



Borough Council Meeting Work Session
September 15, 2026 @ 6:30 PM
This meeting is recorded for public record.

Nicole Scimone, President	Member, 4th Ward	Term Expires: 12/31/27
Bernie Flynn, Vice President	Member, 6th Ward	Term Expires: 12/31/27
Bryan Travis	Member, 2nd Ward	Term Expires: 12/31/27
Brian McGinnis	Member, 3rd Ward	Term Expires: 12/31/29
Stephen Marvin	Member, 5th Ward	Term Expires: 12/31/29
Lisa Kearns	Member, 7th Ward	Term Expires: 12/31/29
Jerome Szczepaniak	Member, 1st Ward	Term Expires: 12/31/29

Mayor: Lillian L. DeBaptiste

Borough Manager: Sean Metrick

Borough Council Meeting:

I. Call to Order

II. Pledge of Allegiance

III. Announcements

A. Employee Recognition for years of service:

Michael Findley, Superintendent of Taylor Run Wastewater Treatment Plant: 40 years of dedicated service to the Borough. Thank you, Mike!

B. **The Borough of West Chester will hold a public hearing on September 16, 2026 at 6:30 p.m** repealing the Borough of West Chester's Stream Protection Fee Ordinance in its entirety which is codified in Chapter 94a of the Borough of West Chester Code.

IV. 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.

V. Reports/Presentations

A. Borough Manager Report: 2027 Budget Presentation

VI. Old Business

A. Approve Borough Council Meeting Minutes from August 18th Work Session & August 19th Voting Session meetings.

B. Motion to approve participation in regional fire and EMS study with a do-not-exceed

threshold of \$20,000. (Payment to be made in 2027.)

Issue: WCACOG is facilitating a study of fire and EMS throughout the Council of Government.

- C. Motion to waive RCO requirement for Nu-Pipe, approved bid awardee, for storm pipe project.

Issue: Per engineer review, contractor is sole source provider with no apprenticeship programs available to comply with Responsible Contractor Ordinance requirements.

VII. New Business

A. Public Works Committee

- 1) Motion to approve one-year extension to the sludge hauling contract with McGovern Environmental Inc. at the current contract price starting January 1, 2027.

Issue: McGovern has agreed to the current rate for the extension, so there will be no increase.

Committee Recommendation: 2-0 Approve

- 2) Motion to extend waste disposal contract with McGovern Environmental for 3 years, effective January 1, 2027 through and including December 31, 2029.

Issue: Extension of the current hauling contract at the current rate.

Committee Recommendation: 2-0 Approve

- 3) Motion to approve requests from Friends of Hoopes Park for landscape maintenance.

Issue: Supplemental landscape work at Hoopes Park.

Committee Recommendation: 2-0 Approve

- 4) Discuss honorary street naming for state trooper Corporal Tim O'Connor located on Bradford Avenue from Market Street to Miner Street in front of firehouse. Tentatively called "Corporal Tim O'Connor Corner".

Issue: Corporal Tim O'Connor was a member of First West Chester Fire Company and a graduate of West Chester Henderson High School.

Committee Recommendation: 2-0 Approve

B. Public Safety

- 1) Discuss amendments to the proposed Ordinance to Prohibit Sale, Manufacture & Public Use of Kratom, Kratom-Derived Products and Concentrated 7-OH Substances.

Committee Recommendation: None. Discussion.

- 2) Motion to approve request from GFAC to place fundraising signs in Borough Parks and Borough-owned properties.

Committee Recommendation: 2-0 Approve

- 3) Motion to approve request of Greater West Chester Chamber of Commerce to install holiday decor in town.

Committee Recommendation: 2-0 Approve

- 4) Motion to approve Special Event Applications October 3rd for Friends of Marshall Square Park at Prospect Avenue and waive application fee.

Issue: Approve Special Event Permits

Committee Recommendation: 2-0 Approve

C. Parking Committee

- 1) Motion to approve Hotel Indigo garage space MOU at Chestnut Street garage for 55 spaces.

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.

Committee Recommendation: 3-0 Approve

- 2) 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.

Committee Recommendation: 3-0 Approve

- 3) 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.

Committee Recommendation: 3-0 Approve

- 4) Motion to amend Chapter 77 to exclude specific properties from Residential Parking Permit Program

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

Committee Recommendation: 3-0 Approve

D. Finance & Revenue Committee

- 1) Motion to approve Parks and Recreation Budget Modification # 2026-06 for \$10,000.00.

Issue: Reallocate funding from line item, 01-45458-07, America 250 expense Line, to pay for Turks Head Trail grant match for feasibility study that was not budgeted for in 2026.

Committee Recommendation: 3-0 Approve

- 2) Motion to approve Parking Services Department Budget Modification # 2026-07 for capital repairs to elevators at garages in the amount of \$6,006.00 (attachment)

Issue: Budget modification is needed for required repairs for garage elevators

Committee Recommendation: 3-0 Approve

- 3) Motion to approve purchasing requests (attachment):

Issue: Review and recommend the approval of qualifying purchase orders

1. All Seasons Landscaping Co for \$26,250
2. Treemendous \$20,000
3. Code Elevator: Parking Garage Repairs \$88,175
4. Code Elevator: Parking & PW Service Contract 2026 for \$10,035
5. ORAD: Leadership Coaching for \$11,000

Committee Recommendation: 3-0 Approve

E. Smart Growth

- 1) Motion to direct solicitor to prepare Mobile Food Truck Ordinance and schedule hearing in November (attachment)

Issue: Creation of a stand-alone mobile food truck ordinance to clarify safety and enforcement regulations.

Committee Recommendation: 3-0 Approve

- 2) Motion to approve HARB applications

Issue: Consider a Motion to approve the August HARB Certificate of Appropriateness (attachment)

1. 2026-19: 16 E. Gay St-Revised sign

2. 2026-20: 208 E Market Street: Sign and façade for Homeward Bound Tattoo

Committee Recommendation: 3-0 Approve

- F. Motion to approve 2027 Minimum Municipal Obligation for defined benefit pension plans.

VIII. Other Business

IX. 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.

ORDINANCE NO. ____ - 2026

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, REPEALING THE BOROUGH OF WEST CHESTER'S STREAM PROTECTION FEE ORDINANCE WHICH IS CODIFIED IN CHAPTER 94A OF THE BOROUGH OF WEST CHESTER CODE IN ITS ENTIRETY.

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

SECTION 1. The Borough of West Chester's Stream Protection Fee Ordinance, adopted on June 27, 2016 in Ordinance No. 5-2016, as amended, which is codified in Chapter 94A of the Borough of West Chester Code, is repealed in its entirety.

SECTION 2. SEVERABILITY. If any provision of this Ordinance, or the application thereof to any person or circumstance, is held invalid, such invalidity shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect.

SECTION 3. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS ____ DAY OF _____, 2026.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Nicole Scimone, President

APPROVED THIS ____ DAY OF _____, 2026.

Lillian L. DeBaptiste, Mayor

2027 Manager Budget Presentation

Borough of West Chester

Sean Metrick, Borough Manager

September 15, 2026



What does local government do?



Local Government has Value

PUBLIC SAFETY – Police, Fire, Emergency Medical

SERVICES – Administration, Planning, Governance, Trash and Recycling, Parking management, Building permits and codes, Licenses, Recreation events, Support downtown business, Support West Chester Public Library

INFRASTRUCTURE – Streets, Trees, Parks and open spaces, Public buildings, parking lots and garages, storm sewers, sanitary sewers and wastewater treatment, green stormwater facilities



West Chester's government services are reasonably priced

Median Home Assessed Value \$180,000

Median Household income

\$127,000 (West Chester Area)

\$78,385 (West Chester Borough)

Current property tax = \$1,456/ year

Current Borough EIT = \$589/ year

Current Stream Fee = \$155/ year

\$2,200 per year
=
\$183 per month

Rents are high

67% of residents rent their home

median rent \$1,730/month

utilities \$270/month

30% of household income

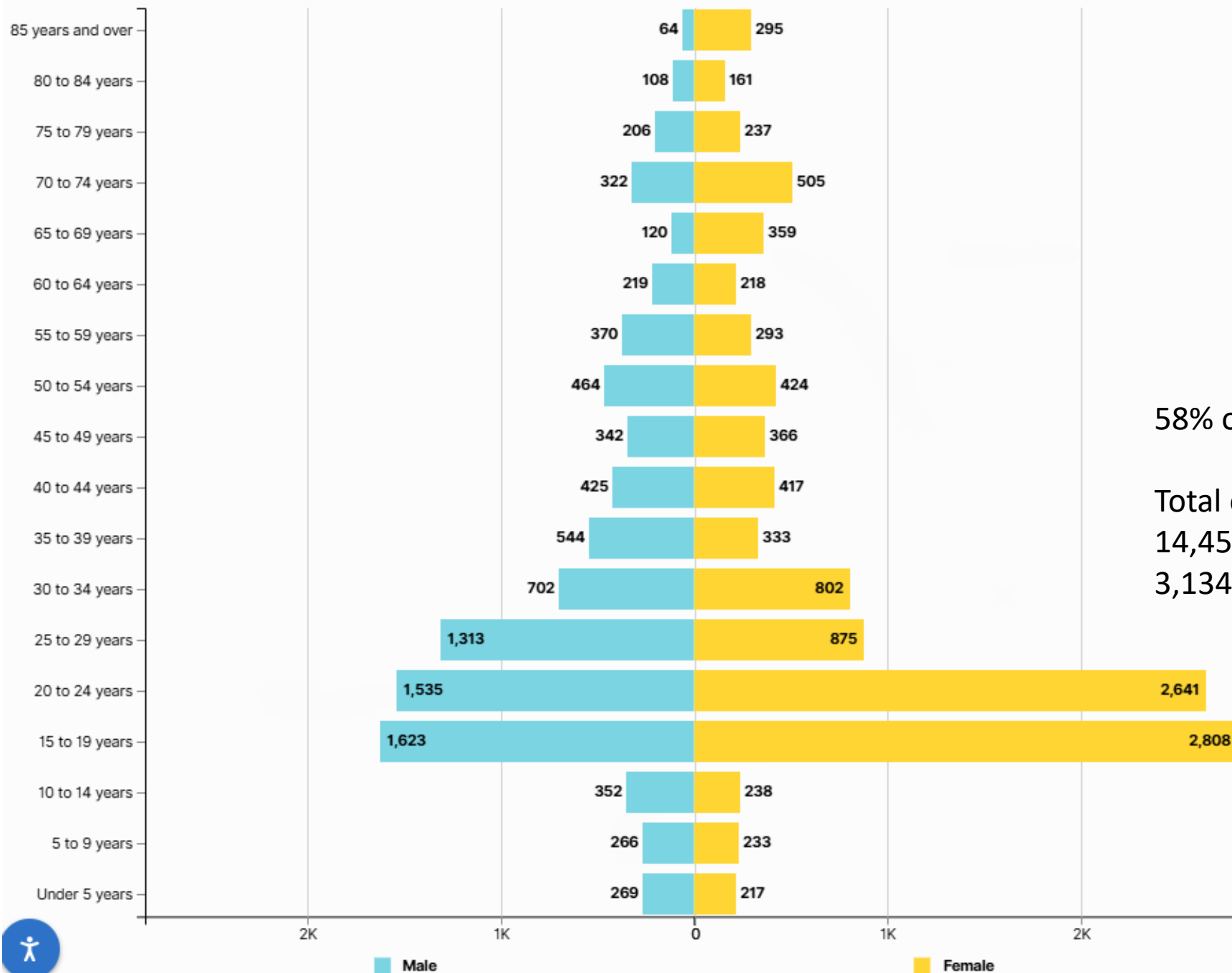
Who lives in West Chester?



- More young people than any place in Chester County (31% aged 20-29) median age = 25
- Very small proportion of families with young children under 18
- ~25% nonwhite race and ethnicity
- Only 22% are married (67% never married)
- 80% of population 15 years or less in tenure
- 60% college graduates same as Chesco
- Close to work – one of lowest mean commutes 20m. Highest proportion walk to work 13.9%

Portraits generated using AI

West Chester borough, Chester County, Pennsylvania



58% of WCU students are women

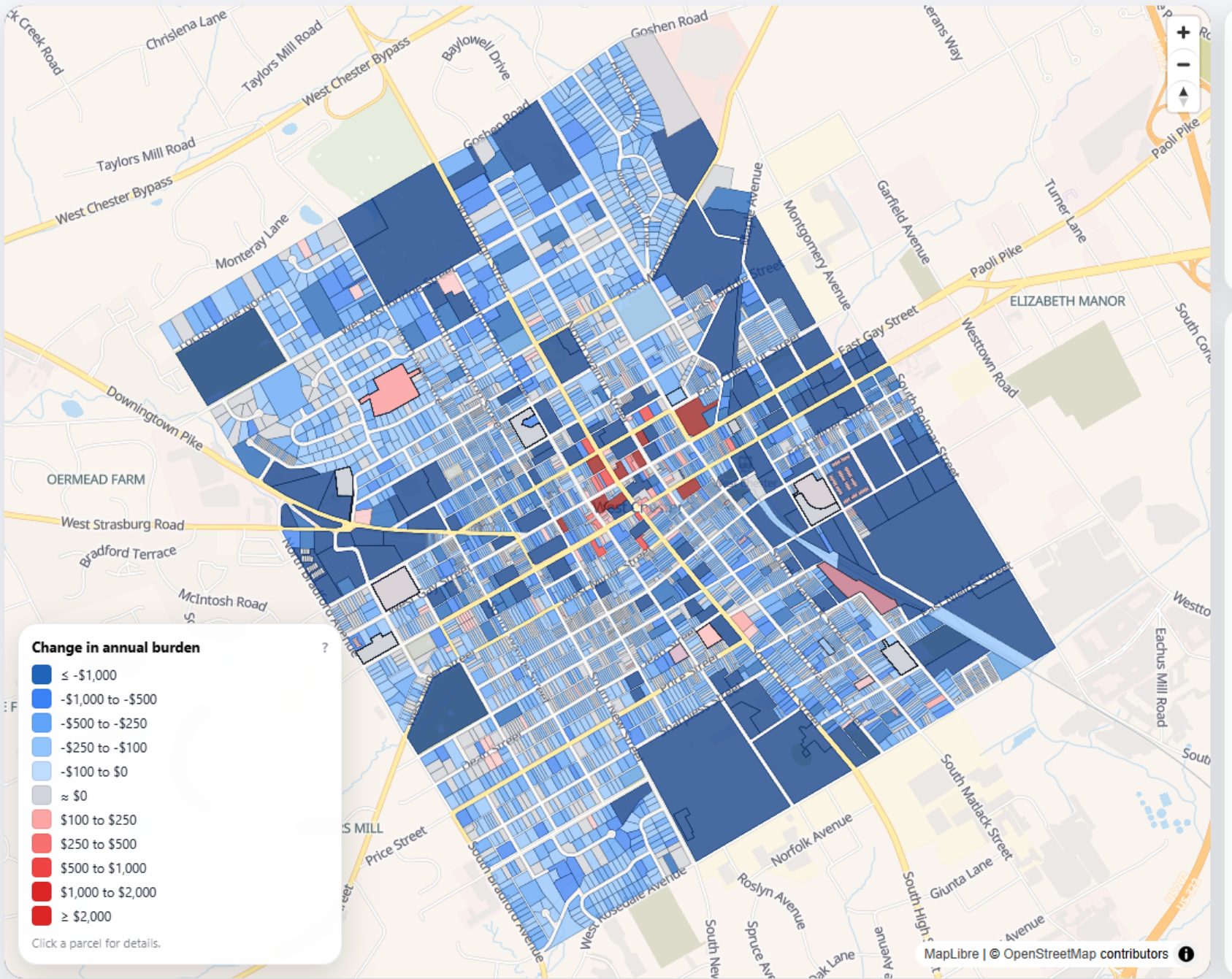
Total of 17,170 students
14,450 undergraduate
3,134 part-time students

Source: US Census American
Community Survey 2024

Stormwater Management - Stream Protection Fund

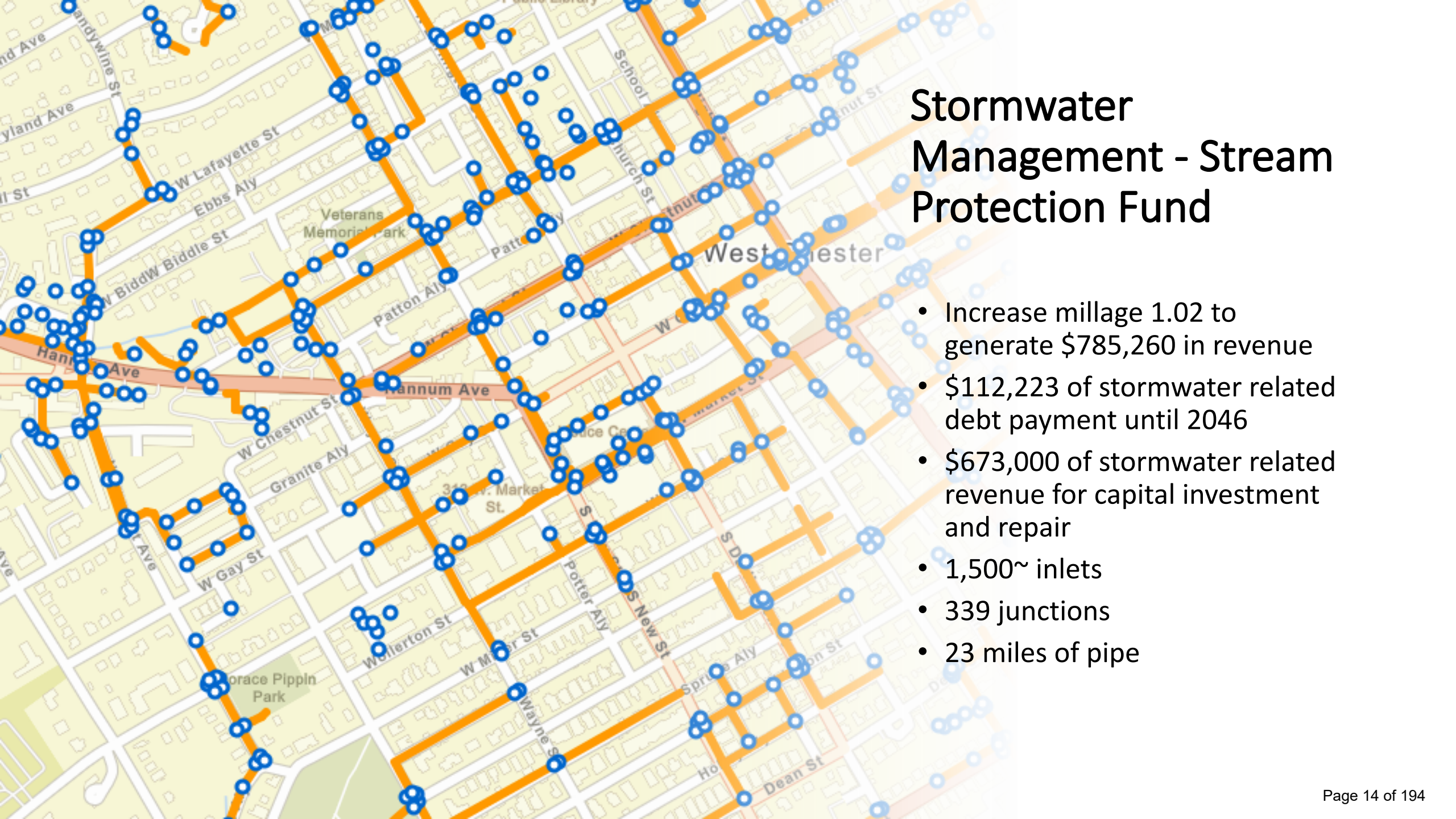
- 2017-2026 ten years of the fee program about \$1.2m in revenue from fees based on impervious coverage (buildings and paving on a lot).
- Annual capital projects and maintenance to repair and improve the system
- State mandate to improve stormwater
- Local mandate to be responsible stewards





Stormwater Management Legacy and Future

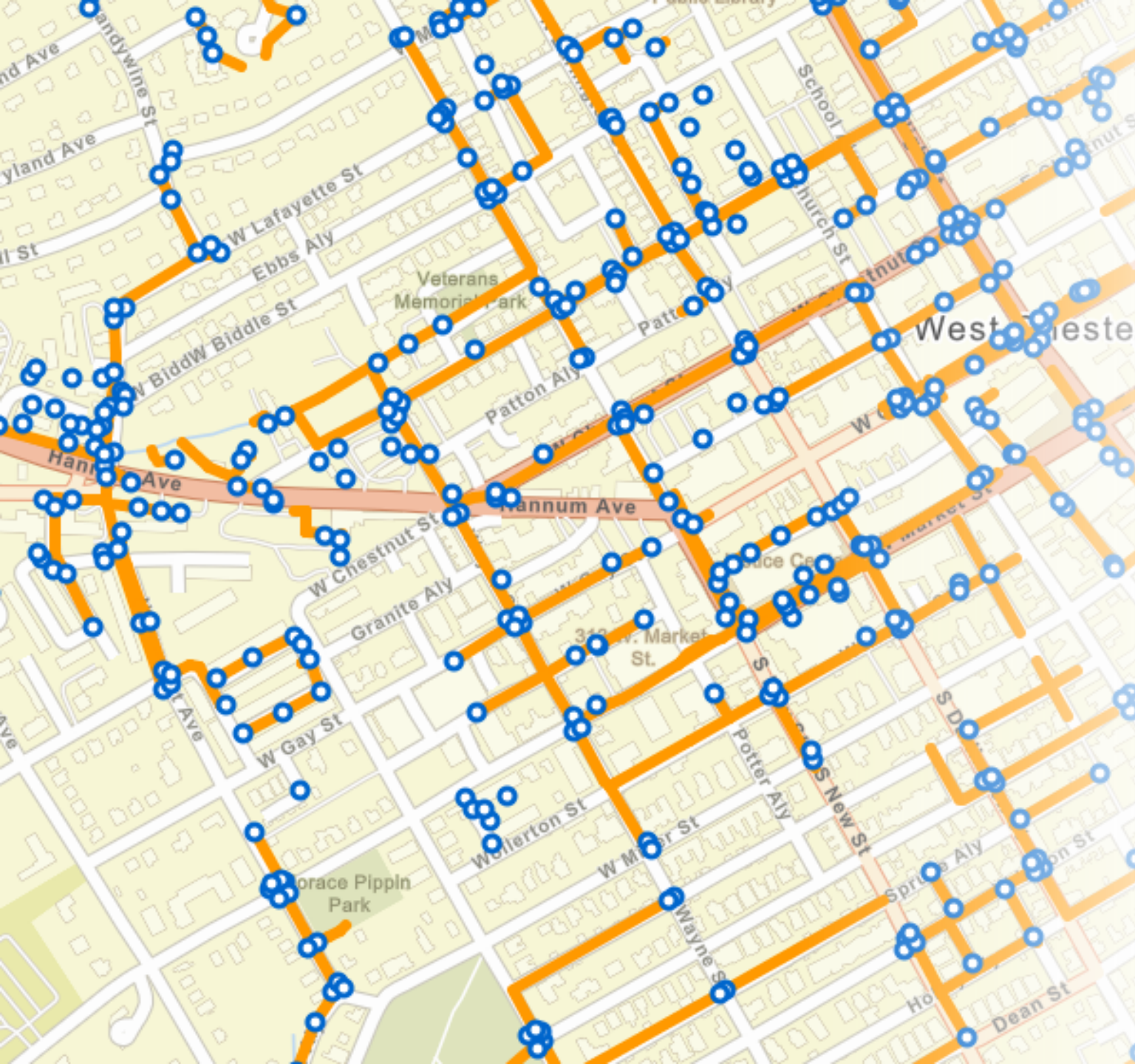
- Reduce the scope of the program by ~30%
- Revenue to come from a property tax replacing the fee – but only taxable properties
- Net decrease for more than half of properties



Stormwater Management - Stream Protection Fund

- Increase millage 1.02 to generate \$785,260 in revenue
- \$112,223 of stormwater related debt payment until 2046
- \$673,000 of stormwater related revenue for capital investment and repair
- 1,500~ inlets
- 339 junctions
- 23 miles of pipe

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 - 23 miles of pipe
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Stormwater Management - Stream Protection Fund

- 50% of property owners realize a (\$24) decrease in overall bill
- 10th percentile sees a (\$214) decrease and the 90th percentile a \$68 increase
- 2,848 parcels decrease
- 1,581 parcels increase

