

This meeting is being audio recorded for the public record.

## Borough Council Worksession Meeting Agenda

July 19<sup>th</sup>, 2016 – 7:00 pm  
Borough Council Chambers, Municipal Building

1. Meeting call to order/Pledge of Allegiance.
2. Comments by Mayor and Council.
3. Discuss Draft Busking Ordinance
4. Discuss Running Store Lease Renewal  
(Finance Committee recommendation approval 2-0)
5. Discuss Eclat Chocolate Store lease Renewal
6. Discuss Community Initiatives Website  
(Kaizen Committee recommendation approval 2-0)
7. Discuss RAMP Partnership site  
(Kaizen Committee recommendation approval 2-0)
8. Discuss adding handicap sign  
(Parking Committee recommendation to conduct vehicle survey – 2-0)
9. Discuss allowing the County to utilize (1) of the (3) parking spaces reserved for SC Police parking only  
(Parking Committee recommendation approval to allow County to utilize spaces Monday-Thursday – 2-0)
10. Discuss renewal of Chestnut Street Garage contract with the County for 2016 thru 2018  
(Parking Committee recommendation approval – 2-0)
11. Discuss request from Food Co-op the temporary usage of the Chestnut Street Garage to store their storage box  
(Parking Committee recommendation approval – 2-0)
12. Discuss recommendation to award Brandywine Valley the Borough's HVAC Preventative Maintenance Contract for the Public Library, Public Works Department and Municipal Building for a 3-year contract at low bid price of \$7,970  
(Public Works Committee recommendation approval – 2-0)
13. Discuss accepting DEP 902 Recycling Grant Award in the amount of \$250,000 to purchase a single-operator leaf vacuum truck and 25-yard roll off dumpster. Borough match to fund educational decal wraps on downtown BigBelly receptacles  
(Public Works Committee recommendation approval – 2-0)

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14. 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. Niels St.  
(Public Works Committee recommendation approval – 2-0)
15. Discuss awarding one-year contract based on the three submitted quotes to recycle eWaste collected by the Borough Public Works drop off-program  
(Public Works Committee recommendation approval – 2-0)
16. Discuss Rosedale Avenue Safety Initiative  
(Public Works Committee recommendation approval – 2-0)
17. Presentation by Public Works Director – fulltime manpower allotment  
Public Works Committee recommended Council approve immediate replacement of (4) needed positions. It was also recommended that other positions be filled whenever they become vacant by current employees  
(Public Works Committee recommendation approval – 2-0)
18. Discuss Special Event Permits
  - a. Bike Race & Celebration – 8/20/2016
  - b. Chili Cook-Off – 10/8/2016
  - c. Christmas Parade – 12/2/2016

The Borough is looking into using the "Special Event Parking Fees" to help offset the new SEA fees (mainly WCPD OT) for these three large events.

The Iron Hill Twilight Criterium and Beer Garden SEA's will need approval at this meeting in order to apply for their PA LCB permit

19. 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)  
Need WCPD approval to allow Fire Police to help with event
  - b. Unite for Her – 5k – 9/24/2016  
(Police needs WCPD OT request)  
(Public Works Committee recommends approval – 2-0)
  - c. WC Stomps Out Cancer – 5k – 9/30/2016  
(Police needs WCPD OT request)  
(Public Works Committee recommends approval – 2-0)
  - d. Turkey Burner – 5k – 11/25/2016  
Police needs WCPD OT request  
(Public Works Committee recommends approval – 2-0)
20. Discuss Vision Partnership Grant Contract Amendment for Comprehensive Plan
21. Discuss Resolution #10-2016 in support of Green Light-Go Grant Application

**This meeting is being audio recorded for the public record.**

22. Discuss Education Overlay District Proposal
23. Consider Certificates of Appropriateness:  
(Smart Growth Committee recommendation approval 2-0)
  - a. 29 S. High Street – Phineas Gage  
Replace existing awning on front façade. Awning will be 48” high and same width as existing awning. Mounted 8’ off the ground and dark navy in color.  
Approve as presented.
  - b. 122 E. Gay Street – Opa Opa Restaurant  
Replace existing door  
Approve as presented
  - c. 131 W. Gay Street – The Brow Bar  
Replace building mounted sign  
Approve with following conditions: Entire frieze be sheathed with horizontal boards and letters be applied and new perimeter be changed to be thicker than the backdrop.
  - d. 200 N. High Street – Uninvest Bank  
Replace a total of “7” signs  
Approve with conditions: Wall mounted sign on North and South facades, Chestnut Street and Patton Alley facing respectively, would not be illuminated; sign facing High Street will remain illuminated as presented; ATM sign approved as submitted with the exception that it not be backlit and illumination come from existing canopy light above; ground signs will not have the Uninvest sign and logo; sign C1 is approved as submitted; signs B1 and B2 are approved without the sign logo but Uninvest name can be worked into the text to distinguish the Uninvest drive up and ATM location.
  - e. 145 E. Gay Street – Country Bagel  
Replace existing fence on East façade; create a walk-up window in place of existing window and replace all first floor siding on East façade  
Approve with conditions; Applicant come back to the Board with final design of the pass through window, rear fence facing the alley and the final cut sheet for the three permanent benches that are replacing existing landscaping; exiting handrail be modified to accommodate new handicap ramp.
19. Consider approval of June minutes
20. Zoning Appeals: - none

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**UPCOMING MEETINGS:**

**July 20<sup>th</sup>, 2016**

Presentation – 2015 Financial Audit – Dale Umbenhauer, CPA (from Maillie)

Tuesday	7-19-2016	Council Worksession	7:00 pm	Council Chambers
Tuesday	7-19-2016	Planning Commission Worksession	6:30 pm	Room #240
Wednesday	7-20-2016	Council Meeting	7:00 pm	Council Chambers
Tuesday	7-26-2015	Planning Commission	6:30 pm	Council Chambers
Tuesday	7-26-2016	Public Hearings	6:00 pm	Council Chambers
Thursday	7-28-2016	HARB	7:00 pm	Room #240
Thursday	7-28-2016	Sustainability Committee	6:00 pm	Council Chambers
Tuesday	8-2-2016	Public Hearing “Busking Ordinance”	6:00 pm	Council Chambers
Wednesday	8-3-2016	Railroad Commission	Cancelled	Cancelled
Wednesday	8-3-2016	Recreation Commission Committee	6:30 pm	Room #234
Thursday	8-4-2016	Comp Plan Committee	6:00 pm	Room #240
Tuesday	8-9-2016	BID Board	8:00 am	119 N. High St.
Tuesday	8-9-2016	Public Works/Recreation/ WW Committee	5:30 pm	Council Chambers
Tuesday	8-9-2016	Kaizen Committee	6:30 pm	Council Chambers
Tuesday	8-9-2016	Parking Committee	7:30 pm	Council Chambers
Wednesday	8-10-2016	Public Safety Committee	5:30 pm	Council Chambers
Wednesday	8-10-2016	Finance Committee	6:30 pm	Council Chambers
Wednesday	8-10-2016	Smart Growth Committee	7:30 pm	Council Chambers
Monday	8-15-2016	Shade Tree Commission	6:30 pm	Room #240
Tuesday	8-16-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	8-17-2016	Council Meeting	7:00 pm	Council Chambers

ORDINANCE NO. – 2016

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, SPECIFICALLY CHAPTER 80 TITLED, “PEDDLING AND SOLICITING; HANDBILLS AND POSTERS”, TO CHANGE THE TITLE AND ADD A NEW ARTICLE III, COMPRISED OF SECTIONS 17 THROUGH 24, TITLED “BUSKING”, FOR THE REGULATION OF STREET PERFORMANCES.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by authority of the Council of the Borough of West Chester, as follows:

**SECTION 1.** Chapter 80 of the Borough Code shall be re-titled, “Peddling and Soliciting; Handbills and Posters; Busking”.

**SECTION 2.** Chapter 80 of the Borough Code shall be amended to include a new article III, titled “Busking”, comprised of Sections 17 through 24, which shall provide as follows:

**ARTICLE III.  
Busking**

**§ 80-17. Purpose.**

The Borough Council finds that the existence in the Borough of street performers provides a public amenity that enhances the character of the Borough. Council therefore seeks to encourage such performances to the extent that they do not interfere with the quiet enjoyment of residents and the ability of businesses to conduct their businesses uninterrupted. This section seeks to balance the interests of the performers with those of the residents and businesses of the Borough.

**§ 80-18. Definitions.**

**BUSKER** – a person who has obtained a permit pursuant to this article.

**BUSKING (OR PERFORM)** – includes, but is not limited to, the following activities: acting, singing, playing musical instruments, pantomime, juggling, magic, dancing, reading, puppetry, sidewalk art (working with non-permanent, water-soluble media, i.e., chalk, pastels, or watercolors directly on the pavement), and reciting. Perform shall not include the production of items for sale.

**NOISE DISTURBANCE** – any noise which endangers, would endanger or is likely to endanger, or injures, would injure or is likely to injure, the safety or health of humans or animals, annoys, would annoy or is likely to annoy, or disturbs, would disturb or is likely to disturb, a reasonable person of ordinary sensibilities; endangers, would endanger or is likely to endanger, or injures, would injure or is likely to injure, personal or real property; disturbs, would disturb or is likely to disturb, the peace; or creates, would create or is likely to create, a nuisance.

**PERFORM** – see busking.

**PERFORMER** – a person who has obtained a permit pursuant to this article.

**PUBLIC AREAS** – those public sidewalks, parks and playgrounds constituting “public space” and “public right-of-ways”, as those terms are defined in this article.

**PUBLIC RIGHT-OF-WAY** – any street, avenue, boulevard, highway, sidewalk, alley or similar place which is owned or controlled by a governmental entity.

