# PERKASIE BOROUGH COUNCIL

# Agenda for Council Committee Meeting of March 6, 2023

- 1. Meeting Convenes at 7:00PM Council Meeting Room
- 2. Invocation and Pledge of Allegiance Mayor Hollenbach
- 3. Attendance
- 4. Swearing In of New Patrol Officer Mayor Hollenbach
- 5. Public Forum
- 6. President's Remarks
- 7. Public Hearing Consider Draft Abandoned Vehicles Ordinance
- 8. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Greg Martin, Dave Weaver, Dave Worthington
  - A. Consider Cell Floor Repair for Police Station
  - B. Other Business
- 9. Public Utility Committee Meeting, Councilors: Jim Purcell (Chair), Randy Faulkner, Greg Martin, Steve Rose, Dave Weaver
  - A. Perkasie Wholesale Power Cost Monthly Report
  - B. Other Business
- 10. Planning and Zoning Committee Meeting, Councilors: Councilors: Dave Weaver (Chair), Chuck Brooks, Jim Purcell, Steve Rose, Dave Worthington
  - A. Consider Abandoned Vehicles Ordinance
  - B. Consider Resolution #2023-10 Perry Mill Escrow Release #1
  - C. Other Business
- 11. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Jim Purcell
  - A. Consider Pavilion Reservation Request P.A. Guth Elementary School
  - B. Consider Event Application Pennridge Little League Homerun 5K
  - C. Discuss Scope of Kulp Park Improvements Project
  - D. Discuss Menlo Aquatics Center Concession Stand Lease
  - E. Other Business
- 12. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Scott Bomboy, Randy Faulkner, Jim Ryder
  - A. Consider Resolution #2023-9 Records Disposition
  - B. Other Business
- 13. Finance Committee Meeting, Councilors: Randy Faulkner (Chair), Scott Bomboy, Jim Purcell, Jim Ryder, Dave Weaver
  - A. Consider Donation Request Pennridge Community Center
  - B. Consider Donation Request Perkasie Pride Committee
  - C. Other Business
- 14. Economic Development Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Steve Rose, Randy Faulkner

A. Other Business

- 15. Public Safety Committee Meeting, Councilors: Jim Purcell (Chair), Scott Bomboy, Mayor Jeff Hollenbach, Greg Martin, Jim Ryder
  - A. Other Business

- 16. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Randy Faulkner, Greg Martin, Jim Purcell
  - A. Other Business
- 17. Report from Youth Councilor
- 18. Other Business
- 19. Public Forum
- 20. Press Forum
- 21. Executive Session
- 22. Adjournment

Next Meeting: Monday, March 20, 2023 – 7:00 PM

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

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

## PERKASIE BOROUGH ORDINANCE NO. \_\_\_\_

# AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING THE PERKASIE BOROUGH CODE OF ORDINANCES BY ADDING A NEW CHAPTER 183, IDENTIFIED AS ABANDONED VEHICLES.

WHEREAS, the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, authorizes the Borough Council of the Borough of Perkasie ("Borough Council") to make and adopt ordinances that are consistent with the Constitution and laws of the Commonwealth when necessary for the proper management, care and control of the Borough and the maintenance of peace, good government, health and welfare of the Borough and its citizens; and

WHEREAS, the Borough of Perkasie, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to add a new Chapter 183, Abandoned Vehicles, and regulations related thereto; and

WHEREAS, after public hearing, the Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to amend its Code of Ordinances so as to regulate abandoned vehicles; and

WHEREAS, Borough Council, after due consideration of the proposed ordinance at a duly advertised public meeting, has determined that the health, safety, and general welfare of the residents of Perkasie Borough will be served by this amendment to the Perkasie Code of Ordinances.

**NOW, THEREFORE, BE IT ORDAINED AND ENACTED** by the Borough Council of the Borough of Perkasie, Bucks County, Pennsylvania, and it is hereby enacted and ordained by the authority of same as follows:

SECTION 1. The Perkasie Borough Code of Ordinances is hereby amended by adding a

new Chapter 183, Abandoned Vehicles, as follows:

# Chapter 183. Abandoned Vehicles

# §183-1. Definitions.

As used in this chapter, the following terms shall have the meanings described herein, unless a different meaning is clearly established elsewhere in this chapter:

## ABANDONED VEHICLE.

Any type of vehicle, including a trailer, which:

- 1. Does not have a currently valid state inspection sticker and/or currently valid license plate.
- 2. Has not been moved for a continuous period of more than 30 days.

## ASSOCIATION.

Any form of unincorporated enterprise owned by two or more persons other than a partnership or limited partnership.

## LESSEE.

Any person responsible for the maintenance, repair, and control of a motor vehicle, including a trailer, which the lessee has a Lease either in writing or oral from the owner of record of the motor vehicle.

# MOTOR VEHICLE.

Any type of mechanical device propelled by a motor, in which persons or property may be transported upon public streets or highways, and including trailers or semitrailers pulled thereby.

## NUISANCE.

Any condition, structure or improvement which shall constitute a threat or potential threat to the health, safety or welfare of the citizens of the Borough of Perkasie.

### OWNER.

The actual owner, agent or custodian of the property on which motor vehicles are stored, whether individual or partnership, association or corporation or limited liability company, including the lessor of a motor vehicle.

## PERSON.

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

# §183-2. Motor Vehicle Nuisances Prohibited.

- A. It shall be unlawful for any person, owner or lessee to maintain a motor vehicle nuisance upon the open private grounds of such person, owner or lessee within the Borough of Perkasie or upon any public grounds owned by the Borough of Perkasie, the Commonwealth of Pennsylvania or the United States of America, located within the Borough of Perkasie, Bucks County, Pennsylvania, including on the streets, highways, and alleys of the Borough of Perkasie, the Commonwealth of Pennsylvania, and the United States of America.
- B. A motor vehicle is deemed a nuisance if the motor vehicle is unable to move under its own power and has any of the following physical defects:
  - 1. Broken windshields, mirrors or other glass with sharp edges.
  - 2. One or more flat or open tires or tubes which could permit vermin harborage.
  - 3. Missing door, window, hood, trunk or other body part which could permit animal harborage.
  - 4. Any body part with sharp edges including holes resulting from rust.
  - 5. Missing tire resulting in unsafe suspension of the motor vehicle.
  - 6. Upholstery which is torn or open which could permit animal and/or vermin harborage.
  - 7. Broken head lamp or tail lamp with sharp edges.

- 8. Disassembled chassis parts apart from the motor vehicle stored in a disorderly fashion or loose in or on the vehicle.
- 9. Protruding sharp objects from the chassis.
- 10. Broken vehicle frame suspended from the ground in an unstable manner.
- 11. Leaking or damaged oil pan or gas tank which could cause fire or explosion.
- 12. Exposed battery containing acid.
- 13. Inoperable locking mechanisms for doors or trunk.
- 14. Open or damaged floor board including trunk and fire wall.
- 15. Damaged bumper pulled away from the perimeter of the vehicle.
- 16. Broken grill with protruding edges.
- 17. Loose or damaged metal trim and clips.
- 18. Broken communication equipment antenna.
- 19. Suspended or unstable supports. Any non-motor vehicle, such as a trailer, that could cause a hazardous situation or could threaten the health, safety and welfare of the citizens of the Borough of Perkasie.
- 20. Such other defects which could threaten the health, safety and welfare of the citizens of the Borough of Perkasie.

#### §183-3. Storage of Motor Vehicle Nuisances Permitted.

Any person, owner or lessee who has one or more motor vehicle nuisances as defined in § 2, above, may store such vehicle in the Borough of Perkasie only in strict compliance with the regulations provided herein. Such person, owner or lessee must first apply for a permit for either temporary or permanent storage and pay a fee to the Borough of Perkasie such as provided from time to time by resolution of the Borough Council. The motor vehicle nuisance(s) must be stored within a garage or other enclosed building or outside within an opaque fence at least six feet high which is locked at all times when unattended. With the specific approval of the Borough Council, motor vehicle nuisances may also be stored outside in an area enclosed by a chain link fence, at least six feet high, screened by shrubbery around the perimeter to the height of the fence, with an unobstructed gate capable of admitting fire or emergency equipment. Such gate shall remain locked at all times when unattended. In addition, all gas and oil or other flammable liquid shall be removed from the motor vehicle and it shall be kept free of vermin infestation while being stored.

### §183-4. Inspection; Notice to Comply.

- A. The Police Department, the Codes Department, or any other employee of the Borough of Perkasie is hereby empowered to inspect grounds on which motor vehicles are stored to determine if there is compliance with the provisions of this chapter. If noncompliance with the provisions of this chapter constitutes a nuisance, or if any condition, structure or improvement poses a threat to the health, safety or welfare of the public, he/she shall issue a written notice to be served by registered or certified mail upon the owner of said premises, or, if the owner's whereabouts or identity be unknown, by posting the notice conspicuously upon the offending premises.
- B. Said notice shall specify the condition or structure or improvement complained of, and shall require the owner to remove or otherwise rectify the condition or structure or improvement as set forth therein within 10 days of mailing or posting of said notice, and thereafter, to fully comply with the requirements of the notice.

## §183-5. Authority to Remedy Noncompliance.

If the owner of grounds on which motor vehicles are stored does not comply with the notice to abate the condition, within the time limit prescribed, the Borough of Perkasie shall have the authority to take measures to correct the conditions and collect the cost of such corrections plus 10% of all costs, including the removal of the motor vehicle. The Borough of Perkasie, in such event and pursuant to its statutory or otherwise authorized police powers, shall have the right and power to enter upon the offending premises to accomplish the foregoing.

### §183-6. Abandoned Vehicles.

- A. An abandoned vehicle may not be parked, stored or left to remain on any lot, tract, parcel of land or portion thereof occupied or unoccupied, improved or unimproved, including any public street or alley, in the Borough of Perkasie unless necessary for the operation of a business enterprise lawfully permitted on private property.
- B. The Mayor and/or Chief of Police shall be empowered to order the removal of such an abandoned vehicle within five days from the date

of service of a notice of violation as set forth in § 4 above. The Mayor and/or Chief of Police shall have the vehicle impounded.

C. If the property owner and/or vehicle owner can demonstrate to the Mayor and/or Chief of Police that provisions to restore the vehicle in question are presently being made, then the Mayor and/or Chief of Police may make such orders as are necessary to abate any hazards or dangerous conditions or nuisances.

# §183-7. Hearing.

- A. Any person aggrieved by the decision of the Mayor and/or Chief of Police may request and shall then be granted a hearing before the Perkasie Borough Council, provided he files with the Borough Council, within 10 days after notice of the Mayor and/or Chief of Police's decision, a written petition requesting such hearing and setting forth a brief statement of the grounds therefor. The hearing shall commence not later than 30 days after the date on which the petition was filed unless postponed for sufficient case.
- B. After such hearing, the Borough Council shall sustain, modify or overrule the action of the Mayor and/or the Chief of Police as the case may be.

# §183-8. Violations and Penalties.

Any person who violates or permits a violation of this chapter shall, upon conviction in a summary proceeding under the Pennsylvania Rules of Criminal Procedure, be guilty of a summary offense and shall be punishable by a fine of not more than \$1,000, plus court costs and reasonable attorneys' fees incurred by the Borough in the enforcement proceedings. Upon judgment against any person by summary conviction, or by proceedings by summons on default of the payment of the fine or penalty imposed and the costs, the defendant may be sentenced and committed to the county correctional facility for a period not exceeding 30 days. Each day that such violation exists shall constitute a separate offense, and each section of this chapter that is violated shall also constitute a separate offense. In addition to or in lieu of enforcement under this section, the Borough may enforce this chapter in equity in the Court of Common Pleas of Bucks County.

