



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

Committee Members:

Lisa Kearns, Chair
Jerome Szczepaniak
Stephen Marvin

Chief Information Security Officer: William Mann

Director of Human Resources: Christine Hines

Borough Manager: Sean Metrick

ACT Committee Meeting:

I. Call to Order

II. Announcements

A. Borough Council work session for May will be held Monday May 18, 2026 at 630p in Borough Council chambers.

III. Comments

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

IV. Reports

A. ACT Committee –*Chair Report, workplan and issues raised at prior meetings (attachment)*

B. Quarterly Report – Sustainability, Will Williams (attachment)

V. Old Business

A. Approve March 2026 meeting minutes (attachment)

B. Motion to approve policy for Council remote meeting attendance (attachment)
Issue: Policy for remote attendance at work session, business, and committee meetings

C. Motion to approve Council communication and agenda management guidelines
Issue: Policy for Council/staff communication, agenda management, and Sunshine laws

D. Motion to approve organizational chart for borough website (attachment)
Issue: Updated organization chart for borough website

VI. New Business

- A. Motion to approve the annual lease with the West Chester Food Cooperative (attachment)
Issue: Approve annual lease in Lot #10
- B. Motion to approve annual lease with West Chester Growers Association (attachment)
Issue: Approve annual lease in Lot #10
- C. Motion to approve authorizing Borough Manager to execute an energy supply contract (attachment).
Issue: The Borough's energy supply contract expires December 31, 2026.

VII. Other Business

VIII. Adjournment

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

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



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

Borough Council

Nicole Scimone, President
Bernie Flynn, Vice President
Jerome Szczepaniak
Bryan Travis
Brian McGinnis
Stephen Marvin
Lisa Kearns

Mayor

Lillian L. DeBaptiste

Borough Manager

Sean Metrick

Committee Chair Report

Goals and progress

- Propose, develop, and begin to implement a strategy and associated policies and procedures to enhance civic/public engagement.
- Create comprehensive procedures to record and track-to-completion public concerns.