Decision-maker totals

Current tax revenue

\$6,342,352

Current SPF revenue

\$1,410,846

Current total revenue

\$7,753,198

Projected tax revenue

\$7,142,007

Net vs current total: **-\$611,192**

Taxable parcels

4,306

Exempt parcels

164

Taxable assessed base

\$783,974,389

Per-parcel impact

Median change

-\$24

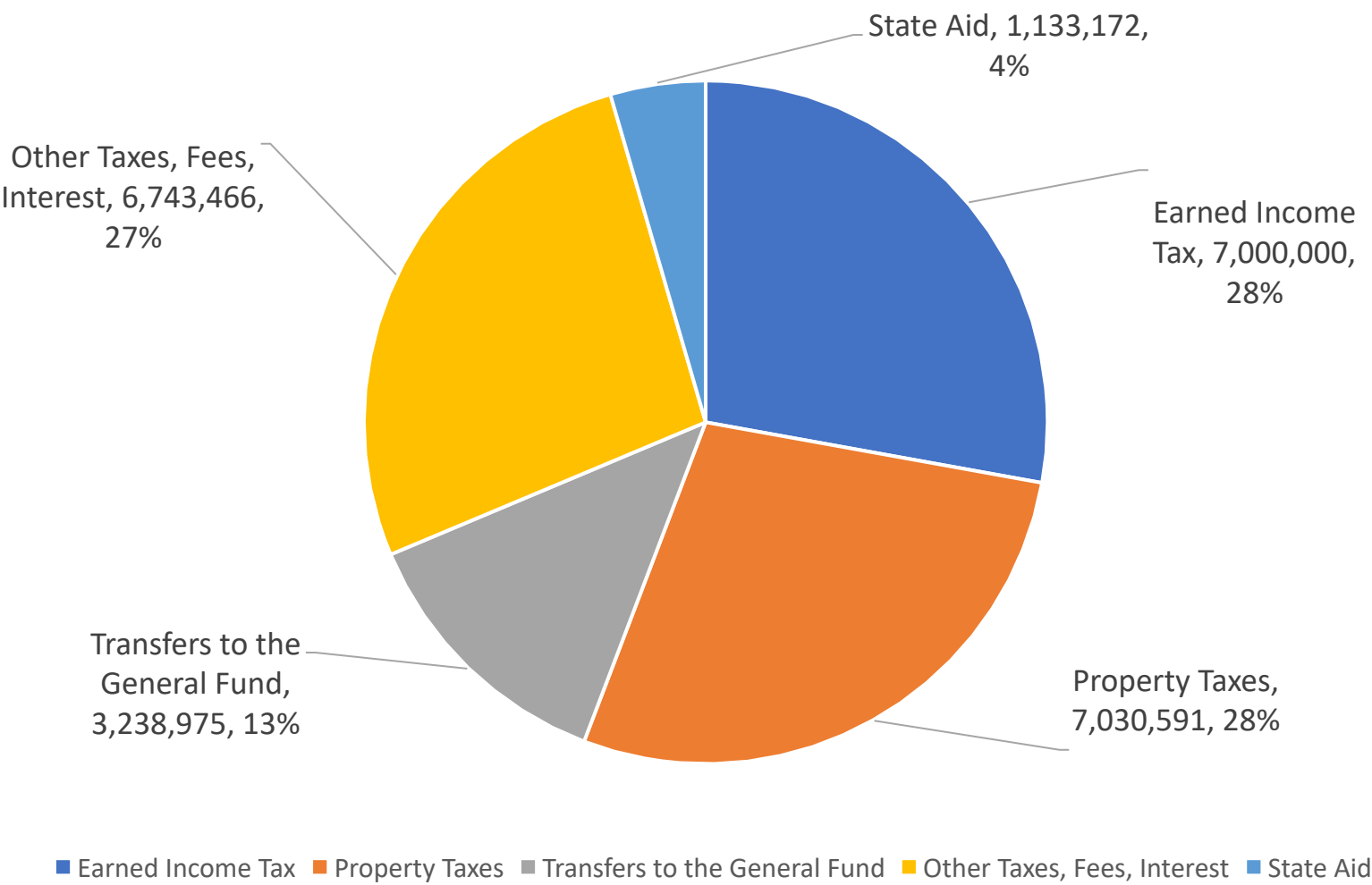
10th-90th: -\$214 to \$68

Min / Max change

-\$71,046 / \$7,734

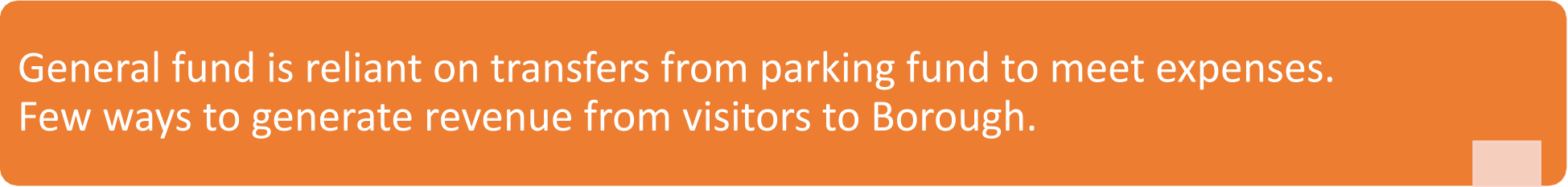
Parcels: ↑ 1,581 • ↓ 2,848 • ~ 41

General Fund Revenue Share



Transfer\$ to the General Fund

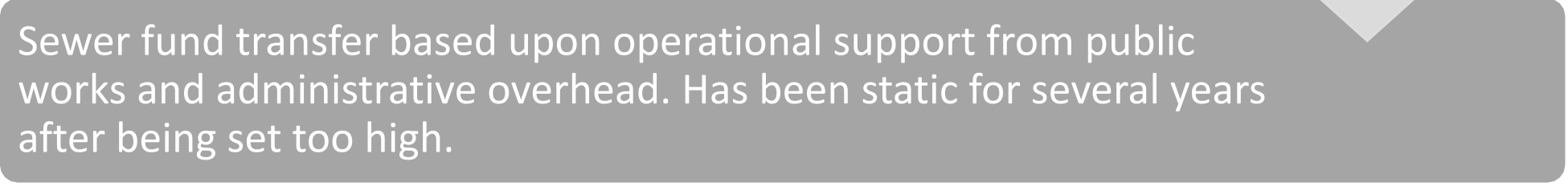
General fund is reliant on transfers from parking fund to meet expenses. Few ways to generate revenue from visitors to Borough.

An orange rectangular box with rounded corners containing text. A light orange arrow points downwards from the bottom right corner of this box to the top right corner of the box below it.

Increasing performance and cash balances allows for increasing transfers to be considered.

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Sewer fund transfer based upon operational support from public works and administrative overhead. Has been static for several years after being set too high.

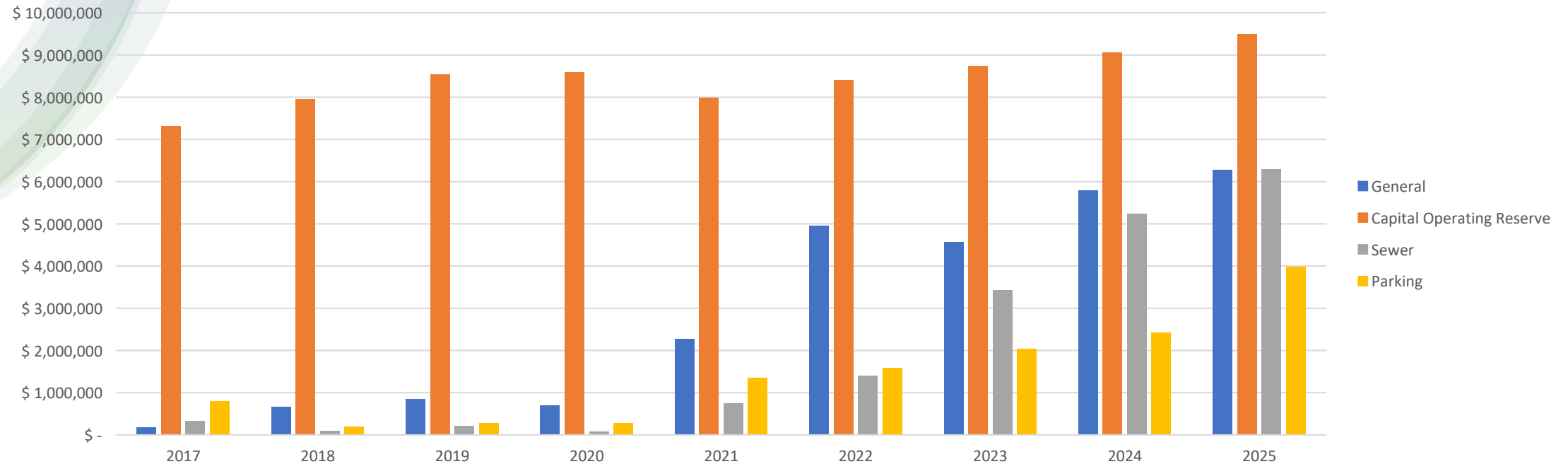
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Vehicle Fleet

- Reduction in vehicle fleet – elimination of duplication, more sharing of vehicles between departments, less running costs (insurance, maintenance, fuel), less long - term storage cost at ~\$250/sqft
- Vehicle leasing – Recycling of vehicles coming off lease in 2027 (12) assumed resale values impacting future leases
- Sale of assets adding \$200,000 to 2027 capital program
- Min 34 mpg city for all passenger cars – lowering fuel costs all departments

Cash and Investments Year End



Increasing interest earnings on large cash balances across whole enterprise

Money market yielding 3.78%

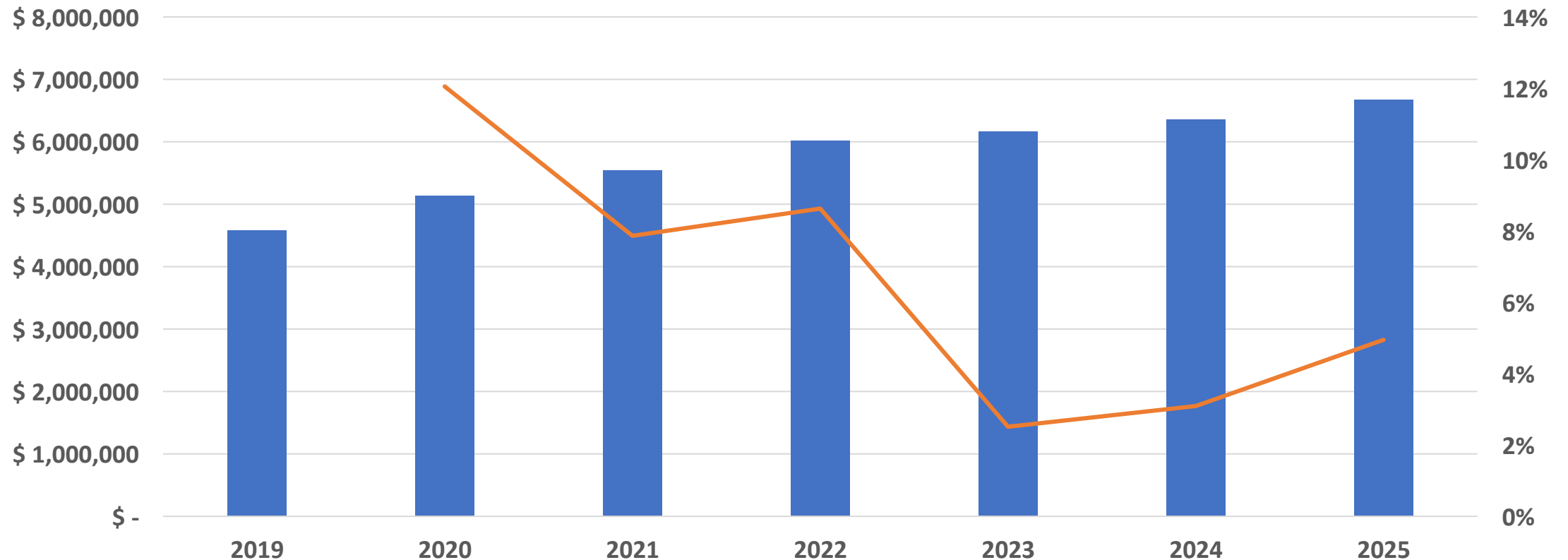
Current Yield in 2/5/10 year US treasury (4.68%, 4.86%, 5.04%)

Revenue Assumptions

Revenue Assumptions

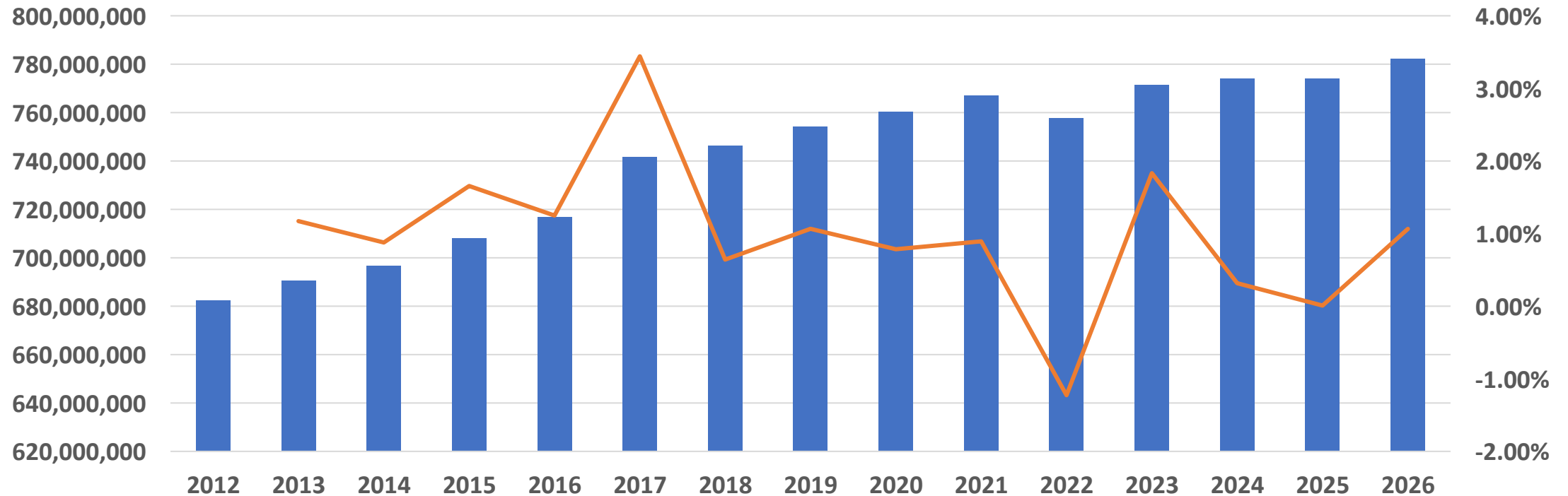
2027 budget equals +2.9% prior year projected actual

Earned Income Tax Collections and Percentage Change



Revenue Assumptions – Update in October/ November

Total Assessed Value - Taxable Property Only



Likely to add ~\$70,000 of revenue to current budget



2027 Budget Points

- Solution for ongoing stormwater management work is to reduce footprint of program and replace the stream fee with a property tax. Half of all property owners will realize a \$24 decrease in cost.
- Looking at staffing efficiency in all departments. Sharing assignments and attrition
- Preliminary budget adoption in October

Summary By Fund

Fund	Department	2027 Revenue	2027 Expense	Variance	
General	Administration and Finance	21,216,934	4,871,077	16,345,857	
General	Police	2,545,895	12,578,729	(10,032,834)	
General	Building, Housing, and Codes Enforcement	964,600	1,045,542	(80,942)	
General	Information Technology	0	712,147	(712,147)	
General	Public Works	253,275	5,403,531	(5,150,256)	
General	Recreation	165,500	535,178	(369,678)	
	Total	25,146,204	25,146,204	(0)	
Fire	Fire Services	2,278,571	2,278,571	-	
Wastewater	WasteWater Treatment	6,500,059	8,801,281	(2,301,223)	
Parking	Parking Services	5,879,000	5,968,881	(89,881)	
Capital	General Fund capital program	1,172,141	1,172,141	-	
Liquid Fuels		428,064	428,064	-	-
Stream Protection		848,500	848,500	-	
		<u>42,252,539</u>	<u>44,643,643</u>	<u>(2,391,104)</u>	

ADMINISTRATION AND FINANCE

OPERATING REVENUE				2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget Variance	Budget	Variance	over P/Y
01	30110 90		Real Estate Tax Revenue-CY Levy	6,229,440	7,030,591	801,151	6,229,440	801,151	13%
01	30120 90		Real Estate Tax Revenue-PY Levy	200,000	180,000	(20,000)	110,000	70,000	64%
01	31020 90		Earned Income Tax	6,800,000	7,000,000	200,000	6,706,325	293,675	4%
01	31030 90		Business Privilege Tax	130,000	148,000	18,000	140,000	8,000	6%
01	31050 90		Local Services Tax	863,000	825,000	(38,000)	700,000	125,000	18%
01	31010 90		Real Estate Transfer Tax	571,000	645,000	74,000	630,000	15,000	2%
01	32180 90		Cable TV Franchise Revenue	247,243	206,320	(40,923)	250,000	(43,680)	-17%
01	34100 90		Interest Income	215,645	325,000	109,355	145,000	180,000	124%
01	35505 90		Gen Mun Pension-State Aid	1,191,169	1,113,167	(78,002)	1,191,169	(78,002)	-7%
01	35600 90		Payment in Lieu of Taxes	14,000	14,000	-	14,000	-	0%
01	36165 90		Certification Fees	46,508	50,000	3,492	67,000	(17,000)	-25%
01	36561 90		Library/BID Medical Ins. Reimbursement	100,487	111,076	10,589	100,487	10,589	11%
01	36562 90		PHMIC Refund	279,865	299,750	19,885	275,000	24,750	9%
01	38000 90		Misc Revenue	25,988	25,000	(988)	20,000	5,000	25%
01	38030 90		Ucomp Reimbursement	5,332	5,055	(277)	3,000	2,055	69%
TOTAL OPERATING REVENUE				16,919,677	17,977,959	1,058,282	16,581,421	1,396,538	8%

TRANSFERS IN				2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget Variance	Budget	Variance	over P/Y
01	39208 90		Trf from Sewer Fund	600,000	600,000	-	600,000	-	0%
01	39209 90		Trf from Parking Fund	2,217,384	2,327,867	110,483	2,217,384	110,483	5%
01	39210 90		Trf from Capital Operating Fund	143,646	150,000	6,354	143,646	6,354	4%
01	39216 90		Trf from Stream Protection Fund	262,815	-	(262,815)	262,815	(262,815)	-100%
01	39217 90		Trf from OPEB	192,755	100,000	(92,755)	192,755	(92,755)	-48%
01	39205 90		Trf from Fire Fund	61,108	61,108	-	61,108	-	0%
TOTAL TRANSFERS IN				3,477,708	3,238,975	(238,733)	3,477,708	(238,733)	-7%

TOTAL REVENUE				20,397,385	21,216,934	819,549	20,059,129	1,157,805	6%
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EXPENSE**SALARY EXPENSE**

Fund	G/L Code	Dept	Account Name	2026 Proj. vs			2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
				2026 Projected Actual	2027 Budget	2027 Budget Variance			
01	40005 90		Salary Expense- Mayor/Council	33,000	33,000	-	33,000	-	0%
01	40110 90		Salary Expense- Borough Manager	170,040	177,332	7,292	176,391	941	1%
01	40212 90		Salary Expense- Finance	271,986	283,090	11,104	271,986	11,104	4%
01	40612 90		Salary Expense- Administration	458,030	476,765	18,735	458,030	18,735	4%
01	48110 90		FICA Expense	71,379	74,219	2,840	71,865	2,354	3%
01	48330 90		NU Defined Contribution Expense	33,249	34,616	1,367	33,249	1,367	4%
01	48400 90		WC Insurance Expense	8,619	4,200	(4,419)	9,151	(4,951)	-54%
01	48700 90		Insurance Expense- Medical	298,422	346,576	48,154	358,445	(11,869)	-3%
TOTAL SALARY EXPENSE				1,344,725	1,429,796	85,072	1,412,117	17,679	1%

OPERATING EXPENSES

Fund	G/L Code	Dept	Account Name	2026 Proj. vs			2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
				2026 Projected Actual	2027 Budget	2027 Budget Variance			
01	40122 90		Printing Expense	23,500	24,000	500	23,500	500	2%
01	40123 90		Human Resource Dept. Expense	20,000	34,000	14,000	22,500	11,500	51%
01	40124 90		Lease Expense	5,130	5,130	(0)	5,130	(0)	0%
01	40133 90		Admin Expense	20,000	20,000	-	4,000	16,000	400%
01	40134 90		Codification Expense	10,000	12,000	2,000	12,000	-	0%
01	40150 90		Boards and Commissions Expense	17,520	10,000	(7,520)	10,000	-	0%
01	40332 90		Qualifying Volunteer Tax Credit	10,254	12,000	1,746	12,000	-	0%
01	40431 90		Legal Fees	120,000	142,000	22,000	124,000	18,000	15%
01	40449 90		Legal Fees- Employment	10,000	48,000	38,000	60,000	(12,000)	-20%
01	40621 90		Office Supplies Expense	6,000	6,000	-	6,000	-	0%
01	40634 90		Advertising Expense	7,000	7,200	200	8,000	(800)	-10%
01	40639 90		Bank Fees	45,005	20,000	(25,005)	16,050	3,950	25%
01	40646 90		Training Expense	30,000	30,000	-	30,320	(320)	-1%
01	40654 90		Tuition Reimbursement Expense	-	3,600	3,600	3,600	-	0%
01	40685 90		Stenographer Expense	4,500	4,500	-	1,200	3,300	275%
01	40745 90		Software Expense	140,000	118,151	(21,849)	145,132	(26,981)	-19%
01	40931 90		Utilities Expense	45,000	35,200	(9,800)	50,000	(14,800)	-30%
01	43823 90		Payroll Processing Expense	67,200	70,886	3,686	68,000	2,886	4%
01	45650 90		Library Allocation	110,000	117,596	7,596	110,000	7,596	7%
01	45657 90		Audit Expense	44,500	55,000	10,500	60,000	(5,000)	-8%
01	45760 90		Off Site Storage Expense	3,235	3,500	265	4,100	(600)	-15%
01	47180 90		Principal -2014 Energy	49,000	51,000	2,000	49,000	2,000	4%
01	47181 90		Principal -2016 Building	260,000	270,000	10,000	260,000	10,000	4%
01	47182 90		Principal -2016 Stream Protection	60,000	60,000	-	60,000	-	0%
01	47184 90		Principal -2016 Fire Truck	125,000	125,000	-	125,000	-	0%
01	47222 90		Interest Expense- 2016 Building	131,936	125,176	(6,760)	131,936	(6,760)	-5%
01	47223 90		Interest Expense- 2016 Fire Truck	57,026	53,776	(3,250)	57,026	(3,250)	-6%

01	47225 90	Interest Expense- 2016 Stream Protection	53,783	52,223	(1,561)	53,783	(1,561)	-3%
01	47294 90	Interest Expense- 2014 Energy	42,885	38,385	(4,500)	42,885	(4,500)	-10%
01	48660 90	Fidelity Bond-Mgr/Treas	1,619	1,700	81	1,700	-	0%
01	48610 90	Liab/Cas/Auto Insurance Expense	55,000	62,039	7,039	55,000	7,039	13%
01	48952 90	Good Fellowship Contracted EMS Expense	281,730	312,770	31,040	298,215	14,555	5%
TOTAL OPERATING EXPENSES			<u>1,856,823</u>	<u>1,930,832</u>	<u>74,009</u>	<u>1,910,077</u>	<u>20,755</u>	<u>1%</u>

TRANSFERS OUT				2026 Proj. vs			2026		Y o Y Budget		Inc/(Dec) over P/Y
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	Budget	Variance	Budget	Variance	
01	49205 90		Trf to Fire Fund	559,987	578,921	18,934	559,987	18,934			3%
01	49210 90		Trf to Capital	115,000	-	(115,000)	115,000	(115,000)			-100%
01	49216 90		Trf to Stream Protection	52,105	668,500	616,395	52,105	616,395			1183%
01	49265 90		Trf to NonUniform Pension Fund	232,321	263,027	30,706	232,321	30,706			13%
TOTAL TRANSFERS OUT				959,413	1,510,448	551,035	959,413	551,035			57%
TOTAL EXPENSES				4,160,961	4,871,077	710,116	4,281,607	589,470			14%

POLICE

OPERATING REVENUE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
01	33112	40	Ordinance Violations	280,000	280,000	-	280,000	-	0%
01	35810	40	EBT Police Protection Contract	1,911,053	1,987,495	76,442	1,911,053	76,442	4%
01	36210	40	Police Services O/T Reimb	180,153	225,000	44,847	155,920	69,080	44%
01	36211	40	Police Records	7,260	8,400	1,140	9,060	(660)	-7%
01	36213	40	Alarm Revenue	9,150	20,000	10,850	30,000	(10,000)	-33%
01	38002	40	Restitution Payments	24,204	25,000	796	16,670	8,330	50%
TOTAL REVENUE				2,411,820	2,545,895	134,075	2,402,703	143,192	6%

EXPENSE

SALARY EXPENSE				2026	2027	2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
01	41010	40	Salary Expenses- LTS	576,490	603,904	27,414	561,699	42,205	8%
01	41012	40	Salary Expenses- Police Officers	5,657,499	5,679,631	22,132	5,451,894	227,737	4%
01	41014	40	Salary Expense- Dispatch/Pol Admin	817,588	884,124	66,536	881,232	2,892	0%
01	41015	40	Salary Expense- Police Chief	201,037	212,181	11,144	195,619	16,562	8%
01	41018	40	Salary Expense- OT	380,334	380,000	(334)	372,500	7,500	2%
01	48110	40	FICA Expense	176,933	167,333	(9,600)	162,849	4,484	3%
01	48330	40	NU Defined Contribution Expense	13,663	19,318	5,655	13,663	5,655	41%
01	48400	40	WC Insurance Expense	438,475	468,266	29,791	374,177	94,089	25%
01	48700	40	Insurance Expense- Medical	1,507,071	1,598,861	91,790	1,551,378	47,483	3%
TOTAL SALARY EXPENSE				9,769,090	10,013,616	244,526	9,565,011	448,605	5%

OPERATING EXPENSES				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
01	40121	40	Office Supplies Expense	2,950	7,500	4,550	5,000	2,500	50%
01	40122	40	Printing Expense	4,923	3,500	(1,423)	6,062	(2,562)	-42%
01	40124	40	Lease Expense	156,715	188,762	32,047	159,500	29,262	18%
01	40133	40	Admin Expense	3,000	5,000	2,000	3,000	2,000	67%
01	40280	40	Civil Service Expense	35,000	40,000	5,000	20,000	20,000	100%
01	40931	40	Utilities Expense	56,776	48,427	(8,349)	56,776	(8,349)	-15%
01	41023	40	Small Equipment Expense	18,000	24,150	6,150	23,000	1,150	5%
01	41031	40	Contract Expenses	78,000	122,276	44,276	116,453	5,823	5%
01	41032	40	Cell Block Expense	1,200	2,000	800	2,000	-	0%
01	41033	40	False Arrest Insurance Expense	-	-	-	27,625	(27,625)	-100%
01	42010	40	Uniform Expense	50,000	67,000	17,000	65,000	2,000	3%
01	43031	40	Fuel Expense	66,000	70,000	4,000	58,000	12,000	21%
01	43822	40	Software Expense	18,750	21,525	2,775	20,500	1,025	5%

01	45300	40	Donations Expense	-	500	500	500	-	0%
01	45655	40	Armory Expense	-	35,385	35,385	33,700	1,685	5%
01	45712	40	Informant Expense	5,000	5,000	-	5,000	-	0%
01	45756	40	Medical Services Expense	9,770	12,358	2,588	11,770	588	5%
01	45762	40	Mayor's Expense	5,000	5,000	-	5,000	-	0%
01	45772	40	Unit Expenses	50,000	84,000	34,000	92,250	(8,250)	-9%
01	45774	40	Training Expense	60,000	73,500	13,500	70,000	3,500	5%
01	45800	40	SPCA Expense	23,000	25,000	2,000	15,000	10,000	67%
01	45810	40	Translation Expense	2,300	2,500	200	2,500	-	0%
01	48610	40	Insurance Expense	105,000	107,231	2,231	95,064	12,167	13%
TOTAL OPERATING EXPENSE				751,384	950,615	199,231	893,700	56,915	6%

TRANSFERS OUT				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
01	49210	40	Trf to Capital	115,000	214,910	99,910	115,000	99,910	87%
01	49260	40	Trf to Police Pension	1,424,902	1,399,588	(25,314)	1,424,902	(25,314)	-2%
01	49217	40	Trf to OPEB	85,000	-	(85,000)	85,000	(85,000)	-100%
TOTAL TRANSFERS OUT				1,624,902	1,614,498	(10,404)	1,624,902	(10,404)	-1%
TOTAL EXPENSES				12,145,376	12,578,729	433,353	12,083,613	495,116	4%

