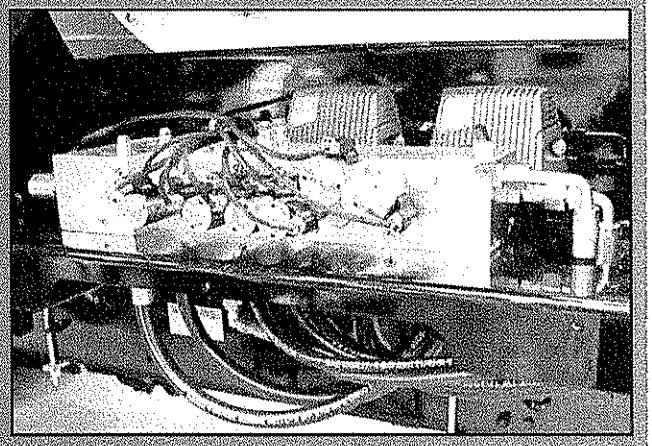
ODB's 3 axis boom is supported on its own tubular steel mount. This keeps the weight of the boom off the blower housing making for a sturdier boom. The boom support is hinged to allow the blower housing face to be removed without having to remove the entire boom assembly or without having to disconnect any hydraulic lines. This is a tremendous labor saving feature.

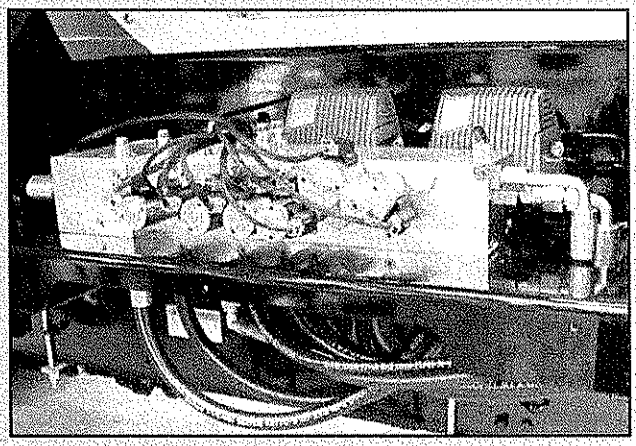
5118 Glen Alden Drive, Richmond, VA 23231

"One Man Operation" Leaf Collector

MULTI FUNCTION, PROPORTIONAL VALVE BODY

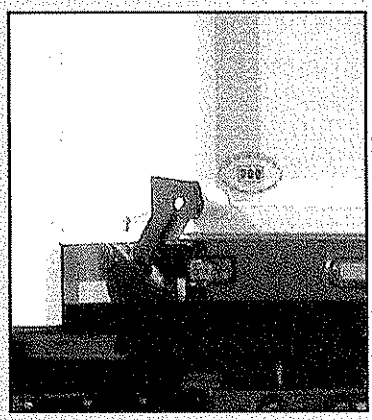
The heart of the multi-axis hose boom is the state-of-the-art valve body. The multi-function proportional valve body allows the boom to be moved in multiple directions at the same time as well as allowing the user to precisely control the speed of the boom. If the user moves the joystick slightly to the left the boom moves slowly left, but if the user moves the joystick all the way to the left then the boom moves to the left much faster. This valve body includes a pressure relief valve, "dead man cartridge", flow divider and multi-port cartridges and solenoid assemblies. The entire assembly is conveniently located for easy access to all components of the valve body assembly.





AUTOMATIC DOOR LATCH

The top hinge door and hydraulically controlled door latches allow the operator to open and close the rear door with the press of a switch from inside the cab.