# §183-9. Remedies not Mutually Exclusive.

The remedies provided herein for the enforcement of this chapter, or any remedy provided by law, shall not be deemed mutually exclusive; rather they may be employed simultaneously or consecutively at the option of the Borough Council.

# §183-10. Severability.

If any provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, unenforceable, unconstitutional, or void, for any reason, only that provision shall be illegal, invalid, unenforceable, unconstitutional, or void, and the remainder of this Agreement shall be in full force and effect.

**<u>SECTION 2</u>**. This Ordinance shall become effective five (5) days after enactment.

Approved by the Borough Council of the Borough of Perkasie, this 6th day of March,

2023.

ATTEST:

# **BOROUGH OF PERKASIE**

Andrea L. Coaxum, Secretary

James Ryder, Council President

Examined and approved this 6th day of March, 2023.

Jeff Hollenbach, Mayor

# THIS ORDINANCE SHALL BECOME EFFECTIVE FIVE (5) DAYS AFTER ENACTMENT AND SIGNATURE

# Admin

From:	rschurr perkasiepd.org <rschurr@perkasiepd.org></rschurr@perkasiepd.org>
Sent:	Wednesday, March 1, 2023 9:22 AM
То:	Admin; Andrea Coaxum; Jeff Hollenbach
Subject:	FW: Perkasie PD - Durex Flooring Proposal
Attachments:	Perkasie PD - Durex Flooring Proposal.pdf

Megan,

Can we add this to the agenda as well. I would like to get council approval to move forward with the cell floor repair before the toilets are installed.

Thank you,

Bob

From: Kevin Vanderlinden <Kevin.Vand@durexcoverings.com>
Sent: Tuesday, February 28, 2023 11:13 AM
To: rschurr perkasiepd.org <rschurr@perkasiepd.org>
Subject: FW: Perkasie PD - Durex Flooring Proposal

Good morning Chief,

Thanks for your time last week!

Please see attached epoxy flooring proposal and let me know what questions you may have.

Thank you

Kevin V

### Kevin VanDerLinden

Durex Coverings, Inc. 53 Industrial Road Brownstown, PA 17508 P: 717-626-8566 F: 717-859-2158 C: 410-507-6916

Visit us at www.durexcoverings.com



# Why choose Durex?

Durex has been a leader in the specialty flooring and underlayment industry since 1964. Our 50+ year history as a successful specialty contractor is the direct result of the following core attributes:

# All Durex Field Installers and Project Managers are direct employees – not contractors!

- We do not subcontract labor
- The person working with you on site is a Durex employee. This gives us the control to maintain the quality of our finished product.

# Two office locations with resources available to meet project schedule demands

- · Durex has offices in Maryland and Pennsylvania.
- We are one company! Durex has resources available in two locations to service the needs of your project.

### 40+ certified Durex installers

Durex employees are long-term team players

- 37% of our employees have 15+ years of service with Durex
- 24% of our employees have 20+ years of service with Durex
- 10% of our employees have 30+ years of service with Durex

50+ years of experience as a privately owned and operated company

Durex is more than capable of providing the installation quality that your firm expects, as well as the manpower necessary to meet the demands of the schedule.

Thank you for giving Durex the opportunity to provide a proposal for your upcoming project.

Regards,

The p Delalo

Kevin DeCarlo President



50 THOMAS AVENUE • BALTIMORE, MD 21225 PHONE 410.579.8770 FAX 410.579.8775 durexcoverings.com 53 INDUSTRIAL ROAD • BROWNSTOWN, PA 17508 PHONE 717.626.8566 FAX 717.859.2158 PA HIC# PA 010418

# Impax Floor

A low maintenance floor system with non-slip additive options, Impax Floor is designed to keep your facility clean and sanitary without a rigorous maintenance program.

Eliminate waxing, striping & polishing from your floor maintenance program. Products in the Impax Floor line only require cleaning to maintain the floor system.

# **GENERAL USES**

- » Manufacturing and Packaging
- » Automotive Facilities
- » "Back-of-the-House"
- » General "Shop Floor" Environments
- » Firehouses and Hangars





OFFICES IN MARYLAND AND PENNSYLVANIA PHONE 800.722.1186 durexcoverings.com



Chemical resistant finish coats are available for harsh environments. The Mosaix Floor product line can be customized to meet the needs of your facility.

Non-skid additives can be customized to create the texture that is right for your facility. Texture additives are available from glass smooth, to "ouch" rough, and everything in between.

Antimicrobial additives are available to make sure your facility stays clean!





# **IMPAX FLOOR PRODUCT LINE:**

- » Impax Floor SL: Light-duty resin floor system with self-leveling properties
- » Impax Floor: Standard seamless non-skid resin floor system
- » Impax Floor HD: Trowel grade version for heavy duty environments
- » Impax MER: Mechanical Equipment Room industrial waterproof floor system

# **Standard Colors**



# Epoxy, MMA, Polyaspartic, #467 Urethane & #570 Polysiloxane



▲ MMA color available.

**\* Premium Color**, available upon request and additional surcharges apply.

# CONTACT YOUR LOCAL SALES REPRESENTATIVE PRIOR TO ORDERING CUSTOM COLORS, AS WELL AS, EXTENDED LEAD TIMES FOR CERTAIN COLORS.

Colors shown are approximations. It is strongly recommended that color selection is based on applied samples or project mock-ups that replicate job-site conditions. Review the technical data sheet of the product to be pigmented with pigment packs to verify compatibility and proper usage.



# **Perkasie PD**

**Epoxy Flooring Proposal** 

February 27, 2023

**Contact: Robert Schurr** 215-257-6876 rschurr@perkasiepd.org

Thank you for giving Durex the opportunity to provide a proposal for your upcoming project. Please see our scope of work and proposal below.

# **Scope of Work**

# **Base Bid**

Mechanically prepare substrate by means of shot-blasting and/or diamond grinding as required

Install approximately 224 SF of resinous flooring

Install approximately 0 LF of seamless cove base

Rooms to be included: 2 Cells

System design based on Impax by Durex

Total system thickness to be a nominal 1/16"

TOTAL INVESTMENT:

\$4,500.00

# EXCLUDED: (from this pricing)

Protection & cleaning after system is installed

Slope or pitch to drain - floor system will reflect contour of existing substrate

Multiple mobilizations

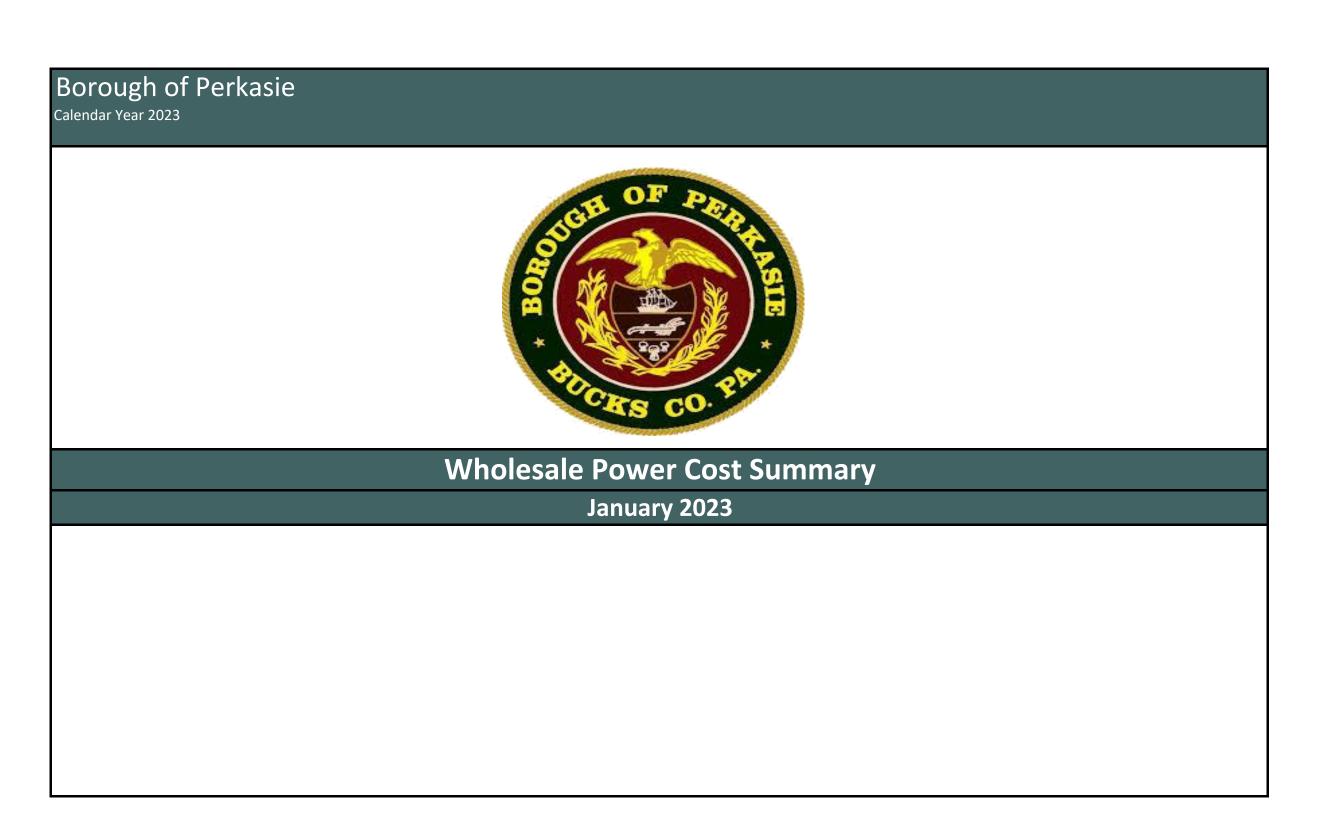
Weekend / after-hours premium installation

Moisture Vapor Emissions Mitigation

Prevailing Wage Scale - Please contact our office if this item should be included