BUILDING, HOUSING, AND CODES ENFORCEMENT

OPERATING REVENUE				2026 Proj. vs					Inc/(Dec)	
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	over P/Y	
01	33112	50	Ordinance Violations	58,163	60,000	1,837	70,000	(10,000)	-14%	
01	32176	50	Licenses/Permits-Mechanical	10,000	30,000	20,000	60,000	(30,000)	-50%	
01	36135	50	Zoning Site Inspections	-	5,000	5,000	3,000	2,000	67%	
01	36241	50	Licenses/Permits-Building	373,148	382,600	9,452	300,000	82,600	28%	
01	36242	50	Licenses/Permits-Electrical	40,000	39,000	(1,000)	30,000	9,000	30%	
01	36243	50	Licenses/Permits- Plumbing	20,000	35,000	15,000	20,000	15,000	75%	
01	36244	50	Zoning Hearing Board Review Fees	20,000	25,000	5,000	40,000	(15,000)	-38%	
01	36245	50	Licenses/Permits- Rental	338,385	388,000	49,615	388,000	-	0%	
TOTAL OPERATING REVENUE				859,696	964,600	104,904	911,000	53,600	6%	

EXPENSE

SALARY EXPENSE				2026 Proj. vs					Inc/(Dec)	
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	over P/Y	
01	41310	50	Salary Expense- Housing	496,268	553,828	57,560	517,024	36,804	7%	
01	40618	50	Salary Expense- O/T	2,300	3,500	1,200	1,500	2,000	133%	
01	48110	50	FICA Expense	38,140	42,636	4,495	39,667	2,969	7%	
01	48330	50	NU Defined Contribution Expense	26,071	28,131	2,060	25,851	2,280	9%	
01	48400	50	WC Insurance Expense	5,484	27,788	22,304	5,484	22,304	407%	
01	48700	50	Insurance Expense- Medical	172,325	192,457	20,132	205,447	(12,990)	-6%	
TOTAL SALARY EXPENSE				740,588	848,340	107,751	794,973	53,367	7%	

OPERATING EXPENSES				2026 Proj. vs 2027 Budget		2026		Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	Variance	Budget	Variance	over P/Y
01	40122	50	Printing Expense	500	1,500	1,000	3,000	(1,500)	-50%
01	40124	50	Lease Expense	14,337	12,702	(1,635)	9,558	3,144	33%
01	40646	50	Training Expense	10,000	24,000	14,000	24,000	-	0%
01	40931	50	Utilities Expense	7,935	8,700	765	4,000	4,700	118%
01	41328	50	Plumbing Inspection Expense	-	15,600	15,600	-	15,600	#DIV/0!
01	41331	50	Zoning Hearing Expense	55,000	43,000	(12,000)	50,000	(7,000)	-14%
01	41332	50	Electrical Inspector Fees	-	13,600	13,600	15,000	(1,400)	-9%
01	41333	50	Mechanical Inspector Fees	-	12,000	12,000	20,000	(8,000)	-40%
01	41340	50	Building Inspections Expense	17,425	35,000	17,575	75,000	(40,000)	-53%
01	41341	50	Conditional Use Expense	-	5,000	5,000	-	5,000	#DIV/0!
01	42007	50	Professional Fees	-	12,500	12,500	-	12,500	#DIV/0!
01	42010	50	Uniform Expense	500	2,500	2,000	-	2,500	#DIV/0!
01	43031	50	Fuel Expense	1,200	1,500	300	1,500	-	0%
01	43612	50	DCED Filing Fees	-	6,000	6,000	3,000	3,000	100%
01	45760	50	Off Site Storage Expense	3,213	3,600	387	3,500	100	3%
TOTAL OPERATING EXPENSES				110,110	197,202	87,092	208,558	(11,356)	-5%
TOTAL EXPENSES				850,698	1,045,542	194,843	1,003,531	42,011	4%

INFORMATION TECHNOLOGY

EXPENSE

SALARY EXPENSE

Fund	G/L Code	Dept	Account Name	2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
				Projected Actual	Budget	2027 Budget Variance	Budget	Variance	over P/Y
01	40712	70	Salary Expense- IT	189,476	197,053	7,577	189,476	7,577	4%
01	48110	70	FICA Expense	14,495	15,075	580	14,495	580	4%
01	48330	70	NU Defined Contribution Expense	3,212	3,291	79	3,212	79	2%
01	48400	70	WC Insurance Expense	1,922	957	(965)	1,922	(965)	-50%
01	48700	70	Insurance Expense- Medical	74,425	72,539	(1,886)	70,280	2,259	3%
TOTAL SALARY EXPENSE				283,530	288,916	5,386	279,385	9,531	3%

OPERATING EXPENSES

Fund	G/L Code	Dept	Account Name	2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
				Projected Actual	Budget	2027 Budget Variance	Budget	Variance	over P/Y
01	40646	70	Training Expense	7,500	10,000	2,500	10,000	-	0%
01	40931	70	Utilities Expense	3,600	3,000	(600)	2,700	300	11%
01	43829	70	Microsoft Expense	38,220	45,000	6,780	45,000	-	0%
01	45659	70	Backup/ Support Service Expense	42,452	55,000	12,548	54,000	1,000	2%
01	45766	70	Parts Expense	32,000	30,000	(2,000)	30,000	-	0%
01	45782	70	Remote Access Points Expense	3,500	5,000	1,500	4,000	1,000	25%
01	45798	70	Software Expense	26,560	34,000	7,440	24,000	10,000	42%
01	45802	70	Advanced Threat Expense	75,000	85,000	10,000	80,000	5,000	6%
01	45820	70	Website Expense	20,330	38,000	17,670	25,000	13,000	52%
TOTAL OPERATING EXPENSES				249,162	305,000	55,838	274,700	30,300	11%

TRANSFERS OUT

Fund	G/L Code	Dept	Account Name	2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
				Projected Actual	Budget	2027 Budget Variance	Budget	Variance	over P/Y
01	49210	70	Trf to Capital Fund	62,414	118,231	55,817	62,414	55,817	89%
TOTAL TRANSFERS OUT				62,414	118,231	55,817	62,414	55,817	89%

TOTAL EXPENSES

595,106	712,147	117,041	616,499	95,648	16%
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PUBLIC WORKS

OPERATING REVENUE				2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget	Budget	Variance	over P/Y
01	32280	80	Street Opening/Sidewalk Permit Fees	102,000	115,000	13,000	125,000	(10,000)	-8%
01	35500	80	Grant Revenue- Recycling	60,000	60,000	-	60,000	-	0%
01	35103	80	Winter Maintenance Revenue	33,000	35,000	2,000	33,000	2,000	6%
01	36451	80	Recycling Revenue	9,105	12,000	2,895	10,000	2,000	20%
01	36481	80	Dumpster Fees	5,823	6,275	452	5,000	1,275	26%
01	36482	80	Trash Bag Fees	30,000	25,000	(5,000)	28,000	(3,000)	-11%
TOTAL OPERATING REVENUE				239,928	253,275	13,347	261,000	(7,725)	-3%

EXPENSE

SALARY EXPENSE				2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget	Budget	Variance	over P/Y
01	41018	80	Salary Expense- O/T	73,216	60,000	(13,216)	50,000	10,000	20%
01	43012	80	Salary Expense- PW	1,981,588	1,996,160	14,572	2,030,035	(33,875)	-2%
01	48110	80	FICA Expense	157,193	157,296	104	159,123	(1,827)	-1%
01	48330	80	NU Defined Contribution Expense	38,133	46,779	8,646	42,342	4,437	10%
01	48400	80	WC Insurance Expense	183,137	122,643	(60,494)	183,137	(60,494)	-33%
01	48700	80	Insurance Expense- Medical	646,382	704,519	58,137	733,961	(29,442)	-4%
TOTAL SALARY EXPENSE				3,079,649	3,087,397	7,749	3,198,598	(111,201)	-3%

OPERATING EXPENSES				2026	2027	2026 Proj. vs	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget	Budget	Variance	over P/Y
01	40121	80	Office Supplies Expense	1,875	3,000	1,125	2,000	1,000	50%
01	40122	80	Printing Expense	3,260	3,600	340	3,000	600	20%
01	40124	80	Lease Expense	64,460	41,216	(23,244)	63,332	(22,116)	-35%
01	40133	80	Admin Expense	6,000	1,000	(5,000)	5,500	(4,500)	-82%
01	40920	80	Materials and Supplies Expense	16,000	22,000	6,000	22,000	-	0%
01	40931	80	Utilities Expense	61,932	43,300	(18,632)	67,000	(23,700)	-35%
01	40936	80	Utility Expense- Street Lighting	120,000	130,308	10,308	108,486	21,822	20%
01	40938	80	Utility Expense-Fire Hydrants	102,000	102,084	84	83,000	19,084	23%
01	40940	80	Repair/Maint Buildings Contracted Expense	88,000	89,612	1,612	130,000	(40,388)	-31%
01	41400	80	Landscape Maintenance Expense	50,000	80,000	30,000	76,000	4,000	5%
01	42010	80	Uniform Expense	30,000	38,955	8,955	21,000	17,955	86%

01	42011	80	Consultants Expense	80,000	93,000	13,000	90,000	3,000	3%
01	42730	80	Trash Expense	207,396	207,000	(396)	232,000	(25,000)	-11%
01	42732	80	Recycling Expense	70,297	75,000	4,703	81,000	(6,000)	-7%
01	43031	80	Fuel Expense	117,138	125,000	7,862	110,000	15,000	14%
01	43720	80	Equipment Repair Expense	267,765	300,000	32,235	255,000	45,000	18%
01	43725	80	Tools Expense	18,860	25,000	6,140	23,100	1,900	8%
01	43800	80	Alleys Expense	30,000	20,000	(10,000)	10,000	10,000	100%
01	45430	80	Park Maintenance Expense	30,000	50,000	20,000	47,047	2,953	6%
01	45540	80	Tree Expense	234,258	255,000	20,742	225,000	30,000	13%
01	45630	80	Library Maintenance Expense	32,931	36,878	3,947	30,000	6,878	23%
01	45774	80	Training Expense	8,000	7,500	(500)	7,500	-	0%
01	48610	80	Liab/Cas/Auto Insurance Expense	92,360	104,181	11,821	92,360	11,821	13%
TOTAL OPERATING EXPENSES				1,732,532	1,853,634	121,102	1,784,325	69,309	4%

TRANSFERS OUT				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
01	49210	80	Trf to Capital	399,500	462,500	63,000	399,500	63,000	16%
TOTAL TRANSFERS OUT				399,500	462,500	63,000	399,500	63,000	16%
TOTAL EXPENSES				5,211,681	5,403,531	191,851	5,382,423	21,108	0%

RECREATION

OPERATING REVENUE				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
01	36731 07		Sponsorship Revenue	28,750	25,000	(3,750)	30,000	(5,000)	-17%
01	36732 07		Special Events Fees	53,000	25,000	(28,000)	50,000	(25,000)	-50%
01	36733 07		Rest. Festival Revenue	25,000	40,000	15,000	30,000	10,000	33%
01	36734 07		Turks Head Fest. Revenue	9,402	10,000	598	11,000	(1,000)	-9%
01	36738 07		Park Rental Fees	5,000	7,500	2,500	7,000	500	7%
01	36739 07		Trip and Class Revenue	55,000	58,000	3,000	53,000	5,000	9%
TOTAL OPERATING REVENUE				176,152	165,500	(10,652)	181,000	(15,500)	-9%

EXPENSE

SALARY EXPENSE				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
01	43820 07		Salary Expense-Recreation	185,366	192,797	7,431	180,673	12,124	7%
01	48110 07		FICA Expense	14,180	14,749	568	13,821	928	7%
01	48330 07		NU Defined Contribution Expense	3,050	3,303	253	3,053	250	8%
01	48400 07		WC Insurance Expense	1,922	851	(1,071)	1,922	(1,071)	-56%
01	48700 07		Insurance Expense- Medical	53,166	51,678	(1,488)	50,191	1,487	3%
TOTAL SALARY EXPENSE				257,684	263,378	5,694	249,660	13,718	5%

OPERATING EXPENSES				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
01	40931 07		Utilities Expense	4,000	20,000	16,000	-	20,000	#DIV/0!
01	42000 07		Advertising Expense	20,000	19,300	(700)	21,000	(1,700)	-8%
01	45432 07		Trip and Class Expense	40,000	58,000	18,000	53,000	5,000	9%
01	45436 07		Restaurant Festival Expense	40,000	40,000	-	40,000	-	0%
01	45450 07		Turks Head Festival Expense	23,367	20,000	(3,367)	20,000	-	0%
01	45452 07		Touch Truck Event Expense	4,000	4,000	-	5,000	(1,000)	-20%
01	45457 07		Halloween Parade Expense	6,000	6,500	500	6,000	500	8%
01	45480 07		Small Event Expense	15,000	23,000	8,000	42,000	(19,000)	-45%
01	45774 07		Training Expense	2,500	6,000	3,500	4,000	2,000	50%
01	45798 07		Software Expense	5,000	6,000	1,000	6,500	(500)	-8%
TOTAL OPERATING EXPENSE				159,867	202,800	42,933	197,500	5,300	3%

TRANSFERS OUT				2026 Proj. vs 2027 Budget			2026		Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget		Variance	over P/Y
01	49210 07		Trf to Capital	-	69,000	69,000	-	-	69,000	#DIV/0!
TOTAL TRANSFERS OUT				-	69,000	69,000	-	-	69,000	#DIV/0!
TOTAL EXPENSES				417,551	535,178	117,627	447,160	88,018	20%	

FIRE SERVICES**OPERATING REVENUE**

FUND	G/L CODE	DEPT	Account Name	2026 Proj. vs			2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
				2026 Projected	2027 Actual	2027 Budget Variance			
05	34100	05	Interest Income	38,197	34,729	(3,468)	33,075	1,654	5%
05	35500	05	Grant Revenue	-	818,576	818,576	-	818,576	#DIV/0!
05	36202	05	Contracted Fire Protection Revenue	818,665	846,345	27,680	818,665	27,680	3%
TOTAL OPERATING REVENUE				856,862	1,699,650	842,788	851,740	847,910	100%

FUND	G/L CODE	DEPT	Account Name	2026 Proj. vs			2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
				2026 Projected	2027 Actual	2027 Budget Variance			
05	39201	05	Transfer from GF	559,987	578,921	18,934	559,987	18,934	3%
TOTAL TRANSFERS IN				559,987	578,921	18,934	559,987	18,934	3%
TOTAL REVENUE				1,416,849	2,278,571	861,722	1,411,727	866,844	61%

FUND	G/L CODE	DEPT	Account Name	2026 Proj. vs			2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
				2026 Projected	2027 Actual	2027 Budget Variance			
05	40133	05	Admin Expense	20,000	24,477	4,477	23,764	713	3%
05	40931	05	Utilities	81,933	101,390	19,457	97,490	3,900	4%
05	41110	05	Officer Stipends	10,927	11,255	328	10,927	328	3%
05	41120	05	Equipment Maintenance and Repair	21,005	38,792	17,787	37,662	1,130	3%
05	41150	05	Allocation to Fire Companies	343,332	350,199	6,867	343,332	6,867	2%
05	43031	05	Fuel Expense	45,000	42,115	(2,885)	40,495	1,620	4%
05	43720	05	Vehicle Repairs	150,000	168,730	18,730	162,240	6,490	4%
05	48610	05	Insurance Expense	147,989	153,908	5,919	147,989	5,919	4%
TOTAL OPERATING EXPENSE				820,186	890,865	70,679	863,899	26,966	3%

CAPITAL EXPENSE				2026 Proj. vs					Inc/(Dec) over P/Y
FUND	G/L CODE	DEPT	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	
05	43013	05	Capital Expense	41,104	1,324,765	1,283,661	486,720	838,045	172%
TOTAL CAPITAL EXPENSE				41,104	1,324,765	1,283,661	486,720	838,045	172%

TRANSFERS OUT				2026 Proj. vs					Inc/(Dec) over P/Y
FUND	G/L CODE	DEPT	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	
05	49201	05	Trf to GF	61,108	62,941	1,833	61,108	1,833	3%
TOTAL TRANSFERS OUT				61,108	62,941	1,833	61,108	1,833	3%

TOTAL EXPENSE				922,398	2,278,571	1,356,173	1,411,727	866,844	61%
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WASTEWATER TREATMENT

OPERATING REVENUE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
08	29600	08	Fund Balance	1,969,968	-	(1,969,968)	1,969,968	(1,969,968)	-100%
08	34100	08	Interest Income	202,933	35,000	(167,933)	90,000	(55,000)	-61%
08	34332	08	Sewer Revenue- CCH/Arkema	141,000	240,000	99,000	200,000	40,000	20%
08	35500	08	Grant Revenue	900,000	500,000	(400,000)	900,000	(400,000)	-44%
08	36401	08	Sewer Revenue- Tap In Fees	15,000	25,000	10,000	25,000	-	0%
08	36460	08	Outside Hauling Revenue	294,949	411,000	116,051	410,000	1,000	0%
08	37811	08	Sewer Revenue- Residential/Comercial	5,501,433	5,289,059	(212,374)	5,317,006	(27,947)	-1%
TOTAL REVENUE				9,025,283	6,500,059	(2,525,224)	8,911,974	(2,411,915)	-27%

EXPENSE**SALARY EXPENSE**

SALARY EXPENSE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
08	41018	08	Salary Expense- O/T	25,920	20,000	(5,920)	20,000	-	0%
08	42913	08	Salary Expense- WW	1,050,812	1,385,266	334,454	1,170,596	214,670	18%
08	48330	08	NU Defined Contribution Expense	27,652	34,901	7,249	27,652	7,249	26%
08	48110	08	FICA Expense	82,370	107,503	25,133	91,081	16,422	18%
08	48400	08	WC Insurance Expense	75,818	76,637	819	75,818	819	1%
08	48700	08	Insurance Expense- Medical	449,672	449,294	(378)	436,025	13,269	3%
TOTAL SALARY EXPENSE				1,712,244	2,073,601	361,357	1,821,172	252,429	14%

OPERATING EXPENSES				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
08	40121	08	Office Supplies Expense	3,372	7,000	3,628	7,000	-	0%
08	40931	08	Utilities Expense	325,988	330,000	4,012	405,400	(75,400)	-19%
08	40940	08	Repair/Maint Buildings Contracted Expense	25,000	11,500	(13,500)	11,500	-	0%
08	42007	08	Professional Fees	60,000	90,000	30,000	80,000	10,000	13%
08	42010	08	Uniform Expense	6,881	9,000	2,119	9,000	-	0%
08	42922	08	Lab Supplies Expense	53,364	50,000	(3,364)	50,000	-	0%
08	42925	08	Sewer Maintenance Inflow and Infiltration Program	20,000	75,000	55,000	75,000	-	0%
08	42933	08	Sludge Removal Expense	815,674	980,000	164,326	980,000	-	0%
08	43031	08	Fuel Expense	6,357	6,000	(357)	10,000	(4,000)	-40%
08	45691	08	Utilities Expense- Pump Stations	20,520	30,000	9,480	30,600	(600)	-2%
08	45702	08	Equipment Expense- Pumping Stations	11,050	30,000	18,950	30,000	-	0%
08	45705	08	Heating Oil Expense	43,900	48,000	4,100	43,000	5,000	12%
08	45708	08	Grit Removal Expense	8,530	30,000	21,470	42,550	(12,550)	-29%
08	45724	08	Pump Station Repairs Expense	3,000	8,000	5,000	8,000	-	0%

08	45728	08	Alum Sulfate Expense	202,814	360,000	157,186	360,000	-	0%
08	45730	08	Chlorine Expense	16,044	15,000	(1,044)	13,000	2,000	15%
08	45736	08	Liquid Bio Expense	-	6,000	6,000	3,000	3,000	100%
08	45738	08	Equipment Expense- Plants	47,510	70,000	22,490	70,000	-	0%
08	45740	08	Polymer Expense	-	5,000	5,000	10,000	(5,000)	-50%
08	45744	08	Soda Ash Expense	26,298	60,000	33,702	60,000	-	0%
08	45748	08	Sodium Bi Expense	3,288	6,000	2,712	6,000	-	0%
08	45750	08	Sulphur Di Expense	3,000	6,500	3,500	5,000	1,500	30%
08	45751	08	State Application Fees	15,126	15,000	(126)	13,000	2,000	15%
08	45774	08	Training Expense	4,952	10,000	5,048	10,000	-	0%
08	45778	08	Lab Professional Fees	25,000	35,000	10,000	34,000	1,000	3%
08	45822	08	Plant Repairs	90,000	120,000	30,000	120,000	-	0%
08	45826	08	Generator Maintenance Expense	2,500	8,000	5,500	6,000	2,000	33%
08	45828	08	HVAC Maintenance Expense	1,215	10,000	8,785	10,000	-	0%
08	45830	08	Instrumentation Expense	2,550	7,500	4,950	7,500	-	0%
08	47115	08	Emergency Contingency Expense	-	30,000	30,000	30,000	-	0%
08	48620	08	Liab/Cas/Auto Insurance Expense	112,704	127,129	14,425	112,704	14,425	13%
TOTAL OPERATING EXPENSES				1,956,637	2,595,629	638,992	2,652,254	(56,625)	-2%

CAPITAL EXPENSE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
08	43013	08	Capital Expense	3,776,000	3,452,000	(324,000)	3,776,000	(324,000)	-9%
TOTAL CAPITAL EXPENSE				3,776,000	3,452,000	(324,000)	3,776,000	(324,000)	-9%

TRANSFERS OUT				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
08	49201	08	Trf GF	600,000	600,000	-	600,000	-	0%
08	49265	08	Trf Pension	80,052	80,052	(0)	62,548	17,504	28%
TOTAL TRANSFERS OUT				680,052	680,052	(0)	662,548	17,504	3%

TOTAL EXPENSE				8,124,933	8,801,281	676,348	8,911,974	(110,692)	-1%
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PARKING SERVICES

OPERATING REVENUE				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
09	33110	09	Server Fees- Constables	37,674	45,000	7,326	45,600	(600)	-1%
09	33112	09	Ordinance Violations	141,687	160,000	18,313	150,000	10,000	7%
09	33114	09	Parking Ticket Revenue	1,124,814	1,200,000	75,186	1,200,000	-	0%
09	34100	09	Interest Income	104,767	110,000	5,233	35,000	75,000	214%
09	36311	09	Parking Permit Revenue	310,000	200,000	(110,000)	200,000	-	0%
09	36321	09	Parking Meter Revenue	2,025,000	2,028,000	3,000	2,028,000	-	0%
09	36324	09	Parking Garage Net Revenue	1,895,000	2,000,000	105,000	2,000,000	-	0%
09	36325	09	Parking Garage Leased Space Revenue	105,000	120,000	15,000	122,000	(2,000)	-2%
09	36736	09	Solar/EV Charging Revenue	10,000	16,000	6,000	14,000	2,000	14%
TOTAL REVENUE				5,753,942	5,879,000	125,058	5,794,600	84,400	1%

EXPENSE

SALARY EXPENSE				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
09	41018	09	Salary Expense- O/T	32,000	30,000	(2,000)	30,000	-	0%
09	44512	09	Salary Expense- Parking	670,000	707,039	37,039	692,248	14,791	2%
09	48110	09	FICA Expense	53,703	56,383	2,680	55,252	1,131	2%
09	48330	09	NU Defined Contribution Expense	14,029	21,906	7,877	12,853	9,053	70%
09	48400	09	WC Insurance Expense	17,290	40,943	23,653	8,189	32,754	400%
09	48700	90	Insurance Expense- Medical	80,609	157,633	77,024	167,655	(10,022)	-6%
TOTAL SALARY EXPENSE				867,631	1,013,903	146,272	966,197	47,706	5%

OPERATING EXPENSE				2026	2027	2026 Proj. vs 2027 Budget	2026	Y o Y Budget	Inc/(Dec)
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	Variance	Budget	Variance	over P/Y
09	25200	09	Principal Payments	550,000	560,000	10,000	550,000	10,000	2%
09	40121	09	Office Supplies Expene	3,030	5,000	1,970	7,000	(2,000)	-29%
09	40122	09	Printing Expense	12,923	20,000	7,077	20,000	-	0%
09	40124	09	Lease Payments	4,779	822	(3,957)	4,779	(3,957)	-83%
09	40133	09	Admin Expense	1,000	3,000	2,000	3,000	-	0%
09	40431	09	Legal Expense	-	5,000	5,000	10,000	(5,000)	-50%
09	40616	09	Server Fee Expense-Constables	49,624	45,000	(4,624)	60,000	(15,000)	-25%
09	40639	09	Bank Fees	300,000	300,000	-	310,000	(10,000)	-3%
09	40931	09	Utilities Expense	86,820	101,000	14,180	55,551	45,449	82%
09	42007	09	Professional Fees	20,342	15,000	(5,342)	60,000	(45,000)	-75%
09	42010	09	Uniform Expense	3,785	3,300	(485)	4,000	(700)	-18%
09	43031	09	Fuel Expense	2,330	1,500	(830)	1,800	(300)	-17%
09	43832	09	EV Charging Expense	1,000	5,500	4,500	4,000	1,500	38%
09	44518	09	DT WC Allocation Expense	100,000	100,000	-	100,000	-	0%
09	44521	09	Enforcement Software Expense	75,000	92,000	17,000	42,000	50,000	119%

09	44525 09	Parking Meter Maintenance Expense	35,542	48,000	12,458	20,000	28,000	140%
09	44545 09	Parking Garage Maintenance Expense	187,735	165,035	(22,700)	230,000	(64,965)	-28%
09	44922 09	Armored Car Service Expense	7,852	3,072	(4,780)	8,200	(5,128)	-63%
09	45758 09	Parking Meter Software Expense	198,560	111,000	(87,560)	154,000	(43,000)	-28%
09	45774 09	Training Expense	10,000	18,000	8,000	18,000	-	0%
09	47296 09	Int Expense- 2016 2010 Refund	330,708	324,988	(5,721)	330,708	(5,721)	-2%
09	47299 09	Int Expense- 2013 Bicentennial	14,375	7,250	(7,125)	14,375	(7,125)	-50%
09	47301 09	Int Expense- 2011 Chestnut	20,873	19,973	(901)	20,873	(901)	-4%
09	48610 09	Liab/Cas/Auto Insurance Expense	62,313	70,288	7,975	62,313	7,975	13%
TOTAL OPERATING EXPENSE			2,078,591	2,024,727	(53,864)	2,090,599	(65,872)	-3%

CAPITAL EXPENSE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
09	43013 09		Capital Expense	466,807	556,640	89,833	466,807	89,833	19%
TOTAL CAPITAL EXPENSE				466,807	556,640	89,833	466,807	89,833	19%

