

PERKASIE BOROUGH COUNCIL
Agenda for Council Committee Meeting of February 5, 2024

1. Meeting Convenes at 7:00PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. President’s Remarks
6. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
7. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
 - A. Perkasio Wholesale Power Cost Monthly Report
8. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Jeremy Wano, Dave Weaver, Dave Worthington
 - A. Consider Resolution #2024-10 – Development & Stormwater Management Agreements – Nyce Minor Subdivision
 - B. Consider Resolution #2024-5 – Third-Party Inspection Services Contract
9. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Robin Schilling, Jeremy Wano
 - A. Consider Pavilion Rental Request – Trinity Lutheran Church – Egg Hunt
10. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
 - A. Consider Resolution #2024-6 – Amendment to Employee Assistance Program Letter Agreement
 - B. Consider Police Contract for 2024-2026
 - C. Accept Resignation of Police Officer
11. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Jim Ryder, Robin Schilling
 - A. Consider Resolution #2024-7 – Revised Wage Schedule for 2024
 - B. Consider Resolution #2024-11 – Revised Agreement for Lenape Park Pedestrian Bridge
 - C. Consider Donation Request – Sellersville Elementary
 - D. Consider Donation Request – Grand View Auxiliary
12. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Steve Rose, Jeremy Wano, Dave Weaver
13. Public Safety Committee Meeting, Councilors: Jeremy Wano (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
 - A. Consider Resolution #2024-8 – Memorandum of Understanding – St. Andrew’s
 - B. Consider Request for Fire Police Assistance – Blaze of Glory 5K
 - C. Consider Resolution #2024-9 – Appoint Perkasio Borough Fire Police
14. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Weaver, Dave Worthington
15. Youth Councilor Report

16. Other Business
17. Public Forum
18. Press Forum
19. Executive Session
20. Adjournment

Next Meeting: Monday, February 19, 2024 – 7:00 PM

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

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

Borough of Perkasio

Calendar Year 2023

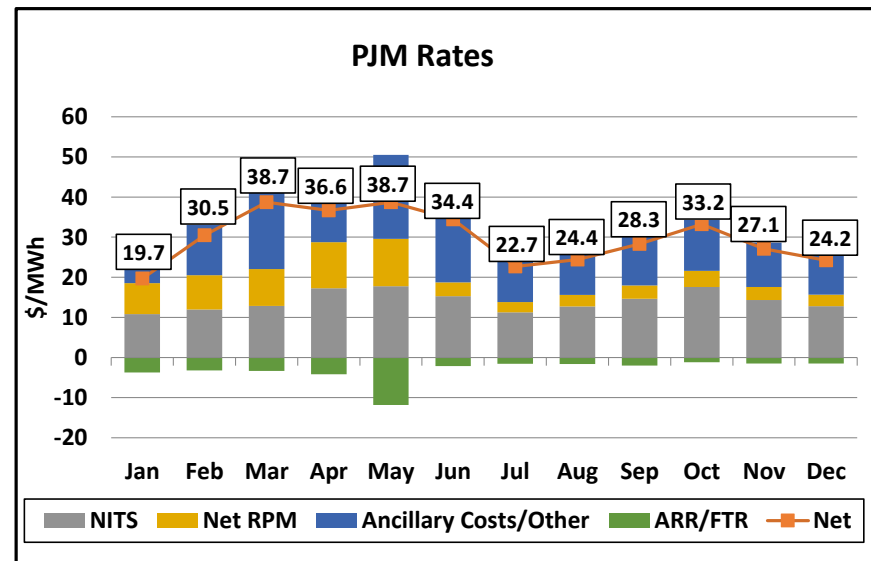
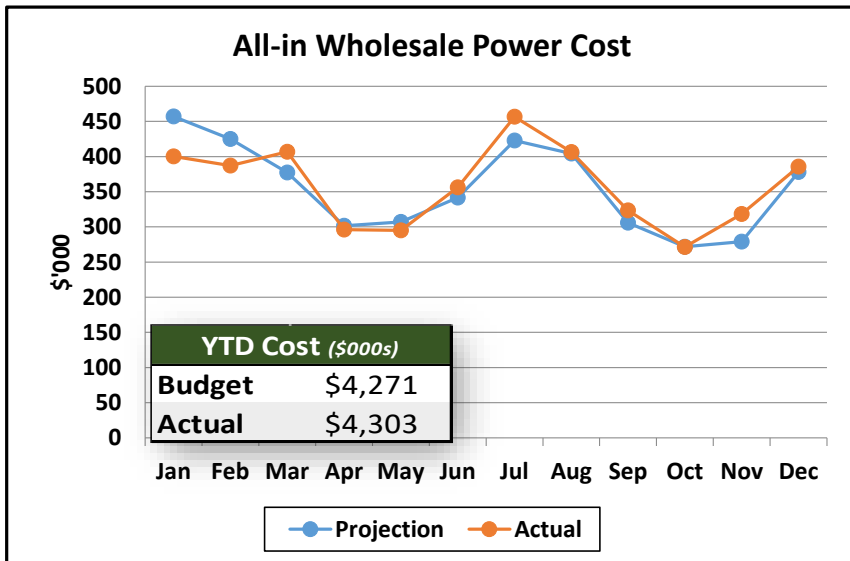
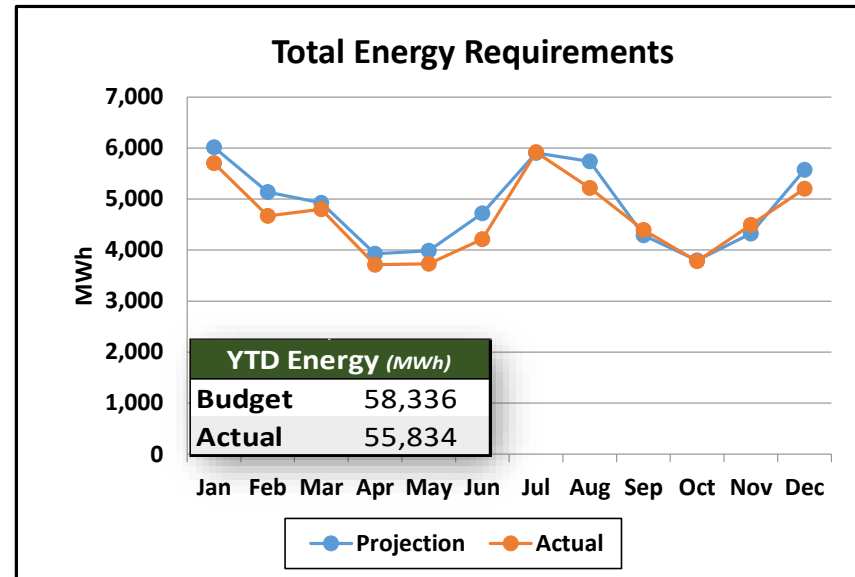
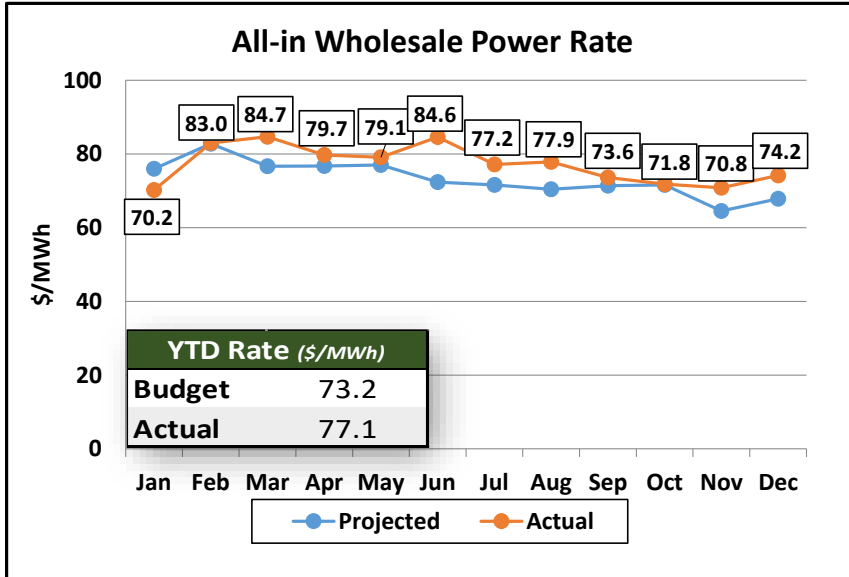


Wholesale Power Cost Summary

December 2023



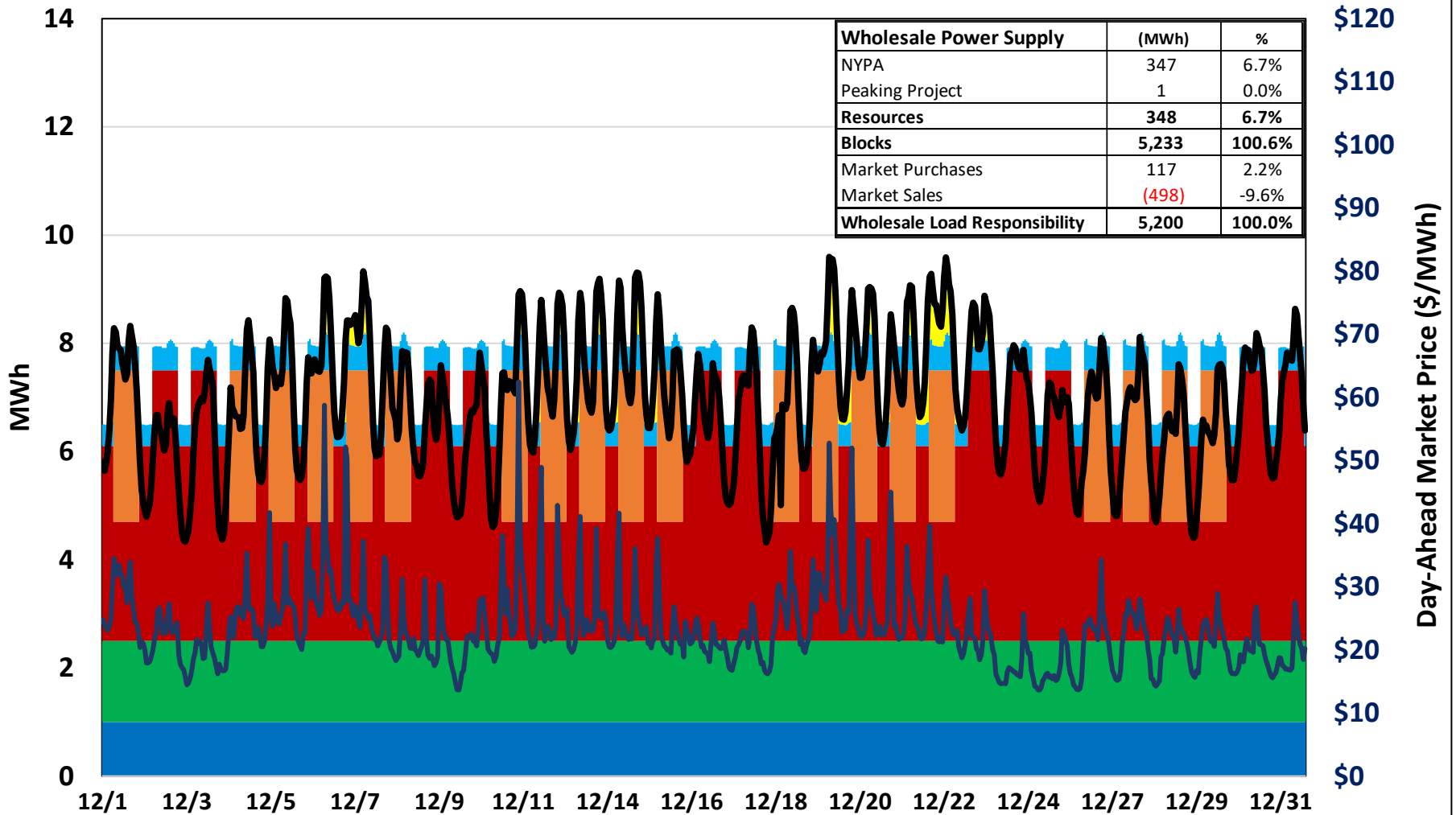
2023 Year to Date Wholesale Power Summary



1/ Excludes PJM Market Interaction Costs

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

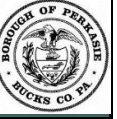
Hourly Perkasio Load Wholesale Power Supply



1.0 MW BP 7X24	1.5 MW CITI 7x24	Shell Fixed Load Shape
2.8 MW BP 5x16	NYPA	Market Purchases
Wholesale Load	DA LMP	



Borough of Perkasio



2023 Year to Date Summary

All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-23	\$21.45	\$32.51	\$50.23	\$48.50	\$145.77	\$40.41	\$116.08	\$28.66	\$51.46	\$49.18	\$22.97	\$19.67	\$1.53	\$1.35	\$75.96	\$70.20	(5.76)
Feb-23	\$21.82	\$43.10	\$48.23	\$47.83	\$158.35	\$66.23	\$73.41	\$20.62	\$54.41	\$50.99	\$26.82	\$30.46	\$1.56	\$1.51	\$82.79	\$82.96	0.18
Mar-23	\$23.85	\$25.20	\$45.59	\$44.95	\$90.90	\$32.67	\$62.78	\$21.14	\$47.14	\$44.41	\$27.94	\$38.71	\$1.56	\$1.56	\$76.65	\$84.68	8.04
Apr-23	\$24.78	\$22.09	\$40.48	\$41.64	\$58.45	\$30.99	\$48.86	\$20.86	\$40.26	\$41.09	\$34.89	\$36.65	\$1.61	\$1.99	\$76.77	\$79.73	2.96
May-23	\$24.22	\$22.96	\$40.17	\$38.78	\$66.79	\$28.56	\$44.29	\$19.36	\$41.01	\$38.45	\$34.39	\$38.70	\$1.61	\$1.94	\$77.01	\$79.10	2.09
Jun-23	\$25.55	\$19.95	\$45.76	\$45.39	\$74.46	\$33.59	\$43.82	\$18.19	\$46.91	\$47.78	\$23.84	\$34.44	\$1.58	\$2.34	\$72.33	\$84.56	12.23
Jul-23	\$24.93	\$25.46	\$49.38	\$51.01	\$83.40	\$56.60	\$47.39	\$12.74	\$50.86	\$53.11	\$19.18	\$22.68	\$1.54	\$1.36	\$71.58	\$77.15	5.57
Aug-23	\$25.15	\$20.48	\$47.68	\$49.19	\$81.98	\$29.99	\$46.49	\$16.34	\$49.17	\$51.85	\$19.72	\$24.39	\$1.54	\$1.61	\$70.43	\$77.85	7.43
Sep-23	\$25.93	\$25.24	\$42.80	\$44.19	\$63.07	\$32.88	\$44.86	\$14.41	\$43.56	\$43.72	\$26.20	\$28.31	\$1.60	\$1.59	\$71.36	\$73.61	2.25
Oct-23	\$26.38	\$19.52	\$41.05	\$37.67	\$51.43	\$36.59	\$41.53	\$24.09	\$40.44	\$36.70	\$29.51	\$33.24	\$1.62	\$1.86	\$71.56	\$71.80	0.24
Nov-23	\$22.59	\$16.97	\$38.95	\$43.24	\$62.76	\$39.05	\$74.19	\$24.76	\$36.94	\$42.03	\$26.00	\$27.12	\$1.59	\$1.69	\$64.53	\$70.84	6.31
Dec-23	\$22.16	\$17.15	\$45.61	\$48.08	\$84.20	\$31.24	\$58.92	\$19.98	\$46.00	\$48.32	\$20.29	\$24.19	\$1.54	\$1.66	\$67.84	\$74.18	6.34
YTD	\$24.04	\$23.98	\$45.24	\$45.70	\$87.30	\$39.90	\$55.86	\$19.67	\$46.34	\$46.30	\$25.31	\$29.10	\$0.02	\$1.67	\$73.22	\$77.08	\$3.86

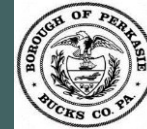
1/ Resource, Purchased Blocks and Market Purchase/Sales include applicable Congestion and Losses costs. Each of these categories are weighted by their applicable energy amounts.

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasio



2023 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-23	276	325	78%	291	329	(189)	(590)
Feb-23	250	285	76%	378	200	(133)	(457)
Mar-23	277	342	82%	418	213	(310)	(285)
Apr-23	268	319	79%	253	108	(144)	(258)
May-23	276	330	79%	317	96	(171)	(257)
Jun-23	246	290	72%	472	107	(497)	(687)
Jul-23	252	309	74%	410	360	(463)	(479)
Aug-23	252	301	72%	400	155	(437)	(775)
Sep-23	246	286	71%	388	561	(223)	(348)
Oct-23	276	339	81%	174	143	(142)	(194)
Nov-23	268	345	86%	213	292	(266)	(264)
Dec-23	277	347	84%	311	117	(247)	(498)
YTD	3,164	3,818	78%	4,025	2,680	(3,222)	(5,091)

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



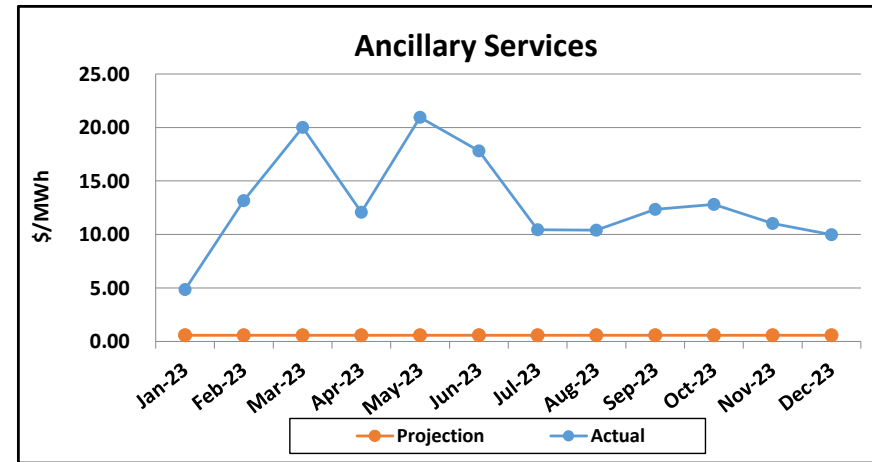
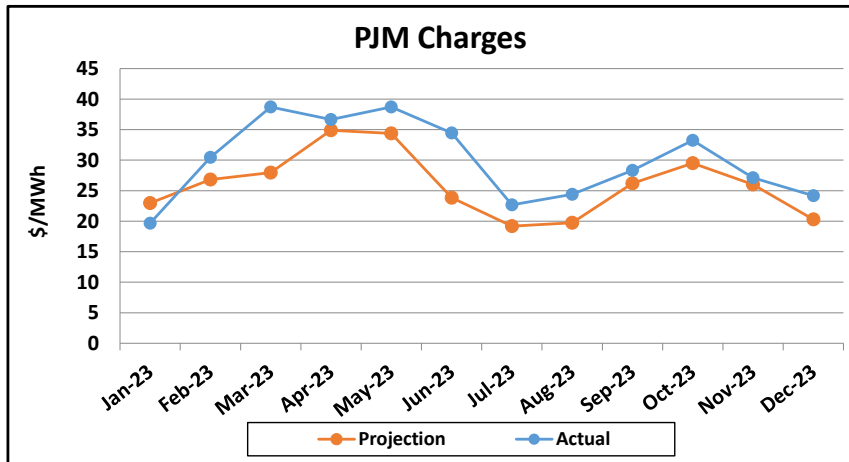
PJM Charge Summary (excl. PJM Market Interaction Costs)

