

This meeting is being audio recorded for the public record.

## Borough Council Worksession Meeting Agenda

August 16<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. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda
4. Presentations by finalists for Borough Municipal Building Renovation Design Proposal
5. Consider moving the November 8<sup>th</sup> Committee Meetings to alternate date.  
(Kaizen Committee recommended approval - 3-0 to move meeting to November 11, 2016)
6. Consider moving December Committee Meetings, Council Worksession and Council meeting up one week to avoid holiday week.  
(Kaizen Committee recommended approval – 3-0 to move meetings to the 1<sup>st</sup> and 2<sup>nd</sup> week of December)
7. Consider Penn Beer Banner Permit for Clydesdales Event – (W. Gay St. 8-19-16 thru 9-6-2016)
8. Consider appointing voting delegate and an alternate to the 2016 Resolutions Committee Meeting, October 4-6<sup>th</sup> in Lancaster PA.
9. Consider Resolution authorizing issuance of individual procurement cards
10. Consider Chamber of Commerce Special Event consideration proposal  
(Finance Committee recommended approval – 2-1)
11. Consider 7 parking spaces requested by BenchMark Construction for a period of 10 – 12 months (400 N. Walnut St.)  
(Parking Committee recommended approval 3-0)
12. Consider adding handicapped sign at 208 W. Barnard Street  
(Parking Committee recommended approval 3-0)
13. Consider appointing Amelia Rayburn to the West Chester Library Board  
(Public Works/Recreation/WW Committee recommended approval 3-0)

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14. Consider Special Event Permits:
  - a. North Adams St. Block Party – 8-27-16
  - b. Penn Beer Clydesdale Parade – 9-2-16
  - c. ChesCo Hospital Foundation Heart and Soul – 5k – 9-17-16  
(Public Works/Recreation/WW Committee recommended approval 3-0 pending WCPD final approval)
  
15. Consider appointing Jordan Ludwick to the WC Recreation Commission – (term would be until January 2019)  
(Public Works/Recreation/WW Committee recommended approval 3-0)
  
16. Consider 2016 street reconstruction and resurfacing bids  
Public Works/Recreation/WW Committee recommended award to low bidder  
Innovative Construction Services  
(Public Works/Recreation/WW Committee recommended approval 3-0)
  
17. Discuss Certificates of Appropriateness:
  - a. 233 N. Church Street – Michael Wallacavage  
Replace dormer windows on front façade  
**Approved as presented**
  
  - b. 142 W. Market Street – Brad Markowitz  
Install building mounted sign on front façade  
**Approve with conditions: Sign will be approx. 1-1/2 brick courses below existing sign and fastened into the mortar joints**
  
  - c. 200 N. Church Street – WC Housing LLC  
Install vinyl replacement windows on both Church Street façade and Chestnut Street (this application is retroactive – the vinyl windows have already been installed).  
**Denied – Tabled**  
**See attached memo requesting extension until September 21, 2016**
  
  - d. 7 W. Gay St. – Calios King  
Install new awning cover on existing awning frame  
**Approve with conditions: Text on apron of awning will say “The Calzone King”**
  
  - e. 122 E. Gay Street – Opa Opa Restaurant  
Remove section of kitchen exhaust ductwork at rear of façade and install two new sections  
**Approve with conditions: Ductwork be installed in either location presented, but shall be painted to match building façade**
  
  - f. 31 S. High Street – Rosana Chiple Law Office  
Install 2 hanging signs on existing sign bracket  
**Approved with conditions: Fields of the signs will be off-white or ivory**

**(Smart Growth Committee recommended 3-0 to approve, except “C – 200 N. Church Street)**

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18. Consider approval to advertise hearing date for a proposed amendment to Chapter 112, Section 40;C(4) – “Use Regulations” – to exclude residential occupancies from the Industrial District.
19. Consider approval of July minutes
20. Zoning Appeals: - none
21. Public Comment

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**UPCOMING MEETINGS:**

August 17<sup>th</sup>, 2016 – Council Executive Session – 6pm

August 17<sup>th</sup>, 2016 – Council Meeting – 7pm

- 1) Presentation by Mayor – Peace Proclamation acknowledging the 2016 International Day of Peace
  
- 2) Presentation by Jacquelyn Taylor, Executive Director, The COAD Group, Chester County’s Mental Health First Aid Program

Tuesday	8-16-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	8-17-2016	Council Executive Session	6:00 pm	Council Chambers
Wednesday	8-17-2016	Council Meeting	7:00 pm	Council Chambers
Tuesday	8-23-2016	Planning Commission Worksession	6:30 pm	Room #240
Thursday	8-25-2016	Sustainability Committee	6:00 pm	Council Chambers
Thursday	8-25-2016	HARB		
Tuesday	8-30-2016	Planning Commission	6:30 pm	Council Chambers
Thursday	8-31-2016	Comp Plan Committee	6:00 pm	Room #240
Wednesday	9-7-2016	West Chester Railroad Commission	7:00 pm	Council Chambers
Wednesday	9-7-2016	Recreation Commission Committee	6:30 pm	Room #234
Tuesday	9-13-2016	BID Board	8:00 am	119 N. High St.
Tuesday	9-13-2016	Public Works/Recreation/ WW Committee	5:30 pm	Council Chambers
Tuesday	9-13-2016	Kaizen Committee	6:30 pm	Council Chambers
Tuesday	9-13-2016	Parking Committee	7:30 pm	Council Chambers
Wednesday	9-14-2016	Public Safety Committee	5:30 pm	Council Chambers
Wednesday	9-14-2016	Finance Committee	6:30 pm	Council Chambers
Wednesday	9-14-2016	Smart Growth Committee	7:30 pm	Council Chambers
Monday	9-15-2016	Shade Tree Commission	6:30 pm	Room #240
Tuesday	9-20-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	9-21-2016	Public Hearing “Busking Ordinance”	6:00 pm	Council Chambers
Wednesday	9-21-2016	Council Meeting	7:00 pm	Council Chambers



Borough of West Chester  
401 East Gay Street  
West Chester, PA 19380  
610-692-7574  
[www.west-chester.com](http://www.west-chester.com)

### 2016 BANNER APPLICATION

**General:** Banners shall be permitted to promote community events only (e.g., non-profit, charitable, educational, fraternal, civic, or service organizations). Banners promoting business and commercial enterprises are not permitted.

Installation dates will not be reserved until the application is completed in its entirety and submitted at least **45** days in advance of desired date. **A banner application requires approval by Borough Council at a public meeting.**

#### Applicant Information:

Name: ↪ Penn Beer Sales + Service  
Organization: ↪ Sarah Razonale  
Address: 401 Domino Lane, Phila., PA. 19128  
Phone: 215-779-1986 Email: Srazionale@pennbeer.com

An application executed on behalf of a corporation, partnership, association or a not-for-profit must be executed by the Chief Executive.

#### Requested Dates:

Requested Installation Date: 8/19/2016  
Requested Removal Date: 9/15/2016

#### Installation Information:

Organization responsible for Installation and Removal of Banner: Penn Beer Sales + Service  
Contact Person: Darren Ryals  
Phone Number: 215-779-1990  
E-Mail: DRyals@pennbeer.com

#### Content & Text Description: (Include Picture of proposed banner. Exact wording required)

The World Famous Budweiser Clydesdales are Coming!  
Friday, September 2nd 2016.

**Requested Location Information:**

3 West Gay Street (28' 3")

22 West Market Street (42' 10")

2 North High Street (45' 3")

36 East Market Street (36' 1')

Distances are measured from "pole to pole". All banner lengths should be 6 feet less than the length listed to allow for tying off at each end.

**BANNER CONSTRUCTION DESIGN REQUIREMENT**

1. Minimum/Maximum height: 24 inches to 36 inches
2. All banners will be created of at least 18 ounce vinyl.
3. Metal grommets installed at all four corners and across the top edge of the banner to secure the banner to the guide line.
4. Grommets should be spaced no more than 30 inches apart across the top edge of the banner.
5. All banners should have reinforced corners to protect against wind damage.

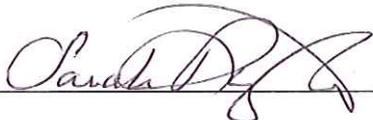
**REGULATIONS AND CONDITIONS DISPLAY OF BANNERS**

By signing below, the Applicant agrees that he or she has read and agrees to fully comply with the following Regulations and Conditions and agrees that any banner displayed by the Applicant is subject to the following regulations and conditions:

1. Hanging and displaying of banner must be in complete conformance with the application as submitted and approved by Borough Council and in accordance with the Regulations and Conditions stated herein.
2. Installation of the banner will be in compliance with all applicable state and local policies and regulations is the **sole responsibility of the applicant and organization(s)**.
3. No banner may be hung lower than **fifteen (15) feet** over the street or public way. Banners are not permitted to be attached to traffic signal standards.
4. After approval, the banner may not be hung more than fourteen (14) days prior to the date of the event being advertised and must be removed no later than seven (7) days following the concluding date of the event being advertised.
5. A banner not removed within seven (7) days after the advertised event has concluded may be removed by the Borough with the sponsoring person(s) and organization held liable for the actual cost of the removal.
6. Banners hung without proper approval must be removed within two (2) working days after the Applicant or sponsoring organization(s) responsible have been notified by any means of communication. Failure to remove the banner after notification shall result in the Borough removing same at a charge to the Applicant and/or organization(s) of the actual cost of removal. Further, unauthorized hanging of a banner may subject the Applicant or sponsoring organization(s) to fines levied per local Ordinance.

7. Applicants and the sponsoring organization(s) and applications assume sole and exclusive liability in connection with any and all aspects of the banner, including but not limited to its content, installation, removal, and maintenance.
8. The Applicant and the sponsoring organization(s) hereby agree to indemnify, defend and save and hold harmless the Borough of West Chester, its officers, employees, agents, Council members and their successors and assigns (collectively, the Indemnified Party) from and against, and to reimburse the Indemnified Party with respect to, any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses and court costs) asserted against or incurred by the Indemnified Party by reason or arising out of the Applicant's and the sponsoring organization(s) display of a banner across a street or way in the Borough of West Chester.
9. The Borough of West Chester is not responsible or liable for ripped, torn, or otherwise damaged banners. It is the responsibility of the applicant to secure a company to hang and take down their banner on the approved dated.
  - \* If a banner becomes dislodged, falls down, rips, tears, or otherwise is not hanging in its intended position it is the responsibility of the banner permit recipient to have the banner taken down immediately at the recipient's cost.

The Applicant has reviewed each of the above eight regulations and conditions for display of banners, and agrees to adhere to and be bound by such regulations and conditions.

  
 \_\_\_\_\_  
**Applicant Signature**

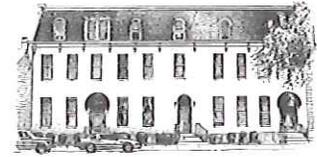
7/12/2016  
 \_\_\_\_\_  
**Date**

<b>For Borough Use Only:</b>	
<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Borough Manager Signature: _____	Date: _____

**From:** Kaitlin Crane  
**Sent:** Friday, August 12, 2016 2:17 PM  
**To:** Sarah Razonale  
**Subject:** West Chester Banner



**Kaitlin Crane**  
*Marketing Assistant*



The Pennsylvania Municipal League

A Century of Commitment

J. Richard Gray, Mayor, City of Lancaster, President
Richard J. Schuettler, Executive Director

TO: PML Chief Elected and Chief Appointed Officials
FROM: J. Richard Gray, Mayor, Lancaster, PML President
SUBJ: Appointment of Your Municipality's Voting Delegate and Resolutions Committee Member
DATE: August 3, 2016

As a member of PML, your municipality is entitled to appoint a delegate and alternate to the 2016 Resolutions Committee Meeting and Annual Business Meeting. Both meetings will be held during our 2016 Summit, October 4-6, at the Lancaster County Convention Center and Penn Square Marriott Hotel in Lancaster, PA.

These important meetings serve as an opportunity for the PML membership to vote on policy, future officers and any proposed changes to PML's bylaws. This year is especially important, as we are updating our Policy Statement; new, as well as revised policy, will be before the membership for consideration.

Per Article VIII, Section 4 of the PML bylaws:

Each member shall be entitled to one vote by its delegate appointed by its legislative body, except in a mayor/council form of government where the delegate shall be appointed by the Mayor.

PML member municipalities are required to be in good standing to receive voting credentials. This means 2016 dues must not be delinquent.

The attached appointment form requires a certification signature by your municipality's chief executive official. The voting delegate and Resolutions Committee member should be the same official. The same holds true for the alternate voting delegate and Resolutions Committee appointment.

Please return this form to the PML office no later than Tuesday, September 6 in order for your delegate's name to appear in the Summit's Program Book and to receive a resolutions packet prior to the meeting.

Each voting delegate and Resolutions Committee member should be sure to pick up his or her badge ribbons when checking in at the PML Registration Desk at the Summit.

The Resolutions Committee will meet Wednesday, October 5, 11:00 a.m. - 12:00 p.m.
The Annual Business Meeting will convene Thursday, October 6, 12:30 p.m. - 2:30 p.m.

Any questions regarding the proper credentials of a member will be decided by the Credentials Committee.