TRANSFERS				2026	2027	2026 Proj. vs			
Fund	G/L Code	Dept	Account Name	Projected Actual	Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
09	49201 09		Trf to GF	2,217,384	2,327,867	110,483	2,217,384	110,483	5%
09	49265 09		Trf to Pension-NU MMO	53,613	45,744	(7,869)	53,613	(7,869)	-15%
TOTAL TRANSFERS				2,270,997	2,373,611	102,614	2,270,997	102,614	5%

TOTAL EXPENSE				5,684,026	5,968,881	284,855	5,794,600	174,281	3%
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CAPITAL FUND-GF PROJECTS

REVENUE				2026 Proj. vs					
FUND	G/L CODE	DEPT	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/Dec over P/Y
10	29600	10	Rec in Lieu Cash Reserve	44,000	-	(44,000)	95,000	(95,000)	-100%
10	29600	10	Cash Reserve- Gay Street	318,596	180,000	(138,596)	318,596	(138,596)	-44%
10	29600	10	Cash Reserve-Hoopes Park	58,000	-	(58,000)	58,000	(58,000)	-100%
10	35500	40	Grant Revenue- Body Cameras	125,000	-	(125,000)	125,000	(125,000)	-100%
10	35500	80'	Grant Revenue-Gay Street	677,798	-	(677,798)	677,798	(677,798)	-100%
10	35500	80	Grant Revenue-Gay Street Phase 2 - LSA	425,000	-	(425,000)	425,000	(425,000)	-100%
10	35500	07	Grant Revenue- JOG	-	-	-	-	-	#DIV/0!
10	35500	80	Grant Revenue- Bus shelter	-	12,500	12,500	12,500	-	0%
10	35500	90	Grant Revenue- ARPA WC Borough	319,583	-	(319,583)	328,606	(328,606)	-100%
10	35420	10	Trf from GF	451,914	779,641	327,727	451,914	327,727	73%
10	38000	10	Sale of Assets	-	200,000	200,000	-	200,000	#DIV/0!
TOTAL REVENUE				2,419,891	1,172,141	(1,247,750)	2,492,414	(1,320,273)	-53%

EXPENSE				2026 Proj. vs					
FUND	G/L CODE	DEPT	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/Dec over P/Y
10	43013	40	Capital Expense-Police	214,910	214,910	-	62,414	152,496	244%
10	43013	07	Capital Expense-Rec	94,106	69,000	(25,106)	115,000	(46,000)	-40%
10	43013	70	Capital Expense-IT	62,414	118,231	55,817	2,162,000	(2,043,769)	-95%
10	43013	90	Capital Expense- Admin	115,000	-	(115,000)	2,492,414	(2,492,414)	-100%
10	43013	80	Capital Expense-PW	2,162,000	770,000	(1,392,000)	-	770,000	#DIV/0!
TOTAL EXPENSE				2,648,430	1,172,141	(1,476,289)	4,831,828	(3,659,687)	-76%

LIQUID FUELS

REVENUE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
15	34100	15	Interest Income	150	1,000	850	1,200	(200)	-17%
15	36735	15	Liquid Fuels Revenue	422,152	427,064	4,912	412,306	14,758	4%
TOTAL REVENUE				422,302	428,064	5,762	413,506	14,558	4%

EXPENSES

OPERATING EXPENSES				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
15	43331	15	Traffic Light Maintenance	30,560	42,000	11,440	46,300	(4,300)	-9%
15	43200	15	Winter Maintenance	20,000	45,000	25,000	50,000	(5,000)	-10%
15	43333	15	Traffic Control Devices	21,647	12,000	(9,647)	10,000	2,000	20%
15	49515	15	Paving Project	307,206	329,064	21,858	307,206	21,858	7%
TOTAL EXPENSES				379,413	428,064	48,651	413,506	14,558	4%

STREAM PROTECTION

REVENUE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
16	34100	16	Interest Income	20,000	70,000	50,000	40,000	30,000	75%
16	35500	16	Grant Revenue	225,000	110,000	(115,000)	225,000	(115,000)	-51%
16	38015	16	Stream Protection Fees	194,345	-	(194,345)	1,200,000	(1,200,000)	-100%
16	39201	16	Transfer from GF	52,105	668,500	616,395	52,105	616,395	1183%
TOTAL REVENUE				491,450	848,500	357,050	1,517,105	(668,605)	-44%

EXPENSES

OPERATING EXPENSE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
16	40133	16	Admin Expense	10,000	6,000	(4,000)	37,000	(31,000)	-84%
16	40410	16	Legal Expense	5,000	20,000	15,000	75,000	(55,000)	-73%
16	42007	16	Professional Fees	60,000	62,500	2,500	93,000	(30,500)	-33%
16	43620	16	Stormwater Maintenance	274,290	200,000	(74,290)	274,290	(74,290)	-27%
16	45540	16	Tree Expense	250,000	50,000	(200,000)	25,000	25,000	100%
16	49201	16	Transfer to GF	262,815	-	(262,815)	262,815	(262,815)	-100%
TOTAL OPERATING EXPENSE				862,105	338,500	(523,605)	767,105	(428,605)	-56%

CAPITAL EXPENSE				2026 Proj. vs					
Fund	G/L Code	Dept	Account Name	2026 Projected Actual	2027 Budget	2027 Budget Variance	2026 Budget	Y o Y Budget Variance	Inc/(Dec) over P/Y
16	43013	16	Capital Expense	750,000	510,000	(240,000)	750,000	(240,000)	-32%
TOTAL CAPITAL EXPENSE				750,000	510,000	(240,000)	750,000	(240,000)	-32%
TOTAL EXPENSE				1,612,105	848,500	(763,605)	1,517,105	(668,605)	-44%

REQUEST FOR INFORMATION (RFI)

Strategic Planning Services for West Chester Area Fire and Emergency Medical Services (EMS)

1. Introduction & Purpose

The participating municipalities and emergency service organizations are seeking information from qualified consultants to assist in the development of a regional strategic plan for fire and emergency medical services (EMS).

This Request for Information (RFI) is intended to:

- Gather information on consultant qualifications, experience, and approaches to similar engagements
- Understand methodologies for working with multiple stakeholders with differing priorities
- Identify potential cost ranges and project scopes
- Inform the potential development of a subsequent Request for Proposals (RFP), or, if appropriate, selection of a consultant directly through this process
- Provide recommendations on organizational structure options to optimize performance efficiency and cost/effect savings methodologies

This effort is intended to be exploratory and fact-finding in nature. The participating entities have not predetermined an outcome and are seeking objective, balanced input that reflects the interests of the broader group.

A central objective of this effort is to evaluate the short- and long-term sustainability of current fire and EMS service delivery models within the region. Respondents are encouraged to describe how they would assess sustainability and identify when structural or organizational changes may be warranted to ensure reliable and efficient service delivery into the future.

2. Project Context

2.1 Geographic Area

The West Chester Area covers approximately 65 square miles with a population of 97,261 based on the 2020 Census. This area constitutes approximately 18.2% of the total population of Chester County and includes the County Seat (West Chester Borough). Based on available data, there is continued growth in terms of housing, businesses, and assisted living facilities in the region, most notably in West Goshen and West Whiteland Townships. Finally, West Chester University is a critical regional resource and is currently completing a Master Campus Plan that will help guide its next ten (10) years.

Notable features within the region include:

- West Chester Area School District
- West Chester University
- U.S. Route 202
- U.S. Route 30

2.1 Participating Entities & Current Service Structure

The final list of participating entities is still evolving, but may include:

- East Bradford Township
- East Goshen Township
- Thornbury Township (Chester County)
- West Chester Borough
- West Goshen Township
- West Whiteland Township
- Westtown Township

Fire and EMS services across the region are currently delivered through a combination of models, which may include volunteer, career, and/or hybrid staffing structures. There are existing inter-municipal agreements, though these are described as a patchwork of arrangements that vary by municipality and service provider. While there are other providers, the West Chester Area primarily receives fire and EMS service from the following entities:

- West Chester Fire Department
- Goshen Fire Company
- Good Fellowship Ambulance

The chart below details the fire and EMS service structure for each (potentially) participating municipality. Providers who are likely peripheral to this study are shaded.

Municipality	2020 Population	Fire	EMS
East Bradford Township	10,339	West Chester Fire West Bradford Fire	Good Fellowship
East Goshen Township	18,410	Goshen Fire Malvern Fire	Good Fellowship (ALS) ¹ Goshen Fire (BLS) ² Malvern Fire (ALS)
Thornbury Township (Chester County)	3,177	West Chester Fire	Good Fellowship Concordville Fire
West Chester Borough	18,671	West Chester Fire	Good Fellowship
West Goshen Township	23,040	West Chester Fire Goshen Fire	Good Fellowship (ALS) Goshen Fire (BLS)
West Whiteland Township	19,632	West Whiteland Fire	Good Fellowship
Westtown Township	11,154	West Chester Fire Goshen Fire	Good Fellowship Goshen Fire (BLS part)

West Chester Fire Department operates as an all-volunteer fire department and is under the general budgetary supervision of West Chester Borough. It is important to note that West Chester Borough owns the equipment. The municipalities that receive service from West Chester Fire Department are part of an intermunicipal agreement that expires on December 31, 2028. This

¹ Advanced life-support (ALS)

² Basic life-support (BLS)

agreement outlines funding requirements for both capital and operating costs. There are three stations in the West Chester Fire Department. In 2025, the West Chester Fire Department responded to 1,775 calls for service and provides coverage across approximately 27 square miles.

Goshen Fire Company operates two stations using a combination of volunteer and career staff. The majority of the career staff are dual-function Firefighter/EMT's with part-time EMT's providing additional EMS coverage. The Fire Company also employs an Executive Director and a Deputy Chief of EMS who oversees EMS operations. In terms of coverage, Goshen Fire Company provides service to an area of approximately 25 square miles across four townships. Goshen Fire Company provides basic life-support (BLS) EMS services. In 2025, Goshen Fire Company responded to 6,270 calls for service, which broke down as follows:

- Fire calls – 805
- Fire Police calls – 393
- BLS calls – 5072

Good Fellowship Ambulance provides both advanced life-support (ALS) and BLS. They operate as a 501(c)(3) non-profit organization that includes emergency medical services and a large regional EMS Training Center. Currently, Good Fellowship Ambulance operates with a combination of career staff and volunteers, which includes 129 paid employees and 186 active volunteers across their operations and training departments. In terms of coverage, Good Fellowship Ambulance provides service to an area of approximately 75 square miles, covers an estimated 20% of Chester County's population, and accounts for an estimated 22% of all of Chester County's EMS dispatches. In 2025, Good Fellowship Ambulance responded to 8,994 calls for service.

3. Project Challenges & Considerations

The region is experiencing a range of challenges common to fire and EMS systems, including:

- Declining volunteer participation
- Increasing capital costs for apparatus and equipment
- Aging or failing equipment
- Rising staffing costs and potential transition pressures toward career staffing models
- Growing population and service demand
- Increasing financial pressures on municipalities
- Potential increased costs for career staff model (benefits/salaries)

The selected consultant will be expected to address these challenges from a regional perspective, recognizing the varied interests and conditions across participating entities. Collectively, these challenges raise questions regarding the long-term sustainability of existing service models, which this effort is intended to evaluate and make recommendations with costs associated with the recommendations.

4. Scope of Interest

Respondents are asked to describe their approach to addressing the following areas:

- Facilitating collaboration among diverse stakeholders with differing priorities
- Developing consensus around mission, vision, and strategic goals

- Evaluating regional service delivery options, including, but not limited to:
 - Regionalization and/or consolidation considerations
 - Funding mechanisms (tax-based, subscription, hybrid, etc.)
 - Alternative governance and funding structures (e.g., the potential formation of a regional authority or similar entity)
 - Staffing models (career, volunteer, hybrid options)
 - Facilities and apparatus deployment optimization
 - Response time and service coverage analysis
 - Community expectations and service level definitions
- Evaluating the sustainability of current fire and EMS service delivery models, including identification of risks, trends, and thresholds that may indicate the need for change
- Recommending strategies or structural changes to improve long-term sustainability, where needed
- Ensuring that recommendations reflect the collective interests of the region, rather than any single stakeholder group
- Developing practical, actionable implementation strategies to ensure the plan is usable and can be implemented with developed timelines for completion versus a conceptual document that is never utilized

5. Desired Deliverables

At a minimum, the anticipated outcomes of this effort include:

- A comprehensive regional fire/EMS strategic plan
- A clear and actionable implementation roadmap
- Financial modeling to assist in projecting future budgets for this service
- A plan for public engagement
- Recommendations on a potential governing structure

6. Information Requested from Respondents

Respondents are requested to provide the following information:

6.1 Firm Experience

- Description of experience with similar fire/EMS or regional service planning efforts
- Examples of comparable projects, including:
 - Client names
 - Stakeholder composition
 - Project outcomes

6.2 Project Approach

- Methodology for engaging and managing multiple stakeholders
- Approach to building consensus among organizations with differing priorities
- Strategies for ensuring objectivity and balanced representation
- Approach to evaluating system sustainability and identifying when governance, funding, or organizational changes (such as the formation of an authority) should be considered

6.3 Implementation Focus

- Approach to ensuring the strategic plan is actionable and implementable
- Examples of how prior plans have been successfully implemented
- Time frames for implementation and completion

6.4 Cost Information

- Estimated cost range for completing a project of this nature
- Factors that influence project cost
- List of additional items not covered in the cost estimate

6.5 Project Team

- Key personnel and their qualifications
- Relevant experience of team members

7. Additional Considerations

Respondents should be aware that:

- This is a sensitive and potentially complex regional issue, involving organizations with established identities and operational structures
- The process is intended to be objective and exploratory, without a predetermined outcome
- Success will depend heavily on the consultant's ability to build trust and facilitate productive dialogue among participants
- Confidentiality is critical during the study

8. Submission Requirements

Responses must be submitted in electronic format, either via email to Christopher Bashore, West Goshen Township Manager, at cbashore@westgoshen.org and Mandie Cantlin, East Bradford Township Manager, at mcantlin@eastbradford.org or via USB delivered to West Goshen Township, 1025 Paoli Pike, West Chester, PA 19380. Submissions shall be clearly identified as "RFI for West Chester Area Fire and EMS Study" in the subject line of an electronic submission or on the exterior of the package for physical submissions.

Responses must be received no later than June 12, 2026 at 4:00 pm.

The participating entities reserve the right to conduct interviews with selected respondents, at their discretion.

9. Disclaimer

This RFI is issued for informational purposes only and does not constitute a formal solicitation. The participating entities reserve the right to:

- Issue a subsequent RFI or RFP
- Select a consultant based on responses to this RFI
- Take no further action

September 10, 2026

Sean Metrick (email only)
Borough Manager
Borough of West Chester
401 E. Gay Street
West Chester, PA 19382

**RE: Subdivision & Land Development Preliminary Application –Traffic & Parking 3rd Review
615 & 617 S. Walnut Street
Traffic & Parking Study
West Chester Borough
RVE File# PA151833P002**

Mr. Metrick:

Remington & Vernick Engineers (RVE), on behalf of the Borough of West Chester, has reviewed the following submission materials in connection with the application referenced above:

- Preliminary Land Development Plans (15 sheets) for TRBL Walnut, LLC, dated April 27, 2026, last revised August 28, 2026, as prepared by InLand Design, West Chester, PA.
- Response to Comments Letter (4 pages), dated August 28, 2026, prepared by InLand Design, West Chester PA.
- Waiver Request (2 pages), dated August 28, 2026, prepared by InLand Design, West Chester, PA.

I. GENERAL INFORMATION

Owner & Applicant: TRBL Walnut, LLC
9 Fawn Lane
Chadds Ford, PA 19317
610-675-7750
tedworrell@bestbuiltrei.com

Plan Preparer: InLand Design
16 Hagerty Boulevard
West Chester, PA 19382
215-362-2600
Attn: Scott Zwizanski, P.E.
484-947-2928
Scott@inlanddesign.net

Proposal: To consolidate two parcels into one and construct a proposed residential development consisting of five (5) single-family attached townhouses. The existing two single-family attached homes will remain. The development will provide 14 parking spaces, two spaces per unit. Each proposed townhouse will consist of one garage space and a driveway

parking space with access to Willow Alley. There are two additional parking areas proposed, with two spaces each.

II. COMMENTS

Upon review of this submission, RVE has the following comments. Please note that this letter only reflects traffic and parking study related engineering concerns. Therefore, this review will specifically address the response to traffic comments and parking study evaluation. RVE completed the initial review on behalf of the Borough and provided comments in reviews letter dated May 26, 2026 and July 7, 2026. We have since reviewed the material in this third submission provided to the Borough by the Applicant on August 28, 2026. Any underlined comments must be addressed by the Applicant prior to approval. *Italic Font* notes the latest comments and status changes.

1. Borough representatives shall be copied on all future correspondence and invited to attend all meetings with PennDOT.

Response: Comment Acknowledged.

Item Satisfied.

2. Sheet 4 of the Land Development plans indicates there is a proposed 3' wide concrete sidewalk adjacent to a proposed 6' high brick wall on the northwest corner of the development. Please identify the intent of the sidewalk. Additionally, please note per §97.A.20.3 that all sidewalks are to be designed to a minimum width of 4-feet.

Response: The proposed sidewalk tapers to a 3' width to connect the existing sidewalk width. We are not proposing widening in this location so we do not disturb the existing heritage tree's roots.

Clarify the 3' wide proposed sidewalk behind the 6' brick privacy wall, west of the parking spaces for 615 S. Walnut Street. It appears to be disconnected from any other walkway.

Response: The 3' wide concrete behind the wall is proposed to be a trash can area. A label has been added to the plan labeling the trash area.

Item Satisfied.

3. Sheet 4 of the Land Development plans indicate two (2) off-street parking areas. Please note if these spaces are proposed for the existing units. If so, please indicate if these spaces will be reserved for these units or open to the public.

Response: The spaces are intended to provide parking for the existing units (two for each unit). Labels stating this have been added to the Layout Plan sheet and General Notes #26 has been added to the plan.

Provide detail on how these spaces are to be reserved for the existing units.

Response: Signage has been added to each existing unit parking area stating the spaces are reserved for 615 (Willow Alley spaces) and 617 (Mechanics Alley spaces) S. Walnut Street.

Additionally, please identify the number of off-street parking spaces proposed per area. If three (3) or more are proposed, it is subjected to meet the requirement set forth in §97-27.B.(1)(a) of the West Chester Borough Code.

Response: The parking spaces have been labeled on the Layout Plan. There are two spaces proposed at each location.

Item Satisfied provide a sign detail for 617 Walnut Street on Sheet 14. It appears that a sign detail has been added for 615 but not 617.

4. Please provide turning templates for a trash truck movement along Willow Alley to demonstrate that trash trucks can access the alley.

Response: The Plan set has been revised to include Sheet 14, Truck Turning Plan.

Item Satisfied. The turning template is shown on Sheet 15.

5. The Applicant will need to obtain approval from the Fire Marshal. The route to access the proposed homes shall be discussed with the Fire Marshall. Turning templates for the fire trucks down Willow Alley may be required to show access.

Response: The Applicant acknowledges this comment and will respond to the Fire Marshal review once it is received.

Response: We will respond to the fire marshal review once it is received.

6. Indicate details for the proposed fence along the southern border of the proposed site. The proposed fence shall not restrict the required 175-feet of intersection sight distance looking right from Willow Alley at Mechanics Alley.

Response: The sight distance has been revised on the plan (see response to comment #7). Also the referenced fence layout has been revised end perpendicular to the alley and not wrap around the corner.

Clarify whether the southern border fence will be the 4' powder coated aluminum fence or the 6' vinyl privacy fence as shown on Sheet 14. Clarify the fence layout as it is not clear where the fence terminates along Mechanics Alley.

Response: The fence along the Southern property boundary is proposed to be 6' privacy fencing, a label has been added stating this.

Proposed fence footings appear to be located on the adjacent property.

7. The proposed asphalt parking area along Mechanics Alley is shown to be in conflict with the required intersection sight distance looking right from Willow Alley at Mechanics Alley. Demonstrate how parked vehicles will not restrict the required sight distance requirements.

Response: According to Pennsylvania Code, drivers in an alley are required to stop before entering any street with or without a stop sign present. Therefore, the required sight distance on the plan has been revised to be 75-feet (stop condition intersection). The provided sight distance has been revised on the plan to not go through the parking space area, the new provided sight distance is 95-feet.

The 75-foot sight distance requirement as shown in Section 97-27.F.8 of the Borough of West Chester Code is for an all-way stop. Since there is no stop-condition present along Mechanics Alley approaching Willow Alley, the 175-foot sight distance is required.

Response: The required sight distance labeling has been revised to show 175-feet. Because of the existing parking, the existing sight distance to the right at the Mechanics Alley Intersection is 19 feet. The proposed sight distance is 89 feet; this distance is limited because of the parking spaces for the 617 S. Walnut Street house. The proposed sight distance is an improvement of 70-feet from the existing conditions. A waiver request for the 175-foot sight distance has been added to the plan.

Acknowledged. A waiver has been requested for the required sight distance. The proposed site distance is an improvement upon the existing conditions, therefore, RVE has no objection to this waiver.

8. Provide stop signs for the Willow Alley approaches with the additional trips projected to access this alley.

Response: The plans have been revised to show a proposed stop sign at the Willow Alley and Mechanics Alley intersection. A trip generation chart has been added to the Layout Plan, Sheet 4.

Please provide a stop sign detail to be shown on Sheet 14.

Response: A stop sign detail has been added to Sheet 14.

Item Satisfied.

9. Sheet 11 indicates proposed street trees along the west side of Mechanics Alley south of Willow Alley. Verify these proposed trees will not restrict intersection sight distance looking right from Willow Alley.

Response: The line of sight is not affected by the proposed street tree locations.

Item Satisfied.

10. The Applicant will need to be aware of §112-603.C of the West Chester Borough Code regarding the planning for future EV parking for all new single-family attached and two-family attached dwellings. Indicate how this ordinance requirement is being met.

11. Verify all proposed street lights meet the design standards as shown in §97.A.23.

Response: There are existing street lights in the vicinity of the site, therefore the proposed light at the corner of Willow Alley and Mechanics Alley has been eliminated. The lights proposed on our plan are proposed for the parking areas and doorways. A lighting plan sheet has been added to the plans as well.

Item Satisfied.

12. Describe the 2' buffer between driveways and how they will be separated.

Response: The 2' buffer between the driveways is proposed to be 1'-3' riverstone, this label has been added to the plan.

Item Satisfied.

13. Please provide a detail for the proposed porous asphalt parking areas. There is only a detail for a typical driveway/parking lot shown on Sheet 13. If these areas do not differ from the typical asphalt driveways as shown, please revise the plan accordingly.

Response: A porous asphalt detail is included on Sheets 8 and 13.

Item Satisfied.

14. Please provide a detail for the pervious brick walkway. There is only a detail for the typical brick walkway shown on Sheet 13. If this walkway does not differ from the typical brick walkway as shown, please revise the plan accordingly.

Response: A pervious brick walkway detail is included on Sheets 8 and 13.

Item Satisfied.

15. Please provide a detail for the proposed gate along the pervious brick walkway.

Response: A gate detail has been added to Sheet 14.

Item Satisfied.

III. TRANSPORTATION IMPACT STUDY COMMENTS

1. The Applicant is requesting a waiver for the requirement of submitting a traffic impact study based on the minimal number of proposed site generated traffic volumes from the five (5) residential units. While there are a minimal number of proposed site trips expected to be generated by the proposed development, the Applicant will need to provide calculations and meet design requirements for the intersection sight distance along Willow Alley.

Response: A trip generation chart has been added to the Layout Plan and the required/provided sight line distance has been added to the plan for the Willow Alley and S. Walnut Street intersection.

Item Satisfied regarding the trip generation chart. However, the sight distance requirements need to be revised to reflect the required 175-feet at the intersection with Mechanics Alley per Code (see response to comment #7).

Response: As stated in the response to comment #7, a waiver is being requested for the sight distance to the right at the Willow-Mechanics Alley intersection.

Item Satisfied; the Applicant is requesting a waiver for the sight distance requirement.

IV. WAIVERS, VARIANCES & SPECIAL EXCEPTIONS

The Applicant has requested the following waivers, variances and/or special exceptions related to traffic and/or parking:

1. Section §97-27.F(7) – The Applicant requests a waiver from the referenced section of the ordinance that requires 75-foot clear-sight triangles be provided at all street intersections. The 75-foot clear sight triangle at the Willow Alley intersection with Mechanics Alley is blocked by existing buildings on adjoining properties and the proposed new dwellings. *RVE has no objection to this waiver, as long as the intersection is signed as stop-controlled. The proposed conditions are an improvement on the existing conditions.*
2. Section §97-27.F(8) – The Applicant requests a waiver from the referenced section of the ordinance that requires 175-foot sight distance at intersections of a street with a 25 mph posted speed measured from a point 15-feet from the intersected pavement edge. The existing sight distance at the Willow and Mechanics Alley intersection looking south along Mechanics Alley is 19-feet because of existing parking. The first two existing parking spaces adjacent to the intersection area being moved to Willow Alley, west of the proposed homes. The proposed sight distance looking south along Mechanics Alley will be improved to 89-feet. *RVE has no objection to this waiver due to the increase in available sight distance under proposed conditions when compared to existing conditions and the proposed stop condition along Willow Alley.*
3. Section §97-38.2 – The Applicant requests a waiver from the referenced section of the ordinance that requires a transportation impact study. The project proposes five attached single-family homes in an urban area. The additional daily trips generated from this development are relatively minor and will not have an adverse effect on the transportation network. *RVE has no objection to this waiver because there is a minimal amount of proposed site-generated traffic from the proposed residential units.*

RVE's recommendation for approval is contingent upon the applicant satisfactorily addressing each underlined comment and submitting revised plans and other materials. In conjunction with any resubmission, the applicant must provide a response letter using the same numbering system and explaining how each underlined comment has been satisfactorily addressed.

Should you have any questions, please feel free to contact our office at (610) 940-1050.

