



Public Works Committee Meeting
August 12, 2025 @ 6:30 PM
This meeting is recorded for public record.

Committee Members:

Bernie Flynn, Chair
Sheila Vaccaro
Bryan Travis

Director of Public Works: Donald Edwards
Assistant Director Public Works: Donald Anderson
Wastewater Director: Sean Mitchell
Director of Parks & Recreation: Keith Kurowski
Borough Manager: Sean Metrick

Public Works Committee Meeting:

- I. Call to Order
- II. Announcements
- III. Reports
 - A. Engineer Report (attachment)
 - B. Public Works (attachment)
 - C. Wastewater (attachment)
 - D. Parks & Recreation (attachment)
- IV. Old Business
 - A. Approve July 2025 meeting minutes (attachment)
 - B. Discuss the Goose Creek Flood Study
 - C. Discuss progress on the new Public Works building
 - D. Discuss the project planning, design, construction process – Public Works Rain Garden Project
Issue: Review the planning design process and provide checks and balances
- V. New Business
 - A. Motion to approve the recommendation from the Tree Commission for Rockwell Associates as the Borough's new consulting arborist starting January 2026.
(attachments)
Issue: discuss hiring consulting arborist for the Borough's tree program

B. Discuss property maintenance, grass and weeds in town center (attachment)
Issue: review photos and discuss enforcement

C. Motion to appoint Horgan Tree Experts interim arborist for remainder of 2025.

VI. Other Business

VII. 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.

MONTHLY ENGINEERING REPORT

TO: Sean Metrick, Borough Manager

FROM: Kelly Goff, PE, CFM, Consulting Engineer

RE: West Chester Borough
Monthly Engineering Report

DATE: August 4, 2025

The purpose of this memorandum is to provide a status update regarding various projects in the Borough. The following table provides a concise summary of high priority projects. A detailed engineer’s report is enclosed in Appendix A.

Project	Project Summary	Status Update
Gay Street Closure Project	The Gay Street Closure Project is a project funded by the Chester County Revitalization Grant that will result in removable barricades along the Gay Street open air market.	This project is out to bid for the third time. The bid opening will be 8/26. During this round of bidding, the documents were restructured to allow alternate products and prioritize the high-priority intersections at Matlack and Darlington.
MS4 Permit Services	The Borough’s MS4 permit is a mandatory stormwater discharge permit under the Clean Water Act. The Borough is required to implement pollution-reducing practices for stormwater systems that discharge to surface waters.	RVE is prepared presentation materials for the public meeting to be held on 8/5/2025. The public meeting will review the PRP & TMDL Addenda. The PRP and TMDL Plan are mandatory components of Pennsylvania’s MS4 permit program, designed to reduce sediment and pollutant discharges into impaired waterways through BMPs.

Should you have any questions, please do not hesitate to contact me directly (484) 843-3653.



Figure 1 – Rendering of Gay Street Closure Project



Figure 2 – Sample Rain Garden Curb Bum-pout at Chestnut Intersection

Appendix A - Detailed Engineer's Report

1 GENERAL ENGINEERING & PLANNING SERVICES

1.1 Monthly Meetings (PCWBT020)

Progress meetings are held with RVE and Borough staff on a monthly basis. Progress on various projects are discussed during the meetings. The last progress meeting was held on 7/29/2025 at 1:00 PM.

1.2 Planning Services

1.2.1 Price & Darlington Traffic Study

RVE submitted a cost of services estimate to the Borough staff on 10/18/2024. This project has been authorized and will begin once K12 school hours and the University hours commence. Field data was collected in January 2025. A draft memorandum with recommendations was sent to Borough staff on 3/4/2025. A revised draft memorandum was sent on 3.17. A proposal for a sketch plan was submitted to the Borough on 3/26/2025. Plan was submitted to PennDOT on 5/5. RVE followed up with PennDOT on 5/27, 6/24, 7/28.

1.2.2 Bus shelter Memorandum

RVE reviewed the proposed bus shelter location with Borough staff on 10/29/2024. RVE submitted a memorandum with proposed recommendations. RVE submitted a draft permit plan and sketch plan to the Borough on 2/18/2025. RVE is working on compiling the HOP.

1.2.3 High Street Improvements

RVE worked with Borough staff to acquire the DCED MTF grant. RVE is working with Borough staff to acquire additional funding. Project design is projected to begin in 2026.

1.2.4 Gay & Bradford Intersection Improvements

Improvements to this school crossings intersection will be performed by the public works department. Signage and striping will be installed.

1.3 Grant Funding Acquisition Services

RVE is working with Borough staff in order to determine grant opportunities that match the needs of the Borough. A 2025 grants memorandum was submitted to the Borough on 12/19/2024. RVE reviews updated grant information when available.

1.3.1 Priority Projects

The borough and RVE are maintaining a list of priority projects that need grant funding. The Borough is interested in funding the following projects through grant programs.

- Gay & Matlack intersection improvements
- Darlington & Chestnut Parking Lot improvements
- Rain Garden Curb Bump-outs
- High Street Improvements Phase 2
- Goose Creek Interceptor Phase 2

1.3.2 TA Set Aside Fund

This application is due 9/5. The grant will 100% fund the construction costs. Trail projects are eligible.

1.3.3 LSA Grant

This application is due 11/30. Projects may ranges from 25k to 1M. No match is required. Projects that improve communities are eligible.

2 MS4 SERVICES (PCWBT026)

The Borough's MS4 permit is a mandatory stormwater discharge permit under the Clean Water Act. The Borough is required to implement pollution-reducing practices for stormwater systems that discharge to surface waters. RVE is working with the staff in order to ensure the Borough meets those requirements.

2.1 Annual Report

The annual report is due 9/30/2025. RVE was authorized to compile the report on 7/29/2025. RVE is compiling the report.

2.2 PRP and TMDL Addenda (Goose Creek)

The PRP and TMDL Plan are mandatory components of Pennsylvania's MS4 permit program, designed to reduce sediment and pollutant discharges into impaired waterways through BMPs. Some BMPs listed in the original plans are not feasible. Addenda have been developed to include additional BMPS.

RVE received preliminary approval for TMDL and PRP addenda from PADEP on 5/15/2025.

RVE prepared presentation materials for the public meeting to be held on 8/5/2025. The public meeting will review the PRP & TMDL Addenda. RVE submitted draft presentation materials to Borough staff on 7/28/2025.

2.3 BMP Inspections

RVE submitted a fee schedule on 7/29/2025.

3 CAPITAL PROJECTS (PLANNING, DESIGN, BIDDING & CONSTRUCTION)

3.1 Gay Street Closure (PCWBT015)

The Gay Street Closure Project is a project funded by the Chester County Revitalization Grant that will result in removable barricades along the Gay Street open air market.

- This project is out to bid for the third time. RVE has restructured the specifications to include additional product options and prioritize certain intersections. The bid opening will be 8/26/2025.

3.2 Storm infrastructure Lining project (PCWBT030)

This project proposed to rehabilitate several stormwater pipes by adding a liner. This project is being funded by the flood mitigation grant.

- RVE submitted the updated specifications on 7/29/2025 to the Borough staff.
- The public works department is facilitating the bidding. RVE is assisting with answering bidder's questions.

4 SUBDIVISION & LAND DEVELOPMENT REVIEWS

4.1 410 High Street (PCWBP001)

The applicant is proposing to construct a proposed mixed-use building 128 residential apartment units with 149 off-street parking spaces.

- A SALDO application was submitted to RVE on 2/9/2023.
- RVE issued review letter #1 on 3/3/2023. The comments contained engineering concerns related to parking and traffic.
- RVE issued review letter #1, revision #1 on 3/22/2023. The comments included engineering concerns related to parking, and traffic.
- A second review letter was issued on 6/21/2023.
- A third review letter was issued on 8/18/2023.
- RVE received a 4th submission on 9/26/2023. RVE submitted a draft review 4 letter to the borough staff on 10/6. A 4th review letter was sent on 10/9.
- RVE received a 5th submission on 10/27. Review letter #5 was issued to the Borough on 11/20.

4.2 330 Market (PCWBP002)

The applicant is proposing to construct a 185 unit apartment building with 215 parking spaces.

- RVE received the first submission on 5/3/2023. RVE is reviewing this submission.
- A second review letter was issued on 8/18/2023.
- RVE attended the Planning Commission meeting on 8/29/2023 in order to address concerns from the public.
- RVE issued a 3rd review letter on 1/9/24.
- RVE issued a 4th Review letter on 2/23/24.

4.3 611 E Nields (PCWBP003)

The project proposes to construct two separate industrial warehouse buildings totaling 523,653 square feet at 611 East Nields Street within the Industrial (ID) zoning district. This application has preliminary land development approval.

- RVE issued a review letter #1 on 2/27/24.
- RVE issued a review letter #2 on 5/9/24.
- RVE issued a review letter #3 on 6/27/25.

4.4 410 High Street, Application #2 (PCWBP004)

The applicant is proposing to construct a multi-family residential apartment building consisting of 139 residential apartment units with 175 off-street parking spaces. This is the second application by the same developer for this property.

- RVE issued review letter #1 on 6/14/2024.
- RVE issued review letter #2 on 7/26/2024.

- RVE issued review letter #3 on 8/27/2024.
- RVE issued review letter #4 on 10/14/2024.

4.5 250 East Market (PCWBP005)

The applicant is proposing to construct a four-story apartment building with 221 units and 230 parking spaces.

- RVE issued review letter #1 on 8/17/2024.
- RVE issued review letter #2 on 10/01/2024.
- RVE issued review letter #3 on 7/14/2025.

4.6 210-214 W. Washington Street (PCWBP006)

The applicant is proposing to construct 8 single-family attached homes on three parcels along West Washington Street within the Neighborhood Conservation District (NC-2) zoning district. The site is bounded by West Washington Street to the west, Patton Alley to the east, and Birdseye Alley to the south. The proposed subdivision plans to demolish the existing automotive repair building and consolidate the three parcels. Each home will have a 2-car garage and share a common driveway.

- RVE sent review letter #1 to the Borough staff on 11/07/2024.
- RVE sent review letter #2 to Borough staff on 1/30/2025.
- RVE sent review letter #3 to Borough staff on 5/21/2025.
- RVE received submission No. 4 on 6/3/2025. RVE has been instructed to hold off on the review until further notice.

4.7 700 S High Street (PCWBP007)

The applicant is proposing improvements to the university.

- RVE sent a review letter to Borough staff on 7/3/2025.



