

## PERKASIE BOROUGH COUNCIL

### Agenda for Council Committee Meeting of April 1, 2024

1. Meeting Convenes at 7:00PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. Proclamation: Jim Purcell Memorial Award
6. President’s Remarks
7. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
8. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
  - A. Perkasio Wholesale Power Cost Monthly Report
9. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Jeremy Wano, Dave Weaver, Dave Worthington
10. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Robin Schilling, Jeremy Wano
  - A. Consider Event Application – Perkasio Fire Company Carnival
  - B. Consider Event Application – Pennridge Little League 5K
  - C. Consider Reservation Request – Bucks County Intermediate Unit
11. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
  - A. Consider Hiring of Part-Time Events Assistant
12. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Jim Ryder, Robin Schilling
  - A. Consider Resolution #2024-21 – Keystone Communities Program Grant Contract
  - B. Consider Donation Request – Pennridge Community Center
13. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Steve Rose, Jeremy Wano, Dave Weaver
  - A. Consider Special Event Permit Application – First Fridays
14. Public Safety Committee Meeting, Councilors: Jeremy Wano (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
  - A. Consider Request for Fire Police Assistance – Haycock Township Events
  - B. Consider Request for Fire Police Assistance – Sellersville Borough Events
15. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Weaver, Dave Worthington
  - A. Consider Resolution #2024-22 – Contract for FEMA Grant Compliance Consultant – Perkasio Covered Timber Bridge Project
16. Youth Councilor Report
17. Other Business
18. Public Forum
19. Press Forum
20. Executive Session
21. Adjournment

**Next Meeting: Monday, April 15, 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](mailto:admin@perkasieborough.org).

The agendas and Perkasie Borough Council meeting packets are both available on our website at [www.perkasieborough.org](http://www.perkasieborough.org).

# PROCLAMATION

## Jim Purcell Memorial Award

**WHEREAS**, it is with profound sadness and deep respect that we honor the memory of Jim Purcell, a beloved and esteemed member of our community, who dedicated his life to serving the people of Perkasio; and

**WHEREAS**, Jim Purcell demonstrated unparalleled dedication, integrity, and commitment in his service as a Borough Council member, leaving an indelible mark on our community through his tireless efforts to improve the lives of its residents; and

**WHEREAS**, the legacy of Jim Purcell serves as a testament to the transformative power of selflessness, compassion, and civic engagement, inspiring present and future generations to follow in his footsteps and make meaningful contributions to the betterment of society; and

**WHEREAS**, in recognition of Jim Purcell's extraordinary contributions and in celebration of his enduring legacy, it is fitting to establish the Jim Purcell Memorial Award to honor individuals or organizations who exemplify the same spirit of service, leadership, and dedication to community advancement;

**NOW, THEREFORE**, I, Jeff Hollenbach, Mayor of Perkasio, do hereby proclaim the establishment of the Jim Purcell Memorial Award. This prestigious award shall be presented annually to outstanding individuals or organizations, who, like Jim Purcell, have demonstrated exceptional commitment and made significant contributions to the betterment of our community.

In bearing witness to the enduring impact of Jim Purcell's legacy, let us ensure that his memory continues to inspire and uplift us as we strive to build a brighter and compassionate future for all.

In witness whereof, I have hereunto set my hand and caused the seal of Perkasio to be affixed this 1st day of April, 2024.

---

Jeff Hollenbach, Mayor  
Perkasio Borough



# Borough of Perkasio

Park EVENT Application 2024

### Contact Information

Name:

Thomas Hosgood

Organization:

Perkasio Fire Co.

Address:

100 N 5<sup>th</sup> Street P.O. Box 203

City:

Perkasio

State:

PA

Zip:

18944

Email:

thosgood@perkasiofire.org

Cell Phone:

(215) 718-3876

Tax Exempt Organization?

Yes  No

EIN:

Phone:

### 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

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*

\$	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:

<input checked="" type="checkbox"/>	Police Dept.	<input type="checkbox"/>	EMS	<input checked="" type="checkbox"/>	Electric Dept.	<input checked="" type="checkbox"/>	Parks & Rec Dept.
<input checked="" type="checkbox"/>	Fire Dept.	<input type="checkbox"/>	Fire Police	<input checked="" type="checkbox"/>	Public Works Dept.	<input type="checkbox"/>	Other: _____

**Event Information**

Name of the Event:

Perkasie Fire Company Carnival

Description of the Event:

Community Carnival Fundraiser

Date of Event:

6/25 - 6/29/2024

Additional Dates:

Set up time needed:

Area closure 6/23-6/29

Estimated Attendance:

unknown

Time of Event\*\*:

6PM - 10PM (10:30 Friday)

Tear Down time needed:

Location of the Event (5ks require map of route to be submitted):

Lenape Park in area of Skate Park + Dog Park

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 checked="" type="checkbox"/>	Skate Park*	Lenape	\$ 60	\$ 90	\$ 40
<input type="checkbox"/>	Kulp	Kulp	\$ 50	\$ 75	\$ 35
<input type="checkbox"/>	Lions*	Menlo	\$ 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.*

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

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)

\*Fee due at time of application

\*\* 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: 3/14/2024 By: Thomas Hosgood - Perkasia Fire Co.  
Signed: Thomas Hosgood

APPROVED: This \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, subject to the following conditions:

\_\_\_\_\_  
Mayor / Borough Manager

Carnival Staff  
Camping area

DOG  
PARK

Windmill -  
Public works  
Trash Picking  
Area

Area inside dotted circle  
24/7 closure for ride/game/food stand  
setup

RESTROOMS

Gazebo

Gazebo open for  
Carnival patrons and  
passersby to sit/rest/eat.

SKATE  
PARK

Road Closed  
24/7

Road Closed 24/7

Road closed Barricade (open daytime hours for Access to Dog Park)

WALKING TRAIL

00

Perkasie Fire Company  
Carnival Setup  
Dance stretch

CONSTITUTION AVENUE

This permit application is being submitted for Borough Council Approval for the Perkasie Fire Company to use Lenape Park to host our annual Carnival Fundraiser. A map of the layout that we have been using for the last several years is attached. A shutdown of the parking area and thru traffic will be required Sunday June 23 through Saturday June 29 (same as in years past), however we will be able to allow daytime access to the parking spaces located directly in front of the dog park. These spaces will act as ADA compliant parking for carnival patrons during operating hours (6-10 PM, 10:30 PM Friday).

We are also requesting 24/7 access to the restrooms from Sunday June 23 through Saturday night, June 29, water hookups to be available and accessible at the dog park and at the restroom building during those same times, electrical hookups for fire company and off hour use, and trash pickup. The fire company will coordinate our specific needs directly with the Electric and Public Works Departments as we have done in years past.

We also request that the Council approve waiving any applicable permit fees that would normally be required.

If there are any further questions, please direct them to Tom Hosgood at [thosgood@perkasiefire.org](mailto:thosgood@perkasiefire.org) or (215)718-3876.





# Borough of Perkasio

Park EVENT Application 2024

## Contact Information

Name:

Eric Layton

Organization:

Pennridge Little League

Address:

201 N Walnut St

City:

Perkasie

State:

PA

Zip:

18944

Email:

elay33@yahoo.com

Cell Phone:

484-343-5555

Tax Exempt Organization?

Yes  No

EIN:

Phone:

### 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
- 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	
\$	Park and Pavilion Fee
\$	Electric Key Deposit
\$ 50-	Event Permit Base Fee
\$ 50-	Total Due
\$ 50-	Total Paid
	Staff Initials <u>Um</u>

#### 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:

Pennridge Little League 5K

Description of the Event:

5K Run

Date of Event:

5/18

Additional Dates:

Set up time needed:

30 min

Estimated Attendance:

100

Time of Event\*\*:

8:30

Tear Down time needed:

30 min

Location of the Event (5ks require map of route to be submitted):

Park

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
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	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

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All Fees:

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\*Fee due at time of application

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**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**

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- 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: 3/14/24 By: Eric Laylor  
 Signed: [Signature]

APPROVED: This \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, subject to the following conditions:

\_\_\_\_\_  
Mayor / Borough Manager

Start on path by Majors Field outfield  
 out to twin bridges, over bridge  
 take right to end of black top  
 turn around at cone; back  
 hit path near skate park  
 wind back into park; back  
 over bridges and out to  
 Sellersville; turn at end  
 of path back toward  
 Lehigh - right at  
 icee area and  
 wind around  
 unions complex  
 bear right  
 at fork in  
 trail  
 freight  
 walk  
 to Majors  
 Complex.