	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-23	91	62	43	44	-	(21)	3	28	138	112	\$22.97	\$19.67	(\$3.30)
Feb-23	91	56	43	40	-	(15)	3	61	138	142	\$26.82	\$30.46	\$3.64
Mar-23	91	62	43	44	-	(16)	3	96	138	186	\$27.94	\$38.71	\$10.76
Apr-23	91	64	43	43	-	(16)	2	45	137	136	\$34.89	\$36.65	\$1.76
May-23	91	66	43	44	-	(44)	2	78	137	144	\$34.39	\$38.70	\$4.31
Jun-23	91	64	18	15	-	(9)	3	75	113	145	\$23.84	\$34.44	\$10.59
Jul-23	91	67	18	15	-	(9)	3	62	113	134	\$19.18	\$22.68	\$3.49
Aug-23	91	67	18	15	-	(9)	3	54	113	127	\$19.72	\$24.39	\$4.68
Sep-23	91	64	18	15	-	(9)	2	54	112	124	\$26.20	\$28.31	\$2.11
Oct-23	91	67	18	15	-	(4)	2	48	112	126	\$29.51	\$33.24	\$3.73
Nov-23	91	64	18	15	-	(7)	2	50	112	122	\$26.00	\$27.12	\$1.12
Dec-23	91	67	18	15	-	(8)	3	52	113	126	\$20.29	\$24.19	\$3.90
YTD	1,097	769	346	319	0	(167)	34	703	1,477	1,625	25.31	29.10	3.79

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

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

3/ The Rate is based on Total Sales



Borough of Perkasio



December 2023

	Projected			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Invoice Summary¹									
1. AMP	5,573	\$45.46	\$253,386	5,200	\$51.19	\$266,195	(373.60)	\$5.73	\$12,809
(a) NYPA	277	\$22.16	\$6,136	347	\$16.75	\$5,819	70.40	(\$5.41)	(\$317)
(b) PA Peaking Project	0	\$0.00	\$0	0.7	\$199.87	\$138	0.69	\$199.87	\$138
(c) Purchased Blocks	5,233	\$45.61	\$238,652	5,233	\$48.08	\$251,593	0.00	\$2.47	\$12,941
(d) Miscellaneous Costs ²	5,573	\$1.54	\$8,599	5,200	\$1.66	\$8,646	(373.60)	\$0.12	\$47
2. PJM	5,573	\$22.37	\$124,702	5,200	\$22.98	\$119,514	(373.60)	\$0.61	(\$5,188)
(a) Market Purchases	311	\$84.20	\$26,171	117	\$31.24	\$3,645	(194.14)	(\$52.96)	(\$22,526)
(b) Market Sales	(247)	\$58.92	(\$14,555)	(498)	\$19.98	(\$9,940)	(250.55)	(\$38.95)	\$4,615
(c) Charges/(Credits) ³	5,573	\$20.29	\$113,087	5,200	\$24.19	\$125,809	(373.60)	\$3.90	\$12,722
3. Total Wholesale Power Costs⁴:	5,573	\$67.84	\$378,088	5,200	\$74.18	\$385,709	(374)	\$6.34	\$7,621

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



December 2023

	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	\$6.28	\$3,511	0.6	\$4.05	\$2,267	0	(2.23)	(\$1,244)
3.	Energy Charge	277	\$12.30	\$3,406	347	\$14.28	\$4,960	70	1.98	\$1,554
4.	Other Adjustments			\$0			\$0	0	0.00	\$0
5.	Congestion & Losses	277	(\$2.82)	(\$780)	347	(\$4.05)	(\$1,408)	70	(1.24)	(\$628)
6.	All in Cost	277	\$22.16	\$6,136	347	\$16.75	\$5,819	70	(5.41)	(\$317)
7.	PA Peaking Project									
8.	Fixed Charge	0.0	\$0.00	\$0	5.3	\$0.00	\$0	5	0.00	\$0
9.	Energy Charge	0	\$0.00	\$0	0.7	\$199.87	\$138	1	199.87	\$138
10.	Congestion & Losses	0	\$0.00	\$0	0.7	\$0.00	\$0	1	0.00	\$0
11.	All in Cost	0	\$0.00	\$0	0.7	\$199.87	\$138	1	199.87	\$138
12.	Total - Resources	277	\$22.16	\$6,136	348	\$17.12	\$5,957	71	(5.04)	(\$179)
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	\$0.00	(\$1,926)	744	(\$1.08)	(\$802)	0	(1.08)	\$1,124
16.	All in Cost	744	\$32.12	\$23,898	744	\$33.63	\$25,022	0	1.51	\$1,124
17.	BP 2.8 MW 5x16 (PPL)									
18.	Energy Charge	1,030	\$40.91	\$42,154	896	\$40.91	\$36,655	(134)	0.00	(\$5,498)
19.	Congestion & Losses	1,030	(\$3.38)	(\$3,483)	896	(\$1.61)	(\$1,447)	(134)	1.77	\$2,036
20.	All in Cost	1,030	\$37.53	\$38,670	896	\$39.30	\$35,209	(134)	1.77	(\$3,462)
21.	Shell Fixed Load Shape 2x16 (PPL)									
22.	Energy Charge	640	\$64.85	\$41,504	880	\$64.85	\$57,068	240	0.00	\$15,564
23.	Congestion & Losses	640	(\$1.82)	(\$1,162)	880	(\$0.07)	(\$61)	240	1.75	\$1,101
24.	All in Cost	640	\$63.03	\$40,342	880	\$64.78	\$57,007	240	1.75	\$16,665
25.	Shell Fixed Load Shape 5x16 (PPL)									
26.	Energy Charge	810	\$64.85	\$52,503	704	\$64.85	\$45,654	(106)	0.00	(\$6,848)
27.	Congestion & Losses	810	(\$3.38)	(\$2,737)	704	(\$1.61)	(\$1,137)	(106)	1.77	\$1,600
28.	All in Cost	810	\$61.47	\$49,766	704	\$63.24	\$44,518	(106)	1.77	(\$5,248)
29.	Shell Fixed Load Shape 7x8 (PPL)									
30.	Energy Charge	893	\$64.85	\$57,898	893	\$64.85	\$57,898	0	0.00	\$0
31.	Congestion & Losses	893	(\$1.82)	(\$1,621)	893	(\$1.10)	(\$984)	0	0.71	\$636
32.	All in Cost	893	\$63.03	\$56,277	893	\$63.75	\$56,914	0	0.71	\$636
33.	CITI 1.5 MW 7x24 (PPL Resid)									
34.	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
35.	Congestion & Losses	1,116	(\$2.59)	(\$2,889)	1,116	\$0.30	\$337	0	2.89	\$3,226
36.	All in Cost	1,116	\$26.61	\$29,698	1,116	\$29.50	\$32,924	0	2.89	\$3,226
37.	Total - Purchased Blocks	5,233	\$45.61	\$238,652	5,233	\$48.08	\$251,593	0	2.47	\$12,941

Borough of Perkasié



December 2023

	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
Miscellaneous Costs										
38.	AMP Fees	5,573	\$1.54	\$8,599	5,200	\$1.66	\$8,646	(374)	0.12	\$47
39.	Total - Miscellaneous Costs	5,573	\$1.54	\$8,599	5,200	\$1.66	\$8,646	(374)	0.12	\$47
40.	Total - AMP			\$253,386			\$266,195	0	0.00	\$12,809
PJM Charges										
41.	Market Interaction									
42.	Net Market Purchases	311	\$84.20	\$26,171	117	\$31.24	\$3,645	(194)	(\$52.96)	(\$22,526)
43.	Day-Ahead Purchases				83	\$31.03	\$2,567	83	\$31.03	\$2,567
44.	Balancing Purchases				172	\$26.85	\$4,607	172	\$26.85	\$4,607
45.	Net Market Sales	(247)	\$58.92	(\$14,555)	(498)	\$19.98	(\$9,940)	(251)	(\$38.95)	\$4,615
46.	Day-Ahead Sales				(576)	\$21.26	(\$12,249)	(576)	\$21.26	(\$12,249)
47.	Balancing Sales				(59)	\$20.65	(\$1,220)	(59)	\$20.65	(\$1,220)
48.	NITS	12	\$7.32	\$91,390	8	\$8.12	\$66,610	(4)	\$0.80	(\$24,780)
49.	Other Transmission Charges	12	\$0.00	\$0	8	\$0.88	\$7,194	(4)	\$0.88	\$7,194
50.	RPM Capacity									
51.	RPM Charge	13	\$1.52	\$19,340	10	\$1.54	\$15,931	(2)	\$0.02	(\$3,409)
52.	RPM Credit			(\$847)			(\$920)			(\$73)
53.	Net RPM			\$18,493			\$15,010			(\$3,482)
54.	Ancillary	5,573	\$0.57	\$3,205	5,200	\$0.12	\$619	(374)	(\$0.46)	(\$2,586)
55.	ARR/FTR Credits	5,573	\$0.00	\$0	5,200	(\$1.48)	(\$7,681)	(374)	(\$1.48)	(\$7,681)
56.	Administration Charges	5,573	\$0.00	\$0	5,200	\$0.49	\$2,553	(374)	\$0.49	\$2,553
57.	True-Up Load Reconciliation			\$0			\$41,504			\$41,504
58.	Total PJM Charges	5,573	\$22.37	\$124,702	5,200	\$22.98	\$119,514	(374)	\$0.61	(\$5,188)

**PERKASIE BOROUGH
RESOLUTION NO. 2024-10**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
APPROVING THE DEVELOPMENT AND STORMWATER
AGREEMENTS AND AUTHORIZING THE BOROUGH COUNCIL
PRESIDENT AND THE BOROUGH SECRETARY TO EXECUTE
THE AGREEMENTS RELATED TO A PROJECT IDENTIFIED AS
THE NYCE FINAL MINOR SUBDIVISION**

WHEREAS, the Borough Council of the Borough of Perkasio has previously approved the Nyce Final Minor Subdivision Plan subject to certain conditions; and

WHEREAS, Borough Council has been advised by the Borough Engineer and Borough Manager that all the conditions imposed, as part of the approval process, have been met and the Developer of the Nyce Final Minor Subdivision has submitted the appropriate Development and Stormwater Agreements related to the project.

NOW THEREFORE, be it resolved by the Council of the Borough of Perkasio that the Development and Stormwater Agreements are approved and the Borough Council President and Borough Secretary are authorized to execute the Agreements for the Nyce Final Minor Subdivision Plan.

4. This Resolution was passed at a regular meeting of the Borough Council of Perkasio Borough on 5th day of February, 2024.

ATTEST:

BOROUGH OF PERKASIE

Andrea L. Coaxum Secretary

By: _____
James Ryder, Council President

Prepared by:
Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

TMP: 33-007-009

DEVELOPMENT AGREEMENT
NYCE SUBDIVISION

OWNER/DEVELOPER: GREGORY A. NYCE AND MALISA ANN NYCE

AMOUNT OF SECURITY: \$21,600.00

NAME OF DEVELOPMENT: NYCE SUBDIVISION

THIS AGREEMENT, made this _____ day of _____, 2024, between GREGORY A. NYCE AND MALISA ANN NYCE, adult individuals, residing at 1017 N. Ridge Road, Perkasie, PA 18944 (hereinafter referred to as the “Developer”) and the BOROUGH OF PERKASIE, a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, located at 620 West Chestnut Street, Perkasie, PA 18944 (hereinafter referred to as the “Borough”).

WITNESSETH:

BACKGROUND

A. Developer, by Resolution of Perkasie Borough Council, pursuant to the Perkasie Borough Subdivision and Land Development Ordinance, has obtained final approval of the following subdivision and/or land development plan (hereinafter referred to as the “Plan”) from the Borough Council of Perkasie Borough (hereinafter the “Council”):

Subdivision and Land Development Plan of:	Gregory A. Nyce and Malisa Ann Nyce
Prepared by:	Bux-Mont Surveying Services, LLC
Dated:	August 18, 2023
Number of Sheets:	7
Last Revised:	January 8, 2024

The Plan was reviewed by the Borough Planning Commission, and was finally approved by formal action of Council on November 6, 2023, by Resolution 2023-52 (hereinafter collectively “Final Approval”); and

B. Developer desires to obtain the necessary permit and approvals so as to effectuate the subdivision of Tax Parcel 33-007-009 into two (2) separate lots, one (1) lot to contain 1.42978 acres and the other lot to consist of 1.6392 acres both of which are located and have access to North Ridge Road.

C. Developer shall proceed to construct the Improvements within the development in accordance with the Final Approval and the Plan, incorporated by reference and made a part hereof; and

D. Developer hereby confirms that this Plan in all respects shall be compliant with the Perkasio Borough Zoning Ordinance (except as modified by the Final Approval);

E. Borough desires that the Developer deposit with the Borough financial security in compliance with Section 509 of the Municipalities Planning Code, consisting of either a Surety Bond, an irrevocable Letter of Credit with a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania, a Developmental Bond in a form acceptable to the Borough Solicitor, a Tripartite Agreement with a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania, cash or such other security as the Borough Council shall approve, in the amount of \$21,600.00 to guarantee to the Borough and assure the completion of the Improvements as set forth in a certified cost estimate from the Borough Engineer to the Borough Manager dated January 12, 2024, attached hereto at Exhibit "A"; and

F. Borough is willing to permit Developer to commence construction upon the execution of and compliance with this Agreement, and/or any individual Agreement for any phase and subsequent phasing agreement, as hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

Incorporation of Background Paragraphs. Background Paragraphs A, B, C, D, E, and F above are hereby incorporated as part of the terms of this Developer Agreement.

1. Financial Security.

a. SECURITY. In order to insure the construction of the Improvements referred to hereinabove, the Developer shall deposit with the Borough the sum of Twenty One Thousand Six Hundred Dollars (\$21,600.00) by posting a Surety Bond, cash, or irrevocable Letter of Credit drawn to the order of the Borough upon a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania; a Tripartite Agreement with the Borough and a National Bank or a bank or savings institution located within the Commonwealth of Pennsylvania; a Development Bond in a form acceptable to the Borough Solicitor; or such other form of security as the Borough Council shall approve, for the purpose of guaranteeing that the Developer shall fully complete the Improvements set forth on the Plan and as authorized by the Final Approval (hereinafter referred to as the "Deposit").

b. DEPOSIT AN ESTIMATE. The Deposit is only an estimate of the cost of completion of the Improvements and under no circumstances is it to be construed as a limitation of Developer's obligations for construction of the Improvements. In the event that the Deposit is inadequate to cover the cost of Improvements, as determined reasonably by the Borough Engineer, as set forth in the Municipalities Planning Code at §509, found at 53 P.S. §10509, Developer shall increase the amount of the Deposit as required by the Borough for the purpose set forth above. However, the Deposit shall not be required to exceed 110% of the cost of

completing the required Improvements as reestablished on or about the expiration of each one year period beyond the first anniversary date from the posting of the Deposit by the Developer.

c. PAYMENT OF FEES AND COSTS A CONDITION OF BOROUGH SIGNING. Prior to the execution of this Agreement by Borough, Developer shall have tendered all fees required by this Agreement and the Borough fee schedule including the payment of costs for legal, administrative, and engineering expenses incurred by the Borough in accordance with Section 167-75 of the Borough's SALDO.

d. CASH DEPOSIT. The Developer shall deposit cash in the amount noted previously as security for the completion of the improvements to the Project.

e. REDUCTIONS IN AMOUNT OF DEPOSIT. It is agreed that a percentage of the Deposit will be released as portions of the Improvements described in the Agreement are completed. Upon written request of Developer to the Borough and upon certification by the Borough Engineer that a specific percentage or dollar amount of the Improvements has been installed, a release shall be executed in accordance with Section 510 of the Municipalities Planning Code. Each request for release of funds shall state the nature of the Improvement(s) completed, dates, and amounts of previous releases, amount of security remaining as well as any other information required by the Borough. Each release of security, originally provided at one hundred percent (100%) of the estimated construction cost, plus ten percent (10%) contingency, plus an inflationary factor, shall not exceed ninety percent (90%) of the estimated cost of construction in place. With each release shall be added a sum as a pro-rata share of the inflation factor. The remaining twenty percent (20%), being ten percent (10%) of the construction cost plus the ten percent (10%) contingency, shall be retained until certification by the Borough Engineer of the satisfactory completion of all Improvements (including the maintenance period provided in Section 509 of the Municipalities Planning Code).

Upon completion of the Improvements, the remaining Deposit, other than provided above, shall be returned to the Developer after the Borough Engineer has filed with the Borough a Certificate of Completion, and only after release of same is approved by the Borough Council.

f. MAINTENANCE FUND. Release of the remaining portion of the above Deposit shall be conditioned upon (a) the Developer depositing with the Borough either cash or a new Surety Bond, new irrevocable Letter of Credit, Tripartite Agreement or maintenance bond for the maintenance of the Improvements, as set forth herein; PROVIDED, HOWEVER, that the amount of the Maintenance Fund may be increased to an amount not to exceed fifteen percent (15%) of the actual cost of installation of the Improvements, in accordance with 53 P.S. §10509(k); and (b) payment of all bills incurred by the Borough for engineering, legal and administrative services either prior to acceptance of the completed Improvements, or during the maintenance period, or following the eighteen (18) month maintenance period. The Maintenance Fund is to guarantee that (i) the Developer shall, for eighteen (18) months from the acceptance of the dedication, repair any defects in the structural integrity of the Improvements or in the functioning of the Improvements in accordance with the design and specifications depicted on the final plat; and (ii) that, to the extent reasonably possible, the Developer will commence the work within ten (10) business days from the time of written notice (except in case of an emergency requiring immediate attention) from the Borough so to do and upon default, the

Borough may make such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof from the Developer or its surety. This Maintenance Fund shall likewise be in a form satisfactory to the Borough Solicitor and approved by the Solicitor in writing before delivery to the Borough.

g. TERM OF MAINTENANCE FUND. The maintenance cash fund, or maintenance bond, or maintenance Tri-party Agreement or maintenance Letter of Credit shall be for a term of eighteen (18) months from the date the Borough Council releases the Deposit. In order to complete the term of the maintenance fund, the following must occur:

(i) The Developer to notify the Borough Engineer following the expiration of eighteen (18) months to inspect the site;

(ii) The Borough Engineer shall inspect the site within two (2) business days, weather permitting, and promptly file his report with the Council;

(iii) The Council to meet and act upon the Engineer's certification at the next available Council meeting.

h. RETURN OF MAINTENANCE FUND. The maintenance cash fund, or maintenance bond or maintenance Tripartite Agreement or maintenance Letter of Credit shall be returned to the Developer only after:

(i) The Developer has advised the Borough in writing that the eighteen (18) month period has expired and that the Improvements are still complete and/or have been repaired;

(ii) The Borough Engineer has filed with the Borough a certificate that the Improvements set forth in Exhibit "A" are still in acceptable condition; and

(iii) The Borough Council approves of its release.

i. BOROUGH RIGHT TO PROCEED AGAINST MAINTENANCE FUND. The Borough may proceed against the Maintenance Fund after the eighteen (18) month period has expired for repairing any defects in the structural integrity of the Improvements or the Improvements not functioning in accordance with the design and specifications depicted on the final plat and for unpaid engineering) legal and Borough administrative expenses occurring in connection with the Development by impounding the cash, calling any bond or filing an averment of default with the issuing bank or savings and loan association for the Maintenance Fund or Letter of credit in its possession provided that seven (7) days prior written notice of such defects or unpaid expenses has been provided to Developer and Developer has failed to contest such defects or unpaid expenses, or cure such unpaid expenses, or to notify the Borough of the date that it intends to commence and diligently pursue the cure of such defects.

