



Finance & Revenue Committee Meeting
July 9, 2025 @ 5:30 PM
This meeting is recorded for public record.

Committee Members:

Brian McGinnis, Chair
Nicole Scimone
Bryan Travis

Director of Finance & Revenue: Barbara Lioni
Borough Manager: Sean Metrick

Finance & Revenue Committee Meeting:

- I. Call to Order
- II. Announcements
- III. Comments
Comments, suggestions, petitions by residents in attendance regarding items that are not on the agenda. Please be advised that all public comment has a 5-minute time limit.
- IV. Reports
 - A. Director's report on monthly financials
 - B.
 1. Pension fund update
- V. Old Business
 - A. Approve June 2025 meeting minutes
 - B. Discuss 2025 Christmas Parade
Issue: Discuss support and fees for the 2025 parade.
- VI. New Business
 - A. Motion to approve purchasing requests (attachment):
 1. JJ Outdoor Services LLC for \$14,369.50
 2. Johnson Controls for \$16,250.00
 3. NexGen for \$30,284.00
 4. USALCO for \$12,835.20
 5. Witmer Public Safety for \$15,395.60
 6. Great Lakes Recreation – DBA Boyce Recreation - \$65,386.00

Issue: Review and recommend the approval of purchase orders exceeding \$10,000

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
Cash Position
June 30, 2025**

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance 6/1/2025</u>	<u>June Receipts</u>	<u>June Expenditures</u>	<u>Ending Balance 6/30/2025</u>
01-10000	GF Truist Cash	2,961,620	397,166	430,581	2,928,205
01-10036	PLGIT EIT Pension Pay Down Cash	426,107	83,091	-	509,198
01-10037	Santander GF Cash	-	-	-	-
01-10044	Santander ARPA Cash	393,504	-	-	393,504
01-10040	PLGIT Pcard Cash	-	-	-	-
01-12000	PLGIT GF Cash	3,017,957	15,763	30,000	3,003,720
	Total General Fund	6,799,188	496,020	460,581	6,834,627
05-10045	Santander Fire Cash	725,264	38,484	300,593	463,155
05-10053	PLGIT Fire Reserve	750,832	2,695	-	753,527
	Total Fire Fund	1,476,096	41,179	300,593	1,216,682
10-10006	PLGIT Rec In Lieu Cash	103,929	354	-	104,283
07-10047	Santander Recreation Cash	7,028	7,010	9,176	4,862
	Total Recreation Fund	110,957	7,364	9,176	109,145
08-10038	Santander Sewer Cash	2,065,538	960,539	732,596	2,293,481
08-10052	PLGIT Sewer Cash Reserve	2,284,300	12,441	-	2,296,741
	Total Sewer Fund	4,349,838	972,980	732,596	4,590,222
09-10026	Truist Parking Cash	1,328,554	180,314	135,393	1,373,475
09-10039	Santander Parking Cash	777,235	449,002	479,741	746,496
09-10103	TD Parking Cash	270,809	20,216	-	291,025
09-10051	PLGIT Parking Cash Reserve	514,581	3,968	-	518,549
10-10012	PLGIT 2011 Bond	46,064	160	-	46,224
	Total Parking Fund	2,937,243	653,660	615,134	2,975,769
15-10015	BBT Highway Aid	526,294	-	9,150	517,144
	Total Highway Aid Fund	526,294	-	9,150	517,144
16-10034	Fulton SPF Cash	1,152,137	13,004	-	1,165,141
16-10054	PLGIT SPF Reserve	963,969	4,167	-	968,136
16-100-41	Santander SPF Cash	376,362	73,557	62,750	387,169
	Total Stream Protection Fund	2,492,468	90,728	62,750	2,520,446
18-120-03	BBT Capital Operating Investments	5,317,588	-	-	5,317,588
18-120-04	US Bank Capital Operating Investments	3,706,901	-	-	3,706,901
	Total Capital Operating Reserve Fund	9,024,489	-	-	9,024,489
30-100-31	PLGIT 2016 GOB Bond	40,098	139	-	40,237

Borough of West Chester
 Cash Position
 June 30, 2025

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance 6/1/2025</u>	<u>June Receipts</u>	<u>June Expenditures</u>	<u>Ending Balance 6/30/2025</u>
	Total 2016 Bond Funds	40,098	139	-	40,237
	Total-All Funds	27,756,671	2,262,070	2,189,980	27,828,761

June Budget to Actual Report-DRAFT

**Due To/ Due From Balances
6/30/2025**

G/L A/C#	Description	DUE FROM	G/L A/C#	Description	DUE TO	Difference
01-13005	Due from Fire	54,742	05-23001	Due to GF	(54,742)	-
01-13007	Due from Rec	76,485	07-23001	Due to GF	(76,485)	-
01-13008	Due from Sewer	172,181	08-23001	Due to GF	(172,181)	-
01-13009	Due from Parking	173,969	09-23001	Due to GF	(173,969)	-
01-13010	Due from Capital	2,984	10-23001	Due to GF	(2,984)	-
01-13016	Due from SPF	(7,947)	16-23001	Due to GF	7,947	-
05-13001	Due from GF	162,172	01-23005	Due to Fire	(162,172)	-
08-13001	Due from GF	43,125	01-23008	Due to Sewer	(43,125)	-
07-13001	Due from GF	6,112	01-23007	Due to Rec	(6,112)	-
09-13001	Due from GF	-	01-23009	Due to Parking	-	-
11-13001	Due from GF	1,746	01-23013	Due to UDAG	(1,746)	-
08-13010	Due from Capital	105,838	10-23008	Due to Sewer	(105,838)	-
10-13001	Due from GF	(66,639)	01-23011	Due to Capital	66,639	-
16-13001	Due from GF	(22,253)	01-23016	Due to SPF	22,253	-
09-13005	Due from Fire	2,700	05-23009	Due to Parking	(2,700)	-
09-13007	Due from Rec	61,651	07-23009	Due to Parking	(61,651)	-
09-13018	Due from Debt	939,051	30-23009	Due to Parking	(939,051)	-
10-13007	Due from Capital	57,228	07-23011	Due to Capital	(57,228)	-
30-13016	Due from SPF	1,217,229	16-23030	Due to Debt	(1,217,229)	-
		<u>2,980,374</u>			<u>(2,980,374)</u>	-

Borough of West Chester
Budget to Actual Report -Variances
For the year ended June 30, 2025

Revenue Trends:

Business Privilege Tax (01-31095-90) better than budget by \$43k

P/Y Real Estate Taxes In Collections (01-30125-90) better than budget by \$58k

Interest Income (01-34100-90) better than budget by \$45k

Housing Violations (01-33104-50) better than budget by \$36k.

Street Openings revenue (01-38026-80) better than budget by \$74k due to Aqua/Peco reimbursements.

Police Grant Revenue (01-35500-40)- two grants recived that were not budgeted. \$7,500 for K9 and \$40,000 for body cameras.

Turks Head Revenue (01-34330-07)- was \$9K. Revenue from event did not meet budget. Budget was \$16k. Revenue shortfall of \$6k.

Expense Trends:

Capital Expense (01-43013-90) is overbudget for final payment made to Premier Concrete for High and Miner project. Will receive grant reimbursement for this project.

Legal Fees-Employment (01-40430-90) is overbudget by \$7k. Line item used for employment related issues.

Other Expense (01-40133-90): over budget due to temp services paid to People Share. Hired full time position in the Finance Department. Will no longer be paying People Share for staffing service within the department.

Other Expense (01-40133-50) is not a budgeted expense within the Housing department for 2025. Line item is being used to account for People Share invoice being paid for temporary staffing.

Trf to Police Pension (01-44870-40): transferred \$250,000 to police pension. YTD transferred to police pension to meet MMO: \$900k
Funds come directly from EIT .25 cash account.

Zoning Hearing (01-41331-50) overbudget due to third party zoning services.

Training (01-45836-90) overbudget by \$10k. Budget number did not account for all admin trainings and dues.

**90 - ADMINISTRATION
REVENUE**

Account Code	Account Title	Total Budget-	Current Period	Total Budget Variance		Percent Total	Prior Year Actual
		Original	Actual	YTD Actual	Original	Original	
30000	CASH RESERVE	305,512	-	-	(305,512)	100.00%	-
30115	REAL ESTATE TAX REVENUE	6,180,098	204,336	5,430,976	(749,122)	12.12%	5,623,289
30125	LIENED REAL ESTATE TAX	110,000	28,620	168,528	58,528	(53.20)%	43,293
31090	EARNED INCOME TAX	6,510,996	265,403	3,469,088	(3,041,908)	46.71%	3,506,845
31091	DEED TRANSFER TAX	530,000	79,443	289,070	(240,930)	45.45%	240,993
31093	LOCAL SERVICES TAX	700,000	36,294	374,187	(325,813)	46.54%	356,996
31095	BUSINESS PRIVILEGE TAX	144,000	12,189	186,840	42,840	(29.75)%	101,621
34100	INTEREST INCOME	100,000	37,399	145,640	45,640	(45.63)%	199,503
34302	LIBRARY/BID MED. INS REIMB.	105,153	-	15,185	(89,968)	85.55%	17,030
34304	PA MUNCP HEALTH MED INS	200,000	-	145,704	(54,296)	27.14%	248,526
35415	TRANSFER FROM CAP	189,078	-	-	(189,078)	100.00%	-
35429	TRANSFER FROM SPF	242,632	-	-	(242,632)	100.00%	-
35442	TRF FROM OPEB	64,931	-	-	(64,931)	100.00%	-
35500	GRANT REVENUE	-	-	79,386	79,386	(100.00)%	9
35501	STATE PENSION AID	995,170	-	-	(995,170)	100.00%	-
36736	SOLAR/EV REVENUE	-	-	-	-	0.00%	5,504
38000	MISCELLANEOUS REVENUE	18,900	2,098	21,746	2,846	(15.05)%	14,159
38001	PAYMENT IN LIEU TAXES	14,000	-	-	(14,000)	100.00%	-
38005	RECYCLING REVENUE	-	-	175	175	(100.00)%	-
38009	CERTIF FEES	45,000	850	32,506	(12,494)	27.76%	21,735
38014	CELL TOWER/CABLE FRAN REV	245,000	3,262	160,984	(84,016)	34.29%	173,383
38019	W/C REIMBURSEMENT	-	7,994	42,576	42,576	(100.00)%	2,546
38030	UCOMP REIMBURSEMENT	3,300	-	-	(3,300)	100.00%	-
39120	TRASH BAG FEES	-	9	9	9	(100.00)%	-
39208	TRF FROM SEWER FD	600,000	-	600,000	-	100.00%	-
39209	TRF FROM PARKING FD	2,132,100	177,675	1,066,050	(1,066,050)	100.00%	-
39298	TRF FROM FIRE	59,328	59,328	59,328	-	0.00%	-
	Total Revenue	19,495,198	914,900	12,287,978	(7,207,220)	-37%	10,555,434

EXPENSE

40110	SAL EXP-BORGH MGR	33,000	8,250	16,500	16,500	50.00%	13,338
40112	SAL EXP- ADMIN DEPT	430,774	25,447	188,847	241,927	56.16%	185,074
40121	OFFICE SUPPLIES	10,000	1,193	2,775	7,225	72.25%	2,708
40122	POSTAGE & PRINTING	25,000	3,685	12,436	12,564	50.25%	12,510
40123	HR EXPENSE	41,900	2,384	(165)	42,065	100.39%	(3,180)
40124	LEASE PAYMENTS	8,139	427	6,859	1,280	15.72%	1,680
40131	FIDELITY BOND MGR/TREAS	1,800	-	1,619	181	10.05%	1,619
40133	ADMIN EXPENSE	2,500	264	14,667	(12,167)	(486.68)%	11,638
40134	CODIFICATION	10,000	1,737	5,603	4,397	43.96%	-
40140	BANK FEES	15,000	3,225	17,580	(2,580)	(17.19)%	1,396
40310	TAX COLLECTION FEES	13,000	-	5,408	7,592	58.39%	8,758
40332	QUALIFYING VOL TAX CREDIT	12,000	1,942	11,081	919	7.65%	-
40410	LEGAL FEES	130,000	2,266	43,575	86,425	66.48%	35,810
40430	LEGAL FEES-EMPLOYMT	30,000	32,907	36,912	(6,912)	(23.04)%	109,821
40510	SAL EXP- FINANCE	267,699	19,871	113,845	153,854	57.47%	112,769
40931	UTILITIES	30,603	5,260	20,349	10,254	33.50%	29,363

