Public Works, Recreation & Environmental Protection Committee

September 13th, 2016 – 5:30 pm

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

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

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

2. Discuss proposed Memorandum of Understanding establishing a collaboration between Melton Center and West Chester Borough

3. Discuss Marshall Square Park Playground Project

4. Discuss Special Event Permits
   a. West Chester University Homecoming – 10/22/2016
   b. Chester County "Color Run" – 5k – 11-5-2016
   c. Chili Cook-off – 10-8-2016
   (All are pending WCPD Approval)

5. Discuss request for award of 2016 (Fall) Tree Planting Contract (Scheduled BID opening 9/12/2016)

6. Discuss proposed Ordinance to redefine and expand the scope of the Shade Tree Commission

7. Discuss Banner Requests:
   a. Chester County OIC – E. Market Street – 10-17-2016 – 10-29-2016
   b. Request from Domestic Violence Center of CC to put ribbons up

8. Discuss CH2M Green Infrastructure Design Services Proposal

9. Discuss August Minutes

THOMAS COMITTA ASSOCIATES, INC.
Town Planners & Landscape Architects

MEMORANDUM

TO: Melton Center Representatives

West Chester Borough Representatives

FROM: Tom Comitta TC

DATE: August 25, 2016

SUBJECT: **COLLABORATIONS BETWEEN MC & WC**

Thank you for participating in the brainstorming sessions to explore Collaborations between the Melton Center & West Chester Borough !

Enclosed is a summary of what we discussed during the 3 sessions. Using the enclosed information, it is my understanding that Sam Stretton, Esq. will now draft a Memorandum of Understanding (MOU) for our mutual review and comment.

Please let me now if you have any questions with the enclosure, or if you need any additional assistance.

P.S. 21 copies have been delivered to the Melton Center, and 18 copies have been delivered to West Chester Borough Hall.

Melton Center & West Chester Borough

Collaborations
Brain-storming Session #4: August ???, 2016 (8-19-16)

As Facilitator of the Brain-storming Sessions, I suggest the following sequence for Session #4, if we decide we would like to have another Session:

1. **Memorandum of Understanding (MOU)**

   1.1. Third Draft dated August 18, 2016

   1.2. Attachments to the MOU

2. **Synthesis of Session #3 on July 21, 2016**

   2.1. Short Term **Collaborations** ("Low Hanging Fruit")

   2.2. Medium Term **Collaborations** ("A Bit of A Stretch")

   2.3. Long Term **Collaborations** ("Pie in the Sky")

3. **Possible Next Steps**

   3.1. Refinement of the draft to become a Memorandum of Understanding (MOU)

   3.2. Report back to the respective Boards

   3.3. Joint Meeting of Melton Center Board & WC Borough Council to further discuss possible Collaborations (sometime in September?).

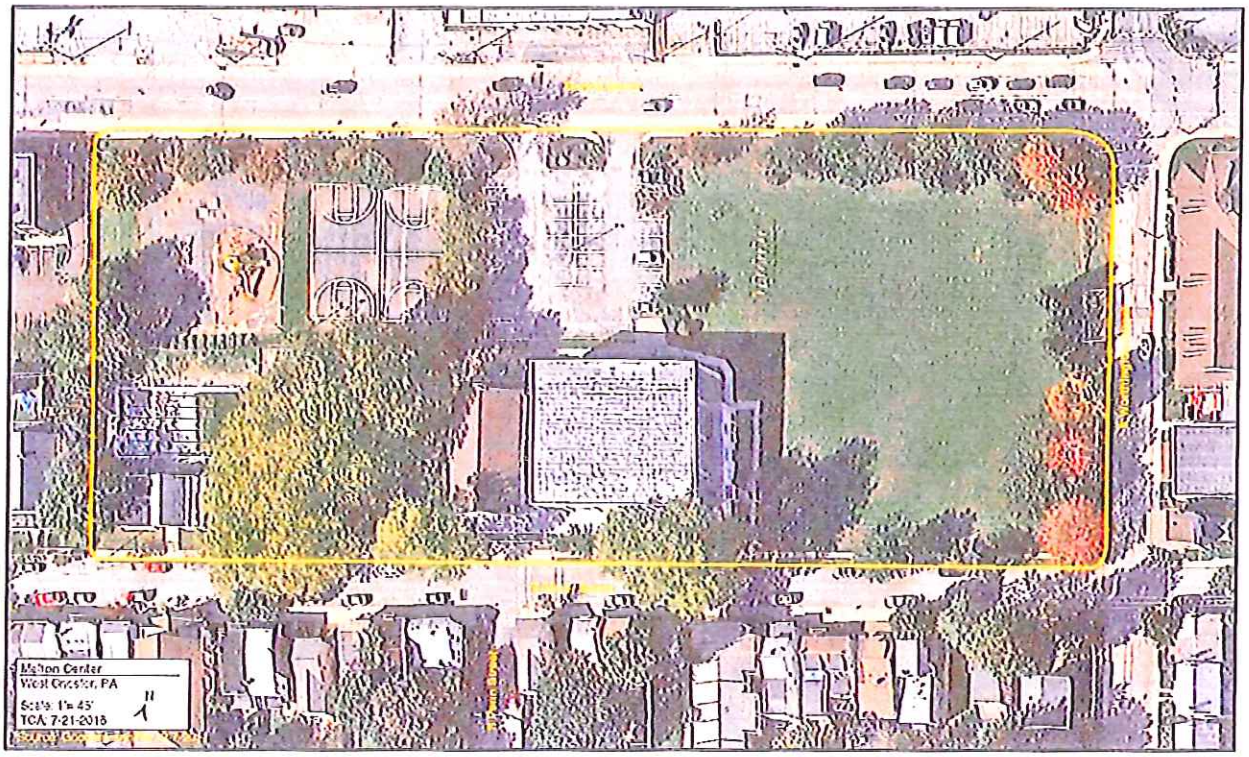
Notes:

a. The Facilitator believes that "we can still do this". In other words, it does not appear that we have any major stumbling blocks to these **Collaborations.**

b. Please refer to the enclosed 11"x17" Google Earth aerial photograph, that depicts the Melton Center property as of 10-7-2011.

c. Please refer to the enclosed 11"x17" "Virtual Lots" exhibit, and related idea outlined on page 2.2. as item 1.1.

MEMORANDUM OF UNDERSTANDING:
Between West Chester Borough, and the Charles A. Melton Arts and Education Center



Prepared by:

A Task Force of West Chester Borough Representatives and Melton Center Representatives

with the Assistance of:

Thomas J. Comitta, AICP, CNU-A, RLA
Town Planner & Landscape Architect

Draft: July 21, 2016
Revised Draft: July 28, 2016
Further Revised Draft: August 18, 2016
Final Draft: August 19, 2016

MEMORANDUM OF UNDERSTANDING
Between West Chester Borough, and the
Charles A. Melton Arts and Education Center

July 21, 2016; July 28, 2016; Revised: August 18, 2016
Final Draft: August 19, 2016

Overview

A group of civic minded persons met on 3 occasions to discuss opportunities and synergies between West Chester Borough and the Melton Center. The Work Sessions took place on:

+ May 31, 2016 (at the Melton Center);
+ June 16, 2016 (at the Melton Center); and
+ July 21, 2016 (at West Chester Borough Hall).

The West Chester Borough representatives in attendance included:

- Diane LeBold, Borough Council; and
- Michael Cotter, Borough Manager.

The Melton Center representatives in attendance included:

- Lisa Dorsey, Chairman, Board of Directors;
- Debbie Fell, Vice-Chair, Board of Directors;
- Alice Thomas, Board of Directors;
- Jean Newsome, Board of Directors; and
- Ken Winston, Executive Director.

The work sessions were facilitated by Thomas J. Comitta, AICP, CNU-A, RLA, who has served as a Planning Consultant to West Chester Borough since 1988.

Collectively we explored various Collaborations, as summarized on pages 2.1. through 2.4.

MEMORANDUM OF UNDERSTANDING
Between West Chester Borough, and the
Charles A. Melton Arts and Education Center

July 21, 2016; July 28, 2016; Revised: August 18, 2016
Final Draft: August 19, 2016

Process

Our "Brainstorming" Process focused on the following questions during the 3 Work Sessions:

+ what do we do, and how do we operate?;
+ what problems do we face?; and
+ what opportunities might exist, for the mutual benefit of West Chester Borough and the Melton Center?

We first drafted a "Collaborations" List (see pages 2.2. through 2.4.) that focuses on:

- Short Term Collaborations
  (up to 2 years);
- Medium Term Collaborations
  (2 to 5 years); and
- Long Term Collaborations
  (5 year plus).

The List of Collaborations serves as "food for thought" for possibly forging new opportunities for programs, operations, events, physical plant, and resources.

Melton Center & West Chester Borough
Synthesis of Session #1 on May 31, 2016, and Session #2 on June 16, 2016,
and Session #3 on July 21, 2016

(8-19-16)

1. Short-Term Collaborations ("Low Hanging Fruit")

Based on Brainstorming Session #1 on 5-31-16 and Session #2 on June 16, 2016, it appears that there are several Collaborations that can be achieved in the Short Term. During 2016 and 2017 (and beyond), we could address the following items:

1.1. Consider a "Virtual Lots" program, to obtain Cash Contributions. (This program could also be called "Adopt A Lot"). (See 11"x17" enclosure that depicts where 100 "Virtual Lots" might be located. Please note that a Virtual Lots program was established in 2016 to raise funds for Barclay Park.)

1.2. Lease space at the Melton Center to the West Chester Borough Recreation Department for various programs, such as during "Rainouts" during the Summer Recreation Program.

1.3. Lease space to the Uptown Entertainment Alliance, until the former Armory is remodeled.

1.4. "Advertise" Melton Center programs in the West Chester Borough Activities Guide, as well as the West Chester Borough website.

1.5. Promote a "Farmers Market" opportunity, as a complement to the existing Community Gardens.

1.6. Promote Melton Center "overflow activities" at the nearby John O. Green Park on Matlack Street, after an Indemnification (Hold Harmless) Agreement is executed.

1.7. Create a set of "Guiding Principles" for the Melton Center – West Chester Borough Collaboration.

1.8. Create and Refine the attached "Memorandum of Understanding" Outlines, in order to memorialize various Partnership Opportunities, on how to better serve the West Chester Community through effective Collaborations.

1.9. Utilize the Parking Lot at West Chester Borough Hall for certain Melton Center events, such as the October 2016 Gala.

1.10. Create a "Gifts Catalogue" and Identify Wish List items, and their Costs, and to aid in seeking contributions.

Melton Center & West Chester Borough
Synthesis of Session #1 on May 31, 2016, and Session #2 on June 16, 2016,
and Session #3 on July 21, 2016

(8-19-16)

2. Medium-Term Collaborations ("A Bit of a Stretch")

Based on Brainstorming Session #1 on 5-31-16 and Session #2 on 6-16-16, it appears that we could Collaborate on several initiatives in the Medium Term. During 2017 to 2019 (and beyond), we could address the following items:

2.1. Establish mechanisms for Shared Technology.

2.2. Establish mechanisms for Shared Staffing.

2.3. Establish mechanisms for assistance with Grant Applications.

2.4. Partner with the WCASD to use the parking lot at Henderson High School as an overflow parking opportunity.

2.5. Consider the construction of a Pavilion (like the one at Hoopes Park) to enable more programs, and to establish a "User Fee" for group use of the Pavilion (as part of a joint strategic planning initiative between the Melton Center and West Chester Borough).

2.6 Create a Summer Film Series as a joint Melton Center – West Chester Borough program. (Start with "Movie Night" as a test.)

2.7. Create a "Committee of 100" to forge Alliances with other groups, to help insure the sustainability of the Melton Center for the next 100 years, such as the Chester County Art Association, the Chester County Historical Society, the Greater West Chester Area Chamber of Commerce, the West Chester BID – Business Improvement District, and Peoples Light & Theatre Company.

2.8. "Triangulate" programs between West Chester Borough, West Chester University, and the Melton Center, and other opportunities such as Grant Writing.

2.9. Explore a Long-Term Lease Agreement between West Chester Borough and the Melton Center, whereby the Borough would utilize the facilities for a variety of programs and activities over a 25 year period.

2.10. Assist with the Swimming Pool Renovations.

Melton Center & West Chester Borough
Synthesis of Session #1 on May 31, 2016, and Session #2 on June 16, 2016,
and Session #3 on July 21, 2016

(8-19-16)

3. Long-Term Collaborations ("Pie in the Sky")

Based on Brainstorming Session #1 on 5-31-16 and Session #2 on 6-16-16, it appears that we could Collaborate on other initiatives in the Long Term. During 2017 to 2021, we could address the following items:

3.1. Consider Amendments to existing Zoning Regulations, to possibly "restore" Commercial Zoning to the property, subject to 3.2.

3.2. Consider a TDR – Transfer of Development Rights Program (to provide Cash for the Melton Center, without the need to develop the property). Explore the ability to Transfer the Development Rights of potential commercial development at the Melton Center, to sites in other parts of the Borough.

3.3. Consider Amendment to existing Zoning Ordinance Regulations, to possibly "restore" Commercial Zoning to a portion of the property.

3.4. Form a Municipal Recreation Authority to aid in long term Collaborations.

3.5. Partition current Indoor Space to accommodate additional events

3.6. Create a Fitness Center

3.7. Grow Vertically, by creating a Second/Third Floor (one story above existing building heights)

3.8. Create a Bona Fide Conference Room

3.9. Renovate existing Office Space

3.10. Create a Community Resource Center/Library

3.11. Create an Outdoor Amphitheatre

3.12. Acquire useful adjoining properties to the west

3.13. Create a Vision for the next 25 years for Collaborations between West Chester Borough and the Melton Center.

MEMORANDUM OF UNDERSTANDING
Between West Chester Borough, and the
Charles A. Melton Arts and Education Center

July 21, 2016; Revised: August 18, 2016
Final Draft: August 19, 2016

Summary of Our Understandings

In light of the list of Collaborations on pages 2-2 thru 2-4, we could create Agreements for the following initiatives:

1. In 2016, advertise Melton Center programs in the West Chester Borough Activities Guide, and on the Borough website.

2. By the end of 2016, enter into an Agreement for West Chester Borough to utilize the Melton Center for specific Programs and Activities, at a mutually agreed Fee Schedule (especially in the short term from August 8 to 12, 2016).

3. By the end of 2016, enter into an Agreement for the Melton Center to utilize the John O. Green Park for selected programs and activities, at no cost to the Melton Center.

4. By the end of 2016, enter into an Agreement for the Melton Center to utilize the parking lot at West Chester Borough Hall for special events on weekends, at no cost to the Melton Center.

5. In 2016, begin to share Technology and Staff, so that the Melton Center can stretch its programs and services.

6. By 2017, begin to address an Agreement for a Long-Term Lease (e.g. 25 years) between West Chester Borough and the Melton Center, whereby the Borough would utilize the facilities for a variety of programs and activities in the future.

7. By 2017, apply jointly for Grants for capital improvements.

8. By 2018, modify the Zoning Regulations, and consider a TDR – Transfer of Development Rights Program to enable the Melton Center to receive funds for relinquishing their development rights (while continuing to be a community asset in perpetuity).

9. By 2018, create a Vision for future Collaborations between West Chester Borough and the Melton Center, over the next 25 years.

10. Set a Goal of 2020 to 2025 for West Chester Borough to regularly Partner with the Melton Center, on various initiatives and opportunities.

little tikes COMMERCIAL

Playgrounds Fun & Easy!

