City of Chester
Council Meeting Agenda

One 4th Street
Chester, PA 19013

Wednesday, May 13, 2026 **10:00 AM** **Council Chambers**

INVOCATION:

PLEDGE TO THE FLAG

ROLL CALL

MINUTES OF PREVIOUS MEETING: April 22, 2026

PUBLIC COMMENT (AGENDA ITEMS ONLY)

COURTESY AND PRIVILEGE OF THE FLOOR RULES

Please observe the Rules of Council when addressing the body. The City website also includes all the meetings and material for the agenda, videos of previous meetings, and a link to current meetings that are in progress.

Public Comment Rules:

If you would like to speak, we are asking that you fill out the Sign-in Sheet located on the podium.

Please address the Council President (The Mayor). You are given privilege of the floor to provide public comment. This is a time to present comments, it is not a question-and-answer session. If you are speaking on behalf of yourself, you have three minutes and if you are speaking on behalf of a group that has several members present, you will be given five minutes - the idea being the entire group does not come up and make the same type of statement. Please be sure to state your name and address for the record and fill out the sign-in sheet.

Courtesy of the Floor is meant to provide public comment on items that are not on the agenda; Council will take all comments under advisement and have the appropriate officials get back to you if necessary. If you have materials for Council, please distribute it to the City Clerk.

Public comment during consideration of ordinances, resolutions and motions is limited by topic – your comments must be relevant. Public comments are taken before the council votes on items.

Council will not entertain personal insults or attacks, name calling or other behavior that is inconsistent with the purpose of conducting official business. Please address the Council President (The Mayor). Refrain from using offensive language, cursing, and making noises while other people are speaking. Act with decorum. Remove your hat and turn cell phones off.

Please be aware that comments and/or behavior in violation of these rules will result in a forfeiture of all remaining time and you will be asked to return to your seat.

COMMUNICATIONS: *Council meetings are held on the second and fourth Wednesday of each month beginning at 10:00 AM in Council Chambers, except for quarterly night Council meetings on the second Wednesday beginning at 7:00 PM. For copies of the agenda or meeting announcements, please visit our website at www.Chestercity.com or contact the City Clerk at CNewsome@cityofchesterpa.gov to receive an email notice of the meetings.*

OLD/NEW BUSINESS:

ORDINANCE (To be Voted On):

B – 2 Final Reading "As Amended"

An Ordinance of the Codified Ordinances of the City of Chester, Delaware County, Pennsylvania, 1978, as supplemented and amended, to enact new Article 521, entitled "Booting and Vehicle Immobilization"; to establish procedures and regulations for the immobilization and removal of vehicles; to manage traffic, enforce parking regulations, and collect unpaid parking fines and to establish penalties; and repealing all ordinances or parts of ordinances inconsistent therewith.

B – 3 Final Reading

An Ordinance of the City of Chester, Delaware County, Commonwealth of Pennsylvania, amending Title Three, Article 317, entitled, "Parking Tax" of the Codified Ordinances of the City of Chester 1978, supplemented and amended, to update Definitions, reduce penalty rates, and establish an Amnesty Program for delinquencies; providing a severability clause; and providing an effective date.

B – 4 Final Reading

An ordinance of the City of Chester, Delaware County, Commonwealth of Pennsylvania, amending Part Five, Traffic Code, Article 523, entitled "Parking Meters" of the Codified Ordinances of the City of Chester, to update Definitions, establish a stadium district meter zone, and establish dynamic pricing; providing a severability clause; and providing an effective date.

B – 5 Final Reading

An Ordinance of the City of Chester, Delaware County, Commonwealth of Pennsylvania, enacting new Article 319, entitled "Amusement Tax", of the codified ordinances of the City of Chester, to provide for an amusement tax pursuant to the Local Tax Enabling Act, 53 P. S. § 6901 et. seq., to provide an effective date and repeal all ordinances or parts of ordinances inconsistent therewith.

RESOLUTIONS FOR FINAL PASSAGE (To be Voted On):

R – 54

Authorize the installation of an honorary street sign renaming a portion of Booth Street on 3rd Street to Bishop Dickie Robbins Way, in recognition of his leadership and unwavering commitment to walk in purpose, live with integrity, and lead with love.

Submitted By: Tameka Williams, Councilwoman
Attachment: Resolution

R – 55

Authorize the installation of an honorary street sign, renaming a portion of Edwards Street at 2nd Street to Rev. Dr. Wm Rocky Brown Way, in recognition of over 50 years of advocacy work for the residents the City of Chester and his continuing work with our children as a teacher in the public and charter schools.

Submitted By: Tameka Williams, Councilwoman
Attachment: Resolution

R – 56

Authorize the installation of an honorary street sign, renaming the 2800 Block of West 3rd Street to PM Threston Charles Roots Way, in recognition of his dedication and leadership to his brothers of Franklin Lodge #58, the brothers and sisters of the Prince Hall Family and his community.

Submitted By: Tameka Williams, Councilwoman
Attachment: Resolution

R – 57
Authorize the installation of an honorary street sign, renaming a portion of Ward Street at 7th Street to Ny'Ques Farlow Davis Way, in recognition of the tremendous impact he had on his family, friends, teammates and the entire Chester community.

Submitted By: Portia West, Councilwoman
Attachment: Resolution

R – 58
Authorize the appointment of Susan Dennis as a member of the Stormwater Authority of the City of Chester Board, to fill the unexpired term of John Shelton, Sr., with a term to expire October 28, 2028.

Submitted By: Portia West, Councilwoman
Attachment: Resolution

R – 59
Authorize an amendment to the contract with Casella to increase the number of units eligible for invoicing from 9,900 to 10,408 at the existing unit price of $13.93/unit.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution

R – 60
Authorize the City to accept and enter into the Economic Development Administration (EDA) Distressed Area Recompete Pilot Program – Phase 1 Strategy Development Grant in the amount of $400,000.00; authorizes the Mayor, or his designee, to execute all documents and take all actions necessary to comply with the terms and conditions of the grant award, including but not limited to program implementation, reporting, and financial management requirements; and select Tec Centro Network, as the nonprofit partner, in an amount not to exceed $140,000.00 and Just Strategies, as the Recompete Pilot Program Coordinator, in an amount not to exceed $80,000.00.

Submitted By: Nona B. Watson, Director Department of Community & Economic Development
Attachment: Resolution

R – 61
Authorize entering into a Lawn Care and Maintenance Services Agreement with Delaware County Industrial Development Authority, for the property known as DeShong Park, for the period beginning May 15, 2026, through and including October 31, 2026.

Submitted By: Thomas Moore, Chief of Staff
Attachment: Resolution and Agreement

REPORTS: Citizen Request Button 1-Month Update | Justin Tibbels, Special Assistant

PRESENTATIONS:
Message from Mayor Roots | Justin Tibbels – Special Assistant to the Mayor
Safe Summer Kickoff and Summer Food Program | Crystal Burrell, Recreation Coordinator

PUBLIC COMMENT:

ADJOURN

BILL NO. 2

1st READING 4/22/2026

PASSED 5/13/2026
"AS AMENDED"

NO. 2 , 2026

A N O R D I N A N C E

AN ORDINANCE OF THE CODIFIED ORDINANCES OF THE CITY OF CHESTER, DELAWARE COUNTY, PENNSYLVANIA, 1978, AS SUPPLEMENTED AND AMENDED, TO ENACT NEW ARTICLE 521, ENTITLED "BOOTING AND VEHICLE IMMOBILIZATION"; TO ESTABLISH PROCEDURES AND REGULATIONS FOR THE IMMOBLIZATION AND REMOVAL OF VEHICLES; TO MANAGE TRAFFIC, ENFORCE PARKING REGULATIONS, AND COLLECT UNPAID PARKING FINES AND TO ESTABLISH PENALTIES; AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH.

THE COUNCIL OF THE CITY OF CHESTER DOES ORDAIN:

CROSS REFERENCES
Power to establish removal and impounding procedures – see Vehicle Code (75 Pa. C.S.A. §6109(a)(22)
Removal of vehicle – see Vehicle Code (75 Pa. C.S.A §3352)
Towing – see City of Chester Tow Ordinance (Ord. #1-2025, Passed 3-26-25)

SECTION 1. Definitions.
For the purpose of this article, the following definitions shall apply:

(a) "Unsettled parking violation" means any outstanding violations of the parking, standing, or stopping regulations of the City of Chester Traffic Code or Pennsylvania Motor Vehicle Code which remain outstanding and unpaid thirty (30) days or more from the date of issuance.

(b) "Boot, booting or booted" means the act of immobilizing a motor vehicle in such a manner as to prevent its operation with a device or by means which shall cause no damage to such vehicle unless it is moved while such device is in place or such means are employed.

SECTION 2. Boot Installation.

A motor vehicle found parked within the City upon any public ground at any time may, at the direction of an officer or member of the City Police Department, be booted if there are three or more unsettled parking violations pending against the owner of the motor vehicle.

