

PERKASIE BOROUGH COUNCIL

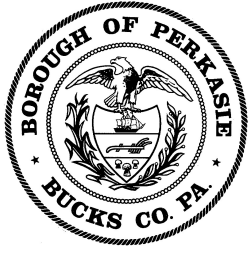
Agenda for Council Committee Meeting of October 3, 2022

1. Meeting Convenes at 7:00PM Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. Proclamation: Pine2Pink
6. Proclamation: Halloween
7. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Aaron Clark, Dave Weaver, Dave Worthington
 - A. Consider Resolution #2022-49 – Request for Additional Handicap Parking Space at 411 West Market Street
 - B. Consider Authorization of Borough Manager/Secretary to Sign Form for 902 Municipal Recycling Program Grant
 - C. Consider Proposals for 2022 Trash Bag Purchase
 - D. Discuss Request for Dedication – Hidden Meadows
 - E. Resolution #2202-48 – PennDOT Traffic Signal Maintenance Agreement
 - F. Other Business
8. Public Utility Committee Meeting, Councilors: Jim Purcell (Chair), Randy Faulkner, Steve Rose, Dave Weaver
 - A. Perkasio Wholesale Power Cost Monthly Report
 - B. Other Business
9. Planning and Zoning Committee Meeting, Councilors: Councilors: Dave Weaver, (Chair), Chuck Brooks, Jim Purcell, Steve Rose, Dave Worthington
 - A. Discuss Ordinance for Shadywood Drive Parking Restrictions
 - B. Discuss Ordinance for Abandoned Vehicles
 - C. Other Business
10. Park and Recreation Committee Meeting, Councilors: Aaron Clark, (Chair), Randy Faulkner, Scott Bomboy, Jim Purcell, Dave Worthington
 - A. Consider Event Permit Application – Perkasio Fire Company Open House
 - B. Consider Event Permit Application – Pennridge High School Homecoming Parade
 - C. Consider Event Permit Application – The Industrial Tarzan, LLC
 - D. Other Business
11. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Jim Ryder, Scott Bomboy, Randy Faulkner
 - A. Consider Resolution #2022-47 – Appoint Right-to-Know Officer
 - B. Other Business
12. Finance Committee Meeting, Councilors: Randy Faulkner (Chair), Scott Bomboy, Jim Purcell, Jim Ryder, Dave Weaver
 - A. Consider Resolution #2022-45 – Implement Act 57 of 2022
 - B. Other Business
13. Economic Development Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Steve Rose, Randy Faulkner
 - A. Other Business

14. Public Safety Committee Meeting, Councilors: Dave Worthington (Chair), Mayor Jeff Hollenbach, Scott Bomboy, Aaron Clark, Jim Ryder
 - A. Consider Approval of Grant Application for New Patrol Bicycles
15. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Jim Purcell, Aaron Clark, Randy Faulkner
 - A. Consider Request from Historical Committee
 - B. Other Business
16. Report from Youth Councilor
17. Other Business
18. Public Forum
19. Press Forum
20. Executive Session
21. Adjournment

Next Meeting: Monday, October 17, 2022 – 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.



BOROUGH OF PERKASIE

620 West Chestnut Street
PO Box 96
Perkasie, PA 18944-0096

Phone: (215) 257-5065
Fax: (215) 257-6875

A PROCLAMATION IN SUPPORT OF PINE2PINK AND BREAST CANCER AWARENESS MONTH

October is Breast Cancer Awareness Month, when we are reminded of the need to stand strong with those having a breast cancer diagnosis. Breast cancer is the second most common form of cancer globally, with nearly two million diagnoses annually, 250,000 in the United States, a figure that is increasing. It is the leading cause of mortality among women around the world, and we remember those who have lost the battle with this terrible disease.

WHEREAS, Pine2Pink is an organization that coordinates a month long, annual event during which time municipalities rename Pine Street to Pink Street, and residents, businesses and business groups turn street and porch lights pink for the month of October in order to raise awareness about the disease, as well as raise funds for research into its cause, prevention, diagnosis, treatment and cure, and

WHEREAS, the Perkasie Towne Improvement Association and many of Perkasie's small merchants and businesses have expressed interest in participating in the Pine2Pink program by turning Perkasie's lights pink and, in some cases, donating proceeds from certain sales and promotions to the Pine2Pink organization which provides meaningful help to victims of breast cancer.

NOW, THEREFORE, I hereby proclaim that West Market Street between North 6th Street and South 7th Street shall be temporarily **ADDITIONALLY** named Pine Street and that from October 1st through October 31st we shall symbolically **RENAME** Pine Street as Pink Street, thus turning Perkasie from Pine to Pink, and we shall use the streetlights to turn Perkasie pink on West Market Street between North 6th Street and South 7th Street, on 7th Street between West Chestnut Street and Arch Street, and on West Walnut Street between Penn Alley and South 6th Street.

I call upon the residents and businesses of Perkasie to join in this effort by adding pink lighting outside their premises for the month of October, to embrace **Breast Cancer Awareness Month**, and pledge to help friends, family, and strangers alike survive this terrible disease and to help ensure that future generations are free from it.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of October, 2022.

Jeff Hollenbach
Mayor of Perkasie Borough

HALLOWEEN PROCLAMATION

WHEREAS, Halloween is an annual event of ghouls, ghosts, and goblins terrorizing the citizens of Perkasio to the delight of all Perkasio children and,

WHEREAS, it is well to consider the safety and welfare of these children as they make their fiendish rounds during this event and,

WHEREAS, parents are encouraged to accompany their children while they are out trick-or-treating.

NOW THEREFORE, I, Jeff Hollenbach, Mayor of the Borough of Perkasio, Commonwealth of Pennsylvania, hereby proclaim, October 31, 2022 as Halloween Evening in the Borough of Perkasio and further proclaim that all Perkasio children are encouraged to participate in this celebration on the appointed evening from 6:00 PM to 9:00 PM.

Jeff Hollenbach

Mayor Jeff Hollenbach
October 3, 2022

RESOLUTION #2022-49

**A RESOLUTION OF THE BOROUGH OF PERKASIE
FOR THE CREATION OF PARKING SPACES RESERVED
FOR A HANDICAPPED PERSON OR DISABLED VETERANS**

WHEREAS, Perkasio Borough Ordinance #691 provides that Perkasio Borough Council may, by Resolution, establish on the streets or borough parking lot, additional parking spaces reserved for handicapped persons or disabled veterans parking; and

WHEREAS, Borough Council desires to establish such parking spaces.

THEREFORE, BE IT RESOLVED that the following parking space is established and reserved for a handicapped persons or disabled veterans at an additional space in front of 411 West Market Street, Perkasio.

RESOLVED this 3rd day of October, 2022.

BOROUGH OF PERKASIE

By:

James Ryder
Council President

Attest

Andrea L. Coaxum
Borough Manager/Secretary



WORKER PROTECTION AND INVESTMENT CERTIFICATION FORM

A. Pursuant to Executive Order 2021-06, *Worker Protection and Investment* (October 21, 2021), the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end, contractors and grantees of the Commonwealth must certify that they are in compliance with Pennsylvania’s Unemployment Compensation Law, Workers’ Compensation Law, and all applicable Pennsylvania state labor and workforce safety laws including, but not limited to:

1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
3. Minimum Wage Act
4. Prevailing Wage Act
5. Equal Pay Law
6. Employer to Pay Employment Medical Examination Fee Act
7. Seasonal Farm Labor Act
8. Wage Payment and Collection Law
9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in Healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

B. Pennsylvania law establishes penalties for providing false certifications, including contract termination; and three-year ineligibility to bid on contracts under 62 Pa. C.S. § 531 (Debarment or suspension).

CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the contractor/grantee identified below, and certify that the contractor/grantee identified below is compliant with applicable Pennsylvania state labor and workplace safety laws, including, but not limited to, those listed in Paragraph A, above. I understand that I must report any change in the contractor/grantee’s compliance status to the Purchasing Agency immediately. I further confirm and understand that this Certification is subject to the provisions and penalties of 18 Pa. C.S. § 4904 (Unsworn falsification to authorities).

<i>Signature</i>	<i>Date</i>
<i>Name (Printed)</i>	
<i>Title of Certifying Official (Printed)</i>	
<i>Contractor/Grantee Name (Printed)</i>	



NOTICE

WORKER PROTECTION AND INVESTMENT

On October 21, 2021, Governor Tom Wolf signed Executive Order 2021-06, *Worker Protection and Investment*. The Executive Order affirms that the Commonwealth is responsible for ensuring that every worker in Pennsylvania has a safe and healthy work environment and the protections afforded them through labor laws. To that end and in accordance with the Executive Order, prior to being awarded a contract or grant, contractors and grantees of the Commonwealth must certify that they are in compliance with all applicable Pennsylvania state labor and workforce safety laws including:

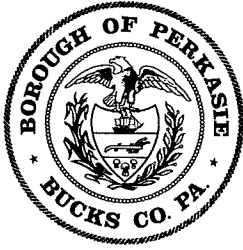
1. Construction Workplace Misclassification Act
2. Employment of Minors Child Labor Act
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9. Industrial Homework Law
10. Construction Industry Employee Verification Act
11. Act 102: Prohibition on Excessive Overtime in healthcare
12. Apprenticeship and Training Act
13. Inspection of Employment Records Law

Contractors and grantees must also certify compliance with Unemployment Compensation tax requirements and Workers' Compensation insurance requirements.

To ensure compliance with these statutes, Contractors and Grantees will be required to submit the Worker Protection and Investment Certification Form BOP-2201 in response to all procurement solicitations (invitations for bids, requests for proposals, requests for quotes, emergency procurements and sole source procurements) and grant applications and or requests for applications for grants. Contracts and grants will not be executed with prospective contractors or grantees until such certification form is received.

In addition, the Pennsylvania Department of Labor and Industry has created a public list of businesses that have been found to be non-compliant with Pennsylvania state labor and workforce safety law which will be published on its public-facing website. Agencies are required to ensure that prospective contractors or grantees are not on the list prior to awarding any contract or grant. Contractors and grantees who appear on the list can be removed by remedying their statutory noncompliance. Contact information for addressing compliance status is available on the list website.

These requirements of the Executive Order are currently in effect. Questions should be directed to the contracting or granting agency.



BOROUGH OF PERKASIO

MEMORANDUM

September 27, 2022

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

From Jeffrey Tulone, Public Works Director

Jeffrey Tulone

RE: Additional Funds

I would like to get an additional \$600 dollars to purchase this year's trash Bags. The Refuse budget line item 05.427.227 is for \$21,000. The Lowest Responsible bidder Central-Poly came in with a quote of \$21,600. This is for the purchase of 800 large green bags.



Borough of Perkasio

P. O. Box 96 620 W. Chestnut St.
Perkasio, Pennsylvania 18944

(215)257-5065
Fax (215)257-7673

Purchasing Quote Form

(Purchases \$4,001 to \$21,900)

It is Borough Policy that you are required to obtain a minimum of 3 quotes (or state contract) to purchase any items from \$4,000 to \$20,099. Each department head will be responsible to approve this form for any purchases within these parameters. The quotes may be email, verbal via the phone or written. Please record any pertinent information here and attach this form to the Purchase Order.

Description of Product or Service to be quoted: **BOROUGH LARGE TRASH BAGS 80,000 BAGS 400 CASES**

<u>Company Name</u>	<u>Contact Name</u>	<u>Phone Number</u>	<u>Price Quote</u>
Central Poly	Nicole Lawson	908.862.7570	\$21,600.00 LRB
All American Poly	Nikki Bassel		\$26,400.00
Tri-cor Flexible Packaging	Sales	973-940-1500	No Quote returned

Additional Comments or Notes



BOROUGH OF PERKASIE

620 W. Chestnut Street
PO Box 96
Perkasie, Pa. 18944-0096

(215) 257-5065
Fax (215) 257-6875

PRICING QUOTE
CENTRAL POLY - BAG CORP.
2400 BEDLE PLACE
LINDEN, NJ 07036

COMPANY NAME _____

Authorizing Signature _____

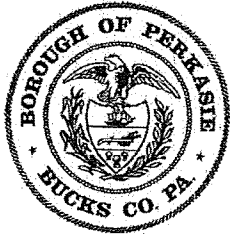
Date 9/14/22

Large Trash Bags: 16" [w] X 14" [g] X 37" [L] .003 [3.0 mil], dark green opaque film, printed 1C/1S, on rolls [3" cores], 200/rl [including 6" minimum ties]. Delivered to Perkasio Borough.