Project:
Marshall Square

Project No.
LP516_42592441146_1
Drawn: 2016-08-10

Presented By:

BOYCE ASSOCIATES
PURVEYORS OF PRACTICALLY PERFECT PARKS & PLAYGROUND PRODUCTS

Paul Grim
Boyce Associates
(610) 289-4800

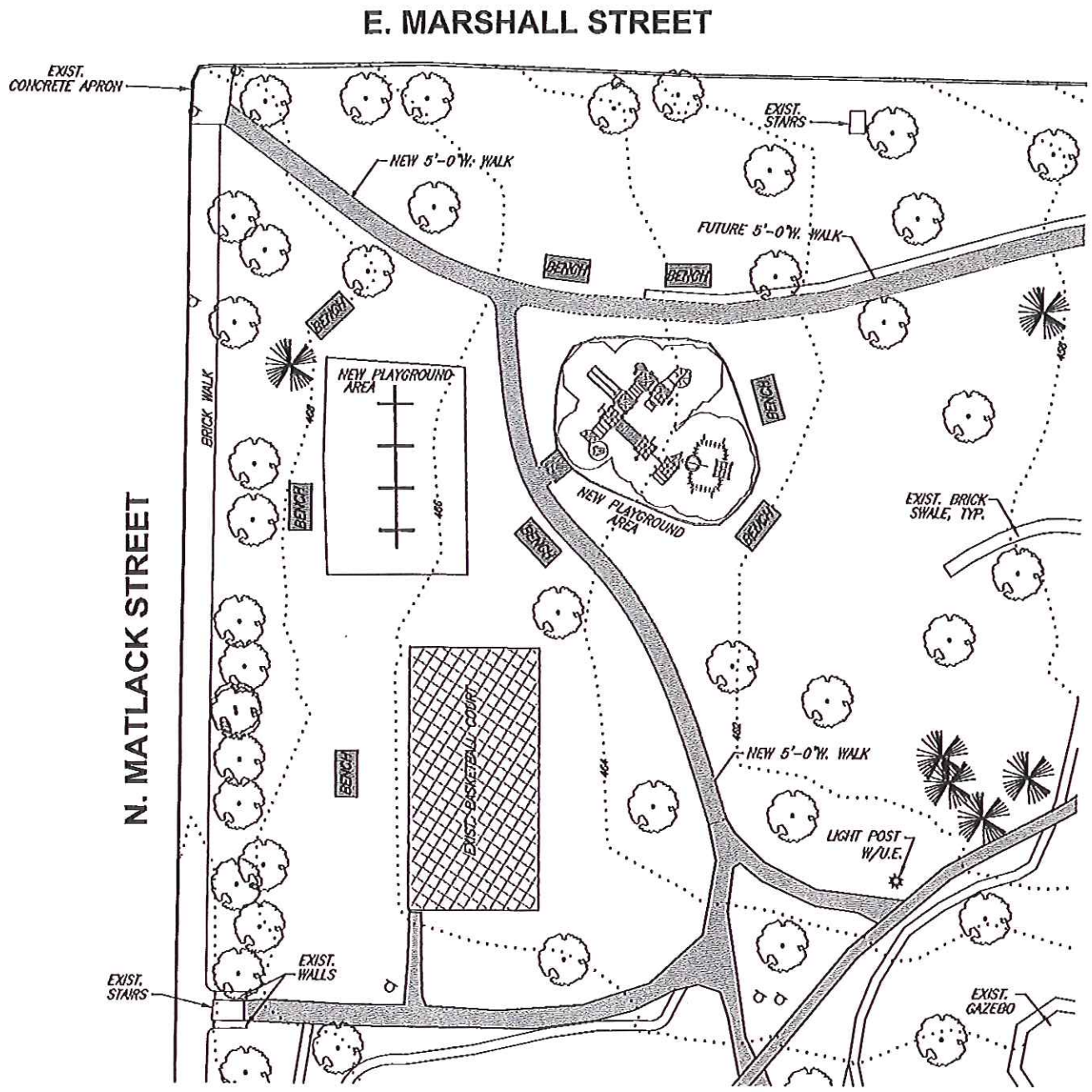
5 AGES 12

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

ISO 9001:2000 CERTIFIED

IPEMA MEMBER

PlayPower LT Farmington, Inc.
800-325-8828 www.ltcps.com



PROPOSED
PLAYGROUND LAYOUT

40 0 20 40 80

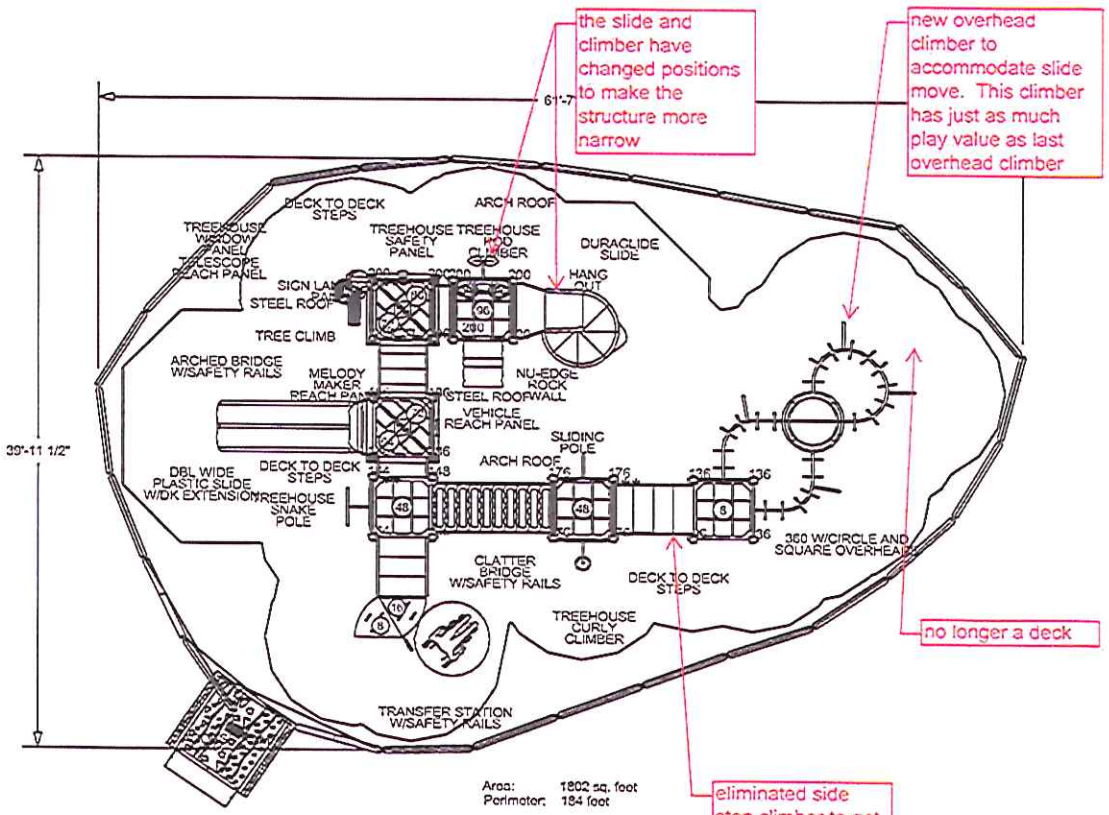
GRAPHIC SCALE
1 inch = 40 feet

EAST MARSHALL NORTH MATLACK NORTH PENNOCK EAST BIDDLE

FRIENDS OF MARSHALL SQUARE PARK

PROPOSED PLAYGROUND AREA / NEW PATHS FOR: MARSHALL SQUARE PARK

NORTHWEST QUADRANT 4-28-16



NOTES

Scale*: 1/8"=1'

1. The 2010 American with Disabilities Act (ADA) along with Architectural Barriers Act (ABA) Accessibility Guidelines requires you by law to make your park/play area accessible when viewed in its entirety. Please consult the Accessible Guidelines.
2. For play equipment to be considered accessible an accessible route must be available with in the play area to all identified accessible components per ADA and ABA.
3. When adding to an existing play area, it is important to consider the total elevated components to ground level requirements including accessible routes.
4. All deck heights are measured from the top of the finished protective surfacing material.
5. Fall absorbing protective surfacing material is required under and around all play equipment within the play area.
6. The minimum recommended use/fall zone around each play structure and/or independent play equipment is outlined on the layout drawing.
7. Age appropriate label locations are marked with a double asterisk. (**)
8. All post lengths are identified by text showing the post lengths, i.e. 96 represents a 96 inch post. Scale for reference only. Use dimensions as shown.
9. Elevated Play Activities Total: 10
   - Accessible By Transfer: 10 (5 req)
   - Accessible By Ramp: 0 (0 req)

   Ground Level Activity Type: 6 (3 req)

   Ground Level Activity Quantity: 7 (3 req)

* Scale for reference only. Use dimensions as shown.

little tikes COMMERCIAL

Playgrounds Fun & Easy!

Representative:
Paul Grim
Boyce Associates
(610) 289-4800

Project:
Marshall Square

Project No.
LP516_42592441146_1
Drawn: 2016-08-10
Drawn By: Paul Grim

PlayArea:1
Product line:KidBuilders
Age group:5-12
Post type:Galv. 13ga. / Plastic
KB Accent Color:Green
Kid Builder Post Color:Brown
KB Pnl/Crwl Tunnel Clr:Forest Green
KB Roof Color:Forest Green
KB Sid/Float Stone Clr:Tan
KB Vinyl color:Brown
KB Overhead Color:Brown
KB Dura Panel Clr:Forest Green
KB Dura Slide Clr:Tan
KB Steel Roof Clr:Green
Hang Out Plastic Color:Forest Green
Mount Option:Buried

Playground Layout Compliance:

- ✓ Final Access Board Regulations
- ✓ CPSC Handbook for Public Safety
- ✓ ASTM F1487

This play equipment complies with the safety performance specifications of ASTM for children 5-12 years old. Not all equipment may be appropriate for all children. Supervision is required.

PlayPower LT Farmington, Inc.
P.O. Box 897
Farmington, Missouri 63640
Phone: 1-800-325-8828
Fax: 573-756-0319
www.ltcps.com

NJPA

National Joint Powers Alliance®

Official

CERTIFICATE OF MEMBERSHIP

Borough of West Chester

Member #119398

This certificate entitles the entity named above the opportunity to puchase off of nationally, competitively solicited contracts. The entity will save time by using NJPA contracts, save money by leveraged volume pricing and obtain quality products from nationally acclaimed vendors.

Dr. Chad Coauette, PhD, Executive Director / CEO

SERVING GOVERNMENT AND EDUCATION

NJPA

National Joint Powers Alliance®

COOPERATIVE PURCHASING SOLUTIONS

NJPAcoop.org • 888-894-1930

PlayPower LT Farmington, Inc.
878 E. US HWY 60
Monett, MO 65708 USA
1-800-325-8828

QUOTATION

Quote Prepared For:

Keith Kurowski
West Chester Recreation Commission
401 East Gay Street
West Chester, PA 19380
(610)436-9010
kkurowski@west-chester.com

Project Name & Location:

Marshall Square
401 East Gay Street
West Chester, PA

Prepared by:

Boyce Associates
Paul Grim
P.O. Box 885
Trexlertown, PA 18087
(610) 289-4800(phone)
(610)289-4803(fax)
paul@boyce4playgrounds.com

Quote Number: LP516_42592441146_1
Quote Date: 2016-08-10
Valid For: 30 Days From Quote Date

PlayArea 1

Product line: KidBuilders
Age group: 5-12
Post type: Galv. 13ga. / Plastic

Global defaults	
KB Accent Color	Green
Kid Builder Post Color	Brown
KB Pnl/Crwl Tunnel Clr	Forest Green
KB Roof Color	Forest Green
KB Sld/Float Stone Clr	Tan
KB Vinyl color	Brown
KB Overhead Color	Brown
KB Dura Panel Clr	Forest Green
KB Dura Slide Clr	Tan
KB Steel Roof Clr	Green
Hang Out Plastic Color	Forest Green
Mount Option	Buried

Components

Part number	Description	Qty	Weight	Volume	Unit price	Total
100010125	INSERT "SIGN LANGUAGE" W/HDWR	1	12.00	0.25	468.00	468.00
200007704	HDWR BAG F/CLAMP ELIMINATION (MM)	1	1.00	0.00	14.28	14.28
100001127	KB LONG DK/DK PLATE 205MM/8"	2	50.00	0.76	129.00	258.00
200013810	KB 148" GALV POST WITH PLASTIC CAP	1	64.00	3.00	295.00	295.00
200013813	KB 4165/164" GALV POST WITH PLASTIC CAP	2	142.00	8.00	328.00	656.00
200127142	KB 200" GALV POST F/ARCH (2002)	4	348.00	16.00	361.00	1444.00
200069056	KB 186"/4725MM GALV POST W/PLASTIC CAP	4	324.00	16.00	369.00	1476.00
200069057	KB 200"/5080MM GALV POST W/PLASTIC CAP	4	348.00	16.00	401.00	1604.00
200127140	KB 176" GALV POST F/ARCH (2002)	4	308.00	16.00	318.00	1272.00
200013808	KB 8' GALV POST WITH PLASTIC CAP	1	42.00	2.00	216.00	216.00
200013798	KB 136" GALV POST WITH PLASTIC CAP	4	236.00	12.00	277.00	1108.00

200114669	OVERHEAD 360 DEGREE W/CIRC-SQ F/KB	1	421.00	113.00	3315.00	3315.00
200200280	SLIDE DURAGLIDE 11 SEG. F/KB(SMALL HOLE	1	485.00	26.00	5460.00	5460.00
200202472	RECYCLED TREEHOUSE POD CLIMBER 96" F/KB	1	185.00	37.00	2333.00	2333.00
200006992	POLE SLIDE 1220 MM / 48" KB	1	62.00	15.00	630.00	630.00
200202400	RECYCLED TREEHOUSE CURLY CLIMB 48" F/KB	1	160.00	38.00	1477.00	1477.00
200200403	STEPS DECK/DECK 1016 MM W/SFTY RAILS KB	1	320.00	53.00	1549.00	1549.00
200202246	BRIDGE CLATTER 8' KB W/SFTY.RL(SM HOLE)	1	417.00	31.00	3629.00	3629.00
200127153	ROOF ARCH MESH KB F/SWAGE POST	2	368.00	70.00	1584.00	3168.00
200071738	KBP STEEL SQ. ROOF (2001)	2	290.00	14.00	1626.00	3252.00
200201098	KB DBL WIDE SLIDE 58" TO 64" W/EXTENSION	1	283.00	96.00	1948.00	1948.00
200202453	RECYCLED TREEHOUSE SNAKE POLE 48" F/KB	1	130.00	18.00	1388.00	1388.00
200202563	KB TRANS STAT 1220 SFTY RL (SM HL)11GA	1	378.00	31.00	2608.00	2608.00
200200504	PANEL REACH TAP-A-TUNE F/KB	1	90.00	2.00	1256.00	1256.00
200200507	PANEL REACH TELESCOPE F/KB	1	70.00	2.00	1083.00	1083.00
200202820	NU-EDGE ROCK CHALLENGE WALL 96"	1	170.00	12.00	2846.00	2846.00
200202398	RECYCLED TREEHOUSE WINDOW PANEL F/KB	1	105.00	9.00	1093.00	1093.00
200202397	RECYCLED TREEHOUSE SAFETY PANEL F/KB	1	90.00	6.00	975.00	975.00
200202729	NU-EDGE TREE 72" W/KB TREEHOUSE PANEL	1	250.00	120.00	4668.00	4668.00
200200074	KB PANEL ARCH "SIGN LANGUAGE" PTMT	1	42.00	2.00	737.00	737.00
200201307	KB STEPS DK/DK 16" W/SAFETY RAILS (SM.HOLE)	2	190.00	24.00	1398.00	2796.00
200202501	KB DECK 1/2 SQUARE SMALL HOLE 11GA	4	264.00	32.00	511.00	2044.00
200202304	KB HANG OUT	1	30.00	3.00	725.00	725.00
200200503	PANEL REACH VEHICLE F/KB	1	60.00	2.00	808.00	808.00
100010131	ACC.RAMP FOAMED F/KID TIMBER BLK	1	180.00	40.00	937.00	937.00
200200393	BRIDGE ARCH 4' SFTY.RL.KB(SMALL HOLES)	1	268.00	9.00	1554.00	1554.00
200202503	KB DECK SQUARE SMALL HOLE 11GA	4	464.00	40.00	834.00	3336.00
100001231	TIMBER KID TM 1830MM/ 6' BLACK	26	754.00	78.00	62.00	1612.00

Additional Items

200104307	LABEL AGE APP. (5 TO 12 YRS.)	3	0.00	0.00	3.06	9.18
200111492	LABEL, IDENTIFICATION STAMPED W/RIVETS	1	0.00	0.00	0.00	0.00
200305597	CRATE,LARGE.14' L X 54.5" H	3	1155.00	0.00	0.00	0.00
200305596	CRATE,MED.14' L X 34.5" H	2	554.00	0.00	0.00	0.00
200008193	TOOL BOX KID BUILDERS (MM)	3	9.00	1.08	0.00	0.00
200200530	KIT MAINTENANCE KB W/PAINT	1	10.00	1.00	0.00	0.00
200164519	MSDS BOOK	1	0.00	0.00	0.00	0.00
M00116022	WARNING LABEL 3 MESSAGES	3	0.00	0.00	1.02	3.06

Totals

Total Weight	10,129.00 lbs.
Total Volume	1,015.09 ft^3
Equipment List:	$66,047.46
NJPA Discount Amount:	**$11,228.07**
Products Subtotal:	$54,819.39
Installation:	$19,684.52
Freight:	$Free NJPA
NJPA Delivered and Installed Order total:	**$74,503.91**

Make Purchase Orders Out To:

Remit Purchase Orders To:
PlayPower LT Farmington, Inc.
Attention: Sales Administration
878 E US Hwy 60
Monett, Missouri, USA 65708
1-800-325-8828

Make Checks Payable To:

Remit Checks To:
PlayPower LT Farmington, Inc.
P.O. Box 204713
Dallas, TX 75320-4713

NOTE:

- * Applicable sales taxes will be confirmed once order and any tax certificates are received
- † Denotes drop ship item.
- Unloading, storage, installation, surfacing and site work are not included unless specifically noted on quotation.
- Not responsible for filter cloth, irrigation rerouting, grass damage, or checking for underground utilities.
- If installation is quoted, it is assumed that the site has been prepared and that any grade slope in any direction does not exceed 2%. In the event that unexpected soil conditions, such as subsurface rock, are encountered during installation, additional costs to the customer will be applicable.
- The acceptance signature below serves as authorization to order the items quoted and indicates acceptance of the prices listed. All terms are subject to credit approval.

COMMENTS:

This Quote shall not become a binding contract until signed and delivered by both Customer and PlayPower LT Farmington Inc ("PPLT"). Sales Representative is not authorized to sign this Quote on behalf of PPLT or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "PPLT Sales Administration" via fax (417)354-2273 or email outdoordes@LTCPS.com. Upon acceptance, PPLT will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or e mail.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. PPLT objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes PPLT to ship the Equipment and agrees to pay PPLT the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by PPLT. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 204713, Dallas, TX 75320-4713, unless notified otherwise by PPLT in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to PPLT, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY PPLT.

Submitted By	Printed Name and Title	Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY PLAYPOWER LT FARMINGTON INC.

By: _____ Date: _____

_____

_____

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with PPLT's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, PPLT shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with PPLT to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by PPLT of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by PPLT in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to PPLT as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by PPLT within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. PPLT MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. PPLT SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE PPLT HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMER'S ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH PPLT'S INSTALLATION AND OWNER'S MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to PPLT, and PPLT hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that PPLT may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and PPLT shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. PPLT Retains full title to all Equipment until full payment is received by PPLT. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. PPLT may waive a default hereunder, or under any invoice or other agreement between Customer and PPLT, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by PPLT. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to PPLT hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and PPLT stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document, and retransmission of any signed facsimile or other electronic transmission, shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

WCU Homecoming Parade 10/22/16

7am - 1PM.