**PUBLIC SERVICE FACILITIES** – telephone, electric and cable television lines, poles, equipment and structures; water or gas pipes, mains, valves or structures; sewer pipes, valves or structures; pumping stations; telephone exchanges and repeater stations; and all other facilities, equipment and structures necessary for conducting a service by a government or utility service.

**PUBLIC SPACE** – any real property or structures thereon which are owned or controlled by a governmental entity.

**§ 80-19. Prohibitions.**

No person may perform or busk in a public area without a permit issued pursuant to this article.

**§ 80-20. Permit.**

- A. An individual seeking a permit to perform or conduct busking, as defined in this article, shall submit an application to the Borough on a form provided by the Borough, and pay the requisite fee, as established by resolution of Council. Upon receipt of a complete application and payment of the applicable fee, the Borough Manager shall issue a busking permit, which shall be valid from the date on which it is issued, through the end of that same calendar year.
- B. A busking permit shall be non-transferable, and shall contain the permit number of the applicant and the year in which the permit is valid.

- C. Each member of any group of buskers who perform together shall be required to obtain individual permits (as though each member was performing individually).
- D. Upon issuing a permit, the Borough Manager shall also give the performer or busker a copy of this article.
- E. If a performer or busker loses his or her permit, replacement permits may be obtained for a fee, as established by resolution of Council.

**§ 80-21. Display of Permit.**

A performer or busker shall clearly display his or her permit while performing, and shall allow inspection of the permit by any authorized Borough employee, agent, or representative upon request.

**§ 80-22. Permitted Performances.**

- A. Performances or busking may take place in the following locations:
  - 1. In public areas, except within one hundred (100) feet of a school, library, or church while in session, a hospital at any time, and except public areas excluded by the Borough Council, the Director of Public Works, or the Chief of Police pursuant to this subsection;
  - 2. On private property, with the written permission of the owner or other person in control of such property, when such written permission has been submitted with the busking permit application; and
  - 3. In public areas where an authorized street fair or public festival is being conducted, with the written permission of the sponsor of such fair or festival.
- B. Performances may take place at the following times:
  - Sunday through Thursday between 9:00 a.m. and 9:00 p.m.
  - Fridays and Saturdays between 9:00 a.m. and 11:00 p.m.
- C. No performer, busker, or group of performers or buskers shall violate Chapter 73 (Noise Disturbance) of the Code of the Borough of West Chester.

- D. No performer, busker, or group of performers or buskers shall operate, play or permit the operation of any musical instrument or similar device which produces, reproduces or amplifies sound in such a manner to cause a noise disturbance.
- E. A performer, busker, or group of performers or buskers may not create an undue interference with the passage of the public through a public area. If a performer, busker, or group of performers or buskers attract a crowd sufficient to obstruct the public way, a Borough police officer may disperse the portion of the crowd that is creating the obstruction. Additionally, if a sizeable group of performers or buskers assemble in such a way and/or manner which obstructs the public way or causes a noise disturbance or public nuisance, a Borough police officer may disperse the group of performers or buskers to ensure the public health, safety and welfare.
- F. A performer, busker, or group of performers or buskers may request contributions or money or property at a performance, provided that no sign requesting contributions shall exceed twelve (12) inches by eighteen (18) inches in size. Contributions may be received in any receptacle, such as an open musical instrument case, box or hat. Performers or buskers may offer for sale recordings of only their own work, in the form of records, cassettes, videotapes or compact discs ("Displays"). On sidewalks, displays must not obstruct handicap ramps, doorways, or windows. Performers or buskers shall not tape or post signs or posters on any public or private property or lean displays against any public or private property. Displays must not exceed more than 20% of the width of the sidewalk, and in any event shall not exceed fifteen (15) square feet in total.
- G. No performer or busker and/or the performance/busking itself shall not obstruct the entrance to any private residence or property, nor the entrance to any business during the hours that the business is open.

**§ 80-23. Exclusion of Public Areas.**

- A. A specific public area may be excluded from performances by the Borough in the following circumstances:
  1. Upon recommendation from the West Chester Police Department in the case of an emergency, or due to public health, safety and/or welfare concerns.
  2. Upon recommendation from the Director of Public Works in the case of scheduled or emergency repair work in the public right-of-way or any public service facility.

3. Upon recommendation from the Director of Building and Housing in the case of construction or property maintenance code matter on private property adjacent to the performance site.

**§ 80-24. Penalties.**

- A. Suspension of Permit – The Borough Manager may suspend a permit for no more than thirty (30) days if: (a) a performer or busker is found to have knowingly provided false information in the application; or (b) a performer or busker has received two (2) notices of violation, verbal or written, of any provision of this article within the same calendar year.
- B. Revocation of Permit – The Borough Manager may revoke a permit for the remainder of the calendar year if a performer or busker has received three (3) notices of violation, verbal or written, of any provision of this article within the same calendar year.
- C. Before suspending or revoking a permit, the Borough Manager must hold a hearing, after ten (10) days written notice to the performer or busker, setting forth the facts constituting the basis for the proposed suspension or revocation.
- D. A performer or busker may not receive a permit unless all fines accrued for any violation of this article from previous year(s) have been paid.
- E. Any person who violates or permits the violation of any provision of this Chapter shall, upon conviction thereof in a summary proceeding brought before a District Justice, be guilty of a summary offense and shall be subject to the payment of a fine, not less than \$25 for the first offense, and no greater than \$1,000 for every subsequent offense, plus the costs of prosecution. Upon default of payment thereof, the defendant may be sentenced to imprisonment in the Chester County prison for a period of not more than 30 days. Each section or provision of this chapter that is violated shall constitute a separate offense and each day in which a violation of this Chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice in the amounts stated hereinabove.
- F. The imposition of a penalty as provided herein shall not serve to prevent the abatement of any nuisance or to prevent the suspension or revocation of the permit held by any person who shall violate the provisions of this article, or any other law or ordinance while engaged in activities permitted under the provision of this article.

**SECTION 3. SEVERABILITY.** If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

**SECTION 4. REPEALER.** All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

**SECTION 5. EFFECTIVE DATE.** This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST:

COUNCIL FOR THE BOROUGH  
OF WEST CHESTER

\_\_\_\_\_

BY:

\_\_\_\_\_  
Ellen B. Koopman, President

APPROVED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2016.

\_\_\_\_\_  
Carolyn T. Comitta, Mayor

Hector Mojica  
401 E. Gay St.  
West Chester, PA 19380

May 30, 2016

Dear Mr. Mojica,

I am writing to you to request a handicap personal parking space at my address 208 West Barnard Street. I already have the handicap pass, that hangs in my car. Year after year it has become more and more difficult to find a parking space close to my home. It is very hard for me to walk a half a block (most times I have to park a block away). This is the reason for the need for a space in front of my home.

I thank you for taking the time to listen to my request.

A life long resident,  
Patricia Thompson

208 West Barnard St.  
West Chester, PA 19382  
Cell: 701-0662

484 888 5746

Handicap  
+ Drive  
LIC

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE

PENNSYLVANIA



EXPIRES  
LAST  
DAY OF

03-21

P16468N

PERMANENT



P16468N

03/2021

PATRICIA E THOMPSON  
208 W BARNARD ST  
WEST CHESTER, PA 19382

*2 Handicap Signs  
Created*

*Front of 200 W. Barnard  
+  
218 W. Barnard*



# West Chester Police Department

## MEMORANDUM

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TO: Hector Mojica, Parking Services

FROM: Scott L. Bohn, Chief of Police

DATE: July 5, 2016

SUBJECT: 50 Blk. W. Market St.

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As per our conversations, the Police Department is amenable to permitting the Chester County Department of facilities to utilize one (1) of the three (3) parking places reserved as "West Chester Police Only Parking" in the 50 Block of West Market St., on the north side of the roadway.

This agreement, and use of the Borough space, is strictly limited to the posted hours Monday through Thursday. Parking will be/is prohibited on Friday's and will remain "West Chester Police Only".

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Hector Mojica

DATE: July 12, 2016

I. Action to Be Considered by the Borough Council

Allow County to park (1) vehicle on 50 Block of West Market St on the north side.  
WC Police Parking Spaces.

II. Reason Why this Issue Needs Borough Council Consideration

The county is looking to utilize one of three WC Police parking spaces Monday through Thursday on the north side of the 50 Block of West Market.