Order Quantity: 80,000 bags [400 cases] per order

Price Per Bag \$ 0.27

Total Quote Price \$ 21,600⁰⁰



BOROUGH OF PERKASIE

620 W. Chestnut Street
PO Box 96
Perkasie, Pa. 18944-0096

(215) 257-5065
Fax (215) 257-6875

PRICING QUOTE

COMPANY NAME All American Poly

Authorizing Signature *Nikki Bassell*

Date 9/16/2022

Large Trash Bags: 16" [w] X 14" [g] X 37" [L] .003 [3.0 mil], dark green opaque film, printed 1C/1S, on rolls [3" cores], 200/rl [including 6" minimum ties]. Delivered to Perkasio Borough.

Order Quantity: 80,000 bags [400 cases] per order

Price Per Bag \$ 0.33

Total Quote Price \$ 26,400.00

LENNAR[®]

P H I L L Y M E T R O

September 27, 2022

Perkasie Borough
620 West Chestnut Street
Perkasie, PA 18944
Attn: Andrea Coaxum, Township Manager

Dear Andrea,

On behalf of Lennar I would like to inform you that we have completed the latest punch list from Gilmore & Associates dated August 29, 2022 and are requesting complete reduction of the Site Performance Bond and Final Dedication of the Community as all bonded site improvements have been satisfactorily installed.

Lennar would like to offer for dedication the following to the Borough:

1. All Community Roadways; Hidden Meadow Drive, Connor Lane, Juliana Way, and Daniella Circle.
2. All Stormwater easements.
3. The Area along North Main Street between the Legal Right of Way & the Ultimate Right of Way.

Lennar wishes Perkasie Borough to retain, from the final bond reduction, the amount needed for the 18-month Maintenance Bond.

Please add our request for dedication to the agenda at the October 2022 Borough Council Meeting.

Thank you very much,

Ario Rivera

Ario Rivera,
Land Development Manager – Lennar Philly Metro

Cc:
Doug Rossino – Gilmore & Associates - Borough Engineer
Debbie Sergeant – Perkasie Borough
Perkasie Borough Executive Admin
Jeff Garton – Borough Counsel
Dan Stewart - Lennar



September 29, 2022

File No. 14-04048

Debbie Sergeant
Code Enforcement Administrator
Borough of Perkasio
620 West Chestnut Street
P.O. Box 96
Perkasie, PA 18944

Reference: Final Site Punch List - Complete
Hidden Meadow Subdivision

Dear Debbie:

Pursuant to the Developer's request, a representative from Gilmore & Associates, Inc. (G&A) visited Hidden Meadow Subdivision over the last several weeks and verified that all prior on-site punch list items have been addressed to the satisfaction of the Borough and ready for dedication. However, prior to the recording of the Deed of Dedication with the Bucks County Recorder of Deeds Office, the Developer shall address the following administrative items to the satisfaction of the Borough:

1. As noted during the Building Permit Plan review for Lot 16, the distance of the rear lot line (80.00') is incorrect on the Legal Description for Lot 16 and the Record Plans and shall be 80.67', as noted on the As-Constructed BLDG Plan for Lot 16. The Legal Description and Record Plans shall be revised, approved by our Office, re-recorded, as required by the Borough Solicitor, and proof of recording provided to the Borough and our Office.
2. Payment shall be made to the Borough by the Developer for all outstanding legal and engineering invoices.

Once the above items have been completed to the Borough's satisfaction, the project may be closed and enter into the 18-Month Maintenance Period. Then, the Developer shall, for eighteen (18) months from the recording of the Deed of Dedication, repair any defects in the structural integrity of the Improvements dedicated to the Borough or in the functioning of the Improvements dedicated to the Borough in accordance with the design and specifications depicted on the final plat.

This letter shall also confirm that there are no encroachments on any of the properties to be dedicated to the Borough.

If you have any questions regarding the above, please contact this office.

Sincerely,

Douglas C. Rossino, P.E.
Gilmore & Associates, Inc.
Borough Engineers

65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

DCR

cc: Andrea L. Coaxum, Borough Manager
Megan McShane, Executive Assistant
Jeffrey Tulone, Public Works Director
Lennar, Owner/Applicant
Stephen Mansfield, Mansfield Development LLC
John Curtin III, JSM Development Consulting LLC
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

RESOLUTION 2022-48

BE IT RESOLVED, by authority of the Borough Council
of the Borough of Perkasio, Bucks
County, and it is hereby resolved by authority of the same, that the Borough Manager
of Borough of Perkasio be authorized and directed to submit
the attached Traffic Signal Maintenance Agreement, to submit future modifications to the attached
Traffic Signal Maintenance Agreement, and to submit future Applications for Traffic Signal
Approval either in writing or via electronic signature, to the Department of Transportation and to
sign this Agreement on behalf of Borough of Perkasio.

Attest: Borough of Perkasio

_____	_____	By: _____	_____
Signature	Date	Signature	Date
<u>Secretary</u>	_____	<u>Council President</u>	_____
Title	_____	Title	_____

I, Andrea Coaxum, Secretary
(Name) (Official title)
of the Perkasie Borough Council, do hereby certify that the
(Name of governing body and Municipality)

foregoing is a true and correct copy of the Resolution legally adopted at the meeting held
the 3rd day of October, 2022.

(SEAL)

AGREEMENT NO.: _____

EFFECTIVE DATE: _____

**COMMONWEALTH AND MUNICIPAL
TRAFFIC SIGNAL MAINTENANCE AGREEMENT**

This Commonwealth and Municipal Traffic Signal Maintenance Agreement (“Agreement”) is made between the Commonwealth of Pennsylvania, Department of Transportation (“PennDOT”)

and

Borough of Perkasie
_____, a political subdivision in the County of
Bucks _____, Pennsylvania, by acting through its proper official (“Municipality”).

BACKGROUND

This Agreement is pursuant to 74 Pa.C.S. Chapter 92 (relating to traffic signals) and 75 Pa.C.S. § 6122 (relating to authority to erect traffic control devices) to define maintenance requirements for all traffic signals within the Municipality.

Local authorities are required to obtain the approval of PennDOT prior to erecting any traffic signal pursuant to 75 Pa.C.S. § 6122(a)(2). Local authorities are responsible for the installation, revision, maintenance, operation and removal of traffic signals on highways under their jurisdiction with written PennDOT approval pursuant to 67 Pa. Code § 212.5(c)(1). The Municipality is a local authority having the authority to enact laws relating to traffic pursuant to the definition in 75 Pa.C.S. § 102.

The Municipality is required to enter into an agreement with PennDOT to properly maintain and time traffic signals for critical corridors pursuant to 74 Pa.C.S. § 9202(b). The Municipality may enter into an agreement with PennDOT to properly maintain and time traffic signals for designated corridors pursuant to 74 Pa.C.S. § 9202(a). An agreement is required as a condition of eligibility for financial assistance out of the Motor License Fund to replace, synchronize, time, operate, and maintain traffic signals pursuant to 75 Pa.C.S. § 9511(e.1)(5).

Traffic signal equipment is installed to serve a specific purpose through a distinct mode of operations.

PennDOT and the Municipality share a common interest in facilitating the safe and efficient management of traffic flow on a daily basis as well as during incidents.

The parties agree, with the intent to be legally bound, to the following:

1. **Defined Terms.** In addition to the terms defined elsewhere in this Agreement, as used in this Agreement, the terms set forth below shall have the respective meanings set forth below.
 - a. **Maintenance** means preventative, periodic, and emergency work (including by contract), as described in this Agreement. The definition shall include all work forms and tenses (including, but not limited to, maintain, maintained, and maintaining).
 - b. **Personally Identifiable Information** means individual's name, address, photograph, social security number, driver identification number, photograph, medical or disability information, or a combination of that information, as per 18 U.S.C. § 2725(3), the Breach of Personal Information Notification Act, 73 P.S. § 2301, et seq., Commonwealth IT Policy ITP-SEC019 (Policy and Procedures for Protecting Commonwealth Electronic Data), and the applicable OPD documents publicly available at: <https://www.oa.pa.gov/Policies/Pages/itp.aspx>.

- c. **Traffic Control Devices** means geometric features, signs, signals, pavement markings, pedestrian accommodations, and other items associated with traffic control devices.
 - d. **TSAMS** means Traffic Signal Asset Management System and is the preferred method for electronic record keeping.
 - e. **Traffic Signal** means an electronically operated traffic control device that facilitates the orderly movement of traffic (including, without limitation, traffic control signals, pedestrian signals, flashing beacons, emergency vehicle access signals, lane-use control signals, ramp metering signals, school warning systems, and in-roadway lights). The useful life of traffic signal equipment is defined as the time from installation until it is either removed or replaced with signal equipment or other traffic control device(s) which better serves the need of the intersection.
 - f. **Traffic Signal Permit** means a document issued by PennDOT, which:
 - i. approves installation of the Traffic Signal;
 - ii. captures some basic information such as who the permit is issued to, the hours that the Traffic Signal will be on flash, the type of controller mounting, and the permittee's responsibilities; and
 - iii. contains information about the operation of the Traffic Signal, the placement of signal equipment, signing, and markings, and a signal plan sheet showing a scaled drawing of the intersection with the approved Traffic Signal and other associated traffic control devices (such as signal structures, vehicular and pedestrian signal heads, controller, traffic detectors, traffic signs and any sign structures, pavement markings, pedestrian curb ramps).
2. **Applicability.** This agreement applies to all traffic signals in the Municipality for which a Traffic Signal Permit has been issued by PennDOT. Traffic Signals shall remain subject to this Agreement in perpetuity unless and until the Traffic Signal Permit is cancelled by PennDOT. A record of Traffic Signal Permits is maintained electronically by PennDOT and may be accessed at any time by the Municipality.
3. **Ownership of Traffic Signals and Maintenance Requirements.**

a. **Ownership.**

- i. Title to all Traffic Signal installations shall vest in the Municipality, unless PennDOT has indicated otherwise through publication in the Pennsylvania Bulletin pursuant to 74 Pa.C.S. § 9202(i)(1).
- ii. When a new Traffic Signal is constructed, ownership of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period. PennDOT will confirm end of the thirty- (30-) day test period in writing.
- iii. When a Traffic Signal is modified, ownership of the modified elements of the Traffic Signal transfers to the Municipality upon end of the thirty- (30-) day test period in writing. Traffic Signal appurtenances that are not modified as part of the work remain under ownership of the Municipality.
- iv. All items associated with the Traffic Control Device are the Municipality's responsibility, as documented on the Traffic Signal Permit issued by PennDOT. Longitudinal pavement markings on state highways are the responsibility of PennDOT and will be maintained by PennDOT.
- v. The Municipality shall, at its own expense, operate the Traffic Signals in accordance with the permit(s) issued by PennDOT.

b. **Preventative and Response Maintenance.**

- i. The Municipality shall provide preventative and response Maintenance at its own expense, for all Traffic Signals owned by the Municipality in order to provide the Maintenance program described in this Agreement.
- ii. The required preventative and response Maintenance functions shall be provided in the manner indicated in Exhibit A, attached to and made part of this Agreement.
- iii. The Municipality agrees that the provisions of Exhibit B, attached to and made a part of this Agreement, shall apply if either Maintenance function is performed using municipal personnel.
- iv. If the Municipality employs a contractor to perform either Maintenance function, the Municipality agrees to submit the name and address of the contractor to PennDOT using the form in Exhibit C, attached to and made part of this Agreement, together with a copy of the agreement between the

contractor and the Municipality. The Municipality shall submit a revised Municipal Contact Form (Exhibit C) within thirty (30) days of any changes to the information contained on the form. The form shall be submitted to the attention of the District Traffic Engineer within the PennDOT Engineering District encompassing the Municipality, or in such other format as prescribed by PennDOT. The use of a contractor does not relieve the Municipality of any obligations of this Agreement.

c. Maintenance Records.