Borough of West Chester

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Borough Council

Patrick McCoy, President
Nicole Scimone, Vice President
Bernie Flynn
Lisa Dorsey
Brian McGinnis
Sheila Vaccaro
Bryan Travis

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

August 4, 2025

Public Works Department Monthly Report

The following activities occurred during the reporting period:

1. Continued with the 2025 Paving Project.
2. Received updated proposals for the Goose Creek drainage study.
3. Working with Aqua for the replacement of about 390 lead water services in the Borough.
4. Requested a COSTARS proposal to reline brick storm sewers that may be at the end of their useful lives.
5. Our consultant received shop drawings from the contractor for the Bicentennial Garage, Level 3, Membrane Project for the Parking Department.
6. Prepared a draft infiltration/inflow (I/I) abatement plan. Discussed flow metering. Will begin cleaning and televising sanitary sewers soon to identify sources of I/I.
7. Began televising storm sewers where we historically found high levels of fecal coliform. Looking for potential illicit discharges.
8. Started operating the new recycling truck.
9. Starting operating the new litter truck.
10. Discussed a plan to eliminate a bottleneck on Cedar Alley near Franklin Street along with re-opening the road.
11. Requested a proposal for architectural and engineering services for a Public Works Building.
12. Ordered new Big Bellies to replace old, unsightly Big Bellies.
13. Working with PECO and its Harmony 5 – Substation project that includes setting utility poles in multiple locations in the Borough.
14. Assisted with various capital improvement projects. Working with PennDOT on the South High Street project from Rosedale to Miner Streets.

15. Assisted with land development and subdivision projects.
16. Cartegraph work order system is operational. Addressing significant concerns with Cartegraph's reporting functions.
17. Performed all routine work for trash/recycling, fleet maintenance, building maintenance, road maintenance and stormwater facilities maintenance.
18. Responded to service requests from residents, business owners and internal Borough departments such as Parking, Police, Fire and Parks.

Sincerely,

Donald T. Edwards
Public Works Director

Goose Creek Plant
351 Snyder Ave.
West Chester, PA 19382
(610) 696-2320

Ed Jamieson
Superintendent



Sean Mitchell
Wastewater Director

Taylor Run Plant
795 Downingtown Pike
West Chester, PA 19380
(610) 436-1370

Michael Findley
Superintendent

WASTEWATER DEPARTMENT

August 2025 Wastewater Department Report

Goose Creek

Crews replaced VFD and wiring to P10-B recirculation pump.

Replaced a leaking section of pipe supplying a utility water hydrant in the plant.

The portable diesel transfer pump had a bad switch, crew replaced switch and made-up new connections and placed tank back in service.

Replaced a broken flexi-shaft on P5-A, cleaned and switched out pulley end shaft housing before placing back on-line.

Per PADEP, a new signal wire was run to the influent compositor from the influent flow meter so samples are taken by flow measures not timed samples.

T-3B was taken off-line, drained, cleaned and inspected. The three 6" air supply line fernco's have been replaced along with the 3/4" blowoff lines. 56 diffusers were reattached with replacement gaskets and nylon bolts. Diffusers were inspected and tested before placing tank back in service. (Picture)

Avg. Monthly Flow: 1.014 MGD

Taylor Run

Crews located a possible leaking pipe in the plant. They excavated the area to find a cracked utility water pipe supplying a hydrant. The line was quickly repaired and hydrant put back into use.

A motor and fan needed to be replaced on the chlorine alarm system.

Dropped, cleaned and inspected the aeration tank and bucket elevator, employees cleaned out rocks and gravel from the last storm.

Cleared the access path to Peco power poles.
Avg. Monthly Flow: 0.818 MGD

Pumping Stations

Monthly cleaning and inspections were performed at all four pumping stations. Crews pumped down, hosed out wet wells and bar screen chambers and adjusted floats where needed.

The portable flow meter has been installed in the first manhole to track I/I in the East Bradford interconnections. The second meter has been placed in service to start tracking I/I in the Borough sanitary sewer lines.

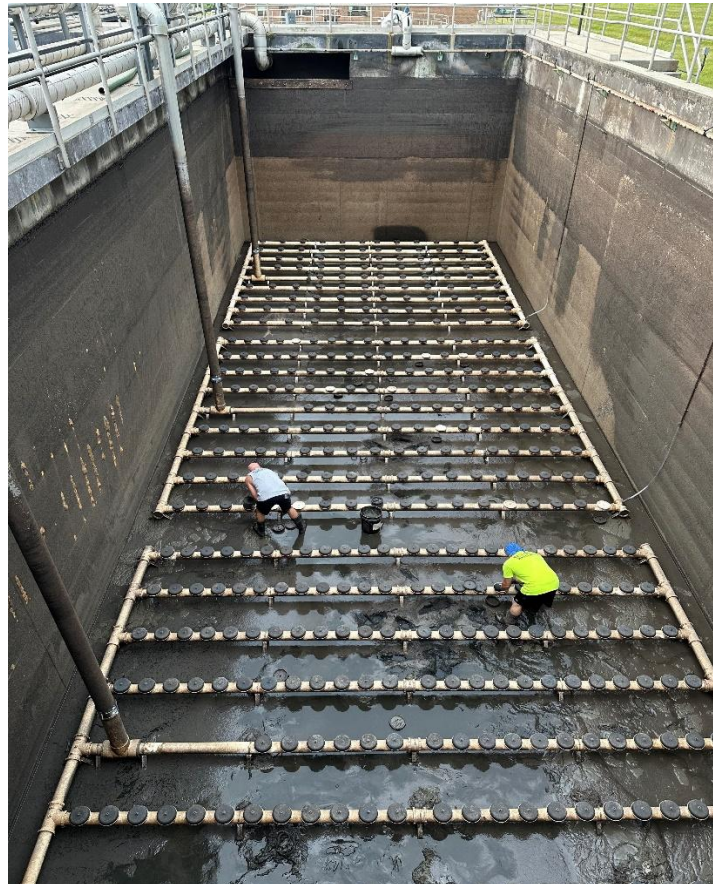
Capital Projects

Taylor Runs new digester sludge pump has been delivered and set in place; installation is in final phase to be placed on-line.

Goose Creeks new primary pumps have been delayed due to an error on the manufactures end; a new ship date is end of August.

The Maple Alley project design is ninety percent completed; I will be going to the finance committee to amend the purchase order for an extra \$24,000 for a utility locating company to perform soft test digs in the project zone.

The Goose Creek electrical substation upgrade is still on track for December 2025 delivery, Q1 2026 install.



Park Notes and Projects June 2025

Projects can be Capital, grant funded, Rec Fee in Lieu of, or General.

Hoopes Park

Hoopes Park Racquet Center Rehabilitation Project

- The courts are complete
 - o We have a few “punch list” items to finish up
 - Fence separating pickleball courts, new pathway and entrance to courts need to be finished, and signage.

Marshall Square Park – Projects on the horizon with the FOMSP

- Civil War Memorial area upgrade to historic layout – 2025
 - o Was approved by Council at their March meeting

Everhart Park- Playground borders have been places around the zip line area to keep the EWF from washing into the fall zone and stormwater management controls, thank you PW.



Mosteller Park – No projects at current time

Fugget Park – No projects at current time

Horace Pippin Park – Design work has begun on replacement of playground equipment

- Meeting was held with several residents to discuss potential options on 4.24.25
- Concepts has also been vetted through the Recreation Commission
- The concept/apparatus for the new playground is:
 - o “Mesa Verde” by HAGS 8102028 - BM Wood Posts/HPL Panels
 - [UniPlay Mesa Verde | HAGS](#)
 - o This is a budgeted item and we will, most likely, use CoStars for procurement
 - Estimate will be discussed at Finance Committee meetings.
 - Total cost is \$65,386,00
 - o Includes delivery, removal and disposal of old equipment, and installation.

Kathy McBratnie Park - No projects at current

Greenfield Park – ordered 16 tons of infield mix for the ballfield

Veteran’s Memorial Park - No projects at current time

Barclay Park - No projects at current time

Bayard Rustin Park – We will be relining the basketball courts to add portable pickleball courts (similar to what we had at Hoopes Park). Trying to utilize the park space we have to incorporate as many activities as possible.

- We have already purchased the templates
 - o Cost was \$233.18 (plus PW labor and paint) as compared to the lowest quote which was \$3,191.00
- Task to be completed by Public Works when time allows.

John O Green Park –

Fall zone project 2025 and beyond

- We have been working on two grants to revitalize JOG Park.
 - DCED – Greenways, Trails, and Recreation Program grant; submitted 5/30/2025
 - With assistance from Pennoni, the Borough submitted a grant for \$250,000.00 (max amount)
 - Borough match for this \$304,400.00 project would be \$54,400.00k or roughly 18% (and 15% is the minimum match)
 - NOTE* - There was a slight change in pricing as the grantors made a few changes to our grant application
 - This “concept” includes new playground equipment, expanded pavilion, more seating, new grilling area, and games area.
 - Awards for this grant are not expected until Q1 2026
- People, Parks, and Community Foundation (a subsidy of the PA Recreation and Parks Society)- Submitted 5.30.25

- The Borough submitted the application for this grant, max amount, \$30,000.00 with no match from the Borough
 - This grant/project aligns with our already budgeted item of replacing the JOG splash pad with updated mechanicals, apparatus, and fall zone.
 - Project cost, with grant funding, \$116,000.00
 - Award for the grant is Sept. 2025 and our project will start/end fall 2025



Park Usages/Rentals

July Park Rentals

Start Date ?	End Date	By Date Type		
07/01/2025	07/31/2025	Date of Reservation	Submit	
Reservation Overview Report from 07/01/2025 to 07/31/2025				
Facility	Reservations	Hours		
Barclay Park	3	4:30		
Everhart Park	2	6:00		
Green Field Park	4	38:00		
Hoopes Park	4	19:00		
Marshall Square Park	3	20:00		
Totals		16	87:30	

Events

- July 17th Concert at Hoopes Park (make up from rain out on May 29th)

- *The Joe Kenney Band performed to a nice crowd while two food trucks (one sweet & one savory) provided their menu options. Also had our face painter/s and clowns bringing some fun for the kiddos in attendance. These “Park Concerts” are supported by a sponsorship from Chestnut Square Apartments.*

Upcoming Events

- Aug. 14th Theater in the park at MSP 6-8pm
 - Arts and Athletics Club to host Peter Pan at Marshall Square Park
- Aug. 15th Movie night at Hoopes Park
 - Showing “How to Train Your Drago”
- Aug. 21st Park concert at John O Green Park 6-8pm
- Aug. 23rd Welcome Back Weekend with WCU
 - We will be running our Mini Golf on Gay St.

Camps, classes, and bus trips

Ryan Michael, Program Coordinator, is continually working on our list of programming for Spring/Summer/Fall 2025.

July 2025 myrec.com report

Program Sales Report for 07/01/2025 - 07/31/2025

Program Name	Res Count	Non-Res Count	Total Count	Res Total	Non-Res Total	Totals
44th Annual Chester County Restaurant & Food Truck Festival Application	1	13	14	\$285.00	\$3,520.00	\$3,805.00
Just Tennis with Justin DePietro Paolo	2	8	10	\$210.00	\$690.00	\$900.00
Pickleball - Univeral Rackets & Tyler Stroyek	0	3	3	\$0.00	\$210.00	\$210.00
Touch A Truck / Night Out Against Crime - Vehicle Sign Up	1	10	11	\$0.00	\$0.00	\$0.00
Walk with Lafayette	5	3	8	\$0.00	\$0.00	\$0.00
Yoga - Be Rooted	0	11	11	\$0.00	\$165.00	\$165.00
Yoga and Qigong by Optimal Massage and Movement	1	9	10	\$15.00	\$135.00	\$150.00
Totals	10	57	67	\$510.00	\$4,720.00	\$5,230.00

PROS Plan Steering Committee

- JMT/Toole Recreation Planning have completed the “draft” final of the PROS Plan to the Borough for review.
 - The plan was reviewed by the Steering Committee on 7.15.25.