**NON-PROFIT ORGANIZATION  
DIRECTORS AND OFFICERS  
INCLUDING EMPLOYMENT PRACTICES LIABILITY  
CERTIFICATE OF INSURANCE**

**Certificate**

**Number:** W02388641 02/17/2023

**ISSUED:** February 17, 2023

**Company Affording Coverage:**

Nationwide Mutual Insurance Company

**AUTHORIZED AGENT:**

K&K Insurance Group, Inc.

**THE COVERAGE SHOWN ON THIS CERTIFICATE IS CLAIMS MADE COVERAGE  
WHICH APPLIES ONLY TO CLAIMS FIRST MADE DURING THE COVERAGE PERIOD.**

This Certificate of Insurance provides you (the Insured Member) with the insurance indicated below as part of Master Policy # 6BDNO0000007893800 issued to the Sports, Leisure and Entertainment RPG. This Certificate of Insurance together with the Master Policy Declarations, Coverage Form, Endorsements and Enrollment Form constitute the contract between the Insurer, the Organization and the Individual Insureds.

**ITEM A. INSURED MEMBER/PARENT ORGANIZATION**

Penridge Youth League Baseball

PO Box 8

Perkasie, PA 18944

A Member of the Sports, Leisure & Entertainment RPG

**ITEM B. COVERAGE PERIOD:**

**Effective:** 03/24/2023

**Expiration:** 03/24/2024

(at 12:01 a.m. Standard Time at the address of the Parent Organization)

**ITEM C. LIMITS OF INSURANCE**

		<b>PREMIUM</b>
<u>\$1,000,000</u>	Limit of Liability Maximum Aggregate Limit of Liability for each Policy Year:	<u>\$657.00</u>
<u>Excluded</u>	Outside Service Coverage:	<u>                    </u>
<u>\$1,000</u>	Retention (Each Claim):	<u>                    </u>
<u>\$10,000</u>	Medical Payments for Participants	<u>                    </u>
<u>Excluded</u>	Directors:	<u>                    </u>
	Volunteers:	<u>                    </u>
	Total Premium Fully Earned at Inception:	<u>\$657.00</u>

**NOTICES: ALL NOTICES REQUIRED TO BE GIVEN TO THE  
INSURER UNDER THIS COVERAGE SHALL BE ADDRESSED TO:**

K&K Insurance Group  
P.O. Box 2338  
Fort Wayne, IN 46801-2338

By:



\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE SIGNATURE

RECEIVED

MAR 21 2024



**Borough of Perkasio**

Park EVENT Application 2024

BOROUGH OF PERKASIO

**Contact Information**

Name: Doreen McNamara

Organization: BCIU

Address: 529 Constitution Ave Perkasio PA 18944

City: DMCNAMARA@BUCKSBU.ORG State: \_\_\_\_\_ Zip: 215 529 2601

Email: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Tax Exempt Organization?  Yes  No EIN: \_\_\_\_\_ Phone: \_\_\_\_\_

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

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To be filled out by Staff Only:		Fees due upon Borough Staff/Council Approval:	
Fees due at time of application:		Additional fees associated with Events	
Public gatherings at Park and Pavilions and Event Base Fees			
\$ <u>40-</u>	Park and Pavilion Fee	\$ _____	Additional Date Fee
\$ _____	Electric Key Deposit	\$ _____	Road Closure fee
\$ _____	Event Permit Base Fee	\$ _____	Electric Fee
\$ <u>40-</u>	Total Due	\$ _____	Trash collection fee
\$ _____		\$ _____	Police or Fire Police fee
\$ <u>40-</u>	Total Paid	\$ _____	Park and Pavilion Fee
<u>LM</u>	Staff Initials	\$ _____	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:

Wow Reunion picnic

Description of the Event:

Date of Event:

5.24.2024

Additional Dates:

—

Estimated Attendance:

60 people

Time of Event\*\*:

10 - 2pm

Set up time needed:

none

Tear Down time needed:

none

Location of the Event (5ks require map of route to be submitted):

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

	Pavilion	Located in	Resident	Non Res	Non Profit
	Rotary*	Lenape	\$ 60	\$ 90	\$ 40
<input checked="" type="checkbox"/>	Skate Park*	Lenape	\$ 60	\$ 90	\$ 40
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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

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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 receptacles provided.

- Perkasio Borough Parks are open dawn to dusk
- Perkasio 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

Perkasio 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 Perkasio Borough as set forth in the Code of Ordinances.**

Date of Application: 3-18-24 By: *Deven McOmara*  
Signed: \_\_\_\_\_

APPROVED: This \_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_, subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Mayor / Borough Manager



**RESOLUTION NO. 2024-21**

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE KEYSTONE COMMUNITIES PROGRAM GRANT CONTRACT WITH THE COMMONWEALTH OF PENNSYLVANIA TO PREPARE AN UPDATED FIVE (5) YEAR ECONOMIC DEVELOPMENT PLAN, AND AUTHORIZING THE BOROUGH MANAGER AND/OR THE PERKASIE BOROUGH COUNCIL PRESIDENT TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE**

**WHEREAS**, the Commonwealth of Pennsylvania, Department of Community & Economic Development, has provided the Borough of Perkasio with a Keystone Communities Program Grant Contract related to the preparation of an updated five (5) year Economic Development Plan; and

**WHEREAS**, the Borough Council has determined that it is in the best interest of the Borough to approve the Keystone Communities Program Grant Contract related to the preparation of an updated five (5) year Economic Development Plan.

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

1. Approval of Agreement. The Borough Council herein approves the Keystone Communities Program Grant Contract related to the preparation of an updated five (5) year Economic Development Plan, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasio Borough Council President to execute the Keystone Communities Program Grant Contract related to the preparation of an updated five (5) year Economic Development Plan, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 1<sup>st</sup> day of April, 2024.

**ATTEST:**

**BOROUGH OF PERKASIE:**

By: \_\_\_\_\_  
Andrea L. Coaxum, Secretary

By: \_\_\_\_\_  
James Ryder, Council President

# **EXHIBIT “A”**

**KEYSTONE COMMUNITIES PROGRAM GRANT CONTRACT**

This contract is between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of Community and Economic Development ("Grantor"), and

**BOROUGH OF PERKASIE  
PO Box 96  
Perkasie PA 18944-0096**

("Grantee").

Under the provisions of the Housing and Redevelopment Assistance Act, Act 477 of 1955, as amended, Section 4, the Grantor is authorized to make grants under the Housing and Redevelopment Assistance Program and the Housing and Redevelopment Assistance (Access) Program. Additionally, Section 3 of the Act of May 10, 1939 (P.L. 111, No. 51), known as the Commerce Law authorizes the Grantor to undertake ways and means of promoting and encouraging the prosperous development of Pennsylvania business, industry and commerce, of expanding markets and promoting and developing new markets for Pennsylvania products, to encourage the location and development of new business, industry and commerce within the Commonwealth, to aid in restoring employment in communities affected by unemployment, and to assist persons, firms, associations, political subdivisions, corporations, cooperative associations and other organizations in the execution of its duties and functions under the Act.

The New Communities program was created to blend the enterprise Zone and Main Street programs in an innovative approach to integrating revitalization of downtowns with that of industrial/manufacturing areas. The New Communities program will give grants to local governments, redevelopment authorities, non-profit economic development organizations, and other non-profit organizations and business district authorities to: (a) assist communities to structure and implement a comprehensive approach to promote both sound land use and revitalization; (b) increase local community competitiveness through improvement of their business technology capabilities; (c) assist local governments and local businesses form public/private partnerships that will develop and sustain increased business investment and job creation in financially disadvantaged municipalities; (d) insure that the importance of reinvestment in traditional downtowns is considered in the overall economic development strategy at all levels of the private and public sectors, and (e) generally improve resident's quality of life by making the traditional downtown more attractive as a place to live and work.

The Grantor has combined the Housing and Redevelopment Assistance Program, the Housing and Redevelopment Assistance (Access) Program and the New Communities Program authorized by the above referenced Acts (the "Act") to create the Keystone Communities Program. Furthermore, the General Assembly of the Commonwealth has appropriated funds to the Grantor under the Keystone Communities line item to carry out the provisions of the Act.

