



Borough Council Meeting Voting Session
July 16, 2025 @ 6:30 PM
This meeting is recorded for public record.

Patrick McCoy, President	Member, 1st Ward	Term Expires: 12/31/25
Nicole Scimone, Vice President	Member, 4th Ward	Term Expires: 12/31/27
Bryan Travis	Member, 2nd Ward	Term Expires: 12/31/27
Brian McGinnis	Member, 3rd Ward	Term Expires: 12/31/25
Sheila Vaccaro	Member, 5th Ward	Term Expires: 12/31/25
Bernie Flynn	Member, 6th Ward	Term Expires: 12/31/27
Lisa Dorsey	Member, 7th Ward	Term Expires: 12/31/25

Mayor: Lillian L. DeBaptiste

Borough Manager: Sean Metrick

Borough Council Meeting:

- I. Call to Order
- II. Pledge of Allegiance
- III. Announcements
 - A. Announce the purpose of the July 16, 2025 Executive Session
- IV. Comments

Comments, suggestions, petitions by residents in attendance regarding items that are not on the agenda. Please be advised that all public comment has a 5-minute time limit.
- V. Comments by the Borough Council and the Mayor
- VI. Reports/Presentations
 - A. Presentation on the 2024 Audit –Dale R. Umbenhauer, CPA – Maillie
 - B. Quarterly Update from the Rail Restoration Committee - Jason Levinn
- VII. New Business
 - A. Appointment to the West Chester Borough Planning Commission; Transportation Advisory Committee:
 - 1. Quinton Birl
 - 2. Brandon Emig
 - 3. Jeanine Ramagano-Houder

4. Dr Thomas H Jaagus

VIII. Old Business - Discussion

- A. Motion to approve special event parking fees policy for Town Center Special Events (attachment)
Issue: Approve special event parking fees in garages and surface lots
Committee Recommendation 3-0
- B. Motion to schedule a public hearing August 20, 2025 at 6:30 PM to consider amendment to Chapter 37- Animals, creating a new Article prohibiting sale of cats, dogs, and rabbits in retail stores.
Issue: Consider adopting an ordinance for the human sale of pets.
Committee Recommendation 3-0
- C. Motion to approve budget modification or expense and revenue for Capital Project - Goose Creek Green Public Works and Matlack Street Rain Garden Stormwater Project and approval of final Certification of Payment #3 with change order in the amount of \$73,210.

IX. Old Business - Approve the July 16, 2025 Consent Agenda

- A. Motion to approve June 17th and 18th Borough Council Meetings Minutes
- B. Motion to Reappoint Steven Krug to the West Chester Area Council of Governments UCC Board of Appeals
- C. Motion to approve Resolution to dispose of the following records
 - a. Open Records Files prior to 2022
 - b. Solicitors applications prior to 2021
 - c. Building & Housing Residential Building Permits prior to 2020
 - d. Rental Permit Receipts prior to 2017
- D. Motion to schedule public open house for Goose Creek Pollution Reduction Plan – August 5, 2025 at 5:00 PM Borough Hall – 401 East Gay St. Issue: Opportunity to provide public comment on the plan amendment with a presentation by RVE. Video will be recorded and an opportunity for asynchronous feedback through the website is also available.
- E. Motion to direct Solicitor to prepare a Memorandum of Understanding (MOU) with the West Chester Chamber of Commerce to provide the cost of police services, with a cap of \$10,000; and, review the MOU the year after finalizing the 5-year police contract
- F. Motion to approve purchasing requests (attachment):
 - 1. JJ Outdoor Services LLC for \$14,369.50
 - 2. Johnson Controls for \$16,250.00
 - 3. NexGen for \$30,284.00
 - 4. USALCO for \$12,835.20

5. Witmer Public Safety for \$15,395.60
6. Great Lakes Recreation – DBA Boyce Recreation - \$65,386.00

G. Motion to approve special events applications (attachment)

1. Discuss Lafayette Events to be finalized in preparation for July 26
2. 10.18.25 Unite 4 HER 5k and fun run
3. 12.13.25 Christkindl Market – Downtown West Chester

H. Motion to direct the Solicitor to prepare an amendment to Chapter 66, 1000.6 “Disciplinary Action” to escalate points imposed by guilty convictions of citations for 1st, 2nd, and 3rd disruptive conduct/ nuisance cases to 3,4,5 points.

I. Motion to grant extension until August 31, 2025 for 210-214 W Washington Street, Axel Square land development project.

J. Motion to approve HARB applications (attachment)*Issue: Consider a Motion to approve the June HARB Certificate of Appropriateness*

1. 2025-18: 120 N. Church St-Exterior mechanical equipment installation
2. 2025-19: 233 W. Gay St-Exterior mechanical equipment-Rectory office
3. 2025-20: 233 W. Gay St-Exterior mechanical equipment-Choir mezzanine
4. 2025-21: 202 W. Gay St-Replace front door and sign

K. Motion to direct the Solicitor to attend Zoning Hearing Board relative to 531 Marshall Drive: relief from residential dimensional and parking requirements; and, for no Solicitor attendance required for 501 E. Miner St: relief to allow illuminated ground mount sign at The Melton Center on West Market Street

X. Other Business

XI. 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.



BOROUGH OF WEST CHESTER COUNCIL POLICY: SPECIAL EVENT PARKING POLICY

July 9th, 2025, Reiner

1. PURPOSE

To provide consistent standards and methods, as determined by Council, for “Special Event” parking in the Town Center District.

2. POLICY

SPECIAL EVENT: A parade, assembly, athletic event, street fair, art and craft show, carnival, soap box derby, rally, or other special event or activity that occurs in a public place or on a Borough street, sidewalk, alley or other street right-of-way and that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls, but excluding a block party. The term "special event" shall also include indoor or outdoor concerts, displays, fairs and athletic events occurring on private property and designed to attract large crowds such that the event will interfere with normal traffic flow.

All Special Events that take place within the Town Center District, that require use of the main thoroughfare, will engage a \$20 fee per car at all Borough owned garages and surface lots. The fee will begin at 8am the day of the event and will end at the time the event ends. This does not include the Open-Air Market, which is not considered a standard Special Event, and is exempt from this requirement.

Vendors that participate in the Special Event will be given one parking pass per vendor for free parking in either the garage or the lots.

Monthly account holders at all garages will be permitted to park during their regular hours with no additional fee but will be required to pay the event fee if they park outside of their allotted garage hours.

Revenue from all Special Event parking will not be shared and will be retained wholly to the Borough of West Chester Parking Services Department.

Events that take place on Sundays will allow for church parking in neighboring lots with use of a Borough-generated parking pass until a specified time. All vehicles utilizing the lot after the specified time will be required to pay the event fee. Lots will be posted with signage designating the times. Churches will be notified by the Parking Services Department at least two weeks prior to the event.

3. PROCEDURE

All Special Events within the Town Center will be required to submit a Special Event Application with the Parks and Recreation Department and follow all procedures dictated by that process.

The Director of Parking Services, or designee thereof, shall notify the garage management company of any Special Events that have been approved by Council at least one month before the event takes place. All kiosks and software related to Special Event parking will be updated by the Director or designee at least one month before the event takes place. Signage will be posted in all lots at least 48 hours prior to the event.

4. DOCUMENT CONTROL INFORMATION

Document Name	2025 Council Policy: Special Event Parking Policy
Owner	Ramsey Reiner, Director of Parking Services
Version Number	Version 1
Proposal Date to Council	July 15 th & 16 th , 2025
Approval Date	
Approved By	
Date of Commencement	
Date of Last Review	
Date for Next Review	
For Office Use – Keywords for search function	Policy, special event, garage, parking, church

ORDINANCE NO. ____ – 2025

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, CHAPTER 37, ANIMALS TO ADD A NEW ARTICLE VII TO BE ENTITLED “SALE OF DOGS, CATS AND RABBITS” TO PROVIDE FOR REGULATIONS AND RESTRICTIONS UPON THE SALE OF DOGS, CATS AND RABBITS WITHIN THE BOROUGH AND TO RENUMBER THE CURRENT ARTICLE VII. VIOLATIONS. TO BE ARTICLE VIII CONTINUING TO PROVIDE FOR THE SAME VIOLATION AND PENALTY PROVISIONS.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by the authority of the Council of the Borough of West Chester that Chapter 37 of the Code of the Borough of West Chester, titled, “ANIMALS,” shall be amended as follows:

SECTION 1. The current Article VII. Violations. shall be renumbered as Article VIII. and a new article entitled and numbered as Article VII. Sale of Dogs, Cats and Rabbits shall be adopted and read as follows:

“Article VII. Sale of Dogs, Cats and Rabbits.

A. Definitions.

As used in this Part, the following terms have the meaning indicated, unless a different meaning clearly applies from the context:

ANIMAL RESCUE ORGANIZATION — A nonprofit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the Federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good, permanent homes. "Animal rescue organization" shall not include any entity that breeds animals or that: 1) is located on the same premises as; 2) has any personnel in common with; 3) obtains, in exchange for payment or any other form of compensation, dogs or cats from; or 4) facilitates the sale of dogs or cats obtained from a person that breeds animals.

ANIMAL SHELTER — either:

1. A facility maintained or operated by a nonprofit organization incorporated under the law of any state and exempt from federal taxation under Section 501(c)(3) of the Federal Internal Revenue Code, as amended, and whose principal purpose is the prevention of cruelty to animals and whose principal activity is to rescue sick, injured, abused, neglected, unwanted, abandoned, orphaned, lost, or displaced animals and to adopt them to good, permanent homes; or
2. A facility maintained, operated by, or under contract with a political subdivision of any state for the impoundment and care of seized, stray, homeless, abandoned, unwanted, or surrendered animals.

CAT — Any member of the species *Felis catus*.

DOG — Any member of the species *Canis familiaris*.

OFFER FOR SALE — To display or proffer for acceptance.

RABBIT – any member of the species *Oryctolagus cuniculus domesticus*.

RETAIL PET STORE — A commercial establishment that sells or offers for sale animals on its premises. "Retail pet store" shall not include an animal shelter, an animal rescue organization, or an individual selling only animals that the individual has bred and raised.

SELL — To exchange for consideration, barter, trade, lease, or otherwise transfer.

B. Prohibition of Sale of Dogs, Cats and Rabbits.

1. It shall be unlawful for a retail pet store, as defined in this Article, to sell, offer for sale, deliver, barter, auction, or transfer a dog, cat or rabbit.
2. Nothing in this Article shall be construed to prohibit a retail pet store from providing space to either an animal shelter or to an animal rescue organization, whether such shelter or organization is located within or outside the Commonwealth of Pennsylvania, for the purposes of displaying dogs, cats or rabbits available for adoption.
3. In the event that an animal shelter or animal rescue organization is determined by the Borough of West Chester to be substantially out of compliance with animal welfare standards, laws or regulations, the retail pet store displaying dogs, cats and rabbits available for adoption will be precluded from offering animals from said organization until the organization's compliance is remediated to the satisfaction of the Borough.
4. This Article shall not apply to the display, sale, offer for sale, delivery, bartering, auction, giving away, or transfer of dogs, cats and rabbits from the premises on which they were bred and reared."

SECTION 2. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 3. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 4. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS _____ DAY OF _____, 2025.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Patrick McCoy, President

APPROVED THIS _____ DAY OF _____, 2025.

Lillian L. DeBaptiste, Mayor

2025 Capital Expense: Stream Protection Fund

Project Description	Budget	Total Expense	Variance
Goose Creek/PWD SWM BMPS	300,000	350,058	(50,058)
Taylor Run Stream Restoration	915,000	-	915,000
Brick Sewer Relining	346,000	196,000	150,000
Total	1,561,000	546,058	1,014,942

The 2025 budget included \$318,834 in grant revenue which will offset the cost of the GC SWM MMPS project. While this project was over budget, the total capital expense line item for SPF is sufficient to cover the overage because Taylor Run project is not expected to be completed in 2025 and brick sewer relining was under budget.



CERTIFICATE FOR PAYMENT

Date of Issuance: 06/23/2025 Project No.: WCHBO00030 Contract No.: -
Project: Goose Creek/PW Building Green Infrastructure Certificate No.: 3 (Final)
Contractor: Premier Concrete, Inc.
Address: 2327 West Chester Pike, Broomall, PA 19008
For Period:
From: March 21, 2025
To: June 6, 2025
To: West Chester Borough OWNER

PO 5274

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.	ORIGINAL CONTRACT SUM	<u>\$246,848.00</u>
	Change Orders <u>1</u>	
	Total Additions	<u>\$73,210.00</u>
	Sub Total	<u>\$320,058.00</u>
	Total Deductions	<u>\$0.00</u>
	TOTAL CONTRACT TO DATE	<u>\$320,058.00</u>
	Balance to Finish	<u>\$0.00</u>
	TOTAL COMPLETED TO DATE	<u>\$320,058.00</u>
	Materials Stored	<u>\$0.00</u>
	Total Completed & Stored	<u>\$320,058.00</u>
	Less <u>0%</u> Retainage	<u>\$0.00</u>
	Total Earned Less Retainage	<u>\$320,058.00</u>
	Less Previous Payments	<u>\$201,937.70</u>
	THIS CERTIFICATE	<u>\$118,120.30</u>

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: Pennoni Associates Inc. DATE: 06/23/2025

BY: *[Signature]*

OWNER'S ACCEPTANCE

OWNER: WEST CHESTER BOROUGH DATE: 6/27/2025

BY: *[Signature]*

16-43013-16

[Signature]
7/1/25

MU03 04/2016



June 23, 2025

WCHBO 00030

Attn: Sean Metrick, Borough Manager
Borough of West Chester
401 East Gay Street
West Chester, PA 19380

**RE: Goose Creek/Public Works Building Green Infrastructure
Certificate for Payment No. 3 (Final)
Contract Change Order No. 1**

Dear Sean:

Please find attached the final Contract Change Order No. 1 for an increase of \$73,210.00, the amount of which has been accounted for in the Certificate for Payment. You will also find the final Certificate for Payment No. 3 in the amount of \$118,120.30 for the Borough's review and approval.

If you agree with this amount, please sign the certificate, email a copy to our office, and retain for your records.

Should you have any further questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in black ink, appearing to be "N. Cline", written over a horizontal line.

Nathan M. Cline, PE
Borough Engineer

cc: Donna Paolina, Premier Concrete, Inc.



CONTRACT CHANGE ORDER

Contract No. _____

Date 06/23/2025

Change Order No. 1

Project No. WCHBO00030

Location West Chester Borough

To: (Contractor) Premier Concrete, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
CCO1.1	Bioswale Backfill Curb		\$12,760.00
CCO1.2	Stabilize Bioswale with Curlex		\$2,500.00
CCO1.3	Contaminated Soil		\$15,000.00
CCO1.4	Rear Parking Lot Overlay		\$38,750.00
CCO1.5	Curb Stops		\$4,200.00
	Change in contract price due to this Change Order:		
	Total decrease		
	Total increase		\$73,210.00
	Difference between Col. (3) and (4)		\$73,210.00
	Net (increase/decrease) contract price		\$73,210.00

The sum of \$73,210.00 is hereby ☒ added to, ☐ deducted from, the total contract price and the total adjusted contract price to date thereby \$320,058.00.

The time provided for completion in the contract is ☒ unchanged, ☐ increased, ☐ decreased, by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____

CONTRACTOR

DATE

Recommended by: _____

ENGINEER

6/23/2025

DATE

Approved by: _____

OWNER

6/27/2025

DATE

MU04 04/2016
1 of 2

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: WCHBO 00030

Contract No.: -

Change Order No.: 1

NECESSITY FOR CHANGE:

CCO #1.1: Bioswale Backfill Curb – Install modified stone backfill below and behind the curb running along the bio-swale to provide additional structural support.

CCO #1.2: Stabilize Bioswale with Curlex – Install temporary erosion control matting on the bio-swale to protect the soil and prevent erosion over the winter months until planting and final stabilization was completed in the spring.

CCO#1.3: Contaminated Soil – Load material onto contractor provided truck and provide dump truck for segregated storage of contaminated soil material for 6 weeks. Unload material onto asphalt parking lot and provide protection of soil per DEP Site Safety Plan in preparation for removal from the site. Load material onto DEP approval transport and coordinate removal of material from the site.

CCO#1.4: Rear Parking Lot Overlay – Install an additional course of 1.5-inches of 9.5mm wearing course on the parking lot.

CCO#1.5: Curb Stops – provide additional 14 parking lot wheel stops at the request of Public Works.

MU04 04/2016
2 of 2



June 25, 2025

WCHBO 00030

Attn: Sean Metrick, Borough Manager
Borough of West Chester
401 East Gay Street
West Chester, PA 19380

**RE: Goose Creek/Public Works Building Green Infrastructure
Certificate for Payment No. 3 (Final)
Contract Change Order No. 1**

Dear Sean:

Please find attached the final Contract Change Order No. 1 for an increase of \$73,210.00, the amount of which has been accounted for in the Certificate for Payment. You will also find the final Certificate for Payment No. 3 in the amount of **\$118,120.30** for the Borough's review and approval.

If you agree with this amount, please sign the certificate, email a copy to our office, and retain for your records.

Should you have any further questions or comments, please contact the undersigned.

Sincerely,

PENNONI ASSOCIATES INC.

A handwritten signature in blue ink, appearing to be "N. Cline", written in a cursive style.

Nathan M. Cline, PE
Borough Engineer

cc: Donna Paolina, Premier Concrete, Inc.



CERTIFICATE FOR PAYMENT

Date of Issuance: 06/25/2025 **Project No.:** WCHBO00030 **Contract No.:** -
Project: Goose Creek/PW Building Green Infrastructure **Certificate No.:** 3 (Final)
Contractor: Premier Concrete, Inc.
Address: 2327 West Chester Pike, Broomall, PA 19008
For Period:
From: March 21, 2025
To: June 6, 2025
To: West Chester Borough **OWNER**

In accordance with the subject contract and the attached Application For Payment named contractor is entitled to payment in the amount stipulated below.

The present status of the account for the subject contract is as follows:

In providing this information as to the status of construction, Pennoni Associates and the municipality make no representations (except where expressly stated herein to the contrary) as to the final quality of the construction to date; its final conformance with applicable plans, specifications or municipal requirements; its ability to pass any final applicable test requirements, or the cost or degree of future work, which will be required to complete the work to conform with final applicable requirements. Pennoni Associates and the municipality expressly disclaim and all liability for claims or damages arising from any construction deficiencies hereafter discovered before final approval.

ORIGINAL CONTRACT SUM	\$246,848.00
Change Orders	
Total Additions	\$73,210.00
Sub Total	\$320,058.00
Total Deductions	\$0.00
TOTAL CONTRACT TO DATE	\$320,058.00
Balance to Finish	\$0.00
TOTAL COMPLETED TO DATE	\$320,058.00
Materials Stored	\$0.00
Total Completed & Stored	\$320,058.00
Less <u>0%</u> Retainage	\$0.00
Total Earned Less Retainage	\$320,058.00
Less Previous Payments	\$201,937.70
THIS CERTIFICATE	\$118,120.30

This certificate is not negotiable, it is payable only to the payee named herein and its issuance, payment and acceptance are without prejudice to any rights of the owner or contractor under their contract.

ENGINEER: Pennoni Associates Inc. **DATE:** 06/25/2025

BY: 

OWNER'S ACCEPTANCE

OWNER: _____ **DATE:** _____

BY: _____

<u>PAYMENT REQUEST</u>					ESTIMATE NUMBER: 3 (Final)			
OWNER: West Chester Borough 401 East Gay Street West Chester, PA 19380					CONTRACTOR: Premier Concrete, Inc. 2327 West Chester Pike Broomall, PA 19008		DATE: 6/25/2025	
CONTRACT: Goose Creek/Public Works Building Green Infrastructure Certificate for Payment No. 3 (Final)					CONTRACT NUMBER: - CONTRACT PRICE: \$246,848.00 CONTRACT TIME: 60 STARTING DATE: COMPLETION DATE: 6/6/2025			
(1) ITEM NO.	(2) DESCRIPTION	(3) CONTRACT QUANTITY/UNIT		(4) CONTRACT PRICE	QUANTITIES			(4) * (6) AMOUNT EARNED TO DATE
					PREVIOUS ESTIMATES	THIS ESTIMATE	(6) TOTAL TO DATE	
1	Erosion and Sedimentation Controls	1	LS	\$ 3,500.00	1	0	1	\$ 3,500.00
2	Installation of Bio-Swale	1	LS	\$ 27,500.00	0.8	0.2	1	\$ 27,500.00
3	Installation of Rain Garden No. 1	1	LS	\$ 20,000.00	0.8	0.2	1	\$ 20,000.00
4	Installation of Rain Garden No. 2	1	LS	\$ 23,500.00	0.8	0.2	1	\$ 23,500.00
5	6-inch HDPE Pipe Installation	116	LF	\$ 90.00	116	0	116	\$ 10,440.00
6	2x4 Inlet with Snout	1	EA	\$ 5,000.00	1	0	1	\$ 5,000.00
7	6-inch HDPE Flared End Section	1	EA	\$ 1,500.00	1	0	1	\$ 1,500.00
8	12-inch HDPE Pipe Installation	32	LF	\$ 468.00	32	0	32	\$ 14,976.00
9	Existing Storm Sewer - Remove and Cap	1	LS	\$ 4,000.00	1	0	1	\$ 4,000.00
10	Parking Lot Mill and Overlay	2,025	SY	\$ 30.00	2,025	0	2,025	\$ 60,750.00
11	Parking Lot Line Striping, 4-inch, White, Waterborne	1,400	LF	\$ 2.00	0	1,400	1,400	\$ 2,800.00
12	ADA Parking Pavement Markings and Signage	1	LS	\$ 750.00	0	1	1	\$ 750.00
13	Concrete Wheel Stops	4	EA	\$ 200.00	0	4	4	\$ 800.00
14	Stop Sign	2	EA	\$ 300.00	0	2	2	\$ 600.00
A1	Installation of Curb Bump-Outs	2	EA	\$ 34,750.00	1.6	0.4	2	\$ 69,500.00
A2	Stop Bar, 24-inch, White Thermoplastic	28	LF	\$ 44.00	0	28	28	\$ 1,232.00
CCO1.1	Bioswale Curb Modification/Backfill	1	LS	\$ 12,760.00	0	1	1	\$ 12,760.00
CCO1.2	Bioswale Curlex Installation	1	LS	\$ 2,500.00	0	1	1	\$ 2,500.00
CCO1.3	Unsuitable Soil Storage and Disposal	1	LS	\$ 15,000.00	0	1	1	\$ 15,000.00
CCO1.4	Parking Lot Paving	1	LS	\$ 38,750.00	0	1	1	\$ 38,750.00
CCO1.5	Wheel Stops	1	LS	\$ 4,200.00	0	1	1	\$ 4,200.00
					TOTAL EARNED			\$ 320,058.00
					LESS RETAINAGE:			0% \$ -
					NET AMOUNT PAYABLE:			\$ 320,058.00
					LESS PREVIOUS PAYMENTS:			\$ 201,937.70
					AMOUNT REQUESTED			\$ 118,120.30
					NET AMOUNT PAYABLE:			\$ 118,120.30



CONTRACT CHANGE ORDER

Contract No. - _____

Date 06/25/2025

Change Order No. 1

Project No. WCHBO00030

Location West Chester Borough

To: (Contractor) Premier Concrete, Inc.

You are hereby requested to comply with the following changes from the contract plans and specifications:

Item No. (1)	Description of changes – quantities, units, unit prices, change in completion schedule, etc. (2)	Decrease in Contract Price (3)	Increase in Contract Price (4)
CCO1.1	Bioswale Curb Modification/Backfill		\$12,760.00
CCO1.2	Bioswale Curlex Installation		\$2,500.00
CCO1.3	Unsuitable Soil Storage and Disposal		\$15,000.00
CCO1.4	Parking Lot Paving		\$38,750.00
CCO1.5	Wheel Stops		\$4,200.00
	Change in contract price due to this Change Order:		
	Total decrease		
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	Net (increase/decrease) contract price		\$73,210.00

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The time provided for completion in the contract is ☒ unchanged, ☐ increased, ☐ decreased, by 0 calendar days. This document shall become an amendment to the contract and all provisions of the contract will apply hereto.

Accepted by: _____

CONTRACTOR

DATE

Recommended by: _____

ENGINEER

06-23-25

DATE

Approved by: _____

OWNER

DATE

MU04 04/2016

1 of 2

REQUEST AND JUSTIFICATION OF CHANGE

Project No.: WCHBO 00030

Contract No.: -

Change Order No.: 1

NECESSITY FOR CHANGE:

CCO #1.1: Bioswale Curb Modification/Backfill – Install modified stone backfill below and behind the curb running along the bio-swale to provide additional structural support.

CCO #1.2: Bioswale Curlex Installation – Install temporary erosion control matting on the bio-swale to protect the soil and prevent erosion over the winter months until planting and final stabilization was completed in the spring.

CCO#1.3: Unsuitable Soil Storage and Disposal – Load material onto contractor provided truck and provide dump truck for segregated storage of contaminated soil material for 6 weeks. Unload material onto asphalt parking lot and provide protection of soil per DEP Site Safety Plan in preparation for removal from the site. Load material onto DEP approval transport and coordinate removal of material from the site.

CCO#1.4: Parking Lot Paving – Install additional 9.5mm wearing course on the parking lot to correct the slope and adjust the profile to ensure drainage to the stormwater BMP. An average of 1.5-inches of material was installed.

CCO#1.5: Wheel Stops – Provide 14 additional parking lot wheel stops as requested by Public Works.



RESOLUTION #2025-

WHEREAS, Council of the Borough of West Chester intends to follow the Retention and Disposition Schedule for Records of Pennsylvania Municipalities issued for Local Government Records Committee by Pennsylvania Historical and Museum Commission, division of Archives and Manuscripts, Harrisburg, May 17, 1992; approved December 16, 2008, and amended March 28, 2019, and;

WHEREAS, said Schedule and Legislation require that each individual act of disposition be approved by said Resolution of the Council of the Borough of West Chester; and,

WHEREAS, the Borough of West Chester desires to dispose of various unnecessary records;

1. Open Records Files prior to 2022
2. Solicitors applications prior to 2021
3. Building & Housing Residential Building Permits prior to 2020
4. Rental Permit Receipts prior to 2017

NOW, THEREFORE BE IT RESOLVED, this 16th day of July, 2025 the Council of the Borough of West Chester hereby resolves to approve the individual acts of disposition for the records as attached to this document:

Be it Resolved this 16th Day of July, 2025



December 5, 2024

WCHBO00037P

West Chester Borough

Attn: Mr. Don Edwards
Director of Public Works
401 E. Gay Street
West Chester, PA 19380
DEdwards@west-chester.com

**RE: Proposal for Professional Services
Goose Creek Floodplain Study**

Dear Mr. Edwards:

Pennoni is please to present this proposal to West Chester Borough for professional services for a floodplain study along Goose Creek between Lacey Street and U.S. 202.

PROJECT UNDERSTANDING

The purpose of this study is to assess the existing floodplain along Goose Creek between Lacey Street and U.S. 202 and identify alternatives within the corridor to mitigate flooding within the Borough, specifically at the intersection of South Franklin Street and Linden Street.

SCOPE OF SERVICES

Pennoni will provide the following Scope of Services:

1. TOPOGRAPHIC SURVEY

Pennoni will perform a limited topographic survey and supplement with data previously collected by Pennoni in 2019, data provided by T&M Associates (T&M), and LiDAR.

T&M conducted a topographic survey between Greenfield Park and FEMA cross-section F to be used in their HECRAS model for the Conditional Letter of Map Revision (CLOMR) Case No. 22-03-0966R, which is shown in green on the attached exhibit. Pennoni previously conducted a topographic survey in 2019 as part of a Borough project analyzing the replacement of the South Franklin Street Bridge. This 2019 survey extends from 10 feet downstream of Nields Street to Greenfield Park and is shown in yellow on the attached exhibit. Therefore, topographic surveys have already been conducted from about Nields Street to FEMA cross-section F based on data available from T&M and Pennoni. The areas within the project scope that have not been surveyed include Lacey Street to Nields Street and FEMA cross-section F to U.S. 202. In the area between Lacey Street and Nields Street, there is one FEMA cross-section (cross-section H) and two bridges (Lacey Street and Nields Street). In the area between FEMA cross-section F and U.S. 202, there are no additional FEMA cross-sections.

Per the Borough's request, Pennoni will only perform a topographic survey of previously unsurveyed FEMA cross-sections and any bridge waterway openings. Therefore, Pennoni will perform topographic field survey of the Goose Creek FEMA cross-section H, the Lacey Street bridge, and the Nields Street bridge. The areas that are not topographically surveyed will be supplemented with LiDAR data. This includes the area between FEMA cross-section F and U.S. 202.

If the Borough wishes to pursue a specific alternative, Pennoni can provide a separate proposal for a detailed topographic survey of the alternative area to verify the HECRAS model.

2. EXISTING CONDITIONS H&H ANALYSIS

Pennoni will conduct one field visit to observe and photograph the existing conditions of Goose Creek's streambanks between Lacey Street and U.S. 202.

Following the field visit and the topographic survey, Pennoni will provide an email to the Borough comparing the FEMA cross-section H topography to the surveyed cross-section topography to identify if the cross-sections are consistent.

Pennoni will create a hydrologic and hydraulic (H&H) one-dimensional steady flow HECRAS model along Goose Creek between Lacey Street and U.S. 202. This model will utilize flow data inputted at up to three cross-sections along the model. Pennoni will compare flow data from the FEMA Flood Insurance Study (FIS) report, StreamStats' regression equations, and Technical Release 55 (TR-55). Pennoni will use engineering judgement to choose the most realistic flow data to utilize in the model to analyze the existing conditions along Goose Creek for the following storm events: 2-year design storm, 10-year design storm, 50-year design storm, 100-year design storm, and 500-year design storm.

T&M has analyzed between Greenfield Park and the FEMA cross-section F in their HECRAS model used for the aforementioned CLOMR to FEMA. Pennoni will create our own HECRAS model for the area between Lacey Street and Greenfield Park and the area between FEMA cross-section F and U.S. 202. This model will then be combined with T&M's HECRAS model to create a complete existing conditions H&H model along Goose Creek from Lacey Street and U.S. 202. This model will utilize the FEMA FIS elevations at U.S. 202 as a tailwater condition.

Pennoni will obtain the HEC-2 model from FEMA that was used to create the FIS report. We will compare the FEMA HEC-2 model with our existing conditions HECRAS model to determine any differences regarding stream bed, bridge openings, and floodplain extents.

Pennoni will prepare a letter report outlining and summarizing any differences between the FEMA HEC-2 model and our existing conditions HECRAS model. Pennoni will also provide a map exhibit that shows the topography, cross-section, and stream centerline used in the HECRAS model along with the FEMA floodplain extents as compared to the existing conditions HECRAS model floodplain extents.

3. ALTERNATIVES STUDY

Pennoni will analyze up to three alternatives to improve the Goose Creek streambank and to mitigate flooding at the intersection of South Franklin Street and Linden Street. These alternatives may include improvements located within West Goshen Township and/or the Borough. Each alternative will include a H&H HECRAS model to analyze the alternative's floodplain impact and potential flooding mitigation impact. These H&H models will analyze the proposed conditions along Goose Creek for each of the alternatives for the following storm events: 2-year design storm, 10-year design storm, 50-year design storm, 100-year design storm, and 500-year design storm.

Pennoni will prepare an alternatives study report with a description of the alternatives considered, recommendations, a budgetary opinion of probable cost for the recommended alternative, and an estimated schedule for the recommended alternative. The report will also include a map exhibit with the HECRAS model results for both the existing conditions and evaluated alternatives conditions. Additionally, Pennoni will prepare a one-page concept plan exhibit of the recommended alternative, which will include a conceptual re-grading plan and one proposed Goose Creek cross-section modification.

We will make one draft study report submission to the Borough for review and comments, one near-final report submission to the Borough for review and comments, and one final submission to the Borough.

The Scope of Services includes five virtual progress/review meetings with the Borough.

ASSUMPTIONS

- A topographic survey from Greenfield Park to FEMA cross-section F as indicated in the "Community Acknowledgement Letter" exhibits as part of the Conditional Letter of Map Revision (CLOMR) Case No. 22-03-0966R will be provided by T&M.
- T&M's topographic survey will be provided via an AutoCAD or MicroStation file and will have an AutoCAD or MicroStation surface TIN.
- T&M's topographic survey will use the NAVD88 datum and the PA South State Plane Coordinate System, NAD83 (2011) horizontal coordinate system.
- T&M will provide the complete HECRAS model used for the CLOMR Case No. 22-03-0966R.
- T&M's HECRAS model is accurate and does not require any modifications to the geometry data or flow data.

SCHEDULE

We propose to conduct the topographic survey approximately 3 weeks following the Notice to Proceed and provide a draft submission of the study report approximately 6 weeks thereafter. The schedule for near-final and final submissions will be dependent on the review timeframes and the extent of comments to be addressed between the draft submission and final submissions.

FEE

Pennoni will provide the above referenced Scope of Services on a Lump Sum basis for a fee of **Forty-Three Thousand Five Hundred dollars (\$43,500.00)**. A breakdown of fees follows:

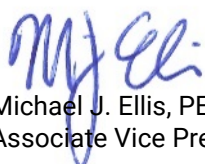
TASK	DESCRIPTION	FEE
1	Topographic Survey	\$5,500.00
2	Existing Conditions H&H Analysis	\$15,000.00
3	Alternatives Study	\$23,000.00
TOTAL		\$43,500.00

The proposed fee is valid for six months from the date of this proposal. Pennoni reserves the right to adjust the fee if Notice to Proceed is not issued within six months of the date of this proposal.

We have proposed a Scope of Services which satisfies our current understanding of the project. Should additional services be requested that are not included or listed in the above Scope of Services, such as but not limited to CLOMR to FEMA, design, permitting, or bid documents, we will provide a supplemental proposal.

If this proposal is acceptable, please execute by signing and returning a copy to this office to serve as our Notice to Proceed.

Sincerely,
PENNONI ASSOCIATES INC.


Michael J. Ellis, PE
Associate Vice President

ACCEPTED BY:

SIGNATURE: _____

WRITTEN NAME: _____

DATE: _____



Goose Creek Flood Mitigation Study

Borough of West Chester, Pennsylvania



Croton Road Corporate Center
555 Croton Road, Suite 401
King of Prussia, PA 19406

610-940-1050
rve.com

June 27, 2025

Donald Edwards
Public Works Director
West Chester Borough
401 East Gay Street
West Chester, Pennsylvania 19380

RE: RFP for Goose Creek Flood Mitigation Study

Dear Mr. Edwards:

Remington & Vernick Engineers (RVE) is pleased to submit this proposal to provide engineering services to West Chester Borough (Borough) for the Goose Creek Flood Mitigation Study. Our response is prepared understanding and in coordination with the elements of the RFP, sent to RVE on June 5, 2025.

RVE has had the privilege of providing both general engineering and MS4 services to the Borough for the past two years. In this time, RVE has deepened its understanding of the Borough's community and infrastructure, and we have become a trusted partner in helping the Borough deliver exceptional services to its nearly 20,000 residents. Over the years, we have gained valuable experience working with the Borough on stormwater reviews and inspections, acquiring a sediment removal permit for Goose Creek, lining project for the flood mitigation program and developing the addenda for the Pollution Reduction Plan and the Total Maximum Daily Load Plan. We will use the knowledge gathered through these projects to develop solutions that are both effective and sensitive to the Borough's specific needs.

It is our understanding that flooding is common on the Borough's east side during small storm events, leading to street closures in extreme cases. We understand these events have been a problem for years and are both inconvenient and frustrating for Borough residents. RVE is prepared to investigate available data from FEMA and other resources to identify three potential solutions that would significantly mitigate this flooding issue. RVE will identify options that do not involve modification or replacement of culverts, per the Borough's request.

Our team of dedicated professionals that will work on this study brings with them ample experience with similar projects. **Christopher Fazio, PE, Executive Vice President**, will serve as Principal in Charge of this study. Mr. Fazio has overseen all projects conducted for West Chester Borough, as well as drainage and stormwater management studies throughout Pennsylvania. **Steven Bolt, PE, PTOE**, will manage QA/QC. He has worked on stormwater management projects throughout his more than three decades of engineering experience. **Stuart Gause, PE, CPESC**, will serve as the Project Manager. Mr. Gause has over three decades of experience in stormwater infrastructure, hydraulic and hydrologic studies and using HEC-RAS software. **Kelly Goff, PE, CFM**, will serve as a Client Liaison, having direct experience working with the Borough as Stormwater Engineer. Project experience of all our key team members can be found in [Section 2](#).

We look forward to the opportunity to further serve and aid West Chester Borough through working on this study. Should you have any questions or require further information, please contact Mr. Fazio at 610-940-1050 or via email at Christopher.Fazio@rve.com.

Sincerely,
REMINGTON & VERNICK ENGINEERS

By 

Leonard A. Faiola, PE, PP, CME
President & CEO

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Scope of Services and Project Schedule

Section 1

Remington & Vernick Engineers (RVE) is pleased to provide the Borough of West Chester (Borough) with our proposal to provide engineering services related to the Goose Creek Flood Mitigation Study, including analysis of Goose Creek from Lacey Street to the West Chester Bypass (Route 202). The scope of services to be provided by RVE and the associated costs are detailed herein.

Scope of Work

The proposed study area includes Goose Creek from Lacey Street to the West Chester Bypass (Route 202). RVE understands that the goal of this project is to provide cost-effective recommendations to mitigate the current flooding concerns. Specifically, the Borough is seeking three cost-effective options to improve the Goose Creek streambank and mitigate flooding on South Franklin Street near Linden Street.

The area of study is shown on the FEMA Flood Insurance Rate Map (FIRM #42029C0210G), revised September 29, 2017, and coincides with the area shown as an impeded backwater behind the Access Road Bridge on the Goose Creek profile in the FEMA Flood Insurance Study (FIS #42029CV004B). The FIS also includes a description of known flooding problems along Goose Creek within the Borough.

RVE's team of professionals includes licensed professional engineers, land surveyors and support staff necessary to complete the project. Of specific relevance to this project, our team includes professional engineers with significant years of experience working on contracts with FEMA to review similar flood mapping, including CLOMRs, LOMRs and LOMAs, etc. Our engineering staff is fully trained in the engineering disciplines and has all the skills necessary to complete this project.

A detailed description of the phases and work proposed are described as follows:

Phase 1 – Obtain Data

State PASDA GIS LiDAR terrain and topographic data will be obtained for the project area. Additionally, RVE will use GIS topographic data, along with data shared by T&M Associates related to a proposed hotel project at 205 Carter Drive, to develop a model for the project. Using the project topographic model, FEMA cross sections can be located and hydraulic sections determined for the HEC-RAS model. FEMA and State LiDAR data are widely accepted by regulatory agencies and provide comprehensive terrain coverage across the study area.

According to the FEMA Flood Insurance Study, the existing Goose Creek hydraulic model is a 1977 HEC-2 model. The FEMA flood model and associated mapping will be requested from FEMA along with HEC-RAS models and mapping for Letters of Map Revision, if available.

With the knowledge that the FEMA mapping is based on a HEC-2 model and the mapping used with the HEC-2 model is most likely not available, cross sections will be located approximately based on FEMA floodway data sections shown on the Flood Insurance Rate Map and by measurements from relevant landmarks such as bridges.

A site visit to review the Goose Creek channel and floodplain will be conducted to verify the reach area and floodplain characteristics. It is assumed that West Chester Borough personnel will assist with access to properties along Goose Creek. Additionally, up to one day of field topographic survey work using the Global Navigation Satellite System (GNSS) will be performed to collect data along pre-selected high priority cross sections. RVE recommends that extensive detailed topographic surveying take place in a future and separate design development phase.

A letter report summarizing the findings of the FEMA model and data, the LiDAR mapping and model for 205 Carter Drive and site visit data will be submitted to the Borough.

Phase 2 – Analysis

The HEC-2 and other models will be converted to HEC-RAS and serve as the base model for the study area. Data, mapping, and modelling for 205 Carter Drive, provided by T&M Associates, will also be integrated into the HEC-RAS model. Bridges and culverts, which are modelled differently in HEC-2 and HEC-RAS, will be converted according to FEMA and US Army Corps of Engineers guidelines.

The existing and proposed alternatives HEC-RAS models will be run for the 2-, 10-, 25-, 50-, 100-, and 500-year storms and the FEMA floodway. Beginning conditions will be set to run from the Goose Creek reach descending to Route 202 so that a downstream tie-in is made to the FEMA model. An existing conditions HEC-RAS model for the Goose Creek Reach between the FEMA located Access Road Bridge and East Nields Street will be built using the PASDA LiDAR and supplemented on the upstream and downstream ends with the HEC-2 to the HEC-RAS base model. Cross sections from the HEC-2 to HEC-RAS base model will be fitted to the existing HEC-RAS terrain model.

Three alternatives to increase conveyance and lower flood elevations will be proposed, modelled and compared to the existing model and to FEMA published data. To minimize the costs of the alternatives, bridges and culvert modifications/replacements will not be included as improvements. An order of magnitude cost estimate and a proposed schedule for the studied alternatives will be prepared and be used to compare the three alternatives.

Additional database checks will be made for threatened and endangered species, regulated substances, cultural and historic locations and wetlands for alternatives assessment.

A draft report will be prepared presenting the existing and proposed alternatives hydraulic modelling results, HEC-RAS model mapping for each alternative including cross sections, descriptions of proposed alternatives improvements, order of magnitude cost estimates, implementation schedules and items used for the alternatives' analyses. The report will be submitted for review.

Phase 3 – Final Report

A report will be prepared and submitted to the Borough Staff for review. The following will be included in the report:

1. A plan with cross sections of Goose Creek that shows existing and proposed alternative conditions.
2. Project cost estimates for the proposed alternative improvements.
3. Proposed schedule to complete improvements for the proposed alternatives.
4. Proposed grant opportunities to fund the improvements.

RVE is assuming five meetings with the Borough during the project, to be held on Microsoft Teams.

Project Schedule

Upon authorization from the Borough, we will begin work immediately. An approximate project schedule in accordance with the phases detailed in the scope of work is listed below.

Phase 1, Obtain Data – 4 months

Phase 2, Analyses – 3 months

Phase 3, Final Report – 2 months

Total Approximate Project Duration – 9 months

QA/QC Process

RVE is committed to providing our clients with high quality services. The firm's QA/QC Program relies on the commitment of our project staff. It starts with the careful selection of the Project Manager and staff suited to the particular needs of the project and culminates with a comprehensive quality review prior to final execution of the project.

The firm has a QA/QC Plan on file and in the possession of every employee. Project-specific plans are created and implemented as required by each client. The firm's QA/QC Committee meets once a month to track QA/QC issues and revise policy as necessary due to legislation, experiences or other circumstances.

The firm provides superior technical quality in municipal project planning, design engineering and construction management/inspections. Over our years in business, the firm has developed comprehensive procedures for quality management and control. These include procedures for scheduling and assigning work; recording, retention and retrieval of records of both design and construction activities; identifying and resolving deficiencies effecting the work and verifying compliance with the requirements of the QA/QC Program. Our QA/QC approach consists of the following:

- Assignment of technically qualified personnel to the project.
- Communication of project requirements to the staff and confirmation that communication occurs via direct participation of project management personnel responsible.
- In-progress reviews of all work being performed.
- Independent technical review of project deliverables prior to submittal to the client.