- The findings reviewed were then sent back to the consultants for further work.
- We'll host one more Steering Committee meeting with the new document before the draft Final will be available to the Recreation Commission, then PW Committee, and finally Council for adoption.
 - Adoption of the PROS Plan is required as per the specifications set forth by the Chester County Planning Commission, which are the grantors supporting our plan.

This meeting is being audio recorded for the public record.

Public Works Committee

Date: July 8, 2025 @ 6:30 PM

Committee Members Present: Bernie Flynn – 6th Ward (Chair)
Bryan Travis – 2nd Ward
Sheila Vaccaro – 5th Ward

Department Heads Present:
Don Edwards, Director Public Works
Don Anderson, Asst. Director Public Works
Sean Mitchell, Wastewater Director
Keith Kurowski, Director Parks & Recreation

Borough Manager: Sean Metrick

1. Call to Order - meeting was called to order at 7:39 PM
2. Announcements
 - A public meeting will be held July 29 at 5:30pm in Borough Hall to gather comments on the draft Pollution Reduction Plan and Total Maximum Daily Load Addenda. The plan proposes projects over the next 5 years to reduce flooding and improve rainwater runoff quality.
3. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
 - none
4. Departmental Reports
 - a) Traffic & Engineering Reports
 - Kelly Goff, RVE discussed revising the bid package for the Gay Street Closure Project. The package has been revised to better align with the Borough's priorities. The package has been restructured to focus on the most critical intersections of Matlack/Gay and Darlington/Gay for the short term and High Street was included as an alternate option. Phasing the project allows us to maintain the high standards without compromising the Borough's criteria for safety. RVE introduced options to bid on alternate products, including the wedge to encourage competitive bidding. The proposal meets the Homeland Security and the Police Departments safety criteria as well as the necessary horizontal and vertical clearance. We submitted the bid package to Borough staff, and we are working on addressing comments, so we hope to go to bid in a Page 21 of 77

This meeting is being audio recorded for the public record. week. Mr. Flynn asked for an explanation of the three options and Ms. Goff gave a detailed explanation of the options and materials. They are allowing the bidders to submit alternate products that meet all of the requirements. Mr. Travis asked when we would have the bids to review, and Ms. Goff is anticipating the end of August.

- Darrell Cook, S. Walnut Street, asked about the Engineer's report referencing 611 E. Niels Street and he would like to know when the last changes were made to the project. Mr. Metrick said that Borough Council approved the final plans for 611 E. Niels Street in May 2024 and it is taking this long for the applicant to send back the final plans. This is an administrative review of the final plans to make sure they conform to everything that was approved last year. They cannot make any changes, but what we do is go over the final plan and resolution and if all is okay, they can get the plans recorded with the County Recorded of Deeds.
- John Renzo, Pennoni Engineering, wanted to update everyone on two projects. The Hoopes Park Racquet Center project has been completed. He wanted to thank Mr. Kurowski for all of his work on this project. Also, this project was almost 100% grant funded. We were able to repair and resurface the existing courts into two pickle ball courts. We added ADA capability along with a new gate, walking path and parking. The second project is the Goose Creek PRP Project to get Pollution Reduction (PRP) credits for the Borough. We installed a number of rain gardens within the Public Works site and on Matlack Street. We also repaired the parking lot. Thank you to Mr. Williams for the grant efforts and to Mr. Edwards for overseeing the project. Mr. Flynn asked when the Matlack Street rain gardens would be completed, and Mr. Renzo informed him they were completed. They were sealed with plugs and a seed mixture. It will take a little time for those grasses to germinate. No shrubs or trees will go there because of the location in the street.

b) Public Works

- Mr. Edwards, Public Works Director, highlighted the 2025 paving project is almost completed. PW received another proposal for the Goose Creek Study. The big belly trash containers have been ordered, and we anticipate an August delivery. We will replace the one that caught fire a few weeks ago with one of the new units. We requested an RFP for architectural and engineering services for the new Public Works facility. Mr. Flynn asked if the fire was contained in the big belly and it was. Regarding the paving project, Mr. Flynn stated that the Glasgow foreman interacted with a few of the residents and their customer service was superior.

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c) Wastewater

- Sean Mitchell, Director of Wastewater, stated that both primary clarifiers at Goose Creek were dropped and new rubbers scrapers were installed. All nuts and bolts grounded off and replaced. They cleaned out the valve chambers and utility manholes from the large storms. The new 2,000-gallon tank and pumps have been delivered and set; installation should be completed by the end of July. Goose Creek's average flow 0.763 mgd.
- Taylor Run completed the yearly inspection on the final clarifier was completed. The T6A tank was drained, cleaned and inspected. They also drained and cleaned T3A and T3B clarifier tanks and replaced the scum scrapers. The sodium bisulfate chemical tanks were emptied and cleaned. The crew fabricated a fiber glass cover to replace the broken cover from the PECO junction box that is on our property and our responsibility. Taylor Run's average flow was 0.791mgd.
- The four pump stations monthly cleaning and inspections were performed. One portable flow meter was installed to track the I&I at the East Bradford interconnection. The 2nd meter should be delivered any day and will be used for I&I in borough lines. We have a plan in place for answers to the DEP regarding Maple Alley.

d) Parks and Recreation

- Keith Kurowski, Parks & Recreation Director, stated they had some very successful events. The Turks Head Music Festival was very well attended. After the event, he had a meeting with the Friends of Everhart Park and discussed ways to improve the event for the park and neighborhood. We had mini golf on Gay Street, but unfortunately due to another event on Gay Street the turnout was low. We held a virtual golf night, and it was well received.
- We have new pickle and refurbished tennis courts at Hoopes Park. Please go take a look as they are beautiful. The Horace Pippin playground is set to be purchased in the Fall. The John O'Green projects are in the review phase. We applied for grants from DCED and People Parks & Community. We also received the final draft of the Pros Plan. On August 1st we will have a grand opening at Hoopes Park for the racquet center. Mr. Travis asked what event conflicted with the mini golf on Gay Street and Mr. Kurowski stated it was the No Kings Rally. Mr. Travis also asked were any of the comments from Friends of Everhart Park about the vehicles and parking in the park? Mr. Kurowski said not passenger parking, just the vendor and food truck parking. Mr. Flynn asked if the mini-golf could be recreated and Mr. Kurowski stated he was working with WCU for their welcome back weekend, and they would have min-golf at that event. Mr. Flynn also wanted to mention that he received positive feedback on the skateboard demonstration event. Mr. Kurowski said it went well and was well attended.

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5. Old Business

a) Approve June 2025 meeting minutes

- Approve 3 – 0

b) Discuss the progress on the Public Works Building and Facilities

- Mr. Edwards stated Ms. Lioni and Mr. Metrick met to discuss the financing and are getting ready to meet with a financial planner to discuss financing options before they reach out to financial institutions. Mr. Edwards also stated we received an architectural proposal which included the scope of the services, pricing and a schedule of the design. We haven't talked about getting more than one proposal because this helps by giving us a good budgetary number. Mr. Flynn said we need to ask for an RFP for competitive bidding purposes.

4. New Business

- Three proposals were received for the Goose Creek Flood Study. They were competitive and met the technical requirements. Mr. Edwards explained that the bids were all close and all were capable, but recommended RVE because they were the low bidder.

- Approve 3 – 0

6. Other Business

- none

Adjourn – 8:16 PM

<u>Arborist</u>	<u>Location</u>	<u>Phone No.</u>	<u>Email Address</u>
Chris Uhland	Downingtown	4843198522	uhland@hhnurseryllc.com
Jim Ward	Radnor	6105251562	info@johnbward.com
John Hosbach	Media	6107317969	john@rockwellurbanforestry.com
Russ Carlson	Bear, DE	3025217935	thearborist@mac.com
Mike Dunn	West Chester	6103507000	mikedunn@upenn.edu



JOHN ROCKWELL HOSBACH, JR.

Professional Summary

John Rockwell Hosbach, Jr., is a registered consulting arborist, a certified arborist, and a landscape consultant who has worked in the field of arboriculture since 1995. John's expertise comprises the following specialties:

- Tree inspections and tree risk assessment: second opinions and assistance to clients in managing their trees
- Forensic arboriculture: expert witness testimony, liability assessment, and risk tree assessment
- Tree evaluation: appraisal of tree value and damage assessment, diagnosis and corrective measures, and tree root/soil/hardscape interactions
- Tree management: tree inventories, tree preservation/maintenance program development and implementation, work safety analysis, landscape design analysis, tree selection, and performance standards
- Client relations: consultation, representation, and support
- Homeowner/townhome/condo associations: management, inventory, and budget assistance

Registrations & Certifications

American Society of Consulting Arborists (ASCA)

- Registered Consulting Arborist #483, 2009
- Board of Directors, 2014-2016

International Society of Arboriculture (ISA)

- ISA Certified Arborist PD-0372, 1997
- Pennsylvania-Delaware Chapter of the International Society of Arboriculture Board of Directors

Society Of American Foresters

- Certified urban and community forester

Association of Consulting Foresters

Professional Affiliations

- International Society of Arboriculture (ISA)
- Pennsylvania-Delaware Chapter of ISA
- New Jersey Chapter of ISA
- Society of American Foresters, Member
- American Tree Farm System, Member
- Community Association Institute (CAI), Pennsylvania/Delaware Valley Chapter, Member
- Member - ACF Association of Consulting Foresters

John is a Registered Consulting Arborist with the American Society of Consulting Arborists, a Certified Arborist with the Pennsylvania-Delaware and New Jersey chapters of the International Society of Arboriculture, and a member of the Society of American Foresters. John also serves as the Consulting Arborist for East Bradford Township, the Radnor Township Shade Tree Commission, and Whitmarsh Township, all in Pennsylvania. He is a member of the Ridley Park [PA] Borough Shade Tree Commission.

John is a certified expert witness in eight states: Pennsylvania, Alabama, Colorado, Florida, Maryland, New Jersey, New York, and West Virginia. He has given presentations on tree safety, tree planting, risk assessment, and tree management budgeting.

His clients include landscape architects, landscape contractors, developers, builders, municipalities, golf course managers, homeowner associations and private homeowners, insurance companies, commercial property owners and managers, and attorneys.



JOHN ROCKWELL HOSBACH, JR.

