



Finance & Revenue Committee Meeting
May 14, 2025 @ 5:30 PM
This meeting is recorded for public record.

Committee Members:

Brian McGinnis, Chair
Nicole Scimone
Bryan Travis

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

Finance & Revenue Committee Meeting:

- I. Call to Order
- II. Announcements
- III. Comments
Comments, suggestions, petitions by residents in attendance regarding items that are not on the agenda. Please be advised that all public comment has a 5-minute time limit.
- IV. Reports
 - A. Director's report on monthly financials
- V. Old Business
 - A. Approve April 2025 meeting minutes
- VI. New Business
 - A. Discuss 2025 Christmas Parade
Issue: Discuss support and fees for the 2025 parade.
 - B. Motion to approve grant resolution for DCED Flood Mitigation Program (attachment)
Issue: Resolution for grant application for Phase 2 of West Chester Stormwater Infrastructure Repair
 - C. Motion to approve grant resolution for DCED: Greenways, Trails, and Recreation (GTRP) in support of future John O Green Park Projects
Issue: The Borough will be applying for the max award of \$250,000.00 (Grant is 85% funded by DCED ACT 13 and at least 15% locally)
 - D. Approve Budget Modification #5 for grant funding/expenses for hoses for fire department.
Issue: Allocate grant revenue and related expense for fire hoses
 - E. Motion to approve grant resolution for People, Parks, and Community Foundation for

John O Green splash pad rehabilitation.

Issue: The Borough will be applying for the max award of \$30,000.00 with no match required.

F. Motion to approve purchasing requests (attachment):

1. Big Belly Solar for \$11,976.00
2. Munibilling for \$18,014.40
3. Univar for \$12,709.50
4. USALCO for \$12,835.20
5. WatchKeep for \$17,950.26
6. Goodfellowship Club of Chester County for \$86,763.21
7. MES for \$29,968.75

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

VII. Other Business

VIII. Adjournment

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

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

**Borough of West Chester
Cash Position
April 30, 2025**

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance 4/1/2025</u>	<u>April Receipts</u>	<u>April Expenditures</u>	<u>Ending Balance 4/30/2025</u>
01-10000	GF Truist Cash	1,685,893	399,490	101,170	1,984,213
01-10036	PLGIT EIT Pension Pay Down Cash	2,675	122,912	-	125,587
01-10037	Santander GF Cash	(521,104)	4,229,422	1,797,846	1,910,472
01-10044	Santander ARPA Cash	393,504	-	-	393,504
01-10040	PLGIT Pcard Cash	-	-	-	-
01-12000	PLGIT GF Cash	3,049,219	10,605	23,000	3,036,824
	Total General Fund	4,610,187	4,762,429	1,922,016	7,450,600
05-10045	Santander Fire Cash	95,345	525,729	14,520	606,554
05-10053	PLGIT Fire Reserve	745,384	2,703	-	748,087
	Total Fire Fund	840,729	528,432	14,520	1,354,641
10-10006	PLGIT Rec In Lieu Cash	103,573	355	-	103,928
07-10047	Santander Recreation Cash	19,756	9,925	1,390	28,291
	Total Recreation Fund	123,329	10,280	1,390	132,219
08-10038	Santander Sewer Cash	2,681,653	667,723	127,387	3,221,989
08-10052	PLGIT Sewer Cash Reserve	2,267,617	8,223	-	2,275,840
	Total Sewer Fund	4,949,270	675,946	127,387	5,497,829
09-10026	Truist Parking Cash	945,259	159,075	17,549	1,086,785
09-10039	Santander Parking Cash	1,169,033	338,250	205,444	1,301,839
09-10103	TD Parking Cash	64,110	12,920	-	77,030
09-10051	PLGIT Parking Cash Reserve	510,822	1,852	-	512,674
10-10012	PLGIT 2011 Bond	45,738	160	-	45,898
	Total Parking Fund	2,734,962	512,257	222,993	3,024,226
15-10015	BBT Highway Aid	69,091	472,289	26,281	515,099
	Total Highway Aid Fund	69,091	472,289	26,281	515,099
16-10034	Fulton SPF Cash	1,142,622	5,696	-	1,148,318
16-10054	PLGIT SPF Reserve	954,965	3,470	-	958,435
16-100-41	Santander SPF Cash	678,680	331,172	450,659	559,193
	Total Stream Protection Fund	2,776,267	340,338	450,659	2,665,946
18-120-03	BBT Capital Operating Investments	5,317,588	-	-	5,317,588
18-120-04	US Bank Capital Operating Investments	3,706,901	-	-	3,706,901
	Total Capital Operating Reserve Fund	9,024,489	-	-	9,024,489
30-100-31	PLGIT 2016 GOB Bond	39,814	140	-	39,954

Borough of West Chester
 Cash Position
 April 30, 2025

<u>A/C#</u>	<u>Description</u>	<u>Beginning Balance</u> <u>4/1/2025</u>	<u>April</u> <u>Receipts</u>	<u>April</u> <u>Expenditures</u>	<u>Ending Balance</u> <u>4/30/2025</u>
	Total 2016 Bond Funds	39,814	140	-	39,954
	Total-All Funds	25,168,138	7,302,111	2,765,246	29,705,003

Budget to Actual Report-4/30/2025

**Due To/ Due From Balances
4/30/2025**

G/L A/C#	Description	DUE FROM	G/L A/C#	Description	DUE TO	Difference
01-13005	Due from Fire	156,736	05-23001	Due to GF	(156,736)	-
01-13007	Due from Rec	58,366	07-23001	Due to GF	(58,366)	-
01-13008	Due from Sewer	713,663	08-23001	Due to GF	(713,663)	-
01-13009	Due from Parking	57,515	09-23001	Due to GF	(57,515)	-
01-13010	Due from Capital	2,984	10-23001	Due to GF	(2,984)	-
01-13016	Due from SPF	(28,458)	16-23001	Due to GF	28,458	-
05-13001	Due from GF	36,312	01-23005	Due to Fire	(36,312)	-
08-13001	Due from GF	465,868	01-23008	Due to Sewer	(465,868)	-
07-13001	Due from GF	3,212	01-23007	Due to Rec	(3,212)	-
09-13001	Due from GF	3,715	01-23009	Due to Parking	(3,715)	-
11-13001	Due from GF	1,746	01-23013	Due to UDAG	(1,746)	-
16-13001	Due from GF	5,088	01-23016	Due to SPF	(5,088)	-
08-13010	Due from Capital	105,838	10-23008	Due to Sewer	(105,838)	-
10-13001	Due from GF	(66,639)	01-23011	Due to Capital	66,639	-
16-13001	Due from GF	5,088	01-23016	Due to SPF	(5,088)	-
09-13005	Due from Fire	2,700	05-23009	Due to Parking	(2,700)	-
09-13007	Due from Rec	100,451	07-23009	Due to Parking	(100,451)	-
09-13018	Due from Debt	939,051	30-23009	Due to Parking	(939,051)	-
10-13007	Due from Capital	57,228	07-23011	Due to Capital	(57,228)	-
30-13016	Due from SPF	1,217,229	16-23030	Due to Debt	(1,217,229)	-
		3,837,693			(3,837,693)	-

Borough of West Chester
Budget to Actual Report Summary
For the month of April 30, 2025
General Fund
Departments: Admin, Police, Housing, IT, PW

	Actual April	YTD Actual through 4/30/2025
NI/(NL)	2,515,205	3,498,473

Revenue Trends:

Business Privilege Tax (01-31095-90): better than budget by \$7k

P/Y Real Estate Taxes In Collections (01-30125-90): better than budget by \$6k

B&H revenues: BP (01-36241-50); MP (01-36242-90); PP (01-36243-50): trailing budget

Recreation: Sponsorship Revenue (01-36739-07): trailing budget

Interest earnings remain strong. Invested GF monies in 90 day cd through PLGIT maturing in July.

Expense Trends:

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

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

Trf to Police Pension (01-44870-40): 1st quarter MMO payment made. \$650,000 transferred to police pension and \$120,000 transferred to Non-uniform pension. Funding came directly from EIT Pension- resident .25

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

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

ADMIN DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	30000	90	Cash Reserve	145,180	-	-	145,180	100%	2,200	(2,200)
01	30115	90	Real Estate Tax Revenue	6,180,098	3,534,372	5,129,115	1,050,983	17%	5,242,269	(113,154)
01	30125	90	Liened Real Estate Tax Revenue	110,000	13,959	116,637	(6,637)	-6%	24,186	92,451
01	31090	90	Earned Income Tax	6,510,996	373,668	1,955,749	4,555,247	70%	2,112,791	(157,042)
01	31091	90	Deed Transfer Tax	530,000	23,893	151,386	378,614	71%	135,539	15,847
01	31093	90	Local Services Tax	700,000	38,870	233,483	466,517	67%	202,729	30,754
01	31095	90	Business Privilege Tax	144,000	51,136	151,072	(7,072)	-5%	82,464	68,608
01	34100	90	Interest Income	100,000	16,628	52,171	47,829	48%	42,776	9,395
01	34302	90	Library/BID Medical Ins. Reimbursement	105,153	-	15,185	89,968	86%	17,030	(1,845)
01	34304	90	PA. Municipal Health Med. Ins. Refund	200,000	-	-	200,000	100%	242,006	(242,006)
01	35500	90	Grant Revenue	-	-	79,387	(79,387)	#DIV/0!	-	79,387
01	35501	90	State Pension Aid	995,170	-	-	995,170	100%	-	-
01	38000	90	Misc Revenue	18,900	80	19,510	(610)	-3%	14,061	5,449
01	38001	90	Payment in Lieu of Taxes	14,000	-	-	14,000	100%	-	-
01	38009	90	Certification Fees	45,000	5,650	24,206	20,794	46%	15,265	8,941
01	38014	90	Cell Tower/Cable Franchise Revenue	245,000	109,913	137,943	107,057	44%	148,818	(10,875)
01	38019	90	W/C Reimbursement	-	5,300	23,850	(23,850)	#DIV/0!	-	23,850
01	38030	90	Ucomp Reimbursement	3,300	-	-	3,300	100%	-	-
TOTAL OPERATING REVENUE				16,046,797	4,173,469	8,089,694	7,957,104	50%	8,282,134	(192,440)

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	35410	90	Trf from Sewer Fund	600,000	-	600,000	-	0%	200,000	400,000
01	35412	90	Trf from Parking Fund	2,132,100	177,675	703,683	1,428,417	67%	665,000	38,683
01	35414	90	Trf from Capital Operating Fund	189,078	-	-	189,078	100%	-	-
01	35428	90	Trf from Stream Protection Fund	242,632	-	242,632	(1)	0%	232,183	10,449
01	35442	90	Trf from OPEB	64,931	-	-	64,931	100%	-	-
01	39298	90	Trf from Fire Fund	59,328	-	-	59,328	100%	-	-
TOTAL TRANSFERS				3,288,068	177,675	1,546,315	1,741,753	53%	1,097,183	449,132
TOTAL REVENUE				19,334,866	4,351,144	9,636,009	9,698,857	50%	9,379,317	256,692

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	40110	90	Salary Expense- Mayor/Council	33,000	-	8,250	24,750	75%	5,088	3,162
01	40112	90	Salary Expense- Administration	430,774	32,934	131,742	299,032	69%	123,507	8,235
01	40510	90	Salary Expense- Finance	267,699	19,871	74,103	193,596	72%	82,643	(8,540)
01	43815	90	Salary Expense- Borough Manager	169,223	12,577	50,308	118,915	70%	56,077	(5,769)
01	48600	90	Insurance Expense- W/C	19,191	1,127	5,995	13,196	69%	10,401	(4,406)
01	48715	90	DC Pension Expense	31,990	2,232	12,202	19,788	62%	11,834	368
01	48700	90	Insurance Expense- Medical	350,037	23,128	56,213	293,824	84%	12,840	43,373
01	48720	90	FICA Expense	68,903	5,002	20,227	48,676	71%	20,450	(223)
TOTAL SALARY EXPENSE				1,370,817	96,871	359,040	1,011,778	74%	322,840	36,200

OPERATING EXPENSES

ADMIN DEPARTMENT

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	40121	90	Office Supplies	10,000	437	1,714	8,286	83%	2,278	(564)
01	40122	90	Postage	25,000	230	8,741	16,259	65%	9,683	(942)
01	40123	90	Human Resources Expense	41,900	-	-	41,900	100%	-	-
01	40124	90	Lease Payments	8,139	200	5,804	2,335	29%	1,120	4,684
01	40131	90	Fidelity Bond for Mgr/Treas	1,800	-	1,619	181	10%	1,619	-
01	40133	90	Admin Expense	2,500	372	14,376	(11,876)	-475%	4,529	9,847
01	40134	90	Codification	10,000	427	5,061	4,939	49%	1,195	3,866
01	40140	90	Bank Fees	15,000	2,234	11,937	3,063	20%	-	11,937
01	40310	90	Collection Fees	13,000	-	5,408	7,592	58%	11,507	(6,099)
01	40332	90	Qualifying Volunteer Tax Credit	12,000	-	-	12,000	100%	-	-
01	40410	90	Legal Fees	130,000	16,503	35,501	94,499	73%	18,614	16,887
01	40430	90	Legal Fees- Employment	30,000	413	4,006	25,994	87%	78,846	(74,840)
01	40931	90	Utilities	30,603	2,339	13,532	17,071	56%	22,610	(9,078)
01	40938	90	Fire Hydrants	90,000	6,252	31,263	58,737	65%	17,474	13,789
01	41337	90	Stenographer Expense	1,000	-	-	1,000	100%	-	-
01	42000	90	Advertising	5,500	299	4,110	1,390	25%	1,555	2,555
01	43031	90	Fuel Expense	1,000	28	122	878	88%	407	(285)
01	43013	90	Capital Expense	-	-	59,241	(59,241)	#DIV/0!	104,535	(45,294)
01	43822	90	Software Maintenance Fees	105,684	5,765	70,986	34,698	33%	71,221	(235)
01	43823	90	Payroll Processing Fees	62,400	6,166	22,845	39,555	63%	33,964	(11,119)
01	45311	90	Boards and Commissions Expense	10,000	-	480	9,520	95%	3,368	(2,888)
01	45650	90	Library Allocation	110,000	36,666	36,666	73,334	67%	36,000	666
01	45657	90	Audit Expense	50,000	-	-	50,000	100%	-	-
01	45760	90	Off Site Storage	4,000	343	1,725	2,275	57%	939	786
01	45836	90	Training	789	62	10,969	(10,180)	-1290%	3,536	7,433
01	45837	90	Tuition Reimbursement	3,600	-	1,200	2,400	67%	1,200	-
01	47180	90	Principal Payment-2014 Energy	48,000	-	48,000	-	0%	47,000	1,000
01	47181	90	Principal Payment-2016 Building	250,000	-	-	250,000	100%	-	-
01	47182	90	Principal Payment-2016 Stream Protection	55,000	-	-	55,000	100%	-	-
01	47184	90	Principal Payment-2016 Fire Truck	120,000	-	-	120,000	100%	-	-
01	47230	90	Interest Expense- 2016 Building	141,936	-	-	141,936	100%	-	-
01	47250	90	Interest Expense- 2016 Fire Truck	121,826	-	-	121,826	100%	-	-
01	47294	90	Interest Expense- 2014 Energy	47,250	-	15,399	31,851	67%	8,791	6,608
01	47297	90	Interest Expense- 2016 Stream Protection	55,983	-	-	55,983	100%	-	-
01	48610	90	Insurance Expense	41,428	92,045	46,854	(5,426)	-13%	42,809	4,045
01	48952	90	Good Fellowship Ambulance Co Alloc	167,510	-	-	167,510	100%	-	-
TOTAL OPERATING EXPENSES				1,822,848	170,781	457,559	1,365,289	75%	524,800	(67,241)

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	44880	90	Trf to NonUniform Pension Fund	297,543	-	120,000	177,543	60%	100,000	20,000
01	44569	90	Trf to Highway	44,196	44,196	44,196	-	0%	-	44,196
01	44575	90	Trf to Fire Fund	541,708	524,059	524,059	17,649	3%	524,059	-
01	44578	90	Trf to Stream Protection	60,695	60,695	60,695	-	0%	52,105	8,590
TOTAL TRANSFERS				944,141	628,950	748,950	195,192	21%	676,164	72,786
TOTAL EXPENSE				4,137,807	896,601	1,565,548	2,572,259	62%	1,523,804	41,745

ADMIN DEPARTMENT
NI/(NL)

3,454,543

8,070,460

POLICE DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	33104	40	Ordinance Violations	310,000	42,843	95,122	214,878	69%	111,569	(16,447)
01	34317	40	Alarm Revenue	18,335	2,280	8,555	9,780	53%	4,580	3,975
01	35500	40	Grant Revenue	-	7,500	7,500	(7,500)	#DIV/0!	-	7,500
01	36203	40	EBT Police Protection Contract	1,828,454	-	909,679	918,775	50%	874,691	34,988
01	36235	40	Police Services O/T Reimb	120,000	3,240	44,512	75,488	63%	95,800	(51,288)
01	38002	40	Restitution Payments	20,000	674	5,964	14,036	70%	5,540	424
01	38017	40	Police Records	6,700	1,570	3,880	2,820	42%	3,807	73
TOTAL OPERATING REVENUE				2,303,489	58,107	1,075,212	1,228,277	53%	1,095,987	(20,775)

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	41010	40	Salary Expenses- LTS	535,369	41,040	187,543	347,826	65%	182,955	4,588
01	41012	40	Salary Expenses- Police Officers	4,947,276	367,194	1,518,378	3,428,898	69%	1,721,043	(202,665)
01	41014	40	Salary Expense- Dispatch/Pol. Admin	819,320	53,072	212,470	606,850	74%	239,425	(26,955)
01	43819	40	Salary Expense- Police Chief	187,076	14,331	65,849	121,227	65%	119,577	(53,728)
01	43825	40	Salary Expense- OT	350,000	29,662	104,641	245,359	70%	103,604	1,037
01	48600	40	Insurance Expense- W/C	408,360	25,662	127,481	280,879	69%	137,075.00	(9,594)
01	48715	40	DC Pension Expense	12,152	706	2,807	9,345	77%	3,390	(583)
01	48700	40	Insurance Expense- Medical	1,585,378	108,575	557,087	1,028,291	65%	677,397	(120,310)
01	48720	40	FICA Expense	149,964	10,617	43,462	106,502	71%	49,160	(5,698)
TOTAL SALARY EXPENSE				8,994,896	650,859	2,819,718	6,175,179	69%	3,233,626	(413,908)

