Public Works, Recreation & Environmental Protection Committee

October 11th, 2016 – 7:30 pm

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

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

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

2. Interview Deborah Enea for the vacant WC Library Board position

3. Discuss BGPA signage

4. Discuss Special Event Permits
   a. Chesco Commissioners Color 5k – 11-5-2016
      (This was approved at the Sept. meeting pending certain stipulations were met – they have been resolved)

   b. Veteran's Day Parade – 11-6-2016

   c. Brian's Run – 12-11-2016

   (All are pending WCPD Approval)

5. Discuss Marshall Square Park playground install

6. Discuss Banner Requests:
   a. Cystic Fibrosis Foundation – W. Market St. – 11-3-2016 – 11-17-2016
   b. Stanley's Dream – W. Gay St. – 12-14-2016 – 1-8-2017

7. Discuss Tree Plant Bid Recommendation

8. Discuss September minutes

Judy Benes

From: Enea, Deborah J. <enead@pepperlaw.com>
Sent: Monday, September 12, 2016 4:39 PM
To: Judy Benes
Subject: RE: West Chester Public Library Board
Attachments: Enea Resume (2016).pdf

Ms. Benes,

Hope you had a good weekend. Just following up on my email below.

Kind regards,

Deborah

Deborah J Enea
Associate

Pepper Hamilton LLP
Attorneys at Law

400 Berwyn Park | 899 Cassatt Road
Berwyn, Pennsylvania 19312-1183
p: 610.640.7813 | f: 800.856.5310 | bio

From: Enea, Deborah J.
Sent: Wednesday, September 07, 2016 11:09 AM
To: 'jbenes@west-chester.com'
Subject: West Chester Public Library Board

Ms. Benes,

I received your contact information from Matt Holliday, who suggested that I email you regarding my interest in serving on the Board of the West Chester Public Library. I grew up in West Chester and have returned after many years away. Now, as a resident of the Borough, I would like to be active in our community, specifically by supporting the West Chester Public Library as a board member.

Professionally, I am a finance attorney with Pepper Hamilton, representing lenders and corporate borrowers in banking and finance transactions. I have extensive board experience including as Chair of the Arts Commission of the City of Roswell (appointed by the Mayor and City Council of Roswell, Georgia), as Board Member of the City of Roswell Convention and Visitors Bureau, as Vice-Chair of the Board of the Roswell Arts Fund, as President of the Temple University Atlanta Alumni Association, and as Regional Vice President of the Colgate University Alumni Council, among other volunteer work.

I graduated with honors from Emory University School of Law, and earned an M.A. in art history from the Tyler School of Art at Temple University and a B.A. in art history from Colgate University from which I received the District Clubs Award for Distinguished Individual Alumnus. I am also a graduate of Leadership Buckhead (Atlanta) and the Atlanta Regional Commission's Arts Leaders of Metro Atlanta programs.

Personally, my husband, daughters and I visit the library frequently, and have taken advantage of many of the programs and events throughout the county library system, from the mini-golf fundraiser at the West Chester branch to the

mother-daughter book club at the Henrietta Harkin branch to the science programs and camps at the West Chester, Downingtown and Phoenixville branches. I would like to specifically support the West Chester Public Library as a board member because of its rich architectural heritage and its history in the community. I can contribute my time and my experience in finance, law and the arts to help the West Chester Public Library serve its mission and meet its goals.

Matt suggested scheduling an interview with the committee of our West Chester Borough Council. Please let me know what is convenient for the committee. I attach my resume and look forward to hearing from you.

Kind regards,

Deborah

Deborah J. Enea
Associate

Pepper Hamilton LLP
Attorneys at Law

400 Berwyn Park | 899 Cassatt Road
Berwyn, Pennsylvania 19312-1183
p: 610.640.7813 | f: 800.856.5310 | bio

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Deborah J. Enea

EXPERIENCE

PEPPER HAMILTON LLP Philadelphia, PA and Berwyn, PA
Finance Associate Attorney — May 2015 | Present

- Represent creditors, investors, national and regional banks, finance companies, and public and private companies in financing transactions in a variety of industries.
- Draft documentation for credit facilities, acquisition financings and other leveraged financings.
- Supervise junior associates and staff.
- Negotiate extensively with opposing and local counsel.
- Associates Committee Liaison

KING & SPALDING, LLP Atlanta, GA
Finance Associate Attorney — 2010 | May 2015

- Represented creditors, investors, national and regional banks, finance companies, and public and private companies in financing transactions in a variety of industries.
- Drafted documentation for credit facilities, recapitalizations and other leveraged financings.
- Negotiated extensively with opposing and local counsel.
- Publications:
  - Client Alert: *A "Third Rail" for Secured Creditors: Filing a Competing Bankruptcy Plan during a Debtor's Exclusivity Period*; and
  - State Bar CLE: *Legal Transactions of Genesis & Modern Professionalism Insights*.

U. S. SECURITIES AND EXCHANGE COMMISSION Atlanta, GA
Field Placement Clerk — Spring 2009

- Reviewed and commented on bankruptcy disclosure statements / chapter 11 reorganization plans.

PRESIDIO (F/K/A SOLARCOM / SUNDATA) Atlanta, GA
Finance Program Manager — 2003 | 2006
Leasing and Finance Credit Analyst — 1999 | 2003

- Managed leasing programs earning 15% of gross revenues for a middle-market tech company.
- Developed and managed capital relationships with banks and finance companies.
- Negotiated buy rates, lease agreements and purchase of paper contracts.

THE CIT GROUP (EQUIPMENT, VENDOR AND FRANCHISE FINANCE GROUPS) Atlanta, GA
Credit Analyst — 1997 | 1999
Transaction Coordinator — 1996 | 1997

- Rendered 250+ credit decisions and managed credit functions for key corporate accounts.
- Managed loan documentation and UCC financing statement filing processes.
- Supervised staff.

ADMISSIONS

Georgia Bar — Pennsylvania Bar

738 North New Street • West Chester, PA 19380 • 404-374-9451
djenea@yahoo.com • https://www.linkedin.com/in/deborahenea

Deborah J. Enea

EDUCATION

Emory University School of Law
J.D. with Honors — 2009
- 3.715 GPA #12 out of 216
- Order of the Coif (Top 10% of Class)
- Emory Law Journal, Articles Editor

Tyler School of Art, Temple University
M.A. Art History — 1995

Colgate University
B.A. Art & Art History — 1991

LEADERSHIP, COMMUNITY SERVICE & AWARDS

Chair and Board Member, City of Roswell, GA Arts Commission — 2012 | 2015

Vice-Chair and Counsel, Roswell Arts Fund — 2014 | 2015

Board Member, City of Roswell, GA Convention and Visitors Bureau — 2015

President and Board Director, Temple University Atlanta Alumni Association — 2006 | 2015

Graduate, Atlanta Regional Commission - Art Leaders of Metro Atlanta — 2013 | 2014

Volunteer, Pro Bono Partnership of Atlanta Non-Profit Legal Check-up — 2010 | 2013

Southeast Regional Vice-President, Colgate University Alumni Council — 2002 | 2006
- District Clubs Award for Distinguished Individual Alumnus

Board Member, Tyler School of Art Board of Directors — 2001 | 2003

Graduate, Leadership Buckhead (Atlanta) — 2000 | 2002

Assistant Manager, Language Services, Baseball Stadium, Atlanta Olympic Games 1996

738 North New Street • West Chester, PA 19380 • 404-374-9451
djenea@yahoo.com • https://www.linkedin.com/in/deborahenea

Judy Benes

From: Keith Kurowski
Sent: Thursday, October 06, 2016 11:05 AM
To: Judy Benes
Subject: PW/Parks and Rec Committee agenda items
Attachments: September Public Works Rec Minutes (Rec items only).docx; Issue Briefing- BGPA Donor sign and tree naming signs Oct 2016.docx2.pdf; 110616 Veterans Day Parade.pdf; 121116 Dub C Racing Brian's Run.pdf

Judy,

Attached is my Issue Briefing for the agenda at next week's meeting.

