

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

## **Borough Council Worksession Meeting Agenda**

**September 20<sup>th</sup>, 2016 – 7:00 pm**  
Borough Council Chambers, Municipal Building

1. Meeting call to order/Pledge of Allegiance.
2. Comments by Mayor and Council.
3. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda
4. Review of Draft Comprehensive Plan
5. Consider request by NAACP for donation to their annual Freedom Fund (New Item)
6. Consider Resolution #15-2016 – Proposed revision to the PennDOT Winter Services Contract (New Item)
7. Consider Crime Watch Project  
(Public Safety Committee recommend “Expression of Support” - 2-0)
8. Consider implementation of Stream Protection Program
  - a. Credit and Rebate Program
  - b. Appeals Policy
  - c. Resolution #11-2016  
(Kaizen Committee recommend approval - 2-0)
9. Consider Stream Protection Fee Billing Services Proposal  
(Finance Committee recommended approval – 2-0)
10. Consider proposal to amend the Master Parking Plan Scope
  - a. Additional occupancy counts
  - b. Demand based pricing strategy  
(Parking Committee recommended approval – 3-0)
11. Consider 1-year renewal contract for Lot 6 (Spaz Lot) with the County for 2016-2017  
(Parking Committee recommended approval – 3-0)
12. Consider adding Handicapped Sign: 408 Sharpless Street  
(Parking Committee recommended approval – 3-0)

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13. Consider removing Handicapped Signs:
  - a. 310 N. Church Street - (Parking Committee recommended to leave sign in place – 3-0)
  - b. 210 W. Lafayette Ave - (Parking Committee recommended removal – 3-0)
14. Consider moving Parking Committee Meeting to 5:30 pm and Public Works to 7:30 pm
15. Consider proposed Ordinance to redefine and expand scope of the Shade Tree Commission  
(Public Works, Rec. & Enviro. Committee recommend to send to full Council – 2-0)
16. Consider Banner Requests:
  - a. Chester County OIC – E. Market St. – 10-17-2016 – 10-29-2016
  - b. Domestic Violence Center of CC - ribbons  
(Public Works, Rec. & Enviro. Committee recommend to send to full Council – 2-0)
17. Consider Items for Municibid Sale  
(Items attached)  
(Public Works, Rec. & Enviro. Committee recommended approval – 2-0)
18. Consider CH2M Green Infrastructure Design Services Proposal  
(Public Works, Rec. & Enviro. Committee recommended approval – 2-0)
19. Consider Marshall Square Park Playground Project  
(Public Works, Rec. & Enviro. Committee recommended send to full Council– 2-0)
20. Consider Special Event Permits
  - a. West Chester Homecoming – 10-22-16  
(Public Works/Rec/Enviro. Committee recommend approval 2-0 pending WCPD approval)
  - b. Chester County “Color Run” – 5k – 11-5-2016  
(Public Works/Rec/Enviro. Committee recommend approval - 2-0  
Stipulations to the current SEA are listed below
    - No streets are to be closed during the event
    - The 5k would be run with streets open, but attended/overseen by race marshals
    - The Friends of Marshall Square Park would like to see what the “color bombs” are like and how they will affect the park
  - c. Chili Cook-off – 10-8-2016  
(Public Works/Rec/Enviro. Committee recommend approval - 2-0, pending WCPD approval)
  - d. Permit filming for PA Lottery Commercial in first block of W. Gay Street (New Item)
21. Consider recommendation to create a Historic Commission Steering Committee  
(Smart Growth Committee recommend approval 3-0)

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22. Consider Conditional Use Application – 29 S. Church St. – Historic Carriage House  
(Smart Growth Committee recommended Public Hearing date of October 19<sup>th</sup>, 2016 at 6:30 pm  
– 3-0)
23. Consider accepting extension of time for Vision Partnership Grant  
(Smart Growth Committee recommended approval of extension until 12-31-2016, 3-0)
24. Consider 200 N. Church Street HARB – Window Replacement  
Smart Growth Committee recommended 3-0 the following:  
Applicant to replace 13 windows in accordance with HARB guidelines, with all work completed within 3 years. Five windows shall be replaced the first year, 4 windows each the following two years. In addition, the owner shall enter into an enforceable agreement with the Borough requiring all windows to be replaced before the real estate is sold, if sold in less than 3 years.
25. Discuss Certificates of Appropriateness:
  - a. 122 E. Gay Street – Opa Opa Restaurant  
Install hanging sign  
Approve with conditions: Sign shall be installed above the entrance door on either the existing square tube bracket or a new black bracket similar to the existing bracket with no sign at the center of the building.
  - b. 158 W. Gay Street – STP Investments  
Install hanging sign on front façade and construct an elevated steel platform to hold a new generator above an existing trash dumpster enclosure  
Approve as presented
  - c. 120 N. Church Street – WC Shambhala Meditation Center  
Install hanging sign  
Approve with conditions: Shall be installed on a black bracket similar to existing brackets and field of the sign should be off-white.
  - d. 16 E. Market Street – The Brooks Group  
Replace entry steps and handrails  
Approve with conditions: Steps shall be constructed of brick sides and risers and bluestone treads. Bluestone treads and uppermost landing are to be monolithic treads (1 piece, not 2 or many). Railings to replicate designs of existing deteriorated railings.
  - e. 141-43 W. Gay Street – WC United Methodist Church  
Install historic marker at 141 E. Gay Street  
Approve as presented
  - f. 40 E. Market Street – Rams Head Bar & Grill  
Remove existing awning and install sign board covering all the transom windows along Market Street, paint all red trim and pent roof on the building black and repaint existing cream trim cream.  
Approve with conditions: Signage component of application was tabled and applicant will return with other signage options. Metal pent roof will not be painted black, but if repainted, will be red.

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- g. 117 E. Gay Street – The Social  
Install building mounted sign, remove exterior and interior muntin grids from existing picture windows.  
Approve with conditions: Sign will read “The Social”.
  
- h. 11 N. Walnut Street – Parisian Cleaners  
Install HVAC unit below existing 2<sup>nd</sup> floor rear window  
Approve as presented  
  
(Smart Growth Committee recommended 3-0 to approve all COA’s, and to have Mike Perrone review “F” – 40 E. Market Street – Rams Head Bar & Grill
  
- 26. Consider Smart Growth Committee recommendation that Borough Council instruct the HARB to review the HARB guidelines as they relate to the latest building components that are available today.
  
- 27. Consider approval of August minutes
  
- 28. Zoning Appeals: - none
  
- 29. Public Comment

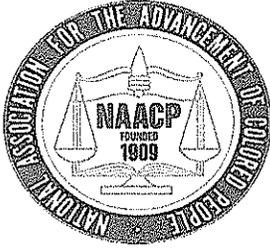
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**UPCOMING MEETINGS:**

September 21, 2016 - Proposed Busking Ordinance – Public Hearing - 6pm

September 21, 2016 – Council Meeting – 7pm

Tuesday	9-20-2016	Council Worksession	7:00 pm	Council Chambers
Tuesday	9-20-2016	Planning Commission Worksession	6:30 pm	Room #240
Wednesday	9-21-2016	Proposed Ordinance - Busking	6:00 pm	Council Chambers
Wednesday	9-21-2016	Council Meeting	7:00 pm	Council Chambers
Tuesday	9-27-2016	Planning Commission	6:30 pm	Council Chambers
Wednesday	9-28-2016	Public Hearing – ID Zoning District	6:30 pm	Council Chambers
Thursday	9-29-2016	Sustainability Committee	6:00 pm	Council Chambers
Thursday	9-29-2016	HARB	7:00 pm	Room #240
Wednesday	10-5-2016	Special Finance Committee Meeting	6:00 pm	Council Chambers
Wednesday	10-5-2016	Recreation Commission Committee	6:30 pm	Room #234
Wednesday	10-5-2016	Shade Tree Commission	6:30 pm	Room #240
Tuesday	10-11-2016	BID Board	8:00 am	119 N. High St.
Tuesday	10-11-2016	Public Works/Recreation/ WW Committee	5:30 pm	Council Chambers
Tuesday	10-11-2016	Kaizen Committee	6:30 pm	Council Chambers
Tuesday	10-11-2016	Parking Committee	7:30 pm	Council Chambers
Wednesday	10-12-2016	Public Safety Committee	5:30 pm	Council Chambers
Wednesday	10-12-2016	Finance Committee	6:30 pm	Council Chambers
Wednesday	10-12-2016	Smart Growth Committee	7:30 pm	Council Chambers
Tuesday	10-18-2016	Council Worksession	7:00 pm	Council Chambers
Wednesday	10-19-2016	Council Meeting	7:00 pm	Council Chambers
Wednesday	10-26-2016	Special Finance Committee Meeting	6:00 pm	Council Chambers



West Chester Branch NAACP  
PO Box 196  
West Chester, PA 19381-0196

Aug 26, 2016

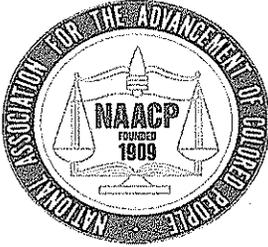
West Chester Borough Council  
100-D401 E Gay St  
West Chester, PA 19380

Dear Council Members;

The West Chester Area Branch of The NAACP will hold its annual "Freedom Fund" luncheon on Nov 12, 2016. The theme of this years' program is "Uplifting the Community Through Service". In keeping with that theme, we will honor six organizations. These organizations are: Charles A Melton Community Center, Chester County OIC, Safe Harbor of Greater West Chester, West Chester(WC) Daycare Center, WC Food Cupboard, and WC Senior Center.

We commend these outstanding organizations for the work they have done, and continue to do, in the West Chester area. And so, to help them continue their work, we will award 10% of our net proceeds to each organization. 20% will go to

610 241 8417  
wcnaacppa@yahoo.com



West Chester Branch NAACP  
PO Box 196  
West Chester, PA 19381-0196

Our scholarship and youth programs and 20% will go to our general operating fund

We know that you value the contributions these organizations make in our communities and trust that you will want to sponsor them also. We are looking for sponsors at the following levels: Magnanimous(\$5000), Philanthropic(\$2500), Altruistic(\$1000), Humanitarian(\$500), and Kindhearted(\$100). Additionally, ads are available in our program booklet. Those ads are: Full page(\$200), half page(\$110), and quarter page(\$60).

We thank you in advance for your consideration and trust that you will join us in honoring these worthy organizations. You can contact me at (610)500-0065 or Bob Bruckman (610)524-0350.

Sincerely,

  
James A Jennings  
President

West Chester Area NAACP  
610 241 8417

wcnaacppa@yahoo.com



## Resolution #15-2016

**BE IT RESOLVED** by authority of the West Chester Borough Council of the Borough of West Chester, Chester County, and it is hereby resolved by authority of the same, that the Council President of said municipality be authorized and directed to sign the attached agreement on its behalf.

I, **Ellen B. Koopman**, Council President of the Borough of West Chester, do hereby certify that the foregoing is a true and correct copy of the Resolution adopted at a regular meeting of the West Chester Borough Council, held the 21<sup>st</sup> day of September, 2016.

ATTEST:

\_\_\_\_\_  
Michael A. Cotter  
Borough Manager

BY: \_\_\_\_\_

Ellen B. Koopman  
Borough Council President



7000 Geerdes Blvd.  
King of Prussia, PA 19406

*Sept 6, 2016*

Winter Traffic Services  
Supplemental Agreement

Municipal Officials:

Here are two (2) copies of your Supplemental Agreement because of the changes to your roads.

Please review the Schedule "A" and make sure all roads and mileage are correct.

Review and fill out both copies of the Supplemental Agreement. Please mail the originals and the Exhibit "A" as soon as possible to:

Amy Cosgrove  
7000 Geerdes Blvd.  
King of Prussia, PA 19406-1525

We will send you a copy of the agreement after it is executed by the Office of Chief Counsel and returned to this office.

If you have any questions, please call Amy Cosgrove at (610) 205-6755.

Sincerely,

A handwritten signature in black ink, appearing to read "John Kraczyk", written in a cursive style.

John Kraczyk  
Assistant District Executive  
Maintenance

OGC Form 18-FA-33.0  
Approved OAG 5/6/2013

**COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION**

**WINTER TRAFFIC SERVICES SUPPLEMENTAL**

**AGREEMENT NO.** 3900037171  
**FID/SSN #** 23-6002957  
**SAP VENDOR #** 139020

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation ("COMMONWEALTH"),

AND

the West Chester Borough of the COMMONWEALTH of Pennsylvania, acting through its authorized officials ("MUNICIPALITY").

**WITNESSETH:**

WHEREAS, the parties entered into Agreement No. 3900037171, whereby the MUNICIPALITY agreed to perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900037171 for the purpose of **adding/deleting** certain State Highways. Changing Description on Gay St., Price St., Hannum Ave.

NOW, THEREFORE, the parties agree to amend Agreement No. 3900037171 in accordance with the following:

1. Exhibit "A" attached to Agreement No. 3900037171 is revised in accordance with Supplemental Exhibit "A," which is attached to and made part of this Supplemental Agreement, for the purpose of **adding/deleting** the specified state Highway(s). Changing Description on Gay St., Price St., Hannum Ave
2. The effective date of this **addition/deletion** shall be the date on which this Supplemental Agreement has been fully executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **added/deleted** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House ("ACH") Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth's Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth's Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH's District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH's commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The following is added to Agreement No. 3900037171 :

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit "B" and made a part of this Agreement. As used in this exhibit, the term "Contractor" refers to the MUNICIPALITY.

7. Paragraph <sup>9</sup> of Agreement No. 3900037171 is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. All other terms and conditions of Agreement No. 3900037171 not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 8 of Agreement Number 3900037171, the following clauses or provisions are added:

The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

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

BY \_\_\_\_\_ Title: \_\_\_\_\_ DATE \_\_\_\_\_

If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.

DO NOT WRITE BELOW THIS LINE - FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_ Date  
for Chief Counsel

Certified Funds Available Under  
SAP DOCUMENT NO. \_\_\_\_\_  
SAP FUND \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. \_\_\_\_\_, is split \_\_\_\_\_%, expenditure amount of \_\_\_\_\_  
for federal funds and \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for state funds. The related federal  
assistance program name and number is \_\_\_\_\_;  
The state assistance program name and SAP Fund is \_\_\_\_\_;

Preapproved Form: OGC No. 18-FA-33.0  
App'd OAG 5/6/2013



EXHIBIT B

**Contract Provisions – Right to Know Law 8-K-1532**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
  1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

**EXHIBIT "C"**  
**NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]**

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

2/24/2015

## CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - e. **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
  - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
  - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit "C"

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

Exhibit "C"

EXHIBIT "C"

**PROVISIONS CONCERNING *THE AMERICANS WITH DISABILITIES ACT***

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of *The Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "*General Prohibitions Against Discrimination*," *28 C. F. R. § 35.130*, and all other regulations promulgated under *Title II of the Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT "C"

**Contractor Responsibility Provisions**

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services  
Office of Chief Counsel  
603 North Office Building  
Harrisburg, PA 17125  
Telephone No: (717) 783-6472  
FAX No: (717) 787-9138

OGC Form 18-FA-33.0  
Approved OAG 5/6/2013

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

WINTER TRAFFIC SERVICES SUPPLEMENTAL

AGREEMENT NO 3900037171  
FID/SSN # 23-6002957  
SAP VENDOR # 139020

THIS SUPPLEMENTAL AGREEMENT, fully executed and approved this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_, by and between the COMMONWEALTH of Pennsylvania, acting through the Department of Transportation  
("COMMONWEALTH"),

AND

the West Chester Borough of the COMMONWEALTH of Pennsylvania, acting through its  
authorized officials ("MUNICIPALITY").

WITNESSETH:

WHEREAS, the parties entered into Agreement No. 3900037171, whereby the MUNICIPALITY agreed to  
perform snow and ice clearance together with the application of anti-skid and/or de-icing materials for certain State  
Highways as set forth therein; and,

WHEREAS, the parties desire to amend Agreement No. 3900037171 for the purpose of adding/deleting  
certain State Highways. Changing Description on: Gay St, Price St, Hannum Ave

NOW, THEREFORE, the parties agree to amend Agreement No. 3900037171 in accordance with the  
following:

1. Exhibit "A" attached to Agreement No. \_\_\_\_\_ is revised in accordance with Supplemental Exhibit "\_\_\_\_\_"  
which is attached to and made part of this Supplemental Agreement, for the purpose of adding/deleting the specified  
state Highway(s) Changing Description on: Gay St, Price St, Hannum Ave.
2. The effective date of this addition/deletion shall be the date on which this Supplemental Agreement has been fully  
executed and approved by the COMMONWEALTH, or October 15 of the calendar year in which this Supplemental  
Agreement is made, whichever date is later.