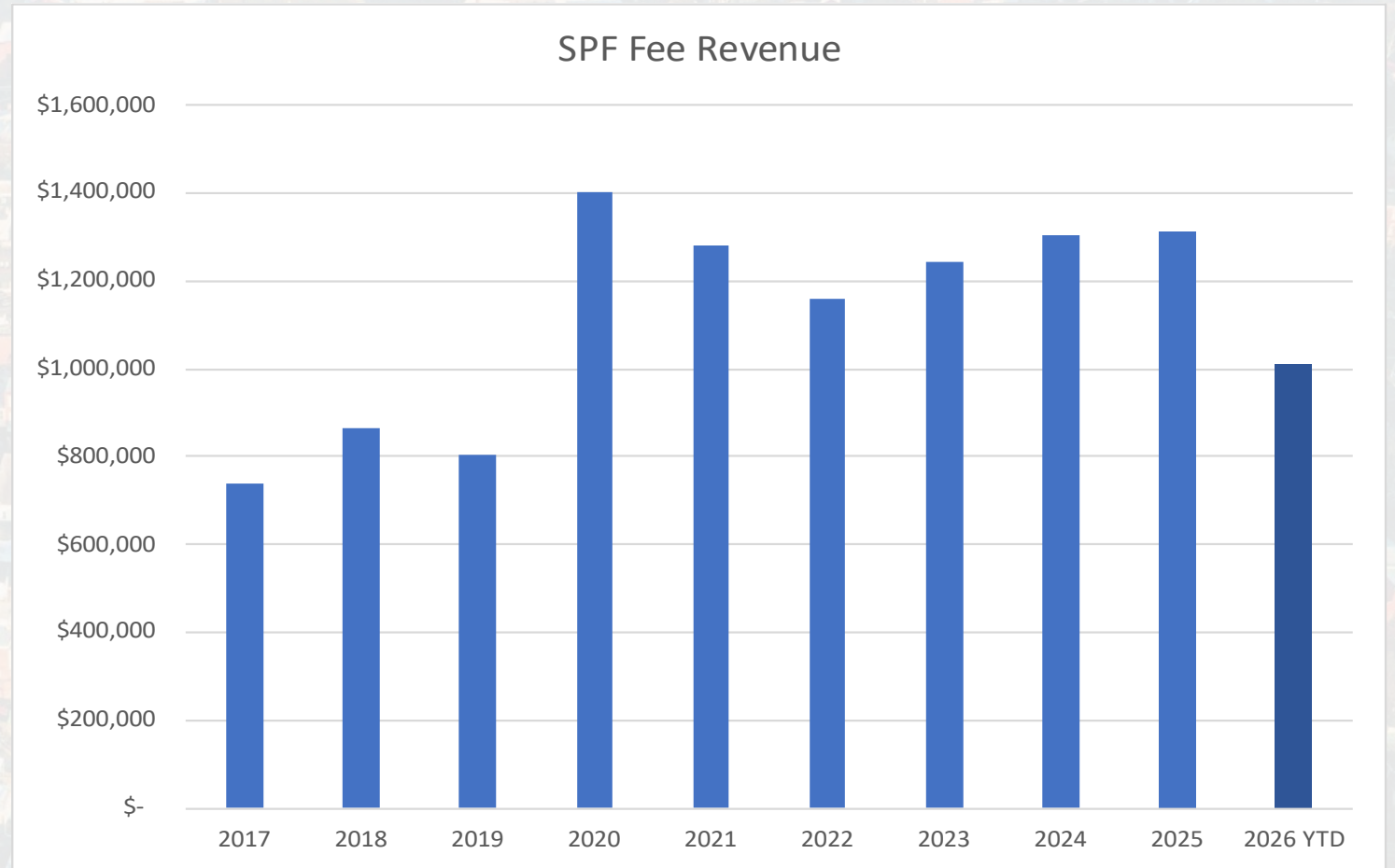
Issues Emerging

Sustainability Director's Report April 2026



Stream Protection Fee – 1Q Results

- 1Q revenue of \$1.01M
 - 2nd best quarter ever
- 20 properties transferred
- 11 properties reassessed
- 6 appealed, or applied for credits towards the annual fee
- Outstanding 2025 will be referred to collections shortly.



Taylor Run Stream Restoration



Brick Sewer Relining





Energy & Facilities

Chestnut St. Solar

System inverter (which converts DC output of array to AC current necessary to backfeed electrical panel/grid) is past its expected useful life, and experiencing increasingly frequent outages. LCD screen no longer functions, making troubleshooting difficult. Replacement budgeted in 2026

Borough Hall HVAC

Bidding of HVAC unit at Borough Hall in 2026. There are 10 of various sizes serving different parts of the building. Several operate 24/7, and several are on borrowed time. No upgrades during 2018-2019 building rehab.

Chestnut Street Garage EV Charging

Two additional EV charging plugs added in the garage. Waiting on warm weather to strip and officially open.

Energy Procurement

Energy supply contracts are expiring in January 2027. Options to be discussed at April Committee/BC meetings

A word on energy prices

NATURAL GAS (HENRY HUB) Price

Add to watchlist

2.86 -0.17 (-5.61%)

11:31:31 AM MI Indication

Intraday 1w 1m 6m Ytd 1y 3y 5y Max

Indicators ▾

Mountain-Chart ▾





Sustainability Advisory Committee

Tabling – Come say Hi!

SAC Members are tabling at community events all summer long. Stop by to learn more about energy, EVs, stormwater management, recycling, composting, and more.

Bird Town Certification

Municipal certification program with goals of creating ecological balance in developed areas. Focuses on birds, but includes habitat restoration, invasive removals, pesticide reduction, green stormwater management, etc.



BIRD TOWN
PENNSYLVANIA

www.birdtown.org

Transportation Advisory Committee

Public Input Process

Completed a months long public input process, with (free) technical assistance provided by DVRPC and 3rd party communications consulting firm Connect the Dots. Committee is reviewing results of all data collected during the process.

Missing Sidewalk Scoring Matrix

Creating a rubric to score and prioritize “segments” with missing sidewalks, to help complete pedestrian streetscape. TAC members have been completing scoring of segments on a ward-by-ward basis.





Tree Commission

Spring Tree Planting

Spring tree planting is underway, including about ~95 new street trees and some new trees wells uptown.

Catching up on Condemned Public Trees

Working through a backlog of trees previously condemned but not yet removed by owners.

Hoopes & Everhart Park Tree Removal

The Borough's new consulting arborist identified a number of dead/dying trees that need to be removed in Hoopes and Everhart Park. Most are ash trees that have succumbed to the invasive Emerald Ash Borer

Ordinance Revision

Working with the TC to present proposed ordinance changes to Borough Council in summer 2026



Grant Activity

Submitted Applications:

- DVRPC Transportation and Community Development Initiative: Turks Head Trail Feasibility - \$150,000

Grants Awarded:

- DCED Small Water & Sewer: Goose Creek Conveyance Phase II - \$500,000

Grants Agreements Executed:

- Local Share Account: WCFD Fire Truck- \$818,576
- DCED Flood Mitigation: Brick Storm Sewer Relining - \$65,000

Projects/Grants in closeout:

- Goose Creek Stormwater BMPs
 - DCED Small Water & Sewer (ARPA) - \$118,008
 - DEP Growing Greener - \$200,747
- Taylor Run Stream Restoration Project
 - DCED Watershed Restoration & Protection - \$150,000
 - PA H2O -\$500,000

Looking Ahead

Grant/Project Closeout

Generating reimbursement packages and final reporting for completed stormwater projects

Energy Benchmarking

Working with DVRPC and a cohort of municipalities to propose an energy benchmarking ordinance for large properties

Green Stormwater BMPs

Working with adopt-a-rain garden volunteers and our 3rd party maintenance contractor to clean up and replant green stormwater infrastructure around the Borough.

Spring Cleanup

Join the Mayor and Staff Sunday April 19th for some spring cleaning in streets and alleys around West Chester.

Energy Procurement

The Borough's current energy supply contracts end January 2027. It is time to start evaluating options.