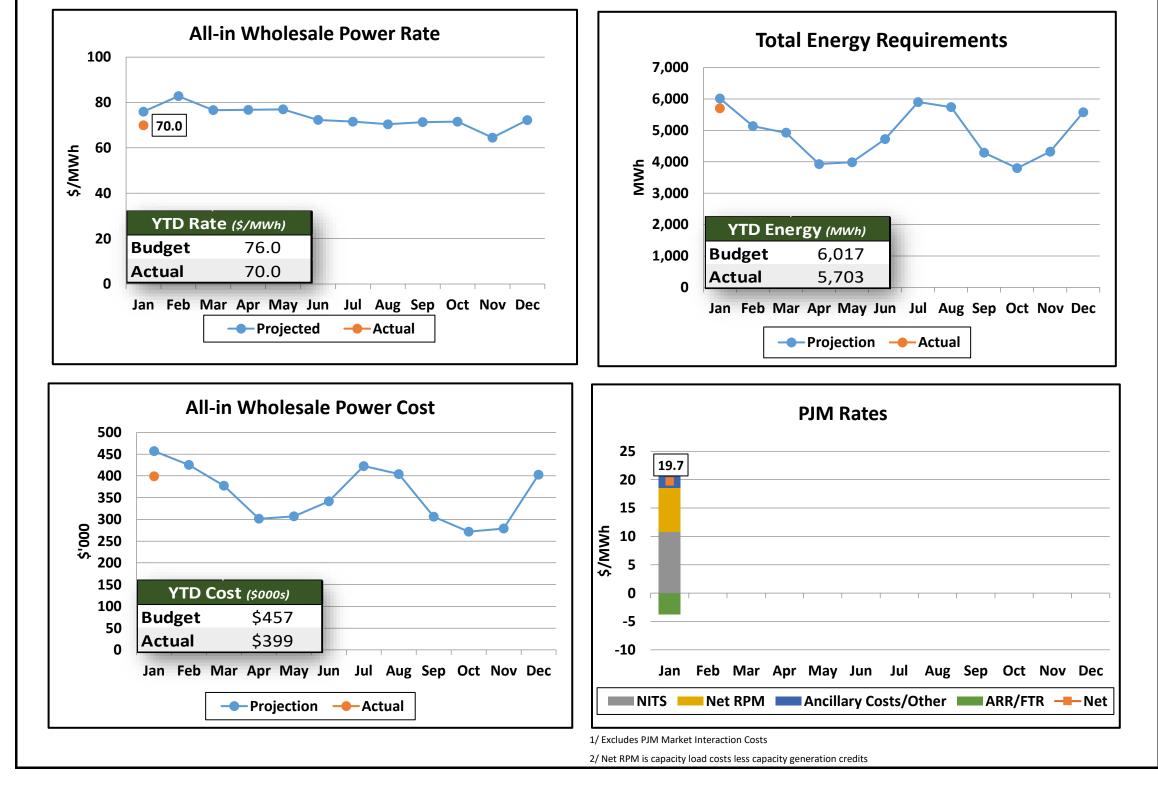
SUBMITTED BY: Kevin VanDerLinden

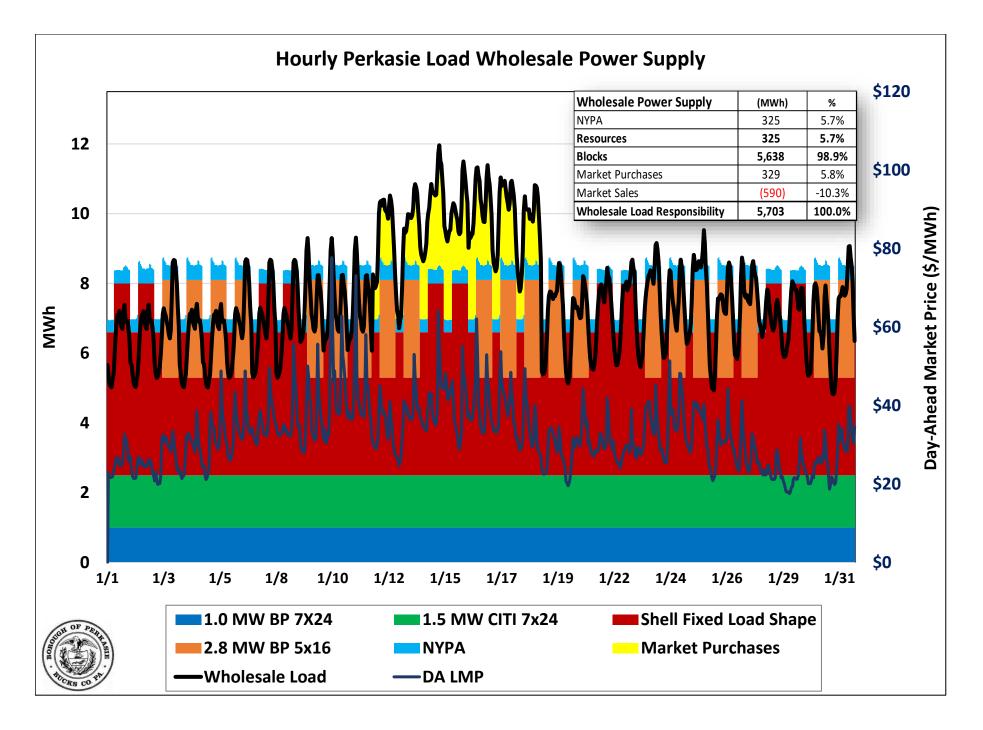






# 2023 Year to Date Wholesale Power Summary







# 2023 Year to Date Summary

# All-In Rate Summary

	Resourc	e Cost <sup>1</sup>	Purchase	d Blocks <sup>1</sup>	Market Pi	urchases <sup>1</sup>	Market	: Sales <sup>1</sup>	Total End	ergy Cost	PJM	Cost <sup>2</sup>	Miscell Cos	aneous sts <sup>3</sup>	All-In	Rate <sup>4</sup>	Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh
Jan-23	\$21.45	\$28.47	\$50.23	\$48.50	\$145.77	\$40.41	\$116.08	\$28.66	\$51.46	\$48.95	\$22.97	\$19.67	\$1.53	\$1.35	\$75.96	\$69.97	(5.99)
Feb-23	\$21.82	-	\$48.23	-	\$158.35	-	\$73.41	-	\$54.41	-	\$26.82	-	\$1.56	-	\$82.79	-	
Mar-23	\$23.85	-	\$45.59	-	\$90.90	-	\$62.78	-	\$47.14	-	\$27.94	-	\$1.56	-	\$76.65	-	
Apr-23	\$24.78	-	\$40.48	-	\$58.45	-	\$48.86	-	\$40.26	-	\$34.89	-	\$1.61	-	\$76.77	-	
May-23	\$24.22	-	\$40.17	-	\$66.79	-	\$44.29	-	\$41.01	-	\$34.39	-	\$1.61	-	\$77.01	-	
Jun-23	\$25.55	-	\$45.76	-	\$74.46	-	\$43.82	-	\$46.91	-	\$23.84	-	\$1.58	-	\$72.33	-	
Jul-23	\$24.93	-	\$49.38	-	\$83.40	-	\$47.39	-	\$50.86	-	\$19.18	-	\$1.54	-	\$71.58	-	
Aug-23	\$25.15	-	\$47.68	-	\$81.98	-	\$46.49	-	\$49.17	-	\$19.72	-	\$1.54	-	\$70.43	-	
Sep-23	\$25.93	-	\$42.80	-	\$63.07	-	\$44.86	-	\$43.56	-	\$26.20	-	\$1.60	-	\$71.36	-	
Oct-23	\$26.38	-	\$41.05	-	\$51.43	-	\$41.53	-	\$40.44	-	\$29.51	-	\$1.62	-	\$71.56	-	
Nov-23	\$22.59	-	\$38.95	-	\$62.76	-	\$74.19	-	\$36.94	-	\$26.00	-	\$1.59	-	\$64.53	-	
Dec-23	\$22.16	-	\$45.61	-	\$84.20	-	\$58.92	-	\$46.00	-	\$24.73	-	\$1.54	-	\$72.28	-	
YTD	\$21.45	\$28.47	\$50.23	\$48.50	\$145.77	\$40.41	\$116.08	\$28.66	\$51.46	\$48.95	\$22.97	\$19.67	\$0.02	\$1.35	\$75.96	\$69.97	(\$5.99)

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

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales



# 2023 Year to Date Summary

# Energy Supply Summary (MWh)

		NYPA		Market P	urchases	Market Sales			
	Projected	Actual	Capacity Factor <sup>1</sup>	Projected	Actual	Projected	Actual		
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)		
Jan-23	276	325	78%	291	329	(189)	(590)		
Feb-23	250	-	0%	378	-	(133)	-		
Mar-23	277	-	0%	418	-	(310)	-		
Apr-23	268	-	0%	253	-	(144)	-		
May-23	276	-	0%	317	-	(171)	-		
Jun-23	246	-	0%	472	-	(497)	-		
Jul-23	252	-	0%	410	-	(463)	-		
Aug-23	252	-	0%	400	-	(437)	-		
Sep-23	246	-	0%	388	-	(223)	-		
Oct-23	276	-	0%	174	-	(142)	-		
Nov-23	268	-	0%	213	-	(266)	-		
Dec-23	277	-	0%	311	_	(247)	-		
YTD	276	325	78%	291	329	(189)	(590)		

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

# 2023 Year to Date Summary

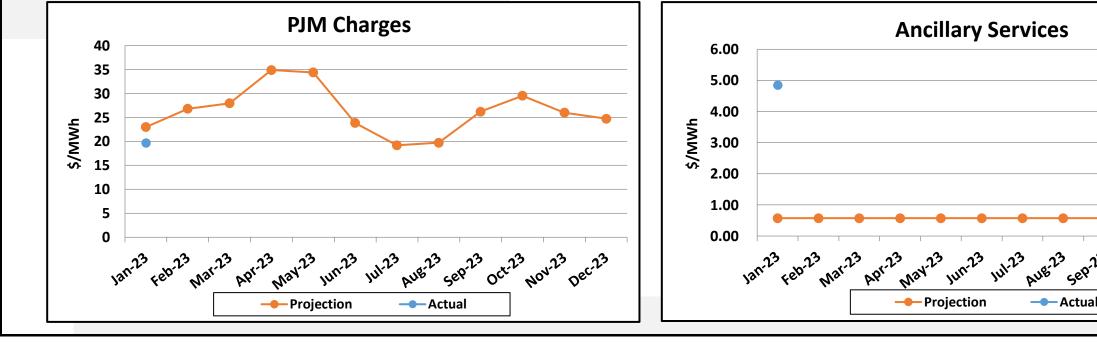
# PJM Charge Summary (excl. PJM Market Interaction Costs)

	NI	TS	Net	RPM <sup>1</sup>	ARR/	FTR	Anci Services	llary /Other <sup>2</sup>	То	tal	Contribution
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)
Jan-23	91	62	43	44	-	(21)	3	28	138	112	\$22.97
Feb-23	91	-	43	-	-	-	3	-	138	-	\$26.82
Mar-23	91	-	43	-	-	-	3	-	138	-	\$27.94
Apr-23	91	-	43	-	-	-	2	-	137	-	\$34.89
May-23	91	-	43	-	-	-	2	-	137	-	\$34.39
Jun-23	91	-	18	-	-	-	3	-	113	-	\$23.84
Jul-23	91	-	18	-	-	-	3	-	113	-	\$19.18
Aug-23	91	-	18	-	-	-	3	-	113	-	\$19.72
Sep-23	91	-	18	-	-	-	2	-	112	-	\$26.20
Oct-23	91	-	18	-	-	-	2	-	112	-	\$29.51
Nov-23	91	-	18	-	-	-	2	-	112	-	\$26.00
Dec-23	91	-	43	-	-	-	3	-	138	-	\$24.73
YTD	91	62	43	44	0	(21)	3	28	138	112	22.97

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

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

3/ The Rate is based on Total Sales



		OF PERPENSIE OF PERPENSIE PERPENSIE
		43
	o All-In Rate <sup>3</sup>	Delta
d	Actual	
	<i>(\$/MWh)</i> \$19.67	(\$/MWh) (\$3.30)
	\$19.67	(\$3.30)
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
	-	-
		_
	19.67	(3.30)
	15.07	(3.30)
23	,23 ,23	c <sup>23</sup>
	Det 23 NOV 23 De	×
al		

