



Borough Council Meeting Voting Session
August 20, 2025 @ 6:30 PM
This meeting is recorded for public record.

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

Mayor: Lillian L. DeBaptiste

Borough Manager: Sean Metrick

Borough Council Meeting:

I. Public Hearing:

An Ordinance of the Borough of West Chester, Chester County, Pennsylvania, amending the code of the Borough of West Chester, Chapter 37, Animals to add a new article VII to be entitled “sale of dogs, cats and rabbits” to provide for regulations and restrictions upon the sale of dogs, cats and rabbits within the Borough and to renumber the current article VII. Violations. to be article VIII continuing to provide for the same violation and penalty provisions.

II. BOROUGH COUNCIL MEETING:

III. Call to Order:

IV. Pledge of Allegiance

V. Announcements

- A. Announce the Borough of West Chester Administrative Offices will be closed for Labor Day, September 1, 2025
- B. Special Meeting of Borough Council on August 28, 2025 at 6:30 PM to consider awarding a bid for the Gay Street Closure project

VI. Comments

Comments, suggestions, petitions by residents in attendance regarding items that are not on the agenda. Please be advised that all public comment has a 5-minute time limit.

VII. Comments by the Borough Council and the Mayor

VIII. Reports/Presentations

IX. New Business

X. Old Business - Discussion

- A. Motion to approve engagement letter with Cohen Law Group for Comcast franchise renewal. *(attachment)*
Issue: Review renewal and approve the engagement letter
- B. Discuss revising the Borough of West Chester public speaking comments policy, the verbiage on the agenda, and the time limit for public comment

XI. Old Business - Consent

- A. Motion to appoint Ramsey Reiner to Assistant Borough Manager
- B. Motion to direct the Solicitor to draft an amendment to Chapter 3-38 (T) *Community Campus Committee* *(attachment)*
Issue: clarify mission and membership changes, add tagline "West Chester Together"
- C. Motion to approve the Memorandum of Understanding between the Borough of West Chester and Pennsylvania Solar Center *(attachments)*
Issue: To collaborate on technical assistance to explore solar use at 401 East Gay Street
- D. Motion to appoint Borough Manager as a voting delegate; and, appoint Bryan Travis as alternate delegate to serve on the Resolutions Committee Meeting and Annual Business Meeting- Pennsylvania Municipal League. *(attachment)*
Issue: Confirm appointment of Borough Manager; and, appoint an alternate delegate
- E. Motion to approve Johnson Controls Service Contract *(attachment)*
Issue: Add Bicentennial Garage to current Johnson Controls Service Contract for fire safety systems.
- F. Motion to approve sale of excess meters on Municibid
Issue: Post excess meters and accessories that have been removed from town for sale on Municibid.
- G. Motion to approve the recommendation from the Tree Commission for Rockwell Associates as the Borough's new consulting arborist starting mid-September 2025. *(attachments)*
Issue: discuss hiring consulting arborist for the Borough's tree program
- H. Motion to approve writing off internal due to/due from account balances in Fund 07 *(attachment)*
Issue: Fund 07 is no longer an active fund and liabilities due to other funds need to be extinguished.
- I. Motion to issue a request for proposals for pension plan actuarial services.
Issue: The Pension Plan Committee recommends a review of plan actuarial services.

- J. Motion to approve 2025 West Chester Preservation Awards Sponsorship in the amount of \$900 (attachment)

Issue: Approve annual sponsorship

- K. Motion to approve purchasing requests (attachment):

1. 10-8 Emergency Vehicle Services for \$11,293.36
2. Johnson Controls for \$16,250.00
3. Cumberland Marine Repair LLC for \$21,299.00
4. Friends of Marshall Square Park for \$16,385.00
5. Petroleum Traders for \$41,974.40
6. USALOC for \$12,835.20
7. Signal Service for \$16,930.00
8. Watchkeep for \$24,258.54
9. Great Lakes Recreation - DBA Boyce Recreation for \$65,386.00
10. Fire Department purchase of an ATV (Costars certified - total vendors combination \$71,064.99)

Issue: Review and recommend the approval of qualifying purchase orders

- L. Motion to amend PO# 5280 for an additional \$24k for soft dig utility locating for the Maple Alley sanitary sewer upgrade project. (attachment)

Issue: Approve an amendment to purchase order for a soft dig test pit work and confirmation of utility conflicts

- M. Motion to approve Domestic Violence Center of Chester County Purple Ribbon Campaign (attachment)

Issue: Seeking permission to hang purple ribbons along Gay and Market Streets for Domestic Violence Awareness Month in October 2025

- N. Motion to approve special events application (attachment)

1. West Chester Library Book Sale - October 4, 2025

Issue: Review and approve special events applications

- O. Motion to approve Public Arts Commission endorsement of Safe Harbor of Chester County -20 N. Matlack St (attachment)

Issue: review proposed new mural

- P. Motion to approve HARB applications (attachment)

Issue: Consider a Motion to approve the July HARB Certificate of Appropriateness

1. 2025-20: 233 W. Gay St-Revised exterior HVAC equipment
2. 2025-22: 18 W. Market St-Signs
3. 2025-23: 133 W. Market St-Exterior renovation & sign
4. 2025-24: 301 W. Market St-Signs
5. 2025-25: 20 W. Market St-Door & window replacement

- Q. Motion to schedule a Public hearing to amend Chapter 66 to change penalties for disruptive conduct notices

Issue: Review draft amendment and consider scheduling a Public Hearing

- R. Motion to appoint Borough Historic Architect. (attachment)

Link to Website: <https://www.patterhn-ives.com/>

Issue: Appoint Patterhn Ives, LLC as Historic Architect for the Borough.

- S. Motion to approve the July 15 and July 16, 2025 Borough Council Meeting Minutes

- T. Motion to approve purchase order for Altitude Hobbies, replacement of unmanned aerial systems (drones)

Issue: The Vendor, Adorama is no longer able to fulfill our order. This PO is to request a change of vendor for this purchase. Price of purchase is identical at \$21,136.35

- U. Motion to approve the rehire of former West Chester Borough Police Officer

- V. Motion to approve the Memorandum of Understanding between the Borough and the West Chester Chamber of Commerce

Issue: Memorialize police services fees and term of agreement

XII. Other Business

XIII. 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.



PROPOSAL TO PERFORM
COMCAST CABLE FRANCHISE RENEWAL SERVICES

submitted to the
CHESTER COUNTY CABLE CONSORTIUM

by the
COHEN LAW GROUP

413 South Main Street
Pittsburgh, PA 15215

www.cohenlawgroup.org

(412) 447-0130

APRIL 21, 2025

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I. INTRODUCTION

The Cohen Law Group (“CLG”) welcomes this opportunity to submit a proposal for legal services to assist the participating municipalities of Chester County (“Chester County Consortium” or “Consortium”) in a franchise fee audit and cable franchise renewal negotiations with Comcast of Southeast Pennsylvania LLC (“Comcast”). Based on our records and communications with municipalities in the Consortium, we believe that at least twelve (12) municipalities are eligible for franchise renewal with Comcast.¹ Managers of several of these municipalities have advised us that they are interested in joining together for this project.

The cable franchise agreements for these municipalities are all set to expire within the next 1-3 years. As such, now is the time to begin the franchise renewal process. Franchise renewal is the best opportunity for municipalities to obtain benefits and to assert their legal rights with their cable operator. In addition, a multi-municipal negotiation increases each municipality’s negotiating leverage and, as detailed in Section V below, reduces its attorneys’ fees. Our law firm is currently privileged to represent nearly all of these municipalities in the franchise renewal project with Verizon. We would welcome the opportunity to represent the eligible municipalities of the Consortium again in the upcoming franchise renewal negotiations with Comcast.

There have been dramatic changes in video technology since the inception of the Consortium’s current franchise agreements, including the enhancement of digital technology,

¹ We reviewed Comcast agreements in our possession and sought Comcast agreements not in our possession for 35 municipalities in the Consortium. Our firm assisted 6 of these in a joint Comcast renewal in 2022-23 and we were unable to obtain the Comcast agreements from 7 municipalities. Comcast also declined to provide these agreements.

Of the remaining 22, it appears that at least the following 12 municipalities are eligible for renewal: Birmingham Township, East Bradford Township, East Coventry Township, East Pikeland Township, East Whiteland Township, Modena Borough, Uwchlan Township, Valley Township, West Bradford Township, West Caln Township, West Pikeland Township and West Vincent Township. There also may be other municipalities that are eligible of which we are not aware.

increased high definition (HD) format, expansion of video-on-demand, and, most important, the emergence of internet-based programming (also referred to as video streaming). There have also been major changes in the franchise operations of Comcast as well as the federal regulations applicable to cable franchising. The most consequential regulatory development was the Federal Communications Commission's ("FCC's") 2019 Third Report and Order (and the related 2021 Court of Appeals decision), which made fundamental changes to cable franchising.

As described in this proposal, we recommend that the municipalities: 1) perform a franchise fee audit to ensure that each municipality has received all the franchise fee revenue to which it is entitled; and 2) negotiate a new franchise agreement with Comcast that addresses the changes since the last franchise and secures new financial and legal benefits for the municipalities.

CLG is uniquely qualified to represent the Chester County Consortium in cable franchise renewal negotiations. For over 27 years, our firm has specialized in cable franchise matters on behalf of local governments, and our attorneys have negotiated more franchise agreements than any other law firm in Pennsylvania and surrounding states. We have represented over 500 municipalities in six states in negotiations with their cable companies. With respect to Comcast, our firm has negotiated more agreements with this cable operator than any other. We know Comcast's negotiators and we know the company's current franchise policies.

The principal of the firm is Dan Cohen. He has assisted local governments in cable, wireless, and broadband issues for over 27 years. He served as Board Member (2017-21) and as Co-Chair of the Legal Committee (2021-22) of the National Association of Telecommunications Officers and Advisors ("NATOA"), which is the national organization that advocates for local governments in these fields. Mr. Cohen was recently named as a 2025 Best Lawyer in Government Relations for his work in representing local governments in telecommunications matters.

Mr. Cohen is especially qualified to represent municipalities because he was a municipal official himself. As a member of the Pittsburgh City Council for 12 years prior to founding CLG, he understands the practical needs and financial constraints facing municipalities. In addition, the CLG includes a strong team that includes attorney Phil Fraga, attorney Stacy Browdie, attorney Mike Roberts and Office Manager Victoria Novak.

II. POTENTIAL FRANCHISE BENEFITS

There are significant benefits available to municipalities in a cable franchise renewal agreement. The key to receiving these benefits is to know the law and regulations relating to each benefit and to negotiate firmly to obtain them from the cable operator. The following is a list of some of the more important potential benefits:

- 1. Franchise Fee Revenue.** Under federal law, municipalities may assess a franchise fee of up to five percent (5%) of the cable company's "gross revenues" for cable services derived from the municipality. The central subject of negotiation with the cable operator is the specific revenue sources to be included in the definition of "gross revenues." CLG has developed a comprehensive list that now includes 27 cable operator revenue sources to which municipalities may apply the franchise fee. **This list includes several revenue sources that Comcast currently charges but are not in the municipalities' current agreements. The inclusion of these new revenue sources will increase their franchise fee revenue.**² Please

² Note that the decrease or increase in the number of cable subscribers in each municipality will also impact franchise fee revenues.

note that franchise fees are passed through to cable customers as a separate line item on their bills.

2. **Franchise Fee Accountability.** In addition to franchise fee revenue, it is also essential for municipalities to require franchise fee protection and accountability. In a franchise agreement, these include detailed franchise fee reports with each payment, the right to conduct franchise fee audits with penalties for underpayments, and protections against franchise fee reductions due to bundled service packages (referred to as the “triple play” of internet, television, and telephone services).
3. **Legal Protections of the Rights-of-Way.** Because cable companies place wires and equipment in the public rights-of-way, it is critical that a franchise agreement include legal protections for the municipality. These protections include, but are not limited to, repair and restoration of property damage, removal of hanging wires and “double poles”, emergency removal of equipment, indemnification and full insurance coverage.
4. **Customer Service Standards.** In a franchise agreement, municipalities may impose customer service standards to which the cable operator must adhere. It is important to include comprehensive and enforceable standards. Examples include refunds for service interruptions, time frames for home visits by technicians, rules for resolving customer billing disputes, privacy standards, and a prohibition against early application of late fees.

5. **Free Services.** It is common in a franchise agreement for cable companies to provide complimentary cable service to community facilities, including municipal facilities, schools, and libraries. The major subject of negotiation is the number of community facilities that will receive the service and the level of service received. Please note, however, that this benefit will be impacted by the FCC's 2019 Third Report and Order (and the related 2021 Court of Appeals decision).
6. **Reporting Requirements.** It is helpful to obtain information from the cable operator related to financial and customer service issues. A franchise agreement may require the operator to provide periodic written reports on such matters as franchise fee verification, customer complaints against the cable operator and construction activity in the public rights-of-way.
7. **PEG Channels.** Municipalities have a legal right under to dedicated channel space for public, educational and governmental ("PEG") programming. PEG Channels may be used to inform citizens by broadcasting government meetings, public safety alerts, and/or announcements regarding local events. Depending on whether your municipality currently administers a PEG channel, the new agreement may require improvements such as high definition (HD) format, or it may reserve the right for a future channel. A cash grant may also be available from Comcast for capital costs related to the channel.

8. **Competitive Equity.** Cable operators typically request that, if the municipality grants a franchise to another cable operator (e.g. Verizon), then that franchise agreement cannot be more favorable to the competitor than the new agreement is to Comcast. While in theory this is a fair principle, in practice it can impede competition. We will ensure that any such provision does not result in such an outcome.
9. **Enforcement.** Once the cable operator agrees to provide certain benefits to the municipalities, they must be able to enforce these obligations. This includes strict and practical enforcement tools to ensure the company's performance of its obligations. These tools may include monetary fines (liquidated damages), a performance bond, and the right to revoke the franchise in extreme circumstances.
10. **Length of Term.** Because telecommunications technology changes so rapidly, municipalities typically seek a shorter length of franchise term. Cable companies typically seek longer terms to protect their capital investment in the cable system. The difference between these two positions is resolved through negotiation.

III. SCOPE OF SERVICES

The following is the scope of services that the Cohen Law Group will perform if hired to assist the Chester County Consortium in cable franchise renewal with Comcast.

A. Preliminary Setting of Priorities

We will first arrange a kickoff meeting (virtual) with at least one representative from each municipality in the Consortium. During the meeting, we will describe the franchise fee audit and

the franchise renewal processes, including both the formal and informal process prescribed by the federal Cable Act. We will inform the officials regarding their legal rights, including the substantive areas in which they have legal authority over the cable operator and those areas in which their legal authority is limited. We will outline the potential benefits available to the Consortium, as well as solicit the concerns of the officials with respect to Comcast.

Finally, we will provide each municipality with a recommended public notice and written talking points for a public hearing on cable franchise renewal. Section 626 of the Cable Act includes a “notice and comment” requirement, and we typically recommend that this requirement be satisfied by a public hearing inviting citizen input.

During this preliminary phase, we recommend that the municipalities perform a franchise fee audit to determine whether Comcast has been paying them all the franchise fee revenue to which they are legally entitled. Franchise renewal is the best time to perform such an audit, because, if underpayments are found, the municipalities have greater leverage to collect the underpayments. The scope of services for a franchise fee audit is discussed below.

B. Franchise Fee Audit

CLG conducts franchise fee audits on a regular basis, including many audits of Comcast. In 2022-24, we performed over 120 franchise fee audits and discovered underpayments approximately 60% of the time. Section 626 requires that municipalities, as part of cable franchise renewal, review the cable operator’s past performance and identify their future cable-related needs. A franchise fee audit is a key component of assessing the cable operator’s past performance. It is the best method to hold the operator accountable for past franchise fees and to ensure that the municipality receives the future revenues to which it is entitled.

The Cable Act authorizes municipalities to assess up to five percent 5% of the cable

operator's "gross revenues" for cable services derived from the municipality. "Gross revenues" consists of numerous revenue sources, including both subscriber and non-subscriber revenues, that the cable operator collects from cable customers. We will prepare a written Request for Information and Documents ("RFID") to Comcast for specific franchise fee information and worksheets relevant to each municipality. CLG will then undertake the following activities:

- Make a determination of all eligible revenue sources for each municipality based upon the municipality's current definition of "gross revenues." There are currently 27 eligible revenue categories and many sub-categories.
- Review Comcast's supporting documentation for franchise fee revenue, including quarterly spreadsheets, worksheets, and other revenue reports for each municipality.
- Identify the revenue sources that Comcast has included in its franchise fee documentation for each municipality. Determine whether the cable operator has applied the fee to all eligible revenue sources. Identify any revenue sources that the cable operator did not include in calculating "gross revenues".
- Ensure that all eligible revenues recorded in Comcast's financial records are accurately included in the franchise fee payments in accordance with each municipality's franchise agreement.
- Determine whether non-subscriber revenues, such as advertising and home shopping commissions, which are typically recorded on a regional rather than a local basis, have been properly calculated and properly apportioned to each municipality.
- Review certain special revenue sources, such as "trouble call" fees, video downgrade fees, broadcast retransmission fees, franchise fee-on-fees, and others to determine proper inclusion in the determination of franchise fees for the time period under review.
- Ensure that "bundled service" revenues (i.e. revenues applied to cable, internet, and phone services) have been accurately apportioned to cable service, which is the only service that may legally be subject to the franchise fee.
- Obtain a "homes passed list" from Comcast for each municipality to determine whether the cable operator is properly coding all cable customers to the correct municipality. This includes asking each municipality to compare the homes passed database against its residential database for possible errors.
- Re-perform certain cable operator calculations determining franchise fee revenues. These include, but are not limited to, figures underlying amounts reported for certain revenue sources and calculations on specific items comprising general fee categories

such as “miscellaneous revenues” and “installation revenues” (which include installation, disconnection, reconnection, relocation and change-in-service fees).

- Ascertain trends of major revenue categories to spot discrepancies and/or inconsistencies in the reporting of revenues over time and making inquiries with the cable operator to explain such discrepancies and/or inconsistencies.
- Report trends in the number of Comcast subscribers in each municipality throughout the period under review.
- Determine whether there are franchise fee underpayments for each municipality for the period under review, the amount of any underpayment, and whether any penalties and/or interest apply in accordance with each municipality’s franchise agreement.

We expect to review five (5) years of financial information, which we understand to be the period permitted by the current franchise agreements. We will then prepare a written report that summarizes the results of the audit, including any underpayments, describes the procedural history and areas of inquiry, and includes charts showing key subscriber and revenue trends.

C. Drafting of Proposed Agreement

At the same time as the franchise fee audit is underway, our attorneys will draft a proposed franchise agreement with Comcast that provides the municipalities with all of the benefits and legal protections to which they are entitled under current law and current technology. The agreement will include the results of the setting of priorities stage, as well as our judgment as to the legal provisions that would protect the interests of the Consortium and meet its future cable-related needs. We will then submit the agreement to the municipal representatives for informal review and comment before presenting it to representatives of Comcast.³

³ As noted in Section II above, a cash grant might be available from Comcast to any municipality that has an active PEG channel. We will work with officials from any such municipality to prepare a PEG needs assessment report to present to Comcast to obtain a PEG grant. Any PEG grant must be used for capital costs related to PEG channels. There would be an additional fee for preparing the PEG needs report.

D. Negotiation with Cable Operator

The most important stage in the process is negotiating a master franchise renewal agreement with representatives of Comcast. CLG has negotiated hundreds of agreements with Comcast on behalf of Pennsylvania municipalities. We know Comcast's negotiators assigned to the Consortium from Comcast's Freedom Region. We also know the company's franchise policies as well as its negotiating tactics.

The working document for these negotiations will be the franchise agreement drafted by CLG and informally approved by the clients. We will preserve the municipalities' legal rights under the formal process, but proceed to negotiate with Comcast under the informal process outlined in the federal Cable Act. The negotiation typically consists of multiple conference call negotiations with representatives of Comcast, status conferences with the clients, multiple revisions of the proposed franchise agreement, redrafting specific franchise agreement provisions, and editing the final draft of the cable franchise agreement.

E. Consideration by the Local Governing Bodies

After tentative agreement with Comcast has been reached on a master franchise agreement, CLG will customize the agreement for each of the participating municipalities. We will then report to the clients on the substantive provisions of the deal. Specifically, we will present each municipality with its own final cable franchise agreement (and any side agreements) negotiated by the parties. We will also draft an executive summary of the major provisions of the final agreement. Finally, we will draft a recommended short-form ordinance or resolution authorizing approval of the agreement for consideration by the local governing body for each municipality.⁴

⁴ The PA Second Class Township Code requires that cable franchise agreements be approved by ordinance. Other categories of municipalities may approve franchise agreements by resolution.

IV. PROFESSIONAL BACKGROUND

The Cohen Law Group specializes in representing municipalities in cable, wireless, and broadband matters. Collectively, our attorneys have worked on cable franchise issues on behalf of municipalities for over 80 years. CLG has represented over 500 local governments in six states in negotiations with cable companies. Our firm has negotiated with major national companies as well as smaller regional companies to obtain benefits for our clients. We have negotiated hundreds of franchise agreements with Comcast. CLG's full array of legal services includes the following:

- Drafting cable franchise agreements
- Review of current and proposed franchise agreements/ordinances
- Cable franchise renewal negotiations with cable companies
- Franchise fee audits
- Transfer or sale of cable company ownership or control
- Cable compliance reviews
- Development of wireless facilities ordinances and design guidelines
- Negotiation with cellular tower and antenna companies
- Drafting of right-of-way ordinances and development of right-of-way fees
- Drafting pole attachment agreements
- Pole attachment negotiations with cable and telephone companies
- Broadband expansion planning and implementation
- Broadband digital equity planning and implementation

As an active member of the National Association of Telecommunications Officers and Advisors (NATOA) and other professional organizations, CLG stays current with frequent changes in cable, wireless, and broadband law. Dan Cohen served on the NATOA Board of Directors (2017-21) and was Co-Chair of its Policy and Legal Committee (2021-22). CLG attorneys have written articles on cable and wireless matters that have been published in the *Pennsylvania Municipal Reporter*, *Pennsylvania Township News*, *Pennsylvania Borough News*, and *Public Management Magazine*. They are also frequent speakers at municipal conferences.

Prior to representing municipalities on telecommunications matters, Mr. Cohen served as an elected official on the Pittsburgh City Council for 12 years. He served as Chair of City

Council's Cable Television Committee and also served on the Mayor's Telecommunications Committee. Mr. Cohen led Pittsburgh's efforts to regulate cable rates, which resulted in a refund ordered by the FCC for all cable customers. He graduated from Yale University and Stanford Law School. In addition to Mr. Cohen, CLG includes a strong team that includes attorney Stacy Browdie, attorney Phil Fraga, attorney Mike Roberts and Office Manager Victoria Novak.

V. COST OF SERVICES

The following is CLG's cost of services to perform both franchise fee audits and franchise renewal negotiations with Comcast on behalf of the eligible municipalities of the Chester County Consortium. We propose to perform these services on a flat fee basis, because our experience with these projects lends predictability to our efforts on behalf of the Consortium. A flat fee also provides "price certainty." As shown below, we offer our services at a discounted rate depending on the number of municipalities that participate. The following are our standard flat fees based on population, followed by our discounted fees to the Consortium.

