



**JENKINTOWN BOROUGH COUNCIL
PUBLIC MEETING**

**Monday, November 25th, 2024
7:00 P.M.**

**700 Summit Avenue, Jenkintown Pennsylvania
(Also - Live Streamed via ZOOM to the Borough Facebook Page)
DRAFT AGENDA**

- 1. Call to Order**
- 2. Pledge of Allegiance**
- 3. Roll Call**
- 4. Approval of Minutes – September 25th, October 22nd.**
- 5. Approval of Payrolls dated October 31st & November 14th in the amount of \$213,934.20 and invoices totaling \$401,844.59. Councilor D. Ballard**
- 6. Public Comment**

Presentation: Valley Forge Tourism & Convention Board

Hearing: Condition Use Hearing - 459/471 Old York Road LLC

Reports

- | | |
|-----------------------------------|----------------------------------|
| 7. Engineer's Report | Khal Hassan P.E., Pennoni |
| 8. Public Works Department | Foreman K. (Jim) Riggins |
| 9. Solicitor's Report | Solicitor P. Hitchens |
| 10. Mayor's Report | Mayor G. Lerman |
| 11. Police Chief's Report | Chief of Police T. Scott |
| 12. Manager's Report | Borough Manager G. Locke |

ORDER OF BUSINESS

- 1. Conditional Use Application - 459/471 Old York Road LLC** **President J. Conners**
Motion:
- 2. Act 49 of 2024 – Purchase of Uniform Pension Service Credit** **Councilor D. Ballard**
Motion: I make a motion to adopt and enact ACT 49 of 2024 allowing the eligible uniform employees to purchase prior service credit in the Borough pension plan.
- 3. 2025 Borough Budget – Permission to advertise.** **Councilor D. Ballard**
Motion: I make a motion to publicly advertise for adoption, the 2025 Borough Budget as presented.
- 4. TRAN - Tax Relief Anticipation Note** **Councilor D. Ballard**
Motion: I make a motion to approve taking a tax relief anticipation note in the amount of \$350,000.
- 5. WaterWorth Sewer System Management Software** **Councilor D. Ballard**
Motion: I make a motion to approve the contract with WaterWorth Sewer Management Software for the annual fee of \$5,500.
- 6. T2 Mobile Parking Enforcement Software & Devices** **Councilor C. Soltysiak**
Motion: I make a motion to approve purchase of T2 Mobile Parking Enforcement Software and (2) Devices in the amount of \$_____.
- 7. Short-Term Property Rental Ordinance** **Councilor J. Bruno**
Motion: I make a motion to advertise for adoption the Short-Term Property Rental Ordinance.
- 8. 2024 Road Paving Project - Payment - Contract #24-07** **Councilor D. Sines Pancoe**
Motion: I make a motion to make final payment to Glasgow Paving in the amount of \$_____, as per the Borough Engineer's recommendation.
- 9. Parking Ordinance 172 – Permission to Advertise** **Councilor D. Sines Pancoe**
Motion: I make a motion to advertise for adoption Parking Ordinance 172 Article III 172-20/27 and Article III 172-28/34.
- 10. Paving Repair to Town Square and Municipal Parking Lots** **Councilor D. Sines Pancoe**
Motion: I make a motion to approve the paving repairs by P&M Construction in the amount of \$4,360.

NEW BUSINESS AND DISCUSSION

ADJOURNMENT

RECEIVED

SEP 27 2024

BOROUGH OF JENKINTOWN

ADDENDUM TO CONDITIONAL USE APPLICATION

Jenkintown Borough

Applicant: 459-471 Old York Road, LLC
10063 Sandmeyer Lane
Philadelphia, PA 19116

Owner: Same as Applicant

Subject Property: 459-471 Old York Road
Jenkintown, PA
TMP: 10-00-05524-001; 10-00-05520-00-5; 10-00-05516-00-9

Attorney: Matthew J. McHugh, Esquire
Leonard B. Altieri, III, Esquire
KLEHR HARRISON HARVEY BRANZBURG. LLP
1835 Market Street, Suite 1400
Philadelphia, PA 19102
mmchugh@klehr.com/laltieri@klehr.com
215-569-1662/215-569-4364

Relief Requested:

1. A conditional use from Section 181-49(B)(1) of the Borough of Jenkintown Zoning Ordinance (the "Zoning Ordinance") to permit an "Apartment Building" on proposed Lot 1 of the Subject Property within the NCR Neighborhood Commercial Residential District.

Summary of Application

The Applicant is the owner of the Subject Property, which consists of three separate parcels located at 459-471 Old York Road at the intersection of Old York Road and Cherry Street. The Applicant proposes to consolidate the parcels and then subdivide to create two new lots. The existing building located closest to the intersection will be demolished and proposed Lot 1 will be redeveloped as 4 story, mixed-use, 40 unit Apartment Building. The existing mixed-use building at 471 Old York Road will remain on proposed Lot 2. Lot 1 will consist of 25,372 square feet, and Lot 2 will consist of 3,057 square feet.

The ground floor of the apartment building will consist of 3,434 square feet of commercial space with frontage along York Road. The remainder of the ground floor will consist of 48 covered parking spaces. The roof of the covered parking area will contain an approximately 6,000 square foot amenity area for the apartment building residents. Floors 2-4 of the apartment building will contain the 40 residential units. The proposed unit mix for the apartment building is as follows: 3 studio units, 33 1-Bedroom units and 4 2-bedroom units. 30 of the 33 1-Bedroom units are proposed to have a den at this time. The footprint of the residential portion (floors 2-4) of the apartment building is only 15,402 square feet and does not span the entirety of Lot 1.

An Apartment Building is permitted by conditional use in the NCR-Neighborhood Commercial Residential District pursuant to Section 181-49(B)(1) of the Borough of Jenkintown Zoning Ordinance. The Applicant previously obtained zoning relief for the project as set forth in that certain Stipulation and Settlement Agreement dated August 23, 2024 by and between the Applicant, the Borough and the Zoning Hearing Board (the “Settlement Stipulation”)

In connection with this Application, the Applicant has submitted the following depicting the proposed redevelopment: (1) a Zoning Plan prepared by Holmes Cunningham Engineering and dated October 6, 2022, last revised August 19, 2024; and (2) Architectural Renderings prepared by Brommer Architects, LLC; and (3) the Settlement Stipulation.

The Applicant will present evidence at the conditional use hearing establishing compliance with the specific conditional use criteria set forth in Section 181-99 of the Zoning Ordinance, as outlined below, as well as the specific conditional use criteria for an “Apartment Building,” set forth in 181-49(B)(1) and 181-54(B) of the Zoning Ordinance except for those requirements where the Applicant has already obtained zoning relief as set forth in the Settlement Stipulation.

Legal Standard

The Applicant will demonstrate compliance with the general conditional use standards and criteria set forth in the 181-99 of the Zoning Ordinance as follows:

1. The development of the Subject Property will not be in serious conflict with other Borough ordinances or state or federal laws or regulations that the Borough Council has clear knowledge of.
2. The development of the Subject Property will be generally consistent with the adopted Comprehensive Plan.
3. The proposed development of the Subject Property will not result in or significantly add to a serious traffic hazard or serious traffic congestion.
4. The proposed development of the Subject Property will not create a significant public safety hazard, including fire, toxic or explosive hazards.
5. The proposed development of the Subject Property will involve adequate site design methods, including evergreen screening, setback, berming and traffic control, to avoid serious negative influences on adjacent uses.

Conclusion

At the hearing on this matter, the Applicant will present sufficient credible testimony and evidence to support its entitlement to the conditional use approval.

BOROUGH OF JENKINTOWN

~~SUBDIVISION/LAND DEVELOPMENT~~ APPLICATION
CONDITIONAL USE

Date Submitted _____

Name of Development _____
Address/Location 459-471 Old York Road, TMP: 10-00-05524-001; 10-00-05520-00-5; 10-00-05516-00-9

Name, Address & Phone No. of:
Applicant 459-471 Old York Road, LLC 10063 Sandmeyer Lane, Philadelphia, PA 19116
Land Owner Same as Applicant.
Equitable Land Owner _____

Title of Plan Submitted 459-471 Old York Road, Zoning Plan

Plan Type: Land Development _____ Minor Land Development _____ Subdivision _____ Conditional Use X

Plan Status: Sketch _____ Preliminary _____ Final _____ N/A

Plan Dated October 6, 2022 last revised, August 19, 2024

Name, Address & Phone No. of:
Engineer Holmes Cunningham 401 E. Butler Ave, Unit 5, Doylestown, PA 18901
Architect _____
Attorney Matthew J. McHugh, Esquire & Leonard B. Altieri, III, Esquire, Klehr Harrison Harvey Branzburg, LLP 1835 Market Street, Suite 1400 Philadelphia, PA 19103

Zoning District (s) NCR Block & Unit No. _____

Tract Area in Acres _____ No. of Proposed Lots/Bldgs. 1 Building (Three lots to be reverse subdivided into two.)

Give brief narrative of proposed use of land/buildings. Commercial applications include building square footage and specific uses; residential applications include number of lots and amount of dwelling unit types: See attached Addendum.

Tenure: Sale _____ Rent X Condominium _____ Unknown _____

State any requirements of the Zoning Code and Subdivision and Land Development regulations that are not complied with and reason for noncompliance: See attached Addendum.

The undersigned hereby makes application for approval of plan type indicated above, under provisions of the Code of The Borough of Jenkintown, Chapter 160, and any supplements and amendments thereto.

Matthew J. McHugh
(Signature of Applicant)
Attorney

Matthew J. McHugh
(Signature of Land Owner)
Attorney

OVER

Application is complete and accepted by _____ Date _____
FEE _____ Receipt # _____

Twenty (20) copies of the Plan must be submitted with this application. Additional copies may be needed if major revisions are required. Plan size should be no larger than 24" x 36".

NOTE: FAILURE TO FULLY COMPLETE THE APPLICATION COULD BE CAUSE FOR ITS REJECTION.



MEMORANDUM

TO: Jenkintown Borough Council
George Locke, Borough Manager

FROM: Jenkintown Borough Planning Commission

DATE: 18 November 2024

RE: 459/471 York Road – Conditional Use

To whom it may concern,

The Jenkintown Borough Planning Commission (PC) met at our regularly scheduled public monthly meeting on 15 October 2024. During this meeting, the PC reviewed a proposed Conditional Use application under consideration for a new mixed-use development comprised of 48 one- and two-bedroom dwelling units and ground floor retail fronting onto York Road. A prior version of the project had previously been before the Planning Commission with no street-fronting commercial presence. At that time, the PC declined to support the application. The redesigned project was presented to the Planning Commission as by-right, requiring no further zoning relief to address matters such as height, parking, property-line setbacks, etc.

Mixed-use development in the Borough's Neighborhood Commercial Residential district is essential to Jenkintown's Long-Range plan. As stated in [Section 181-48 of the Borough's Zoning Code](#), development within the Neighborhood Commercial Residential district should encourage mixed-use development that encompasses commercial, office and residential uses in conformance with the Borough's economic development goals and the following objectives:

- *Encourage economic development opportunities along specific portions of York Road which will act as buffers between the more intense auto-oriented uses of the Gateway Commercial District and the smaller pedestrian-friendly areas of the Town Center District.*
- *Provide opportunities for new residential development that enhances the York Road streetscape and is supportive of the Borough's commercial development.*
- *Maintain and enhance the existing community character of Jenkintown Borough.*
- *Encourage pedestrian connections within and between properties in the District and throughout the Borough.*
- *Improve the York Road streetscape by requiring that parking be contained in a parking structure or consolidated among uses to the rear/side of the properties.*
- *Provide design standards that ensure new buildings, additions and renovations are consistent with and enhance the surrounding streetscape.*

- *Assure suitable design to protect the character and property values of adjacent and nearby neighborhoods.*
- *Encourage commercial development that enhances the Borough's downtown core from an architectural and design standpoint.*

The proposed development at 459/471 York Road meets some of these objectives by providing a mixed-use primarily residential building with ground-level commercial space that fronts York Road. As such, the Conditional Use request under review is solely for the purpose of allowing apartments, a use which is specifically provisioned for in the zoning code and 2035 Long Range Plan.

At our 15 October 2024 public meeting, the Planning Commission voted unanimously to recommend approval of the Conditional Use request for 459/471 York Road.

But while the proposed project is, *prima facie*, exactly the kind of development envisioned for this location in the Borough's 2035 Long Range Plan, the devil will be in the details in terms of its overall success in meeting all of the above objectives, particularly those related to improving the streetscape and enhancing the existing community character of Jenkintown Borough. With that said, the Planning Commission would like to encourage Borough Council to work with the applicant to provide for the following provisions.

Strongly encourage storefront entrances from York Road. The applicant was unwilling to commit to the location of entrances for ground-level commercial. The Planning Commission strongly encourages storefronts that open directly to York Road to help foster an attractive ground-level streetscape in keeping with the Borough's historic commercial fabric. We want to encourage more activation of the York Road streetscape, not less. The Planning Commission's support for the project is conditional on this factor.

Ensure an enhanced streetscape for neighbors and pedestrians on Johnson and Cherry Streets. Similarly, the project involves long stretches of ground-level garage on Cherry and Johnson Streets. The Planning Commission would like to encourage ways to make these stretches more appealing for residents and pedestrians. The applicant mentioned a screen – what is this screen? Is there an opportunity for something engaging and visually interesting rather than simply a long stretch of views into a parking garage?

Provide for a consistent streetscape with the Borough's Town Center district. Carrying this theme of neighbor and pedestrian experience forward, the Planning Commission further strongly encourages the following improvements to the streetscape:

- Carry the Borough's Town Center paving and streetscape design to the frontage at 459/471 York Road, including in-grade street trees.
- Encourage in-grade street trees on Cherry Street and Johnson Street.

Meet and exceed the Borough's modest design standard requirements. The Planning Commission encourages the applicant to utilize a high-quality palette of materials that is equally applied to all facades of the building. Furthermore, the Borough's design standards state the following regarding quality and historic character of façade materials: "New infill development shall generally employ building types that are compatible to the historic architecture of the area in their massing and external treatment."

Recent projects in the Borough have not always lived up to this standard and it is up to all of us to hold applicants accountable for ensuring that proposals are up to the Borough's design standards and public meeting discourse. The Planning Commission encourages all members of Borough Council to review [Section 181-54 Design Standards of Neighborhood Residential Commercial District](#) and to use these requirements

to demand a higher level of quality in the built environment in Jenkintown, so that new buildings are as beloved by future generations as the Borough's historic structures are by residents today.

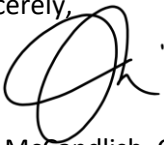
To expand on this further, historic larger buildings in Jenkintown tend to be a single high-quality façade material, typically masonry, that is applied equally on all elevations. Think of the Center Building (215 York), Jenkintown Bank and Trust (400 York), the original Strawbridge & Clothier Building (610 York), or the Borough's many stately houses of worship that front York Road. These are large buildings with refined and elevated material approaches that are variably applied to the entire building, with ornamentation and depth at windows and entrances and a roofline that meets the sky with articulation via cornice, mansard roof, crenelation, or other architecturally appropriate resolution. Another less lofty example is Greenwood Terrace, an older modest apartment building in the Borough's Residential District that employs a single material approach (brick masonry) and an articulated cornice to blend into its environment and reflect the Borough's architectural and material fabric.

The 'historic collage' approach that is a signature of recent development proposals before the PC bear no actual resemblance to historic structures in Jenkintown and reflects more of a Value Engineering-driven approach toward design than one in keeping with the tradition of construction in the Borough's historic center. Furthermore, the Planning Commission often sees palettes through renderings that change over the course of construction, sometimes drastically, as has been the case with 821 Homestead Road.

As this proposal makes its way through Land Use, we would encourage everyone in the chain of review – Planning Commission, Design Review Board, Borough Council, etc. – to hold the applicant to a standard in line with the historic built environment in Jenkintown. Higher quality design and materials will lead to more durable, beloved, longer-lasting structures. This, in turn, creates a more sustainable and economically resilient built environment for the future. To the applicant, we would offer the above guidance and reference buildings as inspiration for your ongoing work in developing the design of this new addition to Jenkintown's historic commercial corridor.

The Planning Commission provides feedback based on an application's suitability and compatibility with the Borough's long-range plan. As such, Planning Commission review is not intended to be comprehensive, and presumes the proposed design meets all applicable codes and standards pertaining to building, fire, health, safety, and accessibility.

Sincerely,



Jon McCandlish, Chair

Jenkintown Borough Planning Commission

COPY: Jenkintown Borough Planning Commission

Lucinda Bartley

Eric Horowitz, Secretary

Jon McCandlish, Chair

Shari Neidich

Peter Van Do

Phil Zimmerman



Jenkintown Police Department

Jenkintown, Pennsylvania

Phone: (215) 884-1202
Fax: (215) 885-3059

Chief Thomas M. Scott

700 Summit Avenue
Jenkintown, PA 19046

MONTHLY REPORT OF POLICE ACTIVITY

October 2024

The following information is offered for your information, review, and questions, if any. In accordance with our Records Management System, Montgomery County EOC dispatched and Jenkintown Borough Police Department handled 1013 calls for service. The attached Calls for Service report describes the various calls for service and how many responses our officers handled.

NOTABLE ACTIVITY

- We participated in the second Parking Meeting on November 7th. This meeting was to address parking permits and finish discussing other issues from the parking ordinance. We also confirmed the start of transition to Park Mobile for all Parking Payment Zones. All meters have been removed and signs have been posted. The kiosks have been turned off and will be removed in the future.
- We want to thank our Parking Enforcement personnel for being diligent and being informative/supportive to all residents and visitors to the Borough. They are working to assist the Borough in improving the ordinance and update our system to make it more accessible
- The DCED presented their Cost to Benefit analysis for the Police Department at a November 13th public meeting. There are serious concerns about the facts and data presented regarding the sustainability of the Police Department. More discussions will occur with Council.
- We participated in the first annual Trunk or Treat event on Johnson Street. By all accounts it was a successful event. Special thanks to our Parking Enforcement and Administrative Assistant for dressing in costume cheering on the EAGLES through our theme decorations of our police vehicle.
- Chief Scott continues to work with the Borough Administration assisting in the payroll process, contract negotiations, and to resolve pending grievances and other pending legal matters. He also has been working through the budget process and participating in the public budget meetings.
- The speed signs on Summit Ave are producing data for our Traffic Engineer to produce a plan for a pedestrian crossing at the location of Summit and Wyncote Rd.
- We presented three policies last month for the Council and Mayor to review. The same policies were presented to the PBA for consideration and feedback since they involve discipline and code of conduct. Additional policies will be communicated by the end of the year.
- We will be conducting our mandatory defensive tactics/control tactics and Taser training in the months of November and December. IN addition, Axon Enterprises is voluntarily replacing all of our Taser 7's because of a mechanical flaw they identified. We have experienced the malfunction in one of our Tasers and it was fixed without issue upon receipt back in 2023. We will issuing the new Tasers to all the officers in the next few weeks.
- Ofc. Tuffy completed the Executive Leadership section of the FBI LEEDA Trilogy. He is looking forward to completing the Supervision Leadership and Command Leadership sections in the



Jenkintown Police Department

Jenkintown, Pennsylvania

Phone: (215) 884-1202
Fax: (215) 885-3059

Chief Thomas M. Scott

700 Summit Avenue
Jenkintown, PA 19046

next few months. Ofc. Culbreath is completing the Advanced Crisis Intervention Training this week. That will bring the total number of officers to complete the two classes to five.

- We have received our final invoice from Axon Enterprises and will be submitting for the last reimbursement from PCCD Grant (LLEG).
- We will be updating the Crime Statistics on the Borough Website on a more regular basis. We have posted the statistics up to an including 2023.
- The School District has signed a contract to have an officer present during all home basketball games for safety and security of the large gatherings.

JENKINTOWN POLICE DEPARTMENT

Pennsylvania Crash Statistical Report

From Date:10/01/2024 To Date:10/31/2024

ACCIDENT CLASSIFICATION						
REPORTABLE ACCIDENT 0	NON-REPORTABLE 19		HIT & RUN 1		TOTAL CRASH REPORTS 19	
TIME OF THE ACCIDENT KILLED INJURED						
0001-0600 1	0601-1200 6	1201-1800 9	1801-2359 3	INTERSECTION 4	FATALITIES 0	INJURIES 0
DAY OF THE WEEK						
SUNDAY 0	MONDAY 3	TUESDAY 4	WEDNESDAY 3	THURSDAY 4	FRIDAY 4	SATURDAY 1
TYPE OF ROAD SYSTEM						
0	01 INTERSTATE (NOT TURNPIKE)		0	05 TURNPIKE (EAST/WEST)		
0	02 STATE HIGHWAY		0	06 TURNPIKE SPUR		
0	03 COUNTY ROAD		0	07 PRIVATE ROAD		
0	04 LOCAL ROAD OR STREET		0	09 OTHER / UNKNOWN		
AGE & SEX OF DRIVERS						
2	MALES 17-20		0	FEMALES 17-20		
2	MALES 21-30		8	FEMALES 21-30		
1	MALES 31-40		2	FEMALES 31-40		
5	MALES 41-50		1	FEMALES 41-50		
0	MALES 51-60		0	FEMALES 51-60		
3	MALES 61+		10	FEMALES 61+		
CRASH DESCRIPTION						
1	00 NON-COLLISION		0	06 SIDESWIPE (OPPOSITE DIRECTION)		
2	01 REAR END		1	07 HIT FIXED OBJECT		
0	02 HEAD ON		1	08 HIT PEDESTRIAN		
6	03 BACKING		0	98 OTHER		
2	04 ANGLE		2	99 UNKNOWN		
3	05 SIDESWIPE (SAME DIRECTION)					

JENKINTOWN POLICE DEPARTMENT

Pennsylvania Crash Statistical Report

From Date:10/01/2024 To Date:10/31/2024

DRIVER ACTION			
1	00 NO CONTRIBUTING ACTION	0	18 DRIVING ON THE WRONG SIDE OF THE ROAD
0	01 DRIVER WAS DISTRACTED	0	19 MAKING IMPROPER ENTRANCE TO HIGHWAY
0	02 DRIVING USING HAND HELD PHONE	0	20 MAKING IMPROPER EXIT FROM HIGHWAY
0	03 DRIVING USING HANDS FREE PHONE	2	21 CARELESS PARKING/UNPARKING
0	04 MAKING ILLEGAL U-TURN	0	22 OVER/UNDER COMPENSATION AT CURVE
1	05 IMPROPER/CARELESS TURNING	0	23 SPEEDING
0	06 TURNING FROM WRONG LANE	0	24 DRIVING TOO FAST FOR CONDITIONS
0	07 PROCEEDING W/O CLEARANCE AFTER STOP	0	25 FAILURE TO MAINTAIN PROPER SPEED
0	08 RUNNING STOP SIGN	0	26 DRIVER FLEEING POLICE (POL CHASE)
0	09 RUNNING RED LIGHT	1	27 DRIVER INEXPERIENCED
0	10 FAILURE TO RESPOND TO OTHER TRAFFIC CONTROL DEVICE	0	28 FAILURE TO USE SPECIALIZED EQUIPMENT
0	11 TAILGATING	0	29 RACING
0	12 SUDDEN SLOWING/STOPPING	0	31 TEXTING/TYPING ON ELECTRONIC DEVICE
0	13 ILLEGALLY STOPPED ON ROAD	0	32 DIALING
3	14 CARELESS PASSING OR LANE CHANGE	0	33 GPS NAVIGATION ERROR
0	15 PASSING IN NO PASSING ZONE	0	92 AFFECTED BY PHYSICAL CONDITION
0	16 DRIVING THE WRONG WAY ON 1-WAY STREET	4	98 OTHER IMPROPER DRIVING ACTIONS
1	17 CARELESS OR ILLEGAL BACKING ON ROADWAY	3	99 UNKNOWN
DRIVER CONDITION			
0	00 APPARENTLY NORMAL	0	04 FATIGUE
0	01 HAD BEEN DRINKING	0	05 ASLEEP
0	02 ILLEGAL DRUG USE	0	06 MEDICATION
0	03 SICK		



JENKINTOWN POLICE DEPARTMENT

Calls for Service
Year 2024 October

Code	Call for Service	Totals
0450	AGGRAVATED ASSAULT ON LEO	1
0510	BURGLARY	2
0610	THEFT	4
0614	THEFT FROM VEHICLE (INSIDE)	2
0616	THEFT OF BICYCLE	1
0619	THEFT ALL OTHERS	1
0800	SIMPLE ASSAULT	1
1130	FRAUD ALL OTHERS	4
1711	SEX OFFENSE ALL OTHERS	1
1810	DRUG POSSESSION OFFENSE	1
1850	OVERDOSE	1
2040	FAMILY OFFENSES - DOMESTIC	1
2450	NOISE COMPLAINT	7
2654	DISTURBANCE	11
2656	THREATS	1
4014	OPEN DOORS/WINDOWS GENERAL POLICE	1
4018	STREET LIGHTS-OUT/REPAIRS	1
4020	SUSPICIOUS AUTO	8
4021	SUSPICIOUS ACTIVITY	19
4022	SUSPICIOUS PERSON	2
4051	ALARM BURGLARY OR HOLD UP RESIDENCE	12



JENKINTOWN POLICE DEPARTMENT

Calls for Service
Year 2024 October

Code	Call for Service	Totals
4052	ALARM BURGLARY OR HOLDUP NON RESIDENCE	4
4081	JUVENILE MATTER (NON CRIMINAL ONLY)	1
4100	ALARMS (FIRE ALARMS)	13
4139	FIRE - CONTROLLED BURN	1
4161	FUMES - ODOR UNKNOWN / STRANGE INSIDE BLD	3
4162	FUMES - ODOR UNKNOWN / STRANGE OUTSIDE BLD	2
5004	FOUND ARTICLES	6
5502	BARKING DOG/ANIMAL NOISE	2
5504	ANIMAL BITES	1
5506	LOST / FOUND / STRAY ANIMALS	1
5510	ANIMAL COMPLAINTS ALL	3
6006	REPORTABLE MV CRASH W/INJURY	1
6008	REPORTABLE MV CRASH NO INJURIES	6
6015	REPORTABLE MV CRASH HIT & RUN	1
6016	NON REPORTABLE MV CRASH	16
6017	NON REPORTABLE MV CRASH HIT & RUN	1
6305	SELECTIVE ENFORCEMENT TRAFFIC	154
6308	TRAFFIC MV COMPLAINT	3
6310	TRAFFIC ENFORCE / STOP	163
6335	TRAFFIC HAZARD	3
6336	DISABLED MV	1
6510	PARKING ENFORCEMENT	36



JENKINTOWN POLICE DEPARTMENT

Calls for Service
Year 2024 October

Code	Call for Service	Totals
6511	PARKING VIOLATION COMPLAINT	12
6612	SIGNALS SIGNS OUT	9
7003	PROPERTY CHECK / AREA CHECK	30
7006	LOCK OUT	1
7008	MEDICAL ASSISTANCE	29
7014	OTH PUB SERV/WELFARE CHK	33
7015	ASSIST CITIZEN	17
7050	PROPERTY CHECK SCHOOL FACILITIES	1
7502	ASSISTING-FIRE DEPT	3
7503	OFFICER NEEDS ASSISTANCE	1
7504	ASSISTING-OTHER POLICE DP	12
7522	ASSISTING OTHER OFFICER	1
8110	WARRANTS-OTHER AGENCIES	1
8252	WARRANT ATTEMPT TO SERVE	2
8504	PRISONER WATCH /JAIL DUTY/TRANSPORT	4
9002	ADMINISTRATIVE DUTIES	5
9007	COVER SCHOOL POST	2
9008	COURT	1
9020	POLICE INFORMATION	28
9021	TRAINING	2
9025	FIELD CONTACT INFORMATION	1
9029	CIVIL MATTER	3



JENKINTOWN POLICE DEPARTMENT

Calls for Service
Year 2024 October

Code	Call for Service	Totals
9030	SPECIAL DETAIL ASSIGNMENT	98
9050	BACKGROUND CHECK	1
9052	PFA INFORMATION	2
9071	DIRECTED PATROL	67
911	911 HANG UP / CHK WELFARE	12
9112	FOOT PATROL	72
9115	FOLLOW UP	6
9119	CHILD LINE / CYS	1
9192	VEHICLE MAINTENANCE	4
9988	RETURN TO STATION	10
9989	CALL BY PHONE	38
	Grand Total	1013

During the month of October Members trained at the Cheltenham Fire Training facility and participated in a live burn. Members also trained on forcible entry utilizing a forcible entry prop and trained on hose line advancement. October was national fire prevention month and Members participated in various fire prevention activities including the school visits and fire prevention night. The ladder truck received the repairs to the waterway and is now back in service. Officers met to discuss upcoming training classes and budgets.