OPERATING EXPENSES

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	40121	40	Office Supplies	10,700	366	1,069	9,631	90%	2,946	(1,877)
01	40122	40	Postage	6,420	423	1,507	4,913	77%	-	1,507
01	40133	40	Admin Expense	5,350	-	235	5,115	96%	864	(629)
01	40280	40	Civil Service	25,000	5,100	7,659	17,341	69%	14,965	(7,306)
01	40931	40	Utilities	61,175	3,371	14,321	46,854	77%	17,463	(3,142)
01	41023	40	Small Equipment	23,190	706	9,326	13,864	60%	4,672	4,654
01	40124	40	Lease Payments	108,480	15,536	42,512	65,968	61%	11,909	30,603
01	41031	40	Contract Expenses	105,866	305	13,968	91,898	87%	20,936	(6,968)
01	41032	40	Cell Block	6,000	-	166	5,834	97%	-	166
01	41034	40	False Arrest Insurance	25,579	-	15,054	10,525	41%	-	15,054
01	42010	40	Uniforms	75,000	969	4,009	70,991	95%	8,673	(4,664)
01	43031	40	Fuel Expense	60,000	4,428	17,732	42,268	70%	18,487	(755)
01	43822	40	Software Fees	19,260	-	-	19,260	100%	20,012	(20,012)
01	45300	40	Donations	500	-	-	500	100%	-	-
01	45655	40	Armory	32,100	720	3,789	28,311	88%	1,802	1,987
01	45712	40	Informant Fees	5,000	-	5,000	-	0%	3,000	2,000
01	45756	40	Medical Services	10,700	2,818	4,594	6,106	57%	7,654	(3,060)
01	45760	40	Off Site Storage	1,605	65	261	1,344	84%	206	55
01	45762	40	Mayor	6,955	209	2,077	4,878	70%	1,327	750

Budget to Actual Report-4/30/2025

POLICE DEPARTMENT

01	45772	40	Unit	85,150	4,410	33,615	51,535	61%	22,725	10,890
01	45774	40	Training/Dues	64,200	1,291	14,540	49,660	77%	18,656	(4,116)
01	45800	40	SPCA	20,000	5,824	7,905	12,095	60%	8,432	(527)
01	45810	40	Translation	3,210	136	993	2,217	69%	549	444
01	48610	40	Insurance Expense	96,935	-	79,913	17,022	18%	41,868	38,045
TOTAL OPERATING EXPENSES				858,376	46,677	280,245	578,131	67%	227,146	53,099

TRANSFERS

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	44568	40	Trf to Capital	77,081	1,406	169,869	(92,788)	-120%	9,525	160,344
01	44870	40	Trf to Pension-Police Pens MMO	1,362,661	-	650,000	712,661	52%	500,000	150,000
01	45850	40	Trf to OPEB	85,000	-	-	85,000	100%	-	-
TOTAL TRANSFERS				1,524,742	1,406	819,869	704,873	46%	509,525	310,344
TOTAL EXPENSES				11,378,014	698,942	3,919,832	7,458,182	66%	3,970,297	(50,465)

NI/(NL)

(640,835) (2,844,620)

HOUSING DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	33104	50	Ordinance Violations	20,000	3,784	24,484	(4,484)	-22%	5,915	18,569
01	35507	50	Electrical Permits	40,000	10,232	22,926	17,074	43%	14,841	8,085
01	36241	50	Building Permits	600,000	72,553	125,068	474,932	79%	111,586	13,482
01	36242	50	Mechanical Permits	35,000	-	2,390	32,610	93%	5,697	(3,307)
01	36243	50	Plumbing Permits	50,000	4,029	10,357	39,643	79%	17,040	(6,683)
01	36244	50	Zoning Hearing Board	10,000	1,000	15,432	(5,432)	-54%	3,750	11,682
01	36245	50	Rental Permits	258,280	5,328	52,807	205,473	80%	978	51,829
01	38007	50	Land Development Fees	2,000	71	842	1,158	58%	2,385	(1,543)
TOTAL OPERATING REVENUE				1,015,280	96,997	254,306	760,974	75%	162,192	92,114

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	41310	50	Salary Expense- Housing	512,560	21,014	102,517	410,043	80%	105,876	(3,359)
01	43825	50	Salary Expense- O/T	1,500	113	205	1,295	86%	673	(468)
01	48600	50	Insurance Expense- W/C	6,728	395	2,075	4,653	69%	6,238	(4,163)
01	48700	50	Insurance Expense- Medical	201,605	4,986	28,949	172,656	86%	44,105	(15,156)
01	48715	50	DC Pension Expense	25,628	1,053	4,859	20,769	81%	5,150	(291)
01	48720	50	FICA Expense	39,326	1,616	7,858	31,467	80%	8,151	(293)
TOTAL SALARY EXPENSE				787,346	29,177	146,463	640,883	81%	170,193	(23,730)

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	40122	50	Postage	2,500	41	150	2,350	94%	-	150
01	40124	50	Lease Payments	4,065	797	1,593	2,472	61%	1,195	398
01	40133	50	Other Expense	-	7,175	10,020	(10,020)	#DIV/0!	-	10,020
01	43612	50	DCED Filing Fees	3,000	-	-	3,000	100%	-	-
01	40931	50	Utilities	4,000	526	2,104	1,896	47%	1,088	1,016
01	41331	50	Zoning Hearing	20,000	439	30,516	(10,516)	-53%	2,659	27,857
01	41332	50	Electrical Inspector	15,000	2,014	4,183	10,817	72%	3,267	916
01	41333	50	Mechanical Inspector	20,000	-	2,470	17,530	88%	6,296	(3,826)
01	41339	50	Third Party Rental Inspections	65,000	8,351	40,906	24,094	37%	-	40,906
01	41340	50	Other Third Party Inspections	240,000	-	-	240,000	100%	-	-
01	43031	50	Fuel Expense	3,000	74	520	2,480	83%	909	(389)
01	45716	50	Land Development Expenses	-	259	2,688	(2,688)	#DIV/0!	40,854	(38,166)
01	45760	50	Off Site Storage	3,500	301	1,505	1,995	57%	1,505	-
01	45774	50	Training, Dues, and Travel	8,000	1,517	1,517	6,483	81%	1,007	510
TOTAL OPERATING EXPENSES				388,065	21,494	98,172	289,893	75%	58,780	39,392
TOTAL EXPENSES				1,175,411	50,671	244,635	930,776	79%	228,973	15,662

NI/(NL)

46,326 9,671

IT DEPARTMENT

SALARY EXPENSE

			Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	43817	70	Salary Expense- IT	183,335	14,080	56,327	127,008	69%	60,950	(4,623)
01	48600	70	Insurance Expense- W/C	2,753	162	887	1,866	68%	2,409	(1,522)
01	48700	70	Insurance Expense- Medical	68,824	5,043	26,503	42,321	61%	29,949	(3,446)
01	48715	70	DC Pension Expense	3,115	235	937	2,178	70%	1,127	(190)
01	48720	70	FICA Expense	14,025	1,077	4,309	9,716	69%	4,663	(354)
TOTAL SALARY EXPENSE				272,053	20,597	88,963	183,090	67%	99,098	(10,135)

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	45659	70	Backup & Support Services	48,000	7,568	8,367	39,633	83%	24,869	(16,502)
01	40931	70	Utilities	2,700	235	1,032	1,668	62%	566	466
01	45722	70	Licenses	6,000	-	-	6,000	100%	1,934	(1,934)
01	45766	70	Parts	20,000	3,618	9,115	10,885	54%	-	9,115
01	45782	70	Remote (access points)	4,000	625	625	3,375	84%	2,475	(1,850)
01	45792	70	Services	6,000	10	1,398	4,602	77%	1,364	34
01	45798	70	Software	8,000	269	7,156	844	11%	720	6,436
01	45802	70	Advanced Threat	72,000	7,138	41,650	30,350	42%	28,329	13,321
01	45820	70	Website	25,000	-	24,615	385	2%	11,614	13,001
01	45774	70	Training/Dues	7,000	-	2,297	4,703	67%	1,000	1,297
01	43829	70	Microsoft	40,000	2,620	10,480	29,520	74%	10,480	-
TOTAL OPERATING EXPENSES				238,700	22,083	106,735	131,965	55%	83,351	23,384

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	44568	70	Trf to Capital	50,817	4,723	8,353	42,464	84%	19,446	(11,093)
TOTAL TRANSFERS				50,817	4,723	8,353	42,464	84%	19,446	(11,093)
TOTAL EXPENSES				561,570	47,403	204,051	357,519	64%	201,895	2,156

NI/(NL) (47,403) (204,051)

PW DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	34318	80	Dumpster Fees	5,000	-	273	4,727	95%	668	(395)
01	34320	80	Grant- Recycling	90,020	-	-	90,020	100%	-	-
01	35103	80	Winter Maintenance	33,000	-	-	33,000	100%	-	-
01	38005	80	Recycling Revenue	10,000	1,037	3,864	6,136	61%	2,752	1,112
01	38026	80	Street Opening Reimb	60,000	29,015	58,835	1,165	2%	11,800	47,035
01	39120	80	Trash Bag Fees	20,000	3,659	9,603	10,397	52%	6,784	2,819
TOTAL OPERATING REVENUE				218,020	33,711	72,575	145,445	67%	22,004	50,571

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	43012	80	Salary Expense- PW	2,018,046	146,303	608,783	1,409,263	70%	653,981	(45,198)
01	43825	80	Salary Expense- O/T	50,000	3,112	29,897	20,103	40%	26,641	3,256
01	48600	80	Insurance Expense- W/C	176,966	12,090	56,736	120,230	68%	79,035	(22,299)
01	48700	80	Insurance Expense- Medical	729,696	48,630	242,503	487,193	67%	285,620	(43,117)
01	48715	80	DC Pension Expense	47,032	3,488	13,538	33,494	71%	12,760	778
01	48720	80	FICA Expense	158,206	11,430	48,859	109,346	69%	52,068	(3,209)
TOTAL SALARY EXPENSE				3,179,945	225,053	1,000,316	2,179,629	69%	1,110,105	(109,789)

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	40121	80	Office Supplies	2,000	431	733	1,267	63%	38	695
01	40122	80	Postage	3,000	268	973	2,027	68%	787	186
01	40124	80	Lease Payments	59,013	5,278	22,586	36,427	62%	14,403	8,183
01	40133	80	Admin Expense	5,500	20	759	4,741	86%	41	718
01	40920	80	Materials and Supplies	25,000	1,235	5,969	19,031	76%	6,738	(769)
01	40931	80	Utilities	63,338	3,327	16,259	47,079	74%	19,700	(3,441)
01	40936	80	Utilities- Street Lights	110,000	-	5,722	104,278	95%	-	5,722
01	40940	80	Repair/Maint Buildings	115,000	10,692	52,307	62,693	55%	28,889	23,418
01	41400	80	Landscape Maintenance	83,000	-	1,400	81,600	98%	-	1,400
01	42000	80	Advertising	5,000	1,306	4,043	957	19%	598	3,445
01	42010	80	Uniforms	24,000	1,386	8,865	15,135	63%	7,816	1,049
01	42011	80	Consultants	117,000	1,816	53,826	63,174	54%	23,062	30,764
01	42730	80	Trash	240,000	27,638	82,203	157,797	66%	69,453	12,750
01	42732	80	Recycling	92,000	6,220	21,813	70,187	76%	29,184	(7,371)
01	43031	80	Fuel Expense	115,000	7,849	36,254	78,746	68%	37,303	(1,049)
01	43720	80	Equipment Repair	220,000	14,744	77,743	142,257	65%	89,302	(11,559)
01	43725	80	Tools	22,000	1,791	11,006	10,994	50%	8,418	2,588

Budget to Actual Report-4/30/2025

PW DEPARTMENT

01	43800	80	Alleys	10,000	195	3,017	6,983	70%	3,730	(713)
01	45540	80	Trees	235,000	6,259	54,191	180,809	77%	60,164	(5,973)
01	45630	80	Library Maintenance	15,000	974	3,496	11,504	77%	4,697	(1,201)
01	45774	80	Training	7,500	-	958	6,542	87%	1,292	(334)
01	48610	80	Insurance Expense	60,061	-	76,468	(16,407)	-27%	62,128	14,340
TOTAL OPERATING EXPENSES				1,628,411	91,429	540,591	1,087,820	67%	467,743	72,848

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	44568	80	Trf to Capital	337,702		1,255	336,447	100%	7,068	(5,813)
TOTAL TRANSFERS				337,702	-	1,255	336,447	100%	7,068	(5,813)
TOTAL EXPENSES				5,146,059	316,482	1,542,162	3,603,897	70%	1,584,916	(42,754)

NI/(NL)

(282,771) (1,469,587)

RECREATION DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	34323	07	Special Event Fee	20,000	8,292	21,957	(1,957)	-10%	13,660	8,297
01	34324	07	Rest. Festival Revenue	45,000	1,775	7,440	37,560	83%	10,042	(2,602)
01	34325	07	Small Event Revenue	2,000	-	-	2,000	100%	70	(70)
01	34330	07	Turks Head Fest. Revenue	16,000	2,925	6,475	9,525	60%	7,195	(720)
01	36731	07	Sponsorship Revenue	30,200	-	1,050	29,150	97%	15,424	(14,374)
01	36737	07	Park Rental Fees	10,000	275	1,580	8,420	84%	3,818	(2,238)
01	36739	07	Trip and Class Revenue	55,000	4,120	16,004	38,996	71%	28,926	(12,922)
TOTAL OPERATING REVENUE				178,200	17,387	54,506	123,694	69%	79,135	(24,629)

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	43820	07	Salary Expense- Recreation	175,078	13,997	53,603	121,475	69%	43,411	10,192
01	48610	07	Insurance Expense- W/C	2,151	742	1,323	828	39%	2,379	(1,056)
01	48700	07	Insurance Expense- Medical	68,348	3,582	18,537	49,811	73%	19,727	(1,190)
01	48715	07	DC Pension Expense	2,750	227	904	1,846	67%	192	712
01	48720	07	FICA Expense	13,393	1,071	4,101	9,293	69%	3,321	780
TOTAL SALARY EXPENSE				261,721	19,619	78,468	183,254	70%	69,030	9,438

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	42000	07	Advertising	21,000	198	198	20,802	99%	4,395	(4,197)
01	43822	07	Software Licenses	4,000	31	112	3,888	97%	-	112
01	45430	07	Park Maintenance	51,000	4,297	5,578	45,422	89%	5,236	342
01	45432	07	Trip and Class Expense	76,000	4,033	27,989	48,011	63%	8,794	19,195
01	45436	07	Restaurant Festival	39,000	-	-	39,000	100%	-	-
01	45450	07	Turks Head Festival	19,500	-	250	19,250	99%	-	250
01	45452	07	Touch Truck Event	4,000	-	-	4,000	100%	-	-
01	45457	07	Halloween Parade	4,000	-	-	4,000	100%	2,783	(2,783)
01	45480	07	Small Event Expense	16,500	-	200	16,300	99%	250	(50)
01	45774	07	Training	4,000	605	1,506	2,494	62%	-	1,506
TOTAL OPERATING EXPENSE				239,000	9,164	35,833	203,167	85%	21,458	14,375

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
01	44568	07	Trf to Capital	194,467	3,258	3,605	190,862	98%	9,446	(5,841)
TOTAL TRANSFERS				194,467	3,258	3,605	190,862	98%	9,446	(5,841)
TOTAL EXPENSE				695,188	32,041	117,906	577,283	83%	99,934	17,972

RECREATION DEPARTMENT

NI/(NL)

(14,654)

(63,400)

Borough of West Chester
Budget to Actual Report Summary
For the month of April 30, 2025
Special Revenue Funds: Fire/Liquid Fuels/Stream Protection

	<u>Actual April</u>	<u>YTD Actual through 4/30/2025</u>
NI/(NL)	1,120,121	1,331,422

Liquid Fuels annual allocation received better than budget by \$8,578.
 \$44k approved GF transfer made to reimburse liquid fuels for salt purchases not in conformity with liquid fuels purchasing policy.