- i. The Municipality agrees to prepare and retain an accurate record of the preventative and response Maintenance activities performed on Traffic Signals owned by the Municipality in accordance with the provisions of Exhibit D, attached to and made part of this Agreement.
- ii. The Municipality shall make Maintenance records available at all reasonable times for inspection by PennDOT.

4. Failure to Perform Maintenance. If the Municipality fails to fulfill its responsibilities as described herein, PennDOT shall provide written notice pursuant to 74 Pa.C.S. § 9202(e). If the Municipality failed to meet the requirements of the written notice, PennDOT may take action to correct the deficiencies and may deduct the actual costs of correcting the deficiencies from the Municipality's liquid fuels payments pursuant to 74 Pa.C.S. § 9202(g). Performance of the Maintenance services by PennDOT in the Municipality's stead shall not relieve the Municipality of its responsibility for continued Maintenance of Traffic Signals. If the Traffic Signal was installed or improved using state or federal funds, federal- and/or state-aid participation may be withheld on all future projects until the Municipality demonstrates to PennDOT and the Federal Highway Administration that all required Maintenance and operation services are being provided by the Municipality without the necessity of PennDOT performing duties herein described as being the responsibility of the Municipality.

5. **Notices.** Notices sent by PennDOT to the Municipality relating to Traffic Signals will be sent by regular mail, facsimile, e-mail, or delivery in person to the address of the nonemergency contact provided on the form in Exhibit C.

6. **Application for Traffic Signal Permits.** A signed Traffic Signal Application Form TE-160, see attached Exhibit E, attached to and made part of this Agreement, shall be submitted by the Municipality in accordance with the form and instructions provided by PennDOT, and a Traffic Signal Permit must be issued by PennDOT, before any work can begin on any new Traffic Signal or modification to an existing Traffic Signal. If PennDOT approves a new Traffic Signal after a traffic engineering study and engineering judgment indicates the need, the Traffic Signal shall be installed, owned, operated, and maintained in accordance with this Agreement. PennDOT may direct appropriate alterations to the design or operation (including, but not limited to, hours of operation) of the Traffic Signal, or require removal of the Traffic Signal, if traffic conditions or other considerations necessitate alteration or removal. The Municipality is responsible for the obtaining approval for installation of Traffic Signal appurtenances outside highway right-of-way. Traffic Signals installed using Liquid Fuels Tax funds must conform to PennDOT specifications as set forth in the current Publication 408, supplements and Standard Drawings.

7. **Highway Occupancy Permits.** Section 441.3 of Title 67 of the Pennsylvania Code (67 Pa. Code, Chapter 441) stipulates that a highway occupancy permit is required from the Department prior to the construction or alteration of any driveway, local road, drainage facility, or structure within state highway right-of-way; or connection to or alteration of a PennDOT drainage facility. The Municipality shall submit for a Highway Occupancy Permit whenever embankment removal, curbing and/or sidewalk, drainage structures, changes in highway geometry, pavement widening, or installation of additional lanes are performed within the right-of-way of any state highway. Additional requirements and guidance are defined within Publication 441 (*see* Chapter 441, i.e., “Access to and Occupancy of Highways by Driveways and Local Roads”).

8. **Remote Communications and Operations.**

- a. **Virtual Private Network.** Communications (including field-to-field and field-to-network) access shall be provided through PennDOT’s virtual private network (“VPN”). The Municipality may request user credentials, which may be provided on a case-by-case basis at PennDOT’s discretion.
 - b. **System Equipment Cabinet.** Access to the on-site equipment cabinet housing connections to PennDOT’s VPN shall be restricted (by key, access badge, or otherwise). The Municipality may request access, which may be provided at the PennDOT’s discretion. PennDOT may establish minimum qualifications for Traffic Signal technicians to have access.
 - c. **Traffic Signal System Monitoring.** The Municipality agrees to permit PennDOT to monitor traffic conditions using Traffic Signal equipment within the boundaries of the Municipality during times of normal traffic flow and during times of an incident. PennDOT during signal monitoring will suggest traffic signal timing adjustments to the Municipality in order to improve normal traffic flow. Traffic signal timings suggested to improve normal traffic flow can be implemented remotely by either PennDOT or the Municipality upon mutual acceptance of new timings.
 - d. **Incident Management.** In the event of an incident, the Municipality agrees to allow PennDOT to implement revised traffic signal timing and phasing plans at any Traffic Signal subject to this agreement. PennDOT will contact the Municipality prior to the implementation of revised traffic signal timing and phasing plans. Upon clearance of incident, PennDOT will return affected Traffic Signals to operate as reflected on the approved Traffic Signal Permit. Upon resumption of normal operations, PennDOT will notify the Municipality. Notification under this section from PennDOT to the Municipality will be to the emergency contact identified in Exhibit C.
9. **Data Ownership.** All data generated by the Traffic Signal equipment shall be jointly owned by PennDOT and the Municipality. PennDOT or the Municipality may share data with third parties for the purpose of providing traveler information. PennDOT and the

Municipality have the obligation to protect any Personally Identifiable Information collected in accordance with the applicable laws and regulations.

10. **Engineering Studies and Ordinances.** The Municipality shall comply with the study and ordinance requirements of 75 Pa.C.S. § 6109.

11. **Save Harmless.** The Municipality agrees that it will indemnify, save harmless and defend (if requested) PennDOT, its agents, representatives and employees, from all suits, actions or claims of any character name or description, damages, judgments, expenses, attorney's fees and compensation arising out of personal injury, death or property damage, sustained or alleged to have been sustained in whole or in part by any and all persons whatsoever, as a result of or arising out of any act, omission, neglect or misconduct of the Municipality, its officers, agents, contractors or employees, during the performance of its obligations under this Agreement and thereafter. This provision shall not be construed to limit the Municipality in asserting any rights or defenses. Additionally, the Municipality shall include in any contracts into which it enters for Maintenance, operation, or inspection of the traffic control device this same obligation to indemnify PennDOT and its officers, agents, and employees; and it shall require its contractor(s) to provide public liability insurance coverage, naming PennDOT and the Municipality as additional insureds for bodily injury, including death and property damage, in the minimum amounts of \$500,000 per person, \$1,000,000 per occurrence, it being the intention of parties to have the contractor fully insure and indemnify PennDOT and the Municipality.

12. **Required Commonwealth Provisions.** The Municipality shall comply with the following required Commonwealth provisions. As used in these provisions, "Contractor" refers to the Municipality:

- a. **Commonwealth Nondiscrimination/Sexual Harassment Clause.** The current version of the Commonwealth Nondiscrimination/Sexual Harassment Clause, attached as Exhibit F.
- b. **Contractor Integrity Provisions.** The current version of the Contractor Integrity Provisions, attached as Exhibit G.

- c. **Provisions Concerning the Americans with Disabilities Act.** The current version of the Commonwealth Provisions Concerning the Americans with Disabilities Act, attached as Exhibit H.
 - d. **Contractor Responsibility Provisions.** The current version of the Commonwealth Contractor Responsibility Provisions, attached as Exhibit I.
- 13. **Right-to-Know Law.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this Agreement. Therefore, this Agreement is subject to, and the Grantee shall comply with, the clause entitled Contract Provisions—Right to Know Law, attached as Exhibit J and made a part of this Agreement. As used in this exhibit, the term “Contractor” refers to the Grantee.
- 14. **Form TE-160 Application for Traffic Signal Approval.** Applications for traffic signals shall follow the process as specified in PennDOT Publication 46. As part of this process, the Municipality shall submit via writing recommended changes to the existing traffic signals, or request to remove an existing Traffic Signal or install a new Traffic Signal using Form TE-160, attached as Exhibit E, along with all supporting studies and documentation for PennDOT review and approval.
- 15. **Amendments and Modifications.** No alterations or variations to this Agreement shall be valid unless made in writing and signed by the parties, except as otherwise provided in this Agreement. Amendments to this Agreement shall be accomplished through a formal written document signed by the parties with the same formality as this Agreement.
- 16. **Titles Not Controlling.** Titles of paragraphs are for reference only and shall not be used to construe the language in this Agreement.
- 17. **Severability.** The provisions of this Agreement shall be severable. If any phrase, clause, sentence or provision of this Agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or the laws of the Commonwealth, or the applicability thereof to any government, agency, person or circumstance is held invalid, the validity of

the remainder of this Agreement and the applicability thereof to any government, agency, person or circumstance shall not be affected thereby.

18. **No Waiver.** Either party may elect not to enforce its rights and remedies under this Agreement in the event of a breach by the other parties of any term or condition of this Agreement. In any event, the failure by either party to enforce its rights and remedies under this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other term or condition of this Agreement.
19. **Independence of the Parties.** This Agreement is not intended and shall not be construed to, in any respect, create or establish the relationship of partners between the Municipality and PennDOT, or to constitute PennDOT as the representative or general agent of the Municipality for any purpose whatsoever.
20. **Assignment.** This Agreement may not be assigned by the Municipality, either in whole or in part, without the written consent of the Commonwealth.
21. **No Third-Party Beneficiary Right.** This Agreement does not create or confer any rights in or on persons or entities not a party to this Agreement.
22. **Force Majeure.** Neither party shall be liable for failure to perform under this Agreement if the failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include, but are not limited to, acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision shall become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes all reasonable steps to minimized delays. This provision shall not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.
23. **Integration and Merger.** This Agreement, when executed, approved and delivered, shall constitute the final, complete and exclusive Agreement between the parties containing all

the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement unless specifically accepted by any other term or provision of this Agreement. No conditions precedent to the performance of this Agreement exist, except as expressly set forth in this Agreement.

24. **Repeals.** Upon execution of this Agreement, any other existing agreements between PennDOT and the Municipality relating to the Maintenance of Traffic Signals are superseded and repealed, and any such Traffic Signals shall be subject to the terms of this Agreement.

[The remainder of this page is intentionally left blank.]

The parties have executed this Agreement to be effective as of the date of the last signature affixed below.

Attest:

Municipality

Signature Date

Signature Date

Andrea Coaxum

Printed Name

Printed Name

Borough Manager

Title

Title

Please attach a resolution providing proof of signature authority for the signer to sign on behalf of the Municipality, Authority or other governmental entity. Signers need to indicate titles and date signatures.

COMMONWEALTH OF PENNSYLVANIA

DEPARTMENT OF TRANSPORTATION

Secretary or Designee

Date

APPROVED AS TO FORM AND LEGALITY:

BY _____

Office of Chief Counsel

Date

Preapproved Form: OGC No. 18-FA-81.0

OAG Approved 8/17/2021

PREVENTATIVE AND RESPONSE MAINTENANCE REQUIREMENTS

PREVENTATIVE MAINTENANCE

Municipality or its contractor shall provide preventative maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required preventative maintenance activities/scheduling intervals for each of the various traffic signal components. Provide preventative maintenance as specified in Publication 191 to keep the intersection control equipment and signals in mechanically, structurally and aesthetically good condition.

RESPONSE MAINTENANCE

Municipality or its contractor shall provide response maintenance for individual components of each traffic signal installation covered by this Agreement. PennDOT Publication 191 identifies the required response intervals and repair intervals for each of the various traffic signal components. Provide response maintenance as specified in Publication 191 to restore a traffic signal system to proper and safe operation. Includes Emergency (Temporary) Repair and Final Repair.

FINAL REPAIR:

Repair or replace failed equipment to restore system to proper and safe operation in accordance with permit and within response intervals and repair intervals as specified in Publication 191.