SECTION 3. Notice of booting.
Upon booting of such motor vehicle, the officer, employee, or booting service shall cause to be placed on the vehicle, in a conspicuous manner, notice sufficient to warn any individual that the vehicle has been immobilized, and that any attempt to move the vehicle might result in damage to

the vehicle. The notice shall also outline the procedure for obtaining removal of the boot. The officer, employee, or booting service shall, as soon as practicable, provide the owner of the booted vehicle, at his request, with a list of the prior unsettled parking violations for which, or on account of which, such vehicle was booted.

SECTION 4. Boot Removal; Hearing.

a. The owner of a booted vehicle, or other authorized person, shall be permitted to secure release of vehicle upon:

1) Paying the amount of the fine, penalty and court costs, if any, for each unsettled parking violation; and

2) The payment of the fee(s) as required by Section 6.

b. The owner of a booted vehicle, or other authorized person, shall have the right to a post-immobilization hearing limited to the determination of the validity of the booting. Such hearing shall be requested within fifteen days after the vehicle is booted and shall be conducted by a hearing officer or the alternate hearing officer to be appointed by the Mayor. The hearing shall be held during normal business hours within three business days of the demand therefor. The post-immobilization hearing shall not be determinative of or adjudicate the merits of any citation issued relative to any immobilized vehicle but shall be limited solely to whether the vehicle was properly subject to booting under the provisions of this article.

SECTION 5. Booting, Towing, and Storage of Vehicles.

The boot shall remain in place for seventy-two hours unless the owner has complied with Section 4. If such compliance has not occurred within seventy-two hours, the vehicle may be towed or impounded. If the booting occurs when a vehicle is parked in any zone regulated by towing provisions, then such vehicle is subject to immediate towing and impounding. Towing and storage fees, as set by administrative order, as specified in the City Towing Ordinance, shall be paid, along with fees specified in Section 4 and Section 6 before the owner of such vehicle, or authorized person, shall be permitted to repossess or secure the release of the vehicle. Vehicles unclaimed within sixty days of towing and storage shall be deemed abandoned and subject to disposal as such in the manner authorized by law.

SECTION 6. Booting Fee.

The owner of a booted vehicle shall be subject to a fee established by resolution of Council, which may be amended from time to time. The fee established on the effective date of this ordinance shall be seventy-five dollars ($75.00) for any such immobilization.

SECTION 7. Implementation and Enforcement

This article shall be enforced by the Police Department which shall have authority for implementing the parking enforcement provisions thereof and to promulgate such rules and regulations as are necessary therefor, which regulations shall become effective upon approval by Council.

SECTION 8. Annual License Required.

A Public Booting License is required for any booting company engaged in the business of booting vehicles at the request of the City from highways, public rights-of way, public parking lots, sidewalks, and other public property in the City, which shall be licensed annually in accordance with the

provisions of this Section.

a. Application for License. Applications for Booting License shall be submitted to the Police Commissioner upon forms prepared and made available by the City. The application form(s) shall be properly completed, signed and accompanied by the application and license fee. The Police Commissioner shall review and inspect the required storage facility and towing equipment and all applications for compliance with the terms of this ordinance and other applicable regulations.

b. Issuance of License(s). A booting license shall be issued only to booting companies that comply with the provisions of this ordinance.

c. License Fee. The public booting license fee under this ordinance shall require payment of an original application fee, which is established by resolution of Council and may be updated from time to time. The public booting license fee established as of the effective date of this ordinance shall be two hundred dollars ($200.00). These are non-refundable application fees. If the booting service is also applying for or already has been approved for a towing license there is no additional fee for a booting license.

d. All booting licenses, except those terminated for just cause as provided herein, are subject to an annual renewal fee of$100.00. This renewal fee shall be paid within the first quarter of each calendar year. If the booting service is also renewing a towing license there is no additional fee for the booting license.

SECTION 9. Minimum Requirements/Qualifications.
Booting companies to be licensed under this ordinance to boot vehicles at the request of the City shall maintain the following minimum requirements:

a. General Equipment. Business and equipment shall be located within the City of Chester, Pennsylvania unless approved in advance by the City of Chester. Only if the Police Commissioner deems there to be a need to allow more booting companies to provide services controlled by this ordinance shall a booting company whose business is located outside the City of Chester be allowed to be licensed under this ordinance. Vehicles must be plainly marked with the booting company's name, logo, and phone number. Booting company employees shall wear a uniform that plainly displays the company name and logo.

b. Advertising and Contact Information. Booting companies must be listed in acurrent published telephone directory or available through a common internet search. These listings must, at minimum, include the company name, business address, and a business telephone number that is personally answered 24 hours per day.

c. Insurance. Booting companies shall be required to carry insurance at the minimum policy limits as follows:

1. Automobile liability insurance in an amount not less than $1,000,000.00, combined single limits.
2. Workers' compensation insurance, as required by Statute.
3. Miscellaneous coverage to provide complete protection to the City against any and all risks of loss or liability including comprehensive General Liability.

The City shall be listed as an additional insured party on all policies and such policies shall contain a provision requiring notification to the City prior to any policy revision or termination. A copy of the policy shall be provided to the Police Commissioner.

d. Criminal Record. No booting company owner or employee shall have any misdemeanor and/or felony criminal convictions for criminal violations that would be inconsistent with providing professional booting services. Specifically, no booting company owner or employee shall have any such conviction(s) for the following violations of the Pennsylvania Crimes Code:

Chapter 25 Criminal Homicide
Chapter 29 Kidnapping
Chapter 31 Sexual Offenses Section
3502 Burglary
Section 3921 Theft by Unlawful Taking or Disposition
Section 3922 Theft by Deception
Section 3925 Receiving Stolen Property
Section 4101 Forgery
Section 4104 Tampering with Records or Identification
Section 4107 Deceptive Business Practices
Section 4117 Insurance Fraud

e. Property, Business Privilege, Mercantile, or Municipal Taxes and Fees.
No company shall receive a license or license renewal if the company has not paid its property taxes, mercantile taxes, or any other municipal fee as required under City of Chester Code of Ordinances.

SECTION 10. Right to Hearing Not Waived.
Nothing in this article shall be construed to deprive any person of the constitutional right to a hearing or trial as to the violations for which citations have been issued.

SECTION 11. Prohibited Acts.
It shall be a prohibited act for any booting company to:
a. Sub-contract booting services requested by the City unless authorized in advance by the City.
b. Boot a vehicle on public property without authorization from the City or Police Department.
c. Boot a vehicle on private property in violation of the requirements of this ordinance.
d. Use "Chester" in the name of the booting company.
e. Charge or provide a written quote or invoice or collect fees in excess of those specifically designated in this ordinance.
f. Falsify any information regarding the application.

SECTION 12. No Authorization for Booting on Private Property.
No motor vehicle shall be booted on private property under the authority of this ordinance

SECTION 13. Notification of Removal or Booting.
Within 1 hour from the time of booting of any vehicle by a licensed booting service, the City of Chester Police Department shall be notified, by providing the Police Department with a copy (or facsimile) of the written authorization and shall include the following information:
a. The make, model, color, and registration number
b. State of registration

c. Address where the vehicle was immobilized
d. Date and time of immobilization
e. Booting fee
f. Name and 24-hour telephone number of the booting company
g. Location where the vehicle may be claimed by the owner

SECTION 14. Complaints Against Licensed Booting Companies.
The Police Commissioner shall notify the licensed booting company owner within 14 days of receipt of any complaint against a booting company that will be investigated by the Police Department.

SECTION 15. Financial Interests of Vehicle Owner and Booting Company Prohibited.
Booting companies are prohibited, either directly or indirectly, from giving, receiving, or furnishing a rebate or payment of money or any other valuable consideration to a vehicle owner from whose vehicle the booting company has, is about to, or will boot.

SECTION 16. Penalties.
Any person who shall tamper with, remove or attempt to remove any device used to immobilize a motor vehicle that has been booted pursuant to this article, or who shall move or attempt to move the vehicle booted before release of the vehicle has been officially secured, shall be guilty of a summary offense and, upon conviction thereof, shall be fined not less than three hundred dollars ($300.00) nor more than one thousand dollars ($1,000), together with cost of prosecution, or imprisoned for not more than thirty days (30 days), or both.

SECTION 17. Severability.
If any provision of this Ordinance is held invalid, such invalidity shall not affect other provisions which can be given effect without the invalid provision.

SECTION 18. Effective Date.
This Ordinance shall take effect immediately upon enactment.

WE HEREBY CERTIFY that this Ordinance passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest:_____
CITY CLERK

BILL NO. 3

1ST READING 4/22/2026

PASSED 5/13/2026

NO. 3 , 2026

A N O R D I N A N C E

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING TITLE THREE, ARTICLE 317, ENTITLED, "PARKING TAX" OF THE CODIFIED ORDINANCES OF THE CITY OF CHESTER 1978, SUPPLEMENTED AND AMENDED, TO UPDATE DEFINITIONS, REDUCE PENALTY RATES, AND ESTABLISH AN AMNESTY PROGRAM FOR DELINQUENCIES; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Chester is a Third-Class City duly organized and operating in accordance with the laws of the Commonwealth of Pennsylvania and the Home Rule Charter and Optional Plans Law, 53 Pa. C.S. 2901 *et seq.*; and

WHEREAS, in accordance with the Home Rule Charter and Pennsylvania law, City Council has the authority to amend, at any time it deems proper, the provisions of the City Code of Ordinances; and

WHEREAS, after review of its Code of Ordinances, City Council has determined it to be appropriate to amend the current regulation of the Parking Tax in the City.

