



Finance & Revenue Committee Meeting  
**February 11, 2026 @ 6:00 PM**  
*This meeting is recorded for public record.*

**Committee Members:**

Brian McGinnis, Chair  
Bernie Flynn  
Jeome Szczepaniak

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

IV. Reports

A. Director's report on monthly financials (attachment)

B. Finance Committee – Chair report – workplan and issues raised at prior meetings

V. Old Business

A. Approve December 2025 meeting minutes (attachment)

VI. New Business

A. Motion to approve resolution for Verizon cable franchise renewal agreement (attachment)

B. Motion to approve Budget Modification #2026-1 for Police firearms capital expense

C. Motion to certify qualifying volunteers (attachment)

*Issue: Qualifying volunteers must be certified by Borough Council before March 1<sup>st</sup> to receive a real estate tax credit for 2026*

D. Motion to approve purchasing requests (attachment):

1. CDW-G for \$34,488.00
2. CivicPlus – Annual Website Renewal - \$12,804.85
3. Bergey's Truck Centers for \$16,591.63

4. BFI Recycling for \$81,000.00 – blanket PO
5. Chemical Equipment Labs of DE for \$44,995.00- blanket PO
6. Eurofins for \$24,000.00-blanket PO
7. Fire Flow Services for \$13,830.85
8. Granicus LLC for \$20,300.35
9. OpenGov, Inc for \$29,406.70
10. Reiner Pump Systems -College Ave for \$48,513.00
11. Reiner Pump Systems- New St for \$29,378.00
12. Rockwell Associates for \$18,000.00- blanket PO
13. USALCO for \$15,280.00
14. Watchkeep- Disaster Recovery for \$34,186.00
15. Watchkeep- Network Engineering support contract for \$12,960.00

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

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  
Normal Trial Balance  
From 12/30/2025 Through 12/30/2025

Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
01	30115	GENERAL FUND	REAL ESTATE TAX REVENUE		6,070,927.52
01	30125	GENERAL FUND	LIENED REAL ESTATE TAX REVENUE		219,361.47
01	31090	GENERAL FUND	EARNED INCOME TAX		6,684,829.73
01	31091	GENERAL FUND	DEED TRANSFER TAX		683,759.06
01	31093	GENERAL FUND	LOCAL SERVICES TAX		744,032.45
01	31095	GENERAL FUND	BUSINESS PRIVILEGE TAX		242,332.65
01	33103	GENERAL FUND	PARKING TICKET REVENUE	0.00	
01	33104	GENERAL FUND	DISTRICT COURT VIOLATIONS		345,854.53
01	34100	GENERAL FUND	INTEREST INCOME		255,067.11
01	34302	GENERAL FUND	LIBRARY/BID MED. INS REIMB.		25,850.13
01	34304	GENERAL FUND	PA MUNCP HEALTH MED INS REF		291,466.90
01	34317	GENERAL FUND	ALARM REVENUE		30,697.00
01	34318	GENERAL FUND	DUMPSTER FEES		1,966.85
01	34323	GENERAL FUND	SPECIAL EVENT APP FEE		59,742.63
01	34324	GENERAL FUND	REST FESTIVAL REVENUE		28,834.10
01	34325	GENERAL FUND	POP UP EVENT REVENUE		233.52
01	34330	GENERAL FUND	TURKS HEAD FEST REVENUE		10,642.60
01	35103	GENERAL FUND	WINTER MAINTENANCE		33,597.12
01	35410	GENERAL FUND	TRF FROM SEWER FUND		600,000.00
01	35412	GENERAL FUND	TRF FROM PARKING FUND		2,132,100.00
01	35428	GENERAL FUND	TRF FROM STREAM FUND		242,632.00
01	35438	GENERAL FUND	TRF FROM RECREATION		4,172.66
01	35442	GENERAL FUND	TRF FROM OPEB		64,931.00
01	35500	GENERAL FUND	GRANT REVENUE		126,885.62
01	35501	GENERAL FUND	STATE PENSION AID		1,093,169.71
01	35507	GENERAL FUND	ELECTRICAL PERMITS		55,102.50
01	35596	GENERAL FUND	FOREIGN FIRE INS REIMB		139,095.87
01	36203	GENERAL FUND	EBT POL PROT CONTRACT		1,828,453.78
01	36235	GENERAL FUND	POLICE SVCS OT REIMB		213,399.49
01	36241	GENERAL FUND	BUILDING PERMITS		445,729.87
01	36242	GENERAL FUND	ELECTRICAL PERMITS	0.00	
01	36243	GENERAL FUND	PLUMBING PERMITS		31,011.50
01	36244	GENERAL FUND	ZONING HEARING BOARD		18,644.00
01	36245	GENERAL FUND	RENTAL PERMITS		300,130.70
01	36731	GENERAL FUND	SPONSORSHIP REVENUE		21,114.00
01	36736	GENERAL FUND	SOLAR/EV REVENUE		215.25
01	36737	GENERAL FUND	PARK RENTAL FEES		8,395.45
01	36739	GENERAL FUND	CLASS REVENUE		58,858.20
01	38000	GENERAL FUND	MISCELLANEOUS REVENUE		83,559.58
01	38001	GENERAL FUND	PAYMENT IN LIEU TAXES		36,579.02
01	38002	GENERAL FUND	RESTITUTION PYMTS		30,146.58
01	38005	GENERAL FUND	RECYCLING REVENUE		15,515.35
01	38007	GENERAL FUND	LAND DEVELOPMENT FEES		6,690.94
01	38009	GENERAL FUND	CERTIF FEES		65,136.00
01	38014	GENERAL FUND	CELL TOWER/CABLE FRAN REV		214,740.10
01	38017	GENERAL FUND	POLICE RECORDS		9,354.00
01	38019	GENERAL FUND	W/C REIMBURSEMENT		97,618.29
01	38026	GENERAL FUND	STREET OPENING REIMB		202,947.80
01	38030	GENERAL FUND	UCOMP REIMBURSEMENT		5,075.00
01	39120	GENERAL FUND	TRASH BAG FEES		27,071.12

Borough of West Chester  
Normal Trial Balance  
From 12/30/2025 Through 12/30/2025

Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
01	39298	GENERAL FUND	TRF FROM FIRE		59,328.00
01	40110	GENERAL FUND	SALARY EXP-BM	33,000.00	
01	40112	GENERAL FUND	SAL EXP- ADMIN DEPT	376,867.50	
01	40121	GENERAL FUND	OFFICE SUPPLIES	14,387.95	
01	40122	GENERAL FUND	POSTAGE & PRINTING	35,192.46	
01	40123	GENERAL FUND	HR EXPENSE	48,789.41	
01	40124	GENERAL FUND	LEASE EXPENSE	233,654.19	
01	40131	GENERAL FUND	FIDELITY BOND MGR/TREAS	0.00	
01	40132	GENERAL FUND	DUES & SUBSCRIPTIONS	0.00	
01	40133	GENERAL FUND	ADMIN EXPENSE	47,949.07	
01	40134	GENERAL FUND	CODIFICATION	8,599.49	
01	40140	GENERAL FUND	BANK FEES	39,553.04	
01	40280	GENERAL FUND	CIVIL SERVICE	16,799.27	
01	40310	GENERAL FUND	TAX COLLECTION FEES	9,379.73	
01	40332	GENERAL FUND	QUALIFYING VOL TAX CREDIT	11,080.92	
01	40410	GENERAL FUND	LEGAL FEES	75,876.97	
01	40430	GENERAL FUND	LEGAL FEES-EMPLOYMT	102,727.40	
01	40510	GENERAL FUND	SAL EXP- FINANCE	245,922.50	
01	40534	GENERAL FUND	Codification	1,195.00	
01	40920	GENERAL FUND	MAT & SUPPLIES	21,917.68	
01	40931	GENERAL FUND	UTILITIES	191,822.31	
01	40933	GENERAL FUND	SALARIES IT	1,507.09	
01	40936	GENERAL FUND	UTILITIES - STREET LIGHTS	111,927.22	
01	40938	GENERAL FUND	FIRE HYDRANTS	52,546.86	
01	40940	GENERAL FUND	SERVICE CONTRACTS	111,762.28	
01	41010	GENERAL FUND	SAL EXP-LTS	539,024.12	
01	41011	GENERAL FUND	SALARIES POLICE OFFICERS	1,715.29	
01	41012	GENERAL FUND	SAL EXP-POLICE OFF	4,861,816.12	
01	41014	GENERAL FUND	SALARY EXP-POL ADMIN/DISP	717,288.37	
01	41023	GENERAL FUND	SMALL EQUIPMENT	18,708.72	
01	41031	GENERAL FUND	CONTRACT EXPENSES	77,634.40	
01	41032	GENERAL FUND	CELL BLOCK	903.14	
01	41034	GENERAL FUND	FALSE AREEST INSURANCE	27,166.73	
01	41310	GENERAL FUND	SAL EXP-HOUSING	357,644.00	
01	41331	GENERAL FUND	ZONING HEARING	72,389.00	
01	41332	GENERAL FUND	ELECTRICAL INSPECTOR	12,966.60	
01	41333	GENERAL FUND	MECHANICAL INSPECTOR	2,565.00	
01	41340	GENERAL FUND	3rd Party Consultation	67,379.68	
01	41400	GENERAL FUND	LANDSCAPE MAINTENANCE	49,930.00	
01	42000	GENERAL FUND	ADVERTISING	31,108.44	
01	42007	GENERAL FUND	PROFESSIONAL FEES	467.50	
01	42010	GENERAL FUND	UNIFORMS	86,751.80	
01	42011	GENERAL FUND	CONSULTANTS	63,964.63	
01	42730	GENERAL FUND	TRASH	216,569.13	
01	42732	GENERAL FUND	RECYCLING	93,188.23	
01	43012	GENERAL FUND	SAL EXP-PW	1,921,897.94	
01	43013	GENERAL FUND	CAPITAL EXPENSE	12,351.25	
01	43031	GENERAL FUND	FUEL EXPENSE	154,582.92	
01	43200	GENERAL FUND	WINTER MAINTENANCE	98,528.94	
01	43613	GENERAL FUND	INSURANCE DAMAGES	0.00	
01	43720	GENERAL FUND	VEHICLE REPAIR	324,088.57	
01	43725	GENERAL FUND	TOOLS	29,432.14	

Borough of West Chester  
Normal Trial Balance  
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Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
01	43800	GENERAL FUND	ALLEYS	11,161.74	
01	43815	GENERAL FUND	SAL EXP-BOROUGH MANAGER	163,751.53	
01	43817	GENERAL FUND	SALARY EXPENSE- IT	174,500.08	
01	43819	GENERAL FUND	SAL EXP-POLICE CHIEF	188,398.60	
01	43820	GENERAL FUND	SAL EXP- RECREATION	169,183.98	
01	43822	GENERAL FUND	SOFTWARE MAINT FEES	113,740.61	
01	43823	GENERAL FUND	PAYROLL PROCESSING FEES	60,795.53	
01	43825	GENERAL FUND	SALA EXP-OT	574,524.20	
01	43829	GENERAL FUND	MICROSOFT	33,389.93	
01	43832	GENERAL FUND	EV CHARGING EXP	0.00	
01	44545	GENERAL FUND	PARKING GARAGE MAINT	38.69	
01	44568	GENERAL FUND	TRF TO CAPITAL	601,437.26	
01	44569	GENERAL FUND	TRF TO HIGHWAY FUND	0.00	
01	44578	GENERAL FUND	TRF TO STREAM FUND	60,695.00	
01	44579	GENERAL FUND	TRF TO FIRE	541,708.00	
01	44870	GENERAL FUND	TRF TO PENSION - MMO	1,666,855.71	
01	44880	GENERAL FUND	TRF TO NU PENSION	446,314.00	
01	45311	GENERAL FUND	BOARDS & COMMISSIONS EXP	1,824.88	
01	45430	GENERAL FUND	PARK MAINTENANCE	57,888.27	
01	45432	GENERAL FUND	TRIPS/CLASS EXPENSE	84,368.52	
01	45436	GENERAL FUND	REST FESTIVAL	32,279.31	
01	45437	GENERAL FUND	REST FEST - ENTERTAINMENT	0.00	
01	45438	GENERAL FUND	REST FEST - SETUP/EQUIP	218.36	
01	45440	GENERAL FUND	MAY DAY - ADVERTISING	400.00	
01	45450	GENERAL FUND	TURKS HEAD FESTIVAL	20,935.22	
01	45452	GENERAL FUND	TOUCH TRUCK EVENT	2,818.00	
01	45457	GENERAL FUND	HALLOWEEN PARADE	8,255.84	
01	45480	GENERAL FUND	SMALL EVENTS EXPENSE	12,517.10	
01	45540	GENERAL FUND	TREES	194,983.61	
01	45630	GENERAL FUND	LIBRARY MAINT	25,611.69	
01	45650	GENERAL FUND	LIBRARY ALLOCATION	110,253.60	
01	45655	GENERAL FUND	ARMORY	30,882.01	
01	45657	GENERAL FUND	AUDIT EXPENSE	62,000.00	
01	45659	GENERAL FUND	BACKUP & SUPP SVC	58,648.96	
01	45712	GENERAL FUND	INFORMANT FEES	5,000.00	
01	45716	GENERAL FUND	LAND DEVELOPMENT EXPENSES	7,993.50	
01	45722	GENERAL FUND	LICENSES	5,275.34	
01	45738	GENERAL FUND	Equipment	0.00	
01	45756	GENERAL FUND	MEDICAL SERVICES	12,828.60	
01	45760	GENERAL FUND	OFF SITE STORAGE	8,609.03	
01	45762	GENERAL FUND	MAYOR	2,982.29	
01	45766	GENERAL FUND	PARTS	16,990.27	
01	45772	GENERAL FUND	UNIT	87,656.21	
01	45774	GENERAL FUND	TRAINING/DUES	101,909.22	
01	45782	GENERAL FUND	REMOTE ACCESS POINTS	3,533.79	
01	45792	GENERAL FUND	SERVICES	4,282.23	
01	45798	GENERAL FUND	SOFTWARE	7,156.13	
01	45800	GENERAL FUND	SPCA	15,715.40	
01	45802	GENERAL FUND	ADVANCED THREAT	72,848.10	
01	45810	GENERAL FUND	TRANSLATION	1,830.08	
01	45820	GENERAL FUND	WEBSITE	24,615.10	
01	45836	GENERAL FUND	TRAINING	21,188.79	

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Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
01	45837	GENERAL FUND	Tuition Reimbursement	1,200.00	
01	46020	GENERAL FUND	TRAINING	0.00	
01	47180	GENERAL FUND	PRIN PYMT- 2014 ENERGY	48,000.00	
01	47181	GENERAL FUND	PRINCIPAL PAYMENS-2016 BUILD	250,000.00	
01	47182	GENERAL FUND	PRIN PYMNT- 2016 STREAM PROT	55,000.00	
01	47184	GENERAL FUND	PRIN PYMT- 2016 FIRE TK	120,000.00	
01	47230	GENERAL FUND	INT EXP- 2016 Building	141,936.26	
01	47250	GENERAL FUND	INT EXP- 2016 FIRE TRUCK	61,826.26	
01	47294	GENERAL FUND	INT EXP- 2014 ENREGY	27,963.67	
01	47297	GENERAL FUND	INT EXP- 2016 STREAM	55,982.50	
01	48600	GENERAL FUND	INS EXPENSE-W/C/UNEMP	507,558.07	
01	48610	GENERAL FUND	INSURANCE EXP	142,308.86	
01	48700	GENERAL FUND	INSURANCE EXP- MEDICAL	2,608,467.83	
01	48715	GENERAL FUND	PENSION EXP-DEF CONTB	108,750.83	
01	48720	GENERAL FUND	FICA EXPENSE	393,599.60	
01	48951	GENERAL FUND	REFUNDS	139,745.87	
01	48952	GENERAL FUND	GOODFELLOWSHIP AMBULANCE ALLOC	173,526.42	
01	49515	GENERAL FUND	ROAD PAVING PROJECT	0.00	
<b>Total 01</b>		<b>GENERAL FUND</b>		<b>22,379,181.48</b>	<b>23,966,998.75</b>
					<b>1,587,817.27</b>
05	34100	FIRE FUND	INTEREST INCOME		30,581.45
05	34317	FIRE FUND	ALARM REVENUE		280.00
05	35410	FIRE FUND	TRF FROM SEWER FUND		22,000.00
05	35420	FIRE FUND	TRF FROM GENERAL FUND		541,708.00
05	35500	FIRE FUND	GRANT REVENUE		50,000.00
05	36202	FIRE FUND	CONTRACTED FIRE PROT REV		730,930.50
05	40133	FIRE FUND	ADMIN EXPENSE	3,000.00	
05	40140	FIRE FUND	BANK FEES	91.36	
05	40931	FIRE FUND	UTILITIES	71,922.23	
05	41110	FIRE FUND	OFFICER STIPENDS	10,500.00	
05	41120	FIRE FUND	EQUIP MAINT/REPAIR	31,311.21	
05	41121	FIRE FUND	EQUIP SMALL MAINT & REPL FIRE	9,242.64	
05	41131	FIRE FUND	EQUIP RADIO MAINT - FIRE	314.14	
05	41135	FIRE FUND	REPORTING FEES - FIRE	9,000.00	
05	41150	FIRE FUND	ALLOC TO FIRE COMPANIES	330,000.00	
05	43013	FIRE FUND	CAPITAL EXPENSE	73,129.67	
05	43031	FIRE FUND	FUEL EXPENSE	32,940.10	
05	43720	FIRE FUND	VEHICLE REPAIR	226,114.01	
05	44570	FIRE FUND	TRF TO GENERAL FUND	59,328.00	
05	45760	FIRE FUND	OFF SITE STORAGE	677.00	
05	48600	FIRE FUND	INS EXPENSE-W/C/UNEMP	43,478.90	
05	48610	FIRE FUND	INSURANCE EXP	127,165.77	
<b>Total 05</b>		<b>FIRE FUND</b>		<b>1,028,215.03</b>	<b>1,375,499.95</b>
					<b>347,284.92</b>
07	34100	PARKS REC & EVENTS FUND	INTEREST INCOME		0.02
07	34323	PARKS REC & EVENTS FUND	SPECIAL EVENT APP FEE	0.00	

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07	40140	PARKS REC & EVENTS FUND	BANK FEES	986.50	
07	44570	PARKS REC & EVENTS FUND	TRF TO GENERAL FUND	4,172.66	
<b>Total 07</b>		<b>PARKS REC &amp; EVENTS FUND</b>		<b>5,159.16</b>	<b>0.02</b>

**(5,159.14)**

**Governmental Funds Inc/(Dec) Net Position-Cash Basis**

**2,245,626.26**

08	34100	SEWER FUND	INTEREST INCOME		136,297.63
08	34332	SEWER FUND	SEWER REV-CCH/ARKEMA		229,178.40
08	35500	SEWER FUND	GRANT REVENUE		225,000.00
08	36401	SEWER FUND	TAP IN FEES		10,231.66
08	36412	SEWER FUND	MONTHLY SEWER BILLINGS REV		5,245,181.52
08	36460	SEWER FUND	OUTSIDE HAULING REVENUE		376,127.14
08	40121	SEWER FUND	OFFICE SUPPLIES	6,234.81	
08	40122	SEWER FUND	POSTAGE & PRINTING	399.13	
08	40140	SEWER FUND	BANK FEES	921.21	
08	40931	SEWER FUND	UTILITIES	50,074.13	
08	40940	SEWER FUND	SERVICE CONTRACTS	10,733.91	
08	42007	SEWER FUND	PROFESSIONAL FEES	31,440.74	
08	42010	SEWER FUND	UNIFORMS	4,225.40	
08	42913	SEWER FUND	SAL EXPENSE-WW	1,064,039.95	
08	42922	SEWER FUND	LAB SUPPLIES	40,428.62	
08	42925	SEWER FUND	SANITARY SEWER	30,742.14	
08	42933	SEWER FUND	SLUDGE REMOVAL	819,945.17	
08	43013	SEWER FUND	CAPITAL EXPENSE	565,927.72	
08	43031	SEWER FUND	FUEL EXPENSE	6,164.15	
08	43720	SEWER FUND	VEHICLE REPAIR	0.00	
08	43825	SEWER FUND	SALA EXP-OT	13,179.87	
08	44570	SEWER FUND	TRF TO GENERAL FUND	0.00	
08	44573	SEWER FUND	TRF TO GF	600,000.00	
08	44579	SEWER FUND	TRF TO FIRE	22,000.00	
08	44880	SEWER FUND	TRF TO NU PENSION	80,108.00	
08	45438	SEWER FUND	REST FEST - SETUP/EQUIP	0.00	
08	45689	SEWER FUND	Utilities	335,734.14	
08	45691	SEWER FUND	Utilities- Pump Stations	7,642.63	
08	45702	SEWER FUND	EQUIP - PUMPING STATIONS	15,652.34	
08	45705	SEWER FUND	Heating Oil	49,881.19	
08	45708	SEWER FUND	GRIT REMOVAL	12,337.35	
08	45724	SEWER FUND	Pump Station Repairs	1,296.17	
08	45728	SEWER FUND	ALM SULFATE	134,220.97	
08	45730	SEWER FUND	CHLORINE	21,831.73	
08	45736	SEWER FUND	LIQUID BIO	2,048.51	
08	45738	SEWER FUND	Equipment	63,039.40	
08	45740	SEWER FUND	POLYMER	9,420.10	
08	45744	SEWER FUND	SODA ASH	37,438.50	
08	45746	SEWER FUND	MAT & SUPPLIES-SODA ASH - TR	13,976.24	
08	45748	SEWER FUND	SODIUM BI	2,049.42	
08	45750	SEWER FUND	SULPHUR DI	2,500.00	
08	45751	SEWER FUND	STATE APP FEES	12,829.28	