2. Coordination with the Borough Engineer.

a. No preconstruction meeting is required as agreed upon by the Bucks County Conservation District.

b. NOTICE TO ENGINEER. Developer shall notify the Borough Engineer in writing as least forty-eight (48) hours in advance of the commencement of work. In no event shall road construction or other Improvements, subject to inspection by the Borough Engineer, be commenced without forty-eight (48) hours prior notice in writing to the Borough Engineer and the Borough Manager. The Developer shall reimburse to the Borough the cost of the Borough Engineer's inspections. The Borough agrees to direct the Borough Engineer to make his inspections as promptly as possible so as not to unreasonably delay the progress of the Developer's completion of the Improvements, but the Borough makes no guarantee as to the timing or scheduling for the Engineer to accomplish inspection. Developer agrees that such inspections shall include inspection of those portions of the various structures, if any, which were approved by the Pennsylvania Department of Environmental Protection ("DEP").

3. Developer's Work and Improvements.

a. CONFORMITY WITH REQUIREMENTS AND SPECIFICATIONS. Developer shall construct or cause to be constructed, at its own expense and without any expenses or cost whatsoever to the Borough, all Improvements specified in Exhibit "A", including but not limited to, all paving, curbing, grading, water, drainage facilities and incidental drainage facilities, erosion controls, fencing, landscaping and lighting, and traffic controls related to Developer's use of the Real Estate. Said Improvements shall be completed in conformity with the Final Approval, the Borough's requirements and specifications in a satisfactory manner consistent with the Plan. Borough's obligation to issue all necessary permits to permit Developer to construct the Improvements depicted on the Plans is conditioned upon:

(i) Developer complying with all applicable laws, ordinances and regulations, including but not limited to, the Zoning Ordinance, the Subdivision and Land Development Ordinance, Road and Street Specifications, the BOCA Code or its successor, where applicable, the requirements of the Pennsylvania Department of Transportation ("PaDOT"), the Rules and Regulations of DEP, all federal and state statutes and regulations, local ordinances and regulations, and the Plans; and the Pennsylvania Municipalities Planning Code "MPC"), as same may be amended from time to time; however, in no event shall Developer be made to comply with any law, ordinance, specification, regulation, code, etc. that amends, exceeds or modifies that which is required by the Final Approval or Plan unless same expressly and legally preempts or the Plan requirements;

(ii) Developer properly filing for and obtaining all permits necessary to complete the Improvements together with all appropriate fees;

(iii) Compliance with Final Approval, unless portions of the Final Approval have been expressly waived by the Borough or have been

superseded by later letters (the parties agree that the aforesaid Final Approval and review letters mentioned therein are incorporated herein by reference as though more fully set forth herein); and

(iv) Developer complying with all provisions of this Agreement.

b. **PLANS INCLUDED IN AGREEMENT.** The Plans, specifications, supporting documentation and other documents showing details as required by the Ordinances of the Borough are hereby submitted as part of this Agreement and incorporated herein by reference as though more fully set forth herein. The right of Developer to construct the Improvements hereunder is specifically conditioned upon the Plans and submissions upon which the Borough's approval was granted being factual and accurate. If it appears, upon construction, or at any time hereafter, that the Plans and submissions were materially in error, then the Developer shall cease all work on the portion of the Improvements affected by the error and submit revised plans to the Borough for review and approval in the same manner as any other subdivision or land development application submitted to the Borough. Pending the approval of any such revised plans by the Borough, Borough shall have no obligation to issue any necessary additional permits to allow the Developer to construct the Improvements depicted on the Plans and submissions and, further, the Borough shall have the right to stop any of the work being done on the Improvements affected by the error. The parties agree that monetary damages are inadequate to remedy a breach of this paragraph by Developer and that the Borough may specifically enforce the provisions of this paragraph by an appropriate action in equity.

c. **PERFORM ALL WORK IN A COMMERCIALY REASONABLE MANNER.** Developer shall erect all public improvements on the site and perform all other work in a commercially reasonable manner to the reasonable satisfaction of the Borough Engineer and in accordance with the Final Approval, the Plans, all applicable Borough ordinances, rules and regulations and all rules and regulations of the DEP.

d. **BOROUGH ENGINEER'S RIGHT TO STOP WORK.** All work shall be done in accordance with the Plans. After the expiration of ten (10) business days prior written notice to Developer setting forth a material default and affording Developer the opportunity to cure said default (and except for emergency situations where no prior notice is required), the Borough Engineer is hereby granted the right to stop any of the work being done on the Improvements if the Engineer finds any work is not being done in material accordance with Plans previously referred to, or this Agreement.

e. **REMOVAL OF DEFECTIVE MATERIAL.** Developer covenants and agrees that in the event any materials used in construction shall be rejected or disapproved by the Borough Engineer as defective, unsuitable, not done in a good and workmanlike manner, not completed in accordance with the ordinances, resolutions, regulations and specifications of the Borough, the Plans and the materials submitted to and approved by DEP, or done without appropriate inspection, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the reasonable satisfaction and approval of the Borough Engineer at the cost and expense of the Developer.

f. **ROADWAY AND DRIVEWAY IMPROVEMENTS.** No on or off-site roadway or driveway work shall commence until a schedule of the work to be done has been submitted by the Developer and approved in writing by the Borough Engineer and PaDOT if

PaDOT approval is required. In the event the Developer is required to obtain approval from PaDOT for any roadway improvements and such approval has not heretofore been obtained, Developer shall first submit its application to the Borough for review by the Borough Engineer. The Borough agrees that once approved by the Borough Engineer, it will forward any such application to PaDOT for consideration. The Developer shall provide competent personnel for traffic control during the construction of the roadway and signalization improvements. If adequate traffic control is not provided, as determined by the Borough in its sole discretion, the Borough Police Department shall assume responsibility for such traffic control; the Developer shall reimburse the Borough for the cost of providing police personnel for this purpose.

g. GRADING PLAN. It is also agreed that the property included in the Plans shall be adequately drained so as to eliminate any nuisance occurring by the accumulation of surface waters thereon, or adjacent thereto. In no event shall the final grading permit allow a pooling or accumulation of water that could reasonably be anticipated to last more than twenty-four hours after a rain ceases.

h. SWALES. Where grading is such that surface water drains along a swale or ditch across the Real Estate, a declaration of restrictive covenants or other appropriate document, enforceable by the Borough, shall be recorded by Developer and shall contain a restriction requiring that no change in grade will be permitted in the line of such swale or ditch, nor any obstruction be placed in such a way as to interfere with such surface drainage within or along such swale or ditch.

i. DISPOSAL OF DEBRIS. Developer will be responsible for the discarding of waste materials such as building materials, paper, cartons, and the like (whether discarded by it or others employed by it or by others engaged in the delivery of the aforesaid materials, and the construction of the Improvements) and agrees to prevent the same from being buried on the Real Estate or deposited, either by being thrown or blown upon any land adjacent to, or within, the vicinity of the Improvements. Developer shall be responsible to remove trash and waste material from the Real Estate as frequently as necessary to maintain the Improvements in a neat and tidy fashion.

j. BLASTING. In the event that any blasting is required for the installation of any Improvements, any and all required permits shall be obtained from the appropriate State, County, Borough and Federal officials prior to the commencement of any blasting activities. No blasting shall be undertaken in violation of Borough Ordinances, resolutions, or regulations, as they presently exist or are hereafter amended. Furthermore, if any blasting is to take place, the Developer shall notify the Borough at least five (5) days prior to the date of blasting as to when the blasting activity shall commence. All adjacent property owners shall be notified of the Developer's intentions to blast at the time of filing for the necessary permits. The Developer shall once again notify the adjacent property owners at least five (5) days prior to the date of the commencement of blasting activities. Furthermore, if the Developer shall require blasting on the site, the blasting company shall deposit with the Borough Manager, prior to requesting permits to allow blasting, a second certificate of insurance naming the Borough and the Borough Engineer as additional insureds with a specific reference to blasting activities, and the amount of insurance shall be the same amount of insurance as is required by paragraph 28 of this Agreement.

k. "AS-BUILT". Developer shall supply "as-built" drawings to the Borough covering all of the Improvements within the development including all construction details, specifications and other information required by the Borough. The "as-built" drawings shall be certified and sealed by a qualified engineer and shall be supplied within thirty days after completion of construction.

l. COMPLIANCE WITH APPROVAL RESOLUTION. Developer shall comply with the Approval Resolution adopted by Borough Council and filed as action 2023-52 and in furtherance thereof, applicant shall pay a fee in lieu of Park and Recreation in the amount of One Thousand Five Hundred Dollars (\$1,500.00) payable at the time of the application for a building permit on either of the said lots being created pursuant to this subdivision. In all other respects, the applicant shall comply with the conditions set forth in Resolution 2023-52.

4. Developer's Insurance and Indemnity.

a. INSURANCE. Developer agrees to indemnify, defend and hold harmless the Borough, its officials, its employees, its agents and its professionals (the Borough Engineer, the Borough Solicitor) for any loss suffered by any of them as a result of the construction of the Improvements contemplated under this Agreement and Developer will maintain in full force and effect during the period of construction and installation of the Improvements contemplated under this Agreement and the period of maintenance thereof, policies of liability insurance insuring Developer, Borough, its officials, its employees, its agents and its professionals (as hereinbefore defined) from liability for personal injury and property damage claims and will have Borough and its professionals named as additional named insureds in each of the following type policies and to provide the following coverages:

(i) Developer's General Liability: \$500,000.00 coverage for personal injury liability; \$500,000.00 coverage for property damage liability.

(ii) Public Liability and Property Damage Insurance: \$500,000.00 coverage

(iii) Automobile Liability: \$500,000.00 coverage for personal injury liability; \$500,000.00 coverage for property damage liability

(iv) Workmen's Compensation Insurance: Statutory Limits The insurance certificate issued on behalf of the Borough shall include the following statement:

IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT AN ENDORSEMENT BE ISSUED WHEREBY THE INSURER (AND DEVELOPER AGREES AS WELL) TO NOTIFY PERKASIE IN WRITING, AT 620 WEST CHESTNUT STREET, PERKASIE, PA 18944, ATTN: BOROUGH MANAGER, VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY FOR WHICH RECEIPT IS ACKNOWLEDGED, OF INSURER'S INTENTION TO CANCEL ANY OF THE ABOVE DESCRIBED POLICIES.

b. **BOROUGH TO BE HELD HARMLESS.** Developer shall, at all times, indemnify, defend and hold the Borough, its employees and its professionals harmless from any claims or suits [including those arising from the alleged or actual negligence of the Borough, its officials, its employees, its agents, and its professionals (Borough Engineer, Borough Solicitor, Borough Planner, and Borough Landscape Review Consultant)] which may result from the approval of the within development, the construction of the Improvements required by this Agreement, or which any adjoining or nearby property owners or any person whatsoever may bring against the Borough or against its officials, its employees, its agents or its professionals (as hereinbefore defined) and/or against the Developer, and any of its officials and employees, or subcontractors, for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by conditions arising from the Improvements or caused by Developer or its agents during construction. Included, by way of example but not limitation, within Developer's indemnification of the Borough, its officials, its employees, its agents and its professionals is Developer's agreement to protect Borough, its officials, its employees, its agents and its professionals and hold the Borough, its officials, its employees, its agents and its professionals harmless from any claim related to the flow of stormwater from the Real Estate on to adjacent neighboring properties that is caused by completion of the Improvements. Developer's indemnification of the Borough, its officials, its employees, its agents or its professionals shall include, but not be limited to reasonable legal, engineering and expert witness fees; and for any judgment rendered against the Borough, its officials, its employees, its agents or its professionals, by any person or entity including adjoining or nearby property owners from alleged conditions arising out of Developer's construction activities or any alleged defects of the Improvements.

5. Reimbursements to Borough.

a. **REIMBURSEMENT FOR COSTS.** Developer agrees to reimburse the Borough within thirty (30) days after receipt of a bill from the Borough, for all reasonable costs incurred by the Borough in connection with the Plan, the construction of the Improvements required by this Agreement, the enforcement of this Agreement, the enforcement of any Borough Ordinances as related to the Plan, the cost of addressing any occupant's reasonable complaints as related to the Plan, the cost of the preparation of this Agreement, any Escrow or Tripartite Agreements, the preparation of any Deeds of Easement if required hereunder, the recording of any instruments required under this Agreement, and any and all such other reasonable costs incurred by the Borough in connection with or on account of this Agreement and/or any of the matters dealt with herein, including but not limited to, engineering; design and plan review; inspection and legal fees, plus ten percent (10%) of the amount of said bills to defray the cost of clerical work by the Borough. Any balance not paid within thirty (30) days shall be charged interest at the rate of 1.25% per month, or any part thereof that such balance is past due. Developer agrees that no reductions in the Deposit in accordance with paragraph 1.e. hereof will be made until any overdue balance then due the Borough is first paid in full, and that Borough is hereby authorized to deduct from such security any overdue balance owing the Borough upon ten (10) days' notice to the Developer. However, nothing herein shall prevent Developer from contesting Borough invoices pursuant to the procedures set forth in Pennsylvania Municipalities Code, 53 P.S. 10509 and 10510. In the event there is any overdue balance due the Borough with respect to any phase in the development of which this phase is a part and provided Developer has not filed a proper challenge to said invoice pursuant to the Pennsylvania Municipalities Code, 53

P.S. 10510 then Developer agrees that Borough may withhold the issuance of any building, occupancy or other permits relating to the Improvements.

b. **ENGINEERING AND LEGAL ESCROW.** Developer shall deposit with the Borough the sum of One Thousand Eight Hundred Dollars (\$1,800.00) in an escrow security account ("ESA") as security, for the payment of all reasonable charges and fees of an engineering and legal nature which may be incurred by the Borough in connection with this Agreement and any aspect of the Improvements and as further provided for in Paragraph 5.b. hereof. A minimum balance of Five Hundred Dollars (\$500.00) shall be maintained by Developer with the Borough at all times, and if the amount held in the ESA for this purpose falls below said balance, then the Developer, on notice from Borough, shall within seven (7) days deposit an additional amount sufficient to pay all administrative, engineering and legal costs and fees as provided for in this Agreement subject to the limitations set forth in 53 P.S. 10510, and to maintain the minimum Five Hundred Dollars (\$500.00) balance in this security fund, until the final maintenance fund above mentioned has been released by the Borough. The Borough shall, at the time it issues the certificate of completion to the Developer, deliver to the Developer an itemized statement of all such costs incurred by the Borough in regard to the work contemplated herein, together with the balance of any monies remaining in the ESA. Should the ESA be inadequate, for any reason, to allow reimbursement to the Borough for engineering and legal expense, the Borough, after ten (10) days written notice affording Developer the opportunity to cure, shall have the right to reimbursement from the security posted in accordance with paragraph a. hereof.

6. Completion of Developer's Improvements.

a. **COMPLETION DATE.** The work on the Improvements shall be completed no later than one (1) year from the date of this Agreement, provided, however, that by mutual written agreement of the Borough and the Developer, the time of performance and completion may be extended, and in such case, the Borough may require additional escrow money if the cost of doing the remaining work might exceed the amount in escrow. If: (i) the Developer fails to perform the work as herein specified; or (ii) if the Borough agrees to extend the time of performance and completion (which agreement shall not be unreasonably withheld) and during such period as extended the Borough, in its sole discretion, determines that adequate progress is not being made toward completion of the Improvements, then the Borough may, at its option, after ten (10) business days' notice in writing or without such notice in the event such notice cannot be given before the Deposit terminates, demand that the amount remaining in the Deposit be turned over to the Borough in which case the Borough will proceed to complete the required Improvements to the extent deemed necessary by the Borough, pay all costs, and then return any balance to the Escrow Agent or Surety. While it is understood that the Improvements are to be completed within one (1) year of the date of this Agreement, nevertheless Developer shall remain responsible and obligated to complete the Improvements regardless of whether they are completed within the stipulated time period. Borough has the right to either extend the time for completion or declare this Agreement in breach if the Improvements are not completed within the stated time or if the Borough determines, in its reasonable discretion during any extended time for completion that adequate progress is not being made toward completion of the Improvements. However, nothing herein shall be construed to require the Developer to begin the construction of the Improvements or to permit the Borough to do so, in the event that the Developer determines not to proceed with the development. Should Developer commence

construction, all of the terms of this Agreement shall continue in full force and effect until all Improvements are completed and approved by the Borough.

b. FINAL RELEASE OF DEPOSIT. When the Developer has completed all of the necessary and appropriate Improvements as set forth on Exhibit "A" and so notified the Borough under Section 510(a) of the MPC (53 P.S. §10510(a), the remaining security, other than the maintenance bond under Section 509(k) of the MPC (53 P.S. §10509(k)) as provided above, shall be returned to the Developer after the Borough Engineer has filed with the Borough a Certificate of Completion, and only after release of same is approved by the Board in accordance with Section 510 of the MPC (53 P.S. §10510). It is expressly understood that the Developer will not submit notification to the Borough pursuant to Section 510 of the MPC (53 P.S. §10510) unless and until the Improvements specified in Exhibit "A" hereto are completed in accordance with the final approved plans. However, Developer may request reductions in the amount of the Deposit pursuant to Paragraph 1.e. herein. Dedication of completed portions of Improvements will not be accepted. When any portion of the Improvements shall not be approved or shall be rejected by the Borough, the Developer shall have ninety (90) days from the date the Borough Engineer files his/her report to complete and/or repair such unapproved or rejected Improvements and again notify the Borough of their completion and/or repair under MPC Section 510(d). In such case, the Borough Engineer's report made under MPC Section 510(a) shall be limited to only those Improvements that were previously unapproved or rejected. In the event the Borough Engineer's inspection of the Improvements that originally were unapproved or rejected by the Borough indicates the Developer has successfully completed those items and/or repairs, then the Borough shall act to accept dedication of the Improvements in accordance with MPC Section 510. However, if: (i) the Developer fails to complete and/or repair such unapproved or rejected Improvements and again notify the Borough of their completion and/or repair in accordance with Section 510(d) of the MPC within ninety (90) days from the date the Borough Engineer previously filed his/her report; or (ii) if the Borough Engineer again rejects such previously unapproved or rejected Improvements, then any subsequent report made by the Borough Engineer in accordance with a notification of the completion of Improvements made by the Developer under Section 510(d) of the MPC shall address all of the Improvements in the development and not just those that had previously been rejected or not approved by the Borough Engineer.

c. BUILDING PERMITS/OCCUPANCY. Immediately upon execution of this Agreement, recording of the Plan and Developer posting the ESA and the Deposit, Developer shall be permitted to receive building permits to construct the buildings on the Real Estate provided that all soil and erosion control measures are installed and functioning as required by the Plan and DEP permit and provided the Borough and its consultants have safe ingress and egress to the Real Estate and buildings under construction. However, it is agreed, that the Real Estate may not be occupied before the Improvements, including water and wastewater Improvements, are substantially completed to the extent reasonably required by the Borough. All Borough requirements in this regard will be consistent with the Final Approval, this Agreement, and the MPC.

d. DEED OF EASEMENT. All required easements in favor of the Borough for access, utilities, stormwater, and roadway improvements must be granted and recorded concurrently with the recording of the Plan; PROVIDED, HOWEVER, that the Developer shall be responsible for enforcement of the terms of any required easements until the Improvements

are completed and approved by the Borough in accordance with this Agreement. It is agreed that the Developer shall include in a unilateral declaration or other suitable document, in form satisfactory to the Borough Solicitor, the right of the Borough to inspect and maintain (if the Developer or its successors and assigns shall fail to do so) all storm sewer installations required under the Site Plans. However, it is expressly understood that the Developer's responsibility with respect to the Improvements will be transferred to a Homeowners Association pursuant to the terms of the Homeowners Association documents to be approved by the Borough Solicitor. The delivery, acceptance, and/or recording of said easements and/or declaration shall not constitute either acceptance or approval of any work or Improvements covered by this Agreement.

e. **RESPONSIBILITY FOR IMPROVEMENTS.** It is expressly understood and agreed that the Borough does not hereby accept any responsibility for the maintenance of any streets, roads, or other Improvements, that the Borough (until dedication) does not hereby accept the streets or roads as part of the public road system of the Borough, that the Borough in no manner assumes any liability in connection with said Improvements. The Developer assumes full responsibility in connection with the Improvements of every kind whatsoever and the cost thereof. The Borough's sole interest in the Improvements is the enforcement of the terms of this Agreement and of the laws and ordinances under authority of which this contract is executed. It is agreed that the notwithstanding any reductions approved pursuant to Paragraph 1.e., Deposit shall continue to contain sufficient funds under this Agreement until the Improvements are completed and approved by the Borough.

f. **DEVELOPER TO PROVIDE TITLE INSURANCE.** If the Developer intends, or if the Plan provides for, any part of the development to be dedicated to the Borough or any easement over part of the development to be conveyed to the Borough, at the Borough's request, the Developer shall provide with such deeds or easements a policy of insurance issued by a reputable title insurance company with nominal policy limits, but which policy shall insure to the Borough that as of the date(s) of the conveyance, the title to be conveyed to Borough is good and marketable, and free and clear of all mortgages, judgments, liens or encumbrances, and all taxes which might affect Borough's title have been paid.