June Budget to Actual Report-DRAFT

Account Code	Account Title	Total Budget-	Current Period	Total Budget Variance		Percent Total	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual
40938	FIRE HYDRANTS	90,000	11,016	49,031	40,969	45.52%	24,964
41337	STENOGRAPHER EXPENSE	1,000	-	-	1,000	100.00%	-
42000	ADVERTISING	5,500	450	5,336	164	2.98%	2,530
42732	RECYCLING	-	16,807	16,807	(16,807)	(100.00)%	-
43013	CAPITAL EXPENSE	-	-	59,241	(59,241)	(100.00)%	312,397
43031	FUEL EXPENSE	1,000	50	198	802	80.18%	552
43800	ALLEYS	-	-	413	(413)	(100.00)%	-
43815	SAL EXP-BOROUGH MANAGER	169,223	13,080	72,443	96,780	57.19%	80,910
43816	SALARY FINANCE DIRECTOR	-	-	-	-	0.00%	-
43822	SOFTWARE MAINT FEES	105,684	934	54,635	51,049	48.30%	90,313
43823	PAYROLL PROCESSING FEES	62,400	5,352	33,348	29,052	46.55%	47,849
43832	EV CHARGING EXP	-	-	332	(332)	(100.00)%	2,928
44518	WC BUS IMP DIST ALLOC	-	-	-	-	0.00%	85,000
44579	TRF TO FIRE	541,708	-	524,059	17,649	3.25%	-
44580	TRF TO SPF	60,695	-	60,695	-	100.00%	-
44891	TRF TO NU	297,543	-	120,000	177,543	100.00%	-
44892	TRF TO LIQUID FUELS	44,196	-	-	44,196	100.00%	-
45311	BOARDS & COMMISSIONS EXP	10,000	-	814	9,186	91.86%	3,466
45432	TRIPS/CLASS EXPENSE	-	-	3,579	(3,579)	(100.00)%	-
45485	PARADE EXP	-	-	-	-	0.00%	-
45650	LIBRARY ALLOCATION	110,000	-	36,666	73,334	66.66%	35,000
45657	AUDIT EXPENSE	50,000	10,000	28,000	22,000	44.00%	29,000
45760	OFF SITE STORAGE	4,000	251	2,027	1,973	49.32%	1,628
45774	TRAINING/DUES	-	-	80	(80)	(100.00)%	-
45798	SOFTWARE	-	-	19,256	(19,256)	(100.00)%	-
45836	TRAINING	789	650	11,300	(10,511)	(1,332.23)%	17,154
45837	Tuition Reimbursement	3,600	-	1,200	2,400	66.66%	2,400
46020	TRAINING	-	-	320	(320)	(100.00)%	-
47180	PRIN PYMT- 2014 ENERGY	48,000	-	48,000	-	0.00%	47,000
47181	PRINCIPAL PAYMENS-2016	250,000	-	-	250,000	100.00%	-
47182	PRIN PYMNT- 2016 STREAM	55,000	-	-	55,000	100.00%	-
47184	PRIN PYMT- 2016 FIRE TK	120,000	-	-	120,000	100.00%	-
47230	INT EXP- 2016 Building	141,936	-	70,968	70,968	49.99%	75,068
47250	INT EXP- 2016 FIRE TRUCK	121,826	-	30,913	90,913	74.62%	33,213
47290	INT EXP- 2013 LIBRARY	-	-	-	-	0.00%	563
47294	INT EXP- 2014 ENREGY	47,250	-	15,399	31,851	67.41%	8,791
47297	INT EXP- 2016 STREAM	55,983	-	27,991	27,992	50.00%	29,091
48600	INS EXPENSE-W/C/UNEMP	19,191	4,678	11,800	7,391	38.51%	(405,377)
48610	INSURANCE EXP	41,428	-	46,982	(5,554)	(13.40)%	42,809
48700	INSURANCE EXP- MEDICAL	350,037	25,301	120,751	229,286	65.50%	174,874
48715	PENSION EXP-DEF CONTB	31,990	2,042	13,125	18,865	58.97%	19,870
48720	FICA EXPENSE	68,903	4,098	24,418	44,485	(152.49)%	197,846
48952	GOODFELLOWSHIP	167,510	86,763	86,763	80,747	48.20%	158,299
	Total Expense	4,137,807	290,331	2,094,779	2,043,028	49%	1,641,443
	NI/(NL)		624,569	10,193,199			

**40 - POLICE
Revenue**

Account Code	Account Title	Total Budget Original	Current Period Actual	YTD Actual	Total Budget Variance - Original	Percent Total Budget Remaining Original	Prior Year Actual
33104	DISTRICT COURT	310,000	-	95,122	(214,878)	69.31%	149,482
34317	ALARM REVENUE	18,335	220	11,530	(6,805)	37.11%	6,005
35500	GRANT REVENUE	-	-	47,500	47,500	(100.00)%	-
36203	EBT POL PROT CONTRACT	1,828,454	-	909,679	(918,776)	50.24%	874,691
36235	POLICE SVCS OT REIMB	120,000	2,448	82,387	(37,613)	31.34%	114,210
38002	RESTITUTION PYMTS	20,000	-	6,835	(13,165)	65.82%	9,643
38017	POLICE RECORDS	6,700	-	4,780	(1,920)	28.65%	4,947
38019	W/C REIMBURSEMENT	-	-	2,650	2,650	(100.00)%	-
Total Revenue		2,303,489	2,668	1,160,482	(1,143,007)	-50%	1,158,977

EXPENSE

40121	OFFICE SUPPLIES	10,700	682	2,175	8,525	79.67%	3,492
40122	POSTAGE & PRINTING	6,420	766	2,273	4,147	64.59%	3,925
40124	LEASE PAYMENTS	108,480	13,402	69,035	39,445	36.36%	22,200
40133	ADMIN EXPENSE	5,350	140	545	4,805	89.80%	1,267
40280	CIVIL SERVICE	25,000	4,200	12,033	12,967	51.86%	17,290
40931	UTILITIES	61,175	3,552	19,567	41,608	68.01%	22,808
40940	SERVICE CONTRACTS	-	-	14	(14)	(100.00)%	-
41010	SAL EXP-LTS	535,369	41,100	269,742	265,627	49.61%	236,703
41012	SAL EXP-POLICE OFF	4,947,276	367,665	2,259,565	2,687,711	54.32%	2,430,270
41014	SAL EXP-DISPATCH	819,320	59,303	323,359	495,961	60.53%	338,380
41023	SMALL EQUIPMENT	23,190	11	9,496	13,694	59.05%	4,800
41031	CONTRACT EXPENSES	105,866	5,595	27,276	78,590	74.23%	44,138
41032	CELL BLOCK	6,000	-	580	5,420	90.33%	-
41034	FALSE AREEST	25,579	-	15,054	10,525	41.14%	-
42010	UNIFORMS	75,000	12,973	18,078	56,922	75.89%	34,495
43013	CAPITAL EXPENSE	-	31,880	241,225	(241,225)	(100.00)%	10,849
43031	FUEL EXPENSE	60,000	4,046	26,107	33,893	56.48%	34,083
43720	VEHICLE REPAIR	-	-	75	(75)	(100.00)%	-
43819	SAL EXP-POLICE CHIEF	187,076	14,331	94,511	92,565	49.47%	147,003
43822	SOFTWARE MAINT FEES	19,260	-	-	19,260	100.00%	38,762
43825	SALA EXP-OT	350,000	38,278	190,296	159,704	45.62%	181,128
44571	TRF TO CAPITAL	100,544	-	-	100,544	100.00%	-
44871	TRF TO POLICE PENS	1,362,661	250,000	900,000	462,661	100.00%	-
45300	DONATIONS EXPENSE	500	-	-	500	100.00%	-
45655	ARMORY	32,100	1,898	5,687	26,413	82.28%	9,894
45712	INFORMANT FEES	5,000	-	5,000	-	0.00%	3,000
45756	MEDICAL SERVICES	10,700	179	6,419	4,281	40.00%	9,351
45760	OFF SITE STORAGE	1,605	65	392	1,213	75.56%	310
45762	MAYOR	6,955	125	2,202	4,753	68.33%	1,446
45772	UNIT	85,150	12,046	53,160	31,990	37.56%	29,927
45774	TRAINING/DUES	64,200	5,489	22,065	42,135	65.63%	27,839
45800	SPCA	20,000	1,316	9,221	10,779	53.89%	9,897
45810	TRANSLATION	3,210	76	1,212	1,998	62.23%	888
45851	TRF TO OPEB	85,000	-	-	85,000	100.00%	-
48600	INS EXPENSE-W/C/UNEMP	408,360	47,134	198,594	209,766	51.36%	160,835
48610	INSURANCE EXP	96,935	-	79,913	17,022	17.56%	41,868
48700	INSURANCE EXP-	1,585,378	123,174	790,653	794,725	50.12%	898,521
48715	PENSION EXP-DEF CONTB	12,152	831	4,344	7,808	64.25%	4,768
48720	FICA EXPENSE	149,968	10,672	62,782	87,186	100.00%	902
48951	REFUNDS	-	-	650	(650)	(100.00)%	1,025
Total Expense		11,401,479	1,050,926	5,723,300	5,678,179	50%	4,772,062

Account Code	Account Title	Original	Actual	YTD Actual	- Original	Original	Prior Year Actual
	NI/(NL)		(1,048,258)	(4,562,817)			

June Budget to Actual Report-DRAFT

50 - BUILDING & HOUSING
Revenue

Account Code	Account Title	Total Budget -		Current Period		Total Budget Variance -		Percent Total Budget Remaining -	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual		
33104	DISTRICT COURT VIOLATIONS	20,000	13,285	55,616	35,616	(178.07)%	9,651		
35507	FOREIGN FIRE INS PREM TAX	40,000	1,595	28,280	(11,721)	29.30%	20,773		
36241	BUILDING PERMITS	600,000	10,337	217,450	(382,550)	63.75%	228,102		
36242	ELECTRICAL PERMITS	35,000	-	(2,390)	(37,390)	106.82%	13,719		
36243	PLUMBING PERMITS	50,000	1,430	16,185	(33,815)	67.63%	25,704		
36244	ZONING HEARING BOARD	10,000	150	18,676	8,676	(86.75)%	4,850		
36245	RENTAL PERMITS	258,280	26,619	81,015	(177,265)	68.63%	1,682		
38007	LAND DEVELOPMENT FEES	2,000	648	2,027	27	(1.35)%	3,368		
Total Revenue		1,015,280	54,063	416,859	(598,421)	-59%	307,849		

EXPENSE

40121	OFFICE SUPPLIES	-	-	390	(390)	(100.00)%	1,418
40122	POSTAGE & PRINTING	2,500	58	208	2,292	91.69%	-
40124	LEASE PAYMENTS	4,065	797	3,186	879	21.62%	1,991
40133	ADMIN EXPENSE	-	8,863	23,594	(23,594)	(100.00)%	-
40931	UTILITIES	4,000	524	2,980	1,020	25.48%	1,456
41310	SAL EXP-HOUSING	512,560	22,047	147,776	364,784	71.16%	164,174
41331	ZONING HEARING	20,000	473	42,541	(22,541)	(112.70)%	7,148
41332	ELECTRICAL INSPECTOR	15,000	2,412	6,594	8,406	56.04%	3,267
41333	MECHANICAL INSPECTOR	20,000	95	2,565	17,435	87.17%	7,009
41339	THIRD PARTY RENT INSP	65,000	-	-	65,000	100.00%	-
41340	3rd Party Consultation	240,000	4,290	53,477	186,523	77.71%	-
42010	UNIFORMS	-	-	652	(652)	(100.00)%	-
42011	CONSULTANTS	-	3,300	3,300	(3,300)	(100.00)%	1,215
43031	FUEL EXPENSE	3,000	88	700	2,300	76.65%	1,656
43612	DCED FILING FEES	3,000	-	-	3,000	100.00%	-
43822	SOFTWARE MAINT FEES	-	-	-	-	0.00%	2,862
43825	SALA EXP-OT	1,500	51	625	875	58.32%	779
45716	LAND DEVELOPMENT EXPENSES	-	4,061	6,679	(6,679)	(100.00)%	45,412
45760	OFF SITE STORAGE	3,500	602	2,709	791	22.60%	1,505
45774	TRAINING/DUES	8,000	170	1,195	6,805	85.05%	1,640
45836	TRAINING	-	-	150	(150)	(100.00)%	-
48600	INS EXPENSE-W/C/UNEMP	6,728	2,685	5,155	1,573	23.37%	6,696
48610	INSURANCE EXP	-	-	-	-	0.00%	1,610
48700	INSURANCE EXP- MEDICAL	201,605	8,982	44,140	157,465	78.10%	60,052
48715	PENSION EXP-DEF CONTB	25,628	1,053	6,964	18,664	72.82%	8,738
48720	FICA EXPENSE	39,326	1,687	11,305	28,021	100.00%	-
Total Expense		1,175,412	62,236	366,887	808,525	69%	318,628
NI/(NL)			(8,173)	49,972			

June Budget to Actual Report-DRAFT

70 - IT
EXPENSE

Account Code	Account Title	Total Budget -		Current Period		Total Budget Variance -		Percent Total Budget Remaining -	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual		
40122	POSTAGE & PRINTING	-	15	52	(52)	(100.00)%	-		
40931	UTILITIES	2,700	234	1,431	1,269	46.99%	739		
40933	SALARIES IT	-	14,080	84,487	(84,487)	(100.00)%	88,153		
43817	SALARY EXPENSE- IT	183,335	-	-	183,335	100.00%	-		
43829	MICROSOFT	40,000	3,952	14,792	25,208	63.02%	15,900		
44571	TRF TO CAPITAL	50,817	-	-	50,817	100.00%	-		
45659	BACKUP & SUPP SVC	48,000	18,575	28,627	19,373	40.35%	24,869		
45722	LICENSES	6,000	32	(127)	6,127	102.11%	2,254		
45766	PARTS	20,000	3,188	12,322	7,678	38.38%	2,018		
45774	TRAINING/DUES	7,000	-	2,297	4,703	67.18%	3,284		
45782	REMOTE ACCESS POINTS	4,000	-	625	3,375	84.37%	2,586		
45792	SERVICES	6,000	-	1,361	4,639	77.31%	3,314		
45798	SOFTWARE	8,000	-	7,156	844	10.54%	720		
45802	ADVANCED THREAT	72,000	9,888	51,538	20,462	28.41%	37,935		
45820	WEBSITE	25,000	-	24,615	385	1.53%	11,614		
48600	INS EXPENSE-W/C/UNEMP	2,753	1,078	2,127	626	22.75%	2,605		
48700	INSURANCE EXP-	68,824	5,425	37,099	31,725	46.09%	39,628		
48715	PENSION EXP-DEF CONTB	3,115	235	1,407	1,708	54.82%	1,695		
48720	FICA EXPENSE	14,025	1,077	6,463	7,562	100.00%	-		
Total Expense		561,569	57,779	276,273	285,296	51%	237,316		
NI(NL)			(57,779)	(276,273)					

June Budget to Actual Report-DRAFT

REVENUE

80 - PUBLIC WORKS

Account Code	Account Title	Total Budget -	Current Period		Total Budget Variance -	Percent Total Budget Remaining -	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual
34318	DUMPSTER FEES	5,000	91	589	(4,411)	88.21%	1,344
34320	GRANT-RECYCLING	90,020	-	-	(90,020)	100.00%	-
35103	WINTER MAINTENANCE	33,000	-	-	(33,000)	100.00%	-
38000	MISCELLANEOUS REVENUE	-	4,140	4,455	4,455	(100.00)%	302
38005	RECYCLING REVENUE	10,000	2,474	7,343	(2,657)	26.57%	5,329
38026	STREET OPENING REIMB	60,000	17,500	134,460	74,460	(124.10)%	23,800
39120	TRASH BAG FEES	20,000	2,327	14,173	(5,827)	29.13%	10,564
	Total Revenue	218,020	26,532	161,020	(57,000)	-26%	41,339

