



Parking Committee Meeting
September 8, 2026 @ 6:30 PM
This meeting is recorded for public record.

Committee Members:

Stephen Marvin, Chair
Bernie Flynn
Lisa Kearns

Director of Parking Services: Ramsey Reiner
Borough Manager: Sean Metrick

Parking Committee Meeting:

I. Call to Order

II. Announcements

III. Comments

Comments, suggestions, petitions by residents, taxpayers and visitors in attendance regarding items that are not on the agenda. Please be advised there is a 5-minute time limit which is at the discretion of the Council President and/or Chair.

IV. Reports

A. Garage management report: Colonial Parking

B. Parking Director's Report

C. 2027 Parking Services Department Budget

V. Old Business

A. Motion to approve August 2026 Parking Committee meeting minutes

B. Motion to approve Hotel Indigo garage space lease – Chestnut St garage
Issue: Per land development plans, Borough is required to provide 55 spaces at Chestnut Street Garage for hotel use. Lease needs to be updated to include overage MOU terms and conditions for renewal.

C. Motion to approve resolution to update handicapped parking spaces within the Borough.
Issue: Spaces need to be updated to include 638 East Miner Street and 322 West Gay Street.

VI. New Business

A. Motion to approve proposal for services for elevator maintenance. (attachment)

Issue: Approve contract with Code Elevator for Chestnut Street Garage, Bicentennial Garage and Borough Hall.

- B. Motion to amend Chapter 77 to exclude 410 S High Street townhomes from Residential Parking Permit Program

Issue: Previous discussion by Council requested action to remove this new land development from the permit program.

VII. Other Business

VIII. Adjournment

Visit www.west-chester.com for access to all attachments.

Agendas are posted to www.west-chester.com by noon 3 business days prior to the meeting.

West Chester Borough Combined Parking Garage Performance Report

Executive Summary

Month: Aug-26



	Current Month				Year-To-Date		
	Aug-26 Actual	Aug-26 Budget	Jul-26 Actual	Aug-25 Actual	Aug-26 Actual	Aug-26 Budget	Aug-25 Actual
	Current Month		Prior Month	Prior Year	Current Month		Prior Year
Total Revenue	254,915	234,214	223,771	228,709	1,898,018	1,841,632	1,780,121
Operating Expenses	62,481	92,516	43,130	73,059	399,366	436,018	419,731
Net Operating Income	192,434	141,698	180,641	155,650	1,498,652	1,405,614	1,360,390

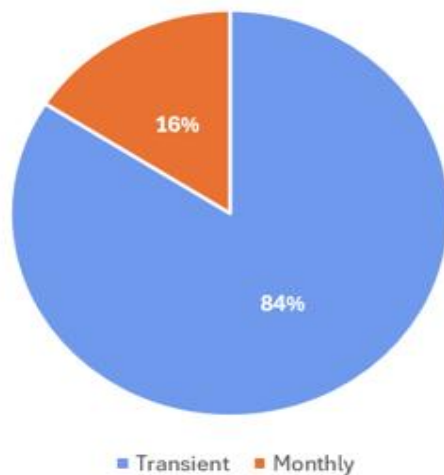
	Aug-26 Actual	Jul-26 Actual	Aug-25 Actual
	Current Month	Prior Month	Prior Year
# of Contract Parkers billed			
Bicentennial Garage	328	323	286
Chestnut St Garage	627	630	634
Combined WC Garages	955	953	920
Average Transient Revenue/Day			
Bicentennial Garage	2,002	1,622	1,915
Chestnut St Garage	2,161	1,934	1,502
Combined WC Garages	4,163	3,556	3,417
Average Tickets/Day			
Bicentennial Garage	508	409	513
Chestnut St Garage	565	501	418
Combined WC Garages	1,073	910	931

Peak Occupancy		
	Bicentennial	Chestnut
Date	8/21/2026	8/21/2026
Count	358	681
Time	6p-7p	5p-6p

Average Ticket Value: \$3.92

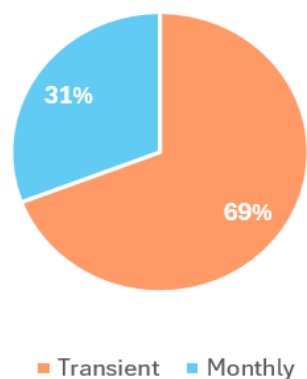


Bicentennial Peak Inventory on 8/21/2026
between 6p-7p



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Chestnut Peak Inventory on 8/21/26
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West Chester Borough Parking Garage Performance Report

Month: Aug-26



Bicentennial Garage (371-spaces):

Current Month							YTD							
Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year		Revenue	Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year	
		\$	%		\$	%				\$	%		\$	%
62,074	58,323	3,751	6.4%	59,089	2,985	5.1%	Transient	463,258	451,535	11,723	2.6%	439,669	23,589	5.4%
36,713	32,190	4,523	14.1%	30,472	6,241	20.5%	Contract	277,730	257,520	20,210	7.8%	246,401	31,329	12.7%
	-	-	#DIV/0!	-	-	#DIV/0!	Special Event	-	-	-	#DIV/0!	-	-	#DIV/0!
746	396	350	88.3%	360	386	107.1%	Validations	6,476	3,168	3,308	104.4%	2,781	3,695	132.8%
(892)	(666)	(226)	34.0%	(546)	(346)	63.4%	Payment Proc Fees	(6,929)	(5,328)	(1,601)	30.0%	(3,683)	(3,246)	88.1%
98,640	90,243	8,397	9.3%	89,375	9,265	10.4%	Total Revenue	740,535	706,895	33,640	4.8%	685,168	55,367	8.1%
22,761	58,676	(35,915)	-61.2%	33,905	(11,144)	-32.9%	Operating Expenses	166,556	223,414	(56,858)	-25.4%	192,019	(25,463)	-13.3%
75,879	31,567	44,312	140.4%	55,470	20,409	36.8%	Net Operating Income	573,979	483,481	90,498	18.7%	493,149	80,830	16.4%
13,805														
# of Contract Parkers billed:		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
		321	316	311	313	319	323	323	328	336				

Chestnut Street Garage (689-spaces):

Current Month							YTD							
Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year		Revenue	Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year	
		\$	%		\$	%				\$	%		\$	%
66,976	65,987	989	1.5%	57,375	9,601	16.7%	Transient	486,099	510,865	(24,766)	-4.8%	477,652	8,447	1.8%
90,117	78,505	11,612	14.8%	81,922	8,195	10.0%	Contract	674,355	628,040	46,315	7.4%	619,496	54,859	8.9%
	-	-	#DIV/0!	-	-	#DIV/0!	Special Event	-	-	-	#DIV/0!	-	-	#DIV/0!
890	868	22	2.6%	1,152	(262)	-22.7%	Validations	10,488	6,944	3,544	51.0%	5,782	4,706	81.4%
(1,709)	(1,389)	(320)	23.0%	(1,115)	(594)	53.2%	Payment Proc Fees	(13,459)	(11,112)	(2,347)	21.1%	(7,977)	(5,482)	68.7%
156,275	143,971	12,304	8.5%	139,334	16,941	12.2%	Total Revenue	1,157,483	1,134,737	22,746	2.0%	1,094,953	62,530	5.7%
39,720	33,840	5,880	17.4%	39,154	566	1.4%	Operating Expenses	232,810	212,604	20,206	9.5%	227,712	5,098	2.2%
116,555	110,131	6,424	5.8%	100,180	16,375	16.3%	Net Operating Income	924,673	922,133	2,540	0.3%	867,241	57,433	6.6%
49,579														
# of Contract Parkers billed:	Jan	Feb		Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
	712	701		694	688	649	656	630	627	685				

West Chester Garages Combined:

Current Month							YTD							
Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year		Revenue	Actual	Budget	Variance to Budget		Prior Year	Variance to Prior Year	
		\$	%		\$	%				\$	%		\$	%
129,050	124,310	4,740	3.8%	116,464	12,586	10.8%	Transient	949,357	962,400	(13,043)	-1.4%	917,321	32,036	3.5%
126,831	110,695	16,136	14.6%	112,394	14,437	12.8%	Contract	952,085	885,560	66,525	7.5%	865,897	86,188	10.0%
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1,636	1,264	372	29.4%	1,512	124	8.2%	Validations	16,963	10,112	6,851	67.8%	8,563	8,400	98.1%
(2,601)	(2,055)	(546)	26.6%	(1,661)	(940)	56.6%	Payment Proc Fees	(20,388)	(16,440)	(3,948)	24.0%	(11,660)	(8,728)	74.9%
254,915	234,214	20,701	8.8%	228,709	26,206	11.5%	Total Revenue	1,898,018	1,841,632	56,386	3.1%	1,780,121	117,897	6.6%
62,481	92,516	(30,035)	-32.5%	73,059	(10,578)	-14.5%	Operating Expenses	399,366	436,018	(36,652)	-8.4%	419,731	(20,365)	-4.9%
192,434	141,698	50,736	35.8%	155,650	36,784	23.6%	Net Operating Income	1,498,652	1,405,614	93,038	6.6%	1,360,390	138,262	10.2%
63,384														
# of Contract Parkers billed:		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
		1,033	1,017	1,005	1,001	968	979	953	955	1,021	0	0	0	

Notes:

West Chester Borough Parking Garage Performance Report

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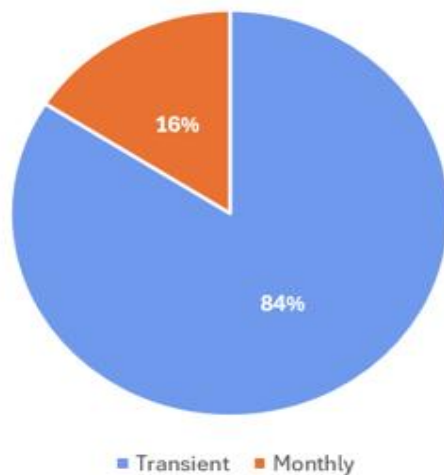
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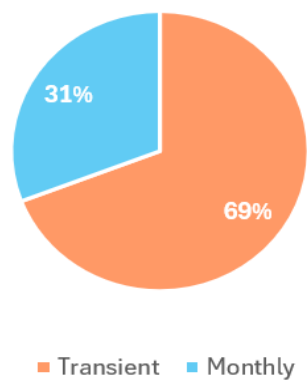


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Chestnut Peak Inventory on 8/21/26
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Parking Services Department 2027 Budget

Ramsey Reiner, Assistant Borough Manager &
Parking Director

Monica Campbell, Assistant Director of Parking
Services

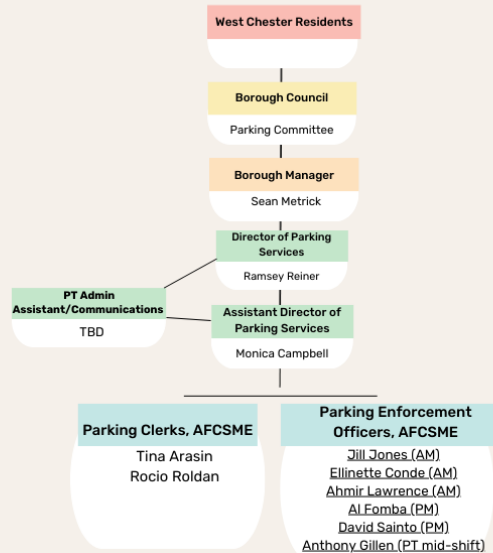
PARKING SERVICES DEPARTMENT OPERATIONS

- The current staff is comprised of 1 Director, 1 Assistant Director, 2 Clerks and 5 full-time that manage all daily operations of the Parking Services Department (PSD). Operations include:
 - Daily enforcement of permitting, state/local violations, meters, etc.
 - Meter & kiosk collections
 - Postings for construction & events
 - Customer service for resident issues regarding parking, ticket disputes and payment
 - Service liaison to the courts for citations
 - Permit questions and service

Organizational Structure

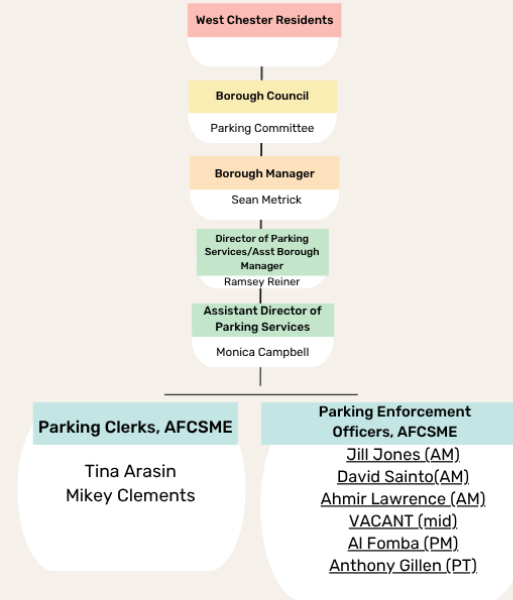
2026 Organization

PARKING SERVICES DEPARTMENT ORGANIZATIONAL CHART



2027 Proposed Organization

PARKING SERVICES DEPARTMENT ORGANIZATIONAL CHART



Goals for 2027

- Continue to focus on wayfinding and enhancements to parking in the downtown business area to increase meter/kiosk/garage revenue while bringing revenue into local businesses.
- Continue updating and enhancing lot signage, paving and wayfinding signage throughout the Borough, including entry points.
- Work with Parking Committee and Residents to overhaul the Residential Permitting Program. We need to understand what is here and plan for what is coming (future land development). This should be done in phases and with much public input.
- Consider modification of fee structure to pass along service fees for a reduction in costs to the Borough.
- RFP for bank services to reduce service costs. Reduce number of bank accounts.
- Clearer revenue/expenditure tracking through new financial software system.
- The goal for parking is to provide customer service AND enforcement.

2027 Projected Revenue

Fund	G/L Code	Dept	Account Name	Budget	Budget	Variance	over P/Y
09	33110	09	Server Fees- Constables	45,000	45,600	(600)	-1%
09	33112	09	Ordinance Violations	160,000	150,000	10,000	7%
09	33114	09	Parking Ticket Revenue	1,200,000	1,200,000	-	0%
09	34100	09	Interest Income	90,000	35,000	55,000	157%
09	36311	09	Parking Permit Revenue	200,000	200,000	-	0%
09	36321	09	Parking Meter Revenue	2,028,000	2,028,000	-	0%
09	36324	09	Parking Garage Net Revenue	2,000,000	2,000,000	-	0%
09	36325	09	Parking Garage Leased Space Revenue	120,000	122,000	(2,000)	-2%
09	36736	09	Solar/EV Charging Revenue	16,000	14,000	2,000	14%
TOTAL REVENUE				5,859,000	5,794,600	64,400	1%

- Slight projected increase in interest income.
- Opportunity to increase permit revenue by updating permit/guest pass costs.
- Minor increase in Solar/EV Charging based on annual averages.
- Net meter revenue to Borough possible increase if .25 credit card processing fee added to cover costs to Borough.

Salary Expenses

				2027	2026		Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Budget	Budget	Variance	over P/Y
09	41018 09		Salary Expense- O/T	30,000	30,000	-	0%
09	44512 09		Salary Expense- Parking	709,539	692,248	17,291	2%
09	48110 09		FICA Expense	56,575	55,252	1,323	2%
09	48330 09		NU Defined Contribution Expense	21,781	12,853	8,928	69%
09	48400 09		WC Insurance Expense	40,943	8,189	32,754	400%
09	48700 90		Insurance Expense- Medical	154,883	167,655	(12,772)	-8%
TOTAL SALARY EXPENSE				1,013,720	966,197	47,523	5%

- Increase includes contracted Union step raises.
- Addition of 1 full-time officer
- Reduction of PT social media coordinator
- Overtime budget is increased this year after no longer utilizing part-time evening employees.

Operating Expenses

Fund	G/L Code	Dept	Account Name	Budget	Budget	Variance	over P/Y
09	25200	09	Principal Payments	560,000	550,000	10,000	2%
09	40121	09	Office Supplies Expense	5,000	7,000	(2,000)	-29%
09	40122	09	Printing Expense	20,000	20,000	-	0%
09	40124	09	Lease Payments	2,184	4,779	(2,595)	-54%
09	40133	09	Admin Expense	3,000	3,000	-	0%
09	40431	09	Legal Expense	5,000	10,000	(5,000)	-50%
09	40616	09	Server Fee Expense-Constables	45,000	60,000	(15,000)	-25%
09	40639	09	Bank Fees	180,000	310,000	(130,000)	-42%
09	40931	09	Utilities Expense	101,000	55,551	45,449	82%
09	42007	09	Professional Fees	15,000	60,000	(45,000)	-75%
09	42010	09	Uniform Expense	3,300	4,000	(700)	-18%
09	43031	09	Fuel Expense	1,500	1,800	(300)	-17%
09	43832	09	EV Charging Expense	5,500	4,000	1,500	38%
09	44518	09	DT WC Allocation Expense	100,000	100,000	-	0%
09	44521	09	Enforcement Software Expense	92,000	42,000	50,000	119%
09	44525	09	Parking Meter Maintenance Expense	48,000	20,000	28,000	140%
09	44545	09	Parking Garage Maintenance Expense	165,035	230,000	(64,965)	-28%
09	44922	09	Armored Car Service Expense	3,072	8,200	(5,128)	-63%
09	45758	09	Parking Meter Software Expense	111,000	154,000	(43,000)	-28%
09	45774	09	Training Expense	18,000	18,000	-	0%
09	47296	09	Int Expense- 2016 2010 Refund	324,988	330,708	(5,721)	-2%
09	47299	09	Int Expense- 2013 Bicentennial	7,250	14,375	(7,125)	-50%
09	47301	09	Int Expense- 2011 Chestnut	19,973	20,873	(901)	-4%
09	48610	09	Liab/Cas/Auto Insurance Expense	70,288	62,313	7,975	13%
TOTAL OPERATING EXPENSE				1,906,090	2,090,599	(184,509)	-9%

- Goal for 2027 to streamline procurement for department
- Consideration of reduction in leased vehicle & addition of EV vehicle (Capital)
- Reduction of bank fees for credit card processing. Requires .25 charge for transactions to be passed along to consumer.
- Reduction in garage maintenance expense due to PW power washing of garages & new contract with Code Elevator.
- Armored car expense reduced to monthly pickup.
- Parking meter software reduction due to removal of single space meters.

