

PERKASIE BOROUGH COUNCIL

Agenda for Council Committee Meeting of Monday, February 6, 2023

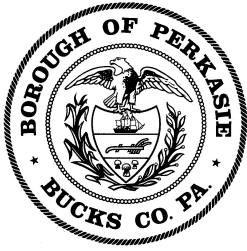
1. Meeting Convenes at 7:00PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. President’s Remarks
6. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Greg Martin, Dave Weaver, Dave Worthington
 - A. Consider Approval of Additional Funds for Borough Hall Roof Replacement
 - B. Consider Road Plan for 2023
 - C. Consider Plumbing Repair for Police Station
 - D. Other Business
7. Public Utility Committee Meeting, Councilors: Jim Purcell (Chair), Randy Faulkner, Greg Martin, Steve Rose, Dave Weaver
 - A. Perkasio Wholesale Power Cost Monthly Report
 - B. Other Business
8. Planning and Zoning Committee Meeting, Councilors: Councilors: Dave Weaver (Chair), Chuck Brooks, Jim Purcell, Steve Rose, Dave Worthington
 - A. Consider Authorization for Solicitor to Advertise Public Hearing for Abandoned Vehicle Ordinance
 - B. Consider Resolution #2023-6 – PWTA Recertification
 - C. Other Business
9. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Jim Purcell
 - A. Consider Event Application – Apple TV
 - B. Consider Event Application – Penridge Little League
 - C. Consider Pavilion Reservation Request & Event Application – National MS Society
 - D. Consider Pavilion Reservation Request – North Penn School District
 - E. Consider Pavilion Reservation Request – Graduation Party
 - F. Consider Pavilion Reservation Request – Perkasio Garden Club
 - G. Consider Pavilion Reservation & Event Application Request – IV Soap Box Assoc.
 - H. Consider Pavilion Reservation Request – Bucks County Free Library
 - I. Other Business
10. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Scott Bomboy, Randy Faulkner, Jim Ryder
 - A. Other Business
11. Finance Committee Meeting, Councilors: Randy Faulkner (Chair), Scott Bomboy, Jim Purcell, Jim Ryder, Dave Weaver
 - A. Other Business
12. Economic Development Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Steve Rose, Randy Faulkner
 - A. Other Business

13. Public Safety Committee Meeting, Councilors: Jim Purcell (Chair), Scott Bomboy, Mayor Jeff Hollenbach, Greg Martin, Jim Ryder
 - A. Consider Resolution #2023-5 – Warranty Extension for License Plate Reader
 - B. Consider Approval of Fire Police Assistance at Events
 - C. Other Business
14. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Randy Faulkner, Greg Martin, Jim Purcell
 - A. Other Business
15. Report from Youth Councilor
16. Other Business
17. Public Forum
18. Press Forum
19. Executive Session
20. Adjournment

Next Meeting: Monday, February 20, 2023 – 7:00 PM

Perkasie Borough Council agendas are available via e-mail in advance of the meetings. Please send any agenda requests to: admin@perkasieborough.org. The agendas are also available on our website at www.perkasieborough.org.

As of the October 3, 2022 meeting, Perkasie Borough Council meeting packets are now available on our website at www.perkasieborough.org.



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 30, 2023

TO: Andrea Coaxum, Borough Manager
Council Members
Mayor Hollenbach
Rebecca Deemer, Finance Director

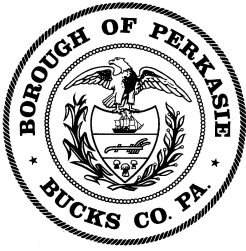
FROM: Jeffrey Tulone, Public Works Director

Jeffrey Tulone

RE: Additional Funds for Roof Replacement

At this time, I would like to request that Council approve an additional \$6,700.00 to replace the roof on the portion of Borough Hall that encompasses the old bank building.

The original amount allotted for this project in the 2023 budget was \$76,200.00, per the quote I received from Sensenig Co. on September 6, 2022. The updated quote that I received from them on January 30, 2023 is now \$82,900.00, due to the constant fluctuation in material costs. Sensenig Co. has done work for the Borough before and is a COSTARS vendor. They have also provided the Borough a roofing schedule for the other roof work in the Borough.



BOROUGH OF PERKASIO

MEMORANDUM

DATE: February 6, 2023

TO: Andrea Coaxum, Borough Manager
Council Members
Mayor Hollenbach
Rebecca Deemer, Finance Director

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Road Plan for 2023

After recent discussions with the Borough Manager and Engineer concerning possible roads for inclusion in this year's Road Plan, we would like to present the following:

Our budget for 2023 is as follows:

Liquid Fuels Fund 2023	\$244,108.00
Capital Fund Road Program	\$200,000.00
Dedicated Road Tax	\$278,470.00
Total Funds Available	\$722,578.00

Based on the Engineer's Opinion of Probable Cost [EOPC], the following roads are being put forth for consideration by Council:

Base Bid

- **Union Street – Entire Road**, a condition 3.5 road with a road volume of a 1.
Cost **\$86,284.10**
- **Highland Drive – Entire Road**, a condition 4.5 road with a road with a road volume of a 2.
Cost **\$227,682.00**
- **8th Street from Chestnut Street to Market Street**, a condition 3.5 road with a volume of 5.
Cost **\$39,910.50**
- **Buttonwood Street from 7th Street to 5th Street**, a condition 3.5 road with a road volume of 2.
Cost **\$97,152.30**

- **Arthur Avenue – Entire Road**, a condition 3.5 road with a road volume of 3.
Cost \$72,324.00
- **Elm Avenue from 5th Street to 6th Street**, a condition 3.5 with a road volume of 1.
Cost \$23,086.35
- **Meadow Lane entire road within Borough**, a condition 3.5 with a road volume of a 2.
Cost \$37,551.15
- **Pine Street from 8th Street to 9th Street**, a condition 3.5 with a volume of a 3.
Cost \$22,116.15
- **S. 8th Street from Pine Street to Park Avenue**, a condition 3.5 with a volume of a 1.
Cost \$25,600.05
- **Cedar Avenue from 4th Street to 5th Street**, a condition 3 with a volume of a 1.
Cost \$15,884.00
- **Market Street Alley – Entire Road**, a condition 5 with a volume of 3.
Cost \$69,372.12

Total Projected Cost – \$716,962.72

We are recommending that Council approve the 2023 Road Plan as presented and approve the releasing of the bid documents as to ensure best pricing for the project.

Admin

From: rschurr perkasiempd.org <rschurr@perkasiempd.org>
Sent: Friday, January 20, 2023 11:22 AM
To: Andrea Coaxum; Jeff Hollenbach; Admin
Subject: February 6th Council Meeting Agenda
Attachments: LPR Warranty.pdf; Perkasio Police Department Proposal - Toilets.pdf

Andrea,

I have attached two items for consideration at the February 6th Council meeting.

1. LPR Warranty- It appears for the first three years our license plat reader was covered under a warranty which was at no cost to the Borough as part of the original grant program. This year we would need to pay for the warranty for a cost of \$1,720.00. I did not budget for this as I was not part of the original grant program when it was received and received the paperwork in December. It looks like the fourth year which we will be starting February 20th is the last year that we can actually obtain warranty coverage. I am requesting permission to purchase the warranty and signed the warranty agreement. The camera alone on the LPR costs \$10,00.00 to replace should something happen to it.
2. Also attached is a proposal to replace the cell block toilets which apparently have been leaking for a number of years causing the concrete in the cell block to crumble and chip. It also creates a sewer smell in the cell block. The expense of the new replacements toilets is due to the fact that they are specialized since they are a toilet and water fountain combination and are also stainless steel. This expense can be paid out of our Live Scan fund and will not require the expenditure of tax payer dollars. I am looking for permission to move forward with our plumber to have the toilets replaced. I did not get three quotes as I believe that this is a specialty item.

Thank you,

Bob

Robert A. Schurr, M.S.
Chief of Police
Perkasie Borough Police Department
311 S 9th St, Perkasie PA 18944
215-257-6876



PROPOSAL
A.J. DEMBROSKY COMPANY INC.
PLUMBING-HEATING-CONTRACTING
1010 Route 113, Perkasie, PA 18944
PHONE (215)257-1144 – FAX (215)257-7799
PA REG. #PA046722

Proposal Submitted To CHIEF SHURR	Phone	Date
PERKASIE POLICE DEPARTMENT	215-257-6876	NOVEMBER 28, 2022
Street	Job Name	
311 SOUTH 9TH STREET		
City State & Zip Code	Job Location	
PERKASIE, PA 18944		

We hereby submit specifications and estimates for:

FURNISH & INSTALL MATERIAL & LABOR FOR TWO ACORN 18" STAINLESS STEEL LAVATORY-TOILET COMBINATION WITH FRONT ACCESS PANELS, (SEE ATTACHED SEPCIFICATIONS):

We propose hereby to furnish material and labor – in accordance with above specifications, for the sum of:
TWENTY THOUSAND FIVE HUNDRED ----- \$20,500.00

Payment to be made as follows:

UPON COMPLETION

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Authorized Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

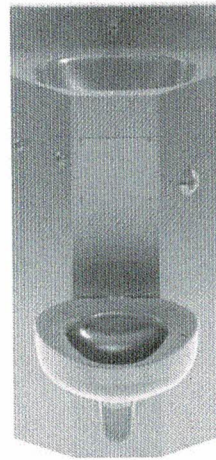
Signature

PLEASE SIGN AND RETURN ONE COPY

Date of Acceptance:

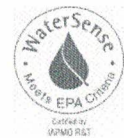


Penal-Ware® 1418FA Series
18" Lav-Toilet Comby with Lavatory Oval Bowl - Front Access



1418FA-CT-2-BP-04

Fixture May Show Some Available Options



Please visit www.acorneng.com for most current specifications.

18" Lav-Toilet Comby with Lavatory Oval Bowl - Front Access

Fixture is arranged to be installed on finished wall through Access Panels. Panels are located on front and side of Cabinet and are secured with tamper-resistant Screws. Front Access fixtures are available as On-Floor models only. Back of fixture is provided with six mounting points as well as supply and waste connections. Fixture is fabricated from 14 gage, type 304 stainless steel Cabinet and Toilet Bowl polished to a satin finish. The inside of the Toilet Bowl also has a satin finish. Optional Wall Sleeve is recommended to provide greater access to make up plumbing connections.

Lavatory Oval Bowl is 14-3/4" x 9-1/2" x 5" deep. Standard P-Trap waste outlet is 1-1/2" O.D. plain end.

Toilet is blowout jet type with elongated bowl manufactured to ASME A112.19.3 and CSA B45.4 requirements and will flush with a minimum of 25 PSI flow pressure when used in conjunction with a minimum of 1.28 GPF. Trap has a minimum 3-1/2" seal and will pass a 2-1/8" ball. Toilet waste outlet is Gasketed Waste.

Optional Valve may be an Air-Control pneumatically operated, Pushbutton Valve using atmospheric air. Pushbutton is vandal-resistant and requires less than 5 pounds of force to activate Valve. Valve is direct acting, non-metering type and is optionally available as metering with non-hold open feature. Metering Valve timing is adjustable from 5 to 60 seconds. Valve includes a 0.5 GPM Flow Control. Valve and Bubbler conform with lead free requirements for NSF61, Section 9 and CHSC 116875.

Regularly Furnished items include a Hydraulic Flush Valve, a fast drain, a removable P-Trap, an integral self-draining Soap Dish, and mounting hardware. Wall Anchors by others.

GUIDE SPECIFICATION

Provide and install Acorn Penal-Ware 18" wide Lav-Toilet Comby - Front Access (specify model number and options), arranged to be installed on finished wall through Access Panels. Fixture shall have factory installed Air-Control Lavatory Valve and a Hydraulic Flush Valve. Provide Air-Control pneumatically operated Pushbutton Valve. Valve and bubbler conform with lead free requirements for NSF61, Section 9 and CHSC 116875. Fixture shall be fabricated from type 304 stainless steel. Construction shall be seamless welded and exposed surfaces shall have a satin finish. Access Panels shall be secured with tamper-resistant Screws. Countertop shall have an air-circulating, self-draining Soap Dish. Toilet shall be concealed blowout jet type with an elongated Bowl, a self-draining Flushing Rim, and an integral contoured Seat. Toilet shall meet ASME A112.19.3 and CSA B45.4 requirements and will flush with a minimum of 25 PSI flow pressure when used in conjunction with a minimum of 1.28 GPF. Toilet Trap shall have a minimum 3-1/2" Seal that shall pass a 2-1/8" diameter ball and be fully enclosed. Cabinet interior is sound-deadened with fire-resistant material. Fixture shall withstand loadings of 5,000 pounds without permanent damage. Fixture shall be furnished with necessary fasteners for proper installation.

