

TOWNSHIP OF LOWER MERION

ECONOMIC DEVELOPMENT COMMITTEE

**WEDNESDAY, JULY 29, 2026
6:00 PM (Approximately)**

Chairperson: Gilda Kramer

Vice Chairperson: Todd Sinai, Craig Timberlake

AGENDA

1. APPROVAL OF RESOLUTION TO SUBMIT AN APPLICATION TO THE PA DCED MAIN STREET MATTERS GRANT PROGRAM FOR THE CRICKET TERRACE IMPROVEMENTS
2. APPROVAL OF EXECUTION OF AN AGREEMENT TO EXPAND THE PHILADELPHIA INDEGO BIKE SHARE PROGRAM INTO LOWER MERION TOWNSHIP



Township of Lower Merion
A FIRST CLASS TOWNSHIP

AGENDA ITEM INFORMATION

COMMITTEE: Economic Development

ITEM: **APPROVAL OF RESOLUTION TO SUBMIT AN APPLICATION TO THE PA DCED MAIN STREET MATTERS GRANT PROGRAM FOR THE CRICKET TERRACE IMPROVEMENTS**

Consider for recommendation to the Board of Commissioners adoption of a resolution authorizing application to the PA DCED Main Street Matters grant program for the Cricket Terrace Improvement Project.

PUBLIC COMMENT

ATTACHMENT(S):

[07-24-2026 DCED MSM Cricket Terrace ISSUE BRIEFING.docx](#)

[07-29-2026 DCED MSM Cricket Terrace RESOLUTION.docx](#)

TOWNSHIP OF LOWER MERION
Economic Development Committee

Issue Briefing

Topic: Resolution to Submit an Application to the PA DCED Main Street Matters Grant Program for the Cricket Terrace Improvements

Prepared By: Brandon Ford, Assistant Township Manager

Date: July 24, 2026

I. Action To Be Considered by the Board:

Adoption of a resolution authorizing the Township to submit a grant application to Pennsylvania Department of Community & Economic Development (DCED)'s Main Street Matters grant program for improvements to Cricket Terrace.

II. Why This Issue Requires Board Consideration:

A resolution authorizing the grant submission and committing the necessary matching local funds is required for the grant application.

III. Current Policy or Practice (If Applicable): N/A

IV. Other Relevant Background Information:

DCED's Main Street Matters program is designed to support downtown cores in creating healthy, vibrant, and welcoming communities through funding revitalization efforts in planning, aesthetic enhancements, and public safety improvements. The Cricket Terrace Improvements focus on enhancing walkability and the streetscape between Rittenhouse Place and Cricket Avenue in downtown Ardmore. The project would also expand public parking Lot#5 and improve connectivity to the public parking garage on Cricket Avenue.



Above: Conceptual Drawing of the Cricket Terrace Improvements

V. Impact On Township Finance:

The Cricket Terrace Improvement Project is included in the Township's current 2026-2031 Capital Improvement Plan under Project #4072 (Schauffele Plaza). There is \$80,000 budgeted towards design in 2027 and \$2.45 million forecasted for construction starting in 2028. The Township's application would request \$1,000,000, which is the maximum amount allowed under the grant program, towards the construction of the project. The remaining \$1.45 million, or 59%, of the estimated construction cost would be provided by the Township as local match. It should be noted that the Township was awarded \$100,000 in County Montco 2040 grant funds for the Cricket Terrace Improvements, reducing the Township's potential local match to \$1.35 million.

VI. Staff Recommendation:

Staff recommends that the Township adopt a resolution authorizing application to the PA DCED Main Street Matters grant program for the Cricket Terrace Improvement Project.

TOWNSHIP OF LOWER MERION

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE TOWNSHIP OF LOWER MERION AUTHORIZING THE APPLICATION TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT FOR A MAIN STREET MATTERS GRANT TO CONSTRUCT IMPROVEMENTS TO CRICKET TERRACE

WHEREAS, the Commonwealth of Pennsylvania (“the Commonwealth”) has established the Main Street Matters Program through the Pennsylvania Department of Community and Economic Development (PA DCED) to provide grants for large public and private development projects, including the improvement of public spaces, buildings, and infrastructure within Main Street districts, as well as public safety and aesthetic enhancements; and

WHEREAS, Ardmore is a designated Main Street within the Township of Lower Merion, recognized by the Pennsylvania Department of Community and Economic Development (PA DCED) for its commitment to downtown revitalization through the Main Street Program, making it eligible for funding opportunities through the Main Street Matters Program to support economic development, infrastructure improvements, and community revitalization efforts within the district; and

WHEREAS, the Township of Lower Merion is an eligible applicant as a municipality for a grant that shall not exceed a total of \$1,000,000 under this program; and

WHEREAS, eligible projects for development, rehabilitation, and improvements under the Main Street Matters Program include the acquisition, rehabilitation, or restoration of buildings, public infrastructure improvements such as streetscapes, sidewalks, lighting, and other public safety infrastructure, as well as enhancements to public spaces that support community and economic growth; and

WHEREAS, as part of the broader planning process, design considerations were made for improvements along Cricket Terrace, specifically aimed at expanding public parking in Lot #5, creating on-street parking, and improving pedestrian connectivity to the existing parking garage to increase utilization; and

WHEREAS, the Township seeks to apply to the PA DCED through its Main Street Matters Program for implementation grant funds of \$1,000,000 to construct the Cricket Terrace improvements, which are estimated by the Township Engineer to cost \$2,486,344, with a match that exceeds the minimum 50% match requirement for the total grant being sought from the Commonwealth; and

WHEREAS, the Township fully understands the application requirements, including the contracting process, if awarded grant funds from the Main Street Matters Grant Program;

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners of the Township of Lower Merion hereby authorizes the Township Manager to submit an application to the PA DCED requesting a Main Street Matters grant in the amount of \$1,000,000 from the Commonwealth Financing Authority to be used for the Cricket Terrace improvements.

BE IT FURTHER RESOLVED, that the Township hereby designates Ernie B. McNeely, Township Manager, to execute all documents and agreements between the Township of Lower Merion and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

RESOLVED by the Board of Commissioners this day of 2026.

BOARD OF COMMISSIONERS OF THE
TOWNSHIP OF LOWER MERION

Todd M. Sinai, President

ATTEST:

Jody L. Kelley, Secretary



Township of Lower Merion
A FIRST CLASS TOWNSHIP

AGENDA ITEM INFORMATION

COMMITTEE: Economic Development

ITEM: **APPROVAL OF EXECUTION OF AN AGREEMENT TO EXPAND THE PHILADELPHIA INDEGO BIKE SHARE PROGRAM INTO LOWER MERION TOWNSHIP**

Consider for recommendation to the Board of Commissioners approval to execute an agreement with Bike Transit Services to expand the Philadelphia Indego Bike Share Program into Lower Merion Township at Pencoyd Landing, One Bala, and One Belmont, utilizing \$150,000 in Montco2040 grant funds from Montgomery County.

PUBLIC COMMENT

ATTACHMENT(S):

[Issue Briefing - Indego Bike Share.docx](#)

[Indego Bike Share Stations.pdf](#)

[Lower Merion and Bike Transit Services Agreement.docx](#)

[Philadelphia Memorandum of Understanding.pdf](#)

TOWNSHIP OF LOWER MERION

Economic Development Committee

Issue Briefing

Topic: Agreement with Indego Bike Share – Lower Merion Expansion

Prepared By: Libby Horwitz, Economic Development Specialist

Date: July 29, 2026

- I. **Action To Be Considered By The Board:** Approve the execution of an agreement for Bike Transit Systems to expand the Philadelphia Indego Bike Share program into Lower Merion Township for three years with the placement of three new stations to be located at Pencoyd Landing, One Bala, and One Belmont for a total of 45 docking points and 22 electric bicycles.
- II. **Why This Issue Requires Board Consideration:** The expansion is to be reimbursed by a Montco2040 Grant after initial Township funding, requiring Board approval for the initial expenditure and execution of the agreement.
- III. **Current Policy Or Practice (If Applicable):** The 2016 Comprehensive Plan recommends walkability and multi-modal transportation improvements in the City Avenue District. The Township has implemented this recommendation through requiring development of new sidewalks and growing and connecting its multi-use trail system. The Indego Bike Share expansion would be a continuation of these efforts.
- IV. **Other Relevant Background Information:** Indego Bike Share was launched in 2015 and has expanded to include over 2,800 self-service bicycles and 310 stations throughout Philadelphia. The system expanded to areas neighboring the City Avenue District, including East Falls, Manayunk, and Wynnefield in 2023. The expansion into Lower Merion would connect into the Philadelphia system and would be the first expansion of the system outside of Philadelphia city limits. Bike Transit Services, the organization that manages operational elements of Indego Bike Share, has entered into a Memorandum of Understanding with the City of Philadelphia for the expansion.