FLAT FEE SCHEDULE FOR FRANCHISE FEE AUDIT AND FRANCHISE RENEWAL NEGOTIATIONS WITH COMCAST

Standard Single Municipality Fee (by population prior to discount)

< 7,000	\$9,500
7,001 – 10,000	\$11,000
> 10,000	\$12,500

Consortium Discounted Fees (by population and number of participating municipalities)

10+ Municipalities 20% Discount

< 7,000	\$7,600
7,001 – 10,000	\$8,800
> 10,000	\$10,000

6-9 Municipalities	15% Discount
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< 7,000	\$8,075
7,001 – 10,000	\$9,350
> 10,000	\$10,625

2-5 Municipalities	10% Discount
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< 7,000	\$8,550
7,001 – 10,000	\$9,900
> 10,000	\$11,250

The flat fee amounts above include all expenses. They do not include the highly unlikely possibility of services requested outside the scope of services in this proposal or any significant unforeseeable developments. In the event of such extraordinary or unforeseeable development, CLG will contact each applicable municipality to discuss such developments prior to rendering services related to such developments. If such services are authorized, CLG would charge our standard hourly rate of \$340 per hour. It is not expected that we will need to travel for this project; however, if travel is requested by the Consortium or a municipality, we would charge a fee of \$170 per hour. We do not charge for mileage.

Please note that our normal billing policy is to bill one-third of the fee for each project at the commencement of the project, one-third at the middle of each project, and one-third at the conclusion of each project. Thank you for the opportunity to submit this proposal.

_____, 2025

Daniel S. Cohen
Cohen Law Group
413 South Main Street
Pittsburgh, PA 15215

***RE: Chester County Consortium: Engagement of Cohen Law Group to Perform
Comcast Cable Franchise Renewal Services***

Dear Mr. Cohen:

This is to inform you that _____ has decided to engage the services of the Cohen Law Group to assist in a franchise fee audit and cable franchise renewal negotiations with Comcast of Southeast Pennsylvania LLC (“Comcast”). This engagement is made pursuant to the Proposal to Perform Cable Franchise Renewal Services (“Proposal”) submitted to the eligible municipalities of the Chester County Consortium (the “Consortium”) on April 21, 2025. The Proposal includes the scope of services for the project and the cost of services on a flat fee basis. The flat fee includes discounts for the Consortium and also includes all expenses. We understand that CLG will bill one-third of the total fee by invoice upon engagement, one-third at the middle of each project, and one-third at the end of each project.

While our municipality is engaging the Cohen Law Group individually and, upon conclusion of the project, we will obtain our own individual franchise fee audit report and franchise renewal agreement with Verizon, we understand that the franchise renewal negotiations will be in conjunction with other participating municipalities in the Consortium. This joint effort increases our negotiating leverage and reduces our attorneys’ fees. As described in the Proposal, our fee is discounted based on our municipality’s population and the number of municipalities that participate. We look forward to working with your firm on this project and obtaining all of the financial and other cable-related benefits to which we are entitled.

Sincerely yours,

Name: _____

Title: _____

Municipality: _____

ORDINANCE OF THE BOROUGH OF WEST CHESTER,
CHESTER COUNTY, PENNSYLVANIA, AMENDING
CHAPTER 3, TITLED "ADMINISTRATIVE CODE" OF THE
CODE OF THE BOROUGH OF WEST CHESTER,
SPECIFICALLY SECTION 3-38, TITLED "ADVISORY
COMMITTEES AND COMMISSIONS" TO AMEND SECTION 3-
38.D AND TO ADD A NEW SECTION 3-38.T TO ESTABLISH
WEST CHESTER TOGETHER

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

SECTION 1. Chapter 3 of the Code of the Borough of West Chester, titled "Administrative Code," Section 3-38, titled, "Advisory Committees and Commissions" ", Section 3-38.D shall be amended as follows:

"D. Appointment. The Borough Council shall appoint the members of advisory boards and commissions. Except for the **West Chester Together**, no member of Borough Council, nor any person holding any other office in the Borough, shall be appointed as a member of an advisory board or commission. Appointments to fill vacancies shall be only for the unexpired portion of the term."

SECTION 2. Chapter 3 of the Code of the Borough of West Chester, titled "Administrative Code," Section 3-38, titled, "Advisory Committees and Commissions", is hereby amended by adopting a new Subsection T, titled, "COMMUNITY CAMPUS COMMITTEE, as follows:

"T. **WEST CHESTER TOGETHER**. Pursuant to the authority in § 3-38A, there is hereby established for the Borough of West Chester an Advisory Committee known as "**West Chester Together**" which shall be organized for the purposes hereinafter set forth.

(1) Mission. The purpose of **West Chester Together** is to promote and increase communication and collaboration between Borough of West Chester community leaders and residents and West Chester University officials and students on issues that affect health, safety, and quality of life for the campus and Borough community.

(2) Responsibilities of Committee. The Committee shall serve in an advisory capacity to Borough Council and to West Chester University administration and shall perform the following duties:

- (a) Partner in community engagement and conduct regular meetings with Borough and University community members to discuss issues and concerns about University activities, events, policies and affairs.
- (b) Promote and encourage cooperation and planning for University events

that will have an impact on Borough residents such as move in and move out days, homecoming, graduation and other functions or events that impact the residents of the Borough in and around the University Campus.

(c) Develop and foster relationships and liaise with leaders and committees of the Borough and University.

(d) Promote and encourage cooperation and planning for Borough events that encourage engagement between permanent residents and students.

(e) Identify issues of mutual concern to the Borough and University while maintaining open and transparent communications with all relevant parties and departments within both the Borough and the University.

(f) Initiate and implement solutions for issues or problems that impact the quality of life for Borough residents.

(g) Provide reports to Borough Council on the activities and accomplishments of the Committee either by submission of a written report sent to Council members or by a Committee member presenting an oral report at Council meetings. The Committee shall submit at least one report per University semester to Borough Council.

(3) Membership and Terms of Office. The Committee shall consist of four members representing the Borough (the "Borough members") who are appointed by Borough Council. The Borough members shall consist of the following:

(a) The West Chester Borough Mayor or designee;

(b) A representative from the West Chester Borough Police Department;

(c) A member of Borough Council (committee agnostic); and

(d) A borough employee

In addition to the Borough Members, the Committee shall consist of five members representing the residents of the Borough (the "resident members") who are appointed by Borough Council. The resident members shall consist of the following:

(a) A Borough resident from the 2nd Ward;

(b) A Borough resident from the 4th Ward;

(c) An at-large Borough resident;

(d) A student rental permit holder within the Borough; and

(e) A Borough business member

In addition to the members appointed by Council, the Committee shall include five representatives from West Chester University (the "University members") who shall be selected by the University and represent one of the following departments:

(a) Student Affairs;

- (b) Civic Engagement and Social Impact;
- (c) External Relations;
- (d) Fraternity and Sorority Life;
- (e) Student Government Association;
- (f) Off Campus and Commuter Services;
- (g) Public Safety;
- (h) Student Conduct; and
- (i) Wellness Promotion.

Borough Council shall appoint the Borough members to serve on the Committee at the reorganizational meeting of Council held in January of 2022. The University administration shall appoint the University members to serve on the Committee on or before January 1, 2022. Members shall be appointed to serve a three-year term except for the initial terms which shall be staggered so that the terms of at least three members shall expire every year.

The first term of the Committee shall commence on January 1, 2022 and continue until Borough Council elects to abolish the same.

The Committee shall have Co-Chairpersons. One Chairperson shall represent the Borough members and be selected by the Borough members of the Committee. The second Chairperson shall represent the University members and be selected by the University members of the Committee. **A Secretary will also be appointed as selected by the full membership. The Co-Chairpersons and Secretary will serve a 2-year term for a maximum of up to two consecutive terms.**

Vacancy. A vacancy on the Committee shall be filled in the same manner as the original appointment by the Borough Council for Borough members and by the University for University members.

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

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

SECTION 4. EFFECTIVE DATE. as provided by law.

ENACTED AND ORDAINED THIS 20TH DAY OF This Ordinance shall become
effective upon enactment
OCTOBER __, 2021.

ATTEST:

By:

Michael A. Perrone, Secretary
COUNCIL FOR THE BOROUGH
OF WEST CHESTER

iff t h

Michael Galey, Esquire Presider

MEMORANDUM OF UNDERSTANDING (MOU)

Between

Borough of West Chester

and Pennsylvania Solar Center for partnership on the
GET SOLAR PROGRAM

This document describes the agreed-upon responsibilities and expectations between **Borough of West Chester** [ENTITY], with offices located at **401 E Gay St, West Chester, PA 19380, USA** and Pennsylvania Solar Center [PA SOLAR], a nonprofit 501(c)(3) organization with offices located at 1435 Bedford Avenue, Suite 140, Pittsburgh, PA 15219 to collaborate on technical assistance through PA SOLAR's GET Solar Program [PROGRAM] to help ENTITY explore solar for use on ENTITY's own property(properties) located at: **401 E Gay St, West Chester, PA 19380, USA**

Under this agreement, ENTITY and PA SOLAR mutually agree to:

- Collect and share relevant information between the organizations to enable PA SOLAR to create a well-informed estimate with the eventual goal to solicit proposals/bids from qualified solar developers for ENTITY that provides ENTITY the opportunity to make an educated decision about if, and how, they choose to move forward with a solar installation.
- Meet on a regular basis to review strategy and results.
- Work towards the goal of installing a minimum of one solar project on an ENTITY-owned property.
- Acknowledge that all materials, analyses, strategies, tools, or other information provided by PA SOLAR in connection with the PROGRAM are proprietary and may not be disclosed, reproduced, distributed, or used by ENTITY outside the scope of this agreement without the express written approval of PA SOLAR.

Under this agreement, ENTITY agrees to:

- Abide by the feasibility scope of work that is agreed upon at the beginning of the PROGRAM in the attached FEE SCHEDULE & SCOPE OF WORK.
- Provide PA SOLAR with all the documents necessary to create a complete and transparent feasibility analysis, including but not limited to electric bills, interval data, maps and surveys of land designated for ground mount systems, existing structural and electrical drawings for buildings, pictures of electrical service infrastructure.
- Provide PA SOLAR with either a decision to move forward into the financing and procurement phase with a selected financing and procurement strategy or with a NO GO decision within **two months** of receiving the final feasibility study from the GET Solar Team.
- Work solely within the GET Solar process to acquire feasibility studies, quotes, services, and eventually proposals/bids. If ENTITY chooses to get additional quotes or services

outside of the feasibility process or solicit additional quotes or services beyond the GET Solar process, ENTITY chooses to do so without support from the GET Solar Team. At that point, the GET Solar Team is under no obligation to continue providing support and assistance. PA SOLAR is committed to running a fair and feasibility study and procurement process with the ENTITY and with quality developers. This provision is necessary to preserve the integrity of the PROGRAM

- Communicate only with the GET Solar team and the ENTITY's staff about the feasibility process and not directly with developers during the feasibility process to preserve an unbiased and fair analysis and to assure a fair bidding process should ENTITY decided to move into that phase;
- Include mention of PA SOLAR and the GET SOLAR program involvement on all media and press communications, including social media and press releases for all solar projects that have materialized as result of the PROGRAM

Under this agreement, PA SOLAR agrees to:

- Meet virtually with ENTITY to explain benefits of going solar and the PROGRAM process and fees, to gather needed information and documentation to complete an accurate feasibility study, and to provide guidance to ENTITY about the benefits and obstacles of going solar at each of ENTITYs identified property locations.
- Complete a preliminary solar feasibility and cashflow analysis for each potential solar property identified above **within 10 to 15 business days** of receiving all relevant information, depending on the complexity of the project. Estimates will include:
 - solar production and potential solar layout
 - the cost to purchase the solar system
 - savings and return on investment over the first 25 years of the solar generation
 - cost of not going solar over the next 25 years
 - cash flow that incorporates operation and maintenance costs, inverter replacement, and estimated SREC income, available tax credits, grants, loans, or refunds available from the federal government, state, or other sources, and other relevant financing opportunities as known by PA SOLAR
- Be available virtually to discuss the findings of the feasibility and financial analysis and recommendations to move forward within one week of completing the analysis
- Provide ENTITY with regular updates on the progress of projects and report on the activities and results until the end of the agreement term.
- Review the bidding/RFP process, if appropriate, for ENTITY to secure qualified bids from solar industry developers
- Review all potential financing options with ENTITY
- Provide communications support via PA SOLAR communications consultant as approved by PA SOLAR
- Obtain prior approval from ENTITY when using ENTITY'S name on any public or media communications that reference the involvement of the PROGRAM for which PA SOLAR may be involved to provide technical assistance.

Scope of this agreement:

This agreement is inclusive of a feasibility study and cashflow estimates only, and does not include an RFP or bidding process, which would necessitate an additional agreement and possibly additional fees, if ENTITY chooses to proceed with that process. Those fees may include a flat fee to PA Solar from the ENTITY to run an RFP/bid process and/or a solar developer fee which would be assessed on final signed contracts for projects that were the result of the PROGRAM. If included, the developer fee is required of the developer who bids and wins the project, not the ENTITY. The fee is typically assessed based on the size of the project (e.g., \$0.025 per watt of solar capacity).

In addition, PA SOLAR CENTER will provide its best understanding of relevant laws and regulations; however, ENTITY understands that the PA SOLAR CENTER does not provide legal, tax, or accounting services or advice and that if desired, ENTITY will seek out those and other professional services to verify compliance with relevant laws.

Fees:

PA SOLAR will invoice ENTITY \$100.00 for feasibility analysis and cash flow estimating services. Payment is due 30 days after receiving the invoice; however, feasibility analysis cannot begin until the fee is paid. See 'Fee Schedule' attachment for more information. In some cases, the fee will be waived or reduced.

Agreement Term:

This agreement applies to the project(s) identified above and shall remain in effect until the project(s) is (are) either completed, terminated by either party, or designated as inactive by PA SOLAR, at which point this MOU will be considered void. If the ENTITY wishes to reengage in the PROGRAM after a project is deemed inactive or wishes to significantly amend the original scope of the project, a new agreement must be executed, which may incur additional fees.

Termination:

This MOU may be modified, amended, or extended upon the agreement of all parties hereto. Failure to honor any of the obligations stated above may also result in the termination of this Agreement by either party. The terms of the MOU may be terminated by either party with 30 days' notice in writing.

ENTITY

SIGNATURE

Sean Metrick

NAME

Borough Manager Borough of West Chester

TITLE AND ORGANIZATION

DATE

PENNSYLVANIA SOLAR CENTER

SIGNATURE

NAME

TITLE AND ORGANIZATION

DATE

PA Solar Center

We are a non-profit committed to expanding the benefits of solar energy to all Pennsylvanians.

Let Us Help You Go Solar

How We Can Serve Your Organization

Solar expertise and experience.



Solar Resource Hub

[Learn More](#)



Technical Support for Non-Profits, Schools, Municipalities, & Businesses

[Learn More](#)



PA Solar Advocacy Network

[Learn More](#)

GET Solar Process

1

Basic solar feasibility and high-level savings analysis

2

Competitive bids from qualified solar developers for each organization interested in solar

3

Review and compare solar proposals with *GET Solar* team using apples-to-apples comparison tools

4

Develop a financing strategy and work with solar developer to complete the project

US Renewable Tax Credits Severely Curbed



U.S. Wind and Solar Project Requirements for ITC and PTC Eligibility

Under construction (UC) start:	Current UC Start Treasury Guidance	New UC Start Treasury Guidance	Completion Deadline of 12/31/2027	Years to Complete After UC Start*	Subject to Material Assistance PFE Restrictions**
by 12/31/2024	Either starting "physical work of a significant nature" or meeting the 5% safe-harbor test (purchasing equipment or services ≥ 5% of the project total cost).	N/A	No	4	No
01/01/2025 to 12/31/2025		TBD; 07/07/ 2025 executive order directing Treasury to issue new guidance within 45 days)	No	4	No
01/01/2026 to 07/04/2026			No	4	Yes
after 07/04/2026			Yes	N/A	Yes

* Under current US Treasury Guidance. Certain projects have longer, notably offshore wind.

** One of several new rules related to Foreign Entities of Concern (FEOC), and that which will be the most complex for developers to navigate. To qualify for tax credits, developers must ensure that a certain percent of the manufactured products that go into a project are NOT "mined, produced or manufactured" by a "prohibited foreign entity" (an entity with ties to China, Russia, North Korea or Iran). The percent requirement increases over time. The US Treasury is required to release guidance to clarify and help companies navigate the test by the end of 2026. Until then, IRS tables for calculating domestic content percentages (to claim bonus tax credits) may be the best interim guide, as well as rigorous supplier documentation.

Notes: ITC=Investment Tax Credit ; PTC=Production Tax Credit; Treasury=US Treasury Department.

- Under the prior law, tax credits to wind and solar were available through the early 2030s, facilitating lower renewable PPA prices to utilities and corporate buyers.
- **The One Big Beautiful Bill** (signed into law July 4, 2025) will significantly restrict wind and solar project tax credit eligibility in the coming years. Restrictions come in two forms:
 1. Timing of project construction start and completion:
 - Projects that begin construction by July 4, 2026 are eligible without any placed in service (i.e., completion) deadline. What constitutes the start of construction is in flux, however, and is likely to become more restrictive.
 - Projects that begin construction after July 3, 2026 are eligible only if placed in service by December 31, 2027.
 2. Influence of, or sourcing materials from, Prohibited Foreign Entities (PFEs), most notably China.
 - Projects that begin construction after December 31, 2025, must meet increasing minimum levels of component and material sourcing from non-PFEs. This is likely the most complex eligibility requirement to navigate, and one for which further Treasury guidance will be issued in late 2026.
 - Projects where the taxpayer is a PFE or the project is influenced by one are in-eligible for credits.
- **Developers with significant project pipelines and purchased equipment will be eager to find off-takers and advance project activities as soon as possible** before new requirements take hold.

Paying for Solar



Cash Purchase

- Solar paid for with reserve funds
- ROI can be as low as 4 years depending on electricity prices and IRA benefits
- Maximum financial benefit from solar over life of system



Financing

- C-PACE
- Many banks and nonprofit lenders have experience with solar loans
- 30% of the loan is paid off with IRA benefits
- Loans are often structured so solar savings are greater than cost of loan **from the first payment**



Power Purchase Agreement (PPA)

- Not available for every project (typically min. of 50kW)
- Three-party agreement with you, solar developer, and investor, who owns and operates the system)
- You lease your property and buy solar electricity at discounted price

Action Item: Approve MOU with PA Solar Center, to collaborate on below process, for \$150

GET Solar Process



2025 Municipal Leadership Summit – October 1-4, 2025

Voting Delegate / Resolutions Committee Appointment

Please use the fill and sign tool to complete the form and add the appropriate signatures.

(Member Municipality)

Voting Delegate / Resolutions Committee Appointment:

Name and Title: _____

E-mail: _____

Signature: _____

Alternate Voting Delegate / Resolutions Committee Appointment:

Name and Title: _____

E-mail: _____

Signature: _____

This form certifies that the officials listed above have been selected to represent our municipality at the 2025 Municipal Leadership Summit October 1-4, 2025.

Appointed by: _____

Title: _____

Signature of Chief Elected (required): _____

_____ Unfortunately, our municipality will not be represented during the 2025 Summit.

**Please return this form to Kaitlin Errickson by Friday, August 29 by email
kerrickson@pml.org**

Chestnut St & Bicentennial Garages Fire, Sprinkler & Extinguisher Inspections

Planned Service Agreement



Johnson Controls Fire Protection LP
18 Boulden Cir
New Castle DE19720-3494
USA

Proposal Presented On:
07-21-2025



SERVICE SOLUTION

Customer #: 60632
Borough of West Chester
Date: 21-Jul-25
Proposal #: CPQ-982996
Term: 1-Aug-25 to 31-Jul-30

Billing Customer:
Borough of West Chester
401 E Gay St
Attn Municipal Bldg
WEST CHESTER, PA 19380-2729

Service Location:
Chestnut Street Garage
14 E Chestnut St,
West Chester, PA 19380-2662

Johnson Controls Fire Protection LP
Sales Representative:
Chuck Shearer
18 Boulden Cir
New Castle DE 19720-3494
chuck.shearer@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Chestnut Street Garage			\$2,176.45
SYSTEM-FA-SIEMENS PROG			
SIEMENS PROGRAMMABLE FIRE ALARM SYS			
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	3	Annual	
Heat Detector Restorable	16	Annual	
Pull Station	17	Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER			
SYSTEM-SP-STANDPIPE			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Annual	
Fire Department Connection	27	Annual	
SPRINKLER ESSENTIAL SERVICE OFFER			
SYSTEM-EX-EXTINGUISHERS			
EXTINGUISHERS/PORTABLES SYSTEM			
Dry chem - cartridge - refillable (ABC)	16	Annual	



SERVICE SOLUTION

EXTINGUISHER ESSENTIAL SERVICE



SERVICE SOLUTION

Customer #: 60632
Borough of West Chester
Date: 21-Jul-25
Proposal #: CPQ-982996
Term: 1-Aug-25 to 31-Jul-30

Billing Customer:
Borough of West Chester
401 E Gay St
Attn Municipal Bldg
WEST CHESTER, PA 19380-2729

Service Location:
Bicentennial Parking Garage
20 South High St,
WEST CHESTER, PA 19382

Johnson Controls Fire Protection LP
Sales Representative:
Chuck Shearer
18 Boulden Cir
New Castle DE 19720-3494
chuck.shearer@jci.com

INVESTMENT SUMMARY
(Service Solution Valid for 30 Days)

SERVICE/PRODUCT DESCRIPTION	QUANTITY	FREQUENCY	INVESTMENT
Bicentennial Parking Garage			\$1,387.25
SYSTEM-FA-EDWARDS PROG			
EDWARDS PROGRAMMABLE FIRE ALARM SYS			
Main Fire Alarm Panel	1	Annual	
Smoke Sensor Addressable	11	Annual	
Pull Station	12	Annual	
FIRE ALARM ESSENTIAL SERVICE OFFER			
SYSTEM-SP-STANDPIPE			
STANDPIPE SYSTEM			
Standpipe Test & Inspect	1	Annual	
Fire Department Connection	13	Annual	
SPRINKLER ESSENTIAL SERVICE OFFER			
SYSTEM-EX-EXTINGUISHERS			
EXTINGUISHERS/PORTABLES SYSTEM			



SERVICE SOLUTION

Dry chem - stored pressure- refillable 10 Annual
(ABC)

EXTINGUISHER ESSENTIAL SERVICE

Subtotal Contract Value (less tax): \$17,818.52
Total Estimated Tax: \$0.00
Total Contract Value with Estimated Tax : \$17,818.52

Johnson Controls has **not** included an estimate for all state and local sales tax for this quote based on the understanding that a valid exemption and/or resale certificate is received by Johnson Controls from Purchaser. Otherwise, actual sales tax due will be calculated and billed. Any additional taxes, duties, tariffs or similar items imposed prior to shipment will be charged.



SERVICE SOLUTION

This Service Solution (the "Agreement") sets forth the Terms and Conditions for the provision of equipment and services to be provided by Johnson Controls Fire Protection LP ("Company") to **Borough of West Chester** and is effective **1-Aug-25** (the "Effective Date") to **31-Jul-30** (the "Initial Term"). Customer agrees that initial inspections may be performed within 45 days from the Effective Date. Customer agrees that initial inspections may be performed within 45 days from the Effective Date.