FIRE DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
05	34100	05	Interest Income	31,500	2,703	9,144	22,356	71%	9,196	(52)
05	34317	05	Alarm Revenue	-	-	280	(280)	#DIV/0!	1,500	(1,220)
05	36202	05	Contracted Fire Protection Revenue	791,941	59,796	300,958	490,983	62%	299,657	1,301
TOTAL OPERATING REVENUE				823,441	62,499	310,382	513,059	62%	310,353	29

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
05	35420	05	Transfer from GF	541,708	524,059	524,059	17,649	3%	524,059	-
TOTAL TRANSFERS				541,708	524,059	524,059	17,649	3%	524,059	-
TOTAL REVENUE				1,365,149	586,558	834,441	530,708	39%	834,412	29

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
05	40133	05	Admin Expense	23,072	1,000	5,000	18,072	78%	4,063	937
05	40931	05	Utilities	93,740	3,519	16,738	77,002	82%	21,480	(4,742)
05	41110	05	Officer Stipends	10,609	-	-	10,609	100%	-	-
05	41120	05	Equipment Maintenance and Repair	36,565	355	35,127	1,438	4%	3,394	31,733
05	41150	05	Allocation to Fire Companies	336,600	-	125,000	211,600	63%	75,000	50,000
05	43031	05	Fuel Expense	38,938	3,147	11,147	27,791	71%	13,404	(2,257)
05	43720	05	Vehicle Repairs	156,000	11,746	49,439	106,561	68%	33,929	15,510
05	48610	05	Insurance Expense	142,297	-	116,918	25,379	18%	55,371	61,547
TOTAL OPERATING EXPENSE				837,821	19,767	359,369	478,452	57%	206,641	152,728

CAPITAL EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
05	43013	05	Capital Expense	468,000	-	36,249	431,751	92%	255,829	(219,580)
TOTAL CAPITAL EXPENSE				468,000	-	36,249	431,751	92%	255,829	(219,580)

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
05	44570	05	Trf to GF	59,328	-	-	59,328	100%	-	-
TOTAL TRANSFERS				59,328	-	-	59,328	100%	-	-
TOTAL EXPENSE				1,365,149	19,767	395,618	969,531	71%	462,470	(66,852)

NI/(NL)

566,791 438,823

LIQUID FUELS

REVENUE

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
15	34100	15	Interest Income	2,500	16	28	2,472	99%	16	12
15	35420	15	Trf from GF	44,196	44,196	44,196	-	0%	-	44,196
15	36735	15	Liquid Fuels Revenue	419,499	428,077	428,077	(8,578)	-2%	-	428,077
TOTAL REVENUE				466,195	472,289	472,301	(6,106)	-1%	16	472,285

EXPENSES

OPERATING EXPENSES

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
15	43200	15	Winter Maintenance	50,000	-	-	50,000	100%	44,832	(44,832)
15	40140	15	Bank Fees	-	23	92	(92)	#DIV/0!	93	(1)
15	43331	15	Traffic Light Maintenance	46,300	21,337	53,682	(7,382)	-16%	12,671	41,011
15	43333	15	Traffic Control Devices	10,000	242	4,056	5,944	59%	3,667	389
15	43800	15	Road Maintenance	15,699	-	-	15,699	100%	-	-
15	49515	15	Road Paving Project	344,196	-	-	344,196	100%	5,802	(5,802)
Total Operating Expenses				466,195	21,602	57,830	408,365	88%	67,065	(9,235)

NI/(NL) 450,687 414,471

STREAM PROTECTION

OPERATING REVENUE

FUND	G/L CODE	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
16	34100	16	Interest Income	25,000	3,470	12,017	12,983	52%	9,196	2,821
16	30000	16	Cash Reserve	346,000	-	-	346,000	100%	-	-
16	35500	16	Grant Revenue	750,000	-	-	750,000	100%	-	-
16	38015	16	Stream Protection Revenue	1,100,000	48,880	1,068,069	31,931	3%	1,000,754	67,315
TOTAL OPERATING REVENUE				2,221,000	52,350	1,080,086	1,140,914	51%	1,009,950	70,136

TRANSFERS

FUND	G/L CODE	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
16	35420	16	Trf from GF	60,695	60,695	60,695	-	0%	52,105	8,590
TOTAL TRANSFERS				60,695	60,695	60,695	-	0%	52,105	8,590
TOTAL REVENUE				2,281,695	113,045	1,140,781	1,140,914	50%	1,062,055	78,726

EXPENSE

OPERATING EXPENSE

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
16	40133	16	Admin Expense	38,000	2,500	2,605	35,395	93%	305	2,300
16	40122	16	Software	-	-	13,264	(13,264)	#DIV/0!	12,418	846
16	42007	16	Professional Fees	95,500	3,579	12,585	82,915	87%	20,646	(8,061)
16	45540	16	Tree Planting	25,000	-	-	25,000	100%	17,504	(17,504)
16	40410	16	Legal	75,000	2,422	2,422	72,578	97%	3,276	(854)
16	43620	16	Stormwater Maintenance	244,563	904	196,604	47,959	20%	4,688	191,916
TOTAL OPERATING EXPENSE				478,063	9,405	227,480	250,583	52%	58,837	168,643

CAPITAL EXPENSE

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
16	43013	16	Capital Expense	1,561,000	997	192,540	1,368,460	88%	16,618	175,922
TOTAL CAPITAL EXPENSE				1,561,000	997	192,540	1,368,460	88%	16,618	175,922

TRANSFERS

Fund	G/L Code	Dept	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
16	44570	16	Trf to GF	242,632	-	242,632	(1)	0%	229,363	13,269
TOTAL TRANSFERS				242,632	-	242,632	(1)	0%	229,363	13,269
TOTAL EXPENSE				2,281,695	10,402	662,652	1,619,043	71%	304,818	357,834

NI/(NL) 102,643 478,129

Borough of West Chester
Budget to Actual Report Summary
For the month of April 30, 2025
Enterprise Funds
Departments: WW and Parking

	Actual April	YTD Actual through 4/30/2025
NI/(NL)-WW	307,790	23,939
NI/(NL)-Parking	156,875	531,610
Total	<u>464,665</u>	<u>555,549</u>

Waste Water:

Fund posted a NI ytd of \$23,939. Need to monitor revenues coming in and expenses being paid. Major capital projects budgeted in 2025. High priority for aged sewer recivables.

Parking Fund:

Parking Garage revenue is trending positively. Collections booked have picked up in the garages. Final payment recived for December 2024 from Impark.

WW DEPARTMENT

OPERATING REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
08	34100	08	Interest Income	70,000	8,223	33,013	36,987	53%	18,663	14,350
08	30000	08	Cash Reserve	2,622,226	-	-	2,622,226	100%	-	-
08	34332	08	Sewer Revenue Industrial Discharge Permits	160,000	-	32,541	127,459	80%	87,168	(54,627)
08	35500	08	Grant Revenue	1,350,000	-	-	1,350,000	100%	-	-
08	36401	08	Tap Fees	25,575	-	-	25,575	100%	-	-
08	36412	08	Monthly Sewer Billings Revenue	5,301,421	605,123	2,049,835	3,251,586	61%	2,207,196	(157,361)
08	36460	08	Outside Hauling Revenue	410,000	-	-	410,000	100%	172,078	(172,078)
TOTAL OPERATING REVENUE				9,939,222	613,346	2,115,389	7,823,833	79%	2,485,105	(369,716)

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
08	42913	08	Salary Expense- WW	1,114,621	83,960	343,318	771,303	69%	342,470	848
08	43825	08	Salary Expense- O/T	32,000	1,047	4,462	27,538	86%	13,081	(8,619)
08	48600	08	Insurance Expense- W/C	161,352	11,009	51,328	110,024	68%	15,229	36,099
08	48715	08	DC Pension Expense	24,376	1,780	7,764	16,612	68%	7,081	683
08	48700	08	Insurance Expense- Medical	406,034	32,151	169,379	236,655	58%	144,526	24,853
08	48720	08	FICA Expense	87,716	6,503	26,605	61,111	70%	27,200	(594)
TOTAL SALARY EXPENSE				1,826,100	136,450	602,856	1,223,243	67%	549,587	53,270

OPERATING EXPENSES

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
08	40121	08	Office Supplies	6,000	923	2,087	3,913	65%	733	1,354
08	40122	08	Postage	-	124	499	(499)	#DIV/0!	36	463
08	40140	08	Bank Fees	-	-	70	(70)	#DIV/0!	113	(43)
08	40940	08	Service Contracts	11,880	-	1,005	10,875	92%	2,204	(1,199)
08	42007	08	Engineering Fees	80,000	8,503	28,178	51,822	65%	48,634	(20,456)
08	42010	08	Uniforms	9,000	-	3,170	5,830	65%	2,684	486
08	42922	08	Lab Supplies	50,000	2,595	11,017	38,983	78%	12,671	(1,654)
08	42925	08	Sewer Relining	75,000	56	13,125	61,875	83%	-	13,125
08	42933	08	Sludge Removal	960,000	56,783	236,928	723,072	75%	261,956	(25,028)
08	43031	08	Fuel Expense	10,000	748	2,411	7,589	76%	2,997	(586)
08	45689	08	Utilities	343,518	4,617	99,989	243,529	71%	49,465	50,524
08	45691	08	Utilities- Pump Stations	22,866	-	171	22,695	99%	1,762	(1,591)
08	45702	08	Equipment- Pumping Stations	30,000	4,420	14,089	15,911	53%	-	14,089
08	45705	08	Heating Oil	35,000	3,530	30,895	4,105	12%	32,652	(1,757)
08	45708	08	Grit Removal	12,000	3,130	6,827	5,173	43%	3,937	2,890
08	45724	08	Pump Station Repairs	8,000	-	-	8,000	100%	-	-
08	45728	08	Alum Sulfate	270,000	12,888	51,522	218,478	81%	50,351	1,171
08	45730	08	Chlorine	13,000	-	3,567	9,433	73%	4,145	(578)
08	45736	08	Liquid Bio	2,000	-	1,419	581	29%	691	728
08	45738	08	Equipment	70,000	13,082	31,028	38,972	56%	21,231	9,797
08	45740	08	Polymer	25,000	4,744	4,744	20,256	81%	7,283	(2,539)
08	45744	08	Soda Ash	70,000	-	25,029	44,971	64%	13,478	11,551

WW DEPARTMENT

08	45748	08	Sodium Bi	6,000	-	-	6,000	100%	-	-
08	45750	08	Sulphur Di	6,000	-	1,250	4,750	79%	1,908	(658)
08	45751	08	State Application Fees	13,000	1,550	7,721	5,279	41%	7,639	82
08	45778	08	Lab Professional Fees	32,000	3,832	10,984	21,016	66%	7,103	3,881
08	45794	08	Aqua Sewer Billing	132,000	-	-	132,000	100%	52,009	(52,009)
08	45822	08	Plant Repairs	120,000	6,224	28,885	91,115	76%	19,886	8,999
08	45826	08	Generator Maintenance	7,000	-	-	7,000	100%	-	-
08	45828	08	HVAC Maintenance	13,000	-	-	13,000	100%	-	-
08	45830	08	Instrumentation	5,000	-	1,170	3,830	77%	1,275	(105)
08	45774	08	Training	10,000	-	602	9,398	94%	655	(53)
08	47115	08	Emergency Contingency	30,000	-	-	30,000	100%	-	-
08	48610	08	Insurance Expense	39,797	-	50,855	(11,058)	-28%	13,304	37,551
TOTAL OPERATING EXPENSE				2,517,061	127,749	669,237	1,847,824	73%	620,802	48,435

CAPITAL EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
08	43013	08	Capital Expense	4,915,954	41,357	219,357	4,696,597	96%	50,697	168,660
TOTAL CAPITAL EXPENSE				4,915,954	41,357	219,357	4,696,597	96%	50,697	168,660

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
08	44570	08	Trf GF	600,000	-	600,000	-	0%	200,000	400,000
08	44880	08	Trf Pension-NU MMO	80,108	-	-	80,108	100%	-	-
TOTAL TRANSFERS				680,108	-	600,000	80,108	12%	200,000	400,000
TOTAL EXPENSE				9,939,222	305,556	2,091,450	7,847,772	79%	1,421,086	670,365

NI/(NL)

307,790 23,939

PARKING DEPARTMENT

REVENUE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
09	30000	09	Cash Reserve	547,895	-	-	547,895	100%	-	-
09	33103	09	Parking Ticket Revenue	1,161,456	125,341	467,666	693,790	60%	447,354	20,312
09	33104	09	Ordinance Violations	146,000	21,102	59,115	86,885	60%	53,471	5,644
09	33110	09	Server Fee Revenue-Constables	50,000	4,986	15,525	34,475	69%	15,437	88
09	34100	09	Interest Income	50,000	-	-	50,000	100%	16,179	(16,179)
09	36321	09	Parking Meter Revenue	1,950,000	188,431	711,830	1,238,170	63%	656,539	55,291
09	36322	09	Parking Permits	145,000	882	7,617	137,383	95%	43,070	(35,453)
09	36323	09	Parking Garage Revenue	2,500,000	106,809	702,653	1,797,347	72%	425,305	277,348
09	36326	09	Parking Garage Leased Space	90,530	14,199	43,074	47,456	52%	44,363	(1,289)
09	36736	09	Solar/EV Charging Revenue	8,500	2,616	5,399	3,101	36%	-	5,399
TOTAL REVENUE				6,649,381	464,366	2,012,879	4,636,502	70%	1,701,718	311,161

EXPENSE

SALARY EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
09	41313	09	Salary Expense- Parking	690,730	47,130	189,966	500,764	72%	197,556	(7,590)
09	43825	09	Salary Expense- O/T	30,000	2,097	4,729	25,271	84%	9,788	(5,059)
09	48600	09	Insurance Expense- W/C	22,755	1,930	7,800	14,955	66%	11,842	(4,042)
09	48720	90	Insurance Expense- Medical	159,691	14,344	76,278	83,413	52%	90,681	(14,403)
09	48715	09	DC Pension Expense	13,884	859	3,278	10,606	76%	954	2,324
09	48720	09	FICA Expense	55,136	3,766	14,894	40,242	73%	15,862	(968)
TOTAL SALARY EXPENSE				972,197	70,126	296,945	675,252	69%	326,683	(29,738)

OPERATING EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
09	40121	09	Office Supplies	6,000	1,268	5,814	186	3%	636	5,178
09	40122	09	Postage	14,000	5,061	5,332	8,668	62%	4,851	481
09	40124	09	Lease Payments	9,558	797	6,038	3,520	37%	5,118	920
09	40133	09	Admin Expense	3,000	-	300	2,700	90%	-	300
09	40140	09	Bank Fees	250,000	28,630	88,063	161,937	65%	50,764	37,299
09	40430	09	Legal	20,000	10	10	19,990	100%	-	10
09	40616	09	Server Fee Expense-Constables	50,000	5,500	17,600	32,400	65%	26,043	(8,443)
09	40931	09	Utilities	75,231	1,909	9,720	65,511	87%	17,391	(7,671)
09	42007	09	Professional Fees	40,000	1,820	3,720	36,280	91%	517	3,203
09	42010	09	Uniforms	4,000	330	1,671	2,329	58%	1,558	113
09	43031	09	Fuel Expense	2,000	182	583	1,417	71%	446	137
09	43832	09	EV Charging	4,000	-	2,480	1,520	38%	-	2,480
09	44518	09	WC BID Allocation	100,000	-	-	100,000	100%	-	-

PARKING DEPARTMENT

09	44521	09	Enforcement Software	42,000	3,292	13,579	28,421	68%	13,644	(65)
09	44525	09	Parking Meter Maintenance	20,000	527	2,326	17,674	88%	6,148	(3,822)
09	44545	09	Parking Garage Maintenance	145,000	9,688	67,206	77,794	54%	41,898	25,308
09	44549	09	Parking Garage Management	536,000	-	-	536,000	100%	-	-
09	44922	09	Armored Car Service	6,000	676	2,704	3,296	55%	2,496	208
09	45758	09	Parking Meter Software	138,000	-	40,052	97,948	71%	47,458	(7,406)
09	45760	09	Off Site Storage	275	-	1,267	(992)	-361%	105	1,162
09	45774	09	Training	18,000	-	89	17,911	100%	-	89
09	48610	09	Insurance Expense	74,324	-	64,587	9,737	13%	35,709	28,878
09	47140	09	Principal Payments	525,000	-	-	525,000	100%	-	-
09	47291	09	Int Expense- 2011 Chestnut	21,123	-	-	21,123	100%	-	-
09	47296	09	Int Expense- 2016 2010 Refund	339,108	-	-	339,108	100%	-	-
09	47299	09	Int Expense- 2013 Bicentennial	20,906	-	-	20,906	100%	-	-
TOTAL OPERATING EXPENSE				2,463,524	59,690	333,141	2,130,383	86%	254,782	78,359

CAPITAL EXPENSE

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
09	43013	09	Capital Expense	1,012,896	-	147,500	865,396	85%	142,487	5,013
TOTAL CAPITAL EXPENSE				1,012,896	-	147,500	865,396	85%	142,487	5,013

TRANSFERS

FUND	G/L CODE	DEPT	Account Name	2025 Budget	Actual April	YTD Actual through 4/30/2025	2025 Budget Remaining	Percentage of 2025 Budget Remaining	YTD Actual 4/30/2024	YOY Variance
09	44570	09	Trf to GF	2,132,100	177,675	703,683	1,428,417	67%	665,000	38,683
09	44880	09	Trf to Pension-NU MMO	68,664	-	-	68,664	100%	-	-
TOTAL TRANSFERS				2,200,764	177,675	703,683	1,497,081	68%	665,000	38,683
TOTAL EXPENSE				6,649,381	307,491	1,481,269	5,168,112	78%	1,388,952	92,317

NI/(NL)

156,875 531,610

Check Register
April 30, 2025

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>	<u>Description</u>
10015 - CASH-TRUIST HIGHWAY AID				
2332	SIGNAL SERVICE, INC.	4/2/2025	1,030.00	Traffic signal maintenance
2333	ACE HARDWARE OF WEST CHESTER	4/7/2025	9.80	Supplies
2334	SIGNAL SERVICE, INC.	4/7/2025	350.00	Traffic signal maintenance
2335	SIGNAL SERVICE, INC.	4/7/2025	390.00	Traffic signal maintenance
2337	LENNI ELECTRIC CORPORATION	4/28/2025	170.00	Traffic signal maintenance
2338	NATIONAL HIGHWAY PRODUCTS, INC	4/28/2025	231.86	Supplies
2339	SIGNAL SERVICE, INC.	4/28/2025	3,432.60	Traffic signal maintenance
2340	SIGNAL SERVICE, INC.	4/28/2025	3,292.25	Traffic signal maintenance
Total 10015 - CASH-TRUIST HIGHWAY AID			<u>8,906.51</u>	

