

PERKASIE BOROUGH COUNCIL

Agenda for Council Committee Meeting of March 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. Presentation – Bucks County Health Department – 2026 West Nile Virus Program
 - B. Update on Bucks County Consortium of Municipal Managers – Salt Contract
 - C. Review 2025 Road Condition Report
 - D. Consider Road Plan for 2026
7. Public Utility Committee Meeting, Councilors: Joe Green (Chair), Dave Weaver (Vice-Chair), Jaclyn Cornelius, Collin Garr
 - A. Perkasio Wholesale Power Cost Monthly Report
 - B. Installed Capacity Update
 - C. NYPA Hydropower – Notice of Rate Increase for COS Preference Power Recipients
 - D. Update: Behind-the-Meter (BTM) Solar Project
 - E. Preliminary Review of AMP Bright Mountain Solar & Potomac Energy Combined Cycle Project Information
8. Planning and Zoning Committee Meeting, Councilors: Collin Garr (Chair), Kelly Laustsen (Vice-Chair), Emma Hawkins
 - A. Review MS4 Inspection Spreadsheet
 - B. Discuss Update to Local Hazard Mitigation
9. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Lilli Benner (Vice-Chair), Emma Hawkins, Kelly Laustsen
 - A. Consider Authorization to Apply for an AARP Community Challenge Grant – Accessibility Upgrades at the Amphitheatre
 - B. Consider Authorization to Apply for PA DCED Greenways, Trails & Recreation Program Grant – Planning for Freight Station
 - C. Discuss Ordinance Amendment to Allow E-Bikes on Park Trails
 - D. Discuss Trail Regulations/Etiquette for E-Bikes
10. Personnel and Policy Committee Meeting, Councilors: Jaclyn Cornelius (Chair), Joe Green (Vice-Chair), Lilli Benner, Robin Schilling
 - A. Consider Termination of Employee
11. Finance Committee Meeting, Councilors: Robin Schilling (Chair), Jaclyn Cornelius (Vice-Chair), Joe Green, Dave Weaver
 - A. Payment of the Bills
 - B. Consider Resolution #2026-19 – DCNR Land Acquisition Grant Contract – Community Garden
 - C. Consider Resolution #2026-20 – Renewal of Power DMS for Police Department
 - D. Consider Resolution #2026-21 – Harris Hosting Services Agreement
 - E. Consider Approval of Expenditure at Perkasio Carousel
 - F. Consider Increase in Rental Rate at Menlo House

12. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Emma Hawkins (Vice-Chair), Robin Schilling, Dave Weaver
 - A. Consider Special Event Application – Eagles Autism Fundraiser at the Ram
13. Public Safety Committee Meeting, Councilors: Lilli Benner (Chair), Kelly Laustsen (Vice-Chair), Mayor Jeff Hollenbach, Collin Garr, Robin Schilling
 - A. Consider Resolution #2026-22 – LSA Civilian Community Relations Program Vehicle Grant Contract
14. Historical Committee Meeting, Councilors: Emma Hawkins (Chair), Dave Worthington (Vice-Chair), Lilli Benner, Jaclyn Cornelius
15. Youth Councilor Report
16. Other Business
17. Executive Session
18. Public Forum
19. Press Forum
20. Adjournment

Next Meeting: Monday, March 16, 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.



Scan the QR code to find Perkasie Borough meeting dates, agendas, packets and minutes.

Megan McShane

From: Megan McShane
Sent: Thursday, February 26, 2026 10:07 AM
To: Megan McShane
Subject: Morton Salt Update

From: Ashley Casey <acasey@nhtwp.org>
Date: February 26, 2026 at 9:43:25 AM EST
To: Ashley Casey <acasey@nhtwp.org>
Subject: Morton Salt Update

All,

Christopher Garges spoke with Anthony Patton from Morton this morning. He said that the ship that was scheduled for 2/23 had to be turned around because of the river being frozen, however there is a ship arriving today. He said that by the time they get the ship unloaded it will likely be Monday until deliveries resume and we should start seeing salt deliveries next week. Their plan is to fill the first round of orders first, getting salt to everyone that has an order in. If a municipality has a second order in that will be shipped after the first round of orders just to make sure there is enough for everyone to get salt.

Thank you,



Ashley Casey

Executive Assistant to the Township
Manager

Phone: 215-357-6800 ext. 257

Email: acasey@nhtwp.org

Northampton Township
55 Township Road
Richboro, PA 18954

www.northamptontownship.com



BUCKS COUNTY CONSORTIUM

Christopher Garges
Solebury Township
President

Nick Valla
Middletown Township
1st Vice President

Dave Kratzer
Lower Makefield Township
2nd Vice President

Caroline Brinker
Doylestown Borough
Treasurer

February 18, 2026

Sent via First Class Mail and Email
(apatton@mortonsalt.com and bids@mortonsalt.com)

Mr. Anthony T. Patton
Director, Bulk Deicing US Government Sales
Morton Salt, Inc.
444 W. Lake Street
Suite 2900
Chicago, IL 60606-1743

**RE: 2025-26 Salt Contract for the Bucks County Consortium of Communities,
Bucks County, Pennsylvania**

Dear Mr. Patton:

We are in receipt of your letter dated February 5, 2026, provided in response to our letter of the same date on behalf of the Bucks County Consortium of Communities (the "Consortium"). Your correspondence indicates that orders placed in January 2026 are "projected to start the week of February 23, 2026[,] and will originate from the Morrisville, PA stockpile. This additional delay in delivery is unacceptable. As you know, the Specifications within the Contract Award to Morton Salt, Inc., as incorporated into the respective purchase agreements of the participating municipalities, require that, upon order by a municipality, each "delivery [by Morton Salt, Inc.] is to be made within seventy-two (72) hours." There is no express requirement that the salt originate from the Morrisville, PA stockpile. Therefore, the Consortium hereby requests that Morton Salt, Inc. immediately deliver the orders placed by participating municipalities from its other stockpile locations, or, alternatively, that it permit participating municipalities to pick up their own bulk salt orders from any available stockpile locations. The participating municipalities will seek reimbursement from Morton Salt, Inc. for the costs and expenses incurred to facilitate their own salt deliveries. However, this arrangement would at least provide the participating municipalities with the ability to meet their urgent needs for bulk salt.

The Consortium again reminds Morton Salt, Inc. that its inability to deliver bulk salt to the participating members significantly impacts the health, safety, and welfare of the residents and visitors of the participating municipalities. The Consortium requests that Morton Salt, Inc. respond with an accelerated delivery deadline or an acceptable plan for participating members to facilitate their own deliveries within three (3) business days. Otherwise, the participating municipalities will be forced to consider any and all remedies available to them at law and equity, including, but not necessarily limited to, invoking their respective Performance Bonds.

<INSERT BUCKS COUNTY CONSORTIUM FOOTER>



BUCKS COUNTY CONSORTIUM

Christopher Garges
Solebury Township
President

Nick Valla
Middletown Township
1st Vice President

Dave Kratzer
Lower Makefield Township
2nd Vice President

Caroline Brinker
Doylestown Borough
Treasurer

The Consortium again reminds Morton Salt, Inc. that the foregoing facts may support a finding that Morton Salt, Inc. is not a responsible contractor for future contract awards.

Respectfully,

Christopher Garges
President
Bucks County Consortium of Communities

Encls.

cc: Bucks County, Pennsylvania Consortium Members (via e-mail)
Senator Frank A. Farry, Senate District 6 (via e-mail)
Senator Steve Santarsiero, Senate District 10 (via e-mail)



February 5, 2026

VIA EMAIL
(cgarges@soleburytp.org)

Bucks County Consortium
Attn: Christopher Garges, President

RE: 2025-26 Salt Contract for the Bucks County Consortium of Communities,
Bucks County, Pennsylvania

Dear Mr. Garges & Mr. Burger:

Thank you for your patience as Morton is working diligently this winter season to fill your orders. We have received your letter dated February 5, 2026 and can provide you with the following update.

As you may know, your orders are fulfilled from our stockpile in Morrisville, PA. To date we have shipped 22,674 tons (representing 39% of the total bid award) to the members of the Bucks County Consortium. Based on product availability and order volume, the next delivery date from the Morrisville, PA stockpile is projected to start the week of February 23, 2026. Although the Morrisville stockpile was scheduled to be resupplied on January 30, 2026, the vessel scheduled to deliver bulk rock salt to the stockpile could not reach the port due to harsh weather conditions. Unfortunately, a frozen Delaware River rendered the Port inaccessible, see attached Coast Guard order. We now have another vessel scheduled to deliver bulk salt to the Morrisville terminal on or about February 23, 2026.

Each year we spend months planning to put salt in key stockpile locations based on average forecasted demand, and we replenish our stockpiles during the winter season as needed. Due to multiple bouts of extreme winter weather in a short period of time across the U.S., we experienced unprecedented demand since November 2025 across our network; in fact, numerous municipalities and other governmental customers placed orders for 50%-100% of their entire season's worth of orders during the month of January. Consequently, our stockpiles have been depleted at a much faster rate than normal. For your reference, Bucks County Consortium members placed a total of 26,067 tons of orders in the month of January, representing 45% of the awarded bid volume.

We are doing everything we can to fulfill your orders, including having our production and supply chain teams working around the clock to maximize salt production and replenish our stockpiles as quickly as possible. We have even secured additional supplies from outside our network from sources as far away as Egypt. Despite our best efforts and best laid plans, events outside of our control – here, a frozen river – prevented us from replenishing the Morrisville stockpile in January as planned. We will, however, continue to proactively look for ways to improve our delivery timeline.

Letter to Bucks County Consortium
February 5, 2026
Page 2

We understand the importance of public safety and will keep you posted on any developments relating to your orders.

Sincerely,

Anthony Patton

Anthony Patton (Feb 5, 2026 22:47:56 CST)

Anthony T. Patton
Director, Bulk Deicing US Government Sales
Morton Salt, Inc.

Enclosure

Cc: Nick Valla (via email: nvalla@middletownbucks.org)
David Kratzer (via email: dkratzer@lmt.org)
Ashley Casey (via email: acasey@nhtwp.org)



Upper Delaware River and Upper Chesapeake Bay Transit Restrictions January 27, 2026

Ice formation began rapidly across the region on January 25. Ice coverage is expected to continue increasing over the coming days, as temperatures are not forecast to rise above freezing until Tuesday, February 3.

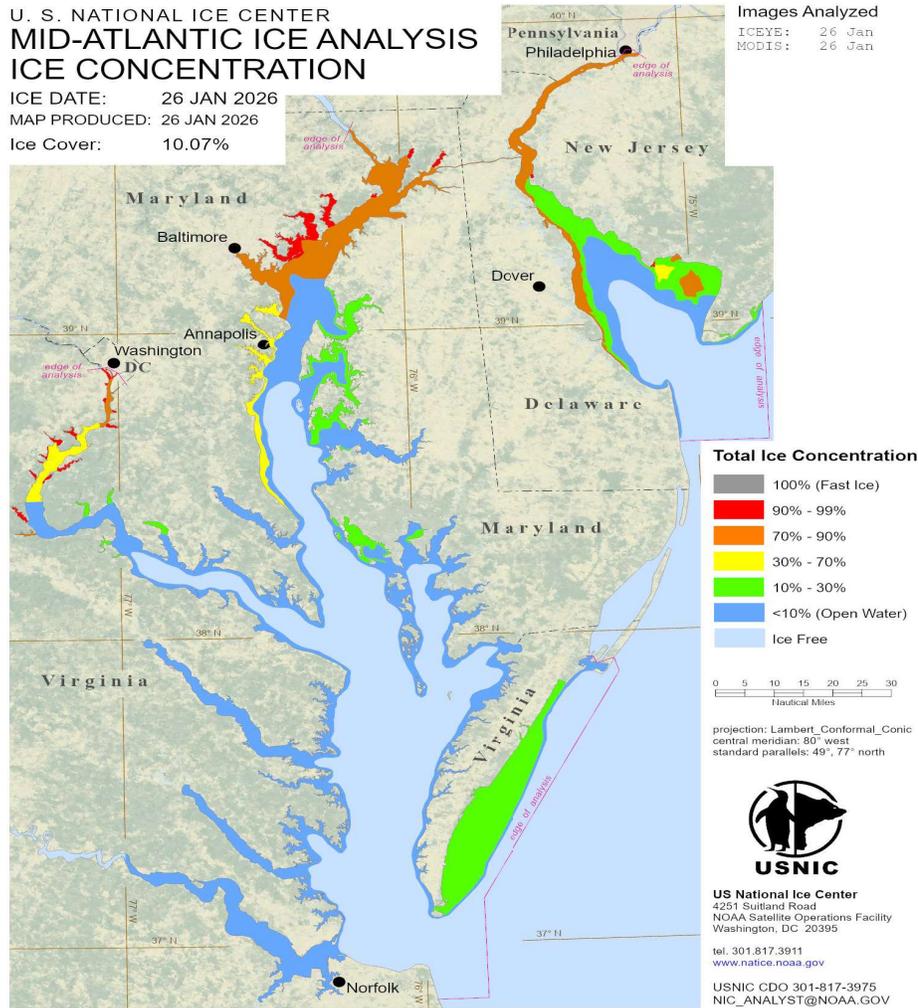
USCG Sector Delaware Bay has entered Ice Condition One.

- During Ice Condition One, **the Upper Delaware River is being restricted to steel-hulled vessels and daylight only for all transits.**
 - **Impacted terminals in the Upper Delaware River area include:**
 - **Kinder Morgan Fairless Hills**
 - **PCI Fairless Hills**
 - **Riverside Terminal**
 - **National Gypsum Terminal**

USCG Sector Baltimore has entered Ice Condition One.

- During Ice Condition one, **Upper Chesapeake Bay from William Preston Lane Jr. Bridge (Bay Bridge) to the C&D Canal and the Potomac River (Zones 1,2,5,6), including the Patapsco River is being restricted to steel-hulled vessels for all transits.**
 - There are **no daylight restrictions in effect at this time.**
 - **No terminals are impacted in this area; however, launch services has been suspended in Annapolis and Baltimore anchorages**

Our team will keep you informed once restriction has been lifted. If you need any immediate information, please feel free to contact our Philadelphia operations team at philadelphia@hostagency.com and/or Baltimore Operations teams at baltimore@hostagency.com.



Information contained herein is to our best knowledge at the time of sending. Please reach out to our local offices should you have any questions or concerns. Our office directory can be found [here](#).

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GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

November 4, 2025

File No 25-00073

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

Reference: 2025 Roadway Condition Survey
Perkasie Borough

Dear Ms. Coaxum,

Enclosed for your review, please find a draft of the 2025 Roadway Condition Survey along with a full size Perkasio Borough Roadway Condition Map prepared for the year 2025.

The 2025 Roadway Condition Survey utilizes information from the 2021 Roadway Condition Survey, as prepared by Gilmore & Associates, Inc. (G&A), and updated to reflect the current condition of the roadways within the Borough based on a field inspection conducted by G&A and the Public Works Director on October 7, 2025, in order to project roadways for the 2026 calendar year. Our goal for the 2026 Road Program is to repair a portion of the Conditions 3.5 and 4 rated roadways in a localized area of the Borough. Proposing roadway repairs in one area can help reduce the overall cost of the project by minimizing mobilization, demobilization and down time associated with relocation of manpower and/or equipment.

Once you have completed your review of the enclosed documents, please contact our office to discuss any necessary revisions or changes. Upon the completion of any required revisions, a final version of the 2025 Roadway Condition Survey will be provided for Borough Council's review and approval.

Sincerely,

Douglas C. Rossino

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

DCR/tw

Enc: As Referenced

cc: Jeffrey Tulone, Director of Public Works
Megan McShane, Executive Assistant
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

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

PERKASIE BOROUGH

2025 ROADWAY CONDITION SURVEY

AND

5 TO 15 YEAR RECONSTRUCTION PLAN

Prepared for:

PERKASIE BOROUGH
620 West Chestnut Street, P.O. Box 96
Perkasie, PA 18944-0096

Project No. #25-00073

Prepared by Gilmore & Associates, Inc., Borough Engineers: Dated November 4, 2025

Roadway Condition Map (Appendix D)

Prepared by Gilmore & Associates, Inc., Borough Engineers: Dated November 4, 2025

Draft Plan Approved by Perkasie Borough Manager: _____

DATE

Plan Approved by Perkasie Borough Council: _____

DATE

**PERKASIE BOROUGH
2025 ROADWAY CONDITION SURVEY**

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I. PURPOSE

The intent of the 2025 Roadway Condition Survey is to provide the Borough of Perkasio with a current assessment of the existing roadway conditions and to provide recommendations for future roadway repair projects. This document can be used as a guide to help the Borough effectively and efficiently allocate available funding, such as Liquid Fuels Funds, for both current and future roadway repairs. Gilmore & Associates, Inc. (G&A) has prepared this report to assist the Borough with prioritizing annual roadway repairs by maximizing available funding while improving the overall condition and safety of their local roadways for its residents and the general public.

Appendix C of this report includes a recommended 5 to 15 Year Roadway Reconstruction Plan intended to provide the Borough with the opportunity to coordinate future public improvement projects, such as the annual Road Program, Concrete Program, stormwater improvements, etc., as well as, other future projects scheduled by Residents, Developers, PennDOT, and/or local utility service providers. However, it is important to note that the actual roadway repairs completed each year may deviate from the recommended 5 to 15 Year Roadway Reconstruction Plan due to budgetary constraints and unforeseen circumstances. Utilizing a Roadway Reconstruction Plan will ultimately help the Borough better preserve their infrastructure investment.

Please note that this report is a comprehensive document that requires regular updates to the roadway condition ratings and estimated unit costs. Due to the variety of weather conditions experienced in this region, we recommend that the Borough continue to conduct field surveys to visually inspect the entire Borough maintained roadway system at a minimum of every two (2) to three (3) years following the completion of the annual Road Program.

II. PAVEMENT CONDITION RATINGS AND ROADWAY SURVEY METHODOLOGY

The pavement condition rating methodology utilized to assess the condition of the Borough's roadways is based on the American Association of State Highway and Transportation Officials (AASHTO) *Guide for Design of Pavement Structures*. The guide defines the design life stages of a bituminous roadway using condition ratings from 1 through 5. Figure No. 1 shown on the following page helps to illustrate each roadway condition rating. The figure demonstrates that a roadway typically deteriorates linearly over time until a certain point. Once the roadway reaches this point, the rate of deterioration accelerates exponentially. The rate of deterioration of a roadway is based on a combination of factors including but not limited to the structural integrity of the roadway, traffic volume loading and climate changes (i.e. freeze/thaw).

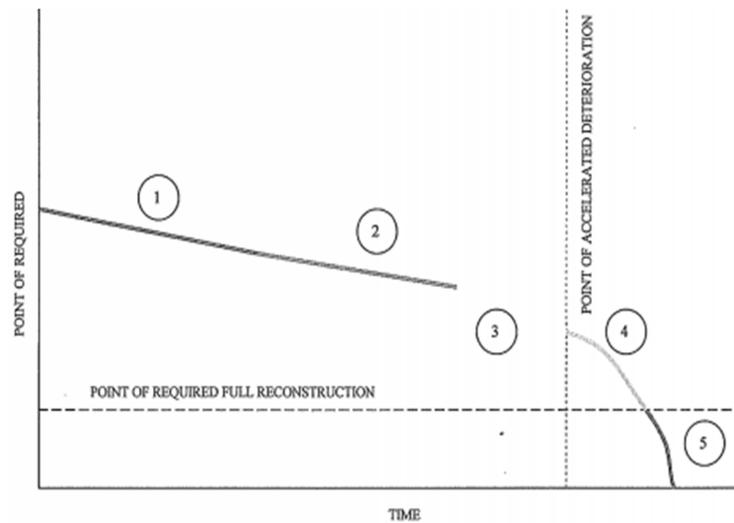


Figure No. 1

As shown in Figure No. 1, Conditions 1 and 2 roadways are considered to be in fairly good condition or recently paved; Condition 3 is the stage where the roadway surface begins the process of deterioration; Condition 4 is the stage where accelerated deterioration of the roadway begins; and Condition 5 is the stage where the roadway typically requires full reconstruction. Please note that in preparation of this survey, Conditions 3 and 4 have been divided into sub-ratings (3, 3.5, 4 and 4.5) to better assess the condition of the roadway and define the rate of deterioration. Detailed descriptions and photographic examples of each roadway condition rating have been provided in Appendix A of this report.

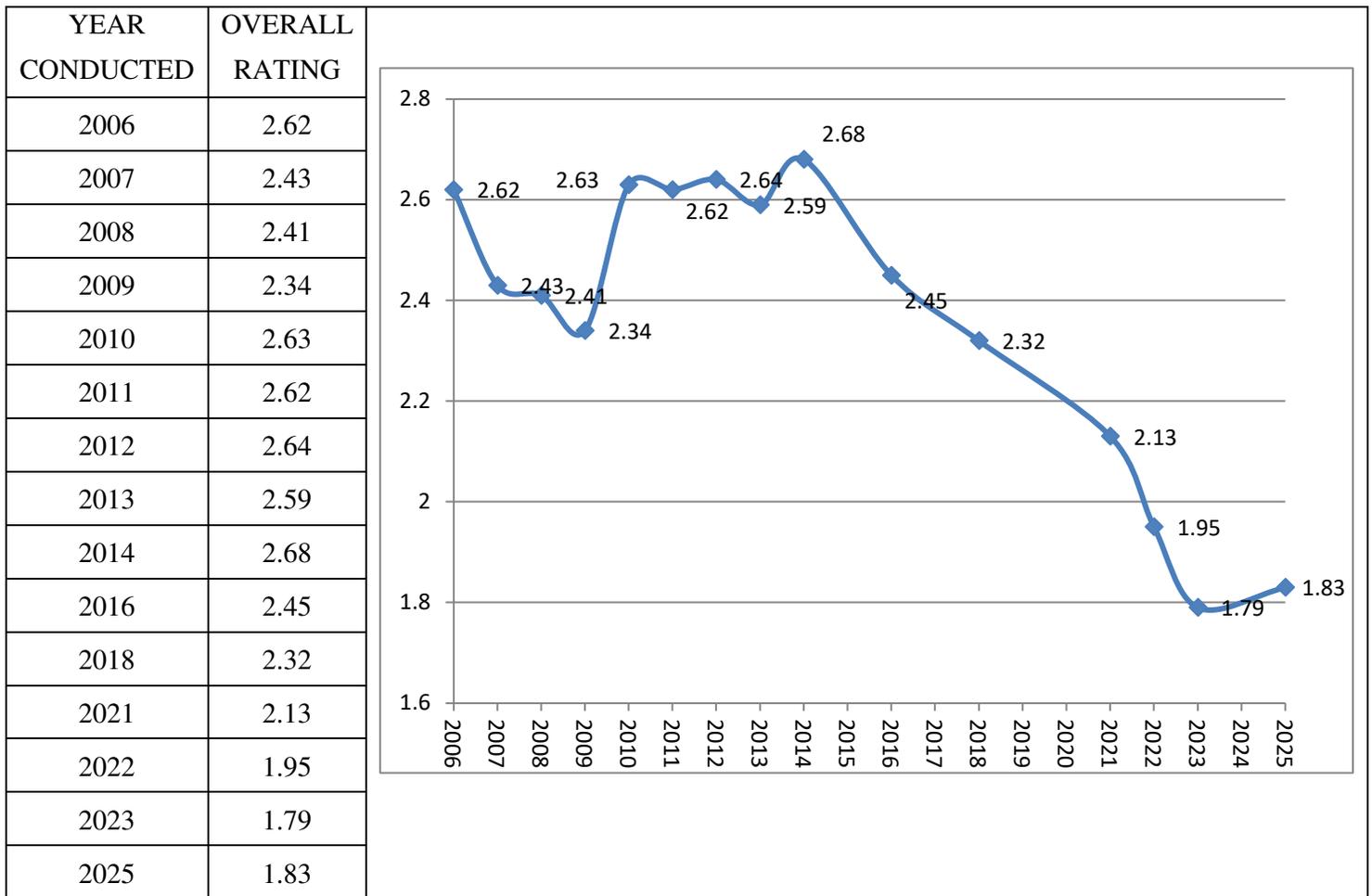
The 2025 Roadway Condition Survey has been prepared using data collected during a field survey and inspection performed by Gilmore & Associates, Inc. and the Public Works Director on October 7, 2025. During the field survey, every road within the Borough limits was visually inspected and assigned a numeric rating between 1 and 5 based on the *AASHTO Guide for Design of Pavement Structures* described above. A summary of the 2025 Roadway Condition Ratings can be found in Appendix B of this report.

III. OVERALL ROADWAY CONDITION RATING

The Overall Roadway Condition Rating is a calculated numerical value based on the pavement conditions and length of each individual roadway within the Borough. This rating is used to compare the current conditions of the roadways to the conditions of previous years. The overall condition rating can be a useful tool to determine how a combination of factors such as weather or construction projects can impact the degradation of the roadways. The goal is to achieve and maintain the lowest possible overall condition rating; by doing so, the Borough will ultimately spend less money to maintain their roadways. Funds can be allocated to lower cost maintenance and repairs, such as crack sealing or mill and overlay, as opposed to the more costly maintenance, such as base repair and complete reconstruction.

The 2025 Roadway Condition Survey indicates that the Borough’s roadways achieved an overall condition rating of 1.83, which represents a slight increase from the 2023 overall condition rating but the second-best overall condition rating observed in the past 19 years. The considerable improvement of the overall condition rating is a result of the Borough’s proactive approach to the road programs combined with the milder winter weather and temperatures observed over the last 11 years. By utilizing an aggressive financial schedule and a strategic approach to prioritize the repair of roadways assigned a Condition Rating of 4, 4.5 or 5 during the 2014 through 2025 Road Programs, the Borough has reversed the deterioration trend and substantially improved the overall roadway condition rating.

**PERKASIE BOROUGH
ANNUAL OVERALL ROADWAY CONDITION RATING SUMMARY**

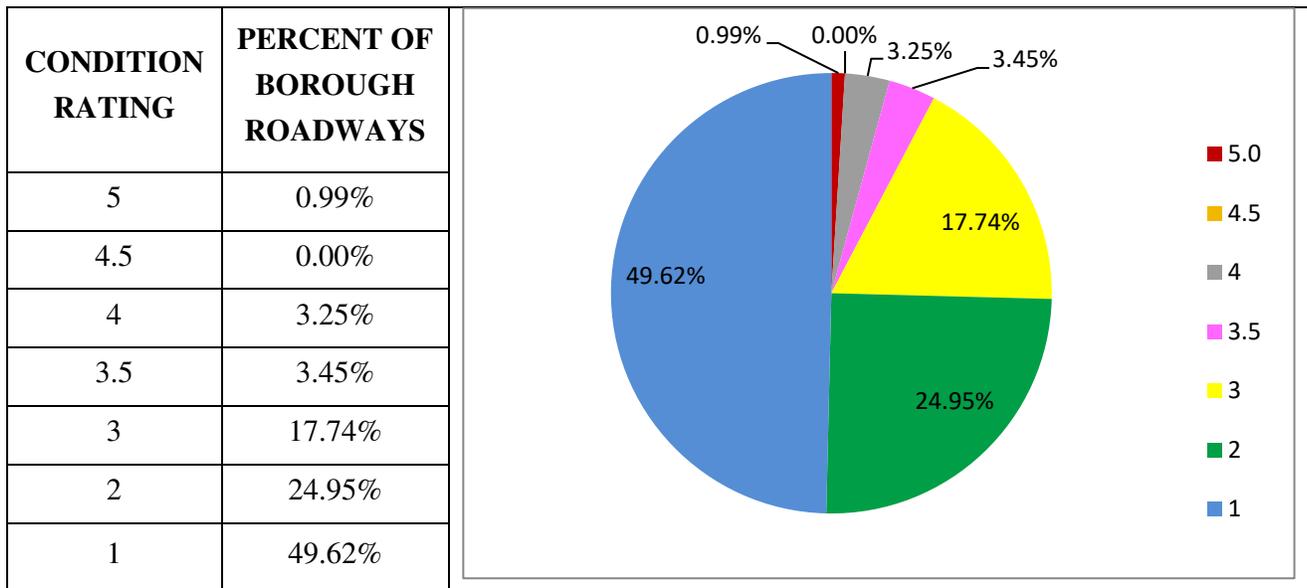


The summary of the Borough’s Overall Roadway Condition Ratings provided above was prepared based on the field surveys conducted from 2006 to 2025 and roadways completed in 2022 and 2023. The ratings were summarized using field survey data conducted by Gilmore & Associates, Inc., as well as utilizing previous editions of this report, as prepared by Boucher & James, Inc. and CKS Engineers, Inc. Please note that based on the results of the annual ratings reported, the Borough requested in 2014 that the Roadway Condition Survey report only be updated once every two years. However, due to the mild winter weather and temperatures, four years have passed since the previous field survey was completed on August 31, 2021.

IV. FINDINGS

Based on the results of the 2025 Roadway Condition Survey, the 2025 Roadway Condition Rating Summary graphic provided below demonstrates that approximately half of the Borough owned roadways have been assigned a Condition Rating of 1 and approximately 92.3% of the roadways have been classified as a Condition 3 Rating or better. Please note that the color for each percentage in the chart below matches the colors assigned to each roadway condition rating on the Roadway Condition Map provided in Appendix D.

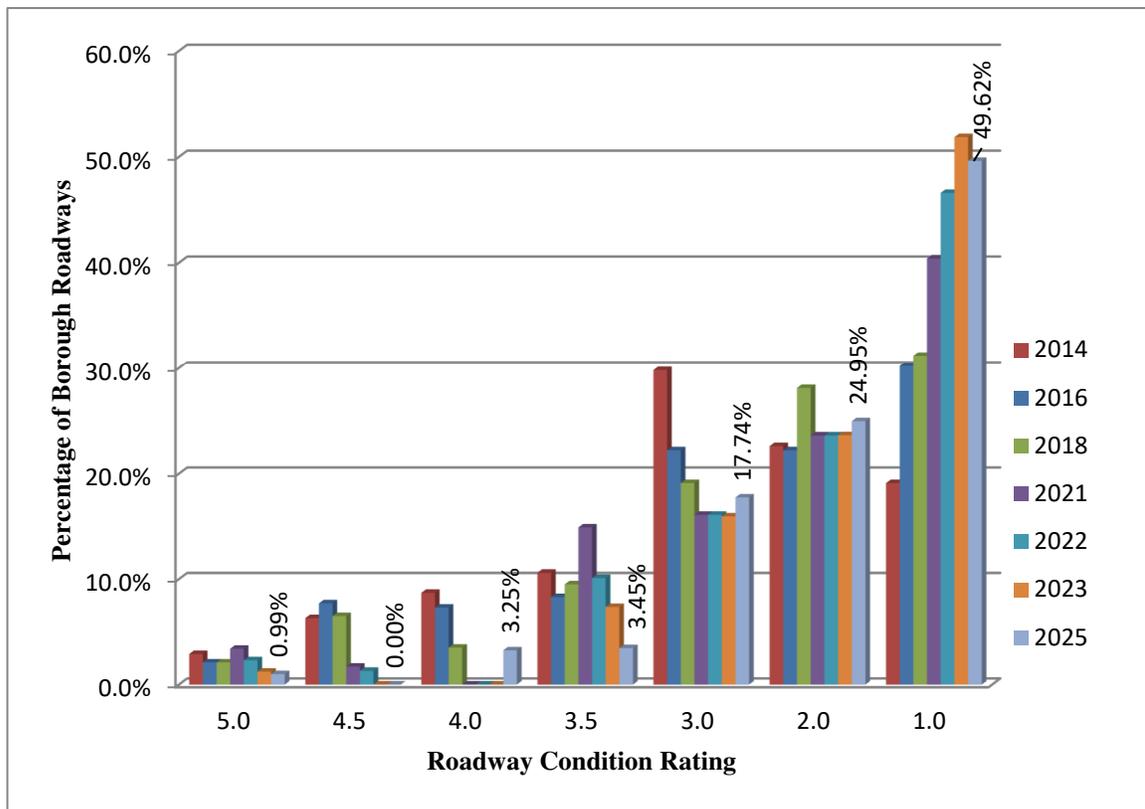
**PERKASIE BOROUGH
2025 ROADWAY CONDITION RATING SUMMARY UPDATE**



The Year 2014 vs. Year 2016 vs. Year 2018 vs. Year 2021 vs. Year 2022 vs. Year 2023 vs Year 2025 Condition Rating Comparison table on the following page demonstrates considerable changes in the percentages of roadways rated as Conditions 1, 3.5, 4.5, and 5. The shift in the roadway condition rating percentages can be attributed to the Borough’s proactive approach to include roadways of varying condition ratings into their annual road program. By annually completing the maintenance and repair of roadways with varying condition ratings, the Borough will ultimately spend less money to maintain their roadway infrastructure. For example, focusing solely on repairing the Condition 5 roadways will limit the number of roadways that can be completed in any given year. In addition, repairing only the Condition 5 roadways will result in the further deterioration of the Condition 3 to 4.5 roadways and negatively impact the Borough’s Overall Roadway Condition Rating.

Based on historical observation data, a roadway rated as Condition 3.5 can rapidly deteriorate to a Condition 4, 4.5 or 5 within a year depending on the volume of traffic experienced by the roadway and weather conditions. Therefore, the overall improvement of the individual roadway condition ratings in the year 2025 does not discount the continued need for future improvements to the Condition 3.5 to Condition 5 rated roadways which account for approximately 7.7% of the Borough owned roadways.

**PERKASIE BOROUGH
YEAR 2014, 2016, 2018, 2021, 2022, 2023 AND 2025 CONDITION RATING COMPARISON**



The 5 to 15 Year Roadway Reconstruction Plan provided in Appendix C recommends both short-term and long-term schedule of roadway repairs which are intended to improve the Borough’s Overall Roadway Condition Rating. Even though approximately 92.3 percent of the Borough owned roadways are rated as a Condition 3 or better, the 5 Year Roadway Reconstruction Plan still recommends an aggressive yet strategic roadway selection for future road programs. The recommended goal is to repair Condition 3.5 through Condition 5 rated roadways while still incorporating maintenance and repair of Condition 3 rated roadways in localized areas of the Borough.

Please note that the 2025 Roadway Condition Rating and 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C respectively, also include an estimated cost of repair based on the square yard and condition rating of each individual roadway. The estimated costs have been prepared by comparing the unit costs received by the Borough from previous Road Program bids, as well as recent unit costs received by local municipalities.

V. CONCLUSIONS AND RECOMMENDATIONS

The results of the 2025 Roadway Condition Survey indicate a minor increase in the Borough's Overall Roadway Condition Rating since the 2023 update but an improvement since the 2021 Roadway Condition Survey. Although the majority of the Borough owned roadways were found to be in acceptable condition (Condition 3 or better), we note that there was also a higher percentage of roadways that have deteriorated to a Condition Rating of 4.

As indicated in the 5 to 15 Year Roadway Reconstruction Plan in Appendix C, we recommend a combination of Condition 3, 3.5 and 4 rated roadways be the primary selection for the 2026 through 2030 Road Programs in order to continue improving the Borough's overall roadway condition rating.

Overall, we recommend that the Borough continue to implement an aggressive schedule of Condition 3.5, 4 and 5 rated roadways for future road repair projects dependent on the amount of available funding. Based on the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix C, all of the roadways currently rated as Condition 4 and 5 will be repaired by the year 2028. This strategy will allow the Borough to mitigate the roadways currently rated as Condition 4 while also proactively preventing the Condition 3.5 rated roadways from deteriorating to a Condition 5 Rating status.

Please note that this report is a comprehensive document that requires updates and modifications to the condition ratings and estimated unit costs. Due to the variety of weather conditions experienced throughout the year in this region, we recommend that the Borough continue to conduct a field survey and visual inspection of all of the Borough's roadways at a minimum of every two (2) to three (3) years during the summer or fall months. We further recommend that an updated report be provided to Borough Council in the fall in order to incorporate the recommended roadway repair projects into the budget for the upcoming year. Once the Borough determines the scope and budget of the annual Road Program, the residents will have to be notified if there are any required curb and/or sidewalk improvements associated with the upcoming roadway repairs.

Please be aware that the intent of the 2025 Roadway Condition Survey is to provide the Borough with an understanding of the existing conditions of their roadways and a recommendation for future projects. This report should be used as a guide to help the Borough set their roadway repair goals and to determine the most effective and efficient allocation of available funding. It is also important to note that the actual roadway repairs completed each year may deviate from the recommended 5 to 15 Year Roadway Reconstruction Plan due to budgetary constraints and unforeseen circumstances.

APPENDIX A

ROADWAY CONDITION RATING DESCRIPTIONS AND EXAMPLES

ROADWAY CONDITION RATINGS DESCRIPTIONS AND EXAMPLES

Rating	Description	Example
<p align="center"><u>CONDITION 1</u> NEWLY PAVED ROADWAY</p>	<p>Condition 1 roadways appear to be or have been recently paved. They have no noticeable cracking, rutting, spalling or potholes and do not require any short-term attention from the Borough.</p> <p>The estimated cost associated with the repair of a Condition 1 roadway is \$0.00 per square yard as shown in the Roadway Condition Rating and the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C.</p> <p>Based on the total linear feet of Borough roadways, approximately 49.62% of the roadways have been rated as Condition 1.</p>	
<p align="center"><u>CONDITION 2</u> MINOR SURFACE WEAR</p>	<p>Condition 2 roadways appear to be in generally good condition and may require short-term actions. The roadway base is typically intact and the surface has minimal rutting or linear cracking; there should be no signs of spalling. Crack sealing can be used as preventative maintenance and isolated repairs, such as minor pot holes, may be necessary.</p> <p>The estimated cost associated with the repair of a Condition 2 roadway is \$8.20 per square yard as shown in the Roadway Condition Rating and the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C.</p> <p>Based on the total linear feet of Borough roadways, approximately 24.95% of the roadways have been rated as Condition 2.</p>	

ROADWAY CONDITION RATINGS DESCRIPTIONS AND EXAMPLES

CONDITION 3 AND 3.5 MAJOR SURFACE WEAR

Condition 3 or 3.5 roadways appear to be deteriorating on the surface and potentially other pavement layers and require action to prevent further degradation. The roadway base and subbase are typically intact and in an acceptable condition. The roadway surface and potentially other pavement layers may have areas of rutting, linear surface cracking and minimal isolated potholes and areas of potential spalling. Note that the roadways in the pictures to the right have numerous linear surface cracks that were previously sealed; however additional cracks continue to form. No alligator cracking has developed on either roadway which suggests that the roadway has an adequate base and subbase structure.

Repairs for a Condition 3 or 3.5 roadway include resurfacing (i.e. mill and overlay) and the completion of isolated pavement repair caused by potholes or localized spalling. If addressed in a timely and effective manner, these repairs can help prevent a Condition 3 or 3.5 roadway from deteriorating to a Condition 4 or Condition 5 rating, which may require a significant amount of pavement and base repair or possibly complete roadway reconstruction.

The estimated cost associated with the repair of a Condition 3 roadway is \$21.20 per square yard and \$22.80 per square yard for a condition 3.5 roadway as shown in the Roadway Condition Rating and the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C.

Based on the total linear feet of Borough roadways, approximately 17.74% of the roadways have been rated as Condition 3 and 3.45% have been rated as Condition 3.5.



ROADWAY CONDITION RATINGS DESCRIPTIONS AND EXAMPLES

CONDITION 4 AND 4.5 MINOR BASE REPAIR

Condition Number 4 or 4.5 roadways appear to have almost completely deteriorated at the surface and consists of damage that extends into the subbase which requires action to prevent the need for full reconstruction. The roadway surface, other pavement layers have numerous areas of severe rutting, linear surface cracking, alligator cracking, major areas of spall, several potholes and areas of exposed pavement base. Note that the roadways in the pictures to the right have numerous areas of linear surface cracking, spalling and exposed subbase.

Repairs for a Condition 4 or 4.5 roadway include resurfacing (i.e. mill and overlay) along with a significant amount of both pavement and base repairs. It is important to note that a Condition 4.5 rating represents a roadway or area of a roadway that has been deemed most critical for attention to prevent reaching a Condition 5 rating. If addressed in a timely and effective manner, these repairs can prevent a Condition 4 or 4.5 roadway from deteriorating to a Condition 5 rating, which may require complete roadway reconstruction.

The estimated cost associated with the repair of a Condition 4 roadway is \$32.70 per square yard and \$33.40 per square yard for a condition 4.5 roadway as shown in the Roadway Condition Rating and the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C.

Based on the total linear feet of Borough roadways, approximately 3.25% of the roadways have been rated as Condition 4 and 0.0% have been rated as Condition 4.5.



ROADWAY CONDITION RATINGS DESCRIPTIONS AND EXAMPLES

CONDITION 5 MAJOR BASE REPAIR

Condition 5 roadways appear to have areas of severe rutting, alligator cracking, major areas spalling, and numerous potholes or other areas of exposed pavement base. These types of conditions indicate that the damage to the roadway surface course extends through the subbase. Note that the roadways in the pictures to the right have severe alligator cracking and a significant amount of exposed base course and subbase.

Repairs for a Condition 5 roadway include resurfacing (i.e. mill and overlay) along with an extensive amount of both pavement and base repairs along the entire roadway. A road categorized as Condition Number 5 requires attention from the Borough as soon as funds are available.

The estimated cost associated with the repair of a Condition 5 roadway is \$45.40 per square yard as shown in the Roadway Condition Rating and the recommended 5 to 15 Year Roadway Reconstruction Plan provided in Appendix B and C.

Based on the total linear feet of Borough roadways, approximately 0.99% of the roadways have been rated as Condition 5.



APPENDIX B

2025 ROADWAY CONDITION RATING

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '5' Rated Roadways									
Park Avenue*	Ridge Road to Country Ridge	5	5	25	1,470	24	3,970	\$45.40	\$ 180,238.00
								Estimated Cost: \$	180,238.00
								Estimated Percentage:	0.99%
Condition '4' Rated Roadways									
3rd Street	Walnut St to Market St	4	3	12	1,380	32	4,957	\$32.70	\$ 162,093.90
Amherst Circle	entire road	4	1	4	500	26	1,494	\$32.70	\$ 48,853.80
Chelsea Court	entire road	4	1	4	275	24	945	\$32.70	\$ 30,897.87
Dorchester Lane	entire road	4	2	8	2,700	34	10,250	\$32.70	\$ 335,175.00
								Estimated Cost: \$	577,020.57
								Estimated Percentage:	3.25%
Condition '3.5' Rated Roadways									
Branford Terrace	entire road	3.5	1	4	760	24	2,077	\$22.80	\$ 47,355.60
Coventry Way	entire road	3.5	2	7	945	34	3,620	\$22.80	\$ 82,536.00
Hampton Circle	entire road	3.5	2	7	1,210	26	3,546	\$22.80	\$ 80,848.80
Penn Alley	entire road	3.5	2	7	460	18	970	\$22.80	\$ 22,116.00
Pine Street	8th St to 9th St	3.5	3	11	330	26	1,003	\$22.80	\$ 22,868.40
S. 8th Street	Pine St to Park Ave	3.5	1	4	400	25	1,161	\$22.80	\$ 26,470.80
Waltham Lane	entire road	3.5	2	7	1,045	25	2,953	\$22.80	\$ 67,328.40
								Estimated Cost: \$	349,524.00
								Estimated Percentage:	3.45%

*Estimated cost of repair includes only cost of roadway repair and not required storm sewer improvements.