Conditions and Exclusions

The fees quoted herein are inclusive of the work necessary to produce the required deliverables. The fees are subject to the following conditions and exclusions:

1. This proposal is based on the scope as known at this time. If unforeseen conditions and/or unanticipated work items arise, our office shall provide a separate or amended scope of services and cost proposal for consideration and approval.
2. This proposal does not include the engineering design services or permitting proposed alternatives. The estimated costs provided for each of the proposed alternatives will include budgetary costs for the fees associated with engineering design and permitting.
3. This proposal does not include the acquisition of right-of-way, easements, takings or subdivision plans.
4. There will be no revisions to existing bridges, culverts or dams present on Goose Creek accounted for in the analyses. Database checks, but no investigations or regulatory determinations, will be made for (continued on the following page):
 - a. Threatened or Endangered Species
 - b. Regulated Substances, Contamination and Hazardous Wastes
 - c. Existing Environmental Assessments and Plans
 - d. Archeological, Cultural and Historic Properties and Districts
 - e. Wetlands
5. Pennsylvania Department of Environmental Protection, Federal Emergency Management Agency and other local, state and federal permits are not included.
6. West Chester Borough personnel will assist with access to Goose Creek and the lands along Goose Creek and will issue Intent to Enter (ITE) letters.
7. Fees associated with obtaining FEMA flood models are excluded from our cost of services.
8. By using the PASDA LiDAR data, new construction might not be captured on the topographic mapping.
9. Topographic field surveys beyond one day of field work, LiDAR surveys or boundary surveys are not included.
10. Coordination with neighboring municipalities will not be performed.

Cost of Services

RVE's total Not to Exceed fee for providing the professional engineering services described above in Phase Nos. 1 – 3 is **\$38,500.00**, inclusive of reimbursable expenses, which will be billed on a time and materials basis. The total Not to Exceed fee will not be adjusted without the prior approval of the Borough for the additional costs associated with a specific change in the scope of work.

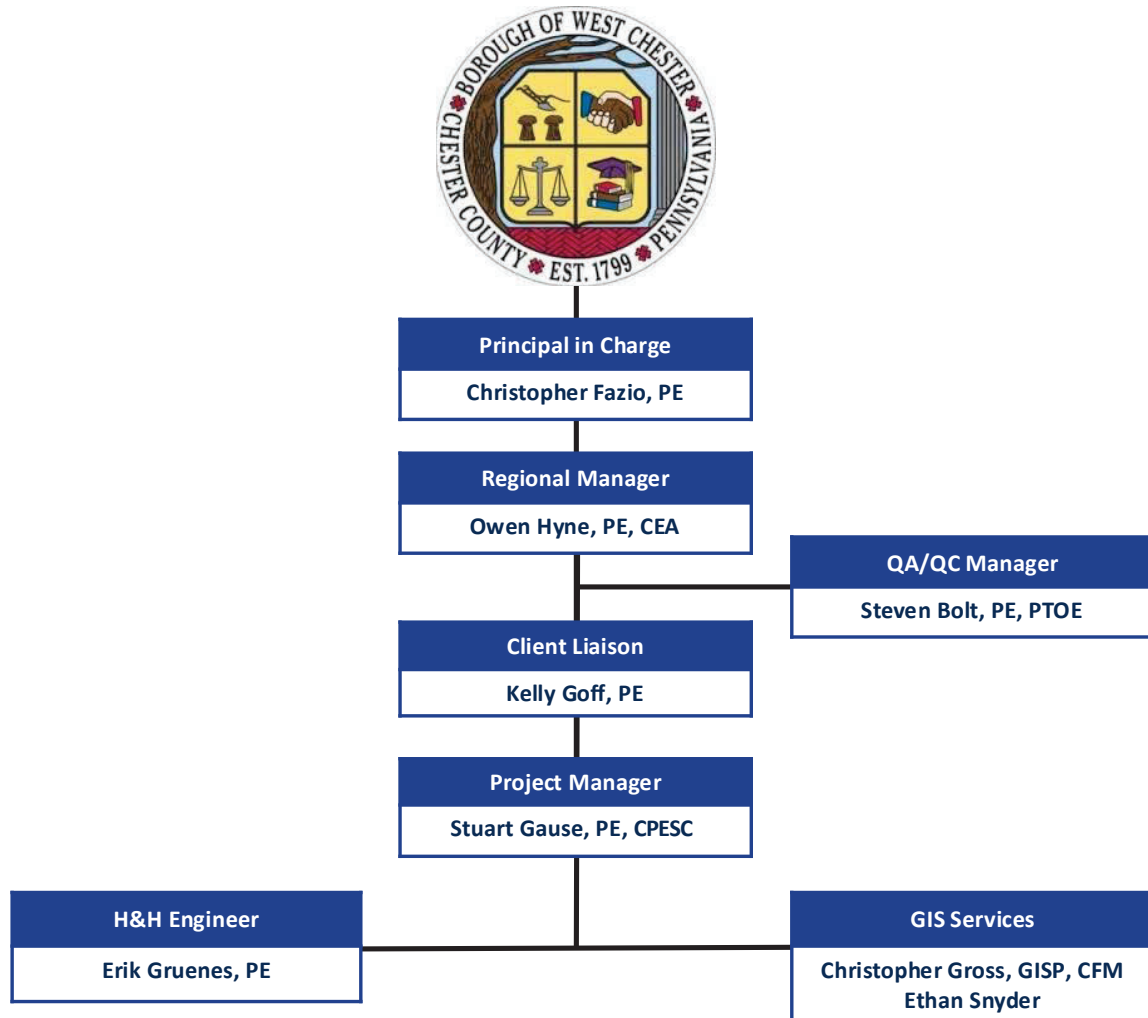
#	Phase	Fee
1	Obtain Data	\$7,200.00
2	Analysis	\$23,300.00
3	Final Report	\$8,000.00
	Total Not to Exceed Fee:	\$38,500.00

We trust the information provided meets your requirements for this project. RVE will proceed with the work described above upon receipt of your written authorization to proceed.

Relevant Qualifications

Section 2

Below is an organizational chart of key team members for this project. Resumes and licenses for these team members and detailed profiles of the firm's relevant project experience can be found on the following pages.



Key Personnel Resumes and Licenses

Christopher Fazio, PE, CME

Principal in Charge

Executive Vice President

Overview

- More than two decades of experience in civil/municipal engineering
- Areas of expertise include sanitary and storm sewer design, hydraulics and hydrology, highway and roadway design, subdivisions and site plan design, sewerage and water systems, municipal ordinance/code preparation and technical studies and reports

Work History

RVE experience: 1995 to present

Total experience: 29 years

Education

B.S., Civil Engineering, Lehigh University, 1995

Certifications/Registrations

Professional Engineer – DC, DE, MD, NJ, PA, NC

Certified Municipal Engineer – NJ

OSHA 40 Hours Hazmat Certified

Representative Project Experience

Flood Mitigation Program – Lining Project, West Chester Borough, PA – Principal in Charge responsible for expand-in-place manhole to manhole lining of selected storm sewers in the Borough of West Chester. This work includes a post installation televised inspection of the storm infrastructure connections. All storm infrastructure connected to the main infrastructure is to be inspected from the storm main infrastructure for 15'. Phase 1 work is to be conducted as South High Street at 30" in diameter. Phase 2 work is to be conducted at East Miner Street at 30" in diameter, West Union Street at 36"x24", Wollerton Alley at 30" and North Wanye Street at 36". Phase 3 work is to be conducted at East Miner Street at 30" in diameter, South High Street at 36", West Union Street at 36"x24", South New Street at 36"x24", Wollerton Alley at 30", West Market Street at 24", North Wayne Street at 24", Pine Alley at 36", East Chestnut Street (from North High Street to Law A1) at 24" and East Chestnut Street (from Law A1 to North Walnut Street) at 30".

2025 MS4 Services, West Chester Borough, PA – Principal in Charge responsible for MS4 services for West Chester Borough. Outreach services include filling out the Public Education Plan worksheet for PADEP submission, distributing stormwater brochures to businesses residents and schools, taking out an advertisement in the local newspaper and presenting components of the MS4 and Illicit Discharge Detection & Elimination Program at a public meeting. RVE is performing visual screenings of the stormwater outfall, conducting tests of selected pollutants, assisting the Borough in locating source of discharge if dry weather flow is beyond PADEP limits, taking appropriate action to correct discharges and documenting outfall screening activities using PADEP procedures. RVE is responsible for construction stormwater runoff management, post-construction stormwater runoff management and pollution prevention.

Whites Road Park Streambank Stabilization and Restoration, Lansdale Borough, PA – Principal in Charge responsible for the Whites Road Streambank Stabilization Phases I, II, III and IV in Lansdale, PA. The Borough needed to address ongoing concerns of streambank erosion, beautify the park, and meet the goals of the Borough's TMDL requirement for Skippack Creek. RVE reviewed the TMDL Plan for Skippack Creek and assessed the required pollutant load reduction required to meet the TMDL plan. The analysis included a determination of the drainage areas land cover contributing runoff to the stream, a review of the Borough's outfalls that contribute to the stream, an analysis of areas that could be removed from the drainage area as they do not contribute to the Borough's MS4 system, and a determination of the expected flow to the stream in larger event storms. RVE performed a site assessment of the park and existing streambanks to determine the best measures to be used. RVE provided a presentation and a concept plan exhibit which shows the streambank stabilization measures and proposed landscaping in relationship to the surrounding park for the public to view and comment prior to proceeding with a detailed design at a Borough Public Meeting. Based on comments received from Borough Staff and residents, RVE completed a design of the streambank stabilization and buffer reforestation areas within the park.

Phoenixville Drainage Study, Phoenixville Borough, PA – Principal in Charge responsible for a drainage study to address stormwater flooding issues in four locations within the Borough. The primary goal of the study was to develop recommendations for mitigating flooding issues. RVE performed Hydrology and Hydraulic (H&H) modeling to calculate the stormwater flows within the watershed of each flooding area and to determine the capacity of the existing storm sewers. The H&H modeling enabled RVE to model the potential benefit of different mitigation measures such as installing additional storm sewers and inlets, improving the capacity of existing storm sewers, or the construction of new or enlarged detention basins. The report included recommendations on the location of new storm sewer and inlets, the length/size of storm sewer replacement, and detention basin sizing, as well as implementation guidance on property ownership, budgetary project costs, anticipated permitting, and estimated project timelines. Phase I services included attending meetings with Borough Staff to review the project goals and available storm sewer mapping, reviewing available records, and performing field data collection for the Borough's storm sewer system within each of the watershed areas and downstream to the outfall or Borough boundary. RVE provided a detailed report presenting the results of the watershed study in each area along with recommendations for mitigating the flooding issues.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/03/2023

License Information

CHRISTOPHER JOSEPH FAZIO

West Chester, Pennsylvania 19382

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date: 05/14/2001

LicenseType: Professional Engineer

Issue Date: 02/08/2000

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE055338E

Last Renewal: 08/09/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.

Owen Hyne, PE, CEA

Regional Manager

Senior Associate

Overview

- Professional Engineer and Project Manager for public building construction and renovations, educational facilities, land development, parks and recreation, streetscapes, roadway resurfacing and reconstruction, ADA improvements, utility infrastructure, water/wastewater treatment plant upgrades, renewable energy projects and environmental permitting
- Serves as Account Representative for public and private sector clients, including as Engineer of Record (EOR) responsible for review and oversight of Subdivision and Land Development applications and Stormwater Management Plans
- Department Head for Municipal Services responsible for ensuring that projects are designed and constructed to meet client objectives and in accordance with all Federal, State and local regulations
- Certified Energy Auditor with expertise conducting Energy Audits and recommending Energy Conservation Measures

Work History

RVE experience: 2007 to present

Total experience: 17 years

Education

B.S., Civil Engineering, Drexel University, 2007

B.S., Architectural Engineering – Mechanical Concentration, Drexel University, 2007

Certifications/Registrations

Professional Engineer – PA, DE

Certified Energy Auditor – Association of Energy Engineers (AEE)

Confined Space Training

Representative Project Experience

Whites Road Park Streambank Stabilization and Restoration, Lansdale Borough, PA – Engineering Department Head responsible for the Whites Road Streambank Stabilization Phases I, II, III and IV in Lansdale, PA. The Borough needed to address ongoing concerns of streambank erosion, beautify the park, and meet the goals of the Borough's TMDL requirement for Skippack Creek. RVE reviewed the TMDL Plan for Skippack Creek and assessed the required pollutant load reduction required to meet the TMDL plan. The analysis included a determination of the drainage areas land cover contributing runoff to the stream, a review of the Borough's outfalls that contribute to the stream, an analysis of areas that could be removed from the drainage area as they do not contribute to the Borough's MS4 system, and a determination of the expected flow to the stream in larger event storms. RVE performed a site assessment of the park and existing streambanks to determine the best measures to be used. RVE provided a presentation and a concept plan exhibit which shows the streambank stabilization measures and proposed landscaping in relationship to the surrounding park for the public to view and comment prior to proceeding with a detailed design at a Borough Public Meeting. Based on comments received from Borough Staff and residents, RVE completed a design of the streambank stabilization and buffer reforestation areas within the park.

Lansdale Cemetery Stormwater Management Study, Lansdale Borough, PA – Engineering Department Head responsible for a stormwater management investigative study to mitigate stormwater flooding at the White Roads Park. RVE was retained by the Borough to perform stormwater and H&H analyses to determine causes of flooding and provide mitigating solutions. RVE generated a report of the alternatives analysis, which included construction costs, a cost/benefit analysis, required permitting and timeframes for construction of each alternative solution.

Phoenixville Drainage Study, Phoenixville Borough, PA – Project Manager responsible for a drainage study to address stormwater flooding issues in four locations within the Borough. The primary goal of the study was to develop recommendations for mitigating flooding issues. RVE performed Hydrology and Hydraulic (H&H) modeling to calculate the stormwater flows within the watershed of each flooding area and to determine the capacity of the existing storm sewers. The H&H modeling enabled RVE to model the potential benefit of different mitigation measures such as installing additional storm sewers and inlets, improving the capacity of existing storm sewers, or the construction of new or enlarged detention basins. The report included recommendations on the location of new storm sewer and inlets, the length/size of storm sewer replacement, and detention basin sizing, as well as implementation guidance on property ownership, budgetary project costs, anticipated permitting, and estimated project timelines. Phase I services included attending meetings with Borough Staff to review the project goals and available storm sewer mapping, reviewing available records, and performing field data collection for the Borough's storm sewer system within each of the watershed areas and downstream to the outfall or Borough boundary. RVE provided a detailed report presenting the results of the watershed study in each area along with recommendations for mitigating the flooding issues.

Walnut Street Storm Sewer Arch Repair, Pottstown Borough, PA – Project Manager responsible for the engineering services for the repair of a collapsed segment of storm sewer arch at 42 Walnut Street in Pottstown, PA. In conjunction with assisting the Borough with obtaining grant funding for repairs at 42 Walnut Street, This new culvert can be fabricated to match the dimensions of the existing storm sewer arch and support backfill and surface loading. The design of the aluminum box culvert included appropriate footers and transitions to existing upstream and downstream segments. RVE determined the necessary limitations on future use of the area above the storm sewer, including restrictions from building new structures. Upon completion of the project, the area was restored as an off-street parking area. RVE provided legal descriptions and exhibits to establish permanent drainage easements or covenants to prohibit future construction over top of the storm sewer arch. In addition, temporary construction easements were necessary to conduct the project work.



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/03/2023

License Information

OWEN MARSHALL HYNE

Schwenksville, Pennsylvania 19473

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date: 11/13/2012

LicenseType: Professional Engineer

Issue Date: 11/13/2012

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE080447

Last Renewal: 08/01/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.

Steven Bolt, PE, P OE

A/ C Manager

Overview

- More than three decades of engineering and planning experience
- Areas of expertise include major highway design projects, environmental impact statements and assessments, route location design, studies, traffic signal system design, constructions management, highway safety improvement programs, stormwater management and traffic operation studies

Work History

RVE experience: 2020 to present

Total experience: 7 years

Education

B.S., Civil Engineering, Villanova University, 1

Certifications/Registrations

Professional Engineer – PA, FL, DE, MD, , V

Professional Traffic Operations Engineer (PTOE)

Representative Project Experience

Sumneytown Pike Bridge Replacement Project, pper wynedd ownship, PA A/ C Manager responsible for the construction of a new bridge to replace the existing failing one located on orth Sumneytown Pike between West Point Pike and Dickerson Drive. The Sumneytown Pike Bridge over Wissahickon Creek is a single-span, concrete encased steel I-beam bridge on reinforced concrete abutments. Recent inspections have indicated significant deterioration of the bridge superstructure and substructure. The project includes replacing the bridge while bringing the roadway up to the latest PennDOT standards, including room for a future shoulder that could also be used someday for an on-road bicycle lane. The scope of services includes surveying, preliminary design, permitting, project management, coordination of constructability reviews, archaeology and cultural surveys, preliminary drainage and stormwater management design, cross-sections, line and grade development, design field view, right-of-way planning, hydrology and hydraulic report, traffic safety and control, subsurface utility services and final design including structure foundation reports, drainage, roadway, cross-sections, final right-of-way, structure plans, traffic control and signing plans, environmental and erosion control plans, public involvement and bidding assistance, as well as construction management and inspection.

Bridge o Replacement, County of Bucks, PA – Project Manager responsible for managing the full replacement of Bucks County Bridge o. and associated roadway items including guiderail and approach pavement on Mill Pond Road over Swamp Creek in Milford Township, PA. Tasks included environmental studies, permitting, preliminary engineering, final design and construction consultation. The design scope included performing utility clearance investigations, survey/base mapping, geotechnical investigation, cultural resources, hydraulic/hydraulic analysis, erosion/sediment plans, ROW plans, roadway/structural design calculations, preparing plans and specs, preparing construction schedule, prepare detour plan, attend progress meetings and pre-bid conference, preparing bid documents and attending bid opening. Construction phase consultation services include attending construction meetings, reviewing project submittals and shop drawings, aiding/responding to RFI s and performing site visits when necessary.

Hydraulic and Hydrologic Studies Related to the Proposed EW Arterial Expansion Project, ational Roads Authority RA , rand Cayman, Caymans lands – Project Director responsible for the study of H&H associated with the proposed 10-mile segment of the EW Arterial on rand Cayman Island. Services include compiling rainfall data, conducting statistical analysis, assessing water quality and determining design parameters using specialized software. The project encompasses analyzing conveyances, watershed hydrology, topographic mapping and considering factors like soils, geology, future land use, tidal data and groundwater recharge, with RVE utilizing various tools and methods such as HEC-RAS software and the rational method. Additionally, RVE is tasked with project management, scenario modeling, including sea-level rise impacts and preparing a comprehensive summary report of analysis findings.

PennDO Bureau of Design, E , Open End for arious Engineering Services, Statewide, PA – Project Manager/Engineer of Record responsible for managing project resources, including subconsultant, to achieve Central office project initiatives. Work included highway occupancy permit and TIS policy and training smart transportation training drainage and safety support, highway lighting (staff augmentation) construction and materials assistance (staff augmentation) pavement and design support TIS reviews and eystone Corridor Initiatives and 0th Street Station Bicycle Initiative for the Bureau Public Transportation. *Outside of RVE*

PennDO District , SR , Section C , Blair and Centre Counties, PA A/ C Officer – A/ C Officer responsible for reviewing the final design for nine miles of limited access interstate alignment between Bald Eagle and Port Matilda including horizontal and vertical geometry, drainage design, four mainline bridges, erosion and sediment control plans, and final PS&E Documents. *Outside of RVE*



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

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Harrisburg, PA 17105-2649

10/03/2024

License Information

STEVEN B BOLT

CHESTER SPRINGS, Pennsylvania 19425

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date:

LicenseType: Professional Engineer

Issue Date: 10/07/1988

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE038208R

Last Renewal: 07/31/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.

elly off, PE, C M

Client Liaison

Associate

Overview

- A decade of experience in municipal engineering in support of MS4 services, stormwater infrastructure projects, MS4 Program compliance and roadway rehabilitation projects
- Areas of expertise include municipal engineering services and grant acquisition services
- Supported the evaluation, design, testing and construction of buildings, bridges, marine structures and infrastructure
- Experienced grant administrator with more than 27 million in funding secured for clients

Work History

RVE experience: 201 to present

Total experience: 1 years

Education

M.S., Civil Engineering, Villanova University, 201

B.S., Civil Engineering, Lehigh University, 200

Certifications/Registrations

Professional Engineer – PA

Certified Floodplain Manager (CFM)

Representative Project Experience

Flood Mitigation Program – Lining Project, West Chester Borough, PA – Stormwater Engineer responsible for expand-in-place manhole to manhole lining of selected storm sewers in the Borough of West Chester. This work includes a post installation televised inspection of the storm infrastructure connections. All storm infrastructure connected to the main infrastructure is to be inspected from the storm main infrastructure for 1 . Phase 1 work is to be conducted as South High Street at 0 in diameter. Phase 2 work is to be conducted at East Miner Street at 0 in diameter, West Union Street at x24 , Wollerton Alley at 0 and orth Wanye Street at . Phase work is to be conducted at East Miner Street at 0 in diameter, South High Street at , West Union Street at 24 , South ew Street at x24 , Wollerton Alley at 0 , West Market Street at 24 , orth Wayne Street at 24 , Pine Alley at , East Chestnut Street (from orth High Street to Law A1) at 24 and East Chestnut Street (from Law A1 to orth Walnut Street) at 0 .

MS Services, West Chester Borough, PA – Stormwater Engineer responsible for MS4 services for West Chester Borough. RVE developed addenda for the pollution reduction plan and total maximum daily load plan. RVE has served as the liaison between the Borough and the PADEP in order to determine the actions necessary to meet permitting requirements. RVE is performing visual screenings of the stormwater outfall, conducting tests of selected pollutants, assisting the Borough in locating source of discharge if dry weather flow is beyond PADEP limits, taking appropriate action to correct discharges and documenting outfall screening activities using PADEP procedures.

Haines Run Streambank Restoration, pper wynedd ownship, PA – Stormwater Engineer for this project. The Wissahickon Creek breached the Haines Run streambanks behind the Upper wynedd Wastewater Treatment Facility. This caused flooding at several buildings located at the facility as well as damages to wastewater treatment equipment. RVE provided engineering services associated with design improvements for Haines Run in the area alongside with Wastewater Treatment Facility, improved flood protection for the facility, identified and pursued grant funding, and incorporated this project into MS4 credits and annual program goals. RVE completed berm and streambank improvements near gate access at the Wastewater Treatment Facility, which significantly improved protection of the plant from rising water levels at this location. Further work is being designed for upstream controls for long-term flood mitigation.

grant Services, pper wynedd ownship, PA – rant Administrator responsible for obtaining more than 1.7 million in grant funding through various programs on behalf of Upper wynedd Township, PA. rants obtained were used to fund the Haines Run Streambank restoration - Phase I (Montco 2040 rant) Haines Run Hydrologic and Hydraulic Study (DC R Park and Conservation Fund) Haines Run Hydrologic and Hydraulic Study and Flood Mitigation Illuminated Traffic and Pedestrian Signage (Montco 2040 Implementation) and the reconstruction of the Sumneytown Pike Bridge (PennDOT MultiModal Transportation Fund).

rant Services, Pottstown Borough, PA – rant Administrator responsible for obtaining more than 1. 4 million in grant funding through various programs on behalf of the Borough of Pottstown, PA. rants obtained were used to fund the sidewalk replacement and tree protection project (Montco 2040 Implementation) stormwter arch rehabilitation at high priority locations (PA H20) stormwater arch rehabilitation at 1200 High Street (DCED Flood Mitigation) Chestnut Street and South Street Park redevelopment project (DCED reenways, Trails and Recreation) and the rehabilitation and further development of Chestnut Street Park and South Street Park (DC R Community Conservation Partnerships Program).



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/03/2023

License Information

KELLY ANNE GOFF

Aston, Pennsylvania 19014

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date: 06/12/2014

LicenseType: Professional Engineer

Issue Date: 06/12/2014

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE082400

Last Renewal: 08/28/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.

**ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS**

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Kelly A. Goff, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE
CERTIFICATION BOARD OF REGENTS, CERTIFICATE NO. US-18-10295, ISSUED 3/29/2018. THIS
CERTIFICATE SHALL EXPIRE 7/31/2022, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

Louis T. Greenwell

CERTIFICATION BOARD OF REGENTS
PRESIDENT, LOUIS T. GREENWELL, GISP, CFM

Chad M. Berginnis

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM



Stuart A.ause, PE, CPESC

Project Manager

Overview

- Over 30 years of civil engineering experience
- Experience with highway design, site development, stormwater management, and floodplain modeling and mapping projects
- Duties include the development of highway design plans and specifications along with post construction stormwater management, erosion and sediment control plans, and flood studies
- Experience with floodplain hydrologic and hydraulic modeling mapping nationwide for the Federal Emergency Management Agency

Work History

RVE experience: 2020 to present

Total experience: 32 years

Education

B.S., Civil Engineering, Bucknell University, 1990

Certifications/Registrations

Professional Engineer – PA, MD, VA
Certified Professional in Erosion and Sediment Control

Representative Project Experience

Hydraulic and Hydrologic Studies Related to the Proposed EW Arterial Expansion Project, National Roads Authority (RA), Grand Cayman, Cayman Islands – Lead H&H Engineer for the pre-project hydraulic and hydrologic studies for the East-West Arterial Project in Grand Cayman, analyzing existing conditions, rainfall patterns and drainage flows to support both the Environmental Impact Assessment (EIA) and highway design phases. Services include compiling rainfall data, conducting statistical analysis, assessing water quality and determining design parameters using specialized software. The project encompasses analyzing conveyances, watershed hydrology, topographic mapping and considering factors like soils, geology, future land use, tidal data and groundwater recharge, with RVE utilizing various tools and methods such as HEC-RAS software and the rational method. Additionally, RVE is tasked with project management, scenario modeling, including sea-level rise impacts and preparing a comprehensive summary report of analysis findings.

Construction of a Roundabout at College Drive (CR 712) and Alumni Drive, County of Gloucester, Massachusetts – Stormwater Engineer responsible for the construction of a roundabout at CR 712 and Alumni Drive in the Township of Deptford, Massachusetts. This newer intersection of Alumni Drive was recently created through rerouting CR 712 away from the front of the Rowan College of Gloucester County campus to eliminate multiple pedestrian crossings for enhanced safety. The intersection could not be negotiated by the existing buses, including the NJ Transit line servicing the college without encroaching into the opposing lanes for inbound movements. The project included the construction of a roundabout at the newly realigned CR 712/Alumni Drive intersection. The College currently has access through CR 712 via a signalized intersection with Blackwood-Barnsboro Road (CR 600) and unsignalized access along Tanyard Road (CR 600). The College has grown and expanded to recently double its enrollment and increased the facilities to now include a planned School of Nursing on the campus. As such, traffic has increased (pre-pandemic) and the ability for students to access the campus has strained the current adjoining intersections to create long delays for students.

SR 100, Section 100 Green Spring Road Bridges Replacement Project, Cumberland County, PA, PennDOT District 10 – Performed hydrologic calculations and HEC-RAS hydraulic modeling for the replacement of two bridges, Green Spring Road over Green Spring Creek and Green Spring Road over the Bulls Head Branch. The bridges were modeled together with the Bulls Head Branch Bridge as the primary bridge and the Green Spring Creek Bridge as a relief bridge because the crossings are in the confluence of the two streams. *Outside of RVE*

SR 100, Section B High Speed Interchange between Route 100 and Route 100, Centre County, PA, PennDOT District 10 – HEC-RAS Flood modelling of Little Creek through the interchange including an existing culvert and proposed culverts on Little Creek, proposed culverts on a tributary, and another proposed culvert on a second tributary along with grading and walls along the creeks. Additionally designed stormwater management for the interchange. *Outside of RVE*

SR 100, Section 100 Markley Street Improvement Project, Montgomery County, PA, PennDOT District 10 – Performed drainage design, post construction storm water management, and erosion and sediment control design complete reconstruction of an urban roadway with intersection improvements. Post construction storm water management included design and specification of Filterra Bioretention Systems, a single tree self-contained bioretention facility and curb inlet for water quality. Performed HEC-RAS modeling of the Stony Creek floodplain and floodway for the rehabilitation of two stone arch bridges that are over 100 years old and the replacement of another bridge. HEC-RAS modeling and floodplain mapping were done in support of both a FEMA Conditional Letter of Map Revision application and a US Army Corps of Engineers/PA Department of Environmental Protection Joint Permit Application. *Outside of RVE*



BUREAU OF PROFESSIONAL AND OCCUPATIONAL AFFAIRS

P. O. Box 2649

Harrisburg, PA 17105-2649

10/03/2024

License Information

STUART K GAUSE

WILLOW GROVE, Pennsylvania 19090

Board/Commission: State Registration Board for Professional
Engineers, Land Surveyors and Geologists

Status Effective Date: 10/01/2015

LicenseType: Professional Engineer

Issue Date: 04/21/1997

Specialty Type:

Expiration Date: 09/30/2025

License Number: PE052618E

Last Renewal: 08/17/2023

Status: Active

Disciplinary Action Details

No disciplinary actions were found for this license.

This site is considered a primary source for verification of license credentials provided by the
Pennsylvania Department of State.



EnviroCert International, Inc.
3054 Fite Circle, Suite 108, Sacramento, CA 95827
(279) 888-6911 | www.envirocert.org

Stuart K. A. Gause

CPESC

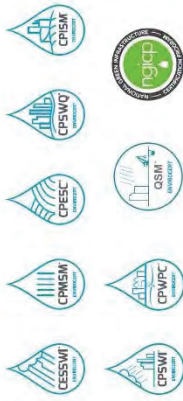
Certified Professional in Erosion and
Sediment Control

3558

CERTIFICATION NO.

31-Dec-25

EXPIRES



NOTICE:

All certified professionals are required to adhere strictly to the Code of Conduct and Ethics and are responsible for maintaining their active status with ECI to exercise the rights and privileges under this certification.

Overview

- More than 15 years of engineering experience
- Experience includes H&H analyses, scour analyses, bridge renovations, and storm drain design
- Proficient in HEC-RAS, ArcMap, HEC-HMS, and many others

Work History

RVE experience: 2021 to present

Total experience: 15 years

Education

M.B.A. Virginia Tech, 2011

B.A., Pennsylvania State University, 2011

Certifications/Registrations

Professional Engineer – MD, DE

Representative Project Experience

Flood Mitigation Program – Lining Project, West Chester Borough, PA – Stormwater Engineer responsible for expand-in-place manhole to manhole lining of selected storm sewers in the Borough of West Chester. This work includes a post installation televised inspection of the storm infrastructure connections. All storm infrastructure connected to the main infrastructure is to be inspected from the storm main infrastructure for 1 mile. Phase 1 work is to be conducted as South High Street at 10" in diameter. Phase 2 work is to be conducted at East Miner Street at 10" in diameter, West Union Street at 12" x24", Wollerton Alley at 10" and North Wanye Street at 10". Phase 3 work is to be conducted at East Miner Street at 10" in diameter, South High Street at 10", West Union Street at 12" x24", South Lew Street at 12" x24", Wollerton Alley at 10", West Market Street at 24", North Wayne Street at 24", Pine Alley at 10", East Chestnut Street (from North High Street to Law A1) at 24" and East Chestnut Street (from Law A1 to North Walnut Street) at 10".

MS Services, West Chester Borough, PA – Stormwater Engineer responsible for MS4 services for West Chester Borough. Outreach services include filling out the Public Education Plan worksheet for PADEP submission, distributing stormwater brochures to businesses residents and schools, taking out an advertisement in the local newspaper and presenting components of the MS4 and Illicit Discharge Detection & Elimination Program at a public meeting. RVE is performing visual screenings of the stormwater outfall, conducting tests of selected pollutants, assisting the Borough in locating source of discharge if dry weather flow is beyond PADEP limits, taking appropriate action to correct discharges and documenting outfall screening activities using PADEP procedures. RVE is responsible for construction stormwater runoff management, post-construction stormwater runoff management and pollution prevention.

Haines Run Streambank Restoration, Upper Merion Township, PA – Stormwater Engineer for this project. The Wissahickon Creek breached the Haines Run streambanks behind the Upper Merion Wastewater Treatment Facility. This caused flooding at several buildings located at the facility as well as damages to wastewater treatment equipment. RVE provided engineering services associated with design improvements for Haines Run in the area alongside with Wastewater Treatment Facility, improved flood protection for the facility, identified and pursued grant funding, and incorporated this project into MS4 credits and annual program goals. RVE completed berm and streambank improvements near gate access at the Wastewater Treatment Facility, which significantly improved protection of the plant from rising water levels at this location. Further work is being designed for upstream controls for long-term flood mitigation.

Phoenixville Drainage Study, Phoenixville Borough, PA – H&H Engineer responsible for a drainage study to address stormwater flooding issues in four locations within the Borough. The primary goal of the study was to develop recommendations for mitigating flooding issues. RVE performed Hydrology and Hydraulic (H&H) modeling to calculate the stormwater flows within the watershed of each flooding area and to determine the capacity of the existing storm sewers. The H&H modeling enabled RVE to model the potential benefit of different mitigation measures such as installing additional storm sewers and inlets, improving the capacity of existing storm sewers, or the construction of new or enlarged detention basins. The report included recommendations on the location of new storm sewer and inlets, the length/size of storm sewer replacement, and detention basin sizing, as well as implementation guidance on property ownership, budgetary project costs, anticipated permitting, and estimated project timelines. Phase I services included attending meetings with Borough Staff to review the project goals and available storm sewer mapping, reviewing available records, and performing field data collection for the Borough's storm sewer system within each of the watershed areas and downstream to the outfall or Borough boundary. RVE provided a detailed report presenting the results of the watershed study in each area along with recommendations for mitigating the flooding issues.

Christopher Ross, SP, C M

IS Administrator

Overview

- More than 20 years of geographic data analysis experience
- Areas of expertise: advanced data management analysis, server management, web site design, field mapping, webapp design and cartographic production for technical reports and presentations and compilation and analysis of field data

Work History

RVE experience: 2017 to present

Total experience: 20 years

Education

B.A., Geography, Rutgers University, 200

Certificate, Cartography, Rutgers University, 200

Certificate, Environmental Economics, Cook College & Rutgers University, 200

A.A.S., Civil Engineering Technology, Mercer County Community College, 201

Certifications/Registrations

Certified Floodplain Manager (CFM), 201

IS Professional (ISP), 201

Member, New Jersey Association of Floodplain Managers (NJAFM), New Jersey Geospatial Forum & Urban and Regional Information Systems Association (URISA)

Representative Project Experience

Hydraulic and Hydrologic Studies Related to the Proposed EW Arterial Expansion Project, National Roads Authority (RA), Grand Cayman, Cayman Islands – IS Administrator for the pre-project hydraulic and hydrologic studies for the East-West Arterial Project in Grand Cayman, analyzing existing conditions, rainfall patterns and drainage flows to support both the Environmental Impact Assessment (EIA) and highway design phases. Services include compiling rainfall data, conducting statistical analysis, assessing water quality and determining design parameters using specialized software. The project encompasses analyzing conveyances, watershed hydrology, topographic mapping and considering factors like soils, geology, future land use, tidal data and groundwater recharge, with RVE utilizing various tools and methods such as HEC-RAS software and the rational method. Additionally, RVE is tasked with project management, scenario modeling, including sea-level rise impacts and preparing a comprehensive summary report of analysis findings.

MS Stormwater GIS Mapping, Cheswold, DE – IS Administrator responsible for providing PDES Storm Drainage and Inspection Program mapping services for the Town of Cheswold, DE. Tasks included creating/updating the GIS Storm Drainage Infrastructure Mapping and attributed database utilizing latest Esri Arc GIS software applications and GIS grade point data collection. Tasks also included GIS locating stormwater assets inspecting and assessing the structural integrity of each stormwater asset developing a GIS base map foundation showing streets, roads, railroads, waterways and general parcel data adding the Town's MS4 system field data to the existing DelDOT PDES Database and providing Town staff with a web based PDES Map Viewer showing all structures, pipe connectivity and condition assessment and producing the new storm sewer infrastructure map.

Buck Creek Watershed Restoration Assessment, Ardley Borough, PA – IS Administrator responsible for the creating of a watershed restoration program to restore the Buck Creek Watershed in Ardley, PA. A visual assessment via GIS map hosting services utilizing the Esri Arc GIS Server platform was completed. Tasks included hosting the Borough's interactive watershed map displaying the stormwater system, physical structures as well as businesses and other informative layers. RVE created an Esri Arc GIS Online Hub site to engage with the public as to the location of the watershed areas in relation to the existing storm infrastructure, parcel information and zoning displayed. Efforts to create the online hub site and interactive applications included scoping for hosting and web maps inventory/assemble existing applicable GIS resource layered maps creation of the interactive web applications needed for public viewing publishing map services and generating web maps.

Pollution Reduction Plan Preparation and Storm Sewer Mapping, Lower Makefield Township, PA – IS Administrator responsible for the preparation of a Pollution Reduction Plan and storm sewer mapping for the Township of Lower Makefield, PA. Tasks included the revision of existing storm sewer system mapping and prepared a pollution reduction plan that calculates the Township's pollution contribution through its storm sewer system based on the revised map. Mapping services included meeting with Township staff to review the study area reviewing available storm sewer plans adding inlets and storm sewer from recent land development projects compiling inlets, outfalls and best management practices on a GIS layer which was integrated with the Township's current GIS mapping and identifying drainage areas for storm sewer outfalls.

**ASSOCIATION OF STATE
FLOODPLAIN MANAGERS, INC.
CERTIFICATION BOARD OF REGENTS**

HEREBY CERTIFIES THAT PURSUANT TO THE PROVISIONS OF THE CHARTER FOR THE
CERTIFIED FLOODPLAIN MANAGER PROGRAM

Christopher J. Gross, CFM

IS DULY REGISTERED AS AN

ASFPM CERTIFIED FLOODPLAIN MANAGER

IN TESTIMONY WHEREOF THIS CERTIFICATE HAS BEEN ISSUED BY THE AUTHORITY OF THE CERTIFICATION
BOARD OF REGENTS, CERTIFICATE NO. US-15-08355, ISSUED 4/16/2015. THIS CERTIFICATE SHALL EXPIRE
7/31/2025, UNLESS RENEWED ACCORDING TO THE RULES OF THIS BOARD.

Roger A. Lindsey

CERTIFICATION BOARD OF REGENTS
PRESIDENT, ROGER LINDSEY, P.E., CFM

Chad M. Berginnis

ASSOCIATION OF STATE FLOODPLAIN MANAGERS
EXECUTIVE DIRECTOR, CHAD M. BERGINNIS, CFM



Ethan C Snyder

IS Technician

Overview

- Areas of expertise include AutoCAD, Arc GIS Map, Arc GIS Pro, Esri Field Maps, GIS, Trimble TerraSync, database design & management
- Programming Skills include C/C++, C with .NET and ASP.NET, BASH, HTML, CSS, SQL, and Python

Work History

RVE experience: 201 to Present

Total experience: years

Education

B.S. Computer Science and Software Engineering, Minor in Mathematics- Pensacola Christian College, 201

OSHA 10 Certified

MAC URISA Mid Atlantic Chapter Member

Representative Project Experience

Hydraulic and Hydrologic Studies Related to the Proposed EW Arterial Expansion Project, National Roads Authority (RA), Grand Cayman, Cayman Islands – IS Technician for the pre-project hydraulic and hydrologic studies for the East-West Arterial Project in Grand Cayman, analyzing existing conditions, rainfall patterns and drainage flows to support both the Environmental Impact Assessment (EIA) and highway design phases. Services include compiling rainfall data, conducting statistical analysis, assessing water quality and determining design parameters using specialized software. The project encompasses analyzing conveyances, watershed hydrology, topographic mapping and considering factors like soils, geology, future land use, tidal data and groundwater recharge, with RVE utilizing various tools and methods such as HEC-RAS software and the rational method. Additionally, RVE is tasked with project management, scenario modeling, including sea-level rise impacts and preparing a comprehensive summary report of analysis findings.

Dewey Beach GIS Stormwater Mapping, Dewey Beach, DE – IS Technician responsible for providing GIS services for the stormwater mapping update on behalf of Dewey Beach, DE. The project included an inventory of the existing stormwater management facilities within a specified area of the Town utilizing AutoCAD and Esri mapping software applications and then creating a GIS geodatabase. Land surveying and GPS data collection support services were provided along with the televising of pipe to trouble shoot areas where water is collecting and not draining properly. The Town's specific area of concern was Rodney Avenue, Read Street and McInley Street from SR 1 to Rehoboth Bay. RVE verified and created digital maps of the stormwater pipes and the structures, including the outfalls. This area is designated as a pilot area for review by the Town.

Interactive Stormwater Map Hosting, Warminster Municipal Utility Authority, PA – IS Technician responsible for providing interactive Stormwater GIS Web Hosting mapping services to the Warminster Municipal Utility Authority in Warminster, PA. RVE created an Esri ArcGIS Online Hub site to engage with the public as to the amount of impervious surface that may exist on their properties. The public interactive viewer application allows the members of the community to search for their property by address or by parcel ID. The application can zoom to the resident's property and display the impervious surface as a shaded polygon as well as display the square footage of impervious surface on their property.

Sanitary and Stormwater Mapping, Princeton, NJ – IS Technician responsible for GIS sanitary and stormwater mapping on behalf of Princeton, NJ. Tasks include creating and updating applicable sanitary sewer and stormwater system GIS layers based on digital drawings provided by the municipality and by field surveying existing infrastructure on a limited basis. Layers included attribute information, as available. GIS data management and surveying was conducted in a manner compliant with current state requirements. Map layers were uploaded to the Municipality of Princeton's ArcGIS Online where they were published in web maps for public and municipal use. Tasks also included gathering, inventorying and compiling existing documents creating and updating the infrastructure assets using scanned and digital drawings attaching drawings and permits to separate layers and GPS survey of missing/incomplete infrastructure information.

Project Experience

Haines Run Streambank Restoration

Upper Gwynedd Township, PA

Client:

Upper Gwynedd Township

Reference:

Sandra Brookley Zadell, Township Manager
215-699-7777
szadell@uppergwynedd.org

Project Duration:

September 2020 to Present



RVE is providing engineering services for the construction of streambank stabilization measures along Haines Run to restore the eroded streambanks, reduce downstream sediment loading into Wissahickon Creek and mitigate flooding in the area. The streambanks along Haines Run are currently in fair to poor condition and are eroded at several locations. There is evidence of active bank failure with minimal stabilization from vegetation. Trees in the area have been undermined as a result of erosion. Several areas along the stream exhibit extensive sediment accumulation which impacts the existing flooding conditions.

The portion of Haines Run that will be restored spans approximately 2,375 linear feet. The project will include removing the sediment bars in the stream within the project limits to increase the overall capacity of the stream channel. The streambanks will be regraded and stabilized with vegetated coir logs and landscape vegetation. The coir logs will consist of coconut coir fiber and will be utilized for erosion control along the waterline to stabilize the streambanks. Biodegradable vegetative stabilization matting, including planting, topsoil and seeding, will be installed throughout the embankments. The drainage area near the wastewater treatment plant will be regraded to improve the drainage conditions and prevent flooding. To accomplish this, the project site will need to be cleared of some trees and vegetation and much of the site will need to be regraded.

The project will provide several environmental benefits including reduced water pollution, improved aquatic habitat and reduced sediment loading entering Haines Run and the Wissahickon Creek. It is estimated that the streambank restoration work will reduce nitrogen loads by approximately 29.83 lbs/year, phosphorus loads by approximately 13.74 lbs/year and sediment loads by approximately 13.08 tons/year.

The project included a hydrologic and hydraulic (H&H) analysis of a specific section of Haines Run, analyzing existing conditions, modeling mitigation measures and providing recommendations. The scope of services includes tasks such as attending meetings with Township Staff, reviewing existing records, collecting data, conducting hydraulic and hydrologic analysis, preparing a comprehensive study report, discussing implementation guidance and providing final report copies to the Township.

RVE's scope of work includes reviewing TMDL plans, calculating pollution reduction, designing streambank stabilization measures, providing permitting assistance, managing project bidding and overseeing construction management and inspection. The project aims to improve water quality, control erosion and ensure compliance with regulatory standards.