Spring Grant Deadlines

Generating personnel policy to address unnecessary vehicle operation runtime in light-duty, non-emergency vehicles

Birdtown Certification

The SAC recently completed its application to be recognized as a bird-friendly municipality.

Tree Ordinance Updates

Working with the Tree Commission to update the Borough's tree ordinance.

MEETING MINUTES

ACT

Date: Wednesday, March 11, 2026 @ 6:30 PM

Committee Members: Lisa Kearns, Chair
Stephen Marvin
Jerry Szczepaniak

Staff: William Mann, Chief Information Security Officer
Nicholas Fink, Manager of Data and Enterprise Applications
Will Williams, Director of Sustainability
Sean Metrick, Borough Manager

II. Announcements

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

IV. **Reports**

- A. Human Resources Director Report - **completed**
- B. ACT Committee – **completed**

V. **Old business**

- A. Approve February 2026 meeting minutes – **Approved 3-0**
- B. Discuss remote meeting attendance for Council rules – **moved to Worksession for discussion**
Issue: Discuss remote virtual attendance for Council Members
- C. Discuss Borough Organizational Chart (attachment)
Issue: Discuss preparing an amendment to Subsection 3-9 Chart of Government Organization
- D. Discuss the process for tracking resident concerns – **continued discussion next month**
Issue: Review process for tracking residents' concerns = continued discussion at Worksession

VI. **New business**

- A. Discuss staff and Council communication and agenda management (attachment)
Issue: Discuss staff and Council communication, and agenda management – continued discussion next month

VII. Adjournment

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**POLICY OF THE BOROUGH COUNCIL OF WEST CHESTER, PENNSYLVANIA –
Remote Attendance at Borough Council Meetings**

Draft #4
(April 2 2026)

1. INTRODUCTION

The purpose of this policy is to establish rules and procedures for the remote attendance by Borough Council Members at public meetings in the interest of effective and efficient government.

2. POLICY

Once policies have been issued, they are considered “active” and if not followed, can be followed by disciplinary action. Each policy will be updated and approved by the Borough Council. Once approved, the policy will be distributed to the Borough Council. **This policy applies to Borough Council committees, work sessions, and voting sessions.**

3. PURPOSE

The West Chester Borough Council adopts this policy and these rules and procedures to further the goals of the West Chester Borough Council to allow full participation by Council Members at public meetings and provide meeting transparency to its citizens. The order of business of public meetings that provides a remote attendance option will be conducted in the following manner:

4. ROLES AND RESPONSIBILITIES

Members of the West Chester Borough Council are expected to be physically present for all public meetings except when being physically present is not practicable for one or more Council Member.

Circumstances under which physical presence for one or more Council Member is not practicable are limited to:

- Illness or other physical conditions, or temporary absence from West Chester, which cause the member of Council to face significant difficulties traveling to and attending the public meeting in person;
- Providing a reasonable accommodation for a member of Council with a disability; or,
- Other acceptable extenuating circumstances subject to the approval of the Council President or his/her/their designee.

A Council Member who believes it is not practicable, as set forth above, for him/her/them to attend a meeting in person shall notify the Council President (or designee) of the existence of such circumstance as far in advance as possible.

SECTION II: THE POLICY

Public Meetings with Remote Participation by Members of Borough Council

1. Council members will be permitted to attend virtually (“remote member”) if they are able to meet the conditions stated under the “Roles and Responsibilities;
2. Remote member is considered present, but will not count as part of the quorum;
3. A quorum of Council shall be physically present at the public location where the meeting is being conducted.
4. *Council members participating in this remote manner count for purposes of determining whether a quorum is present.*
5. At least one Council Member must be physically present at the public location identified when the meeting was advertised;
6. At the start of the meeting, the President or Chair shall announce the names of any member who is participating by remote means;
7. The remote member may make a motion;
8. The remote member may vote;
9. The remote member may not chair a meeting, and will delegate Chair responsibilities to a member physically present in the advertised location of the public meeting;
10. The remote member must be able to see and hear the comments of and speak to all those present at the meeting and all those present at the meeting must be able to see and hear the comments of and speak to such remote member contemporaneously.