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Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
08	45774	SEWER FUND	TRAINING/DUES	4,233.55	
08	45778	SEWER FUND	Lab Professional Fees	26,077.42	
08	45782	SEWER FUND	REMOTE ACCESS POINTS	698.38	
08	45822	SEWER FUND	Plant Repairs	91,306.16	
08	45826	SEWER FUND	Generator Maint	4,923.91	
08	45828	SEWER FUND	HVAC Maint	1,400.00	
08	45830	SEWER FUND	INSTRUMENTATION	3,462.50	
08	47115	SEWER FUND	EMERGENCY CONTINGENCY	18,584.04	
08	48600	SEWER FUND	INS EXPENSE-W/C/UNEMP	123,499.82	
08	48610	SEWER FUND	INSURANCE EXP	61,774.80	
08	48700	SEWER FUND	INSURANCE EXP- MEDICAL	415,039.34	
08	48715	SEWER FUND	PENSION EXP-DEF CONTB	23,482.48	
08	48720	SEWER FUND	FICA EXPENSE	81,655.89	
08	49515	SEWER FUND	ROAD PAVING PROJECT	0.00	
<b>Total 08</b>		<b>SEWER FUND</b>	<b>Business Type Funds Inc(Dec) Net Position-Cash Basis</b>	<b>4,924,601.21</b>	<b>6,222,016.35</b>
					<b>1,297,415.14</b>
09	31090	PARKING FUND	EARNED INCOME TAX	0.00	
09	33103	PARKING FUND	PARKING TICKET REVENUE		1,400,258.07
09	33104	PARKING FUND	DISTRICT COURT VIOLATIONS		140,619.43
09	33110	PARKING FUND	SERVER FEE REVENUE-CONST		43,298.93
09	34100	PARKING FUND	INTEREST INCOME		59,875.05
09	34323	PARKING FUND	SPECIAL EVENT APP FEE	0.00	
09	35418	PARKING FUND	TRF FROM CAPITAL IMP FUND		46,874.37
09	36235	PARKING FUND	POLICE SVCS OT REIMB	0.00	
09	36241	PARKING FUND	BUILDING PERMITS	0.00	
09	36321	PARKING FUND	PARKING METER REVENUE		1,997,299.20
09	36322	PARKING FUND	PARKING PERMIT/LOT REVENUE		213,084.83
09	36323	PARKING FUND	PARKING GARAGE REVENUE		2,268,549.75
09	36326	PARKING FUND	PARKING GARAGE LEASED SPACE		115,127.72
09	36736	PARKING FUND	SOLAR/EV REVENUE		14,986.73
09	38000	PARKING FUND	MISCELLANEOUS REVENUE		100.00
09	38005	PARKING FUND	RECYCLING REVENUE		277.00
09	40121	PARKING FUND	OFFICE SUPPLIES	6,824.41	
09	40122	PARKING FUND	POSTAGE & PRINTING	22,584.34	
09	40124	PARKING FUND	LEASE EXPENSE	9,935.19	
09	40133	PARKING FUND	ADMIN EXPENSE	300.00	
09	40140	PARKING FUND	BANK FEES	284,671.98	
09	40430	PARKING FUND	LEGAL FEES-EMPLOYMT	9.50	
09	40616	PARKING FUND	SERVER FEE EXP-CONST	43,560.00	
09	40931	PARKING FUND	UTILITIES	56,242.80	
09	41313	PARKING FUND	SALARY EXPENSE-PARKING	600,266.98	
09	42007	PARKING FUND	PROFESSIONAL FEES	8,636.08	
09	42010	PARKING FUND	UNIFORMS	3,879.45	
09	43013	PARKING FUND	CAPITAL EXPENSE	467,166.46	
09	43031	PARKING FUND	FUEL EXPENSE	1,876.94	
09	43825	PARKING FUND	SALA EXP-OT	17,418.52	
09	43832	PARKING FUND	EV CHARGING EXP	2,480.00	
09	44518	PARKING FUND	WC BUS IMP DIST ALLOC	100,000.00	
09	44521	PARKING FUND	ENFORCEMENT SOFTWARE	47,377.88	
09	44525	PARKING FUND	PARKING METER MAINT	5,854.37	

Borough of West Chester  
Normal Trial Balance  
From 12/30/2025 Through 12/30/2025

Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance	
09	44545	PARKING FUND	PARKING GARAGE MAINT	241,957.12		
09	44570	PARKING FUND	TRF TO GENERAL FUND	2,132,100.00		
09	44880	PARKING FUND	TRF TO NU PENSION	68,664.00		
09	44922	PARKING FUND	ARMORED CAR SERVICE	8,266.00		
09	45758	PARKING FUND	PARKING METER SOFTWARE	202,667.42		
09	45760	PARKING FUND	OFF SITE STORAGE	1,266.50		
09	45774	PARKING FUND	TRAINING/DUES	4,881.36		
09	47240	PARKING FUND	INT EXP- PARKING	10,661.25		
09	47291	PARKING FUND	INT EXP- 2012C FT	11,061.25		
09	47296	PARKING FUND	INT EXP- 2016 2010 REFUND	339,107.50		
09	47299	PARKING FUND	Interest Exp 2013 Bicentennial	20,906.26		
09	48600	PARKING FUND	INS EXPENSE-W/C/UNEMP	15,936.79		
09	48610	PARKING FUND	INSURANCE EXP	84,287.81		
09	48700	PARKING FUND	INSURANCE EXP- MEDICAL	156,488.00		
09	48715	PARKING FUND	PENSION EXP-DEF CONTB	11,270.79		
09	48720	PARKING FUND	FICA EXPENSE	45,105.15		
09	48951	PARKING FUND	REFUNDS	213.73		
09	49515	PARKING FUND	ROAD PAVING PROJECT	0.00		
<b>Total 09</b>		<b>PARKING FUND</b>	<b>Business Type Funds Inc/(Dec) Net Position-Cash Basis</b>	<b>5,033,925.83</b>	<b>6,300,351.08</b>	<b>1,266,425.25</b>
10	34100	CAPITAL IMPROVEMENT FUND	INTEREST INCOME		6,006.05	
10	35420	CAPITAL IMPROVEMENT FUND	TRF FROM GENERAL FUND		586,235.00	
10	35500	CAPITAL IMPROVEMENT FUND	GRANT REVENUE		325,000.00	
10	43013	CAPITAL IMPROVEMENT FUND	CAPITAL EXPENSE	1,084,938.90		
10	44576	CAPITAL IMPROVEMENT FUND	TRF TO PARKING FUND	46,874.37		
<b>Total 10</b>		<b>CAPITAL</b>		<b>1,131,813.27</b>	<b>917,241.05</b>	<b>(214,572.22)</b>
11	34100	UDAG FUND	INTEREST INCOME		1,505.38	
<b>Total 11</b>		<b>UDAG FUND</b>		<b>0.00</b>	<b>1,505.38</b>	<b>1,505.38</b>
15	34100	HIGHWAY AID FUND	INTEREST INCOME		156.49	
15	35420	HIGHWAY AID FUND	TRF FROM GENERAL FUND	0.00		
15	36735	HIGHWAY AID FUND	LIQUID FUELS REVENUE		428,077.49	
15	40140	HIGHWAY AID FUND	BANK FEES	277.78		
15	40931	HIGHWAY AID FUND	UTILITIES	5,183.49		

Borough of West Chester  
Normal Trial Balance  
From 12/30/2025 Through 12/30/2025

Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance
15	43200	HIGHWAY AID FUND	WINTER MAINTENANCE	1,707.27	
15	43331	HIGHWAY AID FUND	TRAFFIC LIGHT MAINT	81,814.15	
15	43333	HIGHWAY AID FUND	TRAFFIC CONTROL DEVICES	13,017.56	
15	43620	HIGHWAY AID FUND	STORMWATER MAINTENANCE	0.00	
15	43800	HIGHWAY AID FUND	ALLEYS	3,200.00	
15	49515	HIGHWAY AID FUND	ROAD PAVING PROJECT	260,717.21	
<b>Total 15 HIGHWAY AID</b>				<b>365,917.46</b>	<b>428,233.98</b>
					<b>62,316.52</b>
16	34100	STREAM FUND	INTEREST INCOME		28,050.12
16	35420	STREAM FUND	TRF FROM GENERAL FUND		60,695.00
16	35430	STREAM FUND	TRF FROM DEBT SERVICE		278,846.86
16	38015	STREAM FUND	STREAM PROT REVENUE		1,311,654.25
16	40122	STREAM FUND	POSTAGE & PRINTING	32,825.20	
16	40133	STREAM FUND	ADMIN EXPENSE	2,500.00	
16	40140	STREAM FUND	BANK FEES	1,247.37	
16	40410	STREAM FUND	LEGAL FEES	11,819.36	
16	42007	STREAM FUND	PROFESSIONAL FEES	49,744.08	
16	43013	STREAM FUND	CAPITAL EXPENSE	585,244.68	
16	43620	STREAM FUND	STORMWATER MAINTENANCE	227,647.86	
16	44570	STREAM FUND	TRF TO GENERAL FUND	242,632.00	
16	45540	STREAM FUND	TREES	25,000.00	
<b>Total 16 STREAM FUND</b>				<b>1,178,660.55</b>	<b>1,679,246.23</b>
					<b>500,585.68</b>
17	34100	OPEB FUND	INTEREST INCOME		76,234.23
17	44570	OPEB FUND	TRF TO GENERAL FUND	64,931.00	
<b>Total 17 OPEB FUND</b>				<b>64,931.00</b>	<b>76,234.23</b>
					<b>11,303.23</b>
18	34100	CAPITAL RESERVE FUND	INTEREST INCOME		191,639.62
18	34101	CAPITAL RESERVE FUND	INTEREST ON CHECKING	0.00	
18	34105	CAPITAL RESERVE FUND	DIVIDEND INCOME		4,022.13
18	38900	CAPITAL RESERVE FUND	GAIN/(LOSS) ON SALE		1,536.64
18	38901	CAPITAL RESERVE FUND	UNREALIZED GAIN/(LOSS)		70,965.12
18	40133	CAPITAL RESERVE FUND	ADMIN EXPENSE	23,544.85	
18	40140	CAPITAL RESERVE FUND	BANK FEES	13,683.86	
<b>Total 18 CAPITAL RESERVE</b>				<b>37,228.71</b>	<b>268,163.51</b>
					<b>230,934.80</b>

Borough of West Chester  
Normal Trial Balance  
From 12/30/2025 Through 12/30/2025

Fund Code	GL Code	Fund Title	GL Title	Debit Balance	Credit Balance	
30	34100	SERVICE DEBT FUND	INTEREST INCOME		2,456.68	
30	44578	SERVICE DEBT FUND	TRF TO STREAM FUND	278,846.86		
<b>Total 30</b>		<b>SERVICE DEBT</b>		<b>278,846.86</b>	<b>2,456.68</b>	<b>(276,390.18)</b>

**Borough of West Chester**  
**Cash Position**  
**January 31,2026**

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance 1/1/2026</u>	<u>January Receipts</u>	<u>January Expenditures</u>	<u>Ending Balance 1/31/2026</u>
01-10000	GF Truist Cash	43,799	413,130	325,927	131,002
01-10036	PLGIT EIT Pension Pay Down Cash	1,258,504	101,385	-	1,359,889
01-10037	Santander GF Cash	-	-	-	-
01-10044	Santander ARPA Cash	319,583	-	-	319,583
01-10040	PLGIT Pcard Cash	42,148	48,910	47,252	43,806
01-12000	PLGIT GF Cash	3,297,664	10,376	48,779	3,259,261
	<b>Total General Fund</b>	<b>4,961,698</b>	<b>573,801</b>	<b>421,958</b>	<b>5,113,541</b>
05-10045	Santander Fire Cash	194,507	-	110,984	83,523
05-10053	PLGIT Fire Reserve	945,334	2,255	-	947,589
	<b>Total Fire Fund</b>	<b>1,139,841</b>	<b>2,255</b>	<b>110,984</b>	<b>1,031,112</b>
10-10006	PLGIT Rec In Lieu Cash	109,438	332	-	109,770
	<b>Total Recreation Fund</b>	<b>109,438</b>	<b>332</b>	<b>-</b>	<b>109,770</b>
08-10038	Santander Sewer Cash	1,544,583	745,679	1,409,628	880,634
08-10052	PLGIT Sewer Cash Reserve	4,764,737	14,508	-	4,779,245
	<b>Total Sewer Fund</b>	<b>6,309,320</b>	<b>760,187</b>	<b>1,409,628</b>	<b>5,659,879</b>
09-10026	Truist Parking Cash	960,695	193	26,647	934,241
09-10039	Santander Parking Cash	214,496	490,846	324,922	380,420
09-10103	TD Parking Cash	7,067	3,860	-	10,927
09-10051	PLGIT Parking Cash Reserve	2,783,102	7,693	-	2,790,795
	<b>Total Parking Fund</b>	<b>3,965,360</b>	<b>502,592</b>	<b>351,569</b>	<b>4,116,383</b>
10-10700	PLGIT Capital Improvement Fund	347	1	-	348
	Total Capital Improvement Fund	347	1	-	348
15-10015	BBT Highway Aid	163,623	7	2,530	161,100
	<b>Total Highway Aid Fund</b>	<b>163,623</b>	<b>7</b>	<b>2,530</b>	<b>161,100</b>
16-10034	Fulton SPF Cash	1,186,946	122,220	-	1,309,166
16-10054	PLGIT SPF Reserve	295,120	955	-	296,075
16-100-41	Santander SPF Cash	34,210	562,881	269,826	327,265
	<b>Total Stream Protection Fund</b>	<b>1,516,276</b>	<b>686,056</b>	<b>269,826</b>	<b>1,932,506</b>
18-120-03	BBT Capital Operating Investments	5,469,463	-	-	5,469,463
18-120-04	US Bank Capital Operating Investments	3,603,687	-	-	3,603,687
	<b>Total Capital Operating Reserve Fund</b>	<b>9,073,150</b>	<b>-</b>	<b>-</b>	<b>9,073,150</b>

**Borough of West Chester  
Cash Position  
January 31, 2026**

<b>A/C#</b>	<b>Description</b>	<b>Beginning Balance 1/1/2026</b>	<b>January Receipts</b>	<b>January Expenditures</b>	<b>Ending Balance 1/31/2026</b>
30-100-31	PLGIT 2016 GOB Bond	41,183	128	-	41,311
	<b>Total 2016 Bond Funds</b>	<b>41,183</b>	<b>128</b>	<b>-</b>	<b>41,311</b>
	<b>Total-All Funds</b>	<b>27,280,236</b>	<b>2,525,359</b>	<b>2,566,495</b>	<b>27,239,100</b>

**Due To/ Due From Balances  
1/31/2026**

<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>
01-13010	Due from Capital	352,131	10-23001	Due to GF	(352,131)	(0)
<hr/>						
		352,131			(352,131)	(0)

**Borough of West Chester****Budget to Actual Report Summary****For the year ended January 31, 2026****A. Administration:**

- a. Cash Basis accounting- revenues and expenses booked in January relate primarily to December.
- b. No significant revenues booked in January, which is typical. We use GF cash reserves in PLGIT to pay salaries and expenses. We also rely on interfund transfers until real estate taxes come in. Tax bills should be mailed out by the week of 2/16.
- c. \$37k booked in real estate taxes in collection.
- d. \$396k booked in earned income tax.

**B. Police:**

- a. Received 1<sup>st</sup> quarter payment of \$477,763 for EBT police protection contract.

**C. Highway Aid:**

- a. Will not receive annual 2026 allocation until April. \$44k of salt invoices received from December/January storms. Have not received invoice for snow hauling and mid-January snow events. Cash balance as of 1/31/2026: \$161,100.79.

**D. Stream Protection:**

- a. Bills mailed in January. Revenue of \$686,134 booked.

**E. Revolving Loan Fund:**

- a. Loan funds will be used for business improvement projects.
- b. Applicants must be property owners in the Borough.
- c. Loan applications are required. Each loan will require a promissory note backed by collateral.
- d. Committee will review loan applications quarterly. Committee will include Borough Manager, Asst. Manager, Finance Director, John O'Brien and a Council member.
- e. Working with Kristin Camp's office to finalize. Expected to be completed by March 2026.

**F. Purchasing Policy Updated:**

- a. Purchase orders required for all purchases over \$5,000.
- b. PO's between \$5,000 and \$9,999 require FD approval only.
- c. PO's over \$10,000 require FD/BM approval and BC approval when appropriate.

- d. 3 quotes needed for purchases between \$13,200 and \$24,499. Adjusted annually in accordance with PA Dept of Labor and Industry.
- e. Bidding threshold is for purchases over \$24,500.
- f. P-Card program restarted. Account holders must abide by P-Card policy.
- g. Encourage use of Amazon business account and Staples account for purchasing supplies and materials.

FUND: GENERAL:

DEPT: ADMIN, 90

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
30110	REAL ESTATE TAX REVENUE-CY LEVY	6,229,440	-	-	6,229,440	100%	(1,449)
30120	RE TAXES-PY LEVY	110,000	37,762	37,762	72,238	66%	-
31010	REAL ESTATE TRANSFER TAX	630,000	52,036	52,036	577,964	92%	-
31020	EARNED INCOME TAX	6,706,325	392,505	392,505	6,313,820	94%	-
31030	BUSINESS PRIVILEGE TAX	140,000	22,610	22,610	117,390	84%	-
31050	LOCAL SERVICES TAX	700,000	38,606	38,606	661,394	94%	-
34100	INTEREST INCOME	145,000	14,947	14,947	130,053	90%	10,586
36561	LIBRARY/BID MED. INS REIMB.	100,487	63,225	63,225	37,262	37%	15,185
36562	PHMIC REFUND	275,000	-	-	275,000	100%	-
39218	TRANSFER FROM CAP RESERVE	143,646	-	-	143,646	100%	-
39217	TRF FROM OPEB	192,755	-	-	192,755	100%	-
35505	GEN MUN PENSION-STATE AID	1,191,169	-	-	1,191,169	100%	-
38902	MISCELLANEOUS REVENUE	20,000	-	-	20,000	100%	19,430
35600	PAYMENT IN LIEU TAXES	14,000	-	-	14,000	100%	-
36165	CERTIF FEES	67,000	3,450	3,450	63,550	95%	6,400
32180	CELL TOWER/CABLE FRAN REV	250,000	3,360	3,360	246,640	99%	3,262
38030	UCOMP REIMBURSEMENT	3,000	-	-	3,000	100%	-
39205	TRF FROM FIRE FUND	61,108	61,108	61,108	-	0%	-
39208	TRF FROM SEWER FD	600,000	600,000	600,000	-	0%	-
39209	TRF FROM PARKING FD	2,217,384	184,782	184,782	2,032,602	92%	-
39216	TRF FROM SPF	262,815	262,815	262,815	-	0%	-
<b>Total Revenue</b>		<b>20,059,129</b>	<b>1,737,206</b>	<b>1,737,206</b>	<b>18,321,923</b>	<b>91%</b>	<b>53,414</b>

FUND: GENERAL:  
DEPT: ADMINISTRATION, 90

EXPENSE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
40110	SALARY EXP-BM	176,391	19,651	19,651	156,740	89%	12,577
40005	SALARY EXP-MAYOR/COUNCIL	33,000	-	-	33,000	100%	-
40612	SALARY EXP-ADMINISTRATION	458,030	50,653	50,653	407,377	89%	32,927
40212	SAL EXP- FINANCE	271,986	30,479	30,479	241,507	89%	15,560
40621	OFFICE SUPPLIES	6,000	-	-	6,000	100%	278
40124	POSTAGE & PRINTING	23,500	2,653	2,653	20,847	89%	(280)
40649	HR EXPENSE	22,500	1,980	1,980	20,520	91%	(5,392)
40124	LEASE EXPENSE	5,130	628	628	4,503	88%	832
48660	FIDELITY BOND MGR/TREAS	1,700	-	-	1,700	100%	4,838
40133	ADMIN EXPENSE	4,000	576	576	3,424	86%	8,962
40550	CODIFICATION	12,000	1,295	1,295	10,705	89%	-
40639	BANK FEES	16,050	4,752	4,752	11,298	70%	9,436
40245	PAYROLL PROCESSING EXPENSE	68,000	5,263	5,263	62,737	92%	-
40345	COLECTION FEES-BERKHEIMER	13,000	225	225	12,775	98%	5,408
40349	QUALIFYING VOL TAX CREDIT	12,000	-	-	12,000	100%	-
40431	LEGAL FEES	124,000	11,342	11,342	112,658	91%	-
40449	LEGAL FEES-EMPLOYMT	60,000	-	-	60,000	100%	-
40634	ADVERTISING EXPENSE	8,000	914	914	7,086	89%	-
40931	UTILITIES	50,000	7,590	7,590	42,410	85%	(2,054)
40936	FIRE HYDRANTS	83,000	-	-	83,000	100%	-
40685	STENOGRAPHER EXPENSE	1,200	-	-	1,200	100%	-
40745	SOFTWARE MAINT FEES	132,132	55,504	55,504	76,628	58%	45,153
49205	TRF TO FIRE	559,987	-	-	559,987	100%	-
49216	TRF TO SPF	52,105	-	-	52,105	100%	-
49265	TRF TO NU	232,321	-	-	232,321	100%	-
49210	TRF TO CAPITAL	115,000	-	-	115,000	100%	-
40150	BOARDS & COMMISSIONS EXP	10,000	-	-	10,000	100%	-
40049	LIBRARY ALLOCATION	110,000	-	-	110,000	100%	-
40231	AUDIT EXPENSE	60,000	-	-	60,000	100%	-
40686	OFF SITE STORAGE	4,100	251	251	3,849	94%	639
40646	TRAINING	30,320	1,375	1,375	28,945	95%	-
40654	Tuition Reimbursement	3,600	-	-	3,600	100%	1,200
47121	PRIN PYMT- 2014 ENERGY	49,000	49,000	49,000	-	0%	48,000
47122	PRINCIPAL PAYMENS-2016 BUILD	260,000	-	-	260,000	100%	-
47123	PRIN PYMNT- 2016 STREAM PROT	60,000	-	-	60,000	100%	-
47124	PRIN PYMT- 2016 FIRE TK	125,000	-	-	125,000	100%	-
47122	INT EXP- 2016 Building	131,936	-	-	131,936	100%	-
47124	INT EXP- 2016 FIRE TRUCK	57,026	-	-	57,026	100%	-
47121	INT EXP- 2014 ENREGY	42,885	12,399	12,399	30,486	71%	15,399

JANUARY 31, 2026 BUDGET TO ACTUAL REPORT

47225	INT EXP- 2016 STREAM	53,783	-	-	53,783	100%	-
48330	NU DEFINED CONTRB EXPENSE	33,249	3,498	3,498	29,751	89%	-
48400	WC INSURANCE EXPENSE	9,151	6,582	6,582	2,569	28%	-
40045	INSURANCE EXP	55,000	-	-	55,000	100%	24,290
48700	INSURANCE EXP- MEDICAL	358,445	77,107	77,107	281,338	78%	(5,192)
48110	FICA EXPENSE	71,865	7,710	7,710	64,155	89%	4,671
40045	GOODFELLOWSHIP AMBULANCE ALLOC	298,215	-	-	298,215	100%	-
<b>Total Expense</b>		<u>4,364,607</u>	<u>351,429</u>	<u>351,429</u>	<u>4,013,178</u>	<u>92%</u>	<u>217,253</u>
<b>Inc/(Dec) in net position</b>			<u>1,385,777</u>	<u>1,385,777</u>			