EXPENSE

40121	OFFICE SUPPLIES	2,000	-	1,246	754	37.70%	38
40122	POSTAGE & PRINTING	3,000	377	1,350	1,650	55.00%	1,074
40124	LEASE PAYMENTS	59,013	5,388	33,252	25,761	43.65%	24,754
40133	ADMIN EXPENSE	5,500	75	834	4,666	84.83%	248
40920	MAT & SUPPLIES	25,000	2,503	8,592	16,408	65.63%	9,434
40931	UTILITIES	63,338	8,289	27,321	36,017	56.86%	32,368
40936	FIRE HYDRANTS EXPENSE	110,000	97	13,367	96,633	87.84%	-
40940	SERVICE CONTRACTS	115,000	12,256	66,420	48,580	42.24%	45,825
41400	LANDSCAPE MAINTENANCE	83,000	13,520	14,920	68,080	82.02%	21,763
42000	ADVERTISING	5,000	-	4,043	957	19.13%	1,710
42007	PROFESSIONAL FEES	-	-	468	(468)	(100.00)%	-
42010	UNIFORMS	24,000	801	10,012	13,988	58.28%	10,354
42011	CONSULTANTS	117,000	23,819	90,200	26,800	22.90%	50,242
42730	TRASH	240,000	27,838	115,076	124,924	52.05%	103,178
42732	RECYCLING	92,000	9,694	35,661	56,339	61.23%	41,753
43012	SAL EXP-PW	2,018,046	152,268	907,522	1,110,524	55.02%	921,264
43013	CAPITAL EXPENSE	15,000	321,039	322,294	(307,294)	(2,048.62)%	7,068
43031	FUEL EXPENSE	115,000	9,017	53,252	61,748	53.69%	64,468
43200	WINTER MAINTENANCE	92,673	-	98,529	(5,856)	(6.31)%	-
43331	TRAFFIC LIGHT MAINT	-	-	-	-	0.00%	325
43720	VEHICLE REPAIR	220,000	38,169	132,522	87,478	39.76%	135,914
43725	TOOLS	22,000	4,223	17,814	4,186	19.02%	9,588
43800	ALLEYS	10,000	2,537	5,198	4,802	48.01%	6,424
43825	SALA EXP-OT	50,000	5,641	40,752	9,248	18.49%	41,054
44571	TRF TO CAPITAL	322,702	-	-	322,702	100.00%	-
45430	PARK MAINTENANCE	-	460	460	(460)	(100.00)%	46
45540	TREES	235,000	9,395	94,634	140,366	59.73%	104,932
45630	LIBRARY MAINT	15,000	2,659	6,609	8,391	55.94%	5,902
45774	TRAINING/DUES	7,500	1,480	1,710	5,790	77.20%	2,510
45836	TRAINING	-	-	728	(728)	(100.00)%	972
48600	INS EXPENSE-W/C/UNEMP	176,966	24,506	91,633	85,333	48.21%	93,109
48610	INSURANCE EXP	60,061	-	76,468	(16,407)	(27.31)%	62,128
48700	INSURANCE EXP- MEDICAL	729,696	52,646	343,121	386,575	52.97%	365,627
48715	PENSION EXP-DEF CONTB	47,032	3,321	20,179	26,853	57.09%	19,090
48720	FICA EXPENSE	158,206	12,080	72,543	85,663	100.00%	-
	Total Expense	5,238,733	744,098	2,708,731	2,530,002	48%	2,183,160
	NI/(NL)		(717,566)	(2,547,711)			

June Budget to Actual Report-DRAFT

Account Code	Account Title	Total Budget -	Current Period		Total Budget Variance -	Percent Total Budget Remaining -	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual

June Budget to Actual Report-DRAFT

07 - PARKS REC & EVENTS
REVENUE

Account Code	Account Title	Total Budget -		Current Period		Total Budget Variance -		Percent Total Budget Remaining -	
		Original		Actual	YTD Actual	Original		Original	Prior Year Actual
34323	SPECIAL EVENT APP FEE	20,000		250	22,457	2,457		(12.28)%	16,570
34324	REST FESTIVAL REVENUE	45,000		3,140	12,075	(32,925)		73.16%	11,947
34325	POP UP EVENT REVENUE	2,000		-	-	(2,000)		100.00%	70
34330	TURKS HEAD FEST	16,000		1,017	9,717	(6,283)		39.27%	8,800
36731	SPONSORSHIP REVENUE	30,200		3,500	4,550	(25,650)		84.93%	21,424
36737	PARK RENTAL FEES	10,000		800	2,930	(7,070)		70.69%	4,628
36739	CLASS REVENUE	55,000		3,045	26,289	(28,711)		52.20%	39,889
	Total Revenue	178,200		11,751	78,018	(100,182)		-56%	103,328

EXPENSE

40122	POSTAGE & PRINTING	-		44	156	(156)		(100.00)%	-
40140	BANK FEES	-		-	-	-		0.00%	814
40931	UTILITIES	-		262	1,372	(1,372)		(100.00)%	1,622
42000	ADVERTISING	21,000		14,063	14,261	6,739		32.09%	7,802
43013	CAPITAL EXPENSE	63,832		3,878	14,606	49,226		77.11%	15,923
43820	SAL EXP- RECREATION	175,078		14,091	81,122	93,956		53.66%	67,112
43822	SOFTWARE MAINT FEES	4,000		-	-	4,000		100.00%	-
44571	TRF TO CAPITAL	130,635		-	-	130,635		100.00%	-
45430	PARK MAINTENANCE	51,000		2,396	12,471	38,529		75.54%	17,919
45432	TRIPS/CLASS EXPENSE	76,000		2,013	33,133	42,867		56.40%	16,653
45436	REST FESTIVAL	39,000		-	-	39,000		100.00%	-
45450	TURKS HEAD FESTIVAL	19,500		16,430	18,683	817		4.18%	17,327
45452	TOUCH TRUCK EVENT	4,000		-	-	4,000		100.00%	-
45457	HALLOWEEN PARADE	4,000		-	-	4,000		100.00%	2,783
45480	SMALL EVENTS EXPENSE	16,500		3,227	3,427	13,073		79.22%	410
45485	PARADE EXP	-		-	-	-		0.00%	535
45760	OFF SITE STORAGE	-		50	300	(300)		(100.00)%	180
45774	TRAINING/DUES	4,000		-	1,506	2,494		62.34%	-
45836	TRAINING	-		750	750	(750)		(100.00)%	450
48600	INS EXPENSE-W/C/UNEMP	-		1,042	2,491	(2,491)		(100.00)%	2,575
48610	INSURANCE EXP	2,151		-	-	2,151		100.00%	-
48700	INSURANCE EXP- MEDICAL	68,348		3,928	26,149	42,199		61.74%	26,499
48715	PENSION EXP-DEF CONTB	2,750		227	1,358	1,392		50.62%	480
48720	FICA EXPENSE	13,393		1,078	6,206	7,187		100.00%	-
	Total Expense	695,187		63,479	217,991	477,196		69%	179,082
	NI(NL)			(51,728)	(139,974)				

June Budget to Actual Report-DRAFT

05 - FIRE
REVENUE

Account Code	Account Title	Total Budget -		YTD Actual	Total Budget Variance -		Percent Total Budget Remaining -	
		Original	Actual		Original	Original	Prior Year Actual	
30000	CASH RESERVE	36,249	-	-	(36,249)	100.00%	-	-
34100	INTEREST INCOME	31,500	2,695	14,620	(16,880)	53.58%	13,843	-
34317	ALARM REVENUE	-	-	280	280	(100.00)%	1,500	-
35500	GRANT REVENUE	-	-	50,000	50,000	(100.00)%	-	-
36202	CONTRACTED FIRE PROT REV	791,941	94,405	489,768	(302,173)	38.15%	644,361	-
39205	TRF FROM FIRE FUND	541,708	-	-	(541,708)	100.00%	-	-
Total Revenue		1,401,398	97,100	554,668	(846,730)	-60%	659,703	-

EXPENSE

40121	OFFICE SUPPLIES	-	-	-	-	0.00%	63	-
40133	ADMIN EXPENSE	23,072	-	2,000	21,072	91.33%	-	-
40931	UTILITIES	93,740	11,393	29,770	63,970	68.24%	32,962	-
41110	OFFICER STIPENDS	10,609	-	-	10,609	100.00%	-	-
41120	EQUIP MAINT/REPAIR	36,565	3,229	29,317	7,248	19.82%	3,022	-
41121	EQUIP SMALL MAINT & REPL	-	-	9,039	(9,039)	(100.00)%	637	-
41131	EQUIP RADIO MAINT - FIRE	-	-	-	-	0.00%	372	-
41135	REPORTING FEES - FIRE	-	-	3,000	(3,000)	(100.00)%	6,000	-
41150	ALLOC TO FIRE COMPANIES	336,600	-	125,000	211,600	62.86%	125,000	-
43013	CAPITAL EXPENSE	504,249	29,969	66,218	438,031	86.86%	276,675	-
43031	FUEL EXPENSE	38,938	2,651	16,723	22,215	57.05%	20,075	-
43720	VEHICLE REPAIR	156,000	18,511	68,506	87,494	56.08%	39,220	-
44573	TRF TO GF	59,328	-	-	59,328	100.00%	-	-
45760	OFF SITE STORAGE	-	-	677	(677)	(100.00)%	-	-
48600	INS EXPENSE-W/C/UNEMP	-	7,558	59,546	(59,546)	(100.00)%	13,740	-
48610	INSURANCE EXP	142,297	7,558	95,162	47,135	33.12%	73,708	-
Total Expense		1,401,398	80,870	504,957	896,441	64%	591,474	-
NI/(NL)			16,230	49,710				

08 - SEWER
REVENUE

Account Code	Account Title	Total Budget -	Current Period	YTD Actual	Total Budget Variance -	Percent Total Budget Remaining -	Prior Year Actual
		Original	Actual		Original	Original	
30000	CASH RESERVE	2,644,226	-	-	(2,644,226)	100.00%	-
34100	INTEREST INCOME	70,000	12,441	53,915	(16,085)	22.97%	29,554
34332	SEWER REV-	160,000	27,917	90,160	(69,840)	43.64%	116,323
35500	GRANT REVENUE	1,350,000	225,000	225,000	(1,125,000)	83.33%	-
36401	TAP IN FEES	25,575	-	-	(25,575)	100.00%	-
36412	MONTHLY SEWER	5,301,421	509,272	2,965,603	(2,335,818)	44.06%	3,477,018
36460	OUTSIDE HAULING	410,000	-	91,636	(318,364)	77.64%	172,078
Total Revenue		9,961,222	774,630	3,426,314	(6,534,908)	-66%	3,794,973

EXPENSE

40121	OFFICE SUPPLIES	6,000	1,308	3,489	2,511	41.84%	1,197
40122	POSTAGE & PRINTING	-	174	673	(673)	(100.00)%	1,637
40140	BANK FEES	-	-	70	(70)	(100.00)%	159
40931	UTILITIES	-	1,511	8,689	(8,689)	(100.00)%	4,348
40940	SERVICE CONTRACTS	11,880	701	1,707	10,173	85.63%	3,076
42007	PROFESSIONAL FEES	80,000	274	28,552	51,448	64.31%	68,021
42010	UNIFORMS	9,000	-	3,170	5,830	64.77%	3,818
42913	SAL EXPENSE-WW	1,114,621	86,290	513,647	600,974	53.91%	506,484
42922	LAB SUPPLIES	50,000	2,552	16,072	33,928	67.85%	17,402
42925	SANITARY SEWER	75,000	7,556	23,481	51,519	68.69%	-
42933	SLUDGE REMOVAL	960,000	74,004	356,124	603,876	62.90%	482,582
43013	CAPITAL EXPENSE	4,915,954	57,126	276,483	4,639,471	94.37%	325,292
43031	FUEL EXPENSE	10,000	287	3,266	6,734	67.34%	4,897
43825	SALA EXP-OT	32,000	426	5,737	26,263	82.07%	16,704
44573	TRF TO GF	600,000	-	600,000	-	0.00%	-
44579	TRF TO FIRE	22,000	-	-	22,000	100.00%	-
44891	TRF TO NU	80,108	-	-	80,108	100.00%	-
45689	Utilities	343,518	71,099	195,728	147,790	43.02%	50,076
45691	Utilities- Pump Stations	22,866	327	498	22,368	97.82%	4,802
45702	EQUIP - PUMPING	30,000	378	14,467	15,533	51.77%	-
45705	Heating Oil	35,000	4,476	35,371	(371)	(1.05)%	37,091
45708	GRIT REMOVAL	12,000	1,600	8,044	3,956	32.96%	5,414
45724	Pump Station Repairs	8,000	135	135	7,865	98.31%	(162)
45728	ALM SULFATE	270,000	27,794	79,316	190,684	70.62%	76,053
45730	CHLORINE	13,000	867	4,434	8,566	65.89%	5,012
45736	LIQUID BIO	2,000	-	1,419	581	29.03%	691
45738	Equipment	70,000	2,570	35,331	34,669	49.52%	35,737
45740	POLYMER	25,000	-	4,744	20,256	81.02%	7,283
45744	SODA ASH	70,000	12,410	37,439	32,562	46.51%	25,551
45748	SODIUM BI	6,000	-	-	6,000	100.00%	-
45750	SULPHUR DI	6,000	-	1,250	4,750	79.16%	1,908
45751	STATE APP FEES	13,000	-	7,721	5,279	40.60%	7,639
45774	TRAINING/DUES	10,000	800	3,017	6,983	69.82%	655
45778	Lab Professional Fees	32,000	2,878	13,407	18,593	58.10%	9,659
45794	Aqua Sewer Billing	132,000	-	-	132,000	100.00%	73,729
45822	Plant Repairs	120,000	18,831	49,664	70,336	58.61%	26,851
45826	Generator Maint	7,000	-	-	7,000	100.00%	(2,105)
45828	HVAC Maint	13,000	-	-	13,000	100.00%	-
45830	INSTRUMENTATION	5,000	853	2,023	2,978	59.55%	2,475
47115	EMERGENCY	30,000	-	-	30,000	100.00%	7,071
48600	INS EXPENSE-W/C/UNEMP	161,352	17,260	78,063	83,289	51.61%	34,938
48610	INSURANCE EXP	39,797	371	51,226	(11,429)	(28.71)%	41,415
48700	INSURANCE EXP- MEDICAL	406,034	24,291	226,674	179,360	44.17%	193,104
48715	PENSION EXP-DEF CONTB	24,376	1,780	11,324	13,052	53.54%	10,795
48720	FICA EXPENSE	87,716	6,634	39,733	47,983	55.13%	39,836
Total Expense		9,961,222	427,562	2,742,186	7,219,036	72%	2,131,134
NI/(NL)			347,067	684,128			