EMERGENCY (TEMPORARY) REPAIR:

Use alternative means or mode to temporarily restore system to safe operation within response intervals and repair intervals as specified in Publication 191. Final repairs must then be completed within time intervals as specified in Publication 191.

SIGNAL MAINTENANCE ORGANIZATION

PERSONNEL CLASSIFICATIONS

In order to properly maintain the traffic signal equipment covered by this agreement, Municipality agrees to provide, as minimum, the following staff throughout the useful life of the equipment. Municipality agrees to abide by all guidance provided in PennDOT Publication 191 related to minimum requirements for each position as follows:

Traffic Engineer – Administrative position with prime responsibility for proper operation of traffic signal equipment. Supervises and plans activities of Signal Technicians and Signal Specialists to ensure adequate preventative and response maintenance programs.

Signal Specialist – Responsible for the diagnostics and repair of all traffic signal equipment including solid state equipment.

Signal Technician – Responsible for the operation and maintenance of traffic signals and all associated equipment.

TRAINING

Municipality agrees to secure training in order to upgrade the ability of its present staff to properly perform the required maintenance functions. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

BUDGET REQUIREMENTS

Municipality agrees to provide, in its annual operating budget, dedicated funds which are sufficient to cover the cost of the personnel, training, contractors (if utilized) and specialized maintenance equipment which are required, by virtue of this agreement. Municipality agrees to abide by all guidance provided in PennDOT Publication 191.

MUNICIPAL CONTACT INFORMATION

Non – Emergency Municipal Contact Information

Name of Municipality: Borough of Perkasio
Municipal Address: 620 W Chestnut St, Perkasio, PA 18944
Municipal Phone Number: (215) 257-5065 Alternate Phone Number: _____
Municipal Contact Person: Andrea Coaxum Title: Borough Manager
E-mail Address: manager@perkasioborough.org
Municipal Hours of Operation: Mon-Fri 8am-4pm (closed 12-1pm)
Preferred Method of Contact: Phone E-Mail

Emergency Municipal Contact Information

Emergency Contact Person: Andrea Coaxum Title: Borough Manager
Municipal Phone Number: (215) 257-5065 Alternate Phone Number: _____
E-mail Address: manager@perkasioborough.org
Preferred Method of Contact: Phone E-Mail

Maintenance and Operation Information

Preventative Maintenance performed by:
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
Response Maintenance performed by:
 Municipal Personnel Municipal Contractor Municipal Personnel & Contractor
Maintenance and Operations Contractor Contact Name: Fred Herb
Company/Organization: Armour & Sons, Inc.
Phone #: (215) 943-4400 Alt Phone #: _____
E-mail: fred@armourandsons.com

RECORDKEEPING

Accurate and up-to-date recordkeeping is an essential component of a good traffic signal maintenance program. Municipality shall prepare, retain, and make available to PennDOT, on request, a record of all preventive and response maintenance activities performed on the traffic signal equipment covered by this agreement.

Municipality shall establish a separate file for each traffic signal installation and keep its records in TSAMS or on other forms prescribed by PennDOT in Publication 191.

At a minimum, the following records shall be kept by the Municipality or its contractor for each intersection.

Master Intersection Record

List of all maintenance functions performed at the intersection, which should be updated within one day of the activity but no more than one week later

Response Maintenance Record

A log recording the location, date, time, caller, receiver and complaint received, maintenance personnel, time dispatched, trouble found, and time cleared

Preventive Maintenance Record

A log for each preventative maintenance service that includes the date, tasks performed, and signatures of personnel performing the work

APPLICATION FOR TRAFFIC SIGNAL APPROVAL

PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK

A – Maintenance and Operation Information

- Municipality has an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Issuance of a new or revised permit amends Municipality's signal list in TSAMS.
- Municipality does not have an existing Traffic Signal Maintenance Agreement covering all signals in the municipality. Traffic Signal Maintenance Agreement must be completed, executed by the municipality, and attached to this application.

B – Application Description

PennDOT District: _____ County: _____ Municipality: _____

Location (Intersection): _____

Traffic Control Device is: NEW Traffic Signal EXISTING Traffic Signal, permit # _____

Type of Device (select one): Traffic Control Signal (MUTCD Section 4D, 4E, 4G)
 Flashing Beacon (MUTCD Section 4L) School Warning System (MUTCD Section 7B)
 Other _____

Is Traffic Signal part of a system? Yes No System Number (if applicable): _____

If YES, provide locations of all signalized intersections in system.

Explain the proposed improvements.

C – Attachments Listing

- | | | |
|---|---|---|
| <input type="checkbox"/> Municipal Resolution | <input type="checkbox"/> Location Map | <input type="checkbox"/> Traffic Volumes/Pedestrian Volumes |
| <input type="checkbox"/> Letter of Financial Commitment | <input type="checkbox"/> Photographs | <input type="checkbox"/> Turn Lane Analysis |
| <input type="checkbox"/> Warrant Analysis | <input type="checkbox"/> Straight Line Diagram | <input type="checkbox"/> Turn Restriction Studies |
| <input type="checkbox"/> Crash Analysis | <input type="checkbox"/> Capacity Analysis | <input type="checkbox"/> Municipal Contact Information |
| <input type="checkbox"/> Traffic Signal Study | <input type="checkbox"/> Traffic Impact Study (TIS) | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Condition Diagram | | |

D – Applicant (Municipal) Certification

The applicant desires to own, operate, and maintain the traffic control device in the location identified above; and the Vehicle Code requires the approval of the Department of Transportation ("Department") before any traffic signals may be legally erected or modified. Applicant agrees to own and maintain the traffic signal in accordance with the Traffic Signal Maintenance Agreement executed between Municipality and the Department, dated _____.

By (Signature): _____ Date: _____

Printed Name of Municipal Authorized Official: _____

Title of Signatory: _____

DEPARTMENT USE ONLY

County: _____ Engineering District _____

Department Tracking #: _____ Initial Submission Date: _____

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

- 1.** In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
- 2.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
- 3.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 4.** Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5.** The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
- 6.** The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- 7.** The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Exhibit F



Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII* of the *Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8.** The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
- 9.** The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10.** The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Exhibit F



CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
2. In furtherance of this policy, Contractor agrees to the following:
 - a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3)** had any business license or professional license suspended or revoked;
 - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

Exhibit G



- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.



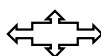
PROVISIONS CONCERNING THE *AMERICANS WITH DISABILITIES ACT*

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth of Pennsylvania (Commonwealth).

During the term of this agreement, the contractor agrees as follows:

1. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 et seq., the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of paragraph 1.

EXHIBIT H



Contractor Responsibility Provisions

(December 2020)

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term Contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- 1.** The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- 2.** The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- 3.** The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- 4.** The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- 5.** The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 6.** The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

Exhibit I

Contract Provisions – Right to Know Law

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Contract. For the purpose of these provisions, the term “the Commonwealth” shall refer to the contracting Commonwealth agency.

- b. If the Commonwealth needs the Contractor’s assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

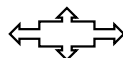
- c. Upon written notification from the Commonwealth that it requires the Contractor’s assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Contractor shall:
 1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor’s possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth’s determination.

- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor’s failure, including any statutory damages assessed against the Commonwealth.

EXHIBIT J

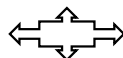


g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

EXHIBIT J



Borough of Perkasio

Calendar Year 2022

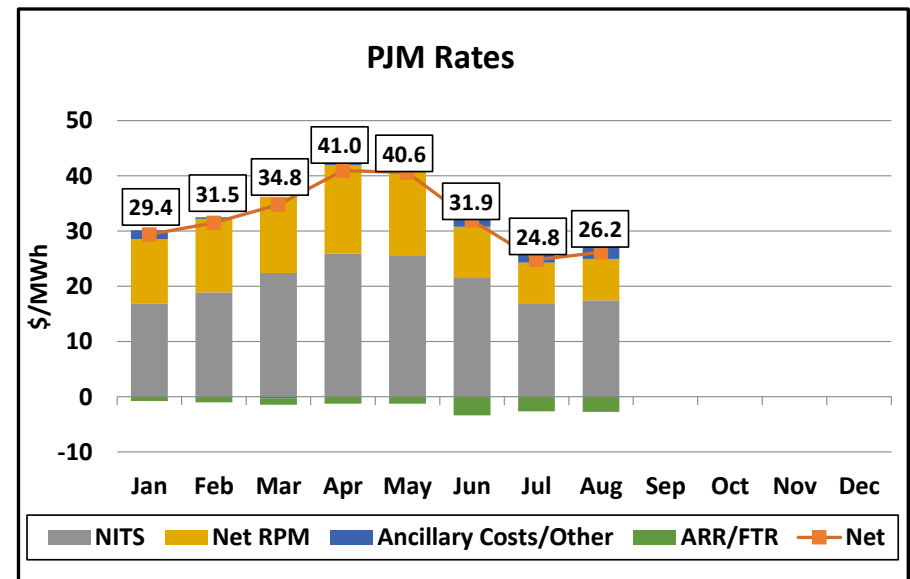
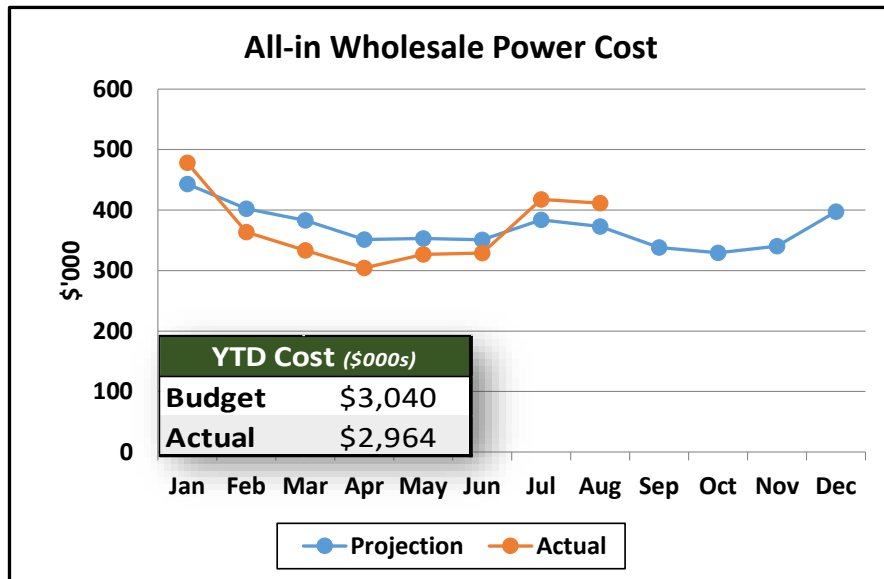
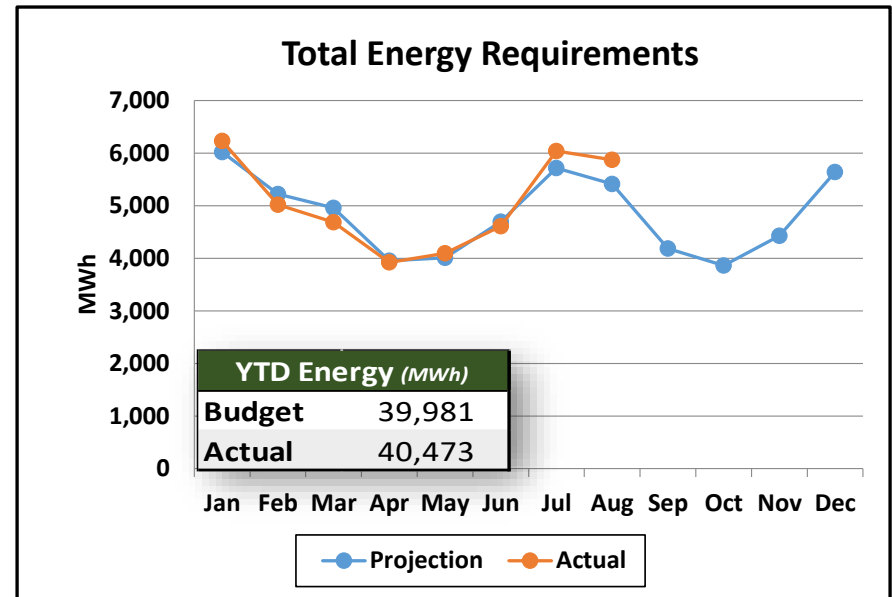
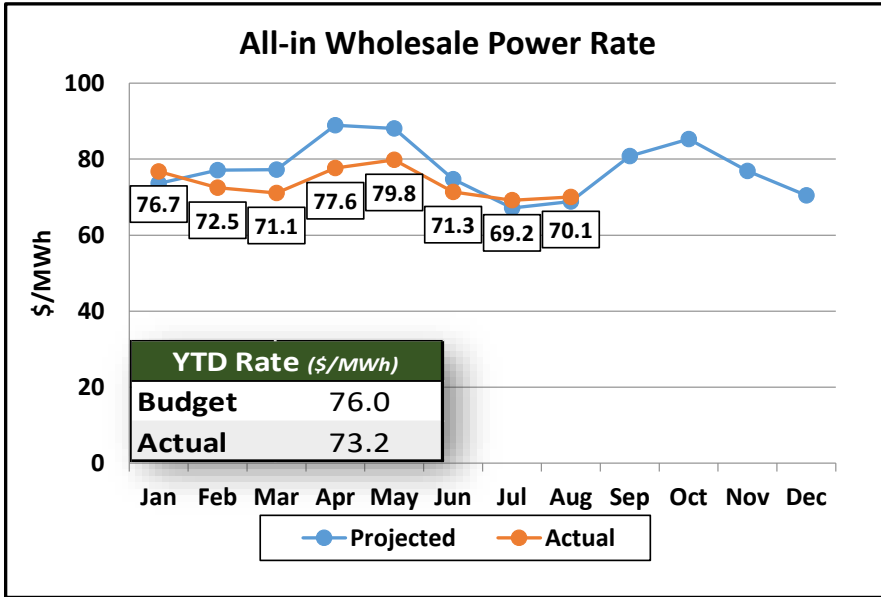