					January 2023	•				+HICHS CO.
			Projected			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW	(\$/MWh) / (\$/kW-mo)	(\$)
Invoic	e Summary <sup>1</sup>									
1. /	AMP	6,017	\$50	\$298,334	5,703	\$51	\$290,469	(313.43)	\$1.35	(\$7,865)
(a) I	ΝΥΡΑ	276	\$21.45	\$5,928	325	\$28.40	\$9,243	49.09	\$6.95	\$3,315
(b) I	PA Peaking Project	0	\$0.00	\$0	0.1	\$199.74	\$23	0.12	\$199.74	\$23
(c) I	Purchased Blocks	5,638	\$50.23	\$283,195	5,638	\$48.50	\$273,489	0.00	(\$1.72)	(\$9,706)
(d) I	Miscellaneous Costs <sup>2</sup>	6,017	\$1.53	\$9,211	5,703	\$1.35	\$7,714	(313.43)	(\$0.18)	(\$1,497)
2. I	MIA	6,017	\$26.38	\$158,706	5,703	\$19.04	\$108,609	(313.43)	(\$7.33)	(\$50,097)
(a) I	Market Purchases	291	\$145.77	\$42,430	329	\$40.41	\$13,299	38.05	(\$105.37)	(\$29,130)
(b) I	Market Sales	(189)	\$116.08	(\$21,943)	(590)	\$28.66	(\$16,900)	(400.56)	(\$87.42)	\$5,042
(c) (	Charges/(Credits) <sup>3</sup>	6,017	\$22.97	\$138,219	5,703	\$19.67	\$112,210	(313.43)	(\$3.30)	(\$26,009)
	Fotal Wholesale Power Costs <sup>4</sup> :	6,017	\$75.96	\$457,040	5,703	\$69.97	\$399,078	(313)	(\$5.99)	(\$57,962)



										OR
				Ja	nuary 2023					CRS C
			Projection			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	/ Total Cost ( (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW- mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
ΛΡ										
sou	ırces									
	ΝΥΡΑ									
	Fixed Charge	0.6	\$6.28	\$3,511	0.6	\$4.06	\$2,271	0	(2.22)	(\$1,239)
	Energy Charge	276	\$12.30	\$3,400	325	\$25.05	\$8,154	49	12.75	\$4,755
	Other Adjustments		-	\$0			\$0	0	0.00	\$0
	Congestion & Losses	276	(\$3.55)	(\$982)	325	(\$3.63)	(\$1,183)	49	(0.08)	(\$200)
	All in Cost	276	\$21.45	\$5,928	325	\$28.40	\$9,243	49	6.95	\$3,315
	PA Peaking Project									
	Fixed Charge	0.0	\$0.00	\$0	4.3	\$0.00	\$0	4	0.00	\$0
	Energy Charge	0.0	\$0.00	\$0	0.1	\$199.74	\$23	0	199.74	\$23
	Congestion & Losses	0	\$0.00	\$0	0.1	\$0.00	\$25 \$0	0	0.00	\$25 \$0
•	All in Cost	0	\$0.00	\$0	0.1	\$199.74	\$23	0	199.74	\$23
				-						
	Total - Resources	276	\$21.45	\$5,928	326	\$28.46	\$9,266	49	7.01	\$3,338
ırch	ased Blocks									
3.	BP 1.0 MW 7x24 (PPL)									
<b>.</b>	Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
j.	Congestion & Losses	744	\$0.00	\$301	744	(\$1.58)	(\$1,172)	0	(1.58)	(\$1,473)
i.	All in Cost	744	\$35.11	\$26,125	744	\$33.13	\$24,652	0	(1.98)	(\$1,473)
	BP 2.8 MW 5x16 (PPL)									
• 5.	Energy Charge	941	\$40.91	\$38,488	941	\$40.91	\$38,488	0	0.00	\$0
).	Congestion & Losses	941	\$40.91	\$454	941	(\$2.44)				
).	All in Cost	941	\$0.48	\$38,942	941	\$38.47	<mark>(\$2,293)</mark> \$36,195	0 0	(2.92) (2.92)	(\$2,747) (\$2,747)
			Ş41.55	<i>330,342</i>	541	Ş36.47	\$20,192	0	(2.92)	(\$2,747)
•	Shell Fixed Load Shape 2x16 (PF	-								
2.	Energy Charge	880	\$64.85	\$57,068	880	\$64.85	\$57,068	0	0.00	\$0
	Congestion & Losses	880	\$0.33	\$286	880	(\$1.18)	(\$1,035)	0	(1.50)	(\$1,321)
••	All in Cost	880	\$65.18	\$57,354	880	\$63.67	\$56,033	0	(1.50)	(\$1,321)
	Shell Fixed Load Shape 5x16 (PP	PL)								
j.	Energy Charge	941	\$64.85	\$61,011	941	\$64.85	\$61,011	0	0.00	\$0
<b>'</b> .	Congestion & Losses	941	\$0.48	\$454	941	(\$2.44)	(\$2,293)	0	(2.92)	(\$2,747)
	All in Cost	941	\$65.33	\$61,465	941	\$62.41	\$58,718	0	(2.92)	(\$2,747)
	Shell Fixed Load Shape 7x8 (PPL									
			6C4.05	¢65 020	1 0 4 7	604.05	¢65,020	0	0.00	ćo
	Energy Charge	1,017	\$64.85	\$65,939	1,017	\$64.85	\$65,939	0	0.00	\$0
	Congestion & Losses	1,017	\$0.33 \$65.18	\$331	1,017	(\$0.67) \$64.18	(\$676) \$65.262	0	(0.99)	(\$1,007) (\$1,007)
	All in Cost	1,017	\$65.18	\$66,270	1,017	\$64.18	\$65,263	0	(0.99)	(\$1,007)
	CITI 1.5 MW 7x24 (PPL Resid)									
	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
•	Congestion & Losses	1,116	\$0.40	\$451	1,116	\$0.04	\$40	0	(0.37)	(\$412)
•	All in Cost	1,116	\$29.60	\$33,038	1,116	\$29.24	\$32,627	0	(0.37)	(\$412)
•	Total - Purchased Blocks	5,638	\$50.23	\$283,195	5,638	\$48.50	\$273,489	0	(1.72)	(\$9,706)

2/28/2023

301	ough of Perkasie									ROBUST OF
				Ja	nuary 2023					AUCHS
			Projection			Actual			Delta	
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	/ Total Cost (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW- mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
lisce	laneous Costs									
8.	AMP Fees	6,017	\$1.53	\$9,211	5,703	\$1.35	\$7,714	(313)	(0.18)	(\$1,497)
9.	Total - Miscellaneous Costs	6,017	\$1.53	\$9,211	5,703	\$1.35	\$7,714	(313)	(0.18)	(\$1,497)
0.	Total - AMP			\$298,334			\$290,469	0	0.00	(\$7,865)
JM C	harges									
1.	Market Interaction									
2.	Net Market Purchases	291	\$145.77	\$42,430	329	\$40.41	\$13,299	38	(\$105.37)	(\$29,130)
3.	Day-Ahead Purchases				11	\$43.00	\$482	11	\$43.00	\$482
4.	Balancing Purchases				664	\$36.26	\$24,064	664	\$36.26	\$24,064
5.	Net Market Sales	(189)	\$116.08	(\$21,943)	(590)	\$28.66	(\$16,900)	(401)	(\$87.42)	\$5,042
6.	Day-Ahead Sales				(882)	\$29.94	(\$26,404)	(882)	\$29.94	(\$26,404)
7.	Balancing Sales				(53)	\$32.65	(\$1,743)	(53)	\$32.65	(\$1,743)
8.	NITS	12	\$7.32	\$91,390	8	\$7.53	\$61,709	(4)	\$0.20	(\$29,681)
9.	Other Transmission Charges	12	\$0.00	\$0	8	\$0.96	\$7,843	(4)	\$0.96	\$7,843
).	RPM Capacity									
1.	RPM Charge	16	\$2.86	\$45,009	15	\$3.00	\$46,268	0	\$0.13	\$1,259
2.	RPM Credit	-	1	(\$1,639)	-	,	(\$2,079)	-		(\$440)
3.	PA Peaking Project			\$0			\$0			\$0
4.	Net RPM			\$43,370			\$44,189			\$819
5.	Ancillary	6,017	\$0.57	\$3,460	5,703	\$0.43	\$2,469	(313)	(\$0.14)	(\$990)
6.	ARR/FTR Credits	6,017	\$0.00	\$0	5,703	(\$3.74)	(\$21,351)	(313)	(\$3.74)	(\$21,351)
7.	Administration Charges	6,017	\$0.00	\$0	5,703	\$0.42	\$2,423	(313)	\$0.42	\$2,423
3.	True-Up Load Reconciliation			\$0			\$14,928			\$14,928
9.	Total PJM Charges	6,017	\$26.38	\$158,706	5,703	\$19.04	\$108,609	(313)	(\$7.33)	(\$50,097)

### PERKASIE BOROUGH RESOLUTION NO. 2023-10

# A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL AUTHORIZING A REDUCTION IN THE ESCROW FOR THE PERRY MILL PROJECT (AKA 8<sup>TH</sup> STREET COMMONS ROWHOMES) AS APPROVED BY GILMORE & ASSOCIATES, INC., IN THE AMOUNT OF \$78,710.04 TO REDUCE THE TOTAL ESCROW TO \$1,065,564.67, AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE ESCROW REDUCTION

WHEREAS, reAlliance, LLC ("Applicant") received approval pursuant to Borough Resolution #2022-28, of final approval for Phase I of the subdivision knows as 8<sup>th</sup> Street Commons; and

WHEREAS, HG Properties 85, LP has purchased Phase I of the project consisting of 28 rowhome dwelling units; and

WHEREAS, a Financial Security Agreement (Irrevocable Standby Letter of Credit) dated

December 14, 2022, was entered into between the Borough of Perkasie, and HG Properties 85, LP; and

WHEREAS, upon inspection Gilmore & Associates, Inc., has certified that the Financial Security Fund may be reduced by the amount of \$78,710.04 to a total amount of \$1,065,564.67.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie, that the financial security fund for the Perry Mill project, is hereby reduced by the amount of \$78,710.04 to the sum of \$1,065,564.67.

IT IS FURTHER RESOLVED that the Borough Manager is hereby authorized to sign the Escrow Reduction.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the  $6^{th}$  day of March, 2023.

# **BOROUGH OF PERKASIE:**

ATTEST:

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

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



Project No.: 17-11078-01

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

Reference: Perry Mill (a.k.a. 8<sup>th</sup> Street Commons Rowhomes) Financial Security Escrow Release Request #1

Dear Andrea:

Gilmore & Associates Inc. (G&A) has reviewed the Escrow Release Request #1 from HG Properties 85, LP dated February 22, 2023. Per the Land Development Agreement dated January 3, 2023, a financial security fund in the form of an Irrevocable Standby Letter of Credit has been established by Independent Mortgage Company in the amount of \$1,144,274.71. This request for release of a portion of the financial security fund is for road closure signs and barriers, demo of existing buildings and removal of fence.

In response to the Developer's request, G&A has reviewed the completed site improvements and the items/quantities for this release are as delineated on the attached breakdown. We note that the total amount requested (\$87,455.60) in Escrow Release Request #1 from HG Properties 85, LP takes into account a reduction of \$8,745.56 from Eng/Insp/Legal. Eng/Insp/Legal shall not be reduced until the end of the project. Therefore, the total amount should have been \$78,710.04.

G&A would recommend reducing the financial security fund by Seventy-Eight Thousand Seven Hundred Ten Dollars and Four Cents (\$78,710.04) to the amount of One Million Sixty-Five Thousand Five Hundred Sixty-Four Dollars and Sixty-Seven Cents (\$1,065,564.67).

Please schedule this as an agenda item for the next meeting. If you have any questions regarding the above, please contact this office.