3. The original agreement as hereby supplemented shall continue to renew on October 15 of each successive season through the original termination date. If this Supplemental Agreement is not fully executed and approved prior to October 15 of the Winter Season for which it will initially take effect, the COMMONWEALTH shall prorate payment for that Winter Season only. Furthermore, the proration shall affect the **added/deleted** roadway only. The amount to be prorated shall be based upon the percentage that the affected roadway bears to the total State Highway mileage maintained by the MUNICIPALITY, multiplied by 1/198 (1/199 for leap years). This number shall be multiplied by (a) the number of days between October 15 and the effective date of this Supplemental Agreement and then by (b) the rate applicable to that roadway classification. The COMMONWEALTH will then add the resulting amount to, or subtract it from, the total annual payment.
4. Because the COMMONWEALTH will be making payments under this Agreement through the Automated Clearing House (“ACH”) Network, the MUNICIPALITY shall comply with the following provisions governing payments through ACH:
  - a) The COMMONWEALTH will make payments to the MUNICIPALITY through ACH. Within 10 days of the execution of this Agreement, the MUNICIPALITY must submit or must have already submitted its ACH information on a ACH enrollment form (obtained at [www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf](http://www.vendorregistration.state.pa.us/cvnu/paper/Forms/ACH-EFTenrollmentform.pdf)) and electronic addenda information, if desired to the Commonwealth’s Payable Service Center, Vendor Data Management Unit at 717-214-0140 (FAX) or by mail to the Office of Comptroller Operations, Bureau of Payable Services, Payable Service Center, Vendor Data Management Unit, 555 Walnut Street – 9<sup>th</sup> Floor, Harrisburg, PA 17101.
  - (b) The MUNICIPALITY must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania’s ACH remittance advice to enable the contractor to properly apply the state agency’s payment to the respective invoice or program.
  - (c) It is the responsibility of the MUNICIPALITY to ensure that the ACH information contained in the Commonwealth’s Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
5. The COMMONWEALTH has implemented a Strategic Environmental Management Program (SEMP) which complies with the ISO 14001:2004 standard. As part of SEMP, the COMMONWEALTH has established a Green Plan Policy that can be found at [www.dot.state.pa.us](http://www.dot.state.pa.us) and is also posted at the COMMONWEALTH’s District and County Offices. The Green Plan Policy is designed to protect the environment, conserve resources and comply with environmental laws and regulations. The MUNICIPALITY shall ensure that its personnel (including the personnel of any of its subcontractors) are aware of the COMMONWEALTH’s commitment to protecting the environment, are properly trained about the environmental impacts of their work and are competent (through appropriate work experience, job training or classroom education) to perform the work that they do.
6. The following is added to Agreement No. 3900037171 :

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101—3104, applies to this Agreement. Therefore, this Agreement is subject to, and the MUNICIPALITY shall comply with, the clause entitled Contract Provisions – Right to Know Law 8-K-1532, attached as Exhibit “B” and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the MUNICIPALITY.

7. Paragraph <sup>9</sup> of Agreement No. 3900037171 is deleted in its entirety and replaced with the following:

The MUNICIPALITY agrees that the COMMONWEALTH may set off the amount of any state tax liability or other obligation of the MUNICIPALITY or its subsidiaries to the COMMONWEALTH against any payments due the MUNICIPALITY under any contract with the COMMONWEALTH.

8. All other terms and conditions of Agreement No. 3900037171 not modified by this Supplemental Agreement shall remain in full force and effect.

9. Replacing the clauses and provisions provided for in Paragraph 8 of Agreement Number 3900037171, the following clauses or provisions are added:

The most current versions of the Commonwealth Nondiscrimination / Sexual Harassment Clause, the Contractor Integrity Provisions the Provisions Concerning the Americans with Disabilities Act and the Contractor Responsibility Provisions.

These provisions are designated as Exhibit "C," attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties have executed this Supplemental Agreement.

ATTEST

MUNICIPALITY

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

BY \_\_\_\_\_  
Title: DATE

*If a Corporation, the president or Vice-president must sign and the Secretary, Treasurer, Assistant Secretary or Assistant Treasurer must attest; if a sole proprietorship, only the owner must sign; if a partnership, only one partner need sign; if a limited partnership, only the general partner must sign. If a MUNICIPALITY, Authority or other entity, please attach a resolution.*

DO NOT WRITE BELOW THIS LINE – FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF TRANSPORTATION

BY \_\_\_\_\_  
District Executive Date

APPROVED AS TO LEGALITY  
AND FORM

\_\_\_\_\_  
for Chief Counsel Date

Certified Funds Available Under  
SAP DOCUMENT NO. \_\_\_\_\_  
SAP FUND \_\_\_\_\_  
SAP COST CENTER \_\_\_\_\_  
GL. ACCOUNT \_\_\_\_\_  
AMOUNT \_\_\_\_\_  
BY \_\_\_\_\_  
for Comptroller Operations Date

Contract No. \_\_\_\_\_, is split \_\_\_\_\_%, expenditure amount of \_\_\_\_\_  
for federal funds and \_\_\_\_\_%, expenditure amount of \_\_\_\_\_ for state funds. The related federal  
assistance program name and number is \_\_\_\_\_;  
The state assistance program name and SAP Fund is \_\_\_\_\_;

Preapproved Form: OGC No. 18-FA-33.0  
Appv'd OAG 5/6/2013



BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

**A RESOLUTION OF BOROUGH COUNCIL OF THE BOROUGH OF WEST CHESTER ESTABLISHING THE STREAM PROTECTION FEE IN ACCORDANCE WITH THE BOROUGH OF WEST CHESTER STREAM PROTECTION FEE ORDINANCE.**

**WHEREAS**, Borough Council of the Borough of West Chester ("Council") enacted a Stream Protection Fee Ordinance on \_\_\_\_\_ in Ordinance No. 2016-\_\_\_\_\_ (the "Ordinance") which imposed upon every Developed Property (as defined in the Ordinance) within the Borough that is connected to, uses, is serviced or benefitted by the Borough's stormwater management system a stream protection fee; and

**WHEREAS**, Council desires to establish the base stream protection fee to be assessed against all Developed Property in the Borough in accordance with the Ordinance.

**NOW THEREFORE BE IT RESOLVED** by Borough Council as follows:

1. The Base Stream Protection Fee shall be \$6.70 per month.
2. This Resolution shall be effective as of the date of adoption.

RESOLVED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2016.

ATTEST:

**BOROUGH COUNCIL FOR THE  
BOROUGH OF WEST CHESTER**

\_\_\_\_\_  
Michael A. Cotter, Secretary

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

\_\_\_\_\_  
Jordan C. Norley, Vice-President

\_\_\_\_\_  
E. Brian Abbott, Council Member

\_\_\_\_\_  
Donald Braceland, Council Member

\_\_\_\_\_  
William J. Scott, Council Member

\_\_\_\_\_  
James A. Jones, Council Member

\_\_\_\_\_  
Diane C. LeBold, Council Member



Water Business Group  
CH2M Philadelphia  
Three Logan Square  
1717 Arch Street  
Suite 4400  
Philadelphia, PA 19103  
O +1 215 563 4220  
F +1 215 563 3828  
www.ch2m.com

August 11, 2016

Mr. Michael Cotter  
Borough Manager  
West Chester Borough  
401 E Gay Street  
West Chester, PA 19382  
Delivered via email: macotter@west-chester.com

Subject: Proposal for Stream Protection Fee Program Support

Dear Michael,

Attached please find the proposal for services to support the Stream Protection Fee program, specifically for Billing Implementation (Task 6) and Program Support (Task 8). An allotment of 40 hours is proposed to support the Borough in the Billing task, which will assist the final phases of implementation leading up to January billing. An additional 40 hours is recommended to support the Borough in continued monthly meeting, general program administration and other project management activities through January 2017. Should you find this acceptable, please sign the attached agreement and return to my attention.

We appreciate the Borough's consideration in providing us this opportunity for us to offer our professional services to support the Borough's stormwater program.

Sincerely,

Courtney Finneran  
Project Manager

Jed Campbell  
Vice President

## Amendment #3 – Program Management Support

PREPARED FOR: Michael Cotter, Borough Manager  
PREPARED BY: Courtney Finneran, Project Manager CH2M  
DATE: August 10, 2016  
PROJECT NUMBER: 473792

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:

### 1. Scope of services

ENGINEER agrees to furnish the Client with the following specific services:

#### Task 6. Billing Implementation

Under Change Order 1/Task 6, CH2M provided the Borough with 40 hours of technical services to support billing implementation activities. To date, this has involved updates to the master account file, meeting with members of the financial department to discuss the overall billing workflow, meeting with the Borough's GeoPlan consultant to determine future update needs for the in-house tracking program, and other general billing support activities. This amendment proposes an increase to the general on-call billing support budget to be used by CH2M at the direction of the Borough Manager at a not to exceed of 40 hours.

Task 6 Deliverables

- 40 hours of on-call support for Billing Implementation

#### Task 8. Program Support

Monthly team status meetings are critically important to the success of SPF implementation, as the team can focus on project schedule, share draft findings, discuss time-sensitive updates, and determine recommendations for moving forward. Under this task, the SPF team will continue to attend 2-hour monthly status meetings with Borough staff. CH2M will prepare the draft agenda, provide copies of any supporting materials, prepare PowerPoint as needed, and provide the team with a meeting summary. In times where there is no project activity, these meetings will be canceled.

Task 8 Deliverables

- 2-hour monthly team meetings (Agenda, Handouts, PowerPoint, and Meeting summary) for September 2016 through January 2017.
- Project Management/Administrative Support

## 2. Compensation

Table 1 below provides the estimated level of effort for the proposed tasks (per the original agreement, the Borough will only be charged on a time and materials basis).

Table 1

Cost proposal for Amendment #3

PROJECT NUMBER	TASK	HOURS	LABOR COST	EXPENSES / TRAVEL	TASK TOTAL COST
473792. 03.IM.06	Task 6 Billing Support	40	\$4,725.80	\$0	\$4,725.80
473792. 03.IM.10	Task 8 Program Support	40	\$5,176.50	\$0	\$5,176.50
<b>TOTAL</b>					<b>\$9,902.30</b>

## 3. Other Terms

The following provisions shall apply to this Amendment: The duration of the contract is extended until December 31, 2017.

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. CH2M is operating under a 2.95 multiplier based on current staff rates which escalate approximately 3% on May 1, 2017.

Contract Amount
-----------------

Original	\$204,710
Previous Amendments (+)	\$150,756
This Amendment (No. 3) (+)	\$9,902
Revised Authorized Amount	\$365,368

By signature below, Client and CH2M HILL agree that this Amendment constitutes full and complete modifications to this Agreement related to the issues giving rise to this Amendment.

	CH2M HILL		CLIENT
Signature		Signature	_____
Name/Title (printed)	Jed Campbell Vice President	Name/Title (printed)	_____
Date	August 11, 2016	Date	_____

West Chester Borough  
Stream Protection Fee Program  
Credit and Rebate  
Policies and Procedures Manual

DRAFT May 2016

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# Introduction

The Borough has enacted Ordinance No. 2016-\_\_\_, titled the "Stream Protection Fee Ordinance" which establishes a Stream Protection Fee (SPF) which provides a dedicated funding source for ongoing expenses associated with the Borough's stormwater management system and compliance with its regulatory permit requirements. All developed parcels in the Borough will be required to pay the stream protection fee, which is based on the impervious surface area of the parcel.

## Overview

The Borough has developed an incentive program ("credit program") to property owners who undertake specific stormwater management activities. The credit program has been developed per Section 10-- "Stormwater Credits" of Ordinance No. 2016-\_\_\_ to allow owners to apply for rebates for implementing and credits for maintaining stormwater management practices (SMPs) on their parcel(s) that mitigate the volume, peak discharge rate or runoff pollution that leaves their parcel(s). This manual, called the "Stream Protection Fee Program Credit, Rebate Policies and Procedures Manual ("Credit Manual"), is called for in Section 10 of the SPF Ordinance. Additionally, credits may be provided to users who assist in education and outreach programs that the Borough is mandated to implement to comply with regulatory permit requirements. By implementing such measures, property owners are helping to reduce the demand on the existing stormwater management system and related Borough services, and helping to achieve permit compliance.

The primary goals of the Borough's credit program are to:

- Encourage private investment in installing and maintaining private SMPs.
- Ensure the SPF is equitable and fair by recognizing that stormwater management activities on private property can result in cost savings for the Borough which should translate into a reduced fee for the property.

## Applicability

The Credit program has two components, a Residential Rebate and Credit Program, and a Non Residential Credit Program. This document provides detail on the policy and procedures for both programs. Property owners of Residential Properties (as defined herein) are permitted to apply for a rebate and/or credit listed under the Residential Rebate/Credit Program and the Non-Residential Credit Program. Property owners of Non-Residential and Multi-Family Residential Properties are permitted to apply for a credit listed under the Non-Residential Credit Program. Throughout this manual, the general term "credit program" or "SPF credit" refers to both the residential and non-residential programs. When a policy or procedure differs, the specific program will be called out for the user.

## Definitions

Words used herein shall be defined in accordance with their definition in the SPF Ordinance. If a word is used in this manual is not defined in the SPF Ordinance, it shall be defined as follows:

**Apartment** - a building on a separate lot containing three or more dwelling units.

**Credit** - a recurring discount on the SPF which is applied to the property owner's bill to reduce the SPF on a recurring basis. The credit is valid for a set period of time (currently three years), after which time the property owner must reapply.

**Dwelling Unit** - One or more rooms in a building, designed for occupancy by one family for living purposes and having its own permanently installed cooking and sanitary facilities, with no enclosed space (other than vestibules, entrances or other hallways or porches) in common with any other dwelling unit. No dwelling unit

shall have more than 50% of its exterior below the level of the exterior grade. A dwelling unit may be contained in any of the following structures:

- A. **SINGLE-FAMILY DETACHED** - A building designed for and occupied exclusively as a residence for only one family and having no party wall in common with an adjacent building.
- B. **SINGLE-FAMILY DETACHED, MOBILE HOME** - A transportable single-family detached dwelling unit intended for permanent occupancy, contained in one unit or in two units designed to be joined into one integral unit capable of again being separated for repeated towing, which arrives at a site complete and ready for occupancy except for minor and incidental unpacking and assembly operations and is constructed as permitted in Article VI, with the same, or equivalent, electrical, plumbing and sanitary facilities as for a conventional single-family detached dwelling. A mobile home shall include any addition or accessory structure, such as porches, sheds, decks or additional rooms, which is attached to it. A mobile home does not include recreational vehicles or travel trailers.
- C. **SINGLE-FAMILY SEMIDETACHED** - A building designed for and occupied exclusively as a residence for only one family and having one party wall in common with an adjacent building.
- D. **SINGLE-FAMILY ATTACHED** - A building designed for and occupied exclusively as a residence for only one family and having two party walls in common with an adjacent building, except for end units.
- E. **TWO-FAMILY DETACHED** - A building designed for and occupied exclusively as a residence for two families, with one family living wholly or partly over the other, and having no party wall in common with an adjacent building.
- F. **TWO-FAMILY SEMIDETACHED** - A building designed for and occupied exclusively as a residence for two families, with one family living wholly or partly over the other, and having one party wall in common with an adjacent building.
- G. **TWO-FAMILY ATTACHED** - A building designed for and occupied exclusively as a residence for two families, with one family living wholly or partly over the other, and having two party walls in common with adjacent buildings.
- H. **MULTIFAMILY** - See "apartment."

**Impervious Drainage Area** – the impervious surfaces within the land contributing runoff to a single point (including but not limited to the point/line of interest used for hydrologic and hydraulic calculations) and that is enclosed by a natural or man-made ridge line.

**Multi-Family Residential Property**- a property which is improved with a building that is used as an apartment of multi family dwelling.

**Non-residential property** - a property which is improved with a building that is used in any manner other than as a Residential Property or a Multi-Family Residential Property as defined herein. This term shall include but not be limited to buildings used for commercial, industrial and institutional uses.

**Nonstructural stormwater management practices** or measures – operational and/or behavior-related practices that attempt to minimize the contact of pollutants with stormwater runoff whereas structural BMPs or measures are those that consist of a physical device or practice that is installed to capture and treat stormwater runoff.

**Rebate** - a one-time refund per Residential Property that is issued for installing a stormwater practice. The amount of the refund is based on the drainage area managed and the constructed stormwater management practice. One Residential Property can have multiple rebates.

**Residential Property** - a property which is improved with a building that is used as any form of Dwelling other than a Multi Family Dwelling or Apartment.

**Stormwater Management Practice (SMP)** – Activities, facilities, designs, measures, or procedures used to manage stormwater impacts from regulated activities, to provide water quality treatment, infiltration, volume reduction, and/or peak rate control, to promote groundwater recharge, and to otherwise meet the purposes of the Stream Protection Fee Program and associated ordinance. Stormwater BMPs are commonly grouped into one (1) of two (2) broad categories or measures: “structural” or “nonstructural.”