The parties, intending to be legally bound, agree as follows:

**ARTICLE I  
AMOUNT OF THE CONTRACT**

Subject to the terms of this contract, the Grantor shall award to the Grantee, out of funds appropriated, a grant in the sum of **TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) AND NO CENTS-----** or such portion as may be required by the Grantee and authorized by the Grantor, subject to the condition that it must be used by the Grantee to carry out the activities described in the Grantee's application and as approved by the Grantor, and which is incorporated by reference. In addition, this contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary.

**ARTICLE II  
EFFECTIVE DATES**

The term of this contract commences on the Effective Date (as defined below) and ends on **JUNE 30, 2026**, subject to the other provisions of this contract.

The Effective Date is the date the fully executed contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior to the contract becoming effective are incurred at the Grantee's risk.

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor shall pay the Grantee for eligible project costs incurred under this contract between **FEBRUARY 12, 2024** and **JUNE 30, 2026** (the "Contract Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms of this contract, the Grantor shall reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Neither the Commonwealth nor the Grantor is liable for any expenditure exceeding the amount stated in this contract or amendments.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this contract and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

(3) To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

(b) Conditions for Payment:

(1) Grant payments under this Contract are conditioned upon the completion of any Special Conditions described in Appendix A or otherwise incorporated into this Contract.

(2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract described in the Article entitled Amendments and Modifications.

(3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.

(c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

(d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract must be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. The account must be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, the funds must be continuously invested and reinvested and deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$500.00 over the Contract Activity Period must be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

- (A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee fails to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.
- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return those funds to the Grantor.

In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment must include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. Repayment must be in the form and manner directed by the Grantor.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. Repayment must be in the form and manner directed by the Grantor.

**ARTICLE IV  
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator must be bonded in the same amount as the check-signer. The amount of the bond required must be adequate to insure the security of all funds received under this Contract as determined by the Grantor and the bond must be maintained until the Contract is closed out by the Grantor.

(b) Liability Insurance:

The Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. The policies must not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where it is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V  
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements described in this provision and further agrees that it will comply with future requirements determined by the Grantor as necessary.



(a) Compliance with State Statutes and Regulations:

The Grantee shall comply with all applicable state statutes and regulations.

(b) Commonwealth Standard Terms and Conditions:

(1) Definitions. Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

(2) Indemnification. The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

(3) Nondiscrimination/Sexual Harassment.

(A) Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - (iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - (iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - (v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- (D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- (E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
  - (F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.
- (4) Grantee Integrity.
- (A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
    - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
    - (ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
    - (iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
    - (iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (v) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
  - (vi) “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- (B) Representations and Warranties.
- (i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
    - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    - (2) been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
    - (3) had any business license or professional license suspended or revoked;
    - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
    - (5) been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
  - (ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the

time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- (iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
  - (iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- (C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- (i) maintain the highest standards of honesty and integrity.
  - (ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
  - (iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
  - (iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy,

management directive, or bulletin applicable to the award of grants or the administration of this agreement.

- (v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
  - (vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
  - (vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
  - (viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- (D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- (i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- (ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
    - (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
  - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
  - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror,

loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (B) Contractor Representations.
  - (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
  - (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- (C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- (D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- (E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement



between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

(6) Americans With Disabilities Act.

- (A) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- (B) Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- (C) Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of

process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

- (8) Right to Know Law.
- (A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
  - (B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
    - (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
    - (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
  - (C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
  - (D) Reimbursement.
    - (i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any

damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

- (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
  - (E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
  - (F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
  - (G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.
- (9) Offset.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

- (10) Automated Clearing House (ACH) Payments.
- (A) Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- (B) Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- (C) ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

(11) Worker Protection and Investment.

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- (A) Construction Workplace Misclassification Act;
- (B) Employment of Minors Child Labor Act;
- (C) Minimum Wage Act;
- (D) Prevailing Wage Act;
- (E) Equal Pay Law;
- (F) Employer to Pay Employment Medical Examination Fee Act;
- (G) Seasonal Farm Labor Act;
- (H) Wage Payment and Collection Law;
- (I) Industrial Homework Law;
- (J) Construction Industry Employee Verification Act;
- (K) Act 102: Prohibition on Excessive Overtime in Healthcare;

- (L) Apprenticeship and Training Act; and
- (M) Inspection of Employment Records Law.

(c) Reimbursement for Travel and Per Diem:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract is at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem is the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Grantor.

(d) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(e) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania.

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

**ARTICLE VI  
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract is binding upon and inures to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee shall not assign or transfer its rights under this agreement without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances will the Commonwealth be held liable for any act or omission committed pursuant to an assignment.

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained in this agreement to the contrary, the rights and duties granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained in this agreement is construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII  
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the Contract proceeds.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

The Grantee represents and warrants that no elected state official, any employee of the Grantor, immediate family member (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild) of elected state officials or Grantor's employees, or any entity in which any above listed person shall have an ownership interest of 5% or greater, or in which entity any above listed person will have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not

and will not enter any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

## **ARTICLE IX SUBCONTRACTS**

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities governed by this agreement without prior written approval of the Grantor. Prior written approval is not required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor will be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee shall ensure that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

## **ARTICLE X BIDDING REQUIREMENTS**

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when the grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with these procedures, and failure to provide proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the

Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

## **ARTICLE XI RECORDS**

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of the records.

All required records must be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In that event, records must be maintained until all pending matters are resolved.

## **ARTICLE XII PROGRESS REPORTS**

The Grantee and its subcontractors shall furnish to the Grantor progress reports in the form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

If the Grantor determines that the Grantee or its subcontractor(s) has not furnished the reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until the required reports are submitted.



### **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, [insert name of Grantor]."

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

### **ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS**

This Contract is funded entirely with state funds. If the amount of the Contract is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Contract.

If the amount of the Contract is \$100,000.00 or more, a final audit of the entire Contract (Project Audit) is required by the Grantor within 180 days after the termination of project activities but no later than 180 days after the Contract termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Contract.

The Project Audit must be performed by a certified public accountant. The Grantee shall secure a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Contracts." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Contract as well as any required private match funds and encompass the entire Contract Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor shall determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

If the final audit of the Contract, as accepted by the Grantor or any duly authorized representative, discloses that the full amount of the Contract was not required to complete

the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, must be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any additional audit work must rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies must be borne by those agencies at no additional expense to the Grantee.

All terms of this Contract will remain in effect and be binding upon the parties to this agreement until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and request suspension of all or any part of the Contract activities. The Grantor may give notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in a manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available all funds previously approved for application to the activities. During this period all such funds held by the Grantee must be placed in an interest bearing program expenditures account. The Grantee shall not expend any of the funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Contract until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Contract.

## **ARTICLE XVI TERMINATION OF THE CONTRACT**

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the termination effective date. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, must be returned to the Grantor on or before the effective date of termination and all project records must be made available to the Grantor.

## **ARTICLE XVII ENTIRE AGREEMENT**

This Contract, when signed by all the parties to this agreement, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract is construed in any manner so as to create any rights in third parties not party to this Contract. It is interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and does not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

## **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

**ARTICLE XIX  
SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination will not render void, invalid, or unenforceable any other section or part of any section of this Contract.

**ARTICLE XX  
CONSTRUCTION**

All of the terms of this Contract are expressly intended to be construed as covenants as well as conditions. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

**ARTICLE XXI  
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege shall affect the right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce the right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms contained in the Contract regardless of any conduct or custom on the part of the Grantor in refraining from so doing at any time. The failure of the Grantor at any time to enforce its rights under this Contract, is not construed as having modified, waived, or created a custom in any way or manner contrary to specific provisions of this Contract.

[Remainder of page left intentionally blank.]

