



Finance & Revenue Committee Meeting  
**August 13, 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

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**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 (attachment)
- V. Old Business
  - A. Approve July 2025 meeting minutes (attachment)
  - B. Discussion of purchasing policy related to capital projects
- VI. New Business
  - A. Motion to approve proposal from Urban Engineers to partner with West Goshen Township for review of West Chester University conditional use plan (attachment)  
*Issue: West Goshen and West Chester propose to share engineering review of the proposed plan using a 3rd party engineer.*
  - B. Motion to approve writing off internal due to/due from account balances in Fund 07 (attachment)  
*Issue: Fund 07 is no longer an active fund and liabilities due to other funds need to be extinguished.*
  - C. Motion to issue a request for proposals for pension plan actuarial services.  
*Issue: The Pension Plan Committee recommends a review of plan actuarial services.*
  - D. Motion to approve 2025 West Chester Preservation Awards Sponsorship (attachment)  
*Issue: Approve annual sponsorship*

E. Motion to approve purchasing requests (attachment):

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

*Issue: Review and recommend the approval of qualifying purchase orders*

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

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

VII. Other Business

VIII. Adjournment

Visit [www.west-chester.com](http://www.west-chester.com) for access to all attachments.

Agendas are posted to [www.west-chester.com](http://www.west-chester.com) by noon 3 business days prior to the meeting.

**Borough of West Chester  
Cash Position  
July 31, 2025**

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance 7/1/2025</u>	<u>July Receipts</u>	<u>July Expenditures</u>	<u>Ending Balance 7/31/2025</u>
01-10000	GF Truist Cash	(463,199)	775,256	160,070	151,987
01-10036	PLGIT EIT Pension Pay Down Cash	509,199	70,986	-	580,185
01-10037	Santander GF Cash	716,164	2,613,686	2,770,472	559,378
01-10044	Santander ARPA Cash	393,504	-	19,670	373,834
01-10040	PLGIT Pcard Cash	-	-	-	-
01-12000	PLGIT GF Cash	4,501,451	18,094	24,363	4,495,182
	<b>Total General Fund</b>	<b>5,657,119</b>	<b>3,478,022</b>	<b>2,974,575</b>	<b>6,160,566</b>
05-10045	Santander Fire Cash	520,470	403,335	290,658	633,147
05-10053	PLGIT Fire Reserve	753,527	2,800	-	756,327
	<b>Total Fire Fund</b>	<b>1,273,997</b>	<b>406,135</b>	<b>290,658</b>	<b>1,389,474</b>
10-10006	PLGIT Rec In Lieu Cash	104,283	367	-	104,650
07-10047	Santander Recreation Cash	4,861	17,010	16,713	5,158
	<b>Total Recreation Fund</b>	<b>109,144</b>	<b>17,377</b>	<b>16,713</b>	<b>109,808</b>
08-10038	Santander Sewer Cash	3,047,447	403,177	1,317,633	2,132,991
08-10052	PLGIT Sewer Cash Reserve	3,796,742	13,796	-	3,810,538
	<b>Total Sewer Fund</b>	<b>6,844,189</b>	<b>416,973</b>	<b>1,317,633</b>	<b>5,943,529</b>
09-10026	Truist Parking Cash	1,373,475	42,865	483,595	932,745
09-10039	Santander Parking Cash	1,010,089	394,899	368,100	1,036,888
09-10103	TD Parking Cash	291,025	49,638	-	340,663
09-10051	PLGIT Parking Cash Reserve	1,268,549	945,836	-	2,214,385
10-10012	PLGIT 2011 Bond	46,224	166	-	46,390
	<b>Total Parking Fund</b>	<b>3,989,362</b>	<b>1,433,404</b>	<b>851,695</b>	<b>4,571,071</b>
15-10015	BBT Highway Aid	513,772	22	6,094	507,700
	<b>Total Highway Aid Fund</b>	<b>513,772</b>	<b>22</b>	<b>6,094</b>	<b>507,700</b>
16-10034	Fulton SPF Cash	1,165,142	2,299	-	1,167,441
16-10054	PLGIT SPF Reserve	1,218,136	280,298	1,217,229	281,205
16-100-41	Santander SPF Cash	400,351	48,230	215,101	233,480
	<b>Total Stream Protection Fund</b>	<b>2,783,629</b>	<b>330,827</b>	<b>1,432,330</b>	<b>1,682,126</b>
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
	<b>Total Capital Operating Reserve Fund</b>	<b>9,024,489</b>	<b>-</b>	<b>-</b>	<b>9,024,489</b>
30-100-31	PLGIT 2016 GOB Bond	40,237	1,218,033	1,217,898	40,372

Borough of West Chester  
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<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance</u> <u>7/1/2025</u>	<u>July</u> <u>Receipts</u>	<u>July</u> <u>Expenditures</u>	<u>Ending Balance</u> <u>7/31/2025</u>
	Total 2016 Bond Funds	40,237	1,218,033	1,217,898	40,372
	Total-All Funds	30,235,938	7,300,793	8,107,596	29,429,135

**Due To/ Due From Balances  
7/31/2025**

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

**Borough of West Chester**  
**Budget to Actual Report -Variances**  
**For the year ended July 31, 2025**

**Revenue Trends:**

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Business Privilege Tax (01-31095-90) better than budget by \$51k

P/Y Real Estate Taxes In Collections (01-30125-90) better than budget by \$72k

Interest Income (01-34100-90) better than budget by \$113k

Housing Violations (01-33104-50) better than budget by \$37k.

Street Openings revenue (01-38026-80) better than budget by \$97k due to Aqua/Peco reimbursements.

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

Turks Head Revenue (01-34330-07)- was \$10K. Revenue from event did not meet budget. Budget was \$16k. Revenue shortfall of \$6k.

**Expense Trends:**

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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.

Utilities expense (01-40931-90) is overbudget. \$41k booked to line item in July that needs to be reclassified between departments.

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 \$29k. Software expense invoice booked to line item that needs to be reclassified.

Budget number did not account for all admin trainings and dues.

**90 - ADMINISTRATION  
REVENUE**

Account Code	Account Title	Total Budget- Original	Current Period Actual	YTD Actual	Total Budget- Variance	Percent Total Budget Remaining	Prior Year Actual
30000	CASH RESERVE	305,512	-	-	(305,512)	-100%	-
30115	REAL ESTATE TAX REVENUE	6,180,098	40,763	5,471,739	(708,359)	-11%	5,678,201
30125	LIENED REAL ESTATE TAX	110,000	14,115	182,643	72,643	66%	60,219
31090	EARNED INCOME TAX	6,510,996	283,347	3,863,734	(2,647,262)	-41%	3,818,201
31091	DEED TRANSFER TAX	530,000	96,958	386,029	(143,971)	-27%	303,740
31093	LOCAL SERVICES TAX	700,000	38,314	412,501	(287,499)	-41%	394,715
31095	BUSINESS PRIVILEGE TAX	144,000	8,990	195,830	51,830	36%	103,369
34100	INTEREST INCOME	100,000	38,532	213,228	113,228	113%	225,638
34302	LIBRARY/BID MED. INS REIMB.	105,153	-	15,185	(89,968)	-86%	23,842
34304	PA MUNCP HEALTH MED INS REF	200,000	-	145,704	(54,296)	-27%	248,526
35415	TRANSFER FROM CAP RESERVE	189,078	-	-	(189,078)	-100%	-
35429	TRANSFER FROM SPF	242,632	-	242,632	-	0%	-
35422	TRF FROM OPEB	64,931	-	-	(64,931)	-100%	-
35500	GRANT REVENUE	-	-	79,386	79,386	#DIV/0!	169,986
35501	STATE PENSION AID	995,170	-	-	(995,170)	-100%	-
38000	MISCELLANEOUS REVENUE	18,900	100	21,846	2,946	16%	14,388
38001	PAYMENT IN LIEU TAXES	14,000	-	-	(14,000)	-100%	-
38009	CERTIF FEES	45,000	6,300	38,806	(6,194)	-14%	21,735
38014	CELL TOWER/CABLE FRAN REV	245,000	3,262	164,246	(80,754)	-33%	176,550
38019	W/C REIMBURSEMENT	-	13,294	55,870	55,870	#DIV/0!	2,546
38030	UCOMP REIMBURSEMENT	3,300	-	-	(3,300)	-100%	5,092
39208	TRF FROM SEWER FD	600,000	-	600,000	-	0%	350,000
39209	TRF FROM PARKING FD	2,132,100	-	1,408,375	(723,725)	-34%	1,180,000
39298	TRF FROM FIRE	59,328	-	59,328	-	0%	-
<b>Total Revenue</b>		<b>19,495,198</b>	<b>543,975</b>	<b>13,557,083</b>	<b>(5,938,115)</b>	<b>-30%</b>	<b>12,776,749</b>

**90 - ADMINISTRATION  
EXPENSE**

Account Code	Account Title	Total Budget- Original	Current Period Actual	YTD Actual	Total Budget- Variance	Percent Total Budget Remaining	Prior Year Actual
40110	SAL EXP-MAYOR/COUNCIL	33,000	-	16,500	16,500	50%	13,338
40112	SAL EXP- ADMIN DEPT	430,774	39,615	228,462	202,312	47%	230,858
40121	OFFICE SUPPLIES	10,000	696	3,676	6,324	63%	2,722
40122	POSTAGE & PRINTING	25,000	394	13,511	11,489	46%	14,642
40123	HR EXPENSE	41,900	19,066	19,650	22,250	53%	(2,342)
40124	LEASE PAYMENTS	8,139	628	7,487	652	8%	1,960
40131	FIDELITY BOND MGR/TREAS	1,800	-	1,619	181	10%	1,619
40133	ADMIN EXPENSE	2,500	204	14,871	(12,371)	-495%	15,469
40134	CODIFICATION	10,000	-	5,603	4,397	44%	-
40140	BANK FEES	15,000	1,455	22,543	(7,543)	-50%	5,571
40310	TAX COLLECTION FEES	13,000	-	5,408	7,592	58%	12,541

JULY BUDGET TO ACTUAL REPORT-DRAFT

Account Code	Account Title	Total Budget- Original	Current Period Actual	YTD Actual	Total Budget- Variance	Percent Total Budget Remaining	Prior Year Actual
40332	QUALIFYING VOL TAX CREDIT	12,000	-	11,081	919	8%	-
40410	LEGAL FEES	130,000	7,627	51,838	78,162	60%	40,328
40430	LEGAL FEES-EMPLOYMT	30,000	-	36,912	(6,912)	-23%	110,046
40510	SAL EXP- FINANCE	267,699	29,806	143,651	124,048	46%	135,364
40931	UTILITIES	30,603	46,490	68,147	(37,544)	-123%	35,412
40938	FIRE HYDRANTS	90,000	5,000	54,031	35,969	40%	39,946
41337	STENOGRAPHER EXPENSE	1,000	-	-	1,000	100%	-
42000	ADVERTISING	5,500	102	5,438	62	1%	2,730
43013	CAPITAL EXPENSE	-	-	59,241	(59,241)	#DIV/0!	545,137
43031	FUEL EXPENSE	1,000	28	226	774	77%	604
43815	SAL EXP-BOROUGH MANAGER	169,223	19,620	92,063	77,160	46%	99,775
43822	SOFTWARE MAINT FEES	105,684	8,217	62,971	42,713	40%	91,124
43823	PAYROLL PROCESSING FEES	62,400	5,534	38,881	23,519	38%	52,995
44518	WC BUS IMP DIST ALLOC	-	-	-	-	#DIV/0!	85,000
44579	TRF TO FIRE	541,708	-	524,059	17,649	3%	-
44580	TRF TO SPF	60,695	-	60,695	-	0%	-
44891	TRF TO NU	297,543	-	120,000	177,543	60%	-
44892	TRF TO LIQUID FUELS	44,196	-	-	44,196	100%	-
45311	BOARDS & COMMISSIONS EXP	10,000	-	814	9,186	92%	3,466
45650	LIBRARY ALLOCATION	110,000	-	36,666	73,334	67%	35,000
45657	AUDIT EXPENSE	50,000	-	28,000	22,000	44%	29,000
45760	OFF SITE STORAGE	4,000	251	2,278	1,722	43%	1,826
45836	TRAINING	789	147	30,704	(29,915)	-3791%	17,154
45837	Tuition Reimbursement	3,600	-	1,200	2,400	67%	2,400
47180	PRIN PYMT- 2014 ENERGY	48,000	-	48,000	-	0%	47,000
47181	PRINCIPAL PAYMENS-2016 BUILD	250,000	-	-	250,000	100%	-
47182	PRIN PYMNT- 2016 STREAM PROT	55,000	-	-	55,000	100%	-
47184	PRIN PYMT- 2016 FIRE TK	120,000	-	-	120,000	100%	-
47230	INT EXP- 2016 Building	141,936	-	70,968	70,968	50%	75,068
47250	INT EXP- 2016 FIRE TRUCK	121,826	-	30,913	90,913	75%	33,213
47290	INT EXP- 2013 LIBRARY	-	-	-	-	#DIV/0!	563
47294	INT EXP- 2014 ENREGY	47,250	12,565	27,964	19,286	41%	23,998
47297	INT EXP- 2016 STREAM	55,983	-	27,991	27,992	50%	29,091
48600	INS EXPENSE-W/C/UNEMP	19,191	1,289	13,089	6,102	32%	(404,335)
48610	INSURANCE EXP	41,428	299	47,281	(5,853)	-14%	59,746
48700	INSURANCE EXP- MEDICAL	350,037	(275)	144,017	206,020	59%	194,132
48715	PENSION EXP-DEF CONTB	31,990	1,104	15,344	16,646	52%	21,986
48720	FICA EXPENSE	68,903	6,812	36,772	32,131	47%	238,524
48952	GOODFELLOWSHIP AMBULANCE	167,510	-	86,763	80,747	48%	158,299
<b>Total Expense</b>		<b>4,137,807</b>	<b>206,673</b>	<b>2,317,331</b>	<b>1,820,476</b>	<b>44%</b>	<b>2,100,970</b>
<b>NI/(NL)</b>			<b>337,302</b>	<b>11,239,752</b>			