NOW, THEREFORE, BE IT ORDAINED as follows:

SECTION I: AMENDMENT OF CODE

Article 317. Parking Tax

§ 317.01. Definitions. (c) "Operator" shall be repealed and replaced as follows:

(c) "Operator" means any person conducting the operation of a nonresidential parking lot or receiving the consideration for the parking or storage of motor vehicles at such parking lot, including without limiting the generality of the above any governmental body, governmental subdivision, municipal corporation, public authority, non-profit corporation, or any person operating as an agent of one of the above. Operator shall not include a church, synagogue, temple, or mosque, or other establishment categorized under IRS Section 501(c)(3) as a non-profit organization focused on religious worship.

§ 317.08. COLLECTION OF UNPAID TAXES shall be repealed and replaced as follows:

The Tax Administrator or duly appointed designee shall have the power in the name of the City to institute proceedings to collect, by suit or otherwise, all taxes, interest, costs, fines, and penalties due under this article and unpaid. If the operator neglects, refuses, or fails to file any return or make any payment as herein required, an additional ten percent (10%) of the amount of the tax shall be added by the Tax Administrator or designee and collected from the operator as a penalty. All taxes due and unpaid shall bear interest at the rate of ten percent (10%) per annum or fraction thereof from the date they are due and payable until such time as they are paid.

§ 317.11. PARKING TAX AMNESTY PROGRAM shall be added as follows:

1. Overview of Program
2. Definitions
3. Taxes Eligible for Amnesty
4. Notification of Amnesty Program
5. Participation Requirements
6. Amnesty Return
7. Tax Return Filing
8. Payments
9. No Extensions of Time for Filing Requirements
10. Continued Compliance
11. Future Amnesty Participation
12. Denial of Interest and Penalty Abatement
13. Appeals of Denial of Interest and Penalty Reinstatement

1. Overview of Program

a. The City of Chester Parking Tax Amnesty Program (the "Amnesty Program") period begins May 1, 2026, and ends on July 31, 2026 (the "Amnesty Period"). All parking taxes owed to the City of Chester are eligible for the Amnesty Program.
b. The Tax Administrator may use the services of a third-party vendor to assist with implementation of the Amnesty Program and provide services to its participants.
c. To participate, taxpayers must file an Amnesty Return, file all delinquent tax returns and make the required payment within the Amnesty Period. **All penalties, collection fees, and interest due will be waived.**
d. Unpaid taxes, penalties, and interest that result from periods after the Amnesty Period are not eligible for the Amnesty Program.

2. Definitions

The following words and terms have the following meanings, unless the context clearly indicates otherwise:

a. "Amnesty Return" means the return to be filed by a taxpayer applying to participate in the Amnesty Program. The term includes all the required tax returns, tax reports, accompanying schedules and other documentation required to be filed electronically or by paper in conjunction with the Amnesty Return.

b. "Department" means the Department of the City of Chester Tax Administrator.

c. "Delinquency" means an unpaid tax, penalty, or interest liability or a non-filed tax return or tax report.

d. "Known liability" means a delinquency known to the Department.

e. "Unknown liability" means a liability for a Parking Tax for which either:
- No return or report has been filed, no payment has been made, and the taxpayer has not been contacted by the Department concerning the unfiled returns or reports or unpaid tax; or
- A return or report has been filed, the tax was underreported and the taxpayer has not been contacted by the Department concerning the underreported tax.

3. Taxes Eligible for Amnesty

Individuals, businesses, and other entities with eligible tax delinquencies as of May 1, 2026, are generally eligible to participate in the Amnesty Program. Non-filed tax returns or reports, as well as unpaid, under-reported or un-established taxes, whether known or unknown to the Department, constitute eligible delinquencies.

4. Notification of Amnesty Program

For each tax delinquent, a written notice will be sent where there is a valid address on the Department's records. This notice will contain important information for the recipients to participate in the Amnesty Program.

5. Participation Requirements

A participating taxpayer, who has a delinquency for taxes eligible for Amnesty, must do each of the following during the Amnesty period:

- File an online Amnesty Return;
- Make payment of all taxes due in accordance with the Amnesty Return that is filed;
- File complete tax returns for all required tax periods for which the taxpayer previously has not filed a tax return;
- File complete amended returns for all required periods for which the taxpayer underreported tax liability; and
- File all returns for tax periods not eligible for the Amnesty Program.

To participate in the Amnesty Program a business or individual may not:

- Currently be under criminal investigation for an alleged violation of any tax law; or
- Prior to the Amnesty Period, have been named as a defendant in a criminal complaint alleging a violation of any law imposing a tax administered by the Department; or
- Be a defendant in a pending criminal action for an alleged violation of any

law imposing an eligible tax.

A taxpayer's participation in the Amnesty Program is conditioned upon the taxpayer's agreement that the right to protest or pursue an administrative or judicial proceeding regarding tax amnesty returns filed under the Amnesty Program or to claim any refund of money paid under the Amnesty Program is not permitted.

A taxpayer with active administrative or judicial appeals is eligible to participate in the Amnesty Program. The taxpayer must withdraw the active administrative or judicial appeals relating to periods accepted into the Amnesty Program.

6. Amnesty Return

An Amnesty Return must be filed by each taxpayer seeking to participate in the Amnesty Program. If additional liabilities unknown to the Department are owed by a taxpayer, the taxpayer will need to complete an Amnesty Return which includes a line item summarizing tax owed for each newly-reported or amended period, and remit payment of the balance due reflected on the Amnesty Return no later than the last day of the Amnesty Period.

Businesses or entities previously not registered with the Department should begin the registration process to obtain Pennsylvania tax account numbers (using the online PA-100 Enterprise Registration Form) by the conclusion of the Amnesty Period. The lack of an account number(s) does not extend the time allotted to file the Amnesty Return and remit payment nor will the failure to obtain the registration number(s) prevent a taxpayer from participating in the Amnesty Program.

7. Tax Return Filing

Along with the payment for all taxes reported on the Amnesty Return, all missing tax returns or reports must be filed electronically or on paper no later than July 31, 2026.

A taxpayer with unknown liabilities reported and paid during the Amnesty Period to the Department and who complies with all other requirements, is not liable for any taxes of the same type. A taxpayer shall not be owed a refund under this provision.

8. Payments

A participating taxpayer must disclose and pay all delinquent parking taxes. Payment for the entire liability and filing of all delinquent parking tax returns must not be postmarked prior to the beginning of the Amnesty Period or after the close of the Amnesty Period. Payment is considered timely if received or postmarked on or before July 31, 2026.

Any taxpayer who claims making a single payment would be a serious financial hardship will be allowed to make a payment of one-half of the amnesty total liability and pay the balance in two payments during the Amnesty Program.

Payments on interest and penalties made prior to the Amnesty Period (before May 1, 2026) are not eligible for Tax Amnesty and will not be refunded as a result of amnesty

participation.

9. No Extensions of Time for Filing Requirements

There is no extension for the filing of missing tax returns and reports eligible for the Amnesty Program. All returns and reports must be filed by the last day of the Amnesty Period, July 31, 2026.

10. Continued Compliance

The Department may re-impose all penalty and interest abated during the Amnesty Period if either of the following occurs within two years of the conclusion of the Amnesty Period:

- The taxpayer becomes delinquent for three consecutive periods for semi- monthly, monthly, or quarterly filing or payment unless the taxpayer has timely filed administrative or judicial appeals for the tax delinquencies; or
- The taxpayer becomes delinquent and is eight or more months late in filing of reports and/or payments due on an annual basis unless the taxpayer has timely filed administrative or judicial appeals for the tax delinquencies.

11. Future Amnesty Participation

In the event an Amnesty Program is held in the future, a taxpayer participating in the Amnesty Program may be prohibited from participating in future Amnesty Programs.

12. Denial of Interest and Penalty Abatement

The Department will deny abatement of an eligible interest and penalty liability of a taxpayer who fails to meet the requirements of the Amnesty Program as specified in Section 5 (relating to participation requirements). Notice of the denial will be in the form of a Notice of Denial of Interest and Penalty Abatement and will be mailed to the taxpayer.

13. Appeals of Denial of Interest and Penalty Reinstatement

A taxpayer that has been denied interest and penalty abatement under the Amnesty Program or that has had interest and penalties reinstated as provided in Section 10 (relating to Continued Compliance) may appeal the decision to the Department no later than 90 days after the date of the Notice of Denial of Interest and Penalty Abatement or Notice of Penalty Reinstatement.

SECTION II: REPEALER

Any and all terms, conditions, and provisions of any Ordinance or Resolution of the City of Chester in conflict with the terms, conditions, and provisions of this Ordinance, are hereby repealed to the extent of such conflict.