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '3' Rated Roadways									
3rd Street	Park Ave to Walnut St	3	3	9	860	32	3,108	\$21.20	\$ 65,889.60
5th Street	Market St to Borough Line	3	5	15	3,890	32	13,881	\$21.20	\$ 294,277.20
7th Street	Market St to Vine St.	3	3	9	1,628	32	5,838	\$21.20	\$ 123,765.60
7th Street	Park Ave to Market St	3	3	9	2,165	32	7,748	\$21.20	\$ 164,257.60
Bramble Lane	entire road	3	1	3	500	24	1,383	\$21.20	\$ 29,319.60
Country Pointe Circle	entire road	3	1	3	675	32	2,856	\$21.20	\$ 60,540.13
Essex Court	Branford Ter to Main St	3	2	6	1,885	32	6,752	\$21.20	\$ 143,142.40
Kent Lane	entire road	3	1	3	1,330	35	5,222	\$21.20	\$ 110,706.40
Milliken Court	entire road within Borough	3	1	3	460	33	3,769	\$21.20	\$ 79,895.73
N. 6th Street	Market St to Buttonwood St	3	3	9	2,200	26	6,406	\$21.20	\$ 135,807.20
Park Avenue	Railroad to 3rd St	3	5	15	1,390	32	4,992	\$21.20	\$ 105,830.40
Race Street	3rd St to 5th St	3	3	9	875	32	3,161	\$21.20	\$ 67,013.20
S. 6th Street	Chestnut St to Walnut St	3	3	9	350	32	1,294	\$21.20	\$ 27,432.80
S. Main Street	Walnut St to Spruce St	3	5	15	650	32	2,361	\$21.20	\$ 50,053.20
Souder Lane	entire road	3	1	3	315	32	1,537	\$21.20	\$ 32,582.04
Stonycrest Drive	entire road within Borough	3	2	6	1,480	32	5,312	\$21.20	\$ 112,614.40
Strassburger Road	entire road	3	2	6	2,760	33	10,170	\$21.20	\$ 215,604.00
Strawberry Lane	entire road	3	2	6	875	33	4,082	\$21.20	\$ 86,531.33
W. Walnut Street	Constitution Ave to 5th St	3	4	12	1,800	32	6,450	\$21.20	\$ 136,740.00
Walker Way	entire road	3	2	6	390	34	1,523	\$21.20	\$ 32,287.60
Estimated Cost:								\$	2,074,290.43
Estimated Percentage:									17.74%

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '2' Rated Roadways									
10th Street	10th St cul-de-sac	2	1	2	220	18	490	\$8.20	\$ 4,018.00
12th Street	Borough Line to Cul-de-Sac	2	1	2	1,110	32	3,997	\$8.20	\$ 32,775.40
12th Street	Stub from Park Ave	2	1	2	325	14	556	\$8.20	\$ 4,559.20
3rd Street	Market St to Race St	2	3	6	690	32	2,465	\$8.20	\$ 20,213.00
3rd Street	Race St to Callowhill St	2	3	6	1,130	31	3,942	\$8.20	\$ 32,324.40
4th Street	Borough Line to Arthur Ave	2	3	6	1,270	32	4,566	\$8.20	\$ 37,441.20
7th Street	1108 7th St to Blooming Glen Dr	2	3	6	700	32	2,539	\$8.20	\$ 20,819.80
9th Street	Railroad to Borough Line	2	3	6	5,590	38	23,652	\$8.20	\$ 193,946.40
Arch Street	3rd St to 7th St	2	2	4	1,620	32	5,810	\$8.20	\$ 47,642.00
Arch Street	9th St to end (past 10th)	2	2	4	565	30	1,933	\$8.20	\$ 15,850.60
E. Spruce Street	S. Main St to Constitution Ave	2	4	8	2,660	34	10,099	\$8.20	\$ 82,811.80
Highland Court	entire road	2	1	2	200	28	1,138	\$8.20	\$ 9,335.24
Highwood Court	entire road	2	1	2	330	28	1,191	\$8.20	\$ 9,768.02
Hillcrest Road	entire road within Borough	2	3	6	630	18	1,310	\$8.20	\$ 10,742.00
Oak Avenue	entire road	2	2	4	335	22	869	\$8.20	\$ 7,125.80
Parkridge Court	entire road	2	1	2	225	26	1,148	\$8.20	\$ 9,411.78
Parkridge Drive	entire road	2	2	4	2,885	25	8,064	\$8.20	\$ 66,124.80
Poplar Street	entire road	2	1	2	180	10	250	\$8.20	\$ 2,050.00
S. Main Street	Spruce St to Borough Line	2	5	10	4,275	33	15,725	\$8.20	\$ 128,945.00
Shadywood Drive	5th St to Shadywood Pl	2	2	4	3,600	30	12,050	\$8.20	\$ 98,810.00
Shadywood Drive	Shadywood Pl to Highland Dr.	2	2	4	3,600	30	12,000	\$8.20	\$ 98,400.00
Vine Street	9th St to Ridge Ave	2	2	4	651	24	1,735	\$8.20	\$ 14,227.00
W. Chestnut Street	2nd St to 5th St	2	2	4	1,020	32	3,677	\$8.20	\$ 30,151.40
W. Chestnut Street	8th St to 9th St	2	3	6	385	32	1,419	\$8.20	\$ 11,635.80
W. Chestnut Street	7th St to 5th St	2	2	4	815	32	2,948	\$8.20	\$ 24,173.60
W. Market Street	2nd St to 6th St	2	5	10	1,475	32	5,294	\$8.20	\$ 43,410.80
W. Walnut Street	7th St to 5th St	2	4	8	750	32	2,717	\$8.20	\$ 22,279.40
Estimated Cost:								\$	1,078,992.44
Estimated Percentage:									24.95%

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '1' Rated Roadways									
10th Street	Race St to Vine St	1	1	1	407	20	905	\$0.00	\$ -
2nd Street	Walnut St to Market St	1	4	4	1,650	32	5,917	\$0.00	\$ -
2nd Street	Market St to Arch St	1	4	4	380	16	726	\$0.00	\$ -
4th Street	Park Ave to Walnut St	1	3	3	1,000	32	3,606	\$0.00	\$ -
4th Street	Walnut St to Market St	1	3	3	1,220	32	4,388	\$0.00	\$ -
4th Street	Market St to Vine St	1	3	3	750	32	2,675	\$0.00	\$ -
7th Street	901 7th St to 1025 7th St	1	3	3	1,238	32	4,400	\$0.00	\$ -
7th Street	1025 7th St to 1108 7th St	1	3	3	720	32	2,560	\$0.00	\$ -
7th Street	Callowhill St. to 901 7th St	1	3	3	1,930	32	6,862	\$0.00	\$ -
7th Street	Vine St to Callowhill St.	1	3	3	388	32	1,380	\$0.00	\$ -
8th Street	124 8th St to Race St	1	4	4	345	26	997	\$0.00	\$ -
8th Street	Buttonwood St to Callowhill St	1	2	2	325	27	1,025	\$0.00	\$ -
8th Street	Chestnut St to Market St	1	5	5	495	32	1,810	\$0.00	\$ -
8th Street	Market St to 124 8th St	1	4	4	645	32	2,293	\$0.00	\$ -
8th Street/Vine Street	Callowhill St./7th St	1	4	4	675	31	2,375	\$0.00	\$ -
Arch Street	8th St to 9th St	1	2	2	221	26	688	\$0.00	\$ -
Arthur Avenue	entire road	1	3	3	765	38	3,280	\$0.00	\$ -
Blooming Glen Drive	5th St to 7th St	1	5	5	1,590	32	5,703	\$0.00	\$ -
Blooming Glen Drive	7th St to Ridge Rd	1	5	5	1,337	19	2,873	\$0.00	\$ -
Bridge Street	entire road	1	4	4	310	24	877	\$0.00	\$ -
Buttonwood Street	7th St to 5th St	1	2	2	1,225	32	4,406	\$0.00	\$ -
Buttonwood Street	7th St to 8th St	1	2	2	250	18	550	\$0.00	\$ -
Callowhill Street	5th St to 6th St, portion	1	5	5	250	32	939	\$0.00	\$ -
Callowhill Street	Ridge Rd to beyond 6th St	1	5	5	2,585	30	8,667	\$0.00	\$ -
Cedar Avenue	4th St to 5th St	1	1	1	355	18	760	\$0.00	\$ -
Chestnut Court	entire road	1	1	1	775	29	2,497	\$0.00	\$ -
Clover Lane	entire road	1	1	1	1,370	24	3,703	\$0.00	\$ -
Concord Place	entire road	1	1	1	260	28	1,366	\$0.00	\$ -
Connor Lane	entire road	1	1	1	803	34	3,034	\$0.00	\$ -
Daniella Circle	entire road	1	1	1	354	34	1,760	\$0.00	\$ -
Dill Avenue	entire road	1	1	1	1,323	30	4,410	\$0.00	\$ -
E. Chestnut Street	entire road	1	2	2	325	30	1,133	\$0.00	\$ -
E. Market Street	entire road	1	1	1	1,370	32	4,921	\$0.00	\$ -
E. Spruce Street	S. Main St to cul-de-sac	1	2	2	844	32	3,000	\$0.00	\$ -
Elm Avenue	4th St to 5th St	1	1	1	381	26	1,100	\$0.00	\$ -

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '1' Rated Roadways Continued									
Elm Avenue	5th St to 6th St	1	1	1	345	26	1,047	\$0.00	\$ -
Essex Court	Branford Ter to cul-de-sac	1	2	2	565	26	1,045	\$0.00	\$ -
Fairview Avenue	entire road	1	1	1	1,455	22	3,557	\$0.00	\$ -
Fern Drive	entire road	1	1	1	520	26	1,552	\$0.00	\$ -
Grandview Avenue	entire road	1	1	1	1,543	32	5,485	\$0.00	\$ -
Green Ridge Circle	entire road	1	1	1	365	34	16,204	\$0.00	\$ -
Hickory Drive	entire road	1	1	1	592	32	2,713	\$0.00	\$ -
Hidden Meadow Drive	entire road	1	1	1	1,145	34	4,326	\$0.00	\$ -
Highland Drive	entire road	1	2	2	1,900	34	7,228	\$0.00	\$ -
Hunters Run Road	entire road	1	2	2	1,610	26	4,701	\$0.00	\$ -
Hyde Lane	entire road	1	1	1	745	32	2,699	\$0.00	\$ -
Jefferson Drive	entire road	1	2	2	1,555	28	4,888	\$0.00	\$ -
Juliana Way	entire road	1	1	1	978	34	3,745	\$0.00	\$ -
Lexington Way	entire road	1	1	1	440	30	1,868	\$0.00	\$ -
Lombard Street	entire road	1	2	2	1,030	26	3,481	\$0.00	\$ -
Market Street Alley	entire road	1	3	3	455	16	859	\$0.00	\$ -
Marshall Street	Buttonwood St to Callowhill St	1	1	1	310	22	808	\$0.00	\$ -
Marshall Street	Race St to Callowhill St	1	2	2	580	23	1,482	\$0.00	\$ -
Meadow Lane	entire road within Borough	1	2	2	425	35	1,703	\$0.00	\$ -
Neighbors Way	entire road	1	1	1	1,020	32	4,186	\$0.00	\$ -
Nob Hill Drive	entire road	1	2	2	1,185	32	4,534	\$0.00	\$ -
North Lane	entire road	1	2	2	315	26	960	\$0.00	\$ -
Old Post Court	entire road	1	1	1	215	82	1,223	\$0.00	\$ -
Old Post Road	entire road	1	2	2	1,572	32	5,590	\$0.00	\$ -
Park Avenue	Country Ridge to the railroad	1	5	5	776	32	2,760	\$0.00	\$ -
Park Avenue	Country Ridge Portion	1	5	5	638	32	2,268	\$0.00	\$ -
Penny Lane	entire road	1	2	2	2,625	34	9,967	\$0.00	\$ -
Pine Street	9th St to Country Ridge	1	3	3	100	26	339	\$0.00	\$ -
Pleasant Run Place	entire road	1	1	1	662	28	2,060	\$0.00	\$ -
Race Street	5th St to 6th St	1	3	3	515	32	1,831	\$0.00	\$ -
Race Street	6th St to 7th St	1	3	3	485	32	1,774	\$0.00	\$ -
Race Street	8th St to 9th St	1	3	3	220	32	782	\$0.00	\$ -
Race Street	Ridge Ave to 9th St	1	3	3	728	30	2,425	\$0.00	\$ -
Revere Way	entire road	1	1	1	375	30	1,744	\$0.00	\$ -
Ridge Avenue	entire road	1	4	4	1,770	28	5,507	\$0.00	\$ -

2025 ROADWAY CONDITION RATING

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Cost to Repair
Condition '1' Rated Roadways Continued									
Rustic Drive	entire road	1	2	2	1,120	30	3,783	\$0.00	\$ -
S. 6th Street	Market St to Chestnut St	1	3	3	340	32	1,209	\$0.00	\$ -
S. 6th Street	Spruce St to Elm Ave	1	3	3	1,250	28	3,889	\$0.00	\$ -
Shadywood Place	entire road	1	2	2	325	30	1,083	\$0.00	\$ -
Spring Court	entire road	1	1	1	440	26	1,756	\$0.00	\$ -
Spring Lane	entire road	1	1	1	1,515	26	4,427	\$0.00	\$ -
Sugarbush Drive	entire road	1	1	1	373	36	1,542	\$0.00	\$ -
Summit Avenue	entire road	1	1	1	1,145	18	2,340	\$0.00	\$ -
Tunnel Road	entire road excl. PennDOT portion	1	2	2	100	25	278	\$0.00	\$ -
Union Street	entire road	1	1	1	820	34	3,913	\$0.00	\$ -
Vine Street	3rd St to 6th St	1	3	3	1,250	32	4,444	\$0.00	\$ -
Virginia Avenue	entire road	1	1	1	1,356	32	4,820	\$0.00	\$ -
W. Market Street	6th St to the railroad	1	5	5	775	32	2,806	\$0.00	\$ -
W. Market Street	Ridge Rd to Cedar Ridge Ct	1	2	2	355	32	1,312	\$0.00	\$ -
W. Spruce Street	3rd St to 4th St	1	3	3	350	32	1,244	\$0.00	\$ -
W. Spruce Street	4th St to 5th St	1	3	3	340	32	1,259	\$0.00	\$ -
W. Spruce Street	5th St to 7th St	1	3	3	600	32	2,183	\$0.00	\$ -
Wyckford Drive	Branford Terrace to Borough Line	1	3	3	1,197	32	4,255	\$0.00	\$ -
Wyckford Drive	Essex Ct North to Borough Line	1	3	3	429	32	1,525	\$0.00	\$ -
Wyckford Drive	Essex Ct South to Branford Terrace	1	3	3	728	32	2,590	\$0.00	\$ -
Wyckford Way	entire road	1	2	2	615	35	2,442	\$0.00	\$ -
								Estimated Cost: \$	-
								Estimated Percentage:	49.62%

APPENDIX C

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Estimated Cost to Repair
2026 Road Program									
Amherst Circle	entire road	4	1	4	500	26	1,494	\$ 32.70	\$ 48,853.80
Branford Terrace	entire road	3.5	1	4	760	24	2,077	\$ 22.80	\$ 47,355.60
Chelsea Court	entire road	4	1	4	275	24	945	\$ 32.70	\$ 30,897.87
Dorchester Lane	entire road	4	2	8	2,700	34	10,250	\$ 32.70	\$ 335,175.00
Hampton Circle	entire road	3.5	2	7	1,210	26	3,546	\$ 22.80	\$ 80,848.80
Waltham Lane	entire road	3.5	2	7	1,045	25	2,953	\$ 22.80	\$ 67,328.40
Estimated Cost 2026:									\$ 610,459.47
2027 Road Program									
Park Avenue*	Ridge Road to Country Ridge	5	5	25	1,470	24	3,970	\$ 45.40	\$ 180,238.00
Estimated Cost 2027:									\$ 180,238.00
2028 Road Program									
3rd Street	Park Ave to Walnut St	3	3	9	860	32	3,108	\$ 21.20	\$ 65,889.60
3rd Street	Walnut St to Market St	4	3	12	1,380	32	4,957	\$ 32.70	\$ 162,093.90
Park Avenue	Railroad to 3rd St	3	5	15	1,390	32	4,992	\$ 21.20	\$ 105,830.40
Penn Alley	entire road	3.5	2	7	460	18	970	\$ 22.80	\$ 22,116.00
Pine Street	8th St to 9th St	3.5	3	11	330	26	1,003	\$ 22.80	\$ 22,868.40
S. 6th Street	Chestnut St to Walnut St	3	3	9	350	32	1,294	\$ 21.20	\$ 27,432.80
S. 8th Street	Pine St to Park Ave	3.5	1	4	400	25	1,161	\$ 22.80	\$ 26,470.80
Estimated Cost 2028:									\$ 432,701.90
2029 Road Program									
Bramble Lane	entire road	3	1	3	500	24	1,383	\$ 21.20	\$ 29,319.60
Coventry Way	entire road	3.5	2	7	945	34	3,620	\$ 22.80	\$ 82,536.00
Kent Lane	entire road	3	1	3	1,330	35	5,222	\$ 21.20	\$ 110,706.40
Strawberry Lane	entire road	3	2	6	875	33	4,082	\$ 21.20	\$ 86,531.33
Walker Way	entire road	3	2	6	390	34	1,523	\$ 21.20	\$ 32,287.60
Estimated Cost 2029:									\$ 341,380.93
2030 Road Program									
Country Pointe Circle	entire road	3	1	3	675	32	2,856	\$ 21.20	\$ 60,540.13
Essex Court	Branford Ter to Main St	3	2	6	1,885	32	6,752	\$ 21.20	\$ 143,142.40
S. Main Street	Walnut St to Spruce St	3	5	15	650	32	2,361	\$ 21.20	\$ 50,053.20
W. Walnut Street	Constitution Ave to 5th St	3	4	12	1,800	32	6,450	\$ 21.20	\$ 136,740.00
Estimated Cost 2030:									\$ 390,475.73
2031 - 2036 Road Programs									
Milliken Court	entire road within Borough	3	1	3	460	33	3,769	\$ 21.20	\$ 79,895.73
Souder Lane	entire road	3	1	3	315	32	1,537	\$ 21.20	\$ 32,582.04
Stonycrest Drive	entire road within Borough	3	2	6	1,480	32	5,312	\$ 21.20	\$ 112,614.40
Strassburger Road	entire road	3	2	6	2,760	33	10,170	\$ 21.20	\$ 215,604.00
Estimated Cost 2031-2036:									\$ 440,696.17

*Estimated cost of repair includes only cost of roadway repair and not required storm sewer improvements.

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Estimated Cost to Repair
2032 - 2037 Road Programs									
4th Street	Borough Line to Arthur Ave	2	3	6	1,270	32	4,566	\$ 8.20	\$ 37,441.20
5th Street	Market St to Borough Line	3	5	15	3,890	32	13,881	\$ 21.20	\$ 294,277.20
7th Street	Park Ave to Market St	3	3	9	2,165	32	7,748	\$ 21.20	\$ 164,257.60
Oak Avenue	entire road	2	2	4	335	22	869	\$ 8.20	\$ 7,125.80
W. Walnut Street	7th St to 5th St	2	4	8	750	32	2,717	\$ 8.20	\$ 22,279.40
Estimated Cost 2032-2037:									\$ 525,381.20
2033 - 2038 Road Programs									
3rd Street	Market St to Race St	2	3	6	690	32	2,465	\$ 8.20	\$ 20,213.00
3rd Street	Race St to Callowhill St	2	3	6	1,130	31	3,942	\$ 8.20	\$ 32,324.40
7th Street	Market St to Vine St.	3	3	9	1,628	32	5,838	\$ 21.20	\$ 123,765.60
Arch Street	3rd St to 7th St	2	2	4	1,620	32	5,810	\$ 8.20	\$ 47,642.00
N. 6th Street	Market St to Buttonwood St	3	3	9	2,200	26	6,406	\$ 21.20	\$ 135,807.20
Race Street	3rd St to 5th St	3	3	9	875	32	3,161	\$ 21.20	\$ 67,013.20
W. Chestnut Street	2nd St to 5th St	2	2	4	1,020	32	3,677	\$ 8.20	\$ 30,151.40
W. Chestnut Street	7th St to 5th St	2	2	4	815	32	2,948	\$ 8.20	\$ 24,173.60
W. Market Street	2nd St to 6th St	2	5	10	1,475	32	5,294	\$ 8.20	\$ 43,410.80
Estimated Cost 2033-2038:									\$ 524,501.20
2034 - 2039 Road Programs									
10th Street	10th St cul-de-sac	2	1	2	220	18	490	\$ 8.20	\$ 4,018.00
12th Street	Borough Line to Cul-de-Sac	2	1	2	1,110	32	3,997	\$ 8.20	\$ 32,775.40
12th Street	Stub from Park Ave	2	1	2	325	14	556	\$ 8.20	\$ 4,559.20
7th Street	1108 7th St to Blooming Glen Dr	2	3	6	700	32	2,539	\$ 8.20	\$ 20,819.80
9th Street	Railroad to Borough Line	2	3	6	5,590	38	23,652	\$ 8.20	\$ 193,946.40
Arch Street	9th St to end (past 10th)	2	2	4	565	30	1,933	\$ 8.20	\$ 15,850.60
E. Spruce Street	S. Main St to Constitution Ave	2	4	8	2,660	34	10,099	\$ 8.20	\$ 82,811.80
Estimated Cost 2034-2039:									\$ 354,781.20
2035 - 2040 Road Programs									
Highland Court	entire road	2	1	2	200	28	1,138	\$ 8.20	\$ 9,335.24
Highwood Court	entire road	2	1	2	330	28	1,191	\$ 8.20	\$ 9,768.02
Hillcrest Road	entire road within Borough	2	3	6	630	18	1,310	\$ 8.20	\$ 10,742.00
Parkridge Court	entire road	2	1	2	225	26	1,148	\$ 8.20	\$ 9,411.78
Parkridge Drive	entire road	2	2	4	2,885	25	8,064	\$ 8.20	\$ 66,124.80
Poplar Street	entire road	2	1	2	180	10	250	\$ 8.20	\$ 2,050.00
S. Main Street	Spruce St to Borough Line	2	5	10	4,275	33	15,725	\$ 8.20	\$ 128,945.00
Shadywood Drive	5th St to Shadywood Pl	2	2	4	3,600	30	12,050	\$ 8.20	\$ 98,810.00
Shadywood Drive	Shadywood Pl to Highland Dr.	2	2	4	3,600	30	12,000	\$ 8.20	\$ 98,400.00
Vine Street	9th St to Ridge Ave	2	2	4	651	24	1,735	\$ 8.20	\$ 14,227.00
W. Chestnut Street	8th St to 9th St	2	3	6	385	32	1,419	\$ 8.20	\$ 11,635.80
Estimated Cost 2035-2040:									\$ 459,449.64

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Estimated Cost to Repair
2041+ Road Program									
10th Street	Race St to Vine St	1	1	1	407	20	905	\$ -	\$ -
2nd Street	Walnut St to Market St	1	4	4	1,650	32	5,917	\$ -	\$ -
2nd Street	Market St to Arch St	1	4	4	380	16	726	\$ -	\$ -
4th Street	Park Ave to Walnut St	1	3	3	1,000	32	3,606	\$ -	\$ -
4th Street	Walnut St to Market St	1	3	3	1,220	32	4,388	\$ -	\$ -
4th Street	Market St to Vine St	1	3	3	750	32	2,675	\$ -	\$ -
7th Street	901 7th St to 1025 7th St	1	3	3	1,238	32	4,400	\$ -	\$ -
7th Street	1025 7th St to 1108 7th St	1	3	3	720	32	2,560	\$ -	\$ -
7th Street	Callowhill St. to 901 7th St	1	3	3	1,930	32	6,862	\$ -	\$ -
7th Street	Vine St to Callowhill St.	1	3	3	388	32	1,380	\$ -	\$ -
8th Street	124 8th St to Race St	1	4	4	345	26	997	\$ -	\$ -
8th Street	Buttonwood St to Callowhill St	1	2	2	325	27	1,025	\$ -	\$ -
8th Street	Chestnut St to Market St	1	5	5	495	32	1,810	\$ -	\$ -
8th Street	Market St to 124 8th St	1	4	4	645	32	2,293	\$ -	\$ -
8th Street/Vine Street	Callowhill St./7th St	1	4	4	675	31	2,375	\$ -	\$ -
Arch Street	8th St to 9th St	1	2	2	221	26	688	\$ -	\$ -
Arthur Avenue	entire road	1	3	3	765	38	3,280	\$ -	\$ -
Blooming Glen Drive	5th St to 7th St	1	5	5	1,590	32	5,703	\$ -	\$ -
Blooming Glen Drive	7th St to Ridge Rd	1	5	5	1,337	19	2,873	\$ -	\$ -
Bridge Street	entire road	1	4	4	310	24	877	\$ -	\$ -
Buttonwood Street	7th St to 5th St	1	2	2	1,225	32	4,406	\$ -	\$ -
Buttonwood Street	7th St to 8th St	1	2	2	250	18	550	\$ -	\$ -
Callowhill Street	5th St to 6th St, portion	1	5	5	250	32	939	\$ -	\$ -
Callowhill Street	Ridge Rd to beyond 6th St	1	5	5	2,585	30	8,667	\$ -	\$ -
Cedar Avenue	4th St to 5th St	1	1	1	355	18	760	\$ -	\$ -
Chestnut Court	entire road	1	1	1	775	29	2,497	\$ -	\$ -
Clover Lane	entire road	1	1	1	1,370	24	3,703	\$ -	\$ -
Concord Place	entire road	1	1	1	260	28	1,366	\$ -	\$ -
Connor Lane	entire road	1	1	1	803	34	3,034	\$ -	\$ -
Daniella Circle	entire road	1	1	1	354	34	1,760	\$ -	\$ -
Dill Avenue	entire road	1	1	1	1,323	30	4,410	\$ -	\$ -
E. Chestnut Street	entire road	1	2	2	325	30	1,133	\$ -	\$ -
E. Market Street	entire road	1	1	1	1,370	32	4,921	\$ -	\$ -
E. Spruce Street	S. Main St to cul-de-sac	1	2	2	844	32	3,000	\$ -	\$ -
Elm Avenue	4th St to 5th St	1	1	1	381	26	1,100	\$ -	\$ -
Elm Avenue	5th St to 6th St	1	1	1	345	26	1,047	\$ -	\$ -
Essex Court	Branford Ter to cul-de-sac	1	2	2	565	26	1,045	\$ -	\$ -
Fairview Avenue	entire road	1	1	1	1,455	22	3,557	\$ -	\$ -
Fern Drive	entire road	1	1	1	520	26	1,552	\$ -	\$ -
Grandview Avenue	entire road	1	1	1	1,543	32	5,485	\$ -	\$ -

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

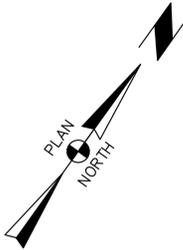
Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Estimated Cost to Repair
2041+ Road Program Continued									
Green Ridge Circle	entire road	1	1	1	365	34	16,204	\$ -	\$ -
Hickory Drive	entire road	1	1	1	592	32	2,713	\$ -	\$ -
Hidden Meadow Drive	entire road	1	1	1	1,145	34	4,326	\$ -	\$ -
Highland Drive	entire road	1	2	2	1,900	34	7,228	\$ -	\$ -
Hunters Run Road	entire road	1	2	2	1,610	26	4,701	\$ -	\$ -
Hyde Lane	entire road	1	1	1	745	32	2,699	\$ -	\$ -
Jefferson Drive	entire road	1	2	2	1,555	28	4,888	\$ -	\$ -
Juliana Way	entire road	1	1	1	978	34	3,745	\$ -	\$ -
Lexington Way	entire road	1	1	1	440	30	1,868	\$ -	\$ -
Lombard Street	entire road	1	2	2	1,030	26	3,481	\$ -	\$ -
Market Street Alley	entire road	1	3	3	455	16	859	\$ -	\$ -
Marshall Street	Buttonwood St to Callowhill St	1	1	1	310	22	808	\$ -	\$ -
Marshall Street	Race St to Callowhill St	1	2	2	580	23	1,482	\$ -	\$ -
Meadow Lane	entire road within Borough	1	2	2	425	35	1,703	\$ -	\$ -
Neighbors Way	entire road	1	1	1	1,020	32	4,186	\$ -	\$ -
Nob Hill Drive	entire road	1	2	2	1,185	32	4,534	\$ -	\$ -
North Lane	entire road	1	2	2	315	26	960	\$ -	\$ -
Old Post Court	entire road	1	1	1	215	82	1,223	\$ -	\$ -
Old Post Road	entire road	1	2	2	1,572	32	5,590	\$ -	\$ -
Park Avenue	Country Ridge to the railroad	1	5	5	776	32	2,760	\$ -	\$ -
Park Avenue	Country Ridge Portion	1	5	5	638	32	2,268	\$ -	\$ -
Penny Lane	entire road	1	2	2	2,625	34	9,967	\$ -	\$ -
Pine Street	9th St to Country Ridge	1	3	3	100	26	339	\$ -	\$ -
Pleasant Run Place	entire road	1	1	1	662	28	2,060	\$ -	\$ -
Race Street	5th St to 6th St	1	3	3	515	32	1,831	\$ -	\$ -
Race Street	6th St to 7th St	1	3	3	485	32	1,774	\$ -	\$ -
Race Street	8th St to 9th St	1	3	3	220	32	782	\$ -	\$ -
Race Street	Ridge Ave to 9th St	1	3	3	728	30	2,425	\$ -	\$ -
Revere Way	entire road	1	1	1	375	30	1,744	\$ -	\$ -
Ridge Avenue	entire road	1	4	4	1,770	28	5,507	\$ -	\$ -
Rustic Drive	entire road	1	2	2	1,120	30	3,783	\$ -	\$ -
S. 6th Street	Market St to Chestnut St	1	3	3	340	32	1,209	\$ -	\$ -
S. 6th Street	Spruce St to Elm Ave	1	3	3	1,250	28	3,889	\$ -	\$ -
Shadywood Place	entire road	1	2	2	325	30	1,083	\$ -	\$ -
Spring Court	entire road	1	1	1	440	26	1,756	\$ -	\$ -
Spring Lane	entire road	1	1	1	1,515	26	4,427	\$ -	\$ -
Sugarbush Drive	entire road	1	1	1	373	36	1,542	\$ -	\$ -
Summit Avenue	entire road	1	1	1	1,145	18	2,340	\$ -	\$ -
Tunnel Road	entire road excl. PennDOT portion	1	2	2	100	25	278	\$ -	\$ -
Union Street	entire road	1	1	1	820	34	3,913	\$ -	\$ -
Vine Street	3rd St to 6th St	1	3	3	1,250	32	4,444	\$ -	\$ -
Virginia Avenue	entire road	1	1	1	1,356	32	4,820	\$ -	\$ -

5 TO 15 YEAR ROADWAY RECONSTRUCTION PLAN

Street Name	Section of Roadway	Condition Rating	Volume Rating	Total Rating	Length of Road	Width of Road	Area of Road	Cost per SY	Estimated Cost to Repair
2041+ Road Program Continued									
W. Market Street	6th St to the railroad	1	5	5	775	32	2,806	\$ -	\$ -
W. Market Street	Ridge Rd to Cedar Ridge Ct	1	2	2	355	32	1,312	\$ -	\$ -
W. Spruce Street	3rd St to 4th St	1	3	3	350	32	1,244	\$ -	\$ -
W. Spruce Street	4th St to 5th St	1	3	3	340	32	1,259	\$ -	\$ -
W. Spruce Street	5th St to 7th St	1	3	3	600	32	2,183	\$ -	\$ -
Wyckford Drive	Branford Terrace to Borough Line	1	3	3	1,197	32	4,255	\$ -	\$ -
Wyckford Drive	Essex Ct North to Borough Line	1	3	3	429	32	1,525	\$ -	\$ -
Wyckford Drive	Essex Ct South to Branford Terrace	1	3	3	728	32	2,590	\$ -	\$ -
Wyckford Way	entire road	1	2	2	615	35	2,442	\$ -	\$ -
								Estimated Cost 2041+:	\$ -

APPENDIX D

PERKASIE BOROUGH ROADWAY CONDITION MAP

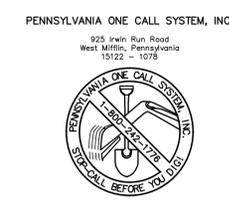


LEGEND

ROAD COLOR	CONDITION RATING
	1
	2
	3
	3.5
	4
	4.5
	5

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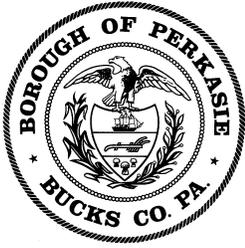
LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD MARKOUTS BY UTILITY OWNERS, AND/OR ABOVE-GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN THE PREPARATION OF THESE DRAWINGS. THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THE DRAWINGS. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY GILMORE & ASSOCIATES, INC.



BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-242-1776. NON-MEMBERS MUST BE CONTACTED DIRECTLY. PA LAW REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH.

ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON NOVEMBER 2, 2016, PENNSYLVANIA ACT 121.

OWNER: BOROUGH OF PERKASIE 820 W. CHESTNUT STREET PERKASIE, PA 18944 215-257-5065		REV.	DESCRIPTION	DATE	BY
MUNICIPAL FILE NO.:		TAX MAP PARCEL NO.:	ROADWAY CONDITION MAP 2025 PERKASIE ROADWAY CONDITION SURVEY BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA		
DATE: 11/04/2025		TOTAL AREA:			
SCALE: 1"=500'		GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES 65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901-5106 • (215) 345-4330 • www.gilmore-assoc.com			
		JOB NO.: 2025-00073		SHEET NO.: 1 OF 1	
DESIGNED BY: DCR	DRAWN BY: TMW	CHECKED BY: DCR			



BOROUGH OF PERKASIE

MEMORANDUM

DATE: February 20, 2026

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

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Road Plan for 2026

A recent discussion was held with the Borough Manager, Doug Rossino, from Gilmore Assoc., and me regarding the upcoming road plan for 2026. This includes the road repair, Handicap ramp replacement, and the engineering cost for the project. After discussing possible roads for inclusion in this year's plan, we would like to present the following.

Our budget for 2026 is as follows:

Liquid Fuels Fund 2026	\$241,761.00
Dedicated road tax	\$290,401.00
Total Funds Available	\$532,162.00

Based on the Engineer's Opinion of Probable Cost (EOPC), the following roads are being put forth for consideration by Council.

Base Bid Mill 4", 2.5" 19mm, 1.5" 9.5mm wearing course

- **Dorchester Lane** is a condition 4, with a road volume of 2
- **Waltham Lane** is a condition 3.5, with a road volume of 2
- **Amherst Circle** is a condition 4, with a road volume of 1
- **Chelsea Court** is a condition 4, with a road volume of 1

Cost for Road Replacement	\$429,406.00
Replace 12 Handicap Ramps	\$ 61,536.00
Engineering Cost	\$ 40,000.00
Total Projected Cost	\$530,942.00

We would like to add two roads as alternates if the base bid comes in under budget.

As part of the design process, engineers will conduct pavement core samples on these roads. If the samples show that less material needs to be reconstructed than originally estimated, the contractor will only be required to remove the existing asphalt and replace it with equivalent materials. This reduced scope would result in cost savings for the Borough. These roads will follow the same specifications as the base bid and will be included in the 2026 road program.

Alternates

- **Branford Terrace** is a condition 3.5, with a road volume of 1
- **Hampton Circle** is a condition 3.5, with a road volume of 2

Cost of Road Replacement \$180,851.00

Replace 4 Handicap Ramps \$ 46,152.00

Total Alternate \$227,003.00

We recommend that Council approve the 2026 Road Plan as presented and approve the release of the bid documents to ensure the best pricing for the project.



Save these Dates!

PMEA Spring Superintendents/ Foremen Meeting
March 26 & 27, 2026 @ The Nittany Lion Inn, State College
Registration closing soon

PMEA Reception – June 1, 2026
5:00 – 7:00 pm @ PSAB Conference, Hershey Lodge

PMEA 2026 Annual Conference – September 9 – 11, 2026
Omni Bedford Springs, Bedford

PMEA Business Workshop
– September 9, 2026 @ Omni Bedford Springs, Bedford

2026 Training for Line Crews
Registration opens prior to each class

Customer Service (*open to all municipal departments*)
March 10 – Grove City
March 12 – Chambersburg
March 13 – Lansdale

Overhead Troubleshooting
April 9 & 10 – Grove City
April 13 & 14 – Chambersburg
April 15 & 16 – Lansdale

Advanced Transformer
June 4 & 5 – Grove City
June 8 & 9 – Chambersburg
June 10 & 11 – Lansdale

Underground Troubleshooting & Grounding
September 14 & 15 – Grove City
September 21 & 22 – Chambersburg
September 23 & 24 – Lansdale

Safety for Lineworkers
October 22 & 23 – Grove City
October 26 & 27 – Chambersburg
October 28 & 29 – Lansdale



Governor Shapiro Calls for “People First” Approach to AI and Data Centers in Budget Address



In his fourth budget address before a joint session of the General Assembly on February 3rd, Governor Josh Shapiro cast Pennsylvania as a leading contender in the national race for artificial intelligence supremacy — but warned that the state must be deliberate about how it welcomes that growth.

Shapiro pointed to Amazon's \$20 billion commitment to build two data center campuses in Luzerne and Bucks counties as proof of Pennsylvania's appeal, calling it the largest private investment in the

Commonwealth's history. With dozens of similar projects proposed across the state, he acknowledged the promise of new jobs and tax revenue, but made clear that opportunity comes with real tradeoffs. "We need to be selective about the projects that get built here," Shapiro said. "I know Pennsylvanians have real concerns about these data centers and the impact they could have on our communities, our utility bills, and our environment. And so do I."

Holding Utilities Accountable

A central thread of Shapiro's address was affordability. Hyperscale data centers consume electricity at unprecedented rates, and the Governor expressed concern about who ultimately foots the bill for the new power plants and transmission lines that growth will require. He called on utility companies to work with lawmakers and regulators to eliminate fees that can make up as much as 20% of a consumer's utility bill.

(continued on next page)

Governor Budget Address (continued)

"Our utility companies in Pennsylvania make billions of dollars every year — while at the same time, they've increased the cost for consumers with too little public accountability or transparency," Shapiro said. "That has to change."

New Standards for Data Center Developers

To ensure development benefits communities rather than burdening them, Shapiro announced the Governor's Responsible Infrastructure Development Standards — a framework that would require data center developers to meet a set of conditions before they can access state support like expedited permitting and tax credits.

Under the standards, developers would be required to provide their own power generation or pay for the generating capacity their projects demand, rather than passing those costs on to households and small businesses. They would also be held to strict transparency and community engagement requirements, expected to hire and train local workers, and required to meet stringent environmental standards, particularly around water quality.

The Lightning Plan

Shapiro also renewed his push for the Lightning Plan, his 2025 energy and climate proposal that he said has support from labor leaders, environmentalists, consumer advocates, and energy producers. The plan would create a Pennsylvania-only carbon credit program that returns money to consumers through utility bill rebates, streamline permitting for energy projects, offer tax credits for adding reliable energy to the grid, and modernize the state's renewable energy standards to include nuclear power and battery storage. Shapiro said the plan would save consumers \$664 million and create 15,000 energy-sector jobs.

He drew attention to the legislative inaction, noting that RGGI had long been used as an excuse to avoid energy policy discussions. "For the last several years I've heard people on the other side of this building making excuses for why they couldn't talk about energy," he said, adding: "If you don't like it — stop making excuses, put your proposal on the table, and let's get to work. Because Pennsylvanians can't afford another delay from Harrisburg."

Shapiro framed the moment as one requiring bipartisan urgency. "I know everyone in this room wants to see our economy grow and create more jobs and more opportunity," he said. "But I also know this is uncharted territory — so let's come together, codify these principles, and take advantage of this opportunity."

PJM Agrees to Extension of Price Cap

Electricity grid operator PJM Interconnection agreed to extend a cap on wholesale electricity prices for two years as surging demand brings greater costs for consumers, Gov. Josh Shapiro's office said Thursday.

The announcement follows efforts by Shapiro and other governors across PJM's territory who have called on the organization to reform its electricity markets to speed the construction of new power plants and transmission lines.

"It is essential that as you continue that work to ensure future reliability, you take this critical short-term step to preserve affordability by extending the price collar at current levels," Shapiro said in a letter to PJM interim CEO David Mills this week.

The Shapiro administration sued PJM, which manages the electricity supply and transmission for Pennsylvania and 12 other states, late in 2024. It demanded a limit on prices for generators after an auction in July of that year reached a record of \$269.92 per megawatt-day.



PJM and Shapiro reached a settlement — later approved by federal regulators — in January 2025 that would cap bids at \$325 per megawatt-day in the 2025 and 2026 auctions.

Extending the cap for another two years will save PJM's 67 million customers an additional \$27 billion on their energy bills, Shapiro said in a statement. His office estimates total savings of \$45 billion over the four years the cap will be in effect.

The extension would mean about \$575 in savings for every Pennsylvania household over the next four years, the administration said.

"Pennsylvanians can't afford higher prices, and I will always stand up for them against companies trying to jack up their prices and screw them over," Shapiro said.

PJM's board said it made the decision based on feedback from stakeholders, the Trump administration and state governors. In a statement, the board noted that current one-year commitments to provide generating capacity "may not match the current investment climate that may be required to incentivize new generation."

(continued on next page)

PJM Price Cap (continued)

It said it would begin preparing a filing with the Federal Energy Regulatory Commission (FERC) which it would present at the next members meeting Feb. 19. FERC must approve the price limit, which the Trump administration has already endorsed.

PJM has been working with the electric power and tech industries to develop rules for large electricity users – mainly artificial intelligence data centers – to connect to the grid.

Dozens of data centers, which each house thousands of computers, are proposed across PJM's footprint from New Jersey to Chicago and Pennsylvania's northern border to North Carolina.

Each massive warehouse-sized building could consume as much power as a small city, driving forecasts that summertime peak demand could increase by 35% over the next decade. PJM has proposed rules to FERC encouraging data center owners to build their own power plants by offering an expedited process to connect to the grid.

Shapiro and all 12 of the governors from the other PJM states reached an agreement with the Trump administration last month on principles to reform PJM. It includes a plan to allocate additional generating and transmission costs to data centers by creating rate structures for large load users under new regulations in each state.

The cap extension would help to protect consumers from runaway energy costs while the market reforms are taking place.

PJM holds its base residual capacity auction each summer. It allows owners of generating stations to bid to provide standby capacity that can be called on during summer and winter demand peaks. The payments ensure generators are paid for keeping their power plants ready to start quickly when electricity use increases on the warmest and coldest days.

Each auction is for capacity to be delivered in the following two years. The extension would keep the \$325 megawatt per day cap in place for the 2028-2029 and 2029-2030 auctions.

By: Peter Hall, *PA Capitol Star*, February 13, 2026

PJM Board Approves \$11.8B Transmission Expansion Plan

The PJM Interconnection's board last week approved \$11.8 billion in baseline transmission projects, with Dominion Energy's Virginia utility landing roughly \$4.8 billion in those projects.

The projects are part of PJM's 2025 Regional Transmission Expansion Plan (RTEP) Window 1, which is designed to bolster grid reliability that is strained by accelerated load growth in multiple areas across its Mid-Atlantic and Midwest footprint.

The projects are also needed to handle new generation in southern Virginia, future generation in western PJM, delays to New Jersey offshore wind projects and increased regional flows toward the eastern parts of PJM's footprint, the grid operator said Friday.



PJM will monitor load and generation in its footprint to make sure needed transmission development is progressing in a timely manner, the grid operator said in its board-approved plan.

"PJM also clarified that siting, routing and regulatory processes, as well as construction, take a long time, and PJM needs the plan to be ready and advanced for the forecasted conditions proactively rather than bringing needed development late, which introduces impediments to

development and reliability risks to stakeholders," the grid operator said.

Meanwhile, transmission costs are making up a growing share of the price of wholesale electricity in PJM.

In 2024, transmission contributed \$17.71/MWh to the cost of wholesale power in PJM, up 23%, or 5.8% a year, from \$14.40/MWh in 2022, according to reports from Monitoring Analytics, PJM's market monitor.

Transmission costs totaled \$13.9 billion, or 32% of total wholesale costs of \$43.6 billion, in 2024, the last full year of Monitoring Analytics' reporting. Energy costs made up nearly 59% of the cost of wholesale power that year and capacity accounted for 6.6% of the total.

As part of PJM's transmission expansion plan, Dominion Energy Virginia intends to build a \$2.3-billion, 525-kV underground "backbone" transmission line in Virginia. The project, set to be online by June 2032, also calls for building two high-voltage direct current converter stations at each end of the 185-mile line for about \$1.5 billion.

The project is designed to deliver 3,000 MW into Loudoun County in northern Virginia, the area with the most data center capacity in the world.

(continued on next page)

Transmission Expansion (*continued*)

Like other multi-zone projects in the RTEP, the costs of the project will be shared across PJM's footprint.

The just-approved plan also includes a \$1.7-billion transmission line across central Pennsylvania proposed by NextEra Energy Transmission and Exelon. The project was opposed by Pennsylvania's Office of Consumer Advocate, which argued that there were less expensive alternatives to the project.

The project addresses system-wide, structural reliability needs in PJM's northeastern region that cannot be met with incremental upgrades or "terminal-only" solutions, NextEra and Exelon said in a Jan. 29 letter to PJM's board.

"PJM's own analyses and the convergence of independent developer proposals, demonstrates that new high-voltage backbone infrastructure is required to maintain reliable service under plausible future conditions," the companies said. The project is slated to be operating by June 2031.

The transmission plan includes a \$1.1 billion project in central Ohio proposed by Grid Growth Ventures, a joint venture between Transource Energy — a partnership between American Electric Power and Evergy — and FirstEnergy Transmission. The project includes 300 miles of 765-kV lines.