Professional Experience

President/Owner, Rockwell Associates, Ridley Park, PA ————— **2007 - Present**

Arboricultural Consultant Services

Tree Inventories, Urban Forestry, Woodlot Management, Wildlife Management, Diagnosis of Tree and Landscape Problems, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, Insect and Disease Identification, Tree Protection and Management for Construction, Tree Care and Management Programs, Plant Inventories, and Arboricultural Training and Seminars.

Vice President, Shearon Environmental Design, Plymouth Meeting, PA ————— **1999 - 2007**

Management Responsibilities

- Responsible for team of 20 employees, sales, and client consultations.

Arboricultural Responsibilities

- Tree Inventories, Urban Forestry, Woodlot Management, Tree and Landscape Diagnosis, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, and Insect and Disease Identification.

Education

Paul Smiths College, Paul Smiths, NY. Urban Forestry/Management ————— **1995**

Professional Training

- Tree and Plant Appraisal Qualification Training (TPAQ), Morris Arboretum, Philadelphia, PA
- American Society of Consulting Arborists (ASCA) Consulting Academy, graduate
- Dale Carnegie Management School
- Continuing Education, 600 credits

JOHN ROCKWELL HOSBACH, JR.

Training Seminars & Workshops

- Diagnosis and Identification of Plant Diseases, Morris Arboretum, Philadelphia, PA ————— 3.21.19
- How to Be an Effective Expert Witness, SEAK, Chicago, IL ————— Spring 2017
- Workshops on tree safety, tree planting, risk assessment, and tree management budgeting for property managers, CAMCO management, and Mid-Atlantic management (presented) ————— 2012 - 2016
- Understanding Tree Appraisal Problems, Morris Arboretum, Philadelphia, PA, Scott Cullen (attended) ————— 11.12.15
- Tree-Risk Assessment: An Introduction to the ISA BMP Risk Assessment Process, Penn-Del Chapter of ISA Annual Symposium, Dr. Bruce Fraedrich (attended) ————— 2.3.14
- Wildlife Protection (involving trees) Training Class, ASCA Conference, Palm Springs, CA (attended) ————— 2014
- Writing Structural Pruning Specs, ASCA Conference, Palm Springs, CA (attended) ————— 2014
- The Impact of Urban Trees: Applying the Nuances of Research, ASCA Conference, Palm Springs, CA (attended) ————— 2014
- Tree Risk Assessment—Incorporating the New BMP into Your Practice, ASCA Conference, San Diego, CA, Nelda Matheny (Hort Science) and Tom Smiley (Bartlett Tree Research Labs) (attended) ————— 11.28.12
- Tree Risk Assessment in Urban Areas and the Urban/Rural Interface, Morris Arboretum, Philadelphia, PA, Jim Flott, Pacific Northwest Chapter of ISA (attended) ————— 10.12 - 10.13.10
- Advanced Tree Appraisal Course, Morris Arboretum, Philadelphia, PA (attended) ————— 6.10 - 6.11.04
- Trees, People and the Law Workshop (National Arbor Day Foundation), Nebraska City, NE, Merullo, Frank, Stewart, Boyce, et al. (attended) ————— 9.28.99
- Visual Tree Assessment and the Body Language of Trees, Philadelphia, PA, Mattheck (attended) ————— 6.7 - 6.8.99

JOHN ROCKWELL HOSBACH, JR.

Arboriculture Consulting Services

- Tree & Urban Forest Resource Inventories
- Tree Risk Assessment
- Urban Forest Canopy Analysis
- Landscape Consulting
- Municipal Forestry Program Management
- Urban Forest Ordinance Development
- Urban Forest, Tree, and Plant Appraisals
- Tree Root Investigations
- Tree Protection During Construction & Land Development
- Diagnosis, Problem Solving & Treatment Recommendations
- Pre-Planting Site Analysis and Species Recommendations
- Tree Care Specification Development
- Site Supervision of Tree Planting and Maintenance
- Integrated Plant Health Care Program Oversight
- Arboriculture & Forestry Expert Witness
- Fire-Damage Assessment
- Forensic Investigation
- View-Obstruction Resolution
- Arborist Workforce Training and Oversight
- Windstorm Tree Failure Investigation
- Team Collaboration in Urban Site Design and Development
- Tree Care Contract Oversight and Dispute Resolution
- Timber sale administration and marketing
- Preparation of General Woodland Management Plans
- Timber Inventories and Appraisals
- Timber Trespass & Damage Assessment
- Woodland Management Operations
- Professional GIS / GPS Inventory Mapping

Landscape Consulting Services

- Landscape and Visual Impact Assessment [LVIA]
- Landscape Appraisal / Study
- Landscape specification writing
- Monitor landscape contractors
- Landscape & Ecological Mitigation & Enhancement Plans
- Working with lawyers, appraisers, surveyors, engineers, landscape architects, insurance companies & other professionals on a range of legal, property damage & development issues providing reports, assessments & expert witness testimony
- Appraisal of trees and landscape values for legal purposes, insurance claims & estate planning
- Assessment of tree, shrub, lawn, soil, site & landscape management problems, including assessments & recommendations for potentially hazardous trees
- Site assessment, protection or restoration of trees & plants before, during or after construction to preserve or protect valuable plants from construction damage
- Development of environmentally friendly tree, plant & lawn care programs for other companies, institutions & large property owners.
- Identification & assessment of native & ornamental plants.
- Conservation design & planning for regulatory compliance & to enhance landscape beauty & enjoyment

JOHN ROCKWELL HOSBACH, JR.

Professional Engagements

- Assisted homeowner association (HOA) resolve internal disputes regarding management of conflict trees in association common area.
- Serving as a Municipal Arborist / Tree Expert / Forester for Radnor Township, Whitmarsh Township, Newtown Township, Cheltenham Township and Sadsbury Township.
- Assisted property owner & attorney in recovering damages that was a result from a logging trespass matter.
- Conducted tree inventories for management and planning needs of clients.
- Developed revised municipal ordinance for Townships.
- Performed formal tree risk assessment projects covering 1,000,000 trees.
- Authored urban forest / landscape tree management plans over the past 25 years.
- Conducted contractor oversight and quality assurance projects for municipalities, HOAs and other private clients.
- Provided expert investigation into tree-failure and related fatality, as well as serious injuries.
- Provided pivotal testimony in court of law regarding tree-risk and best practices relating to tree-caused accidents.
- Serve as dedicated tree management contractor / in house for HOAs / HOA management companies.
- Assisted major insurance companies with claims, subrogation and litigation regarding personal injury and property damage claims.
- Assisted landowner and attorney to resolve dispute over interference of trees with solar panel / green infrastructure conflict.
- Successfully used dendrochronology methods to determine the year in which an injury-causing tree died and was left standing.
- Provided testimony before planning and zoning boards, shade tree commissions, regarding urban forest management programs.
- Performed tree appraisals in matters of trespass, takings, and eminent domain.
- Assisted attorney and plaintiff determine herbicide / gas leak / contamination loss to landscape plants, finding in favor by Jury,
- Investigated instances of improper tree planting and aftercare by landscape contractors
- Devised and oversaw implementation of plant health / IPM plans for private property clients
- Assisted with vetting, selection and oversight of tree care contractors

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT for professional services entered into this _____ day of _____, 2025 by and between Rockwell Associates (“Consultant”), duly authorized to do business in Pennsylvania, with a mailing address of P.O. Box 542, Ridley Park, PA 19078 and the BOROUGH OF WEST CHESTER, a Home Rule municipality with its principal office at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter called the "Borough").

WHEREAS, the Borough requires a certified consulting arborist as more fully described in the attached Request for Proposal dated May 5, 2025.

WHEREAS, Consultant is qualified to and has agreed to perform such professional services as may be necessary from time to time as set forth in a proposal from Consultant which is attached hereto as an appendix (each, an “Appendix” and together, the “Appendices”) and which shall become a part of this Agreement under and subject to all of its terms and conditions.

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

1. Services.

A. Consultant will perform the services described in the proposal which is attached hereto as an Appendix to this Agreement (the “Services”). These Services shall be performed in accordance with the terms of this Agreement and the Appendix on which the Services are set forth and in accordance with all regulatory requirements in effect. The scope of the Services to be performed by Consultant on any Appendix may be modified from time to time by an addendum to any such Appendix agreed to in writing by consultant and the Borough. Under no circumstances shall Consultant subcontract any of the Services hereunder without the prior written consent of the Borough, which consent may be withheld in the Borough’s sole discretion.

B. The Consultant represents and warrants to the Borough that he/she is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of his/her Duties. Consultant represents and warrants that the execution and performance of this Agreement will not violate any policies or procedures of any other person or entity for which he/she performs Services concurrently with those performed herein.

C. In performing the Services, Consultant shall comply, to the best of his/her knowledge, with all business conduct, regulatory and health and safety guidelines established by the Borough with respect to its business.

2. Consultant’s Responsibility.

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

A. The Consultant shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all designs, drawings, specifications, reports and other services furnished by the Consultant under this Agreement. The Consultant shall, without

additional compensation, correct or revise any errors, omissions or other deficiencies in his designs, drawings, specifications, reports and other services.

B. The Consultant shall perform such professional services as may be necessary to accomplish the work required to be performed under this Agreement, in accordance with this Agreement and applicable regulatory requirements in effect on the date of execution of this Agreement or the date of performance of a specific task during the term of this Agreement, whichever is later. Without limiting the scope of the foregoing, Consultant shall be responsible for identifying all existing improvements and utilities on any property associated with Consultant's services unless Consultant's services are limited to reviewing plans submitted by applicants.

C. The Services will be performed on behalf of and solely for the exclusive use of the Borough and for no others. The Services performed by Consultant shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the engineering and consulting professions in the same locale acting under similar circumstances and conditions. Consultant shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, specifications, reports and other Services

D. Approval by the Borough or any other local, state or federal body or public agency, of drawings, designs, specifications, reports and incidental work or materials furnished hereunder, shall not in any way relieve the Consultant of responsibility for the professional and technical adequacy of his work. Neither the Borough's nor any other local, state or federal body or public agency's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

E. The Consultant shall be and remain liable in accordance with applicable law for all damages to the Borough caused by the Consultant's negligent performance of any of the services furnished under this Agreement or furnishing services contrary to the terms of this Agreement. The Consultant shall not be responsible for any time delays in a Project caused by circumstances beyond the Consultant's control, provided that Consultant timely and in writing notifies the Borough in advance of the reason for the time delay and obtains the Borough's concurrence to the delay in writing.

F. The opinions of cost, financial analyses, and economic projections for a Project (referred to collectively as the "Cost Estimate") provided for herein (if any) are to be prepared by the Consultant using an individual, acceptable to the Borough, who is qualified, trained and experienced developing cost estimates for similar Projects. Cost estimates shall not be based solely on the Consultant's experience, judgment, previous bid experience and published cost estimating data. Up to date and current construction material and delivery costs from vendors in the Borough's community shall also be obtained and considered on a specific project basis. Consultant acknowledges that the Borough will rely on the Cost Estimate in making decisions regarding a Project, including, but not limited to, the Borough's decision to pursue competitive bidding and construction of a Project.