JULY BUDGET TO ACTUAL REPORT-DRAFT

**40 - POLICE  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
33104	DISTRICT COURT VIOLATIONS	310,000	16,751	111,873	(198,127)	-64%	187,480
34317	ALARM REVENUE	18,335	8,050	19,580	1,245	7%	7,255
35500	GRANT REVENUE	-	-	47,500	47,500	#DIV/0!	-
36203	EBT POL PROT CONTRACT	1,828,454	459,388	1,369,066	(459,388)	-25%	1,312,037
36235	POLICE SVCS OT REIMB	120,000	20,857	103,243	(16,757)	-14%	114,761
36736	SOLAR/EV REVENUE	-	-	-	-	#DIV/0!	203
38002	RESTITUTION PYMTS	20,000	4,283	11,117	(8,883)	-44%	11,804
38017	POLICE RECORDS	6,700	1,259	6,039	(661)	-10%	5,472
38019	W/C REIMBURSEMENT	-	-	2,650	2,650	#DIV/0!	-
<b>Total Revenue</b>		<b>2,303,489</b>	<b>510,586</b>	<b>1,671,069</b>	<b>(632,420)</b>	<b>-27%</b>	<b>1,639,012</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
40121	OFFICE SUPPLIES	10,700	524	2,699	8,001	75%	4,281
40122	POSTAGE & PRINTING	6,420	-	3,015	3,405	53%	5,487
40124	LEASE PAYMENTS	108,480	26,110	95,144	13,336	12%	26,759
40133	ADMIN EXPENSE	5,350	177	722	4,628	87%	1,267
40280	CIVIL SERVICE	25,000	-	12,033	12,967	52%	17,290
40931	UTILITIES	61,175	-	21,920	39,255	64%	25,924
41010	SAL EXP-LTS	535,369	61,992	331,734	203,635	38%	295,903
41012	SAL EXP-POLICE OFF	4,947,276	560,486	2,820,051	2,127,225	43%	3,018,739
41014	SALARY EXP-POL ADMIN/DISP	819,320	88,089	411,447	407,873	50%	414,374
41023	SMALL EQUIPMENT	23,190	1,428	15,538	7,652	33%	4,800
41031	CONTRACT EXPENSES	105,866	275	27,551	78,315	74%	49,058
41032	CELL BLOCK	6,000	-	580	5,420	90%	-
41034	FALSE AREEST INSURANCE	25,579	-	15,054	10,525	41%	-
42010	UNIFORMS	75,000	2,873	20,951	54,049	72%	38,497
43013	CAPITAL EXPENSE	-	-	241,225	(241,225)	#DIV/0!	10,849
43031	FUEL EXPENSE	60,000	4,771	30,878	29,122	49%	39,183
43819	SAL EXP-POLICE CHIEF	187,076	21,614	116,125	70,951	38%	167,573

JULY BUDGET TO ACTUAL REPORT-DRAFT

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
43822	SOFTWARE MAINT FEES	19,260	-	18,750	510	3%	38,762
43825	SALA EXP-OT	350,000	65,275	255,572	94,428	27%	224,808
44571	TRF TO CAPITAL	100,544	-	-	100,544	100%	-
44871	TRF TO POLICE PENS	1,362,661	-	-	1,362,661	100%	-
45300	DONATIONS EXPENSE	500	-	-	500	100%	-
45655	ARMORY	32,100	17,807	23,495	8,605	27%	9,894
45712	INFORMANT FEES	5,000	-	5,000	-	0%	3,000
45756	MEDICAL SERVICES	10,700	557	7,162	3,538	33%	10,207
45760	OFF SITE STORAGE	1,605	65	458	1,147	71%	361
45762	MAYOR	6,955	69	2,271	4,684	67%	1,486
45772	UNIT	85,150	6,233	60,542	24,608	29%	33,708
45774	TRAINING/DUES	64,200	7,614	29,679	34,521	54%	32,944
45800	SPCA	20,000	-	9,221	10,779	54%	9,897
45810	TRANSLATION	3,210	59	1,271	1,939	60%	888
45851	TRF TO OPEB	85,000	-	-	85,000	100%	-
48600	INS EXPENSE-W/C/UNEMP	408,360	24,112	222,706	185,654	45%	184,596
48610	INSURANCE EXP	96,935	952	80,865	16,070	17%	54,889
48700	INSURANCE EXP- MEDICAL	1,585,378	3,129	904,283	681,095	43%	1,000,500
48715	PENSION EXP-DEF CONTB	12,152	956	5,653	6,499	53%	5,334
48720	FICA EXPENSE	149,968	17,025	82,566	67,402	45%	801
48951	REFUNDS	-	-	650	(650)	#DIV/0!	1,025
<b>Total Expense</b>		<b>11,401,479</b>	<b>912,191</b>	<b>5,876,810</b>	<b>5,524,669</b>	<b>48%</b>	<b>5,733,083</b>
<b>NI/(NL)</b>			<b>(401,605)</b>	<b>(4,205,742)</b>			

JULY BUDGET TO ACTUAL REPORT-DRAFT

50 - BUILDING & HOUSING  
REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
33104	DISTRICT COURT VIOLATIONS	20,000	1,541	57,157	37,157	186%	10,381
35507	ELECTRICAL PERMITS	40,000	7,663	35,943	(4,058)	-10%	26,227
36241	BUILDING PERMITS	600,000	53,440	296,499	(303,501)	-51%	249,541
36242	MECHANICAL PERMITS	35,000	-	(2,390)	(37,390)	-107%	14,299
36243	PLUMBING PERMITS	50,000	3,632	19,817	(30,183)	-60%	29,368
36244	ZONING HEARING BOARD	10,000	1,450	20,626	10,626	106%	5,500
36245	RENTAL PERMITS	258,280	94,488	175,767	(82,513)	-32%	1,946
38007	LAND DEVELOPMENT FEES	2,000	-	2,027	27	1%	3,368
	<b>Total Revenue</b>	<b>1,015,280</b>	<b>162,214</b>	<b>605,445</b>	<b>(409,835)</b>	<b>-40%</b>	<b>340,629</b>

EXPENSE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
40121	OFFICE SUPPLIES	-	-	398	(398)	#DIV/0!	1,452
4012	POSTAGE & PRINTING	2,500	-	208	2,292	92%	53
40124	LEASE PAYMENTS	4,065	1,224	4,410	(345)	-8%	2,390
40133	ADMIN EXPENSE	-	-	23,594	(23,594)	#DIV/0!	-
40931	UTILITIES	4,000	-	3,153	847	21%	1,818
41310	SAL EXP-HOUSING	512,560	39,413	187,189	325,371	63%	208,215
41331	ZONING HEARING	20,000	4,510	47,975	(27,975)	-140%	9,478
41332	ELECTRICAL INSPECTOR	15,000	-	6,594	8,406	56%	3,267
41333	MECHANICAL INSPECTOR	20,000	-	2,565	17,435	87%	7,009
41339	THIRD PARTY RENT INSP	65,000	-	-	65,000	100%	-
41340	3rd Party Consultation	240,000	37	59,048	180,952	75%	-
42010	UNIFORMS	-	-	652	(652)	#DIV/0!	-
42011	CONSULTANTS	-	-	3,300	(3,300)	#DIV/0!	1,215
43031	FUEL EXPENSE	3,000	104	804	2,196	73%	1,839
43612	DCED FILING FEES	3,000	-	-	3,000	100%	-
43822	SOFTWARE MAINT FEES	-	-	-	-	#DIV/0!	2,862
43825	SALA EXP-OT	1,500	184	809	691	46%	827
45716	LAND DEVELOPMENT EXPENSES	-	379	7,058	(7,058)	#DIV/0!	45,412
45760	OFF SITE STORAGE	3,500	301	3,311	189	5%	1,505
45774	TRAINING/DUES	8,000	(170)	1,025	6,975	87%	1,640
45836	TRAINING	-	-	150	(150)	#DIV/0!	-

JULY BUDGET TO ACTUAL REPORT-DRAFT

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
48600	INS EXPENSE-W/C/UNEMP	6,728	546	5,701	1,027	15%	7,153
48610	INSURANCE EXP	-	-	-	-	#DIV/0!	1,610
48700	INSURANCE EXP- MEDICAL	201,605	(173)	54,980	146,625	73%	67,955
48715	PENSION EXP-DEF CONTB	25,628	1,268	8,987	16,641	65%	10,129
48720	FICA EXPENSE	39,326	3,029	14,382	24,944	63%	-
<b>Total Expense</b>		<b>1,175,412</b>	<b>50,651</b>	<b>436,293</b>	<b>739,119</b>	<b>63%</b>	<b>375,829</b>
<b>NI/(NL)</b>			<b>111,562</b>	<b>169,152</b>			

JULY BUDGET TO ACTUAL REPORT-DRAFT

70 - IT  
EXPENSE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
40122	POSTAGE & PRINTING	-	-	52	(52)	#DIV/0!	13
40931	UTILITIES	2,700	-	1,500	1,200	44%	920
43817	SALARY EXPENSE- IT	183,335	21,120	105,607	77,728	42%	108,555
43829	MICROSOFT	40,000	180	17,412	22,588	56%	18,520
44571	TRF TO CAPITAL	50,817	-	-	50,817	100%	-
45659	BACKUP & SUPP SVC	48,000	775	29,402	18,598	39%	24,869
45722	LICENSES	6,000	10	(117)	6,117	102%	2,254
45766	PARTS	20,000	1,526	14,054	5,946	30%	5,638
45774	TRAINING/DUES	7,000	-	2,297	4,703	67%	3,284
45782	REMOTE ACCESS POINTS	4,000	1,358	1,983	2,017	50%	2,586
45792	SERVICES	6,000	-	1,361	4,639	77%	3,314
45798	SOFTWARE	8,000	-	7,156	844	11%	760
45802	ADVANCED THREAT	72,000	-	53,988	18,012	25%	37,935
45820	WEBSITE	25,000	-	24,615	385	2%	11,614
48600	INS EXPENSE-W/C/UNEMP	2,753	162	2,288	465	17%	2,801
48700	INSURANCE EXP- MEDICAL	68,824	(89)	42,197	26,627	39%	44,216
48715	PENSION EXP-DEF CONTB	3,115	235	1,760	1,355	43%	1,922
48720	FICA EXPENSE	14,025	1,616	8,079	5,946	42%	8,304
<b>Total Expense</b>		<b>561,569</b>	<b>26,892</b>	<b>313,634</b>	<b>247,935</b>	<b>44%</b>	<b>277,508</b>
<b>NI/(NL)</b>			<b>(26,892)</b>	<b>(313,634)</b>			

**80 - PUBLIC WORKS**

**REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
34318	DUMPSTER FEES	5,000	92	681	(4,319)	-86%	1,389
34320	GRANT-RECYCLING	90,020	-	-	(90,020)	-100%	-
35103	WINTER MAINTENANCE	33,000	-	-	(33,000)	-100%	-
38000	MISCELLANEOUS REVENUE	-	245	4,700	4,700	#DIV/0!	302
38005	RECYCLING REVENUE	10,000	1,786	9,129	(871)	-9%	6,242
38026	STREET OPENING REIMB	60,000	22,140	156,600	96,600	161%	30,550
39120	TRASH BAG FEES	20,000	2,736	16,909	(3,091)	-15%	13,301
<b>Total Revenue</b>		<b>218,020</b>	<b>26,999</b>	<b>188,018</b>	<b>(30,002)</b>	<b>-14%</b>	<b>51,784</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
40121	OFFICE SUPPLIES	2,000	-	1,246	754	38%	38
40122	POSTAGE & PRINTING	3,000	-	1,350	1,650	55%	1,433
40124	LEASE PAYMENTS	59,013	10,569	43,821	15,192	26%	29,533
40133	ADMIN EXPENSE	5,500	-	834	4,666	85%	248
40920	MAT & SUPPLIES	25,000	(59,182)	(50,590)	75,590	302%	10,560
40931	UTILITIES	63,338	2,573	30,534	32,804	52%	37,905
40936	UTILITIES-STREET LIGHTS	110,000	-	13,367	96,633	88%	-
40940	SERVICE CONTRACTS	115,000	8,595	96,124	18,876	16%	50,546
41400	LANDSCAPE MAINTENANCE	83,000	8,275	23,195	59,805	72%	21,763
42000	ADVERTISING	5,000	-	4,043	957	19%	1,710
42007	PROFESSIONAL FEES	-	-	468	(468)	#DIV/0!	-

JULY BUDGET TO ACTUAL REPORT-DRAFT

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
42010	UNIFORMS	24,000	1,208	11,550	12,450	52%	11,919
42011	CONSULTANTS	117,000	1,059	101,395	15,605	13%	50,418
42730	TRASH	240,000	17,435	136,407	103,593	43%	114,592
42732	RECYCLING	92,000	9,760	45,422	46,578	51%	41,753
43012	SAL EXP-PW	2,018,046	237,375	1,144,897	873,149	43%	1,123,966
43013	CAPITAL EXPENSE	15,000	34,010	356,304	(341,304)	-2275%	7,068
43031	FUEL EXPENSE	115,000	7,907	61,159	53,841	47%	71,890
43200	WINTER MAINTENANCE	92,673	-	98,529	(5,856)	-6%	-
43720	VEHICLE REPAIR	220,000	6,959	143,917	76,083	35%	146,956
43725	TOOLS	22,000	3,903	22,151	(151)	-1%	9,615
43800	ALLEYS	10,000	637	5,835	4,165	42%	6,852
43825	SALA EXP-OT	50,000	8,725	49,477	523	1%	50,878
44571	TRF TO CAPITAL	322,702	-	-	322,702	100%	-
45430	PARK MAINTENANCE	-	-	460	(460)	#DIV/0!	46
45540	TREES	235,000	8,664	103,298	131,702	56%	120,273
45630	LIBRARY MAINT	15,000	883	7,492	7,508	50%	6,864
45774	TRAINING/DUES	7,500	514	2,223	5,277	70%	5,510
45836	TRAINING	-	-	728	(728)	#DIV/0!	972
48600	INS EXPENSE-W/C/UNEMP	176,966	10,627	102,260	74,706	42%	107,183
48610	INSURANCE EXP	60,061	-	76,468	(16,407)	-27%	81,715
48700	INSURANCE EXP- MEDICAL	729,696	(1,381)	395,525	334,171	46%	405,635
48715	PENSION EXP-DEF CONTB	47,032	3,411	25,334	21,698	46%	21,734
48720	FICA EXPENSE	158,206	18,827	91,370	66,836	42%	89,876
<b>Total Expense</b>		<b>5,238,733</b>	<b>341,353</b>	<b>3,146,595</b>	<b>2,092,138</b>	<b>40%</b>	<b>2,629,450</b>
<b>NI/(NL)</b>			<b>(314,354)</b>	<b>(2,958,576)</b>			