Under the plan, PPL Electric will build transmission projects totaling about \$580 million, while Exelon subsidiaries Commonwealth Edison and Potomac Electric Power Co. will build projects totaling about \$276 million and \$292 million, respectively.

PJM's RTEPs for 2024 and 2023 included \$5.9 billion and \$6.6 billion in baseline projects.

By: Ethan Howland, Senior Reporter, [Utility Dive](#), February 17, 2026

Mark Your Calendars

Mark your calendars for an exceptional networking opportunity this June! PMEA is pleased to host an exclusive reception on **Monday, June 1, at the Hershey Lodge** during the PA State Association of Boroughs Annual Conference.

Whether you are attending the full PSAB Conference or simply available that evening, we extend a warm invitation to all elected and appointed officials to join us. This is your chance to connect with fellow municipal leaders, exchange insights, and strengthen relationships.

We look forward to seeing you there! Complete event details will be shared as the date approaches.

PJM Videos Available

PMEA's annual 2025 Business Workshop included an essential session on PJM, giving attendees a comprehensive look at how PJM operates and its critical role in managing the regional power grid. [Click here](#) to view on PMEA's private YouTube channel.

PMEA's Public Power Governance 101 educational video is available exclusively to member municipalities. Designed for elected officials and staff across Pennsylvania's 35 public power communities, this comprehensive module delivers invaluable insights into the management and operation of municipal electric systems. Individuals who complete the course may request a **certificate of completion** from PMEA. To receive your private viewing link, contact Diane Bosak at bosak@papublicpower.org.

Registration Open



FALLEN LINEMEN
FOUNDATION

2026 PA/NJ Fallen Lineman Golf
Tournament Thursday, May 14th,
8:00am or 1:30pm Shotgun Start
Golden Oaks Golf Course in Fleetwood, PA.

Registration - <https://fallenlinemenfoundation.com/pa-nj-fallen-linemen-foundation-golf-tournament/>

Share Your News....

Please share with us your exciting new projects, photos, personnel updates, and any other news! Your submissions should be sent to bosak@papublicpower.org at any time and we will use them in upcoming editions. We also welcome your suggestions for topics of interest for our newsletters.

Megan McShane

From: Megan McShane
Sent: Thursday, February 19, 2026 3:41 PM
To: Megan McShane
Subject: NYPA Hydropower - Notice of Rate Increase for COS Preference Power Recipients

From: Jones, Ryan <Ryan_Jones@ccsenergy.com>
Sent: Wednesday, January 7, 2026 3:59 PM
Subject: RE: NYPA Hydropower- Notice of Rate Increase for COS Preference Power Recipients

Some people who received this message don't often get email from ryan_jones@ccsenergy.com. [Learn why this is important](#)

Good afternoon,

I'm reaching out to follow up on the below notice of NYPA's proposed rate increase plan. NYPA's Board of Trustees formally approved the new 6-year Preference Power rate plan at its December meeting. The new rate schedule is set to take effect on April 1, 2026. A paper copy of this notice will be sent to your borough's office. Allegheny also plans to reach out to your borough with an updated "Agreement for Electric Service" next month to reflect the new rate schedule and remove outdated date references. Please feel free to contact me with any questions in the meantime.

NYPA Preference Power (Cost-of-Service) Rate Plan

Rate Year	Demand Rate \$/kW-mo	Energy Rate \$/MWh	Effective Rate \$/MWh
Current Rates	4.07	4.92	12.88
Apr 1, 2026 – Mar. 31, 2027	4.50	5.76	14.57
Apr 1, 2027 – Mar. 31, 2028	4.93	6.61	16.25
Apr 1, 2028 – Mar. 31, 2029	5.36	7.45	17.94
Apr 1, 2029 – Mar. 31, 2030	5.79	8.29	19.63
Apr 1, 2030 – Mar. 31, 2031	6.22	9.14	21.32
Apr 1, 2031 – Mar. 31, 2032	6.65	9.98	23.00

Thanks,

Ryan M. Jones

Sr. Power Supply Coordinator

Allegheny Electric Cooperative, Inc.

717-901-4497

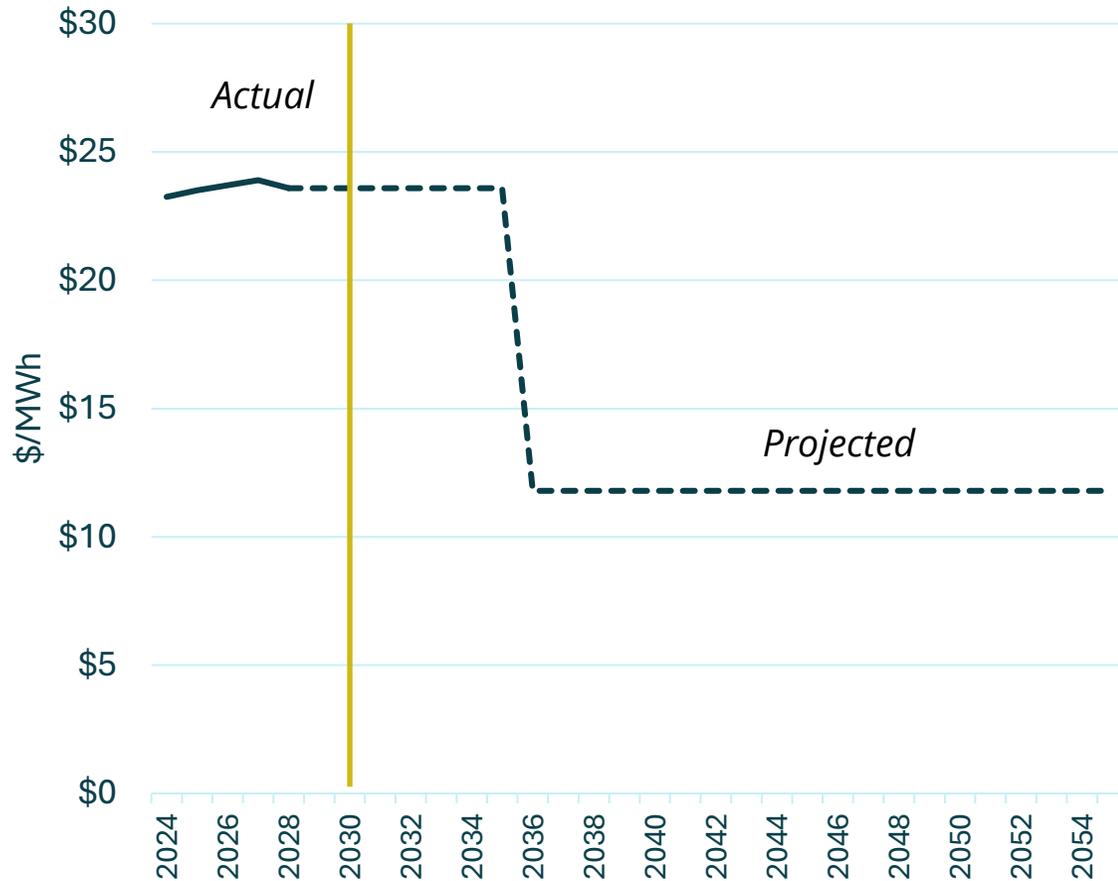
BOROUGH OF PERKASIE

AMP Bright Mountain Solar Analysis

March 2026

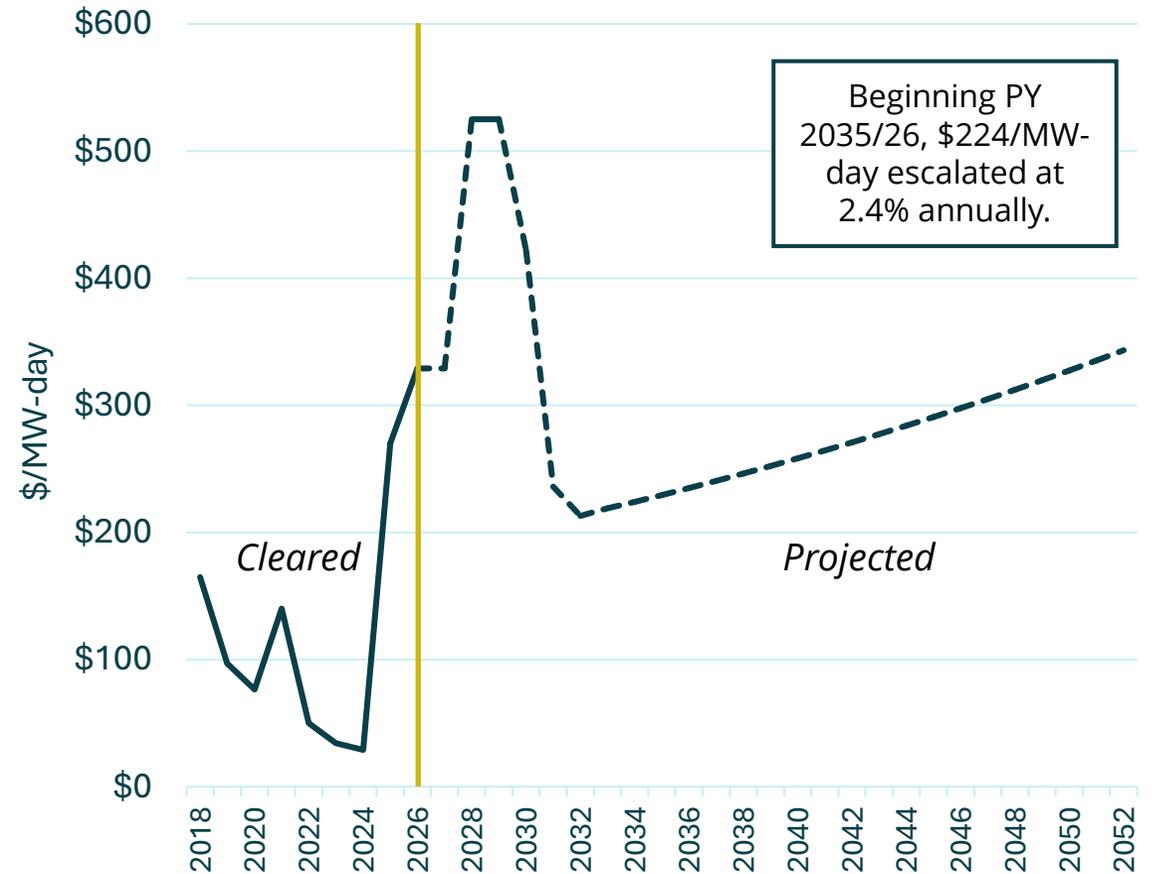
EVALUATION ASSUMPTIONS

VA In-State REC Price Assumption



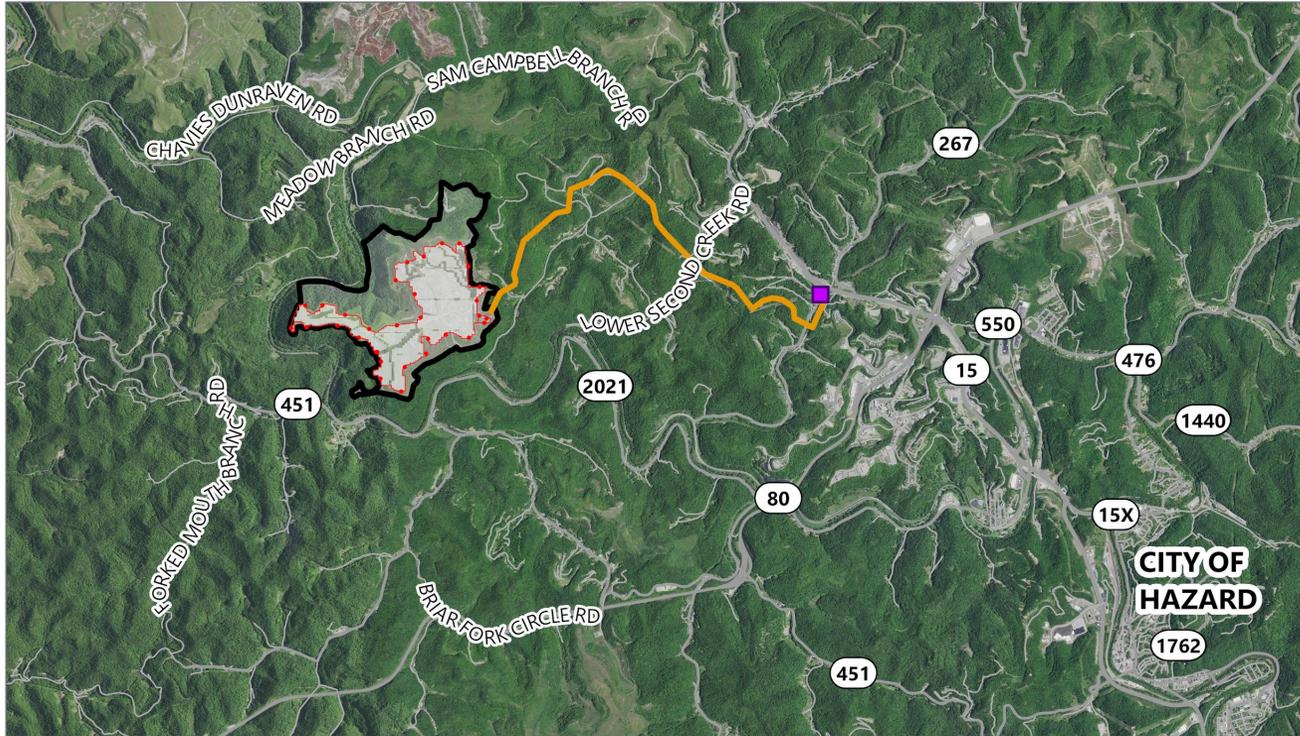
VA In-State RECs assumed to be ~\$24/REC through 2035 based on current market for SRECs and then reduced to ~\$12/REC thereafter, as more renewable buildout expected.

Capacity Price Assumption



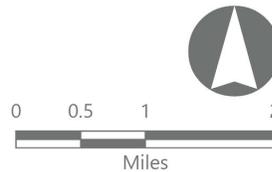
Solar resource accreditation reflects AMP's annual ELCC estimate of 11% for Wild Grains and 8% for Bright Mountain

BRIGHT MOUNTAIN SOLAR



Bright Mountain Solar

- Project Area
- PV Panel Area
- Approximate Transmission Line Route
- Fence Line
- Existing POI Substation



Perry County, Kentucky

- Interconnected to AEP

Project Specifics:

- 80 MW fixed-tilt facility, includes Energy, Capacity, and RECs¹
- COD: December 31, 2027
- Term Length: 25-years
- Price:
 - \$73.19 in years 1-5
 - \$78.19 in years 6-25

Site Control, Permitting, and PJM Interconnection Agreement All Complete. Minimal Risk of Non-completion.
PROJECT IS ON TRACK FOR COMMERCIAL OPERATION

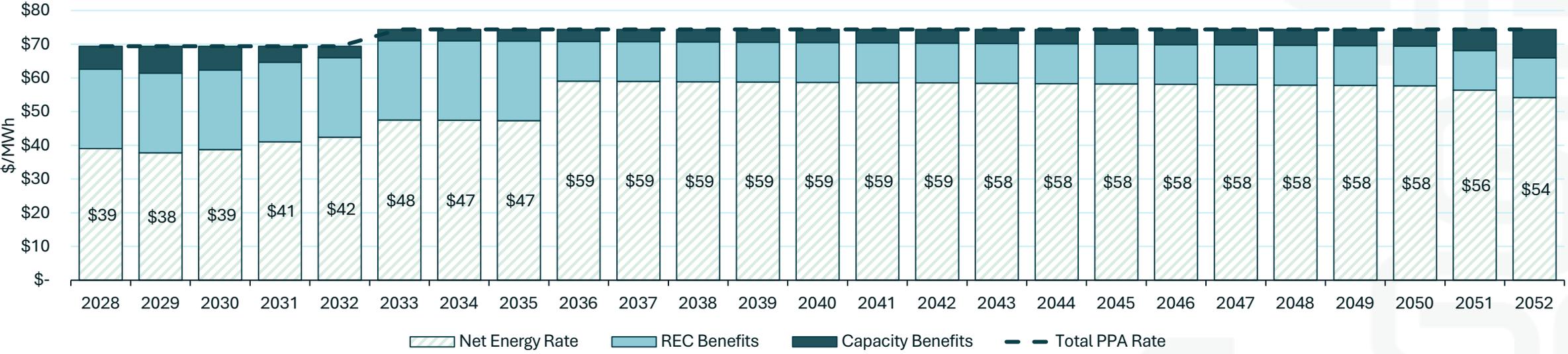
Expected subscription process to begin in early 2026

1. AMP states that Bright Mountain would currently qualify for OH, VA, and DE RECs.

SOLAR ECONOMIC EVALUATION

CONFIDENTIAL PROCUREMENT RECORDS

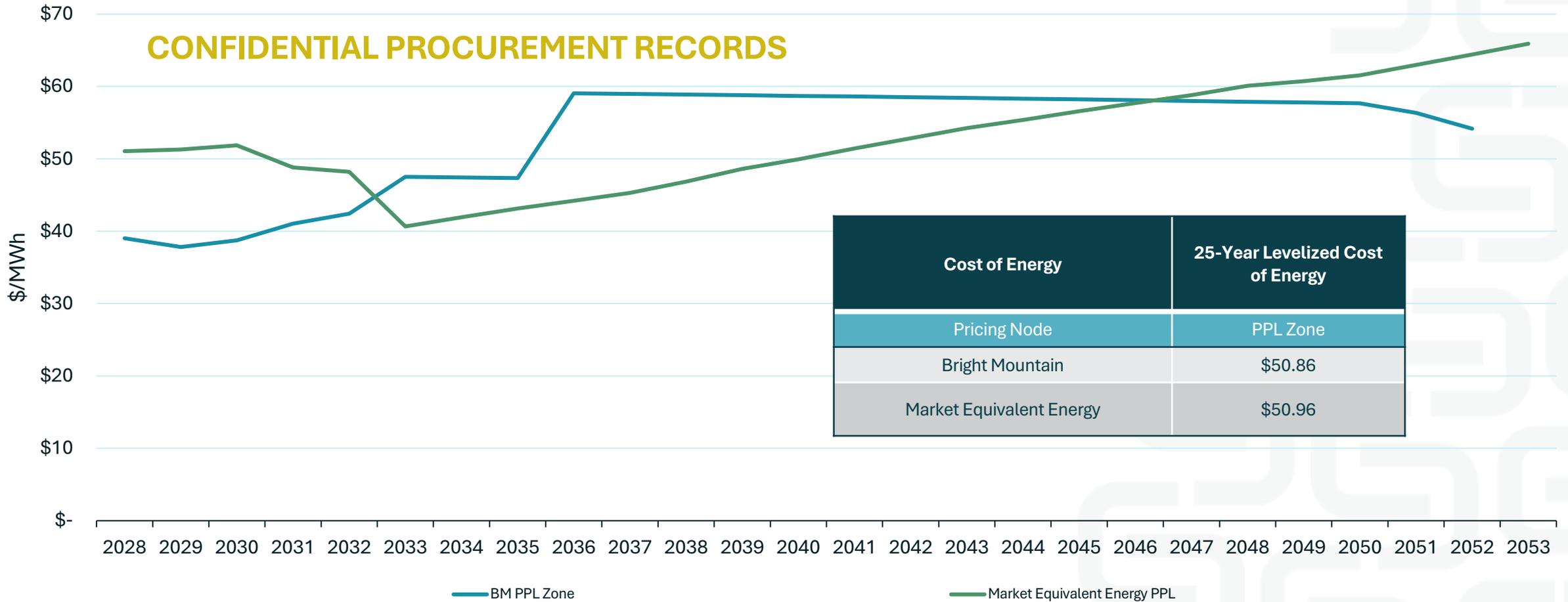
Bright Mountain



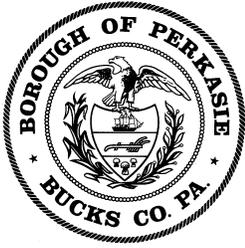
LCOE	
Pricing Node	PPL Zone
PPA Rate	\$76.64
Congestion	(\$3.79)
SREC Benefits	(\$17.24)
Capacity Benefits	(\$4.75)
Net Energy Rate	\$50.86

SOLAR ECONOMIC EVALUATION

Bright Mountain and Wild Grains



*Projected market prices assume gen-weighted ICE Forwards for PPL Zone as of 2/26/2026 through 2033 and escalate at EIA's power price index thereafter.



BOROUGH OF PERKASIO

INTER-OFFICE MEMORANDUM

To: Andrea L. Coaxum, Borough Council
From: Cassandra L. Grillo, CZO, BCO
Date: February 25, 2026
Re: Borough BMP Stormwater Inspection Program

This memorandum provides an overview of Perkasio Borough's Stormwater Best Management Practice (BMP) Inspection Program and the steps taken to educate property owners about their responsibilities to inspect and maintain BMPs located on their properties.

In 2020, while responding to a stormwater runoff issue, it became clear that many property owners were unaware of the stormwater BMPs on their properties and their related maintenance obligations. As a result, the Borough Manager directed staff to create a comprehensive Stormwater BMP list.

Using approved land development plans, engineering records, and municipal files, staff identified all known stormwater BMPs within the Borough. The list includes both Borough-owned and privately owned BMPs, along with their inspection requirements, inspection frequency, and required maintenance. A copy of the spreadsheet is attached for reference.

Over the past year, staff have implemented several measures to improve awareness and strengthen compliance. A stormwater webpage was created to explain what BMPs are, why they are required, and what inspection and reporting responsibilities apply to property owners. Here is the link to that webpage: <https://perkasioborough.org/departments/public-works/stormwater-management/>

Notification letters were mailed to affected property owners outlining inspection schedules, reporting deadlines, and a copy of an inspection report. Property owners are required to submit inspection reports completed by qualified professionals, along with documentation of any maintenance performed. Sample letters are attached.

All inspections and correspondence are tracked in the Borough's NeXT Level Property File and Permitting System. Staff document notification dates, report submissions, deficiencies, and corrective actions to maintain complete and organized records.

To ensure consistency, staff also developed a Standard Operating Procedure (SOP) outlining notification timelines, inspection deadlines, submission requirements and follow-up procedures for non-compliance.

The first round of Fall inspection reports was due February 1, 2026. As of that date, approximately 40% of required reports had been received. Follow-up compliance letters are being sent to non-responsive property owners, and Spring inspection reminder letters are being distributed to establish a consistent semiannual reporting cycle moving forward.

In addition to protecting local properties and infrastructure, this inspection and maintenance tracking is now required under the Pennsylvania Department of Environmental Protection (DEP) Municipal Separate Storm Sewer System (MS4) Permit, which is administered by the federal Clean Water Act. The Borough submits an annual report to DEP documenting inspections, maintenance activities, and all compliance information collected through this process.

Included in this memo you will find a copy of the spreadsheet that list the BMPs, sample letters that have or will be going out to residents, a sample of the inspection report and a copy of the SOP.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
Sugarbush Subdivision Sugarbush Drive	317 East Walnut Street Homeowners Association	Subsurface Infiltration Bed	Infiltration Bed	Twice per Year	Check and clean yard drains, cleanout and down spouts if needed. Inspect surface to verify drain down time of 72 hours. No trees or shrubs shall be planted over the bed. Inspect berm for erosion and bypass flows. Inspect drainage pipe via manhole in alley to verify drainage.
Spruce Street Townhouses W. Spruce Street	601 Spruce Street Investment Partners, LLC until Dedication, then HOA	Dry Extended Detention Basin	Subsurface Detention Basin	Per Recorded PCSM Plans , Semiannually or after Rainfall exceeding 1"	Inspect catch basins and outlet structure for clogging and debris. Dispose of any sediment/ trash and debris. Verify draw down time does not exceed 72 hrs. Clean out gutters and sump boxes. Replace inlet filters as necessary.
Spruce Street Apartments W. Spruce Street	601 Spruce Street Investment Partners, LLC until Dedication, then HOA	Subsurface Infiltration Bed	Subsurface MRC	Per Recorded PCSM Plans , Semiannually or after Rainfall exceeding 0.8"	Ensure the runoff drains to lowest outfall after 72 hours. If 72 hours is exceeded drain the facility and clean out the perforated piping. Check two times a year for accumulation of sediment or debris, remove as needed. Regularly clean out gutters. Replace filter screen for rooftop runoff as necessary.
308 S. Ridge Road	Aaron & Karen Peazzoni - Homeowners	subsurface infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
617 W. Blooming Glen Drive	Alyson Adams - Homeowner	Infiltration Basin	Underground Infiltration Basin	Semiannually	Overlying vegetation shall be maintained in good condition and bare spots fixed as soon as possible. No vehicles shall drive over the area above the subsurface basin. All inlets and catch basins shall be cleaned out twice a year. Inspect basin for standing water or trash. Down-slope berm shall be inspected for deterioration. Runoff shall drain down 72 hours after runoff event.
303 N. 3rd Street	Aspen Mill, LLC	Subsurface Infiltration Bed / Level Spreader	Underground Infiltration Bed with Level Spreader	Twice per year	Inspect catch basins and level spreader, remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin. Check level spreader for erosion and reestablish vegetation as necessary.
906 W. Park Ave	Brian & Gwenn Oakes - Homeowners	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
124 S. 3rd Street	Brian & Trudi Krebs - Homeowners	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin. Gate valve shall remain closed.
709 S. 9th Street	Cindy Haney - Homeowner	Rain Garden / Bioention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and
Country Ridge Subdivision Hickory Drive	Country Ridge HOA	Dry Extended Detention Basin / Rain Garden	Basin/ Rain Garden	Per Recorded PCSM Plans , Twice per year or after rainfall exceeding 1/2"	Inspect storm sewer conveyance system for debris and clogging. All debris shall be removed. Detritus may also need to be removed every year. Perennial Plantings may be cut down at the end of the growing season. Mulch shall be respread when erosion is evident. Replace mulch ever 2 to 3 years as necessary. During periods of drought, rain garden may require watering. Trees health shall be evaluated.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
1211 Tunnel Road	Daniel Schuster - Homeowner	Rain Garden / Level Spreader	2 Rain Gardens with Level Spreaders	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and Borough Engineer shall be notified. Check level spreader for erosion and reestablish vegetation as necessary.
417 Summit Avenue	Darren & Cher Alderfer - Homeowners	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
1017 B N Ridge Road	Devon & Stephanie Madison - Homeowners	Drywell Seepage Pit / Vegetated Swale	Stormwater Bed, Swale	Semiannually	Check and clean yard drains, cleanout and down spouts if needed. Inspect surface trench to ensure working order. Vegetation around infiltration bed shall be maintained in good conditions and any bare spots fixed as soon as possible.
Dorchester Subdivision Dorchester Lane	Dorchester Homeowners Association Keith Haas 417 Dorchester Lane **Listed on Borough BMP Inventory	Dry Extended Detention Basin	Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
1211 N. Ridge Road	Douglas Hudson - Homeowner	Rain Garden / Biorention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and Borough Engineer shall be notified. Check level spreader for erosion and reset.
Dunkin Donuts 1301 N. 5th Street	Dunkin Donuts	Pervious Pavement with Infiltration Bed	Porous Concrete with Underground Infiltration Bed	Twice per Year	Inspect porous concrete and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs.
532 W. Callowhill Street	East Coast Siding until sold, then Homeowner	Subsurface Infiltration Bed	Infiltration Bed	Semiannually	Check and clean yard drains, cleanout and down spouts if needed. Inspect surface to verify drain down time of 72 hours. No trees or shrubs shall be planted over the bed. Inspect berm for erosion and bypass flows. Inspect drainage pipe via manhole in alley to verify drainage.
FreeWill Brewery 410 E. Walnut Street, #1,10	Edwin Brooks Jr.	Subsurface Infiltration Bed	Infiltration Bed	Semiannually	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin. Gate valve shall remain closed.
511 Haven Court	Eric & Nancy Moyer - Homeowners	Drywell Seepage Pit / Vegetated Swale	Swale, Stormwater Bed	Semiannually	Examine gutters, downspouts, downspout connections, inlets, outlets, yard drain and cleanout to make sure they are free of debris. Clean if needed. The vegetation along the surface of the stormwater bed shall be maintained in good condition and any bares spots shall be mended as soon as possible.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
423 E. Market Street	Eugene Hunsberger - Homeowner	Subsurface Infiltration Bed	Infiltration Bed	Semiannually	Storm sewers leading to the infiltration basin shall be inspected and cleaned at least two times a year. The drainage area attributed to the infiltration bed shall also be inspected and cleaned at least two times a year. Vegetated areas contributing to the attributed drainage area shall be maintained in good condition and any bare spots revegetated as soon as possible.
1025 N. Ridge Rd	George & Christine Klasik - Homeowners	Rain Garden / Bioretention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Monitor infiltration basin to verify 72 hr drain down time. Standing water shall be evaluated and Borough Engineer shall be notified.
Grandview Subdivision Neighbor's Way	Grandview Homeowners Association Sherry Kayser 858 Neighbors Way	Dry Extended Detention Basin	Detention Basin	Semiannually or Rainfall exceeding 1"	Inspect storm sewer conveyance system for debris and clogging. All debris shall be removed. Remove sediment from basin when dry and stabilize disturbed areas. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%.
343 S. 6th Street	Green Light Racing, LLC	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
Cedar Ridge Subdivision Cedar Ridge Court	H.G. Properties 10, L.P. until end of Maintenance Period, then Cedar Ridge HOA	Subsurface Infiltration Bed / Infiltration Basin / Extended Dry Detention Basin / Vegetated Swale	Infiltration Basin, Infiltration Bed, Dry Detention Basin, Swale, Natural Areas	Per Recorded PCSM Plans , 2x for infiltration basin and bed, 3x a year for filters and dry extended detention basin, annually for swale and natural areas	Storm sewers leading to infiltration basin and bed shall be inspected and cleaned out at least twice a year as well as the drainage area contributed to the bed. Vegetated area shall be maintained in good condition and bare spots revegetated. Storm sewers leading to the underground basin shall be inspected and cleaned three times a year. Water quality filters shall have the insert liner vacuumed three times a year, filter media pouches shall be replaced as necessary or at least once a year. Swales inspected for erosion, pooling, litter and uniformity annually or within 48 hours of every major storm event (1" rainfall). Swale shall be rototilled and replanted if drawdown time is longer than 48 hours. Swales vegetation shall be maintained to ensure safety and unimpeded flow. Vegetation shall be maintained and bare spots shall be fixed as needed. Reforested and landscape restoration areas shall be mowed annually.
Hidden Meadow Subdivision Hidden Meadow Drive	Hidden Meadow HOA	Subsurface Infiltration Basin / Rain Garden	Infiltration Basin, 4 Rain Gardens	Per Recorded PCSM Plans , Twice per year or after rainfall exceeding 1/2"	Inspect all catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Remove sediment from basin when dry and stabilize disturbed areas. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Maintain grass height at less than 6 inches.
Highland Woods Subdivision Penny Lane	Highland Woods Homeowners Association Bill Beno 550 Penny Lane	Dry Extended Detention Basin	Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
Hillside Estates Subdivision S. 12th Street	Hillside Estates Homeowners Association Stephen Wayland 600 S. 12th Street **Listed on Borough BMP Inventory	Wet Pond / Retention Basin	Wet Pond	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Hunters Run Subdivision Hunters Run	Hunters Run Homeowners Association Jason Eves	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
1006 W. Callowhill Street	James Hausman - Homeowner	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
240 Spring Ln	John & Deanna Bratina	Infiltration Trench	Infiltration Trench	Twice per Year	
1205 Tunnel Road	John Monte - Homeowner	Rain Garden / Level Spreader	2 Rain Gardens with Level Spreaders	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and Borough Engineer shall be notified. Check level spreader for erosion and reestablish vegetation as necessary.
1229 N. Ridge Road	John T. Williams - Homeowner	Infiltration Basin / Water Quality Filters & Hydrodynamic Devices	Subsurface Infiltration Basin, Nyoplast Drain Basin	Semiannually, Nyoplast Drain basin monthly for first year	Catch basins and Inlets cleaned out semiannually. Vegetation above subsurface infiltration bed shall be maintained and vehicle access above the area shall be limited. The entire system shall dewater within 96 hours. Nyoplast basin shall be cleaned out if 18" of debris in sump accumulate or floatable debris reach 6".
1037 N Ridge Road	Justin & Theresa Nyce - Homeowner	Drywell Seepage Pit / Vegetated Swale	Stormwater Bed, Swale	Semiannually	Check and clean yard drains, cleanout and down spouts if needed. Inspect surface trench to ensure working order. Vegetation around infiltration bed should be maintained in good conditions and any bare spots fixed as soon as possible.
1011 N. Ridge Road	Justin Scheetz - Homeowner	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin. Gate valve shall remain closed.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
Constitution Square Subdivision Independence Court	Kay Builders until Dedication, then Constitution Square HOA	Subsurface Infiltration Bed, 3 Dentions Basins	Underground Infiltration Bed, 3 Detention Basins	Per Recorded PCSM Plans , UG Infiltration Basin - twice per year Detention Basins - twice per year and rainfall exceeding 1"	Inspect all catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Restrict vehicular access over UG Basin. Remove sediment from basin when dry and stabilize disturbed areas. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%.
900 N. Ridge Road	Kristen Chiocchi - Homeowner	Dry Well /Seepage Pit	2 Dry Wells	Semiannually	Dispose of trash and debris from dry well. Evaluate drain-down time of dry well. Clean out gutters. Clean inlets and replace inlet screens once per year.
32 S. 8th Street	Margaret O'Donnell & Jennifer Leatherman - Homeowners	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
404 E. Chestnut Street	Margery Dansby - Homeowner	Rain Garden / Biorention	Rain Garden	Twice per year	Inspect catch basins and gutters. All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and Borough Engineer shall be notified
Meadowood Subdivision Essex Court	Meadowood Homeowners Association Kevin Maine 373 Essex Court **Listed on Borough BMP Inventory	Dry Extended Detention Basin	Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
36 N. Main Street	Melissa and Christopher Cole - Homeowners	Dry Detention Basin / Level Speader	Detention Basin with Level Spreader	Twice per year	Inspect outlet pipe debris and clogging. All debris shall be removed. Remove sediment from basin when dry and stabilize disturbed areas. Mow/ trim vegetation in basin and removal all detritus. Check level spreader for erosion and reestablish vegetation as necessary.
1215 N. Ridge Road	Michael Belli - Homeowner	Subsurface Infiltration Bed	Underground Infiltration Bed	Semiannually or after Rainfall exceeding 1"	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over UG Basin.
Perkasie Square Shopping Center 505 Constitution Avenue	PACAZ Realty, LLC	Dry Extended Detention Basin	Detention Basin	Twice per year or rainfall exceeding 1"	Inspect storm sewer conveyance system for debris and clogging. All debris shall be removed. Remove sediment from basin when dry and stabilize disturbed areas. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%.
Pennridge Airport Business Park N. Ridge Road	Pennridge Development Enterprises, Inc.	Rain Garden / Biorention	Rain Garden	Per Recorded PCSM Plans , Twice per year	All debris shall be removed. Detritus may also need to be removed every year. Perennial Plantings may be cut down at the end of the growing season. Mulch shall be respread when erosion is evident. Replace mulch ever 2 to 3 years as necessary. Trees health shall be evaluated. Standing water shall be evaluated and Borough Engineer shall be notified.
Lombard Street Subdivision (At corner of Lombard and S. Main St)	Perkasie Borough	Dry Extended Detention Basin	Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
Behind 611 Essex Ct (Located in Sellersville)	Perkasie Borough	Dry Extended Detention Basin	E.B.P. -1 - In-line BMP (Dry Extended Basin)	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Parkridge Subdivision W. Park Avenue	Perkasie Borough	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Patricia A. Guth Elementary School N. 7th Street	Perkasie Borough	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Shadywood Subdivision Shadywood Place	Perkasie Borough	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Strassburger Road Subdivision Strassburger Road*	Perkasie Borough	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Milliken Court Subdivision Milliken Court*	Perkasie Borough	Dry Extended Detention Basin	Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Nob Hill Subdivision Nob Hill Drive	Perkasie Borough	Dry Extended Detention Basin	Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
Union Street Subdivision (Between 502 and 503 Union Street)	Perkasie Borough	Dry Extended Detention Basin	Extended Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.
420 Juliana Way	Perkasie Borough / Property Owner Tohill-Active Project	Dry Well /Seepage Pit	Seepage Pit	Twice per year	
304 Conner Ln	Property Owner -Max Sosa	Rain Garden / Bioretention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and
308 Conner Ln	Perkasie Borough/Property Owner Active Project	Rain Garden / Bioretention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and
414 Juliana Way		Rain Garden / Bioretention	Rain Garden	Twice per year	All debris shall be removed. Mow/ trim vegetation in basin and removal all detritus. Vegetation shall be reestablished if below 90%. Standing water shall be evaluated and
Country Point Circle	Perkasie Borough	Water Quality Fillers and Hydrodynamics	Hydrodynamic Structure, UG	Twice per Year	Inspect Outfall and clear of debris.
1037 N Ridge Road	Perkasie Borough **Located on Nyce Subdivision	Dry Extended Detention Basin	Dry Extended Detention Basin	Twice per Year	Maintain Vegetation.
Perkasie Woods Subdivision Arbor Boulevard	Perkasie Woods HOA	Dry Extend Detention Basion	2 Detention Basins, 2 Subsurface	Per Recorded PCSM Plans , Annually or after "sizeable	Clean all BMP Annually. Sediment shall be removed when it reaches a depth of 6 inches in any of the stormwater BMPs. BMPs will be checked after any sizeable storm.
Covered Bridge Apartments 123 S. 2nd Street B23	Stephano Brothers Real Estate Investment Assoc.	Subsurface Infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over
505 Hillcrest Road	Stephen & Janice Carroll - Homeowners	subsurface infiltration Bed	Underground Infiltration Bed	Twice per year	Inspect catch basins and remove debris. Monitor infiltration basin to verify 72 hr drain down time. Notify Borough Engineer if drain time exceeds 72 hrs. Restrict vehicular access over
Walkers Acres Subdivision Walker Avenue	Walkers Acres Homeowners Association John Greenwood	Dry Extended Detention Basin	Detention Basin	Twice per Year	Maintain Vegetation, Inspect outfall structure and clear as necessary.

PERKASIE BMP LIST

Location	Owner	Type of BMP Per PA BMP Manual	BMPs	Inspection	Maintenance
Planned Commercial Development (AutoZone)	WP Perkasia, LLC	Subsurface Infiltration Bed/ Rain Garden	2 Infiltration Beds, 1 Rain Garden	Per Recorded PCSM Plans , Semiannually	Maintain 70% coverage on vegetated surfaces (repair with fertilizer, lime, seed and mulching as per plan), regular mowing along with fertilizer and soil ph treatments in these areas.
Green Ridge Estates East Subdivision Green Ridge Circle	Xtreme Flippers until Dedication, then Green Ridge Estates HOA	Dry Extended Detention Basin	2 Detention Basins	Per Recorded PCSM Plans , Twice per year	Vegetation shall maintain 95% coverage. If it falls below, then must reestablish immediately. Vegetation shall be inspected annually for erosion and unwanted growth/species. During bi-
Green Ridge Estates West Jordan Lane	Xtreme Flippers until Dedication, then Green Ridge Estates HOA	Rain Garden / Bio retention	Rain Garden	Per Recorded PCSM Plans , Semiannually or After	Vegetation shall maintain 95% coverage. If it falls below, then must reestablish immediately. Vegetation shall be inspected annually for erosion and unwanted growth/species. During

STORMWATER MANAGEMENT FACILITY MAINTENANCE INSPECTION CHECKLIST

Pervious pavement with infiltration bed

(MUNICIPAL USE ONLY)

LOCATION		BMP ID	
DA (AC.)		DATE INSTALLED	

TO BE COMPLETED BY BMP OWNER

Date of Inspection:		Weather Conditions (eg. Sunny, rainy, etc.)	
Inspector Name:		Owner Email:	
Current Owner:		Owner Phone Number:	

INSPECTION RATING SYSTEM

S= SATISFACTORY		Y=YES	N/A = NOT APPLICABLE			
UN= UNSATISFACTORY		N=NO				

A. MAINTENANCE ACTIVITY **Y/N/NA**

Are leaves/debris removed from surface?	
Was a vacuum sweeper used at least twice a year to remove sediment and debris?	
Are weeds and vegetation growing through pavement?	

B. GENERAL CONDITIONS **S/UN**

Rate the overall condition of the facility.

C. ATTACH PHOTOGRAPHS*

The owner must send in photographs of the stormwater facility, that provide sufficient detail of the overall condition including but not limited to overall view of basin, upstream inlets, outlet structures, etc.

* The BMP owner may choose to email the photos to permits@perkasiaborough.org (Please be sure to include Address and Owner Name in subject line)

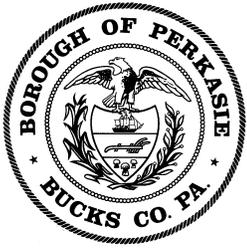
D. REQUIRED MAINTENANCE ACTIVITIES

Maintenance Frequency	Maintenance Activity	Completed (Y/N)	Action Needed (Y/N)
Seasonally	Removed leaves from surfaces during the fall.		
	Removed snow with a plastic or rubber tipped shovel or keep plow tip 1 inch above the surface. The remaining snow will melt and drain through surface.		
As needed	Inspect pervious pavement after storms to make sure that stormwater is draining properly.		
	Use a vacuum sweeper at least twice per year to remove sediment/debris.		

If BMP owner has any questions, please feel free to call the Borough at 215-257-5065.

Inspected By:									
					(Signature)				
If different than BMP Owner, provide contact information:									
Company Name:									
Address:									
Phone #									
Email:									
For Municipal Use Only									
Date Received:					Received By:				
Corrective Actions Required:									

If BMP owner has any questions, please feel free to call the Borough at 215-257-5065



BOROUGH OF PERKASIE

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

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

April 18, 2025

«BMP_Owner»
«Street_»
«City_» «State» «Zip_»

Subject: Inspection and Maintenance of Stormwater Management Facilities

Dear Resident,

In accordance with Section 158-38B(2) of the Perkasio Borough Stormwater Management Ordinance, landowners are responsible for maintaining and operating private stormwater management Best Management Practices (BMPs) on their property.

Additionally, to comply with the National Pollutant Discharge Elimination System (NPDES) permit for stormwater discharge from small Municipal Separate Storm Sewer Systems (MS4s), inspection reports and maintenance activities must be included in the Borough's annual report to the Pennsylvania Department of Environmental Protection.

Your property contains one or more stormwater management BMPs that discharge to the Borough's MS4. To ensure compliance, these BMPs must be inspected. In the coming weeks, you will receive specific information about the BMPs on your property, along with an inspection form. This form must be completed and submitted to Perkasio Borough by the end of August, summarizing any observations and necessary maintenance activities, if applicable.

At this time, no action is required. This letter is simply to inform you of your responsibilities as the owner of a stormwater management BMP in the Borough.

For additional information regarding Stormwater Management and MS4 Programs scan the QR code below to view the Borough's Stormwater Management Page.

If you have any questions or need additional information, please contact our office at 215-257-5065.

Sincerely,

Jeff Tulone
Public Works Director





BOROUGH OF PERKASIE

CODE ENFORCEMENT DEPARTMENT

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

215-257-5065
Fax 215-257-6875

July 29, 2025

BMP Identification / HOA

Property Owner
Street address
Perkasie, PA 18944

Reference: Inspection & Maintenance of Existing BMP(s)

Dear Sir or Madam:

In March 2016, the Borough adopted its current Stormwater Management Ordinance (Chapter 158). Section 158-43 of the Ordinance states:

A. Stormwater management BMPs facilities should be inspected for proper operation by the landowner, or landowner's designee (including Perkasio Borough for dedicated and owned facilities), on the following basis:

1. *Twelve (12) months after completion of the facility and acceptance of completion of the facility by the Borough;*
2. *At least once every two (2) years thereafter;*
3. *During or immediately after the cessation of a ten-year frequency or greater storm; and/or*
4. *As specified in the Operations and Maintenance (O&M) Agreement.*

B. The entity conducting the inspection shall submit a report to Perkasio Borough summarizing observations of inspection and necessary repairs, if any.

Section 158-40.C. of the same ordinance further states:

The owner is responsible for the O&M of the SWM BMPs. If the owner fails to adhere to the O&M Agreement, the Borough may perform the services required and charge the owner appropriate fees. Nonpayment of fees may result in a lien against the property as described in Section 158-38.