The Township applied for and received a Monto2040 Grant in 2023 for the expansion of the Indego Bike Share system into the Township. The County has approved two extensions to the grant to accommodate implementation delays caused by changing market conditions.

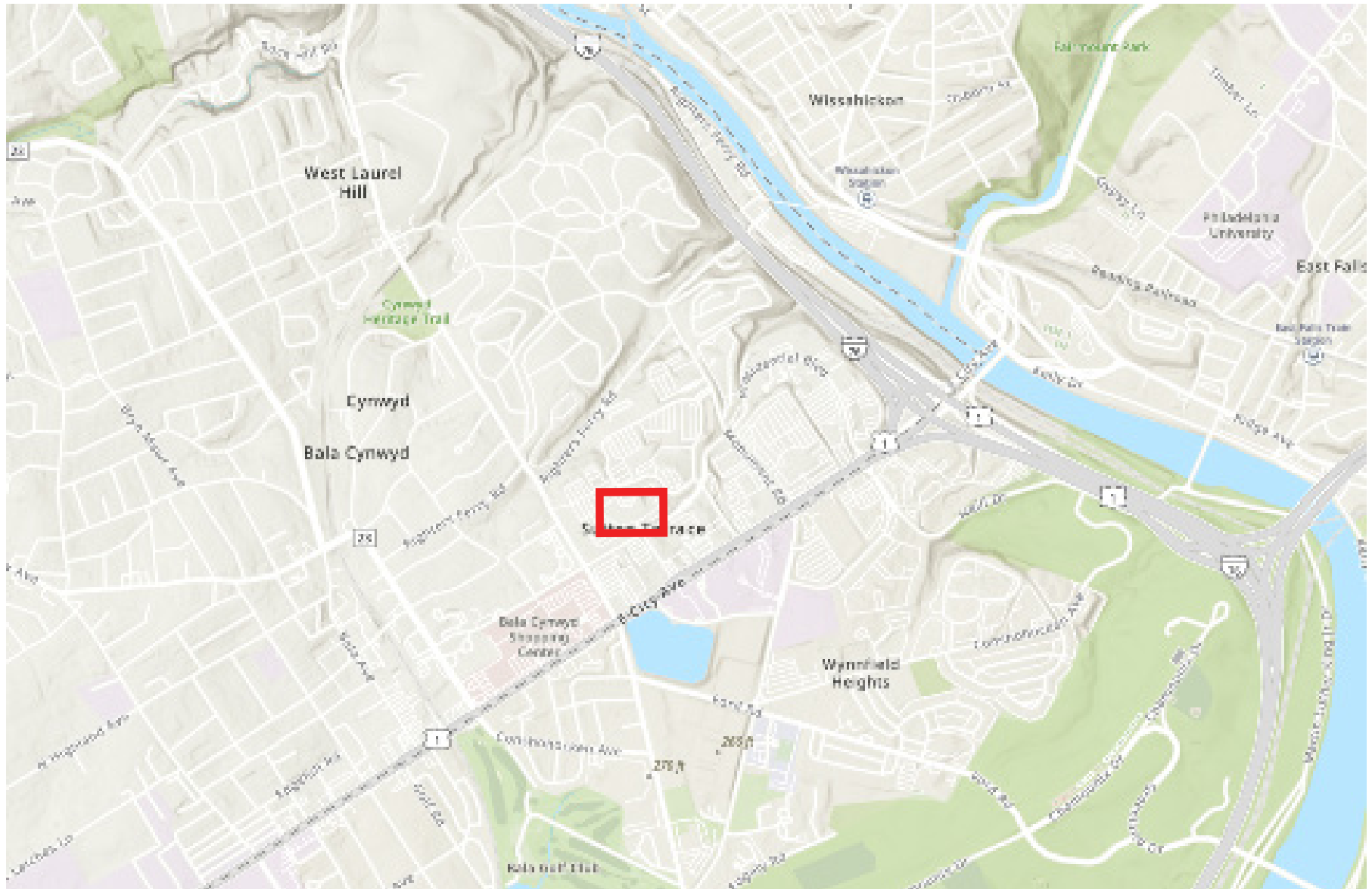
The Township partnered with Bike Transit Services and the City Avenue District to identify three locations for the new Indego Bike Share. The stations located at One

Bala and One Belmont were included as conditions of approval for the two development agreements. All three property owners will enter into agreements with Bike Transit Systems. Each property owner will pay \$12,000 annually to cover ongoing maintenance costs and will provide electricity for the stations.

Bike Transit Services will be responsible for maintenance of the facilities and equipment as well as liability insurance.

V. Impact On Township Finances: The Township will initially expend \$150,000 to reimburse Bike Transit Services for the purchase of equipment. The Montco2040 grant will then reimburse the Township for \$150,000. The 20 percent match for the grant is being provided by the \$12,000 annual payments by the three property owners.

VI. Staff Recommendation: Staff recommends approval of the expansion of the Indego Bike Share into Lower Merion as requested, contingent upon execution of agreements with property owners.