**07 - RECREATION  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget- Remaining	Prior Year Actual
34323	SPECIAL EVENT APP FEE	20,000	2,160	25,117	5,117	26%	20,550
34324	REST FESTIVAL REVENUE	45,000	5,502	17,577	(27,423)	-61%	13,877
34325	POP UP EVENT REVENUE	2,000	-	-	(2,000)	-100%	70
34330	TURKS HEAD FEST REVENUE	16,000	926	10,643	(5,357)	-33%	8,800
36731	SPONSORSHIP REVENUE	30,200	3,500	8,050	(22,150)	-73%	26,324
36737	PARK RENTAL FEES	10,000	175	3,105	(6,895)	-69%	5,582
36739	CLASS REVENUE	55,000	2,023	28,312	(26,688)	-49%	41,199
<b>Total Revenue</b>		<b>178,200</b>	<b>14,286</b>	<b>92,804</b>	<b>(85,396)</b>	<b>-48%</b>	<b>116,402</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget- Remaining	Prior Year Actual
40122	POSTAGE & PRINTING	-	-	200	(200)	#DIV/0!	-
42000	ADVERTISING	21,000	1,600	16,461	4,539	22%	7,857
43013	CAPITAL EXPENSE	63,832	1,884	64,106	(274)	0%	15,923
43820	SAL EXP- RECREATION	175,078	21,076	102,198	72,880	42%	78,265
43822	SOFTWARE MAINT FEES	4,000	-	-	4,000	100%	-
44571	TRF TO CAPITAL	130,635	-	-	130,635	100%	-
45430	PARK MAINTENANCE	51,000	2,939	15,402	35,598	70%	17,965
45432	TRIPS/CLASS EXPENSE	76,000	3,114	36,497	39,503	52%	19,118
45436	REST FESTIVAL	39,000	-	-	39,000	100%	-
45450	TURKS HEAD FESTIVAL	19,500	1,200	19,995	(495)	-3%	17,527
45452	TOUCH TRUCK EVENT	4,000	-	-	4,000	100%	2,784
45457	HALLOWEEN PARADE	4,000	-	-	4,000	100%	2,783
45480	SMALL EVENTS EXPENSE	16,500	775	5,002	11,498	70%	410
45760	OFF SITE STORAGE	-	50	350	(350)	#DIV/0!	210
45774	TRAINING/DUES	4,000	-	1,506	2,494	62%	-
48600	INS EXPENSE-W/C/UNEMP	-	177	2,668	(2,668)	#DIV/0!	2,771
48610	INSURANCE EXP	2,151	-	-	2,151	100%	-
48700	INSURANCE EXP- MEDICAL	68,348	(46)	29,774	38,574	56%	26,845
48715	PENSION EXP-DEF CONTB	2,750	227	1,698	1,052	38%	480
48720	FICA EXPENSE	13,393	1,612	7,818	5,575	42%	5,987
<b>Total Expense</b>		<b>695,187</b>	<b>34,608</b>	<b>303,676</b>	<b>391,511</b>	<b>56%</b>	<b>198,925</b>

**NI/(NL)** (20,322) (210,873)

JULY BUDGET TO ACTUAL REPORT-DRAFT

05 - FIRE  
REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget- Variance	Percent Total Budget Remaining	Prior Year Actual
30000	CASH RESERVE	36,249	-	36,249	-	0%	-
34100	INTEREST INCOME	31,500	2,800	17,420	(14,080)	-45%	16,219
34317	ALARM REVENUE	-	-	280	280	#DIV/0!	1,500
35500	GRANT REVENUE	-	-	50,000	50,000	#DIV/0!	-
36202	CONTRACTED FIRE PROT REV	791,941	39,658	529,426	(262,515)	-33%	682,727
39205	TRF FROM GENERAL FUND	541,708	-	524,059	(17,649)	-3%	-
<b>Total Revenue</b>		<b>1,401,398</b>	<b>42,458</b>	<b>1,157,434</b>	<b>(243,964)</b>	<b>-17%</b>	<b>700,446</b>

EXPENSE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget- Variance	Percent Total Budget Remaining	Prior Year Actual
40133	ADMIN EXPENSE	23,072	-	2,000	21,072	91%	1,000
40931	UTILITIES	93,740	1,596	31,433	62,307	66%	33,972
41110	OFFICER STIPENDS	10,609	-	-	10,609	100%	-
41120	EQUIP MAINT/REPAIR	36,565	730	30,047	6,518	18%	3,022
41121	EQUIP SMALL MAINT & REPL FIRE	-	-	9,039	(9,039)	#DIV/0!	637
41131	EQUIP RADIO MAINT - FIRE	-	-	-	-	#DIV/0!	372
41135	REPORTING FEES - FIRE	-	-	6,000	(6,000)	#DIV/0!	6,000
41150	ALLOC TO FIRE COMPANIES	336,600	130,000	255,000	81,600	24%	245,000
43013	CAPITAL EXPENSE	504,249	-	66,218	438,031	87%	276,675
43031	FUEL EXPENSE	38,938	2,585	19,307	19,631	50%	22,788
43720	VEHICLE REPAIR	156,000	6,413	79,208	76,792	49%	43,558
44573	TRF TO GF	59,328	-	59,328	-	0%	-
48600	INS EXPENSE-W/C/UNEMP	-	(7,558)	67,104	(67,104)	#DIV/0!	13,740
48610	INSURANCE EXP	142,297	7,558	102,720	39,577	28%	85,471
<b>Total Expense</b>		<b>1,401,398</b>	<b>141,324</b>	<b>727,404</b>	<b>673,994</b>	<b>48%</b>	<b>732,236</b>
<b>NI/(NL)</b>			<b>(98,865)</b>	<b>430,030</b>			

JULY BUDGET TO ACTUAL REPORT-DRAFT

**08 - SEWER  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
30000	CASH RESERVE	2,644,226	-	2,644,226	-	0%	-
34100	INTEREST INCOME	70,000	13,796	67,711	(2,289)	-3%	35,581
34332	SEWER REV-CCH/SARTOMER	160,000	-	90,160	(69,840)	-44%	128,918
35500	GRANT REVENUE	1,350,000	-	225,000	(1,125,000)	-83%	71,100
36412	MONTHLY SEWER BILLINGS REV	5,301,421	256,222	3,221,826	(2,079,595)	-39%	4,009,776
36460	OUTSIDE HAULING REVENUE	410,000	98,631	190,266	(219,734)	-54%	310,279
<b>Total Revenue</b>		<b>9,935,647</b>	<b>368,649</b>	<b>6,439,189</b>	<b>(3,496,458)</b>	<b>-35%</b>	<b>4,555,653</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
40121	OFFICE SUPPLIES	6,000	509	3,998	2,002	33.36%	1,823
40122	POSTAGE & PRINTING	-	-	775	(775)	(100.00)%	1,831
40140	BANK FEES	-	-	70	(70)	(100.00)%	181
40931	UTILITIES	-	392	10,130	(10,130)	(100.00)%	4,588
40940	SERVICE CONTRACTS	11,880	952	8,715	3,165	26.64%	3,076
42007	PROFESSIONAL FEES	80,000	-	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	129,691	643,337	471,284	42.28%	628,408
42922	LAB SUPPLIES	50,000	5,604	21,861	28,139	56.27%	23,053
42925	SANITARY SEWER	75,000	23	23,504	51,496	68.66%	-
42933	SLUDGE REMOVAL	960,000	87,059	461,837	498,163	51.89%	530,346
43013	CAPITAL EXPENSE	4,915,954	87,559	394,080	4,521,874	91.98%	369,825
43031	FUEL EXPENSE	10,000	599	3,864	6,136	61.35%	5,426
43825	SALA EXP-OT	32,000	1,622	7,359	24,641	77.00%	19,523
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	3,082	198,810	144,708	42.12%	54,332
45691	Utilities- Pump Stations	22,866	-	498	22,368	97.82%	4,985
45702	EQUIP - PUMPING STATIONS	30,000	-	14,467	15,533	51.77%	-
45705	Heating Oil	35,000	3,332	38,703	(3,703)	(10.57)%	37,091
45708	GRIT REMOVAL	12,000	814	8,858	3,143	26.18%	6,041

JULY BUDGET TO ACTUAL REPORT-DRAFT

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
45724	Pump Station Repairs	8,000	-	135	7,865	98.31%	(162)
45728	ALM SULFATE	270,000	13,833	93,149	176,851	65.50%	76,053
45730	CHLORINE	13,000	3,567	8,001	4,999	38.45%	8,579
45736	LIQUID BIO	2,000	-	1,419	581	29.03%	691
45738	Equipment	70,000	3,104	38,471	31,529	45.04%	37,908
45740	POLYMER	25,000	1,519	6,263	18,737	74.94%	7,283
45744	SODA ASH	70,000	-	37,439	32,562	46.51%	25,551
45748	SODIUM BI	6,000	2,049	2,049	3,951	65.84%	-
45750	SULPHUR DI	6,000	1,250	2,500	3,500	58.33%	1,908
45751	STATE APP FEES	13,000	-	8,021	4,979	38.30%	7,939
45774	TRAINING/DUES	10,000	250	3,267	6,733	67.32%	915
45778	Lab Professional Fees	32,000	525	13,932	18,068	56.46%	14,888
45794	Aqua Sewer Billing	132,000	-	-	132,000	100.00%	73,729
45822	Plant Repairs	120,000	3,765	53,429	66,571	55.47%	31,352
45826	Generator Maint	7,000	-	-	7,000	100.00%	(1,729)
45828	HVAC Maint	13,000	-	-	13,000	100.00%	-
45830	INSTRUMENTATION	5,000	-	2,023	2,978	59.55%	2,475
47115	EMERGENCY CONTINGENCY	30,000	-	-	30,000	100.00%	(28,930)
48600	INS EXPENSE-W/C/UNEMP	161,352	9,756	87,819	73,533	45.57%	40,829
48610	INSURANCE EXP	39,797	-	51,226	(11,429)	(28.71)%	54,720
48700	INSURANCE EXP- MEDICAL	406,034	(459)	287,042	118,992	29.30%	222,316
48715	PENSION EXP-DEF CONTB	24,376	1,872	14,177	10,199	41.83%	12,281
48720	FICA EXPENSE	87,716	10,045	49,778	38,402	43.78%	49,567
<b>Total Expense</b>		<b>9,961,222</b>	<b>372,315</b>	<b>3,232,730</b>	<b>6,728,957</b>	<b>68%</b>	<b>2,400,527</b>
<b>NI/(NL)</b>			<b>(3,666)</b>	<b>3,206,459</b>			

**09 - PARKING  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
30000	CASH RESERVE	547,895	-	547,895	-	0%	-
33103	PARKING TICKET REVENUE	1,161,456	100,597	791,241	(370,215)	-32%	797,549
33104	DISTRICT COURT VIOLATIONS	146,000	8,250	72,083	(73,917)	-51%	90,294
33110	DISTRICT COURT-CONSTABLE	50,000	4,885	23,044	(26,956)	-54%	28,158
34100	INTEREST INCOME	50,000	6,845	20,229	(29,771)	-60%	25,154
36321	PARKING METER REVENUE	1,950,000	78,842	1,087,155	(862,845)	-44%	1,104,342
36322	PARKING PERMIT/LOT REVENUE	145,000	56,234	67,421	(77,579)	-54%	53,298
36323	PARKING GARAGE REVENUE	2,500,000	183,470	1,290,840	(1,209,160)	-48%	717,171
36326	PARKING GARAGE LEASED SPACE	90,530	19,556	72,650	(17,880)	-20%	213,254
36736	SOLAR/EV REVENUE	8,500	1,512	8,132	(368)	-4%	-
<b>Total Revenue</b>		<b>6,649,381</b>	<b>460,191</b>	<b>3,980,690</b>	<b>(2,668,691)</b>	<b>-40%</b>	<b>3,029,219</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
40121	OFFICE SUPPLIES	6,000	-	6,275	(275)	-5%	1,098
40122	POSTAGE & PRINTING	14,000	2,959	17,505	(3,505)	-25%	8,534
40124	LEASE PAYMENTS	9,558	2,390	10,369	(811)	-8%	11,188
40133	ADMIN EXPENSE	3,000	-	300	2,700	90%	1,166
40140	BANK FEES	250,000	30,496	59,862	190,138	76%	88,966
40430	LEGAL FEES-EMPLOYMT	20,000	-	377	19,623	98%	-
40616	CONSTABLE FEES	50,000	2,063	27,968	22,033	44%	42,240
40931	UTILITIES	75,231	3,842	24,718	50,513	67%	24,925
41313	SALARY EXPENSE-PARKING	690,730	64,388	344,714	346,016	50%	354,384
42007	PROFESSIONAL FEES	40,000	73	3,793	36,207	91%	517
42010	UNIFORMS	4,000	-	2,507	1,493	37%	2,802
43013	CAPITAL EXPENSE	1,012,896	-	176,304	836,592	83%	145,821
43031	FUEL EXPENSE	2,000	148	1,005	995	50%	859
43825	SALA EXP-OT	30,000	2,947	11,444	18,556	62%	23,812
43832	EV CHARGING EXP	4,000	-	2,480	1,520	38%	-
44518	WC BUS IMP DIST ALLOC	100,000	-	100,000	-	0%	85,000

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget - Variance	Percent Total Budget Remaining	Prior Year Actual
44521	ENFORCEMENT SOFTWARE	42,000	(2,093)	15,615	26,385	63%	31,289
44525	PARKING METER MAINT	20,000	-	2,609	17,391	87%	8,893
44545	PARKING GARAGE MAINT	145,000	6,816	119,627	25,373	17%	68,067
44549	PARKING GARAGE MGMT	536,000	-	-	536,000	100%	-
44573	TRF TO GF	2,132,100	177,675	1,243,725	888,375	42%	-
44891	TRF TO NU	68,664	-	-	68,664	100%	-
44922	ARMORED CAR SERVICE	6,000	-	4,732	1,268	21%	4,368
45758	PARKING METER SOFTWARE	138,000	-	117,109	20,891	15%	63,659
45760	OFF SITE STORAGE	275	-	1,267	(992)	-361%	211
45774	TRAINING/DUES	18,000	-	89	17,911	100%	2,650
47140	PRIN PAYMENTS	525,000	-	40,000	485,000	92%	-
47291	INT EXP- 2012C FT	21,123	-	11,061	10,062	48%	11,461
47296	INT EXP- 2016 2010 REFUND	339,108	-	169,554	169,554	50%	173,654
47299	Interest Exp 2013 Bicentennial	20,906	-	10,453	10,453	50%	13,491
48600	INS EXPENSE-W/C/UNEMP	22,755	1,672	16,649	6,106	27%	13,702
48610	INSURANCE EXP	74,324	-	64,587	9,737	13%	46,821
48700	INSURANCE EXP- MEDICAL	159,691	(178)	117,779	41,912	26%	132,079
48715	PENSION EXP-DEF CONTB	13,884	739	6,901	6,983	50%	7,989
48720	FICA EXPENSE	55,136	5,151	27,246	27,890	51%	27,219
<b>Total Expense</b>		<b>6,649,381</b>	<b>299,087</b>	<b>2,758,623</b>	<b>3,890,758</b>	<b>59%</b>	<b>1,396,865</b>
<b>NI/(NL)</b>			<b>161,104</b>	<b>1,222,067</b>			