Von Nieda Park & Baldwin's Run

Regional Stormwater Study & Alternatives Analysis – Phase I

City of Camden & Pennsauken Township, NJ

Client:

Cooper's Ferry Partnership (CFP)

Duration:

June 2015 to June 2016

Contract Fee Amount:

\$137,675

Reference:

Meishka Michell, Project Manager
856-757-9154
meishka@camdenwaterfront.com



RVE was retained by the Cooper's Ferry Partnership (CFP) in coordination with the City of Camden and Camden County to provide professional engineering and design services for the Von Nieda Park/Baldwin's Run Project. The purpose of this project was to provide professional services to Cooper's Ferry Partnership (CFP) and the local stakeholders for the continuation of Phase 1 of the Von Nieda Park Stormwater Study and Alternatives Analysis for regional drainage improvements.

The improvements addressed the frequent flooding that occurs within the park. RVE completed an H&H analysis of the area to establish potential alternatives to relieve the identified issues and causes for the flooding in the area and region. An alternatives analysis was prepared which identified potential solutions to improve the flooding.

For each alternative, the benefits vs. cons were outlined including cost estimates, permitting requirements, timeframes for construction as well as impacts to the surrounding residential communities during construction. Proposed alternatives included the separation of the stormwater system within Von Nieda Park from the existing combined sewer system that services the residents of Cramer Hill and adequately sized the storm system for the regional area.

This project included a large Public Outreach component due to the historic flooding of the area and the sensitivities of the regional residents. In conjunction with the local stakeholders, the CFP selected the alternative of daylighting Baldwin's Run by adding passive recreation and providing stormwater management for Von Nieda Park, including stormwater quality measures. Work for this project consisted of preparing the necessary construction documents and obtaining the necessary outside agency approvals for this project. Work was based on the concept development of the site, as well as input from the local stakeholders and NJDEP.

This project included passive recreation trails throughout the project site, a pedestrian bridge/boardwalk across the new Baldwin's Run to make use of the entire project site for passive recreational trails and access to the riverfront, new storm sewer system outfall at Harrison Street onto the project site from Von Nieda Park, the creation of a channel/stream from the new outfall to the Delaware River (daylighted Baldwin's Run) in a more direct and convenient location than the original Baldwin's Run and landscaping and other enhancements, including innovative stormwater techniques (**green infrastructure**) including bioretention gardens, green streets and native plantings.

Lansdale Cemetery Stormwater Management Study

Lansdale Borough, PA

Client:

Lansdale Borough

Reference:

John J. Ernst, AIA, Borough Manager,
215-368-1691



RVE was retained by Lansdale Borough to provide engineering services for a stormwater management investigative study to mitigate stormwater flooding at the Whites Road Park. RVE performed a storm water and H&H analysis to determine the cause and alternatives to reduce flooding of the White Roads Park including cost estimates, timeframes for construction, permitting requirements and cost / benefit analysis.

A preliminary screening of the site utilizing the Pennsylvania Department of Environmental Protection (PADEP) eMapPA application revealed that the property in question contributes runoff to a tributary of Towamencin Creek within the Skippack Creek watershed, which is considered a state historic stream. The location of the property did not appear to fall within any special flood hazard areas according to eMapPA and FEMA's flood mapping application. Downstream, however, PADEP established a 100-year floodplain along the creek within Whites Road Park. Establishing the magnitude of flow through the site contributing to Towamencin Creek required a hydrologic analysis of the upstream watershed as well as a hydraulic analysis of the effects of various storms. The results of these analyses were utilized to determine the alternative solutions to relieve the existing downstream flooding experienced at Whites Road Park and to improve water quality. RVE performed Army Corps of Engineers Hydraulic Engineering Center - River Analysis System (HEC-RAS) and Hydrologic Modeling System (HEC-HMS) analyses to model the site and study the impact of stormwater management measures on downstream flooding and storm events.

A report was generated of the Alternatives Analysis which included construction costs, cost / benefit analysis, required permitting, timeframes for construction and pros and cons of each alternative.

Whites Road Park – Unnamed Tributary Hydraulic Analysis, Storm Evaluation, Recommendation, Design/Permitting/Construction Management

Lansdale Borough, PA

Client:

Lansdale Borough

Reference:

John J. Ernst, AIA, Borough Manager,
215 368 1691

Duration:

June 2018 to October 2020

Construction Cost:

\$642,774



RVE was retained by the Borough of Lansdale to provide stream analysis, modeling & an H&H analysis of the White Road Park stream. The unnamed tributary 01080 to Towamencin Creek runs through the park and is part of the Perkiomen Creek Watershed and the Delaware River Basin Watershed. The purpose of the Whites Road Park Streambank Restoration project was to complete an analysis of the tributary to identify the hydraulic deficiencies of the tributary which is leading to bank erosion and toping of the bank during storm events. In addition, the study was to provide recommendations to improve stormwater management, water quality, aquatic habitat, and material loss at the embankments. In September of 2019, the Borough received a \$290,672 grant which supported the extensive study and streambank restoration in the park. While there were no current MS4 specific grants available, RVE was able to utilize the Commonwealth Financing Authority grant to not only correct an environmental issue, but also reduce annual out of pocket expenses required to comply with the mandated MS4 program. The grant helped to remove sediment bars and plant vegetation along the streambanks.

This project consisted of the H&H analysis, identification of backwater conditions and design, permitting and construction administration of the proposed improvements. The streambank restoration improvements included approximately 1,320 linear feet of the tributary in Whites Road Park. Work for this project included the stabilization of the streambanks, slope protection, sediment removal, removal of trees, removal of deteriorated gabion baskets, and culvert lining replacement. Rock protection was placed at the abutments to reduce the potential for erosion, while the streambanks were stabilized with vegetated coir logs and landscape vegetation. The coir logs consisted of coconut coir fiber and were utilized for erosion control along the waterline to stabilize the streambanks. Vegetative stabilization matting included plantings, topsoil and seeding. The riparian buffer will act as a biofilter and will shade the stream. The shade will control the temperature of the water and therefore allow aquatic life to thrive. Restoring and stabilizing the streambank reduced the Borough's sediment loading and mitigated the loss of the embankments.

During the initial stages of construction, there was opposition from the local community in regard to the removal of trees at part of the site clearing activities. Several of the trees along the embankments had to be removed to regrade the slopes. A considerable number of trees were either dead, undermined or within the re-grading area. Local politician and the community residents shared their concerns with the Borough.

RVE met with Borough personnel on site to provide further clarification of the intent of the project. Once the Borough was able to gain a better understanding of the end result the information was presented to the community at large. The Borough was reassured that additional landscape plantings would be installed on the embankments and within the riparian buffer zones. The project gained positive momentum from the community as the construction proceeded and the project site began to take shape. At the end of the project the Borough received several comments from residents on how beautiful the park looks.

Phoenixville Drainage Study

Phoenixville Borough, PA

Client:

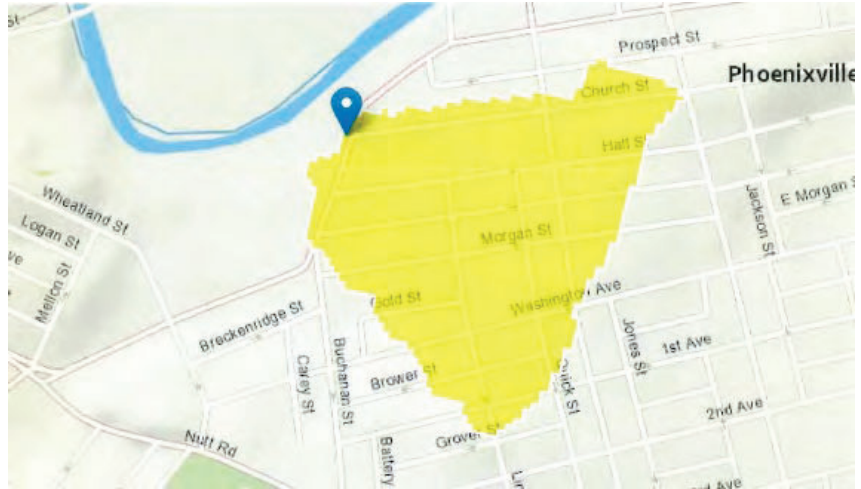
Borough of Phoenixville

Reference:

E. Jean Krack, Borough Manager
610-933-8801

Project Duration:

February 2023 to February 2024



RVE provided engineering services for a drainage study. This study was to address repeated and severe stormwater flooding issues in four locations within the borough. The flooding in these areas inundated public roadways and led to property damage. The borough received reports from property owners, along with photographic evidence of the flooding, and requested the assistance of RVE to investigate these issues.

The primary goal of the study was to develop recommendations for mitigating the flooding issues. RVE proposed to delineate watershed areas for the flooding at each study area using GIS collection equipment to collect data for unmapped storm sewers within the flooding area and downstream to the outfall or Borough boundary. RVE used this information, along with statewide LiDAR data, to model the performance of the existing stormwater collection and conveyance infrastructure.

RVE performed Hydrology and Hydraulic (H&H) modeling to calculate the stormwater flows within the watershed of each flooding area and to determine the capacity of the existing storm sewers. The H&H modeling enabled RVE to model the potential benefit of different mitigation measures such as installing additional storm sewers and inlets, improving the capacity of existing storm sewers, or the construction of new or enlarged detention basins. The report included recommendations on the location of new storm sewer and inlets, the length/size of storm sewer replacement, and detention basin sizing, as well as implementation guidance on property ownership, budgetary project costs, anticipated permitting, and estimated project timelines.

Phase I services included attending meetings with Borough Staff to review the project goals and available storm sewer mapping, reviewing available records, and performing field data collection for the Borough's storm sewer system within each of the watershed areas and downstream to the outfall or Borough boundary. RVE provided a detailed report presenting the results of the watershed study in each area along with recommendations for mitigating the flooding issues.

Townsend Street Combined Sewer Separation

Chester, PA

Client:

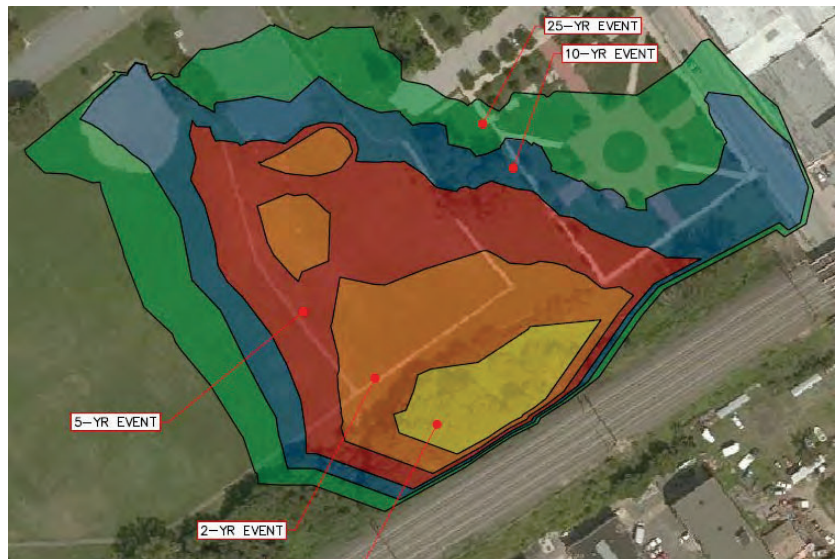
Delaware County Regional Water Quality
Control Authority (DELCORA)

Reference:

Robert Willert, Executive Director
610-876-5523
willertr@delcora.org

Project Duration:

February 2019 to Present



RVE was retained by DELCORA to provide preliminary and final engineering design services, project bidding, part-time construction inspection and contract administration for the separation of storm and sanitary sewer flows along Townsend Street and reduce the occurrence and severity of flooding within Veteran's Memorial Park. The project includes the construction of a new 38"x60" reinforced concrete elliptical pipe (RCEP) storm sewer along Townsend Street and the modification of two stormwater vaults. The new stormwater conveyance pipe will remove the park's stormwater discharge from the existing 48" combined sewer system (CSS) on Townsend Street and discharge it back into the system beyond the CSS regulator (CSO-5) and tide gates. The proposed RCEP will also intercept an existing PennDOT stormwater conveyance system, along with inlets.

The PennDOT stormwater conveyance system currently discharges to DELCORA's CSS between the regulator and tide gates. This configuration has previously resulted in stormwater backflowing into the interceptor to the Western Regional Treatment Plant (WRTP). The proposed configuration will redirect PennDOT flows, along with flows from the Park to a point downstream of the tide gates. This will eliminate a source of backflow to WRTP. Other work related to the project includes roadway reconstruction and the relocation of various utilities.

Preliminary engineering design services included a full hydrologic and hydraulic analysis confirming the level of service for conveyance, establishing the catchment/watershed area, confirming the proposed pipe diameters for all proposed stormwater conveyance piping improvement and serving as the foundation to support utility designs. Services also included report generation, meetings with stakeholders and report revisions from stakeholder meetings.

The methodology used in the hydrologic analysis consisted of the USDA Natural Resource Conservation Service Technical Release No. 55 (TR-55) Urban Hydrology for Small Watersheds for site runoff parameters and the USDA Soil Conservation Service unit hydrograph method as included in PondPack for Windows v8.i computer software, by Bentley Systems, Incorporated, for hydrograph determinations. The standard SCS unit hydrograph (Type II) was used in the analysis due to the location and character of the drainage area and its soils. Similarly, in order to determine if there would be any impact on the existing PennDOT conveyance system as a result of it being rerouted through the proposed RCEP conveyance system, associated inlet drainage areas were delineated and analyzed. The Rational Method was utilized in the analysis of these areas within StormCAD V8i (SELECTseries 5) computer software, by Bentley Systems, Incorporated.

Final engineering design services included final hydrologic and hydraulic analysis report generation, field survey, utility plan with profiles, jack and bore operation/plan generation, geotechnical engineering, permitting and relocation, technical specifications, traffic control/detour plan generation, erosion and sediment control plan with details, construction details, cost estimation and project coordination including meetings. RVE will also be providing project bidding, part-time construction inspection and contract administration services including submittal review/RFIs, construction phase engineering and project closeout.

Municipal Separate Storm Sewer System (MS4) Projects

Various clients throughout Pennsylvania – Partial Listing

Clients:

Charleroi Borough
Robinson Township
Kennedy Township
Lower Makefield Township
Middletown Township
Newtown Township
Yardley Borough
West Chester Borough
Upper Gwynedd Township
Phoenixville Borough
East Norriton Township



RVE has successfully managed the MS4 program for a multitude of clients over the last decade. Our firm is intimately familiar with the state statutes and requirements. In addition, we have excellent relationships with the PADEP and have been able to achieve positive results for our clients.

Our scope of work includes the following elements:

- Public Education & Outreach – Services include: filling out the Public Education Plan worksheet for submission to the PADEP; placing a stormwater newspaper ad in a local paper on behalf of the Municipality and documenting proof of the ad for submission to the PADEP; distributing stormwater brochures to businesses, residents and schools.
- Public Involvement & Participation – Services include: filling out the Public Involvement and Participation Plan worksheet for submission to the PADEP; presenting components of the MS4 Program and the Illicit Discharge Detection & Elimination Program at a public meeting; and continuing to work with the Municipality's Public Works Department for storm drain inlet stenciling throughout the Municipality per the DEP protocol.
- Illicit Discharge Detection & Elimination – Services include: performing visual screenings of the stormwater outfall during dry weather for the entire system; conducting field and laboratory tests of selected pollutants if dry weather flows are observed; assisting the Municipality in locating the source of the discharge if tested dry weather flow is beyond PADEP limits, determining if the flow is from illegal dumping or an improper connection, and taking the appropriate action to correct the discharge; and documenting all outfall screening activities using PADEP procedures.
- Construction Stormwater Runoff Management – Services include continuing to monitor construction site erosion and sediment controls for adherence to plan specifications and permit requirements in accordance with the Municipality's Stormwater Ordinance.
- Post-Construction Stormwater Runoff Management – Services include attending a meeting with the Municipality to discuss current stormwater best management practices (BMPs) and assisting the Municipality with their inventory regarding the current post-construction stormwater management BMPs to ensure operation and maintenance responsibilities are understood and monitored.
- Pollution Prevention & Good Housekeeping for Municipal Operations and Maintenance – Services include: providing direction on the required inspections of the municipality's stormwater system; attending meetings with the Public Works Departments to document the results of the inspection including its current condition, needed maintenance and repair, and plans to address any problems; working to update the current stormwater operation, maintenance and inspection program as necessary; updating the current vehicle operation, maintenance and inspection program as necessary; and assisting the Municipality in implementing their Vehicle Operations and Maintenance Program as well as their Stormwater Operations Maintenance and Inspection Program.

Sumneytown Pike Bridge Replacement Project

Upper Gwynedd Township, PA

Client:

Upper Gwynedd Township

Reference:

Sandra Brookley Zadell, Township Manager
215-699-7777
szadell@uppergwynedd.org

Project Duration:

October 2021 to Present



The Sumneytown Pike Bridge over Wissahickon Creek is a deteriorating single-span bridge with advanced corrosion and structural issues. The bridge's superstructure shows cracking, efflorescence and exposed reinforcing steel, while the concrete deck and seats show deterioration. The stone masonry foundation, supported by reinforced concrete abutments and wingwalls, is significantly deteriorated due to high-velocity storm flow and scour. The Township has decided to replace the bridge with a new structure after a condition assessment. The project received funding from a PennDOT MTF Grant of \$1,243,846.00 in April 2021. RVE submitted an additional MTF grant application in November 2022 for design phases and additional scope.

Upper Gwynedd Township has enlisted RVE to conduct a preliminary engineering study to explore alternatives for a bridge replacement. The study aimed to determine feasible alternatives and recommend the most suitable one based on various criteria. RVE conducted engineering studies, analysis and design to determine a recommended alternative. The TS&L report, in accordance with PennDOT standards, outlining the recommended alternative's details, including plans, elevation, cross-section, foundation concept and construction cost estimate.

The project involved surveys, control references and physical features measurements. Geotechnical engineering studies determined the foundation type, while environmental engineering assessed permits. Highway and traffic engineering improved safety, traffic flow and service levels, while utility coordination and structural engineering were crucial components. The study aimed to ensure the bridge's safety and functionality within the Wissahickon watershed.

Construction staging was determined to minimize disruption to the community, assessing its impact on residents, businesses and emergency services. Stakeholder coordination will be carried out. The final deliverables will include a draft TS&L report, geotechnical and environmental findings, design alternatives, selection criteria, recommended alternative description, cost estimate and TS&L plans.

RVE is providing engineering services for the Sumneytown Pike Bridge Replacement project, aiming to progress it to completion in 2025. The project involves surveying, environmental permitting studies, geotechnical analysis, bridge and roadway replacement design, roadway approach plans, traffic maintenance, erosion control, drainage plans and HEC-RAS analysis. RVE works closely with Township staff and other stakeholders to ensure the project's successful completion, meeting current policies and obtaining necessary approvals.

Ash Brook and Galloping Hill Golf Course Drainage Improvements

Union County, NJ

Client:

County of Union, NJ

Duration:

October 2022 to present



RVE is providing engineering services to improve the stormwater and stream conditions at the two County golf courses known as Ash Brook in Scotch Plains, NJ and Galloping Hill in Kenilworth, NJ. The two courses have been experiencing severe stream bank erosion and flooding during heavy rainstorms and the stream banks at both courses need to be reestablished and stabilized so that flooding occurrences of golf holes and golf cart pathways are minimized and properly maintained. Measures that will be taken to reduce the amount of flooding include the removal of silt deposits and fallen trees as well as improving the overall drainage conditions at the courses.

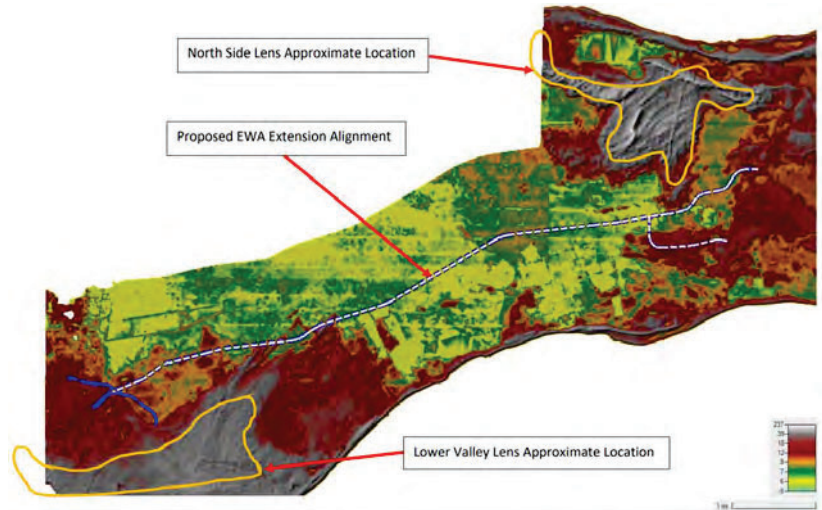
RVE is performing a Hydrologic and Hydraulic (H&H) Analysis for the Ash Brook Golf Course. A similar analysis and subsequent report were previously completed for the Galloping Hill Golf Course. These reports will be utilized in the development of preliminary plans. The H&H report includes a review of the upstream watershed and drainage areas entering the golf course to estimate the amount of inflow during storm events, the analysis of the existing capacity of the streams and water bodies on the golf course, an analysis of means and methods to increase capacity and reduce flooding on the golf course, a review of the downstream areas where the golf course is draining towards to ensure no negative downstream impacts and the outlining of the various intensity storms such as the 2, 10, 25, 50, 100 and 500-year storm and their impacts to the golf course.

Tasks include topographical and construction control surveys utilizing conventional ground survey techniques, the preparation of preliminary documents for the drainage improvements at each golf course and necessary documents for all necessary outside agency permits, final construction documents in accordance with NJDEP and County requirements, the preparation of documents and services required for bid advertisement and construction contract award, shop drawing/submittal review and answer any contractor's questions during the construction phase of the project and design services during construction.

Hydraulic and Hydrologic Studies related to the Proposed EW Arterial Expansion Project Grand Cayman Islands

Client:
National Roads Authority

Project Duration:
April 2022 to present



RVE provided engineering services to perform a Hydraulics and Hydrology study to inform the upcoming Environmental Impact Assessment of the planned extension of the East-West Arterial corridor to Frank Sound Road in Grand Cayman. The study is using rainfall data for the last 40 years to assist the development of watershed delineations and drainage flow patterns for the assessment of surface run-off because of existing and planned developments in the future.

Three software packages including QGIS, HEC-HMS and HEC-RAS were used to perform this study. The results of the rainfall study along with GIS information (LiDAR, land use, and soil information) were input into the models. QGIS was used to extract an approximate general limit of the study area from the larger GIS information that was provided by the client. HEC-HMS was used for delineating the drainage area and subcatchments from the terrain model and to define their characteristics for the model and rainfall-runoff studies. The outputs from the HEC-HMS model, including the delineated drainage area and hydrographs, were input to the US Army Corps of Engineer's Hydrologic Engineering Center River Analysis Program (HEC-RAS) for preparing two-dimensional flood maps of the study area. A two-dimensional hydraulic model was developed to prepare information to design the East-West Arterial Roadway on Grand Cayman Island. Various scenarios of rainfall events and the historic tropical Hurricane Ivan were studied.

Tasks include hydrologic research and analysis, the analysis of inland conveyances and watersheds hydrology, topographic mapping, soils and geology, and satellite imagery.



sent via email: DEdwards@west-chester.com

December 10, 2024

Don Edwards, Director of Public Works
Borough of West Chester
205 Lacey Street
West Chester, PA 19380

RE: Proposal for Professional Engineering Services
Goose Creek Flood Mitigation Study
Borough of West Chester, Chester County, Pennsylvania

Dear Mr. Edwards:

T&M Associates is pleased to provide the Borough of West Chester (Client) with this proposal for professional engineering services for the development of cost-effective recommendations to mitigate historical flooding associated with Goose Creek.

Project Background

T&M Associates is in receipt of a Request for Proposal email, transmitted on April 14, 2024, by the Borough of West Chester Staff. The RFP highlights the goal of generating recommendations to mitigate historical flooding associated with Goose Creek and provides fifteen (15) bulleted points to be utilized in generating a proposal scope.

It is understood that the calculations, plans, reports and/or documents included in the scope are solely for review by Borough of West Chester Staff. Documents will not be submitted to Authorities Having Jurisdiction (AHJ) for receipt of permits associated with proposed improvements. The Borough of West Chester will be responsible for obtaining access to private property within the Borough for T&M staff and/or its subconsultants. The scope of the Base Study extends from Route 202, northward to the intersection of Lacey Street and Magnolia Street/Maple Alley.

Additionally, alternatives to the Base Study are provided to enhance the results generated by the proposed Hydraulic and Hydrologic Analysis.

T&M offers the following scope and fees to provide professional services, prepare plans and reports to facilitate review of the staff and/or officials of the Borough of West Chester.

Scope of Services

BASE STUDY

PHASE 100: PRE-ENGINEERING SERVICES

LUMP SUM FEE TOTAL \$5,100

101. PROFESSIONAL LAND SURVEYING SERVICES

T&M will prepare a field survey of the of the stream channel and outer bank area of the stream for FEMA FIRM Cross Sections F, G and H. The detailed flood survey will generally represent the floodway through the cross-section plus an additional 50 feet past the FEMA Floodway



limit. The remaining elevations across the FEMA section will be determined from LIDAR Topographic mapping.

PHASE 200: SITE/CIVIL DESIGN SERVICES

LUMP SUM FEE TOTAL \$21,500

201. HYDROLOGIC/HYDRAULIC ANALYSIS

T&M will begin an updated HEC-RAS (Flood Study) analysis from the Route 202 Culvert northward to the intersection of Lacey Street and Magnolia Street/Maple Alley. The HEC-RAS analysis will use PASDA Lidar data supplemented with the limited survey data included in this scope. T&M will also field verify any fallen tree locations and gravel/silt deposits in the stream channel for evaluation for removal and estimated effect on floodwater elevations/extends. T&M will run existing flow scenarios for the 2- through 500-year storm events. Upon production of initial modelling results we will review with Borough officials for a confirmation of observations with known storm events and make adjustments as necessary. Thereafter, we will seek to rectify inconsistencies between the FEMA mapped floodplain lines and the HEC-RAS model results. We will plot the model results in a presentable format of what we believe is a better estimate of the actual existing floodplain conditions during various storm events.

Upon review of the existing HEC-RAS analysis, T&M will coordinate with Borough Staff on mitigation options within Goose Creek. T&M will then model the selected options (three maximum) as part of a sensitivity analysis of physical improvement modifications and resultant effect on the floodplain, as compared to the existing calculated floodplain. T&M will run proposed flow scenarios for the 2- through 500-year storm events. These results will be presented to the Borough for selection of a preferred option.

202. OPINION OF PROBABLE COST AND SCHEDULE

T&M will review the Flood Study analysis results with Borough staff, specifically the proposed mitigation options for Goose Creek in order to select the preferred option. Upon selection of the preferred mitigation option T&M will prepare an opinion of probable cost and approximate schedule (permitting and construction). The cost estimate will include estimates for associated Site Work and/or Earth Work.

Costs associated with Demolition, Erosion and Sediment Control, Landscaping, Temporary Construction Fencing, Traffic Control and Utility Relocation/Improvements will not be included in the cost estimate.

203. GOOSE CREEK MITIGATION REPORT AND PLAN

T&M will prepare a Mitigation Report for Borough Staff review containing the existing H&H Analysis, proposed H&H Analysis, summary of findings and recommendations, cited cost estimated, cited project schedule and a Mitigation Plan and associated mapping. The Mitigation Plan will contain a Plan view of the selected (preferred) mitigation option with an associated cross-section.

The plan set is being prepared for review by township staff and not intended for submission to Authorities Having Jurisdiction for permitting purposes. Preparation of plans, drawings, details and/or calculations for submission to AHJ will be completed at an additional cost.



PHASE 1100: MEETINGS, CONSULTATION, COORDINATION AND DOCUMENT REVISIONS
TIME AND MATERIAL BUDGETARY ESTIMATE \$5,500

T&M anticipates the following meetings, whether virtually or in person: five (5) meetings with Borough staff and client directed meetings. Additionally, one (1) revision of the Hydrologic and Hydraulic Study, Mitigation Plan, Opinion of Probable Cost, and Schedule is included with this phase. Due to the uncertainty, as to the extent of our requested involvement with meetings, project management, coordination, or the need for additional professional consultation, meetings will be completed on a time and materials basis.

ADDITIONAL SERVICES

ALTERNATE (ALT) ONE – EXPANDED LAND SURVEYING SERVICES **LUMP SUM FEE \$7,100**

To better characterize the hydraulics of the stream channel in the existing condition, we would recommend that the stream corridor have the bottom and top of banks field surveyed, and stream obstructions such as bridges and culverts, and other permanent obstructions of stream flow, be surveyed. The area of the recommend survey would be from the Borough Line to Lacey Street with an approximate total stream length of 2,400 feet. This effort will include obtaining vertical and horizontal locations of the stream channel. Typically, this would include survey locations every 50 feet, and, changes in channel alignment and slope. This information will be merged into the LiDAR surface allowing for a detailed three-dimensional stream corridor and overbank area to be created which could be hydraulically modeled within HEC-RAS.

REIMBURSEABLE EXPENSES

Reimbursable Costs will be billed on a reimbursable basis in accordance with our attached “Schedule of Miscellaneous Charges”. Reimbursable Expenses include, but is not limited to, reproductions, copies, plots, delivery costs, travel expenses, and express and standard mail costs.

FEE SUMMARY TABLE

Item No.	Description	Lump Sum Fees	Time and Mat. Budgetary Estimate Fees
PHASE 100	Pre-Engineering Services	\$5,100	
PHASE 200	Site/Civil Design Services	\$21,500	
PHASE 1100	Meetings, Consultation, Coordination And Document Revisions		\$5,500
SUBTOTAL		\$26,600	\$5,500

- ALT 1 – Expanded Land Surveying Services: Lump Sum Fee, \$7,100



Assumptions

The following assumptions have been used to determine T&M's efforts in performing the scope of services outlined above:

- It is assumed documents prepared in association with this proposal will not be submitted to AHJ. Document preparation for submission will be done at an additional cost.
- This scope does not include meetings with AHJ.
- The schedule prepared as a part of this scope is approximate.
- Five (5) meetings are anticipated with Borough Staff. Three (3) are assumed to be in person and two (2) are assumed to be virtual.
- One (1) Revision of documents is included.
- Borough staff is responsible for obtaining access to private property for T&M Staff and/or it's subconsultants.
- GPR and/or utility one call is not included within the survey scope.
- Environmental studies will be performed by others and the site will not require remediation.

If any of the above assumptions are inaccurate, please notify us and we will prepare a revised proposal. The previously described scope and fee has been established based on the assumptions.

Additional Services

The following additional services are not included in the scope of this proposal.

- Application(s) to AHJ including but not limited to Borough of West Chester, DEP and/or CCCD.
- Landscaping Design
- Utility Design
- Erosion and Sediment Control Design
- Post Construction Stormwater Management Design.
- Phase 1 Environmental Site Assessment
- Construction Administration including but not limited to RFI review, submittal review, Bid assistance, construction documents, construction inspections.
- Civil Specifications
- Environmental studies including but not limited to mitigation/compensation plan.
- Highway Occupancy Permits
- Payment of any permit fees or application fees for this project.
- Color Renderings, other than those cited above.
- Bid Phase Services including but not limited to review of Site Bid Packages, bidder RFI's.
- Off-site Water, Sanitary or Storm Main Design.
- Offsite stormwater management study or downstream drainage analysis.
- Traffic Signal Permit Plans, Right-of-Way Plans, Detour Plans, or other PennDOT Plans.
- Speed Studies.
- As-built plans, construction stakeout, setting property corner monuments and pins. Benchmarks for construction to be set under separate contract b/w T&M and the client.
- Subsurface Utility Survey.
- Easement Exhibits and Legal Descriptions.
- LEED design and consulting.
- Impact Studies including utilities, recreation, fiscal, municipal services, historic, archeological resources, environmental, and hydrogeologic.



- PA DEP Permits, other than those listed above, including Chapter 105 individual permits, joint permits, dam permits, enclosure permits and mitigation plans.
- Watercourse/wetland Jurisdictional Determination.
- Retaining wall, stairs, ADA ramps (not including curb ramps which are included), culvert, bridge, or other special structure design; trench shoring details, structural shop drawing review and/or concrete mix design review. It is understood that site retaining wall, stair, and ramp design that is attached to the building is to be provided by the architect.
- Specific Performance Standard Studies such as Capacity of Road Network, Impacts on Road Network, Water Consumption, Fire Protection, Noise, Dust, Odor, Heat, Glare, Vibration, Storage & Waste Disposal, Radioactivity & Electrical Disturbances, etc.
- Environmental Assessment Reports (Phase I, II, or III) and any exploratory or testing work; interpretations or conclusions related to determination of potential chemical, toxic, radioactive, or other types of contaminants on the site.
- Detailed tree survey of wooded tree cluster areas unless required by ordinance.
- Endangered species analysis & Phase II assessment report.
- Work associated with revisions resulting from changes to local, state and/or federal codes and regulations, enacted after the date of this proposal unless should have been reasonably anticipated or known.
- Adjoining property notifications (if required, it is assumed that this will be handled by the client's attorney and Township)
- NPDES Notice of Termination.
- Additional work not identified as part of the Scope of Services.
- Landscaping design above code required landscaping.



We thank you for the opportunity to submit this proposal, and we look forward to working with you on the successful completion of this project. Should you have any questions or require any additional information, please do not hesitate to contact us. Should you find the terms of this proposal and our Terms and Conditions of service acceptable please indicate your acceptance by signing below and returning one (1) copy to this office.

Very truly yours,
T&M Associates Consulting Engineers

A handwritten signature in black ink, appearing to read 'David Stewart', written over a horizontal line.

David Stewart
Group Manager

A handwritten signature in black ink, appearing to read 'Keith Lieberman', written over a horizontal line.

Keith Lieberman, PE
Senior Vice President Operations, Regional Operations Manager

The undersigned, having power to bind the Client, has read, understood, and hereby accepts this proposal.

(Signature)

(Print name)

(Date)



STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms & Conditions shall govern the performance of services pursuant to this Agreement.

As used herein, the term "Client" refers to the Client identified in T&M's Proposal / Scope of Services. The term "T&M" refers to T&M Associates. The Client and T&M may be referred to individually as a "Party" or collectively as the "Parties". The term "Agreement" refers to this contract between T&M and the Client consisting of (1) the T&M Proposal / Scope of Services, and (2) these Standard Terms and Conditions. The "Project" is identified in T&M's Proposal / Scope of Services.

1. SCOPE OF SERVICES.

- a. Descriptions of the services to be provided by T&M are set forth in the Proposal/Scope of Services (*the "Services"*). Services not set forth in the Scope of Services, or specifically itemized as additional services, are excluded from the scope of T&M's Services (*the "Additional Services"*) and T&M assumes no responsibility to perform such Additional Services. If any Additional Services become necessary during the course of the Project, T&M can perform such Additional Services in accordance with a written agreement between the Client and T&M for such Additional Services.
- b. T&M shall have no obligation to commence the Services as stipulated in this Agreement and / or any associated work authorization until both this Agreement and any applicable work authorization are fully executed and delivered to T&M.

2. COMPENSATION.

- a. **B I L L I N G R A T E S** . Client shall compensate T&M at the billing rates identified in T&M's Proposal. Unless otherwise provided in the Proposal, compensation for Services shall be based on T&M's Schedule of Hourly Billing Rates and Schedule of Miscellaneous Charges in effect at the time Services are performed.
- b. **R E I M B U R S A B L E E X P E N S E S** . Client shall pay T&M for reimbursable expenses according to the current Schedule of Miscellaneous Charges including, without limitation, application fees, printing and reproduction, courier and express delivery service, bulk / special mailings, facsimile transmissions and other costs of acquiring materials specifically for Client and related charges.
- c. **I N V O I C E S** . T&M shall submit invoices monthly and payment in full is due and payable thirty (30) days from the date of T&M's invoice. Services shall be billed at a minimum increment of 0.25 hour. If Client fails to make any payment due T&M for services and expenses within thirty (30) days after receipt of invoice, the amounts due T&M will accrue interest at the rate of one percent (1.0%) per month until paid in full.
- d. **S U S P E N S I O N O F S E R V I C E S** . Once a payment is PAST DUE, the Client shall be deemed to be in breach of this Agreement and any other agreements between the Client and T&M. If a payment is PAST DUE, T&M may suspend performance of all Services provided to the Client until T&M has been paid all amounts due and T&M shall have no liability whatsoever to the Client for any costs, delays or damages resulting from T&M's suspension of services caused by the Client's breach of this Agreement.
- e. **T E R M I N A T I O N** . Client or T&M may terminate this Agreement with ten (10) days prior written notice for convenience or cause. In the event of termination, T&M shall be paid for all services rendered and costs incurred up to the date of termination in accordance with the payment terms herein.
- f. **C O L L E C T I O N C O S T S** . In the event legal action is necessary to enforce the payment provisions of this Agreement, T&M shall be entitled to recover from the Client the reasonable attorneys' fees, court costs and expenses incurred by T&M in connection therewith.
- g. **F E E D B A C K & A N N U A L A D J U S T M E N T** . The hourly rates charged for T&M employees are adjusted annually in January to reflect changes in the various elements that comprise such hourly rates with a corresponding adjustment in fee. All adjustments in rates will be in accordance with generally accepted practices consistent with T&M's procedures.

3. STANDARD OF CARE.

The standard of care for all professional services performed or furnished by T&M under this Agreement will be the care and skill ordinarily used by members of T&M's profession practicing under similar circumstances at the same time and in the same locality and based on facts and information available at the time services are provided. T&M makes no warranties, expressed or implied in connection with T&M's Services.

4. OWNERSHIP AND USE OF DOCUMENTS.

All reports, plans, specifications, computer files, field data, notes and other files and documents prepared by T&M pursuant to this Agreement (the "Documents") are instruments of T&M's professional services and T&M shall retain an ownership and property interest therein. Provided full payment for Services rendered and costs incurred is made by the Client to T&M, T&M grants to the Client a license to use the Documents for the purpose of constructing, occupying and maintaining the Project. The Documents are not intended or represented to be suitable for reuse by the Client or others on extensions of this Project or on any other project. Any reuse, dissemination, or modification of the Documents without T&M's written approval shall be at Client's sole risk and without liability to T&M and the Client agrees to indemnify, defend and hold harmless T&M from all claims, damages and expenses, including attorneys' fees and costs, arising out of such reuse by the Client or by others acting through the Client.

5. CONFIDENTIALITY.

All information that the Client deems confidential shall be prominently branded "Confidential Information" prior to releasing said information to T&M. T&M will not intentionally divulge information regarding the Project that the Client designates as confidential, except (i) to the Client or parties designated by the Client; (ii) in response to a subpoena or other similar legal requirements; and / or (iii) in the event that withholding such information could create risk of significant harm to the public. Information that is in the public domain, that is provided to T & M by third parties is not considered confidential. Any information that is not clearly marked "Confidential Information" by the Client prior to disclosure to T&M shall not be deemed as confidential. Pursuant to T&M's company retention policy, both Parties shall retain copies of any and all Confidential Information, which shall remain confidential, for archival purposes. The Client authorizes T&M to identify the Client as a T&M client and use photographs or illustrations of the Project and non-confidential information in any sales or marketing literature.

6. CONSTRUCTION COST ESTIMATES.

The Client shall advise T&M in writing of any budgetary limitations for the overall cost of construction. T&M will endeavor to work within such limitations and will, if requested and included within the Proposal / Scope of Services, submit to the Client an opinion of probable construction cost. Opinions of probable construction cost will represent T&M's reasonable judgment as a design professional familiar with the construction industry but do not represent, warrant or guarantee that bids or negotiated prices will not vary or exceed budgets or opinions of probable cost or evaluations prepared or agreed to by T&M. The Client acknowledges that neither T&M nor the Client has control over the cost of labor, materials or methods by which contractors determine prices for construction, competitive bidding, markets, or negotiation conditions.

7. RESPONSIBILITY DURING CONSTRUCTION.

T&M's Services during the construction phase are intended to provide the Client a greater degree of confidence that the completed work of contractor(s) will conform in general to the approved plans and related documents. T&M will endeavor to observe the progress and quality of the executed work of contractor(s) and determine in general if such work is proceeding in accordance with the requirements of the Project. T&M shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of such work. T&M shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by contractors or the safety precautions and programs incident to the work of contractor(s) or for any failure of any contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to a contractor furnishing and performing the work. Accordingly, T&M neither guarantees the performance of any contractor nor assumes any responsibility for any contractor's failure to furnish and perform its work in accordance with the contract documents. T&M shall not be responsible for the acts or omissions of the Client, the Client's other consultants, contractors and their respective subs, agents or employees, or other persons for whom the Client is responsible.

8. SITE CONDITIONS.

T&M shall not be liable for damage or injury to any subterranean structures (*including, but not limited to, utilities, mains, pipes, tanks, and telephone cables*) or any existing subterranean conditions; or the consequences of such damage or injury, if (*with respect to this clause*) (i) such structures or conditions were unknown and were not identified or shown, or were incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions are encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure are at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the surface of the ground are encountered that differ materially from those ordinarily encountered and are generally recognized as inherent in work of the character provided under this Agreement.

The Client shall provide to T&M all plans, maps, drawing and other documents identifying the location of any subterranean structures on the Site. Prior to location of any drilling or excavation below the ground surface, T&M shall

obtain the concurrence of the Client as to the location for such drilling or excavation. Should: (i) subterranean structures or existing subterranean conditions be unknown and not identified or shown, or be incorrectly shown, in information or on plans furnished to or obtained by T&M in connection with the Services; (ii) concealed conditions be encountered in the performance of the Services; (iii) concealed or unknown conditions in an existing structure be at variance with the conditions indicated by the Proposal / Scope of Services or work authorization; or (iv) unknown physical conditions below the ground differ materially from those ordinarily encountered and generally recognized as inherent in work of the character provided under this Agreement; then the amount of this Agreement and / or time for performance shall be equitably adjusted by change order upon claim by either Party made within twenty (20) days after the first observance of the conditions.

The Parties agree that reports prepared by or on behalf of T&M pertaining to site conditions, including, but are not limited to, environmental, geotechnical or geologic reports (*hereinafter collectively the "Site Condition Reports"*), are prepared for the exclusive use of the Client and its authorized agents, and that no other party may rely on the Site Condition Reports unless T&M agrees in advance to such reliance in writing. The Site Condition Reports are not intended for use by others, and the information contained therein is not applicable to other sites, projects or for any purpose, except the one originally contemplated in the Services. The Client acknowledges that the Site Condition Reports are based on conditions that exist at the time a study is performed and that the findings and conclusions of the Site Condition Reports may be affected by the passage of time, by man-made events such as construction on or adjacent to the site, or by natural events such as floods, earthquakes, slope instability or groundwater fluctuations, among others. The Parties agree that interpretations of subsurface conditions by T&M and / or its subcontractors may be based on limited field observations including, without limitation, from widely spaced sampling locations at the site of the Project. The Client acknowledges that site exploration by T&M and / or its subcontractors will only identify subsurface conditions at those points where subsurface tests are conducted or samples are taken. The Parties agree that T&M and / or its subcontractors may review field and laboratory data and then apply professional judgment to render an opinion about subsurface conditions at the site of the Project and that the actual subsurface conditions may differ, sometimes significantly, from those indicated by T&M and / or its subcontractors. The Client agrees that any report, conclusions or interpretations will not be construed as a warranty of the subsurface conditions by T&M and / or its subcontractors. The Parties further agree that no warranty or representation, express or implied, is included or intended in any reports, conclusions, or interpretations prepared by or on behalf of T&M pertaining to the site conditions.