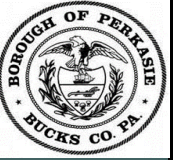
Borough of Perkasio

Calendar Year 2022

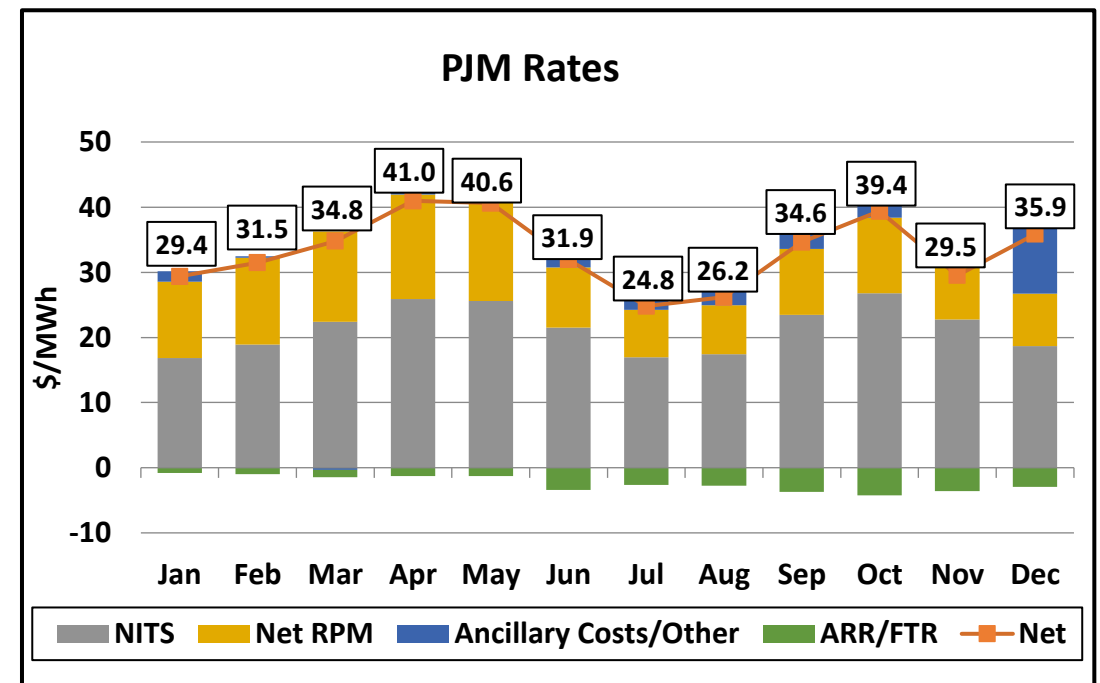
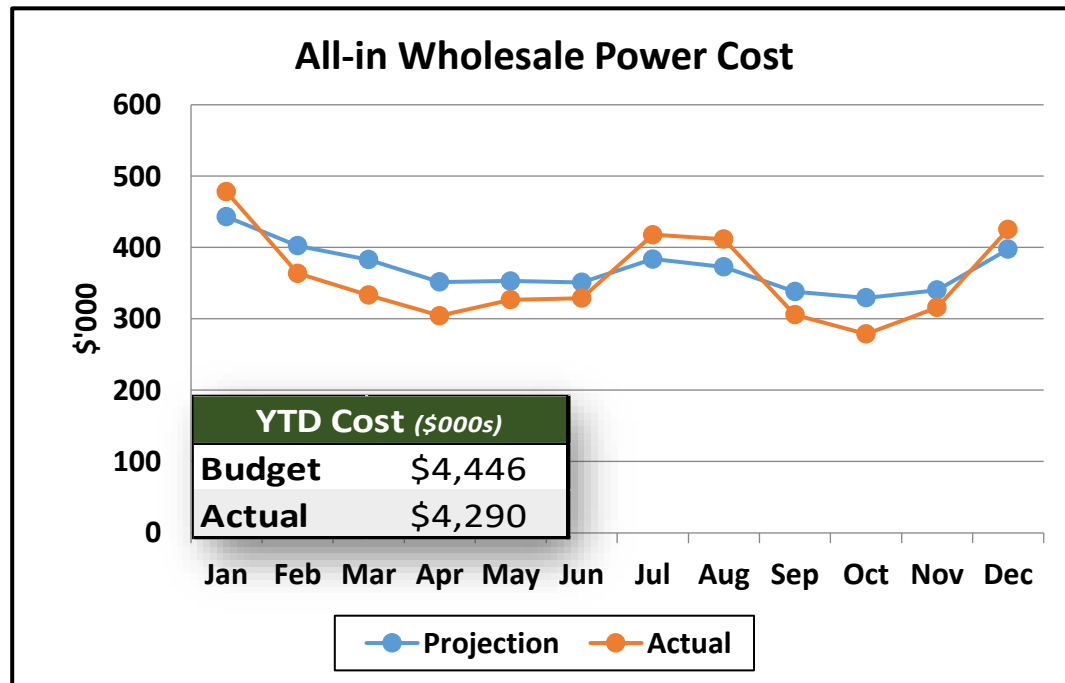
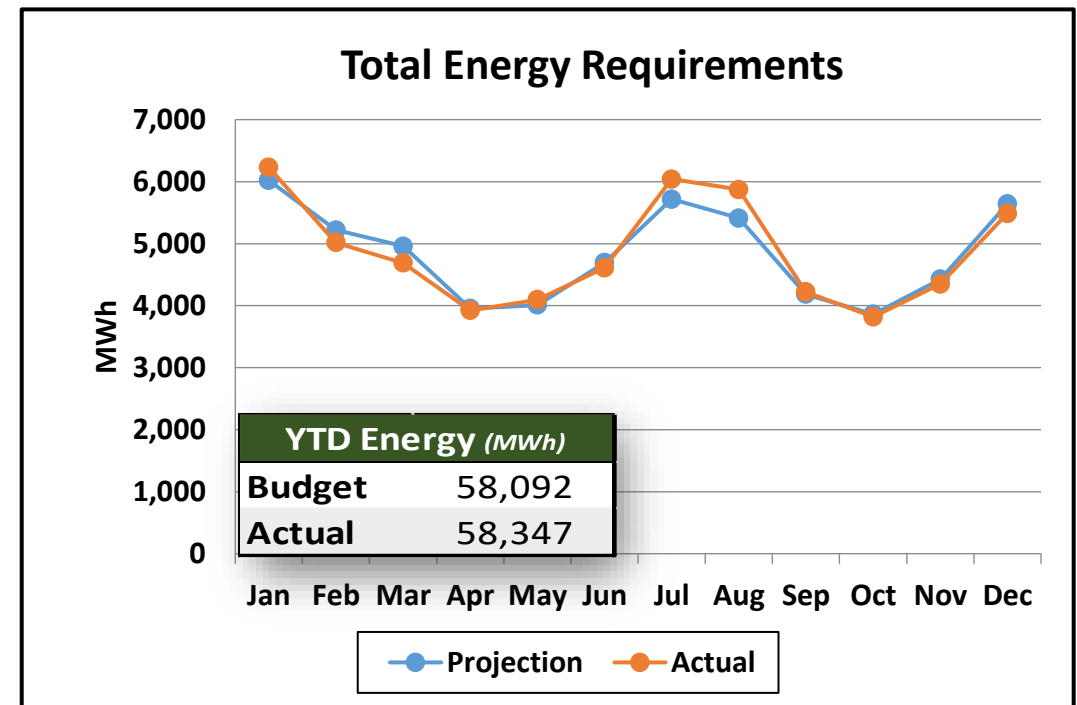
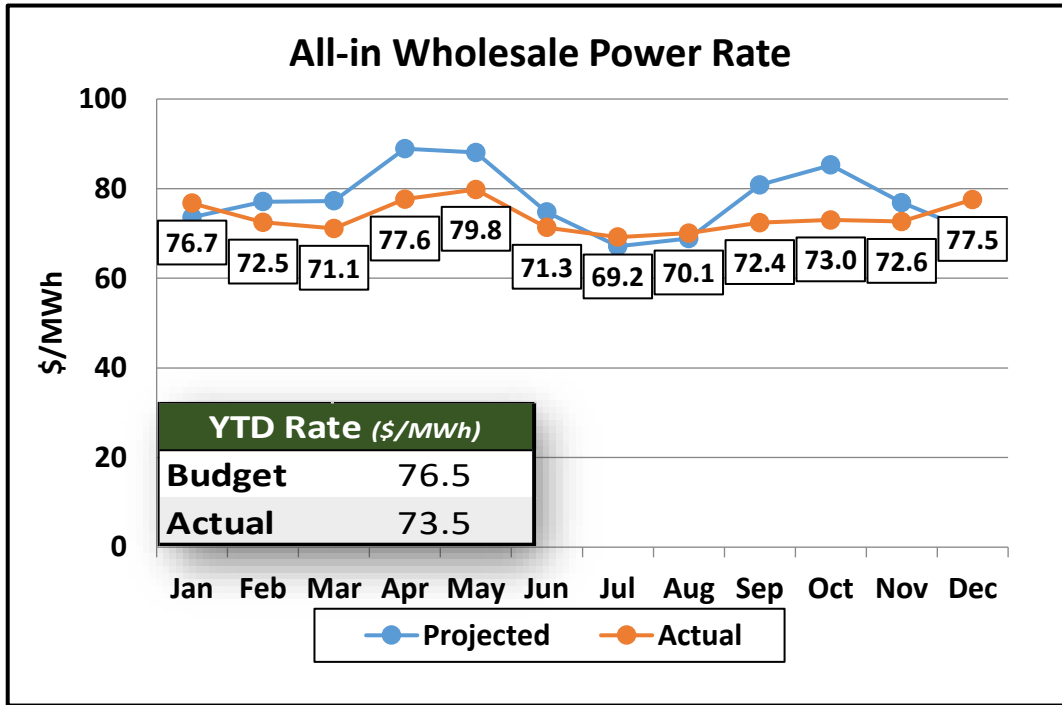


Wholesale Power Cost Summary

December 2022



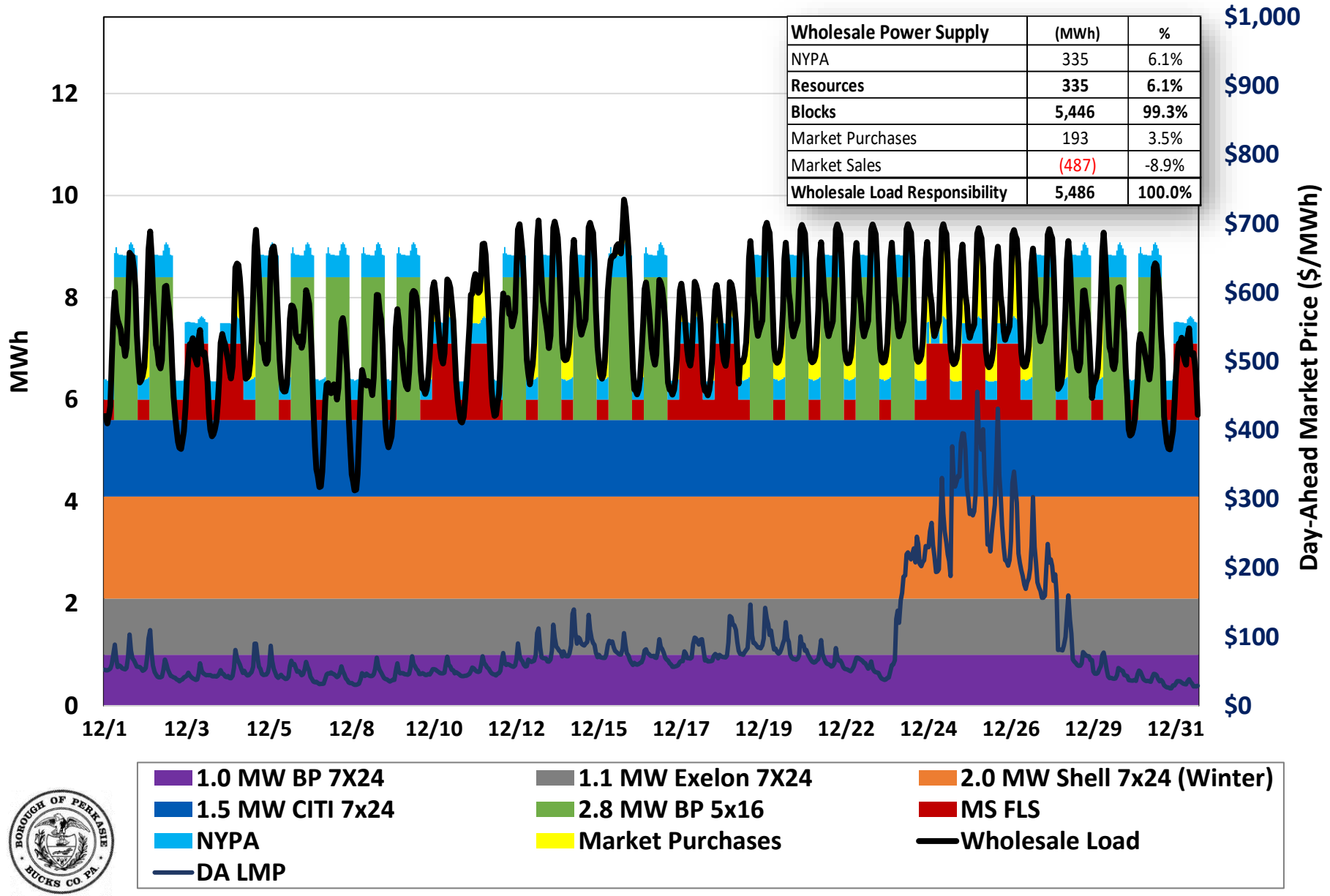
2022 Year to Date Wholesale Power Summary



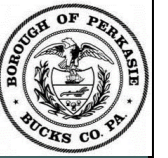
1/ Excludes PJM Market Interaction Costs