Sincerely,

REMINGTON & VERNICK ENGINEERS

By



Kelly Goff, P.E., CFM, Associate

KAG/dk

cc: Ted Worrell, TRBL Walnut, LLC (Applicant) (email only, tedworrell@bestbuiltrei.com)
Scott Zwizanski, P.E, InLand Design, (Plan Preparer) (email only, Scott@inlanddesign.net)
Nathan M. Cline, P.E., Pennoni, Borough Engineer (email only, NCline@Pennoni.com)
Don Anderson, Public Works Director (email only, DAnderson@west-chester.com)
Ramsey Reiner, Assistant Borough Manager (email only, rreiner@west-chester.com)
Aaron Flook, Code Enforcement (email only, aflook@west-chester.com)
Christopher J. Fazio, P.E., C.M.E., Executive Vice President (email only)
Derrick Kennedy, P.E. (email only)



Borough of West Chester
401 East Gay St West Chester PA 19380
www.west-chester.com
(610)-692-7574

Borough Council

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Bryan Travis
Brian McGinnis
Steve Marvin
Lisa Kearns

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

September 9, 2026

Mr. William McGovern
McGovern Inc.
920 S. Bolmar St.
West Chester, PA 19382

Re: Hauled Wastewater Contract, Extension/Revision

Dear Mr. McGovern:

This letter shall serve as an additional extension from the Borough of West Chester to McGovern Inc., to discharge hauled wastewater at the Borough's Goose Creek WWTP. The original agreement took effect September 27, 2001, extended September 2004, November 2007, September 2013, March 2015, November 2017, December 2023, **and due to expire December 31, 2026.**

The Borough hereby grants an extension to the existing contract with McGovern Inc., to continue to discharge hauled wastewater for a period up to and **including December 31, 2029**. All conditions contained in the original contract apply. You will be required to secure and forward proof of insurance yearly as in the past. Billing and charges will continue to be generated quarterly and computed on gallons generated, and subject to our current surcharge multiplier, based on strengths. Charges will also be subject to any sewer rate increases, approved by the borough, over extended time.

If at any time this wastewater is found to contain constituents that are detrimental to the treatment plant, collection system, plant personnel, or surrounding environment, this agreement shall be void. It will also continue to be McGovern's responsibility to make sure all spills are reported and cleaned up in an immediate time frame. All samplings are to be performed as per agreement. The unloading/discharge area shall be kept clean and maintained.

Thank you for your continued cooperation on this project and contract; if you should have any additional questions or need assistance, please feel free to contact me.

Respectfully,

Sean Mitchell

Sean Mitchell
Wastewater Director
Borough of West Chester

Cc: File



Borough of West Chester
401 East Gay St West Chester PA 19380
www.west-chester.com
(610)-692-7574

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Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

September 9, 2026

William McGovern
McGovern Inc.
920 S. Bolmar St.
West Chester, PA 19382

Re: Liquid Sludge Hauling from Goose Creek & Taylor Run contract extension.

Dear Bill:

Pursuant to our Liquid Sludge Removal contract from Goose Creek and Taylor Run, the Borough of West Chester would like to enact the first one (1) year extension on the contract due to expire on December 31, 2026. The extension will continue the sludge hauling at the current bid price (\$0.0871/gallon) up to and including December 31, 2027.

Respectfully,

Sean Mitchell
Sean Mitchell

Wastewater Director
Borough of West Chester

McGovern Environmental, LLC

Borough of West Chester

Witness

Witness

Date _____

Date _____



FRIENDS OF HOOPES PARK
605 LOCUST LANE NORTH
WEST CHESTER, PENNSYLVANIA 19380

Sales: Ray Moran, PCH

605 Locust Lane North-Maintenance

605 Locust Lane North West Chester, Pennsylvania 19380

Est ID: EST6164934

Date: Apr-19-2026

Tennis Court and Paved Trail Vegetation Pruning

\$6,061.00

1) Furnish material and labor to mow down the vegetation on the back side of the Tennis courts to clear an 8' buffer around the fence and at the base of the hill below the tennis courts mow the vegetation around the maturing trees to provide a buffer around them from the wild growth.

2) Along the paved walking path from the baseball field parking lot up the edge of the park to the top along locust lane mow down the vegetation in approx 25-30' from the path to clear the shrubs and wild growth that is encroaching on the path and spruce trees. During this process larger shrubs and branches will be chipped up with all chips remaining the wooded area.

Note: All mowed and chipped debris will remain on site in place.

GUARANTEE - All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices in the landscape industry. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements subject to strikes, accidents or delays will be considered beyond Contractor's control. Employees of Distinctive Outdoor Spaces LLC. are covered by Workman's Compensation Insurance.

ACCEPTANCE OF PROPOSAL - The above prices, specifications and conditions are satisfactory and are hereby accepted. Distinctive Outdoor Spaces LLC. is authorized to do the work as specified.

PAYMENT - Balance due upon completion. A 1.5% penalty will be assessed to invoices with balances unpaid after 30 days

Distinctive Outdoor Spaces
77 North Bacton Hill Road
Malvern, Pennsylvania
19355

P.484-718-5050

www.distinctiveoutdoorspaces.com
ray@distinctiveoutdoorspaces.com

page 1 of 2

past invoice date.

CONTRACT DISPUTES - Customer is required to give 15 days notice to Distinctive Outdoor Spaces LLC. if there is any dispute over this contract.

CANCELLATION – Customer has the right to rescind this contract within (3) business days of the date of signing without penalty.

Credit Cards- All payments made utilizing a credit card will be charged a 3% service fee.

Email address where you would like to receive your invoices: _____

Contractor:



Ray Moran, PCH

Client:

Signature Date:

04/20/2026

Signature Date:

Email: ray@distinctiveoutdoorspaces.com

4. APPLICATION



Borough of West Chester

401 East Gay Street, West Chester, Pennsylvania 19380

Telephone: 610-692-7574 Facsimile: 610-436-009

www.west-chester.com

Requestor / Applicant Name: BERNIE J. FLYNN

Address: 401 E GAY STREET 19382

Phone No.: 610-701-1809 Email: BFLYNN@WestChester.com

Name of Honoree (as it would appear on sign): CORPORAL TIM O'CONNOR

Requested Sign Location (intersection): W. MARKET STREET TO W. MILLER ST.

Type of Sign Requested:

☐ Ceremonial "Street Name" Sign

CORPORAL TIM O'CONNOR WAY

☐ Ceremonial Sign Topper

CRITERIA FOR DESIGNATION: Please complete the following criteria, which are used in the evaluation for each request for a Ceremonial Sign. You may use additional paper if required. Check all that apply.

☐ Historical and/or Cultural Influence of the Honoree:

☐ Community or

Public Contributions Made by the Honoree:

13 YEAR FIRE FIGHTER West Chester #51

15 YEAR PA. STATE TROOPER

OVER 10 YEAR CHESTER COUNTY CAMP CADET

ON SUNDAY MARCH 8, 2026 KILLED IN ACTION
IN HONEY BROOK, PA.

4 | Page

☐ Humanitarian Contributions Made by the Honoree:

☐ Military Service (please include any Medals or Awards given to Honoree):

Notes:

1. All requests should include complete text and sample layout.
2. Once design is finalized, a mockup will be sent to the requestor for their review and approval.

4. DOCUMENT CONTROL INFORMATION

Document Name	2025 Council Policy: Ceremonial Sign Procedure
Owner	Ramsey Reiner, Director of Parking Services
Version Number	Version 1
Approval Date	
Approved By	
Date of Commencement	
Date of Last Review	
Date for Next Review	
For Office Use – Keywords for search function	Policy, ceremonial, street sign

ORDINANCE NO. ____ - 2026

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

**AN ORDINANCE OF THE BOROUGH OF WEST CHESTER,
CHESTER COUNTY, PENNSYLVANIA, TO PROHIBIT THE SALE,
MANUFACTURE AND PUBLIC USE OF KRATOM, KRATOM-
DERIVED PRODUCTS AND CONCENTRATED 7-OH SUBSTANCES
WITHIN THE BOROUGH.**

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

WHEREAS, the Borough of West Chester (the “Borough”) is a home-rule municipality organized under the laws of the Commonwealth of Pennsylvania and governed by an elected Borough Council (“Council”) vested with legislative authority over municipal policy, appropriations, and the use of Borough resources pursuant to the Borough's Home Rule Charter; and

WHEREAS, the United States Food and Drug Administration (“FDA”) has labeled kratom as “the next wave of the opioid epidemic” and stated, “There are no FDA-approved uses for kratom [and the FDA] continues to warn consumers not to use any products labeled as containing the botanical substance kratom or its psychoactive compounds, mitragynine and 7-hydroxymitragynine.”; and

WHEREAS, kratom is not lawfully marketed in the United States as a drug product, a dietary supplement, or a food additive; and

WHEREAS, the United States Drug Enforcement Administration (“DEA”) has listed kratom as a “drug of concern”; and

WHEREAS, there has been a 1,200% jump in kratom-related calls to poison control centers over the last decade, according to the United States Centers for Disease Control, with 167 cases reported to Pennsylvania poison control centers between January 1, 2022 and June 30, 2025; and

WHEREAS, coroners in multiple counties in Pennsylvania, including Chester County, have confirmed kratom-related fatalities; and

WHEREAS, all branches of the United States military completely ban kratom use in all forms – active duty or reserves – on or off duty; and

WHEREAS, 7-OH is a concentrated synthetic version of kratom and is at least 13 times more potent than morphine, acts on the same brain receptors as opioids, and is engineered to be addictive; and

WHEREAS, there are no prescription or over-the-counter drug products containing kratom or its known alkaloids that are legally on the market in the United States; and

WHEREAS, kratom affects babies during pregnancy and may lead to a baby being born with symptoms of withdrawal and in need of treatment; and

WHEREAS, the Council has always prioritized public safety, responsible commerce, and the well-being of its residents;

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

SECTION 1. DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply:

KRATOM PRODUCT

Any product, compound, mixture, preparation, extract, derivative, concentrate, resin, or substance containing any part of the plant *Mitragyna speciosa*, including its leaves, alkaloids, extracts, or synthesized equivalents, whether marketed for human consumption or otherwise.

7-HYDROXYMITRAGYNINE PRODUCT or 7-OH PRODUCT

Any product containing 7-hydroxymitragynine, whether naturally derived, chemically synthesized, converted, concentrated, isolated, or otherwise produced, including analogs, derivatives, salts, isomers, or compounds substantially similar in chemical structure or effect.

SELL or SALE

To offer for sale, barter, exchange, transfer, distribute, deliver, furnish, provide, advertise for sale, or otherwise dispense for consideration or without consideration.

POSSESSION WITH INTENT TO DISTRIBUTE

Possession of a prohibited product in quantities, packaging, labeling, marketing, or circumstances indicating an intent to sell, transfer, distribute, or deliver the product to another person.

MANUFACTURE

To produce, prepare, process, compound, convert, package, repack, label, or otherwise create a prohibited product.

PERSON

Any individual, firm, partnership, corporation, company, association, business entity, organization, estate, trust, governmental entity, or other legal entity.

USE

To ingest, inhale, smoke, vape, chew, consume, apply, or otherwise introduce a prohibited product into the human body.

BOROUGH

The Borough of West Chester.

SECTION 2. PROHIBITED ACTS.

It shall be unlawful for any person within the Borough to:

- A. Sell or offer for sale any Kratom Product or 7-Hydroxymitragynine Product;
- B. Manufacture, process, package, distribute, or deliver any Kratom Product or 7-Hydroxymitragynine Product;
- C. Possess any Kratom Product or 7-Hydroxymitragynine Product with intent to distribute;
- D. Use or consume any Kratom Product or 7-Hydroxymitragynine Product in any public place or private property open to the public; and
- E. Maintain, operate, or knowingly permit any establishment or premises to be used for the purpose of selling or distributing Kratom Products or 7-Hydroxymitragynine Products.

SECTION 3. EXEMPTIONS.

This Ordinance shall not apply to:

- A. Any federally approved pharmaceutical product lawfully prescribed and dispensed by a licensed healthcare provider or pharmacy;
- B. Possession or handling of prohibited products by law enforcement personnel, emergency responders, forensic laboratories, or government agencies acting within the scope of official duties; or
- C. Research activities conducted by accredited educational or scientific institutions in compliance with applicable federal and state law.

SECTION 4. ENFORCEMENT.

- A. This Ordinance may be enforced by the Borough Police Department, Code Enforcement Officers, or any other official authorized by Borough Council.
- B. Authorized officials may inspect commercial premises open to the public during normal business hours to ensure compliance with this Ordinance.
- C. Any prohibited products found in violation of this Ordinance may be seized and destroyed in accordance with applicable law.
- D. The Borough may seek injunctive relief or any other remedy authorized by law.

SECTION 5. VIOLATION AND PENALTIES.

Any person who violates or permits the violation of any provision of this Ordinance shall, upon conviction thereof in a summary proceeding brought before a District Justice, be guilty of a summary offense and shall be subject to the payment of a fine of not less than \$100 and not more than \$1,000, plus the costs of prosecution. Upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a period of not more than 30 days. Each section or provision of this Ordinance that is violated shall constitute a separate offense, and each day or portion thereof in which a violation of this chapter is found to exist shall constitute a separate offense, each of which violations shall be punishable by a separate fine imposed by the District Justice of not less than \$100 and not more than \$1,000, plus the costs of prosecution, and upon default of payment thereof, the defendant may be sentenced to imprisonment in the county prison for a term not more than 30 days.

SECTION 6. NUISANCE DECLARATION.

Any property, business, establishment, or premises used in violation of this Ordinance is hereby declared to be a public nuisance and may be subject to abatement proceedings and other lawful remedies.

SECTION 7. NON-PREEMPTION.

This Ordinance shall be interpreted and applied to the fullest extent permitted under state and federal law. Nothing herein shall be construed to permit conduct prohibited by state or federal law.

SECTION 8. SEVERABILITY.

If any provision of this Ordinance, or the application thereof to any person or circumstance is held invalid it shall not affect the remaining provisions of this Ordinance, which shall remain in full force and effect.

SECTION 9. EFFECTIVE DATE.

This Ordinance shall take effect within sixty (60) days of enactment.

ENACTED AND ORDAINED THIS _____ DAY OF _____, 2026.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Nicole Scimone, President

APPROVED THIS _____ DAY OF _____, 2026.

Lillian L. DeBaptiste, Mayor

**BOROUGH OF WEST CHESTER
CHESTER COUNTY, PENNSYLVANIA**

ORDINANCE NO. ____ OF 2026

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER REGULATING THE RETAIL SALE AND DISTRIBUTION OF SYNTHETIC, ENHANCED, AND HIGH-POTENCY KRATOM PRODUCTS; ESTABLISHING DEFINITIONS; PROTECTING THE SALE OF TRADITIONAL KRATOM LEAF PRODUCTS; ESTABLISHING RETAIL REQUIREMENTS; PROVIDING FOR ENFORCEMENT AND PENALTIES; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Borough Council of the Borough of West Chester has a substantial interest in protecting the health, safety, and welfare of Borough residents, particularly minors and young adults; and

WHEREAS, *Mitragyna speciosa*, commonly known as kratom, is a botanical plant traditionally consumed in forms including dried leaf, leaf powder, capsules, and tea; and

WHEREAS, 7-hydroxymitragynine (“7-OH”) is an alkaloid that may occur naturally in kratom leaf at comparatively low concentrations; and

WHEREAS, products containing synthetically produced, added, isolated, concentrated, or otherwise enhanced 7-OH have entered the retail marketplace in forms including tablets, capsules, gummies, shots, drink mixes, and other products; and

WHEREAS, these high-potency products are materially different from traditional kratom leaf products because their 7-OH content may substantially exceed concentrations naturally occurring in the plant; and

WHEREAS, federal health authorities have warned that concentrated and enhanced 7-OH products present significant risks of abuse, addiction, physical dependence, and other adverse health effects; and

WHEREAS, the Borough Council does not intend through this Ordinance to prohibit traditional, unenhanced kratom leaf products solely because they contain naturally occurring alkaloids; and

WHEREAS, Borough Council finds that reasonable regulation of the retail sale of synthetic, enhanced, and high-potency kratom products will further the health, safety, and welfare of residents and visitors to the Borough.

NOW, THEREFORE, BE IT ENACTED AND ORDAINED by the Borough Council of the Borough of West Chester, Chester County, Pennsylvania, as follows:

SECTION 1. PURPOSE.

The purpose of this Ordinance is to protect the public from high-potency, synthetic, adulterated, and chemically enhanced kratom-related products while distinguishing such products from traditional kratom leaf products containing naturally occurring alkaloids.

Nothing in this Chapter shall be interpreted as declaring any substance to be a controlled substance under Pennsylvania law or establishing a local controlled-substance schedule.

SECTION 2. DEFINITIONS.

For purposes of this Chapter:

“7-Hydroxymitragynine” or “7-OH” means the alkaloid 7-hydroxymitragynine, whether naturally occurring, synthetically produced, isolated, concentrated, converted, manufactured, or added to a product.

“Enhanced Kratom Product” means a product containing *Mitragyna speciosa*, mitragynine, or another kratom-derived constituent to which 7-OH, mitragynine pseudoindoxyl, another kratom alkaloid, extract, isolate, synthetic compound, or derivative has been added or artificially increased after the harvesting or ordinary processing of kratom leaf.

“Synthetic Kratom-Related Compound” means a substance manufactured or chemically produced to reproduce, enhance, modify, or substantially mimic the pharmacological effects of an alkaloid naturally associated with *Mitragyna speciosa*, including mitragynine pseudoindoxyl, MGM-15, MGM-16, and any substantially similar synthetic derivative designated by applicable federal or Commonwealth law or regulation.

“Traditional Kratom Product” means dried *Mitragyna speciosa* leaf, leaf powder, tea, or a capsule consisting substantially of unenhanced leaf material in which the kratom alkaloids are naturally occurring and have not been synthetically added or artificially enhanced.

“Retailer” means any person, business, establishment, corporation, partnership, association, or other entity that sells or offers a kratom-related product directly to a consumer within the Borough.

SECTION 3. PROHIBITED SALES.

A. No retailer or other person shall sell, offer for sale, furnish, distribute, or otherwise provide within the Borough:

1. A kratom product containing synthetically produced or added 7-hydroxymitragynine;

2. A product in which 7-hydroxymitragynine has been artificially concentrated, enhanced, isolated, converted, or added for the purpose or effect of increasing the product's 7-OH content beyond the concentration reasonably attributable to traditional kratom leaf;
3. Mitragynine pseudoindoxyl, MGM-15, MGM-16, or another synthetic kratom-related compound prohibited or scheduled under applicable federal or Commonwealth law;
4. A product marketed or labeled as "7-OH," "7-Hydroxy," "7-Hydroxymitragynine," or substantially equivalent terminology where 7-OH is promoted as a principal active ingredient;
5. A kratom-related product containing a concentration of 7-OH exceeding any maximum concentration subsequently established by the United States Drug Enforcement Administration, United States Food and Drug Administration, Pennsylvania Department of Health, or other agency having lawful jurisdiction.

B. The Borough may rely upon product labeling, manufacturer information, laboratory testing, certificates of analysis, advertising, or other competent evidence when determining whether a product falls within this Section.

SECTION 4. TRADITIONAL KRATOM PRODUCTS NOT PROHIBITED.

A. Nothing in this Chapter shall prohibit solely on the basis of its kratom content the retail sale of:

1. Dried *Mitragyna speciosa* leaf;
2. Unenhanced kratom leaf powder;
3. Tea produced from traditional kratom leaf;
4. Capsules containing unenhanced kratom leaf powder; or
5. Another substantially equivalent traditional kratom product containing only naturally occurring concentrations of kratom alkaloids.

B. A product shall not qualify for this exemption merely because its packaging uses the terms "natural," "botanical," "kratom," "leaf," or similar terminology if the product otherwise meets the definition of an Enhanced Kratom Product or contains a Synthetic Kratom-Related Compound.

SECTION 5. AGE RESTRICTION.

No retailer shall knowingly sell or furnish any kratom product to an individual under twenty-one (21) years of age.

A retailer shall require government-issued photographic identification from a purchaser who reasonably appears to be under thirty (30) years of age.

SECTION 6. RETAIL PRODUCT REQUIREMENTS.

Any kratom product offered for retail sale within the Borough shall be maintained in its original manufacturer packaging and shall bear labeling sufficient to identify:

- A. The manufacturer or distributor;
- B. The product's ingredients;
- C. The amount or concentration of mitragynine and 7-hydroxymitragynine, when applicable;
- D. The quantity or serving size of the product; and
- E. Any warnings required under applicable federal or Commonwealth law.

No retailer shall knowingly sell a kratom product whose labeling materially misrepresents its ingredients or alkaloid content.

SECTION 7. RECORDS AND VERIFICATION.

Upon reasonable request in connection with enforcement of this Chapter, a retailer shall make available product labeling, invoices, manufacturer information, or a certificate of analysis in the retailer's possession relating to a kratom product offered for sale.

Nothing in this Section shall require a retailer to conduct independent chemical testing unless otherwise required by federal or Commonwealth law.

SECTION 8. ENFORCEMENT.

This Chapter may be enforced by the Borough Code Enforcement Department, Police Department, or other Borough official designated by the Borough Manager.

Prior to issuance of a citation for a first violation involving a product whose composition is not reasonably apparent from its labeling, the Borough may provide the retailer an opportunity to demonstrate through reliable manufacturer documentation or an independent certificate of analysis that the product complies with this Chapter.

SECTION 9. PENALTIES.

Any person or retailer violating this Chapter shall, upon conviction in a summary proceeding, be subject to:

- A. For a first violation, a fine not exceeding \$300;
- B. For a second violation occurring within twelve months, a fine not exceeding \$600;
- C. For a third or subsequent violation occurring within twelve months, a fine not exceeding \$1,000;

together with costs of prosecution and such other relief as may be authorized by law.

Each unlawful retail transaction may constitute a separate violation.

SECTION 10. NO LOCAL CONTROLLED-SUBSTANCE DESIGNATION.

Nothing contained in this Chapter shall be construed to designate, schedule, reschedule, or otherwise classify any substance as a controlled substance under the Pennsylvania Controlled Substance, Drug, Device and Cosmetic Act.

The restrictions established by this Chapter constitute retail and public-health regulations applicable within the Borough.

SECTION 11. CONFLICT WITH STATE OR FEDERAL LAW.

Where federal or Commonwealth law establishes a more restrictive requirement concerning a product regulated by this Chapter, the more restrictive applicable requirement shall control to the extent permitted by law.

Nothing in this Chapter shall authorize conduct prohibited by federal or Commonwealth law.

SECTION 12. SEVERABILITY.

If any section, subsection, sentence, clause, phrase, definition, or other portion of this Ordinance is held invalid or unconstitutional by a court of competent jurisdiction, such determination shall not affect the validity of the remaining provisions, which shall remain in full force and effect.

SECTION 13. REPEALER.

All ordinances or parts of ordinances inconsistent with this Ordinance are hereby repealed only to the extent of such inconsistency.

SECTION 14. EFFECTIVE DATE.

This Ordinance shall become effective thirty (30) days after enactment as provided by law.

ORDAINED AND ENACTED this ____ day of _____, 2026.

BOROUGH OF WEST CHESTER

By: _____

President, Borough Council

ATTEST:

Borough Manager/Secretary

APPROVED this ____ day of _____, 2026.

Mayor

DRAFT

Emergencies Happen.

Subscribers have NO out-of-pocket ambulance expenses
if treated and/or transported by us.



Scan QR Code or Visit:
www.GoodFellowship.org

**GOOD FELLOWSHIP AMBULANCE
SUBSCRIPTION DRIVE**

SUPPORT LOCAL EMS



**VISIT
TODAY!**



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Lights Up West Chester Holiday Weekends

What: Professional Decoration of the Streets of West Chester Borough for the Holiday Season.

When: Install to be completed by approximately November 15. Tear down to be completed by Mid- January.

Scope:

- **String Bistro Lights Between the Lamp Posts:** Light both sides of Gay Street from Matlack to Darlington using bistro lights strung from the lamp posts.
 - This is the same layout as previous seasons (2022-2025)
- **Lit 14" Garland on 80 Lamp posts:** Install lit 14" garland on eighty lampposts:
 - Market Street from Darlington to New
 - High Street from Chestnut to Minor
 - Walnut Street between Gay & Market Streets (4)
 - Church Street between Gay & Market Streets (8)
- **Lamp Post Signs**
 - Block Sponsor & Lamp Post Sponsor Signs to be installed on professionally decorated lamp posts
- **Pole Mounts**
 - Install lit pole mounts on seven lamp posts on High Street
- **Bows**
 - Install bows on lampposts. Bows provided by West Chester BID

GreaterWestChester.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2026

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 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 KMRD Partners Risk and Insurance Solutions 2600 Kelly Rd Ste 120 Warrington PA 18976	CONTACT NAME: Michael Brown PHONE (A/C, No, Ext): 610-696-6081 E-MAIL ADDRESS: mbrown@kmrpartners.com FAX (A/C, No):
INSURED Chamber of Commerce For Greater West Chester 137 North High Street West Chester PA 19380	CHAMOF01 INSURER(S) AFFORDING COVERAGE INSURER A : LIO Insurance Company INSURER B : AmGUARD Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES**CERTIFICATE NUMBER:** 1725380882**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:			LIO1100066892-00	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			LIO1100066892-00	10/1/2025	10/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB DED ☐ RETENTION \$	☒ OCCUR ☐ CLAIMS-MADE		LIO1100066897-00	10/1/2025	10/1/2026	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
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/A		CHWC651454	10/31/2025	10/31/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Tour de Trike Race 8/7/26 with rain date of 8/8/26. It is hereby agreed and understood the Certificate Holder is listed as an Additional Insured, ATIMA.