SECTION III: SEVERABILITY

It is hereby declared to be the legislative intent of the Chester City Council, that if a court of

competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its approval as required by the law**.**

WE HEREBY CERTIFY that this Ordinance passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

BILL NO. 4

1ST READING 4/22/2026

PASSED 5/13/2026

NO. 4 , 2026

A N O R D I N A N C E

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, AMENDING PART FIVE, TRAFFIC CODE, ARTICLE 523, TITLED PARKING METERS OF THE CODIFIED ORDINANCES OF THE CITY OF CHESTER TO UPDATE DEFINITIONS, ESTABLISH A STADIUM DISTRICT METER ZONE, AND ESTABLISH DYNAMIC PRICING; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Chester is a Third-Class City duly organized and operating in accordance with the laws of the Commonwealth of Pennsylvania and the Home Rule Charter and Optional Plans Law, 53 Pa. C.S. 2901 et seq.; and

WHEREAS, in accordance with the Home Rule Charter and Pennsylvania law, City Council has the authority to amend, at any time it deems proper, the provisions of the City Code of Ordinances; and

WHEREAS, after review of its Code of Ordinances, City Council has determined it to be appropriate to amend the current regulation of parking meters in the City.

NOW, THEREFORE, BE IT ORDAINED as follows:

SECTION I: AMENDMENT OF CODE

A. The following shall be added to Part FIVE: TRAFFIC CODE, Article 523: Parking Meters, Section 01: Definitions:

"Dynamic Hours" means the adjustment, from time to time by resolution of City Council, of on-street and off-street parking meter hours and days to more efficiently balance parking supply and demand.

"Dynamic Pricing" means the adjustment, from time to time by resolution of City Council, of on-street parking meter rates in order to more efficiently balance parking supply and demand.

"Dynamic Meter Zone" means a parking meter zone with Dynamic Hours and Dynamic Pricing.

"Stadium District" means a parking meter zone within walking distance (approximately

0.5 mile) of the stadium located at 2501 Seaport Drive, Chester, PA commonly referred to as Subaru Park, which will be subject to Dynamic Hours and Dynamic Rates during major stadium events and games.

B. Part FIVE: TRAFFIC CODE, Article 523.03: DAYS AND HOURS OF OPERATION; HOLIDAYS: shall be repealed and replaced with the following:

a. Parking in any meter zone on Sundays and the following holidays: New Year' s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas Day, is hereby specifically excluded from the provisions of this article. However, on all days other than Sundays and holidays, parking in any parking meter zone is hereby limited and restricted to a period of time posted by signage, between the hours of 8: 00 a. m. and 6:00 p.m. on all days except Friday and Saturday and between the hours of 8: 00 a.m. and 9: 00 p. m. on Fridays and Saturdays, upon the recommendation of Council by resolution. The Mayor may designate days of non - operation of parking enforcement as special needs may arise. (Ord. 1- 2018. Passed 3- 14- 18)

b. Notwithstanding the foregoing, any parking meter zone designated and clearly marked as a Dynamic Meter Zone shall not be limited to the hours set forth in 523.03(a) but shall rather have such hours of operation established in accordance with the Dynamic Pricing and Dynamic Hours adopted from time to time by resolution of City Council.

c. Pursuant to Article 523.02 titled Meter Zones Designated, the Stadium District shall be established and designated as a Dynamic Meter Zone, for which Dynamic Hours and Dynamic Pricing shall commence approximately two hours prior to scheduled games and/or events. Those rates will remain in effect for the duration of the game or event. All events or games are subject to change.

SECTION II: REPEALER

Any and all terms, conditions, and provisions of any Ordinance or Resolution of the City of Chester in conflict with the terms, conditions, and provisions of this Ordinance, are hereby repealed to the extent of such conflict.

SECTION III: SEVERABILITY

It is hereby declared to be the legislative intent of the Chester City Council, that if a court of competent jurisdiction declares any provision of this Ordinance to be invalid or ineffective in whole or in part, the effect of such decision shall be limited to those provisions which are expressly stated in the decision to be invalid or ineffective, and all other provisions of this Ordinance shall continue to be separately and fully effective.

SECTION IV: EFFECTIVE DATE

This Ordinance shall take effect and be in force from and after its approval as required by the law**.**

WE HEREBY CERTIFY that this Ordinance passed Council this 13th day of May, 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

BILL NO. 5

1st READING 4/22/2026

PASSED 5/13/2026

NO. 5 , 2026

AN ORDINANCE

AN ORDINANCE OF THE CITY OF CHESTER, DELAWARE COUNTY, COMMONWEALTH OF PENNSYLVANIA, ENACTING NEW ARTICLE 319, ENTITLED "AMUSEMENT TAX", OF THE CODIFIED ORDINANCES OF THE CITY OF CHESTER, TO PROVIDE FOR AN AMUSEMENT TAX PURSUANT TO THE LOCAL TAX ENABLING ACT, 53 P. S. § 6901 ET. SEQ., TO PROVIDE AN EFFECTIVE DATE AND REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT THEREWITH.

THE COUNCIL OF THE CITY OF CHESTER DOES ORDAIN:

WHEREAS, the City of Chester has determined that it is in the City's best interests to implement an Amusement Tax.

NOW THEREFORE, be it ordained and enacted by the City of Chester, Delaware County, and it is hereby ordained and enacted by authority of the same as follows:

ARTICLE 319

AMUSEMENT TAX

1 Authority for Enactment
2 Definitions; Word Usage
3 Imposition of Tax
4 Exemption; Limitations
5 Permit Required
6 Payment of Tax
7 Duties of the Treasurer
8 Fine for Nonpayment; Recoverability
9 Suits on Collection and Penalty
10 Confidentiality of Information
11 Applicability
12 Severability
13 Effective Date
14 Penalty/Violations

1) Authority for Enactment

This article is enacted under the authority of the Local Tax Enabling Act, P.L. 1257, No. 511, December 31, 1965, *53 P.S.§6901, et seq.*, as hereafter amended, supplemented, modified or reenacted by the General Assembly of Pennsylvania.

2) Definitions; Word Usage

(a) Unless otherwise expressly stated, the following terms shall have, for the purpose of this article, the meanings herein indicated:

(1) "Admission" means the established price or monetary charge of any character whatsoever, charged, paid, or in any manner received by producers, as herein defined, from the public, or a limited or select number thereof, directly or indirectly, for the privilege of attending or engaging in any amusement, as herein defined.

(2) "Amusement" means any manner or form of entertainment within the City of Chester, including, but not limited to, the following: circuses, shows, concerts, lectures, sports events, amusement parks, athletic contests, auto races, and any other form of diversion, sport, pastime or recreation, for which admission is charged or paid.

(3) "Person" means any natural person, entity, firm, association, foundation, institution, partnership, co-partnership, corporation or unincorporated association, except the term person shall not include any political subdivision or municipal corporation. Whenever used in any clause prescribing or imposing a penalty, or both, the term "person," as applied to a corporation or association, shall include the officers thereof.

(4) "Producer" means any person, as herein defined, conducting any place of amusement, as herein defined, where the general public, or a limited or select number thereof, may, upon the payment of an established price, attend or engage in any amusement.

(5) "Treasurer" shall mean the duly appointed Treasurer of the City of Chester or his or her authorized designee.

(b) In this article, the singular shall include the plural, and the masculine shall include the feminine and the neutral.

3) Imposition of Tax

(a) A tax is hereby imposed, for general revenue purposes, at the rate of five percent (5%) of the price of admission to each and every amusement within the City of Chester, Delaware County, Commonwealth of Pennsylvania.

(b) Where the price of admission is based on a group rate or discount, the tax shall be based upon the gross admissions collected.

4) Exemption; Limitations

(a) The tax herein levied and imposed shall not be charged and collected on admissions where the maximum venue capacity is fifty (50) persons or less, based on the permitted occupancy capacity of the venue as determined by applicable building codes, or where the admission price is Ten Dollars ($10.00) or less.

(b) The tax herein levied and imposed shall not be charged and collected on admissions to any form of amusement which is sponsored, organized, and promoted by, and whose benefits inure to: a public school(s) or public school district(s) within the Commonwealth of Pennsylvania or a non—profit organization created and operated to co—ordinate such events such as the Pennsylvania Interscholastic Athletic Association; a religious institution or organization; a political subdivision or municipal corporation within the Commonwealth of Pennsylvania; police and fire department benefit groups; a charitable institution that qualifies as a purely public charity under the Pennsylvania Constitution; a society or veterans organization; and/or a fraternal organization.

(c) The tax herein levied and imposed shall not apply to membership dues, fees, or assessments for charitable, religious, beneficial or nonprofit organizations.

(d) The tax herein levied and imposed shall not apply to admissions to motion-picture exhibitions and sound motion-picture exhibitions having no form of live entertainment, vaudeville or theatrical performance in connection therewith.

(e) The tax herein levied and imposed shall not apply to membership, membership dues, fees or assessments, donations, contributions or monetary charges of any character whatsoever paid by the general public, or a limited or select number thereof, for such persons to enter into any place, indoors or outdoors, to engage in any activities, the predominant purpose or nature of which is exercise, fitness, health maintenance, improvement or rehabilitation, health or nutrition education, or weight control.

(f) The tax herein levied and imposed shall not apply to racetracks to the extent such admissions are exempt from local taxation under the Local Tax Enabling Act, the Pennsylvania Constitution, or controlling appellate court decisions.