7. Miscellaneous.

a. **WAIVERS.** It is further expressly understood and agreed that nothing contained herein shall waive any requirements, Ordinances of the Borough, or the land development regulations, and nothing contained herein empowers the zoning officer, building inspector or engineer to waive any such requirements.

b. **DEVELOPER'S DEFAULT.** In the event that Developer is in material violation of any provision of this Agreement, then the Borough may, at its option, after ten (10) business days' notice in writing has been provided to Developer and Developer has failed to cure such violation, or without such notice in the event such violations require immediate attention to prevent and/or eliminate any risk to property, health, safety or the environment, forthwith revoke any and all Building Permits for any units that are not yet completed and issue a stop work order(s) and Developer hereby agree to comply therewith until such time as any deficiency or violations have been corrected to the satisfaction of the Borough.

c. ASSIGNMENT. This Agreement may not be assigned by Developer without the written consent of Borough, which consent will not be unreasonably withheld and will be granted upon satisfactory proof that the Improvements will be properly installed and secured or the execution of an assumption of the terms of this Agreement by the assignee.

d. RIGHT TO ENTER THE PROPERTY. Developer shall retain the right, either by deed reservation or otherwise, for itself and for the Borough, to enter upon the Real Estate, before or after it is conveyed, in order to correct or modify stormwater or grading problems when required to do so by the Borough.

e. MONUMENTS. Property monuments, as designated on the Plan, must be in place for each unit within the development before occupancy of that unit will be permitted. The proper placement of the monuments must be approved by the Borough Engineer.

f. CONSTRUCTION TRAILERS. Upon the execution of this Agreement, the Developer may locate Temporary Structures, including by way of example but not limitation, construction trailers and tents, only within the required setback areas. Temporary structures shall not be located within existing or proposed open space areas, unless specifically shown on the Plan and approved by the Borough.

g. NOTICES. Wherever provision is made in this Agreement for giving, service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been given and delivered, if mailed with the United States Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

BOROUGH:
BOROUGH OF PERKASIE
620 W. Chestnut Street
P.O. Box 96
Perkasie, PA 18944
ATTN: Borough Manager

With a copy to:
Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Blvd.
Langhorne, PA 19047

DEVELOPER:
Gregory A. Nyce and Malisa Ann Nyce
1017 N. Ridge Road
Perkasie, PA 18944

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement, or other instrument shall be

deemed to have been given, served, and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

h. PERSONS BOUND. This Agreement extends to and binds the surety, if any, the heirs, executors, successors and assigns of the Developer and the Borough.

i. HEADINGS NOT PART OF AGREEMENT. Any headings preceding the text of the several paragraphs hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

j. MODIFICATION. This Agreement constitutes the entire agreement between the parties and no change, alteration, cancellation, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

k. SEVERABILITY. In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining paragraphs or parts thereof.

l. COUNTERPARTS. This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

m. GOVERNING LAW. This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

n. AUTHORITY TO SIGN ON BEHALF OF DEVELOPER. Those individuals executing this agreement on behalf of Developer have authority to do so.

[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written, each intending to be legally bound hereby.

WITNESS:

DEVELOPER:

Witness: _____

By: _____
Gregory A. Nyce

Witness: _____

By: _____
Malisa Ann Nyce

ATTEST:

**BOROUGH COUNCIL OF
PERKASIE BOROUGH:**

Andrea L. Coaxum, Manager

By: _____
James Ryder, President

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ____ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared Gregory A. Nyce, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ____ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared Malisa Ann Nyce, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ____ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared JAMES RYDER, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ____ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared ANDREA L. COAXUM, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT "A"
ESCROW TABULATION



January 12, 2024

Project No.: 23-06078

Andrea L. Coaxum
Borough Manager
Borough of Perkasio
620 West Chestnut Street
P.O. Box 96
Perkasie, PA 18944

Reference: Nyce Minor Subdivision
1017 North Ridge Road
TMP #33-007-009
Financial Security Escrow Review

Dear Andrea:

Gilmore & Associates, Inc. (G&A) has reviewed the Financial Security Estimate for the Nyce Minor Subdivision, as prepared by Brian K. Patterson, P.L.S., dated January 8, 2024, as related to the Minor Subdivision Plans prepared for 1017 N. Ridge Road, as prepared by Bux-Mont Surveying Services, LLC, seven (7) sheets, dated August 18, 2023 and last revised January 8, 2024.

We would recommend the Applicant obtain a Letter of Credit in the following amount for construction of Nyce Minor Subdivision, which we note excludes water, sewer, gas, and electric service items, which should be escrowed separately with the respective authorities, if required:

FINANCIAL SECURITY LETTER OF CREDIT:

Construction Cost:	-	\$18,000.00
10% Contingency:	-	\$1,800.00
10% Admin/Insp/Eng/Legal:	-	\$1,800.00
Total Construction Cost:	-	\$21,600.00

Enclosed is a copy of the Escrow Status Report Form dated January 12, 2024. The Applicant/Contractor should utilize this form when requesting release from the Financial Security Fund. The quantities to be considered for release should be placed in the right-hand column for each construction item. Each request shall be accompanied by the appropriate spreadsheet and a cover letter stating the final dollar amount of the release request. Prior to making the release request, the Applicant/Contractor and our Construction Observer shall review the items requested for release.

If you have any questions, please do not hesitate to call.

Sincerely,

Douglas C. Rossino

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

DCR

Encl.: Escrow Status Report Form

cc: Cassandra L. Grillo, Zoning Officer and Accounting/Permits Clerk
Megan McShane, Executive Assistant
Jeffrey P. Garton, Esq., Borough Solicitor
Gregory A. & Malisa Ann Nyce, Owner/Applicant
Brian K. Patterson, P.L.S., Bux-Mont Surveying Services, LLC
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

ESCROW STATUS REPORT



Gilmore & Associates, Inc.
Engineering and Consulting Services

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Nyce Minor Subdivision	TOTAL CONSTRUCTION:	\$ 18,000.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	23-06078	TOTAL CONSTRUCTION CONTINGENCY:	\$ 1,800.00	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Gregory A. & Malisa Ann Nyce	TOTAL ENGINEERING/LEGAL:	\$ 1,800.00	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	Perkasie Borough	TOTAL ESCROW POSTED:	\$ 21,600.00	TOTAL ESCROW REMAINING:	\$ 21,600.00
ESCROW AGENT:		RELEASE NO.:		TOTAL CONSTRUCTION CONTINGENCY:	\$ 1,800.00
TYPE OF SECURITY:		RELEASE DATE:		TOTAL ENGINEERING/LEGAL:	\$ 1,800.00
AGREEMENT DATE:				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 18,000.00

ESCROW TABULATION		CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE
CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	REQ # 1
1. STORMWATER MANAGEMENT								
1. Infiltration Bed	LS	1	\$ 13,000.00	\$ 13,000.00			1	
2. Level Spreader	LS	1	\$ 5,000.00	\$ 5,000.00			1	

Prepared by: Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

Return to: Jeffrey P. Garton, Esquire
BEGLEY, CARLIN & MANDIO, LLP
680 Middletown Boulevard
Langhorne, PA 19047

TMP: 33-007-009

**STORMWATER CONTROLS AND BEST MANAGEMENT
PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT**

THIS AGREEMENT, made this _____ day of _____, 2024, between GREGORY A. NYCE AND MALISA ANN NYCE (hereinafter referred to as the “Developer”) and the BOROUGH OF PERKASIE, a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, located at 620 West Chestnut Street, Perkasie, PA 18944 (hereinafter referred to as the “Borough”).

WITNESSETH

WHEREAS, the Developer is the owner of certain real property, identified as Bucks County Tax Map Parcel No. 33-007-009 (hereinafter collectively the “Property”), which Developer intends to develop with a residential subdivision; and

WHEREAS, the development has been designed with certain stormwater management improvements; and

WHEREAS, the Stormwater BMP Operations and Maintenance Plan approved by the Borough (hereinafter referred to as the “Plan”) for the property identified herein, which is attached hereto as Exhibit “A” and made part hereof, as approved by the Borough, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, the Borough, and the Developer, its successors and assigns, agree that the health, safety, and welfare of the residents of the Borough and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

BMP(s) – “Best Management Practices”, activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal

Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffer, sand filters and detention basins; and

WHEREAS, the Borough requires, through the implementation of the Plan, that the BMPs be constructed and adequately operated and maintained by the Developer, its successors and assign.

NOW THEREFORE, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

1. The BMPs shall be constructed in accordance with the plans and specifications identified in the Plan.

2. The Developer shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Borough and in accordance with the specific maintenance requirements noted on the Plan.

3. The Developer hereby grants permission to the Borough, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Borough shall notify the Developer prior to entering the Property.

4. In the event the Developer fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Borough, the Borough or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Borough to erect any permanent structure on the land of the Developer. It is expressly understood and agreed that the Borough is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Borough.

5. In the event the Borough, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Developer shall reimburse the Borough for all expenses (direct and indirect) incurred within ten (10) days of receipt of an invoice for same from the Borough.

6. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) by the Developer; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.

7. The Developer, its executors, administrators, assigns, and other successors in interests, shall release the Borough's employees and designated representatives from all damage, accidents, casualties, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Developer or Borough. In the event that a claim is asserted against the Borough, its designated representatives or employees, the Borough shall promptly notify the Developer and the Developer shall defend, at its own expense, any suit based on the claim. If any judgment

or claims against the Borough's employees or designated representatives shall be allowed, the Developer shall pay all costs and expense regarding said judgment or claim.

8. The Borough shall inspect the BMP's at a minimum of once every three (3) years to ensure their continued functioning.

9. This Agreement shall be recorded at the Office of the Recorder of Deeds of Bucks County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Developer, its administrators, executors, assigns, heirs and any other successors in interest, in perpetuity.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto caused this Amendment to be signed and sealed on the date first upon written.

DEVELOPER:

Witness: _____

By: _____
Gregory A. Nyce

By: _____
Malisa Ann Nyce

Dated: _____

Dated: _____

**BOROUGH COUNCIL OF
PERKASIE BOROUGH:**

Attest: _____
Andrea L. Coaxum, Manager

By: _____
James Ryder, President

Dated: _____

Dated: _____

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ___ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared _____ and _____, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of _____, and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ___ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared JAMES RYDER, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
: ss.
COUNTY OF BUCKS :

On this ___ day of _____, 2024, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared ANDREA L. COAXUM, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT “A”

Stormwater BMP Operations and Maintenance Plan

CERTIFICATIONS

I, _____, ACKNOWLEDGE THAT THE STORMWATER MANAGEMENT SYSTEM DEPICTED ON THIS PLAN IS A PERMANENT FIXTURE AND CAN BE ALTERED OR REMOVED ONLY AFTER APPROVAL OF A REVISED PLAN BY THE MUNICIPALITY. THE REQUIREMENTS OF THE PLAN SHALL APPLY TO ALL FUTURE LANDOWNERS.

OWNER _____

I, JASON T. SMELAND, P.E., ON THIS DAY, _____, HEREBY CERTIFY THAT THE SWM SITE PLAN MEETS ALL DESIGN STANDARDS AND CRITERIA OF THE EAST BRANCH PERKIOMEN CREEK WATERSHED ACT 167 MANAGEMENT ORDINANCE.

MAINTENANCE ACKNOWLEDGEMENT

THE STORMWATER FACILITIES AND PIPING (AS SHOWN IN THIS PLAN) ARE A BASIC AND PERPETUAL PART OF THE STORM DRAINAGE SYSTEM OF PERKASIE BOROUGH, AND AS SUCH ARE TO BE PROTECTED, MAINTAINED AND PRESERVED IN ACCORDANCE WITH THE APPROVED STORMWATER PLAN, BY THE HOMEOWNER. THE HOMEOWNER OF TMP 33-007-008 SHALL BE RESPONSIBLE FOR THE MAINTENANCE OF ALL STORMWATER CONTROLS ON THEIR LOT AS WELL AS FOR THE DISCHARGE PIPE ON TMP 33-007-009. MAINTENANCE OF THE THE BMP FACILITY AND STORM PIPING SHALL INCLUDE THE FOLLOWING:

SEMIANNUAL INSPECTION

EXAMINE TO ENSURE THAT, GUTTERS, DOWN SPOUTS, INLET AND OUTLET DEVICES ARE FREE OF DEBRIS AND OPERATIONAL. CLEAN IF NEEDED.

EVERY 6 MONTHS, EACH YARD DRAIN AND CLEANOUT SHALL BE OPENED AND EXAMINED TO MAKE SURE THAT IT IS FREE OF DEBRIS. CLEAN IF NEEDED.

EVERY 6 MONTHS, THE DOWN SPOUT CONNECTIONS TO THE PIPING NETWORK SHALL BE EXAMINED TO MAKE SURE THAT THEY ARE FREE OF DEBRIS. CLEAN IF NEEDED.

EVERY 6 MONTHS, THE SURFACE TRENCH SHALL BE INSPECTED TO MAKE SURE THAT RUNOFF CAN ENTER THE SYSTEM AND THAT THE SURFACE IS NOT CLOGGED. THE SURFACE STONE SHOULD BE REMOVED AND REPLACED AS NECESSARY.

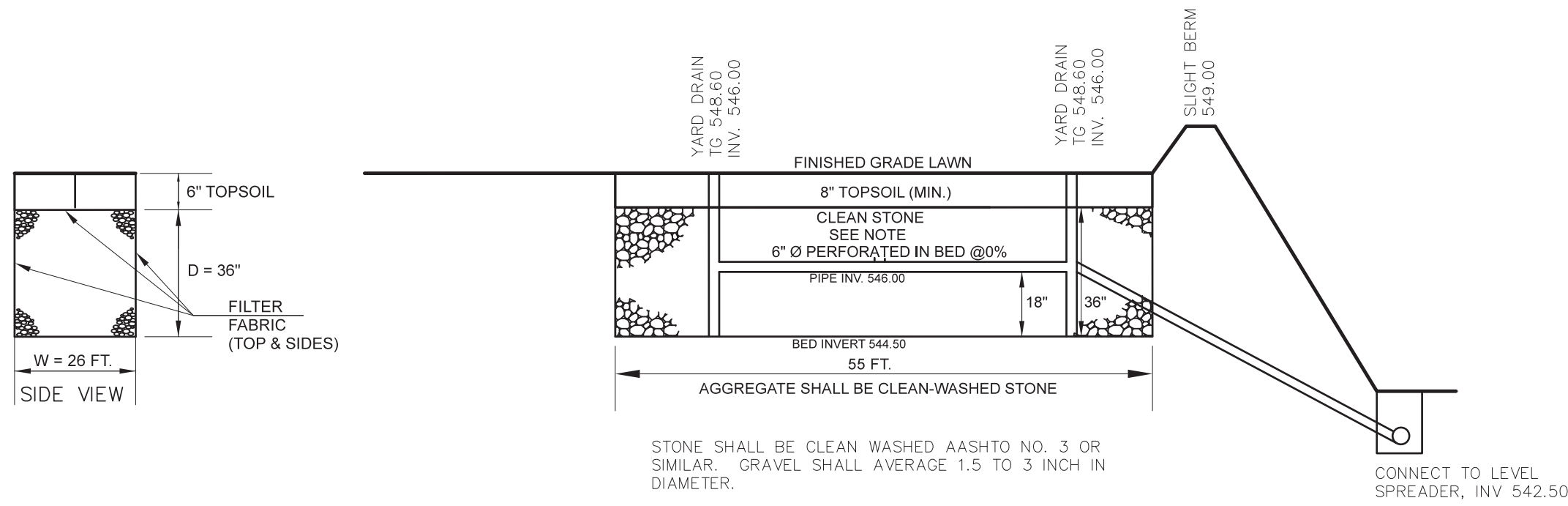
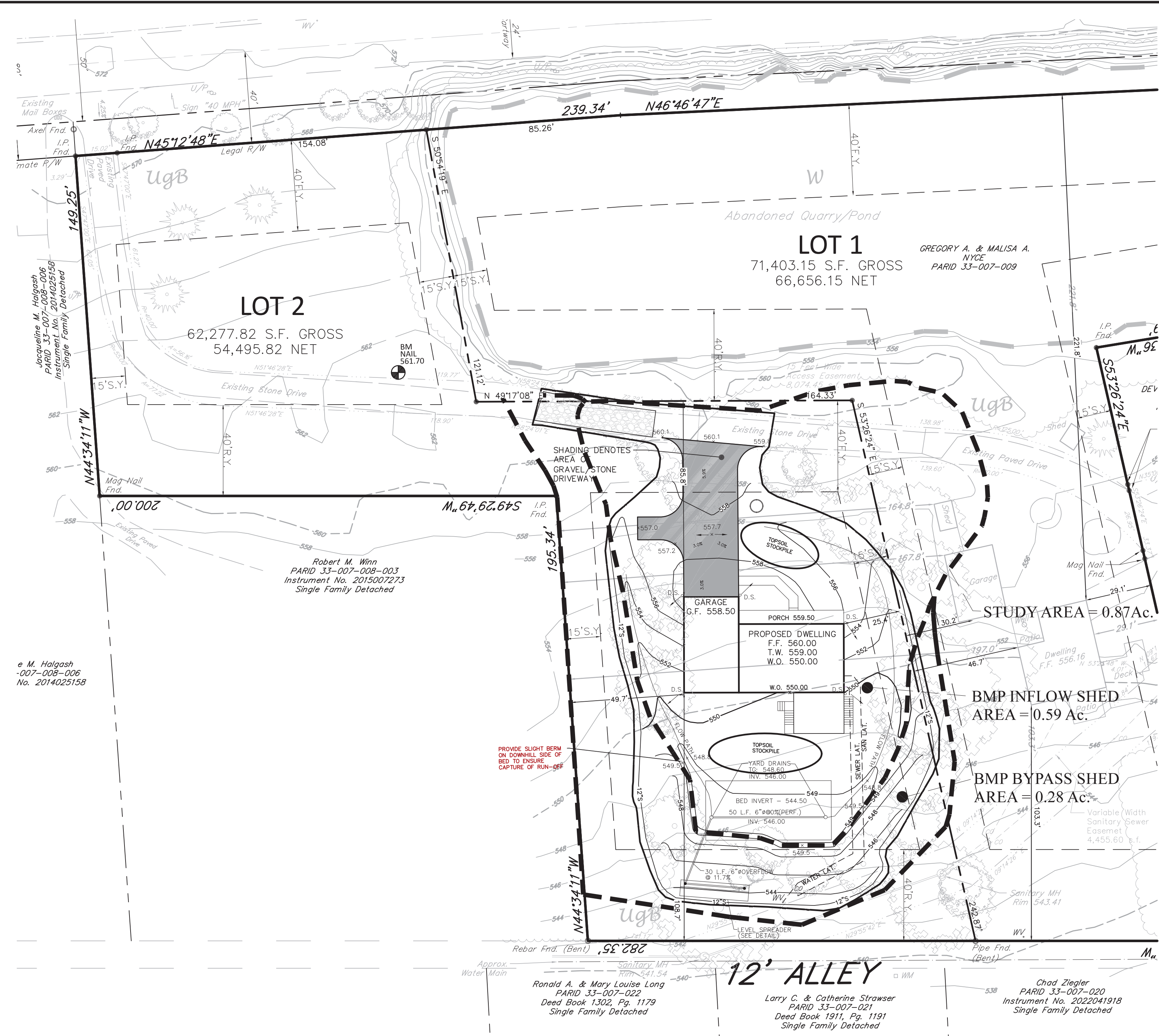
STANDARD MAINTENANCE