**IN WITNESS WHEREOF** the parties hereunto have set their hands and seals on:

WITNESS:

**BOROUGH OF PERKASIE**

Vendor Number 138994

GRANTEE: Please sign & complete at "X's" only



X “[Signature Affixed Electronically – see last page]”

X “[Signature Affixed Electronically – see last page]”



**Commonwealth of Pennsylvania  
Acting through the  
Department of Community and  
Economic Development**

“[Signature Affixed Electronically – see last page]” \_\_\_\_\_  
Secretary/Deputy Secretary

**Approved:**

I hereby certify that funds in the amount of **\$25,000** are available under Appropriations Symbol:

**110090000 2430104007 6600400 2023 - \$25,000**

Program **GRANT**  
Contract # **C000088248**

For Commonwealth signatures only



**Approved as to Legality and Form**

“[Signature Affixed Electronically – see last page]” \_\_\_\_\_  
Office of Chief Counsel

Preapproved Form # 4-FA-4.0 \_\_\_\_\_  
Office of General Counsel Date

Preapproved Form # 4-FA-4.0 \_\_\_\_\_  
Office of Attorney General Date

Comptroller approved as to fiscal responsibility, budgetary appropriateness and availability of funds:

“[Signature Affixed Electronically – see last page]” \_\_\_\_\_  
Comptroller



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF COMMUNITY & ECONOMIC DEVELOPMENT

February 23, 2024

Andrea L. Coaxum, Borough Manager  
Borough of Perkasio  
P.O. Box 96  
Perkasie, PA 18944-0096

RE: Keystone Communities Program (\$25,000)  
Strategic 5-Year Planning Project

Dear Borough Manager Coaxum:

On behalf of Governor Shapiro, I am pleased to inform the Borough of Perkasio (the "Grantee") that the Commonwealth of Pennsylvania, acting through the Department of Community and Economic Development (the "Department") has approved your application (the "Application") for a Keystone Communities Program grant in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) (the "Grant"). The Application has been approved based upon and in accordance with the terms and representations made in the Application and any subsequent information provided by the Grantee.

The grant will be used for professional services/consultant costs associated with the Strategic 5-Year Planning Project (the "Project") located in the Borough of Perkasio, Bucks County, Pennsylvania. The following conditions shall apply to the Grant award:

1. The Grantee must provide the Department with copies of executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A and a certificate of insurance.
2. Prevailing wage requirements are generally applicable to projects using grant funds toward construction, demolition, reconstruction, alteration, repair work, renovations, build-out, and installation of machinery and equipment in excess of \$25,000. Any questions as to prevailing wage obligations and whether they apply to your project should be directed to the Bureau of Labor Law Compliance at (717) 787-0606. Certified payrolls will be required to be submitted as part of the reimbursement process. Exhibit B provides additional information regarding the Pennsylvania Prevailing Wage Act.

Appendix A & B  
C000088248  
Page 1 of 6

3. Project costs to include the Grant and minimum required match, as approved in the Application, must be incurred during the Contract Activity Period as outlined in the Contract.
4. The Grantee must comply with the Keystone Communities Program Funding Guidelines, which may be viewed at [dced.pa.gov](http://dced.pa.gov).
5. The Grantee is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Grantee must comply with all applicable federal, state, and local laws and regulations regarding bidding and procurement.
6. The Department reserves the right to approve or reject contracts between the Grantee and consultants or contractors for work that will be paid for with Grant funds.
7. The Grantee may not make or authorize any substantial change in an approved Project without first obtaining the consent of the Department in writing.
8. The Grantee will maintain full and accurate records with respect to the Project. The Department shall have free access to such records and to inspect all Project work and other relative data and records. Upon request of the Department, the Grantee must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.

Exhibit C further describes the procedure to access the Grant funds after all necessary conditions are met. DCED will be releasing details concerning the approval of your project to the media within the next few weeks. We appreciate your cooperation in not releasing the information prior to that time. If you are planning an immediate announcement or event, please contact the DCED Communications Office at (717) 783-1132 to discuss your needs.

If you should have any questions regarding this grant, please contact the Center for Community Enhancement at (717) 787-6245.

Sincerely,



Frederick C. Siger  
Secretary

Enclosure (1)

**EXHIBIT A:**

**NONDISCRIMINATION/SEXUAL HARASSMENT**

- a. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
- i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
  - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
  - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
  - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
  - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National



Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.
- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

**EXHIBIT B:**

**PENNSYLVANIA PREVAILING WAGE ACT**

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

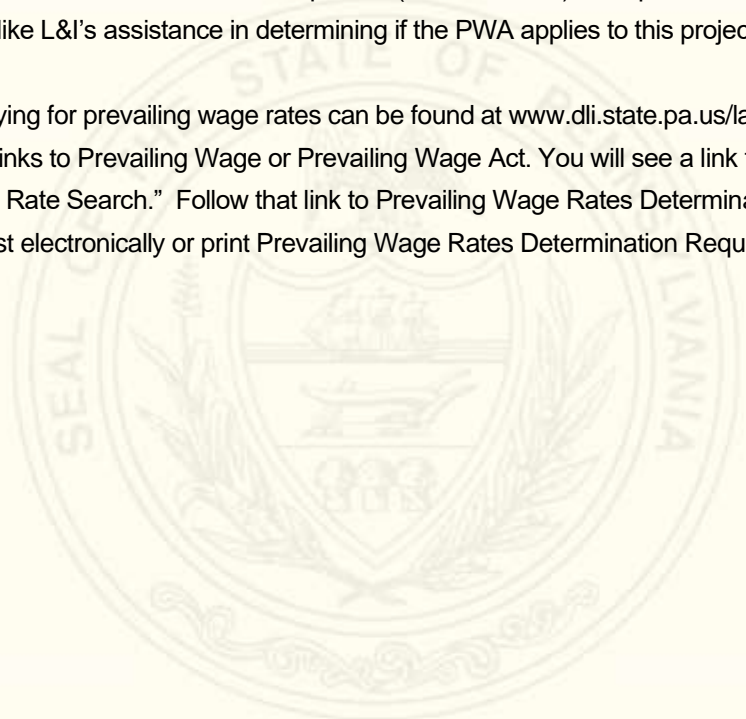
The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-3681) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at [www.dli.state.pa.us/laborlaw](http://www.dli.state.pa.us/laborlaw). From that webpage, click the links to Prevailing Wage or Prevailing Wage Act. You will see a link for "Online Prevailing Wage Application & Rate Search." Follow that link to Prevailing Wage Rates Determination Request Form to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.



## EXHIBIT C:

### INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescission of your Grant, as required by applicable law. Listed below are the steps you must follow.

#### Contract and Commitment Letter

Upon receipt, sign the contract and commitment letter and return both as instructed in the cover letter. Once returned, the contract will be processed through the Commonwealth of Pennsylvania's required signature process. One fully executed copy of the contract will be returned to you with a copy of a payment request form for requesting payment.

#### Payment of Funds

The Department requires the Grantee to provide completed payment request forms to request reimbursement of any eligible costs after the full execution of the contract. The payment request forms must indicate whether the costs have been "paid" or "incurred" at the time of request and be accompanied by the following, as applicable:

- Invoices verifying the costs incurred for the Project,
- All executed Project contracts which must include the nondiscrimination/sexual harassment provision as set forth in the Contract and included as Exhibit A, and
- Any other documents required in the commitment letter, contract, and/or Keystone Communities Program Funding Guidelines such as bidding information, Cooperation Agreements, etc.

Additionally, please note the following:

- Where applicable, comply with the Pennsylvania Prevailing Wage Act which requires that the specifications for every contract for public work to which a public body is a party contain a provision that the prevailing wage rate be paid to workmen employed in the performance of the contract.
- The Grantee agrees to provide public liability, property damage and workmen's compensation insurance, against any and all claims arising out of the activities undertaken pursuant to the grant which are to any extent financed by the funds from this Grant. The Grantee agrees to maintain such insurance and to name the Department as a named insured on such policies of insurance. Further, the Grantee agrees to notify the Department of any change or cancellation of such insurance policies.
- The Grantee may only request reimbursement for eligible and approved Project costs, as outlined in the approved Keystone Communities Program Funding Guidelines and as indicated by the approved Application budget and Appendix A&B.

All payment requests and invoices must be submitted no later than 60 days after completion of all Project activities or the end of the Contract Activity Period, whichever comes first. **Note: Costs incurred after the Contract Activity Period ends are not eligible for reimbursement.**

**PENNRIDGE COMMUNITY CENTER**

146 EAST MAIN STREET  
PERKASIE, PENNSYLVANIA 18944  
215-453-7027-7028

3/11/24

Dear Donor:

*Borough of Perkasie*

The Pennridge Community Center in Silverdale offers programs and activities for not only senior citizens, but for all citizens of Dublin, Hilltown, Perkasie, Sellersville, East Rockhill, West Rockhill, Bedminster, Silverdale, Quakertown, Hatfield, Chalfont, Telford, Lansdale, Harleysville, Souderton, and Doylestown Community. The Center hosts events, such as meetings, private parties, dances, classes, and other programs that enrich the community at large. Because the Center is self-supported, fundraising activities are essential to its continued operation and service as a vital community resource.