RENEWAL DETAILS: This contract will require action in order to renew it. In this case, this contract will require a new service agreement to renew.

PAYMENT FREQUENCY: Annual In Advance

Signature :

Date :

PAYMENT TERMS: Net 30

For applicable taxes, please see Section 3 of the Terms & Conditions

PAYMENT AMOUNT: \$3,563.70 - **Proposal #:** CPQ-982996

PAYMENT SUMMARY:

Year	Term	PSA Charges
1	08/01/2025 - 07/31/2026	\$3,563.70
2	08/01/2026 - 07/31/2027	\$3,563.70
3	08/01/2027 - 07/31/2028	\$3,563.70
4	08/01/2028 - 07/31/2029	\$3,563.70
5	08/01/2029 - 07/31/2030	\$3,563.70

CUSTOMER ACCEPTANCE: In accepting this Agreement, Customer agrees to the Terms and Conditions on the following pages and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes in the system requested by Customer after the execution of Agreement shall be paid for by Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.



SERVICE SOLUTION

Multi Year Contract Rider
AGREEMENT

Acknowledgement of Multi-Year Term. Customer agrees that issuance of a Purchase Order does not amend any provision of the service agreement, including without limitation the duration/term of the service agreement. Customer agrees to issue Purchase Orders sufficient to satisfy its obligations under the multi-year service agreement. Should Customer fail to issue additional Purchase Orders, Company will still be permitted to invoice Customer for services performed, and Customer shall not dispute the validity of such invoices.

Customer Initials:

Unless otherwise agreed to by the parties, pricing is based upon the following billing and payment terms: Invoices will be delivered via Email () , payment is Net 30, and invoices are to be paid via Electronic Funds Transfer. Johnson Controls Electronic Funds Transfer transfer details will be forth coming upon contractual agreement.	
This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.	
To ensure that JCI is compliant with your company's billing requirements, please provide the following information:	
PO is required to facilitate billing:	☐ NO: This signed contract satisfies requirement
	☐ YES: Please reference this PO Number: _____

Borough of West Chester	Johnson Controls Fire Protection LP
Signature: _____	Authorized Signature: _____
Print Name: _____	Print Name: _____
Title: _____	Title: _____
Phone #: _____	Phone #: _____
Fax #: _____	Fax #: _____
Email: _____	License #: _____ (if applicable)
Date: _____	Date: _____

SERVICE SOLUTION

Terms

These terms cover the services and equipment provided by Johnson Controls. This Agreement includes the proposal, these terms and any referenced links. Conflicts are resolved in that order.

Scope of Work

We will provide the services or equipment described in the proposal. If the services include planned maintenance of equipment, only the equipment set forth in our proposal is covered by our services ("**Covered Equipment**"). Unless otherwise agreed in the proposal, services are performed during our normal working hours, excluding holidays. We reserve the right to modify or substitute materials.

Payment Terms

Services fees are paid annually in advance due 30 days from the invoice date via EFT/ACH, unless stated otherwise. Payment is required before services are performed or equipment is ordered or installed. Failure to pay on time is a breach that permits us to suspend or delay services until full payment is received, without liability, or to terminate this Agreement. Interest may also be charged on unpaid amounts at the lesser of 1.5% per month (19.56% annually) or the highest rate permitted by law. If you require a purchase order to process payments, you must send it to us at least 30 days before the end of a term but you must pay invoices even without a purchase order. No purchase order is required for any emergency services you request.

Prices

Prices do not cover taxes, fees, duties, tariffs, permits and levies or other charges imposed and/or enacted by a government. You are responsible for these items unless you provide an acceptable exemption certificate. If we need to pay any of these items or the exemption certificate is invalid or only covers some of these items, you must reimburse us on demand for the amounts owing. Prices may be adjusted at any time to reflect changes in costs, labor or market conditions. We will try to notify you of any changes in pricing in advance. Additional charges will be required for: (i) changes to these services or the Covered Equipment; (ii) additional services or equipment; (iii) unexpected site conditions or issues with the Covered Equipment; (iv) appointments that are cancelled less than 24 hours beforehand or for service, warranty or alarm calls caused by your error; (v) changes required to comply with laws, codes and regulations ("Laws"), including prevailing wage laws; and (vi) costs to notify and dispatch emergency personnel. We may change prices on equipment or parts prior to shipment or installation to reflect increases in costs from raw materials, third party products, any new or additional tariffs, duties, quotas, taxes, the withdrawal of trade agreement concessions or any unforeseen or other extra cost elements.

Limited Warranty

We warrant that services will be performed in a good and workmanlike manner for 90 days from the date of performance. Equipment we provide is also warranted to be free from defect in materials and workmanship for 90 days from installation. No warranty is provided for third-party equipment we install or furnish. Third-party HVAC and controls equipment is provided with the third-party manufacturer's warranty to the extent available. This limited warranty does not cover failures, defects, or damages caused in whole or in part by: (i) misuse, neglect, accident, Force Majeure, changes to your premises, or installation, maintenance or repairs not performed by us; (ii) environmental, electrical or other causes beyond our control; (iii) normal wear and tear or corrosion; (iv) use of unauthorized replacement parts or products or using the equipment for purposes not intended by the manufacturer;

SERVICE SOLUTION

or (vi) issues arising from your failure to comply with this Agreement or your obligations. To qualify for warranty consideration, you must notify us in writing of your warranty claim prior to the end of the warranty period, complete all instructions on warranty procedures and provide us with reasonable site access to inspect the equipment and/or perform any necessary warranty work. Your sole remedy is to have defective services re-performed or equipment repaired or replaced at our election. **THESE WARRANTIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** You need to determine if our equipment are suitable for your use. You assume all risk and liability from their application and your use.

Warranty service does not cover: (i) system upgrades and replacing obsolete systems, equipment, or consumable parts and components ; (ii) reloading, updating, or maintaining software; (iii) additional costs for access, deinstallation, re-installation and transportation; and (iv) the exclusions set out in the Supplemental Terms. If you call us for warranty service and the problem is due to any of these reasons, we may charge you for the service call even if we do not work on the equipment. We may offer these services at an extra cost.

Customer Obligations

You must provide all relevant information about the equipment and premises, follow all applicable Laws and ensure us safe access. You must operate, test, maintain, and repair the equipment according to manufacturer and our recommendations and notify us immediately of any issues.

In addition, you agree to, (i) obtain necessary licenses and permits and pay related fees and taxes; (ii) provide a suitable environment for the equipment as recommended by us or the manufacturer including heat to avoid freezing; (iii) supply the necessary electrical service, power, heat, heat tracing, water and schematics ; (iv) provide proper water treatment for condensers, cooling towers, and boilers, and protect against environmental issues; (v) set and test alarm systems as recommended by us or the manufacturer; (vi) avoid causing false alarms and reimburse us for any fines or fees; (vii) notify all necessary parties, such as local authorities and monitoring providers, about system testing or repairs; (viii) keep accurate and up-to-date work logs for the equipment; and (ix) take precautions for Covered Equipment failure to prevent injury or property damage. If you do not meet any of these obligations, we are not responsible for equipment breakdowns, repairs, or replacements. We can suspend services until these issues are fixed and charge for any corrective work needed.

For equipment connected to your computer network, we provide and install the software to run the equipment and connect to it based on the network settings you provide. You must provide us with secure access to your computer network as required in our specifications. If we cannot connect to the network or need extra equipment for connectivity, additional charges may apply. Our services do not include changes to the network, security, or firewall settings. You are solely responsible to protect your data, computer network, and products networked or connected to the Internet; and we are not responsible for any loss or damage, as allowed by Law. You should back up data and software before services are performed. You must promptly remove any devices that interfere with the operation of the Covered Equipment.

SERVICE SOLUTION

Insurance

We do not guarantee that services or equipment will prevent risk of loss at your premises or detect all events. You are responsible for any losses and need to rely on your own insurance. You release and waive for yourself and your insurer all subrogation and other rights to recover from us.

Limitations on Liability

Neither we or our suppliers or vendors ("JCI Parties") are liable for special, incidental, consequential, punitive or indirect damages, or for lost profits, revenue, data or business interruption. The total liability of the JCI Parties is limited to \$250,000 or 12 months of fees paid to Johnson Controls under this Agreement, whichever is less.

Claims Limitation; Forum; Choice of Law

Disputes may be resolved in court or through arbitration, as determined exclusively by us. Delaware law governs any agreement performed in the U.S., with disputes resolved in Milwaukee, Wisconsin. Ontario law governs any agreement performed in Canada, with disputes resolved in Ontario. Any claims by you must be brought within one year. The parties waive their right to a jury trial.

Term and Termination

The term of this Agreement is set out in the proposal and renews automatically for successive terms equal to the length of the original term unless either party gives 60 days' prior written notice of termination to the other party before the end of a term or the parties agree in writing on a different length of renewal term. Either party can terminate for cause with 10 days' notice, but only after written notice the defaulting party has 30 days to cure any alleged default. We can terminate immediately if we can no longer service the Covered Equipment for whatever reason including if we stop selling the Covered Equipment, providing the services or if we cannot obtain equipment, parts or support the technologies. We can terminate this Agreement without cause with 60 days' written notice. Upon termination, you must pay all amounts owed and provide access for us to remove any of our property at your premises and reprogram systems. You are responsible for our costs to enforce this. If you end this Agreement early for any reason, you must also pay us 50% of the service charges for the remaining term of this Agreement. You are responsible for our costs to enforce this.

Access and Hazardous Materials

You must provide us with reasonable and safe access to the Covered Equipment. We will follow our health and safety policies and applicable Laws. You must inform us of any hazardous conditions or materials (e.g., mold, asbestos containing materials, biohazards) and you are responsible for resolving, removing and disposal. If we encounter hazardous conditions or materials, we may stop work without liability and you are required to provide us reasonable evidence of abatement before we will restart work. Additional charges will apply if access to a confined space is required.

SERVICE SOLUTION

Force Majeure

We are not in breach or liable for any delays or failures caused, in whole or in part, by any events beyond our control, such as natural disasters, severe weather, public health risks, government actions, cyberattacks, civil disturbances, labor disputes, strikes or shortages of parts or materials ("**Force Majeure**"). You must allow us additional time to perform the services and reimburse us for increased costs due to such events.

Data and Intellectual Property; Digitally Enabled Services

You own your data, but we may use it to perform services and you grant us a perpetual, worldwide, irrevocable, royalty free license to use your building data on a de-identified basis. We retain rights to any intellectual property created. Digital enabled services mean services provided under this Agreement that employ our software and cloud-hosted software offerings and tools. They may include, but are not limited to, (i) remote inspection, (ii) advanced equipment fault detection and diagnostics, and (iii) data dashboarding and health reporting. Digital enabled services may require data collection, and you consent to this.

Software-Digital Solutions

Use of our software, including software to provide digital enabled services and solutions, is governed by our standard terms at <https://www.johnsoncontrols.com/techterms>. These terms apply to the software you are allowed to use, but we retain ownership and rights to the software, including improvements. If provided as part of our services, third-party software is subject to its own terms.

Privacy

If provided to us, we will process personal data according to our Data Processing Agreement at www.johnsoncontrols.com/dpa and adhere to our privacy notice at <https://www.johnsoncontrols.com/privacy>. You consent to this processing and will ensure all necessary consents are obtained.

Miscellaneous

Notices must be in writing. This Agreement cannot be assigned without our consent; any assignment without our consent is void. We can assign this Agreement, in whole or in part, or subcontract the work, without notice. Invalid, illegal or unenforceable provisions do not affect the rest of this Agreement. This Agreement is subject to specific supplemental terms located at www.johnsoncontrols.com/legal/one-psa-supplemental-terms. In addition, if you request us to perform any work outside the scope of this Agreement, you consent to it being performed subject to our standard customer terms then in effect at www.johnsoncontrols.com/customerterms. This Agreement is the entire contract and supersedes prior written or oral communications and documents, and terms in any purchase order or other documents you later provide are rejected. We may convert this Agreement to an electronic format.

<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.
CONSULTANT

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



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- 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

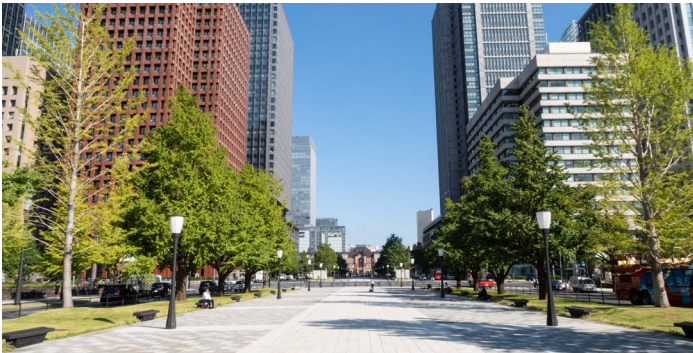
Homeowners

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





Morris Arboretum & Gardens

Urban Forestry Consultants

*The arboretum of the University of Pennsylvania and the official arboretum of the Commonwealth of Pennsylvania
9414 Meadowbrook Avenue, Phila., PA 19118*

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)
5/14/2025

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	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):														
CN102986667-STND-GAUP-24-25	<table><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A : Pinnacle Consortium of Higher Ed VT RRRG</td><td>11980</td></tr><tr><td>INSURER B : N/A</td><td>N/A</td></tr><tr><td>INSURER C : N/A</td><td>N/A</td></tr><tr><td>INSURER D :</td><td></td></tr><tr><td>INSURER E :</td><td></td></tr><tr><td>INSURER F :</td><td></td></tr></table>	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 :	
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 :															
INSURED TRUSTEES OF THE UNIVERSITY OF PENNSYLVANIA ATTN: RISK MANAGEMENT DEPARTMENT 2929 WALNUT STREET, FMC TOWER 4TH FLOOR, SUITE 460 PHILADELPHIA, PA 19104															

COVERAGES

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ 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 ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) 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)

Evidence of Insurance for the Trustees of the University of Pennsylvania

CERTIFICATE HOLDER

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

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

© 1988-2016 ACORD CORPORATION. All rights reserved.

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/02/2024

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Conner Strong & Buckelew PO Box 99106 Camden, NJ 08101 877 861-3220	CONTACT NAME: Jack Sedor PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: jsedor@connerstrong.com
INSURED Trustees of the University of PA 2929 Walnut Street, Suite 460 Office of Risk Management & Insurance Philadelphia, PA 19104	INSURER(S) AFFORDING COVERAGE INSURER A : Safety National Casualty Corporation INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :
	NAIC # 15105

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SP4067547	07/01/2024	07/01/2025	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000

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

Named Insureds Include:

AFFILIA HOME HEALTH
ANESTHESIOLOGY FOUNDATION
CHESTER COUNTY HEMATOLOGY/ONCOLOGY SERVICES
(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance

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

W. Michael Trapani

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Due To/ Due From Balances
7/31/2025

G/L A/C#	Description	DUE FROM	G/L A/C#	Description	DUE TO	Difference	
01-13007	Due from Rec	70,221	07-23001	Due to GF	(70,221)	(0)	A
01-13010	Due from Capital	2,984	10-23001	Due to GF	(2,984)	0	
05-13001	Due from GF	5,000	01-23005	Due to Fire	(5,000)	-	
09-13001	Due from GF	11,743	01-23009	Due to Parking	(11,743)	0	
11-13001	Due from GF	1,745	01-23013	Due to UDAG	(1,745)	-	
08-13010	Due from Capital	105,838	10-23008	Due to Sewer	(105,838)	-	
10-13001	Due from GF	(66,639)	01-23011	Due to Capital	66,639	(0)	
16-13001	Due from GF	45	01-23016	Due to SPF	(45)	(0)	
09-13005	Due from Fire	2,700	05-23009	Due to Parking	(2,700)	-	
09-13007	Due from Rec	61,651	07-23009	Due to Parking	(61,651)	0	A
10-13007	Due from Capital	57,228	07-23011	Due to Capital	(57,228)	-	A
		252,516			(252,516)	-	

A Fund 07 is no longer an active fund. Recreation Department activities are accounted for under the General Fund.
Proposed total write off \$189,100.00

the WEST CHESTER DOWNTOWN FOUNDATION



P.O. BOX 3109 ✉ WEST CHESTER, PA 19381 ✉ 610.738.3350 ✉ WWW.WCDF.ORG

July 11, 2025

Dana DiDomenico
Office of the Borough Manager
401 E. Gay St.
West Chester, PA 19380

Dear Dana,

The West Chester Downtown Foundation's 14th Annual West Chester Preservation Awards Event is happening on October 16, 2025!

We love getting together to recognize the efforts that help make West Chester great. We are grateful for your past support and we hope you will join us again this year.

The mission of the Awards Program is to recognize those projects and individuals who have worked to maintain the historic character and preserve the historic integrity of the Borough of West Chester. Awards are given in four categories:

- **Bricks and Mortar** for architectural projects
- **Preservation Service** for educational and advocacy projects
- **Special Recognition Award** to individuals and organizations in recognition of significant contributions to the preservation of the Borough of West Chester.
- **Preservation Legacy Award** for long-term or far-reaching contributions to the preservation of West Chester.

We will have hors d'oeuvres and a light buffet from Limoncello with beer and wine. The award ceremony will take place on Thursday, October 16, 2025 at 5:30 pm at the Chester County History Center at 225 N. High. Please consider supporting the program by becoming a sponsor. The categories and benefits are outlined on the sponsorship form. Attendees will have the opportunity to see the winners announced and to socialize with local decision makers, members of the West Chester business and preservation communities, and residents of the Borough of West Chester.

Downtown West Chester event net proceeds go to support many of West Chester's most vital charitable institutions. Our 2025 grants will be announced at the event.

We would be grateful for your support of this valuable community preservation program.

Sincerely,

Allen Burke
2025 Committee Chair

West Chester Preservation Awards Committee

Jonathan Bowdler, James Breen, Allen Burke, Jeff Burke, Cara Corridoni, Chris Hazley, Joseph Martino, Ben Nia, Ray Ott, Philip Yocum



A COPY OF THE OFFICIAL REGISTRATION AND FINANCIAL INFORMATION FOR THE WEST CHESTER DOWNTOWN FOUNDATION
MAY BE OBTAINED FROM THE PA DEPT. OF STATE BY CALLING (TOLL FREE WITHIN PA) 1-800-732-0999.
REGISTRATION, AS REQUIRED BY THE PA SOLICITATION OF FUNDS FOR CHARITABLE PURPOSES ACT,
DOES NOT IMPLY ENDORSEMENT. EIN#01-0641261

THE WEST CHESTER DOWNTOWN FOUNDATION IS A NON-PROFIT, 501(c)(3) ORGANIZATION.
OFFICE LOCATION: 137 NORTH HIGH STREET, WEST CHESTER, PA 19381



2024 WEST CHESTER PRESERVATION AWARDS SPONSORS

SERPENTINE

Susan & Vijay Aggarwal
Blue Dog Printing & Design
Sarah & Allen Burke
The Jean Gross Team
Diane Hammell & Ken Watterson
E. Kahn Development
McComsey Builders, Inc.
Ray & Paula Ott
Rittenhouse Builders, Inc.
A Roy Smith
Deb Sparre, RE/MAX Direct
Timlyn Vaughan Photography
Borough of West Chester

MARBLE

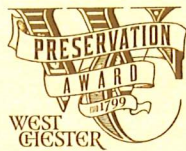
Ball & Ball
Archer & Buchanan Architecture
Arthur Hall Insurance
Bernardon, A division of Core States Group
Brandywine Valley Heating and Air Conditioning
Chester County History Center
Church Street Gallery
County Lines Magazine
Hazley Builders
R & B Restoration Carpentry
Robert & Lori Uhl
Umbreit Wilczek & Associates, PC

LIMESTONE

Jeffrey P. Burke, Esq. of MacElree Harvey LTD.
Thomas Comitta Associates, Inc. Town Planners & Landscape Architects
Krug Architects
Limoncello
Pancoast & Clifford, Inc.
Patterhn Ives
John & Barbara Spellman
Zukin Realty

BRICK

CCCF & Chester County 250 PA
M.R. Cockerham Painting Contractors
Jane E. Dorchester, Architectural Historian
Michael Galey & Rachel Kagan
Corinne & Joe Martino
Kevin & Lynn Sherlock
Allan H. Steenhusen
Visual Expansion Gallery
Michael A. Wallacavage, Realtor with James A. Cochrane Inc.
West Chester University
David Wickard
Melissa & Joshua Willson
Philip & Susan Yocum

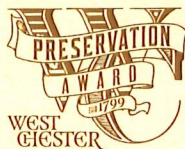


P.O. BOX 3109
WEST CHESTER, PA 19381
610-738-3350 x WWW.WCDF.ORG

2025 WEST CHESTER PRESERVATION AWARDS SPONSORSHIP OPPORTUNITIES

Award Event held on October 16, 2025
at the Chester County History Center

	BRICK \$175	LIMESTONE \$350	MARBLE \$550	SERPENTINE \$900
Tickets to award ceremony	2	3	5	10
Announced at event by WCDF President				✓
Prominent recognition in event program				✓
Recognition in event program	✓	✓	✓	✓
Name on signage throughout the event	✓	✓	✓	✓
Name listed on mailing to winners, and sponsors	✓	✓	✓	✓
Recognition on WCDF and Downtown West Chester website	✓	✓	✓	✓
Customized individual recognition on WCPA Facebook page				✓
Group recognition on WCPA Facebook page	✓	✓	✓	✓
Name listed on the card that is distributed at the Up on the Roof event in September	✓	✓	✓	✓
Name featured in next year's event invitation	✓	✓	✓	✓



P.O. Box 3109
WEST CHESTER, PA 19381
610-738-3350 ✉ WWW.WCDF.ORG

2025 SPONSOR RSVP

The West Chester Downtown Foundation (WCDF) thanks you for your support of the 2025 West Chester Preservation Awards. Please complete this form and return it with your check to the address below in order for us to ensure proper recognition for your support.

***The deadline for inclusion in printed materials is Friday, August 15, 2025.**

PLEASE SELECT ONE OF THE FOLLOWING SPONSORSHIP CATEGORIES:

- SERPENTINE SPONSOR\$900 (CHARITABLE AMOUNT: \$550)
- MARBLE SPONSOR\$550 (CHARITABLE AMOUNT: \$375)
- LIMESTONE SPONSOR\$350 (CHARITABLE AMOUNT: \$245)
- BRICK SPONSOR\$175 (CHARITABLE AMOUNT: \$105)

PLEASE TELL US WHOM TO CONTACT REGARDING YOUR SPONSORSHIP BENEFITS:

NAME

TITLE

COMPANY NAME

ADDRESS

PHONE EMAIL

PLEASE LIST YOUR NAME OR COMPANY NAME AS IT SHOULD APPEAR FOR SPONSORSHIP
RECOGNITION ON PRINTED MATERIALS:

Please make checks payable to "WCDF" and direct all calls and correspondence to:

Elizabeth McGuire
Downtown West Chester
P.O. Box 3109
West Chester, PA 19381

Email: emcguire@wcbid.com

*Please include "Preservation Awards" on the subject
line in your email message.*

Phone: 610-738-3350

Office location:
137 North High Street
West Chester, PA 19380

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 7/23/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Cumberland Marine Repair LLC

Contact Brad Tracey

Address 40 Aberdeen Road
York, PA 17406

Phone (717) 814-8141

Email repairs@cumberlandmarinerepair

Fax

Justification

WCFD Capital Project for 2025 - Rescue Boat replacement.