FUND: GENERAL  
 DEPT: POLICE, 40

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total	
						Budget Remaining	Prior Year Actual
33112	ORDINANCE VIOLATIONS	280,000	27,093	27,093	252,907	90%	19,070
36213	ALARM REVENUE	30,000	2,050	2,050	27,950	93%	5,000
35810	EBT POLICE PROT CONTRACT	1,911,053	477,763	477,763	1,433,290	75%	454,839
36210	POLICE SERVICES OT REIMB	155,920	46,730	46,730	109,190	70%	27,254
36211	POLICE RECORDS	9,060	60	60	9,000	99%	1,590
38002	RESTITUTION PYMTS	16,670	1,375	1,375	15,295	92%	-
<b>Total Revenue</b>		<b>2,402,703</b>	<b>555,071</b>	<b>555,071</b>	<b>1,847,632</b>	<b>77%</b>	<b>507,753</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	5,000	459	459	4,541	91%	-
40122	POSTAGE & PRINTING	6,062	214	214	5,848	96%	390
40124	LEASE EXPENSE	159,500	13,055	13,055	146,445	92%	8,553
40133	ADMIN EXPENSE	3,000	425	425	2,575	86%	200
40280	CIVIL SERVICE	20,000	1,978	1,978	18,022	90%	194
40931	UTILITIES	56,776	10,630	10,630	46,146	81%	3,389
41010	SAL EXP-LTS	561,699	79,805	79,805	481,894	86%	64,543
41012	SAL EXP-POLICE OFF	5,451,894	770,704	770,704	4,681,190	86%	419,994
41014	SALARY EXP-POL ADMIN/DISP	881,232	95,378	95,378	785,854	89%	56,650
41023	SMALL EQUIPMENT	23,000	5,821	5,821	17,179	75%	269
41031	CONTRACT EXPENSES	116,453	4,890	4,890	111,563	96%	6,193
41032	CELL BLOCK	2,000	-	-	2,000	100%	16
41033	FALSE ARREST INSURANCE EXP	27,625	(469)	(469)	28,094	102%	-
42010	UNIFORMS	65,000	899	899	64,101	99%	323
43031	FUEL EXPENSE	58,000	6,945	6,945	51,055	88%	4,137
41015	SAL EXP-POLICE CHIEF	195,619	30,462	30,462	165,157	84%	22,856
43822	SOFTWARE MAINT FEES	20,500	-	-	20,500	100%	-
43825	SALA EXP-OT	372,500	38,467	38,467	334,033	90%	17,477
44571	TRF TO CAPITAL	115,000	-	-	115,000	100%	-
44871	TRF TO POLICE PENS	1,424,902	-	-	1,424,902	100%	-
45300	DONATIONS EXPENSE	500	-	-	500	100%	-
45655	ARMORY	33,700	(1,130)	(1,130)	34,830	103%	-
45712	INFORMANT FEES	5,000	-	-	5,000	100%	5,000
45756	MEDICAL SERVICES	11,770	404	404	11,366	97%	972
45762	MAYOR	5,000	3,499	3,499	1,501	30%	325
45772	UNIT	92,250	66	66	92,184	100%	5,744
45774	TRAINING EXPENSE	70,000	5,297	5,297	64,703	92%	8,284
45800	SPCA	15,000	-	-	15,000	100%	-
45810	TRANSLATION	2,500	175	175	2,325	93%	293
45851	TRF TO OPEB	85,000	-	-	85,000	100%	-
48330	NU DEFINED CONTRB EXPENSE	13,663	1,653	1,653	12,010	88%	-
48400	WC INSURANCE EXPENSE	374,177	36,990	36,990	337,187	90%	44,017
48620	INSURANCE EXP	95,064	-	-	95,064	100%	30,616
48700	INSURANCE EXP- MEDICAL	1,551,378	330,485	330,485	1,220,893	79%	214,070
48720	FICA EXPENSE	162,849	20,628	20,628	142,221	87%	11,944
<b>Total Expense</b>		<b>12,083,613</b>	<b>1,457,731</b>	<b>1,457,731</b>	<b>10,625,882</b>	<b>88%</b>	<b>926,450</b>
<b>Inc/(Dec) in net position</b>			<b>(902,659)</b>	<b>(902,659)</b>			

FUND: GENERAL  
 DEPT: HOUS, 50

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
33112	ORDINANCE VIOLATIONS	70,000	2,124	2,124	67,876	97%	-
362176	LICENSES/PERMITS-MECHANICAL	60,000			60,000	100%	-
36134	ZONING HEARING BOARD	40,000	1,000	1,000	39,000	98%	-
36135	ZONING SITE INSPECTIONS	3,000			3,000	100%	-
36241	BUILDING PERMITS	300,000	37,968	37,968	262,032	87%	6,996
36242	ELECTRICAL PERMITS	30,000	5,034	5,034	24,966	83%	-
36243	PLUMBING PERMITS	20,000	2,059	2,059	17,942	90%	1,100
36245	RENTAL PERMITS	388,000	2,464	2,464	385,536	99%	22,506
38007	LAND DEVELOPMENT FEES	-	310	310	(310)	#DIV/0!	771
<b>Total Revenue</b>		<b>911,000</b>	<b>50,959</b>	<b>50,959</b>	<b>860,042</b>	<b>94%</b>	<b>31,373</b>

FUND: GENERAL  
 DEPT: HOUS, 50

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	-	257	257	(257)	#DIV/0!	43
40122	POSTAGE & PRINTING	3,000	-	-	3,000	100%	39
40124	LEASE EXPENSE	9,558	1,195	1,195	8,363	88%	797
40745	SOFTWARE EXPENSE	-	5,855	5,855	(5,855)	#DIV/0!	-
40931	UTILITIES	4,000	438	438	3,562	89%	704
40612	SAL EXP-HOUSING	517,024	52,965	52,965	464,059	90%	27,920
41331	ZONING HEARING	50,000	1,956	1,956	48,044	96%	169
41332	ELECTRICAL INSPECTOR	15,000	-	-	15,000	100%	-
41333	MECHANICAL INSPECTOR	20,000	-	-	20,000	100%	-
41340	OTHER THIRD PARTY INSPECTION EXPENSE	75,000	450	450	74,550	99%	923
43031	FUEL EXPENSE	1,500	201	201	1,299	87%	146
43612	DCED FILING FEES	3,000	-	-	3,000	100%	-
40618	SALA EXP-OT	1,500	11	11	1,490	99%	20
45716	LAND DEVELOPMENT EXPENSES	-	444	444	(444)	#DIV/0!	-
45760	OFF SITE STORAGE	3,500	301	301	3,199	91%	301
45774	TRAINING EXPENSE	24,000	894	894	23,106	96%	-
48330	NU DEFINED CONTRB EXPENSE	25,851	2,229	2,229	23,622	91%	1,243
48400	WC INSURANCE EXPENSE	5,484	527	527	4,957	90%	506
48700	INSURANCE EXP- MEDICAL	205,447	34,459	34,459	170,988	83%	13,641
48720	FICA EXPENSE	39,667	4,053	4,053	35,614	90%	2,137
<b>Total Expense</b>		<b>1,003,531</b>	<b>106,234</b>	<b>106,234</b>	<b>897,297</b>	<b>89%</b>	<b>48,590</b>
<b>Inc/(Dec) in net position</b>			<b>(55,275)</b>	<b>(55,275)</b>			

FUND: GENERAL

DEPT: IT,70

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	2,700	512	512	2,188	81%	423
40712	SALARY EXPENSE- IT	189,476	21,568	21,568	167,908	89%	14,073
43829	MICROSOFT	45,000	5,374	5,374	39,626	88%	-
49201	TRF TO CAPITAL	62,414	-	-	62,414	100%	-
45659	BACKUP & SUPP SVC	54,000	-	-	54,000	100%	1,361
45766	PARTS	30,000	2,137	2,137	27,863	93%	798
45774	TRAINING EXPENSE	10,000	-	-	10,000	100%	599
45782	REMOTE ACCESS POINTS	4,000	1,137	1,137	2,863	72%	-
45798	SOFTWARE	24,000	-	-	24,000	100%	114
45802	ADVANCED THREAT	80,000	-	-	80,000	100%	7,138
45820	WEBSITE	25,000	-	-	25,000	100%	-
48330	NU DEFINED CONTRB EXPENSE	3,212	353	353	2,859	89%	231
48400	WC INSURANCE EXPENSE	1,921	185	185	1,736	90%	245
48700	INSURANCE EXP- MEDICAL	70,280	16,696	16,696	53,584	76%	11,198
48720	FICA EXPENSE	14,495	-	-	14,495	100%	-
<b>Total Expense</b>		<b>616,498</b>	<b>47,962</b>	<b>47,962</b>	<b>568,536</b>	<b>92%</b>	<b>36,180</b>
<b>Inc/(Dec) in net position</b>			<b>(47,962)</b>	<b>(47,962)</b>			

FUND: GENERAL

DEPT: PW, 80

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
32280	STREET OPEN/SIDEWALK PERMITS	125,000	68,660	68,660	56,340	45%	10,200
35500	GRANT-RECYCLING	60,000	-	-	60,000	100%	-
35510	WINTER MAINTENANCE	33,000	-	-	33,000	100%	-
36451	RECYCLING REVENUE	10,000	705	460	9,540	95%	801
36481	DUMPSTER FEES	5,000	501	501	4,499	90%	90
36482	TRASH BAG FEES	28,000	3,245	3,245	24,755	88%	4,003
<b>Total Revenue</b>		<b>261,000</b>	<b>73,111</b>	<b>72,866</b>	<b>188,134</b>	<b>72%</b>	<b>15,094</b>

FUND: GENERAL  
DEPT: PW, 80

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	-	-	2,000	100%	302
40122	POSTAGE & PRINTING	3,000	148	148	2,852	95%	254
40124	LEASE EXPENSE	63,331	5,278	5,278	58,053	92%	6,753
40133	ADMIN EXPENSE	5,500	-	-	5,500	100%	283
40920	MAT & SUPPLIES	22,000	3,177	3,177	18,823	86%	3,410
40931	UTILITIES	67,000	6,440	6,440	60,560	90%	2,016
40936	UTILITIES - STREET LIGHTS	108,486	10,852	10,852	97,634	90%	-
40940	REPAIR/MAINT BUILDINGS	130,000	2,586	2,586	127,414	98%	9,407
41400	LANDSCAPE MAINTENANCE	76,000	-	-	76,000	100%	1,400
42000	ADVERTISING	-	363	363	(363)	#DIV/0!	878
42010	UNIFORMS	21,000	2,340	2,340	18,660	89%	3,767
42011	CONSULTANTS	90,000	11,638	11,638	78,363	87%	32,564
42730	TRASH	232,000	5,448	5,448	226,552	98%	26,391
42732	RECYCLING	81,000	7,579	7,579	73,421	91%	1,310
43012	SAL EXP-PW	2,030,035	226,838	226,838	1,803,197	89%	167,369
43031	FUEL EXPENSE	110,000	7,539	7,539	102,461	93%	8,238
43720	EQUIPMENT REPAIR EXPENSE	255,000	29,529	29,529	225,471	88%	17,638
43725	TOOLS	23,100	635	635	22,465	97%	2,661
43800	ALLEYS	10,000	423	423	9,577	96%	121
43825	SALA EXP-OT	50,000	30,175	30,175	19,825	40%	15,911
44571	TRF TO CAPITAL	399,500	-	-	399,500	100%	-
45430	PARK MAINTENANCE	47,047	-	-	47,047	100%	-
45540	TREES	225,000	-	-	225,000	100%	6,068
45630	LIBRARY MAINT	30,000	1,406	1,406	28,594	95%	1,012
45774	TRAINING	7,500	588	588	6,912	92%	728
48330	NU DEFINED CONTRB EXPENSE	42,342	5,102	5,102	37,240	88%	3,074
48400	WC INSURANCE EXPENSE	183,137	18,034	18,034	165,103	90%	13,778
48610	INSURANCE EXP	92,360	-	-	92,360	100%	45,924
48700	INSURANCE EXP- MEDICAL	733,962	149,847	149,847	584,115	80%	104,314
48720	FICA EXPENSE	159,123	19,661	19,661	139,462	88%	14,021
<b>Total Expense</b>		<b>5,299,423</b>	<b>545,626</b>	<b>545,626</b>	<b>4,753,797</b>	<b>90%</b>	<b>489,593</b>
<b>Inc/(Dec) in net position</b>			<b>(472,515)</b>	<b>(472,760)</b>			

FUND: GENERAL

DEPT: REC, 07

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
36732	SPECIAL EVENT FEE	50,000	1,000	1,000	49,000	98%	9,731
36733	REST FESTIVAL REVENUE	30,000	-	-	30,000	100%	-
36734	TURKS HEAD FEST REVENUE	11,000	-	-	11,000	100%	-
36731	SPONSORSHIP REVENUE	30,000	-	-	30,000	100%	500
36738	PARK RENTAL FEES	7,000	25	25	6,975	100%	628
36739	TRIP/CLASS REVENUE	53,000	96	96	52,904	100%	1,155
<b>Total Revenue</b>		<b>181,000</b>	<b>1,121</b>	<b>1,121</b>	<b>179,879</b>	<b>99%</b>	<b>12,014</b>

FUND: GENERAL

DEPT: REC, 07

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	-	251	251	(251)	#DIV/0!	110
42000	ADVERTISING	21,000	-	-	21,000	100%	-
43820	SAL EXP- RECREATION	180,673	20,269	20,269	160,404	89%	13,200
43822	SOFTWARE EXPENSE	6,500	-	-	6,500	100%	-
45432	TRIPS/CLASS EXPENSE	53,000	632	632	52,368	99%	13,744
45436	REST FESTIVAL	40,000	-	-	40,000	100%	-
45450	TURKS HEAD FESTIVAL	20,000	-	-	20,000	100%	-
45452	TOUCH TRUCK EVENT	5,000	-	-	5,000	100%	-
45457	HALLOWEEN PARADE	6,000	-	-	6,000	100%	-
45458	EVENTS EXPENSE	20,000	-	-	20,000	100%	-
45480	SMALL EVENT EXPENSE	22,000	-	-	22,000	100%	-
45760	OFF SITE STORAGE	-	50	50	(50)	#DIV/0!	50
45774	TRAINING	4,000	-	-	4,000	100%	-
48330	NU DEFINED CONTRB EXPENSE	3,053	340	340	2,713	89%	223
48400	WC INSURANCE EXPENSE	1,922	185	185	1,737	90%	205
48700	INSURANCE EXP- MEDICAL	50,192	12,049	12,049	38,143	76%	5,547
48110	FICA EXPENSE	13,821	1,551	1,551	12,270	89%	1,010
<b>Total Expense</b>		<b>447,161</b>	<b>35,327</b>	<b>35,327</b>	<b>411,834</b>	<b>92%</b>	<b>34,088</b>
<b>Inc/(Dec) in net position</b>			<b>(34,206)</b>	<b>(34,206)</b>			

FUND: FIRE

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	33,075	2,255	2,255	30,820	93%	-
36202	CONTRACTED FIRE PROT REV	818,665	-	-	818,665	100%	-
39201	TRF FROM GF	559,987	-	-	559,987	100%	-
<b>Total Revenue</b>		<b>1,411,727</b>	<b>2,255</b>	<b>2,255</b>	<b>1,409,472</b>	<b>100%</b>	<b>-</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	23,764	-	-	23,764	100%	1,000
40931	UTILITIES	97,490	2,287	2,287	95,203	98%	11,491
41110	OFFICER STIPENDS	10,927	-	-	10,927	100%	-
41120	EQUIP MAINT/REPAIR	37,662	574	574	37,088	98%	1,805
41121	EQUIP SMALL MAINT & REPL FIRE	-	1,024	1,024	(1,024)	#DIV/0!	365
41135	REPORTING FEES - FIRE	-	1,000	1,000	(1,000)	#DIV/0!	1,000
41150	ALLOC TO FIRE COMPANIES	343,332	-	-	343,332	100%	-
43013	CAPITAL EXPENSE	486,720	27,355	27,355	459,365	94%	-
43031	FUEL EXPENSE	40,495	3,735	3,735	36,760	91%	2,943
43720	VEHICLE REPAIR	162,240	10,452	10,452	151,788	94%	9,866
44573	TRF TO GF	61,108	61,108	61,108	-	0%	-
48600	INS EXPENSE-W/C/UNEMP	-	7,742	7,742	(7,742)	#DIV/0!	-
48610	INSURANCE EXP	147,989	25,814	25,814	122,175	83%	32,529
<b>Total Expense</b>		<b>1,411,727</b>	<b>141,092</b>	<b>141,092</b>	<b>1,270,635</b>	<b>90%</b>	<b>61,000</b>
<b>Inc(Dec) in net position</b>			<b>(138,836)</b>	<b>(138,837)</b>			

FUND:SEWER

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
29600	FUND BALANCE	1,969,968	1,969,968	1,969,968	-	0%	-
34100	INTEREST INCOME	90,000	14,508	14,508	75,492	84%	8,491
34332	SEWER REV-CCH/ARKEMA	200,000	28,621	28,621	171,379	86%	20,145
35500	GRANT REVENUE	900,000	-	-	900,000	100%	-
36401	TAP IN FEES	25,000	-	-	25,000	100%	-
37811	SEWER REVENUE-RES/COMM	5,317,006	722,149	722,149	4,594,857	86%	815,873
36460	OUTSIDE HAULING REVENUE	410,000	-	-	410,000	100%	-
<b>Total Revenue</b>		<b>8,911,974</b>	<b>2,735,246</b>	<b>2,735,246</b>	<b>6,176,728</b>	<b>69%</b>	<b>844,509</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	7,000	241	241	6,759	97%	176
40931	UTILITIES	405,400	28,567	28,567	376,833	93%	4,070
40940	SERVICE CONTRACTS	11,500	-	-	11,500	100%	-
42007	ENGINEERING FEES	80,000	5,495	5,495	74,505	93%	7,755
42010	UNIFORMS	9,000	373	373	8,627	96%	2,329
42913	SAL EXPENSE-WW	1,170,596	127,552	127,552	1,043,044	89%	88,677
42922	LAB SUPPLIES	50,000	1,846	1,846	48,154	96%	4,074
42925	SEWER MAINT INFLOW/INFLT	75,000	-	-	75,000	100%	12,674
42933	SLUDGE REMOVAL	980,000	21,076	21,076	958,924	98%	78,989
43013	CAPITAL EXPENSE	3,776,000	14,361	14,361	3,761,639	100%	119,791
43031	FUEL EXPENSE	10,000	636	636	9,364	94%	356
43825	SALA EXP-OT	20,000	3,037	3,037	16,963	85%	761
49265	TRF TO NU	62,548	-	-	62,548	100%	-
45691	Utilities- Pump Stations	30,600	1,468	1,468	29,132	95%	-
45702	EQUIP - PUMPING STATIONS	30,000	-	-	30,000	100%	-
45705	Heating Oil	43,000	9,938	9,938	33,062	77%	14,424
45708	GRIT REMOVAL	42,550	1,589	1,589	40,961	96%	730
45724	Pump Station Repairs	8,000	-	-	8,000	100%	-
45728	ALM SULFATE	360,000	23,963	23,963	336,037	93%	25,764
45730	CHLORINE	13,000	4,145	4,145	8,855	68%	-
45736	LIQUID BIO	3,000	-	-	3,000	100%	-
45738	Equipment	70,000	6,076	6,076	63,924	91%	6,853
45740	POLYMER	10,000	-	-	10,000	100%	-
45744	SODA ASH	60,000	-	-	60,000	100%	12,862
45748	SODIUM BI	6,000	2,192	2,192	3,808	63%	-
45750	SULPHUR DI	5,000	1,250	1,250	3,750	75%	-
45751	STATE APP FEES	13,000	1,875	1,875	11,125	86%	325
45774	TRAINING	10,000	-	-	10,000	100%	250
45778	Lab Professional Fees	34,000	1,578	1,578	32,422	95%	2,248
45822	Plant Repairs	120,000	1,152	1,152	118,848	99%	5,783
45826	Generator Maint	6,000	-	-	6,000	100%	-
45828	HVAC Maint	10,000	-	-	10,000	100%	-
45830	INSTRUMENTATION	7,500	-	-	7,500	100%	450
47115	EMERGENCY CONTINGENCY	30,000	-	-	30,000	100%	-
48330	NU DEFINED CONTRB EXPENSE	27,652	2,639	2,639	25,013	90%	2,062
48400	WC INSURANCE EXPENSE	75,818	7,485	7,485	68,333	90%	407
48610	INSURANCE EXP	112,704	-	-	112,704	100%	30,616
48700	INSURANCE EXP- MEDICAL	436,026	85,115	85,115	350,911	80%	68,839
48720	FICA EXPENSE	91,080	9,990	9,990	81,090	89%	6,842
49201	TRF TO GF	600,000	600,000	600,000	-	0%	-
<b>Total Expense</b>		<b>8,911,974</b>	<b>963,640</b>	<b>963,640</b>	<b>7,948,334</b>	<b>89%</b>	<b>498,104</b>
<b>Inc/(Dec) in net position</b>			<b>1,771,606</b>	<b>1,771,606</b>			

FUND: PARKING

REVENUE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total Budget Remaining	Prior Year Actual
33114	PARKING TICKET REVENUE	1,200,000	81,523	81,523	1,118,477	93%	100,534
33112	ORDINANCE VIOLATIONS	150,000	13,832	13,832	136,168	91%	14,558
33110	SERVER FEE REVENUE-CONST	45,600	3,183	3,183	42,418	93%	4,210
34100	INTEREST INCOME	35,000	7,703	7,703	27,297	78%	1,947
36311	PARKING PERMIT REVENUE	200,000	5,804	5,804	194,196	97%	1,902
36321	PARKING METER REVENUE	2,028,000	116,956	116,956	1,911,044	94%	158,708
36324	PARK GARG REVENUE-NET	2,000,000	165,830	165,830	1,834,170	92%	70,741
36325	PARKING GARAGE LEASED SPACE	122,000	6,126	6,126	115,874	95%	14,067
38900	SOLAR/EV REVENUE	14,000	1,216	1,216	12,784	91%	1,666
<b>Total Revenue</b>		<b>5,794,600</b>	<b>402,173</b>	<b>402,173</b>	<b>5,392,427</b>	<b>93%</b>	<b>368,331.74</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	7,000	88	88	6,912	99%	769
40122	POSTAGE & PRINTING	20,000	553	553	19,447	97%	(513)
40124	LEASE EXPENSE	4,779	398	398	4,381	92%	797
40133	ADMIN EXPENSE	3,000	393	393	2,607	87%	300
40400	LEGAL FEES	10,000	-	-	10,000	100%	-
40616	SERVER FEE EXP-CONST	60,000	1,925	1,925	58,075	97%	2,200
40639	BANK FEES	310,000	22,786	22,786	287,214	93%	-
40931	UTILITIES	55,551	4,054	4,054	51,497	93%	248
41313	SALARY EXPENSE-PARKING	692,248	71,274	71,274	620,974	90%	49,614
42007	PROFESSIONAL FEES	60,000	-	-	60,000	100%	1,900
42010	UNIFORMS	4,000	422	422	3,578	89%	-
43013	CAPITAL EXPENSE	466,807	-	-	466,807	100%	28,940
43031	FUEL EXPENSE	1,800	165	165	1,635	91%	176
43825	SALA EXP-OT	30,000	668	668	29,332	98%	1,282
43832	EV CHARGING EXP	4,000	-	-	4,000	100%	-
44518	WC BUS IMP DIST ALLOC	100,000	-	-	100,000	100%	-
44521	ENFORCEMENT SOFTWARE	42,000	2,086	2,086	39,914	95%	3,639
44525	PARKING METER MAINT	20,000	12,542	12,542	7,458	37%	-
44545	PARKING GARAGE MAINT	230,000	568	568	229,432	100%	23,626
44891	TRF TO NU	53,613	-	-	53,613	100%	-
44922	ARMORED CAR SERVICE	8,200	753	753	7,447	91%	676
45758	PARKING METER SOFTWARE	154,000	-	-	154,000	100%	7,404
45774	TRAINING	18,000	1,100	1,100	16,900	94%	89
47140	PRIN PAYMENTS	550,000	-	-	550,000	100%	-
47291	INT EXP- 2011	20,873	-	-	20,873	100%	-
47296	INT EXP- 2016 2010 REFUND	330,708	-	-	330,708	100%	-
47299	Interest Exp 2013 Bicentennial	14,375	-	-	14,375	100%	-
48330	NU DEFINED CONTRB EXPENSE	12,853	1,287	1,287	11,566	90%	1,016
48400	WC INSURANCE EXPENSE	8,189	802	802	7,387	90%	242
48610	INSURANCE EXP	62,313	-	-	62,313	100%	26,789
48700	INSURANCE EXP- MEDICAL	167,655	20,719	20,719	146,936	88%	32,732
48720	FICA EXPENSE	55,252	5,504	5,504	49,748	90%	3,894
49201	TRF TO GF	2,217,384	184,782	184,782	2,032,602	92%	-
<b>Total Expense</b>		<b>5,794,600</b>	<b>332,869</b>	<b>332,869</b>	<b>5,461,731</b>	<b>94%</b>	<b>185,819</b>
<b>Inc/(Dec) in net position</b>			<b>69,304</b>	<b>69,304</b>			