**15 - HIGHWAY AID  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget-Variance	Percent Total Budget Remaining	Prior Year Actual
34100	INTEREST INCOME	2,500	22	94	(2,406)	-96%	74
36735	LIQUID FUELS REVENUE	419,499	-	428,077	8,578	2%	427,930
	<b>Total Revenue</b>	<b>421,999</b>	<b>22</b>	<b>428,172</b>	<b>6,173</b>	<b>1%</b>	<b>428,004</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget-Variance	Percent Total Budget Remaining	Prior Year Actual
40931	UTILITIES	-	597	3,444	(3,444)	#DIV/0!	-
43200	WINTER MAINTENANCE	50,000	-	2,263	47,737	95%	44,832
43331	TRAFFIC LIGHT MAINT	46,300	6,525	59,242	(12,942)	-28%	14,429
43333	TRAFFIC CONTROL DEVICES	10,000	-	5,523	4,477	45%	12,316
43800	ALLEYS	15,699	-	-	15,699	100%	(2,901)
49515	ROAD PAVING PROJECT	300,000	-	-	300,000	100%	5,802
	<b>Total Expense</b>	<b>421,999</b>	<b>7,122</b>	<b>70,472</b>	<b>351,527</b>	<b>83%</b>	<b>74,477</b>
	<b>NI/(NL)</b>		<b>(7,100)</b>	<b>357,699</b>			

JULY BUDGET TO ACTUAL REPORT-DRAFT

**16 - STREAM  
REVENUE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
30000	CASH RESERVE	346,000	-	346,000	-	0%	-
34100	INTEREST INCOME	25,000	1,451	23,169	(1,831)	-7%	25,442
35500	GRANT REVENUE	750,000	-	-	(750,000)	-100%	-
38015	STREAM PROT REVENUE	1,100,000	38,535	1,207,647	107,647	10%	1,174,769
39205	TRF FROM GF	60,695	-	60,695	-	0%	-
<b>Total Revenue</b>		<b>2,281,695</b>	<b>39,987</b>	<b>1,637,511</b>	<b>(644,184)</b>	<b>-28%</b>	<b>1,200,211</b>

**EXPENSE**

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
40133	ADMIN EXPENSE	38,000	194	20,832	17,168	45%	-
40410	LEGAL FEES	75,000	-	11,819	63,181	84%	17,143
42007	PROFESSIONAL FEES	95,500	-	26,697	68,803	72%	22,294
43013	CAPITAL EXPENSE	1,561,000	1,406	366,892	1,194,108	76%	180,913
43620	STORMWATER MAINTENANCE	244,563	11,188	214,477	30,086	12%	9,427
44573	TRF TO GF	242,632	-	242,632	-	0%	-
45540	TREES	25,000	-	25,000	-	0%	17,504
<b>Total Expense</b>		<b>2,281,695</b>	<b>12,788</b>	<b>908,349</b>	<b>1,373,346</b>	<b>60%</b>	<b>247,281</b>
<b>NI/(NL)</b>			<b>27,198</b>	<b>729,162</b>			

**Check Register**  
**July 31/,2025**

<b>Check Number</b>	<b>Vendor Name</b>	<b>Effective Date</b>	<b>Check Amount</b>
<b>10000 - CASH- TRUIST GENERAL FUND</b>			
ACH 070925-01	10-8 EMERGENCY VEHICLE SERVICE	7/9/2025	23,884.05
ACH 070925-02	10-8 EMERGENCY VEHICLE SERVICE	7/9/2025	2,281.44
ACH 070925-03	21st CENTURY MEDIA	7/9/2025	450.06
ACH 070925-04	ABILA	7/9/2025	934.22
ACH 070925-05	BATTAVIO HEATING COOLING	7/9/2025	2,095.00
ACH 070925-06	BRANDYWINE URBAN FOREST	7/9/2025	287.50
ACH 070925-07	CDW GOVERNMENT INC	7/9/2025	7,269.72
ACH 070925-08	CENTERSTAGE EMS	7/9/2025	800.00
ACH 070925-09	CHESTER COUNTY SOLID WASTE AUT	7/9/2025	8,330.71
ACH 070925-10	D&D AUTOWORKS	7/9/2025	49.95
ACH 070925-11	DSC SOLUTIONS LLC	7/9/2025	3,995.00
ACH 070925-12	EHRlich 1359462	7/9/2025	175.63
ACH 070925-13	GLASGOW INC	7/9/2025	638.12
ACH 070925-14	HOMELAND INDUSTRIAL SUPPLY	7/9/2025	1,314.04
ACH 070925-15	KUSSMAUL ELECTRONICS LLC	7/9/2025	768.14
ACH 070925-16	LENNI ELECTRIC CORPORATION	7/9/2025	97.00
ACH 070925-17	LENNI ELECTRIC CORPORATION	7/9/2025	225.16
ACH 070925-18	LENNI ELECTRIC CORPORATION	7/9/2025	181.32
ACH 070925-19	LUCKY SIGN SHOP	7/9/2025	1,744.00
ACH 070925-20	NEW HOLLAND AUTO GROUP	7/9/2025	131.17
ACH 070925-21	OBERMAYER REBMANN MAXWELL	7/9/2025	15,860.50
ACH 070925-22	OCCUPATIONAL HEALTH CENTER	7/9/2025	809.00
ACH 070925-23	OFFICE BASICS, INC.	7/9/2025	45.00
ACH 070925-24	PENNONI ASSOCIATES, INC.	7/9/2025	333.00
ACH 070925-25	PENNONI ASSOCIATES, INC.	7/9/2025	37.00
ACH 070925-26	PENNONI ASSOCIATES, INC.	7/9/2025	333.00
ACH 070925-27	PENNONI ASSOCIATES, INC.	7/9/2025	333.00
ACH 070925-28	PENNONI ASSOCIATES, INC.	7/9/2025	222.00
ACH 070925-29	PENNONI ASSOCIATES, INC.	7/9/2025	74.00
ACH 070925-30	PENNONI ASSOCIATES, INC.	7/9/2025	2,313.75
ACH 070925-31	PENNONI ASSOCIATES, INC.	7/9/2025	614.75
ACH 070925-32	PENNONI ASSOCIATES, INC.	7/9/2025	3,315.75
ACH 070925-33	PEOPLESARE LLC	7/9/2025	5,408.00
ACH 070925-34	REMINGTON & VERNICK ENGINEERS	7/9/2025	3,565.00
ACH 070925-35	TPS GRAPHICS	7/9/2025	200.00
ACH 070925-36	US MUNICIPAL SUPPLY - KOP	7/9/2025	2,209.29
ACH 070925-37	WEAVER'S STORE INC	7/9/2025	250.00
ACH 070925-38	WM P MCGOVERN, INC.	7/9/2025	364.00
ACH 070925-39	YERKES ASSOCIATES, INC.	7/9/2025	5,197.50
ACH 070925-40	SERVICE TIRE TRUCK CENTER, INC	7/9/2025	3,170.75
ACH 070925-41	TONY'S EMERGENCY SERVICES	7/9/2025	170.00
ACH 070925-45	CHARLES BLOSENSKI DISPOSAL CO.	7/9/2025	300.00

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Check Number	Vendor Name	Effective Date	Check Amount
ACH 070925-46	CHESTER COUNTY SOLID WASTE AUT	7/9/2025	572.05
ACH 070925-47	EUROFINS ENVIRONMENT TESTING	7/9/2025	2,171.50
ACH 070925-48	GRAINGER acct 851582031	7/9/2025	214.13
ACH 070925-49	HACH COMPANY	7/9/2025	219.22
ACH 070925-50	OFFICE BASICS, INC.	7/9/2025	368.40
ACH 070925-51	PENDERGAST SAFETY EQUIPMENT	7/9/2025	328.05
ACH 070925-52	USA BLUE BOOK	7/9/2025	808.85
ACH 070925-53	USALCO	7/9/2025	13,898.96
ACH 070925-54	Y-PERS	7/9/2025	367.70
ACH 070925-55	ZEP SALES & SERVICE	7/9/2025	102.86
ACH 070925-60	DAVE COX JR	7/9/2025	1,100.00
ACH 070925-61	GOSHEN SIGN PRODUCTS	7/9/2025	1,425.00
ACH 070925-62	LESLIE HENRY	7/9/2025	550.00
ACH 070925-63	LENNI ELECTRIC CORPORATION	7/9/2025	386.08
ACH 070925-64	MARKET STREET PRINT	7/9/2025	115.00
ACH 070925-65	WILDLAWN - ARCHEWILD	7/9/2025	3,579.00
	<b>Total</b>		<u>126,984.32</u>
<b>10015 - CASH-TRUIST HIGHWAY AID</b>			
2356	NATIONAL HIGHWAY PRODUCTS, INC	7/7/2025	378.48
2357	SIGNAL SERVICE, INC.	7/7/2025	1,358.60
2358	KELLY INDUSTRIAL SUPPLY	7/15/2025	71.93
2359	LENNI ELECTRIC CORPORATION	7/15/2025	720.44
2360	PECO acct 5483214000	7/15/2025	597.07
2361	SIGNAL SERVICE, INC.	7/15/2025	2,944.10
	<b>Total</b>		<u>6,070.62</u>
<b>10037 - CASH- SANTANDER BANK GF</b>			
016995	ACE HARDWARE OF WEST CHESTER	7/7/2025	269.09
016996	JOSEPH & CYNTHIA ALLEN	7/7/2025	1,236.48
016997	EAGLE POWER KUBOTA	7/7/2025	275.81
016998	DAVID GERBER	7/7/2025	73.33
016999	GL SAYRE INC - CONSHOHOCKEN	7/7/2025	2,527.62
017000	JOSEPH HUNSICKER	7/7/2025	4,200.00
017001	KEITH KUROWSKI -WC PARKS & REC	7/7/2025	218.36
017002	MCDONALD UNIFORM COMPANY	7/7/2025	1,662.90
017003	SCHNEPS PHILLY LLC	7/7/2025	750.00
017004	DAVID MORRIS	7/7/2025	1,000.00
017005	PENNONI ASSOCIATES, INC.	7/7/2025	849.00
017006	PENNONI ASSOCIATES, INC.	7/7/2025	1,580.75
017007	RBC Wealth Management	7/7/2025	29,207.25

**Check Register**  
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Check Number	Vendor Name	Effective Date	Check Amount
017008	RBC Wealth Management	7/7/2025	28,346.51
017009	SAFELITE AUTO GLASS	7/7/2025	1,157.33
017010	SCHEIER PROJECT -Kevin Scheier	7/7/2025	800.00
017011	SHERWIN-WILLIAMS CO	7/7/2025	328.52
017012	TOTAL EQUIPMENT SOLUTIONS	7/7/2025	7,993.48
017013	WINDLES WATER WORKS INC	7/7/2025	57.50
017014	QNB BANK	7/14/2025	12,565.02
017015	ACE HARDWARE OF WEST CHESTER	7/15/2025	2,406.00
017016	Radiotronics DBA ACE K9	7/15/2025	919.09
017017	DELAWARE CO COMMUNITY COLLEGE	7/15/2025	2,478.00
017018	E.M. KUTZ, INC.	7/15/2025	364.47
017019	GAILLYNN GILES	7/15/2025	500.00
017020	GoTo TECHNOLOGIES USA INC	7/15/2025	2,450.00
017021	HILL ARCHIVE	7/15/2025	366.54
017022	JOE KENNEY BAND	7/15/2025	1,200.00
017024	LULU SHRINE CLOWNS	7/15/2025	275.00
017025	MCDONALD UNIFORM COMPANY	7/15/2025	576.07
017026	NEW PIG	7/15/2025	628.04
017027	NJ E-ZPASS	7/15/2025	31.00
017028	PA TRNPK TOLL BY PLATE	7/15/2025	12.98
017029	SHERWIN-WILLIAMS CO	7/15/2025	580.50
017030	VERIZON 842448578-00001	7/15/2025	410.68
017031	US TREASURY - IRS	7/21/2025	773.81
017032	10-8 EMERGENCY VEHICLE SERVICE	7/21/2025	4,614.53
017033	21st CENTURY MEDIA	7/21/2025	824.04
017034	ANDREW'S LAWN & LANDSCAPING	7/21/2025	8,275.00
017035	BE ROOTED LLC	7/21/2025	132.00
017036	BEST LINE EQUIPMENT	7/21/2025	1,771.09
017037	BFI King of Prussia - 4586	7/21/2025	4,740.24
017038	BUCKLEY,BRION,MCGUIRE,MORRIS	7/21/2025	5,339.18
017039	BRANDYWINE URBAN FOREST	7/21/2025	1,063.75
017040	CALLTOWER, INC	7/21/2025	5,616.85
017041	KEYSTONE PARTNERS, LLC	7/21/2025	15,262.50
017042	CDA PRINTING	7/21/2025	330.00
017043	CDW GOVERNMENT INC	7/21/2025	7,317.82
017044	CHESTER COUNTY SOLID WASTE AUT	7/21/2025	8,393.79
017045	COHEN LAW GROUP	7/21/2025	3,066.66
017046	CORPORATE LAMP & ELEC RECYCL	7/21/2025	156.00
017047	ESRI Environ Systems Res Inst	7/21/2025	120.00
017048	FRED BEANS FORD - WEST CHESTER	7/21/2025	234.49
017049	GLASGOW INC	7/21/2025	106.00
017050	GRAINGER acct 851582056	7/21/2025	334.70
017051	GRAPHIC IMPRESSIONS OF AMERICA	7/21/2025	370.00
017052	H A DEHART & SON	7/21/2025	34,010.00
017053	HEIDELBERG MATERIALS NE LLC	7/21/2025	427.70
017054	HORGAN TREE EXPERTS	7/21/2025	5,960.00
017055	INTERSTATE BATTERIES	7/21/2025	472.35