Special Event, Race, Public Assemblage Permit Checklist 2016

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
AUG 12 2016

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address
- [N/A] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [N/A] List of Subcontractors with Insurance Certificates
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Borough Services requested WCPD - Traffic
  - Provide description
- [x] Applicant Certificate of Insurance
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [x] Application fee (cash, check, or money order) ✓# 112238 8/12/16
  - Application fee is NON REFUNDABLE ✓# 112422 9/1/16
- [x] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [N/A] PLCB Permit (if applicable)

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

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

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

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

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

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

Application fees are NON REFUNDABLE

Applicant Information

RECEIVED
AUG 12 2016

Name of applicant/group/org. West Chester University

Date applications was submitted to the Borough 08/22/16

Main Contact Name	**Cell phone**
Barrett McGee	610-888-9218
Work phone	**email**
610-436-3037	bmcgee@wcupa.edu

Main Contact address 236 Sykes Union, WCU, West Chester, PA 19383

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 West Chester University Annual Homecoming Parade

Date/s of event and times October 22, 2016 – 10AM-12PM

Set up and breakdown times for event 7AM-1PM

Description of event (use separate sheet of paper if needed) Annual Homecoming parade circling campus. Route is same as in previous years. Campus police will take care of traffic.

Event info cont'd

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

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

_____

_____

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

Address - Starting in the Sykes Union parking lot parade continues to Roslyn Ave to West Rosedale Ave to South New Street to Sharpless Street to South Church Street. Parade ends on West Rosedale Ave (same route as previous years).

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

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

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

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

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

Total number of expected participants and/or attendance? 200+

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

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

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

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

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

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

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

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

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

Event info cont'd

Coordinator of Student Activities

Signature of applicant: x [signature] **Date:** 08/22/16

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

Borough of West Chester Services Requested

Check ALL that apply:

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

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

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

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

RECEIVED
AUG 12 2016

BELOW FOR OFFICE USE ONLY

Date Received: _____

Initial Checklist complete: YES NO

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

Notes: _____

_____

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

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

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

Notes: _____

_____

_____

_____

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

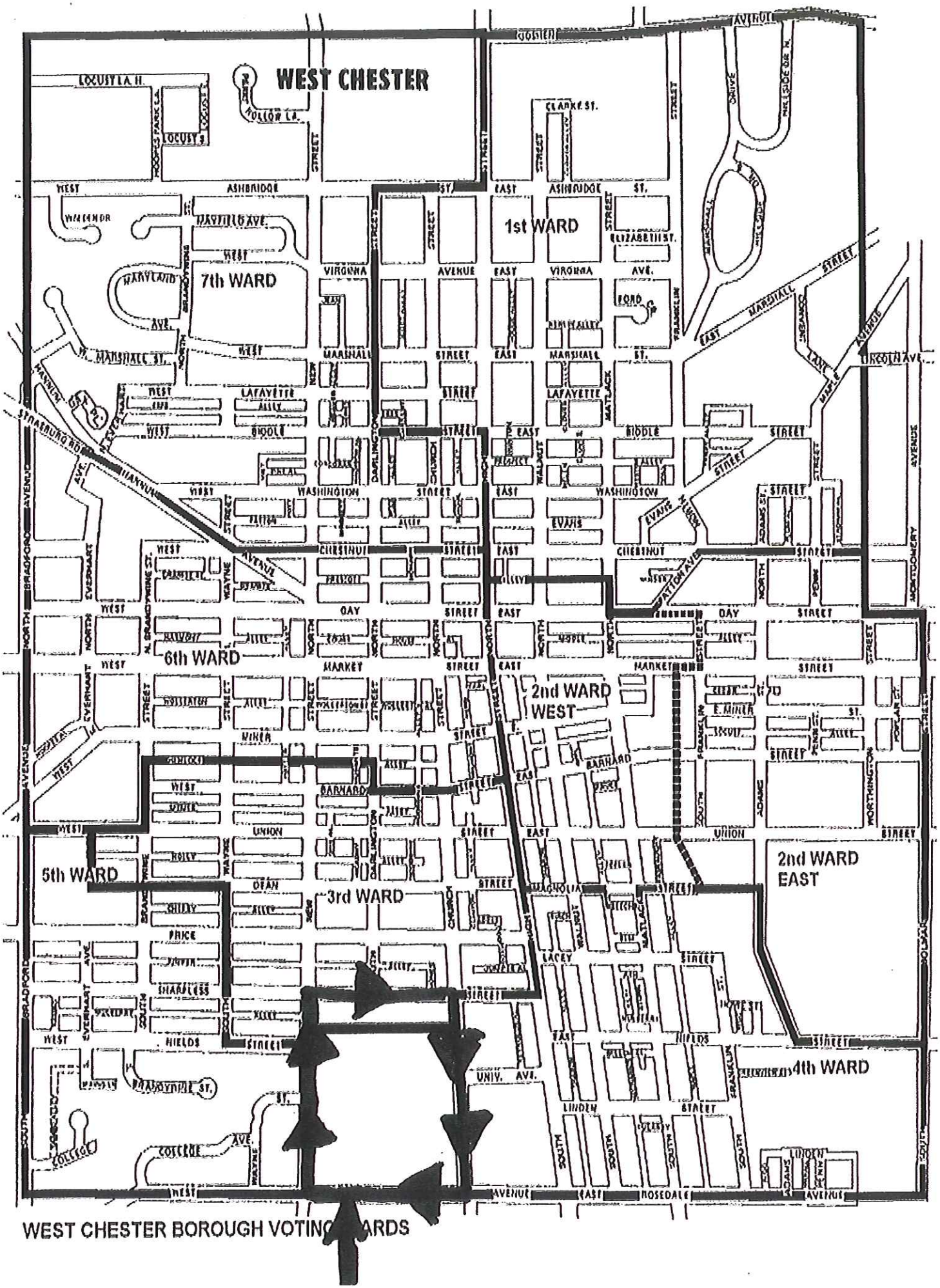
Application Denied/Reason: YES NO

_____

_____

_____

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


WEST CHESTER
1st WARD
7th WARD
6th WARD
2nd WARD WEST
2nd WARD EAST
5th WARD
3rd WARD
4th WARD
WEST CHESTER BOROUGH VOTING WARDS

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/15/2016

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

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

PRODUCER	CONTACT NAME: Emily Thompson	
Lewis, Hopkins & Williamson, Inc. P. O. Box 359 Glen Mills PA 19342	PHONE (A/C, No, Ext): (610) 358-3805	FAX (A/C, No): (610) 358-4695
	E-MAIL ADDRESS: ethompson@LHandW.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: HULL & COMPANY, INC.	
INSURED Student Services, Inc. Sykes Union Building 110 W. Rosedale Avenue West Chester PA 19383	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1631500883 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			3700303419	12/1/2015	12/1/2016	EACH OCCURRENCE	$ 500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 500,000
							GENERAL AGGREGATE	$ 500,000
							PRODUCTS - COMP/OP AGG	$ INCLUDED
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

CERTIFICATE HOLDER

(610) 436-0009

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

M Whitcraft/EMILY

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Monday 8.22.16

Southeastern Pennsylvania Transportation Authority
Serving Bucks, Chester, Delaware, Montgomery, and Philadelphia Counties

Choose Your Service

- Regional Rail
- Market-Frankford Line
- Broad Street Line
- Trolley Lines
- Norristown High Speed Line
- Buses
- CCT Connect

Trip Planner

System Map

From
To
8/22/16 10:35 AM
Departing Arriving

Google Transit or Plan My Trip

Quick Links

Schedules Maps Fares System Status

Contact Us

Online Comment Form | (215) 580-7800 Phone | (215) 580-7853 TDD/TTY
1234 Market Street | Philadelphia PA 19107

Copyright SEPTA | All rights Reserved

Select Language

Powered by Google Translate

Customer Comment Form

Hello!

I appreciate your patronage and value your feedback. Based upon the information you provided, ticket number **#792109** was created. Please reference this number in any future contacts with SEPTA Customer Service staff.

After receipt, we forwarded your ticket information to the apppropriate SEPTA staff for their review. If additional action is required, a SEPTA representative will contact you within the next week to ten days.

Should you have additional questions or concerns regarding your submission, please call 215-580-7800 during our regular business hours and request to be connected with one of our Customer Service Specialists. Remember to have your ticket number ready.

Our Customer Service Hours of Operation are Monday through Friday from 6:00am to 8:00pm; and 8:00am - 6:00pm on weekends and holidays.

Thanks for riding SEPTA!

Kim Scott Heinle
Assistant General Manager
Customer Service & Advocacy

Click the button below to return to SEPTA's home page.

SEPTA Home Page

McGee, Barrett

From: Customer Service <cservice@septa.org>
Sent: Monday, August 22, 2016 10:48 AM
To: McGee, Barrett
Subject: Ticket# 792109

Dear Mr. McGee:

Thank you for contacting SEPTA Customer Service and for sharing this information. I will direct your submission to Management in Suburban Division Surface Transportation department they can take the appropriate action.

Sincerely,

John McCoy
SEPTA Customer Service Specialist

==========

When traveling on Regional Rail, please try to reach the boarding platform at least 5 minutes before your train's scheduled time. Be mindful that the scheduled time on the timetable is technically the time of departure. SEPTA encourages everyone to work together to help customers and trains reach their destination on time.

IRS Department of the Treasury
Internal Revenue Service
P.O. Box 2508
Cincinnati OH 45201

In reply refer to: 0248364843
May 12, 2016 LTR 4168C 0
23-2490021 000000 00
00018490
BODC: TE

WEST CHESTER UNIVERSITY STUDENT
SERVICES INC
% PAIGE GIBSON
SYKES RM 259 ROSEDALE AVE
WEST CHESTER PA 19383

004829

Employer ID Number: 23-2490021
Form 990 required: Yes

Dear Taxpayer:

This is in response to your request dated May 03, 2016, regarding your tax-exempt status.

We issued you a determination letter in February 1988, recognizing you as tax-exempt under Internal Revenue Code (IRC) Section 501(c)(3).

Our records also indicate you're not a private foundation as defined under IRC Section 509(a) because you're described in IRC Section 509(a)(2).

Donors can deduct contributions they make to you as provided in IRC Section 170. You're also qualified to receive tax deductible bequests, legacies, devises, transfers, or gifts under IRC Sections 2055, 2106, and 2522.

In the heading of this letter, we indicated whether you must file an annual information return. If a return is required, you must file Form 990, 990-EZ, 990-N, or 990-PF by the 15th day of the fifth month after the end of your annual accounting period. IRC Section 6033(j) provides that, if you don't file a required annual information return or notice for three consecutive years, your exempt status will be automatically revoked on the filing due date of the third required return or notice.

For tax forms, instructions, and publications, visit www.irs.gov or call 1-800-TAX-FORM (1-800-829-3676).

If you have questions, call 1-877-829-5500 between 8 a.m. and 5 p.m., local time, Monday through Friday (Alaska and Hawaii follow Pacific Time).

Student Services, Inc. To: Borough of West Chester Check Date: 8/9/2016
Check Number: 112238

Invoice Number	Date	Description	Amount	Discount	Net Amount
	8/9/2016	639- Permit for 2016 Homecoming Parad	$100.00	$0.00	$100.00
		Totals:	$100.00	$0.00	$100.00

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Student Services, Inc.
West Chester University
259 Sykes Union Building
West Chester, PA 19383

BB&T Bank
9 North High Street
P.O. Box 523
West Chester, PA 19381-0523
031309123

CHECK DATE	CHECK NO.
8/9/2016	112238
CHECK AMOUNT	
$** 100.00	

PAY **One hundred and 00/100 Dollars**

TO THE ORDER OF

Borough of West Chester
Borough Manager
401 East Gay St
West Chester, PA 19380

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND - BORDER CONTAINS MICROPRINTING

⑈112238⑈ ⑆031309123⑆ 1390000175249⑈

Student Services, Inc.

To: Borough of West Chester

Check Date: 8/23/2016
Check Number: 112422

Invoice Number	Date	Description	Amount	Discount	Net Amount
	8/23/2016	639- Addt'l money owed for Homecomin	$150.00	$0.00	$150.00
		Totals:	**$150.00**	**$0.00**	**$150.00**

THIS CHECK IS VOID WITHOUT A BLUE & GREEN BACKGROUND AND AN ARTIFICIAL WATERMARK ON THE BACK - HOLD AT ANGLE TO VIEW

Student Services, Inc.
West Chester University
259 Sykes Union Building
West Chester, PA 19383

BB&T Bank
9 North High Street
P.O. Box 523
West Chester, PA 19381-0523

031309123

CHECK DATE	CHECK NO.
8/23/2016	112422
CHECK AMOUNT	

VOID VOID VOID

PAY **One hundred fifty and 00/100 Dollars**

$** 150.00

TO THE ORDER OF

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

AUTHORIZED SIGNATURE

SIGNATURE HAS A COLORED BACKGROUND · BORDER CONTAINS MICROPRINTING

⑈112422⑈ ⑆031309123⑆ 1390000175249⑈

Chester County "Color Run" 5K

Special Event, Race, Public Assemblage Permit Checklist 2016 11/5/14

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

- [x] Completed and signed application
- [x] Description of event
- [x] Map of event and address
- [ ] List of Food Vendors, with Chester County Health Dept. licenses (if applicable) pending
- [ ] List of Subcontractors with Insurance Certificates pending
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Borough Services requested WCPD / WCPW
  - Provide description
- [x] Applicant Certificate of Insurance
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [x] Application fee (cash, check, or money order) ✓ # 359573
  - Application fee is NON REFUNDABLE $250.00
- [x] N/A Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses) -email from TMACC 8/30/14
- [N/A] PLCB Permit (if applicable)

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

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

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

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

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

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

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org. County of Chester

Date applications was submitted to the Borough 8/1/16

Main Contact Name

Cell phone

cgunther@chesco.org

Home phone

email

610-344-6538

Main Contact address 313 W Market St, Pa 5402

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

11/6/16 610-316-5656

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

Event Information

Name of event Color Run

Date/s of event and times 11/6/16 8:30 am - 12 pm Rain or Shine

Set up and breakdown times for event

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

Color Run to raise funds for Education in regards to drug abuse

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 - SW quad - WC Borough

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

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

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

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

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

Total number of expected participants and/or attendance? 200

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? approx 10

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

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

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

Event info cont'd

Signature of applicant: x _____ Date: 8/1/16

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

Borough of West Chester Services Requested

Check ALL that apply:

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

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

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

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

RECEIVED
AUG - 8 2016

BELOW FOR OFFICE USE ONLY

Date Received: _____

Initial Checklist complete: YES NO

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

Notes: _____

_____

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

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

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

Notes: _____

_____

_____

_____

Police approval signature: _____ Date: _____

Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____

Tilghman, Lisa M.

From: Roe, Eric
Sent: Monday, August 01, 2016 12:11 PM
To: Rhodes, Lisa A.
Cc: Tilghman, Lisa M.; Genther, Christine M.
Subject: Application Fee,

Lisa,

Good afternoon! I thought I'd send you some background information for the $250 fee that Facilities and Parks is requesting. It is an application fee for an event on November 6th that the Commissioners' Office is promoting and organizing, but must work with the Borough of West Chester on.

Thank you, Lisa!

Best,
Eric M. Roe

Eric M. Roe
Administrative Analyst
Office of Commissioner Michelle Kichline
County of Chester
313 West Market Street, Suite 6238
West Chester, Pennsylvania 19380
P: 610.344.6031
M:. 610.804.9412
F: 610.344.6448
eroe@chesco.org

Keith Kurowski

From: Roe, Eric <eroe@chesco.org>
Sent: Tuesday, August 30, 2016 11:13 AM
To: Keith Kurowski
Cc: Genther, Christine M.
Subject: FW: [APPROVAL] TMACC 5 K Run review
Attachments: West Chester Color Run Route.png

Importance: High

Keith,

I'm pleased to report that we've received the approval of TMACC to shut down the streets we've requested on the morning of Saturday, November 5th. Please let me know when the Borough of West Chester has approved the street shutdown.

Thank you!

Best,
Eric M. Roe

From: Tim Phelps [mailto:tphelps@tmacc.org]
Sent: Tuesday, August 30, 2016 11:09 AM
To: Roe, Eric; Genther, Christine M.
Cc: Betty Shaw; Amanda Lozinak
Subject: [APPROVAL] TMACC 5 K Run review
Importance: High

Great talking with you Eric.

Thank you for answering my questions. With your coordination with Krapf and Septa, all the Saturday morning service will be covered. Please let us know when you have the final race details and "service" announcement and we will post to our site. We wish you great success with the race.

All the best. –Tim

P. Timothy Phelps, Executive Director
Transportation Management Association of Chester County
7 Great Valley Parkway, Suite 144
Great Valley Corporate Center
Malvern PA 19355

610.993.0911
www.tmacc.org

Follow us on Twitter.
Friend us on Facebook.