Wholesale Power Cost Summary

August 2022



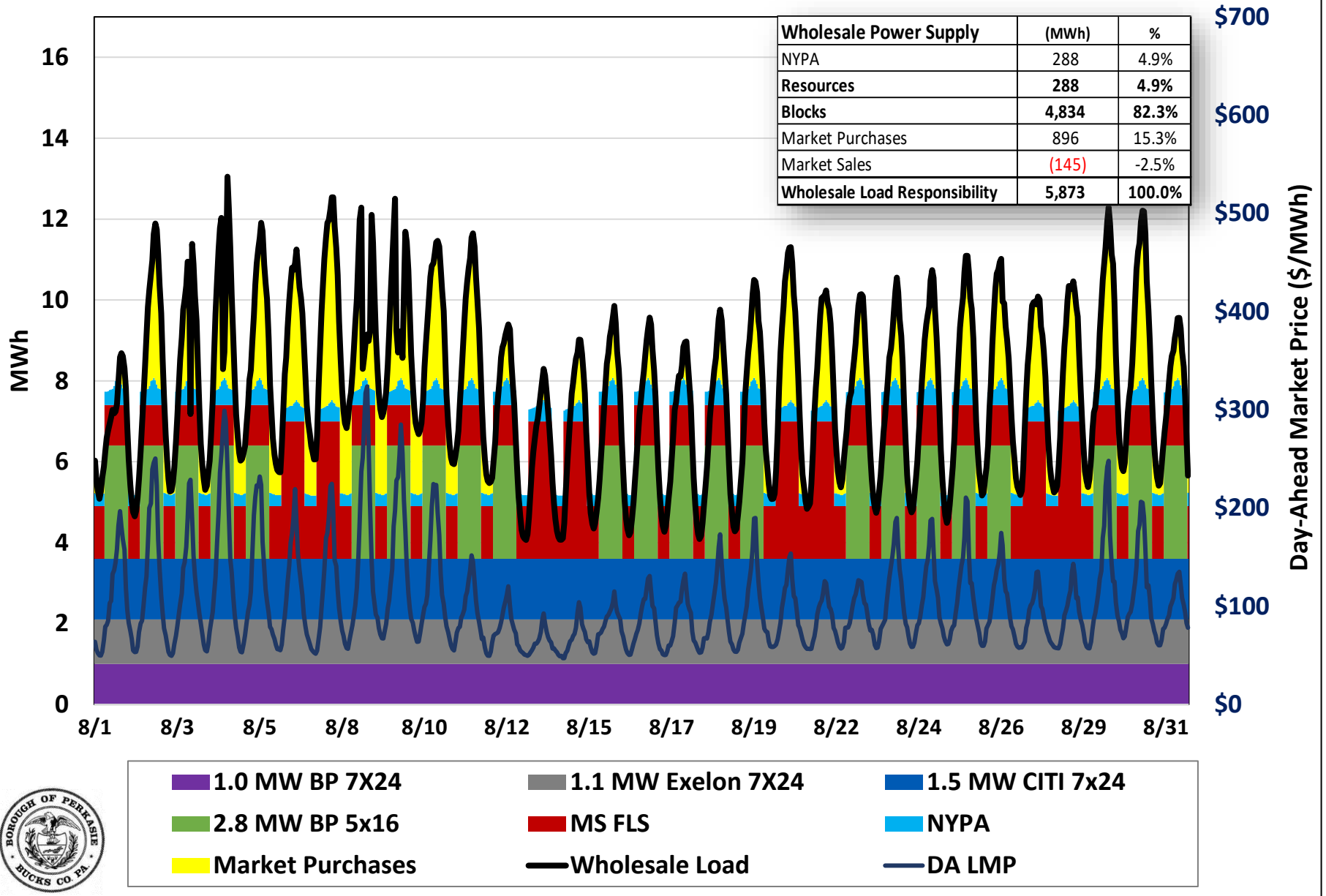
2022 Year to Date Wholesale Power Summary



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)	(\$/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	-	\$39.69	-	\$34.27	-	\$21.12	-	\$40.54	-	\$38.79	-	\$1.49	-	\$80.82	-	
Oct-22	\$23.86	-	\$41.10	-	\$25.17	-	\$23.28	-	\$41.81	-	\$41.97	-	\$1.51	-	\$85.28	-	
Nov-22	\$25.48	-	\$39.44	-	\$28.84	-	\$27.70	-	\$38.70	-	\$36.68	-	\$1.48	-	\$76.86	-	
Dec-22	\$23.92	-	\$40.68	-	\$29.04	-	\$28.37	-	\$40.12	-	\$28.92	-	\$1.44	-	\$70.48	-	
YTD	\$25.52	\$30.65	\$39.59	\$36.38	\$34.21	\$109.95	\$25.10	\$49.63	\$39.46	\$40.30	\$35.12	\$31.66	\$0.02	\$1.28	\$76.04	\$73.24	(\$2.80)

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 Perkasi

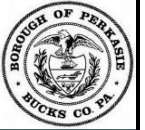


2022 Year to Date Summary

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	-	0%	269	-	(459)	-
Oct-22	277	-	0%	86	-	(498)	-
Nov-22	267	-	0%	230	-	(246)	-
Dec-22	277	-	0%	295	-	(401)	-
YTD	2,097	2,573	79%	2,429	2,958	(2,844)	(3,351)

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



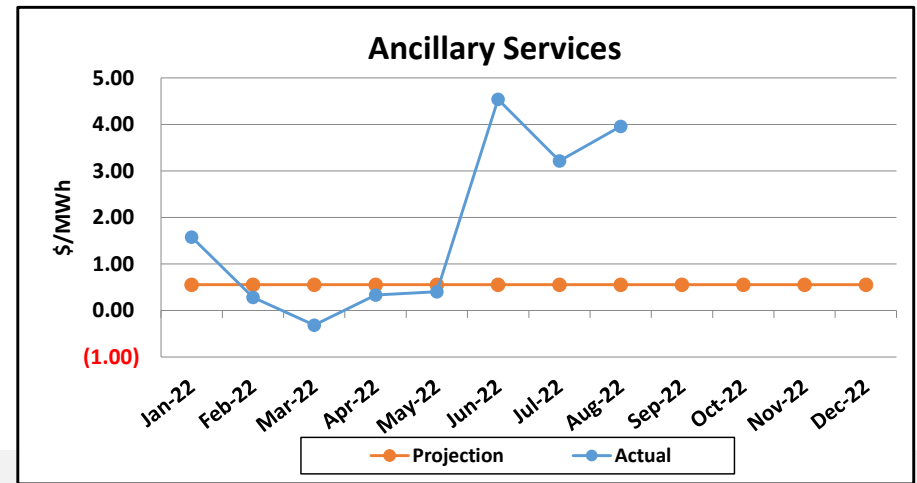
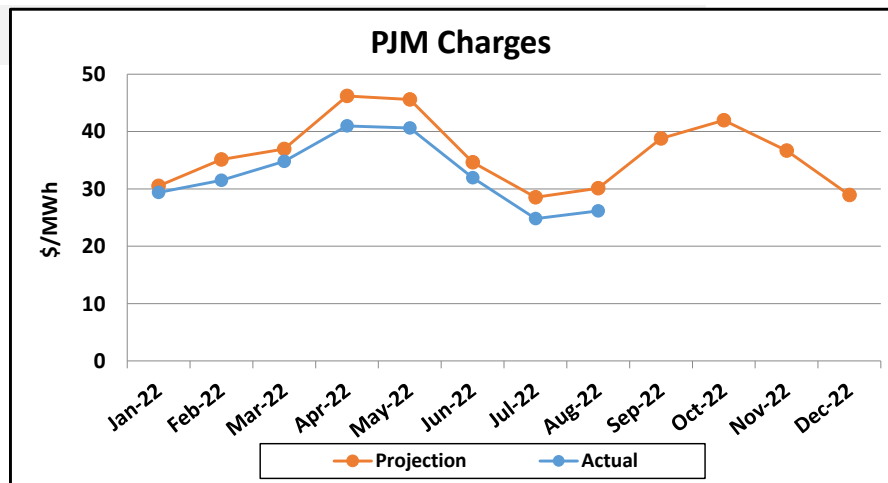
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/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	-	43	-	-	-	2	-	162	-	\$38.79	-	-
Oct-22	117	-	43	-	-	-	2	-	162	-	\$41.97	-	-
Nov-22	117	-	43	-	-	-	2	-	162	-	\$36.68	-	-
Dec-22	117	-	43	-	-	-	3	-	163	-	\$28.92	-	-
YTD	934	815	449	464	0	(73)	22	76	1,404	1,282	35.12	31.66	(3.46)

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



August 2022

	Projected			Actual			Delta		
	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)
1. AMP	5,413	\$36	\$195,006	5,873	\$27	\$160,639	460.51	(\$8.68)	(\$34,367)
(a) NYPA	249	\$26.35	\$6,571	288	\$35.38	\$10,196	38.84	\$9.03	\$3,625
(b) PA Peaking Project	0	\$0.00	\$0	8.3	\$201.86	\$1,667	8.26	\$201.86	\$1,667
(c) Purchased Blocks	4,822	\$37.46	\$180,611	4,834	\$29.30	\$141,640	12.80	(\$8.16)	(\$38,971)
(d) Miscellaneous Costs ²	5,413	\$1.45	\$7,824	5,873	\$1.21	\$7,136	460.51	(\$0.23)	(\$688)
2. PJM	5,413	\$32.85	\$177,794	5,873	\$42.70	\$250,798	460.51	\$9.85	\$73,004
(a) Market Purchases	573	\$34.05	\$19,502	896	\$119.35	\$106,916	323.09	\$85.30	\$87,414
(b) Market Sales	(231)	\$20.17	(\$4,660)	(145)	\$67.37	(\$9,787)	85.78	\$47.21	(\$5,127)
(c) Charges/(Credits) ³	5,413	\$30.11	\$162,952	5,873	\$26.16	\$153,669	460.51	(\$3.94)	(\$9,283)
3. Total Wholesale Power Costs⁴:	5,413	\$68.88	\$372,800	5,873	\$70.05	\$411,437	461	\$1.18	\$38,637