(g) No exemption shall apply unless the burden of proof establishing entitlement to such exemption is affirmatively demonstrated by the producer.

5) <u>Permit Required</u>

(a) After the effective date of this article, any person desiring to conduct or to continue to conduct any amusement, the price of admission to which is subject to tax under this article, shall file with the Treasurer, or his/her designee, an application for either a permanent amusement permit or a temporary amusement permit, as the case may be. Every application for such permit shall be made upon a form prescribed, prepared and furnished by the Treasurer or his/her designee. In the case of any amusement that is to continue for longer than five (5) days, a permanent amusement permit shall be issued. In the case of any amusement that is to continue for five (5) days or less, a temporary permit shall be issued.

(b) Information required:

(1) The application shall be in such form as the Treasurer shall prescribe and shall include the following requests for information:

a. The proper legal names and addresses of the persons conducting the amusement;

b. The proper legal names and addresses of the persons owning the facility at which the amusement is to be conducted;

c. The type of permit being applied for;

d. The location of the amusement covered by the permit;

e. The admission price or prices charged or to be charged;

f. The approximate total receipts anticipated;

g. The names and addresses of copartners, members and/or officers of the persons conducting the amusement;

h. Type/description of amusement; and

i. Period for which the permit is to be issued.

(2) The application shall be signed by the producer, if a natural person, and in the case of an association, by a member or partner thereof having the authority to execute the application, and in the case of a corporation, by an officer having the authority to execute the application.

(c) At the time of making such application, the applicant shall pay to the Treasurer, or his/her designee, any permit fee established by the City Council of the City of Chester, for each annual permit or for each temporary permit.

(d) The City reserves the right to deny any application due to incomplete submissions, significant public safety risks, potential for unlawful activity, lack of necessary city resources (police, sanitation), outstanding municipal violations (tax, water, sewer, rubbish, etc.), prior non-compliance, violations of health/safety laws, or failure to meet deadlines, with written justification required.

(e) Upon approval of the application and the payment of any permit fee herein required, the Treasurer, or his/her designee, shall grant and issue to each applicant an annual or temporary amusement permit for each place of amusement within the City as set forth in the application. Amusement permits shall not be assignable and shall be valid only for the persons in whose names they are issued and for the conduct of amusements at the places designated therein. All permits for permanent places of amusement shall expire on December 31 next succeeding the date upon which they are issued. Permits for temporary places of amusement shall expire at the time specified therein.

(f) Permits issued for permanent places of amusement under the provisions of this article shall be renewed annually before January 1, upon application made to the Treasurer, or his/her designee, and the payment of any renewal fee established by the City Council for the City of Chester.

(g) Any applicant aggrieved by a denial, suspension, or revocation of a permit may appeal such action to City Council within thirty (30) days of written notice. City Council shall render a written decision within forty-five (45) days of receipt of the appeal.

6) <u>Payment of Tax</u>

(a) Each producer holding a permit shall, on or before the last day of each month of

each year after the effective date of this article, transmit to the Treasurer, or his/her designee, on a form prescribed and prepared by him, a report of the amount of tax collected by him during the preceding month of the year. Said report shall be submitted under oath or affirmation of the producer. Reports shall be due, respectively for each month, on or before the last day of the succeeding month.

(b) Every producer holding a temporary permit shall, within thirty (30) days of the expiration of the temporary permit, transmit to the Treasurer, or his/her designee, on a form prescribed or prepared by him, a report of the amount of tax collected by him during the term of the temporary permit. Said report shall be submitted under oath or affirmation of the producer.

(c) Each producer, at the time of making each and every report required by this section, shall compute and pay to the Office of the Treasurer, the taxes collected by him and due to the City during the period for which the report is made.

7) Duties of the Treasurer

(a) The Treasurer is charged with the duty of collecting and receiving the taxes, permit fees, fines and penalties imposed by this article. It shall be the duty of the Treasurer, or his/her designee, to keep a record showing the amount received by him from each person paying the tax, fees, fines and penalties, and the date of such receipt.

(b) The Treasurer and his/her designee are hereby empowered, to prescribe, adopt and promulgate rules and regulations relating to any matter pertaining to the administration and enforcement of this article, including provisions for the examination and correction of returns, and payments alleged or found to be incorrect, or as to which an overpayment is claimed, or found to have occurred, and charged with enforcing the provisions of this article and any rules and/or regulations promulgated pursuant hereto.

(c) The Treasurer and his/her designee are hereby authorized to examine the books, papers and records of any person or persons subject to or supposed to be subject to the tax imposed by this article, in order to verify the accuracy of the report made, or if no report was made, ascertain the tax due.

8) **Fine for Nonpayment, Recoverability**.

If any tax levied in pursuance of this article shall not be paid when due, a penalty of ten percent (10%) of the amount of tax due and unpaid shall be assessed as a civil penalty, in addition to interest at the statutory rate.

9) Suits on Collection and Penalty

(a) The Treasurer, or his/her designee, shall have the power in the name of the City to institute proceedings in law or equity against any and all persons who violate the provisions of this article.

(b) If for any reason the tax is not paid when due and suit is brought for the recovery of any such tax, the person liable therefore, shall be liable for the costs of collection and interest and penalties herein imposed.

10) Confidentiality of Information.

Any information gained by the Treasurer or any other official agent or employee of the

City of Chester as a result of any reports, investigations, hearings or verifications required or authorized by this article shall be kept confidential, except for official purposes and except in accordance with proper judicial order or as otherwise provided by law.

11) Applicability

Nothing in this article shall be construed to empower the City of Chester to levy and collect the taxes hereby imposed on any person, business or any portion of any business not within the taxing power of the City of Chester under the laws and Constitution of the United States and the laws and Constitution of this Commonwealth.

12) Severability

Each section, paragraph, part, term and/or provision of this chapter shall be considered severable, and if, for any reason, any paragraph, part, term and/or provision herein is determined to be invalid and contrary to or in conflict with any existing or future law or regulation, such shall not impair the operation or affect the remaining portions, sections, paragraphs, parts, terms and/or provisions of this article, and the latter will continue to be given full force and effect, and said invalid sections, parts, paragraphs, terms and/or provisions shall be deemed not to be a part of this article.

13) Effective Date

This article shall become effective on July 1, 2026, and shall continue on a calendar-year basis thereafter without annual reenactment.

14) Penalty/Violations

(a) Any person who violates any provision of this article or who neglects, fails or refuses to furnish complete and correct reports, or who fails to pay over any tax levied at the time required, or who knowingly makes any incomplete, false or fraudulent return, or who attempts to do anything whatsoever to avoid the payment of the whole or any part of the tax imposed by this article, may be subject to a fine or penalty not exceeding Six Hundred Dollars ($600.00) per offense, recoverable in a summary proceeding, and the costs of prosecution thereof.

(b) Each day on which a person violates any of the provisions of this article may be considered as a separate offense and punishable as such.

(c) Such fine or penalty shall be in addition to any other penalty imposed by any other section of this article.

This Ordinance shall take effect and be in force after its approval as required by law.

WE HEREBY CERTIFY that this Ordinance passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 54 – 2026

WHEREAS, Apostle Dickie L. Robbins was born in Mobile, Alabama and moved to Chester, Pennsylvania in 1967. He was educated in the Chester-Upland School District, graduating from Chester High School in 1975. He continued his studies at Earlham College in Richmond, Indiana. He pursued theological studies at the Center for Urban Theological Studies and Eastern Baptist Theological Seminary, now Palmer Theological Seminary. He earned a Bachelor of Science in Human Services from the University of Delaware; earned a Master's Degree in Social Service and a Master's Degree in Christian Ministry from Chesapeake Bible Seminary in Ridgely, Maryland; and

WHEREAS, together with his wife, Pastor Tina Robbins, they founded Life of Christ Ministries in Chester, Pennsylvania, where he faithfully served as Senior Pastor for 40 years. United in faith and purpose, they built a ministry rooted in service, spiritual growth, and community impact. They are the proud parents of three daughters, loving grandparents to eleven grandchildren and one great granddaughter; and

WHEREAS, in January 2026, Apostle Robbins was elevated from the office of Bishop to the office of Apostle, in recognition of his decades of faithful leadership, spiritual authority, and commitment. Apostle Robbins is an author of *No Sudden Change* and *Wisdom from the Word*. Apostle Robbins serves the City of Chester as the Community Resource Hub Director at the Chester Education Foundation and is a licensed Social Worker, who provides counselling services, and mentors the next generation of social workers and doctoral students.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the installation of an honorary street sign renaming a portion of Booth Street on 3rd Street to Bishop Dickie Robbins Way, in recognition of his leadership and unwavering commitment to walk in purpose, live with integrity, and lead with love.