The Department has 3 members enrolled in basic fire academy being held at Abington Township Fire Training Facility.

**JENKINTOWN FIRE DEPARTMENT
MONTHLY CHIEF’S REPORT
October 1 – October 31, 2024**

29 calls for the Department, 20 Incidents within the Borough of Jenkintown and 9 Mutual Aid Incidents

- | | |
|-------------------------|---------------------------|
| 12 Automatic Fire Alarm | 3 Investigations |
| 4 Dwelling | 2 Building Investigations |
| 3 Commercial Buildings | 2 Gas Odor Outside |
| 3 Gas Odor Inside | |

Mutual Aid Responses: 9

24-238	10/01	801 Old York Rd.	Bld. Invest	Abington Township
24-239	10/01	Cheltenham Ave & Broad	Dwelling	Cheltenham Township
24-240	10/02	7740 Lucretia Mott Way	Commercial	Cheltenham Township
24-242	10/02	166 Propert Dr.	Dwelling	Lower Moreland Township
24-243	10/03	1632 Crestview Ave.	Dwelling	Abington Township
24-248	10/12	229 Holmecrest Rd.	Bld. Invest	Abington Township
24-249	10/12	2401 Cheltenham Ave.	Commercial	Cheltenham Township
24-255	10/18	2323 Heston St.	Commercial	Abington Township
24-261	10/26	348 Northwood Ave.	Dwelling	Abington Township

Mutual Aid Received: 2 (Mutual Aid Companies would respond into the Borough 3 additional Times for NDR)

24-254	10/17	309 Florence Ave.	Gas Odor In	L-100, E-200, E-302
24-255	10/17	309 Florence Ave.	Gas Odor In	L-100, E-200, E-302

The Fire Department had 373 Members responded to 29 calls and was in service for 10 hours 36 minutes. Of those 373 Members, Per the adopted Borough Training Standard 249 of them were certified firefighters, the remaining were support personnel and Juniors. Of those 249 firefighters, 172 of them responded to the scene of the Incident either on the apparatus or POV, the remainder were at the station.

EQUIPMENT USED: 15 air packs, Thermal Imagine Camera, Misc. hand tools, Air Monitoring Meters, PPV fans, Ventilation saw, RIT equipment.

HOSE USED: 200' 1 3/4" attack line

LADDERS RAISED: 95' of Ground ladders, 110' Main Ladder

INJURIES: 0

FUEL USAGE:

Quint 99: 50.31 Gallons Diesel

Tac 99: 0 Gallons Diesel

Engine 99-1: 21 Gallons Diesel

Special Service 99: 27.8 Gallons Diesel

Traffic 99: 0 Gallons Gasoline

Estimated civilian insurance loss for the month: \$ 0.00

Estimated Civilian insurance loss for the year: \$ 0.00

Respectfully submitted:

Kenneth Lynch

Fire Chief

JENKINTOWN FIRE DEPARTMENT ABRIVATION LIST

ALARM ABRIATIONS

AFA – AUTOMATIC FIRE ALARM

RIT. RAPID INTERVENTION TEAM

STANDBY- RELOCATION TO ANOTHER STATION TO COVER THAT STATIONS CALLS

CO DETECTOR- CARBON MONOXIDE DETECTOR.

BLD. INVESTIGATION- BUILDING INVESTIGATION

APPARATUS ABRIATION

L- Ladder Truck

Sqd- Squad

E- Engine

TAC- Tactical Support Truck

Res- Rescue

SS- Special Service

EM- Emergency Management

FM- Fire Marshall

STATION ASSIGNMENTS

99a Pioneer Fire Company

99b Independent Fire Company

100 Abington Fire Company

200 McKinley Fire Company

300 Weldon Fire Company

400 Edgehill Fire Company
500 Roslyn Fire Company
1 Glenside Fire Company
2 Lamott Fire Company
3 Elkins Park Fire Company
4 Cheltenham Fire Company
9 Rockledge Fire Company
10 Willow Grove Fire Company
82 Wyndmoor Fire Company

MEMORANDUM

TO: George Locke, Borough Manager

FROM: Khaled Hassan, PE., Borough Engineer

DATE: November 15, 2024

SUBJECT: Engineer's Report (JENK 0000) for November Council Meeting

As requested, and in preparation for the November Council meeting, we prepared this engineer's report for your review and consideration:

1. **Sewer Lateral Reviews for Properties Being Sold in Borough**

To date, and since the requirements for sewer lateral inspections have been implemented, **351 lateral reviews** have been received and submitted. Summary reports based on video and written reports received have been completed.

2. **Mather Road Storm Sewer Culvert Failure - (No update since the last report)**

The major failure of the existing storm sewer culvert has been repaired 100%. The repair required the reconstruction of approximately 10 LF of the invert of the storm culvert, reconnection of two storm water laterals and reconnection of one sewer lateral to the to the sanitary main. The failure of the culvert resulted in a large area of the roadway being undermined and the failure of the three laterals. The undermined areas of the roadway have been restored with a combination of flowable fill and 2A stone compacted stone. The roadway has been patched with temporary asphalt and final paving will be placed in early fall. No additional updates (See Cedar to Walnut Storm Sewer project)

3. **821 Homestead Drive**

Sanitary sewer pipe installed. Inspections of construction learned that no concrete encasement was installed around the sewer pipe under the concrete vault. Concrete encasement to be installed on April 18, 2024.

Concrete encasement has been installed. Construction is ongoing as of June 13, 2024

Construction at that site is mostly in and around the new building. As of June 11, 2024, they were working on installing the exterior of the building. There are still sidewalk improvements, paving, street light installation and fine grading that will need to be conducted.

Sewer and electrical vault have been completed. Sidewalk improvements have been installed along Homestead Drive.

Topsoil being installed around the building.**Pending construction change for depicted changes to the building entrance for approval****4. MS4 Annual Progress Report**

- a. Completed annual progress report and sent to PADEP on 9/30/21.
- b. Will keep Borough posted on any updated for to the MS4 permit for 2022.
- c. Performed outfalls screening and completed annual progress report and sent to PADEP on 9/30/22.
- d. Working on updating Stormwater Ordinance for review and approval by Planning Commission and then Borough Council for adoption prior to September 2023.
- e. Submitted Stormwater Ordinance to Borough Manager on April 21, 2023 for review. If there are no questions, have it go before the Planning Commission for recommendation to Council to approve for advertisement. Then go before Council for approval to advertise. Anticipated to be on PC meeting in May or June.
- f. Received comments from MCPC for stormwater ordinance update on June 6, 2023 for review and discussion with Borough Staff.
- g. Pending approval by Borough Council
- h. Stormwater ordinance was approved for advertisement for 2 weeks. Once completed will be on Council meeting to recommend adoption of stormwater ordinance possibly on August Council meeting.
- i. On September 6, 2023 the Borough Solicitor sent out an email of the legal advertisement for the Stormwater Ordinance. Once the advertisement has been posted for 2 weeks it will go before Council for adoption. This should be completed in October.
- j. The Borough has adopted the updates to the Stormwater Management Ordinance. A copy of the adopted Stormwater Management Ordinance has been included with the Year 5 MS4 annual report submission to PA DEP via UPS on 09/29/23. A hardcopy of the Year 5 MS4 annual report submission will be provided to the Borough.
- k. The Year 6 MS4 Annual Update summary was submitted to the Borough on 05/17/2024 for the June Council meeting.
- l. The next annual update will be in September.
- m. **The MS4 annual progress report was submitted to the PADEP on September 30, 2024.**

5. Wyncote & York Road Grocery Store Land Development Application

Construction is ongoing and inspections completed for construction and E&S.

Storm sewer improvements in Washington Lane were started on July 10, 2024 and completed. A Construction change to relocate the gas and water lines due to conflict with the new storm pipe in Washington was reviewed and approved and completed on July 12, 2024.

Stormwater improvement onsite are being installed as of July 16, 2024

Base and binder for road widening were installed on August 1, 2024

Curbing and entrance have been installed

Milling and Overlay of Washington Lane will be completed after installation of stormwater improvements by the Borough and completion of the sidewalk and curb along the frontage of the 501 Washington project.

Curbing was installed internally at the lower end of the site last week in addition to stone base in preparation for paving.

Change in the profile of Washington Ln will need to be reviewed and approved before the mill and overlay is conducted.

Project closeout projected for January – February timeframe.

Paving of Washington Lane to be completed on the week of November 18, 2024.

6. Chapter 94 Report

We have prepared the 2021 Chapter 94 Report. The Report was submitted the PADEP on March 31, 2022. This is completed for year 2021.

Email sent out to provide Manager on February 6, 2023 to give heads up on preparation of Chapter 94 2022 submission for March 2023.

Chapter 94 Report 2022 submission was completed and set out on March 31, 2023.

Next submission will be due in March 2025 for the 2024 Chapter 94 Report

7. 501 Washington Lane LD (Preliminary/Final)

Construction is still in progress of the building.

Construction of the sidewalk and curb along Washington St will be held off until the stormwater pipe and inlets are installed along Washington Lane.

Construction of curb, sidewalk and handicap ramp are in progress along Cedar Ave. Curb and Sidewalk along Washington Lane will not start until completion of stormwater improvements by the Borough which should be completed by September 6, 2024, weather dependent.

The curb and sidewalk have been completed along Washington Lane and Cedar St.

Landscaping is on schedule to stabilize rain garden banks.

Applicant is anticipating requesting a Temporary Certificate of Occupancy in November – December timeframe with project completion in January – February timeframe.

8. 2023 Green-Light-Go Grant Application (Year 8)

Assisted Borough staff preparing and refining the grant application due on January 31, 2023. The scope of work includes upgrades to the Walnut & Runnymede traffic signal including a new controller and a new mast-arm, as well as other minor upgrades such as signal heads and retroreflective backplates.

Awards were announced on August 11, 2023. The Borough was awarded \$51,160 to fund Phase 1 upgrades to the Walnut & Runnymede Traffic Signal.

Design and preparation of bid specifications has commenced. Continue to advance design and identify needs for potential traffic signal easements for this phase and future phases of the intersection improvements.

9. 101 York Road

This project is the proposal of a Take Five Oil Change business. This project went in front of Council at their regularly scheduled meeting on February 22, 2023 and was granted a waiver of land development.

Project is prepared to start construction of the new business when they have obtained the applicable permits from the Borough.

10. 604 West Avenue

Planning Module submitted to DEP from Applicant's engineer first week of December. DEP had comments on the submission of the Planning Module regarding the CMP. Pending response from the Borough in addressing the DEPs comments.

Pennonni finalizing review of plans and outstanding items with Applicant's engineer in preparation of recommendation for recording of the plans during week of December 10th.

Pennonni complete the sanitary sewer capacity letter and the recording plan review letter and submitted to the Borough on January 2, 2024.

Sent Planning Module completion of Sections G and J to the applicant's engineer on March 4, 2024.

Sent Sewer Flow Map Plan to applicant's engineer on April 1, 2024.

Pending completion of CMP form and component 4A as part of the PM submission.

11. 219 Washington Avenue

Removed row of hedges along existing driveway and installed modified stone in lieu of hedges approximately 9" in width and 25-ft in length for an approximate increase in impervious area of 20-sf. Completed a high level zoning review and submitted to staff on March 22, 2023 for comment from the Borough Staff.

No update since last report.

12. 610 Old York Road

Received Land Development Application on June 29, 2023 for review.

Completed land development review and pending any comment from the Borough on July 28, 2023.

Borough Planning Commission submitted a review of the Conditional Use application on October 23, 2023.

Conditional Use for drive-thru use and orientation of drive-thru was approved at the Council meeting on November 20, 2023.

Received revised plans for review on March 29, 2024. Land Development and Traffic Review letter will be completed week of April 22, 2024.

Submitted a LD Plan review (2nd Submission) on May 13, 2024 to the Borough and Applicant.

Received request for a sewer will serve on July 2, 2024.

Waiting on the request to provide sewer flows separated out for each use from the engineer on August 13, 2024. As of August 22, 2024 we are still waiting on the detailed sewer flows for this project for review and preparation of a will serve letter.

Pennoni had a meeting with the Applicant's engineer to discuss what is needed for detailed sewer flows to complete a review of the Available Capacity Letter. **Still Pending sewer flows for review from the Applicant's engineer.**

13. Borough Hall Renovations

Local share grant for \$900,000 was approved for submission on November 27, 2023 Special Council Meeting and the grant was submitted on 11/30/23.

Renovations have not been started yet as of October 14, 2024

14. Cedar & Washington Stormwater Improvements

Base Plan being updated and will be completed by April 19, 2024 for submission to the Borough.

Bid dates will be determined at the time of submission of plan to the Borough on April 19, 2024.

Pre-Bid meeting was completed on June 11, 2024 at 10:00am.

Meeting minutes for the Pre-bid meeting were sent June 11, 2024

The RFI will be cut off on June 17, 2024 at 12:00pm. The Bids will be due June 21, 2024 at 11:00am.

Letter of intent to award was sent out to the Borough to Award the project to Jurich, Inc for the base bid amount of \$195,192.00 on June 28, 2024.

Award letter was sent to Jurich, Inc on July 26, 2024

A Pre-Construction meeting was held on August 1, 2024 and the meeting minutes were sent out to everyone on August 9, 2024.

Construction is scheduled to begin tentatively on the week of August 26, 2024 to prep and install on the week of September 3, 2024.

Stormwater improvements along Cedar St and Washington Lane have been completed. Final payment application paid and project in warranty period

15. 2024 Paving project

Final Award letter send out July 25, 2024 to Glasgow, Inc. for the base bid amount of \$144,237.00.

On August 8, 2024, sent approved JMF for Jenkintown paving project to contractor. Pennoni will be sending them to Penndot along with other documents in order to obtain a Project # from Penndot.

Received contract documents from Contractor on August 13, 2024 and dropped off at the Borough on August 14, 2024 for signature. The signed contracts from the Borough were picked up on August 22, 2024. Additional signatures required on the documents. Contract documents dropped off the Boro on August 27, 2024 and picked up on September 4, 2024. Signed contract docs sent to PennDOT for approval. Pending PennDOT approval.

Bids were rejected and project rebid with bid opening scheduled for 10/15/24.

Bid award letter sent to Borough on 10/15/24. Borough Council approved the award of the contract to Glasgow at the 10/22/24 Council Meeting. Award Letter sent to contractor on 10/23/24. Contract Documents received 11/1/24 and signed by Borough.

Notice to proceed sent to contractor 11/11/24.

Construction is substantially complete as of 11/14/2024.

16. Washington & Walnut Pedestrian Improvements

We are developing a plan to incorporate traffic calming features to improve pedestrian access at this intersection. Specific improvements targeted include a raised crosswalk, and a curb extension (bump-out) along with associated pavement markings and signage. Currently coordinating the improvements with adjacent projects. **Draft sketch provided to Borough Manager.**

17. School Playground Equipment Safety Inspection/Review

Received request for "certified" playground inspection on 9/4/24 from the Borough regarding safety concerns at the Playground. Began coordination with Pennoni staff for "certified" playground inspector. Received school structures report on 9/6/24 of school playground equipment. Structures report review completed.

18. Wyncote and Summit Crosswalk upgrades and All-Way Stop evaluation

Responding to a request to evaluate the subject intersection to improve the crosswalks and evaluate for an all-way stop. Desk evaluation complete, field evaluation complete. Waiting on data collection from JPD. Draft sketch with a raised crosswalk provided to Borough Manager.

19. Vernon & Vista Intersection Improvements

Updated sketch and provided a final version to Borough Manager with quantities.

20. CDBG ADA Ramp Project

CDBG Bids were received and approved by CDBG and award recommendation and bid tab was prepared and provided to the Borough.

Intent to award letter sent to Borough on 10/10/24. Borough Council approved the award of the contract to Albert G. Cipolloni Jr. & Sons, Inc. at the 10/22/24 Council meeting. Award Letter sent to contractor on 10/24/24. Contract documents received 11/7/24 and dropped off to Boro for signatures. Pending Boro signatures.

Pre-construction meeting scheduled for 11/15/24.

If you have any questions or comments, please do not hesitate to contact me. Thanks, Khal

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
6963	ADVANCE AUTO PARTS	01430	200	MATERIALS/SUPPLIES			15336		100.73 ✓
7516	AIRGAS USA LLC	01430	200	invoice 5511606032	5511606032		15337		111.66 ✓
7485	ALEXANDRIA KHALIL	01400	200	reimbursement			15413		137.79 ✓
7789	ANGELA BRADSHAW	01410	040	reimbursement			15343		26.20 ✓
7112	ANTHONY MATTEO	01410	184	canine food reimbursement			15370		71.95 ✓
7175	APPLIED MICRO SYSTEMS LTD	01407	110	invoice 70446	70446		15338		1,084.03 ✓
7310	ARTHUR J GALLAGHER RISK MANAG	01486	210	invoice 5327173	5327173		15339		1,702.00 ✓
7086	ASPHALT CARE EQUIPMENT INC	18439	600	invoice 162155	162155		15342		343.40 ✓
7375	AXON ENTERPRISES INC	31430	731	INVOICE inus294008	inus294008		15340		31,200.00 ✓
7727	BENCHMARK INDUSTRIAL INC	01400	200	invoice 157214282			15344		250.00 ✓
		01400	200	invoice 157219687			15344		623.81 ✓
		01400	200	invoice 157228883			15344		433.56 ✓
									1,307.37
7790	Bill Pross	01411	800	reimbursement			15412		952.92 ✓
165	BRYAN STUCKERT PLUMBING INC.	01400	200	invoice 22199-47294	22199-4729		15345		555.00 ✓
7744	Bucks County Community Colleg	03411	123	invoice s-41301			15399		35.00 ✓
		03480	800	invoice 1003358			15399		90.00 ✓
									125.00
213	CHELTENHAM TOWNSHIP	01410	128	invoice 2024011-11	2024011-11		15405		1,944.67 ✓
7733	CHRIS BOYLE LAW ENFORCEMENT C	01410	123	invoice	1540		15346		1,188.00 ✓

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
7181	CHRISTOPHER KELLY	01487	080	reimbursement (Jenkintown dental)				15411	389.10 ✓
		01487	030	reimbursement (patient first)				15411	535.55 ✓
	CHRISTOPHER KELLY	01487	030	reimbursement (Jefferson health)				15411	217.75 ✓
									1,142.40
252	CONRAD SIEGEL ACTUARIES	65489	990	invoice J593:A:90235705.1				15395	7,900.00 ✓
		60489	990	invoice J519:A:90235704.1				15395	9,875.00 ✓
									17,775.00
7649	CONROYS CLEANING SERVICES	01409	450	september 2024				15347	425.00 ✓
253	CONSTRUCTION DEMOLITION RECYC	09427	501	invoice 086011				15348	178.35 ✓
		09427	501	invoice 085911				15348	162.40 ✓
		09427	501	invoice 086105				15348	192.85 ✓
									533.60
127	CRYSTAL SPRINGS	01410	122	invoice 19889139 110624	19889139 1			15349	102.10 ✓
7407	DAVEY TREE EXPERT COMPANY	01430	840	invoice 919002023	919002023			15350	2,800.00 ✓
6975	Delaware Valley Health Trust	01487	030	invoice 28047				15352	22,991.80
		01487	031	invoice 28047				15352	12,391.34
		01487	030	invoice 27654				15352	21,702.48
		01487	031	invoice 27654				15352	12,391.34
									69,476.96 ✓
7517	DITRI CONSTRUCTION INC	18439	330	OTHER CONSTRUCTION				15351	1,900.00 ✓
366	ELYSE/BERBEN INSIGNIA	01410	125	invoice 43392	43392			15353	128.00 ✓
7616	EST APPARATUS DIVISION	03411	800	invoice 24-2187	24-2187			15398	1,750.00 ✓
7651	FITZGERALDS TIRE & AUTO SERVI	04411	740	invoice KB9450	KB9450			15354	736.42 ✓
		01410	127	invoice KC0413	KC0413			15407	107.15 ✓
									843.57
445	GALLS LLC	03411	800	invoice 6519957				15355	149.81 ✓
		03411	800	invoice 029238850				15355	27.78 ✓
									177.59

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
1589	Gannett Pennsylvania LocaliQ	01400	210	invoice 0006721238	0006721238		15404		1,000.10 ✓
1778	GENERAL CODE	01400	800	invoice GC00127692	GC00127692		15356		1,195.00 ✓
6931	GEORGE LOCKE	01400	200	reimbursement			15414		295.00 ✓
		01452	230	reimbursement			15414		211.99 ✓
		01400	200	reimbursement			15415		94.28 ✓
									601.27
7782	Gill Quarries, Inc	09427	501	invoice 1091398	1091398		15359		50.00 ✓
473	GLENSIDE LAWN & GARDEN INC.	03411	371	invoice 113438	113438		15358		106.38 ✓
7550	HAMBURG RUBIN MULLIN MAXWELL	01414	290	bill #40281			15361		546.00 ✓
		01414	290	bill #40282			15361		1,442.00 ✓
									1,988.00
528	HOME DEPOT CREDIT SERVICES	01430	210	invoice 4013344			15360		105.36
		01430	210	invoice 9010836			15360		17.28
		01430	210	invoice 8011004			15360		61.47
									184.11 ✓
547	INDEPENDENT FIRE CO	03411	950	final payment			15408		7,830.00 ✓
7608	J&J STAFFING RESOURCES	01400	090	invoice 37579			15362		1,204.88 ✓
		01400	090	invoice 37780			15362		1,204.88 ✓
		01400	090	invoice 37978			15362		1,104.56 ✓
		01400	090	invoice 38188			15362		1,204.88 ✓
									4,719.20 ✓
7041	JOHN KENNEDY FORD	01410	127	invoice FOCP528744	FOCP528744		15363		176.33 ✓
7322	KALER MOTOR COMPANY LLC	03411	800	invoice 7606			15401		225.00 ✓
		03411	800	invoice 7598			15401		225.00 ✓
									450.00
7219	KILKENNY LAW LLC	01400	290	invoice 15637			15365		3,036.00 ✓
		01410	029	invoice 15638			15365		49.50 ✓
		09427	400	invoice 15639			15365		96.16 ✓