I have also attached my minutes from the Sept. meeting.

Items for the agenda:

- BGPA signage
- Special Event Application
    - SEAs are attached and are complete pending WCPD/Council approval
    - ChesCo Commissioners Color 5k
      11-5-16
      *This SEA was approved at the Sept. meeting pending certain stipulations were met and they have been.
      I will explain further at the meeting

    - Veteran's Day Parade
      11-6-16

    - Brian's Run
      12-11-16

Thanks,

Keith A. Kurowski
Director, West Chester Parks and Recreation Department
Borough of West Chester
kkurowski@west-chester.com
610-436-9010 (W)
610-436-0009 (F)

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TO: Michael A. Cotter, Borough Manager

FROM: **Keith A. Kurowski, Parks and Recreation Director**

DATE: **10-6-16**

RE: **Barclay Park "Donor" sign and "Tree Signs"**

Recommendation

The Recreation Commission recommended approving the BGPA's designs for both their "Donor" sign and for the tree naming signs with suggestions.

Motion

Recreation Commission voted 3-0 to approve as per their recommended suggestions and any further recommendations by the Committee or Council.

Background

The BGPA's contract with the Borough allows them to fundraise by seeking donations and to "sell" tree naming signs and provide a commemorative plaque/sign to thank those donors.

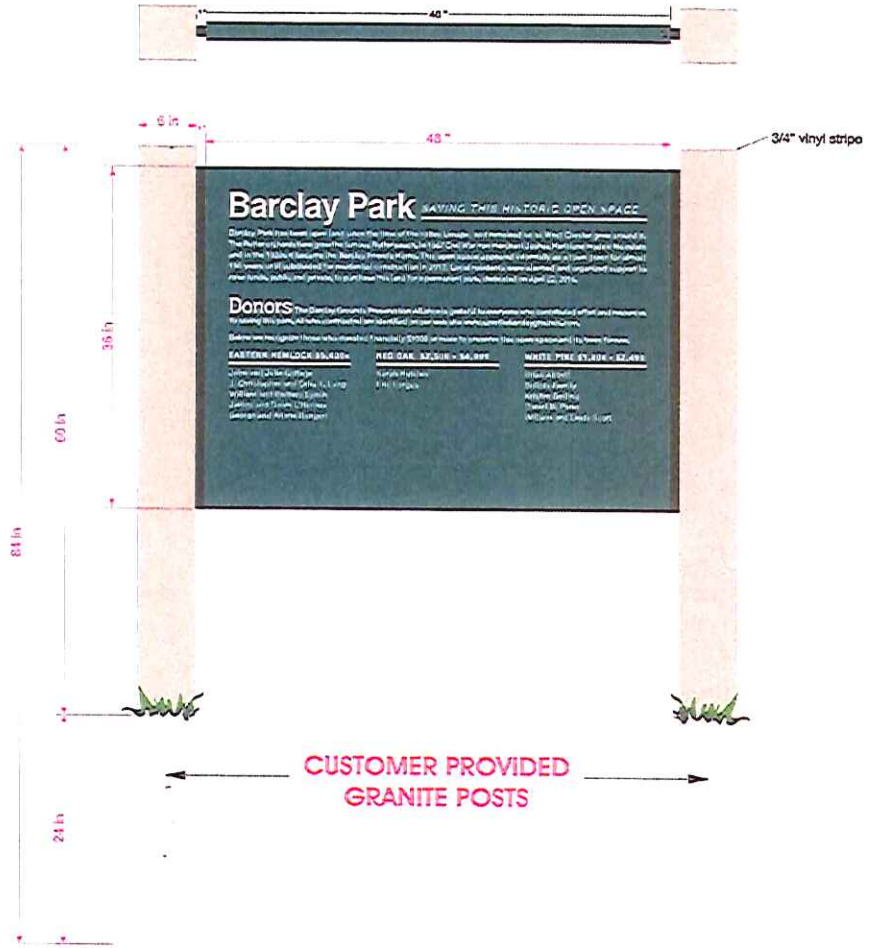
The BGPA's has brought this idea before the commission/committee several months ago and have returned with their updated designs and implementation. (attached).

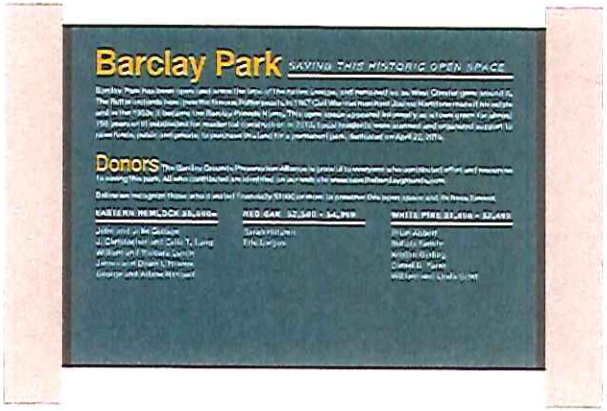
The Recreation Commission suggested the following:

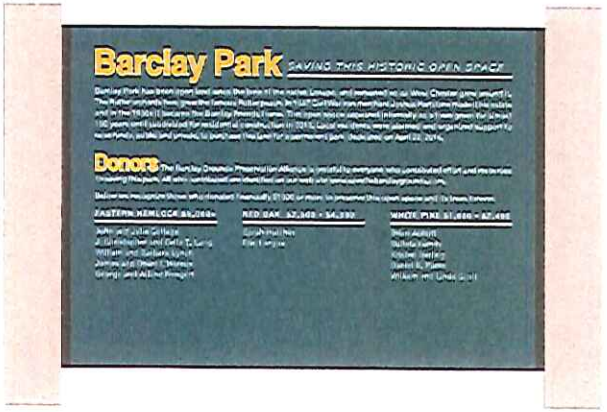
- "Donor Plaque" be no taller than 60"
- All signs adhere to any/all Borough codes, ordinances, policies regarding signage
- Tree naming signs be of the "double thick" variety
- Tree naming signs are no larger than 3.5" by 6" wide
- Tree naming signs consist of no language "in memory of" or the like
- Tree naming signs shall be mounted on the trees using the "screw spring loaded" method (Longwood Gardens)
- Any/all repairs, maintenance, or replacement of the signs or plaque be the responsibility of the BGPA (or Friends of Barclay Park should they establish an official "Friends" group) in perpetuity.

One (1) 36" high x 48" wide x 2" thick single faced aluminum panel with 4" square x 72" high (above ground) Customer Provided Granite Posts with a 1" reveal. Sign will be painted with automotive grade paints. Colors TBD.

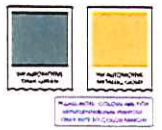
TOP VIEW







colors TBD



CLIENT:
Barclay Grounds Preservation Alliance

PROJECT:
Aluminum Sign

FILE NAME:
Barclay Post & Panel 9 Rev 2.FS

PREPARED BY:
Jeff Pinkerton

DATE: October 5, 2016 REVISED: FIRST DRAFT

APPROVAL:
☐ APPROVED AS IS
☐ APPROVED WITH CHANGES
CLIENT SIGNATURE/DATE:

PRODUCTION/INSTALLATION DETAILS:
SEE DRAWING FOR SPECIFIC DETAILS.

VINYL COLORS:
3MIJ35C-20 / 3M8508

MOUNTING:
direct burial

APPLICATION SURFACE:
FIRST

HEIGHT OFF GRADE:
HEIGHT 60" TO CENTER

INSTALLATION OR SHIPPING ADDRESS:
610 North High Street
West Chester, PA 19380

PLACEMENT:
PLEASE SCHEDULE PLACEMENT MTG!

ON SITE CONTACT: Chris Lang PHONE NUMBER: 610-247-0605

RECEIVED IN GOOD ORDER BY:

DATE:

All concepts, designs, arrangements and plans indicated or represented by this drawing are owned by and the property of Elmark Signs & Graphics Created, evolved and developed for use on and in connection with the specified project. None of the concepts, designs, arrangements or plans shall be used by or disclosed to any person, firm or corporation whatsoever without the written permission of Elmark Signs & Graphics.