9. UNANTICIPATED CONDITIONS.

If during the performance of T&M's services, any unanticipated conditions are observed, which in T&M's judgment may affect the Proposal / Scope of Services, T&M will notify the Client. The Client agrees that the discovery of such unanticipated conditions constitutes a significant change in the Proposal / Scope of Services. Based on T&M's evaluation of unanticipated conditions, T&M is authorized to take any of the following action: (a) Complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; or (b) Stop Work pending written agreement with the Client to modify the Scope of Services and Fees as required by the previously unanticipated conditions; or (c) Terminate the Services effective on the date specified by T&M in writing. The Client shall waive any claim against T&M and agrees to indemnify, defend and hold T&M harmless from any claim of liability for injury or loss arising from the encountering of unanticipated conditions.

10. HAZARDOUS CONDITIONS.

It is acknowledged by both parties that T&M's Scope of Services does not include any services related to asbestos or hazardous or toxic materials. T&M shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to hazardous materials or toxic substances in any form at the Project site. In the event T&M or any other party encounters asbestos or hazardous or toxic materials at the site of the Project, or should it become known in any way that such materials may be present at the site of the Project or any adjacent areas that may affect the performance of T&M Services, T&M may, at its sole option and without liability for consequential or any other damages, suspend performance of Services on the project until the Client takes steps to identify, abate and/or remove the asbestos or hazardous or toxic materials, and to warrant that the site of the Project is in full compliance with applicable laws. If, in T&M's sole opinion, site conditions represent a threat to the public health or an environmental hazard, T&M will so advise the Client, so the Client may notify appropriate authorities. If the Client fails to act in a responsible manner, T&M may notify the appropriate authorities. The Client waives any claim against T&M and agrees to defend, indemnify and save T&M harmless from any claim or liability arising from the conditions or notifications of conditions at the site.

11. FORCE MAJEURE.

T&M is not responsible for delays caused by factors beyond T&M's reasonable control, including, but not limited to,

delays due to strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or owner of the Project to furnish timely information or to provide review comments promptly; or delays caused by faulty performance by the Client, consultants or contractors at any level.

12. CONSEQUENTIAL DAMAGES.

In no event shall T&M be liable in contract, tort, strict liability or otherwise for any incidental, special, indirect, consequential, punitive or exemplary damages, including but not limited to loss caused by delay, commercial loss, or lost profits or revenues or opportunities resulting from any service furnished by T&M under this Agreement.

13. INSURANCE.

- a. **LIMITS**. T&M shall maintain for the term of this project the following types of insurance and minimum limits: (i) Worker's Compensation and Employer's Liability insurance, per statutory limits; (ii) Comprehensive General Liability Insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; (iii) Comprehensive Automobile Liability insurance, a total of \$1,000,000 each occurrence and \$2,000,000 in aggregate; and (iv) Professional Errors and Omissions insurance with a per claim limit of not less than \$3,000,000. Certificates for policies of insurance will be provided to the PROJECT OWNER upon request.
- b. **WAIVER OF SUBROGATION**. Both Parties waive all rights against each other and their respective subconsultants, subcontractors, employees, and agents for any and all damages caused by fire or other causes of loss to the extent covered by insurance set forth herein, except such rights as they may to the proceeds of insurance. The waiver shall be effective as to a person or entity (a) even though that person or entity would otherwise have a duty of indemnification, contractual or other, (b) even though that person or entity did not pay the insurance premium directly or indirectly, or (c) whether or not the person or entity had an insurable interest in the damaged property.

14. INDEMNIFICATION.

T&M agrees, subject to the provisions contained herein, to indemnify the Client, and the Client's officers, directors and employees, from and against any losses, damages and judgments arising from claims by third parties but only to the extent they are found to be caused solely by T&M's negligent acts, errors or omissions in the performance of professional services under this Agreement. T&M's obligation to indemnify and hold harmless the Client and its officers, directors, and employees does not include a duty to defend. This indemnification provision is subject to and limited by the provisions agreed to by the Client and T&M in the "Limitations of Liability" section of these Standard Terms and Conditions.

The Client agrees, subject to the provisions contained herein, to indemnify T&M, and T&M's officers, directors and employees, from and against any losses, damages and judgments caused by the Client's acts, errors or omissions and by any of Client's contractors, subcontractors or consultants or anyone for whom the Client is legally liable.

15. LIMITATION OF LIABILITY.

The Client and T&M agree that T&M's total liability for any and all losses, judgments, injuries, claims, expenses and damages arising out of, resulting from or in any way relating to this Agreement or T&M's Services, shall be limited to T&M's total fee for Services rendered on this Project, **\$\$\$**. The Client hereby releases T&M from any liability above such amount. The Client waives such claims and causes including, but not limited to, negligence, professional errors or omissions, direct or indirect damages, delays, consequential damages, lost profits, strict liability, and breach of contract or breach of warranty.

16. GOVERNING LAW.

The laws of the State within which the Project is located will govern the validity of this Agreement, its interpretation and performance.

17. INDEPENDENT CONTRACTOR.

Unless otherwise provided in our proposal, T&M is and shall be an independent contractor in the performance of services under the Agreement, maintaining complete control of its employees and operations and neither T&M nor anyone employed by T&M shall be the agent, representative, employee or servant of the Client in the performance of services under this Agreement.

18. ASSIGNMENT.

Neither T&M nor the Client shall assign or transfer their interest in the Agreement without the written consent of the other Party. However, nothing contained in this paragraph shall prevent T&M from employing such consultants or subconsultants as T&M may deem appropriate. The covenants and agreements contained herein shall apply to and be binding upon the Parties hereto and upon their respective assigns and successors.

19. WAIVER OF JURY TRIAL.

The Client and T&M specifically waive their rights to a jury trial to resolve any and all claims, including, but not limited to, those sounding in contract, tort or statute, against the other arising out of or connected in any way to this Agreement and Project because the Parties hereto believe that the complex commercial and professional aspects of their dealings with one another make a jury determination neither desirable nor appropriate.

20. DISPUTE RESOLUTION.

The Client and T&M agree that they shall submit any and all unsettled claims, counterclaims or other unresolved disputes to non-binding mediation, where each Party shall pay its own costs and fifty percent (50%) of the mediator's fees. This provision shall not apply to fee collection lawsuits. Any and all claims and / or causes of action between the Parties arising out of or relating to this Agreement may be brought by either Party within eight (8) years of substantial completion of the Project or termination of this Agreement, whichever is sooner.

21. SEVERABILITY.

If any provision contained herein is held to be unenforceable by a court of law or equity, the Agreement shall be construed as if such provision did not exist and the unenforceability of such a provision shall not be held to render any other provision of the Agreement unenforceable.

22. SURVIVAL.

The express representations, indemnification and limitations of liability contained in this Agreement will survive the completion of all services of T&M under this Agreement or the termination of this Agreement for any reason.

23. EXECUTION.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same agreement. Execution and delivery of this Agreement may be evidenced by e-mail or facsimile transmission.

24. ENTIRE AGREEMENT.

This Agreement (*consisting of (1) Proposal / Scope of Services and (2) Standard Terms & Conditions*) comprises the final and complete agreement between the Client and T&M. It supersedes all prior or contemporaneous communications or Agreements, whether oral or written, relating to the subject matter of this Agreement. Execution of this Agreement signifies that each Party has read the document thoroughly, has had the opportunity to have questions explained by independent counsel and accepts the terms and conditions contained herein. Amendments to this Agreement shall not be binding unless made in writing and signed by both the Client and T&M. In the event the Client provides any kind of work authorization whatsoever, verbal or written, for the commencement of T&M's Services or any Additional Services, or any portions thereof, prior to the Client's execution of this Agreement, these terms and conditions, including terms of payment herein, shall govern the Services performed by T&M pursuant to the Project and shall be binding upon the Parties. To the extent the Client provides its own agreement and that agreement is silent with respect to any term or condition expressed herein, these conditions shall prevail and shall be binding upon the Parties. In the event of a conflict between the Standard Terms and Conditions and the Proposal / Scope of Services, the Standard Terms and Conditions will control.



2024 Schedule of Hourly Billing Rates

BILLING TITLE	BILLING RATE/HR	TYPICAL FUNCTIONAL TITLES
TECHNICAL AND FIELD STAFF ENTRY LEVEL	\$110.00	Junior Technician, Junior Landscape
FIELD STAFF - GRADE 1	\$110.00	Technician-1, Inspector-1
TECHNICAL STAFF - GRADE 1, ADMINISTRATIVE SUPPORT STAFF	\$120.00	Technician-1, Graphics Operator, All Clerical / Secretarial / Administrative Support Titles not otherwise classified
FIELD STAFF - GRADE 2	\$120.00	Technician-2 (Survey),Inspector-2
TECHNICAL STAFF - GRADE 2 PROFESSIONAL ENTRY LEVEL	\$125.00	Technician-2, Professional Intern
FIELD STAFF - GRADE 3	\$125.00	Technician-3, Inspector-3
TECHNICAL STAFF GRADE 3	\$135.00	Technician-3, Senior CADD Technician
FIELD STAFF - GRADE 4	\$135.00	Senior Technician (Survey), Senior Inspector
TECHNICAL STAFF - GRADE 4 PROFESSIONAL I	\$145.00	Designer, Senior Engineering Technician, Assistant Engineer, Staff Designer, Planner, Landscape Architect or Environmental Scientist, Graphics Coordinator
FIELD STAFF - GRADE 5	\$155.00	Principal Technician (Survey), Principal Inspector, Party Chief
TECHNICAL STAFF - GRADE 5 PROFESSIONAL II	\$170.00	Senior Designer, Principal Technician, Staff-1 (Designer, Engineer, Planner, Landscape Architect or Environmental Scientist), Information System Support Specialist
PROFESSIONAL III SUPERVISING FIELD STAFF	\$190.00	Staff-2 (Designer, Engineer, Planner, Landscape Architect or Environmental Scientist), Senior Party Chief, Chief Inspector, Supervising Technician
PROFESSIONAL IV SUPERVISING TECHNICAL STAFF	\$210.00	Senior Staff Engineer, Planner, Environmental Planner, Landscape Architect or Scientist, Principal Designer
PROFESSIONAL V (Field and Support)	\$225.00	Principal Surveyor, Supervising Inspector, Accounting Manager, Information System Manager, Computer Design Supervisor
PROFESSIONAL V	\$245.00	Principal (Engineer, Planner, Environmental Planner, Landscape Architect, Staff Designer, Environmental Scientist, Hydrogeologist) Robotic Station Surveyor (including equipment)
SUPERVISING PROFESSIONAL UNIT SUPERVISOR, PROFESSIONAL VI	\$260.00	Supervising (Engineer, Planner, Landscape Architect, Surveyor or Environmental Scientist, Unit Supervisor)
GROUP MANAGER, PROFESSIONAL VII	\$280.00	Group Manager, Assistant Division Manager, Regional Office Manager
PRINCIPAL, MANAGER, PROFESSIONAL VIII, IX	\$315.00	Principal, Division Manager, Corporate Level Manager, Regional Client Service Manager, Senior Consultant, Chief Engineer

PA-SEPA23

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Parking Services

SUB: PURCHASE ORDER REQUEST

DATE: 6/16/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Johnson Controls

Contact Dean Kemp

Address 18 Boulden Cir
New Castle, DE, 19720-3494

Phone (302) 290-7339

Email dean.murray.kemp@jci.com

Fax

Justification

Bicentennial Conduit Replacement

TOTAL AMOUNT TO BE PAID:	\$ 16,250.00
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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

Ramsey Reiner Digitally signed by Ramsey Reiner
Date: 2025.06.16 09:03:53 -04'00'

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 0944545

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 _____

PROPOSAL AND SERVICE AGREEMENT

Date: 05-30-2025	Customer #: 60632	Prepared By: Dean Kemp
SR#:	Proposal #: CPQ-950904	Employee Number: 230274
Quote Ref: Bicentennial Parking Garage - Conduit Replacement - CPQ-950904		Phone #:
		Email: dean.murray.kemp@jci.com
Purchaser Contact Information:		
	Phone: 302-290-7339	Email: chankins@colonialparking.com
Name: Chris Hankins		

Johnson Controls Fire Protection LP ("Company"), for and in consideration of the prices herein named, proposes to furnish the work, and or materials hereinafter described, subject to the terms and conditions of this Agreement.

Ship To Information	Bill To Information
Bicentennial Parking Garage , 20 South High St. , WEST CHESTER, PA, 19382 .	Borough of West Chester , 401 E Gay St, WEST CHESTER, PA, 19380-2729 .

Scope of Work:

Johnson Controls Fire Protection, LP hereby presents the following proposal for review:

Project Details:

This project includes pricing to replace the existing conduit and wire that runs from the ground floor up to the 4th floor of the parking garage. The existing conduit is completely deteriorated, and as such has compromised the wire for the fire alarm devices on each floor. The smoke detector, pull station, and horn/strobe on floors 1-4 will be disconnected and reused. JCI FP, along with an Electrical Contractor will work over 4-Days to remove/replace the damaged/compromised conduit and wire in this run. New EMT conduit, junction boxes, and fire alarm wire will be installed in order to reconnect the devices on levels 1-4. Upon completion, JCI FP will test and verify the functionality of the initiation and notification appliances on levels 1-4. This project pricing assumes that all related initiating and notification devices are in proper working order. Any device that requires replacement will result in additional charges to be submitted via Change Order.

Inclusions:

- ~~Labor to install~~
- Project Management and Support
- 1 Year Warranty from date of completion
 - Only valid on the material and wiring as it directly relates to this project.

Exclusions:

- ~~New 120VAC to any panels.~~
- Patching and painting.
- Liquidated damages.
- Network Configurations
- Phone lines.
- Monitoring Services.
- Any mechanical interfaces, which includes elevator(s) and HVAC.



Johnson Controls Fire Protection LP
18 Boulden Cir
New Castle,DE,19720-3494

www.johnsoncontrols.com

- Any additional code upgrades deemed necessary by the local AHJ, to include PE Stamps will result in additional costs.
- Any ADA requirements.

Should there be any questions or concerns pertaining to any aspect of this project or quote, please contact:
Dean M. Kemp -- Johnson Controls FP Electronic Service Sales
Dean.Murray.Kemp@jci.com
302-290-7998

To the extent applicable, Johnson Controls has included an estimate only for all state and local sales tax for this quote. The actual sales tax due will be calculated and billed upon issuance of an invoice, unless a valid exemption and/or resale certificate is received by Johnson Controls. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.

Prevailing Wage Required? Certified Payroll Required? Customer/Site Tax Exempt?	No No No	Working Hours: Based on normal business hours Mon-Fri 7:30AM-4:00PM unless otherwise noted.
Payment Terms: Net 30		Total quote value: \$16,250.00
☒ Fixed Price	☐ Labor and Material	☐ NTE
"This Proposal is valid for 30 days"		
Name: _____ Title: _____ PO#: _____ Signature: _____		Johnson Controls Fire Protection LP 18 Boulden Cir New Castle ,DE 19720-3494

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

TERMS AND CONDITIONS

1. Term. The Initial Term of this Agreement shall commence on the date of this Agreement and continue as set forth herein. After the Initial Term, this Agreement shall automatically extend for successive terms equal to the same length as the Initial Term unless Customer or Company gives written notice to the other that it does not want to renew at least sixty (60) days prior to the end of the then-current term (each a "Renewal Term"). The Initial Term and any Renewal Term may be referred to herein as the "Term."

2. Payment and Invoicing. Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due thirty (30) days from the date of invoice, which shall be paid by Customer via electronic delivery via EFT/ACH. Such payment is a condition precedent to Company's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the invoice date. Payments of any disputed amounts are due and payable upon resolution. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and Customer's failure to make payment in full when due is a material breach of this Agreement. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to Company and will give Company, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any Services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend Company's obligations under or terminate this Agreement; (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full; and (iii) pay all of JCI's costs of collection, including (1) actual out of pocket expenses and (2) charge Customer a collection fee of twenty-five percent (25%) of the past due amount if collected through a collection agency or attorney and thirty-five percent (35%) if litigation is commenced to collect such past due amount. Company's election to continue providing future services does not, in any way diminish Company's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. Company shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of Services for non-payment. In the event that there are exigent circumstances requiring services or the Company otherwise performs Services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or Company's efforts to collect payment, Customer shall immediately notify Company in writing and explain the basis of the dispute. Customer agrees to pay all of Company's reasonable collection costs (including legal fees and expenses). In the event of Customer's default, the balance of any outstanding amounts will be immediately due and payable. Customer shall provide financial information requested by Company to verify Customer's ability to pay for goods or

services. If Customer fails to provide financial information or if Company, in its sole discretion determines that reasonable grounds exist to question Customer's ability or willingness to make payments when due (e.g., not making payments when due, late payments, or a reduction in Customer's credit score), Company may defer shipments, change payment terms, require cash in advance and/or require other security, without liability and without waiving any other remedies Company may have against Customer. Company shall provide Customer with advance written notice of changes to payment terms. Customer agrees to issue and send a purchase order to Company at least thirty (30) days prior to expiration of the Initial Term or any Renewal Term if necessary for payments to be processed, but failure to do so is not a pre-condition to Renewal Term payments being due to Company. No purchase order is required for any emergency work requested by Customer. Customer shall have no right to reject such invoices due to the lack of a purchase order.

3. Pricing. The pricing set forth in this Agreement is based on the number of devices and services to be performed as set forth in this Agreement. If the actual number of devices installed or services to be performed is greater than that set forth in this Agreement, the price will be increased accordingly. Company may increase prices upon notice to Customer to reflect increases in material and labor costs. Prices do not include taxes, fees, duties, tariffs, false alarm assessments, permits and levies or other charges imposed and/or enacted by a government, however designated or imposed (collectively, "Taxes"). All Taxes are the responsibility of Customer, unless Customer presents an exemption certificate acceptable to Company and the applicable taxing authorities. If Company is required to pay any such Taxes or other charges, Customer shall reimburse Company on demand. If any such exemption certificate is invalid, then Customer will immediately pay Company the amount of the Taxes, plus penalties and interest. Prices may be adjusted by Company prior to shipment to take into account increases in the cost of raw materials, component parts, third party products or labor rates or taxes; Trade Restrictions (as defined below); government actions; or to cover any unforeseen or other extra cost elements. "Trade Restrictions" means any additional or new tariff/duty, quota, tariff-rate quota, or cost associated with the withdrawal of tariff/ duty concessions pursuant to a trade agreement(s).

This Agreement is entered into with the understanding that the services to be provided by Company are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the services to be provided by Company, Company reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. If this Agreement is renewed, Company will provide Customer with notice of any adjustments in the contract price applicable to any Renewal Term. Unless Customer terminates the Agreement at least sixty (60) days prior to the start of such Renewal Term, the adjusted price shall be the price for the Renewal Term. If this Agreement extends beyond one year, Company may increase prices upon notice to Customer.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in this Agreement. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance

with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of protection services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company here under are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury. Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences there from that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences there from, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an aggregate amount equal to the Agreement price (as increased by the price for any additional work) or, where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Company's liability with respect to Monitoring Services is set forth in Section 18 of this Agreement. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE, FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY CUSTOMER OR ANY THIRD PARTY. To the maximum extent permitted by law, in no event shall Company and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, Company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Antiterrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§441-444 (the "SAFETY

Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or the respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer's responsibility with respect to indemnification and defense of Company with respect to Monitoring Services is set forth in Section 18 of this Agreement.

8. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. - 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. All work performed unscheduled unless otherwise specified in this Agreement. Appointments scheduled for four-hour window. Additional charges may apply for special scheduling requests (e.g. working around equipment shutdowns, after hours work). Company will perform the services described in the Service Solution ("Services") for one or more system(s) or equipment as described in the Service Solution or the listed attachments ("Covered System(s)"). UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

9. Customer Responsibilities. Customer shall regularly test the System(s) in accordance with applicable law and manufacturers' and Company's recommendations. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon inspection, Company determines that repairs are recommended, repair charges will be submitted for approval by

Customer's on-site representative prior to work. Should such repair work be declined, Company shall be relieved from any and all liability arising therefrom. Customer further agrees to:

- provide Company clear access to Covered System(s) to be serviced including, if applicable, lift trucks or other equipment needed to reach inaccessible equipment;
- supply suitable electrical service, heat, heat tracing adequate water supply, and required system schematics and/or drawings;
- notify all required persons, including but not limited to authorities having jurisdiction, employees, and monitoring services, of scheduled testing and/or repair of systems;
- provide a safe work environment;
- in the event of an emergency or Covered System(s) failure, take reasonable precautions to protect against personal injury, death, and/or property damage and continue such measures until the Covered System(s) are operational; and
- comply with all laws, codes, and regulations pertaining to the equipment and/or Services provided under this Agreement. Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement.

JCI may terminate the Services immediately upon notice to the Customer if JCI, in its sole discretion determines that the Customer's premises are unsafe to be accessed by JCI's employees or subcontractors. JCI may terminate the Services upon notice to the Customer, if Customer does not follow JCI's recommendations for updates and upgrades to the equipment and systems.

Customer represents and warrants that it has the right to authorize the Services to be performed as set forth in this Agreement. Customer is solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply Company secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access. Customer is responsible to take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

10. Repair Services. Where Customer expressly includes repair, replacement, and emergency response services in the Service Solution section of this Agreement, such Services apply only to the components or equipment of the Covered System(s). Customer agrees to promptly request repair services in the event the System becomes inoperable or otherwise requires repair. The Agreement price does not include repairs to the Covered System(s) recommended by Company as a result of an inspection, for which Company will submit independent pricing to Customer and as to which Company will not proceed until Customer authorizes such work and approves the pricing. Repair or replacement of non-maintainable parts of the Covered System(s) including, but not limited to, unit cabinets, insulating material, electrical wiring, structural supports, and all other non-moving parts, is not included under this Agreement.

11. System Equipment. The purchase of equipment or peripheral devices, (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company, Customer or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a

material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

12. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

13. Availability and Cost of Steel, Plastics & Other Commodities. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, upon notice to Customer and at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

14. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

15. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- Space in which work must be performed that, because of its construction, location, contents or work activity therein, accumulation of a hazardous gas, vapour, dust or fume or the creation of an oxygen-deficient atmosphere may occur,
- "permit confined space," as defined by OSHA for work Company performs in the United States;
- risk of infectious disease;
- need for air monitoring, respiratory protection, or other medical risk; or
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are herein after referred to as "Hazardous Conditions." Company shall have the right to rely on the representations listed above. If Hazardous Conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control, and Company shall have no obligation to further perform in the area where the Hazardous Conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and

Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

16. Covid-19 Vaccination. Company expressly disclaims any requirement, understanding or agreement, express or implied, included directly or incorporated by reference, in any Customer purchase order, solicitation, notice or otherwise, that any of Company's personnel be vaccinated against Covid-19 under any federal, state/provincial or local law, regulation or order applicable to government contracts or subcontracts, including, without limitation, Presidential Executive Order 14042 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors") and Federal Acquisition Regulation (FAR) 52.223-99 ("Ensuring Adequate COVID Safety Protocols for Federal Contractors"). Any such requirement shall only apply to Company's personnel if and only to the extent contained in a written agreement physically signed by an authorized officer of Company.

17. Other Services.

A. Remote Service. If Customer selects Remote Service, Company shall provide support for the Customer's system by way of education, remote assistance and triage that does not require programming changes to the Customer's panel. In addition, Remote Service does not include service to address physical damage to the system or a device; troubleshoot wiring issues; programming changes and/or relocating, remounting, reconnecting, or adding a device to the system. Customer understands and agrees that, while Remote Service provides for communication regarding Customer's fire alarm system to Company via the Internet, Remote Service does not constitute monitoring of the system, and Customer understands that Remote Service does not provide for Company to contact the fire department or other authorities in the event of a fire alarm. Customer understands that if it wishes to receive monitoring of its fire alarm system and notification of the fire department or other authorities in the event of a fire alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES THAT THE TERMS OF SECTION 18.F OF THIS AGREEMENT APPLY TO REMOTE SERVICE.

B. Connected Fire Sprinkler Services; Connected Fire Alarm Services. Connected Fire Sprinkler Services and Connected Fire Alarm Services each means a data-analytics and software platform that uses a cellular or network connection to gather equipment performance data about a Customer's Covered Equipment for Customer's sprinkler system or fire alarm system, as applicable, to assist JCI in advising Customer on such equipment's health, performance or potential malfunction. Connected Fire Sprinkler Services and Connected Fire Alarm Services are collectively, the Connected Equipment Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services on any Covered Equipment, Customer agrees to allow Company to install diagnostic sensors and communication hardware ("Gateway Device") or Customer will supply a network connection suitable to enable communication with Customer's Covered Equipment in order for Company to deliver the connected services. For more information on whether your particular equipment includes Connected Fire Sprinkler

Services and/or Connected Fire Alarm Services, a subscription to such services and the cost, if any, of such subscription, please see your applicable order, quote, proposal or purchase documentation or talk to your JCI sales representative. For certain subscriptions, Customer will be able to access equipment information from a mobile or smart device using the service's mobile or web app. The Gateway Device will be used to access, store, and trend data for the purposes of providing Connected Fire Sprinkler Services. Company will not use Connected Fire Sprinkler Services or the Connected Fire Alarm Services to remotely operate or make changes to Customer's Equipment. If the connection is disconnected by Customer, and a technician needs to be dispatched to the Customer site, then the Customer will pay JCI at JCI's then-current standard applicable contract regular time and/or overtime rate for such services. Company makes no warranty or guarantee relating to the Connected Fire Sprinkler Services or Connected Fire Alarm Services. Customer acknowledges that, while Connected Fire Alarm Services or Connected Sprinkler Services generally improve equipment performance and services, these services do not prevent all potential malfunction, insure against all loss or guarantee a certain level of performance and that JCI shall not be responsible for any injury, loss, or damage caused by any act or omission of JCI related to or arising from the proactive health notifications of the equipment under Connected Equipment Services. Customer understands that if it wishes to receive monitoring of its fire alarm system or sprinkler system and notification of the fire department or other authorities in the event of an alarm, it must select monitoring services as a separate Service under this Agreement. CUSTOMER FURTHER UNDERSTANDS AND AGREES SECTION 19 (SOFTWARE AND DIGITAL SERVICES) APPLY TO CONNECTED FIRE ALARM SERVICES AND CONNECTED SPRINKLER SERVICES. In the event of a conflict between these terms and the Software Terms, the Software Terms will control.

C. Dashboards and Mobility Applications for Connected Fire Sprinkler Services and Connected Fire Alarm Services. If Customer has purchased Connected Fire Sprinkler Services and/or Connected Fire Alarm Services, Customer may utilize Company's Dashboard(s) and Mobility Application(s), as applicable, during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement. Terms for the Dashboard are located at <https://www.johnsoncontrols.com/buildings/legal/digital/general>.

18. Monitoring Services. If Customer has selected Monitoring Services, the following shall apply to such Services:

A. Alarm Monitoring Service. Customer agrees and acknowledges that Company's sole and only obligation under this Agreement shall be to provide alarm monitoring, notification, and/or Runner Services as set forth in this Agreement and to endeavor to notify the party(ies) identified by Customer on the Contact/Call List ("Contacts") and/or Local Emergency Dispatch Numbers for responding authorities. Upon receipt of an alarm signal, Company may, at our sole discretion, attempt to notify the Contacts to verify the signal is not false. If we fail to notify the Contacts or question the response we receive, we will attempt to notify the responding authority. In the event Company receives a supervisory signal or trouble signal, Company shall endeavor to promptly notify one of the Contacts. Company shall not be responsible for a Contact's or responding authority's refusal to acknowledge/respond to Company's notifications of receipt of an alarm signal, nor shall Company be required to make additional notifications because of such refusal. The Contacts are authorized to act on

Customer's behalf and, if so designated on the Contact/Call List, are authorized to cancel an alarm prior to the notification of authorities. Customer understands that local laws, ordinances or policies may restrict Company's ability to provide the alarm monitoring and notification services described in this Agreement and/or necessitate modified or additional services and related charges to Customer. Customer understands that Company may employ a number of industry-recognized measures to help reduce occurrences of false alarm signal activations. These measures may include, but are not limited to, implementation of industry-recognized default settings; implementation of "partial clear time bypass" procedures at our alarm monitoring center and other similar measures at our sole discretion from time to time. THESE MEASURES CAN RESULT IN NO ALARM SIGNAL BEING SENT FROM AN ALARM ZONE IN CUSTOMER'S PREMISES AFTER THE INITIAL ALARM ACTIVATION UNTIL THE ALARM SYSTEM IS MANUALLY RESET. Upon receiving notification from Company that a fire or gas detection (e.g. carbonmonoxide) signal has been received, the responding authority may forcibly enter the premises. Cellular radio unit test supervision, if provided under this Agreement, provides only the status of the cellular radio unit's current signaling ability at the time of the test communication based on certain programmed intervals and does not serve to detect the potential loss of radio service at the time of an actual emergency event. Company shall not be responsible to provide monitoring services under this Agreement unless and until the communication link between Customer's premises and Company's Monitoring Center has been tested. SUCH SERVICES ARE PROVIDED WITHOUT WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

B Limitation of Liability; Limitations of Remedy. Customer understands that Company offers several levels of Monitoring Services and that the level described has been chosen by Customer after considering and balancing various levels of protection afforded and their related costs. It is understood and agreed by Customer that Company is not an insurer and that insurance coverage shall be obtained by Customer and that amounts payable to Company hereunder are based upon the value of the Monitoring Services and the scope of liability set forth in this Agreement and are unrelated to the value of Customer's property and the property of others located on the premises. Customer agrees to look exclusively to Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or Services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or Service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its monitoring obligations under this Agreement. Accordingly, Customer agrees that Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or Service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or Service in any respect, Company's liability with respect to Monitoring Services shall be the lesser of the annual fee for

Monitoring Services allocable to the site where the incident occurred or two thousand five hundred (\$2,500) dollars, as agreed upon damages and not as a penalty, as Customer's sole remedy. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S), AS HEREIN AFTER DEFINED, OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. In no event shall JCI and its affiliates and their respective personnel, suppliers and vendors be liable to Customer or any third party under any cause of action or theory of liability, even if advised of the possibility of such damages, for any (a) special, incidental, consequential, punitive or indirect damages of any kind, including but not limited to damages; (b) loss of profits, revenues, data, customer opportunities, business, anticipated savings or goodwill; (c) business interruption; or (d) data loss or other losses arising from viruses, ransomware, cyber-attacks or failures or interruptions to network systems CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of Company, whether direct or indirect, and each of their employees, agents, officers and directors.

C. Indemnity, Insurance. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third-party claims for personal injury, death, property damage or economic loss, arising in any way from any act or omission of Customer or Company relating in any way to the Monitoring Services provided under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

D. No modification. Modification to Sections 18 B or C may only be made by a written amendment to this Agreement signed by both parties specifically referencing Section 18 B and/or C, and no such amendment shall be effective unless approved by the manager of Company's Central Monitoring Center.

E. Customer's Duties. In addition to Customer's duty to indemnify, defend, and hold Company harmless pursuant to this Section 18:

i. Customer agrees to furnish the names and telephone numbers of all persons authorized to enter or remain on Customer's premises and/or that should be notified in the event of an alarm (the Contact/Call List) and Local Emergency Dispatch Numbers and provide all changes, revision and modifications to the above to Company in writing in a timely manner. Customer must ensure that all such persons are authorized and able to respond to such notification.

ii. Customer shall carefully and properly test and set the system immediately prior to the securing of the premises and carefully test the system in a manner prescribed by Company during the term of this Agreement. Customer agrees that it is responsible

for any losses or damages due to malfunction, miscommunication or failure of Customer's system to accurately handle, process or communicate data. If any defect in operation of the System develops, or in the event of a power failure, interruption of telephone service, or other interruption at Customer's premises of signal or data transmission through any media, Customer shall notify Company immediately. If space/interior protection (i.e. ultrasonic, microwave, infrared, etc.) is part of the System, Customer shall walk test the system in the manner recommended by Company.

iii. When any device or protection is used, including, but not limited to, space protection, which may be affected by turbulence of air, occupied airspace change or other disturbance, forced air heaters, air conditioners, horns, bells, animals and any other sources of air turbulence or movement which may interfere with the effectiveness of the System during closed periods while the alarm system is on, Customer shall notify Company.

iv. Customer shall promptly reset the System after any activation.

v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

vi. Customer shall cooperate with Company in the installation, operation and/or maintenance of the system and agrees to follow all instructions and procedures which may be prescribed for the operation of the system, the rendering of services and the provision of security for the premises.

vii. Customer shall pay all charges made by any telephone or communications provider company or other utility for installation, leasing, and service charges of telephone lines connecting Customer's premises to Company. Customer acknowledges that alarm signals from Customer's premises to Company are transmitted over Customer's telephone or other transmission service and that in the event the telephone or other transmission service is out of order, disconnected, placed on "vacation," or otherwise interrupted, signals from Customer's alarm system will not be received by Company, during any such interruption in telephone or other transmission service and the interruption will not be known to Company. Customer agrees that in the event the equipment or system continuously transmits signals reasonably determined by Company to be false and/or excessive in number, Customer shall be subject to the additional costs and fees incurred by Company in the receiving and/or responding to the excessive signals and/or Company may at its sole discretion terminate this Agreement with respect to Monitoring services upon notice to Customer.

F. Communication Facilities.

i. Authorization. Customer authorizes Company, on Customer's behalf, to request services, orders or equipment from a telephone company, wireless carrier or other company providing communication facilities, signal transmission services or facilities under this Agreement (referred to as "Communication Company"). Should any third-party service, equipment or facility be required to perform the Monitoring Services set forth in this Agreement, and should the same be terminated or become otherwise unavailable or impracticable to provide, Company may terminate Monitoring Services upon notice to Customer.

ii. Digital Communicator. Customer understands that a digital communicator (DACT), if installed under this Agreement, uses traditional telephone lines for sending signals which eliminate the need for a dedicated telephone line and the costs associated with such dedicated lines.

iii. Derived Local Channel. The Communication Company's services provided to Customer in connection with the Services may include Derived Local Channel service. Such service may be provided under the Communication Company's service marks or service names. These services include providing lines, signal paths, scanning and transmission. Customer agrees that the Communication Company's liability is limited to the same extent Company's liability is limited pursuant to this Section 18.

iv. CUSTOMER UNDERSTANDS THAT COMPANY WILL NOT RECEIVE ALARM SIGNALS WHEN THE TELEPHONE LINE OR OTHER TRANSMISSION MODE IS NOT OPERATING OR HAS BEEN CUT, INTERFERED WITH OR IS OTHERWISE DAMAGED OR IF THE ALARM SYSTEM IS UNABLE TO ACQUIRE, TRANSMIT OR MAINTAIN AN ALARM SIGNAL OVER CUSTOMER'S TELEPHONE SERVICE FOR ANY REASON INCLUDING NETWORK OUTAGE OR OTHER NETWORK PROBLEMS SUCH AS CONGESTION OR DOWNTIME, ROUTING PROBLEMS, OR INSTABILITY OF SIGNAL QUALITY. CUSTOMER UNDERSTANDS THAT OTHER POTENTIAL CAUSES OF SUCH A FAILURE OVER CERTAIN TELEPHONE SERVICES (INCLUDING BUT NOT LIMITED TO SOME TYPES OF DSL, ADSL, VOIP, DIGITAL PHONE, INTERNET PROTOCOL BASED PHONE OR OTHER INTERNET INTERFACE-TYPE SERVICE OR RADIO SERVICE, INCLUDING CELLULAR OR PRIVATE RADIO, ETC. ("NON-TRADITIONAL TELEPHONE SERVICE")) INCLUDE BUT ARE NOT LIMITED TO: (1) LOSS OF NORMAL ELECTRIC POWER TO CUSTOMER'S PREMISES (THE BATTERY BACK-UP FOR THE ALARM PANEL DOES NOT POWER TELEPHONE SERVICE); AND (2) ELECTRONICS FAILURES SUCH AS A MODEM MALFUNCTION. CUSTOMER UNDERSTANDS THAT COMPANY WILL ONLY REVIEW THE INITIAL COMPATIBILITY OF CUSTOMER'S ALARM SYSTEM WITH NON-TRADITIONAL TELEPHONE SERVICE AT THE TIME OF INITIAL CONNECTION TO COMPANY'S MONITORING CENTER AND THAT CHANGES IN CUSTOMER'S TELEPHONE SERVICE'S DATA FORMAT AFTER THE INITIAL REVIEW OF COMPATIBILITY COULD MAKE CUSTOMER'S TELEPHONE SERVICE UNABLE TO TRANSMIT ALARM SIGNALS TO COMPANY'S MONITORING CENTERS. IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT IT IS COMPATIBLE, COMPANY WILL PERMIT CUSTOMER TO USE NONTRADITIONAL TELEPHONE SERVICE AS THE SOLE METHOD OF TRANSMITTING ALARM SIGNALS, ALTHOUGH CUSTOMER UNDERSTANDS THAT COMPANY RECOMMENDS THE USE OF AN ADDITIONAL BACK-UP METHOD OF COMMUNICATION TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER REGARDLESS OF THE TYPE OF TELEPHONE SERVICE USED. CUSTOMER ALSO UNDERSTANDS THAT IF COMPANY DETERMINES IN ITS SOLE DISCRETION THAT CUSTOMER'S NONTRADITIONAL TELEPHONE SERVICE IS OR LATER BECOMES NONCOMPATIBLE, OR IF CUSTOMER CHANGES TO ANOTHER NONTRADITIONAL TELEPHONE SERVICE THAT IS NOT COMPATIBLE, THEN COMPANY REQUIRES THAT CUSTOMER USE AN ALTERNATE METHOD OF COMMUNICATION ACCEPTABLE TO COMPANY AS THE PRIMARY METHOD TO CONNECT CUSTOMER'S ALARM SYSTEM TO THE MONITORING CENTER. CUSTOMER UNDERSTANDS THAT TRANSMISSION OF FIRE ALARM SIGNALS BY MEANS OTHER THAN A TRADITIONAL TELEPHONE LINE MAY NOT BE IN COMPLIANCE WITH FIRE ALARM STANDARDS OR

SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINECUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NONTRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE. G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

H. Personal Emergency Response Service. If Customer has selected Personal Emergency Response Services, Customer agrees that the very nature of Personal Emergency Response Services, irrespective of any delays, involves uncertainty, risk and possible serious injury, disability or death, for which Company should not under any circumstances be held responsible or liable; that the equipment furnished for Personal Emergency Response Services is not foolproof and may experience signal transmission failures or delays for any number of reasons, whether or not our fault or under Company's control; that the actual time required for medical emergency providers to arrive at the premises and/or to transport any person requiring medical attention is unpredictable and that many contributing factors, including but not limited to such things as telephone network operation, distance, weather, road and traffic conditions, alarm equipment function and human factors, both with responding authorities and with Company, may affect response.

19. Limited Warranty. COMPANY WARRANTS THAT ITS WORKMANSHIP AND MATERIAL, EXCLUDING MONITORING SERVICES, FURNISHED UNDER THIS AGREEMENT WILL BE FREE FROM DEFECTS FOR A PERIOD OF NINETY (90) DAYS FROM THE DATE OF FURNISHING. No warranty is provided for third-party products and equipment installed or furnished by Company. Such products and equipment are provided with the third party manufacturer's warranty to the extent available, and Company will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HERE UNDER. Company makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, treat, or mitigate the spread transmission, or

outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

20. Software and Digital Services. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, Company's standard terms for such Software and Software related professional services in effect from time to time at <https://www.johnsoncontrols.com/techterms> (collectively, the "SoftwareTerms"). Applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, Company and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements there to. Notwithstanding any other provisions of this Agreement and unless otherwise agreed to by the parties in writing, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"): Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted herein. At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then- applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement will be subject to additional fees based on the date such excess use began.

21. Taxes, Fees, Fines, Licenses, and Permits. Customer agrees to pay all sales tax, use tax, property tax, utility tax and other taxes required in connection with the equipment and Services listed, including telephone company line charges, if any. Customer shall comply with all laws and regulations relating to the equipment and its use and shall promptly pay when due all sales, use, property, excise and other taxes and all permit, license and registration fees now or here after imposed by any government body or agency upon the equipment or its use. Company may, without notice, obtain any required permit, license or registration for Customer at Customer's expense and charge a fee for this service. If Customer fails to maintain any required licenses or permits, Company shall not be responsible for performing the services and may terminate the services without notice to Customer.

22. Outside Charges. Customer understands and accepts that Company specifically disclaims any responsibility for charges associated with the notification or dispatching of anyone, including but not limited to fire department, police department, paramedics, doctors, or any other emergency personnel, and if

there are any charges incurred as a result of said notification or dispatch, said charges shall be the responsibility of Customer.

23. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

24. Waiver of Subrogation. Customer does hereby for itself and all other parties claiming under it release and discharge Company from and against all hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Company.

25. Force Majeure, Exclusions. Company shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by Company to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of Company, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses there to, condemnation, strikes, lockouts, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mobviolence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of Company. If Company's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, Company shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if Company is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, Company will be entitled to extend the relevant completion date by the amount of time that Company was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay. To the extent that the Force Majeure Event directly or indirectly increases Company's cost to perform the services, Customer is obligated to reimburse Company for such increased costs, including, without limitation, costs incurred by Company for additional labor, inventory storage, expedited shipping fees, trailer and equipment rental fees, subcontractor fees or other costs and expenses incurred by Company in connection with the Force Majeure Event.

26. Exclusions. This Agreement expressly excludes, without limitation, provision of fire watches; reloading of, upgrading, and maintaining computer software; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises; vandalism; power failure; current fluctuation; failure due to non-JCI installation; lightning, electrical storm, or other severe weather; water; accident; fire; acts of God; testing

inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")); cartridges greater than 16 grams; gas valve installation; or any other cause external to the Covered System(s) and JCI shall not be required to provide Service while interruption of service due to such causes shall continue. This Agreement does not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by JCI at JCI's sole discretion at an additional charge. If Emergency Services are expressly included in the Service Solution, the Agreement price does not include travel expenses.

27. Delays. Company shall have no responsibility or liability to Customer or any other person for delays in the installation or repair of the System or the performance of our Services regardless of the reason, or for any resulting consequences.

28. Termination. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination. For termination prior to the end of the Term, Customer agrees to pay Company, in addition to any outstanding fees and charges for Service(s) rendered prior to termination, 50% of the charges for Services remaining to be paid for the unexpired term of the Agreement as liquidated damages but not as a penalty. Customer shall provide Company with reasonable access to the premises to remove any Company property and to un-program any controls, intrusion, fire, or life safety system, as applicable. Customer shall be liable for all fees, costs, and expenses that Company may incur in connection with the enforcement of this Agreement, including without limitation, reasonable attorney fees, collection agency fees, and court costs.

Upon notice to the customer, Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. If Company's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the Company or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer in the business of providing the Services, Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer. Company may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if Company's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes. If Company receives an excessive number of false alarms, Company may terminate this Agreement and discontinue any Services, and seek to recover damages. If the equipment or system continuously sends signals that Company reasonably determines to be false or excessive, the Customer will be responsible for additional costs and fees incurred by Company in receiving and/or responding to these signals and/or Company may at its sole discretion terminate monitoring services under this Agreement upon notice to the Customer. Company may terminate this Agreement and discontinue any Service(s), if Company's central monitoring center ("CMC") or remote operations center or either of these centers is

substantially damaged by fire or catastrophe or if Company is unable to obtain any connections or privileges required to transmit signals between the Customer's premises, Company's CMC and/or the Municipal Fire or Police Department or other first responder. Company may terminate the Services immediately upon notice to the Customer if Company, in its sole discretion, determines the premises in which the Equipment or system is installed is unsafe, unsuitable, or so modified or altered as to render continuation of Service(s) impractical or impossible. Company may terminate the Services upon notice to the Customer, if Customer fails to follow Company's recommendations for the repair or replacement of parts of the system or Equipment not covered under the warranty or Service.

29. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment with Company, for a period of two years after the termination of this Agreement.

30. Default. An Event of Default shall include, but is not limited to: (a) any full or partial termination of this Agreement by Customer before the expiration of the then-current Term, (b) failure of Customer to pay any amount when due and payable, (c) abuse of the System or the Equipment, (d) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, (i) discontinue furnishing Services, (ii) by written notice to Customer declare the balance of unpaid amounts due and to become due under this Agreement to be immediately due and payable, (iii) receive immediate possession of any equipment for which Customer has not paid, (iv) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and (v) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

31. One-Year Limitation on Actions; Choice of Law. For Customers located in the United States, the laws of Wisconsin shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law. For Customers located in Canada, This agreement shall be governed by and be construed in accordance with the laws of Ontario. The parties agree that any disputes arising under this Agreement shall be determined exclusively by the Ontario courts and that no action or legal proceedings of any nature shall be filed or commenced in any other court pertaining to any dispute arising out of or in relation to this Agreement. The parties also hereby waive any objection to the exclusive jurisdiction of the Ontario courts, including any objection based on forum non conveniens. No claim or cause of action, whether known or unknown, shall be brought against Company more than one year after the claim first arose. Except as provided for herein, Company's claims must also be brought within one year. Claims for unpaid contract amounts are not subject to the one-year limitation.

32. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement without obtaining Customer's consent.

33. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement") to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and

conditions relating to the Services. Now, or change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

34. Headings. The headings in this Agreement are for convenience only.

35. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

36. Electronic Media. Customer agrees that Company may scan, image or otherwise convert this Agreement into an electronic format of any nature. Customer agrees that a copy of this Agreement produced from such electronic format is legally equivalent to the original for any and all purposes, including litigation. Customer agrees that Company's receipt by fax of the Agreement signed by Customer legally binds Customer and such fax copy is legally equivalent to the original for any and all purposes, including litigation.

37. Legal Fees. Company shall be entitled to recover from Customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

38. Lien Legislation. Notwithstanding anything to the contrary contained herein, the terms of this Agreement shall be subject to the lien legislation applicable to the location where the work will be performed, and, in the event of conflict, the applicable lien legislation shall prevail.

39. Privacy. A. Company as Processor: Where Company factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms at www.johnsoncontrols.com/dpa shall apply. B. Company as Controller: Company will collect, process and transfer certain personal data of Customer and its personnel related to the business relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with Company's Privacy Notice at <https://www.johnsoncontrols.com/privacy>. Customer acknowledges Company's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by Company is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent.

40. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, PMB 392, Montgomery, Alabama 36116 (334) 264-9388; AR Regulated by: Arkansas Board of Private Investigators and Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501) 618-8600; CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by the N.Y.S. Department of the State; TX Texas Commission on Private Security, 5805 N. Lamar Blvd., Austin, TX 78752-4422, 512-424-7710. License numbers available at www.johnsoncontrols.com or contact your local Johnson Controls office.

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Michael Findley

SUB: PURCHASE ORDER REQUEST

DATE: 6/27/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Usalco

Contact Anja Doyle

Address 2601 Cannery Avenue
Baltimore, MD 21226

Phone (410) 354-0100

Email www.usalco.com

Fax (410) 918-2240

Justification

For purchase of DelPAC 1000 (Aluminum Chloride Hydroxide Sulfate) for phosphorus removal.
4,200 gallons @ \$3.056 a gallon.

TOTAL AMOUNT TO BE PAID:	\$ 12,835.20
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Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

Taylor Run WWTP
795 Downingtown Pike
West Chester, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

included

QUOTATION NUMBER

14888-2

PAYMENT TERMS

net 30 days

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Michael Findley
Digitally signed by Michael Findley
DN: cn=Michael Findley, o=Wastewater,
ou=Borough of West Chester,
email=mfindley@west-chester.com, c=US
Date: 2025.06.27 14:20:57 -04'00'

6/27/2025

Authorized Department Manager

Date

Sean

Sean Metrick, Borough Manager

Date

Account # 08-45728/08

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 _____



Quotation

USALCO

www.usalco.com
Phone: 800-453-2586
Email: orders@usalco.com

Quote #: Q-14888-2
Date: 2/18/2025, 1:04 PM
Effective Date: 4/1/2025

Bill To

West Chester PA (Borough Of)
401 E. Gay St.
West Chester, PA 19380
US

SALESPERSON	PAYMENT TERMS
Thomas Dobson tdobson@usalco.com	Net 30

WAREHOUSE	PRODUCT CODE	PRODUCT NAME	PRODUCT TYPE	FREIGHT TERM	LEAD TIME	UNIT PRICE	ADDITIONAL SURCHARGE	QTY	UOM
BT	DELPAC 1000	DELPAC 1000 - CARGO TANK	TT	Prepaid	3-5 Bus Days	\$3.3056	\$0.0000	22.50	GAL
Ship To Address: Taylor Run WWTP; 795 Downingtown Pike; West Chester, PA 19380									

***Please note that Additional Surcharge will appear as separate line item on invoice.

Terms & Conditions

This order quotation is subject, and its acceptance is expressly limited, to the terms stated on its face and USALCO's Standard Terms and Conditions, attached and also posted at <https://www.usalco.com/stcs/> which are hereby incorporated herein by reference. Unless otherwise specifically accepted by USALCO in writing, any additional or different terms, whether or not materially different, set forth in any communication from Buyer to USALCO are hereby objected to and rejected.

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

Please sign and email to Thomas Dobson at tdobson@usalco.com

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Joshua B. Lee, Chief of Police

SUB: PURCHASE ORDER REQUEST

DATE: 6/16/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Witmer Public Safety Group

Contact Mike Langella

Address 101 Independence Way
Coatesville, PA 19320

Phone (571) 284-9274

Email mlangella@officerstore.com

Fax

Justification

Replacement Body Armor

TOTAL AMOUNT TO BE PAID:	\$ 15,395.60
---------------------------------	---------------------

Reference (select one) ☐ Quote ☐ SOW ☐ SA

SHIP TO:

WEST CHESTER POLICE DEPARTMENT
ATTN: CHIEF JOSHUA LEE
401 EAST GAY STREET
WEST CHESTER, PA 19380
610-436-1323

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

QUO227519

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Joshua B. Lee

Digitally signed by Joshua B. Lee
Date: 2025.06.16 13:24:39
-04'00'

6/16/2025

Authorized Department Manager

Date

_____ Sean

Sean Metrick, Borough Manager

Date

Account # 01-420-10/40 Uniforms

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 _____

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

Bill To:

Borough of West Chester
401 E Gay St
West Chester, PA 19380-2729
United States

Ship To:

Borough of West Chester
401 E Gay St
West Chester, PA 19380-2729
United States

West Chester Armor Replacement 2025

Pricing Below Costars 012-E22-281

ID	Name	Ordered By	Terms	Sales Rep	Shipping Method
9220	West Chester Police Department	Chris Daly	Net 30	Michael Langella	Ground

#	Item Name	Description	Quantity	Unit Price	Amount
1	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 46R/48R Strap Size: 4" x 12" Armor for Ross Blue Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
2	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 46R/48R Nametape to Read: BLUE in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE Retail: 468.00 + 54.00 for Two Line ID Panel = 522.00-44%= 292.32 Per Costars 012-E22-281 ***Pricing Below Costars*** *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
3	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 48R/48R Strap Size: 4" x 12" Armor for James Gorman Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

#	Item Name	Description	Quantity	Unit Price	Amount
4	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 48R/48R Nametape to Read: GORMAN in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
5	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 54L1/54L2 Strap Size: 4" x 12" Armor for Jason Francart Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
6	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 54L1/54L2 Nametape to Read: FRANCART in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
7	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 44L1/46R Strap Size: 4" x 12" Armor for Robert Kuehn Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
8	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 44L1/46R Nametape to Read: KUEHN in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER	1	264.54	264.54

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

#	Item Name	Description	Quantity	Unit Price	Amount
		POLICE			
		*** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***			
9	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 60L1/60L1 Strap Size: 4" x 12" Armor for Jason Malicki Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
10	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 60L1/60L1 Nametape to Read: MALICKI in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
11	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 54R/54R Strap Size: 4" x 12" Armor for Stu Smith Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
12	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 54R/54R Nametape to Read: SMITH in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
13	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier	1	1,135.06	1,135.06

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

#	Item Name	Description	Quantity	Unit Price	Amount
		Specify Color: Navy M/F: Male Size: 54R/54S1 Strap Size: 4" x 12" Armor for Nick Graham Retail: 2190.00-44%=1226.40			
14	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 54R/54S1 Nametape to Read: GRAHAM in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER ***	1	264.54	264.54
15	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 50R/50S1 Strap Size: 4" x 12" Armor for Dan Quinn Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
16	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 50R/50S1 Nametape to Read: QUINN in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER **	1	264.54	264.54
17	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 42R/42R Strap Size: 4" x 12" Armor for Brad Carabello Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

#	Item Name	Description	Quantity	Unit Price	Amount
18	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 42R/42R Nametape to Read: CARABELLO in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER **	1	264.54	264.54
19	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Male Size: 46L1/46L1 Strap Size: 4" x 12" Armor for Jordan Turner Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
20	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: 46L1/46L1 Nametape to Read: TURNER in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER POLICE *** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER **	1	264.54	264.54
21	PB-HL1-AXBIIIA-CUST	Point Blank AXBIIIA Level IIIA Concealable Armor One Hi-Lite Carrier Specify Color: Navy M/F: Female (MX4) Size: LG1S10/LG1S1W2 Strap Size: 2" x 12" Armor for Kerri Christie Retail: 2190.00-44%=1226.40	1	1,135.06	1,135.06
22	PB-GUARDIAN-GEN3-CUST	Point Blank MC Guardian Gen-3 Custom Carrier Size: LGS10/LGS1W2 Nametape to Read: CHRISTIE in Gray Lettering. Two Line ID Panel to Read Centered in Reflective Silver: WEST CHESTER	1	264.54	264.54

Quote#	QUO227519
Date	06/10/2025
Exp. Date	06/17/2025

#	Item Name	Description	Quantity	Unit Price	Amount
		POLICE			
		*** ARMOR SMART SHEET MUST BE ATTACHED TO THE SALES ORDER **			

ACCEPTANCE OF QUOTATION

The above prices, specifications, and conditions are satisfactory and are hereby accepted.
Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.

Quotation is valid until Jun 17, 2025

Signature: _____ Date: _____

Subtotal:	15,395.60
Discount:	0.00
Tax Total:	0.00
Freight:	0.00
Total:	15,395.60

Witmer
PUBLIC SAFETY GROUP, INC.

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Parking Services

SUB: PURCHASE ORDER REQUEST

DATE: 6/16/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor JJ Outdoor Services LLC

Contact JJ Outdoor Services LLC

Address 170 Hughes Rd
King Of Prussia, PA 19406 US

Phone

Email Sales@jandjoutdoor.com

Fax

Justification

Power washing Bicentennial and Chestnut Street Garage

TOTAL AMOUNT TO BE PAID:	\$ 14,369.50
---------------------------------	---------------------

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 EXPEMPT FORM

Ramsey Reiner Digitally signed by Ramsey Reiner
Date: 2025.06.16 08:44:54 -04'00'

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 09-44545

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 _____

J & J Outdoor Services L.L.C.
170 Hughes Rd
King Of Prussia, PA 19406 US
Sales@jandjoutdoor.com
<http://www.jandjoutdoors.com>



Estimate

ADDRESS

Colonial Parking

ESTIMATE # 1070

DATE 06/12/2025

DATE	DESCRIPTION	AMOUNT
	PARKING GARAGE 14 E. CHESTNUT STREET WEST CHESTER, PA -POWER WASH CONCRETE FLOOR IN GARAGE. APPLY DEGRESE ON SURFACE PRIOR TO WASHING. THIS WILL BE PERFORMED IN 2 DAYS WITH GARGAGE BEING BLOCKED OFF IN SECTIONS.	7,916.50
	PARKING GARAGE 20TH HIGH STREET. WEST CHESTER, PA -POWER	6,453.00

DATE	DESCRIPTION	AMOUNT
------	-------------	--------

WASH
CONCRETE
FLOOR IN
GARAGE.
APPLY
DEGRESER
ON SURFACE
PRIOR TO
WASHING.
THIS WILL BE
PERFORMED
IN 2 DAYS
WITH
GARGAGE
BEING
BLOCKED
OFF IN
SECTIONS.

SUBTOTAL	14,369.50
TAX	0.00
TOTAL	\$14,369.50

Accepted By

Accepted Date

Great Lakes Recreation- DBA Boyce Recreation

PO Box 295
Zeeland, MI 49464 US
(616) 499-7400
office@boycerec.com



Estimate

ADDRESS

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

SHIP TO

Keith Kurowski
Borough of West Chester
351 Snyder Ave
West Chester, PA 19382

ESTIMATE

6802

DATE

06/16/2025

EXPIRATION

07/16/2025

DATE

REP NAME

Steve Hill

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Horace Pippin Park			
Equipment- HAGS	Uniplay Mesa Verde - 81002028 BM Wood Posts /HPL panels \$45,888	1	45,888.00	45,888.00
	Includes delivery to: Borough of West Chester 351 Snyder Ave West Chester, PA 19382			
Installation	Installation of UniPlay Mesa Verde - includes prevailing wage rates. Access to be from Everhart Ave.	1	18,750.00	18,750.00
	All restoration of site access by others.			
Discount	Costars Vendor #: 555052 Contract #: 014-E23-344	1	-3,212.00	-3,212.00
Contractors- Excavation	Demolition and Disposal of Existing Playground Structure	1	3,960.00	3,960.00
Contractors- Excavation	Removal and or Disposal of Plastic Border Timbers to be completed by the borough.	0		0.00
Contractors- Excavation	Remove and Dispose of existing EWF Playground Mulch to be completed by the borough.	0		0.00
Installation	New EWF Playground Mulch to be supplied and installed by the borough.	0		0.00
	Re-installation of Borders (or new borders supplied by the borough) to be installed by the borough.			
Terms and Conditions	TERMS: Net % 30 days, 50% down payment required. Payment in full required on orders under \$5,000 (Does not apply to government customers).	0	0.00	0.00

Tax Exempt/Resale Certificate Required. Initial _____.

PLEASE NOTE: Customer is required to verify that quantities, colors, and mounting styles are accurate according to the project plans and/or specifications for all equipment and safety surfacing.

DELIVERY: Delivery is approximately 12 weeks after order is received and approved. Installation date TBD (if included). Customer is responsible for offloading the truck if we are not providing installation. Initial _____.

INSTALLATION: Please Note that installation is not included unless otherwise noted above. If installation is included, price assumes that the site has been prepared and that grade slope does not exceed 1 - 2% in any direction. Grade work and drainage improvements/lines are not included unless specifically listed above. Please turn off sprinkler systems 1 week prior to installation to avoid site damage due to wet ground. Initial _____.

DISCLAIMER: Unless specifically listed in the quote above, payment/performance bonds, permits, prevailing wages, sealed engineered drawings, TDLR registration/inspection, and 3rd party safety audits are Not Included in this agreement and, if required, are the responsibility of the customer. A 3% fee will be added for any payments by credit card. Initial _____.

ROCK CLAUSE: In the event that soil or rock conditions are such to prevent normal installation time and procedures, the customer will be responsible for additional equipment, labor expenses and delay costs required to complete the installation. Should the situation arise, the problem will be discussed with the customer prior to incurring any additional cost. Initial _____.

SITE SECURITY: site security is not provided. Customer is responsible for site security during installation of equipment and safety surfacing. Pour in place and turf safety surfaces may not be walked on for 48 hours after installation. This is the customer's responsibility unless otherwise noted. Initial: _____

UNDERGROUND UTILITY CLAUSE: The customer hereby agrees that Play On Holdings (Boyce Recreation), its employees and/or subcontractors, are not liable for any damage done to any type of underground utilities on the site chosen by the customer unless the customer has had these lines accurately marked prior to installation. The customer further agrees that without properly marked utility lines, the customer shall be responsible for costs incurred to repair any damaged utilities, all costs for medical treatment in the event of injury and any related costs due to delay in the project. It shall be

the sole responsibility of the customer to mark, have marked, or hire a professional to establish any and all utility locations prior to Play On Holdings (Boyce Recreation), its employees and/or subcontractors starting the project. In the event that Play On Holdings (Boyce Recreation), its employees and/or subcontractors start the project before utilities have been located and properly marked, the customer shall again be liable and shall notify Play On Holdings Boyce Recreation , in writing to stop the project until the utilities have been marked. The customer shall further be responsible for any cost incurred due to work stoppage or project delays. Installation is only available Monday-Friday during standard daytime business hours.
Initial _____.

Name and email address where invoice should be sent_____.

Includes Prevailing Wage Rates. Fall 2025 installation. Does not include site security, identifying underground utility locations, or disposal of tailings. Playground structure to be delivered to the Borough and then all new play equipment to be delivered to the site. Does not include unloading. Current lead time is about 12-14 weeks.

SUBTOTAL	65,386.00
TAX	0.00

TOTAL	\$65,386.00

Accepted By

Accepted Date

West Chester

12 noon -2 pm: “*Walk with Lafayette*”- Be reviewed by Lafayette at the spot where he stood in 1825. A five-block walking tour for youth groups and their chaperones. Will start from the steps at Horticultural Hall. A free event with registration required through the Borough Parks and Recreation. Participation will be limited.

*

3 pm to 5 pm: ‘*Faux Dinner Reenactment*’– Join us at West Chester Borough Hall as we recreate with toasts and music by the Lenape Brass and based on *Futhey and Cope’s* 1881 history of this event. A free activity with registration required through Borough Parks and Recreation. Participation will be limited. *

6 pm -9 pm:”*Lafayette’s Ball*”– An evening of music, dancing and good times celebrating Lafayette’s return to West Chester will be held at the Chester County History Center. \$75.00 per person. Contact CCHC for details and registration.

9 pm – 9:30 pm: “*Goodnight Lafayette*”– A closed event at Gay and Church Streets for members of the West Chester Historical Commission and attendees of CCHC’s ‘*Lafayette Ball*’to say goodnight to Lafayette where he stayed in 1825. The passing public may be included. *

*SUBJECT TO APPROVAL OF THE BOROUGH OF WEST CHESTER

Organization/Sponsor Name:

10/18/25 Unit 4 HER 5k / Fun run & walk

OFFICE USE ONLY - NOT TO BE COMPLETED BY THE APPLICANT

Date Application Received:

6/30/25

Date Payment(s) Received: _____

YES ☒ N/A

☒

Completed and Signed Application

☒

Date of event/Event time/Set up/Breakdown

10/18/25 8-9am 9-10³⁰am 10³⁰-12

☒

Map of the Event or Location of the Event

☒

List of Streets to be Closed for the Event

Gay & Market b/w Market & Darlington, Market & Darlington

☒

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

WCPD, WCPW, WC Parking

☒

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

paid online \$250

☒

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 Public Works

YES ☐

NO ☐

Date: _____

Approved by Parking Department

YES ☐

NO ☐

Date: _____

Approved by Parks and Recreation

YES ☐

NO ☐

Date: _____

Approved by Police Department

YES ☐

NO ☐

Date: _____

Approved by Borough Council

YES ☐

NO ☐

Date: _____

Notes:





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: Unite for HER Run/walk

Event Date: October 18, 2025 Start Time: 8:45am End Time: 11:00am

Name of Organization Hosting Event: Unite for HER

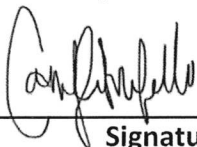
Person Responsible for Payment of Fee: Cameron Cotruffello

Address of Person Responsible for Fee: 22 E King Street, WC PA 19355

Phone Number of Person Responsible: [REDACTED]

Number of Police Officers Requested: however many needed to facilitate this new setup

I, Cameron Cotruffello 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

June 30, 2025
Date

Organization/Sponsor Name:

12/13/25 Christkindl Market - Downtown WC

OFFICE USE ONLY - NOT TO BE COMPLETED BY THE APPLICANT

Date Application Received:

6/11/25

Date Payment(s) Received: _____

YES

N/A

☒

Completed and Signed Application

☒

Date of event/Event time/Set up/Breakdown

12/13/25 8a-11a / 11a-6p / 6p-8pm

☒

Map of the Event or Location of the Event

☒

List of Streets to be Closed for the Event

See map

☒

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

WC PD, WCPW, WC Parking

☐

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

☒

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: _____

Approved by Police Department

YES ☐

NO ☐

Date: _____

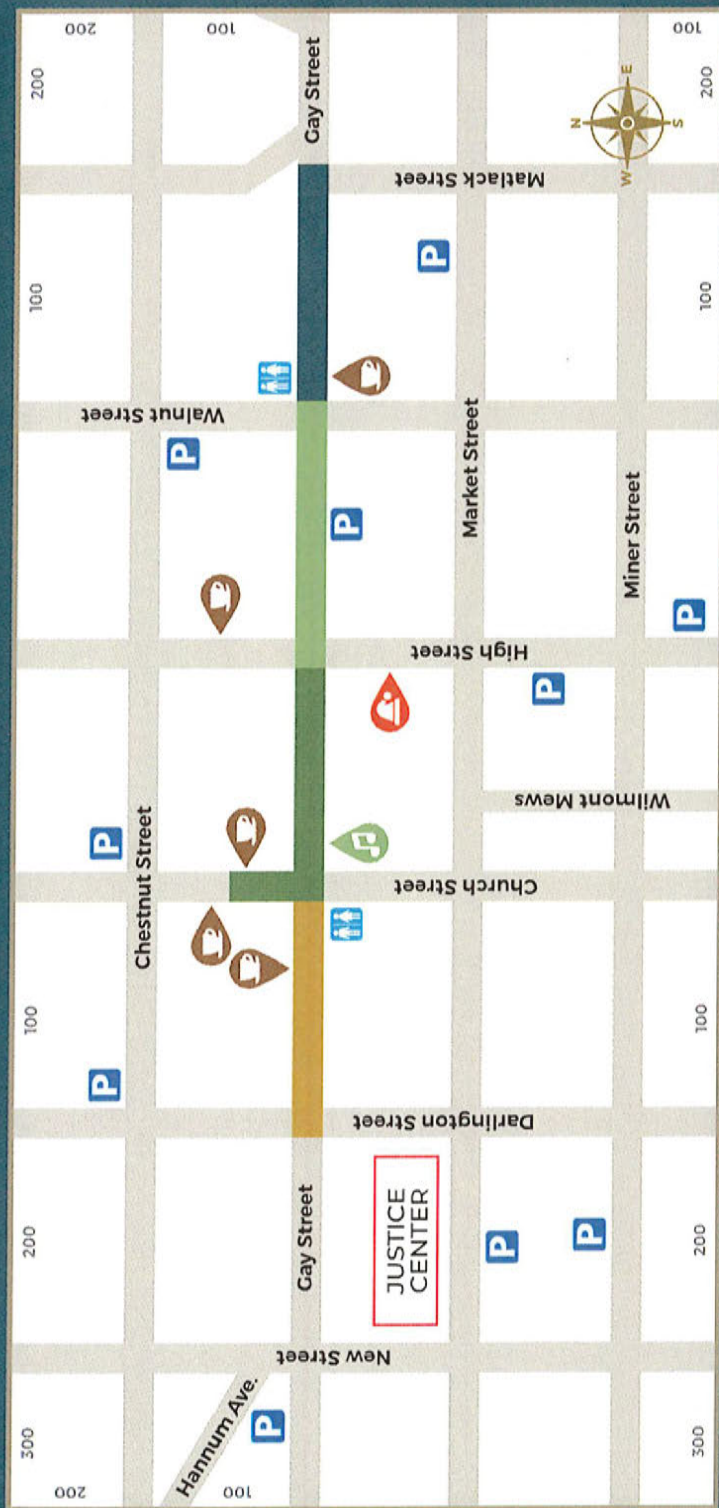
Approved by Borough Council

YES ☐

NO ☐

Date: _____

Notes:



OUTDOOR HOLIDAY MARKET

GAY STREET, DOWNTOWN WEST CHESTER

OVER
100
VENDORS

HOSTED BY



BLOCK SPONSORS

See complete vendor list on our website

- Renewal by Andersen of Greater Philadelphia
- Buckley Brion McGuire & Morris, LLP
- West Chester University
- West Chester Downtown Foundation

Live Music
Jack Loew Plaza
44 W. Gay St.

Photos with Santa
M&T Bank
10 N. High St.
2pm - 4pm

Coffee Shops

Thank You to Our Sponsors



5TH ANNUAL
Christkindlmarkt

PRESENTED BY THE WEST CHESTER
DOWNTOWN FOUNDATION

SATURDAY
DECEMBER 14TH
11AM — 7PM
RAIN OR SHINE!

DowntownWestChester.com/Christkindlmarkt



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: Christ Kindmarkt

Event Date: 12-13-2025 Start Time: 11 a.m. End Time: 6 p.m.

Name of Organization Hosting Event: West Chester BID

Person Responsible for Payment of Fee: West Chester BID

Address of Person Responsible for Fee: 137 N High St, West Chester PA

Phone Number of Person Responsible: [REDACTED]

Number of Police Officers Requested: 6 or less

I, John O'Brien 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]
Signature

6-11-2025
Date



Civil Engineers, Surveyors & Land Development Consultants

July 2, 2025

West Chester Borough
Attn: Ramsey Reiner, Director of Building & Housing
401 East Gay Street
West Chester, PA 19380

**Re: Axle Square LLC, 210-214 West Washington St.
Inland Design Project No. 12308
Extension Letter**

Dear Ramsey:

On behalf of the applicant (Axle Square LLC) for the Axle Square Land Development project, I grant an extension to review the plan through the end of August 2025.

Sincerely,

Scott J. Zwizanski, P.E.
Project Engineer

DATE APPLICATION RECEIVED: 06/13/2025

APPLICATION NUMBER: 2025-18 REVISED

PROPERTY ADDRESS: 120 N CHURCH ST WEST CHESTER PA 19380

APPLICANT'S EMAIL: ALLISON@TURKSHEADWINES.COM

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): ALLISON OWEN

Applicant's Signature:

Allison Owen

Date:

REVISED 6/12/25
5/19/25

Owner's Name (print): Adam Low

Owner's Signature:

Date:

DocuSigned by:
Adam Low
241B9D9CAB4B4C9

5/19/2025

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: 06/13/2025

APPLICATION NUMBER: 2025-18 REVISED

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: TURKS HEAD WINES

Applicant's name: ALISON OWEN

Applicant's address: 120 N CHURCH ST WEST CHESTER PA 19380

Applicant's phone number: 610 719 7307

Owner's name: CHURCH ST MARKET PARTNERS / ADAM LUEN

Owner's address: 120 PENNSYLVANIA AVE MALVERN PA 19355

Owner's telephone number: 610-873-5585

1) Which element do you wish to change: ☐ Doors ☐ Windows ☐ Roofing ☐ Gutters
☐ Walls ☐ Steps ☐ Sidewalk ☐ Fence ☐ Trim ☐ Railing ☐ Porch or Balcony
☒ Other (specify) ADDING EXTERIOR VENT FOR HOOD SYSTEM IN KITCHEN

2) On how many facades? 1 Front 1 Side 0 Back

3) What was the old is the material? BRICK

4) What is the proposed new material? STAINLESS STEEL VENTING PIPE WITH SIDEWALL FAN - PIPE IS 14"

5) How will it be installed? SIDE OF BUILDING TO ROOF LINE

6) Are you using any historical materials? NO

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: —

10) What were the old colors? N/A

11) What are the new colors? N/A

12) Why do you wish to make these changes? NEED HOOD SYSTEM INSTALLED IN KITCHEN TO COMPLY WITH CODE

REVISION:
PAINTED
BLACK
AND
REDESIGNED
PER
HARB
REQUEST

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 120 N. Church Street

- 1) **Date of HARB Review:** June 26, 2025
- 2) **Applicant's Proposal:** Exterior Mechanical Equipment – Revised
- 3) **Findings:**

The applicant Allison Owen and her mechanical designer/contractor Matt Williamson of Sebastian & Sons were in attendance. Ms. Owen stated she is installing a new commercial kitchen at her Turks Head Wines tasting room and the kitchen requires a commercial exhaust system. The exhaust system is proposed to be located on the building exterior at the rear NW corner of the north facing wall. Ms. Owens previously appeared at the May 29 HARB meeting for a preliminary review and submitted revised the final design documents based on comments provided at that meeting. The final exhaust duct design was described as follows:

- *The 16-inch diameter ductwork has been relocated as requested to the recessed brick wall panel adjacent to the window (not on the corner pilaster).*
- *The ductwork has been simplified and rotated 90 degrees to reduce its visibility. The duct exits west to the rear alley.*
- *The exterior fan is mounted using standard brackets provided by the manufacturer.*
- *The fan and ductwork will be painted black.*

The HARB reviewed the application in detail and made the following comments:

- *The HARB complimented the applicant for the revisions addressing their previous comments.*
- *Discussion focused on whether to discharge the exhaust to the north or west. Points made for both options, eventually consensus was for the north discharge option (rotate 90-degrees).*
- *The ductwork mounting brackets were judged to be overly large and too exposed. Options for providing smaller, better concealed anchorage were discussed. Requested the designers to use equipment anchorage methods that would be less exposed and visually intrusive.*
- *Anchors into the brick wall must be installed in the mortar joints, not the face brick.*
- *The HARB was disappointed that a less visible, in-line vertical exhaust fan was not considered. The applicant said it was too expensive, 10%-15% more.*

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-18 as submitted, with the following modifications and clarifications:

1. *The final exhaust duct shall be rotated 90-degrees to discharge to the site's north side.*
2. *The system shall be installed using custom equipment mounting brackets that are concealed behind the fan and ductwork components to minimize the mounting system's visibility.*
3. *Anchorage of the mounting brackets to the brick wall will be installed in the mortar joints, not the face brick.*
4. *Exhaust system components will be painted black.*

Application Numbers: 2025-18

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

PROJECT ADDRESS: 120 N. Church Street

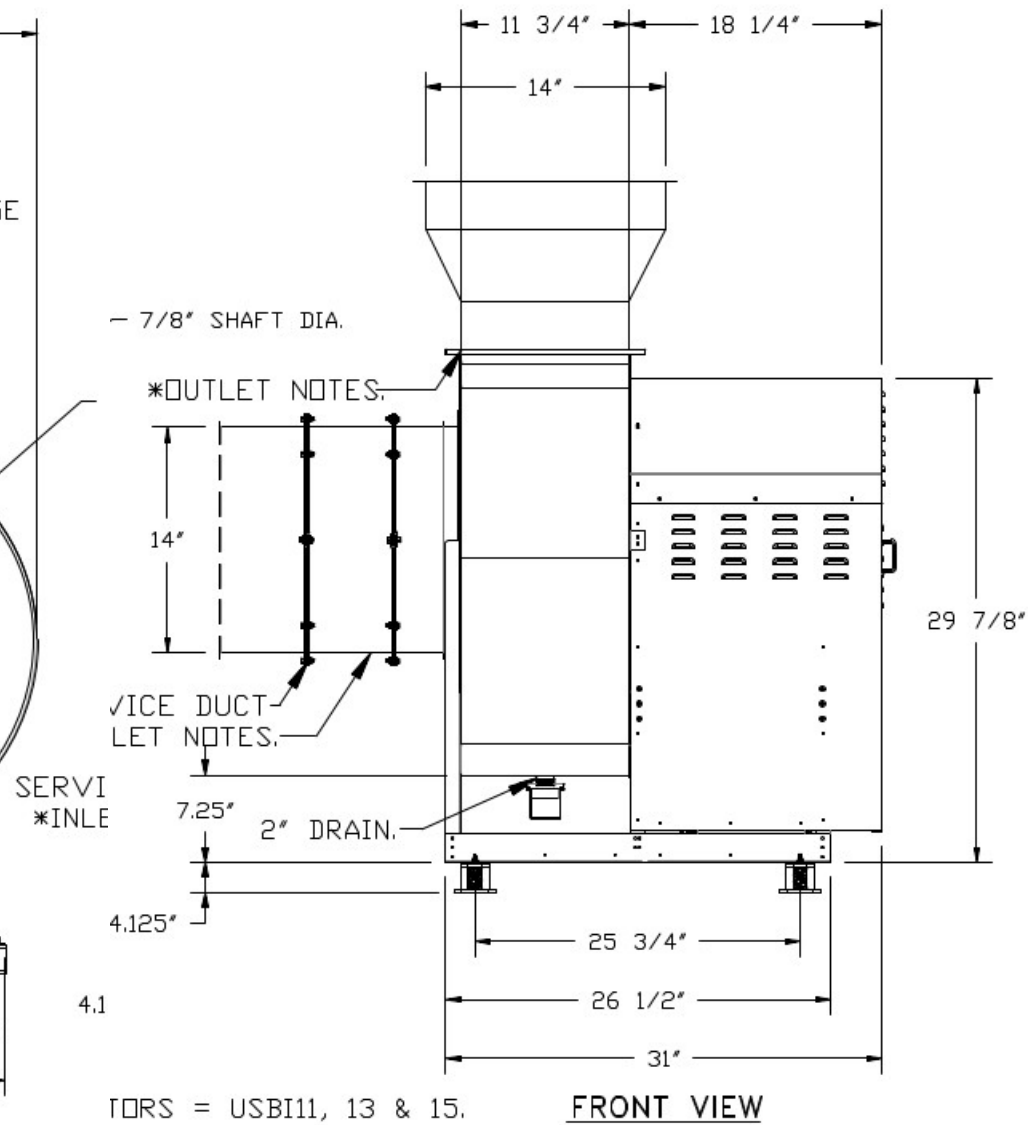
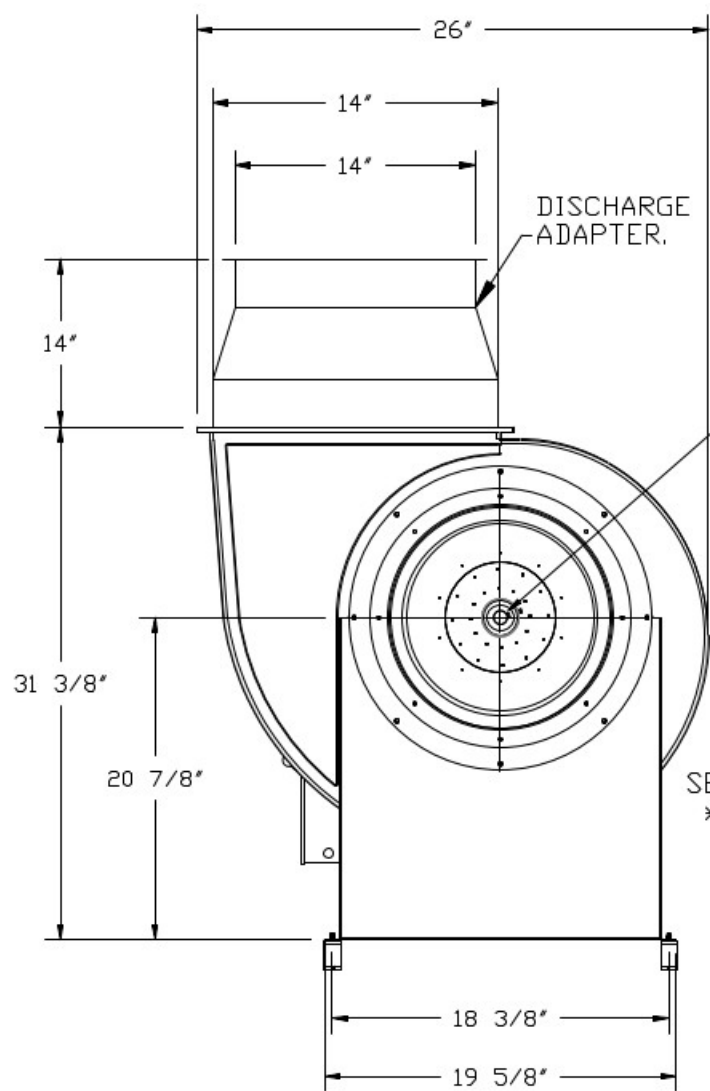
5) Borough Council's Action and Date

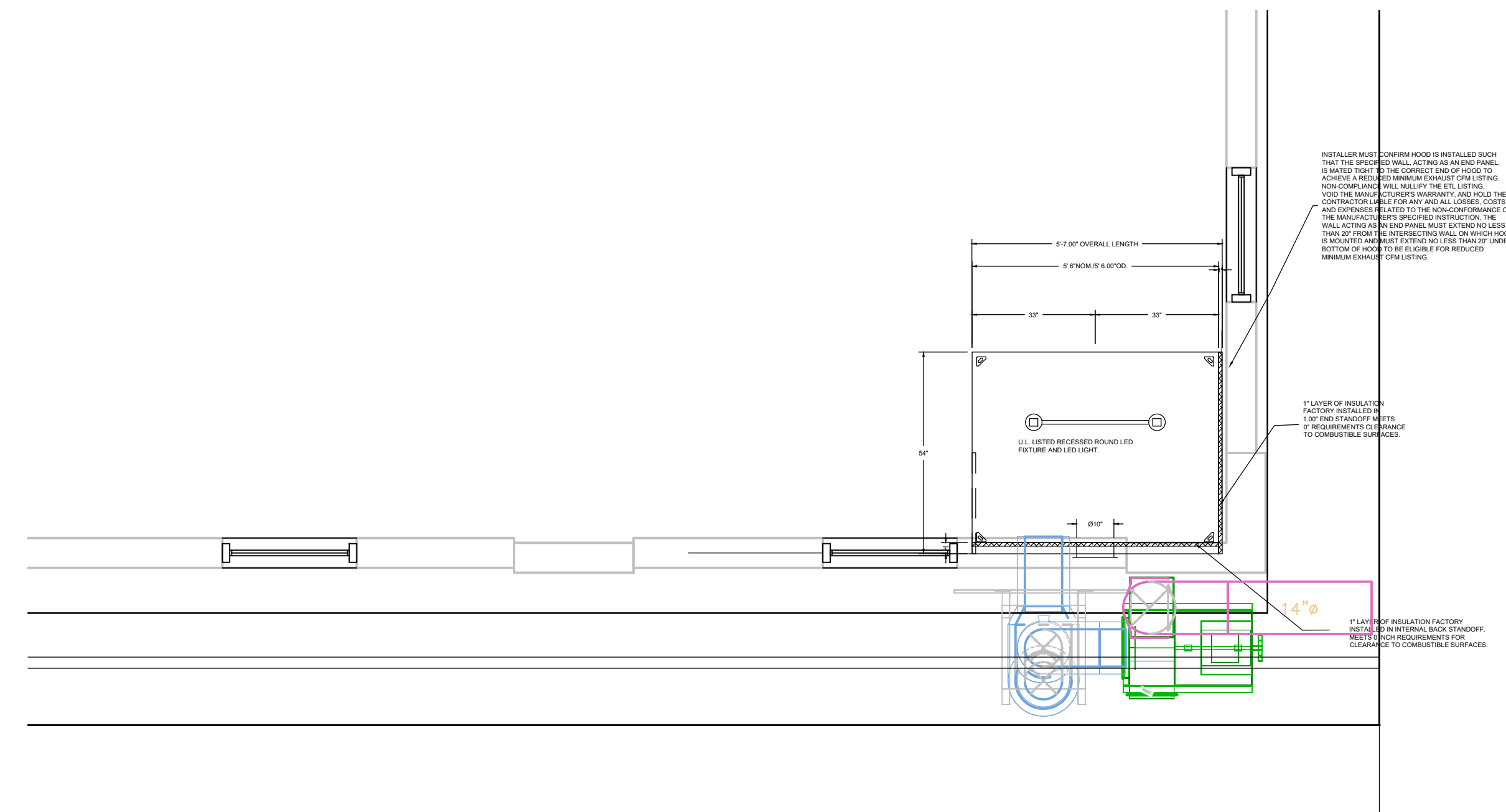
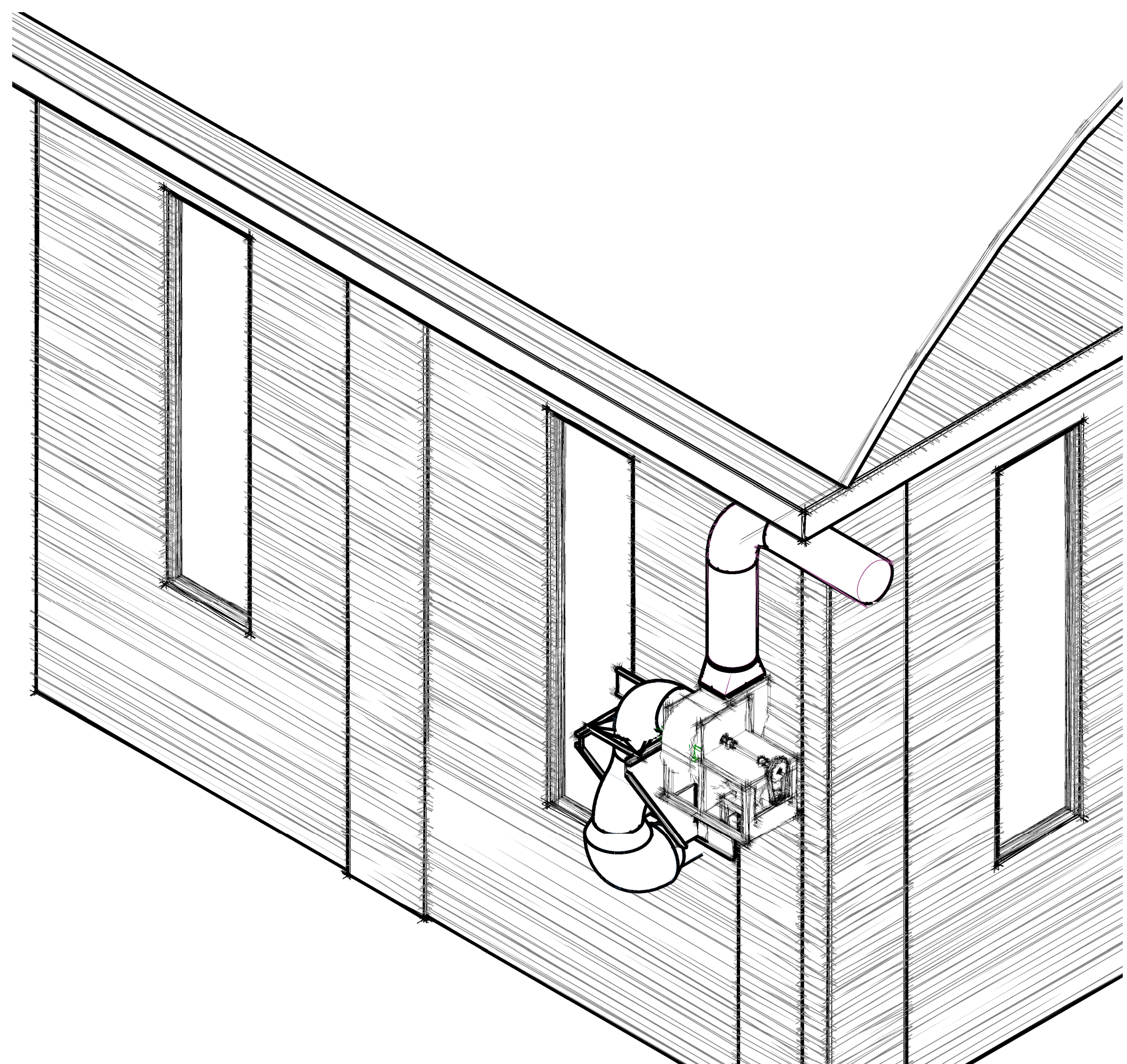
- ☐ Approved per HARB recommendation:
- ☐ Denied for the following reasons:
- ☐ Approved with the following differences from HARB recommendation:

.....