RG:lld
Enclosure

Serving participating cities, townships, town, boroughs and home rule municipalities
414 North Second Street, Harrisburg, PA 17101 • Phone: (717) 236-9469
Fax: (717) 236-6716 • Website: www.pamunicipalleague.org
Est. 1900 • Member, National League of Cities
Official Publication - Municipal Reporter

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PENNSYLVANIA MUNICIPAL LEAGUE  
117<sup>TH</sup> ANNUAL SUMMIT  
LANCASTER COUNTY CONVENTION CENTER AND  
MARRIOTT HOTEL  
OCTOBER 4 - 6, 2016  
VOTING DELEGATE / RESOLUTION COMMITTEE APPOINTMENT  
**Certification signature of the Chief Executive Official is required**

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This certifies that the officials listed below has been selected to represent:

\_\_\_\_\_  
(Name of Municipality)

at the PML Annual Business Meeting and Resolutions Committee Meeting of the 117<sup>th</sup> Annual Summit.

*Voting Delegate/Resolutions Committee Appointment:*

Name: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

*Alternate Voting Delegate/Resolution Committee Appointment:*

\_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

**Certification signature of the Chief Executive Official**

Delegates Appointed By: \_\_\_\_\_  
(Please print)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Return to the attention of Lisa Longenecker at the League office by Tuesday, September 6, 2016:

Pennsylvania Municipal League  
414 North Second Street • Harrisburg, PA 17101  
Phone: (717) 236-9469 ext. 229 • Fax: (717) 236-6716  
Or via Email:  
llongenecker@pamunicipalleague.org

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

***RESOLUTION AUTHORIZING ISSUANCE OF  
INDIVIDUAL PROCUREMENT CARDS***

**WHEREAS**, the [Entity Name] has authority to authorize the purchase of goods and services by use of Procurement Cards; and

**WHEREAS**, PFM Financial Services LLC (“PFM”) has agreed to administer, on behalf of participating local governments and schools in the State of Pennsylvania, a Procurement Card system. The Procurement Cards will be issued to individual authorized employees of the district, by Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603, with established limits and purpose; and

**WHEREAS**, it is the desire of the [Entity Name] to enable each authorized individual employee to procure authorized supplies and other products for [Entity Name] purposes in order to facilitate creative pedagogical and governmental processes and efficient [Entity Name] operations; and

**WHEREAS**, it is the desire of the [Entity Name] to reduce the economic burden on the resources of the [Entity Name] by increasing efficiency and reducing the administrative costs of the [Entity Name] and to respond to the exigencies of the day-to-day operations in accordance with the procurement process as established by Pennsylvania Statutes; and

**WHEREAS**, the [Entity Name] recognizes that the Procurement Card is neither a substitute for public bidding nor the [Entity Name]’s existing procurement program, and that the Procurement Card Program is not being implemented for the purpose of bid splitting and/or the avoidance of the statutorily mandated public bidding process; and

**WHEREAS**, the [Entity Name] recognizes the economic and financial savings and benefits to be gained by establishing an electronic Procurement Card system and sponsors and endorses the Corporate MasterCard Procurement Card Program;

**NOW, THEREFORE, BE IT RESOLVED** by the [Entity Name], Commonwealth of Pennsylvania, as follows:

1. The Board Chair or President and Secretary or Chief Clerk are authorized to enter into an Agreement with Bank of Montreal to secure Procurement Cards for each authorized employee of the [Entity Name] under such terms and conditions as approved by its legal counsel and the [Entity Name].
2. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Use Agreement.
3. As a condition precedent to receiving the Procurement Card, [the Board, Manager or designee] shall establish a monetary limit of authority for each employee’s use of the Procurement Card.
4. As a condition precedent to issuance of a Procurement Card, [the Board, Manager or designee] shall establish in writing purchasing parameters in accordance with the law including but not



WITNESS MY HAND officially as such Secretary or Chief Clerk this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Secretary / Chief Clerk

**BMO ePURCHASING SOLUTIONS  
CORPORATE MASTERCARD PROGRAM  
MEMBER ACCOUNT AGREEMENT**

THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
Between \_\_\_\_\_ with its principal office at \_\_\_\_\_  
\_\_\_\_\_ (the "*Member*")  
and BANK OF MONTREAL, a Canadian chartered bank with a branch at 115 South LaSalle Street,  
Chicago, IL 60603 (the "*Bank*").

THE PARTIES AGREE AS FOLLOWS:

SECTION 1. MEMBER ACCOUNT AND CARDS.

The Bank has established a Corporate MasterCard program with FPFM Asset Management LLC (the "*Association*") for its qualified members. The Association has requested that the Bank establish a MasterCard account for you and the Bank has agreed to do so.

This Agreement between the Member and the Bank and the Agreement between the Bank and the Association set forth the terms and conditions under which the Bank will make its Corporate MasterCard program available to the Member.

*Section 1.1.* The Bank will establish a MasterCard<sup>®</sup> account for the Member (the "*Member Account*") under the Bank's Corporate MasterCard program with the Association as indicated in Schedule 1 with the initial monthly credit limit of U.S. \$\_\_\_\_\_ (the credit limit of the Member Account in effect at any time is herein called the "*Member Credit Limit*"). The Bank shall lend money to the Member and its Cardholders (as defined below) up to the Member Credit Limit by way of charges to the Member Account in accordance with this Agreement. The Bank reserves the right, in its sole discretion, to modify the Member Credit Limit and the Cardholder Credit Limits at any time.

The Member agrees that the Member Account is to be used for business purposes, and not for personal, family, or household purposes (non-business purposes). Member will notify its Cardholders of the prohibition against use for non-business purposes when the Card is issued and periodically thereafter during the term of this Agreement. Member agrees that regardless of the purposes for which the Member Account is used to make purchases, all such transactions, interest, fees and related charges shall be paid to the Bank by the Member in accordance with the terms of this Agreement.

*Section 1.2.* The Member may request the Bank to issue a MasterCard card or card numbers ("*Cards*") on the Member Account to employees designated by the Member. Each such request (a "*Request*") shall be in a form attached as Schedule "2" and shall be duly completed and signed by the designated employee and, on behalf of the Member, by a Program Administrator (as defined below) as required by the Bank from time to time and shall be submitted by a Program Administrator.

*Section 1.3.* Upon receipt by the Bank of a Request in respect of an employee, the Bank will issue a Card on the Member Account to the employee, embossed with the name of the employee (the "*Cardholder*") and the Member's name and/or identifier. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

In addition, at the Member's request, the Bank may issue each Cardholder a personal identification number (a "*PIN*") enabling the Cardholder to use the Card at automated teller machines ("*ATMs*") accessible with the Card to obtain cash advances and effect transactions on the Member Account. The Member shall instruct each Cardholder not to disclose the Cardholder's PIN to any other person. Transaction records issued by an ATM are solely for the Member's convenience and in the event of any dispute as to the accuracy of such records, the Bank's internal records are presumptively correct and Member must establish by clear and convincing evidence that such records are in error.

*Section 1.4.* The Member shall establish and set out in each Request a credit limit for the Card (the "*Card Limit*") to be issued to the employee designated in the Request, subject to limitations which may be set by the Bank. A portion of this Card Limit is available for Cash Advances. The aggregate of all Card Limits for issued Cards shall not exceed the Member Credit Limit.

## SECTION 2. CHARGES AND FEES.

*Section 2.1.* Subject to the provisions hereof, the Cardholder may use the Card to charge to the Member Account (a) the price of goods or services obtained from a merchant or supplier honoring the Card, by means of payment or settlement by the Bank to the merchant or supplier (a "*Purchase*"); or (b) cash advances obtained through the use of the Card either directly from the Bank, through use of an ATM, or through another financial institutions honoring the Card; or purchase a money order, travelers check or similar item (a "*Cash Advance*"); *provided*, each such Purchase and Cash Advance must be for a business purpose. Any such use of a Card which results in a Charge (as defined below) to the Member Account, whether or not the Card was presented to a merchant or supplier (such as Internet, mail or telephone order Purchases) or the Cardholder's signature was obtained, or by use of a PIN, is herein called a "*Transaction*."

*Section 2.2.* The Bank will maintain a sub-account of the Member Account for each Card (a "*Card Account*"). The Bank shall record all Transactions with respect to each Card, as well as all interest, fees, service charges, credits and adjustments relating to such Card or its use on the Card Account maintained for such Card. All Transactions, interest, fees and service charges posted to the Member Account, including by recording them on individual Card Accounts, shall constitute a charge to the Member Account (a "*Charge*").

*Section 2.3.* The annual Card fee for each Card and the service charges set forth in Schedule 1 shall apply .

For each Cash Advance, the Bank adds an additional service charge as set forth in Schedule 1. This fee will be added to the Cash Advance balance. The amount of the Cash Advance also may include a surcharge that the ATM owner imposes.

*Section 2.4.* Upon receipt of a credit issued by a merchant or supplier for Purchases charged to the Member Account, the Bank shall post the credit to the Card Account. If the Bank does not receive the credit prior to the time the related charge is included in a monthly Card Account Statement (as defined below), the amount of the related charge shall be paid by the Payment Due Date.

*Section 2.5.* The Bank and MasterCard International convert any Card Transaction made in a currency other than U.S. dollars to U.S. dollars. MasterCard International uses the MasterCard International conversion rate in effect on the day the Transaction is posted to the Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a MasterCard International conversion charge. The Bank then adds the Bank's current foreign exchange markup. The MasterCard International conversion rate and charge may not be the same as existed on the day of the Transaction. The amount of the Transaction after conversion (including foreign exchange markup) is shown on the Card Account Statement as either a Purchase or Cash Advance. However, if a foreign currency Transaction is refunded to a Card Account, the MasterCard conversion rate used to convert the refund to the currency of the card is the rate that the Bank pays to MasterCard International Inc. minus the markup percentage that the Bank discloses to the Customer from time to time. This rate may not be the same as the rate that existed on the date the Transaction was refunded. For these reasons, the amount that is credited to a Card Account for a refund of a foreign currency Transaction will, in most cases, be less than the amount that was originally charged to the Card for that Transaction.

### SECTION 3. STATEMENTS, PAYMENTS AND INTEREST.

*Section 3.1.* The Bank shall prepare monthly, as of the Monthly Billing Date, a Card Account statement (the "*Card Account Statement*") for each Card Account in which there is an outstanding balance as of the Monthly Billing Date or in which a Charge has been posted during the period commencing the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date (the "*Billing Period*"). The Bank may upon request by the Member send to each Cardholder the Card Account Statement for such Cardholder's Card Account. The Card Account Statement will include the Transactions and the outstanding balance.

*Section 3.2.* The Bank will prepare monthly, as of the same date in each month (the "*Monthly Billing Date*"), and will send to the Member an invoice (the "*Member Account Statement*") showing the aggregate outstanding balance of the Member Account as of such Monthly Billing Date; if more than one invoice is sent, such aggregate outstanding balance will be the sum of all the invoices.

*Section 3.3* If the Member has notified PFM Asset Management LLC that it wants to make payments hereunder through debit's to the Member's account at the Pennsylvania Local Government Investment Trust, then each month, the Member authorizes PFM Asset Management LLC as administrator of the Pennsylvania Local Government Investment Trust to debit member's account at the Pennsylvania Local Government Investment Trust and make payment to the bank an amount equal to the outstanding balance of the Member Account shown on the Member Account Statement on or before the Payment Due Date in respect of such

Member Account Statement, which Payment Due Date shall be the number of days after the Monthly Billing Date set out in Schedule 1. Payments must be made in U.S. Dollars. On the Payment Due Date, as agreed by the parties, the Bank shall either (i) debit the Member's account with the Pennsylvania Local Government Investment Trust at Wells Fargo Bank; or (ii) debit the Member's specified U.S. dollar deposit account at a U.S. financial institution. Any amount not so paid on or before the applicable Payment Due Date shall be considered past due and such non-payment shall constitute a default by the Member.

*Section 3.4.* Interest shall be charged on the amount of all Purchases, fees and service charges from the date posted to the Member Account, and from the date of the advance for Cash Advances. Interest shall be charged at the annual rate(s) defined in Schedule 1 (the "*Card Rate(s)*"). Interest is calculated on a daily basis by multiplying each daily interest-bearing balance of Charges in each Card Account by a daily rate of interest. The daily rate of interest is equal to the applicable Card Rate divided by the actual number of days in the year (365 or 366, as the case may be).

*Section 3.5.* The Bank will waive the interest charges on Purchases, fees and service charges if the Bank receives payment in full at its MasterCard Payment Center of the aggregate outstanding balance of the Member Account on or before the Payment Due Date each month. The Bank will not waive interest charges on Cash Advances.

*Section 3.6.* If the Bank receives any payment in an amount less than the outstanding balance of the Member Account shown on a Member Account Statement, the Bank may apply such partial payment to the Card Accounts as the Bank elects. In respect of any Card Account, any payment will be applied towards Charges which have been included in a Member Account Statement in the following order: (a) interest, (b) fees and service charges, (c) Cash Advances (d) interest-bearing Purchases, (e) non-interest-bearing Purchases; the remainder, if any, will then be applied towards Charges which have not yet been included in a Card Account Statement in the same order as shown above. The Bank may accept payments that are marked with restrictive endorsements such as "payment in full" without losing any of its rights under this Agreement. Any payment tendered with a restrictive endorsement must be sent to the Bank's address for customer service to be effective in accordance with Section 3-311 of the Uniform Commercial Code.