ELMARK SIGNS & GRAPHICS
307 Westtown Road West Chester, PA 19382
www.elmarksigns.com / 610-692-0525

Donor Sign Location

TULIP POPLAR
Liriodendron tulipifera
sponsored by
The William Darlington Family

Veterans Day Parade 11/6/16
1130 - 4 pm

Special Event, Race, Public Assemblage Permit Checklist 2016

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

☒ Completed and signed application

☒ Description of event

☒ Map of event and address

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

NA ☑ List of Subcontractors with Insurance Certificates

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

☑ Borough Services requested WCPD

- Provide description

☒ Applicant Certificate of Insurance

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

☒ Application fee (cash, check, or money order) ☑ #568 250.00

- Application fee is NON REFUNDABLE

☑ Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- need TMACC and/or Septa approval as of 9/26/16
- rec'd 9/28/16 via email

NA ☑ PLCB Permit (if applicable)

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

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

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

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

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

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

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org. Chesco Marine Corps League / WC Veterans Council

Date applications was submitted to the Borough 9-8-16

Main Contact Name: John O'Neal

Cell phone: 610 350 8549

Home phone: 610 486 0365

email: jaoarm@aol.com

Main Contact address 1674 Embree

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

Non-Profit Organization (YES) NO 501 C 4 Veterans (If yes, please attach current verification of 501 (c) (3) status)

Event Information

Name of event West Chester Veterans Day Parade

Date/s of event and times 6 Nov 2016 2PM to 4 PM

Set up and breakdown times for event 1:30 PM to 4 PM

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

Community parade from Henderson High School So Penn St, W on East Bay St to High St, S on High to Market. Ceremony in front of Old CT House

Event info cont'd

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

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

_____

_____

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

Address - See Route _____

_____

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

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

SEPTA Svc Request File #7847885 to be reviewed in October

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

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

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

Total number of expected participants and/or attendance? 700

Total number of workers/volunteers/marshals for event? 20

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

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

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

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

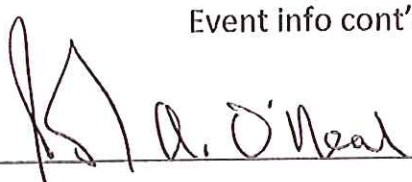
If yes, how many vendors do you plan on attending? _____

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

List (on a separate sheet of paper) any/all subcontractors or 3rd party companies hired to help run the event (Examples - port-o-potties, trash removal, fencing, sound, inflatables, etc.) None

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

Event info cont'd

Signature of applicant: X  **Date:** 9-23-16

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

WEST CHESTER VETERANS COUNCIL

60-439/319
2197127

568

DATE 9-8-16

PAY TO THE ORDER OF Borough of West Chester $250.00

Two Hundred Fifty & 00/100 DOLLARS

The First National Bank of West Chester
West Chester, Pennsylvania 19380

MEMO Parade Applic

A. O'Neal

⑈031904395⑈ 219 712 711 0568

Client#: 20719 MARCO3

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/06/2016

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

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

PRODUCER Rust Insurance Agency, LLC 1510 H Street NW, 5th floor Washington, DC 20005 202 776-5000	CONTACT NAME: Billy Simons PHONE (A/C, No, Ext): 202 776-5013 FAX (A/C, No): 202 776-1286 E-MAIL ADDRESS:
INSURED Chester County Marine Corps League Detachment #286 430 Acorn Lane Downingtown, PA 19335	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			EV07399	11/06/2016	11/07/2016	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$3,000,000
	POLICY PRO-JECT LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Marine Corps League Detachment #286, Attn: John O'Neal, 430 Acorn Lane, Downingtown, PA 19335.

-Veterans Day Parade at Gay Street at High Street old Court House, West Chester, PA on November 6, 2016.

Certificate Holder is listed as additional insured

CERTIFICATE HOLDER	CANCELLATION
The Borough of West Chester 401 E. Gay Street West Chester, PA 19380	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Special Event, Race, Public Assembly Permit 2016 (December 2015 ver.)

Borough of West Chester Services Requested

Check ALL that apply:

Police Security ☒ Police Traffic Control ☒ Police Traffic Diversion ☒

Public Works Road Closures ☒ Public Works Waste Removal ☒

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

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

BELOW FOR OFFICE USE ONLY

RECEIVED
SEP - 8 2016

Date Received: _____

Initial Checklist complete: YES NO

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

Notes: _____

_____

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

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

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

Notes: _____

_____

_____

_____

Police approval signature: _____ Date: _____

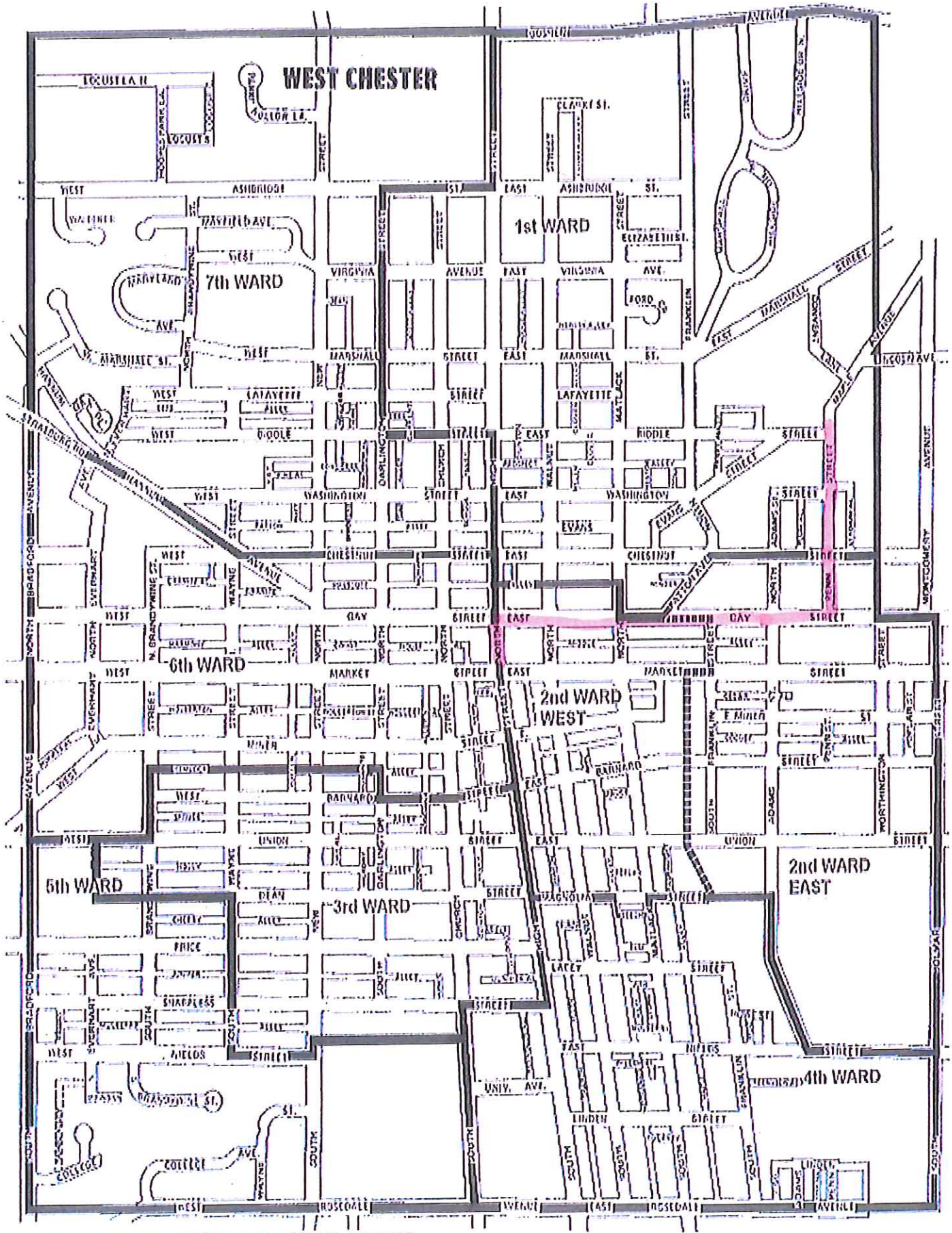
Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____



WEST CHESTER BOROUGH VOTING WARDS

Keith Kurowski

From: JAOARM@aol.com
Sent: Wednesday, September 28, 2016 1:54 PM
To: Keith Kurowski
Subject: Fwd: Veteran's Day Parade on Nov 6th

From: diane@tmacc.org
To: jaoarm@aol.com
CC: jmeisel@tmacc.org
Sent: 9/28/2016 1:26:15 P.M. Eastern Daylight Time
Subj: Veteran's Day Parade on Nov 6th
It was nice speaking with you today, John.