TOTAL AMOUNT TO BE PAID:	\$ 21,299.00
---------------------------------	---------------------

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Mark Scanlon

Digitally signed by Mark Scanlon
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,
email=firechief@west-chester.com, c=US
Date: 2025.07.23 08:35:54 -04'00'

7/23/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43013

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

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

ESTIMATE

Cumberland Marine Repair LLC
40 Aberdeen Road
York, PA 17406

repairs@cumberlandmarinerepair.co
m
+1 (717) 577-2298



Bill to

Fame Fire Company
200 E Rosedale Ave.
West Chester Pa 19382

Ship to

Fame Fire Company
200 E Rosedale Ave.
West Chester Pa 19382

Estimate details

Estimate no.: 2025-75-205

Estimate date: 06/26/2025

Expiration date: 11/06/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Z80186	Grand Raid MK2 Long Shaft I/C Valves (RED)	1	\$9,000.00	\$9,000.00
2.		MFS40AETL	Tohatsu 40 HP Long Shaft Prop motor, electric start, Tiller	1	\$6,850.00	\$6,850.00
3.		Setup	Setup and mount motor to Inflatable	1	\$500.00	\$500.00
4.		3T5B645320 PROP 40C/40D, 50D	PROP 40C/40D, 50D (11.0 DIA X 15 PITCH), BLACK	2	\$120.00	\$240.00
5.		Lettering for boat	PFBC Registration & Department Name on the boat w/ reflective lettering	1	\$550.00	\$550.00
6.		Nav Lights	Navigation lights installed on boat.	1	\$550.00	\$550.00
7.		Battery	Marine Battery, Battery box & tie downs.	1	\$200.00	\$200.00
8.		Flip Lines	(2) Red Flip lines	1	\$40.00	\$40.00
9.		MRD175	75' Water Rescue Professional Throw Bag	2	\$75.00	\$150.00
10.		Operator Handles	Custom handle for the Operator glue to the boat.	2	\$75.00	\$150.00
11.		Transom Eyelets	2 Eyelets Installed into the transom for lifting & towing	1	\$50.00	\$50.00

12.	Sliq Carabiner Red	Screw Lock Carabiner Red	2	\$12.00	\$24.00
13.	Tohatsu Fuel Line	Tohatsu Fuel Line	1	\$120.00	\$120.00
14.	6 Gallon fuel cell 3AC701771M	6 Gallon fuel cell with tie down	1	\$110.00	\$110.00
15.	Trailer 14F1000WT	Load Rite trailer w/ double bunks set for your boat	1	\$1,850.00	\$1,850.00
16.	Strap	Boat strap	1	\$15.00	\$15.00
17.	SCBA Hose Adapter	High pressure hose with SCBA adapter and flow nozzle	1	\$175.00	\$175.00
18.	Compressor Inflator	Compressor inflator for boats	1	\$75.00	\$75.00

Subtotal \$20,649.00

Shipping \$650.00

Total \$21,299.00

Expiry date 11/06/2025

Accepted date

Accepted by

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Parking Services

SUB: PURCHASE ORDER REQUEST

DATE: 7/30/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Johnson Controls

Contact Dean M. Kemp

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

Phone (302) 290-7998

Email Dean.Murray.Kemp@jci.com

Fax

Justification

Bicentennial Parking Garage - Conduit

TOTAL AMOUNT TO BE PAID:	\$ 16,250.00
---------------------------------	---------------------

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 09-44545

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

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

PROPOSAL AND SERVICE AGREEMENT

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

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

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

Scope of Work:

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

Project Details:

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

Inclusions:

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

Exclusions:

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



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

www.johnsoncontrols.com

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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17. Other Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

iv. Customer shall promptly reset the System after any activation.
v. Customer shall notify Company regarding any remodeling or other changes to the protected premises that may affect operation of the system.

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

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

F. Communication Facilities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Edwards

SUB: PURCHASE ORDER REQUEST

DATE: 8/4/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Marshall Square Park Repair Project

Contact see attached quotes

Address see attached quotes

Phone

Email

Fax

Justification

Repairs to Marshall Square Park from accident. Replace landscaping, replant, seed and mulch affected areas. Also, Fabricate, coat and install 7 sections of custom aluminum Hairpin fence to match existing.

TOTAL AMOUNT TO BE PAID:	\$ 16,385.00
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Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Donald T. Edwards Digitally signed by Donald T. Edwards
Date: 2025.08.04 15:04:58 -04'00'

Authorized Department Manager

Date

_____ Sean

Sean Metrick, Borough Manager

Date

Account # 01-43613/80

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

Notes

INVOICE

Flowers And More, Inc
813 LINCOLN AVE
WEST CHESTER, PA 19380

office@flowersandmore.biz
+1 (610) 701-9283



Bill to
The Friends of Marshall Square Park
P.O.Box 3264
West Chester, PA 19381-3264

Ship to
The Friends of Marshall Square Park
P.O.Box 3264
West Chester, PA 19381-3264

Invoice details

Invoice no.: 23389
Terms: Due on receipt
Invoice date: 07/31/2025
Due date: 07/31/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Weeding, Clean-up, property maintenance etc.	Services 7/2: install replacement shrubs and perennials as quoted: Materials and plants: \$4360 Labor: \$ 3275 Total: \$7635	1	\$7,635.00	\$7,635.00

Total **\$7,635.00**

Please mail payment to:
Flowers & More, Inc
813 Lincoln Ave
West Chester, PA 19380

Angelo & Son Iron Works, Inc

1369 Lawrence Rd
Havertown, PA 190831201
+16104462692
angelosiron@comcast.net



INVOICE

BILL TO
Marshal Square Park

INVOICE 1285
DATE 07/09/2025
TERMS Due on receipt
DUE DATE 07/09/2025

JOB NAME
Hairpin Fence Repair/Replace

DATE	DESCRIPTION	QTY	RATE	AMOUNT
	Fabricate, powder coat, and install custom aluminum Hairpin fence to match existing. Replace 7 section damaged in accident.	1	8,750.00	8,750.00

Thank you for the business.
Feel free to send payment
through the link on the email.

BALANCE DUE **\$8,750.00**

Pay invoice

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Michael Findley

SUB: PURCHASE ORDER REQUEST

DATE: 7/22/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Petroleum Traders

Contact Cassidy Thompson

Address 7120 Pointe Inverness Way PO Box 2357
Fort Wayne, IN 46801-2357

Phone (260) 469-5821

Email cthompson@petroeuumtraders.coi

Fax

Justification

For the purchase of heating oil for the wastewater department through the CCIU
Contract is from August 1, 2025 to July 31, 2026
16,000 gallons at \$2.6234 a gallon.
Combined 2025 & 2026

TOTAL AMOUNT TO BE PAID:	\$ 41,974.40
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Reference (select one) ☐ Quote ☐ SOW ☐ SA ☒ State Contract

SHIP TO:

Taylor Run WWTP
795 Downingtown Pike
West Chester, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

n/a

QUOTATION NUMBER

CCIU Contract

PAYMENT TERMS

net 30 days

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Michael Findley
Digitally signed by Michael Findley
DN: cn=Michael Findley, o=Wastewater,
ou=Borough of West Chester,
email=mfindley@west-chester.com, c=US
Date: 2025.07.22 13:52:42 -0400

7/22/2025

Authorized Department Manager

Date

Sean

Sean Metrick, Borough Manager

Date

Account # 08-45705/08

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

School & Municipality	Fuel Category	Delivery Size	Firm / Floating	Awarded Vendor	Locked In Amount	Gallons	Total Amt & Estimated Fixed Amount	Approved By:
Avon Grove	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	125,000	303,512.50	Dan Carsley
Avon Grove	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	500	1,187.50	Dan Carsley
CCU	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	5,000	11,561.00	Joe Lubitsky
Coatesville School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	234,817	570,159.16	Joanne Frank
Coatesville School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	6,000	15,740.40	Joanne Frank
Downingtown Borough	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	20,000	52,878.00	Lori Wise
Downingtown Borough	Unleaded Plus	Greater than 2,500	Firm	Petroleum Traders	\$2,3014	29,000	66,740.60	Lori Wise
Downingtown School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	338,000	820,697.80	Mike DeAngelis
Downingtown School District	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	48,000	114,000.00	Mike DeAngelis
Downingtown School District	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	20,000	46,244.00	Mike DeAngelis
East Brandywine Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	4,000	10,575.60	Matthew Vanlew
East Brandywine Township	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	12,000	25,774.80	Matthew Vanlew
East Fallowfield Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	2,900	7,667.31	Scott Swichar
East Fallowfield Township	Unleaded	Less than 2,500	Firm	Petroleum Traders	\$2,3551	4,000	9,420.40	Scott Swichar
East Fallowfield Township	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	75,000	182,107.50	Dustin Zappone
Great Valley School District	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	1,000	2,375.00	Dustin Zappone
Great Valley School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6600	2,500	6,650.00	Dustin Zappone
Great Valley School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	19,000	40,810.10	Dustin Zappone
Kennett School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	40,000	97,124.00	Mark Tracy
Kennett Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	5,000	13,219.50	Denise Serino
Kennett Township	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	11,500	26,590.30	Denise Serino
Malvern Borough	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	800	2,115.12	Walt Davis
Malvern Borough	Unleaded Plus	Less than 2,500	Firm	Petroleum Traders	\$2,5616	7,500	19,212.00	Walt Davis
New London Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	2,200	5,771.48	No Response
Octorara	Unleaded	Less than 2,500	Firm	Petroleum Traders	\$2,3551	18,000	42,391.80	Scott Dornowicz
Octorara	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$0.0000	0	0.00	Scott Dornowicz
Owen J. Roberts	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	140,000	339,934.00	Jackie Krumrine
Owen J. Roberts	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	14,000	33,250.00	Jackie Krumrine
Owen J. Roberts	Unleaded	Less than 7,000	Firm	Petroleum Traders	\$3,0361	900	2,732.49	Jackie Krumrine
Owen J. Roberts	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	Jackie Krumrine
Oxford School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	130,000	315,653.00	Brian Cooney
Oxford School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	Brian Cooney
Phoenixville Borough	Unleaded	Less than 7,000	Firm	Petroleum Traders	\$3,0361	2,585	7,848.32	No Response
Phoenixville Borough	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	4,500	11,805.30	No Response
Phoenixville School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	65,000	157,826.50	Jeremy G. Melber
Phoenixville School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6600	1,200	3,192.00	Jeremy G. Melber
Phoenixville School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	65,000	139,613.50	Jeremy G. Melber
Tredyffrin/Eastown	2% Bio Diesel Fuel	Greater than 7,000	Firm		\$0.0000	0	0.00	Art McDonnell
Tredyffrin/Eastown	2% Bio Diesel Fuel	Less than 7,000	Firm		\$0.0000	0	0.00	Art McDonnell
Unionville/Chadds Ford	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	70,000	169,967.00	James Whitesel
Unionville/Chadds Ford	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	2,400	6,345.36	James Whitesel
Unionville/Chadds Ford	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	36,000	85,500.00	James Whitesel
Unionville/Chadds Ford	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	James Whitesel
Uwchlan Township	2% Bio Diesel Fuel	Less than 7,000	Firm		\$0.0000	0	0.00	Katie Churchill
Uwchlan Township	Unleaded	Greater than 2,500	Firm		\$0.0000	0	0.00	Katie Churchill

School & Municipality	Fuel Category	Delivery Size	Firm / Floating	Awarded Vendor	Locked In Amount	Gallons	Total Amt & Estimated Fixed Amount	Approved By:
West Chester Area School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	270,000	655,587.00	John Scully
West Bradford Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	20,000	52,878.00	Scott Andress
West Brandywine Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	18,000	47,590.20	Bonnie T. Lucy
West Whitecland Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	9,600	25,381.44	Marty Topham
Willistown Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	7,000	18,507.30	William R. Hagan
West Chester Borough	USLD, Dyed	Less than 7,000	Firm	Petroleum Traders	\$3,0361	200	607.22	No Response
West Whitecland Township	USLD, Dyed	Less than 7,000	Firm	Petroleum Traders	\$3,0361	500	1,518.05	Marty Topham
Willistown Township	USLD, Dyed	Less than 7,000	Firm	Petroleum Traders	\$3,0361	200	607.22	William R. Hagan
Willistown Township	Unleaded	Less than 2,500	Firm	Petroleum Traders	\$2,3551	17,000	40,036.70	William R. Hagan
West Chester Area School District	Unleaded Plus	Less than 2,500	Firm	Petroleum Traders	\$2,5616	25,000	64,040.00	John Scully
West Bradford Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	3,000	7,870.20	Scott Andress
West Brandywine Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	2,500	6,558.50	Bonnie T. Lucy
West Chester Borough	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	16,000	41,974.40	No Response
West Vincent Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	1,200	3,148.08	Kathryn Shillenn
West Whitecland Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	450	1,180.53	Marty Topham
Willistown Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	2,400	6,296.16	William R. Hagan
West Bradford Township	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	2,000	4,624.40	Scott Andress
West Brandywine Township	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	14,000	32,370.80	Bonnie T. Lucy
West Chester Area School District	2% Bio Diesel Fuel	Less than 7,000	Firm			0	0.00	John Scully
West Vincent Township	2% Bio Diesel Fuel	Less than 7,000	Firm			0	0.00	Kathryn Shillenn
							4,972,280.54	

School & Municipality	Fuel Category	Capacity	Firm / Floating	Awarded Vendor	Locked In Amount	Gallons	Total Amount	Approved By
CCU	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	2,000	2,650.00	Joe Lubitsky
East Brandywine Township	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	9,000	11,925.00	Matthew VanLew
Kennett Township	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	5,600	7,420.00	Denise Serino
Owen J. Roberts	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	15,000	19,875.00	Jackie Krumrine
Phoenixville Borough	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	3,100	4,107.50	No Response
Unionville/Chadds Ford	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	9,000	11,925.00	James Whitesel
West Bradford Township	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	3,000	3,975.00	Scott Andress
West Bradford - Fire Department	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	4,000	5,300.00	Jack Law
West Brandywine Township	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	4,500	5,962.50	Bonnie
West Chester Area School District	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	28,000	37,100.00	John Scully
West Vincent Township	Propane	Tank	Firm	Wilson of Wallingford	\$1,3250	1,200	1,590.00	Kathryn Shillenn
					Total Gallons	84,400	\$111,830.00	

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Michael Findley

SUB: PURCHASE ORDER REQUEST

DATE: 7/29/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Usalco

Contact Anja Doyle

Address 2601 Cannery Avenue
Baltimore, MD 21226

Phone (410) 354-0100

Email www.usalco.com

Fax (410) 918-2240

Justification

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

TOTAL AMOUNT TO BE PAID:	\$ 12,835.20
---------------------------------	---------------------

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

SHIP TO:

Taylor Run WWTP
795 Downingtown Pike
West Chester, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

included

QUOTATION NUMBER

14888-2

PAYMENT TERMS

net 30 days

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Michael Findley

Digitally signed by Michael Findley
DN: cn=Michael Findley, o=Wastewater,
ou=Borough of West Chester,
email=mfindley@west-chester.com, c=US
Date: 2025.07.29 06:36:10 -0400

7/29/2025

Authorized Department Manager

Date

Sean

Sean Metrick, Borough Manager

Date

Account # 08-45728/08

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

Notes



USALCO

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

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

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

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

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

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

Terms & Conditions

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

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

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

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 8/4/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Watchkeep

Contact Jess Habin

Address Watchkeep
320 Penn Avenue
West Reading, PA 19611

Phone (610) 628-3676

Email jhain@fraser-ais.com

Fax

Justification

Managed Service Agreement: MNS36 -- PACOSTARS 001-029
36month Service Agreement
REMOTE MONITORING & MANAGEMENT

TOTAL AMOUNT TO BE PAID:	\$ 17,950.26
---------------------------------	---------------------

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

DR-44548

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

William Mann

Digitally signed by William Mann
Date: 2025.08.05 07:51:53
+04'00'

8/4/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45659/70

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

Bill To:
BOROUGH OF WEST CHESTER Attn: ACCOUNTS PAYABLE 401 EAST GAY STREET WEST CHESTER, PA 19380 United States

Date	Invoice
08/01/2025	DR-44548
Account	
BOROUGH OF WEST CHESTER	

Terms	Due Date		PO#	
Net 10 Days	08/11/2025	4772	Semi-Annual Billing - August through December	

Other Charges	Amount
Billable Other Charges	
DISASTER RECOVERY AGREEMENT YR 3	\$17,950.26
Downpayment Invoice	
Total Other Charges:	\$17,950.26
PLEASE NOTE THE REMIT ADDRESS HAS CHANGED Make checks payable to Watchkeep Invoice payment is due within 30 days. Please be advised that we will charge 1.5% interest per month on late invoices.	Invoice Subtotal: \$17,950.26
	Sales Tax: \$0.00
	Invoice Total: \$17,950.26
	Payments: \$0.00
	Credits: \$0.00
	Balance Due: \$17,950.26



We have prepared a quote for you

DRaaS Expansion

Quote # JC000225
Version 5

Prepared for:

BOROUGH OF WEST CHESTER

William Mann
wmann@west-chester.com

Products

Description	Price	Qty	Ext. Price
DATTO SIRIS 5 - MD/LG BUSINESS APPLIANCE - 24TB Appliance is Expandable to 36TB	\$0.00	1	\$0.00
DISPLACEMENT PROF. SERVICES - DATTO 24TB Setup, Configuration and Deployment of New Datto Appliance	\$1,240.00	1	\$1,240.00
Subtotal:			\$1,240.00

Semi-Annual Cost

Product Details	Recurring	Qty	Ext. Recurring
DISASTER RECOVERY AGREEMENT - 24TB 36-Month Agreement with Infinite Cloud Retention	\$16,596.00	1	\$16,596.00
Semi-Annual Subtotal:			\$16,596.00
Subtotal:			\$16,596.00



PA COSTARS Member Number: 001-029

DRaaS Expansion

**Prepared by:****Watchkeep**

Jim Carlucci
610-378-0102 ext. 404
jcarlucci@watchkeep.com

Prepared for:**BOROUGH OF WEST CHESTER**

401 EAST GAY STREET
WEST CHESTER, PA 19380
William Mann
(610) 842-2949
wmann@west-chester.com

Quote Information:**Quote #: JC000225**

Version: 5
Delivery Date: 12/08/2022
Expiration Date: 12/30/2022

Quote Summary

Description	Amount
Products	\$1,240.00
Semi-Annual Cost	\$16,596.00
Total: \$17,836.00	

Semi-Annual Expenses Summary

Description	Amount	
Semi-Annual Cost	\$16,596.00	
Semi-Annual Total:		\$16,596.00

By signing below, Client acknowledges, represents, and warrants that it has read and agree to the terms and conditions in the documents listed below, which are incorporated herein by reference. The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s). This Order supersedes all prior negotiations, proposals, orders, agreements and communication between the parties regarding Provider's Services.

The documents, incorporated in this agreement, are subject to change at Provider's discretion. You should review the Attachments prior to entering into the ordering document for the applicable Services.

Master Service Agreement (MSA)

Service Attachment for Managed Services

Service Attachment for BDR Services

Service Attachment for Cloud Services

Data Processing Agreement

Schedule of Third Party Services

Watchkeep

BOROUGH OF WEST CHESTER

Signature: Jim Carlucci
Name: Jim Carlucci
Title: Technical Account Manager
Date: 12/08/2022

Signature: William Mann
Name: William Mann
Date: 12/21/22

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 8/4/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Watchkeep

Contact Jess Habin

Address Watchkeep
320 Penn Avenue
West Reading, PA 19611

Phone (610) 628-3676

Email jhain@fraser-ais.com

Fax

Justification

Managed Service Agreement: MNS36 -- PACOSTARS 001-029
36month Service Agreement
REMOTE MONITORING & MANAGEMENT

TOTAL AMOUNT TO BE PAID:	\$ 6,308.28
---------------------------------	--------------------

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

MNS-44549

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

William Mann

Digitally signed by William Mann
Date: 2025.08.05 07:57:08
+04'00'

8/4/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45659/70

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

Bill To:
BOROUGH OF WEST CHESTER Attn: ACCOUNTS PAYABLE 401 EAST GAY STREET WEST CHESTER, PA 19380 United States

Date	Invoice
08/01/2025	MNS-44549
Account	
BOROUGH OF WEST CHESTER	

Terms	Due Date		PO#	
Net 10 Days	08/11/2025	4773	Semi-Annual Billing - August through December	

Other Charges	Amount
Billable Other Charges	
Managed Service Agreement: MNS36	\$6,308.28
HELP DESK MANAGED SERVICE PER USER - YR 3 QT: 9 Users	
ANTI VIRUS MANAGEMENT	\$0.00
REMOTE MONITORING & MANAGEMENT	\$0.00
Downpayment Invoice	
Total Other Charges:	\$6,308.28
PLEASE NOTE THE REMIT ADDRESS HAS CHANGED Make checks payable to Watchkeep Invoice payment is due within 30 days. Please be advised that we will charge 1.5% interest per month on late invoices.	Invoice Subtotal: \$6,308.28
	Sales Tax: \$0.00
	Invoice Total: \$6,308.28
	Payments: \$0.00
	Credits: \$0.00
	Balance Due: \$6,308.28

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 8/6/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor WCFD Capital ATV Project - Multiple Vendors

Contact

Address

Phone

Email

Fax

Justification

This is an ATV purchase as part of a Capital Project for the WCFD. Multiple vendors are involved in this project, each quote is attached. ATV - \$27,213.29 - Little's Downingtown; Trailer - \$5,588.11 TD Trailers; Emergency Lighting/Siren - \$5,353.00 - Tony's Emergency Service; Radios - \$2,954.28 - Metro; Pump/EMS Skid \$10,560.00 - Kimtek; Painting \$958.00 - Copperhead; Letting - \$650.00 - Artist; Chain Saw - 959.98 - Littles; Hand Tools - \$824.73 - MES; Brush Gear - \$16003.60 MES;

TOTAL AMOUNT TO BE PAID:	\$ 71,064.99
---------------------------------	---------------------

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Mark Scanlon

Digitally signed by Mark Scanlon
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,
email=frechief@west-chester.com, c=US
Date: 2025.08.07 08:28:05 -0400

8/7/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43013

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Notes

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

State contract program

Trailer	\$ 5,588.11	TD TRAILERS
John Deere	\$ 27,213.29	LITTLE'S
Lighting / Siren	\$ 5,353.00	TOWNS EMER SER
Metro / Radio	\$ 2,954.28	MR. MURPHY
Pump/EMS Skid	\$ 10,560.00	Kimtek - Combo Quote
Painting	\$ 958.00	Copperhead
Lettering	\$ 650.00	ARTIST
Chain Saws	\$ 959.98	LITTLE'S
MES - Hand tools	\$ 824.73	MES
MES - Brush Gear	\$ 16,003.60	MES
Subtotal	\$ 71,064.99	
Total Budget	\$ 72,000.00	
Over / Under Budget	\$ 935.01	

→ COSTARS

→ COSTARS

→ COSTARS

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: WC Finance Dept.