3. **Compensation.**

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

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

4. **Work Product.**

A. All project documents, including, but not limited to, any and all reports, drawings, plans, designs, contracts and specifications prepared by Consultant for each project shall become the Borough's property upon creation provided the Consultant's justified invoices are paid in a timely manner. Consultant shall retain copies of all deliverables for its files. Consultant shall not disclose a project's documents to a third party except in furtherance of a project and shall not use such documents for the benefit of a third party.

B. All work product of Consultant for this project, including work product created in electronic format, are instruments of service for this project only and shall become the property of the Borough, whether the project is completed or not. The parties hereto do not intend, nor will any clause of this Agreement be interpreted, to grant to any third party any benefits or rights under this Agreement.

5. **Proprietary Rights.**

A. **Concept and Ideas.** Those concepts and ideas disclosed by the Borough to Consultant or which are first developed by Consultant during the course of the performance of Services hereunder and which relate to the Borough's present, past or prospective business activities, services, and products, all of which shall remain the sole and exclusive property of the Borough. The Consultant shall have no publication rights and all of the same shall belong exclusively to the Borough.

B. **Confidential Information.** Confidential information is that relating to the business, plans and/or technology of the Borough including, but not limited to technical information

including inventions, methods, plans, processes, specifications, characteristics, assays, raw data, scientific preclinical or clinical data, records, databases, formulations, clinical protocols, equipment design, know-how, experience, and trade secrets; developmental, marketing, sales, customer, supplier, consulting relationship information, operating, performance, and cost information; computer programming techniques whether in tangible or intangible form, and all record bearing media containing or disclosing the foregoing information and techniques including, written business plans, patents and patent applications, grant applications, notes, and memoranda, whether in writing or presented, stored or maintained in or by electronic, magnetic, or other means. Notwithstanding the foregoing, the term "Confidential Information" shall not include any information which: (a) can be demonstrated to have been in the public domain or was publicly known or available prior to the date of the disclosure to Consultant; (b) can be demonstrated in writing to have been rightfully in the possession of Consultant prior to the disclosure of such information to Consultant by the Borough; (c) becomes part of the public domain or publicly known or available by publication or otherwise, not due to any unauthorized act or omission on the part of Consultant; or (d) is supplied to Consultant by a third party without binder of secrecy, so long as that such third party has no obligation to the Borough or any of its affiliated companies to maintain such information in confidence.

C. Non-Disclosure to Third Parties. Except as required by Consultant's Duties, Consultant shall not, at any time now or in the future, directly or indirectly, use, publish, disseminate or otherwise disclose any Confidential Information, Concepts, or Ideas to any third party without the prior written consent of the Borough which consent may be denied in each instance and all of the same, together with publication rights, shall belong exclusively to the Borough.

D. Documents, etc. All documents, diskettes, tapes, procedural manuals, guides, specifications, plans, drawings, designs and similar materials, lists of present, past or prospective customers, customer proposals, invitations to submit proposals, price lists and data relating to the pricing of the Borough products and services, records, notebooks and all other materials containing Confidential Information or information about Concepts or Ideas (including all copies and reproductions thereof), that come into Consultant's possession or control by reason of Consultant's performance of the relationship, whether prepared by Consultant or others: (a) are the property of the Borough, (b) will not be used by Consultant in any way other than in connection with the performance of his/her Duties, (c) will not be provided or shown to any third party by Consultant, (d) will not be removed from the Borough's or Consultant's premises (except as Consultant's Duties require), and (e) at the termination (for whatever reason), of Consultant's relationship with the Borough, will be left with, or forthwith returned by Consultant to the Borough.

E. Patents, etc. The Consultant agrees that the Borough is and shall remain the exclusive owner of the Confidential Information and Concepts and Ideas. Any interest in patents, patent applications, inventions, technological innovations, trade names, trademarks, service marks, copyrights, copyrightable works, developments, discoveries, designs, processes, formulas, know-how, data and analysis, whether registrable or not ("Developments"), which Consultant, as a result of rendering Services to the Borough under this Agreement, may conceive or develop, shall: (i) forthwith be brought to the attention of the Borough by Consultant and (ii) belong exclusively to the Borough. No license or conveyance of any such rights to the Consultant is granted or implied under this Agreement.

F. Assignment. The Consultant hereby assigns and, to the extent any such assignment cannot be made at present, hereby agrees to assign to the Borough, without further compensation, all of his/her right, title and interest in and to all Concepts, Ideas, and Developments conceived as a result of rendering Services to the Borough. The Consultant will execute all documents and perform all lawful acts which the Borough considers necessary or advisable to secure its rights hereunder and to carry out the intent of this Agreement.

6. **Disputes**.

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

7. **Indemnification and Insurance**.

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

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

- (i) Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.
- (ii) Automobile bodily injury liability insurance of not less than \$500,000 each person; \$500,000 each occurrence.
- (iii) Statutory Workman's Compensation and employer's liability insurance.

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

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

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

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

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

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

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

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

8. Schedule.

A. Consultant will perform its professional services in a manner consistent with the standard of care stated in paragraph No. 2 above. Any schedule of performance Consultant

provides shall be consistent with said standard of care. Consultant shall not be held liable for failing to complete the Services in accordance with any such schedule, which delay arises from acts of God, war, fires, unusually severe weather, explosions; serious accidents; an act of government, strikes or labor troubles; delay in transportation; or due to any other cause to the extent it is beyond Consultant's reasonable control and not occasioned by Consultant's fault or negligence, provided the Borough is advised and Consultant takes steps to minimize the impact of such delays.

9. **Assignment.**

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

10. **Independent Status.**

A. Consultant shall serve as an independent contractor to the Borough and not as its agent or employee. It is understood that Consultant may retain subcontractors to perform Services usually performed by subcontractors. A list of such possible subcontractors shall be approved by the Borough. Should it be determined appropriate or necessary to rely on another subcontractor, Consultant shall obtain written consent from the Borough. The Borough shall assign a representative authorized to act on the Borough's behalf with respect to a project. The Borough or such authorized representative shall render decisions in a reasonably timely manner after alternative courses of action are presented in reasonable detail pertaining to Consultant's Services to avoid unreasonable delay in the orderly and sequential progress of Consultant's Services.

11. **Miscellaneous.**

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

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

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

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

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

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

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

12. **Termination.**

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

(1) Definitions.

- (a) Termination: To immediately discontinue rendering services hereunder.
- a. Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by the terminated party.
- (c) Convenience: At will of terminating party without fault of the terminated party, and without justification.

2. Right to Terminate.

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

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

3. Remedies upon Termination.

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

- (a) Fault of Consultant: If termination is caused by the fault of the Consultant, then:
 - (i) Subject to offset for costs incurred by the Borough to complete the scope of work as set forth in Section 3(a)(iii) below, including the costs of reasonable attorneys' fees and engineering fees, the Borough shall pay Consultant for all services and expenses rendered to the date of termination in accordance with compensation terms in the Agreement.
 - (ii) The Borough shall not pay anticipated profits or other penalties or damages.
 - (iii) Consultant shall pay the Borough all reasonable/necessary costs incurred by the Borough to complete Consultant's scope of work. Such costs may include the cost incurred by the Borough of employing another Consultant to complete such work, provided Consultant was given notice of any alleged fault and a reasonable opportunity to cure such alleged fault.
- (b) Fault of the Borough: If termination is caused by the fault of the Borough, then:
 - (i) The Borough shall pay Consultant for all authorized services and expenses rendered by Consultant to date of the termination.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.
- (c) Convenience of the Borough: In the event of termination for convenience by the Borough, then:
 - (i) The Borough shall pay Consultant for authorized services and expenses to date of termination, including the pro rata share of any fixed fee(s) to that date.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.

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

5. Notice Requirements.
 - (a) No termination for fault or convenience shall take place hereunder by either party, unless:
 - (i) An opportunity for consultation is afforded between the parties prior to sending the notice of termination; and
 - (ii) A notice of termination is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination, by certified mail, return receipt requested. The termination shall be effective upon receipt of the certified mail.

6. Obligations upon Termination.
 - (a) Upon receipt of a termination action for fault or convenience as set forth above, the Consultant shall:
 - i. Promptly discontinue all affected work (unless notice directs otherwise); and
 - ii. Deliver or otherwise make available to the Borough all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Consultant in performing this Agreement whether completed or in process and all digital documents need to be updated to their latest software revision.
 - iii. The Borough may take over the work and/or may award another party an Agreement to complete the work hereunder.
 - iv. Consultant shall be prohibited from disclosing any information pertaining to the Project, including, but not limited to the name of the Borough and the name of the Project, in Consultant's advertisement and/or public

relations materials without the prior written consent of the Borough.

13. **Applicable Law/Entire Agreement.**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary. This Agreement contains the entire agreement and understanding between the parties hereto and can only be amended by a writing signed by both the Borough and Consultant.

14. **Nondiscrimination.**

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

15. **Notices.**

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

If to Consultant: _____

If to the Borough: 401 E. Gay Street
West Chester, Pennsylvania 19380
Attn: Sean Metrick, Borough Manager

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

16. **Entire Agreement, Modifications, Headings, Severability.**

The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement. If any element of this Agreement is later held to violate the

law or a regulation, it shall be deemed void, and all remaining provisions shall continue in force. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

ATTEST:

BOROUGH OF WEST CHESTER

BY: _____

Sean Metrick, Borough Manager

CONSULTANT

Witness

By: _____



ROCKWELL ASSOCIATES

URBAN FORESTRY, NATURAL RESOURCE & LANDSCAPE CONSULTANTS

Consulting Arborist Services – Cost Structure West Chester Borough

610-731-7969

www.rockwellurbanforestry.com

John@Rockwellurbanforestry.com

Date: 5/12/25
To: West Chester Borough
From: John Hosbach, Jr., RCA
Re: Consulting Arborist Services
File: REQUEST FOR BID

Client Property	West Chester Borough
Client Class / Type	Municipality
Project	Tree Consulting
Client Contact	Don Edwards, Public Works Director West Chester Borough 401 East Gay Street West Chester, PA 19380

Overview

Rockwell Associates is pleased to submit this proposal for Arboricultural and Urban Forestry consulting to assist in providing strategic assistance to West Chester Borough. We are committed to improving the customer experience through sound practices, convenience, accuracy, support and superior communication.

Project Intent

To assist the West Chester Borough in the planning, management and sustainability of their municipal urban forest / landscape as it relates to the trees.



BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

Scope of Work

West Chester Borough is soliciting qualifications from consultants interested in performing arborist related services in the West Chester Borough. The services under consideration in this request for qualifications involve (but are not limited to):

- The Scope is not necessarily all-inclusive, and West Chester Borough may add any additional tasks or services related to tree management as necessary.
- Conduct inspections and site visits for review of existing trees. Report on tree conditions, both orally and in written form, and provide an accurate and detailed assessment of tree species, size, health, evaluation of root conditions, structure, risk factors and monetary value. Provide pest and disease diagnostics and provide protection strategies from the physical stresses of construction.
- Assist and advise the West Chester Borough on landscape plans as needed. Advise staff on all matters related to tree plantings, pruning and removals for all street trees and trees in public areas. Act in an advisory capacity to the West Chester Borough Commissions, Board of Commissioners and West Chester Borough staff.
- Provide training or written guidelines to borough staff regarding arboriculture best practices pertaining to the evaluation of diseased and hazardous trees, tree removals and pruning requirements. Work with West Chester Borough staff to evaluate impacts on trees in relation to new development. Assist West Chester Borough with other duties that may be requested, related to tree protection and management.

Attend monthly Shade Tree Commission Meetings Advise members of the STC in their review process.

- Work with the West Chester Borough staff liaison to the STC to review plans and prepare for public meetings.
- Conduct inspections and site visits for review of existing trees at the West Chester Borough request as needed and provide a report of each site visit.
- Assist with development and updates to the West Chester Borough ordinance related to tree protection.
- Respond to requests for service within 48 hours and to prepare routine reports and correspondence within the requested time.

Additional Proposed Services

- I. Tree inventories
- II. Second opinion
- III. Review developer plans
- IV. Community outreach
- V. Planting plans
- VI. Park risk reviews
- VII. Park tree management
- VIII. Woodland management
- IX. Report writing
- X. Specification writing
- XI. Tree preservation plans
- XII. Shade Tree Commission support
- XIII. BOC support
- XIV. Work remarkably close Partial with all Public Works members and directors
- XV. Support the engineering staff

Cost structure

Hourly Rate

- 1.) John Hosbach - ASCA Registered Consulting Arborists – \$160.00 per hour.
- 2.) Field Staff Arborist – Inspectors \$100.00 per hour.
- 3.) Travel time - \$25.00 per hour – if two hours are needed for review – no travel time will be invoiced.

Day Rate – Flat fee for large projects

- 1.) John Hosbach - ASCA Registered Consulting Arborists – \$1,100.00 per day (8 hours)
- 2.) Field Staff Arborist – Inspectors - \$800.00 per day (8 hours)
- 3.) No travel time for all work over two hours.

Payment Requirements

30 days from Invoice

In closing, we appreciate this opportunity to work with a very strategic and environmentally driven Borough.

Please call or write with any questions.



John Rockwell Hosbach Jr., RCA, Urban Forester | Principal



Notes



Borough of West Chester

401 East Gay Street, West Chester, Pennsylvania 19380

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

www.west-chester.com

Borough Council

Patrick McCoy, President

Nicole Scimone, Vice-President

Bernie Flynn

Lisa Dorsey

Brian McGinnis

Sheila Vaccaro

Bryan Travis

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

May 5, 2025

Request for Proposals For Certified Consulting Arborist

INTRODUCTION AND BACKGROUND

West Chester Borough, a Pennsylvania municipality located in Chester County, is requesting written proposals to serve as the Borough's Certified Consulting Arborist for an initial one-year term beginning August 1, 2025 and ending July 31, 2026, with a one-year renewal option at the end of the initial term.

The selected Arborist will be required to enter into an agreement pursuant to the terms of this Request for Proposal.

Proposals shall include qualifications and background of the key personnel, relevant experience, and three to five references from similar consulting experiences as required in the RFP, along with other required documents.

Interviews on the Proposals may be necessary. In that event, selected proposals will be notified, with at least five days advance notice, of the date, time and location of the interviews.

SUBMISSION REQUIREMENTS

One electronic copy and three (3) paper copies of the proposal shall be submitted by 12:00 P.M. on May 29, 2025 to:

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

Proposals may be hand delivered, delivered by U. S. Postal Service, or by private

carrier/courier. Proposals that are faxed will not be accepted. Proposals submitted or received after the deadline or proposals that are non-responsive to the requirements of this RFP will not be considered.

SCOPE OF WORK

The Consultant is expected, at a minimum, to complete the Scope of Work which follows. The Scope is not necessarily all-inclusive and the Borough may add any additional tasks or services related to tree management as needed.

1. Assess existing street and park trees as needed and provide recommendations. Provide Tree Risk Assessment Reporting as defined by *the International Society of Arboriculture's Best Management Practice in Tree Risk Assessment*.
2. Recommend tree condemnations to Tree Commission.
3. Inspect trimming and removal of street and park trees when requested.
4. Recommend a Spring and Fall tree planting plan including tree locations and species.
5. Recommend preventative maintenance and treatment to maximize the health of street and park trees.
6. Assist with bidding document preparation for the Borough's annual tree maintenance contract.
7. Assist with the bidding document preparation for the Borough's annual tree planting contract.
8. Maintain current digital tree inventory and maintenance records.
9. Provide legislative and administrative recommendations to realize goals and purposes of Chapter 102-1 of the West Chester Borough Tree ordinance.
10. Provide recommendations on tree service permit application.
11. Assist with Heritage Tree Program.
12. Prepare and submit an annual tree budget to the Tree Commission.
13. Coordinate with volunteer organizations to assist in urban advocacy and volunteer labor projects.

The preceding work activities shall be authorized as needed by the Borough Public Works Director.

Arborist shall attend all Tree Commission meetings to advise on tree matters.

QUALIFICATIONS

The qualifications of the Arborist shall include:

1. Certification from the International Society of Arboriculture and adherence to the ISA Code of Ethics.
2. Minimum 5 years of experience in a similar role and level of responsibility required by the Borough.
3. A thorough technical understanding of:
 - a. ANSI Z133 tree Safety Standards and ANSI A300 Tree Care Standards and Regulations as such standards are amended from time to time.
 - b. PA DOT requirements and guidelines for work in roads of state jurisdiction.
 - c. identification including common and botanical names.

- d. native trees to Southeast Pennsylvania.
- e. tree physiology including the function and parts of trees and their interrelationships.
- f. proper tree planting procedures and theories.
- g. growing conditions in urban areas and strategies to address these challenges.
- h. soil characteristics, including factors such as fertilizer, lime, soil components, pH and soil organisms that affect the health of trees.
- i. general tree maintenance, including insect and disease identification and both chemical and non-chemical control.
- j. structured repairs, such as cabling, bracing, bark tracing, root aeration, drainage and grade changes and construction damages.
- k. proper pruning methods and theories.
- l. root protection zones.
- m. Working knowledge of municipal policies, operation, procedures, ordinances, and functions.
- n. Has effective communication skills, both written and oral, with staff, governmental officials, and members of the public.
- o. Ability to prepare routine reports and correspondence with a maximum of forty-eight (48)-hour turn-around period.
- p. Ability to read and interpret technical documents, regulations, procedure manuals, and plans.

PROPOSAL CONTENT

The following is the minimum content required for response to this RFP. The precise format for the proposal is up to the responding Consultant. Brevity is encouraged.

Scope of Work

This shall demonstrate the approach the Consultant intends to take in performance of the tasks outlined in the 'Scope of Work' section of this RFP. Any adjustments or additions proposed to the Scope of Work should be fully explained and justified.

Consultant Qualifications

The qualifications of the Consultant/Consultant Team should be documented in narrative form. Résumés (two-page maximum length) shall be included for the professional expected to serve as the Consulting Arborist. At least three (3) references, two (2) of which must have knowledge of the Consultant's work as an arborist in a municipality, must also be included.

Cost Proposal

A cost proposal for the hourly rate of the Consultant to render the list of services identified in the Scope of Work in addition to any retainer fees that may be required. Travel costs from the Consultant location to the Borough should not be charged. In addition, provide a cost proposal for a one-year renewal at the end of the initial term of one year.

Proof of Insurance

The Consultant is required to secure and maintain Workers' Compensation Insurance and General Liability Insurance to protect themselves, their Employees and agents from claims for bodily injury, death or property damage, which may arise from the performance of services rendered. The limits of said Liability Insurance shall not be less than \$1,000,000 per occurrence, and \$2,000,000 excess liability coverage. The Consultant is also required to provide and maintain Professional Liability (Errors & Omissions) Insurance for claims that arise from any

negligent performance of the Consultant for services rendered. The limits of the Consultant's Professional Liability insurance shall be at least \$2,000,000 per claim. The proof of insurance must be included in the proposal, shall be kept current and up-to-date, and shall not expire without at least 30-day written notice of such expiration or cancellation being provided to the Borough.

The Borough reserves the right to waive any inconsistencies in any proposal and reserves the right to reject all proposals at the Borough's sole discretion.

QUESTIONS

All questions concerning this RFP shall be directed to Don Edwards at dedwards@westchester.com no later than Noon, the day before the proposal due date.

URBAN FORESTRY & ARBORICULTURE CONSULTING



ROCKWELL
ASSOCIATES

URBAN FORESTRY, NATURAL RESOURCE & LANDSCAPE CONSULTANTS

**HELPING CLIENTS MAKE
SOUND DECISIONS ABOUT
THEIR TREES SINCE 1995**

CONTACT

P.O. Box 542
Ridley Park, PA 19078

www.rockwellurbanforestry.com
john@rockwellurbanforestry.com

(Office) 610.521.0108
(Mobile) 610.731.7969



CONTENTS

- COMPANY PROFILE
- JOHN ROCKWELL HOSBACH, JR. CV

- **COMPANY PROFILE**
- JOHN ROCKWELL HOSBACH, JR.



COMPANY PROFILE

Our Firm

Rockwell Associates provides the industry experience, commitment and proven results your project needs to help see it through completion. A multi-disciplined Arboricultural and Landscape Consulting firm, we provide innovative solutions for the proactive and forensic support you need to accomplish your project on time and within budget.

Having advised a diverse clientele in Arboricultural, Landscape and Litigation projects, Rockwell Associates has extensive, hands-on experience supporting a multitude of projects throughout the country.

Serving a wide range of projects, we blend diverse expertise with keen foresight to facilitate projects. Whether you're a Community Association, Condo Association, Residential Dwelling, Developer, Contractor, Attorney or other professional, we can assist you in achieving project success.

As Arboricultural and Landscape Consultants, we offer the expertise and guidance required to assist all professionals working within the industry. From Conceptualization to Project Close, Rockwell Associates rely on their diverse backgrounds and practical experience to provide proactive and forensic project support.