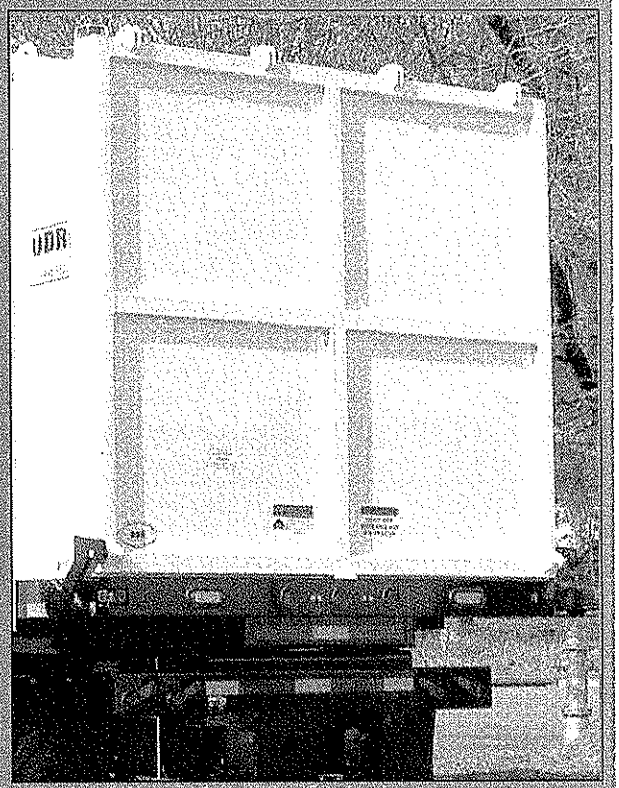


THE ODB CO

ODB Company

Municipal Products Since 1910

800-446-9823



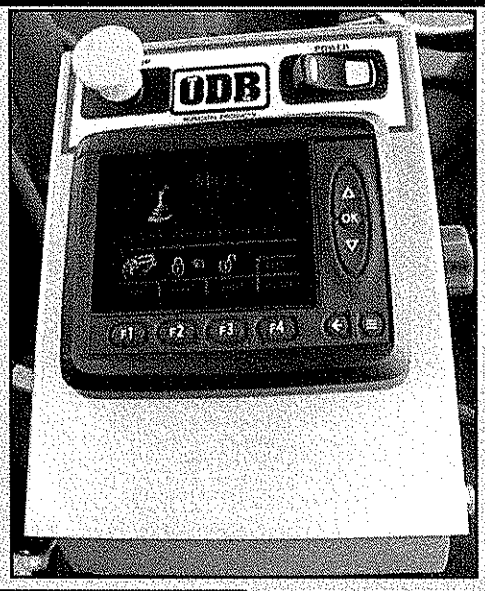
SCL800SM-3X Computer Control

"One Man Operation" Leaf Collector

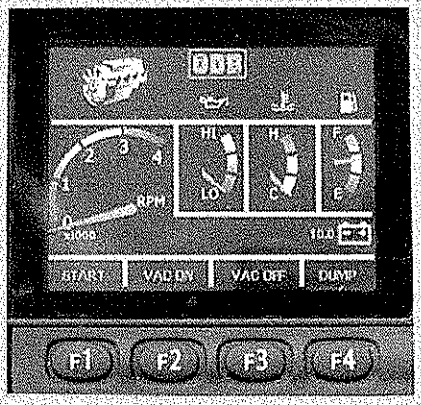
IQAN, Computer Controlled Automated Leaf Collection

Computer controls provide "real-time" engine and control monitoring. This allows for automated safety features to keep the unit working efficiently for years to come.

IQAN Computer Controls provide real-time system monitoring with alarm logging and full color, on-screen error messages.



IQAN System Controls



IQAN controls allows for a "user friendly" access to all controls and features. Simple function keys and full color graphics allow the operator to easily use all the features of the unit.