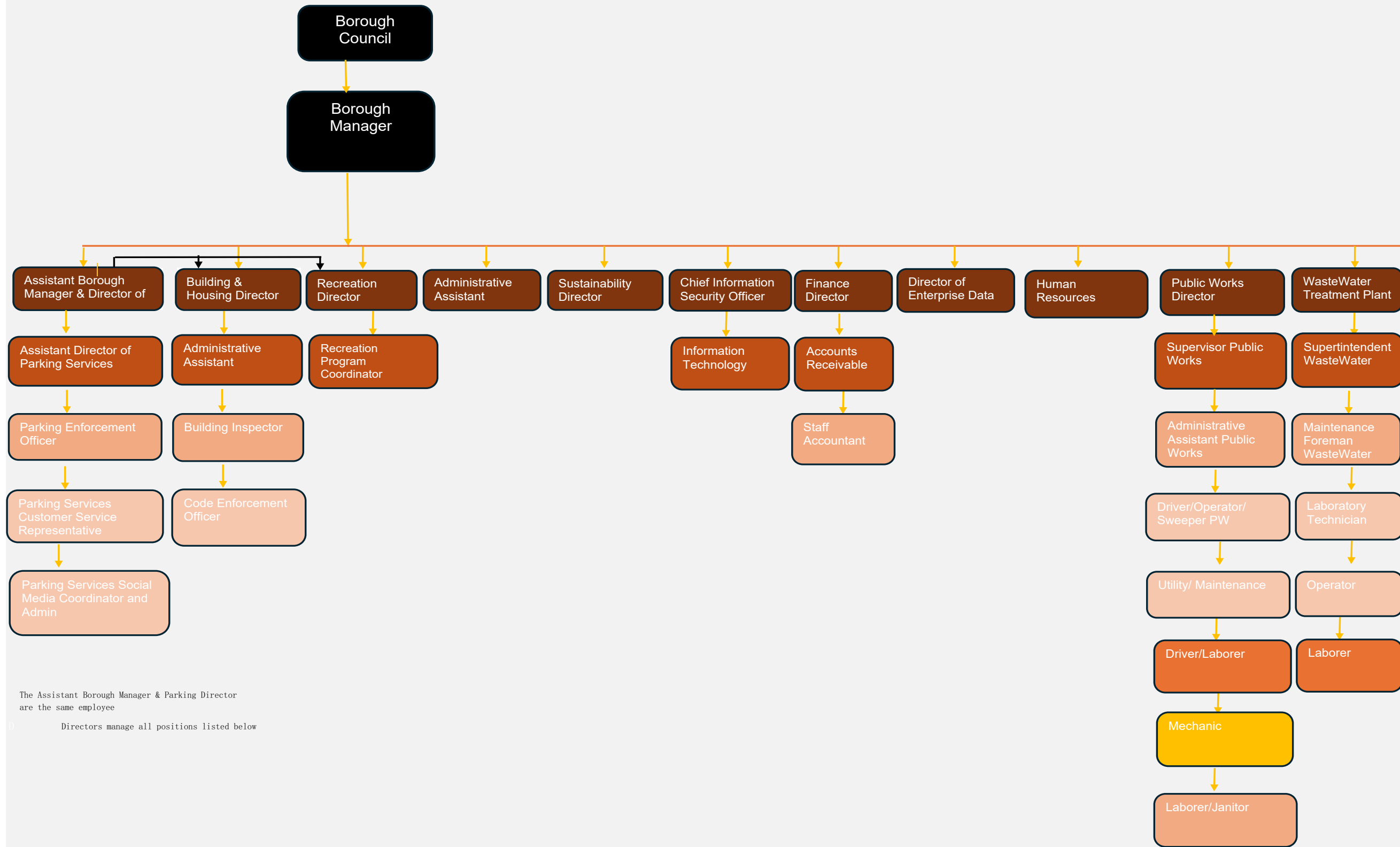
11. If remote participation is interrupted through disruption or glitches in the technology, the meeting shall be automatically recessed for up to 5-minutes to attempt to restore communications. If communication cannot be reestablished, the remote Council Member will be considered to have left the meeting and the meeting may continue at the public location identified when the meeting was advertised at the discretion of the Council Presidents/Chair.

Document Name	<i>Rules and Procedures for remote attendance</i>
Owner	West Chester Borough Council;
Version Number	Version 2 2 25 2026 Version 3 3 15 2026 Version 4 4 2 2026
Approval Date	

Approved By	
Approved By	
Approved By	
Date of Commencement	
Date of Last Review	
Date for Next Review	
For Office Use – Keywords for search function	Policy, procedure, manual, collections