**Check Reguster**  
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Check Number	Vendor Name	Effective Date	Check Amount
017056	LANGUAGE LINE SERVICES INC	7/21/2025	58.70
017057	LENNI ELECTRIC CORPORATION	7/21/2025	687.55
017058	LUCKY SIGN SHOP	7/21/2025	1,149.00
017059	MAILLIE. LLP	7/21/2025	10,000.00
017060	MCCARTHY TIRE SERVICE	7/21/2025	1,434.91
017061	MOCKENHAUPT	7/21/2025	500.00
017062	MOTOROLA SOLUTIONS INC	7/21/2025	18,750.00
017063	NEW HOLLAND AUTO GROUP	7/21/2025	1,370.27
017064	Nexgen Automation, Inc.	7/21/2025	2,639.79
017065	OCCUPATIONAL HEALTH CENTER	7/21/2025	725.35
017066	OPTIMAL MASSAGE & MOVEMENT	7/21/2025	750.00
017067	PA MUNICIPAL HEALTH - BENECON	7/21/2025	411,286.90
017068	PENNONI ASSOCIATES, INC.	7/21/2025	296.00
017069	PENNONI ASSOCIATES, INC.	7/21/2025	148.00
017070	PENNONI ASSOCIATES, INC.	7/21/2025	74.00
017071	PENNONI ASSOCIATES, INC.	7/21/2025	37.00
017072	PENNONI ASSOCIATES, INC.	7/21/2025	37.00
017073	PENNONI ASSOCIATES, INC.	7/21/2025	37.00
017074	PENNONI ASSOCIATES, INC.	7/21/2025	2,900.50
017075	PENNONI ASSOCIATES, INC.	7/21/2025	185.00
017076	REMINGTON & VERNICK ENGINEERS	7/21/2025	697.50
017077	STATE CHEMICAL SOLUTIONS	7/21/2025	598.58
017078	TD WEALTH OPERATIONS	7/21/2025	1,050.00
017079	THOMAS COMITTA ASSOCIATES	7/21/2025	1,604.55
017080	TECHNICAL LEARNING COLLEGE	7/21/2025	250.00
017081	TRAVELERS	7/21/2025	426.00
017082	US MUNICIPAL SUPPLY - KOP	7/21/2025	750.53
017083	WB MASON C3107820	7/21/2025	1,902.60
017084	WEST CHESTER OUTDOOR ADVERT	7/21/2025	1,600.00
017085	WETZEL GAGLIARDI FETTER LAVIN	7/21/2025	3,854.00
017086	WM P MCGOVERN, INC.	7/21/2025	100.00
017087	YALE ELECTRIC SUPPLY CO	7/21/2025	163.39
017088	YCG, Inc.	7/21/2025	275.00
017090	GAVIN STORLAZZI	7/31/2025	1,715.29
017091	AARON FLOOK	7/31/2025	1,667.18
ACH 070925-66	OTIS ELEVATOR CO	7/9/2025	560.76
AUTO 070825-01	CINTAS (19892321 POLICE)	7/8/2025	185.72
AUTO 070825-02	NAPA DOWNINGTOWN	7/8/2025	251.42
AUTO 070825-03	NEW HORIZON COMMUNICATIONS	7/8/2025	1,386.92
AUTO 070825-04	PECO group acct 1669154111	7/8/2025	121,097.07
AUTO 070825-05	ROTHWELL DOCUMENT SOLUTIONS	7/8/2025	1,467.74
AUTO 070825-06	SPECTROTEL	7/8/2025	92.33
AUTO 070825-07	VERIZON 550-028-687-0001-46	7/8/2025	94.29
AUTO 070825-08	VERIZON CONNECT #100000100806	7/8/2025	567.00

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Check Number	Vendor Name	Effective Date	Check Amount
AUTO 072125-01	AMERICAN UNITED LIFE INS CO	7/21/2025	6,369.63
AUTO 072125-02	CINTAS (21395723 PUBLIC WORKS)	7/21/2025	1,207.92
AUTO 072125-04	NAPA DOWNINGTOWN	7/21/2025	510.92
AUTO 072125-05	PITNEY BOWES - PURCHASE POWER	7/21/2025	394.00
AUTO 072125-20	U-COMP	7/22/2025	736.32
<b>Total</b>			<b>822,653.45</b>
<b>10038 - CASH-SANTANDER BANK SEWER</b>			
12251	ACE HARDWARE OF WEST CHESTER	7/7/2025	56.08
12252	COMMONWEALTH OF PA CHAPTER 302	7/7/2025	150.00
12253	EAGLE CONTRACTING, INC.	7/7/2025	4,375.00
12254	EAGLE POWER KUBOTA	7/7/2025	104.50
12255	RBC Wealth Management	7/7/2025	1,496.76
12256	RBC Wealth Management	7/7/2025	1,507.38
12257	WINDLES WATER WORKS INC	7/7/2025	216.00
12258	ACE HARDWARE OF WEST CHESTER	7/15/2025	248.66
12259	COMMONWEALTH OF PA CHAPTER 302	7/15/2025	150.00
12260	EAGLE POWER KUBOTA	7/15/2025	13.03
12261	CALLTOWER, INC	7/21/2025	103.59
12262	EHRlich 1350622	7/21/2025	951.81
12263	GRAINGER acct 851582031	7/21/2025	943.99
12264	GRAINGER acct 820017598	7/21/2025	126.12
12265	KELLY INDUSTRIAL SUPPLY	7/21/2025	146.20
12266	MCGOVERN ENVIRONMENT LLC	7/21/2025	23,924.46
12267	PA MUNICIPAL HEALTH - BENECON	7/21/2025	83,460.87
12268	TIFCO INDUSTRIES	7/21/2025	273.50
12269	UNIVAR SOLUTIONS USA INC.	7/21/2025	2,049.42
AUTO 070825-10	FEDEX acct 6440-7025-5	7/8/2025	86.52
AUTO 070825-11	NEW HORIZON COMMUNICATIONS	7/8/2025	946.21
AUTO 070825-12	ROTHWELL DOCUMENT SOLUTIONS	7/8/2025	14.81
AUTO 072125-06	AMERICAN UNITED LIFE INS CO	7/21/2025	767.29
AUTO 072125-07	NAPA DOWNINGTOWN	7/21/2025	27.80
AUTO 072125-22	U-COMP	7/22/2025	282.58
<b>Total</b>			<b>122,422.58</b>
<b>10039 - CASH-SANTANDER PARKING TICKET</b>			
8895	JOHN A DIROCCO GEN CONTRACTORS	7/2/2025	28,804.45
8896	ACE HARDWARE OF WEST CHESTER	7/7/2025	196.44
8897	RBC Wealth Management	7/7/2025	990.86
8898	RBC Wealth Management	7/7/2025	982.42
8899	ALL POINTS SECURITY CO. INC.	7/15/2025	80.00
8900	CUMMINS ALLISON CORP	7/15/2025	220.41
8901	GARY ARNOLD	7/21/2025	192.50
8902	BUCKLEY,BRION,MCGUIRE,MORRIS	7/21/2025	367.50
8903	CALLTOWER, INC	7/21/2025	172.65
8904	Eastern Armored Services, Inc.	7/21/2025	676.00
8905	STEVE FORCE	7/21/2025	1,100.00
8906	GLENN MARKLEY	7/21/2025	550.00

**Check Register**  
**July 31/,2025**

Check Number	Vendor Name	Effective Date	Check Amount
8907	OTIS ELEVATOR CO	7/21/2025	9,632.19
8908	PA MUNICIPAL HEALTH - BENECON	7/21/2025	24,375.94
8909	PSX, INC	7/21/2025	1,127.58
8910	WINDCAVE INC.	7/21/2025	5,146.56
AUTO 070825-15	CINTAS (21452567 PARKING)	7/8/2025	279.12
AUTO 070825-16	NEW HORIZON COMMUNICATIONS	7/8/2025	1,154.15
AUTO 070825-17	REPUBLIC SERVICES #319	7/8/2025	3,313.71
AUTO 070825-18	ROTHWELL DOCUMENT SOLUTIONS	7/8/2025	148.06
AUTO 072125-08	AMERICAN UNITED LIFE INS CO	7/21/2025	315.60
AUTO 072125-09	Enterprise FM Trust	7/21/2025	0.00
AUTO 072125-24	U-COMP	7/22/2025	335.62
<b>Total</b>			<b>80,161.76</b>
<b>10041 - CASH-SANTANDER BANK SPF</b>			
7282	PREMIER CONCRETE, INC.	7/15/2025	52,820.00
7283	PREMIER CONCRETE, INC.	7/17/2025	118,120.30
7284	BEST LINE EQUIPMENT	7/21/2025	3,106.55
7285	PENNONI ASSOCIATES, INC.	7/21/2025	138.50
7286	PENNONI ASSOCIATES, INC.	7/21/2025	1,388.00
<b>Total</b>			<b>175,573.35</b>
<b>10044 - CASH-SANTANDER ARP</b>			
1119	JOHNSON MIRMIRAN THOMPSON INC	7/21/2025	19,669.50
<b>Total</b>			<b>19,669.50</b>
<b>10045 - CASH-SANTANDER BANK FIRE FUND</b>			
1580	COPPERHEAD REFINISHING	7/7/2025	1,268.00
1581	GLICK FIRE EQUIPMENT CO.,INC.	7/7/2025	3,021.18
1582	Justin McClure WCFD Reporting	7/7/2025	3,000.00
1583	PHOENIX FIRE LLC	7/7/2025	4,500.00
1584	COMPRESSED AIR SYSTEMS, INC.	7/15/2025	1,905.00
1585	WC FIRE DEPARTMENT	7/15/2025	130,000.00
1586	10-8 EMERGENCY VEHICLE SERVICE	7/21/2025	3,452.53
1587	BEST LINE EQUIPMENT	7/21/2025	70.99
1588	GLICK FIRE EQUIPMENT CO.,INC.	7/21/2025	505.47
1589	SERVICE TIRE TRUCK CENTER, INC	7/21/2025	2,367.03
1590	WITMER PUBLIC SAFETY GROUP	7/21/2025	4,147.00
AUTO 070825-20	NEW HORIZON COMMUNICATIONS	7/8/2025	66.89
AUTO 072125-10	AT&T MOBILITY #287321500167	7/21/2025	150.92
<b>Total</b>			<b>154,455.01</b>

## AGENDA

### Finance & Revenue Committee of Borough Council

Date: Wednesday, July 9, 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)
  - B. Pension fund update
- V. Old Business
  - A. Approve June 2025 meeting minutes (attachment)
  - B. Discuss 2025 Christmas Parade  
*Issue: Discuss support and fees for the 2025 parade. **Committee proposed entering into an MOU with Chamber for support of parade with a cap of \$10k per year. MOU will be updated after ratification of police CBA. This will move forward to Work Session Agenda as 3-0 recommendation.***
- VI. New Business
  - A. Motion to approve purchasing requests (attachment): **Approved 3-0**
    - a. JJ Outdoor Services LLC for \$14,369.50
    - b. Johnson Controls for \$16,250.00
    - c. NexGen for \$30,284.00
    - d. USALCO for \$12,835.20
    - e. Witmer Public Safety for \$15,395.60
    - f. Great Lakes Recreation – DBA Boyce Recreation for \$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](http://www.west-chester.com) for access to all attachments.

Agendas are posted to [www.west-chester.com](http://www.west-chester.com) by noon 3 business days prior to the meeting.

July 30, 2025

Brian Kulakowsky  
West Goshen Township  
1025 Paoli Pike  
West Chester, PA 19380

**Subject: Planning and Engineering Support Services  
West Chester University Master Plan**

Dear Mr. Kulakowsky:

Urban Engineers, Inc. (Urban) is pleased to submit our proposal to West Goshen Township and Borough of West Chester for Planning and Engineering Support Services associated with the review of the West Chester University Master Plan and associated applications.

We understand that the project involves both municipalities and as such, would require a comprehensive review of the project as well as separate reviews for each respective municipality and their codes and ordinances.

#### **PROJECT UNDERSTANDING**

Urban will provide the following services:

- Planning Review
  - Third Party assessment of Master Plan
  - Review Conditional Use Application in accordance with applicable municipal ordinances and codes
  - Provide written memorandum with review comments for each municipality
  - Attend and provide testimony at West Goshen Township Board of Supervisors Conditional Use Hearing(s)
  - Attend and provide testimony at Borough of West Chester Conditional Use Hearing(s)
- Engineering Review
  - Third Party assessment of Master Plan
  - Staff are available for specific analysis on an as-needed basis i.e. traffic analysis, site/land development, etc.

It is assumed that the project will involve two separate contracts: one for the Borough of West Chester and one for West Goshen Township. Review of the Master Plan and Conditional Use Application will be split evenly by the municipalities while attendance and testimony at each meeting will be billed solely to the respective municipality.

**PERSONNEL**

Urban proposes to provide the following staff members for the review of the master plan and applications.

<b>Staff</b>	<b>Role</b>	<b>2025 Hourly Billing Rate**</b>
Danielle Baer, PP, AICP*	Project Manager/Planning Review	\$150/hr
Matt Reese, PE, AICP	Planning/Engineering Review	\$170/hr
Mike Thomas, PE	Engineering Review	\$230/hr
Chris Burke, PE, PTOE	Traffic Analysis	\$225/hr
Abbey Gancz, PE, LEED AP	QAQC	\$190/hr

\* Staff anticipated to attend public meetings.

\*\*Hourly Billing Rates are subject to change as of January 1, 2026.

In addition to the rates provided above, it is assumed that the respective municipalities will also reimburse mileage costs associated with meeting attendance. This cost is equivalent to the standard IRS mileage rate, \$0.70 per mile (subject to change as determined by the IRS).

Please see attached our standard business conditions Authorization to Proceed. If selected, please have a representative from each municipality sign and return the Authorization to Proceed.

Should you have any questions, please feel free to contact me.

Very truly yours,

**URBAN ENGINEERS, INC.**



Danielle A. Baer, PP, AICP  
Senior Planner

**AGREEMENT AND AUTHORIZATION TO PROCEED**

I have read Urban Engineers, Inc.'s July 30, 2025 proposal for Planning and Engineering Support Services associated with the West Chester University Master Plan Review and hereby authorize Urban to proceed with the work. I fully agree that this authorization commits West Goshen Township and Borough of West Chester to retaining Urban for the scope of work, fee, general conditions, and other business conditions described in the cited proposal.

My signature below authorizes Urban to proceed.

Signature \_\_\_\_\_

Name/Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

URBAN ENGINEERS PRINCIPAL APPROVAL: \_\_\_\_\_

DATE: \_\_\_\_\_

## GENERAL CONDITIONS

**1. Services.** The Engineer will perform its services in whatever manner and to the extent that the client may require and as reasonably consistent with the Scope of Engineer's Services defined in the letter bearing this Exhibit.

**2. Coordination of Services.** The Engineer's scope of services will be performed in character, sequence, and timing so that they will be coordinated with those of the client.

**3. Payments.** Invoices will generally be submitted once per month for services performed during the previous month. Payment will be due within 30 days of invoice date. Interest will be added to accounts in arrears at the rate of 1-1/2% per month (18% per annum) or the maximum rate allowed by law, whichever is the lesser, of the outstanding balance. (In the event Urban files suit to enforce overdue payments, Client will reimburse Urban for all court costs and reasonable attorneys' fees.) Urban shall be entitled, without breach of Contract, to suspend or terminate, at its sole option, its obligations under the Agreement if any invoice is not paid within 30 days of receipt.