One Bala Plaza

Site Concept for an Indego Station Proposal

Prepared by: Benjamin Harris

Date **February 12th, 2026**



One Bala Plaza

1 Bala Plaza

Bala Cynwyd, PA, 19004

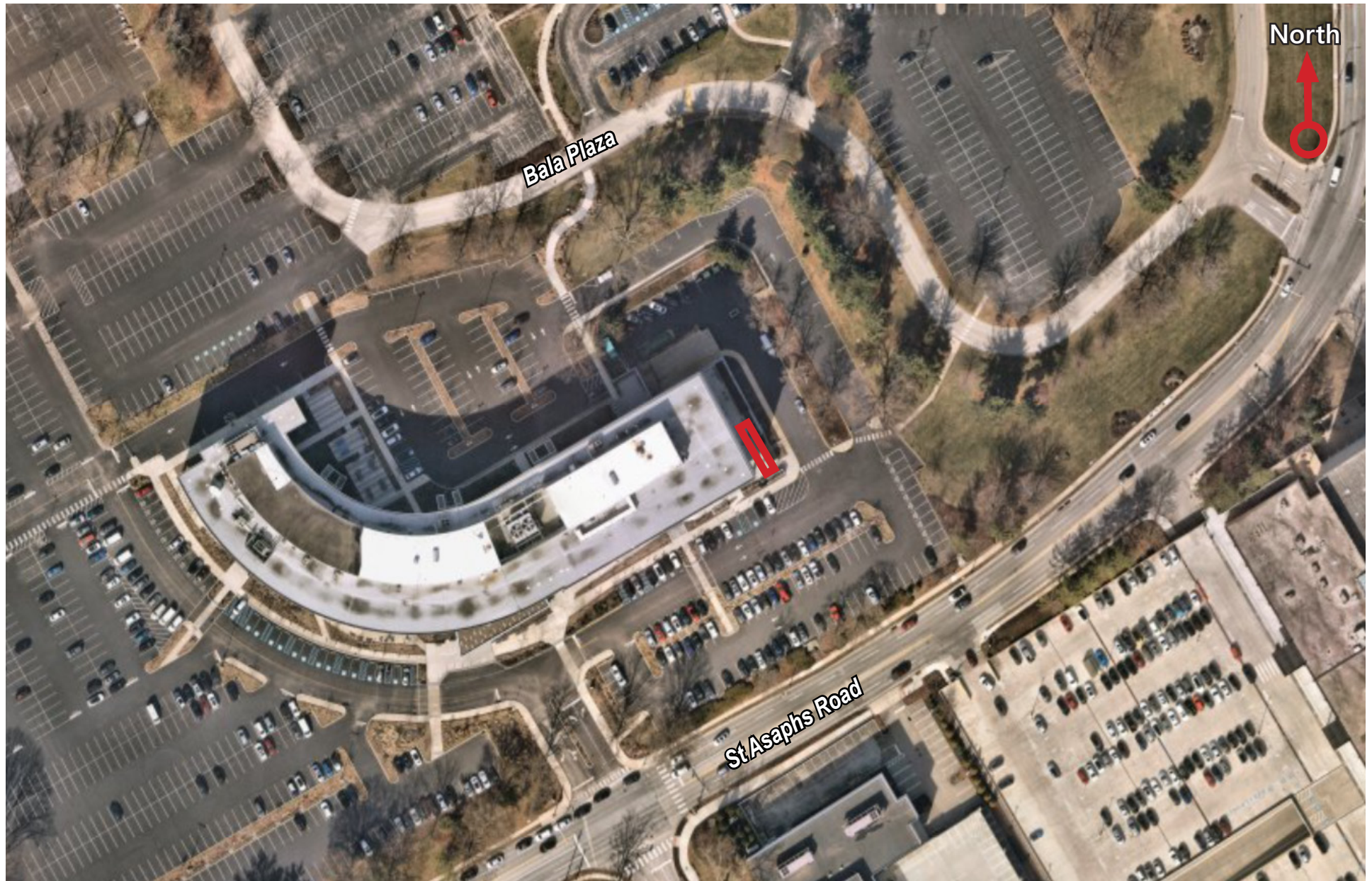
40.00751, -75.21916

Red Rectangle = Impacted Area

Station Width 6' 1", Length: 31'

Number of proposed docks: 11

1.0 docks, single-sided, 35" baseplates



One Bala Plaza

1 Bala Plaza

Bala Cynwyd, PA, 19004

40.00751, -75.21916

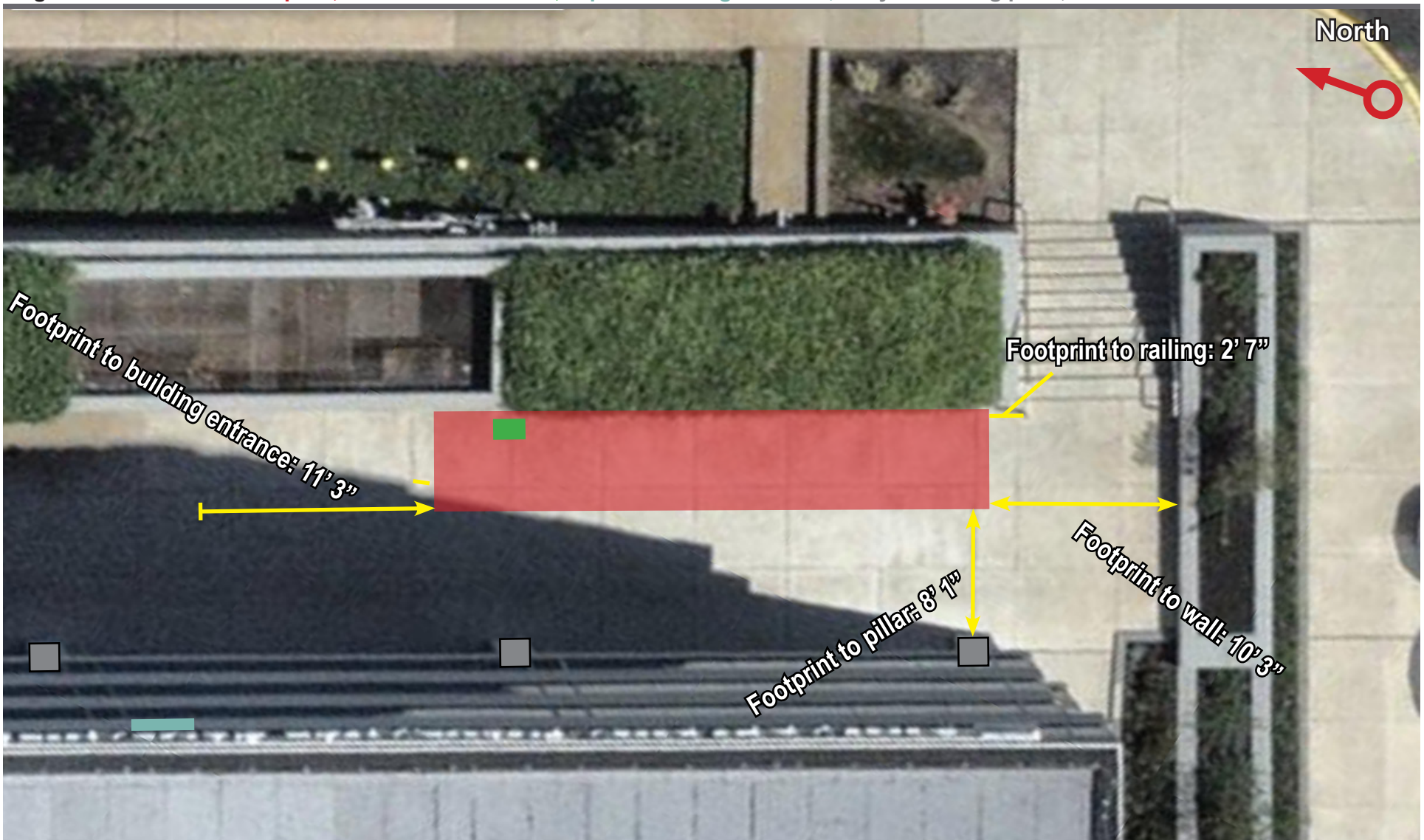
Notes: Station is a candidate for a hardwire connection. Station sits on private property and will require a signed license agreement. A few pieces of outdoor furniture may need to be moved. No utilities observed in the footprint.

Station Width 6' 1", Length: 31'

Number of proposed docks: 11

1.0 docks, single-sided, 35" baseplates

Legend: Red = Station footprint; Green = Kiosk width; Aqua = Building entrance; Grey = Building pillar;



One Bala Plaza

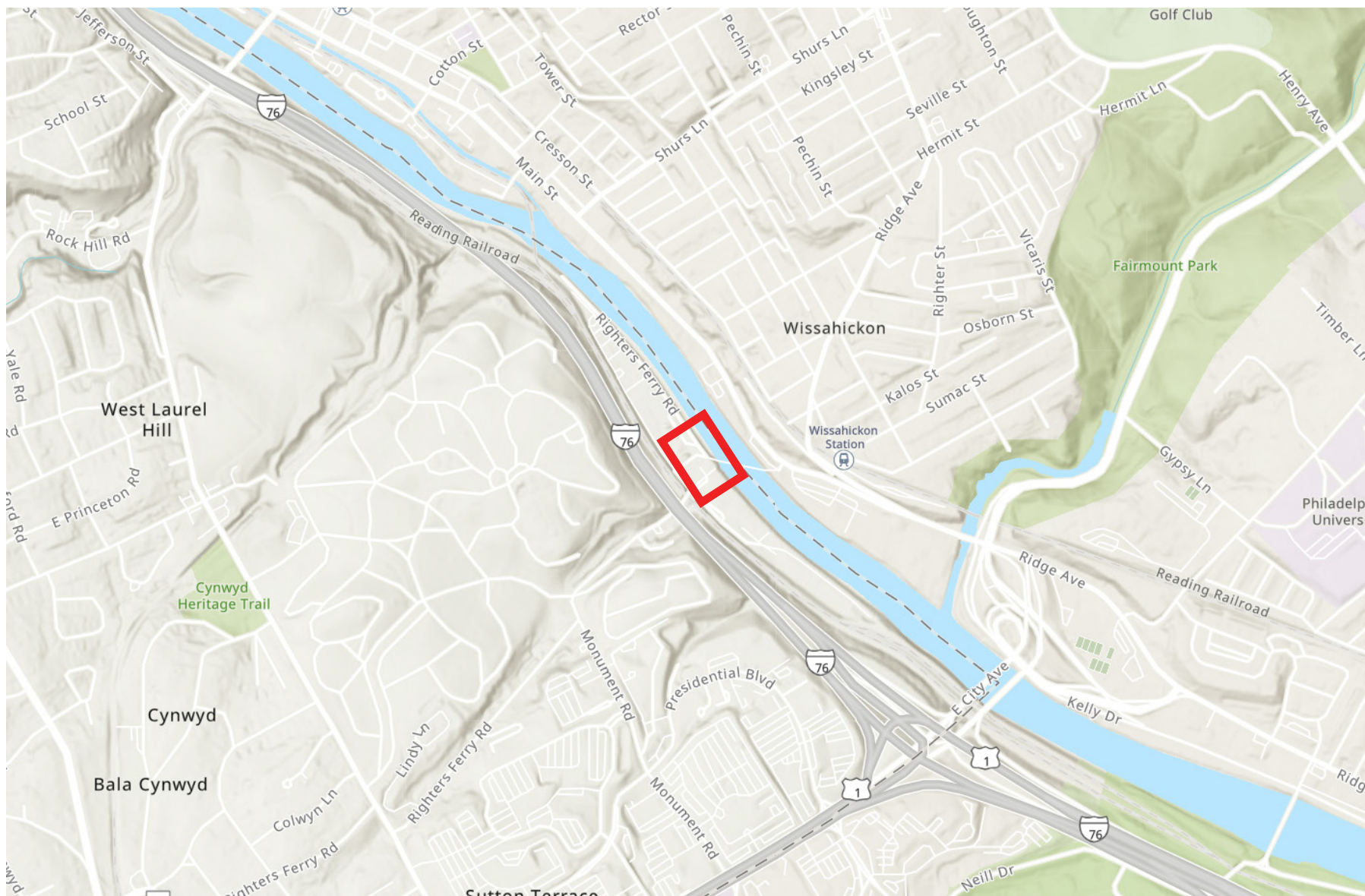
1 Bala Plaza
Bala Cynwyd, PA, 19004
40.00751, -75.21916