THE VEGETATION ALONG THE SURFACE OF THE INFILTRATION BED SHOULD BE MAINTAINED IN GOOD CONDITION, AND ANY BARE SPOTS REVEGETATED AS SOON AS POSSIBLE.

RESOLUTION OF ISSUES

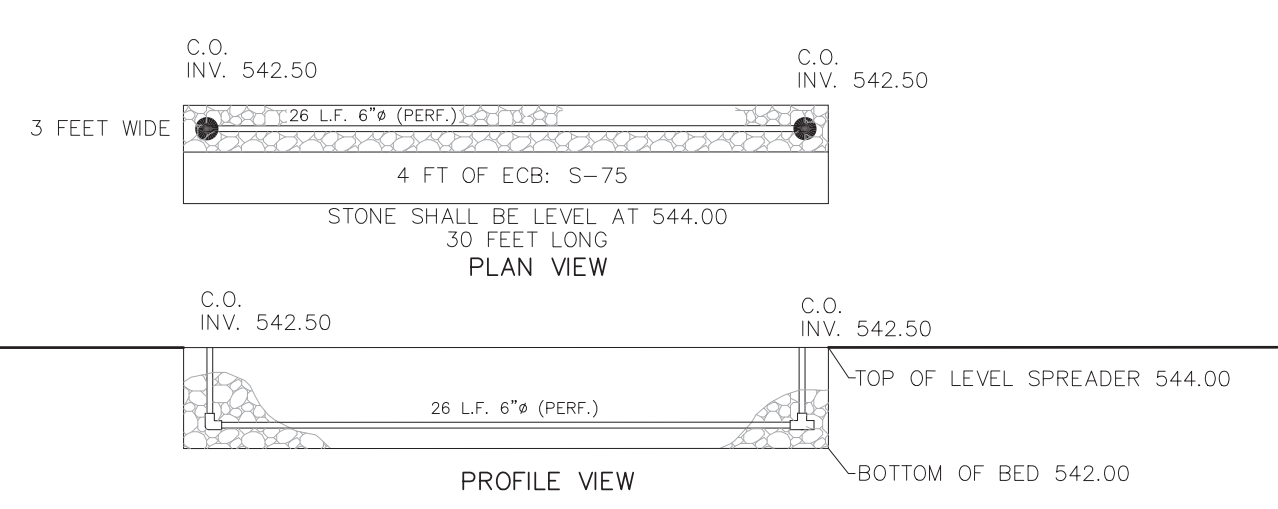
IN THE EVENT THAT A PROBLEM WITH THE FUNCTIONING OF THE STORMWATER FACILITIES IS DISCOVERED A QUALIFIED PROFESSIONAL SHALL INSPECT THE STORMWATER FACILITIES AND PROVIDE RECOMMENDATIONS TO RESOLVE THE ISSUE. ANY MODIFICATIONS TO THE STORMWATER FACILITIES WILL REQUIRE THE APPROVAL OF THE BOROUGH.

A BLANKET EASEMENT SHALL BE PROVIDED TO THE BENEFIT OF PERKASIE BOROUGH FOR THE INSPECTION OF THE STORMWATER BMP. UPON PRESENTATION OF PROPER CREDENTIALS, DULY AUTHORIZED REPRESENTATIVES OF PERKASIE BOROUGH MAY ENTER AT REASONABLE TIMES UPON THE PROPERTY TO INSPECT THE CONDITION OF THE STORMWATER STRUCTURES AND FACILITIES IN REGARD TO ANY ASPECT REGULATED BY THE BOROUGH'S STORMWATER ORDINANCE.



STORMWATER BED DETAIL

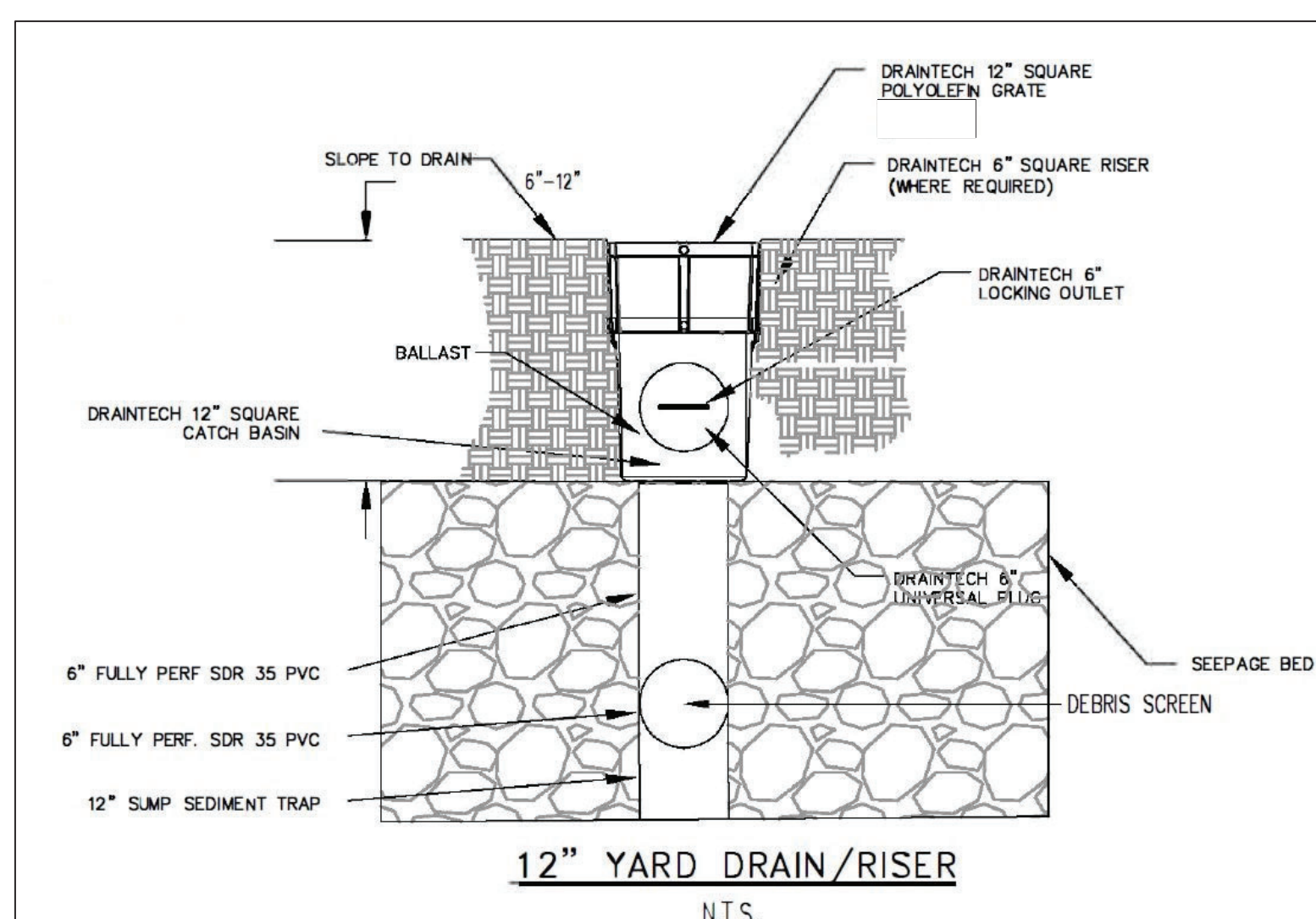
DETAIL NOT TO SCALE
NOTE: PIPING SHALL BE HDPE OR PVC



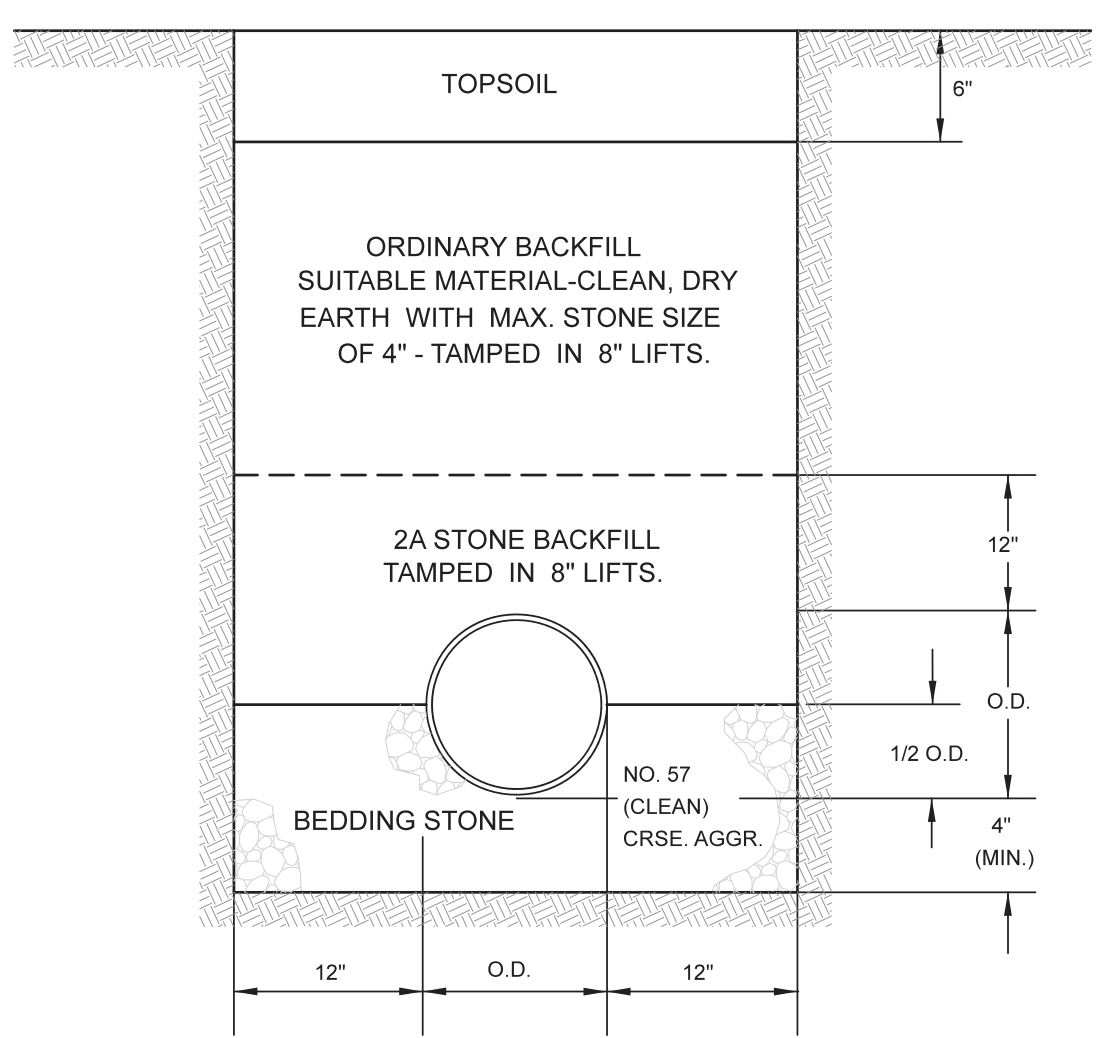
LEVEL SPREADER DETAIL

DETAIL NOT TO SCALE

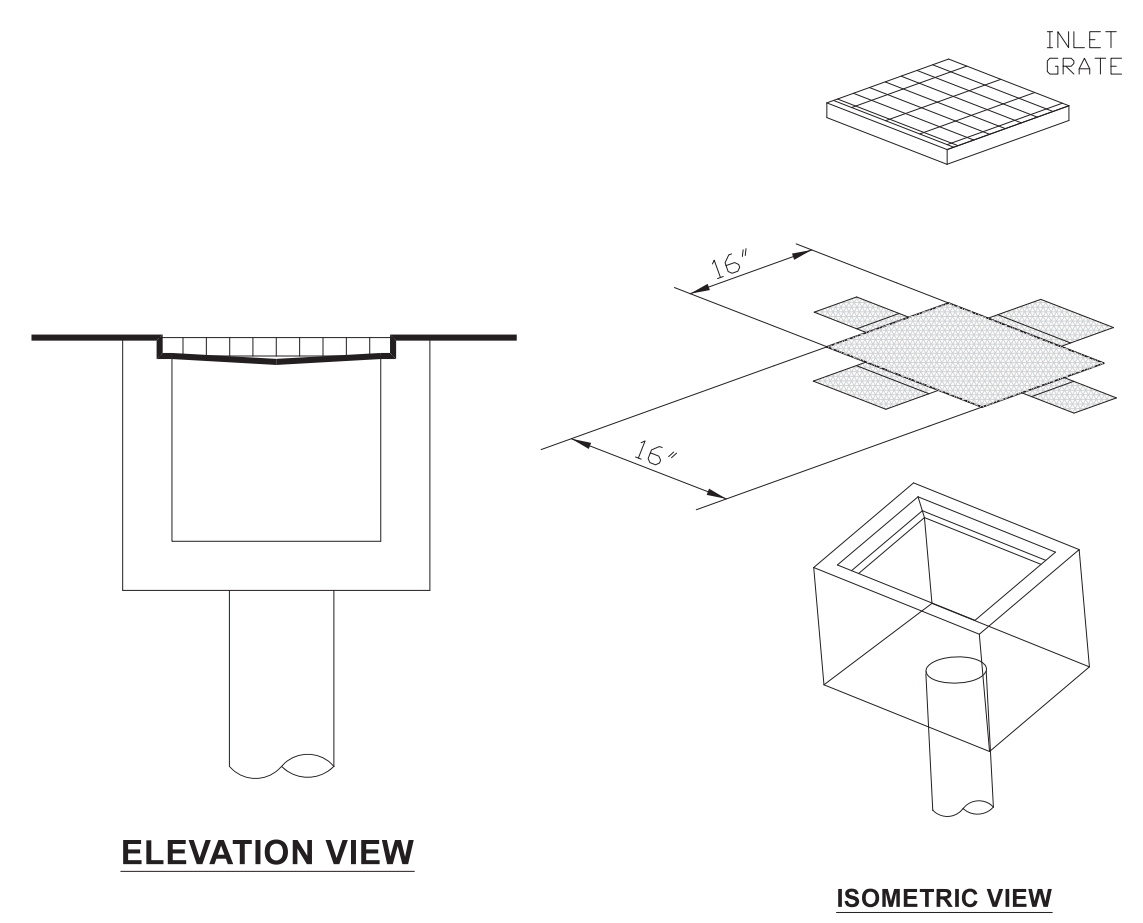
1. LEVEL SPREADER SHALL BE CONSTRUCTED TO ALLOW OVERFLOW FROM STORMWATER UP AND OUT OF THE STONE OF THE LEVEL SPREADER
2. LEVEL SPREADER SHALL BE CONSTRUCTED ENTIRELY OF STONE. STONE SHALL BE CLEAN WASHED AASHTO NO. 3 OR SIMILAR. GRAVEL SHALL AVERAGE 1.5 TO 3 INCH IN DIAMETER, BUT MAY BE TOPPED WITH DECORATIVE STONE.
3. THE LOWER LIP OF THE LEVEL SPREADER SHALL BE AT A CONSTANT ELEVATION OF 544.00
4. FILTER FABRIC SHALL BE PLACED ON SIDES AND BOTTOM OF LEVEL SPREADER TRENCH.



12\"/>



**TRENCH RESTORATION DETAIL
UNPAVED AREAS**



12\"/>

DRAINAGE SHEDS 1:30

9	8	7	6	5	4	3	2	1	
PREPARED FOR:									
GREGORY A. & MALISA ANN NYCE 1017 N RIDGE ROAD PERKASIE, PA 18944									
PREPARED BY:									
BUY-MONT SURVEYING SERVICES, LLC. BRIAN K. PATTERSON, P.L.S. 10 KING ROAD TELFORD, PA. 18969									
DETAIL SHEET 1017 N RIDGE ROAD									
PARCEL 33-007-008 PERKASIE BOROUGH BUCKS COUNTY, PENNSYLVANIA									
DRAWN BY: BKP									
CHECKED BY: BKP									
DATE: 08/18/2023									
PROJECT NO: NYCE									
DRAWING NUMBER: 6 OF 7									
AS PER TMP ENG EMAIL DATED 01/03/2024									
AS PER TMP ENG LETTER DATED 10/31/2023									
AS PER TMP ENG LETTER DATED 9/18/2023									

RESOLUTION NO. 2024-5

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE CONTRACT BETWEEN THE BOROUGH OF PERKASIE AND CODE INSPECTIONS, INC. FOR PROVIDING BUILDING CODE OFFICIAL, PLAN REVIEW, AND INSPECTION SERVICES WITHIN THE JURISDICTION OF THE BOROUGH OF PERKASIE, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, Code Inspections, Inc. has provided the Borough of Perkasia with a Contract for providing Building Code Official, Plan Review and Inspection Services within the jurisdiction of the Borough of Perkasia; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the Code Inspections, Inc. Contract for providing Building Code Official, Plan Review and Inspection Services within the jurisdiction of the Borough of Perkasia.