June Budget to Actual Report-DRAFT

09 - PARKING
REVENUE

Account Code	Account Title	Total Budget -	Current Period	YTD Actual	Total Budget Variance -	Percent Total Budget Remaining -	Prior Year Actual
		Original	Actual		Original	Original	
30000	CASH RESERVE	547,895	-	-	(547,895)	100.00%	-
33103	PARKING TICKET REVENUE	1,161,456	111,086	690,643	(470,813)	40.53%	668,590
33104	DISTRICT COURT VIOLATIONS	146,000	-	63,833	(82,167)	56.27%	71,579
33110	DISTRICT COURT-CONSTABLE	50,000	-	18,159	(31,841)	63.68%	22,872
34100	INTEREST INCOME	50,000	4,000	13,383	(36,617)	73.23%	20,660
36321	PARKING METER REVENUE	1,950,000	194,430	1,008,313	(941,687)	48.29%	953,082
36322	PARKING PERMIT/LOT REVENUE	145,000	2,464	11,187	(133,813)	92.28%	47,710
36323	PARKING GARAGE REVENUE	2,500,000	197,475	1,107,370	(1,392,630)	55.70%	717,171
36326	PARKING GARAGE LEASED SPACE	90,530	3,570	53,094	(37,436)	41.35%	52,575
36736	SOLAR/EV REVENUE	8,500	-	6,621	(1,879)	22.11%	-
Total Revenue		6,649,381	513,024	2,972,604	(3,676,777)	-55%	2,554,239

June Budget to Actual Report-DRAFT

Account Code EXPENSE	Account Title	Total Budget -	Current Period	YTD Actual	Total Budget Variance -	Percent Total Budget Remaining -	Prior Year Actual
		Original	Actual		Original	Original	
40121	OFFICE SUPPLIES	6,000	-	6,275	(275)	(4.59)%	798
40122	POSTAGE & PRINTING	14,000	4,075	14,399	(399)	(2.84)%	7,441
40124	LEASE PAYMENTS	9,558	797	7,979	1,579	16.51%	8,580
40133	ADMIN EXPENSE	3,000	-	300	2,700	90.00%	1,036
40140	BANK FEES	250,000	35,268	29,366	220,634	88.25%	78,314
40430	LEGAL FEES-EMPLOYMT	20,000	-	10	19,991	99.95%	-
40616	CONSTABLE FEES	50,000	5,500	24,613	25,388	50.77%	33,358
40931	UTILITIES	75,231	7,259	19,549	55,682	74.01%	22,347
40940	SERVICE CONTRACTS	-	-	-	-	0.00%	210
41313	SALARY EXPENSE-PARKING	690,730	43,512	280,326	410,404	59.41%	287,098
42007	PROFESSIONAL FEES	40,000	-	3,720	36,280	90.70%	517
42010	UNIFORMS	4,000	590	2,228	1,772	44.30%	2,320
43013	CAPITAL EXPENSE	1,012,896	28,804	176,304	836,592	82.59%	145,821
43031	FUEL EXPENSE	2,000	163	857	1,143	57.15%	801
43825	SALA EXP-OT	30,000	1,811	8,497	21,503	71.67%	15,561
43832	EV CHARGING EXP	4,000	-	2,480	1,520	38.00%	-
44518	WC BUS IMP DIST ALLOC	100,000	100,000	100,000	-	0.00%	-
44521	ENFORCEMENT SOFTWARE	42,000	1,521	16,900	25,100	59.76%	25,723
44525	PARKING METER MAINT	20,000	283	2,609	17,391	86.95%	8,241
44545	PARKING GARAGE MAINT	145,000	19,737	100,853	44,147	30.44%	57,965
44549	PARKING GARAGE MGMT	536,000	-	-	536,000	100.00%	-
44573	TRF TO GF	2,132,100	177,675	1,066,050	1,066,050	100.00%	-
44891	TRF TO NU	68,664	-	-	68,664	100.00%	-
44922	ARMORED CAR SERVICE	6,000	676	4,056	1,944	32.40%	3,744
45758	PARKING METER SOFTWARE	138,000	33,110	104,773	33,227	24.07%	58,156
45760	OFF SITE STORAGE	275	-	1,267	(992)	(360.54)%	176
45774	TRAINING/DUES	18,000	-	89	17,911	99.50%	-
45832	EVENT POSTING - PARKING DEPT	-	-	-	-	0.00%	-
47140	PRIN PAYMENTS	525,000	-	-	525,000	100.00%	-
47291	INT EXP- 2012C FT	21,123	-	11,061	10,062	47.63%	11,461
47296	INT EXP- 2016 2010 REFUND	339,108	-	169,554	169,554	50.00%	173,654
47299	Interest Exp 2013 Bicentennial	20,906	-	10,453	10,453	49.99%	13,491
48600	INS EXPENSE-W/C/UNEMP	22,755	5,841	14,977	7,778	34.18%	12,788
48610	INSURANCE EXP	74,324	-	64,587	9,737	13.10%	35,709
48700	INSURANCE EXP- MEDICAL	159,691	12,845	105,768	53,923	33.76%	118,739
48715	PENSION EXP-DEF CONTB	13,884	739	5,732	8,152	58.71%	7,035
48720	FICA EXPENSE	55,136	3,467	22,095	33,041	63.57%	21,475
Total Expense		6,649,381	483,674	2,377,728	4,271,653	64%	1,152,560
NI/(NL)			29,350	594,876			

June Budget to Actual Report-DRAFT

15 - HIGHWAY AID
REVENUE

Account Code	Account Title	Total Budget -	Current Period		Total Budget Variance -	Percent Total Budget Remaining -	
		Original	Actual	YTD Actual	Original	Original	Prior Year Actual
34100	INTEREST INCOME	2,500	21	73	(2,427)	97.09%	54
36735	LIQUID FUELS REVENUE	419,499	-	428,077	8,578	(2.04)%	427,930
	Total Revenue	421,999	21	428,150	6,151	1%	427,985

EXPENSE

40140	BANK FEES	-	23	(3,233)	3,233	(100.00)%	139
40931	UTILITIES	-	1,048	2,847	(2,847)	(100.00)%	-
43200	WINTER MAINTENANCE	50,000	-	2,263	47,737	95.47%	44,832
43331	TRAFFIC LIGHT MAINT	46,300	9,192	52,717	(6,417)	(13.86)%	14,429
43333	TRAFFIC CONTROL	10,000	646	5,451	4,549	45.48%	10,138
43800	ALLEYS	15,699	-	-	15,699	100.00%	(2,901)
49515	ROAD PAVING PROJECT	300,000	-	-	300,000	100.00%	5,802
	Total Expense	421,999	10,909	60,045	361,954	86%	72,439

NI/(NL)

(10,888) 368,105

June Budget to Actual Report-DRAFT

16 - STREAM
REVENUE

Account Code	Account Title	Total Budget -	Current Period		Total Budget Variance -	Percent Total Budget Remaining -		Prior Year Actual
		Original	Actual	YTD Actual	Original	Original		
30000	CASH RESERVE	346,000	-	-	(346,000)	100.00%	-	-
34100	INTEREST INCOME	25,000	4,167	21,718	(3,282)	13.12%	16,838	16,838
35500	GRANT REVENUE	750,000	-	-	(750,000)	100.00%	-	-
38015	STREAM PROT REVENUE	1,100,000	74,355	1,169,112	69,112	(6.28)%	1,118,020	1,118,020
39205	TRF FROM FIRE FUND	60,695	-	-	(60,695)	100.00%	-	-
	Total Revenue	2,281,695	78,522	1,190,830	(1,090,865)	-48%	1,134,858	1,134,858

EXPENSE

40122	POSTAGE & PRINTING	-	4,260	17,524	(17,524)	(100.00)%	16,505	16,505
40133	ADMIN EXPENSE	38,000	-	2,500	35,500	93.42%	-	-
40140	BANK FEES	-	-	420	(420)	(100.00)%	305	305
40410	LEGAL FEES	75,000	9,397	11,819	63,181	84.24%	17,143	17,143
42007	PROFESSIONAL FEES	95,500	10,430	26,232	69,268	72.53%	22,294	22,294
43013	CAPITAL EXPENSE	1,561,000	246,157	438,697	1,122,303	71.89%	173,633	173,633
43620	STORMWATER	244,563	6,686	203,289	41,274	16.87%	4,739	4,739
44573	TRF TO GF	242,632	-	242,632	-	100.00%	-	-
45540	TREES	25,000	-	25,000	-	0.00%	17,504	17,504
	Total Expense	2,281,695	276,930	968,113	1,313,582	58%	252,123	252,123
	NI/(NL)		(198,408)	222,717				

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
10015 - CASH-TRUIST HIGHWAY AID			
2350	GOSHEN SIGN PRODUCTS	6/4/2025	30.00
2351	PECO acct 5483214000	6/4/2025	538.18
2352	SIGNAL SERVICE, INC.	6/4/2025	4,289.00
2353	NATIONAL HIGHWAY PRODUCTS, INC	6/12/2025	267.62
2354	PECO acct 5483214000	6/12/2025	510.04
2355	SPRING CITY ELECTRICAL	6/12/2025	3,514.00
Total 10015 - CASH-TRUIST HIGHWAY AID			<u>9,148.84</u>

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
10037 - CASH- SANTANDER BANK GF			
016935	Jose Zavaleta	6/4/2025	221.44
016936	LOLA BURKENSTOCK	6/4/2025	472.50
016937	ACE HARDWARE OF WEST CHESTER	6/4/2025	228.95
016938	ALL SEASONS LANDSCAPING CO INC	6/4/2025	28,333.00
016939	AUTOZONE, INC.	6/4/2025	173.93
016940	ANDREW BECKER	6/4/2025	616.26
016941	BLUES REINCARNATION PROJECT	6/4/2025	800.00
016942	BOYLES FLOOR & WINDOW DESIGNS	6/4/2025	268.00
016943	KELLY BURNS	6/4/2025	971.84
016944	CALIBER COLLISION	6/4/2025	4,654.54
016945	COMM OF PA - PA STATE POLICE	6/4/2025	5,520.30
016946	WILLIAM CUMMINGS	6/4/2025	1,000.00
016947	DAVIS CULLAN	6/4/2025	752.39
016948	DEAD FRIENDS - MIKE CAROTO	6/4/2025	1,000.00
016949	JONATHAN EADIE	6/4/2025	896.45
016950	E.M. KUTZ, INC.	6/4/2025	735.00
016951	GL SAYRE INC - CONSHOHOCKEN	6/4/2025	282.42
016952	GOOD FELLOWSHIP CLUB OF CC	6/4/2025	86,763.21
016953	JOE KENNEY BAND	6/4/2025	800.00
016954	Justin McClure WCFD Reporting	6/4/2025	941.55
016955	KEITH KUROWSKI -WC PARKS & REC	6/4/2025	250.00
016956	LULU SHRINE CLOWNS	6/4/2025	725.00
016957	DAVE MARCH	6/4/2025	898.42
016958	HANNA MCCARTHY	6/4/2025	543.48
016959	DALE MCCLURE	6/4/2025	1,000.00
016960	MARK MCLAIN JR	6/4/2025	100.00
016961	SCHNEPS PHILLY LLC	6/4/2025	750.00
016962	SEAN MITCHELL	6/4/2025	845.14
016963	PA STATE ASSOC OF BOROUGHES	6/4/2025	75.00
016964	PARTY MAN RENTALS	6/4/2025	2,986.00

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
016965	SANCO SOUND & LIGHT	6/4/2025	3,200.00
016966	SHERWIN-WILLIAMS CO	6/4/2025	190.35
016967	STEVEN BUCHHOLZ TOOLS INC	6/4/2025	249.99
016968	STONE THROWERS	6/4/2025	1,200.00
016969	THREE TWENTY-FOUR, LLC	6/4/2025	576.00
016970	UNTETHERED - PAUL GLESS	6/4/2025	1,250.00
016971	WATCHKEEP	6/4/2025	17,950.26
016972	PAUL WIDMAYER	6/4/2025	615.39
016973	WILD BILL & THE BRUISERS	6/4/2025	1,000.00
016974	JOSHUA WILSON	6/4/2025	1,000.00
016975	WINDLES WATER WORKS INC	6/4/2025	80.00
016976	ATLANTIC HEAVY DUTY	6/6/2025	313,045.02
016977	CORDELIA BLUE - Luke Ferracone	6/9/2025	600.00
016978	Jose Zavaleta	6/12/2025	314.30
016979	ACE HARDWARE OF WEST CHESTER	6/12/2025	394.07
016980	CALIBER COLLISION	6/12/2025	6,450.69
016981	GL SAYRE INC - CONSHOHOCKEN	6/12/2025	255.66
016982	NJ E-ZPASS	6/12/2025	31.00
016983	PA TRNPK TOLL BY PLATE	6/12/2025	130.08
016984	PORTNOFF LAW ASSOCIATES LTD	6/12/2025	1,792.28
016985	VERIZON 842448578-00001	6/12/2025	410.68
016986	WEST CHESTER BID	6/12/2025	100,000.00
016987	WEST GOSHEN TOWNSHIP	6/12/2025	1,504.49
016988	ACE HARDWARE OF WEST CHESTER	6/16/2025	51.25
016989	HILL ARCHIVE	6/16/2025	366.54
016990	KNOX EQUIPMENT RENTALS INC.	6/16/2025	295.02
016991	MUNICIPAL EMERGENCY SVCS (MES)	6/16/2025	29,968.75
016993	RBC Wealth Management	6/18/2025	250,000.00
016994	JAMIE WEISS	6/18/2025	1,951.42
ACH 061225-01	10-8 EMERGENCY VEHICLE SERVICE	6/13/2025	863.25
ACH 061225-02	21st CENTURY MEDIA	6/13/2025	660.28