*Section 3.7.* The Member shall pay all Charges included in a Member Account Statement notwithstanding that the Member or a Cardholder disputes with the Bank any Charge or other particular. In the event of any such dispute with the Bank, the Member will follow the Customer Service Procedures outlined in Schedule 1.

*Section 3.8.* The Member shall examine each monthly Member Account Statement, and shall ensure each Cardholder examines each monthly Card Account Statement, upon receiving it. If the Member does not notify the Bank of an error or omission with regard to any Charge to the Member Account included in or itemized on such monthly statements within sixty (60) days after the Monthly Billing Date in respect of such statement, the Member agrees that such Member Account Statement and related Card Account Statements shall be deemed presumptively to be

correct and Member must establish by clear and convincing evidence that such Card Account Statement is in error.

*Section 3.9.* U.S. Internal Revenue Code (IRC) Section 1441 requires the withholding of tax on certain payments to foreign persons. For U.S. tax purposes, the Bank is a foreign person. However, IRC Regulation 1.1441-1(b)(2)(ii) provides that no withholding is required on payments made to a U.S. financial institution acting as agent for the foreign person. Harris Trust and Savings Bank, a wholly owned subsidiary of the Bank is receiving all payments made under this agreement as agent for the Bank. Harris Trust and Savings Bank will comply fully with all obligations to withhold under IRC Section 1441 and Regulation 1-1441-(1). Additionally, Harris Trust and Savings Bank as a U.S. financial institution will complete an IRS Form W-9, Request for Taxpayer Identification Number and Certification upon request.

#### SECTION 4. MEMBER AND CARDHOLDER LIABILITY.

*Section 4.1.* The Member shall be liable to the Bank for, and agrees to pay the Bank, all Charges to the Member Account, even if the aggregate of all outstanding Charges is in excess of the Member Credit Limit or in excess of any Card Limit, and even if as between the Member and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.

*Section 4.2.* Notwithstanding 4.1, MasterCard currently provides MasterCoverage<sup>TM\*</sup> program for the benefit of issuers of corporate Cards and the corporate sponsors (such as the Member). Based on the MasterCoverage program, the Bank agrees to waive the Member's liability for certain wrongful Card transactions by Cardholders who are no longer employed by the Member. The type and amount of such Card transactions which qualify for such waiver of Company liability shall be determined by the MasterCoverage program and shall be governed by the terms, exclusions, and conditions of such programs as established from time to time by the underwriters, including but not limited to the condition that the Member meet all of its obligations to make a qualifying claim under the applicable program. The Member acknowledges having received from the Bank of the MasterCoverage Program description outlining such obligations of the Member and the current conditions, limitations, and exclusions applicable to such programs. The Bank may terminate this liability waiver at any time upon written notice to the Member in the event that the related MasterCoverage Program is terminated.

*Section 4.3.* In the event of possible loss, theft or unauthorized use of Card, the Member agrees to notify the Bank immediately by calling the published number for reporting lost or stolen cards. The Customer will not be liable for any unauthorized use of Cards by anyone other than a Cardholder occurring prior to the time the Bank receives notice. Unauthorized use does not include use by a person whom the Member has given authority to use the Member Account. The Member will be liable for all use by such a person. The Member will be liable for any use authorized by the Member or a Cardholder until the Member has notified the Bank and destroyed and/or recovered and safeguarded the Card that the person was using. The Customer shall cooperate with Bank in its efforts to investigate unauthorized use.

However, in the event a Cardholder's PIN is disclosed to any unauthorized person, whether by a Cardholder's failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate or otherwise, the Customer shall be liable for all Transactions through use of the PIN whether or not incurred by the Cardholder.

SECTION 5. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE BANK.

*Section 5.1.* The Bank shall have sole discretion over the management, operation, content and features of its Corporate MasterCard program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of its Corporate MasterCard program.

*Section 5.2.* The Bank shall provide the Member with management information as indicated in Schedule 1. Subject to payment of additional fees which may apply, the Bank shall provide the Member with such other management information as the Bank makes available under its Corporate MasterCard program and the Member requests from time to time.

SECTION 6. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE MEMBER.

*Section 6.1.* The Member shall, and shall require its Cardholders to, abide by all written security instructions and directions (and telephone instructions in case of emergency) provided by the Bank from time to time.

*Section 6.2.* The Member designates each of the persons whose name, title, address and signature appear on Schedule 1 as its Program Administrator. A Program Administrator shall sign, on behalf of the Member, requests for the issuance of a Card, requests to cancel a Card, requests to modify Cardholder names, addresses, costs centers, departments etc., requests to adjust individual Card Limits ("*Requests*"), and other documentation in connection with the day-to-day operation and administration of the program under this Agreement. The Bank may deal with any Program Administrator in respect of all matters relating to the day-to-day operation and administration of the program under this Agreement, including requests for information the Bank may reasonably require for its management and operation of the program under this Agreement. All statements, invoices, management information, Cards and other correspondence which the Bank sends to the Member under this Agreement in connection with the day-to-day operation and administration of the program shall be sent to the attention of a Program Administrator. The Bank shall be entitled to rely without inquiry on any request or notice signed by any such Program Administrator and on any instructions, authorization or information received from such person. The Member may change the person or persons designated as Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice.

*Section 6.3.* The Member shall be solely responsible for establishing and monitoring internal procedures or guidelines for its employees in respect of use of Cards by Cardholders. The Bank shall have no obligation to inquire or verify whether any use of a Card, or any Charge

to the Member Account, is for business or non-business use or whether any Cardholder's use is in accordance with such internal procedures or guidelines regarding use of the Card.

*Section 6.4.* The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. The Member shall protect the user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of the user ID or password. Until such notification, the Bank may rely on any Request received using the user ID and password, and shall have no duty to confirm such Requests.

*Section 6.5.* The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. If the Member appoints other Program Administrators from time to time, an existing Program Administrator may establish a user ID and password for the new Program Administrators. Program Administrators may change their passwords at any time, and will do so when required by the Bank. The Member shall protect each user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of any user ID or password. Until such notification, the Bank may rely on any Request received using any user ID and password, and shall have no duty to confirm such Requests.

*Section 6.6.* The Member will provide its annual audited financial statements to the Bank within thirty (30) days of completion. The statements should be sent by U.S. mail or email to:

Harris Bank  
Business Lending Center  
Attn: Purchasing Card Review Group  
311 West Monroe Street Floor 14  
Chicago, IL 60606

Or

Email: [pcard.reviews@harrisbank.com](mailto:pcard.reviews@harrisbank.com)

## SECTION 7. CARDS AND CANCELLATION OF CARDS.

*Section 7.1.* All Cards remain at all times the property of the Bank and cannot be transferred. All Cards shall be surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card if the Bank detects unusual or suspicious activity.

*Section 7.2.* The Member may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The written Request must include the Cardholder's last known business address, home address and phone number. The Member shall

continue to be liable for Charges made through use of any such Card made prior to the time the Bank receives the written Request.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

*Section 8.1.* The term of this Agreement shall commence as of the date of this Agreement and shall continue until terminated by either party in accordance with the provisions hereof; *provided, however*, this Agreement shall terminate immediately upon termination of the Corporate MasterCard Program Agreement between the Bank and the Association.

*Section 8.2.* Either the Bank or the Member may, upon at least thirty (30) days prior written notice to the other, terminate this Agreement.

*Section 8.3.* The Member or the Bank may immediately terminate this Agreement, without notice, in the event of the bankruptcy or insolvency of the other party or if the other party fails to make any payment when due under this Agreement or if the other party is in default in the performance of any of its other obligations. However, except in the event of bankruptcy or insolvency and except in the event any party fails to make any payment when due under this Agreement, if the default is readily curable, the party having the right to terminate in respect of such default may only exercise such right if the default remains uncured for ten (10) days after written notice of the default is given to the defaulting party. The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

*Section 8.4.* Upon termination of this Agreement:

(a) all outstanding Cards shall be cancelled and all rights or benefits of the Member or any Cardholder with respect to the Cards shall be revoked or withdrawn;

(b) The Member shall continue to be liable for, and to pay, the aggregate of all Charges on each Card Account whether or not then posted to the Card Account or Member Account, including without limitation charges not yet incurred, accrued fees and interest accrued or to accrue, and all such charges shall immediately be due and payable by the Member, and

(c) All Cards shall be immediately returned to the Bank or, alternatively, the Member shall provide the Bank with a certificate, signed by a Program Administrator, certifying and warranting that all Cards which had been issued have been destroyed

SECTION 9. DISCLAIMERS.

*Section 9.1.* The Bank's Corporate MasterCard program including, without limitation, the management information reports provided to the Member is provided to the Member without representation or warranty as to accuracy of information provided.

The Member also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

*Section 9.2.* The Bank is not liable for any claim made or loss or damages suffered by the Member arising directly or indirectly from the Member's use of the Bank's Corporate MasterCard program under this Agreement, except for damages which the Member suffers as a result of the Bank's gross negligence or willful misconduct related to the terms of this Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

*Section 9.3.* The Bank always attempts to ensure that its Corporate MasterCard program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Member. However, the Bank cannot warrant that the Corporate MasterCard program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the MasterCard system including merchant set-up features. The Member therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Bank's Corporate MasterCard program under this Agreement, except for claims for damages referred to in section 9.2.

*Section 9.4.* The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the Member and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the object of a direct settlement among the Member and the merchant or supplier and any such dispute shall not affect the Member's obligation to pay all Charges to the Member Account in full to the Bank in accordance with the terms of this Agreement.

## SECTION 10. NOTICES.

*Section 10.1.* All requests, notices and other correspondence in connection with the day-to-day operation and administration of the Bank's Corporate MasterCard program under this Agreement shall be sent by the Bank to any Program Administrator at the address specified in Schedule 1 and, except as set out in section 6.4, shall be sent by the Member to the Bank at its address specified in Schedule 1.

*Section 10.2.* Any other notice or other written communication by one party to another under this Agreement shall be in writing and delivered by hand or sent by courier, by prepaid post or by fax or other similar form of instant telecommunication capable of confirming receipt of transmission, to the other party at the addresses set forth below and shall be deemed to have been received by the addressee (i) if delivered by hand or by courier, on the day delivered or, if not a business day, on the next business day, (ii) if sent by ordinary prepaid post, on the 4th business day after it was posted and (iii) if transmitted by fax or other such telecommunication and receipt is confirmed prior to 3:00 p.m. (local time) on a business day, on such business day

or, in any other case, at 10:00 a.m. (local time) on the business day next following the date of transmission.

MEMBER:  
Address:  
Attention:  
Telephone:  
Fax:

BANK OF MONTREAL:  
Address: 3300 Bloor Street West  
Center Tower 7<sup>th</sup> Floor  
Toronto, Ontario Canada M8X 2X3  
Attention: Corporate Client Services  
  
Telephone: 1-888-267-7834  
Fax: 1-877-677-5042

*Section 10.3.* A party may give notice of a change of address for the purposes of this Section in the manner provided above, and thereafter any notices or communication shall be given to that party at such changed address.

#### SECTION 11. AMENDMENT.

*Section 11.1.* The Bank may amend this Agreement at any time by giving written notice to Member not less than fifteen (15) days prior to the effective date of the amendment. The Bank may immediately modify the Member Credit Limit or any Card Limit upon written notice to Member. Any amendment or modification is effective as at a date stipulated in the notice.

#### SECTION 12. CARDS WITHOUT AN EMPLOYEE'S NAME.

*Section 12.1.* If the Member requests that the Bank issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Customer or a MasterCard Corporate Fleet Card assigned to a vehicle instead of an individual employee, the following additional provisions shall apply: (a) notwithstanding Section 1.3, the Card shall be embossed with the name of the department or vehicle, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) notwithstanding Section 4.3, the Member acknowledges that the Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Card (but in the case of a MasterCard Corporate Fleet Card assigned to a vehicle, only from merchants providing fuel and maintenance services), whether or not the Purchases were made by a duly authorized employee; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Card and the Cardholder cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Card to the Member.

*Section 12.2.* If the customer requests that the Fleet Card be assigned to a vehicle instead of an individual employee (a "*Vehicle Card*"), then the following additional provisions shall apply: (a) the operator of the vehicle from time to time shall be the "Cardholder" of the Vehicle Card; (b) notwithstanding Section 4.3, the Customer acknowledges that the Vehicle Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Vehicle Card from merchants providing fuel and maintenance services, whether or not the Purchases were made by a Cardholder; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Vehicle Card and the Cardholder of the Vehicle Card cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Vehicle Card to the Member.

### SECTION 13. GENERAL.

*Section 13.1.* The Member shall provide the Bank with such financial information with respect to the Member as the Bank may from time to time reasonably request.

*Section 13.2.* No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.

*Section 13.3.* This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they have been expressly incorporated by additional reference in this Agreement.

*Section 13.4.* This Agreement may not be transferred or assigned by the Member, voluntarily or involuntarily, or otherwise, without the prior written consent of the Bank, which may be arbitrarily withheld. The amalgamation, merger or consolidation of the Member shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.

*Section 13.5.* Any terms of this Agreement which by their nature continue after the Agreement terminates, will remain in effect and will apply to each party's successors and permitted assigns.

*Section 13.6.* References to this Agreement include all Schedules attached hereto, which Schedules are incorporated into and form part of this Agreement. The Member acknowledges that the Schedules have been expressly brought to its attention and it knows their content.

*Section 13.7.* The headings in this Agreement are for ease of reference only and are not to be used in interpreting this Agreement.