FURTHER, it does authorize the Department of Public Works to order and install the aforementioned sign.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N
NO. 55 – 2026

WHEREAS, Reverend Dr. William Lewis "Rocky" Brown, 3rd is the eldest child born to the late District Justice William L. Brown, Jr., and Gwendolyn R. Carraway-Brown. He is the father of three beautiful daughters, and the grandfather to three grandchildren; and

WHEREAS, he graduated with a Bachelor of Arts Degree in Political Science from Cheyney University of Pennsylvania; holds a Master's in Religion from Eastern Baptist Theological Seminary and a Doctorate of Divinity from Jameson Christian College. He received training in non-violent direct action from the Martin Luther King Jr. Center for Social Change in Atlanta, Georgia and is a graduate of the University of the Virgin Islands Institute for the Treatment of Alcoholism and Drug Addiction and the F.B.I and D.E.A. Citizens Academies, Philadelphia Division; and

WHEREAS, Dr. Brown is an ordained Baptist Minister for 47 years, with six of those years serving as the pastor of the First Baptist Church of Bernardtown in South Coatesville, PA. He is a pastor of Youth & Community at Bethany Baptist Church, in Chester. He is also a quest commentator on Headlines with host Frankie Darcell, airing 7 AM on WDAS 105.3 FM, iHeart Radio; and

WHEREAS, Dr. Brown has published five books: *800 and 1000 Sayings by Old Folks Who Raised Us* and *The 3N1: A Trilogy of Spiritually Filled Motivational Messages, Books, 1, 2, and 3.* In the 80s and 90s he was known as the "Rappin Rev" traveling around the country, motivating children to stay in school and to say no to drugs and violence. He served as a former member of Chester City Council and prior to that he was elected and served two consecutive 4-year terms as the Chester City Controller.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the installation of an honorary street sign, renaming a portion of Edwards Street at 2nd Street to Rev. Dr. Wm Rocky Brown Way, in recognition of over 50 years of advocacy work for the residents of the City of Chester and his continuing work with our children as a teacher in the public and charter schools.

FURTHER, it does authorize the Department of Public Works to order and install the aforementioned sign.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N

NO. 56 – 2026

WHEREAS, Threston Charles Roots was born in Salem, New Jersey to Emma and Robert Roots. He was the youngest of four children, Edward, Purcell and Anna Mae. He graduated from Woodstown High School and was an outstanding football player. On September 22, 1958, he married Rebecca Hicks, and together they had two sons, Elmo and Stefan; and

WHEREAS, in 1965 he and his wife joined Calvary Baptist Church, there he was a member of the Sam Mathis Feeding Program and served in any capacity when needed. That same year, he joined Franklin Lodge #58. Brother Roots served as Worshipful Master in 1971-1972 and was active in Charles E. Gordon Consistory #65, serving as Commander in Chief in 1979-1980. Brother Roots was employed by Allied Chemical and after 35 years of service, he retired in 1986. He was awarded the rank and title of Honorary Past Imperial Potentate in 1989.

WHEREAS, in 1994, he became District Deputy Grand Master Emeritus after over 20 years of service and while serving his Lodge, Brother Roots was elevated to Grand Inspector General of the 33^{o} in 2001 and as Transportation Chairman for his Consistory. Brother Roots was also Past Eminent Commander of Imperial Commandery #12, Masonic Knights Templar, Past Most Excellent High Priest of Omega Chapter #12, and Holy Royal Arch Mason. Brother Roots started his Shrine travel as Noble Advisor to Minaret Court #154, Daughters of Isis and was elected Imperial Potentates.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the installation of an honorary street sign, renaming the 2800 Block of West 3rd Street to PM Threston Charles Roots Way, in recognition of his dedication and leadership to his brothers of Franklin Lodge #58, the brothers and sisters of the Prince Hall Family and his community.

FURTHER, it does authorize the Department of Public Works to order and install the aforementioned sign.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N

NO. 57 – 2026

WHEREAS, Ny'Ques Tyree Farlow Davis was born on July 28, 2006. He attended schools in the Chester-Upland School District, and was an 8th grade student at the Chester Charter Scholars Academy, where he was a model student-athlete; and

WHEREAS, Ny'Ques was considered a respectful, loving and caring young man with a bright, infectious smile, and friendly demeanor. Ny'Ques was a special young man who saw the good in everyone and wanted to bring about change for his community; and

WHEREAS, throughout school, Ny'Ques won spelling bees, penmanship awards, was highlighted for his poetry, and was an honor roll student. Not only did he standout academically, but he was also an exceptional football and basketball player, which earned him the nickname "Ny'Ques the Beast" because of his natural talent, love and encouragement from his grandparents, Kyle and Rosalyn Davis, who he affectionately called Mom and Dad. Ny'Ques dominated in every game he played; and

WHEREAS, Ny'ques loved swimming and playing chess, but more than that he loved giving to people in need and lending a helping hand wherever he could. At the age of 2, he would help feed the homeless and as he grew his desire to give did too. He was an inspiration to his family, friends and especially his teammates, who for the past 6 years have played in his honor and are dedicated to work harder because they don't want his legacy to be forgotten.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the installation of an honorary street sign, renaming a portion of Ward Street at 7th Street to Ny'Ques Farlow Davis Way, in recognition of the tremendous impact he had on his family, friends, teammates and the entire Chester community.

FURTHER, it does authorize the Department of Public Works to order and install the aforementioned sign.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N

NO. 58 - 2026

WHEREAS, the Commonwealth Court of Pennsylvania has issued an Order outlining the approved composition of the Stormwater Authority of the City of Chester Board; and

WHEREAS, the City desires to comply with the Court's Order; and

WHEREAS, the Court has ordered the Board shall consist of 5 members with staggered terms, as follows:

Name	Term of Office
Joan Neal	October 28, 2025;
Livia Smith	October 28, 2026;
William Riley	October 28, 2027;
John Shelton	October 28, 2028; and

WHEREAS, said Court Order left a vacancy on the Board, with a Term to expire the first Monday in January 2029; and

WHEREAS, the City filed with the appointment of Zamon Ahmed, term to expire January 1, 2029; and

WHEREAS, the unexpected passing of John Shelton, Sr., creates a vacancy on the Board.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby appoint Susan Dennis as a member of the Stormwater Authority of the City of Chester Board, to fill the unexpired term of John Shelton, Sr., with a term to expire October 28, 2028.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 59 - 2026

WHEREAS, the City of Chester advertised a Request For Bids (RFB) on July 15, 2025, for the collection of Residential Refuse and Recycling (Bid #2025-009) for an estimated 9,900 residential households for an initial term of five (5) years; and

WHEREAS, the City of Chester received two (2) bids on August 12, 2025, in response to the advertised RFB and the bids were thoroughly reviewed and evaluated to determine the lowest responsible bidder; and

WHEREAS, on September 10, 2025, City Council awarded a contract to Waste Industries of Delaware, Inc. (also known as Casella Mid-Atlantic, LLC – i.e. "Casella"), 903 Lambson Lane, New Castle, DE 19720 as the lowest responsible bidder for the pickup and collection of residential household waste and recycling pursuant to the advertised specifications at a fixed cost of $13.93 per household per month with an annual cost escalator of 3% per annum; and

WHEREAS, based on a review during the first quarter of 2026 of the number of residential units for which refuse is actually collected, the number of residential units is higher than estimated in the original RFB.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby amend the contract with Casella to increase the number of units eligible for invoicing from 9,900 to 10,408 at the existing unit price of $13.93/unit.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest: _____
CITY CLERK

R E S O L U T I O N
NO. 60 – 2026

WHEREAS, on November 1, 2025, the City of Chester received a Notice of Award of $400,000.00, from the U.S. Department of Commerce, Economic Development Administration (EDA), under the Distressed Area Recompete Pilot Program; and

WHEREAS, the Distressed Area Recompete Pilot Program is designed to support communities experiencing long-term economic distress, particularly those with low labor force participation among adults ages 25-54 and requires the City to engage a Recompete Pilot Program Coordinator and a Recompete Pilot Program nonprofit partner to carry out the City's program deliverables within a two-year timeframe; and

WHEREAS, Requests for Proposals for both roles were issued on April 1, 2026, with submissions due by April 17, 2026, four responses were received: one response for the Recompete Pilot Program Nonprofit and three responses for the Recompete Pilot Program Coordinator; and

WHEREAS, upon acceptance of program funds the City of Chester agrees to comply with all applicable federal regulations, including but not limited to Uniform Administrative Requirements under 2 CFR Part 200, and all Specific Award Conditions set forth by the Economic Development Administration.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize the City to accept and enter into the Economic Development Administration (EDA) Distressed Area Recompete Pilot Program – Phase 1 Strategy Development Grant in the amount of $400,000.00 and authorizes the Mayor, or his designee, to execute all documents and take all actions necessary to comply with the terms and conditions of the grant award, including but not limited to program implementation, reporting, and financial management requirements.

FURTHER, the City has selected Tec Centro Network, as the nonprofit partner, in an amount not to exceed $140,000.00 and Just Strategies, as the Recompete Pilot Program Coordinator, in an amount not to exceed $80,000.00. Each has been determined to be the lowest and most responsible bidder for this initiative.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest:_____
CITY CLERK

R E S O L U T I O N

NO. 61 - 2026

WHEREAS, the Delaware County Industrial Development Authority ("IDA") owns or is responsible for the care and maintenance of certain properties, including the real estate and improvements located at East 11th Street and Edgemont Ave, Chester, PA 19013, known as DeShong Park; and

WHEREAS, the IDA periodically engages third-party contractors to provide certain services to the IDA, including lawn care and maintenance; and

WHEREAS, the IDA has determined there is a need to have the City of Chester provide lawn care and maintenance services for the maintenance of DeShong Park; and

WHEREAS, the IDA and the City of Chester desire to memorialize the terms and conditions of their relationship regarding the provision of the Services by the City in Lawn Care and Maintenance Services Agreement.