**4. Personnel Expenses.** Unless otherwise provided in Urban's proposal, "Direct Personnel Expense" is defined as the direct salary of all the Engineer's personnel engaged on the project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits. Overtime will be charged for out of office services provided by staff member employees when these services require more than 8 hours per day, including travel. Overtime is charged at a rate of 1.5 times the regular hourly rate.

**5. Reimbursable Expenses.** Unless otherwise provided in Urban's proposal, the following items of direct non-salary expenses shall be billed at Urban's cost plus 15 percent:

- A. Transportation and living expenses incurred for out of town projects.
- B. Long distance telephone calls, facsimiles, telegrams and cables.
- C. Delivery charges for samples, field testing equipment, etc.
- D. Laboratory equipment and instrumentation directly identifiable to the project.
- E. Purchase of specialized equipment and rental of

equipment from outside vendors.

F. Photographs for project records and reproduction of drawings and reports.

G. Computer services provided by outside vendors.

H. Drafting and typing services and other labor provided by outside contract personnel.

I. Use of rental vehicles.

This Schedule of Fees will be utilized for a period of 6 months from the date of submission unless otherwise provided in the Agreement. It is subject to revisions at six month intervals unless otherwise stipulated in the Agreement.

**6. Engineers' Accounting Records.** Records of Reimbursable Expenses and expenses pertaining to services performed on the Project shall be kept on the basis of generally accepted accounting principles and shall be available to the Client at mutually convenient times.

**7. Ownership and Use of Documents.** Drawings, Schedules, and Specifications prepared by the Engineer as instruments of services are and shall be the property of Urban whether the Project for which they are made is executed or not. The Client shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules, and Specifications for such information and reference. The Drawings, Schedules, and Specifications shall not be used by the client on other projects, or for completion of this Project by others (provided the Engineer is not in default under this Agreement), except by agreement in writing and with appropriate compensation to the Engineer. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Client's or the Engineer's rights.

**8. Client's Responsibilities.** The Client shall facilitate the exchange of information among the consultants retained by the Client as necessary for the coordination of their work. The Client will provide the Engineer with all existing information relating to the Project which Engineer may request including identity of other Engineers on the Project and the scope of services. If the Client becomes aware of any fault or defect in the Project or the Engineer's services, the Client will promptly notify the Engineer. The Client shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.

**9. Engineer's Role During Construction.** It is understood that the Engineer is not responsible for

construction of the Project, and that the Engineer is not responsible for the acts or omissions of any contractor, subcontractor, or material supplier, for safety programs or enforcement, or for construction means, methods, programs or enforcement, or for construction means, methods, techniques, sequences, and procedures employed by the Client, its agents, subcontractors, officers, employees or persons acting on their behalf. The Client's construction contractor shall be solely responsible for the construction means, methods, techniques, sequence or procedures for all safety precautions and programs in connection with the work, compliance with OSHA regulations, and for the act or omissions of himself, all subcontractors, or any other persons performing any of the work or for the failure of any of them to carry out the work in accordance with the contract documents, statutes, laws, and ordinances, permits or regulations. It is the express intent of this provision that the Client's Construction Contractor is solely responsible for job-site safety on the work. Neither Urban, its Engineer, or its project manager or any of its designees have any responsibility for, or control of, the implementation of the Client's Construction Contractor safety program. Any program monitoring the performance of the work implemented by Urban, its engineers, project managers or any of their designees shall not be deemed to be the exercise of control, or the right to control, of the Client's Construction Contractor implementation of the means, methods, sequencing and over-sight of the safety programs of the Client. This paragraph also applies to any initial submission of any Client Construction Contractor Safety Program to Urban for review and suggested modifications.

**10. Indemnification.** To the fullest extent permitted by law, the Client shall indemnify and hold harmless Urban, its engineers, project manager, and agents and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work, providing such claim, damages, loss or expenses contributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the "work itself". This obligation extends to any damages or injuries or causes of actions alleged to result in whole or in part by the negligence of Urban, its engineers, project

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<sup>1</sup> Environmental Liability includes, but is not limited to specification of a product, material or process containing a hazardous substances; failure to detect the existence or proportion of hazardous substances in a product, material or process; the abatement, replacement or removal of a product, material or process containing hazardous substances; and also includes activities resulting in the actual, alleged or threatened discharge, dispersal release or escape of pollutants ("pollutants" mean

managers, and their agents, servants and employees, except as limited below. The obligation of the client under this paragraph shall not extend to the liability of any design professional and agents and employees of any of them arising out of (1) the preparation of inclusion of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give direction or instructions by the design professional and the agents and employees of any of them, providing such giving or failure to give is the primary cause of the injury or damage. It is understood and agreed that, in seeking the professional services of Urban under this Agreement, Client may be requesting Urban to undertake uninsurable obligations for Client's benefit involving the presence or potential presence of hazardous substances. Therefore, Urban's indemnification of Client shall not include loss or damage arising out of or relating to hazardous waste handling, transportation, treatment, storage, disposal, or cleanup or other Environmental Liability.<sup>1</sup> Subject to the foregoing and the "Limitation of Liability" contained in Article 13 hereof, Urban shall indemnify Client for loss or damage caused by the sole professional negligence, errors or omissions of Urban in the performance of the work under this Agreement. When and to the extent Urban arranges on behalf of the Client for the handling, transportation, treatment, storage or disposal of hazardous substances or wastes, Client shall release, indemnify, hold harmless and defend Urban from any and all claims, demands, judgments or other liability associated with such activity except if transported solely by Urban. Any manifests or forms in connection with such activity shall be executed by or in the name of Client. The Parties do not intend Urban to be a generator or transportation of such hazardous substances in the performance of the work hereunder. Client hereby indemnifies and holds harmless (including reasonable attorneys' fees) Urban and any employee or agent against all liability to third parties (other than liability solely the fault of Urban) arising from or in connection with the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights in connection with the performance of the work hereunder. Client's obligation to indemnify Urban or any employee or agent thereof will survive the expiration or termination of this Agreement by either party for any reason. Urban shall promptly

any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, nuclear material waste and waste materials to be recycled, reconditioned or reclaimed) and also any material that is toxic, carcinogenic, mutagenic, biologically infectious, explosive, flammable or characterized as hazardous under applicable federal, state or local law.

notify Client of any third party claim known to Urban and Client may, at its option, conduct the defense of any such third party action and Urban shall cooperate with such defense.

**11. Insurance.** Urban is protected by Workers' Compensation Insurance, Professional Liability Insurance, and by Standard Public Liability Insurance. Upon request, Urban will furnish information and Certificates of Insurance. Urban will not be responsible for any loss, damage or liability beyond the amounts, limits and conditions of such insurance. Urban will not be responsible for any loss, damage or liability arising from Client's negligent acts, errors and omissions and those of Client's staff, consultants, contractors and agents or from those of any person for whose conduct Urban is not legally responsible.

**12. Standard of Care.** In accepting this Agreement for professional services, Client acknowledges the inherent risks associated with the performance of the proposed services. Accordingly, Urban warrants that in performing professional services, Urban will use that degree of care and skill ordinarily exercised under similar circumstances by members of the profession practicing in the same or similar locality. Estimates of cost, approvals, recommendations, opinions and decisions by Urban are made on the basis of Urban's experience, qualifications and professional judgment and are not to be construed as warranties or guarantees. All other warranties, expressed or implied, are hereby disclaimed, unless agreed to in writing by Urban, for a separate fee and specifically referencing this paragraph.

**13. Limitation of Liability.** Notwithstanding any other provision of these General Conditions, for any damage or costs resulting from any cause, loss or damage, arising from this Agreement, including Urban's strict liability error, omission or other professional negligence in the performance of Urban's services, the liability of Urban to all claimants will be limited to an aggregate sum not to exceed the fee for professional services as computed from the Standard Schedule Fees or the limits of Urban's collectable liability insurance, whichever is lesser. If Client requires the limitation of liability to be extended beyond the specified dollar limit, Urban will obtain project Professional Liability Insurance coverage for the greater limits, if available. The cost to obtain additional insurance coverages shall be paid by Client. It is specifically acknowledged that there are certain uninsurable risks involved in some services provided by Urban. Any request for this option must be made at the time Client accepts Urban's proposal. In no event shall either Party be liable to the other for

special, indirect, incidental or consequential damages whether or not such damages were foreseeable at the time of the commencement of the Work.

**14. Wastes on Site.** It is hereby understood that Urban shall have no responsibility for the presence, handling, removal or disposal of, or exposure of persons to wastes, pollution, toxic substances, or any other material on site, whether or not classified as "hazardous" by any governmental agency. Client recognizes that when it is known, assumed or suspected that hazardous materials exist on or beneath the surface of the site of the Project or within any structure thereon, certain sampling materials or residues, such as drill cuttings and drilling fluids or asbestos removed for sampling, should be handled as if hazardous or contaminated. Accordingly when sampling is included in the scope of services and when determined by Urban in its sole and exclusive judgment to be necessary based on Urban's assessment of the degree of contamination, hazard and risk, Urban will promptly inform Client that containerization and labeling of wastes or residues will be performed. Urban will appropriately contain and label such materials and will leave the containers on site for proper, lawful removal, transport and disposal by Client. Client waives any claim against Urban and agrees to indemnify, defend and hold Urban Harmless from any claim or liability for injury or loss which may arise as a result of the drill cuttings, drilling fluids or other assumedly hazardous materials being left on the site of the project after containerization by Urban. It is Urban's established policy not to accept title to hazardous materials and to neither store such materials nor contract to store such materials.

**15. Hazardous Materials.** In consideration of the substantial risks to Urban posed by the presence or suspected presence of asbestos or hazardous or toxic materials on or about the project site, the Client agrees, to the fullest extent permitted by law, to indemnify, defend, and hold harmless Urban, its officers, directors, employees, agents and independent consultants and any of them from all claims and losses, including remediation costs, reasonable attorneys' fees and defense costs, arising out of, or in any way connected with, the performance or nonperformance of the obligations under this Agreement unless and until there has been an adjudication by a court or forum of competent that the claims at issue were caused primarily by the negligence of Urban.

**16. Biological Pollutants.** Unless explicitly stated otherwise in Urban's scope of services, Urban's scope of services does not include the investigation or detection of the presence of any biological pollutants

in or around any structure. Client agrees that Urban will have no liability for any claim regarding bodily injury or property damage alleged to have arisen from or to have been caused by the presence of or exposure to any biological pollutants in or around any structure. In addition, Client will defend, indemnify, and hold harmless Urban from any third-party claim for damages alleged to have arisen from or to have been caused by the presence of or exposure to any biological pollutants in or around any structure, except for damages arising from or caused by Urban's sole negligence. The term "biological pollutants" includes, but is not limited to, molds, fungi, spores, bacteria, viruses, and the byproducts of any such biological organisms.

**17. Shop Drawing Review.** If set forth in writing as a part of the scope of work for the Project, Urban shall review and approve Contractor submittals, such as shop drawings, product data, samples and other data, as required by Urban, but only for the limited purpose of checking for reasonable conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of calculations, details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. Urban's review shall be conducted with reasonable promptness while allowing sufficient time in the Urban's judgment to permit adequate review. Review of a specific item shall not indicate that the Urban has reviewed the entire assembly of which the item is a component. The Urban shall not be responsible for any deviations from the contract documents not brought to the attention of Urban in writing by the Contractor. Urban shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

**18. Americans with Disabilities Act (ADA).** The ADA provides that it is a violation to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The client acknowledges that the requirements of the ADA will be subject to various and possibly contradictory interpretations. It is further recognized that the ADA is a federal civil rights legislation that is not part of, or known to be compatible with, state or local law, codes and regulations governing construction. Therefore, Urban will use reasonable professional engineering

efforts to interpret applicable ADA requirements and other federal, state, and local rules, codes, ordinances and regulations as they apply to the project. Urban cannot and does not warrant or guarantee that the project will comply with interpretations or court opinions of ADA requirements notification requirement on all contractors, subcontractors or material men, of any tier, and shall require all subcontracts entered into at any level to contain a like requirement. Failure of the Client, and any of the entities recited in this paragraph to notify Urban, in writing, subject to the other provisions of this Agreement, shall relieve Urban of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given. Payments to Urban shall not be withheld, postponed or made contingent on the construction, completion or success of the project; or, upon receipt by the Client of additional or offsetting reimbursement or credit from other parties causing Additional Services or expenses. No withholding, deductions or offsets shall be made from Urban's compensation for any reason unless Urban has been found to be legally liable for such amounts by a court of competent jurisdiction.

**19. Delays.** Urban is not responsible for delays caused by factors beyond Urban's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client or Owner to furnish timely information or approve or disapprove Urban's services or work product promptly, or delays caused by the Client or its contractors, subcontractors, material men, consultants or subconsultants of any level. When such delays beyond Urban's reasonable control occur, the Client agrees that Urban is not responsible for damages, nor shall Urban be deemed to be in default of this agreement.

**20. Termination.** Either the Client or Urban may terminate this Agreement at any time with or without cause upon giving the other party ten (10) calendar days prior written notice. The Client shall within ten (10) calendar days of termination pay Urban for all services rendered and all costs incurred up to the date of termination, in accordance with the compensation provisions of this contract.

**21. Timeliness of Performance.** Urban acknowledges the importance to the client of timely performance and agrees to put forth reasonable professional efforts in performing the services with due diligence under this Agreement. The Client understands, however, that Urban's professional

performance must be governed by sound professional practices, and/or other federal, state and local laws, rules, codes, ordinances and regulations as they may apply to the project. Urban strongly advises the Client to obtain appropriate legal counsel with respect to compliance with the ADA.

**22. Certificate of Merit.** The Client shall make no claim for professional negligence, either directly or in a third party claim, against Urban unless the Client has first provided Urban with a written certification executed by an independent design professional currently practicing in the same discipline as Urban and licensed to practice in the (pick appropriate state – see Urban Legal if unsure). This certification shall: a) contain the name and license number of the certifier; b) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of a professional performing similar services under similar circumstances; and, c) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to Urban not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any proceeding before a tribunal of competent jurisdiction.

**23. Betterment.** If, due to Urban's error, any required item or component is omitted from the documents produced by Urban for the project, Urban shall not pay for the cost to add such item or component to the extent that such item or component would have been otherwise necessary to the project or otherwise adds value or betterment to the project. In no event will Urban be responsible for any cost or expense that provides betterment, upgrade or enhancement of the project.

**24. Certifications, Guarantees and Warranties.** Notwithstanding any other paragraph of this Agreement and in no way limiting or abridging their effectiveness, Urban shall not be required to sign any document, no matter by whom requested, that would result in Urban's having to certify, guarantee or warrant the existence of conditions whose existence Urban cannot ascertain. The client also agrees not to make resolution of any dispute with Urban or payment of any amount due to Urban in any way contingent upon Urban's signing any such certification.