Proposed 2027 Capital Projects

Project	Project Category	Procurement Type	2027	2028	2029	2030	2031	Project Description - location, project need, basis for cost estimate, alignment with plan, etc.
Chestnut St Solar Inverter Replacement	Building/Facilities/Grounds	Public Bid						
Garage Camera Upgrades	Technology	Purchase - COSTARS						
Wayfinding Phase 2- Borough entries	Building/Facilities/Grounds							
Lot Paving	Building/Facilities/Grounds		\$ 200,000	\$ 100,000	\$ 100,000	\$ 100,000		Darlington Street Lot (#7)
Garage EV Charging Stations	Building/Facilities/Grounds							
Elevator Upgrades	Building/Facilities/Grounds							
Garage Capital Improvements	Building/Facilities/Grounds	Public Bid	\$ 100,000		\$ 100,000			Railings, other safety-related infrastructure, preventative maintenance
Small EV Vehicle		Purchase - COSTARS	30,000					
LPR T2/ComSonics	Technology	Purchase - COSTARS	62,640					
Electronic Garage Signs	Technology	Purchase - COSTARS	5,000					
Wayfinding Ph 2	Building/Facilities/Grounds	Public Bid	60,000					
Solar inverter	Technology	Purchase - COSTARS	55,000					
Radios	Technology	Purchase - COSTARS	20,000					

- Continued lot paving & improvements continued.
- Beginning of major capital improvements for garages.
- Wayfinding for entries to Borough & cleaner parking signage throughout downtown.
- Additional LPR vehicle & reader for downtown area.

MINUTES

Parking Committee of Borough Council

Date: Tuesday, August 11, 2026 @ 6:30 PM

Committee Members: Stephen Marvin, Chair
Bernie Flynn
Lisa Kearns

Staff: Ramsey Reiner, Assistant Borough Manager & Director of Parking Services
Monica Campbell, Assistant Director of Parking Services
Sean Metrick, Borough Manager

I. Call to order **Stephen Marvin at 7:07 PM**

II. Announcements

Food Fight **Lobby of Borough Building**

Public Hearing Chapter 104 (**August 19th, 2026**)

III. Comments, suggestions, petitions by residents, property owners, and visitors in attendance regarding items not on the agenda. (Please be advised that all public comments have a 5-minute time limit.)

Kristen Voitsburger: 8-11's be changed to 9-Noon and asked about the 300 Block of South Matlack Street. Also discussed at last month's meeting.

IV. Reports

A. Garage management report (attachment)

Report was given by Chris Hankin with Colonial Parking. ParkMobile Express Pay is up and running in the garages.

- Rate comparison & proposal by Colonial Parking- need Committee feedback on items to move forward.

B. Director's report (attachment)

Report was given by Ramsey Reiner

C. Parking Committee – *Chair Report, workplan and issues raised at prior meetings*

V. Old business

A. Motion to approve July 2026 Parking Committee meeting minutes (attachment)

3-0 APPROVED

B. Motion to approve changes to Special Event Parking Policy

3-0 APPROVED

Issue: Move start time to 2 hours prior to start of the event, not including the Christmas Parade.

VI. New business

- A. Motion to approve Hotel Indigo Lease (attachment)

TABLE FOR NEXT MONTH

Issue: Per land development plans, Borough is required to provide 55 spaces at Chestnut Street Garage for hotel use. Lease needs to be updated to include overage MOU terms and conditions for renewal.

- B. Discussion regarding 222 N Walnut Street, Brian McFadden

They will receive 19 permits/2 guest passes non-residential permits.

Issue: Discussion regarding the proposed exclusion of 222 N Walnut Street in the Residential Parking Permit Program based on the property's proximity to Town Center/Chestnut Street Garage and the fact that it is not a residential property.

- C. Motion to approve updated fee schedule resolution and policy for New Street Lot (lot 3) (attachment)

3-0 APPROVED

Issue: Update policy to allow for monthly parking permits in lot from 8am-5pm Monday-Friday at current monthly daytime rate (currently \$95). Allow two vehicles per property address to apply. Permits will be sold first come, first served online.

- D. Discussion & possible motion to renew 2-year lease at Gay Street Lot with County. (attachment)
Issue: Current lease ends October 31, 2026, for Chester County to lease 79 spaces at current rate.

3-0 APPROVED

- E. Discussion regarding residential parking permit program

Issue: Requests include possible weekend enforcement, limiting of vehicles per property, study of current usage, inclusion/exclusion of properties throughout the Borough.

Parking Services will begin with the Southeast.

- VII. Other business

- VIII. Adjournment **Stephen Marvin at 8:23 PM**

Visit www.west-chester.com for access to all attachments. Agendas are posted to www.west-chester.com by noon 3 business days prior to the meeting.

Prepared by/Return to:

Kristin S. Camp, Esquire
Buckley Brion McGuire & Morris LLP
118 W. Market Street, Suite 300
West Chester, PA 19382

UPI Nos: 1-9-56.1, 1-9-56

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (the “MOU”) is entered into this ____ day of _____, 20264, between **WEST CHESTER HOTEL, LLC**, a Pennsylvania limited liability company with an address of (“Hotel”), and the **BOROUGH OF WEST CHESTER**, a home rule municipality organized and existing under and pursuant to the laws of the Commonwealth of Pennsylvania with an address of 401 E. Gay Street, West Chester, PA 19381 (“Borough”).

BACKGROUND:

WHEREAS, Hotel intends to operate a hotel on a parcel of property located along the north side of East Gay Street at the intersection with North Walnut Street in the Borough of West Chester, identified as Chester County Tax Parcel Nos. 1-9-56 and 1-9-56.1 (the “Property”);

WHEREAS, the developer of the Hotel Property, Stanford and Elsa Zukin Family Trust and Zukin Properties Trust, (collectively “Zukin”) entered an Amended and Restated Settlement Agreement dated March 20, 2019 (“Settlement Agreement”) with the Borough wherein the Borough approved the zoning for the construction of a new hotel and retail building on the Property (the “Hotel Building”); and

WHEREAS, in the Settlement Agreement, the Borough agreed that Zukin could purchase 55 monthly passes on an ongoing monthly basis in the Chestnut Street parking garage (“Garage”) and be entitled to the use of same for so long as the Hotel Building is in existence; and

WHEREAS, in order to meet the condition of the Settlement Agreement, the parties desire to enter this MOU to memorialize the commitment to allow Hotel and its successors and assigns in title to the Hotel Building the right to lease 55 parking spaces at the Garage for as long as the Hotel Building is in existence;

NOW THEREFORE, the Parties, for good and valuable consideration and intending to be legally bound, agree as follows:

1.0 Scope of Services:

- 1.1 Borough acknowledges that the Hotel is entitled to fifty-five (55) parking spaces at the Garage per the Settlement Agreement.

- 1.2 Accordingly, Borough agrees that it shall provide, for rent, fifty-five (55) parking spaces within the Garage to the Hotel for use by Hotel guests.
- 1.3 A total of twenty-five (25) parking spaces on the second floor of the Garage in the locations depicted on the attached sketch plan shall be subject to signage paid for and installed by the Hotel ("Assigned Spaces"). Signs are to be fixed, using glue rather than drilled holes and screws.
- 1.4 Hotel shall pay Borough every month for the fifty-five spaces, at separate rates for the Assigned Spaces and the thirty (30) general parking spaces in accordance with Section 2, below.
- 1.5 If Hotel seeks to convert any number of the thirty (30) general parking spaces to additional Assigned Spaces, Hotel shall notify Borough thirty (30) days in advance of any such conversion, and Hotel shall be responsible for installation of the signage in accordance with Section 1.3 of this Agreement. Each additional Assigned Space shall be rented by the Hotel from Borough at the rate for Assigned Spaces set forth in Section 2, below. Borough shall have the right to determine the location of the additional Assigned Spaces.
- 1.6 Hotel guests shall be entitled to in and out privileges.
- 1.7 Nothing in this Agreement shall infringe on the right and obligations set forth in the Settlement Agreement.

2.0 Parking Rates:

2.1 On the 1st of each month, Hotel shall pay to Borough, or garage management company, \$3,125.00 the current 24/7 rate for the twenty-five (25) Assigned Spaces, ~~which is the current 24/7 monthly parking rate (\$125/space) for lease of a parking space at the Garage.~~ In addition, Hotel shall pay to Borough ~~\$1,800.00 for the~~ thirty (30) general parking spaces, ~~which is at~~ the current weekend/overnight monthly rate ~~(\$60/space)~~ for lease of a parking space at the Garage. All rates will be listed in the approved Borough Fee Schedule.

2.2 The parking rates specified in Section 2.1 are subject to adjustment based on future changes to the 24/7 and/or weekend/overnight parking rates by adoption of a resolution by West Chester Borough Council. In the event that the Borough modifies its parking rates for the Garage, either by increasing or decreasing the applicable fees, the rates under this Agreement shall automatically adjust to reflect the changes. Borough shall provide written notice to Hotel of any parking rate adjustments within thirty (30) days of such changes becoming effective.

2.3 -In the event that on any calendar day, the Hotel exceeds 55 guest cars in the Chestnut Street parking garage, the Borough will charge \$7.00 per car in excess of 55. Charges for exceeding the 55 spaces the Hotel has purchased on a monthly basis shall be billed to the Hotel in arrears and include detail for each day when the Hotel's parking exceeded their monthly spaces.