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
10037 - CASH- SANTANDER BANK GF				
016844	CAROL CANALE	4/2/2025	1,050.00	Reimbursement-tree removal
016845	CAROL CANALE	4/2/2025	1,200.00	Reimbursement-tree removal
016846	MARIA RAMOS	4/2/2025	15.90	Refund
016847	ACE HARDWARE OF WEST CHESTER	4/2/2025	2,790.58	Supplies
016848	BERGEY'S TRUCK CENTERS	4/2/2025	1,385.07	Repairs
016849	EAGLE POWER KUBOTA	4/2/2025	188.86	Repairs
016850	GARNET FORD, INC.	4/2/2025	879.90	Repairs
016851	KIRSTEN GROSS	4/2/2025	574.63	Tax refund-paid twice
016852	MARKET STREET HARDWARE	4/2/2025	6.29	Supplies
016853	MCDONALD UNIFORM COMPANY	4/2/2025	302.87	Uniforms
016854	BRIAN MCFADDEN	4/2/2025	200.00	Reimbursement-tree removal
016855	PA DEPT OF TRANSPORTATION	4/2/2025	55.00	Fees
016856	PA TRNPK TOLL BY PLATE	4/2/2025	62.88	Tolls
016857	SHERWIN-WILLIAMS CO	4/2/2025	149.75	Supplies
016858	UNITED METHODIST CHURCH OF WC	4/2/2025	1,554.09	Refund
016859	WURTH USA INC	4/2/2025	158.51	Supplies
016860	CAROL CANALE	4/7/2025	70.00	Refund
016861	CAROL CANALE	4/7/2025	726.86	Refund
016862	MARIA RAMOS	4/7/2025	1,504.93	Tax refund-paid twice
016863	ACE HARDWARE OF WEST CHESTER	4/7/2025	83.59	Supplies
016864	AED BRANDS	4/7/2025	1,863.90	Supplies
016865	BERGEY'S TRUCK CENTERS	4/7/2025	2,222.27	Repairs
016866	JUSTIN DIMEDIO	4/7/2025	1,200.00	Civil Service
016867	TIMOTHY GREENE	4/7/2025	1,200.00	Civil Service
016868	HEIDELBERG MATERIALS	4/7/2025	194.94	Supplies
016869	MCDONALD UNIFORM COMPANY	4/7/2025	87.58	Uniforms
016870	TYLER MOYER	4/7/2025	1,200.00	Civil Service
016871	SHERWIN-WILLIAMS CO	4/7/2025	149.75	Supplies
016872	SIR SPEEDY #7103	4/7/2025	431.00	Printing
016873	VERIZON 842448578-00001	4/7/2025	410.68	Utilities
016874	VERIZON CONNECT #100000100806	4/7/2025	498.90	Utilities
016875	CAROL CANALE	4/28/2025	61.65	Refund
016876	CAROL CANALE	4/28/2025	1,621.56	Refund

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
016877	CAROL CANALE	4/28/2025	100.00	Refund
016878	CAROL CANALE	4/28/2025	200.00	Refund
016879	CAROL CANALE	4/28/2025	1,149.20	Refund
016880	CAROL CANALE	4/28/2025	745.74	Refund
016881	CAROL CANALE	4/28/2025	2,083.61	Refund
016882	CAROL CANALE	4/28/2025	1,037.41	Refund
016883	CAROL CANALE	4/28/2025	671.92	Refund
016884	MARIA RAMOS	4/28/2025	119.87	Tax refund-paid twice
016885	911 SAFETY EQUIPMENT, LLC	4/28/2025	652.10	Supplies
016887	ACE HARDWARE OF WEST CHESTER	4/28/2025	360.90	Supplies
016888	ALL AMERICAN POLY	4/28/2025	5,984.00	Trash bags
016889	BERGEY'S TRUCK CENTERS	4/28/2025	344.58	Repairs
016890	BOYLES FLOOR & WINDOW DESIGNS	4/28/2025	1,668.38	Repairs
016891	BRENDA'S VAC SHOP	4/28/2025	219.00	Repairs
016892	DEL-VAL INTERNATIONAL TRUCKS	4/28/2025	859.54	Repairs
016893	FRED BEANS OF WEST CHESTER	4/28/2025	1,783.28	Repairs
016894	HILL ARCHIVE	4/28/2025	408.54	Off site storage
016895	GUY JOHNSON JR	4/28/2025	737.32	Tax refund-paid twice
016896	M & A CUSTOM UPHOLSTERY	4/28/2025	500.00	Repairs
016897	MACMAIN LEINHAUSER	4/28/2025	13.80	Civil Service
016898	MARKET STREET HARDWARE	4/28/2025	27.97	Supplies
016899	BRYAN MCFARLAND	4/28/2025	1,751.34	Tax refund-paid twice
016900	PA TRNPK TOLL BY PLATE	4/28/2025	50.06	Tolls
016901	PARTEK SOLUTIONS	4/28/2025	657.30	Repairs
016902	PECO acct 5483214000	4/28/2025	532.85	Utilities
016903	POLICEAPP.COM	4/28/2025	1,500.00	Utilities
016904	VASIL I.D. TRAINING LLC	4/28/2025	400.00	Training
016905	WATCHKEEP	4/28/2025	7,137.50	Network testing
016906	WC PUBLIC LIBRARY	4/28/2025	36,666.00	Allocation
016907	WINDLES WATER WORKS INC	4/28/2025	15.00	Supplies
ACH 040925-01	21st CENTURY MEDIA	4/10/2025	2,553.96	Advertising
ACH 040925-02	ALL TRAFFIC SOLUTIONS INC	4/10/2025	1,500.00	Supplies
ACH 040925-03	ASSOCIATED TRUCK PARTS	4/10/2025	42.71	Repairs
ACH 040925-04	BERRODIN PARTS WAREHOUSE	4/10/2025	47.20	Repairs

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
ACH 040925-05	BEST LINE EQUIPMENT	4/10/2025	4.18	Repairs
ACH 040925-06	BRANDYWINE REPORTING,INC.	4/10/2025	1,053.75	Public hearing
ACH 040925-07	BRANDYWINE VALLEY SPCA	4/10/2025	1,081.00	Contracted services
ACH 040925-08	BRANDYWINE URBAN FOREST	4/10/2025	1,592.50	Tree Consultant
ACH 040925-09	BUREAU VERITAS NORTH AMERICA	4/10/2025	2,014.00	B&H third party fees
ACH 040925-10	CALLTOWER, INC	4/10/2025	5,607.64	Utilities
ACH 040925-11	CDW GOVERNMENT INC	4/10/2025	268.96	Parts
ACH 040925-12	CHESTER COUNTY SOLID WASTE AUT	4/10/2025	7,565.45	Trash
ACH 040925-13	DSC SOLUTIONS LLC	4/10/2025	3,995.00	Cleaning
ACH 040925-14	EHRlich 1381139	4/10/2025	1,932.74	Pest Control
ACH 040925-15	HOLIDAY GOO	4/10/2025	1,293.00	Recreation programs
ACH 040925-16	HORGAN TREE EXPERTS	4/10/2025	20,360.00	Tree contractor
ACH 040925-17	IDI DATA	4/10/2025	75.00	Utilities
ACH 040925-18	LENNI ELECTRIC CORPORATION	4/10/2025	2,435.08	Repairs
ACH 040925-19	METROPOLITAN COMMUNICATIONS	4/10/2025	163.95	Repairs
ACH 040925-20	Nexgen Automation, Inc.	4/10/2025	1,023.47	Repairs
ACH 040925-21	PEOPLESARE LLC	4/10/2025	1,256.36	Temporary staffing service
ACH 040925-22	REMINGTON & VERNICK ENGINEERS	4/10/2025	4,645.50	Engineer
ACH 040925-23	REMINGTON & VERNICK ENGINEERS	4/10/2025	775.00	Engineer
ACH 040925-24	REMINGTON & VERNICK ENGINEERS	4/10/2025	1,255.00	Engineer
ACH 040925-25	REMINGTON & VERNICK ENGINEERS	4/10/2025	1,530.00	Engineer
ACH 040925-26	REMINGTON & VERNICK ENGINEERS	4/10/2025	697.50	Engineer
ACH 040925-27	ROBERT E. LITTLE INC	4/10/2025	319.98	Repairs
ACH 040925-28	SERVICE TIRE TRUCK CENTER, INC	4/10/2025	3,018.76	Repairs
ACH 040925-29	TRAVELERS	4/10/2025	855.50	Inurance
ACH 040925-30	UNIVERSAL RACKETS	4/10/2025	1,680.00	Recreation programs
ACH 040925-31	US MUNICIPAL SUPPLY INC	4/10/2025	1,000.18	Repairs
ACH 040925-32	WB MASON C3107820	4/10/2025	1,297.50	Supplies
ACH 040925-33	WITMER PUBLIC SAFETY GROUP	4/10/2025	1,799.60	Supplies
ACH 040925-34	WM P MCGOVERN, INC.	4/10/2025	128.00	John O Green Park unit
AUTO 042425-01	CINTAS (19892321 POLICE)	4/24/2025	172.77	Uniforms
AUTO 042425-02	CINTAS (21395723 PUBLIC WORKS)	4/24/2025	1,386.10	Uniforms
AUTO 042425-03	FEDEX acct 6440-7025-5	4/24/2025	35.25	Shipping
AUTO 042425-04	NAPA DOWNINGTOWN	4/24/2025	384.58	Parts

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
AUTO 042425-05	NEW HORIZON COMMUNICATIONS	4/24/2025	1,401.55	Utilities
AUTO 042425-06	PA DEPT OF LABOR & INDUSTRY	4/24/2025	7,558.00	SWIF
AUTO 042425-07	PERFECT SELF STORAGE	4/24/2025	301.00	Off site storage
AUTO 042425-08	PITNEY BOWES - PURCHASE POWER	4/24/2025	144.00	Postagre
AUTO 042425-09	ROTHWELL DOCUMENT SOLUTIONS	4/24/2025	803.75	Copier
AUTO 042425-10	SPECTROTEL	4/24/2025	92.33	Fax
AUTO 042425-11	T-MOBILE USA - acct 973101227	4/24/2025	2,255.26	Utilities
AUTO 042425-12	TIREHUB LLC	4/24/2025	737.70	Repairs
AUTO 042425-13	VERIZON 550-028-687-0001-46	4/24/2025	205.74	Utilities
CC 04072025-01	HORGAN TREE EXPERTS	4/7/2025	5,960.00	Tree contractor
CC 04072025-02	KELLY INDUSTRIAL SUPPLY	4/7/2025	338.11	Supplies
Total 10037 - CASH- SANTANDER BANK GF			<u>189,123.76</u>	

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
10038 - CASH-SANTANDER BANK SEWER				
12215	ACE HARDWARE OF WEST CHESTER	4/2/2025	403.39	Supplies
12216	CES - CITY ELECTRIC SUPPLY	4/2/2025	57.66	Parts
12217	KNOWLTON CONSTRUCTION SUPPLIES	4/2/2025	395.00	Supplies
12218	PHILA BEARING & DRIVE SOLUTION	4/2/2025	41.10	Parts
12220	ACE HARDWARE OF WEST CHESTER	4/7/2025	308.21	Supplies
12221	CES - CITY ELECTRIC SUPPLY	4/7/2025	55.00	Parts
12222	ENVIRONMENTAL SVC & EQUIP CO	4/7/2025	3,558.00	Parts
12223	PHILA BEARING & DRIVE SOLUTION	4/7/2025	2,014.52	Parts
12224	WINDLES WATER WORKS INC	4/7/2025	96.00	Supplies
12225	CAROL CANALE	4/28/2025	222.69	Refund
12226	ACE HARDWARE OF WEST CHESTER	4/28/2025	148.68	Supplies
12227	MOYER INSTRUMENTS, INC.	4/28/2025	2,060.00	Repairs
12228	MUNICIPAL MAINTENANCE CO.	4/28/2025	4,420.00	Repairs
12229	PHILA BEARING & DRIVE SOLUTION	4/28/2025	1,476.00	Parts
12230	WINDLES WATER WORKS INC	4/28/2025	88.00	Supplies
ACH 040925-35	ATC GROUP SERVICES LLC (ATLAS)	4/10/2025	23,020.55	Engineer
ACH 040925-36	CALLTOWER, INC	4/10/2025	103.29	Utilities
ACH 040925-37	CHARLES BLOSENSKI DISPOSAL CO.	4/10/2025	300.00	Trash
ACH 040925-38	CHESTER COUNTY SOLID WASTE AUT	4/10/2025	470.05	Trash
ACH 040925-39	DELAWARE RIVER BASIN COMM	4/10/2025	2,096.00	Fees
ACH 040925-40	EUROFINS ENVIRONMENT TESTING	4/10/2025	1,339.00	Testing
ACH 040925-41	FEL - WEST CHESTER, PA #501	4/10/2025	123.32	Fees
ACH 040925-42	GRAINGER acct 851582031	4/10/2025	11.34	Parts
ACH 040925-43	MCGOVERN ENVIRONMENT LLC	4/10/2025	51,456.62	Sludge
ACH 040925-44	MCMASTER-CARR SUPPLY COMPANY	4/10/2025	209.97	Supplies
ACH 040925-45	Nexgen Automation, Inc.	4/10/2025	530.00	HVAC
ACH 040925-46	PAONE ELECTRIC LLC	4/10/2025	720.00	Repairs
ACH 040925-47	PENNONI ASSOCIATES, INC.	4/10/2025	148.00	Engineer
ACH 040925-48	UNIVAR SOLUTIONS USA INC.	4/10/2025	2,700.02	Soda Ash
ACH 040925-49	USA BLUE BOOK	4/10/2025	213.00	Supplies
ACH 040925-50	WEAVER'S STORE INC	4/10/2025	399.10	Uniforms
ACH 040925-51	Hajoca Corporation	4/10/2025	31.46	Repairs
AUTO 042425-17	NEW HORIZON COMMUNICATIONS	4/24/2025	944.52	Utilities

Check Register
April 30, 2025

<u>Check Number</u>	<u>Vendor Name</u>	<u>Effective Date</u>	<u>Check Amount</u>	<u>Description</u>
AUTO 042425-18	ROTHWELL DOCUMENT SOLUTIONS	4/24/2025	123.65	Copier
AUTO 042425-19	T-MOBILE USA - acct 973101227	4/24/2025	330.66	Utilities
	Total 10038 - CASH-SANTANDER BANK SEWER		<u>100,614.80</u>	

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
10039 - CASH-SANTANDER PARKING TICKET				
8885	CAROL CANALE	4/2/2025	16.00	Refund
8886	ACE HARDWARE OF WEST CHESTER	4/2/2025	155.85	Suplies
ACH 040925-53	GARY ARNOLD	4/10/2025	385.00	Constable
ACH 040925-54	BUTTS TICKET COMPANY	4/10/2025	135.00	Suplies
ACH 040925-55	CALLTOWER, INC	4/10/2025	172.16	Utilities
ACH 040925-56	DAVE COX JR	4/10/2025	522.50	Constable
ACH 040925-57	FLASHPARKING, INC.	4/10/2025	266.78	Fees
ACH 040925-58	STEVE FORCE	4/10/2025	550.00	Constable
ACH 040925-59	LESLIE HENRY	4/10/2025	110.00	Constable
ACH 040925-60	KENCOR, LLC	4/10/2025	2,163.49	Repairs
ACH 040925-61	MARKET STREET PRINT	4/10/2025	640.00	Printing
ACH 040925-62	PSX, INC	4/10/2025	1,310.69	Fees
ACH 040925-63	T2 SYSTEMS, INC.	4/10/2025	2,690.19	Fees
ACH 040925-64	YALE ELECTRIC SUPPLY CO	4/10/2025	10.90	Suplies
ACH 042925-01	Eastern Armored Services, Inc.	4/29/2025	676.00	Coin pickup
ACH 042925-02	KENCOR, LLC	4/29/2025	1,388.20	Repairs
AUTO 042425-22	CINTAS (21452567 PARKING)	4/24/2025	330.16	Uniforms
AUTO 042425-23	NEW HORIZON COMMUNICATIONS	4/24/2025	1,156.17	Utilities
AUTO 042425-24	REPUBLIC SERVICES #319	4/24/2025	2,733.13	Trash
AUTO 042425-25	ROTHWELL DOCUMENT SOLUTIONS	4/24/2025	103.05	Copier
AUTO 042425-26	T-MOBILE USA - acct 973101227	4/24/2025	55.11	Utilities
Total 10039 - CASH-SANTANDER PARKING TICKET			<u>15,570.38</u>	

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
10041 - CASH-SANTANDER BANK SPF				
7253	MAIN LINE CONCRETE & SUPPLY IN	4/28/2025	603.50	Supplies
7254	PA DEPT OF ENVIRO PROTECTION	4/28/2025	2,500.00	Fees
7255	PORTNOFF LAW ASSOCIATES LTD	4/28/2025	2,422.00	Collection Notices
7264	ABEL RECON	4/29/2025	196,000.00	SPF project
7265	WILDLAWN - ARCHEWILD	4/29/2025	3,579.00	Rain gardens
7266	CRESTLINE SOFTWARE, LLC	4/29/2025	4,320.00	Munibilling
7267	PENNONI ASSOCIATES, INC.	4/29/2025	6,332.00	Engineer
7268	REMINGTON & VERNICK ENGINEERS	4/29/2025	901.08	Engineer
7269	REMINGTON & VERNICK ENGINEERS	4/29/2025	2,048.50	Engineer
7270	REMINGTON & VERNICK ENGINEERS	4/29/2025	930.00	Engineer
7271	REMINGTON & VERNICK ENGINEERS	4/29/2025	2,790.00	Engineer
Total 10041 - CASH-SANTANDER BANK SPF			<u>222,426.08</u>	

Check Register
April 30, 2025

Check Number	Vendor Name	Effective Date	Check Amount	Description
10045 - CASH-SANTANDER BANK FIRE FUND				
1576	Justin McClure WCFD Reporting	4/7/2025	1,000.00	Monthly reporting
1579	FRED BEANS OF WEST CHESTER	4/28/2025	834.87	Parts
ACH 040925-66	GLICK FIRE EQUIPMENT CO.,INC.	4/10/2025	641.50	Repairs
ACH 040925-67	METROPOLITAN COMMUNICATIONS	4/10/2025	273.90	Repairs
ACH 040925-68	SERVICE TIRE TRUCK CENTER, INC	4/10/2025	329.50	Repairs
AUTO 042425-35	AT&T MOBILITY #287321500167	4/24/2025	150.92	Utilities
AUTO 042425-36	NEW HORIZON COMMUNICATIONS	4/24/2025	66.97	Utilities
AUTO 042425-37	T-MOBILE USA - acct 973101227	4/24/2025	55.11	Utilities
Total 10045 - CASH-SANTANDER BANK FIRE FUND			<u>3,352.77</u>	

AGENDA

Finance & Revenue Committee of Borough Council

Date: Wednesday, April 9, 2025 @ 5:30 PM

Committee Members: Brian McGinnis, Chair
Nicole Scimone
Bryan Travis

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

- I. Call to order
- II. Announcements
- III. Comments, suggestions, petitions by residents in attendance regarding items not on the agenda.
(Please be advised that all public comments have a 5-minute time limit.)
- IV. Reports
 - A. Director's report on monthly financials (attachment)
- V. Old Business
 - A. Approve March 2025 meeting minutes (attachment)-**Approved 3-0**
- VI. New Business
 - A. Approve Grant Resolution to DCED Small Water & Sewer Grant Program for the Goose Creek Sanitary Sewer Conveyance Improvements – Phase II Project (attachment):
*Issue: Approve resolution required for grant application-**Approved 3-0***
 - B. Approve Budget Modification #3 for Winter Maintenance (attachment)
Issue: Allocate funding in the 2025 General Fund budget for salt purchases
 - C. Approve the transfer of \$44,195.58 from the General Fund to the Liquid Fuels Fund to reimburse for 2024 salt purchases (attachment)-**Approved 3-0**
*Issue: Liquid Fuels funds were used to pay for salt purchases that did not conform to procurement regulations-**Approved 3-0***
 - D. Motion to approve purchasing requests (attachment):**Approved 3-0**
 - a. USALCO for \$12,835.20
 - b. Spring City Electrical Manufacturing for \$13,280.00
 - c. Sherwood Logan- sludge transfer pump for \$29,002.52
 - d. Sherwood Logan- 2 primary sludge pumps for \$41,567.50
 - e. Pyrz Water Supply for \$23,820.00
 - f. Hough Associates for \$16,806.51
 - g. Coastal Technical Sales for \$59,030.57
 - h. Geiger Pump & Equipment for \$10,999.19
 - i. Eastern Salt for \$92,673.42
 - j. Archewild for \$19,598.00

k. T2 Systems for \$43,668.00

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

VII. Other business

VIII. Adjournment

Visit www.west-chester.com for access to all attachments. Agendas are posted to www.west-chester.com by noon 3 business days prior to the meeting.