III. Current Policy of Practice

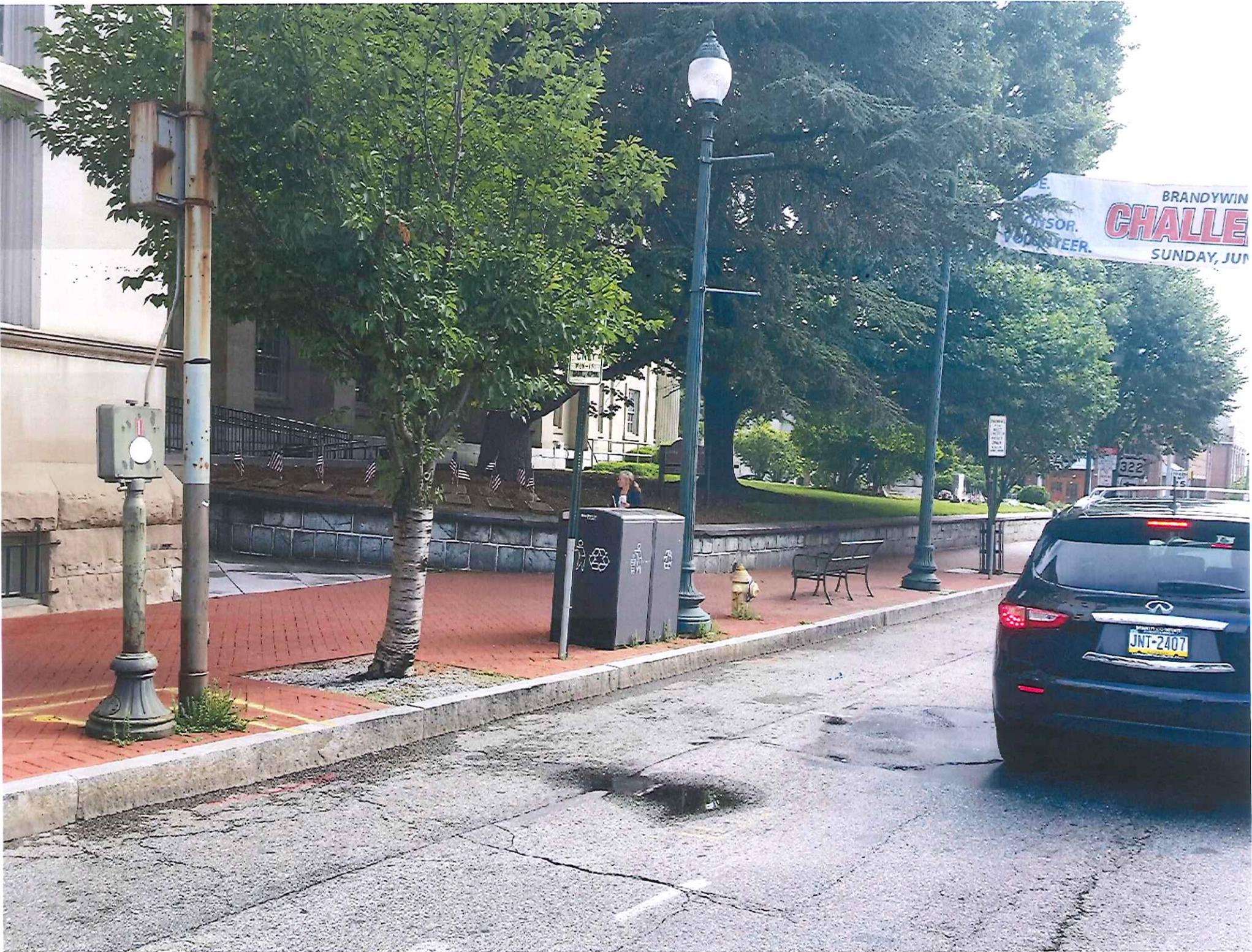
No parking is allowed in three parking spaces along the north side of 50 West Market Street.  
4:00pm.

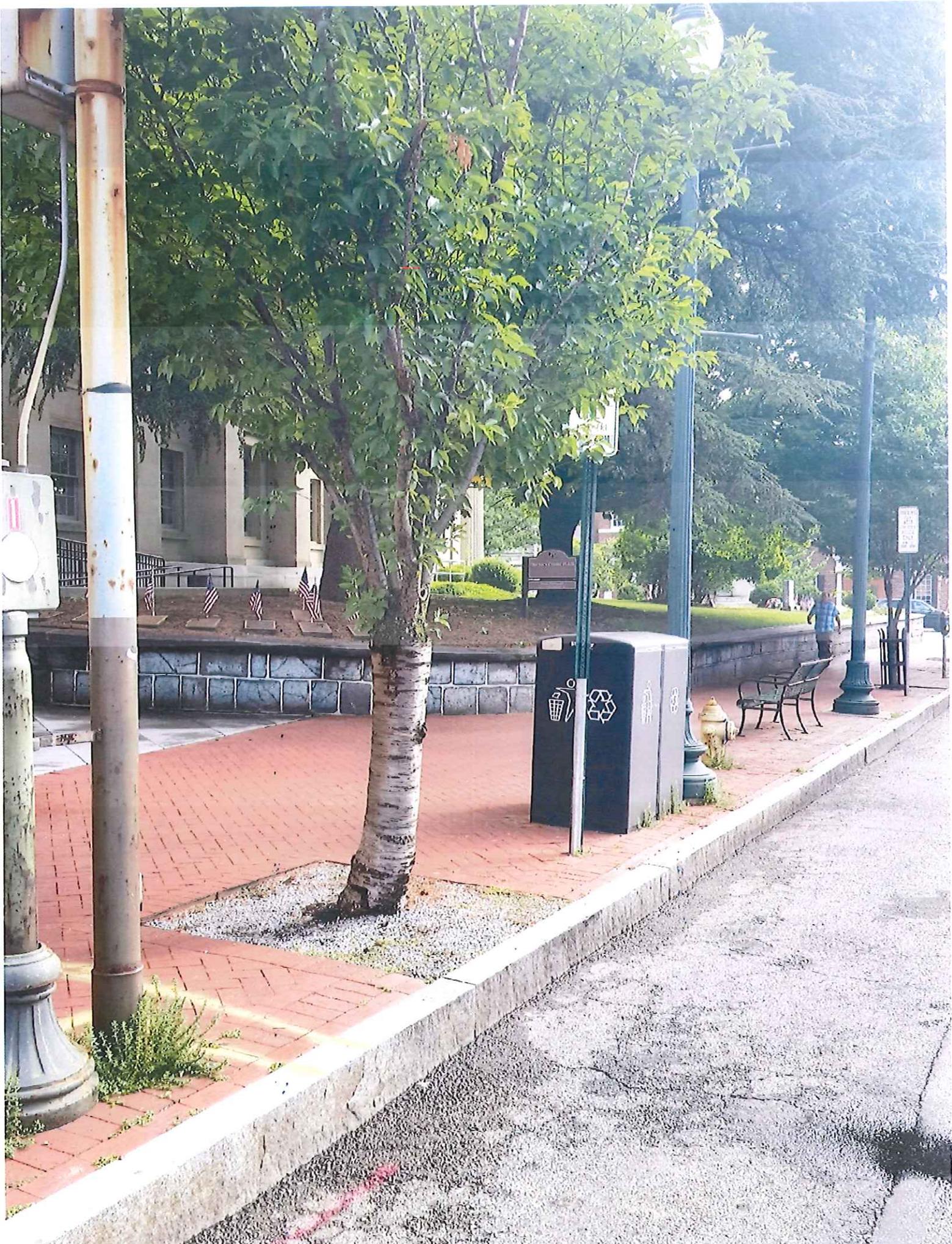
IV. Other Background Information

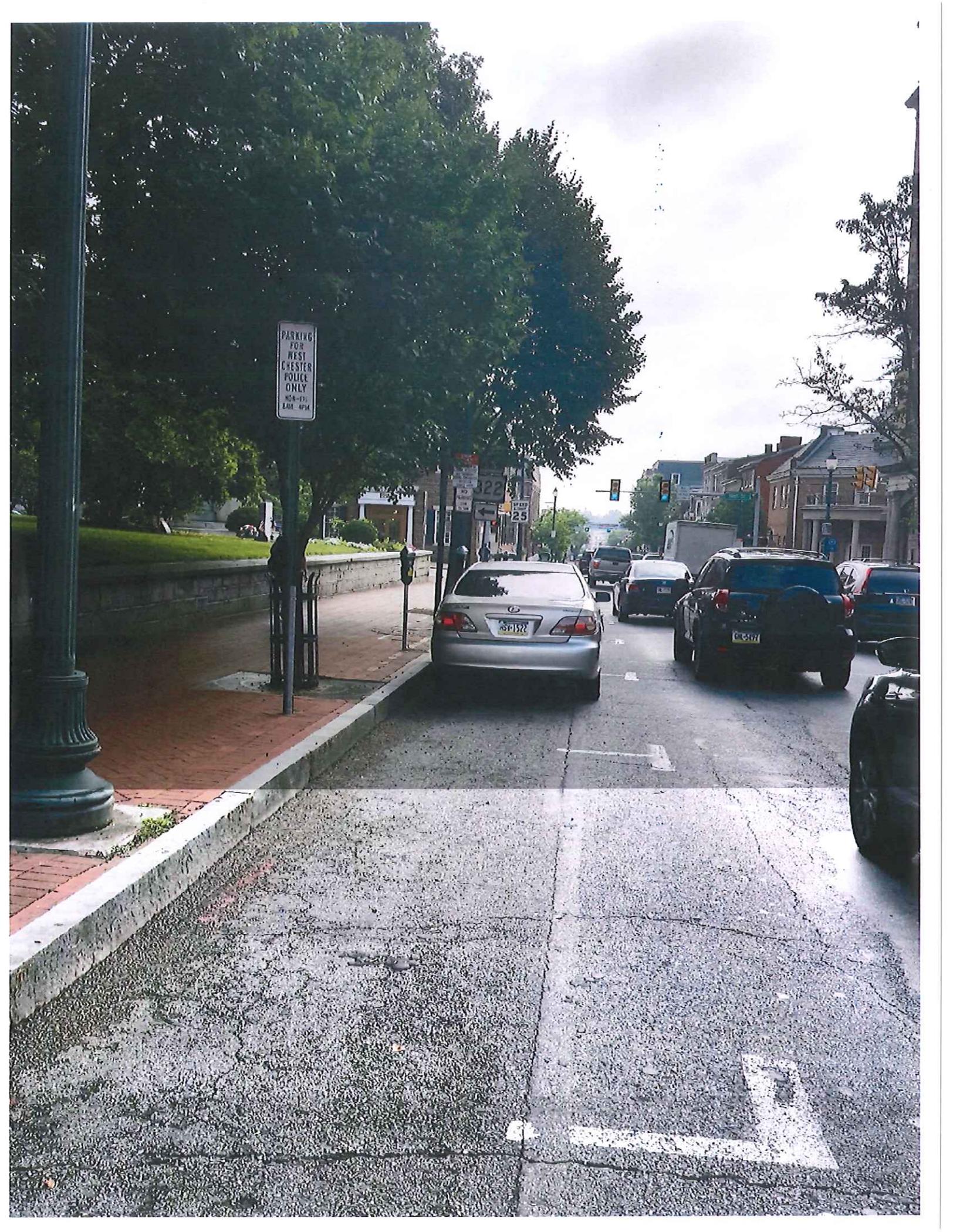
Criminal Court Hearings are scheduled for every Friday and that is the busiest day for WC Police.