2/ Net RPM is capacity load costs less capacity generation credits

Hourly Perkasio Load Wholesale Power Supply



Borough of Perkasio



2022 Year to Date Summary

All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-22	\$24.32	\$10.98	\$41.67	\$42.84	\$42.28	\$110.46	\$31.00	\$38.95	\$41.65	\$45.20	\$30.53	\$29.36	\$1.43	\$2.18	\$73.61	\$76.74	3.13
Feb-22	\$26.39	\$17.65	\$40.85	\$39.69	\$36.16	\$72.59	\$33.11	\$40.25	\$40.49	\$39.61	\$35.12	\$31.48	\$1.45	\$1.40	\$77.06	\$72.49	(4.57)
Mar-22	\$24.97	\$31.52	\$38.78	\$37.81	\$31.06	\$61.99	\$22.91	\$34.79	\$38.84	\$38.60	\$36.96	\$34.79	\$1.46	(2)	\$77.25	\$71.11	(6.14)
Apr-22	\$25.62	\$21.24	\$40.93	\$38.51	\$22.79	\$66.18	\$24.93	\$58.20	\$41.22	\$35.17	\$46.20	\$40.97	\$1.50	\$1.49	\$88.92	\$77.63	(11.29)
May-22	\$24.51	\$36.07	\$40.92	\$35.64	\$27.11	\$99.58	\$23.65	\$67.60	\$41.00	\$35.88	\$45.57	\$40.61	\$1.50	\$3.32	\$88.07	\$79.80	(8.27)
Jun-22	\$26.62	\$33.09	\$39.45	\$33.43	\$30.31	\$121.64	\$19.40	\$57.01	\$38.66	\$37.84	\$34.63	\$31.93	\$1.47	\$1.57	\$74.75	\$71.34	(3.42)
Jul-22	\$25.70	\$56.19	\$36.83	\$32.58	\$37.68	\$124.12	\$21.78	\$54.73	\$37.17	\$43.03	\$28.54	\$24.81	\$1.44	\$1.34	\$67.14	\$69.17	2.03
Aug-22	\$26.35	\$40.01	\$37.46	\$29.30	\$34.05	\$119.35	\$20.17	\$67.37	\$37.32	\$42.67	\$30.11	\$26.16	\$1.45	\$1.21	\$68.88	\$70.05	1.18
Sep-22	\$25.39	\$40.62	\$39.69	\$34.46	\$34.27	\$105.15	\$21.12	\$51.71	\$40.54	\$37.46	\$38.79	\$34.63	\$1.49	\$2.29	\$80.82	\$72.38	(8.44)
Oct-22	\$23.86	\$26.74	\$41.10	\$37.86	\$25.17	\$50.78	\$23.28	\$54.10	\$41.81	\$35.14	\$41.97	\$39.37	\$1.51	(2)	\$85.28	\$72.98	(12.30)
Nov-22	\$25.48	\$30.68	\$39.44	\$40.15	\$28.84	\$68.38	\$27.70	\$35.87	\$38.70	\$41.57	\$36.68	\$29.50	\$1.48	\$1.57	\$76.86	\$72.64	(4.22)
Dec-22	\$23.92	\$38.92	\$40.68	\$38.69	\$29.04	\$123.36	\$28.37	\$57.17	\$40.12	\$40.14	\$28.92	\$35.86	\$1.44	\$1.55	\$70.48	\$77.54	7.06
YTD	\$25.22	\$31.91	\$39.80	\$36.85	\$33.14	\$105.64	\$24.92	\$49.88	\$39.70	\$39.83	\$35.36	\$32.62	\$0.02	\$1.07	\$76.53	\$73.52	(\$3.00)

1/ Resource, Purchased Blocks and Market Purchase/Sales include applicable Congestion and Losses costs. Each of these categories are weighted by their applicable energy amounts.

2/ Includes NITS Charge, Net RPM Cost, Ancillary Services Cost and ARR/FTRs Credits, Other Transmission Charges, Admin Fees and Load Reconciliation

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasio

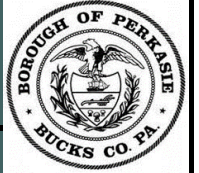


2022 Year to Date Summary

Energy Supply Summary (MWh)

	NYPA			Market Purchases		Market Sales	
	Projected (MWh)	Actual (MWh)	Capacity Factor ¹ (%)	Projected (MWh)	Actual (MWh)	Projected (MWh)	Actual (MWh)
Jan-22	277	355	85%	292	364	(423)	(360)
Feb-22	250	317	84%	253	209	(374)	(599)
Mar-22	277	364	88%	193	164	(353)	(672)
Apr-22	268	322	80%	85	79	(425)	(494)
May-22	276	328	79%	148	255	(400)	(485)
Jun-22	246	297	74%	436	332	(345)	(380)
Jul-22	254	302	73%	448	658	(293)	(216)
Aug-22	249	288	69%	573	896	(231)	(145)
Sep-22	246	269	67%	269	262	(459)	(438)
Oct-22	277	311	75%	86	115	(498)	(517)
Nov-22	267	307	76%	230	260	(246)	(405)
Dec-22	277	335	80%	295	193	(401)	(487)
YTD	3,163	3,794	77%	3,308	3,789	(4,448)	(5,198)

1/ The Capacity Factor is based on the actual generation.



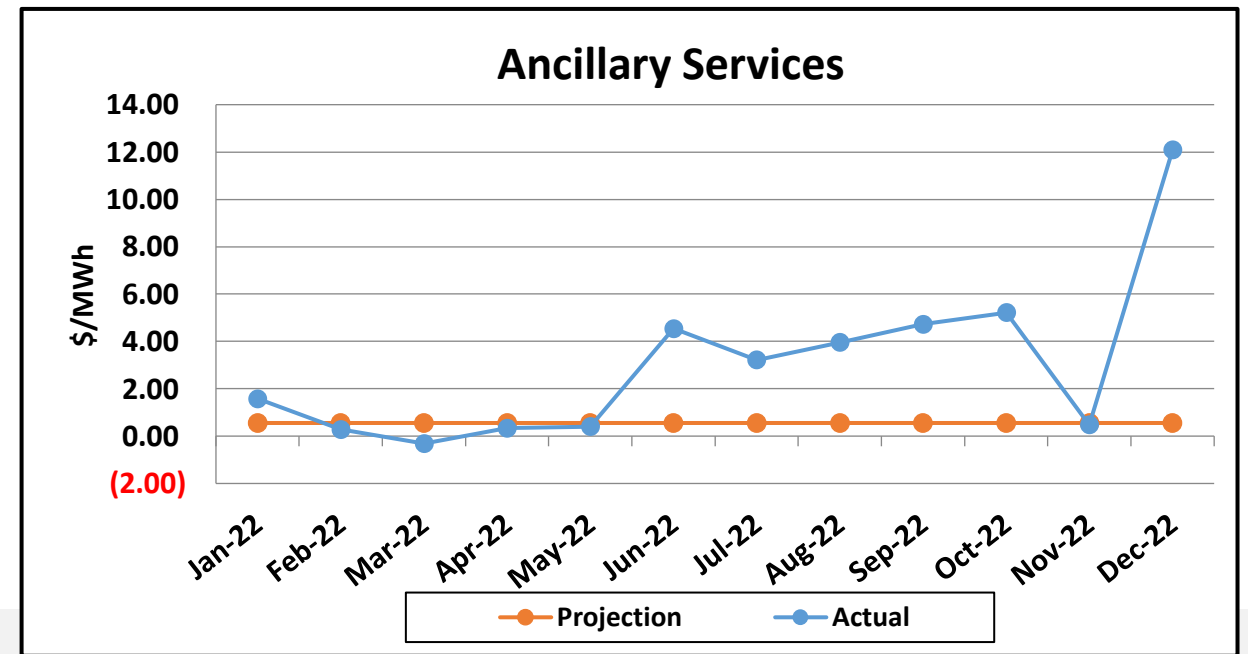
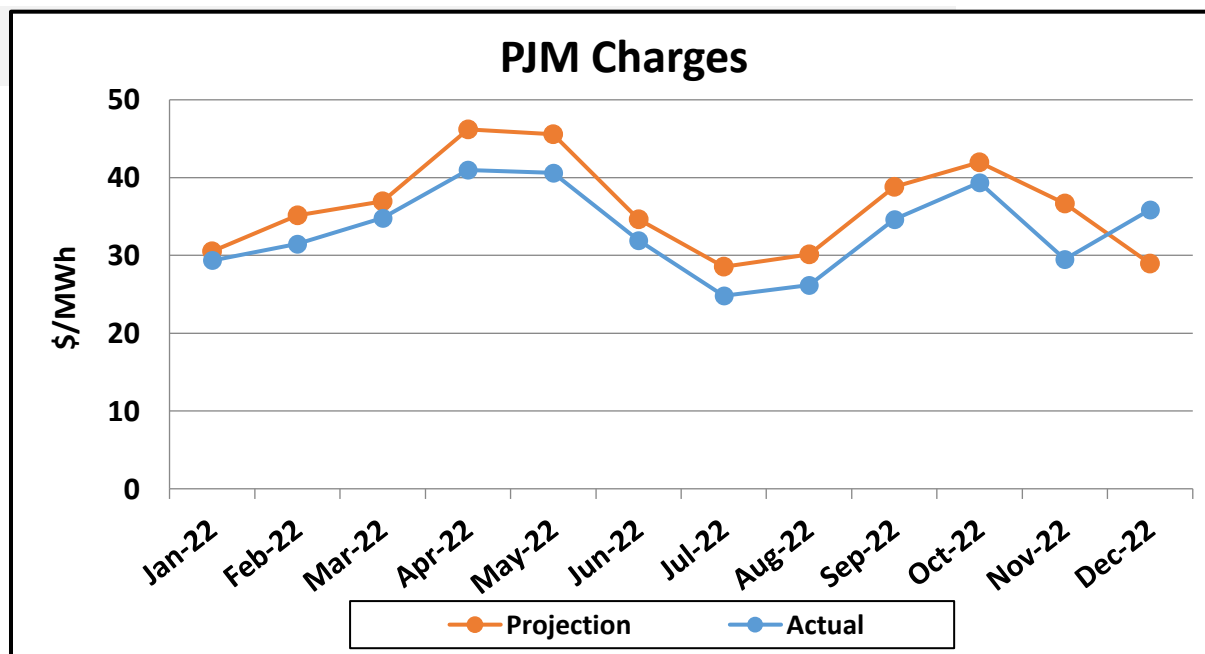
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected (\$000)	Actual (\$000)	Projected (\$000)	Actual (\$000)	Projected (\$000)	Actual (\$000)	Projected (\$000)	Actual (\$000)	Projected (\$000)	Actual (\$000)	Projected (\$000)	Actual (\$/MWh)	(\$/MWh)
Jan-22	117	105	64	73	-	(5)	3	10	184	183	\$30.53	\$29.36	(\$1.17)
Feb-22	117	95	64	67	-	(5)	3	1	183	158	\$35.12	\$31.48	(\$3.64)
Mar-22	117	105	64	65	-	(5)	3	(1)	183	163	\$36.96	\$34.79	(\$2.17)
Apr-22	117	102	64	63	-	(5)	2	1	183	161	\$46.20	\$40.97	(\$5.23)
May-22	117	105	64	65	-	(5)	2	2	183	166	\$45.57	\$40.61	(\$4.96)
Jun-22	117	99	43	43	-	(16)	3	21	163	147	\$34.63	\$31.93	(\$2.70)
Jul-22	117	102	43	44	-	(16)	3	19	163	150	\$28.54	\$24.81	(\$3.73)
Aug-22	117	102	43	44	-	(16)	3	23	163	154	\$30.11	\$26.16	(\$3.94)
Sep-22	117	99	43	43	-	(16)	2	20	162	146	\$38.79	\$34.63	(\$4.16)
Oct-22	117	102	43	44	-	(16)	2	20	162	150	\$41.97	\$39.37	(\$2.61)
Nov-22	117	99	43	43	-	(16)	2	2	162	128	\$36.68	\$29.50	(\$7.18)
Dec-22	117	102	43	44	-	(16)	3	66	163	197	\$28.92	\$35.86	\$6.93
YTD	1,400	1,218	622	638	0	(137)	32	185	2,054	1,903	35.36	32.62	(2.74)

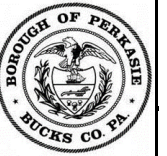
1/ Net RPM is the RPM Cost less the Generator's RPM Credits.