FROM: WC Parks and Rec

SUB: PURCHASE ORDER REQUEST

DATE: 8/8/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Great Lakes Recreation - DBA Boyce Recreation

Contact Steve Hill

Address PO Bxo 295
Zeeland, MI 49464

Phone (215) 740-9859

Email stevehill@boycerec.com

Fax

Justification

payment for new playground equipment and installation at Horace Pippin Park.
Costars

TOTAL AMOUNT TO BE PAID:	\$ 65,386.00
---------------------------------	---------------------

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

SHIP TO:

Great Lakes Recreation - DBA Boyce
Recreation
PO Bxo 295
Zeeland, MI 49464

BILL TO:

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

SHIP METHOD & PRICING

standard

QUOTATION NUMBER

6802

PAYMENT TERMS

after installation

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Keith A. Kurowski Digitally signed by Keith A.
Kurowski
Date: 2025.08.08 09:23:14 -04'00'

8/8/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # CAP PROJECT

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Notes

Processing Initials _____

Great Lakes Recreation- DBA Boyce Recreation

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



Estimate

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

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

ESTIMATE 6802
DATE 08/07/2025
EXPIRATION 08/12/2025
DATE

REP NAME
Steve Hill

*Approved @
P.W. Committee
Finance Committee
Council*
*OK KAK
CAP Project*
July '25

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

Tax Exempt/Resale Certificate Required. Initial _____.

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

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

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

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

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

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

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

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

Name and email address where invoice should be sent _____.

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

SUBTOTAL	65,386.00
TAX	0.00
TOTAL	<u><u>\$65,386.00</u></u>

Accepted By

Accepted Date

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Edwards

SUB: PURCHASE ORDER REQUEST

DATE: 5/1/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Signal Service

Contact Bill Dunn

Address
1020 Andrew Drive
West Chester, PA 19380

Phone (610) 429-8073

Email

Fax

Justification

Traffic Signal Opticom Preemption card, preemption detector, cables and indicator beacon.

TOTAL AMOUNT TO BE PAID:	\$ 16,930.00
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Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Donald T. Edwards

Digitally signed by Donald T.
Edwards
Date: 2025.07.07 08:42:57 -04'00'

Authorized Department Manager

Date

_____ Sean

Sean Metrick, Borough Manager

Date

Account # 15-43331/15

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Notes

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

SIGNAL SERVICE

1020 Andrew Drive
West Chester, PA 19380
Phone: (610) 429-8073
(800) 851-0606
Fax: (610) 429-8076



QUOTE # 050125-01

Date: May 1, 2025
To: West Chester
Don Edwards
For: Various Intersections
Preemption Repairs

TRAFFIC SIGNAL MAINTENANCE PROFESSIONALS

COSTARS #0000482340

WE USE OUR GOD GIVEN ABILITIES TO PROVIDE OUR CUSTOMERS
WITH A LEVEL OF SERVICE THAT IS SECOND TO NONE.

Prepared By: Bill Dunn
Service Manager
(610) 429-8073

ITEM	QTY	UNIT	DESCRIPTION	UNIT PRICE	EXT PRICE
A	19	EA	Emtrac Preemotion Detector	\$ 664.00	\$12,616.00
B	1	EA	Emtrac Preemption Card	\$ 3,264.00	\$3,264.00
C	5	EA	Preemotion Indicator Beacon	\$ 10.00	\$50.00
D	1000	FT	Preemption Cable	\$ 1.00	\$1,000.00
				TOTAL:	\$16,930.00

NOTES:

Labor and equipment to install this material is not included in this quote and will be billed at contract rates if approved.

X: _____

F.O.B. - Shipping Point	[]	SHIPMENT - Based upon today's conditions,	Terms: Net 30 days, subject to credit approval.
F.O.B. - Shipping Point			
with transportation		can be made within _____ after	Unless otherwise stated, applicable State and
allowed to dest.	[X]	receipt of your order.	Local taxes are not included.
F.O.B. Destination	[]		

Signal Service retains title to material until paid in full



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

Memorandum

To: Sean Metrick, Borough Manager

From: Don Edwards, Public Works Director

Date: November 7, 2024

Re: 2025 Traffic Signal Maintenance

We received one bid for 2025 traffic signals maintenance from Signal Service. Attached is the bid tabulation. Signal Service is our incumbent contractor.

We reviewed the Signal Service's documents and the bid is responsive. We recommend that a contract be awarded to Signal Service for the unit prices shown in the bid tabulation.

DTE:dte

**Borough of West Chester
2025 Traffic Signals Maintenance
Bid Analysis**

<u>No.</u>	<u>Description</u>	<u>Qty.</u>	<u>Unit</u>	Signal Service	
				<u>UnitPrice</u>	<u>TotalCost</u>
1	Signal Technician	1	Hour	\$ 75	\$ 75
2	Signal Mechanic	1	Hour	\$ 45	\$ 45
3	Equipment Operator	1	Hour	\$ 75	\$ 75
4	Foreman	1	Hour	\$ 90	\$ 90
5	Service Vehicle	1	Hour	\$ 55	\$ 55
6	Bucket Truck	1	Hour	\$ 55	\$ 55
7	Crane/Ladder Truck	1	Hour	\$ 70	\$ 70
8	Auger Truck	1	Hour	\$ 70	\$ 70
9	Backhoe	1	Hour	\$ 50	\$ 50
10	Dump Truck	1	Hour	\$ 35	\$ 35
11	Compressor	1	Hour	\$ 25	\$ 25
12	Earth Trencher	1	Hour	\$ 30	\$ 30
13	Wheel Trencher	1	Hour	\$ 100	\$ 100

BOROUGH OF WEST CHESTER



Finance Department Use Only
Purchase Order Number

PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 6/23/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor 10-8 Emergency Vehicle Services

Contact Scott Knorr

Address 501 B East Main Street
New Holland, PA 17557

Phone (717) 354-9221

Email service@10-8evs.net

Fax

Justification

Compartment damage occurred in 2024, although due to budget funds, the truck could not be repaired until 2025. The way the truck was speced and constructed in 2012, it had to be repaired at a Custom/Sparton Fire Truck approved repair center. The unit needed repaired due to the cabinet door not closing and securing properly due to the damages.

TOTAL AMOUNT TO BE PAID:	\$ 11,293.36
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Reference (select one) ☐ Quote ☐ SOW ☐ SA ☒ State Contract

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Mark Scanlon

Digitally signed by Mark Scanlon
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,
email=firechief@west-chester.com, c=US
Date: 2025.06.23 10:30:24 -04'00'

6/23/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43720

P.O. RECEIVED

MAT. RECEIVED

P.O. FORWARDED

FINANCE DEPARTMENT ONLY

Budget Approval Yes ☐ No ☐

Notes

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials _____

10-8 Emergency Vehicle Service

501B East Main Street
 New Holland, PA 17557
 service@10-8evs.net
 717-354-9221

Invoice: **INV-42530**Date: **6/20/2025****Bill To**

West Chester, Borough of
 401 E GAY ST
 WEST CHESTER, PA 19380

Remit Payment To

10-8 Emergency Vehicle Service
 501B East Main Street
 New Holland, PA 17557

Service Order	Terms	Due Date	Authorizer	Customer PO	Unit #
SO-3417	Net 30	7/20/2025			Custom Fire Air Light 52

Item	Description	Quantity	Rate	Amount
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Complaint: Remove all damaged roll up door components as needed. Prime and paint.

Remove all damaged rub rails as needed and replace.

Remove slide master slide out and replace if needed.

Remove damaged wheel chock holders and replace.

Remove damaged Stainless steel compartment sills and replace.

Remove and cut-out damaged compartment floor and bottom support plates where needed and replace.

Cause: Customer request

Labor	Correction:			\$5,945.00
	Chassis / Chassis / Remove all damaged roll up door components as needed.			
	Prime and paint.			
	Remove all damaged rub rails as needed and replace.			
	Remove slide master slide out and replace if needed.			
	Remove damaged wheel chock holders and replace.			
	Remove damaged Stainless steel compartment sills and replace.			
	Remove and cut-out damaged compartment floor and bottom support plates where needed and replace.			
Parts	Rub Rail, External, 93"	1.00000	\$255.51	\$255.51
Parts	Rub Rail End Caps	2.00000	\$204.16	\$408.32
Parts	Tool Mount Chock Holder, 44"	2.00000	\$216.17	\$432.34
Parts	REPLACEMENT FOR 2012 CUSTOM S/N 33781	1.00000	\$976.47	\$976.47
	STANDARD SLAT SHOES			
	STANDARD BODY TYPE			
	FINISH PAINTED PAINT CODE TBD			
	KEYLOCKING T001			
	BTM TYPE BH-0002			
	BOTTOM AND STAINLESS STEEL LIFTBAR			
	NAMEPLATE TYPE FLAT			
	AMDOR NAMEPLATE			
	OPENING WIDTH 49			

Item	Description	Quantity	Rate	Amount
Parts	REPLACEMENT FOR 2012 CUSTOM S/N 33783 STANDARD SLAT SHOES STANDARD BODY TYPE FINISH PAINTED PAINT CODE TBD KEYLOCKING T001 BTM TYPE BH-0002 BOTTOM AND STAINLESS STEEL LIFTBAR NAMEPLATE TYPE FLAT AMDOR NAMEPLATE OPENING WIDTH 38	1.00000	\$781.16	\$781.16
Parts	Paint ROM Door parts	1.00000	\$831.42	\$831.42
Parts	12 GA 3042B SS sheet/Ft.	4.73000	\$29.64	\$140.20
Parts	16 GA 304 #8 polish Ss steel/sq ft	2.02000	\$31.72	\$64.07
Parts	Fabrication	6.00000	\$210.00	\$1,260.00
Parts	Miscellaneous Welding Supplies	1.00000	\$40.00	\$40.00
Subtotal				\$11,134.49

Unit: Custom Fire Air Light 52 (Spartan Cab) **VIN:** 4B7CY2D99C0075256

License Plate: [REDACTED]

2012 Custom Fire Build

Chassis: 16,270 Miles

Labor	\$5,945.00
Parts	\$5,189.49
Shop Supplies	\$158.87
Pre-Charge Subtotal	\$11,293.36
Exempt (0% of \$0.00)	\$0.00
Total	\$11,293.36
Payments & Credits	\$0.00
Balance Due	\$11,293.36

Any warranties on the products sold hereby are those made by the manufacturer. The seller name hereon, hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sales of said products or repairs.

TERMS: NET 30 DAYS. After 30 days a 1.5% Finance Charge will be added per month, which equals 18% annually. A 3% credit card processing fee will be applied to all credit card transactions. A 1% ACH Convenience Fee will be applied to all ACH transactions.

Customer Signature: _____

Printed Name: _____ **Date:** _____

BOROUGH OF WEST CHESTER

Finance Department Use Only
Purchase Order Number

5280



PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Sean Mitchell

SUB: PURCHASE ORDER REQUEST

DATE: 2/6/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor Pennoni Associates Inc.

Contact Micahel Ellis

Address 158 W. Gay St.
Suite 300
West Chester, PA 19380

Phone (610) 429-8907

Email MEllis@pennoni.com

Fax

Justification

Engineering services proposal for the Goose Creek sanitary sewer upgrade: Phases 1 & 2 Design, PADEP WQM permit application and Phase 1 Bid & construction phase.

TOTAL AMOUNT TO BE PAID:	\$ 156,500.00
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Reference (select one) ☒ Quote ☐ SOW ☐ SA ☐ State Contract

SHIP TO:

Goose Creek WWTP
351 Snyder Ave.
West Chester, PA 19382

BILL TO:

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

SHIP METHOD & PRICING

N/A

QUOTATION NUMBER

WCHBO00038P

PAYMENT TERMS

Net 30 from invoices

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Sean Mitchell
Digitally signed by Sean Mitchell
DN: cn=Sean Mitchell, o=Borough of West
Chester, ou, email=smitchell@west-chester.com,
c=US
Date: 2025.02.06 09:13:31 -05'00'

2/6/2025

Authorized Department Manager

Date

 Digitally signed by Sean Metrick
Date: 2025.02.20 11:48:59
-05'00' Sean

2/20/2025

Sean Metrick, Borough Manager

Date

Account # 08-43013/08

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

FINANCE DEPARTMENT ONLY approved by BC on 2/19/2025

Budget Approval Yes ☐ No ☐

Notes

Budget Available Yes ☐ No ☐

Support Complete Yes ☐ No ☐

Exempt Support Yes ☐ No ☐

Processing Initials **Barbara Lionti**
Digitally signed by Barbara Lionti
DN: cn=Barbara Lionti, o, ou,
email=blionti@west-chester.com,
c=US
Date: 2025.02.20 09:58:49 -05'00'



February 5, 2025

WCHBO00038P

West Chester Borough

Attn: Sean Mitchell, Sewer Director
401 East Gay Street
West Chester, PA 19380
SMitchell@west-chester.com

**RE: Proposal for Engineering Services
Goose Creek Sanitary Sewer Upgrade: Phases 1 & 2 Design and Phase 1 Bid & Construction Phase**

Dear Mr. Mitchell:

Pennoni is pleased to submit the following proposal to West Chester Borough for design, permitting, bid, and construction phase services for initial phases of the sanitary sewer gravity pipe upgrades in the Goose Creek Collection System.

Background

Pennoni performed a hydraulic study of a portion of the Goose Creek Collection System to assess the sanitary sewer pipe capacities of several pipe runs along Franklin Street, Union Street, Fasnaught Alley, Magnolia Street, and Maple Alley that exceed their gravity conveyance capacity during existing peak wet weather flows. In the study report, dated January 24, 2024, we evaluated several sanitary sewer capacity improvement alternatives and provided a recommendation to eliminate existing capacity issues within this specific portion of the sewer system and to provide adequate future capacity.

The recommended solution is a three-phased approach to eliminate surcharging within this portion of the Goose Creek sanitary sewer basin:

- Phase 1 consists of upgrading four pipe runs from manhole 608 to manhole 626 (referenced from the Borough's previous manhole numbering scheme) from 12-inch to 21-inch diameter. These pipes are in Maple Alley between Lacey Street and Linden Street.
- Phase 2 consists of upgrading four additional upstream pipe runs from manhole 621 to manhole 608 from 12-inch to 21-inch diameter. These pipes are in Fasnaught Alley and Magnolia Street between E. Union Street and Lacey Street.
- Phase 3 consists of a new pump station near Cedar Alley with a force main to divert flows upstream of existing manhole 47 at the intersection of S. Franklin Street and Cedar Alley to existing manhole 92 at the intersection of Cedar Alley and S. Matlack Street.

A potential 4th phase was also identified for future consideration to remove an aboveground sanitary sewer main that runs through a Goose Creek culvert along E. Union Street, but that is not being pursued at this time since it is not considered necessary for sanitary sewer capacity.

This proposal is for the design of Phase 1 and Phase 2 and for bid and construction services for Phase 1. Pennoni assisted the Borough with obtaining a \$750,000 Local Share Account (LSA) grant, which was awarded in October 2024, for these Phase 1 improvements. The budgetary cost opinion for Phase 1, including engineering and construction, is \$1,307,000.

Phase 2 is planned to be constructed via separate construction contract after Phase 1. Therefore, bid and construction phase services for Phase 2 will be proposed by Pennoni in the future under a separate proposal. However, Phase 2 is proposed to be designed as part of this current proposal to ensure compatibility with the Phase 1 improvements, take advantage of economies in the associated investigations and design, to strengthen the potential for upcoming grant opportunities by having a shovel-ready Phase 2 project for grant applications, and to be able to initiate construction quickly when funding becomes available. Scope of Services Task 1 through 4 as described hereafter will therefore cover the design of both phases now, and only limited updates to the plans and specifications are expected to be necessary in the future for Phase 2 bidding and construction.

Phase 3 is planned to occur after the construction of Phase 1 and Phase 2, if additional capacity becomes necessary in that upstream part of the sewage basin. As such, a separate proposal for all Phase 3 services can be provided at a later date.

Scope of Services

Pennoni will provide the following Scope of Services:

1. UTILITY LOCATING

Utility locating services will be performed by Blood Hound as a subcontractor to Pennoni. Underground utilities identified in the Phases 1 and 2 roadway corridor via PA One Call will be located and marked out by Blood Hound. Pennoni will have a representative on-site part-time during Blood Hound's locating work. We will provide traffic control during the utility locating. Our fee estimate is based upon 24 hours (3 days) of field locating.

We assume no test pits will be required.

2. SANITARY SEWER TV INSPECTION

Pennoni will commission a subcontractor to televise the existing sewers from manhole 621 to manhole 626 in order to identify the location of all existing laterals for design of reconnections to the upgraded sewers. Immediate upstream and downstream sewers will also be televised for lateral location and bypass pumping design purposes, consisting of manhole 97 to manhole 1 on E. Union Street, manhole 90 to manhole 60 on Magnolia Street, manhole 106 to manhole 9078 on Lacey Street, manhole 9080 to manhole 762 on E. Nields Street, and manhole 236 to manhole 238 on Linden Street. The subcontractor will provide electronic copies of the videos. Pennoni will have a representative on-site part-time during the televising work. We will provide traffic control during the televising work. Our fee estimate is based upon 24 hours (3 days) of TV inspections.

We assume that no pipe cleaning or bypass pumping will be required for the TV inspections.

3. TOPOGRAPHIC AND EXISTING CONDITIONS SURVEY

Pennoni will perform a field topographic and existing conditions survey of the Phase 1 and 2 roadway corridor from manhole 621 to manhole 626. We will survey Blood Hound's marked-out utilities, any PA One Call utility markouts, and existing conditions and topography within the associated roads for a distance up to 10-15 feet beyond the edge of road pavement. The survey will include rim and invert elevations of accessible storm sewer inlets and manholes and of accessible sanitary sewer manholes, poles, trees, fences, building corners, and edge of driveways.

We assume that we will not need to provide separate traffic control for the survey – that our survey can be coordinated with Blood Hound's traffic control, and any additional limited traffic control that may be needed can be provided by the Borough.

We will prepare an existing conditions plan of the Phases 1 and 2 roadway corridor. Right-of-way and property lines will be obtained from County GIS data. We assume that deed research and property boundary surveys will not be required.

4. DESIGN AND PERMITTING

A. Plans and Project Documents

1. Pennoni will prepare one construction plan set including both Phase 1 and Phase 2 upgrades, anticipated to consist of a cover sheet, overall site reference plan, one existing site plan sheet per road block including existing pavement markings, one proposed site plan sheet per road block with profiles, road restoration plan, traffic control/detour plan, bypass pumping notes, and construction details and notes.

We assume that the roads in which work is performed can be closed to traffic for their full width during construction hours and that only limited detour plans and signage will be required. We also assume that no PennDOT permitting or PennDOT approval of a detour route will be required.

2. We will prepare bid documents including general conditions and technical specifications, which will be applicable for current use in Phase 1 construction contracting and will also be applicable for future use in Phase 2 construction contracting. Separate unit price bid forms will be prepared for Phases 1 and 2.
3. Pennoni will prepare separate Engineer's Opinion of Probable Construction Costs for Phases 1 and 2.

B. PADEP Water Quality Management (WQM) Permit Application

1. Pennoni will prepare and submit a WQM permit application to Pennsylvania Department of Environmental Protection (PADEP) if required by PADEP. The application will include both Phase 1 and Phase 2 sewer upgrades. We anticipate the application fee will be \$2,500 for a new permit for a "sewer extension". Pennoni will pay the application fee.

C. Meetings

1. We will attend four design/review meetings with the Borough, expected to be one review meeting after each of the 60% and 90% submissions and two interim meetings.

5. PHASE 1 BID ASSISTANCE

Pennoni will provide bid services for the Phase 1 upgrades. We will prepare the bid advertisement, administer the solicitation on the PennBID website, conduct one pre-bid meeting, respond to questions from prospective bidders, prepare addenda, conduct the bid opening, review bid results, review bidders' qualifications and Responsible Contractor Ordinance compliance, prepare a bid tabulation, and provide an award recommendation. We will also attend one public Public Works Committee meeting and one Council meeting to present the bid results and award recommendation. Our fee estimate is based upon 55 hours of effort for bid assistance.

6. PHASE 1 CONSTRUCTION PHASE SERVICES

Pennoni will provide the following construction phase services to administer the construction contract, provide office engineering support, and perform inspections. We have allocated 116 hours for the engineering support services and 158 hours for field inspections in our fee estimate.

- A. Construction contract document preparation, review, and execution by all parties.
- B. Prepare a Construction Issue plan set if there are changes to the bid plans during or after the solicitation period.
- C. Conduct a pre-construction meeting.
- D. Review and respond to RFIs, review material shop drawings, review construction submittals for bypass pumping and traffic control plans, coordinate schedules and status updates with the contractor and the Borough, review as-built plans, and provide other requested engineering construction administration services.

- E. Perform near full-time on-site construction observation during pipe and manhole installation and permanent paving. Our fee estimate is based upon 6 hours/day of inspection time for a 4-week construction duration.
- F. Review payment applications, certified payrolls, and closeout documents from the contractor.
- G. Prepare as-built plans in CAD based upon survey data and redlines provided by the contractor, and provide as-built plans to the Borough in CAD and PDF formats.

Assumptions

In addition to assumptions noted above, this proposal is based upon the following assumptions:

1. No easements will be required. Pennoni can provide a separate proposal to prepare easements if any are determined to be necessary during the course of the project.
2. The only required permit is the PADEP Water Quality Management Permit.
3. Grant coordination and reimbursement activities are not included for existing grants or for application of any future grants.

Deliverables

Pennoni will provide 60%, 90%, and Final PDF submissions to the Borough for review. All submissions will include plan sheets. The bid document, specifications, and Engineer's Opinion of Probable Construction Costs will be provided in the 90% and Final submissions. Pennoni will provide a signed and sealed plan set with the Final submission.

Schedule

Performance of services will commence upon receipt of Notice to Proceed. We anticipate the following tentative schedule with estimated milestone durations and dates.

	MILESTONE	ESTIMATED DATE
DESIGN	Notice to Proceed	Late-February 2025
	Sanitary Sewer TV Inspection	March 2025
	Utility Locating	March 2025
	Field Survey	March 2025
	60% Submission	April 18, 2025
	60% Review Meeting	April 25, 2025
	90% Submission (±3 weeks after 60% meeting)	May 16, 2025
	90% Review Meeting	May 23, 2025
	Final Submission (±2 weeks after 90% meeting)	June 6, 2025
	WQM Permit Application Submission to PADEP	June 6, 2025
	PADEP WQM Permit Application Response (±2 months after submission)	August 6, 2025
BID & CONST.	Advertise Construction Solicitation	June 2025
	Bids Due	Late July 2025
	Construction Award	August 2025
	Construction	September – November 2025

Fee

We will perform the Scope of Services on a Time and Materials (T&M) basis to be billed at the Borough's approved hourly rates for Pennoni for the calendar year in which work is performed for an estimated fee of **One Hundred Fifty-Six Thousand Five Hundred Dollars (\$156,500.00)**. A breakdown of the estimated fee follows:

TASK	DESCRIPTION	ESTIMATED FEE
1	Utility Locating	\$12,000.00
2	Sanitary Sewer TV Inspection	\$11,000.00
3	Topographic and Existing Conditions Survey	\$25,000.00
4	Design and Permitting	\$67,000.00
5	Phase 1 Bid Assistance	\$7,500.00
6	Phase 1 Construction Phase Services	\$34,000.00
	TOTAL	\$156,500.00

We have proposed a Scope of Services which satisfies our current understanding of the project. Should additional services be requested that are not included in the above Scope of Services or should additional hours be requested beyond those explicitly included above, such as if the construction duration is longer than anticipated, we will perform such work on a T&M basis at our hourly rates or submit a supplemental proposal.