**Structural Stormwater Management Practices** or measures - include, but are not limited to, a wide variety of practices and devices from large-scale retention ponds and constructed wetlands to small-scale underground treatment systems, infiltration facilities, filter strips, low impact design, bioretention, wet ponds, permeable paving, grassed swales, riparian or forested buffers, sand filters, detention basins, and manufactured devices. Structural stormwater BMPs are permanent appurtenances to the Site.

## Objectives

The objective of the credit program is to provide a way for property owners who install SMPs which reduce stormwater flow and pollutant loading into the stormwater system to reduce their SPF. SMPs are measures or facilities that prevent or reduce the transport of pollutants and/or control stormwater runoff volume or rate. Implementing such measures reduces the impact a developed property has on the downstream storm drainage system (both natural and man-made).

## Additional Resources

Property owners are encouraged to research and utilize the following free resources found online:

- [Homeowner’s Guide to Stormwater Management](#) prepared by the Philadelphia Water Department in 2006
- [Homeowner’s Guide to Stormwater](#) produced by the Lancaster County Conservation District in 2013
- The [Alliance for the Chesapeake Bay](#) has developed a website, [Reduce Your Stormwater](#), which provides do-it-yourself guidance for SMPs.
- The [Chesapeake Stormwater Network](#) has developed a [Homeowner Guide](#) that provides excellent step-by-step guidance on designing, constructing and maintaining rain gardens, rain barrels, pervious pavers, and planting trees.

## General Credit Program Policies

General policies for the Residential and Non-residential SPF credit program are listed below.

### Eligibility

To be eligible for a SPF credit, whether residential or non-residential, a property owner must treat impervious area (IA) with a qualifying stormwater management facility that is owned and maintained by the property owner. Alternatively, the property owner must have an approved non-structural control, NPDES permit, or other eligible stormwater management feature, as listed in Table 1.

Table 1.

*Eligible types of SMPs for the Residential and Non-Residential Credit Programs*

Credit Category	Stormwater Management Practice (SMP)	Single-Family Residential *	Non-Residential and Multi-Family Residential **
	Pervious pavement with infiltration bed	X	X

Green Infrastructure / Runoff Volume Controls	Infiltration basin		X
	Rain garden/ bioretention	X	X
	Subsurface infiltration bed		X
	Green Roof		X
	Infiltration trench/ Tree Infiltration Trench		X
	Runoff Capture & Reuse – Cistern or Rain Barrel	X	X
	Dry Well/ Seepage Pit	X	X
Peak Runoff Rate (Flood) Controls	Constructed wetland		X
	Wet pond/ retention basin		X
	Dry extended detention basin		X
	Special Detention areas (parking lots/roof)		X
Water Quality Treatment	Constructed wetland		X
	Constructed Filter		X
	Proprietary Water Quality Filters & Hydrodynamic Devices		X
	Vegetated Swale		X
	Vegetated Filter Strip		X
Non-Structural Controls	Tree Canopy Cover	X	X
	Downspout Disconnection	X	X
	Approved Adopt-a-Stream volunteer program		X
	Approved environmental education/outreach program		X
National Pollutant Discharge Elimination System (NPDES) Stormwater Permit	Facilities with an active, fully-compliant NPDES Permit from PADEP		X
<i>Notes:</i>			
* Single family residential property owners are not excluded from obtaining a non-residential credit			
** Non-residential and Multi-family residential are excluded from obtaining the Rain Barrel credit			

Eligibility for the SPF credit is based on the following criteria:

- Single-Family Residential property owners are eligible for a rebate and/or credit under the Residential Credit Program, and they are not excluded from the Non-Residential Credit Program.
- Non-Residential (NR) and Multi-Family Residential (MFR) property owners are eligible for a credit under the Non-Residential Credit Program.
- The property owner must own and maintain a qualifying stormwater facility or approved non-structural control.
- The property owner must not be past due on their SPF payments.
- Property owners are required to submit an application and documentation of construction/installation, as well as documentation regarding operation and maintenance (O&M) of the stormwater management facility.
- Credits may be available for SMPs implemented, constructed or reconstructed after December 30, 2006, and in a manner consistent with the design criteria set forth in the Pennsylvania Stormwater

Best Management Practices Manual (PA DEP Document No. 363-0300-002), as amended/updated, this Policy and Procedures Manual, and all applicable Borough ordinances and regulations.

- SMPs must be properly maintained and in good working order to be eligible.

### Maximum Allowable SPF Credit

The maximum credit that any one property can receive is 60% percent, which could be achieved through a combination of one or more types of credits. The maximum is set at 60% because of the need for the Borough to fund programmatic elements and public stormwater facilities. In other words, even if all properties managed stormwater on-site, the Borough still has obligations under its MS4 permit and needs to maintain the public drainage system to protect the health and safety of the public. The maximum can be achieved by applying for a credit associated with one or more credit types.

### Maximum Allowable SPF Rebate

There is no maximum SPF rebate for residential property owners, except within each SMP type as described below. Note that the rebate is a one-time refund, per property. If the property is sold, the new owner is not eligible for an additional rebate.

### Residential Credit Types

The residential rebate/credit program incentivizes residential property owners to manage their stormwater on site and reduce IA on their property. This program includes two types of incentives which can be applied to reduce the property owner's SPF:

**Residential Rebate** - A rebate provides a one-time refund per property for installing a stormwater practice. The rebate is applicable to the impervious drainage area managed, and one property can have multiple rebates. For example, one downspout is disconnected to a rain garden; the homeowner would choose the rain garden rebate (\$100). A second downspout is disconnected to a vegetated (grass) area; the homeowner would also receive the downspout disconnect rebate (\$25).

**Residential Credit** - A credit is a recurring discount on the stream protection fee, and is applied to the property owner's bill to reduce the SPF on a recurring basis. The credit is valid for a set period of time (currently three years), after which time the property owner must reapply. Using the example above, the homeowner could apply for the rain garden credit (\$20) and the downspout disconnection credit (\$5).

The amount of rebates or credits earned by each SMP is based on the type and capacity of SMP(s) installed. More intensive practices such as rain gardens typically treat a lot of stormwater, and therefore give property owners a larger credit. Less intensive practices such as rain barrels are eligible for a smaller incentive proportional to their stormwater management treatment potential. Table 2 lists the eligible practices for rebates/credits under the residential program, and includes the specific rebate and credit amounts per unit area managed. Further detail is provided below for each specific SMP.

**Table 2.**  
*Rebates & Credits for Residential Properties*

Stormwater Management Practice (SMP)	One-Time Rebate Amount	Annual Credit Amount	Credit Description
Rain Barrel	\$30	None	Rebate calculated based on per rain barrel and/or tree installed
Tree planting	\$50	None	
Downspout (DS) Disconnection	\$25	\$5	

Rain Garden	\$100	\$20	Rebate/Credit is calculated based on per 500 square feet (SF) disconnected or per 500 SF captured
Permeable Pavement / Dry Well	\$100	\$20	

## Calculation of Residential Credits

The Residential Credit is calculated based on the amount of impervious area treated by one or more SMPs that are owned and maintained by a property owner. For each SMP selected, the fee associated with the amount of IA treated is reduced by the credit applicable to that type of SMP. A description of each SMP type and example calculations for each follow.

### Rain Barrel Rebate

Rain barrels are containers that provide temporary storage of rain water for later use for irrigation or other water needs. Rainwater typically flows into rain barrels by gutters or downspouts. The storage of rainwater reduces peak runoff volumes, reduces soil saturation, and allows for greater infiltration and evaporation of stormwater runoff. For some structures, small storm events can be fully captured with rain barrels.

#### Rain Barrel Rebate Requirements

- A maximum of 2 barrels per property will be eligible for rebates.
- The rain barrel must have a minimum storage volume of 45 gallons.
- The rain barrel must capture runoff from a roof area of at least 100 square feet (e.g., 10 x 10 feet).
- The barrel must provide overflow for large storms events.
- There must be a use for the stored water so that the storage capacity is replenished over time.
- When locating the rain barrel, consider site topography. Placing a rain barrel up-gradient of plantings (if applicable) facilitates its use for watering.
- All openings must be screened to prevent the growth of mosquitoes (or other vector-control must be provided).

#### Rain Barrel Rebate Calculation

A property owner installs two (2) rain barrels. The following example calculation shows the methodology to calculate the Rain Barrel rebate.

$$\text{Total Rebate} = (\text{Rain Barrel Rebate}) \times (\text{Number of Barrels [up to 2]})$$

$$\text{Total Rebate} = \$30 \times 2$$

$$\text{Total Rebate} = \$60$$

### Tree Planting Rebate

Tree planting for the purposes of the SPF refers to the practice of planting deciduous or evergreen trees in areas that will grow and create a leaf canopy that intercepts rainfall and reduces stormwater runoff. Native tree species are preferred and species should be selected that will grow best given a variety of conditions, including the soil conditions and sun exposure at the planting site. Trees can be planted by the owner or a contractor. Interested applicants are encouraged, but not required, to work with the Borough Arborist and the Sustainability Advisory Committee to review the list of preferred trees and consult with species selection prior to planting. Trees purchased through the [Borough's tree planting program](#) are qualified for the Tree Planting Rebate.

### Tree Planting Rebate Requirements

- Trees must have a minimum of 2-inch caliper. Caliper is the diameter of the trunk measured at six inches above the ground.
- Property owners can apply and receive rebates for a maximum of 4 trees per property.
- Trees should be planted with adequate overhead clearance (setback from overhead wires) and appropriate root zone area. If the planting site is surrounded by pavement (e.g., between the street and sidewalk), the recommended minimum tree pit size is four by four feet or three by six feet. Ideally, tree pits should be larger (e.g., 6 x 6 feet) or trees roots should have access to landscaped areas to allow more room for root growth.
- It is critical that the property owner minimizes any conflict with existing underground utility infrastructure, therefore, owners are required to utilize the *Call Before You Dig* Pennsylvania One-Call service for utility mark-outs. For more information, <http://www.pa1call.org/pa811/Default.aspx>.
- The planting location should be selected so the canopy will eventually cover some impervious area (IA). The maximum distance between the tree location and IA should be 25 feet.

### Tree Planting Rebate Calculation

A property owner plants two (2) trees. The following example calculation shows the methodology for the Tree Planting rebate.

$$\text{Total Rebate} = (\text{Tree Planting Rebate}) \times (\text{Number of Trees [up to 4]})$$

$$\text{Total Rebate} = \$50 \times 2$$

$$\text{Total Rebate} = \$100$$

### Downspout Disconnection Rebate/Credit

In West Chester, roof runoff typically is collected in gutters and then flows down downspouts. Many downspouts are directly connected to the storm sewer system or flow onto an impervious surface (driveway, sidewalk, or street) before entering a storm inlet. Disconnecting downspouts is the process of separating roof downspouts from the sewer system and redirecting roof runoff onto pervious surfaces where it can be filtered and infiltrated into the ground. This reduces the amount of directly connected impervious area (IA) in a drainage area. If done correctly, downspout disconnections can reduce peak flow rates, runoff volume, and pollution.



Figure 3. Splash block

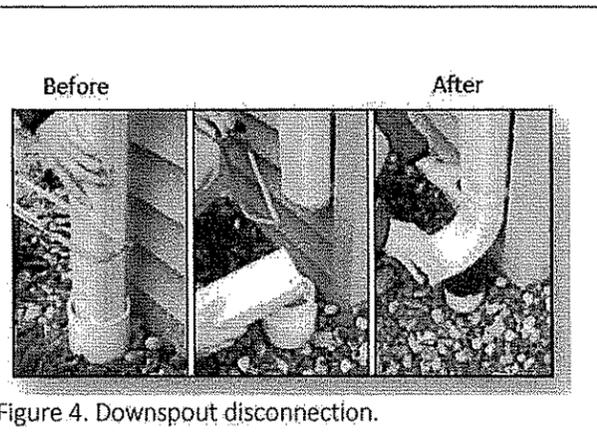


Figure 4. Downspout disconnection.

For disconnection to be safe and effective, each downspout must discharge into a suitable receiving area. Roof runoff can be redirected to a garden, yard,

planter, or a rain barrel or cistern for eventual reuse. Runoff must not flow toward building foundations or adversely impact adjacent properties.

**Downspout Disconnection Rebate/Credit Requirements**

- To qualify for a downspout (DS) disconnection rebate, the existing DS must be directly draining into a storm sewer, either flowing via pipe or over impervious surfaces to a storm inlet.
- After disconnection, the extension, splash block and ground should all discharge water a minimum of 3 feet away from structures, including basements, porch steps, or garages.
- It is recommended to use a splash block to absorb the energy of falling water, spread the water out, and prevent erosion.
- Do not disconnect DS to slopes over 10% (i.e., areas with a vertical drop of more than 1 foot every 10 feet horizontally) unless they are adequate stabilized.
- Limit the contributing rooftop area to a maximum of 500 square feet (e.g., 20 x 25 feet) per downspout disconnection.
- Make sure there is enough pervious area for rain to be absorbed into the ground. The pervious/landscaped area must be at least 20% of the roof area that drains to the disconnected downspout.

**Downspout Disconnection Rebate/Credit Calculation**

The calculation of the DS rebate/credit is based on the amount of rooftop area that is disconnected. To estimate the rooftop area draining to a downspout, the property owner should sketch a site plan of the property. Sources for an aerial site map include a view from Google maps. The locations of downspouts and the roof line should be marked as shown in the example graphic below. The area of the rooftop can be estimated by measuring the area of the roof (length x width). Calculate or estimate the area of rooftop that drains to the downspout that is selected for disconnection. If there is only one downspout, the property owner can utilize the entire roof area. If there are gutters with downspouts on both ends, assume that half of the roof area drains to each downspout.

Example: A property owner installs two (2) downspout disconnections draining a total of 800 square feet of rooftop (e.g., the top 2 downspouts shown on Figure 1, as outlined in red). The following example calculation shows the methodology for the downspout disconnection rebate and credit.

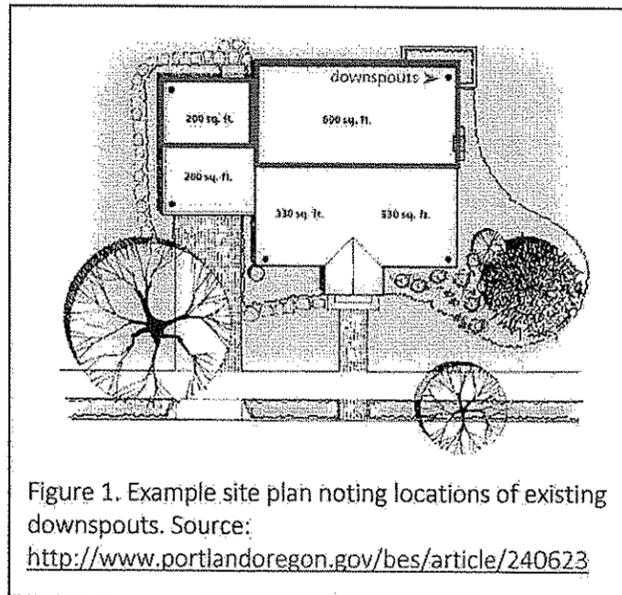


Figure 1. Example site plan noting locations of existing downspouts. Source: <http://www.portlandoregon.gov/bes/article/240623>

$$\text{Total Rebate} = \left( \text{DS Disconnection Rebate \$ Amount} \times \frac{\text{Rooftop Area Disconnected}}{500 \text{ square feet}} \right)$$

$$\text{Total Rebate} = \$25 \times \frac{800 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Rebate} = \$25 \times 1.6$$

$$\text{Total Rebate} = \$40$$

$$\text{Total Annual Credit} = \left( \text{Annual Credit} \times \frac{\text{Impervious Area Disconnected}}{500 \text{ square feet}} \right)$$

$$\text{Total Annual Credit} = \$5 \times \frac{800 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Annual Credit} = \$8$$

## Rain Garden Rebate/Credit

A rain garden (also known as a bioretention area) is a depressed landscaped area designed to capture and filter stormwater runoff. In addition to managing runoff volume and mitigating peak discharge rates, a rain garden can improve water quality by removing pollutants as the water percolates through the soil. Rain gardens (Figure 2) have a high degree of flexibility in terms of dimensions and size, allowing easy integration into many yards/landscapes. Rain gardens typically require relatively little maintenance once established and often replace areas that were intensively landscaped and required a significant amount of maintenance. Vegetation selection should include native vegetation that is tolerant of hydrologic variability, salts (if applicable), and environmental stress.



Figure 2. Example rain garden in residential front yard.