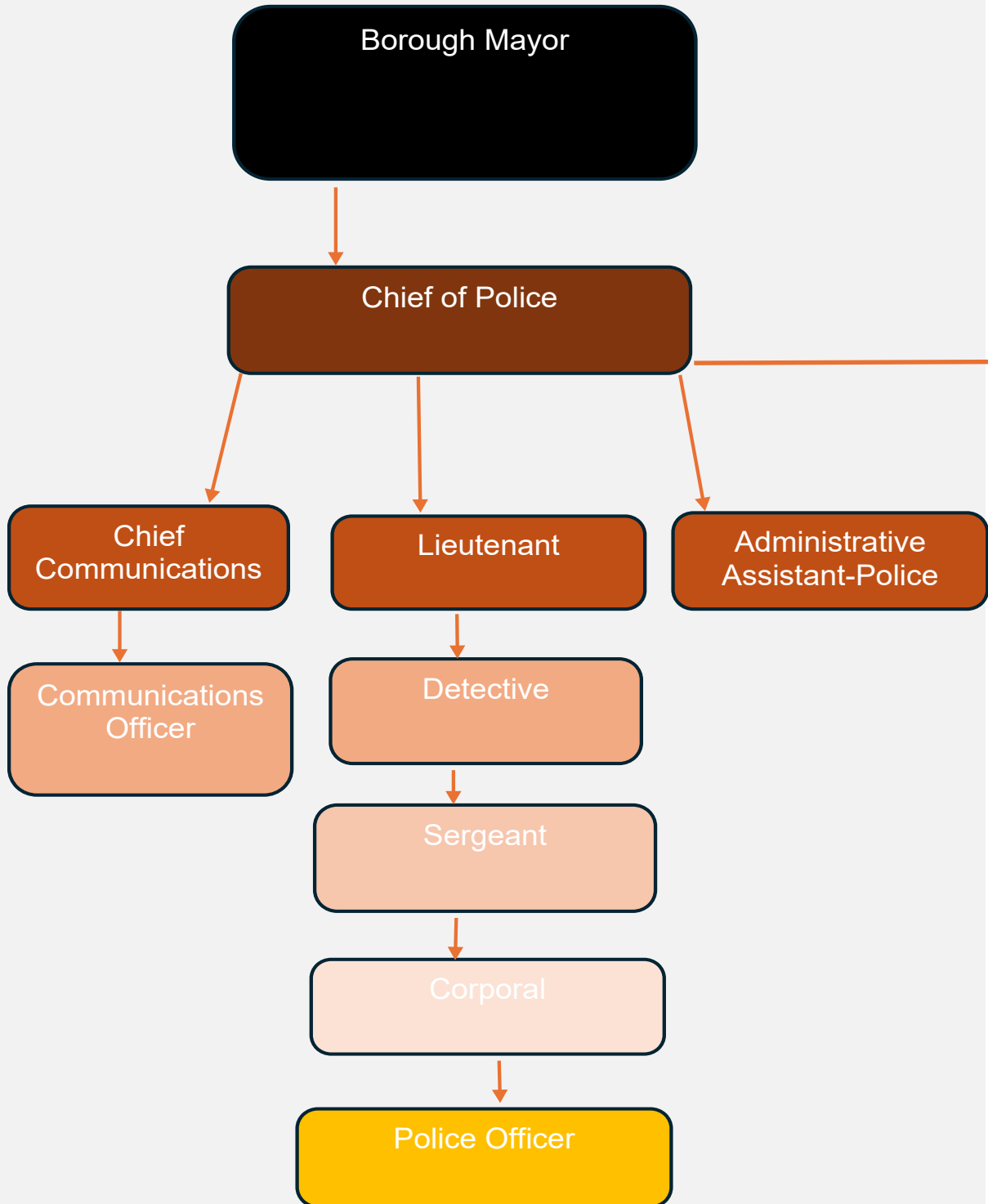
DRAFT

Borough of West Chester Organizational Chart

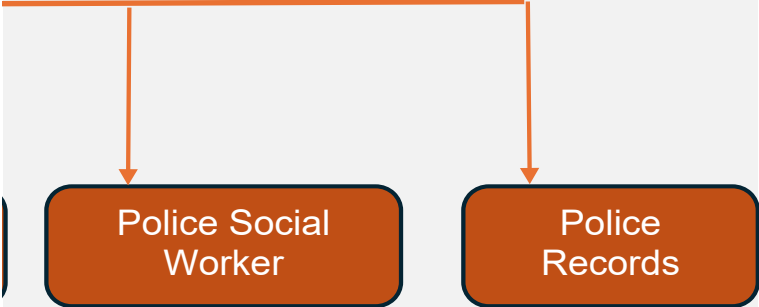


The Assistant Borough Manager & Parking Director are the same employee
 Directors manage all positions listed below

Borough of West Chester Police Organization



tional Chart



Commercial Lease

Borough of West Chester- West Chester Food Cooperative

This lease is made between the Borough of West Chester, herein called Lessor, and West Chester Food Cooperative a PA registered Non-Profit Cooperative Corporation, herein called Lessee.

Lessee hereby offers to lease from Lessor the premises situated in the Borough of West Chester, County of Chester, State of Pennsylvania, described as a portion of Patton Alley, as identified in Exhibit A, attached, upon following TERMS and CONDITIONS:

Term and Rent. Lessor demises the above premises for a term of every Saturday, 7:00-am to 1:00pm commencing on May 1, 2025 through November 30, 2025 and two Saturdays per month during the rest of the year at the annual rental of one (1) dollar.

Use. Lessee shall use and occupy the premises in accordance with 112-30 zoning for Town Center Block Class B. Lessee will principally operate services related to community education as well as marketing and outreach for the community owned cooperative. The premise may also be utilized for the sale of goods incidental to the principle services noted above. Lessor represents that the premises may lawfully be used for such purpose.

Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by lessor.

Alterations. Lessee shall not, without first obtaining the written consent of the Lessor, make any alterations, additions, or improvements, in, to or about the premises.

Ordinances and Statutes. Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities not in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Lessee.

Assignment and Subletting. Lessee shall not assign this lease or sublet any portion of any premises without prior written consent of the Lessor, which shall not be unreasonably withheld. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this lease.

Utilities. All applications and connections for necessary utility services on the demised premises shall be made in the name of Lessee only and Lessee shall be solely liable for utility charges as they become due, including those for sewer, water, gas, electricity, and telephone services.