NOW THEREFORE, THE COUNCIL OF THE CITY OF CHESTER DOES RESOLVE:

That it does hereby authorize entering into a Lawn Care and Maintenance Services Agreement with Delaware County Industrial Development Authority, for the property known as DeShong Park, for the period beginning May 15, 2026, through and including October 31, 2026.

FURTHER, said contract is contingent upon final review and approval of the City Solicitor.

WE HEREBY CERTIFY that this Resolution passed Council this 13th day of May, A.D. 2026.

_____
DEPUTY MAYOR

Attest:_____
CITY CLERK

LAWN CARE MAINTENANCE SERVICES AGREEMENT

THIS LAWN CARE MAINTENANCE SERVICES AGREEMENT (the "Agreement") is made this _____ day of _____, _____, by and between the DELAWARE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY, a development authority organized pursuant to the laws of the Commonwealth of Pennsylvania, with a principal location of 2 West Baltimore Ave., Suite 200, Media, Pennsylvania 19063 (the "IDA") and the City of Chester, a Third Class City organized pursuant to the laws of the Commonwealth of Pennsylvania, with a principal location of 1 Fourth Street, Chester, PA 19013 ("Contractor"). The IDA and Contactor are collectively referred to herein as, the "Parties" and individually, a "Party".

WHEREAS, the IDA owns or is responsible for the care and maintenance of certain properties, including the real estate and improvements located at East 11th Street and Edgemont Ave, Chester, PA 19013, known as DeShong Park ("DeShong");

WHEREAS, the IDA periodically engages third-party contractors to provide certain services to the IDA, including lawn care and maintenance;

WHEREAS, the IDA has determined that Contractor provides lawn care and maintenance services as more fully described in Exhibit A (the "Services"), that are desirable and necessary to IDA; and

WHEREAS, the IDA and the Contractor desire to memorialize the terms and conditions of their relationship regarding the provision of the Services by the Contractor in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth, and intending to be legally bound hereby, the IDA and the Contractor mutually agree as follows:

1. Recitals. The above recitals are incorporated as if more fully set forth herein.

2. Services. Subject to the terms and conditions set forth in this Agreement, the IDA engages the Contractor to carry out the "Services," which are more particularly described on the Statement of Work or Proposal, attached hereto and incorporated into this Agreement as Exhibit A. All such documents are incorporated as if more fully set forth herein.

3. Qualifications. Contractor, or anyone performing the Services on Contractor's behalf, has the requisite skill, experience, and knowledge to perform the Services. Contractor hereby certifies to the IDA that it, or its employees, hold(s) and maintains all necessary qualifications, licenses, and certifications which may be required to provide the Services and under the laws applicable to it and the Services.

4. Term. The term of this Agreement shall begin May 15, 2026 and end on October 31, 2026 (the "Term"), unless terminated sooner by the IDA as provided in this Agreement. The Agreement may be renewed by IDA for subsequent terms, which shall on a calendar year basis commence and terminate on May 1 and October 31, respectively, unless otherwise agreed in writing, each a "Term." Renewal of the Agreement is not and shall not be considered to be automatic and shall be offered at the sole discretion of the IDA, provided notice is made to Contractor two (2) months in advance of the start of the term.

5. Fee; Payment. For performance of the Services, the IDA shall pay to Contractor the sum total of $15,000 (the "Fee"). During the Term, the IDA shall pay the Fee to Contractor on a monthly basis where each month's installment is the Fee divided by the total number of months during which the Services are to be performed over the Term. The Fee is the total compensation for the Services and shall not increase based on the IDA exercising its rights or discretion provided under the Statement of Work or Proposal in Exhibit A. Notwithstanding anything to the contrary contained in this Agreement, the Fee shall be prorated and reduced where Contractor does not perform Services for any full month during the Term. Contractor shall not perform Services outside of the Term unless upon the written consent of the IDA. The monthly remittance of the Fee shall be by ACH or another automatic debit from the IDA to Contractor.

6. Insurance. The Contractor shall, at its own expense, procure and maintain the types and minimum limits of insurance specified below covering the Contractor and the performance of the Services. The Contractor shall procure all insurance solely from insurers authorized to do business in the Commonwealth of Pennsylvania, or insurers otherwise acceptable to the IDA. In no event shall the Contractor commence performing the Services for the IDA until the Contractor has delivered to the IDA a Certificate of Insurance naming the IDA as an additional insured on its general liability insurance policy. The Contractor shall carry the following types of insurance during the Term of this Agreement and provide the IDA with proof of the same upon request:

a. Workers' Compensation Insurance- limits shall be the statutory limits provided under Pennsylvania law.

b. General Liability Insurance- limits of $2,000,000 per occurrence, $4,000,000 in the aggregate.

c. Automobile Liability Insurance- limit of $1,000,000 per occurrence (if applicable).

7. Non-Discrimination. The IDA is an equal opportunity employer under applicable law and requires the same of the Contractor. As such, the Contractor, for itself, its officers, agents, and its employees, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of age, race, color, sex, gender identity, sexual orientation, gender, handicap, disability, religious creed, ancestry, familial status, national origin, criminal history or veteran status.

8. Compliance with Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) (2 CFR Part 200, APP II (i)). Contractor will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractors that apply or bid for an award exceeding $100,000 must file the Certification Regarding Lobbying required by the federal granting agency pursuant to 31 U.S.C. § 1352 (as amended).

9. Taxes. Contractor and IDA acknowledge and agree that each may be exempt from payment of all federal, state, and local income, sales and use tax. Contractor and IDA agree that each shall complete for the other any and all necessary documents or requests for information in order to preserve the non-taxable treatment of the payments under this Agreement, including, but not limited to, a Pennsylvania Exemption Certificate.

10. Indemnification.

a. The Contractor shall indemnify, save, defend, and hold harmless the IDA, its board members, officers, employees, agents, and any affiliated third parties, from and against any and all losses and expenses, including, but not limited to, litigation and settlement costs and attorney's fees and costs, claims, suits, action, damages and liability for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to or by the Contractor, that arise out of or are related to the negligence or performance or non- performance of the Services by the Contractor or the Contractor's employees, agents, subcontractors, assignees, independent contractors, or servants under this Agreement.

b. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Agreement, the Contractor shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by its applicable insurance policy and (2) within seven (7) business days of receipt of notice of the claim, give notice of such claim to the IDA.

c. The indemnification clause above shall not reduce or affect the IDA, its officers, employees, agents, and affiliated government organizations from utilizing the statutory governmental, official, and other immunity provided pursuant to the Pennsylvania Political Subdivision Tort Claims Immunity Act, at 42 Pa.C.S. §8501 et seq., as amended.

11. Default; Notice and Cure; Remedies.

a. *Event of Default*. Each of the following constitutes an Event of Default by the Contractor under this Agreement:

i. Failure by the Contractor to follow any term, covenant, or condition set forth in this Agreement.

ii. The Contractor's (a) filing for bankruptcy, (b) making any assignment for the benefit of creditors, (c) consent to the appointment of a trustee or receiver, (d) insolvency, as defined under applicable law, or (e) the filing of an involuntary petition against the Contractor under the Federal Bankruptcy Code or any similar state or federal law, said petition remaining un-dismissed for a period of forty-five (45) days.

iii. Failure to perform the Services by the Contractor under this Agreement.

iv. Any material misrepresentations by the Contractor in this Agreement or otherwise made by the Contractor directly to the IDA in connection with the IDA's decision to execute, deliver, and perform this Agreement.

v. Formal accusation of or other issuance of formal criminal charges against the Contractor, or any of its directors, employees, or agents that are performing Services under this Agreement.

b. *Notice and Cure*. If the Contractor commits or allows an Event of Default, the IDA shall notify the Contractor in writing of its determination that an Event of Default has occurred. The Contractor shall have ten (10) business days from receipt of such notice to correct the Event of Default.

c. *Remedies*. If the Contractor does not cure the Event of Default within ten (10) days following receipt of a notice of an Event of Default from the IDA, then the IDA may, without further notice or demand to the Contractor, invoke and pursue any or all of the following remedies:

i. Terminate this Agreement immediately by giving the Contractor a written notice as provided in this Agreement, defined below.

ii. Perform, or cause a third party to perform the Services under this Agreement, in whole or in part. The Contractor shall be liable to the IDA, as damages, for all expenses incurred by the IDA in securing an alternative party to perform the Services. If the IDA performs the services itself, the Fee shall be liquidated damages owed from Contractor to the IDA for such breach.

iii. Any other legal or equitable remedy available to the IDA, including, but not limited to, a legal action for breach of the Agreement and damages against the Contractor.

d. *IDA Default*. In the event that the IDA should fail to make a payment of the Fee to Contractor when due, other than by reason of Contractor's breach of this Agreement, and such failure to pay persists for a period of 30 days, Contractor may terminate this Agreement be provided ten (10) days' written notice to the IDA.