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
7219	KILKENNY LAW LLC	09427	400	invoice 15404	15404			15366	150.00 ✓
		08429	310	invoice 15404	15404			15366	300.00 ✓
									3,631.66
7703	LEAF	01409	700	invoice 17398256	17398256			15367	466.00 ✓
7557	LIAM CASEY	01489	000	invoice 1708	1708			15368	80.00 ✓
7425	MARK FREGONI	01487	032	reimbursement				15369	30.00 ✓
7672	MARY MERTENS	01489	312	reimbursement				15389	436.87 ✓
840	MCDONALD UNIFORM CO INC	01410	120	invoice 235644				15371	181.48 ✓
		01410	120	invoice 230009				15371	54.99 ✓
		01410	119	invoice 229293				15371	163.00 ✓
		01410	120	invoice 232432-01				15371	203.99 ✓
		01410	119	invoice 234920				15371	728.97 ✓
									1,332.43
7730	MYFLEETCENTER.COM	01410	127	invoice 14045				15380	113.49 ✓
		01410	127	invoice 14722				15380	113.49 ✓
									226.98
7020	NAPA AUTO PARTS	03411	800	invoice 804053	804053			15341	99.96 ✓
		03411	800	invoice 807068				15400	447.28 ✓
		03411	800	invoice 807057				15400	894.56 ✓
									1,441.80
1707	OBERMAYER REBMANN MAXWELL HIP	01410	029	invoice 477516	477516			15372	28,129.96 ✓
1645	OFFICE BASICS	01410	122	invoice 2611082				15373	21.28 ✓
		01410	122	invoice 2609191				15373	99.15 ✓
		01410	122	invoice 2608115				15373	174.31 ✓
		01410	122	invoice 2607922				15373	5.55 ✓
		01410	100	invoice 2605897				15373	139.46 ✓
									439.75
903	PA State Assoc of Boroughs	01400	750	invoice R70099				15381	5.00 ✓
		01400	750	invoice R70100				15381	5.00 ✓
		01400	750	invoice R70101				15381	5.00 ✓

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
									15.00
1483	PA STATE ASSOCIATION OF BOROU	01400	750	2025 membership directory			15403		40.00 ✓
7537	PA TURNPIKE TOLL BY PLATE	03411	800	invoice 137275354-1			15382		19.10 ✓
		01400	200	invoice 136549876-2			15382		9.70 ✓
									28.80
938	PENNONI ASSOCIATES INC	18439	240	invoice 1248088			15390		2,628.50 ✓
		01414	242	invoice 1248092			15390		408.00 ✓
		01414	242	invoice 1248093			15390		768.75 ✓
		01414	242	invoice 1248094			15390		876.00 ✓
		01414	242	invoice 1248095			15390		1,593.00 ✓
		08429	210	invoice 1248098			15390		271.00 ✓
		08429	210	invoice 1248099			15390		211.50 ✓
		08429	210	invoice 1248100			15390		187.00 ✓
		08429	210	invoice 1248101			15390		152.50 ✓
		08429	210	invoice 1248102			15390		138.00 ✓
		01414	242	invoice 1248103			15390		34.50 ✓
		18439	240	invoice 1250700	1250700		15396		10,129.75 ✓
									17,398.50
936	Pennsylvania One Call System	01430	210	invoice 0001074563	0001074563		15383		122.31 ✓
956	PIONEER FIRE COMPANY	03411	900	final payment			15409		5,140.00 ✓
981	PSAB UC PLAN	01485	100	3rd qtr 2024			15384		996.34 ✓
982	PSATS	01400	750	TRAINING, CONFERENCES, DUES			15392		30.00 ✓
7145	REPUBLIC SERVICES #320	09427	450	invoice 0320-00446259	0320-00446		15375		39,609.25 ✓
		09427	450	invoice 0320-004478476	0320-00447		15397		39,609.25 ✓
									79,218.50
7785	Rydin	01445	210	invoice 124641	124641		15376		414.80 ✓
7700	SHAPIRO FIRE PROTECTION CO	03411	800	invoice 32126	32126		15410		510.61 ✓
7605	STEWART BUSINESS SYSTEMS LLC	01409	700	invoice 2660552	2660552		15377		571.75 ✓

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Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
7021	SUBURBAN PROPANE-2751	03411	371	VEHICLE MAINTENANCE				15391	500.00
		01430	500	VEHICLE OPERATION				15391	209.51
									709.51 ✓
7650	THOMAS SCOTT	01410	124	reimbursement				15393	366.92 ✓
7234	TOM JOSIAH CONSULTING LLC	01400	280	invoice 110	110			15379	3,737.50 ✓
7415	USbankcorpGovernment Leasing	20471	350	invoice 540330545	540330545			15385	957.47
		20472	350	invoice 540330545	540330545			15385	11.06
									968.53 ✓
7780	Utica National Insurance Grou	03411	380	acct 207661622				15406	2,194.00
		03411	380	INSURANCE				15406	1,085.00
		03411	380	INSURANCE				15406	923.00
		03411	380	INSURANCE				15406	8.00
									4,210.00 ✓
1210	VANS LOCK SHOP INC	01409	100	invoice 0000147190	0000147190			15386	1,962.51 ✓
7006	WITMER PUBLIC SAFETY GROUP IN	03411	800	invoice 553927				15387	66.00 ✓
		03411	800	invoice 544678				15387	12.39 ✓
		03411	800	invoice 561595				15387	61.95 ✓
		03411	800	invoice 541425				15387	26.61 ✓
		03411	800	invoice S0505711				15387	2,424.12 ✓
		03411	800	invoice S0505738				15387	4,207.32 ✓
		03411	800	invoice 565471	565471			15402	131.60 ✓
									6,929.99
7538	Y-PERS INC	01400	200	invoice 0193810	0193810			15388	119.00 ✓
									315,911.35
									315,911.35

131 Printed, totaling 315,911.35

Republic Bank \$ 2,785.20

\$ 318,696.55

GL-2411

Vendor	Vendor Name	Budget#	Sub#	Description	Invoice	Due Date	Req #	Check#	Amount
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FUND SUMMARY

Fund	Bank Account	Amount	Description
01	01	139,731.02	GENERAL FUND
03	01	29,190.47	FIRE PROTECTION TAX
04	01	736.42	FIRE APPARATUS RESERVE
08	01	1,260.00	SEWER
09	01	80,048.26	SOLID WASTE
18	01	15,001.65	STREET TAX
20	01	968.53	SINKING
31	01	31,200.00	CAPITAL PROJECTS
60	01	9,875.00	POLICE PENSION
65	01	7,900.00	NON-UNIFORMED EMPLOYEES
		<u>315,911.35</u>	

Legend:
 Expenditures Preview Spooling to Windows Prompt
 Print those ready to pay
 Sorting by Vendor Name
 Printing for GL Period 2411
 Doing a page break
 Archiving to Expenditures Preview-2411.txt
 MARP06 run by Yvonne Bullock 12 : 51 PM

**Jenkintown Borough
Cash Analysis
October 31, 2024**

Fund Name	Fund #	Pooled Accounts		Republic Shade Tree	Petty Cash	Payroll	Republic Land Develop. Escrow	Rec Board	US BANK LEASE PROCEEDS	UNIVEST LIGHTING PROCEEDS	Republic Sewer Reserve	Republic Capital Projects	Liquid Fuels	Liquid Fuels Loan	Police Mellon Investments	Non-Uniform Mellon Investments	Police Donation	EAC	Total Cash
		TD Checking	Republic Checking																
General Fund	01	81,660	1,474,101	1,710	200	505	150,106	4,860	-	-									1,713,141
Street Light	02	-	13,521							-									13,521
Fire Protection	03	-	40,217																40,217
Fire Apparatus	04	-	345,070																345,070
Library	05	-	2,343																2,343
Sewer	08	-	552,332								170,980								723,311
Solid Waste	09	-	240,431																240,431
Ambulance	10	-	6,860																6,860
Street Tax	18	-	114,996						-										114,996
Sinking Fund	20	-	97,673																97,673
Capital Projects	31	-	-									17,317							17,317
Liquid Fuels	35												248,996	182					249,178
Police Pension	60	-	13,937												6,729,187				6,743,124
Non-Uniform Pension	65	-	11,755													1,370,782			1,382,537
Police Donations	95																2,919		2,919
EAC	96																	(398)	(398)
Total		81,660	2,913,236	1,710	200	505	150,106	4,860	-	-	170,980	17,317	248,996	182	6,729,187	1,370,782	2,919	(398)	11,692,241

Fund Name	Fund #	Cash @	Other	For Period ended 10/31/2024		Cash @	Cash @	2024 YTD
		12/31/2023	Assets/Liabilities	Revenue	Expenditures	10/31/2024	10/31/2023	to 2023 YTD
General Fund	01	891,433	(148,942)	4,768,701	(3,899,099)	1,713,141	1,506,267	206,874
Street Light	02	(3,964)	-	51,437	(33,953)	13,521	13,935	(414)
Fire Protection	03	19,627	-	172,561	(151,971)	40,217	50,440	(10,223)
Fire Apparatus	04	366,202	-	32,434	(53,565)	345,070	369,045	(23,975)
Library	05	8,811		252,551	(259,019)	2,343	25,640	(23,296)
Sewer	08	778,549		513,927	(569,165)	723,311	865,431	(142,120)
Solid Waste	09	88,787		615,004	(463,360)	240,431	69,288	171,143
Ambulance	10	207	-	6,653	-	6,860	1,177	5,683
Street Tax	18	77,154	-	68,499	(30,657)	114,996	107,799	7,197
Sinking Fund	20	35,710		243,824	(181,861)	97,673	119,366	(21,693)
Capital Projects	31	30,546	-	463,860	(477,089)	17,317	28,838	(11,521)
Liquid Fuels	35	172,487	-	121,745	(45,053)	249,178	327,042	(77,864)
Police Pension	60	6,185,716	-	838,240	(280,832)	6,743,124	5,580,066	1,163,058
Non-Uniform Pension	65	1,236,927		183,120	(37,511)	1,382,537	1,071,151	311,386
Police Donations	95	2,139		2,780	(2,000)	2,919	1,137	1,783
EAC	96	(405)	(150)	7	-	(398)	53	(451)
Total		9,889,926	(149,092)	8,335,344	(6,485,135)	11,692,241	10,136,674	1,555,567

Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET REMAINING	% OF BUDGET	VARIANCE
	MTD	YTD	YTD				
01 GENERAL FUND							
Revenues							
REAL PROPERTY TAXES	\$13,625.56	\$2,068,679.00	\$2,239,279.64	\$2,202,781	\$134,102.00	93.91%	(\$170,600.64)
LOCAL TAX ENABLING ACT	\$79,921.28	\$1,394,571.19	\$1,348,185.10	\$1,280,500	(\$114,071.19)	108.91%	\$46,386.09
LICENSES & PERMITS	\$14,560.00	\$443,967.59	\$313,431.25	\$298,050	(\$145,917.59)	148.96%	\$130,536.34
OTHER	\$41,597.62	\$861,483.40	\$840,508.95	\$932,680	\$71,196.60	92.37%	\$20,974.45
TOTAL GENERAL FUND REVENU	\$149,704.46	\$4,768,701.18	\$4,741,404.94	\$4,714,011	(\$54,690.18)	101.16%	\$27,296.24
Expenditures							
ADMINISTRATION	\$52,506.88	\$604,502.04	\$511,595.54	\$640,248	\$35,745.96	94.42%	\$92,906.50
POLICE & FIRE	\$195,790.84	\$1,582,031.13	\$1,563,292.71	\$1,905,403	\$323,371.87	83.03%	\$18,738.42
PLANNING & ZONING	\$21,224.74	\$173,058.38	\$228,022.64	\$276,019	\$102,960.62	62.70%	(\$54,964.26)
PUBLIC WORKS	\$47,584.48	\$337,730.88	\$282,474.83	\$406,384	\$68,653.12	83.11%	\$55,256.05
DEBT PRINCIPAL	\$0.00	\$0.00	\$0.00	\$350,000	\$350,000.00	0.00%	\$0.00
OTHER	\$385,769.83	\$1,201,776.69	\$1,506,024.54	\$1,538,596	\$336,819.31	78.11%	(\$304,247.85)
TOTAL GENERAL FUND EXPENDI	\$702,876.77	\$3,899,099.12	\$4,091,410.26	\$5,116,650	\$1,217,550.88	76.20%	(\$192,311.14)

Key

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

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	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
02 STREET LIGHTING TAX FUND							
Revenues							
REAL PROPERTY TAXES	\$358.16	\$51,253.50	\$56,421.06	\$56,386	\$5,132.50	90.90%	(\$5,167.56)
OTHER	\$18.48	\$183.62	\$887.30	\$12,100	\$11,916.38	1.52%	(\$703.68)
TOTAL STREET LIGHTING REVEN	\$376.64	\$51,437.12	\$57,308.36	\$68,486	\$17,048.88	75.11%	(\$5,871.24)
Expenditures							
OTHER	\$3,141.79	\$20,707.39	\$57,527.13	\$50,350	\$29,642.61	41.13%	(\$36,819.74)
DEBT PRINCIPAL	\$1,460.20	\$13,117.97	-	\$17,283	\$4,165.03	75.90%	\$13,117.97
DEBT INTEREST	\$10.38	\$127.49	-	\$364	\$236.51	35.02%	\$127.49
TRANSFER TO GENERAL FUND	\$0.00	\$0.00	-	\$0	\$0.00	#DIV/0!	\$0.00
TOTAL STREET LIGHTING EXPEN	\$4,612.37	\$33,952.85	\$57,527.13	\$67,997	\$34,044.15	49.93%	(\$23,574.28)

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Jenkintown Borough
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Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
03 FIRE PROTECTION FUND							
Revenues							
REAL PROPERTY TAXES	\$1,159.98	\$171,975.50	\$188,658.98	\$185,899	\$13,923.50	92.51%	(\$16,683.48)
OTHER	\$54.98	\$585.85	\$592.60	\$200	(\$385.85)	292.93%	(\$6.75)
TOTAL FIRE PROTECTION FUND	\$1,214.96	\$172,561.35	\$189,251.58	\$186,099	\$13,537.65	92.73%	(\$16,690.23)
Expenditures							
OTHER	\$25,422.31	\$151,970.99	\$148,261.02	\$185,391	\$33,420.01	81.97%	\$3,709.97
TOTAL FIRE PROTECTION FUND	\$25,422.31	\$151,970.99	\$148,261.02	\$185,391	\$33,420.01	81.97%	\$3,709.97

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	VARIANCE
	MTD	YTD	YTD		REMAINING	BUDGET	
04 FIRE APPARATUS RESERVE FUND							
Revenues							
REAL PROPERTY TAXES	\$189.32	\$27,841.83	\$30,586.28	\$32,344	\$4,502.17	86.08%	(\$2,744.45)
OTHER	\$471.73	\$4,591.81	\$4,553.13	\$5,500	\$908.19	83.49%	\$38.68
FIRE APPARATUS RESERVE FUNI	\$661.05	\$32,433.64	\$35,139.41	\$37,844	\$5,410.36	85.70%	(\$2,705.77)
Expenditures							
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00
OTHER	\$15,000.00	\$53,565.47	34,465.65	\$340,466	\$286,900.53	15.73%	\$19,099.82
FIRE APPARATUS RESERVE EXPE	\$15,000.00	\$53,565.47	\$34,465.65	\$340,466	\$286,900.53	15.73%	\$19,099.82

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
05 LIBRARY TAX FUND							
Revenues							
REAL PROPERTY TAXES	\$1,656.83	\$252,006.19	\$230,595.89	\$272,263	\$20,256.81	92.56%	\$21,410.30
OTHER	\$3.20	\$545.17	\$307.78	\$100	(\$445.17)	545.17%	\$237.39
TOTAL LIBRARY TAX FUND REVE	\$1,660.03	\$252,551.36	\$230,903.67	\$272,363	\$19,811.64	92.73%	\$21,647.69
Expenditures							
OTHER	\$25,000.00	\$259,019.43	\$209,771.09	\$272,363	\$13,343.57	95.10%	\$49,248.34
TOTAL LIBRARY TAX FUND EXPE	\$25,000.00	\$259,019.43	\$209,771.09	\$272,363	\$13,343.57	95.10%	\$49,248.34

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
08 SEWER FUND							
Revenues							
OTHER	\$17,089.46	\$513,927.41	\$398,568.32	\$515,100	\$1,172.59	99.77%	\$115,359.09
TOTAL SEWER FUND REVENUES	\$17,089.46	\$513,927.41	\$398,568.32	\$515,100	\$1,172.59	99.77%	\$115,359.09
Expenditures							
SANITATION EXPENDITURES	\$2,678.39	\$511,407.85	\$340,803.66	\$624,750	\$113,342.15	81.86%	\$170,604.19
OTHER	\$0.00	\$57,756.95	\$59,206.32	\$194,481	\$136,724.05	29.70%	(\$1,449.37)
TOTAL SEWER FUND EXPENDITURE	\$2,678.39	\$569,164.80	\$400,009.98	\$819,231	\$250,066.20	69.48%	\$169,154.82

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD		REMAINING	BUDGET	VARIANCE
09 SOLID WASTE COLLECTION FUND							
Revenues							
INTEREST	\$328.69	\$2,537.03	\$1,230.16	\$100	(\$2,437.03)	2537.03%	\$1,306.87
COLLECTION FEES	\$64,648.09	\$592,012.81	\$551,065.99	\$540,000	(\$52,012.81)	109.63%	\$40,946.82
STATE CAPITAL & OPERATING G	\$0.00	\$20,454.10	\$11,673.14	\$11,500	(\$8,954.10)	177.86%	\$8,780.96
OTHER	\$0.00	\$0.00	\$0.00	\$0	\$0.00	0.00%	\$0.00
TOTAL SOLID WASTE REVENUES	\$64,976.78	\$615,003.94	\$563,969.29	\$551,600	(\$63,403.94)	111.49%	\$51,034.65
Expenditures							
OTHER	\$40,627.13	\$463,359.74	\$425,779.15	\$545,461	\$82,101.26	84.95%	\$37,580.59
TOTAL SOLID WASTE EXPENDITURE	\$40,627.13	\$463,359.74	\$425,779.15	\$545,461	\$82,101.26	84.95%	\$37,580.59

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
10 AMBULANCE FUND							
Revenues							
REAL PROPERTY TAXES	\$60.09	\$6,600.04	\$0.00	\$13,438.00	\$6,837.96	49.11%	\$6,600.04
OTHER	(\$9.38)	\$52.52	\$0.00	13.00	(\$39.52)	404.00%	\$52.52
TOTAL STREET TAX REVENUES	\$50.71	\$6,652.56	\$0.00	\$13,451	\$6,798.44	49.46%	\$6,652.56
Expenditures							
OTHER	\$0.00	\$0.00	\$0.00	\$13,451.00	\$13,451.00	0.00%	\$0.00
TOTAL STREET TAX EXPENDITUR	\$0.00	\$0.00	\$0.00	\$13,451	\$13,451.00	0.00%	\$0.00

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
18 STREET TAX FUND							
Revenues							
REAL PROPERTY TAXES	\$469.86	\$67,282.44	\$74,019.34	\$72,692	\$5,409.56	92.56%	(\$6,736.90)
OTHER	\$157.21	\$1,216.81	\$1,215.01	\$500	(\$716.81)	243.36%	\$1.80
TOTAL STREET TAX REVENUES	\$627.07	\$68,499.25	\$75,234.35	\$73,192	\$4,692.75	93.59%	(\$6,735.10)
Expenditures							
OTHER	\$3,188.85	\$30,656.83	\$44,821.03	\$108,500	\$77,843.17	28.26%	(\$14,164.20)
TOTAL STREET TAX EXPENDITUR	\$3,188.85	\$30,656.83	\$44,821.03	\$108,500	\$77,843.17	28.26%	(\$14,164.20)

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
20 SINKING FUND							
Revenues							
REAL PROPERTY TAXES	\$1,595.20	\$242,304.84	\$265,723.65	\$263,093	\$20,788.16	92.10%	(\$23,418.81)
OTHER	\$133.53	\$1,519.29	\$1,098.22	\$500	(\$1,019.29)	303.86%	\$421.07
TOTAL SINKING FUND REVENUE	\$1,728.73	\$243,824.13	\$266,821.87	\$263,593	\$19,768.87	92.50%	(\$22,997.74)
Expenditures							
DEBT PRINCIPAL	\$37,811.57	\$151,181.49	\$120,572.57	\$246,036	\$94,854.51	61.45%	\$30,608.92
DEBT INTEREST	\$10,249.90	\$30,679.74	\$23,059.76	\$48,949	\$18,269.26	62.68%	\$7,619.98
ACT 511 EXPENDITURES	-	-	-	-	\$0.00	#DIV/0!	\$0.00
TOTAL SINKING FUND EXPENSES	\$48,061.47	\$181,861.23	\$143,632.33	\$294,985	\$113,123.77	61.65%	\$38,228.90

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	VARIANCE
	MTD	YTD	YTD		REMAINING	BUDGET	
31 CAPITAL PROJECTS FUND							
Revenues							
INTEREST	\$135.16	\$769.68	\$521.53	\$500	(\$269.68)	153.94%	\$248.15
SANITARY SEWER EDU FEES	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00
904 RECYCLING PERFORMANCE	\$0.00	\$463,090.34	\$175,850.31	\$3,116,255	\$2,653,164.66	14.86%	\$287,240.03
OTHER	\$0.00	\$0.00	\$0.00	\$353,500	\$353,500.00	0.00%	\$0.00
TOTAL CAPITAL PROJECTS REVENUE	\$135.16	\$463,860.02	\$176,371.84	\$3,470,255	\$3,006,394.98	13.37%	\$287,488.18
Expenditures							
PUBLIC WORKS	\$102,155.79	\$477,088.71	185,666.06	\$3,682,715	\$3,205,626.29	12.95%	\$291,422.65
DEBT PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00
OTHER	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00
TOTAL CAPITAL PROJECTS EXPENDITURES	\$102,155.79	\$477,088.71	\$185,666.06	\$3,682,715	\$3,205,626.29	12.95%	\$291,422.65

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Jenkintown Borough
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Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE

% OF BUDGET - The percentage of the budgeted amount used in the respective category.

Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET REMAINING	% OF BUDGET	VARIANCE
	MTD	YTD	YTD				
35 HIGHWAY/LIQUID FUEL TAX FUND							
Revenues							
OTHER	\$285.76	\$121,744.55	\$123,024.17	\$120,800	(\$944.55)	100.78%	(\$1,279.62)
TOTAL HIGHWAY/LIQUID FUEL F	\$285.76	\$121,744.55	\$123,024.17	\$120,800	(\$944.55)	100.78%	(\$1,279.62)
Expenditures							
ADMINISTRATION	\$0.00	\$0.00	\$1,617.20	\$1,000	\$1,000.00	0.00%	(\$1,617.20)
PUBLIC WORKS	\$358.63	\$9,363.60	\$0.00	\$142,000	\$132,636.40	6.59%	\$9,363.60
OTHER	\$2,502.83	\$35,689.66	\$25,028.30	\$30,034	(\$5,655.66)	118.83%	\$10,661.36
TOTAL HIGHWAY/LIQUID FUEL E	\$2,861.46	\$45,053.26	\$26,645.50	\$173,034	\$127,980.74	26.04%	\$18,407.76

Key

MTD - Month to Date

YTD - Year to Date

VARIANCE - The difference between revenue/expenditures from this year compared to the previous year.

BUDGET - The amount budgeted in the respective category.

BUDGET REMAINING - The difference between the year-to-date revenue/expenditures and the amount budgeted in the respective category.

% OF BUDGET - The percentage of the budgeted amount used in the respective category.

Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD		REMAINING	BUDGET	VARIANCE
60 POLICE PENSION FUND							
Revenues							
INTEREST EARNINGS	(\$138,327.87)	\$527,704.17	\$131,656.93	\$76,000	(\$451,704.17)	694.35%	\$396,047.24
OTHER	\$260,349.68	\$310,535.60	\$549,283.35	\$319,144	\$8,608.40	97.30%	(\$238,747.75)
TOTAL POLICE PENSION REVENL	\$122,021.81	\$838,239.77	\$680,940.28	\$395,144	(\$443,095.77)	212.14%	\$157,299.49
Expenditures							
OTHER	\$27,962.09	\$280,831.73	\$296,476.46	\$338,802	\$57,970.27	82.89%	(\$15,644.73)
TOTAL POLICE PENSION EXPENS	\$27,962.09	\$280,831.73	\$296,476.46	\$338,802	\$57,970.27	82.89%	(\$15,644.73)

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD		REMAINING	BUDGET	VARIANCE
65 NON-UNIFORMED EMPLOYEES PENSION FUND							
Revenues							
INTEREST EARNINGS	(\$27,750.96)	\$107,205.94	\$18,872.47	\$10,750	(\$96,455.94)	997.26%	\$88,333.47
OTHER	\$62,075.85	\$75,914.21	\$97,764.17	\$111,136	\$35,221.79	68.31%	(\$21,849.96)
TOTAL NON-UNIFORMED PENSI	\$34,324.89	\$183,120.15	\$116,636.64	\$121,886	(\$61,234.15)	150.24%	\$66,483.51
Expenditures							
ADMINISTRATION	\$0.00	\$0.00	\$0.00	\$0	\$0.00	#DIV/0!	\$0.00
OTHER	\$3,800.68	\$37,510.55	\$44,693.17	\$47,012	\$9,501.45	79.79%	(\$7,182.62)
TOTAL NON-UNIFORMED PENSI	\$3,800.68	\$37,510.55	\$44,693.17	\$47,012	\$9,501.45	79.79%	(\$7,182.62)

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD		REMAINING	BUDGET	VARIANCE
95 POLICE DONATION FUND							
Revenues							
OTHER	\$252.84	\$2,780.08	\$111.70	\$9	(\$2,771.08)	30889.78%	\$2,668.38
TOTAL POLICE DONATIONS FUN	\$252.84	\$2,780.08	\$111.70	\$9	(\$2,771.08)	30889.78%	\$2,668.38
Expenditures							
POLICE	\$0.00	\$2,000.00	\$0.00	\$0	(\$2,000.00)	#DIV/0!	\$2,000.00
TOTAL POLICE DONATIONS EXPI	\$0.00	\$2,000.00	\$0.00	\$0	(\$2,000.00)	#DIV/0!	\$2,000.00

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Jenkintown Borough
Summary of Revenue and Expenditure by Fund
Financial Data through October 31, 2024

	2024		2023	BUDGET	BUDGET	% OF	
	MTD	YTD	YTD	BUDGET	REMAINING	BUDGET	VARIANCE
96 EAC							
Revenues							
OTHER	\$0.12	\$7.10	9.53	\$0	(\$7.10)	#DIV/0!	(\$2.43)
TOTAL EAC FUND REVENUES	\$0.12	\$7.10	\$9.53	\$0	(\$7.10)	#DIV/0!	(\$2.43)
Expenditures							
OTHER	\$0.00	\$0.00	\$150.00	\$0	\$0.00	#DIV/0!	(\$150.00)
TOTAL EAC FUND EXPENDITURE	\$0.00	\$0.00	\$150.00	\$0	\$0.00	#DIV/0!	(\$150.00)

Key

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% OF BUDGET - The percentage of the budgeted amount used in the respective category.