As the owner of one or more stormwater management (SWM) Best Management Practices (BMPs) within the Borough, this letter serves to inform you that yearly inspection reports conforming to these requirements shall commence on **August 1, 2025**. Reports shall cover the calendar year (January to December) and be submitted to the Borough's Director of Public Works by **February 1** of the following year. For example, inspection reports from August 1, 2025 to December 31, 2025 must be submitted by **February 1, 2026**. All maintenance activities performed within BMPs must also be logged and submitted with the annual inspection reports.

A copy of the Borough's BMP Inspection Report Form is enclosed. This form—or a Borough-approved equivalent—shall be used for each inspection.

Below is a list of the BMP(s) associated with your property:

- BMP 1: _____
- BMP 2: _____
- BMP 3: _____

Unless your property has an O&M Agreement that specifies a more stringent inspection schedule, the Borough will require you to follow the standard inspection frequency outlined in Section 158-43. Please provide a copy of your current O&M Agreement by **September 1, 2025**. If no such agreement is submitted, the Borough will assume you intend to follow the inspection schedule as per the ordinance.

Should you have any questions or require additional information, please contact the Code Enforcement Administrator at Borough Hall at **(215) 257-5065**. Scan the QR code below to find more information regarding BMPS and Stormwater Management by visiting the Borough Website.

Sincerely,

Jeffrey Tulone
Director of Public Works
Borough of Perkasié

cc: Andrea L. Coaxum, Borough Manager
Cassandra L. Grillo, Zoning Officer and Code Enforcement Administrator
Douglas C. Rossino, P.E., Gilmore & Associates, Inc.



 SCAN ME



BOROUGH OF PERKASIE

CODE ENFORCEMENT DEPARTMENT

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

215-257-5065
Fax 215-257-6875

January 2, 2026

Dorchester Homeowners Associates / Keith Haas
417 Dorchester LN
Perkasie, PA 18944

RE: Reminder – 2025/26 Stormwater BMP Inspection Report Due

Dear Property Owner:

This letter is a reminder that **stormwater management facilities (BMPs)** on your property must be inspected and reported to the Borough of Perkasie.

Borough regulations require property owners to inspect their BMPs and submit an inspection report to the Borough.

Deadline

Inspection reports for the **2025 fall reporting period** are due by **February 1, 2026**.

The report must:

- Cover inspections completed between **August 1, 2025 and December 31, 2025**
- Describe the condition of each BMP
- List any maintenance or repairs completed

A **BMP Inspection Report Form** is enclosed and must be used.

BMPs on Your Property

- BMP 1: _____
- BMP 2: _____
- BMP 3: _____

If your property has an approved **Operations and Maintenance (O&M) Agreement** with different requirements, please provide a copy to the Borough. If no agreement is on file, standard Borough requirements apply.

Failure to inspect and maintain BMPs may result in enforcement action and billing costs to the property owner.

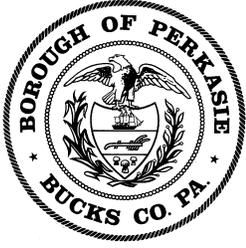
Please note: 2026 Spring Inspections will be due by May 1, 2026. The inspection should be completed between February 1st through April 30th.

If you have questions, please contact the Code Enforcement Administrator at **(215) 257-5065**. Additional stormwater information is available on the Borough website via the QR code below.

Sincerely,

Jeffrey Tulone
Director of Public Works
Borough of Perkasië





BOROUGH OF PERKASIE

CODE ENFORCEMENT DEPARTMENT

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

215-257-5065
Fax 215-257-6875

Date:

Property Owner
Address
City State Zip

RE: Final Notice – 2025 Fall Stormwater Private BMP Inspection Report Past Due

Dear Property Owner:

On January 2, 2026, the Borough issued a reminder that the 2025 Fall Stormwater BMP Inspection Report was due by February 1, 2026

As of the date of this letter, the Borough has **not received** the required inspection report for your property.

Borough regulations require property owners to inspect all stormwater Best Management Practices (BMPs) and submit written documentation to the Borough.

The required report must:

- Cover inspections completed between **August 1, 2025 and December 31, 2025**
- Describe the condition of each BMP
- List any maintenance or repairs completed

Please submit the completed inspection report immediately. If the report has already been completed, forward a copy to the Borough within ten (10) days of this notice.

Failure to submit the required inspection documentation may result in enforcement action in accordance with the Borough's Stormwater Management Ordinance, including recovery of costs associated with compliance.

Please also be advised that the **2026 Spring Inspection Report** will be due by **May 15, 2026**, covering inspections conducted between February 1 and April 30.

If you have any questions, please contact the Code Enforcement Department at (215) 257-5065.

Sincerely,

Cassandra L. Grillo

Zoning Officer and Code Enforcement Administrator
Borough of Perkasio



SCAN ME

Private BMP Inspection Reporting Timeline (SOP)

Purpose of Timeline

This schedule aligns private BMP inspection reporting with the MS4 permit year and ensures all inspection data is compiled and transmitted in time for annual MS4 compliance and reporting requirements.

MS4 Permit Period:
July 1 – June 30

Fall Inspection Cycle

- **First Week of July** – Fall Inspection Letters sent to Property Owners
- **First Week of November** – Reminder Letters sent
- **December 31** – Inspection Reports due from Property Owners

All Inspection Reports are entered into NextLevel yearly Permit.

- **January/February** – Compliance Letter

Spring Inspection Cycle

- **February** – Spring Inspection Letters sent to Property Owners
- **April** – Reminder Letters sent
- **June 30** – Inspection Reports due from Property Owners

All Inspection Reports are entered into NextLevel yearly Permit.

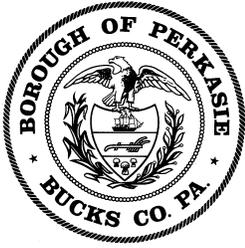
- **July**-Compliance Letters

DEP Submittal

- **August 30th** – All received inspection reports submitted to **Gilmore & Associates**

Enforcement Action for Non-Compliance:

- Notice of Violation letter sent requesting to submit inspection information within 15 days.
- After if 15 days of no response Public Works Director Completes inspection and any maintenance required and invoices resident as per section § 158-38 and § 158-40.C



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: Bucks County Hazard Mitigation Plan Update 2026

DATE: February 25th, 2026

This memo outlines the current status of the Bucks County Hazard Mitigation Plan Update Project.

The Bucks County Planning Commission (BCPC) is working to complete the final draft of an update to the Bucks County Hazard Mitigation Plan (HMP). The Bucks County HMP was originally developed in 2004, then updated in 2011, 2016, 2021 and now 2026.

Hazard mitigation is any sustained action taken to reduce or eliminate long-term risk to life, property, and the environment resulting from natural and human-made hazards. The Bucks County (HMP) identifies the vulnerabilities and risks associated with hazards and defines a mitigation strategy to reduce these vulnerabilities. Once approved by Pennsylvania Emergency Management Agency (PEMA) and Federal Emergency Management Agency (FEMA), communities that adopt the 2026 Bucks County (HMP) Update will be eligible for FEMA disaster grants.

Perkasie Borough has participated throughout the HMP Update Project, attending participant meetings, completing the Hazard Mitigation Survey, and sharing information about completed Hazard Mitigation projects in the Borough. In fact, 4 projects completed in Perkasie Borough are highlighted in the Executive Summary.

The BCPC plans to release the Final Draft HMP in the Fall of 2026. FEMA Region 3 will review the Draft HMP and provide Approvable Pending Adoption status, then each community that participated will adopt the Plan. After the first community adopts, FEMA will issue a formal approval. Chapter 8.0 of the draft HMP includes the text of a resolution that Borough Council would use to adopt the HMP.

The current draft of the HMP is available for review on the Bucks County website:
<https://connects.buckscounty.gov/bucks-county-2026-hazard-mitigation-plan>



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

February 25, 2026

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: AARP Community Challenge Grant Program

The AARP Community Challenge grant program is part of the nationwide AARP Livable Communities initiative that helps communities become great places to live for residents of all ages. The program is intended to help communities make immediate improvements to create vibrant public spaces that benefit adults ages 50 plus.

The amphitheater in Lenape Park is home to the Summer Concert Series, a part of recreation programming, and large-scale events such as Community Day which is a partnership between Perkasie Borough and the Perkasie Rotary. Currently, there is uneven terrain and grass-only seating at the amphitheater which limits participation for many older adults, particularly those using mobility aids or who have balance concerns.

The proposed project will construct an accessible walkway with integrated wheelchair accessible seating bump outs from the existing ADA-compliant parking lot to the primary viewing area of the amphitheater. The walkway will enable older adults and those with mobility challenges to move safely from the parking lot to the viewing area and allow those that previously could not attend access to our community concerts, events, and programming at the amphitheater. The integrated seating bump-outs are designed to allow wheelchair users to sit alongside family and friends while maintaining open access routes, ensuring our community concerts and programming are a shared and inclusive experience.

Attached is a copy of the Borough's draft application for this project. If Council is agreeable with the proposed grant application the Borough will submit. Applications are due Wednesday, March 4, 2026. The grant application is based off a concrete walkway. Staff will continue to research other alternative materials for consideration.

It is to note that the proposed project is estimated at \$33,684. The grant application has listed a maximum of \$15,000 but "AARP reserves the right to award compelling projects at any amount". If awarded, depending on the amount awarded, Council may choose to use Impact Fees to complete the project.

At the February Park and Recreation Board meeting, the board was supportive of applying for the AARP grant for this project as well as the use of Impact Fees, if needed, to complete.

Please let me know if there are any questions.

Sincerely,
Lauren Moll

G GILMORE & ASSOCIATES, INC.
&A ENGINEER'S OPINION OF PROBABLE COST

CLIENT:

Perkasie Borough

PROJECT NAME:

Lenape Park Amphitheater Accessibility Improvements

PROJECT NUMBER:

9991013

DATE:

February 27, 2026

***Engineer's Opinion of Probable Cost is based on Unit Pricing for small projects.**

#	DESCRIPTION	QUANTITY & UNITS		UNIT PRICE	TOTAL
Construction Costs					
1	Compost Filter Sock - 12" E&S Control	133	LF	\$ 8.00	\$ 1,064.00
2	Concrete Sidewalk (4")	849	SF	\$ 24.00	\$ 20,376.00
3	Preformed Thermoplastic Handicap Symbol Pavement Marking (2)	1	LS	\$ 1,000.00	\$ 1,000.00
Construction					\$ 22,440.00
Construction Contingency (10%)					\$ 2,244.00
Total Construction Cost					\$ 24,684.00
Design & Permitting Costs					
4	Engineering, Design, Administration, & Construction Observation	1	LS	\$ 6,500.00	\$ 6,500.00
5	Chapter 106 Floodplain Permit	1	LS	\$ 2,500.00	\$ 2,500.00
Design & Permitting					\$ 9,000.00
GRAND TOTAL COST					\$ 33,684.00

Prepared By:



Douglas C. Rossino

Date:

2/27/2026

From: [Megan McShane](#)
To: [Lauren Moll](#)
Subject: Lenape Park Amphitheater Accessibility Improvements - Alternate Material Costs
Date: Friday, February 27, 2026 11:41:52 AM
Importance: High

From: Douglas Rossino <drossino@gilmore-assoc.com>
Sent: Friday, February 27, 2026 11:19 AM
To: Andrea Coaxum <manager@perkasieborough.org>
Cc: Megan McShane <admin@perkasieborough.org>
Subject: Lenape Park Amphitheater Accessibility Improvements - Alternate Material Costs
Importance: High

Andrea,

Good morning. As requested at the Agenda Meeting on Tuesday, our office compiled the following breakdown of alternate materials and costs along with our opinion on each product for the Lenape Park Amphitheatre Accessibility Improvements project:

- Concrete: \$20,376.00 – Concrete would be the highest quality and most durable option for the proposed location.
- Asphalt: \$18,427.50 - Asphalt has a tendency to crack and breakup along the edges without a concrete curb or special edging to secure the material, which is not included in the price. Since the accessible route will be utilized by individuals in wheelchairs, there is a greater chance of cracking along the edges due to the point load created by the wheelchairs.
- Porous Asphalt: \$19,655.00 – Porous Asphalt will provide some stormwater management, but infiltration will be limited in the floodplain soils and could result in damage during freeze/thaw cycles. The material provides a slightly bumpy surface which may not be preferred by individuals using a wheelchair. Porous Asphalt has a tendency to crack and breakup along the edges without a concrete curb or special edging to secure the material, which is not included in the price. Regular maintenance is required for porous asphalt.
- Poured in Place Surface, 50/50 mix: \$48,180.00 – Poured in Place Surfaces or rubberized surfaces provide a softer surface, which would be safer for individuals to fall onto, but requires a concrete border or special edging to secure the material per the manufacturer's specifications, which is included in the price.

If there are any questions, please don't hesitate to ask.

Douglas C. Rossino, P.E., CME, M.ASCE, Senior Project Manager



Gilmore & Associates, Inc.

65 E. Butler Avenue, Suite 100, New Britain, PA 18901

Main: 215-345-4330 | Direct: 267-337-6882

www.gilmore-assoc.com | BUILDING ON A FOUNDATION OF EXCELLENCE

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**Perkasie Borough
Park & Rec Fees-in-lieu**

REVENUE														General Ledger			Cash Bal
Year	Notes	Perk Woods	Country Ridge	Kratz Hiddn Med	Cedar Ridge	Constitun Square	Xtreme Flippers	Delbar	Perry Mill	Moser Apts.	Sal Lapio	Other	Total	Revenue	Int Inc	Ledger TotalS	30.103.100 & PLGIT
2015		\$ 4,000	\$ 1,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,500	\$ 7,000	\$ -	\$ 7,000.00	\$ -
2016		\$ 17,000	\$ 13,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 32,000	\$ 30,500	\$ 55.70	\$ 30,555.70	\$ -
Sub-Total	12/31/2016	\$ 21,000	\$ 15,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,500	\$ 37,500	\$ 37,500	\$ 55.70	\$ 37,555.70	\$ 37,555.70
Aug 2017	Cash Trf												\$ -	\$ -	\$ -	\$ -	\$ (37,555.70)
2017	Jan-Dec	\$ 27,000	\$ 12,000	\$ 3,000									\$ 42,000	\$ 42,000	\$ 307.87	\$ 42,307.87	\$ 42,307.87
Feb 2018	Cash Trf												\$ -	\$ -	\$ -	\$ -	\$ (42,307.87)
2018	Jan-Dec	\$ 52,000	\$ -	\$ 42,000									\$ 94,000	\$ 94,000	\$ 884.23	\$ 94,884.23	\$ 94,884.23
Feb 2019	Cash Trf												\$ -	\$ -	\$ -	\$ -	\$ (93,317.77)
2019	Jan-Dec	\$ 44,000		\$ 27,000									\$ 71,000	\$ 71,000	\$ 1,279.62	\$ 72,279.62	\$ 73,846.08
2020	Jan-Dec				\$ 7,500								\$ 9,000	\$ 9,000	\$ 352.42	\$ 9,352.42	\$ 9,352.42
Mar 2021	Cash Trf												\$ -	\$ -	\$ -	\$ -	\$ (9,475.53)
2021	Jan-Dec				\$ 27,000	\$ 43,500	\$ 4,500	\$ 27,000					\$ 1,500	\$ 103,500	\$ 13.43	\$ 103,513.43	\$ 177,236.40
Jul-05	Cash Trf																\$ (26,650.00)
Jul 2022	Cash Trf																\$ (125,000.00)
2022	Jan-Dec					\$ 30,000	1,500.00	79,500	-				\$ 111,000	\$ 111,000	\$ 2,032.96	\$ 113,032.96	\$ 138,619.36
2023	Jan-Aug							7,500	10,500	46,500			\$ 64,500	\$ 64,500	\$ 8,048.53	\$ 72,548.53	\$ 211,167.89
2024	Jan-Dec								21,000		\$ 6,000.00	\$ 6,000	\$ 33,000	\$ 33,000	\$ 10,406.15	\$ 43,406.15	\$ 254,574.04
Jul-24	Cash Trf	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (49,680.00)
2025	Jan-Dec							\$ 10,500					\$ 16,500	\$ 16,500	\$ 6,530.10	\$ 23,030.10	\$ 227,924.14
	Cash Trsfers																\$ (201,686.06)
Cum Total		\$ 144,000	\$ 27,000	\$ 72,000	\$ 34,500	\$ 73,500	\$ 6,000	\$ 114,000	\$ 42,000	\$ 46,500	\$ 6,000	\$ 16,500	\$ 582,000	\$ 582,000	\$ 29,911	\$ 611,911	\$ 26,238.08
													Proof = \$ 582,000			\$ 611,911	

2021 Balance	-
2022 Balance	-
2023 Balance	-
2024 Balance	3,207.98
2025 Balance	23,030.10
2026 Balance	-

26,238.08

EXPENSE - ACCOUNT # 30.451.700 & REIMBURSEMENT FROM PLGIT ACCOUNT		Expenses	PLGIT Trsfrs
2016	Total Spending-Spruce St & Kulp Park play structures	\$ 65,858.40	
2017	Transfer cash from PLGIT to Uninvest for 2015 & 2016-Done in Aug 2017		\$ (37,555.70)
2017	Total Spending at 12/31/17-Menlo play structure	\$ 36,930.31	
2018	Transfer cash from PLGIT to Uninvest for 2017-Done in Feb 2018		\$ (42,307.87)
2018	Total Spending at 12/31/18-Menlo play structure	\$ 70,392.63	
2018	Balance to be transferred from PLGIT		
2019	Transfer cash from PLGIT to Uninvest for 2017 bal & 2018-Done Feb 2019		\$ (93,317.77)
2019	Total Spending at 12/31/19 - Spruce Street Park Plyground Equipment	\$ 9,475.53	
2021	Transfer cash from PLGIT to Uninvest for 2019 bal-Done Mar 2021		\$ (9,475.53)
2021	Total Spending at 09/30/21 - Concrete Picnic Tables	\$ 3,900.00	
2022	4/18/22 Transfer: Transfer for 2021 Expenses		\$ (3,900.00)
2022	4/18/22 Transfer: Transfer for Open Space Grant	\$ 22,750.00	\$ (22,750.00)
2022	Tennis Courts	\$ 125,000.00	
2022	7/23/22 Transfer: Transfer for Tennis Courts		\$ (125,000.00)
2024	7/1/24 Transfer: Skate Park Asphalt	\$ 49,680.00	\$ (49,680.00)
2025	5/21/25 Transfer: Purchase of Community Garden Lot	\$ 150,925.00	\$ (150,925.00)
2025	12/10/2025 Transfer: Skate Park	\$ 50,761.06	\$ (50,761.06)
		\$ 585,672.93	\$ (585,672.93)

Application: 31393

Borough of Perkasio

Started at: 2/19/2026 02:11 PM - Finalized at: N/A

Page: Basic Information

Category

Flagship Grant

Flagship Grant Application

1. Common name of Applicant Organization (Max: 60 characters)

Borough of Perkasio

Legal Name of Applicant Organization

Borough of Perkasio

Organization Street Address

PO Box 96

Organization Street Address Line 2

Organization City

Perkasio

Organization State

Pennsylvania

Organization Zip / Postal Code

18944

Organization's Project Manager First / Last Name

Lauren Moll

Organization's Project Manager Title

Parks and Recreation Director

Organization's Project Manager Phone

+1 215-257-5065

Organization's Project Manager Email

parkandrec@perkasieborough.org

4. Organization Tax Status

Municipality

5. Organization Federal Tax Identification Number

236002925

Website

www.perkasieborough.org

X (formerly Twitter) Handle

Facebook Page Name

@PerkBoro and @PerkasieParksRecreation

7. Has your organization applied for an AARP Community Challenge previously?

No - Did not apply

8. How did you hear about this grant opportunity?

State or local government entity

Page: Community Details

Note: This information is for AARP's internal analysis only, and will not be used in award information, etc.

City

Perkasie

County

Bucks

State

Pennsylvania

Zip Code

18944

10. Would you describe this community as:

Suburban

11. How many residents do you estimate will directly benefit from the project per year?

2000

Please describe:

Currently we estimate 1,500 attendees to amphitheater events during a year but with the addition of accessibility improvements we feel more residents will directly benefit by ensuring access to older adults and those with mobility challenges.

Estimate Percentage Age 50 or Over:

40

12. This project will primarily reach residents living:

Whole community (e.g., city, county, unincorporated area)

Page: Project Details

- Partisan, political, or election-related activities
- Planning activities, assessments, or surveys without tangible community engagement
- Studies with no follow-up action
- Publication of books or reports
- Acquisition of land or buildings
- Purchase of vehicles or mechanical equipment (e.g., cars, trucks, buses, snowmobiles, snow grooming machines, tractors)
- Sponsorships of other organizations' events or activities
- Research and development for nonprofit or for-profit ventures
- Promotion of for-profit entities or their products/services

13. Project Description

This project will construct an accessible walkway with integrated wheelchair accessible seating bump outs from the existing ADA-compliant parking lot to the primary viewing area of the amphitheater. The walkway will enable older adults and those with mobility challenges to move safely from the parking lot to the viewing area and allow those that previously could not attend access to our community concerts, events, and programming at the amphitheater. The integrated seating bump-outs are designed to allow wheelchair users to sit alongside family and friends while maintaining open access routes, ensuring our community concerts and programming are a shared and inclusive experience.

According to the 2020 US Census data, approximately 3,553 residents aged 50 and older live in Perkasio Borough—representing nearly 40% of the immediate community. Current amphitheater attendance is inter-generational and includes attendees from neighboring municipalities with grandparents, parents and grandchildren all attending and enjoying music together, however, uneven ground and only soft grass seating presents a significant barrier for many older adults and individuals with mobility challenges. In fact, many older adults have expressed difficulties navigating current conditions that have resulted in them not attending, including local assistant living facilities that have expressed interest in busing residents to the park to enjoy a concert experience.

Outdoor concerts provide more than entertainment—they reduce social isolation, improve mental health, and strengthen community connections. Enhancing amphitheater accessibility directly benefits this substantial and growing population by ensuring older adults can safely access and participate in community events and programming.

14. Flagship Project Short Summary

This project will transform the amphitheater into an inclusive community space by adding an accessible pathway and integrated seating, ensuring older adults and those with mobility challenges can safely access and enjoy community events.

AARP Community Challenge projects must be quick-action in nature and completed by December 15, 2026. Use the month-by-month fields below to outline your timeline. Include time for municipal approvals, permitting, procurement, weather delays, and supply chain considerations.

Note: *Grantees will be notified in May 2026. Funds are expected to be distributed in June/July. Final reports are due by December 31, 2026.*

June:

Starting mid-June the Borough will finalize application for a PA DEP Chapter 106 Floodplain Permit

July:

During July the Borough will be completing any necessary additional information for PA DEP Chapter 106 Floodplain Permit

August:

Starting August the Borough will start the bid process which includes bid document preparation and advertisements.

September

Bids will be awarded early September with the completion of contract documents and pre-construction meeting.

October

Contractor submittals due for approval. Construction estimated to start mid October with completion at the end of October.

November:

Project closeout during November followed by After-Action Report.

December:

Borough estimated project to be completed in October with project close out and After-Action Report finalized by the end of November.

16. Land-Use Approvals

In Progress

Please Explain

The Borough owns the land and oversees all municipal permitting. The Borough has also started and is prepared to apply for required PA DEP Chapter 106 Floodplain Permit as soon as project is awarded and allowed to proceed.

17. Optional Attachment Upload

No File Uploaded

18. Project Type

Permanent physical improvements in the community

19. Flagship Project Category

Public Places

Public Places Subcategory

Park enhancements with emphasis on accessibility and 50+ use (e.g., equipment upgrades, dog parks)

20. Flagship Project Deliverables

Deliverables

Deliverable: Borough will construct a paved, ADA-accessible concrete walkway extending from the existing ADA parking area to the primary amphitheater viewing lawn at Lenape Park, 504 Constitution Avenue, Perkasie PA 18944.

Quantity: 145

Deliverable: Borough will install integrated wheelchair-accessible seating along the new pathway to allow companion seating while maintaining pedestrian flow.

Quantity: 8

Deliverable: Borough will coordinate with local senior communities and assisted living facilities to facilitate organized group attendance at amphitheater events.

Quantity: 6

Deliverable: Borough will implement a feedback initiative during the first concert season to gather input from adults age 50+ regarding accessibility improvements.

Quantity: 100

Deliverable: Borough will increase attendance percentage and participation of older adults at amphitheater events through barrier-free access improvements.

Quantity: 10

For example:

I. Organization will purchase and install structures with LED lighting and custom side panels at (ADDRESS).

a. Quantity: 3

II. Organization will install weatherproof ADA-compliant benches at (ADDRESS).

a. Quantity: 7

III. Organization will install AARP-branded signage at (ADDRESS).

a. Quantity: 15

IV. Organization will install weatherproof, accessible raised garden beds.

a. Quantity: 10

V. Organization will host a community event (e.g., workshop, hackathon, training) on (DATE).

a. Quantity: 1

VI. Organization aims to train community members on issues affecting people age 50+, with at least half of attendees being age 50 and older.

a. Quantity: 250

VII. Organization will hold a public event (e.g., kick-off, ribbon cutting) on November 1, 2026.

a. Quantity: 1

VIII. Organization expects attendees at the event, with at least half aged 50 or older.

a. Quantity: 400

IX. Organization will engage volunteers throughout the project – including for painting benches, installation, and event support – with at least half being aged 50 or older.

a. Quantity: 70

21. Organizational Livable Communities Activities

For years, Perkasio Borough has intentionally invested in initiatives that enhance safety, accessibility, and social connection to ensure our community remains welcoming and livable for residents of all ages. Through strategic park improvements, infrastructure, and inclusive programming the Borough has worked to create vibrant public spaces that support a livable community, particularly for older adults.

As a part of annual road maintenance, The Borough incorporates ADA-complaint curb ramps, wide, smooth surfaces, and pedestrian safety improvements to ensure safe navigation throughout the community. Within the park system the Borough has been striving to ensure regular park facilities are updated and incorporate universal accessibility design. For example, a nearly 50-year-old tennis court was recently reconstructed to include both tennis and pickleball with accessible entry points and a paved route to parking, removing access barriers for individuals with mobility challenges. Additional initiatives include accessible restroom facilities and offering low-cost or free programming for all ages that encourages social participation and active lifestyles.

The proposed project, which includes the construction of an accessible walkway with integrated wheelchair accessible seating bump-outs from the existing ADA-compliant parking lot to the primary viewing area of the amphitheater will expand on those efforts. With nearly 40% of the Borough's residents age 50 and older, accessible community gathering spaces are essential to support aging in place. While our free concert series at the amphitheater attracts intergenerational audiences, uneven ground and grass seating presents a significant barrier for older adults; many of which have expressed difficulties navigating current conditions. By removing this accessibility barrier, the Borough will be able to provide opportunities for residents of all ages, ability levels, and backgrounds to thrive.

22. Community Engagement

Resident engagement has been central to the Borough's approach to building a more livable community. These efforts reflect the Borough's commitment to ensuring residents of all ages, particularly older adults, can remain active, connected, and engaged in community life. Community input is used to develop and strategize park capital projects and infrastructure upgrades. Perkasio has an active volunteer Park and Recreation Board that assists with recommendations, and park upgrades incorporate accessibility components based on identified needs. Recreation programs and events draw multi-generational audiences and provide low-cost access to cultural enrichment. Partnerships with local organizations such as the Perkasio Rotary offer large-scale community events at the amphitheater, prioritizing social interaction and engagement with neighbors.

During the implementation of the project, the Borough will share the information through multiple outlets of public communication including Borough meetings, online and print communications, as well as updates at the local community center, senior apartments, and assistant living facilities encouraging input from users aged 50 and older.

After installation, the Borough will solicit feedback from adults 50 and older during the first concert season and work with local civic groups to promote accessibility improvements and coordinating with assist living facilities to schedule group attendance.

23. Older Adults

The proposed project will benefit residents age 50 and older through improved safety, independence, and meaningful community engagement. Currently, uneven terrain and grass-only seating at the amphitheater limit participation for many older adults, particularly those using mobility aids or who have balance concerns.

The walkway will enable older adults to move safely from the parking lot to the viewing area and allow those that previously could not attend access to our community concerts, events, and programming at the amphitheater. By providing a stable, accessible route and designated companion seating areas, the project removes a significant physical barrier that has discouraged attendance.

Additionally the integrated seating bump-outs are designed to allow wheelchair users to sit alongside family and friends rather than being separated, preserving the shared, multigenerational experience that defines these events.

The amphitheater serves as a central gathering space for our free Summer Concert Series which attracts inter-generational attendance. For older adults, these events provide important opportunities for social connection, cultural enrichment, and active participation in community life. Increased accessibility will allow older residents to attend comfortably and confidently, reducing social isolation and supporting overall mental and emotional well-being.

By creating a safe and inclusive environment, this project strengthens opportunities for aging in place and ensures that older adults remain visible, valued, and engaged members of the community.

24. Role of Volunteers

Yes

If yes, please describe how volunteers will contribute to the project:

Volunteers will play a key role in supporting the implementation and ongoing success of the accessible amphitheater project. They will assist with community outreach by sharing information about the new walkway and seating improvements and helping promote attendance at concerts and events. Volunteers will also serve as event ambassadors, welcoming attendees, explaining new accessibility features, and assist staff with surveys and Borough feedback initiative. Additionally, volunteers can support light maintenance tasks such as keeping the pathway clear of debris and ensuring the walkway remains open and usable.

Will volunteers age 50 and older be involved?

Yes

Please explain:

Older adult volunteers will be specifically encouraged to participate in these efforts, leveraging their experience and community connections. They can serve as greeters and guides during events, helping senior community and assistant living facility group attendees understand and safely use the new accessible pathway and seating areas. Older volunteers can also assist with outreach to senior apartments, assisted living facilities, and other age-specific community groups, helping increase awareness of the amphitheater improvements. By actively involving older adults in these volunteer roles, the project not only benefits residents through improved access but also provides meaningful engagement opportunities for older adults themselves, supporting social participation and ongoing community connection.

25. Veterans and Military Families

No

Page: Project Budget

26. Liability insurance requirement

Yes

Please enter the total amount requested and provide a breakdown of how the funds will be used.

Notes:

- *AARP reserves the right to award less funding than the requested amount. Be prepared to scale your proposal if needed.*
- *Typically, only 0-15% of the grant may be allocated to indirect, overhead, and staff costs. If the application clearly demonstrates that such services are part of a broader, tangible project that engages residents, a larger percentage of consultant or facilitator costs may be considered.*
- *Include marketing and branding costs (e.g., banners, stickers) to meet AARP branding requirements.*
- *For more details, refer to the [Your Questions Answered](#) webpage.*

Enter whole numbers only. Do not include dollar signs or cents.

TOTAL FLAGSHIP GRANT AMOUNT REQUESTED: \$

15000

CONTRACTED SERVICE COSTS, IF ANY: \$

15000

Contracted Service Additional Information:

Estimated cost for entire project is \$33,684. Funds requested from AARP will fund contracted services for construction.

MATERIALS & SUPPLIES, IF ANY: \$

0

Materials and Supplies Additional Information:

MARKETING, BRANDING, OR OUTREACH, IF ANY: \$

0

Marketing, Branding, or Outreach Additional Information:

INDIRECT, OVERHEAD, TRAVEL, OR STAFF COSTS, IF ANY: \$

0

Indirect, Overhead, Travel, or Staff Costs Additional Information:

Matching funds are NOT required, but please list any additional financial or in-kind support your organization will contribute. Include volunteer time or donated services as in-kind support.

PRIVATE (INCLUDING NONPROFIT) Matching Funds / Supporting Funds: \$

18684

PRIVATE (INCLUDING NONPROFIT) In-Kind Support:

Perkasie Borough supports this project. If awarded Perkasie Borough will fund the remaining portion of the project not funded through AARP.

PUBLIC Matching Funds / Supporting Funds: \$

PUBLIC In-Kind Support:

29. Livable Newsletter Consent

Yes, I consent

30. Other Funding

Yes

An opportunity for other possible AARP funding. Please note that by submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Page: Notification

NOTIFICATION

Once you submit your application, you will receive a confirmation email within one hour.

Important: If you do not see the confirmation email, please check your spam or junk folder. If no confirmation is received, your application was NOT successfully submitted. Return to the application to ensure all required fields are completed and that no text boxes exceed the character limits.

All applicants will be notified of their selection via email in May 2026.

To receive funding, selected applicants must:

- Sign and return a binding Grant Agreement and,
- Complete eSupplier finance registration with the AARP National Office in a timely manner.

TERMS AND CONDITIONS

If you submit this application, you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with submission and evaluation of your organization's application

By submitting an application to AARP, the applicant affirms they are an authorized representative of the potential grantee, and by and on behalf of potential grantee agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend any grant award.
- All projects and applications will comply with applicable law and will not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration in perpetuity.
- Receipt of grant funding requires execution of a grant agreement with AARP and completion of eSupplier registration by June 10, 2026, and compliance with the promotional toolkits. Further,
 - *Grantees will be responsible for all grant activities performed under the AARP grant agreement. Grantees*

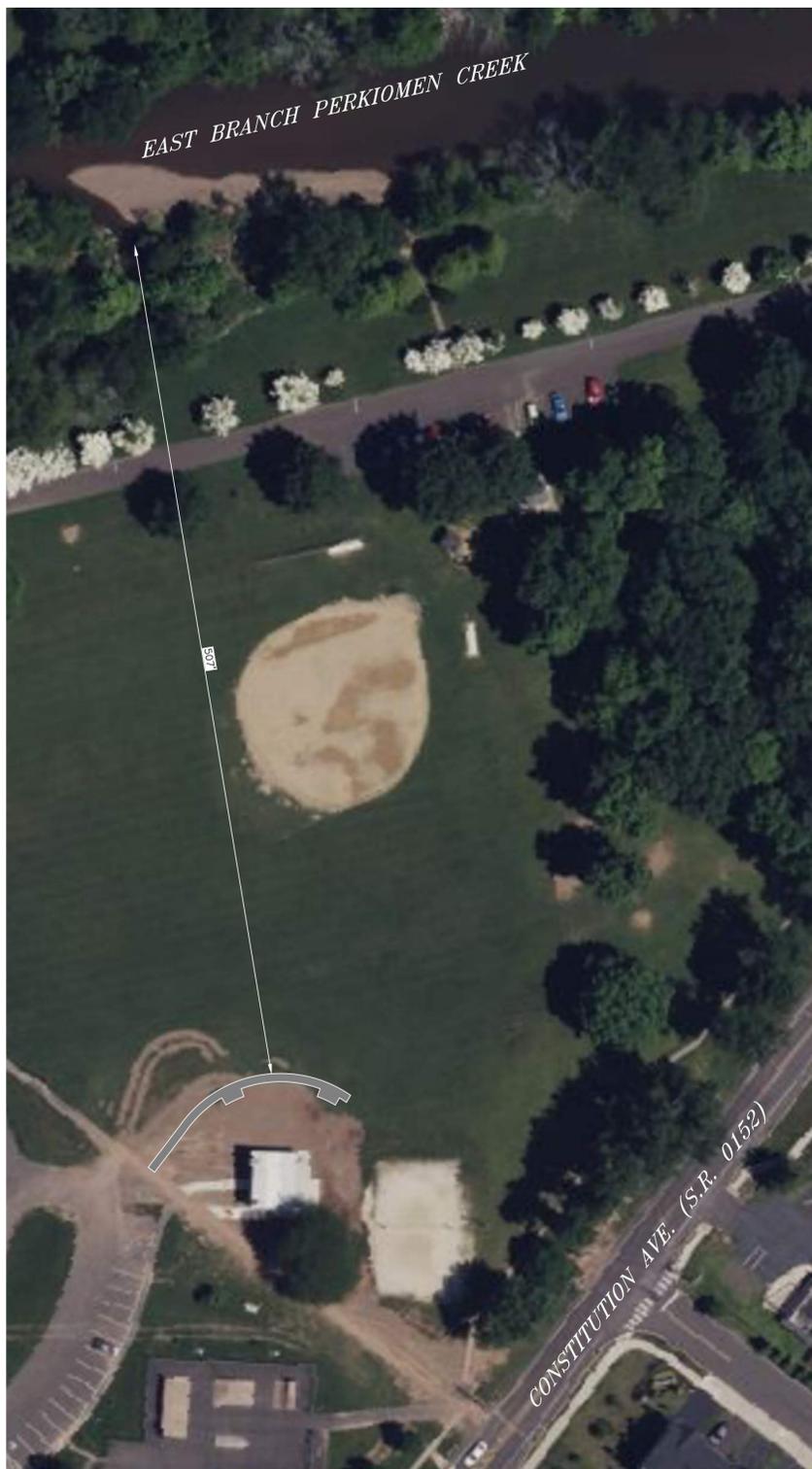
must maintain insurance coverage sufficient to cover the activities, risks, and potential omissions of the grant activities in accordance with generally accepted industry standards and as required by law. Grantees must also ensure contractors, agents, subcontractors, and providers of services maintain insurance coverage consistent with this section.

- *All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP in compliance with the AARP Community Challenge Promotional Toolkit to be provided to selected grantees.*
- *Grantees are required to capture photos, videos and/or stories from the project. As Grantee captures photos, videos and/or stories from the project, if an identifiable individual appears in the photos, videos and/or stories, grantee is responsible for having him/her sign the AARP General Release. (This document will be provided to grantees.) In addition, grantee agrees not to include any element in photos or videos or other materials provided to AARP that violates third party rights, such as artwork (including sculptures) and trademarks in text and logo used without permission. Grantee may be asked to send work-in-progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.*
- *The submission of the After-Action Report at the conclusion of the project is required by the deadline. Failure to submit the required report will result in the removal from the AARP website until the time of submission, and non-completion will disqualify a grantee from future AARP Community Challenge grant programs.*
- *AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.*

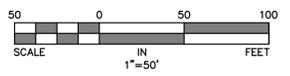
alias7d681c2b0d834cc49ce746763defecda

I, an authorized representative of my applicant organization, understand and agree to the Community Challenge application Terms and Conditions on behalf of my organization.

C:\MUNICIPAL\0-999 Municipal General Services\9991011-PB_Perkasie Borough General Services\2026 PB General Services\Goants\Accessibility\Goant\CAD\Production Drawings\Amphitheater Site Plan.dwg Layout, Site Plan Plotted By: twalace, on Thu Feb 19, 2026 at 1:31pm



AERIAL VIEW
SCALE 1" = 50'



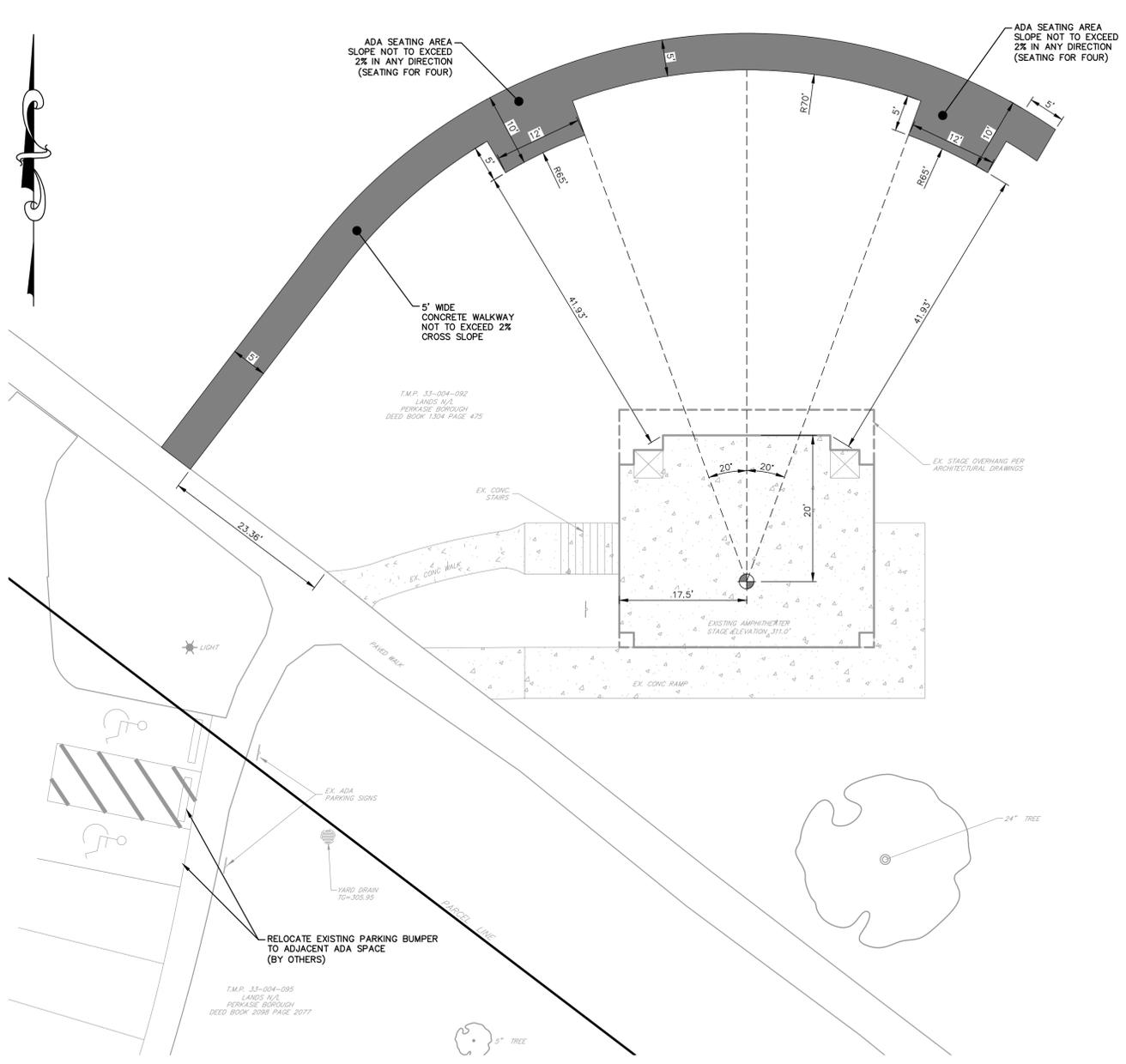
PENNSYLVANIA ONE CALL SYSTEM, INC.
925 Frain Run Road
West Mifflin, Pennsylvania
15122 - 1078

BEFORE YOU DIG ANYWHERE IN PENNSYLVANIA CALL 1-800-242-1776
NON-MEMBERS MUST BE CONTACTED DIRECTLY
PA LAW REQUIRES THREE WORKING DAYS NOTICE TO UTILITIES BEFORE YOU EXCAVATE, DRILL, BLAST OR DEMOLISH

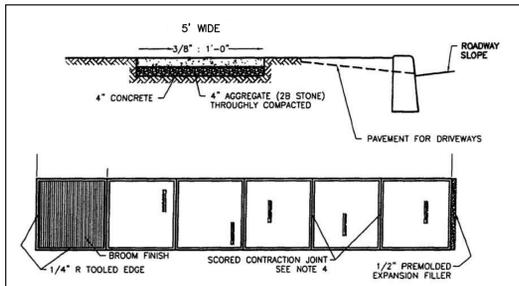
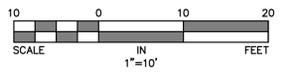
LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM RECORDS, FIELD MARKOUTS BY UTILITY OWNERS, AND/OR ABOVE-GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN THE PREPARATION OF THESE DRAWINGS; THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THE DRAWINGS. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY GILMORE & ASSOCIATES, INC.

ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON OCT. 29, 2024 PENNSYLVANIA ACT 127.

GILMORE & ASSOCIATES, INC. WILL OBTAIN A PA-ONE CALL SERIAL NUMBER FOR DESIGN PURPOSES.