Date of Action Taken: _____, 2025

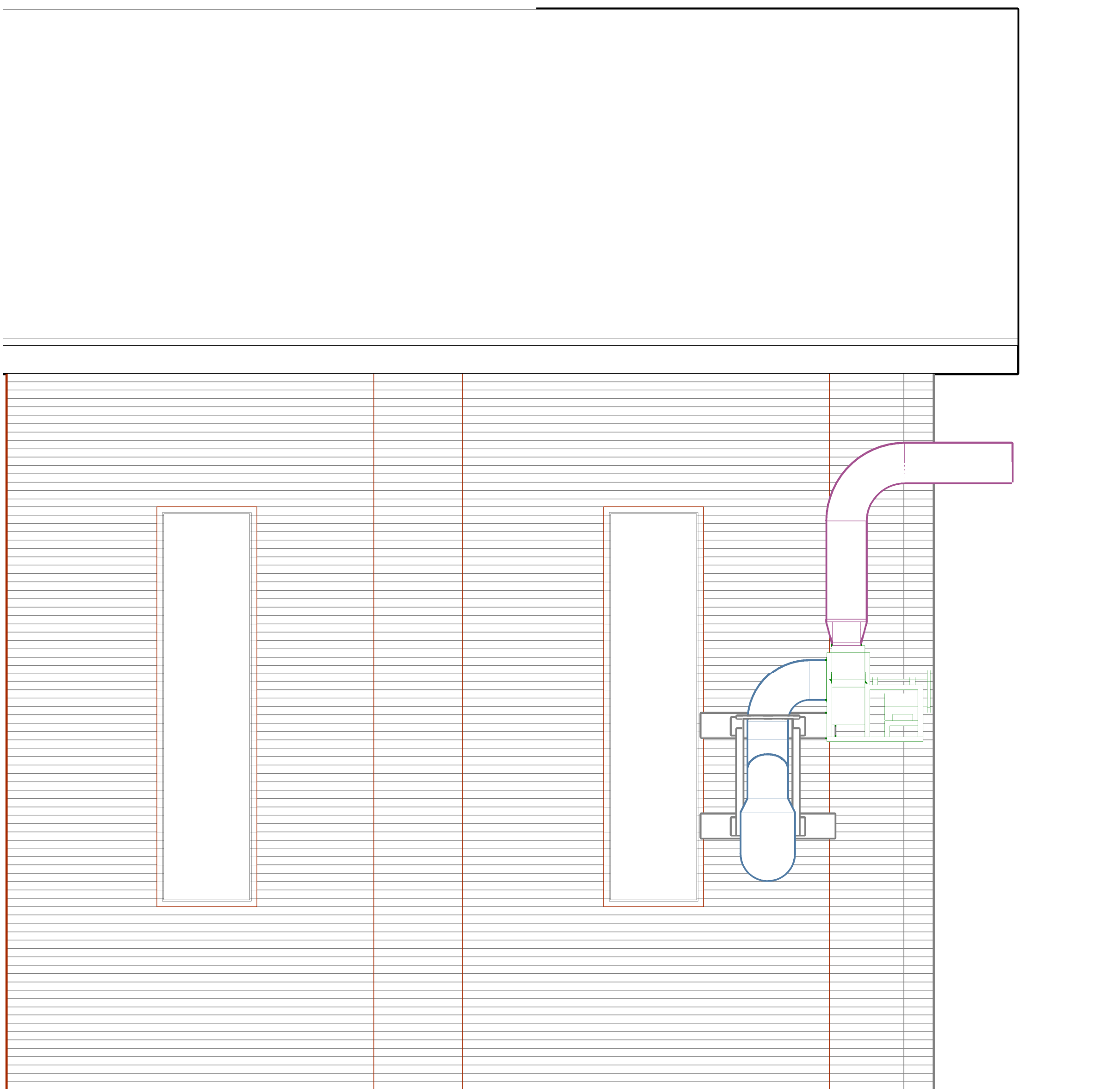
Borough Manager's Signature:





1 KITCHEN HOOD PLAN

SK-1 3/8"=1'-0"



2 KITCHEN HOOD ELEVATION

PRELIMINARY
05/28/2025

TURKS HEAD WINERY
120 NORTH CHURCH STREET
WEST CHESTER, PA

DATE:	05/16/2025	DRAWN BY:	E. G. M.,	PROJECT NO:	*
DATE:		REVISION:		REVISION DESCRIPTION:	CKD.

KITCHEN EXHAUST RISER

DRAWING:

Application not yet complete

Project Description: 25118D-CR St Agnes CHOIR Mezzanine
Add A/C to the choir mezzanine. Install outside Mitsubishi A/C unit and indoor air handler

Permit Number:	COA-25-0011	Applicant:	BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC
Initial Application Number:	REFERENCE-25-0577	Primary Contact:	BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC
Permit Type:	CERTIFICATE OF APPROPRIATENESS- REPAIR	Primary Contractor:	BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC
Status:	INCOMPLETE SUBMITTAL	Last Activity:	06/17/2025 09:55
Process State:	Pending	Last Inspection Date:	
Parent Permit:		Initiated:	06/13/2025
Assigned To:	User WENDY MECKE	Submitted:	06/13/2025 Application is 5 days old
Fast Track:	☐	Completed:	1 of 3 submittals received, 0 of 3 submittals accepted.
Applied for Online:	☒	Approved:	0 of 3 (0%) steps approved.
		Ready:	\$0.00 paid (100%), \$0.00 due.
		Issued:	
		Finalized:	No inspections.
		Closed:	\$0.00 deferred fees due.
		Expires:	12/10/2025 Exp Override: ☐

Site Address

Site Address: 233 W GAY ST [Verify Address and Coordinates](#)

Site City: WEST CHESTER **Latitude:**

State: PA **Site Zip:** 19380 **Longitude:**

Inspection Area:

Zone: TC Town Center

Primary Parcel: 1-8-244

Contact

Contact Phone Numbers Email Addresses Details Secure Details Points of Contact Contractor License Portal Accounts

Contractor: Yes **Active:** ☒

Display Name: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

Primary Phone: (610) 692-3900 **Primary Email:** CFULLER@BVHVAC.COM

Primary Contractor License Number: 4628 **Expiration Date:** 12/31/2099

Portal Access Code: VTCJV-5NCX8

Mailing Address

302 COMMERCE DR
SUITE 100
EXTON, PA 19341

[Edit Address](#)

APPLICATION DATE: 06/17/2024

APPLICATION NUMBER: 2025-20

Permit #: COA-25-0011	Status: INCOMPLETE SUBMITTAL	Contact: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC	Site Address: 233 W GAY ST
Type: CERTIFICATE OF APPROPRIATENESS- REPAIR	Project Name: 25118D-CR St Agnes CHOIR Mezzanine	Contractor: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC	WEST CHESTER, PA 19380

Name	Value
REASON FOR APPROPRIATENESS APPLICATION:*	Replacement or alteration from original 
LOCATION OF PROJECT:*	233 W Gay Street 
NAME OF BUSINESS:*	St Agnes Church 
WHICH ELEMENTS DID YOU CHANGE:	Adding A/C unit on the side. 
ON HOW MANY FACADES:	
WHAT WAS THE OLD IS THE MATERIAL:	
WHAT IS THE PROPOSED NEW MATERIAL:	
HOW WILL IT BE INSTALLED:	
ARE YOU USING ANY HISTORICAL MATERIALS:	
IF SO, WHAT AND HOW:	
WHAT WERE THE OLD DIMENSIONS:	
WHAT ARE THE NEW DIMENSIONS:	
WHAT ARE THE OLD COLORS:	
WHAT ARE THE NEW COLORS:	
WHY DO YOU WISH TO MAKE THESE CHANGES:	

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 233 W. Gay Street

- 1) **Date of HARB Review:** June 26, 2025
- 2) **Applicant's Proposal:** Exterior HVAC Equipment – Choir Mezzanine
- 3) **Findings:**

The project is for the installation of a new exterior HVAC condensing unit at the St. Agnes Church, to serve the choir mezzanine. Carol Quigley appeared on behalf of the applicant, Brandywine Heating and Air Conditioning, to present the project. Ms. Quigley described the final project as follows:

- *Install one new exterior condensing unit on the west side of the St. Agnes Church Building, in front of two existing basement level windows.*
- *The condensing unit will be mounted at grade on a concrete pad.*
- *New shrubbery will be installed to fully conceal the condensing unit from public view.*

The HARB reviewed the application in detail. There was some confusion regarding the mechanical piping and electrical wiring connections from the church to the condensing unit. No mention is made about this in the application. The existing church has stone exterior walls. Visible penetrations and/or surface routing of the piping is not appropriate on this distinctive building. Ms. Quigley reported she was told the connections would not be visible, but no details were provided to her. The HARB conjectured the connections could be routed below grade.

To keep the project on track, the HARB made a motion based on “concealed” connections. Should the actual design be different, the applicant will need to submit updated design details for further review.

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-20 as submitted, with the following clarification:

1. *The approval is based on the requirement that there will be no visible above-grade piping or wiring connections to the condensing unit from the church building.*

Application Numbers: [2025-20](#)

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: [233 W. 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: _____, 2025

Borough Manager's Signature:

St Agnes 233 W Gay Street AC Replacement for Choir Mezzanine

Straight on view of outside equipment location.

Mitsubishi A/C unit to be place between the shrubbs and window. The unit will be placed on a 3 ft x 1.5 ft concrete slab.

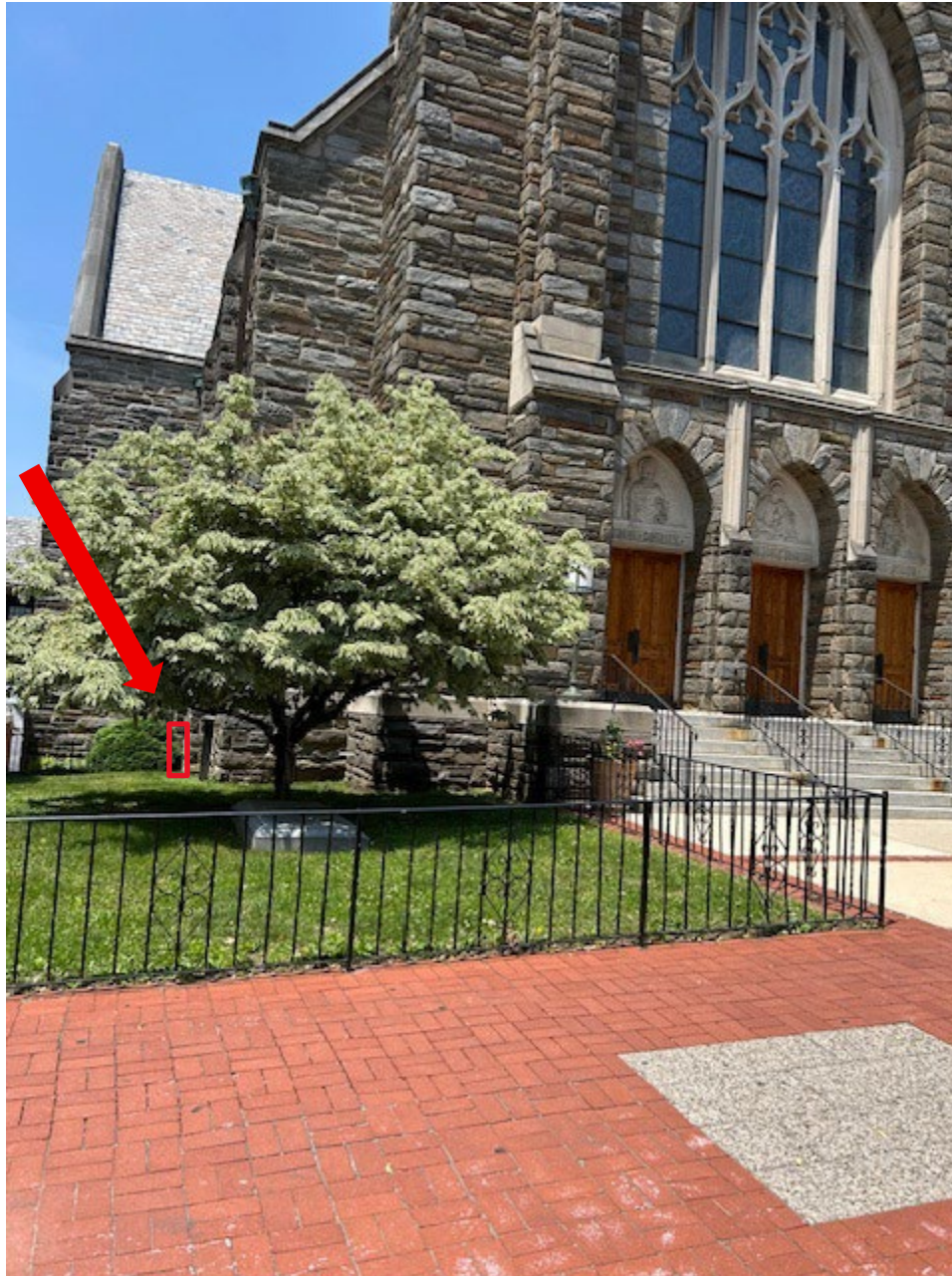
The existing shrubbery will remain and trimmed appropriately. St. Agnes' maintenance personnel will plant additional evergreen shrubbery to screen from public view, if necessary.



Straight on view from Gay Street.



Angled view from Gay Street.





St. Agnes Mitsubishi install for Choir Mezzanine

Location of outside equipment is circled.

MSY-GS30NA2 & MUY-GS30NA2
30,000 BTU/H WALL-MOUNTED INDOOR UNIT
30,000 BTU/H COOLING ONLY OUTDOOR UNIT



Job Name:

System Reference:

Date:



Indoor Unit.....MSY-GS30NA2

Outdoor Unit.....MUY-GS30NA2



←-----Outdoor equipment

INDOOR UNIT FEATURES

- Dual Barrier Coating
- Slim wall-mounted indoor units provide zone comfort control
- The outdoor unit powers the indoor unit, and should a power outage occur, the system is automatically restarted when power returns
- Multiple fan speed options: Low, Medium, High, Super-high
 - Auto and Powerful modes available in addition to the four fan speeds
- Multiple control options available:
 - Back-lit screen handheld remote controller (provided with the unit)
 - kumo cloud® smart device app for remote access
 - Third-party interface options
 - Wired or wireless controllers
- Hot-Start Technology: no cold air rush at equipment startup or when restarting after defrost cycle
- Powerful Operation: quickly cools or heats the room by automatically adjusting fan speed and set temperature for 15 minutes
- Weekly Timer: easily set desired temperatures and operation ON/OFF times to match your lifestyle
- Smart Set: recalls a preferred preset temperature setting at the touch of a button
- Smart Dry Mode: improved moisture removal is achieved by optimizing the control of the indoor fan, compressor, and heat exchanger
- Wide Vane mode provides an airflow of 150° in heating and 100° in cooling
- Nano Platinum Filter: incorporates nanometer-sized platinum-ceramic particles that kill bacteria and deodorize air
- Anti-allergy Enzyme Filter: traps allergens such as molds and bacteria and decomposes them using enzymes

OUTDOOR UNIT FEATURES

- INVERTER-driven compressor and LEV provide high efficiency and comfort while using only the energy needed to maintain maximum performance
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
 - Rated for 2,000 hours spraying time per ASTM B117 Standard

SPECIFICATIONS: MSY-GS30NA2 & MUY-GS30NA2

Cooling at 95°F ¹	Maximum Capacity	BTU/H	30,600
	Rated Capacity	BTU/H	30,600
	Minimum Capacity	BTU/H	10,300
	Maximum Power Input	W	3,320
	Rated Power Input	W	3,320
	Moisture Removal	Pints/h	7.8
	Sensible Heat Factor		0.72
	Power Factor [208V / 230V]	%	98.0 / 98.0
Efficiency	SEER2		19.2
	EER2 ¹		9.2
	HSPF2 [I/V]		—
	ENERGY STAR® Certified		No
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	187 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
	Recommended Fuse/Breaker Size (Outdoor)	A	25
	Recommended Wire Size [Indoor - Outdoor]	AWG	14
	Power Supply		Indoor unit is powered by the outdoor unit
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.76
	Fan Motor Output	W	56
	Airflow Rate at Cooling, Dry	CFM	379–613–710–932
	Airflow Rate at Cooling, Wet	CFM	341–552–639–839
	Sound Pressure Level [Cooling]	dB[A]	34–42–49–53
	Drain Pipe Size	In. [mm]	5/8 [16]
	Coating on Heat Exchanger		—
	External Finish Color		White(Munsell 1.0Y 9.2/0.2)
	Unit Dimensions	W x D x H: In. [mm]	46-1/16 x 11-5/8 x 14-3/8 [1,170 x 295 x 365]
	Package Dimensions	W x D x H: In. [mm]	51 x 18-1/2 x 14-1/4 [1,300 x 470 x 360]
	Unit Weight	Lbs. [kg]	45 [20]
	Package Weight	Lbs. [kg]	52 [23]
Indoor Unit Operating Temperature Range	Cooling Intake Air Temp [Maximum / Minimum]*	°F	90 DB, 73 WB / 67 DB, 57 WB
Outdoor Unit	MCA	A	22.0
	MOCP	A	25
	Fan Motor Full Load Amperage	A	0.93
	Fan Motor Output	W	50
	Airflow Rate [Cooling / Heating]	CFM	56
	Refrigerant Control		LEV
	Defrost Method		N/A
	Sound Pressure Level, Cooling ¹	dB(A)	55
	Compressor Type		Twin Rotary
	Compressor Model		SNB220FQAM1T
	Compressor Rated Load Amps	A	13.8
	Compressor Locked Rotor Amps	A	17.3
	External Finish Color		Munsell 3Y 7.8/1.1
	Unit Dimensions	W x D x H: In. [mm]	33-1/16 x 13 x 34-5/8 [840 x 330 x 880]
	Package Dimensions	W x D x H: In. [mm]	38-3/4 x 16-3/4 x 39 [980 x 420 x 990]
	Unit Weight	Lbs. [kg]	122 [55]
	Package Weight	Lbs. [kg]	138 [63]
Outdoor Unit Operating Temperature Range	Cooling Air Temp [Maximum / Minimum]*	°F	115 DB / 14 DB
	Cooling Thermal Lock-out / Re-start Temperatures**	°F	-4 / 0
Refrigerant	Type		R410A
	Pre-Charged Refrigerant Amount	Lbs, oz	4.0, 5.0
	Maximum Pre-Charged Piping Length	Ft. [m]	25.0 [7.5]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	1.08 [20]
Piping	Gas Pipe Size O.D. [Flared]	In.[mm]	5/8 [15.88]
	Liquid Pipe Size O.D. [Flared]	In.[mm]	1/4 [6.35]
	Maximum Piping Length	Ft. [m]	100 [30]
	Maximum Height Difference	Ft. [m]	50 [15]
	Maximum Number of Bends		10

NOTES:

AHRI Rated Conditions

(Rated data is determined at a fixed compressor speed)

¹Cooling (Indoor // Outdoor)

²Heating at 47°F (Indoor // Outdoor)

³Heating at 17°F (Indoor // Outdoor)

°F 80 DB, 67 WB // 95 DB, 75 WB

°F 70 DB, 60 WB // 47 DB, 43 WB

°F 70 DB, 60 WB // 17 DB, 15 WB

*Indoor/Outdoor Unit Operating Temperature Range (Cooling Air Temp [Maximum / Minimum]):

• Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

**Outdoor Unit Operating Temperature Range (Cooling Thermal Lock-out / Re-start Temperatures):

• System cuts out in heating mode to avoid thermistor error and automatically restarts at these temperatures.

INDOOR UNIT ACCESSORIES: MSY-GS30NA2

Control Interface	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ PAC-WHS01HC-E
	Procon BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	System Control Interface	☐ MAC-334IF-E
	Thermostat Interface	☐ PAC-US445CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Wired Remote Sensor	☐ M21EAA307
	Wireless temperature and humidity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ PAR-40MAAU
	Simple Ductless Wired Remote Controller	☐ PAC-SDW01RC-1
	Simple MA Remote Controller†	☐ PAC-YT53CRAU-J
	Touch MA Controller†	☐ PAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Lockdown bracket for remote controller	☐ RCMKP1CB
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Alarm Extension Cable — 6.5 Ft.	☐ C13-192
	Blue Diamond MultiTank — collection tank for use with multiple pumps	☐ C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Drain Pan Level Sensor/Control	☐ SS610E
	Refco Condensate Pump (100-240 VAC)	☐ GOBI-II
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	☐ COMBI
	Sauermann Condensate Pump	☐ SI30-230
Disconnect Switch	(30A/600V/UL) [fits 2" X 4" utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2" X 4" utility box] - White	☐ TAZ-MS303W
Lineset	100' x 1/4" x 100' x 5/8" Lineset (Twin-Tube Insulation)	☐ MLS145812T-100
	15' x 1/4" x 15' x 5/8" Lineset (Twin-Tube Insulation)	☐ MLS145812T-15
	30' x 1/4" x 30' x 5/8" Lineset (Twin-Tube Insulation)	☐ MLS145812T-30
	50' x 1/4" x 50' x 5/8" Lineset (Twin-Tube Insulation)	☐ MLS145812T-50
	65' x 1/4" x 65' x 5/8" Lineset (Twin-Tube Insulation)	☐ MLS145812T-65

NOTES:

†Requires MAC-334IF-E

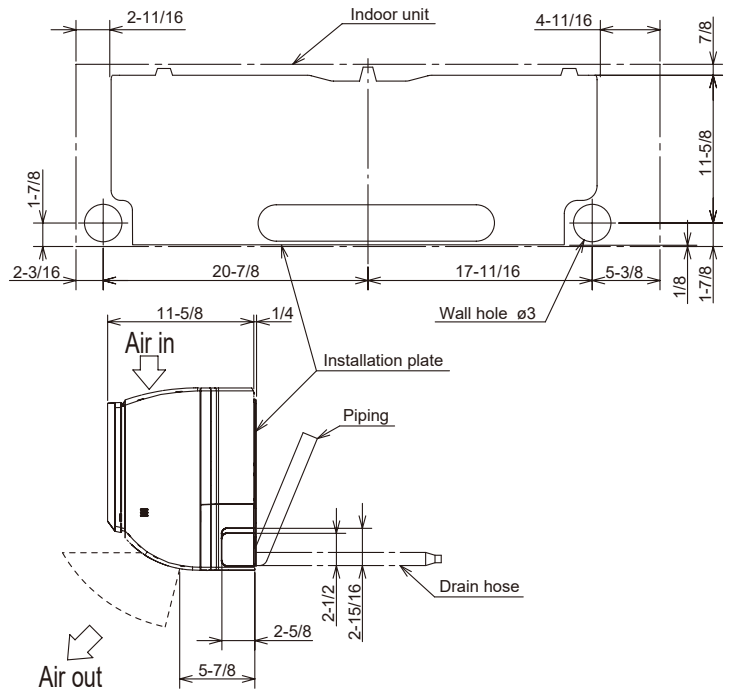
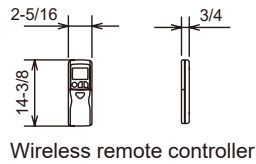
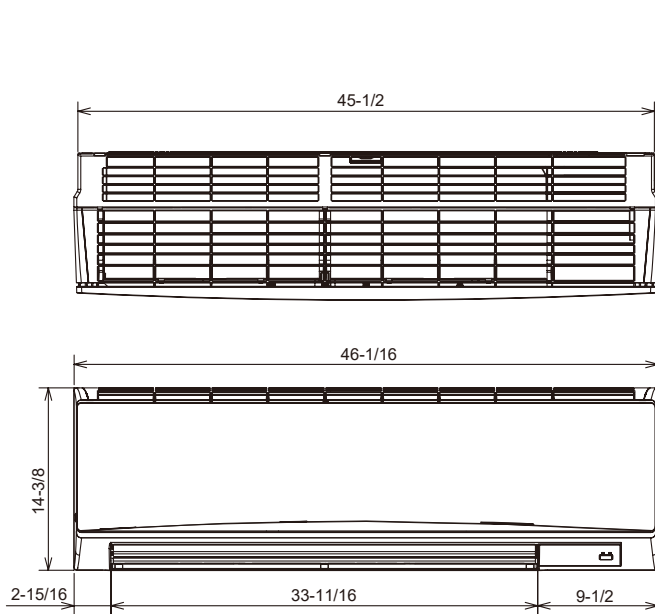
- M-Series EZ FIT® Recessed Ceiling Cassette, Floor-mount and Wall-mount
Allows indoor units to connect to an MA Controller:
 - Deluxe MA Remote Controller
 - Simple MA Controller
 - Touch MA Controller

OUTDOOR UNIT ACCESSORIES: MUY-GS30NA2

Air Outlet Guide	Air Outlet Guide	☐ MAC-890SG-E
Control/Service Tool	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	Maintenance Tool Interface	☐ PAC-USCMS-MN-1
Drain Socket	Drain Socket	☐ MAC-871DS
Hail Guards	Hail Guard	☐ HG-A7
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ SW144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ SW144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ SW164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	☐ SW164-50
Mounting Pad	Condensing Unit Mounting Pad: 16" x 36" x 3"	☐ ULTRILITE1
	Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	☐ DSD-400P
Stand	18" Single Fan Stand	☐ QSMS1801M
	24" Single Fan Stand	☐ QSMS2401M
	Condenser Wall Bracket	☐ QSWB2000M-1
	Condenser Wall Bracket - Stainless Steel Finish	☐ QSWBSS
	Outdoor Unit Stand — 12" High	☐ QSMS1201M

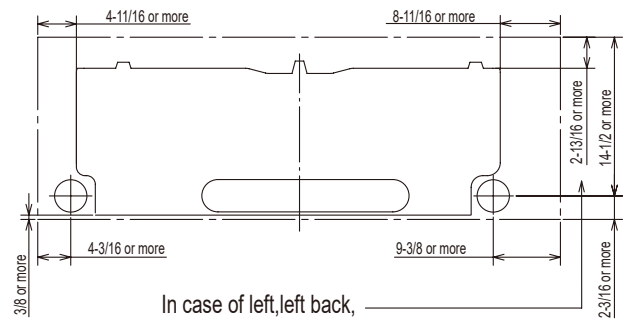
INDOOR UNIT DIMENSIONS: MSY-GS30NA2

Unit : inch



	PIPING	INSULATION
LIQUID LINE	$\phi 3/8$ - 19-11/16 (FLARED CONNECTION $\phi 1/4$)	$\phi 1-1/4$ O.D $\phi 9/16$ I.D
GAS LINE	$\phi 15/32$ - 17-13/16 (FLARED CONNECTION $\phi 5/8$)	$\phi 1-7/16$ O.D $\phi 13/16$ I.D
DRAIN HOSE	INSULATION $\phi 1-1/8$ CONNECTED PART $\phi 5/8$ O.D	

Required Space (Indoor Unit)

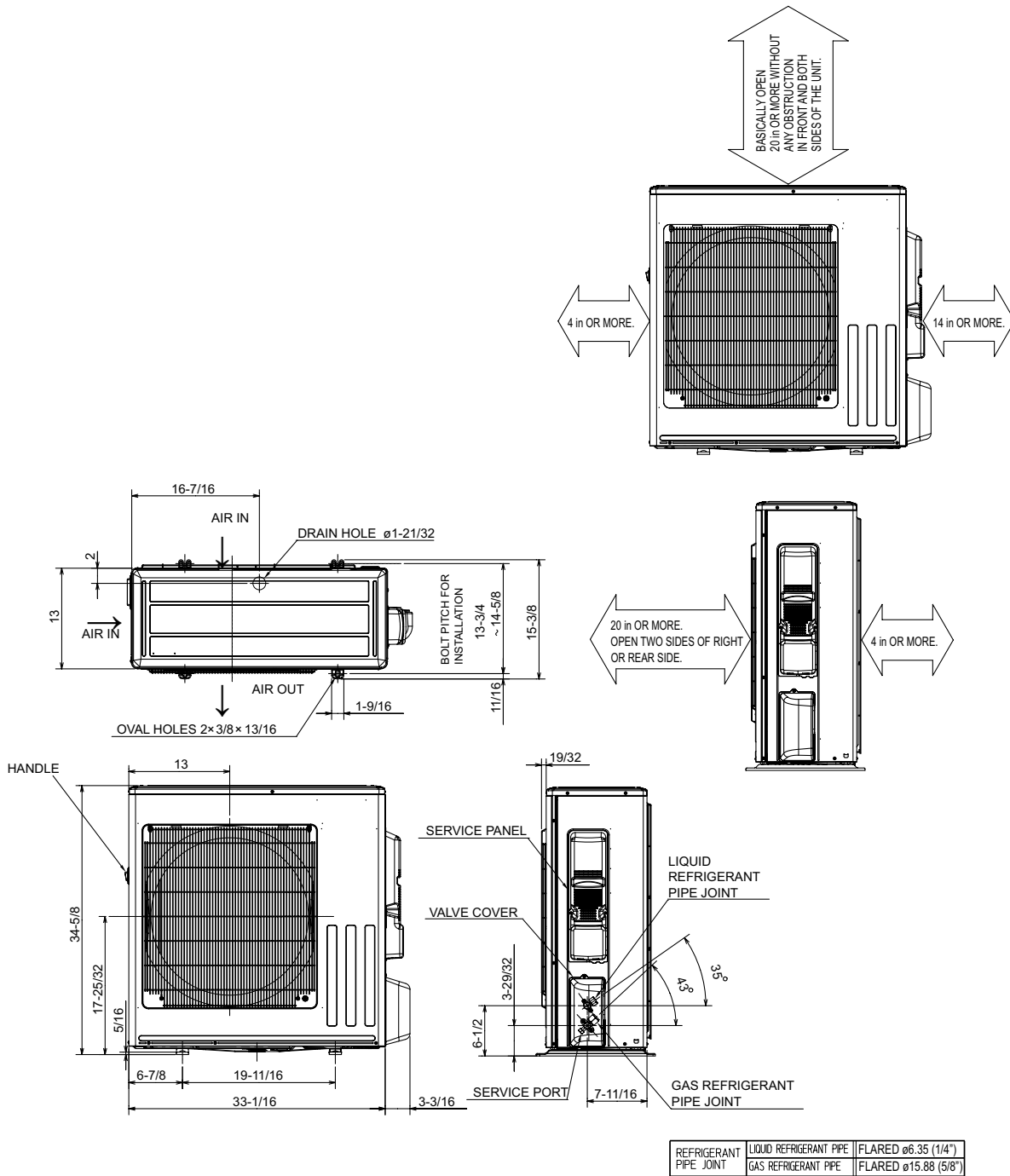


In case of left, left back,
or left under piping (using spacer) 5-1/8 or more

OUTDOOR UNIT DIMENSIONS: MUY-GS30NA2

Unit: inch

REQUIRED SPACE



FORM# MSY-GS30NA2 & MUY-GS30NA2 - 202312

1340 Satellite Boulevard Suwanee, GA 30024
Toll Free: 800-433-4822 www.mehvac.com



i Current processing time is 20 days (In review 20 days)

Project Description: 25117D-CR St Agnes
Rectory office AC replacement & Add A/C to the choir mezzanine. Install outside Mitsubishi A/C unit and indoor air handler

Permit Number: COA-25-0010

Initial Application Number: REFERENCE-25-0527

Permit Type: CERTIFICATE OF APPROPRIATENESS- REPAIR

Status: INCOMPLETE SUBMITTAL

Process State: Pending

Parent Permit:

Assigned To: User WENDY MECKE

Fast Track: ☐

Applied for Online: ☒

Applicant: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

Primary Contact: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

Primary Contractor: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

Last Activity: 06/17/2025 10:32

Last Inspection Date:

Initiated: 05/29/2025

Submitted: 05/29/2025 Application is 20 days old

Completed: 05/29/2025 2 of 4 submittals received, 1 of 4 submittals accepted.

Approved: 0 of 3 (0%) steps approved.

Ready: \$0.00 paid (100%), \$0.00 due.

Issued:

Finalized: No inspections.

Closed: \$0.00 deferred fees due.

Expires: 11/25/2025 Exp Override: ☐

Site Address

Site Address: 233 W GAY ST

Site City: WEST CHESTER

State: PA **Site Zip:** 19380

Inspection Area:

Zone: TC Town Center

[Verify Address and Coordinates](#)

Latitude:

Longitude:

Contact

[Contact](#) [Phone Numbers](#) [Email Addresses](#) [Details](#) [Secure Details](#) [Points of Contact](#) [Contractor License](#) [Portal Accounts](#)



[Replace Photo](#)

Contractor: Yes

Active: ☒

Display Name: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

Primary Phone: (610) 692-3900

Primary Email: CFULLER@BVHVAC.COM

Primary Contractor License Number: 4628

Expiration Date: 12/31/2099

Portal Access Code: VTCJV-5NCX8

Mailing Address

302 COMMERCE DR
SUITE 100
EXTON, PA 19341

[Edit Address](#)

Physical Address

Permit #: COA-25-0010 Status: INCOMPLETE SUBMITTAL Contact: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC Site Address: 233 W GAY ST
Type: CERTIFICATE OF APPROPRIATENESS- REPAIR Project Name: 25117D-CR St Agnes Contractor: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC WEST CHESTER, PA 19380

Name	Value
REASON FOR APPROPRIATENESS APPLICATION:*	Repair
LOCATION OF PROJECT:*	233 W Gay Street
NAME OF BUSINESS:*	St Agnes Church
WHICH ELEMENTS DID YOU CHANGE:	add HVAC equipment side of the building
ON HOW MANY FACADES:	
WHAT WAS THE OLD IS THE MATERIAL:	
WHAT IS THE PROPOSED NEW MATERIAL:	
HOW WILL IT BE INSTALLED:	
ARE YOU USING ANY HISTORICAL MATERIALS:	
IF SO, WHAT AND HOW:	
WHAT WERE THE OLD DIMENSIONS:	
WHAT ARE THE NEW DIMENSIONS:	
WHAT ARE THE OLD COLORS:	
WHAT ARE THE NEW COLORS:	
WHY DO YOU WISH TO MAKE THESE CHANGES:	Replacing the AC for the office

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 233 W. Gay Street

- 1) **Date of HARB Review:** June 26, 2025
- 2) **Applicant's Proposal:** Exterior HVAC Equipment – Rectory Office

3) **Findings:**

The project is for the installation of a new exterior HVAC condensing unit at the St. Agnes Rectory Building to serve the Rectory office. Carol Quigley appeared on behalf of the applicant, Brandywine Heating and Air Conditioning, to present the project. There was some confusion because the most recent June 25, 2025 design documents were not available for HARB review. Ms. Quigley provided clarification and described the final project as follows:

- *Install one new exterior condensing unit on a ground mounted concrete pad.*
- *To conceal the electrical and mechanical equipment connections to the building, the piping and wiring will be routed through a new penetration in the exterior brick building wall, down low and directly behind the condensing unit.*
- *New shrubbery will be installed to fully conceal the condensing unit from public view.*
- *Two adjacent existing, large metal wall vents will be removed, and the openings infilled with matching brick and mortar. The new brick will be keyed into the existing brick wall.*

The HARB reviewed the application in detail. Based on Ms. Quigley's clarification of the most recent design details, the proposed project was found to be well designed and appropriate.

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-19 as submitted, with the following clarification:

1. *The approval is based on the most recent design documents submitted on June 25, 2025.*

Application Numbers: 2025-19

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 233 W. 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: _____, 2025

Borough Manager's Signature:



St. Agnes Mitsubishi install for Rectory

The location of outside equipment is circled.

St Agnes 233 W Gay Street AC Replacement for Rectory

View of AC unit location from Gay Street



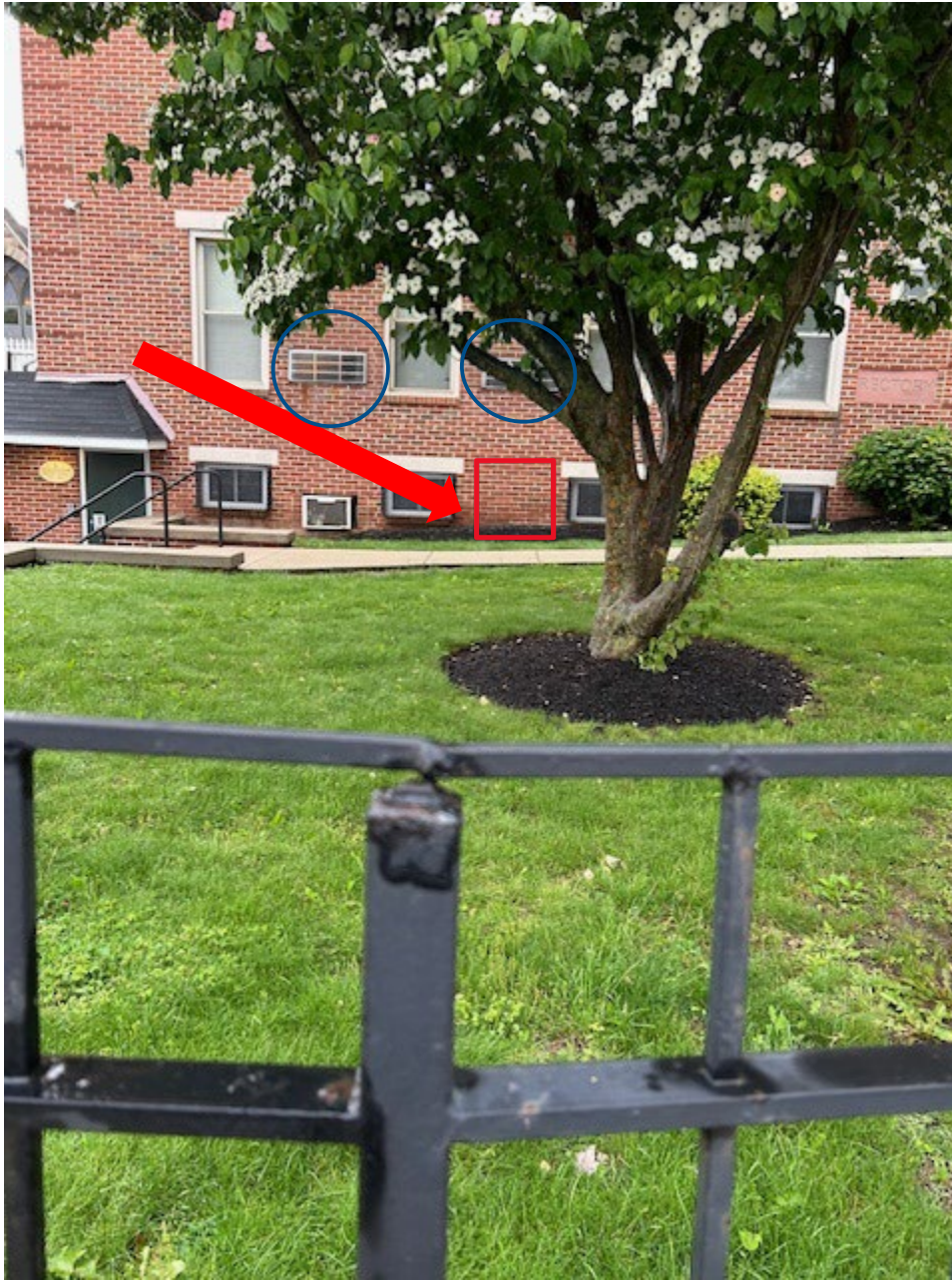
Straight on view of AC location. The new system will come through the wall at the upper level and run down to outdoor unit. It will look similar to a gutter drainage pipe, but it's a better material. The outdoor unit will be placed on a 3 ft x 1.5 ft concrete slab.

The existing vents (circled in blue below) will be removed, and the surrounding brick wall will be repaired/refaced by St. Agnes' maintenance personnel.

St. Agnes' maintenance personnel will plant additional evergreen shrubbery around the unit to screen from public view.



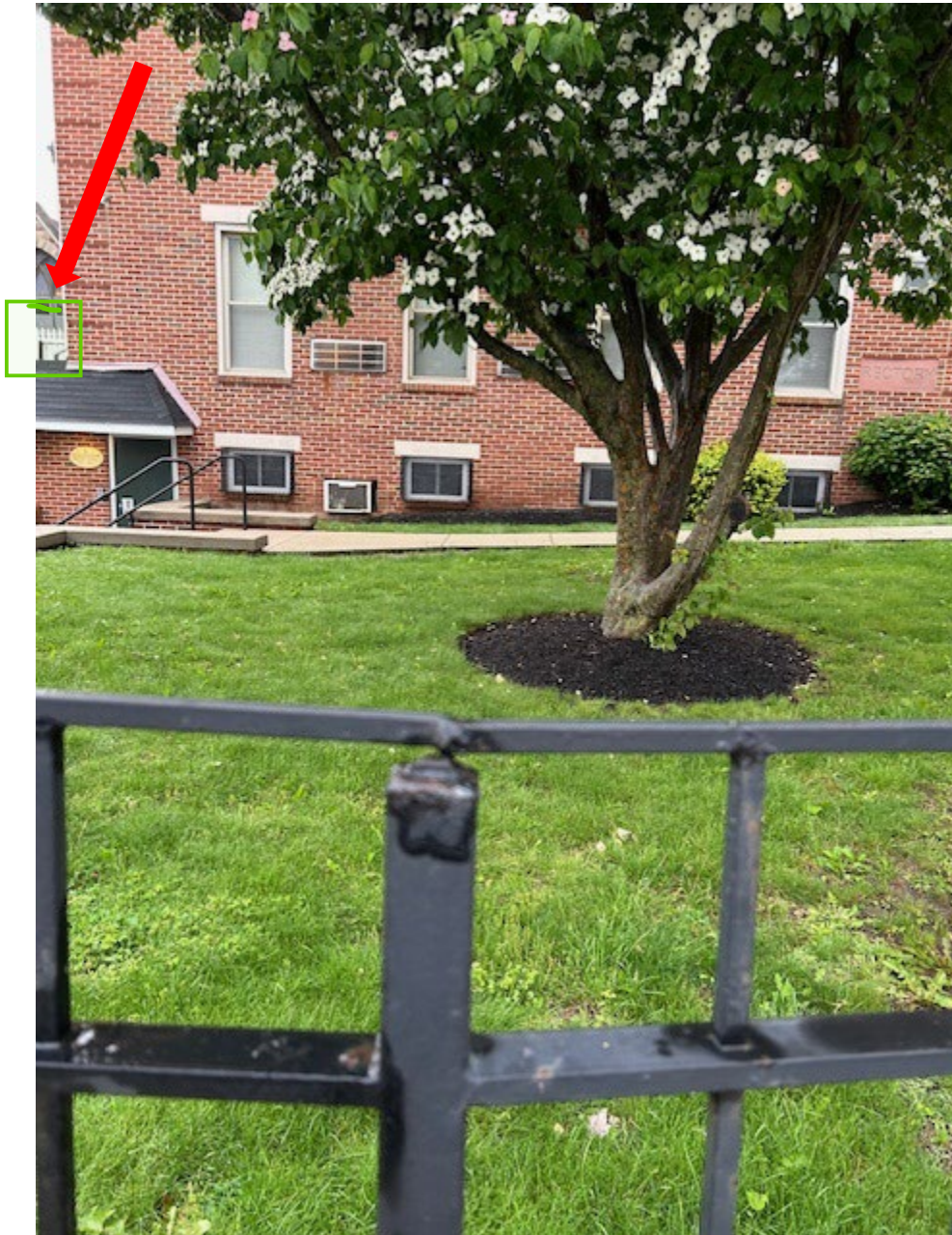
View of AC unit location from New Street. Vents in the wall will be removed and filled in with brick. Bushes to be planted around unit.