### Rain Garden Rebate/Credit Requirements

- The minimum rain garden size is 25 square feet per 500 square feet of impervious drainage area. The maximum ratio of drainage area to rain garden area should be 25:1. In a residential setting, one rain garden should not drain more than 1 acre (43,560 square feet).
- In order to qualify for the full rebate/credit, the rain garden must have the ability to capture a 1-inch storm. The rain garden capacity should be greater than or equal to the volume of stormwater produced by 1 inch of rain running off the contributing IA (1 inch from 500 square feet produces 41.7 cubic feet [312 gallons] of water).
- The ponding depth in the rain garden should be no more than 18 inches.
- The rain garden should fully drain within 72 hours after the end of a storm event.
- The design for the rain garden should include an overflow discharge to drain out excess water during extreme storm events (e.g., an overflow drain or appropriate surface flow pathway).
- Soil conditions are variable in an urban environment such as the Borough, and as such, it is required that infiltration tests be undertaken in order to confirm that the system can empty within 72 hours. A simple percolation test can be performed according to the PA Stormwater Manual during construction.
- It is critical that the property owner minimizes any conflict with existing underground utility infrastructure, therefore, owners are required to utilize the *Call Before You Dig* Pennsylvania One-Call service for utility mark-outs. For more information, <http://www.pa1call.org/pa811/Default.aspx>.

### Rain Garden Rebate/Credit Calculation

A property owner installs a rain garden draining a total of 800 square feet of IA, capable of capturing 1 inch of runoff from their contributing IA. The following example calculation shows the methodology for the rain garden rebate and credit.

$$\text{Total Rebate} = \left( \text{Rain Garden Rebate Amount, \$} \times \frac{\text{Impervious Area Captured, square feet}}{500 \text{ square feet}} \right)$$

$$\text{Total Rebate} = \$100 \times \frac{800 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Rebate} = \$100 \times 1.6$$

$$\text{Total Rebate} = \$160$$

$$\text{Total Annual Credit} = \left( \text{Annual Credit, \$} \times \frac{\text{Impervious Area Captured, square feet}}{500 \text{ square feet}} \right)$$

$$\text{Total Annual Credit} = \$20 \times \frac{800 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Annual Credit} = \$20 \times 1.6$$

$$\text{Total Annual Credit} = \$32$$

### Permeable Pavement (Drywell) Rebate/Credit

It is recommended that residential owners who may consider this rebate/credit discuss with the Director of Public Works, as engineering review is strongly encouraged. Due to the likely land disturbance of these types of practices, an owner may need to consult with the Building and Housing Department, in order to confirm that no permit is required.

In general, permeable pavements (also called porous or pervious pavements) are designed to allow infiltration of stormwater through the surface, into an underground storage bed or reservoir lined with a geotextile fabric, and finally into the underlying soil. Types of permeable pavements may include paving blocks, grid pavers, pervious concrete, or porous asphalt. Unless installed as part of a manufactured system specifically designed for stormwater storage and infiltration, gravel as a surface is not considered permeable and is not eligible for a credit. Porous pavement can be well suited for driveways, patios, parking lots, walking paths, sidewalks, playgrounds, basketball courts, and other similar uses.

The storage bed should be placed on uncompacted base to facilitate stormwater infiltration. The subsurface storage bed may consist of uniformly graded, clean and washed coarse aggregate (stone or large gravel) with a void space of approximately 40%, or manufactured structural storage units. It is recommended that a qualified engineer and/or installer with knowledge of hydrology and hydraulics be consulted for applications using permeable hardscapes for driveways to ensure desired results and to ensure proper support for vehicles.

Dry wells are underground structures or gravel pits that collect rainwater and let it absorb into the soil. They may be a good option for properties with limited space.

### Permeable Pavement and Drywell Rebate/Credit Requirements

- Permeable pavement systems must have the storage capacity to capture a 1-inch storm event for a full rebate/credit. A good rule of thumb is to consider that 4 inches of clean, uniformly-sized gravel with 40% void space can store 1.6 inches of water.

- The bottom of the storage bed and/or dry well should be located at a minimum of 2 feet above the water table or bedrock.
- Soil conditions are variable in an urban environment such as the Borough, and as such, it is required that infiltration tests be undertaken in order to confirm that the system can empty within 72 hours. A simple percolation test can be performed according to the PA Stormwater Manual during construction.
- This type of BMP should be constructed on fairly level or low sloping surface. It is not feasible on steep slopes.
- Do not infiltrate on compacted soil.
- Provide level or gently sloping storage bed bottoms to maximize storage and infiltration.
- Provide positive stormwater overflow from the system for extreme storm events.
- The system permeable pavement surface should have a permeability of greater than 20 inches per hour.
- Secondary inflow mechanism recommended.
- Prevent sediment-laden runoff (i.e., from un-stabilized pervious areas) and consider other sources of debris (leaves, seeds, flowers, pollen, etc.) that may clog the permeable pavement. Avoid locating permeable pavements where they are likely to receive excessive sediment and/or debris.
- It is critical that the property owner minimizes any conflict with existing underground utility infrastructure, therefore, owners are required to utilize the *Call Before You Dig* Pennsylvania One-Call service for utility mark-outs. For more information, <http://www.pa1call.org/pa811/Default.aspx>.

**Permeable Pavement and Drywell Rebate/Credit Calculation**

A property owner installs a permeable pavement driveway that is 12.5 feet by 40 feet (500 square feet). The following example calculation shows the methodology for the permeable pavement rebate and credit.

$$\text{Total Rebate} = \left( \text{Permeable Pavement Rebate Amount, \$} \times \frac{\text{Impervious Area Replaced, square feet}}{500 \text{ square feet}} \right)$$

$$\text{Total Rebate} = \$100 \times \frac{500 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Rebate} = \$100 \times 1$$

$$\text{Total Rebate} = \$100$$

$$\text{Total Annual Credit} = \left( \text{Annual Credit, \$} \times \frac{\text{Impervious Area Replaced, square feet}}{500 \text{ square feet}} \right)$$

$$\text{Total Annual Credit} = \$20 \times \frac{500 \text{ square feet}}{500 \text{ square feet}}$$

$$\text{Total Annual Credit} = \$20$$

## Non-Residential Credit Types

The Non-Residential Credit Program incentivizes owners of any non-residential property (commercial, institutional, industrial, etc.) and multi-family residential property to manage their stormwater on site and reduce IA on their property. This program includes credits which can be applied to the property owner's bill to reduce the SPF on a recurring basis. The credit is valid for a set period of time (currently three years), after which time the property owner must reapply. The maximum credit is 60% of the SPF if the facility is maintained by the property owner and provides both quantity and/or quality controls. The maximum can be achieved by applying for a credit associated with one or more SMP types.

A non-residential property owner may apply for an eligible SMP type that is listed in Table 3. The amount of financial credit(s) earned for any given property is based on the type of SMP installed. Intensive practices such as green infrastructure are a primary strategy in the Borough's stormwater program due in large part to the multiple benefits they provide above and beyond management of stormwater volume. Therefore green infrastructure is eligible for a larger credit than less intensive practices such as the non-structural controls category. Table 3 lists the eligible practices for credits under the non-residential program, and includes the specific credit amounts. Requirements for each type of SMP category and example calculations are provided in the following sections.

TABLE 3.  
Credits for Non-Residential Property Credit Types

Type of Stormwater Management Practice	Credit (%)	Possible Example Practices
Green Infrastructure / Runoff Volume Controls	60%	Rain gardens, bioretention, infiltration trenches, permeable pavements, green roofs
Peak Runoff Rate (Flood) Controls	30%	Constructed wetland, dry extended detention pond, wet/retention pond, underground detention system
Water Quality Treatment	30%	Constructed wetland, constructed filters, vegetated swale/filter strip, proprietary treatment devices
Non-Structural Controls	15%	Tree canopy, downspout disconnection, approved environmental education/outreach program
National Pollutant Discharge Elimination System (NPDES) Stormwater Permit	15%	Facilities with an active and fully-compliant NPDES stormwater permit

### Calculation of Non-Residential Credits

The Non-Residential Credit is calculated based on the amount of IA treated by stormwater management facilities (also called the *impervious drainage area*) that are owned and maintained by a property owner. For each type of credit summarized in Table 3, the fee associated with the amount of IA treated by a stormwater management facility is reduced by the percent credit for the type of credit. The following equation illustrates the credit calculation:

$$SPF \text{ Credit} = \left( \frac{\text{Treated IA}}{1,000} \right) \times \text{Credit\% by Type} \times SPF$$

Where:

- Treated IA: amount of impervious area treated by a eligible stormwater facility, ft<sup>2</sup>
- Credit% by Type: the percent credit allowed for by type of facility (see Table 3)
- SPF: Stream Protection Fee for current levy year, expressed as \$ per 1,000 ft<sup>2</sup>

Requirements and examples of the credit calculation for each SMP type is detailed below.

### Stormwater Feature Drainage Area Percentage

In order to determine the amount IA treated by a stormwater facility, the drainage area specific to the facility must be determined. Note that if the facility drains IA either on or off the property, the total impervious treated for the purposes of credit calculations typically cannot exceed the amount of IA on the property. This information is generally included in the original design documents (drawings and/or stormwater report) for a facility. If the owner cannot find this information, they may attempt to estimate it through an online mapping package such as the (free) Google Earth program, or hire a registered professional engineer or registered land surveyor.

### Green Infrastructure / Runoff Volume Control Credit

Runoff volume control practices reduce the volume of stormwater runoff entering the public drainage system. Green infrastructure practices can reduce volume and also restore the natural hydrologic cycle, in addition to providing a number of community related benefits. Green infrastructure employs the following processes to mimic predevelopment conditions:

- Infiltration (allowing water to slowly soak into the soil)
- Evaporation/transpiration using native vegetation
- Rainwater capture and re-use (storing runoff to water plants, flush toilets, etc.)

#### Green Infrastructure Credit Requirements

Any green infrastructure or volume control practice must capture 1 inch of runoff for full credit. The 1 inch of captured runoff is translated into a volume of water by multiplying it by the captured drainage area. Table 4 provides brief guidance on various green infrastructure technologies, including consideration of design, construction, operation and maintenance. In all cases, retention and detention facilities should be designed to completely drain water over a period of time not more than 72 hours.

TABLE 4.  
*Green infrastructure types with brief overview of design and construction requirements, as well as operational and maintenance needs.*

Green Infrastructure Type	Design / Construction Guidance	Operation and Maintenance
Cisterns/Rain Barrels	Provide overflow for large storms events Discharge water before next storm event Consider site topography, placing structure up-gradient of plantings (if applicable) in order to eliminate pumping needs	Discharge before next storm event Clean annually and check for loose valves, etc. Winterize the system: may require flow bypass valves during the winter
Bioretention/Rain Gardens	Ponding depths 6 to 18 inches for drawdown within 72 hours Native vegetation that is tolerant of hydrologic variability, salts etc. Water Table/ Bedrock Separation: 2-foot minimum, 4-foot recommended Soils: HSG A and B preferred; C & D may require an underdrain Maximum loading ratio: 20:1; not more than 1 acre to one rain garden	May require watering during establishment Spot weeding, pruning, erosion repair, trash removal, mulch reapplication required 2-3x/growing season Maintenance tasks and costs are generally similar to traditional landscaping

TABLE 4.  
Green infrastructure types with brief overview of design and construction requirements, as well as operational and maintenance needs.

Green Infrastructure Type	Design / Construction Guidance	Operation and Maintenance
Green Roofs	<p>2-6 inches of non-soil engineered media; assemblies that are 4 inches and deeper may include more than one type of engineered media.</p> <p>The roof structure must be evaluated for compatibility with the maximum predicted dead and live loads.</p> <p>Waterproofing must be resistant to biological and root attack.</p> <p>Typically installed on flat or gently-sloping rooftops</p>	<p>Once vegetation is established, spot weeding, replanting, and fertilization as required</p> <p>Maintenance cost is similar to traditional landscaping, \$0.30-\$1.00 per square foot</p>
Permeable Pavements	<p>Level storage bed bottoms, uncompacted permeable subgrade soils</p> <p>Provide positive storm water overflow from bed</p> <p>Surface permeability &gt;20"/hour</p> <p>Pretreatment for sediment-laden runoff</p>	<p>Clean inlets/outlets</p> <p>Vacuum twice per year (typically), usually with a street cleaning unit</p> <p>Maintain adjacent landscaping/planting beds to prevent wash-on</p> <p>Periodic replacement of paver blocks</p> <p>During winter, no sand/grit/abrasives and only clean salt or other deicers</p>
Tree Trenches	<p>Flexible in size and configuration</p> <p>Native, appropriate tree species selection and spacing</p> <p>Quick drawdown</p> <p>Linear infiltration/storage trench</p> <p>New inlets, curb cuts, or other means to introduce runoff into the trench</p>	<p>Water, mulch, treat diseased trees, and remove litter as needed</p> <p>Annual inspection for erosion, sediment buildup, vegetative conditions</p> <p>Biannual inspection of cleanouts, inlets, outlets, etc.</p>
Subsurface Infiltration Practices	<p>Adequate depth to water table or bedrock</p> <p>Level or terraced infiltration surfaces preferred</p> <p>Proximity to buildings, drinking water supplies, karst features, and other sensitive areas</p> <p>Soil types (permeability, limiting layer, etc.)</p> <p>Provide pretreatment and positive overflow in most cases</p>	<p>All pretreatment devices, catch basins, and inlets should be inspected and cleaned at least twice per year</p> <p>If vegetated, the overlying vegetation of subsurface infiltration feature should be maintained in good condition and any bare spots re-vegetated as soon as possible.</p> <p>Vehicular access on vegetated subsurface infiltration areas should be prohibited.</p>

Further information on green infrastructure is available in Chapter 6 of the [Pennsylvania Stormwater Best Management Practices Manual](#) or Chapter 4 of the City of Philadelphia Water Department [Stormwater Management Guidance Manual](#).

#### Green Infrastructure Credit Calculation

The following example calculation shows the methodology for the green infrastructure credit. A property has one green infrastructure facility that treats 5,500 sf of IA. Assuming the SPF is \$6.70 per 1,000 sf per month, the SPF Credit for that facility would be as follows:

$$SPF\ Credit = \left(\frac{5,500}{1,000}\right) \times 60\% \times \$6.70 = \$22.11$$

### Peak Runoff Rate (Flood) Control Credit

Peak runoff rate control protects against immediate downstream erosion and flooding by detaining runoff to reduce the peak flow. Most designs achieve peak rate control through the use of detention structures. Peak rate control can also be integrated into volume control practices to become “at source” measures for reducing the rate and volume of runoff released during rainfall events.

#### Peak Runoff Rate Credit Requirements

Peak rate control practices should aim to maintain the peak rate of runoff from pre-development conditions for the 1-year through 100-year design storm events. Constructed wetlands, dry extended detention ponds, and wet/retention ponds are excellent examples of peak rate control practices. Constructed Wetlands are shallow marsh systems planted with emergent vegetation that are designed to treat stormwater runoff to improve water quality. A dry extended detention basin is an earthen structure constructed either by impoundment of a natural depression or excavation of existing soils, that provides temporary storage of runoff and functions hydraulically to attenuate stormwater runoff peaks. Wet Ponds/Retention Basins are stormwater basins that include a substantial permanent pool for water quality treatment and additional capacity above the permanent pool for temporary runoff storage.

Table 5 has guidance on design, construction, operation and maintenance for these peak rate control practices. In all cases, retention and detention facilities should be designed to completely drain water over a period of time not more than 72 hours.

TABLE 5.  
*Peak rate control practices with design and construction requirements, as well as operational and maintenance needs.*

Peak Runoff Rate practice	Design / Construction Guidance	Operation and Maintenance
Constructed Wetland	Adequate drainage area (usually 5 to 10 acres minimum) or proof of sustained base flow	Periodic sediment removal from the forebay and vegetation maintenance
	May require investigation of water supply to ensure a sustained baseflow to maintain the wetland	Inspect and maintain inlet and outlet structures as needed
	Maintenance of permanent water surface	
	Multiple vegetative growth zones through varying depths	
	Robust and diverse vegetation	
	Relatively impermeable soils or engineered liner	
	Provide for a way to collect and remove sediment	
Adjustable permanent pool and dewatering mechanism		

TABLE 5.  
Peak rate control practices with design and construction requirements, as well as operational and maintenance needs.

Peak Runoff Rate practice	Design / Construction Guidance	Operation and Maintenance
Dry Extended Detention Pond	Hydraulic capacity controls effectiveness Ideal in combination with other BMPS Highly structural design features (rip-rap for erosion control, etc.) can be more costly than naturalized basins.	Regular maintenance is necessary including periodic sediment removal and vegetation maintenance
Wet/Retention Pond	Adequate drainage area (usually 5 to 10 acres minimum) or proof of sustained baseflow Natural high groundwater table Maintenance of permanent water surface Should have at least 2 to 1 length to width ratio Robust and diverse vegetation surrounding wet pond Relatively impermeable soils Forebay for sediment collection and removal Dewatering mechanism	Outlet control devices should draw from open water areas 5 to 7 feet deep to prevent clogging and allow the WP to be drained for maintenance A pond drain should also be included which allows the permanent pool to be completely drained for maintenance within 24 hours Permanent access must be provided to the forebay, outlet, and embankment areas. It should be at least 9 feet wide, have a maximum slope of 15%, and be stabilized for vehicles.

Further information on peak rate control practices is available in Chapter 6.5 the [Pennsylvania Stormwater Best Management Practices Manual](#).