Our Services

- Urban Forestry
- Tree Inventories
- Tree and Landscape Planning
- Risk Management
- Casualty Appraisals
- Tree Preservation and Retention
- Insect and Disease Diagnosis
- Tree Hazard Assessment
- Landscape and Tree Monitoring
- Report Writing
- Pruning Specifications
- Landscape and Tree Company Supervision
- Cost Estimating
- Claims Preparation and Evaluations
- Litigation Support
- Expert Witness Testimony
- Landscape Architecture
- Wetland Mitigation

CLIENTS

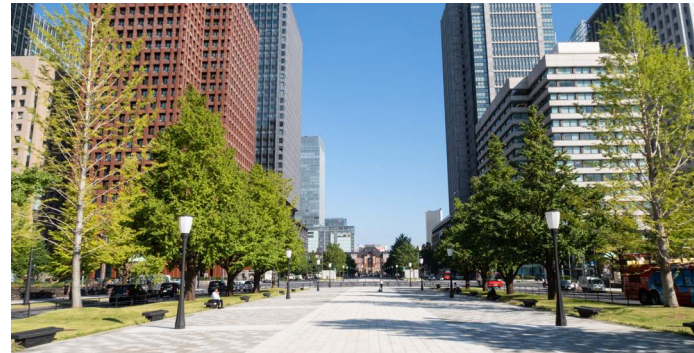
Homeowners

As a homeowner, one of the greatest assets on your property are the trees. They aid to create an aesthetically pleasing environment, provide shade, offer screening and privacy, and enhance the overall landscape on your property. It is imperative that the homeowner maintains the trees properly, for their own benefit and for the adjacent neighbors. There are many problems that can occur in trees that are not completely visible. As a Registered Consulting Arborist and a Certified Arborist, the Rockwell Associates team will thoroughly inspect the trees on your site, provide the current condition of all trees and offer proper recommendations.



Commercial

Commercial businesses have many tasks to contend with on a daily basis one of which is Landscaping and Tree Care/Maintenance. Business owners and managers must also be aware of any objects on their property that could potentially cause a liability issue. Rockwell Associates will visit your site, inspect the trees and landscape items, and deliver recommendations to reduce your liability.



Attorneys

Rockwell Associates provides assistance for Attorneys as well as homeowners and businesses requiring legal testimony or litigation. Attorneys require written documentation from consulting arborists in resolving many different types of tree-related cases. Some of these include wrongful removal, tree failure causing personal injury, neighbor disagreements, and trespassing.



Schools & Universities

It is very important for schools and churches to maintain the trees on their property as they are heavily populated with people. Rockwell Associates will help you determine which trees, if any, are at risk and propose proper recommendations. A complete tree inventory will be conducted which includes current trees and their condition, recommendations, and insect and disease management. Rockwell Associates can also aid in the development of contracts for grounds maintenance ensuring that the contracts include the necessary tasks as they pertain to your site.



Municipalities & Parks

Municipalities and Parks require continual care and monitoring. City and Borough Supervisors, Maintenance crews and Shade Tree Commissions must possess proper knowledge and training to create a safe environment for the population. Rockwell Associates will aid the managers and supervisors in maintaining all public areas. When planning and executing construction projects, Rockwell Associates will assist in the planning process to determine proper tree preservation and new tree installations.



Insurance

Rockwell Associates will perform a complete appraisal and risk assessment of the trees in your landscape as they provide the largest asset to your property. When damage occurs from a tree limb falling or problems with the roots, Rockwell Associates will determine the correct cause for the failure. On the flip side, when damage is caused to a tree due to vandalism or an automobile accident, Rockwell Associates will evaluate the situation and report the appraisal cost to replace the tree.



- COMPANY PROFILE
- JOHN ROCKWELL HOSBACH, JR.



JOHN ROCKWELL HOSBACH, JR.

Professional Summary

John Rockwell Hosbach, Jr., is a registered consulting arborist, a certified arborist, and a landscape consultant who has worked in the field of arboriculture since 1995. John's expertise comprises the following specialties:

- Tree inspections and tree risk assessment: second opinions and assistance to clients in managing their trees
- Forensic arboriculture: expert witness testimony, liability assessment, and risk tree assessment
- Tree evaluation: appraisal of tree value and damage assessment, diagnosis and corrective measures, and tree root/soil/hardscape interactions
- Tree management: tree inventories, tree preservation/maintenance program development and implementation, work safety analysis, landscape design analysis, tree selection, and performance standards
- Client relations: consultation, representation, and support
- Homeowner/townhome/condo associations: management, inventory, and budget assistance



John is a Registered Consulting Arborist with the American Society of Consulting Arborists, a Certified Arborist with the Pennsylvania-Delaware and New Jersey chapters of the International Society of Arboriculture, and a member of the Society of American Foresters. John also serves as the Consulting Arborist for East Bradford Township, the Radnor Township Shade Tree Commission, and Whitemarsh Township, all in Pennsylvania. He is a member of the Ridley Park [PA] Borough Shade Tree Commission.

John is a certified expert witness in eight states: Pennsylvania, Alabama, Colorado, Florida, Maryland, New Jersey, New York, and West Virginia. He has given presentations on tree safety, tree planting, risk assessment, and tree management budgeting.

His clients include landscape architects, landscape contractors, developers, builders, municipalities, golf course managers, homeowner associations and private homeowners, insurance companies, commercial property owners and managers, and attorneys.

JOHN ROCKWELL HOSBACH, JR.

Professional Experience

**President/Owner, Rockwell Associates, Ridley Park, PA
2007 - Present**

Arboricultural Consultant Services

Tree Inventories, Urban Forestry, Woodlot Management, Wildlife Management, Diagnosis of Tree and Landscape Problems, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, Insect and Disease Identification, Tree Protection and Management for Construction, Tree Care and Management Programs, Plant Inventories, and Arboricultural Training and Seminars.

Vice President, Shearon Environmental Design, Plymouth Meeting, PA | 1999 - 2007

Management Responsibilities

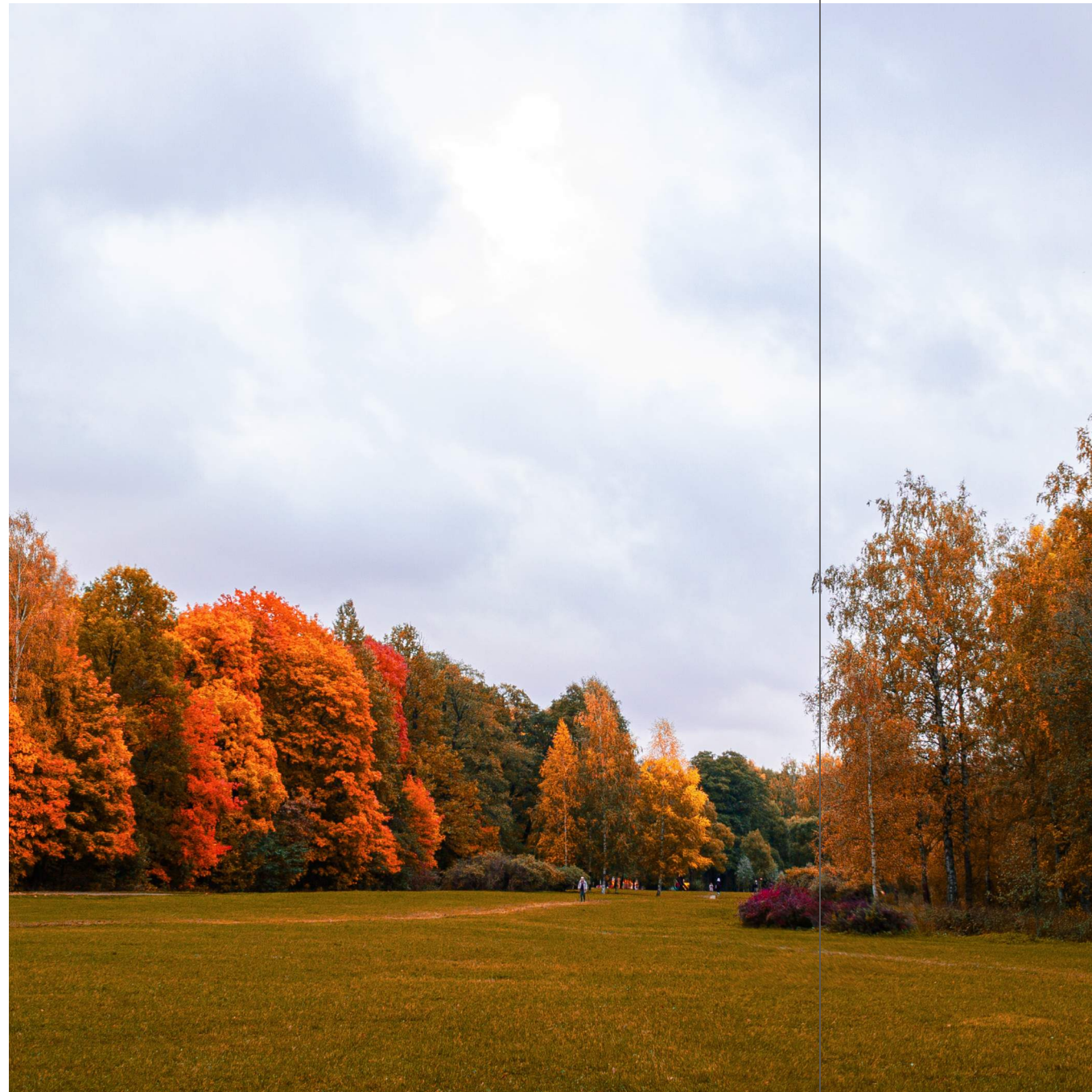
- Responsible for team of 20 employees, sales, and client consultations.

Arboricultural Responsibilities

- Tree Inventories, Urban Forestry, Woodlot Management, Tree and Landscape Diagnosis, Hazardous Tree and Risk Assessment, Expert Witness Testimony, Forensic Investigation, Litigation and Insurance Support, Tree and Landscape Appraisal, and Insect and Disease Identification.

Education

Paul Smiths College, Paul Smiths, NY. Urban Forestry/Management | 1995



Training Seminars & Workshops

- Diagnosis and Identification of Plant Diseases, Morris Arboretum, Philadelphia, PA ————— **3.21.19**
- How to Be an Effective Expert Witness, SEAK, Chicago, IL ————— **Spring 2017**
- Workshops on tree safety, tree planting, risk assessment, and tree management budgeting for property managers, CAMCO management, and Mid-Atlantic management (presented) ————— **2012 - 2016**
- Understanding Tree Appraisal Problems, Morris Arboretum, Philadelphia, PA, Scott Cullen (attended) ————— **11.12.15**
- Tree-Risk Assessment: An Introduction to the ISA BMP Risk Assessment Process, Penn-Del Chapter of ISA Annual Symposium, Dr. Bruce Fraedrich (attended) ————— **2.3.14**
- Wildlife Protection (involving trees) Training Class, ASCA Conference, Palm Springs, CA (attended) ————— **2014**
- Writing Structural Pruning Specs, ASCA Conference, Palm Springs, CA (attended) ————— **2014**
- The Impact of Urban Trees: Applying the Nuances of Research, ASCA Conference, Palm Springs, CA (attended) ————— **2014**
- Tree Risk Assessment-Incorporating the New BMP into Your Practice, ASCA Conference, San Diego, CA, Nelda Matheny (Hort Science) and Tom Smiley (Bartlett Tree Research Labs) (attended) ————— **11.28.12**
- Tree Risk Assessment in Urban Areas and the Urban/Rural Interface, Morris Arboretum, Philadelphia, PA, Jim Flott, Pacific Northwest Chapter of ISA (attended) ————— **10.12 - 10.13.10**
- Advanced Tree Appraisal Course, Morris Arboretum, Philadelphia, PA (attended) ————— **6.10 - 6.11.04**
- Trees, People and the Law Workshop (National Arbor Day Foundation), Nebraska City, NE, Merullo, Frank, Stewart, Boyce, et al. (attended) ————— **9.28.99**
- Visual Tree Assessment and the Body Language of Trees, Philadelphia, PA, Mattheck (attended) ————— **6.7 - 6.8.99**

Professional Training

- Tree and Plant Appraisal Qualification Training (TPAQ), Morris Arboretum, Philadelphia, PA ————— **2019**
- Tree Risk Assessment Qualification (TRAQ) course and exam, qualified ————— **2017**
- American Society of Consulting Arborists (ASCA) Consulting Academy, graduate ————— **2006**
- Dale Carnegie Management School ————— **2004**
- Continuing Education, 600 credits

JOHN ROCKWELL HOSBACH, JR.