LAYOUT VIEW
SCALE 1" = 10'

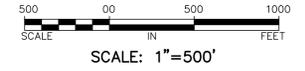


- NOTES:**
1. PROVIDE MATERIAL AND CONSTRUCTION METHODS MEETING THE REQUIREMENTS OF PENNDOT SPECIFICATIONS, PUBLICATION 408.
 2. PLACE 1\"/>

CONCRETE SIDEWALK
NO SCALE



LOCATION MAP



LEGEND:

- EXISTING EDGE OF PAVEMENT
- EXISTING CONCRETE
- PROPOSED CONCRETE

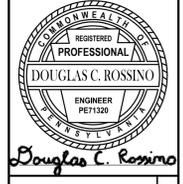
GENERAL NOTES:

1. THE SITE FEATURES AND TOPOGRAPHY AS SHOWN ARE BASED ON A FIELD SURVEY PERFORMED BY GILMORE & ASSOCIATES, INC. IN MARCH OF 2018. EXISTING CONTOURS AND SPOT ELEVATIONS SHOWN ON THE PLANS ARE PRIOR TO THE CONSTRUCTION OF THE AMPHITHEATER IMPROVEMENTS.
2. EXISTING AMPHITHEATER, STAIRS AND RAMP ARE APPROXIMATE AND ARE BASED ON THE SITE IMPROVEMENT PLAN FOR LENAPE PARK AMPHITHEATER, AS PREPARED BY GILMORE AND ASSOCIATES, INC. CONSISTING OF ONE (1) SHEET, DATED AUGUST 23, 2108, LAST REVISED APRIL 21, 2021.
3. LOCATIONS OF EXISTING UNDERGROUND UTILITIES/FACILITIES SHOWN HEREON HAVE BEEN DEVELOPED FROM ABOVE GROUND OBSERVATION OF THE SITE. NO EXCAVATIONS WERE PERFORMED IN PREPARATION OF THIS DRAWING. THEREFORE ALL UTILITIES SHOWN SHOULD BE CONSIDERED APPROXIMATE IN LOCATION, DEPTH, AND SIZE. THE POTENTIAL EXISTS FOR OTHER UNDERGROUND UTILITIES/FACILITIES TO BE PRESENT WHICH ARE NOT SHOWN ON THIS DRAWING. ONLY THE VISIBLE LOCATIONS OF UNDERGROUND UTILITIES/FACILITIES AT THE TIME OF THE FIELD SURVEY SHALL BE CONSIDERED TRUE AND ACCURATE. COMPLETENESS OR ACCURACY OF UNDERGROUND UTILITIES/FACILITIES ARE NOT GUARANTEED BY GILMORE & ASSOCIATES, INC.
4. ALL CONTRACTORS WORKING ON THIS PROJECT SHALL VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES/FACILITIES PRIOR TO THE START OF WORK AND SHALL COMPLY WITH THE REQUIREMENTS OF P.L. 852, NO. 287 DECEMBER 10, 1974 AS LAST AMENDED ON NOVEMBER 4, 2016, PENNSYLVANIA ACT 160.
5. THE ENTIRE DISTURBED AREA IS LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA (SFHA) AS CLASSIFIED IN THE FEMA FLOOD INSURANCE RATE MAP (FIRM) NUMBER 42017C0256J, REVISED MARCH 16, 2015. THE DISTURBED AREA IS LOCATED OUTSIDE THE FLOODWAY AREA, BUT WITHIN ZONE AE WITH A BASE FLOOD ELEVATION (BFE) OF 309.00.
6. DUE TO THE NATURE OF THE PROJECT (WALKWAY AND ADA SEATING AREAS), THERE WILL BE NO INCREASE IN ELEVATION OF THE AREA, AND THEREFORE, NO ANTICIPATED INCREASE IN THE BFE AT ANY POINT.
7. THE ENTIRE DISTURBED AREA IS LOCATED GREATER THAN FIFTY (50) FEET FROM THE TOP-OF-BANK OF THE EAST BRANCH PERKIOMEN CREEK.
8. BY DEFINITION, THE PROJECT DOES NOT REQUIRE A VARIANCE FROM THE MUNICIPALITY.

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

60 EAST CENTER AVENUE, SUITE 100, ROYERSFORD, PA 19001 • P: 610-345-4339 • www.gilmore-associ.com

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REV.	DESCRIPTION	DATE	BY

SITE IMPROVEMENT PLANS
LENAPE PARK AMPHITHEATER
ACCESSIBILITY IMPROVEMENTS
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

LAYOUT PLAN

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

PROJECT No.: 9991013

OWNERS INFO:
Perkasie Borough
620 W. Chestnut Street
Perkasie, PA 19344
215-257-5065

MUNICIPAL FILE No.:

TAX MAP PARCEL No.: 33-004-092

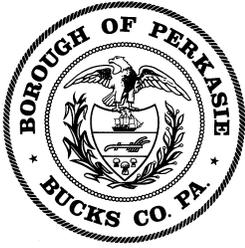
TOTAL AREA: 44 AC.	TOTAL LOTS: 1
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DATE: 02/19/2026 SCALE: AS NOTED

DRAWN BY: TMW CHECKED BY: DCR

SHEET NO.: 1 OF 2

NOT APPROVED FOR CONSTRUCTION



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

DATE: February 20th, 2026

SUBJECT: FREIGHT HOUSE / Greenways, Trails & Recreation Program

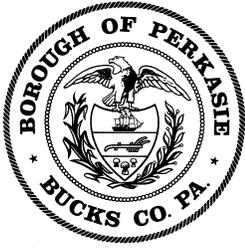
This memo provides a status update about the SEPTA Freight House parcel at N. 8th St & W Market St, and introduces a discussion about a Greenways, Trails & Recreation Program funding opportunity through the Pennsylvania Department of Community & Economic Development (DCED).

Attached to this memo is another memo that was provided to Borough Council in August, 2025. That memo provides a lot of background information and a timeline of Perkasie Borough's work on this project beginning in April 2014. The Borough is currently waiting on a draft of a potential long-term lease agreement for the parcel from SEPTA's Real Estate Department.

The Greenways, Trails & Recreation Program (GTRP) allocates funds for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects. Grants shall not exceed \$250,000 for any project, and a 15% match of the total project cost is required.

A Planning Project, funded by the GTRP, could result in a clear plan for the future of the parcel. A Planning Project would typically include a site analysis, and assessment of any environmental & regulatory concerns, robust community and stakeholder consultation, an updated conceptual site plan and alternatives, feasibility studies, very preliminary engineering, an implementation strategy, and a funding plan.

Should Council direct, staff will prepare an application for GTRP funding for review. An application would require a cost estimate for the Planning Project. Staff ask that Council consider directing Gilmore & Associates, the Borough's Planner and Engineer, to create an estimate for the work that could be used in the GTRP grant application.



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

DATE: August 22nd, 2025

RE: SEPTA Freight House, N. 8th St

This memo summarizes the work done by staff to date regarding the SEPTA Freight House located on N. 8th St, close to the intersection with W. Market St, and sets out some discussion points for Borough Council.

At their meeting on April 7th 2014, Borough Council reviewed a letter from SEPTA asking if Perkasio Borough would like to agree to a non-binding statement of business terms to take over the lease of SEPTA property located at the Perkasio Train Station, Freight Station and SEPTA grounds adjacent to the Perkasio Borough building. Meeting minutes indicate that Council deferred the discussion to a later date.

In 2019, Perkasio Borough Council members and the Borough's Economic Development Consultant began to brainstorm the idea of creating a temporary or permanent ice rink in the Borough in order to draw visitors during the winter for the purposes of economic development. The original idea was to locate the ice rink in the Train Station lot on 7th St but it became apparent that the lot was too sloped and another potential location might be the Freight Station lot on N. 8th St. This location had the added benefit of potentially providing a recreational site for residents in the northwest of the Borough.

Borough staff asked Gilmore and Associates to consider the possibilities at the Freight Station site, resulting in:

- March 2021: 3 sketch plans showing potential features at the site:
 - Sketch 1: an all-season ice/roller rink, a green space with a playground area,
 - Sketch 2: an all-season ice/roller rink, a basketball court and a smaller green space with a play structure,
 - Sketch 2: an all-season ice/roller rink, a basketball court, and a small paved seating area/plaza
- April 2021: a memo listing the opportunities for other recreation uses and improvements possible at the site
- October 2021: an estimated budget proposal including a summary and pricing information from 3 potential ice/roller rink suppliers

- November 2021: a summary of how the Borough's Comprehensive Plan is supportive of the Freight House parcel as a community use.

At their meeting on November 1st, 2021, Borough Council directed the Borough Manager and Solicitor to contact SEPTA with the sketch plans for the Freight House lot and to seek lease terms.

In 2022 Borough staff engaged in conversations with SEPTA about potential lease terms. A Right of Entry permit was drafted and reviewed by the Borough's solicitor. At their meeting on September 6th, 2022 Borough Council directed the Borough Manager to contact SEPTA about waiving the \$1,000 non-refundable processing fee before beginning any lease negotiations.

In March 2023, Borough staff applied for a Right of Entry Permit to allow the Borough to enter the Freight House parcel, to allow for planning for potential redevelopment. The Right of Entry permit was granted (ROE #686).

In May 2023 Borough staff met with SEPTA representatives to discuss the possibility of Perkasio Borough obtaining a lease for the Freight House property. At that time the SEPTA team asked for a detailed funding plan for any redevelopment project and required that any construction begin within 5 years of the commencement of lease.

In June 2023 Borough staff directed Gilmore & Associates to research potential grants for funding redevelopment at the Freight House, a copy of the memo is attached.

In March 2024 Borough staff met with representatives from the Bucks County Redevelopment Authority to discuss the potential environmental concerns on the Freight House property, and its possible inclusion in the Bucks County RDA Brownfields Inventory. Inclusion in the inventory would open up funding opportunities for any remediation work. A copy of the meeting notes is attached.

In April 2025 Borough staff and Council members met with representatives from SEPTA and State Representative Shelby Labs to walk through the Freight House and to discuss the possibility of Perkasio Borough having a lease on the parcel.

In June 2025, Borough staff met again with SEPTA to discuss a potential lease. SEPTA confirmed that any long-term lease would need to include future plans and funding sources. The Borough suggested a short-term lease or Right of Entry agreement that would us to maintain the parcel and, in return, to add a grass lawn and use the property for passive lawn activities and seating. SEPTA agreed to conduct a rent appraisal of the property to determine potential rent credits should the Borough wish to take a lease on the property.

In August 2025, SEPTA informed Borough staff that the market rental value of the Freight House parcel is estimated at \$7,000 annually. SEPTA also estimates that ground maintenance on the parcel would cost \$6,500-\$7,000 annually. If the Borough makes improvements to maintain the grounds, SEPTA indicated the possibility that rent credits would cancel out any rent payments in the short-term.

BRIEF DESCRIPTION OF THE PARCEL:

The parcel is split-zoned. The majority of the parcel (33-005-458), including the Freight House structure lies in the commercial C-2 district, with the remaining land in the parcel to the rear of the building (33-005-458-001) in the light industrial I-2 district. Both parcels lie within the Town Center Overlay. Potential uses in the C-2 district include a wide variety of retail, restaurant, personal service and

recreational uses. Potential uses in the I-2 district include a wide variety of retail, recreational and light industrial uses.

The parcel is situated directly across from the newly constructed Perry Mill rowhome development and adjacent to a proposed apartment building. It is currently poorly maintained, unsightly and home to a large colony of feral cats. Perkasio Borough has no Right of Entry permit to allow maintenance of the site and we are frequently in conversation with SEPTA regarding code enforcement issues.

POSSIBLE FUTURE ACTIONS:

SHORT TERM LEASE / RIGHT OF ENTRY PERMIT: A short-term lease or Right of Entry permit would allow the Borough to use the outside area on the parcel to create a passive recreation and/or gathering area, supporting economic development at a key gateway to the town center. Other advantages to this option include:

- the Borough's Parks & Recreation Department would have another location to run small events, and residents to the northwest of the Borough would have access to a closer recreation site.
- the Borough would be able to gather community feedback on different uses on the parcel which could be useful in any later conversations about a long-term lease, and as input in any future planning project for the parcel.
- a right of entry permit or short term lease agreement with SEPTA would support the Borough's applications for any future funding opportunities.

The Borough would assume responsibilities for property maintenance during the lease term, and SEPTA indicated that it is likely that there would be no lease payments due for our use of the outside area.

LONG TERM LEASE: A long-term lease would allow the Borough to actively begin work on a redevelopment plan, and would allow staff to apply for grant funding for planning and, later, for a redevelopment project. SEPTA would conduct a full architectural review and estimate the cost of asset improvements over the course of a 20-30 year lease term in order to determine rent credits. Asset improvements are related to electrical, HVAC, heating, roofing, so improvements related to making the structure safe, stable and secure.

NO LEASE: Borough staff could continue to work with SEPTA to have them maintain the site.

3RD PARTY LEASE: We are aware that SEPTA have leases with private developers for a number of stations. Borough staff could revisit the idea of SEPTA leasing the property to a 3rd party developer or tenant. The property is in a prime location at a gateway to the town center and its location permits a number of desirable business and recreational uses.



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

February 25, 2026

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Use of E-Bikes on park trails

The Parks and Recreation Board has been discussing the current and future use of e-bikes on park trails since early 2025.

Currently, the Borough Ordinance states that “no person shall place or operate any motorized vehicles on any part of the bike paths.” However, with the rise in e-bike popularity and their relatively affordable cost, both staff and community members have observed an increase in e-bike usage within the park system despite the posted ordinance.

The Parks and Recreation Board has collected data from other municipalities and Pennsylvania state parks, and has consulted with the Perkasie Police Department, in addition to considering community feedback, to assist in its discussions.

Per the Pennsylvania Department of Transportation, an e-bike is defined as a pedalcycle with operable pedals and electric assistance that weighs less than 100 pounds, is powered by a motor capable of producing less than 750 watts, and is not capable of exceeding 20 miles per hour on a level surface when powered solely by the motor.

According to the Pennsylvania Department of Conservation and Natural Resources, e-bikes fall into three classifications:

- **Class 1:** Pedal-assist motor with a maximum speed of 20 mph
- **Class 2:** Throttle-assisted motor (may be used with or without pedaling) with a maximum speed of 20 mph
- **Class 3:** Pedal-assist motor with a maximum speed of 28 mph

It should be noted that Class 1 and Class 2 e-bikes are limited to 20 mph, while Class 3 e-bikes are capable of reaching speeds up to 28 mph and are therefore not categorized in the same manner as Class 1 and Class 2 by the Department of Transportation.

The Board has identified several important considerations:

- E-bikes provide increased accessibility for certain members of the community. Individuals with mobility challenges or other barriers may be able to access areas of the park system that were previously difficult to reach.
- Advancements in transportation technology impact parks and recreation operations, requiring adaptation as usage patterns evolve.

- Based on discussions with the Perkasio Police Department, enforcement would present challenges regardless of the direction Council chooses. Therefore, the Board believes there should be a strong emphasis on education and clearly established trail safety rules.
- The Borough currently lacks defined trail rules for its multi-use trail system. Given that the trails already serve multiple user groups, implementing clear trail rules is necessary to promote safety for all users. This need becomes more significant with the potential introduction of e-bikes.

Included in this packet is a Board-approved and recommended list of trail rules for consideration.

After several months of discussion, the Parks and Recreation Board recommends that Council consider amending the current park ordinance to permit the use of Class 1 and Class 2 e-bikes on Borough paved bike path. Specifically, the Board recommends allowing pedalcycles weighing less than 100 pounds, powered by a motor rated at less than 750 watts, and capable of reaching speeds up to 20 miles per hour, provided they comply with all posted park and trail rules.

Please let me know if you have any questions.

Sincerely,
Lauren Moll



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

February 25, 2026

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Borough Park Trail Rules

The Park and Recreation Board noted during discussions of e-bike usage that the Borough currently lacks defined trail rules for its multi-use trail system. Given that the trails already serve multiple user groups, implementing clear trail rules is necessary to promote safety for all users. This need becomes more significant with the potential introduction of e-bikes.

On the following page is a list of recommended trail rules. Please let me know if you have any questions.

Sincerely,
Lauren Moll

Borough Multi-Use Trail Rules & Etiquette

For Walkers, Runners, Cyclists, E-Bikes, Families, Pets

1. Right-of-Way

- Pedestrians always have priority.
- Bicycles, e-bikes, and all wheeled users yield to pedestrians.
- Keep right, except when passing.

2. Passing Safely

- Pass on the left only.
- Give an audible warning: “On your left,” bell, or similar.
- Maintain awareness—limit headphone use.

3. Speed & Control

- Recommended top speed for bicycles & e-bikes: 15 mph.
- Slow down around pedestrians, curves, and congested areas.
- Maintain control at all times.

4. E-Bike Rules

- Class 1 and Class 2 e-bikes are permitted. (≤ 100 lbs, ≤ 20 mph assist, ≤ 750 watts).
- No throttle-only operation.
- Class 3 e-bikes capable of ≥ 20 mph & other motorized vehicles are not permitted.
- E-bikes must follow all trail speed and safety rules and remain on the paved trail.

5. Bridges, Road Crossings, & Underpasses

- Dismount at all bridges, road crossings, and underpasses.
- Walk bikes and wheeled devices through these areas.

6. Pets

- Pets must be on leash and under control.
- Clean up after your pet.
- Keep pets to the right side of the trail.

7. Groups & Stopping

- Do not block the trail.
- Move to single-file when others approach or when space is limited.
- If stopping, move completely off the trail.

8. Safety Gear

- Helmets required for riders under 12 under PA law; recommended for all.
- Use lights and reflective gear at dawn, dusk, and low-light hours.

9. Trail Hours & Maintenance

- Trails are open Dawn to Dusk unless otherwise posted.
- Trail snow removal completed, when possible, only after Borough priorities.
- Snow and ice may remain. Winter trail use is at your own risk.

Time: 8:58:39AM

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO 0000000014	VENDOR NAME INVOICE NO AFLAC	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID EFT DP
VC-00064655 0000000014	036321 AFLAC	Employee Premium Remittance	01.223.000	02/24/2026	412.00
				Vendor Total:	412.00
0000000055 VC-00064607 0000000055	Allegheny Electric Cooperative Inc. PER100 Jan 2026 Allegheny Electric Cooperative Inc.	January Electric Sales	07.442.361	02/24/2026	8,144.72
				Vendor Total:	8,144.72
0000003707 VC-00064646 0000003707	AT&T Mobility 28728995613502082026 AT&T Mobility	Electric First Mobile Data Air Cards	07.442.450	02/24/2026	82.78
				Vendor Total:	82.78
0000000109 VC-00064649 0000000109	Bergey's Inc. TK752291F Bergey's Inc.	PW Tires/Mount/Disposal	01.438.251	02/24/2026	1,138.40
				Vendor Total:	1,138.40
0000004084 VC-00064651 0000004084	Britton Industries 1384304-IN Britton Industries	Removal of Wood	05.428.368	02/24/2026	150.00
				Vendor Total:	150.00
0000000135 VC-00064643 VC-00064640 VC-00064657 VC-00064610 0000000135	Clemens Uniform 1754678 1754677 1755980 1754681 Clemens Uniform	Electric Uniforms Police Floor Mat Rentals PW Uniform Rentals Boro Hall Floor Mat Rentals	01.438.238 01.410.373 01.438.238 01.409.450	02/24/2026 02/24/2026 02/24/2026 02/24/2026	197.02 30.88 197.02 48.86
				Vendor Total:	473.78
0000005851 VC-00064660 0000005851	Colin Smith & Amanda Otero 14432001.00 Colin Smith & Amanda Otero	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	67.64
				Vendor Total:	67.64
0000005853 VC-00064658 0000005853	Emily Mann 04564015.00 Emily Mann	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	266.18
				Vendor Total:	266.18
0000004833 VC-00064608 0000004833	FP Finance Program 41249572 FP Finance Program	Postage Meter Lease	01.405.450	02/24/2026	155.00
				Vendor Total:	155.00
0000001996 VC-00064622 VC-00064619 VC-00064628 VC-00064627 VC-00064612 VC-00064625	Gilmore & Associates, Inc. PS-INV2601644 PS-INV2601641 PS-INV2601651 PS-INV2601650 PS-INV2601634 PS-INV2601647	2025 Paving Program thru 1/31/26 Kulp Park Engineering thru 1/31/26 General Planning thru 1/31/26 General Engineering thru 1/31/26 MS-4 thru 1/31/26 Economic Dev Plan Update thru 1/31/26	15.408.310 30.451.701 01.414.450 01.408.310 30.440.710 30.451.708	02/24/2026 02/24/2026 02/24/2026 02/24/2026 02/24/2026 02/24/2026	747.51 1,148.50 587.50 3,105.50 4,428.72 4,450.54

Time: 8:58:39AM

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VENDOR NO	VENDOR NAME	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
TRANS. NO	INVOICE NO						
VC-00064618	PS-INV2601640	W. Park Ave Improvements thru 1/31/26	30.451.702	02/24/2026	276.00		
VC-00064624	PS-INV2601646	9 Fairview Avenue Reimbursable	01.250.200	02/24/2026	836.05		
VC-00064621	PS-INV2601643	505 Cons Ave Planning Reimbursable	01.250.200	02/24/2026	3,422.00		
VC-00064613	PS-INV2601635	Green Ridge East Reimbursable	01.250.200	02/24/2026	818.00		
VC-00064623	PS-INV2601645	135 S. Main St. Reimbursable	01.250.200	02/24/2026	162.00		
VC-00064609	PS-INV2601648	PRA Reservoir Booster Pump Station	01.250.200	02/24/2026	340.68		
VC-00064626	PS-INV2601649	35 S. Main St. Reimbursable	01.250.200	02/24/2026	395.00		
VC-00064616	PS-INV2601638	306 N. 5th St. Reimbursable	01.250.200	02/24/2026	1,659.04		
VC-00064615	PS-INV2601637	Zoning Services thru 1/31/26	01.414.451	02/24/2026	261.51		
VC-00064614	PS-INV2601636	Spruce St. Townhouses Reimbursable	01.250.200	02/24/2026	283.50		
VC-00064620	PS-INV2601642	505 Constitution Ave Reimbursable	01.250.200	02/24/2026	1,499.50		
VC-00064617	PS-INV2601639	Green Ridge Estates West Reimbursable	01.250.200	02/24/2026	533.26		
0000001996	Gilmore & Associates, Inc.			Vendor Total:	24,954.81		
0000000259	Grandview Service Centre						
VC-00064641	419869	2021 Dodge Oil Change & Wiper Blades	01.410.451	02/24/2026	139.81		
0000000259	Grandview Service Centre			Vendor Total:	139.81		
0000002247	GreatAmerica Financial Services						
VC-00064611	41217284	Police Datto IT Svcs	01.410.452	02/24/2026	98.33		
0000002247	GreatAmerica Financial Services			Vendor Total:	98.33		
0000000937	J.P. Mascaro & Sons						
VC-00064652	55103	Single Stream Recycling 2/3, 2/4 & 2/5	05.426.367	02/24/2026	553.35		
VC-00064630	587456	Open Top Single Stream Recycling 1/20 &	05.426.367	02/24/2026	931.00		
VC-00064629	55071	Single Stream Recycling 1/28 & 1/30/26	05.426.367	02/24/2026	481.95		
VC-00064656	588260	Recycling Equipment Service	05.426.367	02/24/2026	470.00		
0000000937	J.P. Mascaro & Sons			Vendor Total:	2,436.30		
0000005848	James Harsha						
VC-00064639	13760003.00	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	105.85		
0000005848	James Harsha			Vendor Total:	105.85		
0000005852	James Rush						
VC-00064659	08736013.00	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	190.07		
0000005852	James Rush			Vendor Total:	190.07		
0000005849	Marc Auger						
VC-00064644	06421404.00	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	144.71		
0000005849	Marc Auger			Vendor Total:	144.71		
0000005850	Matthew Cellucci						
VC-00064645	01189001.00	Electric Final Bill Deposit Refund	07.200.100	02/24/2026	40.83		
0000005850	Matthew Cellucci			Vendor Total:	40.83		
0000005298	Matt's Heavy Duty Mobile Diagnostics						

Time: 8:58:39AM

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VENDOR NO	VENDOR NAME	INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
VC-00064632	1018149		Refuse Tk16 Check Engine Light	05.427.250	02/24/2026	1,661.50		
0000005298	Matt's Heavy Duty Mobile Diagnostics					1,661.50		
Vendor Total:								
VC-00064648	793766-1		Police Quarterly Pest Control	01.410.373	02/24/2026	166.00		
000000503	Moyer Indoor/Outdoor					166.00		
Vendor Total:								
VC-00064633	1137125		Monthly Activity Fee Jan 2026	07.442.450	02/24/2026	61.45		
000000096	Pennsylvania One Call System, Inc.					61.45		
Vendor Total:								
VC-00064653	2026		2026 Police Dept. Range Membership	01.410.420	02/24/2026	1,000.00		
000000059	Police Chiefs Assoc. of Bucks County					1,000.00		
Vendor Total:								
VC-00064634	2026 Boot/Clothing		2026 Boot/Clothing Allowance	07.442.238	02/24/2026	79.99		
0000005703	Ryan N. Thomas					79.99		
Vendor Total:								
VC-00064654	693642		Police Feb IT	01.410.452	02/24/2026	871.00		
0000004126	Stratix Systems, Inc.					871.00		
Vendor Total:								
VC-00064661	156762		Monthly Elevator Maintenance Feb 2026	01.409.374	02/24/2026	151.38		
000000101	Tri-State Elevator Co. Inc.					151.38		
Vendor Total:								
VC-00064636	7559392		Electric Water Delivery	07.442.450	02/24/2026	60.94		
VC-00064642	7559387		Police Bottled Water Delivery	01.410.210	02/24/2026	87.92		
VC-00064635	7559381		PW Water Delivery	01.438.480	02/24/2026	82.92		
0000005697	Twin Rocks Water					231.78		
Vendor Total:								
VC-00064647	1290285349		Electric Uniforms	07.442.238	02/24/2026	273.28		
VC-00064637	1290284133		Electric Uniforms	07.442.238	02/24/2026	281.40		
000000732	UniFirst Corporation					554.68		
Vendor Total:								
VC-00064631	INV-376975		Clipper Advertising MAC	04.452.341	02/24/2026	735.00		
0000005561	Valpak Franchise Operations					735.00		
Vendor Total:								
VC-00064638	9-24788-42001		Municipal Solid Waste Disposal 1/16-1/31	05.427.367	02/24/2026	7,097.05		
000000002	Waste Management					7,097.05		
Vendor Total:								

Time: 8:58:39AM

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID EFT DP
0000005513	William Sturtevant				
VC-00064650	2026 Boot/Clothing	2026 Boot/Clothing Reimbursement	01.438.238	02/24/2026	139.00
0000005513	William Sturtevant				
				Vendor Total:	139.00

Report Total: 51,750.04
 Unpaid Report Total: 51,750.04
 Paid Report Total: 0.00

Date: 02/26/2026

EFT Register #4 – February 27, 2026

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BOROUGH OF PERKASIE

VENDOR NO	VENDOR NAME	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
TRANS. NO	INVOICE NO						
0000005782	Amazon Capital Services						
VP-00000059	1P6G-WWDN-D7QN	Police Office Supplies	01.410.210	02/25/2026	172.34	X	
VP-00000063	113G-R4YN-7F1P	Police Uniform Purchases	01.410.238	02/25/2026	14.28	X	
VP-00000060	1CF9-MD13-QX4T	PW Vacuum Supplies	01.438.260	02/18/2026	36.84	X	
VP-00000061	17NP-MW6V-9G7M	PW Vacuum Belts	01.438.230	02/05/2026	16.99	X	
VP-00000062	1NXJ-VVY7-3KLP	Police Office Supplies	01.410.210	02/09/2026	168.08	X	
0000005782	Amazon Capital Services			Vendor Total:	408.53		
0000002467	AMP Inc.						
VP-00000053	1014501	Power Purchase Jan 2026	07.442.362	02/27/2026	-5,822.52	X	
VP-00000053	1014501	Power Purchase Jan 2026	07.442.361	02/27/2026	788,361.22	X	
0000002467	AMP Inc.			Vendor Total:	782,538.70		
0000000069	Comcast						
VP-00000048	261376954	Ethernet 1/15-2/14/26	01.410.450	02/06/2026	260.31	X	
VP-00000049	261376954	Ethernet 1/15-2/14/26	07.442.450	02/06/2026	260.31	X	
VP-00000068	53282	Electric Bundled Svcs 2/12-3/11/26	07.442.450	02/24/2026	318.02	X	
VP-00000054	53456	PW Bundled Svcs 2/7-3/6/26	01.438.480	02/10/2026	260.12	X	
VP-00000058	48464	Boro Hall Bundled Svcs 2/11-3/10/26	01.405.450	02/20/2026	411.40	X	
VP-00000048	261376954	Ethernet 1/15-2/14/26	01.405.450	02/06/2026	260.31	X	
VP-00000048	261376954	Ethernet 1/15-2/14/26	01.438.480	02/06/2026	260.31	X	
VP-00000050	164824	Pool Bundled Svcs 2/9-3/8/26	04.452.321	02/20/2026	216.46	X	
VP-00000072	63083	Police Bundled Svcs 2/20-3/19/26	01.410.324	02/26/2026	336.86	X	
0000000069	Comcast			Vendor Total:	2,584.10		
0000002274	Elan Financial Services						
VP-00000085	2800	Refuse Tires & Service	05.428.251	02/25/2026	387.96	X	
VP-00000090	2800	Building Maintenance	01.409.250	02/25/2026	114.32	X	
VP-00000088	2800	PW Supplies & Maintenance	01.438.230	02/25/2026	52.35	X	
VP-00000085	2800	Refuse Tires & Service	05.427.250	02/25/2026	25.24	X	
VP-00000087	2800	Winter Maintenance Repairs	01.432.250	02/06/2026	79.06	X	
VP-00000086	2800	Covered Bridge Fence Rental	30.451.705	02/06/2026	445.70	X	
VP-00000089	2800	Park Supplies	01.454.250	02/06/2026	141.63	X	
VP-00000088	2800	PW Supplies & Maintenance	01.438.370	02/25/2026	93.24	X	
0000002274	Elan Financial Services			Vendor Total:	1,339.50		
0000004568	Elan Financial Services						
VP-00000082	7554	PW Ezpass Replenishment	01.438.480	02/25/2026	70.00	X	
VP-00000083	7554	HR Seminar Reg - Deemer & Van Horn	01.402.460	02/25/2026	195.00	X	
VP-00000084	7554	1099 Printing & Mailing	01.405.450	02/25/2026	80.10	X	
0000004568	Elan Financial Services			Vendor Total:	345.10		
0000004569	Elan Financial Services						
VP-00000080	8550	Electric Safety Award Application Fee	07.442.420	02/25/2026	50.00	X	
VP-00000079	8550	Electric Shipping Safety Testing	07.442.317	02/25/2026	159.22	X	
VP-00000099	8550	Electric Office Supplies	07.442.252	02/25/2026	26.90	X	
0000004569	Elan Financial Services			Vendor Total:	236.12		

Date: 02/26/2026

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Time: 9:58:23AM

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						
VP-00000095	7859	Police Adobe Sub	01.410.452	02/25/2026	19.99	X	
VP-00000094	7859	Police Office Supplies	01.410.210	02/06/2026	175.18	X	
VP-00000097	7859	Police EZ Pass Replenishment	01.410.421	02/25/2026	35.00	X	
VP-00000098	7859	Pizza with Police Event	01.410.247	02/25/2026	48.37	X	
VP-00000096	7859	Police Patrol Supplies	01.410.240	02/25/2026	20.58	X	
0000004572	Elan Financial Services		Vendor Total:	299.12			
0000004573	Elan Financial Services						
VP-00000093	5135	ChatGPT Sub, Event Supplies, Farmers M	01.451.460	02/25/2026	20.00	X	
VP-00000093	5135	ChatGPT Sub, Event Supplies, Farmers M	01.451.501	02/25/2026	-62.12	X	
VP-00000093	5135	ChatGPT Sub, Event Supplies, Farmers M	01.401.420	02/25/2026	51.20	X	
0000004573	Elan Financial Services		Vendor Total:	9.08			
0000004602	Elan Financial Services						
VP-00000092	8182	Summer Camp Guide Communities Alive	01.451.341	02/25/2026	250.00	X	
0000004602	Elan Financial Services		Vendor Total:	250.00			
0000004969	Elan Financial Services						
VP-00000077	7648	Electric Snow Storm Snacks & Drinks	07.442.245	02/25/2026	169.77	X	
VP-00000078	7648	Admin Morning Call ESub	01.405.342	02/25/2026	34.00	X	
VP-00000074	7648	Admin Office Supplies & Safety Mtg Lunc	01.405.210	02/25/2026	86.66	X	
VP-00000073	7648	Webinar Registrations - Grillo	01.414.460	02/25/2026	55.00	X	
VP-00000075	7648	Planning Printing & ICC Online Code Sub	01.414.342	02/25/2026	23.09	X	
VP-00000074	7648	Admin Office Supplies & Safety Mtg Lunc	01.405.460	02/25/2026	97.82	X	
VP-00000075	7648	Planning Printing & ICC Online Code Sub	01.414.420	02/25/2026	8.50	X	
VP-00000076	7648	Pworks Snow Storm Snacks/Drinks	01.438.480	02/26/2026	178.61	X	
0000004969	Elan Financial Services		Vendor Total:	653.45			
0000005858	Elan Financial Services						
VP-00000091	5167	Pool Supplies	04.452.247	02/25/2026	31.44	X	
0000005858	Elan Financial Services		Vendor Total:	31.44			
0000000152	Pennsylvania Municipal Retirement System						
VP-00000070	09-099-3P Feb 2026	Feb Employee Contributions Police	01.214.000	02/27/2026	8,764.99	X	
VP-00000071	09-099-3N Feb 2026	Feb Employee Contributions Non Uniform	01.214.000	02/27/2026	5,781.97	X	
0000000152	Pennsylvania Municipal Retirement System		Vendor Total:	14,546.96			
0000000154	Verizon Wireless						
VP-00000064	6136008858	Wireless Phones 1/15/26-2/14/26	01.438.324	02/26/2026	79.12	X	
VP-00000064	6136008858	Wireless Phones 1/15/26-2/14/26	01.405.321	02/26/2026	260.66	X	
VP-00000065	6136008858	Wireless Phones 1/15-2/14/26	07.442.324	02/26/2026	79.12	X	
VP-00000064	6136008858	Wireless Phones 1/15/26-2/14/26	01.451.324	02/26/2026	118.68	X	
VP-00000064	6136008858	Wireless Phones 1/15/26-2/14/26	01.410.324	02/26/2026	277.37	X	
0000000154	Verizon Wireless		Vendor Total:	814.95			

Date: 02/26/2026

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BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000001181	Verizon Wireless						
VP-00000066	6136008857	Police Mobile Data Terminals 1/15-2/14/26	01.410.325	02/26/2026	519.25	X	
VP-00000067	6136008857	Electric AMI Meters 1/15-2/14/26	07.442.321	02/26/2026	120.03	X	
0000001181	Verizon Wireless			Vendor Total:	639.28		
0000005050	WageWorks, Inc.						
VP-00000056	INV8733416	Employee HRA & Flex Reimbursements	90.200.200	02/18/2026	164.09	X	
VP-00000055	INV8713709	Employee HRA & Flex Reimbursements	90.200.200	02/10/2026	50.65	X	
VP-00000069	INV8750843	Employee HRA & Flex Reimbursements	90.200.300	02/24/2026	439.75	X	
VP-00000057	INV8650687	FSA & HRA Fee Jan 2026	01.405.450	02/23/2026	275.00	X	
VP-00000069	INV8750843	Employee HRA & Flex Reimbursements	90.200.200	02/24/2026	364.69	X	
VP-00000055	INV8713709	Employee HRA & Flex Reimbursements	90.200.300	02/10/2026	395.93	X	
VP-00000056	INV8733416	Employee HRA & Flex Reimbursements	90.200.300	02/18/2026	671.24	X	
0000005050	WageWorks, Inc.			Vendor Total:	2,361.35		
0000002468	Wells Fargo						
VP-00000052	2007 DVRFA	2007 DVRFA Loan Interest	30.472.000	02/25/2026	766.33	X	
VP-00000051	2006 DVRFA	2006 DVRFA Loan Interest	30.472.000	02/25/2026	190.80	X	
0000002468	Wells Fargo			Vendor Total:	957.13		
		Report Total:			808,014.81		
		Unpaid Report Total:			808,014.81		
		Paid Report Total:			0.00		

Date: 02/26/2026

Check Register #5 – March 2, 2026

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BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000001221 VC-00064704	AFSCME Council 13 Feb 2026	Union Dues Feb 2026	01.218.000	03/02/2026	1,376.00		
0000001221	AFSCME Council 13			Vendor Total:	1,376.00		
0000003408 VC-00064669	Anixter Inc 6657088-00	Electric Hardware & Parts	07.442.253	03/02/2026	231.60		
0000003408	Anixter Inc			Vendor Total:	231.60		
0000005198 VC-00064674	Auto Zone, Inc. 02071406974	PW Auto Parts	01.438.370	03/02/2026	47.19		
VC-00064694	02071408070	PW Supplies	01.438.230	03/02/2026	55.40		
VC-00064675	02071407350	PW Auto Parts	01.438.370	03/02/2026	77.06		
VC-00064673	02071406824	PW Auto Parts	01.438.370	03/02/2026	23.26		
VC-00064663	02071402526	Electric Auto Parts	07.442.370	03/02/2026	28.70		
VC-00064672	02071397845	PW Auto Parts	01.438.370	03/02/2026	67.77		
0000005198	Auto Zone, Inc.			Vendor Total:	299.38		
0000004084 VC-00064695	Britton Industries 1384667-IN	Yard Waste 40 Yd Roll off & Tipping Fees	05.428.368	03/02/2026	671.73		
0000004084	Britton Industries			Vendor Total:	671.73		
0000004547 VC-00064711	Chadwick Service Company 104778	Police Bldg Replace HVAC Control Board	01.410.373	03/02/2026	835.00		
0000004547	Chadwick Service Company			Vendor Total:	835.00		
0000000135 VC-00064713	Clemens Uniform 1757264	Boro Floor Mat Rentals	01.409.450	03/02/2026	48.86		
0000000135	Clemens Uniform			Vendor Total:	48.86		
0000004040 VC-00064691	Daniel Signs 09364009.00	Electric Final Bill Deposit Refund	07.200.100	03/02/2026	131.55		
0000004040	Daniel Signs			Vendor Total:	131.55		
0000005834 VC-00064685	Davidheiser Construction Services CN 2025-04 Pymt#2	Pleasant Spring Streambank Payment #2	30.440.710	03/02/2026	23,015.25		
0000005834	Davidheiser Construction Services			Vendor Total:	23,015.25		
0000000017 VC-00064676	Davis Feed of Bucks County 115463	PW Snow Shovels	01.432.250	03/02/2026	43.90		
0000000017	Davis Feed of Bucks County			Vendor Total:	43.90		
0000000531 VC-00064677	Del-Val International Trucks, Inc. 13407901	PW Mirror Arm Bracket	01.438.370	03/02/2026	690.92		
0000000531	Del-Val International Trucks, Inc.			Vendor Total:	690.92		
0000005854	Devin Uluski						

Date: 02/26/2026

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BOROUGH OF PERKASIE

VENDOR NO TRANS. NO VC-00064662 0000005854	VENDOR NAME INVOICE NO Mailbox Devin Uluski	INVOICE DESC. Repair Damaged Mailbox Due to Plow	ACCOUNT NO 01.432.250	DUE DATE 03/02/2026	VOUCHER AMOUNT PAID 143.08	EFT	DP
			Vendor Total:	143.08			
0000001443 VC-00064688 0000001443	Eagle Truck Equipment, Inc. 27310 Eagle Truck Equipment, Inc.	Refuse Tipper Face Plare	05.427.250	03/02/2026	1,608.64		
			Vendor Total:	1,608.64			
0000000418 VC-00064678 VC-00064696 0000000418	Established Traffic Control 25705 26854 Established Traffic Control	PW Signs PW Square Post Bases	01.433.245 01.433.245	03/02/2026 03/02/2026	110.75 439.50		
			Vendor Total:	550.25			
0000000514 VC-00064679 0000000514	ET&T 201587 ET&T	Phone Extension Changes	01.405.450	03/02/2026	75.00		
			Vendor Total:	75.00			
0000005856 VC-00064686 0000005856	Fred Beans Chevrolet #FNMZFJ Fred Beans Chevrolet	Police 2026 Tahoe PPV	30.410.701	03/02/2026	60,467.00		
			Vendor Total:	60,467.00			
0000000259 VC-00064710 0000000259	Grandview Service Centre 419901 Grandview Service Centre	Unit#56-1 Repairs	01.410.451	03/02/2026	999.32		
			Vendor Total:	999.32			
0000005562 VC-00064664 0000005562	Haney Services 594 Haney Services	Telephone Pole Dumpster	07.442.452	03/02/2026	1,027.50		
			Vendor Total:	1,027.50			
0000005857 VC-00064687 0000005857	Heying Company 14861 Heying Company	Pro Infield Groomer	30.451.701	03/02/2026	5,890.00		
			Vendor Total:	5,890.00			
0000000937 VC-00064697 0000000937	J.P. Mascaro & Sons 55137 J.P. Mascaro & Sons	Single Stream Recycling 2/10 & 2/12	05.426.367	03/02/2026	525.00		
			Vendor Total:	525.00			
0000005855 VC-00064680 0000005855	Jim's Landscaping & Excavating PERK-001 Jim's Landscaping & Excavating	Snow Removal Contractor 1/28-1/30/26	01.432.450	03/02/2026	28,350.00		
			Vendor Total:	28,350.00			
0000005429 VC-00064665 0000005429	JRF Tree LLC 1086 JRF Tree LLC	Linework w/ Electric Crew Jan 2026	07.442.452	03/02/2026	1,500.00		
			Vendor Total:	1,500.00			
0000002486 VC-00064666	KDI 1483968	Electric Formax Folding Machine Repair	07.442.450	03/02/2026	242.08		

Date: 02/26/2026

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BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000002486	KDI			Vendor Total:	242.08			
0000000043	Labelcraft Press, Inc.							
VC-00064681	26068	Historical Society Nameplates	01.405.342		03/02/2026	105.00		
VC-00064690	26077	Police Forms	01.410.342		03/02/2026	62.00		
0000000043	Labelcraft Press, Inc.			Vendor Total:	167.00			
0000000016	Lawson Products, Inc.							
VC-00064682	9313218047	PW Supplies	01.438.230		03/02/2026	655.03		
VC-00064683	9313221647	PW Supplies	01.438.230		03/02/2026	350.74		
VC-00064699	9313218048	Electric Red Traffic Marker Paint	07.442.253		03/02/2026	189.38		
VC-00064667	9313190951	Electric Hardware & Parts	07.442.253		03/02/2026	501.97		
VC-00064698	9313229010	PW Hardware & Parts	07.442.253		03/02/2026	320.02		
0000000016	Lawson Products, Inc.			Vendor Total:	2,017.14			
0000002500	Linda Reid							
VC-00064709	Reimbursement	Reimburse Amazon Event Supplies on per	01.451.501		03/02/2026	84.38		
0000002500	Linda Reid			Vendor Total:	84.38			
0000000026	NAPA Auto Parts							
VC-00064668	428676	Electric Auto Parts	07.442.370		03/02/2026	34.68		
0000000026	NAPA Auto Parts			Vendor Total:	34.68			
0000005643	Paymentus Corporation							
VC-00064689	INV-15-174710	Transaction Fees Jan 2026	05.427.390		03/02/2026	16.50		
0000005643	Paymentus Corporation			Vendor Total:	16.50			
0000000283	Philadelphia Business Forms Company							
VC-00064684	12104	General & Elec Fund Check Printing	01.405.342		03/02/2026	358.81		
VC-00064684	12104	General & Elec Fund Check Printing	07.442.342		03/02/2026	358.81		
0000000283	Philadelphia Business Forms Company			Vendor Total:	717.62			
0000005658	Play-Well TEKnologies							
VC-00064692	DB27850	Lego Workshop 2/16/26 x 8	01.451.247		03/02/2026	224.00		
0000005658	Play-Well TEKnologies			Vendor Total:	224.00			
0000000042	Postmaster							
VC-00064708	#116	Replenish Electric Permit#116	07.442.215		03/02/2026	1,800.00		
0000000042	Postmaster			Vendor Total:	1,800.00			
0000000019	Richter Drafting & Office Supply Co., Inc.							
VC-00064714	WO-21132-1	Admin Office Supplies	01.405.210		03/02/2026	139.41		
0000000019	Richter Drafting & Office Supply Co., Inc.			Vendor Total:	139.41			
0000002655	Safe Slide Restoration							
VC-00064670	60624F	Slide Inspection DVIT grant to reimb	04.354.100		03/02/2026	2,800.00		

Date: 02/26/2026

Check Register #5 – March 2, 2026

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BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000002655	Safe Slide Restoration			Vendor Total:	2,800.00			
0000000130	Southeastern Pennsylvania Transportation Auth							
VC-00064693	147050	8th & Market Parking Lot Lease	01.445.380		03/02/2026	799.76		
0000000130	Southeastern Pennsylvania Transportation Auth			Vendor Total:	799.76			
0000005582	The Southern Company							
VC-00064671	49850	50% deposit MAC Chairs, Tables, Umbrell	04.452.260		03/02/2026	2,444.46		
0000005582	The Southern Company			Vendor Total:	2,444.46			
0000000071	Towne Answering Service, Inc.							
VC-00064701	289402162026	Answering Service 1/19-2/15/26	07.442.450		03/13/2026	145.00		
0000000071	Towne Answering Service, Inc.			Vendor Total:	145.00			
0000003938	Turtle & Hughes, Inc							
VC-00064700	7075342-00	Electric AC Clamp Meter	07.442.253		03/02/2026	716.00		
0000003938	Turtle & Hughes, Inc			Vendor Total:	716.00			
0000005697	Twin Rocks Water							
VC-00064712	7568858	Police Water Delivery	01.410.450		03/02/2026	93.91		
0000005697	Twin Rocks Water			Vendor Total:	93.91			
0000000732	UniFirst Corporation							
VC-00064702	1290286575	Electric Uniforms	07.442.238		03/02/2026	271.52		
0000000732	UniFirst Corporation			Vendor Total:	271.52			
0000000212	Warehouse Battery Outlet, Inc.							
VC-00064703	INV777487	PW Battery	01.438.370		02/24/2026	419.70		
0000000212	Warehouse Battery Outlet, Inc.			Vendor Total:	419.70			
				Report Total:		141,613.14		
				Unpaid Report Total:		141,613.14		
				Paid Report Total:		0.00		

RESOLUTION NO. 2026-19

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES GRANT AGREEMENT, AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, the Commonwealth of Pennsylvania, acting through the Department of Conservation and Natural Resources, has provided the Borough of Perkasio with a Grant Agreement for the Keystone Recreation, Park and Conservation Fund; and

WHEREAS, the Borough of Perkasio, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Grant Agreement for the Keystone Recreation, Park and Conservation Fund; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Grant Agreement for the Keystone Recreation, Park and Conservation Fund.