*Section 13.8.* If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.

*Section 13.9.* This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.

*Section 13.10.* This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Customer and Bank irrevocably submit to the jurisdiction of the federal and state courts of the state of Pennsylvania and agree that any legal action or proceeding with respect to this Agreement may be commenced in such courts. Member and the Bank each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. Member and Bank shall each bear all its fees and costs and the expenses of its own attorneys in connection with any proceeding under this Agreement.

**[SIGNATURE PAGE FOLLOWS]**

IN WITNESS WHEREOF the parties have executed this Agreement on the dates written below.

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

(MEMBER)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

BANK OF MONTREAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

All services are provided by Bank of Montreal.

®\* Bank of Montreal is a licensed user of the registered trade-mark owned by MasterCard International Inc.

™\* Trade-mark of MasterCard International Inc.  
Bank of Montreal is a registered user.

® Registered trade-mark of Bank of Montreal.

™ Trade-mark of Bank of Montreal.

**SCHEDULE 1**

SCHEDULE 1 to the BMO ePurchasing Solutions Corporate MasterCard Program Account Agreement dated as of \_\_\_\_\_ between Bank of Montreal and \_\_\_\_\_ (the "Agreement").

A. *Pricing Schedule.* The following fees and service charges are in effect as at the date of the Agreement. All fees are in U.S. dollars.

- (1) Annual Card Fee per Card: \$ 0.
- (2) ATM Cash Advance Fee.

<u>ATM</u>	<u>USD</u>
Cirrus <sup>®</sup> Network (US)	3.50
Cirrus Network (Worldwide)	4.50
<u>Over the Counter</u>	
MasterCard bank (US)	5.00
MasterCard bank (Worldwide)	6.00

(3) Retrieval of a Sales Draft or issuance of any replacement statement or monthly report will be the Bank's standard service charge for such items at the time of the request.

(4) Standard Report Fees: \$ 0.

(5) Custom Report Fees & Flat File Development: \$150/hour, subject to \$1,500 minimum charge per report/flat file. Charge will be waived if individual Member net transaction volume exceeds \$10,000,000 for any consecutive 12 month period.

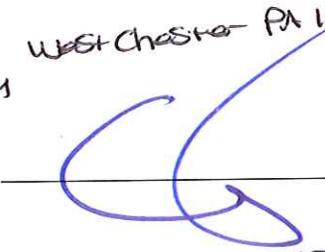
- (6) Foreign Currency Transaction Markup and Refund will be charged at a rate of 2.5%.

B. *Payment Due Date.* The Payment Due Date shall be seven (7) days after the Monthly Billing Date.

C. *Card Currencies and Card Rate(s).*

(1) *U.S. dollar.* The Card Rate for U.S. dollar Cards shall be the Bank's U.S. Prime Rate plus 7%. The U.S. Prime Rate is the rate announced by the Bank from time to time as its prime interest rate for U.S. dollar loans. The Card Rate shall change automatically upon a change in the U.S. Prime Rate, without notice to the Member.

D. *Program Administrator.* The Member hereby designates each of the persons whose name, title, address, numbers and signature appears below as its Program Administrator:

Name: Michael Cotter  
Title: Borough Manager  
Address: 401 East Gay Street West Chester PA 19380  
Telephone number: 610-692-7574  
Fax number: 610-436-0009  
Signature of Program Administrator: 

Name: Jeff Dasina  
Title: Finance Director  
Address: 401 East Gay Street West Chester PA 19380  
Telephone number: 610-692-7574  
Fax number: 610-436-0009  
Signature of Program Administrator: 

Name: Barbara Lianti  
Title: Cash Manager  
Address: 401 East Gay Street West Chester PA 19380  
Telephone number: 610-436-1358  
Fax number: 610-436-0009  
Signature of Program Administrator: 

E. *Member Service Procedures.*

*Notices to the Bank and Authorization Procedures.* The Bank must be notified in writing when the Member wishes to amend the participation conditions of the Bank's Corporate MasterCard program under the Agreement. Documentation authorized by a Program Administrator must accompany requested changes to:

- add employees to the program;

- delete employees from the program;
- modify employees names, addresses, phone numbers, cost centers, departments, etc.;
- adjust individual employee Card Limits.

Requested changes, correspondence or enquiries concerning the day-to-day operation and administration of the Bank's Corporate MasterCard program under the Agreement are to be forwarded to:

BMO ePurchasing Solutions  
 3300 Bloor Street West  
 7th Floor, Center Tower  
 Toronto, Ontario  
 Canada M8X 2X3  
 Attn: Manager Corporate Clients  
 Telephone: U.S. & Canada Toll Free (800) 844-6445  
                   Outside U.S. & Canada (416) 232-0789  
 Fax: U.S. & Canada Toll Free (888) 677-5042  
                   Outside U.S. & Canada (416) 232-8469

*Lost or Stolen Card Procedure.* The Member and the Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card, by phoning Member Services at:

U.S. & Canada Toll Free (800) 361-3361  
 Outside U.S. & Canada (416) 232-8020

Upon such notification, the Bank will cancel the missing Card.

*Disputed Charge Procedure.* Except for Purchases involving disputes between the Member or a Cardholder and a merchant or supplier, all Charges which the Member or a Cardholder disputes with the Bank will be reported immediately to the Bank by the Member or a Cardholder. The Member will pay all such disputed Charges. In the next Billing Period, such disputed Charges will then be removed from the Member Account. Upon investigation, any Charges requiring charge back to the Member Account will be subject to interest commencing on the date interest would have commenced had the Charge not been removed from the Member Account, subject in the case of a Purchase to the Bank providing a copy of the transaction slip, if requested by the Member or a Cardholder, within a reasonable time.

The Member or the Cardholder will notify the Bank of all Charges in dispute with the Bank in respect of the Member Account by phoning Member Service at:

U.S. & Canada Toll Free (800) 263-2263  
 Outside U.S. & Canada (416) 232-8440

F. *Online Management Reporting*. The Member may choose to enroll in BMO *details Online*<sup>®</sup> which provides a suite of standard reports accessible via Internet and available to the Member on demand.

ACKNOWLEDGED:

(MEMBER)

BANK OF MONTREAL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

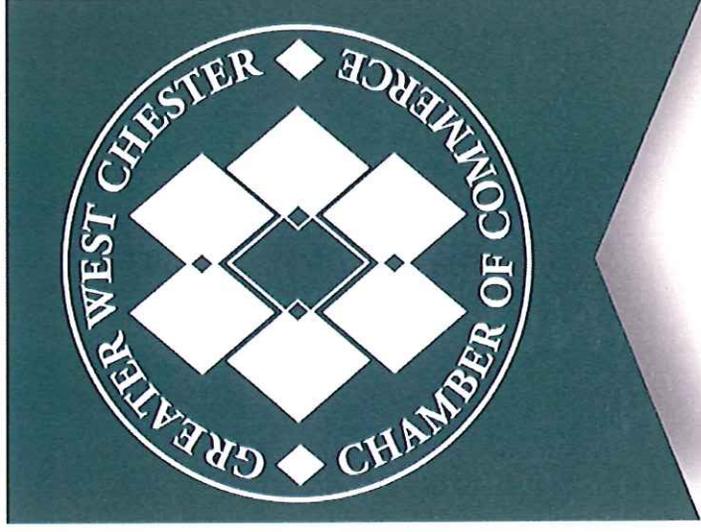
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 2**

**BMO ePurchasing Solutions  
Employee Account Request Form**

See Attached Schedule 2 Excel Cardholder Spreadsheet  
Cardholder form to be filled out before or during implementation





Greater West Chester Chamber of Commerce  
Iron Hill Twilight Race Series  
And  
QVC West Chester Christmas Parade  
Sponsor Package

Exclusively for





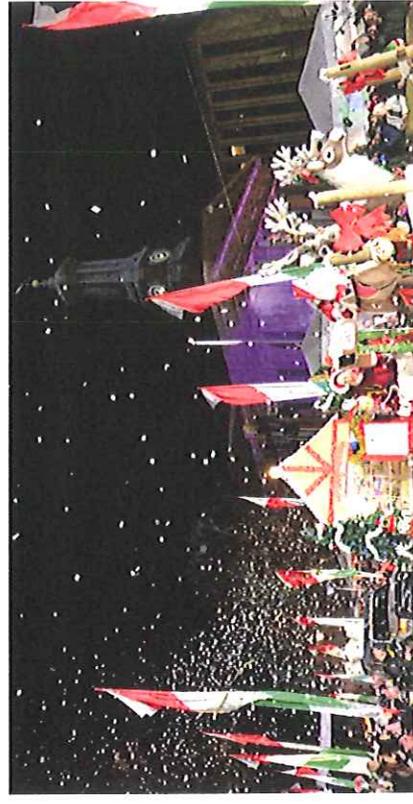
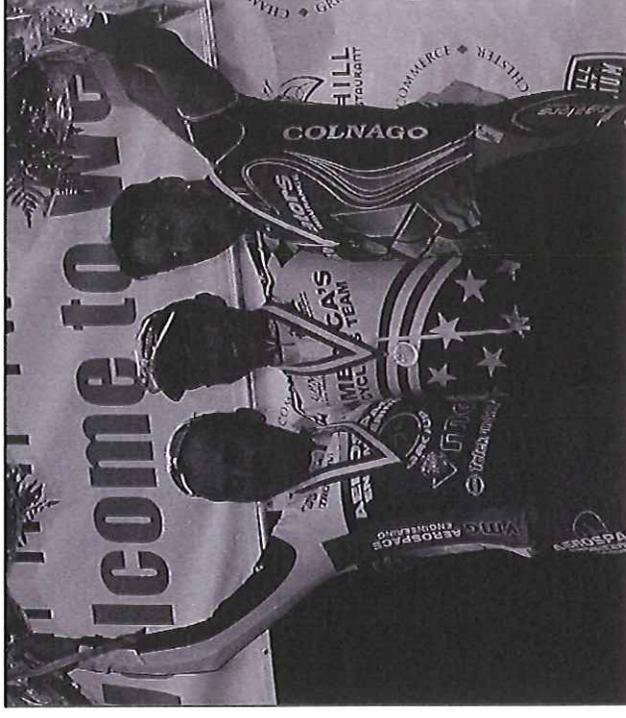
# PARTNERING WITH THE WC BOROUGH



The Greater West Chester Chamber of Commerce would like to partner with the Borough of West Chester. We see this partnership having two unique opportunities.

First and foremost, this partnership will allow the borough to use the vast marketing opportunities of the Chamber's two signature events to bring broader awareness of West Chester. The Chamber will work with the Borough Council, the Borough manager and the Mayor to promote West Chester via advertising provided by the Chamber, online via live streaming of the events, live on air through our partnership with QVC and on-site via various event marketing vehicles.

Secondly, the partnership will allow the Chamber and the Borough to partner together to continue to provide these valuable large scale events to the residents of Greater West Chester.



Custom Sponsorship Package Exclusively for West Chester Borough





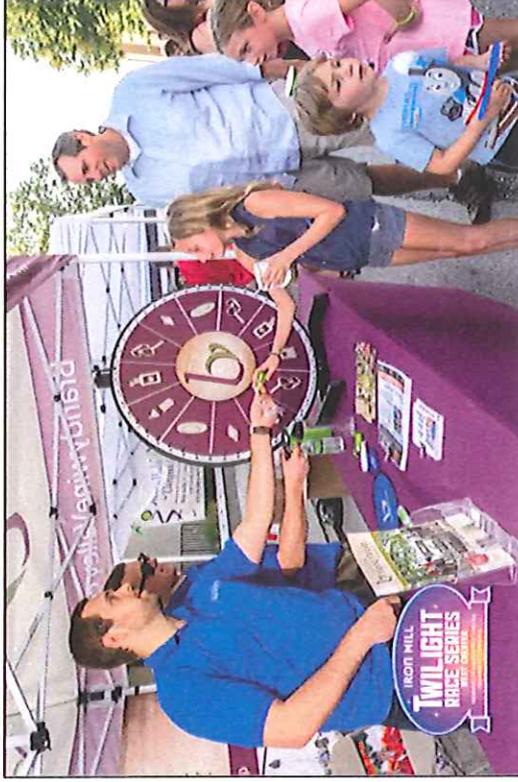
# CONNECTING WITH THE COMMUNITY



The Iron Hill Twilight Race Series will position your brand with two key constituent audiences:

- Young Adults, Parents and Children
- Businesses, small and large

Because of its event structure and promotion, the Iron Hill Twilight Race Series has an engaged audience with identifiable target markets with local and regional granularity.



Custom Sponsorship Package Exclusively for West Chester Borough

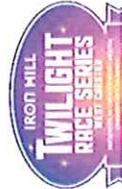


# BOROUGH SPONSORSHIP

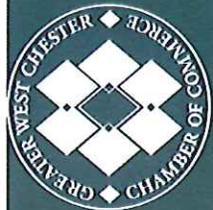


## West Chester Borough

- The Greater West Chester Chamber brings over 15,000 people to West Chester during the Iron Hill Twilight Race Series. We want to help the WC Borough leverage those spectators.
- Beginning in 2016 the Iron Hill Twilight Race Series will be the USA Crits National Finals...so let's promote West Chester. This is an historic opportunity to talk about West Chester at one of the largest events in Chester County!