THE ODB CO

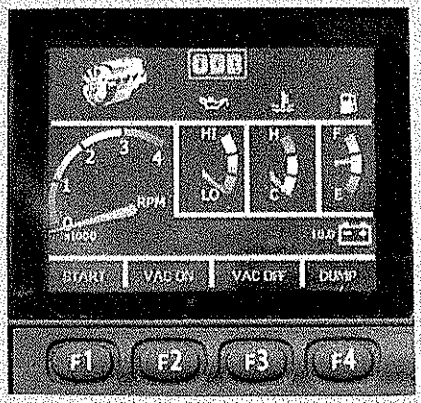
ODB Company

Municipal Products Since 1910

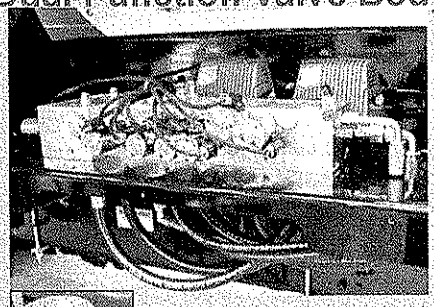
5118 Glen Alden Drive, Richmond, VA 23231 | www.leafcollector.com | 800-446-9823

SCL800SM-3X Computer Control
"One Man Operation" Leaf Collector

IQAN Display System



Dual Function Valve Body



Joystick Assembly

FEATURES

IQAN DISPLAY SYSTEM - By Parker Hydraulics

- User friendly - Full Color graphics, anyone can operate it.
- Simple logic driven menu's make performing tasks extremely easy and efficient.
- Easily customizable to work the way the operator wants it to work.

COMPUTER CONTROLS

- Real time monitoring of engine and system functions.
- Real time alerts and warnings of sytem errors.
- Alert logging with time and date.
- Safety "controlled shutdown" of unit when critical errors are reached. For instance, this prevents shutting down the engine immediately at full throttle with the PTO engaged - serious damage to the PTO could occur. The computer system will automatically shutdown the unit in a safe manner to prevent such damage.
- Prevents harmful operator actions such as trying to dump the body with the doors locked (a warning message will appear on the screen to let you know that this can not be done.)

VALVE BODY

The multi function, proportional valve body allows the boom to be moved in multiple directions at the same time as well as giving precise speed control of the boom. The proportional valve allows the user to precisely control the speed the boom moves by how much pressure the user applies to the joystick. This makes the boom move more accurately, faster and is much easier on the the mechanical components of the boom - thus extending the life of the boom.

JOYSTICK

The joystick is conveniently mounted in the armrest (Freightliner trucks) of the truck for great access. The proportional joystick controls the boom direction, speed, engine throttle and box container dump.

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Bottom Exhaust System
(Add-On Option for SCL800 units)

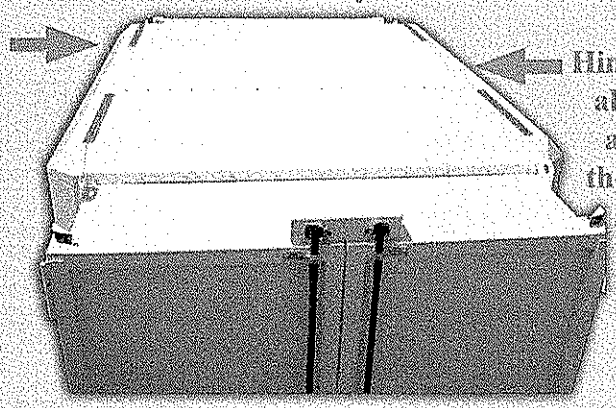
Optional Bottom Exhaust System re-directs the unit's exhaust to the ground, keeps debris from flying high into the air.

Air is vented through heavy duty mesh screens mounted in the top of the box and then directed to the sides by all steel duct work and is exhausted on to the ground.

Directs air to the ground instead of high into the air.

Hinged doors allow easy access to the exhaust screens

Top of the unit is fully enclosed so debris will not fly overhead



Hinged doors allow easy access to the exhaust screens

Debris exhausts here to the ground

THE ODB CO

ODB Company

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5118 Glen Alden Drive, Richmond, VA 23231 | www.leafcollector.com | 800-446-9823

SCL800SM-3X

"One Man Operation" Leaf Collector

The fast, efficient way to collect leaves. One person, one vehicle - Collect leaves safely, without mess from the cab of the truck.