#### Peak Runoff Rate Credit Calculation

A property with 15,000 square feet (sf) of total IA had retention pond that treats 8,000 sf of IA. The SPF is \$6.70 per 1,000 sf per month, the SPF Credit would be as follows:

$$SPF\ Credit = \left(\frac{8,000}{1,000}\right) \times 30\% \times \$6.70 = \$16.08$$

The SPF before the credit is \$100.50 per month and the net SPF including the credit is \$84.42

#### Water Quality Treatment Credit

During precipitation events, stormwater is carried over impervious surfaces like roads and rooftops, picking up pollutants including gasoline residue, motor oil, heavy metals, fertilizers, pesticides and more. Practices that provide water quality treatment serve to reduce pollutant loads in runoff.

#### Water Quality Treatment Credit Requirements

Water quality functions include reducing suspended solids (TSS), phosphorus (TP), nitrogen (TN) and temperature of runoff. Water quality treatment practices must provide treatment for 1 inch of runoff for full credit. The 1 inch of captured runoff is translated into a volume of water by multiplying it by the captured drainage area and to a flow rate by performing routing calculations.

#### Water Quality Treatment Credit Calculation

A property with 12,000 square feet (sf) of total IA had vegetated swale that treats 10,000 sf of IA. The SPF is \$6.70 per 1,000 sf per month, the SPF Credit would be as follows:

$$SPF\ Credit = \left(\frac{10,000}{1,000}\right) \times 30\% \times \$6.70 = \$20.10$$

The SPF before the credit is \$80.40 per month and the net SPF including the credit is \$60.30.

## Non-Structural Control Credit

Non-structural SMPs can be applied over an entire site and are not necessarily fixed and designed at one location. Non-structural SMPs can be designed to mitigate any number of stormwater impacts: peak rates, total runoff volumes, infiltration and recharge volumes, non-point source water quality loadings and temperature increases. Many of these practices have the ability to prevent stormwater generation and not just mitigate stormwater-related impacts once these problems have been generated. Prevention can be achieved by developing land in ways other than through use of standard or conventional development practices.

### Non-Structural Control Credit Requirements

Examples of non-structural controls include tree canopy, downspout disconnection, or an environmental education/outreach program. Design and operation/maintenance requirements vary greatly based on the type of practice and will be evaluated on an individual program/practice basis by the Borough. Several major "areas" of preventive Non-Structural BMPs have been identified in this manual:

#### Downspout Disconnection and Tree Planting

Specific non-structural control practices eligible for credit include Downspout Disconnection and Tree Planting. Applicants should refer to the guidance found under the Residential Credit program to determine these requirements.

#### Environmental Education/Outreach

A third non-structural control practice eligible for credit includes the Environmental Education/Outreach program category. Education credits are available to all public and private schools or school systems (K-12) and any church or non-profit facility. In order to receive the education credit, the applicant must implement an educational program that educates and informs the students on the importance of preserving and restoring the source and integrity of water resources (stormwater, ground water and/or surface waters). The educational program may include educational posters, take-home materials, classroom lessons, field trips, etc. Programs may be developed by the PA DEP, the Pennsylvania Department of Conservation and Natural Resources (DCNR), the United States Environmental Protection Agency (EPA), the United States Geological Survey (USGS), or a school official. Programs developed by other organizations may be considered eligible for credit. Some resources and example materials can be found at:

- EPA NPDES Stormwater Outreach Materials and Reference Documents  
<http://cfpub.epa.gov/npdes/stormwatermonth.cfm#materials>
- EPA Teacher Resources and Lesson Plans <http://www.epa.gov/students/teachers.html>
- EPA Water Science and Technology for Students and Educators  
<http://water.epa.gov/learn/resources/>
- USGS Education Resources <http://education.usgs.gov/>

#### Non-Structural Control Credit Calculation Example #1

A property with 18,000 square feet (sf) of total IA disconnects downspouts that drain 12,000 sf of IA. The SPF is \$6.70 per 1,000 sf per month, the SPF Credit would be as follows:

$$SPF\ Credit = \left(\frac{12,000}{1,000}\right) \times 15\% \times \$6.70 = \$12.06$$

The SPF before the credit is \$120.60 per month and the net SPF including the credit is \$108.54 per month.

### Non-Structural Control Credit Calculation Example #2

A property with 18,000 square feet (sf) of total IA undertakes an educational campaign to provide stormwater outreach to the congregants. The SPF is \$6.70 per 1,000 sf per month, the SPF Credit would be as follows:

$$SPF\ Credit = \left(\frac{18,000}{1,000}\right) \times 15\% \times \$6.70 = \$18.09$$

The SPF before the credit is \$120.60 per month and the net SPF including the credit is \$102.51 per month.

### National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Credit

The NPDES Stormwater Permit credit applies to any entity who has an existing current NPDES permit approved by PADEP. The credit applies a 15% reduction to the SPF bill.

#### NPDES Stormwater Permit Credit Requirements

This credit applies to any property that has an active, fully-compliant NPDES Permit from PA DEP.

#### NPDES Stormwater Permit Credit Calculation

A property with an active, fully compliant NPDES Permit from PADEP has 10,000 square feet (sf) of total IA. The SPF is \$6.70 per 1,000 sf per month, the SPF Credit would be as follows:

$$SPF\ Credit = 15\% \times \$6.70 \times \frac{10,000}{1,000} = \$10.05$$

The SPF before the credit is \$67.00 per month and the net SPF including the credit is \$56.95 per month.

## Credit Program Procedures

The following procedures are common to both the Residential Credit Program and the Non-Residential Credit Program.

### Application Forms

Residential and non-residential application forms are available in Appendix A as well as on the Borough's website.

### Application Deadline

All credit applications (for both the Residential and Non-Residential Program) will be accepted year round on a rolling basis. If granted, the credit will be applied retroactively based on the application date.

### Application Fee

Payment of a Credit Application Fee is required for Borough review of the credit application. The fee is listed in the Borough's current fee schedule, which is available on the Borough's website. SPF credit application fees are non-refundable regardless of the outcome of the credit application. Application fees may be paid by check or money order made out to the Borough of West Chester Stormwater Program.

### Maintenance Documentation Requirements

In order to receive the residential or non-residential SPF credit, a property owner must be able to demonstrate the stormwater facility is being properly maintained. A property owner can demonstrate maintenance of a stormwater facility by including with the SPF Credit Application available maintenance records showing the maintenance activities and date, or the most recent invoice from a qualified maintenance vendor. If the applicant does not maintain the facility as required, the Department of Public Works will notify the property owner in writing that they have 30 days to take corrective action otherwise the credit will be discontinued.

## Maintenance Agreement

A signed maintenance agreement between the Borough and the property owner is required in order to achieve the credit. Under the maintenance agreement, the owner must allow the Borough access to the site to view and inspect the SMP according to the Borough's inspection cycle. A maintenance agreement is provided in Appendix B.

## Documentation Requirements

The property owner must provide the following documentation:

- Completed and signed application form.
- Photograph(s) of SMP
- A sketch (plot plan, map, aerial image or similar illustration) showing parcel lot lines, built features including all IA, and location of the existing/proposed SMPs.
  - The property owner should utilize the Borough's online mapping program which allows for a search their property address. The website also allows for the user to print on a page size sheet suitable for inclusion in the application.
- Documentation of purchase and/or installation of the SMP including receipts, invoices, packing slips, or other records.
- Calculations or other documentation of impervious drainage area and SMP capacity estimates
- Maintenance logs noting the past inspection and maintenance records (or receipts from vendors hired to perform maintenance), or for newly constructed SMPs, a description of the proposed seasonal maintenance activities that the property owner will undertake.

Borough Stormwater Program staff may request additional documentation in order to aid in review of the credit application.

## Submission of Credit Application

Submit the completed credit application, the checklist, all supporting documentation and the non-refundable application fee to:

Borough of West Chester  
Attention: Stream Protection Fee Program – Credit  
401 E Gay Street  
West Chester, PA 19382

## Determination

Borough staff will review the credit application and approve or deny the same within 45 days. The applicant will be notified by letter and/or email of the decision.

## Appeal of Determination

Appeal of the credit determination can be made in accordance with Section 11 – “Appeals” of the Borough's Stream Protection Ordinance. In general, a credit application will be denied due to technical inadequacies. Should those inadequacies be addressed, the property owner may resubmit their application to the Borough.

## Issuance of Credits

Credits will be applied to all bills issued after approval. If the owner has paid in-full their annual stream protection fee prior to the issuance of a credit, the credit will be applied to subsequent bills.

## Credit Renewal

Residential and Non-residential SPF credits will be valid for three years, after which they will require renewal. This renewal policy does not apply to the SPF Rebate which is a one-time refund per property. In order to continue to receive the SPF credit, property owners are required to reapply before the credit period expires within 3 years. Should the owner fail to submit a renewal application, the credit(s) will expire. When reapplying, the property owner must update their demonstration of stormwater facility maintenance by including sufficient documentation in the application package.

## Site Inspections

Upon receipt of a credit application, the Borough or its designated appointee, may inspect the parcel to verify all information and supporting documentation. Efforts will be made to notify the property owner in advance. If the Borough site inspection determines that the SMP is not being maintained appropriately, the credit could be denied. The Borough may choose withhold credit until the property owner demonstrates that the SMP is being appropriately maintained.

## Termination of Credits

Approved credits may be terminated at any time if the SMPs are found to be not functional, improperly maintained, or if the owner fails to restore the SMPs per Borough notification.

## Change in Property Ownership

If a property is sold and there is a change in ownership, the credit (residential or non-residential) will remain in place until the three year credit term is completed. The new property owner will be required to resubmit the credit application in accordance with the Credit Renewal policy described in this Manual. As the residential rebate is a one-time refund amount provided per property per eligible SMP, a new owner is not eligible for a rebate once a property changes hands.

## Appendix A – Application Forms



## Instructions for Non-Residential SPF Credit Application

Property owners can apply for stormwater credits for up to 60% of the Stream Protection Fee (SPF). If approved, credits amounts will be applied to the SPF bill for the following year. This application is for non-residential property owners including industrial, commercial, retail, institutional or multi-residential.

### General Note:

Cells with green shading are input cells.

Cells with blue shading are calculated.

- Step 1: Enter property information, including last name, and account number.
- Step 2: Enter the billed Impervious Area amount as found on your bill or the on-line mapping application.
- Step 3: Enter Stormwater Management Practice (SMP) information, including drainage area size and quantity information.
- Step 4: Review results as the total credit(s) and final SPF are calculated automatically.
- Step 5: Read maintenance guidelines for each SMP and sign maintenance agreement (located at this link).
- Step 6: Include required documentation of the SMP including,
- Photograph(s)
  - Sketch
  - Documentation of purchase and/or installation of the SMP
  - Calculations or other documentation of impervious drainage area and SMP capacity estimates
  - Maintenance logs/records, or description of seasonal maintenance activities to be performed
- Step 7: Submit completed application Online or email to [stormwater@west-chester.com](mailto:stormwater@west-chester.com)  
For hardcopy submittal:  
Borough of West Chester  
Attention: Stream Protection Fee Program – Credit Application Attached  
401 E Gay Street  
West Chester, PA 19382

*Submittal of the credit application does not automatically guarantee approval. To the extent possible, West Chester will work with applicants to correct and update any incomplete applications. Technical questions can be directed to [stormwater@west-chester.com](mailto:stormwater@west-chester.com).*



**STREAM PROTECTION FEE  
NON-RESIDENTIAL CREDIT APPLICATION**

Property Account No: \_\_\_\_\_  
 Owner Name: \_\_\_\_\_  
 Premise Address: \_\_\_\_\_  
 Owner/Agent Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Stream Protection Fee (SPF)**

Tier #: Tier 6: >/= 3,000 SF IA Select from the pull down menu  
 Impervious Area: 5,000 Tier 6 properties, enter the IA listed on your bill in Square Feet

Annual Fee (before credit): Tier 6 Fee calculated below Automatically calculated for Tiers 1-5  
\$402.00 Tier 6 properties, your annual fee is automatically calculated based on the IA you enter above

- Stormwater Practice:  Green Infrastructure / Runoff Volume Control  
 (Choose one or more)  Peak Runoff Rate (Flood) Control  
 Water Quality Treatment  
 Non-Structural Control  
 NPDES Stormwater Permit

Total Annual Credit(s): \$241.20 Do not enter data, this is automatically calculated

Maximum Credit: \$241.20 used. If calculated credit is greater than maximum credit (Table 1), maximum credit is used.

Annual Fee (after credit): \$160.80 Do not enter data, this is automatically calculated

**Certifications**

By signing this form, you certify that (1) you have read and understand the SPF Non-Residential Credit Program Requirements; (2) the information provided on this form is complete and factual; (3) the stormwater management system(s) on your property have been maintained and are in proper working order; and (4) you grant the Borough permission to conduct site inspections of the stormwater facilities listed on this form.

Signature : \_\_\_\_\_ Print Name: \_\_\_\_\_  
 Date: \_\_\_\_\_



**NON-RESIDENTIAL CREDIT CALCULATION SHEET**

Directions: enter IA in the green cells and provide supporting documentation as attachments to this application

Cells with green shading are input cells.  
Cells with blue shading are calculated.

SPF Rate: \$6.70  
 Total Impervious area (IA) (sf): 5,000 Based on Tier, taken from Application sheet  
 Total Impervious area (IA) (sf): 5,000 As totaled from information provided below.

Calculation to determine SPF Credit:  $SPF\ Credit = \left( \frac{Treated\ IA}{1,000} \right) \times Credit\% \text{ by Type} \times SPF$

**Green Infrastructure Credit Calculation**

SPF Credit: 60%

Treated Impervious area (IA) (sf): 5,000  
 Total Monthly Credit: \$20.10  
 Total Annual Credit: \$241.20

**Peak Runoff (Rate) Credit Calculation**

SPF Credit: 30%

Treated Impervious area (IA) (sf): 0  
 Total Monthly Credit: \$0.00  
 Total Annual Credit: \$0.00

**Water Quality Treatment Credit Calculation**

SPF Credit: 30%

Treated Impervious area (IA) (sf): 0  
 Total Monthly Credit: \$0.00  
 Total Annual Credit: \$0.00

**Non-Structural Control Credit Calculation**

SPF Credit: 15%

Treated Impervious area (IA) (sf): 0  
 Total Monthly Credit: \$0.00  
 Total Annual Credit: \$0.00

**NPDES Stormwater Permit Credit Calculation**

SPF Credit: 15%

Treated Impervious area (IA) (sf): 0  
 Total Monthly Credit: \$0.00  
 Total Annual Credit: \$0.00



## Instructions for Residential SPF Rebate and Credit Application

Property owners can apply for stormwater credits for up to 60% of the Stream Protection Fee (SPF). If approved, credits amounts will be applied to the SPF bill for the following year. This application is for Residential property-owners.

### General Note:

Cells with green shading are input cells.

Cells with blue shading are calculated.

- Step 1: Enter property information, including last name, and account number.
- Step 2: Enter the billed Impervious Area amount as found on your bill or the on-line mapping application.
- Step 3: Enter Stormwater Management Practice (SMP) information, including drainage area size and quantity information.
- Step 4: Review results as the total rebate(s), total credit(s), and final SPF are calculated automatically.
- Step 5: Read maintenance guidelines for each SMP and sign maintenance agreement (located at this link).
- Step 6: Include required documentation of the SMP including,
- Photograph(s)
  - Sketch
  - Documentation of purchase and/or installation of the SMP
  - Calculations or other documentation of impervious drainage area and SMP capacity estimates
  - Maintenance logs/records, or description of seasonal maintenance activities to be performed
- Step 7: Submit completed application Online or email to [stormwater@west-chester.com](mailto:stormwater@west-chester.com)  
For hardcopy submittal:  
Borough of West Chester  
Attention: Stream Protection Fee Program – Credit Application Attached  
401 E Gay Street  
West Chester, PA 19382

*Submittal of the credit application does not automatically guarantee approval. To the extent possible, West Chester will work with applicants to correct and update any incomplete applications. Technical questions can be directed to [stormwater@west-chester.com](mailto:stormwater@west-chester.com).*



**STREAM PROTECTION FEE  
RESIDENTIAL REBATE AND CREDIT APPLICATION**

Property Account No: \_\_\_\_\_  
 Owner Name: \_\_\_\_\_  
 Premise Address: \_\_\_\_\_  
 Owner/Agent Address: \_\_\_\_\_  
 Phone Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

**Stream Protection Fee (SPF)**

Tier #:  Select from the pull down menu  
 Impervious Area:  Tier 6 properties, enter the IA listed on your bill in Square Feet

Annual Fee (before credit):  Automatically calculated for Tiers 1-5  
 Tier 6 properties, your annual fee is automatically calculated based on the IA you enter above

Total Rebate(s):  Do not enter data, this is automatically calculated

Total Annual Credit(s):  Do not enter data, this is automatically calculated

Maximum Credit:  If calculated credit is greater than maximum credit (Table 1), maximum credit is used.