Station Width 6' 1", Length: 31'
Number of proposed docks: 11
1.0 docks, single-sided, 35" baseplates

Notes: Station is a candidate for a hardwire connection. Station sits on private property and will require a signed license agreement. A few pieces of outdoor furniture may need to be moved. No utilities observed in the footprint.

Legend: Red = Station footprint; Green = Kiosk width;





Pencoyd Trail

Site Concept for an Indego Station Proposal

Prepared by: Benjamin Harris

Date **December 8th, 2025**



Pencoyd Trail

620 Righters Ferry Road
Bala Cynwyd, PA, 19004
40.01673, -75.21454

Red Rectangle = Impacted Area

Station Width: 6' 1", Length: 31'
Number of proposed docks: 11
1.0 docks, single-sided, 35" baseplates



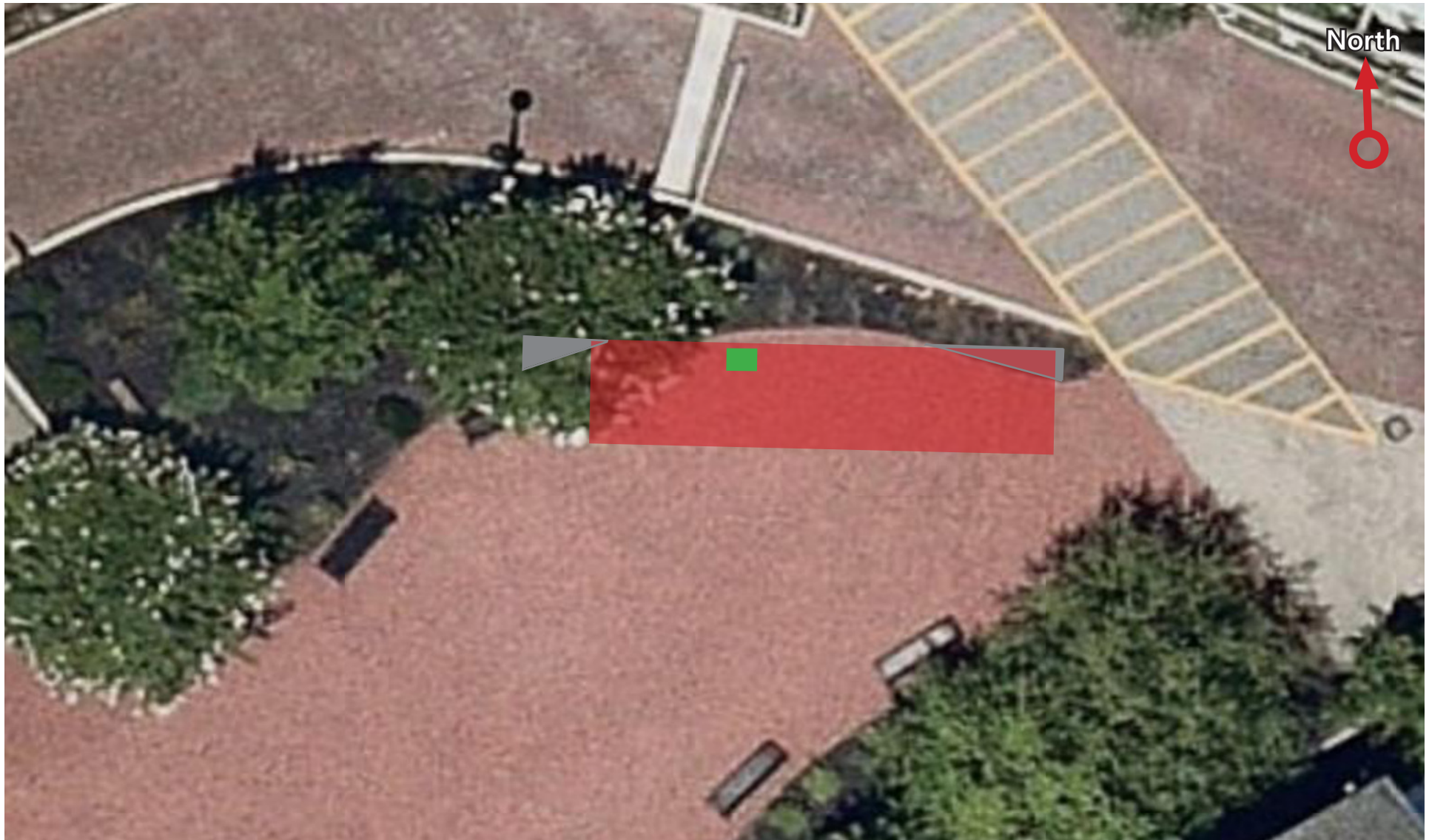
Pencoyd Trail

620 Righters Ferry Road
Bala Cynwyd, PA, 19004
40.01673, -75.21454

Notes: Station is a candidate for hard-wiring, and sits on private property and will require a license agreement.

Station Width: 6' 1", Length: 31'
Number of proposed docks: 11
1.0 docks, single-sided, 35" baseplates

Legend: Red = Station footprint; Green = Kiosk width; Gray = Concrete;