FUND: LIQUID FUELS

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	1,200	7	7	1,193	99%	4
36735	LIQUID FUELS REVENUE	412,306	-	-	412,306	100%	-
<b>Total Revenue</b>		<b>413,506</b>	<b>7</b>	<b>7</b>	<b>413,499</b>	<b>100%</b>	<b>4</b>

EXPENSE

Account Code	Account Title	Total Budget - Original	Current Period Actual	YTD Actual	Total Budget Variance	Percent Total	
						Budget Remaining	Prior Year Actual
40639	BANK FEES	-	24	24	(24)	#DIV/0!	-
40931	UTILITIES	-	-	-	-	#DIV/0!	491
43200	WINTER MAINTENANCE	50,000	1,996	1,996	48,004	96%	1,707
43331	TRAFFIC LIGHT MAINT	46,300	2,051	2,051	44,249	96%	2,803
43333	TRAFFIC CONTROL DEVICES	10,000	-	-	10,000	100%	321
49515	ROAD PAVING PROJECT	307,206	-	-	307,206	100%	-
<b>Total Expense</b>		<b>413,506</b>	<b>4,070</b>	<b>4,070</b>	<b>409,436</b>	<b>99%</b>	<b>5,323</b>
<b>Inc/(Dec) in net position</b>			<b>(4,063)</b>	<b>(4,063)</b>			

FUND: STREAM PROTECTION

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	40,000	955	955	39,045	98%	3,637
35500	GRANT REVENUE	225,000	-	-	225,000	100%	-
38015	STREAM PROT REVENUE	1,200,000	686,134	686,134	513,866	43%	661,213
39216	TRF FROM GF	52,105			52,105	100%	
	<b>Total Revenue</b>	<b>1,517,105</b>	<b>687,089</b>	<b>687,089</b>	<b>830,016</b>	<b>55%</b>	<b>664,850</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	-	4,925	4,925	(4,925)	#DIV/0!	788
40133	ADMIN EXPENSE	37,000	-	-	37,000	100%	-
42007	PROFESSIONAL FEES	93,000	155	155	92,845	100%	970
43013	CAPITAL EXPENSE	750,000	3,317	3,317	746,683	100%	31,532
40410	LEGAL FEES	75,000	-	-	75,000	100%	-
43620	STORMWATER MAINTENANCE	274,290	-	-	274,290	100%	-
45540	TREES	25,000	-	-	25,000	100%	-
49201	TRF TO GF	262,815	262,815	262,815	-	0%	-
<b>Total Expense</b>		<b>1,517,105</b>	<b>271,213</b>	<b>271,213</b>	<b>1,245,893</b>	<b>82%</b>	<b>33,289</b>
<b>Inc/(Dec) in net position</b>			<b>415,877</b>	<b>415,877</b>			

**Check Register-All Funds  
January 31, 2026**

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>
<b>10015 - CASH-TRUIST HIGHWAY AID</b>			
2398	LENNI ELECTRIC CORPORATION	1/28/2026	510.00
	<b>Total 10015 - CASH-TRUIST HIGHWAY AID</b>		<b>510.00</b>

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
<b>10037 - CASH- SANTANDER BANK GF</b>			
017735	ABILA	1/7/2026	934.22
017736	ARIANNA'S GOURMET CAFE	1/7/2026	5,687.25
017737	BS&A SOFTWARE	1/7/2026	45,675.00
017738	KEYSTONE PARTNERS, LLC	1/7/2026	1,980.00
017739	CDW GOVERNMENT INC	1/7/2026	1,472.66
017740	PA MUNICIPAL HEALTH - BENECON	1/7/2026	207,604.64
017741	TRANSPORTATION MGMT ASSOC CC	1/7/2026	1,100.00
017742	21st CENTURY MEDIA	1/14/2026	1,246.63
017743	ACE HARDWARE OF WEST CHESTER	1/14/2026	3,217.91
017744	ASSOCIATED TRUCK PARTS	1/14/2026	536.16
017745	AP BENEFIT ADVISORS, LLC	1/14/2026	5,158.90
017746	FISHER AUTO PARTS	1/14/2026	115.68
017747	BFI King of Prussia - 4586	1/14/2026	7,415.06
017748	QUINTON BIRL	1/14/2026	320.00
017749	BRANDYWINE REPORTING,INC.	1/14/2026	175.00
017750	CHESTER COUNTY TREASURER -DCIS	1/14/2026	225.49
017751	CHESTER CO POLICE CHIEFS ASSOC	1/14/2026	300.00
017752	CHESTER COUNTY SOLID WASTE AUT	1/14/2026	5,448.12
017753	DALE'S FIRE EXTINGUISHERS	1/14/2026	1,010.50
017754	DEERE & COMPANY	1/14/2026	27,025.66
017755	EHRlich 1359462	1/14/2026	361.80
017756	Enterprise FM Trust	1/14/2026	90.00
017757	FEL - WEST CHESTER, PA #501	1/14/2026	7.57
017758	GL SAYRE INC - CONSHOHOCKEN	1/14/2026	343.02
017759	INTERSTATE BATTERIES	1/14/2026	1,146.15
017760	INTERNATIONAL CODE COUNCIL INC	1/14/2026	285.00
017761	LANGUAGE LINE SERVICES INC	1/14/2026	174.72
017762	MCDONALD UNIFORM COMPANY	1/14/2026	76.01
017763	PA DEPT OF LABOR & INDUSTRY	1/14/2026	7,742.00

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
017764	PA SOLAR CENTER	1/14/2026	100.00
017765	PENNONI ASSOCIATES, INC.	1/14/2026	444.00
017766	PERFECT SELF STORAGE	1/14/2026	301.00
017767	QNB BANK	1/14/2026	61,399.04
017768	ROBERT E. LITTLE INC	1/14/2026	412.67
017769	SIERRA DECKER HAYNES	1/14/2026	500.00
017770	T2 SYSTEMS, INC.	1/14/2026	5,854.80
017771	TYREX RESOURCES LLC	1/14/2026	164.00
017772	Sheila Vaccaro	1/14/2026	320.00
017773	VERIZON 842448578-00001	1/14/2026	821.36
017774	WAYMAN FIRE PROTECTION INC	1/14/2026	520.00
017775	WB MASON C2657532	1/14/2026	257.36
017776	WETZEL GAGLIARDI FETTER LAVIN	1/14/2026	1,373.50
017777	YALE ELECTRIC SUPPLY CO	1/14/2026	12.42
017778	21st CENTURY MEDIA	1/28/2026	437.66
017779	ACE HARDWARE OF WEST CHESTER	1/28/2026	144.84
017780	ATLANTIC TRACTOR	1/28/2026	8,663.35
017781	AUTOZONE, INC.	1/28/2026	45.23
017782	BERGEY'S TRUCK CENTERS	1/28/2026	10,011.17
017783	BUCKLEY,BRION,MCGUIRE,MORRIS	1/28/2026	11,341.50
017784	CC PUBLIC SAFETY TRAINING CAMP	1/28/2026	640.00
017785	CDW GOVERNMENT INC	1/28/2026	3,248.59
017786	COLLIFLOWER, INC	1/28/2026	140.20
017787	COPPERHEAD REFINISHING	1/28/2026	3,640.74
017788	D&D AUTOWORKS	1/28/2026	49.95
017789	EHRlich 1350575	1/28/2026	221.42
017790	GOLDEN EQUIPMENT CO, INC	1/28/2026	1,258.09
017791	GRAINGER acct 851582056	1/28/2026	217.60
017792	GROFF TRACTOR & EQUIPMENT	1/28/2026	1,101.21
017793	HILL ARCHIVE	1/28/2026	366.54

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
017794	IRON ROSE K9, INC.	1/28/2026	3,840.00
017795	KENCOR, LLC	1/28/2026	410.50
017796	MCDONALD UNIFORM COMPANY	1/28/2026	202.38
017797	CRESTLINE SOFTWARE, LLC	1/28/2026	8,895.00
017798	NEW ENTERPRISE STONE & LIME CO	1/28/2026	153.52
017799	NEW HOLLAND AUTO GROUP	1/28/2026	186.54
017800	Pennsylvania Chiefs of Police	1/28/2026	1,253.00
017801	PA MUNICIPAL HEALTH - BENECON	1/28/2026	206,535.38
017802	PENNSYLVANIA ONE CALL SYSTEM	1/28/2026	295.94
017803	PENNSYLVANIA RURAL WATER ASSOC	1/28/2026	588.00
017804	POLICEAPP.COM	1/28/2026	1,500.00
017805	RBC Wealth Management	1/28/2026	36,880.41
017806	REMINGTON & VERNICK ENGINEERS	1/28/2026	10,482.50
017807	TPS GRAPHICS	1/28/2026	110.00
	<b>Total 10037 - CASH- SANTANDER BANK GF</b>		<b>712,216.56</b>

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
<b>10038 - CASH-SANTANDER BANK SEWER</b>			
11555	ACE HARDWARE OF WEST CHESTER	1/28/2026	101.65
11556	DECKMAN MOTOR & PUMP INC	1/28/2026	162.30
11557	EDWIN ELLIOT & CO INC	1/28/2026	1,952.27
11558	GRAINGER acct 820017598	1/28/2026	175.16
11559	JACK RICH INC.	1/28/2026	856.68
11560	MCGOVERN ENVIRONMENT LLC	1/28/2026	21,076.31
11561	PA MUNICIPAL HEALTH - BENECON	1/28/2026	22,667.48
11562	PETROLEUM TRADERS CORP.	1/28/2026	2,662.00
11563	PROPPER MANUFACTURING CO. INC.	1/28/2026	148.63
11564	RBC Wealth Management	1/28/2026	1,530.47
12534	COMM OF PA BUREAU OF LABORTORY	1/7/2026	1,550.00
12535	PA DEPT OF ENVIRO PROTECTION	1/7/2026	325.00
12536	PA MUNICIPAL HEALTH - BENECON	1/7/2026	31,365.80
12537	ACE HARDWARE OF WEST CHESTER	1/14/2026	166.89
12538	CDW GOVERNMENT INC	1/14/2026	1,473.14
12539	CES - CITY ELECTRIC SUPPLY	1/14/2026	618.94
12540	CHARLES BLOSENSKI DISPOSAL CO.	1/14/2026	330.00
12541	CHESTER COUNTY SOLID WASTE AUT	1/14/2026	454.75
12542	EUROFINS ENVIRONMENT TESTING	1/14/2026	1,019.00
12543	GRAINGER acct 851582031	1/14/2026	453.82
12544	HACH COMPANY	1/14/2026	375.19
12545	KELLY INDUSTRIAL SUPPLY	1/14/2026	520.01
12546	LAKESIDE EQUIPMENT CORPORATION	1/14/2026	1,152.00
12547	PENDERGAST SAFETY EQUIPMENT	1/14/2026	544.02
12548	PENNONI ASSOCIATES, INC.	1/14/2026	3,893.50
12549	PETROLEUM TRADERS CORP.	1/14/2026	2,662.00
12550	UNIVAR SOLUTIONS USA INC.	1/14/2026	1,250.00
12551	USA BLUE BOOK	1/14/2026	1,146.62
12552	USALCO	1/14/2026	13,906.62

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
12553	Hajoca Corporation	1/14/2026	944.17
12554	WINDLES WATER WORKS INC	1/14/2026	88.00
<b>Total 10038 - CASH-SANTANDER BANK SEWER</b>			<b>115,572.42</b>

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
<b>10039 - CASH-SANTANDER PARKING TICKET</b>			
9050	BUTTS TICKET COMPANY	1/7/2026	455.00
9051	Eastern Armored Services, Inc.	1/7/2026	753.00
9052	IPS GROUP, INC	1/7/2026	17.03
9053	PA MUNICIPAL HEALTH - BENECON	1/7/2026	9,872.04
9054	T2 SYSTEMS, INC.	1/7/2026	1,614.09
9055	ACE HARDWARE OF WEST CHESTER	1/14/2026	8.86
9056	BUTTS TICKET COMPANY	1/14/2026	595.00
9057	STEVE FORCE	1/14/2026	550.00
9058	ULINE	1/14/2026	558.97
9059	GARY ARNOLD	1/28/2026	55.00
9060	BUTTS TICKET COMPANY	1/28/2026	11,947.36
9061	GOSHEN SIGNS	1/28/2026	45.00
9062	MARKET STREET PRINT	1/28/2026	508.05
9063	O'DONNELL & NACCARATO	1/28/2026	3,955.00
9064	PA MUNICIPAL HEALTH - BENECON	1/28/2026	1,897.42
9065	RBC Wealth Management	1/28/2026	1,664.54
<b>Total 10039 - CASH-SANTANDER PARKING TICKET</b>			<b>34,496.36</b>

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
<b>10041 - CASH-SANTANDER BANK SPF</b>			
7309	CRESTLINE SOFTWARE, LLC	1/7/2026	4,925.25
7310	KRISTIN GERLING	1/14/2026	1,055.58
7311	REMINGTON & VERNICK ENGINEERS	1/28/2026	155.00
<b>Total 10041 - CASH-SANTANDER BANK SPF</b>			<b>6,135.83</b>

**Check Register-All Funds  
January 31, 2026**

Check Number	Vendor Name	Effective Date	Check Amount
<b>10045 - CASH-SANTANDER BANK FIRE FUND</b>			
1647	KISTLER O'BRIEN FIRE PROTECTIO	1/7/2026	871.00
1648	RESOLVE SPECIALTY PRODUCTS LLC	1/7/2026	258.60
1649	Justin McClure WCFD Reporting	1/14/2026	1,000.00
1650	SMILEY'S FIRE EQUIPMENT	1/14/2026	677.01
1651	SERVICE TIRE TRUCK CENTER, INC	1/14/2026	1,173.88
1652	WEST END TOWING N' STORAGE	1/14/2026	250.00
<b>Total 10045 - CASH-SANTANDER BANK FIRE FUND</b>			<b>4,230.49</b>

## AGENDA

### Finance & Revenue Committee of Borough Council

Date: Wednesday, December 10, 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

Public Hearing -

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

IV. Reports

A. Director's report on monthly financials (attachment)

V. Old business

A. Approve November 2025 meeting minutes (attachment): **Approved 3-0**

VI. New business

A. Motion to approve purchasing requests (attachment): **Approved 3-0**

- a. Belfor Property Restoration for \$89,930.63
- b. Fire Line Equipment for \$15,399.78
- c. Fire Line Equipment for \$75,638.17
- d. GL Sayre Inc for \$11,551.46
- e. Horgan Tree for \$24,500.00
- f. Organizational Research and Development for \$15,000.00
- g. Signal Service for \$55,403.38
- h. Usalco-TR for \$15,280.00
- i. Usalco-GC for \$20,460.00
- j. Butts Tickets for \$11,947.36
- k. Bergey's for \$12,105.27

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

B. Funding Partnership Proposal with Good Fellowship Ambulance & EMS Training Institute  
(attachment): **Approved 3-0**

C. BS&A contract for accounting software (attachment): **Approved 3-0**

D. Motion to award the bid for the installation of the electrical substation equipment at Goose  
Creek (attachment): **Approved 3-0**

- E. Motion to approve extension of sewer treatment agreement with East Bradford Township (attachment): **Approved 3-0**
- F. Motion to approve 2026 fee schedule (attachment): **Approved 3-0**

VII. Other business

VIII. Adjournment

Visit [www.west-chester.com](http://www.west-chester.com) to view and download attachments.

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF WEST CHESTER BOROUGH (“THE BOROUGH”)  
AUTHORIZING EXECUTION OF A CABLE FRANCHISE AGREEMENT  
BETWEEN THE BOROUGH AND  
VERIZON PENNSYLVANIA LLC (THE “FRANCHISEE”)**

**WHEREAS**, the Franchisee is a “cable operator” and the Borough is a “local franchising authority” in accordance with Title VI of the Communications Act (see 47 U.S.C. § 522(5), (10)) and the Borough is authorized to grant one or more nonexclusive cable franchises to operate a Cable System within the Borough pursuant to Title VI of the Communications Act;

**WHEREAS**, the Borough previously granted to the Franchisee a nonexclusive Franchise to install, maintain, extend, and operate a Cable System in the Borough (the “Prior Franchise”);

**WHEREAS**, the Franchisee has operated a Cable System in accordance with the Prior Franchise on its existing Telecommunications Facilities consisting of a Fiber to the Premises Telecommunications Network (“FTTP Network”) in the Borough which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which are not subject to Title VI of the Communications Act or any Franchise;

**WHEREAS**, the Franchisee has requested that the Borough renew the Prior Franchise to provide Cable Service to residents of the Borough;

**WHEREAS**, pursuant to and in accordance with applicable federal and state law, the Borough undertook a process to determine whether it should renew the Prior Franchise and the terms for such a renewal;

**WHEREAS**, the Borough has examined the past performance of the Franchisee and has identified the Borough’s future cable-related needs and interests;

**WHEREAS**, following good faith negotiations between the parties, the Borough and the Franchisee have agreed on the terms for a Franchise Renewal Agreement (the “Agreement”) under which the Franchisee will continue to operate its Cable System in the Borough; and

**WHEREAS**, the Borough has determined that the Agreement and the process for consideration of the Agreement complies with all applicable federal, state and local laws and regulations.

**NOW THEREFORE, BE IT RESOLVED** that the Borough Council does hereby approve the Agreement, including all of the terms and conditions contained therein, and does hereby authorize the execution of such Agreement.

**RESOLVED** this \_\_\_\_ day of \_\_\_\_\_, 2026.

ATTEST:

WEST CHESTER BOROUGH

\_\_\_\_\_

\_\_\_\_\_

President, Borough Council



**EXECUTIVE SUMMARY OF CABLE FRANCHISE RENEWAL  
AGREEMENT WITH VERIZON PENNSYLVANIA LLC  
January 2026**

**Introduction**

We are pleased to inform you that the Cohen Law Group (“CLG”) has reached agreement with Verizon Pennsylvania LLC (“Verizon”) on a new Cable Franchise Renewal Agreement (“Agreement”). As with our firm’s negotiations with Verizon in prior cable franchise renewals, the negotiations leading to this Agreement took place in a challenging environment for municipalities. The reason is that the video service industry is even more competitive today than it was during the last negotiation with Verizon five years ago.

The primary source of the competition and a major threat to the cable industry is the continued rise of video streaming services, such as Netflix, Hulu, and Disney+. According to a Pew Research Center survey, 83% of Americans report that they subscribe to one or more streaming services, while only 36% say that they subscribe to cable or satellite services.<sup>1</sup> Nielsen reported in June 2025 that 44% of Americans watched streaming services while only 24% watched cable. This was a significant increase from June 2021, when Nielsen reported that 26% of Americans watched streaming while 39% watched cable.<sup>2</sup> Current law does not permit municipalities to franchise streaming service companies.

A secondary reason is that recent federal funding for broadband expansion has also increased cable competition in Pennsylvania. The now-completed Broadband Infrastructure Program (BIP) and the ongoing Broadband Equity, Access and Deployment (BEAD) grant process have provided significant funding for broadband service providers, some of which also provide cable television service, to expand their networks. Some broadband providers that have received grant funding are also choosing to offer cable service. This has further increased cable competition for Verizon in certain geographical areas.

It was within this climate of increased cable competition that CLG negotiated a cable franchise renewal agreement with Verizon. While much of our negotiation involved fighting to retain the benefits in your current franchise agreement, we are also pleased to report that we were able to secure several key improvements to your current agreement.

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<sup>1</sup> Pew Research Center, *American Trends Panel* (July 2025). Pew further reported that 64% of Americans aged 65 and older state they subscribe to cable or satellite television. Cable or satellite viewers comprised 44% of those aged 50-64, 23% of those aged 30-49 and 16% ages 18-29.

<sup>2</sup> Nielsen, *The Gauge* (June 2021, June 2025)

The following is a summary of the major provisions contained in the Agreement. While there are many other important provisions in the Agreement, this summary addresses only those items we feel are most important to your municipality. The Agreement is, of course, subject to the approval by your local governing body.

## **1. Franchise Fees (Section 6.1)**

As with your current Verizon agreement, the new Agreement allows your municipality to assess a franchise fee of up to five percent (5%) of the cable operator's "gross revenue" received from cable services derived from the municipality. The percentage in the new Agreement is the same as in your current Verizon agreement. We negotiated to expand the definition of "gross revenue" in the new Agreement, however, such that it includes 27 enumerated revenue sources, which is 5 more than the 22 revenue sources in your current agreement.

Examples of new revenue sources subject to the franchise fee include broadcast retransmission fees and service plan protection fees. The "gross revenue" list also includes a "catch all" item to capture future revenue sources that are not in existence today, but may arise during the term of the Agreement. As with the current agreement, franchise fees in the new Agreement are payable on a quarterly basis and are subject to interest at six percent (6%) if they are not paid on time. All franchise fees are passed through to cable subscribers as a separate line item on their bills.

## **2. Franchise Fee Accountability (Sections 6.3, 6.4)**

One of the most unaccounted-for line items in the revenue portion of your municipal budget is franchise fees. Verizon and your incumbent cable operator submit quarterly checks (or electronic deposits) to your municipality, but it is impossible to know whether the amounts on the checks are accurate without further investigation. As such, we strongly recommend periodic franchise fee audits of your cable operators.

As with your current agreement, the new Agreement authorizes your municipality to conduct an audit of Verizon to ensure the accurate payment of franchise fees. The audit is subject to a four-year "look back" period, meaning you are able to review the previous four years of franchise fee payments when conducting an audit. Verizon is required to pay six percent (6%) interest in addition to any underpayments. If the audit reveals underpayments of five percent (5%) or more, then Verizon must also reimburse the municipality up to \$8,000 for the cost of the audit. The current agreement limits this reimbursement to \$3,000.

Based on our firm's experience in conducting numerous franchise fee audits of Verizon, we negotiated heavily for a more efficient audit process that is fair to both sides. The Agreement requires Verizon to provide all records requested by the municipality within 45 days of the request. This will accelerate the audit process, as the current agreement does not include a time frame for production of audit materials by Verizon. Verizon also agreed to provide such records through a "secure electronic communication" rather than in person at a "designated [Verizon] office" as

provided in the current agreement.<sup>3</sup> The audit must be completed within 180 days of the receipt of all requested documents. Finally, Verizon tried to impose a “competitive equity” requirement such that the municipality could not conduct an audit of Verizon without also auditing the incumbent cable operator. After we objected, Verizon agreed to drop this request.

### **3. Cable Services to Community Facilities (Section 3.4)**

The Agreement restructures and clarifies the section on cable services to municipal facilities, schools, and public libraries. Due to the uncertainty surrounding the Federal Communications Commission’s (“FCC’s”) Third Report and Order (2019) and the decision of the Sixth Circuit Court of Appeals (2021) regarding the Order, your current agreement does not clearly state whether Verizon is required to provide free services to such facilities. The Order required that “in-kind contributions” to municipalities, including cable services, be treated as franchise fees. As such, it found that the cost of such services may be offset against franchise fee revenue. The Sixth Circuit, however, held that such in-kind services must be valued at the cable operator’s “marginal cost” rather than its “retail rate-card” price, the latter of which is significantly higher.

Given this clarification by the Sixth Circuit Court, the Agreement clearly states that Verizon must provide free cable service to municipal facilities, schools and public libraries within 90 days of a written request by the municipality.<sup>4</sup> If Verizon decides in the future to charge for this service, it must provide written notice to the municipality, may only charge its marginal cost and must provide “reasonable detail sufficient to substantiate the marginal cost and the amount due.” Note that, since the Sixth Circuit decision in 2021, no known cable operator, including Verizon, has stated its marginal cost for providing cable service to community facilities. Please note that the free service does not include internet service.