- **Reduce Labor Costs**
- **Collect Leaves Faster**
- **Increase Productivity**
- **Save Money**

One Man controls the entire leaf collection process from the cab of the truck. The operator controls the engine, engage / disengage PTO, controls the suction hose and dumps the body without ever leaving the truck. There is no leaf crew or operator fatique and leaves are collected up to 25% faster than with traditional leaf crew units.

THE ODB CO

ODB Company

Municipal Products Since 1910

5118 Glen Alden Drive, Richmond, VA 23231 | www.leafcollector.com | 800-446-9823

SCL800SM-3X
"One Man Operation" Leaf Collector

Engine
John Deere 4045T water-cooled, 4-cylinder turbo diesel engine; 74HP; 4.5 liter (276 CID) with wet-sleeve liners.

Air Cleaner
Dry element with pre-cleaner

Radiator
Pressurized, heavy-duty

Radiator Screen
Constructed of 1/2" expanded flattened steel with steel mesh. Screen is bottom hinged to allow for cleaning without powering down the engine.

Engine Controls
All engine controls and engine monitoring is through the IQAN full-color display system. Engine RPM, oil pressure, water temperature and fuel levels are displayed on the 3.5" transflective TFT full color display. There is an automatic safety shutdown for high temperature or low oil pressure.

In-Cab Controls
All engine controls as described above as well as joystick control of the 3-axis boom, engine throttle and dump body. Other in-cab controls include: in-cab dump body control, clutch engage / disengagement, rear door open/close control.

Engine Sheet Metal
Engine is covered by a custom sheet metal enclosure constructed of 16-gauge steel. The enclosure has front and rear doors, which are louvered for proper air circulation. Two doors are provided on top of the enclosure for convenient access to the radiator cap and oil fill cap.

PTO
Heavy duty 13" automotive style PTO and clutch with safety engagement system.

Belt Drive
Power is transferred from the engine to the impeller via a 4-groove power band belt. The power band is adjusted by raising and lowering the engine by simply turning four, 2" diameter engine supports.

Skid (truck-mounted)
Heavy-duty channel steel construction, formed and welded. Skid is constructed of 3" x 8" tubular steel with a 1/4" wall thickness. Designed to mount on any truck with 32" centers. The skid frame supports the power unit and self-dumping box container.

Skid (truck-mounted)
Heavy duty A-framed skid. The frame assembly is constructed of 8" x 2" x 1/4" thick steel tubing. The A-frame and rear lock-downs are manufactured to specific manufacturer's specifications. The two steel rollers are 8" wide by 4" diameter with 1/4" thick tubing.

Lighting
LED type stop/turn signals as well as clearance lights; rear of unit has two oval LED amber strobe lights. Unit has reflective tape running the length of the unit.

Impeller
72" diameter with 6 gusseted blades constructed of 3/8" thick abrasive resistant AR-1 steel with a Brinell hardness exceeding 400. The impeller is completely stress relieved via Bonal stress relief technology to eliminate weld cracking and weld distortion for the highest structural integrity possible. This makes for the strongest and longest lasting impeller on the market.

Blower Housing
45-degree exhaust. Outer housing is constructed of 10 gauge welded steel, front and back plates are 7-gauge steel. Inspection / clean out door is located on the face to facilitate convenient inspection of internal contents or condition. A safety kill switch is located on the door to shut down the engine when the door is opened.

Liners
Slip-in style, which require no bolts. Made of 1/4" abrasive resistant steel.

Suction Inlet
Located on curb side of unit capable of a 180 degree range of motion.

Intake Hose
16" diameter x 144" long. Heavy duty wire reinforced urethane hose.