CERTIFICATE HOLDER**CANCELLATION**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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Organization/Sponsor Name:

Friends of Marshall Square Park

OFFICE USE ONLY - NOT TO BE COMPLETED BY THE APPLICANT

Date Application Received:

8/17/26

Date Payment(s) Received:

ask for
waiver

YES

N/A

☒

Completed and Signed Application

☒

Date of event/Event time/Set up/Breakdown

10/3/26 / 6-9pm / 12-6pm / 9-10pm

☒

Map of the Event or Location of the Event

☒

List of Streets to be Closed for the Event

Prospect Alley

☒

List of Borough Services requested - to be reviewed by West Chester Borough

WCBW for Road Closing equipment

☒

Non-refundable application fee - may be cash, check, or money order

Asking for waiver

☒

Applicant's Certificate of Insurance

☐☒

West Chester Police Department Fees - required for runs

☐☒

List of Food Vendors with Chester County Health Department Licenses

☐☒

List of Sub-Contractors with Certificates of Insurance

☐☒

Proof of public transportation approval if public streets are to be closed

☐☒

Proof of notification to Good Fellowship Ambulance - required for runs

☐☒

Pennsylvania Liquor Control Board Permit if alcohol is to be served

Approved by Pubic Works

YES

☐

NO

☐

Date:

Approved by Parking Department

YES

☐

NO

☐

Date:

Approved by Parks and Recreation

YES

☒

NO

☐

Date:

9/4/26

Approved by Police Department

YES

☐

NO

☐

Date:

Approved by Borough Council

YES

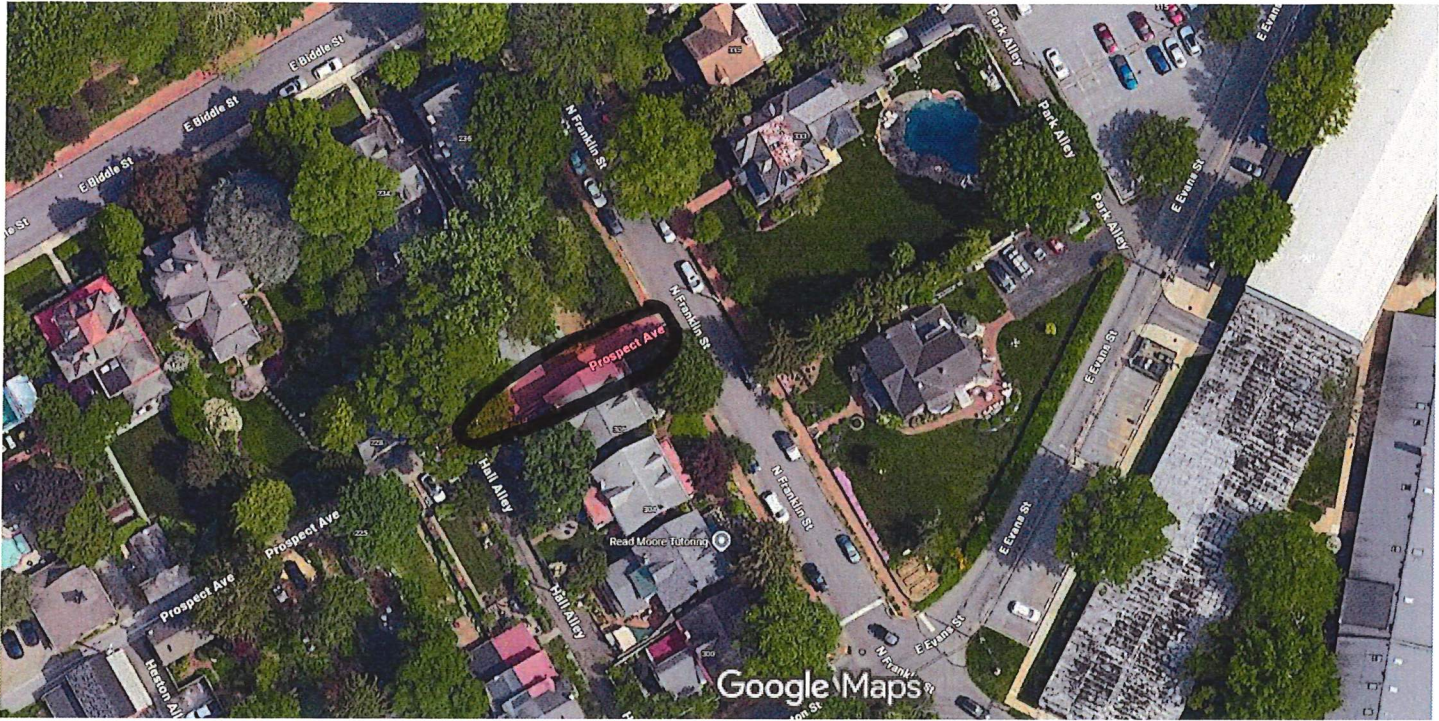
☐

NO

☐

Date:

Notes:



Imagery ©2026 Airbus, Map data ©2026 20 ft

5-6x road/mph
5-6x road/mph





West Chester Police Department

AGREEMENT FOR POLICE SERVICES

401 EAST GAY STREET

WEST CHESTER, PA 19380

TELEPHONE: 610-696-2700

Chris Daly
Lieutenant

Josh Lee
Chief of Police
Jeffrey Ditz
Lieutenant

James Gorman
Lieutenant

In order to process your request for police coverage at your event, please complete the information that is listed below. Once this form is complete, please submit it to:

West Chester Police Department
Attention: Staci King
401 East Gay Street
West Chester, PA 19380

Please note that all fees must be received no later than 5 days prior to the event. All police fees for runs and races must be submitted at the time of application. Should you have questions, please call 610-436-1323.

Event Name: FMSP Fall Party

Event Date: 10/3/26 Start Time: 6 PM End Time: 9 PM

Name of Organization Hosting Event: Friends of Marshall Square Park

Person Responsible for Payment of Fee: _____

Address of Person Responsible for Fee: _____

Phone Number of Person Responsible: _____

Number of Police Officers Requested: _____

I, _____ certify that I am requesting police coverage for the event listed above and that I am authorized to do so on behalf of the organization. I am aware that police coverage for this event is invoiced at \$129.00 per officer, per hour, with a 3 hour minimum for all events. Events that take place on holidays are billed at double time rate.

Signature

Date



FRIEOFM-05

X00SCHIKKEGOWDA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2026

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 AP Benefit Advisors, LLC - Philadelphia 575 E Swedesford Rd, Suite 200 Wayne, PA 19087	CONTACT NAME:	
	PHONE (A/C, No, Ext): (610) 363-7999	FAX (A/C, No):
INSURED Friends of Marshall Square Park, Inc 405 N. Franklin Street West Chester, PA 19380	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Selective Insurance Co of Southeast	NAIC # 39926
	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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY			S2421800	5/29/2026	5/29/2027	EACH OCCURRENCE \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
							MED EXP (Any one person) \$ 15,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						
	OTHER:						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$
	☐ DED ☐ RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ PER STATUTE ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N		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 (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Event October 3

CERTIFICATE HOLDER

CANCELLATION

Borough ough of West Chester
401 East 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

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.

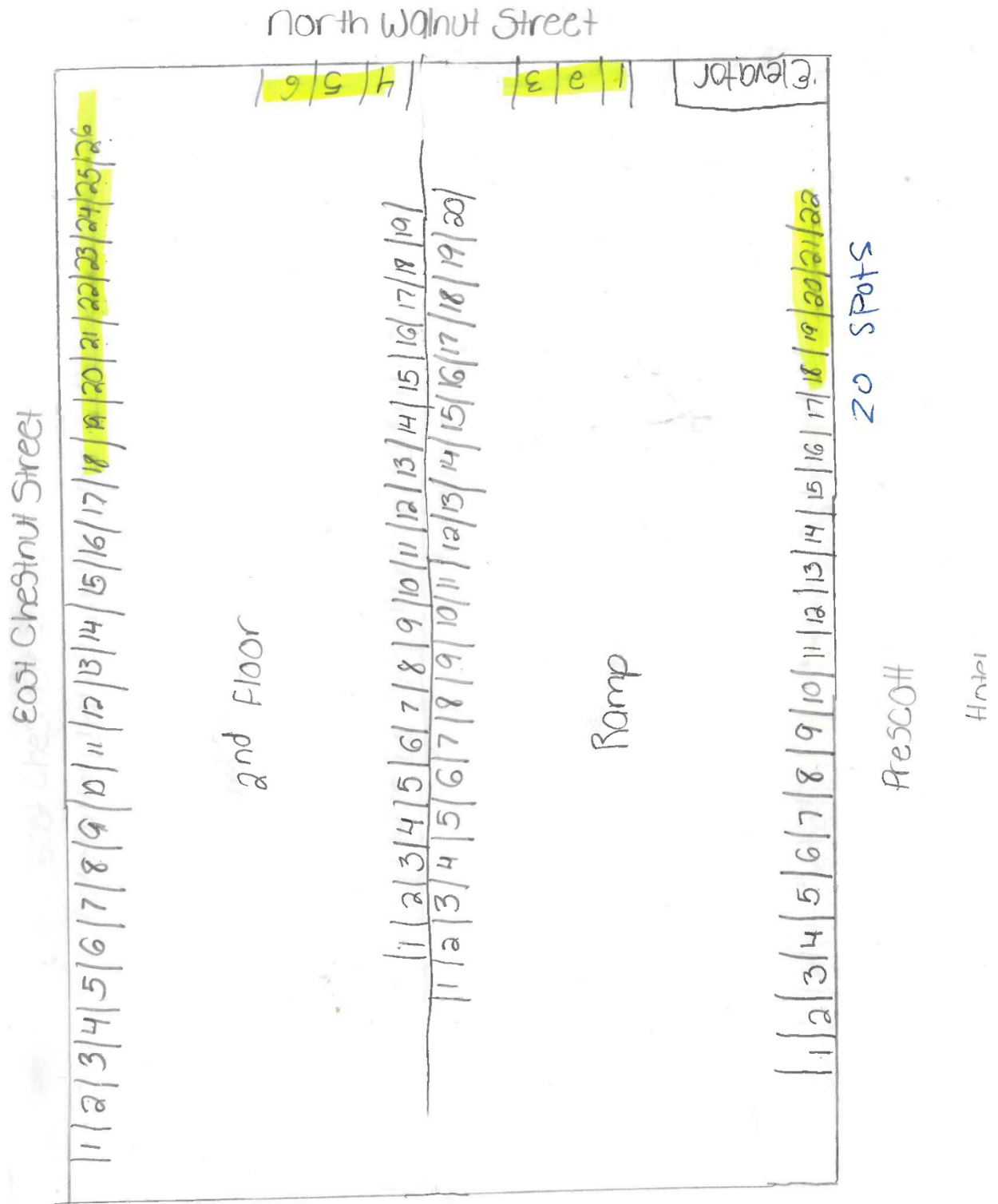
4.0 Notices:

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.

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



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 Vogelmann 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.

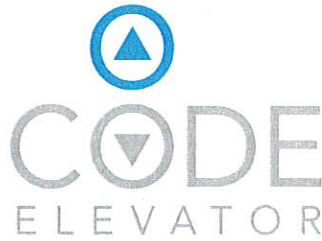
We currently have 13 modernization teams, 2 service teams, and 15 maintenance routes dedicated to supporting our customers with responsive, knowledgeable, and dependable service.

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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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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		\$
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																				
	\$																				
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)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000																				
BODILY INJURY (Per person)	\$																				
BODILY INJURY (Per accident)	\$																				
PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						<table><tr><td>EACH OCCURRENCE</td><td>\$</td></tr><tr><td>AGGREGATE</td><td>\$</td></tr><tr><td></td><td>\$</td></tr></table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
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						
☒ 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																				

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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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.

Budget Modification Request

Budget Year: 2026
Modification #: 2026-6

Justification: A modification is needed to reallocate American 250 funds in line item, 01-45458-07 to account for a \$10k m
The grant would award up to \$10k to fund a feasibility study for the Turks Head Trail and was not budgeted f
This grant would provide the Borough with information regarding the proposed trail as it relates directly to fin

Vendor	Invoice #	Date	G/L	Increase	Decrease
Grant Allocation Match CCPC			01-40133-07	10,000.00	
America 250 Expense			01-45458-07		10,000.00
Total				10,000.00	10,000.00

match for the ChesCo Accelerator grant.
for in 2026 (as the grant opened in Spring 2026.
ndings in the PROS Plan.

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)

<u>Requested Fund Transfer Balances</u>			Current remaining balance:	Total after transfer:
FROM:	Garage management (09-44545)	\$ 6,006.00	\$ 82,836.27	76,830.27
TO:	Capital Expenses: Elevator Rep	\$ 6,006.00	\$ 82,169.00	\$ 88,175.00

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Will Williams, Sustainability Director

SUB: PURCHASE ORDER REQUEST

DATE: 8/31/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor All Seasons Landscaping Co. Inc.

Contact Stephen Gansz

Address 3915 Market Street
Aston, PA 19014

Phone (610) 494-8050

Email steve@aslplant.com

Fax (610) 494-8054

Justification

Fall street and park tree planting. 50x 2"+ caliper trees with stakes and gator bags, 2x watering. Tree species and location selected by Tree Commission and Borough Consulting Arborist. Planting will begin in October.

TOTAL AMOUNT TO BE PAID:	\$ 26,250.00
---------------------------------	---------------------

Reference (select one) ☐ Quote ☐ SOW ☐ SA ☒ State Contract

SHIP TO:

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

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Will Williams Digitally signed by Will Williams
Date: 2026.09.01 09:52:53
+04'00'

8/31/2026

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 16-45540/16

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Will Williams, Sustainability Director

SUB: PURCHASE ORDER REQUEST

DATE: 8/31/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Treemendous

Contact Christie Peoples

Address PO Box 5675
Wilmington, DE 19808

Phone (302) 353-0574

Email office@treemendousinc.com

Fax

Justification

Shade tree maintenance/removals for 4th quarter, per bid tab approved by BC March 2026
Additional purchasing authorization requested to close out year, following large Hoopes/Everhart Park tree removal project completed Summer 2026.

TOTAL AMOUNT TO BE PAID:	\$ 20,000.00
---------------------------------	---------------------

Reference (select one) ☐ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

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

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Will Williams Digitally signed by Will Williams
Date: 2026.09.01 15:40:24
+04'00'

8/31/2026

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45540/80

P.O. RECEIVED _____
MAT. RECEIVED _____
P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Ramsey Reiner

SUB: PURCHASE ORDER REQUEST

DATE: 9/3/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Code Elevator

Contact Steve Vogelmann

Address 420 Fehely Drive, Suite B
King of Prussia, PA 19406

Phone (264) 535-0863

Email vogelman@codeelevator.com

Fax

Justification

Total amount for required repairs to garage elevators for 2026 per contracted price.

TOTAL AMOUNT TO BE PAID:	\$ 88,175.00
---------------------------------	---------------------

Reference (select one) ☒ Quote ☒ SOW ☐ SA ☒ State Contract

SHIP TO:

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

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

N/A

QUOTATION NUMBER

CONTRACT: RFP 2026

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Ramsey Reiner Digitally signed by Ramsey Reiner
Date: 2026.09.03 09:53:05 -04'00'

Sean Metrick, Borough Manager

Date

Account # 09-43013-09

P.O. RECEIVED _____
MAT. RECEIVED _____
P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____



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.

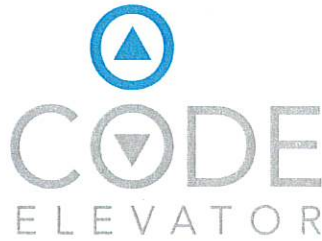
We currently have 13 modernization teams, 2 service teams, and 15 maintenance routes dedicated to supporting our customers with responsive, knowledgeable, and dependable service.

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 ignificant 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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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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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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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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 - 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

© 1988-2015 ACORD CORPORATION. All rights reserved.

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Ramsey Reiner

SUB: PURCHASE ORDER REQUEST

DATE: 9/3/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Code Elevator

Contact Steve Vogelman

Address 420 Fehely Drive, Suite B
King of Prussia, PA 19406

Phone (264) 535-0863

Email vogelman@codeelevator.com

Fax

Justification

Total amount for service contract beginning Oct 1, 2026. Expenses for 2026 year service fees. Split between Parking Garage Management (\$8757) & Public Works Facilities Maintenance (\$1278)

TOTAL AMOUNT TO BE PAID:	\$ 10,035.00
---------------------------------	---------------------

Reference (select one) ☒ Quote ☒ SOW ☐ SA ☒ State Contract

SHIP TO:

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

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
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610-692-7574

SHIP METHOD & PRICING

N/A

QUOTATION NUMBER

CONTRACT: RFP 2026

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TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Ramsey Reiner Digitally signed by Ramsey Reiner
Date: 2026.09.03 09:57:50 -04'00'

Sean Metrick, Borough Manager

Date

Account # 09-44545-09 & 01-4094

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____



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.

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



Sincerely,

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Stephen Vogelmann Jr.
Vice President



August 24, 2026

Re: Elevator Maintenance Bid – CAT 1 Testing

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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.

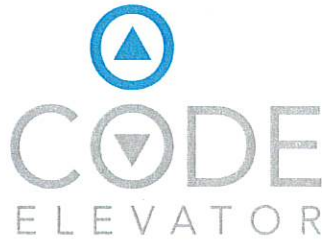
We currently have 13 modernization teams, 2 service teams, and 15 maintenance routes dedicated to supporting our customers with responsive, knowledgeable, and dependable service.

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 ignificant 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 G. Vogelmann Sr.
(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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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

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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EACH OCCURRENCE	\$																				
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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						
☒ 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																				

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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BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Barbara Lioni

FROM: Sean Metrick, Borough Manager

SUB: PURCHASE ORDER REQUEST

DATE: 9/3/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Organizational RND

Contact

Address

Phone

Email

Fax

Justification

Staff training

TOTAL AMOUNT TO BE PAID:	\$ 11,000.00
---------------------------------	---------------------

Reference (select one) ☒ Quote ☒ SOW ☐ SA ☒ State Contract

SHIP TO:

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

BILL TO:

BOROUGH OF WEST CHESTER
ATTENTION: FINANCE DEPARTMENT
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-692-7574

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

ARTICLE IV
Mobile Food Vendors
[Adopted 4-X-2026 by Ord.]

§ 233-23. Purpose.

The Municipality finds that allowing mobile food vendors to operate, subject to practical regulations and limitations, is beneficial to people living and working within the Municipality. This article recognizes the unique physical and operational characteristics of mobile food vending, establishes standards for mobile food vending operations and promotes practices that serve the health, safety and welfare of the public.

§ 233-24. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

CANTEEN TRUCK — A motorized vehicle that operates to provide food services to workers at locations where access to such services is otherwise unavailable or impractical (e.g., a construction site); from which the operator sells food and beverages that require no on-site preparation or assembly other than the heating of precooked foods; and is not advertised in any form to the general public except by virtue of signage on the vehicle. Products sold from canteen trucks may include fruits, vegetables, precooked foods such as hot dogs, prepackaged foods and prepackaged drinks.

COMMISSARY — An establishment or facility in a fixed location that is used for the storage of supplies for a mobile food service vehicle, the preparation of food to be sold or served at a mobile food service vehicle, or the cleaning or servicing of a mobile food service vehicle or the equipment used in conjunction with a mobile food service vehicle.

EDIBLE FOOD PRODUCTS — Those products that are ready for immediate consumption, including prepackaged food and food cooked, prepared or assembled on-site. The term "edible food products" does not include fresh produce unless the produce has been packaged, cooked, chopped, sliced, mixed, brewed, frozen, squeezed or otherwise prepared for consumption.

FOOD TRUCK — A vehicle from which edible food products are cooked, prepared or assembled with the intent to sell such items to the general public, provided further that food trucks may also sell other edible food products and beverages that have been prepared or assembled elsewhere. Food truck operators may market their products to the public via advertising, including social media.

ICE CREAM TRUCK — A vehicle from which the operator sells only prepackaged frozen dairy or water-based food products and prepackaged beverages. For purposes of this article, a nonmotorized cart from which such products are sold shall be considered an ice cream truck.

LICENSE ADMINISTRATOR — The person designated by the Municipality to oversee the issuance, suspension and revocation of mobile food vendor license.

LOCATION — Any single property parcel or any combination of contiguous parcels that are owned or controlled by a single entity or affiliated entities.

MOBILE FOOD SERVICE VEHICLE — A food truck, canteen truck or ice cream truck and

includes any portable unit that is attached to a motorized vehicle and intended for use in the operation of a food truck, canteen truck or ice cream truck.

MOBILE FOOD VENDOR — Self-contained food service operation, located in a readily movable motorized, wheeled, or towed vehicle, used to store, prepare, display or serve food intended for individual portion service.

MOBILE FOOD VENDOR EVENT — A coordinated and advertised gathering of more than three mobile food service vehicles in one location on a certain date with the intent to serve the public.

MOBILE FOOD VENDOR LICENSE — A license issued by the Municipality for the operation of a mobile food service vehicle.

OPERATE — To sell food, beverages, and other permitted items from a mobile food service vehicle and includes all tenses of the word.

OPERATOR — Any person operating or permitted to operate a mobile food service vehicle.

VEHICLE — Every device in, upon or by which any person or property may be transported or drawn upon a street, including devices moved by human power.

§ 233-25. Licenses and permits required; fees.

- A. It shall be unlawful to operate a mobile food service vehicle to sell or offer for sale any food, service, or merchandise at any location within the Municipality unless a mobile food vendor license has been issued by the Borough of West Chester and in compliance with the other requirements of this article.
- B. Mobile food vendors must comply with all federal, state and local licensing, which includes registering for and obtaining a local business license, up-to-date records on health inspections, as well as any and all other permitting regulations and all business tax, sales tax and other tax requirements.
- C. The Department of Building, Housing and Codes Enforcement is hereby authorized to promulgate rules and regulations supplemental to the provisions herein for the purpose of carrying out the administration and enforcement of such provisions.

§ 233-26. Locations and hours of operation.

- A. Food trucks.
 - (1) Approved locations of food trucks
 - (a) Locations as approved in Chapter 104-29
 - (b) At Borough approved special events
 - (c) For no more than 12 hours on private property for private events in all zoning districts except Town Center.
 - (2) Hours of operation. Food trucks may operate beginning at 7:00 a.m. and ending at 9:00 p.m. unless otherwise restricted by the operator's mobile food vendor permit or by the property owner. The Municipality may permit extended hours of operation.
- B. Ice cream trucks.

- (1) Approved locations of ice cream trucks
 - (a) An ice cream truck with a current mobile food vendor permit may operate from the right-of-way at any one location for no more than 15 minutes before relocating to another location not less than 1/4 mile from the previous location
 - (b) Locations as approved in Chapter 104-29
 - (c) At Borough approved special events
 - (d) For no more than 12 hours on private property for private events in all zoning districts except Town Center.
- (2) Hours of operation. Ice cream trucks may operate beginning at 11:00 a.m. and ending at 8:00pm unless otherwise restricted by the operator's mobile food vendor license.

§ 233-27. Operating requirements.

A. Vehicle requirements.

- (1) Design and construction. Mobile food service vehicles must be specifically designed and constructed for the purpose of preparation and sale of the specific type of food being sold and may not operate in any manner that is not compatible with the purpose for which the vehicle has been designed and constructed.
- (2) Licensing. Mobile food service vehicles must be licensed and equipped in accordance with the rules and regulations of all local, state and federal agencies having jurisdiction over such vehicles. The preparation and sale of food from mobile food service vehicles must comply with all applicable local, state and federal laws and regulations.

B. Operating in the right-of-way.

- (1) Mobile food service vehicles shall park facing the same direction as traffic, at a distance of no more than 12 inches between the curb face or edge of pavement and with the service window of the vehicle facing the curb or edge or pavement.
- (2) When a mobile food service vehicle is allowed to operate in the public right-of-way, no seating area shall be provided, except as permitted in conjunction with a street closure for a special event.

C. Business access. No mobile food service vehicle may operate in a location that:

- (1) Impedes the ingress to or egress from another business or otherwise causes undue interference with access to another business.
- (2) Blocks the lawfully placed signage of another business.
- (3) Prevents access to another business by emergency vehicles.

D. Pedestrians. If adjacent to a sidewalk, the components of a mobile food service vehicle's operations, including signage, seating areas and patron queue may not reduce the clear pedestrian path of travel on the sidewalk to less than six feet. All awnings or canopies of the vehicle shall be at least six feet, eight inches above the sidewalk.

E. Distance. A mobile food service vehicle must maintain a minimum distance of 10 feet

between other mobile food service vehicles and may not operate within 100 feet of a brick and mortar eating establishment.

F. Safety and fire prevention.

- (1) All cooking, heating and electrical equipment and all cooking practices must comply with applicable safety regulations, including applicable fire and electrical codes and any other safety requirements imposed by the Municipality's fire and rescue department.
- (2) No power cord, cable or equipment shall be extended across any public street, sidewalk or other public property. All power and extension cords shall be properly sized, secured and protected from physical damage.
- (3) No cooking equipment other than a heating apparatus compliant with applicable safety regulations may be used in a canteen truck. No cooking or heating equipment may be used in an ice cream truck.
- (4) All mobile food service vehicles must be equipped with a 2A-10BC fire extinguisher that is inspected annually and certified as meeting National Fire Protection Association standards.
- (5) All mobile food service vehicles with a generator must provide a 3A-40BC fire extinguisher. Generators may not be placed on the ground or sidewalk. Must be affixed to the food truck.
- (6) All food service vehicles utilizing a deep fat fryer must provide a type K fire extinguisher in addition to the required extinguisher requirements set forth in this article.
- (7) The maximum amount of LPG gas that can be stored/used is two 100-pound tanks with LPG storage tanks only permitted to be stored/used on the exterior of the mobile food service vehicle; furthermore, all piping and fittings for the distribution and use of LPG gas must be UL or FM approved.
- (8) Any type of cooking inside the mobile food service vehicle that produces grease laden vapors is required to be protected with an NFPA 96 compliant fire suppression system.
- (9) All vendors must maintain a clearance of at least 10 feet away from buildings, structures, vehicles, and any combustible materials and must also maintain a clearance of at least 15 feet from a fire hydrant.
- (10) Any engine-driven source of power must be separated from the public by barriers, such as physical guards, fencing, or enclosures.
- (11) Any engine-driven power must comply with the following: at least 10 feet in all directions from openings and air intakes; at least 10 feet from every means of egress; directed away from all buildings; directed away from all other cooking vehicles and operations.

G. Solid fuel safety (wood, charcoal).

- (1) Fuel must not stored above any heat producing appliance or vent.
- (2) Fuel must not stored closer than three feet to any cooking appliance.

- (3) Fuel must not stored near any combustible liquids, ignition sources, chemicals, and food supplies and packaged goods.
 - (4) Fuel must not stored in the path of the ash removal or near removed ashes.
 - (5) All ash cinders, and other fire debris should be removed from the firebox at regular intervals and at least once a day.
 - (6) Removed ashes, cinders, and other removed fire debris should be placed in a closed, metal container located at least three feet from any cooking appliance.
- H. Noise. No sounds that are prohibited by Chapter 73 (Noise) of this Code may be produced by a mobile food service vehicle's operations.
- I. Support methods. No mobile food service vehicle may use stakes, rods or any other method of support that must be drilled, driven or otherwise fixed into or onto asphalt, pavement, curbs, sidewalks or buildings.
- J. Spills. To prevent discharges into waterways, drainage systems or public sewer systems, each food truck shall comply with all stormwater regulations of the Municipality and all regulations regarding prohibited discharges to public sewers. In addition, each vehicle shall have a spill response plan to contain and remediate any discharge from the vehicle. Plan must be located on truck at all times. Food trucks must ensure that all waste, including wastewater from cleaning and sanitation, is properly managed and disposed of to avoid discharging harmful pollutants into storm drains.
- K. Waste collection. The area of a mobile food service vehicle operation must be kept neat and orderly at all times. Operation of a mobile food service vehicle in an area is deemed acceptance by the operator of the responsibility for cleanliness of the area surrounding the operations (not less than 50 feet from all parts of the vehicle) regardless of the occurrence or source of any waste in the area. During each period of operation at a location, the operator must provide proper trash receptacles for public use that are sufficient and suitable to contain all trash generated by the mobile food service vehicle. All trash receptacles must be emptied when full, and all waste must be removed prior to departure of a mobile food service vehicle from a location.
- L. Pedestrian service only. Mobile food service vehicles shall serve pedestrians only. Drive-through or drive-in service is prohibited.
- M. Signage. Signage for each mobile food service vehicle shall be limited to signs on the exterior or interior of the vehicle and one sandwich board sign. All signs on the exterior of the vehicle shall be secured and shall not project more than six inches from the vehicle. One sandwich board sign may be placed outside the mobile food service vehicle, provided that the base of a sandwich board sign must be placed no further than two feet beyond the mobile food service vehicle. Sandwich board signs shall not exceed eight square feet per side or 48 inches in height and shall not obstruct or impede pedestrian or vehicular traffic.
- N. Alcohol sales. Food trucks may not sell alcoholic beverages, except as may be specifically allowed by applicable state law. Ice cream trucks are prohibited from selling alcoholic beverages at all times.
- O. Insurance.
- (1) Mobile food service vehicles must maintain all motor vehicle insurance coverage

required by applicable state and federal laws and regulations.