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
ACH 061225-03	ALL EVENT PARTY RENTAL	6/13/2025	1,203.45
ACH 061225-04	ALSO ENERGY	6/13/2025	331.78
ACH 061225-05	FISHER AUTO PARTS	6/13/2025	20.60
ACH 061225-06	BRANDYWINE URBAN FOREST	6/13/2025	1,490.00
ACH 061225-07	BUCKLEY,BRION,MCGUIRE,MORRIS	6/13/2025	2,266.00
ACH 061225-08	CALLTOWER, INC	6/13/2025	5,604.87
ACH 061225-09	CC PUBLIC SAFETY TRAINING CAMP	6/13/2025	200.00
ACH 061225-10	CDA PRINTING	6/13/2025	2,963.00
ACH 061225-11	COMMUNICATIONS DEPLOYMENT	6/13/2025	1,347.28
ACH 061225-12	CDW GOVERNMENT INC	6/13/2025	7,704.82
ACH 061225-13	CHESTER COUNTY SOLID WASTE AUT	6/13/2025	10,086.52
ACH 061225-14	COLLIFLOWER, INC	6/13/2025	788.98
ACH 061225-15	D&D AUTOWORKS	6/13/2025	224.95
ACH 061225-16	DSC SOLUTIONS LLC	6/13/2025	3,995.00
ACH 061225-17	EHRlich 1350575	6/13/2025	197.22
ACH 061225-18	EHRlich 1359462	6/13/2025	322.26
ACH 061225-19	ESRI Environ Systems Res Inst	6/13/2025	161.10
ACH 061225-20	GENERAL CODE, LLC	6/13/2025	1,737.00
ACH 061225-21	GOSHEN SIGN PRODUCTS	6/13/2025	90.00
ACH 061225-22	GOSHEN SIGN PRODUCTS	6/13/2025	750.00
ACH 061225-23	GRAINGER acct 851582056	6/13/2025	63.81
ACH 061225-24	HORGAN TREE EXPERTS	6/13/2025	1,600.00
ACH 061225-25	HOUGH ASSOCIATES LLC	6/13/2025	16,806.51
ACH 061225-26	INTERSTATE BATTERIES	6/13/2025	1,672.50
ACH 061225-27	JMR ENGINEERING, LLC	6/13/2025	95.00
ACH 061225-28	LENNI ELECTRIC CORPORATION	6/13/2025	1,762.81
ACH 061225-29	LENNI ELECTRIC CORPORATION	6/13/2025	1,871.80
ACH 061225-30	LENNI ELECTRIC CORPORATION	6/13/2025	360.00
ACH 061225-31	LENNI ELECTRIC CORPORATION	6/13/2025	584.06
ACH 061225-32	LENNI ELECTRIC CORPORATION	6/13/2025	366.00
ACH 061225-33	LENNI ELECTRIC CORPORATION	6/13/2025	5,099.74

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
ACH 061225-34	MATHERS PRODUCTIONS LLC	6/13/2025	4,530.00
ACH 061225-35	NEW ENTERPRISE STONE & LIME CO	6/13/2025	1,200.00
ACH 061225-36	NEW HOLLAND AUTO GROUP	6/13/2025	913.08
ACH 061225-37	OBERMAYER REBMANN MAXWELL	6/13/2025	17,046.00
ACH 061225-38	OFFICE BASICS, INC.	6/13/2025	373.44
ACH 061225-40	PENNONI ASSOCIATES, INC.	6/13/2025	5,770.50
ACH 061225-41	PEOPLESARE LLC	6/13/2025	2,098.63
ACH 061225-42	POWERDMS, INC	6/13/2025	7,637.53
ACH 061225-43	REMINGTON & VERNICK ENGINEERS	6/13/2025	10,490.50
ACH 061225-44	ROBERT E. LITTLE INC	6/13/2025	34.95
ACH 061225-45	SAM BROWN'S WHOLESALE NURSERY	6/13/2025	330.00
ACH 061225-46	STRYKER SALES, LLC	6/13/2025	7,855.91
ACH 061225-47	SERVICE TIRE TRUCK CENTER, INC	6/13/2025	3,283.42
ACH 061225-49	TRAFFIC SAFETY STORE	6/13/2025	600.00
ACH 061225-50	USA BLUE BOOK	6/13/2025	554.36
ACH 061225-51	WB MASON C3107820	6/13/2025	1,309.37
ACH 061225-52	WEST CHESTER OUTDOOR ADVERT	6/13/2025	800.00
ACH 061225-53	WEAVER'S STORE INC	6/13/2025	224.90
ACH 061225-54	Hajoca Corporation	6/13/2025	113.36
ACH 061225-55	WETZEL GAGLIARDI FETTER LAVIN	6/13/2025	9,186.00
ACH 061225-56	WM P MCGOVERN, INC.	6/13/2025	760.00
ACH 061225-57	YALE ELECTRIC SUPPLY CO	6/13/2025	334.40
ACH 061225-58	YERKES ASSOCIATES, INC.	6/13/2025	9,146.25
ACH 062025-00	MAILLIE. LLP	6/20/2025	18,000.00
ACH 062025-01	21st CENTURY MEDIA	6/20/2025	425.00
ACH 062025-02	ANDREW'S LAWN & LANDSCAPING	6/20/2025	13,520.00
ACH 062025-03	BATTAVIO HEATING COOLING	6/20/2025	155.00
ACH 062025-04	BEARINGS, BELTS & CHAIN, INC.	6/20/2025	31.80
ACH 062025-05	FISHER AUTO PARTS	6/20/2025	64.62
ACH 062025-06	BEST LINE EQUIPMENT	6/20/2025	151.77
ACH 062025-07	BFI King of Prussia - 4586	6/20/2025	5,199.99

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
ACH 062025-08	BRANDYWINE VALLEY SPCA	6/20/2025	1,315.60
ACH 062025-09	BRANDYWINE URBAN FOREST	6/20/2025	1,392.50
ACH 062025-10	BUREAU VERITAS NORTH AMERICA	6/20/2025	2,411.50
ACH 062025-11	CDW GOVERNMENT INC	6/20/2025	432.28
ACH 062025-12	CHESTER COUNTY SOLID WASTE AUT	6/20/2025	9,420.63
ACH 062025-13	D&D AUTOWORKS	6/20/2025	159.90
ACH 062025-14	EHRlich 1381139	6/20/2025	182.66
ACH 062025-15	GRAINGER acct 851582056	6/20/2025	1,627.71
ACH 062025-16	HORGAN TREE EXPERTS	6/20/2025	4,295.00
ACH 062025-17	IDI DATA	6/20/2025	75.00
ACH 062025-18	INTERSTATE BATTERIES	6/20/2025	659.80
ACH 062025-19	LANGUAGE LINE SERVICES INC	6/20/2025	75.51
ACH 062025-20	MARKET STREET PRINT	6/20/2025	1,014.71
ACH 062025-21	MCCARTHY TIRE SERVICE	6/20/2025	2,050.74
ACH 062025-22	CRESTLINE SOFTWARE, LLC	6/20/2025	137.71
ACH 062025-23	NEW HOLLAND AUTO GROUP	6/20/2025	358.59
ACH 062025-24	O'ROURKE & SONS INC.	6/20/2025	460.00
ACH 062025-25	OCCUPATIONAL HEALTH CENTER	6/20/2025	802.05
ACH 062025-26	PENNONI ASSOCIATES, INC.	6/20/2025	711.50
ACH 062025-27	PEOPleshare LLC	6/20/2025	2,926.81
ACH 062025-28	REMIngton & VERNICK ENGINEERS	6/20/2025	4,870.00
ACH 062025-29	ROBERT E. LITTLE INC	6/20/2025	49.98
ACH 062025-30	SIGNAL SERVICE, INC.	6/20/2025	4,746.40
ACH 062025-31	SERVICE TIRE TRUCK CENTER, INC	6/20/2025	1,498.99
ACH 062025-32	THOMAS COMITTA ASSOCIATES	6/20/2025	4,982.10
ACH 062025-33	T M FITZGERALD & ASSOCIATES	6/20/2025	4,494.00
ACH 062025-34	US MUNICIPAL SUPPLY - KOP	6/20/2025	1,009.43
ACH 062025-35	Hajoca Corporation	6/20/2025	224.39
ACH 062025-36	WM P MCGOVERN, INC.	6/20/2025	100.00
AUTO 060325-01	AMERICAN UNITED LIFE INS CO	6/3/2025	6,410.53
AUTO 060325-02	HOME DEPOT CREDIT SERVICES	6/3/2025	145.69

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
AUTO 060325-03	ROTHWELL DOCUMENT SOLUTIONS	6/3/2025	1,316.97
AUTO 060325-04	SPECTROTEL	6/3/2025	92.33
AUTO 060325-05	TIREHUB LLC	6/3/2025	506.24
AUTO 060325-06	VERIZON 550-028-687-0001-46	6/3/2025	38.56
AUTO 060325-07	VERIZON CONNECT #100000100806	6/3/2025	567.00
AUTO 060325-10	WXPB-FM RADIO	6/3/2025	3,000.00
AUTO 062025-01	AMERICAN UNITED LIFE INS CO	6/20/2025	6,636.96
AUTO 062025-02	AMERICAN UNITED LIFE INS CO	6/20/2025	6,357.73
AUTO 062025-03	CINTAS (19892321 POLICE)	6/20/2025	178.55
AUTO 062025-04	CINTAS (21395723 PUBLIC WORKS)	6/20/2025	800.92
AUTO 062025-05	NEW HORIZON COMMUNICATIONS	6/20/2025	1,392.23
AUTO 062025-06	PA DEPT OF LABOR & INDUSTRY	6/20/2025	7,558.00
AUTO 062025-07	PERFECT SELF STORAGE	6/20/2025	301.00
AUTO 062025-08	PITNEY BOWES - PURCHASE POWER	6/20/2025	1,696.47
AUTO 062025-09	T-MOBILE USA - acct 973101227	6/20/2025	2,482.90
AUTO 062025-10	TIREHUB LLC	6/20/2025	500.28
Total 10037 - CASH- SANTANDER BANK GF			1,166,377.28

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
10038 - CASH-SANTANDER BANK SEWER			
12239	Tom Kelly	6/4/2025	26.25
12240	ACE HARDWARE OF WEST CHESTER	6/4/2025	300.83
12241	DESIGN PLASTIC SYSTEMS, INC.	6/4/2025	5,964.00
12242	WINDLES WATER WORKS INC	6/4/2025	128.00
12243	Tom Kelly	6/12/2025	593.23
12244	ACE HARDWARE OF WEST CHESTER	6/12/2025	1.89
12245	ENVIRONMENTAL SVC & EQUIP CO	6/12/2025	476.44
12246	PATRICIA JEFFERIS	6/12/2025	43.40
12247	POTTER AND PARSONS	6/12/2025	7,317.00
12248	ACE HARDWARE OF WEST CHESTER	6/16/2025	21.57
12249	EAGLE POWER KUBOTA	6/16/2025	48.66
ACH 061225-60	ATC GROUP SERVICES LLC (ATLAS)	6/13/2025	75,151.15
ACH 061225-61	CALLTOWER, INC	6/13/2025	207.54
ACH 061225-62	COMMUNICATIONS DEPLOYMENT	6/13/2025	261.16
ACH 061225-63	CES - CITY ELECTRIC SUPPLY	6/13/2025	594.77
ACH 061225-64	CHARLES BLOSENSKI DISPOSAL CO.	6/13/2025	300.00
ACH 061225-65	CHESTER COUNTY SOLID WASTE AUT	6/13/2025	921.40
ACH 061225-66	COLLIFLOWER, INC	6/13/2025	254.58
ACH 061225-67	EUROFINS ENVIRONMENT TESTING	6/13/2025	1,470.50
ACH 061225-68	GRAINGER acct 851582031	6/13/2025	736.04
ACH 061225-69	GRAINGER acct 820017598	6/13/2025	85.42
ACH 061225-70	HACH COMPANY	6/13/2025	1,056.11
ACH 061225-71	INTERSTATE BATTERIES	6/13/2025	149.95
ACH 061225-72	KEEN COMPRESSED GAS CO. INC.	6/13/2025	799.38
ACH 061225-73	KELLY INDUSTRIAL SUPPLY	6/13/2025	247.98
ACH 061225-74	MARYLAND BIOCHEMICAL COMPANY	6/13/2025	946.11
ACH 061225-75	MCCROMETER INC.	6/13/2025	7,556.13
ACH 061225-76	MCGOVERN ENVIRONMENT LLC	6/13/2025	69,115.17
ACH 061225-77	OFFICE BASICS, INC.	6/13/2025	93.25
ACH 061225-78	PAONE ELECTRIC LLC	6/13/2025	1,482.50

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
ACH 061225-79	PENDERGAST SAFETY EQUIPMENT	6/13/2025	219.90
ACH 061225-80	PENNONI ASSOCIATES, INC.	6/13/2025	49,480.90
ACH 061225-81	PIPE XPRESS INC	6/13/2025	56.14
ACH 061225-82	REIT LUBRICANTS CO	6/13/2025	327.50
ACH 061225-83	UNIVAR SOLUTIONS USA INC.	6/13/2025	13,854.56
ACH 061225-84	USA BLUE BOOK	6/13/2025	2,784.96
ACH 061225-85	USALCO	6/13/2025	13,894.65
ACH 061225-86	Hajoca Corporation	6/13/2025	1,933.33
ACH 061225-87	WILSON OF WALLINGFORD INC	6/13/2025	4,475.86
ACH 062025-40	BATTAVIO HEATING COOLING	6/20/2025	135.00
ACH 062025-41	EHRlich 1350622	6/20/2025	701.21
ACH 062025-42	ENVIRONMENTAL RESOURCE ASSOC	6/20/2025	350.24
ACH 062025-43	KEEN COMPRESSED GAS CO. INC.	6/20/2025	136.00
ACH 062025-44	KELLY INDUSTRIAL SUPPLY	6/20/2025	314.39
ACH 062025-45	MCGOVERN ENVIRONMENT LLC	6/20/2025	50,080.01
ACH 062025-46	MCMaster-CARR SUPPLY COMPANY	6/20/2025	567.90
ACH 062025-47	PENNONI ASSOCIATES, INC.	6/20/2025	4,515.25
ACH 062025-48	PHONEAMERICA CORP	6/20/2025	940.00
ACH 062025-49	USA BLUE BOOK	6/20/2025	129.66
ACH 062025-50	YALE ELECTRIC SUPPLY CO	6/20/2025	152.16
AUTO 060325-15	AMERICAN UNITED LIFE INS CO	6/3/2025	767.29
AUTO 060325-16	ROTHWELL DOCUMENT SOLUTIONS	6/3/2025	174.15
AUTO 062025-15	AMERICAN UNITED LIFE INS CO	6/20/2025	939.86
AUTO 062025-16	AMERICAN UNITED LIFE INS CO	6/20/2025	767.29
AUTO 062025-17	NEW HORIZON COMMUNICATIONS	6/20/2025	946.85
AUTO 062025-18	T-MOBILE USA - acct 973101227	6/20/2025	330.66
Total 10038 - CASH-SANTANDER BANK SEWER			325,326.13