RESOLUTION NO. _____

**BOROUGH OF WEST CHESTER
CHESTER COUNTY, PENNSYLVANIA**

**A Resolution Authorizing Application
to the 2025 Department of Community &
Economic Development Flood Mitigation Grant
Program for the West Chester Stormwater
Infrastructure Repair – Phase II Project**

Be it RESOLVED, that the Borough of West Chester of Chester County, PA hereby requests DCED Flood Mitigation grant funding in the amount of \$500,000 from the Commonwealth Financing Authority, to be used for the West Chester Stormwater Infrastructure Repair – Phase II project.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Sean Metrick, Borough Manager and Secretary; Patrick McCoy, Borough Council President; and Nicole Scimone, Borough Council Vice President, as the official(s) to execute all documents and agreements between the Borough of West Chester and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Sean Metrick, duly qualified Secretary of the Borough of West Chester, Chester County, PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough of West Chester’s Borough Council at a regular meeting held May 22nd 2025, and said Resolution has been recorded in the Minutes of the Borough of West Chester and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Borough of West Chester, this 22nd day of May, 2025.

West Chester Borough

Name of Applicant

Chester County, PA

County

**_____
Sean Metrick, Borough Manager and Secretary**

Appendix II – Authorized Official Resolution

Be it RESOLVED, that the Borough of West Chester (Name of Applicant) of Chester County (Name of County) hereby request a Greenways, Trails and Recreation Program (GTRP) grant of \$ 250,000 from the Commonwealth Financing Authority to be used for John O. Green Memorial Park – Phase 2 Improvements .

Be it FURTHER RESOLVED, that the Applicant does hereby designate Sean Metrick, Borough Manager (Name and Title) and Patrick McCoy, Borough Council President (Name and Title) as the official(s) to execute all documents and agreements between the Borough of West Chester (Name of Applicant) and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, _____, duly qualified Secretary of the Borough of West Chester (Name of Applicant), Chester County (Name of County), PA, hereby certify that the forgoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council (Governing Body) at a regular meeting held May 22nd, 2025 (Date) and said Resolution has been recorded in the Minutes of the Borough of West Chester (Applicant) and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the West Chester Borough (Applicant), this 22nd day of May, 2025.

West Chester Borough

Name of Applicant

Chester County

County

Secretary

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 _____



(85 4499

FIRST WEST CHESTER
EAST GAY STREET
FIRST WEST CHESTER
United States

FIRE SERVICE COMPANY
200 CEDAR AVENUE
WEST CHESTER PA 1938
United States

MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	6	0	\$316.25	\$1,897.50
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8	0	\$316.25	\$2,530.00
DP18CC (BLUE)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in BLUE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8	0	\$316.25	\$2,530.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	10	0	\$316.25	\$3,162.50

Wire/ ACH:
Routing#: 121000248
Acct#: 4865475180
Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
Please include Customer# and Invoice#

Please call us for invoice questions:
1-877-MES-FIRE (1-877-637-3473)

MES SERVICE COMPANY LLC
PO BOX 851792
MINNEAPOLIS, MN 55485-1792



IN2226495.1



(85 : 4499

DP18CC (YELLOW)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in YELLOW *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	16	0	\$316.25	\$5,060.00
DP30Y-25-ARN	DJ 3" Yellow X 25' ALUM 2.5" NH MATEX ICON - All polyester double jacket rubber lined attack hose 3.0" X 25' in YELLOW (2.5" Couplings) *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	1	0	\$241.25	\$241.25
MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	24	0	\$316.25	\$7,590.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	16	0	\$316.25	\$5,060.00
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	6	0	\$316.25	\$1,897.50



IN2226495.1



(85) : 4499

+	<p>COSTARS - 012-E23-337 Emergency Responder Equipment and Supplies Effective 02/16/2023 through 02/16/2025</p> <p>For Questions Contact Sales Rep. Stephen Miller, 610-662-9643 smiller@mesfire.com</p>				
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Thank you!
Stephen Miller

	\$9,968.75
	\$0.00
	\$0.00
	\$9,968.75
	\$29,968.75

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
Custom orders are not returnable.
All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE ON THE REMITTANCE SLIP.



IN2226495.1

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

Prices valid for 60 days from the above date.

BIGBELLY SYSTEM QUOTATION

Prepared By:	Bill To:	Ship To:
Rich Ruskey BigBelly Solar 150 A Street, Suite 103 Needham, MA 02494 rruskey@bigbelly.com	Borough of West Chester Accounts Payable 401 East Gay Street West Chester, PA 19380	Borough of West Chester Department of Public Works 205 Lacey Street West Chester, PA 19382

This order includes the following items:

QTY	ITEM	EXTENDED PRICE
3	Double Station consisting of: Element (Left) with Open Face Plate, MSG Panel T&R, Standard Bin Element (Right) with Recycling Face Plate, MSG Panel T&R, Standard Bin Single Station consisting of:	\$9,342.00
1	Element (Single) with Open Face Plate, MSG Panel(s) Standard, Standard Bin	\$1,714.00
Shipping & Handling (one time):		\$920.00

Purchase Option	Total System Cost*:	\$11,976.00 USD
	Deposit due with order:	\$4,191.60 USD

* Total does not include applicable sales or use taxes.

Sincerely, Rich Ruskey
Bigbelly Solar, LLC

<p>ACH Transfer Info: Cambridge Savings Bank ▪ Acct Name: Big Belly Solar, LLC ▪ Account # 11728865 ▪ Routing # 211371120</p> <p>Wire Transfer Info: Citibank▪ Acct Name: Cambridge Savings Bank ▪ Account # 7116000000000093 ▪ Routing # 031100209 ▪ Int'l Swift # CITIUS33</p> <p>Please include in wire payment notes: For Further Credit to 11728865, Big Belly Solar, LLC</p>

All Purchase Orders must reference the above Quote Number (upper right).

This Quotation is subject to the attached Terms and Conditions of Sale, which are attached hereto and incorporated herein, and expressly acknowledged and accepted by Customer as signified by the duly authorized signature below.

ACCEPTED AND AGREED BY:	
CUSTOMER	
By: _____	Title: _____
Print Name: _____	Date: _____

TERMS AND CONDITIONS OF SALE
Version 9.24.2018

The following Terms and Conditions of Sale ("Agreement") are applicable to any order placed by Customer pursuant to a valid Bigbilly Quotation ("Quotation") that is accepted by Bigbilly ("Order"). Acceptance by Customer of this Agreement, which shall be signified by Customer's duly authorized signature on the face hereof, shall be required for Bigbilly's acceptance of an Order.

1. **SCOPE OF AGREEMENT.** Bigbilly, upon acceptance of an Order placed by Customer, will supply the products to be delivered ("Products") and services to be performed ("Services") as specified in the Quotation to Customer, pursuant to this Agreement and its attachments. Bigbilly's acceptance of an Order is expressly limited to the terms and conditions of this Agreement notwithstanding any contrary provision contained in Customer's purchase orders, acknowledgements or other documents. The details of the Products and Services (e.g. quantity, price, and product specifications) shall be set forth in the relevant Quotation.
2. **ON-SITE SERVICES.** In the event any on-site services (such as installation, warranty repairs) are required as part of the Products and Services, the additional terms set forth in Attachment A attached hereto shall also apply.
3. **PRICE AND PAYMENT.** (a) The prices payable by Customer for the Products and Services by Bigbilly under this Agreement will be specified in the applicable Quotation. Unless otherwise expressly stated in a Quotation, all prices exclude shipping and applicable taxes, all of which are at Customer's expense. (b) Fees shall become payable upon Bigbilly's acceptance of an Order, unless otherwise determined by Bigbilly and agreed to in writing, and all payments shall be made without offset or deduction. Any amounts due from Customer under this Quotation or any related invoice, may not be withheld or offset by Customer against amounts due to Customer by Bigbilly for any reason. All late payments made outside of the agreed upon payment terms will be subject to interest at the rate of the lesser of (i) eighteen percent (18%) per annum or (ii) the highest amount allowed under applicable law. Where upfront payment is required, Bigbilly further reserves the right to withhold shipment of the Products and delay performance of the Services until full payment is made. Any failure by Bigbilly to provide an invoice in a timely manner shall not affect Customer's obligation to make payments. (c) Upon reasonable request by Bigbilly, Customer shall provide evidence of its financial capacity and such other information as Bigbilly reasonably requests to determine credit status or credits limits. (d) Customer shall provide notice within five (5) business days of the occurrence of any event which materially affects Customer's ability to perform its obligations under this Agreement.
4. **SHIPPING AND DELIVERY.** Unless otherwise specified and agreed in an Order, Products and Services will be delivered FOB Origin (Bigbilly's manufacturing facility) and will be shipped to Customer at the address provided via carriers selected by Bigbilly at the Customer's expense. The Parties shall mutually agree on any applicable delivery requirements for all Products and Services specified on an applicable Quotation before such Order will be processed. If no delivery requirements are otherwise specified and agreed, Bigbilly shall process any Order upon receipt of the signed Agreement and Customer's fulfillment of any other order processing requirements set forth by Bigbilly in its sole discretion.
5. **INSPECTION AND ACCEPTANCE.** Customer shall promptly inspect the Products and Services upon delivery or completion. In the event Products or Services are received damaged, defective or not to specification, Customer shall provide Bigbilly with prompt notice of the alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbilly shall have a reasonable opportunity to cure any such alleged non-conformance.
6. **SOFTWARE LICENSE.** Customer's use of the software provided as a Product and Service ("Software") is subject to the CLEAN Software License Agreement that accompanies delivery of the Software. All applicable terms, provisions and agreements set forth in the CLEAN Software License Agreement are hereby incorporated herein by reference with the same force and effect as though fully set forth herein. To the extent that the terms set forth in this Agreement are inconsistent with the terms of the CLEAN Software License Agreement, the terms set forth herein shall apply.
7. **WARRANTY.** Bigbilly warrants the Products and Services provided pursuant to a Quotation and this Agreement against manufacturer defects or defects in workmanship, under normal use and service, subject to the exclusions, limitations and conditions set forth in the Bigbilly Standard Limited Warranty.
8. **BREACH.** In addition to all other rights to which a party is entitled under this Agreement, if either party breaches any term of the Quotation or this Agreement, the non-breaching party shall have the right to: (a) terminate the Quotation immediately upon written notice to the other party; and (b) seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement. Failure to properly demand compliance or performance of any term of the Quotation or this Agreement shall not constitute a waiver of Bigbilly's rights hereunder and prior to any claim for damages being made for non-conformance or breach, Customer shall provide Bigbilly with prompt notice of any alleged deficiencies in the Products or performance of Services under the Quotation or this Agreement and Bigbilly shall have a reasonable opportunity to cure any such alleged non-conformance or breach.
9. **LIMITATION OF LIABILITY. IN NO EVENT SHALL BIGBILLY BE LIABLE HEREUNDER FOR INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY FOR SUCH DAMAGES. BIGBILLY'S MAXIMUM AGGREGATE LIABILITY FOR DAMAGES UNDER THIS AGREEMENT AND ANY QUOTATION SHALL BE LIMITED TO THE TOTAL FEES PAID BY CUSTOMER UNDER THE QUOTATION UPON WHICH A CLAIM IS BASED.**
10. **INDEMNIFICATION.** Each party, as Indemnitor, shall indemnify, defend and hold harmless the other party, as Indemnitee, its officers, directors, employees, agents, subsidiaries, and other affiliates from and against any and all claims, damages, liabilities, and expenses (including attorney fees) arising from any third-party claim based on Indemnitor's (or its agent's) breach of any representation, warranty, covenant, agreement, or obligation under the Quotation or this Agreement, or Indemnitor's (or its agent's) grossly negligent and/or willful acts or omissions in carrying out its obligations under the Quotation or the Agreement; provided that in no event shall Bigbilly be responsible for any claims arising out of its compliance with instructions, requirements, or specifications provided by or required by Customer (including the use of information, artwork, logos, and/or trademarks provided by Customer). Neither party will be responsible for indemnifying another party hereto where the basis of the indemnity claim arises out of such other party's own negligence or willful misconduct.
11. **CUSTOMER MATERIALS AND DATA.** (a) Customer represents and warrants that any matter it furnishes for the Products or performance of the Services by Bigbilly does not infringe any copyright or trademark or other intellectual property rights of any third party nor does it otherwise violate any laws or infringe the rights of any third party. (b) Customer warrants that it has the right to use, and to have Bigbilly use on behalf of Customer, any data provided to Bigbilly by Customer, including specifically customer names, identifying information, addresses and other contact information and related personal information.
12. **INTELLECTUAL PROPERTY.** Any and all inventions, discoveries, patents, copyrights, trademarks and trade names, commercial symbols, trade secrets, know-how, work product and information or other intellectual property embodying proprietary data existing and owned by Bigbilly as of the date of the Quotation, or made or conceived by employees, consultants, representatives or agents of Bigbilly during the term of this Agreement, shall be and remain at all times the sole and exclusive property of Bigbilly. Customer will obtain no rights thereto other than the limited rights set forth in this Agreement. Without limiting the generality of the foregoing, the parties agree that Bigbilly will own all Software, including all modifications, upgrades and enhancements thereto made during the term of this Agreement.
13. **FORCE MAJEURE.** Any delay or failure of either party to perform its obligations (other than Customer's payment obligation) shall be excused if such failure is caused by an extraordinary event or occurrence beyond the control of the nonperforming party, such as acts of God, fires, floods, windstorms, explosions, natural disasters, wars and sabotage. Each party shall promptly notify the other of the reason for the delay and use its best efforts in curing such cause and shall take all action practicable to minimize the adverse impact of the delay on the other party.
14. **GOVERNING LAW.** Each Quotation and this Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without reference to its conflicts of law principles. The Parties further agree (i) that any dispute, controversy or claim arising out of or related to this Agreement shall be brought and settled in the state or federal courts located in Boston, Massachusetts; (ii) to irrevocably submit to the exclusive jurisdiction of any such court; and (iii) to waive any right to a jury trial in any litigation arising out of or related to this Agreement.
15. **COMPLIANCE.** Each party shall comply with all state, federal and local laws and regulations applicable to its performance hereunder.
16. **ASSIGNMENT.** Customer may not assign its rights or obligations under this Agreement without the prior written consent of Bigbilly. Pursuant to a valid assignment, the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the Parties.
17. **AMENDMENT AND WAIVER.** This Agreement shall not be amended or modified in any way except by a subsequent written agreement signed by authorized persons of both Parties. Any amendment or waiver effected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. The waiver by a Party of any breach by the other Party will not operate or be interpreted as a waiver of any other or subsequent breach, nor shall the failure or delay in exercising any right or seeking any remedy hereunder operate as a waiver thereof.
18. **SEVERABILITY.** If any provision of this Agreement is determined by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such provision shall be interpreted to the maximum extent to which it is valid and enforceable, and the remaining provisions of this Agreement shall continue in full force and effect and not be affected thereby.
19. **SURVIVAL.** In the event any provision of the Quotation or this Agreement is held by a tribunal of competent jurisdiction to be contrary to the law, the remaining provisions of the Order or this Agreement will remain in full force and effect. All sections herein relating to payment, ownership, confidentiality, indemnification and duties of defense, representations and warranties, waiver, waiver of jury trial and provisions which by their terms extend beyond the Term shall survive the termination of the Order and this Agreement.
20. **NOTICE.** Any notice required to be delivered pursuant to this Agreement shall be deemed given when personally delivered to recipient thereof or mailed by registered mail or certified mail, return receipt requested, to the addresses on the Quotation or to such address as either party may designate in the future.
21. **ENTIRE AGREEMENT.** Each Quotation, together with this Agreement including the Attachments, constitute the entire agreement between the Parties regarding the subject matter hereof and merges and supersedes all prior agreements, oral and written, understandings, commitments and writings. Any Order, purchase order or other ordering or acceptance document issued by Customer is for administrative purposes only and does not form part of this Agreement or amend the terms hereof. In the event of any ambiguity or conflict between any of the terms and conditions contained in this Agreement and the terms and conditions contained in an Order, the terms and conditions of this Agreement shall control. The Quotation or this Agreement may not be amended, supplemented, changed, or modified, except by agreement in writing signed by the parties to be bound thereby.
22. **COUNTERPARTS.** This Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one instrument.