Entry and Inspection. Lessee shall permit Lessor or Lessor's agents to enter upon the premises at any time.

Indemnification of Lessor. Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property, occurring on the demised premises or any part thereof, and Lessee agrees to hold Lessor harmless from any claims for damages, no matter how caused.

Insurance. Lessee, at this expense, shall maintain and public liability insurance including bodily injury and property damage insuring Lessee and lessor with minimum coverage as follows: \$500,000 for each occurrence. Lessee shall provide Lessor with a Certificate of Insurance showing lessor as additional insured. The Certificate shall provide for a ten-day written notice to Lessor in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies which may be owned by Lessor or Lessee, Lessee and Lessor, for the benefit of each other, waive any and all rights of subrogation which might otherwise exist.

Eminent Domain. If the premises or any part thereof or any estate therein, or any other part of the building materially affecting Lessee's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to Lessee. Lessee shall not be entitled to any part of the award for such taking or any payment in lieu thereof, but Lessee may file a claim for any taking of fixtures and improvements owned by Lessee, and for moving expenses.

Destruction of Premises. In the event of a partial destruction of the premises during the term hereof, from any cause, Lessor shall forthwith repair the same, provided that such repairs can be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. If such repairs cannot be made within said sixty (60) days, Lessor, at this option may make the same within a reasonable time, this lease continuing in effect with the rent proportionately abated as aforesaid, and in the event that Lessor shall not elect to make such repairs which cannot be made within sixty (60) days, this lease may be terminated at the option of either party.

Lessor's Remedies on Default. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five (5) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than five (5) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time

thereafter resume possession of the premises by any lawful means and remove Lessee or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of zero (0) dollars.

Attorney's Fees. In case suite should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

Notices. Any notice which either party may or is required to give, shall be given by mailing the same, postage prepaid, to Lessee at the premises, or Lessor at the address shown below, or at such other places as may be designated by the parties from time to time.

Heirs, Assigns, Successors. This lease is binding upon and inures to the benefit of the heirs, assigns and successors in interest to the parties.

Subordination. This lease is and shall be subordinated to all existing and future liens and encumbrances against the property.

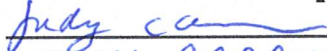
Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: Exhibit A, Stall Layout Plan