2.2.4 The agreed upon rate specified in Section 2.3 may be subject to adjustment based on future changes to the Borough's approved fee schedule or changes in usage by the Hotel Indigo. In the event that the Borough modifies its parking rates for the Garage, either by increasing or decreasing the applicable fees, the rates under this Agreement shall automatically adjust to reflect the changes. Borough shall provide written notice to Hotel of any parking rate adjustments within thirty (30) days of such changes becoming effective.

3.0 Term and Termination:

3.1 The term of this MOU shall be a one year term commencing on January 1, 202~~7~~⁵ and terminating December 31, 202~~9~~⁵. This MOU shall automatically renew for successive one year terms unless either Party gives 90 days notice in advance of the termination date that it wants to enter a new MOU. In that event, the Parties shall negotiate a new MOU which preserves the right of Hotel to lease 55 parking spaces at the Garage.

3.2 Extension of this Agreement shall be transmitted by written Amendment to this Agreement with signature of an authorized official of the Borough and signature of Hotel.

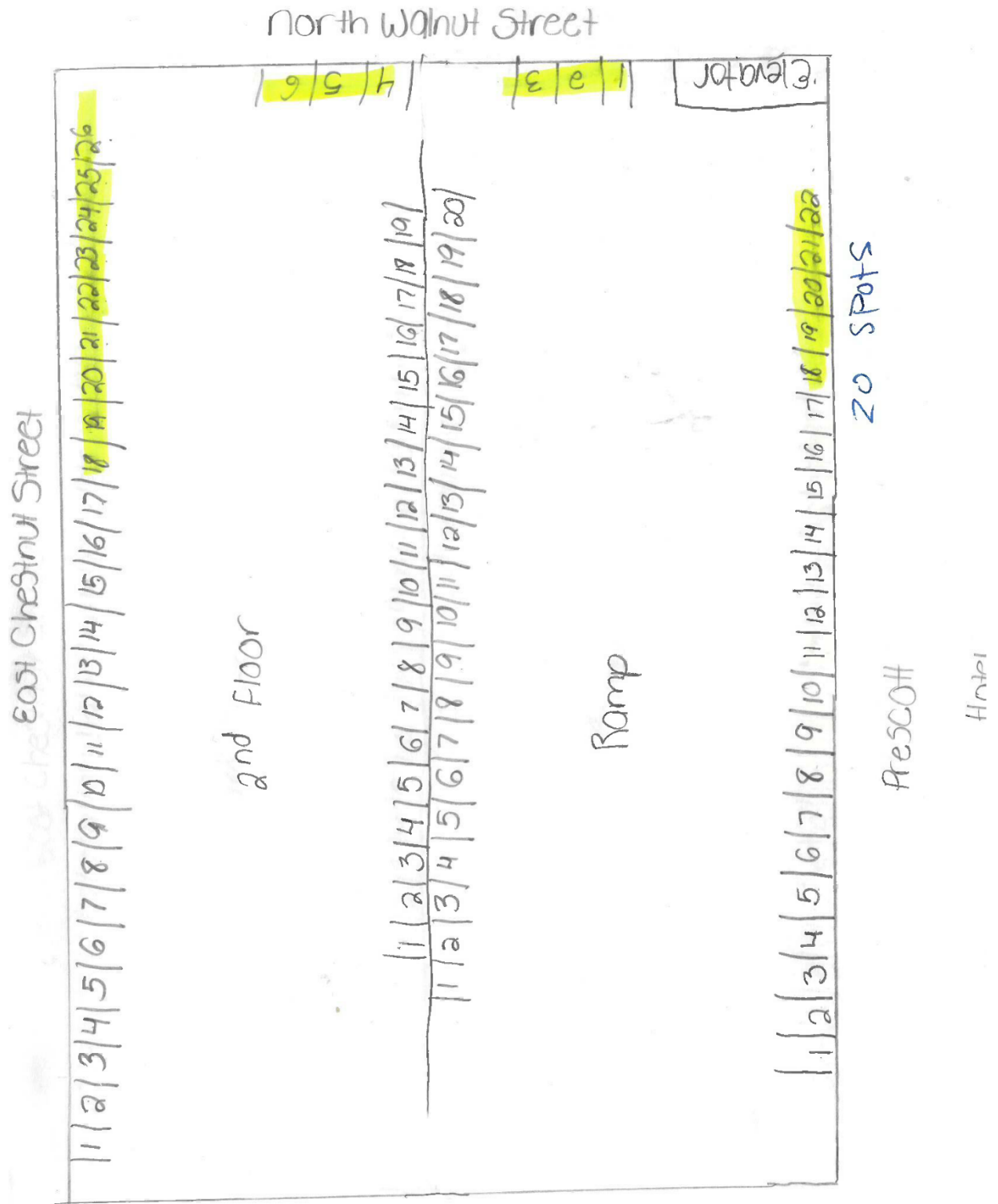
4.0 Notices:

For Hotel:

For Borough:

5.0 **Laws of the Commonwealth:** This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania. Jurisdiction and venue shall lie within Chester County and the Commonwealth of Pennsylvania.

ATTACHMENT



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

Borough

Hotel

Sean Metrick

Signature of Authorized Manager

Name

Name

Title

Title

Witness for Borough

Witness for Hotel

Signature

Signature

RESOLUTION NO.

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF WEST CHESTER TO ESTABLISH THE PARKING SPACES IN THE BOROUGH THAT ARE RESERVED FOR HANDICAPPED PARKING PURSUANT TO CHAPTER 104 OF THE BOROUGH CODE TITLED, "VEHICLES AND TRAFFIC."

WHEREAS, Chapter 104 of the West Chester Borough Code, titled, "Vehicles and Traffic", Section 104-23 declares that no person shall park or leave unattended a vehicle at any place specifically reserved for handicapped parking, unless the parked vehicle has a state-issued plate or placard (displayed conspicuous manner) for a handicapped person or severely disabled veteran; and

WHEREAS, Borough Council desires to designate the specific locations on public streets where parking spaces shall be reserved and limited to parking for handicapped individuals;

NOW THEREFORE, be it **RESOLVED AND ADOPTED** by the Borough Council of the Borough of West Chester as follows:

1. The following are hereby established as handicapped parking spaces:

Highway	Side	Location
Adams Street	East	315 South Adams Street
Adams Street	West	708 South Adams Street
Adams Street	East	717 South Adams Street
Adams Street	West	544 South Adams St.
Barnard Street	North	131 East Barnard Street
Barnard Street	South	120 East Barnard
Barnard Street	South	201 West Barnard
Barnard Street	North	407 East Barnard Street
Barnard Street	South	415 East Barnard Street
Barnard Street	North	707 East Barnard Street
Barnard Street	South	202 West Barnard Street
Barnard Street	North	507 East Barnard Street
Barnard Street	North	407 East Barnard Street

Biddle Street	North	11 West Biddle Street
Biddle Street	North	125 West Biddle Street
Biddle Street	South	224 West Biddle St.
Brandywine Street	East	9 South Brandywine Street
Church Street	East	Immediately south of Lafayette Street between signs as erected
Church Street	East	Approximately 60 feet south of University Avenue as signed
Church Street	East	On 100 block of North Church street as signed
Church Street	West	200 South Church Street, Sundays only from 9:00 a.m. to 12:00 noon
Church Street	West	First designated parking space north of Market Street
Church Street	West	First designated parking space south of Market Street
Church Street	West	North of Rosedale Avenue between signs as erected
Church Street	West	200 South Church St. Sundays only 9:00 a.m. to 12:00 p.m.
Church Street	West	510 South Church Street
Church Street	West	255 feet south of University Avenue
Darlington Street	East	Opposite 223 North Darlington Street
Darlington Street	West	526 North Darlington Street
Darlington Street	West	North of Gay Street at sign erected
Darlington Street	West	Immediately north of Market Street between signs as erected
Franklin Street	East	117 South Franklin Street
Franklin Street	West	Opposite 117 South Franklin Street
Franklin Street	West	Opposite 117 South Franklin Street
Gay Street	North	West of High Street between signs as erected
Gay Street	North	St. Agnes Church between signs as erected
Gay Street	South	214 E Gay Street
Gay Street	South	316 West Gay Street
<u>Gay Street</u>	<u>South</u>	<u>322 West Gay Street</u>
Hannum Avenue	South	349 Hannum Avenue
Hannum Avenue	South	345 Hannum Avenue
High Street	East	225 North High, directly north of E. Evans Street
High Street	East	221 South High Street
High Street	West	South of Linden Street between signs as erected, 2 spaces
Hoopes Park Lane	Inside park	One dedicated space at Hoopes Park

Lacey Street	North	125 Lacey Street
Lacey Street	South	East of High Street
Lacey Street	South	30 feet east of High Street at sign as erected
Lafayette Street	South	300 West Lafayette Street
Magnolia Street	South	West of Matlack Street between signs as erected
Market Street	South	East of Church Street between signs as erected
Market Street	South	East of Darlington Street between signs as erected
Matlack Street	East	North of intersection with Biddle Street
Matlack Street	East	531 South Matlack Street
Matlack Street	West	310 North Matlack Street
Matlack Street	West	South of intersection with Union Street
Miner Street	North	501 East Miner Street
Miner Street	South	130 West Miner Street
Miner Street	South	132 East Miner Street
Miner Street	South	144 East Miner Street
Miner Street	North	145 East Miner Street
Miner Street	North	227 West Miner Street
Miner Street	North	331 East Miner Street
Miner Street	North	416 West Miner Street
Miner Street	North	At the entrance to the John O. Green Park
Miner Street	South	418 East Miner Street
Miner Street	South	422 East Miner Street
Miner Street	South	430 East Miner Street
<u>Miner Street</u>	<u>South</u>	<u>628 East Miner Street</u>
New St	West	Across from 331 N New St
Rosedale Avenue	North	500 Block of East Rosedale Avenue
Sharpless Street	South	330 Sharpless Street
Sharpless Street	South	408 Sharpless Street
Union Street	North	Adjacent to Everhart Park entrance
Union Street	North	137 East Union Street
Union Street	North	209 West Union Street
Union Street	North	417 West Union Street
University Avenue	North	West of Reynolds Alley as designated by handicap parking meters
Walnut Street	East	North of Gay Street between signs as erected (United States Post Office)

Walnut Street	West	326 North Walnut Street (Mary Taylor House)
Walnut Street	West	528 South Walnut Street
Washington Street	North	225 West Washington Street

RESOLVED AND ADOPTED this ____ day of _____, 2026.