ATTACHMENT A
ADDITIONAL TERMS FOR ON-SITE SERVICES

In the event Bigbelly or its authorized service provides must come on-site to Customer's property in order to perform certain services as part of the Products or Services, the Parties agree that the following terms and conditions shall also apply, as applicable.

For purposes of this Attachment A, the 'Agreement' shall mean the Terms and Conditions of Sale executed between the Parties to which this Attachment A is affixed. The meaning of capitalized and undefined terms appearing herein shall be as set forth in the Agreement unless otherwise indicated. In the event of a conflict between this Attachment A and the Agreement, the terms and conditions of this Attachment A shall prevail solely with respect to the subject matter herein. The terms and conditions of this Attachment A are hereby incorporated into the Agreement by reference.

- 1. INFORMATION AND ACCESS.** Customer agrees that Bigbelly's ability perform the Services under the Agreement in a timely manner is dependent upon access to Customer's installation information and locations. Deadlines imposed by the Agreement shall be extended in the event that Customer fails to provide such information and/or access to Bigbelly in a timely manner.
- 2. SITE PREPARATION.** Customer agrees to provide a poured concrete pad if the intended installation surface does not meet Bigbelly's specifications. If Customer's installation surface does not meet such specifications, any additional cost associated with Bigbelly's efforts to properly prepare the surface will be at Customer's expense. It is the Customer's responsibility to remove, at Customer's expense, existing bins or any other items from the locations where Bigbelly stations will be installed.
- 3. INSTALLATION.** Bigbelly will install the equipment at mutually agreed upon locations, including semi-permanent attachment to the ground. Installation will be in accordance with the delivery and installation schedule agreed to by the Parties prior to commencement of the Services.
- 4. INSURANCE.** Bigbelly shall maintain, during its performance of the Services provided hereunder, liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services hereunder by Bigbelly. Bigbelly shall furnish copies of such insurance policies upon request.

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 _____

MUNIBILLING

UTILITY BILLING SOLUTIONS

SOFTWARE SUBSCRIPTION AGREEMENT

This Agreement is effective on the 1st day of January 2025 (the “Effective Date”) between Crestline Software LLC dba/MuniBilling, 3300 Battleground Avenue, Greensboro, NC 27410 (“MuniBilling”, “we”, “us”) and the Borough of West Chester, PA, with its main offices located at 401 East Gay St., West Chester PA 19380 (“Customer”, “you”).

1. DEFINITIONS

“Agreement” means this Software Subscription Agreement, including the attached Schedule A and Schedule B. Any discrepancies between the attached schedules and this Agreement shall be resolved using the following order of precedence: this Agreement, Schedule A, and then Schedule B.

“BNaaS” means Broadcast Notification as a Service. This optional service enables you to send notifications via email, text messages, and pre-recorded voice calls to your customers. Currently, BNaaS can be used to notify your customers of pending disconnects, boil water notices, service outages, late charge notices, and bill available notices, but we are working to expand these capabilities and will add the future functionality as it becomes available.

“BPaaS” means Bill Printing as a Service. This optional service enables you to print seamlessly, fold, package and mail your customer bills utilizing our integrated, preferred printing vendor.

“Content” means the visual information, documents, software, products, and services contained or made available to you through the System.

“Confidential Information” means all non-public, proprietary, or confidential information of a disclosing party, in oral, visual, written, electronic, or other tangible or intangible form, that is either marked or designated as “confidential”, or which should reasonably be understood to be confidential given the nature of the information and the circumstances of the disclosure. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party, (ii) was known to the recipient prior to its disclosure by the disclosing party without breach of any obligation owed to the disclosing party, (iii) is received from a third party without breach of any obligation owed to the disclosing party, or (iv) was independently developed by the recipient.

“Customer Data” means any electronic data and information you or any of your users provides or submits through MuniBilling, including the results of your initial data conversion. Customer Data does not include any Content.

“Go Live” means the System has been configured for your use, your customer data has been imported into the System, your rates have been added to the System, a parallel bill run has been completed and accepted by you, and the System is available for your use.

“LaaS” means Lockbox as a Service. With this optional service, MuniBilling will manage a bank lockbox for receiving customer checks and load payments into the System. Any paper check payments submitted by your customers that are not processed via lockbox must be processed and entered into MuniBilling’s system manually by you.

“MaaS” means Merchant as a Service. This optional service enables you to seamlessly process your customers electronic payments via credit and debit cards, echecks and IVR phone payments utilizing our integrated, preferred merchant account vendor. Your customer balances are updated in real time.

“System” means MuniBilling’s cloud-based utility billing software licensed to you, as including our portal made available for your customers’ use.

2. LICENSE GRANT AND RESTRICTIONS

2.1 **Grant.** Subject to the terms of this Agreement, MuniBilling hereby grants you a non-exclusive, non-transferable, non-sublicense-able right to use our System for the Term set forth in Schedule A, solely for your own internal business purposes. All rights not expressly granted to you in this Agreement are reserved by us.

2.2 Restrictions

- (a) You shall not license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the System or the Content in any way, or include the System or Content in any outsourcing offering.
- (b) You shall not modify, copy, or make derivative works based upon the System or the Content.
- (c) You shall not disassemble, reverse engineer, or decompile the System and/or any MuniBilling technology or intellectual property.
- (d) You shall not build a competitive product or service, build a product using similar ideas, features, functions, or graphics of MuniBilling or copy any idea, feature, function or graphic of the System.

(e) You shall not use the System or any Content or MuniBilling intellectual property in any manner except as permitted in this Agreement.

2.3 Violation. Your or your end users' intentional violation of any restrictions set forth in Section 2.2 that, in MuniBilling's discretion, imminently threatens the security, integrity or availability of the System, may result in our immediate suspension of your use of the System. MuniBilling shall use commercially reasonable efforts to provide you with an opportunity to cure such violation prior to any such suspension.

2.4 System Use. This license cannot be shared with anyone else or used by anyone other than you. You may use the System for your internal business purposes only, and you shall not: (a) send or store material with any virus, worm, or other harmful computer code; (b) interfere with or disrupt the integrity of performance of the System in whole or in part; or (c) attempt to gain unauthorized access to the System or any related system or network.

2.5 Future Functionality. You acknowledge that your license of the System is not (i) contingent on the delivery of any future functionality or features other than (a) the contracted deliverables specified in Schedule A, and (b) any functionality enhancements as may be separately agreed to in writing between the parties pursuant to section 2.6 of this Agreement, or (ii) dependent on any oral or written public comments by MuniBilling regarding future functionality or features.

2.6 Additional Work. Any services requested by Customer in addition to the use of the System and Content shall be outside the scope of this Agreement. MuniBilling, in its sole discretion, may agree to provide any additional services pursuant to an amendment in accordance with the terms of Section 15.9. Notwithstanding, MuniBilling shall have no obligation to provide any additional services requested hereunder.

3. YOUR RESPONSIBILITIES

In addition to your other obligations, you are solely responsible for; (a) determining whether the System will meet your needs; (b) using reasonable efforts to prevent unauthorized access to the System, any Content, or any Confidential Information, in whole or in part; (c) notifying us promptly of any actual or suspected unauthorized access/use; (d) abiding by all applicable local, state, and national laws and regulations, including those related to data privacy, communications, and the transmission of technical or personal data; (e) the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (f) complying with our policies to obtain support and other services under this Agreement; (g) establishing adequate alternate and

backup plans if there is any disruption of service or other malfunction; and (h) ensuring that the use by your end users is in compliance with the terms contained herein.

4. OUR RESPONSIBILITIES

We shall use commercially reasonable efforts to make the System generally available 99% of each calendar month, except for:

- (a) Planned downtime with at least 48 hours of advance notice and scheduled to the extent reasonably practicable after 10:30PM ET on Wednesdays; and
- (b) Downtime caused by circumstances beyond our reasonable control, including acts of nature, acts of employees, telecommunications or computer failures or delays, and network intrusions or denial of service attacks. We shall use reasonable efforts to maintain the confidentiality of Customer Data, the security and integrity of the System, and to promptly respond to and attempt to fix problems that interfere with the smooth and effective operation of the System and/or your use thereof.

5. CHANGES

We reserve the right to:

- (a) Upgrade, modify, replace, or reconfigure the System at any time, provided that the System functions remain comparable to those existing at the time of the Agreement's execution; and
- (b) Notwithstanding anything contained in Section 15.9 to the contrary, modify the terms of this Agreement, including our fee schedule, support terms, and service level standards, in response to any market changes, regulatory change or change in law having an adverse impact on MuniBilling. We will provide you with thirty (30) days advance notice of any such change either by an email to your representative or by a posting on the System. If you do not reject these changes within such thirty (30) day period, the modifications will be deemed accepted by you. If you decline to accept the change and notify us of this rejection in writing, we will continue to provide service for you for a period of ninety (90) days under the unmodified terms contained herein, after which the Agreement will be deemed to be cancelled. You shall not be responsible for any early termination payments pursuant to Section 8.2 for a termination pursuant to this Section.

6. PROPRIETARY RIGHTS AND CONFIDENTIALITY

6.1 MuniBilling Proprietary Rights. We own all rights, title, and interest, including all related intellectual property rights, in and to the System, including its content, design, technology, interface and application, and any suggestion, idea, or enhancement request, feedback, recommendation, or other information provided by you or anyone else relating to any of the foregoing except Customer Data. The terms of this Agreement are not a sale of any software and do not convey any ownership rights. MuniBilling names and logos are registered trademarks of ours. The product names associated with the System are trademarks of ours, and you have no right or license to use them without our written permission. You agree not to challenge any ownership or other right of ours with respect to the System or any intellectual property claimed by us. No rights are granted to you hereunder other than as expressly set forth in this Agreement.

6.2 MuniBilling Confidential Information. Our Confidential Information includes, but is not limited to, our System, pricing, proposals, and the terms of this Agreement.

6.3 Use of Confidential Information. All Confidential Information shall remain the property of the disclosing party. A party receiving Confidential Information shall: (i) use or reproduce such information only when necessary to perform this Agreement; (ii) provide at least the same care to avoid disclosure or unauthorized use of such information as it provides to protect its own Confidential Information but in no event less than a reasonable degree of care; (iii) limit access to such Confidential Information to its employees or agents who need such information to perform this Agreement; and (iv) return or destroy all such information, including copies, after the need for it has expired, upon request of the disclosing party, or upon termination of this Agreement.

6.4 Compelled Disclosure. The receiving party may disclose Confidential Information of the disclosing party to the extent compelled by law to do so, provided the receiving party gives the disclosing party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.

6.5 License to Customer Feedback. You grant us a paid-up, irrevocable license to use or incorporate into the System any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by you or your users.

7. FEES AND PAYMENTS

7.1 Payment Terms. MuniBilling will invoice you in accordance with the terms specified in Schedule A. You shall pay all amounts invoiced when they are due.

7.2 Past Due Amounts. Past due invoices will be subject to a late charge equal to 1.5% of the outstanding balance per month from the date due until paid, or the maximum rate allowed by law, whichever is less. Customer is also responsible for any applicable expenses incurred with collection efforts, including, but not limited to, reasonable attorney's fees.

7.3 Suspension. If your account has balances which are past due, we reserve the right to suspend your use of the System until such accounts are paid in full, including all accrued liabilities and obligations. You will continue to be charged during any period of suspension. MuniBilling reserves the right to impose a reconnection fee if your access to the System is suspended and you thereafter request access to the System.

7.4 Taxes. MuniBilling fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Except to the extent prohibited by law, you are responsible for paying all Taxes associated with your purchases hereunder. If MuniBilling has the legal obligation to pay or collect Taxes for which you are responsible under this section, we will invoice you and you will pay that amount unless you provide us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, MuniBilling is solely responsible for taxes assessable against it based on its income, property, and employees.

8. TERM AND TERMINATION

8.1 Initial Term and Renewal. The term and termination provisions of this Agreement are specified in this Section 8 and Schedule A. Upon expiration of the initial Agreement term or any renewed term, this Agreement will renew automatically for an additional term equal in length unless either of us notifies the other in writing at least 90 days prior to the end of the current term of our intent to cancel. Customer will not be refunded any money paid prior to the effective date of any termination. For purposes of this Agreement, the initial term and any renewal term shall be individually and collectively referenced as the "Term".

8.2 Termination for Cause. If you breach the terms of this Agreement, including, but not limited to, not paying on time, or any unauthorized use of the System, and do not

cure such breach within 10 days after notice of such breach, we may, in our sole discretion, suspend or terminate your use of the System and/or terminate this Agreement. If MuniBilling terminates your access to the System and terminates this Agreement due to your breach, or if you provide us with notification of your intent to terminate for convenience, you are still responsible to pay any balance due for your use of the System prior to such date of termination, and (except in the case of a termination pursuant to Section 5(b)) all unpaid fees which would be payable for the remainder of the current Term.

If we breach the terms of this Agreement, including, but not limited to, bugs in the System, unavailability of the System for more than 24 hours not caused by Force Majeure, or the failure to deliver contracted services specified in Schedule A, and we do not cure such breach within 10 days after written notice of such breach, you may terminate your use of the System and this Agreement. If you terminate this Agreement due to our breach, our liability for damages is as set forth in section 14.1 of this Agreement.

8.3 Effects of Termination.

- (a) Upon termination of the Agreement, you must submit a written and signed letter to MuniBilling within thirty (30) days certifying that you:
 - (i) Have deleted or destroyed ALL printed and electronic materials related to the System and all quotes or ideas derived from the System, except as required by law, in whole or in part, from any other publication, form, method, system, or filed documents you may have.
 - (ii) Have not given, sold, rented, or lent any copy or any part of the information in any shape or form to any third party, including any user login credentials.
 - (iii) Release us from all claims related to this Agreement and the System.
- (b) Upon termination of this Agreement for any reason, we will provide you a copy of your Customer Data in a standardized electronic csv data format within five (5) business days of receipt of your written request. We have no obligation to retain a copy of your Customer Data longer than thirty (30) days after termination or expiration of this Agreement.

8.4 Costs of Termination. In the event this Agreement is terminated or cancelled in accordance with its terms, each party will bear the cost of unwinding its participation in the Agreement, and any ancillary agreements, shall also be terminated automatically.

9. CUSTOMER DATA

As between MuniBilling and yourself, you shall own all Customer Data, which shall be considered your Confidential Information. Notwithstanding, MuniBilling may access your Customer Data to provide the services, to respond to, access, or resolve service or technical problems, and in doing so will maintain its confidentiality. Customer can request a complete copy of its data in a standardized electronic format at any time at MuniBilling's standard rate (currently \$200 per request). Notwithstanding, you can run reports on the system yourself to print out customer information or to export customer information in a standard comma separated list format.

10. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants that it has the legal authority to enter into this Agreement. We warrant that we will provide the System in a manner consistent with industry standards and that the System will perform substantially in accordance with what was presented and demonstrated to you.

11. INDEMNIFICATION

Except to the extent prohibited by law, you shall indemnify, defend, and hold MuniBilling, its affiliates, officers, directors, and employees harmless from and against all claims resulting from, arising out of or relating to:

- (a) A breach of this Agreement by Customer; or
- (b) Any negligent act or omission, or intentional misconduct, of Customer.

You will indemnify MuniBilling for any damages, attorney fees and costs finally awarded against, or settled upon by, MuniBilling because of such claim.

12. DISCLAIMER

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, MUNIBILLING MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, AT LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

Without limiting the foregoing, we make no promise:

- (a) As to the reliability, timeliness, quality, suitability, truth, availability, accuracy, or completeness of the System or any content, all of which are provided strictly on an “as is” basis.
- (b) As to any third-party provider or any of its products or services, regardless of whether we may have designated it or its products or services as “certified”, “validated”, or otherwise.
- (c) That the use of the System will be secure, uninterrupted, or error-free or operate in combination with any other hardware, software, system, or data.
- (d) That the System will meet your requirements or expectations.
- (e) That any Customer Data will be accurately or reliably stored.
- (f) That errors or defects will be corrected.
- (g) The service will be free of any virus or other harmful component, although we will not knowingly insert any such harmful code.

13. INTERNET DELAYS

The System may be subject to limitations, delays, and other problems inherent in the use of Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

14. LIMITATION OF LIABILITY

14.1 Limitation of Liability. In no event shall our aggregate liability to you exceed the amounts actually paid by you in the 3-month period immediately preceding the event giving rise to your first claim, regardless of the number of claims arising out of or related to this Agreement.

14.2 Disclaimer of Damages. In no event shall we be liable to you for any indirect, punitive, special, exemplary, incidental, consequential or other damages of any type or kind (including loss of data, revenue, profits, use or other economic advantage) arising out of or in any way connected with the System, Content, your use of the same, or any interruption, inaccuracy, error or omission, regardless of cause, even if we have been

previously advised of the possibility of such damages, and regardless of the basis of any claim, e.g. warranty, tort, contract, or strict liability.

You acknowledge that; (i) this Section 14 is reasonable given the cost of the System; (ii) this Section applies even if a remedy fails in its essential purpose; and (iii) all your claims are subject to the damages limitation in this Section. Nothing contained herein is intended to limit a party's liability for gross negligence or willful misconduct.

15. GENERAL

15.1 Assignment. You may not assign any of your rights or obligations hereunder, whether by operation of law or otherwise, without our prior express written consent. Any attempted assignment in violation of this Section shall be void. The terms of this Agreement shall bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

15.2 Relationship. No joint venture, partnership, employment, or agency relationship exists between you and us. Neither party has any authority to enter into agreements of any kind on behalf of the other party and neither party will attempt to or create any warranty or other obligation, express or implied, on behalf of the other party. You agree that we can reference your name and/or logo for purposes of acknowledging you as one of our customers.

15.3 Notice. We may notify you by means of general notice on the System, by email, or by written mailed communication, as per your contact information in Schedule A. Notice shall be deemed to have been given three (3) business days after mailing, the next business day if delivered via a nationally recognized overnight carrier, or 12 hours after sending an email or posting a change of the System. You may notify us (and such notice shall be deemed given when received) at any time by electronic means or written mailed communication as per our contact information in Schedule A.