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

1. Approval of Agreement. The Borough Council of Perkasio Borough herein approves the Grant Agreement for the Keystone Recreation, Park and Conservation Fund, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Grant Agreement between Perkasio Borough and the Commonwealth of Pennsylvania, Department of Conservation and Natural Resources, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 2nd day of March, 2026.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
Robin Schilling, Council President

EXHIBIT “A”

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

BRC-ACQ-31-194

GRANT AGREEMENT

**COMMUNITY CONSERVATION PARTNERSHIP PROGRAM
Keystone Recreation, Park and Conservation Fund**

This GRANT AGREEMENT is entered into by the COMMONWEALTH OF PENNSYLVANIA ("COMMONWEALTH"), acting through the DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES ("DEPARTMENT"), and BOROUGH OF PERKASIE ("GRANTEE"). References to the DEPARTMENT include the COMMONWEALTH.

WHEREAS,

The Keystone Recreation, Park and Conservation Fund Act, the act of July 2, 1993, P.L. 359, No. 50 (32 P.S. §§ 2011-2024) ("Act"), establishes a restricted receipt account in the State Treasury known as the Keystone Recreation, Park and Conservation Fund ("Fund"), consisting of proceeds from a portion of the realty transfer tax;

Under the Act, a portion of the money in the Fund has been allocated to the DEPARTMENT.

The Act directs the DEPARTMENT to use money it receives from the Fund to provide grants to eligible entities for the purposes stated in the Act;

The GRANTEE is an entity that is eligible for a grant under the Act; and

The GRANTEE has applied to the DEPARTMENT for a grant, the application is eligible for funding under the Act, and the application has been selected by the DEPARTMENT for funding.

NOW THEREFORE, in consideration of the above and intending to be legally bound, the parties agree, for themselves and their successors and assignees, as follows:

**ARTICLE I
GRANT AMOUNT; PROJECT ACTIVITIES**

Subject to the availability of funds, the DEPARTMENT makes available to the GRANTEE a grant in the amount stated in Appendix A, which is attached hereto and incorporated herein, or such portion of that amount as may be required by the GRANTEE and authorized by the DEPARTMENT. The GRANTEE shall use the grant money and the match, if any, specified in Appendix A to carry out the project activities.

"Project activities" for purposes of this GRANT AGREEMENT mean activities that have been authorized by the DEPARTMENT to be performed under this GRANT AGREEMENT. Such activities include those contained in (1) the GRANTEE'S grant application as approved by the DEPARTMENT and (2) the Project Scope, which is stated in Appendix A, both subject to any subsequent modifications authorized by the DEPARTMENT in accordance with this GRANT AGREEMENT. The GRANTEE'S grant application, the original of which is in the possession of the DEPARTMENT and a copy of which is in the possession of the GRANTEE, is incorporated herein.

**ARTICLE II
EXECUTION OF GRANT AGREEMENT; GRANT AGREEMENT PERIOD**

This GRANT AGREEMENT is not binding on the DEPARTMENT until it has been properly executed by all required signatories for the COMMONWEALTH. Any cost incurred by the GRANTEE prior to such execution is incurred at the GRANTEE'S risk.

Costs for project activities incurred during the GRANT AGREEMENT period will be covered by this GRANT AGREEMENT. The dates of the GRANT AGREEMENT period are included in Appendix A. Costs incurred before the GRANT AGREEMENT period that are related to the performance of the GRANT AGREEMENT, such as costs for applications, appraisals, surveys, planning, drawings and specifications, may be eligible for funding at the discretion of the DEPARTMENT. Approval of these costs by the DEPARTMENT must be in writing. If an audit is required, and the cost of the audit is incurred after the GRANT AGREEMENT period, the cost may be eligible for funding at the discretion of the DEPARTMENT. Any other cost incurred after the GRANT AGREEMENT period is not eligible for funding.

ARTICLE III
COMPLIANCE WITH APPLICABLE STATUTES, REGULATIONS AND OTHER REQUIREMENTS

Compliance with statutes, regulations, and other requirements: The GRANTEE shall comply with all applicable federal and state statutes and regulations and local ordinances; any correspondence and instructions that may be provided by the DEPARTMENT; all conditions and requirements in Appendix A; and all terms and conditions in this GRANT AGREEMENT. If the DEPARTMENT has provided a program manual, such manual, including any addenda, is incorporated herein by reference, and the GRANTEE shall comply with its provisions.

Contractor Responsibility and Offset: The GRANTEE shall comply with the provisions in Appendix B, which is attached hereto and incorporated herein.

Grantee Integrity: The GRANTEE shall comply with the provisions in Appendix C, which is attached hereto and incorporated herein.

Nondiscrimination/Sexual Harassment: The GRANTEE shall comply with the provisions in Appendix D, which is attached hereto and incorporated herein.

Right-to-Know Law: The GRANTEE shall comply with the provisions in Appendix E (Right-To-Know Law) as applicable.

Automated Clearing House (ACH) Payments: The GRANTEE shall comply with the provisions in the Appendix F (Automated Clearing House (ACH) Payments).

Americans With Disabilities Act: The GRANTEE shall comply with the provisions in Appendix G, which is attached hereto and incorporated herein.

Worker Protection and Investment: The GRANTEE shall comply with the provisions in Appendix H, which is attached hereto and incorporated herein.

Universal Accessibility Act; Rehabilitation Act, Architectural Barriers Act of 1968: In its performance under this GRANT AGREEMENT, the GRANTEE shall comply with applicable requirements of the following acts, as amended: Universal Accessibility Act, 71 P.S. 1455.1 et seq.; Section 504 of Rehabilitation Act of 1973, 29 U.S.C. 794; and the Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq.

Federal funding: If any portion of the grant awarded to the GRANTEE is federal money, the GRANTEE, in addition to complying with the provisions of this article, shall also comply with the requirements in Appendix I attached hereto and incorporated herein.

Definitions: Capitalized terms used in Appendices B through I referenced above in this Article III, that are not otherwise defined in said Appendices, have the meanings specified in this GRANT AGREEMENT.

Post-completion responsibilities: The GRANTEE'S responsibilities under federal, state, and local statutes, regulations, and ordinances with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE IV PAYMENTS

The DEPARTMENT will issue payments to the GRANTEE in accordance with the provisions in Appendix A.

The GRANTEE shall charge to the project account all project costs approved by the DEPARTMENT. All such costs, including services contributed by the GRANTEE or others, shall be supported by properly executed vouchers, invoices, cancelled checks and other records detailing the nature and propriety of the charge.

Payments under this GRANT AGREEMENT will be subject to the performance of all terms and conditions of this GRANT AGREEMENT.

The DEPARTMENT may deny or adjust payment for any expenditure that is not in accordance with the terms of this GRANT AGREEMENT.

The DEPARTMENT will not be liable for any expenditure by the GRANTEE that is not for project activities or that is for costs exceeding the amount stated in this GRANT AGREEMENT.

ARTICLE V FISCAL DUTIES OF GRANTEE

(a) Deposit and accounting of grant funds: The GRANTEE shall deposit any advance payments of grant funds in an account in a bank or other financial institution insured by the FDIC or FSLIC until such time as they are expended. They shall be separately identified in the GRANTEE'S accounting as funds received under this GRANT AGREEMENT.

(b) Interest: Appendix A states whether the account into which advance grant funds are deposited pursuant to (a) shall be interest-bearing or non-interest bearing. For grants in which interest bearing accounts are required, Appendix A contains provisions on the use and disposition of interest earned on grant funds.

(c) Use of grant funds: The GRANTEE shall use the grant funds and the match in the amounts stated in Appendix A, or as much of these monies as necessary, to carry out project activities.

(d) Refund of grant funds: The GRANTEE shall refund to the DEPARTMENT any overpayment of grant funds, as determined by the DEPARTMENT. Occurrences that could result in an overpayment include but are not limited to the following:

- (1) The GRANTEE has unused grant funds after completing the project activities.
- (2) The GRANTEE fails to carry out project activities.
- (3) Grant funds were used for ineligible costs.
- (4) The ratio of grant funds to match exceeds that permitted under the applicable grant legislation.
- (5) The GRANT AGREEMENT is terminated pursuant to Article XIV (termination of grant agreement). If the termination is for convenience, the GRANTEE is not required to refund any funds for which the GRANTEE is eligible and which the GRANTEE is legally or contractually obligated to pay as of the date of its receipt of the written notice of termination required under Article XIV.

This provision does not limit the DEPARTMENT in exercising any other rights and remedies it may have under this GRANT AGREEMENT or under law or equity.

ARTICLE VI ASSIGNMENT

The GRANTEE may not assign this GRANT AGREEMENT without the prior written approval of the DEPARTMENT.

The GRANTEE may not assign any claim for funds due or to become due under this GRANT AGREEMENT as collateral without the prior written approval of the DEPARTMENT. If such approval is granted, both the GRANTEE and the assignee shall promptly notify the DEPARTMENT in writing of the actual assignment and the intended collateral use. Approval of an assignment does not establish any legal relationship between the DEPARTMENT and the assignee, or any other third party. The DEPARTMENT assumes no liability for any act or omission committed pursuant to such an assignment.

ARTICLE VII RECORDS; AUDITS

The GRANTEE, at its principal office or place of business, shall maintain, using accepted procedures, complete and accurate records of costs, expenses and activities under this GRANT AGREEMENT. The DEPARTMENT may, at reasonable times, inspect, examine, copy and audit such records.

The records shall be maintained for three years from the date of final payment or, if an audit is subsequently performed, three years from the date of that audit. However, if such audit results in findings, the GRANTEE shall maintain all required records until the findings are resolved. The GRANTEE shall give full and free access to all such records to the DEPARTMENT.

The DEPARTMENT may perform, or require the GRANTEE to perform, a financial and/or performance audit. Any audit that the GRANTEE is required to perform shall be performed by a certified public accountant in accordance with procedures and standards specified by the DEPARTMENT.

ARTICLE VIII FIDELITY BOND

(a) The GRANTEE shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers, or handle or control funds, checks, securities or property. If a check-signing machine is used which is not operated under the direct supervision of the authorized signer or counter signer, the machine operator shall be bonded in the same amount as the check-signer. The bond shall be adequate to insure the security of all funds received under this GRANT AGREEMENT.

(b) The DEPARTMENT may waive the fidelity bond requirement if the GRANTEE maintains an insurance policy or self-insurance that is adequate to protect the funds received under this GRANT AGREEMENT.

ARTICLE IX AMENDMENTS

(a) Letter amendment; formal amendment: The GRANT AGREEMENT may be amended only in the following ways:

(1) Letter amendment: Any one or more of the following changes may be accomplished by means of a letter amendment: change in title of grant project, change in amount of grant funds, change in amount of the match, change in the GRANT AGREEMENT period, and change within the Project Scope in Appendix A. A letter amendment may not be used for any other type of change. A letter amendment is accomplished by means of a letter from the DEPARTMENT approving a written or electronic request or application by the GRANTEE. A letter amendment is not binding unless and until the provisions of this subparagraph are carried out. Therefore, any costs incurred by the GRANTEE prior to the performance of such provisions are incurred at the GRANTEE'S risk.

(2) Formal amendment: Any change in the GRANT AGREEMENT that is not addressed by a letter amendment shall be accomplished by a formal amendment. A formal amendment is not binding unless and until it is fully executed. Therefore, any costs incurred by the GRANTEE prior to the full execution of the amendment are incurred at the GRANTEE'S risk.

(b) Provisional extension: If the GRANTEE submits an electronic or written request for an extension of the GRANT AGREEMENT period, the GRANT AGREEMENT period will be automatically extended provisionally pending the DEPARTMENT'S decision on the request. In order for the provisional extension to occur, the request must be received by the DEPARTMENT on or before the end date of the GRANT AGREEMENT period in Appendix A.

Any costs incurred during a provisional extension of the GRANT AGREEMENT period are incurred at the GRANTEE'S risk; they will be ineligible for funding if the request for extension is subsequently denied.

If the request for extension is approved, an amendment extending the GRANT AGREEMENT period will be entered into in accordance with paragraph (a) and the extension will be retroactive to the first day of the provisional extension.

ARTICLE X INDEPENDENT CONTRACTOR; SUBCONTRACTS

Independent contractor: The rights and duties granted to and assumed by the GRANTEE under this GRANT AGREEMENT are those of an independent contractor only. Nothing contained in this GRANT AGREEMENT shall be construed to create an employment or agency relationship between the DEPARTMENT and the GRANTEE.

Subcontracts: The GRANTEE shall not subcontract with any person or entity to perform any or all of the project activities without the express written consent of the DEPARTMENT. A conflict of interest under Article XVI (conflicts of interest), as determined by the DEPARTMENT, is a ground for withholding consent.

ARTICLE XI PROGRESS REPORTS; INSPECTIONS

The GRANTEE shall furnish such progress reports as may be specified in Appendix A, or if not specified in Appendix A, as the DEPARTMENT may from time to time require. Such reports shall be in such form and contain such items as the DEPARTMENT requires.

The DEPARTMENT may make reasonable inspections and monitor the GRANTEE'S performance under this GRANT AGREEMENT.

ARTICLE XII CLOSEOUT OF GRANT AGREEMENT

The GRANTEE shall submit to the DEPARTMENT an application for final payment or a final report, as instructed by the DEPARTMENT, along with documentation required by the DEPARTMENT. The submission shall be made within 60 days of either completion of project activities or the end date of this GRANT AGREEMENT, whichever occurs first, or at such later time as determined by the DEPARTMENT. The application, or final report, and documentation shall be on forms or in a format as required by the DEPARTMENT and shall state whether the project activities have been completed and whether all costs have been paid.

The DEPARTMENT will determine any overpayment or underpayment amount and any additional documentation or audit that may be necessary and will provide the GRANTEE with this determination.

ARTICLE XIII SUSPENSION OF PROJECT

Upon written notice and at any time during the term of this GRANT AGREEMENT, the DEPARTMENT may suspend payments and/or request suspension of all or any part of the project activities. Such notice may be given if, in the opinion of the DEPARTMENT any of the following has occurred: (1) the GRANTEE has failed to submit a required report or may have violated a law or regulation or may have engaged in misuse of funds, mismanagement, malfeasance, or criminal activity; (2) an inspection or audit has resulted in unsatisfactory findings; (3) an act of God, strike, disaster, or other circumstance beyond the GRANTEE'S control prevents adequate performance of project activities; (4) the GRANTEE has failed to comply with any condition of another agreement or contract with the DEPARTMENT; (5) the GRANTEE has violated any term or condition of this GRANT AGREEMENT.

During a suspension, the GRANTEE may not expend any grant funds (or interest, as applicable) and the provisions of Article V (fiscal duties of grantee) continue to apply.

The DEPARTMENT may rescind a suspension if it determines that such rescission is appropriate.

ARTICLE XIV TERMINATION OF GRANT AGREEMENT

Termination for cause: The DEPARTMENT may terminate this GRANT AGREEMENT by giving written notice to the GRANTEE if, in the opinion of the DEPARTMENT, any of the following has occurred: (1) for any reason the GRANTEE fails to fulfill in a timely and proper manner its obligations under this GRANT AGREEMENT; (2) for any reason the GRANTEE breaches any of the conditions of this GRANT AGREEMENT; or (3) there is a violation of an applicable law or regulation, misuse of funds, mismanagement, criminal activity or malfeasance in the performance of this GRANT AGREEMENT. The notice of termination will be effective upon receipt.

Termination for convenience: The DEPARTMENT may terminate this GRANT AGREEMENT at any time by giving written notice to the GRANTEE. The notice shall be sent at least 15 days before the effective date specified in the notice. The 15-day period may be waived by mutual agreement of the GRANTEE and the DEPARTMENT.

Upon termination, all project records shall be made available if requested by the DEPARTMENT and any overpayment of grant funds and interest (as applicable) shall be refunded to the DEPARTMENT as required under Article V (fiscal duties of grantee).

Termination of this GRANT AGREEMENT under this article will not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

ARTICLE XV 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.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the GRANT AGREEMENT period. The term "site" means properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

ARTICLE XVI CONFLICTS OF INTEREST

The GRANTEE represents that it has no direct or indirect interest that would conflict with the performance of activities under this GRANT AGREEMENT and agrees that no such interest shall be acquired. In addition, the GRANTEE agrees that it will not enter into a subcontract for the performance of project activities that creates a conflict of interest between the GRANTEE and the subcontractor. As used in this article, the terms GRANTEE and subcontractor include their directors, officers, members, agents or employees.

Grant funds may not be used to benefit, either directly pursuant to this GRANT AGREEMENT or indirectly pursuant to a subcontract or any other means, any elected state official or employee of the DEPARTMENT, any family member of such official or employee, or any entity owned or controlled by such official, employee, or family member. "Family member" means parent, spouse, child, or sibling.

ARTICLE XVII
RIGHTS IN INTELLECTUAL PROPERTY; COPYRIGHT; DISCLOSURE, USE

(a) Work created under the Grant Agreement-license to Department: For any copyrightable work created under the GRANT AGREEMENT, the GRANTEE, on behalf of itself and any employees, subcontractors, and other persons who create the work, agrees to grant to the DEPARTMENT, and upon creation of the work, expressly and automatically grants to the DEPARTMENT, a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute the work and to create, possess, use, display, reproduce and distribute derivative works. The grant of license to the DEPARTMENT is binding on successors and assigns of the GRANTEE and any employees, subcontractors, and other persons who create the work.

(b) Other work-license to Department: For materials, documents, and data delivered pursuant to the GRANT AGREEMENT that incorporate pre-existing intellectual property not created under the GRANT AGREEMENT, the GRANTEE grants to the DEPARTMENT a perpetual, non-exclusive, royalty-free, irrevocable license to possess, use, display, reproduce and distribute derivative works. The GRANTEE warrants that it has all the rights and permissions necessary to grant this license to the DEPARTMENT.

(c) Other intellectual property: For property developed under the GRANT AGREEMENT that is patentable or that can be subject to trademark or trade secret protection, the DEPARTMENT shall have the discretion to determine the rights and responsibilities of the parties to the extent permitted by federal law with respect to registration, ownership, and agreements to license, assign, or transfer rights.

(d) Proprietary rights; right of privacy: In the performance of project activities, there shall be no violation of the right of privacy or infringement upon the copyright or any other proprietary right of any person or entity.

(e) Disclosure and use; acknowledgment: The DEPARTMENT shall have the right to access, possess and use any information or data produced under the GRANT AGREEMENT and any information or data used in the development of the intellectual property produced under this GRANT AGREEMENT. In the disclosure, release, distribution, display, or use of any intellectual property produced under the GRANT AGREEMENT, acknowledgement of assistance shall be included in accordance with Article XVIII (acknowledgment of assistance).

(f) Effectuation and implementation of this article: For intellectual property produced under the GRANT AGREEMENT by the GRANTEE or by any employee, subcontractor, or other person, the GRANTEE is responsible for the implementation and effectuation of this article.

(g) Definition of "intellectual property": The term "intellectual property" means the type of property to which copyright, trademark, trade secret, or patent laws apply. It also includes any data or information.

(h) Post-completion responsibilities: The rights and responsibilities under this article with respect to intellectual property developed under this GRANT AGREEMENT continue beyond the grant agreement period.

**ARTICLE XVIII
ACKNOWLEDGEMENT OF ASSISTANCE**

Sign: The GRANTEE shall erect and maintain on the project site a permanent sign acknowledging assistance from the DEPARTMENT. The sign will state that the project is a site provided by the GRANTEE with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A. The term "site" means the properties and facilities, including any portion of them, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Publication: Any product of the grant, including a publication, will include a statement that it was produced with financial assistance from the Pennsylvania Department of Conservation and Natural Resources. It will also identify the grant that was the source of funding as well as the bureau or office of the DEPARTMENT that issued the grant, as stated in Appendix A.

The GRANTEE'S responsibilities under this article with respect to the site or other product of this grant continue beyond the grant agreement period.

**ARTICLE XIX
MAINTENANCE AND OPEN USE RESPONSIBILITIES**

The GRANTEE shall insure that, throughout its useful life, the site is (1) maintained properly and in accordance with applicable state and local requirements, (2) kept in reasonable repair so as to prevent undue deterioration and dangerous conditions and to encourage public use, and (3) kept open and accessible to the public at reasonable hours and times of the year consistent with the nature and intended use of the site.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XX
NONDISCRIMINATION REGARDING ACCESS/RESIDENCY**

The GRANTEE shall insure that no person will be denied access to or use of the site on the basis of race, color, religion, ancestry, income, national origin, age, or sex.

The GRANTEE shall not discriminate in making the site, as well as reservation, membership, or permit systems for use of the site, available to all persons, except as to fees. Reasonable differences in admission, user or other fees are permitted on the basis of residency if the GRANTEE is a municipality, or on the basis of membership or other specific relationship with the GRANTEE if the GRANTEE is other than a municipality. Specifically, fees charged to non-residents or non-members for access to or use of the site may not exceed twice that charged to residents or members. Where no fee is charged for residents or members but a fee is charged to non-residents or non-members, the fee may not exceed that charged at comparable sites or facilities.

The GRANTEE shall not discriminate in making any publications, databases, software, or other products or services developed under this GRANT AGREEMENT available to the public. Specifically, prices or fees charged to non-residents or non-members may not exceed fair market value.

The term "municipality" means any county, city, borough, incorporated town, township, home rule municipality or any official agency created by the foregoing units of government under the laws of the COMMONWEALTH.

The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

**ARTICLE XXI
OWNERSHIP AND CONTROL; NON-CONVERSION OF USE**

Ownership and control: Ownership, control, or interest in the site shall not be transferred from or by the GRANTEE without prior written approval of the DEPARTMENT. If the DEPARTMENT attaches conditions to its approval, they shall be complied with by the GRANTEE.

Non-conversion: The site shall not be converted to any use or purposes other than for project activities as defined in Article I (grant amount; project activities) without prior written approval of the DEPARTMENT. If the project activities under this GRANT AGREEMENT include the development of a plan for the site, the site shall not be converted to any uses or purposes that are inconsistent with the authorizing legislation under which the DEPARTMENT awarded this grant.

Real property: For any real property or interest in real property acquired pursuant to this GRANT AGREEMENT or donated as a match for the grant, the instrument of conveyance, such as the deed, easement agreement, or declaration of taking, shall include the language specified in Appendix A and shall be promptly recorded in the recorder of deeds office of the applicable county or counties.

Definition of "site": The term "site" means the properties and facilities, including any portion of them, designed, engineered, planned, acquired, rehabilitated, or developed under this GRANT AGREEMENT.

Continuing responsibility: The GRANTEE'S responsibilities under this article with respect to the site continue beyond the grant agreement period.

Remedy: If a provision of this article is violated, the GRANTEE shall do one or both of the following as may be determined and required by the DEPARTMENT: (1) repay to the DEPARTMENT the amount paid under this GRANT AGREEMENT plus 10% annual interest compounded four times annually from the date(s) the grant payment(s) were received until repayment is completed; and (2) replace the disposed or converted property with other property that is determined by the DEPARTMENT to be equivalent to the original property.

**ARTICLE XXII
REMEDIES**

For violations by the GRANTEE of any provisions of this GRANT AGREEMENT other than those in Article XXI (ownership and control; non-conversion of use), the GRANTEE shall do the following as directed by the DEPARTMENT: (1) take corrective action at the sole expense of the GRANTEE, or (2) refund money paid by the DEPARTMENT under this GRANT AGREEMENT. The money to be refunded shall not include any funds for which the DEPARTMENT determines the GRANTEE is eligible under this GRANT AGREEMENT.

The exercise of any remedy specified in this GRANT AGREEMENT does not limit the DEPARTMENT in exercising any other rights and remedies it may have under law or equity.

No delay, discontinuance, failure, or abandonment by the DEPARTMENT in exercising a right or power under this GRANT AGREEMENT, or any partial exercise of a right or power or any conduct or custom in refraining from exercising a right or power, shall preclude or otherwise affect any of the DEPARTMENT'S rights or powers of enforcement. The rights and powers of the DEPARTMENT are cumulative and concurrent.

All rights and remedies of the DEPARTMENT at law, in equity or otherwise shall expressly survive any expiration, termination or cancellation of this GRANT AGREEMENT, whether for breach or in accordance with its terms.

**ARTICLE XXIII
LOCAL PROJECT COORDINATOR**

The GRANTEE shall designate a local project coordinator who will be the authorized representative of the GRANTEE to deal with the DEPARTMENT in all matters relating to the GRANT AGREEMENT and the grant project. The local project coordinator will be the person identified in the grant application submitted by the GRANTEE unless changed by written notification from the GRANTEE.

**ARTICLE XXIV
SEVERABILITY**

If any portion of this GRANT AGREEMENT is rendered void, invalid or unenforceable by any court of law, such a determination will not render void, invalid or unenforceable any other portion of this GRANT AGREEMENT.

**ARTICLE XXV
APPLICABLE LAW AND FORUM; CONSTRUCTION**

This GRANT 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), or under federal law where applicable, 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.

All terms and conditions of this GRANT AGREEMENT are intended to be covenants as well as conditions. The titles of the articles and paragraphs are inserted for convenience and do not control or affect the meaning or construction of any terms or provisions of this GRANT AGREEMENT.

**ARTICLE XXVI
ENTIRE AGREEMENT; NO RIGHTS IN THIRD PARTIES**

Subject to the provisions in Article III (compliance with applicable statutes, regulations and other requirements) and Article IX (amendments), this GRANT AGREEMENT constitutes the complete agreement of the parties.

No provision of this GRANT AGREEMENT may be construed to create rights in third parties not party to this GRANT AGREEMENT. This GRANT AGREEMENT defines specific duties and responsibilities between the DEPARTMENT and the GRANTEE and will not provide any basis for claims of any other individual or entity.

**ARTICLE XXVII
SPECIAL CONDITIONS**

This article is normally left blank. However, if the project requires any special language to cover a specific/special condition, it is included in this article.



**COMMONWEALTH OF PENNSYLVANIA
 DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES
 BUREAU OF RECREATION AND CONSERVATION**

COMMUNITY CONSERVATION PARTNERSHIPS PROGRAM

GRANTEE/PROJECT LOCATION (COUNTY):
 BOROUGH OF PERKASIE
 Bucks County

M.E. NO./WEB ID: 2011719
 AGREEMENT NO.: BRC-ACQ-31-194

PROJECT TYPE/TITLE:
 Community Program - Acquisition (COMM)
 Community Garden Acquisition

FUNDING SOURCE:
 Keystone Recreation, Park and Conservation Fund

PROJECT SCOPE:
 Payment toward the acquisition of approximately 0.35 acres in Perkasio Borough, Bucks County for a community garden.

GRANT AGREEMENT PERIOD:
 Beginning Date: 2/28/2025

Ending Date: 12/31/2029

PROJECT BUDGET:

Grant Amount(s)		Local Match(es) for	
Keystone Recreation, Park and Conservation Fund	\$81,200.00	Keystone Recreation, Park and Conservation Fund	\$81,200.00
Total Grant Amount	\$81,200.00	Total Local Match	\$81,200.00

TOTAL PROJECT COST: \$162,400.00

APPENDIX A

Payment (referenced in Article IV of grant agreement)

Upon receipt of an electronic request from the GRANTEE, the DEPARTMENT may issue an advance payment to the GRANTEE. The advance payment will not exceed 25% of the approved grant amount.

Subsequent payments will be made to coincide, to the extent feasible, with the expenditure of cash by the GRANTEE. The GRANTEE must request such payments electronically based on the GRANTEE'S estimate of funds needed to meet current disbursements. The DEPARTMENT may set a minimum payment amount for each request for payment. The DEPARTMENT will withhold a percentage of grant funds for final payment in accordance with the paragraph below.

The DEPARTMENT will retain 10% of the funds available under this GRANT AGREEMENT until the following have occurred: the project activities have been concluded; the project has been inspected and approved by the DEPARTMENT; the GRANTEE has submitted the final payment application and documentation required by the DEPARTMENT under Article XII (closeout of grant agreement); and the DEPARTMENT has approved such application and documentation.

Interest (referenced in Article V (b) of grant agreement)

Grant funds shall be deposited pursuant to Article V (a) in an interest-bearing account and maintained in the account until expended. The following provisions apply regarding interest:

- (1) Interest shall be maintained and separately identified in the account until used or paid to the DEPARTMENT in accordance with (2), (3), or (4) below. Interest earned and interest expended shall be reported as part of the closeout documentation required under Article XII (closeout of grant agreement).
- (2) Subject to the approval of the DEPARTMENT, the GRANTEE may use interest to carry out project activities.
- (3) Interest not used for project activities shall be paid to the DEPARTMENT.
- (4) If grant funds are required to be refunded to the DEPARTMENT under Article V (d), XIV, or XXII, interest shall also be paid. The amount of interest will be the amount actually earned or, as determined by the DEPARTMENT, the amount that would have been earned if the grant funds had been maintained in an interest-bearing account as required above.

Acknowledgement of assistance (referenced in Article XVIII of grant agreement)

The sign, publication, or other product of the grant will acknowledge financial assistance from the Pennsylvania Department of Conservation and Natural Resources, Bureau of Recreation and Conservation, and will identify the type of grant that was the source of funding as the Keystone Recreation, Park and Conservation Fund.

Ownership and control, non-conversion of use (referenced in Article XXI of grant agreement)

For a fee simple interest in real property acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the declaration of taking or deed will include the following restriction:

[This provision revised 11/15/2010.] This property, or interest in property, was either acquired with or donated as a match for funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department"). The source of the funds is the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This property, or any portion of it, may not be converted to purposes other than those authorized under the Act for property acquired with Department funds. No change of use and no transfer of ownership, control, or interest in this property may occur, and no encumbrance may be placed on this property, without the written consent of the Department or its successor. The restriction in this paragraph applies to both the surface and subsurface of the property. This restriction has the effect of a covenant running in perpetuity with the land and is binding upon the owner(s) of the property and upon all subsequent owners, successors, and assigns. This restriction is enforceable by the Department and its successors.

For an easement acquired, or donated as a match, pursuant to this GRANT AGREEMENT, the instrument of conveyance will include the following restriction:

[This provision revised 11/15/2010.] This conservation easement was either acquired with, or donated as a match for, funds provided by the Pennsylvania Department of Conservation and Natural Resources ("Department") under the Keystone, Recreation, Park and Conservation Fund Act, act of July 2, 1993, P.L. 359, No. 50 ("Act"). This easement is a conservation servitude over the property in perpetuity and as such is binding on all current and subsequent easement holders and their personal representatives, successors and assigns. The Department and its successors have the following rights with respect to this easement: a) the right to compel transfer of Holder's rights and duties under this easement to another Qualified Organization should Holder fail to uphold and enforce in perpetuity the restrictions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area; b) a right of prior approval of any amendment of this easement to determine whether the amendment permits uses of the State Program Area not permitted under the State Program or permits uses of other portions of the Property in a manner that would materially adversely affect the State Program Area; c) a right of prior approval of any transfer of Holder's rights and duties under this easement with respect to the State Program Area; and d) the right to exercise the Holder's rights and duties under this easement if Holder fails to uphold and enforce the provisions applicable to the State Program Area or to other portions of the Property to the extent that Holder's failure to enforce the easement materially adversely affects the State Program Area.

**APPENDIX B
CONTRACTOR RESPONSIBILITY AND OFFSET**

CONTRACTOR RESPONSIBILITY

1. **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.

2. **Contractor Representations.**
 - a. 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.

 - b. 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.

3. **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.

4. **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.

5. **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.

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

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.

**APPENDIX C
GRANTEE INTEGRITY**

1. **Definitions.** For purposes of these Grantee Integrity Provisions, the following definitions apply:

- a. "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.
- b. "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
- c. "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.
- d. "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.
- e. "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 [url], as may be amended, 4 Pa. Code §7.153(b), apply.
- f. "Non-Solicitation Award Process" means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.

2. **Representations and Warranties.**

a. **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:

- I. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- II. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
- III. had any business license or professional license suspended or revoked;
- IV. 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
- V. 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.

b. **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.

c. **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.

d. **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.

3. **Grantee Responsibilities.** During the term of this agreement, the Grantee shall:

- a. maintain the highest standards of honesty and integrity.
- b. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
- c. 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.
- d. 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.
- e. 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.
- f. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- g. 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.
- h. 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.

4. **Investigations.** If a State Inspector General investigation is initiated, the Grantee shall:

- a. 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.
- b. 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.
- c. 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.

5. **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.

6. **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.

**APPENDIX D
NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE**

1. **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.

2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

a. 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.

b. 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.

c. 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.

d. 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.

e. 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.

3. **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.

4. **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.

5. **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.

6. **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.

**APPENDIX E
RIGHT-TO-KNOW LAW**

1. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this agreement.
2. **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:
 - a. 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
 - b. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this agreement.
3. **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.
4. **Reimbursement**
 - a. **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.
 - b. **Grantee 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.
5. **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.
6. **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.
7. **Survival.** The Grantee’s obligations contained in this Section survive the termination or expiration of this agreement.

APPENDIX F
AUTOMATED CLEARING HOUSE (ACH) PAYMENTS

1. **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>

2. **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.

3. **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.

**APPENDIX G
AMERICANS WITH DISABILITIES ACT**

1. **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.

2. **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.

3. **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.

**APPENDIX H
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:

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

APPENDIX I

This grant includes no federal money; Appendix I contains no provisions.

JEFFREY P. GARTON
THOMAS J. PROFY, IV*†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
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NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

February 27, 2026

VIA EMAIL

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

Re: DCNR Grant / Community Gardens

Dear Andrea:

Pursuant to your request, I have reviewed the Grant Agreement in connection with the above funds. To that end, my comments with respect to same are as follows:

1. As I have mentioned previously, the ability to modify Grant Agreements is limited solely to making sure that the amount of the Grant is consistent with the proposal and the prior approval.
2. Article V – Fiscal Duties of Grantee. I do call your attention to the provisions of this Article to make sure that the Borough complies with those requirements. The consequences of failing to comply are significant.
3. Article VII – Records; Audits. Please note the record retention obligation, which is for a period of three (3) years, and the Borough could be audited.
4. Article VIII – Fidelity Bond. The fidelity bonding obligation is covered by other bonding requirements imposed by the Borough Code and should be sufficient.
5. Article XII – Closeout of Grant Agreement. Please note the closeout of the Grant Agreement.

6. The balance of the Agreement is consistent with other Agreements of a similar nature and it does not require any further comment.
7. Appendix "A". Please confirm that the amount of \$81,200.00 is the correct amount of the Grant.

Other than the aforementioned I have no additional comments, but attached please find the appropriate Resolution for consideration by the Council approving the contract, and therefore providing the necessary approval so as to secure the funds.

If you have any questions, please contact me.

Very truly yours,



Jeffrey P. Garton

JPG:bcr
Attachment

RESOLUTION NO. 2026-20

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE CONTRACT BETWEEN THE BOROUGH OF PERKASIE AND POWERDMS BY NEOGOV FOR THE APRIL 2026 CO-TERM TIME POWERPOLICY PROFESSIONAL SUBSCRIPTION FOR THE POLICY MANUAL AND SCHEDULING SOFTWARE FOR THE PERKASIE BOROUGH POLICE DEPARTMENT, AND AUTHORIZING THE BOROUGH MANAGER AND/OR THE PERKASIE BOROUGH CHIEF OF POLICE TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, PowerDMS by NEOGOV has provided the Borough of Perkasia with a Contract with regard to the April 2026 Co-Term Time PowerPolicy Professional Subscription for the Policy Manual and Scheduling Software for the Perkasia Borough Police Department; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the PowerDMS by NEOGOV Contract with regard to the April 2026 Co-Term Time PowerPolicy Professional Subscription for the Policy Manual and Scheduling Software for the Perkasia Borough Police Department.

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

1. Approval of Agreement. The Borough Council herein approves the PowerDMS by NEOGOV Contract between the Borough and PowerDMS by NEOGOV with regard to the April 2026 Co-Term Time PowerPolicy Professional Subscription for the Policy Manual and Scheduling Software for the Perkasia Borough Police Department, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasio Borough Chief of Police to execute the PowerDMS by NEOGOV Contract between the Borough and PowerDMS by NEOGOV with regard to the April 2026 Co-Term Time PowerPolicy Professional Subscription for the Policy Manual and Scheduling Software for the Perkasio Borough Police Department, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 2nd day of March, 2026.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
Robin Schilling, Council President

EXHIBIT “A”

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-3428	Order #:	Q-435704
Customer:	Perkasie Borough Police Department (PA)	Valid Until:	3/24/2026
Effective Employee Count:	20		
Sales Rep:	Renewals Team		

Customer Contact			
Billing Contact:	Perkasie Borough Police Department (PA) Robert Schurr	Shipping Contact :	Perkasie Borough Police Department (PA) Robert Schurr
Billing Address:	311 S Ninth St Perkasie, PA 18944	Shipping Address:	311 S Ninth St Perkasie, PA 18944
Billing Contact Email:	rschurr@perkasiepd.org	Shipping Contact Email:	rschurr@perkasiepd.org
Billing Phone:	215 2576876	Shipping Phone:	215 2576876

Payment Terms	
Payment Term:	Net 60
PO Number:	
Notes:	Policy User Tier 20 - 29

Subscription Service

April 2026 - Co-Term Time

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	4/23/2026	4/22/2027	29	User Count Based	\$4,933.53
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	4/23/2026	4/22/2027	29	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PCPA Manual	Recurring	4/23/2026	4/22/2027	1	Quantity Based	\$0.00
View Standards Manual electronically.						
PowerSTANDARDS for PCPA Member <50 employees	Recurring	4/23/2026	4/22/2027	1	Quantity Based	\$550.00
Attach proofs to show compliance with PCPA Standard, assign assessment tasks, track revisions, and status-based grading.						
PowerTime Subscription	Recurring	5/1/2026	4/22/2027	20	Employee Based	\$2,770.17
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board.						
April 2026 - Co-Term Time TOTAL:						\$8,253.70

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are due upon the invoice due date. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to PowerDMS, Inc. a wholly owned subsidiary of Governmentjobs.com, Inc. (D/B/A NEOGOV).

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "NEOGOV") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: <https://www.neogov.com/service-specifications>.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Perkasie Borough Police Department (PA)

Signature: _____

Printed Name: _____

Title: _____

Date _____

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

JEFFREY P. GARTON
THOMAS J. PROFY, IV**
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
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NEW HOPE OFFICE
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NEW HOPE, PA 18938
215.862.0701

February 27, 2026

VIA EMAIL

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

Re: PowerDMS/NEOGOV

Dear Andrea:

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

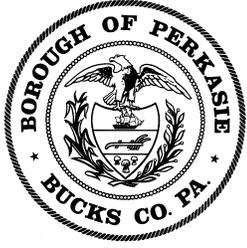
1. It is important for the Borough to continue to have its Police Department accredited. As such, one of the elements of accreditation relates to updating the policy manual, which establishes the criteria requirements, and the like, for police officers, and police activity.
2. Assuming you and the Chief are satisfied that the items are properly defined and the price is reasonable, I have no additional comments with respect to the Contract.

Lastly, I enclosed please find a copy of a draft Resolution to be considered by Council, at your earliest convenience.

Very truly yours,

Jeffrey P. Garton

JPG:ers
Attachment
cc: Chief Robert Schurr



BOROUGH OF PERKASIE

MEMORANDUM

DATE: February 26, 2026

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum

FROM: Rebecca Deemer, Finance Director

SUBJECT: Authorization of Transition to Hosted Finance Software Platform

The purpose of this memo is to provide an overview of the proposed transition of the Borough's finance software from its current on-premises server environment to the hosted (cloud-based) service.

The Borough has used the Harris financial system since 2008. The software vendor is Spectrum Software Solutions, a Division of N. Harris Computer Corporation, and for clarity is referred to as "Harris" throughout this memo.

The system continues to be a critical tool for accounting, utility billing, cash receipting and financial reporting. Under the current on-premises configuration, the system is housed on a Borough server. When technical issues arise, the staff need to coordinate between Harris and our third-party IT vendor (Premier Technology Solutions, Inc.), to grant Harris access to our internal server environment. While this process has worked, it can be time-consuming and adds another layer when troubleshooting or applying updates.

Benefits of Moving to a Hosted Environment

Transitioning to the hosted platform service offers several operational and risk-management benefits:

- Reduced reliance on local servers, including lower exposure to hardware failures and local outages
- Improved vendor support and response times, as the software provider maintains direct control of the hosting environment
- Automatic system updates and patches, reducing internal IT workload and downtime
- Enhanced disaster recovery and business continuity, with data hosted in a professionally managed environment

IT and Cybersecurity Review

Premier Technology Solutions has been actively involved in discussions regarding the hosted platform and have reviewed the following security controls that will be in place:

- Cloudflare privacy and security services – this service protects the system from cyberattacks, keeps applications online and responsive, protects personal and financial data and controls who can access systems and how

- Rublon two-factor authentication (2FA) for user access – this is a security tool that adds an extra layer of protection to system logins by requiring users to verify their identity, in addition to their password. This matters because even if a password is stolen, unauthorized access is blocked unless the second authentication step is successfully completed.

Based on their review, Premier does not have concerns with moving forward from a cybersecurity or access-control standpoint.

Coordination with Paymentus

Paymentus, the Borough's online bill payment provider, has been involved in discussions to ensure that the daily balance uploads for electric and trash accounts continue without interruption during the implementation process.

Legal Review

The Borough Solicitor has reviewed the hosted services agreement. As part of that review, he recommended that the "Agreement Between" language be revised from *Perkasie Borough Electric / Finance* to simply *Perkasie Borough*; this change has been made.

The Solicitor also noted that specific cost amounts are not included within the agreement itself. A separate quote and cost comparison between the current on-premises environment and the hosted service are included in the Council packet.

Overall, the Solicitor is comfortable that the agreement addresses normal contractual considerations. Based on his notes and the staff's own conversations with Harris, we are satisfied with all terms and conditions as presented.

Financial Impact

The cost analysis provided in your packet shows that certain third-party fees will no longer be needed under the hosted model as those functions are included in the hosted platform annual fee. The net impact is an increase of \$1,217.70 in annual operating costs. In addition, there is a one-time configuration and implementation fee of \$1,000.00. In anticipation of this change, the additional costs were included in the adopted budget for 2026.

At this time, the Administration requests that Borough Council approve the transition to the Harris hosted finance software platform and authorize the execution of the agreement and quote.

Please contact me with any questions or if additional information is needed.

RESOLUTION NO. 2026-21

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE N. HARRIS COMPUTER CORPORATION AGREEMENT BETWEEN N. HARRIS COMPUTER CORPORATION (“HARRIS”) AND PERKASIE BOROUGH FOR SOFTWARE HOSTING SERVICES AND PROFESSIONAL SERVICES AT PERKASIE BOROUGH AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, N. Harris Computer Corporation (“Harris”), has provided the Borough of Perkasia with a Hosting Services Agreement with regard to Software Hosting Services and Professional Services for Perkasia Borough; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the Harris Agreement; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Hosting Services Agreement with Harris.

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

1. Approval of Agreement. The Borough Council of Perkasia Borough herein approves the Hosting Services Agreement with Harris, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Hosting Services Agreement between the Borough and Harris, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 2nd day of March, 2026.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
Robin Schilling, Council President

EXHIBIT “A”

HOSTING SERVICES AGREEMENT

THIS AGREEMENT 08/22/25 (the “Effective Date”).