I. Impact on Borough Finances

No impact.







PARKING FOR WEST CHESTER POLICE ONLY  
NOV-15  
APR-14

322

25

2SP1322

6R-5471

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Hector Mojica

DATE: July 12, 2016

I. Action to Be Considered by the Borough Council

County contract renewal for the Chestnut Street Parking Garage for 2016 thru 2018

II. Reason Why this Issue Needs Borough Council Consideration

The county is looking to renew their 2016 thru 2018 contract

III. Current Policy of Practice

Every two years county request for the Borough to renew their Chestnut Street Garage contract. County Employees.

IV. Other Background Information

The county makes this contract renew request every two years from the Borough.

I. Impact on Borough Finances

No impact.

## AGREEMENT TO PROVIDE PARKING

### AMENDMENT #2

This Amendment #2 is made this \_\_\_\_\_ day of \_\_\_\_\_, 2016 to the Agreement for Parking executed August 23, 2012 and amended August 20, 2014 by and between the BOROUGH OF WEST CHESTER, a governmental entity organized and existing under the laws of the Commonwealth of Pennsylvania, with offices at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter referred to as "Borough") and THE COUNTY OF CHESTER, a governmental entity organized and existing the laws of Commonwealth of Pennsylvania, with offices located at 313 West Market Street, West Chester, Pennsylvania 19380 (hereinafter referred to as "Chester County").

### WITNESSETH:

**WHEREAS**, The Borough is the owner of a multi-level parking building located on the corner of Chestnut and Walnut Streets (hereinafter referred to as the ("Chestnut Street Garage")) and

**WHEREAS**, Chester County desires to lease parking spaces in the Chestnut Street Garage for Chester County employees, and the Borough is willing to do so in accordance with terms of this Agreement.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **Agreement:** The Borough agrees to lease to Chester County up to sixty (60) parking spaces at the rate of \$50.00 per month per space.
2. **Term of Agreement:** The term of this agreement shall be for a period from September 1, 2016 to August 31, 2018.
3. **Number of Monthly Spaces:** The total number of monthly spaces that may be rented in the Chestnut Street Garage on a monthly basis during the term of this Agreement by Chester County shall be not more than sixty (60) spaces. That number may only be increased if acceptable to the Borough and Chester County and approved in an addendum agreement.
4. **Payment:** Chester County shall make payments monthly by remitting a check payable to "Imperial Parking", the Borough's contracted parking garage operator. Upon receipt of payment Imperial Parking shall issue the number of parking garage access cards that reflect the payment and the rate of \$50.00 per month per space. Payment shall be made payable to Imperial Parking but forwarded to West Chester Borough Parking Director, 401 East Gay Street, West Chester Pa. 19380 on or before September 1, 2016.

**IN WITNESS WHEREOF**, the parties have entered their duly authorized signature below on the date first set forth above.

COUNTY OF CHESTER:

By: \_\_\_\_\_  
Terence Farrell, Commissioner

By: \_\_\_\_\_  
Kathi Cozzone, Commissioner

By: \_\_\_\_\_  
Michelle Kichline, Commissioner

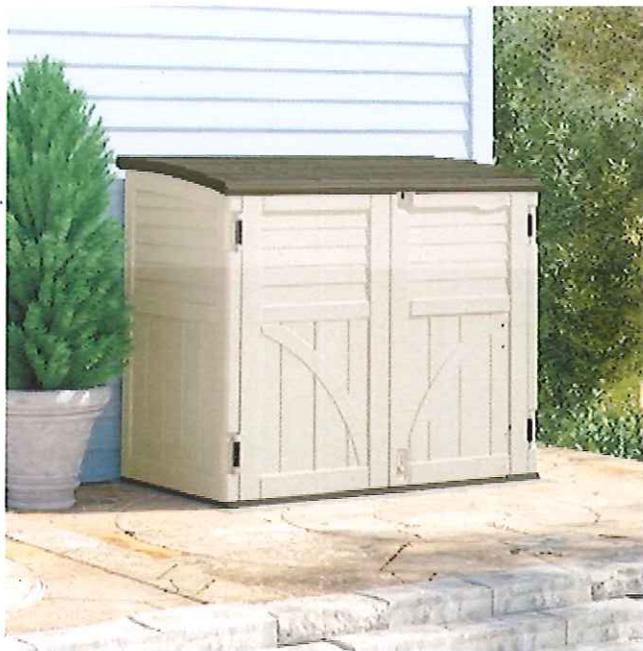
BOROUGH OF WEST CHESTER

\_\_\_\_\_  
Parking Director

\_\_\_\_\_  
Chester County Chief Clerk

Contract: \_\_\_\_\_

\_\_\_\_\_  
Date





No Good



OK For Placement

## Michael Taggart

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**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*



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**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

Battano

## Borough of West Chester HVAC Maintenance Proposal Sheet

### Yearly HVAC Preventative Maintenance Cost

- |   |                              |
|---|------------------------------|
| 1. Public Library Building<br>515 North Church Street   | \$ <u>1,680<sup>00</sup></u> |
| 2. Public Works Department Building<br>205 Lacey Street | \$ <u>2,100<sup>00</sup></u> |
| 3. Municipal Building<br>401 East Gay Street            | \$ <u>3,360<sup>00</sup></u> |
| 4. Total Yearly HVAC Preventative<br>Maintenance Cost   | \$ <u>7,140<sup>00</sup></u> |

Brandywine Valley

## Borough of West Chester HVAC Maintenance Proposal Sheet

### Yearly HVAC Preventative Maintenance Cost

- |   |                               |
|---|-------------------------------|
| 1. Public Library Building<br>515 North Church Street   | \$ <u>1,750<sup>.00</sup></u> |
| 2. Public Works Department Building<br>205 Lacey Street | \$ <u>1,720<sup>.00</sup></u> |
| 3. Municipal Building<br>401 East Gay Street            | \$ <u>4,500<sup>.00</sup></u> |
| 4. Total Yearly HVAC Preventative<br>Maintenance Cost   | \$ <u>7,970<sup>.00</sup></u> |

BE  
6-22-14



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](http://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

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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
<b>Total Costs</b>	<b>\$277,778.00</b>	<b>\$250,000.00</b>	<b>\$27,778.00</b>

**, 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

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COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: \_\_\_\_\_  
KENNETH R. REISINGER  
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Approved as to Legality and Form

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Vendor ID# \_\_\_\_\_ 139020  
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Department of Environmental Protection  
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\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Comptroller

\_\_\_\_\_  
Date of Encumbrance

# SCL800SM-3X

## "One Man Operation" Leaf Collector



**ODB Company**

**Municipal Products Since 1910**

**800-446-9823**

[www.leafcollector.com](http://www.leafcollector.com)

- 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.





# 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" transfective 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

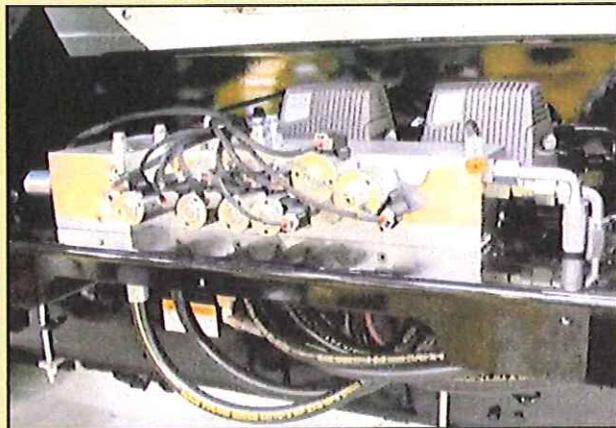
ODB's 3 axis boom is supported on its own tubular steel mount. This keeps the weight of the boom off the blower housing making for a sturdier boom. The boom support is hinged to allow the blower housing face to be removed without having to remove the entire boom assembly or without having to disconnect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



# "One Man Operation" Leaf Collector

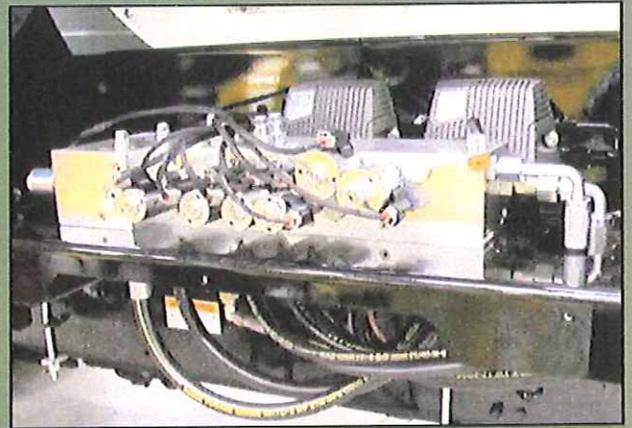
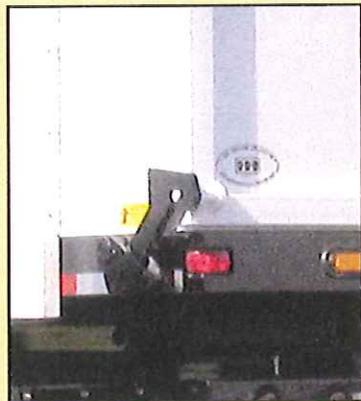
## MULTI FUNCTION, PROPORTIONAL VALVE BODY

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.