Custom Sponsorship Package Exclusively for West Chester Borough

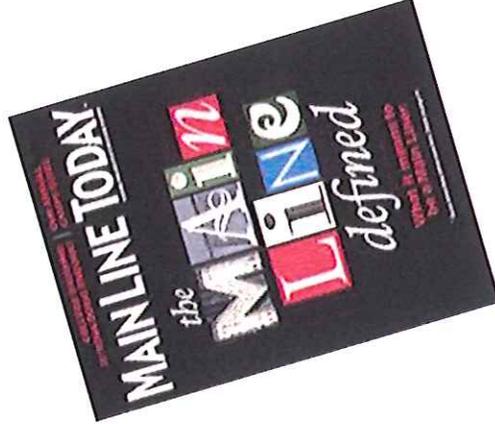


# BOROUGH SPONSORSHIP



## Media exposure

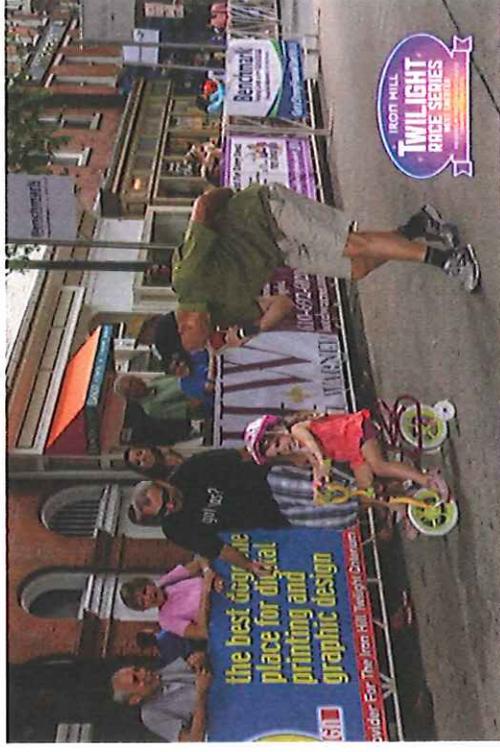
- Promotional tag and logo identifications in approx. 250 TV spots – Comcast Spotlight.
- Identification in all radio media (WJBR)
- West Chester Borough will be included in all promotion of the Iron Hill Twilight Race Series. This includes promotion on GreaterWestChester.com. Logo will be “hotlinked” to the West Chester Borough website and will be included on the sponsor page.
- Social Media including Facebook, Twitter, and Instagram
- Identification in planned print media, including *Main Line Today* magazine, *Daily Local*, posters, event fold-out brochure and programs.



Custom Sponsorship Package Exclusively for West Chester Borough

## On-site exposure

- One (1) display tent in preferred location in Benchmark Community Festival OR One (1) display tent in the Kids' Zone which will give your brand the ability to interact with over 20,000 fans of the race and potential riders.
- Five (5) customized tags over all PA systems.
- Opportunity to have representative from West Chester Borough interviewed on PA system.
- Opportunity to have a West Chester Borough ad or logo run on the live online stream of the Iron Hill Twilight Race Series.

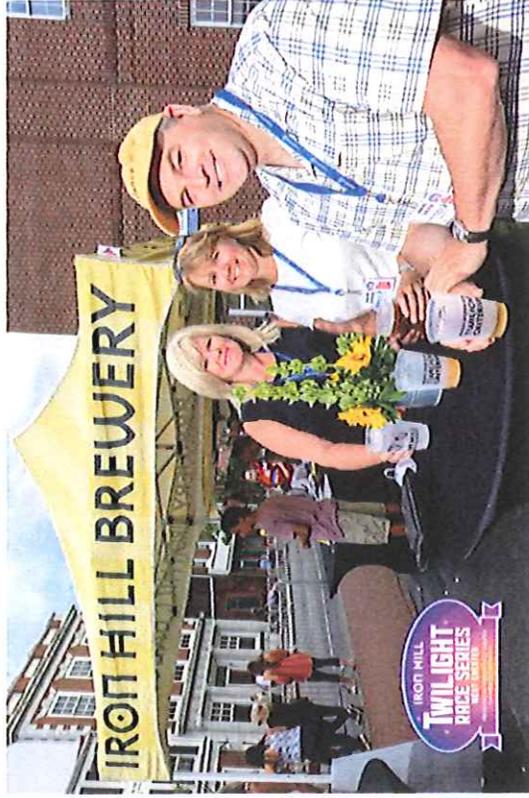




# BOROUGH SPONSORSHIP



## Hospitality



### Hospitality

- o 10 VIP Tickets to include:
- o Access to the VIP Iron Hill Crit Club for premium viewing, dinner and bar service.

Marketing Value:  
(\$10,000/year)



Custom Sponsorship Package Exclusively for West Chester Borough



# HISTORY



The West Chester Christmas Parade in Historic Downtown West Chester has been a tradition in West Chester for over 35 years.

- Started in 1979 by the Greater West Chester Chamber of Commerce.
- Held the first Friday in December.
- More than 40,000 people make their way into downtown West Chester for the event.

- Produced by world renowned, West Chester based company, Under the Sun Productions.
- The West Chester Christmas Parade has grown to become one of the most loved and best attended events in Chester County.





# BOROUGH SPONSORSHIP



West Chester Borough Marketing Promotions:

- ❖ West Chester Borough “Candy Cane” division to be featured year-round on the West Chester Christmas Parade webpage, [GreaterWestChester.com](http://GreaterWestChester.com)
- ❖ On-air promotion of West Chester Borough – GWCC will promote the West Chester Borough brand via all of our partners:
  - QVC (live cut-in’s the night of the parade and multiple airings of the parade on Christmas Day)
  - 6abc and Comcast Spotlight (brand awareness)
  - BENFM (on-air and brand awareness opportunities).
- ❖ Online promotion via GreaterWestChester.com, MainLineToday.com, Vista.Today and West-Chester.com.
- ❖ Social Media including Facebook, Twitter, and Instagram
- ❖ Print Promotion via Main Line Today and Daily Local News plus the Chamber Chatter.
- ❖ Custom foldout piece that will provide a parade map, full description of the divisions (with full brand integration), parking, places to watch the parade and advertising opportunity for the West Chester Borough. There will be a full scale distribution of the piece to the extended Brandywine Valley.
- ❖ Posters with West Chester Borough branding, distributed regionally.



## On-Site Promotion

- ❖ West Chester Borough sponsorship mentioned numerous times throughout the parade.
- ❖ The Chamber will provide the **West Chester Borough** with a 10'x10' tent to promote the West Chester brand to the 35,000+ spectators.
- ❖ The Greater West Chester Chamber will connect **West Chester Borough** to the 35,000+ attendees, the families of the West Chester Area School District and entire Brandywine and Delaware Valleys.
- ❖ 10 VIP Tickets to the USI Affinity VIP Area; includes heavy hors d'oeuvres, hot cocktails and the best view of the parade in West Chester.





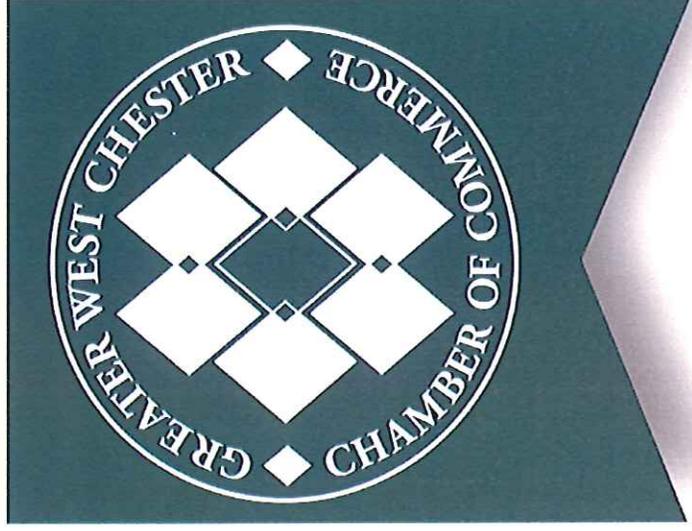
# MARKETING VALUE



Using the regional and national audience of QVC to present the West Chester story in an opportunity like no other. With an expected attendance of 35,000+ guests, the West Chester Christmas Parade provides the best opportunity to connect with the community while showcasing the great work **West Chester Borough** does in West Chester.

**Marketing Value: \$10,000**





We look forward to discussing your marketing needs and customizing a plan to meet your brand objectives.

For more information, please contact:

Mark Yoder, President

Greater West Chester Chamber of Commerce

119 N. High Street

West Chester, PA 19380

[mark@gwcc.org](mailto:mark@gwcc.org)

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking

DEPARTMENT MANAGER: Hector Mojica

DATE: August 9, 2016

- I. Action to Be Considered by the Borough Council  
To permit BenchMark Construction to block off 7 parking space
  
- II. Reason Why this Issue Needs Borough Council Consideration  
  
BenchMark Construction would be utilizing 7 parking spaces for period of 10 to 12 months.
  
- III. Current Policy of Practice  
  
The Parking Services Department grants construction company's parking spaces for large work vehicles and for pedestrian and property safety.
  
- IV. Other Background Information  
  
That would take away seven parking from residents of the 400 Block of North Walnut.
  
- V. Impact on Borough Finances  
  
No impact.





**NO TRESPASSING**  
DEFINITION: ANY

CONC

NO TRESPASSING

360  
HYUNDAI



Hector Mojica  
201 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 5740

Handicap  
+  
Park  
616

IMPORT

REMOVE BEFORE  
DRIVING VEHICLE

PENNSYLVANIA



EXPIRES  
LAST  
DAY OF

03-21

P16468N

PERMANENT

*Pennsylvania* VISITPA.COM  
DRIVER'S LICENSE 096

No: 15 548 949  
DOB: 12/27/1940  
Class: C BRO  
Endorse: --- Height: 5'04"  
Com/Med Rtr: ---  
Issued: 10/28/2011  
Expires: 12/31/2021

PATRICIA E THOMPSON  
208 W BARNARD ST  
WEST CHESTER PA 19382

**DL**

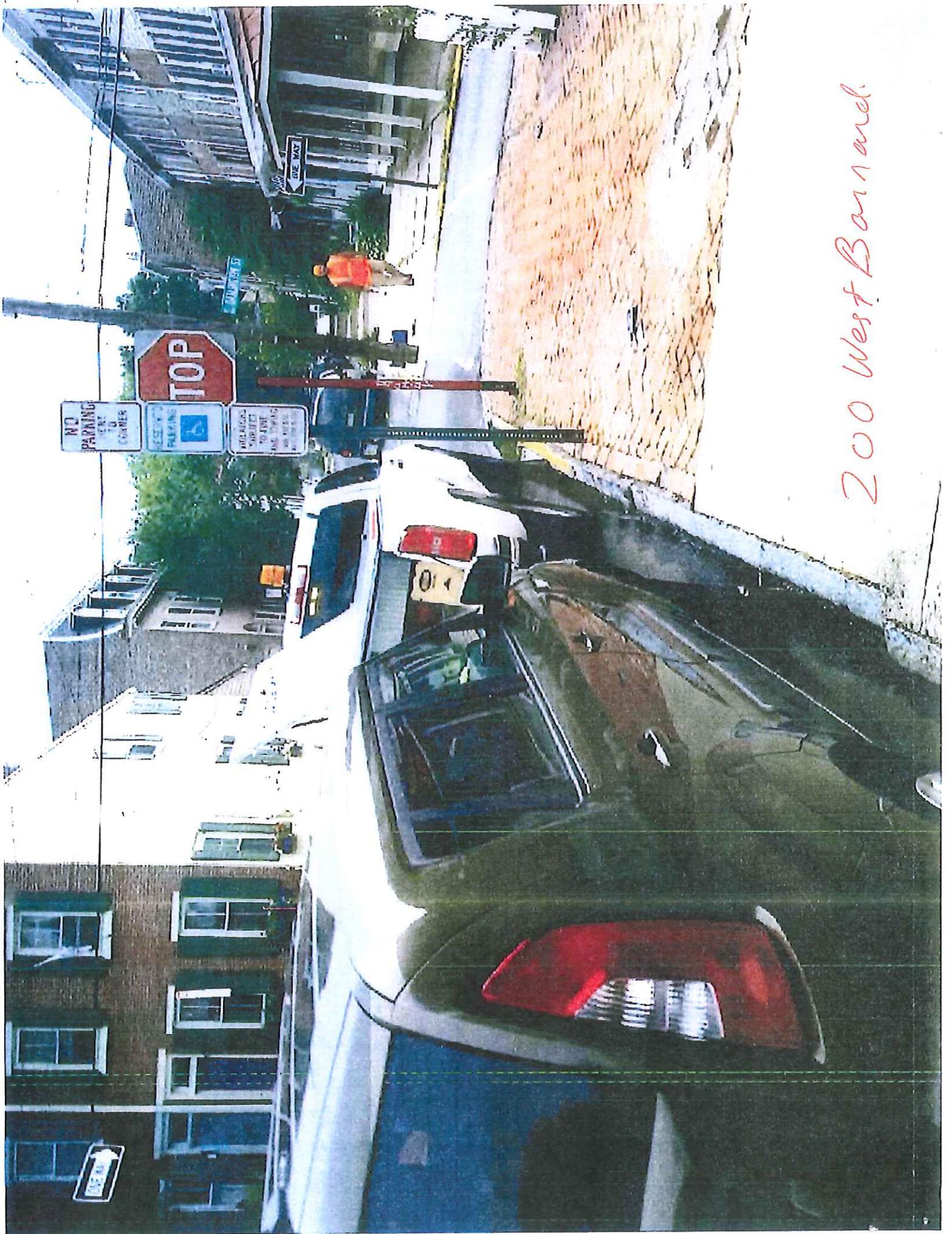
P16468N

03/2021

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

*2 Handicap Signs  
Checked*

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



200 West Barnard.



218

RESERVED  
PARKING  
VIOLATORS  
SUBJECT TO FINE  
AND TOWING  
PH: 482-2222  
MAY - APR 2008

218 W Barnard St

200 West Barnard Street Handicap Parking Survey				
Date	Evening Officer	Parked	Empty	Time
7/18/2016	43	Parked		4pm
7/18/2016	43	Parked		8pm
7/19/2016	42	Parked		6pm
7/19/2016	42	Parked		9pm
7/20/2016	42	Parked		5pm
7/20/2016	42	Parked		8pm
7/21/2016	42	Parked		4:30pm
7/21/2016	42	Parked		8:45pm
7/22/2016	42	Parked		5:15pm
7/22/2016	42	Parked		9pm
7/25/2016	42	Parked		6pm
7/25/2016	42	Parked		10pm
7/26/2016	42	Parked		4pm
7/26/2016	42	Parked		8:30pm
7/27/2016	42	Parked		5:45pm
7/27/2016	42	Parked		10:16pm
7/28/2016	42	Parked		4:50pm
7/28/2016	42	Parked		7:45pm
7/29/2016	42	Parked		5:15pm
7/29/2016	42	Parked		8:45pm
7/30/2016	42	Parked		4:40pm
7/30/2016	42	Parked		10:10pm
8/1/2016	42	Parked		5pm
8/1/2016	42	Parked		10pm