Pencoyd Trail

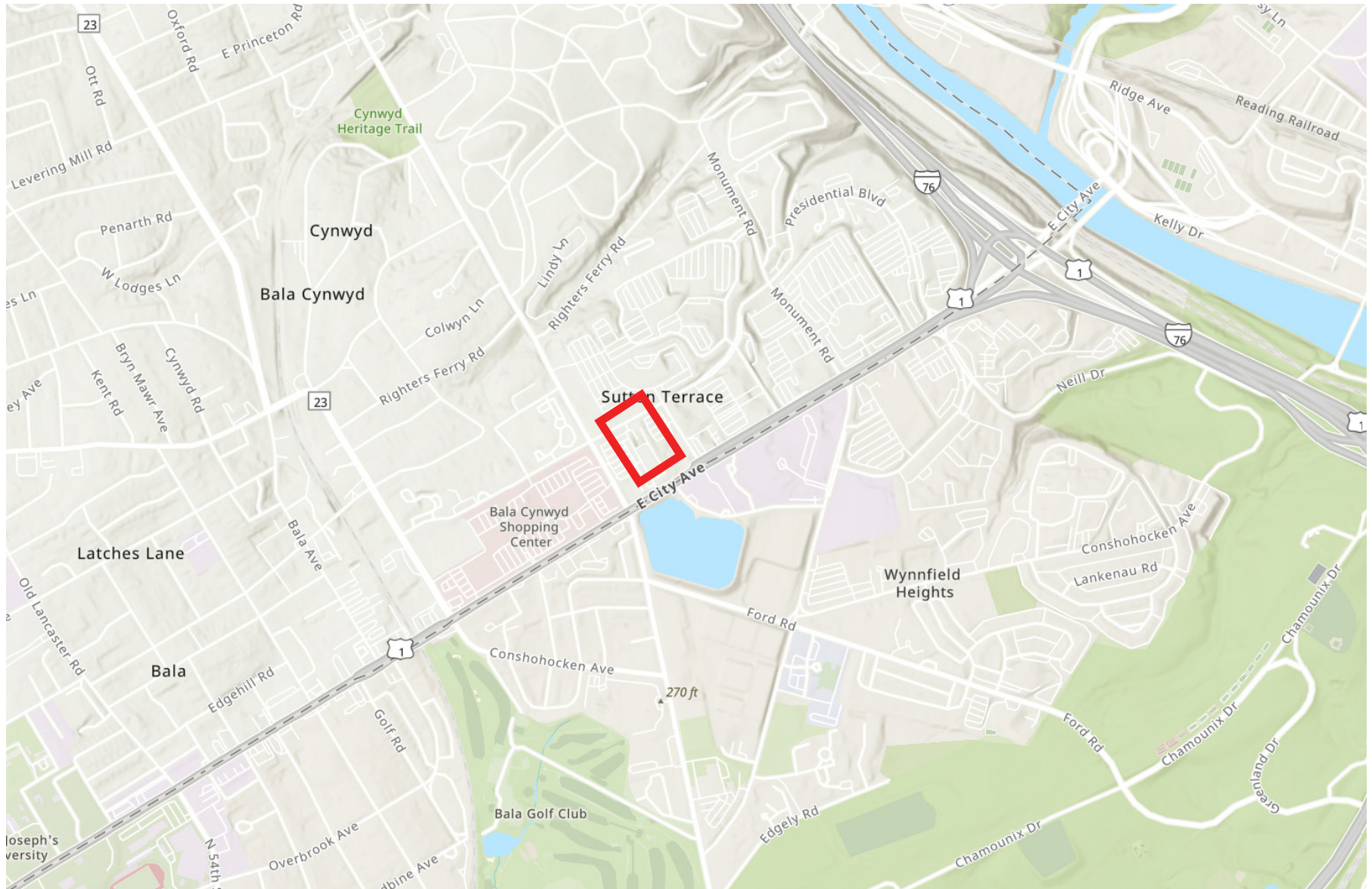
620 Righters Ferry Road
Bala Cynwyd, PA, 19004
40.01673, -75.21454

Notes: Station is a candidate for hard-wiring, and sits on private property and will require a license agreement.

Station Width: 6' 1", Length: 31'
Number of proposed docks: 11
1.0 docks, single-sided, 35" baseplates

Legend: Red = Station footprint; Green = Kiosk width; Gray = Concrete;





One Belmont Avenue

Site Concept for an Indego Station Proposal

Prepared by: Benjamin Harris

Date **December 8th, 2025**



One Belmont Avenue

1 Belmont Ave

Bala Cynwyd, PA, 19004

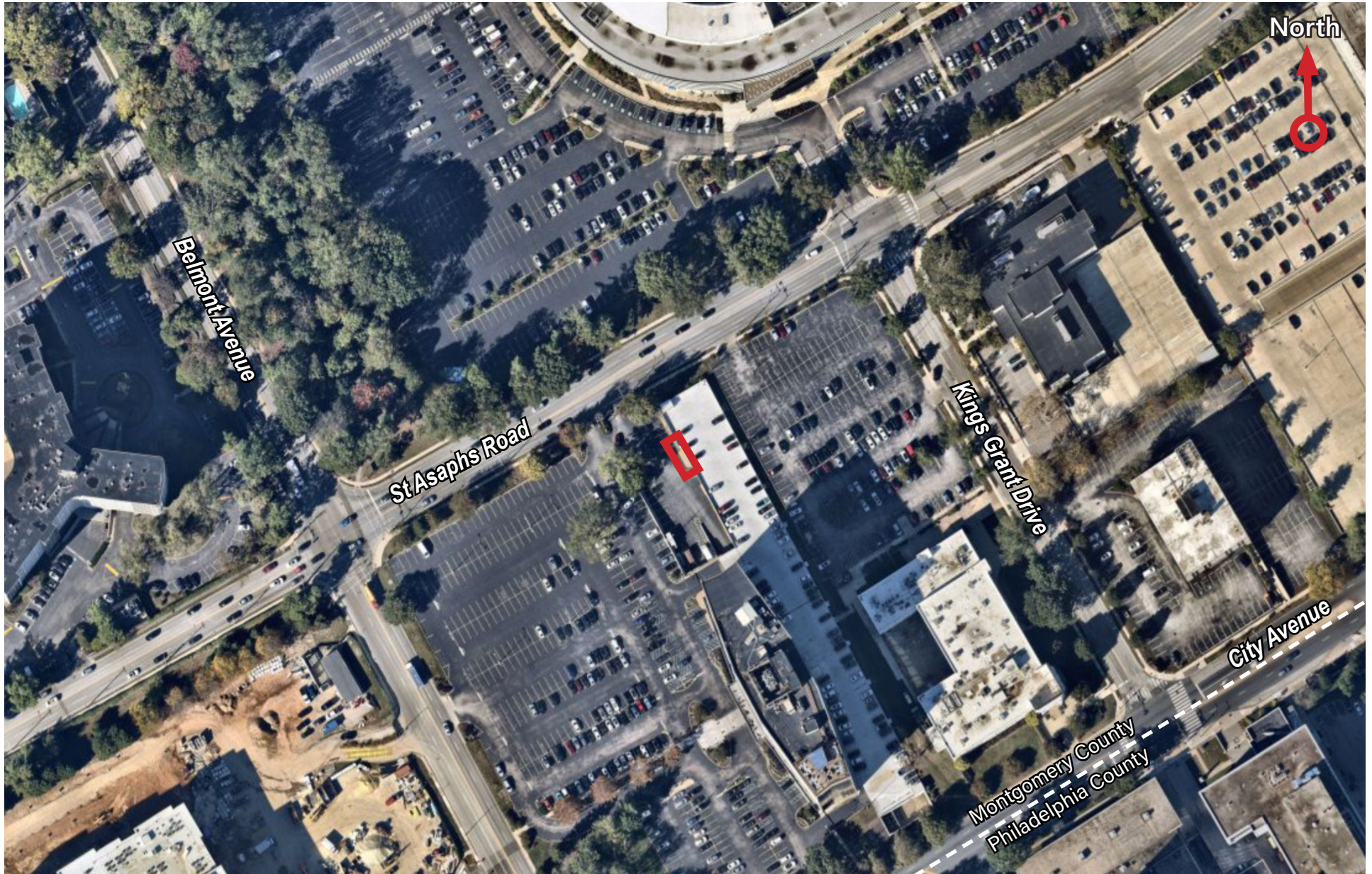
40.00593, -75.22044

Red Rectangle = Impacted Area

Station Width: 5' 9", Length: 20' 8"