Description	Interest Rates Rate	Original Issue	09/30/24 Balance	Additions	Refunds	Oct-24 Principal	10/31/24 Balance	Year-to-Date Interest
Republic Bank - 2015 GON (Liquid Fuels)	1.61%	\$400,000.00	\$169,434.23			1,866.84	\$167,567.39	\$15,292.81
Republic Bank - 2015 GON Series A	2.10%	2,789,602.51	1,214,602.51			-	1,214,602.51	13,672.07
Republic Bank - 2016 Cedar Street Pocket Park	3.50%	250,000.00	139,250.33			1,208.19	138,042.14	5,861.08
Univest Bank - 2017 Street Lighting Upgrades	2.95%	118,603.42	6,953.27			1,460.20	5,493.07	173.54
Republic Bank - 2019 Sewer Construction	4.12%	1,400,000.00	1,050,000.00			-	1,050,000.00	22,351.00
US Bancorp - 2019 Fire Apparatus	2.61%	300,000.00	159,633.77			-	159,633.77	4,929.77
US Bancorp - 2020 Police Car Capital Lease	2.30%	54,845.18	6,217.96			955.63	5,262.33	241.65
US Bancorp - 2023 Police Cars/Public works Capit	6.147%	196,827.57	148,472.39			34,814.20	113,658.19	9,382.19
US Bancorp - 2024 Police Car		56,760.80	52,602.01			841.11	51,760.90	1,533.45
2024 Tax Anticipation Note		350,000.00	350,000.00			-	350,000.00	13,032.45
Totals			\$3,297,166	\$0	\$0	41,146.17	\$3,256,020	\$86,470

Tax Collector's Monthly Report to Taxing Districts
 For the Month of October, 2024,
 Jenkintown Borough

	Real Estate	2024 Interim	Sewer
A. Collections			
1. Balance Collectable - Beginning of Month	\$ 327,383.00	\$ (13,177.00)	\$ 46,434.00
2A. Additions: During the Month (*)	\$ -		
2B. Deductions: Credits During the Month - (from line 17)			
3. Total Collectable	\$ 327,383.00	\$ (13,177.00)	\$ 46,434.00
4. Less: Face Collections for the Month	\$ 80,984.00	\$ -	\$ 18,035.00
5. Less: Deletions from the List (*)	\$ -		
6. Less: Exonerations (*)	\$ -		
7. Less: Liens/Non-Lienable Installments (*)	\$ -	\$ -	
8. Balance Collectable - End of Month (1)	\$ 246,399.00	\$ (13,177.00)	\$ 28,399.00
B. Reconciliation of Cash Collected			
9. Face Amount of Collections - (must agree with line 4)	\$ 80,984.00	\$ -	\$ 18,035.00
10. Plus: Penalties	\$ 8,098.00	\$ -	\$ 1,803.00
11. Less: Discounts/Variance	\$ -		
12. Total Cash Collected per Column	\$ 89,082.00	\$ -	\$ 19,838.00
13. Total Cash Collected - (12A + 12B + 12C + 12D)			\$ 108,920.00
NOTE: (1) PER BERKHEIMER/SCHOOL DISTRICT AGREEMENT - CARLOEE			

(*) ATTACH ANY SUPPORTING DOCUMENTATION REQUIRED BY YOUR TAXING DISTRICT

2025 Budget Request

To: Jenkintown Borough Council

From: Jenkintown Shade Tree Commission (STC)
Louisa Garrido, Chairperson

Date: November 20, 2024

The Shade Tree Commission (STC) consists of volunteers to help interpret the Jenkintown Borough Code on trees, and provide their opinion on Borough issues that involve trees. In addition, there is an annual planting of shade trees (in the fall) in the Borough that is supported by money appropriated by Borough Council, organized by the STC, and run by volunteers.

The STC had not planted trees for the 2020 or 2021 two seasons because of Covid-19. We are happy to report that we planted 18 saplings in 2022, 10 in 2023, and 7 for 2024. The cost per tree has increased over the past few years, with costs in 2023 being \$70/tree and an increase to \$75/tree in 2024. The tree diapers cost \$31/tree, so the cost per tree is up to \$106.

Trees play an integral part of our ecosystem and we have lost many old-growth trees recently due to age, disease, storms, and new development. Planting more trees on our landowners' properties is an integral way to continue to work towards our Jenkintown 2035 plan. To quote it, Jenkintown will be:

“a progressive, sustainable community that promotes walkability, bikeability, and environmental stewardship with tree-lined streets, open spaces, native and edible landscapes, and best practices for storm water and other natural resource management.”

For 2025, STC requests \$1,000 from the (01 General Fund). Depending on our account balance, we can up our number of tree plantings in 2025 to 15-20. We will use funding from our balance to buy stakes, ties, water bags, minor hand tools if needed and mulch (normally donated by Primex and we will again request this).

Moving forwards, the Jenkintown STC looks to build its list of volunteers, and market the opportunity to residents in Spring 2025 to place a tree order for fall 2025 plantings.

Thank you in advance for your consideration and support.

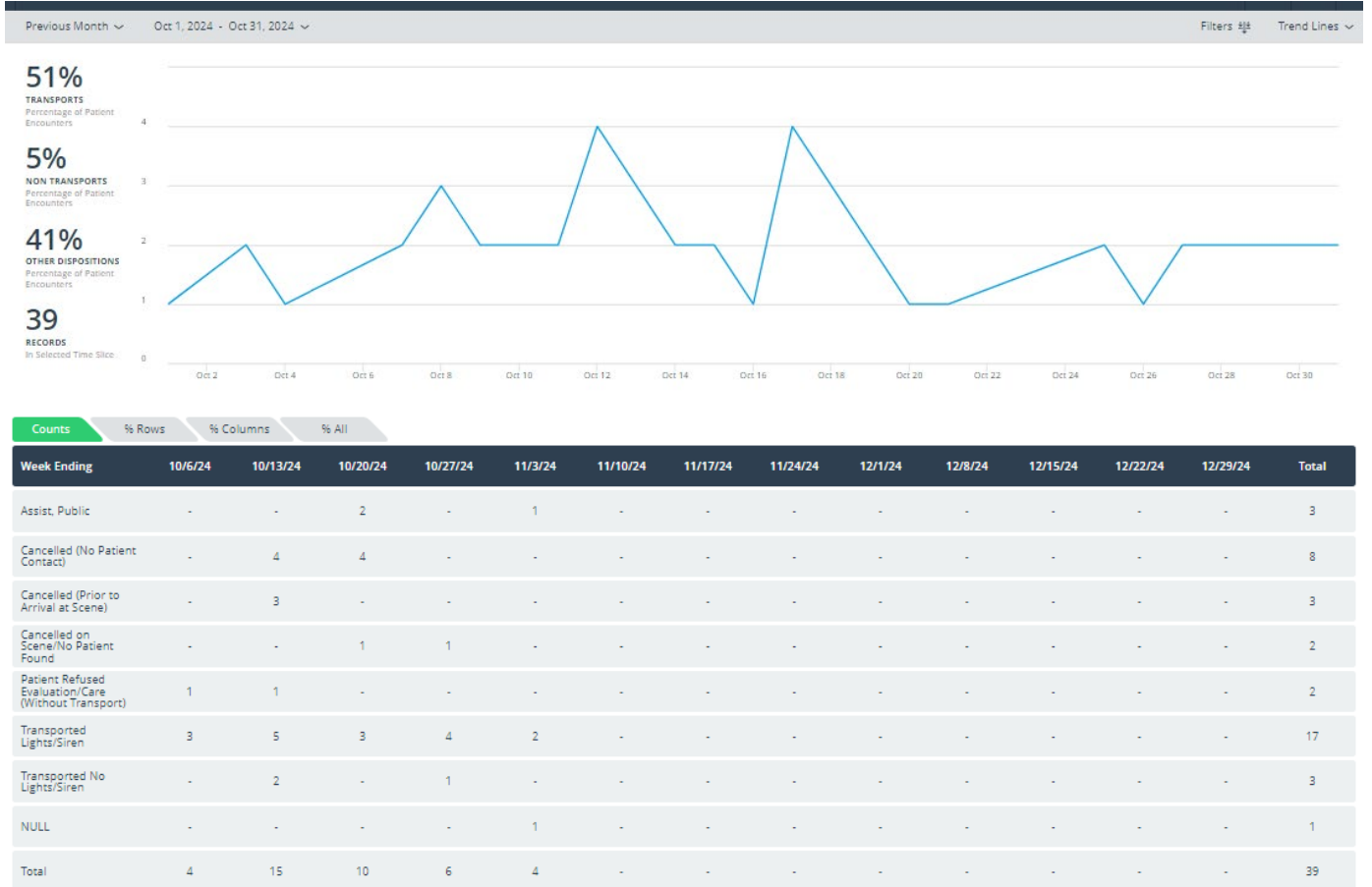
Second Alarmers Snapshot

Jenkintown Borough

November 2024



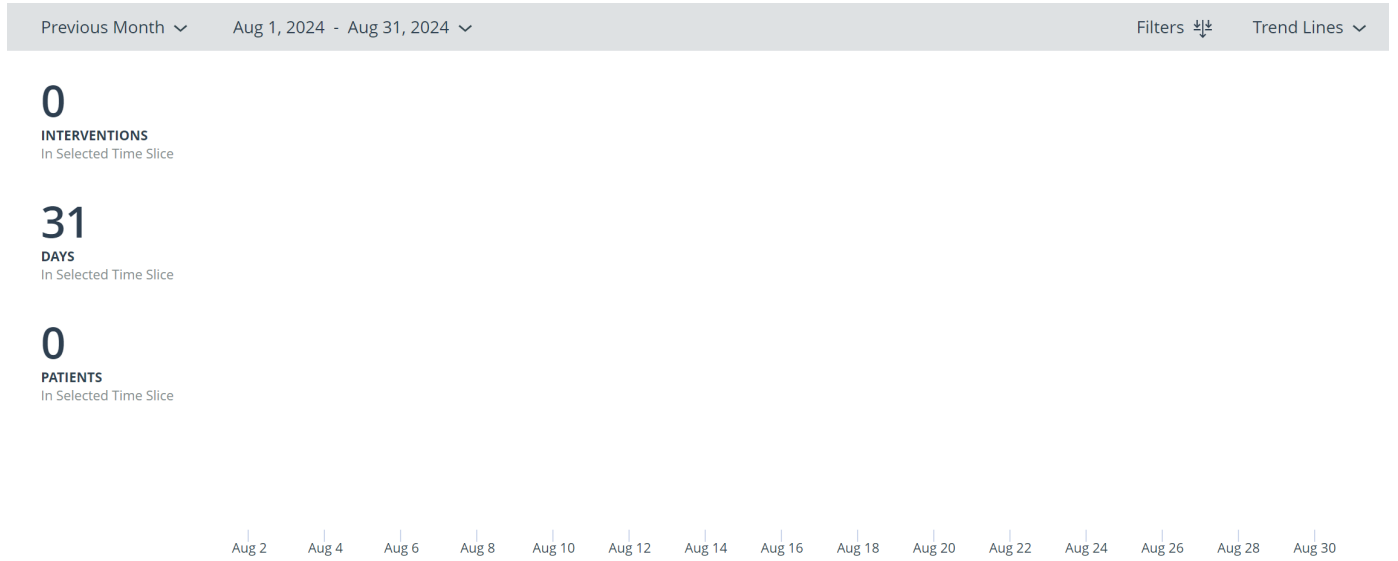
Calls for service in Jenkintown in: October 2024



October detail staffing:

Multiple	BLS/ALS	Abington/Upper Moreland Football Games-Career
10-2	BLS	Career Health Fair-Career
10-6	ALS	Whitpain Fire Expo-Career
10-9	Duty Crew	Hatboro Fire Company Open House
10-10	ALS	MS-1 Drill-Career
10-19	ALS	Ardsley Day & Pennypack Trust-Career
10-26	ALS	UM Band Competition-Career & 10-31 AFS Demo-Career

October 2024 Naloxone Administration Report- Jenkintown



October Staffing Report:

October ALS Full Staffing = 3348

October 2024

October 2023

ALS Actual Staffing = 3114 hours	ALS Actual Staffing = 2896 hours
Downgrade to BLS staffing = 155 hours	Downgrade to BLS staffing = 171 hours
Downgrade to no status = 79 hours	Downgrade to no status = 281 hours

Notable news:

On October 7th Assistant Chief Davidson met with several state lawmakers in Harrisburg along with representatives of the insurance industry and municipal organization representatives like the Municipal League, PSATS, PA Association of Boroughs, and the Association of Second-Class Townships to discuss balance billing and proposed balance billing legislation. This legislation is sorely needed to protect patients from policies that insurance carriers have in place that cause them to be responsible for large portions of EMS bills.

On October 29rd Governor Shapiro signed Senate Bill 365 into law. This bill extends workman's compensation benefits to first responders who suffer from Post Traumatic Stress Injury attributed to a work-related exposure. At face value this is considered a very positive thing by many first responders however there are some concerns of the financial impact that it will have on workman's compensation policies and the ability of public safety agencies to shop for comp insurance in a competitive marketplace.

Other legislation signed into law in October:

SB1132 (First Class Townships): [btCheck.cfm](#)

SB1133 (Second Class Townships): [btCheck.cfm](#)

SB1134 (Boroughs): [btCheck.cfm](#)

These bills permit a borough council or board of supervisors in a municipality with an EMS tax to waive the appropriation limitation for any calendar year by resolution. Currently municipalities are limited in that appropriation to one-half of the revenue generated from the tax for the purpose of paying salaries, benefits and other compensation.

ESTIMATE

P&M Construction and Service Inc
622 Eugenia Road
Horsham, PA 19044

info@pmconstructionservice.com
+1 (215) 674-0836



Bill to

Borough of Jenkintown
700 Summit Ave.
Jenkintown, PA 19046

Estimate details

Estimate no.: 1231
Estimate date: 11/21/2024

P.O. Number: (Asphalt) Summit/ Town Sq.
Sales Rep: George Locke

#	Date	Product or service	Description	Qty	Rate	Amount
1.	11/21/2024	P&M Estimate	P & M Landscape Company will supply all the necessary labor, equipment and material to complete the following work in a clean, safe professional manner:	1	\$0.00	\$0.00
2.		Misc.	Area: 700 Summit Ave. (Parking Lot)- Mill out 2" of damaged asphalt, load all millings and haul off-site. Haul and install new Hot ID-2 wearing course and compact with 2-ton roller. Seal all seams. 12 sq. yds \$480	1	\$0.00	\$0.00
3.		Misc.	Area: Town Square Parking Lot Mill out area 20'x40' @ approx. 2" depth. Load all millings and haul off-site. Haul and install 2" of Hot ID-2 wearing course and compact with 2-ton roller. Seal all seams. 89 sq. yds \$3,560	1	\$0.00	\$0.00
4.		Misc.	Area: Town Square Parking Lot (Entrance)- Mill out 4'x18' area. Load all millings and haul off-site. Haul and install 2" of Hot ID-2 wearing course and compact with 2-ton roller. Seal all seams. 8 sq. yds. \$320	1	\$0.00	\$0.00

Total

\$0.00

Note to customer

Thank you for your consideration.
P & M Construction & Service
215-674-0836

Accepted date

Accepted by

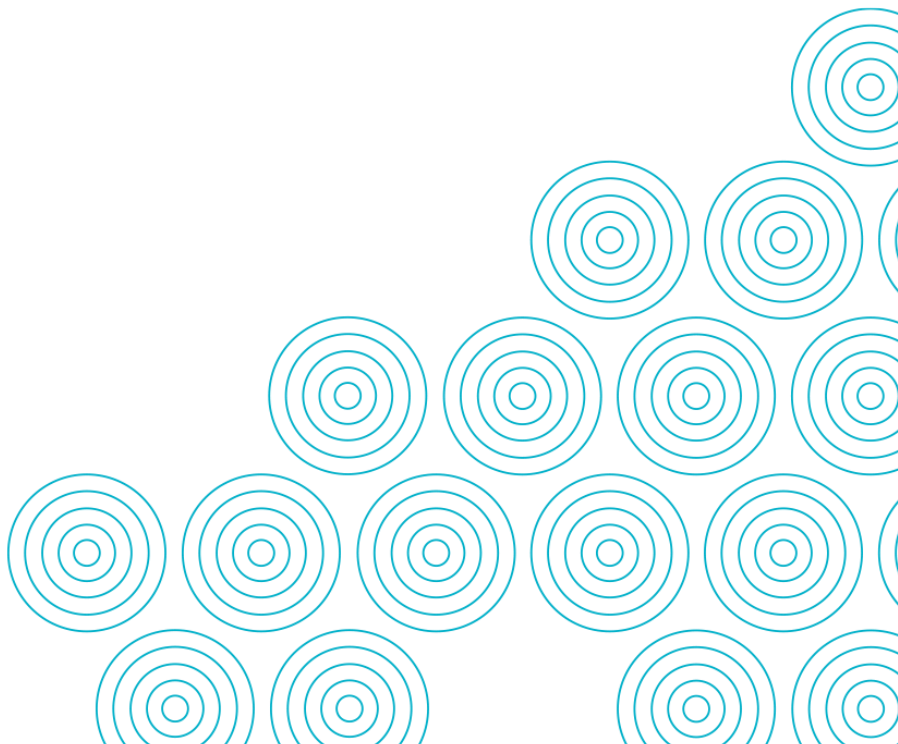


W A T E R W O R T H TM

Continuous Utility Rate Management

Customized for: George Locke - Jenkintown, PA
Prepared by: Billy Gorn - Waterworth
billyg@waterworth.net
(206)-647-3818

Date: 11/22/2024



OUR MISSION

Empowering financially sustainable local government services and winning back the public trust.



YOUR GOALS

Based on conversations with Jenkintown Staff, we understand your key goal is:

Establish a long-term plan to accommodate the major financial and capital needs of Jenkintown as well as those determined by external entities. In addition to having the ability to adapt to ever-changing financial scenarios.

Related priorities:

- Proactively renew and replace aging infrastructure
- Plan for pass through costs from external sources
- Understand impacts to sewer rates
- Ensure services remain affordable for the community
- Rebuild cash reserves
- Fund share of upcoming excess tank project
- Maintain good communication between staff, elected officials and the public.

Waterworth can help the Borough of Jenkintown achieve these goals and priorities through **Continuous Utility Rate Management.**

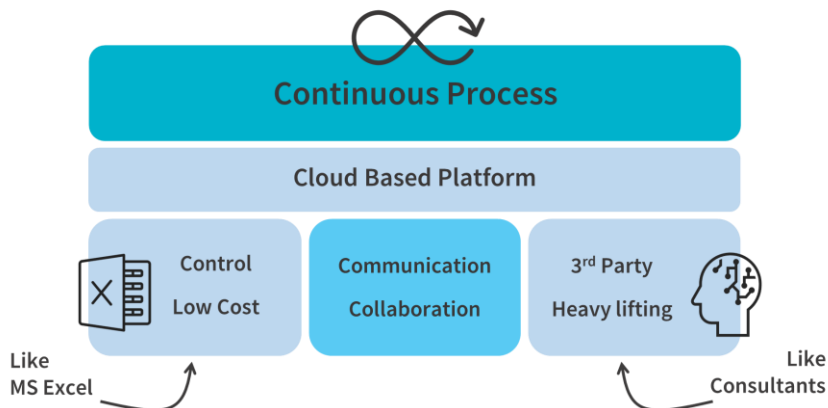
Continuous Utility Rate Management

What is it?

There are two methods of rates management commonly used today. When people want total control and low cost, they build in-house models with Microsoft Excel. We all love Excel - you can build what you want, it's flexible and practically free. It also has headaches. With Waterworth you have the control but without the headaches that come with maintaining an Excel spreadsheet. It's easy to use and very cost effective.

Other communities use rate consultants. They do an excellent job. They're experts and bring credibility to a council presentation. Similarly, the Waterworth team can step in as needed to do the heavy lifting and facilitate communications and action among staff and your elected officials.

Waterworth also addresses a critical gap by enabling easy Communication & Collaboration between individual departments, city administration and elected officials. With Waterworth, options can be carefully and efficiently reviewed, updated, reported on, compared with other scenarios. You can communicate difficult financial stories with ease so Council and the public can really buy in to the right decisions.



The thing our customers love the most is how we enable Continuous Rate Management. Rate studies are static in time. But variables keep changing - inflation is high, projects are getting repriced and reshuffled, interest rates fluctuate, sometimes you might get a grant, but you don't want to plan on it.

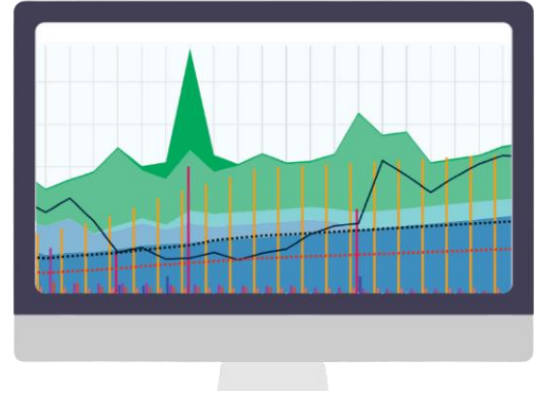
With Waterworth, you can stay in total control of all the moving parts while keeping everyone on the same page. This makes managing rates effortless and builds a synergistic relationship between city and elected officials.



KEY FEATURES

LONG-TERM FINANCIAL MODEL

Develop a full-cost recovery model to understand long-term revenue requirements. Integrate CIP, Master Plans, and future capital reinvestment budgeting along with debt service scenarios, cash reserve policies, and tie it all back to a rate schedule.



ASSET REPLACEMENT SCHEDULE

Leverage your GIS data to produce a long-term asset replacement schedule to understand the cost of sustainable ownership, and benchmark how much to invest annually in capital renewal to avoid emergencies and preserve intergenerational equity.

COST OF SERVICE ANALYSIS

Review historical demand patterns and work towards a true cost-of-service model for each customer category including wholesale customers. Explore cost reallocation scenarios to see how you can make rates more equitable.

RATE DESIGN

Onboard billing data, analyze your current rate structure, easily model new rate structure options and immediately visualize the billing impacts of various options – what the changes will mean for revenues and affordability for residents.

SCENARIO EXPLORATION

Perhaps one of the most powerful features is the ability to quickly create and manage scenarios, compare them visually using 3 comparative modes (difference, side-by-side, overlay) and combine scenarios from different service areas into one complete organization-wide model.



SAVE TIME AND AGGRAVATION

Take pride in telling a better financial story. This makes communicating tough, complex issues easier leading to more efficient conversations. In the end, smarter decisions are made more quickly and with very little effort. Everyone saves time and aggravation.

BENEFITS



LEVERAGE YOUR DATA TO DRIVE BETTER DECISIONS

Up-to-date data reflects the real-world circumstances of your community so you can have confidence that analysis and recommendations plot the best path forward in real-time. Waterworth is compatible with many other systems, so onboarding is relatively easy.



ENSURE LONG-TERM FINANCIAL SUSTAINABILITY

Plan for intergenerational equity by first determining long-term cost of sustainable ownership of infrastructure. Then become financially resilient and mitigate uncertainty about future events through better planning by developing and exploring scenarios.

LEVERAGE PROFESSIONAL SUPPORT THAT'S TAILORED TO YOU

Short-staffed? Think of us as a specialized part of your team. We're here to make sure you are asking the right questions and making progress towards community goals. Support is here, whenever and however you need it: we'll assist with data needs, analysis, scenario exploration, presentation, and succession.

We've got your back!



UNLIMITED SUPPORT & ADVISING

Included with all services. We're here for you by chat, email, phone or zoom as much or as little as needed to ensure you meet your goals.

