

PERKASIE BOROUGH COUNCIL
Agenda for Council Committee Meeting of February 2, 2026

1. Meeting Convenes at 7:00 PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. President's Remarks
6. Public Works Committee Meeting, Councilors: Dave Weaver (Chair), Collin Garr (Vice-Chair), Joe Green, Dave Worthington
 - A. Consider Amending the 2026 Budget – Expenditure for Elevator Repair at Borough Hall
 - B. Consider Amending the 2026 Budget – Capital Purchases for Public Works Department
 - C. Consider Resolution #2026- 12 - Green-Light-Go Grant Contract
7. Public Utility Committee Meeting, Councilors: Joe Green (Chair), Dave Weaver (Vice-Chair), Jaclyn Cornelius, Collin Garr
 - A. Perkasie Wholesale Power Cost Monthly Report
 - B. Installed Capacity Update
 - C. Update: BTM Solar Project
 - D. Consider Resolution #2026- 13 - Bond Anticipation for BTM Solar Project
8. Planning and Zoning Committee Meeting, Councilors: Collin Garr (Chair), Kelly Laustsen (Vice-Chair), Emma Hawkins
 - A. Consider Waiver of Land Development Agreement – Perkasie Regional Authority
9. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Lilli Benner (Vice-Chair), Emma Hawkins, Kelly Laustsen
 - A. Consider Reservation Request – Bucks County Intermediate Unit
 - B. Consider Reservation Request – Walton Farm Elementary School
 - C. Consider Park Event Application – Healthy Kids Running Series
 - D. Consider Donation Request – Guth Elementary Home & School Association
 - E. Consider Resolution #2026- 14 - Valpak/Clipp Participation Agreement – Menlo Aquatics Center Advertising
 - F. Consider Change Order #1 for Kulp Park Phase 2 Improvements Project
 - G. Discuss Potential Fundraising for New Scoreboard at Kulp Park Sport Field
10. Personnel and Policy Committee Meeting, Councilors: Jaclyn Cornelius (Chair), Joe Green (Vice-Chair), Lilli Benner, Robin Schilling
 - A. Consider Appointment for Property Maintenance Code Board of Appeals
 - B. Consider Hiring of Permanent Part-Time Laborer
11. Finance Committee Meeting, Councilors: Robin Schilling (Chair), Jaclyn Cornelius (Vice-Chair), Joe Green, Dave Weaver
 - A. Update on Borough Grants
 - B. Payment of the Bills
12. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Emma Hawkins (Vice-Chair), Robin Schilling, Dave Weaver
13. Public Safety Committee Meeting, Councilors: Lilli Benner (Chair), Kelly Laustsen (Vice-Chair), Mayor Jeff Hollenbach, Collin Garr, Robin Schilling
 - A. Consider Resolution #2026- 15 - LSA Traffic Control Grant Contract

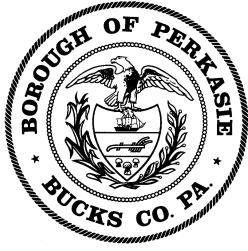
- B. Authorize the Drafting of an Ordinance for Parking Tickets
- 14. Historical Committee Meeting, Councilors: Emma Hawkins (Chair), Dave Worthington (Vice-Chair), Lilli Benner, Jaclyn Cornelius
- 15. Youth Councilor Reports
- 16. Other Business
- 17. Executive Session
- 18. Public Forum
- 19. Press Forum
- 20. Adjournment

Next Meeting: *Tuesday, February 17, 2026 – 7:00 PM*

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



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Borough meeting dates, agendas,
packets and minutes.



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 29, 2026

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum

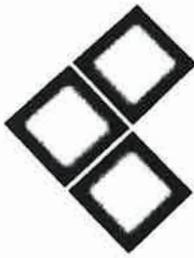
FROM: Rebecca Deemer, Finance Director
Jeff Tulone, Public Works Director

SUBJECT: Borough Hall Elevator Repairs

During a routine maintenance visit, Tri-State Elevator Company, Inc. identified that the elevator piston gland leaks beyond normal operating levels and should be rebuilt. The piston gland keeps the hydraulic elevator sealed, stable, and safe. When it leaks or wears out, it's a repair that should not be deferred.

The total cost to repair the elevator is \$5,490.00. The adopted budget includes \$5,000.00 in the Elevator Repairs and Maintenance account 01.409.374. It is too early in the year to know what the overall budget performance will be, so we are recommending that this minor overage of \$490.00 be allocated to the Repairs and Maintenance Services account 01.409.370.

We recommend that Council authorizes the use of available funds from the Repairs and Maintenance Services line item to complete the necessary elevator repairs.



TRI-STATE ELEVATOR COMPANY, INC.

3607 Chapel Road • P.O. Box 461 • Newtown Square, PA 19073

610-353-1611 • FAX 610-353-4595 • tristateelevator@comcast.net

1/15/26

Borough of Perkasie
620 W. Chestnut St.
P.O. Box 96
Perkasie, PA 18944

RE: H.D. Rebuild Internal Gland
Cust File # 4009

It is our obligation as your provider to make you aware of any work our technician recommends to be completed to your elevator based on safety, state codes and our contract. This protects you in case of lawsuit's or inspector's red tagging your elevator. We are not stating that you must complete this work but we feel it could impact the performance of your elevator. Just like a car needs upgrades along the way so does the elevator.

Facilities,

On a visit, our mechanic has made the following report. The elevator piston gland is leaking beyond normal operating levels and should be rebuilt. We will furnish and install new components in the cylinder gland, as well as hone the piston to eliminate any burrs.

Our price to complete this work will be Five Thousand Four Hundred and Ninety dollars (\$5,490). Payment is due upon completion of this work. Tri-State Elevator retains the title to all equipment furnished herein until payment is made in full. Non-payment will result in assessments interest charged at a rate of 1 1/2% per month and any attorney's fees, expenses and costs of collection.

If you decide to have this work completed, please sign the authorization at the end of this letter and return it to us. Please feel free to contact the undersigned should you have any questions with this proposal.

Tri-State Elevator Company, Inc.
Is authorized to proceed with the
Work described above.

Date: _____

Title: BOROUGH MANAGER

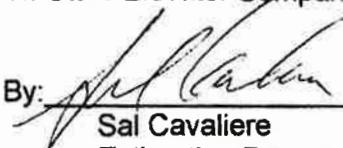
By: _____

Print Name: ANDREA L. COAXUM

Sincerely.

Tri-State Elevator Company, Inc.

By:


Sal Cavaliere
Estimating Department



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 29, 2026

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum

FROM: Rebecca Deemer, Finance Director
Jeff Tulone, Public Works Director

SUBJECT: Public Works 2026 Capital Purchases

As the Public Works Department begins lining up its capital purchases for the year, purchase orders are being submitted to accommodate for lead times associated with certain equipment and vehicles. The table below provides a summary of the actual costs vs. budget, and the overall impact on the 2026 budget:

Capital Purchase	Budget	Actual Cost	(Over)/Under
Trash Truck	\$ 155,000.00	\$ 154,000.00	\$ 1,000.00
Skid Steer	\$ 80,000.00	\$ 67,768.13	\$ 12,231.87
Roto-Grader - Recycling Gate	\$ 15,830.00	\$ 16,970.00	\$ (1,140.00)
Track Skid Steer	\$ 144,000.00	\$ 134,122.00	\$ 9,878.00
Pick-Up Truck	\$ 93,000.00	\$ 82,767.00	\$ 10,233.00
Rock Groom - Infield Groomer	\$ 5,400.00	\$ 5,890.00	\$ (490.00)
Net Savings			<u>\$ 31,712.87</u>

While two capital items exceed their individual budget allocations, the remaining projects are under budget by \$33,342.87, resulting in sufficient surplus to offset these overages.

We are recommending that Council approve the reallocation of surplus funds for the purchase of the recycling center gate and infield groomer.

RESOLUTION NO. 2026-12

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE GREEN LIGHT-GO PROGRAM GRANT AND REIMBURSEMENT AGREEMENT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF TRANSPORTATION AND PERKASIE BOROUGH FOR THE S. RIDGE ROAD / W. PARK AVENUE SIGNAL MODERNIZATION PROJECT AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, the Commonwealth of Pennsylvania, Department of Transportation, has provided the Borough of Perkasie with a Green Light-Go Program Grant and Reimbursement Agreement for the S. Ridge Road / W. Park Avenue Signal Modernization Project; and

WHEREAS, the Borough of Perkasie, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Green Light-Go Program Grant and Reimbursement Agreement; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Green Light-Go Grant and Reimbursement Agreement.

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

1. Approval of Agreement. The Borough Council of Perkasie Borough herein approves the Green Light-Go Program Grant and Reimbursement Agreement, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Green Light-Go Grant and Reimbursement Agreement between the Borough and the Commonwealth of Pennsylvania, Department of Transportation, on behalf of Perkasie Borough.

THIS RESOLUTION was duly adopted this _____ day of _____, 2026.

ATTEST:

By: _____
Andrea L. Coaxum, Secretary

BOROUGH OF PERKASIE:

By: _____
Robin Schilling, President

EXHIBIT “A”

JEFFREY P. GARTON
THOMAS J. PROFY, IV**
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
MICHAEL J. MEGINNISS
BRENDAN M. CALLAHAN*
BRADLEY R. CORNETT*
SEAN M. GRESH
BRYCE H. MCGUIGAN*
TRACY L. CASSEL-BROPHY*
KATHARINE J. WEEDER*
CHRIS LITTLE SIMCOX*
BRENDAN G. CORRIGAN^
KIMBERLY N. BARRON
CHLOE M. BOUDAZIN
CHELSEY CROCKER JACKMAN
MARISA M. PERINI
HANNAH M. SCHWEIZER

*Member of PA & NJ Bars

†Master of Laws (Taxation)

^Member of PA & NY Bars



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-Senior Litigation Counsel

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ALLEN W. TOADVINE
PAMELA A. VAN BLUNK*
MARC I. RICKLES*
COURTNEY S. CROWLEY*

NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

January 30, 2026

VIA EMAIL

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

Re: Green Light-Go Program Grant and Reimbursement Agreement

Dear Andrea:

Pursuant to your request, I have reviewed the above referenced Agreement that follows Council's approval of accepting the grant for \$425,240.00. As a result of my review of the Agreement, please be advised as follows:

1. As I mentioned, whenever I review a State grant, the opportunity to change any provision of the grant agreement, is very limited and is probably only achievable if the State has made a mistake with respect to the dollar amount included in the grant.
2. Please note that all work related to this grant has to be concluded by June 30, 2028.
3. From your review of the prior history of this grant, is the amount of the grant correct?
4. Paragraph 2 – Please note that it is clear that PennDOT will “not allow substantial scope changes or substitute projects” with respect to this grant. I do not suspect that the Borough will be contemplating that but be careful with respect to any substantial scope changes.
5. Paragraph 4(b)(ii) – Please note that the Borough may not begin construction activities until PennDOT approves the finals plans and provides the Borough written authorization to proceed.

6. Paragraph 4(f) – It is always unnerving when it grants PennDOT the right to terminate the agreement if it does not receive the necessary state funds to allocate to the project. I would hope that would not be the case, but they do commit to paying for any expenses that have been incurred by the Borough up to the point of cancellation. However, that may not completely cover any costs accrued by the contractor.

7. Paragraph 5 – Please note the obligations imposed on the Borough to comply with the PennDOT publications related to the selection of consultants.

8. Paragraph 5(d) – The Borough must submit all required bid documents to PennDOT for review and approval. PennDOT will then grant an authorization to advertise for bids if the four items identified therein have been satisfied.

9. Paragraph 6 – Please note the requirement for PennDOT employees, contractors and consultants to prepare preliminary engineering and the final design.

10. Paragraph 10 – By executing this Agreement, the Borough confirms that it has on-hand, or available, over the life of the project, sufficient funds to meet all of its obligations. You will also note in subsection (b) that you may use liquid fuel funds for that purpose.

11. Paragraph 11 – I am sure that you are familiar with the payment procedures, but if not, please review same so that the Borough is in a position to promptly request reimbursement and not have delays because of a failure to meet PennDOT's specific requirements.

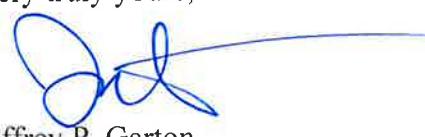
12. Paragraph 12 – Please note the Borough's obligation for maintenance and operation which is not unusual.

13. Paragraph 14 – PennDOT has a right to audit the Borough's records related to the project, so please segregate the financial elements and other details into a separate file and a separate accounting process so that it is easy to facilitate if an audit is requested.

14. Paragraph 17 - Please review this paragraph with respect to the obligation to comply with certain prescribed requirements, and the balance of all of the subsections of this paragraph are consistent with prior agreements.

Other than the aforementioned, I have no further comments.

Very truly yours,



Jeffrey P. Garton

JPG:ers

Internal Order Number: 89975	Agreement #: C920003985
Grantee: Perkasie Borough	SAP Vendor#: 138994
Project Title: S. Ridge Rd/W. Park Ave Signal Modernization	MPMS#: 123538
Total Grant Amount Not to Exceed: \$ 425,240.00	Grant Type: <input type="checkbox"/> Local Grant (Pub 9) <input checked="" type="checkbox"/> Local Grant (Pub 740) <input type="checkbox"/> Local Grant (PennDOT Design)
PennDOT Fiscal Year: 2025	

GREEN LIGHT-GO PROGRAM GRANT AND REIMBURSEMENT AGREEMENT

This Green Light-Go Program Grant and Reimbursement Agreement is between the Commonwealth of Pennsylvania, Department of Transportation, and the Perkasie Borough, a political subdivision duly and properly formed under the laws of the Commonwealth of Pennsylvania, acting through its proper officials.

This agreement is pursuant to 74 Pa. C.S. Chapter 92 (relating to traffic signals) and 75 Pa. C.S. § 9511(e.1) (relating to allocation of proceeds). The Green Light-Go Program provides financial assistance to municipalities or metropolitan or rural planning organizations requiring a 20% match from any combination of federal, state, regional, local and private funds except for transportation improvement program funds. Municipalities may request financial assistance for existing traffic signal maintenance and operations activities identified in 75 Pa. C.S. § 9511(e.1).

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

1. Definitions. The following definitions apply when used in this agreement.

“Agreement Expiration Date” means June 30, 2028.

“Commonwealth” means the Commonwealth of Pennsylvania.

“Completion of Construction” means the date by which the Grantee shall complete construction of the Project as identified in section 4(b)(iii).

“Grantee” means Perkasie Borough.

“Effective Date” means the date that this agreement is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature.

“Final Plans” means, collectively, pre-construction activities (preliminary engineering, final design, right-of-way acquisition, and utility work).

“PennDOT” means the Commonwealth of Pennsylvania, Department of Transportation.

“Project” means the scope of work as described in Exhibit A.

“Project Deadlines” means, collectively, the Completion of Construction, Submission of Final Invoice to PennDOT, and Agreement Expiration Date deadlines identified in section 4(b)(iii).

“Project Subcontractors” means, collectively, the Grantee’s contractors, consultants, or vendors.

“PS&E” means all plans, specifications, estimates for the Project.

“Publication 9” means the current version as of the Effective Date of PennDOT Publication 9, *Policies and Procedures for the Administration of County and Municipal Liquid Fuel Taxes*.

“Publication 191” means the current version as of the Effective Date of PennDOT Publication 191, *Traffic Signal Maintenance Manual*.

“Publication 740” means the current version as of the Effective Date of PennDOT Publication 740, *Local Project Delivery*.

“PUC” means the Pennsylvania Utility Commission.

2. General Provisions.

a. Project Defined. PennDOT, following review of the Grantee’s application, has selected the Project described in Exhibit A, attached to this agreement, for participation in the Green Light-Go Program. The Project was competitively selected, and therefore PennDOT shall not allow substantial scope changes or substitute projects after an award is made.

b. Order of Precedence. If there is ambiguity or inconsistency between the agreement and the attached exhibits, the terms and conditions in this agreement have precedence to the extent of the ambiguity or inconsistency. If there is ambiguity or inconsistency between the attached exhibits, the exhibits have the following order of precedence:

1. Exhibit E Commonwealth Standard Terms and Conditions;
2. Exhibit B Project Cost Statement;
3. Exhibit D PS&E documents;
4. Exhibit A Grantee's application; and
5. Exhibit C, Sample Letter of Adjustment.

3. Project Cost Estimate.

PennDOT shall award a grant to the Grantee in the amount of \$425,240.00. The Project Cost Estimate, attached as Exhibit B, sets forth the total estimated cost of the Project.

- a. Maximum Amount of Reimbursement.** The maximum amount of reimbursement to the Grantee is \$ 425,240.00, or 20% of the actual Project cost, whichever is less. The Grantee shall pay for all Project costs exceeding the grant amount.
- b. Municipal Match.** The Grantee shall pay a municipal match of 20% of the actual Project cost.

4. Term and Termination.

- a. Effective Date.** This agreement will commence on the Effective Date and continue until the Agreement Expiration Date, unless otherwise terminated in accordance with this agreement. Following full execution, the Effective Date will be included on the e-signature page, which will be attached below.

b. Milestones. The Project funding begins on the Effective Date and ends on the Agreement Expiration Date shown below.

- i. **Pre-construction.** PennDOT shall notify Grantee of the Effective Date, which will serve as notice to proceed with pre-construction activities of the Final Plans.
- ii. **Construction.** The Grantee shall not begin construction activities until PennDOT approves the Final Plans and gives Grantee written authorization to proceed.
- iii. **Project Deadlines.** The Grantee shall complete Project activities by the following deadlines:

Completion of Construction	May 15, 2028
Submission of Final Invoice to PennDOT	May 31, 2028
Agreement Expiration Date	June 30, 2028

- c. **Extensions.** PennDOT may extend Project Deadlines by letter of adjustment at PennDOT's discretion before the Agreement Expiration Date. If PennDOT determines that the Project Deadlines should be extended, PennDOT shall extend such dates by sending the Grantee notification via a letter of adjustment. A sample letter of adjustment is attached as Exhibit C of this agreement. The letter of adjustment is not effective until duly authorized representatives of PennDOT, the Grantee, and the Office of Comptroller Operations sign and date the letter of adjustment. If a deadline is not met or extended, PennDOT may (i) suspend payment of the grant funds until the Completion of Construction is achieved or (ii) terminate this agreement in accordance with subsection (g) below.
- d. **Prompt Completion.** PennDOT shall not make any payments after the Agreement Expiration Date.

- e. **Termination for Convenience.** Either party may terminate this agreement for convenience prior to the start of the Final Plans, and not after, by providing written notice to the other party.
- f. **Termination for Lack of Funds.** PennDOT may terminate this agreement if it does not receive the necessary state funds allocated for the Project. PennDOT shall provide Grantee written notice of the termination and state the effective date of the termination. PennDOT shall reimburse the Grantee for all eligible work performed under this agreement up to the date of termination. Grantee shall submit invoices for work completed prior to the termination date within 30 days after the termination date.
- g. **Termination for Cause.** PennDOT may terminate this agreement if the Grantee materially breaches this agreement and the breach is not cured within 15 days after written notice was provided to the Grantee. Termination will be effective at the end of the 15-day period unless the Grantee cures the breach (or, in the case of a breach incapable of cure within that period, the Grantee provides a written plan to cure the breach as soon as practicable, and begins execution of the plan). If this agreement is terminated for cause before the Project is completed, PennDOT, at its discretion, may reimburse the Grantee for any incurred costs. If requested, the Grantee shall reimburse PennDOT for costs incurred by PennDOT for the Project up to the date of termination of this agreement.
- h. **Abandonment or Postponement of Project.** If the Grantee abandons or indefinitely postpones the Project, the Grantee shall terminate this agreement by sending PennDOT a 30-day written notice of termination. If the Grantee terminates the agreement, the Grantee shall reimburse PennDOT for all costs incurred by PennDOT for the Project up until the date of termination. PennDOT may consider the Grantee's lack of activity on the Project or failure to pay its contractors or consultants as reason for it to terminate for cause under subsection (g).

i. **Accrued Rights and Obligations.** Each party shall remain liable for any obligation that has already accrued to the other party at the time of termination or that is attributable to a period before termination. Neither party shall preclude the other from pursuing rights and remedies it may have with respect to any breach of this agreement. Section 2 of Exhibit E (relating to indemnification) will survive the expiration or termination of this agreement for any reason.

5. **Grantee Design and Contract Development.**

a. **Grantee-Designed Project.** If the Project is designated as a Local Grant (Publication 9) or Local Grant (Publication 740) (as identified on the first page of this agreement), the Grantee, shall design the Project. The Grantees shall ensure that selection of consultants is in accordance with the identified publication – either PennDOT Publication 9 or PennDOT Publication 740. The Grantee shall perform or cause to be performed all work involved with contract development, including preparation of all PS&E and bid proposal documents required to bid the Project. Exhibit D, attached to this agreement, lists the documents that may be required for the bid proposal. The Grantee's work must conform with applicable federal and state laws and requirements including those outlined in section 16.

b. **Design Criteria.** The Grantee shall ensure that the design is in accordance with such standards, criteria, policies, and procedures as PennDOT may issue from time to time relating to projects funded by the Green Light-Go Program.

c. **Design Approval.** The Grantee shall secure all necessary approvals, permits, and licenses from all other governmental agencies, as may be required to complete the Project. This obligation includes, where necessary, preparing or revising environmental reports or other documents required by law, environmental litigation or both; and the defense of environmental litigation resulting from the planning, design, or construction of the Project. At PennDOT's request, the Grantee, prior to advertising and letting the Project, shall furnish PennDOT with

evidence of the approval and permits, licenses, and where necessary, approved environmental documents.

d. Method of Letting and Award. The Grantee, upon completion, shall submit all required bid documents to PennDOT for review and approval. PennDOT shall issue an authorization to advertise for bids, upon:

- i. Approval of a right-of-way certification (if applicable);
- ii. Approval of a Utility Clearance Assurance Statement (if applicable);
- iii. Completion of the PS&E review; and
- iv. Satisfactory resolution of any comments.

e. Addenda. PennDOT, prior to issuance to prospective bidders, shall review and approve any addenda to the approved bid documents.

f. Prequalification. The Grantee shall ensure that all bid documents require the contractor be prequalified by PennDOT pursuant to 67 Pa. Code Chapter 457, *Prequalification of Bidders*, and that the contractor use only PennDOT-certified materials.

g. Additional Insured. The Grantee shall ensure that all bid documents require that the prospective bidders name the Grantee as an additional insured on the certificate of insurance.

6. PennDOT Design and Contract Development Projects. If identified as a Local Grant (PennDOT Design) on the first page of this agreement, the following apply:

a. PennDOT Design. Preliminary engineering and final design must be performed by PennDOT employees, contractors, or consultants. PennDOT shall prepare all PS&E documents required to bid the Project. Grantee shall prepare bid proposal documents required to bid the Project.

b. Deduction of Design Costs. PennDOT shall deduct costs incurred by PennDOT for preliminary engineering and final design from the grant amount due to the

Grantee for reimbursement for construction and construction inspection. PennDOT shall deduct from the grant amount by sending the Grantee notification via a letter of adjustment. A sample letter of adjustment is attached as Exhibit C of this agreement. The letter of adjustment is not effective until duly authorized representatives of PennDOT, the Grantee, and the Office of Comptroller Operations sign and date the letter of adjustment. All municipal matching funds will be applied to construction and construction inspection costs.

7. **Construction Letting and Award.** The Grantee shall advertise for bids, open bids, and award the construction contract in its own name, in accordance with applicable federal and state law, PennDOT policies and requirements applicable to projects not administered in PennDOT's Engineering and Construction Management System. The Grantee shall execute the contract and issue the notice to proceed.
8. **Construction Inspection.**
 - a. **Inspection Responsibilities.** The Grantee shall provide staff to inspect and supervise adequately all construction work in accordance with the approved plans and specifications, including, but not limited to, the most current version as of the Effective Date of PennDOT Publication 408, *Specifications*, and its amendments and supplements. The Grantee shall provide the proper supervision and construction inspection to ensure that all work is in accordance with Publication 9. PennDOT, based on requirements of Publication 740, shall determine the level of inspection and the number of inspectors required for each project, as well as the qualifications required for the Grantee's inspectors. PennDOT shall oversee the Project but shall not provide these inspection services.
 - b. **PennDOT's Right to Inspection.** In addition to the inspection services that the Grantee shall provide pursuant to subsection (a) above, PennDOT, another agency of the Commonwealth, or both, or a person designated or authorized by PennDOT may conduct, without notice, inspections and testing related to the Project.
9. **Utility, Right-of-Way, and PUC Matters.**

- a. If the Project involves utility relocation, right-of-way acquisition, or application to the PUC, the Grantee shall proceed in accordance with the standards and criteria contained in Publication 740 and any PennDOT policies, publications, manuals, or other documents applicable to these matters.
- b. The Grantee shall identify all stormwater management facilities within the Project's area of limits and shall restore any stormwater management facility disturbed by the permitted work to its original condition.

10. Availability of Municipal Funds.

- a. **Availability of Grantee's Funds.** The Grantee represents and warrants that it has on hand, or shall obtain over the life of the Project, sufficient funds to meet all of its obligations under the terms of this agreement. Further, the Grantee shall provide all funds needed to pay any costs incurred in excess of those costs eligible for state assistance. The Grantee is solely responsible for 100% of this portion of the total Project costs. The Grantee may use any combination of funds from its own budget, outside sources, or both, whether public or private, except for transportation improvement program funds.
- b. **Liquid Fuels Tax Fund Account.** The Grantee may use moneys from its Liquid Fuels Tax Fund Account for payments to Project Subcontractors prior to seeking reimbursement from PennDOT, subject to the following conditions:
 - i. The activity or item will be otherwise eligible as a Liquid Fuels Tax Fund expenditure, in accordance with the relevant statutes governing allocation to and expenditures from the Liquid Fuels Tax Fund Account; 67 Pa. Code Chapter 449, relating to Liquid Fuels Tax Funds; and Publication 9; and
 - ii. Following reimbursement by PennDOT, the Grantee shall promptly repay its Liquid Fuels Tax Fund account in an amount equal to the amount of Liquid Fuels Tax Fund moneys expended and shall provide PennDOT with documentation evidencing the repayment.

11. Payment Procedures and Responsibilities.

- a. Payment.** Subject to the terms set forth in this agreement, PennDOT, from funds allocated by the General Assembly for the Green Light-Go Program, shall make payment to the Grantee for the allowable costs of the Project, subject to the reimbursement amount and municipal match indicated in section 2.
- b. Payment Requests.** The Grantee shall submit to PennDOT payment requests for the following items:

 - i. Allowable costs for work performed by the Grantee's forces on the Project;
 - ii. Work performed on the Project by the Grantee's contractors or consultants;
 - iii. Materials, supplies and equipment provided for the Project by vendors; and
 - iv. Allowable costs incurred in the acquisition of right-of-way, utility relocations or both, if the Project involves these activities and the Green Light-Go Program funding assistance is being made available for them.
- c. Invoice Documentation.** Payment requests are limited to one request per month. The Grantee shall submit itemized invoices and include actual costs documentation, consisting of approved contract estimates of work-in-place, approved invoices or other evidence of incurred costs, satisfactory to PennDOT. The Grantee shall submit payment requests using the forms, systems, and procedures identified on PennDOT's Traffic Signal Portal.
- d. Project Subcontractors Invoices.** The Grantee shall submit to PennDOT invoices from its Project Subcontractors as it receives them, in accordance with the submission schedule set forth above, to assure prompt payment of the Project Subcontractors for work performed and materials supplied to date. The Grantee shall, within ten calendar days of receipt of funds from PennDOT, make payments to Project Subcontractors for services and materials properly invoiced under the Project. The Grantee shall provide to PennDOT, within 30 calendar days of receipt of award fund, by way of supporting documentation, verification of payment of

Project Subcontractors by means of a copy of the cancelled check or a certified letter from Project Subcontractors acknowledging payment.

- e. **In-Kind Services.** If the Project involves the Grantee's use of in-kind services, the Grantee shall document and submit all in-kind services using PennDOT's In-Kind Contributions Documentation Form, which is available upon request. The value of in-kind services, subject to PennDOT's review and approval, may be included in the calculation of the total actual cost of the Project.
- f. **PennDOT's Share of Project Costs.** Following review and approval of the payment request, PennDOT shall pay the Grantee for PennDOT's share of allowable Project costs.
- g. **Grantee's Share of Project Costs.** The Grantee shall pay PennDOT's share and the Grantee's share of these costs to its Project Subcontractors within ten calendar days from receipt of PennDOT's payment, but the final ten percent of the total payment may not be paid by the Grantee until final inspection and approval of the Project. The Grantee, as part of its record-keeping obligation, shall maintain records of receipt and payment of such funds. The Grantee's failure to comply with this subsection or the requirements of section 10, will constitute a default. If the Grantee is a political subdivision, PennDOT may invoke section 12(a)(iii) below, relating to withholding of Liquid Fuels Funds.
- h. **Excess Costs.** The Grantee shall pay all costs not paid for or reimbursed by PennDOT with Green Light-Go Program funds, including, but not limited to the following:
 - i. Any costs relating to or resulting from changes made to the approved plans or specifications;
 - ii. Time delays and extensions of time or termination of construction work;
 - iii. Interest for late payments;
 - iv. Interest incurred by borrowing money;

- v. Unforeseen right-of-way and other property damages and costs resulting from the acquisition or condemnation, or both, of lands for the Project or the construction of the improvements;
- vi. Unforeseen utility relocation costs;
- vii. Unforeseen costs for environmental litigation and reports; and
- viii. All other unforeseen costs and expenses not included in the estimates of preliminary engineering, final design, utility relocation, right-of-way acquisition and construction costs, but which are directly related to or caused by the planning, design, or construction of the Project.

This provision does not preclude the Grantee from modifying the scope of the Project, with the approval of PennDOT, in the event that the costs exceed the available funds.

- i. **Additional or Extra Work.** PennDOT shall not reimburse the Grantee for additional or extra work done or materials furnished if not specifically provided for in the approved plans and specifications, unless PennDOT has issued prior written approval of the additional or extra work or materials. If the Grantee performs any work or furnishes any materials without PennDOT's prior written approval, the Grantee does so at its own risk and expense. The Grantee may not interpret PennDOT's approval as authority to increase the maximum amount of state assistance in section 2(a) above.
- j. **Final Invoice.** The Grantee shall submit its final invoices for reimbursement, of the items set forth in subsection (b) above to PennDOT by the deadline established under section 3(b)(iii), unless extended by letter at PennDOT's discretion before the Agreement Expiration Date. If the Grantee fails to submit its final invoices within the deadlines set forth in section 3, it forfeits the right to all remaining state financial participation in the Project. After payment of the final invoice submitted for reimbursement, PennDOT shall liquidate any remaining grant funds, and the Grantee may not request additional reimbursement.

k. PennDOT Right to Validate Disbursement of Funds. Prior to the disbursement of funds, PennDOT may conduct inspections, testing, review, or audit records of accounts to validate, to PennDOT's satisfaction, that the disbursement of funds is warranted.

12. Liability, Forfeiture of Funds, and Repayment.

a. If the Grantee fails to comply with the terms and conditions of this agreement, the following conditions apply:

- i.** The Grantee shall immediately reimburse PennDOT the amount demanded by PennDOT, up to the total amount of the award.
- ii.** PennDOT may, at its discretion, disqualify the Grantee from future consideration for funds issued under the Green Light-Go Program.
- iii.** If the Grantee is a political subdivision and if it fails to perform any of the terms, conditions, or provisions of this agreement, including, any default of payment for a period of 30 days, PennDOT may withhold so much of the Grantee's Liquid Fuels Tax Fund allocation as may be necessary to complete the Project or reimburse PennDOT in full for all costs due under this agreement.

b. The Grantee aggrieved by a decision of PennDOT may take an appeal under 2 Pa. C.S. §§ 501—508 and 701—704 (relating to Administrative Agency Law) and 1 Pa. Code Part II (relating to General Rules of Administrative Practice and Procedure).

13. Maintenance and Operation Requirements.

a. Grantee's Responsibilities. The Grantee shall operate and maintain all traffic signal improvements installed under the Project, pursuant to a separate traffic signal maintenance agreement between PennDOT and the Grantee and a traffic signal permit issued by PennDOT to the Grantee.

b. No Exemption from Compliance. The existence of functioning maintenance and operation services does not exempt the Grantee from complying with the

provisions of the Vehicle Code (75 Pa. C.S. § 101 *et seq.*), as amended, pertaining to traffic control devices, or with application provisions of the State Highway Law (36 P.S. § 670-101 *et seq.*), as amended.

- c. **Enforcement of Statutes, Regulations or Ordinances.** Each party shall administer, enforce, and maintain any statutes, regulations or ordinances within its jurisdiction necessary for the operation of the improvements, including parking regulations and traffic controls as necessary. The enforcement obligations relating to the regulations are governed by the statutes of the Commonwealth of Pennsylvania, and more particularly by those statutes relating to municipalities; the Vehicle Code, as amended; and the State Highway Law, as amended, as well as those ordinances, rules, and regulations issued by appropriate governmental agencies in implementation of these statutes.
- d. **Failure to Maintain.** PennDOT may disqualify the Grantee from future state participation on Grantee-maintained projects if the Grantee fails to:
 - i. Provide for the proper maintenance and operation of the completed improvements; or
 - ii. Maintain and enforce compliance with any statutes, regulations, or ordinances under its jurisdiction necessary for the operation of the improvements.
- e. **Withholding State Funds.** PennDOT shall withhold state funds until one or both of the following, as applicable, have taken place:
 - i. The Grantee has corrected the maintenance and operation services to a condition of maintenance and operation satisfactory to PennDOT.
 - ii. The Grantee has brought the traffic operations on the improvements, including enforcement of statutes, regulations, or ordinances, up to a level satisfactory to PennDOT.
- f. **Reimbursement from Railroad or Other Party.** This agreement is without prejudice to the right of the Grantee to receive reimbursement for maintenance

costs from any railroad or party other than PennDOT, if ordered by the PUC, where a rail-highway crossing bridge is under the jurisdiction of the PUC.

14. Audits and Recordkeeping. The Grantee shall maintain full and complete records of receipts and disbursements of Project funds for three years from the date of final payment of grant funds under this agreement to the Grantee for inspection and audit.

a. Audits.

- i. The Grantee shall keep records as PennDOT may prescribe, including records that facilitate an effective audit and fully disclose:
 1. The amount and disposition by the Grantee of the award proceeds;
 2. The total cost of the plan or program in connection for which the award is given or used;
 3. The amount and nature of that portion of the cost of the plan or program supplied by other sources; and
 4. Time records for personnel performing any work must account for direct labor performed on the Project as well as the time of any personnel included in the computation of overhead costs. In addition, the Grantee shall keep, and shall require its contractors, to keep, a complete record of time for personnel assigned part-time to the Project. A record of time limited to only their work on this Project is not acceptable.
- ii. PennDOT may access books, documents, papers, and records of the Grantee pertinent to an award issued under this chapter for the purpose of audit and examination. This includes progress audits during the project.
- iii. The Grantee shall establish and maintain an adequate accounting record for the Project which will allow PennDOT to determine the legitimacy of costs incurred for the Project.

- iv. The Grantee shall maintain effective control over and accountability for all funds, property, and other assets. The Grantee shall adequately safeguard assets and ensure that assets are used solely for authorized purposes.
- v. The Grantee shall establish procedures to minimize the time elapsing between the transfer of funds from PennDOT and the distribution by the Grantee whenever funds are advanced by PennDOT.
- vi. The Grantee shall include a clause in any contract related to the award that allows PennDOT access to the Grantee's contractor's records for purposes of accounting and audit.

b. Retention of Records.

- i. The Grantee shall retain for three years after the date of PennDOT's final payment of grant funds documentary evidence such as invoices, cost estimates, negotiation documents, and evidence for payment regarding any items of project cost. These documents include the following:
 1. Monthly status updates;
 2. Vendor's invoices;
 3. Applicable purchase orders;
 4. Plans;
 5. Inspection reports;
 6. Final inspection report showing acceptance for the Project;
 7. A record of disposition or correction of unsatisfactory work;
 8. Vouchers;
 9. Cancelled checks or warrants; and
 10. Receipts for cash payments.
- ii. If audit findings have not been resolved, the Grantee shall retain records until the findings have been resolved.

15. Reporting Requirements. The Grantee shall comply with the reporting requirements contained in Publication 191 for the life of the equipment installed by the Project. At the completion of the Project, the Grantee shall update PennDOT's Traffic Signal Asset

Management System to indicate the Project work was completed in accordance with this agreement.

16. **Relevant Qualifications or Skills.** The Grantee shall ensure personnel performing work for the Project are qualified to perform the tasks indicated. The Grantee shall abide by all guidance provided in Publication 191 related to minimum requirements for each staff personnel.
17. **Compliance with Legislation, Regulations, and Policies.** The Grantee shall comply with all laws, regulations, and applicable policies when undertaking the Project, including the following:
 - a. **Federal Statutes and Regulations.** The Manual on Uniform Traffic Control Devices, approved by the Federal Highway Administrator as the National Standard in accordance with Title 23 U.S. Code, Sections 109(d), 114(a), 217, 315, and 402(a), 23 CFR 655, and 49 CFR 1.48(b)(8), 1.48(b)(33), and 1.48(c)(2);
 - b. **Pennsylvania Statutes and Regulations.** The Pennsylvania Vehicle Code (75 Pa. C.S. §§3111 – 3115 and §§6101 – 6129), PennDOT Regulations (67 Pa. Code §§205 and 212), and the Pennsylvania Prevailing Wage Act (43 P. S. §§ 165.1 – 165.17);
 - c. **Steel Products.** Steel products used in the Project must comply with the Steel Products Procurement Act (73 P. S. §§ 1881 – 1887); and
 - d. **PennDOT Policy.** The Grantee shall comply with the following PennDOT Publications, Forms, and Letters, current as of the Effective Date:
 - i. PennDOT Publication 13M (Design Manual 2: Highway Design);
 - ii. PennDOT Publication 35 (Bulletin 15 - Approved Construction Materials);
 - iii. PennDOT Publication 46 (Traffic Engineering Manual);
 - iv. PennDOT Publication 72M (Roadway Construction Standards);
 - v. PennDOT Publication 111 (Traffic Control Pavement marking and Signing Standards);
 - vi. PennDOT Publication 148 (Traffic Standards [TC-8800 Series] Signals);
 - vii. PennDOT Publication 149 (Traffic Signal Design Handbook);
 - viii. PennDOT Publication 191 (Traffic Signal Maintenance Manual);

- ix. PennDOT Publication 213 (Temporary Traffic Control Guidelines);
- x. PennDOT Publication 236 (Handbook of Approved Signs);
- xi. PennDOT Publication 408 (Highway Specifications);
- xii. PennDOT Publication 669 (Traffic Signal Inspection Pocket Guide);
- xiii. PennDOT Traffic Engineering Forms; and
- xiv. All active PennDOT Strike-Off Letters.

18. Diverse Business Participation for Non-Federal-Funded Projects. For local transportation organizations (as defined pursuant to 74 Pa. C.S. § 303(b)), which includes municipalities functioning as transit providers, the Grantee shall comply with Section 303 of Title 74 of Pennsylvania Statutes, 74 Pa. C.S. § 303 (diverse business participation).

19. No Attachment by Creditors; No Cause of Action. The benefits of this agreement may not inure to a third party. No portion of PennDOT's commitment to make the grant are subject to attachment or levy by a creditor of the Grantee or by a contractor, subcontractor, materialman, or supplier, or a creditor of a contractor, subcontractor, materialman, or supplier. Notwithstanding anything contained in a document executed in connection with this transaction, or conduct or course of conduct by the parties, before or after signing this agreement, this agreement may not be construed to create rights, claims, or causes of action against the Commonwealth, or its agencies, officers, agents, or employee, in favor of a contractor, subcontractor, supplier of labor or materials, or their respective creditors, or a person or entity other than as specifically provided in this agreement.

20. Required Commonwealth Provisions.

- a. The Grantee shall provide in its contracts for the Project that designs, plans, specifications, estimates of cost, construction, utility relocation work, right-of-way acquisition procedures, acceptance of the work and procedures in general, must conform to applicable laws, rules, regulations, orders, and approvals, including specifically the procedures and requirements relating to labor standards, equal employment opportunity, non-discrimination, antisolicitation, information and reporting provisions.

b. The Grantee shall comply with the Commonwealth Standard Terms and Conditions (Grant Version), attached as Exhibit E.

21. **Fully Executed Amendment.** All changes to terms and conditions of this agreement, with the exception of letters of adjustment under section 4(c), must be in the form of a fully executed amendment signed by the parties with the same formality as this agreement.

22. **Severability.** The provisions of this agreement are severable. If any phrase, clause, sentence, or provision of this agreement is declared to be contrary to the Constitution of Pennsylvania or of the United States or of the laws of the Commonwealth and its applicability to any government, agency, person, or circumstance is held invalid, the validity of the remainder of this agreement and its applicability to any government, agency, person, or circumstance will not be affected.

23. **No Waiver.** Either party may elect not to enforce its rights and remedies under this agreement in the event of a breach by other parties of any term or condition of this agreement. In any event, the failure by either party to enforce its rights and remedies under this agreement may not be construed as a waiver of any subsequent breach of the same or any other term or condition of this agreement.

24. **Independence of the Parties.** Nothing contained in this agreement is intended or may be construed to, in any respect, create or establish the relationship of partners between the Grantee and PennDOT, or as constituting PennDOT as the representative or general agent of the Grantee.

25. **Assignment.** This agreement may not be assigned, either in whole or in part, without PennDOT's written consent.

26. **Third-Party Beneficiary Rights.** This agreement does not create or confer any rights in or on persons or entities not a party to this agreement.

27. **Notice.** All notices and reports required under this agreement must be in writing and given to the parties by regular mail, e-mail, or delivery in person:

If to PennDOT:

Steve Gault
Chief, TSMO Arterials and Planning Section
Bureau of Operations, Department of Transportation
400 North Street
Harrisburg, PA 17120- 0065
GLG@pa.gov

If to the Grantee:

Andrea Coaxum
Borough Manager
620 W. Chestnut St
PerkasiePA18944
manager@perkasieborough.org

Either party may update this contact information without the need for formal amendment by providing the other party notice.