2/ Ancillary services/Other also includes: Admin fees, Load Reconciliation and Other Transmission Charges

3/ The Rate is based on Total Sales



Borough of Perkasio



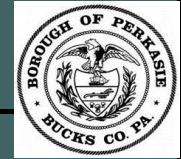
December 2022

	Projected			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
1. AMP	5,638	\$42	\$237,105	5,486	\$42	\$232,774	(151.87)	\$0.37	(\$4,331)
(a) NYPA	277	\$23.92	\$6,618	335	\$32.13	\$10,750	57.93	\$8.21	\$4,132
(b) PA Peaking Project	0	\$0.00	\$0	14.1	\$200.01	\$2,820	14.10	\$200.01	\$2,820
(c) Purchased Blocks	5,467	\$40.68	\$222,390	5,446	\$38.69	\$210,710	(20.80)	(\$1.99)	(\$11,680)
(d) Miscellaneous Costs ²	5,638	\$1.44	\$8,097	5,486	\$1.55	\$8,494	(151.87)	\$0.11	\$397
2. PJM	5,638	\$28.43	\$160,278	5,486	\$35.11	\$192,646	(151.87)	\$6.69	\$32,367
(a) Market Purchases	295	\$29.04	\$8,573	193	\$123.36	\$23,782	(102.42)	\$94.32	\$15,209
(b) Market Sales	(401)	\$28.37	(\$11,372)	(487)	\$57.17	(\$27,866)	(86.58)	\$28.80	(\$16,494)
(c) Charges/(Credits) ³	5,638	\$28.92	\$163,077	5,486	\$35.86	\$196,730	(151.87)	\$6.93	\$33,652
3. Total Wholesale Power Costs⁴:	5,638	\$70.48	\$397,383	5,486	\$77.54	\$425,419	(152)	\$7.06	\$28,036

December 2015

1/ Resource, Purchased Blocks and Market Purchase/Sales includes Congestion and Losses costs.
 2/ Miscellaneous Costs incl. AMP Service Fees
 3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource
 4/ Based on Total Sales

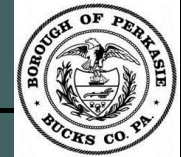
Borough of Perkasio



December 2022

	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
AMP										
Resources										
1.	NYPA									
2.	Fixed Charge	0.6	\$6.65	\$3,717	0.6	\$4.06	\$2,267	0	(2.59)	(\$1,450)
3.	Energy Charge	277	\$12.30	\$3,403	335	\$20.53	\$6,867	58	8.23	\$3,465
4.	Other Adjustments		\$0	\$0		\$0	\$0	0	0.00	\$0
5.	Congestion & Losses	277	(\$1.82)	(\$502)	335	\$4.83	\$1,616	58	6.64	\$2,118
6.	All in Cost	277	\$23.92	\$6,618	335	\$32.13	\$10,750	58	8.21	\$4,132
7.	PA Peaking Project									
8.	Fixed Charge	0.0	\$0.00	\$0	5.3	\$0.00	\$0	5	0.00	\$0
9.	Energy Charge	0	\$0.00	\$0	14.1	\$200.01	\$2,820	14	200.01	\$2,820
10.	Congestion & Losses	0	\$0.00	\$0	14.1	\$0.00	\$0	14	0.00	\$0
11.	All in Cost	0	\$0.00	\$0	14.1	\$200.01	\$2,820	14	200.01	\$2,820
12.	Total - Resources	277	\$23.92	\$6,618	349	\$38.92	\$13,570	72	15.00	\$6,952
Purchased Blocks										
13.	Shell 2.0 MW 7x24 (PPL) Winter									
14.	Energy Charge	1,488	\$40.50	\$60,264	1,488	\$40.50	\$60,264	0	0.00	\$0
15.	Congestion & Losses	1,488	\$0.00	(\$773)	1,488	(\$2.59)	(\$3,853)	0	(2.59)	(\$3,080)
16.	All in Cost	1,488	\$39.98	\$59,491	1,488	\$37.91	\$56,411	0	(2.07)	(\$3,080)
17.	BP 1.0 MW 7x24 (PPL)									
18.	Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
19.	Congestion & Losses	744	(\$0.52)	(\$386)	744	(\$2.59)	(\$1,926)	0	(2.07)	(\$1,540)
20.	All in Cost	744	\$34.19	\$25,438	744	\$32.12	\$23,898	0	(2.07)	(\$1,540)
21.	Exelon 1.1 MW 7x24 (PPL)									
22.	Energy Charge	818	\$71.50	\$58,516	818	\$71.50	\$58,516	0	0.00	\$0
23.	Congestion & Losses	818	(\$0.52)	(\$425)	818	(\$2.59)	(\$2,119)	0	(2.07)	(\$1,694)
24.	All in Cost	818	\$70.98	\$58,090	818	\$68.91	\$56,396	0	(2.07)	(\$1,694)
25.	BP 2.8 MW 5x16 (PPL)									
26.	Energy Charge	986	\$40.91	\$40,321	941	\$40.91	\$38,488	(45)	0.00	(\$1,833)
27.	Congestion & Losses	986	(\$0.45)	(\$448)	941	(\$4.39)	(\$4,127)	(45)	(3.93)	(\$3,679)
28.	All in Cost	986	\$40.46	\$39,873	941	\$36.52	\$34,361	(45)	(3.93)	(\$5,512)
29.	Morgan Stanley Fixed Load Shape (PPL)									
30.	Energy Charge	315	\$24.35	\$7,675	339	\$24.35	\$8,260	24	0.00	\$584
31.	Congestion & Losses	315	(\$0.59)	(\$185)	339	(\$0.85)	(\$289)	24	(0.27)	(\$104)
32.	All in Cost	315	\$23.76	\$7,491	339	\$23.50	\$7,971	24	(0.27)	\$480
33.	CITI 1.5 MW 7x24 (PPL Resid)									
34.	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
35.	Congestion & Losses	1,116	(\$0.52)	(\$580)	1,116	(\$0.82)	(\$913)	0	(0.30)	(\$334)
36.	All in Cost	1,116	\$28.68	\$32,007	1,116	\$28.38	\$31,674	0	(0.30)	(\$334)
37.	Total - Purchased Blocks	5,467	\$40.68	\$222,390	5,446	\$38.69	\$210,710	(21)	(1.99)	(\$11,680)

Borough of Perkasio



December 2022

	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
Miscellaneous Costs										
38.	AMP Fees	5,638	\$1.44	\$8,097	5,486	\$1.55	\$8,494	(152)	0.11	\$397
39.	Total - Miscellaneous Costs	5,638	\$1.44	\$8,097	5,486	\$1.55	\$8,494	(152)	0.11	\$397
40.	Total - AMP			\$237,105			\$232,774	0	0.00	(\$4,331)
PJM Charges										
41.	Market Interaction									
42.	Net Market Purchases	295	\$29.04	\$8,573	193	\$123.36	\$23,782	(102)	\$94.32	\$15,209
43.	Day-Ahead Purchases				350	\$213.76	\$74,879	350	\$213.76	\$74,879
44.	Balancing Purchases				163	\$70.07	\$11,428	163	\$70.07	\$11,428
45.	Net Market Sales	(401)	\$28.37	(\$11,372)	(487)	\$57.17	(\$27,866)	(87)	\$28.80	(\$16,494)
46.	Day-Ahead Sales				(522)	\$52.60	(\$27,471)	(522)	\$52.60	(\$27,471)
47.	Balancing Sales				(286)	\$220.19	(\$62,920)	(286)	\$220.19	(\$62,920)
48.	NITS	13	\$8.78	\$116,690	14	\$7.53	\$102,346	0	(\$1.25)	(\$14,344)
49.	Other Transmission Charges	13	\$0.00	\$0	14	\$0.84	\$11,398	0	\$0.84	\$11,398
50.	RPM Capacity									
51.	RPM Charge	15	\$2.93	\$44,898	15	\$3.00	\$46,268	0	\$0.06	\$1,370
52.	RPM Credit			(\$1,639)			(\$2,079)			(\$439)
53.	PA Peaking Project						\$0			\$0
54.	Net RPM			\$43,258			\$44,189			\$931
55.	Ancillary	5,638	\$0.55	\$3,129	5,486	\$1.72	\$9,437	(152)	\$1.17	\$6,308
56.	ARR/FTR Credits	5,638	\$0.00	\$0	5,486	(\$2.94)	(\$16,114)	(152)	(\$2.94)	(\$16,114)
57.	Administration Charges	5,638	\$0.00	\$0	5,486	\$0.44	\$2,436	(152)	\$0.44	\$2,436
58.	True-Up Load Reconciliation			\$0			\$43,037			\$43,037
59.	Total PJM Charges	5,638	\$28.43	\$160,278	5,486	\$35.11	\$192,646	(152)	\$6.69	\$32,367

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October 14, 2022

Robert A. Schurr, M.S., Chief of Police
Perkasie Borough Police Department
311 S. 9th Street
Perkasie, PA 18944

Re: Proposed Abandoned Vehicle Ordinance

Dear Chief:

Attached please find a proposed new Chapter 183 to be added to the Borough Code of Ordinances. I do want to call to your attention, however, the provisions of Chapter 182 regarding the storage of vehicles, and whether or not we need to be merging the two provisions into one Ordinance.

Please advise.

Very truly yours,

Jeffrey P. Garton

JPG:bcr
Attachment
cc: Andrea L. Coaxum, Borough Manager

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PERKASIE BOROUGH ORDINANCE NO. ____

AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING THE PERKASIE BOROUGH CODE OF ORDINANCES BY ADDING A NEW CHAPTER 183, IDENTIFIED AS ABANDONED VEHICLES.

WHEREAS, the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, authorizes the Borough Council of the Borough of Perkasio ("Borough Council") to make and adopt ordinances that are consistent with the Constitution and laws of the Commonwealth when necessary for the proper management, care and control of the Borough and the maintenance of peace, good government, health and welfare of the Borough and its citizens; and

WHEREAS, the Borough of Perkasio, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to add a new Chapter 183, Abandoned Vehicles, and regulations related thereto; and

WHEREAS, after public hearing, the Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to amend its Code of Ordinances so as to regulate abandoned vehicles; and

WHEREAS, Borough Council, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the residents of Perkasio Borough will be served by this amendment to the Perkasio Code of Ordinances.

NOW, THEREFORE, BE IT ORDAINED AND ENACTED by the Borough Council of the Borough of Perkasio, Bucks County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows:

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SECTION 1. The Perkasio Borough Code of Ordinances is hereby amended by adding a new Chapter 183, Abandoned Vehicles, as follows:

Chapter 183. Abandoned Vehicles

§183-1. Definitions.

As used in this chapter, the following terms shall have the meanings described herein, unless a different meaning is clearly established elsewhere in this chapter:

ABANDONED VEHICLE.

Any type of vehicle, including a trailer, which:

1. Does not have a currently valid state inspection sticker and/or currently valid license plate.
2. Has not been moved for a continuous period of more than 30 days.

ASSOCIATION.

Any form of unincorporated enterprise owned by two or more persons other than a partnership or limited partnership.

LESSEE.

Any person responsible for the maintenance, repair, and control of a motor vehicle, including a trailer, which the lessee has a Lease either in writing or oral from the owner of record of the motor vehicle.

MOTOR VEHICLE.

Any type of mechanical device propelled by a motor, in which persons or property may be transported upon public streets or highways, and including trailers or semitrailers pulled thereby.

NUISANCE.

Any condition, structure or improvement which shall constitute a threat or potential threat to the health, safety or welfare of the citizens of the Borough of Perkasio.

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OWNER.

The actual owner, agent or custodian of the property on which motor vehicles are stored, whether individual or partnership, association or corporation or limited liability company, including the lessor of a motor vehicle.

PERSON.

A natural person, firm, partnership, association, corporation, limited liability company, or other legal entity.

§183-2. Motor Vehicle Nuisances Prohibited.

- A. It shall be unlawful for any person, owner or lessee to maintain a motor vehicle nuisance upon the open private grounds of such person, owner or lessee within the Borough of Perkasio or upon any public grounds owned by the Borough of Perkasio, the Commonwealth of Pennsylvania or the United States of America, located within the Borough of Perkasio, Bucks County, Pennsylvania, including on the streets, highways, and alleys of the Borough of Perkasio, the Commonwealth of Pennsylvania, and the United States of America.
- B. A motor vehicle is deemed a nuisance if the motor vehicle is unable to move under its own power and has any of the following physical defects:
1. Broken windshields, mirrors or other glass with sharp edges.
 2. One or more flat or open tires or tubes which could permit vermin harborage.
 3. Missing door, window, hood, trunk or other body part which could permit animal harborage.
 4. Any body part with sharp edges including holes resulting from rust.
 5. Missing tire resulting in unsafe suspension of the motor vehicle.
 6. Upholstery which is torn or open which could permit animal and/or vermin harborage.
 7. Broken head lamp or tail lamp with sharp edges.

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8. Disassembled chassis parts apart from the motor vehicle stored in a disorderly fashion or loose in or on the vehicle.
9. Protruding sharp objects from the chassis.
10. Broken vehicle frame suspended from the ground in an unstable manner.
11. Leaking or damaged oil pan or gas tank which could cause fire or explosion.
12. Exposed battery containing acid.
13. Inoperable locking mechanisms for doors or trunk.
14. Open or damaged floor board including trunk and fire wall.
15. Damaged bumper pulled away from the perimeter of the vehicle.
16. Broken grill with protruding edges.
17. Loose or damaged metal trim and clips.
18. Broken communication equipment antenna.
19. Suspended or unstable supports. Any non-motor vehicle, such as a trailer, that could cause a hazardous situation or could threaten the health, safety and welfare of the citizens of the Borough of Perkasio.
20. Such other defects which could threaten the health, safety and welfare of the citizens of the Borough of Perkasio.

§183-3. Storage of Motor Vehicle Nuisances Permitted.

Any person, owner or lessee who has one or more motor vehicle nuisances as defined in § 2, above, may store such vehicle in the Borough of Perkasio only in strict compliance with the regulations provided herein. Such person, owner or lessee must first apply for a permit for either temporary or permanent storage and pay a fee to the Borough of Perkasio such as provided from time to time by resolution of the Borough Council. The motor vehicle nuisance(s) must be stored within a garage or other enclosed building or outside within an opaque fence at least six feet high which is locked at all times when unattended. With the specific approval of the Borough Council, motor vehicle nuisances may also be stored outside in an area enclosed by a chain link fence, at least six feet high, screened by shrubbery around the perimeter to the height of the fence,

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with an unobstructed gate capable of admitting fire or emergency equipment. Such gate shall remain locked at all times when unattended. In addition, all gas and oil or other flammable liquid shall be removed from the motor vehicle and it shall be kept free of vermin infestation while being stored.

§183-4. Inspection; Notice to Comply.