218 West Barnard Street Handicap Parking Survey				
Date	Evening Officer	Parked	Empty	Time
7/18/2016	43		Empty	4pm
7/18/2016	43	Parked		8pm
7/19/2016	42	Parked		6pm
7/19/2016	42	Parked		9pm
7/20/2016	42		Empty	5pm
7/20/2016	42	Parked		8pm
7/21/2016	42	Parked		4:30pm
7/21/2016	42	Parked		8:45pm
7/22/2016	42	Parked		5:15pm
7/22/2016	42	Parked		9pm
7/25/2016	42		Empty	6pm
7/25/2016	42	Parked		10pm
7/26/2016	42	Parked		4pm
7/26/2016	42	Parked		8:30pm
7/27/2016	42	Parked		5:45pm
7/27/2016	42	Parked		10:16pm
7/28/2016	42		Empty	4:50pm
7/28/2016	42	Parked		7:45pm
7/29/2016	42	Parked		5:15pm
7/29/2016	42		Empty	8:45pm
7/30/2016	42		Empty	4:40pm
7/30/2016	42		Empty	10:10pm
8/1/2016	42		Empty	5pm
8/1/2016	42	Parked		10pm

PO Box 832  
West Chester, PA 19381-0832  
Office: 610-431-3546  
Fax: 610-431-2462



24 Hour Hotline  
610-431-1430  
Toll Free: 888-711-6270  
TTY: 610-431-7262

7 July 2016

To Whom It May Concern,

I am writing to express my interest in filling a vacancy on the West Chester Public Library's Board. I believe my input, passion, and commitment to the written word and literature can only benefit the library – providing new insight from a young member of the community who was born and raised in the borough (and spent a lot of time amongst the shelves of our local libraries).

I have always enjoyed finding solace, adventure, intrigue, and a vast expanse of knowledge within the pages of a new – or old! – book. I could spend hours, even days, completely engrossed a new selection. Whether discovering hilarity and wit in children's books by Jon Scieszka, traveling to secret kingdoms with Aslan the lion, or feeling the righteousness and justice through the words of Atticus Finch, futures are shaped with the turn of a page.

I remember the first time I encountered the West Chester Public Library, it appeared to me (thanks, in part, to the fabulous architecture of T. Roney Williamson) as a palace, each book inside as precious as the crown jewels. To this day, as a card-carrying member, I can spend countless hours poring over the selections in our many county libraries, the West Chester University library (as a graduate from their English Literature program), or even in our local second-hand bookshops, like Baldwin's Book Barn or the wonderful and charitable Second Reading on Church Street; however, none compare to the beauty that is West Chester's library building.

As a former educator in a state-recognized Kindergarten program at a local learning center, I relied on the public library for many of my lesson plans. I believe that incorporation of literacy into a classroom is vital, and I took care in choosing the books I would bring into our lessons: whether they were picture books that explored the theme of our unit, or a novel. To watch the children sprawled out on our classroom carpet, listening intently at the words I read, discovering what Fern would end up doing with that silly pig, Wilbur or if Matilda would ever escape the clutches of her cruel family and headmistress (other than her time spent at *her* library): the children's imaginations came alive and their memory, comprehension, and verbal skills improved! Unfortunately, with school budgets, it was often hard to find what titles I was looking for – and that is where the WC library came in! It was such a gift to be able to reserve copies of hundreds of books online and then pick them up before the week's lesson began! I relied on this precious, local resource.

Now that I run the Children's Counseling Programs at the Domestic Violence Center of Chester County, I introduce literature as much, if not more than ever before! In my support groups, and even in individual counseling sessions, I use books to help the children understand some very adult situations and to overcome issues they may not truly understand at such young ages. When presented with these challenges through the understanding of a fictional character's journey, with an objective lens, the children are better able to relate the concepts to their own lives. I am glad to have actually partnered my children's group counseling program with the WC Public Library, coordinating thanks to Ellie Diener, to bring an entertaining story time to our children while educating our families on this amazing resource that is available to them!

I look forward to the opportunity to bring my passion and excitement for literature (and libraries!), as well as my experience growing up in this community, to the board – to be able to continue to improve and expand the reach and impact this library has had, and continues to have, on this town would be an honor.

Thank you for your consideration,

Amelia Rayburn  
Children's Counseling, Advocacy, and Education  
Domestic Violence Center of Chester County

# AMELIA RAYBURN

910 N New Street, West Chester, PA 19380 • (484) 433-2009 • amelia.j.rayburn@gmail.com

## PROFESSIONAL SUMMARY

Friendly, determined, and organized college-graduate and Master's candidate with 5+ years of office and education experience. Highly skilled in public speaking, teaching/training, research, social media, and various forms of writing. Excellent at juggling multiple tasks and working under pressure. Willing to learn and grow quickly.

## WORK HISTORY

**Children's Counseling and Advocacy**, June 2015 – Current

**Domestic Violence Center of Chester County** – West Chester, PA

Provide individual and group counseling and advocacy for children, teens, and families. Provide advocacy and education for parents. Design and implementation of children's support groups. Partner with local organizations and businesses to schedule recreational and social activities for program participants. Develop and facilitate Dating Violence Awareness programs at college and high school levels. Provide staff and community trainings. Assist with grant writing and research. Respond to and assist with crisis hotline calls.

**Lead Teacher/Health and Safety Coordinator**, January 2010 – May 2015

**KinderCare Learning Center** – Westtown, PA

Created, organized, and implemented original, state-approved, curriculum. Adhered to NAEYC standards and Knowledge Universe corporate policies of education. Provided daily instruction and supervision for 10+ students. Developed pleasant, trustworthy, and professional relationships with students, parents, and colleagues. Conducted daily, weekly, and monthly center inspections to verify compliance with OSHA regulations.

**University Writing Mentor**, August 2007 – May 2008

**WCU Writing Zones** – West Chester, PA

Assisted students through the processes of essays in several subject areas and attempted to bridge the gap between high school and college-level writing. Provided framework and help in developing important literary techniques within essays. Worked with students throughout the research process.

**Office Administrator**, April 2007 – August 2007

**Ruggiero Orthopedic Associates** – Malvern, PA

Provided patients with speedy and friendly services while successfully performing the duties of office administrator, including: pulling and storing patient files, providing telephone services, computationally scheduling/cancelling appointments, and assisting the mailroom, payroll, and billing departments upon request.

**Customer Service Representative**, September 2002 – August 2006

**Giunta's Thriftway Family Market** – West Chester, PA

Provided exceptional service to store customers by positively addressing any complaints or inquiries. Regularly handled products and customer payments and successfully assisted in balancing tills each evening. Trained and assisted employees in performing their duties up to company standards.

## VOLUNTEER HISTORY

**CCAT (Chester County Anti-Human Trafficking Coalition)** – Participate in planning local events with public education committee. Attend monthly meetings to address modern-day sex and labor trafficking by increasing public awareness, advocating legislative action, supporting law enforcement, and offering referral services to victims and survivors.

## SPEAKING ENGAGEMENTS

**2015 CCIU Safe Schools Summit** – Keynote Speaker

**Chester County Health Department Home-Visiting Nurses Program** – Futures Without Violence Training

**Chester County Children, Youth, and Families** – DVCCC Domestic Violence Training

**West Chester University of Pennsylvania** – Continual Invited Guest Lecturer

**Immaculata University** – Continual Invited Guest Lecturer

## EDUCATION

**West Chester University of Pennsylvania** West Chester, PA

**Bachelor of Arts:** English 2010

**Rasmussen College** St. Cloud, MN

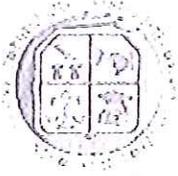
**Child Development Associate Certificate (CDA)**

## CERTIFICATIONS

PCADV Domestic Violence Counseling/Advocacy Certification

CPR, First-Aid, and Fire Safety Training Certifications

North Adams Block Party  
Aug 27th  
1pm - 11pm



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)

List of Subcontractors with Insurance Certificates

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

Borough Services requested

pw - equipment (Road Closing Equip)

- Provide description

Applicant Certificate of Insurance

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

Application fee (cash, check, or money order)

✓ # 2717 \$50.00

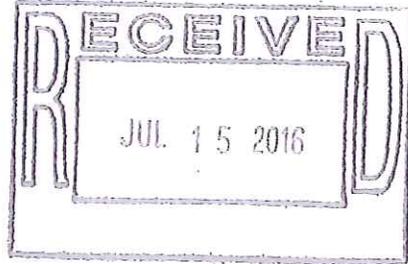
- Application fee is NON REFUNDABLE

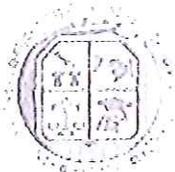
Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)

- N.O. Public Transportation affected

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. North Adams Street - Alicia Irving

Date applications was submitted to the Borough 7/15/14

Main Contact Name Alicia Irving Cell phone 484-459-9552

Home phone 610-430-0482 email irvingalicia@hotmail.com

Main Contact address 213 N. Adams St, West Chester 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 Summer Party

Date/s of event and times Saturday, August 27th 2pm

Set up and breakdown times for event 1-2, 11pm

Description of event (use separate sheet of paper if needed)  
North Adams Street Block Party  
(all neighbors)

Event info cont'd

Type of Event: Walk/Run  Parade  Block Party  Festival

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

\_\_\_\_\_  
\_\_\_\_\_

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

Address - North Adams St. , only closure after Plain  
Alley for North Adams Street (one way portion)

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.tmaccc.org/public-transportation/>

Total number of expected participants and/or attendance? 50 - 60

Total number of workers/volunteers/marshals for event? N/A

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? \_\_\_\_\_

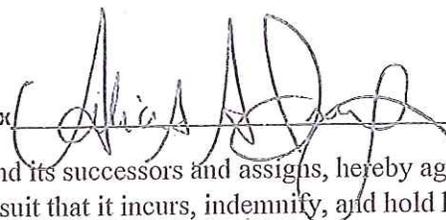
- All vendors (non-food) need to submit the waiver and release form to participate in your event

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

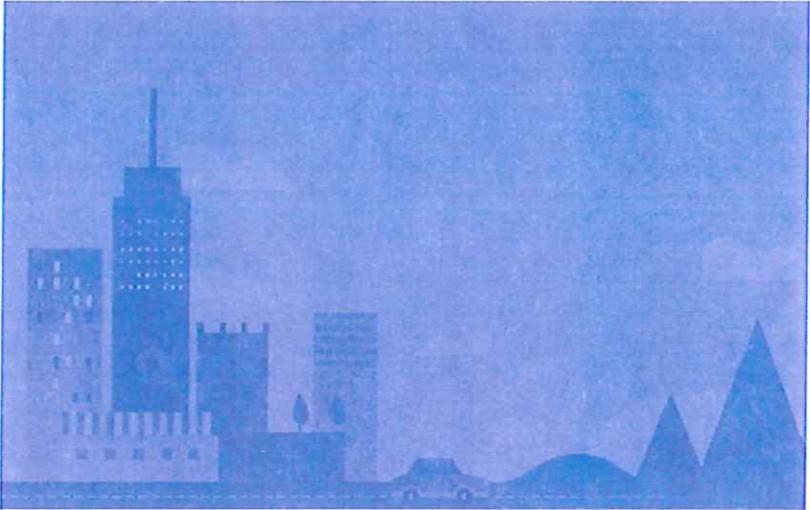


Date:

7/15/14

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.

# Google Maps N Adams St



N Adams St  
West Chester, PA 19380

USA

# SUMMER PARTY

Save The Date for the Annual Summer Block Party!  
Saturday, August 27th at 2:00 PM

Join the neighborhood for games, music, food, and good friends.