Sincerely,

Douglas C. Rossimo

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

DCR Enclosures: As Referenced

cc: Debbie Sergeant, Code Enforcement Administrator Megan McShane, Executive Assistant Rebecca Deemer, Finance Director Jeffrey P. Garton, Esq., Borough Solicitor Bryan R. Hoover, HG Properties 85, LP 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

February 27, 2023 Release #1

### CERTIFICATE OF COMPLETION

PERRY MILL (A.K.A. 8<sup>TH</sup> STREET COMMONS ROWHOMES)

We, the undersigned, hereby certify that the improvements in connection with the Preliminary and Final Subdivision & Land Development Plans for 8<sup>th</sup> Street Commons dated January 28, 2022 and last revised November 4, 2022 and the Land Development Agreement of Perry Mill dated January 3, 2023 have been completed to the extent that the financial security fund may be reduced by \$78,710.04 dollars to the amount of \$1,065,564.67 dollars.

Borough Engineer

02/27/2023

Date

Borough Manager

Date

#### ESCROW STATUS REPORT



					SUMMA	RY	OF ESCI	ROW ACCOUNT	<u>r</u>						
PROJECT NAME: PROJECT NO.: PROJECT OWNER: MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY AGREEMENT DATE:	,			ONSTF T	RUCTION C TOTAL EN OTAL ESC CURITY AC	CON G/IN ROV CCO REI	DUNT (ESA):	\$ 97,022.89 \$ 77,022.89 \$ 1,144,274.71		AMOUNT OF WC REQUIRED RET AMOUNT OF TH TOTAL ESCROV TOTAL ESCROV TOTAL CONSTR TOTAL ENG/INS TOTAL RETAINA TOTAL CONSTR	AINAGE THIS R IS RELEASE: V RELEASED TC V REMAINING: UCTION CONTI P/LEGAL: NGE TO DATE:	ELEASE (10%): ) DATE: NGENCY:		:	<ul> <li>\$ 87,455.60</li> <li>\$ 8,745.56</li> <li>\$ 78,710.04</li> <li>\$ 78,710.04</li> <li>\$ 1,065,564.67</li> <li>\$ 97,022.89</li> <li>\$ 77,022.89</li> <li>\$ 77,022.89</li> <li>\$ 8,745.56</li> <li>\$ 882,773.33</li> </ul>
	E	SCROW TABULATION						CURRENT R	ELEASE	RELEASED	TO DATE	AVAILABLE	FOR	RELEASE	RELEASE REQ # 2
c	ONSTRUCTION ITEMS	UNITS	QUANTITY		UNIT RICE		TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY		TOTAL AMOUNT	QUANTITY
Rock Cons     Inlet Protec     Inlet Protect     Inlet     Inlet Protect     Inlet Protect     Inlet Prot	est Filter Sock set Filter Sock Seeding- Seed and Mulch ater Filter Bag Vashout enance/Removal & CLEARING	EA EA LF F SF EA EA LS	9 210 783 113,363 1 1 1 1	\$ \$ \$ \$ \$ \$	2,450.00 125.00 5.00 8.00 0.07 500.00 1,400.00 3,000.00	\$ \$ \$ \$ \$ \$ \$	2,450.00 1,125.00 1,050.00 6,264.00 7,935.41 500.00 1,400.00 3,000.00					1 9 210 783 113,363 1 1 1 1	\$ \$ \$ \$ \$ \$ \$	2,450.00 1,125.00 1,050.00 6,264.00 7,935.41 500.00 1,400.00 3,000.00	
<ol> <li>Demo Exis</li> <li>Demo Aspl</li> <li>Demo Cond</li> <li>Remove St</li> <li>Remove St</li> </ol>	crete torm Pipe torm Structure anitary Manhole /ater Line	LS LS SY LF EA EA LF LF	1 6,530 3,847 733 3 1 950 1,418	\$8 \$ \$ \$ \$	1,500.00 30,000.00 5.75 2.65 19.00 1,200.00 1,200.00 16.50 4.20	\$ \$ \$ \$ \$ \$ \$ \$	$\begin{array}{c} 1,500.00\\ 80,000.00\\ 37,547.50\\ 10,194.55\\ 13,927.00\\ 3,600.00\\ 1,200.00\\ 15,675.00\\ 5,955.60\end{array}$	1 1 1,418	\$1,500.00 \$80,000.00 \$5,955.60	1 1 1,418	\$1,500.00 \$80,000.00 \$5,955.60	6,530 3,847 733 3 1 950	\$ \$ \$ \$ \$ \$ \$ \$	37,547.50 10,194.55 13,927.00 3,600.00 1,200.00 15,675.00	
<ol> <li>Cut to Fill</li> <li>Rough Gra</li> <li>Excavate/B</li> </ol>	Backfill Curb Building Pad	CY SF LF SF CY	3,000 120,665 1,291 32,762 720	\$ \$ \$ \$ \$ \$	2.75 0.11	\$ \$	9,600.00 4,826.60 3,550.25 3,603.82 3,492.00					3,000 120,665 1,291 32,762 720	\$ \$ \$ \$ \$	9,600.00 4,826.60 3,550.25 3,603.82 3,492.00	
		EA LF LF LF LF LF LF LF EA	2 590 164 332 20 101 493 162 10	\$ \$ \$ \$ \$ \$	2,195.00 24.00 65.00 68.00 75.00 117.00 125.00 235.00 4,995.00	\$ \$ \$ \$ \$ \$ \$	4,390.00 14,160.00 10,660.00 22,576.00 1,500.00 11,817.00 61,625.00 38,070.00 49,950.00					2 590 164 332 20 101 493 162 10	\$ \$ \$ \$ \$ \$ \$ \$ \$	4,390.00 14,160.00 22,576.00 1,500.00 11,817.00 61,625.00 38,070.00 49,950.00	

#### ESCROW STATUS REPORT



					<u>SUMMA</u>	RY	OF ESCI	ROW ACCOUN	<u>r</u>						
PROJECT NAME: PROJECT NO.: PROJECT OWNER:	Perry Mill 17-11078-01 HG Properties 85, LP		TOTAL C		TRUCTION ( TOTAL EN	CON IG/IN	TRUCTION: ITINGENCY: NSP/LEGAL: W POSTED:	\$ 97,022.89		Amount of W Required Ret Amount of Th	AINAGE THIS R IIS RELEASE:	ELEASE (10%):			<ul> <li>\$ 87,455.60</li> <li>\$ 8,745.56</li> <li>\$ 78,710.04</li> </ul>
MUNICIPALITY: ESCROW AGENT: TYPE OF SECURITY: AGREEMENT DATE:	Perkasie Borough Independent Mortgage Company Irrevocable Standby Letter of Credit January 3, 2023	No. 2900A	ESCR	SW S		RE	DUNT (ESA): LEASE NO.: ASE DATE:	\$ 20,000.00 1 February 27, 2023		TOTAL ESCROV TOTAL ESCROV TOTAL CONSTF TOTAL ENG/INS TOTAL RETAIN/ TOTAL CONSTF	W REMAINING: RUCTION CONT SP/LEGAL: AGE TO DATE:	INGENCY:	EASE	:	<ul> <li>78,710.04</li> <li>1,065,564.67</li> <li>97,022.89</li> <li>77,022.89</li> <li>8,745.56</li> <li>882,773.33</li> </ul>
	ESCROW	/ TABULATION						CURRENT R	ELEASE	RELEASEI	D TO DATE	AVAILABLE	FOR	RELEASE	RELEASE REQ # 2
col	NSTRUCTION ITEMS	UNITS	QUANTITY		UNIT PRICE		TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY		TOTAL AMOUNT	QUANTITY
10. Remove and 11. Inline Tee w/ 12. Terre Kleen S		EA EA EA	1 1 1	\$ \$ \$	6,100.00 4,000.00 85,000.00	\$	6,100.00 4,000.00 85,000.00					1 1 1	\$ \$ \$	6,100.00 4,000.00 85,000.00	
On-Site Paving           1.         Fine Grade a           2.         6" 2A Mod. S           3.         4" 25MM Sup           4.         2" 19MM Sup           5.         Sweep and T           6.         1.5" 9.5MM S           8th Street and Ar         1.           Sawcut Asph         2.           7.         Fine Grade a           3.         6" 2A Mod. S           4.         5" 25MM Sup           5.         Sweep and T           6.         Sweep and T           7.         1.5" 9.5MM S           8.         Curb Seal	tb (on-site) ewalk A Ramps at Existing Ramp nd Compact tone berpave Base Course berpave Binder Course ack Superpave Wearing Course <b>ch Street Paving</b> alt nd Compact tone berpave Base Course uperpave Base Course uperpave Binder Course	LF SF EA EA SY SY SY SY SY SY SY SY SY SY SY SY SY	1,290 6,805 6 2 1,386 1,386 1,386 1,386 1,386 1,386 1,386 3,126	****	1,000.00 500.00	*** *****	31,605.00 40,830.00 6,000.00 1,000.00 1,108.80 11,573.10 31,878.00 20,790.00 1,316.70 18,018.00 2,500.80 26,102.10 89,091.00 56,268.00 2,969.70 40,638.00 1,290.00 1,170.00					$\begin{array}{c} 1,290\\ 6,805\\ 6\\ 2\\ 1,386\\ 1,386\\ 1,386\\ 1,386\\ 1,386\\ 1,386\\ 1,386\\ 1,386\\ 3,126\\ 3,126\\ 3,126\\ 3,126\\ 3,126\\ 3,126\\ 3,126\\ 3,126\\ 1,290\\ 18\\ \end{array}$	****	31,605.00 40,830.00 6,000.00 1,000.00 1,108.80 11,573.10 31,878.00 20,790.00 1,316.70 18,018.00 2,500.80 26,102.10 89,091.00 56,268.00 2,969.70 40,638.00 1,290.00 1,170.00	
VI. <u>SIGNAGE AND S</u> 1. Pavement Lir 2. Signage		LS EA	1 13	\$ \$	3,500.00 200.00		3,500.00 2,600.00					1 13	\$ \$	3,500.00 2,600.00	
		EA EA EA LF LS	24 19 24 140 1	\$ <del>\$</del> \$ \$ \$	350.00 350.00 350.00 20.00 2,000.00	\$ \$ \$	8,400.00 6,650.00 8,400.00 2,800.00 2,000.00					24 19 24 140 1	\$ \$ \$ \$	8,400.00 6,650.00 8,400.00 2,800.00 2,000.00	

#### ESCROW STATUS REPORT



				<u>SUMM</u>	ARY OF ESC	ROW ACCOUN	<u>NT</u>					
PROJECT NAME:	Perry Mill			TOTAL C	ONSTRUCTION:	\$ 970,228.93		AMOUNT OF W	ORK IN PLACE	THIS PERIOD:		\$ 87,455
PROJECT NO .:	17-11078-01		TOTAL CO	NSTRUCTION	CONTINGENCY:	\$ 97,022.89		REQUIRED RET	AINAGE THIS R	ELEASE (10%):		\$ 8,745
PROJECT OWNER:	HG Properties 85, LP			TOTAL E	NG/INSP/LEGAL:	\$ 77,022.89		AMOUNT OF TH	IIS RELEASE:			\$ 78,710
				TOTAL ES	CROW POSTED:	\$ 1,144,274.71						
MUNICIPALITY:	Perkasie Borough							TOTAL ESCRO	V RELEASED TO	D DATE:		\$ 78,710
ESCROW AGENT:	Independent Mortgage Company		ESCRO	W SECURITY A	ACCOUNT (ESA):	\$ 20,000.00		TOTAL ESCROV	V REMAINING:			\$ 1,065,564
TYPE OF SECURITY:	Irrevocable Standby Letter of Credit No. 2	2900A						TOTAL CONSTR		INGENCY:		\$ 97,022
AGREEMENT DATE:	January 3, 2023				RELEASE NO .:			TOTAL ENG/INS	-			\$ 77,022
				F	RELEASE DATE:	February 27, 2023	3	TOTAL RETAIN				\$ 8,745
								TOTAL CONSTR	UCTION AVAIL	ABLE FOR RELE	ASE:	\$ 882,773
	ESCROW TAI	BULATION				CURRENT	RELEASE	RELEASEI	D TO DATE	AVAILABLE I	FOR RELEASE	RELEASE REQ # 2
	DNSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTIT
VIII. <u>MISCELLANEOL</u>												
<ol> <li>Emergency</li> </ol>	Access Bollards	EA	9	\$ 325.00	. ,					9	\$ 2,925.00	L
		SF	64	\$ 40.00	\$ 2,560.00					64	\$ 2,560.00	
2. Emergency				• • • • •								
3. Concrete Mo		EA	8	\$ 250.00	\$ 2,000.00					8	\$ 2,000.00	
• •	onuments			• • • • •	\$ 2,000.00 \$ 11,550.00							