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



August 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	249	\$12.30	\$3,067	288	\$27.12	\$7,817	39	14.82	\$4,750
4.	Other Adjustments		\$0	\$0		\$0	\$0	0	0.00	\$0
5.	Congestion & Losses	249	(\$0.86)	(\$214)	288	\$0.39	\$112	39	1.25	\$326
6.	All in Cost	249	\$26.35	\$6,571	288	\$35.38	\$10,196	39	9.03	\$3,625
7.	PA Peaking Project									
8.	Fixed Charge	0.0	\$0.00	\$0	4.3	\$0.00	\$0	4	0.00	\$0
9.	Energy Charge	0	\$0.00	\$0	8.3	\$201.86	\$1,667	8	201.86	\$1,667
10.	Congestion & Losses	0	\$0.00	\$0	8.3	\$0.00	\$0	8	0.00	\$0
11.	All in Cost	0	\$0.00	\$0	8.3	\$201.86	\$1,667	8	201.86	\$1,667
12.	Total - Resources	249	\$26.35	\$6,571	296	\$40.01	\$11,863	47	13.66	\$5,292
Purchased Blocks										
13.	BP 1.0 MW 7x24 (PPL)									
14.	Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
15.	Congestion & Losses	744	(\$0.77)	(\$576)	744	(\$10.49)	(\$7,807)	0	(9.72)	(\$7,231)
16.	All in Cost	744	\$33.94	\$25,248	744	\$24.22	\$18,017	0	(9.72)	(\$7,231)
17.	Exelon 1.1 MW 7x24 (PPL)									
18.	Energy Charge	818	\$71.50	\$58,516	818	\$71.50	\$58,516	0	0.00	\$0
19.	Congestion & Losses	818	(\$0.77)	(\$634)	818	(\$10.49)	(\$8,588)	0	(9.72)	(\$7,954)
20.	All in Cost	818	\$70.73	\$57,882	818	\$61.01	\$49,928	0	(9.72)	(\$7,954)
21.	BP 2.8 MW 5x16 (PPL)									
22.	Energy Charge	941	\$40.91	\$38,488	1,030	\$40.91	\$42,154	90	0.00	\$3,666
23.	Congestion & Losses	941	(\$1.40)	(\$1,314)	1,030	(\$17.82)	(\$18,362)	90	(16.42)	(\$17,048)
24.	All in Cost	941	\$39.51	\$37,174	1,030	\$23.09	\$23,792	90	(16.42)	(\$13,382)
25.	Morgan Stanley Fixed Load Shape (PPL)									
26.	Energy Charge	1,202	\$24.35	\$29,278	1,126	\$24.35	\$27,408	(77)	0.00	(\$1,870)
27.	Congestion & Losses	1,202	(\$0.58)	(\$695)	1,126	(\$9.47)	(\$10,664)	(77)	(8.90)	(\$9,969)
28.	All in Cost	1,202	\$23.77	\$28,584	1,126	\$14.88	\$16,744	(77)	(8.90)	(\$11,839)
29.	CITI 1.5 MW 7x24 (PPL Resid)									
30.	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
31.	Congestion & Losses	1,116	(\$0.77)	(\$864)	1,116	\$0.51	\$571	0	1.29	\$1,435
32.	All in Cost	1,116	\$28.43	\$31,723	1,116	\$29.71	\$33,159	0	1.29	\$1,435
33.	Total - Purchased Blocks	4,822	\$37.46	\$180,611	4,834	\$29.30	\$141,640	13	(8.16)	(\$38,971)

Borough of Perkasio



August 2022

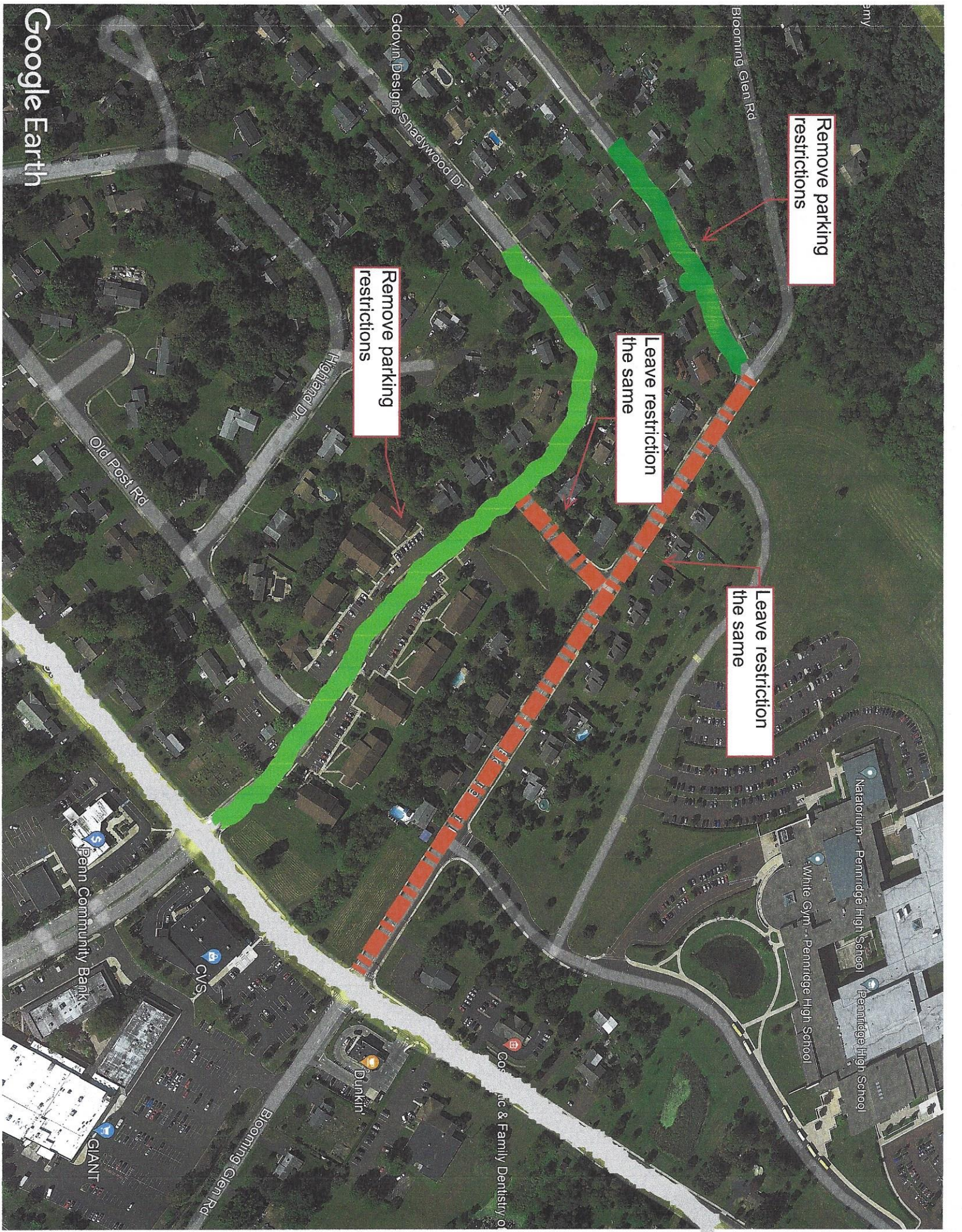
	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
Miscellaneous Costs										
34.	AMP Fees	5,413	\$1.45	\$7,824	5,873	\$1.21	\$7,136	461	(0.23)	(\$688)
35.	Adjustment for Pool Power			\$0			\$0	0	0.00	\$0
36.	Total - Miscellaneous Costs	5,413	\$1.45	\$7,824	5,873	\$1.21	\$7,136	461	(0.23)	(\$688)
37.	Total - AMP			\$195,006			\$160,639	0	0.00	(\$34,367)
PJM Charges										
38.	Market Interaction									
39.	Net Market Purchases	573	\$34.05	\$19,502	896	\$119.35	\$106,916	323	\$85.30	\$87,414
40.	Day-Ahead Purchases				846	\$145.08	\$122,764	846	\$145.08	\$122,764
41.	Balancing Purchases				169	\$132.76	\$22,447	169	\$132.76	\$22,447
42.	Net Market Sales	(231)	\$20.17	(\$4,660)	(145)	\$67.37	(\$9,787)	86	\$47.21	(\$5,127)
43.	Day-Ahead Sales				(144)	\$68.18	(\$9,812)	(144)	\$68.18	(\$9,812)
44.	Balancing Sales				(121)	\$316.76	(\$38,271)	(121)	\$316.76	(\$38,271)
45.	NITS	13	\$8.78	\$116,690	14	\$7.53	\$102,346	0	(\$1.25)	(\$14,344)
46.	Other Transmission Charges	13	\$0.00	\$0	14	\$0.84	\$11,444	0	\$0.84	\$11,444
47.	RPM Capacity									
48.	RPM Charge	15	\$2.93	\$44,898	15	\$3.00	\$46,268	0	\$0.06	\$1,370
49.	RPM Credit			(\$1,639)			(\$2,079)			(\$439)
50.	PA Peaking Project						\$0			
51.	Net RPM			\$43,258			\$44,189			\$931
52.	Ancillary	5,413	\$0.55	\$3,004	5,873	(\$0.42)	(\$2,472)	461	(\$0.98)	(\$5,476)
53.	ARR/FTR Credits	5,413	\$0.00	\$0	5,873	(\$2.74)	(\$16,114)	461	(\$2.74)	(\$16,114)
54.	Administration Charges	5,413	\$0.00	\$0	5,873	\$0.39	\$2,276	461	\$0.39	\$2,276
55.	True-Up Load Reconciliation			\$0			\$12,000			\$12,000
56.	Total PJM Charges	5,413	\$32.85	\$177,794	5,873	\$42.70	\$250,798	461	\$9.85	\$73,004

Remove parking restrictions

Leave restriction the same

Leave restriction the same

Remove parking restrictions



BOROUGH OF KULPMONT ORDINANCE 2017-06

Abandoned Vehicles

§ 1 Definitions.

- A. As used in this chapter, the following terms shall have the meanings indicated, unless a different meaning clearly appears from the context:

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

Owner for the purpose of this chapter when the lessor holds the lessee responsible for maintenance and repairs.

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 Kulpmont.

OWNER

The actual owner, agent or custodian of the property on which motor vehicles are stored, whether individual or partnership, association or corporation.

PERSON

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

- B. In this chapter the singular shall include the plural; the plural shall include the singular; and the masculine shall include the feminine and neuter.

§ 2 Motor vehicle nuisances prohibited.

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 Kulpmont or upon any public grounds owned by the Borough of Kulpmont, the State of Pennsylvania or the United States of America, located within the Borough of Kulpmont

A motor vehicle nuisance shall include any motor vehicle which is unable to move under its own power and has any of the following physical defects:

- A. Broken windshields, mirrors or other glass with sharp edges.
- B. One or more flat or open tires or tubes which could permit vermin harborage.
- C. Missing door, window, hood, trunk or other body part which could permit animal harborage.
- D. Any body part with sharp edges including holes resulting from rust.
- E. Missing tire resulting in unsafe suspension of the motor vehicle.
- F. Upholstery which is torn or open which could permit animal and/or vermin harborage.
- G. Broken head lamp or tail lamp with sharp edges.
- H. Disassembled chassis parts apart from the motor vehicle stored in a disorderly fashion or loose in or on the vehicle.
- I. Protruding sharp objects from the chassis.
- J. Broken vehicle frame suspended from the ground in an unstable manner.
- K. Leaking or damaged oil pan or gas tank which could cause fire or explosion.
- L. Exposed battery containing acid.
- M. Inoperable locking mechanisms for doors or trunk.
- N. Open or damaged floor board including trunk and fire wall.
- O. Damaged bumper pulled away from the perimeter of the vehicle.
- P. Broken grill with protruding edges.
- Q. Loose or damaged metal trim and clips.
- R. Broken communication equipment antenna.
- S. 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.
- T. Such other defects which could threaten the health, safety and welfare of the citizens of the Borough of Kulpmont.