Borough of West Chester
401 E. Gay Street
West Chester, PA 19380
Attn: Parking Services Director

Specification for
Elevator Preventive Maintenance and Repair

Dated: July 2026

Submitting Contractor: Code Elevator, Inc.
Address: 420 Fehleley Dr. Suite B King of Prussia, PA 19406
Contact: Stephen Vogelman Jr.
Cell Phone: 264-535-0863
Email Address: vogelman@codeelevator.com
Submission Date: August 24, 2026



August 24, 2026

Borough of West Chester

RE: Specification for Elevator Preventive Maintenance and Repair Program

To Whom it May Concern:

We are pleased to present our response to the request for proposals for the maintenance of the elevators at Borough of West Chester. Code Elevator can provide the technology, talent and resources required to protect your investment, provide reliable elevator operation, maximize the longevity of your equipment and further enhance the high level of quality service expected by your owners and passengers.

Our response is based on strict accordance to the specifications provided with the following clarifications:

1. Our bid is based on a monthly cost which includes maintenance, callbacks, service, repair, safety testing, overtime and fire service testing per specifications
2. All testing is based on normal hours Monday- Friday 7:00am to 3:30pm for CAT 1 Testing, 3-year pressure tests and 5-year full load tests. Please note only elevator #3 is needs to be completed tested during the initial three-year agreement. This will be covered under the repair section of the bid.
3. Code Elevator excludes the belts, new proprietary software, drives and boards for the Chestnut Hill Garage and Bicentennial Garage but will cover the labor if a replacement is required during the contract.
4. Taxes are not included in our base number per unit.
5. Our standard business operating hours are Monday – Friday 7:00am to 3:30pm.
6. Code Elevator has reviewed all documents including in the RFP.
7. Cat 1 testing is included in our base bid. Please refer to our Cat 1 testing and clarification letter which is included in our bid response.
8. Code Elevator is offering alternate pricing for the Chestnut Street Garage based on 1.5 hours per elevator per month. The cost savings per month is Five Hundred and Seventy-Six dollars (\$576.00) per month. This equals a saving of Six Thousand Nine Hundred and Twelve Dollars (\$6,912.00) annually.

If you have any questions, please don't hesitate to contact me at telephone number, (267) 535-0763 or my e-mail address which is vogelman@codeelevator.com.

Thank you for this opportunity as we strive to provide unsurpassed elevator maintenance service programs.



Sincerely,

A handwritten signature in blue ink that reads "Stephen Vogelmann".

Stephen Vogelmann Jr.
Vice President



August 24, 2026

Re: Elevator Maintenance Bid – CAT 1 Testing

To Whom it may concern:

Attached, please find Code Elevator's updated bid form for the Borough of West Chester elevator maintenance bid. The revised bid form includes pricing for Category 1 (CAT 1) testing, both with and without the testing of fire service, emergency power, and battery lowering, in accordance with our current understanding of the CAT 1 testing guidelines.

Our pricing is based on our understanding of the CAT 1 testing requirements as they stand today. Please understand that the Commonwealth of Pennsylvania has not yet fully released all of the detailed requirements for CAT 1 testing. It is our understanding that the State will be providing additional clarification and a more detailed explanation of the testing requirements over the next month or so.

Once the final requirements are released, if the additional testing requirements result in additional time or services beyond what is currently included in our pricing, Code Elevator will provide Borough of West Chester with an updated price for the additional work.

Please also note that, under the CAT 1 testing requirements, it is the building owner's responsibility to coordinate the appropriate personnel and trades necessary to complete the testing. This may include having the fire alarm vendor, electrician, and/or generator company onsite to assist with the testing of fire service, emergency power, and related systems. If the testing is delayed or extended due to the availability or performance of these other trades, additional charges may apply for elevator mechanic downtime.

For your reference, we have also attached Code Elevator's letter explaining the current understanding of the CAT 1 testing requirements and how they may impact the elevator maintenance program.

We appreciate the opportunity to provide our revised proposal to the Borough of West Chester. If you have any questions or concerns regarding the revised bid form, CAT 1 testing, or any other portion of our proposal, please do not hesitate to contact us.

Sincerely,

Stephen Vogelmann



Company Profile

Code Elevator, Inc.

420 Feheley Drive, Suite B

King of Prussia, PA 19406

Office Phone Number: 610-275-1800

Contact Person: Stephen Vogelmann Jr.

Code Elevator, Inc., formed in 2004, is an independent, union-affiliated elevator company serving the tri-state area. We provide the personal attention and quality customer service of a small business with the efficiency and modern technology of our larger counterparts.

Code Elevator is comprised of top field and office staff with extensive experience in service, maintenance, modernization, troubleshooting, and repair of virtually any elevator make and model. This allows our team to keep elevators running longer and more reliably, which remains our primary focus.

Code Elevator operates offices in King of Prussia, Pennsylvania and Pennsauken, New Jersey to better serve customers throughout the region.

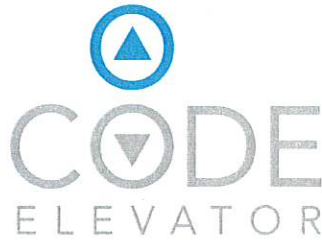
We currently have 13 modernization teams, 2 service teams, and 15 maintenance routes dedicated to supporting our customers with responsive, knowledgeable, and dependable service.

With a strong commitment to safety, customer satisfaction, and industry expertise, Code Elevator continues to deliver reliable elevator solutions across Philadelphia and the surrounding tri-state area.

James Scache – Vice President: over forty-four (44) years of experience as an elevator mechanic/supervisor including twenty-five years as a business owner.

Steve Vogelmann, Sr. – Treasurer: over forty-two (42) years of sales and management experience including twenty-five years as an elevator business owner.

Mike Lorenz – Superintendent: over thirty-two (32) years as a mechanic and supervisor, including Otis Elevator, Digital Elevator and Amtech Elevator. Mike has extensive knowledge on work place safety practices.



Ed Modestowicz—Maintenance Superintendent— years as a mechanic and supervisor, including General Elevator, Digital Elevator and Code Elevator. Ed has extensive knowledge on work place safety practices.

Donald Webb – Director of Sales: over twenty-five years in sales, sales management and project management experience including the last twelve (12) years in the elevator industry.

Jaden Vogelman—Sales and Project Manager—over 5 years in the elevator industry starting the warehouse working his way up to sales support before becoming a sales and project manager.

- and the cost of the replacement part. Owner shall only be responsible for the cost difference in parts.
2. The cost of labor to replace the obsolete part and the cost of labor to install the replacement part. Owner shall only be responsible for the cost difference in labor.
 3. Documentation to substantiate the part is obsolete and attempts to locate 3rd party providers has occurred for any material cost associated with the part.
 4. Documentation as to equipment changes required to replace the obsolete part with that of the new part and for any labor costs associated with the replacement.
- D. If the Service Contractor, Borough or third-party consultant receive a notice of "component or part obsolescence" from a third-party non-OEM elevator system parts supplier, not owned by or in any way affiliated with the Contractor, during the course of this Agreement then Owner will evaluate a claim of obsolescence. Claim may include only the necessary retrofit material and only the additional portion of labor above and beyond what would have been required to replace the obsolete component or part with an OEM original component or part.
- E. No other claim for obsolescence of any kind will be considered by the Owner during the course of this agreement.

3.18 TERMINATION INSPECTION

Within six (6) months prior to the expiration of this contract, a representative of Borough or its Authorized Representative may elect to make a thorough maintenance inspection of all pieces of equipment covered under this contract. All deficiencies found as a result of this inspection shall be corrected by the Contractor as required in this agreement, except that the "time specified" shall not be more than thirty (30) workdays.

3.19 TERM/PAYMENT

The pre-described service shall begin on October 1st, 2026 and continue for a per period of three (3) years thereafter. Contractor agrees to make monthly payments to the Borough at a rate of \$ 3,921.⁰⁰ /per month subject to the terms of this agreement.