- A. The Police Department, the Codes Department, or any other employee of the Borough of Perkasio is hereby empowered to inspect grounds on which motor vehicles are stored to determine if there is compliance with the provisions of this chapter. If noncompliance with the provisions of this chapter constitutes a nuisance, or if any condition, structure or improvement poses a threat to the health, safety or welfare of the public, he/she shall issue a written notice to be served by registered or certified mail upon the owner of said premises, or, if the owner's whereabouts or identity be unknown, by posting the notice conspicuously upon the offending premises.
- B. Said notice shall specify the condition or structure or improvement complained of, and shall require the owner to remove or otherwise rectify the condition or structure or improvement as set forth therein within 10 days of mailing or posting of said notice, and thereafter, to fully comply with the requirements of the notice.

§183-5. Authority to Remedy Noncompliance.

If the owner of grounds on which motor vehicles are stored does not comply with the notice to abate the condition, within the time limit prescribed, the Borough of Perkasio shall have the authority to take measures to correct the conditions and collect the cost of such corrections plus 10% of all costs, including the removal of the motor vehicle. The Borough of Perkasio, in such event and pursuant to its statutory or otherwise authorized police powers, shall have the right and power to enter upon the offending premises to accomplish the foregoing.

§183-6. Abandoned Vehicles.

- A. An abandoned vehicle may not be parked, stored or left to remain on any lot, tract, parcel of land or portion thereof occupied or unoccupied, improved or unimproved, including any public street or alley, in the Borough of Perkasio unless necessary for the operation of a business enterprise lawfully permitted on private property.
- B. The Mayor and/or Chief of Police shall be empowered to order the removal of such an abandoned vehicle within five days from the date

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of service of a notice of violation as set forth in § 4 above. The Mayor and/or Chief of Police shall have the vehicle impounded.

- C. If the property owner and/or vehicle owner can demonstrate to the Mayor and/or Chief of Police that provisions to restore the vehicle in question are presently being made, then the Mayor and/or Chief of Police may make such orders as are necessary to abate any hazards or dangerous conditions or nuisances.

§183-7. Hearing.

- A. Any person aggrieved by the decision of the Mayor and/or Chief of Police may request and shall then be granted a hearing before the Perkasi Borough Council, provided he files with the Borough Council, within 10 days after notice of the Mayor and/or Chief of Police's decision, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. The hearing shall commence not later than 30 days after the date on which the petition was filed unless postponed for sufficient cause.
- B. After such hearing, the Borough Council shall sustain, modify or overrule the action of the Mayor and/or the Chief of Police as the case may be.

§183-8. Violations and Penalties.

Any person who violates or permits a violation of this chapter shall, upon conviction in a summary proceeding under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not more than \$1,000, plus court costs and reasonable attorneys' fees incurred by the Borough in the enforcement proceedings. Upon judgment against any person by summary conviction, or by proceedings by summons on default of the payment of the fine or penalty imposed and the costs, the defendant may be sentenced and committed to the county correctional facility for a period not exceeding 30 days. Each day that such violation exists shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense. In addition to or in lieu of enforcement under this section, the Borough may enforce this chapter in equity in the Court of Common Pleas of Bucks County.

§183-9. Remedies not Mutually Exclusive.

The remedies provided herein for the enforcement of this chapter, or any remedy provided by law, shall not be deemed mutually exclusive; rather

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they may be employed simultaneously or consecutively at the option of the Borough Council.

§183-10. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Agreement shall be in full force and effect.

SECTION 2. This Ordinance shall become effective five (5) days after enactment.

Approved by the Borough Council of the Borough of Perkasio, this _____ day of _____, 2022.

ATTEST:

BOROUGH OF PERKASIE

Andrea L. Coaxum, Secretary

James Ryder, Council President

Examined and approved this _____ day of _____, 2022.

Jeff Hollenbach, Mayor

**THIS ORDINANCE SHALL BECOME EFFECTIVE
FIVE (5) DAYS AFTER ENACTMENT AND SIGNATURE**

RESOLUTION NO. 2023-6

**A RESOLUTION BY THE BOROUGH OF PERKASIE
ADOPTING ARTICLES OF AMENDMENT TO INCREASE THE
TERM OF EXISTENCE OF THE PENNRIDGE WASTEWATER
TREATMENT AUTHORITY FOR FIFTY (50) YEARS.**

WHEREAS, the Borough of Perkasio (the “Municipality”) is a member of the Pennridge Wastewater Treatment Authority (“PWTA”), which treats all or a certain portion of the Municipality’s sanitary sewage; and

WHEREAS, the PWTA is a municipality authority subject to the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.* (the “Act”) comprised of six (6) member municipalities, being: (i) Borough of Perkasio, Bucks County; (ii) Borough of Sellersville, Bucks County; (iii) Borough of Silverdale, Bucks County; (iv) East Rockhill Township, Bucks County; (v) Hilltown Township, Bucks County; and (vi) Borough of Telford, Bucks and Montgomery Counties (collectively the “Member Municipalities”); and

WHEREAS, the PWTA was created by Articles of Incorporation dated March 20, 1973, and modified by a Certificate of Joinder accepted on May 24, 1976; and

WHEREAS, pursuant to Section 5605(a)(1) of the Act, the Articles of Incorporation of the PWTA must be amended no less than every fifty (50) years in order to allow the PWTA’s term of existence to be extended; and

WHEREAS, the PWTA, in accordance with Section 5605(b) of the Act, prepared and provided to the Municipality recommended draft articles of amendment attached, which as hereto as Exhibit “A” (the “Articles of Amendment”); and

WHEREAS, the governing body of the Municipality believes it in the best interest of the Municipality to adopt the Articles of Amendment as proposed.

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Perkasié, as follows:

SECTION VI. – Adoption of the Articles of Amendment

In accordance with Section 5605 of the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.*, the Municipality hereby adopts the Articles of Amendment attached hereto as Exhibit “A” and directs the manager of the Municipality to provide notice of the same to the PWTA and to take any such other action as needed to assist the PWTA with the completion, finalization and filing thereof.

SECTION VII. – Severability

The provisions of this Resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the governing body of the Municipality that this Resolution would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION VIII. – Failure to Enforce not a Waiver

The failure to enforce any provision of this Resolution shall not constitute a waiver by the Municipality of its rights of future enforcement hereunder.

SECTION IX. – Effective Date

This Ordinance shall take effect and be in force immediately from and after its approval as required by the law.

SECTION X. – Repealer

All other resolutions or parts thereof insofar as they are inconsistent with this Resolution are hereby repealed.


RESOLVED AND ENACTED by the Borough Council of the Borough of Perkasié,
this 6th day of February, 2023.

By: _____
James Ryder, President

Attest: _____
Andrea L. Coaxum, Secretary

EXHIBIT "A"
DRAFT ARTICLES OF AMENDMENT

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

<input type="checkbox"/> Return document by mail to: <hr/> Name <hr/> Address <hr/> City State Zip Code <input type="checkbox"/> Return document by email to: _____	Articles of Amendment Domestic Corporation DSCB:15-1915/5915 (rev. 7/2015)  1915
---	---

Fee: \$70

Check one: Business Corporation (§ 1915) Nonprofit Corporation (§ 5915)

In compliance with the requirements of the applicable provisions (relating to articles of amendment), the undersigned, desiring to amend its articles, hereby states that:

1. The name of the corporation is:
Penridge Wastewater Treatment Authority

2. The (a) address of this corporation's current registered office in this Commonwealth or (b) name of its commercial registered office provider and the county of venue is:
(Complete only (a) or (b), not both)

(a) Number and Street	City	State	Zip	County
<u>180 Maple Avenue P.O. Box 31</u>	<u>Sellersville</u>	<u>PA</u>	<u>18960</u>	<u>Bucks</u>

(b) Name of Commercial Registered Office Provider _____ County _____

c/o: _____

3. The statute by or under which it was incorporated: Municipality Authorities Act, May 2, 1945 P.I. 382

4. The date of its incorporation: 04/05/1973
 (MM/DD/YYYY)

5. Check, and if appropriate complete, one of the following:

The amendment shall be effective upon filing these Articles of Amendment in the Department of State.

The amendment shall be effective on: _____ at _____
 Date (MM/DD/YYYY) Hour (if any)

6. Check one of the following:

The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. Check, and if appropriate complete, one of the following:

The amendment adopted by the corporation, set forth in full, is as follows

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. Check if the amendment restates the Articles:

The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

_____ day of June _____, 2022.

Penridge Wastewater Treatment Authority

Name of Corporation

Signature

Title

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Docketing Statement – Changes DSCB:15-134B (rev. 7/1/2015)	 134B
--	---

BUREAU USE ONLY:			
Revenue _____	Labor & Industry _____	Other _____	Filed Date _____

Part I. Complete for each filing:

Current name of entity or association (*survivor or new entity*):

Penridge Wastewater Treatment Authority

Entity number, if known: 271860 Formation/foreign registration date in PA: 04/05/1973

State of formation: PA Effective date, if any: _____

Part II. Check appropriate transaction:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Amendment (complete Section A)
<input type="checkbox"/> Merger (complete Section B)
<input type="checkbox"/> Conversion (complete Sections A and D)
<input checked="" type="checkbox"/> Revival (complete Section F)
<input type="checkbox"/> Dissolution before Commencement of Business
(complete Section H) | <input type="checkbox"/> Correction (complete Section A)
<input type="checkbox"/> Division (complete Section C)
<input type="checkbox"/> Abandonment (complete Section E)
<input type="checkbox"/> Domestication (complete Section G) |
|---|--|

Section A – Amendment or Correction - Complete fields which pertain to changes:

Name _____

Registered Office: 180 Maple Avenue, P.O. Box 31 Sellersville PA 18960 Bucks
Number and street City State Zip County

Purpose _____

Stock (aggregate number of shares authorized): _____ Effective Date: _____

Term of Existence: _____ Other: See Exhibit A

Filing type to be amended or corrected: _____

Section B – Merger - Complete Section A with any changes to the association surviving the merger, if any
 Merging entities not surviving the merger are: (*attach sheet for additional merging entities*)

Name _____

Effective Date _____ Incorporation/foreign registration date in PA _____ State of Jurisdiction _____

Name _____

Effective Date _____ Incorporation/ foreign registration date in PA _____ State of Jurisdiction _____

Section C – Division - Complete Section A with any changes to the association surviving the division, if any

Check only one: Entity named in Part I survives Entity named in Part I does not survive.

Newly created entity(s) from the division are: *(attach sheet for additional new entities)*

Name Entity Number

Name Entity Number

Section D – Conversion

Type of converting association (check only one):

- Business Corporation
- Nonprofit Corporation
- General Partnership
- Limited Partnership
- Limited Liability (General) Partnership
- Limited Liability Limited Partnership
- Limited Liability Company
- Professional Association
- Business Trust/Common Law Trust/Statutory Trust
- Other _____

Type of converted association (check only one):

- Business Corporation
- Nonprofit Corporation
- General Partnership
- Limited Partnership
- Limited Liability (General) Partnership
- Limited Liability Limited Partnership
- Limited Liability Company
- Professional Association
- Business Trust/Common Law Trust/Statutory Trust
- Other _____

Jurisdiction _____

Jurisdiction _____

Section E – Abandonment

_____ filed in the Department of State on _____
Type of filing Date of filing

Identify all entities involved *(attach sheet for additional entities)*

Name Entity Number

Name Entity Number

Section F – Revival - complete Section A with any changes to revived association

Entity named in Part I hereby revives its charter or articles which were forfeited by Proclamation or expired.

Section G – Domestication

Domesticating jurisdiction _____

Domesticated jurisdiction _____

Check if applicable

Domesticated entity is a nonregistered foreign association

Section H – Dissolution before Commencement of Business

Entity named in Part I hereby dissolves prior to the commencement of business.

EXHIBIT “A”
Attachment to Articles of Amendment

By a vote of the Board of Directors of the Pennridge Wastewater Sewer Authority (the “Authority”) as authorized by resolutions of the member municipalities provided in Section 5, below, allows the Board of Directors of the Authority to amend the addition to the Certificate of Formation filed with the Pennsylvania Department of State on April 5, 1973 in compliance with the requirement of the Municipalities Act of May 2, 1945, P. L. 382, as amended want to certify the information in the Certificate of Formation for the Authority and amend the following information on the Certificate of Formation:

Section 2. The registered address of the Authority is 180 Maple Avenue, P.O. Box 31, Sellersville, PA 18960.

Section 3. The Authority is formed under the provisions of the Act of May 2, 1945, P. L. 382, as amended.