§ 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 Kulpmont 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 Kulpmont 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 special 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, 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.

§ 4 Inspection; notice to comply.

- A. The Mayor or his/her designee 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 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 commence 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 within a reasonable time.

§ 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 Kulpmont shall have the authority to take measures to correct the conditions and collect the cost of such corrections plus 10% of all costs. The Borough of Kulpmont, 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.

§ 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 in the Borough of Kulpmont unless necessary for the operation of a business enterprise lawfully permitted on private property.
- B. The Mayor or his/her designee shall be empowered to order the removal of such an abandoned vehicle within five days from the date of service of a notice of violation as set forth in § 4 above. The Mayor shall have the vehicle impounded.
- C. If the property owner and/or vehicle owner can demonstrate to the Mayor or his/her designee that provisions to restore the vehicle in question are presently being made, then the Mayor or his/her designee may make such orders as are necessary to abate any hazards or dangerous conditions or nuisances.

§ 7 Hearing.

- A. Any person aggrieved by the decision of the Mayor or his/her designee may request and shall then be granted a hearing before the Kulpmont Borough Council, provided he files with the Borough Council, within 10 days after notice of the Mayor or his/her designee'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 or his/her designee as the case may be.

§ 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 Northumberland County.

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

SECTION 10 SEVERABILITY

If ANY provision of this Ordinance, or ANY subsection thereof is found to be illegal or invalid, such a legality or invalidity shall not affect or impair ANY of the remaining provisions of this Ordinance, or ANY subsections there under. It is hereby declared as the intent of the Borough that this Ordinance 2017-06 would not have been enacted if ANY per se illegal or invalid provisions were included herein. If ANY provision would be found to exist, such invalid provisions would be stricken.

SECTION 11 EFFECTIVE DATE

This Ordinance No. 2017-06 is hereby declared to be urgent for the preservation for the peace, health, safety and comfort of the residents of the Borough of Kulpmont, and shall take effect and be in full force immediately after its passage.

SECTION 12 REPEALER

All Ordinances or parts of Ordinances in conflict or inconsistent herewith shall be and the same are hereby repealed absolutely.

DULY ORDAINED AND ENACTED THIS 12th DAY OF SEPTEMBER, 2017

ATTEST:

BOROUGH OF KULPMONT

Bruno R. Varano
President

Bernard P. Novakoski
Mayor

Rhonda Wilk
Secretary

Chapter 615. Vehicles and Traffic

Part 3. Stopping, Standing and Parking

Article XIII. Stopping, Standing and Parking

§ 615-52. Storage of vehicles on streets.

No vehicle shall be stored upon any street. As used herein, "stored" shall mean the parking of a vehicle in one place upon any street continuously for over 72 hours.

§ 615-53. Parking of inoperable or illegally registered vehicles.

- A. No person shall park or leave on the streets, highway or public property of the City any mechanically inoperable vehicles or vehicles without current registration plates.
[Amended 9-26-1961 by Ord. No. 9610]
- B. No person shall park or leave on the streets, highways or public property of the City any vehicle without a current inspection sticker unless the vehicle is legally parked in front of, or in close proximity to, an official Pennsylvania State Inspection Station which identifies said vehicle by work order specifying a state inspection will be performed within 24 hours. Additional work orders beyond the initial twenty-four-hour period are prohibited.
[Amended 3-6-1991 by Ord. No. 13035]

**PERKASIE BOROUGH
RESOLUTION NO. 2022-47**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
FILLING A VACANCY OF THE PERKASIE BOROUGH
RIGHT-TO-KNOW OFFICER**

WHEREAS, a vacancy of the Perkasio Borough Right-to-Know Officer was created upon the retirement of Donna Benner; and

WHEREAS, the Perkasio Borough Council wishes to fill the vacancy of the Perkasio Borough Right-to Know Officer pursuant to the laws of the Commonwealth of Pennsylvania.

NOW, THEREFORE, BE IT RESOLVED, that the Perkasio Borough Council hereby appoints Megan McShane to fill the vacancy of the Perkasio Borough Right-to-Know Officer.

THIS RESOLUTION WAS DULY ADOPTED by the Perkasio Borough Council on the 3rd day of October, 2022.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, President

By: _____
Andrea L. Coaxum, Secretary

**PERKASIE BOROUGH RESOLUTION NO. 2022-45
RESOLUTION TO IMPLEMENT ACT 57 OF 2022
PROPERTY TAX PENALTY WAIVER PROVISIONS**

A RESOLUTION of the Borough Council of Perkasio Borough, Bucks County to implement Act 57 of 2022.

WHEREAS, Act 57 of 2022, amending the Local Tax Collection Law, was signed by Governor Wolf on July 11, 2022, and takes effect on October 10, 2022; and

WHEREAS, Act 57 requires taxing districts that impose taxes on the assessed value of real property to adopt a resolution or ordinance within 90 days of the effective date of the act, or not later than January 9, 2023, directing the tax collector to waive additional charges for real estate taxes in certain situations; and

NOW, THEREFORE, BE IT RESOLVED, that the Tax Collector of the Borough of Perkasio shall comply with the provisions of Act 57 and this resolution for tax years beginning on or after January 1, 2023.

DEFINITIONS

The following words and phrases shall have the meanings given to them within this resolution unless the context clearly indicates otherwise:

Additional charge: Any interest, fee, penalty, or charge accruing to and in excess of the face amount of the real estate tax as provided in the real estate tax notice.

Qualifying event:

1. For the purposes of real property, the date of transfer of ownership.
2. For manufactured or mobile homes, the date of transfer of ownership or the date a lease agreement commences for the original location or relocation of a manufactured or mobile home on a parcel of land not owned by the owner of the manufactured or mobile home. The term does not include the renewal of a lease for the same location.

Tax Collector: The elected tax collector for the Borough of Perkasio, Bucks County, any authorized or designated delinquent tax collector, the Bucks County Tax Claim Bureau, or any alternative collector of taxes as provided for in the act of July 7, 1947 (P.L.1368, No.542), known as the "Real Estate Tax Sale Law," an employee, agent or assignee authorized to collect the tax, a purchaser of claim for the tax or any other person authorized by law or contract to secure collection of, or take any action at law or in equity against the person or property of the taxpayer for the real estate tax or amounts, liens or claims derived from the real estate tax.

WAIVER

The Tax Collector shall, for tax years beginning on and after January 1, 2023, grant a request to waive additional charges for real estate taxes if the taxpayer does all of the following:

- A. Provides a waiver request of additional charges, on a form provided by the state Department of Community and Economic Development, to the Tax Collector in possession of the claim within twelve (12) months of a qualifying event;
- B. Attests that a tax notice was not received; and
- C. Provides the Tax Collector in possession of the claim with one of the following:
 - 1. A copy of the deed showing the date of real property transfer; or
 - 2. A copy of the title following the acquisition of a mobile or manufactured home subject to taxation as real estate showing the date of issuance or a copy of an executed lease agreement between the owner of a mobile or manufactured home and the owner of a parcel of land on which the mobile or manufactured home will be situated showing the date the lease commences; and
- D. Pays the face value amount of the tax notice for the real estate tax with the waiver request.

THIS RESOLUTION WAS DULY ADOPTED by the Perkasio Borough Council on the 3rd day of October, 2022.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, Council President

By: _____
Andrea L. Coaxum, Secretary

KYLE PAGERLY GRANT APPLICATION

Perkasie Borough is located in the Pennridge School District in Upper Bucks County approximately 35 miles north of Philadelphia. Perkasie Borough Police Department provides police service to both Perkasie and Sellersville Boroughs with a total population of almost 13,000 residents combined and a total patrol coverage area of just under four square miles.

Perkasie is known for the oldest Christmas Tree Lighting Ceremony in the Nation which has been confirmed as such in the National Historic Register. Perkasie also still owns and operates an antique carousel. Perkasie and Sellersville were well known for their industries such as silk mills, cigar factories and the Spalding Baseball factory.

Sellersville was home to the Radium Company of America which was the largest uranium mining facility in the world at the time. This uranium was used by the United States Gauge Company which was based in Sellersville and made gauges for the U.S. military which were coated with radium-based paint for night-time luminescence. The company later became instrumental in the production of nuclear weapons.

As a Chief of Police, I was aware of the tragic events involving Berks County Sheriff's Deputy Kyle Pagerly. As the retired Chief of Police in North Coventry Township which, bordered Berks County, my agency started a department sponsored car show with the proceeds benefitting the families of fallen police officers. The car show was held annually at the Coventry Mall.

My department is requesting grant funding to purchase two police patrol mountain bicycles. If approved the bicycles would be purchased through the Police Bike Store. Currently, the Perkasie Borough Police Department has three police mountain bikes which are approximately twenty years old. These patrol mountain bikes have now outlived their life cycle. The department currently has three International Police Mountain Bike Association (IPMBA) certified bike officers.

Currently, bike patrols are utilized from April through November to patrol our extensive park system (Lenape Park) which is shared by both Perkasie and Sellersville. Bike patrols are utilized to patrol neighborhoods and to promote community policing, interaction and high visibility.

Perkasie Borough recently built an amphitheater in Lenape Park which brings various genres of bands that hold free concerts in the park every Wednesday evening. The crowds are usually in the hundreds depending upon the band and bike patrols are utilized for presence and increased response times.

Bikes patrols are also used for every community event in Perkasie and Sellersville including the Perkasie Fire Company and Sellersville Fire Department Carnivals in June and July and our annual Pennridge Community Day and fireworks celebration which draws over 5,000 visitors to our borough. Additionally, our Christmas Tree Lighting Ceremony in December draws an equal number of visitors.

Virtually every weekend from March through December Perkasie and or Sellersville Borough sponsor community events for which bike patrols are present.

The grant would cover the costs of two CODE 3 Police Bicycles, emergency lighting and equipment for a total cost of \$4,149.98 (\$3.12 per resident). If purchased the patrol bicycles would be ordered immediately and placed into service immediately as well. The life span of the patrol bicycles is estimated at ten years.

I have attached the information from the Police Bike Store which describes the specific patrol bicycles and equipment for which we are seeking funding.

Thank you for taking the time to consider our grant request. Please feel free to contact me by phone 215-257-6876 or by email rschurr@perkasiepd.org should you have any questions or concerns.

Sincerely,

Robert A. Schurr
Chief of Police

Perkasie Council Historical Committee Report, 9/14/2022

The committee met for a working meeting on Wednesday, 9/14, at 3 p.m. in the Perkasie Borough Hall council room.

Present from the Committee:

Scott Bomboy (chair)
Aaron Clark
Jim Purcell

Staff:

Lauren Moll (Parks and Rec)
Linda Reid (Community Development)

Old Business

Perkasie Historic District nomination. The committee considered a Perkasie National Historic District boundary proposed by the state Historic Preservation Office in July (see attached). The committee questioned the inclusion of part of Sellersville Borough in the district, as well as Guth Elementary School. The matter will be forwarded to the full council for consideration. The committee also discussed Historic Preservation Tax Credits.

South Perkasie Covered Bridge status. Talks with FEMA about funding resume on 9/20. So far, Perkasie Borough has met with four different FEMA project management teams, and the project remains stalled. The committee will reach out to Rep. Fitzpatrick's office for input.

Military Tribute Banners program. The committee wishes for any willing local group to take over the Banner program in 2023. We have 18 banners sponsored for the 2022 program.

New Business

Possible Facade Grants funded by ARPA money. The question of PTIA eligibility to receive Borough ARPA funds has been referred to counsel. The Borough will also follow up with the PTIA about its current DCED façade grant project.