12. Termination. In addition to termination pursuant to paragraph 13, the IDA may terminate this Agreement, for its convenience, in its sole discretion, upon fourteen (14) days' prior written notice to the Contractor of the IDA's termination of this Agreement, without penalty, cost or liability to the IDA. If the IDA terminates this Agreement, the IDA shall pay the Contractor for all Services satisfactorily completed before the date identified on the termination notice.

13. Confidentiality. The Services provided by Contractor necessitate that the Contractor may be provided confidential information, which may contain personally identifiable information of certain students. The Contractor shall maintain in confidence and will not use for their own benefit other than for the performance of the obligations under this Agreement, any confidential information disclosed.

14. Publicity. No news releases, public announcements, advertising materials, or confirmation of same, concerning any part of this Agreement shall be issued or made without the prior written approval of the other party. Neither party shall in any advertising, sales materials or in any other way use any of the names or logos of the other party without the prior written approval of the other party.

15. Non-Assignment. The Contractor acknowledges that the Services provided under this Agreement constitute personal and/or professional services of the Contractor. The Contractor shall not assign this Agreement, nor delegate the Services provided under this Agreement without the express, prior written consent of the IDA, which consent the IDA may grant or deny in its sole discretion.

16. Independent Contractor. The IDA has engaged the Contractor as an independent contractor under this Agreement to carry out the Services, and neither the Contractor nor any of the Contractor's officials, agents, or employees shall in any way or for any purpose whatsoever be deemed an agent or employee of the IDA. Neither the Contractor nor any of its officials, agents, or employees constitute employees of the IDA, and these identified individuals shall have no right to receive any IDA employee benefits, or any other privileges available to IDA employees. The IDA reserves the right to reject the assignment of any of Contractor's employees or agents to provide Services to the IDA for any reason or no reason. By the IDA and Contractor entering into this Agreement, they intend to establish an independent contractor relationship and not a partnership, joint venture, or municipal combination that is not that of an independent contractor relationship.

17. Notices. All notices required to be sent pursuant to this Agreement by registered or certified mail, to the party at the address specified below:

IDA:

Delaware County Industrial Development Authority
Attention: Laura Goodrich Cairns, Executive Director
2 West Baltimore Ave., Suite 200
Media, Pennsylvania 19063

WITH A COPY TO:

McNees Wallace Nurick LLP
Attention: Frannie F. Reilly, Solicitor
170 N. Radnor Chester Road, Suite 350
Radnor, PA 19087

CONTRACTOR

City of Chester
Attention: Thomas Moore, Chief of Staff
1 Fourth Street
Chester, PA 19013

WITH A COPY TO:

City of Chester
Attention: Kenneth R. Schuster, City Solicitor
1 Fourth Street
Chester, PA 19013

18. Right-to-Know Law. The Parties acknowledge and agree that the Pennsylvania Right-to-Know Law (the "RTKL"), 65 P.S. §§ 67.101-67.3104, as amended or replaced, may apply to this Agreement. Unless either party provides the other, in writing, with the name and contact information of another person, the Parties may use the information provided in this Agreement to provide notice of any required assistance in any matter arising out of the RTKL.

If the either Party unreasonably fails to provide the information requested regarding the RTKL to the other within the required time period, the failure shall be considered an event of default, and non-complying Party shall pay, indemnify and hold the requesting Party harmless for any damages, penalties, detriment or harm that it may incur as a result of the failure, including reasonable attorney's fees incurred by the Party in the administration of the RTKL and any appeal therefrom.

If either Party refuses to supply the Requested Information, and the Pennsylvania Office of Open Records or the Pennsylvania Courts determine that a record in the possession of a Contractor is a public record, in addition to the foregoing, liquidated damages of $100 per day will be assessed for each calendar day beyond the date the Party was required to provide the record by the Pennsylvania Office of Open Records, or, upon appeal, the Pennsylvania Courts.

The Parties' duties under this section shall survive the termination or satisfaction of this Agreement.

19. Binding Effect. This Agreement, and all the terms and conditions herein, shall extend to and be binding upon the parties hereto, and upon their respective heirs, executors, administrators, successors, and assigns.

20. Venue and Governing Law. This Agreement is interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania. Any disputes arising between the parties, including, but not limited to, any dispute under or related to this Agreement shall be brought before the federal or state courts in and for Delaware County.

21. Force Majeure. Notwithstanding anything to the contrary contained herein, neither party shall be liable to the other for any delays or failure in performance of obligations hereunder

resulting from acts beyond its reasonable control, including, but not limited to, acts of God, acts of war, civil unrest or terrorism, shortage of supply, breakdowns or malfunctions, interruptions or malfunction of computer facilities, loss of data due to power failures or mechanical difficulties, labor difficulties, pandemic or the effects of a national, state or local emergency as declared by the appropriate elected official(s) of the jurisdiction (each, a "Force Majeure"), Notwithstanding the foregoing, in the event of a Force Majeure, and to the extent permitted, practicable or possible, each party agrees to make a good faith effort to perform its obligations hereunder and/or to negotiate an addendum to this Agreement to reflect an amended Scope of Work and compensation therefore. If either party is unable to perform due to a Force Majeure, neither party is obligated to perform during the period affected by the Force Majeure.

22. Severability. If any provision of this Agreement is held to be invalid or unenforceable, such holding shall not affect or impair any other terms, covenants, or conditions of this Agreement, which the parties hereby deem severable, and which shall remain in full force and effect.

23. Entire Contract. This Agreement, any Request for Proposals, Specifications, and any other documents issued by the IDA and the attached exhibits (the "Contract Documents") constitute the entire contract between the parties hereto and there are no other understandings, oral or written, relating to the subject matter hereof. The Contract Documents may not be changed, modified, or amended, in whole or in part, except in writing, signed by all parties. The terms and conditions of the Contract Documents are intended to govern the purchase of services from the Contractor, and any conflicting terms and conditions, or additional terms and conditions, in any exhibits shall not prevail to the detriment of any corresponding term of the Contract Documents.

24. Survival. Any and all provisions of this Agreement regarding confidentiality, RTKL, and other records or information shall survive and be enforceable after the expiration or termination of this Agreement.

25. Headings. Section headings in this Agreement shall serve for reference only and shall not in any way affect the meaning or interpretation of this Agreement.

26. Counterparts. The parties may execute and delivery this Agreement in any number of counterparts, each of which the parties shall deem an original and all of which shall constitute, together, one and the same Agreement.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the IDA and the Contractor, intending to be legally bound hereby, have executed and delivered this Agreement as of the day and year set forth above.

ATTEST:

DELAWARE COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY

_____

By:_____
Laura Goodrich Cairns, Executive Director

ATTEST:

CITY OF CHESTER

_____

By:_____

Exhibit A
Scope of Work

Location and Area—

- East 11th Street and Edgemont Ave, Chester, PA 19013, known as DeShong Park ("DeShong")
- Grass areas and flower beds located in the 22 acres of DeShong, bounded by Edgmont Ave, E. 11th Street, E. 9th Street, and the Chester Creek waterway.
- Services may be performed during daylight hours, unless the IDA provides written notice of limitations of the availability of DeShong, or parts thereof, for the performance of the Services.

Mowing Services—

- Contractor may provide the mowing, trimming, and grass maintenance services at intervals to ensure that the mowing height will be between 2 and 3 inches, at Contractor's discretion, but may be set by the IDA with written notice to Contractor, from the start of the Term and continuing until the Term is completed or the Agreement is terminated.
- At any time during the Term, Contractor shall provide notice to the IDA if Contractor observes or is provided notice that the grass at DeShong is too long or in a condition not conducive to the intended use of DeShong ("Cut Notice"). The IDA may also provide to Contractor a Cut Notice. If Contractor provides the IDA a Cut Notice, IDA shall approve in writing any additional mowing services before Contractor performs them. If the IDA provides Contractor a Cut Notice, the Cute Notice will contain instructions for additional or reduces mowing services. For any additional mowing services, Contractor shall not receive additional compensation, and a reduction in mowing services shall proportionately reduce the Fee to Contractor as provided in this Agreement.

Flower and other Bed Maintenance—

- During each mowing service visit, Contractor shall edge, trim, and line all beds so they are distinct from any grass, curb, sidewalk, or other border.
- During each mowing service visit, Contractor shall ensure that the beds around DeLong are cleared and fee from leaves, branches, grass, and any other debris, including removal of dead and annual flowers and plants.

General Requirements—

- Maintain sharp edges on all mowing equipment to prevent ripped and/or shredded grass blades.
- Appropriate mowing equipment and alternative mowing patterns shall be employed to limit soil compaction and permit recycling of clippings where possible.
- Perform stick edging to curb lines and walkways.
- Perform string trimming to buildings, posts and other obstructions as needed.
- Remove all paper, trash, twigs and other undesirable materials from turf areas.
- Blow curb lines and walkways after moving.
- Keep all planting beds and trees saucers free of clippings.
- Excess clippings will be double cut, dispersed by power blower or racked and removed.