BETWEEN:

**Spectrum Software Solutions “Spectrum”, a Division of N. Harris
Computer Corporation
2429 Military Road, Suite 300
Niagara Falls, NY 14304
 (“Spectrum”)**

- and -

**Perkasie Borough
620 West Chestnut Street
Perkasie , PA 18944-1366
 (“Customer”)**

NOW THEREFORE, in consideration of the mutual covenants and obligations contained here and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

The following terms shall have the meaning set out below; all other capitalized terms not otherwise defined in this Section shall have the meaning set forth in the Agreement:

- (a) **“Annual Hosting Fees”** means the annual subscription fees set out in the Pricing Proposal.
- (b) **“Change Order”** means any written documentation between the Customer and Spectrum evidencing their agreement to change particular aspects of this Agreement.
- (c) **“Confidential Information”** means, with respect to a party hereto, all information or material which: is (A) marked "Confidential," "Restricted," or "Proprietary Information" or other similar marking, (B) known by the parties to be considered confidential, proprietary, or is confidential under federal or state law or (C) which should be known or understood to be confidential or proprietary by an individual exercising reasonable commercial judgment in the circumstances. Confidential Information of Spectrum shall include, without limitation, the Software, the Documentation, and any information with respect to the Services that Spectrum may provide to Customer from time to time, including without limitation, the terms and condition of this Agreement and all information disclosed by Spectrum relating to the security of its facilities, computer systems and products. With respect to Professional Services that consist of Spectrum’s data replication service, such service is only for the purpose of providing data replication service on behalf of Customer and the associated source code, other software, database schema, and other technical information related to such data replication service is confidential and proprietary. Confidential Information does not include information to the extent that such information: (i) is or becomes generally known to the public by any means other than a breach of the obligations of a receiving party hereunder; (ii) was

previously known to the receiving party as evidenced by its written records; (iii) is rightly received by the receiving party from a third party who is not under an obligation of confidentiality; or (iv) is independently developed by the receiving party without reference to or use of the other party's Confidential Information and which such independent development can be established using evidence that would be acceptable to a court of competent jurisdiction. For the avoidance of doubt, Confidential Information excludes any information that is protected by applicable law, statute or regulation. .

- (d) **“Data”** means all data, including without limitation all text, sound, video, image files, and software, that is provided by or on behalf of Customer to Spectrum or its service provider and all other content transmitted, posted, received or created through Customer's use of the Hosting Services or the Software. Data does not include Professional Services Data.
- (e) **“DPA”** shall have the meaning set out in Schedule “B”.
- (f) **“Data Protection Requirements”** means the GDPR, Local EU/EEA Data Protection Laws, and any applicable laws, regulations, and other legal requirements relating to (a) privacy and data security; and (b) the use, collection, retention, storage, security, disclosure, transfer, disposal, and other processing of any Personal Information.
- (g) **“Documentation”** means user guides, operating manuals, education materials, product descriptions and specifications, technical manuals, supporting materials, and other information relating to the Hosting Services or used in conjunction with the Hosting Services, whether distributed in print, magnetic, electronic, or video format.
- (h) **“Fees”** means the Annual Subscription Fees, Professional Services Fees, Data Conversion Fees and other fees as may be further described and listed in the Pricing Proposal.
- (i) **“GDPR”** means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).
- (j) **“Local EU/EEA Data Protection Laws”** means any subordinate legislation and regulation implementing the GDPR.
- (k) **“Microsoft”** means Microsoft Corporation. All references to Spectrum's service providers in this Agreement shall include Microsoft. Microsoft and Azure are trademarks of Microsoft Corporation or its affiliates.
- (l) **“Personal Information”** means any information relating to an identified or identifiable natural person and includes PHI as defined below. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- (m) **“Pricing Proposal”** means the Pricing Proposal agreement executed between the parties and any subsequent amendments or extensions thereto.
- (n) **“Professional Service(s)”** means those implementation, training, consulting and professional service(s) provided by the Spectrum Professional Services team as further described the Pricing Proposal.

- (o) **“Professional Services Data”** means all data, including all text, sound, video, image files or software, that are provided to Microsoft, by or on behalf of Customer (or that Customer authorizes ChartiyLogic to obtain from the Hosting Services and which Spectrum provides to Microsoft or that Customer authorizes Microsoft to obtain from the Hosting Services) or otherwise obtained or processed by or on behalf of Microsoft through an engagement with Spectrum or Customer to obtain Professional Services or professional services of Microsoft. Professional Services Data includes Support Data.
- (p) **“Professional Services Fees”** means the Professional Service(s) fees set out in Pricing Proposal.
- (q) **“Hosting Services”** the hosting services provided by or on behalf of Spectrum under this Agreement that includes monitoring, operating a site owned or controlled by Spectrum’s service providers and the delivery of exclusive access via secure network and internet connection to Customer to use the Software.. The Hosting Services shall also include storing all data entered and maintained by Users through use of the Hosting Services and Software.
- (r) **“Services”** means collectively, the Hosting Services, Support Services and Professional Services.
- (s) **“Service Generated Data”** means data generated or derived by Microsoft through the operation of the Hosting Services. Service Generated Data does not include Data, Diagnostic Data (as that term is defined in the DPA), or Professional Services Data.
- (t) **“Software”** means the software product(s) that are owned by or licensed to Spectrum in accordance to the terms of the Pricing Proposal. Third Party Components are not included in the definition of Software.
- (u) **“SOW” or “Statement of Work”** means a written statement of work executed by an authorized representative of each of the parties pursuant to the terms of the Pricing Proposal.
- (v) **“Support Data”** means all data, including without limitation all text, sound, video, image files, and/or software, that are provided to Microsoft by or on behalf of Customer (or that Customer authorizes Spectrum or Microsoft to obtain from the Hosting Services) through the provision of any Support Services to the Customer. For greater certainty, Personal Information provided to Microsoft by, or on behalf of, Customer in connection with the provision of technical support is also Support Data. Support Data is a subset of Professional Services Data.
- (w) **“Third Party Components”** means any third party telecommunications, energy/utility transportation, managed facilities and/or software applications and services that Spectrum or its service providers has licensed or purchased and provided access to or otherwise made available to Customer as part of the Services. Third Party Components includes but is not limited to Microsoft Azure®.
- (x) **“Universal License Terms”** shall have the meaning set out in Schedule “E”.
- (y) **“User(s)”** means an employee or volunteer of Customer that has been authorized by the Customer to access and use the Hosting Services in accordance with Section 2.

2. Delivery of the Hosting Services and Authorization

Subject to the terms and conditions of this Agreement, including without limitation, payment by Customer of the Professional Services Fees required for set-up and the Annual Hosting Fees, Spectrum hereby grants to Customer a personal, non-exclusive, non-transferable limited right during the Term:

- (a) to allow Users to access and use the Hosting Services in accordance with the Documentation solely for Customer's internal business purposes; and
- (b) to use, copy and modify the Documentation solely for the purpose of creating and using internal training materials relating to the Hosting Services.

All rights not expressly granted by Spectrum are reserved by Spectrum, its licensors and service providers. From time to time throughout the Term, at no additional charge to Customer, Spectrum may make upgrades, changes and/or improvements to the Hosting Services in order to enhance the Hosting Services and/or remedy any issues with the Hosting Services. No access to or use of the Hosting Services is permitted by any other entity or individual except as expressly provided in this Section 2.

3. Fees and Payments

- (a) In consideration of receiving the Hosting Services, Customer agrees to pay to Spectrum the Fees and all applicable travel and lodging expenses in accordance with the payment terms as defined in the Pricing Proposal. In consideration of receiving Professional Services, Customer agrees to pay the Professional Services Fees in accordance with the payment terms set out in the Pricing Proposal. Unless otherwise indicated, all dollar amounts referred in this Agreement are in lawful money of the United States of America. All Fees are non-refundable except as expressly set out in Section 14(e).
- (b) The Annual Subscription Fees, Professional Services Fees and any other fees set out in the Pricing Proposal are exclusive of taxes. Customer agrees to pay all foreign, federal, state, provincial, county or local income taxes, value added taxes, use, personal, property sales and any other taxes, tariff, duty or similar charges that may be levied by a taxing authority (excluding taxes on Spectrum's net income).
- (c) All invoices will be sent by electronic message. The message will be deemed delivered as of the date of the electronic message. The Annual Subscription Fees are due in advance of the Initial Term. The Annual Subscription Fees shall be invoiced thereafter on the annual anniversary date of the Initial Term. Payment for the Annual Subscription Fees shall be due and payable 30 days from the date of the invoice.
- (d) If any Fees are not paid when due, then at Spectrum's discretion, (a) such Fees may accrue late interest at the rate of 1.5% (18% per annum) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such fee was due until the date paid, and/or (b) Spectrum may suspend the Services, including all Customer access to the Hosting Services, pursuant to Section 14(b).

4. Term

Unless terminated earlier in accordance with the terms hereof, this Agreement shall commence on the Effective Date and shall continue for the period cocurrent with the term in the Pricing Proposal (the "**Initial Term**"). After the Initial Term, the Agreement shall be automatically renewed for successive one (1) year periods (each a "**Renewal Term**"). Spectrum may, at its sole discretion, institute a price increase within 30 days prior to the renewal date. For clarity, a Change Order is not required for the automatic renewal to occur or for Spectrum to effect a price increase. Customer will provide Spectrum written notice of its intention not to renew not less than sixty (60) days prior to the end of the then current term, otherwise additional charges may be incurred upon cancellation. The Initial Term and Renewal Term(s) shall collectively be referred to as the "**Term**".

5. Services Availability

- (a) Spectrum shall use commercially reasonable efforts to make the Hosting Services available to Users twenty four (24) hours per day, seven (7) days per week, subject to the terms further defined in Schedule "A".
- (b) Spectrum, shall be responsible for creating and maintaining all User account information, however, Customer, not Spectrum, shall be responsible for performing all other application level system administration functions that are available within the Hosting Services. The right to access the Hosting Services is contingent on the Users' acceptance of criteria for access. Spectrum reserves the right to modify or add additional criteria in order to allow Users to access to the Hosting Services at any time. Where possible, Spectrum will inform Customer of such criteria changes. Users who do not agree to the Spectrum access criteria will not be permitted to access the Hosting Services. Spectrum reserves its rights to restrict access to the Hosting Services to Users for any violation of any additional terms and conditions to which such Users accept/agree to access the Hosting Services.
- (c) Customer acknowledges that in order to provide the Hosting Services, Spectrum may be required to purchase Third Party Components. Customer further acknowledges that the availability of such Third Party Components is based solely on the best information available to Spectrum and its service providers as of the Effective Date including third party representations and government regulations and is subject to change during the Term with little or no advance notice. If any necessary Third Party Components are determined by Spectrum to be unavailable as a result of changes to any third party availability, governmental regulations or other condition or circumstance outside of Spectrum' control, then (a) Spectrum shall not be in breach hereof or otherwise liable for any failure or inability to provide the Hosting Services as a result of such unavailability of any Third Party Components; and (b) Spectrum may in its sole discretion modify, change or replace the applicable Third Party Components and otherwise attempt to mitigate the impact of the unavailability of Third Party Components, subject to the right to terminate set out in Section 13. Spectrum reserves the right to change, modify or replace any Third Party Components at any time and Spectrum may modify the terms and conditions of this Agreement effective immediately upon written notice to Customer as a result of any such changes or if any of the terms and conditions of Spectrum's agreement with its third party service provider or any other provider or licensor of Third Party Components are modified by such provider, subject to the right of Customer to terminate set out in Section 13.

6. Support Services

Spectrum will provide Support Services in accordance with the terms of the Pricing Proposal.

7. Data Privacy

- (a) Spectrum is committed to protecting Data that Spectrum receives from the Customer. Spectrum shall store and process Data in accordance with commercially reasonable practices, including reasonable safeguards to secure such Data from unauthorized access, disclosure, alteration and use.
- (b) Subject to any suspension in accordance with Sections 8(b) or 13, at all times during the Term, Customer will have the ability to access, extract and delete Data stored in the Hosting Services. Spectrum and its service provider may engage third parties to provide certain services on its behalf and Customer consents to the engagement of such third parties as subprocessors, which shall constitute Customer's prior written consent to the subcontracting by Spectrum and/or its service provider of the processing of Data (including Personal

Information) if such consent is required under the GDPR or other applicable law. Spectrum shall ensure that any such subprocessors are bound by written agreements that require them to provide at least the level of data protection required of Spectrum's and its service provider by this Agreement.

- (c) The User information that the Hosting Services will store and display includes, but is not limited to, first name, last name, email address and if applicable, the shifts the User has signed up for, for the purposes of the Customer. The information provided by the Users through use of the Hosting Services, either directly by their own action or indirectly through the actions of the Customer or Spectrum, may also be shared, through the use of the Hosting Services, with other Users affiliated with the Customer. Spectrum will not share Personal Information with entities other than Customer without the User's written consent, unless such entities are engaged in activities directly related to the operation and support of the Hosting Services. The user is solely responsible for removing their information from the system, either by their direct actions or by notifying Customer and Spectrum in writing of their desire to have their information removed.
- (d) Spectrum is located and established in the United States and Canada. Spectrum's third party service provider is Microsoft and Spectrum uses Microsoft's Azure® online services. To the extent permitted by applicable law and except as described in the Universal License Terms and the DPA, Data, Professional Services Data, PHI and other Personal Information collected under this Agreement that Microsoft processes on Customer, and Spectrum's behalf may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities. Customer understands and consents to the collection, storage, processing and transfer of Personal Information and PHI as described in this Agreement and Spectrum's Privacy Policy. Customer appoints Spectrum and Microsoft to perform any such transfer of Data and Personal Information to any such country and to store and process Data and Personal Information to provide the Services. Spectrum shall use commercially reasonable efforts to work with Microsoft personnel to configure the Hosting Service to store Data on Virtual Machines using Locally-Redundant Storage (LRS).
- (e) In the event Spectrum receives a legal order, demand or requests for Data, where permitted by law Spectrum shall: (i) promptly notify the Customer of any subpoenas, warrants, or other legal orders, demands or requests received by Spectrum seeking Data; (ii) consult with the Customer regarding its response; (iii) cooperate with the Customer's reasonable requests, at Customer's expense, in connection with efforts by the Customer to intervene and quash or modify the legal order, demand or request; and (iv) upon the Customer's request, provide the Customer with a copy of its response. If the Customer receives a subpoena, warrant, or other legal order, demand ("requests") or request seeking Data maintained by Spectrum, Customer will promptly provide a copy of the request to Spectrum. Spectrum will, where permitted by law, promptly supply Customer with copies of records or information required for the Customer to respond, and will cooperate with Customer's reasonable requests, and at Customer's expense, in connection with its response.
- (f) In the event the Data may be subject to privacy laws providing for the owners of the Data to review such Data or to challenge the collection and storage of the Data, Customer shall indemnify and reimburse Spectrum in relation to all reasonable fees and other disbursements paid by Spectrum to comply with such requests, whether by an individual or a government body, or to challenge such requests at either Spectrum's or Customer's request. Customer represents and warrants to Spectrum that as of the Effective Date no individual, government body or third party has requested a review of the Data or challenged the collection and storage of the Data to be stored in the Software.

8. Restrictions on Use

- (a)** Customer may access and use the Hosting Services only in accordance with this Agreement and shall comply, and shall ensure each of its Users complies, with the terms and conditions of this Section and such other applicable terms of use.
- i.** Customer may not give away, rent, lease or otherwise sell, re-sell, sublicense, distribute or transfer the license rights granted under this Agreement or otherwise use the Hosting Services except as expressly permitted by this Agreement without the prior written consent of Spectrum.
 - ii.** Customer agrees that it will not reverse engineer, decompile, translate or otherwise attempt to derive, or permit or help others to derive, the source code relating to all or any part of the Software or Hosting Services, or attempt to otherwise convert or alter the Software or Hosting Services into human readable code, except to the extent applicable law expressly prohibits the foregoing restriction.
 - iii.** Customer may duplicate Documentation, at no additional charge, for Customer's internal use so long as all required proprietary markings are retained on all duplicated copies.
 - iv.** No third party, other than duly authorized volunteers or employees of Customer authorized pursuant to Section 2 hereunder, shall have access to or use of the Hosting Services.
 - v.** Customer shall not copy, frame or mirror any part or content of the Hosting Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes.
 - vi.** Customer shall not access the Hosting Services in order to (i) build a competitive product or service; (ii) copy any ideas, features, functionality or graphics of the Hosting Services; or (iii) knowingly allow access to any competitor of Spectrum.
 - vii.** The Customer shall not transmit, upload, post, distribute, store or otherwise publish, through use of the Hosting Services, any data, material or Information that: (i) contains a software virus, Trojan horse, worm or other harmful or deleterious computer code, files or programs that may adversely affect any hardware or software, or that intercepts or misappropriates any data or information; (ii) is threatening, defamatory, libelous, harassing, profane, is an invasion of privacy, offensive, obscene or harmful; (iii) infringes or otherwise violates any patent, copyright, trademark, trade secret or other intellectual property or proprietary right of any third party; (iv) violates any law, statute, ordinance or regulation; or (v) includes unsolicited bulk e-mails, advertisements or solicitations.
 - viii.** Customer shall not interfere with, attempt to gain unauthorized access to, work around technical limitations in the Hosting Services that only allow Customer to use it in certain ways, or disrupt any device, network, account, data, services or networks connected to the system used to provide the Hosting Services or use the Hosting Services in any way that would provide harm to it or impair anyone else's use of it, and Customer may not download or otherwise remove copies of software or source code from the Hosting Services except as explicitly authorized.
 - ix.** Customer shall not use the Subscription Services in any situation where failure of the Hosting Services could lead to death or serious bodily harm of any person.
 - x.** Customer shall not provide the results of using the Hosting Services for the purposes of monitoring its availability, performance, functionality, benchmarking or competitive

analysis to any third party.

- (b) In addition to its termination rights under Section 14, Spectrum may restrict or limit Customer's access to the Hosting Services if Spectrum reasonably determines that Customer has engaged in or is likely to engage in (whether knowingly or unknowingly) any prohibited conduct described herein and such conduct, in Spectrum's reasonable opinion poses any risk of any kind or nature to Spectrum or its service providers' network, business or other customers. As promptly as practicable after becoming aware of Customer's engagement in any such prohibited conduct, Spectrum will use reasonable efforts to notify Customer of the restriction or limitation to Customer's access to the Hosting Services unless Spectrum believes that an immediate suspension is required and will promptly restore Customer's access after Spectrum has had reasonable assurance that such conduct has been permanently discontinued. In addition to and without limiting the foregoing, Spectrum reserves the right to refuse to post or to remove in whole or in part any information or materials provided or submitted by or on behalf of Customer in connection with its use of the Hosting Services that Spectrum determines, in its reasonable discretion, are either in violation of this Agreement or pose any risk of any kind or nature to Spectrum or its service provider's network, business or other customers.

9. Customer Responsibilities

- (a) **Customer Equipment.** Customer agrees that it shall be responsible, at its sole expense, for providing all Internet access, including but not limited to obtaining, installing and maintaining all equipment, hardware, network, Internet or direct telecommunications connections and software applications (e.g. web browser) at Customer's facilities required for Users to access and use the Hosting Services. Spectrum shall not be responsible for the operation of any Internet, network or other communication services. Customer further acknowledges that access to and the operation of the Hosting Services requires Customer's and Users' hardware to be of sufficient quality, condition and repair, and Customer agrees to and/or to ensure that Users' maintain their applicable hardware in the appropriate quality, condition and repair at its sole cost and expense.
- (b) **Passwords.** Customer agrees to comply with all of Spectrum's and its service providers' security policies and procedures made available to it and as may be amended from time to time. Customer and its Users shall be responsible for keeping any and all passwords and user ID's assigned to it its Users secret and confidential. Customer agrees that it is and shall remain solely and completely liable for any communications or other uses that are made using Customer's or its Users' passwords and user ID's, as well as any obligation that may result from such use. Customer agrees to notify Spectrum in writing promptly if it believes that a password has been stolen or might otherwise be misused. Customer agrees to notify Spectrum immediately of any unauthorized use of any password or user ID or any other breach of security suspected by Customer related to the Hosting Services. Sharing accounts and logins is strictly prohibited. Should Customer allow Users to share accounts, it shall be deemed a material breach of this Agreement and Spectrum will not be held liable for any data breach, loss, corruption or other issues resulting from a compromised account.
- (c) **Users.** The Customer is responsible for: (i) the actions of Users using the Hosting Services in accordance with this Agreement; (ii) ensuring that Users agree to any further terms and conditions as may be provided by Spectrum from time to time for Users; and (iii) informing Spectrum of any information about Users' actions that may affect either the Hosting Services or third party data contained in or used by the Hosting Services, or Spectrum's ability to provide the Hosting Services or other Services as contemplated by this Agreement.
- (d) **Compliance with Laws.** The Subscription Services are subject to U.S. export jurisdiction. Customer hereby represents and warrants to Spectrum that it and its Users will at all times

be in compliance with all applicable local, state, federal and international laws including but not limited to those laws regarding restrictions on exports and economic sanctions (including the International Traffic in Arms Regulations, the U.S. Export Administration Regulations, end-user, end use and destination restrictions by Canadian, U.S. and other governments related to Spectrum and its service provider's products, services and technologies), biometric data, defamation, libel, harm to reputation, privacy, security, data protection, misuse or failure to protect Personal Information including but not limited to PHI, violation of secrecy, confidentiality (including confidentiality of communications), unfair competition, Data Protection Requirements, and other situations which could generate liability. Customer is responsible for determining whether the Hosting Services are appropriate for storage and processing of information subject to any specific law or regulation and for using the Hosting Services in a manner consistent with Customer's regulatory and legal obligations. Without limiting the generality of the foregoing and subject to the terms of this Agreement, Customer is responsible for obtaining any necessary license or other authorization to export, re-export, or transfer the Hosting Services. Customer represents that it and its Users are not named on a U.S. government exclusion list; and Customer further warrants that it shall immediately discontinue use of the Hosting Services if Customer or any User using the Hosting Services becomes placed on any such list. Customer is responsible for responding to any request from a third party regarding Customer's use of the Hosting Services, such as a request to take down content under the U.S. Digital Millennium Copyright Act or other applicable laws. Customer further represents and warrants to Spectrum that the use of the Hosting Services by it and its Users will not cause a breach of any agreements with any third parties or unreasonably interfere with (A) other Spectrum customers' use of the Hosting Services; (B) third party's use of the facilities or services that are used by Spectrum to provide the Hosting Services; or (C) other customer's use or access to a Third Party Component.

- (e) **Data Security.** Customer acknowledges and agrees that use of or connection to the Internet is inherently insecure and provides opportunity for unauthorized access by a third party to Customer's and its Users' (as well as Spectrum's and its service providers') computer systems, networks and any and all information stored therein. Customer is solely responsible for making an independent determination as to whether the technical and organizational measures for the Hosting Services meet Customer's requirements, including any of its security obligations under applicable Data Protection Requirements. Customer acknowledges and agrees that (taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of the processing of its Personal Information as well as the risks to individuals) the security practices and policies implemented by Spectrum and its service providers provide a level of security appropriate to the risk with respect to its Personal Information. Customer is responsible for implementing and maintaining privacy protections and security measures for components that Customer provides or controls, including without limitation, A) application level privacy and security settings within the Software; and B) ensuring that (i) Customer's computer systems are secure and protected from unwanted interference (such as "hackers" and viruses); (ii) all transmissions are screened for viruses or other harmful code prior to transmission to Spectrum' servers; and (iii) Data is encrypted. Some content may be subject to governmental regulations or may require security measures beyond those specified by Spectrum for an offering. Customer will not input or provide such content unless Spectrum has first agreed in writing to implement additional required security measures. Details regarding Spectrum's service providers' security measures and practices are available at the links set out in Schedule "B" to this Agreement.

SPECTRUM DOES NOT GUARANTEE THE PRIVACY, SECURITY, AUTHENTICITY, AND NON-CORRUPTION OF ANY INFORMATION TRANSMITTED OR STORED IN ANY SYSTEM CONNECTED TO THE INTERNET. WE SHALL NOT BE RESPONSIBLE FOR ANY ADVERSE CONSEQUENCES WHATSOEVER OF CUSTOMER'S OR ITS USERS' CONNECTION TO OR USE OF THE INTERNET, AND SPECTRUM SHALL NOT BE

RESPONSIBLE FOR ANY USE BY CUSTOMER OR ANY USER OF CUSTOMER'S INTERNET CONNECTION IN VIOLATION OF ANY LAW, RULE OR REGULATION

- (f) **Third Party Components.** Customer agrees to comply with and be bound by the additional terms and conditions applicable to the Third Party Components set out in Schedule "B" to this Agreement.
- (g) **Trained Users.** Customer shall ensure that its personnel are, at relevant stages of the project, educated and trained in the proper use of the Hosting Services in accordance with applicable Spectrum help articles and instructions. If Customer's personnel are not properly trained as mutually determined by Spectrum and the Customer, Customer agrees that such personnel will be trained by Spectrum or the Customer within forty-five (45) days of determination. If Customer desires Spectrum to perform the required training then Spectrum shall be compensated in accordance with this Agreement.
- (h) **Indemnification.** Customer is solely responsible for Data, its use, and its Users' use, of the Services in any way, and all legal liability arising out of or relating thereto. Customer shall defend, indemnify and hold Spectrum and its third party service providers, if applicable, and each of their respective officers, directors, employees and agents (the "Indemnities") harmless from and against any and all losses, costs, damages and expenses (including reasonable attorney's fees) that the Indemnities may suffer in connection with any demands, claims, actions, suits or proceedings arising out of or in connection with (i) the use of the Hosting Services including but not limited to any Third Party Components by Customer or its Users; (ii) any breach by Customer or its Users of this Agreement; or (iii) Data and Professional Services Data, including but not limited to any third party claims that the inclusion, use, reference, incorporation of or linking to any third party materials or the Data and/or Professional Services Data violates such third party's copyright and/or other intellectual property, privacy or other rights, or that such use is illegal.

10. Professional Services

- (a) **Performance of Professional Services.** Performance of the Professional Services shall be subject to the terms of the Pricing Proposal.
- (b) **Cooperation by Customer.** Customer acknowledges that the success and timeliness of the implementation process shall require the active participation and collaboration of Customer and its staff, and agrees to act reasonably and co-operate fully with Spectrum in its performance of the Professional Services.
- (c) **Project Manager.** Customer shall appoint a project manager who shall work closely with Spectrum to facilitate the successful completion of the implementation process and who shall be responsible for supervising Customer staff and ensure their co-operation with and participation in such process during any Professional Services engagement.

11. Warranty and Disclaimer

- (a) **Limited Warranty.** Spectrum warrants to Customer during the Term that the Hosting Services shall be performed at the service level availability and the Software shall function substantially in accordance with the specifications, as stated in Spectrum's documentation provided to Customer, provided that all use of the Services is for the purposes and in the environment for which they were designed and in accordance with such specifications and this Agreement. Customer's sole remedy in the event the Hosting Services do not conform

to the foregoing limited warranty is for Spectrum to use commercially reasonable efforts to correct such non-conformance and the right to terminate this Agreement in accordance with Section 13.

(b) Disclaimer. TO THE GREATEST EXTENT PERMITTED BY LAW, EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET OUT IN THIS SECTION 12(a), THE HOSTING SERVICES, THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT ARE PROVIDED TO CUSTOMER "AS IS" AND THERE ARE NO OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE, REGARDING THEM OR ANY OTHER PRODUCT, SERVICE OR MATERIAL PROVIDED HEREUNDER OR IN CONNECTION HERewith.

SPECTRUM, ITS SERVICE PROVIDERS, LICENSORS AND SUPPLIERS DISCLAIM ANY IMPLIED WARRANTIES OR CONDITIONS REGARDING THE HOSTING SERVICES, THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, SERVICES AND MATERIALS PROVIDED HEREUNDER OR IN CONNECTION HERewith, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT.

SPECTRUM, ITS SERVICE PROVIDERS AND LICENSORS DO NOT REPRESENT OR WARRANT THAT THE HOSTING SERVICES OR THE SOFTWARE SHALL OPERATE ERROR FREE OR UNINTERRUPTED, SHALL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT ALL ERRORS OR DEFECTS IN THE SUBSCRIPTION SERVICES OR SOFTWARE CAN BE FOUND OR CORRECTED.

WITHOUT LIMITING THE FOREGOING, SPECTRUM AND ITS SERVICE PROVIDERS AND LICENSORS DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER WITH REGARD TO PRODUCTS OR SERVICES FROM THIRD PARTIES (INCLUDING WITHOUT LIMITATION THE THIRD PARTY COMPONENTS, THE HARDWARE, THIRD PARTY TELECOMMUNICATIONS PROVIDERS, THE OPERATION OF THE INTERNET, NETWORK OR OTHER COMMUNICATION SERVICES) AND ASSUMES NO RESPONSIBILITY OR LIABILITY WITH RESPECT TO THE FOREGOING OR THE APPROPRIATENESS OF YOUR DATA MANAGEMENT SYSTEM OR THE ACCURACY OF DATA CONTAINED IN SUCH SYSTEM.

NO AGREEMENTS VARYING OR EXTENDING ANY EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT SHALL BE BINDING ON EITHER PARTY UNLESS IN WRITING AND SIGNED BY AN AUTHORIZED SIGNING OFFICER OF SPECTRUM.

12. Limitations on Liability

TO THE GREATEST EXTENT PERMITTED BY APPLICABLE LAW, CUSTOMER AGREES THAT THE ENTIRE LIABILITY OF SPECTRUM AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO THE HOSTING SERVICES, THE SUPPORT SERVICES, THE PROFESSIONAL SERVICES AND ANY OTHER PRODUCTS, MATERIALS OR SERVICES SUPPLIED BY SPECTRUM IN CONNECTION WITH THIS AGREEMENT FOR DAMAGES FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES AND SHALL NOT EXCEED IN THE AGGREGATE THE ANNUAL HOSTING FEES PAID BY CUSTOMER TO SPECTRUM UNDER THIS AGREEMENT DURING THE THEN-CURRENT TERM (NOT TO EXCEED TWELVE MONTHS).

CUSTOMER FURTHER AGREES THAT IN NO EVENT SHALL SPECTRUM BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING FUNDAMENTAL BREACH OR NEGLIGENCE, FOR ANY INDIRECT, PUNITIVE, CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION FOR LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE ANTICIPATED SAVINGS, LOST OR DAMAGED DATA, LOSS OF GOODWILL, BUSINESS OPPORTUNITIES OR REPUTATION, OR ECONOMIC LOSS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGES, OR SUCH LOSSES OR DAMAGES ARE FORESEEABLE.

13. Suspension and Termination

(a) Hosting Services may be suspended as follows:

Spectrum may suspend use of the Hosting Services without terminating this Agreement during any period of material breach, and Spectrum will give Customer notice before suspending Hosting Services for material breach when reasonable as determined by its service provider. Spectrum may also suspend use of the Hosting Services for any violation of Section 8 or any other acceptable use provisions that form part of the terms of Schedule "B", and in accordance with Section 8(b). Unless Spectrum or its service provider believes an immediate suspension is required, Spectrum will provide reasonable notice before suspending Hosting Services for a violation of Section 8 or any other acceptable use provision that form part of the terms of Schedule "B".

(b) This Agreement may be terminated as follows:

- i. If either party is in material breach of any of its obligations or any provision under this Agreement, the other party must notify the breaching party in writing of such default (a "**Default Notice**"). Upon receipt of a Default Notice, the breaching party must correct the default at no additional cost to the other party within ninety (90) days, or issue a written notice of its own disputing the alleged default within thirty (30) days, of the date of receipt of a Default Notice. If the breaching party fails to correct the default within such ninety (90) day period, and did not issue a notice disputing the alleged default within such thirty (30) day period, the other party may terminate this Agreement upon written notice to the other party to that effect;
- ii. If Customer has failed to pay any amounts when due under this Agreement, Spectrum shall have the right to (i) suspend performance of the Services (including Customer access to the Hosting Services) until all amounts are paid in full; and/or (ii) terminate this Agreement effective immediately upon written notice to Customer to that effect;
- iii. Spectrum may terminate this Agreement effective immediately upon written notice to Customer if Customer has breached its obligations of confidentiality or any intellectual property right or proprietary right of Spectrum or its service providers;
- iv. Either party may terminate this Agreement effective immediately upon written notice to the other party if the other party: (i) becomes insolvent; (ii) becomes the subject of any proceeding under any bankruptcy, insolvency or liquidation law, whether domestic or foreign, and whether voluntary or involuntary, which is not resolved favorably to the subject party within ninety (90) days of commencement thereof; or (iii) becomes subject to property seizure under court order, court injunction or other court order which has a material adverse effect on its ability to perform hereunder; or
- v. If any such modification, change or replacement of the original Third Party Components pursuant to Section 5(c) includes a material price increase with respect to the Services enabled by such Third Party Components or impairs Customer's ability to utilize such Services in substantially the same manner as they were utilized prior to the modification,

change or replacement, Customer may cancel the Services and terminate this Agreement by providing written notice to Spectrum within twenty (20) days after Customer's receipt of notification of such material price increase or discovery of such impairment. If any modification to the terms and conditions of this Agreement made by Spectrum pursuant to Section 5(c) due to a change in the terms of its agreement with a provider of the Third Party Components are material in nature, then Customer shall have the right to terminate this Agreement upon written notice to Spectrum given within fourteen (14) days of the date of notice from Spectrum of such modified terms.

- vi. Customer may terminate this Agreement within thirty (30) days of the Effective Date for any reason by providing written notice to Spectrum to that effect within such thirty day period.

14. Effects of Termination

In the event of termination or expiration of this Agreement:

- (a) All rights granted to Customer in this Agreement shall immediately terminate and Spectrum will immediately cease to perform or provide the Services.
- (b) Customer will pay all amounts due under this Agreement up to and through the date of termination and all costs reasonably incurred in collecting the amounts due to Spectrum (including court costs, attorney fees, and repossession charges to the extent not prohibited by law).
- (c) Customer shall return to Spectrum, or at Spectrum's option, purge or destroy all copies of any Confidential Information of Spectrum in its possession or under its control (except as required under any statute or legislation related to retention requirements), and provide written confirmation from an officer of Customer confirming same within thirty (30) days pursuant to the notice requirements in Section 18(b) of this Agreement.
- (d) Except as otherwise provided in this Agreement, termination of this Agreement shall not affect any right of action of either party arising from anything which was done or not done, as the case may be, prior to the termination taking effect.
- (e) Except as otherwise expressly provided in this Section 14(e), any cancellation and/or termination of this Agreement prior to the end of the Initial Term or Renewal Term shall result in the following: an acceleration of all Annual Hosting Fees due for each year of the Initial Term or Renewal Term not already invoiced and/or paid, which amount will be due immediately. This section will not affect Spectrum's right to collect any further invoiced amounts for other Professional Service Fees. If Customer terminates this Agreement within thirty (30) days of the Effective Date in accordance with Section 13(b)(vi), Customer will pay all Fees due under this Agreement up to the effective date of termination and will pay an amount that is equal to fifty percent (50%) of the Annual Subscription Fees applicable to the remainder of the then-current Term unless all Annual Subscription Fees have already been paid in full, in which case Customer will be entitled to receive a refund in an amount that is equal to fifty percent (50%) of the Annual Subscription Fees paid by Customer to Spectrum for the Hosting Services that is applicable to the remainder of the then-current Term.
- (f) Conditional upon Customer's payment of all Fees that are due to Spectrum, Spectrum will allow Customer to access the Hosting Services for up to seven days in order to export any remaining Data using standard tools as available in the Hosting Services. If requested by the Customer, Spectrum will provide the Customer with a copy of remaining Data in a format and for a cost, paid in full, as mutually agreed upon between the parties in writing (typically a .csv file). The anticipated services to provide a copy of the Data are five (5) business days and

will be billed at Spectrum's then current daily rate. Subject to any legal requirement that Spectrum must retain a copy of the Data, Spectrum shall not delete the Data for ninety (90) days from the date of termination except: (i) where it has received written instructions from Customer to delete the Data. Following ninety (90) days from the date of termination if Customer has not communicated with Spectrum regarding the Data, Spectrum shall have the right to delete all Data at any time as either required by law or as determined by Spectrum in its sole discretion. Notwithstanding the foregoing, Spectrum shall be permitted to delete all Data without providing notification to Customer and Spectrum shall not be required to adhere to the time frames detailed above where Spectrum is required by law to delete such Data. Spectrum and its service provider have no liability for the deletion of Data, and Personal Information as described in this section. Notwithstanding the foregoing, if the Customer, upon termination of this Agreement, wishes to move the Software to an "on-premises" or their own cloud environment, Spectrum shall, upon mutually agreed to terms and pricing, assist such transfer.

15. Ownership

- (a) **By Spectrum.** Spectrum, and its service providers and licensors, are and shall at all times remain the owner of all copyright, trademarks, trade secrets, patents and any other intellectual property rights in and to the Services, Software, and related documentation, materials, logos, names and other support materials provided pursuant to the terms of this Agreement. Customer shall acquire no right whatsoever to all or any part of the Services, Software or underlying software except the limited right to access and use the Hosting Services in accordance with the terms of this Agreement and Spectrum, its service providers and its licensors reserve all rights not expressly granted to Customer. Customer must fully reproduce any copyright or other notice marked on any part of the documentation or other materials on all authorized copies and must not alter or remove any such copyright or other notice. Customer hereby grants to Spectrum a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services, Software, and underlying software any suggestions, ideas, enhancement requests, recommendations or other feedback provided by Customer relating to the operation of the Services or Software ("**Feedback**"). Customer warrants that 1) it will not provide Feedback that is subject to a license requiring Spectrum or its service provider to license anything to third parties because Spectrum or its service provider exercises any of the above rights in Customer's Feedback; and 2) it owns or otherwise controls all of the rights to such Feedback and that no such Feedback is subject to any third-party rights (including any personality or publicity rights).
- (b) **Customer Data.** As between Spectrum and Customer, all Data will remain the sole and exclusive property of Customer. Customer is solely responsible for ensuring the accuracy, quality, integrity, reliability, appropriateness and right to view and use the Data. The Customer represents and warrants to Spectrum that: (i) Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Spectrum from Customer is owned exclusively by Customer and that the Customer has full right and title to provide the Data, Professional Services Data and Personal Information to Spectrum and its service providers; (ii) Data, Professional Services Data, and Personal Information, that is either provided to or acquired by Spectrum is subject to a privacy policy in effect as of the Effective Date and throughout the Term, and Customer's customers have provided to Customer their written consent for its collection, use and storage by Spectrum and its third-party service providers in accordance with this Agreement and in any jurisdiction in North America; (iii) Customer complies with all applicable Data Protection Requirements, and other privacy legislation in the performance of its obligations hereunder in respect of any Data, Professional Services Data, and Personal Information, collected, used, transferred, created or disclosed pursuant to this Agreement; and (iv) Customer will not provide Spectrum with data of any kind for which Spectrum or its service providers either have no need or do not have the right to collect, use and store under the terms of this Agreement.

(c) **License to Data.** Subject to the terms and conditions of the Agreement, Customer grants to Spectrum, its service providers (as applicable) and licensors a world-wide, non-exclusive, royalty-free license to: (i) access, use and otherwise process the Data and Professional Services Data for the purposes of operating, maintaining and improving the Services and Professional Services, and for Microsoft's legitimate business operations as detailed and limited in the DPA; and (ii) aggregate or compile Data with the customer data of other customers using the Services so long as such aggregation or compilation omits any data that would enable the identification of Customer, its clients or any individual, company or organization ("**Aggregated Data**"). Spectrum shall have a worldwide, perpetual, royalty-free license to use, modify, distribute and create derivative works based on such Aggregated Data, including all reports, statistics or analyses created or derived therefrom. Additionally, Customer grants Spectrum the right to access Data to provide feedback to Customer concerning its use of the Services.

Access to Data by any outside party shall only be in accordance with the terms of this Agreement, the DPA or where required by law. Customer agrees that this Agreement (including the DPA and Universal License Terms) along with the Documentation and Customer's use and configuration of features in the Hosting Services, are Customer's complete and final documented instructions to Spectrum and Microsoft for the processing of Personal Information. Customer agrees that this Agreement (including the DPA and Universal License Terms) along with any statement of work agreed between the parties, are Customer's complete and final documented instructions to Spectrum and Microsoft for the processing of Personal Information contained with the Data and Professional Services Data. Any additional or alternate instructions must be agreed to according to the process for amending this Agreement set out in Section 11.

16. Confidential Information

The parties agree to keep confidential any and all Confidential Information with respect to the other party which it has received or may in the future receive in connection with this Agreement and shall only disclose such Confidential Information of the other party (i) to its agents, employees or representatives who have a need to know such information ("**Representatives**"), for the purpose of performance under this Agreement and exercising the rights granted under this Agreement, and who have entered into a non-disclosure agreement at least as protective of the other party's Confidential Information as this Agreement, or (ii) to the extent required by applicable law or during the course of or in connection with any litigation, arbitration or other proceeding based upon or in connection with the subject matter of this Agreement, provided that the receiving party shall give the disclosing party reasonable notice prior to such disclosure and shall comply with any applicable protective order or equivalent. The parties each agree to hold the other party's Confidential Information in confidence and to take all reasonable steps, which shall be no less than those steps it takes to protect its own confidential and proprietary information, to protect the Confidential Information of the other party. Each party remains responsible for the use of Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, Customer must promptly notify Spectrum. A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order. These obligations apply (1) for Data, until it is deleted from the Hosting Services; and (2) for all other Confidential Information, such obligations shall survive the termination or expiration of this Agreement.

17. Governing Law and Disputes

(a) **Governing Law; Venue.** The governing law and venue shall be the same as the Pricing Proposal.

(b) Disputes. Except where this Agreement explicitly states that this Section does not apply, any controversy or claim arising out of or relating to this Agreement, including its formation, performance, or breach, can only be settled in accordance with the following sequence of dispute resolution procedures. First, executive officers of the parties shall meet to attempt to resolve their issues based upon advance written submissions to each other, if the parties day to day relationship managers are unable, after reasonable effort, to resolve their issues. Second, if the executive officers are unable to resolve their issues, the parties agree to submit any claim, controversy or dispute arising out of or relating to this Agreement or the relationship created by this Agreement to non-binding mediation before bringing a claim, controversy or dispute in a court or before any other tribunal. The mediation is to be conducted in English by either an individual mediator or a mediator appointed by mediation services mutually agreeable to the parties. Such mediator shall be knowledgeable in software system agreements. The mediation shall take place at a time and location in New York, New York which is also mutually agreeable; provided; however, in no event shall the mediation occur later than ninety (90) days after either party notified the other of its desire to have a dispute be placed before a mediator. The costs and expenses of mediation, including compensation and expenses of the mediator (and except for the attorneys' fees incurred by either party), is to be shared by the parties equally. If the parties are unable to resolve the claim, controversy or dispute within ninety (90) days after the date either party provides the other notice of mediation, then either party may bring and initiate a legal proceedings to courts located in New York, New York to resolve the claim, controversy or dispute unless the time period is extended by a written agreement of the parties. Nothing in this Section shall inhibit a party's right to seek injunctive relief at any time. A party shall not bring a claim more than two (2) years after such party first became aware of the claim.

18. General

- (a) Entire Agreement.** This Agreement and the Schedules attached to this Agreement (and all documents referenced in the Schedules) constitute the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, representations, negotiations, understandings, arrangements, and communications between the parties, both written and oral, relating to the subject matter hereof. No terms and conditions in any Customer orders, or in any other documentation employed by or on behalf of Customer in connection with this Agreement, regardless of the date of such documentation, will affect the terms of this Agreement, even if such document is accepted by the receiving party, with such provisions being deemed deleted. This Agreement may only be modified by a written amendment signed by an authorized representative of each of the parties except that Spectrum may modify this Agreement as set forth in Section 5(c) and Customer acknowledges and agrees that the terms and conditions set out in all third party documents referenced in a Schedule to this Agreement, together with the links to such documents, may be amended at any time effective upon posting by such third party to the third party's website.
- (b) Notice.** Any notice required or permitted to be given by any party pursuant to this Agreement shall be given by means of electronic message. The notice shall be conclusively deemed given and received on the date the electronic message is sent.

The electronic message shall be addressed, in the case of Spectrum, to:

mbriglio@harriscomputer.com

and in the case of the Customer, to:

finance@perkasieborough.org

Each party may change its particulars respecting notice, by issuing notice to the other party in the manner described in this Section 18(b).