West Chester Borough



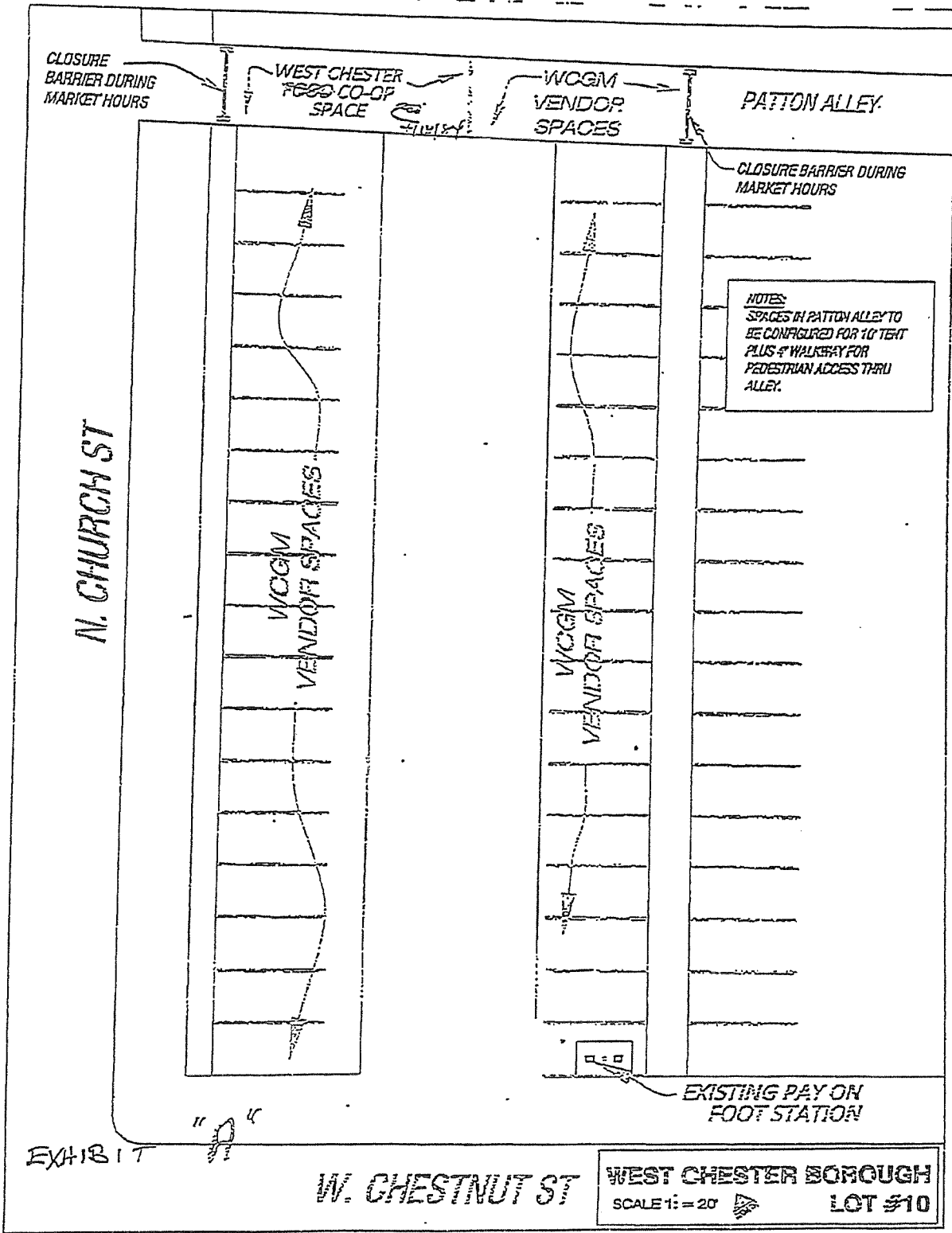
Sean Metrick, Borough Manager

West Chester Food Cooperative



JUDY CARRINO

Printed Name



CLOSURE BARRIER DURING MARKET HOURS

WEST CHESTER FOOD CO-OP SPACE

WCGM VENDOR SPACES

PATTON ALLEY

CLOSURE BARRIER DURING MARKET HOURS

NOTES:
SPACES IN PATTON ALLEY TO BE CONFIGURED FOR 10' TENT PLUS 4' WALKWAY FOR PEDESTRIAN ACCESS THRU ALLEY.

N. CHURCH ST

WCGM VENDOR SPACES

WCGM VENDOR SPACES

EXISTING PAY ON FOOT STATION

EXHIBIT 10

W. CHESTNUT ST

WEST CHESTER BOROUGH LOT #10
SCALE 1" = 20'

Commercial Lease

Borough of West Chester — West Chester Growers' Association

This lease is made between the Borough of West Chester, herein called "Lessor", and West Chester Growers' Association, herein called "Lessee".

Lessee hereby offers to lease from Lessor the premises situated in the Borough of West Chester, County of Chester, State of Pennsylvania, described as the western half of Lot #10, Chestnut Street and Church Street, as identified in Exhibit A, attached, upon following TERMS and CONDITIONS:

Term and Rent. Lessor demises the above premises for a term of every Saturday, 7:00 am to 2:00 pm commencing on May 1, 2025 through December 31, 2025 and the first, third, and fifth Saturdays of each month from January 1, 2026 thru April 30, 2026. The Lessor reserves the right to cancel any approved and/or scheduled Growers' Market with or without notice for public health or safety reasons, or public emergency. The Lessor also reserves the right to cancel any approved and/or scheduled market event for the balance of the term of this lease with six months written notice. In a non-emergency situation, Lessor will endeavor to temporarily re-locate the Growers' Market to an alternate Borough property.

The rental charge is Fifty Dollars (\$50.00) per Saturday that the Lessee occupies, in whole or part, the premises. The rent shall be billed and paid quarterly.

Sixty days prior to the termination of the terms of this lease the Lessor will notify the Lessee of the conditions of renewal of this lease.

Use Lessee shall use and occupy the premises for operation of a Growers' Market. The premises shall be used no other purpose. Lessor represents that the premises may lawfully be used for such purpose.

Care and Maintenance of Premises. Lessee acknowledges that the premises are in good order and repair, unless otherwise indicated herein. Lessee shall, at his own expense and at all times, maintain the premises in good and safe condition, and shall surrender the same, at termination hereof, in as good condition as received, normal wear and tear expected. Lessee shall also maintain in good condition such portions adjacent to the premises, such as sidewalks, driveways, lawns and shrubbery, which would otherwise be required to be maintained by lessor.

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Lessor's Remedies on Default. If lessee defaults in the payment of rent, or any additional rent, or defaults in the performance of any of the other covenants or conditions hereof, Lessor may give Lessee notice of such default and if Lessee does not cure any such default within five (5) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Lessee does not commence such curing within such five (5) days and

thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease on not less than five (5) days' notice to Lessee. On the date specified in such notice the term of this lease shall terminate, and Lessee shall then quit and surrender the premises to Lessor, but Lessee shall remain liable as hereinafter provided. If this lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the premises by any lawful means and remove Lessee other occupants and their effects. No failure to enforce any term shall be deemed a waiver.

Security Deposit. Lessee shall deposit with Lessor on the signing of this lease the sum of zero (0) dollars.

Attorney's Fees. In case suit should be brought for recovery of the premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including reasonable attorney's fees.

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Entire Agreement. The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The following Exhibits, if any, have been made a part of this lease before the parties' execution hereof: Exhibit A, Stall Layout Plan.