28. **Force Majeure.** Neither party will be liable for failure to perform under this agreement if a failure to perform arises out of causes beyond the control and without the fault or negligence of the nonperforming party. Causes may include acts of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. This provision will become effective only if the party failing to perform immediately notifies the other party of the extent and nature of the problem, limits delay in performance to that required by the event, and takes appropriate steps to minimize delays. This provision will not be effective unless the failure to perform is beyond the control and without the fault or negligence of the nonperforming party.

29. **Integration and Merger.** The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. 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.

30. **Counterparts.** The parties may execute this agreement in counterparts, each of which is deemed an original and has the full force and effect as an original, but all of which constitute one and the same instrument.
31. **Electronic Signatures.** The parties may sign this agreement electronically in accordance with the Electronic Transactions Act, 73 P.S. §2260.301, *et seq.*

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

The parties, through their authorized representatives, have signed this agreement below.

Grantee

Signature Affixed Electronically – see last page
BY _____
Title: _____ DATE _____

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF TRANSPORTATION

Signature Affixed Electronically – see last page
BY _____
for Deputy Secretary of _____ DATE _____
Transportation

APPROVED AS TO LEGALITY
AND FORM

Signature Affixed Electronically – see last page

Office of Chief Counsel Date

Signature Affixed Electronically – see last page

18-FA-94
Office of General Counsel Date
Date

Comptroller Operations

18-FA-94
Office of Attorney General Date

Approved by OAG 10/28/25

SCOPE OF WORK

This signal modernization project will include a new controller assembly, mast arms with LED signal indications, ADA-compliant pedestrian crossings with push buttons and pedestrian countdown timers, video/radar detection, battery backup system and emergency preemption. The project represents a critical infrastructure improvement, necessary to create long-term benefits; enhance vehicular and pedestrian safety, reduce congestion, and support the growing needs of our community.

PROJECT LOCATION

TSAMS Signal ID	TSAMS Detail
5457	Major Street: South Ridge Road (SR 0563); Minor Street: Park Avenue (SR 4052)

PROJECT ESTIMATED COSTS

	<u>Grant Amount</u>	<u>Grantee Match</u>	<u>Total</u>
Total Project Estimate	\$ <u>425,240.00</u>	\$ <u>106,310.00</u>	\$ <u>531,550.00</u>

Grantee Match % 20

COUNTY: Bucks

GRANTEE: Perkasie Borough

PROJECT TITLE: S. Ridge Rd/W. Park Ave Signal Modernization

Project Agreement. No.: C920003985

LETTER OF ADJUSTMENT

Click or tap here to enter text.
Click or tap here to enter text.

PA Click or tap here to enter text.

Re: Click or tap here to enter text.
Click or tap here to enter text.

Dear Grantee(s):

Per the terms of the subject agreement, PennDOT is willing to amend the terms by taking one or both of the following actions:

- extending the Project Deadlines for Completion of Construction to [INSERT RESPONSE DATE], Submission of Final Invoice to PennDOT to [INSERT RESPONSE DATE], and Agreement Expiration Date to [INSERT RESPONSE DATE];
- deducting from the grant amount the PennDOT incurred costs for preliminary engineering and final design as shown in the attached Exhibit “ ”.

We are requesting your concurrence as to the adjustment of the above-referenced agreement. If you agree to the adjustment, please execute this letter.

Your response is required no later than [INSERT RESPONSE DEADLINE].

All terms and conditions about the agreement and its amendments (if any) not affected by this Letter of Adjustment remain in full force and effect.

This Letter of Adjustment is not effective until all required signatures are affixed to the e-signature page which will be attached below.

Sincerely,

Click or tap here to enter text., Click or tap here to enter text.

Highway Safety & Traffic Operations Division
Bureau of Operations

On behalf of the above-named Grantee, I agree to the adjustment of the above-referenced agreement. I agree to all terms and conditions included in the subject agreement and all previous amendments, if any.

Signature: [Signature Affixed Electronically - see last page]
Title _____ Date _____

DO NOT WRITE BELOW THIS LINE--FOR COMMONWEALTH USE ONLY

BY [Signature Affixed Electronically - see last page]
for Comptroller Operations Date

PLANS, SPECIFICATIONS, ESTIMATES AND BID PROPOSAL PACKAGE

A. Plans and Estimates

All Original Plan Sheets
Engineer's Pre-Bid Construction Cost Estimate

B. Bid Proposal and Specifications (to prospective bidders)

Standard Proposal/Contract Documents

Proposal Cover Sheet
Bidder's Understanding of Conditions Applicable to Proposal
Bid Proposal Guaranty Bond
Bidder Certification of Prequalification, Classification and Work Capacity
List of Subcontractors
Signatures (Three (3) Pages)

Special Provisions

Pre-Bid Conference (if any)
Award of Contract
Anticipated Notice to Proceed Date
Sworn Affidavit
Act 287
Act 247
Air Pollution Control
Utilities
Specifications
General Contract Conditions

Attachments to Bid Proposal and Specifications

Pre-bid Construction Schedule
Notice
Prevailing Minimum Wage
Special Supplement—Anti-Pollution Measures
Commonwealth Nondiscrimination/Sexual Harassment Clause

Commonwealth Standard Terms and Conditions

Grant Version

(Revised - 10/1/2023)

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. **Grantee 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 Grantee'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 agreement 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 agreement 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 Grantee 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 Grantee, and the Grantee 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 agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, 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 agreement 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 agreement.
- 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 Grantee 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. **Grantor 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 agreement.

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.

Borough of Perkasie

Calendar Year 2025



Wholesale Power Cost Summary

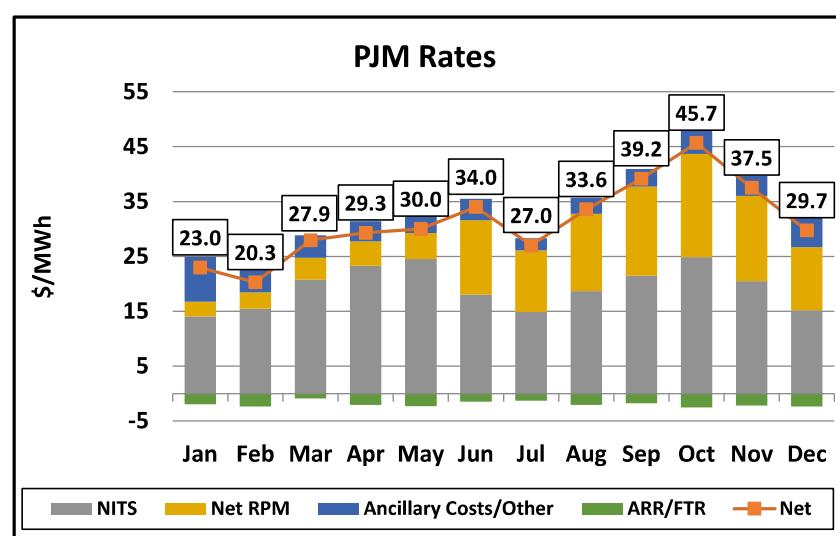
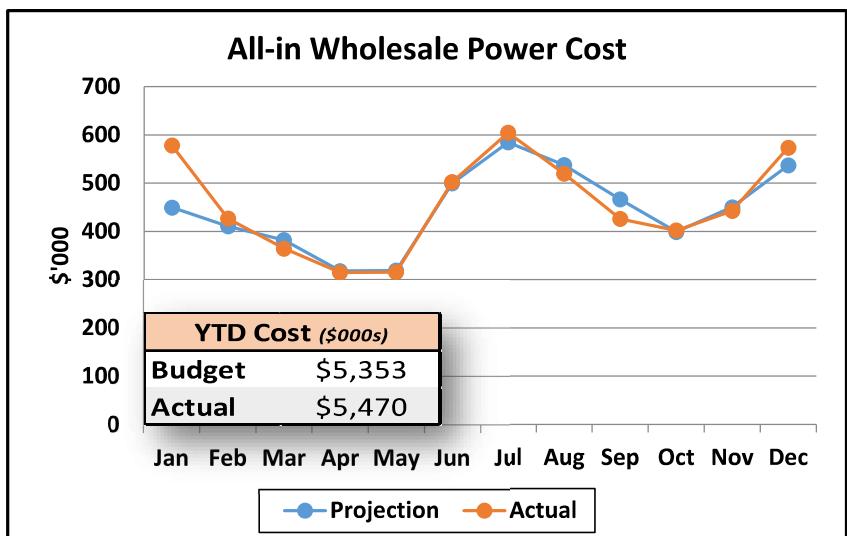
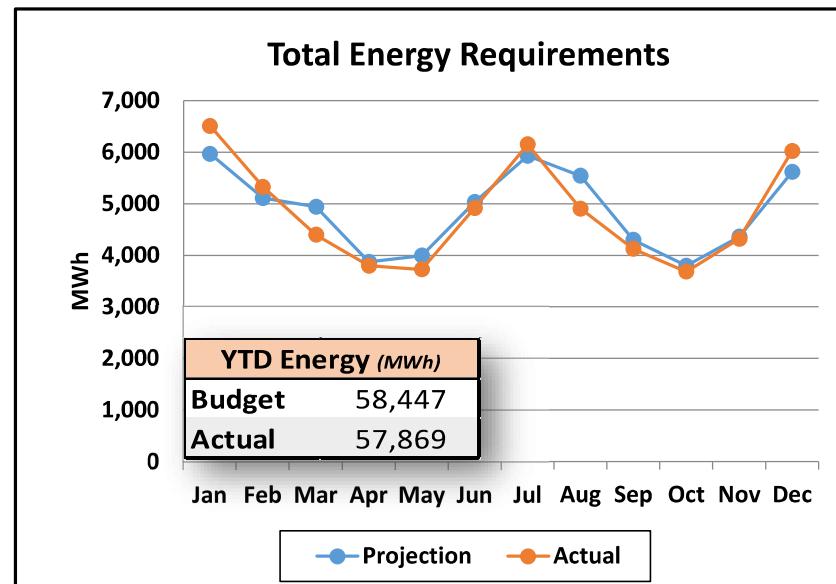
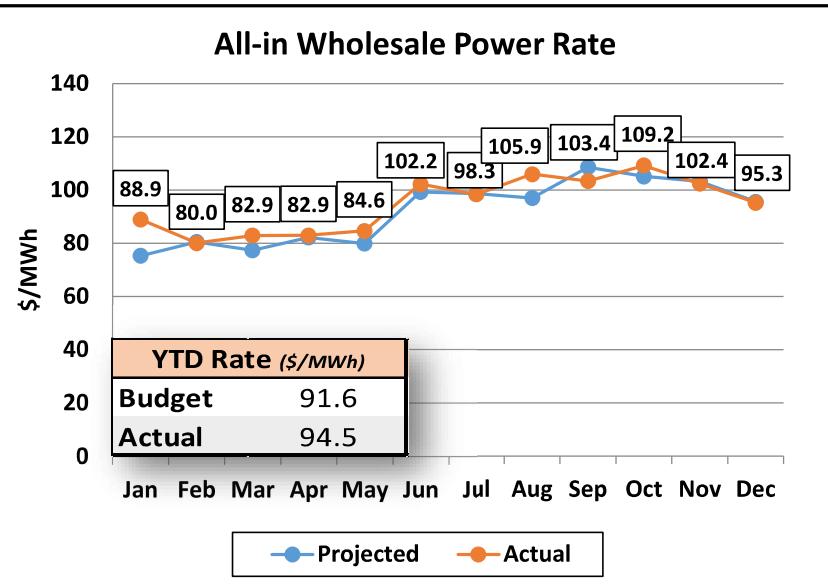
December 2025



Borough of Perkasie



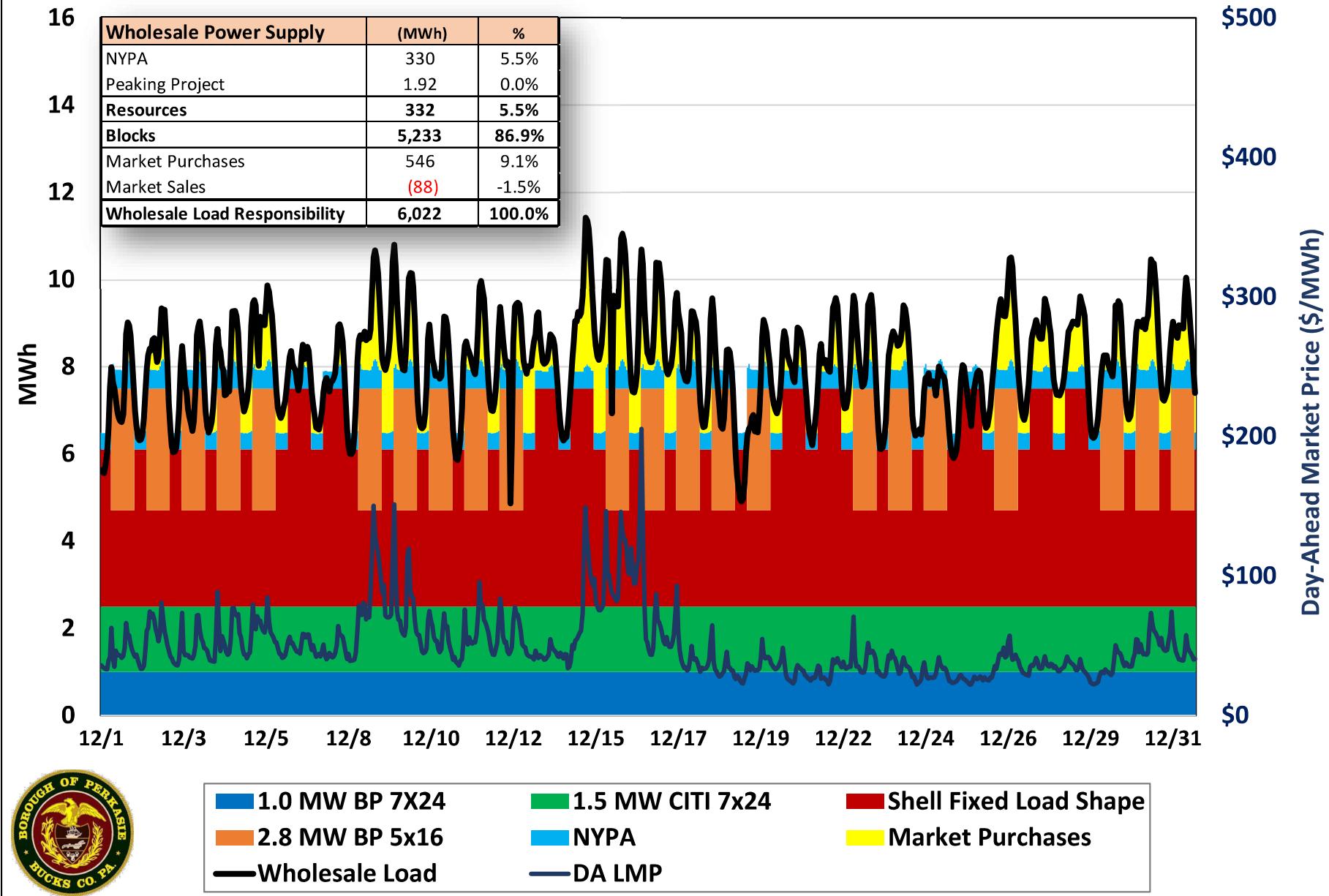
2025 Year to Date Wholesale Power Summary



1/ Excludes PJM Market Interaction Costs

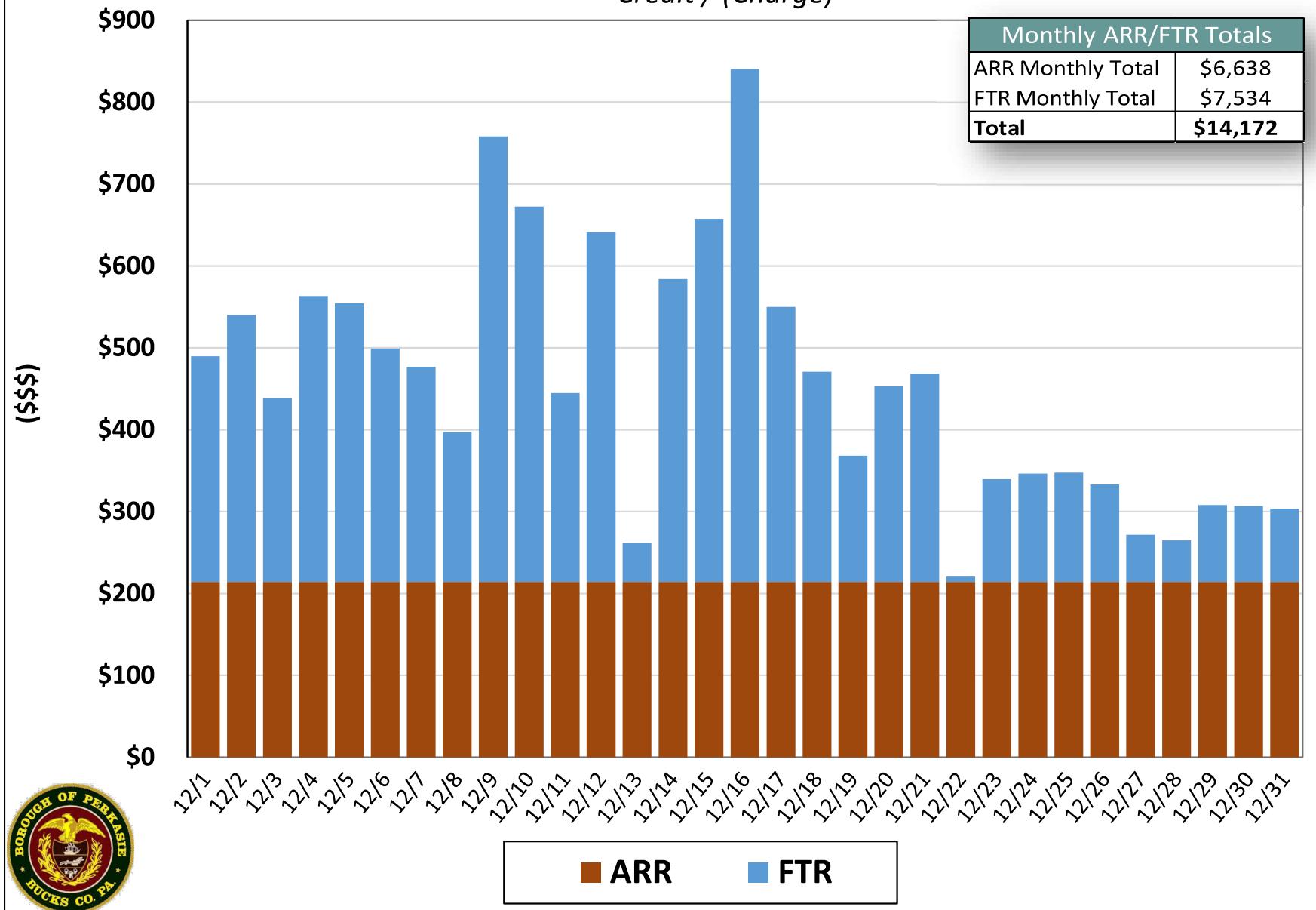
2/ Net RPM is capacity load costs less capacity generation credits

Hourly Perkasie Load Wholesale Power Supply



ARR/FTR Settlements

Credit / (Charge)



Borough of Perkasie



2025 Year to Date Summary

All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
		(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	
Jan-25	\$170.61	\$162.54	\$47.74	\$51.66	\$67.22	\$112.54	\$41.30	\$26.13	\$54.65	\$64.44	\$19.14	\$22.96	\$1.53	\$1.46	\$75.33	\$88.86	13.53
Feb-25	\$193.15	\$156.21	\$47.52	\$50.35	\$64.65	\$63.15	\$31.79	\$26.77	\$56.78	\$58.36	\$22.07	\$20.26	\$1.56	\$1.43	\$80.40	\$80.05	(0.35)
Mar-25	\$178.21	\$129.58	\$44.70	\$44.72	\$50.09	\$51.60	\$29.86	\$31.17	\$52.99	\$53.32	\$22.75	\$27.94	\$1.56	\$1.62	\$77.30	\$82.88	5.59
Apr-25	\$184.00	\$181.78	\$41.47	\$40.70	\$43.37	\$50.30	\$26.72	\$27.25	\$51.99	\$51.97	\$28.54	\$29.29	\$1.61	\$1.69	\$82.14	\$82.95	0.81
May-25	\$181.38	\$166.93	\$39.83	\$40.59	\$48.02	\$43.97	\$24.55	\$25.38	\$50.55	\$52.54	\$27.73	\$30.01	\$1.60	\$2.10	\$79.88	\$84.65	4.76
Jun-25	\$286.74	\$309.02	\$44.57	\$46.67	\$54.90	\$36.08	\$27.32	\$20.54	\$62.56	\$66.70	\$35.13	\$34.00	\$1.57	\$1.52	\$99.25	\$102.23	2.97
Jul-25	\$282.61	\$285.18	\$49.16	\$50.26	\$98.36	\$96.76	\$32.25	\$33.61	\$66.99	\$69.94	\$30.08	\$27.03	\$1.54	\$1.35	\$98.61	\$98.32	(0.29)
Aug-25	\$276.98	\$285.65	\$47.09	\$50.70	\$65.93	\$66.43	\$38.76	\$23.26	\$63.39	\$70.84	\$32.07	\$33.59	\$1.55	\$1.51	\$97.01	\$105.95	8.94
Sep-25	\$353.16	\$347.07	\$46.41	\$43.62	\$56.72	\$38.31	\$32.17	\$19.46	\$66.13	\$62.30	\$40.82	\$39.18	\$1.59	\$1.87	\$108.55	\$103.35	(5.20)
Oct-25	\$307.95	\$271.30	\$36.32	\$40.89	\$57.36	\$49.04	\$28.56	\$29.63	\$57.52	\$60.88	\$45.98	\$45.67	\$1.61	\$2.62	\$105.12	\$109.18	4.06
Nov-25	\$318.90	\$288.96	\$42.78	\$46.34	\$56.50	\$46.00	\$29.73	\$35.21	\$61.41	\$63.03	\$40.27	\$37.51	\$1.58	\$1.84	\$103.26	\$102.38	(0.88)
Dec-25	\$306.79	\$235.32	\$48.53	\$52.58	\$58.23	\$66.40	\$33.51	\$38.24	\$62.41	\$64.11	\$31.67	\$29.73	\$1.54	\$1.42	\$95.61	\$95.26	(0.35)
YTD	\$273.44	\$245.92	\$45.24	\$47.29	\$61.14	\$67.37	\$32.76	\$26.91	\$59.28	\$62.25	\$30.74	\$30.62	\$0.02	\$1.65	\$91.59	\$94.52	\$2.94

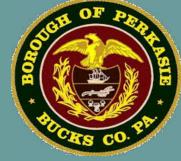
1/ Resource, Purchased Blocks and Market Purchase/Sales include applicable Congestion and Losses costs. Each of these categories are weighted by their applicable energy amounts.

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasie



2025 Year to Date Summary

Energy Supply Summary (MWh)

	NYPA			Market Purchases		Market Sales	
	Projected	Actual	Capacity Factor ¹	Projected	Actual	Projected	Actual
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)
Jan-25	276	343	82%	294	639	(243)	(139)
Feb-25	250	297	79%	435	541	(218)	(157)
Mar-25	277	339	81%	288	115	(163)	(591)
Apr-25	267	267	66%	210	207	(149)	(228)
May-25	277	317	76%	255	107	(100)	(260)
Jun-25	246	286	71%	472	551	(187)	(492)
Jul-25	247	295	71%	374	448	(419)	(402)
Aug-25	254	282	68%	275	187	(529)	(1,076)
Sep-25	240	238	59%	551	251	(373)	(246)
Oct-25	277	303	73%	192	123	(165)	(241)
Nov-25	268	282	70%	263	204	(284)	(299)
Dec-25	276	330	79%	331	546	(225)	(88)
YTD	3,155	3,577	73%	3,939	3,919	(3,057)	(4,218)

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

Borough of Perkasie



2025 Year to Date Summary

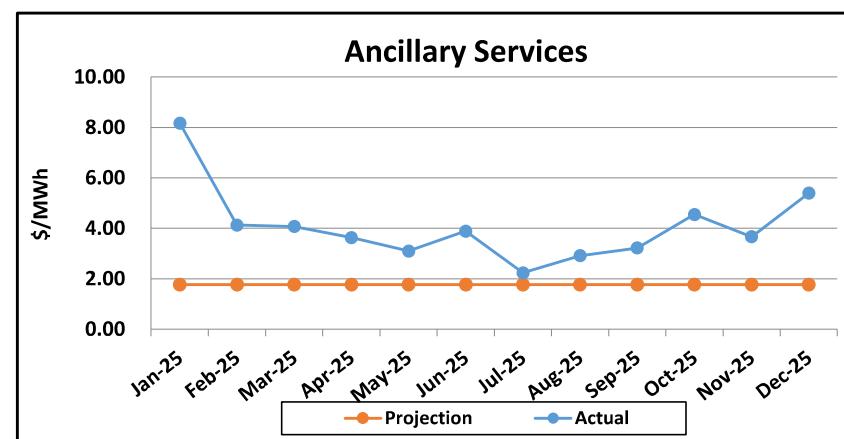
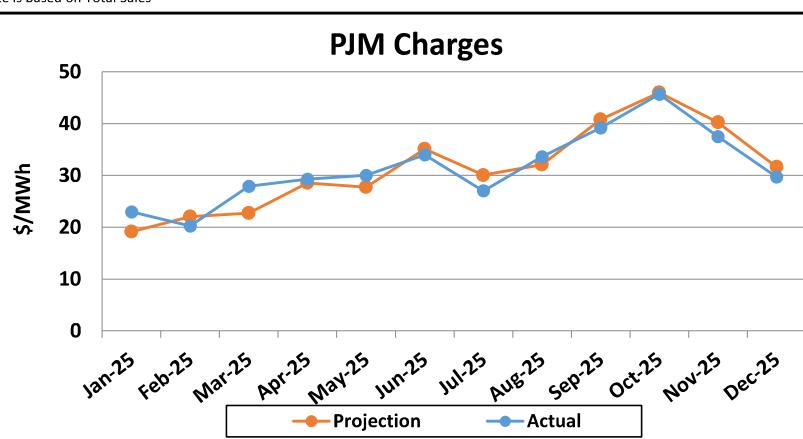
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)	
Jan-25	87	91	17	18	-	(13)	11	53	114	149	\$19.14	\$22.96	\$3.81
Feb-25	87	82	17	16	-	(12)	9	22	113	108	\$22.07	\$20.26	(\$1.81)
Mar-25	87	91	17	18	-	(4)	9	18	112	123	\$22.75	\$27.94	\$5.19
Apr-25	87	88	17	17	-	(8)	7	14	111	111	\$28.54	\$29.29	\$0.75
May-25	87	91	17	18	-	(9)	7	12	111	112	\$27.73	\$30.01	\$2.27
Jun-25	87	89	81	67	-	(7)	9	19	177	167	\$35.13	\$34.00	(\$1.12)
Jul-25	87	91	81	69	-	(8)	10	14	178	166	\$30.08	\$27.03	(\$3.05)
Aug-25	87	91	81	69	-	(10)	10	14	178	165	\$32.07	\$33.59	\$1.52
Sep-25	87	89	81	67	-	(7)	8	13	175	161	\$40.82	\$39.18	(\$1.64)
Oct-25	87	91	81	69	-	(9)	7	17	175	168	\$45.98	\$45.67	(\$0.31)
Nov-25	87	89	81	67	-	(9)	8	16	176	162	\$40.27	\$37.51	(\$2.76)
Dec-25	87	91	81	69	-	(14)	10	32	178	179	\$31.67	\$29.73	(\$1.94)
YTD	1,046	1,076	648	563	0	(111)	103	244	1,797	1,772	30.74	30.62	(0.12)

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

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

3/ The Rate is based on Total Sales



Borough of Perkasie



December 2025

	Projected			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Invoice Summary¹									
1. AMP	5,615	\$61.86	\$347,318	6,022	\$60.07	\$361,784	407.82	(\$1.79)	\$14,466
(a) NYPA	276	\$24.63	\$6,802	330	(\$0.00)	(\$2)	53.68	(\$24.63)	(\$6,803)
(b) PA Peaking Project	0	\$0.00	\$77,922	1.9	-	\$78,070	1.92	-	\$149
(c) Purchased Blocks	5,233	\$48.53	\$253,960	5,233	\$52.58	\$275,153	0.00	\$4.05	\$21,193
(d) Miscellaneous Costs ²	5,615	\$1.54	\$8,635	6,022	\$1.42	\$8,562	407.82	(\$0.12)	(\$73)
2. PJM	5,615	\$33.75	\$189,506	6,022	\$35.18	\$211,898	407.82	\$1.43	\$22,391
(a) Market Purchases	331	\$58.23	\$19,258	546	\$66.40	\$36,226	214.86	\$8.17	\$16,967
(b) Market Sales	(225)	\$33.51	(\$7,542)	(88)	\$38.24	(\$3,353)	137.36	\$4.73	\$4,188
(c) Charges/(Credits) ³	5,615	\$31.67	\$177,790	6,022	\$29.73	\$179,025	407.82	(\$1.94)	\$1,236
3. Total Wholesale Power Costs⁴:	5,615	\$95.61	\$536,824	6,022	\$95.26	\$573,682	408	(\$0.35)	\$36,857

1/ Resource, Purchased Blocks and Market Purchase/Sales includes Congestion and Losses costs.

2/ Miscellaneous Costs incl. AMP Service Fees

3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource

4/Based on Total Sales

Borough of Perkasie



December 2025

	Projection			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
AMP									
Resources									
1. NYPA									
2. Fixed Charge	0.6	\$4.13	\$2,309	0.6	\$4.05	\$2,267	0	(0.08)	(\$42)
3. Energy Charge	276	\$19.58	\$5,407	330	\$5.47	\$1,803	54	(14.11)	(\$3,604)
4. Other Adjustments			\$0			\$0	0	0.00	\$0
5. Congestion & Losses	276	(\$3.31)	(\$914)	330	(\$12.34)	(\$4,071)	54	(9.03)	(\$3,157)
6. All in Cost	276	\$24.63	\$6,802	330	\$0.00	(\$2)	54	(24.63)	(\$6,803)
7. PA Peaking Project									
8. Fixed Charge	4.8	\$0.00	\$0	4.3	\$0.00	\$0	(0)	0.00	\$0
9. Energy Charge	0	\$0.00	\$0	1.9	\$315.59	\$606	2	315.59	\$606
10. Congestion & Losses	0	\$0.00	\$0	1.9	\$0.00	\$0	2	0.00	\$0
11. Other Adjustments	4.8	\$16.23	\$77,922	4.3	\$17.93	\$77,464	(0)	1.70	(\$457)
12. All in Cost (\$/kW-mo)	4.8	\$16.23	\$77,922	4.3	\$18.07	\$78,070	(0)	1.84	\$149
13. Total - Resources	276	\$306.79	\$84,723	332	\$235.32	\$78,069	56	(71.47)	(\$6,654)
Purchased Blocks									
14. BP 1.0 MW 7x24 (PPL)									
15. Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
16. Congestion & Losses	744	(\$0.30)	(\$224)	744	\$5.18	\$3,857	0	5.49	\$4,081
17. All in Cost	744	\$34.41	\$25,600	744	\$39.89	\$29,681	0	5.49	\$4,081
18. BP 2.8 MW 5x16 (PPL)									
19. Energy Charge	896	\$40.91	\$36,655	986	\$40.91	\$40,321	90	0.00	\$3,666
20. Congestion & Losses	896	(\$1.31)	(\$1,171)	986	\$5.50	\$5,418	90	6.80	\$6,588
21. All in Cost	896	\$39.60	\$35,484	986	\$46.41	\$45,738	90	6.80	\$10,254
22. Shell Fixed Load Shape 2x16 (PPL)									
23. Energy Charge	880	\$64.85	\$57,068	720	\$64.85	\$46,692	(160)	0.00	(\$10,376)
24. Congestion & Losses	880	\$0.52	\$459	720	\$4.58	\$3,298	(160)	4.06	\$2,840
25. All in Cost	880	\$65.37	\$57,527	720	\$69.43	\$49,990	(160)	4.06	(\$7,536)
26. Shell Fixed Load Shape 5x16 (PPL)									
27. Energy Charge	704	\$64.85	\$45,654	774	\$64.85	\$50,220	70	0.00	\$4,565
28. Congestion & Losses	704	(\$1.31)	(\$920)	774	\$5.50	\$4,257	70	6.80	\$5,177
29. All in Cost	704	\$63.54	\$44,734	774	\$70.35	\$54,476	70	6.80	\$9,742
30. Shell Fixed Load Shape 7x8 (PPL)									
31. Energy Charge	893	\$64.85	\$57,898	893	\$64.85	\$57,898	0	0.00	\$0
32. Congestion & Losses	893	\$0.52	\$465	893	\$5.09	\$4,545	0	4.57	\$4,080
33. All in Cost	893	\$65.37	\$58,363	893	\$69.94	\$62,443	0	4.57	\$4,080
34. CITI 1.5 MW 7x24 (PPL Resid)									
35. Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
36. Congestion & Losses	1,116	(\$0.30)	(\$336)	1,116	\$0.21	\$236	0	0.51	\$572
37. All in Cost	1,116	\$28.90	\$32,251	1,116	\$29.41	\$32,824	0	0.51	\$572
38. Total - Purchased Blocks	5,233	\$48.53	\$253,960	5,233	\$52.58	\$275,153	0	4.05	\$21,193

Borough of Perkasie



December 2025

	Projection			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Miscellaneous Costs									
39. AMP Fees	5,615	\$1.54	\$8,635	6,022	\$1.42	\$8,562	408	(0.12)	(\$73)
40. Adjustment for Pool Power			\$0			\$0	0	0.00	\$0
41. Total - Miscellaneous Costs	5,615	\$1.54	\$8,635	6,022	\$1.42	\$8,562	408	(0.12)	(\$73)
42. Total - AMP			\$347,318			\$361,784	0	0.00	\$14,466
PJM Charges									
43. Market Interaction									
44. Net Market Purchases	331	\$58.23	\$19,258	546	\$66.40	\$36,226	215	\$8.17	\$16,967
45. Day-Ahead Purchases				495	\$65.92	\$32,612	495	\$65.92	\$32,612
46. Balancing Purchases				146	\$56.95	\$8,315	146	\$56.95	\$8,315
47. Net Market Sales	(225)	\$33.51	(\$7,542)	(88)	\$38.24	(\$3,353)	137	\$4.73	\$4,188
48. Day-Ahead Sales				(73)	\$33.44	(\$2,444)	(73)	\$33.44	(\$2,444)
49. Balancing Sales				(110)	\$51.15	(\$5,610)	(110)	\$51.15	(\$5,610)
50. NITS	14	\$6.07	\$87,125	10	\$9.24	\$91,463	(4)	\$3.17	\$4,338
51. Other Transmission Charges	14	\$0.00	\$0	10	\$0.84	\$8,350	(4)	\$0.84	\$8,350
52. RPM Capacity									
53. RPM Charge	16	\$5.50	\$85,316	9	\$8.41	\$74,264	(6)	\$2.91	(\$11,051)
54. RPM Credit			(\$4,589)			(\$5,020)			(\$431)
55. Net RPM			\$80,726			\$69,244			(\$11,482)
56. Ancillary	5,615	\$1.77	\$9,938	6,022	\$3.53	\$21,262	408	\$1.76	\$11,324
57. ARR/FTR Credits	5,615	\$0.00	\$0	6,022	(\$2.35)	(\$14,172)	408	(\$2.35)	(\$14,172)
58. Administration Charges	5,615	\$0.00	\$0	6,022	\$0.48	\$2,878	408	\$0.48	\$2,878
59. True-Up Load Reconciliation			\$0			\$0			\$0
60. Total PJM Charges	5,615	\$33.75	\$189,506	6,022	\$35.18	\$211,898	408	\$1.43	\$22,391

https://www.wfmz.com/business/heating-vs-hikes-ugi-and-ppl-seek-rate-increases-as-frigid-weather-settles-in/article_e4b2d22d-7a9b-41d2-8898-621c1d15341a.html

Heating vs. hikes: UGI and PPL seek rate increases as frigid weather settles in

Cierra Genelle
Jan 29, 2026



The thermostat is dropping day by day and utility bills are climbing.

The frigid weather has people cranking up the heat.

As many pay more to keep things warm in this extreme cold, utilities in the Lehigh Valley and beyond are seeking further rate increases.

Local Trending News



1 Crews battle large house fire in Allentown

[WATCH FULL VIDEO](#)

Powered by [minute.ly](#)

UGI is requesting a nearly 9% rate increase for natural gas customers. It would add about \$10 to the average residential customer's monthly bill.

"It's affecting everybody," said Irene Ibemsi, a UGI customer.

It's only January, but Ibemsi said he's concerned about his, and other customers', electric and natural gas bills through the rest of this winter season.

"We should pay the same bill every month already. The bill is too high," said Ibemsi.

UGI's latest rate increase request has launched a nearly-year long PUC investigation.

PPL is also asking the PUC for a 7% electric distribution rate increase. That would add about \$13 a month to a typical residential customer's bill.

The PUC said a final decision on PPL's proposed rate increase is due by July 1st.

It's an issue that Republican State Rep. Gary Day, who represents part of Lehigh County, said he has been working to address.

He introduced a bill, the Municipal Electric Ratepayer Protection Act, known as "MERPA". It's meant to help residents band together through their municipality and purchase in bulk, potentially securing better rates.

"Whether it's electric, gas or oil, let residents decide and tell their municipality, 'hey, we'd like to be in the group,'" said Day.

Day said the bill is in its early stages.

In New Jersey, Governor Mikie Sherrill has declared a state of emergency on utility costs. The move freezes rate increases.

During a news conference last week, Pennsylvania Governor Josh Shapiro said he met with utility company leaders and will have more to say in his annual budget address.

"I intend to talk about next steps we're going to be taking in this effort to be able to curb utility price hikes," said Shapiro.

Cierra Genelle

Reporter



Outlook

RE: Solar Progress

From Sydney Sprague <sydney.sprague@gdsassociates.com>

Date Fri 1/23/2026 2:46 PM

To Andrea Coaxum <manager@perkasieborough.org>; Justin Hey <Justin.Hey@gdsassociates.com>; Garrett Cole <Garrett.Cole@gdsassociates.com>

Cc Howie Stone <electric@perkasieborough.org>; Finance <finance@perkasieborough.org>

Andrea,

Thanks for checking in. We've been connecting internally to discuss plans & are working on material to begin rolling out to you next week. I've outlined the main topics of discussion so far, please let us know if you have any questions or feedback in the time being.

1. Priorities/Initial Steps:

- a. OBB/ITC/PTC Advisement** – Matt is working on material outlining the tax incentives as revised under OBBB, including the requirements and associated deadlines for maximum achievable benefits down to the point where the tax credits are no longer available. He'll be providing that more detailed outline in the near-term and will supplement with updates moving forward to highlight any new developments and/or status updates on upcoming deadlines.
- b. Load Data** – I've just sent off an email to Howie, outlining a couple questions surrounding the hourly data we have been provided. The main concern is that with AMP only having data at the tie lines, we will need some basis to confirm our estimated breakdown between the Park Ave & Callow Hill. We are progressing forward on sizing in the time being, and will just need to incorporate that feedback to refine the estimates of max potential between the two circuits.

C. Site Considerations –

- i. You mentioned that while you all and Council are in the process of identifying sites, there may be a few already under consideration with information listed in the OneDrive. Prior to site visits, Matt would typically complete a desktop analysis of the site. If you can share the OneDrive access or attach relevant materials, he can start to review any potential sites that are under consideration. As for physical site visits, while Norm will be leading those efforts, we're planning on providing thoughts on a typical checklist of items Matt would typically work through as a point of comparison.
- ii. Justin is working on developing a checklist/simple framework of key items to keep in mind when seeking a lease for a solar project to support the discussions you all are having with local property owners.

- d. Economic Analysis** – While some of this will rely on inputs/assumptions yet to be established, we are able to begin moving forward building out the calculations for incremental costs/savings to Perkasie's wholesale supply (including NRBTMG).

Thank you,

Sydney Sprague

Project Manager, Power Supply Planning | GDS Associates, Inc.

770.349.9376

sydney.sprague@gdsassociates.com

From: Andrea Coaxum <manager@perkasieborough.org>

Sent: Friday, January 23, 2026 1:35 PM

To: Sydney Sprague <sydney.sprague@gdsassociates.com>; Justin Hey <justin.hey@gdsassociates.com>; Garrett Cole <garrett.cole@gdsassociates.com>

Cc: Howie Stone <electric@perkasieborough.org>; Finance <finance@perkasieborough.org>

Subject: Solar Progress

EXTERNAL EMAIL - Use caution before opening attachments or clicking links.

Good afternoon, Sidney.

I wanted to check in with you to see if you have any progress to share yet? I was hoping to get an update to the team this afternoon.

Andrea



Outlook

RE: Solar Progress

From Sydney Sprague <Sydney.Sprague@gdsassociates.com>

Date Thu 1/29/2026 9:09 AM

To Andrea Coaxum <manager@perkasieborough.org>

Cc Howie Stone <electric@perkasieborough.org>; Finance <finance@perkasieborough.org>; garrett.cole <garrett.cole@gdsassociates.com>; Matt Smith <matt.smith@gdsassociates.com>; justin.hey <justin.hey@gdsassociates.com>

1 attachment (183 KB)

BOP Site Visit Checklist (Jan-2026).pdf;

Andrea,

We are in process of working through the initial steps & priorities – see below for high-level notes. We've attached material detailing our typical site visit checklist, and are working to supplement with additional content near-term. We recommend scheduling a broader discussion early next week when we'll be better positioned to walk through those materials in progress. That said, I'm glad to connect today or tomorrow if helpful – I can join a call myself or we can arrange a brief teams meeting with the team members who are available to join.