Billing and Payment

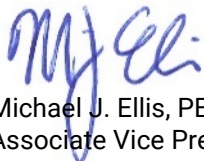
Invoices will be submitted monthly. Payment is due within 30 days of invoicing.

Thank you for the opportunity to continue to provide our professional services to West Chester Borough. If you wish to discuss any of the above, please do not hesitate to contact Mike Ellis at 302-351-5236 or mellis@pennoni.com.

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

Sincerely,

PENNONI ASSOCIATES INC.



Michael J. Ellis, PE
Associate Vice President

cc: Sean Metrick, Borough Manager

ACCEPTED BY:

Written Name:

West Chester Borough

DATE:



DOMESTIC VIOLENCE CENTER OF CHESTER COUNTY

FREEDOM THROUGH EMPOWERMENT

WWW.DVCCCPA.ORG

24 Hour Hotline
610.431.1430
...
Office
610.431.3546
...
Fax
610.431.2462

July 9, 2025
Mayor Lillian DeBaptiste
401 E Gay Street
West Chester, PA 19380

Hello, Mayor DeBaptiste!

We hope this letter finds you well – in good health and high spirits! We wanted to reach out today regarding our upcoming, countywide celebrations for Domestic Violence Awareness Month.

As you may already know, in October we celebrate Domestic Violence Awareness Month, signified each year by a purple ribbon, as purple is the color of Domestic Violence awareness. In this, the Domestic Violence Center of Chester County (DVCCC) has continued our annual vision to “paint the town purple” every October by tying purple ribbons to lamp posts throughout our Chester County communities.

Our ribbons are a colorful and peaceful way to raise awareness in West Chester and across Chester County about domestic violence and the free, lifesaving services that are available through DVCCC. With permission, our agency has decorated downtown West Chester in purple ribbons, and we are requesting permission to do so again for this coming October of 2025.

DOMESTIC VIOLENCE IMPACTS AN ESTIMATED 1 IN 3 WOMEN, 1 IN 4 MEN, AND 1 IN 3 TEENS.

The mission of the Domestic Violence Center of Chester County (DVCCC) is to reduce domestic violence by supporting survivors and advancing prevention strategies. DVCCC is the only organization in Chester County that has a contract with the United States Department of Human Services and the Pennsylvania Coalition Against Domestic Violence to provide services to victims who present their primary victimization as domestic violence.

Domestic Violence is defined as a pattern of abusive behavior – ranging from physical to emotional and verbal forms of abuse – used to gain and maintain power and control in a relationship. Domestic Violence is specific to forms of abuse that occur within families or intimate relationships.

THIS PAST YEAR DVCCC STAFF SUPPORTED OVER 1,800 SURVIVORS – AND WEST CHESTER WAS OUR SECOND MOST SERVED COMMUNITY.

We know that increasing not only awareness of domestic violence but our free, local services through our purple ribbon campaign can potentially save lives. Please contact arayburn@dvcccpa.org with your response – as well as with any questions or concerns about this outreach effort. We appreciate your time and consideration in once again celebrating Domestic Violence Awareness Month by Painting West Chester Purple! Thank you so much for your continued support of these crucial awareness efforts,

Amelia Rayburn - Pizzica

Amelia Rayburn-Pizzica
Director of Education Programs, Domestic Violence Center of Chester County

P.O. Box 832 | West Chester, PA 19381

UNITED WAY AGENCY

The official registration and financial information of the Domestic Violence Center of Chester County may be obtained from the Pennsylvania Department of State by calling toll free within Pennsylvania, 1-800-732-0999. Registration does not imply endorsement. The Domestic Violence Center of Chester County is a 501(c)(3) not-for-profit organization.





West Chester Police Department

AGREEMENT FOR POLICE SERVICES

401 EAST GAY STREET

WEST CHESTER, PA 19380

TELEPHONE: 610-696-2700

Chris Daly
Lieutenant

Josh Lee
Chief of Police

Jeffrey Ditz
Lieutenant

James Gorman
Lieutenant

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

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

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

Event Name: West Chester Public Library Booksale

Event Date: 10/4/2025 Start Time: 10:00 End Time: 4:00pm

Name of Organization Hosting Event: West Chester Public Library

Person Responsible for Payment of Fee: West Chester Public Library

Address of Person Responsible for Fee: 415 N Church St, West Chester PA 19380

Phone Number of Person Responsible: 610-696-1721

Number of Police Officers Requested: 0

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

Margaret Stanton
Signature

8/5/2025

Date



Organization/Sponsor Name: West Chester Library

OFFICE USE ONLY - NOT TO BE COMPLETED BY THE APPLICANT

Date Application Received: 8/4/2025

Date Payment(s) Received: _____

YES ☒ N/A

☒

Completed and Signed Application

☒

Date of event/Event time/Set up/Breakdown

10/4/25 / 10a-5p / 8a-10a / 5-6p

☒

Map of the Event or Location of the Event

☒

List of Streets to be Closed for the Event

☒

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

P.W. road closing equipment

☐

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

☒

Applicant's Certificate of Insurance

☐☒

West Chester Police Department Fees - required for runs

☐☐

List of Food Vendors with Chester County Health Department Licenses

☐☒

List of Sub-Contractors with Certificates of Insurance

☐☒

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

☐☒

Proof of notification to Good Fellowship Ambulance - required for runs

☐☒

Pennsylvania Liquor Control Board Permit if alcohol is to be served

Approved by Pubic Works

YES

☐

NO

☐

Date: _____

Approved by Parking Department

YES

☐

NO

☐

Date: _____

Approved by Parks and Recreation

YES

☒

NO

☐

Date: KAN 8/7/25

Approved by Police Department

YES

☐

NO

☐

Date: _____

Approved by Borough Council

YES

☐

NO

☐

Date: _____

Notes:



PAC ENDORSEMENT

Borough of West Chester
Public Art Commission

ORIGINAL PUBLIC ART PROJECT

Applicant/Address:

Safe Harbor of Chester County, Jessica Chappell (*Executive Director*)
20 N. Matlack St. West Chester, PA 19380

1) *Date of PAC Review:* July 28, 2025

2) *Application Number:* 2025-1

3) *Project Description & PAC Assessment:*

Safe Harbor of Chester County (20 N. Matlack St.), working with local artist Kendra Beitzel, has developed a mural project for the south facing wall of their building (Middle Alley). The image is a seascape with stormy seas on the left that switch to calm waters and safe shelter on the right. A centrally located lighthouse provides guidance to the refuge.

The image consumes most of the 1st level of the building's southern elevation (with a few components peaking up into the 2nd level) and wraps around the corner onto the east elevation (Matlack St.). The design is colorful, with stylized blue ocean waves balanced with warm rays of sun. The featured buildings are reflected in a few of the sun's rays, and some waves are dressed with fingerprint patterns to represent a human touch. The artwork tells a story of resilience and transition.

The wall surface will be cleaned and primed/painted as necessary in preparation for the mural's installation, which will utilize quality mural paints. Stefanie Birl, who painted the existing selfie murals at the location in question, has been informed of and supports the new project.

See attached rendering shown to scale on the building's elevation, as well as photos showing the wall's existing conditions.

4) ***PAC Endorsement:***

- ☒ Approve as presented.
- ☐ Approve with the following conditions:
- ☐ **Denied:** *The applicant must make the following changes to his/her proposal and resubmit to PAC:*

5) ***Borough Council's Action and Date:***

- ***Date of Borough Council Review:***
- ***Borough Council Action:***

- ☐ Approved per PAC Endorsement.
- ☐ Approved with the following differences from PAC Endorsement:
- ☐ **Denied** for the following reasons:

.....

Date: _____

Borough Manager's Signature: _____







Application not yet complete

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

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

Site Address

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

Site City: WEST CHESTER **Latitude:**

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

Inspection Area:

Zone: TC Town Center

Primary Parcel: 1-8-244

Contact

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

Contractor: Yes **Active:** ☒

Display Name: BRANDYWINE VALLEY HEATING & AIR CONDITIONING, INC

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

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

Portal Access Code: VTCJV-5NCX8

Mailing Address

302 COMMERCE DR
SUITE 100
EXTON, PA 19341

[Edit Address](#)

APPLICATION DATE: 06/17/2024

APPLICATION NUMBER: 2025-20

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

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

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 233 W. Gay Street

- 1) **Date of HARB Review:** July 31, 2025 (Date of original HARB Review/COA Motion: June 26, 2025)
- 2) **Applicant's Proposal:** Exterior HVAC Equipment – Choir Mezzanine

3) **Findings:**

Note: This project, proposing the installation of a new exterior HVAC condensing unit at the St. Agnes Church, was previously reviewed by the HARB on June 26, 2024, under the Application Number 2025-20. At that time, the HARB recommended approval of a COA with specified clarifications. Since that time, the applicant has revised the design to move the exterior condensing unit closer toward the front of the building and rout the piping and wiring connections through an opening in the exterior stone wall. The current Application Number 2025-20-Rev1 applies to the revised HVAC design presented at the July 31, 2025, HARB meeting. Three (3) revised design sketches with annotated photos were submitted at the meeting.

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

- *Install one new exterior condensing unit on the west side of the St. Agnes Church Building. The revised design locates the unit closer to the south front of the building, fully concealed in vegetative screening.*
- *The condensing unit will be mounted at grade on a concrete pad.*
- *The revised design now specifies that the condensing unit's mechanical piping and electrical wiring will be routed from the building to the unit through a hole cored in the church's stone wall just above grade, directly behind the condensing unit. The pipes and wiring will also be concealed by the vegetative screening.*
- *A new evergreen shrubbery vegetative screen will be installed to fully conceal the condensing unit from public view.*

The HARB reviewed the application in detail. The revised design clarified all previous questions. The HARB commented that the shrubbery must be tall and dense enough when first planted to completely conceal the HVAC unit and accessories. The HARB deemed the revised HVAC design for St. Agnes Church to be appropriate.

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-20-Rev1 as submitted, with the following clarifications:

1. *The approval is based on the three (3) revised design sketches with annotated photos that were submitted at the meeting.*
2. *The condensate and wiring connections shall be run through a small hole cored through the exterior stone wall immediately above grade.*
3. *The electrical disconnect switch shall be located within the condensing unit.*
4. *The shrubbery comprising the vegetative screen will be tall and dense enough when first planted to completely conceal the new HVAC unit and accessories.*

Application Numbers: [2025-20-Rev1](#)

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

PROJECT ADDRESS: [233 W. Gay Street](#)

5) *Borough Council's Action and Date*

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

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 233 W. Gay Street

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

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

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

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

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

4) **Recommendations from HARB:**

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

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

Application Numbers: [2025-20](#)

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: [233 W. Gay Street](#)

5) *Borough Council's Action and Date*

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

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:

St Agnes 233 W Gay Street AC Replacement for Choir Mezzanine

Straight on view of outside equipment location.

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

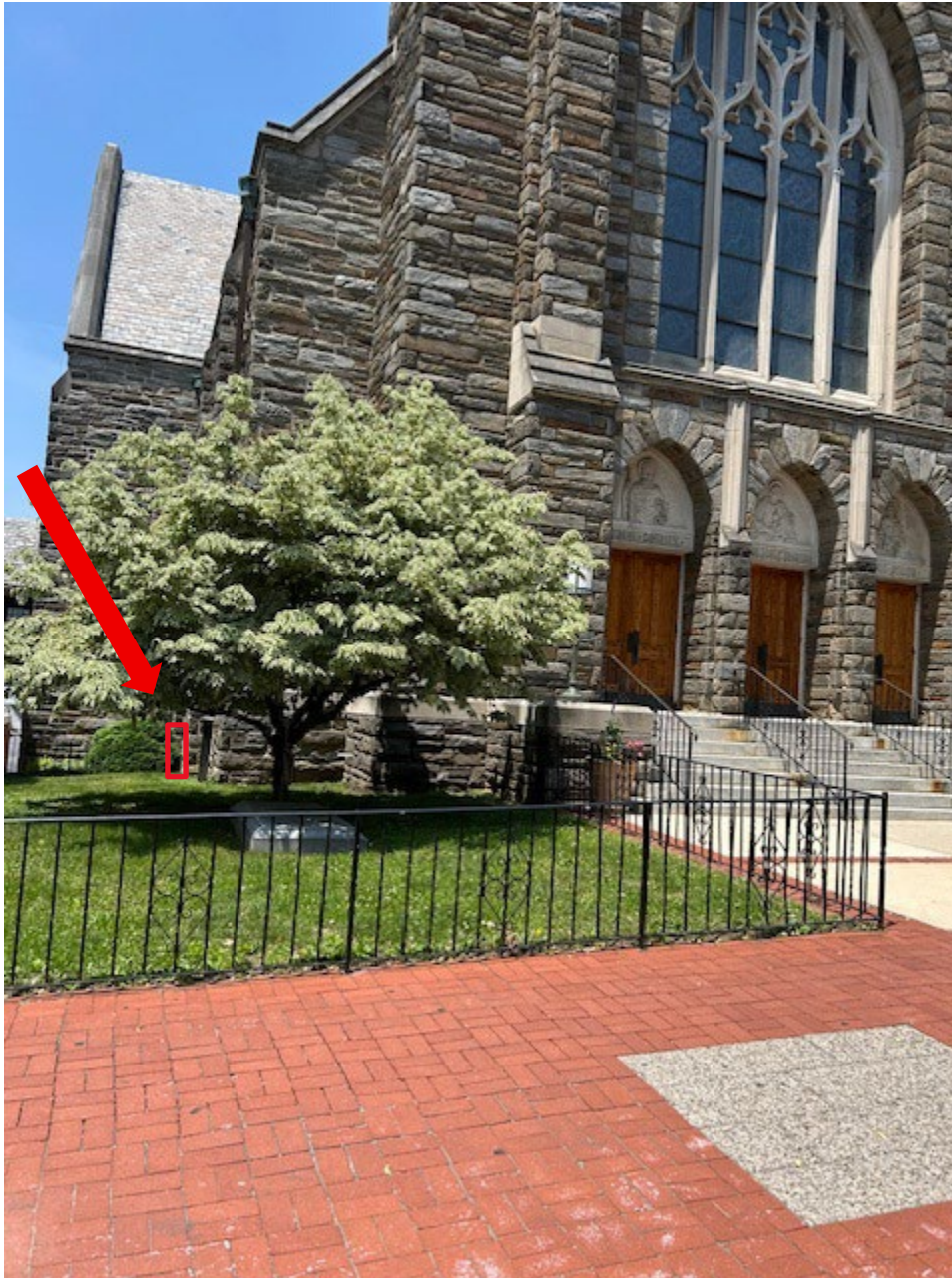
The existing shrubbery will remain and trimmed appropriately. St. Agnes' maintenance personnel will plant additional evergreen shrubbery to screen from public view, if necessary.



Straight on view from Gay Street.



Angled view from Gay Street.





St. Agnes Mitsubishi install for Choir Mezzanine

Location of outside equipment is circled.

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



Job Name:

System Reference:

Date:



Indoor Unit.....MSY-GS30NA2

Outdoor Unit.....MUY-GS30NA2



←-----Outdoor equipment

INDOOR UNIT FEATURES

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

OUTDOOR UNIT FEATURES

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

SPECIFICATIONS: MSY-GS30NA2 & MUY-GS30NA2

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

NOTES:

AHRI Rated Conditions

(Rated data is determined at a fixed compressor speed)

¹Cooling (Indoor // Outdoor)

²Heating at 47°F (Indoor // Outdoor)

³Heating at 17°F (Indoor // Outdoor)

°F 80 DB, 67 WB // 95 DB, 75 WB

°F 70 DB, 60 WB // 47 DB, 43 WB

°F 70 DB, 60 WB // 17 DB, 15 WB

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

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

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

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

INDOOR UNIT ACCESSORIES: MSY-GS30NA2

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

NOTES:

†Requires MAC-334IF-E

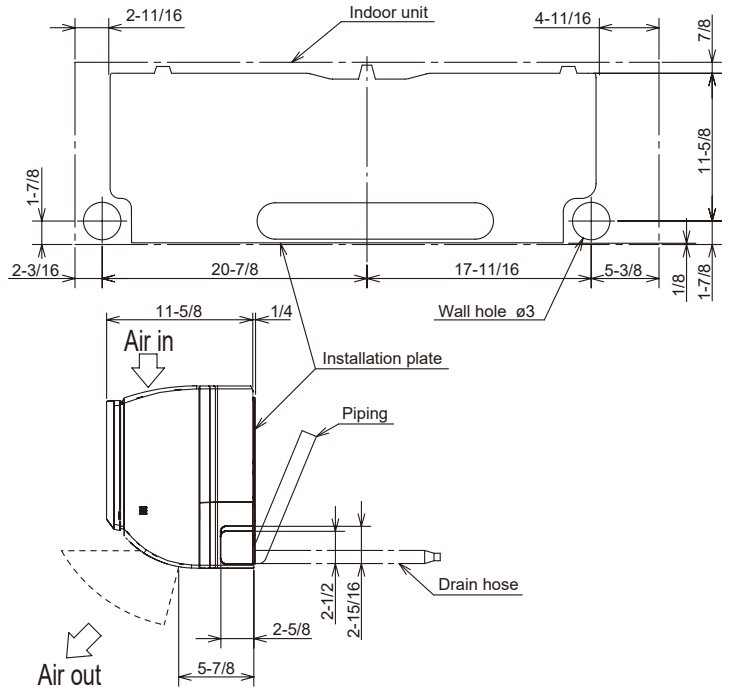
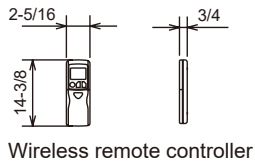
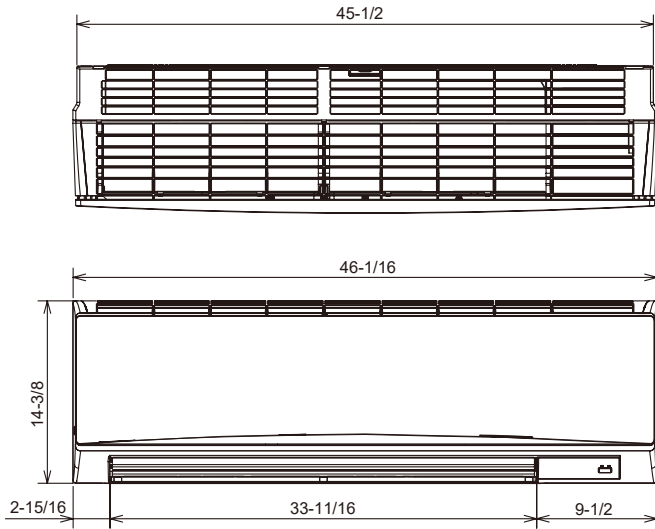
- M-Series EZ FIT® Recessed Ceiling Cassette, Floor-mount and Wall-mount
Allows indoor units to connect to an MA Controller:
 - Deluxe MA Remote Controller
 - Simple MA Controller
 - Touch MA Controller

OUTDOOR UNIT ACCESSORIES: MUY-GS30NA2

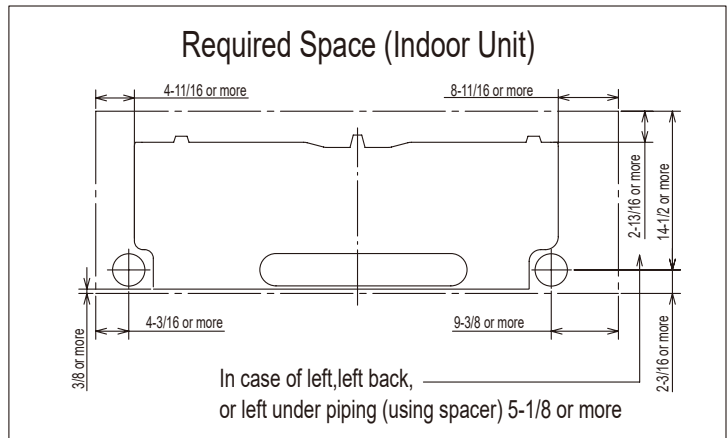
Air Outlet Guide	Air Outlet Guide	☐ MAC-890SG-E
Control/Service Tool	M- & P-Series Maintenance Tool Cable Set	☐ M21EC0397
	Maintenance Tool Interface	☐ PAC-USCMS-MN-1
Drain Socket	Drain Socket	☐ MAC-871DS
Hail Guards	Hail Guard	☐ HG-A7
Mini-Split Wire	14 Gauge, 4 wire MiniSplit Cable—250 ft. roll	☐ SW144-250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

INDOOR UNIT DIMENSIONS: MSY-GS30NA2

Unit : inch



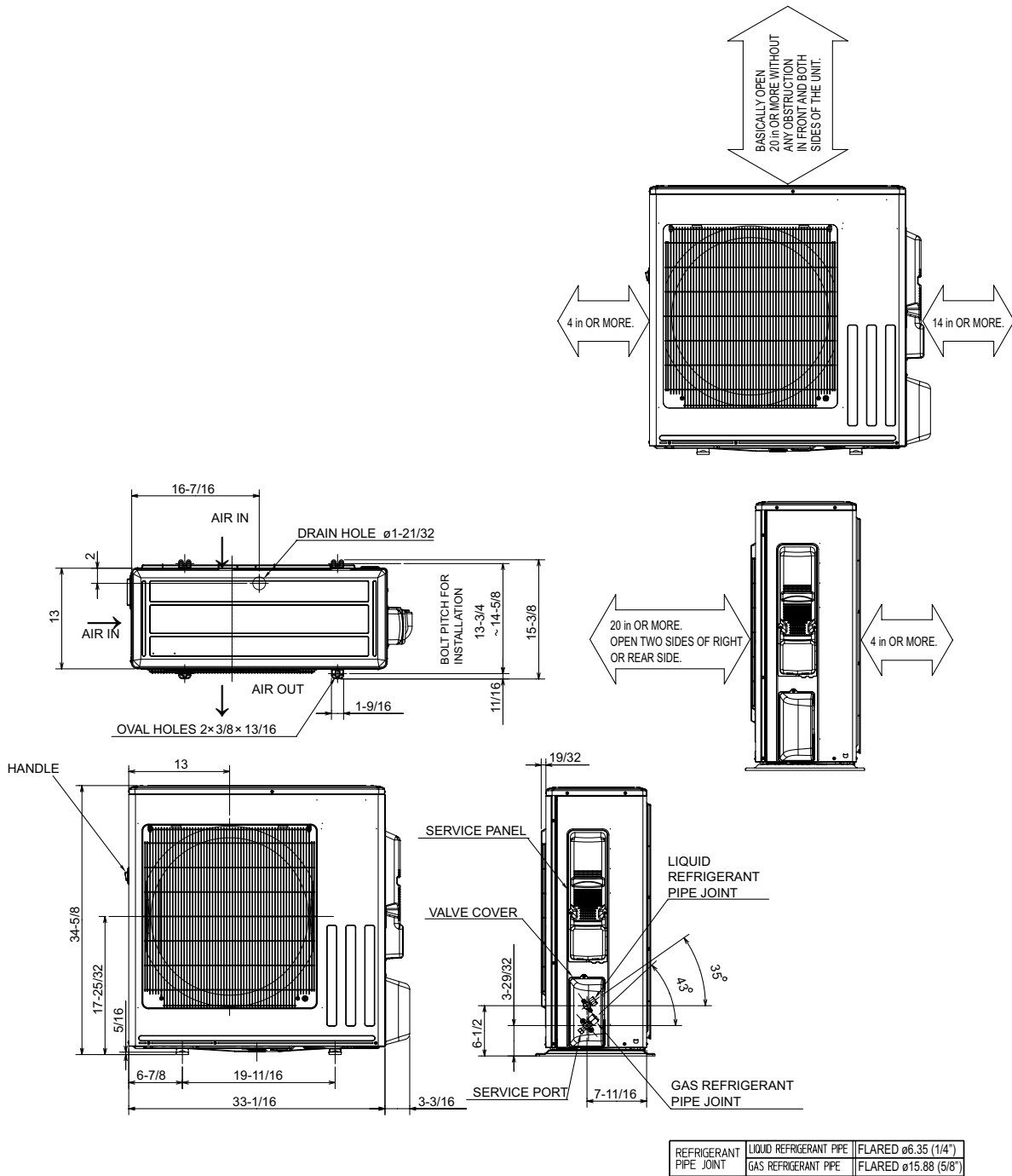
	PIPING	INSULATION
LIQUID LINE	φ3/8 - 19-11/16 (FLARED CONNECTION φ1/4)	φ1-1/4 O.D φ9/16 I.D
GAS LINE	φ15/32 - 17-13/16 (FLARED CONNECTION φ5/8)	φ1-7/16 O.D φ13/16 I.D
DRAIN HOSE	INSULATION φ1-1/8 CONNECTED PART φ5/8 O.D	



OUTDOOR UNIT DIMENSIONS: MUY-GS30NA2

Unit: inch

REQUIRED SPACE



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

FORM# MSY-GS30NA2 & MUY-GS30NA2 - 202312



DATE APPLICATION RECEIVED: 06/24/2025
APPLICATION NUMBER: 2025-22

PROPERTY ADDRESS: 18 W. Market
APPLICANT'S EMAIL: shannonk@mcdonalddefense.com

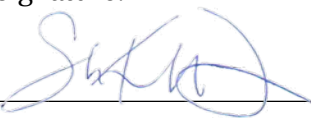
Note: All projects must have the appropriate sections completed in its entirety and attached to this form. *Only attach the applicable sections.* The application number will be assigned by the Building & Housing Department.