- (2) Mobile food service vehicles operating on Municipal property other than the right-of-way shall at all times maintain such further insurance coverage as may be required by the Municipal Administrator. In the event the required coverage is not properly maintained, permission to operate on Municipal property will be immediately revoked.

P. Exterior cooking equipment.

- (1) Shall only be permitted in designated areas during specific special events and not within the right-of-way or in any public streets.
- (2) Any food preparation equipment outside of the mobile food service vehicle shall not obstruct vehicular or pedestrian traffic, and the use and operation of such equipment shall not create safety hazards for the public. Food shall not be served to customers directly from any outside food preparation equipment. Any smoker or other exterior equipment that generates heat shall be surrounded with at least three traffic safety cones.

§ 233-28. Operational restrictions.

- 2 A. All mobile food vendors are prohibited from:
 - (1) Any area where they will impede pedestrian traffic. Mobile food trucks vending for events on private property may not sell or feed the general public.
 - (1) Consuming alcoholic beverages while vending. No mobile food vendor will be permitted to leave their vehicle unattended overnight or when not in use. No unattended food truck shall be left at any time in the right-of-way or parked on any other public property overnight.

B. Canteen and commissary trucks are not permitted within the Borough.

233-29. Mobile food vendor permits.

- A. Required. The Department of Building, Housing & Codes Enforcement shall oversee the issuance, suspension and revocation of mobile food vendor permits. No mobile food service vehicle may operate within the Municipality without a mobile food vendor permit issued by the Borough. A mobile food vendor permit authorizes the holder only to engage in the vending of products from a mobile food service vehicle in compliance with this Code and as specified on the permit. The mobile food vendor permit must be prominently displayed when the mobile food service vehicle is in operation. This section shall not apply to contractual arrangements between a mobile food service vehicle operator and any individual, group or entity for prearranged catering at a specific location for a period of not more than four hours, provided that the mobile food service vehicle is not open to or serving the general public.

B. Application.

- (1) In order to obtain a mobile food vendor permit, a mobile food service vehicle operator must complete an application form provided by the Borough. The application shall include the following information:
 - (a) Name and address of the owner of the vehicle.
 - (b) Name and address of all operators of the vehicle.

- (c) Color photographs of the exterior (front, side, and back) of the vehicle in its final condition and with all markings under which it will operate.
 - (d) A copy of the vehicle license and registration form reflecting the vehicle identification number (VIN) of the vehicle.
 - (e) A copy of the state or county health department license or permit applicable to mobile food providers.
 - (f) A copy of the operator's business license.
 - (g) A certificate of insurance coverage, including required motor vehicle insurance coverage.
 - (h) A signed acknowledgement that the operator has read this article and will comply with all applicable requirements herein.
 - (i) Any additional information required by the Municipality.
- (2) Submittal of an application for a mobile food vendor permit must be accompanied by payment of an application fee as designated by the Borough fee schedule. Any mobile food service vehicle previously found to be operating within the Municipality without a current permit shall also pay the application fee stated in the Borough fee schedule for new vendors.
- (3) Each mobile food vendor permit holder shall have an ongoing duty to provide the Municipality with notice of any change to any of the information submitted with its permit application, within 10 days of the change, including current photographs of the mobile food service vehicle in the event of any change in the appearance of or signage on the vehicle.
- C. Issuance. A mobile food vendor permit shall be issued upon verification that an application has been completed in accordance with the requirements of this section, except that no such permit will be issued to an operator whose permit is currently suspended or has been revoked within the preceding 12 months, or to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months. If the permit administrator denies the application, such denial shall be in writing and provided to the applicant within 15 days of receipt of the application.
- D. Expiration. All mobile food vendor permits shall expire on December 31 of each year, or on such alternate date as may be set by the permit administrator. A mobile food vendor permit may be renewed for the next twelve-month period, provided that all applicable requirements are met and the permit is not currently suspended or has not been revoked within the preceding 12 months. The fee for renewal shall be the same as the application fee for a new mobile food vendor permit.
- E. Transferability. A mobile food vendor permit may not be transferred except as part of the sale of a controlling interest in a business holding the permit or a sale of substantially all of the assets of a business holding the permit. The operator of the mobile food service vehicle shall notify the Municipality within 10 days of any such sale and shall update any information that has been changed since the submittal of the application for the mobile food vendor permit.

- F. Temporary permit. If an operator of a mobile food service vehicle has not previously obtained a mobile food vendor permit and is found to be operating within the Municipality, Municipal staff may authorize the operator to continue operating for not more than two hours, provided that the operations must comply with the location and hours of operation requirements set forth herein. Thereafter, the operator shall not operate a mobile food service vehicle within the Municipality without first paying the required application fee and obtaining a mobile food vendor permit as required by this section.

§ 233-30. Enforcement.

- A. Citation. Each of the following circumstances constitute a violation of this article, for which a citation of no less than \$100 and no more than \$1000 fine may be issued to the violator of this article by a codes enforcement officer, fire official, and/or police officer of the Municipality:
- (1) Operation of a mobile food service vehicle without a current, valid permit, provided further that each day and each separate location at which a mobile food service vehicle is operated without a current, valid permit shall be considered a separate violation.
 - (2) Continuation of temporary mobile food service vehicle operations beyond the time period authorized by staff.
 - (3) Holding a special event without a permit or failing to comply with the conditions of approval for a special event permit.
 - (4) Failure to comply with any other provision of this article.
- B. Responsibility for violations. The Municipality codes enforcement officers, fire officials, and/or police officers may, at their discretion in consideration of the situation, cite any of the individuals or entities listed below for any violation of the provisions of this article:
- (1) The operator of a mobile food service vehicle.
 - (2) An employee working at a mobile food service vehicle.
 - (3) The owner of the property on which a mobile food service vehicle is operated.
 - (4) The entity or organization hosting a special event, or the person in charge of the special event.
- C. Suspension of permit. A mobile food vendor permit shall be suspended by the permit administrator if:
- (1) The applicant for the permit knowingly provided false information on the application.
 - (2) Two violations of this article have occurred within a six-month period in conjunction with the mobile food service vehicle for which the permit has been issued.
 - (3) The operator of a mobile food service vehicle fails to maintain a current, valid vehicle registration, health department permit, business license or proof of required motor vehicle insurance coverage.
 - (4) The vehicle has any outstanding warrants or five (5) or more outstanding parking tickets.
- D. Revocation of permit. A mobile food vendor permit shall be revoked by the permit administrator if:

- (1) Four violations of this article have occurred within a twelve-month period.
- (2) A mobile food service vehicle is operated in an unlawful manner so as to constitute a breach of the peace or otherwise threaten the health, safety or general welfare of the public.

E. Reinstatement.

- (1) Suspended permit. An operator may reinstate a suspended mobile food vendor permit by taking such actions as may be necessary to correct a mobile food service vehicle's noncompliance and paying a reinstatement fee listed in the Borough fee schedule to offset the Municipality's cost of enforcement measures, inspections and compliance verifications.
- (2) Revoked permit. An operator whose mobile food vendor permit has been revoked may apply for a new permit after 12 months from the date of revocation, provided the operator has taken such actions as may be necessary to correct a mobile food service vehicle's noncompliance. The operator shall pay a permit reinstatement fee listed in the Borough fee schedule to offset the Municipality's cost of enforcement measures, inspections and compliance verifications.
- (3) No permit will be issued to any person who intends to operate the same mobile food service vehicle for which the operator's permit is currently suspended or has been revoked within the preceding 12 months.

F. Notice. Notice of the suspension or revocation of a mobile food vendor permit shall be issued to the operator in writing by the permit administrator.

§ 233-31. Appeals.

- A. Filing. The denial, suspension or revocation of a mobile food vendor permit by the permit administrator may be appealed by filing a written notice of appeal, establishing the grounds for the appeal, with the Public Safety and Quality of Life Committee no later than 10 business days following receipt of the notice of denial, suspension or revocation.
- B. Municipal Administrator's review. When an appeal is filed with the Municipal Administrator as set forth herein, the Municipal Administrator may request such additional information from the operator and the permit administrator as may be deemed necessary. At the Municipal Administrator's discretion, the appeal may be decided based on the written information and documentation submitted, or a hearing may be scheduled with the operator and the permit administrator. The Municipal Administrator's decision shall be issued in writing, based on a written summation of the pertinent facts, and shall be final. The Municipal Administrator may reverse the denial, suspension or revocation of a permit, or may reduce the waiting period required for reinstatement of a revoked permit if it is determined that the operator has taken reasonable steps to mitigate the violations leading to the revocation and to prevent future violations.
- C. Refunds. There shall be no refund of an application fee for a mobile food vendor permit that has been denied. There shall be no refund of a reinstatement fee for a suspended or revoked permit unless the Municipal Administrator determines on appeal that the permit administrator acted in error in suspending or revoking the permit.

Application Numbers: 2026-19-Revision 1

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 16 E. Gay Street

- 1) **Date of HARB Review:** *August 27, 2026*
- 2) **Applicant's Proposal:** *Sign and Façade Painting*
- 3) **Findings:**

*Note: This project was reviewed at the July, 2026 HARB meeting and a Motion was made and approved for the applicant to replace the existing round wall mounted sign with a new round sign of the same size with the “**Call Your Mother**” logo. After discussing with their client, the applicants returned to the August meeting with a revised design for a projecting blade-mounted-type sign. At the August 27, 2026 meeting, the HARB reviewed the revised design and recommended final approval.*

The applicant's representatives, Mike Barnes and Mary Morits, were present and described the proposed revised sign design as follows:

- *The proposal is to remove the existing round “Olaa” sign and install a projecting round sign in front of the existing transom above the entrance door. The message on the sign is “**Call Your Mother.**” The sign will be no more than 30-inches in diameter. The new metal bracket will be inconspicuously anchored to the existing transom's wood framing.*
- *The existing black plywood panel covering the existing transom window sign message “Jacks Steaks” will be retained or replaced in kind with a black panel.*
- *The existing storefront woodwork will be painted pink with black accents.*
- *The concrete threshold at the entrance door will be painted a teal color.*
- *No new illumination will be installed.*

The HARB reviewed the application as follows:

- *The HARB members concluded that the proposed new sign design is a better solution and is appropriate to the HARB District.*
- *Repainting is considered reversible and is generally not regulated by HARB.*

4) Recommendations from HARB:

The Board recommends Approval of a Certificate of Appropriateness for the revised Application 2026-19-Rev1 as submitted with the following clarifications:

- 1. The existing round “Olaa” sign will be removed. The applicant will install a projecting round sign in front of the existing transom above the entrance door. The message on the sign is “**Call Your Mother.**” The sign will be no more than 30-inches in diameter. The new metal bracket will be inconspicuously anchored to the existing transom’s wood framing.*
- 2. The existing black plywood panel covering the existing transom window sign message “Jacks Steaks” will be retained or replaced in kind with a black panel.*
- 3. The approval is conditional on the applicant providing a final mounting bracket design to the Department of Building and Housing.*

Application Numbers: [2026-19-Rev-1](#)

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS
Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 16 E. Gay Street

5) *Borough Council's Action and Date*

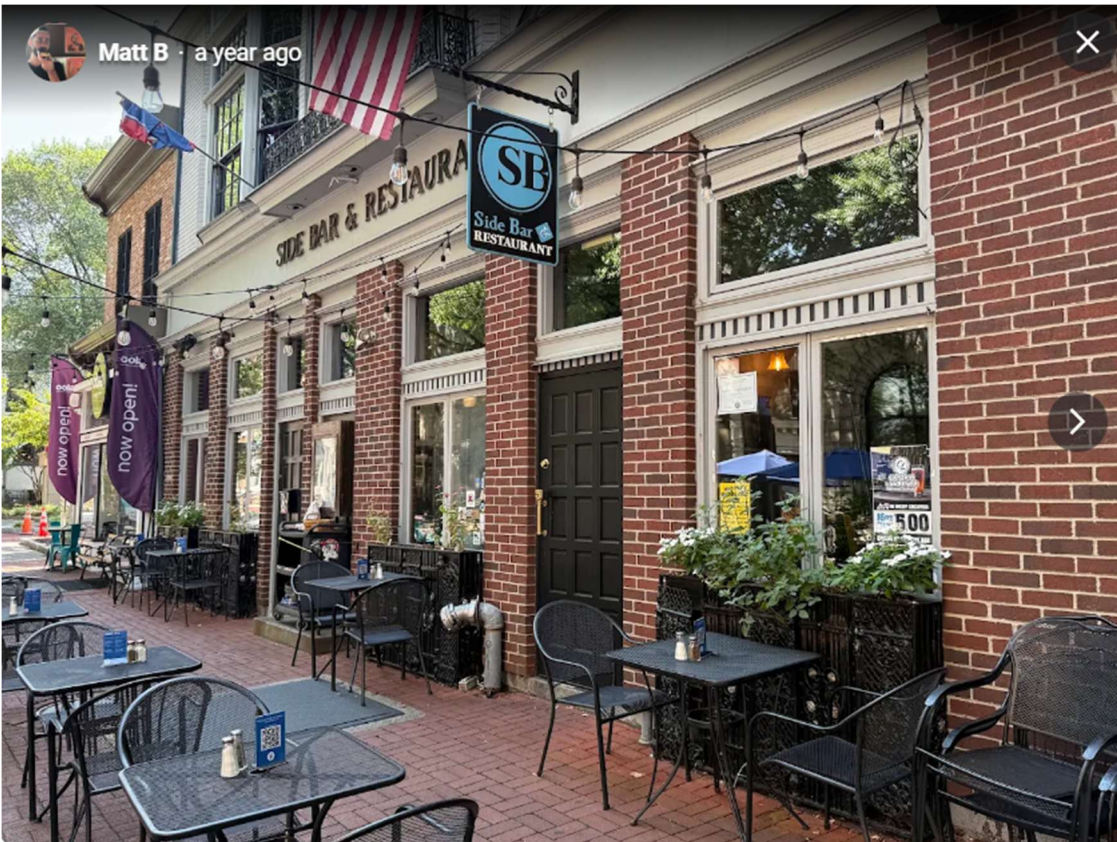
- ☐ Approved per HARB recommendation:
- ☐ Denied for the following reasons:
- ☐ Approved with the following differences from HARB recommendation:

.....

Date of Action Taken: _____, 2026

Borough Manager's Signature:

08/19/2026 REVISED SIGN PLAN:



DATE APPLICATION RECEIVED: 07/20/2026

APPLICATION NUMBER: 2026-19

PROPERTY ADDRESS: 16 E Gay Street, West Chester, PA 19380

APPLICANT'S EMAIL: [REDACTED]

Note: All projects must have the appropriate sections completed in its entirety and attached to this form. *Only attach the applicable sections.* The application number will be assigned by the Building & Housing Department.

1) This application is for (check all appropriate boxes):

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

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

- ☒ Color or B/W Sketches
- ☐ Old or Historic Photographs
- ☐ Plot or Site Plans
- ☐ Architectural Elevations
- ☒ Photographs of the current existing site showing where changes are to be made, location of buildings and streetscape.

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

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

Applicant's name (print): Andrew Dana, Call Your Mother Deli

Applicant's Signature:



Date:

07/03/2026

Owner's Name (print): Brock Snider

Owner's Signature:

Brock Snider

Date:

07/20/2026

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

DATE APPLICATION RECEIVED: 07/20/2026

APPLICATION NUMBER: 2026-19

SECTION #1 – SIGNS

(Attach a separate Section #1 for each of the signs you want to install)

Instructions: Provide color or black and white sketches of each sign and its message. Also show the proposed location and proportion to building façade. Attach photos of the streetscape and adjacent buildings.

Location of project: 16 E Gay Street, West Chester, PA 19380

Name of business: Call Your Mother Deli

Applicant's name: _____

Applicant's address: _____

Applicant's phone number: _____ Applicant's email: _____

Owner's name: _____

Owner's address: _____

Owner's telephone number: _____

1) Are you replacing an existing sign? Yes

2) How many signs do you wish to install? 1

3) On how many facades? 1 ☒ Front ☐ Side ☐ Back

4) ☐ Hanging Sign ☒ Building-mounted ☐ Other

5) Give a thorough description of sign: _____

Pink beadboard with yellow letters

6) Is there new illumination? No Fixture Type? _____
How will it be mounted? _____

7) Sign Dimensions: Height: Approx 36" x Width: Approx 173" x Depth: 5 1/2" (total depth including beadboard backer, spacers, & letter

8) If a hanging sign, what is the height from the sidewalk to the bottom of the sign? N/A
(Borough Code requires 8'-0 minimum to bottom of sign)

9) How will this sign be mounted? Mechanically fastened with aluminum angle mounthing brackets hidden behind beadboard backer, 1/4" hardware into wood facade and all holes sealed with clear silicone
(please note: any attachment to a masonry façade must be done through the mortar joints, NOT into the masonry).

10) If a hanging sign, describe the hanging bracket: N/A

11) If a hanging sign, is this an existing bracket: N/A

12) Colors: Pink and yellow

13) Message: CALL YOUR MOTHER

14) Lettering style: Bold serif font (Cooper Black)
please note that the historic preference is for any "serif" type: _____

Please be sure to attach sample of sign wording in chosen lettering style

SECTION #3 – REPAIR, REPLACEMENT OR ALTERATION

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

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

Call Your Mother Deli
Name of business: _____

Andrew Dana
Applicant's name: _____

Applicant's address: _____

Applicant's phone number: _____

Owner's name: _____

Owner's address: _____

Owner's telephone number: _____

1) Which element do you wish to change: _____ Doors _____ Windows _____ Roofing _____ Gutters
☒ Walls _____ Steps _____ Sidewalk _____ Fence ☒ Trim _____ Railing _____ Porch or Balcony
_____ Other (specify) _____

2) On how many facades? _____ 1 _____ Front _____ Side _____ Back

Paint
3) What was the old is the material? _____

Paint
4) What is the proposed new material? _____

Paint
5) How will it be installed? _____

N/A
6) Are you using any historical materials? _____

7) Is so, what and how? _____

8) What were the old dimensions? Height: _____ x Width: _____ Depth: _____

9) What are the new dimensions? Height: _____ x Width: _____ Depth: _____

Cream and black
10) What were the old colors? _____

Pink and light pink
11) What are the new colors? _____

Paint building facade light pink and trim pieces dark pink,
12) Why do you wish to make these changes? refer to color sketch

Call Your Mother Deli Existing Facade 16 E Gay Street



Call Your Mother Deli Existing
16 E Gay Street



Application Numbers: 2026-20

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 208 E. Market Street

- 1) ***Date of HARB Review:*** July 30, 2026
- 2) ***Applicant's Proposal:*** Sign & Façade painting

3) ***Findings:***

The applicant, Jacqueline Hendry, and Anthony Mntone were present and described the proposed sign project as follows:

- *Install a new double-sided, round hanging sign, 28-inches in diameter, colors to be a white field with black text and border. The message on the sign is “Homeward Bound Tattoo.”*
- *The sign will hang from an existing black metal bracket.*
- *No new illumination will be installed.*
- *The existing wood storefront, windows, and door will be repaired in-kind and painted white.*

The HARB reviewed the application as follows:

- *The HARB members concluded that the proposed sign is appropriate to the character of the HARB district.*
- *The HARB members were pleased that the applicant is repairing this storefront. “In-kind repairs” are those repairs that match the existing materials, dimension, and design of the existing details exactly. In-kind Repair work is considered maintenance and does not require HARB review.*
- *Repainting is considered reversible and is generally not regulated by HARB.*

4) ***Recommendations from HARB:***

The Board recommends Approval of a Certificate of Appropriateness for Application 2026-20 as submitted.

Application Numbers: 2026-20

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 208 E. Market Street

5) *Borough Council's Action and Date*

- ☐ Approved per HARB recommendation:
- ☐ Denied for the following reasons:
- ☐ Approved with the following differences from HARB recommendation:

.....

Date of Action Taken: _____, 2026

Borough Manager's Signature:

DATE APPLICATION RECEIVED: 08/07/2026

APPLICATION NUMBER: 2026-20

PROPERTY ADDRESS: 208 East Market St, West Chester, PA 19382

APPLICANT'S EMAIL: [REDACTED]

Note: All projects must have the appropriate sections completed in its entirety and attached to this form. *Only attach the applicable sections.* The application number will be assigned by the Building & Housing Department.

1) This application is for (check all appropriate boxes):

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

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

- ☐ Color or B/W Sketches
- ☐ Old or Historic Photographs
- ☐ Plot or Site Plans
- ☐ Architectural Elevations
- ☒ Photographs of the current existing site showing where changes are to be made, location of buildings and streetscape.

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

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

Applicant's name (print): Jacqueline Hendry

Applicant's Signature:

Date:

Jacqueline Hendry

8/6/26

Owner's Name (print): Charles Sugo

Owner's Signature:

Date:

Charles Sugo

8/6/2026

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

SECTION #1 – SIGNS(Attach a separate Section #1 for each of the signs you want to install)**Instructions:** Provide color or black and white sketches of each sign and its message. Also show the proposed location and proportion to building façade. Attach photos of the streetscape and adjacent buildings.Location of project: 208 E Market Street, West Chester, PA 19382Name of business: Homeward Bound tattooApplicant's name: Jacqueline Hendry

Applicant's address: _____

Applicant's phone number: _____

Applicant's email: _____

Owner's name: Charles Swope

Owner's address: _____

Owner's telephone number: _____

- 1) Are you replacing an existing sign? NO
- 2) How many signs do you wish to install? 1
- 3) On how many facades? _____ ☒ Front _____ Side _____ Back
- 4) ☒ Hanging Sign _____ Building-mounted _____ Other
- 5) Give a thorough description of sign: Black and white circle with words "Homeward Bound tattoo" and an anchor symbol
- 6) Is there new illumination? NO Fixture Type? Bracket
How will it be mounted? Bracket previously installed before our tenancy
- 7) Sign Dimensions: Height: 28" x Width: 28" x Depth: .1"
- 8) If a hanging sign, what is the height from the sidewalk to the bottom of the sign? 9 ft
(Borough Code requires 8'-0 minimum to bottom of sign)
- 9) How will this sign be mounted? Bracket - previously mounted before our tenancy -
(please note: any attachment to a masonry façade must be done through the mortar joints, NOT into the masonry). will be using same bracket
- 10) If a hanging sign, describe the hanging bracket: _____
- 11) If a hanging sign, is this an existing bracket? Yes
- 12) Colors: Black and white
- 13) Message: Homeward Bound tattoo with anchor symbol
- 14) Lettering style: please note that the historic preference is for any "serif" type: Custom font - closest to Sans Serif

DATE APPLICATION RECEIVED: 08/07/2026

APPLICATION NUMBER: 2026-20

SECTION #3 – REPAIR, REPLACEMENT OR ALTERATION

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

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

Name of business: Homeward Bound tattoo

Applicant's name: Jacqueline Hendry

Applicant's address: [REDACTED]

Applicant's phone number: [REDACTED]

Owner's name: Charles Swope

Owner's address: [REDACTED]

Owner's telephone number: [REDACTED]

1) Which element do you wish to change: ☒ Doors ☐ Windows ☐ Roofing ☐ Gutters
☐ Walls ☐ Steps ☐ Sidewalk ☐ Fence ☒ Trim ☐ Railing ☐ Porch or Balcony
☐ Other (specify) _____

2) On how many facades? _____ ☒ Front ☐ Side ☐ Back

3) What was the old is the material? wood

4) What is the proposed new material? Not changing material

5) How will it be installed? NO installation - paint only

6) Are you using any historical materials? NO

7) Is so, what and how? N/A

8) What were the old dimensions? Height: 135" x Width: 147" Depth: 8"

9) What are the new dimensions? Height: 135" x Width: 147" Depth: 8"

10) What were the old colors? Blue and maroon

11) What are the new colors? Black doors, white trim

12) Why do you wish to make these changes? TO improve exterior of new business.



BEHR PREMIUM®

CABINET, DOOR & TRIM INTERIOR/EXTERIOR SEMI-GLOSS ENAMEL NO. 7120

BEHR PREMIUM® Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel offers excellent flow & leveling and dries to a hard, durable finish. Its outstanding block resistance allows for quick return to service, making it ideal for use on cabinets, doors, trim, windows, shutters, and woodwork. The paint provides all-weather protection which is great for exterior projects.

Ideal for properly prepared and primed new and previously painted interior & exterior substrates such as:

- Wood
- Engineered Wood
- Vinyl
- Architectural Plastics
- Drywall/Gypsum Board
- Plaster
- Concrete
- Masonry
- Brick
- Concrete Masonry Units
- Steel
- Galvanized Steel
- Aluminum
- Other Ferrous Metals
- Other Non-Ferrous Metals

PRODUCT SPECIFICATIONS

Tint Bases/Max Tint Load:

No. 7120 White Base 124 fl oz / 6 fl oz

No. 7123 Deep Base 116 fl oz / 10 fl oz

Gloss: 45–55 @ 60°

Resin Type: Acrylic

Weight per Gallon: 10.5 lb

% Solids by Volume: 39% ± 2%

% Solids by Weight: 51% ± 2%

VOC: < 50 g/L

Flash Point: N/A

Viscosity: 95–105 KU

Recommended Film Thickness:

Wet: 4.6 mils / Dry: 1.8 mils @ 350 sq ft/gal

Wet: 4.0 mils / Dry: 1.5 mils @ 400 sq ft/gal

Two (2) coats are required for optimum protection.

Coverage: 350–400 sq ft/gal depending on application method and substrate porosity. Does not include the loss of material from spraying.

APPLICATION

Brush: Nylon brush for best results

Roller: 1/4" nap roller cover

Airless Spray:

Tip: .013"–.015"

Filter: 60 mesh

Fluid Pressure: 1,400–2,400 psi

Thinning: DO NOT THIN. Product is formulated for use at package consistency.

Dry Time: @ 77°F & 50% RH

To Touch: 1 hour

To Recoat: 2 hours

Full Cure: 7 days

Dry times are temperature, humidity, and film thickness dependent.