Hose Boom
Three axis hydraulically controlled boom assembly. The boom moves up/down, in/out via 2" hydraulic cylinders and left/right via a planetary wheel drive motor. Incorporating a fully adjustable proportional hydraulic system, the operator can precisely maneuver the boom placement and speed from a joystick controller mounted in the cab.

Boom Controls
Proportional joystick mounted in the cab controls the boom movement as well as the engine's RPMs. A time-sensitive "dead man" trigger is provided on the joystick for operator safety.

Hydraulics
The hydraulics for all boom functions, as well as dumping and optional rear-door latches, are provided through a gear-driven pump off the engine's auxillary drive. The proportional hydraulic valve body provides the operator with precise and adjustable speed control. Mult-function boom movements are capable with the proportional hydraulics. The valve body is conveniently mounted below the H-frame assembly on the boom. A steel hydraulic reservoir is provided along with proper hydraulic filters for worry free operations.

Dumping Hoist
Uses a Crysteel scissor-style hoist capable of dumping 30,400 pounds (14CY), 43,000 pounds (20CY), 53,200 pounds (25CY / 30CY).

Box Container
Self dumping container constructed of 12-gauge steel with vented top. Available in 14, 20, 25 and 30 CY capacities.

Vented Top Screens
Easily removable 1/2" expanded steel mesh screens with 1/8" hardware cloth on the bottom side are located on top of the box container. Two screens for the 14 and 20 CY boxes and 3 screens for the 25 and 30 CY containers.

Fuel Tank
44 gallon capacity fuel tank manufactured of 1/4" thick roto-molded polyethylene

Paint
All metal parts are thoroughly cleaned, primed and dried separately. Two coats of automotive quality paint is then applied.

Options Available:

- Bottom exhaust
- Air scoop
- Hydraulic tailgate latch controls
- Chipper door with trailer hitch
- Rear camera system
- Front light bar with 4 amber LED lights
- Urethane liners
- Rear arrow-stick
- Consult factory for other engine options
- Fluid drive coupler in lieu of clutch and PTO

032315

All specifications subject to change without notice.

Commonwealth Computer Recycling LLC

1628 Roscytown Road Unit 8
Greensburg, PA 15601
T: 866.925.2354

c/o Elwyn Industries, 1 Judy Way
Aston, PA 19014
T: 215.970.7223

www.ccrcyber.com

Client background:

Client name and description:	Borough Of West Chester
Project name:	E-Waste Disposal Project
Proposal / Reference #:	n/a
Client contact:	Borough Of West Chester 401 East Gay St West Chester, PA 19380 Meghan Fogarty 610-696-5282 mfogarty@west-chester.com

CCR qualifications:

Certifications:	R2-RIOS, PADEP permit, SBA certified small business
Insurance:	Coverage includes general liability, data breach liability, pollution, workers compensation, vehicle; PADEP bonded
Compliance:	Compliant with DOD, HIPAA, SOX, GLBA, FACTA, NIST
Additional information:	• Established in 2010, Commonwealth Computer Recycling ("CCR") has extensive experience in e-waste management, servicing millions of pounds of electronics since inception. CCR is an NAID member • Clients include educational and government institutions, small businesses and Fortune 500 companies. See Appendix A for references • Project Supervisor is Serdar Bankaci, the founder and owner of Commonwealth Computer Recycling LLC • All CCR employees undergo an extensive background check prior to hiring; all CCR employees with extensive training as set forth by the R2 Responsible Recycling Standard

Project scope:

Prepared by:	Joe Connors, VP of Business Development
Items for processing:	