1. OBBB/ITC/PTC Advisement:

a. We are still advancing this material, with a target of reaching out with an initial summary this week.

2. Load Data/Sizing Considerations:

a. We are also still progressing this material, with a target of reaching out with an initial summary this week.

b. Harold provided clarification into our existing data, giving us enough information to start to break down the expected capacity limitations by circuit. We have a follow up question out to AMP to ask for any load data that may also be tracked at the generator to provide a precise hourly breakdown of the Callow Hill/Park Ave loads, and in the time being, are estimating the split based on RT load mid-day 1/28.

3. Site Considerations:

a. Site Visit Checklist – Please see the attached checklist summarizing tasks that Matt would typically walk through on a site visit. As discussed, Justin has also added in key considerations pertaining to commercial terms. Please let us know if you have any questions.

b. Desktop Review – We are reviewing the material from the solar lots folder in the OneDrive & working towards following up with thoughts/questions as soon as possible.

Thank you,

Sydney Sprague

Project Manager, Power Supply Planning | GDS Associates, Inc.

770.349.9376

sydney.sprague@gdsassociates.com

From: Andrea Coaxum <manager@perkasieborough.org>

Sent: Wednesday, January 28, 2026 10:50 AM

To: Sydney Sprague <Sydney.Sprague@gdsassociates.com>; Justin Hey <justin.hey@gdsassociates.com>; Garrett

BOROUGH OF PERKASIE *Site Visit Checklist Outline* January 2026

Prepared by GDS Utility Consultants

Key	Category	Task
1	Interconnection	<ul style="list-style-type: none">i. Physically inspect POI location and path to BESSii. Review sample Interconnection Agreementiii. Construction obstaclesiv. Utility and road easements around substationv. Vegetation management challenges
2	Infrastructure	<ul style="list-style-type: none">i. Nearest water main and fire hydrantii. Back-up connection for auxiliary loadiii. Wells or well monitoring systems nearbyiv. Note fiber location
3	Community	<ul style="list-style-type: none">i. Traffic patterns and congestionii. Proximity to residences and commercial businessiii. Aesthetic and noise concernsiv. General environmental health and safety concernsv. Identify Fire department representative and nearest fire housevi. Note other potential community risk
4	Legal	<ul style="list-style-type: none">i. Lease or purchase agreement for land, if applicableii. Inspect utility and road easementsiii. Legal owners of adjacent land
5	Permitting	<ul style="list-style-type: none">i. Geotechnical Report historyii. Property zoning ordinances for energy resourcesiii. Special Use Permit Processiv. Construction Permit Processv. Setbacks per zoning ordinancesvi. Noise restrictions per zoning ordinancesvii. Vegetation Screening requirements
6	Footprint	<ul style="list-style-type: none">i. Note construction obstaclesii. Vegetation management challengesiii. Note any culverts or engineered drainageiv. Site Survey reviewv. Topography visual inspection of landvi. Future access road path

BOROUGH OF PERKASIE *Site Visit Checklist Outline* January 2026

Prepared by GDS Utility Consultants

7	Environmental	<ul style="list-style-type: none">i. Flood zone inspectionii. Wetlands reviewiii. First responder accessiv. Does the landowner have/own the surface mineral rights for the property?
8	Commercial	<ul style="list-style-type: none">v. Term of the lease agreement should be no less than 30 years to correspond to the useful life of the solar project.vi. Any requirements for site restoration after the expiration of the contract term (e.g. how far below ground does the landowner require the lessee to address). Typical contracts cover up to 3 ft below the surface and require lessee to restore the site to substantially similar condition.vii. Reassure landowners that this project will involve a third-party but will benefit the local community, including the landowner.

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NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

January 23, 2026

VIA EMAIL

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

Re: Resolution - Proposed Bond

Dear Andrea:

Attached please find a draft of the proposed bond anticipation Resolution, which I have prepared consistent with the direction received at the Borough Council meeting on Monday, January 19, 2025.

Please note that I have included in Section 3, that no bond financing shall occur until such time as Borough Council authorizes proceeding. This Resolution is only intending to be able to recover any Borough costs prior to issuing a bond, so that the bond funds can be used to reimburse the Borough for those expenses. If the Borough chooses not to proceed with the project, or not to proceed to fund the project with the bond issue, the Resolution will have no consequence.

If you have any questions, please advise.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'JPG'.

Jeffrey P. Garton

JPG:ers
Attachment

RESOLUTION 2026 - 13

A RESOLUTION OF THE BOROUGH COUNCIL OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA

WHEREAS, Perkasie Borough is a political subdivision of the Commonwealth of Pennsylvania; and

WHEREAS, Perkasie Borough is governed by a Borough Council.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Borough of Perkasie (“Borough”) as follows:

Section 1. The Borough hereby determines to undertake a capital project, a summary of which is to construct a solar project to support the Borough’s electrical system, which said project will include the potential acquisition of real property, the leasing of real property, the installation of the solar project, as well as other incidental expenses (hereinafter collectively referred to as the “Project”), as well as advance its own funds for the payment of certain costs of the Project, pending the financing of the Project with the issuance of General Obligation Bonds.

Section 2. The Council intends to issue General Obligation Bonds in the amount of approximately Five Million (\$5,000,000.00) Dollars for the purpose of funding the cost of the Project and the cost of issuance of the Bonds. Furthermore, the Borough intends to reimburse itself from the proceeds of such obligation for any expenditures of the Project made during the period, commencing sixty (60) days prior to the date hereof and ending on the completion of the Project, regardless of when it was made, to the extent the total of such preliminary expenditures do not exceed twenty (20%) percent of the aggregate principal amount of the bond issue. For the purpose of this clause, “preliminary expenditures” shall include engineering, surveying, soil testing, architect fees, reimbursement for Bond issuance costs, and other similar costs incurred prior to the commencement of the Project, but do not include land acquisition, site preparation, or similar costs incidental to the commencement of construction.

Section 3. The Borough Manager, as well as the Solicitor, financial advisor, investment banker, and Bond Counsel, are hereby authorized to directly do all acts and anything necessary in the preparation for the issuance of the Borough’s General Obligations Bonds, including the preparation of a preliminary financing schedule, preparation of a Preliminary Official Statement, marketing the Bonds, and the preparation and advertising of the Bond Resolution by Bond Counsel; and pay the required filing of the Bond proceedings in compliance with the Pennsylvania

Local Government Unit Debt Act. No such action, however, shall be undertaken until such time as the parameters of the Project have been finalized, and the Borough Council has authorized proceeding in accordance with the provisions of this Resolution.

Section 4. All Resolutions or parts thereof, to the extent inconsistent herewith, are hereby rescinded.

Section 5. This Resolution will take effect immediately, this _____ day of _____, 2026.

BOROUGH OF PERKASIE:

By: _____
Robin Schilling, President

ATTEST:

By: _____
Andrea L. Coaxum, Secretary

JEFFREY P. GARTON
THOMAS J. PROFY, IV*†
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123 W. BRIDGE STREET
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215.862.0701

January 30, 2026

VIA EMAIL

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

Re: Perkasie Regional Authority

Dear Andrea:

Attached please find the revised Land Development Waiver Agreement for the Perkasie Regional Authority which references the correct appeal number in Paragraph 17 on page 8, pursuant to Doug Rossino's email of January 27, 2026.

Very truly yours,



Jeffrey P. Garton

JPG:bcr
Attachment
cc: Douglas Rossino, P.E.

LAND DEVELOPMENT WAIVER AGREEMENT

PERKASIE REGIONAL AUTHORITY
TAX PARCEL 33-003-011

THIS AGREEMENT, made on this ____ day of _____, 2026, by and between **PERKASIE REGIONAL AUTHORITY**, an Authority created pursuant to the laws of the Commonwealth of Pennsylvania, maintaining a principal place of business at 150 Ridge Road, Sellersville, PA 18960 (hereinafter referred to as "Authority") and the **BOROUGH OF PERKASIE**, maintaining a principal place of business at 620 West Chestnut Street, Perkasie, Pennsylvania 18944 (hereinafter referred to as "Borough").

WITNESSETH:

WHEREAS, the Authority has applied to the Borough for a Waiver of Land Development related to the proposed construction of a Booster Pumpstation in furtherance of the recently constructed concrete water reserve tank and associated utilities, which is located on Bucks County Tax Parcel 33-003-011 on the south side of Ridge Avenue at the intersection with North Ridge Road (the "Project");

WHEREAS, the plans for the Project were prepared by Pennoni Associates, Inc., dated November 7, 2025, consisting of eleven (11) sheets;

WHEREAS, the Authority's Application for Waiver of Land Development was approved by Perkasie Borough Council at a duly advertised public meeting of the Borough Council held on February 2, 2026, subject to certain conditions that were acceptable to the Authority.

WHEREAS, the Authority desires to develop the property in accordance with the conditions of the Land Development Waiver approval; and

WHEREAS, the Authority desires to enter into a written contract with the Borough implementing the conditions of the Land Development Waiver and guaranteeing construction and completion of all required improvements and to regulate sound construction practices in the control of soil, erosion, drainage, etc., and to permit the issuance to the Authority of permits conditioned thereupon.

NOW, THEREFORE, in consideration of the granting of Land Development Waiver approval by the Borough, subject to the conditions aforesaid, and further intending to be legally bound hereby, the parties agree as follows:

1. The Authority covenants and agrees that the construction of all improvements and work to be done under the terms of this Agreement and the Ordinances of the Borough of Perkasie shall be in accordance with the conditions of the approval granted by the Borough, and there shall be no deviation therefrom, except upon written approval by the Borough. The construction of all improvements shall be at the sole cost and expense of the Authority and without any expense to the Borough.

2. The Authority covenants and agrees with the Borough that the improvements to be installed or constructed and the conditions of approval to be satisfied by the Authority are set forth in Plans prepared by Pennoni Associates, Inc., dated November 7, 2025. All of the improvements shall be installed, and all work shall be performed in a first-class and workmanlike manner to the satisfaction of the Borough and in accordance with the ordinances and specifications of the Borough and the provisions of this Agreement. The construction of the improvements is subject to the approval and certification, after inspection, by the Borough Engineer or Borough Building Inspector (which, in all situations hereinafter referred to, may be the Borough Engineer or such other person designated by the Borough to perform such services), the cost thereof to be borne by the Authority as herein provided.

3. The Authority agrees that in the event any of the materials used in the construction shall be rejected or disapproved by the Borough or its agents as defective or unsuitable, or if work is performed without prior inspection or notice as herein provided, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the satisfaction and approval of the Borough at the sole cost and expense of the Authority. Further, the Authority agrees that the Borough is authorized to perform such tests of materials as it believes is reasonably required in order to ensure proper control of materials, and the Authority agrees to pay to the Borough the cost of such tests and engineering services.

4. The Authority agrees to notify the Borough, in writing, at least 72 hours in advance of the commencement of any work. The Authority agrees, as requested by the Borough, that meetings shall be scheduled and held with the Borough and the Authority, from time to time, in order to coordinate the progress of the work contemplated in the immediate future. In no event shall any improvements, subject to inspection by the Borough, be commenced without 72 hours prior written notice to the Borough.

5. The Authority hereby agrees to save, hold harmless, indemnify, and defend the Borough against any and all claims for damages arising from the Authority's negligence. In addition, the Authority hereby agrees to provide insurance and/or self-insurance in the form and amount satisfactory to the Borough. The Authority shall pay the cost of such insurance and shall provide proof thereof to the Borough upon execution of this Agreement and at any time thereafter upon demand by the Borough.

6. The Authority agrees that the Authority shall keep all driveways and sidewalks, if applicable, free from all obstructions, including, but not limited to, debris, equipment, and the like, the removal of which shall be the sole responsibility of the Authority. In addition to the provisions of Paragraph 5 above, the Authority agrees, at all times, to indemnify and hold the

Borough harmless from any claims or suits that any adjoining property owners or other aggrieved persons may bring against the Borough or its officers, agents, or employees for any conditions occurring on nearby or adjacent properties caused or alleged to be caused by conditions arising from the Project, including, but not limited to, drainage water, storm water, mud, dirt, and dust. The Authority agrees that it will reimburse the Borough for any expenses incurred by the Borough, including legal fees, engineering fees, expert witness fees, and any judgment or judgments rendered against the Borough as a result of such claims or suits brought against the Borough, its officers, or employees. In addition, the Authority agrees to be responsible to the Borough for any damage to existing Municipal facilities, including, but not limited to, streets, sidewalks, curbs, and shade trees, caused by the Authority's construction, use, or occupancy of the property. The Authority agrees that all exterior site and construction activities shall be conducted during daylight hours, only at such times as are usual, normal, and reasonable in the construction industry for such activities. The on-site storage of construction equipment, supplies, and material shall be in areas specifically designated by the Authority or the Authority's contractors, subject, however, to the approval of the Borough, which cannot be unreasonably delayed or denied.

7. The Authority agrees to be responsible for the discarding of waste materials, including, but not limited to, papers, cartons, and the like (whether discarded by the Authority, the Authority's agents, servants, workmen, employees, or contractors or by others engaged in delivery services or otherwise) and agrees to prevent the same from being buried on the site or deposited, either by being thrown or blown, upon any land adjacent to or within the vicinity of the development. The Authority shall remove trash and waste material from the premises as frequently as necessary to maintain the site in a neat and tidy condition and at such other times as the Borough may, in its discretion, direct.

8. All required improvements and conditions, unless otherwise specified, shall be completed by the Authority not later than January 1, 2027, provided, however, that by the mutual written agreement of the Borough and the Authority, the time of performance and completion may be reasonably extended.

9. It is further expressly understood and agreed by the Borough and the Authority that nothing contained in this Agreement shall be construed to waive any of the requirements of any of the Ordinances or Regulations of the Borough, except what is specifically granted as part of the aforesaid approval. It is further understood and agreed that neither the Zoning Officer, the Building Inspector, nor any other officer, agent, servant, workman, or employee of the Borough has any authority or power to waive or modify the requirements of any such ordinances, regulations, or any provision of this Agreement or any other agreement or document executed in conjunction herewith.

10. It is understood and agreed that the facilities to be constructed pursuant to this Agreement shall not be utilized, unless and until all the conditions and obligations of this Agreement have been satisfied and approved by the Borough or its appropriate officials. Formal approval shall be determined solely by a writing received from the appropriate Borough Official who shall not issue same, unless and until all of the conditions herein and/or incorporated herein by reference have been met and satisfied, unless otherwise directed by formal action of the Borough, provided, however, that such Borough Official may, in his/her sole discretion, grant a conditional use permit prior to the satisfaction of all conditions and obligations under this Agreement where he/she deems it appropriate under the circumstances.

11. The Authority agrees to set public utility installations in accordance with good engineering and construction practices, subject to the onsite approval of the Borough. It is expressly understood and agreed that the Borough does not accept any responsibility for the

construction or maintenance of any improvements; that it does not assume any liability in connection with said improvements; and that it does not render itself liable for the cost of work done or to be done in connection therewith or the inspections thereof.

12. In the event that the Authority violates any provision of this Agreement, the Borough reserves the right, notwithstanding the provisions of this agreement, to forthwith revoke any and all permits, use permits, or any other permits theretofore issued or to otherwise refuse to issue any such permits, and to exercise such rights and remedies as may be available to Borough in law or equity and to issue Enforcement Notices or Cease and Desist or other appropriate Orders. The Authority hereby agrees to comply therewith until such time as any deficiencies or violations have been corrected to the satisfaction of the Borough.

13. The Authority agrees that prior to the issuance of any permit by the Borough authorizing work to be done on the site, the provisions of Paragraph 14 of this Agreement shall be met and satisfied.

14. The Authority agrees that no improvements shall be commenced until:

- a. Proof of Insurance in accordance with Paragraph 5 hereof is duly produced and delivered to the Borough;
- b. All fees required to be paid to the Borough, pursuant to the terms of this Agreement or otherwise, including, but not limited to, the cost of all legal and engineering work incurred by the Borough arising from this development or any approvals thereof, shall have been paid by the Authority in full.

15. The Authority agrees to pay to the Borough all required fees relating to this Project, including building permit and related fees, in accordance with the fee schedule currently in effect, and to pay all costs to the Borough for municipal administration, including application or filing fees, preparation and cost of advertising, the cost of recording any documents or

instruments required under this Agreement, and including any and all legal, engineering, observation, and inspection fees charged or to be charged by the Borough Solicitor and the Borough from the initial application through the period that this Agreement remains in effect. The Authority's failure to pay such fees when bills for same are submitted by Borough shall be considered a violation of this Agreement, subject to the provisions of Paragraph 12 hereof, including the right of the Borough to refuse to issue all permits, use permits, or other required permits to the Authority, or revoke same if issued. To that end, the Authority is depositing Twenty-Five Hundred Dollars (\$2,500), for anticipated engineering fees and on account of legal expenses, in escrow with the Borough, without interest, at the execution of this Agreement on account of anticipated legal, engineering, administrative fees, and expenses. The Authority irrevocably authorizes the Borough to make disbursements to the Borough's solicitor and engineer upon presentation of written invoices, and the Authority reserves the right to review such disbursements and dispute or reject any charges it believes to be excessive or inappropriate. If the undisputed balance of the escrow account falls below fifteen (15%) percent, the Authority will deposit additional money in escrow within thirty (30) days after receipt of written notice from the Borough to restore the balance to thirty-five (35%) percent. Any excess funds shall be returned to the Authority upon expiration or termination of this Agreement and completion of this Project.

16. It shall be a condition precedent to the Authority's commencement of any construction activity, pursuant to this Agreement, that the Authority shall have secured all permits from any required agencies having jurisdiction over said matter, including, but not limited to, the Bucks County Conservation District.

17. The Authority shall comply with the letter received from Gilmore & Associates, Inc. dated December 3, 2025, and shall comply, to the extent applicable, with the Zoning

Hearing Board Decision rendered by the Perkasie Borough's Zoning Hearing Board in connection with appeal 2022-06, which said Decision was rendered on May 23, 2022.

18. This Agreement may not be assigned, conveyed, transferred, or sold by the Authority to any successor in title without the consent of the Borough.

19. This Agreement represents the entire Agreement between the parties and may not be changed, modified, or altered, unless in writing and executed by the parties hereto with the same formality as this Agreement.

20. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.

21. If any term, condition, clause, or provision of this Agreement shall be determined or declared to be void or invalid in law or otherwise, then only that term, condition, clause, or provision shall be stricken from this Agreement, and in all other respects, this Agreement shall be valid and continue in full force and effect.

22. This Agreement shall extend to and bind the parties hereto, their successors and assigns, and the provisions hereof shall be deemed covenants running with the land.

IN WITNESS WHEREOF, the Authority and the Borough have caused these presents to be duly executed the day, month, and year first above written.

ATTEST:

PERKASIE REGIONAL AUTHORITY

By: _____
Name _____
Title _____

ATTEST:

BOROUGH OF PERKASIE

By: _____
Name _____
Title _____



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea Coaxum
Borough Council

FROM: Cassandra L. Grillo, CZO, BCO
Zoning Officer & Code Enforcement Administrator

DATE: January 7, 2026

RE: Perkasie Regional Authority – Ridge Road Booster Pump Station
Waiver of Land Development Application

Project Summary:

The Perkasie Regional Authority (PRA) has submitted a Waiver of Land Development Application for improvements to its existing water facility located at Ridge Avenue and North Ridge Road.

The site currently contains a water storage tank and related utilities. PRA is proposing to construct a small booster pump station building (approximately 458 square feet) along with a generator pad, minor driveway improvements, and landscaping.

The purpose of the project is to improve the reliability of the Borough's public water system and allow PRA to better manage water pressure during emergencies. The property is zoned R-2 Residential, and the use is classified as a Public Utility, which is permitted by right. No zoning relief is required.

Waiver Request:

PRA is requesting a Waiver of Land Development, which would allow the project to move forward without going through separate preliminary and final plan approvals. This request is based on the limited scope of the project and the fact that it is an improvement to an existing public utility facility.

In addition, PRA is requesting that several waivers previously approved by Borough Council in 2022, which were granted for the water tank replacement project remain in effect. These waivers relate to items such as:

- Road widening
- Sidewalks and curbs
- Driveway standards
- Certain plan detail requirements

No new major waivers are being requested beyond what has already been approved for this site.

Borough Engineer Review:

The Borough Engineer reviewed the application and does not object to the Waiver of Land Development, given the size and nature of the project.

The Engineer did identify several technical items that must be addressed on the plans before final approval, such as:

- Adding missing notes and dimensions
- Clarifying grading and driveway details
- Showing lighting and tree protection measures
- Obtaining Fire Company review

These are standard review comments and can be resolved through plan revisions.

Planning Commission Recommendation:

The Planning Commission reviewed this application at its December 10, 2025 meeting. After hearing the project presentation and reviewing the waiver request, the Planning Commission unanimously recommended approval of the Waiver of Land Development Application to Borough Council.

Recommendation:

This project is a public infrastructure improvement, does not expand the existing use, and results in minimal site disturbance. Both the Planning Commission and Borough Engineer support approval, subject to standard conditions.

Council is asked to consider approval of the Waiver of Land Development, subject to the Borough Engineer's review comments and completion of all required plan revisions.



December 3, 2025

File No. 25-01077

Cassandra L. Grillo, CZO, BCO
Zoning Officer and Code Enforcement Administrator
Borough of Perkasie
620 W. Chestnut Street
P.O. Box 96
Perkasie, PA 18944

Reference: Perkasie Regional Authority – Ridge Road Booster Pump
N. Ridge Road & Ridge Avenue
Waiver of Land Development Plans – Review #1

Dear Cassandra:

Pursuant to your request, Gilmore & Associates, Inc. (G&A) has reviewed the Waiver of Land Development Plans for the above-referenced project. We offer the following comments for consideration by the Borough:

I. Submission

- A. Ridge Road Booster Pump plans prepared for Perkasie Regional Authority, as prepared by Pennoni Associates, Inc., consisting of eleven (11) sheets, dated November 7, 2025.
- B. Waiver Request Letter for Ridge Road Booster Station (PRA25-03), as prepared by Pennoni Associates, Inc., dated November 7, 2025.
- C. Subdivision/ Land Development Application and Plan Submission Checklists dated November 7, 2025.
- D. Adequate letter for Ridge Road Booster Pump from Bucks County Conservation District, dated November 25, 2025.

II. General Information

The subject property known as tax map parcel 33-003-011 is located along the south side of Ridge Avenue at the intersection with N. Ridge Road (S.R. 0563) in Perkasie Borough, Bucks County, PA. The property contains a total of 91,529.11 square feet (2.10 acres). The Applicant and Owner of Record for the site is the Perkasie Regional Authority.

The site currently contains a partially inground concrete water reservoir tank and associated utilities along with a stone access drive extending from Ridge Avenue, landscape retaining walls, landscaping, fencing, and wooded areas. Following the removal of a portion of the stone driveway and a fire hydrant along with the relocation of a tree, the Applicant proposes to construct a 458 square foot booster pump station building between the existing reservoir tank and the stone driveway along with a 233 square foot stone driveway expansion, landscaping and a 50 square foot generator pad. The site is zoned Two Family Residential (R-2) Zoning District and the use is "Public Utility" (F2), which is a use permitted by right in the R-2 Zoning District. According to FEMA map 42017C0143J, dated March 16, 2015, the site is not located within a 100-year floodplain.

III. Reference Documents

ZHB Appeal No. 2022-06 – The Applicant previously received zoning relief from the Perkasie Borough Zoning Hearing Board (ZHB) on Appeal No. 2022-06 on May 23, 2022 for the PRA Reservoir Replacement project. The ZHB granted variances from the following Sections: 1) §186-18.F.(2)(a) to extend a portion of the stone ring around the proposed water reservoir to be located in the buffer area, and 2) §186-54.D.(2) to decrease the amount of certain vegetation within the buffer yard. The reservoir replacement project was constructed in accordance with the decision rendered on Appeal No. 2022-06.

IV. Review Comments

A. Zoning Ordinance (Chapter 186)

We have identified the following issues in regards to the requirements and provisions of the current Perkasie Borough Zoning Ordinance:

1. §186-20.C.(5) – The maximum accessory building height shall be 15 feet. The proposed Booster Pump Station is considered an accessory building to the reservoir tank. This requirement should be added to the 'Zoning Data' table and the height of the Booster Pump Station building should be noted on the plan to verify compliance with this requirement.
2. §186-28.B. – At each point where a private accessway intersects a public street or road, a clear-sight triangle of 10 feet, measured from the point of intersection of the street line and the edge of the accessway, shall be maintained, within which vegetation and other visual obstructions shall be limited to a height of not more than two feet above the street grade. The clear sight triangles should be shown at the driveway intersection with Ridge Avenue to demonstrate adequate visibility.
3. §186-52.C. – Any outdoor lighting such as pole-mounted, building, sign, canopy, or sidewalk illumination, and driveway lights, shall be shown on the lighting plan in sufficient detail to allow determination of the effects to adjacent properties, traffic safety, and overhead sky glow. Any lighting for the Booster Pump Station should be added to the plan and a lighting plan provided as necessary.
4. §186-54.E.(4)(c) – All plant material should be guaranteed for 18 months from the day of final approval of the landscape installation by the Borough in accordance with the provisions of the Borough's Developer's Agreements, escrow agreements, and maintenance agreements. A note should be added to the Record Plan stating the guarantee noted above.
5. §186-57 – The existing area and proposed disturbance of environmental resources listed in this section should be tabulated on the plans. Any resource which does not exist should be listed with an area of 0 square feet.

B. Subdivision and Land Development Ordinance (Chapter 164)

We have identified the following issues in regards to the requirements and provisions of the current Perkasie Borough Subdivision and Land Development Ordinance (SALDO):

1. §164-8.B. – Land Development projects require a separate stage of approval for the submission of preliminary plans and final plans for all major subdivisions and land development. The Applicant is requesting a Waiver a Land Development, which would waive certain requirements within SALDO including a separate stage of approval. We have no objection to this waiver request due to the scope of the project conditioned upon the Applicant providing the deposit and fee for both preliminary and final submission as required in §164-11.C.(1).

Also, the Applicant is requesting as part of the Waiver of Land Development the reaffirmation of the following waivers that were previously granted by Borough Council on September 22, 2022 as part of the PRA Reservoir Replacement Project:

- a. §164-20.B.(3) – Requires widening of existing streets where the minimum width does not meet the specific requirements for the individual street as required by Borough Council in specific cases. Ridge Avenue is a primary street which requires a minimum cartway width of 34 feet and N. Ridge Road is an arterial road which requires a minimum cartway width of 48 feet. A waiver was granted from widening these roads due to the limited frontage on these roadways resulting in a varying road width.
 - b. §164-24. – Requires a two-way driveway for a nonresidential use to have a minimum width of 24 feet and a maximum slope of 5%. A waiver was granted to use the existing driveway which has provided access to the property for over 50 years. However, we note that the proposed Booster Pump Station building requires modifications to the existing driveway. Since the driveway is not used by the public, we have no objection to the modifications of the existing driveway slope.
 - c. §164-51.A. – Requires sidewalks be constructed on one side of all frontage streets, unless in the opinion of the Borough Council with the advice of the Planning Commission they are unnecessary for the public safety and convenience. A waiver was granted from providing sidewalk along the frontage of both N. Ridge Road and Ridge Avenue since no sidewalks exist in the immediate area of the development.
 - d. §164-52.B. – Requires curbs be constructed along existing streets which a land development abuts. A waiver was granted from providing curbs along the frontage of both N. Ridge Road and Ridge Avenue since no curbs exist in the immediate area of the development.
 - e. §164-68.C.(2) & 70.C.(2) – Requires existing features within 400 feet of any part of the land to be subdivided or developed to be shown on the plans. A waiver was granted to provide an aerial photograph in lieu of the required information conditioned upon the Applicant providing any additional information for the surrounding area as deemed necessary by our office.
 - f. §164-68.D.(17) – Requires the location of all trees to be saved, including their trunk and dripline locations be shown on the plans. A waiver was granted to only show the dripline of the wooded areas.
 - g. §164-70.A.(5) – Requires that Final Plans be on sheets either 18 inches by 22 inches or 36 inches by 44 inches, and all lettering be so drawn as to be legible if the plan should be reduced to half size. A waiver was granted to provide the plans on 24 by 36-inch sheets.
2. §164-20.A – The waiver request letter indicates that a waiver was previously granted from this section of the ordinance from providing the required ultimate right-of-way. However, a waiver was not granted from this requirement and the legal and ultimate rights-of-way were offered for dedication to the Governmental Agency having jurisdiction. We note that the legal right-of-way is under the jurisdiction of PennDOT and the ultimate right-of-way is under the jurisdiction of Perkasie Borough. The Applicant should determine if these dedications were accepted and revise the plan accordingly.
3. §164-31. – The following issues related to grading should be addressed:
 - a. Spot elevations should be provided at the corners of the proposed Booster Pump Station building.
 - b. The proposed 509 contour is only 2 feet from the existing 508 contour on the southeastern side of the proposed building. The grading should be revised to provide a maximum slope of 3:1 in all grass areas.
 - c. Based on the proposed 507.6 spot elevation at the corner of the generator pad, the southern corner of the pad will be approximately 2 feet higher than the existing grade. Spot elevations should be provided at the corners of the pad and the grading should be revised accordingly.
 - d. The proposed contours should be labeled on the Proposed Improvement Plan.
4. §164-41.1.B – Prior to construction, the tree protection zone shall be delineated with a forty-eight-inch-high wooden snowfence mounted on steel posts, located eight feet on center, placed along the boundary of the tree protection zone. All trees within the limits of disturbance and any trees directly adjacent to the limits of disturbance should be protected with tree protection fence. The tree protection fence should be shown on the plans.

5. §164-50.A – The Record Plan appears to show proposed monuments along the ultimate right-of-way and at one corner. These monuments were proposed on the previous PRA Reservoir Replacement Project. The Applicant should verify whether these monuments were installed previously, and if so, then the Record Plan should be revised accordingly.
6. §164-54.B. – Review and approval by the Perkasie Fire Chief should be obtained by the Applicant in order to ensure that adequate emergency access is provided. A copy of the approval letter should be submitted to the Borough and our Office. Also, we note that the existing fire hydrant within the site is to be removed but not replaced. The Applicant should specify the reason for not installing a new fire hydrant.
7. §164-68.D.(18) – The waiver request letter indicates that a waiver was previously granted from this section of the ordinance. However, a waiver was not granted from this section of the ordinance since the requirements of this section were provided on the plans.
8. §164-71. – The following issues related to the plan notations and recording signature lines should be addressed:
 - a. The BCPC No. block on the Record Plan should include the statement “BCPC has reviewed the plan in accordance with PaMPC requirements” and note the date of the review.
 - b. The notes on the Record Plan should reference the Reservoir Replacement Plans dated January 27, 2022, last revised April 6, 2023.
 - c. Note 11 on the Record Plan related to the dedication of right-of-way should be updated as necessary based on the previous acceptance of the right-of-way.
 - d. The rear yard setback distance of 280.2 feet should be dimensioned on the plan.
 - e. The double asterisk for the proposed lot coverage in the ‘Zoning Data’ table should be clarified.

C. Amended Stormwater Management Ordinance (Chapter 158) – East Branch Perkiomen Creek Watershed (District ‘B’)

We have identified the following issues in regards to the requirements and provisions of the current Perkasie Borough Amended Stormwater Management Ordinance (SMO):

1. §158-5.B.(9)(a) – Construction or reconstruction of buildings or additions to existing buildings or other impervious surface (regulated activities) is exempt when an area of impervious surface is removed from the site so that upon completion of the regulated activity, the total increase of impervious surface area is 1,000 square feet or less. The plans indicate that the previous removal of the existing reservoir and associated impervious will offset the increase in impervious from the previously installed reservoir tank and proposed Booster Pump Station, resulting in a net decrease in impervious surface. Therefore, the project is exempt from the requirements of stormwater management.
2. §158-56.A – The following issues related to erosion and sedimentation control should be addressed:
 - a. A portion of the 12" silt sock crosses the stone parking area and should be relocated outside of the stone area.
 - b. The silt sock along the stone driveway runs perpendicular to the contours and may result in sediment laden runoff flowing towards the downslope property. The silt sock at this location should run parallel to the contours for the extent of disturbance before turning perpendicular at the limits of disturbance.
 - c. The size of the silt sock line types should be specified in the legend.
 - d. The sequence of construction notes the installation of a rock construction entrance. However, the entrance is not shown on the plan and it appears the stone driveway is intended to be used as the construction entrance. The sequence should be revised to specify the use of the existing driveway as the construction entrance with the condition that a full rock construction entrance be installed if any sediment is tracked onto Ridge Avenue.

- e. The sequence of construction specifies establishing a staging area. The staging area should be identified on the plan or the sequence should be revised.
- f. The sequence of construction specifies the installation of construction fence around the entire limits of disturbance. This may limit the contractor's ability to maneuver through the site. This sequence item should be reviewed and revised accordingly.
- g. All references to "Township" in the sequence of construction and E&S notes should be revised to "Borough".

D. General Comments

- 1. The Applicant is responsible for any other required approvals, permits, etc. (i.e., Perkasie Fire Chief, etc.). Copies of these permits and approvals should be submitted to the Borough and our office.

We recommend the plans be revised to address the above comments to the satisfaction of the Borough. In order to help expedite the review process of the resubmission of the plans, the Applicant should submit a response letter which addresses each of the above comments. Changes that have been made to the application that are unrelated to the review comments should also be identified in the response letter. If you have any questions regarding the above, please contact this office.

Sincerely,

Douglas C. Rossino

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

DCR/tw

cc: Andrea L. Coaxum, Borough Manager
Megan McShane, Executive Assistant
Jeffrey P. Garton, Esq., Borough Solicitor
Judith Stern Goldstein, R.L.A., ASLA, Gilmore & Associates, Inc.
Jeffrey Tulone, Public Works Director
Nicholas Fretz, Manager, Perkasie Regional Authority, Owner/ Applicant
Perkasie Fire Company Number 1 (Station 26)
Sean R. Torpey, P.E., Pennoni Associates, Inc.
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.



November 7, 2025

PEREA25004

Perkasie Borough
Attn: Ms. Andrea Coaxum
620 West Chestnut Street
P.O. Box 96
Perkasie, PA 18944

**RE: Ridge Road Booster Station (PRA25-03)
TMP 33-003-011**

Dear Ms. Coaxum:

The Perkasie Regional Authority (PRA) currently operates a 750,000-gallon water storage tank located on TMP 33-003-011. The use is an existing F(2) Public Utility use. The use is permitted as Use by Right. We have made application to Perkasie Borough to expand the existing use. Additionally, we are asking for a Waiver of Land Development. The proposed development will consist of a new 20' x 24' building to house a booster pump, which will connect the two pressure zones that make up the PRA potable water system. Below, please find a list of our requested waivers, as well as a list of previously approved waivers and variances for the site:

WAIVERS REQUESTED:

1. 164-8.B - PRELIMINARY/FINAL APPROVAL.

WAIVERS GRANTED BY THE PERKASIE BOROUGH COUNCIL ON SEPTEMBER 22, 2022:

1. 164-8.B - PRELIMINARY/FINAL APPROVAL.
2. 164-20.A - TO NOT WIDEN RIDGE ROAD OR RIDGE AVENUE.
3. 164-20.B.(3) - TO WIDEN STREETS WHERE THE MINIMUM WIDTH DOES NOT MEET WITH THE SPECIFIC REQUIREMENTS FOR THE INDIVIDUAL STREET.
4. 164-24 - TO ALLOW AN EXISTING DRIVEWAY TO BE LESS THAN 24 FEET WIDE AND HAVING A LONGITUDINAL SLOPE GREATER THAN 5%.
5. 164-51.A - TO NOT PROVIDE SIDEWALKS.
6. 164-52.B - TO NOT INSTALL CURBS ALONG RIDGE ROAD AND RIDGE AVENUE.
7. 164-68.C.(2) & 164-70.C.(2) - TO PROVIDE AN AERIAL PHOTOGRAPH IN LIEU OF THE INFORMATION REQUIRED UNDER 164-68.C.(2) AND 164-70.C.(2).
8. 164-68.D.(17) & 164-68.D.(18) - TO NOT SHOW INDIVIDUAL TREE LOCATIONS AND DRIP LINES.
9. 164-70.A.(5) - TO PREPARE PLANS ON 24" X 36" SHEETS.

VARIANCES GRANTED BY THE PERKASIE BOROUGH ZONING HEARING BOARD ON MAY 24, 2022:

1. 186-18.F.(2).(a) - ALLOW 10-FEET-WIDE PROPOSED STONE SERVICE RING IN REQUIRED BUFFER.
2. 186.54.D.(2) - TO NOT PROVIDE TWO (2) STAGGERED ROWS OF EVERGREEN ALONG APPROXIMATELY 135 FEET OF RIDGE AREA AS SHOWN ON THIS PLAN.

We believe this application qualifies for a Waiver of Land Development because it is an existing use and the collective improvements since 2005 will result in a net decrease in impervious. These improvements will ensure that PRA can continue to provide safe and reliable drinking water to their customers in the event of an emergency.

If you have any questions, do not hesitate to contact me.

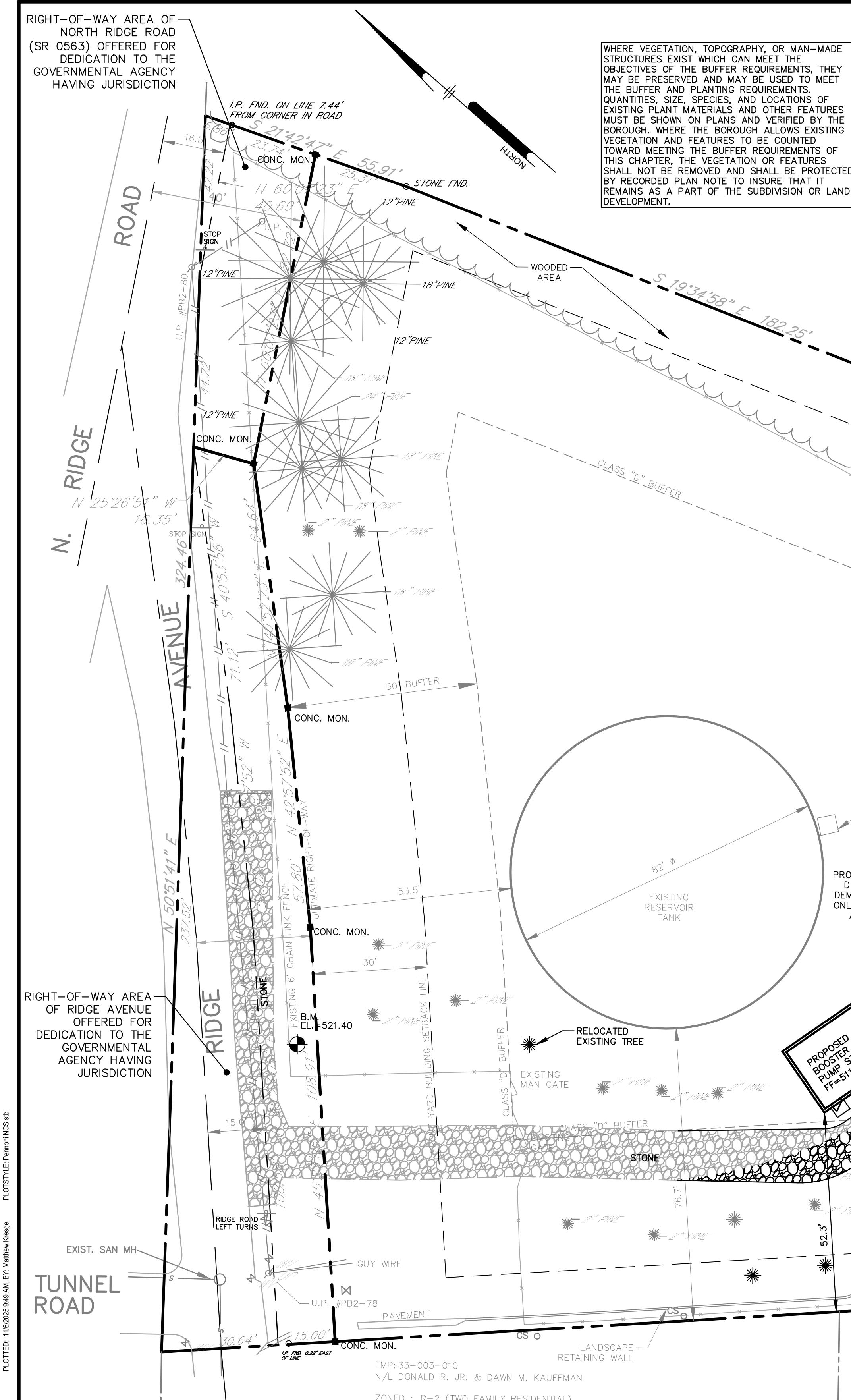
Sincerely,
PENNONI ASSOCIATES INC.