- Unlimited 1:1 coaching with all included tools
- Expert advice with Financial Modeling, Cost of Service Analysis, Infrastructure Analysis and Rate Design
- Onboarding and refining of external financial model or Pro Forma into Waterworth's financial model
- Assistance with project management and organization to help meet deadlines and stay on track of priorities
- Training for effective communication with elected officials and between departments
- Assistance with analysis of complex datasets, and impact analysis of any scenarios or proposed changes
- Assistance with presenting models internally or to Boards/Councils
- Assistance with onboarding instructions for Assets, Population, Flows or Billing Data
- Training of new staff on Waterworth
- Facilitating succession transitions



METHODOLOGY

Waterworth is based on the fundamentals of rate design as outlined in AWWA M1 and WEF 27.

These manuals set the industry accepted standard practices in financial planning and rate making to establish cost-based rates, fees, and charges to recover the full costs associated with utilities.

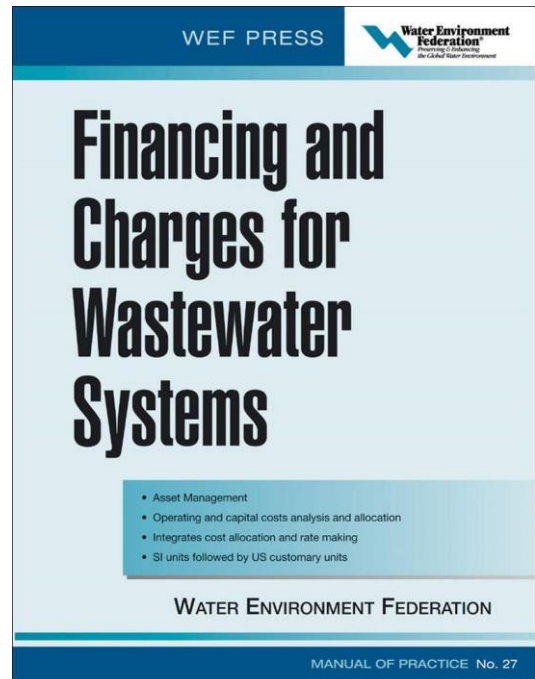
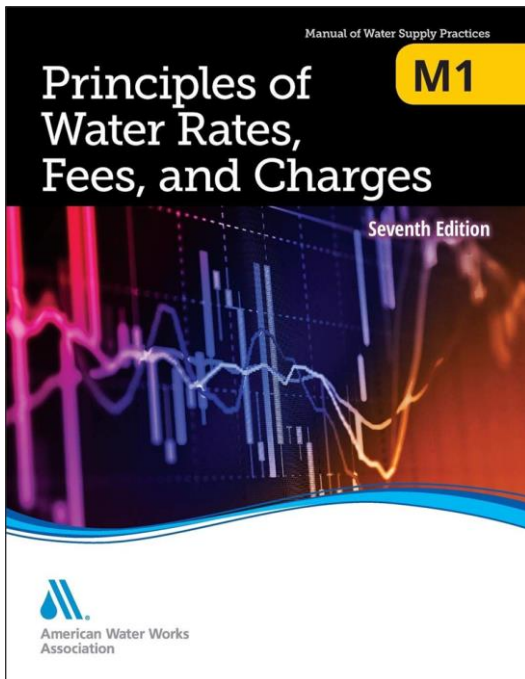


American Water Works Association

Dedicated to the World's Most Important Resource®



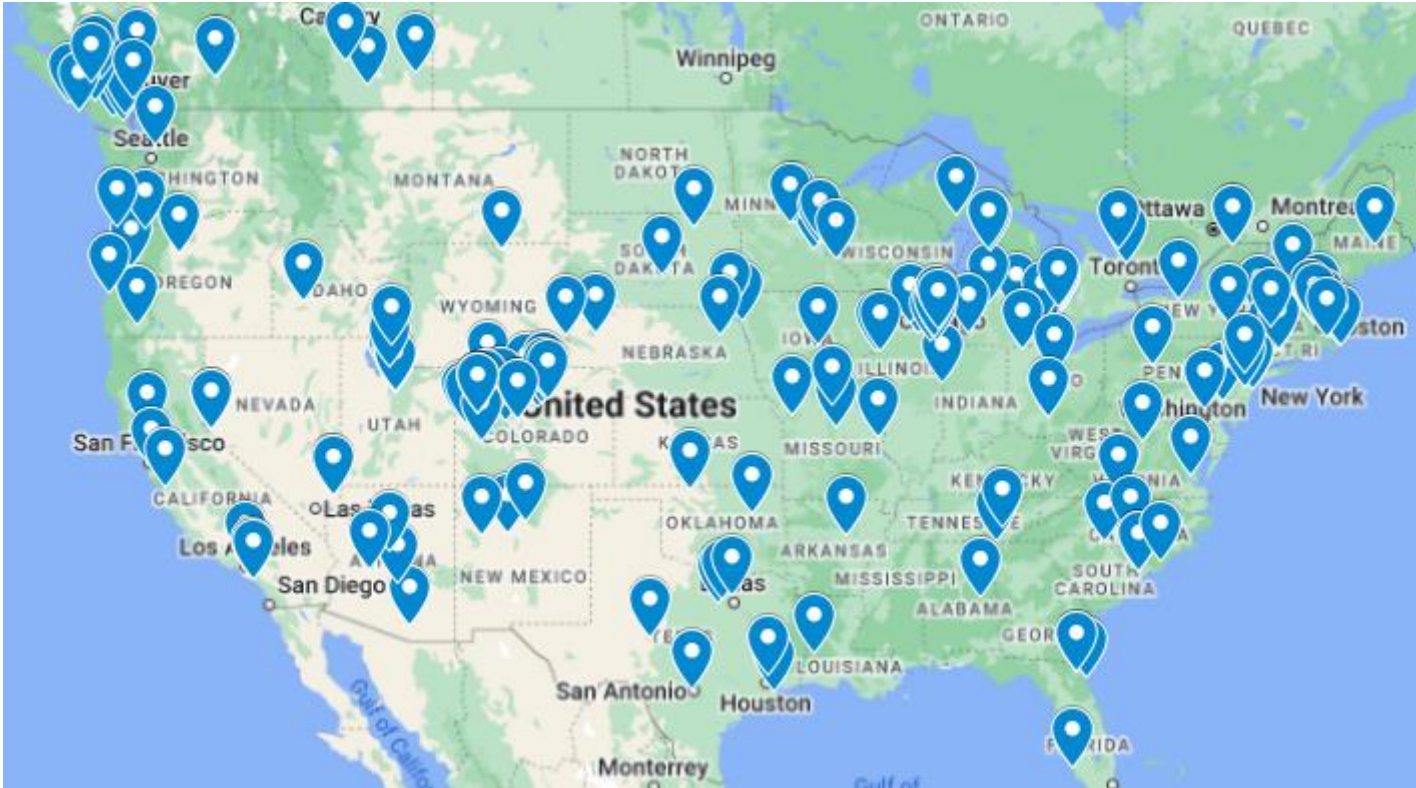
Water Environment Federation®
the water quality people®





WHO ELSE DOES THIS?

Waterworth is trusted by over 200 cities and towns across North America.





CLIENT TESTIMONIALS

“We informed our Board that inflation has severely impacted the costs of our capital projects and it became clear that without a \$7,000,000 bond, we would be in trouble.

It is amazing how much easier this process is now that we have Waterworth. Whenever we have discussions with our Board we use Waterworth to review and explore options. Because we do this frequently, the board is familiar with the model and so they trust in Waterworth. The discussion regarding the need to obtain the \$7,000,000 bond lasted less than 10 minutes.”

Wes Smith, CFO
Virgin Valley Water District, Nevada



“What’s great about Waterworth is that I don’t have to wait for a consultant and compile all kinds of information.

I can go into my model and get a snapshot of what I’m looking at... it’s the convenience of being able to get the information I need quickly and whenever I want.”



Yvonne Acuña, Assistant Finance Director
City of Leon Valley Texas

John Mastandona, Director of Finance
Village of Western Springs, Illinois



"That's how we have found Waterworth to be valuable: showing our elected officials the scenarios of if we don't do anything, if we do something, and having those changes side by side.”

“We’ve been trying to do this on our own for 10 years, to have something so turnkey was just an absolute blessing.”



Lisa Vollbrecht, Public Utilities Director
City of St. Cloud, Minnesota



ANNUAL SUBSCRIPTION

Item	Description	Unit Price	Cumulative Price
1 st Service Area	Software Access to Wastewater Service Area Unlimited Support and Advising for Wastewater	\$5,500	\$5,500
Total USD			\$5,500

Optional Future Upgrades

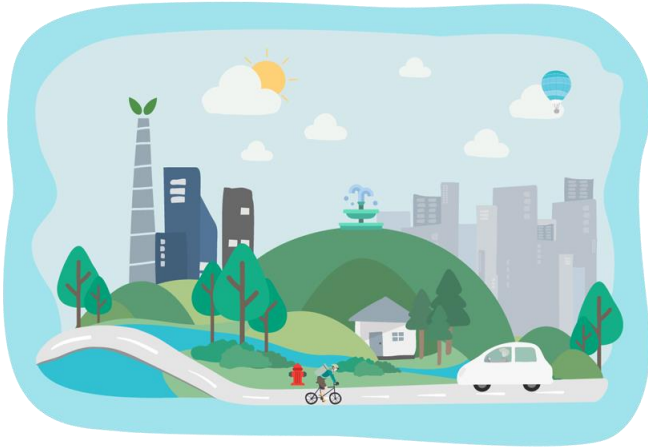
2 nd Service Area	Software Access to 1st General Fund Service Area. Unlimited Support and Advising	\$2,310	\$7,810
3 rd + Service Areas	Software Access for any additional General Fund Service Areas. Unlimited Support and Advising	\$1,650 each	\$9,460+

Included:

- Implementation
- Unlimited User Licenses
- Unlimited Support and Advising
- Training
- Workshop Facilitation
- Presentation
- Assistance with: Data Onboarding, Data Analysis, Scenario Exploration



Subscription effective date is on the day of the Getting Started Meeting when user sign-in accounts are created. Renewal invoices will be sent 60 days before the anniversary of the effective date. Prices set to increase by 5% per year.



MUNI WORTH

Waterworth’s sister solution, **Muniworth** brings the same analytical and financial planning power to all of your publicly funded services.

Muniworth is an easy-to-use cloud-based analytics platform that uses data visualization to make analysis, planning and communication about funding key infrastructure easier for everyone to understand and talk about.

Along with experienced advising and professional support, Muniworth makes your job easier.

- Easily communicate city-wide capital needs
- Develop a comprehensive financial plan
- View aggregated analysis across departments and entire organization
- Visualize data consistently
- Ensure sufficient funding for all services



Service areas include: Streets, Facilities, Fleet, Solid Waste, Recycling, Public Safety, Fire, Airport, Marina, and many more, in addition to General Fund.



Anthony Theodorou, Engineer
Project Control Engineering

"We're figuring out how to overlap these things, to see when water and sewer projects are coming up... and how they'll line up with our road projects. In Muniworth, you can jump in and out of those different utilities."



SOLE SOURCE

Waterworth is a unique and specialized solution with no comparable alternative. No customer has ever had to procure Waterworth through an RFP process.

Sole Source Qualifying Factors

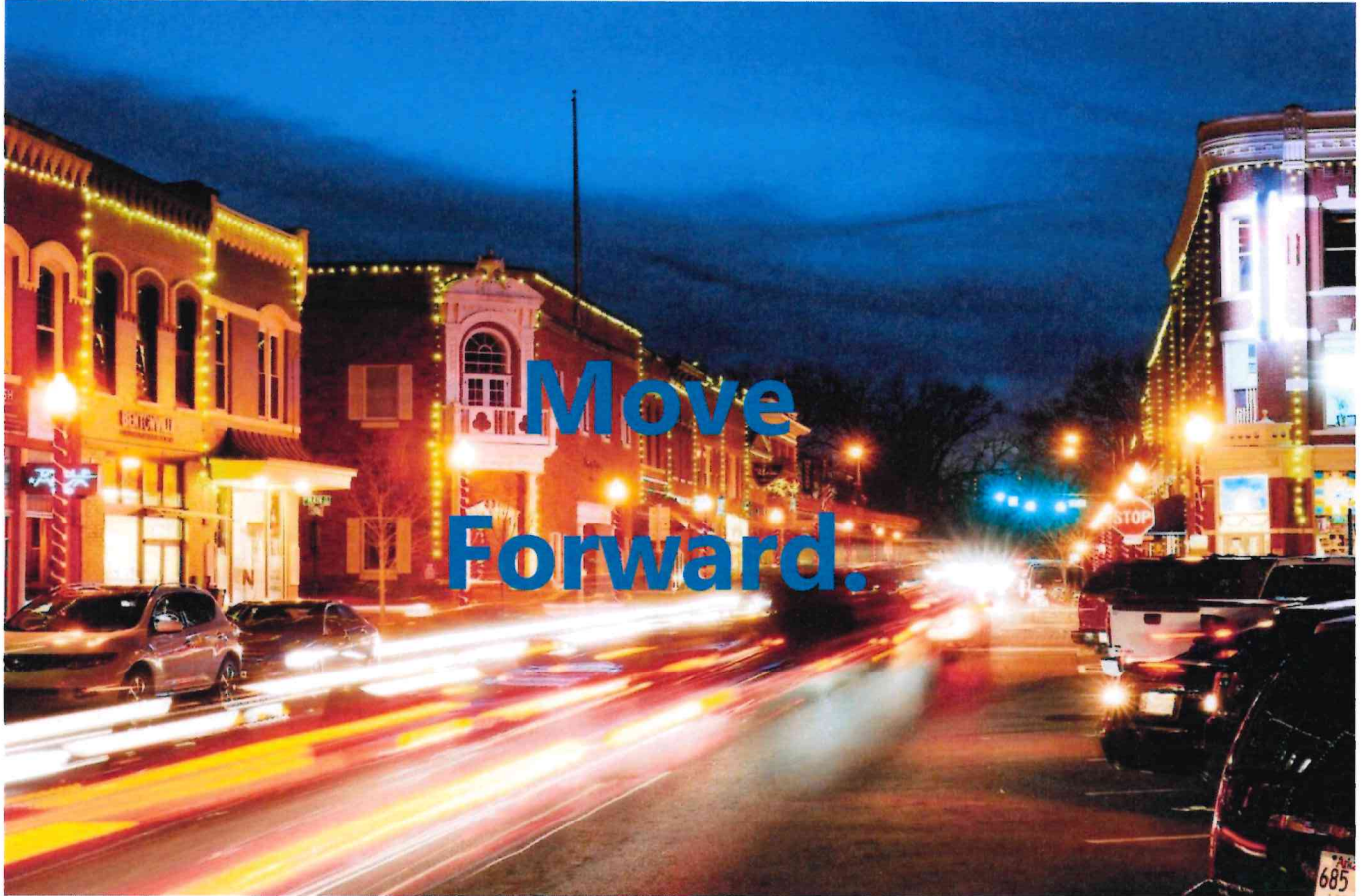
1. Unique & Proprietary Technology
2. Highly Specialized Purpose-Built
3. Compatibility with Existing Systems
4. Quick Implementation & Training
5. Professional Advice & Coaching

Based on the Sole Source Requirements outlined by the National Association of State Procurement Officials (NASPO), the Single/Sole Source Procurement our clients have referenced when subscribing to Waterworth.

Sole Source Documentation available upon request:



- Template memo to council/board that you can edit
- Detailed documentation describing what is unique and specialized about Waterworth in support of sole sourcing



Prepared For

Borough of Jenkintown, PA

Parking Enforcement & Permit Management Software

Jody Backes

317.402.5503

Jody.Backes@t2systems.com

4/18/2024

Quote # Q-42388

T2 Permits and Enforcement UPsafety Solution | Cost Proposal

Hardware

Unlike many enforcement providers, we provide full, in-house support for the hardware we resell to you. That means that instead of calling the manufacturer's technical support hotline, you're calling our fully US-based staff under the same one-hour Service Level Agreement we maintain for our software. We believe anything less is not supporting the whole solution.

UPsafety XF Print All-in-One Enforcement Handheld Package - \$2,695.00 per device

We recommend this one-piece device as the workhorse for your enforcement personnel. The hardware package includes the XF Rugged handheld device with a built-in printer, Samsung Note 20, two hot-swappable external battery packs, which allow both the device and a supplemental battery to be charged in tandem, a charging dock, power supply/charging cable, strap, carrying case and vehicle charger.

Data Plan Option

UPsafety Verizon LTE Data Plan - \$420.00 Per Year

We resell data plans from Verizon exclusively because their network and speed are uncompromising. This plan includes mobile data for one device.

Platform Products (includes 24/7 Software Support)

CityCite™ Platform

UPsafety Subscription Service - PE Mobile License(s) - \$2,988.00 per year per license

We sell our cloud-hosted software suite at a recurring license fee per device based on the functionality utilized.

This fee includes:

- 1) A license for (1) mobile user and (1) cloud user to use our front-end data entry software and cloud-based back-end management software. This includes access to all software features, **including the iPermit permitting module.**
- 2) 24/7/365 in-house help desk support for all software and hardware issues.

4/18/2024

Quote # Q-42388

- 3) Access to our *Client Resource Center*, which provides in-depth details of the functionality within our mobile and back-end software, including video demonstrations and guided walk-throughs.
- 4) All software updates, including product enhancements, issue resolutions, and new feature releases as they become available. Since its inception, we have been releasing new software to clients rapidly.

Some major upgrades in 2021, provided at no additional cost to ALL current subscribers, included:

- New Permits dashboard with data visualizations and quick reports.
- Geo-zone Mapping for Permits
- Temporary hourly and daily permits
- New embedded documentation site with training videos and feature walkthroughs
- Major UI upgrades to enhance user experience and simplify workflows
- Two-way integration with T2 Collections service, CCS

To ensure these features are fully utilized, we regularly hold *UPsafety User Webinars*, at no additional cost to subscribers, before each major update to identify, train, and answer all customer questions and concerns. Users who cannot make the webinar can request a recorded copy to view anytime.

- 5) One free admission to our 2024 Connect Users Conference.

Patron Payment Portal – Greater of 4.00% or \$3.00 per Citation or Permit Paid Online

We can fully customize an e-commerce site to meet your needs, including branding, adding customized dispute fields, and developing lookup logic. Through the portal, patrons can:

- Review photo evidence, as well as all ticket data recorded at the time of issuance
- Pay tickets online, from the moment a ticket is issued, via QR code on the ticket, the website printed on the ticket, or, through the Interactive Voice Response (IVR) phone number
- Dispute and inquire as to ticket status, including the upload documents to be viewed by enforcement or administrative staff

For example when a violator pays a \$30.00 citation, they will pay the citation amount, plus the service fee, and we will remit the full \$30.00 citation value to you next day.

4/18/2024

Quote # Q-42388

UPsafety Personalized Webinar Training \$895.00 one-time fee per training Training and Implementation

This fee is for online training of your officers and administrators on how to use the system inside and out and training managers to a Train the Trainer standard.

UPsafety Cloud Set Up and Customization \$1,875.00 one-time fee

We charge this fee to fully customize the cloud to your department, including setting permissions for each individual employee, implementing ticket lifecycle business logic, creating report templates specified by managers, importing common street names to optimize officer drop-down lists, and more.

Our project managers work quickly, and with your help, we can implement your perfect solution within 90 days of contract signing. For projects that cannot be implemented by T2 within 90 days of the contract execution date due to factors within your control, an extended project management fee of \$500 per week will apply.

Factors within your control include but are not limited to your failure to provide appropriate information, resources, or personnel reasonably necessary to complete implementation. Any delays caused by third parties or events outside the control of either T2 or you would not be applicable.

Programmatic Data Conversion – *Fee waived for standard data conversions*

Assuming cooperation from the incumbent vendor, we will migrate all records from the current system to CityCite.

Optional Products, Processing Services & Other per Item Services

UPsafety Hardware Care Program \$420.00 per year

In the case of hardware damage or failure, this warranty fully covers:

- 1) Immediate shipment of a no-cost Loaner device to replace the affected device
- 2) A call tag for the affected device for shipment to our offices for repair
- 3) Shipping for the repaired device back to your offices
- 4) A call tag for the Loaner device

This provides for instant remediation of hardware issues and keeps officers enforcing.

4/18/2024

Quote # Q-42388

UPsafety Payment Terminal BBPOS WisePOS E

If the Client would prefer a more integrated option for in-person credit and debit card payments, these Terminals integrate directly to the UPsafety cloud, allowing the Client a fully web-based point of sale that allows:

- Payments are to be initiated directly through the Cloud software. When a cashier selects "Accept Card Payment," the Terminal will accept payment only for the number of selected items.

Boasting a full-color touchscreen display, the BBPOS WisePOS E comes with EMV standard and allows for expanded functionality as payment trends change, including mobile wallet acceptance, EMV capabilities, and NFC/CTLS.

If Terminal(s) are utilized: UPsafety Payments Fee – 2.99% and \$0.25 per Transaction

This fee will be billed monthly and included on a unified invoice for processing completed through purchased and utilized UPsafety terminals in the previous month, never taken out of your remittance totals. This makes it easier to track, manage, and audit.

UPsafety Automated Lookups - DMV Research (dependent on state regulations)

DMV research for violators, we charge Per Successful Plate Lookup, which means that a charge is only incurred if a valid address has been found for the requested plate.

In State - billed at cost.

For DMV research for in-state violators, we only charge for lookups when the state levies a fee to conduct a lookup (Pennsylvania does not charge).

Out of State Lookups billed at \$2.50 per successful Lookup

For DMV research for out-of-state violators, we charge Per Successful Plate Lookup, which means that a charge is only incurred if a valid address has been found for the requested plate.

UPsafety Automated Delinquent Notices – \$1.00 per Automated Notification

The cost of customizing physical notices, which will be mailed to violators as warnings and requests for payment or for any other automated correspondence on behalf of your organization, is fully included in the setup process. This fee is for the printing, stamping, and mailing physical notices to violators.

UPsafety Paper 3in Plain Polyvinyl Thermal - \$169.00 per case

We provide top-quality water and tear-resistant polyvinyl paper. There are 50 rolls per case, and clients see anywhere between 60-70 tickets per roll.

T2 Systems, Inc. - Confidential Quotation a Verra Mobility Company

8900 Keystone Xing, Suite 700
Indianapolis, IN 46240-4697



For: Jenkintown Police Department
Quote ID: Q-42388
Date Issued: 4/17/2024
Expires: 7/16/2024

Bill To:
 Jenkintown Police Department 700
 Summit Ave
 Jenkintown, Pennsylvania 19046 United States

Ship To:
 Borough of Jenkintown,
 PA 700 Summit Ave
 Jenkintown, PA 19046
 United States

Prepared By:
 Jody Backes

George Locke
 215-885-0700 ext. 202
 glocke@jenkintownboro.com
 EIN: tbd

Prepared For:
 George Locke

Subscriptions

Product Name	Product Code	Quantity	Sales Price	Total
UPsafety Hardware Care Program		6.00	USD 1,260.00	USD 2,520.00
Year 1	100.5006	2.00	USD 420.00	USD 840.00
Year 2	100.5006	2.00	USD 420.00	USD 840.00
Year 3	100.5006	2.00	USD 420.00	USD 840.00
UPsafety/Flex Verizon LTE Data Plan		6.00	USD 1,260.00	USD 2,520.00
Year 1	100.5003	2.00	USD 420.00	USD 840.00
Year 2	100.5003	2.00	USD 420.00	USD 840.00
Year 3	100.5003	2.00	USD 420.00	USD 840.00
UPsafety Subscription Service - PE Mobile License(s)		6.00	USD 8,964.00	USD 17,928.00
Year 1	100.5000	2.00	USD 2,988.00	USD 5,976.00
Year 2	100.5000	2.00	USD 2,988.00	USD 5,976.00
Year 3	100.5000	2.00	USD 2,988.00	USD 5,976.00
TOTAL:				USD 22,968.00



Services

Product Code	Product Name	Quantity	Sales Price	Total
100.5029	UPsafety Personalized Webinar Training	1.00	USD 895.00	USD 895.00
100.5014	UPsafety Client Cloud Setup & Customization	1.00	USD 1,875.00	USD 1,875.00
TOTAL:				USD 2,770.00

Hardware

Product Code	Product Name	Quantity	Sales Price	Total
105.0765	UPsafety/Flex XF Print All-in-One Enforcement Handheld Package	2.00	USD 2,695.00	USD 5,390.00
663.1000	UPsafety Paper 3in Plain Polyvinyl Thermal, 200 3.2 Appleton, 80mm- Hgp-3 (50 rolls)	2.00	USD 169.00	USD 338.00
TOTAL:				USD 5,728.00

Year 1 Total: USD 16,154.00

Year 2 Total: USD 7,656.00

Year 3 Total: USD 7,656.00

Net Total: USD 31,466.00

Tax Amount: USD 1,721.76

Tax Comments: N/A

Total: USD 33,187.76

Additional Information:

Freight Term: FOB-VEND-PP

Payment Terms:

IRIS Profile: Will be purchasing pay stations under another opp.

End User: Jenkintown Police Department

GP Customer Number: 4212

Billing Terms

Additional fees for variable cost services utilized.

Hardware, including subcontractor hardware, and shipping invoiced at time of delivery.

Subscriptions are invoiced upon receiving access to licensed product.

Professional Services invoiced on Project Go-Live.

Travel invoiced as incurred.

Tax rate, if applicable, will be finalized for calculation at time of invoicing.

Invoices paid via credit card will incur a 2.5% convenience fee.