Annual Fee (after credit):

**Certifications**

By signing this form, you certify that (1) you have read and understand the SPF Residential Rebate and Credit Program Requirements; (2) the information provided on this form is complete and factual; (3) the stormwater management system(s) on your property have been maintained and will be kept in proper working order; and (4) you grant the Borough permission to conduct site inspections of the stormwater facilities listed on this form in accordance with the signed Maintenance Agreement.

Signature : \_\_\_\_\_ Print Name: \_\_\_\_\_

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



**RESIDENTIAL REBATE / CREDIT CALCULATION SHEET**

Cells with green shading are input cells.  
Cells with blue shading are calculated.

**Rain Barrel Rebate**

Credit limit: Maximum of 2 barrels per property

Number of eligible barrels installed:  (2 Max)

Rain Barrel Rebate: \$30

*Total Rebate = (Rebate, \$) x (Number of Barrels)*

Total Rebate:

**Tree Planting Rebate**

Credit limit: Maximum of 4 trees per property

Number of eligible trees planted:  (4 Max)

Tree Planting Rebate: \$50

*Total Rebate = (Rebate, \$) x (Number of Trees)*

Total Rebate:

**Downspout Disconnection**

Provide sketch of roof area being disconnected, downspout locations, and the vegetated area that will receive the stormwater runoff

Number of downspouts disconnected:

Total Rooftop area disconnected:  square feet

Downspout Disconnection Rebate: \$25 per 500 SF disconnected

Downspout Disconnection Annual Credit: \$5 per 500 SF disconnected

*Total Rebate = (Rebate, \$) x (Rooftop Area Disconnected / 500 SF)*

Total Rebate:

*Total Annual Credit = (Credit, \$) x (Impervious Area Disconnected / 500 SF)*

Total Annual Credit:

---

**Rain Garden Rebate/Credit**

---

On a separate sheet, provide sketch of the rain garden location and the impervious area being managed by each rain garden.

Contributing impervious area to rain garden(s): 800 square feet

Rain Garden Rebate: \$100 per 500 SF disconnected  
Rain Garden Annual Credit: \$20 per 500 SF disconnected

$$\text{Total Rebate} = (\text{Rebate, \$}) \times (\text{Impervious Area Captured} / 500 \text{ SF})$$

Total Rebate: \$160

$$\text{Total Annual Credit} = (\text{Credit, \$}) \times (\text{Impervious Area Captured} / 500 \text{ SF})$$

Total Annual Credit: \$32

---

**Permeable Pavement / Dry Well**

---

Provide sketch of the permeable pavement area and the impervious area being replaced by the permeable pavement.

Captured impervious area: 800 square feet

Permeable Pavement Rebate: \$100  
Permeable Pavement Annual Credit: \$20

$$\text{Total Rebate} = (\text{Rebate, \$}) \times (\text{Impervious Area Replaced} / 500 \text{ SF})$$

Total Rebate: \$160

$$\text{Total Annual Credit} = (\text{Credit, \$}) \times (\text{Impervious Area Captured} / 500 \text{ SF})$$

Total Annual Credit: \$32

Appendix A  
Appeal Application



**BOROUGH OF WEST CHESTER**  
CHESTER COUNTY PENNSYLVANIA

**STREAM PROTECTION FEE APPEAL APPLICATION**

The Borough has established a Stream Protection Fee (SPF) and all developed parcels in the Borough are required to pay the fee, which is based on the impervious coverage of the parcel. Property owners are entitled to appeal the user fee in accordance with the procedures in the Appeals Manual and the Stream Protection Fee Ordinance 2015-##

*Submit completed form: [stormwater@west-chester.com](mailto:stormwater@west-chester.com)*

*or mail to:*

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

Application Date: \_\_\_\_\_ SPF Account No.: \_\_\_\_\_

Owner Name: \_\_\_\_\_ Mailing Address: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

**Reason for Appeal (Check all that apply):**

- Incorrect parcel information
- Inaccurate impervious area calculation
- Inaccurate Tier category assignment
- Mathematical error

**Special Condition Appeal**

If the applicant is choosing this appeal, both reasons below must be true:

- The stormwater runoff impact on the stormwater system or services is significantly less than suggested by its amount of impervious area; and
- Applicant's parcel or a portion thereof drains completely outside of the Borough.

**Supporting Documentation Checklist (provide all items listed below)**

- Copy of SPF Bill
- Plot plan, map, aerial image or similar information detailing actual impervious surfaces currently on-site
- Requested value for the correct impervious area/ associated with the property for which an appeal is being requested (provide in Description, page 2)

Appeal Description

Provide detailed description of the billing error and your interpretation of corrected information. Attach additional sheets as necessary. Photographs are not required, but helpful.

*I attest that the information provided in this Appeal Application is complete and accurate:*

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

Borough Use Only

Date Received: \_\_\_\_\_

Reviewed By: \_\_\_\_\_

- Status:
- Approved
  - Approved with Modifications
  - Additional Information Needed
  - Denied

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

\_\_\_\_\_

\_\_\_\_\_

Date Responded: \_\_\_\_\_

## Appendix B – Maintenance Agreement

# West Chester Borough Stream Protection Fee Program

## Appeal Policies and Procedures Manual

### Contents

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## Introduction

The Borough has established a Stream Protection Fee (SPF) which will provide a dedicated funding source for the ongoing expenses associated with the Borough's stormwater management system and compliance with Pennsylvania Department of Environmental Protection Municipal Separate Stormwater System (MS4) permit requirements. All developed parcels in the Borough will be required to pay the fee, which is based on the impervious coverage of the parcel. Property owners are entitled to appeal the user fee in accordance with the procedures in this manual and the Stream Protection Fee Ordinance ("SPF Ordinance").

## Overview

Property owners are entitled to appeal the user fee, per Section 11 – "Appeals" of the SPF Ordinance. This manual has been prepared to detail the policies and application procedures by which a property owner can appeal the SPF.

## Appeal of Stream Protection Fee

### Objective0073

The appeal process is established to provide relief if a property owner believes the provisions of the SPF Ordinance have been applied in error. A property owner may appeal in accordance with the provisions described in greater detail in this manual.

### Appeals Policies

The basis for an appeal may include, but is not limited to the following:

1. Incorrect parcel information;
2. Inaccurate impervious area calculation;
3. Inaccurate Tier category assignment;
4. Mathematical error.

A Special conditions appeal (SCA) which addresses a circumstance where the property owner can demonstrate that the stormwater runoff from their parcel is not placing the same demand on the Borough system or services provided under the stormwater program as other impervious area. A property owner may appeal their SPF as a Special Conditions Appeal (SCA), provided the owner can demonstrate that:

5. Their parcel(s)'s stormwater runoff impact on the stormwater system or services is significantly less than suggested by its amount of impervious area; and
6. Their parcel or a portion thereof drains completely outside of the Borough.

All applicants must be current with their stormwater fees in order to be eligible for a SCA.

### Application

For all appeals, the property owner must submit an application using the Appeal Application form provided by the Borough and include supporting documentation as further described herein.

### Appeals Application Procedures

#### Application Forms

Application Forms are available in Appendix A as well as on the Borough's website.

### **Application Deadline**

An appeal must be filed within thirty (30) days of receipt of the notice of the assigned Tier or receipt of the invoice for the SPF, whichever occurs first.

### **Application Fee**

There is no fee to file an appeal which alleges an error or inaccuracy within the billing system. The application fee for an appeal alleging an improper Tier classification or for a Stormwater Special Conditions Appeal is listed in accordance with the Borough's current fee schedule. All fees are non-refundable regardless of the outcome of the appeal. Application fees may be paid by check or money order made out to The Borough of West Chester Stormwater Program.

### **Documentation Requirements**

The property owner must provide the following documentation with the appeal

1. A completed and signed application form.
2. A plot plan, map, aerial image or similar information detailing actual impervious surfaces currently on-site.
3. A requested value for the correct impervious area/ associated with the property for which an appeal is being requested.
4. Application Fee (check or money order)

For SCAs, the applicant must provide all of the above, and the following additional item:

5. A plot plan, map, aerial image or similar information delineating the drainage areas or patterns on-site.

The Borough may request additional documentation in order to aid in review of the appeal.

### **Submission of Appeals Application**

The completed application, supporting documentation, and any applicable non-refundable application fee may be submitted and addressed to:

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

### **Determination**

The Borough will review the required documentation and a written approval or denial of the appeal application will be issued by the Borough Manager within 45 days.

### **Appeal of Determination**

In accordance with the SPF Ordinance, any person aggrieved by any decision of the Borough Manager may appeal to the Court of Common Pleas of Chester County, Pennsylvania.

### **Billing Error Corrections**

If an appeal alleging a billing error is successful the Borough staff will correct the associated billing information.

### **Special Condition Appeal Reduction of Stormwater Fee**

If a SCA is approved, the maximum amount that the SPF may be reduced is 50%. The reduction in fee will only be applied to the portion of the impervious area that the property owner has demonstrated has less impact

on the system or program of services and drains outside of the Borough. The following calculation will be applied:

SCA Fee Reduction= (Impervious Area Impacted) \* (Stormwater User Fee per 1,000 SF Impervious Area) \* (50%)

#### **Administration of Appeals**

If an appeal results in the reduction of the property's SPF, the Borough will provide a credit to the property owner for the next SPF that comes due. If the property owner has paid in-full the annual SPF prior to the decision on the appeal, the Borough will send the appropriate amount of refund to the property owner.

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Clark Elms

DATE: September 13, 2016

I. Action to Be Considered by the Borough Council

Discuss Master Parking Plan additional services requests and proposals.

II. Reason Why this Issue Needs Borough Council Consideration

Additional service requests will require additional payment to contracted vendor.

III. Current Policy of Practice

Approval required by Borough Council to add service requests.

IV. Other Background Information

Borough requested additional Occupancy Counts and Financial Analysis that were not in the original scope of work.

V. Impact on Borough Finances

No impact.

August 19, 2016  
P-2578

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

Re: Proposal to Provide Additional Parking Consulting Services:  
**West Chester Parking Study**  
West Chester, PA

Dear Mr. Cotter:

As requested, DESMAN submits this scope of work and fee for additional parking consulting services related to the West Chester Parking Study. Based on input from the community and stakeholders there is an outcry for additional parking occupancy counts to be performed during a weekday evening and on the weekend. There is also a request from the City to assess how a demand-based pricing strategy for the on- and off-street parking system would impact the revenue generated from the parking system.

#### OVERALL SCOPE OF WORK

##### A. Parking Occupancy Counts

We plan on performing parking occupancy counts during a weekday evening (i.e. Thursday or Friday) and during a typical weekend day while West Chester University is in session. These counts will look at the demand of all public parking facilities and metered on-street areas in West Chester. The parking occupancy data will be tabulated and analyzed to determine the existing parking surplus/deficit by facility and for each area. The results of this analysis will be incorporated into the West Chester Parking Study Report.

##### B. Financial Analysis

A possible recommendation for the Borough is to implement a demand-based pricing strategy for the on-street and off-street parking system. This is intended to help distribute demand between each of the facilities, reduce traffic/circulation, and help ensure that on-street parking is made available to short-term parkers (i.e. customers, business patrons, etc.). A pricing structure will be recommended and vetted based on the parking rates in comparable communities. We will analyze how the recommended parking rates would impact the parking revenue of the Borough parking system. A financial model will be developed based on historical revenue data, utilization, projected shifts in demand, and the proposed rate structure. This analysis will show if the suggested rate structure will allow the parking system to continue to operate at a financial sustainable level.

The results of this analysis will be presented in a technical memo. We plan on having two meetings to review the existing parking financial information and to present the results of the analysis to the Borough and stakeholders.

**SCHEDULE**

Based on the above Scope of Services, it is anticipated that the assignment can be completed within a six (6) week timeline from a notice to proceed. This schedule is dependent on the scheduling of occupancy counts and receipt of historical parking financial revenue data.

**FEE**

Based on the scope of work, study area, and anticipated man-hours, we propose to complete the Parking Occupancy Counts (Task A) for \$9,355 and the Financial Analysis (Task B) for \$8,030. If both tasks are requested the total fee would be \$17,385. These are lump sum fees which include all associated expenses, such as printing, reproduction, delivery, and travel. Below is a summary of the man hours and estimated expenses associated with each task. We have budgeted for two on-site meetings for the Financial Analysis and one site visit to perform the occupancy counts. Any additional on-site meetings would be considered an additional service and be billed on a time and material basis.

**Fee Matrix for Services**

Scope of Services	Principle-in-Charge	Project Manager	Senior Planner	GIS Specialist	Total Man-Hours	Total Personnel Costs	Reimbursable Expenses	Total Cost
A. Parking Occupancy Counts	1	1	16	24	42	\$7,215	\$2,140	\$9,355
B. Financial Analysis	1	16	2	20	39	\$7,030	\$1,000	\$8,030
<b>Total Project Costs</b>	<b>2</b>	<b>17</b>	<b>18</b>	<b>44</b>	<b>81</b>	<b>\$14,245</b>	<b>\$3,140</b>	<b>\$17,385</b>

**ADDITIONAL SERVICES**

Additional services beyond the above noted Scope of Services will be billed on a time and material basis, per the contract rate schedule in effect at the time of the services, or on a mutually agreeable lump sum basis established prior to the start of the additional services.

Our hourly rates in effect for this assignment are as listed below.

Principal	\$260.00/hr
Project Manager	\$195.00/hr
Functional Parking Designer	\$175.00/hr
Architect/GIS Specialist	\$165.00/hr
Drafter	\$115.00/hr
Technicians	\$115.00/hr
Administrative Support	\$90.00/hr

Invoices will be submitted each month and are due and payable within 30 days from receipt.

Should you have any questions please do not hesitate to contact David Taxman at our Mclean, VA office (703-448-1190 or dtaxman@desman.com). If you are in agreement with the terms and conditions of this proposal, please sign and return a copy of this proposal to us. We appreciate being offered this opportunity to be of service to you and look forward to working with you on this assignment.

Sincerely,  
DESMAN, Inc.

Accepted by:  
**Borough of West Chester**



David Taxman, P.E.  
Associate

\_\_\_\_\_  
Signature



Ghassan Bishara, P.E.  
Vice President

\_\_\_\_\_  
Name (Print), Title

\_\_\_\_\_  
Date

Attachment: Professional Services Agreement

FILE:m:\Proposals\P2578\Proposal for Additional Services - 081916

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Clark Elms

DATE: September 13, 2016

I. Action to Be Considered by the Borough Council

County contract renewal for Lot 6 (Spaz lot) for 1 year 2016-2017.

II. Reason Why this Issue Needs Borough Council Consideration

The county is looking to renew their contract for 1 year Nov 1, 2016-Oct 31, 2017.

III. Current Policy of Practice

Every two years county requests for the Borough to renew their Lot 6 (Spaz lot) parking agreement.

IV. Other Background Information

The county makes this contract renew request every two years from the Borough. This year it is only for 1 year per the Borough's request.

I. Impact on Borough Finances

The contracted amount is significant to the Borough.

**AMENDMENT #3**

**AGREEMENT FOR PARKING LOT RENTAL**

**This Amendment #3** is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 by and between the County of Chester (hereinafter the "County") and the Borough of West Chester (hereinafter the "Borough").

**Whereas**, the parties desire to amend said Agreement under the terms and conditions of the original Agreement dated January 12, 2012, and

**Whereas**, The Borough has previously agreed to rent Parking Lot #6 (the "Spaz" Lot) to the County for use by County employees between the hours of 8:00 am and 5:00 pm, Monday through Friday, for the term beginning January 1, 2012 and ending December 31, 2012, and

**Whereas**, The Borough and the County have executed Amendment #1 dated October 12, 2012 extending the contract term to October 31, 2014, and

**Whereas**, The Borough and the County have executed Amendment #2 dated August 20, 2014 extending the contract term to October 31, 2016, and

**Now Therefore**, the Borough and the County agree to amend the terms of the original Agreement for the use of seventy-nine (79) spaces and extend the contract term to October 31, 2017. County employees authorized to park in the Lot will display a "County of Chester" permit on their vehicles. A sample of said permit shall be provided to the Borough.

It is understood by the County that Borough Council may authorize up to thirty (30) neighborhood residents to park in the Lot. These residents shall display an appropriate permit card or sticker to be issued by the Borough. The Borough will notify the County upon request of the number of residential permits issued.

The Borough may also install up to ten (10) meters in the western border of the Lot in order to potentially co-utilize some of the thirty (30) spaces. The County reserves the right to amend this Agreement if and when the Borough installs the meters. The Borough will patrol the Lot to ensure only vehicles with County or Borough authorization are parked there. Any unauthorized vehicles must be ticketed and towed by the Borough.

The Borough will perform major maintenance of the Lot such as pavement repair. The County will be responsible for cleaning, removal of weeds and clearing snow from the Lot. The Borough will insure that the Lot is cleared of unauthorized vehicles so the County is able to clean, remove weeds and clear snow.