Number of proposed docks: 7

1.0 docks, single-sided, 19" baseplates



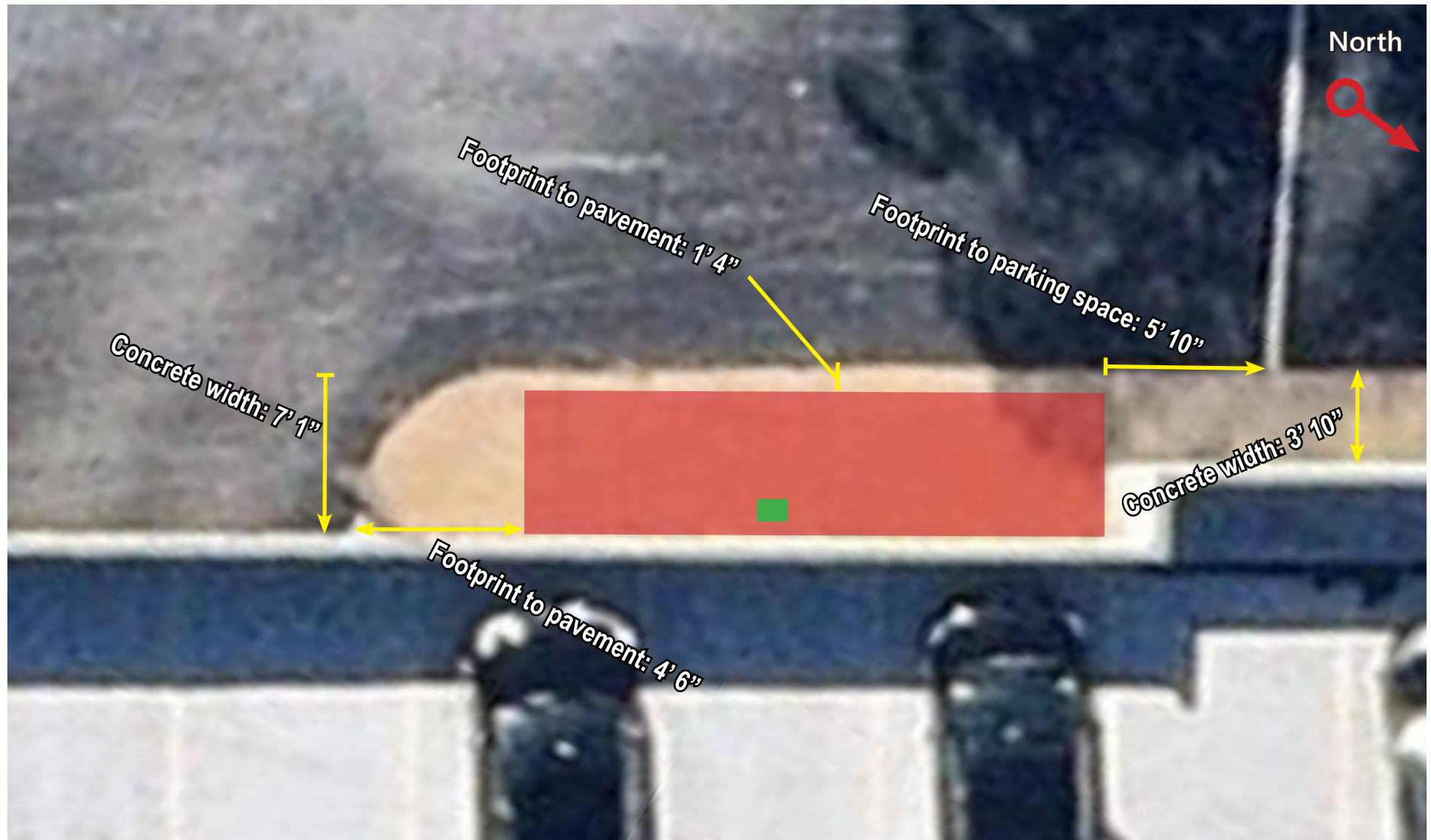
One Belmont Avenue

1 Belmont Ave
Bala Cynwyd, PA, 19004
40.00593, -75.22044

Notes: Station is a candidate for hard-wiring, and sits on private property and will require a license agreement.

Station Width: 5' 9", Length: 20' 8"
Number of proposed docks: 7
1.0 docks, single-sided, 19" baseplates

Legend: Red = Station footprint; Green = Kiosk width;



One Belmont Avenue

1 Belmont Ave
Bala Cynwyd, PA, 19004
40.00593, -75.22044

Notes: Station is a candidate for hard-wiring, and sits on private property and will require a license agreement.

Station Width: 5' 9", Length: 20' 8"
Number of proposed docks: 7
1.0 docks, single-sided, 19" baseplates

Legend: Red = Station footprint; Green = Kiosk width;



Equipment Purchase and Bicycle Sharing Services Agreement

This Equipment Purchase and Bicycle Sharing Services Agreement (this “**Agreement**”), dated as of _____, 2026 (the “**Effective Date**”), is by and between Bicycle Transit Systems, Inc., a Delaware corporation (“**BTS**”) and Township of Lower Merion, a township of the Commonwealth of Pennsylvania (“**Township**” and together with BTS, the “**Parties**”, and each a “**Party**”).

WHEREAS, BTS currently operates a bicycle sharing system in the City of Philadelphia (“**Indego**”) pursuant to a concession agreement with the City of Philadelphia.

WHEREAS, BTS is also a manufacturer and owner of bicycle sharing stations, bicycles, and operating software.

WHEREAS, Township secured a grant from Montgomery County, Pennsylvania to fund capital purchases associated with establishing the Indego in the Township (the “**Grant**”).

WHEREAS, Township also secured commitments from three property owners (each a “**Property Owner**”) who will pay to BTS the annual fees associated with operating and maintaining Indego in the Township (the “**Operating Fees**”).

WHEREAS, each Property Owner will enter into a License Agreement with BTS (each, a “**License Agreement**”) with respect to the Operating Fees for which such Property Owner is responsible and to enable BTS to place Equipment (as defined below) and operate a bicycle sharing Station (as defined below) on its property within the Township.

WHEREAS, BTS and the City of Philadelphia entered into a Memorandum of Understanding (“**MOU**”) that permits BTS to expand Indego into the Township as contemplated herein and to use the Indego trademarks in connection therewith.

WHEREAS, Township and BTS desire to enter into an agreement that will allow BTS to procure, install, and operate bike share stations and electric bike share bicycles in the Township, thereby expanding Indego into the Township under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BTS and Township agree as follows:

1. Equipment Purchase and Services.

1.1 Equipment Purchase.

(a) BTS shall purchase and/or provide the bicycle sharing stations, docking points, and bicycles set forth on Exhibit A (“**Equipment**”). BTS shall own all Equipment at all times during the term of this Agreement and thereafter.

(b) Township shall reimburse BTS in the amount of One Hundred Fifty Thousand Dollars (\$150,000.00) for the Equipment utilizing the Grant within ninety (90) days of receipt by the Township of an invoice from BTS.

1.2 Services. BTS shall provide to Township the services (the “**Services**”) set out in one or more statements of work to be issued by Township and accepted by BTS (each, a “**Statement of Work**”). The initial accepted Statement of Work is attached hereto as Exhibit

A. Additional Statements of Work shall be deemed issued and accepted only if signed by BTS and the Township.

2. BTS Obligations. BTS shall designate employees or contractors that it determines, in its sole discretion, to be capable of performing the Services set out in each Statement of Work.

3. Township Obligations. Township shall:

3.1 Designate one of its employees to serve as its primary contact with respect to this Agreement and to act as its authorized representative with respect to matters pertaining to this Agreement (the “**Township Contract Manager**”), with such designation to remain in force unless and until a successor Township Contract Manager is appointed.

3.2 Require that the Township Contract Manager respond promptly to any reasonable requests from BTS for instructions, information or approvals required by BTS to provide the Services.

3.3 Cooperate with BTS in its performance of the Services and provide access to Township’s premises, employees, contractors, and equipment as required to enable BTS to provide the Services, including without limitation in connection with BTS’s installation of Equipment at Station locations and connecting such Equipment to a power source.

3.4 Take all steps necessary, including obtaining any required licenses or consents, to prevent Township-caused delays in BTS’s provision of the Services.

3.5 Use commercially reasonable efforts to ensure that each Property Owner pays BTS all Operating Fees owed by each such Property Owner to BTS during the Term.

4. Fees.

4.1 In consideration of the purchase of Equipment and provision of the Services by BTS and the rights granted to Township under this Agreement, Township shall pay the fees set forth in the applicable Statement of Work and perform Township’s other obligations under this Agreement. Unless otherwise provided in the applicable Statement of Work, said fee will be payable within thirty (30) days of receipt by the Township of an invoice from BTS.