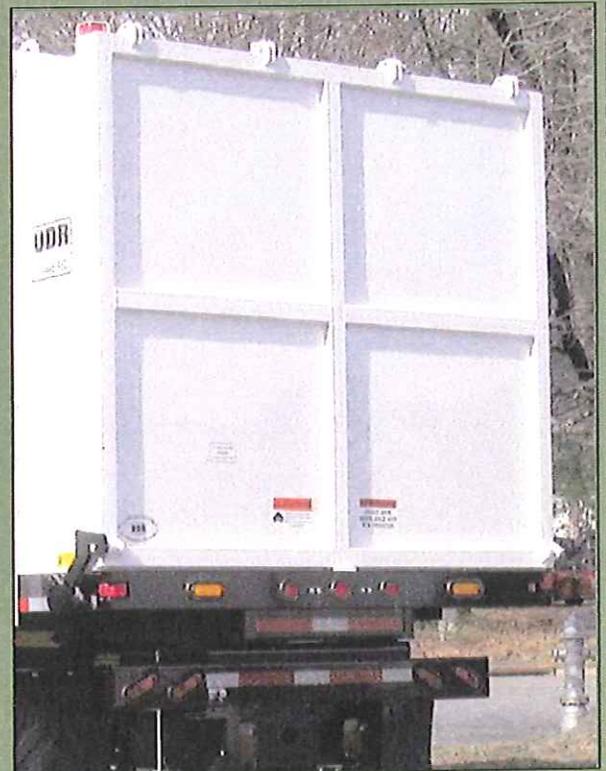


## AUTOMATIC DOOR LATCH

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.



**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.



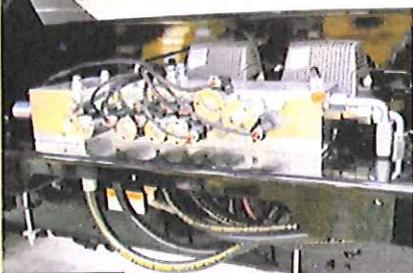
**ODB Company**  
Municipal Products Since 1910

# 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 (Freight-liner trucks) of the truck for great access. The proportional joystick controls the boom direction, speed, engine throttle and box container dump.

**ODB Company**  
**Municipal Products Since 1910**

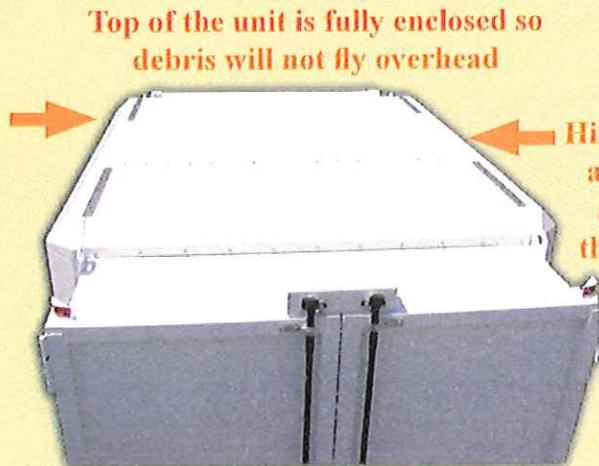
# Bottom Exhaust System (Add-On Option for SCL800 units)

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



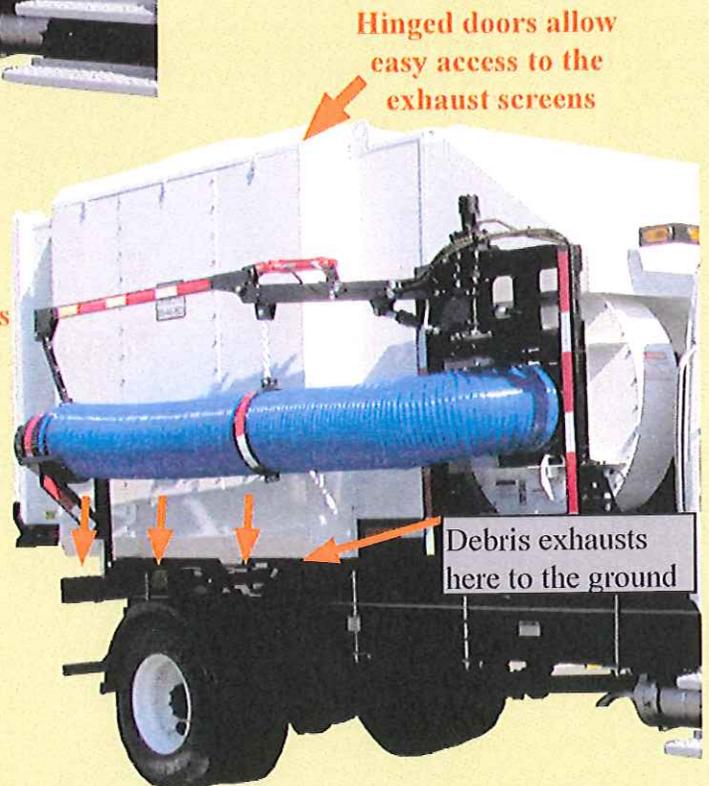
Air is vented through heavy duty mesh screens mounted in the top of the box and then directed to the sides by all steel duct work and is exhausted on to the ground.

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



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

Hinged doors allow easy access to the exhaust screens



Hinged doors allow easy access to the exhaust screens

Debris exhausts here to the ground



**ODB Company**  
Municipal Products Since 1910

# 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 fatigue and leaves are collected up to 25% faster than with traditional leaf crew units.



**ODB Company**  
**Municipal Products Since 1910**



# SCL800SIM-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" transfective 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**  
2" diameter with 6 gusseted blades constructed of 3/8" thick abrasive resistant 51 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 auxiliary drive. The proportional hydraulic valve body provides the operator with precise and adjustable speed control. Multi-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

**All specifications subject to change without notice.**



## Commonwealth Computer Recycling LLC

1628 Roseytown 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.ccrecyber.com

### Client background:

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

### CCR qualifications:

<b>Certifications:</b>	R2-RIOS, PADEP permit, SBA certified small business
<b>Insurance:</b>	Coverage includes general liability, data breach liability, pollution, workers compensation, vehicle; PADEP bonded
<b>Compliance:</b>	Compliant with DOD, HIPAA, SOX, GLBA, FACTA, NIST
<b>Additional information:</b>	<ul style="list-style-type: none"> <li>• 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</li> <li>• Clients include educational and government institutions, small businesses and Fortune 500 companies. See Appendix A for references</li> <li>• Project Supervisor is Serdar Bankaci, the founder and owner of Commonwealth Computer Recycling LLC</li> <li>• 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</li> </ul>

### Project scope:

<b>Prepared by:</b>	Joe Connors, VP of Business Development
<b>Items for processing:</b>	

	<b>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.</b>
<b>Project description:</b>	<p>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):</p> <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Electronics waste recycling</li> <li><input type="checkbox"/> Environmental annual impact report</li> <li><input checked="" type="checkbox"/> Certificate of recycling</li> <li><input type="checkbox"/> Asset report, including certificate of destruction</li> <li><input type="checkbox"/> On-site hard drive shredding</li> <li><input type="checkbox"/> Off-site hard drive shredding</li> <li><input type="checkbox"/> Secured warehouse storage</li> <li><input type="checkbox"/> Universal waste disposal (lighting, batteries)</li> <li><input type="checkbox"/> Containerization</li> <li><input checked="" type="checkbox"/> Transportation</li> </ul>
<b>Transportation, recycling and disposal of material:</b>	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
<b>Price:</b>	<p><b>Transportation Charge: \$ 125.00</b>  <b>EPA FEE \$50.00</b>  <b>UPS Units \$10.00 each</b>  <b>All e waste including TV/CRT at 20 cents per pound.</b></p> <p><b>Payment terms: Net 10 days.</b></p>
<b>Additional information:</b>	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: <i>Joe Connors</i>
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](mailto:Nancy.wilkinson@gsa.gov)

Data Networks  
309 International Circle  
Hunt Valley, MD 21030  
Rich McCoy 800-283-6387  
[rmccoy@datanetworks.com](mailto:rmccoy@datanetworks.com)

Armstrong Group  
1 Armstrong Place  
Butler, PA 16001  
Sean Powell 724-283-0925 ext. 50341  
[spowell@agoc.com](mailto:spowell@agoc.com)

**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:**

<b>1. TRASH AND RECYCLING COLLECTION</b>	<b>WEEKLY HOURS</b>
(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
<b>2. STREET SWEEPING (1 Employee)</b>	<b>50</b>
<b>3. FLEET AND EQUIPMENT MAINTENANCE</b> (3 Employees)	<b>120</b>
<b>4. JANITORIAL FOR MUNICIPAL BLDG.</b> (2 Employees)	<b>80</b>
	-----
	Total Hours= 574

**Net available manpower/hours per week remaining:**

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

**Basic Core Routine Maintenance per week:**

<b>5. STORM AND SANITARY SEWER MAINTENANCE</b> (4 Employees)	160
<b>6. STREET AND ALLEY MAINTENANCE</b> (5 Employees)	200
<b>7. BUILDINGS, PARKS, PLAYGROUND AND ALL MISCELLANIOUS TASKS (4 Employees)</b>	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
- Televis 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
- Televis 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.**

Iron Hill Twilight Race 8/20/16

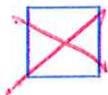
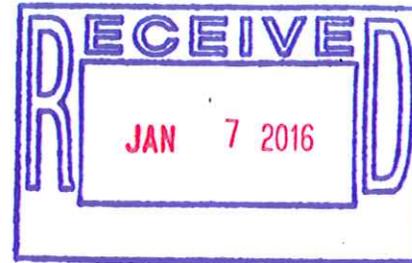
Special Event, Race, Public Assemblage Permit Checklist 2016