The County agrees to compensate the Borough for the period beginning November 1, 2016 through October 31, 2017 at a rate of \$48,800.00 payable in two (2) installments of \$24,400.00 each due on January 31, 2017 and July 31, 2017. Should the County and the Borough agree to terminate the lease prior to expiration, the rental amount owed by the County shall be pro-rated on a monthly basis.

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

COUNTY OF CHESTER:

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

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

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

BOROUGH OF WEST CHESTER

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name and Title

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

\_\_\_\_\_  
Date

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Clark Elms

DATE: September 13, 2016

I. Action to Be Considered by the Borough Council

Adding 1 handicapped sign to 408 Sharpless St.

II. Reason Why this Issue Needs Borough Council Consideration

Resident requests handicapped parking at 408 Sharpless St

III. Current Policy of Practice

Approval required by Borough Council to add or remove handicapped signage.

IV. Other Background Information

There are currently no handicapped spaces on either side of residents block.

V. Impact on Borough Finances

No impact.

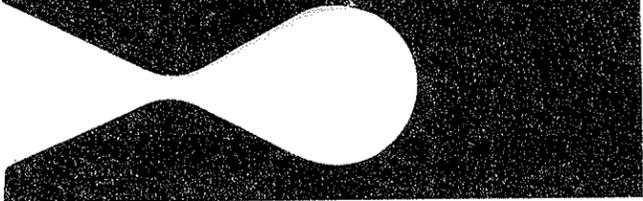
To whom it may concern,

I, Timothy Crosby am hereby request a handicap designated space in front of my house at 408 Sharpless Street West Chester, PA. I have the pa handicap placard with the number P13955N expiring on March 2021. Any questions regarding this request please direct to 610-202-5973.

Thank You

Tim Crosby

IMPORTANT: REMOVE BEFORE  
DRIVING VEHICLE



PENNSYLVANIA



EXPIRES  
LAST  
DAY OF **03-21**

**P13955N**

PERMANENT

DETACH AT PERFORATION

DETACH AT PERFORATION

PERSON WITH DISABILITY INTERIM PARKING  
PLACARD I.D. CARD

(This I.D. card is to be used until your wallet size I.D.  
card is received in the mail.)

*Earl Jeffery Crosby*  
SIGNATURE

Placard Number: P13955N

Expiration Date: 03/2021

C13955N

011007

EARL JEFFERY CROSBY  
408 SHARPLESS ST

WEST CHESTER PA 19382

BOROUGH COUNCIL

ISSUE BRIEFING

COUNCIL / COMMITTEE: Parking Committee

DEPARTMENT MANAGER: Clark Elms

DATE: September 13, 2016

I. Action to Be Considered by the Borough Council

Removing 1 handicapped sign each from 310 N Church Street and 210 W Lafayette Avenue.

II. Reason Why this Issue Needs Borough Council Consideration

Review surveys to decide if this space should be removed.

III. Current Policy of Practice

Approval required by Borough Council to add or remove handicapped signage.

IV. Other Background Information

Surveys are ongoing and will have more data by day of Committee Meeting.

V. Impact on Borough Finances

No impact.

## Clark Elms

---

**From:** Clark Elms  
**Sent:** Thursday, September 1, 2016 9:05 AM  
**To:** Hector Mojica; Monica Correa  
**Subject:** FW: Handicapped Parking Space

-----Original Message-----

From: Dianne Dempster [mailto:ddempster90@gmail.com]  
Sent: Thursday, August 18, 2016 1:54 PM  
To: Clark Elms <celms@west-chester.com>  
Subject: Handicapped Parking Space

Hello,

We have a handicapped parking space in front of our condo at 310 N Church St which we had requested for my husband. My husband passed away this summer and therefore we no longer require handicapped parking. We wanted to let you know.

Best Regards,

Dianne Dempster  
310 N Church St  
West Chester, PA 19380

Sent from my iPad



**Hector Mojica**

---

**From:** Hector Mojica  
**Sent:** Wednesday, July 27, 2016 2:00 PM  
**To:** West Chester Booting Program  
**Subject:** FW: Handicapped spot on Lafayette St.

Hector Mojica  
Parking Services Manager  
Borough of West Chester  
hmojica@west-chester.com  
610-696-4521 (P)  
610-436-1330 (F)  
www.west-chester.com

*210 W. Lafayette St*

*Handicap Removal*

-----Original Message-----

From: Brian Siciliano [mailto:briansis@yahoo.com]  
Sent: Wednesday, July 27, 2016 1:59 PM  
To: Hector Mojica <hmojica@west-chester.com>  
Subject: Re: Handicapped spot on Lafayette St.

Dear Mr. Mojica,

Just a follow up to see how we go about removing a designated handicap spot on our block and return it for general use. The family who no longer needs the spot resides at 210 W. Lafayette, not 214 as I had mistakenly said in my previous email. Thank you for any assistance you can offer.

Brian Siciliano.

Sent from my iPad

> On Mar 25, 2016, at 1:53 PM, Hector Mojica <hmojica@west-chester.com> wrote:

>

> Brain,

>

> Thank you for the email and information. I will look into on Monday and request for the proper documentation from the family. The temporary signs erected for 3/26//2016 is for a moving event. It's not for the repainting of the blue line.

>

> Thank you,  
> Hector Mojica  
> Parking Services Manager

>

> Sent from my iPhone

>

>> On Mar 25, 2016, at 1:21 PM, Brian Siciliano <briansis@yahoo.com> wrote:

>>

>> Dear Mr. Mojica,

>>



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](http://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 37<sup>th</sup> 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")

22 West Market Street (42' 10")

2 North High Street (45' 3")

36 East Market Street (36' 1')

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

**BANNER CONSTRUCTION DESIGN REQUIREMENT**

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

**REGULATIONS AND CONDITIONS DISPLAY OF BANNERS**

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

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

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

\* If a banner becomes dislodged, falls down, rips, tears, or otherwise is not hanging in its intended position it is the responsibility of the banner permit recipient to have the banner taken down immediately at the recipient's cost.

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

John Chester  
**Applicant Signature**

7/15/2016  
**Date**

<b>For Borough Use Only:</b>	
<input type="checkbox"/> Approved	<input type="checkbox"/> 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](mailto: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](http://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](http://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](mailto:jbenes@west-chester.com)  
610-344-3246 (W)  
610-436-0009 (F)

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



## MEMORANDUM

**TO:** Michael A. Cotter, Borough Manager  
**FROM:** Alex Kelleher, Fleet Manager  
**DATE:** September 7, 2016  
**RE:** Items for Municibid Sale

---

### Recommendation:

We ask for Council approval for the following items to be sold on Municibid:

1. 1990 White/Autocar
  - o Tanker 52
  - o VIN: 4V2SCBRG2LU506998
2. 2002 Sterling Acterra M6500 Flatbed Truck
  - o 44-26 Leaf/Brine Truck
  - o VIN: 2FZAAHAL52AK11777
3. 1999 Chrysler Concorde
  - o 01-D7 Detective Vehicle
  - o VIN: 2C3HD46R1XH734953
4. 1977 General tilt trailer
  - o VIN: 3TL7750
5. Used 10' flatbed truck body
  - o Removed from 44-15 to install dump body
6. Decommissioned Police equipment lot
  - o Approximately 15 Light bars
  - o Center consoles/computer mounts
7. Faulty 10K Onan diesel generator
  - o Removed from Engine 51-2
  - o Parts NLA
8. 10x10 Trench Box

West Chester Borough

Green Infrastructure Engineering & Design Services

Submitted September 8, 2016

Prepared by:



# 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

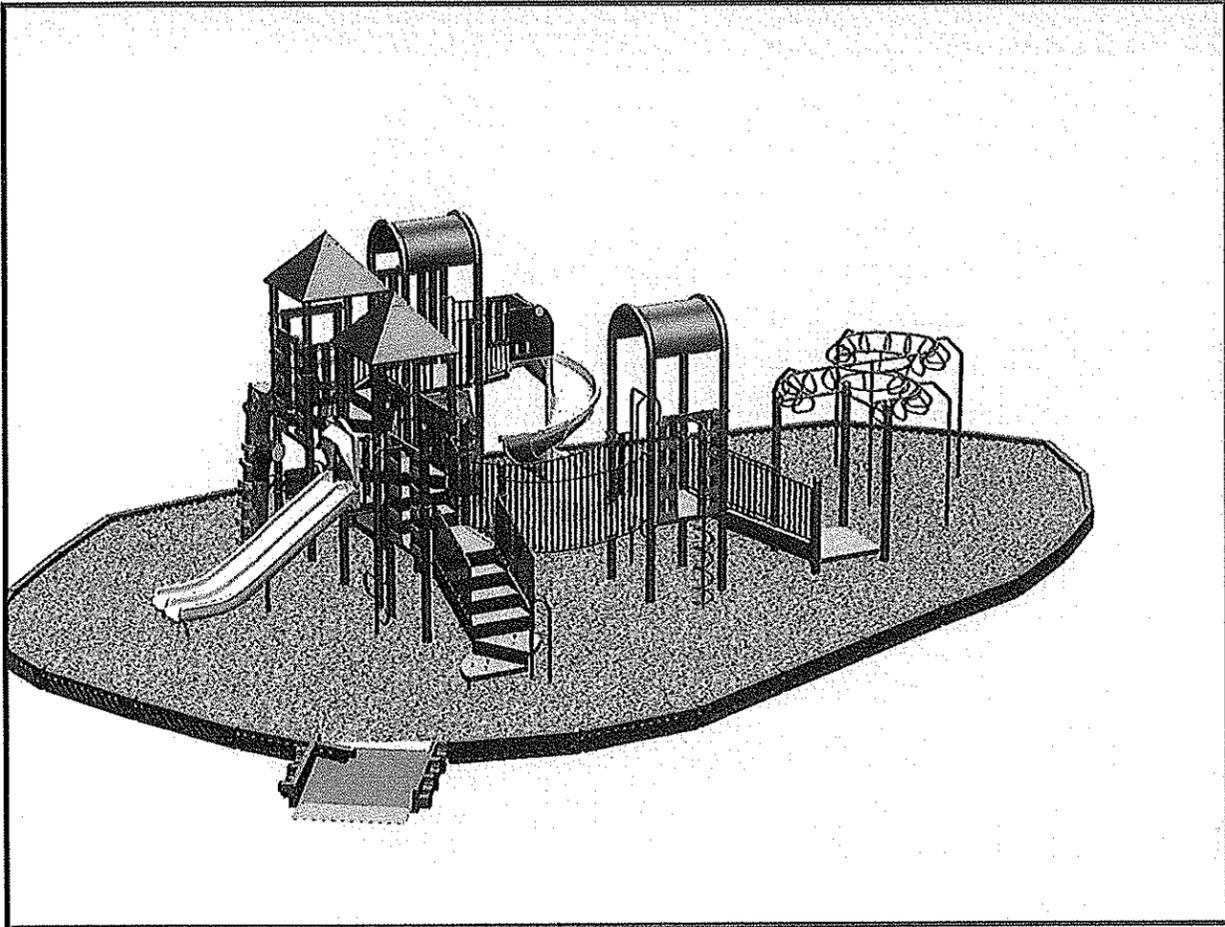
CH2M will reasonably rely upon the accuracy, timeliness, and completeness of any data provided by West Chester Borough or other third parties.

## 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
<b>TOTAL</b>		<b>\$146,875</b>	<b>\$4,000</b>	<b>\$28,100</b>	<b>\$800</b>	<b>\$179,775</b>



Playgrounds Fun & Easy!

Project:  
Marshall Square

Project No.  
LP516\_42592441146\_1  
Drawn: 2016-08-10

Presented By:



Paul Grim  
Boyce Associates  
(610) 289-4600



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.  
800-325-8828 www.jlcp.com



9/14/16

Diane LeBold, Chair  
Smart Growth Committee

Based on your committee's directive, I have compiled a list of individuals who would be willing to help establish a Borough Historical Commission and/or serve on such a commission.

It is now time for us to get started and set up a series of meetings to prepare a proposal for Council. I am going to suggest Monday, September 26, October 10, and October 24 at 7 PM in Borough Hall. We will need Borough Manager Mac Cotter to set up the meetings and for Smart Growth and Mac to give us your directives for the establishment of said Historical Commission (develop a mission statement, develop goals, etc.).

I will be in West Goshen Township this evening as they vote on the establishment of a West Goshen Historical Commission.

Regards,



Thomas M. Walsh  
318 W. Miner St.  
West Chester, PA 19382

610-692-1708  
tmwalsh318@aol.com



MEMORANDUM

**TO:** Michael A. Cotter, Borough Manager  
**FROM:** Michael A. Perrone, C.B.O.  
**DATE:** September 1, 2016  
**RE:** 29 South Church Street – Historic Carriage House Use

---

Recommendation

Borough Council set a date for the Conditional Use Hearing for the use of the Historic Carriage House at 29 South Church Street.

Motion

N/A

Background

N/A

PAID

AUG 31 2016

BOROUGH OF WEST CHESTER  
CONDITIONAL USE APPLICATION

~~BOROUGH OF WEST CHESTER~~

Property Address: 29 South Church Street, West Chester, PA

Name of Applicant: Nicholas Halladay, Sr.

Mailing Address: 118 Windridge Drive, West Chester, PA 19380

Telephone Number: 610-696-0999 / Fax Number: \_\_\_\_\_

Email Address: flowerpowernancy@yahoo.com

Attorney: Timothy Knauer

Mailing Address: 218 W. Miner Street, West Chester, PA 19382

Telephone Number: 610-431-6801 / Fax Number: \_\_\_\_\_  
e-mail: timothyknauer@gmail.com

Zoning District: TC - Town Center / Proposed Use: Single Family Residential

Zoning Code Sections Relating to Application: Historic Carriage House (112-100.2)

*\*\* Attach report in accordance with Section 112-113 and any specific section governing the proposed conditional use with the appropriate fee.*

Note: All conditional use applications will be forwarded to the Borough's Planning Commission for comment. Applicant attendance is recommended. Historic carriage house applications will be forwarded to the Borough's Historical and Architectural Review Board for review and comment.

Applicant attendance is recommended.

Nicholas Halladay  
Signature of Applicant

8/30/2016  
Date

-----  
*For Borough Official Use Only*

Fee Paid \$ 1200.00

Date Application Submitted 8-31-2016

Borough Official

Name

Signature

Application #



# THE COUNTY OF CHESTER



## COMMISSIONERS

Terence Farrell  
Kathi Cozzone  
Michelle Kichline

Brian N. O'Leary, AICP  
Executive Director

## PLANNING COMMISSION

Government Services Center, Suite 270  
601 Westtown Road  
P. O. Box 2747  
West Chester, PA 19380-0990  
(610) 344-6285 Fax (610) 344-6515

August 11, 2016

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

Re: *West Chester Borough Comprehensive Plan Update*  
VPP Contract 15444 – Extension #2

  
Dear Michael:

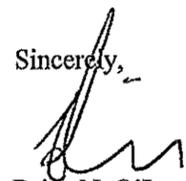
We are in receipt of your letter of August 3, 2016 in which you requested a time extension to the Vision Partnership Program (VPP) grant agreement between the County and West Chester Borough.

An addendum to the Vision Partnership Program Grant Agreement has been approved, extending the contract timeline six months to December 31, 2016. This time has been added to accommodate final plan revisions, county VPP and Act 247 reviews, and the adoption process. With the exception of the time extension, the Scope of Work attached as Appendix B to the original contract continues to apply to the project.

Five copies of the **Vision Partnership Grant Agreement Addendum** are enclosed for review and signature by the Borough Council. Once signed by the Council, please return all five copies to this office to the attention of Susan Elks for processing. A fully executed copy of the agreement will be returned for your files.

The Chester County Planning Commission is pleased to assist the Borough with this important planning effort.

Sincerely,

  
Brian N. O'Leary, AICP  
Executive Director

BNO/SSE/ncs  
Enclosure

cc: Justin Smiley, Chester County Planning Commission

**CHESTER COUNTY  
VISION PARTNERSHIP PROGRAM GRANT AGREEMENT**

**Contract Addendum #2**

Between the

**BOROUGH OF WEST CHESTER**

**URBAN RESEARCH & DEVELOPMENT CORPORATION**

and the

**COUNTY OF CHESTER**

Contract No. 15444

\_\_\_\_\_ (Date)  
(to be completed by County)

In connection with the approved Vision Partnership Program Grant Agreement between the Borough of West Chester, Urban Research & Development Corporation (URDC), and the County of Chester, dated December 11, 2013, all parties accept the following change as a contract addendum. This Contract Addendum specifically applies to the **Borough of West Chester Comprehensive Plan Update**. Except as specified below, the general conditions, standard articles of agreement, grant amounts, and scope of work elements prescribed in the original agreement shall continue to apply.

**I. Contract Amendments:**

The contract is being amended as follows subject to conditions set forth herein:

- A. The Contract Term is extended by six months to December 31, 2016.