For over twenty-five years, we have been raising funds for the Center. All proceeds benefit the Center and allow it to maintain its building and provide additional programing.

. Because the Pennridge Community Center is a nonprofit 501(c)(3) charitable organization, your contribution is also tax deductible.

Your support and generosity for this event is very much appreciated.

Sincerely,

*Patricia Gahman*

*EIN 231626555*

Pennridge Senior Center



*215-257-4624*



## Spring Fling Tea Party

- Tickets: See Receptionist, or call 215-453-7027 (only 80 tickets for sale)
- Where: Pennridge Community Center (to benefit Pennridge Community Center)  
146 East Main Street, Perkasio, PA 18944 (mailing address)
- Date: Thursday, April 25, 2024
- Time: 1:00 pm—3:00 pm (doors open at noon)
- Cost: \$15.00 member/non-mem. \$20.00 - there will also be a 50/50 raffle and baskets raffle

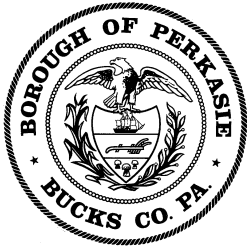
Deadline: April 10, 2024, is the last day to purchase tickets

**Tea, scones, tea sandwiches, and desserts.**

**Scone Recipe** – from Taste of Home (if you want to try making them at home)

**Ingredients** 2 cups all-purpose flour 2 tablespoons sugar 3 teaspoons baking powder 1/8 teaspoon baking soda 6 tablespoons cold butter, cubed 1 large egg 1/2 cup buttermilk Jam of your choice, optional **Directions** 1. Preheat oven to 350°. In a large bowl, combine flour, sugar, baking powder and baking soda. Cut in butter until mixture resembles coarse crumbs. In a small bowl, whisk egg and buttermilk until blended; add to crumb mixture just until moistened. 2. Turn dough onto a lightly floured surface; gently knead 10 times. Divide dough in half; pat each portion into a 5-in. circle. Cut each circle into 6 wedges. 3. Separate wedges and place 1 in. apart on an ungreased baking sheet. Bake until golden brown, 25-30 minutes. Serve warm, with jam if desired.





# BOROUGH OF PERKASIE

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## INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum  
FROM: Linda Reid  
SUBJECT: First Friday events 2024

The Perkasio Town Improvement Association has submitted a Special Event Permit Application to run the First Friday events in Perkasio Borough, from 5pm-8pm on Fridays, May 3, June 7, July 5, August 2, September 6, October 4 and December 6 (7 events in total).

This event has been running on N. 7<sup>th</sup> St for some years, and is well attended by our community. Town center businesses benefit from the additional foot traffic and exposure, and other local businesses and non-profits benefit by being able to set up booths at the event. The Perkasio Town Improvement Association does not charge a fee, so participation by vendors, businesses and area families is free, although Perkasio Borough's Ordinance requires that for-profit vendors at the event secure a Transient Retail License with a fee of \$25 per vendor, payable to Perkasio Borough.

The event requires minimal services to run safely – Borough staff will drop and collect barricades and trash cans during our scheduled working hours, and there is a one-time set up of a small number of electric outlets, again carried out during normal working hours.

Given that the event is run by Perkasio's business association for the benefit of our business community and residents, and that the event services can be provided during our regularly scheduled working hours, I recommend that Perkasio Borough Council approve the application with no charges for Borough services. The permit application fee of \$110, and the Transient Retail License fees will offset any administrative costs that we might incur.

RECEIVED

MAR 14 2024



# BOROUGH OF PERKASIE

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

BOROUGH OF PERKASIE

(215) 257-5065

Fax (215) 257-6875

## SPECIAL EVENT PERMIT APPLICATION / TOWN CENTER

Complete all questions and return application form with all required and supplemental attachments to Perkasio Borough at least 45 days prior to the event. An initial fee is due at the time of application, per the Borough's fee schedule. Perkasio Borough will provide an invoice when the permit is approved, detailing an estimate of additional fees. Perkasio Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

### 1. APPLICANT INFORMATION – the Primary Contact is the person who is to be contacted regarding the application or event

Primary Contact Name: Kelly Laustsen	
Primary Contact Address: 308 W. Walnut St.	
City: Perkasio	State: Pa Zip: 18944
Primary Contact Email: ptia.board@gmail.com	

Event Name: Perkasio First Friday	Type of Event: community
Are you representing a Host Organization? Yes	Is this organization a non-profit? Yes
If so, list name address and phone below:	Is this organization a private/for-profit entity?
Organization Name: Perkasio Town Improvement Association	Purpose of Event: building community connections
Organization Address: 514 W. Walnut St. Perkasio, Pa	
Organization Contact Person: Kelly Laustsen	Email: ptia.board@gmail.com
Organization Phone: 267-454-3158	

### 2. GENERAL EVENT INFORMATION

Date of event: May 3, June 7, July 5, August 2, September 6, October 4, December 6	Rain Date: none
Event Duration (start date & time – end date & time):	6pm-8pm May-October, 5:30pm-8pm December
Estimated Attendance (include organizers, volunteers, attendees, spectators etc):	250-500
Site Arrival / Set Up time: 4:30pm	Site Departure: 8:30pm
Will a registration /entry fee be charged. If yes, how much? no	

### 3. EVENT DESCRIPTION

Is this a fixed or moving event (ie, run / bike ride etc): fixed
Event Description (provide a description of the proposed event including activities, entertainers, vendors, facilities, etc): <p style="text-align: center;">Perkasio First Friday is a social gathering to promote local business and community gathering, offering a variety of free activities for families.</p>

**4. SITE PLAN / DIAGRAM**

**ATTACHMENT REQUIRED:** (all events require a site map of affected areas, showing placement of the following features as applicable).

- Event permits do not confer the right to use private property. Applicant should seek permission from property owner(s) if they wish to use private property in the Borough.

• Check-in / Gate(s) and/or Entrances	• Command Center / Headquarters	• Street Crossings
• Comfort Stations (portable toilets)	• Vendor Booths	• Security / Emergency
• Stages / Other Performance Areas	• Fencing	• First Aid / Medical Stations
• Dumpsters/ Trash & Recycling Containers	• Food & Beverage Concessions	• Fire Extinguishers
• Tents & Trailers	• Street closures & Parking Restrictions	• Other Event Components not listed here
• Event Parking	• Other (specify):	

**ATTACHMENT REQUIRED:**

If this is a MOVING EVENT or will CROSS ANY ROADWAYS, please provide a detailed route description from start to finish.

Starting Location: n/a	Finishing Location: n/a
------------------------	-------------------------

**5. COMFORT STATIONS / PORTA POTTIES**

- The applicant is responsible for addressing the needs for the event. Your portable sanitation service contractor will help you plan properly.
- Applicant must provide portable restroom facilities unless you can substantiate the sufficient availability of both ADA-accessible and regular facilities in the immediate area that will be available to the public.
- No less than one (1) ADA accessible restroom should be placed in each location designated for restroom facilities and located on a level area not to exceed a 2% cross-slope in any direction. If a single restroom is placed in a location it must be ADA-accessible. An accessible route to each restroom location must be provided.

Number of Units: n/a	Delivery date:	Pickup date:
Name of sanitation supplier:		Emergency Contact (day of):

**6. ELECTRICAL SERVICE**

Perkasie Borough electric may be used ONLY with the express consent of Council, which shall have the authority to refuse consent in any instance.

Perkasie Borough Electric Service

- Perkasie Borough provides electrical service on request. An hourly rate is established in the Borough's Fee Schedule.
- An estimate for setup and breakdown of electrical outlets will be provided upon application and an initial fee is required at that time.
- Any balances for actual time worked will be invoiced after the event has taken place.

Electric Service required? (Yes) / No	Mark locations on sketch map.
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**7. TRASH & RECYCLING SERVICE**

- The applicant is responsible for leaving the area in an "as good or better condition" than the site was found prior to the event.
- Perkasie Borough is a mandated community under PA Act 101. Applicants must ensure that recyclables generated at the event are recycled. (aluminum cans, glass, cardboard etc)
- Applicant is responsible for the removal of all trash, litter, debris etc associated with the event. Applicant must supply an adequate number of trash and recycling receptacles and remove trash & other event debris from the site immediately on conclusion of the event.
- Placement of dumpsters requires a dumpster permit. Contact Borough office for an application form.