Purchase orders can be forwarded to purchaseorders@t2systems.com



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Quote is developed in conjunction with Statement of Work, if applicable. If any billing term language conflicts occur, Standard Billing Terms section of Statement of Work document takes precedence.

Quote Number: Q-42388

Customer

Signature

Print Name

Title

Date

PO #

A handwritten signature in blue ink, appearing to read 'George Locke', written over a horizontal line.

George Locke

Borough Manager

11/7/2024



T2 Master Customer Agreement

This Master Customer Agreement ("Agreement") is made by and between T2 Systems, Inc. 8900 Keystone Crossing, Suite 700, Indianapolis, IN 46240 ("T2C or T2 Systems") and Borough of Jenkintown, 700 Summit Ave. Jenkintown, PA 19046("Customer") as of the Effective Date set forth below.

By signing this Agreement, the parties acknowledge to have read, understand and agrees to be bound by the terms and conditions of this Agreement.

1. **BACKGROUND.** The Agreement establishes the overall contractual framework and the applicable terms and conditions. Under the Agreement, Customer may acquire or license Products and procure Services by entering into an Addenda. The following Addenda will be entered into by Customer and T2 Systems or one of its Affiliates and each will be incorporated in this Agreement herein.

-UPsafety Software Subscription Addendum
-Collection Services Addendum

In the event of any conflicts in the terms of the applicable Addenda and the Agreement, the terms of the Addenda shall control.

2. **DEFINITIONS.** In this Agreement:

- (a) **"Addenda" or "Addendum"** means each document referencing this Agreement which may include a Quote, Order Form or Statement of Work, executed by Customer and T2 Systems or one of its Affiliates under this Agreement to place orders for Products and/or Services.
- (b) **"Affiliate"** means, in respect of an entity, any entity which directly or indirectly controls, is controlled by, or is under common control with such entity. "Control" for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of an entity.
- (c) **"Confidential Information"** means and includes any written or orally or visually disclosed information relating to the disclosing party's business identified as "confidential" or "proprietary" or which the receiving party should reasonably know is confidential or not generally known to the public, including, without limitation:
 - (i) all know-how, technology, Documentation and other proprietary information owned, licensed, used or developed by the disclosing party, including proprietary rights protected by trade secret and other intellectual property rights, and;
 - (ii) all information relating to the disclosing party's business, the source code for the Software, the Services, and to all other aspects of the disclosing party's structure, personnel, operations, financial matters, marketing, commercial strategies, customer lists, Customer Data, contractual records, correspondence, products, programs, devices, concepts, inventions, designs, methods, data, and items provided to the disclosing party by third parties subject to restrictions on use or disclosure.
- (d) **"Customer Data"** means the data provided to T2 Systems by Customer and Customer's authorized end users who access or use Software as permitted in an Addendum.



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- (e) "**Documentation**" means the documentation, help files, user manuals, handbooks and any other written or electronic material relating to the Products and Services provided by T2 Systems to its customers from time to time.
- (f) "**Effective Date**" means the latest of the dates on which this Agreement is executed by Customer and T2 Systems as indicated in the signature block at the end of these terms and conditions.
- (g) "**Hardware**" means the T2 Systems hardware sold and provided by T2 Systems to Customer under an Addendum.
- (h) "**Products**" means the T2 Systems products licensed or sold by T2 Systems to Customer under an Addendum including Software and Hardware.
- (i) "**Quote**" or "**Order Form**" means the quote provided by T2 Systems to Customer related to the ordering of Products and/or Services as set forth in the applicable Addendum. Unless otherwise stated in the Quote, each Quote is incorporated and made part of the applicable Addendum.
- (j) "**Representatives**" means, in respect of a party, the directors, officers, employees, agents and contractors of such party.
- (k) "**Services**" means the T2 Systems services provided by T2 Systems to Customer under an Addendum.
- (l) "**Software**" means the T2 Systems Software access to which is licensed by T2 Systems to Customer under an Addendum.

All other terms defined in this Agreement shall have the meanings ascribed thereto.

3. **TERM.** This Agreement shall commence on the Effective Date and remain in full force and effect until terminated in accordance with its terms.

4. **FEES AND PAYMENT.**

- (a) Customer agrees to pay to T2 Systems the fees plus all applicable taxes as set forth in the applicable Addendum.
- (b) All fees are exclusive of all taxes, duties and levies of any kind, including any sales, use, excise, value-added and other applicable taxes, withholdings, and governmental charges (collectively, "**Taxes**"). Customer shall pay all applicable Taxes, other than taxes on T2 System's income. If T2 Systems pays any such amounts on behalf of Customer, Customer shall reimburse T2 Systems upon presentation of proof of payment.
- (c) If Customer claims an exemption from any such taxes, Customer shall provide to T2 Systems an appropriate exemption certificate. If Customer challenges the applicability of any tax, Customer shall nevertheless pay the same to T2 Systems and Customer may thereafter challenge the tax and seek a refund thereof. Customer agrees to indemnify and hold harmless T2 Systems from any cost, fee, penalty or expense (including counsel fees) in connection with any assertion by any taxing authority that T2 Systems has failed to collect and remit their sales or use tax on transactions hereunder or to pay any property taxes on the copies of the Software in Customer's possession but shall have no such obligation to T2 Systems with respect to any amount paid by Customer to T2 Systems and not remitted to the relevant taxing authority.

5. **OWNERSHIP.**

- (a) Customer agrees that the Software, Documentation and Services are proprietary products and services of T2 Systems and that all right, title and interest in and to the Software, Documentation and Services, including all associated intellectual property and other proprietary rights, are and shall at all times remain with T2 Systems and its third party licensors. The Software contains trade



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secret and proprietary information owned by T2 Systems or its third party licensors and is protected by copyright laws and international trade provisions and other applicable law. Customer must treat the Software like any other copyrighted material and Customer may not copy or distribute the Software or the Documentation, electronically or otherwise, for any purpose. Any Software provided under an Addendum will be licensed not sold to Customer.

- (b) Customer agrees that any copies made of the Software, Documentation, any other T2 Systems Confidential Information and any other material obtained from T2 Systems shall preserve unaltered patent, trademark, copyright, proprietary or confidentiality notices contained therein.
- (c) Each party recognizes and acknowledges the great value of the goodwill associated with the name and trademarks of the other party, and the identification of the proprietary party's goods or services therewith. Each party agrees that it obtains no rights, title or interest of any kind in or to any of the trademarks, tradenames, logos, service marks or other markings belonging to the other party or its suppliers.

6. CONFIDENTIALITY.

- (a) Each party agrees to hold all Confidential Information of the other party in strictest confidence, not to make use thereof other than for the performance of this Agreement, to disclose such Confidential Information only to its Representatives who are under an obligation of confidentiality with respect thereto and who require such information for the performance of their duties, and not to disclose such Confidential Information to any third parties, except with the disclosing party's prior written consent; provided, however, that the foregoing restrictions shall not apply to Confidential Information of the other party:
 - (i) that is now or hereafter in the public domain through no action or failure to act on the part of the receiving party or its Representatives;
 - (ii) that was received by or was available to the receiving party from a third party without any obligation of confidentiality to the disclosing party;
 - (iii) that is independently developed by or for the receiving party by persons who have not had access to the Confidential Information of the disclosing party; or
 - (iv) that is disclosed with the written consent of the disclosing party.
- (b) Each party may disclose the other party's Confidential Information pursuant to the requirement of a governmental agency or is required by operation of law, regulation or court order, provided that, whenever possible, prompt notice is given by the receiving party to the disclosing party prior to such disclosure so that the disclosing party may seek a protective order or other remedy.
- (c) Each party agrees to protect and safeguard Confidential Information of the other party from loss, theft, destruction and inadvertent disclosure using the same degree of care as it uses to protect its own Confidential Information, but in no event less than a reasonable standard of care.
- (d) Each party shall hold the other party's Confidential Information in trust for the other party and all right, title and interest in and to such Confidential Information shall remain with the disclosing party.
- (e) Upon termination of the Agreement or an applicable Addendum, or otherwise upon the request of a disclosing party, the receiving party will promptly destroy all full and partial copies of the disclosing party's Confidential Information in its possession or control, or in the event of termination of an Addendum such information provided under the applicable terminated Addendum, and certify such destruction in writing; provided, however, that the receiving party may retain one (1) copy for its internal archival purposes only, which copy shall remain subject to the obligations of confidentiality set out in this Section 6.

**7. CUSTOMER DATA.**

- (a) Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 System through Customer's account, even if transmitted, posted, received or created by a third party.
- (b) The Software may create and store databases of personal information of Customer end-users and data relating to Customer on the computer system on which the Software is accessed or installed. Customer agrees to take all steps which it deems are appropriate to provide adequate security for that information.
- (c) The parties acknowledge that at all times Customer will remain the owner of Customer Data. Except as otherwise set forth herein or in the applicable Addenda, T2 Systems shall not at any time use Customer Data or disclose Customer's Data to any third parties, except that T2 Systems may use Customer Data for the purpose of meeting its obligations under an Addendum and providing the Services, and may store, back-up and archive Customer Data. Customer represents and warrants that the Customer Data does not infringe or violate the intellectual property, proprietary or personal rights of any third party and Customer has the right to grant T2 Systems the right to use the Customer Data as set forth herein.
- (d) T2 Systems will comply with all applicable laws governing the collection, access, use, disclosure of Customer Data. All Customer Data which is submitted by Customer to T2 Systems pursuant to this Agreement will be safeguarded by T2 Systems to the same extent that T2 Systems safeguards data relating to its own business; provided, however, if Customer Data is publicly available, is already in T2 System's possession from a source other than Customer or otherwise known to it, or was rightfully obtained by T2 Systems from third parties, T2 Systems shall bear no responsibility for its disclosure, inadvertent or otherwise. T2 Systems has implemented and will maintain administrative, physical and technical safeguards to protect Customer Data from unauthorized access, acquisition or disclosure, destruction, alteration, accidental loss, misuse or damage that are no less rigorous than accepted industry practices. In the event of unauthorized access to Customer Data which has been verified by T2 Systems, T2 Systems shall promptly i) take action to stop the unauthorized access, and ii) notify Customer, provide Customer with relevant details of the unauthorized access and an explanation of steps that T2 Systems took or is taking to stop the unauthorized access.
- (e) T2 Systems maintains Payment Card Industry (PCI) Level One compliance and upon request (no more than once Systems annually), T2 Systems will provide Customer with a copy of its third-party audit certification demonstrating that appropriate information security standards to protect Customer Data are in place.

8. INDEMNITY.

- (a) T2 Systems Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend and hold harmless Customer, its officers, directors or employees ("Indemnitees") from and against any and all direct losses, damages, costs, expenses (including reasonable attorneys' fees), (collectively "Losses"), to the extent that such Losses arise directly from any act(s) of gross negligence or willful misconduct by T2 Systems or any of its Representatives, giving rise to an accident or other occurrence resulting in bodily injury or death, to any person(s) arising out of or related to: (i) claims for loss or damage to tangible property, and (ii) claims asserted by third parties for loss or damage to tangible property; except to the extent that such Losses were not caused by T2 Systems .



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- (b) Intellectual Property Indemnification. Subject to the limitation of liability set out in Section 11, T2 Systems shall indemnify, defend (at its expense) and hold the Indemnitees harmless in respect of any Losses brought against or suffered by the Indemnitees arising out of or related to a determination by a court that the operation or use of any Software, or any part thereof, infringes any third party's copyright, trade mark or trade secret or any Hardware, or any part thereof, infringes any third-party's copyright, trademark or trade secret.

T2 System's obligations pursuant to this Section 8(b) shall not apply to any infringement caused by or resulting from Customer modifications or attempted modifications to any relevant system, or from Customer's failure to implement changes or updates furnished by T2 Systems to Customer during the term of this Agreement.

In the event that an injunction or order is obtained against the Customer's use of any Product or Software or if, in T2 System's opinion, any Product or Software is likely to become the subject of a claim of infringement or violation of any rights in connection with any rights as noted above, T2 Systems shall, at its expense:

- (i) procure for the Customer the right to continue using the affected Product or Software; or
- (ii) modify or replace the affected Product or Software so that such Product or Software becomes non-infringing.

If neither Section 8(b)(i) nor Section 8(b)(ii) are commercially practicable, remove the affected Product or Software from the Customer and refund to the Customer all amounts paid to T2 Systems by the Customer in respect of such Product, less a reasonable amount for depreciation. The remedies in and the indemnification rights of the Customer stated in this Section 8(b) are the exclusive remedies available to the Customer at law or in equity for indemnifiable claims.

- (c) Customer Indemnification. Customer agrees to indemnify, defend and hold T2 Systems and its Representatives harmless from and against any and all liabilities, obligations, damages, claims, suits, proceedings, costs, fees and expenses, including reasonable attorneys' fees and costs, arising out of the gross negligence or willful misconduct of Customer or any of its Affiliates, or breach of the Agreement by Customer, or any claim by Customer end user related to use of end user personally identifiable information.
- (d) Defense. If a party is alleged to be obligated to indemnify the other party hereunder, the party alleged to be obligated to provide indemnification shall have the right to appoint counsel of its own choice and in all other respects control any litigation and/or settlement thereof, provided, however, that any such settlement shall not bind the non-indemnifying party or obligate it to pay any monies without its express prior written consent. The indemnified party shall cooperate in the defense of any indemnified claim. If one party is notified of any potential or actual claim or liability against the other party or named in any suit or proceeding of any kind that could give rise to an indemnification claim under this Agreement or otherwise subject the other party to a suit, proceeding or claim (or threat thereof), the notified party shall immediately inform the other party.

9. INSURANCE.

- (a) During the Term of this Agreement, T2 Systems shall maintain, at its own expense, insurance which it deems reasonable and necessary for its business and the performance of its obligations hereunder. T2 Systems will, upon reasonable advanced notice, provide Customer with a copy of its certificate(s) of insurance.
- (b) T2 Systems will maintain at its own expense the following insurance, with companies authorized to do insurance business in the any states where work is performed or eligible surplus lines



insurers having an A.M. Best Rating of A:VII or better, and in amounts not less than the following limits of coverage:

- (i) Workers' Compensation Insurance with statutory limits, and Employer's Liability Insurance with limits of not less than \$1,000,000:
 - (A) Employers Liability - Each Accident \$1,000,000
 - (B) Employers Liability - Each Employee \$1,000,000
 - (C) Employers Liability - Policy Limit \$1,000,000

T2 Systems Workers' Compensation policy will include states appropriate for T2 Systems employees and operations.

- (ii) Commercial General Liability Insurance with limits of not less than:
 - (A) Each Occurrence Limit \$1,000,000
 - (B) Personal & Advertising Injury \$1,000,000
 - (C) General Aggregate \$2,000,000
 - (D) Products - Completed Operations Aggregate \$2,000,000

T2 System's Commercial General Liability policy will be issued on a form that, subject to its terms, conditions and exclusions insures T2 System's liability for damages on account of bodily injury (including death), property damage, and personal and advertising injury.

- (iii) Business Auto Liability Insurance covering, for liability purposes, all owned, non-owned or hired automobiles, with limits of not less than \$1,000,000 combined single limit of liability per accident for Bodily Injury and Property Damage;
 - (iv) Customer shall be named as an additional insured under each policy, except for Workers Compensation and hired and non-owned auto liability policies.
- (c) The insurance coverage carried by T2 Systems as set forth herein shall not in any way expand T2 Systems liability or modify or affect the limitations of liability set forth in the Agreement or any Addenda.

10. EXCLUSION OF WARRANTIES.

- (a) EXCEPT AS EXPRESSLY PROVIDED IN THE ADDENDUM APPLICABLE TO THE PRODUCTS AND/OR SERVICES OR AS OTHERWISE EXPRESSLY CONFIRMED IN WRITING BY T2 SYSTEMS, THE PRODUCTS AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, T2 SYSTEMS AND ITS THIRD PARTY SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS, WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATUTE, FROM A COURSE OF DEALING, USAGE, CUSTOM OF THE TRADE OR OTHERWISE, REGARDING THE PRODUCTS OR SERVICES, THE DOCUMENTATION, OR ANY OTHER PRODUCTS OR SERVICES PROVIDED OR FAILED TO BE PROVIDED UNDER THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCESSIBILITY, PRIVACY OF FILES OR SECURITY.
- (b) T2 SYSTEMS DOES NOT WARRANT THAT ANY PRODUCTS OR SERVICES PROVIDED HEREUNDER WILL BE UNAFFECTED BY BUGS, VIRUSES, ERRORS OR OTHER PROGRAM LIMITATIONS, NOR DOES T2 SYSTEMS WARRANT THAT CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE OR WILL MEET ALL OF THE CUSTOMER'S REQUIREMENTS. FURTHER, T2 SYSTEMS DOES NOT WARRANT THAT ANY SOFTWARE WILL OPERATE ON ANY PARTICULAR CONFIGURATION OF



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SOFTWARE, OPERATING SYSTEM OR COMPUTER SYSTEM. ANY HARDWARE PURCHASED FROM SOURCES OUTSIDE OF T2 SYSTEMS WILL BE THE SOLE RESPONSIBILITY OF THE CUSTOMER. T2 SYSTEMS WILL NOT BE RESPONSIBLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM TO THE EXTENT THAT SUCH FAILURE TO PERFORM IS DUE TO THE FAILURE OF A THIRD PARTY FUNCTION, SUCH AS INTERNET AVAILABILITY REQUIRED FOR THE CONNECTION BETWEEN THE HARDWARE AND SOFTWARE OR THE WIRELESS NETWORK AVAILABILITY REQUIRED FOR THE T2 SYSTEMS SOFTWARE TO BE ABLE TO SEND AND RECEIVE DATA. IN NO EVENT SHALL T2 SYSTEMS BE LIABLE FOR THE FAILURE OF THE SOFTWARE TO PERFORM IF SUCH FAILURE ARISES DUE TO THE COMBINATION OF THE SOFTWARE WITH THIRD PARTY HARDWARE OR SOFTWARE. T2 SYSTEMS SHALL NOT COVER REPAIR, LABOR OR REPLACEMENT OF PARTS THAT ARE BY NATURE EXPENDABLE. IN ADDITION, IF APPLICABLE, THE WIRELESS DATA SERVICES ARE NOT GUARANTEED AGAINST EAVESDROPPERS, HACKERS, DENIAL OF SERVICE ATTACKS OR INTERCEPTORS AND NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER CAN GUARANTEE THE PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS.

- (c) THIS LIMITED WARRANTY GIVES THE CUSTOMER SPECIFIC LEGAL RIGHTS. THE CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM LOCATION TO LOCATION, DEPENDING UPON THE APPLICABLE LAW OF SUCH LOCATION.

11. LIMITATION OF LIABILITY AND DAMAGES.

- (a) TO THE MAXIMUM EXTENT PERMITTED BY LAW: EXCEPT FOR CLAIMS FOR DEATH OR BODILY INJURY, T2 SYSTEMS , ITS THIRD PARTY SUPPLIERS' AND THEIR RESPECTIVE REPRESENTATIVES' TOTAL AGGREGATE LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, AND/OR ANY PRODUCTS OR SERVICES DELIVERED OR FAILED TO BE DELIVERED UNDER THIS AGREEMENT, SHALL BE LIMITED TO THE ACTUAL DIRECT DAMAGES SUFFERED BY CUSTOMER, NOT TO EXCEED THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE PRODUCT OR SERVICE GIVING RISE TO THE CLAIM DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE CLAIM.
- (b) IN NO EVENT WILL T2 SYSTEMS OR ITS THIRD PARTY SUPPLIERS BE LIABLE IN ANY WAY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR AGGRAVATED DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF USE, DATA, INCOME, BUSINESS, PROFIT, GOODWILL, ANTICIPATED REVENUE, FAILURE TO REALIZE EXPECTED SAVINGS, OR OTHERWISE, HOWEVER CAUSED, WHETHER BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, WARRANTY, STATUTORY RIGHTS OR ANY OTHER BASIS ARISING OUT OF CUSTOMER'S USE OF THE PRODUCTS, OR OTHERWISE ARISING PURSUANT TO THIS AGREEMENT.
- (c) WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DUE TO THE NATURE OF INTERNET AND WIRELESS TRANSMISSIONS, CUSTOMER AGREES THAT NEITHER T2 SYSTEMS NOR THE UNDERLYING WIRELESS DATA SERVICES CARRIER SHALL BE LIABLE FOR ANY LOSS, COSTS OR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH: ANY LACK OF PRIVACY OR SECURITY OF WIRELESS TRANSMISSIONS; SERVICES INTEROPERABILITY, ACCESS OR INTERCONNECTIONS WITH THE T2 SYSTEMS SERVICES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR INTERRUPTIONS; ANY INTERRUPTION OR ERROR IN ROUTING OR COMPLETING CALLS OR OTHER TRANSMISSIONS; LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S CONTENT, DATA, PROGRAMS CONFIDENTIAL INFORMATION OR SYSTEMS.
- (d) NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THIS AGREEMENT MAY BE BROUGHT BY CUSTOMER MORE THAN TWELVE (12) MONTHS AFTER THE FACTS GIVING RISE TO THE CAUSE OF ACTION HAVE OCCURRED, REGARDLESS OF WHETHER THOSE FACTS BY THAT TIME ARE KNOWN TO, OR OUGHT REASONABLY TO HAVE BEEN DISCOVERED BY, CUSTOMER.



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- (e) THE FOREGOING LIMITATIONS SHALL APPLY REGARDLESS OF THE CAUSE OF ACTION, WHETHER ARISING UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER T2 SYSTEMS, ITS THIRD PARTY SUPPLIERS AND/OR THEIR REPRESENTATIVES KNEW, OR SHOULD HAVE KNOWN ABOUT THE POSSIBILITY OF SUCH DAMAGES.
- (f) CUSTOMER AGREES THAT THE LIMITATIONS OF LIABILITY SET FORTH ABOVE ARE FUNDAMENTAL ELEMENTS OF THIS AGREEMENT, WITHOUT WHICH T2 SYSTEMS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT AND/OR AGREED TO PROVIDE THE PRODUCTS AND/OR SERVICES UNDER THE CURRENT TERMS (INCLUDING FEES).
- (g) THIS SECTION SHALL APPLY TO ANY ACTION OR ARBITRATION HEREUNDER. BECAUSE THE LAWS OF SOME LOCATIONS DO NOT ALLOW THE LIMITATION AND/OR EXCLUSION OF LIABILITY, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL CUSTOMERS.

12. TERMINATION.

- (a) Each Addendum may be terminated according to its terms and the terms of this Agreement.
- (b) In the event that there are no Addenda in effect, either party may terminate this Agreement without cause by written notice to the other party, which termination shall be effective as of the last day of the calendar month following the month in which notice of termination is received.
- (c) Either party may terminate this Agreement or any Addendum if the other party breaches any of its representations or warranties, or any other material obligation under this Agreement or the applicable Addendum, and fails to remedy such breach with thirty (30) days of receipt of notice from the non-breaching party. T2 Systems shall also have the right to suspend performance of all or any of the Services under an Addendum, without liability, pending the rectification of any breach by Customer.
- (d) Either party may terminate this Agreement or any Addendum, immediately upon written notice, if the other party makes an assignment for the benefit of its creditors or becomes bankrupt or makes an application for relief under the provisions of any statute now or hereafter in force concerning bankrupt or insolvent debtors, or if a receiving order or receivership order is made against the other party, or any action whatsoever, legislative or otherwise be taken to effect the winding up, dissolution, suspension of operations or liquidation of the other party. Notwithstanding the foregoing, the Customer shall not be entitled to terminate this Agreement under this Section if T2 Systems, or its creditors, or some other party makes suitable provisions for the performance of its obligations hereunder.
- (e) Without limiting any other remedies available under this Agreement, at law or in equity, in the event of the termination of this Agreement or any applicable Addendum for any reason:
 - (i) T2 System's obligation to provide the affected Products and Services will terminate;
 - (ii) All unpaid amounts due in respect of the terminated Services up to and including the effective date of termination shall, at T2 System's option, become immediately due and payable;
 - (iii) Customer is not entitled to a refund for any affected Products and Services that are in process or not completed, including labor and any expenses T2 Systems may have incurred up to the effective date of termination;
 - (iv) Customer must destroy any copies of the Documentation in Customer's possession in any form and on any media, and certify to T2 Systems in writing that it has done so;



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- (v) Sections 4, 5, 6, 7, 8, 9, 10, 11, 12(e), and 13 shall survive the expiration or termination of this Agreement until such time as the parties may agree to the release of the obligations contained therein.
- (f) No Limitation of Remedies. Any termination of the Agreement shall not in any respect limit any of either party's rights or remedies either in law or in equity or relieve either party of any obligation incurred prior to the effective date of such termination.