15.4 Force Majeure. MuniBilling shall not be liable to you for any damages, delay, or failure to perform its obligations set forth in this Agreement if caused by circumstances beyond its reasonable control. This includes but is not limited to hardware failures, telecommunications and Internet failures, act of nature, fire, casualty, riot, pandemic, terrorist act or threat thereof, war, labor dispute, material change in applicable law or regulation, or decree of any court. Upon the occurrence of such a force majeure event, within a commercially reasonable amount of time, MuniBilling shall notify you of the delay and the cause thereof, take reasonable steps to avoid or remove the cause, and

resume performance whenever the cause is removed. MuniBilling shall not be liable for costs associated with such delay.

15.5 Waiver. The failure of either party to require performance of any terms of this Agreement shall in no way affect the full right to require such performance at any time thereafter or the performance of all the other provisions, nor shall the waiver of any succeeding breach of such provision or any other provision operate as a waiver of the provision itself. No failure or delay in exercising a right shall constitute a waiver of that right. Except as expressly provided herein, all the parties' rights and remedies shall be cumulative, and none of them shall be in limitation of any other right or remedy in law or equity.

15.6 Severability. If any terms of this Agreement are held to be invalid or unenforceable, such terms shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable terms, with all other terms remaining in full force and effect.

15.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of North Carolina without regard to choice of law provisions or the United Nations Convention on the International Sale of Goods.

15.8 Arbitration. Except to the extent prohibited by law, any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement will be referred to and finally resolved by arbitration in Guilford County, North Carolina, in accordance with Chapter 1, Article 45 of the North Carolina General Statutes (the NC Revised Arbitration Act, the "Act"), which arbitration rules are deemed to be incorporated by reference in this section. Judgment on the arbitrator's award may be entered in any court having jurisdiction thereof. The tribunal will consist of a sole arbitrator appointed by the parties or, failing agreement within one month of the demand for arbitration, as specified by the Act. Any arbitrator shall have substantial familiarity with and at least seven years professional experience with U.S. commercial law and resolution of disputes involving such law, which familiarity may have been obtained by study of, participation in transactions involving, or litigating, adjudicating or resolving disputes involving, such laws. The arbitrator shall be free in addition to consult independent technical or legal experts of his own choosing in resolving any dispute. We mutually agree to try and take advantage of video conferencing and other technology to reduce the need for travel in the unlikely event a proceeding occurs.

15.9 Entire Agreement. This Agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all prior and

contemporaneous agreements or negotiations between the parties on the subject. No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is in writing dated after this Agreement and signed by the duly authorized officers of the parties. No course of dealing or usage of trade may be invoked to modify the terms and conditions of this Agreement.

15.10 Miscellaneous. The parties may transmit signatures on this Agreement by electronic transmission, which shall be binding upon the parties. If executed in counterparts, this Agreement will be as effective as if simultaneously executed. For purposes of this section, a "signature" shall include, but is not limited to, an electronic signature. The headings, subheadings, and other captions in this Agreement are for convenience and reference only and will not be used in interpreting, construing, or enforcing any of the terms of this Agreement. Each party acknowledges that it has had the opportunity to review this Agreement with legal counsel of its choice, and there will be no presumption that ambiguities will be construed or interpreted against the drafter, and no presumptions made or inferences drawn because of the inclusion of a term not contained in a prior draft or the deletion of a term contained in a prior draft. This Agreement may be executed in counterparts, each of which will be deemed an original, and all of which together constitute one and the same instrument.

- Continued on next page -

IN WITNESS WHEREOF, each of the parties has caused this Agreement to be executed by its duly authorized representative. The parties acknowledge and agree that this Agreement may be executed in counterparts and signed and transmitted electronically.

CRESTLINE SOFTWARE LLC dba/MUNIBILLING

By: _____
Kevin S. Kennedy, Chief Executive Officer

Date: _____

CUSTOMER: Borough of West Chester, PA

By: _____


Name: Sean Metrick

Title: Borough Manager

Date: 11/25/2024

Schedule A

CUSTOMER INFORMATION

- 1. Name (Entity): Borough of West Chester
- 2. Physical Address: 401 East Gay St.
West Chester PA 19380
- Mailing Address: same as above
- 3. Federal Identification Number: 23-6002957
- 4. Phone #: 610-692-7574
- 5. Fax #: 610-436-0009
- 6. Management Contact: Sean Metrick
- 7. Title: Borough Manager
- 8. Phone #: 610-692-7574
- 9. Email Address: smetrick@west-chester.com
- 10. Operations Contact: Will Williams
- 11. Title: Borough Administration
- 12. Phone #: 484-887-2761
- 13. Email Address: wwilliams@west-chester.com
- 14. Customer Accounts Payable: Accounts Payable
- 15. Title:
- 16. Phone #: 610-696-0249
- 17. Email Address: accountspayable@west-chester.com

BILLING INFORMATION

- 18. Application: Utility Billing Software Subscription
- 19. Estimated Go Live Date: N/A. Existing Customer, already Live
- 20. Agreement Term: 1 Year
- 21. Agreement Renewal: N/A
- 22. Termination: The Agreement cannot be cancelled prior to the end of the term.
- 23. # of Active Service Locations: Approximately 4,410 as of the Effective Date

- 24. Service Types: Stream Protection
- 25. Customer Billing Frequency: Annually
- 26. Training Fees (3 users, 12 hours): N/A - existing Customer
- 27. Implementation & Configuration Fees: N/A - existing Customer
- 28. Billing History Fees (2 years): N/A - existing Customer
- 29. MuniBilling Invoice Cycle: Quarterly – billed in advance
- 30. Subscription Fee per Invoice Cycle: \$4,098.60 for up to 4,500 service locations billed. Any additional service locations will be billed at \$85.00 for each 100 service location increments.
- 31. Payment Terms: Payment due thirty (30) days from invoice date

MUNIBILLING CONTACT INFORMATION

- 32. Company Name and Address: Crestline Software LLC, dba/MuniBilling
3300 Battleground Avenue
Greensboro, NC 27410
- 33. Phone: (800) 259-7020
- 34. Website: www.munibilling.com
- 35. Management Contact Larry Foster
- 36. Title: President
- 37. Phone #: 585-615-6629
- 38. Email Address: Larry.Foster@MuniBilling.com
- 39. Customer Support Email Address: Support@MuniBilling.com
- 40. Implementation Contact: _____
- 41. Title: _____
- 42. Phone #: _____
- 43. Email Address: _____

ADDITIONAL BILLING INFORMATION – If applicable

- 44. BPaaS: \$60.00/year plus \$0.31/page plus postage
Includes printing standard 8.5 x 11 statement with tear off stub, a customer return envelope, and CASS certification. A minimum fee may apply if printing less than 200 pages.
- 45. Bill Postage: Actual cost to be reimbursed by Customer
- 46. Bill Inserts: Will be quoted per job
- 47. BNaaS Fee: If utilized, \$10.00 per event plus \$0.03 per notification sent
- 48. MaaS On-line payment processing: \$130.00/month merchant fee plus 2.99% of the amount of all credit card transactions processed each month

The above fees will be billed to Customer if Customer elects to absorb these fees. Otherwise, In lieu of the 2.99%, Convenience Fees will be charged to your end use customers at the following tiered rates:

<u>Bill Amount</u>	<u>Fee</u>
\$0.1 - \$50.0	\$1.49
\$50.01 - \$100.00	\$2.94
\$100.01 - \$150.00	\$4.39
\$150.01 - \$200.00	\$5.84
\$200.00 and up	2.99%

E-checks or ACH payments by your end use customers will be charged \$1.00/transaction, regardless of the amount paid.

- 49. LaaS: N/A – not utilized
- 50. Bank and Merchant Account Fees: Any additional fees incurred, e.g., processing fees, returned check fees, lockbox fees, etc. will be passed through to Customer
- 51. Fee Increases: Upon each Agreement anniversary date, any of the fees specified above may be increased by the change in the U.S. Consumer Price Index for All Urban Consumers published by the Bureau of Labor Statistics, for the most recent preceding 12-month period for which the index is available
- 52. Retroactive Fee Adjustment: If a review of System usage reveals that the actual number of active service locations billed exceeds the pricing tier invoiced, MuniBilling may make a retroactive adjustment to correct for the amount undercharged.

Schedule B

MuniBilling's quote dated October 21, 2024 for Customer is incorporated herein by this reference.

BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

_____ Sean
Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

	Yes	No	Notes
Budget Approval			
Budget Available			
Support Complete			
Exempt Support			

Processing Initials _____

AGREEMENT

THIS AGREEMENT for services entered into this 20th day of March, 2025, by and between Univar Solutions USA LLC with an address of 200 Dean Sievers Place, Morrisville, PA 19067 ("Contractor") and the BOROUGH OF WEST CHESTER, a Home Rule municipality with its principal office at 401 East Gay Street, West Chester, Pennsylvania 19380 (hereinafter called the "Borough").

WHEREAS, the Borough has requested Contractor to supply and deliver soda ash to the Goose Creek and Taylor Run Wastewater Treatment Plants; and

WHEREAS, Contractor is qualified to and has agreed to perform such services as are more particularly described in the bidding documents for \$508.38 per ton.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **Services.**

A. Contractor will perform the services described in the Proposal which is attached to this Agreement (the "Services"). These Services shall be performed in accordance with the terms of this Agreement and the Proposal and in accordance with all regulatory requirements in effect. The scope of the Services to be performed by Contractor may be modified from time to time by an addendum to this Agreement agreed to in writing by Contractor and the Borough. Under no circumstances shall Contractor subcontract any of the Services hereunder without the prior written consent of the Borough, which consent may be withheld in the Borough's sole discretion. If the terms of this Agreement and the Proposal are inconsistent, the terms of this Agreement shall control.

B. The Contractor represents and warrants to the Borough that it is under no contractual or other restrictions or obligations which are inconsistent with the execution of this Agreement, or which will interfere with the performance of its duties.

2. **Contractor's Responsibility.**

The responsibilities of the Contractor under this Agreement are as follows:

A. The Services will be performed on behalf of and solely for the exclusive use of the Borough and for no others. The Services performed by Contractor shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the same profession and field in the same locale acting under similar circumstances and conditions.

B. The Contractor shall be and remain liable in accordance with applicable law for all damages to the Borough caused by the Contractor's negligent performance of any of the Services furnished under this Agreement or furnishing services contrary to the terms of this Agreement.

3. **Compensation.**

A. The Borough shall compensate Contractor in accordance with the rates set forth in the Proposal. Unless the Borough in good faith disputes any item on an invoice, the Borough agrees to pay Contractor's invoices within thirty (30) days of the invoice date, but no earlier than ten (10) days after the next meeting of Borough Council of the Borough of West Chester (the "Borough Council"), provided that the invoice is delivered at least ten (10) days prior to the date Borough Council meets to approve any unpaid invoices; otherwise, the invoice will be paid within ten (10) days of the next meeting of Borough Council. If Contractor determines at any time prior to the completion of its Services that the amount of its estimate for such Services will be exceeded, Contractor shall notify the Borough in writing the cause of such excess cost and of its best estimate to complete the remaining Services. The Borough shall have the right upon receipt of such estimate to: (1) increase the Contractor budget by the negotiated amount; (2) insist on completion of the Services for the price and scope originally outlined on the Appendix; or (3) agree with Contractor for a reduction in the scope of Services remaining to be performed under the Proposal, so that the total amount to be paid for the Services shall approximate the original estimate.

B. In the event that the Borough disputes any invoice submitted by Contractor it will, prior to the scheduled payment date of such invoice, advise Contractor in writing of the dispute and the cause of such dispute with a suggested resolution of the dispute if one is available.

4. **Disputes.**

All controversies or claims arising out of or related to this Agreement, or breach thereof, shall be filed in the Court of Common Pleas of Chester County, Pennsylvania. The prevailing party shall be entitled to recover its reasonable attorney fees and costs. Neither party will be responsible to the other for punitive or consequential damages including, but not limited to, loss of profit, loss of investment or business interruption.

5. **Indemnification and Insurance.**

A. Contractor, for itself and its successors and assigns, hereby agrees to reimburse the Borough for reasonable attorney fees/costs of suit that it incurs, indemnify, and hold harmless, the Borough, and its officers, supervisors, employees, attorneys, successors and assigns from and against losses, liabilities, claims, demands, causes of action, damages, costs, including reasonable attorneys' fees, and expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct on part of Contractor, its agents, employees or subcontractors in connection Contractor's performance of the services pursuant to this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Contractor, its agents, employees or subcontractors (hereinafter "Acts and/or Omissions"). These obligations contained within this Section shall survive the termination of this Agreement. Notwithstanding anything to the contrary as may be contained above, the Contractor shall reimburse the Borough for

reasonable attorney's fees/costs of suit that it incurs in defending any suits or claims attributable (as determined by a Court of competent jurisdiction) to any Acts and/or Omissions.

B. Throughout the life of this Agreement, the Contractor shall pay for and maintain in full force and effect with an insurance company(ies) admitted by the Pennsylvania Insurance Commissioner to do business in the Commonwealth of Pennsylvania and rated not less than A in Best Insurance Key rating Guide, the following policies of insurance:

- (i) Commercial general liability insurance, including property damage liability and personal injury liability of not less than \$1,000,000 for each occurrence and a \$2,000,000 minimum aggregate amount.
- (ii) Owned, hired, and non-owned Automobile bodily injury liability insurance of not less than \$500,000 for each person; \$1,000,000 each occurrence or Combined Single Limit, Bodily Injury and Property Damage of \$1,000,000, each occurrence.
- (iii) Workers' Compensation insurance for the Contractor's employees. Coverage must be in accordance with statutory requirements, including Employers Liability of not less than \$500,000; Bodily Injury for each employee of not less than \$500,000; Bodily Injury for each accident of not less than \$500,000 and Disease for each Employee of not less than \$500,000.
- (iv) Professional liability insurance covering damages to the Borough and others resulting from errors or omissions of Contractor of not less than \$2,000,000.
- (v) Umbrella Liability Insurance at a minimum limit of \$1,000,000 on a following form basis, excess of the General Liability, Automobile Liability and Employers Liability coverages. Umbrella Policies shall spell out the primary coverage to which the excess coverage shall apply.

C. All policies of commercial general liability insurance required hereunder shall name the Borough, its officers, supervisors and employees as additional insured's. Specifically, Contractor commercial general liability insurance policy shall name the Borough, its officers, agents, supervisors, elected officials and employees as an additional insured under ISO endorsement CG 20 26 07 04 or non-ISO equivalent. A copy of ISO endorsement CG 20 26 0704 is attached hereto as Exhibit "A." The Contractor's CGL insurance policy shall also afford coverage for "bodily injury" or "property damage" arising out of the "products- completed operations hazard."

D. Certificates of insurance shall state that coverage shall not be cancelled by either party except after thirty (30) days' prior written notice by U.S. certified mail, return receipt requested, to the Borough.

E. Regardless of the minimum insurance requirements herein, the Contractor shall agree to commit the Contractor's full policy limits and these minimum requirements shall not restrict the Contractor's liability or coverage limit obligations.

F. The Contractor shall furnish the Borough with certificates of insurances and the requisite endorsements for all required insurance, prior to the Borough's execution of the Agreement and the start of work.

G. All Contractor's employing mechanical digging devices or requiring blasting must procure and maintain underground and/or blasting liability insurance (XCU) for the period of time work is in progress. Limits shall be the same as required under Public Liability and Property Damage herein being specified.

H. All policies, except for Employers Liability, shall name the Borough of West Chester and their officers, agents and employees as additional insureds on a primary and noncontributory basis, including for completed operations. All policies, except for Employers Liability, shall provide a waiver of subrogation in favor of the additional insured parties, and be on a "Per Project Basis".

I. Upon notification of receipt by the Borough of a notice of cancellation, major change, modification or reduction in coverage, the Contractor shall immediately, after the effective date of a new or renewal policy, file with the Borough a copy of the required new or renewal policy and certificates for such insurance and list the Borough as additional insureds.

J. If at any time during the term of this Agreement, or any extension thereof, the Contractor fails to maintain the required insurance in full force and effect, all work under this Agreement shall be discontinued immediately, and all payments due or that may become due to the Contractor shall be withheld until acceptable replacement coverage notice is received by the Borough. Any failure to maintain the required insurance shall be sufficient cause for the Borough to terminate this Agreement.

K. If the Contractor should subcontract all or any portion of the work to be performed under this Agreement, the Contractor shall cover the subcontractor and require each subcontractor to adhere to all subparagraphs of this Insurance section, written evidence of which shall be provided to the Borough prior to commencement of work by the subcontractor. Similarly, any cancellation, lapse, reduction or change of subcontractors' insurance shall have the same impact as described above.

6. **Schedule.**

Contractor will perform the services in a manner consistent with the standard of care stated in paragraph No. 2 above and in the time period set forth in the specifications.

7. **Assignment.**

Contractor will not delegate, assign, sublet or transfer any of its obligations or interests in this Agreement without the prior written consent of the Borough.

8. **Independent Status.**

Contractor shall serve as an independent contractor to the Borough and not as its agent or employee. Should it be determined appropriate or necessary to rely on subcontractors, Contractor shall obtain written consent from the Borough. The Borough shall assign a representative authorized to act on the Borough's behalf with respect to the Services to be performed pursuant to this Agreement. The Borough or such authorized representative shall render decisions in a reasonably timely manner after alternative courses of action are presented in reasonable detail pertaining to Contractor's Services to avoid unreasonable delay in the orderly and sequential progress of Contractor's Services.

9. **Termination.**

This Agreement may be terminated in whole or in part, in writing by either party subject to the terms, definitions, conditions and remedies as set forth herein.

(1) Definitions.

- (a) Termination: To immediately discontinue rendering services hereunder.
- (b) Fault: Substantial failure of either party to fulfill its obligations under the Agreement as determined by a court of competent jurisdiction, if requested by the terminated party.
- (c) Convenience: At will of terminating party without fault of the terminated party, and without justification.

(2) Right to Terminate.