Section 5. The names and addresses of the incorporating municipalities are as follows:

Borough of Perkasio	620 West Chestnut Street Perkasie, PA 18944
Borough of Sellersville	140 East Church Street Sellersville, PA 18960
Hilltown Township	13 West Creamery Road Box 260 Hilltown, PA 18927
Borough of Telford	50 Penn Avenue Telford, PA 18969
Borough of Silverdale	100 W. Park Avenue P.O. Box 187 Silverdale, PA 18962
East Rockhill Township	1622 N. Ridge Road Perkasie, PA 18944

Section 6. The incorporating municipalities revised in Section 5. above will have the number of appointed members to the Board of Authority as follows:

Borough of Perkasio	3 members
---------------------	-----------

Borough of Sellersville	2 members
Borough of Telford	1 member
Hilltown Township	1 member
Borough of Silverdale	1 member
East Rockhill Township	1 member

Admin

From: Admin
Sent: Thursday, February 2, 2023 11:08 AM
To: Admin
Subject: Re-Certification of PWTA
Attachments: PRA.pdf

From: Nicholas Fretz <nick.fretz@perkasieauthority.org>
Sent: Friday, August 19, 2022 2:37 PM
To: Andrea Coaxum <manager@perkasieborough.org>
Cc: Kevin Franks <franks@pwta75.org>; 'Scott C. Denlinger' <sdenlinger@wispearl.com>; Bob Wasson (<wassonr@comcast.net>) <wassonr@comcast.net>; Steven Rose <swrose12@verizon.net>; Ben Rainear (<rainearb@yahoo.com>) <rainearb@yahoo.com>; dwatt@mckeegroup.net; Tom Horn <jhon.jh9@gmail.com>; David Bedillion (<david.bedillion@gmail.com>) <david.bedillion@gmail.com>; Steve Algeo <stephen_algeo@hotmail.com>; John Schaeffer <JSchaeffer@eastburngray.com>; Lisa Salemno <admin@pwta75.org>
Subject: FW: Re-Certification of PWTA

Good Afternoon Andrea!

I believe this should have been sent to your attention and not my attention as Perkasio Borough is the incorporating member of PWTA and not Perkasio Regional Authority.

I'm not aware of any legal impediments of this being sent to Perkasio Regional Authority and not the Borough or if you have to receive an original request from PWTA or not, but I wanted to pass this along as quickly as possible as it is time sensitive and will need approval from Perkasio Borough Council no later than March 19, 2023.

If you have any questions, please don't hesitate to reach out to me.

Thanks!

Nick

Nicholas Fretz <i>Manager</i>	Perkasie Regional Authority 150 Ridge Road Sellersville, PA 18960
nick.fretz@perkasieauthority.org www.perkasieauthority.org	tel: 215-257-3654 fax: 215-257-5590

From: Lisa Salemno <admin@pwta75.org>
Sent: Friday, August 19, 2022 1:44 PM

To: Nicholas Fretz <nick.fretz@perkasieauthority.org>

Cc: Kevin Franks <franks@pwta75.org>; 'Scott C. Denlinger' <sdenlinger@wispearl.com>; Bob Wasson (wassonr@comcast.net) <wassonr@comcast.net>; Steven Rose <swrose12@verizon.net>; Ben Rainear (rainearb@yahoo.com) <rainearb@yahoo.com>

Subject: Re-Certification of PWTA

Good Afternoon,

Please see the attached letter.

Lisa Salemno

Office Administrator

Penridge Wastewater Treatment Authority

180 Maple Avenue

PO Box 31

Sellersville, PA 18960

Office: 215-257-6355



180 MAPLE AVENUE
POST OFFICE BOX 31
SELLERSVILLE, PA 18960-0031
(215) 257-6355
FAX (215) 257-1749

PENNRIDGE WASTEWATER TREATMENT AUTHORITY

Kevin Franks, PWTA Manager
franks@pwta75.org

August 19, 2022

VIA FIRST CLASS MAIL & EMAIL
Board of Supervisors/Borough Council of
Perkasie Regional Authority
Attn: Mr. Nick Fretz
150 Ridge Road
Sellersville, PA 18960

RE: Re-Certification of PWTA

Dear Board:

As you may know, the Pennridge Wastewater Treatment Authority ("PWTA") was originally created by Articles of Incorporation filed with the Commonwealth of Pennsylvania dated March 20, 1973, by the Boroughs of Perkasie and Sellersville. A few years later, by Certificate of Joinder, membership in the PWTA was expanded to include the Borough of Silverdale, East Rockhill Township, Hilltown Township, and the Borough of Telford.

Pursuant to Section 5605(a)(1) of the Municipal Authorities Act ("MAA"), the member municipalities of an authority are required to "re-certify" an authority every 50 years. *See* 53 Pa.C.S.A. §5605. The "recertification" is accomplished pursuant to Articles of Amendment approved by the member municipalities and filed with the Commonwealth of Pennsylvania.

In accordance with the MAA, the PWTA must be recertified on or before March 19, 2023. Following the procedure laid out by the MAA, on June 27, 2022, the PWTA adopted the attached Resolution 2022-06 ("Resolution") which recommends to the member municipalities the approval of the Articles of Amendment attached to the Resolution as Exhibit "A". The Resolution also includes a draft resolution as Exhibit "B" for the municipalities to use as a form in approving the recommended Articles of Amendment.

If the certification of the PWTA is permitted to lapse, then the PWTA will no longer be a validly established Pennsylvania authority. Therefore, we respectfully share the attached Resolution 2022-06 with you and ask that you adopt the included Articles of Amendment on the behalf of your municipality on or before March 19, 2023, in order to "re-certify" the PWTA for another 50 years.

Sincerely,

KEVIN FRANKS

Enclosure

cc: PWTA members (via email)
Scott C. Denlinger, Esq., PWTA Solicitor

**PENNRIDGE WASTEWATER TREATMENT AUTHORITY
BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION NO. 2022-*de*

**A RESOLUTION RECOMMENDING THAT THE MEMBER
MUNICIPALITIES ADOPT THE DRAFT ARTICLES OF
AMENDMENT TO INCREASE THE TERM OF
EXISTENCE OF THE PENNRIDGE WASTEWATER
TREATMENT AUTHORITY FOR FIFTY (50) YEARS.**

WHEREAS, the Penridge Wastewater Treatment Authority (“PWTA”), is a municipality authority subject to the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.* (the “Act”); and

WHEREAS, the PWTA is comprised of six (6) member municipalities, being: (i) Borough of Perkasio, Bucks County; (ii) Borough of Sellersville, Bucks County; (iii) Borough of Silverdale, Bucks County; (iv) East Rockhill Township, Bucks County; (v) Hilltown Township, Bucks County; and (vi) Borough of Telford, Bucks and Montgomery Counties (collectively the “Member Municipalities”); and

WHEREAS, the PWTA was created by Articles of Incorporation dated March 20, 1973, with members being the Borough of Perkasio and the Borough of Sellersville; and

WHEREAS, by Certificate of Joinder accepted on May 24, 1976, the membership was expanded to include, the Borough of Silverdale, East Rockhill Township, Hilltown Township, and the Borough of Telford, in addition to Borough of Perkasio and the Borough of Sellersville; and

WHEREAS, pursuant to Section 5605(a)(1) of the Act, the Articles of Incorporation of the PWTA must be amended no less than every fifty (50) years in order to allow the PWTA’s term of existence to be extended; and

WHEREAS, the Board of the PWTA, in accordance with Section 5605(b) of the Act, has prepared and recommends the draft articles of amendment attached hereto as Exhibit "A" (the "Articles of Amendment").

NOW, THEREFORE, BE IT RESOLVED by the Board of the Pennridge Wastewater Treatment Authority, Bucks County, Pennsylvania as follows:

SECTION I. – Recommended Adoption of the Articles of Amendment

In accordance with Section 5605 of the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.*, the PWTA hereby recommends that the Member Municipalities adopt by resolution or ordinance the Articles of Amendment attached hereto as Exhibit "A" by use of the form resolution attached hereto as Exhibit "B".

SECTION II. – Severability

The provisions of this Resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the Board that this Resolution would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III. – Failure to Enforce not a Waiver

The failure of the PWTA to enforce any provision of this Resolution shall not constitute a waiver by the PWTA of its rights of future enforcement hereunder.

SECTION IV. – Effective Date

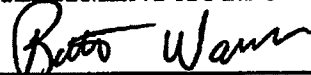
This Ordinance shall take effect and be in force immediately from and after its approval as required by the law.

SECTION V. - Repealer

All other resolutions or parts thereof insofar as they are inconsistent with this Resolution are hereby repealed.

RESOLVED AND ENACTED by the Board of Penridge Wastewater Treatment Authority, Bucks County, Pennsylvania, this 27th day of June, 2022.

**PENNRIDGE WASTEWATER
TREATMENT AUTHORITY**

By: 
Robert Wasson, Chairman


Attest: 
James Hull, Secretary

EXHIBIT "A"
DRAFT ARTICLES OF AMENDMENT

6. *Check one of the following:*

The amendment was adopted by the shareholders or members pursuant to 15 Pa.C.S. § 1914(a) and (b) or § 5914(a).

The amendment was adopted by the board of directors pursuant to 15 Pa. C.S. § 1914(c) or § 5914(b).

7. *Check, and if appropriate complete, one of the following:*

The amendment adopted by the corporation, set forth in full, is as follows

The amendment adopted by the corporation is set forth in full in Exhibit A attached hereto and made a part hereof.

8. *Check if the amendment restates the Articles:*

The restated Articles of Incorporation supersede the original articles and all amendments thereto.

IN TESTIMONY WHEREOF, the undersigned corporation has caused these Articles of Amendment to be signed by a duly authorized officer thereof this

_____ day of June, 2022.

Pennridge Wastewater Treatment Authority

Name of Corporation

Signature

Title

**PENNSYLVANIA DEPARTMENT OF STATE
BUREAU OF CORPORATIONS AND CHARITABLE ORGANIZATIONS**

Docketing Statement – Changes DSCB:15-134B (rev. 7/1/2015)	 134B
--	---

BUREAU USE ONLY:			
Revenue _____	Labor & Industry _____	Other _____	Filed Date _____

Part I. Complete for each filing:

Current name of entity or association (survivor or new entity):
 Pennridge Wastewater Treatment Authority

Entity number, if known: 271860 Formation/foreign registration date in PA: 04/05/1973
 State of formation: PA Effective date, if any: _____

Part II. Check appropriate transaction:

- | | |
|---|---|
| <input checked="" type="checkbox"/> Amendment (complete Section A) | <input type="checkbox"/> Correction (complete Section A) |
| <input type="checkbox"/> Merger (complete Section B) | <input type="checkbox"/> Division (complete Section C) |
| <input type="checkbox"/> Conversion (complete Sections A and D) | <input type="checkbox"/> Abandonment (complete Section E) |
| <input checked="" type="checkbox"/> Revival (complete Section F) | <input type="checkbox"/> Domestication (complete Section G) |
| <input type="checkbox"/> Dissolution before Commencement of Business (complete Section H) | |

Section A – Amendment or Correction - Complete fields which pertain to changes:

Name _____

Registered Office: 180 Maple Avenue, P.O. Box 31 Sellersville PA 18960 Bucks
Number and street City State Zip County

Purpose _____

Stock (aggregate number of shares authorized): _____ Effective Date: _____

Term of Existence: _____ Other: See Exhibit A

Filing type to be amended or corrected: _____

Section B – Merger - Complete Section A with any changes to the association surviving the merger, if any
 Merging entities not surviving the merger are: (attach sheet for additional merging entities)

Name _____

Effective Date _____ Incorporation/foreign registration date in PA _____ State of Jurisdiction _____

Name _____

Effective Date _____ Incorporation/ foreign registration date in PA _____ State of Jurisdiction _____

Section C – Division - Complete Section A with any changes to the association surviving the division, if any

Check only one: Entity named in Part I survives Entity named in Part I does not survive.

Newly created entity(s) from the division are: *(attach sheet for additional new entities)*

Name Entity Number

Name Entity Number

Section D – Conversion

Type of converting association (check only one):

- Business Corporation
- Nonprofit Corporation
- General Partnership
- Limited Partnership
- Limited Liability (General) Partnership
- Limited Liability Limited Partnership
- Limited Liability Company
- Professional Association
- Business Trust/Common Law Trust/Statutory Trust
- Other _____

Type of converted association (check only one):

- Business Corporation
- Nonprofit Corporation
- General Partnership
- Limited Partnership
- Limited Liability (General) Partnership
- Limited Liability Limited Partnership
- Limited Liability Company
- Professional Association
- Business Trust/Common Law Trust/Statutory Trust
- Other _____

Jurisdiction _____

Jurisdiction _____

Section E – Abandonment

_____ filed in the Department of State on _____
Type of filing Date of filing

Identify all entities involved *(attach sheet for additional entities)*

Name Entity Number

Name Entity Number

Section F – Revival - complete Section A with any changes to revived association

Entity named in Part I hereby revives its charter or articles which were forfeited by Proclamation or expired.

Section G – Domestication

Domesticating jurisdiction _____

Domesticated jurisdiction _____

Check if applicable

Domesticated entity is a nonregistered foreign association

Section H – Dissolution before Commencement of Business

Entity named in Part I hereby dissolves prior to the commencement of business.

EXHIBIT "A"
Attachment to Articles of Amendment

By a vote of the Board of Directors of the Pennridge Wastewater Sewer Authority (the "Authority") as authorized by resolutions of the member municipalities provided in Section 5, below, allows the Board of Directors of the Authority to amend the addition to the Certificate of Formation filed with the Pennsylvania Department of State on April 5, 1973 in compliance with the requirement of the Municipalities Act of May 2, 1945. P. L. 382, as amended want to certify the information in the Certificate of Formation for the Authority and amend the following information on the Certificate of Formation:

Section 2. The registered address of the Authority is 180 Maple Avenue, P.O. Box 31, Sellersville, PA 18960.

Section 3. The Authority is formed under the provisions of the Act of May 2, 1945, P. L. 382, as amended.