<ul style="list-style-type: none"> <li>Perkasie Borough reserves the right to invoice the applicant for removal of trash or debris if necessary.</li> </ul>	
<b>Perkasie Borough Trash &amp; Recycling Service</b> <ul style="list-style-type: none"> <li>Perkasie Borough provides trash &amp; recycling service upon request. An hourly rate for this service is established in the Borough's Fee Schedule.</li> <li>An estimate for trash &amp; recycling container distribution &amp; pickup, and trash/recycling collection will be provided upon application and an initial fee is required at that time.</li> <li>Any balances for actual time worked will be invoiced after the event has taken place.</li> </ul>	
Trash & Recycling Service required? <input checked="" type="radio"/> Yes / No	Mark # & locations on sketch map.

**8. ROAD CLOSURES & TRAFFIC CONTROL**

**THE APPLICANT IS RESPONSIBLE FOR PROVIDING ADEQUATE MEASURES TO ENSURE THE SAFETY OF PEDESTRIANS AT THE EVENT.**

<b>ROAD CLOSURES</b> Roads may be closed only with the express approval of Perkasie Borough Council. Applicant is responsible for ensuring roads are closed as approved, including erecting and taking down barricades. Roads & sidewalks must be left clear and open after the event. <ul style="list-style-type: none"> <li>Perkasie Borough provides road barricades and cones on request. We will drop barricades and cones at specified locations and collect them after the event. An hourly rate is established in the Borough's Fee Schedule.</li> <li>An estimate for drop off and collection of barricades &amp; cones will be provided upon application and an initial fee is required at that time.</li> <li>Any balances for actual time worked will be invoiced after the event has taken place.</li> </ul>	
Barricades Required: <input checked="" type="radio"/> Yes / No	Mark # & locations on sketch map.
Cones Required: Yes / <input checked="" type="radio"/> No	Mark # & locations on sketch map.

<b>PEDESTRIAN CROSSING</b> Applicant is responsible for providing safe crossing at open road crossings where heavy pedestrian traffic is expected. Any personnel must be trained, qualified traffic flaggers and have the necessary safety equipment. <ul style="list-style-type: none"> <li>Perkasie Borough provides qualified Crossing Guards on request, and subject to staff availability. An hourly rate is established in the Borough's Fee Schedule.</li> <li>Any balances for actual time worked will be invoiced after the event has taken place.</li> </ul>	
Crossing Guards Required: Yes / <input checked="" type="radio"/> No	# Guards: _____ Mark # & locations on sketch map.

<b>TEMPORARY PARKING RESTRICTIONS</b> Applicant is responsible for clearly marking any areas with temporary parking restrictions at least 48 hours before the event. Use cable (zip) ties to attach signs - do not use nails, tacks, or staples on electric poles, light poles, trees or any other street furniture. Applicant must remove all signs immediately at the end of the event. <ul style="list-style-type: none"> <li>Perkasie Borough provides high visibility "No Parking" signs on request. A fee per sign is established in the Borough's Fee Schedule</li> </ul>	
No Parking Signs Required: <input checked="" type="radio"/> Yes / No	we have signs from last year # of signs: 8-10

<b>EVENT PARKING</b> <ul style="list-style-type: none"> <li>Applicant is required to provide a parking plan, showing parking locations for staff, volunteers, attendees.</li> <li>Provide details of any Park &amp; Ride parking locations and shuttle routes / drop off points:</li> </ul>	
---	--

## 9. MITIGATION OF IMPACT

### ATTACHMENTS REQUIRED:

- Describe mitigation measures for potentially negative consequences imposed by the event.
- Include a draft sample of any notices to residents & businesses and a proposed list of recipients
- Provide a sketch map showing any detours or traffic redirection.

## 10. TEMPORARY FIXED VENDORS

Temporary Fixed Vendors require a Transient Retail License to do business on the public right of way. That means any truck, trailer, sidewalk cart or temporary booth where food, beverages and/or other goods, wares or services are sold in a fixed location within the Borough on a temporary basis.

- Applicants are responsible for ensuring temporary Food & Beverage businesses have the required Bucks County Health Department Licenses, PLCB licenses, and any other permits needed for their operation.
- Applicant is required to estimate the number of vendors that will be in attendance and pay a summary license fee at the time of application. A fee per Vendor is established in the Borough's Fee Schedule.
- Perkasio Borough reserves the right to invoice the applicant for any balance due if the number of Temporary Fixed Vendors is greater than the initial estimate.

Estimated number of Food Trucks / Trailers: 1 per event

Estimated number of For-Profit Vendors: 1-3. Beer / wine / cookie vendors

Estimated number of Non-Profit Vendors (no fee): 8-15

## 11. ENTERTAINMENT

### ATTACHMENTS REQUIRED:

Perkasie Borough encourages a family-friendly atmosphere / environment at Special Events in the Town Center.

- Mark the location of all music and/or entertainment "stages" or areas on the event sketch map.
- For each location, list the type of entertainment and the hours. List areas where amplified music is planned. List group or individual performer names if known.
- List the locations of any animal exhibits or petting zoos. Applicant is responsible for ensuring that conditions in Bucks County and PA Health Department permits are met.

## 12. EVENT SAFETY AND SECURITY

**ATTACHMENTS REQUIRED:** The applicant is required to provide a safe and secure environment for the event.

A plan for crowd control and security is required as part of the Event Application. The plan must include at least:

- The location of an Event Command Center. Note how it will be identifiable to attendees.
- The name of the individual in charge at the event. Provide the name & contact information of the Event Director.
- How will you communicate with all attendees in the event of an emergency?
- What is the emergency evacuation plan?
- Where is the location for missing/found persons?
- Will there be sufficient staff at the event for the expected number of attendees? What are the numbers of these staff and how will they be trained on their roles & emergency procedures. How will they communicate with the Event Director in an emergency situation?

Applicant is responsible for notifying emergency services of the event. Attach a draft/sample copy of the notice to this application.

## 13. POLICE DEPARTMENT

Perkasie Borough may require uniformed/non-uniformed police officers to be on-duty throughout the event. The applicant will be responsible for the cost incurred for these services. We will send an estimate of the hours and an invoice with the event permit approval letter. An estimate of the hourly rate for Police Department support is in section 17 of this application form. We reserve the right to invoice the Applicant for the balance of additional Police services provided during the event if we deem them necessary for health,

safety and/or security reasons.

Applicant is welcome to schedule a meeting with the Perkasio Borough Chief of Police to discuss the possibility of Police Department support for the event. Call (215) 257-6876 to schedule.

#### 14. FIRE SAFETY

##### ATTACHMENTS REQUIRED:

- Open fires/burning are not permitted without an additional permit and express approval by Perkasio Borough Council
- Fireworks and Pyrotechnics are not permitted.

Applicant is responsible for notifying the Perkasio Fire Department of all road closures, detours, and access points for emergency service vehicles during the event. Attach a draft/sample copy of the notice to this application.

#### 15. EMERGENCY MEDICAL PLAN

##### ATTACHMENTS REQUIRED:

- If attendance is expected to be 5,000+ (including staff, volunteers & vendors), an ambulance and fire truck may need to be on scene with backup available should either have to leave the event.
- Consult with the Bucks County Emergency Health Services for their requirements.
- FOR ALL EVENTS: an on-site first aid location must be established. Provide details as an attachment to this application.

Applicant is responsible for notifying local emergency services of all road closures, detours, and access points for emergency service vehicles during the event. Attach a draft/sample copy of the notice to this application.

On-Site Emergency Medical Service: Yes  No

Standby Service Notified: Yes  No

If yes, Agency Name:

Agency Phone:

#### 16. WAIVER & INSURANCE

##### ATTACHMENTS REQUIRED:

Attach a Certificate of Insurance to this application, evidencing at least \$1,000,000 in Comprehensive General Liability insurance coverage and naming the Borough of Perkasio as Additionally Insured. Certain kinds of events (eg, parades) may have additional insurance requirements. It is the responsibility of the Applicant to ensure adequate coverage.

##### Indemnification:

- To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasio, its elected and appointed officials, agents, employees, and authorized volunteers against any and all claims, liability, demands, suits or loss, including attorney's 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.

##### 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.
- Perkasio Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while attending the event; all claims for such injury or damage are hereby waived.