	Pick up and dispose of Borough e waste. CCR will recycle TVs and any electronics with a plug. Standard fees will apply for large appliances, bulbs and batteries. No smoke detectors.
Project description:	CCR is pleased to submit this proposal to provide the following services (ticked boxes) in accordance with the requirements set forth by the Pennsylvania Department of Environmental Protection (DEP): ☒ Electronics waste recycling ☐ Environmental annual impact report ☒ Certificate of recycling ☐ Asset report, including certificate of destruction ☐ On-site hard drive shredding ☐ Off-site hard drive shredding ☐ Secured warehouse storage ☐ Universal waste disposal (lighting, batteries) ☐ Containerization ☒ Transportation
Transportation, recycling and disposal of material:	All items collected will be processed in accordance with PADEP, EPA, and R2 Responsible Recycling Standards. Copies of CCR's permit and accreditation are attached at the end of this document
Price:	**Transportation Charge: $ 125.00** **EPA FEE $50.00** **UPS Units $10.00 each** **All e waste including TV/CRT at 20 cents per pound.** **Payment terms: Net 10 days.**
Additional information:	Contract Term: 7/1/16 through 6/30/17

The parties have executed this Agreement as of the date first set forth above.

Customer: Borough of West Chester

Name:
Title:
Date:

Vendor: CCR

Name: Joe Connors
Title: VP of Business Development
Date*: 6/24/16

* Proposal expires 14 days after signature cited above by CCR

Appendix A: References

GSA
US District Court-Eastern District of PA Byrne-Green
Federal Complex 601 Market St.
Philadelphia, PA 19106
Nancy Wilkinson
215-861-3587
Nancy.wilkinson@gsa.gov

Data Networks
309 International Circle
Hunt Valley, MD 21030
Rich McCoy 800-283-6387
rmccoy@datanetworks.com

Armstrong Group
1 Armstrong Place
Butler, PA 16001
Sean Powell 724-283-0925 ext. 50341
spowell@agoc.com

Updated June 7th, 2016
June 3rd, edition

Public Works, Recreation & Environmental Protection Committee

June 7th, 2016 – 5:30 pm

Meeting Commence at 5:31 PM

Committee Members Present: **Don Braceland (Chair)**
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.

   Bernie Flynn gave a very progressive report on his accomplishments with his graffiti abatement efforts. He also outlined plans going forward which includes a mural at the Barnard Street train overpass. The council President in her remarks suggested that discussion for a mural program be placed on the Kaizen Committee Agenda

2. Discuss Marshall Square Park restroom roof

   Refer to Recreation Department Minutes

3. Discuss Sewer Refund Policy

   The Borough Manager explained the proposed new policy for any future request and consideration for sewer refunds. This was sent on by a vote of 2-0.

4. Discuss renewal of East Bradford Wastewater Treatment Contract

   Both the Borough Manager and Director Wastewater Treatment explained in length the rationale behind the contract in question. This was accepted by the committee and was sent on by a vote of 2-0.

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

   The Director of Public Works and the Borough Manager explained in much detail the reason for these amendments and the foreseeable benefits of the changes for both sides. This was sent on by a vote of 2-0.

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

Councilman Jones indicated his observation of several cars parked on the grass at Everhart Park on the side adjacent to Miner Street. He expressed concern of this illegal practice especially after noticing damage left to the turf. He then suggested that adding additional "No Parking at any time" signs may discouraged this practice. No action was warranted on this issue by the committee.

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

Refer to Recreation Department Minutes.

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

Refer to Recreation Department Minutes.

9. Discuss Tree Planting schedule

Councilman Bill Scott expressed concern that no tree was planted during the spring and inquired about the status of the Borough's planting schedule. The Director of Public Works responded by indicating he took full responsibility for this delay. He then went on to explain that the lack of the spring tree planting was caused by shortage in personnel at the PWD. He further explained that the Urban Forester normally responsible for expediting the process with the help of the Deputy Director. But in reality, her real status is at the PWD is Urban Forester/Administrative Assistance and of such she is often called upon to undertake administrative duties whenever warranted. As a result, in recent months most of her time is spent on administrative task. The Borough Manager then interjected by informing council that PWD is without an administrative assistance for some time. The Director did however promised that a recommendation for an award for tree planting contract will be ready for next month's meeting.

10. Discuss May Minutes

Minutes were approved without and amendments

Meeting was adjourned at 7:00 PM.

Respectfully submitted: O'B Laing