### **4. Customer Service Standards (Exhibit B)**

The Agreement includes a set of comprehensive, quantifiable, and enforceable customer service standards. These standards adopt the recommendations of the FCC, which are not enforceable unless they are included in a franchise agreement, and also add certain additional requirements that benefit your residents. The customer service standards include, but are not limited to, the following:

- Telephone answering time limits for customer service representatives, including the requirement that Verizon measure compliance if there are customer complaints;
- Time limits for commencing installation, service interruption, and repair work;
- A four-hour “appointment window” for service calls and restrictions on technicians cancelling appointments with customers;
- Credits for service interruptions of four or more hours upon request;
- Requirements that bills be clear and fully itemized, and that Verizon may not impose late fees on a customer who disputes a bill in good faith until the dispute is resolved;

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<sup>3</sup> Note that Verizon’s release of financial records and other information pertinent to the audit must follow the signing of a non-disclosure agreement.

<sup>4</sup> The facilities must be located within 200 feet of a Verizon distribution line. The free service is Verizon’s Basic Service package and includes one cable drop.

- Customer complaint procedures and time frames for responding to customer complaints;
- Requirements that employees of Verizon and its contractors who visit residences must wear a “clearly visible ID card” and that every service vehicle of Verizon or its contractors must be “clearly identified as such to the public.”
- Requirements that must be met prior to Verizon disconnecting cable service to a subscriber.

## **5. Reporting and Records Requirements (Sections 6.2, 8.2)**

As with the current agreement, the new Agreement requires Verizon to send the municipality a quarterly, line-item franchise fee report. In addition, Verizon must keep the following specific records that may be inspected by the municipality: 1) records of all written “complaints” regarding any aspect of Verizon’s cable service or cable system; 2) records of all “significant outages” as defined in the Agreement; 3) records of service calls for repair or maintenance; and 4) records of installation/reconnection activities and requests for service extensions. The municipality also has the right to inspect Verizon’s records pertaining to the Agreement or any aspect of its cable service. Verizon must retain the records for at least four years.

## **6. Educational and Governmental Channels (Section 5)**

Federal law grants municipalities the right to dedicated channel space for public, educational and governmental (“PEG”) channels. The Agreement reserves the right for the municipality to obtain up to two educational and governmental (“EG”) channels from Verizon to be used for programming related to educational and/or governmental activities. The municipality would have complete control over the content, scheduling, and administration of the channel, and may delegate these functions, or a portion of these functions, to a designated access administrator, such as the School District.

If the municipality activates a channel or channels, Verizon will provide the wires and other signal distribution equipment so that programming can originate from the selected video origination location and be distributed over the cable system. In the Agreement, Verizon is required to maintain these wires and equipment “in good working order.” The Agreement also requires the technical specifications of the channel(s) to be comparable to the technical specifications used for commercial channels.

## **7. Unilateral Termination (Section 2.4)**

As with your current agreement, the new Agreement includes a unilateral termination provision. Verizon initially insisted upon the right to terminate the Agreement upon 60 days’ written notice to the municipality. The reason for this request is consistent with the issues discussed in the introduction above—namely, the rise of video streaming services and increased competition in the cable industry. It is possible that these developments, combined with Verizon’s internal business priorities, could in the future cause the company to cease its cable operations.

Recognizing that, if Verizon decides to terminate its cable business, there is little the municipality could do to stop it, we pushed for the longest possible notice period. An appropriate

notice period would give Verizon subscribers the time to switch to Comcast or another video provider prior to termination. It would also ensure that the municipality would not suffer an abrupt drop in franchise fee revenue from Verizon before receiving increased franchise fees from the incumbent cable provider due to the newly migrated subscribers.

In the end, Verizon agreed to a requirement that it must give written notice to the municipality at least 12 months prior to any termination. We also attempted to insert a condition based on a specific loss of subscribers before Verizon could terminate—similar to that in the current agreement—but Verizon had no appetite for such a condition. We can confidently state that the 12-month notice period is as far as Verizon is willing to go regarding this issue.

## **8. Competitive Equity (Section 2.5)**

Like Comcast and other incumbent cable operators, Verizon insisted on a competitive equity provision to ensure that the municipality does not grant a separate franchise to another company that is more favorable to that company than this Agreement is to Verizon. As with your current agreement, we insisted upon and Verizon agreed that the competitive equity provision will trigger only if the municipality enters into another franchise agreement with a “video service provider (VSP)” and that agreement “taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise.”<sup>5</sup> The term “VSP” applies to wired companies that offer video services in the municipality and use the public rights-of-way. It does not apply to wireless companies.

If Verizon believes there is a lack of equity with the other VSP agreement, then it may notify the municipality and, within 60 days of such notice, the parties must begin negotiations to modify the Agreement to create “reasonable competitive equity” between Verizon and the other VSP. If the parties cannot reach agreement, then either party may request mediation or, if both parties agree, they may submit the matter to arbitration. Initially, Verizon wanted the right to terminate the Agreement altogether if the parties could not reach agreement on modifications to the Agreement, but we refused. Verizon dropped this request.

## **9. Length of Franchise Term (Section 2.3)**

Verizon insisted on a 5-year term for this Agreement, stating that it does not want to be locked into a longer term (despite the “unilateral termination” provision described above). According to Verizon attorneys, no local government in the United States has negotiated a longer renewal term than 5 years. From the beginning of the negotiations, Verizon’s attorneys said that this item was non-negotiable. As such and as with your current agreement, the length of term in this Agreement is 5 years.

Thank you for the opportunity to present this summary of the major provisions of the Agreement. Please do not hesitate to contact either of us directly if you have any questions or concerns.

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<sup>5</sup> The provision also applies to “changes in federal, state, or local law that reduces any material financial and/or operational obligation that the municipality has required from or imposed upon a VSP...”

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**CABLE FRANCHISE RENEWAL AGREEMENT**  
**BETWEEN**  
**WEST CHESTER BOROUGH**  
**AND**  
**VERIZON PENNSYLVANIA LLC**

## TABLE OF CONTENTS

	<u>Page</u>
1. DEFINITIONS.....	2
2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS .....	9
3. PROVISION OF CABLE SERVICE .....	11
4. SYSTEM FACILITIES .....	13
5. EG SERVICES .....	14
6. FRANCHISE FEES .....	16
7. CUSTOMER SERVICE .....	18
8. REPORTS AND RECORDS .....	18
9. INSURANCE AND INDEMNIFICATION .....	19
10. TRANSFER OF FRANCHISE.....	20
11. RENEWAL OF FRANCHISE.....	21
12. ENFORCEMENT AND TERMINATION OF FRANCHISE .....	21
13. MISCELLANEOUS PROVISIONS.....	22
EXHIBIT A – CABLE SERVICE TO PUBLIC BUILDINGS.....	27
EXHIBIT B – CUSTOMER SERVICE STANDARDS .....	29

THIS CABLE FRANCHISE RENEWAL AGREEMENT (the “Franchise” or “Agreement”) is entered into on \_\_\_\_\_ (the “Effective Date” as set forth in Section 2.3) by and between WEST CHESTER BOROUGH, Chester County, a validly organized and existing political subdivision of the Commonwealth of Pennsylvania (the “Borough”), and VERIZON PENNSYLVANIA LLC, a limited liability company duly organized under the applicable laws of the State of Delaware (the “Franchisee”).

WHEREAS, the Franchisee is a “cable operator” and the Borough is a “franchising authority” in accordance with Title VI of the Communications Act (*see* 47 U.S.C. §§ 522(5), 522(10)) and the Borough is authorized to grant one (1) or more nonexclusive cable franchises to operate a Cable System within the Borough pursuant to Title VI of the Communications Act;

WHEREAS, the Borough granted to the Franchisee, effective as of March 3, 2021, a nonexclusive renewal franchise to own, construct, maintain, extend, and operate a Cable System in the Borough for a term of five (5) years (the “Current Franchise”);

WHEREAS, the Franchisee has operated a Cable System in accordance with the Current Franchise as of the Effective Date on its existing Telecommunications Facilities consisting of a Fiber to the Premise Telecommunications Network (“FTTP Network”) in the Borough which also transmits Non-Cable Services pursuant to authority granted by applicable state law and Title II of the Communications Act, and which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement;

WHEREAS, the Franchisee has requested that the Borough renew the Franchisee’s Current Franchise to provide Cable Service to residents of the Borough;

WHEREAS, pursuant to and in accordance with applicable federal and state law, the Borough undertook a process to determine whether it should renew the Current Franchise and the terms for such a renewal;

WHEREAS, the Borough has examined the past performance of the Franchisee, has determined that the Franchisee is and has been in material compliance with the Current Franchise, and has identified the Borough’s future cable-related needs and interests in accordance with applicable law;

WHEREAS, following good faith negotiations between the parties, the Borough and the Franchisee have agreed on the terms for a franchise renewal agreement under which the Franchisee will continue to operate its Cable System in the Borough; and

WHEREAS, the Borough has determined that this Agreement and the process for consideration of this Agreement complies with all applicable federal, state and local laws and regulations.

NOW, THEREFORE, in consideration of the Borough’s grant of a renewal franchise to the Franchisee, the Franchisee’s promise to continue to provide Cable Service to residents of the Borough pursuant to and consistent with the Communications Act (as hereinafter defined), pursuant to the terms and conditions set forth herein, the promises and undertakings herein, and

WEST CHESTER BOROUGH

other good and valuable consideration, the receipt and the adequacy of which are hereby acknowledged,

THE SIGNATORIES DO HEREBY AGREE AS FOLLOWS:

**1. DEFINITIONS**

Except as otherwise provided herein, the definitions and word usages set forth in the Communications Act (as hereinafter defined) are incorporated herein and shall apply in this Agreement. In addition, the following definitions shall apply:

1.1 *Access Channel*: A video Channel that the Franchisee shall make available to the Borough without charge for educational or governmental use for the transmission of Video Programming as directed by the Borough.

1.2 *Affiliate*: Any Person who, directly or indirectly, owns or controls, is owned or controlled by, or is under common ownership or control with, the Franchisee.

1.3 *Basic Service*: Any service tier that includes the retransmission of local television broadcast signals as well as the EG Channel(s) required by this Franchise.

1.4 *Borough*: The incorporated area (entire existing territorial limits) of the Borough and such additional areas as may be included in the corporate (territorial) limits of the Borough during the term of this Franchise.

1.5 *Cable Service or Cable Services*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(6), as may be amended, which currently states: “(A) the one-way transmission to subscribers of (i) video programming, or (ii) other programming service, and (B) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.”

1.6 *Cable System or System*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(7), as may be amended, which currently states: “a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community, but such term does not include (A) a facility that serves only to retransmit the television signals of 1 or more television broadcast stations; (B) a facility that serves subscribers without using any public right-of-way; (C) a facility of a common carrier which is subject, in whole or in part, to the provisions of [T]itle II of this Act, except that such facility shall be considered a cable system (other than for purposes of section 621(c)) to the extent such facility is used in the transmission of video programming directly to subscribers, unless the extent of such use is solely to provide interactive on-demand services; (D) an open video system that complies with section 653 of this title; or (E) any facilities of any electric utility used solely for operating its electric utility systems.”

1.7 *Channel*: Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(4), as may be amended, which currently states: “a portion

of the electromagnetic frequency spectrum which is used in a cable system and which is capable of delivering a television channel (as television channel is defined by the [FCC] by regulation).”

1.8 *Communications Act*: The Communications Act of 1934, as may be amended.

1.9 *Complaint*: Any written communication, including electronic mail, by a Subscriber expressing dissatisfaction with any aspect of the Franchisee’s Cable System or Cable Service operations in the Borough.

1.10 *Control*: The ability to exercise *de facto* or *de jure* control over day-to-day policies and operations or the management of the Franchisee’s affairs.

1.11 *Customer Service Standards*: The standards for customer service as set forth in Exhibit B.

1.12 *Educational Access Channel*: An Access Channel available for the use of the local schools in the Borough.

1.13 *Effective Date*: Shall mean the date on which the Borough signs this Agreement.

1.14 *EG*: Educational or Governmental.

1.15 *FCC*: The United States Federal Communications Commission, or successor governmental entity thereto.

1.16 *Fiber to the Premise Telecommunications Network* or *FTTP Network*: The Franchisee’s network that transmits Non-Cable Services pursuant to the authority granted under the laws of the Commonwealth of Pennsylvania and under Title II of the Communications Act, which Non-Cable Services are not subject to Title VI of the Communications Act or this Agreement, and which provides Cable Services from the operation of a Cable System.

1.17 *Force Majeure*: An event or events reasonably beyond the ability of the Franchisee to anticipate and control. This includes, but is not limited to, the following: severe or unusual weather conditions; labor strikes and slowdowns; war or act of war (whether an actual declaration of war is made or not); insurrection, riots, or act of public enemy, including terrorist attacks; orders of the government of the United States or the Commonwealth of Pennsylvania; actions or inactions of any government instrumentality or public utility other than the Franchisee (including condemnation to the extent not foreseeable); major accidents for which the Franchisee is not responsible; fire, flood, epidemics, pandemics, public health emergencies, or other acts of God; or work delays caused by waiting for utility providers to service utility poles to which the Franchisee’s FTTP Network is attached and the unavailability of materials and/or qualified labor to perform the work necessary to the extent that such unavailability of materials and/or qualified labor was reasonably beyond the ability of the Franchisee to foresee or control.

1.18 *Franchisee*: Verizon Pennsylvania LLC, and its lawful and permitted successors, assigns, and transferees.

WEST CHESTER BOROUGH

1.19 *Government Access Channel:* An Access Channel available for the use of the Borough for governmental purposes.

1.20 *Gross Revenue:* All revenue, as determined in accordance with generally accepted accounting principles, which is derived by the Franchisee or its Affiliates, from the operation of the Cable System to provide Cable Service in the Borough including, but not limited to:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged to Subscribers for premium Cable Services;
- (4) fees charged to Subscribers for all Cable Service digital video tiers;
- (5) fees charged to Subscribers for video-on-demand and pay-per-view Cable Services;
- (6) fees charged to Subscribers for any optional, per-channel or per-program Cable Services;
- (7) revenues from the provision of any other Cable Services;
- (8) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for Video Programming;
- (9) fees for changing any level of Cable Service programming;
- (10) fees for service calls;
- (11) Cable Service plan protection fees;
- (12) convenience fees;
- (13) early termination fees (solely to the extent such early termination fee can be proportionately attributable to Cable Service);
- (14) fees for leasing of Channels;
- (15) rental of any and all Subscriber equipment, including digital video recorders, converters and remote control devices;
- (16) advertising revenues (on a pro rata basis) as set forth herein;
- (17) revenues from the sale or rental of Subscriber lists;

- (18) revenues or commissions received from the carriage of home shopping channels (on a pro rata basis as set forth herein) subject to Subsection 1.20.5 below;
- (19) fees for music services that are Cable Services over the Cable System;
- (20) fees for DVR Cable Services;
- (21) regional sports programming fees;
- (22) broadcast retransmission fees;
- (23) late payment fees;
- (24) billing and collection fees;
- (25) NSF check charges;
- (26) franchise fees collected from Subscribers for the provision of Cable Services over the Cable System in the Borough; and
- (27) forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value consistent with Subsection 1.20.8 below.

For the avoidance of doubt, advertising revenues shall include the amount of the Franchisee's gross advertising revenue calculated in accordance with generally accepted accounting principles (i.e., without deducting commissions paid to independent third parties). Advertising and home shopping revenue, as described in Sections 1.20(16) and 1.20(18) above, is based upon the ratio of the number of the Franchisee's Subscribers in the Borough as of the last day of the period for which Gross Revenue is being calculated to the number of the Franchisee's Subscribers within all areas covered by the particular revenue source as of the last day of such period. By way of illustrative example, the Franchisee sells two ads: Ad "A" is broadcast nationwide; Ad "B" is broadcast only within Pennsylvania. The Franchisee has 100 Subscribers in the Borough, 500 Subscribers in Pennsylvania, and 1,000 Subscribers nationwide. Gross Revenue as to the Borough from Ad "A" is ten percent (10%) of the Franchisee's revenue therefrom. Gross Revenue as to the Borough from Ad "B" is twenty percent (20%) of the Franchisee's revenue therefrom.

Gross Revenue shall not include:

1.20.1 Revenues received by any Affiliate or other Person in exchange for supplying goods or services used by the Franchisee to provide Cable Service over the Cable System;

1.20.2 Bad debts written off by the Franchisee in the normal course of its business; provided, however, that bad debt recoveries shall be included in Gross Revenue during the period collected;

WEST CHESTER BOROUGH

1.20.3 Refunds, rebates, or discounts made to Subscribers or other third parties;

1.20.4 Any revenues classified, in whole or in part, as Non-Cable Services revenue under federal or state law including, without limitation, revenue received from Telecommunications Services; revenue received from Information Services including, without limitation, Internet Access service, electronic mail service, internet-derived electronic bulletin board service, or similar online computer services; charges made to the public for commercial or cable television that is used for two-way communication that is classified as Non-Cable Services; and any other revenues classified as Non-Cable Services in accordance with applicable laws or regulations;

1.20.5 Any revenue of the Franchisee or any other Person that is received directly from the sale of merchandise through any Cable Service distributed over the Cable System, notwithstanding that portion of such revenue which represents or can be attributed to a Subscriber fee or a payment for the use of the Cable System for the sale of such merchandise, which portion shall be included in Gross Revenue;

1.20.6 The sale of Cable Services on the Cable System for resale in which the purchaser is required to collect cable franchise fees from purchaser's customer;

1.20.7 Any tax of general applicability imposed upon the Franchisee or upon Subscribers by a local, state, federal, or any other governmental entity and required to be collected by the Franchisee and remitted to the taxing entity (including, but not limited to, sales/use tax, gross receipts tax, excise tax, utility users tax, public service tax, communication taxes, and non-cable franchise fees);

1.20.8 Any forgone revenue that the Franchisee chooses not to receive in exchange for its provision of free or reduced cost cable or other communications services to any Person including, without limitation, employees of the Franchisee and public institutions or other institutions designated in this Franchise; provided, however, that such forgone revenue that the Franchisee chooses not to receive in exchange for trades, barter, services, or other items of value shall be included in Gross Revenue;

1.20.9 Sales of capital assets or sales of surplus equipment that are not deemed to be a Cable Service;

1.20.10 Program launch fees;

1.20.11 Directory or Internet advertising revenue including, but not limited to, yellow page, white page, banner advertisement, and electronic publishing; and

1.20.12 Any fees or charges collected from Subscribers or other third parties for any EG Grant required by this Franchise.

1.21 *High Definition* or *HD*: Format for digital television transmission with video transmitted in at least a 16:9 aspect ratio with a resolution of at least 720p or 1080i.

1.22 *Information Services*: Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(24), as may be amended, which currently states: “the offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a telecommunications system or the management of a telecommunications service.”

1.23 *Internet Access*: Broadband access service that enables Subscribers to access the Internet.

1.24 *Non-Cable Services*: Any service that is not a Cable Service as defined herein including, but not limited to, Information Services and Telecommunications Services.

1.25 *Normal Operating Conditions*: Those service conditions that are within the control of the Franchisee. Those conditions that are not within the control of the Franchisee include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions that are ordinarily within the control of the Franchisee include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or rebuild of the Cable System. See 47 C.F.R. § 76.309(c)(4)(ii).

1.26 *Person*: An individual, partnership, association, joint stock company, trust, corporation, limited liability company, or governmental entity.

1.27 *Public Access Channel*: An Access Channel available for the non-commercial use by the residents in the Borough.

1.28 *Public Rights-of-Way*: The surface and the area across, in, over, along, upon, and below the surface of the public streets, roads, bridges, sidewalks, lanes, courts, ways, alleys, and boulevards, including public utility easements and public lands and waterways used as Public Rights-of-Way, as the same now or may hereafter exist, which are under the jurisdiction or control of the Borough. Public Rights-of-Way do not include the airwaves above a right-of-way with regard to cellular or other wireless communications or broadcast services.

1.29 *Service Area*: All portions of the Borough where Cable Service is being offered.

1.30 *Service Interruption*: The loss of picture or sound on one (1) or more cable Channels.

1.31 *Standard Definition* or *SD*: Format for digital television transmission with video transmitted in a 4:3 aspect ratio with a resolution of at least 480i.

1.32 *Subscriber*: A Person who lawfully receives Cable Service over the Cable System with the Franchisee’s express permission.

1.33 *Telecommunications Facilities:* The Franchisee's existing Telecommunications Services and Information Services facilities and its FTTP Network facilities.

1.34 *Telecommunications Services:* Shall be defined herein as it is defined under Section 3 of the Communications Act, 47 U.S.C. § 153(53), as may be amended, which currently states: "the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used."

1.35 *Title II:* Title II of the Communications Act, Common Carriers, as may be amended, which governs the provision of Telecommunications Services.

1.36 *Title VI:* Title VI of the Communications Act, Cable Communications, as may be amended, which governs the provision of Cable Services by the Franchisee.

1.37 *Transfer of the Franchise:*

1.37.1 Any transaction in which:

1.37.1.1 the right, title, control or other interest in the Franchisee is transferred, directly or indirectly, from one (1) Person or group of Persons to another Person or group of Persons, so that control of the Franchisee is transferred; or

1.37.1.2 at least thirty percent (30%) of the equitable ownership of the Franchisee is transferred or assigned; or

1.37.1.3 the rights held by the Franchisee pursuant to this Agreement are transferred or assigned to another Person or group of Persons.

1.37.2 Notwithstanding Subsection 1.37.1 above, a Transfer of the Franchise shall not include transfer of an ownership or other interest in the Franchisee to the parent of the Franchisee or to another Affiliate of the Franchisee; transfer of an interest in this Franchise or the rights held by the Franchisee under this Franchise to the parent of the Franchisee or to another Affiliate of the Franchisee; any action that is the result of a merger of the parent of the Franchisee; or any action that is the result of a merger of another Affiliate of the Franchisee.

1.38 *Video Programming:* Shall be defined herein as it is defined under Section 602 of the Communications Act, 47 U.S.C. § 522(20), as may be amended, which currently states: "programming provided by, or generally considered comparable to programming provided by, a television broadcast station."

1.39 *Video Service Provider or VSP:* Any entity using wired facilities occupying a substantial portion of the Public Rights-of-Way as the primary means of delivery to provide Video Programming services to multiple subscribers within the territorial boundaries of the Borough. A VSP shall include any entity that provides Cable Services or Video Programming services within the territorial boundaries of the Borough.

## **2. GRANT OF AUTHORITY; LIMITS AND RESERVATIONS**

2.1 *Grant of Authority:* Subject to the terms and conditions of this Agreement and applicable laws and regulations, the Borough hereby grants to the Franchisee the right to own, construct, operate, and maintain a Cable System to provide Cable Services along the Public Rights-of-Way within the Borough. No privilege or power of eminent domain is bestowed or waived by this grant or by this Agreement.

2.2 *The Borough's Regulatory Authority:* The parties recognize that the Franchisee's FTTP Network has been constructed and is operated and maintained as an upgrade to and/or extension of its existing Telecommunications Facilities for the provision of Non-Cable Services. The jurisdiction of the Borough over the Franchisee's Telecommunications Facilities is governed by federal and state law, and the Borough will not assert jurisdiction over the Franchisee's FTTP Network in contravention of those laws. Therefore, as provided in Section 621(b)(3)(A) of the Communications Act, 47 U.S.C. § 541(b)(3)(A), the Borough's regulatory authority under Title VI of the Communications Act is not applicable to the construction, installation, maintenance, or operation of the Franchisee's FTTP Network to the extent the FTTP Network uses the Franchisee's existing Telecommunications Facilities for the provision of Non-Cable Services. This Agreement shall not be construed to limit whatever existing regulatory authority the Borough may have under federal and state law with respect to the FTTP Network facilities.