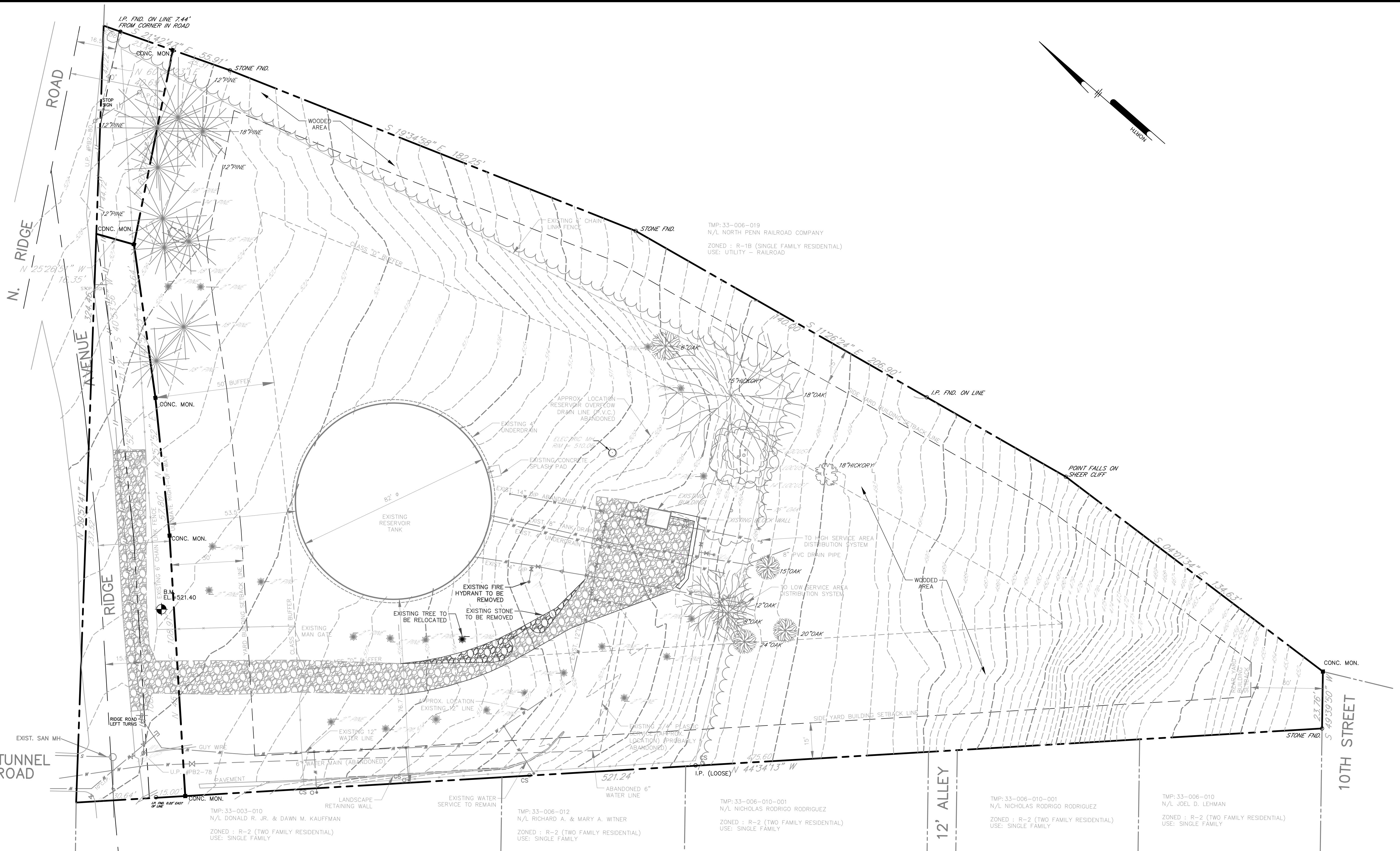


Sean R. Torpey, PE
Authority Engineer

SRT:jar

Cc: Nick Fretz, PRA
Jakob Reilly, EIT
John Rundy, PE





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LEGEND

- EXISTING PROPERTY LINE
- EXISTING ADJOINER PROPERTY LINE
- EXISTING RIGHT-OF-WAY LINE
- EXISTING BUILDING SETBACK LINE
- EXISTING BUILDING
- EXISTING CURB
- EXISTING EDGE OF GRAVEL
- EXISTING CENTERLINE OF ROAD
- EXISTING FENCE
- EXISTING SIDEWALK
- EXISTING MAJOR CONTOUR
- EXISTING MINOR CONTOUR
- 19.99 EXISTING SPOT ELEVATION
- EXISTING SIGN
- EXISTING UTILITY POLE
- EXISTING FIRE HYDRANT
- EXISTING REDUCER
- EXISTING WATER VALVE
- EXISTING WATER CURBSTOP
- W EXISTING WATER LINE
- S EXISTING SEWER
- // EXISTING OVERHEAD UTILITIES



NOT FOR CONSTRUCTION

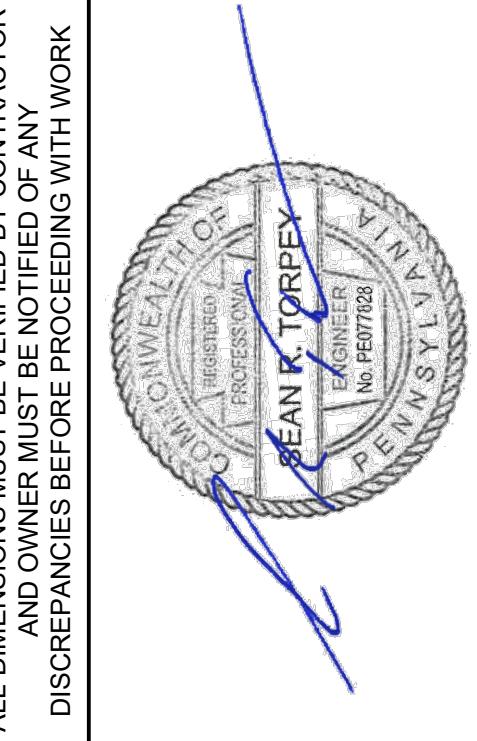
RIDGE ROAD BOOSTER PUMP

PERKASIE, PA 18944

EXISTING FEATURES PLAN

PERKASIE REGIONAL AUTHORITY

SELLERSVILLE, PA 18960



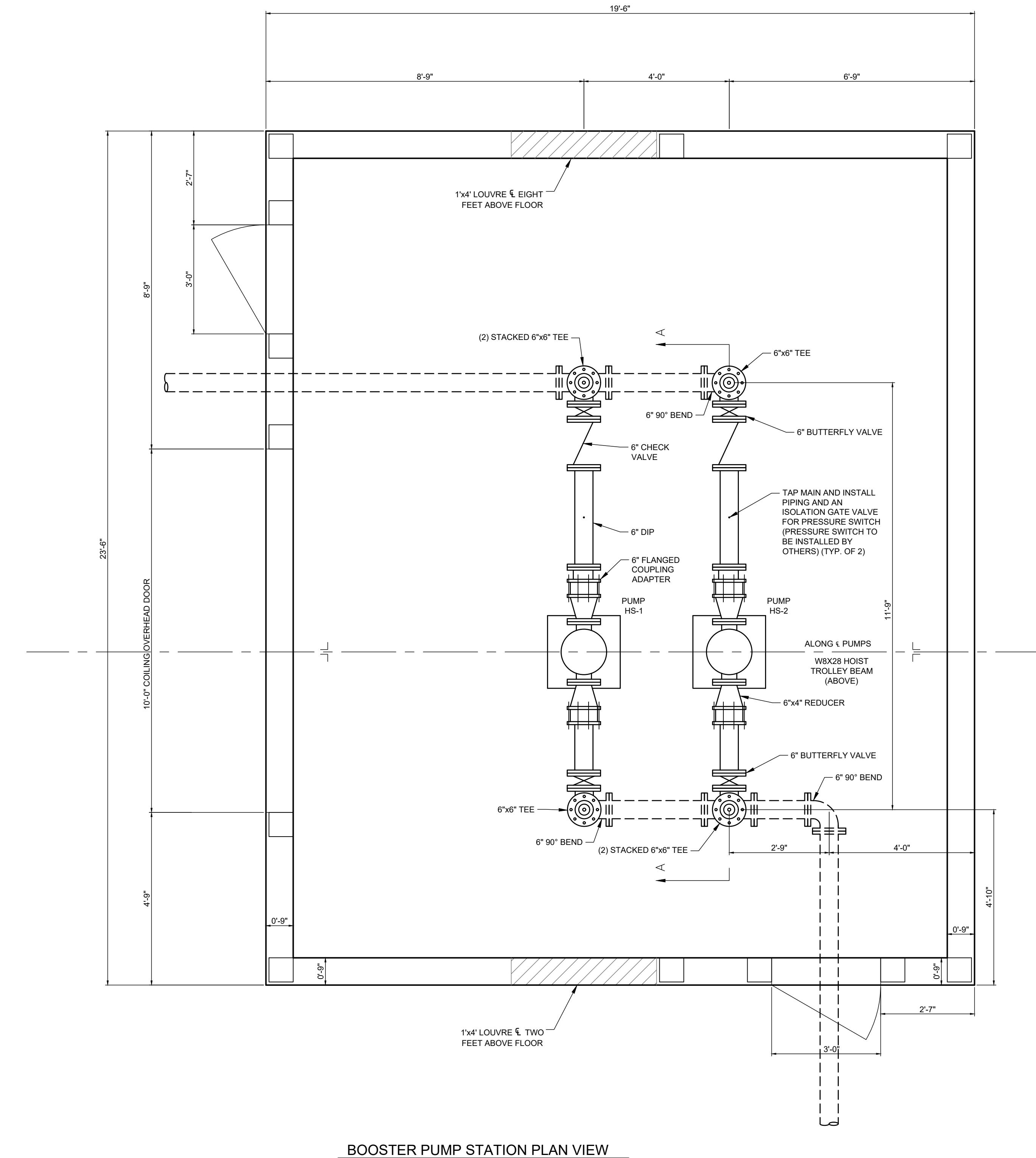
PENNON ASSOCIATES INC.

150 Ridge Road, Suite 2
Sellersville, PA 18960
T 215-257-5711 F 215-257-5766

ALL DOCUMENTS PREPARED BY PENNON ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROPERTY OWNED BY THE CONTRACTOR. THE CONTRACTOR AGREES TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE CONTRACTOR'S BEHALF. PENNON ASSOCIATES OR OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION FROM PENNON ASSOCIATES FOR THE CONTRACTOR'S SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNON ASSOCIATES. AND OWNER AGREES TO INDEMNIFY PENNON ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PEREA25004
DATE 11/07/2025
DRAWING SCALE 1" = 20'
DRAWN BY TLC
APPROVED BY SRT

CS0201
SHEET 3 OF 11



BOOSTER PUMP STATION PLAN VIEW
SCALE: 1" = 2'

SCA

NOTES:

1. ALL UNDERGROUND/UNDER SLAB POTABLE WATER PIPE IS TO BE MECHANICAL JOINT CLASS 52 DUCTILE IRON PIPE WITH EBAA IRON MEGA LUG RESTRAINED JOINTS.
2. ALL UNDERGROUND/ UNDER SLAB POTABLE WATER PIPE FITTINGS, VALVES AND END PLUGS ARE TO BE MECHANICAL JOINT WITH EBAA IRON MEGA LUG RESTRAINED JOINTS.
3. UNLESS, OTHERWISE NOTED, ALL UNDERGROUND/UNDER SLAB TEES, END PLUGS AND BENDS ARE TO HAVE THRUST BLOCKS.
4. METHODS AND MATERIALS ARE TO BE IN ACCORDANCE WITH THE RESPECTIVE MANUFACTURERS' REQUIREMENTS AND THE CONTRACT DOCUMENTS.
5. RAISE ALL EXISTING AND PROPOSED VALVE BOXES TO PROPOSED FINISH GRADE.

REFER TO STRUCTURAL AND ELECTRICAL DRAWINGS FOR
ADDITIONAL INFORMATION.

SEQUENCE

1. CONTRACTOR SHALL PERFORM ALL REQUIRED GRADING INCLUDING INSTALLATION OF SOIL EROSION CONTROL MEASURES.
2. CONTRACTOR SHALL INSTALL ALL UNDER SLAB PIPING.
3. CONTRACTOR SHALL INSTALL BUILDING FOUNDATION.
4. CONTRACTOR SHALL INSTALL TWO PIPE PENETRATIONS OF FOUNDATION STEM WALL.
5. CONTRACTOR SHALL EXTEND PIPING ABOVE GROUND.
6. CONTRACTOR SHALL INSTALL REINFORCED CONCRETE SLAB.
7. CONTRACTOR SHALL INSTALL ALL UNDERGROUND PIPING. DURING THIS CONSTRUCTION, A PRE-FABRICATED STRUCTURE SHALL BE INSTALLED (BY OTHERS). CONTRACTOR SHALL TEMPORARILY STOP ALL WORK IN THE VICINITY OF THE PROPOSED STRUCTURE INSTALLATION. CONTRACTOR SHALL NOT BE COMPENSATED FOR THE TEMPORARY STOPPAGE OF WORK.
8. AFTER INSTALLATION OF STRUCTURE IS COMPLETE, CONTRACTOR SHALL INSTALL ALL ABOVE GROUND PIPING, VALVES, PUMPS AND FITTINGS.
9. CONTRACTOR SHALL PERFORM ALL REQUIRED GRADING INCLUDING INSTALLATION OF STONE DRIVE AND REMOVAL OF SOIL EROSION CONTROL MEASURES.

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT. THEY ARE NOT INTENDED OR REPRESENTED TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE EXTENSIONS OF THE PROJECT OR ON ANY OTHER PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY PENNONI ASSOCIATES FOR THE SPECIFIC PURPOSE INTENDED WILL BE AT OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES; AND OWNER SHALL INDEMNIFY AND HOLD HARMLESS PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PEREA25004

11/07/2025

1" = 2'

TLC

SRT

S6001

50001

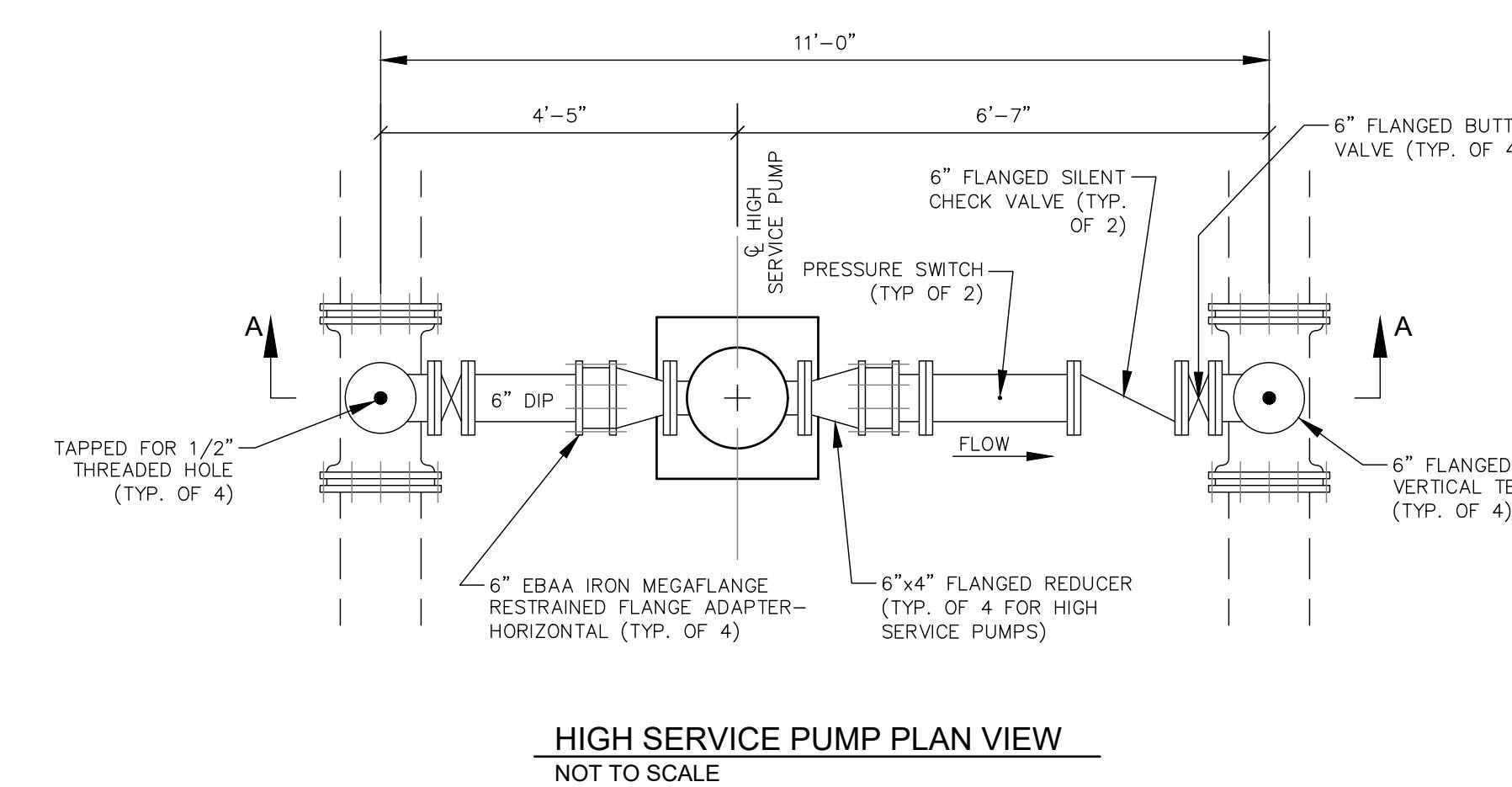
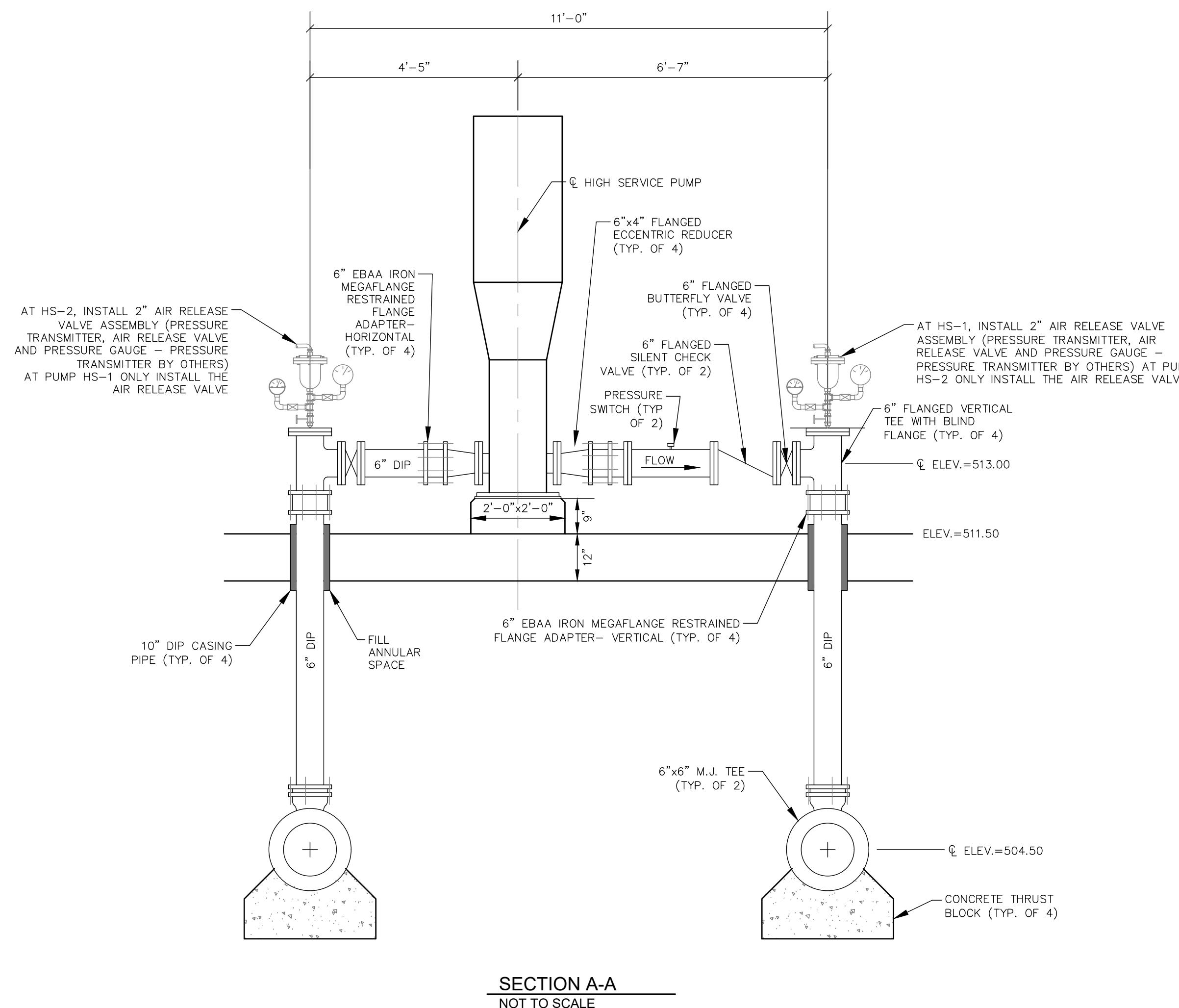
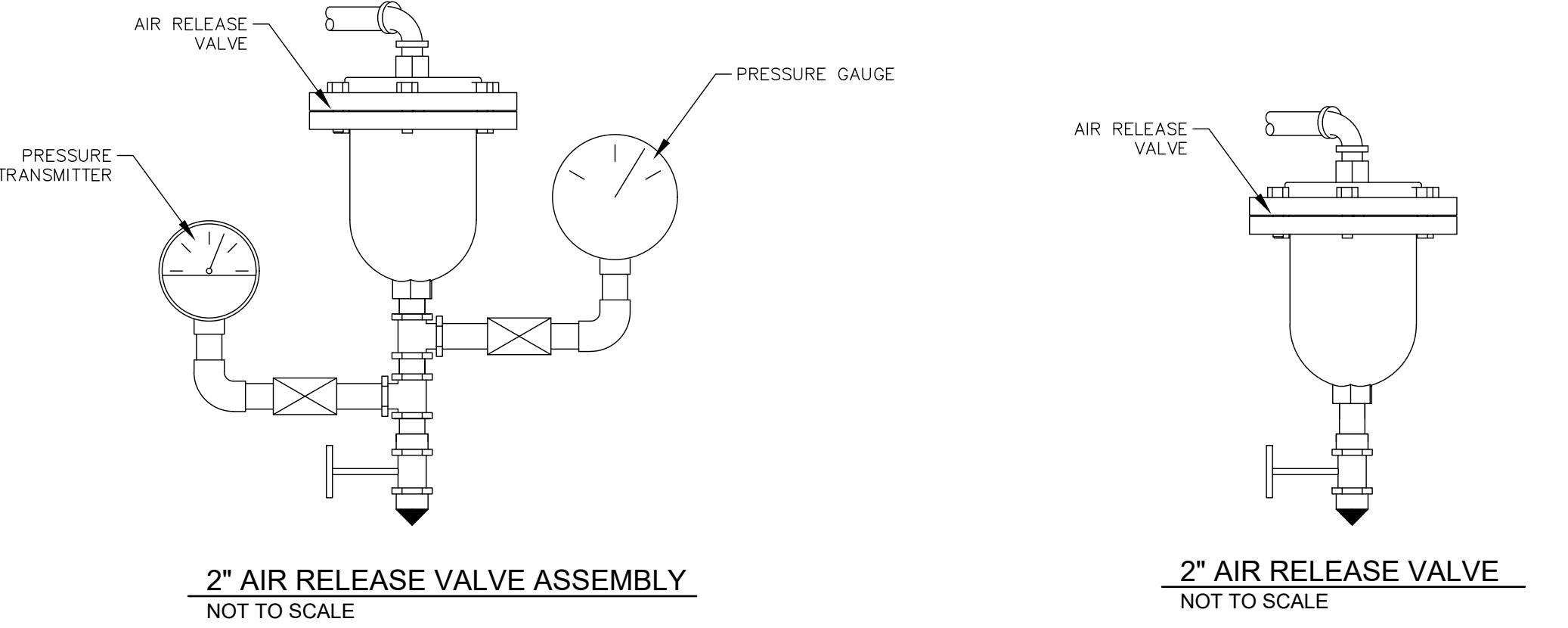
A diagram of a double-stranded DNA molecule. The top strand is labeled '2'' at its 3' end and has a black segment. The bottom strand is labeled '4'' at its 3' end and has a black segment. The two strands are joined at their 5' ends. A black bar representing a heteroduplex region is positioned between the two strands, spanning from the 5' end of strand 2' to the 3' end of strand 4'.

FOR CONSTRUCTION

NOTES:

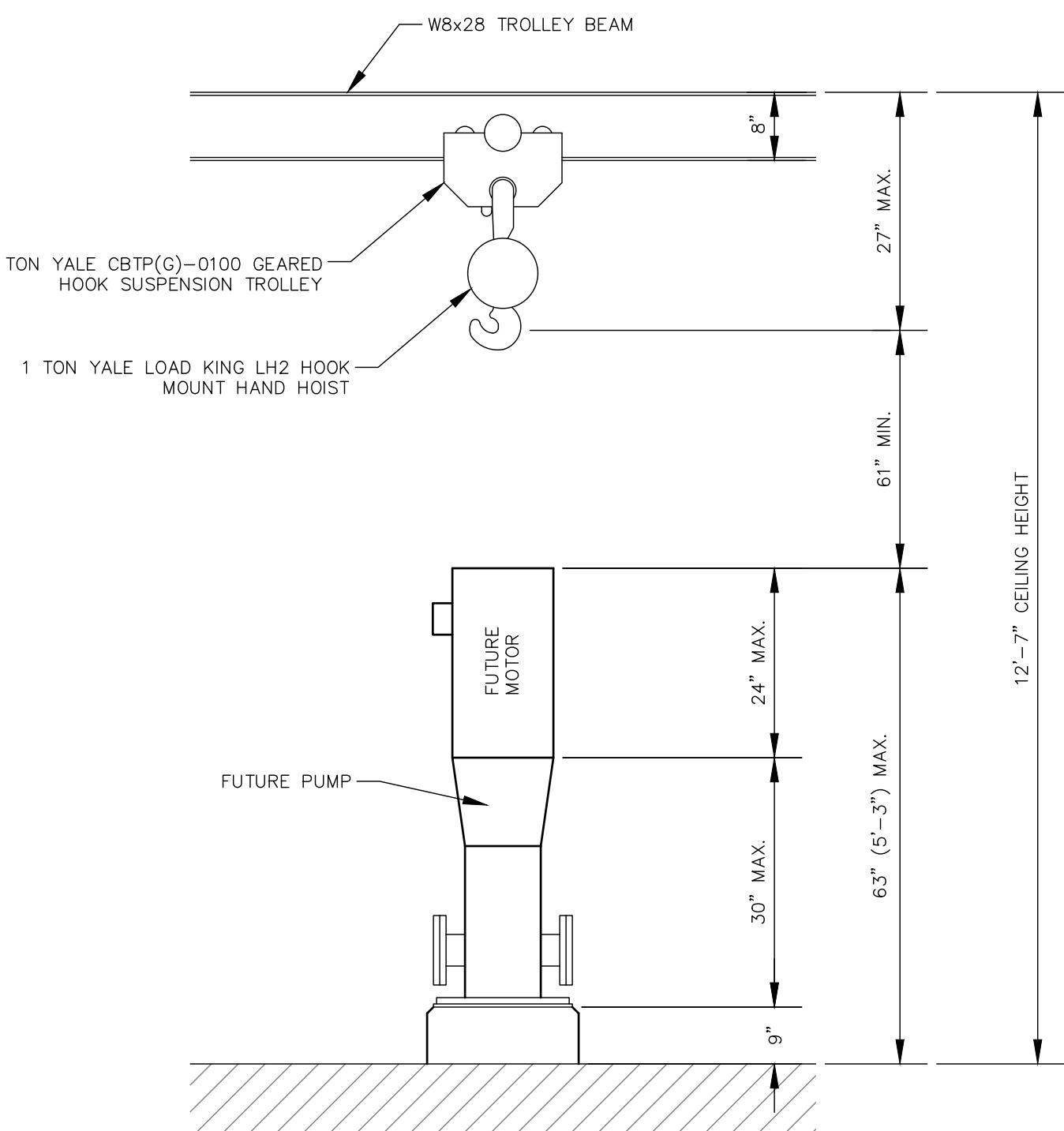
1. ALL UNDERGROUND/UNDER SLAB POTABLE WATER PIPE IS TO BE MECHANICAL JOINT CLASS 52 DUCTILE IRON PIPE WITH EBAA IRON MEGA LUG RESTRAINED JOINTS.
2. ALL UNDERGROUND/ UNDER SLAB POTABLE WATER PIPE FITTINGS, VALVES AND END PLUGS ARE TO BE MECHANICAL JOINT WITH EBAA IRON MEGA LUG RESTRAINED JOINTS.
3. UNLESS, OTHERWISE NOTED, ALL UNDERGROUND/UNDER SLAB TEES, END PLUGS AND BENDS ARE TO HAVE THRUST BLOCKS.
4. METHODS AND MATERIALS ARE TO BE IN ACCORDANCE WITH THE RESPECTIVE MANUFACTURERS' REQUIREMENTS AND THE CONTRACT DOCUMENTS.
5. RAISE ALL EXISTING AND PROPOSED VALVE BOXES TO PROPOSED FINISH GRADE.

REFER TO STRUCTURAL AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.



NOTE REGARDING PRESSURE SWITCH:
MECHANICAL CONTRACTOR TO TAP THE MAIN, INSTALL 1/2" PIPING, AND INSTALL AN ISOLATION GATE VALVE, ELECTRIC CONTRACTOR TO INSTALL PRESSURE SWITCH.

NOTE:
ALL M.J. FITTINGS AND M.J. VALVES MUST HAVE MEGA-LUG RESTRAINED JOINTS



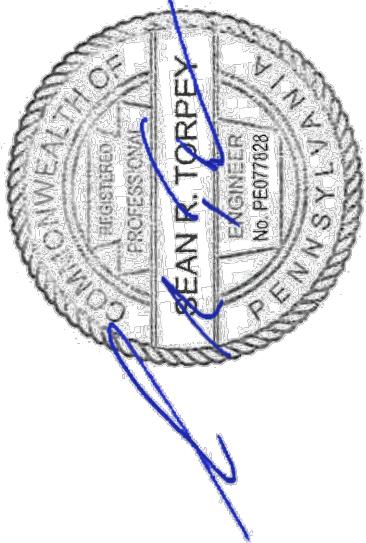
NOTE:
METHODS AND MATERIALS ARE TO BE IN ACCORDANCE WITH THE RESPECTIVE MANUFACTURER'S REQUIREMENTS AND THE CONTRACT DOCUMENTS.

RIDGE ROAD BOOSTER PUMP
PERKASIE, PA 18944
CONSTRUCTION DETAILS
SELLERSVILLE, PA 18960

PERKASIE REGIONAL AUTHORITY
150 RIDGE ROAD
RIDGE AVENUE AND RIDGE ROAD
SELLERSVILLE, PA 18960

PENNONI ASSOCIATES INC.
150 Ridge Road, Suite 2
Sellersville, PA 18960
T 215-257-5766

Pennoni



ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
AND OWNER MUST BE NOTIFIED OF ANY
DISCREPANCIES BEFORE PROCEEDING WITH WORK

BY

REVISIONS	BY

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT AND ARE TO BE CONSTRUED AS BEING MADE TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE PROJECT OR FOR USE IN OTHERS' PROJECTS OR OTHER PROJECTS. ANY REUSE WITHOUT WRITTEN PERMISSION OR ADAPTION BY PENNONI ASSOCIATES FOR THE PROJECT OR OTHER PROJECTS IS PROHIBITED. OWNERS SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES, AND OWNER AGREES TO INDEMNIFY PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PEREA25004
DATE 11/07/2025
DRAWING SCALE NOT TO SCALE
DRAWN BY TLC
APPROVED BY SRT

CS6002
NOT FOR CONSTRUCTION
SHEET 6 OF 11

EROSION AND SEDIMENTATION CONTROL NOTES:

1. ALL EARTH DISTURBANCES, INCLUDING CLEARING AND GRUBBING AS WELL AS CUTS AND FILLS SHALL BE DONE IN ACCORDANCE WITH THE APPROVED E&S PLAN. A COPY OF THE APPROVED DRAWINGS (STAMPED, SIGNED AND DATED BY THE REVIEWING AGENCY) MUST BE AVAILABLE AT THE PROJECT SITE AT ALL TIMES. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.

2. AT LEAST 7 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, INCLUDING CLEARING AND GRUBBING, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, THE E&S PLAN PREPARED, THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE E&S PLAN, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.

3. AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

4. ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION.

5. AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.

6. CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPS SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.

7. AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.

8. TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED, IF NECESSARY, AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.

9. IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OWNER SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.

10. ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1 AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THIS SITE.

11. ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.

12. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.

13. ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.

14. VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY NOR EXIT DIRECTLY FROM LOTS. VEHICLES AND EQUIPMENT MAY ONLY ENTER AND EXIT THE CONSTRUCTION SITE VIA A STABILIZED ROCK CONSTRUCTION ENTRANCE FROM THE ACCESS DRIVE.

15. UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT BMPS SHALL BE MAINTAINED PROPERLY. MAINTENANCE SHALL INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT BMPS AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. THE OWNER SHALL MAINTAIN AND HAVE AVAILABLE TO BUCKS COUNTY CONSERVATION DISTRICT COMPLETE, WRITTEN INSPECTION LOGS OF ALL THOSE INSPECTIONS. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESeedING, REMULCHING AND REMETTING MUST BE PERFORMED IMMEDIATELY. IF THE E&S BMPS FAIL TO PERFORM AS EXPECTED, REPLACEMENT BMPs, OR MODIFICATIONS OF THOSE INSTALLED WILL BE REQUIRED.

16. A LOG SHOWING DATES THAT E&S BMPs WERE INSPECTED AS WELL AS ANY DEFICIENCIES FOUND AND THE DATE THEY WERE CORRECTED SHALL BE MAINTAINED ON THE SITE AND BE MADE AVAILABLE TO REGULATORY AGENCY OFFICIALS AT THE TIME OF INSPECTION.

17. SEDIMENT TRACKED ONTO ANY PUBLIC ROADWAY OR SIDEWALK SHALL BE RETURNED TO THE CONSTRUCTION SITE BY THE END OF EACH WORK DAY AND DISPOSED IN THE MANNER DESCRIBED IN THIS PLAN. IN NO CASE SHALL THE SEDIMENT BE WASHED, SHOVED, OR SWEPT INTO ANY ROADSIDE DITCH, STORM SEWER, OR SURFACE WATER.

18. ALL SEDIMENT REMOVED FROM BMPs SHALL BE DISPOSED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. SEDIMENT REMOVED FROM BMPs SHALL BE DISPOSED IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED, OR PLACED IN TOPSOIL STOCKPILES.

19. AREAS WHICH ARE TO BE TOPSOILED SHALL BE SCARIFIED TO A MINIMUM DEPTH OF 3 TO 5 INCHES - 6 TO 12 INCHES ON COMPACTED SOILS - PRIOR TO PLACEMENT OF TOPSOIL. AREAS TO BE VEGETATED SHALL HAVE A MINIMUM 4 INCHES OF TOPSOIL IN PLACE PRIOR TO SEEDING AND MULCHING. FILL OUTSLOPES SHALL HAVE A MINIMUM OF 2 INCHES OF TOPSOIL.

20. ALL FILLS SHALL BE COMPAKTED AS REQUIRED TO REDUCE EROSION, SLIPPAge, SETTLEMENT, SUBSIDENCE OR OTHER RELATED PROBLEMS. FILL INTENDED TO SUPPORT BUILDINGS, STRUCTURES AND CONDUITS, ETC. SHALL BE COMPAKTED IN ACCORDANCE WITH LOCAL REQUIREMENTS OR CODES.

21. ALL EARTHEN FILLS SHALL BE PLACED IN COMPAKTED LAYERS NOT TO EXCEED 9 INCHES IN THICKNESS.

22. FILL MATERIAL SHALL BE FREE OF FROZEN PARTICLES, BRUSH, ROOTS, SOD, OR OTHER FOREIGN OR OBJECTIONABLE MATERIALS THAT WOULD INTERFERE WITH OR PREVENT CONSTRUCTION OF SATISFACTORY FILLS.

23. FROZEN MATERIALS OR SOFT, MUCKY, OR HIGHLY COMPRESSIBLE MATERIALS SHALL NOT BE INCORPORATED INTO FILLS.

24. FILL SHALL NOT BE PLACED ON SATURATED OR FROZEN SURFACES.

25. SEEP OR SPRINGS ENCOUNTERED DURING CONSTRUCTION SHALL BE HANDLED IN ACCORDANCE WITH THE STANDARD AND SPECIFICATION FOR SUBSURFACE DRAIN OR OTHER APPROVED METHOD.

26. ALL GRADED AREAS SHALL BE PERMANENTLY STABILIZED IMMEDIATELY UPON REACHING FINISHED GRADE. CUT SLOPES IN COMPETENT BEDROCK AND ROCK FILLS NEED NOT BE VEGETATED. SEDED AREAS WITHIN 50 FEET OF A SURFACE WATER, OR AS OTHERWISE SHOWN ON THE PLAN DRAWINGS, SHALL BE BLANKETED ACCORDING TO THE STANDARDS OF THIS PLAN.

27. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE IN ANY AREA OR SUBAREA OF THE PROJECT, THE OWNER SHALL STABILIZE ALL DISTURBED AREAS. DURING NON-GERMINATING MONTHS, MULCH OR OTHER PROTECTIVE MATERIAl SHALL BE APPLIED AS DESCRIBED IN THE PLAN. AREAS NOT AT FINISHED GRADE, WHICH WILL BE REACTIVATED WITHIN 1 YEAR, MAY BE STABILIZED IN ACCORDANCE WITH THE TEMPORARY STABILIZATION SPECIFICATIONS. THOSE AREAS WHICH WILL NOT BE REACTIVATED WITHIN 1 YEAR SHALL BE STABILIZED IN ACCORDANCE WITH THE PERMANENT STABILIZATION SPECIFICATIONS.

28. PERMANENT STABILIZATION IS DEFINED AS A MINIMUM UNIFORM, PERENNIAL 70% VEGETATIVE COVER OR OTHER PERMANENT NON-VEGETATIVE COVER WITH A DENSITY SUFFICIENT TO RESIST ACCELERATED EROSION. CUT AND FILL SLOPES SHALL BE CAPABLE OF RESISTING FAILURE DUE TO SLUMPING, SLIDING, OR OTHER MOTION MOVEMENTS.

29. EROSION AND SEDIMENT BMPs MUST BE CONSTRUCTED, STABILIZED, AND FUNCTIONAL BEFORE SITE DISTURBANCE BEGINS WITHIN THE TRIBUTARY AREAS OF THOSE BMPs. E&S BMPs SHALL REMAIN FUNCTIONAL AS SUCH UNTIL ALL AREAS TRIBUTARY TO THEM ARE PERMANENTLY STABILIZED OR UNTIL THEY ARE REPLACED BY ANOTHER BMP APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT.

30. UPON COMPLETION OF EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT FOR AN INSPECTION PRIOR TO REMOVAL/CONVERSION OF THE E&S BMPs.

31. AFTER FINAL SITE STABILIZATION HAS BEEN ACHIEVED, TEMPORARY EROSION AND SEDIMENT BMPs MUST BE REMOVED OR CONVERTED TO PERMANENT POST CONSTRUCTION STORMWATER MANAGEMENT BMPs. AREAS DISTURBED DURING REMOVAL OR CONVERSION OF THE BMPs SHALL BE STABILIZED IMMEDIATELY. IN ORDER TO ENSURE RAPID REVEGETATION OF DISTURBED AREAS, SUCH REMOVAL/CONVERSIONS ARE TO BE DONE ONLY DURING THE GERMINATING SEASON.

32. UPON COMPLETION OF ALL EARTH DISTURBANCE ACTIVITIES AND PERMANENT STABILIZATION OF ALL DISTURBED AREAS, THE OWNER AND/OR OPERATOR SHALL CONTACT THE LOCAL CONSERVATION DISTRICT TO SCHEDULE A FINAL INSPECTION.

33. FAILURE TO CORRECTLY INSTALL E&S BMPs, FAILURE TO PREVENT SEDIMENT-LADEN RUNOFF FROM LEAVING THE CONSTRUCTION SITE OR FAILURE TO TAKE IMMEDIATE CORRECTIVE ACTION TO RESOLVE FAILURE OF E&S BMPs MAY RESULT IN ADMINISTRATIVE, CIVIL, AND/OR CRIMINAL PENALTIES BEING INSTITUTED BY THE DEPARTMENT AS DEFINED IN SECTION 602 OF THE CLEAN STREAMS LAW. THE CLEAN STREAMS LAW PROVIDES FOR UP TO \$10,000 PER DAY IN CIVIL PENALTIES, UP TO \$10,000 IN SUMMARY CRIMINAL PENALTIES, AND UP TO \$25,000 IN MISDEMEANOR CRIMINAL PENALTIES FOR EACH VIOLATION.

34. CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ON THE PLAN DRAWINGS. IN NO CASE SHALL IT BE ALLOWED TO ENTER ANY SURFACE WATERS OR GROUNDWATER SYSTEMS.

35. EROSION CONTROL BLANKETING SHALL BE INSTALLED ON ALL SLOPES 3H:1V OR STEEPER WITHIN 50 FEET OF A SURFACE WATER AND ON ALL OTHER DISTURBED AREAS SPECIFIED ON THE PLAN MAPS AND/OR DETAIL SHEETS.

36. IN THE EVENT OF SINKHOLE DISCOVERY A PROFESSIONAL GEOLOGIST OR ENGINEER WILL BE CONTACTED CONCERNING MITIGATION. ADDITIONALLY, THE BUCKS COUNTY CONSERVATION DISTRICT WILL BE MADE AWARE OF THE SINKHOLE DISCOVERY IMMEDIATELY.

37. THE OWNER SHALL ASSURE THAT THE APPROVED EROSION AND SEDIMENT CONTROL PLAN IS PROPERLY AND COMPLETELY IMPLEMENTED.

38. THE CONTRACTOR IS ADVISED TO BECOME THOROUGHLY FAMILIAR WITH THE PROVISIONS OF THE APPENDIX 64, EROSION CONTROL RULES AND REGULATIONS, TITLE 25, PART 1, DEPARTMENT OF ENVIRONMENTAL PROTECTION, SUBPART C, PROTECTION OF NATURAL RESOURCES, ARTICLE III, WATER RESOURCES, CHAPTER 102, EROSION CONTROL.

39. THE E&S CONTROL PLAN MAPPING MUST DISPLAY A PA ONE CALL SYSTEM INCORPORATED SYMBOL INCLUDING THE SITE IDENTIFICATION NUMBER. (THIS IS A NUMBERED SYMBOL NOT A NOTE.)

40. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN

EROSION AND SEDIMENTATION CONTROL PLAN NOTES:

1. THE E&S PLANS HAVE BEEN DESIGNED TO:

- MINIMIZE THE EXTENT AND DURATION OF EARTH DISTURBANCE.
- MAXIMIZE THE PROTECTION OF EXISTING DRAINAGE FEATURES AND VEGETATION.
- MINIMIZE SOIL COMPACTION.
- UTILIZE OTHER MEASURES OR CONTROLS THAT PREVENT OR MINIMIZE GENERATION OF INCREASED STORMWATER RUNOFF.

2. BEFORE SEEDING, APPLY APPROPRIATE SOIL MODIFICATIONS.

3. INSTALL EROSION/SEED BLANKET WHERE NEEDED.

4. WATER AND MAINTAIN ALL LAWN AREAS.

5. RESEED BARE OR THIN AREAS AS DIRECTED BY THE ENGINEER.

6. IF GROUND COVER IS NOT OTHERWISE SPECIFIED ON THE APPROVED LANDSCAPING PLANS, USE SEED MIXTURE.

7. APPLY STRAW MULCH AT 3.0 TON/ACRE IMMEDIATELY AFTER SEEDING.

8. APPLY STRAW AND MULCH DURING NON-GROWING SEASONS (NOVEMBER - MARCH)

9. USE SOD WHERE THERE IS A HEAVY CONCENTRATION OF WATER AND IT IS IMPORTANT TO GET A QUICK VEGETATIVE COVER IN ORDER TO PREVENT GULLEYING. USE SOD AT THE DIRECTION OF THE TOWNSHIP ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.

10. HYDROSEEDING SHALL BE AN ACCEPTABLE ALTERNATIVE TO THE ABOVE SEEDING WHEN PERFORMED IN ACCORDANCE WITH PENNODOT PUB. 408 SECTIONS 804 AND 805 AND APPROVED BY THE SITE ENGINEER.

PERMANENT SEEDING SITE PREPARATION:

PERMANENT STABILIZATION OF THE ALL EXPOSED EARTH SURFACES AFTER THE COMPLETION OF THE SITE GRADING AND IMPROVEMENTS SHALL BE ACCOMPLISHED BY THE FOLLOWING METHODS AND MATERIALS:

1. AFTER INSTALLATION OF THE NEEDED SURFACE WATER CONTROL MEASURES, PERFORM ALL CULTURAL OPERATIONS AT RIGHT ANGLES TO THE SLOPE.
2. OBTAIN SOILS TESTING FROM AN INDEPENDENT LABORATORY TO DETERMINE NECESSARY SOILS MODIFICATIONS.
3. IN THE ABSENCE OF SOILS TESTING, APPLY AGRICULTURAL GRADE LIMESTONE AT THE MINIMUM RATE OF SIX TONS LIMESTONE PER ACRE (276 LBS. PER 1,000 SQUARE FEET).
4. IN THE ABSENCE OF SOILS TESTING, WORK IN FERTILIZER AT THE RATE OF 1000 LBS. OF 10-20-20 OR EQUIVALENT PER ACRE.
5. SMOOTH AND FIRM SEDED AREAS WITH CULTIPACKER, OR OTHER SIMILAR EQUIPMENT, PRIOR TO SEEDING.
6. APPLY SEED.
7. COVER GRASS SEEDS WITH 1/4 INCH OF TOPSOIL WITH SUITABLE EQUIPMENT.
8. APPLY STRAW MULCH AT A RATE OF 3.0 TON PER ACRE IMMEDIATELY AFTER SEEDING.
9. USE SOD WHERE THERE IS A HEAVY CONCENTRATION OF WATER AND IT IS IMPORTANT TO GET A QUICK VEGETATIVE COVER IN ORDER TO PREVENT GULLEYING. USE SOD AT THE DIRECTION OF THE TOWNSHIP ENGINEER OR HIS AUTHORIZED REPRESENTATIVE.
10. HYDROSEEDING SHALL BE AN ACCEPTABLE ALTERNATIVE TO THE ABOVE SEEDING WHEN PERFORMED IN ACCORDANCE WITH PENNODOT PUB. 408 SECTIONS 804 AND 805 AND APPROVED BY THE SITE ENGINEER.

EROSION AND SEDIMENTATION MAINTENANCE:

1. DURING THE LIFE OF THE PROJECT, ALL EROSION AND SEDIMENTATION CONTROL DEVICES MUST BE PROPERLY MAINTAINED. MAINTENANCE SHALL INCLUDE THE INSPECTION OF EROSION CONTROL FACILITIES AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS, UNLESS SPECIFIED. THE REVIEWING AGENCY SHALL BE NOTIFIED OF ANY CHANGES TO THE APPROVED PLAN PRIOR TO IMPLEMENTATION OF THOSE CHANGES. THE REVIEWING AGENCY MAY REQUIRE A WRITTEN SUBMITTAL OF THOSE CHANGES FOR REVIEW AND APPROVAL AT ITS DISCRETION.

2. UNTIL THE SITE IS STABILIZED ALL EROSION AND SEDIMENTATION BMPs MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENTATION BMPs AFTER EACH RUNOFF EVENT AND ON A WEEKLY BASIS. ALL SITE INSPECTIONS WILL BE DOCUMENTED IN AN INSPECTION LOG KEPT FOR THIS PURPOSE. THE COMPLIANCE ACTIONS AND THE DATE, TIME AND NAME OF THE PERSON CONDUCTING THE INSPECTION. THE INSPECTION LOG WILL BE KEPT ON SITE AT ALL TIMES AND MADE AVAILABLE TO DEP UPON REQUEST.

3. WHERE BMPs ARE FOUND TO FAIL TO ALLEVIATE EROSION OR SEDIMENT POLLUTION THE PERMITTEE OR CO-PERMITTEE NOTIFY THE BUCKS COUNTY CONSERVATION DISTRICT OF THE FAILURE AND SHALL INCLUDE THE FOLLOWING INFORMATION:

1. THE LOCATION AND SEVERITY OF THE BMPs FAILURE AND ANY POLLUTION EVENTS.
2. ALL STEPS TAKEN TO, REDUCE, ELIMINATE AND PREVENT THE RECURRENT OF THE NON-COMPLIANCE.
3. THE TIME FRAME TO CORRECT THE NON-COMPLIANCE, INCLUDING THE EXACT DATES WHEN THE ACTIVITY WILL RETURN TO COMPLIANCE.

4. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESeedING, REMULCHING AND REMETTING MUST BE PERFORMED IMMEDIATELY, IF EROSION AND SEDIMENTATION BMPs FAIL TO PERFORM AS EXPECTED. REPLACEMENT BMPs OR MODIFICATIONS OF THOSE INSTALLED WILL BE NEEDED.

5. SEDED AREAS THAT HAVE WASHED AWAY SHALL BE FILLED AND GRADED, AS NECESSARY, AND THEN RESEDED. A STRAW COVER SHALL BE APPLIED TO RETAIN THE SEED ALONG WITH AN ANCHORING METHOD DESCRIBED ON THE ATTACHED MULCH ANCHORING GUIDE, UNTIL IT HAS A CHANCE TO ROOT PROPERLY.

6. IMMEDIATELY AFTER EARTH DISTURBANCE ACTIVITIES CEASE, THE OWNER SHALL STABILIZE ANY AREAS DISTURBED BY THE ACTIVITIES DURING NON-GERMINATING PERIODS. MULCH MUST BE APPLIED AT THE SPECIFIED RATES. DISTURBED AREAS WHICH ARE NOT AT FINISHED GRADE AND WHICH WILL BE REDISTURBED WITHIN 1 YEAR MUST BE STABILIZED IN ACCORDANCE WITH THE PERMANENT VEGETATIVE STABILIZATION SPECIFICATIONS.

7. SEDIMENT REMOVED FROM BMPs SHALL BE DISPOSED OF IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES AND IMMEDIATELY STABILIZED, OR PLACED IN TOPSOIL STOCKPILES.

8. INLET FILTER BAGS SHALL BE CLEARED OUT OR REPLACED WHEN BAG IS HALF FULL.

9. SEDIMENT SHALL BE REMOVED FROM COMPOST FILTER SOCKS WHEN REACHING ONE HALF THE HEIGHT OF THE SOCK, IF USED.

10. THE CONTRACTOR SHALL INSPECT ALL ROCK CONSTRUCTION ENTRANCES ON A DAILY BASIS AND SHALL ENSURE THAT SEDIMENT IS NOT BEING TRACKED ONTO PUBLIC STREETS. SEDIMENT THAT IS TRACKED ONTO PUBLIC STREETS SHALL BE COLLECTED AND RETURNED TO THE SITE OR OTHERWISE PROPERLY REMOVED BY A STREET SWEEPER.

11. EROSION CONTROL BLANKETING SHALL BE INSTALLED ON ALL SLOPES 3H:1V OR STEEPER WITHIN 50 FEET OF SURFACE WATER AND ON ALL OTHER DISTURBED AREAS SPECIFIED ON THE PLAN MAPS AND/OR DETAIL SHEETS, IF USED.

12. FILL MATERIAL FOR EMBANKMENTS SHALL BE FREE OF ROOTS, OR OTHER WOODY VEGETATION, ORGANIC MATERIAL, LARGE STONES, AND OTHER OBJECTIONABLE MATERIALS. THE EMBANKMENT SHALL BE COMPAKTED IN MAXIMUM 6 INCH LAYERED LIFTS AT 95% DENSITY.

13. THE CONCRETE WASHOUT AREA (CWA) SHALL BE REPAVED, CLEANED OR ENLARGED AS NECESSARY TO MAINTAIN CAPACITY FOR CONCRETE WASTE. CONCRETE MATERIALS, ACCUMULATED IN PIT, SHALL BE REMOVED ONCE THE MATERIALS HAVE REACHED A DEPTH OF 2'.

14. CONCRETE WASHOUT WATER, WASTED PIECES OF CONCRETE AND ALL OTHER DEBRIS IN THE SUBSURFACE PIT SHALL BE TRANSPORTED FROM THE JOB SITE IN A WATER-TIGHT CONTAINER AND DISPOSED OF PROPERLY.

15. THE CWA SHALL REMAIN IN PLACE UNTIL ALL CONCRETE FOR THE PROJECT IS PLACED.

16. WHEN THE CWA IS REMOVED, COVER THE DISTURBED AREA WITH TOP SOIL, SEED AND MULCH OR OTHERWISE STABILIZED IN A MANNER APPROVED BY THE LOCAL JURISDICTION.

17. CONCRETE WASH WATER SHALL BE HANDLED IN THE MANNER DESCRIBED ABOVE. IN NO CASE SHALL IT BE ALLOWED TO ENTER THE SURFACE WATERS OR GROUNDWATER SYSTEMS.

SEQUENCE OF CONSTRUCTION:

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE FOLLOWING SEQUENCE. EACH STAGE SHALL BE COMPLETED IN COMPLIANCE WITH CHAPTER 102 REGULATIONS BEFORE ANY FOLLOWING STAGE IS INITIATED. DISTURBED AREAS SHALL BE IMMEDIATELY STABILIZED.

PRIOR TO VERTICAL CONSTRUCTION, A STABLE BASE WILL BE ESTABLISHED AND MAINTAINED, TO AVOID ACCELERATED EROSION.

AT LEAST 7 DAYS BEFORE STARTING ANY EARTH DISTURBANCE ACTIVITIES, THE OWNER AND/OR OPERATOR SHALL INVITE ALL CONTRACTORS, THE LANDOWNER, APPROPRIATE MUNICIPAL OFFICIALS, THE E&S PLAN PREPARED, THE LICENSED PROFESSIONAL RESPONSIBLE FOR OVERSIGHT OF CRITICAL STAGES OF IMPLEMENTATION OF THE E&S PLAN, AND A REPRESENTATIVE FROM THE LOCAL CONSERVATION DISTRICT TO AN ON-SITE PRECONSTRUCTION MEETING.

AT LEAST 3 DAYS PRIOR TO STARTING ANY EARTH DISTURBANCE ACTIVITIES, OR EXPANDING INTO AN AREA PREVIOUSLY UNMARKED, THE PENNSYLVANIA ONE CALL SYSTEM INC. SHALL BE NOTIFIED AT 1-800-242-1776 FOR THE LOCATION OF EXISTING UNDERGROUND UTILITIES.

ALL EARTH DISTURBANCE ACTIVITIES SHALL PROCEED IN ACCORDANCE WITH THE SEQUENCE PROVIDED ON THE PLAN DRAWINGS. DEVIATION FROM THAT SEQUENCE MUST BE APPROVED IN WRITING FROM THE LOCAL CONSERVATION DISTRICT OR BY THE DEPARTMENT PRIOR TO IMPLEMENTATION.

AREAS TO BE FILLED ARE TO BE CLEARED, GRUBBED, AND STRIPPED OF TOPSOIL TO REMOVE TREES, VEGETATION, ROOTS AND OTHER OBJECTIONABLE MATERIAL.

CLEARING, GRUBBING, AND TOPSOIL STRIPPING SHALL BE LIMITED TO THOSE AREAS DESCRIBED IN EACH STAGE OF THE CONSTRUCTION SEQUENCE. GENERAL SITE CLEARING, GRUBBING AND TOPSOIL STRIPPING MAY NOT COMMENCE IN ANY STAGE OR PHASE OF THE PROJECT UNTIL THE E&S BMPs SPECIFIED BY THE BMP SEQUENCE FOR THAT STAGE OR PHASE HAVE BEEN INSTALLED AND ARE FUNCTIONING AS DESCRIBED IN THIS E&S PLAN.

AT NO TIME SHALL CONSTRUCTION VEHICLES BE ALLOWED TO ENTER AREAS OUTSIDE THE LIMIT OF DISTURBANCE BOUNDARIES SHOWN ON THE PLAN MAPS. THESE AREAS MUST BE CLEARLY MARKED AND FENCED OFF BEFORE CLEARING AND GRUBBING OPERATIONS BEGIN.

TOPSOIL REQUIRED FOR THE ESTABLISHMENT OF VEGETATION SHALL BE STOCKPILED, IF NECESSARY, AT THE LOCATION(S) SHOWN ON THE PLAN MAP(S) IN THE AMOUNT NECESSARY TO COMPLETE THE FINISH GRADING OF ALL EXPOSED AREAS THAT ARE TO BE STABILIZED BY VEGETATION. EACH STOCKPILE SHALL BE PROTECTED IN THE MANNER SHOWN ON THE PLAN DRAWINGS. STOCKPILE HEIGHTS SHALL NOT EXCEED 35 FEET. STOCKPILE SLOPES SHALL BE 2H:1V OR FLATTER.

IMMEDIATELY UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE OWNER SHALL IMPLEMENT APPROPRIATE BEST MANAGEMENT PRACTICES TO MINIMIZE THE POTENTIAL FOR EROSION AND SEDIMENT POLLUTION AND NOTIFY THE LOCAL CONSERVATION DISTRICT AND/OR THE REGIONAL OFFICE OF THE DEPARTMENT.

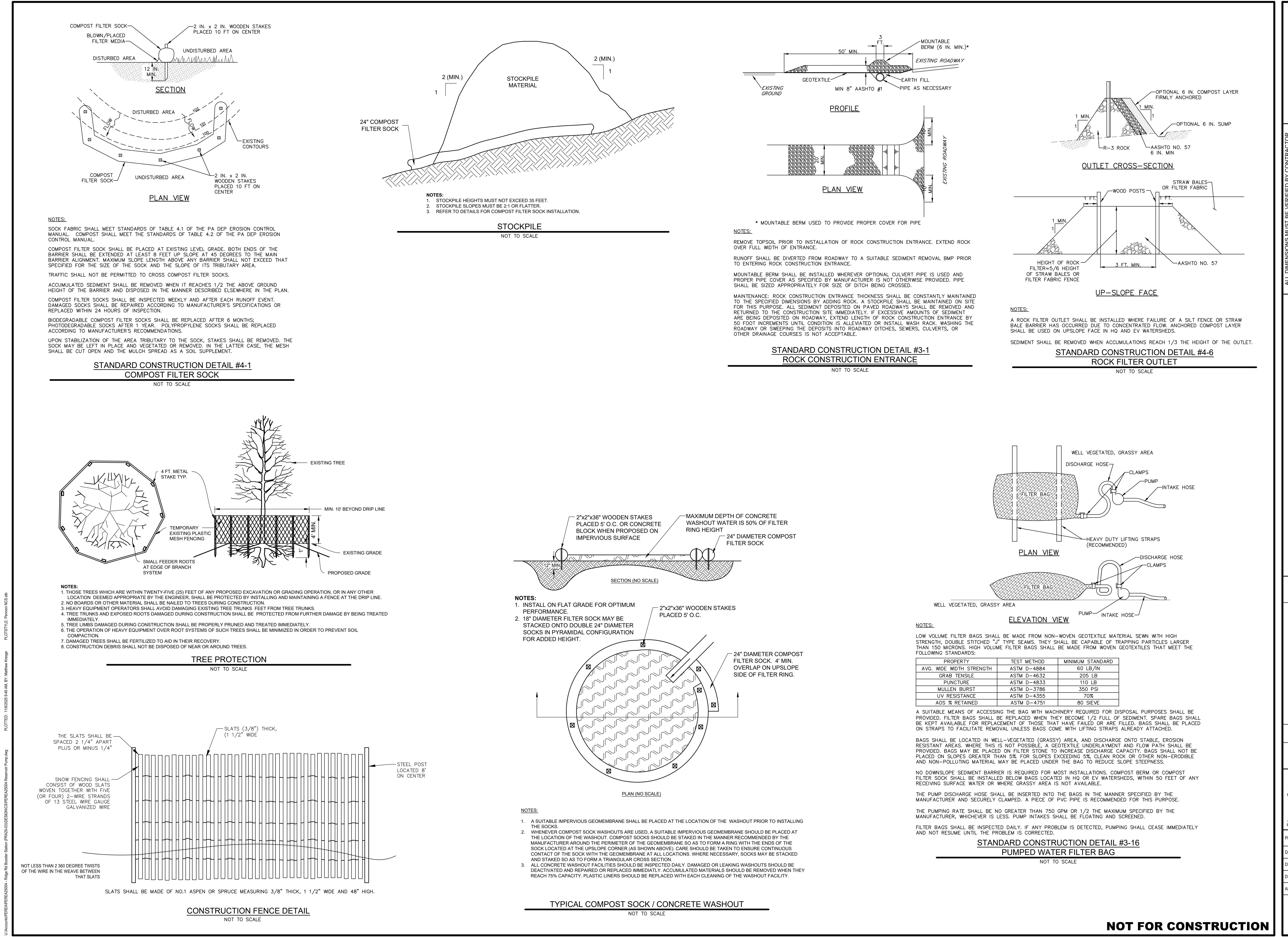
ALL BUILDING MATERIALS AND WASTES SHALL BE REMOVED FROM THE SITE AND RECYCLED OR DISPOSED OF IN ACCORDANCE WITH THE DEPARTMENT'S SOLID WASTE MANAGEMENT REGULATIONS AT 25 PA. CODE 260.1 ET SEQ., 271.1 AND 287.1 ET. SEQ. NO BUILDING MATERIALS OR WASTES OR UNUSED BUILDING MATERIALS SHALL BE BURNED, BURIED, DUMPED, OR DISCHARGED AT THIS SITE.

ALL OFF-SITE WASTE AND BORROW AREAS MUST HAVE AN E&S PLAN APPROVED BY THE LOCAL CONSERVATION DISTRICT OR THE DEPARTMENT FULLY IMPLEMENTED PRIOR TO BEING ACTIVATED.

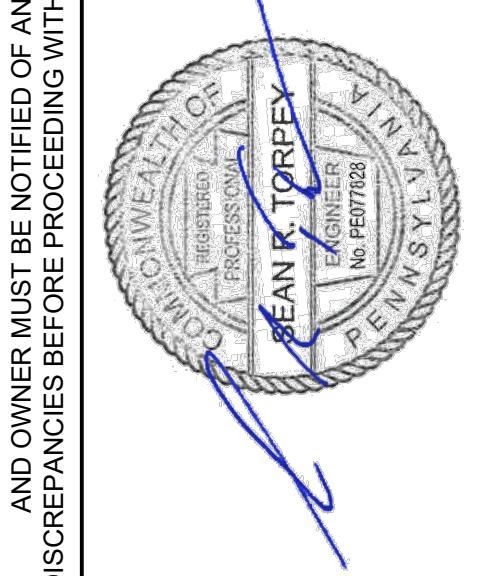
THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT ANY MATERIAL BROUGHT ON SITE IS CLEAN FILL. FORM FP-001 MUST BE RETAINED BY THE PROPERTY OWNER FOR ANY FILL MATERIAL AFFECTED BY A SPILL OR RELEASE OF A REGULATED SUBSTANCE BUT QUALIFYING AS CLEAN FILL DUE TO ANALYTICAL TESTING.

ALL PUMPING OF WATER FROM ANY WORK AREA SHALL BE DONE ACCORDING TO THE PROCEDURE DESCRIBED IN THIS PLAN, OVER UNDISTURBED VEGETATED AREAS. ALL PUMPING OF SEDIMENT LADEN WATER SHALL BE THROUGH A SEDIMENT CONTROL BMP, SUCH AS A PUMPED WATER FILTER BAG DISCHARGING OVER NON-DISTURBED AREAS.

VEHICLES AND EQUIPMENT MAY NEITHER ENTER DIRECTLY NOR EXIT DIRECTLY FROM LOTS. VEHICLES AND EQUIPMENT MAY ONLY ENTER AND EXIT THE CONSTRUCTION SITE VIA A STABILIZED ROCK CONSTRUCTION ENTRANCE FROM THE ACCESS DRIVE.



Pennoni
PENNONI ASSOCIATES INC.
150 Ridge Road, Suite 2
Sellersville, PA 18960
T 215-257-5711



EROSION AND SEDIMENT CONTROL DETAILS

RIDGE ROAD BOOSTER PUMP
PERKASIE REGIONAL AUTHORITY
RIDGE AVENUE AND RIDGE ROAD
PERKASIE, PA 18944
SELLERSVILLE, PA 18960

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE PROJECT AND ARE NOT TO BE CONSTRUED AS AN AGREEMENT TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS ON THE PROJECT OR ANY OTHER PROJECT OR OTHER PURPOSE. ANY REUSE WITHOUT WRITTEN PERMISSION OR ADAPTION BY PENNONI ASSOCIATES FOR THE PROJECT IS UNAUTHORIZED AND SHALL EXPOSE OWNER TO PENNONI ASSOCIATES FOR THE SOLE RISK AND WITHOUT LIABILITY OR LEGAL EXPOSURE TO PENNONI ASSOCIATES AND OWNER SHALL BE EXEMPT FROM ANY LIABILITY FOR PENNONI ASSOCIATES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PEREA25004
DATE 11/07/2025
DRAWING SCALE NOT TO SCALE
DRAWN BY TLC
APPROVED BY SRT

CS8502
SHEET 10 OF 11

NOT FOR CONSTRUCTION



RIDGE ROAD BOOSTER PUMP

RIDGE AVENUE AND RIDGE ROAD

PERKASIE, PA 18944

AERIAL PHOTO

PERKASIE REGIONAL AUTHORITY

150 RIDGE ROAD

SELLERSVILLE, PA 18960

ALL DIMENSIONS MUST BE VERIFIED BY CONTRACTOR
AND OWNER MUST BE NOTIFIED OF ANY
DISCREPANCIES BEFORE PROCEEDING WITH WORK

150 Ridge Road, Suite 2
Sellersville, PA 18960

T 215-257-5766

ALL DOCUMENTS PREPARED BY PENNONI ASSOCIATES
ARE INSTRUMENTS OF SERVICE IN RESPECT OF THE
PROJECT IDENTIFIED ON THE DOCUMENT. THE DOCUMENT
IS NOT TO BE SUITABLE FOR REUSE BY OWNER OR OTHERS
TO THE EXCLUSION OF PENNONI ASSOCIATES OR OTHER
PROJECT. ANY REUSE WITHOUT WRITTEN VERIFICATION
OR ADAPTION BY PENNONI ASSOCIATES FOR THE
PROJECT IS UNLAWFUL. PENNONI ASSOCIATES IS THE
SOLE RISK AND WITHOUT LIABILITY OR LEGAL
EXPOSURE TO PENNONI ASSOCIATES AND OWNER
FOR ANY CLAIMS, DAMAGES, LOSSES AND
EXPENSES ARISING OUT OF OR RESULTING THEREFROM.

PROJECT PEREA25004

DATE 11/07/2025

DRAWING SCALE 1" = 80'

DRAWN BY TLC

APPROVED BY SRT

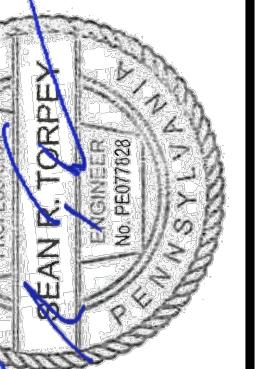
CS9501

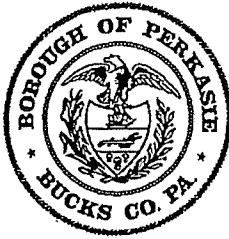
NOT FOR CONSTRUCTION

SHEET 11 OF 11

Pennoni

PENNONI ASSOCIATES INC.
150 Ridge Road, Suite 2
Sellersville, PA 18960
T 215-257-5766





BOROUGH OF PERKASIE

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

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

SUBDIVISION/LAND DEVELOPMENT APPLICATION

Date of Application: 11/7/25 Date of Plan or Revision: 11/7/25

APPLICATION FOR:

Subdivision Sketch Plan _____
Formal or Informal (Circle One)

Land Development Preliminary Plan _____ Minor Subdivision _____
 Final Plan _____

NAME of Subdivision or Land Development: Ridge Road Booster Pump
To be the name for the Duration of the Project

Location: Ridge Avenue and Ridge Road, Perkasie, PA, 18944

Tax Parcel No(s): 33-003-011

Total Acreage Gross: 2.08 acres Net Buildable Site Area: 1.48 acres

ZONING REQUIREMENTS:

Zoning District R-2 Minimum Lot Size 7000 ft² Maximum Density 1.56

Yard Setbacks: Front 53.5 Side 52.3 Rear 280.2 Number of Lots or Dwelling Units: 0

Water Supply: Private Public

Sewer Service: On-Lot Public

EQUITABLE OWNER of Record of Land: Nicholas Fretz

Address: 150 Ridge Road, Suite 1 Phone: 215-257-3654
Sellersville, PA, 18960

APPLICANT: Nicholas Fretz

Email: nick.Fretz@perkasieauthority.org Phone: 215-257-3654

Address: 150 Ridge Road, Suite 1, Sellersville, PA, 18960

REGISTERED ENGINEER OR SURVEYOR: Sean Torpey

Email: Starpey@pennoni.com Phone: 215-257-5711

Address: 150 Ridge Road, Suite 2, Sellersville, PA, 18960

This is to certify that I have read the Perkasie Borough Subdivision and Land Development Ordinance and that the accompanying plan meets the requirements of the ordinance to the best of my knowledge.

Nicholas J. Zajicek
Signature of Property Owner

LL
Signature of Registered Engineer or Surveyor



BOROUGH OF PERKASIE

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

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

Subdivision & Land Development Plan Submission Checklist

Date of Application: 11/7/25

Subdivision/Land Development Name: Ridge Road Booster Pump

Address of Property: Ridge Avenue and Ridge Road, Perkasie, PA, 18944

Owner(s) Name: Nicholas Fretz

Applicants Name: Nicholas Fretz

Tax Map Parcel Number: 33-003-011

Plan Sets – Folded to 8 1/2 x 11: (11 Total)

Planning Commission – 8 Copies Boro File – 2 Copies
 Borough Engineer – 1 Copy

The applicant must show **proof of submission** to the outside agencies listed below, as applicable, (stamped copy or cover letters and copy of application form). The following plan sets are subject to the requirements of the outside agency and **must be submitted to the outside agency by the applicant**.

N/A Bucks County Planning Commission (1 Copy)

X Bucks County Conservation District (1 Copy)

N/A Supplying Water Authority – (1 Copy)

N/A Bucks County Department of Health (1 Copy)

N/A Penn DOT (Highway Permit)

N/A Army Corps of Engineers (Wetlands)

APPLICATION FORMS & FEES ARE TO BE SUBMITTED TO THE BOROUGH. All applications must include these items or the application will be considered administratively incomplete and returned to the applicant.

BOROUGH OF PERKASIE

PLAN CHECKLIST

(To Be Completed by Applicant)

GENERAL SUBMISSION ITEMS - Does the submission include:

PLAN REQUIREMENTS - Do the Plans have:

Yes* No Sheet No.

* Note (Insert NA if not applicable)

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	1. Plan drawings at a size of 24" x 36"
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u> </u>	2. A scale of 1" = 50' or 1 = 100'?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	3. Dimensions set in feet and decimal part thereof and bearings in degrees, minutes and seconds?
<input type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	4. Sheets numbered and show relationship to the total number of sheets?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	5. An adequate legend indicating clearly which features are existing and which are proposed?

GENERAL INFORMATION - Do the Plans have:

Yes* No Sheet No.

<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	6. Name and address of Owner?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	7. Name and location of subdivision or land development?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	8. Graphic and/or written scales?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	9. Date of plan and all subsequent revision dates?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	10. Name and address, signature and seal of the licensed engineer or surveyor responsible for the Plan?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	11. Location map at a minimum scale of 1" = 800'?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>all</u>	12. North arrow?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2-3</u>	13. Site boundaries survey with tie-ins to all adjacent streets?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2-3</u>	14. Location and type of existing monuments?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2-3</u>	15. Forested areas?
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u> </u>	16. Watercourses, lakes and wetlands (with names, if any)?

Plan Checklist

Do the plans include the location of the following existing features on the site being subdivided or developed and within 400 feet of the site:

<u>Yes*</u>	<u>No</u>	<u>Sheet No.</u>	
<u>X</u>	<u> </u>	<u>2-3</u>	17. Streets and rights-of-way (including name and right-of-way widths)?
<u>X</u>	<u> </u>	<u>2-3</u>	18. Existing lot layout on the site and on immediately adjacent tracts?
<u>X</u>	<u> </u>	<u>2-3</u>	19. Property lines, building locations, driveway locations, and names of adjacent property owners?
<u>X</u>	<u> </u>	<u>3</u>	20. Sewer lines, storm drains and easements, other utilities?
<u>X</u>	<u> </u>	<u>1-4,8</u>	21. Pennsylvania One-Call Serial No. and note.

PROPOSED FEATURES - Do the Plans show:

<u>X</u>	<u> </u>	<u>2</u>	22. Layout of streets with center lines, cartways and right-of-ways, and proposed names?
<u>X</u>	<u> </u>	<u>2</u>	23. Layout of lots and dimensions?
<u>X</u>	<u> </u>	<u>2</u>	24. Building setback lines from all lot lines?
<u>X</u>	<u> </u>	<u>2</u>	25. The arrangement and use of buildings and parking areas with all necessary dimensions and number of parking spaces?
<u>X</u>	<u> </u>	<u>2-3</u>	26. Rights-of-way and easements for all drainage, utilities, (electric, gas, telephone, and CATV) or other purpose which might affect development?
<u>N/A</u>	<u> </u>	<u> </u>	27. Open space areas, proposed use and maintenance?
<u>N/A</u>	<u> </u>	<u> </u>	28. Proposed monuments and individual lot pins.
<u>X</u>	<u> </u>	<u>2</u>	29. Applicable zoning requirements and the location of zoning district boundary lines affecting the subdivision.
<u>N/A</u>	<u> </u>	<u> </u>	30. A reference to any land to be dedicated for parks, recreation areas, widening of streets or other public uses.
<u>N/A</u>	<u> </u>	<u> </u>	31. For multi-family developments, the total area, total dwelling units, number of buildings, proposed total parking spaces, building coverage and the bedroom ratio shall be on the plan.

Plan Checklist

<u>Yes*</u>	<u>No</u>	<u>Sheet No.</u>	
<u>X</u>	<u> </u>	<u>2</u>	32. An indication of any lots in which other than a residential use is intended.
<u>N/A</u>	<u> </u>	<u> </u>	33. For subdivisions, the total area, number of lots, average and minimum lot size shall be noted on the plan.
<u>X</u>	<u> </u>	<u>3-4</u>	34. The location and size of storm drains, stormwater management facilities, sanitary sewers, culverts, watercourses and all appurtenances thereof, on-site sewage disposal facilities, gas mains, electric facilities, water mains, fire hydrants, street lights, planting, special structures and other underground conduits or structures.
<u>N/A</u>	<u> </u>	<u> </u>	35. Typical cross sections and centerline profiles for each proposed street. These plans may be submitted as separate sheets. Where the plan covers only a part of the owner's entire holding, a sketch shall be submitted of the prospective street layout for the remainder.
<u>X</u>	<u> </u>	<u>2-3</u>	36. A plan for planting is required for open space subdivision; this plan shall show the location of all existing trees greater than three (3) inches in caliper. All new plantings shall indicate species and size.
<u>X</u>	<u> </u>	<u>2</u>	37. The location of all trees to be saved.
<u>X</u>	<u> </u>	<u>2</u>	38. The tree protection zone.
<u>N/A</u>	<u> </u>	<u> </u>	39. The location of proposed retaining walls.
<u>X</u>	<u> </u>	<u>2</u>	40. A table showing open space ratio, density and impervious surface ratio.
<u>N/A</u>	<u> </u>	<u> </u>	41. Estimated average and peak volumes of water needed to serve the proposed subdivision or land development and an indication of the available water volume for fire flow and the water volume required to satisfy the Insurance Services Office (ISO) standards for fire protection.
<u>X</u>	<u> </u>	<u>2</u>	42. Owners Statement of Acknowledgment

Planning W/

Yes* No Sheet No.

X 2 43. The signature block for the Chairman and Secretary of the Borough Planning Commission?

 X 44. The signature block for Executive Director of the Bucks County Planning Commission.

X 2 45. The signature block for the Borough Engineer.

X 2 46. The signature block for the President and Secretary of the Borough Council.

Prepared By:

Date:

Signature: Nicholas J. Turt
Applicant or representative

Accepted by:

Date:

Signature: _____
Borough Official

m:\wp51\perkasie\subcheck.ls2



BOROUGH OF PERKASIE

620 W. Chestnut St
P.O. Box 96
Perkasie, PA 18944

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

SUBDIVISION / LAND DEVELOPMENT 90-DAY REVIEW WAIVER

Date: 11/7/25

Borough Manager
Perkasie Borough
620 W. Chestnut St.
P.O. Box 96
Perkasie, PA 18944

Re: Subdivision/Land Development Plan of Ridge Road Booster Pump

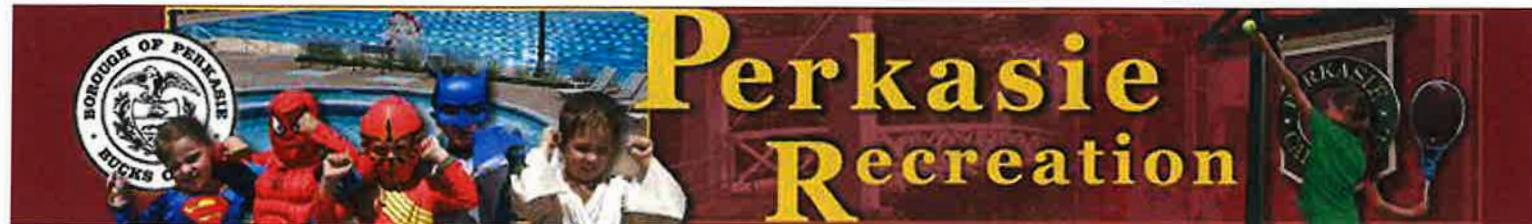
On November 7th, 2025, I/We submitted for official filing, the above referenced plan of subdivision/land development.

Please be advised that, notwithstanding, any contrary provision of the Pennsylvania Municipalities Planning Code or the Perkasie Borough Code, this letter will serve as notice to Perkasie Borough that the requirement that action be taken on this subdivision proposal within ninety (90) days is hereby waived, without limitation as to time.

This Waiver can be revoked upon thirty (30) days written notice to Perkasie Borough.

Very truly yours,

Nicholas J. Zit



Reservation Request

The following request has been submitted and will be processed on a first come first serve basis.

This request is *Not* a reservation until it has been approved.

Your request requires Perkasie Borough Council approval. Your date will be held in our system. Email notification was also sent to RLawson@bucksiu.org

Organization	Name	Address		
Bucks County Intermediate Unit	Sara Grable	529 CONSTITUTION AVE		
City	State	Zip Code	Country	
PERKASIE	PA	18944	US	
Email	Phone			
sgrable@bucksiu.org	(215) 530-0155			
Additional Info				
Purpose	Head Count			
School Program Reunion Picnic	100			

Questions		
Will your pavilion gathering include any vendors, entertainers, or rented equipment?: No		
Dates	Times	Location
Friday, May 29, 2026	10:00 AM - 01:00 PM	Lenape Park - Skate Pavilion

[Print Page](#)



Perkasie Recreation

Disclaimer for Lenape Park - Skate Pavilion (Sara Grable)

Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasie, 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 Perkasie Borough as Certificate Holder, evidencing \$1,000,000 in Comprehensive General Liability Insurance and must be received no later than 1 weeks prior to the event. The Borough holds the right to cancel a reservation with no refund if the required paperwork is not provided. Certificate of Insurance can be emailed to parkandrec@perkasieborough.org or dropped off at Borough Hall.

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 receptacles provided.
- Perkasie Borough Parks are open dawn to dusk
- Perkasie 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) 721-2894
Perkasie Borough Non-Emergency Police can be reached at 215-257-6876
EMERGENCY call 911

Name: Sara Grable (10.10.20.136)

Date: 1/15/2026 12:35:04 PM

 [Print Page](#)



Perkasie Recreation



Reservation Request

The following request has been submitted and will be processed on a first come first serve basis.
This request is *Not* a reservation until it has been approved.

Organization	Name			Address
Walton Farm Elementary School	Lisa Bowen-Gotwals			1610 ALLENTOWN RD
City	State	Zip Code	Country	
LANSDALE	PA	19446	US	
Email	Phone			
bowenl@npenn.org	(215) 287-6901			
Additional Info				
This is a first grade field trip.				
Purpose	Head Count			
First Grade Filed Trip	75			

Questions		
Will your pavilion gathering include any vendors, entertainers, or rented equipment?: No		
Dates	Times	Location
Friday, May 15, 2026	09:00 AM - 01:00 PM	Menlo Park - Lions Pavilions 1 & 2 (#2 has stage)

[Print Page](#)



Perkasie Recreation

Disclaimer for Menlo Park - Lions Pavilions 1 & 2 (#2 has stage) (Lisa Bowen-Gotwals)

Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasie, 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 Perkasie Borough as Certificate Holder, evidencing \$1,000,000 in Comprehensive General Liability Insurance and must be received no later than 1 weeks prior to the event. The Borough holds the right to cancel a reservation with no refund if the required paperwork is not provided. Certificate of Insurance can be emailed to parkandrec@perkasieborough.org or dropped off at Borough Hall.

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.

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- 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.
- Perkasie Borough Parks are open dawn to dusk
- Perkasie 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) 721-2894

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

EMERGENCY call 911

Name: Lisa Bowen-Gotwals (10.10.20.137)

Date: 1/8/2026 2:47:00 PM

 [Print Page](#)

Event Information

Name of the Event:

Healthy Kids Running Series - HKRS

Description of the Event:

5 week running series for kids 2-14 yo.

Date of Event:

4/19, 5/3, 5/17, 5/31, 6/1 rain date: 6/14

Additional Dates:

Estimated Attendance:

100+

Time of Event**:

1 pm

Start Time for Set up:

11:45 am

End time of Tear Down:

3:30 pm

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

Lenape Park field. Grass area on Constitution Ave

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

Pavilion	Located in	Resident	Non Res	Non Profit
<input checked="" type="checkbox"/> Rotary*	Lenape	\$ 70	\$ 100	\$ 50
<input type="checkbox"/> Skate Park*	Lenape	\$ 70	\$ 100	\$ 50
<input type="checkbox"/> Kulp	Kulp	\$ 60	\$ 85	\$ 45
<input type="checkbox"/> Lions*	Menlo	\$ 85	\$ 110	\$ 60
Park Area	Located in	Resident	Non Res	Non Profit
<input type="checkbox"/> Twin Bridges	Lenape	\$ 85	\$ 110	\$ 60

*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: USE OF ELECTRIC AT LIGHT POLE NEAR

AMPHITHEATER - SAME AS FALL 2025

Services Offered at Event:

Musicians/Entertainment:

Yes No

If yes please provide more information:

Last season we got DJ Dave (hoping to have him again!)

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

*Fee due at time of application

Hourly rates in 2026 Fee Schedule

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

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

Waiver and Insurance Requirements

Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasie, 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 Perkasie 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.
- Perkasie Borough Parks are open dawn to dusk
- Perkasie 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

Perkasie 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 Perkasie Borough as set forth in the Code of Ordinances.