Registrations & Certifications

American Society of Consulting Arborists (ASCA)

- Registered Consulting Arborist #483, 2009
- Board of Directors, 2014-2016
- Qualified Tree and Plant Appraiser

International Society of Arboriculture (ISA)

- ISA Certified Arborist PD-0372, 1997
- ISA Tree Risk Assessment Qualified
- Pennsylvania-Delaware Chapter of the International Society of Arboriculture Board of Directors

Professional Affiliations

- International Society of Arboriculture (ISA)
- Pennsylvania-Delaware Chapter of ISA
- New Jersey Chapter of ISA
- Society of American Foresters, Member
- American Tree Farm System, Member
- Community Association Institute (CAI), Pennsylvania/Delaware Valley Chapter, Member
- Member - ACF Association of Consulting Foresters



ROCKWELL ASSOCIATES

URBAN FORESTRY, NATURAL RESOURCE & LANDSCAPE CONSULTANTS

CONTACT

P.O. Box 542
Ridley Park, PA 19078

www.rockwellurbanforestry.com
john@rockwellurbanforestry.com

(Office) 610.521.0108
(Mobile) 610.731.7969



May 14th, 2025

The Borough of West Chester
Attn: Don Edwards
Public Works Director

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

RE: Registered Consulting Arborist | Urban Forestry Services

Dear Mr. Edwards:

I am submitting this proposal in response to your need for continuing Arborist Consultant Services. My organization Morris Arboretum Urban Forest Consulting is a professional urban forestry and arboricultural consulting nonprofit with an unparalleled approach to providing progressive and tech forward solutions to municipalities and other landholders for the management of their urban forests and green spaces. Unique in this region, our services entail a combination of decades of urban forest experience with modern GIS technologies. Quantifying urban forest assets for risk management, eco benefit calculations and long-term planning utilizing a Geodesign approach is our method for helping communities make informed decisions in an ever-changing environment.

Please find an overview of our procedural process and a summary of our qualifications enclosed. Feel free to reach out at any time for additional information on 610 350 7000.

Sincerely, *Michael B. Dunn*

Michael B. Dunn, RCA, BCMA
ASCA Registered Consulting Arborist #711
ISA Board Certified Master Arborist PD 1829 BM
ISA Certified Arborist Municipal Specialist
ISA Tree Risk Assessment Qualification
ASCA Qualified Tree and Plant Appraiser



Overview

It is the intent of Morris Arboretum Urban Forestry Consulting to work directly with the Borough of West Chester to ensure professional management of their urban forest assets. It is understood that trees are a great infrastructure improvement for the urban community. Not only do they provide aesthetic value, but they also provide great ecological and economic value. In the 21st century the quantification of their economic and ecological value cannot be underestimated. Trees are a vital urban infrastructure. They cool the urban heat island, sequester carbon, block winter winds, manage storm water and provide increased property values. In fact, trees are the only urban infrastructure that improves in value over time. However, as they age, they can become a liability. Managing the threshold of their asset versus liability is where professional consulting arborists and urban foresters are needed.

Scope of Work

Assess | Analyze | Act

The Morris Arboretum Urban Forestry Team utilizes modern technology backed by decades of field experience in the forestry industries to assess current conditions and analyze the data which allows shareholders the ability to make informed decisions for meaningful action. Through the past forty years we have dedicated ourselves to the City of Philadelphia, the University of Pennsylvania, and the region at large. It is our intent to adhere to the following scope and beyond.

1. Assess existing street and park trees as needed and provide recommendations. Provide Tree Risk Assessment Reporting as defined by *the International Society of Arboriculture's Best Management Practice in Tree Risk Assessment*.
2. Recommend tree condemnations to Tree Commission.
3. Inspect pruning and removal of street and park trees when requested.
4. Recommend a Spring and Fall tree planting plan including tree locations and species.
5. Recommend preventative maintenance and treatment to maximize the health of street and park trees.
6. Assist with bidding document preparation for the Borough's annual tree maintenance contract.
7. Assist with the bidding document preparation for the Borough's annual tree planting contract.
8. Maintain current digital tree inventory and maintenance records.
9. Provide legislative and administrative recommendations to realize goals and purposes of Chapter 102-1 of the West Chester Borough Tree ordinance.
10. Provide recommendations on tree service permit application.
11. Assist with Heritage Tree Program.
12. Prepare and submit an annual tree budget to the Tree Commission.
13. Coordinate with volunteer organizations to assist in urban advocacy and volunteer labor.

Consultant Qualifications

Michael Dunn is an innovative Urban Forest Manager and Consulting Arborist with a passion for progressive problem-solving environmental issues and a vision for a sustainable future in the designed urban environment. He is eager to collaborate with community and borough planners and stakeholders to manage and optimize the urban forest infrastructure as a shared asset. Michael is able to quantify and incorporate the current and future tree canopy into long term strategic decision making. He is an experienced leader posed to drive positive and productive community outreach and communications.

Most Recent Relevant Projects

Consulting Municipal Arborist, Borough of Phoenixville, 2021-Present

Brandywine Urban Forest performed a complete Level II Inventory of all public trees and provided a working database for the management of those assets that are utilized by Public Works Staff, residents, and the team at Brandywine. Since the initial inventory we have provided ongoing consulting for tree management and assessments in an ever-changing dynamic environment.

- <https://phoenixvilleurbanforest-bufc.hub.arcgis.com/>

Tree Inventory and Management Plan for Bartram's Garden's, 2023

Brandywine Urban Forest developed a complete inventory and management program for the historic Bartram's Garden. Bartram's Garden was the personal residence of John Bartram an early American botanist and serves as his living legacy to this day through a unique plant collection and through public outreach and education in the urban environment.

- <https://bartrams-garden-bufc.hub.arcgis.com/>

Tree Inventory and Management Plan for The Philadelphia Zoo, 2022/2023

As Philadelphia Zoo reinvents itself for the modern era, the acknowledgement of its roots as a botanical center has recently come to the surface. Brandywine Urban Forest was hired to quantify these tree assets and to create a management plan to steward this resource into the future.

- <https://the-philadelphia-zoo-bufc.hub.arcgis.com/>

Swarthmore College Tree Protection during construction and Heritage Tree Assessments 2023-Present

Provided Heritage Tree consulting inventory and assessments for ongoing construction projects. Worked alongside University and Arboretum staff to ensure compliance to ANSI A 300 and local tree protection standards. Developed a strategy to assess and prescribe proactive work to current tree assets on campus and the arboretum.

Tree Inventory and Management Plan, Kendal Crossland's Arboretum, 2020-Present

Oversaw complete tree inventory and development of five-year management program. Coordinated with nonprofit and management staffers to deliver high quality data using a proprietary cloud-based program.

- <https://kendal-crosslands-arboretum-bufc.hub.arcgis.com/>

Staff Qualifications

Michael B. Dunn RCA | BCMA

Principal Consultant | Primary Point of Contact

610 350 7000 | mikedunn@upenn.edu

- B.S Geoenvironmental Science, Shippensburg University
- ISA Board Certified Master Arborist, PD-1829BM
- ASCA Registered Consulting Arborist, RCA #711
- ISA Certified Arborist Municipal Specialist
- ISA Tree Risk Assessment Qualified(TRAQ)
- ASCA Tree and Plant Appraisal Qualification
- 25 years of field experience

Andrew Conboy

Field Consultant I (Project Manager)

- B.S Environmental Science, Chestnut Hill College
- M.S Biology, Lehigh University
- ISA Certified Arborist, PD-2966A
- Morris Arboretum, Urban Forestry Fellow
- 5 years of field experience

Scott Todd

Field Consultant I (Project Manager)

Landscape Architect

satodd@upenn.edu

- B.L.A Landscape Architecture, Utah State University
- M.S Geography and Planning, Temple University
- 30 years of field experience

Peter Fixler

Field Consultant I (Project Manager)

peterfix@upenn.edu

- ISA Certified Arborist
- B.S Biology, Coastal Carolina University
- 20 of field experience

Andrew Hawkes

Field Consultant II

- ISA Certified Arborist
- 25 years of field experience

Ayla Schultz

Field Consultant II/Urban Forestry Fellow

- B.A Design, Swarthmore College

References

Jean Krack, Borough Manager, Borough of Phoenixville

610 933-8801 | ejkrack@phoenixville.org

Jerry R. Schrack Jr, Assistant Director of Horticulture and Grounds Swarthmore College

610-328-7839 | jschrac1@swarthmore.edu

Michael Green, Public Works Director Borough of Media

484 844 1878 | mgreen@mediaborough.com

Cost Proposal

Rates are set for a two-year period from the initial contract.

Principal Consultant.....\$140/Hour

The Principal Consultant will be the main point of contact for the project and be responsible for planning, assessment, and reporting to shareholders.

Landscape Architect..... \$115/Hour

The LA will serve as an additional project manager, assist with land development planning, assist with database management and construction documentation.

Field Consultant I/II.....\$105/Hour

The Field Consultant I will be available project management, administrative GIS, and data collection for non-risk related items.

Field Consultant II.....\$95/Hour

The Field Consultant II will be available for light duty tasks, marking tree planting locations, performing minor corrective tree maintenance tasks, administrative GIS, and data collection for non-risk related items



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/21/2024

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

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

PRODUCER Marsh USA LLC 30 South 17th Street Philadelphia, PA 19103 Attn: PHILADELPHIA.CERTS@MARSH.COM CN102986667-STND-GAUP-24-25	CONTACT NAME: PHONE (A/C, No. Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Pinnacle Consortium of Higher Ed VT RRRG		11980
INSURER B: N/A		N/A
INSURER C: N/A		N/A
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** CLE-007229126-03 **REVISION NUMBER:** 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PCHE2024-09	07/01/2024	07/01/2025	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 5,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY			PCHE2024-09	07/01/2024	07/01/2025	EACH CLAIM \$ 5,000,000 AGGREGATE \$ 5,000,000

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

CERTIFICATE HOLDER

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CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Marsh USA LLC</i>

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