2.3 *Term:* This Franchise shall become effective on \_\_\_\_\_ (the "Effective Date"). The term of this Franchise shall be five (5) years from the Effective Date until \_\_\_\_\_, unless the Franchise is earlier terminated by the Franchisee pursuant to the terms of Section 2.4 of this Agreement or is revoked by the Borough pursuant to Section 12.5 of this Agreement.

2.4 *Termination Generally:* Notwithstanding any provision herein to the contrary, the Franchisee may terminate this Franchise and all obligations hereunder at any time during the term of this Franchise for any reason, in the Franchisee's sole discretion, upon twelve (12) months' written notice to the Borough.

### *2.5 Modification Based on VSP Requirements; Competitive Equity:*

2.5.1 If there is a change in federal, state, or local law that reduces any material financial and/or operational obligation that the Borough has required from or imposed upon a VSP, or if the Borough enters into any franchise, agreement, license, or grant of authorization with a VSP to provide Video Programming services to residential subscribers in the Borough and the franchise, agreement, license or grant of authorization, taken as a whole upon consideration of all of its material obligations, is materially less burdensome than the terms imposed by this Franchise, then the Franchisee and the Borough shall, within sixty (60) days of the Borough's receipt of the Franchisee's written notice, commence negotiations to modify this Franchise to create reasonable competitive equity between the Franchisee and such other VSP(s).

2.5.2 The Franchisee's notice pursuant to Subsection 2.5.1 shall specify either the change in law or the lesser burden in an authorization to a competitive VSP and

the resulting change in obligations. The Franchisee shall respond to reasonable information requests from the Borough, as may be necessary to review the change in obligations resulting from the cited law or the alleged lesser burden.

2.5.3 In the event the parties do not reach mutually acceptable agreement on a modification requested by the Franchisee, the Franchisee shall, at any time and in its sole discretion, have the option of exercising either of the following actions:

2.5.3.1 if agreed by both parties, submitting the matter to binding commercial arbitration by a mutually-selected arbitrator in accordance with the rules of the American Arbitration Association; or

2.5.3.2 submitting the matter to mediation by a mutually-acceptable mediator.

2.6 *Grant Not Exclusive:* This Franchise and the rights granted herein to use and occupy the Public Rights-of-Way to provide Cable Services shall not be exclusive, and the Borough reserves the right to grant other franchises for similar uses or for other uses of the Public Rights-of-Way, or any portions thereof, to any Person, or to make any such use itself, at any time during the term of this Franchise. Any such rights that are granted shall not materially interfere with existing facilities of the Cable System or the Franchisee's FTTP Network.

2.7 *Franchise Subject to Federal, State, and Local Law:* Notwithstanding any provision to the contrary herein, this Franchise is subject to and shall be governed by all applicable provisions of federal, state, and local laws and regulations.

2.8 *No Waiver:*

2.8.1 The failure of the Borough on one (1) or more occasions to exercise a right or to require compliance or performance under this Franchise, the Communications Act, or any other applicable state or federal law shall not be deemed to constitute a waiver of such right or a waiver of compliance or performance by the Borough, nor to excuse the Franchisee from complying or performing, unless such right or such compliance or performance has been specifically waived in writing.

2.8.2 The failure of the Franchisee on one (1) or more occasions to exercise a right under this Franchise or applicable law, or to require performance under this Franchise, shall not be deemed to constitute a waiver of such right or of performance by the Franchisee, nor shall it excuse the Borough from performance, unless such right or performance has been specifically waived in writing.

2.9 *Construction of Agreement:*

2.9.1 The provisions of this Franchise shall be liberally construed to effectuate their objectives.

2.9.2 Nothing herein shall be construed to limit the scope or applicability of Section 625 of the Communications Act, 47 U.S.C. § 545.

WEST CHESTER BOROUGH

2.9.3 Should any change to federal, state or local law have the lawful effect of materially altering the terms and conditions of this Agreement making it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Borough, then the parties shall modify this Franchise to the mutual satisfaction of both parties to ameliorate the negative effects on the Franchisee and the Borough of the material alteration. Any modification to this Franchise shall be in writing and signed by both parties. If the parties cannot reach agreement on the above-referenced modification to this Franchise, then upon either party's initiative, the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

2.10 *Police Powers:* Nothing in this Franchise shall be construed to prohibit the reasonable, necessary, and lawful exercise of the police powers of the Borough. The Borough shall not subject the Franchisee to any ordinances or regulations that are in material conflict with this Franchise.

2.11 *Compliance with Federal and State Privacy Laws:* The Franchisee shall comply with the privacy provisions of Section 631 of the Communications Act, 47 U.S.C. § 551, and all other applicable federal and state privacy laws and regulations. The parties agree that, during the term hereof, the Franchisee shall not be subject to any local laws or ordinances which, directly or indirectly, conflict with or exceed the scope of such applicable federal and/or state privacy laws.

2.12 *Permits:* Nothing herein shall be construed to limit the Borough's lawful authority to require permits and applicable fees for certain activities in the Public Rights-of-Way; provided, however, that the Franchisee shall not be required to obtain permits for Cable Service drops for individual Subscribers.

### **3. PROVISION OF CABLE SERVICE**

3.1 *Service Area:* Subject to the issuance of all necessary permits by the Borough, the Franchisee shall offer Cable Service to all residential households in the Service Area, and may make Cable Service available to businesses in the Service Area, except: (A) for periods of Force Majeure; (B) for periods of unreasonable delay caused by the Borough; (C) for periods of delay resulting from the Franchisee's inability to obtain authority to access rights-of-way in the Service Area; (D) in areas where developments, buildings or other residential dwelling units are subject to claimed exclusive arrangements with other providers; (E) in areas, developments, buildings or other residential dwelling units where the Franchisee cannot gain access under reasonable terms and conditions after good faith negotiation, as reasonably determined by the Franchisee; (F) in areas, developments, buildings or other residential dwelling units where the Franchisee is unable to provide Cable Service for technical reasons or which require non-standard facilities which are not available on a commercially reasonable basis including, but not limited to, circumstances where the Franchisee cannot access the areas, developments, buildings or other residential dwelling units by using the Franchisee's existing network pathways and which would thus require the construction of new trunk, feeder, or distribution lines; (G) in areas where the occupied residential household density does not meet the density requirements set forth in Section 3.2; and (H) in areas, developments, buildings or other residential dwelling units that are not habitable as of the Effective Date.

3.2 *Density Requirement:* Subject to Section 3.1 above, the Franchisee shall make Cable Services available to residential dwelling units in all areas of the Service Area where the minimum density is thirty (30) occupied residential dwelling units per mile as measured in strand footage from the nearest technically feasible point on the active FTTP Network trunk or feeder line. Should, through new construction, an area within the Borough meet the density requirement as set forth herein, the Franchisee shall make commercially reasonable efforts, as determined by the Franchisee, to provide Cable Service to such area within twelve (12) months of receiving notice from the Borough that the density requirement has been met.

3.3 *Availability of Cable Service:* The Franchisee shall make Cable Service available to all residential dwelling units and may make Cable Service available to businesses within the Service Area in conformance with Section 3.1, and the Franchisee shall not discriminate between or among any individuals in the availability of Cable Service. In the areas in which the Franchisee shall provide Cable Service, the Franchisee shall be required to connect, at the Franchisee's expense, other than a standard installation charge, all residential dwelling units that are within two hundred (200) feet of trunk or feeder lines not otherwise already served by the Franchisee's FTTP Network. The Franchisee shall be allowed to recover, from a Subscriber that requests such connection, no more than the actual costs incurred for the portion of the residential dwelling unit connection that exceeds two hundred (200) feet and the actual costs incurred to connect any non-residential dwelling unit Subscriber.

3.4 *Cable Service to Public Buildings:* Subject to Section 3.1, the Franchisee shall provide, without charge and within ninety (90) days following the Borough's written request, one (1) service outlet activated for Basic Service (or equivalent) to the following:

3.4.1 Each current municipal building, fire station, and public library located in the Service Area as may be designated in Exhibit A; provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such public building, the Borough shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such public building. Furthermore, the Franchisee shall be permitted to recover, from any public building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.2 Each public K-12 school, and each non-public K-12 school that (i) receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. §§ 6301 et seq., and (ii) is considered a non-public, non-licensed school under the Pennsylvania Private Academic Schools Act, 24 P.S. §§ 6701-6721, located in the Service Area, as may be designated in Exhibit A; provided, however, that the Franchisee shall not be obligated to provide any service outlets activated for Basic Service to home schools; also provided, however, that if it is necessary to extend the Franchisee's trunk or feeder lines more than two hundred (200) feet solely to provide service to any such school building, the Borough shall have the option either of paying the Franchisee's direct costs for such extension for the portion of the connection in

excess of two hundred (200) feet, or of releasing the Franchisee from the obligation to provide service to such school building. Furthermore, the Franchisee shall be permitted to recover, from any school building owner entitled to service under this subsection, the direct cost of installing, when requested to do so, more than one (1) outlet, or concealed inside wiring, or a service outlet requiring more than two hundred (200) feet of drop cable; provided, however, that the Franchisee shall not charge for the provision of Basic Service to the additional service outlets once installed except in accordance with Subsection 3.4.3 below.

3.4.3 In accordance with the applicable provisions of the FCC's 2019 Third Report and Order In the Matter of Implementation of Section 621 of the Cable Act (the "621 Order") and the decision on appeal by the Sixth Circuit Court of Appeals, the Franchisee may charge for the services described in Subsections 3.4.1 and 3.4.2 above in accordance with applicable law, which as of the Effective Date is the Franchisee's marginal cost of providing such service. Prior to charging for such services, the Franchisee shall provide written notice to the Borough of its intent to charge for such services and shall provide reasonable detail sufficient to substantiate the marginal cost and the amount due.

#### **4. SYSTEM FACILITIES**

4.1 *Technical Requirements:* The Cable System shall meet or exceed all applicable technical performance standards of the FCC, any other future applicable technical performance standards, the National Electrical Safety Code, the National Electrical Code, and any other applicable federal laws and the laws of the Commonwealth of Pennsylvania to the extent not in conflict with federal law and regulations.

4.2 *System Characteristics:* The Franchisee's Cable System shall meet or exceed the following requirements:

4.2.1 The Cable System shall be operated with a digital carrier passband between 57 and 861 MHz.

4.2.2 The Cable System shall be operated as an active two-way system that allocates sufficient portion of said bandwidth to deliver reliable two-way Cable Services.

4.3 *Interconnection:* The Franchisee shall operate its Cable System so that it may be interconnected with other cable systems in the Borough. Interconnection of systems may be made by direct cable connection, microwave link, satellite, or other appropriate methods.

4.4 *No Interference:* The Cable System shall be operated in such a manner as to comply with all applicable FCC requirements regarding (i) consumer electronic equipment and (ii) interference with the reception of off-the-air signals of licensed FCC operators.

4.5 *Standby Power:* The Cable System shall incorporate equipment capable of providing continuous standby powering of the System during any commercial utility power outage.

4.6 *Emergency Alert System:* The Franchisee shall comply with the applicable requirements of the FCC and the Commonwealth of Pennsylvania with respect to the operation of

WEST CHESTER BOROUGH

an Emergency Alert System (“EAS”) and applicable state and local EAS plans in order that emergency messages may be distributed over the Cable System.

## **5. EG SERVICES**

### *5.1 EG Channel Set Aside:*

5.1.1 In order to ensure universal availability of Educational and Government Access programming, the Franchisee shall reserve on the Basic Service tier capacity for one (1) dedicated Educational Access Channel and one (1) dedicated Government Access Channel (collectively, “EG Channels”) for exclusive use by the Borough or its designee. The EG Channels shall be used for community programming related to educational and/or governmental activities. The Borough shall have complete control over the content, scheduling, administration and all other programming aspects of the EG Channels, and may delegate such functions, or a portion of such functions, to an appropriate designee. The Franchisee shall not exercise any editorial control over EG Channel programming. The Franchisee shall maintain in good working order the video link(s) and equipment necessary to transmit the EG Channel signals to the channel aggregation site for further processing and distribution to Subscribers. The Franchisee shall maintain the EG Channels and video link(s) in accordance with FCC technical specifications that are comparable to the specifications used to maintain commercial Channels transmitted to Subscribers on the Cable System, except that the Franchisee shall not be responsible for the technical signal quality of the programming produced by any EG Channel producer.

5.1.2 The Borough and the Franchisee will comply with all laws and regulations related to use of the EG Channels. The parties agree that the Franchisee shall retain the right to utilize such reserved EG Channel capacity, in its sole discretion, during the term of this Franchise until such time as the Borough notifies the Franchisee in writing of its desire to begin using the EG Channel pursuant to Subsection 5.1.3 below.

5.1.3 The Borough may obtain from the Franchisee, within one hundred twenty (120) days of the receipt of written notice from the Borough, up to two (2) EG Channels as identified in Subsection 5.1.1 for exclusive use by the Borough or its designee. Such notification shall constitute authorization to the Franchisee to transmit such EG Channel programming within and without the Borough. The Franchisee shall assign the EG Channel number(s) to the extent such Channel number assignments do not interfere with the Franchisee’s existing or planned Channel number line-up and contractual obligations, provided it is understood that the Franchisee specifically reserves the right to make or change such EG Channel number assignments, in its sole discretion, upon at least thirty (30) days’ written notice to the Borough. If an EG Channel provided under this Article 5 is not being utilized by the Borough, or if the Borough ceases to use an EG Channel during the term of this Franchise, the Franchisee may utilize such EG Channel capacity, in its sole discretion, after receiving written approval from the Borough until such time as the Borough elects to utilize the EG Channel for its intended purpose. In the event that the Borough decides to exercise its right to use previously de-activated EG Channel capacity, the Borough shall provide the Franchisee with written notice and the Franchisee shall re-activate the EG Channel within ninety (90) days of receipt of the written request from the Borough.

5.1.4 The Borough shall comply with all applicable laws and regulations regarding the non-commercial use of EG Channels.

5.2 *EG Channel Equipment and Programming:* The Borough and/or its designee shall be solely responsible for operating its switching equipment and the picture and audio quality of all EG Channel programming up to the demarcation point and for ensuring all EG Channel programming is inserted on the appropriate upstream EG Channel. All EG Channel programming shall be transmitted to the Franchisee in baseband or SD-SDI format with either mono or stereo audio signals, and with signals received by the Franchisee in stereo cablecast by the Franchisee in stereo. Notwithstanding the foregoing, the Franchisee shall not be obligated to provide the Borough or its designee with either cablecast equipment and facilities or the personnel responsible for maintaining and operating equipment and facilities on the Borough's side of the demarcation point and used to generate or administer any EG Channel access signals, except as necessary to implement the Franchisee's responsibilities specified herein. The Borough and the Franchisee shall work together in good faith to resolve any connection issues. If the Borough issues a franchise to, or renews a franchise with, a competing cable operator, the competing cable operator may not connect its system to the Franchisee's System for the purposes of obtaining EG Channel programming from the EG Channels transmitted on the Franchisee's System without the Franchisee's prior written consent.

5.3 *Interconnection for EG Channel Programming:* The Franchisee may, in its sole discretion, use reasonable efforts to interconnect its Cable System with the existing cable operator(s). If interconnection is pursued, for purposes of providing EG Channels, no earlier than six (6) months after written notice by the Borough to activate an EG Channel, the Borough may require the Franchisee to provide a video link, without charge to the Borough, to a location within the Service Area where EG Channel programming is originated for the purpose of cablecasting such EG Channel programming. The Franchisee shall maintain the fiber connection to such origination location in good working order and without any charge to the Borough. The Franchisee shall not be obligated to provide the Borough with either cablecast equipment and facilities or personnel responsible for maintaining and operating such equipment and facilities or generating any such EG Channel programming.

5.4 *EG Channel Relocation:* The Borough shall have the right to relocate the location where its EG Channel programming originates after such time as the Franchisee has established a direct connection or has interconnected with another cable operator for purposes of obtaining EG Channel programming as follows: (i) the Franchisee's obligation shall be subject to the same conditions that apply to the EG Channel origination sites as set forth in this Article 5; (ii) the Borough shall provide access to such site at least ninety (90) days prior to the Borough's anticipated use of the relocated EG Channel origination site; and (iii) the Borough shall reimburse the Franchisee for the actual costs it incurs to relocate its direct connection or for any additional costs associated with the interconnection with any other cable operator. Said relocation shall be undertaken within ninety (90) days of the Borough both: (A) providing a written request therefore, and (B) meeting the conditions set forth above.

5.5 *Indemnity for EG Services:* The Borough shall require all local producers and users of any of the EG facilities or EG Channels to agree in writing to authorize the Franchisee to transmit programming consistent with this Agreement and to defend and hold harmless the

Franchisee and the Borough from and against any and all liability or other injury, including the reasonable cost of defending claims or litigation, arising from or in connection with claims regarding an EG Channel programming facility, not including the FTTP Network, or EG Channel or EG Channel programming, including claims for failure to comply with applicable federal laws, rules, regulations or other requirements of local, state, or federal authorities; for claims of libel, slander, invasion of privacy, or the infringement of common law or statutory copyright; for unauthorized use of any trademark, trade name, or service mark; for breach of contractual or other obligations owing to third parties by the producer or user; and for any other injury or damage in law or equity. The Borough may establish rules and procedures for use of EG Channel facilities consistent with applicable laws and regulations. Notwithstanding the foregoing, the Borough shall not indemnify the Franchisee for any damages, liability, or claims resulting from acts of willful misconduct or negligence of the Franchisee, its officers, employees, or agents.

5.6 *Recovery of Costs:* The Franchisee shall be allowed to recover any costs arising from the provision of EG Channel services as set forth in Section 622 of the Communications Act, 47 U.S.C. § 542, and to include such costs as a separately billed line item on each Subscriber's bill. Without limiting the foregoing, if allowed under state and federal laws, the Franchisee may externalize, line-item, or otherwise pass through interconnection costs to Subscribers.

## **6. FRANCHISE FEES**

6.1 *Payment to the Borough:* The Franchisee shall pay to the Borough a franchise fee of five percent (5%) of annual Gross Revenue. In accordance with Title VI of the Communications Act, the twelve (12) month period applicable under this Franchise for the computation of the franchise fee shall be a calendar year. Such payments shall be made no later than forty-five (45) days following the end of each calendar quarter. Specifically, payments shall be due and payable on or before May 15 (for the first quarter), August 15 (for the second quarter), November 15 (for the third quarter), and February 15 (for the fourth quarter). In the event that any franchise fee payment is not made on or before the applicable dates, then interest shall be added at the rate of six percent (6%) of the amount of franchise fee revenue due to the Borough. No acceptance of any payment shall be construed as an accord that the amount paid is the correct amount. The Franchisee shall be allowed to submit or correct any payments that were incorrectly omitted, along with interest at six percent (6%) of the amount from the date such underpayment was due, and shall credit any payments that were incorrectly submitted, in connection with the quarterly franchise fee remittances within ninety (90) days following the close of the calendar year for which such payments were applicable. If the Borough issues or renews any cable franchise(s) after the Effective Date that provide(s) for a lower percentage of a franchise fee than is required by this Agreement, the Borough shall provide the Franchisee with written notice of such issuance or renewal and the percentage of the Franchisee's franchise fee payments shall be immediately thereafter reduced to match such lower percentage over that same time period.

6.2 *Supporting Information:* Each franchise fee payment shall be accompanied by a brief report that provides line items for revenue sources and the amount of revenue received from each source and is verified by a financial manager of the Franchisee showing the basis for the computation.

6.3 *Limitation on Franchise Fee Actions:* The parties agree that the period of limitation for recovery of any franchise fee payable hereunder shall be forty-eight (48) months from the date on which the applicable payment by the Franchisee is due.

6.4 *Audits:*

6.4.1 The Borough may conduct a franchise fee review or audit of the Franchisee's books and records pertaining directly to the Franchisee's payment of franchise fees to the Borough no more than once every three (3) years during the term of this Franchise. Any audit shall be initiated through written notice to the Franchisee by the Borough, and the Borough or any auditor employed by the Borough shall submit its request for records within forty-five (45) days of the Borough's notice; provided, however, that the parties shall work cooperatively on an ongoing basis during the audit review in the event the Borough or its designated auditor identifies reasonable follow-up records that are necessary to complete the audit. Subject to the confidentiality provisions of Section 8.1 below, and execution of a non-disclosure agreement with the Borough or an auditor employed by the Borough, all records requested by the Borough for such audit shall be made available to the Borough or its auditor within forty-five (45) days of the Borough's request for documents. All records shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication.

6.4.2 Any audit conducted by the Borough or auditor employed by the Borough shall be completed within one hundred eighty (180) days of receipt of all documents identified in the request for records submitted pursuant to Subsection 6.4.1, or by such other date as is mutually agreed to by the parties. If upon completion of the audit, the Borough does not make a claim for additional payments, then the Borough shall provide the Franchisee with written documentation of closure of the audit within forty-five (45) days from the date the audit is completed. The Borough's claim for additional franchise fee payments shall be provided to the Franchisee within forty-five (45) days from the date on which the audit is completed by the Borough or its auditor or by such other date as is mutually agreed to by the parties.

6.4.3 Each party shall bear its own costs of an audit; provided, however, that if the results of any audit indicate that the Franchisee underpaid the franchise fees by five percent (5%) or more, then the Franchisee shall pay the reasonable, documented, out-of-pocket costs of the audit up to eight thousand dollars (\$8,000).

6.4.4 If the results of an audit indicate an underpayment of franchise fees, the parties agree that such underpayment shall be remitted to the Borough within forty-five (45) days; provided, however, that the Franchisee shall be required to remit underpayments to the Borough together with interest at six percent (6%) of the amount correctly due from the date such underpayment would have been due.

6.4.5 Any entity employed by the Borough that performs the audit or franchise fee review shall be a professional firm with recognized expertise in auditing franchise fees and shall not be permitted to be compensated on a success-based formula, e.g., payment based on an underpayment of franchise fees, if any.

6.5 *Bundled Services*: If Cable Services are provided to Subscribers in conjunction with Non-Cable Services, the calculation of Gross Revenue shall be adjusted, if needed, to include only the value of the Cable Services billed to Subscribers, as reflected on the books and records of the Franchisee in accordance with FCC rules, regulations, standards, or orders. If the Franchisee bundles Cable Services with Non-Cable Services, the Franchisee agrees that it will not intentionally or unlawfully allocate such revenue for the purpose of evading payments due under this Franchise. The parties agree that tariffed Telecommunications Services that cannot be discounted by state or federal law or regulation are to be excluded from the bundled discount allocation basis.

## **7. CUSTOMER SERVICE**

Customer Service Standards to be complied with by the Franchisee are set forth in Exhibit B. Such standards may be amended by written consent of the parties.