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
10039 - CASH-SANTANDER PARKING TICKET			
8891	ACE HARDWARE OF WEST CHESTER	6/4/2025	28.80
8892	WALT DEWITT	6/4/2025	170.72
8893	WEST CHESTER BID	6/12/2025	2,265.57
ACH 061225-100	KENCOR, LLC	6/13/2025	1,388.20
ACH 061225-101	GLENN MARKLEY	6/13/2025	1,100.00
ACH 061225-102	OTIS ELEVATOR CO	6/13/2025	6,889.38
ACH 061225-103	PAONE ELECTRIC LLC	6/13/2025	4,840.00
ACH 061225-104	T2 SYSTEMS, INC.	6/13/2025	1,800.23
ACH 061225-90	GARY ARNOLD	6/13/2025	522.50
ACH 061225-91	BUTTS TICKET COMPANY	6/13/2025	38,595.05
ACH 061225-92	CALLTOWER, INC	6/13/2025	345.90
ACH 061225-93	COMMUNICATIONS DEPLOYMENT	6/13/2025	1,922.53
ACH 061225-94	DAVE COX JR	6/13/2025	467.50
ACH 061225-95	STEVE FORCE	6/13/2025	1,567.50
ACH 061225-96	GOSHEN SIGN PRODUCTS	6/13/2025	2,479.00
ACH 061225-97	LESLIE HENRY	6/13/2025	880.00
ACH 061225-98	IPS GROUP, INC	6/13/2025	9,377.88
ACH 061225-99	JOHNSON CONTROLS FIRE PROT LP	6/13/2025	1,281.90
ACH 062025-55	GARY ARNOLD	6/20/2025	495.00
ACH 062025-56	BUTTS TICKET COMPANY	6/20/2025	16,872.55
ACH 062025-57	Eastern Armored Services, Inc.	6/20/2025	676.00
ACH 062025-58	STEVE FORCE	6/20/2025	1,072.50
ACH 062025-59	LESLIE HENRY	6/20/2025	385.00
ACH 062025-60	IPS GROUP, INC	6/20/2025	4,479.66
ACH 062025-61	MARKET STREET PRINT	6/20/2025	6,110.56
ACH 062025-62	T2 SYSTEMS, INC.	6/20/2025	1,520.68
AUTO 060325-20	AMERICAN UNITED LIFE INS CO	6/3/2025	345.80
AUTO 060325-21	REPUBLIC SERVICES #319	6/3/2025	3,193.25
AUTO 060325-22	ROTHWELL DOCUMENT SOLUTIONS	6/3/2025	145.12
AUTO 062025-25	AMERICAN UNITED LIFE INS CO	6/20/2025	345.80

June Budget to Actual Report-DRAFT

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
AUTO 062025-26	AMERICAN UNITED LIFE INS CO	6/20/2025	315.60
AUTO 062025-27	CINTAS (21452567 PARKING)	6/20/2025	190.43
AUTO 062025-28	NEW HORIZON COMMUNICATIONS	6/20/2025	1,155.83
AUTO 062025-29	T-MOBILE USA - acct 973101227	6/20/2025	55.11
Total 10039 - CASH-SANTANDER PARKING TICKET			<u>113,226.44</u>

Borough of West Chester
Check Register
6/30/2025

Check Number	Vendor Name	Effective Date	Check Amount
10041 - CASH-SANTANDER BANK SPF			
7276	ALL SEASONS LANDSCAPING CO INC	6/4/2025	25,000.00
7277	CRESTLINE SOFTWARE, LLC	6/4/2025	4,260.00
7278	PENNONI ASSOCIATES, INC.	6/4/2025	480.00
7279	REMINGTON & VERNICK ENGINEERS	6/4/2025	7,175.00
7280	PORTNOFF LAW ASSOCIATES LTD	6/16/2025	9,397.36
7281	REMINGTON & VERNICK ENGINEERS	6/16/2025	3,255.00
Total 10041 - CASH-SANTANDER BANK SPF			<u>49,567.36</u>

**Borough of West Chester
Check Register
6/30/2025**

Check Number	Vendor Name	Effective Date	Check Amount
10045 - CASH-SANTANDER BANK FIRE FUND			
ACH 061225-120	GLICK FIRE EQUIPMENT CO.,INC.	6/13/2025	5,676.51
ACH 061225-121	METROPOLITAN COMMUNICATIONS	6/13/2025	355.00
ACH 061225-122	MUNICIPAL EMERGENCY SVCS (MES)	6/13/2025	631.25
ACH 061225-123	SERVICE TIRE TRUCK CENTER, INC	6/13/2025	4,806.66
ACH 061225-124	TONY'S EMERGENCY SERVICES	6/13/2025	270.00
ACH 062025-65	SERVICE TIRE TRUCK CENTER, INC	6/20/2025	191.65
AUTO 060325-25	AT&T MOBILITY #287321500167	6/3/2025	150.92
AUTO 062025-35	AT&T MOBILITY #287321500167	6/20/2025	150.92
AUTO 062025-36	NEW HORIZON COMMUNICATIONS	6/20/2025	66.97
AUTO 062025-37	T-MOBILE USA - acct 973101227	6/20/2025	55.11
Total 10045 - CASH-SANTANDER BANK FIRE FUND			12,354.99

AGENDA

Finance & Revenue Committee of Borough Council

Date: Wednesday, June 11th, 2025 @ 5:30 PM

Committee Members: Brian McGinnis, Chair
Nicole Scimone
Bryan Travis

Staff: Barbara Lioni, Director of Finance & Revenue
Sean Metrick, Borough Manager

- I. Call to order
- II. Announcements
- III. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
(Please be advised that all public comments have a 5-minute time limit.)
- IV. Reports
 - A. Director's report on monthly financials (attachment)
- V. Old Business
 - A. Approve May 2025 meeting minutes (attachment)-**Approved 3-0**
 - B. Discuss 2025 Christmas Parade- **Approved support for the parade. Item will be moved to the Work Session agenda**
Issue: Discuss support and fees for the 2025 parade.
- VI. New Business
 - A. Motion to reallocate capital project budget expenses for Parks and Recreation 2025 – Horace Pippin Park and John O Green Park (attachment)-**Approved 3-0**
Issue: Costs are being adjusted due to pricing changes
 - B. Motion to approve purchasing requests (attachment): **Approved 3-0**
 - a. Eagle Point Gun for \$18,000.00
 - b. Marshall Square Park repairs for \$18,980.32
 - c. Adorama for \$21,136.35
 - d. Motorola for \$18,750.00
 - e. USALCO for \$12,835.20
 - f. T2 Systems for \$15,402.00
Issue: Review and recommend the approval of purchase orders exceeding \$10,000
- VII. Other business: **Ms. Scimone spoke about a grant-to-loan program that the admin team will design. A grant was obtained by the Borough a few years back that could be loaned out based on criteria within the grant documents. \$200,00 was loaned to Uptown for renovations and was paid back in 2023. This money is in the General Fund and can be used for additional loans.**

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



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

Reference (select one) [] Quote [] SOW [] SA State Contract

SHIP TO:

BOROUGH OF WEST CHESTER
ATTENTION:
401 EAST GAY STREET
WEST CHESTER, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

	Yes	No	Notes
Budget Approval			
Budget Available			
Support Complete			
Exempt Support			

Processing Initials _____



PROPOSAL AND SERVICE AGREEMENT

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

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

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

Scope of Work:

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

Project Details:

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

Inclusions:

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

Exclusions:

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



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

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

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

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

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

17. Other Services.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

F. Communication Facilities.

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

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

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

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

SOME LOCAL FIRE CODES, AND THAT IT IS CUSTOMER'S OBLIGATION TO COMPLY WITH SUCH STANDARDS AND CODES. CUSTOMER ALSO UNDERSTANDS THAT IF THE ALARM SYSTEM HAS A LINECUT FEATURE, IT MAY NOT BE ABLE TO DETECT IF A NONTRADITIONAL TELEPHONE SERVICE LINE IS CUT OR INTERRUPTED, AND THAT COMPANY MAY NOT BE ABLE TO PROVIDE CERTAIN AUXILIARY MONITORING SERVICES THROUGH A NON-TRADITIONAL TELEPHONE LINE OR SERVICE. CUSTOMER FURTHER UNDERSTANDS THAT THE ALARM PANEL MAY BE UNABLE TO SEIZE THE PHONE LINE TO TRANSMIT AN ALARM SIGNAL IF ANOTHER CONNECTION IS OFF THE HOOK DUE TO IMPROPER CONNECTION OR OTHERWISE.

G. Verification; Runner Service. Some jurisdictions may require alarm verification by telephone or on-site verification ("Runner Service") before dispatching emergency services. In the event that a requirement of alarm verification becomes effective after the date of this Agreement, such services may be available at an additional charge. Company shall not be held liable for any delay or failure of dispatch of emergency services arising from such verification. Where Runner Service is indicated, such services may be provided by a third party. COMPANY WILL NOT ARREST OR DETAIN ANY PERSON.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

Reference (select one) [] Quote [] SOW [] SA State Contract

Nexgen Automation, Inc.

4501 Chambers Hill Road
 Harrisburg PA 17111
 717.216.0000
 nexgenpa.com



COMFORT. EFFICIENCY. INNOVATION.

INVOICE

Invoice#: 25203
Work Order#: 3239
Invoice Date: 06/19/25
Due Date: 07/19/25
PO#: Signed Agreement

Bill To:

Borough of West Chester
 ATTENTION: FINANCE DEPARTMENT
 401 East Gay Street
 West Chester PA 19380

Location:

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

Description	Quantity	Price	Ext Price	Sales Tax
Annual Energy Management System Technical Service	1.00	\$30,284.00	\$30,284.00	N

Notes:

Term Year 3 of 3 - 6/1/2025 - 5/31/2026

For Services to be Provided at the following Location(s):

Municipal Building – 401 E Gay St
 Bicentennial Parking Garage – 20 S High St
 Public Works Dept Building – 205 Lacey St
 Public Library Building – 515 N Church St
 Goose Creek Plant - 351 Snyder Ave

We sincerely thank you for your business!

We appreciate your prompt payment.

Please do not hesitate to contact us with any questions or concerns.

Now accepting most major credit cards (3.5% service fee applies).

Non-Taxable Amount:	\$30,284.00
Taxable Amount:	\$0.00
Sales Tax:	\$0.00

Amount Due \$30,284.00

Nexgen Automation, Inc.

4501 Chambers Hill Road
Harrisburg PA 17111
717.216.0000
nexgenpa.com



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Description	Quantity	Price	Ext Price	Sales Tax
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Notes:

Term Year 3 of 3 - 6/1/2025 - 5/31/2026

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We appreciate your prompt payment.

*Please do not hesitate to contact us with any questions or concerns.
Now accepting most major credit cards (3.5% service fee applies).*

Non-Taxable Amount:	\$30,284.00
Taxable Amount:	\$0.00
Sales Tax:	\$0.00
Amount Due	\$30,284.00

CUSTOMIZED TECHNICAL SERVICE AGREEMENT

DATE SUBMITTED: April 20, 2023

PREPARED FOR:

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

PREPARED BY

Nexgen Automation, Inc.
4501 Chambers Hill Road
Harrisburg, PA 17111
717.216.0000 | nexgenpa.com

For Services to be Provided at the following Location(s):

Municipal Building – 401 E Gay St
Public Works Dept Building – 205 Lacey St
Goose Creek Plant - 351 Snyder Avenue

Bicentennial Parking Garage – 20 S High St
Public Library Building – 515 N Church St

Nexgen Automation agrees to provide technical consultation and services described according to the attached schedules:

General Conditions
Schedule of Equipment

Scope of Work
Energy Management Services

Service Dept Procedures
Mechanical Services

Terms and Conditions of Payment

TERM	Year 1	Year 2	Year 3
START DATE	6/1/23	6/1/24	6/1/25
EXPIRATION DATE	5/31/24	5/31/25	5/31/26
CONTRACT COST	\$28,545.00	\$29,402.00	\$30,284.00

After Year 1, this agreement shall automatically renew according to the schedule above unless either party gives the other written notice to the contrary at least 60 days prior to the end of a contract year. Should the scope or coverage of this agreement change, the client will be advised of any pricing adjustments or deviations from the above schedule at least 60 days in advance of the annual renewal date. **Please note that this agreement includes a 5% multi-year discount.**

Nexgen Automation is COSTARs-certified as Vendor #524477 under Contract #028-019 (Energy Management) and the contract has been priced according to these pre-negotiated guidelines summarized on Page 9 of this agreement. In addition to the annual contract amount, the customer is responsible for any applicable sales taxes or governmental charges regarding the service, maintenance, or technical consulting associated with the equipment covered by this agreement. Payment terms are **Annual in Advance, Net 30 days**.

This proposal, including the terms & conditions and attachments, constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by Nexgen Automation. This agreement supersedes all prior presentations and agreements not incorporated herein. This Proposal is valid through: **May 20, 2023.**

Signatures

Submitted for Nexgen:
By: Douglas W. Marks
Title: Principal
Signature: Douglas W. Marks
Date: 4/20/23

Accepted for Customer:
By: SEAN METZGER
Title: BURBANK MGR
Signature: [Signature]
Date: 5/18/23

Approved for Nexgen:
By: Douglas W. Marks
Title: Principal
Signature: _____
Date: 5/20/23

Customized Technical Service Agreement

Prepared by:

Nexgen Automation, Inc.
4501 Chambers Hill Road
Harrisburg, PA 17111
717.216.0000
nexgenpa.com

Prepared for:

Borough of West Chester
401 East Gay Street
West Chester, PA 19380
610.692.7574
west-chester.com



BOROUGH OF WEST CHESTER
CHESTER COUNTY PENNSYLVANIA

April 20, 2023

Executive Summary

Nexgen Automation is pleased to present the following proposal for technical service on the energy management system and mechanical systems in several Borough facilities. We have made a genuine effort to understand your current budget and operational challenges and we recognize the unique opportunity to provide a solution that complements your existing practices and procedures.