COMPLIANCE & CERTIFICATIONS

Complies with the below as of 9/1/2025

SCAQMD	YES	OTC	YES
CARB SCM 2020	YES	LADCO	YES
CARB SCM 2007	YES	AIM	YES
OTC Phase II	YES		

SURFACE PREPARATION

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew stains, loose and peeling paint, rust and all other foreign substances.

Wood: Remove mill glaze with sandpaper or use a product such as BEHR PREMIUM® All-In-One Wood Cleaner No. 63 (exterior only) to open the pores of the wood and follow all label instructions. For severe stains caused by mold, mildew, algae and fungus, apply a mildew stain removing product. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking and allow to dry completely. Patched and filled surfaces should be sanded smooth and dusted clean prior to coating. Prime with a suitable primer.

WARNING Sanding or scraping pressure treated lumber may be hazardous; wear appropriate protection.

Drywall: All drywall surfaces should be sufficiently sanded smooth. Remove any remaining drywall dust prior to priming. Allow all drywall compounds to be completely dry prior to coating. Prime with a suitable primer.

Masonry: Allow to cure for 30 days. The pH must be 10 or lower prior to coating. Remove bond breakers and all form release and curing agents. Smooth masonry may require an adequate profile for adhesion. Remove all loose aggregate and debris. If painting cannot wait 30 days or pH level is above 10, allow the surface to cure 7 days and prime the surface with an alkali-resistant primer.

Plaster: New plaster should be thoroughly dried out and cured for a minimum of 30 days before painting. When cured, clean using a mixed solution of one part vinegar

and one part water to remove efflorescence and neutralize. Prime the area with an alkali-resistant primer.

Steel: Minimum surface preparation is Hand Tool Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer the same day as cleaned.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Pre-treat with a phosphoric acid solution or a commercially-available etching solution. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area the same day as cleaned.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area the same day as cleaned.

Stain-Blocking: After priming, test for stain bleed-through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before topcoating the entire area. If bleeding continues, primer may need a longer dry time before applying topcoat.

Previously Painted Surfaces: Remove all loose and peeling paint and all other foreign substances. Clean any dirt and grease by scrubbing the surface with a detergent and water solution, followed by a thorough rinsing with clean water. Set nails and fill holes, scratches, and gouges with the appropriate wood filler and let dry completely. Remove all dust with a tack or wiping cloth. Fill all gaps with a 100% acrylic, siliconized, paintable caulking, and allow to completely dry prior to coating.

Glossy Surfaces: For maximum adhesion, sand the surface thoroughly to provide a rough surface before coating.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. Contact Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.

SYSTEM RECOMMENDATIONS

Wood

1 coat BEHR® Kitchen, Bath & Trim Interior Stain-Blocking Primer & Sealer No. 75 (interior only) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436 (recommended for tannin-rich woods)

2 coats BEHR PREMIUM® Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Drywall/Wallboard

1 coat BEHR Kitchen, Bath & Trim Interior Stain-Blocking Primer & Sealer No. 75

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Plaster

1 coat BEHR Kitchen, Bath & Trim Interior Stain-Blocking Primer & Sealer No. 75 or BEHR® Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436 (recommended for surfaces with pH level of up to 13)

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Masonry: Concrete, Cement, Brick

1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Ferrous Metal

1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Non-Ferrous Metal

1 coat BEHR Interior/Exterior Metal Primer No. 435 (recommended for optimal corrosion resistance) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

Vinyl, PVC, Fiberglass, Architectural Plastics

1 coat BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436 or BEHR® Interior/Exterior Bonding Primer No. 432

2 coats BEHR PREMIUM Cabinet, Door & Trim Interior/Exterior Semi-Gloss Enamel

NOTE: Do not paint vinyl with a color darker than the original to prevent potential warping due to heat absorption. For other plastic composites, dark colors should be applied with caution where the surface may be exposed to sunlight which may cause distortion of the plastic.

CLEAN-UP/DISPOSAL

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

CAUTIONS/LIMITATIONS

- Protect from freezing.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 50°F and 90°F. Temperatures above 90°F can cause the paint to dry too fast, whereas temperatures below 50°F can inhibit proper film formation.
- Always prime over caulked areas prior to applying this paint to help reduce the occurrence of cracking in the dry paint film. Recommended primers: BEHR Kitchen, Bath & Trim Stain-Blocking Primer & Sealer No. 75 (interior only) or BEHR Multi-Surface Interior/Exterior Stain-Blocking Primer & Sealer No. 436.
- Allow one week before washing or cleaning for full cure. The best approach to washing or cleaning the painted surface is to start with the least aggressive method, i.e., water on a soft cellulose sponge.
- Shelf life under normal conditions is two years unopened.
- Certain colors may require additional coats for complete hide.

HEALTH & SAFETY INFORMATION

WARNING IRRITANT. CAUSES EYE AND SKIN IRRITATION. MAY CAUSE RESPIRATORY TRACT IRRITATION. Avoid contact with skin and eyes. Do not breathe dusts, vapor, or spray mist. Sanding, grinding or abrading may release sanding dust, which may be harmful if inhaled and has been shown to cause lung damage or cancer with long term exposure. To avoid breathing in dust, vapors, and spray mist, open windows and doors or use other means to ensure fresh air entry during application, drying, sanding, and/or abrading. If properly used, a respirator (NIOSH approved with particulate pre-filter) may offer additional protection and should be used if adequate ventilation cannot be provided; obtain professional advice before using. If you experience eye watering, headaches, or dizziness during application or drying, increase fresh air or leave the area. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash

thoroughly with soap and water. If swallowed, get medical attention immediately.

KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.





BEHR PRO® i300

INTERIOR DEAD FLAT PAINT



Declare.

BEHR PRO i300 Interior Dead Flat Paint is a premium professional quality latex paint that is ideal for use on residential and commercial projects, including healthcare, hospitality and educational settings. It offers very good hide with excellent application properties (spray and roll) and great touch-up. Dried paint film is mold and mildew resistant.

Ideal for properly prepared coated and uncoated substrates such as:

- Drywall/Gypsum Board
- Plaster
- Concrete
- Masonry
- Brick
- Concrete Masonry Units
- Wood
- Engineered Wood
- Steel
- Galvanized Steel
- Aluminum
- Non-Ferrous Metals
- Other Non-Ferrous Metals
- Architectural Plastics

TECHNICAL DATA

Tint Bases/Max Tint Load:

No. PR310 White Base 124 fl oz / 6 fl oz

No. PR313 Deep Base 116 fl oz / 14 fl oz

Gloss: 0–3 @ 60°

Sheen: 0–3 @ 85°

Resin Type: VAE

Weight per Gallon: 11.7 lb

% Solids by Volume: 41% ± 2%

% Solids by Weight: 57% ± 2%

VOC: < 5 g/L

ZERO VOC

- This product, like most Zero VOC paints, emits very low amounts of VOCs.
- Most emissions occur during painting and for 48 hours after. Some continue for two weeks or longer.
- While VOC emissions are very low, sensitive groups such as babies and asthma/allergy sufferers should minimize exposure.

Flash Point: N/A

Viscosity: 95–105 KU

Recommended Film Thickness:

Wet: 5.3 mils / Dry: 2.2 mils @ 300 sq ft/gal

Wet: 4.0 mils / Dry: 1.6 mils @ 400 sq ft/gal

Coverage: 300–400 sq ft/gal depending on the surface texture, porosity and application method. Does not include the loss of material from spraying. Film thickness depends on porosity and various substrate irregularities.

COMPLIANCE & CERTIFICATIONS

Complies with the below as of 1/1/2026

SCAQMD Super-Compliant Coating ¹	YES	DECLARE [™] Red List Free	YES
SCAQMD	YES	GREENGUARD [™] Gold	YES
CARB SCM 2020	YES	LEED [™] v5	YES
CARB SCM 2007	YES	LEED [™] v4.1	YES
OTC Phase II	YES	LEED [™] v4	YES
OTC	YES	WELL BUILDING STANDARD [™]	YES
LADCO	YES	NAHB/CES GREEN	YES
EPA AIM	YES	CHPS [™]	YES
Environmental Product Declaration (EPD)	YES	MPI [™]	53, 143
Health Product Declaration (HPD)	YES	MPI Extreme Green [™] (X-Green)	53, 143

Class A Fire Rating (Flame Spread Index: 0–25 & Smoke Development Index: 0–450) over non-combustible surfaces when tested in accordance with ASTM E84 Standard Test Method for Surface Burning Characteristics of Building Materials.

This coating conforms to USDA regulatory requirements for incidental food-contact materials intended for use on surfaces not in direct contact with food, such as walls, ceilings, and floors.

¹Meets South Coast Air Quality Management District (SCAQMD) “super-compliant” VOC standard of < 10 g/L. Product is formulated to VOC level well below SCAQMD Rule 1113 regulatory limits.

²GREENGUARD is a registered trademark of UL LLC.

³Please visit www.usgbc.org/LEED for additional details.

PERFORMANCE DATA

Burnish Resistance

Result: > Pass (50 cycles; maximum sheen change of 3 units)

Flexibility (ASTM D 522)

Result: Pass (¼" mandrel)

Scrubability (ASTM D2486 modified)

Result: > 1000 cycles (no shim)

Scrubability (ASTM D4828)

Result: > Pass (coffee, graphite, and nigrosine stain)

SPECIFICATIONS

Drywall/Wallboard:

1 coat KILZ[®] PVA Drywall Primer No. PX010 or BEHR PRO High Build Interior Primer No. PR040
2 coats BEHR PRO i300 Interior Dead Flat Paint

Plaster:

1 coat BEHR[®] Drywall Plus Primer No. 073
2 coats BEHR PRO i300 Interior Dead Flat Paint

Masonry:

1 coat BEHR PRO Concrete & Masonry Primer No. PR060
2 coats BEHR PRO i300 Interior Dead Flat Paint

Wood:

1 coat BEHR Drywall Plus Primer No. 073
2 coats BEHR PRO i300 Interior Dead Flat Paint

Ferrous and Non-Ferrous Metal:

1 coat BEHR Metal Primer No. 435 or BEHR Multi-Surface Primer No. 436
2 coats BEHR PRO i300 Interior Dead Flat Paint

NOTE: Other primers may also be suitable. Please consult with a Behr Paint Company representative for specific primer recommendations. When repainting involves a dramatic color change, a coat of primer will enhance the hiding performance of the topcoat.

APPLICATION

Brush: Nylon/polyester

Roller: ¾"–¾" nap roller cover, depending on surface texture

Airless Spray:

Tip: .015"–.019"

Filter: 60 mesh

Fluid Pressure: 1,400–2,400 psi

Thinning: DO NOT THIN. Product is formulated for use at package consistency only.

Dry Time: 77°F & 50% RH

To Touch: 1 hours

To Recoat: 2 hours

Full Cure: 2 weeks

Dry times are temperature, humidity, and film thickness dependent.

SURFACE PREPARATION

All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew, loose and peeling paint, rust, and all other foreign substances.

When measured with an electronic moisture meter, maximum moisture content of substrates is as follows:

- Gypsum Board (Drywall): 12%
- Plaster: 12%
- Concrete & Masonry: 12%
- Concrete Masonry Units (CMUs): 12%
- Wood: 15%

Drywall: All screws and nail heads must be set and filled. Joints must be taped and covered with a joint compound. Tape joints must be sanded smooth and all dust removed prior to painting.

Plaster: Bare plaster needs to be cured and hardened, which typically takes 30 days. For textured, soft, porous, or powdery plaster, treat it with a solution of 1 part household vinegar to 8 parts of clean water. Repeat this process until the surface hardens, then rinse with clear water and allow it to dry.

Wood: Scrape and clean knots. Before applying primer, apply a coat of knot sealer recommended for exterior use in. Sand surfaces that will be visible and remove dust. Prime edges, ends, faces, undersides, and backsides of the wood. After priming, fill holes and imperfections with an appropriate patching material. Sand patched and filled surfaces smooth and remove dust before coating.

Concrete & Masonry (Stucco, Precast Concrete, Poured-In-Place Concrete, Portland-Based Cement, Fiber Cement): Remove release agents, curing compounds, efflorescence, and chalk. Avoid painting surfaces if moisture content or alkalinity exceeds manufacturer's guidelines. For smooth trowel concrete, ensure an adequate adhesion profile using products like muriatic acid etcher or mechanical methods. Clear all loose aggregate and debris. For tilt-up and poured-in-place concrete, commercial detergents and abrasive blasting may be needed for surface preparation. Fill bug holes, air pockets, and other voids with a cement patching compound.

Concrete Masonry Units (Concrete Block, Cinder Block, Split-Faced Block): Remove efflorescence and chalk. Avoid painting surfaces if moisture content or alkalinity exceeds manufacturer's guidelines.

Steel: Minimum surface preparation is Hand Tool-Cleaning in accordance with SSPC-SP2. Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. For optimal performance, use Commercial Blast Cleaning in accordance with SSPC-SP6. Prime the area with a rust-inhibitive primer such as BEHR® Interior/Exterior Metal Primer No. 435 the same day as cleaned.

Shop-Primed Steel: As there is potential for many forms of contamination during storage and transport, a thorough cleaning is always recommended for shop-primed

surfaces. Paint exposed areas, i.e., where shop primer is abraded, with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces. Note: Assess the integrity of the shop primer prior to application of subsequent coatings. Review all coatings intended for the project and confirm the compatibility between shop and field-applied coatings.

Galvanized Steel: Solvent clean new galvanized metal in accordance with SSPC-SP1 to remove oil and grease from the surface. Galvanized metal that has been passivated with chromates or silicates may require brush blasting in accordance with SSPC-SP16 to remove these treatments. Rusty galvanizing requires a minimum of Hand Tool Cleaning in accordance with SSPC-SP2. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface Stain-Blocking Primer/Sealer No. 436 the same day as cleaned.

Aluminum: Remove all oil and grease from the surface with a solvent in accordance with SSPC-SP1. Prime the area with BEHR Interior/Exterior Metal Primer No. 435 or BEHR Interior/Exterior Multi-Surface Stain-Blocking Primer/Sealer No. 436 the same day as cleaned.

Stain-Blocking: After priming, test for stain bleed through by applying the topcoat to a small section. If the stain bleeds through the topcoat, apply a second coat of primer and test again before top-coating the entire area. If bleeding continues, a longer dry time of the primer may be needed before topcoating.

Previously Painted Surfaces: Maintenance painting often doesn't require complete removal of all old coatings before repainting. However, all contaminants such as oil, grease, loose paint, mill scale, dirt, foreign matter, rust, mold, mildew, efflorescence, and sealers must be removed to ensure strong adhesion to the existing paint. Glossy surfaces of old paint films must be clean and dull before repainting. Spot-prime any bare areas with an appropriate primer.

WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. Contact Lead Information Center at 1-800-424-LEAD or log on to www.epa.gov/lead.

CLEAN-UP/DISPOSAL

Clean all tools and equipment with warm, soapy water. Do not dispose of this product down a drain. If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal of empty containers, unused product and soiled rags, contact your household refuse collection service.

CAUTIONS/LIMITATIONS

- Interior use only.
- Do not use on floors.
- For best results, apply when air, material and surface temperatures are between 35°F and 90°F. Temperatures above 90°F can cause the paint to dry too fast,

whereas temperatures below 35°F can inhibit proper film formation.

- Allow 2 weeks for full cure before washing or cleaning.
- Shelf life under normal conditions is 2 years unopened.

HEALTH & SAFETY INFORMATION

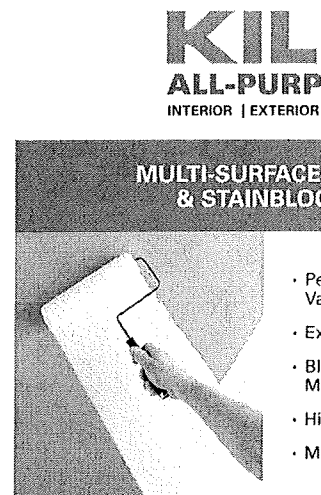
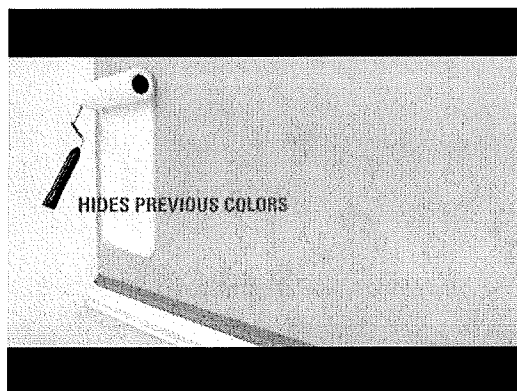
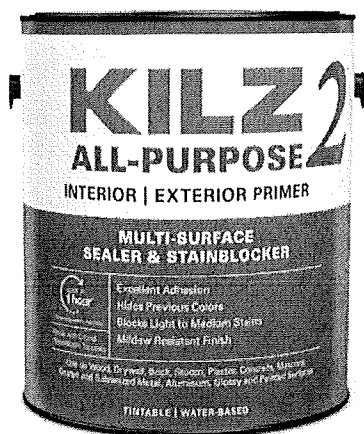
WARNING! IRRITANT. CAUSES EYE AND SKIN IRRITATION. MAY CAUSE RESPIRATORY TRACT

IRRITATION. Avoid contact with skin and eyes. Do not breathe dusts, vapor, or spray mist. Sanding, grinding or abrading may release sanding dust, which may be harmful if inhaled and has been shown to cause lung damage or cancer with long term exposure. To avoid breathing in dust, vapors, and spray mist, open windows and doors or use other means to ensure fresh air entry during application, drying, sanding, and/or abrading. If properly used, a respirator (NIOSH approved with particulate pre-filter) may offer additional protection and should be used if adequate ventilation cannot be provided; obtain professional advice before using. If you experience eye watering, headaches, or dizziness during application or drying, increase fresh air or leave the area. Wash thoroughly after handling. Close container after each use.

FIRST AID: If you experience difficulty in breathing, leave the area to obtain fresh air. If continued difficulty is experienced, get medical assistance immediately. In case of eye contact, flush immediately with plenty of water for at least 20 minutes and get medical attention; for skin, wash thoroughly with soap and water. If swallowed, get medical attention immediately.

CAUTION: KEEP OUT OF REACH OF CHILDREN – DO NOT TAKE INTERNALLY.





KILZ 2® ALL-PURPOSE Interior | Exterior Primer

Avg. Rating:

4.9 (1894) Write a review

KILZ 2® ALL-PURPOSE Primer is a fast drying, water-based, multi-surface primer-sealer-stainblocker with excellent adhesion, mildew resistance, sealing properties and very mild odor. KILZ 2 ALL-PURPOSE Primer blocks medium stains including minor water stains, rust, grease, ink, pencil and felt marker. Enhanced hiding makes it ideal for changing colors and helps lessen the number of coats of paint required. Use under or over water-based or oil-based paints. Not recommended on flooring.

Use on drywall, wood, brick, stucco, plaster, paneling, concrete, masonry, painted and galvanized metal, aluminum, architectural plastics, and properly prepared glossy surfaces.



Seals Porous Surface



Promotes Adhesion



Hides Previous Color



Mildew Resistant Finish



Helps Block Light/Medium Stains

WHERE TO BUY

Available in Quarts, Gallons & Fives.

Please check availability before visiting your local retailer.

KEY FEATURES

Hides previous colors, Light-to-medium stainblocker, Excellent adhesion, Mildew resistant, Low VOC, Seals porous surfaces, Greenguard Gold Certified

BEST FOR USE ON

Interior and exterior surfaces. Hiding previous colors, Multi-purpose priming on walls and cabinets, Apply to drywall, plaster, wood, brick, masonry, cinder block, masonry, concrete, stucco, galvanized steel, aluminum, properly prepared glossy surfaces.

COVERAGE

300 to 400 sq ft/gal

TECHNICAL DOCUMENTS

[Technical Data Sheet](#) 

[SDS 2000](#) 

PRODUCT USAGE

SURFACE PREPARATION

The following steps are recommended for product performance.

- All surfaces must be clean, free of dust, chalk, oil, grease, wax, polish, mold and mildew, loose peeling paint, rust and all other foreign substances.
- If washing is necessary, use a non-soapy detergent or a TSP substitute, rinse well and allow to dry.
- Unpainted, exterior wood exposed to sun and/or moisture longer than 2-4 weeks must be cleaned and sanded before priming.
- [†]Glossy Surfaces: For maximum adhesion, scuff sand the surface thoroughly before priming.*
- Peeling or Checked Paint: Scrape off loose paint and sand to a smooth surface.*
- Mold or Mildew Covered Surfaces: Wash the area with a mildew remover, rinse with water and allow to dry before priming.
- Masonry, Brick, Stucco and Plaster: KILZ 2 ALL-PURPOSE Primer may be used on clean, dry, aged masonry surfaces. New masonry must be allowed to cure (dry) at least 30 days before applying KILZ 2 ALL-PURPOSE Primer.
- Fire Restoration: It is critical to clean damaged surfaces thoroughly before priming. Primer recommendations: [KILZ® RESTORATION](#) for water-based (interior); [KILZ® ORIGINAL](#) or [KILZ® ORIGINAL EXTERIOR](#) for oil-based.

*WARNING! If you scrape, sand or remove old paint, you may release lead dust. LEAD IS TOXIC. Contact the National Lead Information Center at [1-800-424-LEAD](tel:1-800-424-LEAD) or log on to www.epa.gov/lead.

APPLICATION

- Eye protection is recommended. For spray applications, a small amount of water (no more than 1/2 pint per gallon) may be added.

- Do not thin for stainblocking applications. Only apply if surface, air and product temperatures are between 50°-90°F (10°-32°C).
- Stir thoroughly before and occasionally during use.
- Brush – High quality Nylon/Polyester.

Read More ▼

DRY TIME @ 77°F (25°C) / 50% RH

- Dries to the touch in 30 minutes.
- Can be recoated or topcoated in one hour with latex or oil-based paint.
- Application at lower temperatures, in high humidity or in poorly ventilated areas will affect dry time.

CLEAN UP & DISPOSAL

- Clean equipment and paint spatters with warm, soapy water.
- Do not dispose of this product down a drain. Please consider donating any unused product. For recycling or disposal information contact your local household refuse collection service.
- If spilled, contain material and remove with an inert absorbent. Dispose of contaminated absorbent, container and unused product in accordance with all current federal, state and local regulations. For recycling or disposal information contact your local household refuse collection service.

Read More ▼

WARRANTY

LIFETIME LIMITED WARRANTY

Masterchem Industries LLC warrants to you, the original residential consumer purchaser, the performance of this product

Read More ▼

PRODUCT SPECIFICATIONS

Base	Water
Int/Ext	Int/Ext
Color	White
Coverage - Low	300 sq ft/ gal
Mils Wet	5.3
Mils Dry	1.7
Coverage High	400 sq ft/ gal
Mils Wet	4
Mils Dry	1.3
Finish @ 85°	< 10
Min Application Temp	50°F (10°C)
Max Application Temp	90°F (32°C)
Viscosity	95 - 105 KU
Dry To Touch	30 min
Dry To Recoat	1 hour
Max Tint	2 oz
VOC	<50g/L
Brush	Nylon / Poly
Roller - Smooth	3/8" - 1/2" nap
Roller - Porous	1/2" - 3/4" nap
Spray Tip	.015" - .021"
Spray Filter	60 mesh
Spray Pressure	2,500 - 3,200
Volume Solids	34.00%
Weight Solids	48.50%
Flashpoint	N/A

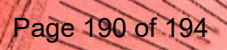


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**PENSION PLAN FOR EMPLOYEES OF THE BOROUGH OF WEST CHESTER (DC)
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2027 MUNICIPAL BUDGET**

A. Defined Contribution

1. Employer Defined Contribution as a Percent of Payroll	5.0%
2. Estimated 2027 Payroll	\$ <u>3,529,595</u>
3. Total Defined Contribution (A1 x A2)	\$ <u><u>176,480</u></u>

B. Financial Requirement and Minimum Municipal Obligation (MMO)

1. Total Defined Contribution (A3)	\$ 176,480
2. Anticipated Administrative Expense	<u>0</u>
3. Total Financial Requirement and MMO (B1 + B2)	\$ <u><u>176,480</u></u>

NOTES:

1. 2027 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
2. Actual employer obligation for 2027 will depend on actual eligible participants and payroll for 2027.
3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2027 budget along with an interest penalty.

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

**BOROUGH OF WEST CHESTER POLICE PENSION PLAN
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2027 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	19.383%
2. Estimated 2026 Payroll for Active Participants	\$ <u>6,450,716</u>
3. Normal Cost (A1 x A2)	\$ <u><u>1,250,342</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 1,250,342
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	51,606
4. Amortization Payment, if any ^	<u>420,176</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>1,722,124</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 1,722,124
2. Anticipated Employee Contributions (5.0% of Estimated Payroll)	322,536
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>1,399,588</u></u>

^The amortization payment from the January 1, 2025 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$412,894.

NOTES:

1. 2027 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2027 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2027 budget along with an interest penalty.
-

I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2025 Valuation.

**PENSION PLAN FOR EMPLOYEES OF THE BOROUGH OF WEST CHESTER
FINANCIAL REQUIREMENT AND MINIMUM MUNICIPAL OBLIGATION
FOR 2027 MUNICIPAL BUDGET**

A. Normal Cost

1. Normal Cost as a Percent of Payroll	7.630%
2. Estimated 2026 Payroll for Active Participants	\$ <u>2,930,972</u>
3. Normal Cost (A1 x A2)	\$ <u><u>223,633</u></u>

B. Financial Requirement

1. Normal Cost (A3)	\$ 223,633
2. Anticipated Insurance Premiums	0
3. Anticipated Administrative Expense	49,827
4. Amortization Payment, if any ^	<u>216,046</u>
5. Financial Requirement (B1 + B2 + B3 + B4)	\$ <u><u>489,506</u></u>

C. Minimum Municipal Obligation

1. Financial Requirement (B5)	\$ 489,506
2. Anticipated Employee Contributions	100,684
3. Funding Adjustment, if any	<u>0</u>
4. Minimum Municipal Obligation (C1 - C2 - C3)	\$ <u><u>388,822</u></u>

^The amortization payment from the January 1, 2025 valuation was adjusted to reflect amortization base(s) that have since expired. The amortization payment decreased by \$99,185.

NOTES:

1. 2027 General Municipal Pension System State Aid may be used to fund part or all of the municipal obligation and must be deposited within 30 days of receipt. Any remaining balance must be paid from municipal funds.
 2. Deposit into the Plan's assets must be made by December 31, 2027 to avoid an interest penalty.
 3. Any delinquent Minimum Municipal Obligation from prior years must be included in the 2027 budget along with an interest penalty.
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I hereby certify that the above calculations, to the best of my knowledge, are true, accurate, and conform with the provisions of Chapter 3 of Act 205 of 1984.

Certified By:

Chief Administrative Officer

Date

Prepared using the January 1, 2025 Valuation.