## **8. REPORTS AND RECORDS**

8.1 *Open Books and Records*: Upon written notice to the Franchisee, the Borough shall have the right to inspect the Franchisee's books and records pertaining to this Agreement or the Franchisee's provision of Cable Service in the Borough at any time during Normal Business Hours to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the section or subsection of this Franchise that is under review, so that the Franchisee may organize the necessary books and records for appropriate access by the Borough. Within thirty (30) days of the Borough's written notice, all records requested by the Borough shall be provided by the Franchisee for inspection at a mutually agreed upon location or, if agreed by the parties, through secure electronic communication. The Franchisee shall not be required to maintain any books and records for Franchise compliance purposes longer than forty-eight (48) months. Notwithstanding anything to the contrary set forth herein, the Franchisee shall not be required to disclose information that it reasonably deems to be proprietary or confidential in nature, nor disclose any of its or an Affiliate's books and records not relating to this Agreement or to the provision of Cable Service in the Borough. If the Franchisee claims any information to be proprietary or confidential, it shall identify the information and provide a written explanation as to the reason it is claimed to be confidential or proprietary. The Borough shall treat any information disclosed by the Franchisee as confidential so long as it is permitted to do so under applicable law, and shall only disclose it to employees, representatives, and agents of the Borough that have a need to know, or in order to enforce the provisions hereof. The Franchisee shall not be required to provide Subscriber information in violation of Section 631 of the Communications Act, 47 U.S.C. § 551.

8.2 *Records Required*: The Franchisee shall at all times maintain the following, which may be inspected pursuant to Section 8.1 above:

8.2.1 Records of all Complaints for a period of forty-eight (48) months after receipt by the Franchisee. Complaints recorded will not be limited to Complaints requiring an employee service call;

8.2.2 Records of Significant Outages (as defined in the Customer Service Standards attached as Exhibit B) for a period of forty-eight (48) months after occurrence, indicating date, duration, area, the number of Subscribers affected, type of outage, and cause;

8.2.3 Records of service calls for repair and maintenance for a period of forty-eight (48) months after resolution by the Franchisee, indicating the date and time service was required, the date of acknowledgment and date and time service was scheduled (if it was scheduled), the date and time service was provided, and (if different) the date and time the problem was resolved; and

8.2.4 Records of installation/reconnection and requests for service extension for a period of forty-eight (48) months after the request was fulfilled by the Franchisee, indicating the date of request, date of acknowledgment, and the date and time service was extended.

## **9. INSURANCE AND INDEMNIFICATION**

### **9.1 *Insurance:***

9.1.1 The Franchisee shall maintain in full force and effect, at its own cost and expense, during the Franchise term, the following insurance coverage:

9.1.1.1 Commercial General Liability Insurance with limits of three million dollars (\$3,000,000) per occurrence for property damage and bodily injury and three million dollars (\$3,000,000) general aggregate including premises-operations, contractual liability, personal and advertising injury and products/completed operations covering the construction, operation, and maintenance of the Cable System, and the conduct of the Franchisee's Cable Service business in the Borough.

9.1.1.2 Automobile Liability Insurance in the amount of one million dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage coverage covering all owned, non-owned, and hired vehicles.

9.1.1.3 Workers' Compensation Insurance in compliance with the statutory requirements of the Commonwealth of Pennsylvania and Employers' Liability Insurance in the following amounts: (i) Bodily Injury by Accident: one hundred thousand dollars (\$100,000); and (ii) Bodily Injury by Disease: one hundred thousand dollars (\$100,000) each employee; five hundred thousand dollars (\$500,000) disease policy limit.

9.1.2 The Borough shall be included as an additional insured as its interest may appear under this Franchise on Commercial General Liability and Automobile Liability insurance policies.

9.1.3 Upon receipt of notice from its insurer, the Franchisee shall provide the Borough with thirty (30) days' prior written notice of cancellation of any required insurance.

9.1.4 Each of the required insurance policies shall be with insurers qualified to do business in the Commonwealth of Pennsylvania, with an A-VII or better rating for financial condition and financial performance by Best's Key Rating Guide, Property/Casualty Edition.

9.1.5 Upon written request, the Franchisee shall deliver to the Borough Certificates of Insurance showing evidence of the required coverage.

9.2 *Indemnification:*

9.2.1 The Franchisee agrees to indemnify, save, hold harmless, and defend the Borough, its elected and appointed officials, officers, agents, boards, and employees, from and against any and all claims for injury, loss, liability, cost or expense arising in whole or in part from, incident to, or connected with any act or omission of the Franchisee, its officers, agents, or employees, including the acts or omissions of any contractor or subcontractor of the Franchisee, arising out of the construction, operation, upgrade, or maintenance of its Cable System. The obligation to indemnify, save, hold harmless and defend the Borough shall include the obligation to pay judgments, injuries, liabilities, damages, penalties, expert fees, court costs and the Franchisee's own attorney's fees. The Borough shall give the Franchisee timely written notice of the Borough's request for indemnification within (i) thirty (30) days of receipt of a claim or action pursuant to this subsection or (ii) ten (10) days following service of legal process on the Borough or its designated agent of any action related to this subsection. The Borough agrees that it will take all necessary action to avoid a default judgment. Notwithstanding the foregoing, the Franchisee shall not indemnify the Borough for any damages, liability, or claims resulting from, and the Borough shall be responsible for, the Borough's own acts of willful misconduct or the willful misconduct of its elected and appointed officials, officers, agents, boards, and employees.

9.2.2 With respect to the Franchisee's indemnity obligations set forth in Subsection 9.2.1, the Franchisee shall provide the defense of any claims brought against the Borough by selecting counsel of the Franchisee's choice to defend the claim, subject to the consent of the Borough, which shall not unreasonably be withheld. Nothing herein shall be deemed to prevent the Borough from cooperating with the Franchisee and participating in the defense of any litigation by its own counsel at its own cost and expense; provided, however, that after consultation with the Borough, the Franchisee shall have the right to defend, settle, or compromise any claim or action arising hereunder, and the Franchisee shall have the authority to decide the appropriateness and the amount of any such settlement. In the event that the terms of any such proposed settlement include the release of the Borough, and the Borough does not consent to the terms of any such settlement or compromise, the Franchisee shall not settle the claim or action, but its obligation to indemnify the Borough shall in no event exceed the amount of such settlement.

**10. TRANSFER OF FRANCHISE**

Subject to Section 617 of the Communications Act, 47 U.S.C. § 537, and applicable federal regulations, no Transfer of the Franchise shall occur without the prior written consent of the Borough, provided that such consent shall not be unreasonably conditioned or withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, by

assignment of any rights, title, or interest of the Franchisee in this Franchise or the Cable System in order to secure indebtedness, or for transactions otherwise excluded under Section 1.37 above.

## **11. RENEWAL OF FRANCHISE**

The Borough and the Franchisee agree that any proceedings undertaken that relate to the renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Communications Act, 47 U.S.C. § 546.

## **12. ENFORCEMENT AND TERMINATION OF FRANCHISE**

12.1 *Notice of Noncompliance:* If at any time the Borough believes that the Franchisee has not complied with the terms of this Franchise, the Borough shall informally discuss the matter with the Franchisee. If these discussions do not lead to resolution of the problem in a reasonable time, the Borough shall then notify the Franchisee in writing of the nature of the alleged noncompliance (for purposes of this Article 12, the “Noncompliance Notice”). If the Borough does not notify the Franchisee of any alleged noncompliance, it shall not operate as a waiver of any rights of the Borough hereunder or pursuant to applicable law.

12.2 *The Franchisee’s Right to Cure or Respond:* The Franchisee shall have thirty (30) days from receipt of the Noncompliance Notice to: (i) respond to the Borough in writing, if the Franchisee contests (in whole or in part) the assertion of noncompliance; (ii) cure such noncompliance; or (iii) in the event that, by its nature, such noncompliance cannot be cured within such thirty (30) day period, initiate reasonable steps to remedy such noncompliance, diligently pursue such remedy to completion, and notify the Borough of the steps being taken and the date by which the cure is projected to be completed. Upon cure of any noncompliance, the Borough shall provide written confirmation that such cure has been effected.

12.3 *Additional Enforcement Measures:* Subject to applicable federal, state and local law, in the event the Borough determines that the Franchisee is in default of any provision of this Franchise, the Borough may:

12.3.1 Commence an action at law for monetary damages or seek other equitable relief; or

12.3.2 In the case of a substantial noncompliance with a material provision of this Franchise, seek to revoke the Franchise in accordance with Section 12.5 below.

12.4 *Revocation:* Should the Borough seek to revoke this Agreement after following the procedures set forth in Sections 12.1-12.2 above, the Borough shall give written notice to the Franchisee of such intent. The notice shall set forth the specific nature of the noncompliance. The Franchisee shall have sixty (60) days from receipt of such notice to object in writing and to state its reasons for such objection. In the event the Borough has not received a satisfactory response from the Franchisee, it may then seek revocation of this Agreement and shall schedule a public hearing. The Borough shall cause to be served upon the Franchisee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing.

12.4.1 At any designated public hearing at which the Borough has informed the Franchisee that revocation is a possible consequence in accordance with the written notice requirements set forth above, the Franchisee shall be provided a fair opportunity for full participation, including the following rights: to be represented by legal counsel; to introduce relevant evidence and require the production of evidence; and to question and/or cross-examine witnesses. A complete verbatim record and transcript shall be made of such hearing at the Franchisee's sole cost and expense.

12.4.2 Following the public hearing, the Franchisee shall be provided up to thirty (30) days to submit its proposed findings and conclusions to the Borough in writing, and thereafter the Borough shall provide a written determination to the Franchisee setting forth: (i) whether an event of default has occurred under this Agreement; (ii) whether such event of default is excusable; and (iii) whether such event of default has been cured by the Franchisee. The Borough shall also determine whether it will revoke this Franchise based on the information presented or, in the discretion of the Borough, grant additional time to the Franchisee to effect any cure. If the Borough determines that it will revoke this Franchise, the Borough shall promptly provide the Franchisee with a written determination setting forth the Borough's reasoning for such revocation. The Franchisee may appeal such written determination of the Borough to an appropriate court of competent jurisdiction, which will have the power to review the determination of the Borough consistent with applicable law. The Franchisee shall be entitled to such relief as the court finds appropriate. Such appeal must be taken within the time frame permitted by law.

### **13. MISCELLANEOUS PROVISIONS**

13.1 *Actions of Parties:* In any action by the Borough or the Franchisee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner.

13.2 *Binding Acceptance:* This Agreement shall bind and benefit the parties hereto and their respective successors and assigns.

13.3 *Preemption:* In the event that a change in federal or state law or regulation preempts or limits the enforceability of a provision of this Agreement, the provision shall be read to be preempted or limited, but only to the extent and for the time required by such law or regulation. In the event such federal or state law or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted or limited is no longer preempted or limited, such provision shall thereupon return to full force and effect, and shall thereafter be binding on the parties hereto, without the requirement of further action on the part of the Borough.

13.4 *Force Majeure:* The Franchisee shall not be held in default under, or in noncompliance with, the provisions of this Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by a Force Majeure event. If the Franchisee makes a decision that a Force Majeure event has taken place, it shall give the Borough written notice no more than thirty (30) days after such decision has been made.

13.5 *Good Faith Error:* The parties hereby agree that it is not the Borough's intention to subject the Franchisee to penalties, fines, forfeitures, or revocation of the Franchise for violations of this Agreement where the violation was a good faith error that resulted in no or minimal negative impact on Subscribers.

13.6 *Delivery of Payments:* The Franchisee may use electronic funds transfer to make any payments to the Borough required under this Agreement.

13.7 *Notices:* Unless otherwise expressly stated herein, notices required under this Franchise shall be mailed first-class, postage prepaid, to the addressees below. Each party may change its designee by providing written notice to the other party.

13.7.1 Notices to the Franchisee shall be mailed to:

President  
Verizon Pennsylvania LLC  
900 Race Street, 6<sup>th</sup> Floor  
Philadelphia, PA 19107

With a copy to:

Verizon  
1300 I Street NW, Suite 500 East  
Washington, DC 20005  
Attention: Tonya Rutherford, Vice President and Deputy  
General Counsel

13.7.2 Notices to the Borough shall be mailed to:

West Chester Borough Municipal Building  
401 East Gay Street  
West Chester, PA 19380  
Attention: Borough Manager

With a copy to:

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

13.8 *Entire Agreement:* This Franchise and the Exhibits hereto constitute the entire agreement between the Franchisee and the Borough and supersedes all prior or contemporaneous agreements, representations, or understanding (whether written or oral) of the parties regarding the subject matter hereof. Any lawful ordinances or parts of ordinances related to the provision of Cable Services over the Cable System in the Borough that conflict with the provisions of this Agreement are superseded by this Agreement.

13.9 *Amendments:* Amendments or modifications to this Agreement shall be mutually agreed to in writing and signed by the parties.

13.10 *Captions:* The captions and headings of articles and sections throughout this Agreement are intended solely to facilitate reading and reference to the sections and provisions of this Agreement. Such captions shall not affect the meaning or interpretation of this Agreement.

13.11 *Severability:* If any section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other section, subsection, sentence, paragraph, term, or provision hereof, all of which will remain in full force and effect for the term of this Franchise.

13.12 *Recitals:* The recitals set forth in this Agreement are incorporated into the body of this Agreement as if they had been originally set forth herein.

13.13 *FTTP Network Transfer Prohibition:* Under no circumstance including, without limitation, upon expiration, revocation, termination, denial of renewal of this Franchise, or any other action to forbid or disallow the Franchisee from providing Cable Services, shall the Franchisee or its assignees be required to sell any right, title, interest, use, or control of any portion of the Franchisee's FTTP Network including, without limitation, the Cable System and any capacity used for Cable Service or otherwise, to the Borough or any third party. The Franchisee shall not be required to remove the FTTP Network or to relocate the FTTP Network or any portion thereof as a result of revocation, expiration, termination, denial of renewal, or any other action to forbid or disallow the Franchisee from providing Cable Services. This provision is not intended to contravene leased access requirements under Title VI of the Communications Act or the EG service requirements set out in this Agreement.

13.14 *Parental Control:* The Franchisee shall comply with all applicable requirements of federal law(s) governing Subscribers' capability to control the reception of any Channels being received on their television sets.

13.15 *Independent Review:* The Borough and the Franchisee each acknowledge that they have received independent legal advice in entering into this Agreement. In the event that a dispute arises over the meaning or application of any term(s) of this Agreement, such term(s) shall not be construed by the reference to any doctrine calling for ambiguities to be construed against the drafter of this Agreement.

13.16 *Modification Due to Exercise of Police Powers:* If the Borough exercises its reasonable, necessary, and lawful police power rights and such exercise results in a material alteration of the terms and conditions of this Agreement that makes it commercially impracticable for the Franchisee to continue the provision of Cable Services in the Borough, then the parties shall modify this Agreement to the mutual satisfaction of both parties to ameliorate the negative effects of the Borough's exercise of its police power rights on the Franchisee. Any modification to this Agreement shall be in writing and signed by both parties. If the parties cannot reach agreement on how to ameliorate the negative effects of the Borough's exercise of its police power rights, then

the parties agree to submit the matter to binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association.

13.17 *No Third Party Beneficiaries:* Except as expressly provided herein, this Agreement is not intended to, and does not, create any rights or benefits on behalf of any Person other than the parties to this Agreement.

13.18 *Counterparts:* This Agreement may be executed in two (2) counterparts, each of which shall be deemed an original, and the parties may become a party hereto by executing a counterpart hereof. Further, this Agreement may be executed by facsimile, email, electronic signature or other electronic means, and so executed shall have the full force and legal effect as an executed original of this Agreement. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for the other counterparts.

**[SIGNATURE PAGE FOLLOWS]**

WEST CHESTER BOROUGH

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

VERIZON PENNSYLVANIA LLC

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

EXHIBITS

Exhibit A – Cable Service to Public Buildings

Exhibit B – Customer Service Standards

## EXHIBIT A

### CABLE SERVICE TO PUBLIC BUILDINGS

Municipal Building  
401 East Gay Street  
West Chester Pa. 19380

First West Chester Fire Co  
70 S. Bradford Ave  
West Chester Pa. 19382

Public Works Dept.  
205 Lacey Street  
West Chester PA. 19382

Goodwill Fire Company  
522 E. Union Street  
West Chester PA. 19382

West Chester Public Library  
415 N. Church Street  
West Chester PA. 19380

Fame Fire Company  
Rosedale Ave & S. Matlack St  
West Chester PA. 19382

Bicentennial Parking Garage  
20 S. High Street  
West Chester PA. 19382

Sharpless Street Parking Garage  
15 Sharpless Street  
West Chester PA. 19382

Mosteller Parking Garage  
795 Downingtown Pike  
West Chester PA. 19380

Taylor Run Wastewater Plant  
14 E. Chesnut Street  
West Chester PA. 19380

Goose Creek Wastewater Plant  
351 Snyder Avenue  
WEST CHESTER BOROUGH

West Chester PA. 19382

West Chester Area Senior Center  
530 E. Union Street  
West Chester PA 19382

Henderson High School  
400 Montgomery Avenue  
West Chester PA 19380

West Chester Friends School  
415 N. High Street  
West Chester PA 19380

WEST CHESTER BOROUGH

## EXHIBIT B

### CUSTOMER SERVICE STANDARDS

These standards shall apply to the Franchisee to the extent it is providing Cable Services over the Cable System in the Borough.

#### **SECTION 1: DEFINITIONS**

A. **Respond:** The Franchisee's investigation of a Service Interruption after receiving a Subscriber call by opening a trouble ticket, if required, and responding to the call.

B. **Significant Outage:** A Significant Outage of the Cable Service shall mean any Service Interruption lasting at least four (4) continuous hours that affects at least ten percent (10%) of the Subscribers in the Borough.

C. **Service Call:** The action taken by the Franchisee to correct a Service Interruption the effect of which is limited to an individual Subscriber.

D. **Standard Installation:** Installations where the Subscriber is within two hundred (200) feet of trunk or feeder lines.

#### **SECTION 2: OFFICE HOURS AND TELEPHONE AVAILABILITY**

A. The Franchisee shall maintain a toll-free number to receive all calls and inquiries from Subscribers and/or residents in the Borough regarding Cable Service. The Franchisee representatives trained and qualified to answer questions related to Cable Service in the Service Area must respond to Subscriber telephone inquiries during the Franchisee's Normal Business Hours. The Franchisee representatives shall identify themselves by name when answering this number. After Normal Business Hours, the toll-free number may be answered by an Automated Response Unit ("ARU") or a Voice Response Unit ("VRU"), including an answering machine. Inquiries received after Normal Business Hours shall be responded to by a trained Franchisee representative on the next business day.

B. The Franchisee's telephone numbers shall be listed, with appropriate description (e.g., administration, customer service, billing, repair, etc.), in the directory published by the local telephone company or companies serving the Service Area, beginning with the next publication cycle after acceptance of this Franchise by the Franchisee.

C. The Franchisee may, at any time, use an ARU or a VRU to distribute calls. If a foreign language routing option is provided, and the Subscriber does not enter an option, the menu will default to the first tier menu of English options.

After the first tier menu (not including a foreign language rollout) has run through three (3) times, if Subscribers do not select any option, the ARU or VRU will forward the call to a queue for a live representative. The Franchisee may reasonably substitute this requirement with another method of handling calls from Subscribers who do not have touch-tone telephones.

D. Under Normal Operating Conditions, calls received by the Franchisee shall be answered within thirty (30) seconds. The Franchisee shall meet this standard for ninety percent (90%) of the calls it receives at all call centers receiving calls from Subscribers, as measured on a cumulative quarterly calendar basis. Measurement of this standard shall include all calls received by the Franchisee at all call centers receiving calls from Subscribers, whether they are answered by a live representative, by an automated attendant, or abandoned after thirty (30) seconds of call waiting.

E. Under Normal Operating Conditions, callers to the Franchisee shall receive a busy signal no more than three percent (3%) of the time during any calendar quarter.

F. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Borough of such a change at least thirty (30) days in advance of any implementation. The Franchisee shall not be required to acquire equipment or perform surveys to measure compliance with the telephone answering standards above unless a historical record of Complaints indicates a clear failure to comply.

### **SECTION 3: INSTALLATIONS AND SERVICE APPOINTMENTS**

A. All installations will be in accordance with the rules of the FCC, the National Electrical Code, and the National Electrical Safety Code including, but not limited to, appropriate grounding, connection of equipment to ensure reception of Cable Service, and the provision of required consumer information and literature to adequately inform the Subscriber in the utilization of Franchisee-supplied equipment and Cable Service.

B. The Standard Installation shall be performed within seven (7) business days after the placement of the Optical Network Terminal ("ONT") on the Subscriber's premises or within seven (7) business days after an order is placed if the ONT is already installed on the Subscriber's premises.

The Franchisee shall meet this standard for ninety-five percent (95%) of the Standard Installations it performs, as measured on a calendar quarter basis, excluding Subscriber requests for connection later than seven (7) days after ONT placement or later than seven (7) days after an order is placed if the ONT is already installed on the Subscriber's premises.

C. At the Franchisee's option, the measurements above may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Borough of such a change at least thirty (30) days in advance of any implementation.

D. The Franchisee will offer Subscribers "appointment window" alternatives for arrival to perform installations, Service Calls, and other activities of a maximum four (4) hour time block scheduled during Normal Business Hours. At the Franchisee's discretion, the Franchisee may offer Subscribers appointment arrival times other than these four (4) hour time blocks, if agreeable to the Subscriber. These hour restrictions do not apply to weekends. The Franchisee may not cancel an appointment with a Subscriber after the close of business on the business day prior to the scheduled appointment. If a technician is running late for an appointment with a Subscriber and will not be able to keep the appointment as scheduled, the Subscriber will be

WEST CHESTER BOROUGH

contacted. The appointment will be rescheduled, as necessary, at a time which is convenient for the Subscriber.

#### **SECTION 4: SERVICE INTERRUPTIONS AND OUTAGES**

A. The Franchisee shall exercise commercially reasonable efforts to limit any Significant Outage for the purpose of maintaining, repairing, or constructing the Cable System. Except in an emergency or other situation necessitating a more expedited or alternative notification procedure, the Franchisee may schedule a Significant Outage for a period of more than four (4) hours during any twenty-four (24) hour period only after the Borough and each affected Subscriber in the Service Area have been given fifteen (15) days' prior notice of the proposed Significant Outage. Notwithstanding the foregoing, the Franchisee may perform modifications, repairs, and upgrades to the Cable System between 12:01 a.m. and 6:00 a.m. which may interrupt Cable Service.

B. Under Normal Operating Conditions, the Franchisee must Respond to a call from a Subscriber regarding a Service Interruption or other service problem within the following time frames:

(1) Within twenty-four (24) hours, including weekends, of receiving Subscriber calls respecting Service Interruptions in the Service Area, and shall diligently pursue to completion.

(2) The Franchisee must begin actions to correct all other Cable Service problems the next business day after notification by the Subscriber or the Borough of a Cable Service problem, and shall diligently pursue to completion.

C. Under Normal Operating Conditions, the Franchisee shall complete Service Calls within seventy-two (72) hours of the time the Franchisee commences to Respond to the Service Interruption, not including weekends and situations where the Subscriber is not reasonably available for a Service Call to correct the Service Interruption within the seventy-two (72) hour period.

D. The Franchisee shall meet the standard in Subsection 4.C. for ninety percent (90%) of the Service Calls it completes, as measured on a calendar quarterly basis.

E. At the Franchisee's option, the above measurements may be changed from calendar quarters to billing or accounting quarters. The Franchisee shall notify the Borough of such a change at least thirty (30) days in advance of any implementation.

F. Under Normal Operating Conditions, the Franchisee shall provide a credit upon Subscriber request when all Channels received by that Subscriber are out of service for a period of four (4) consecutive hours or more. The credit shall equal, at a minimum, a proportionate amount of the affected Subscriber's current monthly bill. In order to qualify for the credit, the Subscriber must promptly report the problem and allow the Franchisee to verify the problem if requested by the Franchisee. If Subscriber availability is required for repair, a credit will not be provided for such time, if any, that the Subscriber is not reasonably available.