From: Roe, Eric [mailto:eroe@chesco.org]
Sent: Wednesday, August 24, 2016 9:47 AM
To: Betty Shaw
Cc: Genther, Christine M.
Subject: FW: 5 K Run Map

Hi Betty,

Thank you for your kind phone call this morning! Attached is a map of the color run we're having, and below are the details of the race that I've shared with Mark Cassel from SEPTA. We'd like to shut down the following streets:

-Church Street: Between Market Street and Sharpless Street
-Sharpless Street: Between Church Street and Brandywine Street
-New Street: Between Sharpless Street and Nields Street
-Nields Street: Between New Street and Wayne Street
-Wayne Street: Between Nields Street and Sharpless Street
-Brandywine Street: Between Church Street and Market Street
-Market Street: One eastbound lane (right lane facing east) only / Between Brandywine Street and Church Street

Keith Kurowski, Director of Parks and Recreation for the Borough of West Chester, has said that once we obtain the green light from TMACC in writing, he will show it to Borough Council for their approval.

Thank you for your help, Betty! I've copied Christine (Chris) Genther to this e-mail, as she is leading the logistics for the event.

God bless,

Eric M. Roe

From: Roe, Eric
Sent: Tuesday, August 23, 2016 2:26 PM
To: 'Cassel, Mark E'
Subject: RE: 5 K Run Map

Mark,

I apologize for the delayed response, as I was out of the office for the past several days. I've attached a new file that shows the route of the race. Market Street would be used, but only the eastbound lane where it is two-ways, and only the right lane between New Street and Church Street, where it becomes one-way.

Eric

From: Cassel, Mark E [mailto:MCassel@septa.org]
Sent: Wednesday, August 17, 2016 11:30 AM
To: Roe, Eric
Subject: RE: 5 K Run Map

Eric:

Can you clarify? This map does not show the race on Market Street at all, but on Miner Street. It would help me to understand where we might be able to put an alternate stop during the event. (That may need to be coordinated with West Chester P.D. to post a temporary no parking area.)

Thanks,
Mark Cassel

Mark E. Cassel, AICP
Acting Manager, Suburban Service Planning and Schedules
Service Planning Department, 9th Floor
Office Phone: 215-580-7238
Mobile: 610-213-9652
Fax: 215-580-7998
mcassel@septa.org
www.septa.org

Please consider the environment before printing.

BUILDING THE FUTURE
Southeastern Pennsylvania Transportation Authority
1234 Market Street • Philadelphia, PA 19107-3780
Innovation Integration SEPTA Renewal

From: Roe, Eric [mailto:eroe@chesco.org]
Sent: Tuesday, August 16, 2016 2:26 PM
To: Cassel, Mark E
Cc: Genther, Christine M.
Subject: FW: 5 K Run Map

Mark,

Good afternoon! Thank you for taking my call earlier. We're grateful for your assistance with our color run on November 5th. Attached is a map of our race route. On Market Street, only one lane (the right lane headed eastbound) will be closed for the runners.

Here are the times of the race:

7:30am – race setup begins
8:00am – 8:45am: Check-in at a location about .25 miles from the garage.
9:00am – the race officially begins
11:00am – the race is completely over

I am not entirely sure how long the cleanup from the colored powder will take in the garage. Chris, do you happen to know how long that should take?

Thank you, Mark. I look forward to hearing your thoughts. Thank you for your flexibility with us. We are grateful for your help and the help of SEPTA.

Best,
Eric M. Roe

From: Genther, Christine M.
Sent: Monday, August 08, 2016 3:40 PM
To: Kichline, Michelle H.; 'Anthony Giaimo'; Hogan, Thomas P.
Cc: Brain, Rebecca L.; Rupsis, Mark J.; Roe, Eric; Fromnick, Steve
Subject: 5 K Run Map

Christine Genther | Assistant Director
County of Chester | Dept of Facilities & Parks
313 W Market Street | Suite 5402
PO Box 2748 | West Chester | PA | 19380-0991
T 610.344.6538 | C 610.316.5656
cgenther@chesco.org

This County of Chester e-mail message, including any attachments, is intended for the sole use of the individual(s) and entity(ies) to whom it is addressed, and may contain information that is privileged, confidential and exempt from disclosure under applicable law. If you are not the intended addressee, nor authorized to receive for the intended addressee, you are hereby notified that you may not use, copy, disclose or distribute to anyone this e-mail message including any attachments, or any information contained in this e-mail message including any attachments. If you have received this e-mail message in error, please immediately notify the sender by reply e-mail and delete the message. Thank you very much.

34 min
1.7 miles
498 West Miner Street
220-298 South Brandywine Street
W Gay St
N New St
Granite Alley
N Brandywine St
W Market St
S New St
Wollerton St
W Miner St
Hemlock Alley
W Barnard St
E Barnard
E Union St
W Union St
Dean St
S High St
Price St
S Darlington St
S Church St
Spruce Alley
Holley Alley
Cherry Alley
Juniper Alley
Sharpless St
S Wayne St
Mulberry Alley
N Campus Dr
S Bradford Ave
Dean Ct
West Univ
842

Everhart Park
S Brandywine ST
W Miner ST
S Church ST
Sharpless ST
S New ST
West Chester University
W Nields ST
S Wayne ST
N

CERTIFICATE OF COVERAGE

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 DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER, AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

PRODUCER WILLIS RE/WILLIS POOLING PRACTICE 775 YARD STREET, SUITE 200 COLUMBUS, OH 43212	**COVERAGE TO MEMBERS PROVIDED BY AGREEMENT WITH** PENNSYLVANIA COUNTIES RISK POOL (PCoRP) 2789 OLD POST ROAD HARRISBURG, PA 17110
DATE OF ISSUANCE 8/10/2016 **COVERED MEMBER** CHESTER COUNTY 313 W MARKET ST STE 6202 WEST CHESTER, PA 19382-2804	PENNSYLVANIA COUNTIES RISK POOL IS A RISK SHARING POOL ORGANIZED BY COUNTIES OF THE COMMONWEALTH OF PENNSYLVANIA UNDER AUTHORITY GRANTED BY THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW OF 1972 AND THE PENNSYLVANIA POLITICAL SUBDIVISION TORT CLAIMS (GOVERNMENTAL IMMUNITIES ACT OF 1983

THIS IS TO CERTIFY THAT THE AGREEMENTS WHICH PUT COVERAGE IN EFFECT AS LISTED BELOW HAVE BEEN ISSUED TO THE POOL MEMBER NAMED ABOVE FOR THE TIME PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENTS, TERMS OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE PROTECTION AFFORDED BY SOURCES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OR SUCH AGREEMENTS. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

GENERAL LIABILITY					
OCCURRENCE	X	CD001-20160601	6/1/2016	6/1/2017	$5,000,000
CLAIMS MADE					
DEDUCTIBLE	$50,000				
AUTO LIABILITY, INCLUDING OWNED, NON OWNED, HIRED AUTOMOBILES					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
PROPERTY INCLUDING ALL REAL AND PERSONAL PROPERTY AUTOMOBILES, AND EQUIPMENT					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
COMP/COLLISION					
PUBLIC OFFICIALS LIABILITY					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
LAW ENFORCEMENT LIABILITY					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
CRIME					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					
OTHER					
OCCURRENCE					
CLAIMS MADE					
DEDUCTIBLE					

DESCRIPTION OF OPERATIONS/LOCATION/VEHICLE/SPECIAL ITEMS REGARDING: CHESTER COUNTY

CERTIFICATE HOLDER IS ADDED AS ADDITIONAL INSURED WITH REGARD TO THE 5K COLOR RUN TO BE HELD ON NOVEMBER 5, 2016.

CERTIFICATE HOLDER BOROUGH OF WEST CHESTER 401 E GAY STREET WEST CHESTER, PA 19380	**CANCELLATION** **SHOULD ANY OF THE ABOVE DESCRIBED COVERAGE AGREEMENTS BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS**

AUTHORIZED REPRESENTATIVE: Karen Coron

Check Date: 08/02/2016

County of Chester

Check No. 359573

Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Available	Paid Amount
Color Run 2016	08/01/2016	00829276	250.00	0.00	250.00

Vendor Number	Vendor Name		Total Discounts	
0000000001	West Chester Borough		$0.00	
Check Number	**Date**	**Total Amount**	**Discounts Taken**	**Total Paid Amount**
359573	08/02/2016	$250.00	$0.00	$250.00

THIS IS WATERMARKED PAPER - DO NOT ACCEPT WITHOUT NOTING WATERMARK - HOLD TO LIGHT TO VERIFY WATERMARK

COUNTY OF CHESTER
313 West Market Street, Suite 6302
P.O. Box 2748
West Chester, PA 19380-0991

TD BANK
DISBURSEMENT ACCOUNT
DELAWARE, NA

359573
62-101/311

VOID AFTER 180 DAYS

Date 08/02/2016

Pay Amount $250.00***

Pay To The Order Of ****TWO HUNDRED FIFTY AND XX / 100 DOLLAR****

WEST CHESTER BOROUGH
401 East Gay Street
West Chester, PA 19380

Commissioner
Commissioner
Commissioner
Controller
Treasurer or Deputy

⑈359573⑈ ⑆031101017⑆ 95 000206 3⑈

Chili Cook Off 10/8/16

Special Event, Race, Public Assemblage Permit Checklist 2016

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
JAN 7 2016

- [X] Completed and signed application
- [X] Description of event
- [X] Map of event and address
- [ ] List of Food Vendors, with Chester County Health Dept. licenses (if applicable) pending
- [ ] List of Subcontractors with Insurance Certificates pending
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [X] Borough Services requested Police - Traffic
  - Provide description PW - Trash / Recycling / equipment
- [X] Applicant Certificate of Insurance rec'd 6/23/16
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [X] Application fee (cash, check, or money order) ck #2094 $250.00
  - Application fee is NON REFUNDABLE
- [X] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses) rec'd 6/28/16
- [N/A] PLCB Permit (if applicable)

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

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

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

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

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

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

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org. WC Rotary

Date applications was submitted to the Borough 11/7/16

Main Contact Name: Mac Neilon

Cell phone: 484-888-8138

Home phone: 610-430-6140

email: Mac@pennofficeproducts.com

Main Contact address: 510 E. Barnard St. #24 WC 19382

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

SAME

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

Event Information

Name of event: Chili Cook-off

Date/s of event and times: 10/8/16 10:30AM - 4:00PM

Set up and breakdown times for event: SETUP: 6AM - 10:30AM B/D: 4:00-6:PM

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

Teams compete in Chili Cook off - About 70 teams

40-50 vendors placed w/in the teams to sell goods

Event info cont'd

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

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

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

Address - ON GAY STREET BETWEEN WALNUT + NEW STREETS
ON HIGH ST Between Market + Chestnut streets

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

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

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

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

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

Total number of expected participants and/or attendance? 7000

Total number of workers/volunteers/marshals for event? 120

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? 40-50

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

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

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

SUB-CONTRACTORS

All Event Party Rental (Tayba rental) Tom Mann
↳ Tents, Port-a-Potties

Sound – TBD

Inflatables – TBD

Street Closures

Gay Street From Matlack to New Street
High Street From Market to Chestnut Street
Church " " " " " "
Darlington " " " " " "

of West Chester Services Requested

Police Traffic Control [X] Police Traffic Diversion [X]

[ ] Public Works Waste Removal [X]

cations [ ] Public Works Street Sweeping [ ]

gh of West Chester services. The Borough of West Chester, in its sole discretion, ices and equipment needed to support the event. If the applicant does not hire ough will deny the application or require the applicant to use and pay for the

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YES NO

ecial Events Dept. Date: 1/13/16

needs supplimental info

YES NO N/A Approved: _____

YES NO N/A Approved: _____

partment: YES NO N/A Date: _____

Date: _____

YES NO

Event Info cont'd

Signature of applicant: x Mac Neil Date: 1/7/16

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

Rec'd. 11/13/15

2015

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

All other events require a $100 fee at submission.

PAID

DEC 15 2015

2092

BOROUGH OF WEST CHESTER

West Chester Borough
Special Event Permit Request

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

Date of Application: 10/23/15 Name of Organization: WESTCHESTER ROTARY - Chili Cook-off

Point of Contact Name and Phone # (include alternate phone #): MAC NEilon - 610-431-0140 - 484-888-8138

Point of Contact Address: 510 E. BARNARD St. #24 WC 19382

E-Mail Address: MAC@pennofficeproducts.com

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

Festival ☒ Film Event ☐ March/Rally ☐

Other (please fully explain): ☐ _____

Date of Event: 10/9/16 Start Time: 6AM End Time: 6PM

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

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

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

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

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

Chili Cook-off - SAME AS last year - on Gay St. Between Walnut + New St. High st Between Market + Chestnut. Police + Public Works Assistance.

2015

Number of personnel participating in event: 100 Estimated number of persons attending event: 8000

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

On Gay St Between Walnut + New streets. Also High + Church streets Between Market and Chestnut streets.

Same as last year

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

Indicate approximate number of volunteers or "marshals" your organization will be able to provide: 100

Signature of Requestor: Mac Heilon Date: 10/23/15

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

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

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

Date forwarded to Police Department: _____

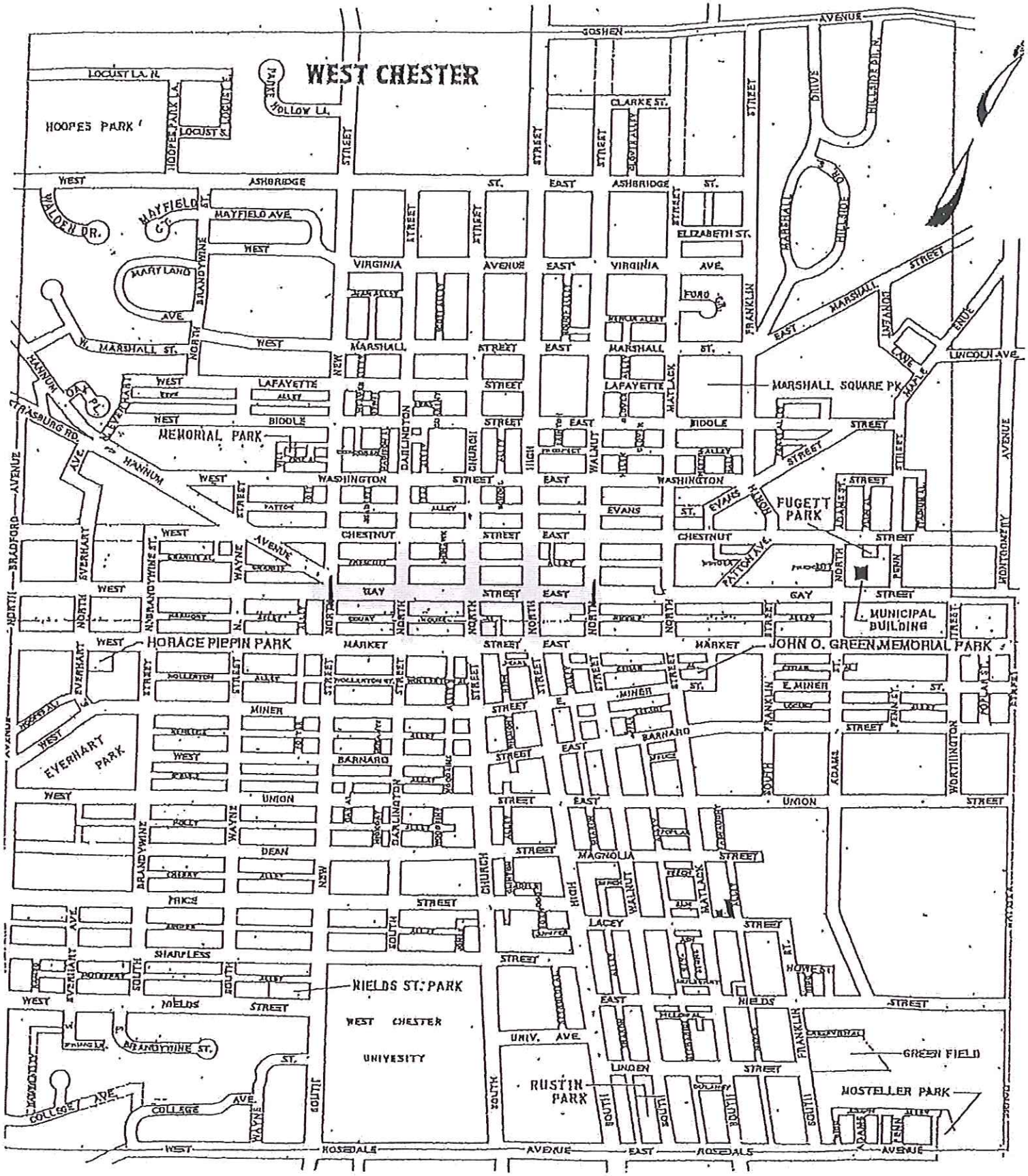
Recommended: ☐ Approval ☐ Disapproval

Police Chief Signature: _____ Date: _____

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

Additional Conditions/Comments: _____

Borough Council Signature: _____ Date: _____


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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/1/2017

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

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

PRODUCER: LOCKTON COMPANIES 500 West Monroe, Suite 3400 CHICAGO IL 60661 (312) 669-6900	CONTACT NAME: Lockton Companies PHONE (A/C, No, Ext): 1-800-921-3172 FAX (A/C, No): 1-312-681-6769 E-MAIL ADDRESS: rotary@lockton.com
	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Lexington Insurance Company — 19437
INSURED 1393456 All Active US Rotary Clubs & Districts Attn: Risk Management Department 1560 Sherman Ave. Evanston, IL 60201-3698	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES ROTIN01 CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Liquor Liability Included GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			015375594	7/1/2016	7/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ XXXXXXX $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			015375594	7/1/2016	7/1/2017	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX

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

The Certificate Holder is included as Additional Insured where required by written contract or permit subject to the terms and conditions of the General Liability policy, but only to the extent bodily injury or property damage is caused in whole or in part by the acts or omissions of the insured.