Performance of work beyond the scope of this contract will be conducted on an agreeable amount acceptable to each party or on an hourly rate basis as follows:

<u>2026-27 Rates</u>	<u>Straight time</u>	<u>Overtime</u>	<u>Double time</u>
Mechanic	\$ <u>315.⁰⁰</u>	\$ <u>315.⁰⁰</u>	\$ <u>630.⁰⁰</u>
Helper	\$ <u>252.⁰⁰</u>	\$ <u>252.⁰⁰</u>	\$ <u>504.⁰⁰</u>

3.20 PRICE ADJUSTMENTS

Price adjustments are to be provided during the month of January annually. Contractor shall limit the price/rate escalation to a maximum of 3%. Contractor must provide 30-day advance written notice of all price adjustments relating to the

Agreement, which will be subject to acknowledgement and approval by the Borough. The Contractor shall adjust 20% of the maintenance contract for material based on the increase or decrease in the latest available Producer Price Index for Metals and Metal Products \$382.26 effective June 2026.

The Contractor shall adjust 80% of the maintenance contract for material based on the increase or decrease in the current straight time hourly rate for Elevator Constructor Mechanics of \$74.86 effective January 1, 2026.

Pre-Maintenance Repairs

Bicentennial Parking Garage

Elevator No. 1

- Repair car alarm.
- Secure cab handrails.
- Repair telephone cabinet door.
- Repair communication device
- Repair Emergency Lowering System.
- Replace Fireman's Service signage in the cab.
- Secure top of car exit.
- Remove hydraulic fluid, clean out the tank and provide new fluid.
- Adjust the car level at all floors.
- Adjust door operation to ensure proper operation.
- Replace missing hoistway door fire tab at the 6th floor.
- Repace missing hoistway door header fire tab at the 4th floor.
- Clean cartop and pit.

COST: 16,900.⁰⁰

Elevator No. 2

- Repair Emergency Lowering System.
- Secure top of car exit.
- Remove hydraulic fluid, clean out the tank and provide new fluid.
- Adjust the car level at all floors.
- Adjust door operation to ensure proper operation.

COST: \$11,975.⁰⁰

Chestnut Street Garage

Elevator No. 1

- Replace Access keyswitch in the COP with the correct switch.
- Repair 1st Floor HPI.
- Repair 1st Floor Hall Lantern.
- Repair Car Door Restrictor.
- Repair Top of Car Light.
- Repair Emergency Car Lighting.
- Adjust Door Operator for proper operation.
- Replace Governor Rope.
- Repair Traveling Cable.
- Adjust drive belts and provide proper dressing.

COST: \$20,235.⁰⁰

Elevator No. 2

- Door Open Button is inoperative with doors at mid-travel.
- Repair 1st Floor HPI.
- Repair 1st Floor Hall Lantern.
- Repair Car Door Restrictor.
- Repair Top of Car Light.
- Repair Emergency Car Lighting.
- Remove temporary hoistway PVC screening.
- Replace Governor Rope.
- Adjust drive belts and provide proper dressing.

COST: \$15,140.⁰⁰

Elevator No. 3

- The elevator is currently not in service. Repair the counterweight 2 to 1 sheave assembly due to bearing failure. (NOT Included due to SEPARATE P.O. From Borough to Code.)
- Repair 1st Floor HPI.
- Repair 1st Floor Hall Lantern.
- Repair Top of Car Light.
- Repair Emergency Car Lighting.
- Replace hoistway door release escutcheon tube missing at 2nd floor.
- Replace traveling cable.

- Adjust drive belts and provide proper dressing.
- Repair condition causing significant scrape mark on stainless steel slow car door and refinish door thereafter.
- Conduct five (5) year FLST prior to returning the elevator to service.

COST: 23,925.⁰⁰

Code Elevator, INC
(Name of Firm)

Stephen Vogelmann
(Signature of Authorize Representative)

Stephen Vogelmann
(Printed Name)

8/24/2026
(Date)

(Corporate Seal)

Attest: Stephen S. Vogelmann Sec.
(Secretary or Treasurer)

Borough of West Chester
(Owner)

(Signature of Authorize Representative)

(Printed Name)

(Date)



REFERENCES:

Doug Hovern – AVP Facilities
Federal Reserve Bank of Philadelphia
Ten Independence Mall
Philadelphia PA 19106-1574
(O) 215-574-6298
(C) 215-341-2300
Doug.Hovern@phil.frb.org

Nathan Simcox
Director of Facilities
Delaware County Community College
901 Media Line Rd., Media, PA 19063
610-359-5190

Brad Harkins
Maintenance Supervisor
Upper Merion Area School District
610.299.6400
BHarkins@umasd.org



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/18/2026

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 have ADDITIONAL INSURED provisions or 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 Patriot Growth Insurance Services, LLC 100 Granite Drive Suite 205 Media PA 19063	CONTACT NAME: Dan Terra PHONE (A/C, No, Ext): (610) 892-7888 FAX (A/C, No): (610) 892-7695 E-MAIL ADDRESS: Dan.Terra@patriotgis.com																					
INSURED Code Elevator, Inc. 420 Fehleley Drive Suite B King of Prussia PA 19406	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>National Union Fire Ins Co Pittsburgh PA</td><td>19445</td></tr><tr><td>INSURER B:</td><td>New Hampshire Insurance Company</td><td>23841</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	National Union Fire Ins Co Pittsburgh PA	19445	INSURER B:	New Hampshire Insurance Company	23841	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:** 26-27 Master**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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			GL3118812	06/01/2026	06/01/2027	<table><tr><td>EACH OCCURRENCE</td><td>\$ 5,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$ 300,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$ 10,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$ 5,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$ 10,000,000</td></tr><tr><td>PRODUCTS - COMP/OP AGG</td><td>\$ 10,000,000</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$ 5,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000	MED EXP (Any one person)	\$ 10,000	PERSONAL & ADV INJURY	\$ 5,000,000	GENERAL AGGREGATE	\$ 10,000,000	PRODUCTS - COMP/OP AGG	\$ 10,000,000		\$
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GENERAL AGGREGATE	\$ 10,000,000																				
PRODUCTS - COMP/OP AGG	\$ 10,000,000																				
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A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			CA2960148	06/01/2026	06/01/2027	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$ 5,000,000</td></tr><tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
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B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		WC13188172	06/01/2026	06/01/2027	<table><tr><td>☒ PER STATUTE ☐ OTHER</td><td></td></tr><tr><td>E.L. EACH ACCIDENT</td><td>\$ 5,000,000</td></tr><tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$ 5,000,000</td></tr><tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$ 5,000,000</td></tr></table>	☒ PER STATUTE ☐ OTHER		E.L. EACH ACCIDENT	\$ 5,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000	E.L. DISEASE - POLICY LIMIT	\$ 5,000,000						
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E.L. DISEASE - EA EMPLOYEE	\$ 5,000,000																				
E.L. DISEASE - POLICY LIMIT	\$ 5,000,000																				

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

Certificate issued as Evidence of Insurance.

CERTIFICATE HOLDER**CANCELLATION**Code Elevator, Inc.
420 Fehleley Drive

King of Prussia

PA 19406

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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Elevator RFP Summary

	<u>Code</u>	<u>Elevator</u>	
Term Start		10/1/2026	
Term End		10/1/2029	
Monthly Rate total	\$	3,921.00	\$ 3,345.00 *reduced hours at Chestnut St
Borough Hall Monthly Rate (paid from PW/GL)	\$	426.00	\$ 426.00
Garages Monthly Rate (paid from Parking)	\$	3,495.00	\$ 2,919.00
<u>Mechanic</u>			
Hourly	\$	315.00	
OT	\$	315.00	
Double-time	\$	360.00	
<u>Helper</u>			
Hourly	\$	252.00	
OT	\$	252.00	
Double-time	\$	504.00	
<u>Capital Repair Costs</u>			
<u>Bicentennial</u>			
Elevator #1	\$	16,900.00	
Elevator #2	\$	11,975.00	
Bicentennial Repair Subtotal	\$	28,875.00	
<u>Chestnut Street</u>			
Elevator #1	\$	20,235.00	
Elevator #2	\$	15,140.00	
Elevator #3	\$	23,925.00	
Chestnut St Repair Subtotal	\$	59,300.00	
Total required capital repair costs	\$	88,175.00	
<u>2027 Contracted Costs</u>			
Borough Hall Annual Cost (paid from PW/GL)	\$	5,112.00	
Garages Annual Cost (paid from Parking)*	\$	35,028.00	
Total Annual Service Cost (2027)	\$	40,140.00	
<u>2026 Contracted Costs</u>			
Borough Hall Annual Cost (paid from PW/GL)	\$	1,278.00	
Garages Annual Cost (paid from Parking)*	\$	8,757.00	
Total 2026 Costs w/reduced rate	\$	10,035.00	
<u>Capital Budget 2026</u>			
		<u>\$100,000</u>	<u>Notes</u>
Encumbered expense for elevator #3 at Chestnut St (PO)	\$	15,850.00	PO #5600
Encumbered expense for elevator at Bicentennial (PO)	\$	1,981.00	PO #5551
Total encumbrance	\$	17,831.00	
Capital budget remaining balance		\$82,169.00	
Budget modification 2026-7 on Finance agenda		\$6,006.00	move from Garage maintenance to Capital to cover repairs
PO to be on Finance Agenda (09-43013)		\$88,175.00	Repair Costs
PO to be on Finance Agenda (09-44545 & PW/GL)	\$	10,035.00	Service Costs for 2026 remainder

Budget Modification Request (on Finance Agenda)