As long as the SCCOOT bus has access to the West Chester Transportation Center, the parade will not affect us. It sounds like the parade is traveling west on E. Gay St to High St with the ceremony being held at the Old Courthouse.

Thank you for checking with TMACC.

Have a great day,

Diane Minka, Customer Service Representative

7 Great Valley Parkway, Suite 144 Malvern, PA 19355

610-993-0911 diane@tmacc.org

TMACC
Transportation Management Association of Chester County

Dub C Racing - Brian's Run 12/11/16

Special Event, Race, Public Assemblage Permit Checklist 2016

1:30pm - 3:30pm

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Checklist

December 2015 version

RECEIVED
SEP 19 2016

- [X] Completed and signed application
- [X] Description of event
- [X] Map of event and address
- [NA] List of Food Vendors, with Chester County Health Dept. licenses (if applicable)
- [NA] List of Subcontractors with Insurance Certificates
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [ ] Borough Services requested WCPD will be needed
  - Provide description
- [X] Applicant Certificate of Insurance
  - All subcontractors need to have a COI naming the Borough of West Chester "as additionally insured"
- [X] Application fee (cash, check, or money order) Cash $250.00
  - Application fee is NON REFUNDABLE #159098
- [NA] Public Transportation approval verification (SEPTA, TMACC, and/or Krapf's Buses)
- [NA] PLCB Permit (if applicable)

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

BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Special Event, Race, Public Assemblage Permit 2016

December 2015 ver.

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

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

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

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

Application fees are NON REFUNDABLE

Applicant Information

Name of applicant/group/org. Dub C Racing Company / John Marion

Date applications was submitted to the Borough 9/15/16

Main Contact Name: John Marion

Cell phone: 484-653-9185

Home phone:

email: Briansrun@gmail.com

Main Contact address: 208 West Virginia Ave WC PA 19380

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

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

Event Information

Name of event Brian's Run

Date/s of event and times 12/11/16 - 2:00 PM - 3:00 PM

Set up and breakdown times for event 1:45 PM - 3:00 PM

Description of event (use separate sheet of paper if needed)
38th Annual Race in WC.

Event info cont'd

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

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

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

Address - Start 400 Montgomery Ave - Henderson

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

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

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

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

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

Total number of expected participants and/or attendance? _____

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

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

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

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

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

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

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

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

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

Special Event, Race, Public Assembly Permit 2016 (December 2015 ver.)

Borough of West Chester Services Requested

Check ALL that apply:

Police Security ☐ Police Traffic Control ☐ Police Traffic Diversion ☐ / on Marshall St.

Public Works Road Closures ☐ Public Works Waste Removal ☐

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

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

BELOW FOR OFFICE USE ONLY

RECEIVED SEP 19 2016

Date Received: _____

Initial Checklist complete: YES NO

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

Notes: _____

_____

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

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

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

Notes: _____

_____

_____

_____

Police approval signature: _____ Date: _____

Application Denied/Reason: YES NO

_____

_____

_____

Borough Council Approval: _____ Date: _____

Event info cont'd

Signature of applicant: x _____ Date: 9/14/16

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/5/2016

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

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

PRODUCER	CONTACT NAME: Margaret M. Mayers
STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825	PHONE (A/C, No, Ext): (260) 467-5689 FAX (A/C, No): (260) 467-5691 E-MAIL ADDRESS: margaret.mayers@starfinancial.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: National Casualty Company — 11991
INSURED Road Runners Club of America/2016 and Its Member Clubs 1501 Lee Highway, Suite 140 Arlington VA 22209	INSURER B: Nationwide Life Insurance Co. — 66869
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2016 $1M A.I. REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Legal Liability to Participant $1,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY [ ] PRO-JECT [ ] LOC OTHER:			KRO0000005887400 Abuse & Molestation Aggregate $5,000,000	12/31/2015 12:01 AM	12/31/2016 12:01 AM	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Abuse & Molestation	$ 1,000,000 $ 500,000 $ 5,000 $ 1,000,000 $ Unlimited $ 1,000,000 $ 500,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			KRO0000005887400	12/31/2015 12:01 AM	12/31/2016 12:01 AM	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
B	Excess Medical & Accident ($250 Deductible/Claim)			SPX0000027201500	12/31/2015 12:01 AM	12/31/2016 12:01 AM	Excess Medical AD & Specific Loss	$10,000 $2,500

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

CERTIFICATE HOLDER IS NAMED AS AN ADDITIONAL INSURED AS RESPECTS TO THEIR INTEREST IN THE OPERATIONS OF THE NAMED INSURED. DATE OF EVENT(S): 12/11/16 Brian's Run-Road Race INSURED RRCA CLUB/EVENT MEMBER: Chester County Running Club, Att'n: Kevin Kelly; 24 South High Street, West Chester, PA 19382

CERTIFICATE HOLDER

12/11/16 Borough of West Chester
401 East Gay Street
West Chester, PA 19380

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Terry Diller/LIO Terry R. Diller, CPCU

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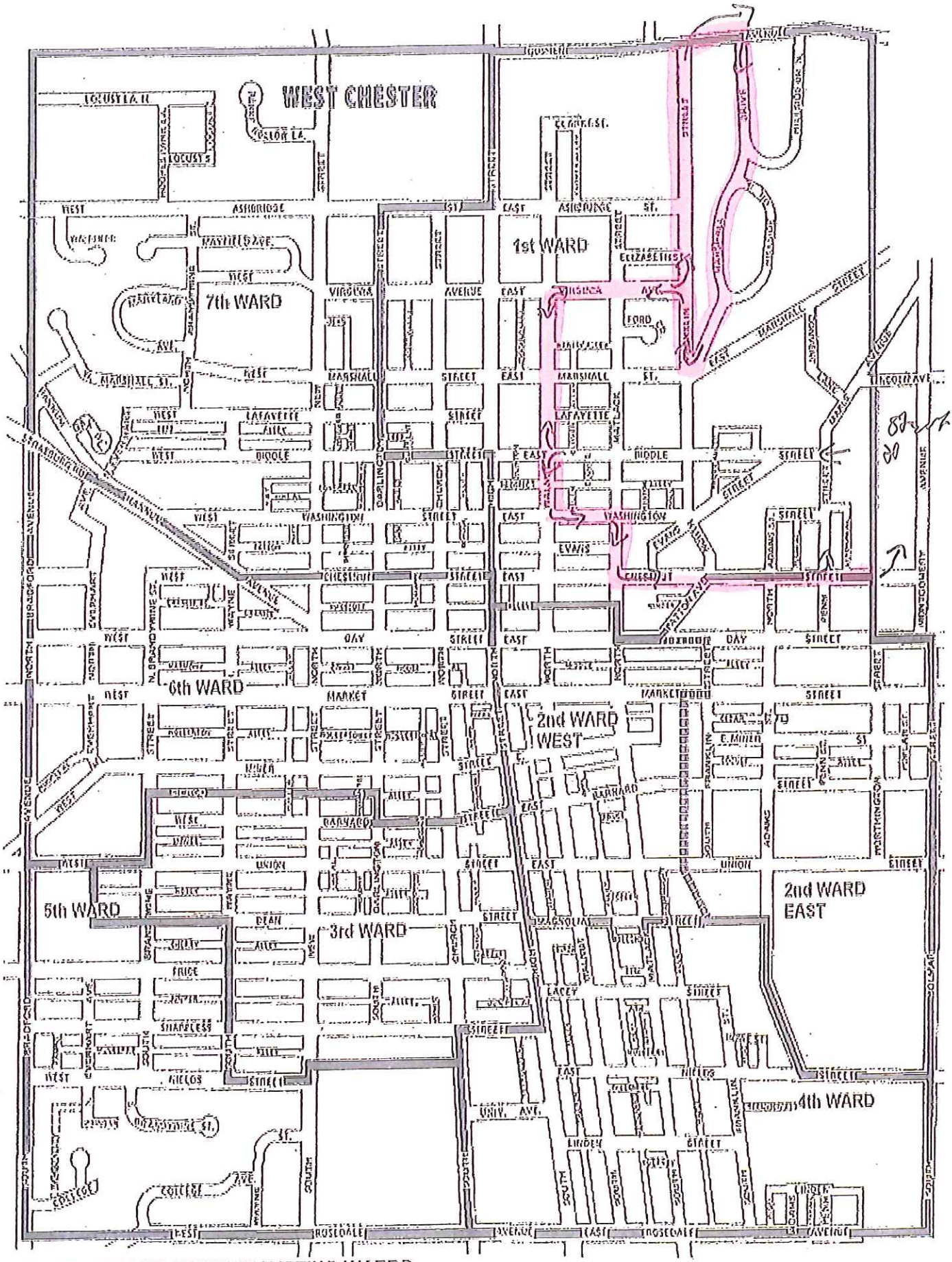