BOROUGH OF WEST CHESTER  
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version



Completed and signed application



Description of event



Map of event and address



List of Food Vendors, with Chester County Health Dept. licenses (if applicable)

*confirming*



List of Subcontractors with Insurance Certificates

*pending*

- All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"



Borough Services requested

*Police - Traffic & Security  
P.W. - Waste Mgmt.*

- Provide description



Applicant Certificate of Insurance

*rec'd 7/15/14 \* see others*

- All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"



Application fee (cash, check, or money order)

*✓ #9650 \$250.00*

- Application fee is NON REFUNDABLE



Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)

*rec'd 6/20/14*



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. Chamber of Commerce of Greater WC

Date applications was submitted to the Borough 1/7/16

Main Contact Name MAC Neilon or mark yodee Cell phone 484-888-8138 - mac

Home phone 610-430-6140 email MAC@penofficeproducts.com or Mark@qwcce.com

Main Contact address 119 N. HIGH ST. 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 IRON Hill Twilight Race Series

Date/s of event and times 8/20/16 4pm - 10pm

Set up and breakdown times for event set up 1pm - 4pm Breakdown 10pm - 12pm

Description of event (use separate sheet of paper if needed) 12pm - 3pm 9pm - 11pm

Series of Bike Races - Pro AND Amateur Racing

on .6 mile loop. Vendors on High Street.

Street Festival on Market St. between Darlington + Church St.

as of 7/15/16

Event info cont'd

Type of Event: Walk/Run  Parade  Block Party  Festival

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

Bike Race

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

Address - Start Finish at HIGH + GAY streets - to Church to Market to Market streets.

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? 20,000

Total number of workers/volunteers/marshals for event? 200

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? 20

- 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 3<sup>rd</sup> 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.

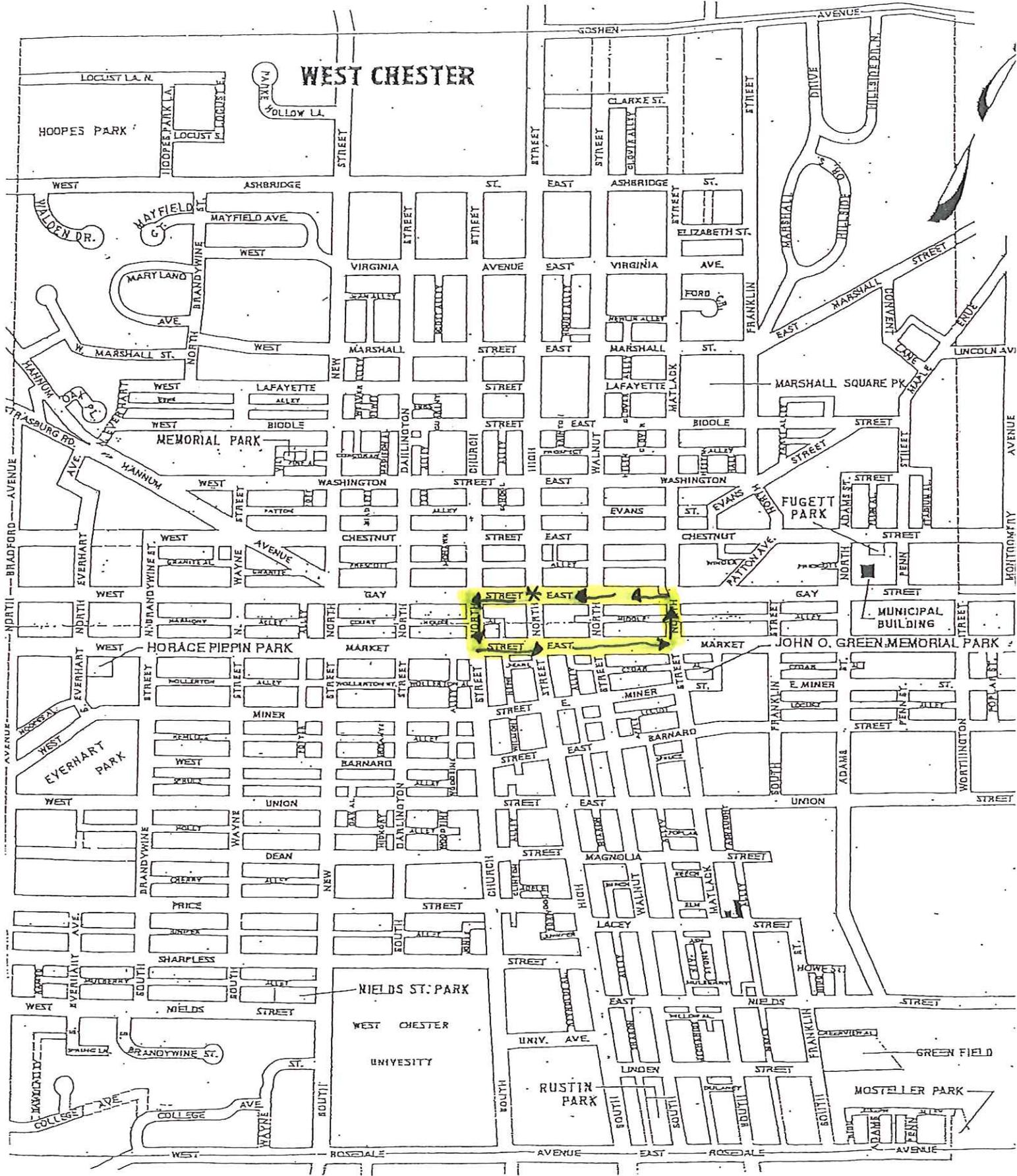
## Sub-Contractors

All Event Party Rental - Tom Mand

Swagger Inc - Race organizer

Fence Authority

# WEST CHESTER



## Street Closures

Gay Street From Matlack to Church St.

Market Street From New to Matlack

Darlington From Market to Gay

Church From Market to Chestnut

High Street From Minea to Chestnut

Walnut From Market to Chestnut

Matlack From Market to Gay

Event info cont'd

Signature of applicant: x Man heil Date: 1/7/16

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.



June 27, 2016

Michael A. Cotter  
Borough Manager  
Borough of West Chester  
401 East Gay Street.  
West Chester, Pa 19380

Dear Mr. Cotter;

As manager of CHESCOBUS's SCCOOT route, the Transportation Management Association of Chester County was recently contacted by Mac Neilon informing us of two community events that may require bus re-routing and/ or service delays;

1. The Greater West Chester Chamber of Commerce's Iron Hill Twilight Criterium on August 20, 2016 from 12:00pm to 11:00pm. Any bus service crossing or traveling on Gay, Market or High Streets between Matlack and New Streets will be interrupted.
2. The Rotary Club of West Chester's Annual Chili Cook-off on October 9, 2016 from 6 am to 6 pm. Any bus service crossing or traveling on Gay Street between Matlack and New Streets will be interrupted.

As of Saturday July 2, 2016 Saturday SCCOOT service will be eliminated.

We will forward the following information to Krapf and SEPTA for their bus servicing planning preparations.

Sincerely,

A handwritten signature in blue ink, appearing to read "P. Timothy Phelps", is written over a large, stylized blue scribble.

P. Timothy Phelps  
Executive Director  
Transportation Management Association of Chester County

cc: G. Krapf, Krapf Coaches  
M. Cassel, SEPTA

2015

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.

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: 12/24/15 Name of Organization: Chamber of Commerce of Greater WC

Point of Contact Name and Phone # (include alternate phone #): MAC Neilson 610-431-0140 or MARK Yoder 610-696-4046

Point of Contact Address: 119 N. High St. WC 19380

E-Mail Address: MAC@pennofficeproducts.com or MARK@gwcc.org

Type of Event Planned: Race  Parade  Block Party   
Festival  Film Event  March/Rally

Other (please fully explain):  \_\_\_\_\_

Date of Event: 8/20/16 Start Time: 1:00 PM End Time: 11:00 PM

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:

SAME AS PREVIOUS YEAR. SEVERAL BIKE RACES, INCLUDING KIDS RACE, AMATEUR MENS, PRO WOMENS + PRO MENS RACES. VENDOR TABLES ON HIGH STREET BETWEEN GAY + MARKET STREETS. TRAFFIC CONTROL NEEDED.

2015

Number of personnel participating in event: 200 Estimated number of persons attending event: 20,000

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

RACES start At High + Gay street west bound to Church St south bound to Market street  
East bound to Matlack street north bound Back to High + Gay - Circuit Bank various  
times depending on RACE level.

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: 175

Signature of Requestor: Max Heiler Date: 10/29/15

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: \_\_\_\_\_



Chamber of Commerce  
of Greater West Chester, Inc.  
119 N. High Street  
West Chester, PA 19380

SUSQUEHANNA BANK  
WEST CHESTER, PA  
60-912/313

9658

12/29/15

PAY TO THE  
ORDER OF

Borough of West Chester

\$ 250.00

Two Hundred + Fifty Dollars

250.00

DOLLARS

Two signatures required for amounts over \$1,000

*[Handwritten Signature]*

MEMO 2016 Bike Race Permit

⑈009658⑈ ⑈031309123⑈

⑈226213⑈

Chamber of Commerce of Greater West Chester, Inc.

9658



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/14/2016

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).