G. Under Normal Operating Conditions, if a Significant Outage affects all Cable Services for more than twenty-four (24) consecutive hours, the Franchisee shall issue an automatic credit to the affected Subscribers in an amount equal to their monthly recurring charges for the proportionate time the Cable Service was out, or a credit to the affected Subscribers in an amount equal to the charge for the basic plus enhanced basic level of service for the proportionate time the Cable Service was out, whichever is technically feasible or, if both are technically feasible, as determined by the Franchisee provided such determination is non-discriminatory. Such credit shall be reflected on a subsequent Subscriber billing statement.

H. With respect to service issues concerning Cable Services provided to Borough facilities, the Franchisee shall Respond to all inquiries from the Borough within four (4) hours, shall commence necessary repairs within twenty-four (24) hours under Normal Operating Conditions, and shall diligently pursue to completion. If such repairs cannot be completed within twenty-four (24) hours, the Franchisee shall notify the Borough in writing as to the reason(s) for the delay and provide an estimated time of repair.

I. The Franchisee may provide all notices identified in this Section 4 electronically or on-screen.

#### **SECTION 5: SUBSCRIBER COMPLAINTS**

Under Normal Operating Conditions, the Franchisee shall investigate Subscriber Complaints referred by the Borough within seventy-two (72) hours of receipt. The Franchisee shall notify the Borough of those matters that necessitate an excess of seventy-two (72) hours to resolve, but those matters must be resolved within fifteen (15) days of the initial Complaint. The Borough may require reasonable documentation to be provided by the Franchisee to substantiate the request for additional time to resolve the problem. For purposes of this Section 5, “resolve” means that the Franchisee shall perform those actions which, in the normal course of business, are necessary to investigate the Subscriber’s Complaint and advise the Subscriber of the results of that investigation.

#### **SECTION 6: BILLING**

A. Subscriber bills shall be clear, concise, and understandable. Bills shall be fully itemized to include all applicable service tiers and, if applicable, all related equipment charges. Bills shall clearly delineate activity during the billing period, including optional charges, rebates, credits, and aggregate late charges. The Franchisee shall maintain records of the date and place of delivery of bills.

B. A specific due date shall be listed on the bill of every Subscriber whose account is current. Delinquent accounts may receive a bill that lists the due date as upon receipt; however, the current portion of that bill shall not be considered past due.

C. Any Subscriber who, in good faith, disputes all or part of any bill shall have the option of withholding the disputed amount without disconnect or late fee being assessed until the dispute is resolved provided that:

- (1) The Subscriber pays all undisputed charges;

WEST CHESTER BOROUGH

(2) The Subscriber provides notification of the dispute to the Franchisee within five (5) days prior to the due date;

(3) The Subscriber cooperates in determining the accuracy and/or appropriateness of the charges in dispute; and

(4) It shall be within the Franchisee's sole discretion to determine when the dispute has been resolved.

D. Under Normal Operating Conditions, the Franchisee shall initiate investigation and resolution of all billing Complaints received from Subscribers within five (5) business days of receipt of the Complaint. Final resolution shall not be unreasonably delayed.

E. The Franchisee shall provide a telephone number and address on the bill for Subscribers to contact the Franchisee.

F. The Franchisee shall forward a copy of any Cable Service related billing inserts or other mailing sent to Subscribers to the Borough upon written request.

G. The Borough hereby requests that the Franchisee omit the Borough's name, address, and telephone number from Subscriber bills as permitted by 47 C.F.R. § 76.952.

#### **SECTION 7: RATES, FEES, AND CHARGES**

A. The Franchisee shall not, except to the extent permitted by law, impose any fee or charge for Service Calls to a Subscriber's premises to perform any repair or maintenance work related to the Franchisee's equipment necessary to receive Cable Service, except where such problem is caused by a negligent or wrongful act of the Subscriber (including, but not limited to, a situation in which the Subscriber reconnects the Franchisee's equipment incorrectly) or by the failure of the Subscriber to take reasonable precautions to protect the Franchisee's equipment.

B. The Franchisee shall provide reasonable notice to Subscribers of the possible assessment of a late fee on bills or by separate notice.

#### **SECTION 8: DISCONNECTION/DENIAL OF SERVICE**

A. The Franchisee shall not terminate Cable Service for nonpayment of a delinquent account unless the Franchisee provides a notice of the delinquency and impending termination prior to the proposed final termination. The notice shall be provided to the Subscriber to whom the Cable Service is billed. The notice of delinquency and impending termination may be part of a billing statement.

B. Cable Service terminated in error must be restored without charge within twenty-four (24) hours of notice. If a Subscriber was billed for the period during which Cable Service was terminated in error, a credit shall be issued to the Subscriber if the Cable Service termination was reported by the Subscriber.

C. Nothing in these standards shall limit the right of the Franchisee to deny Cable Service for non-payment of previously provided Cable Services; refusal to pay any required deposit; theft of Cable Service; damage to the Franchisee's equipment; abusive and/or threatening behavior toward the Franchisee's employees or representatives; refusal to provide credit history information; or refusal to allow the Franchisee to validate the identity, credit history, and credit worthiness via an external credit agency.

## **SECTION 9: COMMUNICATIONS WITH SUBSCRIBERS**

A. All Franchisee personnel, contractors, and subcontractors contacting Subscribers or potential Subscribers at the homes of such Subscribers or potential Subscribers shall wear a clearly visible identification card bearing their name and photograph. The Franchisee shall make reasonable efforts to account for all identification cards at all times. In addition, all Franchisee representatives shall wear appropriate clothing while working at a Subscriber's or potential Subscriber's premises. Every service vehicle of the Franchisee and its contractors or subcontractors shall be clearly identified as such to the public. Specifically, Franchisee vehicles shall have the Franchisee's logo plainly visible. The vehicles of those contractors and subcontractors working for the Franchisee shall have the contractor's/subcontractor's name plus markings (such as a magnetic door sign) indicating they are under contract to the Franchisee.

B. All contact with a Subscriber or potential Subscriber by a Person representing the Franchisee shall be conducted in a courteous manner.

C. All notices identified in this Section 9 shall be by either:

- (1) A separate document included with a billing statement or a message included on the portion of the monthly bill that is to be retained by the Subscriber;
- (2) A separate electronic notification;
- (3) A separate on-screen notification; or
- (4) Any other reasonable written means.

D. The Franchisee shall provide reasonable notice to Subscribers of any pricing changes or additional changes (excluding sales discounts, new products, or offers) and, subject to the foregoing, any changes in Cable Services, including Channel line-ups. Such notice must be given to Subscribers a minimum of thirty (30) days in advance of such changes if within the control of the Franchisee, and the Franchisee shall provide a copy of the notice to the Borough including how and where the notice was given to Subscribers.

E. The Franchisee shall provide information to all Subscribers about each of the following items at the time of installation of Cable Services, annually to all Subscribers, at any time upon request, and, subject to Subsection 9.D., at least thirty (30) days prior to making significant changes in the information required by this Subsection 9.E. if within the control of the Franchisee:

- (1) Products and Cable Services offered;

(2) Prices and options for Cable Services and condition of subscription to Cable Services. Prices shall include those for Cable Service options, equipment rentals, program guides, installation, downgrades, late fees, and other fees charged by the Franchisee related to Cable Service;

(3) Installation and maintenance policies including, when applicable, information regarding the Subscriber's in-home wiring rights during the period Cable Service is being provided;

(4) Channel positions of Cable Services offered on the Cable System;

(5) Complaint procedures, including the name, address, and telephone number of the Borough, but with a notice advising the Subscriber to initially contact the Franchisee about all complaints and questions;

(6) Procedures for requesting Cable Service credit;

(7) The availability of a parental control device;

(8) Franchisee practices and procedures for protecting against invasion of privacy; and

(9) The address and telephone number of the Franchisee's office to which complaints may be reported.

F. Notices of changes in rates shall indicate the Cable Service new rates and old rates, if applicable.

G. Every notice of termination of Cable Service shall include the following information:

(1) The name and address of the Subscriber whose account is delinquent;

(2) The amount of the delinquency for all services billed;

(3) The date by which payment is required in order to avoid termination of Cable Service; and

(4) The telephone number for the Franchisee where the Subscriber can receive additional information about their account and discuss the pending termination.



# West Chester Police Department

## MEMORANDUM

TO: Ms. Barbara Lionti, Finance Director  
Borough Council

FROM: Chief Joshua Lee

DATE: 1/31/2026

SUBJECT: Request for Budget Modification

I am requesting a budget modification in order to purchase new firearms and sighting systems for the police department. The modification is a net-zero transaction, reducing the Line Item 01-456-55/40 ARMORY by \$26,405.50 and adding \$26,405.50 to 10-430-13/40 CAPITAL.

The timing of this request capitalizes on current pricing for the electronic reflex sights and handguns. Previously, I had planned for these purchases to be a capital purchase in 2027. Pricing for both the sights and handguns is expected to increase in 2027, and there is a significant level of uncertainty that far into the future. By delaying until 2027 the purchase of equipment and supplies that are less likely to be subject to large increases in cost, the department can easily cover the cost this year, completely within budget. The “lifespan” of these new sights and handguns is expected to be seven to ten years.

Thank you for your time and care. Please contact me directly if further clarification is needed.

	2026 Budget	Less Transfer to Capital	Balance
ARMORY			
#01-456-55/40	\$ 33,700.00	\$ 26,405.50	\$ 7,294.50

  

	2026 Budget	Plus Transfer From Armory	Balance
CAPITAL			
#10-430-13/40	\$ 240,000.00	\$ 26,405.50	\$ 266,405.50

  

	\$ 273,700.00	\$ -	\$ 273,700.00
--	---------------	------	---------------



# West Chester Fire Department

401 EAST GAY STREET

◆ WEST CHESTER, PENNSYLVANIA 19380 ◆

TELEPHONE: 484-887-2817

**Mark Scanlon**  
Chief of Department

**Dave March**  
Public Information Officer

**Michael DiMeo**  
Assistant Chief

**Justin McClure**  
Assistant Chief

**Gregory Witmer**  
Assistant Chief

## PA Act 182 Annual Submittal of Notarized List to West Chester Borough

The following West Chester Fire Department active personnel reside in West Chester Borough:

Name	Address
Becker, Andrew	
Burns, Kelly	
Cummings, William	
Davis, Cullan	
Eadie, Jonathan	
March, David	
McCarthy, Hanna	
McClure, Dale	
McClure, Justin	
Morris, David	
Widmayer, Paul	
Wilson, Joshua	

State of Pennsylvania  
County of Chester  
Borough of West Chester

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 1/13/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** CDW-G

**Contact** Fred Wills

**Address** CDW Government  
75 Remittance Drive  
Suite 1515  
Chicago, IL 60675-1515

**Phone** (866) 872-0845

**Email** fred@cdw.com

**Fax**

### Justification

(State Contract - Contract: Sourcewell 121923 CDWG-Software (121923))  
Annual Subscription for our ATP (advanced threat protection) services, including Barracuda Essentials, Impersonation Protection, Domain Fraud Protection, Incident Response, Content Shield, Security Awareness Training, Data Inspector & Entra ID Backup + support)

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 34,488.00</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**

n/a

**QUOTATION NUMBER**

**PAYMENT TERMS**

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

**William Mann**

Digitally signed by William Mann  
Date: 2026.01.13 11:19:39  
-05'00'

1/13/2026

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45802/70

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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Powers

SUB: PURCHASE ORDER REQUEST

DATE: 1/20/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Bergey's Truck Centers

**Contact** Francis Vattima

**Address**  
1144 W Baltimore Pike  
Kennett Square, PA 19348

**Phone** (215) 799-4420

**Email**

**Fax**

### Justification

Exclusive vendor for this repair. Trunnion and epads inspected and repaired. Trunnion shaft replaced as well as the front and rear drive brakes

<b>TOTAL AMOUNT TO BE PAID:</b>	\$ 16,591.63
---------------------------------	--------------

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

**Don Anderson** Digitally signed by Don Anderson  
Date: 2026.01.21 13:10:49  
-05'00'

1/21/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

\_\_\_\_\_

Sean Metrick, Borough Manager

Date

Account # 01-43720/80

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

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No   
Budget Available Yes  No   
Support Complete Yes  No   
Exempt Support Yes  No

Notes

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

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Anderson

SUB: PURCHASE ORDER REQUEST

DATE: 1/21/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** BFI King of Prussia Recyclery

**Contact**

**Address**

BFI King of Prussia Recyclery - 4586  
P O Box 932899  
Cleveland, OH 44193

**Phone** (732) 565-5822

**Email**

**Fax**

**Justification**

2026 Rcycling fees.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 81,000.00</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

Don Anderson

Digitally signed by Don Anderson  
Date: 2026.01.21 15:57:13  
-05'00'

1/21/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

Date

Account # 01-42732/80

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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Anderson

SUB: PURCHASE ORDER REQUEST

DATE: 1/16/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Chemical Equipment Labs of DE

**Contact** David Slusser

**Address**  
3920 Providence Road, Ste. A  
Newtown Square, PA 19073

**Phone** (610) 497-9390

**Email**

**Fax**

### Justification

Salt purchases for snow events.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 50,000.00</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

Don Anderson Digitally signed by Don Anderson  
Date: 2026.01.21 13:12:11  
-05'00' 1/21/2026

Authorized Department Manager Date

\_\_\_\_\_ Sean \_\_\_\_\_

Sean Metrick, Borough Manager Date

Account # 15-43200/15 \_\_\_\_\_

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

FINANCE DEPARTMENT ONLY

Budget Approval Yes  No   
Budget Available Yes  No   
Support Complete Yes  No   
Exempt Support Yes  No

Notes

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

# 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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Sean Mitchell

SUB: PURCHASE ORDER REQUEST

DATE: 1/26/2026

**IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:**

**Vendor** Eurofins Philadelphia

**Contact** Erin Dougherty

**Address** 795 Horsham Road  
Horsham, PA 19044-0962

**Phone** (215) 355-3900

**Email** Erin.Dougherty@et.eurofinsus.co

**Fax**

### Justification

Both plants use Eurofins labs for parameters that the plant labs cannot run. Eurofins is used because they meet all the parameters and reporting limits needed for PADEP and Industrial Pretreatment Program (EPA) requirements.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 24,000.00</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

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

**BILL TO:**

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

**SHIP METHOD & PRICING**

**QUOTATION NUMBER**

**PAYMENT TERMS**

Net 30 days

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Sean Mitchell

Digitally signed by Sean Mitchell  
Date: 2026.01.26 14:54:07  
-05'00'

1/26/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

Date

Account # 08-45778/08 \_\_\_\_\_

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 \_\_\_\_\_

# 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: 2/1/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** FireFlow Services INC

**Contact** Michele South

**Address** 500 Campus Drive - Suite C  
Mount Holly, NJ 08060

**Phone** (609) 288-8486

**Email** msouth@fireflow.com

**Fax**

### Justification

Yearly required certification of department's hose, pumps and ladders.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 13,830.85</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**

Net30

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Mark Scanlon

Digitally signed by Mark Scanlon  
Date: 2026.02.01 14:10:09  
-05'00'

2/1/2026

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 05-43720/05

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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Barbara Lioni

FROM: Nicholas Fink

SUB: PURCHASE ORDER REQUEST

DATE: 1/12/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Granicus LLC

**Contact**

**Address** Dept #880806  
PO Box 29650  
Phoenix, AZ 85038-9650

**Phone** (800) 314-0147

**Email** ar@granicus.com

**Fax**

**Justification**

Annual permitting/licensing/code enforcement software contracted payment

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 20,300.35</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

Borough of West Chester, PA  
Stream Protection Fee  
Nicholas Fink  
401 East Gay Street,  
West Chester, Pennsylvania, 19380  
(484) 653-5527

**BILL TO:**

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

**SHIP METHOD & PRICING**

NA

**QUOTATION NUMBER**

Q-384180

**PAYMENT TERMS**

Net 30

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

Nicholas Fink

Digitally signed by Nicholas Fink  
Date: 2026.01.12 10:47:07  
-05'00'

1/12/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

Date

Account # \_\_\_\_\_

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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Barbara Lioni

FROM: Nicholas Fink

SUB: PURCHASE ORDER REQUEST

DATE: 1/12/2026

**IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:**

**Vendor** OpenGov, Inc.

**Contact** Alex Martinez

**Address** PO Box 41340  
San Jose, CA 95160  
United States

**Phone**

**Email** amartinez@opengov.com

**Fax**

**Justification**

Year 4 of 5 of contract for asset management/work order software

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 29,406.70</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

Borough of West Chester, PA  
Stream Protection Fee  
Nicholas Fink  
401 East Gay Street,  
West Chester, Pennsylvania, 19380  
(484) 653-5527

**BILL TO:**

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

**SHIP METHOD & PRICING**

NA

**QUOTATION NUMBER**

**PAYMENT TERMS**

Net 30

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

**Nicholas Fink**

Digitally signed by Nicholas Fink  
Date: 2026.01.12 11:05:46  
-05'00'

1/12/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

\_\_\_\_\_ Date

Account # \_\_\_\_\_

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 \_\_\_\_\_

# 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





3 Feb, 2026

**RE: West Chester – College Ave PS – 2026 Quote**

**Reiner Pump Systems, Inc. COSTARS Supplier #359913**

Reiner Pump Systems, Inc. is pleased to offer the following quote for your consideration:

**Submersible Pumps**

(1) **ABS Drypit** Submersible Pumps Model XFP 105J CB1 PE430/4

- 58 HP 1780 RPM, 230v/3Ph/60Hz
- 6” suction and 4” discharge
- 49’ of power cable
- 5 year prorated warranty

**Total Cost: \$48,513.00**

Note: This is a direct replacement pump.

Estimated Lead Times:

	Submittals	Equipment Shipment*
ABS XFP 105J PE430/4 230V	<1 weeks	14-18 weeks

Estimated lead time for equipment shipment after receipt of complete approved submittals

General Notes:

- Prices are F.O.B. factory plus any taxes which may apply. **(Freight included)**
- Offloading, installation and wiring are not included.
- No Start up services are provided.
- This quote is valid for thirty (30) days from the date above.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Yours sincerely,

Craig Reiner  
 Reiner Pump Systems, Inc.  
 215-909-0082 (c)  
 ccreiner@reinerpump.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 DEPRTMENT  
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

\_\_\_\_\_  
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 \_\_\_\_\_



3 Feb, 2026

**RE: West Chester – New Street PS – 2026 Quote**

**Reiner Pump Systems, Inc. COSTARS Supplier #359913**

Reiner Pump Systems, Inc. is pleased to offer the following quote for your consideration:

**Submersible Pumps**

- **ABS Submersible Pumps Model XFP 150G CB1 PE185/4**
- **25 HP 1775 RPM, 230v/3Ph/60Hz**
- **6” suction and discharge**
- **49’ of power cable**
- **5 year prorated warranty**

**Total Cost: \$29,378.00**

Note: This is a direct replacement pump.

Estimated Lead Times:

	Submittals	Equipment Shipment*
ABS XFP 150G PE185/4 230V	<1 weeks	14-18 weeks

Estimated lead time for equipment shipment after receipt of complete approved submittals

General Notes:

- Prices are F.O.B. factory plus any taxes which may apply. **(Freight included)**
- Offloading, installation and wiring are not included.
- No Start up services are provided.
- This quote is valid for thirty (30) days from the date above.

Should you have any questions or require additional information, please do not hesitate to contact our office.

Yours sincerely,

Craig Reiner  
 Reiner Pump Systems, Inc.  
 215-909-0082 (c)  
 ccreiner@reinerpump.com

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Donald Anderson

SUB: PURCHASE ORDER REQUEST

DATE: 1/23/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Rockwell Associates

**Contact** John Hosbach

**Address**

Rockwell Associates  
P. O. Box 542  
Ridley Park, PA 19078

**Phone** (610) 731-7969

**Email** john@rockwellurbanforestry.com

**Fax**

**Justification**

Arborist consulting fees for 2026.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 18,000.00</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 EXEMPT FORM

Don Anderson

Digitally signed by Don Anderson  
Date: 2026.01.27 10:51:53  
-05'00'

1/27/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

Date

Account # 01-45540/80 \_\_\_\_\_

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 \_\_\_\_\_

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick

FROM: Michael Findley

SUB: PURCHASE ORDER REQUEST

DATE: 1/2/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Usalco

**Contact** Anja Doyle

**Address** 2601 Cannery Avenue  
Baltimore, MD 21226

**Phone** (410) 354-0100

**Email** www.usalco.com

**Fax** (410) 918-2240

### Justification

For purchase of DelPAC 1000 (Aluminum Chloride Hydroxide Sulfate) for phosphorus removal.  
5,000 gallons @ \$3.056 a gallon.

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 15,280.00</b>
---------------------------------	---------------------

Reference (select one)  Quote  SOW  SA  State Contract

**SHIP TO:**

Taylor Run WWTP  
795 Downingtown Pike  
West Chester, PA 19380

**BILL TO:**

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

**SHIP METHOD & PRICING**

included

**QUOTATION NUMBER**

14888-2

**PAYMENT TERMS**

net 30 days

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Michael Findley Digitally signed by Michael Findley  
DN: cn=Michael Findley, o=Wastewater,  
ou=Borough of West Chester,  
email=mfindley@west-chester.com, c=US  
Date: 2026.01.02 10:28:11 -0500

1/2/2026

Authorized Department Manager

Date

\_\_\_\_\_ Sean

Sean Metrick, Borough Manager

\_\_\_\_\_ Date

Account # 08-45728/08

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

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

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

# BOROUGH OF WEST CHESTER



## PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 1/13/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Watchkeep

**Contact** Jim Carlucci

**Address** Watchkeep  
302 Cherry Street  
West Reading, PA 19611

**Phone** (610) 628-3676

**Email** jcarlucci@watchkeep.com

**Fax**

### Justification

PA COSTARS Member Number: 001-E23-097  
Annual (year 2 of 3) Disaster Recovery (on premises & remote backup + remote recovery of servers)  
Payment 1 of \$17,093.88 = 2/2/2026 / Payment 2 of \$17,093.88 = 8/8/2026

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 34,186.00</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**

n/a

**QUOTATION NUMBER**

C001405 v1

**PAYMENT TERMS**

po/check

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXPEMPT FORM

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sean Metrick, Borough Manager

\_\_\_\_\_  
Date

Account # 01-45659/70

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

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

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

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

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

# BOROUGH OF WEST CHESTER

Finance Department Use Only  
Purchase Order Number



## PURCHASE ORDER REQUEST

TO: Sean Metrick, Borough Manager

FROM: William Mann, CISO

SUB: PURCHASE ORDER REQUEST

DATE: 1/13/2026

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

**Vendor** Watchkeep

**Contact** Jim Carlucci

**Address** Watchkeep  
302 Cherry Street  
West Reading, PA 19611

**Phone** (610) 628-3676

**Email** jcarlucci@watchkeep.com

**Fax**

### Justification

PA COSTARS Member Number: 001-E23-097  
Annual (year 2 of 3) Network Engineering Support  
Payment 1 of \$6,480.00 = 2/2/2026 / Payment 2 of \$6,480.00 = 8/8/2026

<b>TOTAL AMOUNT TO BE PAID:</b>	<b>\$ 12,960.00</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**

n/a

**QUOTATION NUMBER**

JC001404 v1

**PAYMENT TERMS**

po/check

**TAX STATUS**

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

**William Mann**

Digitally signed by William Mann  
Date: 2026.01.13 13:09:45  
-05'00'

1/13/2026

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # 01-45659/70

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

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

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

**FINANCE DEPARTMENT ONLY**

Budget Approval Yes  No

Notes

Budget Available Yes  No

Support Complete Yes  No

Exempt Support Yes  No

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