# **Reservation Request**

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

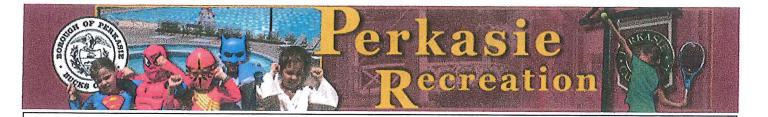
Organization	Name		Address
P.A. Guth Elementary School	Marian Gle	nn	601 N 7TH ST
City	State	Zip Code	Country
PERKASIE	PA	18944	US
Email		Phone	
mglenn@pennridge.org		(215) 266-5528	8
Additional Info			ERITE TO A

We would appreciate the non-profit rate, as we are reserving for elementary school students. The second date reserved (5/24/23) is needed in case it rains on the original field trip date. The fee for that reservation has always been waived in the past.

Purpose	Head Count
4th Grade (Guth) Local Heritage Field Trip	90

Dates	Times	Location
Tuesday, May 23, 2023	12:00 PM - 01:10 PM	Menlo Park - Lions Pavilions 1 & 2 (#2 has stage)
Wednesday, May 24, 2023	12:00 PM - 01:10 PM	Menlo Park - Lions Pavilions 1 & 2 (#2 has stage)

Print Page



# Disclaimer for Menlo Park - Lions Pavilions 1 & 2 (#2 has stage) (Marian Glenn)

#### Indemnification

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

attorneys' fees and all other costs connected therewith, arising out of or connected to the Applicant's use or occupancy of the premises of the Borough.

#### Insurance

ALL RESERVATIONS require a Certificate of Insurance, naming Perkasie Borough as Certificate Holder, evidencing \$1,000,000 in Comprehensive General Liability Insurance and must be received no later than 1 weeks prior to the event. The Borough holds the right to cancel a reservation with no refund if the required paperwork is not provided. Certificate of Insurance can be emailed to <u>parkandrec@perkasieborough.org</u> or dropped off at Borough Hall.

#### Waiver of Subrogation

Such waiver shall apply regardless of the cause of origin of the loss or damage, including the negligence of the Borough and its elected and appointed officials, officers, volunteers, consultants, agents and employees. The Applicant shall advise its insurers of the foregoing and such waiver shall be

provided under the Applicant's commercial property and liability insurance policies and the Applicant's workers compensation insurance policy, if any.

### Damage to Property of the Applicant and its Invitees

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

#### **Damage to Borough Property**

Applicant assumes full responsibility for taking cognizance of the facility conditions at the time of the program. Applicant will be responsible for all damages resulting to or from use of this property. Upon completion of Applicant's operations, Applicant agrees to leave the property in the same

condition as it existed before operations, or pay for and complete restoration of said property within 15 days of the completion of the event.

#### Park Rules and Regulations (Summary)

The undersigned is familiar with all Borough Park Rules

- The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tabacco, vaping, etc
  Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have the authority to refuse consent in any instance
- Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
- Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc.
- All decorations and pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside trash receptacles provided.
- Perkasie Borough Parks and open dawn to dusk

• Perkasie Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damageto persons or property while using the park facilities; all claims for such injury or damage are hereby waived **PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT** 

If you find any problems when you arrive please contact Public Works Department at 215-257-5065 Perkasie Borough Non-Emergency Police can be reached at 215-257-6876 EMERGENCY call 911

Name: Marian Glenn (199.231.178.151)

Date: 2/22/2023 5:54:10 PM



# Borough of Perkasie Park Reservation and Event Application 2023

		Conta	ct Information	n Water and State of the	T INCHER STREET	
Name:		0				
KI	ristin	Kitter				_
Organizatio		124.14	1			
P	rennrida	e Little	Leagu	e.		
Address:					200 W Wall	nut St.
PO	BCX 8			Or	Perkasie,	PA 18944
City: Per K	asie_	State: PA		<sup>Zip:</sup> 18944	· · · · · · · · · · · · · · · · · · ·	<i>(</i> 2
Email: Krc	berts	07 av hotmai	1.1cm	Cell Phone: 267	374 8524	•
Tax Exempt	Organization?	EIN		Phone:		÷.
Yes	🗋 No	2321992	206	215 2	57 2111	
Promo a se	Nuuliastieu.	dia dia dia mandritra inf	AND REAL PROPERTY OF THE PARTY OF	and the Continues of the State	and the second	e
Purpose of A	Contraction of the second state of the	auch as hirthday party a	hauran famili			
Address of the second s		such as birthday party, s ark (if your gathering ha				
		age 3) Please fill out P		-		
	<b>4</b> 4 <b>4 1 1 1 1</b>	rade, block party, festiva				
Conception of the local division of the loca		ugh streets, staff, etc (if )	C			
					nt Application on Page 3	
	ding Applicaton	and a response of the second state of the second se				
Contraction of the second s	and the production of the second second	d 45 days prior to reserve	ation or event			
		nd events with 50 or mo		eauire Council Appro	oval	
		itional services does not		5		
		equire a Certificate of Ins				
		ty Insurance and naming				
To be filled o	ut by Staff Only					
Fees due at t	ime of applicat	ion:	Fees due u	pon Borough Staff/	Council Approval:	
Public gatheri	ngs at Park and P	avilions and Event Base Fee	es A	dditional fees associa	ted with Events	
\$	Park a	nd Pavilion Fee	\$	Addition	al Date Fee	
\$	Electri	c Key Deposit	\$	Road Clo	sure fee	
\$ 50		Permit Base Fee	\$	Electric F	ee	
\$ 50	, 00 Total D	Due	\$	Trash co	lection fee	
			\$	Police or	Fire Police fee	
\$	Total F	Paid	\$	Park and	Pavilion Fee	
	Staff Ir	itials	\$	Electric K	ey Deposit	
			\$	No Parki	ng Signs	
			\$	Total Due		
			\$	Total Pai	the state of the second s	
1999 - 1999 -	and the providence		in the second	Staff Initi		
Distribution:	Police		A STATE AND A STATE OF A DESCRIPTION		Parks & Rec Dept.	
	Fire De	pt. 🗖 Fire Polic	e 🔽	Public Works Dept.	Other:	

				Parl	c and P	Pavili	on F	Reservat	ion			
Date requ	ested:	-23.	Time							Number att	0	
	1		Start-	1	am			End-	llam		100	
	freservatio			0	-	~						
	undro		1	fu	$\cap$	5	) (	<b>\</b>				
Facility Re	quested and					-						
	Pavilion	Located at			Non		and the second	n Profit				
	Rotary	Lenape	\$	40	\$	60	\$	20				
	Skate Park*		\$	60	\$	80	\$	40				
	Kulp	Kulp	\$	60	\$	80	\$	40				
	Lions*	Menlo.	\$	75	\$	95	\$	45				
			D 11		AL			D ('1)				
	Park Area	Located at	Resid	ent	Non F	tes	NOI	n Profit				
	Twin Bridges	Lenape	\$	60	\$	80	\$	40				
	Covered	renabe .	<del>ې</del>	- 00	<u>.</u> ۲	00	7	-+0				
		Lenape	\$	60	\$	80	\$	40				
					•							
Will you ne	ed electric	?	*Elec	tric av	vailable	e at t	hese	e locatio	ns only			
	🛛 Yes		X	No								
Electric Fe	es:											
\$ 25	Electric Key	deposit fe	e (to k	oe ref	unded	whe	n ke	y is retu	rned)			
Notes/Oth	er Requests	:				2		. •				

As a reminder: Borough Ordinance prohibits commercial activites/vendors/funraising in Borough Parks Reservations with more than 200 attendees must also fill out an Event Application (additional fees apply)

The second			E	ent /	Applicati	on				
Name of the Event:				1	and the same of the same of the		1	and the second second second second	C10	
Pennicia		21+1	1-e 1	10	Gile		tom	erun	5K	
Description of the Ev		2177 AM		1 1		-	~			
3 mile	race	e a	nd	<u> </u> r	nile	f	un	Wal		
Date:			Ti	me:				Estir	nated Number of Attend	dees:
Start-	End-		Sta				End-			
Location of the Event	Pa	IK			. " 					
								vilion pleas		
						on (a	dditior	nal fees app	oly)	
Secondary contact fo						-7	01:	/		
the second se	1 40		21	-		/	940	and the second se		
Are there additional of	lates to	your eve	nt: [	] Y	'es		Þ	No		
Dates:									er men en anna ann ann ann ann ann ann ann a	
Additional Services Re			1	4						
Road Closures:**		Yes	1	X	No		(Inclu		oures on map)	
List Roads:				4				Time		· · ·
										-
Parking Restrictions:*		Yes		-1 N	No	·	linclu	do narkina	restrictions on map)	
List Roads:		i es	2		10		Inclu	Time		
	/								•	
â.					· · · · ·				and the fight out entries.	<u></u>
Police or Fire Police:		/es	P		10	-		and the design of the second		
Electric Services:		(es			10		Please	locate on m	ap where electric is neede	d
Trash Collection:		/es	5		lo				) 201 <b>4</b> - 1, goolay, building tan 1, 542 metakonangkin (anto refining policy)	
Any other Special Req	uests:		1							
•										
Services Offered at Eve	ent:									
Food Trucks:			Yes		X	No				
Vendors:			Yes		X	No				
Musicians/Entertainm			Yes		X	No				
lf yes to any									nd entertaiment	
	will b	e require	d with m	arked	location	is on	your s	ketch map		
All Fees:										
			ermit fee	2		5		ee Schedul		
		it Base pe			\$				(1-2 hours)	
		tional da	te fee		\$			our Eletric F		
*Fee due at time of ap	olication	)			r				ee (1-2 hours)	
					т				ce fee (time worked)	
** Any norling root-inti	000 00-	road ala		uira A				rking Signs	(each) event organizer two day	10
Any parking restrict	UIIS dIIU	I Udu CIO	sulesied	uner	VU Pdi Kir	IK JIE			event organizer two day	15

prior. Number of signs required vary on event and must be picked up and paid for at Borough Hall.