- 1) This application is for (check all appropriate boxes):
- ☒ Section #1 – Sign
 - ☐ Section #2 – Canopy or Awning
 - ☐ Section #3 – Repair, replacement or alteration from original
(please supply photos or elevations of original)
 - ☐ Section #4 – Addition
(supply architectural elevations and site drawings, as well as photos of the existing structure)
 - ☐ Section #5 – New Construction
(supply architectural elevations and site drawings, as well as photos of buildings next to and around the site)
 - ☐ Section #6 – Demolition
- 2) Please indicate which items you are submitting with your application form. Do not submit originals, since they will be kept by the HARB for its official archives:
- ☒ Color or B/W Sketches
 - ☐ Old or Historic Photographs
 - ☐ Plot or Site Plans
 - ☐ Architectural Elevations
 - ☒ Photographs of the current existing site showing where changes are to be made, location of buildings and streetscape.

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

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

Applicant's name (print): Shannon K McDonald

Applicant's Signature:  Date: 6/23/25

Owner's Name (print): Project M LLC- Chris or Shannon Mandeon

Owner's Signature:  Date: 6/23/25

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

SECTION #1 – SIGNS

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

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

Location of project: 18 W Market St

Name of business: Law Offices of Shannon K McDonald

Applicant's name: Shannon K McDonald

Applicant's address: 18 W Market St

Applicant's phone number: 267-702-0648 Applicant's email: shannonk@mcdonalddefense.com

Owner's name: Project M LLC

Owner's address: 18 W Market St

Owner's telephone number: [REDACTED]

1) Are you replacing an existing sign? modifying existing sign

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

3) On how many facades? 1 X Front Side Back

4) X Hanging Sign Building-mounted Other

5) Give a thorough description of sign: Current sign is deteriorated- would like to repair with same colors and font. Would like to place second sign below, on existing hangers, with same colors but different font. See attached photos & proposed diagram.

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

7) Sign Dimensions: Height: 14 x Width: 22 x Depth: 1

8) If a hanging sign, what is the height from the sidewalk to the bottom of the sign? 6 foot existing
(Borough Code requires 8'-0 minimum to bottom of sign)

9) How will this sign be mounted? it will hang from current sign hanger, no changes to that.
(please note: any attachment to a masonry façade must be done through the mortar joints, NOT into the masonry).

10) If a hanging sign, describe the hanging bracket: black metal

11) If a hanging sign, is this an existing bracket: yes

12) Colors: match current colors (light gray with black font)

13) Message: modification to current add dates of law practice, new will say "Law Offices of Shannon K. McDonald est. 2011)

14) Lettering style: please note that the historic preference is for any "serif" type: Times new roman on new, match old to repair the prior sign (see attached)

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

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 18 W. Market Street

1) **Date of HARB Review:** July 31, 2025

2) **Applicant's Proposal:** Sign

3) **Findings:**

The applicant, Shannon McDonald, was present to describe the proposed building sign revisions as follows:

- *Modify the existing hanging wood sign by adding a new 22"Wx10"H sign panel below the existing 22"Wx14.5"H sign. The existing sign will be unchanged but may be repainted.*
- *The existing sign message is: "Wade Law Offices," with 3 names listed below. The message on the new sign is: "Law Offices of Shannon K. McDonald – est. 2011."*
- *The new sign panel and text design is stylistically similar and compatible with the original sign. It will hang from the bottom of the existing sign.*
- *The applicant plans to retain the existing metal sign bracket in its existing location.*
- *The sign ordinance requires 8-foot clearance to the sidewalk below. The existing sign clearance is 6-feet, the new sign clearance will be about 5-feet.*

The HARB reviewed the application in detail. The design of the new sign was deemed to be appropriate. The discussion focused on the non-compliant height of the existing sign, a condition that will be worse with the new sign. An existing pent roof overhanging the first floor prevents raising even the existing sign to meet the 8-foot clearance. It was noted there are a number of similar small office signs in the borough that are also low. An existing raised brick step at the office entrance door restricts pedestrian cross-traffic below the sign. Additionally, a large, movable, potted plant currently sits below the existing sign to prevent pedestrians from walking into the sign. The installation of a permanent handrail at the existing brick step was suggested by Mr. Yocum as a way to restrict pedestrians. Ms. McDonald stated she is open that solution. Mr. Edwards noted the sidewalk is approximately 8-feet wide, so the sign and brick step do not encroach on the required 48-inch pedestrian pathway width.

Options for obtaining zoning approval for this condition were discussed. The HARB was generally supportive of the proposed sign, but zoning enforcement issues are beyond the HARB's purview.

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-22 as submitted with the following clarification:

1. *It is understood that, due to existing site conditions, the proposed sign will not be in compliance the 8-foot sidewalk clearance height requirement. However, the HARB is supportive of the new sign due to its location below the existing pent roof, the existing step in front of the adjacent door restricting pedestrian cross-traffic, and the fact that the new sign will not encroach on the required 48-inch pedestrian sidewalk traffic pathway.*

Application Numbers: 2025-22

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 18 W. Market Street

5) Borough Council's Action and Date

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

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:

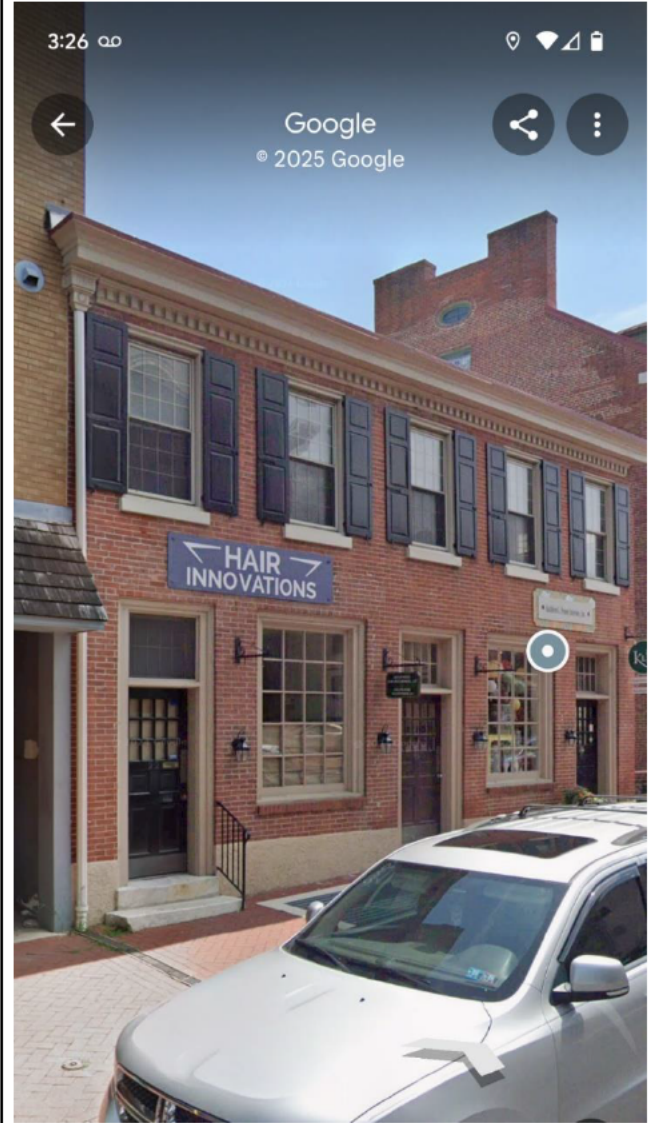
Current view from sidewalk- brick step 24 inches (pic. 1)



Current view looking left “up” W. Market (pic 2)



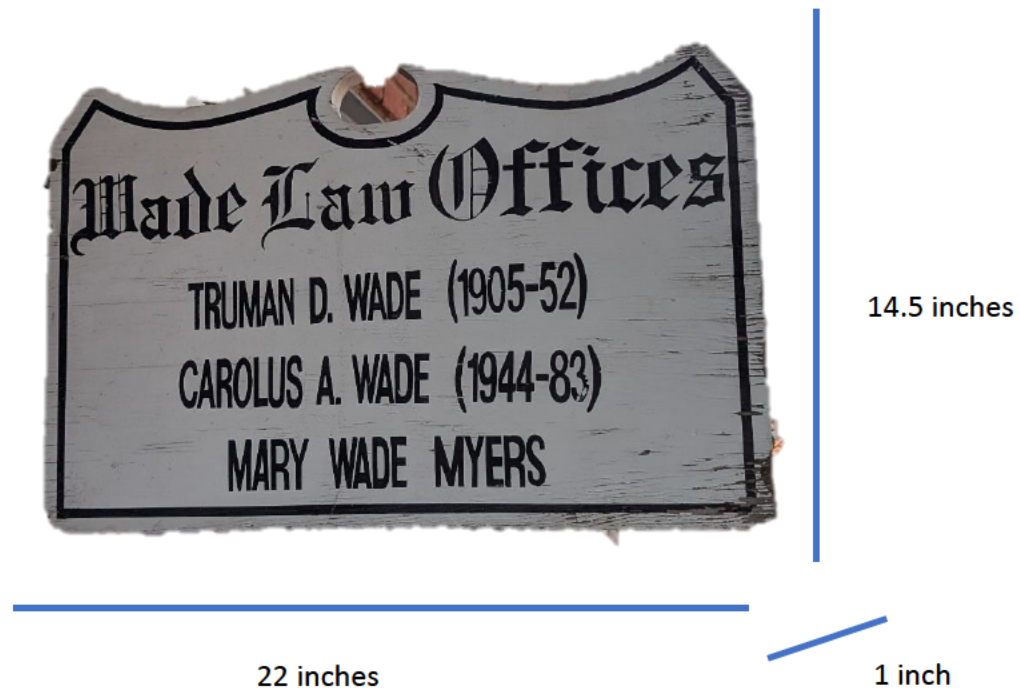
Current view looking right “down”at 22 W. Market (pic. 3)



Current sign (pic. 4)

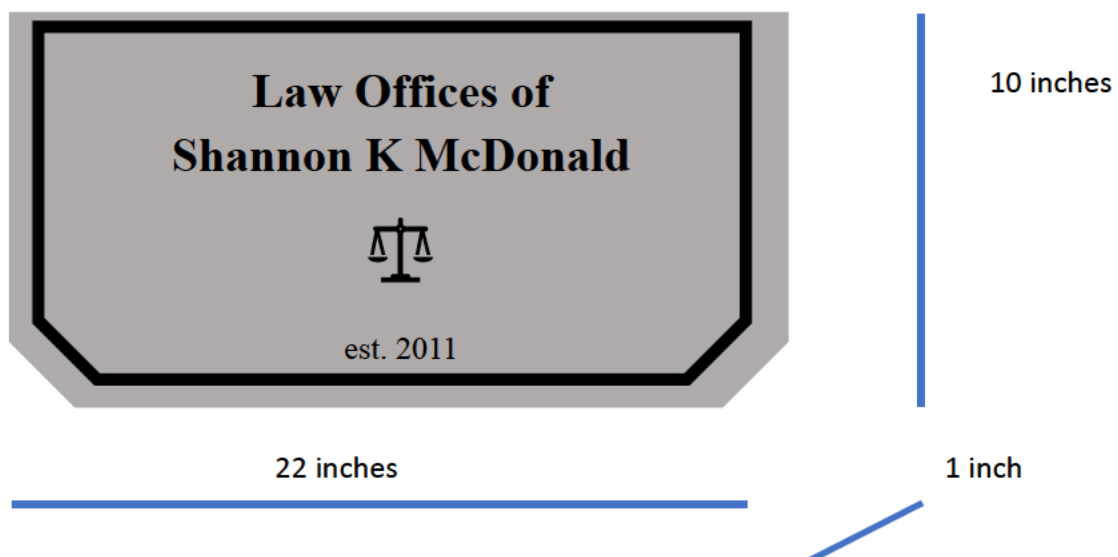


Current sign with measurements (fig 1)

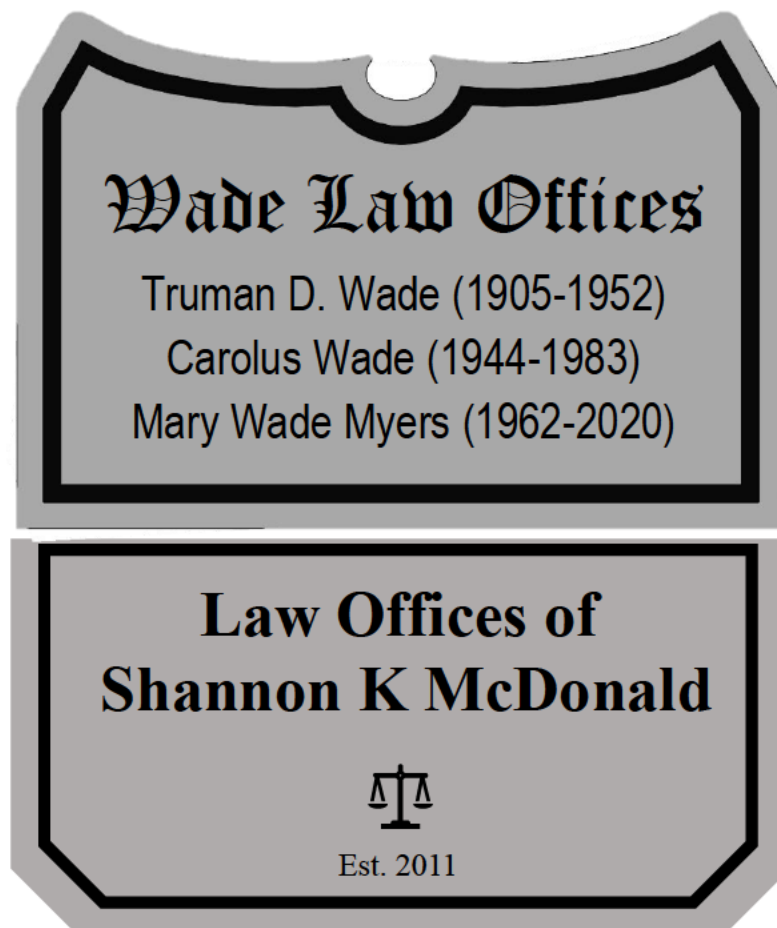


Note: Bottom of sign is 6 feet from brick sidewalk, width of sign is equal to brick step leading in the front door (see pic. 1)

Proposed new hanging sign (fig. 2)



Proposed total sign(fig. 3): "Wade Law Offices" sign remains, but is repaired (keeping same font, changing "Mary Wade Myers" to "Mary Wade Myers (1962-2020)", hanging above new sign, as depicted, new sign is same gray as the one above, new sign font is Times New Roman, new sign dimensions: 22"long x10" tall x 1" wide. Lower sign will be hanging from already existing hooks, approximate 3/4 inch gap. (Fig. 1) Font will be black, sign coloring will match original sign, by taking to store to match paint color. Bottom edge of sign will be at 5 feet and 1.25 inches from ground, aligning with current sign (fig. 4)



Proposed streetscape (fig. 4)



07/10/2025

DATE APPLICATION RECEIVED:

APPLICATION NUMBER: 2025-23

SECTION #1 - SIGNS

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

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

Location of project: 133 W. Market St. West Chester, PA 19382

Name of business: True by Krissy

Applicant's name: Kristina McKillip

Applicant's address: [REDACTED]

Applicant's phone number: [REDACTED] Applicant's email: info@truebykrissy.com

Owner's name: Harry + Darlene Goldberg

Owner's address: [REDACTED]

Owner's telephone number: [REDACTED]

1) Are you replacing an existing sign? yes2) How many signs do you wish to install? 13) On how many facades? 1 ☒ Front ☐ Side ☐ Back4) ☐ Hanging Sign ☒ Building-mounted ☐ Other5) Give a thorough description of sign: off-white metal sign with business logo, mounted to building. 18" diameter6) Is there new illumination? N/A Fixture Type? mounted
How will it be mounted? screwed into building7) Sign Dimensions: Height: 18" x Width: 18" x Depth: 1"8) If a hanging sign, what is the height from the sidewalk to the bottom of the sign? _____
(Borough Code requires 8'-0" minimum to bottom of sign)9) How will this sign be mounted? screwed into building
(please note: any attachment to a masonry façade must be done through the mortar joints, NOT into the masonry).

10) If a hanging sign, describe the hanging bracket: _____

11) If a hanging sign, is this an existing bracket: _____

12) Colors: off-white, gold tone & black13) Message: business logo: True by Krissy14) Lettering style: please note that the historic preference is for any "serif" type: business logo

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

DATE APPLICATION RECEIVED: 07/10/2025

APPLICATION NUMBER: 2025-23

SECTION #3 - REPAIR, REPLACEMENT OR ALTERATION

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

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

Name of business: True by Krissy

Applicant's name: Kristina McKillop

Applicant's address: [REDACTED]

Applicant's phone number: [REDACTED]

Owner's name: Harry + Davere Goldberg

Owner's address: [REDACTED]

Owner's telephone number: [REDACTED]

1) Which element do you wish to change: ☒ Doors ☒ Windows ☐ Roofing ☐ Gutters

☒ Walls ☐ Steps ☐ Sidewalk ☐ Fence ☒ Trim ☐ Railing ☐ Porch or Balcony

☒ Other (specify) entry way

* paint only

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

3) What was the old is the material? turquoise + red paint

4) What is the proposed new material? new paint (Dover White - Sherwin-Williams)

5) How will it be installed? paint only

6) Are you using any historical materials? no

7) Is so, what and how?

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

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

10) What were the old colors? turquoise + red

11) What are the new colors? Sherwin Williams - "Dover White"

12) Why do you wish to make these changes? update for new business lease

DATE APPLICATION RECEIVED: 07/10/25

APPLICATION NUMBER: 2025-23

PROPERTY ADDRESS: 133 W. Market St. West Chester, PA 19382

APPLICANT'S EMAIL: info@truebykrissy.com

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

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

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

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

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

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

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

Applicant's name (print): Kristina McKillop

Applicant's Signature:

Date:

LARRY & DARCIe GOLDBERG 7/8/25

Owner's Name (print):

Owner's Signature:

Date:

7/9/25
7/9/25

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

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 133 W. Market Street

1) **Date of HARB Review:** *July 31 2025*

2) **Applicant's Proposal:** *Exterior Renovation and Sign*

3) **Findings:**

The applicant's representative, Wayne McKillop, was in attendance to present the project. The applicant is relocating her existing store from 16 S. Church Street to 133 W. Market Street. The proposed project was described as follows:

- *Remove the existing retractable fabric awning.*
- *Remove the existing wall mounted sign and bracket above the pent roof.*
- *Install a new round projecting wall-mounted sign west of the storefront window.*
- *The message of the sign is "Time by Khristy – Meaningful Jewelry"*
- *Repaint the existing painted brick exterior wall area surrounding the first-floor storefront below the existing pent roof. Existing color is teal, new color is to be "Dover White."*
- *No lighting for the sign is proposed or included in the application.*

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

- *The HARB found the proposed work to be generally appropriate.*
- *The proposed sign is appropriate. Some members admired the existing sign and bracket being removed and expressed hoped it would find a new home locally.*
- *Brick wall painting is typically discouraged but this brick is already painted. Paint removal was seen as ideal, but HARB is not empowered to require paint removal.*
- *Some members expressed reservations about the proposed white color and preferred red. Other members felt white was appropriate. Paint color is reversable, and color selection is typically not specified by the HARB.*

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-23 as submitted.