RSVP and Potluck Signup:

<http://tinyurl.com/adamsblockparty> or e-mail [annaisechristie@gmail.com](mailto:annaisechristie@gmail.com)

GreenIsland.com

USA

# SUMMER PARTY

Save The Date for the Annual Summer Block Party!  
Saturday, August 27th at 2:00 PM

Join the neighborhood for games, music, food, and good friends.

RSVP and Potluck Signup:

<http://tinyurl.com/adamsblockparty> or e-mail [annaisechristie@gmail.com](mailto:annaisechristie@gmail.com)

GreenIsland.com

Borough of West Chester Services Requested

Check ALL that apply:

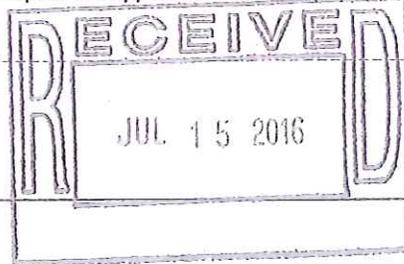
Police Security  Police Traffic Control  Police Traffic Diversion

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

Borough Council Approval: \_\_\_\_\_ Date: \_\_\_\_\_



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/02/2016

**PRODUCER**  
East Main Street Insurance Services, Inc.  
Maddux  
ox 1298  
Grass Valley, CA 95945  
Phone: (530) 477-6521 Email: info@theeventhelper.com

**INSURED**  
Alicia Irving  
213 North Adams Street  
West Chester, PA 19380

**THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.**

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds Syndicate 2623	AA-1128623 82%
INSURER B: Lloyds Syndicate 623	AA-1126623 18%
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	Y	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Host Liquor Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> Retail Liquor Liability	EH-771314-L1882179  EH-771314-L1882179	08/27/2016  08/27/2016	08/28/2016  08/28/2016	EACH OCCURRENCE INCLUDES BODILY INJURY & PROPERTY DAMAGE \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG INCLUDED DEDUCTIBLE \$ 1,000 \$
		<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
		<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
		<b>EXCESS/UMBRELLA LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
		<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
		OTHER				

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS**  
 Certificate holder listed below is named as additional insured per attached CG 20 26 07 04.  
 Attendance: 50, Event Type: Block Parties/Street .

**CERTIFICATE HOLDER**  
 Borough of West Chester  
 401 E Gay St,  
 West chester, PA 19380

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  
 AUTHORIZED REPRESENTATIVE *Will Maddux*

**ALICIA A. IRVING**  
**KENNETH S. IRVING**  
213 N ADAMS ST  
WEST CHESTER, PA 19380

2717  
3-5/310  
404

8/15/16 \_\_\_\_\_ Date

Pay to the Order of Branch of West Chester \$ 50.00

for Dollars

Security features available on back.



PNC Bank, N.A.

For Book Order

Alicia A. Irving NP

⑆031000053⑆ 850266708510

Westland Chester



# West Chester Police Department

## MEMORANDUM

---

TO: Scott Bohn

FROM: Sgt. John O'Donnell

DATE: 11 August 2016

SUBJECT: 200 North Adams St. Block Party

---

I am in receipt of a Borough Special Event Permit Request from Alica Irving who resides at 213 N. Adams St. West Chester Pa. She is requesting permission to hold a block party on 27 Aug 2016 from 1300 to 2300 hrs. She is requesting the event be held on North Adams Street west of Plum Alley to Chestnut. She is requesting all food and activities on the surface street within the barricade area. She has requested no assistance from the Borough.

I would recommend approval with the following stipulations. All barricades/cones to be used must be picked up and dropped off at the Borough Garage by event personal and a security check placed with the Borough garage. Barricades/cones will be erected and torn down by event personal. Two barricades each will be placed at the following locations; Adams at Chestnut and Adams at Plum Alley. Have barricades monitored at all times. **No alcoholic beverages are permitted on streets or sidewalks. All music must be played within acceptable limits to adhere to the Borough Noise Policy Standards. Streets and sidewalks must be cleaned up, streets clear of personal and barricades torn down by dusk.** Application received 15 July 2016.

Penn Beer Clydesdale Parade 9/2/16

Special Event, Race, Public Assemblage Permit Checklist 2016

~~5pm - 9pm~~  
4 - 8pm



# BOROUGH OF WEST CHESTER

CHESTER COUNTY PENNSYLVANIA

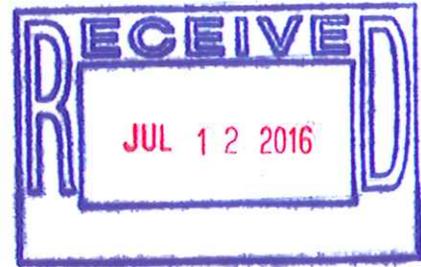
## Special Event, Race, Public Assemblage Checklist

### 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)

List of Subcontractors with Insurance Certificates

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

Borough Services requested *WCD/WCPW/WC Parking*

- Provide description

Applicant Certificate of Insurance *Rec'd 7/13/14*

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

Application fee (cash, check, or money order) *CASH 7/10/14*

- Application fee is NON REFUNDABLE

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

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. Penn Beer Sales + Service

Date applications was submitted to the Borough 7/12/2016

Main Contact Name Sarah Razonale Cell phone 215-779-1986

Home phone 215-487-0300 ext 150 email Srazionale@pennbeer.com

Main Contact address 401 Domino Lane, Phila. PA 19128

Day of Event Contact and Cell Phone (if different from above)  
9/2/2016 - Myself or John Derenzi @ 215-779-1989

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

### Event Information

Name of event Clydesdales Parade

Date/s of event and times 9/2/2016 5pm-8pm

Set up and breakdown times for event 4pm-5pm - 7pm-8pm

Description of event (use separate sheet of paper if needed)  
Full hitch Budweiser Clydesdales Parade. Police escort service required in front + back of hitch. We will be stopping at each participating licensed Penn Beer Retail Act, for photo op + delivery of one case complimentary Budweiser Product. Each stop will be for 5 minute duration.

New times as of 8/3/16

Event info cont'd

Type of Event: Walk/Run  Parade  Block Party  Festival   
Film  March/Rally  Other  (if other, explain below)

\_\_\_\_\_  
\_\_\_\_\_

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

Address - \_\_\_\_\_  
\_\_\_\_\_

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? Approx 20,000

Total number of workers/volunteers/marshals for event? Refer to 2015 Parade

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

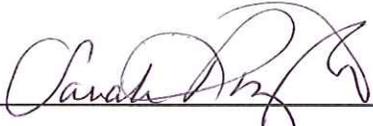
If yes, how many vendors do you plan on attending? \_\_\_\_\_

- 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: 7/12/2016

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.

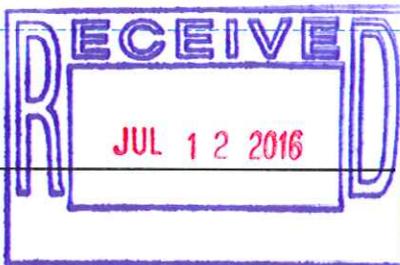
Borough of West Chester Services Requested

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: \_\_\_\_\_

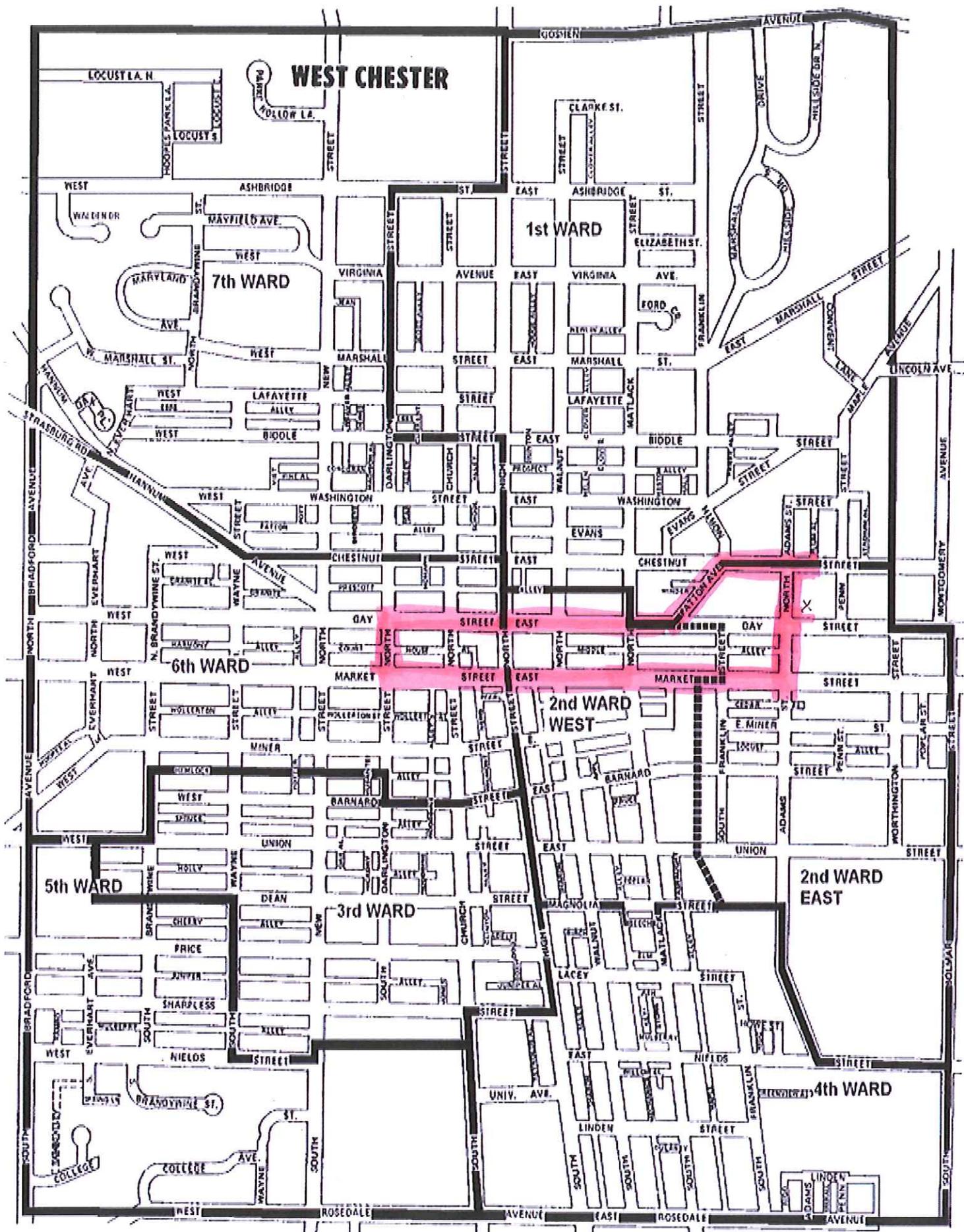
Notes: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Police approval signature: \_\_\_\_\_ Date: \_\_\_\_\_

Application Denied/Reason:                      YES      NO

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Borough Council Approval: \_\_\_\_\_ Date: \_\_\_\_\_



WEST CHESTER BOROUGH VOTING WARDS

THE WORLD FAMOUS CLYDESDALES ARE COMING TO WEST CHESTER  
**FRIDAY SEPTEMBER 2nd**  
BRING YOUR FAMILY AND FRIENDS





# West Chester Police Department

401 EAST GAY STREET

WEST CHESTER, PENNSYLVANIA 19380

TELEPHONE: 610-696-2700

**SCOTT L. BOHN**

Chief of Police  
FBINA 186

**WILLIAM A. MORRIS**

Lieutenant

**SAMUEL J. IACONO**

Lieutenant

## Special Event/Duty Police Coverage Agreement to Pay Fees

In order to process your request for Police Coverage at your approved Special Event, please complete the information below and return to the West Chester Police Department, Attn: Staci King, 401 East Gay Street, West Chester, PA 19380 or via email to [sking@west-chester.com](mailto:sking@west-chester.com). Once we receive the information below we will process and send an invoice. In order to fill Special Duty Overtime we request this completed form be returned to us 30 days or more in advance of your event.

Name of Organization: \_\_\_\_\_

Event Date: \_\_\_\_\_

Name of Event: \_\_\_\_\_

Address: \_\_\_\_\_

Start Time: \_\_\_\_\_

\_\_\_\_\_

End Time: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Phone: \_\_\_\_\_

Number of Police Officers Requested: \_\_\_\_\_

*(Please note: Special Duty Police Coverage is invoiced at a minimum of 3 hours per officer  
All Races/Runs are required to have a minimum of two (2) officers in support)*

I, \_\_\_\_\_, certify that I am requesting Police Coverage for the event listed above and that I am authorized to do so on behalf of the organization. I am aware that Police Coverage for this event is invoiced at \$150.00 per officer, per hour with a 3 hour minimum for all events.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/13/2016

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> MARSH USA INC. ONE TOWNE SQUARE, SUITE 1100 SOUTHFIELD, MI 48076 Attn: DetroitGroupCaptive.CertRequest@marsh.com  00049 --GAWU-16-17	<b>CONTACT NAME:</b> _____	
	<b>PHONE (A/C, No, Ext):</b> _____	<b>FAX (A/C, No):</b> _____
<b>E-MAIL ADDRESS:</b> _____		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Zurich American Insurance Company		16535
<b>INSURER B :</b> American Zurich Insurance Company		40142
<b>INSURER C :</b> N/A		N/A
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-006631325-01                      **REVISION NUMBER:** 1

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: _____			GLO6510189-25	04/01/2016	04/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BAP3486868-11  BAP6510191-25	04/01/2016  04/01/2016	04/01/2017  04/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ _____ AGGREGATE \$ _____
B	<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	WC6510188-25	04/01/2016	04/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 THE CERTIFICATE HOLDER IS INCLUDED AS AN ADDITIONAL INSURED FOR GENERAL LIABILITY AND AUTO LIABILITY AS REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT, PER POLICY TERMS AND CONDITIONS. WORKERS' COMPENSATION DOES NOT APPLY TO MONOPOLISTIC STATES (ND, OH, WA, AND WY), PUERTO RICO, OR THE VIRGIN ISLANDS.