## Waiver and Insurance Requirements

#### Indemnification

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

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

#### Waiver of Subrogation

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

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

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

#### Park Rules and Regulations (Summary)

- O The undersigned is familiar with all Borough Park Rules
- O The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- O Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tabacco, vaping, etc
- O Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have the authority to refuse consent in any instance
  - O Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
  - O Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and

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

O Perkasie Borough Parks and open dawn to dusk

O Perkasie Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while using the park facilities; all claims for such injury or damage are hereby waived

### PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

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

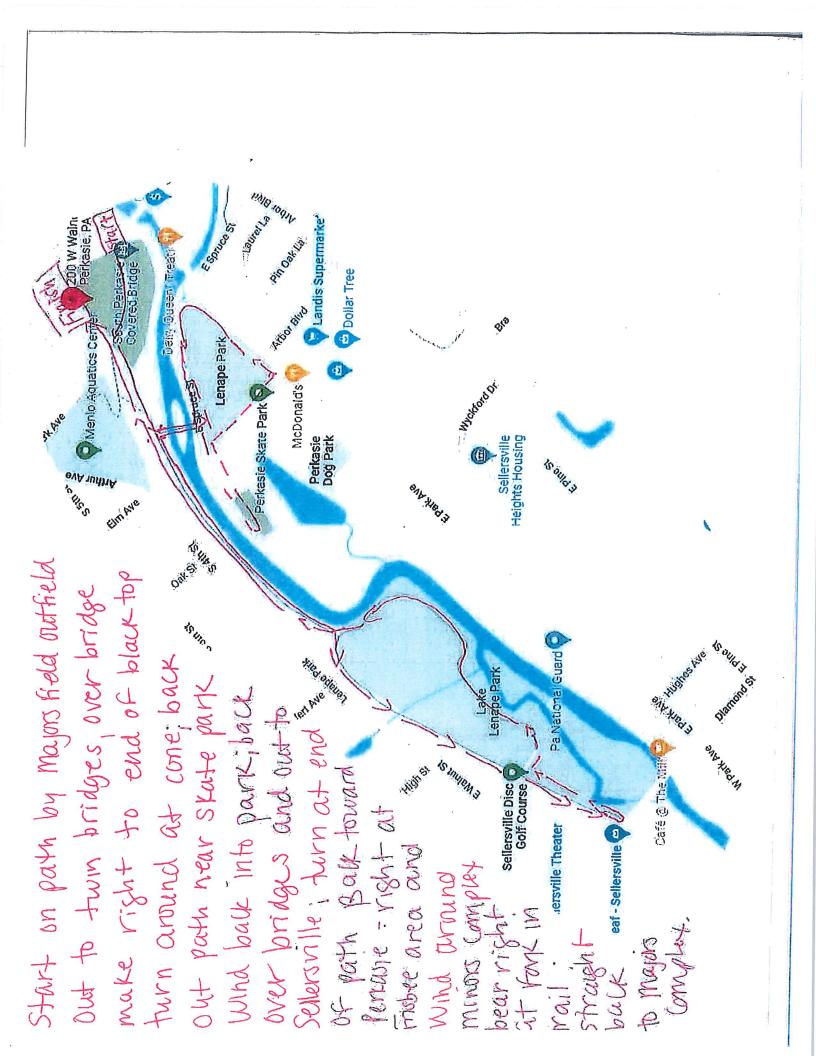
Perkasie Borough Non-Emergency Police can be reached at 215-257-6876

#### EMERGENCY DIAL 911

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

Date of Application:	2.23.23	_By: 	Kristin Ritter	
APPROVED: This	Day of	, 20	, subject to the following conditions:	

Mayor / Borough Manager



ACORD

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/17/2023

								1112020
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT THIS CERTIFICATE OF INSURANCE I OR PRODUCER, AND THE CERTIFICA		NOT	EGATIVELY AMEND, EX CONSTITUTE A CONTRA	CT BETWEEN	THE ISSUING	INSURER(S), AUTHOR	ZED REPI	RESENTATIVE
IMPORTANT: If the certificate holder SUBROGATION IS WAIVED, subject certificate does not confer rights to th	is an	ADD	TIONAL INSURED, the participation of the	policy(les) mus policy, certain ndorsement(s)	t have ADDIT policies may	IONAL INSURED provis require an endorseme	ions or be nt. A stat	e endorsed. If ement on this
PRODUCER				CONTACT NAME	Mass Merch	Underwriting		
K&K Insurance Group, Inc.				PHONE (A/C, No, Ext):	800-722-567	6 - FAX (A/C, No)	260-459	-5105
1712 Magnavox Way				E-MAIL ADDRESS:	NRPA Insur	ance Programs@aon.cor	*	
Fort Wayne Indiana 46804				PRODUCER CUSTOMER ID:				
				0.0010100.0101	INSURER(S) A	FFORDING COVERAGE		NAIC #
INSURED				INSURER A:	Nationwide Mutual Insurance Company			23787
Pennridge Youth League Baseball				INSURER B:	Nationwide Life Insurance Company			66869
PO Box 8				INSURER C:	-			
Perkasie, PA 18944 A Member of the Sports, Leisure & Enter	tainme	ent RP	G	INSURER D:				
				INSURER E:				
				INSURER F:				
COVERAGES			CERTIFICATE NU					N NUMBER:
THIS IS TO CERTIFY THAT THE POLICIES ( NOTWITHSTANDING ANY REQUIREMENT, ISSUED OR MAY PERTAIN, THE INSURANG SUCH POLICIES. LIMITS SHOWN MAY HAVI	TERM	OR CO ORDE	DNDITION OF ANY CONTRA D BY THE POLICIES DESCI	ACT OR OTHER RIBED HEREIN IS	SUBJECT TO	ALL THE TERMS, EXCLUSI	ONS AND C	OD INDICATED. FICATE MAY BE CONDITIONS OF
LTR TYPE OF INSURANCE	ADDL INSD	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		AITS	
X COMMERCIAL GENERAL LIABILITY	X		6BRPG0000007845500	03/24/2023 12:01 AM EDT	03/24/2024 12:01 AM	EACH OCCURRENCE		\$2,000,000
CLAIMS- X OCCUR				12.01 AW EDT	12.01 AW	DAMAGE TO RENTED PREMISES (Ea Occurrence)		\$1,000,000
						MED EXP (Any one person)		\$5,000
						PERSONAL & ADV INJURY	t	\$2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	· · ·	\$5,000,000
POLICY PRO- LOC						PRODUCTS - COMP/OP AGG	Ľ	\$2,000,000
OTHER:			•			LEGAL LIAB TO PARTICIPANTS		\$2,000,000
A AUTOMOBILE LIABILITY		,	6BRPG000007845500	03/24/2023 12:01 AM EDT	03/24/2024 12:01 AM	COMBINED SINGLE LIMIT (Ea accident)	<u> </u>	\$2,000,000
ANY AUTO				12.01 AM EDT	12.01 AIVI	BODILY INJURY (Per person)	[ <u>.</u>	
OWNED AUTOS SCHEDULED ONLY AUTOS						BODILY INJURY (Per accident)		
X AUTOS ONLY X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)		
X NOT PROVIDED WHILE IN HAWAII								
UMBRELLA LIAB OCCUR						EACH OCCURRENCE		
EXCESS LIAB CLAIMS-MADE						AGGREGATE	:	
DED RETENTION								<u> </u>
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A					STATUTE OTHER		·
ANY PROPRIETOR/PARTNER/ Y/N						EL. EACH ACCIDENT	· · ·	
EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE		
If yes, describe under DESCRIPTION						E.L. DISEASE - POLICY LIMIT		
B Participant Accident			6BRPG0000007845500	03/24/2023	03/24/2024	AD&D		\$25,000
				12:01 AM EDT	12:01 AM	Excess Medical - Youth		\$250,000
						Excess Medical - Adult		\$100,000
						LEGAL LIAB TO PARTICIPANTS		NONE
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Legal Liability to Participants (LLP) limit is a per occurrence limit. Sport(s): Baseball Age(s): 12 and under, 16 yrs The certificate holder is added as an additional insured, but only for liability caused, in whole or in part, by the acts or omissions of the named insured.								
CERTIFICATE HOLDER				ANCELLATION				
Borough of Perkesie			IS	HOULD ANY	OF THE ABC	VE DESCRIBED POLI	CIES BE	CANCELLED

CERTIFICATE HOLDER	CANCELLATION
Borough of Perkasie 620 West Chestnut St Perkasie, PA 18960 (Owner/Lessor of Premises)	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE ACT Authorized Representative

POLICY NUMBER: 6BRPG0000007845500

COMMERCIAL GENERAL LIABILITY CG 20 26 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) Borough of Perkasie 520 West Chestnut St Perkasie, PA 18960	
lamed Insured: Pennridge Youth League Baseball	
formation required to complete this Schedule, if not shown above, will be shown in the Declarations.	

- A. Section II Who is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:
  - 1. In the performance of your ongoing operations; or
  - 2. In connection with your premises owned by or rented to you.

## However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- 1. Required by the contract or agreement; or
- 2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



2022

## **BOROUGH OF PERKASIE**

## **INTER-OFFICE MEMORANDUM**

March 2, 2023	
TO:	Andrea Coaxum, Borough Manager
FROM:	Lauren Moll, Director of Parks and Recreation
SUBJECT:	2024 Menlo Aquatics Center Concession Stand Lease

Andrea,

Rita's Lease of the Menlo Concession Stand, originally signed in 2019, is due to expire at the end of the 2023 season. Though Rita's is no longer located in the Borough they have already reached out that they are interested in continuing that lease into the future.

The lease expires on Labor Day 2023 and Council has the opportunity of extending that lease for an additional year or putting the lease out to bid.

Please let me know if you have any questions.

Sincerely, Lauren Moll

## AGREEMENT

THIS AGREEMENT, made this 2<sup>C<sup>th</sup></sup> day of <u>JUM</u>, 2019 by and between BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA (hereinafter called "Borough"), and WUDDER ICE CORP., a Pennsylvania Corporation, "Rita's" (hereinafter called "Contractor").

WHEREAS, Borough desires to contract the Contractor, and Contractor desires to contract from the Borough, the Concession Stand at the Menlo Aquatics Center (the "Premises") as hereinafter defined, subject to the following terms and conditions:

1 Term. The term of the Contract shall run for five (5) pool seasons from Memorial Day 2019 through Labor Day, 2023, and other special events throughout the year. The Borough of Perkasie reserves the option to renew this contract for 2 additional one-year terms if service has been satisfactory and both parties agree, in writing, to said renewals. Contractor will be notified if contract extended no later than November 30, 2023.

2. <u>Payment</u>. Contractor shall pay to the Borough the sum of Four Thousand One Hundred Dollars (\$4,100) with the understanding that the payment of the amount as set forth herin includes the payment of utilities, which the Borough will be providing free of charge, which said payment should be made to the Borough of Perkasie, PO Box 96, 620 West Chestnut Street, Perkasie, PA 18944, and said sum shall be the sum for each and every year of the five (5) years of this Agreement. Not to exceed \$20,500.

- a. June 1, 10% of total contract \$410
- b. August 17, 50% of total contract \$2050
- c. September 28, 40% of total contract \$1640
- 3. **Obligations of The Contractor**. The Contractor is obligated to do the following:
  - a. The Contractor shall be open at all times that the Menlo Aquatics Center is open unless otherwise discussed and agreed upon by the Contractor and Director
  - b. The Concession Stand hours of operation shall be, but are not limited to:
    - Operational and Holidays Hours set forth from Menlo Aquatic Center will be communicated no later than April 30
    - End of season hours to be determined and communicated to Contractor no later than July
    - Contractor will be notified immediate of any closings due to weather/etc as well as the Pool Manager notifying the staff in the concession stand
    - Weather closures occurring after 4:00 pm for longer than 90 minutes, Contractor reserves the right to close for the remainder of the day and will notify the Pool Manager.