Application Numbers: 2025-23

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

PROJECT ADDRESS: 133 W. Market Street

5) Borough Council's Action and Date

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

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:



133 W. MARKET STREET
WEST CHESTER, PA 19382

- REMOVE AWNING
 - REMOVE CURRENT SIGN AND IRON BRACKET
 - REMOVE OVERGROWN WEED
 - AREAS TO BE PAINTED OVER THE EXISTING TEAL PAINT AND RED TRIM:
- 1) front brick
 - 2) window trim
 - 3) doors
 - 4) entryway
 - 5) down spout

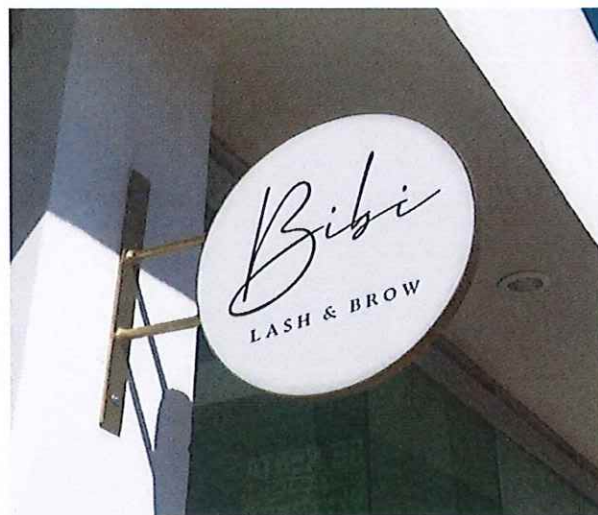
PAINT: SHERWIN WILLIAMS
“DOVER WHITE”

SW 6385
Dover White
Interior / Exterior
Locator Number: 261-C2





133 W. MARKET STREET
WEST CHESTER, PA 19382



(example)

STEEL SIGNAGE:
OFF-WHITE, WITH LOGO &
GOLD-TONE STEEL BRACET
(MOCK UP)



1 Current processing time is 1 day (In review 1 day)

Project Name: [Add Note](#)

Project Description:

Permit Number:	COA-25-0016	Applicant:	Tyrrell, Joe
Initial Application Number:	REFERENCE-25-0665	Primary Contact:	Tyrrell, Joe
Permit Type:	CERTIFICATE OF APPROPRIATENESS- SIGNS	Primary Contractor:	ELMARK SIGN CO
Status:	UNDER REVIEW	Last Activity:	07/14/2025 13:03
Process State:	Technically Complete	Last Inspection Date:	
Parent Permit:		Initiated:	07/11/2025
Assigned To:	User	Submitted:	07/11/2025 Application is 4 days old
Fast Track:	☐	Completed:	07/14/2025 4 of 4 submittals received, 4 of 4 submittals accepted.
Applied for Online:	☒	Approved:	2 of 3 (67%) steps approved.
		Ready:	\$0.00 paid (100%), \$0.00 due.
		Issued:	
		Finalized:	No inspections.
		Closed:	\$0.00 deferred fees due.
		Expires:	01/10/2026 Exp Override: ☐

Site Address

Site Address: [Verify Address and Coordinates](#)

Site City:

State: **Site Zip:**

Latitude:

Longitude:

Inspection Area:

Zone: Town Center

Primary Parcel: 1-8-419

Permit #: COA-25-0016	Status: UNDER REVIEW	Contact: Tyrrell, Joe	Site Address: 301 W MARKET ST
Type: CERTIFICATE OF APPROPRIATENESS- SIGNS	Project Name: Signage 301 W Market	Contractor: ELMARK SIGN CO	WEST CHESTER, PA 19380

Name	Value
REASON FOR APPROPRIATENESS APPLICATION:*	Sign
LOCATION OF PROJECT:*	301 W Market St.
NAME OF BUSINESS:*	TS Executive Abstract
ARE YOU REPLACING AN EXSISTING SIGN:*	Yes
HOW MANY SIGNS DO YOU WISH TO INSTALL:*	3
HOW MANY FACADES WILL SIGN DISPLAY ON:*	Front
HANGING SIGN:	Yes
BUILDING MOUNTED:	Yes
OTHER:	Yes
IF OTHER PLEASE SPECIFY:	Side
GIVE A THOROUGH DESCRIPTION OF SIGN:	on attached proof
IS THERE NEW ILLUMINATION:	No
FIXTURE TEXT:	
SIGN DIMENSION HEIGHT:	30
SIGN DIMENSION WIDTH:	25
SIGN DIMENSION DEPTH:	0

Contact

ContactPhone NumbersEmail AddressesDetailsSecure DetailsPoints of ContactPortal Accounts



Replace Photo

Contractor: NoActive: ☒

First Name: JoeMiddle Name: Last Name: Tyrrell

Display Name: Tyrrell, Joe

Primary Phone: [REDACTED]Primary Email: joe@tsexecutive.com

Portal Access Code: 3N17M-1GAMD

Mailing Address

[REDACTED]

Edit Address

Physical Address

Edit AddressCopy Mailing Address

SaveResetCloseDeleteAuditConvert to ContractorAssociations

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 301 W. Market Street

1) **Date of HARB Review:** July 31, 2025

2) **Applicant's Proposal:** Signs

3) **Findings:**

The applicant's representative, Connor Smith of Elmark Signs, was present to describe the proposed building sign design. Mr. Smith described the project as follows:

- *Replace an existing building mounted sign beside the south main entrance door with a new 14"Wx30"H acrylic, single-sided building mounted sign.*
- *Install a new 22"W x 18"H acrylic, double-sided hanging sign on an existing metal bracket above the new wall mounted sign beside the south main entrance door.*
- *Install a new 30"W x 25"H acrylic, double-sided hanging sign on an existing metal bracket at the corner of the building facing the Market Street and New Street intersection. This sign will also have a new scrolled metal hanging bracket installed upside-down at the bottom of the sign to prevent excessive swinging.*
- *All signs will be 6mm thick ACM sign panel with printed gloss laminated vinyl graphics.*
- *All three signs have the same upper and lower message panels – displayed on 5 total faces:*
 - *Upper panel message: "TS Executive Abstract-Title Insurance-Greg Tyrrell-610-565-4340.*
 - *Upper panel message: "Pennsylvania Probate Law Firm-Michael Daiello Esq-610-565-4340.*

The HARB reviewed the application in detail with the following comments:

- *The signage graphics are very plain, with an appearance similar to temporary real estate signs.*
- *The new signs are simple rectangles completely filled with dense text, giving an unattractive overall appearance.*
- *Three signs with five total face panels at one street corner (1 single-sided and 2 double-sided) were viewed as excessive and redundant.*
- *The existing wall mounted sign being replaced exhibits some sense of style with scrolled top and bottom edges. The new signs exhibit none of this design sensitivity.*
- *The smaller two-sided hanging sign located directly above the wall mounted sign (3 panels with identical messages) is seen as redundant.*

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-24 as submitted, with the following clarifications:

1. *Delete the 18"Hx22"W hanging sign above the south facing entrance door.*
2. *Remove the existing south wall metal bracket and patch holes to match historic wall materials.*
3. *Approve the 14"Wx30"H wall mounted sign.*
4. *Approve the 25"Wx30"H hanging corner sign.*
5. *Fabricate the new upside-down bottom bracket for the large corner hanging sign to match the existing upper bracket in materials, dimensions, and design details. Wall anchors shall be mounted in the mortar joints, not the face brick.*

Application Numbers: 2025-24

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 301W. Market Street

5) Borough Council's Action and Date

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

.....

Date of Action Taken: _____, 2025

Borough Manager's Signature:

Directory & Hanging Signs

One 25" high x 30" wide x 6mm thick double-faced ACM sign with printed, gloss-laminated vinyl graphics. The sign will hang from two eye hooks on an existing scroll bracket extending from the exterior wall over the door. An additional scroll bracket will be mounted onto the bottom of the sign for extra support and stability.

One 18" high x 22" wide x 6mm thick double-faced ACM sign with printed, gloss-laminated vinyl graphics. The sign will hang from two eye hooks on an existing scroll bracket extending from the exterior wall over the door.

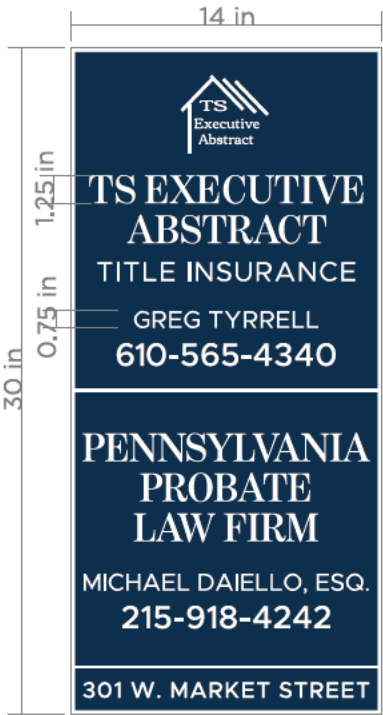
One 30" high x 14" wide x 6mm thick single-faced ACM sign with printed, gloss-laminated vinyl graphics. Sign will be mounted with VHB tape and silicone.



6 mm thick ACM with printed and gloss laminated vinyl graphics



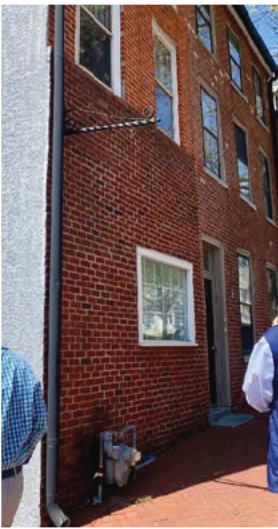
6 mm thick ACM with printed and gloss laminated vinyl graphics



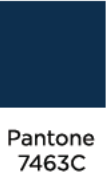
6 mm thick ACM with printed and gloss laminated vinyl graphics



The existing building sign will be removed, and the new sign will be installed in its place with VHB tape and silicone.



The new signs will be mounted to existing scroll brackets with new stainless steel hanging hardware. The larger hanging sign will be secured with an additional new scroll bracket at the bottom to prevent swinging.



Application not yet complete

Project Name:	Leaking door		Add Note
Project Description:	Replace non useable side door with appropriate window and brick below, repair interior water damage from door		
Permit Number:	COA-25-0017	Applicant:	Mandeen, Chris
Initial Application Number:	REFERENCE-25-0708	Primary Contact:	Mandeen, Chris
Permit Type:	CERTIFICATE OF APPROPRIATENESS- REPAIR	Primary Contractor:	
Status:	COMPLETENESS REVIEW	Last Activity:	07/22/2025 08:08
Process State:	Pending	Last Inspection Date:	
Parent Permit:		Initiated:	07/21/2025
Assigned To:	User	Submitted:	07/21/2025 Application is 2 days old
Fast Track:	☐	Completed:	3 of 3 submittals received, 1 of 3 submittals accepted.
Applied for Online:	☒	Approved:	0 of 3 (0%) steps approved.
		Ready:	☒ \$0.00 paid (100%), \$0.00 due.
		Issued:	
		Finalized:	☒ No inspections.
		Closed:	☒ \$0.00 deferred fees due.
		Expires:	01/17/2026 Exp Override: ☐

Site Address

Site Address:	20 W MARKET ST	Verify Address and Coordinates
Site City:	WEST CHESTER	Latitude:
State:	PA Site Zip: 19382	Longitude:



[Replace Photo](#)

Contractor:	No	Active:	☒
First Name:	Chris	Middle Name:	
Display Name:	Mandeen, Chris		
Primary Phone:	REDACTED		
Primary Email:	projectmlicrentals@gmail.com		
Portal Access Code:	XE3K7-XLO4Y		

Mailing Address

711 South Matlack
West Chester, PA 19382
[Edit Address](#)

Permit #: COA-25-0017	Status: COMPLETENESS REVIEW	Contact: Mandeem, Chris	Site Address: 20 W MARKET ST
Type: CERTIFICATE OF APPROPRIATENESS- REPAIR	Project Name: Leaking door	Contractor:	WEST CHESTER, PA 19382

Name	Value
REASON FOR APPROPRIATENESS APPLICATION:*	Replacement or alteration from original 
LOCATION OF PROJECT:*	18 W Market (First floor, side, alley access) 
NAME OF BUSINESS:*	Project M, LLC 
WHICH ELEMENTS DID YOU CHANGE:	Sealed door with transom into proper window 
ON HOW MANY FACADES:	1 
WHAT WAS THE OLD IS THE MATERIAL:	Wood and glass 
WHAT IS THE PROPOSED NEW MATERIAL:	Wood and glass, brick below 
HOW WILL IT BE INSTALLED:	Purchase from Chapman, installed by owner 
ARE YOU USING ANY HISTORICAL MATERIALS:	not likely to be salvageable. 
IF SO, WHAT AND HOW:	
WHAT WERE THE OLD DIMENSIONS:	105 
WHAT ARE THE NEW DIMENSIONS:	80*47 
WHAT ARE THE OLD COLORS:	goldenrod yellow 
WHAT ARE THE NEW COLORS:	will match color 
WHY DO YOU WISH TO MAKE THESE CHANGES:	The wall is water damaged due to the improv 

Sealed door with transom into proper window to match building

The wall is water damaged due to the improper install and the glass slipping in the former door, door has been sealed since approx 1975,

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 20 W. Market Street

- 1) **Date of HARB Review:** July 31, 2025
- 2) **Applicant's Proposal:** Door & Window Replacement
- 3) **Findings:**

The applicant's representative, Shannon McDonald, was present to describe the project's scope. Ms. McDonald described the project as follows:

- *The overall project is to remove an existing rear exterior wood door/ transom; replace it with a new double hung wood window; and infill the lower section of the door opening with brick to match the historic exterior wall. This will create an office with two matching windows. Details as described below.*
- *Remove the existing historic exterior wood door and transom. The door is not used and is permanently closed. The lower door section is covered in drywall at the interior.*
- *Fabricate a new wood window to replicate the appearance of the building's existing historic double hung windows. New wood sill and trim will match the existing adjacent materials.*
- *Use available salvaged brick to infill the lower section of the door opening. New brick to be keyed into the adjacent wall.*

The HARB reviewed the application in detail. This type of permanent alteration of historic fabric is typically discouraged and some members expressed reservations. Ms. Quigly pointed out this alteration is not very visible from the rear alley. Mr. Yocum expressed support for this proposal because the applicant has committed to very closely matching the building's adjacent historic windows. That means replicating the exact profiles, dimensions, and delicate details of the existing wood windows. The new storm window should also match the existing units. Functionally, the new window makes the building more useful.

4) **Recommendations from HARB:**

The Board recommends Approval of a Certificate of Appropriateness for Application 2025-25 as submitted, with the following clarifications:

1. *Only the single rear door and transom unit above shall be removed.*
2. *The new window shall be wood (not clad) and will replicate the exact exterior profiles, dimensions, and delicate details of the existing adjacent wood window south of the door. Windows may be single pane true-divided-lite or simulated-divided-lite with insulated glass.*
3. *New wood sills and trim shall be installed to match the existing adjacent window materials.*
4. *The lower section of the door opening shall be infilled with brick to match the existing adjacent exterior brick in dimension, color, texture, and finish. The new brickwork shall be toothed into the existing masonry wall. Mortar color, joint size and tooling style shall match the existing wall construction.*

Application Numbers: 2025-25

APPLICATION FOR CERTIFICATE OF APPROPRIATENESS

Borough of West Chester
Historical and Architectural Review Board

PROJECT ADDRESS: 20 W. Market Street

5) *Borough Council's Action and Date*

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

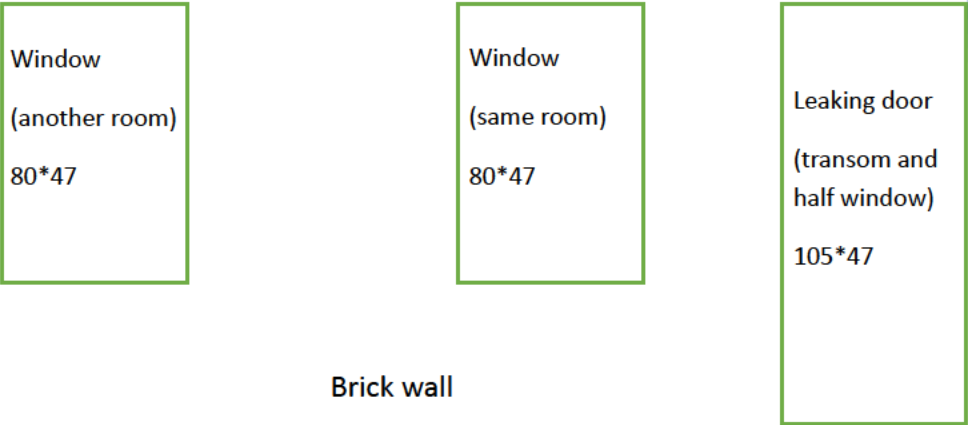
.....

Date of Action Taken: _____, 2024

Borough Manager's Signature:

Building first floor

(#18 W. Market, middle third)



Concrete ground











ORDINANCE NO. ____ - 2025

BOROUGH OF WEST CHESTER

CHESTER COUNTY, PENNSYLVANIA

AN ORDINANCE OF THE BOROUGH OF WEST CHESTER, CHESTER COUNTY, PENNSYLVANIA, AMENDING THE CODE OF THE BOROUGH OF WEST CHESTER, CHAPTER 66, TITLED "HOUSING AND PROPERTY MAINTENANCE" TO AMEND SECTION 66-2 TITLED "AMENDMENTS, ADDITIONS AND DELETIONS", BY AMENDING SECTION R WHICH ADOPTED A NEW CHAPTER 10, SECTION 1000.1 "PURPOSE/LEGISLATIVE FINDINGS" AND SECTION 1008.E(3) TO INCREASE THE POINTS FOR VIOLATIONS OF CHAPTER 73 NOISE AND CHAPTER 84 NUISANCE.

BE IT ENACTED AND ORDAINED, and it is hereby enacted by authority of the Council of the Borough of West Chester that Chapter 10 of the Borough's Property Maintenance Code, codified in Chapter 66 of the Borough Code, shall be amended as follows:

SECTION 1. Section 1000.1.A titled "Purpose/legislative findings" shall be amended as follows:

"It is the purpose of this chapter and the policy of the Council of the Borough of West Chester, in order to protect and promote the public health, safety and welfare of its citizens, to establish rights and obligations of owners and occupants relating to the rental of certain residential dwelling units in the Borough of West Chester and to encourage owners and occupants to maintain and improve the quality of rental housing within the Borough. It is also the policy of the Borough of West Chester that owners, responsible local agents and occupants share responsibilities to obey the laws, statutes, codes and ordinances which are adopted to protect and promote public health, safety and welfare. As a means to those ends, this chapter provides for a system of inspections, issuance and renewal of rental licenses and imposes penalties for violations. This chapter is also enacted to develop a point system for certain Code violations and disorderly conduct that occurs at residential rental dwellings and to authorize the non-renewal, revocation or suspension of a rental license when the owner of a residential rental dwelling unit accumulates ten points in one rental license year. This chapter shall be liberally construed and applied to promote its purpose and policies."

SECTION 2. Section 1000.1.B(1) titled "Purpose/legislative findings" shall be amended as follows:

"1000.1.B(1).There are approximately 4,800 rental residential dwelling units and approximately 1,050 rooming units in the Borough. Because the occupants of these rental

units have no ownership interest in the property, they have allowed the properties to deteriorate.”

SECTION 3. Section 1000.1.B titled “Purpose/legislative findings” shall be amended to add the following finding in a new subparagraph (9)

“(9) The police spend significant time and resources to respond to calls of disorderly conduct at residential rental dwelling units, especially student rental dwelling units. Often these calls result in the police issuing citations to the tenants and occupants for violations of Chapter 73 of the Borough Code, titled “Noise” and/or Chapter 84 of the Borough Code, titled “Nuisance.””

SECTION 4. Section 1008.E(3) shall be amended as follows:

“**1008.E(3).** Three points shall be assigned for the first violation in a rental license year of the following ordinances as set forth in Section 1000.8: Public Nuisance and Noise. Four points for the second violation by the same tenant in the same rental license year of the following ordinances as set forth in Section 1000.8: Public Nuisance and Noise. Five points for the third violation by the same tenant in the same rental license year of the following ordinances as set forth in Section 1000.8: Public Nuisance and Noise.”

SECTION 5. SEVERABILITY. If any sentence, clause, section or part of this Ordinance is for any reason found to be unconstitutional, illegal or invalid, such unconstitutionality, illegality or invalidity shall not affect or impair any of the remaining provisions, sentences, clauses, sections or parts hereof. It is hereby declared as the intent of Council of the Borough of West Chester that this Ordinance would have been adopted had such unconstitutional, illegal or invalid sentence, clause, section or part thereof not been included therein.

SECTION 6. REPEALER. All Ordinances or parts of Ordinances conflicting with any provision of this Ordinance are hereby repealed insofar as the same affects this Ordinance.

SECTION 7. EFFECTIVE DATE. This Ordinance shall become effective upon enactment as provided by law.

ENACTED AND ORDAINED THIS ____ DAY OF _____, 2025.

ATTEST:

**COUNCIL FOR THE BOROUGH
OF WEST CHESTER**

Sean Metrick, Secretary

By: _____
Patrick McCoy, President

APPROVED THIS ____ DAY OF _____, 2025.

**MAYOR OF THE BOROUGH
OF WEST CHESTER**

Lillian L. DeBaptiste

RATES OF COMPENSATION

Any services performed on a cost reimbursable basis under this Agreement shall be billed according to hourly service rates current at the time the services are performed.

The following represents 2025 hourly service rates (rates shall increase by 5% per annum beyond 2025):

- Partner 225.00/hour
- Director 210.00/hour
- Senior Project Manager 190.00/hour
- Architect / Designer II 180.00/hour
- Architect / Designer I 158.00/hour
- Junior Designer 105.00/hour
- Administrative 95.00/hour
- Historic Restoration Specialist 225.00/hour

**AGREEMENT BETWEEN BOROUGH OF WEST CHESTER AND
GREATER WEST CHESTER CHAMBER OF COMMERCE**

THIS AGREEMENT (the “Agreement”) is made this ____ day of _____, 2025 by and between the **BOROUGH OF WEST CHESTER**, a Home Rule Municipality organized under the laws of the Commonwealth of Pennsylvania, with an address of 401 East Gay Street, West Chester, Pennsylvania 19380 (the “Borough”) and the **GREATER WEST CHESTER CHAMBER OF COMMERCE** (the “Chamber”), a non-profit corporation with an address of 137 North High Street, West Chester, Pennsylvania 19380 (collectively referred to as the “Parties”).

BACKGROUND:

WHEREAS, the Chamber intends to host the annual West Chester Christmas Parade (“Parade”) in the Borough; and

WHEREAS, the Chamber must obtain a Special Event Permit (“Permit”) to host the Parade in the Borough; and

WHEREAS, as part of the permitting process, the Chamber is required to pay a fee to the Borough with the Special Event Permit Application to reimburse the Borough for the estimated cost of police services that will be provided by the Borough’s Police Department at the Parade (“Police Services Fee”); and

WHEREAS, at the request of the Chamber, the Borough has agreed to provide the Chamber with a credit up to Ten Thousand (\$10,000.00) Dollars to be applied to the Police Services Fee on an annual basis during the term of this Agreement as long at the Chamber obtains a Permit to host the Parade;

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

1. **Incorporation of Recitals.** The Recitals, as set forth in the Background Section of this Agreement, are incorporated hereinafter by reference.
2. **Permit Terms.** At the time of application for the Special Event Permit for the Parade, the Chamber shall comply with all requirements of obtaining the Permit.

3. **Police Services Fee.** During the duration of this Agreement, as long as the Chamber obtains a Permit to host the Parade, the Borough shall provide the Chamber with a credit toward the Police Services Fee up to Ten Thousand (\$10,000.00) Dollars annually at the time of submitting the application for the Permit.

4. **Term.** The obligations and responsibilities set forth in this Agreement shall commence when this Agreement is approved by Borough Council and shall terminate on December 31, 2028.

5. **Not Assignable.** This Agreement and the provisions hereof are not assignable to any third party.

6. **Effective Date.** This Agreement shall become effective as of the date hereof.

7. **Entire Agreement.** This writing constitutes the entire agreement between the parties with respect to the Police Services Fee for the Permit.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed this _____ day of _____, 2025.

ATTEST:

BOROUGH OF WEST CHESTER

Sean Metrick, Secretary

By: _____
Patrick McCoy, Council President

ATTEST:

**GREATER WEST CHESTER
CHAMBER OF COMMERCE**

By: _____