**25. Changed Conditions.** The client shall rely upon Urban's professional judgment as to the continued adequacy of this Agreement in light of occurrences or discoveries that were not originally contemplated by or unknown to Urban. Should Urban call for contract renegotiation, Urban shall identify the changed

condition necessitating renegotiation and Urban and the Client shall promptly and in good faith enter into renegotiation of this agreement. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate the agreement.

**26. Consequential Damages.** Notwithstanding any other provision of the Agreement, neither party shall be liable to the other for any consequential damages incurred due to the fault of the other party, regardless of the nature of the fault or whether it was committed by the Client or Urban, their employees, agents, subconsultants or subcontractors. Consequential damages include, but are not limited to, loss of use and loss of profit.

**24. Defects in Services.** The client shall promptly report, in writing, to Urban any defects or suspected defects in Urban's work or services of which the Client becomes aware, so that Urban may take measures to mitigate the consequences of such a defect. The Client agrees that it will impose the same

**27. Unauthorized Changes.** If Client consents to, allows, or authorizes or approves of any changes to any plans, specifications or other construction documents, and these changes are not approved in writing by Urban, the Client recognizes that such changes and the results thereof are not the responsibility of the design professional. Therefore, the Client agrees to release Urban from any liability arising from the construction, use or result of such changes. Also, the Client Agrees, to the fullest extent permitted by law, to indemnify and to hold Urban harmless from any damage, liability or cost (including reasonable attorneys' fees and costs of defense) arising from such changes, except only those damages and liabilities and costs primarily caused by the negligence or willful misconduct of Urban.

**28. Information Supplied by Others.** The Client shall provide to Urban such information as is available to the Client and the Client's consultants and contractors, and Urban shall be entitled to rely on the accuracy and completeness thereof. The Client recognizes that it is impossible for Urban to guarantee the accuracy, completeness, and sufficiency of such information, either because it is impossible to verify, or because of errors and omissions which may have occurred in assembling the information that the Client and others are providing. When the development of any "as-built" or "record" drawings is included in its scope of services, Urban shall indicate to the Client the information needed for the rendering of services hereunder, including but not limited to the information required for such documents. Accordingly, the Client agrees, to the fullest extent permitted by law, to

indemnify and hold harmless Urban from any liability, claim, or cost (including reasonable attorney's fees and costs of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided to Urban by the Client, the Client's contractors, subcontractors, materialmen, consultants, and subconsultants, of any level.

**29. Deliverables, Drawings and Digital files.** We stand by the accuracy of the sealed drawings accompanying the electronically recorded data files. We represent that the submitted data files are intended to work with an agreed upon software and version of either AutoCAD or Microstation running on a PC based computer running Windows 2000 or Windows XP. There is no warranty as to the compatibility of these files beyond the software versions specified. Since the data stored on electronic media can deteriorate or be modified without our knowledge, the files are submitted to you for a 30-day acceptance period. Of course, should you find any errors, they will be corrected by us as part of our basic agreement. Beyond that 30-day period, the submitted files shall be considered accurate as submitted. Since the sealed drawings are our work product, we cannot assume responsibility or liability for any modifications or reuse by others without our written verification for the specific purpose.

**30. Interpretation.** The "Limitations on Liabilities" and "Indemnities" in this Agreement are business understandings between the parties and shall apply to all different theories of recovery, including, but not limited to, breach of contract or warranty, tort (including negligence), strict or statutory liability, or any other cause of action. "Parties" means the Client and Urban, and their officers, partners, employees, agents, contractors, subcontractors, materialmen, consultants and subconsultants of any level. The parties also agree that the Client will not seek damages in excess of the contractually agreed limitations indirectly through suits with other parties who may join Urban as a third-party defendant.

**31. Miscellaneous.**

**A.** Urban will only commence work on this project upon receipt from the Client of both the authorization to proceed, and any agreed upon retainer. This retainer will be applied to the final invoice for the project.

**B.** The Agreement represents the entire and integrated Agreement between the Client and Urban and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instrument signed by both

the Client and Urban.

**C.** Urban has the right to renegotiate the fee if the original scope is changed or the scope of services is not completed within 12 months.

**D.** It is recognized that Urban has no control over the cost of labor, materials or equipment for construction, over any Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, Urban cannot, and does not, warrant or represent that bids or negotiated prices will not vary from any cost estimate or evaluation prepared by Urban.

**E.** This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

**F.** If any portion of this Agreement is found to be unenforceable by a Court of Competent Jurisdiction, all other portions shall remain in full force and effect.

**G.** Nothing contained in this Agreement shall be deemed to create any contractual relationship with, or to create a right of action of any nature, in favor of, any third party not a party hereto whether, inter alia, sounding in contract or in tort. Further, it is the express intent of the parties that the work performed under this Agreement is solely for the benefit of the Client and is not to be relied upon by any third party unless the third party enters into a separate agreement with Urban and agrees to the terms and conditions herein.



# Danielle Baer, PP, AICP

## Senior Planner

Danielle has a wide range of experience as a planner in both the public and private sectors, serving municipal, county, MPO, and agency clients. In addition to zoning/land use planning and transportation planning, Danielle is also well-versed in public outreach, offering virtual, hybrid, and in-person meeting capabilities. Danielle has extensive public involvement program management experience, most recently managing the public involvement effort for SJTPO's Countywide Local Road Safety Plans. By creating and executing Public Involvement Action Plans (PIAPs), managing project website platforms and their content, and offering a diverse array of outreach and engagement tools specifically crafted for each project, Danielle elicits early, active, and meaningful citizen and agency participation.

### Years of Experience

6

### Education

- Bachelor of Arts, Geography and Economics, Bucknell University, 2018
- Master of Science, City and Regional Planning, Temple University, 2020

### Associations

- American Planning Association (APA)
- Elected At Large Council Member for the APA Pennsylvania Chapter Southeast Section (APA PA SE)
- WTS Philadelphia - 2025 Emerging Leader
- American Council of Engineering Companies of New Jersey (ACECNJ) Young Professionals Committee 2025-2027
- Institute of Traffic Engineers (ITE)
- NJ Bicycle and Pedestrian Advisory Council (NJ BPAC)

### Course Work

- ITE Implementing the Safe System Approach Course, 2025
- FHWA NHI 142077 - Basics of Public Involvement in Transportation Decision Making, 2023
- FHWA NHI 142080 - Bicycle Facility Design, 2023
- FHWA NHI 151043 - Integrating Transportation and Land Use, 2023
- FHWA NHI 380106 - Highway Safety Manual Online Overview, 2023
- FHWA NHI 380125 - Introduction to Data Driven Safety Analysis (DDSA), 2023
- Esri Training MOOC - GIS for Climate Action, 2024
- FHWA NHI 142052 - Introduction to NEPA and Transportation Decision-making, 2024

### Selected Project Experience

#### Countywide Local Road Safety Plans, SJTPO, Counties of Atlantic, Cape May, Cumberland, Salem, NJ

To address the unique safety needs on county and municipal roads, while contributing to the goals and objectives of the New Jersey 2020 Strategic Highway Safety Plan, SJTPO is managing the development and implementation of four (4) Local Road Safety Plans (LRSPs). Danielle leads the public outreach efforts across SJTPO's four-county region for the LRSPs. She created a stakeholder database for SJTPO by compiling a list of all key stakeholders, which has been critical to eliciting active engagement through the LRSP development process. Danielle also manages meeting planning and facilitation efforts as well as the elected official outreach portion of the planning process. Through the development of the plans, Danielle facilitated 12 County Workshops, 24 Steering Committee Meetings, seven (7) Elected Official Briefings, four (4) Public Meetings, five (5) Investment Strategy Meetings, and two (2) Focus Group Meetings, offering hybrid meeting capabilities and recording meetings for those who were unable to attend. Danielle remains on board to assist with public involvement and meeting facilitation for the first year of implementation efforts, following the adoption of the four (4) plans in December 2024.

#### HSIP 2021/2022 Safety Improvement Program, PennDOT District 6-0 (E04796), Bucks, Montgomery, Chester, Delaware, and Philadelphia Counties, PA

Danielle served as the Lead Transportation Planner for the \$7M Open End/Project Specific Agreement that encompassed a total of 21 Work Order Assignments. The program was the continuance of the Districtwide Roundabout Program to assist PennDOT with the planning, design, and implementation of various safety improvements throughout the Philadelphia region. Danielle led the Public Involvement efforts for six (6) of the Work Orders which included a range of proposed improvements such as roundabouts, signal improvements, road diets, and multimodal corridor improvements. For each project, Danielle identified key stakeholders, mailed letters to stakeholders, created flyers to advertise public meetings, assisted with the production of presentation and website materials, facilitated public meetings (virtual and in-person), gathered public feedback via digital and physical comment cards, and produced 2D and 3D renderings to demonstrate the proposed improvements.

### **HSIP 2021/2022 Safety Improvement Program, PennDOT District 6-0 (E04796), Vine Street Corridor Safety Improvements, Philadelphia, PA**

As part of the HSIP 2021/2022 Safety Improvement Program contract, Urban worked with PennDOT to improve the safety of Vine Street from 8th Street to 15th Street. This project served as Phase 1 of the larger Chinatown Stitch Project in which a cap will be placed over the sunken Vine Street Expressway. As part of this project, Danielle managed the public involvement effort, facilitating both virtual and in-person public meetings, as well as coordinating with the Philadelphia Chinatown Development Corporation (PCDC) to incorporate translated materials and services for all public-facing documents and meetings. Danielle was instrumental in the creation of the presentation for the virtual meeting as well as the display boards for the in-person meeting. Danielle produced several renderings and typical sections using 3D software to show the existing conditions and proposed conditions with the road diet. Danielle tracked community feedback through physical comment forms and two online comment forms, summarizing all of the feedback for the project team which ultimately influenced the final plan.

### **On-Call Planning, Engineering, and Design Services, Washington Ave Y2 Report Work Order #8, Department of Streets, Philadelphia, PA**

Baer completed a study analyzing the effects of the Washington Avenue road diet in its second year post-implementation. She coordinated data collection efforts, ensuring the proper data was collected to compare with previous studies and years of data. Danielle led the overall analysis effort generating tables and graphs for the final report. She also wrote the final report, concluding that the road diet successfully decreased speeds along the corridor with minimal impacts to travel times and parallel routes. Danielle presented the study's initial findings to members of City Leadership prior to the City publishing the final results in April 2025.

## **Prior Experience**

### **Community Planner II, Montgomery County, PA**

As a Community Planner at Montgomery County Planning Commission (MCPC), Danielle served as a consultant Planner for five (5) municipal clients: Upper Merion Township, Perkiomen Township, New Hanover Township, Pottstown Borough, and Souderton Borough. Danielle provided services ranging from typical comprehensive plans and revitalization plans to writing Wireless Telecommunication Ordinances and comprehensive re-zoning efforts. Other responsibilities included the review of Subdivision and Land Development Applications and regular attendance at Planning Commission and Board of Supervisor Meetings to advise on all Planning matters.

### **Comprehensive Re-Zoning, New Hanover Township, PA**

To slow rapid development and preserve community character, Danielle led a comprehensive re-zoning effort in New Hanover Township. Following her creation of the Future Land Use Map for the township's adopted comprehensive plan, she created a new zoning map and presented the proposed map amendment to the Planning Commission, Board of Supervisors, and residents at several monthly meetings. Danielle received community support and several map amendments were adopted. Additionally, Danielle authored a new zoning district, the Village Mixed Use District, with the intent of the district to provide an area in the township for neighborhood-scaled businesses and services paired with a diversity of housing types. Strict design guidelines were included to pursue a village character of development, while also ensuring this portion of the township meets fair share housing requirements, pursuant to the township's commitment to their regional planning committee.

### **New Hanover Township Comprehensive Plan 2040, New Hanover Township, PA**

Danielle assisted in the creation and adoption of the New Hanover Township Comprehensive Plan 2040. The plan addressed the increased development pressure and the community's desire to maintain its rural character. Danielle produced the future land use map, which was found to be generally consistent with the Pottstown Metropolitan Regional Planning Committee (PMRPC)'s comprehensive plan as well as with the county's comprehensive plan, Montco 2040. She presented the draft plan to the New Hanover Township Planning Commission, Board of Supervisors, and PMRPC, gathering input from key stakeholders and residents. After the plan's adoption, Danielle led the comprehensive rezoning effort in New Hanover Township, as a result of the plan's recommendations.

**Due To/ Due From Balances  
7/31/2025**

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

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

*the* WEST CHESTER DOWNTOWN FOUNDATION



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

July 11, 2025

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

Dear Dana,

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

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

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

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

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

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

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

Sincerely,

Allen Burke  
2025 Committee Chair

**West Chester Preservation Awards Committee**

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



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

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



## 2024 WEST CHESTER PRESERVATION AWARDS SPONSORS

### SERPENTINE

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

### MARBLE

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

### LIMESTONE

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

### BRICK

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



# 2025 WEST CHESTER PRESERVATION AWARDS SPONSORSHIP OPPORTUNITIES

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

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

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

# 2025 SPONSOR RSVP



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

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

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

**PLEASE SELECT ONE OF THE FOLLOWING SPONSORSHIP CATEGORIES:**

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

**PLEASE TELL US WHOM TO CONTACT REGARDING YOUR SPONSORSHIP BENEFITS:**

NAME .....

TITLE .....

COMPANY NAME .....

ADDRESS .....

PHONE ..... EMAIL .....

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

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

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

**Email: [emcguire@wcbid.com](mailto:emcguire@wcbid.com)**

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

**Phone: 610-738-3350**

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

# BOROUGH OF WEST CHESTER



## 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 \_\_\_\_\_

# ESTIMATE

Cumberland Marine Repair LLC  
40 Aberdeen Road  
York, PA 17406

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



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

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

## Estimate details

Estimate no.: 2025-75-205  
Estimate date: 06/26/2025  
Expiration date: 11/06/2025

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

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

Subtotal \$20,649.00

Shipping \$650.00

**Total \$21,299.00**

Expiry date 11/06/2025

Accepted date

Accepted by

# BOROUGH OF WEST CHESTER



## PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

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Justification

**TOTAL AMOUNT TO BE PAID:**

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

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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](mailto: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.