CERTIFICATE HOLDER	CANCELLATION
Re: Chili Cook-off on 10/09/2016 Borough of West Chester, Pennsylvania 401 E Gay St West Chester PA 19380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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TMACC
Transportation Management Association of Chester County

June 27, 2016

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

Dear Mr. Cotter;

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

1. The Greater West Chester Chamber of Commerce's Iron Hill Twilight Criterium on August 20, 2016 from 12:00pm to 11:00pm. Any bus service crossing or traveling on Gay, Market or High Streets between Matlack and New Streets will be interrupted.

2. The Rotary Club of West Chester's Annual Chili Cook-off on October 9, 2016 from 6 am to 6 pm. Any bus service crossing or traveling on Gay Street between Matlack and New Streets will be interrupted.

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

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

Sincerely,

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

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

7 Great Valley Parkway, Suite 144 • Great Valley Corporate Center • Malvern, Pennsylvania 19355
Phone 610.993.0911 Fax 610.993.0922 e-mail info@tmacc.org Web www.tmacc.org

ORDINANCE NO. _____ – 2016

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING CERTAIN PROVISIONS OF THE CODE OF THE BOROUGH OF WEST CHESTER, SPECIFICALLY CHAPTER 3, TITLED "ADMINISTRATIVE CODE", SECTION 3-38.N TO REDEFINE AND EXPAND THE SCOPE OF THE SHADE TREE COMMISSION TO BE RENAMED AS THE TREE COMMISSION AND CHAPTER 102, TITLED "TREES" TO REVISE THE DEFINITION OF PUBLIC TREES AND URBAN FORESTER.

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

SECTION 1. Chapter 102 of the Borough Code, titled, "Trees", Section 102-1, titled, "Definitions", shall be amended by amending the definition of "Public Trees" as follows:

"**PUBLIC TREES**
Those trees located adjacent to, along or upon the side of any street and within the public right-of-way, often commonly referred to as street trees, and any other trees located on Borough-owned, Borough-leased, and/or Borough-managed property."

SECTION 2. Chapter 102 of the Borough Code, titled, "Trees", Section 102-1, titled, "Definitions", shall be amended by amending the definition of "Urban Forester" as follows:

"**URBAN FORESTER**
The person and/or his duly appointed assistants of the borough designated and authorized to enforce the provisions set forth herein. Urban Forester may also be referred to as the Borough Arborist and includes such person."

SECTION 3. Any and all references within the Borough Code to the Shade Tree Commission shall be changed to the Tree Commission.

SECTION 4. Chapter 3 of the Borough Code, titled, "Administrative Code", Article VIII, titled, "Boards and Commissions", Section 3-38.N, titled, "Shade Tree Commission" shall be removed in its entirety and replaced as follows:

"N. Tree Commission. There shall be in and for the Borough of West Chester a Tree Commission that is hereby established in accordance with the ordinances of the Borough. The Tree Commission shall be advisory in nature and shall perform no administrative duties.

(1) The duties of the Tree Commission shall include but not be limited to the following:

(a) In advance of its formal review, the Planning Commission shall forward all subdivision and land development plans to the Tree Commission for review of all matters relating to landscaping, including trees - both public and private trees. Plans forwarded to the Tree Commission should include any and all detailed landscape plans which are required to be submitted as part of any subdivision and land development process. The Tree Commission shall offer plan modifications to comply with Borough regulations and ordinances, and shall offer further recommendations for matters relating to public and private trees – including but not limited to advice for proper tree species selection, tree management, tree preservation, vegetative buffer and related shrubbery. The Tree Commission shall submit any suggested plan modifications and/or review comments to the Planning Commission prior to the Planning Commission completing its formal review of the subdivision and land development plans.

(b) Act in an advisory capacity to Borough Council in all matters relating to trees, and the Borough's overall tree canopy.

(c) Work in conjunction with the Borough Arborist and, as necessary, the Director of Public Works, to review, develop and recommend to Borough Council certain policies, ordinances (including amendments to or implementation of the Borough's Tree Ordinance found at Chapter 102), and programs for tree planting, care, treatment, preservation, condemnation, and overall management of the Borough's public trees.

(d) Work in conjunction with the Borough Arborist to provide education and outreach programs to the citizens of the Borough, public officials and employees, and the development community concerning trees, the urban forest, all Borough ordinances and regulations relating to tree matters, tree programs, and other related topics.

(e) Make recommendations concerning a comprehensive tree program that aims to preserve, revitalize, and expand the Borough's entire tree canopy, which includes public trees and private trees.

(f) Cooperate with other governmental agencies and civic groups to advance the preservation and restoration of the Borough's tree canopy.

(g) Submit an annual report to Borough Council, and inform Borough Council of the progress and status of the Tree Commission's work on an as-needed basis.

(h) Participate in fundraising activities where the proceeds shall be used to promote the Borough's tree program.

(2) The Tree Commission shall be organized as follows:

(a) The Commission shall consist of up to five members, a majority of whom shall be full-time residents and qualified electors of the Borough. Initially, two members of the Commission shall be appointed to serve a two-year term, and three members shall be appointed to serve a three-year term. Thereafter, all members shall be appointed to three-year terms.

(b) Should a vacancy occur, Borough Council shall appoint a member to fill the vacancy only for the unexpired portion of the term.

(c) The Commission shall establish its own agenda and meeting schedule and shall meet as needed to perform the functions authorized herein."

SECTION 5. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 6. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS _____ DAY OF _____, 2016.

ATTEST:

COUNCIL FOR THE BOROUGH
OF WEST CHESTER

_____
Michael A. Cotter, Secretary

BY: _____
Ellen B. Koopman, President

APPROVED THIS _____ DAY OF _____, 2016.

_____
Carolyn T. Comitta, Mayor

Borough of West Chester
401 East Gay Street
West Chester, PA 19380
610-692-7574
www.west-chester.com

2015 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: Joyce Chester

Organization: Chester County OIC

Address: 790 E. Market St, Suite 100, West Chester PA

Phone: 610 692 2345 Email: jchester@cc-oic.org

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: October 17, 2016

Requested Removal Date: October 29, 2016

Installation Information:

Organization responsible for Installation and Removal of Banner: Chester County OIC

Contact Person: Dual Fire Co #2

Phone Number: 610 431 4366

E-Mail:

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

Join us for our 37th Annual Awards Gala at the Desmond Chester County Opportunities Industrialization Center for tickets call 610 692 2344

Requested Location Information:

- ☐ 3 West Gay Street (28' 3")
- ☐ 2 North High Street (45' 3")
- ☐ 22 West Market Street (42' 10")
- ☒ 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.

Joan Chester _____ 7/15/2016

Applicant Signature **Date**

For Borough Use Only:

☐ Approved ☐ Denied

Borough Manager Signature: _____ Date: _____

Judy Benes

From: Judy Benes
Sent: Wednesday, August 31, 2016 4:15 PM
To: Terry Moody
Subject: Re: Purple Ribbons in West Chester

Thank you!! I will put this on September meeting agenda. Hope all is well with you!

Sent from my iPhone

On Aug 31, 2016, at 3:39 PM, Terry Moody <TMoody@dvccc.com> wrote:

> Dear Borough Council of West Chester:
>
> Domestic violence affects all of us, whether we realize it or not. It is not "their problem" it is *our* problem as a community. The latest statistics as reported in www.nomore.org are stark: one in three women and one in seven men experience abuse from an intimate partner or family member in their lifetimes, and one in three teenagers (male and female) are victims of dating violence each year. The abuse can be physical, emotional, financial, or sexual…and occurs in every segment of every community. That means members of our family, neighbors, friends and co-workers…everywhere. The abuse leaves victims with limited financial resources, poor credit ratings and a bad work record. They suffer from low self-esteem and the effects of social isolation. Tragically, as we have seen in Chester County over the past few years, some victims are killed by their abuser.
>
> The Domestic Violence Center of Chester County (DVCCC) has provided services to victims of domestic violence and their dependent children continuously since 1976. These services include a 24 hour hotline, individual and group counseling, legal counseling and representation, children's programs, emergency shelter, one transitional and two independent housing programs, and community outreach and education. All of these services are free and confidential. DVCCC is the only agency in Chester County licensed by the Dept. Department of Welfare to provide these services.
>
> October is Domestic Violence Awareness Month. Our symbol is a purple ribbon, so DVCCC has a vision to have purple ribbons tied around lamp posts, trees, and signs in the County communities during the month of October. We deeply appreciate West Chester's participation in this last year, when we had ribbons on Market and Gay Streets, We feel this will continue to help to build awareness in West Chester and in other areas of Chester County about the issue of domestic violence and how we can as a community stand against it. We respectfully request permission from the Borough of West Chester to place along Market and Gay Streets. We will remove any ribbons we put up at the end of month.

Thank you,
Terry Moody
Director of Development and Communications
Domestic Violence Center of Chester County
P.O. Box 832, West Chester, PA 19381
610-431-3546
www.dvccc.com
"Freedom Through Empowerment!"
Follow us on Facebook
<image001.png>

From: Judy Benes [mailto:jbenes@west-chester.com]
Sent: Wednesday, August 31, 2016 1:47 PM
To: Terry Moody
Subject: Ribbons

Hi Terry – I have not received any paperwork from you for your ribbon requests. I will need that information next week if you want it to go to Council for approval.

Thanks.

Judy K. Benes

Judy K. Benes
Executive Assistant to Borough Manager
Borough of West Chester
jbenes@west-chester.com
610-344-3246 (W)
610-436-0009 (F)

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West Chester Borough

Green Infrastructure Engineering & Design Services

Submitted September 8, 2016

Prepared by:

ch2m:

Proposal for Green Infrastructure Project Engineering & Design

PREPARED FOR:	West Chester Borough Manager, West Chester Borough Director of Public Works Department
CLIENT NAME/ADDRESS	West Chester Borough, 401 E Gay Street, West Chester, PA 19380
PREPARED BY:	CH2M, 215-640-9092
DATE:	September 8, 2016

The following changes to the Standard Agreement for Professional Services (Agreement) are hereby proposed and shall be incorporated by reference to the Agreement April 18, 2013, between CH2MHILL Engineers, Inc. (Engineer) and West Chester Borough, PA (Client). The Agreement is proposed to be amended as follows:

Scope of Services – Field Investigation & Design Services

This scope of work provides planning, engineering and program management services to assist the Borough of West Chester with development of initial stormwater capital improvement projects identified under the Stream Protection Fee Program. Specifically, services defined in this scope will allow CH2M to provide engineering and design services for the first four (4) Green Infrastructure (GI) projects in the Borough, as shown below in Table 1.

Table 1.

Overview of Proposed Green Infrastructure Projects for construction in 2016/2017

Green Infrastructure Project Development					
Project ID	Project Name	Project Description	Grant Program	Grant Amount	Estimated Construction
P-042	Pine Alley & Veteran's Park	Vegetated infiltration trench adjacent to planned stormwater pipe replacement, rain garden	CCCD *LVDGRP*	$47,833 (for Pine Aly portion)	2016/2017
P-016	Fugett Park/Borough Hall	Rain Gardens, Tree Trench, Vegetated Curb Extensions	n/a	--	2017
P-048	S. Everhart Street	Vegetated Curb Extensions	CCCD *LVDGRP*	$81,366	2017
P-049	Hoopes Alley	Green alley with permeable pavers	CCCD *LVDGRP*	$92,678	2017

Note:
CCCD LVDGRP: Chester County Conservation District Low Volume, Dirt and Gravel Road Program

Task 1. Site Survey & Base Plan Preparation

CH2M's subconsultant Dawood Engineering, Inc will perform professional land surveying services on a not to exceed basis. Surveys will be performed for each site in Table 1 as needed (the survey for Pine Alley/Veteran's Park has already been completed by Gilmore Associates and will be provided and the survey provided for Borough

Hall will be expanded to cover adjacent streets proposed for GI). Proposed survey extents and additional detail on Task 1 are included in Attachment A.

Task 1 Deliverables

- Base plans to be used for design in Task 3.

Task 2. Subsurface Exploration and Soil Infiltration Testing

CH2M's subconsultant ECS Mid-Atlantic, LLC will perform subsurface exploration and soil infiltration testing on a not to exceed basis. Subsurface explorations will be performed at each of the project sites allowing for the observation and documentation of subsurface conditions at potential green infrastructure/infiltration areas. The scope of services for the subsurface exploration and geotechnical analysis includes the following:

- Project Coordination including boring layout, utility clearance, street and sidewalk permitting and temporary closure. It is assumed that Borough permitting fees, if any, will be waived for this Borough-led project.
- Drilling of soil test borings with continuous sampling to a depth of 10 feet, and associated offset auger probes for infiltration testing at a depth of 5 feet.
- Infiltration test hole preparation and in-situ testing
- Identification of limiting zones
- Backfilling and patching of test boring locations (grouting for an additional cost, if requested)
- Completion of summary report presenting boring logs, infiltration test results, and test location plan.

As required by law, Pennsylvania One Call will be contacted prior to the subsurface exploration. In addition, it is necessary for the current property owner or the Borough of West Chester to make us aware of any underground utility locations since often Pennsylvania One Call will not accurately locate utility conflicts outside the right of way. CH2M and ECS cannot be held responsible for any public or private utilities that are encountered/damaged provided that proper utility clearance protocols have been followed in advance of the subsurface exploration. The use of a private utility location service is recommended to reduce the risk of encountering unmarked utilities (the cost of this service is included in this proposal).

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of CH2M.

If hazardous substances in any form are encountered or suspected, CH2M will stop its work in the affected portions of the project to permit testing and evaluation. West Chester recognizes that CH2M assumes no risk and/or liability for a waste or hazardous waste site originated by other than CH2M. Any such condition and its impact to CH2M's scope of work will be considered additional services, and be mutually agreed upon prior to continuing work in the affected area. Approximate proposed test locations and additional detail on Task 2 are included in Attachment B.

Task 2 Deliverables

- Geotechnical summary report presenting the results of the subsurface investigations including boring logs, infiltration tests, and test location plan.

Task 3. Design Development

This task provides design development services for project listed in Table 1 to support the Borough's implementation of a comprehensive GI program. Specific designs for each project will follow the typical design delivery process described below (unless otherwise mutually agreed upon) and will provide for interface with the Borough at 30, 60, and 90 percent completion intervals pursuant to production of the final design deliverable.

Schematic Design Development (30% Design Documents)

CH2M will review existing Borough plans and drawings for project sites, establish client preferences, construction standards, functional requirements and external constraints as part of translating each project concept into a schematic design plan. Based on the additional information collected in Tasks 1 and 2, CH2M will update the conceptual plans to a schematic design and participate in design review meeting with the Borough to review each project.

Deliverables

- Schematic Design Plan Documents
- Preliminary runoff calculations and GI sizing
- Schematic level cost estimate (30% design, Class 4)
- Design review and coordination meeting (assumes 2 projects are covered per meeting)

60% Design Documents

The task will provide a 60% design plan set and incorporate drafts of relevant design details to the plan set. The project team will use Borough standard details where applicable and CH2M details and specifications. These details and standards are maintained and updated as needed, based on specific design requirements and feedback from designers, field personnel, clients, property owners, and contractors.

Deliverables

- 60% level Design Plans and details
- List of needed standard specifications and any required revisions
- Design review and coordination meeting (assumes 2 projects are covered per meeting) and responses to 30% design comments in a Comment Response Form (CRF)

90% Design Documents

CH2M will produce a 90% design plan set after comments are received following the 60% review meeting. CH2M will provide quantity take offs and an estimate of probable construction costs developed based on our experience on other similar projects and unit costs provided the Borough.

Deliverables

- 90% level Design Plans and details
- 90% Cost Estimate (Class 1)
- Design review and coordination meeting (assumes 2 projects are covered per meeting) and responses to 60% design comments (90% CRF)
- Non-standard specifications for Borough Review
- Final design summary and associated calculations

Construction Documents

CH2M will produce a set of final plan drawings and technical specifications for the project suitable for bidding by the Borough.

Deliverables

- Final Plans & non-standard Technical Specifications for inclusion in a standard Borough bid package
- Final Technical Design Memorandum
- Final CRF

Design Delivery Assumptions

The following assumptions apply to the design for each project except where otherwise noted:

- Detailed design of ADA ramps is not included.
- Erosion & Sediment control plans and Conservation District approval are assumed not to be required.
- Landscape architecture features including park furniture, play equipment, and surfacing materials will be designed by others as designated by the Borough.
- Vegetation planting plans and details will be included in the design packages where appropriate.
- For bidding purposes, CH2M assumes that the Borough will use/modify their standard front end bid documents and division 1 ("general requirements") specifications and that the projects will be grouped into 1 bid package.
- This Task Order does not include bid support or services during construction. If requested, these will be contracted for separately.
- The project concepts to be designed in Task 3 and shown in Attachment C are conceptual and are subject to change based on actual soil conditions and utility conflicts and this may require a change in scope and fee if GI locations or sizing assumptions need to change significantly.

Schedule

This proposal is for engineering design support services to begin on October 1, 2016 and to conclude by December 31, 2018. The typical design schedule is shown in Table 2 below.

Table 2

Anticipated typical duration for major design phase tasks

Design Phase	Anticipated Duration (weeks)	Estimated Completion
Site Investigation (Survey and Geotech)	6	11/12/2016
Schematic Design (30%)	4	12/10/2016
60% Design	5	1/14/2017
90% Design	5	2/18/2017
Construction Documents	4	3/18/2017

Assumptions

CH2M will reasonably rely upon the accuracy, timeliness, and completeness of any data provided by West Chester Borough or other third parties.

Compensation

All terms and conditions of the April 18, 2013, Agreement between West Chester Borough, PA and CH2M HILL shall remain in full force and effect unless specifically modified herein. Table 3 provides the proposed budget for this proposal, itemized by each project. Work performed by all CH2M employees will be at a 2.95 multiplier. Reimbursement for CH2M activity will be on a time and material basis, with the fee not to exceed what is shown in Table 3.