West Chester Growers' Market

Andrew O'Neill
Board Member

West Chester Borough

Sean Metrick
Borough Manager

WC Borough Energy Supply Contract

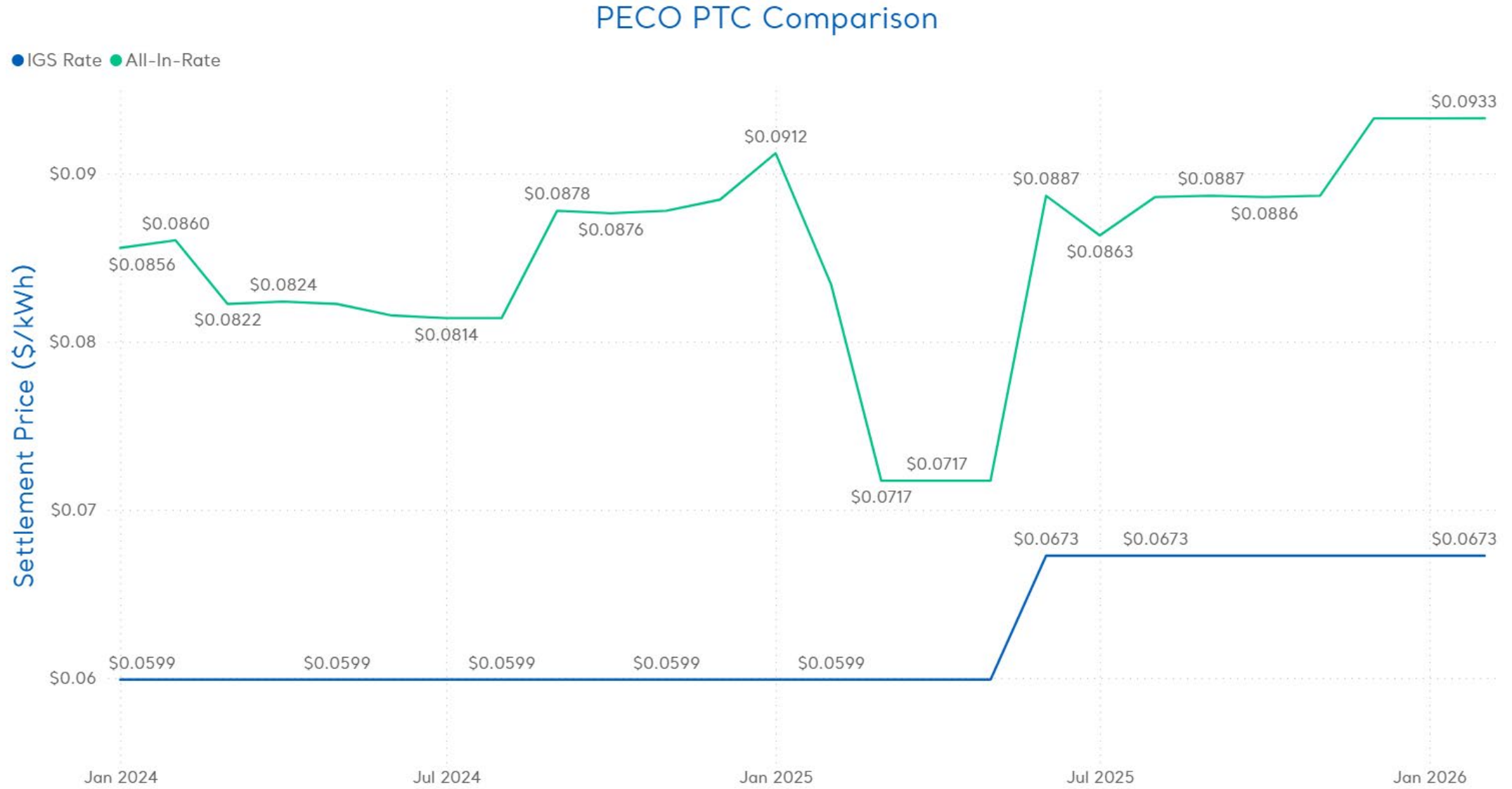
PECO Energy Bill

Energy Supply	\$\$\$
PECO Costs	\$\$
Fees, GR tax, etc.	\$

Traditionally we have:

- Signed 2-3 year supply contracts
- Flat, per kWh price for all accounts during contract term
- Enjoyed dramatically lower energy prices and budget certainty
- Procured renewable energy

2024 Contract versus PECO - \$336,000 projected savings



Natural Gas \$/mmBTU (Henry Hub) – 3/30/2026

Intraday 1w 1m 6m Ytd 1y 3y 5y Max

Indicators ▾

Mountain-Chart ▾



WC Borough Energy Supply Contract

Post-Pandemic Changes

- Extremely volatile day-to-day pricing
- ***Need to execute contract same-day to participate in 3rd party supply market***

Recommendation

- Track markets, obtain pricing from multiple suppliers
- Execute 2-3 year contracts, to lock in price below versus PECO's default tariff

Commercial Customers

PECO's Price per kWh

General Service (GS)

\$.09897

Rate Class

Price per Ccf

Gas Commercial and Industrial (GC)

\$.67106

Action Item

- Approve motion to authorize Borough Manager to execute electric & gas purchasing agreement below PECO Price to Compare