Date of Application:

1/16/20

By:

Signed:

Camila McHugh
Camila McHugh

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

Mayor / Borough Manager



- 50 yard dashes will run straight into the finish line
- 75 yard dashes will run straight into the finish line
- $\frac{1}{4}$ mile will run halfway around the loop and then turn right into the finish line
- $\frac{1}{2}$ mile will loop all the way around and then turn into the finish line
- The 1 mile will loop around three times and then turn into the finish line



Perkasie, PA

Lenape Park
555 Constitution Ave
Perkasie, PA 18944

RACE KEY

- Finish Line
- 50 yard Dash
- 75 yard Dash
- $\frac{1}{4}$ Mile Start
- $\frac{1}{2}$ Mile Start
- 1 Mile Start
- Check in
- Parking



HEALKID-01

LESLEY

DATE (MM/DD/YYYY)

4/1/2025

CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERs NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT Josephine Flemming		
	PHONE (A/C, No, Ext): (856) 890-7112	FAX (A/C, No):	
Hardenbergh Insurance Group 8000 Sagemore Drive Suite 8101 Marlton, NJ 08053	E-MAIL ADDRESS: jflemming@hig.net		
	INSURER(S) AFFORDING COVERAGE		
INSURER A: Philadelphia Indemnity Ins Co.		NAIC # 18058	
INSURED	INSURER B: Security National Insurance Company		19879
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.							
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY) POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY			PHPK2613238	11/29/2024 11/29/2025	EACH OCCURRENCE \$ 1,000,000	
	CLAIMS-MADE	<input checked="" type="checkbox"/>	OCCUR			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
	X Abuse/Molestation Co					MED EXP (Any one person) \$ 5,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					PERSONAL & ADV INJURY \$ 1,000,000	
A	AUTOMOBILE LIABILITY			PHPK2613238	11/29/2024 11/29/2025	GENERAL AGGREGATE \$ 3,000,000	
	ANY AUTO OWNED AUTOS ONLY	<input checked="" type="checkbox"/>	SCHEDULED AUTOS			PRODUCTS - COMP/OP AGG \$ 3,000,000	
	Hired AUTOS ONLY	<input checked="" type="checkbox"/>	NON-OWNED AUTOS ONLY			ABUSE MOLESTATION \$ 100,000	
	EXCESS LIAB					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
A	UMBRELLA LIAB	<input checked="" type="checkbox"/>	OCCUR	PHUB885417	11/29/2024 11/29/2025	BODILY INJURY (Per person) \$	
	EXCESS LIAB		CLAIMS-MADE			BODILY INJURY (Per accident) \$	
	DED <input checked="" type="checkbox"/>	RETENTION \$ 10,000				PROPERTY DAMAGE (Per accident) \$	
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input checked="" type="checkbox"/>	Y/N	SWC1518763	11/29/2024 11/29/2025	EACH OCCURRENCE \$ 1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/>	N/A			AGGREGATE \$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below					X PER STATUTE \$ OTH-ER \$	
						E.L. EACH ACCIDENT \$ 1,000,000	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
A Professional Liabili				PHPK2613238	11/29/2024 11/29/2025	Limit	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)	
--	--

CERTIFICATE HOLDER		CANCELLATION	
Perkasie Borough 620 West Chestnut Street P.O. Box 96 Perkasie, PA 18944		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: APR 24 2013

HEALTHY KIDS RUNNING SERIES
381 BRINTON LAKE RD THE MILL
THORNTON, PA 19373

Employer Identification Number:
80-0779739
DLN:
17053200316022
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
January 17, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Dr. Patricia A. Guth Elementary School

Guth Home & School Association

A Guth Gator always **TAKES PRIDE**



Guth Home & School Association
Patricia A. Guth Elementary School
601 N. 7th Street
Perkasie, PA 18944

RE: Family Bingo 25-26 SY

Dear Local Business Partner:

Hello! Guth Elementary's Home and School Association (HSA) is in the process of planning our 11th annual Family Bingo Night. This event always sells out and is a great fundraiser for our school. Guth's HSA provides many extras at school for the students; including playground equipment, field trips, supplies for teachers, and other fun events. This year we will hold the event at Pennridge High School in Perkasie, PA so that even more of our Guth families can attend.

This event will be held on February 20, 2026, and we are hoping your local business would be kind enough to donate something to be included in our raffles. All proceeds will benefit Guth's HSA and Guth students directly, and your gift is tax deductible as Guth's Home and School Association is a non-profit organization.

Please feel free to contact Guth HSA if you have any questions or would like to talk about a donation. We can be reached at GuthHSA@gmail.com or contact Jessica Parker (609-408-5548).

If you have donated to Guth's Family Bingo Night in the past, we thank you so very much and look forward to partnering with you again! Thank you for your support!

Sincerely,
Guth HSA

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: OCT 30 2010

DR PATRICIA A GUTH ELEMENTARY HOME
AND SCHOOL ASSOCIATION
601 N 7TH ST
PERKASIE, PA 18944

Employer Identification Number:
27-0762276
DLN:
17053287303020
Contact Person:
DALE T SCHABER ID# 31175
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
June 30
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
July 23, 2009
Contribution Deductibility:
Yes
Addendum Applies:
No

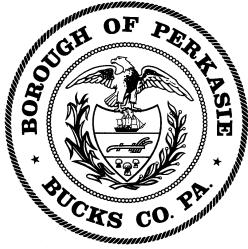
Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

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Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)



BOROUGH OF PERKASIE

MEMORANDUM

January 23, 2026

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Valpak and Clipp Participant Agreement

Menlo Aquatics Center has an \$5,500 advertising expense line budgeted for 2026 that allows staff to advertise the sale of memberships and day passes to the community.

Last year staff utilized Clipp for three months for a ½ page advertisement in the Clipper magazine that is mailed to 45,000 homes and Valpak for four months with 50,000 impressions of targeted digital advertising. Both types of advertisements proved to be very beneficial for the 2025 aquatic season.

This year staff would like to move forward with the same advertising and Valpak Clipp requires a signed participant agreement which is included in the council packet.

Please let me know if you have any questions.

Sincerely,
Lauren Moll

RESOLUTION NO. 2026-14

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE
APPROVING THE PARTICIPATION AGREEMENT BETWEEN
VALPAK FRANCHISE OPERATIONS, LLC AND/OR CLIPPER
MAGAZINE, LLC AND PERKASIE BOROUGH FOR ADVERTISING AT
THE MENLO AQUATICS CENTER FOR THE 2026 SEASON AND
AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE
AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE.**

WHEREAS, Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC, has provided the Borough of Perkasie with a Participation Agreement for advertising at the Menlo Aquatics Center for the 2026 Season; and

WHEREAS, the Borough of Perkasie, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC Participation Agreement for advertising at the Menlo Aquatics Center for the 2026 Season; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC Participation Agreement for advertising at the Menlo Aquatics Center for the 2026 Season.

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

1. Approval of Agreement. The Borough Council of Perkasie Borough herein approves the Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC Participation Agreement for advertising at the Menlo Aquatics Center for the 2026 Season, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Participation Agreement between the Borough and Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC, on behalf of Perkasie Borough.

THIS RESOLUTION was duly adopted this _____ day of _____, 2026.

ATTEST:

By: _____
Andrea L. Coaxum, Secretary

BOROUGH OF PERKASIE:

By: _____
Robin Schilling, President

EXHIBIT “A”

JEFFREY P. GARTON
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
MICHAEL J. MEGINNIS*
BRENDAN M. CALLAHAN*
BRADLEY R. CORNETT*
SEAN M. GRESH
BRYCE H. MCGUIGAN*
TRACY L. CASSEL-BROPHY*
KATHARINE J. WEEDER*
CHRIS LITTLE SIMCOX*
BRENDAN G. CORRIGAN*
KIMBERLY N. BARRON
CHLOE M. BOUDAZIN
CHELSEY CROCKER JACKMAN
MARISA M. PERINI
HANNAH M. SCHWEIZER

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



680 MIDDLETOWN BOULEVARD
P.O. BOX 308
LANGHORNE, PENNSYLVANIA 19047-0308
TELEPHONE: 215.750.0110
FAX: 215.750.0954

JEFFREY P. GARTON, ESQUIRE
jgarton@begleycarlin.com

OF COUNSEL
HON. ROBERT O. BALDI (RET.)
-Mediation and Arbitration
DOUGLAS C. MALONEY
-Senior Litigation Counsel

SCOTT A. PETRI
FRANK A. FARRY
ALLEN W. TOADVINE
PAMELA A. VAN BLUNK*
MARC I. RICKLES*
COURTNEY S. CROWLEY*

NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

January 30, 2026

VIA EMAIL

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

Re: Valpak Clipper Participant Agreement

Dear Andrea:

Pursuant to your request, I have reviewed the Agreement proposed to be executed by the Borough and Valpak. In that regard my comments with respect to same are as follows:

1. Considering the nominal amount involved in the advertising effort, the contract is quite extensive and detailed.
2. Please review the date, product, quantity, subtotal, and total costs associated with the contract, to make certain that it is consistent with your understanding, and that all of the services that you want Valpak to provide are included.
3. Terms and Conditions – Please review, seven lines down, that the term of this contract automatically renews for successive terms with the same term length and deliverables, unless either party provides written notice of non-renewal at least sixty (60) days prior to the commencement of the next renewal term. Please make certain that the Borough establishes a process well in advance of sixty (60) days, to determine if you are going to renew or not renew. If you do not notify them of a non-renewal, you are stuck for another term. Also, you will see the month renewal later in that section.

4. Copy Approval – I would recommend that no copy approval be effectuated between the Borough and Valpak unless it is in writing. If something is published that is problematic, the Borough should not be in a position of arguing whether or not consent was orally given.

5. Rates – There is language at the bottom of page 2, related to rates. Aren't the rates on page 1 of the agreement?

6. Credit & Payment Terms – The contract provides that prepayment is the standard payment term of the company. Is the prepayment for the entirety of the contract, or an advance of each component of the contract? I always have concerns about prepaying a contract because it is difficult to recover prepayments if the services are not provided and the company is having financial trouble. Please clarify the prepayment timing.

7. Cancellation – The cancellation language is surprisingly reasonable. The Borough can cancel for any uncompleted services or products without penalty if you provide notice within three (3) business days of when the agreement is provided and no copy is provided.

8. Please review the balance of the language related to print, advertising component, ad deals, and the like.

9. Limited Liability of Company – The company's liability is limited to timely production and distribution of the mailings and other products. Furthermore, Valpak is not liable for delivery or non-delivery in the event of an act of God, which is not unreasonable. Furthermore, they are limiting their warranties to what is already noted in the agreement, and any liability is limited to what is paid by the Borough in the prior twelve (12) months. I cannot imagine there would be a serious claim, unless Valpak published something slanderous, or whatever, that is not Borough approved or authorized. If so, the liability is limited to the price of the contract if the Borough is the claimant. If it is a third party claim then they are at risk for more than that limited amount.

10. Copyright Ownership – Please note the language related to copyright ownership. Since the copy is generated by the Borough, Valpak has no copyrights in Borough generated copies.

11. Representations and Warranties, Indemnification – Please note that you are representing and warranting to Valpak that nothing that is effected by this agreement will violate any state or federal law, and that you have no disputes as far as any third party trademark, or other copyright, regarding content.

12. Entire Agreement, Acceptance – Are you satisfied that this Agreement represents the entirety of the understanding between the Borough and Valpak. If not, please make sure changes are made, because once the contract is signed, you will not be able to expect compliance.

13. Credits – Credits relate to claims by customers that must be submitted in writing within thirty (30) days of the invoice, or date of payment, or the claim will be waived. All claims must be approved by Valpak.

14. Advertising Agency – I assume no advertising agency is involved in this contract.

15. Please review the circulation language. Most importantly, please review the detail of the digital display services.

16. Discount Certificate Description – Are you expecting that Valpak will include, within the advertising, that persons desiring to make use of Menlo will be able to get discounts through the advertising media through Valpak? If so, then please review in detail the parameters of same, and also especially the list of requirements and responsibilities at the bottom of page 8.

17. You will find on page 9, further provisions related to discount certificates, on-line deals, community co-ops, future ad deal programs, allocation of customer service share, and the like. It is very complicated, but please familiarize yourself to see if there is anything in there that is problematic.

18. Compliance with Laws – I see no reason why the Borough would be concerned about it not complying with any legal requirements, and obviously, Canada's Anti-Spam Legislation would have no relevance.

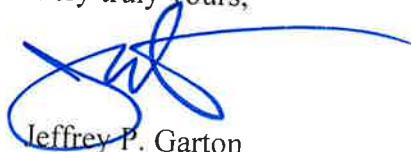
19. Technical Quality – Valpak is stating in this provision that it is not responsible for any customer content if not properly displayed or it cannot be viewed, as it is relying on the Borough's content.

20. Please note the representation and warranties at the bottom of page 10, concerning digital content.

21. Security – Please note the security obligations that Valpak is committing to the Borough, and also they do not market to the email list provided by the Borough without the Borough's consent.

If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers

cc: Lauren Moll, Director of Parks & Recreation

PARTICIPATION AGREEMENT



Valpak Franchise Operations
 1 Valpak Ave N
 SAINT PETERSBURG, FL
 33716
 Office: 6103253535

Agreement # Q-690951-1
Start Date 03/16/2026
Sales Contact Wendy Schwartz
 (215) 285-9767
 wendy.schwartz@valpakclipp.com
Client # 336117717

Business Name MENLO AQUATICS CENTER
Address 425 Arthur Avenue
City Perkasie
State/ZIP PA , 18944
Telephone (215) 453-7126

Contact Jim Foster
Title Primary ESP Contact
Email menloaquatics@perkasieborough.org
Cell (267) 884-6004

Date	Product	Quantity	Sub Total	Tax/Fees	Total
03/16/2026	Clipp On Page • PA-Philadelphia (3/18/2026): BM – Clipp Online Coupon – Half Page – Processing and Handling Fee	1 45,000 1	\$735.50	\$0.00	\$735.50
04/13/2026	Clipp On Page • PA-Philadelphia (4/15/2026): BM – Clipp Online Coupon – Half Page – Processing and Handling Fee	1 45,000 1	\$735.50	\$0.00	\$735.50
04/15/2026	ValpakClipp Digital – ADvantage Connect	50 50,000	\$667.00	\$0.00	\$667.00
05/11/2026	Clipp On Page • PA-Philadelphia (5/13/2026): BM – Clipp Online Coupon – Half Page – Processing and Handling Fee	1 45,000 1	\$735.50	\$0.00	\$735.50
05/15/2026	ValpakClipp Digital – ADvantage Connect	50 50,000	\$667.00	\$0.00	\$667.00
06/15/2026	ValpakClipp Digital – ADvantage Connect	50 50,000	\$667.00	\$0.00	\$667.00
07/15/2026	ValpakClipp Digital – ADvantage Connect	50 50,000	\$667.00	\$0.00	\$667.00
					SUBTOTAL: \$4,874.50
					TAX/FEES: \$0.00
					TOTAL: \$4,874.50

I, the undersigned, am qualified to sign for the above referenced company, and I have read and specifically agree to the terms and conditions listed on the reverse side of this Mailing Participation Agreement. This agreement shall apply to the above specified mailings and any other agreed to mailing until superceded by another written participation agreement. Rates are subject to change in the event of Postal Increase.

Agreement #:

Q-690951-1

Advertiser's Authorized
Representative:

Title:

Primary ESP Contact

Authorized
Representative:

Agreement Date:

01/12/2026

Company's Participation Agreement- Terms and Conditions

AGREEMENT. This Participation Agreement (this "Agreement") is comprised of the front of this document as well as these terms and conditions only and is by and between Valpak Franchise Operations, LLC and/or Clipper Magazine, LLC (the "Company"), as applicable, and the customer listed on the front side of this Agreement (the "Customer"). Customer desires to procure from Company the services and products (collectively the "Products") noted on the first page of this Agreement. This Agreement shall become effective as of the start date on the front page and shall continue through the Term shown on the front page ("Initial Term"). The Term shall automatically renew for successive terms matching the term length and deliverables of the original contract upon expiration of the then-current term, unless either party provides written notice of non-renewal at least sixty (60) calendar days prior to the commencement of the next renewal term. Any termination or nonrenewal shall be effective only for mailings scheduled to occur sixty (60) days or more after receipt of such notice. Mailings scheduled to occur in less than sixty (60) days of receipt of termination or nonrenewal will proceed as contracted. Except as expressly modified in writing and signed by both parties, all terms and conditions of this Agreement shall remain in full force and effect during any renewal term. Provided that if this Agreement relates to the monthly mailing of Event Mailer Solo Postcards, notwithstanding any other provision contained herein, this Agreement shall, following the Initial Term automatically roll over on a month-to-month basis until cancelled by Customer with at least sixty (60) days prior written notice to the party as delivered by reputable overnight carrier ("Event Mailer Rollover Term").

INTERMARKET SALES. Customer understands and agrees that Company's rights and obligations hereunder to mail advertisements into the territories of other Company franchisees are subject to the rules and policies of those franchises, including without limitation those rules and policies pertaining to exclusivity; consequently, Company cannot provide assurance of distribution, but Customer will not be charged for any advertising that is not mailed because of an intermarket prohibition.

COPY APPROVAL. All advertising copy shall be approved by the Customer in writing or orally if circumstances do not permit a written release prior to insertion and delivery. If Company does not receive notice of corrections from Customer, Company shall assume, and Customer agrees, that the final proof is correct, and the ad will be published as it appeared on the final proof. Customer will be charged for copy, layout, or art changes to the final proof except those resulting from the errors of Company. Customer agrees to fulfill the completed Agreement unless agreed upon by all parties or be subject to the rate differential for actual mailings based on the current price schedule.

RATES. Rates for Products will be calculated based on Company's (or its affiliates, if applicable) standard rate card for such (the "Standard Rates"). All prices, discounts, and promotions provided by the Company are subject to change without notice unless set forth under the terms of this Agreement. Company and Customer may agree that Customer is entitled to discounts off the Standard Rates on Products purchased. Any such discounts will be reflected in the rates noted in this Agreement. The rates offered by Company in connection with the Products purchased constitute confidential

information and may not be disclosed by Customer to any third party, except as necessary to carry out the Agreement or as required by law. In addition to the Standard Rates, production charges or special service rates may apply. Production charges will apply to all Products even for promotions where the Standard Rates are zero or have been waived. The Company will endeavor to evenly distribute production charges over the course of all orders under this Agreement. Production charges are non-refundable and will become immediately due and payable in full for any amount not yet invoiced upon cancellation or termination of any product. Customer shall pay for and hold the Company harmless from all third-party costs including shipping charges and postage insurance costs. For the avoidance of doubt, any increase in third party costs arising during or from the provision of the Products (i.e., material costs, postage costs, etc.) shall be passed onto Customer without need for reissuance or execution. These costs may be passed onto Customer as due and payable via separate invoice as applicable. Rates are subject to change during the term of this Agreement and in the event of any US Postal Service or other cost-of-goods increase.

CREDIT & PAYMENT TERMS. Prepayment is the standard payment term of Company. Payment is due prior to release to production unless a specific payment due date is requested by Company. Company reserves the right to cancel credit that may have been granted to Customer at any time. Customer may be required to submit credit applications upon request for credit and allows Company to obtain credit bureau reports in connection with granting credit or collection of outstanding balances owed to Company. Company may accept letters, checks or other types of payments showing "payment in full" or using other language to indicate satisfaction of Customer's debt without waiving any of Company's rights to receive full payment under this Agreement. Customer shall be liable for payment of all Products provided pursuant to this Agreement, even if some or all the Products are placed on a co-op basis with a third party. All payments shall be paid with credit card, debit card, ACH, cashier's check, company check. Customer warrants that it hereby provides a standing authorization for Company to charge such account for all amounts which become due to Company under this Agreement, including all charges incurred with cancellation or termination of future Products. For the avoidance of doubt, you represent and warrant that (i) the payment method information you supply to us is true, correct, and complete, (ii) you are duly authorized to use such payment method for the purchase, (iii) charges incurred by you will be honored by your credit card company or bank, and (iv) you will pay charges incurred by you at the posted prices, including shipping and handling charges and all applicable taxes, if any, regardless of the amount quoted at the time of your purchase. Customer agrees to pay all non-refundable credit card surcharges due at the time of payment. Customer understands that authorization will remain in effect until revoked by Customer. There is a fee of \$50.00 for any returned checks or returned ACH debit payment and shall be replaced with certified funds.

COSTS OF COLLECTION. If Customer does not pay all amounts designated in this Agreement, Customer agrees to reimburse Company for reasonable expenses and attorney's fees related to enforcement of this Agreement as well as collection activity. In addition, Customer shall pay interest at the rate of 1.5% per month upon the balance due and payable under this Agreement from the date of default if allowed by law, and if not allowed, then the maximum rate of interest permissible under law.

CANCELLATION.

Customer cancellations must be received in writing by emailing the sales contact on the first page of this agreement.

Customer is liable for all services and/or products that have been completed and/or produced for Customer. Customer may cancel uncompleted services and/or products without penalty, if cancellation is received within 3 business days of approving the Agreement and if no copy is

submitted. Once copy is submitted, Customer is liable for 100% of the contracted service. Otherwise, Customer will be liable for the following cancellation fees, which will be due immediately.

Valpak Blue Envelope Inserts, Clipp Magazine Ad Pages, Clipp Magazine Inserts, Save Inserts: If cancelled with more than 60 calendar days prior notice to date of delivery there is no cancellation fee. If cancelled with less than 60 calendar days prior notice to date of delivery, 100% of total order value of cancelled product is owed.

Clipp Magazine Front or Back Cover, Plus One, LDP-C, LDP-V, LDP-D, Solo Direct Mail, Wrap: If cancelled with more than 60 calendar days prior notice to the date of delivery, 50% of the total order value of cancelled product is owed. If cancelled with less than 60 calendar days prior notice to date of delivery, 100% of total order value of cancelled product is due.

On Pak: If cancelled with more than 90 calendar days prior notice to the date of delivery, 50% of the total order value of cancelled product is owed. If cancelled with less than 90 days prior notice to date of delivery, 100% of total order value of cancelled product is owed.

Clipp.com Discount Certificate - (DTO) online only, Community Co-op (CCO) with print advertising component, and Future Ad Deal **Merchant understands it can take up to 7 business days for services to be removed from site from date cancellation request is received. Merchant to honor all sold discount certificates + any cancellation fees associated with print advertising component + any remaining account balances due after proceeds are applied, if applicable.

Digital Display, Connected TV, Advantage Connect, Other Digital Products: No early termination. If notice of cancellation is received prior to completion of Agreement, 100% of total order value of cancelled product is owed.

Call Tracking: If Call Track # is not assigned at the time of cancellation, there is no cancellation fee. If the Call Track # is assigned at the time of cancellation, 100% total order value for cancelled service is owed.

Default. If Customer fails to pay any amount due and owing under this Agreement, fails to submit, approve, or correct copy, or otherwise fails to perform Customer's obligations hereunder, Company shall have the option to declare this Agreement materially breached and Company shall have no further obligation to perform. Such election shall not waive any remedies otherwise available to Company under this Agreement, at law, or in equity

LIMITED LIABILITY OF COMPANY. Customer agrees that Company's liability hereunder is limited to the timely production and distribution of (I) the Company's mailings and (II) the Digital Advertising Products, both of the foregoing also subject to the terms provided herein and that Company is not liable for delays in delivery or for non-delivery in the event of any act of God or any condition beyond Company's reasonable commercial control which affects production or delivery in any manner.

Furthermore, all Discount Certificates, and the Products for which a Discount Certificate may be redeemed, are promoted by Company on the basis of the representations made by the Customer.

COMPANY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ALL ADVERTISING AND PRODUCTS PROVIDED TO CUSTOMER, INCLUDING, BUT NOT LIMITED TO, ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CUSTOMER AGREES THAT COMPANY SHALL NOT BE LIABLE FOR ANY INDIRECT DAMAGES, DEFINED TO INCLUDE, BUT NOT BE LIMITED TO, LOSS OF PROFITS, AND SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITIES THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IN NO EVENT SHALL COMPANY'S LIABILITY TO CUSTOMER UNDER THIS AGREEMENT OR OTHERWISE EXCEED THE AMOUNTS PAID TO COMPANY BY CUSTOMER IN THE PRIOR TWELVE (12) MONTHS. Customer acknowledges that Company has not made any representation or warranty to Customer regarding the response rate expected to be achieved from the Products. Additionally, and without in any way limiting the

foregoing, Company does not represent or warrant that any Product, Discount Certificate, or Discount Certificate promotion, advertisement(s), or other material will be displayed on the Site (including Customer's Site) without interruption or error.

COPYRIGHT OWNERSHIP. All advertising material or other content that is furnished by or represents the creative effort of Company is the property of the Company, including all rights of copyright therein. Such advertisements cannot be reproduced without the prior written consent of Company. All advertisements provided by Customer are accepted and published by Company based on Customer's representation, deemed to be provided here, that the Customer or an advertising agency acting on behalf of Customer is authorized to publish the entire contents and subject matter thereof. All copy, text, and illustrations are subject to the approval of Company prior to publication, provided that Company is not obligated to review and approve such material, and provided further that any Company approval of such material does not waive Customer's representations and obligations herein.

REPRESENTATIONS AND WARRANTIES, INDEMNIFICATION. Customer hereby represents and warrants to Company, its site vendors, third party distribution affiliates, parent and all of their respective subsidiaries and affiliated companies, employees, officers, directors, agents, successors and assigns (the "Indemnitees") that neither the distribution of Customer's advertisements via hardcopy or digital format in any manner whatsoever under this Agreement nor any effects therefrom or incident thereto will, as a result of any of the Customer's acts, or any of Company's acts on the Customer's behalf hereunder, violate any state, federal or local law, rule or regulation or any third party right pertaining to, but not limited to, postal requirements, misrepresentation, libel, trade libel, unfair competition, deceptive business practices, fulfillment, copyrights, trademarks, patents, invasion of privacy, privacy laws, misbranding, labeling, safety, or any other cause. In the event Company receives notice which contests Customer's right to display a name trademark service mark, copyright, or other content, Company may discontinue providing advertising Products to Customer without liability to Customer until such time that Customer has resolved that dispute with the other party to Company's satisfaction. Customer represents and warrants to the Company that prior to Customer providing any protected health information ("PHI") to the Company (or any Indemnitees), Customer will obtain the written and signed authorizations and other forms of legal permission or authorization required under HIPAA and other applicable law, including without limitation all necessary signed authorizations by such individuals for the use of their PHI for marketing purposes, prior to providing any such PHI to any Indemnitees or otherwise asking any Indemnitees to perform services or Products with such information. Notwithstanding any other provision of this Agreement to the contrary, Customer will indemnify Indemnitees harmless against all claims, losses, damages, and costs (including reasonable attorneys' fees), resulting from any and all (a) Products provided by Company or other material of Customer on the Site (as defined herein) or the Customer's Site (including without limitation claims that the Digital Advertising contains libelous or slanderous material, or violates applicable law or the personal or proprietary rights of any person or other entity, or claims based on Customer's negligence or strict liability for a defective product), (b) the breach or alleged breach of any representation or warranty made by Customer in this Agreement, (c) any claim relating to Customer's Products, a Discount Certificate, the promotion of a Discount Certificate, or the redemption of a Discount Certificate, or (d) any taxes or unclaimed property liability arising out of the promotion and/or redemption of a Discount Certificate. Customer shall defend at its own expense any litigation instituted by any person or entity against an Indemnitee resulting from a claim covered by the preceding sentence. An Indemnitee shall have the right, at its option, to defend such litigation jointly with Customer.

CALIFORNIA CONSUMER PROTECTION ACT. The California Consumer Privacy Act of 2018 ("CCPA") protects certain Personal Information (as defined in the CCPA, "PI") of California residents,

households, and certain others who may have contact with California ("Covered Persons"). If Customer provides PI related to Covered Persons to Company, Customer represents that Customer has obtained all necessary consents required under governing law with respect to the collection of such PI. Customer will disclose such PI to Company only to advance Customer's Business Purpose (as defined in the CCPA) and Company will only process such PI at Customer's direction. Company will not (i) sell such PI; (ii) retain, use, or disclose such PI for any commercial purpose other than to specifically provide those Products contemplated herein (or otherwise permitted by the CCPA) which are designed to advance Customer's Business Purpose; or (III) retain, use, or disclose such PI outside of the direct business relationship between Company and Customer. Company understands the foregoing restrictions and will comply with them.

ENTIRE AGREEMENT, ACCEPTANCE. There are no other agreements or understandings, written or oral, between the parties regarding the subject matter of this Agreement except as set forth herein. This Agreement shall not be modified or amended, nor shall any provisions be waived, except by a written agreement signed by both parties. Customer acknowledges that Company has made no promise to Customer to induce Customer's entry into this Agreement. This Agreement is not in effect until accepted and approved by a duly authorized representative of Customer.

TAXES. All Standard Rates are exclusive of, and Customer is solely responsible for and shall pay, and shall hold the Company harmless from, all taxes, with respect to, or measured by, the manufacture, sale, shipment, use, or rates of each service or product (including interest and penalties thereon). Customer is responsible for all sales and use tax applicable to taxable Products produced, distributed, and/or performed pursuant to this Agreement. Depending on state rules, the tax may apply to the selling price or Company's production costs. Customer shall be liable and shall indemnify Company for all sales, use, service, or other transaction taxes which are not billed at the time of payment, but which are ultimately determined to be payable in connection with the Products provided. Customer understands that the individual state and local taxes and their applicability may change, and that change may impact the tax reflected on this Agreement and invoices. If there is a change in the tax as stated on this Agreement, the Company invoice will include the applicable tax amount. Customers who pay monthly will be charged the appropriate tax and production charges with each monthly fee.

CREDITS. Any claims by Customer for a credit must be submitted in writing to Company within 30 days of the invoice date or date of payment or the claim will be waived. All claims must be approved by Company.

ADVERTISING AGENCY. If Customer is using an advertising agency for the purposes of this Agreement, Customer, and such agency shall be jointly and severally liable hereunder, and Company may pursue any applicable remedies in the event of default (including any under- or non-payment) against agency or Customer or both without any requirement of first seeking a remedy from one or the other. By signing Agreements on behalf of Customer, agency warrants that it is duly authorized to act on behalf of and bind such Customer to this Agreement, and agrees to indemnify, hold harmless, and defend Company from any and all suits, judgments, proceedings, losses, damages, costs and expenses, of any nature whatsoever (including reasonable attorneys' fees) arising out of or relating to a breach of the foregoing warrant. This Agreement renders void any statements concerning liability which may appear on correspondence from agency or Customer. Customer shall be solely responsible for any commission or other payment due to agency.

Rider A- Direct Mail Advertising - Local, Regional, National, Digital Publications, Inserts and Wraps

CIRCULATION. Company will make commercially reasonable efforts to provide the Products described in the Agreement, however, circulation, delivery and shipping dates are estimates and cannot be guaranteed. Company may partner with third parties in order to achieve optimal

circulation across multiple platforms that may include digital and direct mail distribution methods to achieve circulation as described within this Agreement. If the actual circulation has a variance of 10% or less from the estimated circulation provided, there would be no adjustment in rates to the Customer. At Company's discretion, any variance in actual circulation greater than 10% from the estimated circulation may result in a rate adjustment and pass through the appropriate adjustment of fees related to the variance to the Customer. Notice would be provided to the Customer of such a change. For the avoidance of doubt, fees adjustments for variances will be capped at a maximum equal to a 25% variance from the estimated circulation for each mailing date. In certain circumstances, Company may adjust digital distribution and/or substitute those requested zip codes/postal routes with available ones within a reasonable distance from Customer's business location to meet Customer's specific quantity. The foregoing will not constitute a variance in circulation unless quantity is impacted. Accounts sold into Company's national publications will be billed as noted in this Agreement. Customers who place advertising in the national publications should be aware that it may be necessary for Company to adjust the circulation of specific local publications in a region and/or to use multiple local publications that comprise the purchased regional circulation rather than one regional publication. This may cause Customer's ad to appear in additional or different publications in order to better fulfill the terms of the Agreement.

Rider B- Digital Display Services:

Clipp.com Discount Certificate Programs, Online Advertising, Email Media Unit

If Customer is purchasing digital display Products, such as online advertising, Email Media Unit, Discount Certificate Programs from Clipp.com, and Online Advertising, collectively referred to as ("Digital Display Services"), then the additional terms and conditions set forth in this Rider B will apply to each Agreement that Customer submits for such Products.

CLIPP.COM DISCOUNT CERTIFICATES. Customer wishes to provide, through the Company website, located at: www.Clipp.com or any successor URL and via selected third party websites and mobile applications (the "Site"), the opportunity for consumers ("Consumers") to purchase certificates that provide a discount on the purchase of Customer's goods or services ("Discount Certificate"). The purchase amount of the Discount Certificate offered to the Consumers is the price ("Price"). The amount for which Consumers may redeem a Discount Certificate with Customer is the value ("Value"). The amount that a Consumer pays Company for the Discount Certificate is the collected payment ("Collected Payment"). Company will determine, in its sole discretion, whether and when to schedule a Discount Certificate for promotion. In order to promote each Discount Certificate that Company schedules for promotion, Company will send at least one (1) email to the Site subscribers containing the terms of Customer's Discount Certificate promotion. Except as otherwise stated on a Discount Certificate or required by law, the restrictions set forth in the Terms of Service located on www.Clipp.com website, shall apply to all Discount Certificates.

DISCOUNT CERTIFICATE DESCRIPTION. Customer shall provide to Company a detailed description for each Discount Certificate offer. Such detailed description shall include the featured city, the initial Price and the Value of each Discount Certificate, the duration of the time period during which Consumers may offer to purchase the Discount Certificate (the "Offer Purchase Period"), a description of the products and/or services that can be redeemed using the Discount Certificate, the retail value of those products and/ or services, any limitations or exclusions on products and/or services that can be redeemed using the Discount Certificate, any applicable taxes, charges or fees and any other unusual or important features, conditions, or restrictions. An expiration date of six (6) or twelve (12) months will generally apply. Customer represents and warrants that all descriptions and information provided to Company will be accurate, complete and in compliance with all applicable laws. Direct mail advertising with online deals will run online for the length that the advertisement is valid, but a minimum of fourteen (14) days from the latest delivery date unless Customer specifically

states limited number of Discount Certificates in the details of the deal. Online-only deals will run for up to seventy-two (72) hours unless otherwise requested. Community Co-op Packages will have corporate approved deals that run online until the cost of the direct mail advertising is paid. Customer will not be guaranteed a specific ad position in any Publication under any circumstances for any direct mail advertisement included in any Discount Certificates. Customer understands that Discount Certificates may be displayed in multiple surrounding markets at no additional charge. Customer agrees that at the sole discretion of Company, the Discount Certificate may be featured on several affiliate websites and may be included in promotional offers on third party websites and mobile applications. Upon the written agreement of the parties, the Agreement may be extended to cover additional Discount Certificates, materials, or time periods upon the same Terms and Conditions.

COMPANY IS NOT PRODUCT/SERVICE PROVIDER. Company is responsible only for the administration of the Discount Certificate promotion. Company does not act as agent for either the Customer or the Consumer for any purpose. Customer, not Company, is the vendor and the provider of the products and/or services promoted in any Discount Certificate promotion, and Company assumes no responsibility for such products and/or services in any respect. Customer, not Company, is the issuer of the Discount Certificates. Any terms and conditions applicable to the products and/or services described in the Discount Certificates are the responsibility of the Customer and the Consumer, and not of the Company.

DIGITAL PRODUCTS: Customer agrees that at the sole discretion of Company, the Discount Certificates may be featured on Company's Clipp Discount Certificate - ("DTO") online only, Community Co-op ("CCO") with direct mail advertising component, Future Ad Deal ("FAD"): Customer understands it can take up to seven (7) business days for deal to be removed from Site from date cancellation request is received. Customer agrees to honor all sold Discount Certificates, a \$250.00 cancellation fee, any cancellation fees associated with direct mail advertising component and any remaining account balances due after proceeds are applied (if applicable) will be charged.

CUSTOMER RESPONSIBILITIES PERTAINING TO DISCOUNT CERTIFICATES. Customer agrees to fully cooperate with the promotion, sale, and redemption of Discount Certificates. This includes, but is not limited to the following:

- i. Customer agrees to accept valid Discount Certificates in exchange for Products as described in this Agreement, regardless of Consumer purchase date.
- ii. Customer shall not use any method, mechanism, device, or software to affect the proper functioning of the Discount Certificate promotion.
- iii. Customer is obligated to use Company's digital redemption system to track redeemed Discount Certificates. Go to: <https://www.Clipp.com/content/files/AdvertiserAssets/Customer%20MobileApp.pdf> for more information about the digital redemption system. Customer may opt out of using this service by sending an email to: order-confirm@clippertmagazine.com
- iv. Customer agrees not to conduct or engage with third parties in any similar online offer during the Offer Purchase Period nor in the three (3) weeks prior.
- v. In the event that Customer does not honor the Discount Certificates after direct mail advertising is published (if applicable), Customer is liable for the unpaid portion of the unsold Discount Certificates plus any credit card processing fees not covered. If there is no direct mail advertisement associated with the deal the Customer will be liable for any refunds given to Consumers affiliated with the Discount Certificate.
- vi. If Customer's business is sold or transferred Customer will remain liable for honoring all Discount Certificates if proper arrangements are not made with new owners.
- vii. Customer agrees not to change the deal terms after the Agreement is authorized, unless jointly agreed with Clipp.com management at Company's corporate office.

viii. Customer agrees to complete the ACH debit set-up information before any Customer share payment is made.

ix. Customer understands that any remittance amounts are considered taxable income to the Customer and will be reported to the IRS on form 1099-Misc after the end of the calendar year.

UN SOLD DISCOUNT CERTIFICATES. Customer grants Company the right to run promotional discounts with third party partners for any unsold Discount certificates, reduce the Price of any unsold Discount Certificates and/or use any unsold Discount Certificates as gifts, discounts, and/or prizes in sweepstakes and contests conducted by Company.

FAILURE TO PROMOTE DISCOUNT CERTIFICATES. Company is not required to promote any Discount Certificate for the benefit of any person or entity other than Customer. If, for reasons beyond Company's control, including, but not limited to, legal restrictions, acts of God, labor disputes, force majeure, necessity, mechanical or electronic failure, there is an interruption or omission of the display or promotion of any Discount Certificate or other material to be displayed hereunder, Company may suggest a substitute time period for the display of the interrupted or omitted Discount Certificate. Such substitution in time period shall be Customer's sole remedy for any failure to display or promote a Discount Certificate and Company shall have no further liability, including direct mail advertising.

CUSTOMER SHARE/ALLOCATION OF PROCEEDS FOR DISCOUNT CERTIFICATE PROGRAMS. Customer understands that the payment for sold Discount Certificates will be withheld until the direct deposit banking information, such as a voided check and a completed W-9, is provided.

DIRECT MAIL ADVERTISING WITH ONLINE DEAL PROGRAM. Customer agrees to direct mail advertising to be published procured by Customer. "Customer Share" is the percentage noted in this Agreement multiplied by the collected payments that exceed the value of the advertisement as indicated in this Agreement.

COMMUNITY CO-OP PROGRAM. Customer provides Discount Certificates, generally 2x the value of a pre-arranged rate of Products noted in this Agreement. Company retains 100% of the proceeds from the sale of the certificates.

FUTURE AD DEAL PROGRAM ("FAD"). Customer may also provide Discount Certificates and have Company hold one hundred percent (100%) of the proceeds on Customer account for future purchases with Company. Customer understands that held proceeds must be used toward future advertising within one (1) year of online deal closing (as defined herein) to avoid losing funds. If outstanding balances owed to Company by Customer become delinquent, then these funds may be applied towards the outstanding balances at the discretion of Company.

ONLINE DEAL (ONLY). Customer Share is the percentage noted in the Agreement multiplied by the collected payments.

ALLOCATION OF CUSTOMER SHARE. Customer authorizes Company to apply any portion or all of the Customer Share from any Clipp.com promotion toward any outstanding balances owed to Company or its affiliates due to any Products from Company.

REMITTANCE AMOUNT FOR DISCOUNT CERTIFICATES. Company will remit to Customer the Customer Share minus a credit card processing fee of two-and one-half percent (2.5%) of the collected payments (the "Remittance Amount").

REMITTANCE DATE FOR DISCOUNT CERTIFICATES. If one third (1/3) of the total Remittance Amount is greater than or equal to \$100.00 Company will pay an initial payment or one-third of the Remittance Amount within five (5) business days after the end of the Offer Purchase Period ("Deal Closing"). Company will pay the remaining balance of the Remittance Amount less any subsequent refunds, credit card chargebacks or other adjustments impacting the collected payments, within thirty (30) calendar days of the deal

PAYMENT FOR ONLINE ADVERTISING AND EMAIL MEDIA UNIT. All Products are prepaid.

Payment is due upon authorization of the Agreement.

USER INFORMATION. Any user or usage data or information collected via the Site or related to the Site shall be the property of Company. Customer shall have no rights in such information by virtue of this Agreement.

TAXES & LICENSES. It is the Customer's responsibility to ensure that all taxes that apply to the Products have been collected, reported, and remitted to the appropriate tax authorities. Customer also understands that any remittance amounts for Customer shares on Discount Certificates are considered taxable income to the Customer and will be reported to the IRS on form 1099-Misc after the end of the calendar year. It is Customer's responsibility to obtain any applicable or necessary licenses, conveyances, or any other form of approval for the Products sold and to any fees associated therewith. Customer warrants that Customer is registered for sales and use tax purposes in all states in which Customer's goods and services will be provided pursuant to the terms of the Discount Certificate. Customer shall be liable and shall indemnify Company for all sales, service or other taxes which are not collected at the time of payment, but which are ultimately determined to be payable in connection with this Agreement. Customer understands that the individual state and local sales taxes and their applicability may change which may impact the tax noted on invoices. If there is a change in the sales tax as stated in this Agreement, payment to Customer will be adjusted accordingly.

ONLINE AD DELIVERY. Customer will provide to Company the online advertising ("Online Advertising") in a format suitable for posting on the Site and via a transmission method mutually agreed upon by the parties in a mutually agreed upon time frame of the desired posting date.

Customer shall have the right to change any online advertisement(s), provided that it submits to Company any such changes at least forty-eight (48) hours in advance of the desired posting date.

Customer shall pay all expenses connected with the delivery of the advertisement(s) to Company.

RESERVATION OF RIGHTS. Company may, in its sole discretion, edit, reject, or remove from its Site at any time any Discount Certificate or other material submitted by Customer or Agent.

CONSUMER FEEDBACK. Customer acknowledges and agrees that Consumers may be given the opportunity to provide reviews and/or feedback relating to Customer and its Products on Sites where the Digital Display Services can be viewed; that some of such reviews and feedback may be positive, while other such reviews and feedback may be negative; that Company cannot and does not review all such reviews and feedback, nor does Company have any control over such reviews and feedback; and that under no circumstances shall Company be held responsible or liable for any claims or damages arising out of any reviews or feedback, nor shall Company be obligated to edit or remove any reviews or feedback from the Site.