Table 3.

Proposed Budget for Green Infrastructure Engineering & Design Services

Proposed Not-to-Exceed Budget						
Project Number	Task Description	CH2M	SURVEY	GEOTECH	ESTIMATED EXPENSES	SUB-TOTAL
05.GI.00.42	P-042 Pine Alley/Veteran's Park	$33,315	Completed	$4,600	$200	$38,115
05.GI.00.16	P-016 Fugett Park/Municipal Bldg	$51,759	$1,333	$9,450	$200	$62,742
05.GI.00.48	P-048 S. Everhart Street	$38,452	$1,334	$9,450	$200	$49,436
05.GI.00.49	P-049 Hoopes Alley	$23,349	$1,333	$4,600	$200	$29,482
TOTAL		**$146,875**	**$4,000**	**$28,100**	**$800**	**$179,775**

Attachment A. Survey Details

DAWOOD
ENGINEERS ⌁ PLANNERS ⌁ SURVEYORS

September 6, 2016

CH2M
1717 Arch Street
Suite 4400
Philadelphia, PA 19103

Attn: Courtney Finneran

Re: **Request for Proposal for Surveying Services**
West Chester Borough
Dawood Proposal No. P16269

Dear Mrs. Finneran,

Dawood Engineering, Inc. (Dawood) is pleased to present this proposal to provide survey services and AutoCAD baseplan development for the stormwater improvement projects in West Chester Borough, Chester County, PA.

Below is an outline of our services in conformance with your request and the scope of work for this project, including fees and schedule to perform the services.

I. SCOPE OF SERVICES

A. Survey & Baseplan Development

Dawood will field locate the topographic features found within the herein referenced project areas. Dawood will then utilize this information to prepare three (3) AutoCAD based plans of the areas.

B. Project Deliverables

Dawood's final deliverables to the client will be three (3) separate base plans prepared in AutoCAD format.

C. Proposal Assumptions

The following assumptions were made and are the basis for this proposal:

- The three (3) project areas are defined as follows:
  - South Everhart Street (CH2M # P-048) – project area is from West Nields Street to Sharpless Street; including fifty (50) feet in either direction at each intersection

- Hoopes Alley (CH2M # P-049) – project area is from South Bradford Avenue to South Everhart Street
- Fugett Park/Municipal Building (CH2M # P-016) – project area includes two (2) small segments of roadway:
  - North Adams Street from East Chestnut Street northward approximately 125 feet
  - East Chestnut Street from North Penn Street to Stadium Alley

The limits of the three (3) areas of survey are more clearly defined in Attachment 1 of the CH2M Request for Proposal dated September 1, 2016. The total length of these three areas is approximately 1,800 feet (includes 50 foot overlap at intersections).

- The surveyed features will include visible surface features within the limits described herein including (but not limited to): edges of pavement, signs, vegetation, utility poles, sanitary and storm sewer manholes (including rim and invert elevations where accessible), inverts and size of storm water pipes and inlets (where accessible and visible), mailboxes, pavement markings, fences, structures and trees larger than 4" in diameter, above ground utilities, etc.

- A total of three (3) separate base drawings will be prepared from the field survey effort. These base drawings will be provided to CH2M in AutoCAD format.

- For the baseplan drawing associated with Fugett Park/Municipal Building, Dawood will utilize the base mapping prepared by Chester Valley Engineers and add field survey data from the two (2) street segments identified in the RFP for this area.

- An AutoCAD file with the existing baseplan for the Fugett Park/Municipal Building will be provided to Dawood at the time of Notice to Proceed. Dawood will provide the client with a PDF of the plan, if requested. All other digital files, field notes and reference data collected, generated or utilized during the project remain the property of Dawood Engineering, Inc.

- Proposal assumes that the base mapping from Chester Valley Engineers will also include previously used control data that will enable Dawood to tie the supplemental survey into the previous work.

- The horizontal datum of the survey will be based on the Pennsylvania State Plane Coordinate system, NAD83 South Zone. The vertical datum of the survey will be based on NAVD88.

Both datum will be based on GNSS observations obtained during the field survey.

- No boundary survey or determination of property lines will be included in this proposal. Approximate property lines and owner information will be shown on the base mapping. This information will be as provided by CH2M in digital format. No time has been allotted to confirm this data or update owner information.

- Proposal assumes that ROW information will be provided to Dawood in the form of existing plans. No effort is included in this proposal for the research of street right of way information.

- Where structures are found to be filled with sediment or are unable to be opened, Dawood staff will note such on the base mapping. No time has been allotted in this proposal for return visits to the site(s) for measuring inverts after structures have been cleaned out.

- All field work performed by Dawood staff will be limited to areas within the public road right of way. No notification to adjoining landowners will be provided.

- Dawood will perform a PA One Call for the area of survey. As applicable, utility information which may exist within the survey area will be located during the survey. Underground utilities will be shown within the study areas based on verified field locations or by information provided during the PA One Call process. No subsurface location efforts have been included in this proposal.

- All work to be performed will be completed in accordance with the latest edition of the *Manual of Practice for Professional Land Surveyors in the Commonwealth of Pennsylvania*, as prepared by the Pennsylvania Society of Professional Land Surveyors, as applicable.

II. PROPOSED COST

Dawood proposes to perform the above referenced survey services on a time and materials basis in accordance with the attached rate chart for a cost not to exceed feet of:

$ 4,000.00

III. SCHEDULE

Prior to the start of work, CH2M will provide Dawood with a written notice to proceed. An executed copy of this proposal returned to Dawood of will be considered as such. The Notice to Proceed shall include the AutoCAD base plan of the Fugett Park/Municipal Building site as well as the ROW information for the subject streets and cross streets.

The project schedule is proposed to be as follows:

- NTP date prior to September 16, 2016
- Field work to commence week of September 26, 2016
- Base mapping for all three (3) areas submitted to CH2M by October 17, 2016

During the course of this project, the assigned Dawood Project Manager will maintain frequent communications with the client to provide status updates and alerts should anything arise that would potentially modify the schedule.

If any additional services are required beyond this proposal, an addendum to this contract will be issued. The client shall approve and authorize all additional work prior to commencement.

If this fee and proposal are acceptable, please indicate your acceptance by signing the proposal below.

Dawood looks forward to working with you on this important project. If you have any questions regarding this proposal, please do not hesitate to call our office.

Sincerely,

Dawood Engineering, Inc.

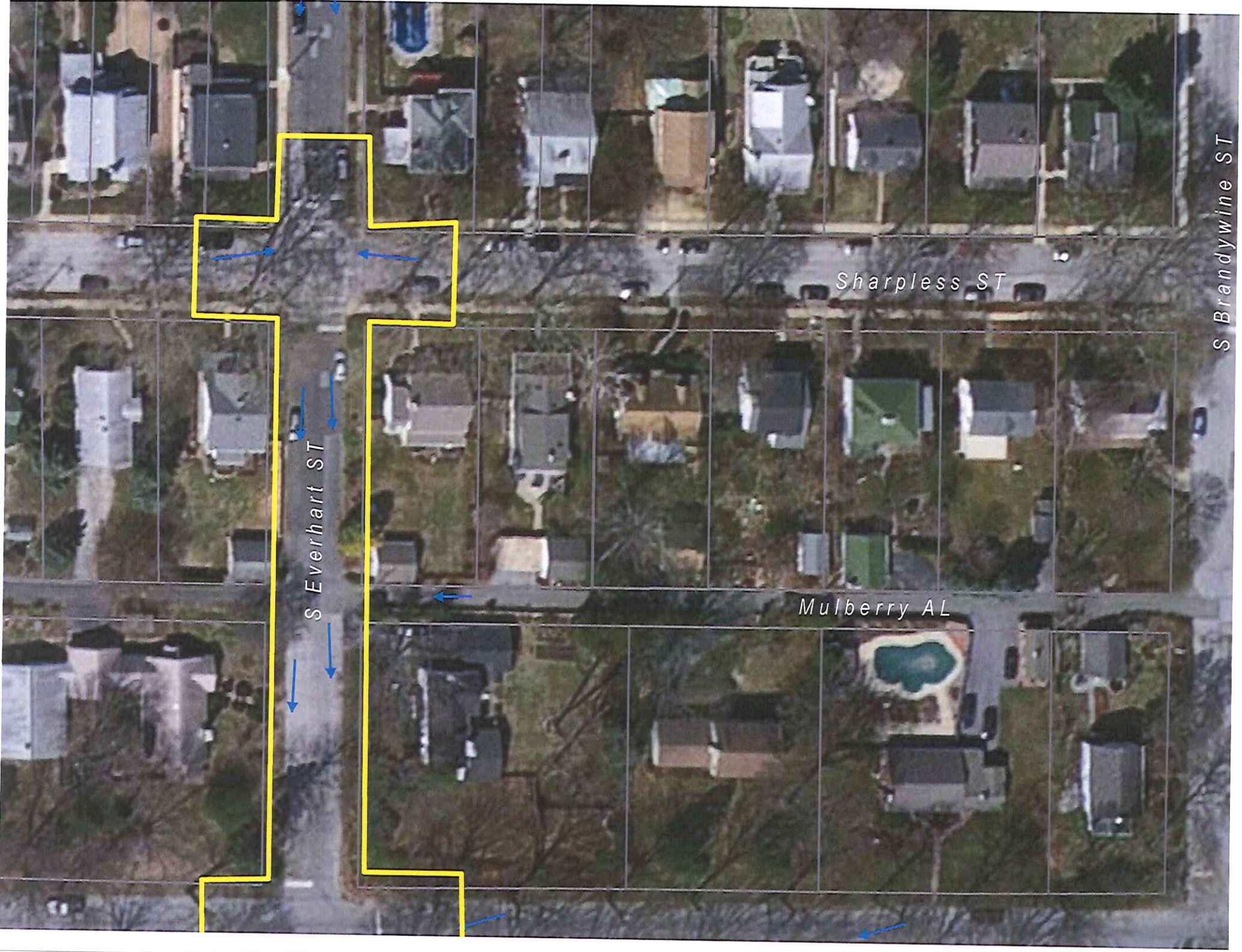
Scott R. Reeser, P.L.S.
Survey Operations Manager

Dawood Engineering, Inc.

Vincent J. Paparella, P.L.S.
Vice President

This proposal is accepted by:

Name: _____ Title: _____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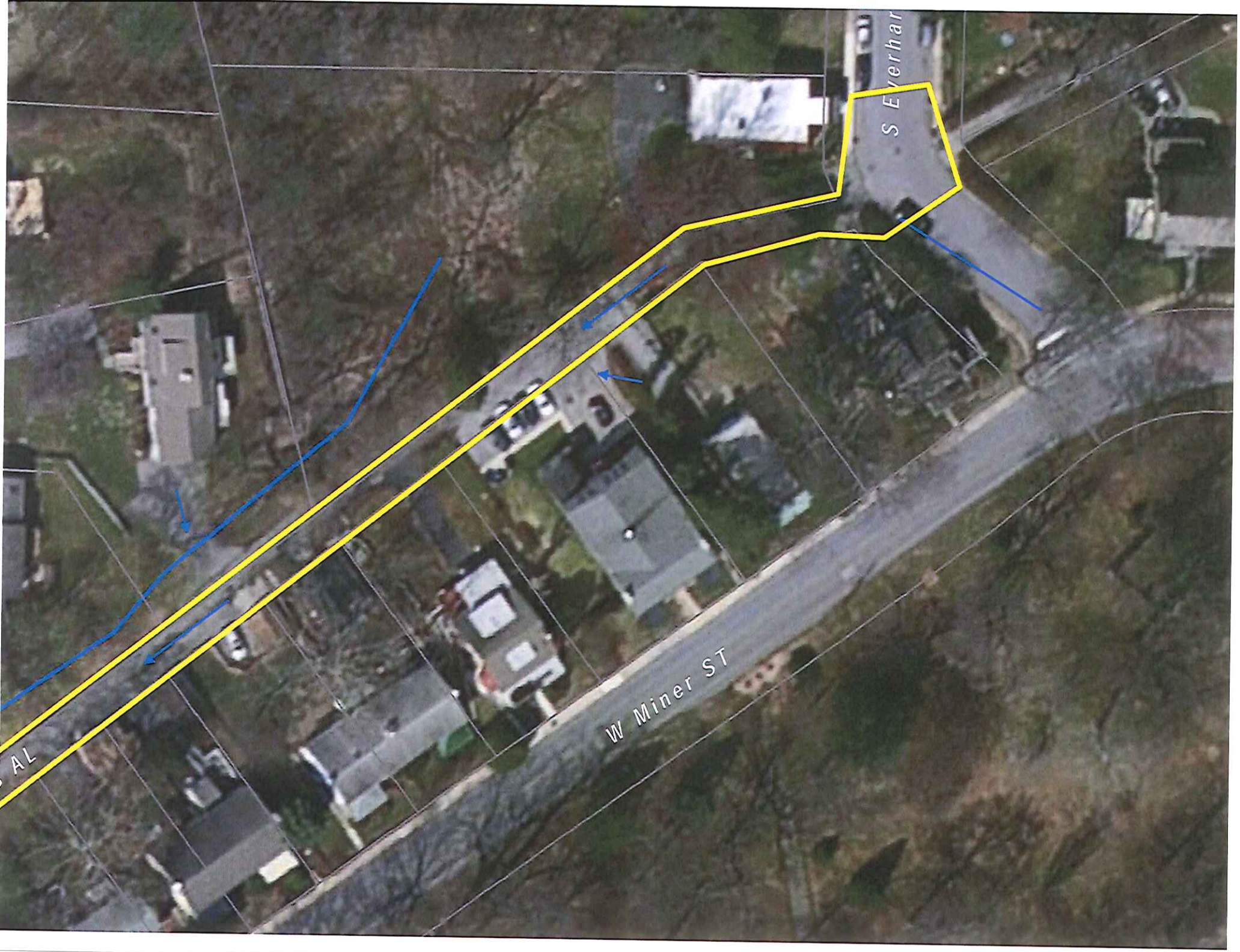
S Everhart ST
Mulberry AL


S Everhar
W Miner ST
AL

Plum AL
E Chestnut ST
N Penn ST
Stadium AL

Attachment B. Geotechnical Investigation Details

September 6, 2015

Mr. Andrew Potts, PE
CH2M HILL
1717 Arch Street, Suite 4400
Philadelphia, PA 19103

ECS Proposal No. 18.5867-GP

Reference: *Proposal for Subsurface Exploration and Infiltration Testing Services*
Proposed Borough of West Chester Green Infrastructure Projects
Site 1 (S Everhart St.)
Site 2 (Hoopes Alley)
Site 3 (Municipal Building)
Site 4 (Veterans Park-Pine Alley)
West Chester, Pennsylvania

Dear Mr. Potts:

ECS Mid-Atlantic, LLC (ECS) is pleased to present the following proposal for providing subsurface exploration and field infiltration testing services for the above referenced project. We understand that this exploration and testing is for the purpose of developing an understanding of the subsurface conditions at the site and to develop recommendations for the design and construction of stormwater management facilities associated with the proposed Green Improvement projects.

Project Description and Scope of Work

We understand that the subsurface exploration and infiltration testing program is to be completed at the following sites with the scopes as noted:

Site 1 – S Everhart St.; 2 borings at the intersection of S Everhart St. and Sharpless St., 2 borings on S Everhart St. between the intersections of Sharpless St. and Mulberry Alley, and 3 borings at the intersection of S Everhart St. and W Nields St., for a total of 7.

Site 2 – Hoopes Alley; 3 borings in Alley

Site 3 – Municipal Building; 1 boring on N Adams St. on the northeast quadrant of its intersection with E Chestnut St intersection, 1 boring on E Chestnut St. on the easternmost side of the N Penn St. intersection, and 5 borings within the city block of the Municipal Building, for a total of 7.

Site 4 - Veterans Park and Pine Alley; 2 borings in the open lot on the northwestern side of Pine Alley and 1 boring in the smaller open lot on the southeastern side of Pine Alley, for a total of 3 .

Borings will be advanced to a depth of 10 feet below existing grades with continuous sampling to document the presence of a seasonal high groundwater table, bedrock, or other limiting conditions or strata beneath the planned infiltration system. Each boring will be followed by an offset probe which will

be advanced to a depth of 5 feet below existing grades to facilitate infiltration testing in general accordance with the PA Best Management Practices Manual.

The scope of services for the subsurface exploration and field infiltration testing is expected to include, but not necessarily be limited to, the following:

- Project Coordination including boring layout, utility clearance, street and sidewalk permitting and temporary closure.
- Drilling of soil test borings with continuous sampling to a depth of 10 feet, and associated offset auger probes for infiltration testing at a depth of 5 feet.
- Infiltration test hole preparation and in-situ testing
- Identification of limiting zones
- Grouting of test boring locations
- Completion of summary report presenting boring logs, infiltration test results, and test location plan.

ECS will locate the borings in the field using taping methods from existing site features, and adjusting test boring locations in the field based on access and utility conflict considerations.

Once the field work is completed ECS will prepare a written report outlining the results of our field infiltration testing:

The engineering report, suitable for submission to the Chester County Conservation District, will include the following items:

a. Information on site conditions including surface drainage, geologic information and special site features. An assessment of the presence or absence of carbonate geology and associated risks and limitation, if applicable, will be included.

b. Description of the field exploration procedures and tests performed.

c. Records of the field exploration (boring logs) in accordance with the standard practice of geotechnical engineers. Measurement of the approximate strata thickness at each boring location and notation of this information on the boring logs and in the text of the report. A boring location plan will be included in the report.

d. Measurement of the topsoil and/or existing fill thicknesses at each boring location and notation of this information on the boring logs and in the text of the report.

e. Field infiltration testing results, recommended design infiltration rate, and presentation of general stormwater management recommendations, including depths to limiting layers and karst-related assessment and recommendations.

f. Visual classification of the soil in accordance with the Unified Soil Classification System (USCS).