13. DISPUTE RESOLUTION.

- (a) Dispute Resolution. In the event of any dispute arising out of this Agreement (including all Addenda), the parties shall use commercially reasonable efforts to negotiate a settlement in good faith satisfactory to both parties. If they do not reach a solution within a period of sixty (60) days (or such other longer period as the parties may agree), then either party may, on written notice to the other party, refer the dispute for settlement by arbitration before a single arbitrator in accordance with the rules of the American Arbitration Association. The costs of the arbitrator will be borne equally by the parties, but they will otherwise bear their respective costs incurred in connection with the arbitration. The parties shall select the arbitrator promptly and use commercially reasonable efforts to conduct the arbitration hearing no later than three (3) months after the arbitrator is selected. The arbitrator may not award punitive or exemplary damages against either party or any other relief in excess of the limitations set forth herein. The judgment and award of the arbitrator will be final and binding on each party. Judgment upon the award may be entered in any court having jurisdiction, or application may be made to such court for judicial acceptance of the award and/or an order of enforcement as the case may be.
- (b) Injunctive Relief. Each party acknowledges and agrees that a breach of the obligations under Section 5 ("Ownership") and Section 6 ("Confidentiality") may cause irreparable harm and significant injury to the affected party that would not be adequately compensated by an award of money damages and, in addition to any other remedy available at law or in equity, and notwithstanding the provisions of Section 13(a), the affected party will be entitled to seek temporary and permanent injunctive relief from any court of competent jurisdiction to prevent breaches hereunder, without showing or proving any actual or threatened damage.
- (c) Choice of Law. This Agreement and all Addenda are governed by the laws of the State of Indiana.

14. GENERAL PROVISIONS.

- (a) Assignment. T2 Systems may assign its rights and obligations under this Agreement. Customer may not assign or transfer any of its rights or obligations under this Agreement to any person without the express prior written consent of T2 Systems.
- (b) Entire Agreement. Customer acknowledges that this Agreement including all Addenda, SOW's, Quotes and other attachments referencing this Agreement, comprise the entire understanding and agreement between parties regarding the Products and Services to be provided hereunder and supersedes all prior written and oral agreements, purchase orders, proposals, representations, understandings, promises, descriptions or other communications between the parties regarding the same. If Customer submits an order form with contrary terms or conditions, such order form shall be considered only as confirmation of the order and shall in no way amend, prevail over, supplement, or supersede any of the provisions of this Agreement or any Addenda.
- (c) Piggyback Cooperative Purchasing. It is understood and agreed by Customer that a third party may purchase the goods and services specified herein in accordance with the terms and conditions of this Agreement for the purposes of piggyback purchasing. It is also mutually understood and agreed the third party will issue its own purchasing documents for the goods and services, be invoiced therefrom and make its own payments to T2 Systems in accordance with the



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terms of the contract established between the third party and T2 Systems. T2 Systems and the third party will agree separately on scope and pricing for the goods and services. Customer shall bear no responsibility or liability to any contractual agreement made between T2 Systems and any other third party.

- (d) Enurement. This Agreement shall be binding upon and enure to the benefit of T2 Systems, Customer and their respective successors and permitted assigns.
- (e) Force Majeure. Neither party shall be liable for delay or failure in performance (other than the making of payments) directly or indirectly resulting from acts beyond the control of such party, including, but not limited to acts of God, acts of war or terrorism, civil commotion, riot, fire, flood, pandemic or other disaster, acts of government, strike, work stoppages, lockout, power failures, inability to secure or delay in securing transportation, inability to obtain or delays in obtaining goods, materials, or qualified labor, or the inability to use or the failure of any third party telecommunications carrier or other services, which events or conditions prevent in whole or in part the performance by such party of its obligations hereunder or which renders the performance of such obligations so difficult or costly as to make performance commercially unreasonable. In such event, the party affected shall be excused from performance on a day-to-day basis to the extent of the delay, and the other party shall likewise be excused from the performance of its obligations on a day-to-day basis to the extent such party's obligations related to the performance are so delayed. Where an Event of Force Majeure occurs, the party who is delayed or fails to perform shall give prompt notice to the other party. In the event such inability to perform shall continue longer than sixty (60) Days, the party which has received or which was entitled to receive notice may terminate the Agreement by notice to the other party without further liability, expense, or cost of any kind. Force Majeure events do not include any failure as a result of political or social pressure, general economic or market factors, and/or fear of or threat of a Force Majeure Event or other circumstance.
- (f) Independent Contractors. The parties are independent contractors. Nothing herein shall be construed to create any legal partnership, joint venture, agency or any other relationship between the parties.
- (g) Notices. All communications and notices provided for herein shall be in writing and shall be deemed to have been given when delivered personally to the recipient, by email, or by registered or certified mail with return receipt requested, postage prepaid, and addressed to the Customer at the address appearing on the Addenda or Quote(s), as applicable, or at such other address as either party may designate by notice to the other. T2 Systems, from time to time may send general communications and/or notices to all its customers and such notices shall be deemed to have been given when delivered by email.
- (h) No Waiver. No delay or failure to take any action or exercise any rights under this Agreement shall constitute a waiver or consent unless expressly waived or consented to in writing. A waiver of any event does not apply to any other or subsequent event, even if in relation to the same subject-matter.
- (i) Publicity. Except as expressly agreed in writing, neither party shall issue any press release, or otherwise publicly identify the other as a customer or supplier, in any marketing materials or otherwise, without the express prior authorization of the other party.
- (j) Severability. If any provision contained in this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, it shall be deemed severed from this Agreement and the remaining provisions of this Agreement shall not be in any way affected or impaired thereby and shall continue in full force and effect.



- (k) Amendment. This Agreement may be modified or amended only if the amendment is made in writing and is signed by both parties.
- (l) Counterparts. This Agreement and each Addenda may be executed by the parties in counterparts with the same effect as if they had signed the same document and all counterparts shall be construed together and shall constitute one and the same agreement. This Agreement and any Addenda may be executed by the parties and transmitted by electronic transmission, with the same effect as if the parties had delivered an executed original.
- (m) International. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement or any Products or Services ordered or provided under this Agreement.
- (n) Compliance with Laws. Each party agrees to comply with all applicable federal, state, provincial and local laws, regulations, and orders in fulfilling its obligations under the Agreement, including as applicable laws relating to anticorruption of public officials and anti-bribery laws and regulations and the Federal Fair Debt Collection Practices Act.
- (o) Authorization. Both parties represent and warrant that they have the authority to bind their respective agency, institution, or company, and that they are authorized to sign this Agreement and any Addenda hereto.
- (p) Captions. The captions and section headings included in this Agreement and any Addenda are for convenience only and shall not affect the scope, intent, meaning or function of any provision of this Agreement or the applicable Addenda.

IN WITNESS WHEREOF, the parties have executed this Agreement by a duly authorized representative thereof.

T2 SYSTEMS, INC.

Signed by:
 Per: Mindy Powers
7623AEEA46D6B4AB...
 Name: Mindy Powers
 Title: Head of Commercial Sales
 Date: 11/07/24

Borough of Jenkintown

Per: [Signature]
 Name: George Locke
 Title: Borough Manager
 Date: 11/7/24



UPSAFETY SOFTWARE SUBSCRIPTION ADDENDUM

THIS UPSAFETY SOFTWARE SUBSCRIPTION ADDENDUM (“ADDENDUM”) GOVERNS THE PROVISION AND USE OF THE SOFTWARE SOLUTION AND SERVICES PURCHASED BY the Borough of Jenkintown “CUSTOMER”) FROM T2 SYSTEMS, INC. (“T2 SYSTEMS”).

The parties have entered into a Master Customer Agreement (“Agreement”). This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control.

1 Definitions

The following terms shall have their meanings defined below.

- a. “Customer Data” means any data, databases, information, trademarks, service marks, logos, files, images, text, files, records or other content that may be provided by or on behalf of Customer or its authorized users for use in conjunction with the Software or Services.
- b. “Documentation” means the T2 Systems user documentation provided to the Customer relating to the Software and Services.
- c. “Professional Services” means any additional technical, development or installation services in association with this Addendum, a description of which shall be set out in a Statement of Work, executed by T2 Systems and the Customer which is incorporated and referenced hereto.
- d. “SaaS Term” means the period during which the Services and access to the Software will be Provided by T2 Systems to Customer, including the Initial Term and any Renewal Term(s).
- e. “Services” means the hosting, maintenance, support and other services provided by T2 Systems Pursuant to this Addendum.
- f. “Software” means the “Citation Management Program” referring to the internet accessible management portal, Customer facing websites, and “Mobile Software” referring to the Android based data collection software.
- g. “T2 Systems Content” means any information, documentation or other materials provided to Customer by T2 Systems relating to the Software, including, without limitation, the Documentation.
- h. “Web Sites” means the web sites of T2 Systems, including the web sites that provide access to the Software.

All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

2 Appendices.

The Appendices below are hereby incorporated into and made a part of this Addendum. In



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interpreting this Addendum and resolving any ambiguities, the main body of this Addendum shall control over the Appendices. Each reference to T2 in the Appendices shall be deemed to mean T2 Systems, Inc.

Appendix A – Cost Proposal and Quote

Appendix B – Merchant Services Addendum for Sub-Merchants

Appendix C - Scope of Work (If applicable)

3 General Terms

T2 Systems will provide services (the "Services") and license all software, including all web and LPR applications and related Documentation (the "Software"), necessary for Customer to operate a Citation Management Program ("CMP") to allow the Customer's parking enforcement officer to issue parking citations, accept payment for parking citations and perform citation adjudication tasks.

This Addendum (including the Quote and applicable SOW) and the Agreement constitute the entire agreement between the parties hereto with regard to the Software, Services, any technical support and supersedes all prior written and oral agreements, purchase orders, representations, understandings, promises, descriptions or other communications between the parties regarding the Addendum Services.

4 Term and Termination

The ("Term") of the Addendum is effective from the date on which T2 Systems signs this Addendum (the "Effective Date") and will remain in effect for three (3) years ("Initial Term") from the date on which the Customer is trained and the Software is deployed to Customer (the "Training Date"). On the third anniversary of the Training Date, and on each annual anniversary date thereafter, this Addendum will automatically renew for a one (1) year period upon the same terms and conditions ("Renewal Term"). If either the Customer or T2 Systems does not wish to renew this Addendum, or provide notice for early termination, a party must notify the other party in writing of its intention not to renew no later than sixty (60) days prior to the annual anniversary Training Date.

If Equipment and training costs have been paid in full, either party may terminate this Addendum for convenience with sixty (60) days' written notice, or terminate for cause in the event that a party provides written notice to the other party of a material breach and the breaching party fails to cure the breach within fifteen (15) days after receiving written notice of the breach from the non-breaching party.

In the event this Addendum is terminated for convenience, the terminating party will be responsible for providing all services and/or paying all fees described herein that are incurred before the date of termination. In the event the Customer terminates this Addendum for cause, T2 Systems shall not be entitled to receive any further payment after the termination date set forth in the notice.

In the event of a termination, with written notice from the Customer, T2 Systems shall supply a CSV file which contains all the Customers textual ticket and permit data (if applicable) at no cost. Any special requests for a different format will be scoped by T2 Systems with an estimate provided to the Customer on a time and material basis.

Reengagement. When a project does not stay on the agreed upon schedule as defined in a mutually agreed upon project plan because the Customer did not meet its deliverables, or if the Customer requests a new date after a committed date has been scheduled, the Customer will be responsible for the payment of:



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- a. All Professional Services Fees completed to date.
- b. All hard costs, including incurred travel and travel expenses.
- c. Any rebooking fees.
- d. A reengagement fee of twenty percent (20%) of the originally quoted Professional Services Fees.

A reengaged project will not begin until the above amounts are paid by the Customer. Any necessary rework (repeat of training, additional data samples, additional project management hours) would be billed at the reengaged project.

Upon written notice to T2 Systems, if the Customer does not reengage the project, this Addendum shall terminate in accordance with this Section.

5 CityCite™ Platform Component Terms

T2 Systems will provide the Services as specified in Exhibit A: Agreement to Purchase with the following terms:

I. Physical Equipment

T2 Systems will supply Equipment to Customer in the models and quantities set forth in Exhibit A: Agreement to Purchase, and under the T2 Systems limited warranty.

All Equipment provided by T2 Systems will be new and unused of the latest model available. Where any standard part or accessory of such Equipment is not described, it shall be understood that all Equipment and accessories that are provided standard with such Equipment shall be furnished.

Customer acknowledges that the title to the Equipment shall remain with T2 Systems until such Equipment has been paid for in full. Until Equipment has been paid in full, Customer agrees to exercise reasonable care of Equipment while in its possession.

Leased Equipment that becomes lost or stolen will be the sole responsibility of the Customer, and will be billed to the Customer at the then current price. If the exact Equipment is not available, T2 Systems will provide a similar unit that is compatible with solution at the then current price.

II. Data Plans

T2 Systems will provide a data plan for each device requiring one, allowing unlimited data usage for the handheld devices covered by these plans, pursuant to the pricing in Exhibit A: Agreement to Purchase. T2 Systems expressly disclaims all warranties as to the network's reliability, fitness for a particular purpose or uptime.

III. Paper and Physical Consumables

Paper, permits and other physical consumables will be provided in the configurations and quantities identified in Exhibit A: Agreement to Purchase. Additional paper can be purchased for the same terms for up to (1) year from Effective Date, after which paper can be purchased at T2 System's then current price list.

If Customer orders custom printer paper not quoted in Exhibit A: Agreement to Purchase, T2 Systems will provide a separate Agreement to Purchase to Customer detailing those costs.

IV. Public Citation Management Portal

T2 Systems will provide an online payment portal and an interactive voice recognition (IVR) system



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through which patrons may view, pay and dispute outstanding parking citations, as well as view, purchase and apply for permits.

V. Automated Notice Generation, Owner Lookups & Collections (Optional Services)

T2 Systems will prepare all Delinquent Notices and Notice of Violations for outstanding tickets issued to vehicles bearing State of Pennsylvania plates and out-of-State plates (to the extent allowed by each State's DMV and T2 Systems existing integrations) to the last known registered owner(s). State agency approval will also be obtained where applicable with assistance from the Customer. Such notices shall comply with State rules and regulations in all material respects.

- a. **Collections.** Should the Customer request for a further collections process, Customer and T2 Systems will execute a separate addendum identifying the specific terms for referred collection accounts.

VI. Custom Software Development

Upon T2 Systems receiving a signed purchase order from Customer, T2 Systems may perform custom software development to customize the CityCite™, CodeCite™ or ForCite™ platforms to meet the Customer's needs. Work will be performed in accordance with an executed Statement of Work ("SOW"), and will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in the project specific SOW. All custom software development is owned exclusively by T2 Systems.

VII. Support & Issue Resolution

T2 Systems will provide online, telephone and email support to Customer during the Term, providing live, direct T2 Systems product support from 8:00 a.m. to 5 p.m. EST, Monday through Friday, excluding nationally observed federal holidays. Additionally, voicemail will be made available 24/7 and a reply will be generated by T2 Systems initiating the support call within one (1) hour.

T2 Systems product support will assist Customers relating to, but not limited to:

- Recommendations for optimal use of CMP
- Problems with or questions pertaining to the operation of CMP
- Problems with interfaces between CMP & other systems
- Error messages from CMP
- Printing issues related to CMP Mobile Software
- Questions about CMP customizable reporting tool

VIII. Shipping Costs

Customer will be responsible all shipping costs to its facility incurred by T2 Systems for the shipment of paper, Equipment, permits and all other physical components required to operate the CMP.

IX. Acceptance of Equipment

Customer shall inspect or test Equipment upon receipt. Customer shall be deemed to have affected final acceptance of the Equipment at the earliest of: (a) the fifteenth (15th) day after the date of shipment, unless written notice is received by T2 Systems before such day; or, (b) the date when the Equipment is used or otherwise placed in commercial operation.

X. Out of Scope Services and Change Order Requests



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Additional services or changes may be requested by the Customer must be submitted in writing by the Customer. T2 Systems will prepare a separate statement of work along with a detailed cost estimate to be approved in writing by the Customer prior to the implementation of any changes or additions. This includes, but is not limited to, requests for additional Equipment, installation of additional sessions, Customer requested software modifications and/ or relocation of Equipment.

6 Merchant Processing Framework

In performing T2 System's obligations in connection with the maintenance of the Public Citation Management Portal ("PCMP"), T2 Systems will serve as the merchant of record for all PCMP transactions and will supply a payment gateway for all such transactions.

Except for chargeback fees and any other transaction exception fees from T2 System's merchant bank, T2 Systems will be responsible for all merchant processing costs associated with citation payments made online through the payment portal, including, without limitation, settlement fees, payment gateway fees, and interchange reimbursement fees. Chargeback fees from T2 System's merchant bank will be passed through directly to Customer with no markup.

T2 Systems will remit all fees and fines to Customer, less T2 System's per transaction fees, refunded transactions and associated fees, merchant processing fees and chargeback and refund fees as applicable based on the pricing set forth in the Quote.

- a. Payment Processing. Should the Customer request for payment processing, Customer and T2 Systems will execute a separate addendum identifying the specific terms for payment processing.

7 Fees

Customer agrees to the fee schedule outlined in Exhibit A: Agreement to Purchase. Invoices will be submitted on a monthly basis, payable within thirty (30) days upon its receipt. Invoices may be submitted to Customer by United Public Safety, LLC, which is an Affiliate of T2 Systems, Inc.

Fees may increase after the initial term at every term renewal as set forth in the quote. If not defined in the quote, renewals may increase by an amount not to exceed five percent (5%) per year.

8 Payment

Payment for Software Licensing, Data Plans and CiteGuardPlus™ warranties are invoiced one (1) year in advance. Payment for purchased Equipment and CiteGuard™ warranties are due prior to installation. If Equipment and other upfront costs have been amortized over a three (3) year term, the lump sum payment outlined in Exhibit A: Agreement to Purchase will be invoiced one (1) year in advance.

Payments for any Revenue Share, Owner Lookups, Data Entry, Automated Notices and Call Center Support, as applicable, are invoiced monthly on an as-used basis pursuant to Exhibit A: Agreement to Purchase or other Exhibits.

T2 Systems shall keep accurate records of all Services performed under this Addendum and shall submit such information to the Customer with each invoice.

9 Web-Based License



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T2 Systems grants to Customer, and Customer accepts, a nontransferable, nonexclusive license and right to access the Citation Management Program via the Internet, and to the Mobile Software through mobile devices on which T2 Systems has installed its software. Customer agrees to use the Software and the Documentation only as authorized in this Addendum, for its own internal purpose and operations, during the SaaS Term. Customer acknowledges that its access to and use of the back end Citation Management Program Software will be web-based only. The Citation Management Program will be hosted by T2 Systems and accessed and used by Customer through the use of the Internet and Customer's computers, while Mobile Software will be installed on Customer mobile devices exclusively by T2 Systems.

10 T2 Systems Limitations

The maximum number of Customer's employees, contractors, volunteers, and other agents that are simultaneously accessing or using the Software at any given time shall not exceed the number of users specified in Exhibit A: Agreement to Purchase. Customer's use of the Software may not exceed the number of users specified without the express written agreement of T2 Systems.

11 Permitted Uses

Subject to T2 System's database permissions and limitations, users shall be permitted access to the T2 Systems CityCite® products for the following uses (but only such uses) as described below:

By users as permitted and authorized by Customer within the terms and features of this Addendum:

- a. Issuance & Management of Citations, Tickets & Permits
- b. Customization & Management of Settings, Rules, Reporting and User Permissions
- c. Customization & Management of Public Citation Management Portal

The permitted uses described herein shall only be permitted during the SaaS Term. Customer agrees that upon expiration or termination of the SaaS Term, all rights granted to Customer shall immediately terminate. T2 Systems Customer shall certify in writing to T2 Systems that all copies of T2 Systems Content in any form, including partial copies, and shall erase all computer, electronic, or other storage devices have been destroyed.

12 Upgrades

T2 Systems will install upgrades/releases of the Software which are generally made available to its other subscribers, including patches and/or fixes, as they are made available, at no charge during the SaaS Term.

13 Customer Responsibilities

Customer is responsible for administering security within the T2 Systems applications (e.g., the granting of rights to a user for a specific form in the application), including maintaining the secrecy and protection of all usernames and passwords provided to Customer. Customer is responsible for maintaining its user desktops and other devices and providing users network and internet access to the Software. Customer is also responsible for ensuring that its users comply with these terms and conditions with respect to use of the Software and Services. Customer shall provide secure connectivity to the Internet for its location(s) for



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purposes of providing adequate access to Software hosted at the Customers hosting site.

T2 Systems shall not be responsible for the reliability or continued availability of the communications lines, or the corresponding security configurations, used by Customer in accessing the Software via the Internet. Customer shall provide adequate industry "best practice" standards to ensure reasonable security for integration between applications at the Customer site and Software hosted by T2 Systems. Customer shall provide accurate input information in the manner T2 Systems in connection with the Software and Services. Customer shall advise T2 Systems of any changes to Customer's operations, banking relationships, Primary Contact, or other information that would require a change in the support, operation, or configuration of the hosted Software. Customer shall configure necessary user accounts via the administrator account provided by T2 Systems. Customer shall be responsible for ensuring that any Customer Data is accurate, not corrupt in any way, and does not contain any viruses.

Customer shall be solely responsible for, and shall hold T2 Systems, its third party suppliers, and their respective Representatives harmless from any loss, damage or liability arising in connection with Customer's inputs, selection and use of the Services, and all data (including Customer Data), reports, statements and other content transmitted, posted, received or created on the T2 Systems system through Customer's account, even if transmitted, posted, received or created by a third party

14 Other Restrictions

Use of the Software and Services is restricted to use by the specific licensing entity only, and only for Customer's internal business purposes. Customer may not use the Software or Services for the benefit of any third parties or provide service bureau or other access or use of the Software or Services to third parties. Customer may not, directly or indirectly, sublicense, assign, transfer, sell, rent, lend, lease or otherwise provide the Software, Services (or any portion thereof, including without limitation any capacity) or the User Documentation, or any portions thereof, to any third party, and shall be deemed a material breach. Customer may not reverse engineer, disassemble, decompile or make any attempt to ascertain, derive or obtain the source code for the Software. Customer shall not use the Software for any commercial purpose beyond the functionality for which the Software is intended. Customer hereby agrees, represents and warrants to T2 Systems that Customer will not access or use the Software or the Web Sites for any purpose that is unlawful or prohibited by these terms and conditions.

Customer will not use the Software, Services or T2 Systems CityCite, CodeCite and ForCite cloud product to take any actions that (i) infringe on any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy; (ii) violate any applicable law, statute, ordinance or regulation (including those regarding export control); (iii) are defamatory, trade libelous, threatening, harassing, or obscene; (iv) constitute unauthorized entry to any machine accessible via the network; (v) create or build any derivative works from any information, content, software, products or services obtained from or otherwise connected to T2 System's Software or Web Sites, including appending such information or content to Customer's internal database for distribution to multiple nonprofits as a donor database product or service; or (vi) distribute, transfer or resell the results of Customer's use of the Software, Services or Web Sites.

Customer shall not interfere with or disrupt network users, services or equipment with the intent to cause an excessive or disproportionate load on T2 System's or its suppliers' infrastructure by means of (but not limited to) distribution of unsolicited bulk emails or chain letters, viruses, Trojan horses, worms, or other similar harmful or deleterious programming routines. Customer further agrees to cooperate with T2 Systems in causing any unauthorized use (including but not limited to co-branding, framing or hyper-



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linking) and to immediately cease.

15 Location, Audio, Image and Video Services

Customer acknowledges and consents to the automated and manual creation and/or collection of Location-Based, Audio, Image, and/or Video Services information in the Software and/or device through interaction between the devices where the Software is installed, T2 System's servers, and third party applications and systems. T2 Systems will use commercially reasonable efforts to ensure the accuracy of Location-Based, Audio, Image, and/or Video Services; however, T2 Systems assumes no liability or responsibility in the event of inaccuracies in such information. While T2 Systems uses commercially reasonable efforts to safeguard such information, T2 Systems assumes no liability or responsibility for losses resulting from illegal or fraudulent access to Location-Based, Audio, Image, and/or Video Services related information. T2 Systems also reserves the right to make such information available to auditors, police and other governmental agencies as permitted or required by law.

16 Software Modifications

Customer shall not make any modifications to the Software. Any modifications that Customer makes to the Software will void any warranty obligations contained in this Addendum and T2 Systems in its sole discretion, may terminate this Addendum.

17 Warranties

T2 Systems Limited Warranty. Each party warrants that (i) it has the right and power to enter into these Terms and Conditions, and (ii) it will comply with all applicable laws and regulations. T2 Systems warrants that the Services will be performed in a professional and workmanlike manner in accordance with recognized industry standards and other specifications as outlined in this Addendum.

Exclusive Remedies. If, during the warranty period the Software fails to comply with the specifications, T2 System's entire liability and Customer's exclusive remedy will be either to (a) repair or replacement of the Software, or (b) if in T2 System's opinion such repair or replacement is not possible, termination of the SaaS Term and a refund of the Subscription Fees paid for the Software of the current annual Term. This limited warranty is void if failure of the Software has resulted from accident, abuse, misuse or negligence of any kind in the use, handling or operation of the Software, including any use not consistent with the Documentation or T2 Systems training. T2 System's entire liability and Customer's exclusive remedy for any breach of warranty with respect to the Services as described above shall be T2 Systems re-performing the Services performed.