**II. Contract Addendum Conditions:**

The following conditions shall be adhered to by the endorsement of this Contract Addendum:

- A. The aforementioned adjustment of the contract term is subject to all Contract stipulations and covenants;
- B. The rights of the County of Chester are not prejudiced; and
- C. All claims against the County of Chester which are incidental to or as a consequence of the aforementioned delay are satisfied.

**CHESTER COUNTY VISION PARTNERSHIP PROGRAM GRANT  
CONTRACT ADDENDUM #2**

**ENDORSEMENTS**

DATE: \_\_\_\_\_

**BOROUGH OF WEST CHESTER**

ATTEST:

By: \_\_\_\_\_  
President, Borough Council

\_\_\_\_\_  
Municipal Secretary

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

DATE: \_\_\_\_\_

**CONSULTANT: URDC**

Authorized Officer: \_\_\_\_\_

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

DATE: \_\_\_\_\_

**COUNTY OF CHESTER**

By: \_\_\_\_\_  
Executive Director  
Chester County Planning Commission



## MEMORANDUM

**TO:** Michael A. Cotter, Borough Manager  
**FROM:** Michael A. Perrone, C.B.O.  
**DATE:** September 16, 2016  
**RE:** **200 N. Church St.**

---

### Recommendation

Committee deny appeal to allow existing windows that where installed without approval at 200 N Church St to remain unchanged. and

Committee recommends 3 – 0 to require the owner to enter into a formal agreement with the Borough to remove and install 13 HARB recommended windows over a 3 year period. 5 windows being replaced the first year and 4 windows each of the next two years.

In addition the agreement shall include a statement that if the property is sold within the 3 year period all 13 windows shall be installed prior to the final sale. This agreement shall be recorded in the recorder of deeds office and approved by the Borough Solicitor.

Motion Same as above

Background HARB recommended all windows that had been installed to be removed and replaced.

Owner appealed that recommendation to SMART Growth Comm.

## MEMORANDUM

TO: Smart Growth Committee  
Borough of West Chester

Cc: Michael Cotter, Michael Perrone & Kristin Camp, Esquire

FROM: Kimberly P. Venzie, Esquire

RE: 200 North Church Street – HARB – Window Replacement

**FACTS:** On February 5, 2013, a letter was sent by WC Borough Codes Enforcement office advising the previous owner of the above property that HARB approval & a Certificate of Appropriateness are required to replace windows. This letter was prompted by a site visit whereby the tenant commented that the property owner was planning on replacing the windows. Around that same time, the previous owner of property did indeed replace five (5) windows within the building upon the property without seeking or receiving a Certificate of Appropriateness. The property was subsequently sold. The current owner of the above property has now replaced the remaining 13 windows without obtaining any required approvals. On July 7, 2016, a violation letter was sent to the current property owner by the WC Borough Codes Enforcement office. The current property owner has now filed a HARB application for the 13 windows he has already replaced.

### QUESTIONS & LEGAL RESPONSE:

- 1) Can Borough Council require all 18 windows to be removed and replaced with windows that are consistent with the HARB guidelines?

**YES.** Both Section 122-53-E of the Borough Code and Section 617 of the MPC give the Borough the authority to issue a notice of violation and take the necessary action to correct the violation – which would include requiring the current property owner to replace the windows with windows consistent with HARB guidelines.<sup>1</sup> There are no code or statutory provisions specifically releasing property owners of such responsibilities simply because the prior property owners performed the illegal work. The Pennsylvania Courts have held that current property owners may be required to bring their properties into compliance despite the prior owner of the property utilizing or maintaining the property in a manner that violates the zoning ordinance.<sup>2</sup> However, in actions in equity, the Courts have also carefully reviewed all the facts, including whether or not the property owner willfully violated the zoning ordinance, and have determined to not require extreme remedies such as requiring a tear down of entire walls of a building.<sup>3</sup>

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<sup>1</sup> See *Hull v. Allentown City Council* (2004 WL 5209135)(2004)(Lehigh Common Pleas Court upheld requirement to replace windows with HARB approved windows) (appeal denied)

<sup>2</sup> *Borough of Dormont v. ZHB of Dormont*, 850 A.2d 826 (Pa.Cmwlt.2004)

<sup>3</sup> *Woodward Township v. Zerbe*, 6 A.3d.651 (Pa. Cmwlt. 2010)

The reasonableness of requiring the current owner of 200 North Church Street to replace all 18 windows might be questioned by a Court if it ever rose to that level.

- 2) Can Borough Council require that only the 13 windows that were installed by the current owner be removed and replaced consistent with the HARB guidelines?

**YES.** As stated above, Borough Council could require all 18 windows to be replaced; however, Borough Council could also only require that those 13 windows installed by the current owner be removed and replaced. The Borough Code, the MPC and case law would certainly support the decision to mandate replacement of only those 13 windows consistent with HARB guidelines.

- 3) Can Borough Council allow extended timelines for either Option 1 or 2 above?

**YES.** Borough Council can extend timelines for compliance as part of their final determination in this matter. It would simply be an additional modification or condition of their determination.

APPLICANT'S EMAIL ADDRESS REQUIRED: NRDEVELOPMENT@GMAIL.COM

(Office use only.)  
Date application received: 7-18-16

Application number: 2016 - 36

PROPERTY ADDRESS: 200 N. Church St.

NOTE: All projects must have the appropriate Section(s) of the Application filled out and attached to this form when it is returned and filed with the Building and Housing Office. You need not attach any Sections that do not relate to your project. Please request as many of the Section forms as you may need. Your application number will be assigned when you return these forms. Remember, your completed application, including any pictures and plans, must be filed by the deadline date on the appended schedule in order to be reviewed at the next HARB meeting.

1) *This application is for:* (check the appropriate boxes)

- Section #1: Sign
- Section #2: Canopy or Awning
- Section #3: Repair, replacement, or alteration from original (please supply photos or elevations of original) \*
- Section #4: Addition (supply architectural elevations and site drawings, as well as photos of the existing structure) \*
- Section #5: New Construction (supply architectural elevations and site drawings, as well as photos of buildings next to and around the site) \*
- Section #6: Demolition \*

Note: Fill out and attach only those Sections appropriate to your project.

2) *Please indicate which items you are submitting with your application form. Do not submit originals, since these will be kept by the HARB for its official archives.*

- Color or B/W sketches
- Plot or site plans
- Old or historic photographs
- Architectural elevations
- Photographs of the current existing site showing where changes are to be made, location of buildings, and streetscape.

All sketches, elevations, and plans must be signed by the preparer(s).

The owner of this property and the applicant agree to conform to all applicable findings of the Borough of West Chester Historical and Architectural Review Board.

Applicant's name (print): NEILL REIDY

Applicant's Signature:  Date: 7/18/16

Owner's name (print): WC HOUSING, LLC

Owner's Signature:  Date: 7/18/16

\*Note: Check with the Building and Housing Office of the Borough of West Chester to see if you need a building permit as well as a Certificate of Appropriateness *before* you begin your project.

Date application received: \_\_\_\_\_

Application number: \_\_\_\_\_

SECTION #3 / REPAIR, REPLACEMENT, OR ALTERATION

(Attach a separate Section #3 for each of the repairs, replacements, or alterations you want to make.)

Location of project (address): 200 N. Church St.

Name of business (if applicable): N/A

Applicant's name (please print): NEILL REIDY

Applicant's address (address city, state, & zip): 256 Eagleview bwd. exton, PA 19341

Applicant's phone number (Day): 484-486-4590 (Evening): 484-486-4590

Owner's name (if different from applicant's): See above

Owner's address (address, city, state, & zip): See above

Owner's phone number (Day): See above (Evening): \_\_\_\_\_

**Instructions:** Provide clear photographs showing the location of each proposed improvement, including photos of streetscape and the adjacent buildings. Provide architectural elevations and/or photographs clearly showing the location of the proposed work. Provide material specifications and manufacturer's pamphlets on the replacement materials proposed.

- 1) Which element(s) do you wish to change?  Doors  Windows  Roofing  Gutters  
 Walls  Steps  Sidewalk  Fence  Trim  Railing  Porch or balcony  
 Other (Specify) \_\_\_\_\_
- 2) On how many facades? 2  Front  Side  Back
- 3) What was the old material? Wood
- 4) What is the proposed new material? Vinyl
- 5) How will it be installed? Replacement
- 6) Are you reusing any historic materials? No
- 7) If so, what and how? \_\_\_\_\_
- 8) What were the old dimensions? Height: 70 x Width: 34 x Depth: \_\_\_\_\_
- 9) What are the new dimensions? Height: 70 x Width: 34 x Depth: \_\_\_\_\_
- 10) What were the old colors? White
- 11) What do you propose for the new colors? White
- 12) Why do you want to make these changes? Changes were made Early 2013  
due to ROTTEN windows.

Neill Reidy  
256 Eagleview Blvd  
Suite 265  
Exton, PA 19341  
484-486-4590  
nrdevelopment@gmail.com

July 18, 2016

To Whom It May Concern,

Please accept this letter as part of my "Section #3 - Repair" application for the property located at 200 N. Church St., West Chester PA 19380.

In a recent letter from the WC Codes Department (attached) on July 7, 2016 it was advised that an application be submitted to West Chester HARB in regards to replacement windows installed at 200 N. Church Street, West Chester PA. Unfortunately, I was unaware of the required HARB recommendation when replacing the windows. The project was completed several years ago due to severe window sash rot.

I would like to humbly and respectfully share several facts to support my request to keep the existing windows in place at the property.

1. Vinyl and aluminum windows already existed in a portion of the property prior to new ownership in 2012.
2. Property was purchased as-is, in disrepair in 2012 with **incorrect** information related to the building being in a historical district. For your reference I have included a copy of the real estate disclosure, see line #250.
3. The adjoining historic building at 202 N. Church St. has similar vinyl replacement windows. (photo attached)
4. Building across the street at 136 N. Church St. has similar vinyl windows installed. (photo attached)
5. A letter was received from WC Codes office on Jan. 6th, 2016 requesting replacement of a broken window. No mention was made of HARB appropriateness.

6. I would like to minimize further disruption to the building and instead focus on the recent recommendations made by the code office to remedy peeling exterior paint on over 20 windows and doors.

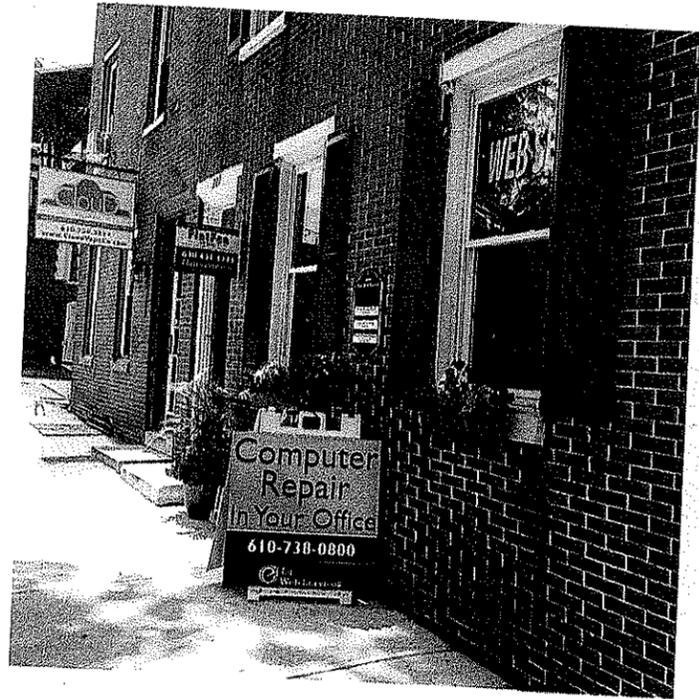
I greatly appreciate your consideration and am looking forward to meeting you in person at the next HARB meeting at the end of July.

Sincerely,

A handwritten signature in black ink, appearing to read 'NR', followed by the date '7/18/16' written in a similar cursive style.

Neill Reidy

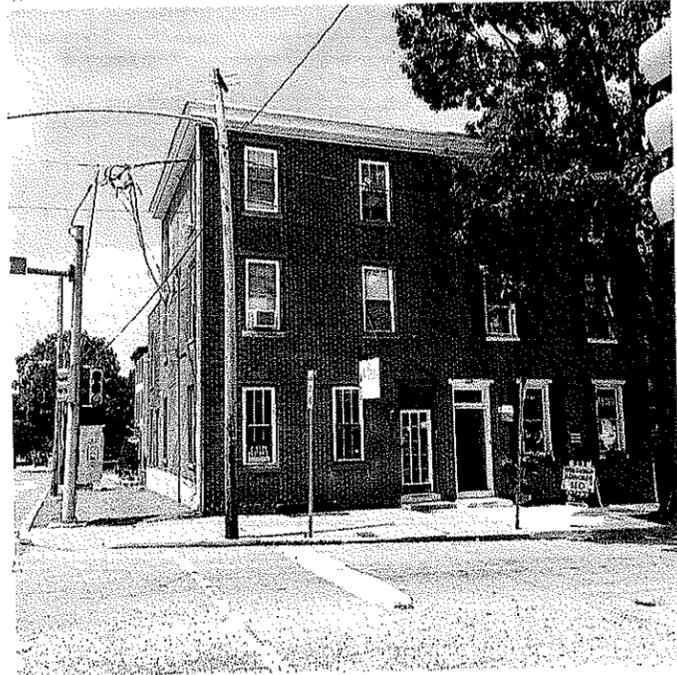
Manager



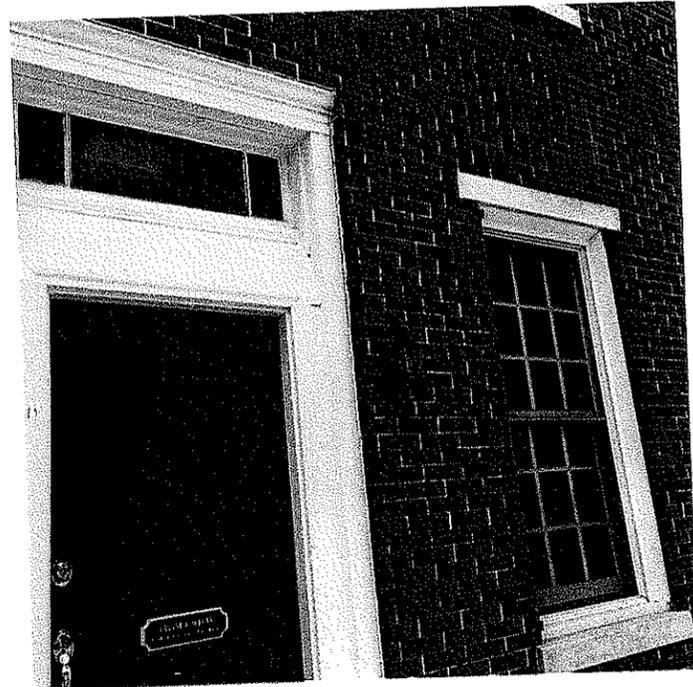
202  
N. Church



200 N.  
Church



136 N.  
Church





**Department of Building, Housing & Codes Enforcement**

*Regulations for the Protection of Public Health, Safety and Welfare*

401 East Gay Street • West Chester, Pennsylvania 19380  
610-696-1773 • Fax: 610-692-7958 • web: www.west-chester.com

July 7, 2016

WC Housing LLC  
256 Eagleview Blvd., Ste. 265  
Exton, PA 19341

**Re: 200 North Church Street; West Chester, Pennsylvania**

Dear WC Housing LLC,

An inspection was conducted at your property, 200 North Church Street, West Chester, Pennsylvania on July 6, 2016. At that time, it appears new windows were installed without the recommendation of HARB and a Certificate of Appropriateness issued by Borough Council.

Please be advised this is a violation of the Borough of West Chester Code, Chapter 112, Section 112-53 E. Upon receipt of this Notice, you have thirty (30) days (**or no later than Monday, August 8, 2016**) to make application to the HARB for the new windows.

The recipient of this Notice has the right to Appeal to the Zoning Hearing Board within thirty (30) days, in accordance with the Pennsylvania Municipalities Planning Code and the Rules and Regulations of the Borough of West Chester Zoning Hearing Board.

Failure by you to comply with this Notice within the time specified, unless extended by appeal to the Zoning Hearing Board, constitutes a violation and may force the Borough to institute appropriate action or proceedings to prevent, restrain, correct or abate stated violation. In addition, any person, partnership or corporation who or which has violated or permitted the violation of the provisions of any Zoning Ordinance enacted by law, shall, upon being found liable therefore in a Civil Enforcement Proceeding commenced by a Municipality, pay Judgment of not more than five hundred dollars (\$500.00) a day, plus all court costs, including reasonable Attorney's Fees incurred by the Borough as results thereof.

Respectfully,

Kathy Brooks  
Codes Enforcement Officer  
Borough of West Chester  
610.436.1350

Certified Mail# 9590 9403 0758 5196 4295 57

\*Letter sent via Certified Mail on July 7, 2016