- (c) **Use of Name.** Customer authorizes Spectrum to disclose the fact that Customer is a customer of Spectrum and uses the Services. Customer agrees to the following promotional activities in relation to the purchase of Spectrum's solutions, products and services: (i) Customer permits Spectrum to issue a mutually agreed upon press release announcing Customer's subscription to purchase Spectrum's products and services; and (ii) Customer grants Spectrum the right to reasonably include Customer's name and logo in published lists referencing the users of the products and services of Spectrum. Customer may unilaterally withdraw their consent to the above promotional activities at any time by providing written notice to Spectrum of said revocation.
- (d) **Waiver.** No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.
- (e) **Assignment.** Customer may not assign any of its rights or duties under this Agreement without the prior written consent of Spectrum, such consent not to be unreasonably withheld. This Agreement shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and permitted assigns.
- (f) **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable under any applicable law, then such provision shall be deemed modified to the extent necessary in order to render such provision valid and enforceable. If such provision may not be so saved, it shall be severed and the remainder of this Agreement shall remain in full force and effect.
- (g) **Allocation of Risk.** Customer acknowledges and agrees that the warranty disclaimer and limitation of liability contained in this Agreement are fundamental elements of the basis of the bargain between Spectrum and Customer and set forth an allocation of risk reflected in the fees and payments due hereunder.
- (h) **Relationship.** The parties are and shall at all times remain independent contractors in the performance of this Agreement and nothing herein shall be deemed to create a joint venture, partnership or agency relationship between the parties. Neither party will have the power to bind the other party or to contract in the name of or create any liability against the other party in any way for any purpose. Neither party will be responsible for the acts or defaults of the other party or of those for whom the other party is law responsible.
- (i) **Equitable Relief.** Customer acknowledges and agrees that it would be difficult to compute the monetary loss to Spectrum arising from a breach or threatened breach of this Agreement by Customer and that, accordingly, Spectrum will be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages in the event of a breach or threatened breach of this Agreement by Customer.
- (j) **Force Majeure.** No default, delay or failure to perform on the part of Spectrum shall be considered a breach of this Agreement where such default, delay or failure is due to a force majeure or to circumstances beyond its control. Such circumstances will include, without limitation, strikes, riots, civil disturbances, actions or inactions concerning government authorities, epidemics, pandemics, war, terrorist acts, embargoes, severe weather, fire, earthquakes, floods, acts of any governmental body, acts of God or the public enemy or default of a common carrier, unavailability of Third Party Components or other disasters or events.

- (k) Survival.** Sections 1 (Definitions), 3 (Fees and Payment), , 7(f), 8 (Restrictions on Use), 9(d) (Compliance with Laws), 9(e)(Data Security), 9(h) (Indemnity), 11(b) (Warranty Disclaimer), 12 (Limitations of Liability), 14 (Effects of Termination), 15 (Ownership), 16 (Confidential Information), 17 (Governing Law & Disputes), 18 (General) and any other provision of this Agreement which is required to ensure that the parties fully exercise their rights and their obligations hereunder shall survive any termination or expiration of this Agreement unless and until waived expressly in writing by the party to whom they are the benefit.
- (l) Government Users Only.** If Customer is an agency or instrumentality of the United States Government, the software underlying the Hosting Service is “commercial computer software” and pursuant to FAR 12.212 or DFARS 227.7202, and their successors, as applicable, and the use, reproduction and disclosure of such software and any documentation are governed by the terms of this Agreement.
- (m) Counterparts:** This Agreement may be executed in counterparts (whether by facsimile signature, PDF via email, or otherwise), each of which when so executed shall constitute an original and all of which together shall constitute one and the same instrument. This Agreement may also be executed by electronic signatures, and such electronic signatures shall have the same binding effect as handwritten signatures and shall be binding on all parties.

IN WITNESS WHEREOF, Spectrum and the Customer have duly executed this Agreement to be effective on the Effective Date first written above.

N. Harris Computer Corporation

Perkasie Borough Electric/Finance

Mark Briglio

Signature
Mark Briglio

Signature

Name
Regional Sales Representative

Name

Title

Title

08/22/25

Date

Date

Schedule "A" **Service Availability**

Availability and Uptime Objectives:

1. Availability of the Hosting Services is defined as when the Hosting Services are operational and accessible via a public internet connection. The Hosting Services shall be unavailable during certain scheduled downtime periods for the purpose of conducting maintenance and upgrades to the Hosting Services.
2. Uptime is defined as the time that the Hosting Services are either available or in scheduled downtime. Specific Service Level Objectives relating to Uptime are as follows:
 - a. As measured by a 3rd party on behalf of MUNICIPAL SOFTWARE U.S., INC. , A DIVISION OF N. SPECTRUM COMPUTER CORPORATION, the MUNICIPAL SOFTWARE U.S., INC. , A DIVISION OF N. SPECTRUM COMPUTER CORPORATION application shall be available 99.95% of the time for the calendar year.
 - b. In non-emergency situations, Spectrum shall notify Customer a minimum of three (3) calendar days prior to any period of scheduled downtime.
 - c. In the case of an emergency or other non-routine maintenance event, Spectrum reserves the right to suspend the Hosting Services and Customer's access to the Hosting Services for purposes of conducting such maintenance work at any time as deemed appropriate by Spectrum in its sole discretion, without prior notice to Customer, but will use best efforts to notify Customer of such suspended access as soon as practically feasible.

Spectrum shall make commercially reasonable efforts to achieve the service level objectives described herein.

3. Spectrum will not be responsible for any failure to meet the above Service Level Objectives if the failure is caused by:
 - a. Customer's network infrastructure (equipment, software or other technology), Customer's connection to the Internet or an Internet failure beyond the control of Spectrum;
 - b. A breach of the Agreement by Customer, its employees, subcontractors or agents ("Customer Representatives");
 - c. An error or the negligence or intentional acts or omissions of Customer Representatives or Users;
 - d. Emergency or Scheduled maintenance or other mutually agreed upon downtime; or
 - e. Any other force majeure event, as set out in the Agreement.

Schedule “B”

Third-Party Components

Microsoft Azure

Customer agrees that the additional terms set out in Microsoft’s Universal License Terms for Online Services (Azure) and the Product Terms (Online Services – Azure), available at <https://www.microsoft.com/en-us/licensing/product-licensing/products> (the “**Universal License Terms**”), apply to Customer’s use of the Hosting Services and the Microsoft Product and Services Data Protection Addendum (“DPA”) available at available at <https://aka.ms/DPA> sets out the parties obligations with respect to processing and security of Data and Personal Information in connection with Customer’s use of the Hosting Services and to the processing and security of Professional Services Data, and Personal Information in connection with the provision of any professional services and support services performed by Microsoft related to the Hosting Services. For clarity, the DPA applies only to the processing of data in environments controlled by Microsoft and its subprocessors, including data sent to Microsoft by the Microsoft products and the Services but does not include data that remains on Customer’s premises or in any Customer selected third party operating environments. The Universal License Terms and the DPA may be changed from time to time. Customer should review such documents carefully, both at time of acceptance of this Agreement and periodically thereafter, and fully understand all terms and conditions applicable to the Services.

Information regarding Microsoft Azure’s data residency and transfer policies is available at the following link: www.microsoft.com/en-us/trustcenter/privacy/where-your-data-is-located.

An overview of how encryption is used in Microsoft Azure (for data at rest and data in transit) is available at the following link: <https://docs.microsoft.com/en-us/azure/security/security-azure-encryption-overview>.

High Risk Use: Customer must consider whether its specific use of these technologies is safe. The Hosting Services are not designed or intended to support any use in which a service interruption, defect, error, or other failure of the Hosting Services could result in the death or serious bodily injury of any person or in physical or environmental damage (collectively, “**High-Risk Use**”). Customer’s High-Risk Use of the Hosting Services is at its own risk. Customer agrees to defend, indemnify and hold Spectrum and Microsoft harmless from and against all damages, costs and attorneys’ fees in connection with any claims arising from a High-Risk Use associated with the Hosting Services, including any claims based in strict liability or that Spectrum and/or Microsoft was negligent in designing or providing the Services to Customer.

The foregoing information, including the links to such information, may be changed from time to time therefore Customer is encouraged to review such information periodically.

JEFFREY P. GARTON
DOUGLAS C. MALONEY
THOMAS J. PROFY, IV†
FRANCIS X. DILLON
JOHN A. TORRENTE*
STEVEN M. JONES
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NEW HOPE OFFICE
123 W. BRIDGE STREET
NEW HOPE, PA 18938
215.862.0701

December 30, 2025

VIA EMAIL

finance@perkasiaborough.org

Rebecca Deemer, Finance Director
Perkasie Borough
PO Box 96
620 West Chestnut Street
Perkasie, PA 18944

Re: *Hosting Services Agreement/N. Harris Computer Corporation*

Dear Rebecca:

Pursuant to your request, I reviewed the latest iteration of the proposed Hosting Services Agreement. In that regard, my comments with respect to same are as follows:

1. As I said previously, it would be nice if they would remove electric and finance, unless you need it to identify the services being provided. Are all of the services to be provided by Spectrum related solely to electric and finance?

2. Paragraph 1

(c) – Are you satisfied that the definition of “Confidential Information” is all inclusive to cover all Borough information that may be hosted, or served, by Spectrum?

(e) – Please review Schedule “B”, which describes what DPA consists of.

(l) – Are you satisfied not to be more explicit with respect to the definition of “Personal Information”?

Please review all of the definitions to make sure you are satisfied with same, as they appear to be technical terms, and from my review they appear to be satisfactory. I would appreciate your confirmation of that conclusion.

3. Paragraph 3 – Where are the fees and payments noted?
4. Paragraph 4 – The term is identified as set forth in the pricing proposal. Depending upon the pricing proposal, the contract could be one (1) to three (3) years in length. Please also note that after the initial term, it automatically renews for an additional one (1) year period, unless Spectrum and/or the Borough elect to terminate the Agreement. Also, Spectrum, i.e., Harris, has the right and the sole discretion to institute a price increase, and if the Borough does not terminate the contract, you are accepting the renewal price and the renewal term.
5. Paragraph 5 – Please review the contents of Schedule “A” to see whether the service availability is satisfactory to the Borough.
6. Paragraph 7 – Again, please review the commitments to the Borough to make sure that you are satisfied that privacy is adequately maintained. Please note that Spectrum uses third parties, including Microsoft, for certain data storage. Also, in subsection (e), if any subpoenas are issued, Spectrum will notify the Borough, who may then determine their response to the subpoena. Lastly, in subsection (f), the Borough is responsible for reimbursing all reasonable fees and costs associated with responding to costs associated with compliance by Spectrum of any demands for data and/or subpoenas from the Government and/or a third party.
7. Paragraph 8 – This paragraph identifies restrictions on use, which are normal and customary for similar services.
8. Paragraph 9 – This paragraph identifies the eight (8) requirements imposed upon the Borough. They are obviously intended to protect Spectrum but do appear in similar contracts with other providers.
9. Paragraph 10 – There are no professional services, but if so, they have to be performed by a separate agreement. Also, if you do proceed with any professional services, you have to cooperate with the limitations of those services and appoint a project manager.
10. Paragraph 11 – Warranties are limited to the express warranty, which is noted in subsection (b), and limitations in paragraph 12, limit the financial exposure to the actual damages, not exceeding the annual hosting fees. Clearly, if a third party is damaged, they would not be subject to the same limitations, but the Borough would be.
11. Paragraph 13 – Please note the language which relates primarily to any breach of the contract by the Borough which would warrant either a suspension of services, or a termination of services.
12. Paragraph 14 – Provisions of this paragraph identify the consequences of termination.
13. Paragraph 15 – All the software is owned by Spectrum pursuant to subsection (a). All the data is the sole property of the Borough. However, in subsection (c) the Borough grants to

Spectrum the right to use, and otherwise process, the data, but the utilization should be limited to providing the data to the Borough, and authorized Borough recipients and not worldwide.

14. Paragraph 16 – This section deals with exclusive confidential information which is routine and appropriate.

15. Paragraph 17 – They identify a governing law and venue as set forth within the pricing proposal, but I did not see the pricing proposal. Also, in subsection (b) there is a mediation process, and the mediation must occur in New York, New York. It also identifies the various costs.

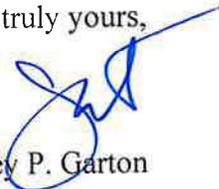
16. Paragraph 18 – Are you satisfied that this Agreement, together with the proposal, constitutes the entire Agreement? Also, in subsection (b) the persons who should receive notice are identified. The balance of the miscellaneous provisions are appropriate.

17. Schedule “A” and Schedule “B” – I have already referred to Schedule “A” and Schedule “B”.

Lastly, enclosed please find a Resolution for Council to consider approving the Hosting Services Agreement with Spectrum.

If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers
Attachment

cc: Andrea Coaxum, Borough Manager

Harris Premise-Based vs. Hosted Service Cost Analysis

The following analysis compares the Borough's current on-premise annual software costs to the proposed hosted annual service costs.

<u>Component</u>	<u>On-Premise</u>	<u>Hosted</u>
<u>Core Harris Financial System</u>		
Microfund - Financial Reporting	\$ 3,024.36	\$ 3,024.36
Central Cash Receipts	\$ 3,106.72	\$ 3,106.72
Flexbill - Utility Billing	\$ 13,600.74	\$ 13,600.74
<u>Third-Party Tools</u>		
Gemini - data query tool	\$ 2,389.39	\$ -
Advantage - document management and imaging	\$ 392.91	\$ -
<u>Hosted Service</u>		
Hosted Solution - Annual Fee	\$ -	\$ 4,000.00
Total Annual Cost	<u>\$ 22,514.12</u>	<u>\$ 23,731.82</u>
Net Annual Increase		<u>\$ 1,217.70</u>



Quote Information

Account Name	Perkasie Borough Authority (PA)	Quote Name	MJB_Perkasie_Hosting_071025
Billing Address	620 West Chestnut Street Perkasie, Pennsylvania 18944-1366 United States	Contract Number	MJB_Perkasie_Hosting_071025
Solution	Spectrum	Created Date	2/20/2026
		Expiration Date	6/30/2026

Contact Information

Prepared By	Mark Briglio	Contact Name	Rebecca Deemer
Email	mbriglio@harriscomputer.com	Email	finance@perkasieborough.org
Phone	(716) 402-2819	Phone	(215) 257-5065

Product	Product Type	Billing Type	Quantity	Sales Price	Total Price	Recurring Billing Total	Line Item Description
Hosted Solution (Annual fee)	Hosting	Recurring	1.00	\$4,000.00	\$4,000.00	\$4,000.00	Hosted Solution (Annual fee) up to 20 users named prior to installation with the Harris installation team.
Hosting Installation	Services	One Time	1.00	\$1,000.00	\$1,000.00	\$0.00	Configuration/Installation Hosting

Recurring Billing Total	\$4,000.00	Subtotal Total Price	\$5,000.00
			\$5,000.00

Pricing Notes

Pricing Notes Hosting quote, up to 20 users. The number and users to be specified before installation with the Harris installation team. Upon installation, the software and maintenance for Gemini \$2,212.40, and the software and maintenance for Advantage \$363.81. Upon completion, the installation team will notify Harris Billing to remove it on your next maintenance renewal. Hosting replaces the need for Advantace and Gemini, replacing those needs as well as providing a Cloud connection for Harris products and Borough users.
To move forward with hosting, please send the signed quote to mbriglio@harriscomputer.com

Best regards,

Mark Briglio
Regional Sales Representative
Harris Local Government
Phone: +1 716-402-2819
Email: MBriglio@harriscomputer.com

Terms & Conditions

Thank you for your business!

By signing below, you indicate your acceptance of this agreement, including our Terms and Conditions which have been provided via separate attachment. You also confirm you have had the opportunity to ask questions and have had those questions answered.

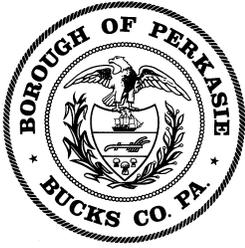
Please note: Additional training is available at a rate of \$200.00 per hour. Hours quoted above are calculated based on the modules purchased. Harris reserves the right to charge for overages on the data conversion process.

Quote Acceptance Information



2429 Military Road, Suite 300
Niagara Falls, NY 14304

Signature _____
Name _____
Title _____
Date _____



BOROUGH OF PERKASIO

MEMORANDUM

DATE: February 20, 2026

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

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Replacement of Dry Pipe Valve – Perkasio Carousel Sprinkler System

This memo requests authorization to replace the dry pipe valve that serves the fire sprinkler system at the Perkasio Carousel building.

During the weekend of February 7, the Perkasio Carousel building experienced a power outage during a period of sub-freezing temperatures, resulting in freezing within portions of the sprinkler system infrastructure. After power was restored, Pye-Barker Fire & Safety, the Borough's contracted fire protection provider, inspected the system and confirmed that the dry pipe valve sustained freeze-related damage.

A dry pipe valve is the central control valve used in a dry pipe sprinkler system. It keeps pressurized air in the pipes instead of water, preventing water from entering the system until the sprinklers activate during a fire event. When a sprinkler head opens due to heat, the drop in air pressure allows the valve to open, sending water into the piping and out through the activated sprinkler head. This design prevents water from sitting in the pipes—an essential feature in unheated or partially heated structures where water could freeze.

Because of the freezing event, the dry pipe valve can no longer maintain the required air pressure or reliably activate, making full replacement necessary. The sprinkler system remains out of service until the valve is replaced.

Pye-Barker Fire & Safety has verified that the valve cannot be repaired and requires full replacement. The total cost is \$11,316.19. This amount includes all labor, materials, equipment, and required testing to return the system to full operational status. The Borough has submitted a claim to its insurance carrier to determine whether any portion of the replacement might be eligible for coverage. At this time, a determination has not yet been made, and it is too early in the fiscal year to assess what impact, if any, this expense may have on the overall budget.

Due to the safety nature of this repair, staff recommends proceeding with the replacement and charging the expense to the Government Buildings Repairs and Maintenance Services account (01.409.370). Any insurance proceeds will be used to offset the cost.



proposal

Prepared By:

Keystone - Sales
Kevin Johnson
Customer Care Specialist
433 Industrial Drive
North Wales, PA 19454
267-464-1245
(215) 641-0100
Kevin.Johnson@PyeBarkerFS.com

**QR Sprinkler 46272311 Perkasio Carousel - 3rd
Street & West Park Avenue
3rd Street & West Park Avenue
Perkasie, PA 18944
Proposal 266040-2-0**

Submitted: 2/19/2026

Borough of Perkasie
Jeff Tulone
2152576860
2152576875
publicworks@perkasieborough.or

800.927.8610 • WWW.PYEBARKERFS.COM

The Leader in Fire, Life Safety, and Security Solutions

INVESTMENT

New

System Investment

Total Proposal Amount \$11,316.19

THIS IS NOT AN INVOICE. DO NOT PAY. INVOICE TO BE PROVIDED.

In Process

Certificate Of Completion

Envelope Id: 51173F01-418D-4526-A51D-6690D1259CCC Status: Sent
 Subject: "PBFS" - Request for Review - 266040-2-0, QR Sprinkler 46272311 Perkasio Carousel - 3rd Street & Wes
 Source Envelope:
 Document Pages: 4 Signatures: 0 Envelope Originator:
 Certificate Pages: 5 Initials: 0 Kevin Johnson
 AutoNav: Enabled 4155 Harrison Blvd
 EnvelopeId Stamping: Enabled Ogden, UT 84403
 Time Zone: (UTC-08:00) Pacific Time (US & Canada) Kevin.Johnson@PyeBarkerFS.com
IP Address: 172.168.53.188

Record Tracking

Status: Original Holder: Kevin Johnson Location: DocuSign
 2/19/2026 1:44:41 PM Kevin.Johnson@PyeBarkerFS.com

Signer Events

Signature	Timestamp
Jeff Tulone publicworks@perkasioborough.org Director of Public Works Perkasio Borough Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 2/19/2026 2:32:58 PM ID: c1ea7477-818c-41aa-b55a-ee1ba5b3530d	Sent: 2/19/2026 1:44:43 PM Viewed: 2/19/2026 2:32:58 PM

Kevin Johnson
 Kevin.Johnson@PyeBarkerFS.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Jaclyn Smith
 jaclyn.smith@pyebarkerfs.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via Docusign

Processing Team
 SAprcessing@pyebarkerfs.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Accepted: 2/19/2026 1:31:47 PM
 ID: ba76cea8-92ac-4a6d-9e11-2eded5528df0

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

03/15/2017 2:00:40 PM

CONSUMER DISCLOSURE

From time to time, Fire Protection Service Corp (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

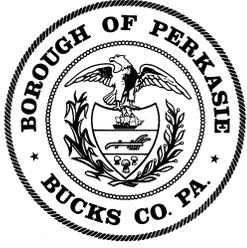
Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Fire Protection Service Corp as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Fire Protection Service Corp during the course of my relationship with you.

In Process



BOROUGH OF PERKASIE

MEMORANDUM

DATE: February 27, 2026

TO: Borough Council
Andreas Coaxum
Mayor Jeff Hollenbach

FROM: Rebecca Deemer, Finance Director

SUBJECT: Menlo House – Proposed rental increase

The Menlo House is a Borough-owned 1,520 sq. ft. single-family residential dwelling located at 501 South Fourth Street. The Borough entered into a residential lease agreement for the Menlo House beginning June 1, 2012.

The property has been occupied by the same tenants throughout the duration of the lease. They have consistently maintained the property in good condition and the rent has always been paid on time. The Borough conducts annual inspections of the premises, and no deficiencies or maintenance concerns have been identified.

The lease was structured as a one-year agreement with automatic annual renewals unless either party provides notice to terminate. The original lease established a monthly rental rate of \$1,025, or \$12,300 annually and no rental increases have been applied during the term of the lease. In addition, the Borough continues to provide water and sewer service to the property at no cost to the tenant. Routine upkeep is the responsibility of the tenant.

The lease allows for modification of the terms with 30 days' notice prior to renewal which is, June 1, 2026. During the 2026 budget discussions, the Administration recommended that Council consider increasing the rent to bring the rate more in line with current market prices. The adopted budget includes additional rental revenue to accommodate a potential increase in the monthly lease rate up to \$1,550. If Council wishes, staff could reach out to a licensed realtor to provide a market rental analysis to determine the appropriate lease rate.

Council may wish to consider several approaches to an adjustment. One option is to maintain the current rent. A second option would be to implement a moderate increase to \$1,550 per month, which is what is included in the budget. A third option would be to adopt a phased approach and increase the rent over a two-year period to a level closer to market rates.

Staff recommend a phased approach of \$200 in year one, \$200 in year two and incremental annual increases thereafter.

Upon Council direction, staff will prepare a lease amendment reflecting the revised rental amount and issue the required notice in accordance with the lease terms.



BOROUGH OF PERKASIE

RECEIVED
FEB 06 2026

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

(215) 257-5065
Fax (215) 257-6875
BOROUGH OF PERKASIE

SPECIAL EVENT PERMIT APPLICATION

Complete all questions and return application form with all required and supplemental attachments to Perkasio Borough at least 90 days prior to the event. An initial fee is due at the time of application, per the Borough's fee schedule. Perkasio Borough will provide an invoice when the permit is approved, detailing an estimate of additional fees. Perkasio Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

1. APPLICANT INFORMATION – the Primary Contact is the person who is to be contacted regarding the application or event		
Primary Contact Name: Annette Schuster & Joe Wade		
Primary Contact Address: 1211 Tunnel Rd		
City: Perkasie	State: PA	Zip: 18944
Primary Contact Email: angschuster@comcast.net		

Event Name: Dine & Donate	Type of Event: Fundraiser
Are you representing a Host Organization?	Is this organization a non-profit? Yes
If so, list name address and phone below:	Is this organization a private/for-profit entity? NO
Organization Name: Eagles Autism Foundation	Purpose of Event: TO RAISE MONEY FOR AUTISM
Organization Address: One Newgore Way, Philadelphia, PA 19145	
Organization Contact Person: Mayyla Brant	Email: MBrant@eaglesnfl.com
Organization Phone: (215) 334-6790	

2. GENERAL EVENT INFORMATION	
Date of event: 04/19/2026	Rain Date: N/A
Event Duration (start date & time – end date & time): 11:30am - 9pm	
Estimated Attendance (include organizers, volunteers, attendees, spectators etc): 2,000 +	
Site Arrival / Set Up time:	Site Departure:
Will a registration /entry fee be charged. If yes, how much? NO	

3. EVENT DESCRIPTION
Is this a fixed or moving event (ie, run / bike ride, etc.):
Event Description (provide a description of the proposed event including activities, entertainers, vendors, facilities, etc): The Event is to raise funds for EAF we will have: - Bounce house - DJ - Photo booth - games Games - Food

4. SITE PLAN / DIAGRAM

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

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

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

ATTACHMENTS REQUIRED:

If this is a MOVING EVENT or will CROSS ANY ROADWAYS, please provide a detailed route description from start to finish. Provide a letter with approval from property owner(s) if part of the event is on private property.

Starting Location:	Finishing Location:
--------------------	---------------------

5. COMFORT STATIONS / PORTA POTTIES

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

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

6. ELECTRICAL SERVICE

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

Perkasie Borough Electric Service

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

Electric Service Requested: Yes <input checked="" type="radio"/> No <input type="radio"/>	Mark locations on sketch map.
---	-------------------------------

7. TRASH & RECYCLING SERVICE

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

- Placement of dumpsters requires a dumpster permit. Contact Borough office for an application form.
- Perkasio Borough reserves the right to invoice the applicant for removal of trash or debris if necessary.

Perkasie Borough Trash & Recycling Service

- Perkasio Borough provides trash & recycling service upon request. An hourly rate for this service is established in the Borough's Fee Schedule.
- An estimate for trash & recycling container distribution & pickup, and trash/recycling collection will be provided upon application and an initial fee is required at that time.
- Any balances for actual time worked will be invoiced after the event has taken place.

Trash & Recycling Service Requested: Yes / <input checked="" type="radio"/> No	Mark # & locations on sketch map.
--	-----------------------------------

8. ROAD CLOSURES & TRAFFIC CONTROL

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

ROAD CLOSURES

Roads may be closed only with the express approval of Perkasio Borough Council. Applicant is responsible for ensuring roads are closed as approved, including erecting and taking down barricades. Roads & sidewalks must be left clear and open after the event.

- Perkasio Borough provides road barricades and cones on request. We will drop barricades and cones at specified locations and collect them after the event. An hourly rate is established in the Borough's Fee Schedule.
- An estimate for drop off and collection of barricades & cones will be provided upon application and an initial fee is required at that time.
- Any balances for actual time worked will be invoiced after the event has taken place.

Barricades Requested: Yes / <input checked="" type="radio"/> No	Mark # & locations on sketch map.
---	-----------------------------------

Cones Requested: Yes / <input checked="" type="radio"/> No	Mark # & locations on sketch map.
--	-----------------------------------

PEDESTRIAN CROSSING

Applicant is responsible for providing safe crossing at open road crossings where heavy pedestrian traffic is expected. Any personnel must be trained, qualified traffic flaggers and have the necessary safety equipment.

- Perkasio Borough provides qualified Crossing Guards on request, and subject to staff availability. An hourly rate is established in the Borough's Fee Schedule.
- Any balances for actual time worked will be invoiced after the event has taken place.

Crossing Guards Requested: Yes / <input checked="" type="radio"/> No	# Guards:	Mark # & locations on sketch map.
--	-----------	-----------------------------------

TEMPORARY PARKING RESTRICTIONS

Applicant is responsible for clearly marking any areas with temporary parking restrictions at least 48 hours before the event. Use cable (zip) ties to attach signs - do not use nails, tacks, or staples on electric poles, light poles, trees or any other street furniture. Applicant must remove all signs immediately at the end of the event.

- Perkasio Borough provides high visibility "No Parking" signs on request. A fee per sign is established in the Borough's Fee Schedule

No Parking Signs Requested: Yes / <input checked="" type="radio"/> No	# of signs:
---	-------------

EVENT PARKING

- Applicant is required to provide a parking plan, showing parking locations for staff, volunteers, attendees.
- Provide details of any Park & Ride parking locations and shuttle routes / drop off points:

9. MITIGATION OF IMPACT

ATTACHMENTS REQUIRED:

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

10. TEMPORARY FIXED VENDORS

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

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

Estimated number of Food Trucks / Trailers:

Estimated number of For-Profit Vendors:

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

11. ENTERTAINMENT

ATTACHMENTS REQUIRED:

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

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

12. EVENT SAFETY AND SECURITY

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

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

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

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

13. POLICE DEPARTMENT

Perkasio Borough may require uniformed/non-uniformed police officers to be on-duty throughout the event. The applicant will be responsible for the cost incurred for these services. We will send an estimate of the hours and an invoice with the event permit approval letter. We reserve the right to invoice the Applicant for the balance of additional Police services provided during the event if we deem them necessary for health, safety and/or security reasons.

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

14. FIRE SAFETY

ATTACHMENTS REQUIRED:

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

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

15. EMERGENCY MEDICAL PLAN

ATTACHMENTS REQUIRED:

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

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

On-Site Emergency Medical Service: Yes / No

Standby Service Notified: Yes / No

If yes, Agency Name:

Agency Phone:

16. WAIVER & INSURANCE

ATTACHMENTS REQUIRED:

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

Indemnification:

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its invitees

- The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of the Borough.
- Perkasio Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while attending the event; all claims for such injury or damage are hereby waived.

Damage to Borough Property

- Applicant assumes full responsibility for taking cognizance of area conditions at the time of the event. Applicant will be responsible for all damages resulting to or from use of the Borough's property. Upon

completion of the Applicant's operations, Applicant agrees to leave the property in the same condition as it existed before operation, or pay for and complete restoration of said property within 15 days of the the completion of the event.

17. FEES & CHARGES ** subject to change

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

The following fees are due **at the time of application (2024)**:

Application Fee: For Profit (\$100) / Non-Profit (\$50):	
Application Fee, additional date (\$10 per date):	

The following fees are due **upon permit approval and will be invoiced when the event permit is mailed to the applicant. Fees are listed in the Perkasio Borough Fee Schedule, which is updated annually. An attachment provided with this permit lists the current fees:**

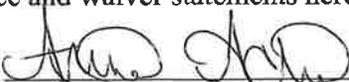
- Electrical Setup & Breakdown
- Trash & Recycling Setup & Collection
- Barricades/Cones Drop Off & Collection
- Per vendor, Temporary Fixed Vendor Fee
- Crossing Guards
- Police Support
- No Parking Signs

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

18. SUBMISSION CHECKLIST (ATTACHMENTS)

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

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

Signed: 

Date of Application: 02/04/26

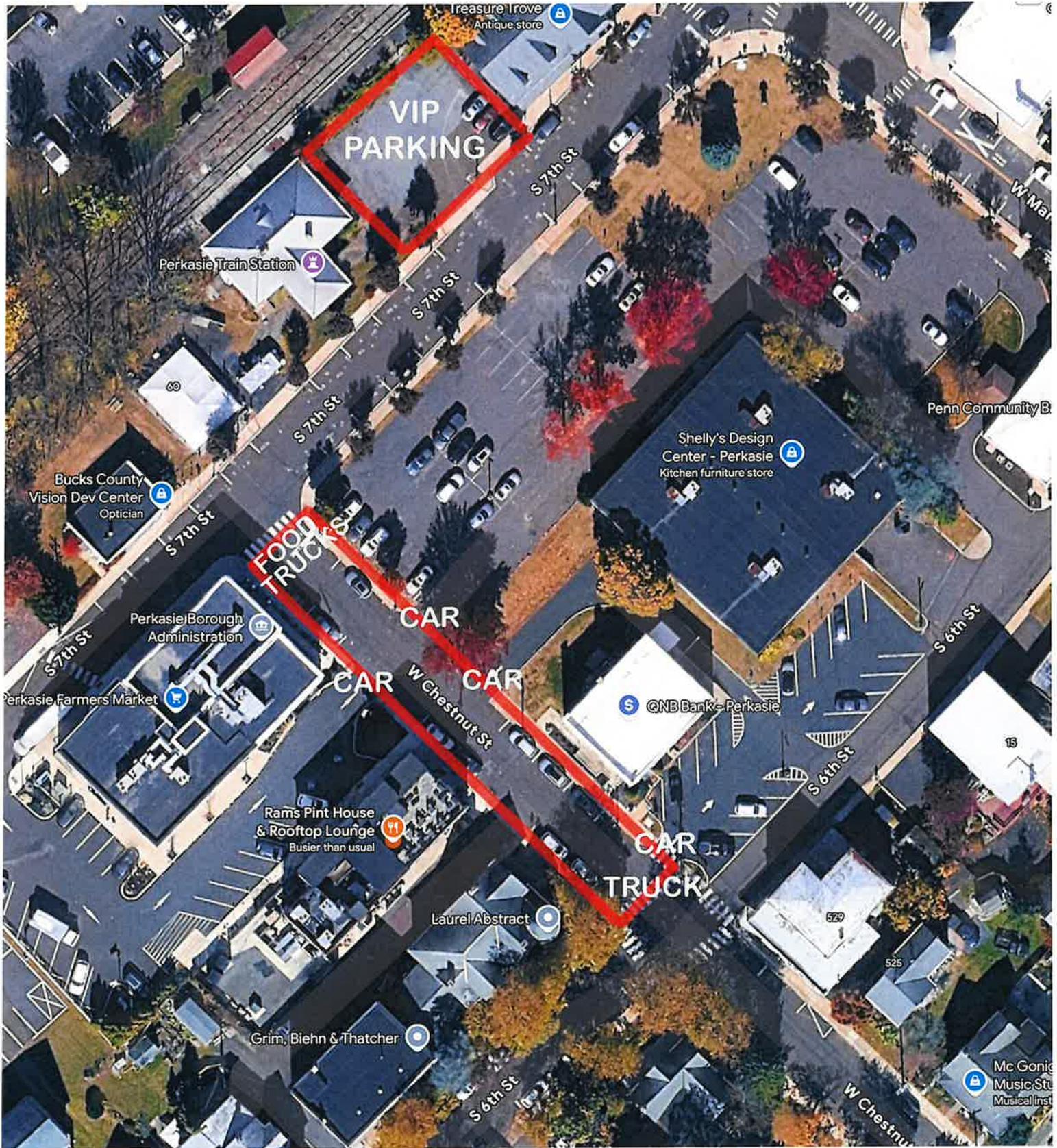
On behalf of Organization: EAF

Safety Plan:

~~-For Emergency departure there will be a vehicle at 7th Street Next to Borough Hall(Below Eye Doctor with a key in it~~

- Site Person In Charge is Annette Schuster and She will have a Bright Green Shirt W/ Puzzle Pieces on it

-If a child is lost or any service is needed people should got to hostess stand in The Ram



Linda Reid

From: Annette Schuster <amschuster@comcast.net>
Sent: Wednesday, February 18, 2026 9:14 AM
To: Linda Reid
Subject: Re: EAF Dine & Donate event at the RAMS Pint House

Oh I'm sorry. Last year we closed road at 10am -9pm. I'd like to do that again if possible.

Thanks,
Annette

Sent from my iPhone

> On Feb 18, 2026, at 9:03 AM, Linda Reid <community@perkasieborough.org> wrote:
>
> Annette,
> Thank you for all the additional detail.
>
> The only question unanswered is the time of the event, and the time of setup / breakdown.
>
> Thank you,
>
> Linda J Reid | Assistant Borough Manager Certified Zoning Official
> | Certified Building Official Perkasie Borough P.O. Box 96
> 620 W. Chestnut St
> Perkasie, PA 18944
> (215) 257 5065 x110
>
>
>
> -----Original Message-----
> From: Annette Schuster <amschuster@comcast.net>
> Sent: Tuesday, February 17, 2026 2:13 PM
> To: Linda Reid <community@PerkasieBorough.org>
> Subject: Re: EAF Dine & Donate event at the RAMS Pint House
>
> Hi Linda!
> Ok, I understand and will pay the fee if need be. As far as everything else here are the responses.
>
> No problem we will add trucks to those spaces and Joe says we will block off the back alleyway because we do plan on using the alley.
>
> I purchased six no parking signs last year from you. I was just going to reuse them.
>
> The Rams food truck is the only food truck Rita's water ice is coming, but it is a cart. Do you still need something from them?
>

> I hope this answers everything let me know!

>

> Thank you,

> Annette Schuster

> Sent from my iPhone

>

>> On Feb 16, 2026, at 11:36 AM, Linda Reid <community@perkasieborough.org> wrote:

>>

>> Good morning Annette,

>> I pulled your application and the Borough's letter to you from last year. Honestly, I'm not sure why the fee was not on the letter or charged last year. I believe it may have been an oversight.

>>

>> Let me know if you have any questions.

>> Linda J Reid | Assistant Borough Manager Certified Zoning Official

>> | Certified Building Official Perkasie Borough P.O. Box 96

>> 620 W. Chestnut St

>> Perkasie, PA 18944

>> (215) 257 5065 x110

>>

>>

>>

>> -----Original Message-----

>> From: Annette Schuster <amschuster@comcast.net>

>> Sent: Wednesday, February 11, 2026 9:37 AM

>> To: Linda Reid <community@PerkasieBorough.org>

>> Subject: Re: EAF Dine & Donate event at the RAMS Pint House

>>

>> Good morning!

>> I will address all of these I just have one quick question. Why am I being charged \$110 this year? I was not charged that year.

>>

>>

>> Thanks ,

>> Annette

>> Sent from my iPhone

>>

>>>> On Feb 11, 2026, at 9:18 AM, Linda Reid <community@perkasieborough.org> wrote:

>>>>

>>>>

>

Linda Reid

From: Linda Reid
Sent: Wednesday, February 11, 2026 9:19 AM
To: 'Annette Schuster'
Subject: RE: EAF Dine & Donate event at the RAMS Pint House
Attachments: Event map edit LJR.png

Good morning Annette,

Thank you for the event permit application, the \$50 permit fee, and the updated map showing this year's event footprint.

Please find below a list of questions and feedback following an initial review by Borough departments. Please could you respond to each one.

1. Event time. Does your window of 11:30am-9:00pm include setup and breakdown? What are the actual event start and end times?
2. Barricades. You will need barricades in addition to your vehicle road closures. We estimate 2 hours of Public Works time to drop and retrieve barricades, at a cost of \$110.
3. Road closures: Your map indicates cars in the driveways entering the event area. Our PD recommends that you use larger vehicles / trucks for each entry point. Also, please see the attached map for one more driveway that needs to be blocked. Please respond to let me know these items will be addressed.
4. No Parking signs: You indicated that you do not need signs. Please note that you will need to mark notification of No Parking on W. Chestnut St 48 hours before the event. Do you plan to use No Parking signs from last year? If you need No Parking signs they are available from the Borough Hall at a cost of \$2.25 per sign. They are reusable so you can keep them for next year.
5. Food Trucks. The food truck on the map is the RAMS food truck? Please confirm. Do you plan to have any additional food trucks? Additional trucks will require a Transient Retail License – a one day permit costs \$25 per truck. Let me know if you need a copy of the permit application form.

Thank you Annette, following your responses I intend to put the event application on the Council agenda for their meeting on March 2nd.

Thank you,
Linda J Reid | Assistant Borough Manager
Certified Zoning Official | Certified Building Official
Perkasie Borough
P.O. Box 96
620 W. Chestnut St
Perkasie, PA 18944
(215) 257 5065 x110

RESOLUTION NO. 2026-22

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 ASSOCIATED WITH THE CIVILIAN COMMUNITY RELATIONS SPECIALIST VEHICLE 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 Perkasio with a Local Share Account Grant Contract for the purpose of allowing Perkasio Borough to use the grant money for the purpose of purchasing equipment associated with the Civilian Community Relations Specialist Vehicle Project; and

WHEREAS, the Borough of Perkasio, 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 Perkasio Borough as follows:

1. Approval of Agreement. The Borough Council of Perkasio 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 Perkasio Borough.

THIS RESOLUTION was duly adopted this 2nd day of March, 2026.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
Robin Schilling, Council President

EXHIBIT “A”

**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 18944-0096**

(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 **FIFTY SIX THOUSAND, THREE HUNDRED NINE DOLLARS (\$56,309.00) 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 OMMITTED]

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

(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



Commonwealth Financing Authority

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



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

“[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

February 19, 2026

Robin Shilling, Council President
Perkasie Borough
P.O. Box 96
Perkasie, PA 18944-0096

RE: Local Share Account Program (\$56,309)
Civilian Community Relations Specialist Vehicle Project

Dear Council President Shilling:

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 FIFTY-SIX THOUSAND THREE HUNDRED NINE DOLLARS (\$56,309) (*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 associated with the Civilian Community Relations Specialist Vehicle Project (*the "Project"*) located in Perkasie Borough, Sellersville Borough, and Bedminster Township, 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/lsr>.

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.

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February 26, 2026

VIA EMAIL

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

Re: Grant (Community Civilian Specialist Vehicle)

Dear Andrea:

Pursuant to your request, I have reviewed the Local Share Account Grant Contract provided by the Commonwealth of Pennsylvania.

As always, whenever I review these Agreements, I always point out the fact that aside from correcting business terms that may be in error, that you cannot deviate from the standard forms.

With that said, my additional comments are as follows:

1. Article I - Is the amount of the Grant correct?
2. Article III(a)(1) – Unfortunately, even though you have been awarded the Grant and the state has provided you with a contract, this section says that they will not fund it if there are no state funds available. If that is the case, then you may not be reimbursed, but I have not seen that issue of late, since the state’s financial matters are in better order than they have been in the past. In addition, this Article also deals with conditions for payment, and conditions for repayment of the Grant funds, if there is a breach of the Agreement by the Borough.
3. Article IV – Please note the insurance requirements.
4. Article V – Please note your obligation to comply with the various state statutes and regulations, which I believe the Borough has met previously with other Grants.

5. The balance of the draft contract is the standard fare issued by the Commonwealth of Pennsylvania. As I mentioned previously, no deviations will be permitted if you want the Grant.

6. Please review the correspondence addressed to Robin, dated February 19, 2026. I do not know how prevailing wages can pay for the purchase of the vehicle. The rest of it is the standard language that is included in all notices of awards, including Exhibit A, related to the various policies that you must satisfy.

Lastly, I enclose a copy of a draft Resolution for consideration by Council. If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers
Attachment

Megan McShane

From: Sarah Beebe <sbeebe@bedminsterpa.com>
Sent: Monday, February 23, 2026 3:25 PM
To: Megan McShane
Cc: Jeff Tulone
Subject: Snow removal, Essex Court cul-de-sac

Some people who received this message don't often get email from sbeebe@bedminsterpa.com. [Learn why this is important](#)

Good afternoon Andrea!

I just wanted to pass along my thanks and appreciation to the borough public works department for not only how quickly and effectively the snow was removed this snow storm, but also in the recent snowstorms in January! We are a little cul-de-sac of only 4 houses which, during a major snow event, I'm sure is not high priority to clear but without fail every time, our roads have been cleared and salted quickly and I am thankful! I could hear the trucks on our road several times all night last night. We woke up to clear, safe road surfaces. Please pass along my thanks to those plow truck drivers!

Warmest Regards,

Sarah Beebe

Administrative Assistant, Building & Zoning
Bedminster Township
432 Elephant Road, Perkasie PA 18944
www.bedminsterpa.com
Hours: M-F, 8am to 4pm

Record Cold in January Means Higher Electric Bills This Cycle

Record cold temperatures in January lead to unusually heavy electricity usage during the most recent billing cycle. Residents and businesses should be aware that the electric bills scheduled to arrive next week will be higher than normal.

Perkasie Borough electric bills being prepared now cover electric consumption from January 15 through February 15. During this period, our community experienced sustained, extreme cold, which directly increased heating-related electricity use. Here are the key facts:

- Electric consumption for February 2026 was 1,173,380 kWh higher than February 2025, a 21% increase. This averages 1,527 kWh per customer, the highest average since February 2015.
- This month's usage ranks as the 8th highest consumption month since tracking began in 2004, placing it in the top 3% of all months over the past 22 years.
- Weather data from January 15–February 15 shows that the average daily temperatures were only 10.4 F (low) to 29.7 F (high) with only 10 days above freezing. Actual temperatures dropped as low as -8 F.

In addition, the February bill reflects the Borough Council approved increase to the installed capacity charge of .0089¢ per kw, as adopted in the current electric rate schedule. For more information about the increased installed capacity, please follow the link below:

<https://perkasieborough.org/departments/electric-department/rate-hikes/>

Customers using electronic billing will receive email notices on Tuesday February 24th. Paper bills should begin arriving in mailboxes by Wednesday February 25th.

Electric bill payments are due on or before March 15th.

Customers who pay online may split their bill into multiple payments, if needed - each individual payment should be under \$500.

Perkasie Borough hopes that sharing this information in advance helps reduce surprises and provides clarity on why usage—and costs—were unusually high this cycle. Please direct any questions to the Borough office at (215) 257 5065.