Section 5. The names and addresses of the incorporating municipalities are as follows:

Borough of Perkasio	620 West Chestnut Street Perkasie, PA 18944
Borough of Sellersville	140 East Church Street Sellersville, PA 18960
Hilltown Township	13 West Creamery Road Box 260 Hilltown, PA 18927
Borough of Telford	50 Penn Avenue Telford, PA 18969
Borough of Silverdale	100 W. Park Avenue P.O. Box 187 Silverdale, PA 18962
East Rockhill Township	1622 N. Ridge Road Perkasie, PA 18944

Section 6. The incorporating municipalities revised in Section 5. above will have the number of appointed members to the Board of Authority as follows:

Borough of Perkasio	3 members
---------------------	-----------

Borough of Sellersville	2 members
Borough of Telford	1 member
Hilltown Township	1 member
Borough of Silverdale	1 member
East Rockhill Township	1 member

EXHIBIT "B"

FORM MEMBER MUNICIPALITY RESOLUTION

**MUNICIPALITY OF _____
_____ COUNTY, COMMONWEALTH OF PENNSYLVANIA**

RESOLUTION NO. _____

**A RESOLUTION ADOPTING ARTICLES OF
AMENDMENT TO INCREASE THE TERM OF
EXISTENCE OF THE PENNRIDGE WASTEWATER
TREATMENT AUTHORITY FOR FIFTY (50) YEARS.**

WHEREAS, the municipality of _____ (the "Municipality") is a member of the Pennridge Wastewater Treatment Authority ("PWTA"), which treats all or a certain portion of the Municipality's sanitary sewage; and

WHEREAS, the PWTA is a municipality authority subject to the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.* (the "Act") comprised of six (6) member municipalities, being: (i) Borough of Perkasio, Bucks County; (ii) Borough of Sellersville, Bucks County; (iii) Borough of Silverdale, Bucks County; (iv) East Rockhill Township, Bucks County; (v) Hilltown Township, Bucks County; and (vi) Borough of Telford, Bucks and Montgomery Counties (collectively the "Member Municipalities"); and

WHEREAS, the PWTA was created by Articles of Incorporation dated March 20, 1973, and modified by a Certificate of Joinder accepted on May 24, 1976; and

WHEREAS, pursuant to Section 5605(a)(1) of the Act, the Articles of Incorporation of the PWTA must be amended no less than every fifty (50) years in order to allow the PWTA's term of existence to be extended; and

WHEREAS, the PWTA, in accordance with Section 5605(b) of the Act, prepared and provided to the Municipality recommended draft articles of amendment attached, which as hereto as Exhibit "A" (the "Articles of Amendment"); and

WHEREAS, the governing body of the Municipality believes it in the best interest of the Municipality to adopt the Articles of Amendment as proposed.

NOW, THEREFORE, BE IT RESOLVED by the _____ of the municipality of _____, as follows:

SECTION VI. – Adoption of the Articles of Amendment

In accordance with Section 5605 of the Pennsylvania Municipal Authorities Act, 53 Pa.C.S.A. §5601, *et seq.*, the Municipality hereby adopts the Articles of Amendment attached hereto as Exhibit “A” and directs the manager of the Municipality to provide notice of the same to the PWTa and to take any such other action as needed to assist the PWTa with the completion, finalization and filing thereof.

SECTION VII. – Severability

The provisions of this Resolution are severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Resolution. It is hereby declared to be the intent of the governing body of the Municipality that this Resolution would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION VIII. – Failure to Enforce not a Waiver

The failure to enforce any provision of this Resolution shall not constitute a waiver by the Municipality of its rights of future enforcement hereunder.

SECTION IX. – Effective Date

This Ordinance shall take effect and be in force immediately from and after its approval as required by the law.

SECTION X. - Repealer

All other resolutions or parts thereof insofar as they are inconsistent with this Resolution are hereby repealed.

RESOLVED AND ENACTED by the _____ of the municipality
of _____, this ____ day of _____, 202_.

By: _____
Name:
Title:

Attest: _____
Name:
Title:

Admin

From: rschurr perkasielpd.org <rschurr@perkasielpd.org>
Sent: Friday, January 20, 2023 11:22 AM
To: Andrea Coaxum; Jeff Hollenbach; Admin
Subject: February 6th Council Meeting Agenda
Attachments: LPR Warranty.pdf; Perkasio Police Department Proposal - Toilets.pdf

Andrea,

I have attached two items for consideration at the February 6th Council meeting.

1. LPR Warranty- It appears for the first three years our license plat reader was covered under a warranty which was at no cost to the Borough as part of the original grant program. This year we would need to pay for the warranty for a cost of \$1,720.00. I did not budget for this as I was not part of the original grant program when it was received and received the paperwork in December. It looks like the fourth year which we will be starting February 20th is the last year that we can actually obtain warranty coverage. I am requesting permission to purchase the warranty and signed the warranty agreement. The camera alone on the LPR costs \$10,00.00 to replace should something happen to it.
2. Also attached is a proposal to replace the cell block toilets which apparently have been leaking for a number of years causing the concrete in the cell block to crumble and chip. It also creates a sewer smell in the cell block. The expense of the new replacements toilets is due to the fact that they are specialized since they are a toilet and water fountain combination and are also stainless steel. This expense can be paid out of our Live Scan fund and will not require the expenditure of tax payer dollars. I am looking for permission to move forward with our plumber to have the toilets replaced. I did not get three quotes as I believe that this is a specialty item.

Thank you,

Bob

Robert A. Schurr, M.S.
Chief of Police
Perkasie Borough Police Department
311 S 9th St, Perkasie PA 18944
215-257-6876



RESOLUTION NO. 2023-5

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE CONTRACT BETWEEN THE BOROUGH OF PERKASIE AND SELEX ES INC., A LEONARDO COMPANY, FOR ELSAG MOBILE LPR HARDWARE WARRANTY COVERAGE RENEWAL FOR THE PERKASIE BOROUGH POLICE DEPARTMENT, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, Selex ES Inc., a Leonardo Company, has provided the Borough of Perkasia with a Contract with regard to ELSAG Mobile LPR Hardware Warranty Coverage Renewal for the Perkasia Borough Police Department; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the Selex ES Inc. Contract with regard to ELSAG Mobile LPR Hardware Warranty Coverage Renewal for the Perkasia Borough Police Department.

NOW, THEREFORE, be it resolved by the Borough Council of Perkasia Borough as follows:

1. Approval of Agreement. The Borough Council herein approves the Selex ES Inc. Contract between the Borough and Selex ES Inc., a Leonardo Company, for the ELSAG Mobile LPR Hardware Warranty Coverage Renewal for the Perkasia Borough Police Department, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Selex ES Inc. Contract between the Borough and Selex ES Inc., a Leonardo Company, for the ELSAG Mobile LPR Hardware Warranty Coverage Renewal for the Perkasia Borough Police Department, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 6th day of February, 2023.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, President

EXHIBIT “A”



Perkasie Borough Police Department - PA (ELSAG Mobile LPR Hardware Warranty Coverage Renewal) February 2023

Quote created on November 28, 2022 - Reference: 20221128-100934963

Perkasie Borough Police
Department
311 South 9th Street
Perkasie, PA 18944
United States

Robert Schurr
Chief of Police
chief@perkasiepd.org
(215) 257-6876

Stephanie Pluchino
Northeast Field Operations
Manager
stephanie.pluchino@leonardo
company-us.com
(845) 490-1381

Comments

M7 - 2 Cam (Serial #s):

GOM20015-GM7EA19920-GM7AA20022

Warranty start date: 2/20/20

Warranty coverage expires: 2/20/23

Eligible to purchase hardware coverage until 2/20/24

Coverage period being quoted: 2/21/23 to 2/20/24

Tracy Brown - Warranty Operations Manager at Selex ES Inc., a Leonardo Company



Products & Services

Warranty 2 camera mobile
2 cam mobile warranty

1 x \$1,720.00

One-time subtotal

\$1,720.00

Total

\$1,720.00

This quote expires on February 28, 2023.

Purchase Terms

Hardware coverage is available for purchase for 4 years from the installation date.

Hardware coverage includes software support.

Software warranty coverage includes: 24/7 remote technical support, hotlist updates, bug fixes, patches, firmware & protocol updates & software upgrades.

Please note: Installation services performed by Leonardo personnel are NOT covered under this warranty agreement.

Signature

Signature

Date

Printed name

Questions? Contact me



Tracy Brown

Warranty Operations Manager
tracy.brown@leonardocompany-us.com
(336) 207-1384



Selex ES Inc., a Leonardo Company

4221 Tudor Lane
Greensboro, NC 27410
US



Selex ES Inc. - ELSAG ALPR Systems - Main Office
4221 Tudor Lane
Greensboro, NC 27410
Tel +1-877-773-5724
Fax +1-336-379-7164
Support Line: 1-866-9MPH900

7 Sutton Place
Brewster NY 10509 USA
Tel. +1-845-278-5425
Fax +1-336-379-7164

EXTENDED WARRANTY TERMS AND CONDITIONS

SELEX ES INC. ELSAG ALPR SYSTEMS LIMITED HARDWARE WARRANTY COVERAGE

Selex ES Inc. ("Selex") warrants this Hardware Product against defects in design, materials, and workmanship under normal use in accordance with the specifications and documentation for the agreed upon "Warranty Period". The Warranty Period shall commence with the initial installation of the product, or according to the terms of an associated Purchase or Sales Order for Extended Coverage.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Selex will either (1) repair the hardware defect at no charge using new or refurbished replacement parts, or (2) exchange the product for a new or refurbished Product of equivalent function, at its sole discretion.

EXCLUSIONS AND LIMITATIONS TO THE HARDWARE WARRANTY

Selex does not warrant that the operation of the Product will be uninterrupted or error free.

This Warranty excludes all of the following:

- a) errors or defects resulting from service by persons or entities other than Selex, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than Selex, or a Selex Authorized Service Provider;
- b) any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than Selex or a Selex Authorized Service Provider;
- c) compatibility with third-party hardware or software environments and errors in such environments such as may be caused by the installation or use of Selex Products;
- d) pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of Selex Products (e.g. network connectivity problems);
- e) to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) products that have been repaired or modified by anyone other than Selex or its Authorized Service Provider;
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
- h) third-party actions (i.e., fire, collision, vandalism, theft, hardware or software removal);
- i) loss or damage due to any event beyond Selex's reasonable control ("Force Majeure Event") including, but not limited to power surges or outages; terrorism; labor disputes; war; acts of God (flood, earthquake, climatic events);
- j) damages from battery leakage or from improper use of or connection to any electrical source;
- k) cosmetic or non-critical defects of the case or frame of the Product or of any non-operating parts, including decorative parts;
- l) damage to the Product covered by an insurance policy (in such a case, this Warranty will cover any portion of an applicable deductible that applies to repair or replacement of the covered Product(s), subject to the terms of coverage and exclusions set forth herein);
- m) preventative or routine maintenance; reinstallation of hardware or software, except as a result of a defect; normal software administration;
- n) modifications to hotlist or hotlist-related scripts;
- o) any damage which is not reported during the Term of this Warranty;
- p) costs associated with the installation, removal, or reinstallation of the Product, including, but not limited to, road closures, permits, escorts, equipment rental;
- q) consumable parts, such as batteries and cables;
- r) camera lens glass breakage due to impact or vandalism.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, SELEX SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SELEX CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY SELEX IN ITS SOLE DISCRETION.

No Selex reseller, agent or employee is authorized to make any modification, extension, or addition to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

Selex's maximum liability under this Warranty, whether in contract, tort (including negligence or strict liability), or otherwise, shall be the cost of repair or replacement of the affected Products.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PROVIDED BY LAW, SELEX IS NOT RESPONSIBLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF DATA, WHETHER OR NOT SELEX IS OR HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGES.

For technical support or to arrange for service on your ELSAG product, call our toll-free 24-hour hotline at 1-866-9MPH900.

RETURN & RESTOCKING POLICY

Selex takes our client satisfaction very seriously. We understand that, at times, clients may not be completely satisfied with their purchase of our products. We will accept returns under the following conditions:

- The customer is to call ELSAG Support at 866-967-4900 to request a Return Authorization Number.
- The returned equipment must be shipped back to Selex within 14 days of the Return Authorization Number request.
- New, unopened systems (if shipped within 60 days) can be returned. A 10% restocking fee will be charged.
- Lightly used systems in excellent physical condition (if shipped within the last 120 days) can be returned. A 25% restocking fee will be charged. Used systems with light physical wear (if shipped within the last 120 days) can be returned. A 35% restocking fee will be charged.
- Refunds will be applied against the outstanding balance upon receipt of payment (if there is an outstanding balance).
- Returned equipment shipped at customer expense.
- Damaged equipment may not be returned.

SELEX ES INC. ELSAG ALPR SYSTEMS

LIMITED SOFTWARE WARRANTY COVERAGE

(a) Selex ES Inc. ("Licensor") warrants that the Software, without Modifications, will substantially conform to the Related Materials for the agreed upon Warranty Period. Licensor does not warrant that Licensee's use of the Software and Related Materials will be uninterrupted or that the operation of the Software will be error-free or secure and hereby disclaims any and all liability on account thereof.

(b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

UPDATES AND UPGRADES

For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

Provided that Licensee is in compliance with the terms and conditions of the License Agreement, Licensor agrees to make available to Licensee all updates, upgrades, improvements, and enhancements for the Software, if any, at no charge for the Warranty Period described above and then at the then updated fee schedule thereafter. Nothing herein shall be construed or interpreted as requiring Licensor to develop any such upgrades, updates, improvements or enhancements. Licensee must remain in warranty coverage to receive the upgrades and updates. Lapse in warranty coverage will terminate Licensor's obligation to provide updates and upgrades. Software upgrades may result in additional service fees.