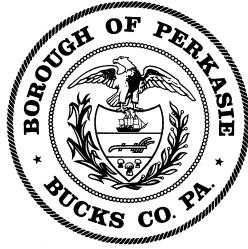
COMPLIANCE WITH LAWS. The Site and Products shall only be used for lawful purposes and Customer shall use the Site and Products only in compliance with this Agreement, the CAN-SPAM Act and regulations thereunder and all other applicable U.S., state, local and international laws in your jurisdiction, including but not limited to (a) Canada's Anti-Spam Legislation and any other policies and laws related to unsolicited emails, spamming, privacy, obscenity, or defamation, copyright and trademark infringement and child protective email address registry laws.

TECHNICAL QUALITY. Company shall not be responsible for any Customer content that is not properly displayed or that cannot be accessed or viewed because the material was not received by Company in the proper form, in a timely manner, or in an acceptable technical quality for display. This Agreement cannot be invalidated for, and Company will not be liable for, typographical errors, incorrect insertions or omissions in any Digital Advertising materials displayed pursuant to this Agreement or omitted from display including direct mail advertising.

REPRESENTATION AND WARRANTIES. Customer represents and warrants that all terms and descriptions for Digital Display Services and other material it supplies to Company (a) is original,

accurate, and complete, and shall comply with all applicable laws, rules, and regulations, including without limitation all applicable laws, rules, and regulations governing: (i) gift certificates, coupons, unclaimed property, and escheat, and (ii) the products and services provided by Customer; and (b) does not contain libelous or slanderous material, or violate or infringe the personal or proprietary rights of any person or other entity (including without limitation rights of copyright, trademark, privacy or publicity). Customer agrees to comply with the Federal Reserve rules for gift cards and gift certificates which went into effect on August 22, 2010, and any subsequent rules that have come into effect. Company does not guarantee any minimum level of sales of Discount Certificates or any response in respect to any Digital Display Services provided to Customer by Company.

SECURITY. The Customer's database is kept private and secure. It is backed up at least weekly using firewall-protected facilities. Company will not market to the e-mail list provided by Customer without Customer's consent.



BOROUGH OF PERKASIE

MEMORANDUM

January 27, 2026

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: GeoSport Change Order

Construction for the current phase of improvements at Kulp Park began in late summer 2025 and has required careful coordination among multiple contractors, as well as the Perkasie Borough Public Works and Electric Departments.

During installation of the new LED field lighting in November 2025, the contractor encountered unforeseen soil conditions that required the use of a rock drilling attachment in order to properly and safely complete the work. Given the project's schedule and the approach of winter conditions, the contractor secured the required equipment immediately, taking advantage of next-day availability while they were between projects. This timing allowed the Borough to avoid project delays and resulted in a significantly reduced cost compared to the original estimate of approximately \$15,000.

The work associated with this change order has already been completed to maintain project momentum and protect the construction schedule. The cost of the change order is fully covered within the project's existing grant contingency funds through the Local Share Account (LSA) Statewide Program. Approval of the change order is included in the council packet as a formality required by the grant administrator to document the completed work.

Please let me know if you have any questions.

Sincerely,
Lauren Moll



GeoSport Lighting Systems, LLC

PROPOSAL FOR:

Kulp Park Change Order

GeoSport Lighting Systems, LLC, (herein called GeoSport), will provide all materials as described below.

➤ **Proposal includes:**

- Change Order for Drilling Foundation due to unexpected rock soils and additional rock driller equipment needed

TOTAL COST OF CHANGE ORDER.....\$8,600

TERMS:

- Taxes are excluded. Purchaser must provide GeoSport with a valid tax exemption. Purchaser agrees that if the exemption provided is deemed invalid by the applicable state tax authorities, Purchaser will reimburse GeoSport for taxes GeoSport was required to remit.

Acceptance of Offer to Sell: This offer to sell (Proposal) is valid for acceptance by Purchaser by the execution of the Acceptance of Proposal below and return of an original to GeoSport. If the Acceptance of Proposal is not received by GeoSport on or before the Proposal expiration date, this offer to sell shall be deemed automatically cancelled and withdrawn.

Proposal tendered: January 27, 2026

Proposal expires: February 27, 2026

For: **GeoSport Lighting Systems, LLC**

By: Willie H. Smith

ACCEPTANCE OF PROPOSAL

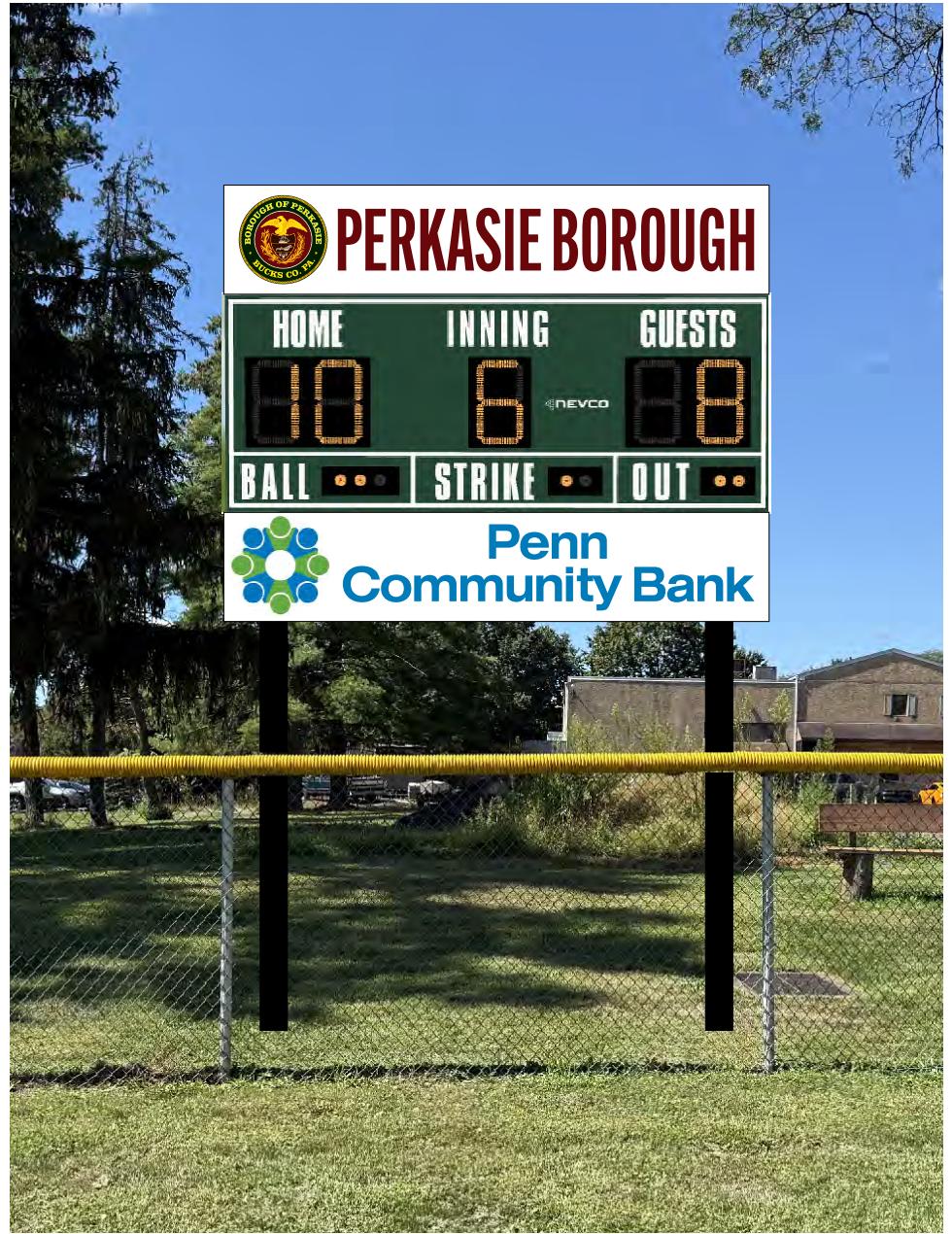
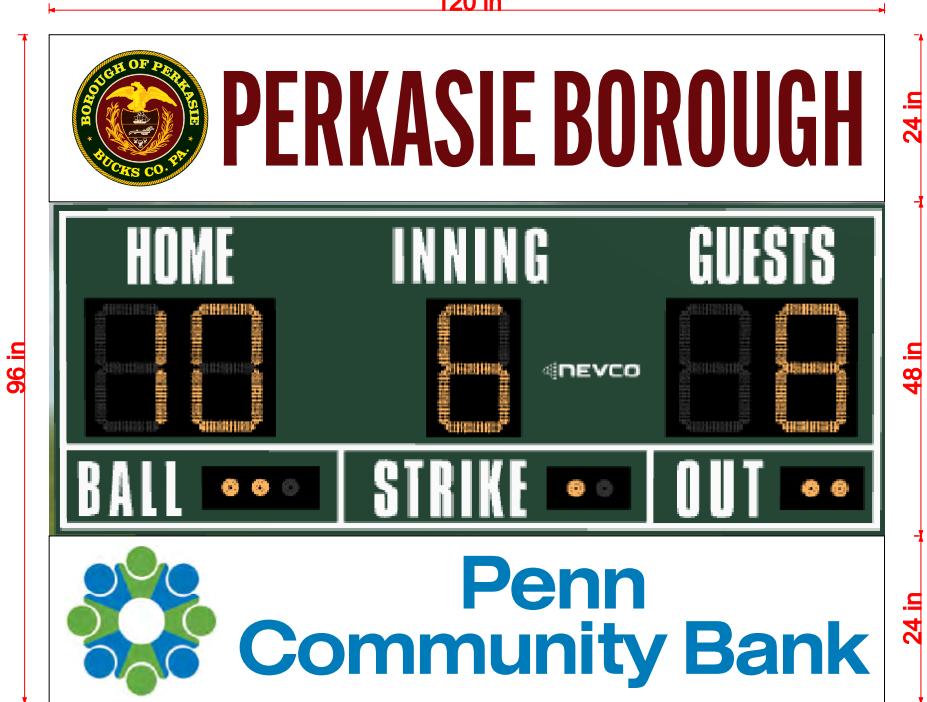
By your signature below and the return of an originally executed Acceptance of Proposal within the time specified for acceptance of GeoSport offer to sell, you accept the terms and conditions contained in the Proposal and attached designs.

PURCHASER: _____

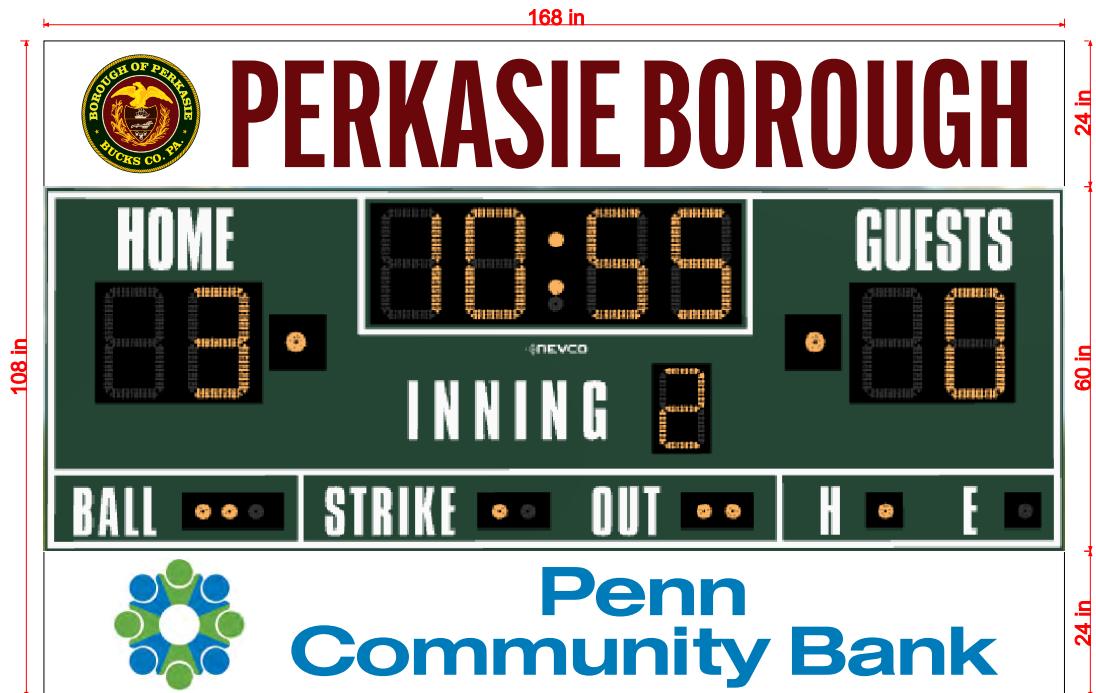
By: _____

(Name and Title)

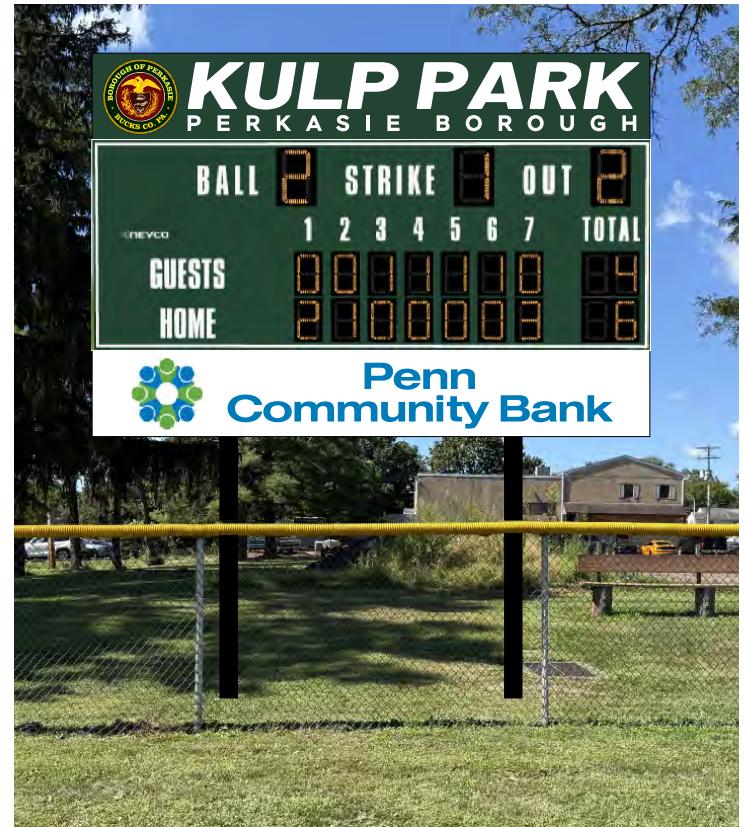
Date: _____ Federal Tax ID #: _____



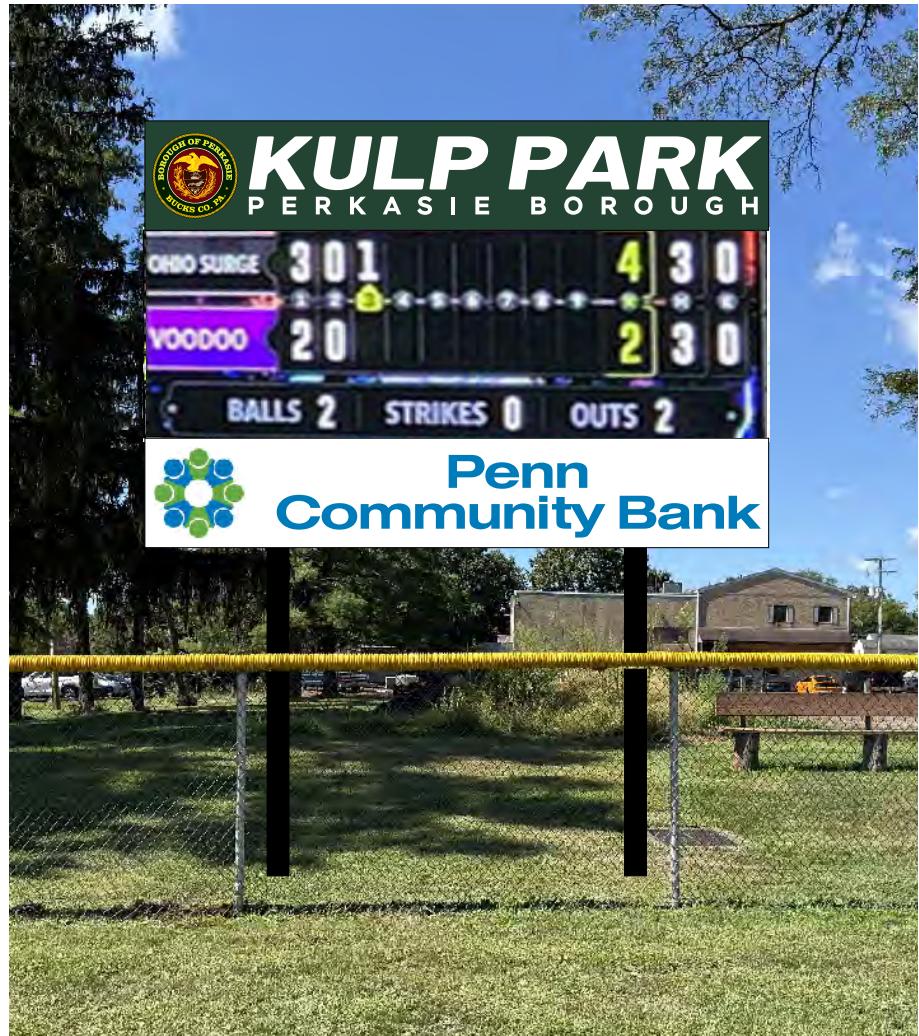
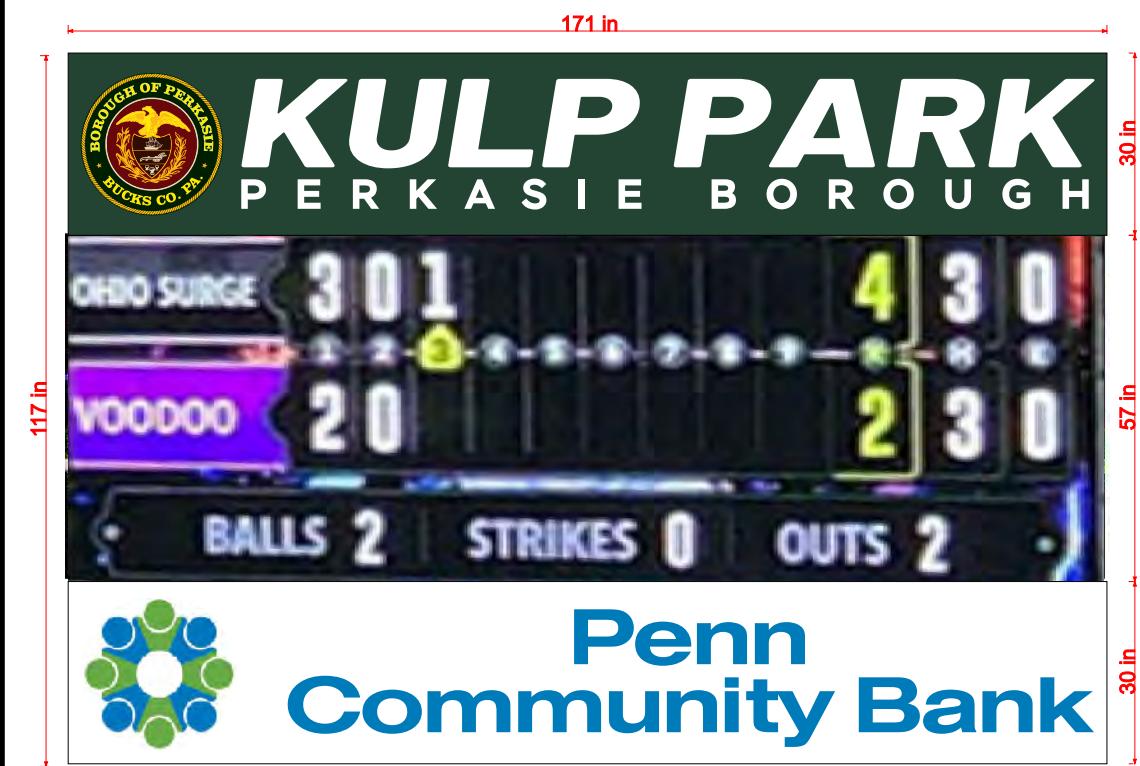
CUSTOMER NAME		Sign Description:		DATE	SALESMAN	DESIGNER
Perkasie Borough				08.28.25	JW	MC
SITE ADDRESS				KC SIGN - CORPORATE OFFICES		
21 S. Second Street Perkasie, PA 18944				142 Conchester Hwy Aston, PA 19014 Ph: 610-497-0111 Fax: 610-497-0110 E-mail: info@kcsignco.com		
ORDER NUMBER	PAGE NUMBER					
086976	1	THIS IS AN ORIGINAL UNPUBLISHED DRAWING, CREATED BY KC SIGN CO. IT IS SUBMITTED FOR YOUR APPROVAL, IN CONNECTION WITH A PROJECT BEING PLANNED BY KC SIGN CO. THIS IS FOR YOUR EXCLUSIVE USE. IT IS NOT TO BE USED, REPRODUCED, COPIED OR EXHIBITED IN ANY FASHION. THIS DRAWING IS PROPERTY OF KC SIGN CO.		"NOTE" DUE TO VARIANCES AMONG COLOR PRINTED & COMPUTER MONITORS THE COLORS YOU SEE ON YOUR PROOF MAY NOT BE THE EXACT COLORS OF OUR PRODUCTS. THE COLORS YOU SEE SHOULD BE CONSIDERED CLOSE RENDITIONS TO THE ACTUAL COLORS AVAILABLE.		



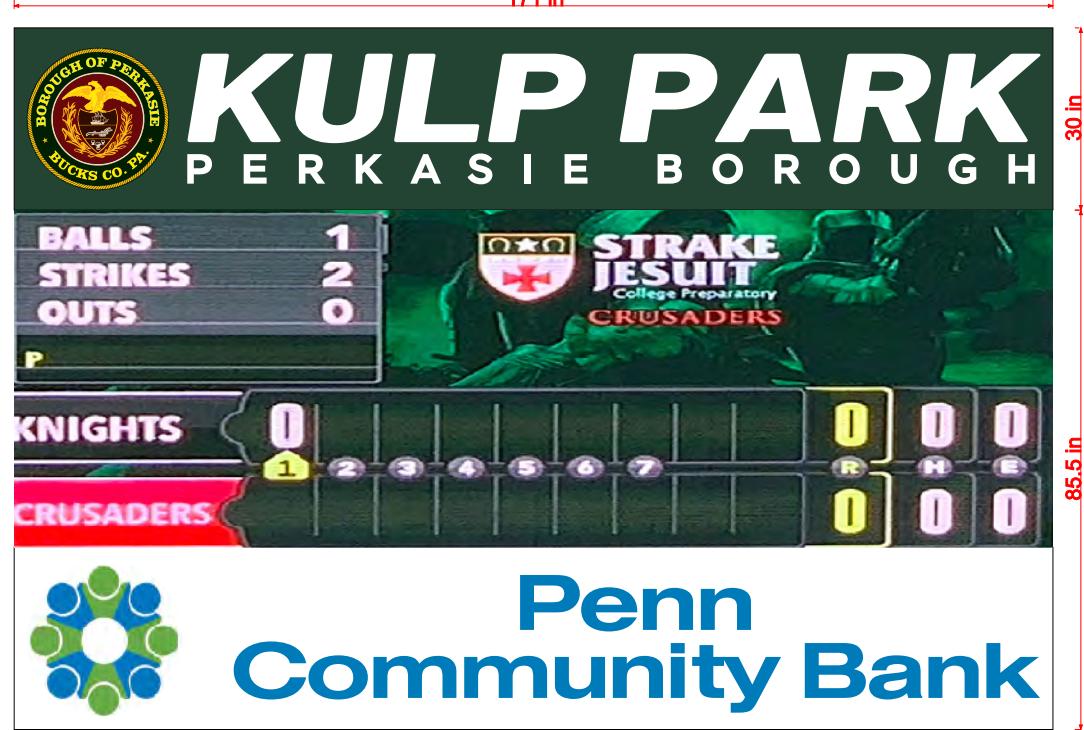
CUSTOMER NAME		Sign Description:		DATE	SALESMAN	DESIGNER
Perkasie Borough				08.28.25	JW	MC
SITE ADDRESS				KC SIGN - CORPORATE OFFICES		
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Perkasie Borough				08.28.25	JW	MC
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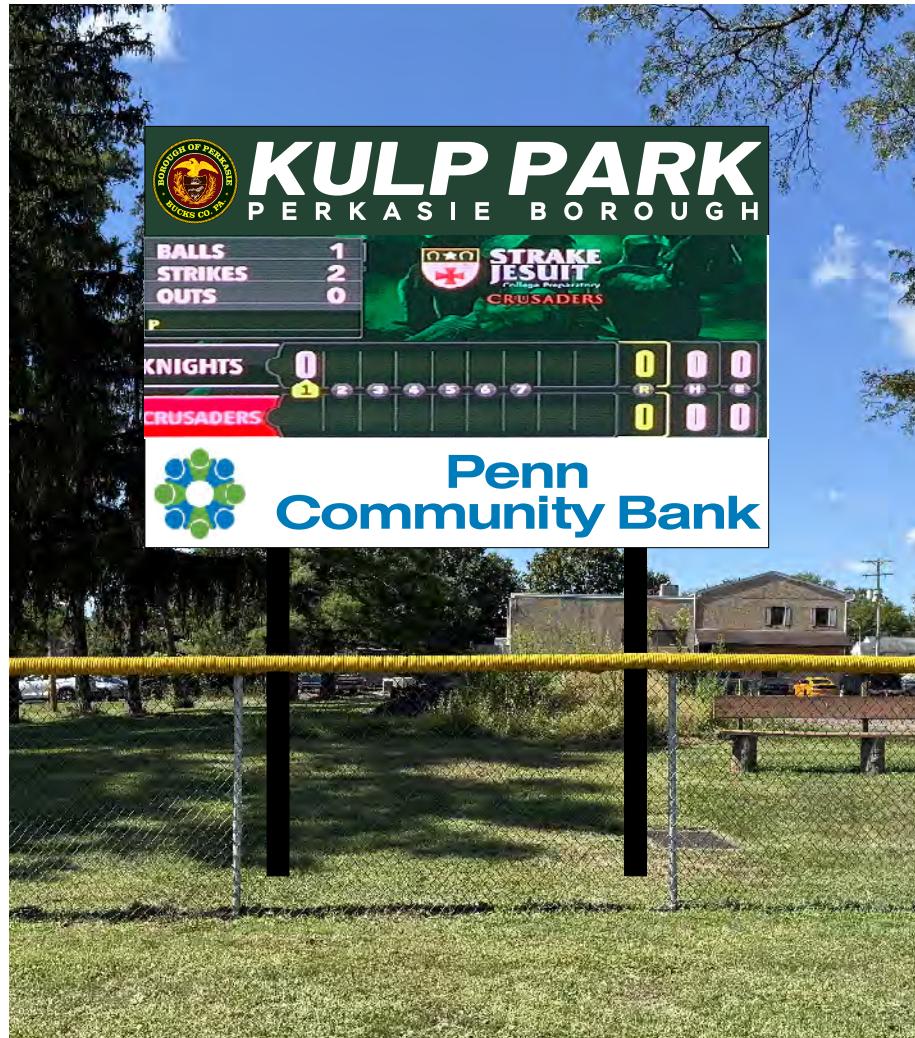


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Perkasie Borough				08.28.25	JW	MC
SITE ADDRESS				KC SIGN - CORPORATE OFFICES		
21 S. Second Street Perkasie, PA 18944				142 Conchester Hwy Aston, PA 19014 Ph: 610-497-0111 Fax: 610-497-0110 E-mail - info@kcsignco.com		
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ALUMINUM
TOP PANEL
WITH VINYL
GRAPHICS

FULL COLOR
LED DISPLAY



CUSTOMER NAME		Sign Description:		DATE	SALESMAN	DESIGNER
Perkasie Borough				12.16.25	JW	MC
SITE ADDRESS				KC SIGN - CORPORATE OFFICES		
21 S. Second Street Perkasie, PA 18944				142 Conchester Hwy Aston, PA 19014 Ph: 610-497-0111 Fax: 610-497-0110 E-mail: info@kcsignco.com		
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KC Sign & Awnings
 142 Conchester Highway
 Aston, PA, 19014- USA
 Phone: (610)-497-0111 Fax: (610)-497-0110
www.kcsignco.com
info@kcsignco.com

Quote Submitted To:

PERKASIE001
 Lauren Moll
 Perkasie Borough
 620 West Chestnut Street
 Perkasie, PA 18944- USA

Phone: (215) 257-5065 Ext.
 Fax:
 Email parkandrec@perkasieborough.org

Job Name and Location

Kulp Park
 21 S. Second Street
 Perkasie, PA 18944- USA

Quotation Number	Quote Date	Payment Terms	Contact	Page
087947	1/20/2026	50 Dep/Bal	JW	Page 1 of 4
Quantity	Description			Unit Price

1 Scoreboard Option 1
 Header Panel
 - 24" h x 120" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Scoreboard
 - Nevco Model: 1610
 - Qty: 1
 - Overall size: 48" h x 120" w x 8" deep
 - Standard color background
 - Wireless controller and receivers
 - Red LED digits
 - Static team names
 Sponsor Panel
 - 24" h x 120" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Installation:
 - Above installed onto (2) New W8 x 18 Steel I beams
 - 24" Round x 84" deep Deep Concrete Footers
 - Connection to customer supplied electrical lead ran to site of sign installation

KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE. If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines

If rock or water is encountered additional charges may apply

Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply

*KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck *

Customer is responsible to supply the electric to with 5 feet of the installation

\$24,385.00 \$24,385.00

1 Scoreboard Option 2
 Header Panel
 - 24" h x 168" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Scoreboard

Quotation Number	Quote Date	Payment Terms	Contact	Page
087947	1/20/2026	50 Dep/Bal	JW	Page 2 of 4
Quantity	Description		Unit Price	Extended Price

- Nevco Model: 1654
 - Qty: 1
 - Overall size: 60" h x 168" w x 8" deep
 - Standard color background
 - Wireless controller and receivers
 - Red LED digits
 - Static team names
 Sponsor Panel
 - 24" h x 168" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Installation:
 - Above installed onto (2) New W10 x 22 Steel I beams
 - 36" Round x 102" deep Deep Concrete Footers
 - Connection to customer supplied electrical lead ran to site of sign installation

KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE. If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines

If rock or water is encountered additional charges may apply

Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply

*KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck *

Customer is responsible to supply the electric to with 5 feet of the installation

\$33,995.00 \$33,995.00

1 Scoreboard Option 3
 Header Panel
 - 30" h x 192" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Scoreboard
 - Nevco Model: 1609
 - Qty: 1
 - Overall size: 72" h x 192" w x 8" deep
 - Standard color background
 - Wireless controller and receivers
 - Red LED digits
 - Static team names
 Sponsor Panel
 - 30" h x 192" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Installation:
 - Above installed onto (2) New W10 x 33 Steel I beams
 - 36" Round x 108" deep Deep Concrete Footers
 - Connection to customer supplied electrical lead ran to site of sign installation

KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE. If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines

If rock or water is encountered additional charges may apply

Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply

Quotation Number	Quote Date	Payment Terms	Contact	Page
087947	1/20/2026	50 Dep/Bal	JW	Page 3 of 4
Quantity	Description		Unit Price	Extended Price

*KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck *

Customer is responsible to supply the electric to with 5 feet of the installation

\$51,495.00 \$51,495.00

1 Scoreboard Option 4
 Header Panel
 - 30" h x 170.5" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 LED Scoreboard
 - Vantage 16mm 90 x 270
 - 57" h x 170.5" w
 - Full Color Pixel Configuration
 - 281 Trillion Colors
 - 10,000+ Brightness Level (Nits)
 - 160 Degree Viewing Angle
 - LightSpeed! Media Software
 Sponsor Panel
 - 30" h x 170.5" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 Installation:
 - Above installed onto (2) New W10 x 33 Steel I beams
 - 36" Round x 108" deep Deep Concrete Footers
 - Connection to customer supplied electrical lead ran to site of sign installation

Customer is responsible to run and terminate Fiber Optic line

KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE. If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines

If rock or water is encountered additional charges may apply

Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply

*KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck *

Customer is responsible to supply the electric to with 5 feet of the installation

\$71,275.00 \$71,275.00

1 Scoreboard Option 5
 Header Panel
 - 30" h x 170.5" w x 8" deep
 - 1 Color painted finish
 - 3M Vinyl graphics
 LED Scoreboard
 - Vantage 16mm 90 x 270
 - 85.5" h x 170.5" w
 - Full Color Pixel Configuration
 - 281 Trillion Colors
 - 10,000+ Brightness Level (Nits)
 - 160 Degree Viewing Angle
 - LightSpeed! Media Software
 Installation:
 - Above installed onto (2) New W10 x 33 Steel I beams

Quotation Number	Quote Date	Payment Terms	Contact	Page
087947	1/20/2026	50 Dep/Bal	JW	Page 4 of 4
Quantity	Description		Unit Price	Extended Price

- 36" Round x 108" deep Deep Concrete Footers
- Connection to customer supplied electrical lead ran to site of sign installation

Customer is responsible to run and terminate Fiber Optic line

***KC SIGN IS NOT RESPONSIBLE FOR ANY UNDERGROUND LINES THAT ARE NOT MARKED BY THE STATE ONE CALL SERVICE.** If you have underground data lines, sprinkler lines, privately installed electrical lines such as parking lot lights and field lights etc we recommend you hire a locator service to mark these lines*

If rock or water is encountered additional charges may apply

Customer to provide place to dispose of dirt from new footers. If dirt must be removed from site additional charges will apply

*KC Sign is not responsible for any ruts, depressions or damage to the field from the crane or concrete truck *

Customer is responsible to supply the electric to with 5 feet of the installation

\$90,595.00 \$90,595.00

1 Cost for Sign Permit Acquisition - Staff time to apply for permits and follow up with municipality:
 - Does not include cost of the sign permits, any additional electrical permits which may need to be pulled, engineer's drawings, or final electrical inspection.
 - If engineer's drawings are required and specify additional structure beyond the estimated amount, an additional charge will apply

\$695.00 \$695.00

Quotes are valid for 15 days. Price subject to change due to tariffs. 50% down on any order, balance due upon completion.. Customer is required to approve the final design; correct spelling is the responsibility of the customer and must be checked prior to approval. Any errors or omissions discovered after approval are the customer's responsibility. Sketches and artwork remain the property of KC Sign and are not to be shared with any design, graphics, printing or sign company without written permission. Quoted prices do not include permit costs. If KC Sign is contracted to obtain permits, an acquisition fee will apply. All costs of permits, licensing fees, engineered and electrical drawings, 3rd party inspections and any other item required by the municipality are the customer's responsibility. Electric must be supplied to the site by the customer; if not available additional charges will apply for electric hook-up. Quoted prices do not include applicable taxes. Customer must supply a tax exemption certificate to be exempt from sales taxes. All signs are the property of KC Sign until paid in full. All signs are custom made therefore any cancellation of work will result in the forfeiture of deposit monies. KC Sign does not offer refunds on any products. Standard Warranty is available on all signs. Damages occurring from "acts of God" are beyond our control and do not fall under any warranties.

Thank You

For: Perkasie Borough

SIGNATURE: X _____ DATE: _____



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

DATE: January 21st, 2026

SUBJECT: Property Maintenance Board of Appeals

“Property maintenance” refers to the ongoing upkeep of buildings, structures, and land to ensure they remain safe, sanitary, and in good repair. For Code Enforcement, this includes addressing conditions such as deteriorated structures, overgrowth, debris, drainage issues, and other exterior conditions that may affect public health, safety, or neighborhood quality.

Perkasie Borough has 2 vacancies on the Property Maintenance Board of Appeals. One vacancy is for a 5-year term, the other is for a 2-year term.

The PROPERTY MAINTENANCE CODE BOARD OF APPEALS hears appeals from decisions made by the Property Maintenance Code Official regarding violations or enforcement of the Borough’s Property Maintenance Code. The Board of Appeals serves a quasi-judicial function but meets only when necessary. It provides residents and property owners with a fair process to contest enforcement actions.

Per the 2018 International Property Maintenance Code, the board of appeals should consist of no less than 3 members who are qualified by experience and training to pass on matters pertaining to property maintenance. Members should be residents of Perkasie Borough, but should not be employees of Perkasie Borough.

Perkasie’s Property Maintenance Board of Appeals currently has 3 members with terms expiring in 2026, 2028 and 2029.



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 29, 2026

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

FROM: Jeffrey Tulone, Public Works Director

Jeffrey Tulone

RE: Change in Employment Status for Kymani Dacres

At this time, I would like to request that Council authorize the transition of Kymani Dacres from Temporary Part-Time Laborer to Permanent Part-Time Laborer. This change is recommended following the recent promotion of Brayden Kett from Permanent Part-Time Laborer to Full-Time Public Works employee, which created the opening.

Kymani has consistently demonstrated reliability, strong work performance and dedication to Borough operations. Based on these qualities and our ongoing staffing needs, I am recommending that Kymani be moved into the Permanent Part-Time position, and that his hourly rate change from \$19.22 to \$20.45. This adjustment will help ensure continuity of service and support the Borough's operational efficiency.

Thank you for your consideration.



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 29, 2026

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum

FROM: Rebecca Deemer, Finance Director

SUBJECT: Overview of Borough Grant Activity

We would like to provide Borough Council with a high-level, informational overview of the Borough's grant activity based on the grant tracking worksheet that is included in your packet. The worksheet summarizes grants the Borough has applied for, been awarded, is actively administering, or has completed. Grant funding continues to play a significant role in advancing capital, infrastructure, park, and planning projects-often offsetting or fully covering total project costs and significantly reducing the Borough's financial exposure.

The attached grant tracking worksheet serves as the Borough's centralized record of grant activity and includes:

- Grant program and funding source
- Project description
- Status (active, completed, or applied)
- Total project cost and grant award
- Grant Terms
- Borough match requirements and funding sources
- Key notes regarding progress or reimbursement

The spreadsheet is maintained as a working document and is updated as grant applications are submitted, awards are received, reimbursements are processed and grants are closed out.

Several active grants shown on the worksheet illustrate how grant funding is currently supporting major Borough projects. The worksheet also includes grants that have been submitted or are pending award, and projects that are potentially eligible for future grant funding.

In addition to active and submitted grants, the worksheet reflects several grants that have been successfully completed and closed out. These projects demonstrate the Borough's ability to manage grants through construction, reimbursement, and final reporting.

Staff will continue to maintain and update the spreadsheet and will bring forward individual grant awards to Council as required.