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

1. Approval of Agreement. The Borough Council herein approves the Code Inspections, Inc. Contract between the Borough and Code Inspections, Inc. for providing Building Code Official, Plan Review and Inspection Services within the jurisdiction of the Borough of Perkasia, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Code Inspections, Inc. Contract between the Borough and Code Inspections, Inc. for providing Building Code Official, Plan Review and Inspection Services within the jurisdiction of the Borough of Perkasia, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 5th day of February, 2024.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President



Borough of Perkasio

Park EVENT Application 2024

RECEIVED

JAN 31 2024

Contact Information

BOROUGH OF PERKASIE

Name:

Debra Detweiler

Organization:

Trinity Lutheran Church

Address:

19 S. Fifth St.

City:

Perkasie

State:

PA

Zip:

18944

Email:

debradetweiler@gmail.com

Cell Phone:

(267) 424-0048

Tax Exempt Organization?



Yes



No

EIN:

23-1463049

Phone:

(215) 257-6801 (church)

Purpose of Application:

Large personal gathering such as birthday party, shower, etc with over 200 attendees



Event such as a festival, party, etc through an organization - will require an event fee plus facility fee

(egg hunt)

5k through the park system - must include map of route

Notes Regarding Application Process:

Requests required 45 days prior to reservation or event

All reservations and events with 50 or more attendees require Council Approval

Requests for additional services does not guarantee services can be provided

All reservations require a Certificate of Insurance evidencing \$1,000,000 in Comprehensive General Liability Insurance and naming Perkasio Borough as Certificate Holder

To be filled out by Staff Only:

Fees due at time of application:

Public gatherings at Park and Pavilions and Event Base Fees

\$	50.00	Park and Pavilion Fee
\$		Electric Key Deposit
\$		Event Permit Base Fee
\$		Total Due
\$		Total Paid
		Staff Initials

Fees due upon Borough Staff/Council Approval:

Additional fees associated with Events

\$		Additional Date Fee
\$		Road Closure fee
\$		Electric Fee
\$		Trash collection fee
\$		Police or Fire Police fee
\$		Park and Pavilion Fee
\$		Electric Key Deposit
\$		No Parking Signs
\$		Total Due
\$		Total Paid
		Staff Initials

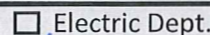
Distribution:



Police Dept.



EMS



Electric Dept.



Parks & Rec Dept.



Fire Dept.



Fire Police



Public Works Dept.



Other: _____

Event Information

Name of the Event: Easter Egg Hunt

Description of the Event: Easter Egg Hunt

Date of Event: Sat., March 30, 2024 Additional Dates: _____ Estimated Attendance: 50

Time of Event**: 10 AM Set up time needed: Begin at 9 AM Tear Down time needed: End by 11:30 AM

Location of the Event (5ks require map of route to be submitted): Menlo Park Pavilion area

Facility Requested and Fees for a 4 hour flexible time period:

	Pavilion	Located in	Resident	Non Res	Non Profit
<input type="checkbox"/>	Rotary*	Lenape	\$ 60	\$ 90	\$ 40
<input type="checkbox"/>	Skate Park*	Lenape	\$ 60	\$ 90	\$ 40
<input type="checkbox"/>	Kulp	Kulp	\$ 50	\$ 75	\$ 35
<input checked="" type="checkbox"/>	Lions*	Menlo	\$ 75	\$ 100	\$ 50

	Park Area	Located in	Resident	Non Res	Non Profit
<input type="checkbox"/>	Twin Bridges	Lenape	\$ 75	\$ 100	\$ 50

**Electric available at these locations only*

*** Fees are for a four hour flexible time period including set up and tear down time. Renters may purchase additional four hour time periods.*

Other Borough Services Requested:

- Police or Fire Police: Yes No
 Trash Collection: Yes No
 Use of Electric: Yes No

Any other Special Requests: _____

Services Offered at Event:

Musicians/Entertainment: Yes No

As a reminder: Borough Ordinance prohibits commercial activities/vendors/fundraising in Borough Parks

All Fees:

- \$ 50 Non-Profit Base permit fee
- * \$ 100 For Profit Base permit fee
- \$ 10 per additional date fee

Hourly rates in Fee Schedule

- \$ - Road Closure fee (1-2 hours)
- \$ - Per Hour Electric Fee
- \$ - Trash collection fee (1-2 hours)
- \$ - Police or Fire Police fee (time worked)
- \$ 2.25 No Parking Signs (each)

** Any parking restrictions and road closures require No Parking Signs to be hung by event organizer two days prior. Number of signs required vary on event and must be picked up and paid for at Borough Hall.

Waiver and Insurance Requirements

Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasia, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorneys' fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Borough.

Insurance

ALL RESERVATIONS require a Certificate of Insurance, naming Perkasia Borough as Certificate Holder, evidencing \$1,000,000 in Comprehensive General Liability Insurance and must be received no later than 2 weeks prior to the event. The Borough holds the right to cancel a reservation with no refund if the required paperwork is not provided.

Waiver of Subrogation

Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

Damage to Property of the Applicant and its Invitees

The Applicant and its employees, officials, volunteers, and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Borough.

Damage to Borough Property

Applicant assumes full responsibility for taking cognizance of the facility conditions at the time of the program. Applicant will be responsible for all damages resulting to or from use of this property. Upon completion of Applicant's operations, Applicant agrees to leave the property in the same condition as it existed before operations, or pay for and complete restoration of said property within 15 days of the completion of the event.

Park Rules and Regulations (Summary)

- The undersigned is familiar with all Borough Park Rules
- The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tobacco, vaping, etc
- Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have

the authority to refuse consent in any instance

- Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
- Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and

pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside trash receptables provided.

- Perkasia Borough Parks and open dawn to dusk
- Perkasia Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage

to persons or property while using the park facilities; all claims for such injury or damage are hereby waived

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

If you find any problems when you arrive please contact Public Works Department at 215-257-5065

Perkasia Borough Non-Emergency Police can be reached at 215-257-6876

EMERGENCY DIAL 911

Applicant certified that the above information is true and correct, has reviewed and is familiar with insurance requirements and guidelines, and familiar with the rules and regulations of Perkasia Borough as set forth in the Code of Ordinances.

Date of Application: 1/31/24 By: Debra Detweiler
Signed: Debra Detweiler

APPROVED: This ____ Day of _____, 20____, subject to the following conditions:

Mayor / Borough Manager

RESOLUTION NO. 2024-6

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE AMENDMENT TO THE LETTER AGREEMENT BETWEEN THE BOROUGH OF PERKASIE AND ST. LUKE'S PENN FOUNDATION, RELATED TO ST. LUKE'S PENN FOUNDATION PROVIDING EMPLOYEE ASSISTANCE PROGRAM SERVICES TO PERKASIE BOROUGH AND PERKASIE BOROUGH'S ELIGIBLE USERS, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AMENDMENT TO THE LETTER AGREEMENT ON BEHALF OF PERKASIE BOROUGH.

WHEREAS, the Borough has previously entered into a Letter Agreement dated February 2, 2023 with Penn Foundation, Inc. d/b/a St. Luke's Penn Foundation, with regard to providing Employee Assistance Program ("EAP") services to Perkasio Borough and Perkasio Borough's eligible users;

WHEREAS, the original Letter Agreement dated February 2, 2023 has been amended as to Section II (Term of Agreement) pursuant to a Letter Agreement dated January 8, 2024; and

WHEREAS, except as expressly modified by Letter Agreement dated January 8, 2024, the original Letter Agreement dated February 2, 2023 remains in full force and effect; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the Amendment to Letter Agreement dated January 8, 2024, as set forth therein.

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

1. Approval. The Amendment to Letter Agreement dated January 8, 2024 between the Borough of Perkasio and St. Luke's Penn Foundation, a copy of which is attached hereto and made a part hereof as Exhibit "A," is herein approved.

2. Execution. The Borough Council authorizes the Borough Manager to execute the Amendment to Letter Agreement dated January 8, 2024 on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 5th day of February, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, President

By: _____
Andrea L. Coaxum, Secretary



January 8, 2024

Ms. Andrea Coaxum
Perkasie Borough Manager
620 West Chestnut Street
Perkasie, PA 18944

RE: EAP Services Amendment

Dear Ms. Coaxum,

This letter is in reference to the letter dated February 2, 2023 between Penn Foundation, Inc. d/b/a St. Luke's Penn Foundation ("SLPF") and Perkasie Borough ("Company") whereby SLPF is providing Employee Assistance Program ("EAP") services to Company and Company's eligible Users.

The parties agree to amend Section II (Term of Agreement), Paragraphs **A** and **B**, by deleting them in their entirety and replacing them with the following:

- A. In consideration of the aforementioned Services, Company agrees to pay SLPF a quarterly fee of \$377.91 (\$26.52 per employee based on 57 employees) = \$1,511.64 annually. Additional training sessions will be charged at the rate of \$250.00 per hour. Payment is due upon receipt of invoice.
- B. The term of this Agreement is from March 1, 2023 – February 28, 2025. Upon completion of the term, this Agreement may only renew for additional periods if mutually agreed to by the parties in writing.

Except as expressly modified by this letter, the provisions of the Letter Agreement shall remain in full force and effect. Execution and delivery of this letter shall not constitute or be deemed to be a waiver by either party of any rights that such party may have under the Agreement.

The agreement of the parties, which is comprised of this letter and the Agreement, sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of this letter and the Agreement.

Please sign and forward to my attention. Email is fine. I will provide a fully signed contract for your records.

Sincerely,

Debra Ryan
Program Manager

AGREED TO BY:

ST. LUKE'S PENN FOUNDATION

PERKASIE BOROUGH

By: _____

By: _____

Name: Robert L. Wax

Name: Ms. Andrea Coaxum

Title: Senior Vice President/General Counsel

Title: Borough Manager

Admin

From: Admin
Sent: Wednesday, January 31, 2024 8:28 AM
To: Admin
Subject: EAP Contract Agreement Renewal Page.
Attachments: SLPF EAP Contract Agreement Page Perkasio Borough.pdf

From: "Ryan, Debra" <Debra.Ryan@sluhn.org>
Date: January 8, 2024 at 4:50:58 PM EST
To: Andrea Coaxum <manager@perkasioborough.org>
Cc: Finance <finance@perkasioborough.org>
Subject: EAP Contract Agreement Renewal Page.

Hello Andrea and Rebecca,

Welcome to 2024! Hope you had a pleasant holiday season.
It's that time of year when I prepare the Employee Assistance Program contract for Perkasio Borough.
I have been working our legal team to simplify the process - and save a few trees.
While our costs have increased, we have not requested a rate increase since 2014.
Please note that we have instituted a 2% increase for the 2024 contract year.

Please review the contract agreement page, sign, and return to my attention.
Email is fine.

I look forward to continuing working together.
All the best,
Deb

Debra Ryan
Employee Assistance Program
Program Manager
St. Luke's Penn Foundation
520 Washington Ave.
P.O. Box 32
Sellersville, PA 18960
215-453-5165
debra.ryan@sluhn.org
www.pfeap.org



February 2, 2023

Ms. Andrea Coaxum
Perkasie Borough
620 West Chestnut Street
Perkasie, PA 18944

Re: EAP Services

Dear Andrea,

This letter constitutes an agreement (the "Agreement") between Penn Foundation, Inc. d/b/a St. Luke's Penn Foundation ("SLPF") and Perkasie Borough ("Company") whereby SLPF will provide Employee Assistance Program ("EAP") services to Company and Company's eligible Users (as defined below), as more specifically described below.

I. **CONTRACTED SERVICES**

In accordance with the terms set forth herein, SLPF shall provide the Company, along with the Company's eligible employees and members of such employee's household (collectively the "Users"), EAP intervention program clinical, support and administrative services (collectively the "Services") designed to assist Users in resolving personal problems that may be adversely affecting a Company employee's performance. SLPF shall be permitted to subcontract such EAP Services as necessary.

Company shall provide SLPF with a list of current employees upon execution of this Agreement and shall provide an update to such list upon SLPF's request. Company shall not be required to provide SLPF with a list of the members of an employee's "household" unless requested, but SLPF shall be permitted to rely upon a Company employee's representation of the members of their household when requesting Services. All EAP Services must be coordinated through the SLPF EAP office by Company Users in order to utilize the service. Users may self-refer to SLPF for Services or may be referred for mandatory EAP through the Company.

A. **Clinical Services:**

- 1) **Professional Counseling Services:** SLPF will provide up to 6 individual User counseling sessions per employee household per year. These sessions are offered via Telehealth or in-person at one of SLPF's EAP locations and will include, but are not limited to, the following services: information, referral, short-term, solution focused individual, family, and couples counseling, telephone consultations, case management services, and supervisor consultations. These services will be provided for both self-referral and supervisor referral cases.
- 2) **Psychiatric Services:** EAP program clinicians may make a recommendation for medication evaluations to a licensed psychiatrist for Users who are Pennsylvania residents aged 18 or older, via Telehealth or in-person at SLPF's Sellersville location. User may use 2 of the 6 counseling sessions for psychiatric consultation.

3) **Confidentiality:**

3a. The confidentiality of client records maintained by SLPF is protected by Federal law and regulations. Users shall be required to complete all necessary forms provided by SLPF. Company shall execute a Business Associate Addendum in the form provided by SLPF.

3b. In cases where the User was referred to the EAP by the Company (Mandatory Referral) SLPF will inform the Company of the User's compliance or non-compliance with treatment attendance as long as the User has signed SLPF's Release of Information form and/or the Mandatory Referral/Release of Information form, subject to the limitations imposed by state and federal law governing confidentiality of drug and alcohol abuse programs.

- 4) **Clinical Forms:** Users, whether self-referred or referred by the Company, shall complete all intake and informational forms required by SLPF for Services, as such forms are made available to Company or Users, as applicable. SLPF EAP does not complete documentation to process disability claims, Family Medical Leave (FMLA), Fitness-For-Duty Evaluations (FFDE), leave of absence, return to work or school, and requests for accommodation (i.e., schedule changes) or diagnosis codes.

B. **Support Services:**

- 1) **Critical Incident Stress Debriefing:** When requested, SLPF can assist with response to "Critical Incidents", defined as trauma, experienced at work, caused by sudden or unexplained violence, accident, loss of life, or other crisis situation. Trained therapists help Users cope with trauma using a well-defined technique.
- 2) **Supervisor/Manager Consultation:** Upon request, SLPF can provide consultation during regular business hours with Company management and/or supervisory staff related to problem solving strategies.
- 3) **Employee Training:** SLPF will provide 1 training (one hour) of Supervisor or Employee Training for the term of this contract at no additional cost on a topic mutually agreed upon by EAP and the Company. Additional hours of training will be billed at a contracted hourly rate (see Section II B). Unused training hours are not transferable to any future contract year.
- 4) **24-Hour Emergency Service:** After hours voicemail will direct Users to trained SLPF crisis professionals.

C. **Program Promotion and Review:**

- 1) **EAP Promotion and Publicity:** We strongly encourage EAP materials be included in Company's employee orientation or open enrollment meetings to further promote this employee benefit to Company staff. Upon reasonable advance request, SLPF representatives are available to provide information sessions and/or a pre-recorded video to share with employees to help them understand their EAP benefit.
- 2) **Quarterly Newsletters:** SLPF will provide Company with a newsletter on a quarterly basis addressing topics relevant to work/life balance.
- 3) **Utilization Reports:** Subject to applicable confidentiality requirements, SLPF will provide Company with quarterly reports indicating utilization of services.

II. TERM OF AGREEMENT

- A. In consideration of the aforementioned Services, Company agrees to pay SLPF a quarterly fee of \$305.50. (\$26.00 per employee based on 47 employees) = \$1,222.00 Additional training sessions will be charged at the rate of \$250.00 per hour. Payment is due upon receipt of invoice.
- B. The term of this Agreement is from March 1, 2023- February 28, 2024. Upon completion of the term, this Agreement may only renew for additional periods if mutually agreed to by the parties in writing.
- C. Either party may terminate this agreement at any time upon receipt of no less than ninety (90) days prior written notice. Either party may terminate this Agreement: (1) for cause in the event of a breach of any material term, condition, warranty or representation of this Agreement that remains uncured to the reasonable satisfaction of the non-breaching party within thirty (30) days after written notice of such breach, or (2) for cause in the event any term or condition of this Agreement is invalid pursuant to any provisions of applicable statutes, rules or regulations or would otherwise cause a party to be in violation of the law and the parties are unable to amend the terms of this Agreement in a mutually agreeable manner.

III. RECORDS

In the event that 42 U.S.C. Section 1395x is applicable to this Agreement, SLPF agrees that: (i) until the expiration of four years after the furnishing of services pursuant to this Agreement, Consultant shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, this Agreement, and any of Consultant's books, documents and records that are necessary to certify the nature and extent of the cost of services provided pursuant to this Agreement, and (ii) if SLPF carries out any of the duties of this Agreement through a subcontract, with a value or cost of \$10,000 or more over a twelve-month period, with a related organization, such subcontract shall contain a clause to the effect that until the expiration of four years after the furnishing of such services pursuant to such subcontract, the related organization shall make available, upon written request by the Secretary of the Department of Health and Human Services, or upon request by the Comptroller General of the United States, or any of their duly authorized representatives, the subcontract, and any books, documents and records of such organization that are necessary to verify the nature and extent of the costs provided pursuant to such subcontract.