##### Damage to Borough Property

- Applicant assumes full responsibility for taking cognizance of area conditions at the time of the event.

Applicant will be responsible for all damages resulting to or from use of the Borough's property. Upon completion of the Applicant's operations, Applicant agrees to leave the property in the same condition as it existed before operation, or pay for and complete restoration of said property within 15 days of the the completion of the event.

**17. FEES & CHARGES \*\* subject to change**

The Perkasio Borough Fee Schedule can be downloaded from: <https://perkasieborough.org/fee-schedule/>

The following fees are due **at the time of application:**

Application Fee: For Profit (\$100) / Non-Profit (\$50):	\$50
Application Fee, additional date (\$10 per date):	requesting waiver of fees for 2024 - letter attached
Deposit: Electrical Setup & Breakdown: 8 hours at \$70.00 per hour = \$560	requesting waiver of fees for 2024 - letter attached
Deposit: Trash & Recycling Setup & Collection: 4 hours at \$55.00 per hour = \$220	requesting waiver of fees for 2024 - letter attached
Deposit: Barricades/Cones Drop Off & Collection: 4 hours at \$55.00 per hour = \$220	requesting waiver of fees for 2024 - letter attached
Deposit: Temporary Fixed Vendor Fee: # for-profit Vendors x \$25 =	requesting waiver of fees for 2024 - letter attached
No Parking Signs: # signs requested x \$2.25	requesting waiver of fees for 2024 - letter attached
<b>TOTAL:</b>	\$50

The following fees are due when the event permit application has been reviewed and approved, and **will be invoiced when the event permit is mailed to the applicant.**

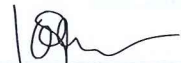
Deposit: Crossing Guards: Hours requested x \$18.00 per hour	
Deposit: Police Support: Hours requested x \$91.81 per hour	

Perkasie Borough reserves the right to invoice the Applicant for the balance of any Borough services provided during the event if we deem them necessary for health, safety and/or security reasons.

**18. SUBMISSION CHECKLIST (ATTACHMENTS)**

<input type="checkbox"/> Site Plan	<input type="checkbox"/> Parking Plan
<input type="checkbox"/> Event Safety & Security Plan	<input type="checkbox"/> Entertainment Plan
<input type="checkbox"/> Detour / traffic flow plans	<input type="checkbox"/> Draft notices to emergency services
<input type="checkbox"/> Draft notices to affected residents & businesses	<input type="checkbox"/> Certificate of Insurance

Applicant certifies that the information provided on this form is true and correct, has reviewed and agrees to the insurance and waiver statements herein.

Signed:  Date of Application: 3/13/24

On behalf of Organization: Perkasie Town Improvement Association

← TRAFFIC W. MARKET STREET TRAFFIC →

BARACADES (2)

VENDORS

BARACADES (1)



NO PARKING SIGNS ALONG STRIP  
7TH STREET

MUSIC LOCATION

VENDORS

INFO

PRIVATE PARKING

← TRAFFIC

ALLEY

VENDORS

BARACADES (1)

MUSIC LOCATION

VENDORS

BARACADES (2)

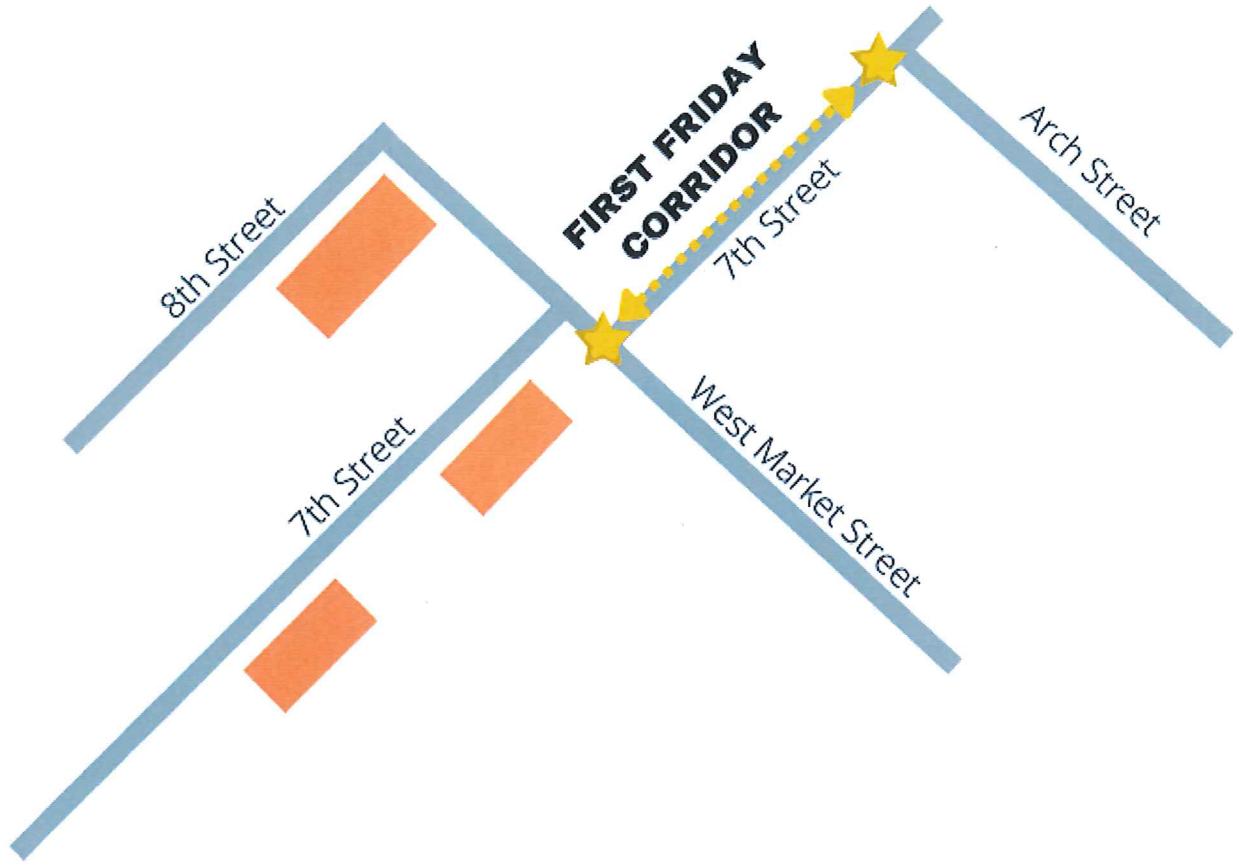
ARCH STREET

# MAP FIRST FRIDAY

TRAFFIC

EVENT FROM 6-8PM  
STREETS CLOSED FROM 4:30-8:30PM

# PARKING MAP



 Parking Areas      Parking is free throughout the borough.

You are also welcome to park on street where ever you can find a spot

**Mitigation measures for potentially negative consequences imposed by First Friday event, 2024:**

**Vendor Compliance + Coordination:**

- Ensure that food and merchandise vendors comply with health and safety regulations.
- Assign a point of contact for vendors to address issues during the event. (Remax table)

**Community Engagement:**

- Collaborate with local community organizations.
- Encourage residents to participate in planning and volunteer opportunities.
- Foster a sense of community ownership and responsibility.

**Communication & Public Relations:**

- Utilize social media, local news outlets, and community bulletin boards to promote the event.
- Respond promptly to any concerns or feedback from the community.

**Accessibility:**

- Ensure the event is accessible to people with disabilities.
- Provide clear pathways and ramps where necessary.
- Offer assistance to those who may need it.

**Environmental Impact:**

- Minimize the event's environmental impact by encouraging recycling, providing trash bins, and considering sustainable practices.
- Educate vendors about responsible waste disposal







Dear resident,

We are notifying you of our First Friday event on \_\_\_\_\_, that will include a road closure from **4:30 pm to 8:30 pm** in front of your residence. Please help us by making sure your car is not parked at that time on 7th St. between Market and Arch St.

We are sorry for any inconvenience and appreciate your understanding. We hope you will be able to join us for food, live music, and community fun on First Friday!