Grant	Status	Contract #	Source	Description	Grant Term	Project Cost Est.	Requested Amount	Grant Award	Borough Match	Match Funding Source	Date sent	Notes
DCED-Local Share Account (LSA)	Active	C000091682	Commonwealth Financing Authority	Kulp Park Improvements - Phase 2	10/24/24-6/30/27	\$ 1,064,139.59	\$ 652,886.00	\$ 652,886.00	\$ -	No match required		Project in Progress 60% complete
Department of Conservation & Natural Resources (DCNR)	Active	BRC-PRD-29-94	Keystone Recreation, Park and Conservation Fund	Kulp Park Improvements - Phase 2	1/1/24-12/31/27	\$ 1,064,139.59	\$ 250,000.00	\$ 200,000.00	\$ 200,000.00	LSA Grant/In-Kind Borough Match		Project in Progress 60% complete
Greenway, Trails & Recreation Program (GTRP)	Active	C000092899	DCED-Department of Community & Economic Dev.	Kulp Park Improvements - Phase 2	1/28/25-6/30/28	\$ 1,064,139.59	\$ 200,000.00	\$ 200,000.00	\$ 30,000.00	LSA Grant		Project in Progress 60% complete
Keystone Communities Planning Grant	Active	C000088248	Commonwealth of PA	Strategic 5-year planning	2/12/24-6/30/26	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	ARPA Funds		Project in Progress
FEMA/PEMA - Public Assistance	Active	4618DR-PA 662216	FEMA/PEMA	Restoration of South Perkasie Covered Bridge	09/10/2025	\$ 1,588,989.00	\$ 1,588,989.00	\$ 271,789.00	\$ -	No match required		Timber Structure - In process to be re-obligated for total project cost estimate
FEMA/PEMA - Hazard Mitigation	Active	4618DR-PA 662216	FEMA/PEMA	Restoration of South Perkasie Covered Bridge	09/10/2025	\$ 160,488.00	\$ 160,488.00	\$ 155,765.56	\$ -	No match required		Abutments - In process to be re-obligated for total project cost estimate
Keystone Historic Preservation Grant: Construction Projects	Active	C980002446	Commonwealth PA Historical and Museum Comm.	Restoration of South Perkasie Covered Bridge	9/1/23-9/30/25	\$ 200,000.00	\$ 100,000.00	\$ 100,000.00	\$ 100,000.00	Historic Comm. Fundraising		Timber Structure
RMUC-ACT 1	Active	Prize Award		Advanced Cybersecurity Technology Prize	No set term	\$ 50,000.00	\$ 50,000.00	\$ 50,000.00	\$ -	No match required		Commitment Phase - \$34,818 remaining
Park Ave - Stormwater & Pedestrian Improvements	Awarded	B-24-CP-PA-1877	Department of Housing & Urban Dev. (HUD)	Park Ave: Stormwater & Pedestrian Improv.	3/5/24- 8/31/32	\$ 3,818,095.00	\$ 2,058,180.00	\$ 2,058,180.00	\$ -	Green Light Go; TAS; Liquid Fuels		Funds available for drawdown
Green Light Go	Awarded	TBD	PENNDOT	Park Ave: S. Ridge Rd / W. Park Ave Signal Modernization	through 6/30/2028	\$ 3,818,095.00	\$ 531,550.00	\$ 425,240.00	\$ 106,310.00	Capital Funds		Grant awarded 12/31/25 - waiting on contract documents
Department of Conservation & Natural Resources	Awarded	TBD	DCNR	Land Acquisition - Community Garden	TBD	\$ 162,430.00	\$ 162,430.00	\$ 81,215.00	\$ 81,215.00	Impact Fees	Mar-26	Waiting on grant decision
Byrne SCIP Local Solicitation	Awarded	TBD	PA Commission on Crime & Delinquency	Commyt. Relations Specialist position	through 9/30/2027	\$ 194,488.00	\$ 194,488.00	\$ 194,488.00	\$ -	No match required		Grant awarded 12/11/25 - waiting on contract documents
DCED-Local Share Account (LSA)	Awarded	TBD	Commonwealth Financing Authority	Commyt. Relations Specialist-Vehicle	TBD	\$ 56,309.00	\$ 56,309.00	\$ 56,309.00	\$ -	No match required		Grant awarded 12/18/25 - waiting on contract documents
DCED-Local Share Account (LSA)	Awarded	TBD	Commonwealth Financing Authority	Traffic Safety Program	TBD	\$ 101,171.00	\$ 101,171.00	\$ 101,171.00	\$ -	No match required		Grant awarded 12/18/25 - waiting on contract documents

Grant	Status	Contract #	Source	Description	Grant Term	Project Cost Est.	Requested Amount	Grant Award	Borough Match	Match Funding Source	Date sent	Notes
Transportation Set-Aside	Applied		Federal Highway Administration	Park Ave: Pedestrian & Stormwater Improv.		\$ 3,818,095.00	\$ 1,496,574.00	\$ -	\$ -	Green Light Go/HUD / Liquid Fuels	Sep-25	\$2,058,180 (HUD) \$139,580 (LQF) \$148,000 (Gen Fund). Full application due October 2025
DCED-Local Share Account (LSA)	Applied		Commonwealth Financing Authority	Police Modular Vehicle Barrier System Trailers		\$ 386,640.00	\$ 386,640.00	\$ -	\$ -	No match required	Oct-25	
DCED-Local Share Account (LSA)	Applied		Commonwealth Financing Authority	Public Works Hook Truck w/ upfits		\$ 407,828.00	\$ 407,828.00	\$ -	\$ -	No match required	Oct-25	

Grant	Status	Contract #	Source	Description	Grant Term	Project Cost Est.	Requested Amount	Grant Award	Borough Match	Match Funding Source	Date sent	Notes
Grid Resilience & Innovation Partnership (GRIP)	Planned		Grid Deployment Office (GDO), DOE	Topic Area 1 Distribution Line Burial	TBD							Expression of Interest Email
Grid Resilience & Innovation Partnership (GRIP)	Planned		Grid Deployment Office (GDO), DOE	Topic Area 2 AMI	TBD							Expression of Interest Email
902 Municipal Recycling Grant	Planned		DEP	Recycling Truck	TBD							Application due date: April 30, 2026
Community Development Block Grant	Planned		DCDBG	Street Tree Replacement Project	TBD							
Hazard Mitigation Funding	Potential		PEMA	5th Street Storm Sewer Connection	TBD							
				Streambank Stabilization	TBD							

Grant	Status	Contract #	Source	Description	Grant Term	Approved Costs	Requested Amount	Grant Award	Borough Match	Match Funding Source	Date sent	Notes
DCED-Local Share Account (LSA)	Complete	C000085599	Commonwealth Financing Authority	Lenape Park Timber Ped. Bridge	3/16/23-6/30/26	\$ 99,210.00	\$ 99,210.00	\$ 99,210.00	\$ -	No match required		Project complete and reimbursement received
DCED-Local Share Account (LSA)	Complete	C000091680	Commonwealth Financing Authority	Body Cameras and In-Car Cameras (PD)	10/22/24-6/30/27	\$ 107,415.00	\$ 107,415.00	\$ -	\$ -	No match required		Equipment purchased and installed, reimbursement received grant complete
902 Municipal Recycling Grant	Complete	4100090543	DEP	Recycling Center Upgrades	9/22/21 - 9/21/23	\$ 346,412.00	\$ 305,675.00	\$ 40,737.00	\$ -	Refuse/General Fund		Submitted Final Reimb Request - Audit completed
902 Municipal Recycling Grant	Complete	C990003986	DEP	Equipment/Recyc. Ctr. Overages	9/8/23 - 9/7/25	\$ 361,722.00	\$ 325,550.00	\$ 36,172.00	\$ -	Capital Fund		Reimbursement Requests submitted - Audit completed
Bucks County Tourism Grant	Complete	N/A	Visit Bucks County	SEPTA Freight House	12/19/23-12/18/24	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00	\$ 4,500.00	ARPA Funds		Project complete

Date: 01/22/2026

Contracted Services, Professional Services, Payroll Remittances Check Register #2

User: HEATHE

Time: 1:51:16PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000000832 VC-00064350	Altec Industries, Inc. 51913872	Electric Truck Repairs	07.442.370	01/27/2026	15,471.79			
0000000832	Altec Industries, Inc.			Vendor Total:	15,471.79			
0000003707 VC-00064358	AT&T Mobility 01082026	2 First Net Mobile Air Cards 12/1-12/31/25	07.442.450	01/27/2026	82.78			
0000003707	AT&T Mobility			Vendor Total:	82.78			
0000002575 VC-00064387	Branch Valley Fish, Game & Forestry Assoc. 026	2026 Police Membership Dues	01.410.421	01/26/2026	120.00			
0000002575	Branch Valley Fish, Game & Forestry Assoc.			Vendor Total:	120.00			
0000004084 VC-00064384	Britton Industries 1380775-IN	Yard Waste	05.428.368	01/27/2026	150.00			
0000004084	Britton Industries			Vendor Total:	150.00			
0000000830 VC-00064385	Bucks County Housing Auth. 13956000.00	Electric Final Bill Overpayment Refund	07.200.100	01/27/2026	78.65			
0000000830	Bucks County Housing Auth.			Vendor Total:	78.65			
0000000135 VC-00064390	Clemens Uniform 1750812	PW Uniforms	01.438.238	01/27/2026	197.02			
0000000135	Clemens Uniform			Vendor Total:	197.02			
0000001989 VC-00064386	Commonwealth of Pennsylvania 18726	2026 Fee to Participate in 1033 Program	01.410.450	01/27/2026	600.00			
0000001989	Commonwealth of Pennsylvania			Vendor Total:	600.00			
0000002274 VC-00064411	Elan Financial Services 2800	PW Operating Supplies	01.438.220	01/27/2026	98.33			
VC-00064408	2800	Covered Bridge Fence Rental	30.451.705	01/27/2026	445.70			
VC-00064410	2800	PW Small Tools Minor Equipment	01.438.260	01/27/2026	162.62			
VC-00064409	2800	PW Supplies	01.438.230	01/27/2026	53.96			
VC-00064412	2800	Park Supplies	01.454.250	01/27/2026	79.90			
VC-00064407	2800	Refuse Parts	05.427.250	01/27/2026	9.79			
0000002274	Elan Financial Services			Vendor Total:	850.30			
0000004568 VC-00064406	Elan Financial Services 7554	GFOA Membership Dues - R Deemer	01.402.420	01/27/2026	75.00			
0000004568	Elan Financial Services			Vendor Total:	75.00			
0000004569 VC-00064424	Elan Financial Services 8550	Electric Office Supplies	07.442.200	01/27/2026	292.72			
VC-00064425	8550	Electric Small Tools	07.442.260	01/27/2026	647.99			
VC-00064426	8550	Electric Shop Supplies	07.442.245	01/27/2026	372.95			
0000004569	Elan Financial Services			Vendor Total:	1,313.66			

Date: 01/22/2026

Contracted Services, Professional Services, Payroll Remittances Check Register #2

User: HEATHE

Time: 1:51:16PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000004572	Elan Financial Services							
VC-00064416	7859	Police Materials & Supplies	01.410.242	01/27/2026	133.90			
VC-00064413	7859	Police Monthly Adobe Sub	01.410.452	01/27/2026	19.99			
VC-00064415	7859	Police Uniforms	01.410.238	01/27/2026	518.00			
VC-00064414	7859	Police Office Supplies	01.410.210	01/27/2026	114.51			
0000004572	Elan Financial Services			Vendor Total:	786.40			
0000004574	Elan Financial Services							
VC-00064417	7441	Community Dev Lunch Meeting	01.401.460	01/27/2026	58.29			
VC-00064418	7441	Admin Christmas Lunch	01.405.460	01/27/2026	299.34			
0000004574	Elan Financial Services			Vendor Total:	357.63			
0000004969	Elan Financial Services							
VC-00064421	7648	Grillo Floodplain Membership & Prop Co	01.414.420	01/27/2026	270.34			
VC-00064423	7648	News Herald E Sub	01.405.342	01/27/2026	68.00			
VC-00064422	7648	Admin Office Supplies	01.405.210	01/27/2026	119.53			
VC-00064419	7648	Mgr Webinar Reg	01.401.460	01/27/2026	30.00			
VC-00064420	7648	Council Webinar Registrations	01.400.460	01/27/2026	60.00			
0000004969	Elan Financial Services			Vendor Total:	547.87			
0000000622	FBI - LEEDA							
VC-00064391	200139209	SLI R Richardson 2/2026	01.410.421	01/27/2026	795.00			
0000000622	FBI - LEEDA			Vendor Total:	795.00			
0000001232	GDS Associates, Inc.							
VC-00064351	0245701	Professional Services 11/1-11/28/25	07.442.450	01/27/2026	202.79			
VC-00064352	0245827	General Consulting 11/1-11/28/25	07.442.450	01/27/2026	290.00			
VC-00064353	245828	Power Supply Planning 11/1-11/28/25	07.442.450	01/27/2026	3,747.15			
0000001232	GDS Associates, Inc.			Vendor Total:	4,239.94			
0000001996	Gilmore & Associates, Inc.							
VC-00064369	PS-INV2600586	9 Fairview Ave Reimbursable	01.250.200	01/27/2026	909.00			
VC-00064362	PS-INV2600579	Green Ridge Estates East Reimbursable	01.250.200	01/27/2026	1,779.50			
VC-00064373	PS-INV2600590	35 S. Main St. Reimbursable	01.250.200	01/27/2026	243.00			
VC-00064375	PS-INV2600592	General Engineering thru 12/31/25	01.408.310	01/27/2026	3,624.71			
VC-00064371	PS-INV2600588	PRA Reservoir Booster Pump Station Rei	01.250.200	01/27/2026	2,244.00			
VC-00064370	PS-INV2600587	Economic Plan Update thru 12/31/25	30.451.708	01/27/2026	2,066.00			
VC-00064368	PS-INV2600585	2025 Paving Program Engineering thru 12	15.408.310	01/27/2026	1,053.00			
VC-00064361	PS-INV2600578	Kay Builders Cons Square Reimbursable	01.250.200	01/27/2026	625.50			
VC-00064367	PS-INV2600584	Kulp Park Engineering thru 12/31/25	30.451.701	01/27/2026	7,093.38			
VC-00064366	PS-INV2600583	Green Ridge Estates West Reimbursable	01.250.200	01/27/2026	2,411.57			
VC-00064360	PS-INV2600577	MS4 thru 12/31/25	30.440.710	01/27/2026	2,728.94			
VC-00064372	PS-INV2600589	Menlo Park Pool Coping thru 1/14/26	04.452.450	01/27/2026	1,478.36			
VC-00064376	PS-INV2600593	General Planning thru 12/31/25	01.414.450	01/27/2026	1,224.00			
VC-00064363	PS-INV2600580	Spruce St Townhouses Reimbursable	01.250.200	01/27/2026	81.00			
VC-00064365	PS-INV2600582	306 N. 5th St Reimbursable	01.250.200	01/27/2026	3,648.60			

Date: 01/22/2026

Contracted Services, Professional Services, Payroll Remittances Check Register #2

User: HEATHE

Time: 1:51:16PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO	VENDOR NAME	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER	AMOUNT	PAID	EFT	DP
TRANS. NO	INVOICE NO								
VC-00064374	PS-INV2600591	104 S. 2nd St. Reimbursable	01.250.200	01/27/2026		880.50			
VC-00064364	PS-INV2600581	Perry Mill Reimbursable	01.250.200	01/27/2026		902.00			
0000001996	Gilmore & Associates, Inc.			Vendor Total:		32,993.06			
0000000937	J.P. Mascaro & Sons								
VC-00064388	54947	Single Stream Recycling 1/5,1/6 & 1/8/26	05.426.367		01/27/2026		821.10		
VC-00064389	585888	Scheduled Service Equipment x 2	05.426.367		01/27/2026		470.00		
0000000937	J.P. Mascaro & Sons			Vendor Total:		1,291.10			
0000003307	Keystone Fire & Security								
VC-00064402	7686134	PW Fire Extinguisher Inspections	01.438.480		01/27/2026		635.40		
VC-00064403	7685698	Electric Fire Extinguisher Inspection	07.442.450		01/27/2026		426.82		
VC-00064393	7685533	Annual Fire Extinguisher Inspection Boro H	01.409.450		01/27/2026		407.86		
0000003307	Keystone Fire & Security			Vendor Total:		1,470.08			
0000005831	Kim Hippo								
VC-00064394	08126003.00	Electric Final Bill Overpayment Refund	07.200.100		01/27/2026		79.84		
0000005831	Kim Hippo			Vendor Total:		79.84			
0000005829	Kimberly Hopwood								
VC-00064382	07480010.00	Electric Final Bill Deposit Refund	07.200.100		01/27/2026		240.57		
0000005829	Kimberly Hopwood			Vendor Total:		240.57			
0000005759	Kymani Dacres								
VC-00064392	2026 Boot/Clothing	2026 Boot/Clothing Allowance Reimburse	01.438.238		01/27/2026		373.87		
0000005759	Kymani Dacres			Vendor Total:		373.87			
0000005830	Mary Jo Potts								
VC-00064383	05116001.00	Electric Final Biill Deposit Refund	07.200.100		01/27/2026		3.10		
0000005830	Mary Jo Potts			Vendor Total:		3.10			
0000005832	Matthew Luther								
VC-00064405	14483001.00	Electric Final Bill Deposit Refund	07.200.100		01/27/2026		154.65		
0000005832	Matthew Luther			Vendor Total:		154.65			
0000005530	McDonald Uniform Co., Inc.								
VC-00064378	247448-01	Police Uniforms	01.410.238		01/27/2026		134.98		
0000005530	McDonald Uniform Co., Inc.			Vendor Total:		134.98			
0000000503	Moyer Indoor/Outdoor								
VC-00064377	787748-1	Boro Hall Qtrly Commercial Pest Control	01.409.450		01/27/2026		161.00		
0000000503	Moyer Indoor/Outdoor			Vendor Total:		161.00			
0000000096	Pennsylvania One Call System, Inc.								
VC-00064359	1133420	Monthly Activity Fee Dec 2025	07.442.450		01/27/2026		29.85		
0000000096	Pennsylvania One Call System, Inc.			Vendor Total:		29.85			

Date: 01/22/2026

Contracted Services, Professional Services, Payroll Remittances Check Register #2

User: HEATHE

Time: 1:51:16PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000000132 VC-00064380	Sellersville Borough 2025 Park Tix	2025 Parking Tickets 29 Tickets	01.491.000	01/27/2026	290.00			
0000000132	Sellersville Borough			Vendor Total:	290.00			
0000002772 VC-00064379	SHIELD Security Systems 26-0014	Police Semi Annual Monitoring	01.410.373	01/31/2026	209.70			
0000002772	SHIELD Security Systems			Vendor Total:	209.70			
0000000130 VC-00064395	Southeastern Pennsylvania Transportation Auth 146906	8th & Market Parking Lot Lease	01.445.380	01/27/2026	799.76			
0000000130	Southeastern Pennsylvania Transportation Auth			Vendor Total:	799.76			
0000004126 VC-00064396	Stratix Systems, Inc. 692914	Police January IT Services	01.410.452	01/27/2026	871.00			
0000004126	Stratix Systems, Inc.			Vendor Total:	871.00			
0000000071 VC-00064404	Towne Answering Service, Inc. 289401192026	Answering Service 12/22-1/18/26	07.442.450	01/27/2026	237.80			
0000000071	Towne Answering Service, Inc.			Vendor Total:	237.80			
0000005697 VC-00064381	Twin Rocks Water 7538559	Police Bottled Water Delivery	01.410.210	01/27/2026	96.93			
VC-00064357	7538567	Electric Water Delivery	07.442.450	01/27/2026	59.95			
0000005697	Twin Rocks Water			Vendor Total:	156.88			
0000000732 VC-00064397	UniFirst Corporation 1290281505	Electric Uniforms	07.442.238	01/27/2026	205.73			
VC-00064356	1290280331	Electric Uniforms	07.442.238	01/27/2026	195.20			
VC-00064398	5290004744	Electric Uniforms Credit Memo	07.442.238	01/27/2026	-890.24			
VC-00064401	1290259489	Electric Uniforms	07.442.238	01/27/2026	347.11			
VC-00064355	1290278939	Electric Uniforms	07.442.238	01/27/2026	216.67			
VC-00064354	1290277935	Electric Uniforms	07.442.238	01/27/2026	218.98			
VC-00064400	5290004738	Electric Uniform Credit Memo	07.442.238	01/27/2026	-117.29			
VC-00064399	1290253187	Electric Uniforms	07.442.238	01/27/2026	1,084.53			
0000000732	UniFirst Corporation			Vendor Total:	1,260.69			
0000000588 VC-00064349	Utility Engineers, PC PERK25.01-002	Engineering 8/1-8/31/25	07.442.313	01/27/2026	903.20			
VC-00064348	PERK25.01-003	Engineering 12/1-12/31/25	07.442.313	01/27/2026	1,953.20			
0000000588	Utility Engineers, PC			Vendor Total:	2,856.40			

Report Total: 69,280.37
 Unpaid Report Total: 69,280.37
 Paid Report Total: 0.00

Date: 01/29/2026

EFT Register #2 – January 31, 2026

User: HEATHE

Time: 3:49:01PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000002467	AMP Inc.							
VP-00000025	1014120	Power Purchases Dec 2025	07.442.361	01/27/2026	564,656.12		X	
VP-00000025	1014120	Power Purchases Dec 2025	07.442.362	01/27/2026	1,215.29		X	
0000002467	AMP Inc.			Vendor Total:	565,871.41			
0000000069	Comcast							
VP-00000030	164824	MAC Bundled Services 1/9-2/8/26	04.452.321	01/28/2026	216.46		X	
VP-00000028	53456	PW Bundled Services 1/7-2/6/26	01.438.480	01/28/2026	260.12		X	
VP-00000026	0048464	Boro Bundled Services 1/11-2/10/26	01.405.450	01/28/2026	411.40		X	
VP-00000027	53282	Electric Bundled Services 1/12-2/11/26	07.442.450	01/15/2026	318.02		X	
0000000069	Comcast			Vendor Total:	1,206.00			
0000000152	Pennsylvania Municipal Retirement System							
VP-00000031	09-099-3P Jan 2026	Police Employee Pension Contributions	01.214.000	01/30/2026	12,810.62		X	
VP-00000032	09-099-3N Jan 2026	Non Uniform Employee Pension Contribut	01.214.000	01/30/2026	5,620.67		X	
0000000152	Pennsylvania Municipal Retirement System			Vendor Total:	18,431.29			
0000005050	WageWorks, Inc.							
VP-00000029	INV8634453	Employee HRA & Flex Reimbursements	90.200.300	01/28/2026	863.65		X	
VP-00000029	INV8634453	Employee HRA & Flex Reimbursements	90.200.200	01/28/2026	15.00		X	
0000005050	WageWorks, Inc.			Vendor Total:	878.65			
					Report Total:	586,387.35		
					Unpaid Report Total:	586,387.35		
					Paid Report Total:	0.00		

Date: 01/29/2026

Check Register #3 – February 2, 2026

User: HEATHE

Time: 3:51:38PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000000014 VC-00064462	AFLAC 840958	Employee Premium Remittance	01.223.000	02/02/2026	412.00			
0000000014	AFLAC			Vendor Total:	412.00			
0000001221 VC-00064464	AFSCME Council 13 Jan 2026	Jan Employee Due Remittance	01.218.000	02/02/2026	1,344.54			
0000001221	AFSCME Council 13			Vendor Total:	1,344.54			
0000000065 VC-00064432	Airgas USA, LLC 9168060062	Nitrogen Industrial	07.442.450	02/02/2026	78.50			
0000000065	Airgas USA, LLC			Vendor Total:	78.50			
0000000832 VC-00064433	Altec Industries, Inc. 13390979	Electric Tools	07.442.260	02/02/2026	282.72			
0000000832	Altec Industries, Inc.			Vendor Total:	282.72			
0000005782 VC-00064486	Amazon Capital Services #1CCP-HVC4-HTWX	Police Office Supplies	01.410.210	01/26/2026	22.92			
VC-00064439	1PVL-JJHT-6XNN	Police Supplies	01.410.240	02/02/2026	67.93			
0000005782	Amazon Capital Services			Vendor Total:	90.85			
0000000166 VC-00064437	Armour & Sons Electric, Inc. 910048028	Constitution 152 & Shopping Ctr Traffic Si	01.433.253	02/02/2026	355.00			
VC-00064438	910047639	5th & Market Traffic Signal	01.433.253	02/02/2026	2,757.20			
0000000166	Armour & Sons Electric, Inc.			Vendor Total:	3,112.20			
0000005198 VC-00064441	Auto Zone, Inc. 02071393152	PW Auto Parts	01.438.370	02/02/2026	39.17			
VC-00064444	02071394659	PW Auto Parts	01.432.250	02/02/2026	113.97			
VC-00064442	02071393216	PW Auto Parts	01.438.370	02/02/2026	82.07			
VC-00064443	02071394739	PW Auto Parts	01.438.370	02/02/2026	19.79			
VC-00064440	0207139541	PW Auto Parts	01.438.370	02/02/2026	8.72			
VC-00064445	02071394288	PW Auto Parts	01.438.370	02/02/2026	19.78			
VC-00064463	02071395242	PW Auto Parts	01.438.370	02/02/2026	15.08			
0000005198	Auto Zone, Inc.			Vendor Total:	298.58			
0000000857 VC-00064465	Bitronics LLC 79977	3 SCADA Meters & 2 3 Phase Ammeters	07.442.720	02/02/2026	4,745.32			
0000000857	Bitronics LLC			Vendor Total:	4,745.32			
0000004350 VC-00064446	Block Communications 10002876	Police LED Lights	01.410.451	02/02/2026	494.30			
0000004350	Block Communications			Vendor Total:	494.30			
0000000135 VC-00064466	Clemens Uniform 1750811	Police Floor Mat Rentals	01.410.373	02/02/2026	30.88			

Date: 01/29/2026

Check Register #3 – February 2, 2026

User: HEATHE

Time: 3:51:38PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	Vendor Total:	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000000135	Clemens Uniform				30.88				
0000002431 VC-00064485	Clemons Richter & Reiss, P.C. 138414	Moser/Fleming ZHB	01.414.314		02/02/2026		498.06		
0000002431	Clemons Richter & Reiss, P.C.			Vendor Total:	498.06				
0000003621 VC-00064447	Cooper Electric/Billows Electric S061059566.001	Borough Hall Light Bulbs	01.409.250		02/02/2026		651.50		
0000003621	Cooper Electric/Billows Electric			Vendor Total:	651.50				
0000005834 VC-00064431	Davidheiser Construction Services CN 2025-04 Pymt#1	Pleasant Spring Creek Streambank Stabili	30.440.710		02/02/2026		38,169.00		
0000005834	Davidheiser Construction Services			Vendor Total:	38,169.00				
0000001097 VC-00064448	Dejana Truck & Utility Equip. Co. Inc. 10024492	Plow Markers	01.432.250		02/02/2026		301.32		
VC-00064467	10024647	PW Winter Maintenance Parts	01.432.250		02/02/2026		154.64		
0000001097	Dejana Truck & Utility Equip. Co. Inc.			Vendor Total:	455.96				
0000000531 VC-00064450	Del-Val International Trucks, Inc. 13411421	PW Repairs	01.438.370		02/02/2026		26.39		
VC-00064449	13411420	PW Repairs	01.438.370		02/02/2026		5.15		
0000000531	Del-Val International Trucks, Inc.			Vendor Total:	31.54				
0000000418 VC-00064451	Established Traffic Control 26629	Street Signs	01.433.245		02/02/2026		90.00		
0000000418	Established Traffic Control			Vendor Total:	90.00				
0000000514 VC-00064487	ET&T 200826	Set up MiCollab for New User	01.405.450		02/02/2026		150.00		
0000000514	ET&T			Vendor Total:	150.00				
0000001531 VC-00064452	Grainger 9776188105	Winter Supplies	01.432.250		02/02/2026		547.00		
0000001531	Grainger			Vendor Total:	547.00				
0000002247 VC-00064468	GreatAmerica Financial Services 40987719	Police Datto Backup Appliance	01.410.210		02/02/2026		98.33		
0000002247	GreatAmerica Financial Services			Vendor Total:	98.33				
0000002517 VC-00064453	H&K Materials 50425R	2.33 Tons Green Patch	01.438.245		02/02/2026		361.15		
0000002517	H&K Materials			Vendor Total:	361.15				
0000002905 VC-00064427	Horwith Trucks, Inc. X101344635:01	Refuse Parts	05.427.250		02/02/2026		228.81		

Date: 01/29/2026

Check Register #3 – February 2, 2026

User: HEATHE

Page: 1

Time: 3:51:38PM

BOROUGH OF PERKASIE

Date: 01/29/2026

Check Register #3 – February 2, 2026

User: HEATHE

Time: 3:51:38PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO VC-00064475 000000042	VENDOR NAME INVOICE NO #116 Postmaster	INVOICE DESC. Replenish Electric Postage Permit #116	ACCOUNT NO 07.442.215	DUE DATE 02/02/2026	VOUCHER AMOUNT 1,800.00	PAID EFT DP
0000000019	Richter Drafting & Office Supply Co., Inc.			Vendor Total:	1,800.00	
VC-00064457	WO-19368-1	Admin Office Supplies	01.405.210	02/02/2026	132.79	
VC-00064456	WO-18351-1	Police Office Supplies	01.410.210	02/02/2026	106.68	
VC-00064481	WO-19368-2	Admin Office Supplies	01.405.210	02/02/2026	5.40	
VC-00064461	WO-18940-2	Admin Office Supplies	01.405.210	02/02/2026	71.46	
0000000019	Richter Drafting & Office Supply Co., Inc.			Vendor Total:	316.33	
0000005340	Stephenson Equipment, Inc.					
VC-00064429	W0139208	Leafer Service	05.428.250	Vendor Total:	02/02/2026	816.18
0000005340	Stephenson Equipment, Inc.				816.18	
0000000101	Tri-State Elevator Co. Inc.					
VC-00064479	156456	Monthly Elevator Maintenance Jan 2026	01.409.374	Vendor Total:	02/02/2026	151.38
0000000101	Tri-State Elevator Co. Inc.				151.38	
0000003938	Turtle & Hughes, Inc					
VC-00064436	6799298-00	Electric Poles	07.442.220	02/02/2026	10,680.00	
VC-00064435	6994409-03	Conduit	07.442.253	02/02/2026	477.50	
VC-00064434	7099297-00	Electric Materials & Supplies	07.442.253	02/02/2026	1,299.50	
0000003938	Turtle & Hughes, Inc			Vendor Total:	12,457.00	
0000005697	Twin Rocks Water					
VC-00064478	7550287	Electric Water Cooler	07.442.450	Vendor Total:	02/02/2026	93.91
0000005697	Twin Rocks Water				93.91	
0000003836	Uniform Gear Inc					
VC-00064476	6856-3	Police Uniforms	01.410.238	Vendor Total:	02/02/2026	15.95
0000003836	Uniform Gear Inc				15.95	
0000000154	Verizon Wireless					
VC-00064480	6133506806	Boro Cell Phones	01.451.324	02/02/2026	118.68	
VC-00064480	6133506806	Boro Cell Phones	01.410.324	02/02/2026	277.37	
VC-00064480	6133506806	Boro Cell Phones	01.438.324	02/02/2026	79.12	
VC-00064480	6133506806	Boro Cell Phones	07.442.324	02/02/2026	79.12	
0000000154	Verizon Wireless			Vendor Total:	554.29	
0000000087	Verizon					
VC-00064477	156-951-933-0001-98	Police Centrex Lines 1/17-2/16	01.410.321	Vendor Total:	02/02/2026	47.68
0000000087	Verizon				47.68	
0000005835	VIGR Training					
VC-00064458	11714	LEO Firearms Instructor Justin Nyce	01.410.421	Vendor Total:	02/02/2026	1,100.00
0000005835	VIGR Training				1,100.00	

Date: 01/29/2026

Check Register #3 – February 2, 2026

User: HEATHE

Time: 3:51:38PM

Page: 1

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT	PAID	EFT	DP
0000005050	WageWorks, Inc.							
VC-00064484	INV8664931	Employee Flex & HRA Reimbursements	90.200.300	02/02/2026	293.61		X	
VC-00064488	INV8664931	Employee Flex & HRA Reimbursements	90.200.300	01/27/2026	293.61		X	
VC-00064488	INV8664931	Employee Flex & HRA Reimbursements	90.200.200	01/27/2026	34.30		X	
VC-00064484	INV8664931	Employee Flex & HRA Reimbursements	90.200.200	02/02/2026	34.30		X	
0000005050	WageWorks, Inc.			Vendor Total:	655.82			
0000000212	Warehouse Battery Outlet, Inc.							
VC-00064460	INV776508	PW Battery	01.438.260	02/02/2026	329.72			
VC-00064459	INV776335	PW Battery	01.438.260	02/02/2026	51.45			
0000000212	Warehouse Battery Outlet, Inc.			Vendor Total:	381.17			
					Report Total: 197,359.53			
					Unpaid Report Total: 197,359.53			
					Paid Report Total: 0.00			

RESOLUTION NO. 2026-15

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE LOCAL SHARE ACCOUNT GRANT CONTRACT BETWEEN THE COMMONWEALTH OF PENNSYLVANIA AND PERKASIE BOROUGH FOR THE PURPOSE OF PURCHASING EQUIPMENT AND A VEHICLE ASSOCIATED WITH THE TRAFFIC SAFETY PROGRAM PROJECT AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, the Commonwealth of Pennsylvania, has provided the Borough of Perkasie with a Local Share Account Grant Contract for the purpose of allowing Perkasie Borough to use the grant money for the purpose of purchasing equipment and a vehicle associated with the Traffic Safety Program Project; and

WHEREAS, the Borough of Perkasie, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Local Share Account Grant Contract; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Local Share Account Grant Contract.

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

1. Approval of Agreement. The Borough Council of Perkasie Borough herein approves the Local Share Account Grant Contract, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Local Share Account Grant Contract between the Borough and the Commonwealth of Pennsylvania, on behalf of Perkasie Borough.

THIS RESOLUTION was duly adopted this _____ day of _____, 2026.

ATTEST:

By: _____
Andrea L. Coaxum, Secretary

BOROUGH OF PERKASIE:

By: _____
Robin Schilling, President

EXHIBIT “A”

JEFFREY P. GARTON
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
MICHAEL J. MEGINNIS
BRENDAN M. CALLAHAN*
BRADLEY R. CORNETT*
SEAN M. GRESH
BRYCE H. MCGUIGAN*
TRACY L. CASSEL-BROPHY*
KATHARINE J. WEEDER*
CHRIS LITTLE SIMCOX*
BRENDAN G. CORRIGAN^
KIMBERLY N. BARRON
CHLOE M. BOUDAZIN
CHELSEY CROCKER JACKMAN
MARISA M. PERINI
HANNAH M. SCHWEIZER

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



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MARC I. RICKLES*
COURTNEY S. CROWLEY*

NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

January 28, 2026

VIA EMAIL

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

Re: Local Share Account Grant Contract/Equipment and Vehicle/Traffic Safety Program

Dear Andrea:

As you know from your own experience, as well comments I have provided you in the past, contracts with the Commonwealth of Pennsylvania for grants, are almost uniformly not subject to any changes or modifications, unless there is something obviously wrong with the business terms, or the amount of money, and the like, of the grant. With that said, my comments with respect to the Agreement, to call certain provisions to your attention, are as follows:

1. Background – It is hard to believe that money arising for the grant comes from the PA Race Horse Development and Gaming Act, which is a little unusual, but it is a source of funds.
2. Article I – Is the amount of the grant correct?
3. Article III(a) – Please note the time limitations such that all costs for the grant must be expended before June 30, 2028, and the activity, which is the subject of the grant, be completed. I assume that will represent the requisition of the equipment and the vehicle.
4. Article III(b) – This identifies all of the conditions upon which the Borough must meet in order to receive the funds from the Commonwealth.

5. Article III (d) – This section identifies those circumstances where the Borough would have to repay the money to the Commonwealth. Please look at subsection (2) related to utilization of illegal alien labor.

6. Article IV(a) – Please contact the Borough's insurance broker to make sure they can generate an insurance policy naming the Commonwealth of Pennsylvania as an additional insured, as required by this section.

7. Article V(c) – I believe that I asked you previously, but has the Borough established a written nondiscrimination and sexual harassment policy?

8. If you review the next Article, you will note the responsibilities of the Borough in connection with this grant Agreement.

9. Article X – The acquisition of the vehicle and equipment must comply with the Commonwealth's bidding requirements.

Other than the aforementioned, I have no additional comments about the Agreement. Lastly, attached please find a draft Resolution for Council to consider authorizing the Council President and/or the Borough Manager to execute the Agreement. If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers
Attachment

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

LOCAL SHARE ACCOUNT GRANT CONTRACT

This Contract, is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Commonwealth Financing Authority (the "Grantor"), and

**PERKASIE BOROUGH
P.O. Box 96**

Perkasie PA 18944

(the "Grantee").

BACKGROUND:

Sections 13A63, 13B20.5, 13B52, 13B53, 13C63, 1403, and 4103 of the Act of July 5, 2004 (P.L. 572, No. 71), known as the PA Race Horse Development and Gaming Act (the "Act"), as amended by the Act of November 1, 2006 (P.L. 1243, No. 135), the Act of January 7, 2010 (P.L. 1, No. 1), and the Act of October 30, 2017 (P.L. 419, No. 42), authorizes the Commonwealth Financing Authority to make direct grants to the municipalities, counties, economic development authorities, redevelopment authorities and other eligible entities located within counties of the third class and counties of the fifth through eighth class for eligible activities based upon the category of licensed facility, the type of racetrack at the licensed facility, and the county classification; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **ONE HUNDRED ONE THOUSAND, ONE HUNDRED SEVENTY ONE DOLLARS (\$101,171.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be

subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2028**, subject to the other provisions of this Grant.

The Effective Date shall be the date the fully executed Grant 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 Grant 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 thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **DECEMBER 18, 2025** and **JUNE 30, 2028** (the "Grant Activity Period") as follows:

(1) Subject to the availability of state funds and other terms and conditions of this Grant, the Grantor will 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. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

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

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

To receive payments under this Grant, 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 must 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 Grant are conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
- (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 Grant described in the Article entitled Amendments and Modifications.
- (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.

(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) 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 Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail 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 Grant in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return the funds to the Grantor.
 - (C) In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment may 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

- (i) 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
- (ii) 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 Grant. Repayment must be in the form and manner directed by the Grantor.

ARTICLE IV BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS

(a) 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 property damage arising out of any activities performed by the Grantee or its employees or agents under this Grant, 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.

(b) 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 Grant.

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

All activities authorized by this Grant must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached hereto as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Grant is subject to all requirements set forth 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. [INTENTIONALLY OMITTED]

(11) Worker Protection and Investment. [INTENTIONALLY OMITTED]

(c) Compliance with Anti-Pollution Regulations:

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

(d) 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 Grant, 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 Grant is binding upon and inures to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee may 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 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 Authority and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Grant shall participate in any decision relating to this Grant 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 Grant or the Grant 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 Grant. The Grantee further covenants that no person having any interest shall be employed in the performance of activities for this Grant.

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 official, 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 above listed person has 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 Grant. 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 Grant.

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 Grant. 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)(3). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients 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 Grant. 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 Grant and repayment of all or a portion of the funds available under this Grant. 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 Grant, and reflecting all matters and activities covered by this Grant.

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 Grant 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 Grant 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 Grant 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 Grant.

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 Grant 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, Commonwealth Financing Authority."

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 Grant. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV **CONTRACT CLOSEOUT REQUIREMENTS**

Unless otherwise directed in writing by the Grantor, the Grantee shall, within 45 days of the Grantee's receipt of the final payment of grant funds under this Contract, submit copies of cancelled checks verifying the payment of eligible project costs incurred in accordance with the terms of this Contract and copies of cancelled checks verifying the expenditure of any required matching funds.

All terms of this Contract remain in effect and be binding upon the parties to this agreement until all cancelled checks, totaling the entire amount of grant funds received by the Grantee under this Contract and the entire amount of required matching funds, are submitted and accepted by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform audits of a financial or performance nature if deemed necessary. The costs for any work performed by the state or federal agencies will be borne by those agencies at no additional expense to the Grantee. In the event that the Commonwealth audits this Contract, all costs deemed unallowable in any audit report are required to be returned by the Grantee to the Grantor.

ARTICLE XV **TEMPORARY SUSPENSION OF THE CONTRACT**

Upon written notice and at any time during the period covered under this Grant, the Grantor may suspend payments and request suspension of all or any part of the Grant 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 may not expend any of the funds during the period that the Grant 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 Grant within a reasonable period of time.

This Grant 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 Grant 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 Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Grant 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 must 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 Grant, 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 Grant is construed in any manner so as to create any rights in third parties not party to this Grant. 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 Grant amendment is required to change the termination date of this Grant, to change the Grant 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 Grant. 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 Grant.

ARTICLE XIX SEVERABILITY

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

ARTICLE XX CONSTRUCTION

All of the terms of this Grant 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 hereunder 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 Grant in accordance with the terms contained in the agreement 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 agreement, is not construed as having modified, waived, or created a custom in any way or manner contrary to specific provisions of this Grant.

[Remainder of page left intentionally blank.]

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

WITNESS:

PERKASIE BOROUGH

[For Authority signatures only]
↓

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

Commonwealth Financing Authority

[Signature Affixed Electronically – see last page]
Executive Director

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

[For Commonwealth signatures only]
↓

Approved as to Legality and Form

[Signature Affixed Electronically – see last page]
Authority Counsel

[Signature Affixed Electronically – see last page]
Office of Attorney General



Commonwealth Financing Authority
Harrisburg PA, 17120

January 12, 2026

Robin Schilling, Council President
Perkasie Borough
P.O. Box 96
Perkasie, PA 18944

RE: Local Share Account Program (\$101,171)
Traffic Safety Program Project

Dear Council President Schilling:

I am pleased to inform Perkasie Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held December 18, 2025, approved your application (*the "Application"*) for a grant in the amount of ONE HUNDRED ONE THOUSAND ONE HUNDRED SEVENTY-ONE DOLLARS (\$101,171) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein.

The grant will be used for the purchase of equipment and a vehicle associated with the Traffic Safety Program Project (*the "Project"*) located in Perkasie Borough, Bucks County, Pennsylvania.

This Grant offer is subject to the following conditions:

1. The Applicant must provide the CFA with copies of all executed contracts for all Project-related work to be performed. All contracts must contain the nondiscrimination/sexual harassment provision enclosed as Exhibit A, a certificate of insurance, and performance and payment bonds.
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. Please note, certified payrolls will be required to be submitted as part of the reimbursement process. Please refer to Exhibit B of this Agreement for further information regarding the Pennsylvania Prevailing Wage Act.

3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is December 18, 2025.
5. The Applicant must comply with Local Share Account Program Guidelines, which may be viewed at dced.pa.gov.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state, and local laws and regulations dealing with bidding and procurement, if applicable.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
9. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
10. The Applicant will comply with the reporting requirements detailed in Exhibit C, if applicable.

Exhibit D further describes the procedure to access the Local Share Account Program Grant funds after all of the necessary conditions are met.

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

Sincerely,



Mandy L. Book
Executive Director
Commonwealth Financing Authority

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.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

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 (717-787-0606) 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.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for "Prevailing Wage Rates Determination Request Form." Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C:

ACT 1 OF 2010 LOCAL SHARE ASSESSMENT REPORTING REQUIREMENTS

Pennsylvania counties and municipalities are required by Act 1 of 2010 to report to the Department of Community and Economic Development all distributions of local share assessments, such as funds received under the LSA Program, on an annual basis. The report must include:

- Amount and use of funds received by the municipality or county in the prior calendar year. This applies each year funds are disbursed from the grant.
- A description of how the funds were used; either deposited in a general fund or committed to a specific use or project. If specific use or project, a narrative is required.

To access the online reporting form and additional instructions, please visit: <http://dced.pa.gov/lsl>.

Only one report will be submitted per municipality or county. All governmental authorities of a particular municipality or county (e.g. Redevelopment Authority, Industrial Development Authority, Water Authority, etc.) are required to coordinate and submit a singular report.

EXHIBIT D:

LOCAL SHARE ACCOUNT PROGRAM - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your Local Share Account Program Grant Commitment Letter, the grant award is contingent upon receipt and execution of documents as stated in the email and 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.

GRANT AGREEMENT

The Grant Agreement will be received electronically. Upon receipt, complete the electronic signature process within the allotted timeframe. A fully executed copy of the grant agreement will be emailed to you with a copy of a payment request form for requesting payment.

PAYMENT REQUESTS

The CFA requires the Applicant to provide completed payment request forms to request reimbursement of any eligible costs after the full execution of the grant agreement. The payment request forms must indicate whether the costs have been “paid” or “incurred” at the time of request and be accompanied by invoices verifying the costs incurred for the Project. Submit to the CFA all executed construction contracts, which must include the nondiscrimination/sexual harassment provision as set forth in the Grant Agreement and any other documents required in the Grant Award Letter. Please note:

- 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 Applicant 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 Applicant agrees to maintain such insurance and to name the CFA as a named insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.
- The Applicant may only request reimbursement for eligible, as outlined in the approved LSA Program Guidelines, *and* approved, as indicated by the approved Application budget and Appendix A, project costs.

Final invoices must be submitted following the completion of the Project for **costs incurred prior to the end of the contract activity period. Costs incurred after the activity period ends are not eligible for reimbursement.**

All payment requests and invoices must be submitted no later than 60 days after completion of all Project activities or the grant termination date, whichever comes first.