Through proactive consultation, optimization and updating of your existing energy management system, Nexgen will help:

- Reduce current utility costs.
- Reduce unplanned repairs and replacement of equipment.
- Increase reliability and performance of equipment.
- Proactively analyze system operation and tune parameters to increase performance.
- Maximize comfort for the students, instructors, and administrators.
- Educate maintenance staff to be more knowledgeable and self-reliant with the energy management system.

We look forward to nurturing a long-term relationship with you. We are keenly aware that you have many choices regarding business partners, and we promise to do our very best to earn your business!

Company Background

History

Nexgen Automation, Inc. is Central Pennsylvania's most trusted partner for energy management system and mechanical services solutions for the non-residential market. Our talented staff offers guidance and support based on more than 150 years of combined experience for efficient building operation while controlling temperature, humidity, indoor air quality, and other building systems found in today's commercial and industrial facilities. We help our clients operate their facilities comfortably, efficiently, and effectively by:

- Applying state-of-the-art building automation technology to gather and manage information and to make intelligent decisions regarding day-to-day and long-term building operation.
- Maximizing the value of a client's capital budget by assisting with planning and performing facilities renewal and mechanical system upgrade projects.
- Designing and implementing a customized technical consulting services aimed at keeping the building operating at peak performance.

Nexgen is uniquely positioned to use our energy management and mechanical service capabilities to help our clients achieve comfortable, energy efficient, sustainable building environments. Many of Central PA's top business and community leaders are already relying on Nexgen to provide sustainable solutions through greener alternatives to building operations management. We are dedicated to your success!

Mission Statement

Nexgen Automation will deliver the best value in designing, installing, and maintain a high-performance building environment by providing world-class technical services accurately, responsively, and dependably.

Services Provided

- Energy Management Systems and Consulting Services
- Mechanical System Service & Repair
- Automated Meter/Submeter Reading and Reporting
- Energy Reporting and Analysis
- Energy Benchmarking, Assessments, and Audits
- Lighting System Control and Retrofits

CUSTOMIZED TECHNICAL SERVICE AGREEMENT

DATE SUBMITTED: April 20, 2023

PREPARED FOR:

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

PREPARED BY

Nexgen Automation, Inc.
4501 Chambers Hill Road
Harrisburg, PA 17111
717.216.0000 | nexgenpa.com

For Services to be Provided at the following Location(s):

Municipal Building – 401 E Gay St
Public Works Dept Building – 205 Lacey St
Goose Creek Plant - 351 Snyder Avenue

Bicentennial Parking Garage – 20 S High St
Public Library Building – 515 N Church St

Nexgen Automation agrees to provide technical consultation and services described according to the attached schedules:

General Conditions	Scope of Work	Service Dept Procedures
Schedule of Equipment	Energy Management Services	Mechanical Services

Terms and Conditions of Payment

TERM	Year 1	Year 2	Year 3
START DATE	6/1/23	6/1/24	6/1/25
EXPIRATION DATE	5/31/24	5/31/25	5/31/26
CONTRACT COST	\$28,545.00	\$29,402.00	\$30,284.00

After Year 1, this agreement shall automatically renew according to the schedule above unless either party gives the other written notice to the contrary at least 60 days prior to the end of a contract year. Should the scope or coverage of this agreement change, the client will be advised of any pricing adjustments or deviations from the above schedule at least 60 days in advance of the annual renewal date. ***Please note that this agreement includes a 5% multi-year discount.***

Nexgen Automation is COSTARs-certified as Vendor #524477 under Contract #028-019 (Energy Management) and the contract has been priced according to these pre-negotiated guidelines summarized on Page 9 of this agreement. In addition to the annual contract amount, the customer is responsible for any applicable sales taxes or governmental charges regarding the service, maintenance, or technical consulting associated with the equipment covered by this agreement. Payment terms are **Annual in Advance, Net 30 days.**

This proposal, including the terms & conditions and attachments, constitutes the entire agreement and shall become a valid contract after customer acceptance and credit approval by Nexgen Automation. This agreement supersedes all prior presentations and agreements not incorporated herein. This Proposal is valid through: **May 20, 2023.**

Signatures

Submitted for Nexgen:	Accepted for Customer:	Approved for Nexgen:
By: <u>Douglas W. Marks</u>	By: <u>SEAN METZICK</u>	By: <u>Douglas W. Marks</u>
Title: <u>Principal</u>	Title: <u>Borough MGR</u>	Title: <u>Principal</u>
Signature: <u>Douglas W. Marks</u>	Signature: <u>[Signature]</u>	Signature: _____
Date: <u>4/20/23</u>	Date: <u>5/18/23</u>	Date: <u>5/20/23</u>

GENERAL CONDITIONS

1. This agreement applies only to equipment installed prior to the effective date of this agreement and as described in this agreement. Normal working hours (7:00 a.m. to 3:30 p.m.; Monday through Friday, excluding holidays) will apply to all services, unless otherwise stated, including major repairs performed under this agreement.
2. This agreement assumes the systems covered to be in maintainable condition. If repairs are found necessary upon initial inspection or initial seasonal start-up, repair charges will be submitted for approval. Should these restoration charges be declined, those non-maintainable items will be eliminated from the program and the agreement price adjusted accordingly.
3. It is agreed that the customer shall provide reasonable means of access to all equipment which are to be maintained. Normal operation such as starting, stopping and resetting of the listed equipment is not included in this program. However, Nexgen shall be permitted to start and stop all primary equipment incidental to the operation of the mechanical system.
4. If the system is modified, changed or altered, or if any equipment is added, or if the system is removed within the premises or to other premises, Nexgen, at its sole option, reserves the right to terminate or re-negotiate this agreement based on the condition of the system after the changes have been made.
5. Customer shall permit only Nexgen's personnel to perform the work included in this Agreement. Should anyone other than Nexgen's personnel perform such work, Nexgen may, at its option, cancel this Agreement or eliminate the involved equipment from this Agreement.
6. If not multi-year, it is agreed that the contract price shall be adjusted yearly after the initial term; such adjustments shall be consistent with current labor and material costs. This agreement may be terminated after its initial term on the anniversary of its effective date by either party by giving written notice a minimum of 60 days prior to the that anniversary date.
7. Nexgen shall not, under any circumstances, be liable for injury to persons or damage to property unless such injury or damage is caused by a negligent act of omission or commission by Nexgen's agents, employees or subcontractors.
8. In the event Nexgen must commence legal action in order to recover any amount payable under this Agreement, Customer shall pay Nexgen's court cost and attorney's fees incurred by Nexgen.
9. Any legal action against Nexgen related to this Agreement, or the breach thereof, shall be commenced within one (1) year from the date of the work.
10. Nexgen and Customer assume the non-occurrence of the following contingencies which, without limitation, might render performance by Nexgen impractical: strikes, fires, war, late or non-delivery by suppliers of Nexgen, and all other contingencies beyond the reasonable control of Nexgen. Under no circumstances shall Nexgen be liable for any special or consequential damages whether based upon lost goodwill, lost resale profits, work stoppage, impairment of other goods or otherwise and whether arising out of breach of warranty, breach of contract, negligence or otherwise, except only in the case of personal injury where applicable law requires such liability. But in no event shall Nexgen's liability exceed the purchase price paid under this contract.
11. The Customer shall pay Nexgen in addition to the contract price, the amount of all present and future taxes or any other government charge now or hereafter imposed by existent or future laws with respect to the transfer, use, ownership or possession of equipment to which this agreement relates, exclusive of ordinary personal property taxes assessed against Nexgen.
12. Customer shall make available to Nexgen's personnel all Material Safety Data Sheets accordance to OSHA's Hazard Communication Standard Regulations.
13. It is agreed that the customer shall assume responsibility and pay extra for all service and material required due to electrical power failure, low voltage, burned out main or branch fuses, low water pressure, corrosion or lightning strikes.
14. The customer is responsible for the addition of any items of equipment or performance of any safety test or corrections in design as recommended or required by insurance companies, government, state, municipalities or other authorities.
15. In the event Nexgen is required to make any repairs and/or replacement and/or emergency calls occasioned by improper operation or misuse of equipment covered by this agreement or any cause beyond Nexgen control, the customer shall reimburse Nexgen for expenses incurred in making repairs and/or replacements and/or emergency calls in accordance with the established rate for performing such service such as calls for thermostat setting, air balancing or equipment resetting.
16. If equipment becomes non-repairable due to unavailability of replacement parts, Nexgen at its option, may remove the equipment from the contract and will not be required to maintain or service such equipment as a part of this agreement. However, Nexgen will assist the owner in replacing the equipment at prevailing service rates.
17. Nexgen's obligation under this Agreement does not include the identification, abatement or removal of asbestos or any other toxic or hazardous substance, hazardous wastes or materials. In the event such substance, waste and materials are encountered, Nexgen sole obligation will be to notify the Owner of their existence. Nexgen has the right to suspend its work unit such substance, waste or materials are removed.
18. The customer is responsible for the replacement or repair of non-moving parts of the heating, cooling and ventilating systems, such as duct work, boiler shell and tubes, boiler refractory and complementary equipment, for example but not limited to: cabinets, fixtures, boxes, water supply lines, drain lines, steam lines, plumbing, oil storage tanks, oil and/or gas lines, domestic water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils and electrical wiring.
19. In the event Customer terminates this Agreement through no fault of Nexgen or for Customer's convenience, Customer shall provide prior written notice of termination and agrees to pay Nexgen for all material furnished or manufactured, labor performed and services provided up to the date of termination, all out-of-pocket costs (including but not limited to any restocking or other charges owed to any supplier) and including profit.
20. Customer shall have the right to terminate this Agreement for Nexgen's default provided Nexgen fails to cure such default within 30 days after having been given prior written notice of the default. Upon early termination or expiration of this Agreement, Nexgen shall have free access to enter Customer locations to disconnect and remove any and all Nexgen-owned parts, tools and personal property. Additionally, Customer agrees to pay Nexgen for all incurred but unamortized service costs performed by Nexgen including overhead and profit.
21. Nexgen reserves the right to discontinue its service or performance under this Agreement any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Nexgen. Should Customer fail to make payment in accordance with the terms of this Agreement and such failure continues without cure for a period of five (5) days following Customer's receipt of written notice of such payment default, Nexgen may terminate this Agreement without liability.

SCOPE OF WORK

BUILDINGS & EQUIPMENT INCLUDED

All equipment shown on attached control drawings and equipment list.

TECHNICAL CONSULTING LABOR

X Nexgen will provide QUARTERLY onsite technical consulting labor for the energy management system in the buildings and on the systems as outlined in this agreement. All equipment shown on attached control drawings as prepared and/or supplied by Nexgen Automation.

System consultation is intended to assess and improve how effectively and aggressively the energy management system is being utilized to manage the facility. Our technician will review scheduling, trending, occupied/unoccupied setpoints, demand levels, control strategies, building usage and other system parameters to identify areas of energy waste, discomfort, and operational savings.

Scheduled consulting services will be provided as outlined under the "Energy Management System Services" section for the equipment listed under the "Schedule of Equipment" section to maintain the system at maximum performance and reliability levels.

SOFTWARE MANAGEMENT

X System upgrades help to maintain the energy management system at current industry standards and technology and allows the client to take advantage of cutting-edge tools provided in new software releases. Nexgen Automation will provide System Upgrade Services for the energy management system. Software programs to be updated are as follows:

- RC Studio
- WebView
- RC Archive
- RC Reporter
- Other

System Application Support

Nexgen agrees to provide recommendations to the customer regarding modifications to the existing system applications for added energy savings, more efficient operation, and further enhanced information and facility management capabilities.

Server Software Revision Upgrades

Nexgen will automatically install all new scheduled revisions and releases of above-referenced system software as it is released and becomes available during the term of this agreement.

Database Maintenance

Annually, as a minimum, Nexgen will review all application software databases and verify that such databases are maintained in accordance with published recommended operating procedures. A complete backup of the most recently verified databases will be maintained, on file by Nexgen Automation, for emergency backup through telephone modem link up or on-site visit. **The customer will provide a broadband VPN connection to the Facility Management System. Unless specified under the additional services provisions of this agreement, emergency service and phone modem support will be provided on a time and materials basis.**

SOFTWARE MANAGEMENT (CONTINUED)

Migration Hardware and Software Pricing Preference

In the event that the Customer desires to purchase additional software revision or upgrades or new hardware or controllers while this agreement is active, the Customer is guaranteed that they will receive a preferential discount on said equipment of **List – 50%**.

MECHANICAL SERVICE LABOR

Nexgen will provide AS NOTED onsite mechanical service labor in the buildings and on the systems as outlined in this agreement. All equipment listed on Schedule of Equipment in this document.

FILTER CHANGES

Nexgen will provide AS NOTED onsite mechanical service labor in the buildings and on the systems as outlined in this agreement. All equipment listed on Schedule of Equipment in this document.

See Schedule Filter changes per year on RTUs

See Schedule Filter changes per year on split system air handling units

See Schedule Filter changes per year on fan-powered VAV boxes

REPAIR SERVICES

Nexgen Automation will provide repair or replacement of components in accordance with the selections as indicated below:

Billable Labor and Parts - The Customer will be advised of any defects or deficiencies. Subject to approval by an authorized agent of the customer, work will be performed on a time and material basis at preferred contract rates.

Repair Labor Included - All labor to repair or restore covered equipment during Nexgen's normal working hours is included. Any material replacement will be invoiced at preferred contract rates.

Comprehensive Coverage - The labor and parts necessary to restore covered equipment to normal operation are included. These replacements will be of like quality/design to prevent system depreciation or obsolescence. All work will be performed during **normal** working hours.

Emergency Coverage - This option is identical to Comprehensive Coverage except it covers repair labor incurred outside of normal working hours.

EMERGENCY RESPONSE TIME

Nexgen Automation guarantees an onsite emergency response time of 4 hours. Initial telephone and/or remote connection response will be within two (2) hours of your emergency call if necessary.