- (a) Fault of Contractor: The Borough may terminate this Agreement upon failure of Contractor to perform its obligations under the Agreement.
- (b) Fault of the Borough: Contractor may terminate this Agreement upon failure of the Borough to perform its obligations under the Agreement.
- (c) Convenience of the Borough: The Borough may terminate this Agreement at its convenience. Contractor may not terminate the Agreement for its convenience.

(3) Remedies upon Termination.

In the event of termination hereunder, the following rights and remedies shall apply:

- (a) Fault of Contractor: If termination is caused by the fault of the Contractor, then:

- (i) Subject to offset for costs incurred by the Borough to complete the scope of work as set forth in Section 3(a)(iii) below, including the costs of reasonable attorneys' fees and engineering fees, the Borough shall pay Contractor for all services and expenses rendered to the date of termination in accordance with compensation terms in the Agreement.
 - (ii) The Borough shall not pay anticipated profits or other penalties or damages.
 - (iii) Contractor shall pay the Borough all reasonable/necessary costs incurred by the Borough to complete Contractor's scope of work. Such costs may include the cost incurred by the Borough of employing another Contractor to complete such work, provided Contractor was given notice of any alleged fault and a reasonable opportunity to cure such alleged fault.
- (b) Fault of the Borough: If termination is caused by the fault of the Borough, then:
 - (i) The Borough shall pay Contractor for all authorized services and expenses rendered by Contractor to date of the termination.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.
- (c) Convenience of the Borough: In the event of termination for convenience by the Borough, then:
 - (i) The Borough shall pay Contractor for authorized services and expenses to date of termination, including the pro rata share of any fixed fee(s) to that date.
 - (ii) The Borough shall not pay for anticipated profits or other penalties or damages.
- (4) Termination of Contractor for Default Reversed.
 - (a) If, after termination for failure of Contractor to fulfill contractual obligations, it is determined by a court of competent jurisdiction or the Borough that the Contractor had not failed to fulfill contractual obligations, the termination shall be deemed to have been for the convenience of the Borough. In such event, payments to the Contractor shall be made as provided in Paragraph 3(c) of this clause.
- (5) Notice Requirements.

- (a) No termination for fault or convenience shall take place hereunder by either party, unless:
 - (i) An opportunity for consultation is afforded between the parties prior to sending the notice of termination; and
 - (ii) A notice of termination is sent to the other party in writing, at least ten (10) calendar days prior to the effective date of termination, by certified mail, return receipt requested. The termination shall be effective upon receipt of the certified mail.

(6) Obligations upon Termination.

- (a) Upon receipt of a termination action for fault or convenience as set the above, the Contractor shall:
 - (i) Promptly discontinue all affected work (unless notice directs otherwise); and
 - (ii) Deliver or otherwise make available to the Borough all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the Contractor in performing this Agreement whether completed or in process and all digital documents need to be updated to their latest software revision.
 - (iii) The Borough may take over the work and/or may award another party an Agreement to complete the work hereunder.
 - (iv) Contractor shall be prohibited from disclosing any information pertaining to the Project, including, but not limited to the name of the Borough and the name of the Project, in Contractor's advertisement and/or public relations materials without the prior written consent of the Borough.

10. **Applicable Law.**

This Agreement and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, notwithstanding any conflict-of-laws doctrines of such state or any other jurisdiction to the contrary.

11. **Nondiscrimination.**

Contractor shall comply with all applicable provisions of state and federal constitutions, laws, regulations and judicial orders pertaining to nondiscrimination and equal employment opportunity.

D. Neither the Borough nor Contractor shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other or the other's employees and agents.

E. In the event the Borough retains the services of counsel in connection with the enforcement of any rights under this Agreement, whether or not legal proceedings are instituted and whether or not the Borough formally declares default, the Borough shall be entitled to collect from Contractor all of its reasonable counsel fees and costs incurred.

F. In the event any provision of this Agreement shall be invalid or unenforceable, the remaining provisions shall be valid and binding upon the parties hereto. One or more waivers by either party of any provision, term, condition or covenant shall not be construed by the other party as a waiver of subsequent breach of the same by the other party.

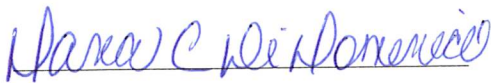
G. This Agreement is to be binding on the heirs, successors, and assigns of the parties hereto and is not to be assigned by either party without first obtaining the written consent of the other. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than the Borough and Contractor.

H. The parties acknowledge that this Agreement constitutes the entire Agreement between them and supersedes all prior representations, warranties, agreements and understandings, whether verbal or written, between the parties with respect to its subject matter.

I. Unless stated otherwise in this Agreement, this Agreement may not be modified except in writing signed by both parties.

J. The headings to this Agreement are for convenience and reference purposes only and shall not constitute a part of the Agreement.


ATTEST:



ATTEST/WITNESS:


Ileana Caballero, Municipal Specialist

BOROUGH OF WEST CHESTER

BY: 
Sean Metrick, Borough Manager

CONTRACTOR Univar Solutions USA LLC

By: 
Name: Victoria Meakim, Municipal Specialist



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Univar Solutions USA LLC	
POLICY NUMBER See Certificate Number: 570106221199			
CARRIER See Certificate Number: 570106221199	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	AUTOMOBILE LIABILITY							
A				MMT H10704856 Truckers Liability	06/07/2024	06/01/2025	Combined Single Limi	\$5,000,000
	WORKERS COMPENSATION							
A		N/A		WCUC70303735 Excess WC--CA OH OR,WA SIR applies per policy terms & conditions	06/07/2024	06/01/2025		

EXECUTED IN TRIPLICATE

Fidelity and Deposit Company of Maryland

1299 Zurich Way, Schaumburg, IL 60196-1056



PERFORMANCE BOND

BOND NO. 9473928

KNOW ALL MEN BY THESE PRESENTS:

That UNIVAR SOLUTIONS USA LLC (hereinafter called Principal), as Principal and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Illinois with its Home Office in the City of Schaumburg, Illinois, and duly authorized and licensed to do business in the State of PA (hereinafter called Surety), as Surety, are held and firmly bound unto BOROUGH OF WEST CHESTER (hereinafter called Owner), in the full and just sum of One Hundred One Thousand Six Hundred Seventy Six and 00/100 Dollars (\$ 101,676.00), to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 21st day of March, 2025.

WHEREAS, the Principal has entered into a certain written agreement, dated the 20th day of March, 2025, with the Owner for Supply and Deliver Soda Ash to the Goose Creek and Taylor Run Wastewater Treatment Plants which agreement is or may be attached hereto for reference.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That, if the Principal shall well and truly perform and carry out the covenants, terms and conditions of said agreement, then this obligation to be void; otherwise to remain in full force and effect.

PROVIDED, HOWEVER, that the term of this bond shall be for the period from April 1st, 2025 through March 31st, 2026, and any annual extensions of this bond shall be executed via Certificate of Continuation. The failure of the Surety to extend this bond at any annual bond anniversary shall not in itself be the basis for a claim against the bond. Any and all claims by the Obligee shall be reimbursed by the Surety on the basis of reasonable, actual costs incurred of takeover by the Obligee. The Obligee, with the acceptance of this bond, acknowledges that the provision and conditions of this bond are specifically incorporated in the Contract as an amendment thereto and that the language of this bond shall supersede and preempt any Contract language to the contrary. Surety may cancel this bond at any time, without notice or demand, for failure to pay premium, collateral or other amounts due under this bond. Regardless of the number of extensions of this bond, the aggregate liability of the Surety is limited to the penal amount and shall not be cumulative.

No right of action shall accrue on this bond to or for the use of any person, governmental entity or corporation other than the Obligee. Any suit under this bond must be instituted before the expiration of one (1) year from the first occurrence date of any event that forms the basis for the material service default underlying the Conditions Precedent unless such limitation is prohibited by the law controlling the construction hereof, such limitation shall be deemed to be amended so as to be the minimum period of limitation permitted by such law.

Signed and sealed on March 21st 2025



ATTEST:

DocuSigned by:

Victoria Mearim

A297A0D8F27A4A3...

Victoria Mearim (If Corporate)

UNIVAR SOLUTIONS USA LLC

DocuSigned by:

Jumoke Onibokun

CC89C534863C466...

Jumoke Onibokun, Assistant Secretary

ATTEST:

DocuSigned by:

Kevin Ardon

34EF1C4D40D341B...

Kevin Ardon

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

DocuSigned by:

Misty Wright

919047DF5BFF40E...

By

Misty Wright, Attorney In Fact



**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Christopher Nolan, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Gina A. RODRIGUEZ, Donna L. WILLIAMS, Vanessa DOMINGUEZ, Terri L. MORRISON, Andrea M. PENALOZA, Lisa A. WARD, Amanda GEORGE, Misty WRIGHT, Lupe TYLER, Jennifer MOORE** of Houston, Texas, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York, the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 24th day of January, A.D. 2025.



ATTEST:
**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**

By: *Christopher Nolan*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 24th day of January, A.D. 2025, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Christopher Nolan, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Genevieve M. Maison
Notary Public
My Commission Expire January 27, 2029



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 21st day of March, 2025.



MJ Pethick

Mary Jean Pethick
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
reportsfclaims@zurichna.com
800-626-4577

Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790



ADDENDUM
Electronic Seals Approved for Surety Bonds

To ensure business continuity during the COVID-19 pandemic, Zurich American Insurance Company and its related companies authorize their Attorneys-in-Fact within all 50 U.S. States, territories and possessions, to affix an electronic seal to all bond documents as if it were a raised corporate seal.

Effective this 2nd day of April, 2020.

Zurich American Insurance Company
Fidelity and Deposit Company of Maryland
Colonial American Insurance Company

A handwritten signature in black ink, appearing to read 'R. Murray', is written above a horizontal line.

Robert D. Murray
Executive Vice President
Head of Surety



THE FIDELITY AND DEPOSIT COMPANY

OF MARYLAND
1299 Zurich Way Schaumburg, IL 60196

Statement of Financial Condition As Of December 31, 2023

ASSETS	
Bonds.....	\$ 185,599,944
Stocks.....	17,844,130
Cash and Short-Term Investments.....	16,050,471
Reinsurance Recoverable.....	77,886,252
Federal Income Tax Recoverable.....	0
Other Accounts Receivable.....	3,369,205
TOTAL ADMITTED ASSETS.....	\$ 300,750,002
 LIABILITIES, SURPLUS AND OTHER FUNDS	
Reserve for Taxes and Expenses.....	\$ 480,301
Ceded Reinsurance Premiums Payable.....	43,278,637
Remittances and Items Unallocated.....	868
Payable to parents, subs and affiliates.....	36,355,555
Securities Lending Collateral Liability.....	0
TOTAL LIABILITIES.....	\$ 80,115,362
Capital Stock, Paid Up.....	\$ 5,000,000
Surplus.....	220,634,640
Surplus as regards Policyholders.....	220,634,640
TOTAL.....	\$ 300,750,002

Securities carried at \$78,634,211 in the above statement are deposited with various states as required by law.

Securities carried on the basis prescribed by the National Association of Insurance Commissioners. On the basis of market quotations for all bonds and stocks owned, the Company's total admitted assets at December 31, 2023 would be \$289,024,276 and surplus as regards policyholders \$208,908,914.

I, LAURA J. LAZARCZYK, Corporate Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing statement is a correct exhibit of the assets and liabilities of the said Company on the 31st day of December, 2023.

Digitized by
Laura J. Lazarczyk
12/31/2023 10:24 AM

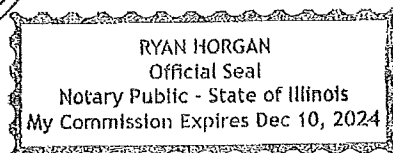
Corporate Secretary

State of Illinois }
City of Schaumburg } SS:

Subscribed and sworn to, before me, a Notary Public of the State of Illinois, in the City of Schaumburg, this 15th day of March, 2024.

Ryan Horgan

Notary Public



BOROUGH OF WEST CHESTER



PURCHASE ORDER REQUEST

TO:

FROM:

SUB: PURCHASE ORDER REQUEST

DATE:

IT IS REQUESTED THAT A PURCHASE ORDER BE ISSUED TO:

Vendor

Contact

Address

Phone

Email

Fax

Justification

TOTAL AMOUNT TO BE PAID:

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

SHIP TO:

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

BILL TO:

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

SHIP METHOD & PRICING

QUOTATION NUMBER

PAYMENT TERMS

TAX STATUS

TAX EXEMPT – REFER TO ATTACHED TAX EXEMPT FORM

Authorized Department Manager

Date

Sean Metrick, Borough Manager

Date

Account # _____

P.O. RECEIVED _____

MAT. RECEIVED _____

P.O. FORWARDED _____

FINANCE DEPARTMENT ONLY

	Yes	No	Notes
Budget Approval			
Budget Available			
Support Complete			
Exempt Support			

Processing Initials _____

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

Date	Invoice
01/31/2025	DR-42685
Account	
BOROUGH OF WEST CHESTER	

Terms	Due Date		PO#
Net 10 Days	02/10/2025	4772	Semi-Annual Billing for January through July

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

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



We have prepared a quote for you

DRaaS Expansion

Quote # JC000225
Version 5

Prepared for:

BOROUGH OF WEST CHESTER

William Mann
wmann@west-chester.com

Products

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

Subtotal: \$1,240.00

Semi-Annual Cost

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

Semi-Annual Subtotal: \$16,596.00

Subtotal: \$16,596.00



PA COSTARS Member Number: 001-029

DRaaS Expansion



Prepared by:

Watchkeep

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

Prepared for:

BOROUGH OF WEST CHESTER

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

Quote Information:

Quote #: JC000225

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

Quote Summary

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

Semi-Annual Expenses Summary

Description	Amount
Semi-Annual Cost	\$16,596.00
Semi-Annual Total:	\$16,596.00

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

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

Master Service Agreement (MSA)

Service Attachment for Managed Services

Service Attachment for BDR Services

Service Attachment for Cloud Services

Data Processing Agreement

Schedule of Third Party Services



Watchkeep

BOROUGH OF WEST CHESTER

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

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

GOOD FELLOWSHIP CLUB OF CHESTER COUNTY

600 Montgomery Avenue
 P.O. Box 361
 West Chester, PA 19381-0361
 USA

Voice: (610) 431-3132
 Fax: (610) 840-0415

INVOICE

Invoice Number: 2025CONT.062025
 Invoice Date: Apr 9, 2025
 Page: 1

Duplicate

Bill To:
Borough of West Chester 401 E Gay Street West Chester, PA 19380

Ship to:
Borough of West Chester 401 E Gay Street West Chester, PA 19380

Customer ID	Customer PO	Payment Terms	
BOROUGHOFWESTCHESTER			
Sales Rep ID	Shipping Method	Ship Date	Due Date
	Courier		6/1/25

Quantity	Item	Description	Unit Price	Amount
		HALF OF 2025 WEST CHESTER BOROUGH CONTRIBUTION		86,763.21
Subtotal				86,763.21
Sales Tax				
Total Invoice Amount				86,763.21
Payment/Credit Applied				
TOTAL				86,763.21

Check/Credit Memo No:

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 _____



(856) 488-4499

Invoice

Invoice # IN2226495.1
Date 03/26/2025
Terms Net 30
Due Date 04/25/2025
Customer # C34105
PO # Email Approval Attached
Sales Rep Miller, Stephen L
Sales Order SO2021493

Bill To

WEST CHESTER FIRE DEPT
 401 EAST GAY STREET
 WEST CHESTER PA 19382
 United States

Ship To

FAME FIRE COMPANY
 200 E. ROSEDALE AVENUE
 WEST CHESTER PA 19382
 United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	6		0	\$316.25	\$1,897.50
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8		0	\$316.25	\$2,530.00
DP18CC (BLUE)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in BLUE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	8		0	\$316.25	\$2,530.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	10		0	\$316.25	\$3,162.50

Wire/ ACH:
 Routing#: 121000248
 Acct#: 4865475180
 Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
 Please include Customer# and Invoice#

Please call us for invoice questions:
 1-877-MES-FIRE (1-877-637-3473)

Remittance Slip

Customer C34105 FAME FIRE COMPANY (PA)
Invoice # IN2226495.1
Amount Due \$29,968.75
Amount Paid _____

Make Checks Payable To

MES SERVICE COMPANY LLC
 PO BOX 851792
 MINNEAPOLIS, MN 55485-1792



IN2226495.1



Invoice #

IN2226495.1

Date

03/26/2025

(856) 488-4499

Invoice

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
DP18CC (YELLOW)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in YELLOW *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	16		0	\$316.25	\$5,060.00
DP30Y-25-ARN	DJ 3" Yellow X 25' ALUM 2.5" NH MATEX ICON - All polyester double jacket rubber lined attack hose 3.0" X 25' in YELLOW (2.5" Couplings) *** Stenciling, "WCFD - 51" *** FIRST WEST CHESTER ORDER	1		0	\$241.25	\$241.25
MATEX HOSE	DP18CC(GREEN)-50-ARN Custom MATEX HOSE MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in GREEN *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	24		0	\$316.25	\$7,590.00
DP18CC (ORANGE)-50- ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in ORANGE *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	16		0	\$316.25	\$5,060.00
DP18CC (RED)-50-ARN	1.88" CC COLOR X 50' ALUM NH MATEX Cobra Combat, All polyester double jacket rubber lined attack hose 1.88" X 50' in RED *** Stenciling, "WCFD - 52" *** GOODWILL ORDER	6		0	\$316.25	\$1,897.50



IN2226495.1



(856) 488-4499

Invoice

Invoice #

IN2226495.1

Date

03/26/2025

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
+	COSTARS - 012-E23-337 Emergency Responder Equipment and Supplies Effective 02/16/2023 through 02/16/2025 For Questions Contact Sales Rep. Stephen Miller, 610-662-9643 smiller@mesfire.com					

Thank you!
Stephen Miller

Subtotal	\$29,968.75
Shipping Cost	\$0.00
Tax Total	\$0.00
Total	\$29,968.75
Amount Due	\$29,968.75

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
 Custom orders are not returnable.
 All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

PLEASE NOTE OUR REMITTANCE ADDRESS HAS CHANGED AND CHECKS WILL BE RETURNED IF NOT SENT TO THE ONE ON THE REMITTANCE SLIP.



IN2226495.1