APPENDIX B: MERCHANT SERVICES ADDENDUM FOR SUB-MERCHANTS

This MERCHANT SERVICES ADDENDUM AGREEMENT FOR SUB-MERCHANTS ("Agreement") is made with the Borough of Jenkintown ("Sub-merchant") in connection with the agreement between Sub-merchant and T2 Systems, Inc. ("T2"). T2's designated financial institution ("Bank") and payment processor ("Processor") that T2 has contracted with to support the Services and are members of the Associations providing sponsorship services in connection with this Agreement, will provide Sub-merchant with certain payment processing services ("Services") in accordance with the terms of this Agreement. In consideration of Sub-merchant's receipt of credit or debit card funded payments, and participation in programs affiliated with MasterCard International Inc. ("MasterCard"), VISA U.S.A. Inc. ("VISA"), Discover ("Discover"), American Express ("Amex") and certain similar entities (collectively, "Associations"), Sub-merchant is required to comply with the Operating Regulations (defined below) as they pertain to applicable credit and debit card payments. In addition, if Sub-merchant meets certain requirements under the Operating Regulations or an Association or the Operating Regulations otherwise require, Sub-merchant may be required to enter into a direct relationship with an entity that is a member of the Associations. By executing this Agreement, Sub-merchant has fulfilled such requirement. However, Processor understands that Sub-merchant may have contracted with T2 to obtain certain processing services and that T2 may have agreed to be responsible to Sub-merchant for all or part of Sub-merchant's obligations contained herein. Bank and Processor may be changed at any time without prior notice. NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual promises contained herein, the parties agree as follows:

1. Certain Sub-merchant Responsibilities. Sub-merchant agrees to comply, and to cause third parties acting as Sub-merchant's agent ("Agents") to comply, with the Association's and other payment network's by-laws, operating regulations and/or all other rules, policies and procedures, including but not limited to the Payment Card Industry Data Security Standard, the VISA Cardholder Information Security Program, the MasterCard Site Data Protection Program, and any other program or requirement that may be published and/or mandated by the Associations or payment networks (collectively "Operating Regulations"). Sub-merchant may review the VISA, MasterCard, Discover and Amex websites for a copy of the Visa, MasterCard, American Express and Discover regulations. Sub-merchant also agrees to comply with all applicable state, federal, and local laws, rules, and regulations ("Laws"). Without limiting the foregoing, Sub-merchant agrees that it will fully comply with any and all anti-money laundering laws and regulations, including but not limited to the Bank Secrecy Act, the US Treasury's Office of Foreign Assets Control (OFAC) and the Federal Trade Commission. For purposes of this section, Agents include, but are not limited to, Sub-merchant's software providers and/or equipment providers. T2 may suspend or terminate the Services at any time if Sub-Merchant is not eligible under Law or Operating Regulations to use the Services, and T2 reserves the right to establish certain limits on Sub-Merchant's processing volume at any time in its reasonable discretion.

If appropriately indicated in Sub-merchant's agreement with T2, Sub-merchant may be a limited-acceptance merchant, which means that Sub-merchant has elected to accept only certain Visa and MasterCard card types (i.e., consumer credit, consumer debit, and commercial cards) and must display appropriate signage to indicate the same. Processor has no obligation other than those expressly provided under the Operating Regulations and applicable law as they may relate to limited acceptance. Sub-merchant, and not Processor, will be solely responsible for the implementation of its decision for limited acceptance, including but not limited to policing the card type(s) accepted at the point of sale.

Sub-merchant shall only complete sales transactions produced as the direct result of bona fide sales made by Sub-merchant to cardholders, and is expressly prohibited from presenting sales transactions which are produced as a result of sales made by any person or entity other than Sub-merchant, or for any purposes related to any illegal or prohibited activity, including but not limited to money-laundering or financing of terrorist activities.



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Sub-merchant may set a minimum transaction amount to accept a card that provides access to a credit account, under the following conditions: i) the minimum transaction amount does not differentiate between card issuers; ii) the minimum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand; and iii) the minimum transaction amount does not exceed ten dollars (or any higher amount established by the Federal Reserve). Sub-merchant may set a maximum transaction amount to accept a card that provides access to a credit account, under the following conditions: Sub-merchant is a i) department, agency or instrumentality of the U.S. government; ii) corporation owned or controlled by the U.S. government; or iii) Sub-merchant whose primary business is reflected by one of the following MCCs: 8220, 8244, 8249 –Schools, Trade or Vocational; and the maximum transaction amount does not differentiate between MasterCard, Visa, or any other acceptance brand.

2. Sub-merchant Prohibitions. Sub-merchant must not (i) require a cardholder to complete a postcard or similar device that includes the cardholder's account number, card expiration date, signature, or any other card account data in plain view when mailed; (ii) add any tax to transactions, unless applicable law expressly requires that a Sub-merchant impose a tax (any tax amount, if allowed, must be included in the transaction amount and not collected separately); (iii) request or use an account number for any purpose other than as payment for its goods or services; (iv) disburse funds in the form of travelers checks if the sole purpose is to allow the cardholder to make a cash purchase of goods or services from Sub-merchant; (v) disburse funds in the form of cash unless Sub-merchant is dispensing funds in the form of travelers checks, TravelMoney cards, or foreign currency (in such case, the transaction amount is limited to the value of the travelers checks, TravelMoney cards, or foreign currency, plus any commission or fee charged by the Sub-merchant), or Sub-merchant is participating in a cash back service; (vi) submit any transaction receipt for a transaction that was previously charged back to the Processor and subsequently returned to Sub-merchant, irrespective of cardholder approval; (vii) accept a Visa consumer credit card or commercial Visa product issued by a U.S. issuer to collect or refinance an existing debt; (viii) accept a card to collect or refinance an existing debt that has been deemed uncollectable; or (ix) submit a transaction that represents collection of a dishonored check. Sub-merchant further agrees that, under no circumstance, will Sub-merchant store cardholder data in violation of the Laws or the Operating Regulations including but not limited to the storage of track-2 data. Neither Sub-merchant nor its Agent shall retain or store magnetic-stripe data subsequent to the authorization of a sales transaction.

3. Settlement. Upon receipt of Sub-merchant's sales data for card transactions, Processor will process Sub-merchant's sales data to facilitate the funds transfer between the various Associations and Sub-merchant. After Processor receives credit for such sales data, subject to the terms set forth herein, Processor will fund Sub-merchant, either directly to the Sub-merchant -Owned Designated Account or through T2 to an account designated by T2 ("T2 Designated Account"), at Processor's discretion, for such card transactions. Sub-merchant agrees that the deposit of funds to the T2 Designated Account, if applicable, shall discharge Processor of its settlement obligation to Sub-merchant, and that any dispute regarding the receipt or amount of settlement shall be between T2 and Sub-merchant. Processor will debit the T2 Designated Account for funds owed to Processor as a result of the Services provided hereunder, provided that Processor may also debit Sub-merchant's designated demand deposit account ("Sub-merchant -Owned Designated Account") upon receipt of such account information from Sub-merchant or T2, or if Processor deposits settlement funds into the Sub-merchant -Owned Designated Account. Further, if a cardholder disputes a transaction, if a transaction is charged back for any reason, or if Processor reasonably believes a transaction is unauthorized or otherwise unacceptable, the amount of such transaction may be charged back and debited from Sub-merchant or T2.

4. Term and Termination. This Agreement shall be binding upon Sub-merchant's execution. The term of this Agreement shall begin, and the terms of the Agreement shall be deemed accepted and binding upon Processor, on the date Processor accepts this Agreement by issuing a merchant identification number, and shall be coterminous with T2's agreement with Sub-merchant.



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Notwithstanding the foregoing, Processor may immediately cease providing Services and/or terminate this Agreement without notice if (i) Sub-merchant or T2 fails to pay any amount to Processor when due, (ii) in Processor's opinion, provision of a service to Sub-merchant or T2 may be a violation of the Operating Regulations or any Laws, (iii) Processor believes that Sub-merchant has violated or is likely to violate the Operating Regulations or the Laws, (iv) Processor determines Sub-merchant poses a financial or regulatory risk to Processor or an Association, (v) Processor's agreement with T2 terminates, (vi) any Association deregisters T2, (vii) Processor ceases to be a member of the Associations or fails to have the required licenses, or (viii) Processor is required to do so by any of the Associations.

5. **Indemnification.** Sub-Merchant agrees to indemnify, defend, and hold T2 and its directors, officers, employees, affiliates, and Agents harmless from and against any and all proceedings, losses, costs, expenses, claims, demands, damages, and liabilities (including attorneys' fees and costs, and collections costs) resulting from or otherwise arising out of (i) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' use of the Services or acts or omissions in connection with the Services; (ii) any infiltration, hack, breach, or access violation of Sub-Merchant's systems, including any access to Card, Cardholder, or transaction data; and (iii) Sub-Merchant's or its directors', officers', employees', affiliates', and Agents' breach of this Agreement or violation of Law or the Operating Regulations. This indemnification will survive the termination of this Agreement.

6. **Limits of Liability.** Sub-merchant agrees to provide Processor, via communication with T2, with written notice of any alleged breach by Processor of this Agreement, which notice will specifically detail such alleged breach, within thirty (30) days of the date on which the alleged breach first occurred. Failure to so provide notice shall be deemed an acceptance by Sub-merchant and a waiver of any and all rights to dispute such breach.

EXCEPT FOR THOSE EXPRESS WARRANTIES MADE IN THIS AGREEMENT, PROCESSOR DISCLAIMS ALL WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Sub-merchant's sole and exclusive remedy for any and all claims against Processor arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement. In the event that Sub-merchant has any claim arising in connection with the Services, rights, and/or obligations defined in this Agreement, Sub-merchant shall proceed against T2 and not against Processor, unless otherwise specifically set forth in the Operating Regulations. In no event Processor shall have any liability to Sub-merchant with respect to this Agreement or the Services. Sub-merchant acknowledges Processor is only providing this Agreement to assist in T2's processing relationship with Sub-merchant, that Processor is not liable for any action or failure to act by T2, and that Processor shall have no liability whatsoever in connection with any products or services provided to Sub-merchant by T2. If T2 is unable to provide its services to Sub-merchant in connection with this Agreement and Processor elects to provide those services directly, Sub-merchant acknowledges and agrees that the provisions of this Agreement will no longer apply and the terms of Processor's then current Bank Card Merchant Agreement, which would be provided to Sub-merchant, will govern Processor's relationship with Sub-merchant. If T2 subsequently provides its services to Sub-merchant in connection with this Agreement, Processor will cease to provide such services after receipt of notice from T2 and this Agreement will govern Processor's relationship with Sub-merchant.

7. **Miscellaneous.** This Agreement may not be assigned by Sub-merchant without the prior written consent of Processor. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, transferees and assignees. This Agreement is for the benefit of, and may be enforced only by, Processor and Sub-merchant and is not for the benefit of, and may not be enforced by, any other party. Processor may amend this Agreement upon notice to Sub-merchant in accordance with Processor's standard operating procedure. If any provision of this Agreement is determined to be illegal or invalid, such illegality or invalidity of that provision will not affect any of the remaining provisions and this Agreement will be construed as if such provision is not contained in the Agreement "Bank" as used in this Agreement shall mean a member of VISA, MasterCard and/or Discover, as applicable, that provides sponsorship services in connection with this Agreement.



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The Bank is a party to this Agreement. The Bank may be changed, and its rights and obligations assigned to another party by Processor at any time without notice to Sub-merchant.



EXHIBIT 1 – ADDITIONAL SUPPLEMENTAL TERMS

1. **Transaction Processing and Reporting.** Subject to the terms of this Agreement, T2 or Processor will initiate payment to Sub-Merchant of the total face amount of each transaction less any fees or other amounts T2 or Processor are authorized to deduct or withhold under this Agreement. The deposit of transaction funds to the Sub-merchant -Owned Designated Account discharges T2 and Processor of any settlement obligation to Sub- Merchant. Sub-Merchant agrees that T2 and Processor have no obligation to settle funds that are the proceeds of a purported transaction that violates Law. Unless otherwise agreed to in writing by the parties, Sub-Merchant shall electronically deliver to T2 or Processor (as agreed among the parties) all transaction records at least every business day. The preparation and delivery of transaction records shall constitute an endorsement by Sub- Merchant of each transaction, and Sub-Merchant authorizes T2 or Processor to place Sub-Merchant's endorsement on any transaction at any time. T2 or Processor shall provide transaction information and reports to Sub-Merchant on a daily basis or as otherwise agreed by the parties. Sub-Merchant agrees to review all such information and reports. Sub-Merchant agrees that its failure to report any errors in such information and reports or to notify T2 that Sub-Merchant has not received any amounts owed to Sub-Merchant within thirty (30) business days from the date the report or invoice is made available to Sub-Merchant or that receipt of such funds was due to occur shall constitute Sub-Merchant's acceptance of the same.

2. **Third Party Assessments.** Notwithstanding any other provision of this Agreement, Sub-Merchant shall be responsible for all fees, fines, assessments, penalties, loss allocations, or other amounts imposed or assessed to Sub-Merchant, T2, Processor or Bank in connection with this Agreement by the Associations or other third parties to the extent that such amounts are not the direct result of the gross negligence or willful misconduct of T2, Processor, or Bank, as applicable. In the event that Processor or any third party assesses T2 a cost of funds associated with a circumstance where Processor, for whatever reason, advances settlement or any amounts and/or delays the assessment of any fees, Sub-Merchant shall be fully responsible for any portion of such assessment that is attributable to the Services for Sub-Merchant.

3. **T2 Fees.** Sub-Merchant agrees to pay T2 the fees, expenses, and all other amounts set forth in this Agreement ("**Fees**"), which is referenced and incorporated in the Quote. All amounts owed under this Agreement, are due when invoiced or as otherwise directed. Any such amounts not paid when due shall be charged interest at 1% per month but in no event more than the highest rate permitted by Law. Unless otherwise mutually agreed in writing by the parties, T2 agrees not to change any of its Fees for one (1) year after the Effective Date. Notwithstanding the foregoing, Sub-Merchant is responsible for payment of any changes or increases in Fees by Processor, Bank, the Associations, or other third parties ("**Pass Through Fees**"). In the event that T2 exercises its right to increase any Fees under this Section (exclusive of any changes in Pass Through Fees), T2 will provide Sub- Merchant thirty (30) days' advance written notice. An increase of T2 Fees will be based on the annual transaction volume tiers, which will be no greater than five cents (\$0.05) per transaction. Review of the annual transaction volume tiers will take place upon the anniversary of each Term of the Effective Date of this Agreement. If Sub- Merchant does not agree to any such increases in Fees during this notice period, Sub-Merchant may terminate this Agreement with thirty (30) days' written notice to T2, during which period T2 shall continue to charge the existing Fees during the termination and wind-down period. T2, Processor, and Bank may refuse to provide the Services in the event any of the parties have not been paid by Sub-Merchant for the Services contemplated herein.

4. **Right of Offset.** Sub-Merchant has no right of offset regarding any amounts Sub-Merchant may owe T2. T2 may setoff any amounts owed by Sub-Merchant under this Agreement against (i) any amounts, including transactions, which T2 would otherwise deposit to the Sub-merchant -Owned Designated Account; (ii) any other amounts T2 may owe Sub-Merchant under this Agreement; or (iii) against any property of Sub-Merchant in the possession or control of T2. This right of offset covers, but is not limited to, chargebacks, disputes, fees, or any amounts Sub-Merchant owes T2 under this Agreement. Sub-Merchant is responsible for any costs T2 incurs in



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connection with collection, in addition to any amounts owed, including attorneys' fees and expenses, collection agency fees, and any applicable interest on unpaid amounts.



Collection Services Addendum

THIS COLLECTION SERVICES ADDENDUM GOVERNS THE PROVISION AND USE OF COLLECTION SERVICES PURCHASED BY BOROUGH OF JENKINTOWN ("CUSTOMER") FROM T2 SYSTEMS, INC. ("T2 SYSTEMS").

1. BACKGROUND.

The parties have entered into a Master Customer Agreement ("Agreement"). This Addendum is incorporated into and subject to the terms of the Agreement and the terms of the Agreement are incorporated herein. To the extent of any conflict between the terms of this Addendum and the Agreement, the terms of the Addendum shall control. All terms defined in this Addendum shall have the meanings ascribed thereto. Capitalized terms used in this Addendum that are not otherwise defined in this Addendum have the meaning set forth in the Agreement.

Customer has authority pursuant to certain laws, ordinances and/or regulations to assess and collect fines and citations for violations of these laws, ordinances and/or regulations. T2 Systems is a duly licensed collection agency, and possesses the personnel, experience, expertise, and equipment to collect the fines and citations through an effective collection process and court action, if necessary. Customer and T2 Systems have mutually agreed that T2 Systems will assist in the collection of, or actually collect, certain unpaid fines and citations (the "Accounts") which Customer refers to T2 Systems from time to time during the Term of this Addendum.

2. REFERRED ACCOUNTS.

Referred Accounts. Pursuant to the terms and conditions of this Addendum, Customer shall provide to T2 Systems, from time to time, those Accounts which Customer desires T2 Systems to assist in the collection of (or actually collect) on behalf of Customer. All Accounts submitted to, and accepted by, T2 Systems shall be referred to as "Referred Accounts."

Collection of Referred Accounts. T2 Systems agrees to undertake the collection of each Referred Account in accordance with the level of service selected by Customer which shall be described in more detail in a Statement of Work ("SOW") in the form attached hereto as Appendix A (collectively, the "Collection Services").

T2 Systems Collection Services. During the Term of this Addendum, T2 Systems agrees to employ such lawful means, methods, and procedures as in T2 System's judgment, discretion and experience, it believes will best effect the collection of the Referred Accounts. T2 Systems may use outside contractors or vendors to perform certain portions of the Collection Services and/or gather information about Referred Accounts and the obligors thereon.

Authority to Settle Referred Accounts. Customer hereby authorizes T2 Systems to collect, compromise, or settle each Referred Account. However, unless otherwise authorized by Customer in writing, any such settlement shall be in conformance with the minimum amounts as set forth on the applicable SOW related to the Referred Account in question.

Transfer of Accounts. All Accounts will be forwarded to T2 Systems using the systems and procedures designed by T2 Systems. Upon request of T2 Systems, Customer will provide certified copies or originals of violation notices, tickets, citations, assessment letters, and any other documents necessary for use by T2 System in collection of the Referred Accounts. T2 Systems agrees to keep all such documents confidential and to not use or disclose them (or the information contained therein) for any purpose other than the performance of the Collection Services.

Exclusivity of Collection Services. Customer agrees that T2 Systems shall be the exclusive third-party collector of all Referred Accounts during the Term of this Addendum and during any applicable retention period set



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forth in Section 3. If Customer refers an Account to T2 Systems, which becomes a Referred Account, Customer may continue to exercise its collection efforts with respect to such Referred Account; provided, however, that T2 Systems shall be entitled to payment pursuant to the terms of this Addendum for all collections made against such Referred Account, irrespective of who makes such collection.

Rejected and Returned Accounts. T2 Systems may reject any Account or return any Referred Account to Customer at any time for any reason (or no reason) in its sole discretion. After an Account is rejected or a Referred Account is returned to Customer at T2 System's request, T2 Systems shall not be entitled to any additional fees with respect thereto. T2 Systems will return to Customer such Referred Accounts which it determines, in its sole judgment and discretion, to be uncollectible. If Customer wishes to remove a Referred Account from T2 Systems (the "Returned Accounts"), Customer will notify T2 Systems in writing at least ten (10) days in advance (the "Return Notice"). Section 3 shall govern the collection on any Returned Accounts. Within thirty (30) days of the expiration of the one (1) year period set forth in Section 3 for Returned Accounts, T2 Systems agrees to return each such Returned Account to Customer.

3. TERM AND TERMINATION.

Term. The initial term of this Addendum is three (3) years. This Addendum will automatically renew for additional one (1) year terms unless written notice is provided to the other party at least sixty (60) days prior to the expiration of the then-current term. The initial term and any renewal terms are collectively referred to as the "Term."

Termination. Either party may terminate this Addendum if the other party fails to perform any obligation hereunder which failure is not cured within fifteen (15) days after notice from the other party, except that T2 Systems may terminate this Addendum immediately for Customer's failure to pay any amounts hereunder when due and payable. In the event T2 Systems elects to retain any Referred or Returned Account pursuant to the section below, the provisions of this Addendum applicable to such continuing collection efforts shall survive any termination or expiration of this Addendum until all rights and obligations hereunder are fully performed and/or satisfied with respect to such accounts.

Retention of Referred Accounts. Upon the expiration of this Addendum or earlier termination of this Addendum by T2 Systems due to a breach by Customer, T2 Systems shall have the right, at its sole discretion, to retain for collection, pursuant to the terms and conditions of this Addendum, any Referred Account upon which a partial payment has been made within the prior one (1) year period or which is subject to an agreed upon payment plan.

4. PAYMENT TERMS.

Collection fees. During the term of this addendum and during any applicable retention period set forth in Section 3, T2 Systems shall be entitled to the fees, costs, and expenses set forth (in the SOW applicable referred account), regardless of whether collected by T2 Systems, Customer, or others.

Payments to and from Customer. Customer agrees that T2 Systems will deposit each check received from the Customer's end customer on behalf of the Customer. T2 Systems shall remit each payment it collects on a Referred Account to Customer, minus T2 System's fees and any other amounts owed to T2 System, on or before the twentieth (20th) day of each month following the month in which the amount was actually collected. Invoices may be submitted to Customer by Citation Collection Services, LLC, which is an Affiliate of T2 Systems, Inc.

Customer shall remit, or cause to be remitted, all amounts owed T2 Systems under this Addendum, if any, within thirty (30) days of receipt of notice thereof from T2 Systems. A late fee of one percent (1%) per month shall be assessed on all past due amounts from Customer based upon the aggregate amount of all past due monies. T2



Collections Statement of Work

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The Statement of Work and any Exhibits or Attachments hereto shall be governed by the terms and conditions of the Services Addendum dated August 9, 2024, between T2 Systems and Borough of Jenkintown, PA (AGENCY)

SCOPE

This Statement of Work (SOW) outlines the deliverables to be completed for the successful project implementation and on-going services for the Borough of Jenkintown, PA. Deliverables not addressed in this SOW are out-of-scope, and therefore not included.

T2 will provide the following activities through Citation Collection Services, LLC ('CCS') a wholly owned subsidiary of T2.

Project Methodology

Each party shall designate a Project Manager who shall work together to facilitate an efficient delivery of the SOW. The T2 Project Manager will be responsible for project planning, scheduling, and issue/risk resolution.

The Agency's Project Manager will be responsible for identifying and coordinating Agency resources necessary to meet the project schedule.

T2 will assign a dedicated Business Analyst (BA) who is dedicated to the success of the project.

Time is of the essence and all parties must participate as required to meet the timeframe.

Project Schedule

During the project kick-off meeting, the T2 Project Manager, with the Agency's Project Manager, will determine the project schedule.

Change Control

Customers may request changes to this SOW or planned deliverables. Change requests may result in a change to the price, schedule and other terms and conditions contained herein.

Assumptions, Constraints, and Risks

Much of the CCS work will be performed remotely. Any requirements for project resources to come onsite may result in additional consulting fees and related travel expenses.

Data integrity problems are a risk that, if encountered, can delay project timing. Data integrity issues are often the result of problems with consistency in the data and its usage.

Collection Agency Collections

CCS will perform outbound collection procedures on individual debts including:


- Third party, FDCPA (Fair Debt Collection Practices Act) compliant letter services and outbound/inbound collection call center services
- State licensed
- Experienced staff
- Non-confrontational and professional approach that reflects positively on your organization
- Skip Tracing – access to a database with personal information
- Real time bankruptcy information to ensure that no FDCPA violation is committed when pursuing an individual who has petitioned for bankruptcy, verify the legitimacy of the bankruptcy status, and improve collection efficiency and results

Agency Collection Services Details

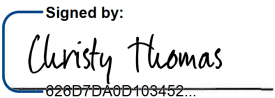
- CCS will assume responsibility for all citations the Agency has identified and escalated to a collection status for open citations aged up to 36 months and not in an appeal disposition. The backlog will be transferred upon the start of this project.
 - Ongoing citations will be aged 60 days delinquent (final criteria are determined by the Agency) and transferred to CCS for collections weekly.
 - Fee for collections is 30%
- Citations that meet the criteria of delinquent collections will be pursued using T2's collections process that may include the state debt set off programs if applicable.
- CCS is authorized to collect on the citations' balance using collection best-practices. This can include additional letter notifications and outbound calling. These collection best-practices are already included in the fee quoted.
- T2/CCS will provide a query to export the citation data to be escalated to CCS for collections. The Agency will generate this file weekly. In advance of generating this file, the data will be matched with current Registered Owner information.
- CCS limits the number of citations that can have a fee waived per month. Six (6) citations per month can have their service fees waived.
- In the event the Agency needs to recall a citation that has already been escalated for collection, the Agency will notify CCS via email at ccsclientservices@t2systems.com. Once the initial letter has been sent, the Agency can use one of their six (6) citation waivers per month to remove the service fee.

- CCS will send one (1) PL-95 collection letter per citation. Assuming the citation holder does not pay from the PL-95, CCS will begin collection best practice procedures.
- CCS will provide a daily file of payments to import into the Agency's UP Safety database made through CCS. The file will contain the citation number, payment date and citation amount.
- CCS will obtain from the Agency a daily payment import file of payments received at the Agency. It will contain the citation number, payment date and citation amount. It will be imported into the collection's software.
- CCS will provide the Agency with a monthly reconciliation report on the 3rd Friday of each month. The report will provide statistics on citations collected, dollar amount collected, and associated fees. Also, an electronic check will be issued in the total amount collected, net of fees.
- CCS will assess fees to the parker for insufficient funds. A flat \$20.00 fee would be assessed to the citation holder for insufficient funds. CCS will retain this fee for bank services.
- CCS will provide a Project Manager responsible for project planning, scheduling, and status reporting. In addition, the Project Manager will act as the project's single point of contact with regards to change management and issue/risk control.

Borough of Jenkintown, PA

Signature: 
Print Name: George Hocke
Title: Borough Manager
Date: 11/7/24

T2 Systems, Inc.

Signature: 
Print Name: Christy Thomas
Title: Director, Citation Services
Date: 11/08/24