Not preferred, but the alternate location for the AC unit would be up on the back roof. Not visible from Gay Street.



View from New Street of the alternate location.



MSZ-GS12NA

12,000 BTU/H WALL-MOUNTED INDOOR UNIT



Job Name:

System Reference:

Date:



GENERAL FEATURES

- Slim wall-mounted indoor units provide zone comfort control
- Dual Barrier Coating applied to the heat exchanger, vanes and fan to prevent hydrophilic and hydrophobic dirt build-up
- Optional Microparticle Filter designed to capture PM2.5
- The outdoor unit powers the indoor unit, and should a power outage occur, the system is automatically restarted when power returns
- Quiet operation
- Smart Set: recalls a preferred preset temperature setting at the touch of a button
- Built-in backup/auxiliary heater control available
- Multiple fan speed options: Quiet, Low, Medium, High, Super-high, Auto
- Multiple control options available:
 - Back-lit screen handheld remote controller (provided with the unit)
 - kumo cloud® smart device app for remote access
 - Third-party interface options
 - Wired or wireless controllers

Specifications			System
Unit Type			MSZ-GS12NA
Cooling Capacity ^{1,3}		BTU/H	12,000
Heating Capacity ^{2,3}		BTU/H	14,400
Electrical	Voltage, Phase, Frequency		208/230, 1, 60
	Guaranteed Voltage Range	V AC	187 - 253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating [SCCR]	kA	5
Indoor Unit	MCA	A	1.0
	Fan Motor Full Load Amperage	A	0.5
	Fan Motor Output	W	30
	Airflow Rate at Cooling, Dry	CFM	134-160-222-307-381
	Airflow Rate at Cooling, Wet	CFM	121-144-200-276-343
	Airflow Rate at Heating, Dry	CFM	134-160-222-307-390
	Sound Pressure Level [Cooling]	dB[A]	19-22-30-37-45
	Sound Pressure Level [Heating]	dB[A]	19-22-30-37-43
	Drain Pipe Size	In. [mm]	5/8 [15.88]
	Coating on Heat Exchanger		Dual Barrier Coating
	External Finish Color		Munsell 1.0Y 9.2/0.2
	Unit Dimensions	W x D x H: In. [mm]	31-7/16 x 9-1/8 x 11-5/8 [798 x 232 x 295]
	Package Dimensions	W x D x H: In. [mm]	33-1/2 x 12 x 14 [850 x 300 x 350]
	Unit Weight	Lbs. [kg]	23 [10.4]
	Package Weight	Lbs. [kg]	26 [11.5]
Refrigerant	Type		R410A
Piping	Gas Pipe Size O.D. [Flared]	In. [mm]	3/8 [9.52]
	Liquid Pipe Size O.D. [Flared]	In. [mm]	1/4 [6.35]

NOTES:
Conditions

¹Cooling (Indoor // Outdoor)

²Heating at 47°F (Indoor // Outdoor)

°F

80 DB, 67 WB // 95 DB, 75 WB

°F

70 DB, 60 WB // 47 DB, 43 WB

³Capacity varies based on the number of indoor units operating and the model of the Multi-zone Outdoor Unit. For reference to connected capacity charts, please refer Multi-zone Outdoor Unit Operational Performance.

INDOOR UNIT ACCESSORIES: MSZ-GS12NA

Control Interface	BACnet® and Modbus® Interface	☐ PAC-UKPRC001-CN-1
	CN24 Relay Kit	☐ CN24RELAY-KIT-CM3
	IT Extender	☐ PAC-WHS01IE-E
	kumo station® for kumo cloud®	☐ PAC-WHS01HC-E
	System Control Interface	☐ MAC-334IF-E
	Thermostat Interface	☐ PAC-US444CN-1
	Thermostat Interface	☐ PAC-US445CN-1
	USNAP Adapter	☐ PAC-WHS01UP-E
	Wireless Interface for kumo cloud®	☐ PAC-USWHS002-WF-2
Remote Sensor	Wired Remote Sensor	☐ M21EAA307
	Wireless temperature and humidity sensor for kumo cloud®	☐ PAC-USWHS003-TH-1
Wired Remote Controller	Deluxe Wired MA Remote Controller†	☐ PAR-40MAAU
	Simple Ductless Wired Remote Controller	☐ PAC-SDW01RC-1
	Simple MA Remote Controller†	☐ PAC-YT53CRAU-J
	Touch MA Controller†	☐ PAR-CT01MAU-SB
Wireless Remote Controller	kumo touch™ RedLINK™ Wireless Controller	☐ MHK2
	Lockdown bracket for remote controller	☐ RCMKP1CB
Condensate	Blue Diamond (Advanced) Mini Condensate Pump w/ Reservoir & Sensor (208/230V) [recommended]	☐ X87-721
	Blue Diamond (MegaBlue Advanced) Condensate Pump w/ Reservoir & Sensor	☐ X87-835
	Blue Diamond Alarm Extension Cable — 6.5 Ft.	☐ C13-192
	Blue Diamond MultiTank — collection tank for use with multiple pumps	☐ C21-014
	Blue Diamond Sensor Extension Cable — 15 Ft.	☐ C13-103
	Drain Pan Level Sensor/Control	☐ SS610E
	Fascia Kit for MicroBlue Pump, mounts the MicroBlue and sensor directly beneath indoor unit	☐ T18-016
	Refco Condensate Pump (100-240 VAC)	☐ GOBI-II
	Refco Condensate Pump (100-240 VAC) up to 120,000 BTU/H	☐ COMBI
	Sauermann Condensate Pump	☐ SI30-230
Disconnect Switch	(30A/600V/UL) [fits 2" X 4" utility box] - Black	☐ TAZ-MS303
	(30A/600V/UL) [fits 2" X 4" utility box] - White	☐ TAZ-MS303W
Filter	Anti-allergy Enzyme Filter	☐ MAC-408FT-E
	Microparticle (PM2.5) Filter	☐ MAC-EMF515FT-E

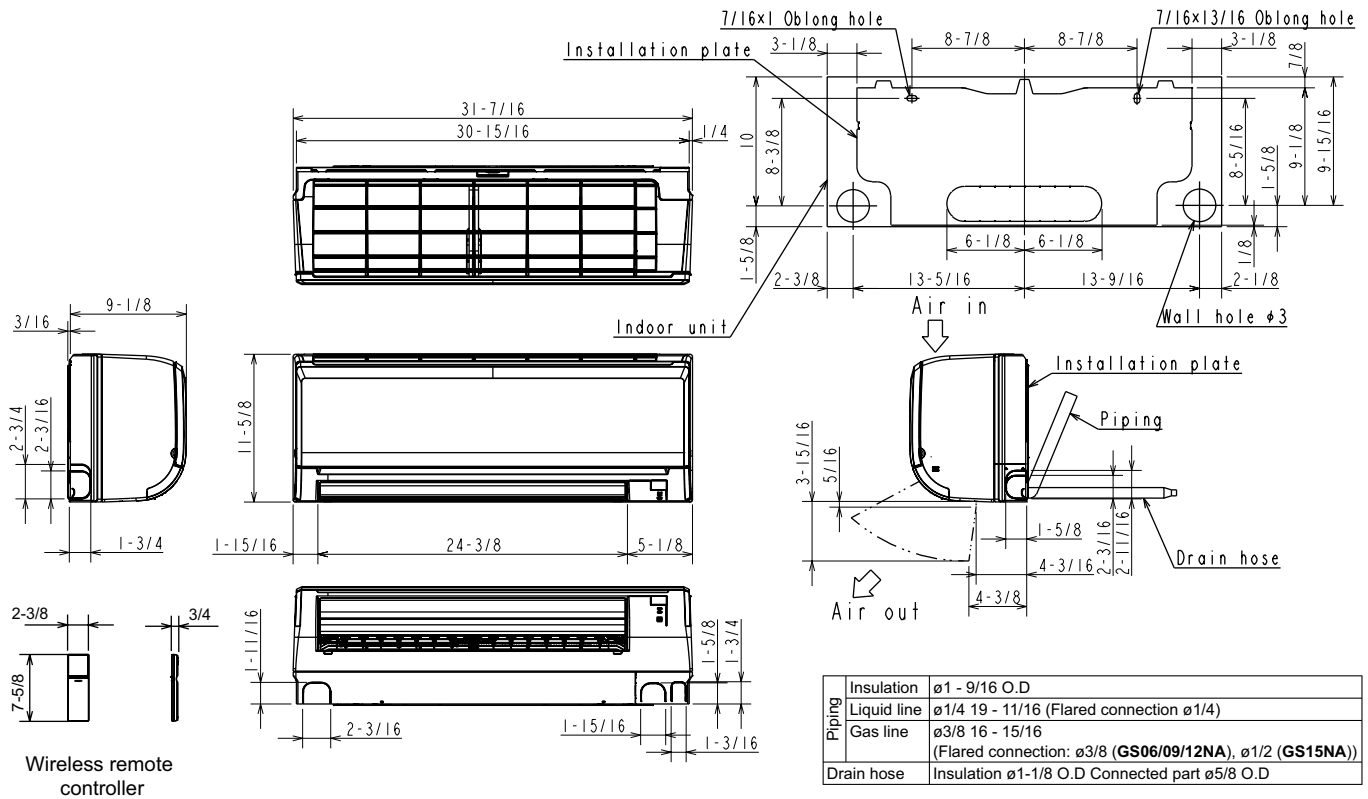
NOTES:

†Requires MAC-334IF-E

- M-Series EZ FIT® Recessed Ceiling Cassette, Floor-mount and Wall-mount
 - Allows indoor units to connect to an MA Controller:
 - Deluxe MA Remote Controller
 - Simple MA Controller
 - Touch MA Controller

INDOOR UNIT DIMENSIONS: MSZ-GS12NA

Unit: inch



1340 Satellite Boulevard Suwanee, GA 30024
Toll Free: 800-433-4822 www.mehvac.com



FORM# MSZ-GS12NA-U1 - 202304

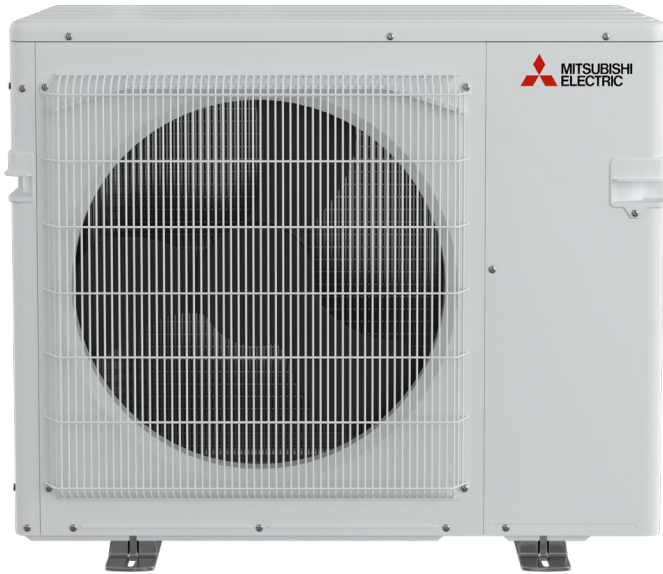
MXZ-3C30NA4 2.5-TON MULTI-ZONE INVERTER HEAT-PUMP SYSTEM



Job Name:

System Reference:

Date:



FEATURES

- Variable speed INVERTER-driven compressor
- Optional base pan heater
- Quiet outdoor unit operation as low as 52 dB(A)
- High-pressure protection
- Compressor thermal protection
- Compressor overcurrent detection
- Fan motor overheating/voltage protection
- Blue Fin anti-corrosion treatment applied to the outdoor unit heat exchanger for increased coil protection and longer life
 - Rated for 2,000 hours spraying time per ASTM B117 Standard

SPECIFICATIONS: MXZ-3C30NA4

Cooling ¹ (Non-Ducted // Mix (Low-static) // Ducted (Low-static) Mix (High-static) // Ducted (High-static))	Maximum Capacity	BTU/H	28,400 // 28,400 // 28,400 28,400 // 28,400
	Rated Capacity	BTU/H	28,400 // 27,900 // 27,400 27,900 // 27,400
	Minimum Capacity	BTU/H	11,600 // 11,300 // 11,000 11,900 // 12,200
	Maximum Power Input	W	4,040 // 4,000 // 3,960 4,045 // 4,050
	Rated Power Input	W	2,670 // 2,755 // 2,840 2,762 // 2,854
	Power Factor (208V, 230V)	%	99.0, 99.0 // 99.0, 99.0 // 99.0, 99.0 99.0, 99.0 // 99.0, 99.0
Heating at 47°F ² (Non-Ducted // Mix (Low-static) // Ducted (Low-static) Mix (High-static) // Ducted (High-static))	Maximum Capacity	BTU/H	36,000 // 36,000 // 36,000 36,000 // 36,000
	Rated Capacity	BTU/H	28,600 // 28,100 // 27,600 28,100 // 27,600
	Minimum Capacity	BTU/H	18,100 // 18,300 // 18,500 17,150 // 16,200
	Maximum Power Input	W	3,700 // 3,900 // 4,100 3,900 // 4,100
	Rated Power Input	W	2,149 // 2,185 // 2,220 2,198 // 2,247
	Power Factor (208V, 230V)	%	99.0, 99.0 // 99.0, 99.0 // 99.0, 99.0 99.0, 99.0 // 99.0, 99.0
Heating at 17°F ³ (Non-Ducted // Mix (Low-static) // Ducted (Low-static) Mix (High-static) // Ducted (High-static))	Maximum Capacity	BTU/H	21,000 // 21,000 // 21,000 21,000 // 21,000
	Rated Capacity	BTU/H	18,600 // 18,200 // 17,800 18,200 // 17,800
	Maximum Power Input	W	2,860 // 2,910 // 2,960 2,910 // 2,960
	Rated Power Input	W	1,820 // 1,860 // 1,900 1,876 // 1,932
	Maximum Capacity	BTU/H	19,800 // 19,800 // 19,800 19,800 // 19,800
	Maximum Power Input	W	3,100 // 3,205 // 3,310 3,205 // 3,310
Efficiency (Non-Ducted // Mix (Low-static) // Ducted (Low-static) Mix (High-static) // Ducted (High-static))	SEER2		19.0 // 17.6 // 16.2 17.6 // 16.2
	EER2 ¹		10.6 // 10.1 // 9.6 10.1 // 9.6
	HSPF2 (IV)		10.0 // 9.4 // 8.8 9.4 // 8.8
	COP at 47°F ²		3.9 // 3.75 // 3.6 3.75 // 3.6
	COP at 17°F at Maximum Capacity ³		2.15 // 2.11 // 2.07 2.12 // 2.08
	COP at 5°F at Maximum Capacity ⁴		1.87 // 1.81 // 1.75 1.81 // 1.75
Electrical	ENERGY STAR® Certified		No // No // No No // No
	Electrical Power Requirements	Voltage, Phase, Frequency	208/230, 1, 60
	Guaranteed Voltage Range	V AC	187-253
	Voltage: Indoor - Outdoor, S1-S2	V AC	208/230
	Voltage: Indoor - Outdoor, S2-S3	V DC	24
	Short-circuit Current Rating (SCCR)	kA	5
Outdoor unit	Recommended Fuse/Breaker Size	A	25
	Recommended Wire Size (Indoor - Outdoor)	AWG	14
	Minimum Circuit Ampacity	A	22.1
	Maximum Overcurrent Protection	A	25
	Fan Motor Full Load Amperage	A	2.43
	Airflow Rate (Cooling / Heating)	CFM	2,133 / 2,243
	Refrigerant Control		LEV
	Defrost Method		Reverse Cycle
	Heat Exchanger Type		Plate Fin Coil
	Heat Exchanger Coating		Blue Fin Coating
	Sound Pressure Level, Cooling ¹	dB(A)	52
	Sound Pressure Level, Heating ²	dB(A)	56
	Compressor Type		DC INVERTER-driven Twin Rotary
	Compressor Model		SNB220FCGMC
	Compressor Rated Load Amps	A	12
	Compressor Locked Rotor Amps	A	13.7
	Compressor Oil Type // Charge	oz.	FV50S // 23.7
	Base Pan Heater		Optional
	Unit Dimensions	W: In. [mm]	37-13/32 [950]
		D: In. [mm]	13 [330]
		H: In. [mm]	31-11/32 [796]
Outdoor unit operating temperature range	Package Dimensions	W: In. [mm]	41-11/32 [1,050]
		D: In. [mm]	17-5/16 [440]
		H: In. [mm]	38-31/32 [990]
	Unit Weight	Lbs.[kg]	142 [64.3]
	Package Weight	Lbs.[kg]	174 [78.9]
	Cooling Intake Air Temp (Maximum / Minimum ⁵)	°FDB	115 / 14
	Cooling Thermal Lock-out / Re-start Temperatures	°FDB	10.4 / 14
	Heating Intake Air Temp (Maximum / Minimum)	°FWB	65 / 5
	Heating Thermal Lock-out / Re-start Temperatures	°FDB	1.4 / 5

NOTES:

AHRI Rated Conditions ¹Cooling (Indoor // Outdoor) °F 80 DB, 67 WB // 95 DB, 75 WB
(Rated data is determined at a fixed compressor speed) ²Heating at 47°F (Indoor // Outdoor) °F 70 DB, 60 WB // 47 DB, 43 WB
³Heating at 17°F (Indoor // Outdoor) °F 70 DB, 60 WB // 17 DB, 15 WB
Conditions ⁴Heating at 5°F (Indoor // Outdoor) °F 70 DB, 60 WB // 5 DB, 4 WB

*Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

⁵A 5°F DB - 115°F DB when optional wind baffles are installed

For actual capacity performance based on indoor unit type and number of indoor units connected, please refer to MXZ Operational Performance.

Although the maximum connectable capacity is 130%, the outdoor unit cannot provide more than 100% of the rated capacity. Please utilize this over capacity capability for load shedding or applications where it is known that all connected units will NOT be operating at the same time.

Low, mid and high external static pressure tests conducted at 0.1, 0.3 and 0.5 in.w.g. respectively, according to AHRI 210/240. The external static pressures utilized have no bearing on the capabilities of the indoor unit; please refer to the indoor unit manual to select the correct external static pressure setting for the application.

SPECIFICATIONS: MXZ-3C30NA4

Refrigerant	Type		R410A
	Pre-Charged Refrigerant Amount	Lbs, oz	6.0, 13.0
	Maximum Pre-Charged Piping Length	Ft. [m]	98.0 [30.0]
	Additional Refrigerant Charge Per Additional Piping Length	oz./Ft. [g/m]	0.216 [20]
Indoor unit connection	Maximum Number of Connected IDU		3
	Minimum Number of Connected IDU		2
	Minimum connected capacity	BTU/H	12,000
	Maximum connected capacity	BTU/H	36,000
Piping	Liquid Pipe Size O.D. (Flared)	In.[mm]	A,B,C: 1/4 [A,B,C: 6.35]
	Gas Pipe Size O.D. (Flared)	In.[mm]	A: 1/2; B,C: 3/8 [A: 12.72; B,C: 9.52]
	Total Piping Length	Ft. [m]	230 [70]
	Maximum Height Difference, ODU above IDU	Ft. [m]	49 [15]
	Maximum Height Difference, ODU below IDU	Ft. [m]	49 [15]
	Farthest Piping Length from ODU to IDU	Ft. [m]	82 [25]
	Maximum Number of Bends for IDU		70

NOTES:

AHRI Rated Conditions ¹Cooling (Indoor // Outdoor) °F 80 DB, 67 WB // 95 DB, 75 WB
(Rated data is determined at a fixed compressor speed) ²Heating at 47°F (Indoor // Outdoor) °F 70 DB, 60 WB // 47 DB, 43 WB
³Heating at 17°F (Indoor // Outdoor) °F 70 DB, 60 WB // 17 DB, 15 WB

Conditions ⁴Heating at 5°F (Indoor // Outdoor) °F 70 DB, 60 WB // 5 DB, 4 WB

^{*}Applications should be restricted to comfort cooling only; equipment cooling applications are not recommended for low ambient temperature conditions.

^{**}A 5°F DB - 115°F DB when optional wind baffles are installed

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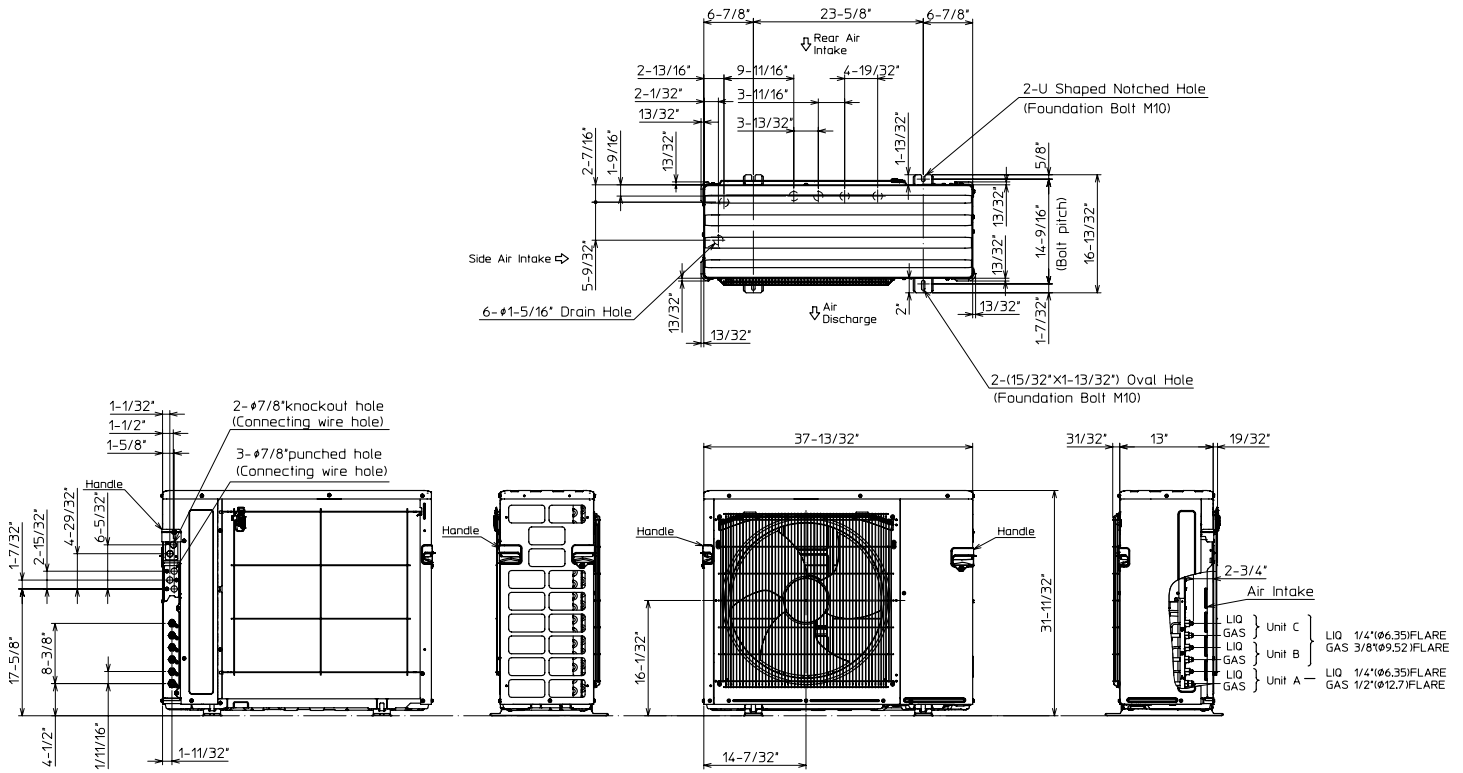
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OUTDOOR UNIT ACCESSORIES: MXZ-3C30NA4

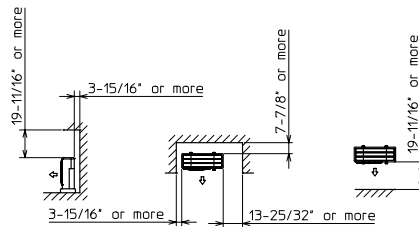
Air Outlet Guide	Air Outlet Guide (1 Piece)	PAC-SH96SG-E
Ball Valve	Refrigeration Ball Valve - 1/2"	BV12FFSI2
	Refrigeration Ball Valve - 1/4"	BV14FFSI2
	Refrigeration Ball Valve - 3/8"	BV38FFSI2
	Refrigeration Ball Valve - 5/8"	BV58FFSI2
Control Wire	M-Net Control Wire, 1,000' Roll (16-AWG, Standard, Twisted Pair, Shielded, Jacketed- Plenum rated)	CW162S-1000
	M-Net Control Wire, 250' Roll (16-AWG, Standard, Twisted Pair, Shielded, Jacketed- Plenum rated)	CW162S-250
Drain Socket	Drain Socket	PAC-SG60DS-E
Hail Guards	Hail Guard	HG-A9
M-NET Converter	M-NET Converter	PAC-IF01MNT-E
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	S144-250
	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	SW144-250
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	S144-50
	14 Gauge, 4 wire MiniSplit Cable—50 ft. roll	SW144-50
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	S164-250
	16 Gauge, 4 wire MiniSplit Cable—250 ft. roll	SW164-250
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	S164-50
	16 Gauge, 4 wire MiniSplit Cable—50 ft. roll	SW164-50
Mounting Pad	Condensing Unit Mounting Pad: 16" x 36" x 3"	ULTRILITE1
	Outdoor Unit 3-1/4 inch Mounting Base (Pair) - Plastic	DSD-400P
Port Adaptor	Adaptor: 1/2" x 3/8"	MAC-A455JP-E
	Adaptor: 1/2" x 5/8"	MAC-A456JP-E
	Adaptor: 3/8" x 1/2"	MAC-A454JP-E
	Adaptor: 3/8" x 5/8"	PAC-SG76RJ-E
Stand	18" Single Fan Stand	QSMS1801M
	24" Single Fan Stand	QSMS2401M
	Condenser Wall Bracket	QSWB2000M-1
	Condenser Wall Bracket - Stainless Steel Finish	QSWBSS
	Outdoor Unit Stand — 12" High	QSMS1201M

OUTDOOR UNIT DIMENSIONS: MXZ-3C30NA4

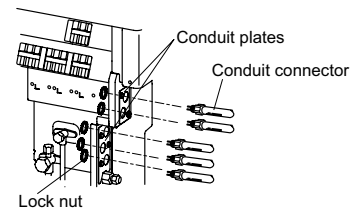
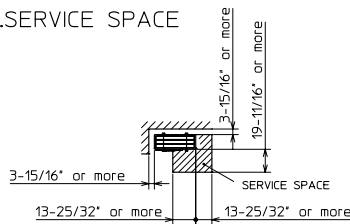
Unit: inch (mm)



1.FREE SPACE



2.SERVICE SPACE



1340 Satellite Boulevard Suwanee, GA 30024
Toll Free: 800-433-4822 www.mehvac.com

FORM# MXZ-3C30NA4 - 202311



[Home](#) [Contracts](#) [Contractors](#) [Submittals](#) [Details](#) [Workflow](#) [Fees](#) [Conditions](#) [Inspections](#) [Other Requirements](#) [Notes](#)

Current processing time is 9 days (In review 9 days)

Project Name:

Business Sign & Front door

Add Note

Project Description:

Business Sign& glass wood door

Permit Number:

COA-25-0013

Initial Application Number:

REFERENCE-25-0587

Permit Type:

CERTIFICATE OF APPROPRIATENESS- SIGNS

Status:

HARB REVIEW

Process State:

Pending

Parent Permit:

Assigned To:

User WENDY MECKE

Fast Track:

☐

Applied for Online:

☒

Applicant:

Alonzo Adams

Primary Contact:

Alonzo Adams

Primary Contractor:

Last Activity:

06/18/2025 09:07

Last Inspection Date:

Initiated:

06/16/2025

Submitted:

06/16/2025

Application is 10 days old

Completed:

06/17/2025

4 of 5 submittals received, 4 of 5 submittals accepted.

Approved:

0 of 3 (0%) steps approved.

Ready:

\$0.00 paid (100%), \$0.00 due.

Issued:

Finalized:

No inspections.

Closed:

\$0.00 deferred fees due.

Expires:

12/13/2025

Exp Override:

Site Address

Site Address:

202 W GAY ST

Verify Address and Coordinates

Site City:

WEST CHESTER

Latitude:

State:

PA

Site Zip:

19380

Longitude:

Contact

[Contact](#) [Phone Numbers](#) [Email Addresses](#) [Details](#) [Secure Details](#) [Points of Contact](#) [Portal Accounts](#)

Contractor:

No

Active:

☒

First Name:

Alonzo

Middle Name:

Last Name:

Adams

Display Name:

Alonzo Adams

Primary Phone:

4849251510

Primary Email:

aadams@uptownventuregroup.com

Portal Access Code:

AB7EL-8SYBI

Replace Photo

Mailing Address

18 Wilson Ave
West Chester, PA 19382

Edit Address

Physical Address

Edit Address Copy Mailing Address

Permit #: COA-25-0013	Status: HARB REVIEW	Contact: Alonzo Adams	Site Address: 202 W GAY ST
Type: CERTIFICATE OF APPROPRIATENESS- SIGNS	Project Name: Business Sign & Front door	Contractor:	WEST CHESTER, PA 19380

Name	Value
REASON FOR APPROPRIATENESS APPLICATION:*	Sign
LOCATION OF PROJECT:*	202 W Gay Street
NAME OF BUSINESS:*	Revivéa
ARE YOU REPLACING AN EXSISTING SIGN:*	No
HOW MANY SIGNS DO YOU WISH TO INSTALL:*	1
HOW MANY FACADES WILL SIGN DISPLAY ON:*	Front
HANGING SIGN:	No
BUILDING MOUNTED:	Yes
OTHER:	
IF OTHER PLEASE SPECIFY:	
GIVE A THOROUGH DESCRIPTION OF SIGN:	Gray logo made of acrylic
IS THERE NEW ILLUMINATION:	No
FIXTURE TEXT:	Revivéa Health and Wellness
SIGN DIMENSION HEIGHT:	84
SIGN DIMENSION WIDTH:	10
SIGN DIMENSION DEPTH:	1

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 202 W. Gay Street

- 1) **Date of HARB Review:** June 26, 2025
- 2) **Applicant's Proposal:** Front Door Change and Sign
- 3) **Findings:**

The applicant, Alonzo Adams of the Uptown Venture Group, was in attendance to present the project. The HARB previously reviewed and approved work to install a new storefront window and trim at this property under Application 2025-16. The current application is for installation of a new front entrance door and a new sign. The proposed project was described as follows:

- *Install a new wood entrance door in the existing wood door frame. The existing transom window above will be retained.*
- *The current door design documents were submitted at the meeting as a 3/4 single-lite door with a 1/4 height recessed lower wood panel. Home Depot, Builder's Choice brand, 36x80 inch, Model #RV4621FIRCLI30*
- *The new sign is to be acrylic individual letters, pin-mounted to the new Azek frieze panel above the new storefront window.*
- *The message of the sign is "REVIVEA – Health and Wellness"*
- *No lighting for the sign is proposed or included in the application.*

The HARB reviewed the application in detail and made the following comments:

- *Ms. Quigley stated that originally the proposed door was full-glass, but was revised by the applicant to the 3/4 -lite design as presented in the supplemental documents submitted at the meeting.*
- *The HARB found the current door design to be appropriate.*
- *The HARB commented that the sign design was appropriate, the final sign size should be adjusted as needed to fit within the existing wall panel.*
- *No sign lighting is currently planned. The HARB commented that halo-lit individual sign letters or exterior gooseneck- type lighting fixtures may be acceptable. The applicant would need to provide full details for future review and approval.*
- *Brick wall repairs above the front door should use the existing brick salvaged from the installation of the new storefront window.*

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-21 as submitted, including the revised door specification document provided at the June 26 HARB meeting, with the following clarifications:

1. *The front door will be wood, 3/4-lite, with a 1/4-height recessed wood lower panel as presented at the meeting.*
2. *The sign design is approved as submitted. Final sign size shall be adjusted to fit within the new frieze panel above the storefront window as illustrated on the drawings.*
3. *The brick wall above the door, following door hood removal, shall be repaired and restored to match the existing brick and mortar joint construction.*

Application Numbers: 2025-21

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

PROJECT ADDRESS: 202 W. Gay Street

5) Borough Council's Action and Date

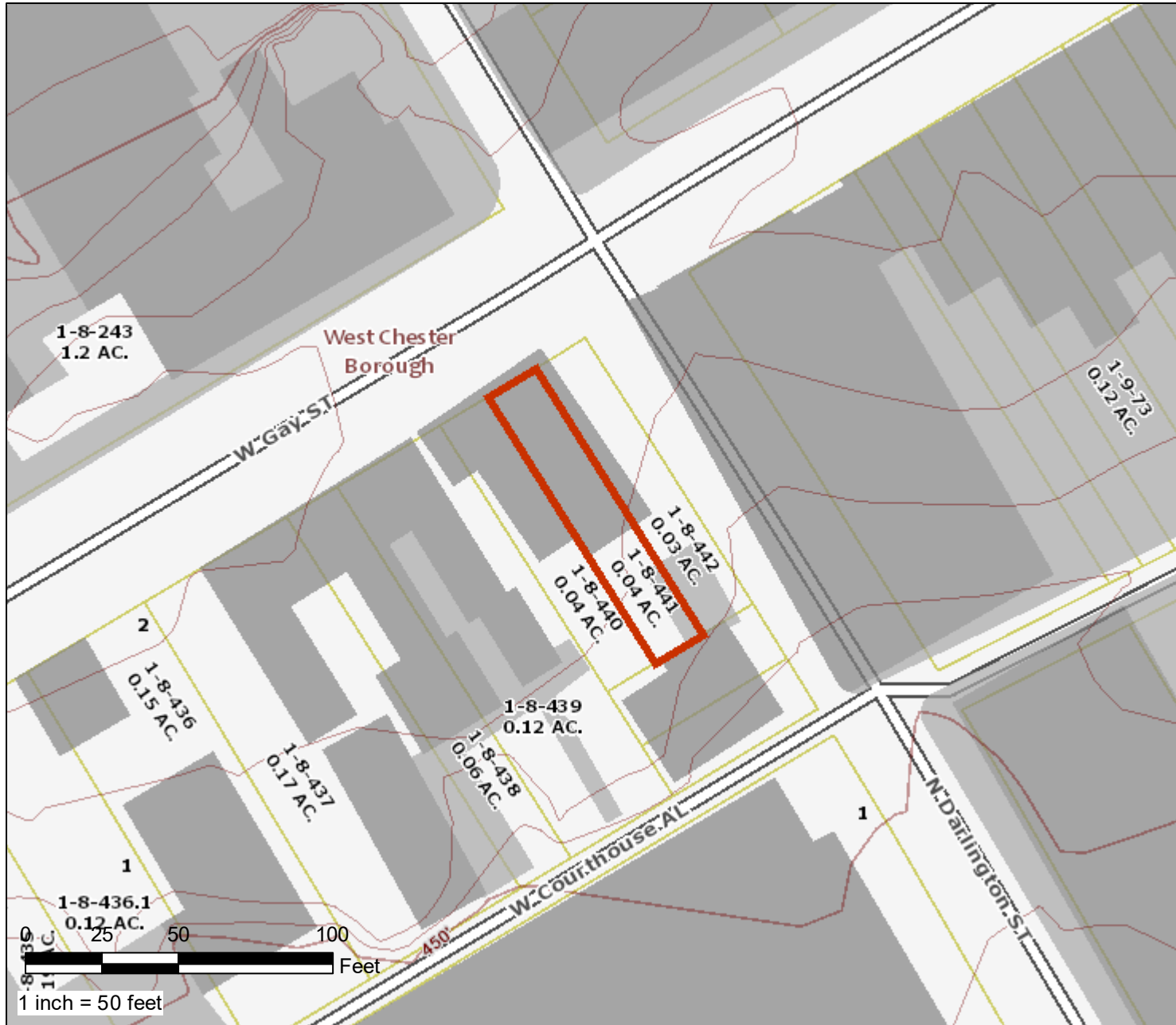
- ☐ Approved per HARB recommendation:
- ☐ Denied for the following reasons:
- ☐ Approved with the following differences from HARB recommendation:

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:

202 Site/Grade



COUNTY OF CHESTER
PENNSYLVANIA



Find Address Information

PARID: 0108 044 10000
 UPE: 1-8-441
 Owner1: UPTOWN VENTURE GROUP LLC
 Owner2:
 Mail Address 1: 18 WILSON AVE
 Mail Address 2: WEST CHESTER PA
 Mail Address 3:
 ZIP Code: 19382
 Deed Book: 11087
 Deed Page: 890
 Deed Recorded Date: 07/28/2023
 Legal Desc 1: SS OF W GAY ST
 Legal Desc 2: LOT & APTS
 Acres: 0.0375
 LUC: R-20
 Lot Assessment: 30710
 Property Assessment: 47820
 Total Assessment: 78530
 Assessment Date: 12/15/2023 7:39:35 AM
 Property Address: 202 W GAY ST
 Municipality: WEST CHESTER
 School District: West Chester Area

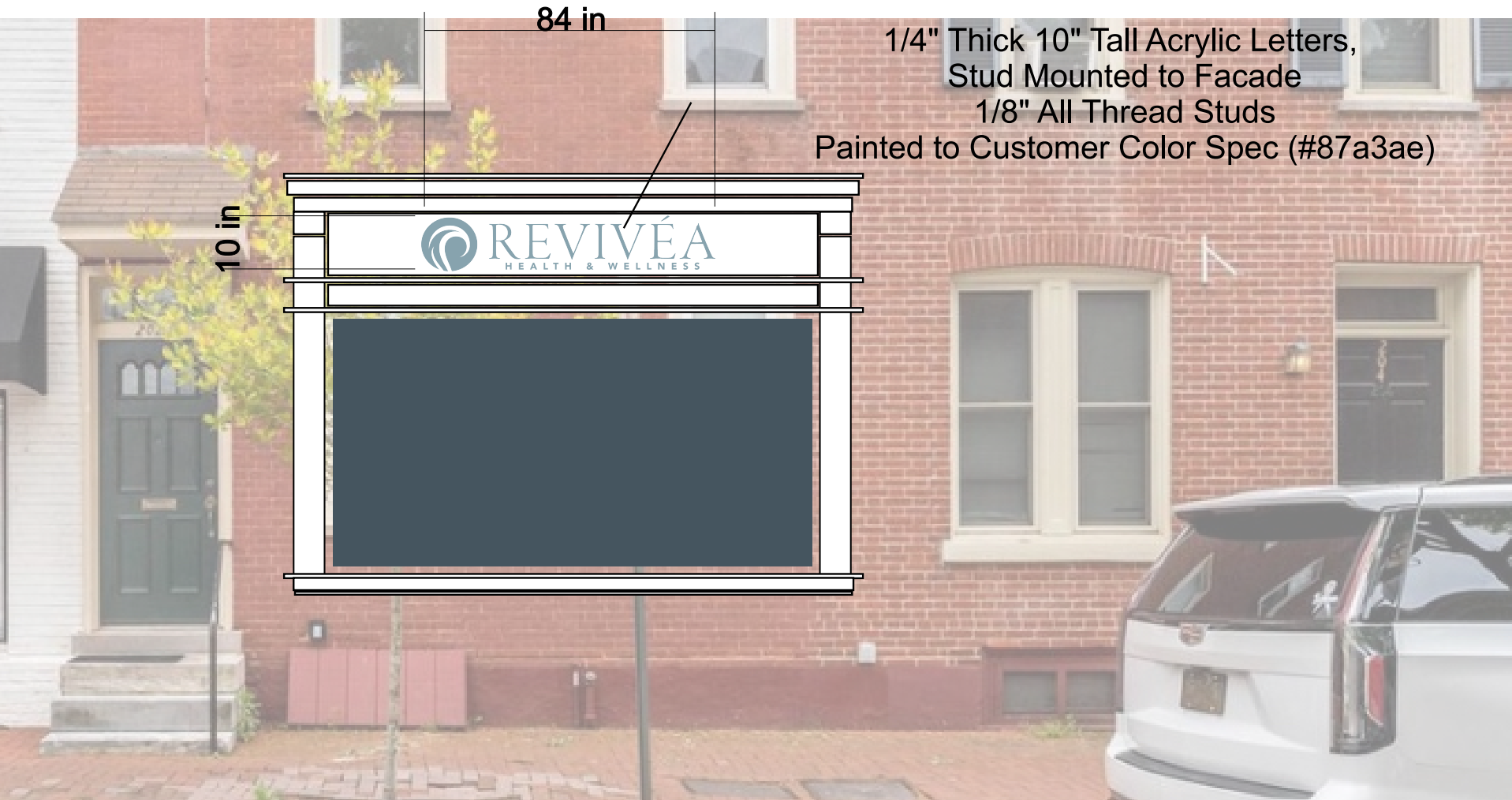
Map Created:
 Tuesday, March 19, 2024

County of Chester



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5

CORNER DTL
Scale: 1 1/2" = 1'-0"



4

PERSPECTIVE
Scale: 1/2" = 1'-0"





Gawthrop Greenwood, PC
Attorneys at Law

17 East Gay Street, Suite 100, P.O. Box 562 p. 610.696.8225
West Chester, PA 19381-0562 www.gawthrop.com

James D. Doyle
610.696.8225 x.1743
jdoyle@gawthrop.com

June 11, 2025

Sean Metrick, Borough Manager
Borough of West Chester
401 East Gay Street
West Chester, PA 19380

Re: Zoning Hearing Board Application

Dear Mr. Metrick:

As you will recall, I represent Daniel A. Hollander and Melissa Jean Hollander ("Applicants"). Attached please find an amended Zoning Hearing Board Application for the parcel located at 531 Marshall Drive (UPI No. 1-2-89), located in the NC-1 Neighborhood Conservation District of West Chester Borough, along with an amended Plan.

A check for the required continuance fee of \$200.00 will be delivered to Borough Hall, per Wendy Mecke's instruction. Thank you for your consideration of this matter.

Very truly yours,
GAWTHROP GREENWOOD, PC



James D. Doyle



Borough of West Chester

401 East Gay Street ■ West Chester, Pennsylvania ■ 19380

Telephone: 610-692-7574 ■ Facsimile: 610-436-0009

www.west-chester.com

ZONING HEARING BOARD APPLICATION

APPEAL # _____

DATE RECEIVED _____

Property (real estate) Location 531 Marshall Drive

Zoning District: NC-1 Neighborhood Conservation District

Tax Parcel: 1-2-89

I / We (name) Daniel and Melissa Hollander of (address) 531 Marshall Drive request the scheduling of a hearing on it/my/our APPEAL (Application) to the West Chester Borough Zoning Hearing Board on the following grounds: (choose one or more):

☐ **Special Exception** to the Borough of West Chester Zoning Ordinance of 2021 (cite Ordinance Sections), specifically:

☒ **Variance** to the Borough of West Chester Zoning Ordinance of 2021 (cite Ordinance Sections), specifically:

§112-306.B (Dimensional Requirements)

§112-602L (General Regulations and Design Standards)

§112-602K (Parking in Front of Building)

☐ **Appeal** a decision of the Zoning Officer, Specifically, the following:

☐ **Other** _____

Application Received By: _____

Date: _____

NOTICE

Please see the Borough's website for the Fee Schedule for Zoning Fees. Zoning Fees are not refundable upon the Zoning Hearing scheduling and holding a hearing. A hearing will be scheduled only upon submission of a complete Application and payment of the applicable fee.



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- A) The description of the Property (real estate located in West Chester Borough) including acreage (square feet), current improvements and use:

The property is approximately 0.2357 acres in area, and is improved with a single-family detached dwelling and driveway. The use is residential.

- B) a) Does the Applicant own the Property? (X) Yes () No

b) If "NO", who is the Owner of the Property?

c) If not the Owner, what is your legal authority (e.g. – equitable owner, tenant, etc.) for filing this Application on behalf of Owner?