<b>Prevailing Wage Required?</b> <b>Certified Payroll Required?</b> <b>Customer/Site Tax Exempt?</b>	<b>No</b> <b>No</b> <b>No</b>	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](http://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](http://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



# INVOICE

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

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



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

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

## Invoice details

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

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

**Total** **\$7,635.00**

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

**Angelo & Son Iron Works, Inc**

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



**ANGELO & SON IRON WORKS, INC.**  
610.446.2692

**INVOICE**

BILL TO  
Marshal Square Park

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

JOB NAME  
Hairpin Fence Repair/Replace

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

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

BALANCE DUE **\$8,750.00**

[Pay invoice](#)

# BOROUGH OF WEST CHESTER



## 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 \_\_\_\_\_

School & Municipality	Fuel Category	Delivery Size	Firm / Floating	Awarded Vendor	Locked In Amount	Gallons	Total Amt & Estimated Fixed Amount	Approved By:
Avon Grove	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	125,000	303,512.50	Dan Carsley
Avon Grove	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	500	1,187.50	Dan Carsley
CCIU	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	5,000	11,561.00	Joe Lubitzky
Coatesville School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	234,817	570,159.16	Joanne Frank
Coatesville School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	6,000	15,740.40	Joanne Frank
Downingtown Borough	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	20,000	52,878.00	Lori Wise
Downingtown Borough	Unleaded Plus	Greater than 2,500	Firm	Petroleum Traders	\$2,3014	29,000	66,740.60	Lori Wise
Downingtown School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	338,000	820,697.80	Mike DeAngelis
Downingtown School District	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	48,000	114,000.00	Mike DeAngelis
Downingtown School District	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	20,000	46,244.00	Mike DeAngelis
East Brandywine Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	4,000	10,575.60	Matthew Vanlew
East Brandywine Township	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	12,000	25,774.80	Matthew Vanlew
East Fallowfield Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	2,900	7,667.31	Scott Swichar
East Fallowfield Township	Unleaded	Less than 2,500	Firm	Petroleum Traders	\$2,3551	4,000	9,420.40	Scott Swichar
Great Valley School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	75,000	182,107.50	Dustin Zappone
Great Valley School District	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	1,000	2,375.00	Dustin Zappone
Great Valley School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6600	2,500	6,650.00	Dustin Zappone
Great Valley School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	19,000	40,810.10	Dustin Zappone
Kennett School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	40,000	97,124.00	Mark Tracy
Kennett School District	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	5,000	13,219.50	Denise Serrino
Kennett Township	Unleaded	Less than 2,500	Firm	World Fuel Services	\$2,3122	11,500	26,590.30	Denise Serrino
Malvern Borough	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	800	2,115.12	Wait Davis
Malvern Borough	Unleaded Plus	Less than 2,500	Firm	Petroleum Traders	\$2,5616	7,500	19,212.00	Wait Davis
New London Township	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	2,200	5,771.48	No Response
Octorara	Unleaded	Less than 2,500	Firm	Petroleum Traders	\$2,3551	18,000	42,391.80	Scott Dornowicz
Octorara	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$0,0000	0	0.00	Scott Dornowicz
Owen J. Roberts	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	140,000	339,934.00	Jackie Krumrine
Owen J. Roberts	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	14,000	33,250.00	Jackie Krumrine
Owen J. Roberts	Unleaded	Less than 7,000	Firm	Petroleum Traders	\$3,0361	900	2,732.49	Jackie Krumrine
Owen J. Roberts	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	Jackie Krumrine
Oxford School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	130,000	315,653.00	Brian Cooney
Oxford School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	Brian Cooney
Phoenixville Borough	Unleaded	Less than 7,000	Firm	Petroleum Traders	\$3,0361	2,585	7,848.32	No Response
Phoenixville Borough	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6234	4,500	11,805.30	No Response
Phoenixville School District	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	65,000	157,826.50	Jeremy G. Melber
Phoenixville School District	Heating Oil	Less than 7,000	Firm	Petroleum Traders	\$2,6600	1,200	3,192.00	Jeremy G. Melber
Phoenixville School District	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	65,000	139,613.50	Jeremy G. Melber
Treddyfrin/Eastown	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$0,0000	0	0.00	Art McDonnell
Treddyfrin/Eastown	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$0,0000	0	0.00	Art McDonnell
Unionville/Chadds Ford	2% Bio Diesel Fuel	Greater than 7,000	Firm	Petroleum Traders	\$2,4281	70,000	169,967.00	James Whitesel
Unionville/Chadds Ford	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$2,6439	2,400	6,345.36	James Whitesel
Unionville/Chadds Ford	Heating Oil	Greater than 7,000	Firm	Petroleum Traders	\$2,3750	36,000	85,500.00	James Whitesel
Unionville/Chadds Ford	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$2,1479	30,000	64,437.00	James Whitesel
Uwchan Township	2% Bio Diesel Fuel	Less than 7,000	Firm	Petroleum Traders	\$0,0000	0	0.00	Katie Churchill
Uwchan Township	Unleaded	Greater than 2,500	Firm	Petroleum Traders	\$0,0000	0	0.00	Katie Churchill

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

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

# 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





**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

<b>SALESPERSON</b>	<b>PAYMENT TERMS</b>
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 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 \_\_\_\_\_

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

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

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

Other Charges	Amount
Billable Other Charges	
DISASTER RECOVERY AGREEMENT YR 3	\$17,950.26
Downpayment Invoice	
<b>Total Other Charges:</b>	<b>\$17,950.26</b>

PLEASE NOTE THE REMIT ADDRESS HAS CHANGED  Make checks payable to Watchkeep  Invoice payment is due within 30 days. Please be advised that we will charge 1.5% interest per month on late invoices.	<b>Invoice Subtotal:</b>	\$17,950.26
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$17,950.26</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$17,950.26</b>



We have prepared a quote for you

**DRaaS Expansion**

Quote # JC000225  
Version 5

Prepared for:

**BOROUGH OF WEST CHESTER**

William Mann  
wmann@west-chester.com

Products

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

**Subtotal: \$1,240.00**

Semi-Annual Cost

Product Details	Recurring	Qty	Ext. Recurring
<b>DISASTER RECOVERY AGREEMENT - 24TB</b> 36-Month Agreement with Infinite Cloud Retention	\$16,596.00	1	\$16,596.00

**Semi-Annual Subtotal: \$16,596.00**

**Subtotal: \$16,596.00**



PA COSTARS Member Number: 001-029

## DRaaS Expansion



**Prepared by:**

**Watchkeep**

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

**Prepared for:**

**BOROUGH OF WEST CHESTER**

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

**Quote Information:**

**Quote #:** JC000225

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

## Quote Summary

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

## Semi-Annual Expenses Summary

Description	Amount
Semi-Annual Cost	\$16,596.00
<b>Semi-Annual Total:</b>	<b>\$16,596.00</b>

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

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

Master Service Agreement (MSA)

Service Attachment for Managed Services

Service Attachment for BDR Services

Service Attachment for Cloud Services

Data Processing Agreement

Schedule of Third Party Services



Watchkeep

BOROUGH OF WEST CHESTER

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

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

# BOROUGH OF WEST CHESTER



## 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 \_\_\_\_\_

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

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

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

Other Charges	Amount
Billable Other Charges	
Managed Service Agreement: MNS36	\$6,308.28
HELP DESK MANAGED SERVICE PER USER - YR 3 QT: 9 Users	
ANTI VIRUS MANAGEMENT	\$0.00
REMOTE MONITORING & MANAGEMENT	\$0.00
Downpayment Invoice	
<b>Total Other Charges:</b>	<b>\$6,308.28</b>

PLEASE NOTE THE REMIT ADDRESS HAS CHANGED  Make checks payable to Watchkeep  Invoice payment is due within 30 days. Please be advised that we will charge 1.5% interest per month on late invoices.	<b>Invoice Subtotal:</b>	\$6,308.28
	<b>Sales Tax:</b>	\$0.00
	<b>Invoice Total:</b>	<b>\$6,308.28</b>
	<b>Payments:</b>	\$0.00
	<b>Credits:</b>	\$0.00
	<b>Balance Due:</b>	<b>\$6,308.28</b>

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 8/6/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** WCFD Capital ATV Project - Multiple Vendors

**Contact**

**Address**

**Phone**

**Email**

**Fax**

### Justification

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

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 71,064.99</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

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

**BILL TO:**

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

**SHIP METHOD & PRICING**

**QUOTATION NUMBER**

**PAYMENT TERMS**

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Mark Scanlon

Digitally signed by Mark Scanlon  
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,  
email=frechief@west-chester.com, c=US  
Date: 2025.08.07.09:28:05 -0400

8/7/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43013

P.O. RECEIVED \_\_\_\_\_

MAT. RECEIVED \_\_\_\_\_

P.O. FORWARDED \_\_\_\_\_

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

Processing Initials \_\_\_\_\_

State contract program

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

→ COSTARS

→ COSTARS

→ COSTARS

# BOROUGH OF WEST CHESTER



## 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 \_\_\_\_\_

**Great Lakes Recreation- DBA Boyce Recreation**

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



**Estimate**

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

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

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

REP NAME  
 Steve Hill

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

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Equipment- HAGS	Horace Pippin Park 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. All restoration of site access by others.	1	18,750.00	18,750.00
Discount	Costars Vendor #: 555052 Contract #: 014-E23-344	1	-3,212.00	-3,212.00
Contractors- Excavation	Demolition and Disposal of Existing Playground Structure	1	3,960.00	3,960.00
Contractors- Excavation	Removal and or Disposal of Plastic Border Timbers to be completed by the borough.	0		0.00
Contractors- Excavation	Remove and Dispose of existing EWF Playground Mulch to be completed by the borough.	0		0.00
Installation	New EWF Playground Mulch to be supplied and installed by the borough.	0		0.00
	Re-installation of Borders (or new borders supplied by the borough) to be installed by the borough.			
Terms and Conditions	TERMS: Net % 30 days, 50% down payment required. Payment in full required on orders under \$5,000 (Does not apply to government customers).	0	0.00	0.00

Tax Exempt/Resale Certificate Required. Initial \_\_\_\_\_.

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

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

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

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

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

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

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

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

Initial \_\_\_\_\_.

Name and email address where invoice should be sent \_\_\_\_\_.

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

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

Accepted By

Accepted Date

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Edwards

SUB: PURCHASE ORDER REQUEST

DATE: 5/1/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Signal Service

**Contact** Bill Dunn

**Address**  
1020 Andrew Drive  
West Chester, PA 19380

**Phone** (610) 429-8073

**Email**

**Fax**

### Justification

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

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 16,930.00</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

SHIP TO:

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

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

\_\_\_\_\_  
Authorized Department Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean

Sean Metrick, Borough Manager

\_\_\_\_\_  
Date

Account # 15-43331/15

P.O. RECEIVED \_\_\_\_\_

MAT. RECEIVED \_\_\_\_\_

P.O. FORWARDED \_\_\_\_\_

FINANCE DEPARTMENT ONLY

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

Processing Initials \_\_\_\_\_

**SIGNAL SERVICE**

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



**QUOTE # 050125-01**

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

TRAFFIC SIGNAL MAINTENEANCE PROFESSIONALS  
**COSTARS #0000482340**  
 WE USE OUR GOD GIVEN ABILITIES TO PROVIDE OUR CUSTOMERS  
 WITH A LEVEL OF SERVICE THAT IS SECOND TO NONE.

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

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

**NOTES:**

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

X: \_\_\_\_\_

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

Signal Service retains title to material until paid in full



## Borough of West Chester

401 East Gay Street, West Chester, Pennsylvania 19380

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

[www.west-chester.com](http://www.west-chester.com)

### Borough Council

Patrick McCoy, President

Nicole Scimone, Vice-President

Bernie Flynn

Lisa Dorsey

Brian McGinnis

Sheila Vaccaro

Bryan Travis

### Mayor

Lillian L. DeBaptiste

### Borough Manager

Sean Metrick

### Memorandum

To: Sean Metrick, Borough Manager

From: Don Edwards, Public Works Director

Date: November 7, 2024

Re: 2025 Traffic Signal Maintenance

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

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

DTE:dte

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

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

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: Mark Scanlon, Fire Chief

SUB: PURCHASE ORDER REQUEST

DATE: 6/23/2025

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** 10-8 Emergency Vehicle Services

**Contact** Scott Knorr

**Address** 501 B East Main Street  
New Holland, PA 17557

**Phone** (717) 354-9221

**Email** service@10-8evs.net

**Fax**

### Justification

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

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 11,293.36</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

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

**BILL TO:**

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

**SHIP METHOD & PRICING**

**QUOTATION NUMBER**

**PAYMENT TERMS**

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Mark Scanlon Digitally signed by Mark Scanlon  
DN: cn=Mark Scanlon, o=WCFD, ou=Fire Chief,  
email=firechief@west-chester.com, c=US  
Date: 2025.06.23 10:30:24 -0400

6/23/2025

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43720

P.O. RECEIVED \_\_\_\_\_  
MAT. RECEIVED \_\_\_\_\_  
P.O. FORWARDED \_\_\_\_\_

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

Processing Initials \_\_\_\_\_

**10-8 Emergency Vehicle Service**

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



Invoice: **INV-42530**

Date: **6/20/2025**

**Bill To**

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

**Remit Payment To**

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

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

Item	Description	Quantity	Rate	Amount
------	-------------	----------	------	--------

**Complaint:** Remove all damaged roll up door components as needed. Prime and paint.  
 Remove all damaged rub rails as needed and replace.  
 Remove slide master slide out and replace if needed.  
 Remove damaged wheel chock holders and replace.  
 Remove damaged Stainless steel compartment sills and replace.  
 Remove and cut-out damaged compartment floor and bottom support plates where needed and replace.

**Cause:** Customer request

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

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

**Unit:** Custom Fire Air Light 52 (Spartan Cab) **VIN:** 4B7CY2B99C0075256  
**License Plate:** [REDACTED]  
 2012 Custom Fire Build  
**Chassis:** 16,270 Miles

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

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

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

Customer Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

# BOROUGH OF WEST CHESTER



## 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





February 5, 2025

WCHBO00038P

**West Chester Borough**

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

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

Dear Mr. Mitchell:

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

**Background**

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

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

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

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

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

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

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

### Scope of Services

Pennoni will provide the following Scope of Services:

#### 1. UTILITY LOCATING

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

We assume no test pits will be required.

#### 2. SANITARY SEWER TV INSPECTION

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

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

#### 3. TOPOGRAPHIC AND EXISTING CONDITIONS SURVEY

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

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

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

#### 4. DESIGN AND PERMITTING

##### A. Plans and Project Documents

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

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

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

##### B. PADEP Water Quality Management (WQM) Permit Application

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

##### C. Meetings

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

#### 5. PHASE 1 BID ASSISTANCE

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

#### 6. PHASE 1 CONSTRUCTION PHASE SERVICES

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

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

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

**Assumptions**

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

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

**Deliverables**

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

**Schedule**

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

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

**Fee**

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

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

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

**Billing and Payment**


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

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

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

Sincerely,

**PENNONI ASSOCIATES INC.**



Michael J. Ellis, PE  
Associate Vice President

cc: Sean Metrick, Borough Manager

ACCEPTED BY:

\_\_\_\_\_  
Written Name:

West Chester Borough

DATE:  
  
\_\_\_\_\_