WEST CHESTER BOROUGH VOTING WARDS

Brian's Run Course -
Start - in front of Henderson.
West on Biddle - South on Walnut -
East on Washington - South on Matlack -
East on Chestnut - North on Penn
West on Biddle - North on Matlack
East on Virginia - North on Franklin
(Goes into West Goshen)
Off of Goshen Road - South on
Marshall Drive - North on Franklin
West on Virginia - South on Matlack -
East on Chestnut - Finishes on the
track at Henderson.

9/27/16 TE

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

2016 ~~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: Hannah Vogelsong

Organization: Delta Phi Epsilon

Address: 230 E. Rosedale, Apt. 109, West Chester, PA 19382

Phone: (484)-888-2365 Email: hannahvogelsong@yahoo.com

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

Requested Dates:

Requested Installation Date: November 3, 2016

Requested Removal Date: November 17, 2016

Installation Information:

Organization responsible for Installation and Removal of Banner: Delta Phi Epsilon

Contact Person: Hannah Vogelsong

Phone Number: 484-888-2365

E-Mail: hannahvogelsong@yahoo.com

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

*Picture is attached.

Requested Location Information: (any of them, whichever is free)

- ☐ 3 West Gay Street (28' 3")
- ☐ 2 North High Street (45' 3")
- ☒ 22 West Market Street (42' 10")
- ☐ 36 East Market Street (36" 1')

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

BANNER CONSTRUCTION DESIGN REQUIREMENT

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

REGULATIONS AND CONDITIONS DISPLAY OF BANNERS

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

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

7. Applicants and the sponsoring organization(s) and applications assume sole and exclusive liability in connection with any and all aspects of the banner, including but not limited to its content, installation, removal, and maintenance.

8. The Applicant and the sponsoring organization(s) hereby agree to indemnify, defend and save and hold harmless the Borough of West Chester, its officers, employees, agents, Council members and their successors and assigns (collectively, the Indemnified Party) from and against, and to reimburse the Indemnified Party with respect to, any and all claims, demands, causes of actions, losses, damages, liabilities, costs and expenses (including reasonable attorney's fees and expenses and court costs) asserted against or incurred by the Indemnified Party by reason or arising out of the Applicant's and the sponsoring organization(s)display of a banner across a street or way in the Borough of West Chester.

9. The Borough of West Chester is not responsible or liable for ripped, torn, or otherwise damaged banners. It is the responsibility of the applicant to secure a company to hang and take down their banner on the approved dated.

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

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

Hannah Vogelsong — **Applicant Signature**

9/27/16 — **Date**

For Borough Use Only:

☐ Approved ☐ Denied

Borough Manager Signature: _____ Date: _____

September 2016

To Whom It May Concern:

Please be informed that Hannah Vogelsong and the sisters of Delta Phi Epsilon are soliciting for their Deepher Dude Event being held at West Chester University on November 16, 2016 which will benefit the Cystic Fibrosis Foundation. We are asking for your help by donating items or gift certificates that can be used for auction or sale during the event. Any funds that you donate will help in our effort to raise monies for research to find a cure for Cystic Fibrosis, and help children with this progressive and fatal disease live a healthier life.

Your support will make an impact! Cystic fibrosis is a life-threatening genetic disease that affects the lungs and digestive systems of approximately 30,000 children and adults in the United States (70,000 worldwide). More than 10 million Americans are symptomless carriers of the defective CF gene. Using the same results-driven approach of a for-profit company, The CF Foundation created a robust pipeline of therapies; including treatments targeting the underlying cause of CF. We will not rest until the fight against CF is brought to a triumphant close.

Your commitment will make a difference in the lives of all cystic fibrosis patients.

We thank you for your support in the fight against cystic fibrosis. The Cystic Fibrosis Foundation's tax exempt information is available upon request. If you have any questions, please do not hesitate to contact us at (610) 325-6001.

Sincerely,

Kate Hylan

Kate Hylan
Development Director
khylan@cff.org

The Cystic Fibrosis Foundation has unrestricted financial reserves of about 15 times its budgeted annual expenses, following a one-time royalty sale in 2014. These funds, along with the public's continuing support, are needed to help accelerate our efforts to pursue a lifelong cure for this fatal disease, develop lifesaving new therapies and help all people with CF live full, productive lives. To request a copy of our Strategic Plan, email info@cff.org or call 800 FIGHT-CF.

Cystic Fibrosis Foundation
Delaware Valley Chapter
Marple Commons, 2004 Sproul Road, Suite 208, Broomall, PA 19008

Delta Phi Epsilon Invites You...

DEEPHER DUDE

HE'S THE ONE THAT WE WANT

November 16th, 2016 at 7:00pm

Asplundh Concert Hall, West Chester University

ALL PROCEEDS BENEFIT

THE CYSTIC FIBROSIS FOUNDATION

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

2016 BANNER APPLICATION

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

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

Applicant Information:

Name: Stanley Edwards

Organization: Stanley's Dream foundation

Address: 3 W Jonathan Ct, Kennett Sq. Pa 19348

Phone: 484-888-8801 Email: Sedwards247@comcast.net

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: ~~December 1, 2016~~ 12.14.16

Requested Removal Date: ~~January 8, 2017~~ 1-8-17

Installation Information:

Organization responsible for Installation and Removal of Banner: _____

Contact Person: Kevin M. Beans

Phone Number: 610-436-1349

E-Mail: Kbeans@west-chester.com

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

STANLEY'S Dream - 5K RUN / WALK - supporting The Fight Against Brain Cancer

NEW YEARS DAY • W C LOOP

SPONSORS Listed on Banner are: Chester County Running Store, Zachary's BBQ, Mercedes-Benz West Chester, Barnaby's Willie Anderson Select Agent State Farm Insurance, wells fargo

4 of 8

Requested Location Information:

- [x] 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
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5. All banners should have reinforced corners to protect against wind damage.

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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.