<b>PRODUCER</b> Fairly Consulting Group, LLC 1800 S. Washington, Suite 400 Amarillo, TX 79102	<b>CONTACT NAME:</b> Fairly Group Certificates	
	<b>PHONE (A/C, No, Ext):</b> (806) 376-4761	<b>FAX (A/C, No):</b> (806) 337-1859
<b>E-MAIL ADDRESS:</b> certs@fairlygroup.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Lexington Insurance Company		<b>19437</b>
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
  
 USA Cycling, Inc.  
 210 USA Cycling Point, Suite 100  
 Colorado Springs, CO 80919

## COVERAGES

## CERTIFICATE NUMBER:

## 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: <b>EVENT</b>			015375404	12/31/2015	12/31/2016	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ Excluded
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

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

Job 2016-2232

Endorsement NAMEDINSD (02/94) NAMED INSURED AMENDMENT: Event Organizers and/or Promoters are Named Insureds. It shall be a condition of coverage that all organizers/promoters for whom coverage is afforded under this policy execute a USAC Event Permit Application and coverage will be afforded only for the specific event and date on the permit.

The General Liability policy includes a blanket automatic additional insured endorsement that provides additional insured status to the certificate holder only when there is a written contract between a named insured and the certificate holder that requires such status. Please see attached endorsement LX4309 SEE ATTACHED ACORD 101

## CERTIFICATE HOLDER

## CANCELLATION

Borough of West Chester  
 401 E. Gay Street  
 West Chester, PA 19380

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



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>Fairly Consulting Group, LLC</b>		NAMED INSURED <b>USA Cycling, Inc.</b> 210 USA Cycling Point, Suite 100 Colorado Springs, CO 80919	
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:  
 (06/14) - Additional Insured - Designated Person or Organization.

Event Number: 2016-2232  
 Event Name: Iron Hill Twilight Race Series  
 Event Location: West Chester, PA  
 Event Date(s): 08/20/2016  
 Includes Kids Fun Ride

ENDORSEMENT # 006

This endorsement, effective 12:01 AM 12/31/2015

Forms a part of policy no.: 015375404

Issued to: USA CYCLING, INC.

By: LEXINGTON INSURANCE COMPANY

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

(Based on CG2026 04/13)

This endorsement modifies insurance provided by the following:

**COMMERCIAL GENERAL LIABILITY POLICY**

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)

**AS REQUIRED BY WRITTEN CONTRACT**

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;  
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.



---

**Authorized Representative**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2016

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.

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<b>PRODUCER</b> Arthur Hall Insurance 101 East Chestnut Street P.O. Box 512 West Chester PA 19381-0512		<b>CONTACT NAME:</b> Melissa Phillips, CISR <b>PHONE (A/C, No, Ext):</b> (610) 696-2394 <b>FAX (A/C, No):</b> (610) 436-9675 <b>E-MAIL ADDRESS:</b> mphilips@arthurhall.com															
<b>INSURED</b> TLME Corp., DBA: Taylor Rental Media 101 State Road Media PA 19063-1584		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Ins Co</td> <td>19682</td> </tr> <tr> <td>INSURER B: The Hartford</td> <td></td> </tr> <tr> <td>INSURER C: The Phoenix Insurance Company</td> <td>25623</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Ins Co	19682	INSURER B: The Hartford		INSURER C: The Phoenix Insurance Company	25623	INSURER D:		INSURER E:		INSURER F:	
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INSURER D:																	
INSURER E:																	
INSURER F:																	

**COVERAGES** CERTIFICATE NUMBER: MASTER CERT 2016-2017 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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		39UUNOK2087	4/12/2016	4/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGED TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			39UUNOK2087	4/12/2016	4/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			39HHUOK2089	4/12/2016	4/12/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-0H717823-16-42	4/12/2016	4/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Date of Event: Saturday August 20th 2016. The Borough of West Chester is Additional Insured when required by written contract in accordance with the policy provisions.

**CERTIFICATE HOLDER****CANCELLATION**

Borough of West Chester 401 E. Gay Street West Chester, PA 19380	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 M M. Phillips, CISR/M <i>Melissa Phillips</i>

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*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

Completed and signed application



Description of event

Map of event and address

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 7/8/16*

- All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"

Borough Services requested

*WCPB / WCPW / Parking*

- Provide description

Applicant Certificate of Insurance

*rec'd 7/12/16*

- All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"

Application fee (cash, check, or money order)

*# 32009 \$100.00*

- Application fee is NON REFUNDABLE *# 33591 \$150*

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 6<sup>th</sup> 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**

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**

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 3<sup>rd</sup> 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:

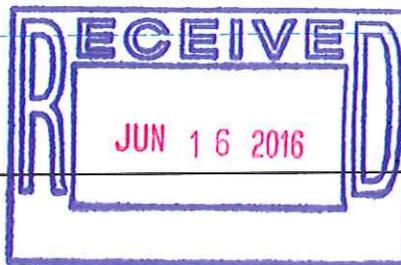
Police Security  Police Traffic Control  Police Traffic Diversion

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



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: 3w. 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.

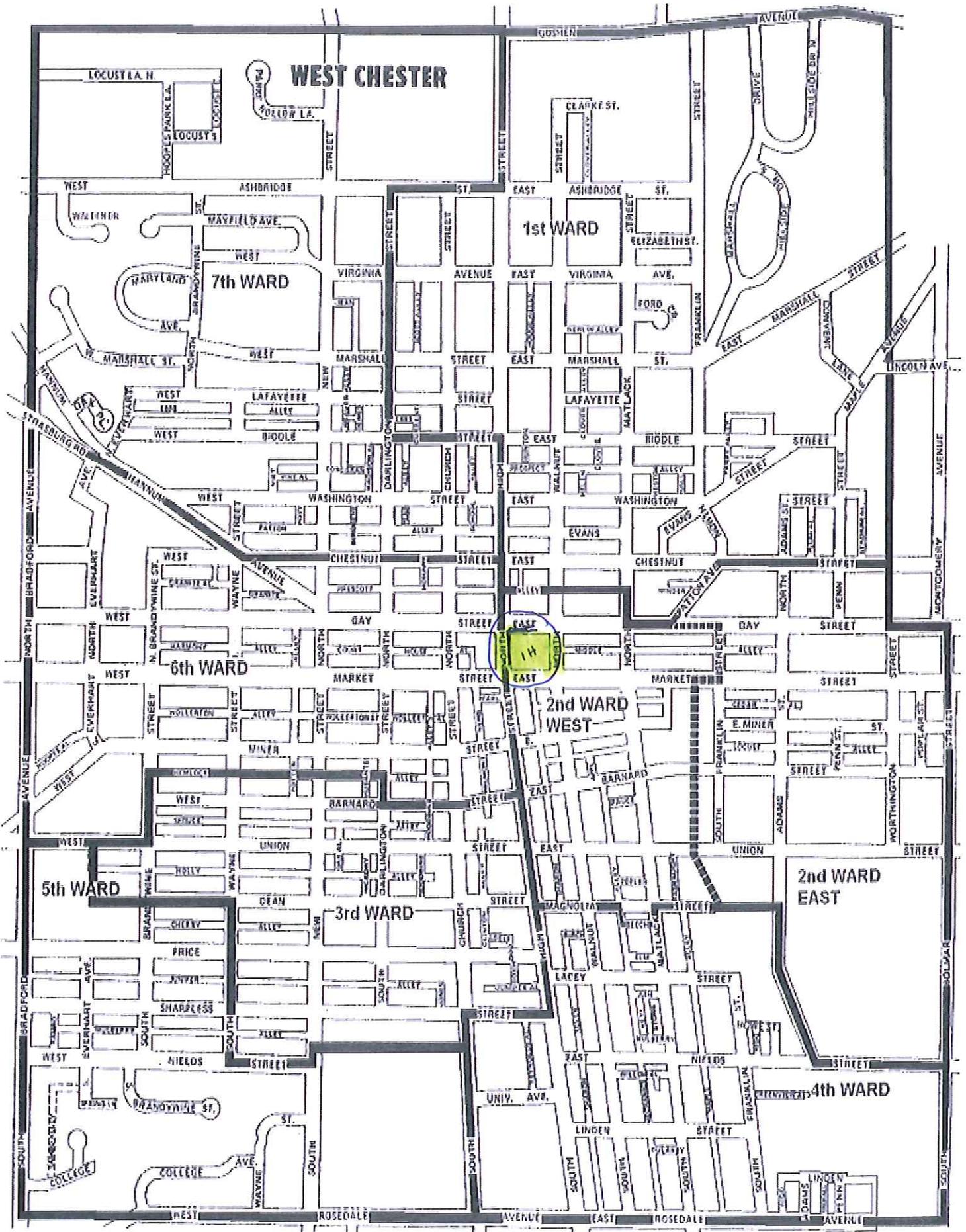
**3<sup>rd</sup> party vendors we use to help run event:**