{00684456/}

- c. The Concession Stand may open for Pennridge Gators events with the written permission of Pennridge Gators.
- d. The Concession Stand may remain open on Wednesday nights in July to provide food service for Perkasie Borough Summer Concerts unless there is a conflict with a prearranged fundraising event associated with the specific concert, or moved to the future Amphitheater location.
- e. The Contractor shall keep the Concession Stand and adjacent tables in a clean and sanitary condition at all times and surrender the Concession Stand to the Borough of Perkasie at the expiration of this Contract Agreement in the same condition as it was when this Contract Agreement began, ordinary wear and tear is expected.
- f. The Contractor shall assist with the maintenance of the common area adjacent to the Concession Stand as required because of food and/or drink spills or litter related to the Concession Stand operations.
- g. The Contractor shall be responsible for accepting all deliveries pertaining to the Concession Stand operations. MAC Staff is not permitted to accept deliveries
- h. The Contractor shall, at the Contractor's sole expense, arrange to have the Concession Stand, including all equipment, cleaned and inspected at the beginning of the pool season.
- i. The Contractor shall provide trash and recyclable receptacles within the Concession Stand and empty trash and recyclables into the containers provided by the Borough of Perkasie on a regular basis.
- j. The Contractor shall, at The Contractor's sole expense, provide for safe and legal disposal of cooking oil and/or related substances on a regularly scheduled basis.
- k. The Contractor shall pay for all shelving, electrical fixtures, counters and appliances necessary for the operation of the Concession Stand. However, The Contractor shall have the right to use any equipment furnished by Borough.
- In the event that the Contractor attaches to the walls of floors of the concession area, any equipment or improvements, that equipment or improvements shall be considered fixtures of the property and shall not be removed from the premises at the expiration of this Agreement, which said fixtures added to the wall or floors shall be free of any encumbrances.
- m. The Contractor shall secure, at its sole expense, all licenses, permits, equipment, supplies, materials and labor necessary for the satisfactory operation of the Concession Stand. The Contractor shall provide a copy of all permits to the Borough.

{00684456/}

- n. The Contractor shall personally supervise and conduct or provide proper supervision for the Concession Stand and shall supervise any and all employees of the Contractor who fully comply with all sanitation laws, local, state or federal laws, and have cleared background checks.
- o. The Contractor shall maintain accurate accounting records, which may be reviewed by Borough upon request. For the purpose of such review, the Borough through its proper officers or designated agents shall have the right to take inventory (storing proper equipment, food, etc.) of the Concession Stand upon 24-hour notice to the Contractor.
- p. The Contractor shall display to the public the prices for all items offered for sale.
- q. MAC Staff are not permitted within the Concession Stand without Contractor approval unless in emergency situations.
- 4. **Obligations of Borough**. Borough is obligated to do the following:
  - a. Borough shall provide The Contractor space to use the Premises for the purpose of a Concession Stand for the Menlo Aquatics Center. Space will be provided to store all or some equipment during the off season at the sole responsibility of the Contractor. Premises defined as the Concession stand area and adjacent storage room.
  - b. Borough shall provide utilities to the Premises at no cost to the Contractor.
  - c. Borough shall maintain existing Borough equipment including freezers, sinks, and other furnishings as well as existing plumbing, electrical and infrastructure.

5. <u>No Obligations of Borough</u>. The Borough shall assume no obligation or responsibility for safeguarding the Contractor's equipment from acts of vandalism, loss, fire, theft, or Acts of God. The Contractor shall be required to carry insurance for protection of its own property under terms satisfactory to Borough.

6. <u>Alcohol Prohibited</u>. There will be no sale of alcoholic beverages or any items in glass containers at the Premises.

7. <u>No Alterations</u>. The Contractor shall not make any alterations, deletions, or additions in or to the Premises without prior written approval from the Borough.

8. <u>Background Check</u>. The Borough shall require the employees of The Contractor and all involved to clear a Pennsylvania Criminal Background check to the sole satisfaction of the Borough.

9. <u>Breach of Contract</u>. In the event The Contractor materially breaches the Contract, Borough shall provide written notice of the breach to The Contractor (including e-mail) notifying The Contractor of the breach. A material breach shall be defined by Borough at Borough's sole discretion. If the Contractor falls to cure the breach within five (5) days, the Contract shall be considered terminated, and the Contractor shall vacate the premises upon demand of the Borough.

10. <u>Repairs</u>. In the event the Contractor causes damage to the Premises, reasonable wear-andtear excepted, the Contractor shall pay the costs of repairs. In the event Borough must make any repairs for damages caused by the Contractor, Borough will pass on the costs of the repairs to the Contractor, and the Contractor shall pay the costs within ten (10) days.

11. <u>Governing Law</u>. This Agreement shall be governed by and construed under the Laws of the Commonwealth of Pennsylvania.

12. Jutisdiction. The Court of Common Pleas of Bucks County shall have jurisdiction over all matters pertaining to this Contract Agreement.

13. <u>Severability</u>. If any provision of this Contract Agreement shall be deemed unenforceable or invalid by a court of competent jurisdiction, only such provision so declared unenforceable or invalid shall be affected, and all other provisions of this Contract Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed these presents the day and year first above written, and intend to be legally bound thereby.

## BOROUGH:

ATTEST:

By: "

Andrea L. Coaxum, Secretary Borough Manager

BOROUGH OF PERKASIE By:\_\_\_\_\_\_\_ James Ryder, President

Borough Council

RITA'S (WUDDER ICE CORP.)

CONTRACTOR:

ATTEST:

## **RESOLUTION #2023-9** RECORD DISPOSITION

Resolved by the Council of the Borough of Perkasie, that

WHEREAS, by virtue of Resolution No. 90-1, adopted January 2, 1990, the Borough of Perkasie declared its intent to follow the procedures for the disposition of records as set forth in the Municipal Records Act.

WHEREAS, in accordance with Act 428 of 1968, each individual act of disposition shall be approved by resolution of the governing body of the municipality;

NOW, THEREFORE, BE IT RESOLVED That Council of the Borough of Perkasie hereby authorizes the disposition of the following public records as set forth in the Municipal Records Manual approved on July 16, 1993:

DOCUMENT	RANGE OF DATES
Administrative and Legal Records	2012 8 Daine
Proof of Publications & Public Hearing Notices Statements of Financial Interest	2012 & Prior 2017 & Prior
Transient Retail Permits	2017 & Prior 2019 & Prior
Right to Know Requests-2 Years	2019 & Prior
Payroll Records	2015 0 Duite
Payroll Timesheets	2015 & Prior
Quarterly Payroll Tax Reports	2015 & Prior
Park and Recreation Reports	
Park Program Files	2015 & Prior
Menlo Pool Memberships	2017 & Prior
General Financial and Purchasing Records	
General Electric Billing	2015 & Prior
Electric Payment Receipts	2015 & Prior
General Fund Daily Receipts	2015 & Prior
Invoices	2015 & Prior
Accounts Payable Check Registers	2015 & Prior
Bank Statements & Reconciliations	2015 & Prior
Receivables	2015 & Prior

THIS RESOLUTION WAS DULY ADOPTED by the Perkasie Borough Council on the  $6^{\text{th}}$  day of March, 2023.

## **BOROUGH OF PERKASIE**:

ATTEST:

By:\_\_\_\_\_

James Ryder, Council President

By:\_\_\_

Andrea Coaxum, Secretary

## PENNRIDGE COMMUNITY CENTER 146 EAST MAIN STREET PERKASIE, PENNSYLVANIA 18944 215-453-7027-7028

## **BOROUGH OF PERKASIE**

FEB 2 3 2023

Dear Donor:

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

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

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

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

Sincerely,

Patricia Dahma

Pennridge Senior Center

215-257-9624

Pat Gahman

EIN 231626555

Thank you for the paol tickets last year.



## <u>Tea Party</u>

Tickets: See Receptionist, or call 215-453-7027 (only 80 tickets for sale)

Where: Pennridge Community Center (to benefit Pennridge Community Center) 146 East Main Street

Perkasie, PA 18944 (this is the mailing address) physical address is Silverdale, PA 18962

Date: Thursday, April 13, 2023

Time: 1:00 pm-3:00 pm

Cost: \$15.00

Deadline: April 6, 2023

Tea, scones, tea sandwiches, and desserts. There will be a 50/50 raffle and baskets raffle.





February 13, 2023

Dear Councilmember Ryder,

The Perkasie Pride Committee is working to build upon the tremendous success of the Borough's 2021 and 2022 Pride celebrations. We are very excited about our 2023 calendar of events, which will be announced soon. We very much appreciate Borough Council's support of the annual Family Pride Festival and the donation of four Menlo Aquatics Center day-passes for last year's Family Drag Bingo event, which was sold out. We are writing to request Menlo Aquatics Center day-passes again to be used as a prize at the 2023 Family Drag Bingo event, scheduled for June 17, 2023 at 7pm.

This fun and family-friendly evening will be an opportunity to learn about and show support for gender non-conforming members of the LGBTQIA+ community. As we are sure you know, our LGBTQIA+ neighbors are particularly vulnerable to violence, discrimination, and rejection. LGBTQIA+ individuals are at significantly disproportionate rates of suicide, poverty and homelessness. We hope to make Family Drag Bingo an annual event to provide a safe space where LGBTQIA+ individuals and their families can feel supported and where allies can learn how to better support diversity in our community.

This year's event will be at a larger venue and will draw people from surrounding communities who may not already be familiar with all that Perkasie has to offer. We will leverage the opportunity to promote the many wonderful Perkasie businesses that sponsor and support Perkasie Pride events. In recognition of the role that Pride celebrations play in generating visitors who patronize local businesses, we plan to collaborate with Visit Bucks County on a research project that will assess the economic impact of Pride celebrations across Bucks County.

Please reach out to one of us if you have any questions or need additional information. We thank you for your leadership in our community and for the support that Borough Council has demonstrated for Perkasie Pride.

Best regards,

*Deborah Strouse and Lauren Pareti* Co-Chairs, Perkasie Pride

# Perkasie Borough Council approves funding for additional security

## By JOHN WORTHINGTON | jworthington@montgomerynews.com |

February 21, 2023 at 2:59 p.m. PERKASIE — The Perkasie Borough Council approved over \$30,000 in American Rescue Plan Act (ARPA) funding for additional security in the borough.

The money will fund a new security camera system at the recycling center and electric locks on park restrooms. The new locks are meant to spare police officers from manually locking the restrooms every night.

Passed back in March 2021, the American Rescue Plan Act is a \$1.9 trillion federal economic stimulus bill aimed at helping states, counties and municipalities recover from the COVID-19 pandemic. Perkasie Borough directly received \$863,908 in ARPA funds and currently has less than \$300,000 remaining. The deadline to allocate the remaining funds is December 31, 2024.

Council additionally approved a \$25,000 grant application for a historic district in downtown Perkasie. Council member Scott Bomboy noted that properties on the national register are eligible for a national historic preservation tax credit and must be repaired by FEMA in the event of a national disaster.

Another topic of discussion was maintenance of the walking/biking trail. Council member David Weaver mentioned that the borough is currently clearing some trees along the trail for safety purposes. Council then took the opportunity to address a plan to repave the trail. Borough manager Andrea Coaxum reported that last year's trail system funds were reallocated to the construction of a tennis/pickleball court but anticipated that repaving funds would be available again next year. Council is also considering grant opportunities for the repaving project.

Additionally, Council approved a land development agreement for a new Mavis Tire at 545 Constitution Avenue and greenlit a planned Perkiomen Watershed Conservancy 5K run on March 12 from 10 to 11 a.m.

The next Perkasie Borough Council meeting is on March 6 at 7 p.m. For more information, visit perkasieborough.org.