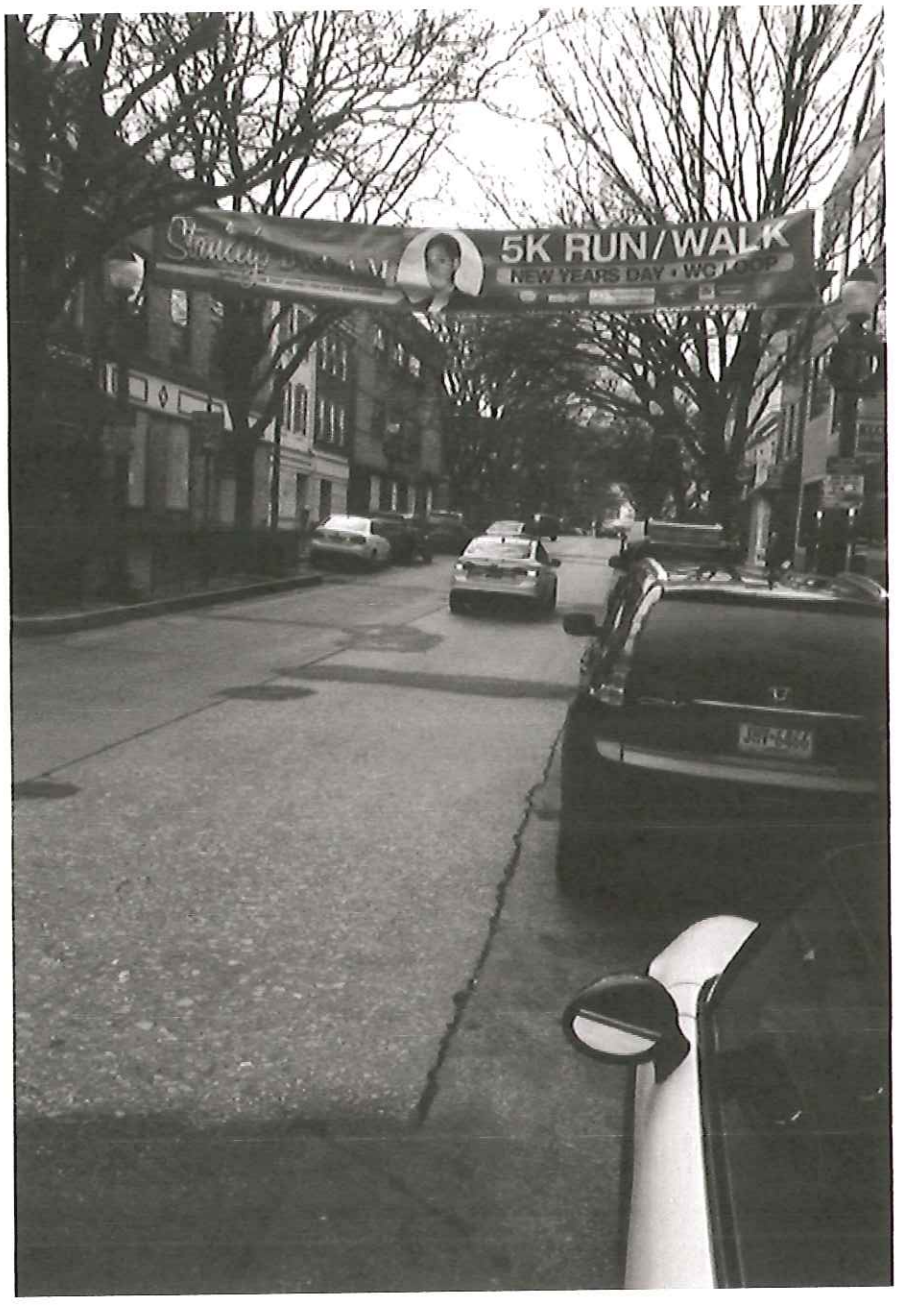
Stanley Edwards _____ 5-23-2016 _____

Applicant Signature **Date**

For Borough Use Only:

☐ Approved ☐ Denied

Borough Manager Signature: _____ Date: _____


5K RUN/WALK
NEW YEARS DAY

MEMORANDUM

TO: Michael A. Cotter, Borough Manager

FROM: O'B. Laing, Director Public Works

DATE: October 05, 2016

RE: TREE PLANTING BID RECOMMENDATION

Recommendation:

That Borough Council award the Tree Planting contract to the low bidder Countywide Landscape for a total bid price of $22,035.00. The contractor is currently on contract with the Borough for its mowing activities, and have so far proven to be very competent and reliable.

Background:

This was bid for the annual tree planting program and was opened on Tuesday October 04, 2016. Only one bid was received and that was from Countywide Landscape. The project entails planting of 200 shade trees at various locations throughout the Borough and the planting period includes, fall of 2016, spring and fall of 2017.

You may recall bids were solicited for this project before but no bids were received at that time. It should be also noted this tree planting cost will be covered entirely by the Pillagalli bequest funds.

Respectfully Submitted

AGREEMENT

THIS AGREEMENT for services entered into this 3rd day of October, 2016, by and between Countywide Landscape, with an address of 1051 Marion Dr W/CPA ("Contractor") and the **BOROUGH OF WEST CHESTER**, a Home Rule municipality with its principal office at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter called the "Borough").

WHEREAS, the Borough has requested Contractor to Plant Shade Trees [Identify scope of Contractor's work]; and

WHEREAS, Contractor is qualified to and has agreed to perform such services as are more particularly described in a Proposal dated _____, which Proposal is attached hereto and which shall become a part of this Agreement under and subject to all of its terms and conditions.

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

1. **Services**.

A. Contractor will perform the services described in the Proposal which is attached to this Agreement (the "Services"). These Services shall be performed in accordance with the terms of this Agreement and the Proposal and in accordance with all regulatory requirements in effect. The scope of the Services to be performed by Contractor may be modified from time to time by an addendum to this Agreement agreed to in writing by Contractor and the Borough. Under no circumstances shall Contractor subcontract any of the Services hereunder without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion. If the terms of this Agreement and the Proposal are inconsistent, the terms of this Agreement shall control.

B. The Contractor represents and warrants to the Borough that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its duties.

2. **Contractor's Responsibility**.

The responsibilities of the Contractor under this Agreement are as follows:

A. The Services will be performed on behalf of and solely for the exclusive use of the Borough and for no others. The Services performed by Contractor shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession and field in the same locale acting under similar circumstances and conditions.

B. The Contractor shall be and remain liable in accordance with applicable law for all damages to the Borough caused by the Contractor's negligent performance of any of the Services furnished under this Agreement or furnishing services contrary to the terms of this Agreement.

3. **Compensation.**

A. The Borough shall compensate Contractor in accordance with the rates set forth in the Proposal. Unless the Borough in good faith disputes any item on an invoice, the Borough agrees to pay Contractor's invoices within thirty (30) days of the invoice date, but no earlier than ten (10) days after the next meeting of Borough Council of the Borough of West Chester (the "Borough Council"), provided that the invoice is delivered at least ten (10) days prior to the date Borough Council meets to approve any unpaid invoices; otherwise, the invoice will be paid within ten (10) days of the next meeting of Borough Council. If Contractor determines at any time prior to the completion of its Services that the amount of its estimate for such Services will be exceeded, Contractor shall notify the Borough in writing the cause of such excess cost and of its best estimate to complete the remaining Services. The Borough shall have the right upon receipt of such estimate to: (1) increase the Contractor budget by the negotiated amount; (2) insist on completion of the Services for the price and scope originally outlined on the Appendix; or (3) agree with Contractor for a reduction in the scope of Services remaining to be performed under the Proposal, so that the total amount to be paid for the Services shall approximate the original estimate.

B. In the event that the Borough disputes any invoice submitted by Contractor it will, prior to the scheduled payment date of such invoice, advise Contractor in writing of the dispute and the cause of such dispute with a suggested resolution of the dispute if one is available.

4. **Disputes.**

All controversies or claims arising out of or related to this Agreement, or breach thereof, shall be filed in the Court of Common Pleas of Chester County, Pennsylvania. The prevailing party shall be entitled to recover its reasonable attorney fees and costs. Neither party will be responsible to the other for punitive or consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

5. **Indemnification and Insurance.**

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

reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

B. Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in Best Insurance Key rating Guide, the following policies of insurance:

(i) Commercial general liability insurance, including property damage liability and personal injury liability of not less than $1,000,000 for each occurrence and a $2,000,000 minimum aggregate amount.

(ii) Automobile bodily injury liability insurance of not less than $500,000 each person; $500,000 each occurrence.

(iii) Statutory Workman's Compensation and employer's liability insurance of $100,000/occurrence.