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

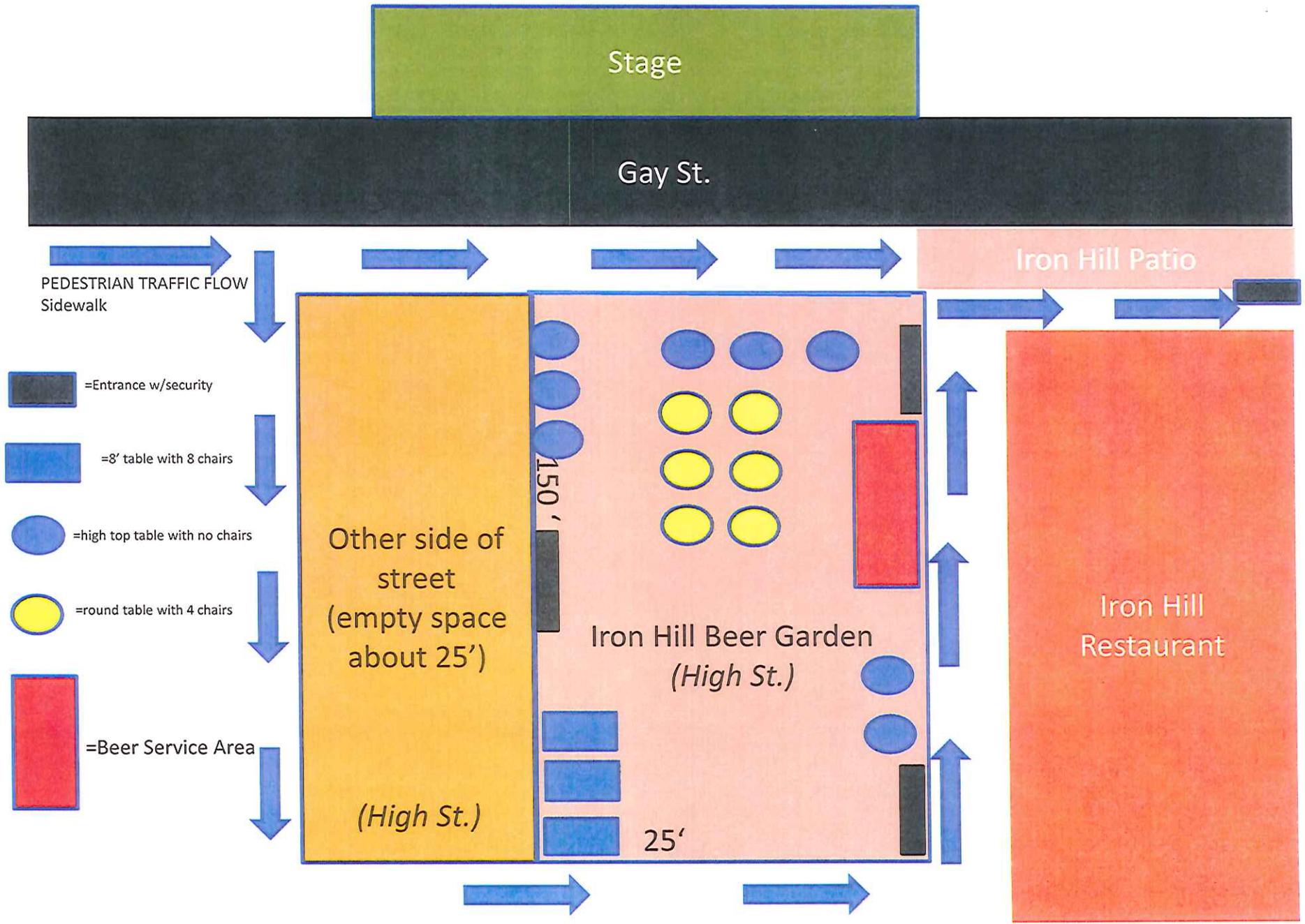
Eva Manko- flowers/decorations

Kennys Flowers- flowers

Ice butler- ice, refrigerated truck



WEST CHESTER BOROUGH VOTING WARDS







# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/8/2016

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PRODUCER Arthur Hall Insurance 101 East Chestnut Street P.O. Box 512 West Chester PA 19381-0512	CONTACT NAME: <b>Melissa Phillips, CISR</b>	
	PHONE (A/C, No, Ext): (610) 696-2394 FAX (A/C, No): (610) 436-9675 E-MAIL ADDRESS: mphilips@arthurhall.com	
INSURED TLMES Corp., DBA: Taylor Rental Media 101 State Road Media PA 19063-1584	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: <b>Hartford Fire Ins Co</b>	19682
	INSURER B: <b>The Hartford</b>	
	INSURER C: <b>The Phoenix Insurance Company</b>	25623
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER MASTER CERT 2016-2017 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			39UUNOK2087	4/12/2016	4/12/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			39UUNOK2087	4/12/2016	4/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			39HHUOK2089	4/12/2016	4/12/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-0H717823-16-42	4/12/2016	4/12/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Date of Event: Saturday August 20th 2016. The Borough of West Chester is Additional Insured when required by written contract in accordance with the policy provisions.

<b>CERTIFICATE HOLDER</b>  Borough of West Chester 401 E. Gay Street West Chester, PA 19380	<b>CANCELLATION</b>  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  M M. Phillips, CISR/M <i>Melissa Phillips</i>

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# CERTIFICATE OF LIABILITY INSURANCE

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

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PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 40 W. Front St. Media PA 19063	CONTACT NAME: Tamiaka Nuble	FAX (A/C, No): 610-565-1388	
	PHONE (A/C, No, Ext): 610-548-5106	E-MAIL ADDRESS: tamiaka_nuble@ajg.com	
INSURED Iron Hill Brewery, LLC 2502 W 6th Street Wilmington, DE 19805	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : MEMIC Indemnity Company		11030
	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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	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 <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> 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	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> 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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	3102804667	1/4/2016	11/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
			N/A				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

### CANCELLATION

Great West Chester Chamber of Commerce Iron Hill Twilight Criterium 3 W. Gay Street West Chester PA 19380	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 <i>Judith I. Frederick</i>

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**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: \_\_\_\_\_



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,

A handwritten signature in black ink, appearing to read 'Frank W. Miller'.

Frank W. Miller, Chief  
Licensing Evaluation Division

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

FWM:cas



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



60-7269/2313

6/3/2016

32809

PAY TO THE ORDER OF Borough of West Chester

\*\*\*\*\* One Hundred Dollars and 00 Cents

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

TWO SIGNATURES REQUIRED OVER \$30,000.00

*[Signature]*

MP

MEMO

⑈032809⑈ ⑆2337269⑆

999501486⑈

32809

IRON HILL BREWERY, LLC  
 Vendor ID  
 BOR W/C  
 Name  
 Borough of West Chester

Check Date  
 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

PAPER CONTAINS TONER ADHESION PROPERTIES

DOCUMENT INCLUDES VISIBLE FIBERS, CHEMICAL RESISTING PROPERTIES AND FEATURES A FULL HOLOGRAM

STATE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE INK IMAGE DISAPPEARS WITH HEAT

Security Features Included. Details on back

33591



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



60-726912313

7/11/2016

PAY TO THE ORDER OF Borough of West Chester  
One Hundred Fifty Dollars and 00 Cents

\$ 150.00

DOLLARS

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

TWO SIGNATURES REQUIRED OVER \$30,000.00

MEMO

⑈033593⑈ ⑆233372593⑆ 9995014866⑈

33591

IRON HILL BREWERY, LLC

Vendor ID BOR W/C  
Name Borough of West Chester

Check Date 7/11/2016

Invoice Number	Date	Amount	Amount Paid	Discount	Net Amount Paid
BIKE RACE '16-PERMI	7/8/2016	\$150.00	\$150.00	\$0.00	\$150.00

\$150.00

\$150.00

\$0.00

\$150.00

PAPER CONTAINS TONER ADHESION PROPERTIES

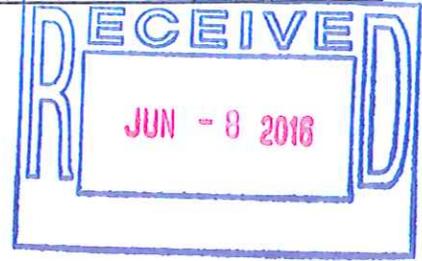
DOCUMENT INCLUDES VISIBILE INK, CHEMICAL REACTIVE PROPERTIES AND REMANESCENT INK PROGRAM

CRUZE WATERMARK PAPER - HOLD TO LIGHT TO VIEW

HEAT SENSITIVE RED IMAGE DISAPPEARS WITH HEAT

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.

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 800-912-0808  
Point of Contact Address: 2502 West 6<sup>th</sup> 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, high top 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: [Signature] Date: 6/2/14

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: \_\_\_\_\_



**RESOLUTION # 10- 2016**

**RESOLUTION TO AUTHORIZE AND SUBMIT THE GREENLIGHT GO AGREEMENT**

**BE IT RESOLVED**, that borough Council of West Chester Borough, Chester County, and it is hereby resolved by authority of the same, that the Council President of the West Chester Borough is authorized and directed to submit the attached Green Light-Go Agreement to the Pennsylvania Department of Transportation and to sign this Application on behalf of the municipality.

**Resolution** adopted at a regular meeting of Borough Council, held on the 20th day of July 2016.

ATTEST:

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Michael A. Cotter  
Borough Manager

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Ellen B. Koopman  
Council President

**BOROUGH COUNCIL**

Ellen B. Koopman, Esq.  
**President**

Jordan C. Norley  
**Vice President**

E. Brian Abbott  
W. Donald Braceland  
James A. Jones  
Diane C. LeBold  
William J. Scott Jr., Esq.  
21 July 2016



**Municipal Building**  
401 East Gay Street  
West Chester, Pa 19380

(610) 692-7574  
(610) 436-0009 - Fax  
www.west-chester.com

Carolyn T. Comitta  
**Mayor**

Michael A. Cotter  
**Borough Manager**

Valerie S. Temino  
Municipal Services / ARLE Project Manager  
Pennsylvania Department of Transportation Engineering District 6-0  
7000 Geerdes Boulevard  
King of Prussia, PA 19406

**Re: Bradford and Hannum Avenues Pedestrian Improvement ARLE Grant**

Dear Ms. Temino:

The Council of the Borough of West Chester voted unanimously at its 20 July 2016 meeting to authorize the submission of a joint Automated Red Light Enforcement Program Project Funding Agreement, in conjunction with East Bradford Township, for a series of pedestrian safety improvements at the intersection of Bradford and Hannum Avenues. East Bradford will act as the lead agency for this joint application.

Should you have any questions, or need any additional information, please feel free to contact me.

Best regards,

Michael A. Cotter  
Borough Manager

Cc: Michael Lynch, East Bradford Township