OPERATIONAL SUPPORT

Nexgen Automation will provide a written report of work done under this agreement at the end of each service call to update the history of the work performed. A duplicate record will be maintained by Nexgen Automation who will review these work reports with the customer on a regularly scheduled basis in accordance with the Service Agreement.

REMOTE / 24 HR TELEPHONE SUPPORT

Nexgen Automation will provide remote telephone-based support to the customer. This service is intended to help clients with problems that need resolved immediately. We kindly request that non-urgent issues (setpoint changes, trending/alarming setup, etc.) be logged until the next service visit. **Note: Client agrees to provide Nexgen Automation with remote access to the energy management system and server for the purpose of offsite emergency consulting, troubleshooting, and repair throughout the term of this agreement.**

STAFF TRAINING

Nexgen will provide _____ two-hour training sessions per year. Client training is a personal, customized training session on any aspect of the energy management system. Training sessions are conducted at the client's location or at Nexgen's Harrisburg office depending on the needs of the client. These training classes are intended to be small (<5 people), personal classes covering topics of interest to the attendees. Topics are as requested by the client and range from simple scheduling and trending to software modifications and adding points.

CARE PROCESS

Nexgen Automation management will meet with you at least annually to ask you questions designed to ensure we are meeting or exceeding your expectations. This meeting is known as a Customer Assurance Review & Evaluation (CARE) meeting. We respectfully ask that you take the time to provide candid feedback during this meeting regarding our performance. It is the only way we can continuously improve!

SERVICE DEPARTMENT PROCEDURES & INFORMATION

Company Information

Nexgen Automation, Inc.

4501 Chambers Hill Road
 Harrisburg, PA 17111
 717.216.0000
 nexgenpa.com
 EIN #81-4208403

Company Hours

Office: Monday – Friday 8:00am – 4:00pm
 Field/Dispatch: Monday – Friday 7:30am – 3:30pm

Contact Information – Key Personnel

NAME	FUNCTION	EXT	CELL	EMAIL
Deb Miller	Service Dispatch/Admin	x105	n/a	deb.miller@nexgenpa.com
Eric Hackenberg	Service Team Supervisor	n/a	717.798.2584	eric.hackenberg@nexgenpa.com
Don Eisenhower	Principal/Operations Mgr	x104	717.644.8627	don.eisenhower@nexgenpa.com
Steve Keefer	Principal/Acct Exec	x103	610.425.2928	steve.keefer@nexgenpa.com
Tim Winters	Principal/Acct Exec	x109	717.648.1564	tim.winters@nexgenpa.com
Doug Marks	Principal/Finance	x108	717.648.1562	doug.marks@nexgenpa.com

Service Calls During Business Hours – 717.216.0000 x105 or Option “1”

- During normal business hours, please contact Deb Miller by telephone or email
or
- Dial 717.216.0000 and press “1” for service dispatch.

Emergency Service Calls – After Hours - 717.216.0000 – Option “1”

- After hours, our main number is monitored by a 24/7 answering service. Answering service personnel will obtain your contact information as well as the nature of your emergency. The answering service will immediately contact the on-call technician and the technician will respond to you directly.

Contract Labor & Material Rates and Discounts

Scope of this contract includes technical, programming, and mechanical support and assistance as determined by personnel. This agreement can be amended at any time to include additional technical service hours. Hourly labor rates for additional service work performed outside the scope of this contract are listed in the 'COSTARS' column below. Travel labor, vehicle trip charges and minimum callout times may apply.

	COSTARS	STANDARD
Technician (7am-3:30pm):	\$135.00	\$190.00
Technician (Overtime):	\$202.50	\$285.00
Technician (Sun & Holiday)	\$270.00	\$380.00
Trip Charge	\$95.00	\$105.00
Reliable Controls Hardware/Software Discount:	List – 50%	List

***** All of the above-listed labor rates are subject to annual escalation *****

SCHEDULE OF EQUIPMENT

Qty	Name	Manufacturer	Model Number	Serial Number	Insp Per Year	Filter Chg Per Year
MUNICIPAL BUILDING						
LOT	Controls	Per Attached Control Documents			4	-
1	RTU-1	Daikin	DCG0601403BJXAAA	1408021889	2	3
1	RTU-2	Daikin	DCG1502103BJXAAA	140802188	2	3
1	RTU-3	Daikin	DPS012AHCG2DV	FBOU140900384	2	3
1	RTU-4	Goodman	CPG1022103BXXXAB	1302021405	2	3
1	RTU-5	Daikin	DPS005AHCG2DV	FBOU140900395	2	3
1	RTU-6	Daikin	DCG2404003BJXAAA	1408759994	2	3
1	RTU-7	Daikin	DCG0601403BJXAAA	1408021890	2	3
1	RTU-8	Daikin	DPS004AHMG2DV	FBOU140900355	2	3
1	Ductless M/S #1	Daikin			2	-
1	Ductless M/S #2	Daikin			2	-
29	Fan Powered VAV Boxes				1	Biennial
1	EF-1	Loren Cook	120ACE120C15D	076SH57196-00/0000702	1	-
1	EF-2	Loren Cook	120ACE120C15D	076SH57196-00/0000701	1	-
1	EF-3	Loren Cook	120ACE120C15D	076SH57196-00/0002101	1	-
1	EF-4	Loren Cook	120ACE120C15D	076SH57196-00/0003501	1	-
1	EF-5	Loren Cook	90ACE90C15DH	076SH57196-00/0004902	1	-
PUBLIC WORKS						
1	S/S AHU	Trane	4PXCCU48BS3HAAA	16215PD0CG	2	2
	S/S Condenser				2	-
1	S/S AHU	Ruud	UACC-036JAS	3146-M24888827	2	2
	S/S Condenser				2	-
1	S/S AHU	Trane	XR80	---	2	2
	S/S Condenser				2	-
1	Unit Heater	Sterling	QUEF-125	89103737	2	-
1	Unit Heater	Rapid	L2010	919045	2	-
PUBLIC LIBRARY						
1	S/S Gas Furnace	Lennox	G50UH-48B-090-07	5905A18650	2	2
1	S/S Condenser	Lennox	HSKA12048-230-01	5805B42670	2	-
1	S/S Gas Furnace	Lennox	G50UH-48C-110-07	5905C04391	2	2
1	S/S Condenser	Lennox	HSXA12048-230-01	5805B05492	2	-
1	S/S Gas Furnace	Lennox	G50UH-48C-110-07	5905C04412	2	2
1	S/S Condenser	Lennox	HSXA12048-230-01	5805B42667	2	-
1	S/S Gas Furnace	Lennox	G50UH-60C-110-07	5905B15023	2	2
1	S/S Condenser	Lennox	HSXA12060-230-01	5805C16800	2	-

SCHEDULE OF EQUIPMENT (continued)

Qty	Name	Manufacturer	Model Number	Serial Number	Insp Per Year	Filter Chg Per Year
BICENTENNIAL PARKING GARAGE						
1	S/S AHU				2	4
1	S/S Ht Pump Cond	York	THE60B31SA	W1M6126174	2	-
1	S/S AHU				2	4
1	S/S Ht Pump Cond	Trane	4TWA3048B3000BA	14252NNG4F	2	-
1	S/S AHU				2	4
1	S/S Ht Pump Cond	Trane	4TWA3048B3000BA	14212JPP4F	2	-
1	S/S AHU				2	4
1	S/S Ht Pump Cond	Luxaire	EABA-T060SA	WFHP256562	2	-
1	Ductless M/S	---	---	---	2	-
1	Ductless M/S	---	---	---	2	-
GOOSE CREEK PLANT						
1	RTU-1	Carrier	50TCQD12A2A6A0A0A0	1010G30682	2	2
1	Boiler	Weil McLain	788	---	2	-

Energy Management System Services

Server Interface

- Visual inspection of computers, server, webserver and/or peripherals.
- Analyze and test server/webserver hard disk drive and correct errors.
- Provide software subscription services and updates for the WebView server interface.
- Database verification
 - Review alarm log and address recurring and/or systemic issues.
 - Verify setup and operation of trend reports
 - Verify setup and operation of archival trend storage reports.
 - Verify setup and operation of console devices.
 - Verify setup and operation of remote site dial-up communications.
 - Verify setup of users, passwords and privilege levels to agreed upon "as built".
 - Correct records and/or differences as noted.
 - Verify setup and operation of maintenance time reminder applications.
 - Verify operation of print screen documentation capability.
 - Verify synchronization of network clock operations.
 - Verify operation of status log reports.
 - Verify operation of point summary reports.
 - Verify operation of real-time graphic displays.
 - Verify setup and operation of EMS report applications.
 - Backup system database files

Ethernet Level Gateways & Servers

- Visual inspection of LEDs, fuses, cable connectors, comm ports
- Compare & verify that each device database matches agreed upon Owner "as built" prints and records.
- Identify all additions, modifications and changes to software sequences, setpoints, schedules and limits.
- Provide assessment report to Owner of impact of all noted changes.
- Update "as built" records and database storage files with Owner approved changes.
- Correct all non-approved changes to "as built" status and download database to device as required.
- Initiate communications with DDC control network.
- Verify alarm dial-out capabilities to service contractor.

Single Application and Multi-Purpose Controllers

- Verify sequence of operation
- Verify operational accuracy of room sensor within $\pm 0.5^{\circ}\text{F}$.
- Check zone occupancy override operation if applicable.
- Check economizer cycle operation.
 - Verify that economizer modulates to maintain mixed air setpoint.
 - Verify that enthalpy changeover function operates per design.
 - Verify that modulating low limit function operates as designed.

Unitary and VAV Controllers

- Verify sequence of operation.
- Verify operational accuracy of room sensor within $\pm 0.5^{\circ}\text{F}$.
- Verify operational accuracy of duct sensor within $\pm 0.5^{\circ}\text{F}$.
- Check zone occupancy override operation if applicable.
- Verify that VAV terminal min./max. airflow settings conform with "as built" drawings at current revision level.
- Check airflow sensor pickup tubes for contaminants and blockage
- Verify operation of fan on fan-powered VAV boxes

Mechanical System Services

Rooftop Units

- Lube all motors and bearings.
- Check belt tension and replace as needed.
- Inspect and clean coils once per year if needed.
- Check proper current readings.
- Check electrical connections and contacts.
- Replace air filters.
- Check for proper refrigerant levels by superheat.
- Clean drain lines.
- Check unit operation and controls.
- Check gas pressures.
- Check burner.
- Check and clean combustion chamber and flue as needed.
- Check economizer operations.

Split System Air Handlers & Condensers

- Lube all motors and bearings.
- Check belt tension and replace as needed.
- Inspect and clean coils once per year if needed.
- Check for proper current readings.
- Check electrical connections and contacts.
- Replace air filters.
- Check for proper refrigerant levels by superheat.
- Clean drain lines.
- Check unit operation and controls.

Fan-Powered VAV Boxes

- Check for proper current readings.
- Check electrical connections and contacts.
- Replace air filters.
- Check operations.

Exhaust Fans

- Lube all motors and bearings as needed.
- Check belt tension and replace as needed.
- Check sheaves and pulleys for wear.
- Inspect blower assembly and motor.
- Check proper current readings.
- Check electrical connections and contacts.
- Check unit operation and controls.

Cast Iron Sectional Boiler

- Check that boiler area is free from combustible materials, gasoline and other flammable vapors and liquids.
- Check for and remove any obstruction to combustion and ventilation air flow to boiler.
- Check breeching and chimney or vent for obstructions, damage, etc.
- Clean boiler flueways.
- Perform service on low water cutoff, relief valve and gauge glass.
- Check boiler and piping for leaks.

Mechanical System Services (cont'd)

- Inspect and adjust burner.
 - Change nozzle.
 - Check ignition electrode settings
 - Clean blower housing and wheel.
 - Make sure blower wheel turns freely.
 - Oil burner motor if required.
 - Clean air inlet.
 - Clean or change fuel filter and strainer.
 - Make sure boiler is filled with water.
 - Start unit and verify combustion settings with combustion test equipment.
 - Verify operation of all controls on boiler.

BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

Reference (select one) [] Quote [] SOW [] SA State Contract

SHIP TO:

BOROUGH OF WEST CHESTER
ATTENTION:
401 EAST GAY STREET
WEST CHESTER, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

_____ Sean
Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

	Yes	No	Notes
Budget Approval			
Budget Available			
Support Complete			
Exempt Support			

Processing Initials _____



USALCO

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

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

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

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

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

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

Terms & Conditions

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

Signature: _____

Effective Date: ____/____/____

Name (Print): _____

Title: _____

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

BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

Reference (select one) [] Quote [] SOW [] SA

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

Bill To:

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

Ship To:

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

West Chester Armor Replacement 2025

Pricing Below Costars 012-E22-281

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

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

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

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

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

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

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

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

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

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

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

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

<p>ACCEPTANCE OF QUOTATION</p> <p>The above prices, specifications, and conditions are satisfactory and are hereby accepted.</p> <p>Freight charges are estimated at the time of quote. Applicable freight costs will apply at time of shipment.</p> <p>Quotation is valid until Jun 17, 2025</p> <p>Signature: _____ Date: _____</p>	Subtotal:	15,395.60
	Discount:	0.00
	Tax Total:	0.00
	Freight:	0.00
	Total:	15,395.60



BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

Reference (select one) [] Quote [] SOW [] SA State Contract

SHIP TO:

BOROUGH OF WEST CHESTER
ATTENTION:
401 EAST GAY STREET
WEST CHESTER, PA 19380

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

	Yes	No	Notes
Budget Approval			
Budget Available			
Support Complete			
Exempt Support			

Processing Initials _____

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



Estimate

ADDRESS

Colonial Parking

ESTIMATE # 1070

DATE 06/12/2025

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

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

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

Accepted By

Accepted Date

Great Lakes Recreation- DBA Boyce Recreation

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



Estimate

ADDRESS	SHIP TO	ESTIMATE	6802
Keith Kurowski	Keith Kurowski	DATE	06/16/2025
Borough of West Chester	Borough of West Chester	EXPIRATION	07/16/2025
401 East Gay Street	351 Snyder Ave	DATE	
West Chester, PA 19380	West Chester, PA 19382		
REP NAME			
Steve Hill			

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

Tax Exempt/Resale Certificate Required. Initial _____.

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

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

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

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

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

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

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

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

Name and email address where invoice should be sent _____.

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

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

Accepted By

Accepted Date