(iv) Professional liability insurance covering damages to the Borough and others resulting from errors or omissions of Contractor of not less than $2,000,000.

[NOTE: Insurance requirements may be adjusted depending on scope of services.]

C. All policies of commercial general liability insurance required hereunder shall name the Borough, its officers, supervisors and employees as additional insured's. Specifically, Contractor commercial general liability insurance policy shall name the Borough, its officers, agents, supervisors, elected officials and employees as an additional insured under ISO endorsement CG 20 26 07 04 or non ISO equivalent. A copy of ISO endorsement CG 20 26 07 04 is attached hereto as Exhibit "A." The Independent Contractor's CGL insurance policy shall also afford coverage for "bodily injury" or "property damage" arising out of the "products-completed operations hazard." Any policy or policies of insurance maintained by Contractor shall be primary and non-contributory.

D. Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by U.S. certified mail, return receipt requested, to the Borough.

E. Regardless of the minimum insurance requirements herein, the Contractor shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

F. The Contractor shall furnish the Borough with certificates of insurances and the requisite endorsements for all required insurance, prior to the Borough's execution of the Agreement and the start of work.

G. Upon notification of receipt by the Borough of a notice of cancellation, major change, modification or reduction in coverage, the Contractor shall immediately, after the effective date of a new or renewal policy, file with the Borough a copy of the required new or renewal policy and certificates for such insurance and list the Borough as additional insureds.

H. If at any time during the term of this Agreement, or any extension thereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by the Borough. Any failure to maintain the required insurance shall be sufficient cause for the Borough to terminate this Agreement.

I. If the Contractor should subcontract all or any portion of the work to be performed under this Agreement, the Contractor shall cover the subcontractor or sub-Contractor and require each subcontractor or sub-Contractor to adhere to all subparagraphs of this Insurance section, written evidence of which shall be provided to the Borough prior to commencement of work by the subcontractor or sub-Contractor. Similarly, any cancellation, lapse, reduction or change of subcontractors or sub-Contractors insurance shall have the same impact as described above.

6. **Schedule**.

Contractor will perform the services in a manner consistent with the standard of care stated in paragraph No. 2 above and in the time period set forth in the Proposal.

7. **Assignment**.

Contractor will not delegate, assign, sublet or transfer any of its obligations or interests in this Agreement without the prior written consent of the Borough.

8. **Independent Status**.

Contractor shall serve as an independent contractor to the Borough and not as its agent or employee. Should it be determined appropriate or necessary to rely on subcontractors, Contractor shall obtain written consent from the Borough. The Borough shall assign a representative authorized to act on the Borough's behalf with respect to the Services to be performed pursuant to this Agreement. The Borough or such authorized representative shall render decisions in a reasonably timely manner after alternative courses of action are presented in reasonable detail pertaining to Contractor's Services to avoid unreasonable delay in the orderly and sequential progress of Contractor's Services.

9. **Termination.** This Agreement may be terminated in whole or in part, in writing by either party subject to the terms, definitions, conditions and remedies as set forth herein.

(1) Definitions.

(a) Termination: To immediately discontinue rendering services hereunder.

(a) Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by the terminated party.

(c) Convenience: At will of terminating party without fault of the terminated party, and without justification.

(2) Right to Terminate.

(a) Fault of Contractor: the Borough may terminate this Agreement upon failure of Contractor to perform its obligations under the Agreement.

(b) Fault of the Borough: Contractor may terminate this Agreement upon failure of the Borough to perform its obligations under the Agreement.

(c) Convenience of the Borough: The Borough may terminate this Agreement at its convenience. Contractor may not terminate the Agreement for its convenience.

(3) Remedies upon Termination.

In the event of termination hereunder, the following rights and remedies shall apply:

(a) Fault of Contractor: If termination is caused by the fault of the Contractor, then:

(i) Subject to offset for costs incurred by the Borough to complete the scope of work as set forth in Section 3(a)(iii) below, including the costs of reasonable attorneys' fees and engineering fees, the Borough shall pay Contractor for all services and expenses rendered to the date of termination in accordance with compensation terms in the Agreement.

(ii) The Borough shall not pay anticipated profits or other penalties or damages.

(iii) Contractor shall pay the Borough all reasonable/necessary costs incurred by the Borough to complete Contractor's scope of work. Such costs may include the cost incurred by the Borough of employing another Contractor to complete such work, provided Contractor was given notice of any alleged fault and a reasonable opportunity to cure such alleged fault.

(b) Fault of the Borough: If termination is caused by the fault of the Borough, then:

(i) The Borough shall pay Contractor for all authorized services and expenses rendered by Contractor to date of the termination.

(ii) The Borough shall not pay for anticipated profits or other penalties or damages.

(c) Convenience of the Borough: In the event of termination for convenience by the Borough, then:

(i) The Borough shall pay Contractor for authorized services and expenses to date of termination, including the pro rata share of any fixed fee(s) to that date.

(ii) The Borough shall not pay for anticipated profits or other penalties or damages.

(4) Termination of Contractor for Default Reversed.

(a) If, after termination for failure of Contractor to fulfill contractual obligations, it is determined by a court of competent jurisdiction or the Borough that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Borough. In such event, payments to the Contractor shall be made as provided in Paragraph 3(c) of this clause.

(5) Notice Requirements.

(a) No termination for fault or convenience shall take place hereunder by either party, unless:

(i) An opportunity for consultation is afforded between the parties prior to sending the notice of termination; and

(ii) A notice of termination is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination, by certified mail, return receipt requested. The termination shall be effective upon receipt of the certified mail.

(6) Obligations upon Termination.

(a) Upon receipt of a termination action for fault or convenience as set forth above, the Contractor shall:

i. Promptly discontinue all affected work (unless notice directs otherwise); and

ii. Deliver or otherwise make available to the Borough all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor in performing this Agreement whether completed or in process and all digital documents need to be updated to their latest software revision.

iii. The Borough may take over the work and/or may award another party an Agreement to complete the work hereunder.

iv. Contractor shall be prohibited from disclosing any information pertaining to the Project, including, but not limited to the name of the Borough and the name of the Project, in Contractor's advertisement and/or public relations materials without the prior written consent of the Borough.

10. **Applicable Law**.

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary.

11. **Nondiscrimination**.

Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to nondiscrimination and equal employment opportunity.

12. **Notices**.

All notices or other communications required or permitted hereunder shall be in writing and shall be deemed given and received, when delivered personally, or the day after sent by an express overnight delivery service, or three (3) days after posting when sent by certified United States mail, postage prepaid, addressed as follows:

If to Contractor: County wide

1051 Marlene Dr

West Chester, PA 19380

If to the Borough: 401 E. Gay Street
West Chester, Pennsylvania 19380
Attn: Michael A. Cotter, Borough Manager

Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this subsection for the giving of notice.

13. **Miscellaneous**.

A. Regardless of where the services of the Contractor and its subcontractors under this Agreement are actually performed, they shall be deemed to be performed in West Chester, Chester County, Pennsylvania.

B. The Contractor agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under this Agreement that are in the possession of the Contractor. The Contractor further acknowledges that any documents or work product produced by Contractor under this Agreement may be subject to public disclosure as required under the Act and that Contractor hereby agrees work with the Borough to timely produce any such documents as required under the Act. The Contractor agrees to indemnify and hold the Borough harmless for any penalties or damages incurred by the Borough that are related to the Contractor's failure to abide by the terms of this paragraph. The terms of this paragraph shall survive termination of the Agreement.

C. All work product of the Contractor for this project, including work product created in electronic format, are instruments of service for this project only and shall become the property of the Borough whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement. Any reuse of Contractor work product for any purpose other than that specifically intended in this Agreement, including providing a copy of any Contractor work product to a third party not specifically identified herein, will be at the Borough's sole risk and without financial liability or legal expense to Contractor.

D. Neither the Borough nor Contractor shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lock-outs, accidents or other events beyond the control of the other or the other's employees and agents.