4.2 In the event that a Property Owner fails to pay BTS its Operating Fee or any other fees when due under its License Agreement and such failure continues for ten days following written notice thereof, BTS shall be entitled to suspend the provision of any Services and such failure continues for ten days following written notice thereof.

4.3 For the avoidance of doubt, BTS shall retain all user, sponsorship, and advertising revenues generated through the operation of Indego in the Township, including the through use of the Equipment.

5. Limited Warranty.

5.1 BTS warrants that it shall perform the Services:

(a) In accordance with the terms and subject to the conditions set out in the respective Statement of Work and this Agreement.

(b) Using personnel of required skill, experience and qualifications.

(c) In a timely, workmanlike, and professional manner in accordance with generally recognized industry standards for similar services.

5.2 BTS's sole and exclusive liability and Township's sole and exclusive remedy for breach of this warranty shall be as follows:

(a) BTS shall use reasonable commercial efforts to promptly cure any such breach; provided, that if BTS cannot cure such breach within a reasonable time (but no more than 30 days) after Township's written notice of such breach, Township may, at its option, terminate the Agreement by serving written notice of termination in accordance with Section 8.2.

(b) The foregoing remedy shall not be available unless Township provides written notice of such breach within thirty (30) days after delivery of such Service or Deliverable to Township.

5.3 BTS MAKES NO WARRANTIES EXCEPT FOR THAT PROVIDED IN SECTION 5.1, ABOVE. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, ARE EXPRESSLY DISCLAIMED.

6. Intellectual Property. All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "**Intellectual Property Rights**") in and to all documents, work product, and other materials that are delivered to Township under this Agreement or prepared by or on behalf of BTS in the course of performing the Services, including any items identified as such in the Statement of Work (collectively, the "**Deliverables**") shall be owned by BTS. BTS hereby grants Township a license to use all Intellectual Property Rights in the Deliverables free of additional charge and on a non-exclusive, non-transferable, non-sublicensable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Township to make reasonable use of the Deliverables and the Services.

7. Confidentiality. From time to time in connection with or during the Term of this Agreement, either Party (as the "**Disclosing Party**") may disclose or make available to the other Party (as the "**Receiving Party**"), non-public, proprietary, and confidential information of Disclosing Party ("**Confidential Information**"); provided, however, that Confidential Information does not include any information that: (a) is or becomes generally available to the public other than as a result of Receiving Party's breach of this Section 7; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source that, to the Receiving Party's knowledge, was not legally or contractually restricted from disclosing such information; (c) was in Receiving Party's possession prior to Disclosing Party's disclosure hereunder; or (d) was or is independently developed by Receiving Party without using any of the Disclosing Party's Confidential Information. The Receiving Party shall: (x) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (y) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (z) not disclose any such Confidential Information to any person or entity, except to the Receiving Party's employees, officers, directors, owners, independent contractors, attorneys, accountants, and financial advisors who need to know

the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

If the Receiving Party is required by applicable law or legal process to disclose any Confidential Information, it shall, prior to making such disclosure, use commercially reasonable efforts to notify Disclosing Party of such requirements to afford Disclosing Party the opportunity to seek, at Disclosing Party's sole cost and expense, a protective order or other remedy.

8. Term, Termination, and Survival.

8.1 This Agreement shall commence as of the Effective Date and shall continue thereafter for a period of three (3) years unless sooner terminated pursuant to Section 8.2.

8.2 BTS may terminate this Agreement immediately by written notice to Township upon the termination of the MOU. Either Party may terminate this Agreement, effective upon written notice to the other Party (the "**Defaulting Party**") if the Defaulting Party: (a) materially breaches this Agreement (including Township's failure to pay any amount when due), and the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach, or such material breach is incapable of cure; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) business days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; or (e) makes a general assignment for the benefit of creditors.

8.3 The rights and obligations of the Parties set forth in this Section 8.3 and in Sections 5, 6, 7, 9 through and including 22, and any right or obligation of the Parties in this Agreement which, by its nature, should survive termination or expiration of this Agreement, will survive any such termination or expiration of this Agreement.

9. Limitation of Liability.

9.1 IN NO EVENT SHALL BTS BE LIABLE TO TOWNSHIP OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT BTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

9.2 IN NO EVENT SHALL BTS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO BTS IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. Insurance. During the term of this Agreement and for a period of two years thereafter, each Party shall, at its own expense, maintain and carry insurance with financially sound and

reputable insurers, in full force and effect that includes, but is not limited to, commercial general liability in a sum no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon a Party's request, the other Party shall provide the requesting Party with a certificate of insurance from its insurer evidencing the insurance coverage specified in this Agreement. The BTS certificate of insurance shall name the Township as an additional insured. Each Party shall provide the other Party with thirty (30) days' advance written notice in the event of a cancellation or material change in such Party's insurance policy. Except where prohibited by law, each Party shall require its insurer to waive all rights of subrogation against the other Party's insurers and the other Party.

11. Entire Agreement. This Agreement, including and together with any related Statements of Work, exhibits, schedules, attachments, and appendices, constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding such subject matter.

12. Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement (each, a "**Notice**") must be in writing and addressed to the other Party at its address set forth on the signature page to this Agreement. Unless otherwise agreed herein, all Notices must be delivered by personal delivery, email (with confirmation of transmission), nationally recognized overnight courier or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) on receipt by the receiving Party; and (b) if the Party giving the Notice has complied with the requirements of this Section 12.

13. Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the the court may modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

14. Amendments. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

15. Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

16. Assignment. Township shall not assign, transfer, delegate or subcontract any of its rights or delegate any of its obligations under this Agreement without the prior written consent of BTS. Any purported assignment or delegation in violation of this Section 16 shall be null and void. No assignment or delegation shall relieve the Township of any of its obligations under this Agreement. BTS may assign any of its rights or delegate any of its obligations to any affiliate or to any person acquiring all or substantially all of BTS's assets without Township's consent.

17. Successors and Assigns. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and permitted assigns.

18. Relationship of the Parties. The relationship between the Parties is that of independent contractors. The details of the method and manner for performance of the Services by BTS shall be under its own control, Township being interested only in the results thereof. BTS shall be solely responsible for supervising, controlling, and directing the details and manner of the completion of the Services. Nothing in this Agreement shall give the Township the right to instruct, supervise, control, or direct the details and manner of the completion of the Services. The Services must meet the Township's final approval and shall be subject to the Township's general right of inspection throughout the performance of the Services and to secure satisfactory final completion. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

19. No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

20. Choice of Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute are governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, United States of America, without giving effect to the conflict of laws provisions thereof.

21. Choice of Forum. Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement in any forum other than U.S. District Court, Eastern District of Pennsylvania or, if such court does not have subject matter jurisdiction, the courts of the Commonwealth of Pennsylvania sitting in Montgomery County, and any appellate court from any thereof. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in such courts. Each Party agrees that a final judgment in any such action, litigation, or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

22. WAIVER OF JURY TRIAL. EACH PARTY ACKNOWLEDGES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY EXHIBITS, SCHEDULES, ATTACHMENTS, OR APPENDICES ATTACHED TO THIS AGREEMENT, OR THE TRANSACTIONS CONTEMPLATED HEREBY.

23. Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

24. Force Majeure. No Party shall be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations of the Township to make payments to BTS hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("**Impacted Party**") reasonable control, including, without limitation, the following force majeure events ("**Force Majeure Event(s)**"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages, or slowdowns, or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) other events beyond the reasonable control of the Impacted Party.

The Impacted Party shall give notice within five (5) business days of the Force Majeure Event to the other Party, stating the period of time the occurrence is expected to continue. The Impacted Party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized. The Impacted Party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. In the event that the Impacted Party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this Section, the other Party may thereafter terminate this Agreement upon thirty (30) days' written notice.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective duly authorized officers.

BICYCLE TRANSIT SYSTEMS, INC.