Cost of Service

The cost of services associated with field infiltration testing, laboratory testing, and report are as follows:

Site 1 – S Everhart St. – 7 Borings $8,500.00
Site 2 – Hoopes Alley - 3 Borings $3,650.00

Site 3 - Municipal Building- 7 Borings $8,500.00
Site 4 – Veterans Park and Pine Ally – 3 borings $3,650.00
TOTAL = $24,300.00*

*Notes:
A. Although costs associated for each site are provided separately, the prices above assume that these 4 sites will be authorized concurrently in order to maximize coordination and mobilization efforts.
B. Grouting of borings is recommended. Grouting would be at the rate of $9/LF and be in addition to the totals listed above.
C. Use of a private locator for utility clearance is recommended. Private utility clearance services would be provided for a rate of $3,800.00 to cover all 4 sites.

Schedule

In preparing this proposal, it is our understanding that the Client will coordinate our access to the site with any current site occupants, if applicable. This proposal assumes that no special permits or work outside of normal working hours will be required. We anticipate that field operations may require approximately 5 to 7 days to complete once mobilized to the site. After fieldwork is completed, the report will be issued in electronic form within approximately 2-3 weeks. Verbal comments on findings can be provided within 2 days of completion of the test borings, if requested.

Utility Clearance and Site Restoration

We will contact Pennsylvania One Call to locate underground utliites at these sites; however, our experience indicates that sometimes the public locating system does not accurately mark or have access to drawings depicting accurate utility locations. Furthermore, PA One Call will not locate private utilities.

ECS can not be held responsible for any private or public underground utilities that are not indicated to us in advance. The Owner should provide any information to ECS regarding private utilities of concern. ECS can provide clearance of individual excavation locations from private utilities using a subcontracted private utility clearance company for an additional fee of $3,800.00. Please indicate whether this service is desired on the attached authorization sheet. Contracting a private utility locator service is not a guarantee that all utilities within a work site will be identified, but a service that is offered to lower the risk of the owner/client. ECS and our clients have had great success in avoiding utility contact by augmenting the public utility locating services with a private locator services. Private locater services can identify utility alignments that incorporate significant iron content in the conduit materials. However, private utilities possessing the higher likelihood of not being easily identifiable, beyond the point of distribution, include all utilities not containing significant ferrous (iron) content (examples would include, but not be limited to, most sanitary sewer alignments, copper of PVC water lines, fiber optic lines without tracer ribbons, copper electric lines with no surface exposure, drainage tiles/pipes, and irrigation lines).

Site restoration will be limited to backfilling of the borings with auger spoils and bentonite. ECS will not be responsible for reseeding of the disturbed areas. ECS should be notified if special coordination or timing of the excavation should be considered.

Closing

Attached to this letter, and an integral part of our proposal, are our "General Conditions of Service." These conditions represent the current recommendations of the ASFE, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

Your acceptance of this proposal may be indicated by signing and returning one copy of the attached acceptance page to us, at which time, the study can be initiated. We are pleased to have this opportunity to offer our services and look forward to working with you on the project. If you have any questions or comments concerning the contents of the enclosed documents or other related topics, please feel free to contact us.

Respectfully,
ECS MID-ATLANTIC, LLC

J. Matthew Carroll, P.E.
Geotechnical Manager

William D. Friedah, P.E.
Branch Manager

Enclosures: Proposal Acceptance
General Conditions of Service

ECS Mid-Atlantic, LLC.

PROPOSAL ACCEPTANCE

Proposal No.:	18.5867-GP
Scope of Work:	Proposal for Infiltration Testing Services
Location:	Borough of West Chester - Green Infrastructure Projects Sites 1, 2, 3, and 4 West Chester, Pennsylvania

Client Signature:_____ Date: _____

Private Utility Clearance ($3,800.00)	YES	NO
Grout Test Borings ($9.00/LF)	YES	NO

Please complete this page and return one copy of this proposal to ECS to indicate acceptance of this proposal and to initiate work on the above-referenced project. The Client's signature above also indicates that he/she has read or has had the opportunity to read the accompanying General Conditions of Service and agrees to be bound by such General Conditions of Service.

BILLING INFORMATION
(Please Print or Type)

Name of Client: _____
Name of Contact Person: _____
Telephone No. Of Contact Person: _____

Party Responsible for Payment: _____
Company Name: _____
Person/Title _____
Department: _____
Billing Address: _____
_____

Telephone Number: _____
Fax Number: _____
Email Address: _____
Client Project/Account Number _____
Special Conditions for Invoice
Submittal and Approval _____

Proposal No.18-5867-GP **(hereinafter the "Proposal")**

Client: CH2M Hill

ECS MID-ATLANTIC, LLC
TERMS AND CONDITIONS OF SERVICE

The professional services (the "Services") to be provided by ECS MID-ATLANTIC, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and Client.

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 **In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.**

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable Laws or Regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Scope of Services requires ECS to penetrate a Site surface, CLIENT shall furnish and/or shall direct CLIENT'S consultant(s) or agent(s) to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees to reflect the additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's agents, contractors, or consultants, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, *e.g.*, subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. Client agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' Additional Services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the Site for the performance of Services. CLIENT hereby grants ECS and its subcontractors and/or agents, the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause minor, but common, damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1 ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' subcontractor's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing process by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this AGREEMENT to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with the Project for which the Documents of Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT, it's licensed consultants and its contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose without ECS' prior written consent. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or to ECS' subcontractor(s). CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its contractors, consultants or other parties from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, trenching, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete Work being installed by CLIENT'S contractor(s). If CLIENT elects to retain ECS on a part time basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risks that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing. Unless the CLIENT can show that the error or omission is contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part time basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from Work that was monitored or tested by ECS on a part time basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the Professional Fees section of the Proposal. Any Estimate of Professional Fees stated in these Terms shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all Professional Fees and other unit rates shall be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the Scope of Services, Professional Fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the Professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT'S client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT, its personnel, its consultants, and its contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to CLIENT-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain Workers Compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 **CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.**

18.1.1 If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $40,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage,

or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by Law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ["Damages"] caused in whole or in part by the negligent acts, errors, or omissions of the CLIENT or CLIENT'S employees, agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.

19.4 IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.

19.5 IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS, specifically including its professional engineers and geologists.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the AGREEMENT. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this agreement for breach or these terms, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the agreement.

30.0 TITLES; ENTIRE AGREEMENT

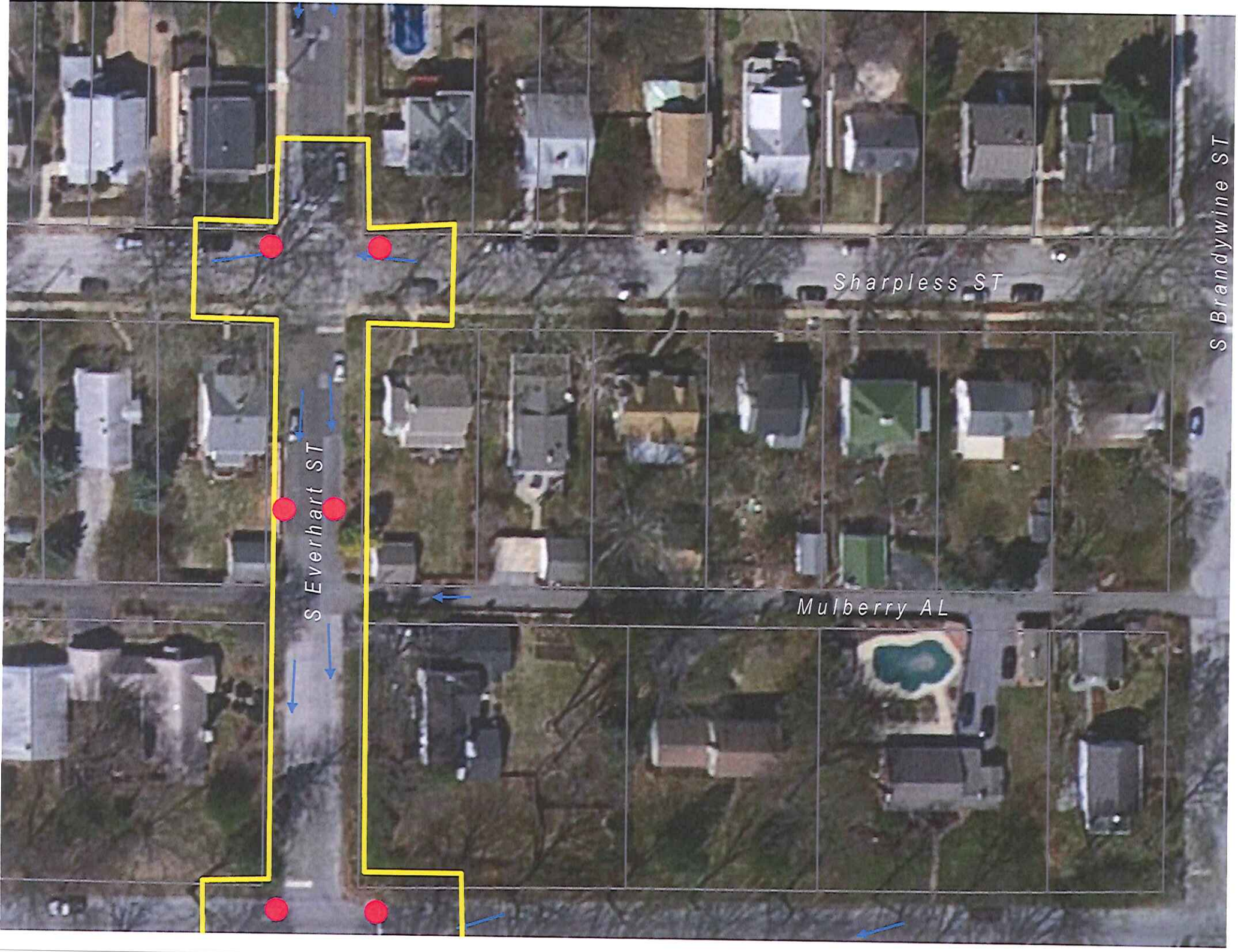
30.1 The titles used herein are for general reference only and are not part of the Terms and Conditions.

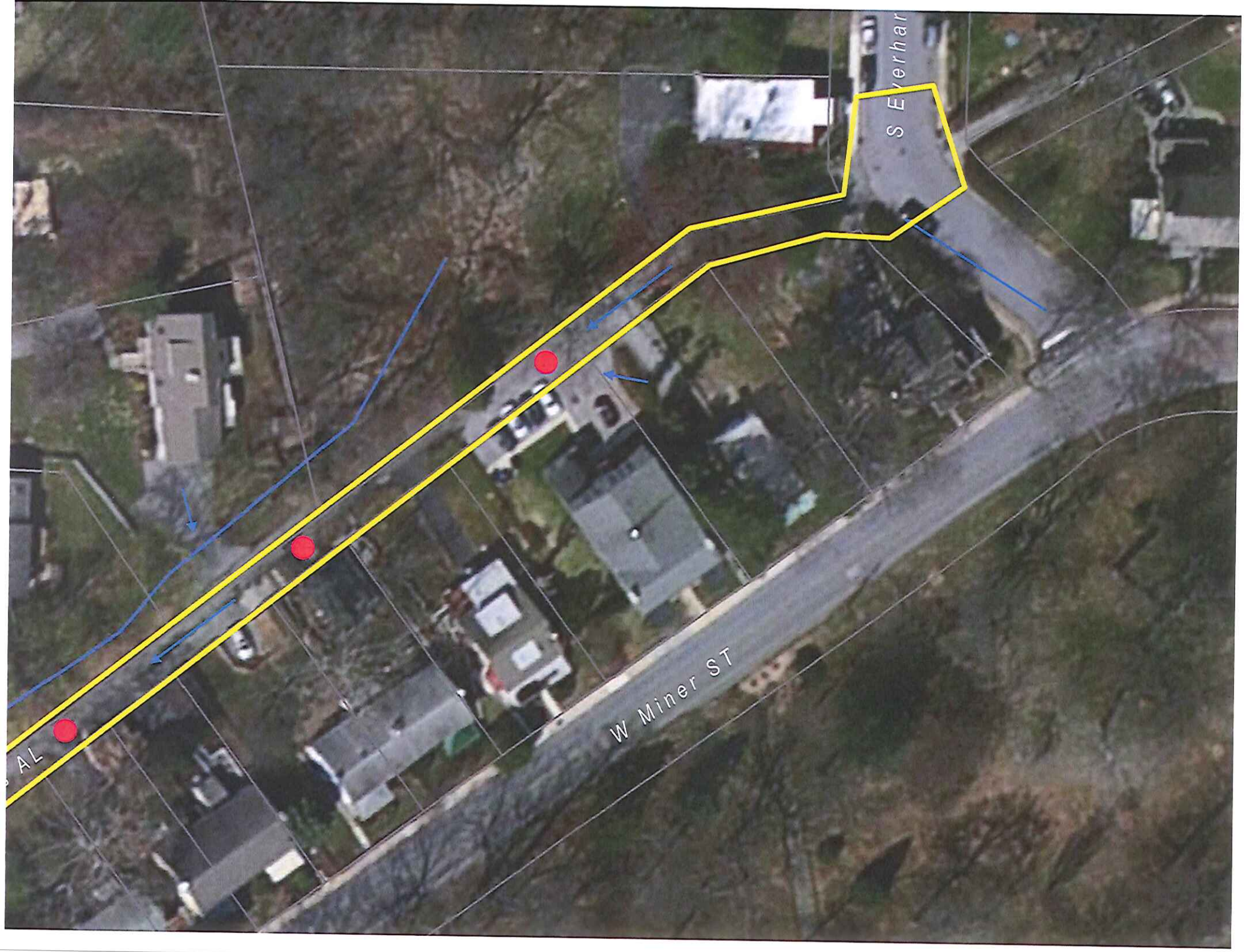
30.2 These Terms and Conditions of Service together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS. CLIENT acknowledges that all prior understandings and negotiations are superseded by this agreement.

30.3 CLIENT and ECS agree that subsequent modifications to the agreement represented by these shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and its agreement to be fully bound the foregoing Terms. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.