E. In the event the Borough retains the services of counsel in connection with the enforcement of any rights under this Agreement, whether or not legal proceedings are instituted and whether or not the Borough formally declares default, the Borough shall be entitled to collect from Contractor all of its reasonable counsel fees and costs incurred.

F. In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

G. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Borough and Contractor.

H. The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter.

I. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties.

J. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement.

ATTEST:

BOROUGH OF WEST CHESTER

_____
Michael A. Cotter, Secretary

BY: _____
_____, President
Borough Council

CONTRACTOR

ATTEST:

_____
Secretary

By: _____
Name:

SECTION D

BIDDER QUALIFICATION STATEMENT

1. INTRODUCTION

A. This document must be included as part of the Bid submission. Failure to submit a fully completed and executed Bidder Qualification Statement may be considered justification for rejection of the bid.

B. This Bidder Qualification Statement is submitted with respect to the following project:

Project Name: Shade Tree

2. GENERAL INFORMATION

A. Name of Bidder: Infinity Property Solutions DBA: Countywide Landscape

B. Address of Bidder: 1051 Marlene Dr. W/C PA 19380

C. Telephone of Bidder: 610-285-9727

D. Email address of Bidder: Countywidelandscape@comcast.net

3. ORGANIZATION BACKGROUND

A. Type of Organization:

X Corporation ___ Individual ___ Partnership
___ Joint Venture ___ Other: _____

B. How long has your organization been in business:
   1. As a contractor: 10 years
   2. As a contractor engaged in construction work of the type proposed under this Contract: 10 years
   3. Under your current business name: 10 years

C. If the bidder is a corporation, complete this section:
   1. Date and State of Incorporation: PA 2006
   2. Name and Titles of Officers:
      Andrew McFarlane - President

B. Affidavit

State of Pennsylvania, County of Chester

I, Tara Horwoth, being duly sworn, according to law depose
(name of official)

and say that I am the Notary Public, of the above organization,
(position)

and that the responses provided in the Bidder Qualification Statement, including any attachments thereto are true and correct to the best of my knowledge and belief.

Sworn and Subscribed Tara A Horwoth
(Signature of Official)

To before me
this 4th day of October, 2016.

Tara A Horwoth
Notary Public

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TARA A HORWOTH
Notary Public
WEST CHESTER BORO, CHESTER COUNTY
My Commission Expires May 8, 2019

Non-Collusion Affidavit

State of Pennsylvania :

County of Chester :

I state that I am Andrea McFarlane (Name), President (Title) of Infinity Property Solutions DBA Countywide Landscape (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain form bidding on this Contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement of discussion with or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. Countywide Landscape (name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follow:

Non-Collusion Affidavit

I state that Infinity Property Solutions DBA Countywide Landscape (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by the Borough of West Chester as the true facts relating to the submission of bids for this Contract.

By Andrew McFarland

Title President

Sworn and subscribed before me this 14th Day of October, 2016

Notary Public

My Commission Expires 5/8/19

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TARA A HORWOTH
Notary Public
WEST CHESTER BORO, CHESTER COUNTY
My Commission Expires May 8, 2019

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date 10/3/16

Business or Organization Name (Employer) Infinity Property Solutions DBA Countryside Landsca

Address 1051 Marlin Dr

City West Chester State PA Zip Code 19380

☒ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description Shade Tree planting

Project Location West Chester Borough

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, Andrew McFarlane, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature

Worker's Compensation Affidavit

State of) Pennsylvania

) §

)

County of) Chester

)

Andrew M. Farlane being duly sworn according to law deposes and says that (he has)(they have)(it has) accepted the provisions of the Worker's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with it supplements and amendments, and (has)(have) insured (his)(their)(its) liability thereunder in accordance with the terms of said Act with

Berkshire Hathaway

(SURETY COMPANY)

Andrew M. Farlane Countywide Landscape

CONTRACTOR (TYPE OR PRINT)

BY Andrew M. Farlane

NAME (TYPE OR PRINT) SIGNATURE

Sworn to and subscribed to me this 4th day of October A.D. 2016

Tara A. Horwath

My Commission Expires 5/8/19

DATE

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
TARA A HORWOTH
Notary Public
CHESTER BORO, CHESTER COUNTY
My Commission Expires May 8, 2019

TD BANK
AMERICA'S MOST CONVENIENT BANK

1907

3-160/360
294

COUNTYWIDE LANDSCAPE 01-13
P.O. BOX 1264
WEST CHESTER, PA 19380

10/4/16

PAY TO THE ORDER OF West Chester Borough $ 22035.00

$ Twenty Two Thousand thirty Five dollars & 00/100 DOLLARS

MEMO 10% Surety Shade Tree

⑈001907⑈ ⑆036001808⑆ 4278620400⑈

Security Features Included Details on Back.

Updated September 13th

Public Works, Recreation & Environmental Protection Committee

September 13th, 2016 – 5:30 pm

Meeting commenced at 5:37 PM

Committee Members Present: **Don Braceland (Chair)**
Diane LeBold

Department Heads Present: O'B Laing, Keith Kurowski

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda:
   Mr. D. Cook of 506 South Walnut Street requested that Borough remove his tree.

2. Discuss proposed Memorandum of Understanding establishing a collaboration between Melton Center and West Chester Borough:
   Refer to Recreation Department's Minutes

3. Discuss Marshall Square Park Playground Project
   Refer to Recreation Department's Minutes

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

5. Discuss request for award of 2016 (Fall) Tree Planting Contract
   (Scheduled BID opening 9/12/2016)
   Public Works Director informed the committee that bids were solicited for the Shade Tree planting program but there weren't any bids submitted by any of the contractors that scrutinized the bids. PWD will however make another solicitation effort. No action was necessary for this item

6. Discuss proposed Ordinance to redefine and expand the scope of the Shade Tree Commission:
   There were several amendments recommended for the ordinance which was subsequently sent onto full council by a vote of 2-0

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

   These items were recommended to full council by a vote of 2-0

8. Discuss Items for Municibid Sale
   (See attached list)

   All items were recommended by a vote of 2-0

9. Discuss CH2M Green Infrastructure Design Services Proposal

   This was recommended by a vote of 2-0

10. **The Borough Manager gave an overview of the contents of the Memorandum of Understanding by and between the Borough of West Chester, West Goshen Township and West Chester University with regards to traffic enhancement improvements along the Rosedale Avenue corridor**

11. Discuss July Minutes

12. Discuss August Minutes

Both items 11 and 12 were tabled because of the absence of required amended attachments

Meeting was adjourned at 7:10 PM

Submitted by: O'B Laing

Updated September 13th

Public Works, Recreation & Environmental Protection Committee Minutes

Parks and Recreation items only

September 13th, 2016 – 5:30 pm

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

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

5:33pm Meeting called to order by Chair, Don Braceland

1. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
   5:33pm
   Mary Barrett, chair of the Recreation Commission, introduced James Raudenheimer (High School liaison to the Recreation Commission)

2. Discuss proposed Memorandum of Understanding establishing a collaboration between Melton Center and West Chester Borough
   5:35
   Keith Kurowski and Mac Cotter briefly reviewed the efforts that have been taking place for that last few months. A MOU (Memorandum of Understanding) is being prepared by Sam Stretton, Esq. and will be presented at a later date for Committee and Council review before any action is taken.

3. Discuss Marshall Square Park Playground Project
   5:47
   The project was presented to the Committee. The project is being organized through NJPA (Nation Joint Power Alliance, very similar to PA Co Stars). We will be asking for approval of the contract from Council at their work session on 9/21/16.

4. Discuss Special Event Permits
   5:58
   a. West Chester University Homecoming – 10/22/2016
   - 2-0 yes pending WCPD approval
   b. Chester County "Color Run" – 5k – 11-5-2016
   - 2-0 conditional yes for the 5k/event
     - 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

- 2-0 yes pending WCPD approval

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

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

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

8. Discuss Items for Municibid Sale
   (See attached list)

9. Discuss CH2M Green Infrastructure Design Services Proposal

10. Discuss July Minutes

11. Discuss August Minutes
12. Adjournment
    6:54pm