<b>CERTIFICATE HOLDER</b>  THE BOROUGH OF WEST CHESTER 401 E. GAY ST. 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 of Marsh USA Inc.  John C Hurley
--	--

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# West Chester Police Department

## MEMORANDUM

---

TO: Chief Scott Bohn

FROM: Sgt. John C. O'Donnell

DATE: 11 August 2016

SUBJECT: **Budweiser Clydesdales Parade 09/02/2016**

---

I am in possession of a Special Events Permit Request filed by Sarah Rationale of Penn Beer Sales and Service of Philadelphia Pa. She is requesting a parade presenting the Budweiser Clydesdales in a procession through the Central Business District of West Chester Borough. The horses and carriage will stop at selected bars along the route for ceremonial presentations and photographs. The parade may include police, fire apparatus and band as participants.

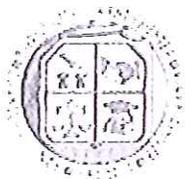
The route will be as follows; Truck arrival and pre-parade staging in the parking lot to the rear of the West Chester Borough building. Depart the Borough building north on Adams to west on Chestnut to south on Patton to West on Gay to south on Darlington to east on Market to north on Adams return to the Borough building parking lot. Pre-parade staging will commence at approx. 1600 hours on 02 Sept 2016 and the parade step off will commence at approx. 1700 hours. The parade itself will take up to two hours with breakdown commencing in the Borough lot at approx. 1900 hours. Truck departure from the Borough lot will commence at approx. 2000 hours.

The parade will require crime scene tape around the entire parade routes inner and outer loop. The Central Business area of the parade route will be marked Temporary No Parking. There will be as many as twelve (12) WCPD Police Officers assigned at the overtime rate from 1600 to 2000 hrs. or later to staff the event. All West Chester Borough expenses will be covered by Budweiser or its designated parade sponsor(s) to be identified prior to the event. The West Chester Fire Company will assist with parade logistics along with West Chester/West Goshen Fire Police and Chester County Sheriff's upon request.

Any and all changes to the above stipulations will be approved by the West Chester Police Department Administration or its designee only.

~~9/17/16~~ 9/17/16

10a - 3p



BOROUGH OF WEST CHESTER  
CHESTER COUNTY PENNSYLVANIA

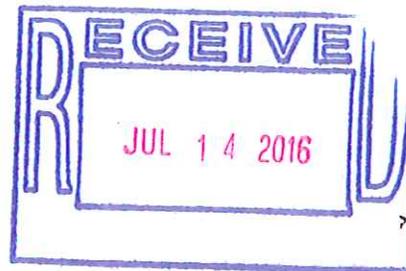
Special Event, Race, Public Assemblage Checklist

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)

List of Subcontractors with Insurance Certificates

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

Borough Services requested

WCPD

- Provide description

Applicant Certificate of Insurance

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

Application fee (cash, check, or money order)

✓ # 1028 \$250.00

- Application fee is NON REFUNDABLE

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

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. The Chester County Hospital Foundation

Date applications was submitted to the Borough 6/27/2016

Main Contact Name Jonathan Waple Cell phone 484-356-4506

Home phone 610-431-5328 X5328 email Jonathan.Waple@uphs.upenn.edu

Main Contact address 701 East Marshall St. West Chester, PA 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 Heart + Sole 5k

Date/s of event and times September 18, 2016 12:30pm registration, 2pm race start  
9/17/16

Set up and breakdown times for event 10:00am - 3:00pm

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

Description on following page.

2016 Heart + Sole 5k race & Walk for Cancer Care

September 13, 2016

Registration will take place at Henderson High School at 12:30pm. At 1:55pm, race instructions are given and a brief word on purpose of the race at starting line. Race will start at 2pm:  
Start at Henderson high School on East Biddle Street heading SW – Turn Left on North Walnut Street – Turn Left on East Washington Street – Turn Right on North Matlack Street – Turn Left on East Chestnut Street – Turn Left on North Penn Street – Turn Left Onto East Biddle Street Again – Runners will complete 3 loops and walkers will complete 1 loop. Both groups will finish inside Henderson's stadium on the track field. We have ample volunteers to cover each street with cones and flags.



Event info cont'd

Type of Event: Walk/Run  Parade  Block Party  Festival

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

5k run & 2.5k Walk

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

Address - Henderson High School , 400 Montgomery Ave,  
West Chester, PA 19380

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

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

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

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

TMACC (Transportation Management Authority of Chester County) 610-993-0911

<http://www.tmacc.org/public-transportation/>

Total number of expected participants and/or attendance? 250

Total number of workers/volunteers/marshals for event? 50

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: 7-11-16

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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/06/2016

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> Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797 Contact: PHILADELPHIA.CERTS@MARSH.COM  J24356-STAN-GUAP-14-15	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ EMAIL ADDRESS: _____														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Pinnacle Consortium of Higher Ed VT RRRG</td> <td>11980</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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: Pinnacle Consortium of Higher Ed VT RRRG	11980	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**INSURED**  
 TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA  
 ATTN: MR. BENJAMIN EVANS  
 421 FRANKLIN BUILDING  
 3451 WALNUT STREET  
 PHILADELPHIA, PA 19104-6205

**COVERAGES**  
 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
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			PCHE2016-09	07/01/2016	07/01/2017	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Each occurrence) \$2,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$6,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 _____ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> _____ <input type="checkbox"/> _____						COMBINED SINGLE LIMIT (Each accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ _____ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ _____ \$
	<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	N/A					<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EACH EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Evidence of insurance for Chester County Hospital - re: participation in the "Heart + Sole 5k" run to be held on Sunday, September 18, 2016. The Borough of West Chester is listed as an additional insured.

<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 of Marsh USA Inc.  Manashi Mukerjee <i>Manashi Mukerjee</i>

Borough of West Chester Services Requested

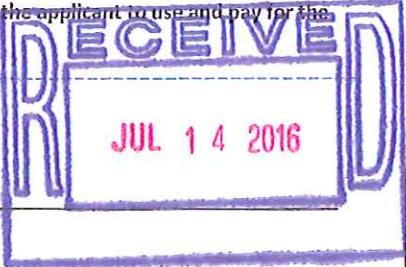
Check ALL that apply: No Services Requested

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Borough Council Approval: \_\_\_\_\_ Date: \_\_\_\_\_

THE CC HOSPITAL FOUNDATION INC.  
SPRING COMMUNITY EVENTS

62-10-311

Check Fraud  
Protection for Business

1028

DATE 8-22-11

TO THE ORDER OF Borough of West Chester  
Two Hundred Fifty Dollars \$ 250.00  
and no/100 DOLLARS

WSFS bank

We Stand For Service

300 DELAWARE AVE. WILMINGTON, DELAWARE 19801

PAID TO THE ORDER OF Susan Dumbrough

⑆03⑆600⑆02⑆ 280599 6681⑆ 1028

Security Features  
Discover with Cash

DP

PHOTOCOPIED FROM ORIGINAL



# West Chester Police Department

## MEMORANDUM

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TO: Scott Bohn

FROM: Sgt John O'Donnell

DATE: 11 August 2016

Subject: CCH Foundation 5K

I am in receipt of a Special Event Permit Request submitted by Jon Waple of the Chester County Hospital Foundation on 14 July 2016. He is requesting a 5K run on **17 September 2016 at 1000** hours in the northeast quadrant of the Borough. He is requesting no parking or public works assistance. The race route is as follows; from Henderson High School west on Biddle to south on Walnut to east on Washington to south on Matlack to east on Chestnut to north on Penn to west on Biddle, three times around. The runners will finish exiting Chestnut Street to J. Oscar Dicks Stadium.

I will speak with Mr. Waple concerning the event. I will advise Mr. Waple that in addition to properly attired mature marshal's at every intersection using hand held signal flags, there will be a coned running lane the length of Chestnut Street and that all vehicle traffic exiting Gay street to north on Matlack must be directed west on Chestnut Street during the race. This would be accomplished with properly placed cones together with marshals at the Matlack and Chestnut Street intersection. Two WCPD Officers will be assigned for event for three hours at the overtime rate.

At this time with all police stipulations **I would approve the event for the date of 09/017/2016 at 1000 hrs.**

**JORDAN C. LUDWICK**  
424 North High Street, Apt. 5  
West Chester, PA 19380  
484-343-4545 • jclud77@gmail.com

August 12, 2016

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

Dear Mr. Cotter:

Please accept this letter of appreciation in lieu of the letter of interest I began drafting last weekend, before the Public Works, Recreation & Environmental Protection Committee met this past Tuesday evening. I want to thank you and the members of the Committee for allowing me to interview for a seat on the Recreation Commission, even though I attended the meeting merely to observe, not intending or expecting to be heard.

For reasons stated on the record, among many others, I am fervent in my desire to serve on the Commission. I look forward to maintaining the rapport that I established with the Parks & Recreation Department, its exceptionally-devoted director Keith Kurowski, and all of the other Borough personnel with whom I worked during my association with the former West Chester Adult Baseball League. Perhaps most importantly, I am eager to undertake a more active role in the first-rate recreation programs and events that I have personally enjoyed throughout my nearly-thirteen (13) years as a Borough resident.

I cannot overstate my gratitude for this wonderful opportunity to give back to a community that over the years has given so much to me. Again, please accept my sincerest thanks.

Very truly yours,



Jordan C. Ludwick

cc: Donald Braceland  
Diane C. LeBold  
Jordan C. Norley  
Keith A. Kurowski  
Mary Barrett



## MEMORANDUM

**TO:** Michael A. Cotter, Borough Manager  
**FROM:** O'B. Laing, Director Public Works  
**DATE:** August 09, 2016  
**RE:** **Streets Resurfacing Contract Award**

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### Recommendation:

That Borough Council award the 2016 Streets Reconstruction and Resurfacing contract to the low bidder Innovative Construction Services for a contract sum of **\$398,815.00**.

**Background:** On August 08, 2016 bids were received from three bidders for both Base and Alternate Bids. Innovative Construction Services was the low base bidder at a bid price of **\$312,663.75**, which was well within or Street Resurfacing (Highway Aid) budget allocation \$375,000.00. The prioritized Alternate Items sum total contract price **\$86,151.25** was then added to the Base Bid price, resulting in a total contract sum of **\$398,815.00**.

It should be however noted that the total contract sum **\$398,815.00** also include the reconstruction and resurfacing of prioritized alleys with its own budget allocation of \$28,000.00.



# Borough of West Chester

## Public Works Department

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August 9, 2016

On August 8, 2016 we received three bids for the 2016 Road Resurfacing Project. The apparent low bidder is Innovative Construction Services with a base bid of \$312,663.75.

The base bid is comprised of the following:

### Mill and Overlay

Location	From	To	Approx. SY
East Chestnut Street	Matlack Street	High Street	3357
Ashbridge Street	Walnut Street	Matlack Street	1813
Ashbridge Street	Downingtown Pike	New Street	4700
Ashbridge Street	High Street	New Street	1627
Walnut Street	Gay Street	Chestnut Street	1520
Walnut Street	Nields Street	Magnolia Street	1367
Walnut Street	Miner Street	Market Street	453
Church Street	Union Street	Dean Street	1173
Church Street	Price Street	Sharpless Street	1298
New Street	Ashbridge Street	Virginia Avenue	720
Rosedale Avenue	Franklin Street	Joseph Alley	1583
Wollerton Alley	Darlington Street	Church Street	733
Hemlock Alley	New Street	Church Street	978
Clover Alley	Ashbridge Street	Clark Street	733

### Base Repair

Location	From	To	Approx. SY
Rosedale Avenue	Church Street	Franklin Street	1000

### Alley Reconstruction

Location	From	To	Approx. SY
Scotts Alley	Virginia Avenue	West Marshall Street	600



# Borough of West Chester

Public Works Department

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In light of a proposed budget of \$403,000, we are proposing including in the contract the following alternate areas of mill and overlay:

## Mill and Overlay

Location	From	To	Approx. SY
Sharpless Street	Brandywine Street	New Street	3800
Rosedale Avenue Development	Includes Rosedale Ave, Linden Street, Adams Street, Rigg Alley, Sgt. Yarnall Alley, and Joseph Alley		4605

The alternate contract price for the above roads is \$86,151.25.

Therefore, we are recommending awarding the contract to Innovative Construction Services for a total contract amount of \$398,815.00.

**2016 Road Resurfacing Project Bid Results**

Innovative Construction Services	\$312,663.75
DiRocco Bros., Inc.	\$325,112.50
Allan Myers	\$357,403.15