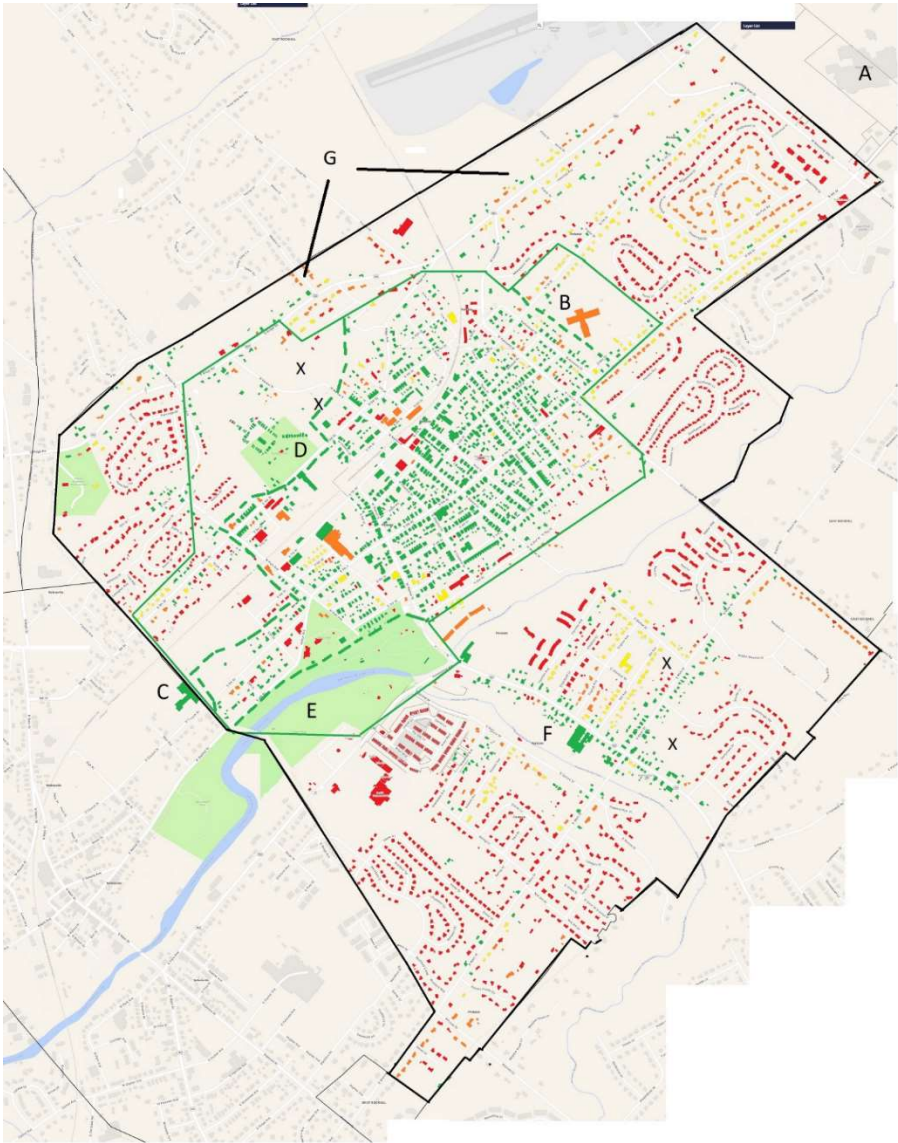
Lenape Park Suspension Bridge improvements. The committee and Borough staff discussed landscaping and other improvements to the island, to make it more useable for weddings and other public events. It requested that the Parks and Rec committee consider such improvements in the 2023 budget request.

Perkasie Historic District Project Overview

In late August, Perkasie Council Historical Committee asked our National Historic District consultant, RGA, to get an update from the State Historic Preservation Office (SHPO) on the district's boundaries. The state determined in February 2021 that Perkasie was eligible for a National Historic District, but it rejected a map we proposed below that limited the district mostly to the Town Center overlay and the area south of Fifth Street:



In August 2021, Perkasie submitted a different map based on land-development research. It took almost a year to get a response map from the SHPO, and they are proposing was a slightly smaller version of their February 2021 map.



Black Border = Perkasié Borough

Green Border = Historic District Proposed By PHMC

Houses and Structures By Time Period:

- Before 1950
- 1950 - 1959
- 1960 - 1969
- 1970 and After

Key Locations

- A: Pennridge High School (Built 1954)
- B: Guth Middle School
- C: Sell-Perk High School, 1931-1954
- D: Perkasié Park Camp-Meeting (National Historic District)
- E: Lake Lenape Park, Eligible for National Historic
- F: Benjamin-South Perkasié, Eligible for National Historic
- G: Annexed in 1930
- X = Cemetery

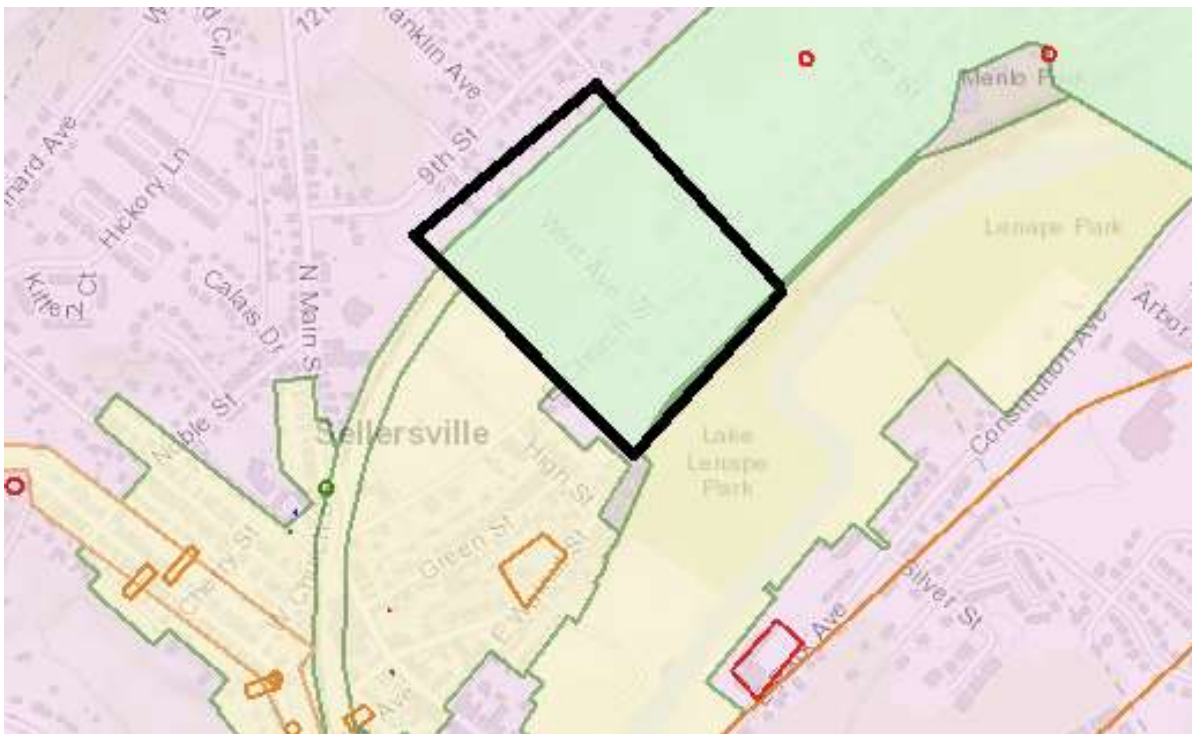
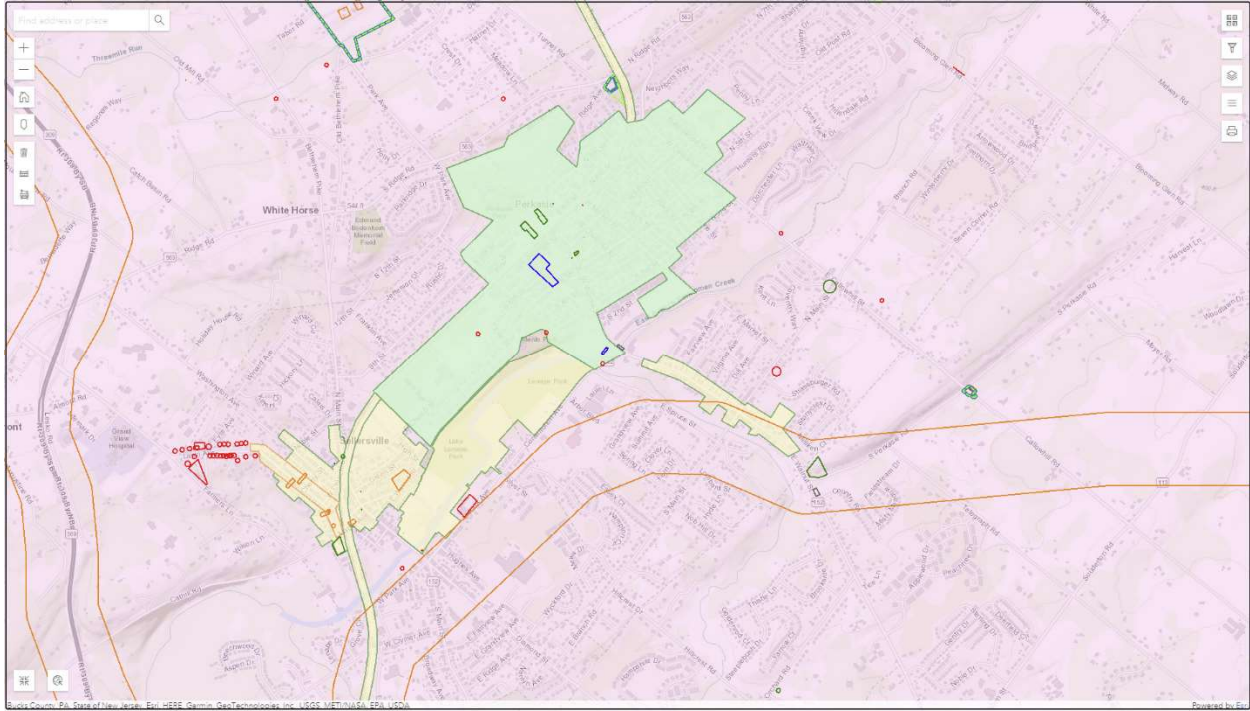
— Proposed By Perkasié Borough

Period of Significance:
1869-1959
 Buildings: 1,034
 (Not including outbuildings)
 Contributing to the National Register: 924
 or 89%
 Ineligible: 110

Key
 Green Line: States Proposed District
 Dotted Green Line: Perkasié Proposed District
 Black Line: Perkasié Border

Buildings:
 Grey: Inside District - Pre-1950
 Yellow: 1950-1959
 Orange: 1960-1969
 Red: After 1970 or Ineligible

The revised August 2021 boundary proposed by Perkasio Borough kept many of the SHPO's changes, including Lenape Park and Perkasio Park, but it excluded properties added by the state such as Guth Elementary. The state responded in July 2022 with a revised border that excluded Lenape Park and but added a block of property in Sellersville Borough (in black, below).



RGA and the Borough Historical committee do not feel the state's proposed boundary reflects the Borough's historic land-growth pattern. Perkasio Borough plans to make the Perkasio Historic District the foundation of its historic preservation planning by using historic tax credits, facade grants, and other measures.

Adding Sellersville to the district is problematic because the Boroughs would need to jointly administer the district. Sellersville also would need to agree to be a party to the district. If not, then Perkasio property owners would be forced to individually pay for Historic Register status to get tax credits. The school district also would need to be consulted.

The Perkasio Council Historical Committee seeks consent from Borough Council formally to ask the SHPO why the addition of Sellersville to a Perkasio Historic District is needed for this map. And why that property can't be included in a possible Sellersville National Historic District.