Sharpless ST
S Brandywine ST
S Everhart ST
Mulberry AL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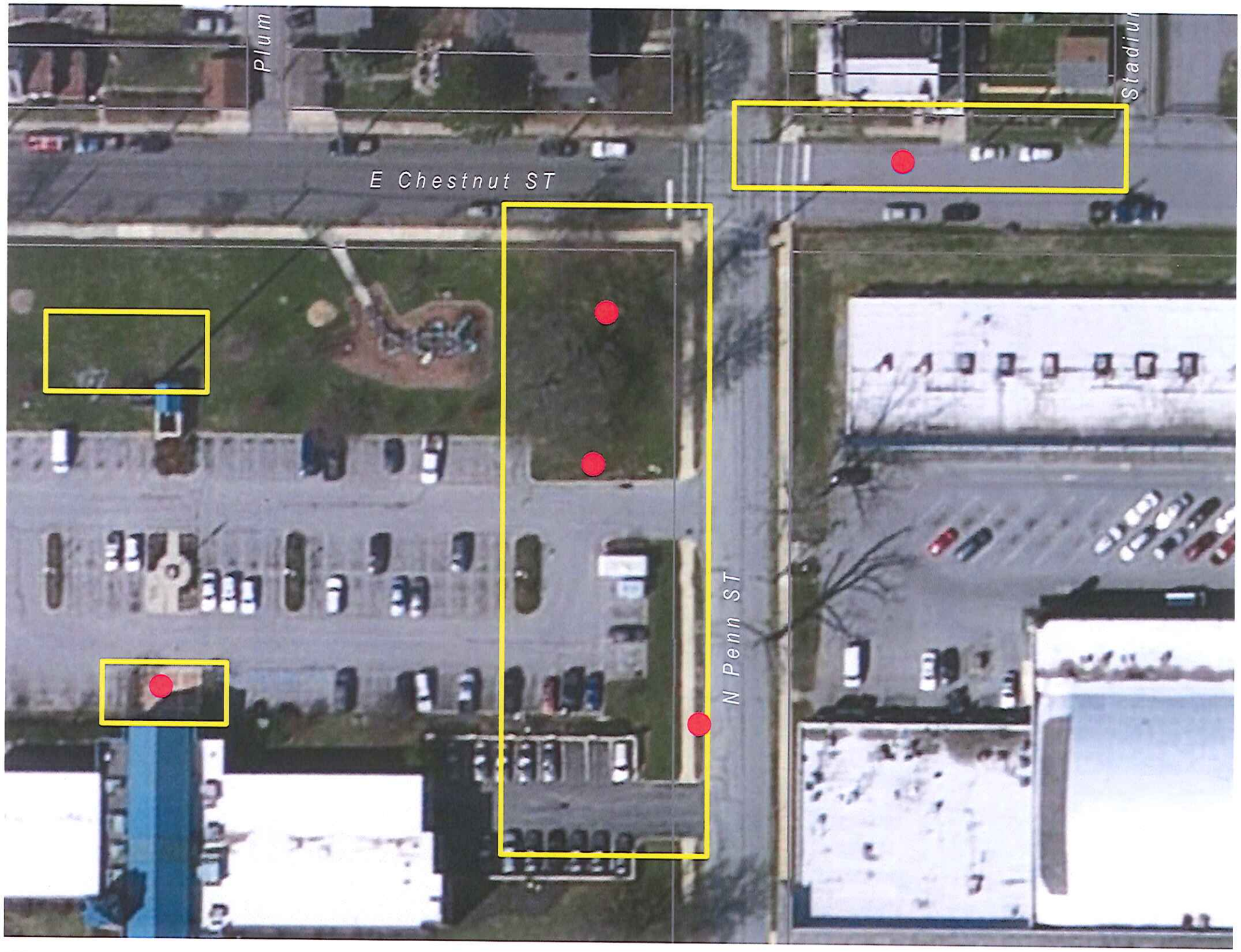
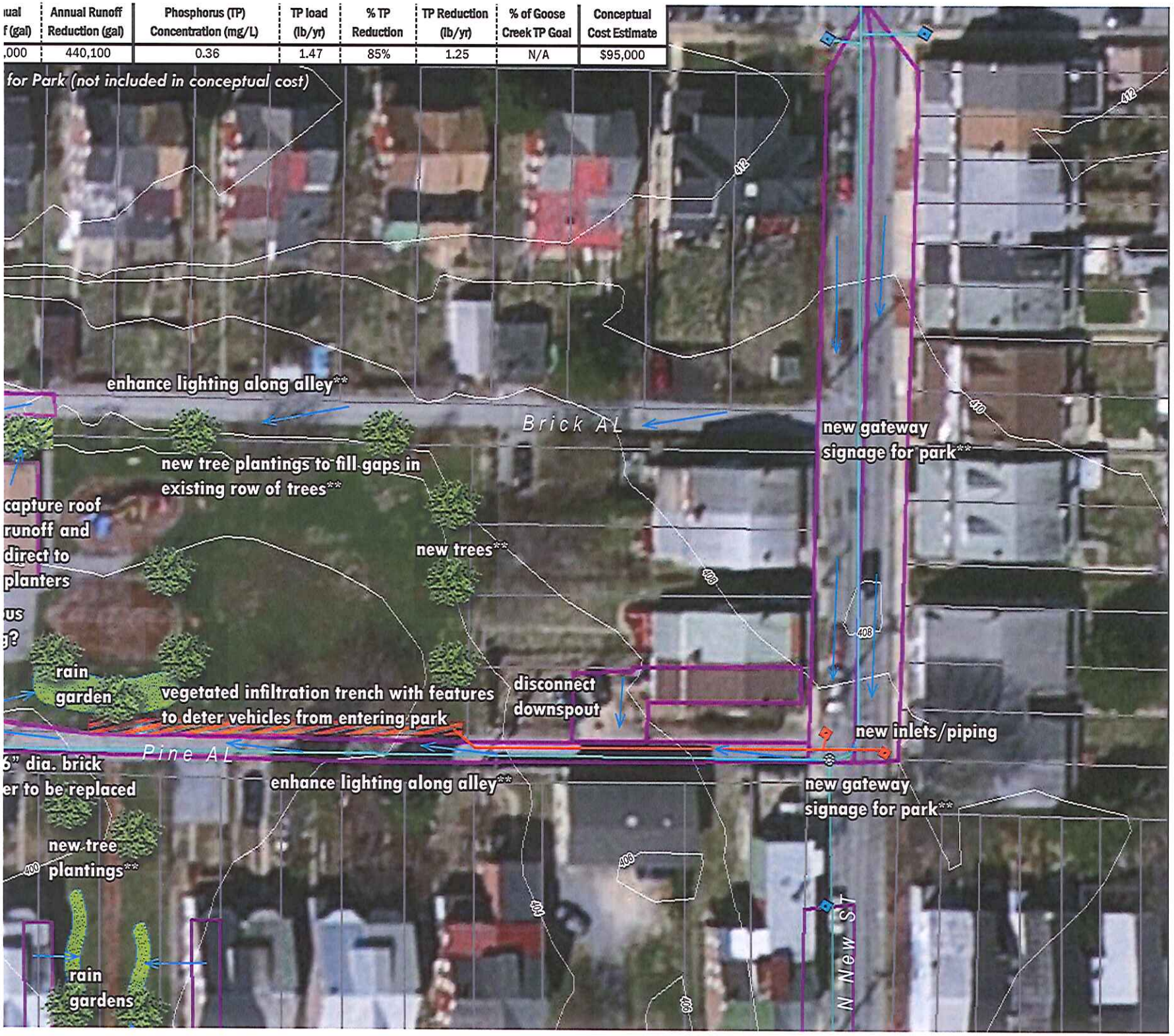

Plum
E Chestnut ST
N Penn ST

Brick AL
Extend survey to opposite side of New and extend slightly north, provide additional spot elevations for proposed inlet design
Pine AL
General survey
New ST

Attachment C. Concept Plans

ıual f (gal)	Annual Runoff Reduction (gal)	Phosphorus (TP) Concentration (mg/L)	TP load (lb/yr)	% TP Reduction	TP Reduction (lb/yr)	% of Goose Creek TP Goal	Conceptual Cost Estimate
,000	440,100	0.36	1.47	85%	1.25	N/A	$95,000



nomes in northwest
park by car or foot
by foot at the entra

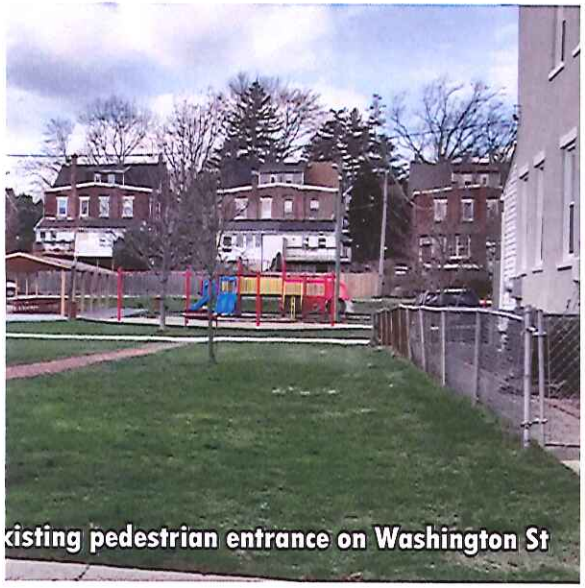
Proposed green infr
include a vegetated
capture alley, roadv
in the park and two
on Washington St),
to enhance gaps in
enhancement recom
and wayfinding at t
around the park an
erosion issues along
and solutions include
low-growing shrubs)
Finally, the amount
is excessive and can
plantings as shown.

Collectively, these G
from the park prop
on the concept plan
structures would allo
sewers. In addition
these GI features ha
to the park and wo
passive recreationa
along Pine Alley wo
planned reconstruct
beneath the alley.

- Proposed Inlet
- Inlet
- Stormwater MH
- Proposed Stormv
- Existing Stormwa
- 2 ft Contours
- Surface Flow
- Parcels
- Drainage Area

Proposed GI Features

- Bioswale/Plantin
- Infiltration Trencl
- Rain Garden


xisting pedestrian entrance on Washington St

existing view of pavilion and parking area

existing Pine Alley and southern portion of park

near the eastern border o
new playground equipmer
site is bordered by E Ches
Penn St. The park is bord
west, the Henderson High
properties to the east.

This high-visibility site has
and others) and therefore
"demonstration" green infr
the Borough's commitment
solutions. With that vision
proposed for the site cons
subsurface infiltration tren
on E Chestnut St), a demor
of the park, another rain g
a subsurface infiltration tr
trench along N Penn St, ar
roof runoff from the shed
native plant/backyard wil
plantings are proposed or

Collectively, these GI feat
the site and several adjac
During larger storm events
runoff to flow into existing
treating stormwater runoff
add aesthetic value to the
harmony with the site's exi
such as the existing playgr

- Inlet
- Stormwater MH
- Existing Stormwater Pipe
- 2 ft Contours
- Surface Flow
- Parcels
- Drainage Area

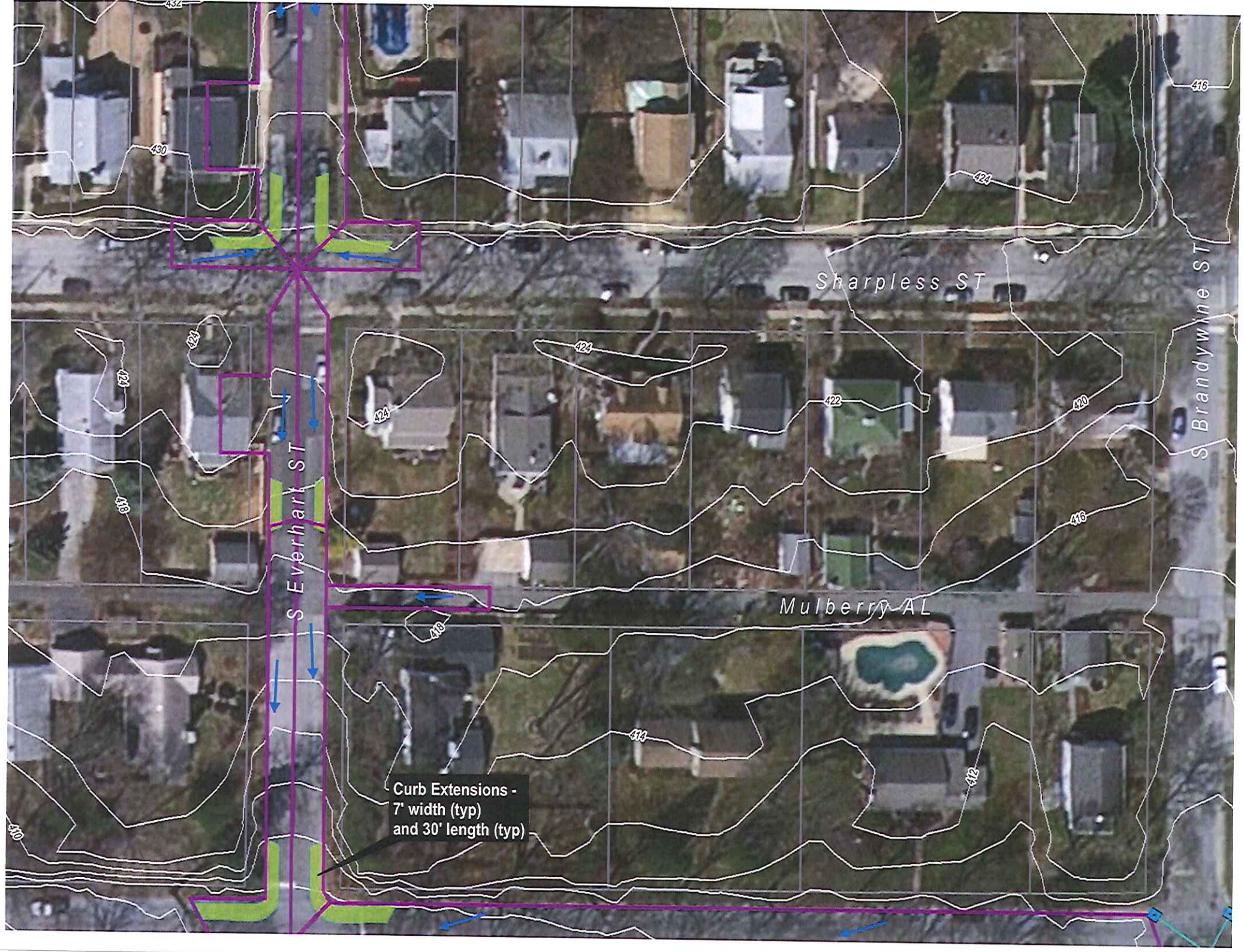
Proposed GI Features

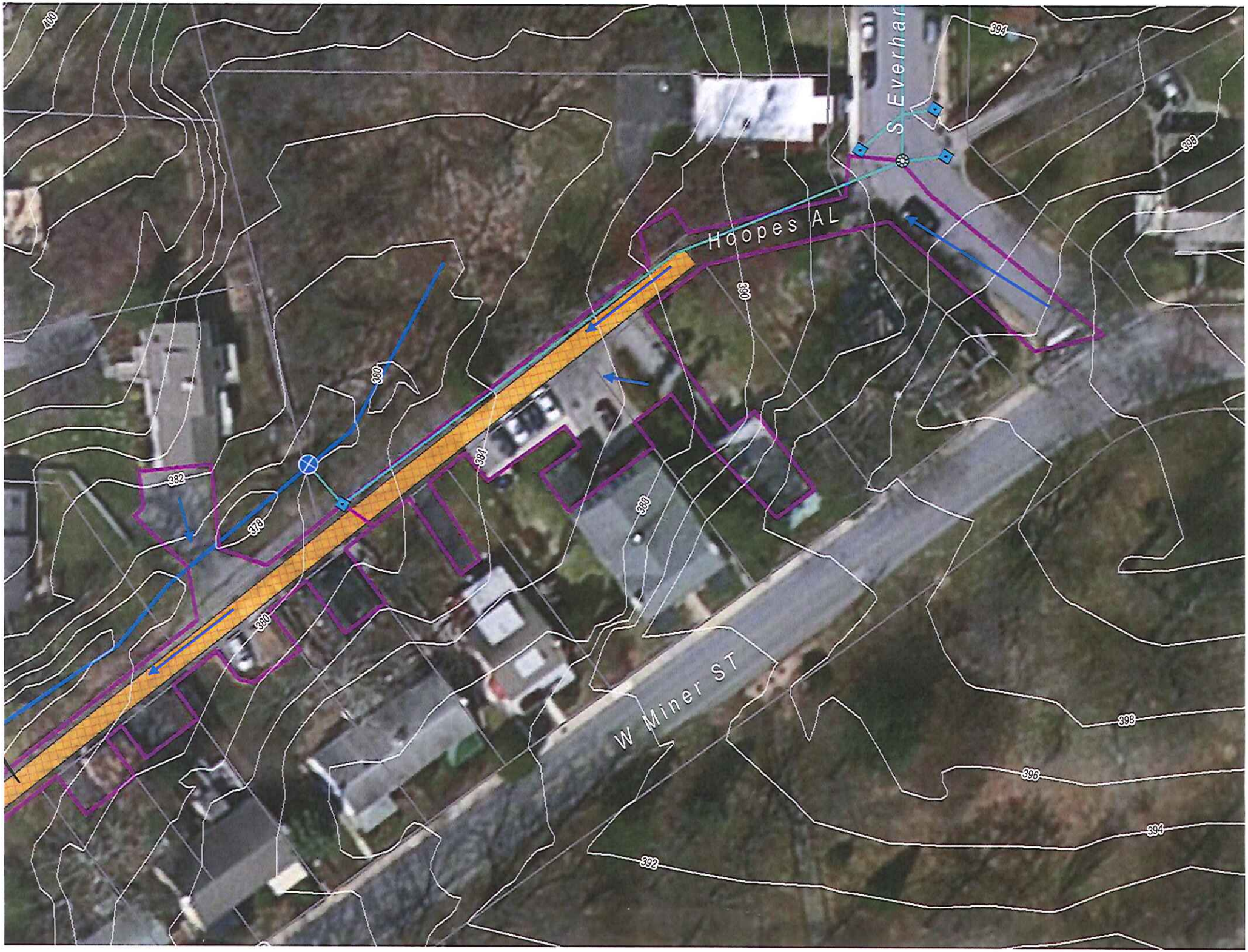
- Infiltration Trench
- Tree Trench
- Rain Barrel
- Rain Garden
- Vegetated Curb Extensio

West Side of Borough Hall

north corner of Fugett Park - potential site of rain garden

E. Chestnut St at N. Per


Sharpless ST
S Brandywine ST
S Everhart ST
Mulberry AL
Curb Extensions -
7' width (typ)
and 30' length (typ)


S Everhar
Hoopes AL
W Miner ST
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Public Works, Recreation & Environmental Protection Committee

Minutes, Parks and Recreation items only

August 9th, 2016 – 5:30 pm

Meeting called to order by Chair Don Braceland at 5:34pm

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

Department Heads: O'B Laing, Keith Kurowski, Kevin Oakes
Mac Cotter, Borough Mgr.

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
   5:34
   Jordan Norley suggested the Borough look into rodent (skunks, dead or decaying, nuisance vermin) services moving forward. Mac Cotter said that we will look into contracted services for 2017

2. Interview for Library Board vacancy – Amelia Rayburn
   6:16
   Approved 3-0

3. Wastewater Department general operations update

4. Wastewater Department capital projects update

5. Taylor Run Wastewater Aluminum Treatment update

6. Goose Creek Phosphorus Permitting update

7. Discuss BID award for the Borough's 2016 Road Reconstruction and Resurfacing Program (attachments will follow by 8-9-2016)

8. Discuss Shade Tree Commission issues:
   a. status of tree condemnation moratorium
   b. status of tree planting and maintenance contracts
   c. condemnation letter
   d. proposal to amend Administrative Code regarding Tree Commission

9. Discuss Park Tree Signage
   7:06
   Table to a later meeting as per the Shade Tree Commission outcomes.

10. Discuss 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
    d. South Penn St./South Adams St. Block Party – 9-17-16
       - Added after agenda was printed and sent out

    7:07
    All items (A, B, C, & D) were conditionally approved pending WCPD final approval. Council members Diane LeBold and James Jones were not in favor of the Clydesdale parade being moved up and hour but the items were approved 3-0

11. Interview for Recreation Commission vacancy – Jordan Ludwick
    7:14
    Approved 3-0
    - Item was added during the meeting as Jordan Ludwick was in attendance and available for questions
    - Once officially appointed term will be current through January 1st 2019

12. Discuss July Minutes
    7:19
    Item was tabled to September meeting

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