EXCLUSIONS AND LIMITATIONS TO THE SOFTWARE WARRANTY

This warranty does not apply to: (a) costs associated with the installation of the software; (b) incompatibility with other software; (c) user access restrictions; or (d) patches to existing software versions when a newer version is available.

SERVICE AGREEMENT TERMS AND CONDITIONS.

1. **General.** These general terms and conditions shall apply to all service provided to Customer by Selex ES Inc. Additional terms and conditions governing particular service options or programs may be set forth on a supplement provided by Selex to Customer ("Supplement"). Customer's submission of a purchase order or acceptance of service shall be deemed acceptance of these General Terms and Conditions and those set forth on applicable Supplements to the exclusion of any additional or different terms or conditions on Customer's purchase order, even if such order is expressly made conditional on Selex's assent to such additional or different terms.
2. **Agents.** Selex may appoint third parties to act as its agents in performance of its service obligations under this Service Agreement. All references herein to Selex shall be deemed to include such agents of Selex.
3. **Term.** The effective date of the term of software service coverage shall commence with the initial installation of the product, or according to the terms of an associated Purchase or Sales Order for Extended Coverage.
4. **Telephone Support and Remote Diagnosis.** To ensure that the product is repaired as quickly and efficiently as possible, Customer must work cooperatively with Selex Telephone Support to attempt to repair the product remotely upon their request. Such remote access may require that Customer establish an Internet connection, and to enable connectivity via services used by Selex such as LogMeIn Rescue, or a mutually agreed upon means of connectivity. If remote diagnosis and repair are not possible, the equipment may be returned to Selex for factory diagnosis and repair, or Selex may dispatch a technician to the site for an additional fee at Customer's request.
5. **Shipping.** For the repair or replacement of hardware under Warranty, Selex agrees to pay related shipping costs, including any insurance coverage.
6. **Indemnity.** Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
7. **Confidentiality.** Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
9. **Waiver.** Failure of either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
10. **Assignment.** Customer may not assign or otherwise transfer its rights or obligation under this Agreement without the prior written consent of Selex.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of North Carolina without regard to the conflict of laws provisions. Any action under or relating to this Agreement shall be brought solely in the state and federal courts located in Greensboro, North Carolina. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
12. **Replacement Parts.** In the maintenance of any product, Selex may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of Selex. Selex, at its option, may request the return of these parts.
13. **Coverage Eligibility.** Products that have been continuously covered by a Selex Warranty are eligible for immediate coverage under this Agreement. Other products will be eligible for coverage only if they meet Selex's specifications. At Customer's request, Selex may bring the product up to specification at Selex's then current rates for parts, labor and travel so that the product will be eligible for coverage.
14. **Fees.** Fees for service, if not covered by purchase contract or warranty, shall be as stated in a quotation and shall apply only to the products specified therein.
15. **Taxes.** Service fees are exclusive of all state/provincial and local sales, use, excise, privilege and similar taxes. Such taxes shall be paid by the Customer, unless a valid exemption certificate is furnished by Customer.
16. **Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex may withhold service if Customer fails to make any payment when due.
17. **Lawyer's Fees.** If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.

Admin

From: Admin
Sent: Thursday, February 2, 2023 4:14 PM
To: Admin
Subject: ELSAG Mobile LPR Hardware Warranty Coverage Renewal
Attachments: Hardware Coverage Letter - Perkasio Borough PD - PA - Includes Coverage Period.pdf

From: Tracy Brown <tracy.brown@leonardocompany-us.com>
Sent: Tuesday, January 31, 2023 12:32 PM
To: rschurr perkasiaped.org <rschurr@perkasiaped.org>
Subject: RE: ELSAG Mobile LPR Hardware Warranty Coverage Renewal

Hi Chief,

Thanks for getting back to me:

- When you purchased the LPR system, one year of hardware coverage (which includes software support) was included in the price of the equipment.
- Coverage period being quoted: 2/21/23 to 2/20/24. See line item 18 of the attached document (Service Agreement Terms & Conditions)
- You have the option to purchase the hardware coverage for a total of 3 additional years (after the first year.) Warranty start date is 2/20/20 and hardware coverage is available for purchase until 2/20/24. After 2/20/24 you can purchase software only coverage at \$995.00 per year and you will pay for repairs as needed starting in year 5.
- The hardware warranty coverage covers repairs of the equipment and also includes software support. Software support is included in the \$1,720.00 price that I quoted.

I hope this answers all your questions. Let me know if I can be of further assistance.

Thank you,

Tracy Brown

Warranty Operations Manager

Selex ES Inc., a Leonardo Company

ELSAG ® Automatic License Plate Recognition Solutions

4221 Tudor Lane

Greensboro, NC 27410, USA

Main: +1 336-379-7135 x 3120 Fax: +1 336-379-7164

Mobile: +1 336-207-1384

tracy.brown@leonardocompany-us.com

www.leonardocompany-us.com

From: rschurr perkasiemd.org <rschurr@perkasiemd.org>

Sent: Tuesday, January 31, 2023 12:01 PM

To: Tracy Brown <tracy.brown@leonardocompany-us.com>

Subject: FW: ELSAG Mobile LPR Hardware Warranty Coverage Renewal

Tracy,

Please see the attached letter from our Borough Solicitor. He has some questions outlined in the letter. Could you provide me with responses to those questions?

Thank you,

Bob Schurr

JEFFREY P. GARTON
DOUGLAS C. MALONEY
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
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JEFFREY P. GARTON, ESQUIRE
jgarton@begleycarlin.com

*Member of PA & NJ Bars
†Master of Laws (Taxation)
^Member of PA & NY Bars

January 30, 2023

VIA EMAIL

Andrea L. Coaxum, Borough Manager
Perkasie Borough
620 W. Chestnut Street
Perkasie, PA 18944

Re: ELSAG Mobile LPR Hardware Warranty Coverage Renewal

Dear Andrea:

At your request, I have reviewed the proposed warranty coverage being offered for the ELSAG Mobile Hardware. In that regard, my comments with respect to same are as follows:

1. Based upon my review of the documents it appears that this is a one (1) year extension of a prior warranty that was part of the initial Grant for the license plate reader.
2. The terms and conditions of the warranty in and of itself, does not delineate the term of the additional warranty. I would hope that the actual warranty document would say that it is a one (1) year period beginning with a date in February of 2023.
3. Please review the Exclusions and Limitations to the Hardware Warranty.
4. Also attached to the same document was a Limited Software Warranty Coverage. Are you intending to proceed with the software coverage as well, which is a different issue unless the two (2) warranties are tied to the three (3) year term of the Grant and both warranties can be continued for a one (1) year period? If that is the case, then I generally have no comments about either of the warranties except making sure that the exclusions to the warranties are acceptable.

Lastly, I attach a copy of a Resolution for consideration by Council.

If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:bcr

Attachment

cc: Robert A. Schurr, MC, Perkasio Borough Chief of Police



Selex ES Inc. - ELSAG ALPR Systems - Main Office
4221 Tudor Lane
Greensboro, NC 27410
Tel +1-877-773-5724
Fax +1-336-379-7164
Support Line: 1-866-9MPH900

7 Sutton Place
Brewster NY 10509 USA
Tel. +1-845-278-5425
Fax +1-336-379-7164

EXTENDED WARRANTY TERMS AND CONDITIONS

SELEX ES INC. ELSAG ALPR SYSTEMS

LIMITED HARDWARE WARRANTY COVERAGE

Selex ES Inc. ("Selex") warrants this Hardware Product against defects in design, materials, and workmanship under normal use in accordance with the specifications and documentation for the agreed upon "Warranty Period". The Warranty Period shall commence with the initial installation of the product, or according to the terms of an associated Purchase or Sales Order for Extended Coverage.

If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, Selex will either (1) repair the hardware defect at no charge using new or refurbished replacement parts, or (2) exchange the product for a new or refurbished Product of equivalent function, at its sole discretion.

EXCLUSIONS AND LIMITATIONS TO THE HARDWARE WARRANTY

Selex does not warrant that the operation of the Product will be uninterrupted or error free.

This Warranty excludes all of the following:

- a) errors or defects resulting from service by persons or entities other than Selex, errors or defects caused by modifications to the Product (including upgrades and repairs) by someone other than Selex, or a Selex Authorized Service Provider;
- b) any Product which has been breached or opened (camera and trunk box/processing unit) by someone other than Selex or a Selex Authorized Service Provider;
- c) compatibility with third-party hardware or software environments and errors in such environments such as may be caused by the installation or use of Selex Products;
- d) pre-existing conditions in the installation environment or vehicle, including those that may prevent proper operation of Selex Products (e.g. network connectivity problems);
- e) to damage resulting from accident, abuse, misuse, or introduction of foreign materials into the Product;
- f) products that have been repaired or modified by anyone other than Selex or its Authorized Service Provider;
- g) any and all damages resulting from failure to follow the manufacturer's instructions;
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SELEX ES INC. ELSAG ALPR SYSTEMS

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(b) If a Software defect arises and a valid claim is received within the Warranty Period, Licensor's entire liability and Licensee's exclusive remedy shall, at Licensor's discretion, be one of the following:

- (i) Licensor may attempt to correct or work around Errors;
- (ii) Licensor may replace the Software and Related Materials;
- (iii) Licensor may refund to Licensee the license fees, or part thereof, paid to Licensor upon return of the Software and Related Materials to Licensor or its authorized distributor.

(c) THIS IS A LIMITED WARRANTY AND IT IS THE ONLY WARRANTY OR CONDITION MADE BY LICENSOR. LICENSOR EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT POSSIBLE BY LAW ALL OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SOFTWARE AND RELATED MATERIALS. NO DEALER, AGENT, OR EMPLOYEE OF LICENSOR IS AUTHORIZED TO MAKE ANY MODIFICATIONS, EXTENSIONS OR ADDITIONS TO THIS LIMITED WARRANTY.

If the media containing the Software is subject to accident, abuse, or improper use, or if Licensee makes any prohibited modifications to the Software during the warranty period, or if Licensee violates any term of this Warranty, then this warranty shall immediately and automatically terminate. This warranty shall not apply if the Software is used on or in conjunction with hardware or software other than which the Software has been designed or from what the Licensor has recommended.

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For the purposes of this Warranty coverage, an "update" is defined as an incremental software fix to a current software version, whereas an "upgrade" is defined as the release of a newer software version containing substantive functionality changes.

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6. **Indemnity.** Selex shall indemnify and hold Customer harmless from and against any claim of injury or damage to property to the extent it is caused by the negligent or wrongful acts or omissions of Selex while on Customer's premises.
7. **Confidentiality.** Selex recognizes that during the performance of service hereunder, Selex may be exposed to information of a confidential nature relating to the business of Customer. Selex agrees to hold such information in confidence for Customer to the same extent Selex provides for its own information and not to disclose such information to any other party without the prior written consent of Customer.
8. **LIMITATION OF LIABILITY. IN NO EVENT SHALL SELEX BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF SELEX HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.**
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16. **Invoices and Payment.** Customer shall pay amounts invoiced within 30 days from the date of invoice, unless invoice specifies otherwise. Selex may withhold service if Customer fails to make any payment when due.
17. **Lawyer's Fees.** If litigation or collection is commenced to enforce any provision of this Agreement, the prevailing party shall be entitled to recover reasonable costs, including lawyer fees and collection costs.
18. **Warranty Coverage Period.** 1 year (2/21/23 to 2/20/24).

PLUMSTEAD



TOWNSHIP

5186 Stump Road
Pipersville, PA 18947

Phone 215-766-8914
FAX – 215-766-9831

January 11, 2023

Perkasie Borough
PO Box 96
Perkasie, PA 18944

RE: Blaze of Glory 5K Run, Saturday, March 25, 2023

Dear Andrea Coaxum,

Plumstead Township is respectfully requesting assistance from your Fire Police units for the Plumsteadville Volunteer Fire Company Blaze of Glory 5K Run on Saturday, March 25, 2023.

If you are able to assist us, please have a representative of your Fire Police contact Fire Police Chief Paul Feraco of the Plumsteadville Volunteer Fire Company at #267-815-0614 or email him pauinc@verizon.net.

I appreciate your consideration of this request and look forward to the assistance of your Fire Police.

Sincerely,

A handwritten signature in black ink that reads "Angela P. Benner". The signature is written in a cursive style with a long horizontal line extending to the right.

Angela P. Benner, Manager
Plumstead Township

CC: Paul Feraco, PVFC Fire Police Chief (via email)



Celebrating 100 Years

Colleen M. Pursell
Borough Manager

BOROUGH OF DUBLIN

Bucks County, Pennsylvania
Founded: 1912

Christopher Hayes
Mayor

Jeffrey Sharer
Council President

January 23, 2023

Perkasie Borough
Attn: Andrea Coaxum, Borough Manager
P.O. Box 96
Perkasie, PA 18944

*RE: Request for Fire Police – Perkasie Fire Company
Dublin Community Day*

Ms. Coaxum,

Dublin Borough Council is sending this letter requesting the assistance of your fire police personnel for traffic control duties at Dublin Community Day scheduled for Saturday, June 3, 2023 from 2:30 pm – 7:00 pm. The event will be held at Supplee Park located at 151 Middle Road Dublin, PA.

If you are able to assist the Dublin Borough Police Department with this event, please have a representative of your Fire Police contact Sgt. William Kirk at (215) 249-0272 or by email at wkirk@dublinborough.org. If you are not able to assist, please respond to this letter so we can make the arrangements by emailing cpursell@dublinborough.org.

Thank you in advance for your assistance with this event.

Respectfully,

Colleen M. Pursell
Borough Manager

Cc: Sgt. William Kirk