Budget Modification Request				
Budget Year:	2026			
Modification #:	2026-7			
Justification:				
Budget modification is needed for required repairs for garage elevators.				
Vendor	Invoice #	Date	G/L	Proposal Cost
Code Elevator			09-43013-09	88,175.00
			Total	88,175.00
Requesting reallocations from the following capital projects to complete Chestnut Street Garage camera project:				
2026 Elevator Repair Budget-Capital	\$	100,000.00		
Encumbered amount (PO 5600 & 5551)	\$	17,831.00		
Proposal for remaining repairs	\$	88,175.00		
Amount required to complete repairs	\$	(6,006.00)		
Requested Fund Transfer Balances			Current remaining balance:	Total after transfer:
FROM:	Garage management (09-445	\$ 6,006.00	\$ 82,836.27	76,830.27
TO:	Capital Expenses: Elevator Re	\$ 6,006.00	\$ 82,169.00	\$ 88,175.00

Purchase Order Requests (on Finance Agenda)

Date	Vendor	Amount	Ledger Code	Title
9/3/2026	Code Elevator	\$88,175	09-43013	PSD Capital
9/3/2026	Code Elevator	\$10,035	09-44545 (\$8757) 01-40940-80 (1278.00)	Parking Garage Maintenance/PW Facilities Maintenance

Chapter 77

PARKING PROGRAM, RESIDENTIAL

§ 77-1.	History and legislative intent.	§ 77-5.	Permits.
§ 77-2.	Definitions.	§ 77-6.	Guest passes.
§ 77-3.	Creation of Residential Parking Program.	§ 77-7.	Special permit, special business permit, and rental property management permit.
§ 77-4.	Establishment of Parking Permit Areas A through N.	§ 77-8.	Violations and penalties.

[HISTORY: Adopted by the Council of the Borough of West Chester 7-12-1978 by Ord. No. 8-1978; amended in its entirety 11-15-2023 by Ord. No. 17-2023. Subsequent amendments noted where applicable.]

§ 77-1. History and legislative intent.

- A. History. The streets of West Chester were, for the most part, not built with the intention of allowing parking along the sides. Most streets were built before the advent of motor vehicles, a day when most people either walked or moved about by horse or horse and buggy. Needless to say, those horses and buggies were not stored on the street for long periods of time. As a courtesy, with the growth of the automobile, municipalities have allowed parking on streets. At all times, however, regulation of that parking has remained within the powers of those municipalities. The right of such regulation has never been successfully challenged. As the years passed, the necessity for the automobile grew. In the years since the Korean War, the auto has been looked upon as one item that each family had to own; in the last decade, many families have operated more than one vehicle. Congestion on the streets and growing inconvenience to residents, as well as the impedance of normal and necessary traffic flow, has been the inevitable consequence of the Borough's normal urban development. In West Chester, this condition has been heightened by the growth of West Chester University and the related growth of rooming and apartment houses near the University, without the development of off-street parking, and by the growth of county government and related professional offices without provision for the necessary parking by the great number of cars brought in by this growth. The situation has reached the point where Borough residents are unable, in many parts of town, to find parking near their homes. Most of these people do not have garages and lack enough yardage to construct parking. This most seriously affects our senior citizens, who are unable to shop or carry on other routine business for fear of losing parking that they do have, or of not finding parking upon their return. Another point of increasing significance is the effect on the environment of heavy vehicular traffic. The noise, dirt, litter and pollution created by the thousands of cars that visit the Borough is unhealthy to the Borough and its residents, both aesthetically and physically.
- B. Legislative intent. This chapter is designed to increase the quality of life in the Borough's older, more crowded sections of town; to preserve the safety of children and other pedestrians; to promote traffic safety and the peace, good order, comfort, convenience and welfare of the inhabitants of the Borough; to encourage commuters to carpool or use mass transit; and to encourage those agencies and establishments contributing to increased traffic to help promote additional parking facilities.

§ 77-2. Definitions.

As used in this chapter, the following terms shall have the meanings indicated:

DWELLING UNIT — A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, which normally include provisions for sleeping, eating, cooking and sanitation but which also include each room in a rooming house.

HOLIDAY — New Year's Day, Martin Luther King's birthday, President's Day, Good Friday, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Eve.

MOTOR VEHICLE — A vehicle which is self-propelled, except one which is propelled solely by human power or by electric power obtained from overhead trolley wires, but not operated upon rails.

PERSON — A natural person, firm, partnership, association or corporation.

PROFESSIONAL USE — A trained and certified or licensed individual, such as a medical practitioner, lawyer, accountant or design professional.

STREET — A way intended for general public use to provide means of travel for vehicles and pedestrians. The word shall include the words "road," "alley," "highway" and "thoroughfare."

VEHICLE — Every device in, upon or by which any person or property is or may be transported or drawn upon a highway, except devices used exclusively upon rails or tracks.

§ 77-3. Creation of Residential Parking Program.

The Residential Parking Program (RPP) shall consist of those residential permit parking areas in the Borough of West Chester, which shall be designated as permit parking areas and specifically identified in a resolution adopted by Borough Council, as amended from time to time. No person shall be permitted to park a vehicle in or along the side of any Borough of West Chester block, street or property set forth in the residential permit parking areas designated in such resolution and known as a "residential parking permit area" unless they obtain a parking permit, guest pass, special business permit or special permit as provided hereinafter permitting such vehicle to park within the specific permitted area.

§ 77-4. Establishment of Parking Permit Areas A through N.

The Residential Parking Program for Permit Areas A through N shall be in effect on the days and times and on the blocks, streets and property addresses as designated in a resolution adopted by Borough Council, as amended from time to time.

§ 77-5. Permits.**A. Eligibility requirements for parking permits. [Amended 3-20-2024 by Ord. No. 02-2024]**

- (1) Owner-occupied dwelling residential parking permit. Any person owning and living in a residence that is located on the streets in the various permit parking areas established in § 77-4 and in a resolution adopted by Council shall be entitled to receive a nontransferable residential parking permit for the specific permitted area in which such person resides provided the owner completes an application for a residential parking permit and presents the following:
 - (a) Proof of ownership and residency in the specific permitted area. The owner shall submit a valid driver's license registered to the property address in designated Borough residential permit area issued by the Commonwealth of Pennsylvania and a copy of the deed or tax

bill to the owner's property.

- (b) Copy of the valid registration for the motor vehicle registered to the same corresponding Borough property address.
 - (c) The application fee for the parking permit as determined by resolution of the Council.
- (2) Any person living in a residence that is located on the streets in the various permit parking areas established in § 77-4 and in a resolution adopted by Council shall be entitled to receive a nontransferable residential parking permit for the specific permitted area in which such person resides provided the owner completes an application for a residential parking permit and presents the following:
- (a) The owner shall submit a valid driver's license registered to the property address in designated Borough residential permit area issued by the Commonwealth of Pennsylvania and a copy of the current lease to the property where the person resides. If the lease is a month-to-month lease, the applicant should provide a letter from the landlord that confirms that the applicant is a current resident of the property and will continue as such until terminated by the parties.
 - (b) Copy of the valid registration for the motor vehicle registered to the same corresponding Borough property address.
 - (c) The application fee for the parking permit as determined by resolution of the Council.
- (3) Student home residential parking permit. Any person living in a student home, as defined in Chapter 112, Zoning, that is located on the streets in the various permitted areas as set forth in § 77-4 and in a resolution adopted by Council shall be entitled to receive a nontransferable residential parking permit for the specific permitted area in which such person resides. The maximum number of residential parking permits for a student home is calculated by the number of residents in the dwelling minus the number of off-street parking spaces provided at the property. Each student shall be entitled to only one motor vehicle permit. Guest passes shall be prohibited for student homes. The person applying for a student home residential parking permit shall present the following upon submission of the application"
- (a) Valid driver's license.
 - (b) Valid proof of ownership of the registered motor vehicle. If the applicant is not the owner of the registered motor vehicle, the owner of the registered motor vehicle must provide a notarized affidavit, in form and content acceptable to the Borough, acknowledging that the owner accepts financial responsibility for all tickets issued by the Borough which relate to the registered motor vehicle.
 - (c) Copy of current executed lease to property where applicant resides showing lease terms and property address, including unit designation if applicable.
 - (d) Copy of rental registration form and tenant list, listing applicant as tenant, that was filed with the Department of Building and Housing in order to register the property as a student home.
 - (e) The application fee for the parking permit as determined by resolution of the Council.
- (4) Nonresidential parking permit. Any owner(s) and employee(s) of a business located in a

building that is located on the streets in the various permitted areas as set forth in § 77-4 and in a resolution adopted by Council shall be entitled to receive a nontransferable nonresidential parking permit, which shall be the same as a residential parking permit for the specific permitted area. Overnight parking (7:00 p.m. to 6:00 a.m.) shall be prohibited except for emergency repairs. The person applying for a nonresidential parking permit shall present the following upon submission of the application:

- (a) Proof of ownership of a business or employment in a business located in the specific permitted area.
 - (b) Valid driver's license.
 - (c) Valid proof of ownership of a registered motor vehicle.
 - (d) The application fee for the parking permit as determined by resolution of the Council.
- (5) Military personnel on active duty. Military personnel on active duty shall be eligible to obtain a residential parking permit for their vehicles by presenting the following:
- (a) Appropriate military identification.
 - (b) Two items constituting proof of residency in the specific permit area for which they are making application.
 - (c) Valid driver's license.
 - (d) Valid proof of ownership of a registered motor vehicle.
 - (e) The application fee for the parking permit as determined by resolution of the Council.
- (6) The application is subject to the review and approval of the Borough.
- B. Ineligibility for parking permits and guest passes. The following properties are excluded from eligibility in the residential parking program, and occupants and tenants in the following properties shall not be entitled to the issuance of a residential parking permit:
- (1) The Washington Square Apartments located at 21 W. Washington Street (Chester County Tax Parcel No. 1-4-275).
 - (2) Any ~~mixed-use~~ development constructed on the property identified as 410 S. High Street (Chester County Tax Parcel No. 1-9-1030).
 - (3) Any ~~mixed-use~~ development constructed on the property identified as 250 E. Market Street (Chester County Tax Parcel No. 1-9-370).
 - ~~(4)~~ Any ~~mixed-use~~ development constructed on the properties identified as 322 W. Market Street (Chester County Tax Parcel No. 1-8-495); 330 W. Market Street (Chester County Tax Parcel No. 1-8-495.1B); 342 W. Market Street (Chester County Tax Parcel No. 1-8-495.1A); and 7 S. Wayne Street (Chester County Tax Parcel No. 1-8-495.1). **[Amended 3-20-2024 by Ord. No. 02-2024]**
 - ~~(5)~~ (5) The ~~attached~~ dwellings located at 732, 734, 736, 738 S. Matlack Street.
 - (6) The dwellings located on Chester County Tax Parcel No. 1-8-303 (Highpointe at Shanahan)
 - (7) The dwellings located on Chester County Tax Parcel No. 1-10-102.1 (615 Mechanics Alley)
 - (8) The dwellings located on Chester County Tax Parcel Nos. 1-10-92 & 1-10-93 (615-617 S Walnut

Street Townhomes)

(9) The dwellings located on Chester County Tax Parcel No. 1-9-1214 (505 Keystone Alley)

(10) The dwellings located on Chester County Tax Parcel No. 1-8-147.1 (214 W Washington)

- C. Issuance of parking permits. The Borough shall have a reasonable period of time, not to exceed 10 working days from the date of application, to determine the eligibility of the applicant for a parking

permit and to issue the parking permit to an eligible applicant. The permit issued shall be nontransferable and effective only for the specific permitted area for which it was issued.

- D. Replacement of parking permits/change of motor vehicle. If a person transfers ownership of their motor vehicle, he or she shall notify the Borough, and the parking permit previously issued shall be amended to reflect the replacement vehicle, and the revised permit shall be valid for the remaining period of validity of the old parking permit. The Borough may charge a fee for the replacement permit in an amount determined by resolution of the Council.
- E. Regulations for leased vehicles. Any person otherwise eligible for a residential parking permit in any permit area may obtain a residential parking permit for a leased vehicle by presenting a true and correct copy of a bona fide lease agreement between the applicant and a leasing entity engaged in the leasing of vehicles in the usual and ordinary course of its business, and by paying the fees required and in effect for parking permits in the applicable permit area as more particularly set forth in this chapter.
- F. Regulations for company vehicles. Any person otherwise eligible for a residential parking permit in any permit area may obtain a residential parking permit for a motor vehicle owned by the business or company of which he or she is an employee by presenting a letter on the letterhead of the business and company, which shall state that the applicant is currently employed by the company, that the applicant is required by the business or company to use the motor vehicle on a regular basis and that the Borough is authorized to issue a residential parking permit for the motor vehicle, and by paying the fees required and in effect for parking permits in the applicable permit area as more particularly set forth in this chapter.
- G. Revocation of parking permits. When the Parking Department has reason to believe that a parking permit was issued in error, or that a person to whom a parking permit was issued is no longer eligible, or that a person to whom a parking permit was issued has violated the requirements of this chapter, the Parking Department shall send a letter to the possessor of the parking permit advising that person of the ineligibility or violation. If the violation continues, and/or the person is unable to demonstrate that he or she is eligible or continues to be eligible for a parking permit, the Parking Department shall revoke the parking permit. Violators who have had a parking permit revoked shall be ineligible for a parking permit issuance for one year. In addition, upon the occurrence of a violation of this chapter, the Borough may also institute and enforce the violation and penalty provisions of § 77-8 of this chapter.
- H. Exemptions. Owners and operators of emergency vehicles shall be exempt from the requirement of obtaining a parking permit.
- I. Posting of parking permit areas. Each permit area in the residential parking program shall be posted with a minimum of two signs per block noting the day and time of restricted parking in the specific permit area.

§ 77-6. Guest passes.

- A. Single-family dwelling. Each single-family dwelling and each apartment dwelling located in a permit parking area is eligible to be issued up to two guest passes, with the exception of a student home. Student homes shall not be entitled to issuance of guest passes.
- B. Rooming house. Each rooming house in a permit parking area is eligible to be issued two guest passes per house.

- C. An applicant for guest passes must present proof of residency as required by § 77-5. The Borough shall have no responsibility for the issuance of guest passes to any particular resident of a dwelling unit. A guest pass shall be limited to the specific address for which it was issued (such address shall be noted on the face of the guest pass) and shall be limited in use and validity to the block in which property is located and a two-block area contiguous to the specific address for which the guest pass is issued.
- D. A guest pass may be utilized for a guest's vehicle for up to, but not in excess of, a week (five consecutive permit days). In the event that a guest pass is needed for a vehicle for a defined period of time in excess of the maximum week (five consecutive permit days), a special permit may be issued, at the discretion of the Borough.
- E. Guest passes shall be in such size and design as the Borough, from time to time, deems appropriate and shall be issued by the Borough. The cost for the guest passes shall be determined by resolution of the Council.

§ 77-7. Special permit, special business permit, and rental property management permit.

A. Special permit.

- (1) Upon written application to the Borough, special permission may be obtained for a special permit to be used for limited hours during special events.
- (2) Such application must note the purpose of the event, the date and times, the number of vehicles expected, identification of license plate number and state, and the name of the responsible person to contact with respect to said event. The cost for the special permit shall be determined by resolution of the Council.
- (3) The Borough shall grant such number of special permits for special events as it shall deem appropriate, taking into consideration the health, safety and welfare of the residents of the surrounding community, residents of the residential parking permit area, residents of the Borough of West Chester and the purposes of the residential parking program.
- (4) When permission is granted, the Borough shall notify the enforcement officers that a special permit has been issued.
- (5) A special permit for special events which are distributed by the Borough are valid for no longer than 24 hours and shall be so designated.

B. Special business permit.

- (1) Upon written application to the Borough, a service provider performing service in a residential permit area shall be entitled to receive one special business permit for use while providing service in a residential parking permit area.
- (2) Overnight parking (7:00 p.m. to 6:00 a.m.) for the service provider shall be prohibited except for emergency repairs/service.
- (3) An applicant for a special business permit must present proof of ownership or employment in a business providing service to residential dwellings as required by § 77-5; proof of ownership of a registered motor vehicle registered in the name of the business; insurance registered to the business; a valid driver's license and the application fee for the parking permit as determined by resolution of the Council. **[Amended 3-20-2024 by Ord. No. 02-2024]**

- (4) Notwithstanding the provisions of § 77-7B(3) above, the owners and employees of businesses located at 222 North Walnut Street will be limited to a collective maximum total of three special business parking permits, which will be issued to qualified applicants on a first-come, first-served basis.

C. Rental property management permit.

- (1) Upon written application to the Borough, a property owner shall be entitled to receive one rental property management permit, in the form of a hangtag, for each rental property it owns which is located in a residential parking permit area.
- (2) The rental property management permit shall be visibly displayed from the rearview mirror while parked in a permit area.
- (3) Overnight parking (7:00 p.m. to 6:00 a.m.) shall be prohibited, except for emergency situations which require the property manager on site.
- (4) An applicant for a rental property management permit must present proof of ownership of rental property as required by § 77-5; proof of an active rental permit from the Borough Building and Housing Department; proof of ownership of a registered motor vehicle; and the application fee for the parking permit as determined by resolution of the Council.

§ 77-8. Violations and penalties.

- A. An owner or operator of a motor vehicle parked in violation of any provision of this chapter shall be issued a notice of violation and be ordered to pay a fine of \$35, payable to the Borough of West Chester, unless the fine is paid within 14 days of the issuance of such notice, in which case the fine amount shall be reduced to \$25.
- B. If the owner or operator of the motor vehicle fails to respond to the notice of violation as set forth in Subsection A above by payment of the fine within 14 days of issuance of such notice, the Borough shall send a warning letter requesting payment of the full fine of \$35 within 10 days of the date of the letter. Should the owner or operator of the motor vehicle fail to respond to the letter by payment within the ten-day time frame, the Borough shall proceed with the issuance of a citation for the greater fine amount in accordance with the Pennsylvania Rules of Criminal Procedure. Upon conviction of the offense, the defendant shall be ordered to pay the applicable fine and the costs of prosecution, and/or to be incarcerated in the county prison for not more than five days.
- C. It shall be the duty of the enforcement officers of the Borough to report all violations of any provision of this chapter, indicating, in each case, the section thereof violated, the license number of the vehicle involved in such violation, the location where the violation took place, the time of such violation and any other facts necessary to secure a clear understanding of the circumstances attending such violation. Each such officer shall also place on such vehicle a notice of violation to the owner or operator thereof that such vehicle has been parked in violation of the provisions of this chapter, instructing such owner or operator to pay the fine and costs, as provided herein, and further notifying such owner or operator that failure to respond will result in the issuance of a citation.