IV. OTHER TERMS

- A. Each party understands and agrees that nothing contained in this Agreement shall in any way require or suggest that Company shall be required to refer patients to SLPF or any affiliate of SLPF at any time whatsoever. Nothing contained herein is intended to require and nothing herein shall be construed to require Company to make or influence referrals to, or otherwise generate business for SLPF or any affiliate of SLPF.
- B. Each party shall maintain, at its own expense, on behalf of itself and its employees and agents, such insurance policies as are appropriate and reasonable for its and their activities, in such forms and amounts as may be reasonably sufficient for its potential liabilities, but in no event less than as required by law or regulations. Each party shall provide the other with evidence of such insurance upon reasonable request.
- C. All disputes between the parties to this Agreement, whether arising from the Agreement itself or the

interpretation of its provisions, or arising from alleged facts outside the provisions of this Agreement whether prior to, during or subsequent to this Agreement, including without limitation, negligence, misrepresentation, or any other alleged tort or violation of this Agreement ("Dispute"), shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without reference to choice of law principles or the legal theory upon which such Dispute is asserted. All Disputes shall be resolved by binding arbitration before one neutral arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association then pertaining. The parties hereby consent to the holding of arbitration in Lehigh County, Pennsylvania, and consent to the jurisdiction of the courts in the Commonwealth of Pennsylvania for the enforcement of these provisions and the entry of judgment on any award rendered hereunder. Should the chosen court in the Commonwealth of Pennsylvania for any reason lack jurisdiction, any court with jurisdiction shall enforce this provision and enter judgment on any award. The arbitration proceedings, together with all discovery made pursuant thereto and statements or documents exchanged by the parties in connection therewith, shall be kept confidential and shall only be used by such parties in connection with the arbitration proceedings. THE ARBITRATOR SHALL NOT AWARD ANY PARTY PUNITIVE OR EXEMPLARY DAMAGES, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ANY RIGHT TO SEEK SUCH DAMAGES. All costs of arbitration shall be evenly divided between the parties, exclusive of each party's legal fees and expenses associated with the arbitration, each of which shall be borne by the party that incurs them. This provision shall survive the termination or expiration of this Agreement for any reason, and may be enforced by a party after such event

- D. If either of the parties is delayed or prevented from fulfilling any of the obligations under this Agreement due to a Force Majeure event (as described hereinafter), such party shall not be liable under this Agreement for such delay or failure. "Force Majeure" shall mean an unforeseeable event beyond the reasonable control of a party including, but not limited to, acts of God, vandalism, wars, civil unrest, rebellion, blockades, foreign currency exchange rates, transportation disruptions, telecommunication failures, lightning, fires, floods, explosions, epidemic, pandemic, or hurricanes. The party claiming a Force Majeure event shall promptly notify the other party by written notice providing the reason for the delay, and the anticipated length of time that the performance may be delayed, if known. Neither party to this Agreement shall be deemed to be in default by reason of delay or failure due to Force Majeure.
- E. Notwithstanding anything in the contrary whether with respect to required notices or otherwise, due to directives from a government agency or guidance established by a state or federal health agency, SLPF may, without liability to Company, (a) establish additional requirements necessary for SLPF to provide Services, (b) modify the schedule for Services, and/or (c) temporarily suspend Services. SLPF will advise Company if and when such additional requirements, modification, and/or suspension is no longer required.
- F. Any notice or other communication that is required or permitted under this Agreement shall be in writing and will be effective upon receipt only if delivered by prepaid registered or certified US mail, return receipt requested, or by overnight delivery service, addressed as set forth below, or to such other address as is subsequently specified in writing in accordance with this paragraph: If to Company: To the address and attention set forth on the first page hereto. If to SLPF: St. Luke's Penn Foundation, 807 Lawn Avenue, Sellersville, PA 18960, with a copy to: St. Luke's University Health Network, 801 Ostrum Street, Bethlehem, PA 18015, Attn: General Counsel.
- G. This Agreement and any amendments thereto may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts. Scanned copies of original signatures shall be considered original signatures unless prohibited by applicable laws.
- H. This Agreement sets forth the entire agreement and understanding between the parties and supersedes any prior agreement or understanding, written or oral, relating to the subject matter of

this Agreement. The parties have executed this Agreement by proper persons duly authorized

V. AGREEMENT AUTHORIZATION

Upon the approval endorsed herein by Company and SLPF, this letter with all the terms and conditions set forth herein shall constitute a binding contract between the parties.

Please sign and return. A fully executed contract will be sent to you for your records.

St Luke's Penn Foundation
Company

Perkasie Borough
Company

Debra Ryan, Practice Administrator
Primary Contact/Title

Andrea Coaxum, Borough Manager
Primary Contact/Title

Robert L. Way
Authorized Signer Name Printed

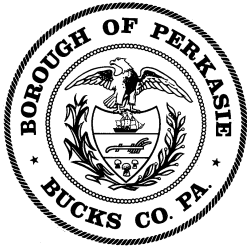
ANDREA L. COAXUM
Authorized Signer Name Printed


Signature


Signature

4-19-2023
Date

4/19/23
Date



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

DATE: February 2, 2024

TO: Borough Council and Mayor Hollenbach

FROM: Rebecca Deemer, Finance Director

SUBJECT: Revised Wage Schedule for 2024

A revised Wage Schedule for 2024 is included in your packet. The Schedule now reflects the contracted annual increase for the Equipment Operator position in the Public Works Department, which was missed in the previous wage schedule due to the fact that the Borough currently does not have any employees in this position. Per the agreement between the Borough and AFSCME, the Equipment Operator position is determined solely by Management.

The Wage Schedule has also been updated to show the step progressions for both the Equipment Operator and Truck Driver positions.

RESOLUTION #2024-7

A RESOLUTION AMENDING THE WAGE SCHEDULE FOR PERKASIE BOROUGH EMPLOYEES FOR THE FISCAL YEAR 2024

BE IT RESOLVED, that beginning January 1, 2024 the approved base salaries or wages of certain position's be established in accordance with the following schedule:

<u>Administration</u>	<u>As of January 1, 2023</u>	<u>As of January 1, 2024</u>
Borough Manager	Per Contract	Per Contract
Assistant Borough Mgr.	\$ --	\$91,457
Finance Director	\$106,090	\$109,803
Executive Assistant	\$62,088	\$64,261
Acctg. & Municipal Permits Clerk	\$53,431	\$45,000
Utility Billing Rep	\$53,480	\$55,352
Accounts Receivable Rep.	\$63,655	\$65,883
Code Administrator	\$53,817	\$55,701
Community Development Director	\$73,872	\$ --
Special Events Assistant	\$17.51/hour	\$21.00/hour
 <u>Police</u>		
Police Chief	\$137,987	\$145,000
Secretary	\$48,048	\$49,730
Records/Admin Assistant	\$60,154	\$62,259
School Crossing Guard	\$17.00-\$18.54/hour	\$17.60-\$19.19/hour
 <u>Public Works</u>		
Public Works Director	\$85,235	\$88,218
Public Works Foreman	\$32.65/hour	\$33.71/hour
Equipment Operator-A0	\$27.00/hour	\$27.87/hour
Equipment Operator-A1	\$27.74/hour	\$28.63/hour
Equipment Operator-A2	\$28.47/hour	\$29.38/hour
Equipment Operator-A3	\$29.21/hour	\$30.15/hour
Equipment Operator-A	\$29.95/hour	\$30.91/hour
Equipment Operator-B	\$24.06/hour	\$24.83/hour
Truck Driver-A0	\$26.50/hour	\$27.37/hour
Truck Driver-A1	\$27.24/hour	\$28.13/hour
Truck Driver-A2	\$27.97/hour	\$28.88/hour
Truck Driver-A3	\$28.71/hour	\$29.65/hour
Truck Driver-A	\$29.45/hour	\$30.41/hour
Truck Driver-B	\$23.56/hour	\$24.33/hour
Laborer-Permanent	\$18.40/hour	\$19.00/hour
Laborer-Temporary	\$17.29/hour	\$17.86/hour

Electric Department

Electric Superintendent	\$123,742	\$128,073
Electric Line Supervisor (Foreman)	\$53.74/hour	\$55.49/hour
Electric Line Worker 1 st Class	\$50.54/hour	\$52.19/hour
Electric Line Worker 2 nd Class	\$42.96/hour	\$44.36/hour
Electric Line Worker 3 rd Class	\$35.38/hour	\$36.53/hour
Electric Helper/Ground Hand	\$30.32/hour	\$31.31/hour

Recreation

	<u>As of January 1, 2023</u>	<u>As of January 1, 2024</u>
Park & Recreation Director	\$85,235	\$88,218
Aquatic Facilities & Program Mgr.	\$50,000	\$50,000
Aquatics Supervisor	\$25.00-\$30.00/hour	\$25.00 - \$30.00/hour
Assistant Aquatics Supervisor	\$19.00-\$20.00/hour	\$19.00 - \$20.00/hour
Head Life Guard	\$17.00-\$18.00/hour	\$17.00 - \$18.00/hour
Life Guard - New	\$15.00/hour	\$15.00/hour
Life Guard - 2nd year	\$15.25/hour	\$15.25/hour
Life Guard - 3rd year	\$15.50/hour	\$15.50/hour
Life Guard - 4th year	\$15.75/hour	\$15.75/hour
Life Guard - 5th + year	\$16.00/hour	\$16.00/hour
Swim Instructor Aide	\$15.00/hour	\$12.00/hour
Swim Instructor Differential	\$.50/hour	\$.50/hour
Front Desk - Supervisor	\$15.00/hour	\$15.00 - \$16.00/hour
Front Desk - New	\$13.00/hour	\$13.00/hour
Front Desk - 2nd Year	\$13.25/hour	\$13.25hour
Front Desk - 3rd Year	\$13.50/hour	\$13.50/hour
Front Desk - 4th + year	\$14.00/hour	\$14.00/hour
Deck Attendant - New	\$10.00/hour	\$10.00/hour
Deck Attendant - 2nd Year	\$10.25/hour	\$10.25/hour
Deck Attendant - 3rd + Year	\$10.50/hour	\$10.50/hour
Recreation Prog Mgr/Director	\$12.50-\$15.50/hour	\$12.50 - \$15.50/hour
Recreation Program Assistant	\$8.75-\$10.25/hour	\$12.00 - \$13.00/hour

Emergency Management Coordinator \$3,000.00

Approved this 5th day of February, 2024.

By: _____
James Ryder, Council President

Attest: _____
Andrea L. Coaxum, Secretary



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

February 1, 2024

TO: Andrea Coaxum, Borough Manager

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Pedestrian Bridge at Pennridge Little League Fields

Andrea,

Being presented to Council at Monday's meeting is an revised sales contract from M&W Precast for the purchase of the bridge and railings.

If Council recalls the Borough signed a contract in November of 2023 but due to site condition design changes the bridge speculations needed to be updated. By doing so the weight of the bridge now requires a crane to provide installation.

The updated sales contract includes \$1500 in updated bridge fees and \$6250 in crane fees. In total, the contract is \$7750 more.

Any questions please let me know.

Sincerely,
Lauren Moll

cc: Jeff Tulone, Public Works Director

RESOLUTION NO. 2024-11

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE REVISED AGREEMENT BETWEEN THE BOROUGH OF PERKASIE AND M & W PRECAST, LLC FOR THE ACQUISITION OF THE PENNRIDGE LITTLE LEAGUE PRE-CAST BRIDGE STRUCTURE WITH BRIDGE RAILING AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE REVISED AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, M & W Precast, LLC has provided the Borough of Perkasia with a revised Contract regarding the acquisition of the Penridge Little League pre-cast bridge structure with bridge railings for the price of \$55,250.00; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the revised M & W Precast, LLC Agreement for the acquisition of a precast bridge structure with bridge railing pursuant to an Agreement, and;

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

1. Approval of Revised Agreement. The Borough Council herein approves the revised Agreement between the Borough and M & W Precast, LLC, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the revised M & W Precast, LLC Agreement between the Borough and M & W Precast, LLC, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 5th day of February, 2024.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”



210 Durham Road
Ottsville, PA 18942
(610) 847-1423
(610) 847-1046 Fax

SALES CONTRACT

This Sales Contract is made on this 1st day of February 2024, by M&W Precast, LLC (hereinafter "Seller") and Borough of Perkasio ("Purchaser"). Both parties acknowledge and agree to the following terms and conditions of this Sales Contract as set forth below.

Seller acknowledges to furnish the building in accordance with the terms and conditions outlined in COSTARS #14, which are incorporated herein as if set forth at length

Project:

**Pedestrian Bridge
Borough of Perkasio
Perkasie, PA**

I. Product & Price

Specifications:

Basis of Design – Design, build, and install three (3) component custom precast concrete pedestrian bridge consisting of straight headwall, angled headwall and bridge deck panel. Bridge to be designed for pedestrian and landscape equipment use only (non H-20 loading).

Detailed engineering calculations and drawings will be provided for all items in this Sales Contract. The structural drawings will be stamped by a Professional Engineer registered in the Commonwealth of Pennsylvania. As such, Seller reserves the right to amend the Sales Contract to comply with any code or regulation required to obtain State/Local Approval. Local/municipal inspections and approvals, including site inspections, building permits and zoning approvals are not included. Seller is not responsible for determining such local requirements.

Foundation to be level within 1/4" +/- in both directions and capable of supporting loads imposed by structure.

Bridge Railing – Design and fabricate 55 L.F. of 42" high steel railing from 1-1/4" schedule 40 pipe frame. Vertical pickets (1-1/4") will be placed 4" center to center. Handrail provided 36" above deck on both sides. Black powder coating applied to railing system prior to site installation. Pockets for railing posts will be core drilled on-site.

Bridge Deck Panel Finish – The pedestrian surface of the bridge deck panel will receive a medium broom finish.

Joint Sealants – Precast to precast joints will be sealed with SIKKA Sikaflex-1A (limestone color) one-part polyurethane, elastomeric sealant.

Installation – Site preparation suitable to M&W Precast, LLC design requirements is responsibility of Purchaser. Delivery of precast components is included by Seller. Crane and operator for off-loading and setting precast components is included in this Sales Contract. Seller’s labor site crew will be compensated per Prevailing Wage Rates for tasks performed in off-loading building components from delivery truck, rigging and setting that is included in this Sales Contract. This proposal assumes delivery equipment can be located adjacent to the final installation destination under our own power. Traffic control devices and/or flaggers are the responsibility of the Purchaser.

Seller will take reasonable precautions to minimize soil disturbance when accessing final site location and will coordinate delivery with Purchaser dependent upon weather and soil stability. Seller is not responsible to restoring site to pre-delivery conditions related to normal delivery procedures.

Warranty – Seller guarantees that the complete structure will have no defect in materials or workmanship for a period of one (1) year, except as limited or extended by the original equipment or component manufacturer.

NOTE: Any items not specifically mentioned above shall be supplied and installed by the Purchaser.

Precast Structure Price:

Precast Sub-Total:	\$ 27,500.00
Crane Rental:	\$6,250.00
Sales Tax:	<i>(not included)</i>
Total:	\$ 33,750.00

Weight of Heaviest Component: 31,000 lbs.

Bridge Railing Price:

Sub-Total:	\$ 21,500.00
Sales Tax:	<i>(not included)</i>
Total:	\$ 21,500.00

Seller is a registered supplier thru Pennsylvania COSTARS-14 (Recreational & Fitness Equipment) and complies with the Terms & Conditions thereof.

This Sales Contract includes freight delivery and skilled nonunion installation labor by M&W Precast, LLC. Crane and operator for off-loading and setting precast components is included in this Sales Contract. Traffic control devices and/or flaggers are the responsibility of the Purchaser.

Delivery to occur on weekdays during normal daylight working hours. Proper site conditions, including clear access roads and a reasonably level surface, so that vehicles, trucks, and cranes can safely maneuver under their own power. All roads, crossings, and load bearing surfaces to be able to accommodate 45,000 pounds plus the tractor-trailer and 13'-6" height. No overhead power lines, obstructions or overhanging trees that could block the maneuverability of equipment.

The price assumes a level unobstructed area large enough for the crane truck to set next to the installation site. No overhead lines or other obstructions may be within a 75' radius of the center of the pad. A firm roadbed with turns that allows a 70'-0" low-bed tractor and trailer must be provided directly to the site. Purchaser is responsible for obtaining all licenses, permits and payment of any fees or taxes relating to the site and installation.

Price is contingent on approval of products as submitted and manufactured by M&W Precast, LLC

Taxes: Any applicable Federal, State or Local Taxes are NOT included.

Bonds: The quoted price DOES NOT include payment and performance bonds.

Payment Terms: Upon approval of this Sales Contract, a non-refundable deposit paid with Bank or Cashier's Check for the amount of 20% of Sale Price must be sent to M&W Precast, LLC to cover specification and submittal preparation costs. An additional 50% deposit is required with the return of the approved submittal package, and prior to pouring concrete. Any outstanding order balance must be paid with a check or credit card five (5) days prior to time of delivery - unless approved credit terms have been established with M&W Precast, LLC prior to submittal package preparation. Payment by credit card is accepted and will incur a 3% transaction fee and should be arranged prior to delivery with our Accounts Receivable Department. If payment is not received five (5) days prior to delivery, the product will not be shipped. If the project is suspended or cancelled, M&W Precast must be compensated for engineering, drafting, materials purchased and manufactured, and any other costs incurred up to the date of termination. Any monetary deposit amount(s) will be deducted from the final sale price prior to delivery. No retention monies shall be withheld from any M&W Precast, LLC invoice.

A tentative delivery date will be established after the approved submittal has been returned. Production and placement of accessory orders will not begin until receipt of the signed approved submittal. At time of production completion, the delivery date will be scheduled as mutually agreed upon. Seller will store materials up to four (4) weeks with NO extra costs. Should items ordered remain in Seller's possession over four (4) weeks after production, items will be billed, and payment expected according to payment terms noted above. If items ordered remain in Seller's possession over six (6) weeks after production, Purchaser will be charged a \$3,000.00 per month storage fee. The storage fee will be billed monthly, and payment expected according to payment terms noted above.