By:_____

Name:

Title:

Address for Notices:

2800 South 20th Street, Unit 6A,

Philadelphia, PA 19145

Email: kgavin@bicycletransit.com;
nbowmanjohnston@bicycletransit.com

TOWNSHIP OF LOWER MERION

By:_____

Name: Ernie McNeely

Title: Township Manager

Address for Notices:

75 East Lancaster Avenue

Ardmore, PA 19003

Email: emcneely@lowermerion.org

EXHIBIT A
INITIAL STATEMENT OF WORK

1. Fees/Amounts to be Paid to BTS.
 - a. Equipment Purchase: Township shall reimburse \$150,000 for BTS's purchase of Equipment to be installed at the three station locations listed in 3(a) below ("**Stations**") utilizing the Grant within ninety (90) days of receipt by the Township of an invoice from BTS.
2. Equipment. BTS shall procure the following Equipment to be utilized across the three (3) Stations with a total aggregate of:
 - a. Forty-five (45) docking points
 - b. Twenty-two (22) electric bicycles
3. Services:
 - a. Installation of Equipment.
 - i. BTS shall install the Equipment at the following Station locations at no additional cost to the Township:
 1. Pencoyd Landing (Penn Group)
 2. One Bala Plaza Office Complex (FLD Group)
 3. One Belmont Avenue Office Building (Keystone Property Group)
 - ii. BTS shall work with Township to identify additional locations that meet the required specifications for installation of bicycle sharing equipment and that generally align with the goals of this initiative.
 - b. Maintenance and Service Levels. BTS shall maintain the Stations and bicycles. BTS shall maintain the following Service Levels:
 - i. Maintain 98% uptime of bicycle sharing stations during operating hours (Monday-Sunday 7am-9pm)
 - ii. Maintain a daily mean of 22 bicycles within Township
 - iii. Conduct bicycle maintenance on every bicycle in accordance with BTS's bicycle maintenance SOP
 - iv. Conduct station maintenance on every station in accordance with BTS's station maintenance SOP
 - c. Reporting. BTS shall provide Township with quarterly and year-end written reports detailing system performance within the Township.

- d. Marketing and Customer Service. BTS shall provide access to Indego's website and mobile application as well as customer service support through BTS's call center.

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (“MOU”) is made on this 19th day of November 2025 by and between Bicycle Transit Systems, Inc. (“BTS”) and the City of Philadelphia (“the City”). BTS and the City herein are each a “Party”, and collectively the “Parties”.

RECITALS

WHEREAS, BTS currently operates a bicycle sharing system in the City of Philadelphia pursuant to a concession agreement (“Concession Agreement”) between the Parties; and

WHEREAS, BTS desires to pilot an expansion of the system (“Pilot Program”) beyond the Program Service Area described in the Concession Agreement; and

WHEREAS, the City supports BTS’s expansion aspirations while desiring to protect its assets; and

WHEREAS, the Parties intend to cooperate to maintain adequate service and System inventory in the City;

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the Parties understand as follows:

1. Incorporation of Recitals. The Recitals set forth above are hereby incorporated by reference.
2. Definitions. The terms “Bicycle,” “Equipment,” “Event of Default,” “City Manager,” “Program Service Area,” “Service Level Agreement,” “Station,” and “System” shall have the meanings set forth in the Concession Agreement.
3. Term and Termination. This MOU shall be effective as of the Effective Date. The Parties may mutually terminate this MOU at any time. The City may, at its sole discretion, elect to terminate this MOU at any time if it is not satisfied with BTS’s best efforts in the duties described herein. Notice of termination shall be in writing and by the method prescribed in the Concession Agreement for notices.
4. Scope. BTS shall conduct the Pilot Program by placing and operating Equipment in the areas and by the methods of operation generally described in Exhibit A, which is attached to this MOU and incorporated here by reference as if set forth more fully at length.
5. Consent to Use of Equipment. City-owned Equipment may be used for the Pilot

Program, conditioned upon full compliance with the Service Level Agreements in the Concession Agreement. The City reserves the right to act upon any Event of Default under the Concession Agreement.

6. Pilot Program Equipment. Equipment deployed for the Pilot Program may enter and be used within the Program Service Area. The Parties understand that any Pilot Program Equipment entering the Program Service Area becomes part of the System for the duration of its use within the Program Service Area, and therefore subject to the terms of the Concession Agreement, including but not limited to BTS's obligations for insurance and indemnification.
7. Use of Indego Mark. During the Term of this MOU BTS may use the Indego trademarks (the "Mark") for the Pilot Program, provided however that if the City determines, at its sole discretion, that BTS is using the Mark contrary to the City's intent, or contrary to law, the City may demand that BTS cease use of the Mark outside of the Program Service Area. Notice of rescission of consent shall be in writing by the terms prescribed in the Notices section of the Concession Agreement. BTS shall be afforded a reasonable amount of time to cure the defect in use after such notice of rescission.
8. Performance Generally. Nothing in this MOU shall excuse performance required by the Concession Agreement. BTS shall ensure that the System continues to be fully operational and in compliance with the Concession Agreement, including but not limited to the service level commitments contained in Exhibit 7.
9. Reporting.
 - a. For the duration of the Pilot Program BTS shall report monthly on the total number of trips either from the Pilot Program to the Program Service Area, or from the Program Service Area to the Pilot Program. Such reporting shall include the number of Bicycles operating within the Program Service Area at the time of the report, and the number of Bicycles originating in the System that are active in the Pilot Program.
 - b. BTS shall report weekly on any System equipment lost, stolen, or mislaid in the Pilot Program. Any Equipment lost, stolen, or mislaid in the Pilot Program shall be immediately replace in-kind.
10. Pilot Program Expansion. Any expansion of the Pilot Program over five (5) Stations or fifty (50) Bicycles shall require the written consent of the City, which may also require a new agreement or amendment to the Concession Agreement.
11. End of Pilot Program. If the Pilot Program terminates prior to its planned conclusion, BTS shall ensure that the System within the Program Service Area remains fully operational under the terms of the Concession Agreement, and shall remove from the Program Service Area any Equipment procured for the Pilot Program, unless the City expressly authorizes in writing its continuation within the System. BTS shall confirm

the removal of Pilot Program Equipment from the System in writing to the City's Program Manager.

12. Miscellaneous Provisions

- a. No third party is an intended beneficiary of this MOU.
- b. Nothing in this MOU shall limit or waive any rights, defenses, and/or immunities available to the City or the Authority.
- c. The waiver by either Party of any breach of any covenant, obligation, or condition of this MOU shall not be deemed to be a waiver of any subsequent breach of any covenant, obligation, or condition.
- d. All matters and claims arising out of, related to, or in connection with this MOU or the relationship between the Parties shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without giving effect to the principles of conflicts of laws of said state, and enforced only in the state and federal courts located in Philadelphia, Pennsylvania.
- e. The Parties expressly disclaim any intention to create a joint venture or partnership by this MOU.
- f. This MOU shall be the final expression of the understanding between the Parties. The Parties shall amend this MOU only by a writing signed by the Parties. If any portion of this MOU is deemed invalid, the remainder of this MOU shall remain valid and enforceable as permitted by law.

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To: Office of Transportation and Infrastructure Systems, City of Philadelphia
From: Nate Bowman- Johnston, Bicycle Transit Systems
Re: Recommendation for Indego Lower Merion expansion
Date: August 27th, 2025

The following memo outlines Bicycle Transit System's (BTS) recommendation for a pilot project to expand Indego into Lower Merion Township.

Station Locations

BTS recommends a minimum network of 3 bike share stations that includes 45 docking points and 22 electric bicycles. BTS is providing estimated costs because this recommendation is preliminary and subject to continued discussions with Lower Merion Township and the relevant stakeholders where the stations will be located.

The station locations are summarized as follows:

1. **Lower Merion Side of Pencoyd Bridge (Penn Realty)**
2. **One Bala Plaza Office Complex (One Bala Plaza)**
3. **Hatchers Lane Entrance of St. Joes University (St. Joes University)**

Financials

The system size described above includes:

- 3 stations
- 45 docking points
- 22 electric bicycles

Costs for such a system are:

- \$150,000 for capital purchases
- \$36,000 per year (\$12,000 per year per station) for maintenance and operations, which includes station maintenance, bike maintenance, customer service, marketing, general management and full indemnification, liability and property insurance. We recommend evaluating costs after one year and discussing adjustments as needed.

We look forward to continuing the discussion about all of the above and working together to make this vision a reality. Thank you very much for the opportunity to explore this exciting project.