- C) I/We believe that the Zoning Hearing Board should approve this request because: (Please include the grounds for appeal or reasons both with respect to the law and fact in support of your relief request for the Appeal or Special Exception or Variance. You may also attach your explanation in a separate narrative including any documents supporting your request).

Please see attached narrative.

(X) See Attached Narrative

- D) Has any previous application or appeal been filed in connection with this Property?

() Yes (X) No

(E) PLOT PLAN REQUIREMENTS (Supporting Documents)

A Plot Plan of the Property must be submitted as part of this Application. The plot plan shall contain a description of this Property (lot) and show all of the information as follows:

1. Length of all Property (lot) lines.
2. Approximate acres or square feet of Property.
3. Show location of all buildings/structures on Property, their outside dimensions, the distances between buildings and the Property's boundaries.



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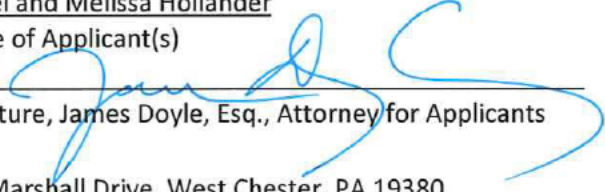
4. If this application is for new buildings or additions to present buildings, show these proposed buildings/additions giving outside dimensions and the distances between any new structures and existing buildings plus distances between any proposed buildings and the Property's boundaries.
5. Show any existing roads or driveways on the Property and the location of any new drives (if any) you plan to construct.
6. Show location and sizes of all existing parking spaces on the Property and additionally, if any, parking spaces you plan to construct.

NOTE: This Application must be completed in full and submitted with Supporting Documents. Two (2) copies of the Application, the Plot Plan and any supporting documents are required as part of your submission. Please also submit the Application and Supporting Documents in a PDF to Housing@west-chester.com

The Applicant certifies that the above statements contained in this Application and Supporting Documents submitted are true and correct to the best of its/my/our knowledge and belief.

Daniel and Melissa Hollander

Name of Applicant(s)


Signature, James Doyle, Esq., Attorney for Applicants

531 Marshall Drive, West Chester, PA 19380

Address of Applicant


Phone Number


Email Address (if any)

Daniel and Melissa Hollander

Name of Applicant(s)

6/11/2025

Date

James D. Doyle, Esquire

Attorney (If Represented)

17 East Gay St, Suite 100

West Chester, PA 19381-0562

610-696-8225;

jdoyle@gawthrop.com

Phone or Email

Borough Use Only

Zoning Hearing Board Fee: _____ Check No.: _____ Date Received: _____

Received By: _____

Borough Employee

**Zoning Hearing Board Application of
Daniel A. Hollander and Melissa Jean Hollander**

Property Information

Address: 531 Marshall Drive (UPI No. 1-2-89)
Owners: Daniel A. Hollander and Melissa Jean Hollander
Lot Area: 0.2357 acres
Zoning District: NC-1 Neighborhood Conservation District

Daniel A. Hollander and Melissa Jean Hollander (hereinafter "Applicants") respectfully file this zoning hearing board application with the West Chester Borough Zoning Hearing Board (hereinafter "Board"). The subject property is UPI No. 1-2-89, on Marshall Drive in the NC-1 Neighborhood Conservation District (hereinafter "Property").

The Property is owned by Applicants as husband and wife. The Property is used by Applicants as their primary residence and is currently improved with one single-family dwelling and driveway. The Property does not have a garage, which limits the Applicants' ability to securely store vehicles and other personal property.

The Applicants seek to construct a one-story attached garage attached to the existing single-family detached dwelling that will be approximately 533 square feet in size, and corresponding driveway extension.

Variance Request

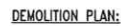
The Applicants are seeking a variance from Section 112-306.B (dimensional requirements) of the West Chester Borough Zoning Ordinance to permit the construction of a one-story attached garage that will encroach approximately 12.6 feet into the 15 foot required side yard setback.

The Applicants are also seeking a variance from Section 112-306.B (dimensional requirements) and Section 112-602.L (General regulations and design standards) to permit the construction of a corresponding driveway extension that will encroach approximately 3.7 feet into the 5 foot required side yard setback for an accessory structure and parking spaces.

Additionally, the Applicants seek a variance from Section 112-602.K (Parking in front of building) to permit parking spaces to be located within the required front yard.

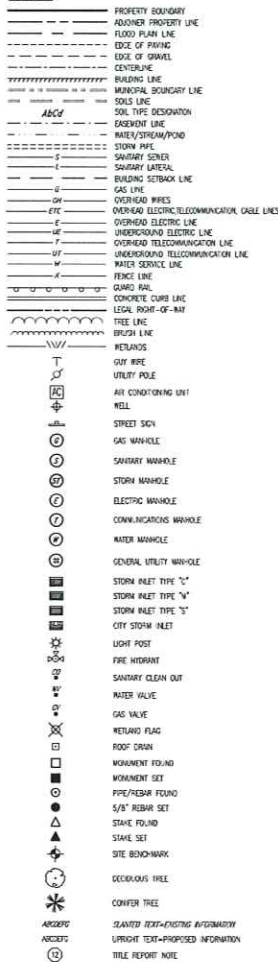
The Property will otherwise comply with all applicable area and bulk regulations, including existing nonconforming conditions, such as minimum lot area, minimum lot width, minimum front yard setback, minimum rear yard

setback, minimum rear yard setback for accessory structures, maximum building coverage, maximum impervious coverage, and maximum building height.



AC = AGGREGATE
BC = BOTTOM OF CURB
BO = BOTTOM OF HALL
CB = CURB CUT
C/C = CANTARY
D = DEED DESCRIBED
DD = DEPRESSIONED CURB
DY = DOUBLE YELLOW LINE
E = ELEVATION
ELB = ELECTRIC BOX
EP = ELEVATION
FP = FIRST FLOOR ELEVATION
G = GAS TAP
G/C = GUT WIRE
GV = GAS VALVE
H = HANDCAP PARKING SIGN/SP
IB = INVERT ELEVATION
L = LANDSCAPE AREA
LO = OVERHEAD WIRE
MO = ROOF DRAIN
P/W = RIGHT-OF-WAY
S = SURVEY
SL = SINGLE WHITE LINE
SYL = SINGLE YELLOW LINE
TCB = TOP OF CURB
TC = TOP OF CURB
TCC = TELEPHONE/COINM. BOX
TW = TOP OF WALL
UG = UNDERGROUND UTILITY
UP = UTILITY POLE
URD = UNDERGROUND ROOF DRAIN
W = WATER
WV = WATER WIRE
WV = WATER VALVE

LEGEND



ZONING REQUIREMENTS*

ZONE NC-1 - NEIGHBORHOOD CONSERVATION DISTRICT

AREA AND BUILD REGULATIONS	REQUIRED	EXISTING	PROPOSED
MIN. LOT AREA	MEDIAN VALUE OF LOTS ON THE BLOCK FACE	9,842 SF.	9,842 SF.
MIN. LOT WIDTH AT BUILDING LINE	60 FT.	119.1 FT.	119.1 FT.
BUILDING SETBACKS			
MIN. FRONT YARD	17.9 FT./30.3 FT.	14.3 FT.**	14.3 FT.**
MIN. SIDE YARD	15 FT.	15.7 FT.	2.4 FT.
MIN. REAR YARD	35 FT.	22.6 FT.**	22.6 FT.**
ACCESSORY STRUCTURE SETBACKS			
MIN. SIDE YARD	5 FT.	0/4	1.3 FT. (0)
MIN. REAR YARD	5 FT.	0/4	2.4 FT. (0)
MIN. SIDE YARD	5 FT.	0/4	45.9 FT.
MAX. FILLING COVERAGE	50%	13.8%	19.2% (15%)
MAX. IMPERVIOUS COVERAGE	50%	28.6%	31.2%
MAX. BUILDING HEIGHT	35 FT.	<35 FT.	<35 FT.

* SEE GENERAL NOTES FOR ZONING INFORMATION DISCLAIMER
** EXISTING NON-CONFORMING
*** VARIANCE NEEDED

IMPERVIOUS CALCULATIONS

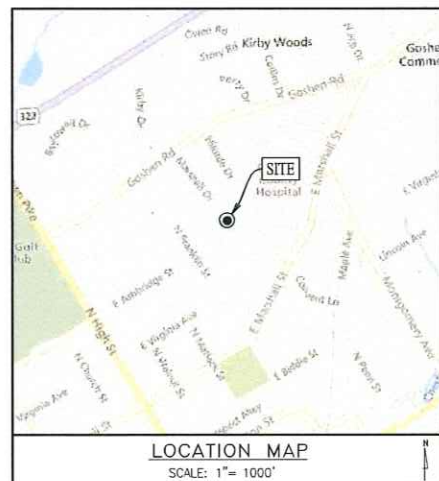
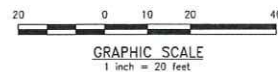
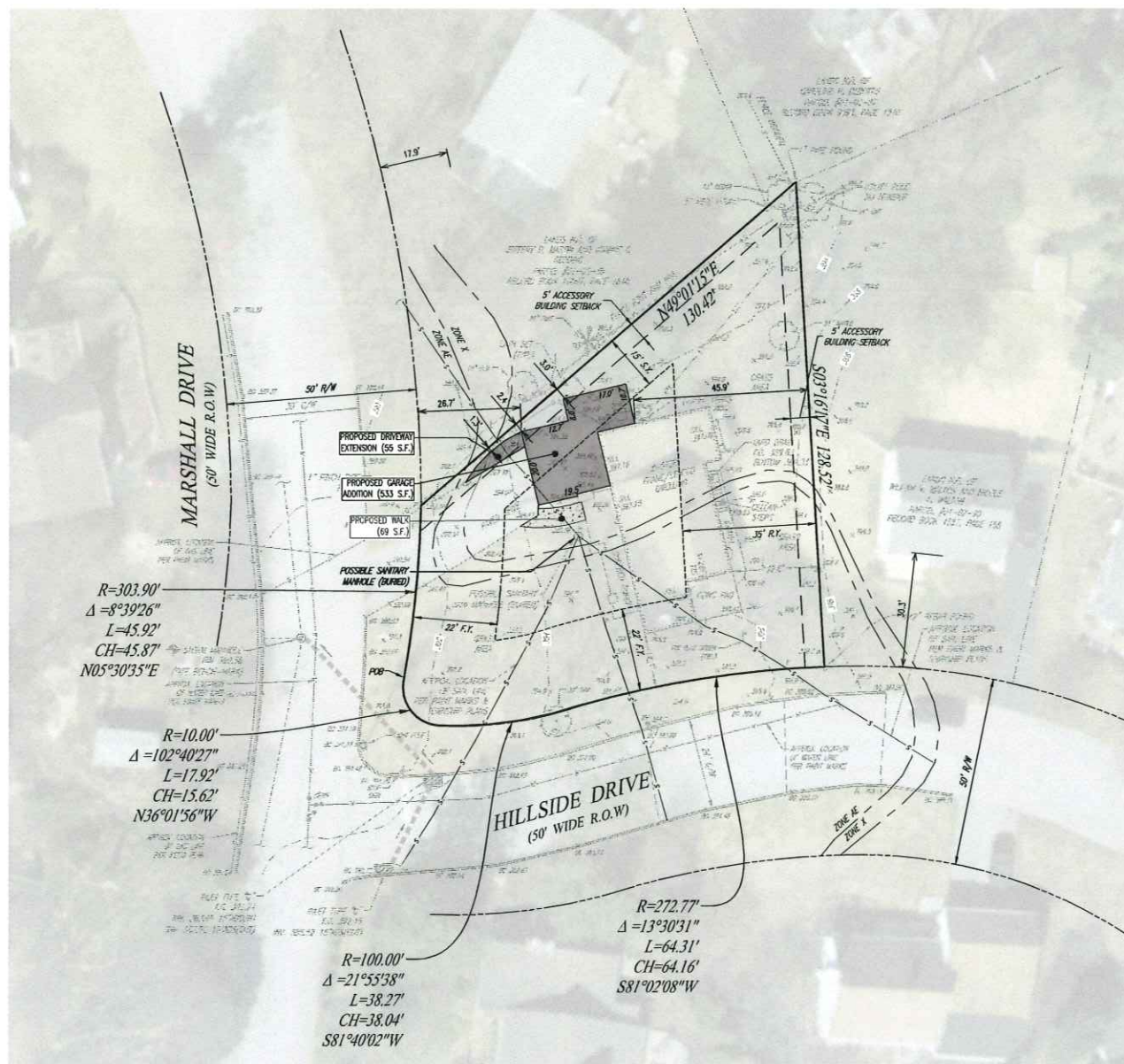
BUILDING	1,355
PAVED DRIVE	943
PORCH	253
CONC. WALKS & PADS	267
TOTAL	2,818

TO BE REMOVED IMPERVIOUS CALCULATIONS

PAVED DRIVE	-331
WALK	-69
TOTAL REMOVED	-400
TOTAL IMPERVIOUS	2,418

PROPOSED IMPERVIOUS CALCULATIONS

GARAGE ADDITION	533
DRIVEWAY EXTENSION	55
WALK	69
TOTAL	657
TOTAL PROPOSED	3,075



GENERAL NOTES

1. RECORD OWNER/SITE ADDRESS:
DANIEL A. HOLLANDER & MELISSA JEAN HOLLANDER
531 MARSHALL DRIVE
WEST CHESTER PA, 19380
2. TAX PARCEL #: 1-2--89
3. SOURCE OF TITLE: RECORD BOOK 11314, PAGE 660
4. LOT AREA: 9,842 S.F./0.226 ACRE (GROSS)
5. TOPOGRAPHIC AND PHYSICAL IMPROVEMENTS SHOWN ARE FROM FIELD SURVEY BY HONELL SURVEYING, LLC. PERFORMED ON 03/14/2025.
6. THIS MAP AND SURVEY WERE PREPARED FROM INFORMATION OF RECORD, FURNISHED AND/OR OBTAINED, TOGETHER WITH EVIDENCE FOUND ON THE GROUND. THIS PLAN DOES NOT REPRESENT A BOUNDARY SURVEY. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A CURRENT TITEL REPORT, WHICH WOULD DISCLOSE ANY RIGHTS, RESERVATIONS, EASEMENTS, ETC. OF RECORD.
7. CONTIGUOUS PLOTTED FROM FIELD PLAN TOPOGRAPHIC SURVEY BY HONELL SURVEYING, L.L.C., DATUM: NAD 83 (COMPUTED USING GEOTIFF) & NAD 83 (2011) (EP0042019.0000) (AS DETERMINED BY GPS OBSERVATION), SITE ELEVATION = TOP OF FIRM OF STORM MANHOLE LOCATED ON MARSHALL DRIVE AS SHOWN ON PLAN, ELEVATION = 390.58', CONTOUR INTERVAL: 2 FEET.
8. UNDERGROUND UTILITIES SHOWN WERE PLOTTED FROM OBSERVABLE EVIDENCE AT THE TIME OF SURVEY AND INFORMATION FROM PLANS SUPPLIED BY UTILITY COMPANIES. NO GUARANTEE IS MADE THAT UNDERGROUND UTILITIES ARE ACCURATELY OR COMPLETELY SHOWN HEREON.
9. THIS PROPERTY IS PARTIALLY LOCATED WITHIN FLOOD HAZARD ZONE AS AN AREA OF SPECIAL FLOOD HAZARD, AND ZONE X AN AREA OF MINIMAL FLOOD HAZARD FOR THE NATIONAL FLOOD INSURANCE MAP FOR CHESTER COUNTY, PA. MAP NO. 42020020105; PANEL 210 OF 360, DATED SEPTEMBER 23, 2017. FLOOD PLAIN BOUNDARIES SHOWN HEREON WERE SCALED FROM THE ABOVE MENTIONED MAP.
10. TWO PARKING SPACES 9 FEET X 18 FEET ARE REQUIRED FOR A SINGLE FAMILY DETACHED DWELLING. IN THE GARAGE, A FLOOR AREA TO MEET THIS REQUIREMENT MUST BE PROVIDED BY ONE OF THE ARTICLES THAT WOULD PREVENT USE OF THE REQUIRED PARKING SPACES.

REFERENCE PLAN(S)

1. PLAN ENTITLED "PARK MANOR", PREPARED BY T.G. COLESWORTHY, WEST CHESTER, PA, MAY 1950, RECORD PLAN BOOK 2.

PA ONE CALL

ACT 287 SERIAL NUMBER: 20250801870
HOWELL SURVEYING DOES NOT GUARANTEE THE ACCURACY OF THE LOCATIONS FOR EXISTING SUBSURFACE UTILITY LINES, STRUCTURES, ETC. SHOWN ON THE PLANS, NOR DOES HOWELL SURVEYING GUARANTEE THAT ALL SUBSURFACE UTILITY LINES, STRUCTURES, ETC. ARE SHOWN. CONTRACTOR SHALL VERIFY THE LOCATION AND ELEVATIONS OF ALL SUBSURFACE UTILITY LINES, STRUCTURES, ETC. BEFORE THE START OF WORK, BY CALLING THE PENNSYLVANIA ONE CALL SYSTEM AT 1-800-242-1776.

UTILITIES NOTIFIED

COMPANY: AQUA PENNSYLVANIA
ADDRESS: 762 LANCASTER AVE
BRYN MAWR, PA. 19010
CONTACT: THOMAS WADDY
EMAIL: tbwaddy@aquoamerica.com
PHONE: 610-525-1400 EXT. 52105

COMPANY: PECO AN EXELON COMPANY C/O USC
ADDRESS: 450 S HENDERSON ROAD SUITE B
KING OF PRUSSIA, PA. 19406
CONTACT: NIKKIA SIMPKINS
EMAIL: nikkiasimpkins@usccllc.com
PHONE: 484-681-5720

COMPANY: WEST CHESTER BOROUGH
ADDRESS: 401 E GAY ST
WEST CHESTER, PA. 19380
CONTACT: DON EDWARDS
EMAIL: dedwards@west-chester.com
PHONE: 610-696-5282

COMPANY: VERIZON BUSINESS FORMERLY MOI
ADDRESS: 400 INTERNATIONAL PKWY
RICHARDSON, TX. 75081
CONTACT: ROBERT BUTLER
EMAIL: robert.butler@one.verizon.com
PHONE: 469-886-4091

ZONING VARIANCE REQUEST:

1. THE APPLICANTS ARE SEEKING A VARIANCE FROM SECTION 121-306.B (DIMENSIONAL REQUIREMENTS) OF THE WEST CHESTER BOROUGH ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A ONE-STORY ATTACHED GARAGE THAT WILL ENOUGH APPROXIMATELY 12.6 FEET INTO THE 15 FOOT REQUIRED SIDE YARD SETBACK.
2. THE APPLICANTS ARE SEEKING A VARIANCE FROM SECTION 121-306.B (DIMENSIONAL REQUIREMENTS) AND SECTION 121-602.L OF THE WEST CHESTER BOROUGH ZONING ORDINANCE TO PERMIT THE CONSTRUCTION OF A CORRESPONDING DRIVE EXPOSED TO THE STREET THAT WILL ENOUGH APPROXIMATELY 3.7 FEET INTO THE 5 FOOT REQUIRED SIDE YARD SETBACK FOR AN ACCESSORY STRUCTURE AND PARKING SPACES.
3. THE APPLICANTS ARE SEEKING A VARIANCE FROM SECTION 121-602.K (PARKING IN FRONT OF BUILDING) OF THE WEST CHESTER BOROUGH ZONING ORDINANCE TO PERMIT PARKING SPACES LOCATED WITHIN THE FRONT YARD AREA.



Borough of West Chester

401 East Gay Street ▪ West Chester, Pennsylvania ▪ 19380

Telephone: 610-692-7574 ▪ Facsimile: 610-436-0009

www.west-chester.com

ZONING HEARING BOARD APPLICATION

APPEAL # **1031**

DATE RECEIVED **06/10/2025**

Property (real estate) Location 501 E. Miner Street, West Chester, PA 19382

Zoning District: Commercial Service (CS)

Tax Parcel: 1-5-478.1 and 1.5.478-E

I / We (name) Charles A. Melton Arts & Education Center of (address) 501 E. Miner Street, West Chester, PA 19382 request the scheduling of a hearing on it/my/our APPEAL (Application) to the West Chester Borough Zoning Hearing Board on the following grounds: (choose one or more):

() **Special Exception** to the Borough of West Chester Zoning Ordinance of 2021 (cite Ordinance Sections), specifically:

(●) **Variance** to the Borough of West Chester Zoning Ordinance of 2021 (cite Ordinance Sections), specifically:

112-702.B(2)(o)(8)

() **Appeal** a decision of the Zoning Officer, Specifically, the following:

() Other

Application Received By: W. Mecke

Date: 06/10/2025

NOTICE

Please see the Borough's website for the Fee Schedule for Zoning Fees. Zoning Fees are not refundable upon the Zoning Hearing scheduling and holding a hearing. A hearing will be scheduled only upon submission of a complete Application and payment of the applicable fee.



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- A) The description of the Property (real estate located in West Chester Borough) including acreage (square feet), current improvements and use:

The Property is 2.2 acres and is currently used as a non-profit community center, providing civic, arts, recreation and education programs in the Borough of West Chester.

- B) a) Does the Applicant own the Property? ☒ Yes () No

b) If "NO", who is the Owner of the Property? _____

c) If not the Owner, what is your legal authority (e.g. – equitable owner, tenant, etc.) for filing this Application on behalf of Owner? _____

- C) I/We believe that the Zoning Hearing Board should approve this request because: (Please include the grounds for appeal or reasons both with respect to the law and fact in support of your relief request for the Appeal or Special Exception or Variance. You may also attach your explanation in a separate narrative including any documents supporting your request).

The Applicant is proposing to install a 4' X 8' (32 sq. ft) X 6' tall single-sided sign, with a 24 Sq. ft. LED message board. This is located 465' from the Franklin Mint Fed. Credit Union changeable sign, and the ordinance requires 500' distance.

- ☒ See Attached Narrative

- D) Has any previous application or appeal been filed in connection with this Property?

() Yes ☒ No

(E) PLOT PLAN REQUIREMENTS (Supporting Documents)

A Plot Plan of the Property must be submitted as part of this Application. The plot plan shall contain a description of this Property (lot) and show all of the information as follows:

1. Length of all Property (lot) lines.
2. Approximate acres or square feet of Property.
3. Show location of all buildings/structures on Property, their outside dimensions, the distances between buildings and the Property's boundaries.



Borough of West Chester

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4. If this application is for new buildings or additions to present buildings, show these proposed buildings/additions giving outside dimensions and the distances between any new structures and existing buildings plus distances between any proposed buildings and the Property's boundaries.
5. Show any existing roads or driveways on the Property and the location of any new drives (if any) you plan to construct.
6. Show location and sizes of all existing parking spaces on the Property and additionally, if any, parking spaces you plan to construct.

NOTE: This Application must be completed in full and submitted with Supporting Documents. Two (2) copies of the Application, the Plot Plan and any supporting documents are required as part of your submission. Please also submit the Application and Supporting Documents in a PDF to Housing@west-chester.com

The Applicant certifies that the above statements contained in this Application and Supporting Documents submitted are true and correct to the best of its/my/our knowledge and belief.

Charles A. Melton Arts & Education Center

Name of Applicant(s)

Signature Brian L. Nagle, Esquire Attorney-in-Fact
Robert M. Tucker, Esquire Attorney-in-Fact
501 E. Miner Street, West Chester, PA 19382

Address of Applicant

Phone Number

Email Address (if any)

Name of Applicant(s)

June 10, 2025

Date

Brian L. Nagle, Esquire
Robert M. Tucker, Esquire

Attorney (If Represented)
17 W. Miner Street, P.O. Box 660
West Chester, PA 19381-0660

Address

bnagle@macelree.com
rtucker@macelree.com

Phone or Email 610-436-0100

Borough Use Only

Zoning Hearing Board Fee: _____ Check No.: _____ Date Received: _____

Received By: _____
Borough Employee



Borough of West Chester

401 East Gay Street ▪ West Chester, Pennsylvania ▪ 19380

Telephone: 610-692-7574 ▪ Facsimile: 610-436-0009

www.west-chester.com

Zoning Officer Review:

Signature: _____

Date: _____

BEFORE THE WEST CHESTER BOROUGH ZONING HEARING BOARD
IN RE: Variance Application of Charles A. Melton Arts & Education Center

NARRATIVE IN SUPPORT OF APPLICATION FOR VARIANCE

I. Introduction

The Charles A. Melton Arts & Education Center ("**Applicant**") is the owner of a certain 2.2-acre parcel of real property in West Chester Borough ("**Borough**"), UPI No. 1-5-478 ("**Property**").

II. Request for Relief

Applicant is planning to install a sign with an overall dimension of 48 inches by 96 inches, the changeable portion of the sign to be 36 inches by 96 inches with the sign to be 72 from the ground ("**Proposed Sign**"). A copy of the plan by KC Sign & Awnings is attached to the Application.

The proposed sign is classified as a "changeable-copy sign" in the Borough's Zoning Ordinance. Under the Borough's Zoning Ordinance, no changeable-copy sign is permitted within 500 feet of another. See Zoning Ordinance §112-702.B(2)(o). The Proposed Sign is located 465 feet from the Franklin Mint Federal Credit Union changeable copy sign at 400 E. Market Street.

Therefore, the Applicant is seeking a variance from Section 112-702.B(2)(o) to permit the Proposed Sign to be located 465 feet from the Franklin Mint Federal Credit Union changeable copy sign.

At the hearing, Applicant will demonstrate that it will comply with all other zoning regulations applicable to the Proposed Sign. The Applicant is requesting a 7% deviation from the Zoning Ordinance, which may constitute as a *de minimis* variance.

Applicant will further demonstrate compliance with the general requirements for variances at Section 112-1105.C of the Zoning Ordinance. This includes, but it not limited to, Applicant demonstrating that the Proposed Sign will not alter the essential character of the neighborhood, nor will it be detrimental to the public welfare.

III. Conclusion

Applicant will present testimony and evidence in support of the requested variance and establish compliance with all other applicable Ordinance standards during the hearing before the Zoning Hearing Board.

Respectfully submitted,

MacELREE HARVEY, LTD.



By:

Date: June 10, 2025

Brian L. Nagle, Esquire
Robert M. Tucker, Esquire
MacElree Harvey, Ltd.
17 W. Miner Street
West Chester, PA 19381
610-436-0100
Attorneys for Applicant

June 10, 2025

Via Hand Delivery

West Chester Borough Council
Attn: Sean Metrick, Borough Manager
401 East Gay Street
West Chester, PA 19380

Re: Application for Variance of Charles A. Melton Arts & Education Center

Dear Sean:

I am submitting on behalf of my client, Charles A. Melton Arts & Education Center five (5) copies of the following:

- Application for Variance;
- Narrative in Support of Application;
- Distance Between Signs from KC Signs
- Sign Specs Revised
- Site Plan
- Electronic copy of the above Application
- Application fee of \$800.00

Please let me know if you require additional physical copies of any materials.

Very truly yours,



Brian L. Nagle

/cfg

Enclosures

cc: Nathan M. Cline, P.E., Borough Engineer (w/enclosures) *[via Electronic Mail Only]*
Kristin S. Camp, Esquire, Solicitor (w/enclosures) *[via Electronic Mail Only]*
Mike Barbieri, Zoning Officer (w/enclosures) *[via Electronic Mail Only]*
Charles A. Melton Arts & Education Center Education (w/enclosures) *[via Electronic Mail Only]*



- A** Existing Franklin Mint Federal Credit Union changeable copy sign
- B** Proposed Charles A. Melton Arts & Education Center changeable copy sign

KC SIGN
& Awnings

Design • Build • Installation • Service

CUSTOMER NAME

Charles A. Melton Arts and Education

SITE ADDRESS

501 East Miner Street
West Chester, PA 19382

ORDER NUMBER

081904

PAGE NUMBER

3

Sign Description:

THIS IS AN ORIGINAL UNPUBLISHED DRAWING, CREATED BY KC SIGN CO. IT IS SUBMITTED FOR YOUR APPROVAL, IN CONNECTION WITH A PROJECT BEING PLANNED BY KC SIGN CO. IT IS FOR YOUR EXCLUSIVE USE, IT IS NOT TO BE USED, REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION. THIS DRAWING IS PROPERTY OF KC SIGN CO.

DATE

1/17/25

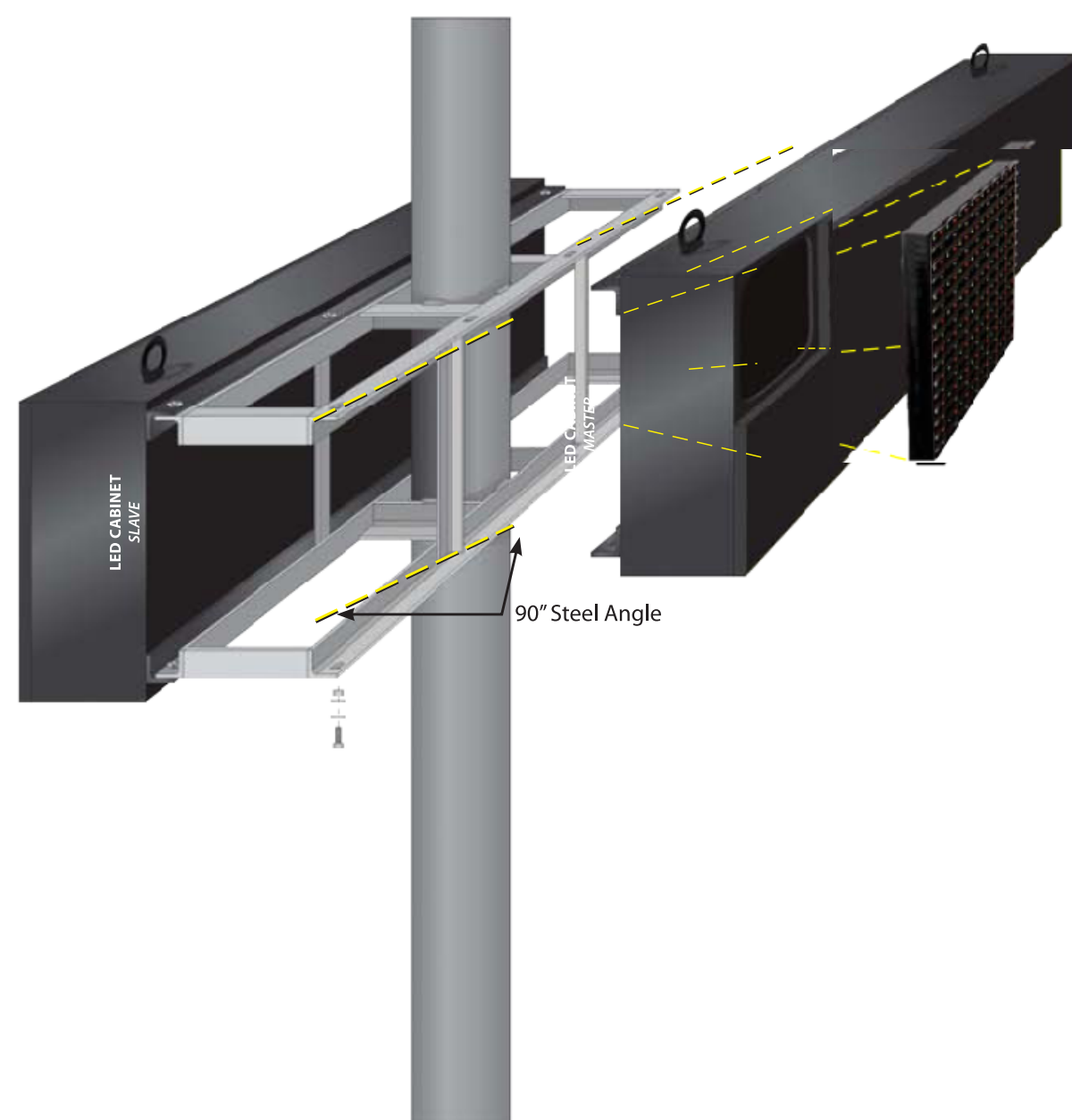
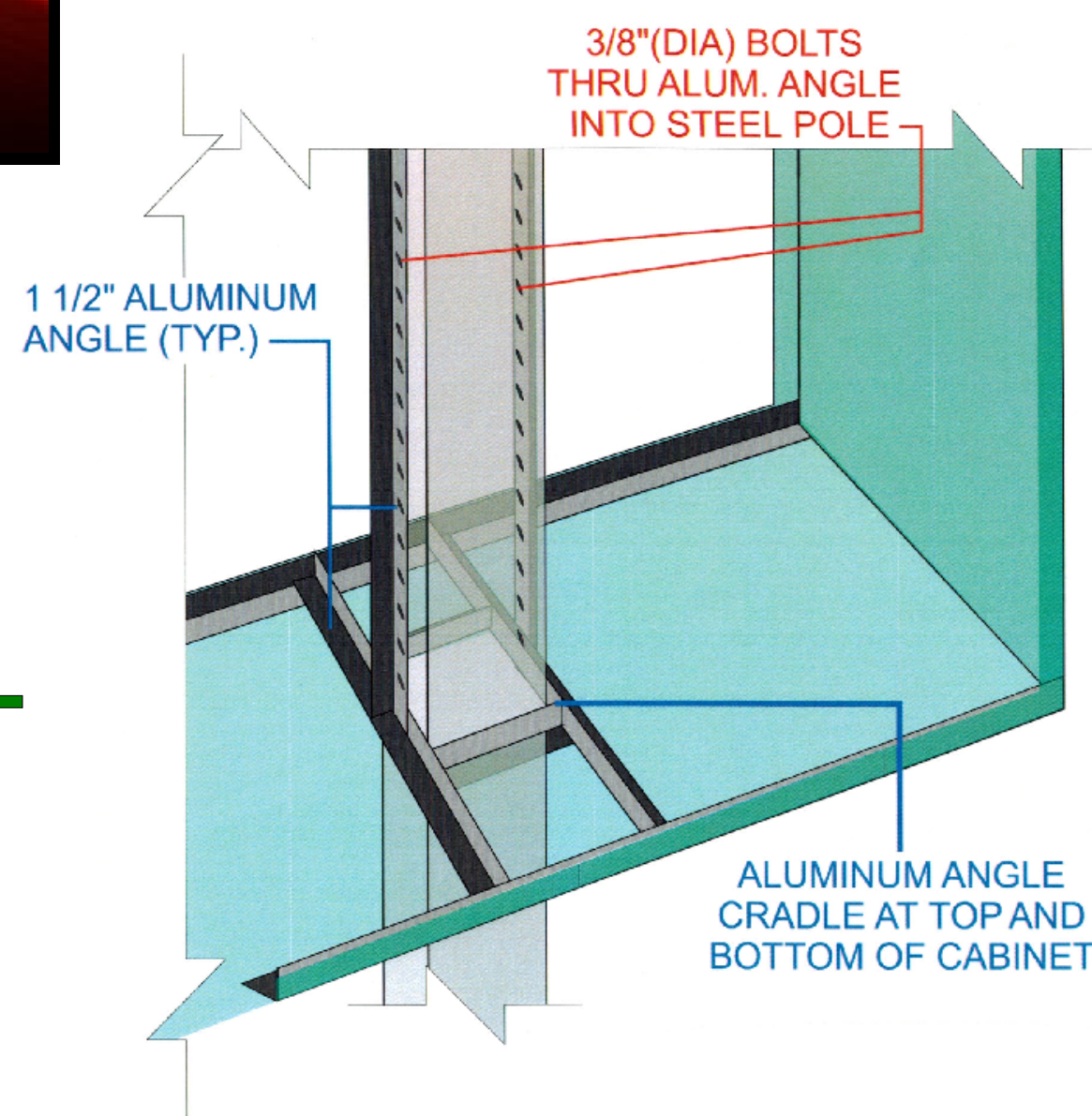
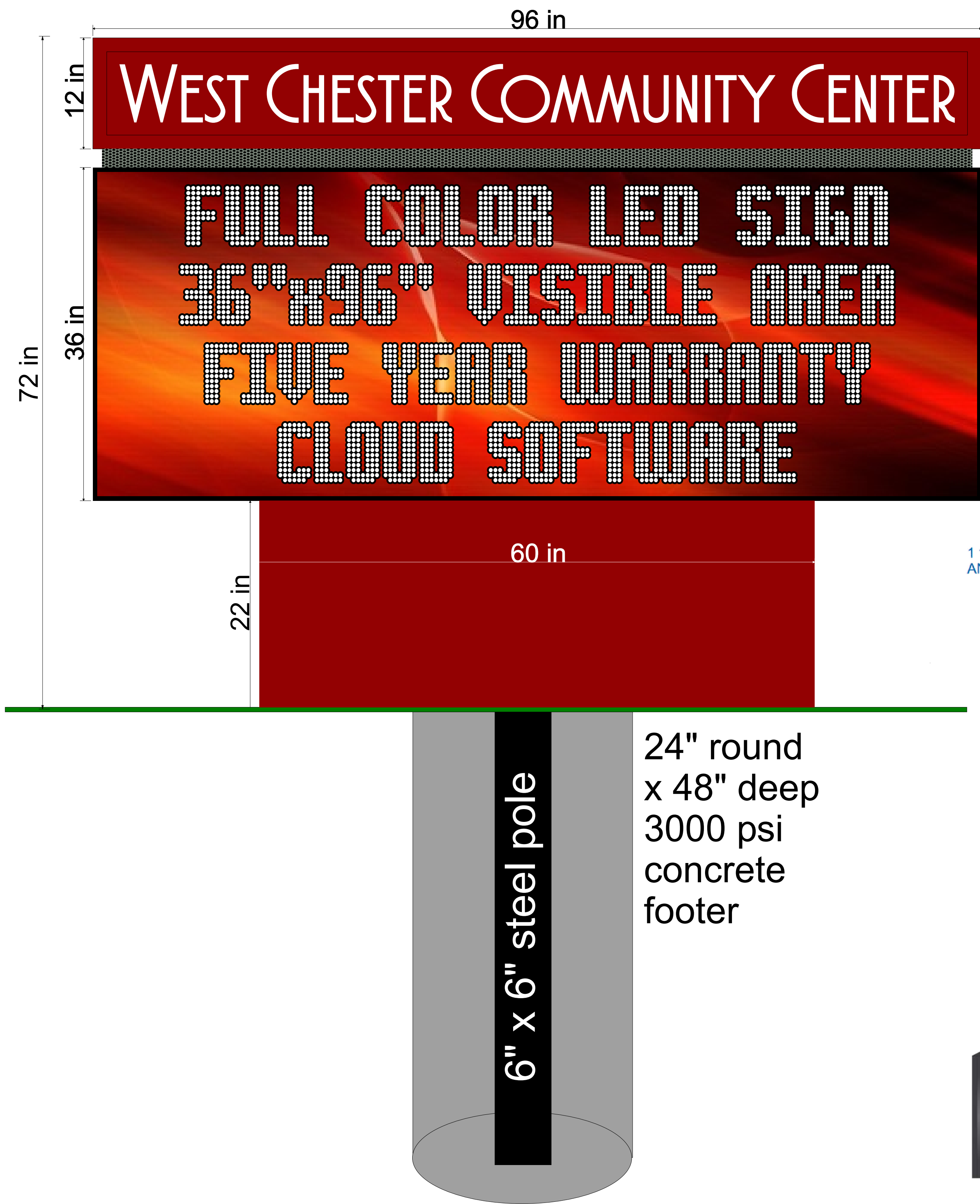
CONTACT

Greg Feld

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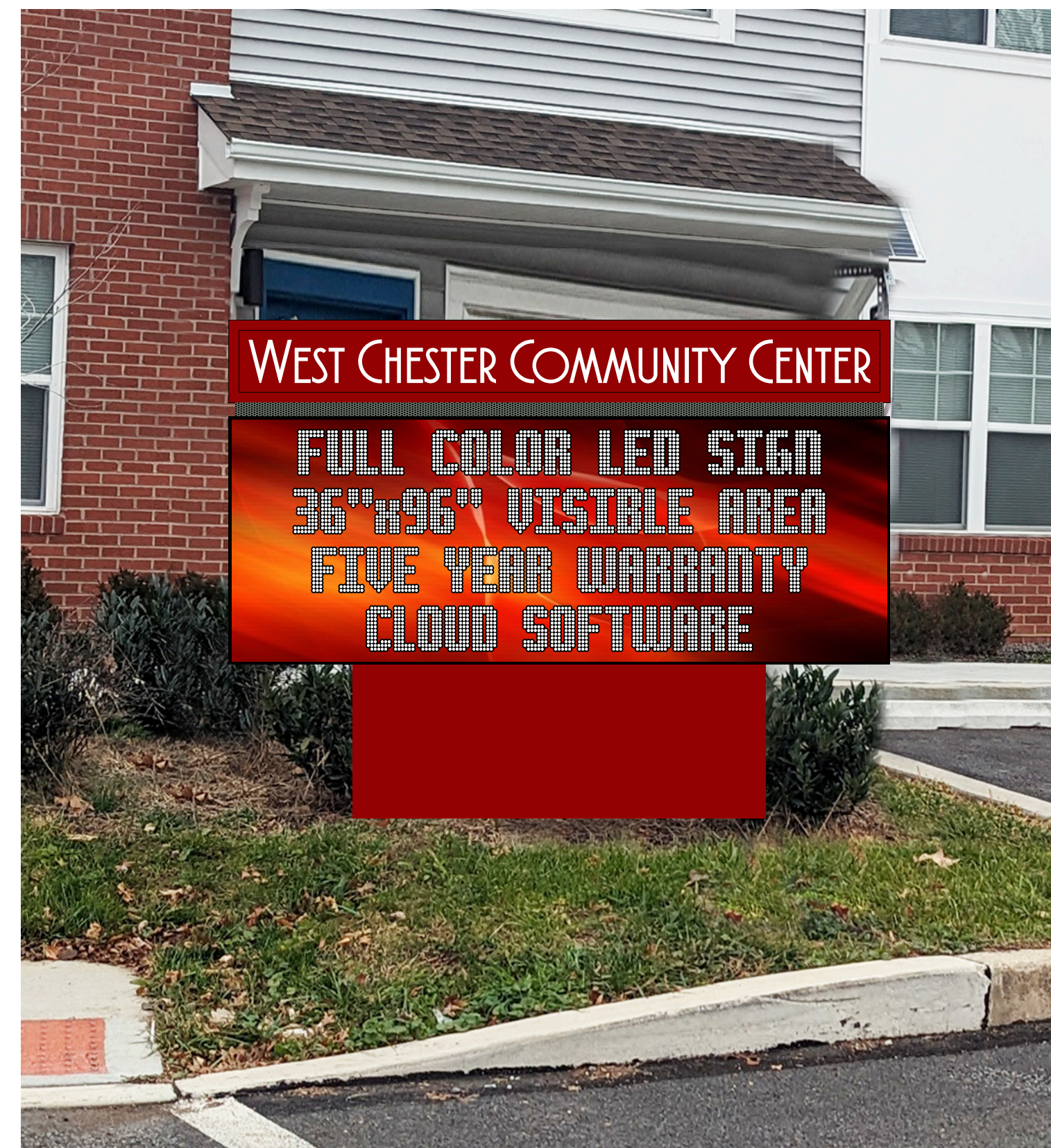
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EXISTING



PROPOSED



KC SIGN
& Awnings

Design • Build • Installation • Service

CUSTOMER NAME

Charles A. Melton Arts and Education

SITE ADDRESS

501 East Miner Street
West Chester, PA 19382

ORDER NUMBER

081904

PAGE NUMBER

1

Sign Description:

(1) 4' x 8' = 32 sq. ft. x 6' tall single-sided replacement ground sign to include a 24 sq. ft. LED message board

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DATE

1/17/25

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