M&W PRECAST STANDARD TERMS AND CONDITIONS:

1. **Applicability.** These terms and conditions are incorporated into Seller's Quotation & Contract (collectively, the "*Contract*"). The Contract comprises the entire agreement between the parties, and supersedes all prior or contemporaneous communications, understandings, agreements, negotiations, representations and warranties. The Contract prevails over any of Purchaser's general terms and conditions of purchase regardless whether or when Purchaser may have submitted a purchase order or contract.
2. **Payment.** Payment terms are Net 30 days from date of Seller's invoice or sooner as may be required by applicable law. Late payments shall accrue a finance charge of one and one-half percent (1½%) per month or the highest rate allowable by law, whichever is less. Seller shall be entitled to recover all costs and expenses, including reasonable attorneys' fees, arising out of Purchaser's failure to make all payments due under this Contract in a timely manner.
3. **Taxes.** Purchaser is responsible for payment of all taxes and duties not specifically assumed in writing by Seller in the Contract. Purchaser agrees to defend, indemnify and hold Seller harmless from any damages and expenses related to any levy or attempted levy of any other taxes on Seller.
4. **Suspension; Termination.** In addition to any other remedies available to Seller, Seller may suspend or terminate this Contract with immediate effect upon written notice to Purchaser, if Purchaser: (i) fails to pay any amount when due under this Contract (or any other agreement Purchaser has with Seller); (ii) has not otherwise performed or complied with any of these terms (or complied with the terms of any other agreement Purchaser has with Seller); (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors; or (iv) exhibits other adverse credit conditions that are unsatisfactory to Seller, as determined by Seller in its sole discretion.
5. **Shipment; Delivery Conditions.** Unless otherwise agreed in writing, all materials purchased by Purchaser shall be FOB Seller's plant sourcing the Contract. If FOB Destination, the Purchaser agrees to provide suitable roadways or approaches to points of delivery. Seller reserves the right to cease deliveries if Seller concludes, in its sole opinion, that the roadways or approaches are unsatisfactory. In the event Purchaser Contracts delivery beyond curb line, Purchaser assumes liability for damages to sidewalks, driveways or other property, loss and expense incurred as a result of such deliveries to the maximum extent allowed by law. Prices quoted herein are based on prompt unloading of trucks, and in case repeated delays in unloading, deliveries may be discontinued until conditions are corrected. Delays of more than 20 minutes are subject to an additional charge. Purchaser also agrees to provide a safe, suitable work area for Seller and its employees.
6. **Title and Risk of Loss.** Title and risk of loss passes to Purchaser at the time any materials are loaded into Purchaser's, or Purchaser's agents', vehicles, barges or other modes of transport, in the case of FOB Plant sales, or in the case of Seller's delivery, upon delivery of the Materials.
7. **Warranty.** Seller warrants that the goods and services herein will conform to the specifications provided to Seller prior to manufacture of the goods and/or Seller's performance of the services. Seller's obligation to meet the applicable specifications supersedes any and all other warranties. SELLER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSES. Purchaser shall verify that Seller's materials comply with the plans and specifications prior to installation. Changes to the plans and specifications shall be made by written change order and Seller shall be entitled to an equitable price adjustment for such changes. The express limited warranty set forth herein shall be void if Purchaser fails to pay Seller in full for the materials provided by Seller pursuant to this Contract.
8. **Time.** Seller shall make reasonable efforts to provide the equipment, labor, materials and/or services by the specified delivery date and provide notice to Purchaser of any expected delays. Seller is not responsible for any delays due to labor disputes, repairs to machinery, fire, flood, adverse weather conditions, inability to obtain transportation, fuel, electric power, or operating materials or machinery at reasonable cost; or by reason of any other cause beyond its control, including the inability to produce materials meeting any applicable specification or requirement. In the event any such contingency should occur, Seller reserves the right to determine the order of priority of delivering to its purchasers.
9. **Modification.** No amendment or modification of this Contract shall be valid or enforceable unless in writing and signed by the party sought to be charged, and no prior or current course of dealing between the parties, or any usage of trade or custom of the industry shall modify or supplement the terms and conditions of this Contract.
10. **No Waiver.** The failure of Seller to exercise any right granted hereunder shall not impair or waive Seller's privilege of exercising such right to any subsequent time or times.
11. **Damages.** Seller's liability for any damages related to this Contract shall be limited to, at Seller's option, (a) replacement of defective materials and work or, at Seller's option, (b) a refund of any payments made by Purchaser. **IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WITH REGARD TO ANY CLAIM ARISING OUT OF OR RELATING TO THIS CONTRACT.** It is further understood that Seller shall not be responsible for any damage to or deterioration of any of its work, whether completed or in process, resulting from any cause or causes beyond its reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by Seller, whether or not such failure or inadequacy was or could have been known at the time its work was undertaken, or for any work performed under adverse weather conditions
12. **Indemnity.** To the maximum extent permitted by applicable law, Purchaser shall defend, indemnify and hold Seller, its officers, employees, agents, insurers, sureties, and affiliates, harmless from any and all losses, damages, expenses (including attorneys' fees), claims, suits, liabilities, fines and remedial or clean-up costs arising out of or in any way related to: (i) Purchaser's breach of this Agreement; or (ii) any act or omission by or on behalf of Purchaser, its employees, contractors and/or agents.
13. **Applicable Law.** This Contract, and the rights, duties, obligations and remedies of the parties shall be governed by or construed in accordance with the laws of the state where the Project is located.
14. **Work Conditions:** If Seller's work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit Seller to perform its work in a normal uninterrupted single shift operation. Unless a time for the performance of Seller's work is specified, Seller shall undertake the work in the course of its normal operating schedule. Seller shall not be liable for any failure to undertake or complete the work for causes beyond its control, and Seller may suspend the work for causes beyond its control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in Seller's opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation; labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which Seller is involved, directly or indirectly. If for causes beyond Seller's control, Seller's work is not completed within twelve (12) months after the date of Purchaser's acceptance of the Contract, Seller may cancel this Contract. In such event: (i) Seller shall be relieved of any further obligation with respect to the

balance of the work; and (ii) Seller shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

15. **Miscellaneous.** Unless otherwise specified in writing, Purchaser shall be responsible for testing the materials and confirming that the materials comply with Purchaser's specifications at Seller's facility prior to directing shipment. All funds paid to Purchaser from a third party for Seller's labor, services, materials, and equipment shall be deemed in trust for the payment of Seller. Safety Data Sheets and product label information are available at Seller's office or Seller's website. Purchaser agrees to draw to the attention of any persons handling or using the materials or having access to the materials while in Purchaser's possession or to whom Purchaser sells the materials or any part thereof any warning, information of suggestions which are contained or referred to in the Safety Data Sheets or label information, or any other literature or packaging relating to the materials.

16. **MANDATORY BINDING ARBITRATION: ALL CLAIMS OR CONTROVERSIES ARISING OUT OF OR RELATED TO THIS CONTRACT, SHALL BE SUBMITTED TO AND RESOLVED BY BINDING ARBITRATION BY A SINGLE ARBITRATOR IN THE COUNTY AND STATE WHERE THE PROJECT IS LOCATED. THE AMERICAN ARBITRATION ASSOCIATION ("AAA") SHALL CONDUCT THE ARBITRATION AND THE COSTS OF THE ARBITRATION SHALL BE BORNE EQUALLY BY THE PARTIES. NOTWITHSTANDING ANY LANGUAGE TO THE CONTRARY IN THIS CONTRACT, THE PARTIES AGREE: THAT THE UNDERLYING AWARD MAY BE APPEALED PURSUANT TO THE AAA'S OPTIONAL APPELLATE ARBITRATION RULES ("APPELLATE RULES"); THAT THE UNDERLYING AWARD RENDERED BY THE ARBITRATOR SHALL, AT A MINIMUM, BE A REASONED AWARD; AND THAT THE UNDERLYING AWARD SHALL NOT BE CONSIDERED FINAL UNTIL AFTER THE TIME FOR FILING THE NOTICE OF APPEAL PURSUANT TO THE APPELLATE RULES HAS EXPIRED.**

The person signing below represents that he/she is authorized to enter into this Agreement on behalf of the Purchaser and has received the Seller's Standard Terms & Conditions, which are incorporated by reference herein. This Sales Contract and the Standard Terms & Conditions are accepted by the following:

FOR SELLER:

J. David Worthington
Sales – Buildings Division
M&W PRECAST, LLC

(This Sales Contract may be voided and rendered of no force and effect unless executed and accepted by Purchaser within thirty (30) calendar days from date of issue, at the sole discretion of M&W Precast, LLC)

FOR PURCHASER:

Company Name

Signature

Print Name

Date:

Lauren Moll

From: Jillian Brown <jacksgurljill@gmail.com>
Sent: Thursday, January 18, 2024 9:37 PM
To: Lauren Moll
Subject: Sellersville Elementary fundraising request

Good Evening

Sellersville Elementary will be hosting our annual Exercise For Education Fundraising Event on Thursday May 16, 2024 and we are currently asking the community for help with prize donations for the kids. Last year Perkasio Borough was gracious enough to donate 6 Menlo Pool Day Passes (1 for each grade winner) and I was wondering if you would be willing to make the same donation again this year?

Thanks in advance,

Jillian Brown

Sellersville PTO

215-920-6983

 PDF

W9_Signed.pdf

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NEW Event Sponsor Ad_2024.pdf

GVH GRAND VIEW AUXILIARY

700 Lawn Avenue
Sellersville, PA 18960
215-453-4381
www.gvh.org/auxiliary

January 18, 2024

Mr. Jim Foster
Perkasie Borough
620 W. Chestnut St.
Perkasie, PA 18944



Dear Jim,

The Grand View Auxiliary is pleased to announce our sixth annual Designer Bag Bingo event to be held on Sunday, March 10, 2024, at the Tylersport Fire Company. This much-anticipated event sells out quickly and has been a huge success for the Auxiliary.

We are asking you to join us as a local community partner in this event, as we are seeking donations of either items that represent your business and can be included in an auction basket or door prize, or monetary donations that will be used to purchase items for the baskets/prizes. Donors will be listed in the program. This is a great opportunity for your business to be recognized, and your support will benefit patients at Grand View Hospital in need of Breast Cancer Support Services.

For your convenience, I can pick up any item you donate, and the Auxiliary will furnish you with a letter acknowledging your gift for income tax purposes. We would appreciate your response by March 1st, so we can properly list your name in our program.

The Grand View Auxiliary is an all-volunteer organization whose dedication to raising funds has helped further the mission of this exceptional not-for-profit community hospital. All proceeds from the Designer Bag Bingo will be directed to support **Breast Cancer Support Services** at Grand View Health.

Thank you in advance for supporting the Auxiliary and Grand View Health. I look forward to hearing from you soon.

Sincerely,

A handwritten signature in blue ink that reads "Deborah Horne".

Deborah Horne
Designer Bag Bingo Committee Member

RESOLUTION NO. 2024-8

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE BOROUGH OF PERKASIE AND ST. ANDREW'S EVANGELICAL LUTHERAN CHURCH RELATED TO THE UTILIZATION OF THE ST. ANDREW'S FACILITY DURING EMERGENCIES FOR THE PERIOD BEGINNING JANUARY 17, 2024, AND EXTENDING TO JANUARY 16, 2029, AND AUTHORIZING THE SIGNATURE OF THE BOROUGH COUNCIL PRESIDENT ON THE MEMORANDUM OF UNDERSTANDING

WHEREAS, St. Andrew's Evangelical Lutheran Church has provided the Borough of Perkasia with a form of a Memorandum of Understanding related to the utilization of the St. Andrew's facility during emergencies to be executed by St. Andrew's Evangelical Lutheran Church and the Borough; and

WHEREAS, the Borough Council has reviewed the latest iteration of the Memorandum of Understanding related to the utilization of the St. Andrew's facility during emergencies and has determined that it is in the public interest to approve the Memorandum of Understanding between the Borough and St. Andrew's Evangelical Lutheran Church.

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

1. Approval of Memorandum of Understanding with St. Andrew's Evangelical Lutheran Church. The Borough Council herein approves the Memorandum of Understanding with St. Andrew's Evangelical Lutheran Church related to the utilization of the St. Andrew's facility during emergencies, which said Memorandum of Understanding is attached hereto as Exhibit "A" and incorporated by reference and which covers the period beginning January 17, 2024, through January 16, 2029, or until such time as a further Memorandum of Understanding related to the utilization of the St. Andrew's facility during emergencies is approved and executed, whichever shall last occur.

2. Execution. The Borough Council further authorizes the Borough Council President to execute the Memorandum of Understanding related to the utilization of the St. Andrew's facility during emergencies on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 5th day of February, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, Council President

By: _____
Andrea L. Coaxum, Secretary

EXHIBIT “A”

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered between the Borough of Perkasio, Bucks County, Pennsylvania 18944 (hereinafter referenced to as “the Borough”) and St. Andrew’s Evangelical Lutheran Church, 20 Dill Avenue, Perkasio, Pennsylvania 18944 (hereinafter referenced to as “St. Andrew’s”).

- A. This Memorandum of Understanding establishes a collaborative arrangement between the Borough and St. Andrew’s for the provision of, and allowance for, emergency services for the constituency of the Borough under the occurrence of certain emergency circumstances.
- B. In the event of an emergent natural, or other subsequently duly declared, disaster inhibits the travel of emergency and utility vehicles from downtown Perkasio to South Perkasio, the Borough shall be provided immediate use of St. Andrew’s premises, including building and grounds. The agencies permitted such use shall include those agencies providing emergency services, including, but not limited to, police, fire, rescue, emergency management, and public works. The Emergency Management Coordinator, Chief of Police or Fire Chief shall be designated with the authority to exercise the Borough’s rights pursuant to this MOU.
- C. Following notice of those leaders of St Andrew’s identified in the secure emergency access program, commonly referenced as a “Knox Box Rapid Access System”, the Borough is authorized and permitted to stage emergency personnel in St. Andrew’s building and emergency and utility vehicles in the parking lots so that same may be ready in the event of flooding, or other impending emergencies, necessitating the deployment of vehicles from their associated Borough headquarters and/or locations.
- D. The respective Borough agency chiefs, or their designees, shall inform the aforementioned leaders of St. Andrew’s as to the expected duration of such building and parking lot occupation so that St. Andrew’s may provide notice to those groups previously scheduled or anticipated to use the building or parking lot.
- E. In the event of heavy precipitation, the Borough will make every effort, where practicable, to limit its aforementioned occupation and use in rooms with carpeted surfaces, so as to avoid or limit damage to carpets from wet equipment and uniforms. If the use of the Church facilities by the Borough causes any damage, the Borough shall reimburse the Church for any reasonable expenses to ameliorate the damage.
- F. St. Andrew’s will make available its technological equipment, including telephones and internet resources, for use by the Borough during such aforementioned occupation; however, to the extent possible, the Borough will use its emergency communications

equipment, understanding St. Andrew's provision of technological equipment is intended to be supplemental to same.

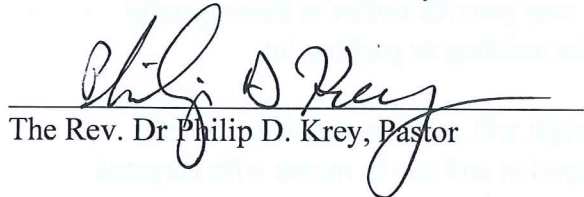
- G. To such common understanding and goal, the Borough and St. Andrew's may jointly, or individually, apply for grants to enhance the ability and efficiency of utilizing the premises for pre-emergency staging, including, but not limited to, the procurement, installation, and maintenance of a generator.
- H. The Borough will provide a certificate of insurance to the church for any accidental damages that might occur.
- I. The Borough agrees to indemnify St. Andrew's, to the extent allowable by law, for all damages and injuries suffered by Borough employees and third parties resulting from, or as a consequence of, the Borough's use and/or occupation of the premises herein described.
- J. This MOU will commence on the full execution of same below and shall remain in effect for a period of 5 years from such execution.

The signers of this MOU enter this agreement with joy knowing that St Andrew's premises are suitable for the Borough's needs, but in hope that it will be rarely, if ever, needed.

Signed for St. Andrew's this 17th day of January 2024, by:


Michael Seagraves, Council President


Deborah Beck, Council Secretary


The Rev. Dr Philip D. Krey, Pastor

Signed for the Borough this _____ day of February 2023, by:

Borough Council President

PLUMSTEAD

TOWNSHIP

5186 Stump Road
Pipersville, PA 18947



Phone 215-766-8914
FAX - 215-766-9831

January 10, 2024

Perkasie Borough
PO Box 96
Perkasie, PA 18944

RECEIVED
JAN 16 2024

BOROUGH OF PERKASIE

RE: Blaze of Glory 5K Run, Saturday, March 23, 2024

Dear Andrea Coaxum,

Plumstead Township is respectfully requesting assistance from your Fire Police units for the Plumsteadville Volunteer Fire Company Blaze of Glory 5K Run on Saturday, March 23, 2024.

If you are able to assist us, please have a representative of your Fire Police contact Fire Police Captain Diane Briener of the Plumsteadville Volunteer Fire Company at # 215-406-6959 or email her FPCaptain@pvfc2420.org.

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

Sincerely,

Angela P. Benner, Manager
Plumstead Township

CC: Diane Briener, Fire Police Captain (via email)

RESOLUTION #2024-9
A RESOLUTION OF THE COUNCIL
OF THE BOROUGH OF PERKASIE
APPOINTING FIRE POLICE

WHEREAS, the Fire Police Act found at 35 P.S. §1201 (Act 122) authorizes the Borough of Perkasio to appoint fire police;

AND WHEREAS, Act 122 specifically authorizes said fire police to regulate traffic and keep crowds under control at or in the vicinity of any fire at which the Perkasio Fire Company is in attendance and further, to perform said duties as special fire police at any function, event, or parade conducted by and under the auspices of, any volunteer fire company, providing a request to perform these duties is made by the governing body of the municipality and further allows for the performance of said duties in the event of an accident, flood, or other emergency without prior request from the governing body until the arrival of proper state, city, borough, township, or home rule municipalities' police authority;

AND WHEREAS, it is the intent of this Borough to authorize the below-appointed fire police to perform the duties above described;

BE IT NOW RESOLVED, that the Borough of Perkasio hereby appoints the following individuals as fire police for 2024:

Jonathan Blum, Fire Police Captain
Richard Dunbar, Fire Police Borough Liaison
Mathew Bosch, Fire Police
Katrina Pettit, Fire Police

RESOLVED this 5th day of February, 2024.

ATTEST:

BOROUGH OF PERKASIE

By: _____
Andrea L. Coaxum, Secretary

By: _____
James A. Ryder, Council President

Perkasie Borough Council discusses Blooming Glen traffic calming measures, development projects

By [JOHN WORTHINGTON](#) | jworthington@montgomerynews.com

PUBLISHED: January 22, 2024 at 12:33 p.m. | UPDATED: January 22, 2024 at 3:32 p.m.

PERKASIE — Traffic calming measures, development projects, the Menlo Aquatics Center and more were discussed at the Perkasie Borough Council meeting Jan. 16.

Council approved a traffic calming study on West Blooming Glen Drive, with proposals for new lane striping, the relocation of the North 7th Street crosswalk and the installation of pedestrian crossing signs and ADA ramps. Council member David Weaver said that the goal is to establish safer crossings for students.

In his report to the board, borough engineer Doug Rossino announced the completion of the Perkasie Green Subdivision at Ridge Road and Park Road and the beginning of the 18-month maintenance period. He also reported that the Perry Mill Subdivision, a.k.a. 8th Street Commons Rowhomes, is awaiting a permit after submitting all the proper documentation to PennDOT. He added that the project will include a new underdrain to fix leaking issues on Market Street.

Rossino also revealed that industrial buildings 1 and 2 at the Pennridge Airport Business Park have been completed. Borough manager Andrea Coaxum said that all the units have acquired tenants, including a company that manufactures wires and a Department of Homeland Security contractor that builds mobile command centers.

In her report to the board, Park and Recreation Director Lauren Moll announced that the Menlo Aquatics Center sold 200 memberships during last year's member retention exclusive, amounting to \$60,000. She said that the pool is currently accepting memberships at the early bird rate, which will end on May 1. She added that the Park and Recreation Board is organizing a marketing campaign for the pool, including more social media messaging, a new Instagram account and mailers.

In his report to the board, Youth Councilor Logan Wilcox revealed that Pennridge's Serve-A-Friend donation drive, held on MLK Day of Service, yielded over 3,000 individual items, including over 200 bags of clothes, 700 pounds of food and \$500 in school supplies for Pennridge elementary schools.

Council also approved a slew of appointments, including as follows:

Greg Martin and Steve Algeo to 5-year terms on the Perkasio Regional Authority Board; Ed White to a 6-year term on the Civil Service Commission; Mary McKay and Maureen Knouse to 4-year terms on the Perkasio Planning Commission; John Yannacone to a 5-year term on the Zoning Hearing Board; Keith Hass and Randy Faulkner to 5-year terms on the Pennridge Wastewater Treatment Authority Board; Bill Beno to a 1-year term on the Vacancy Board; Charles Baum and Dave Caro to 5-year terms on the Industrial Development Authority Board, and Kathleen Rocchetti, Jamon Yerger and Joan Loeb to 3-year terms on the Park & Recreation Board.

Council additionally approved two events, including the Perkasio All-American Soap Box Derby race on June 1 from 8 a.m. to 5 p.m. and the 2024 Celtic Fest on March 16 from 11 a.m. to 4 p.m.

The next Perkasio Borough Council meeting is on February 5 at 7 p.m. For more information, visit perkasieborough.org.