Sincerely,

Kelly Laustsen & Kim Bartells  
Perkasie Town Improvement Association Events Committee

## **Notices to residents and businesses**

### **Residences notified with letter:**

- Posted in apartments above Rise & Grind (American House building)
- Posted in apartments above Old Glory Barbershop
- Mailed to residences above Frox, En Arabesque, Emerald Carpet

### **Businesses notified with letter:**

- Remax
- Rise & Grind
- Bloom Flower Co.
- Hickory Stick
- Old Glory Barbershop
- Salon 33
- En Arabesque
- Emerald Carpet
- Frox
- Bliss
- Miss Cindy's Building

*Haycock Township*  
Est. 1763

*Bucks County, Pennsylvania*  
Office of the Secretary  
640 Harrisburg School Road  
Quakertown, Pa. 18951

RECEIVED  
MAR 15 2024

BOROUGH OF PERKASIE

Attention: Fire Police Captain

Ladies and Gentlemen:

Haycock Township respectfully requests the assistance of any available Fire Police personnel for traffic control duties for the following two events:

The Independence Triathlon, to be held on Sunday May 19, 2024, at Nockamixon State Park. The requested arrival time for all assisting is 0645 at the Park Office.

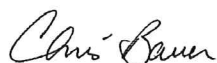
Steelman Triathlon, to be held on Sunday August 4, 2024, at Nockamixon State Park. The requested arrival time for all assisting is 0700 at the Park Office.

We are requesting fire police assistance for traffic control during the bicycling portions of these events. Mountain View Drive (Route 563 North) is closed during both the Independence and Steelman Triathlons. For these two events, the control is for cross intersections and direction of vehicles from homes along the closed portions of the highway.

The Officer-in-Charge for the Fire Police will be Scott Hager, Fire Police Captain of the Richlandtown Fire Company. He can be reached at (267)221-7858 or [scott\\_fp36@yahoo.com](mailto:scott_fp36@yahoo.com).

Thank you in advance for your prompt attention to this letter and your ongoing commitment to assist!

Sincerely,



Chris Bauer  
Secretary-Treasurer



# BOROUGH OF SELLERSVILLE

INCORPORATED DECEMBER 7, 1874



LOCATED ON THE LIBERTY BELL TRAIL

140 East Church Street

Phone (215) 257-5075

Sellersville, PA 18960

Fax (215) 257-6163

Website: <http://www.sellersvilleboro.org>

Thomas C. Hufnagle - Mayor, CBO  
Eileen M. Bradley - Manager/Secretary

## BOROUGH COUNCIL

PRESIDENT  
Lois A. Dodson

VICE PRESIDENT  
James G. Hull

CHAIRMAN Pro Tem  
Donald E. Crouthamel

Kathleen J. Hallman  
Marie G. Howells  
David A. O'Donnell  
Lynne A. Saylor

March 14, 2024

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

RECEIVED  
MAR 18 2024

**BOROUGH OF PERKASIE**

Re: Request for Fire Police Services

Dear Ms. Coaxum:

This letter is being sent to your Municipality to request the assistance of any available Fire Police personnel for traffic control duties for the Sellersville Sesquicentennial Car Show which is scheduled for Saturday, April 20, 2024 from 8:30 a.m. to 2:30 p.m.

Please have a representative of your Company's Fire Police personnel contact Captain Bill Spaeth at (267)446-1474 or email to [wfsaeth@gmail.com](mailto:wfsaeth@gmail.com) with the number of personnel available to assist us.

Thank you for your cooperation with this event.

Respectfully,

Eileen M. Bradley  
Borough Manager

EMB/bld

cc: Bill Spaeth



# BOROUGH OF SELLERSVILLE

INCORPORATED DECEMBER 7, 1874  LOCATED ON THE LIBERTY BELL TRAIL

140 East Church Street

Phone (215) 257-5075

Sellersville, PA 18960

Fax (215) 257-6163

Website: <http://www.sellersvilleboro.org>

Thomas C. Hufnagle - Mayor, CBO  
Eileen M. Bradley - Manager/Secretary

## BOROUGH COUNCIL

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VICE PRESIDENT  
James G. Hull

CHAIRMAN Pro Tem  
Donald E. Crouthamel

Kathleen J. Hallman  
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David A. O'Donnell  
Lynne A. Saylor

March 15, 2024

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

RECEIVED  
MAR 19 2024

**BOROUGH OF PERKASIE**

Re: Request for Fire Police Services

Dear Ms. Coaxum:

This letter is being sent to your Municipality to request the assistance of any available Fire Police personnel for traffic control duties for the Sellersville Sesquicentennial/Memorial Day Parade which is scheduled for Saturday, May 25, 2024 from 8:00 a.m. to 1:00 p.m.

Please have a representative of your Company's Fire Police personnel contact Captain Bill Spaeth at (267)446-1474 or email to [wfspace@gmail.com](mailto:wfspace@gmail.com) with the number of personnel available to assist us.

Thank you for your cooperation with this event.

Respectfully,

Eileen M. Bradley  
Borough Manager

EMB/bld

cc: Bill Spaeth

**RESOLUTION NO. 2024-22**

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE PROFESSIONAL SERVICES CONTRACT WITH ACURANCE, LLC FOR GENERAL CONSULTING AND GRANT ADMINISTRATION SERVICES, AND AUTHORIZING THE BOROUGH MANAGER AND/OR THE PERKASIE BOROUGH COUNCIL PRESIDENT TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE**

**WHEREAS**, Acurance, LLC has provided the Borough of Perkasio with a Professional Services Contract related to General Consulting and Grant Administration Services; and

**WHEREAS**, the Borough Council has determined that it is in the best interest of the Borough to approve the Acurance, LLC Professional Services Contract related to General Consulting and Grant Administration Services.

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

1. Approval of Agreement. The Borough Council herein approves the Acurance, LLC Professional Services Contract related to General Consulting and Grant Administration Services, which is attached hereto as Exhibit "A" and incorporated by reference.
2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasio Borough Council President to execute the Acurance, LLC Professional Services Contract related to General Consulting and Grant Administration Services, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 1<sup>st</sup> day of April, 2024.

**ATTEST:**

**BOROUGH OF PERKASIE:**

By: \_\_\_\_\_  
Andrea L. Coaxum, Secretary

By: \_\_\_\_\_  
James Ryder, Council President

# Perkasie Borough Council approves partial funding for new Pennridge Little League light poles

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

PUBLISHED: March 19, 2024 at 1:43 p.m. | UPDATED: March 19, 2024 at 1:45 p.m.

PERKASIE — The Perkasie Borough Council Monday evening granted partial approval of a funding request for the installation of four new 70-foot wooden light poles at the Pennridge Little League field.

The request was made by the Pennridge Little League (PLL), which jointly operates the field with the borough. It follows a 2022 plan by the PLL to install LED lights at the field, which revealed the 25-year-old poles to be significantly deteriorated and in need of replacement.

The move approves \$39,000 for labor and equipment expenses. Council denied an additional \$15,000 in requested funds for the poles, steel cross arms and miscellaneous electric materials after borough manager Andrea Coaxum revealed that the funds would need to be pulled from the trail maintenance budget. David Ritter of the PLL additionally confirmed that the league could cover the costs through fundraisers and existing revenues.

In other news, council awarded a \$73,000 contract to T. Schiefer Contractors, Inc. for demolition, site improvements and installation of the Timber Pedestrian Bridge at Lenape Park. Council also allocated the borough's remaining \$77,000 in American Rescue Plan Act (ARPA) funds to cover additional project expenses. Coaxum said that the new bridge will be substantially larger and more durable than the previous structure.

Council additionally approved \$70,000 for a new skate park asphalt pad. Park and Recreation Director Lauren Moll noted that the current 20-year-old pad is severely cracked and unsafe to use. She said that construction is projected for May.

In her report, Assistant Borough Manager Linda Reid announced the closure of Chimayo Gallery and Shop due to the retirement of owners Alix Stoll and Priscilla Gray-Stoll. She said that Bloom Flower Co. will move into the space and that the borough is in conversation with an aesthetician to move into the Bloom Flower Co.'s current space. Reid also announced some recent business openings, including Stag Artisan Coffee at 410 East Walnut Street, Perkasie Auto behind U.S. Gas on Fifth Street and Makers on Market at 530 West Market Street.

In addition, council member Steve Rose announced that the borough received \$2.1 million in grant funding for the Park Avenue improvement project, which includes road resurfacing from Jefferson Drive to Ridge Road, sidewalks, stormwater improvements and more.

*The next Perkasio Borough Council meeting is on April 1 at 7 p.m. For more information, visit [perkasieborough.org](http://perkasieborough.org).*