### PERKASIE BOROUGH COUNCIL

### Agenda for Council Committee Meeting of August 7, 2023

- 1. Meeting Convenes at 7:00PM Council Meeting Room
- 2. Invocation and Pledge of Allegiance Mayor Hollenbach
- 3. Attendance
- 4. Public Forum
- 5. President's Remarks
- 6. Public Hearing Consider Ordinance Amending Code of Ordinances
- 7. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Greg Martin, Dave Weaver, Dave Worthington
  - A. Consider Resolution #2023-33 Request for Handicap Spot at 309 Vine Street
  - B. Consider Hiring of Two Permanent Part-Time Public Works Employees
- 8. Public Utility Committee Meeting, Councilors: Jim Purcell (Chair), Randy Faulkner, Greg Martin, Steve Rose, Dave Weaver
  - A. Perkasie Wholesale Power Cost Monthly Report
- 9. Planning and Zoning Committee Meeting, Councilors: Councilors: Dave Weaver (Chair), Chuck Brooks, Jim Purcell, Steve Rose, Dave Worthington
  - A. Consider Draft Ordinance Amending Code of Ordinances
  - B. Other Business
- 10. Park and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Jim Purcell
  - A. Consider Event Application Grow a Pair 5k
  - B. Other Business
- 11. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Scott Bomboy, Randy Faulkner, Jim Ryder
  - A. Other Business
- 12. Finance Committee Meeting, Councilors: Randy Faulkner (Chair), Scott Bomboy, Jim Purcell, Jim Ryder, Dave Weaver
  - A. Payment of the Bills
  - B. Consider Resolution #2023-32 Revised Application for Multimodal Transportation Fund Grant
  - C. Consider Resolution #2023-34 Escrow Release #4 Constitution Square
  - D. Consider Resolution #2023-35 Final Escrow Release #2 Jeer, LLC
  - E. Consider Approval of New Borough Bank Account: FEMA Funds Covered Bridge
  - F. Consider Resolution #2023-38 902 Municipal Recycling Program Grant Agreement
  - G. Consider Donation Request Quakertown Rotary Event
- 13. Economic Development Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Steve Rose, Randy Faulkner
  - A. Consider Resolution #2023-36 DCED Keystone Communities Grant Application
  - B. Consider Letter of Support for PTIA Façade Grant Application
  - C. Other Business
- 14. Public Safety Committee Meeting, Councilors: Jim Purcell (Chair), Scott Bomboy, Mayor Jeff Hollenbach, Greg Martin, Jim Ryder
  - A. Consider Letter of Support to Bucks County Act 91 Real Estate Tax Credit

- B. Consider Resolution #2023-37 Memorandum of Understanding between Police Department & Pennridge School District
- C. Consider Authorization to Advertise for a Crossing Guard
- D. Consider Request for Fire Police Assistance Sellersville Borough
- 15. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Randy Faulkner, Greg Martin, Jim Purcell
  - A. Other Business
- 16. Report from Youth Councilor
- 17. Other Business
- 18. Public Forum
- 19. Press Forum
- 20. Executive Session
- 21. Adjournment

Next Meeting: Tuesday, September 5, 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 <a href="https://www.perkasieborough.org">www.perkasieborough.org</a>.

### **NOTICE**

**NOTICE IS HEREBY GIVEN** that the Borough Council of the Borough of Perkasie, Bucks County, Pennsylvania, will conduct a public hearing on Monday, August 7, 2023, at 7:00 p.m. at the Perkasie Borough Hall, located at 620 West Chestnut Street, Perkasie, Pennsylvania 18944. The purpose of the public hearing is to consider, and if appropriate, adopt an Ordinance which is summarized as follows:

The Ordinance would amend the provisions of Chapter 135 of the Perkasie Borough Code of Ordinances by adopting the ICC International Property Maintenance Code, First Edition, 2018, as the Property Maintenance Code for Perkasie Borough. In addition, the Ordinance would modify provisions of the following Sections:

- A. Section PM 101.1(page1-1, fourth line): Insert "the Borough of Perkasie".
- B. Section PM 103.5 (page1-4, fourth line): Insert Appropriate Fee Schedule as determined, from time to time by Resolution of the Borough Council of the Borough of Perkasie.
- C. Section PM 111.5 "Postponed hearing" shall be amended to read as follows:
  - Section PM 111.5 Postponed hearing: when a quorum of Borough Council is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.
- D. Section PM 112.4(page1-16, fifth line): Insert "one hundred dollars (\$100.00)" and "one thousand dollars (\$1,000.00)".
- E. Section PM 302.4 (page3-2 second line): Insert "twelve (12) inches".
- F. Section PM 304.14 (page 3-8 first line): Insert "May 1st and October 1st".
- G. Section PM 602.3 (page 6-2 fifth line): Insert "September 1st and May 1st".
- H. Section PM 602.4 (page6-3 third line): Insert "September 1st and May 1st".

The full text of the proposed Ordinance may be examined at the Perkasie Borough Hall, 620 West Chestnut Street, Perkasie, Pennsylvania 18944, during normal business hours and a copy of the Ordinance has been provided to this newspaper and to the Bucks County Law Library.

Jeffrey P. Garton, Esquire Solicitor to the Borough of Perkasie Begley, Carlin & Mandio, LLP 680 Middletown Boulevard Langhorne, PA 19047 (215) 750-0110



# **BOROUGH OF PERKASIE**

## **MEMORANDUM**

DATE: August 1, 2023

TO: Andrea L. Coaxum, Borough Manager

Borough Council Mayor Hollenbach

FROM: Debbie Sergeant, Code Administrator

RE: 2018 International Property Maintenance Code (IPMC)

Perkasie Borough has been using the BOCA National Property Maintenance Code/1993 since 1993. This memo provides information about a few items that would change should Borough Council decide to move forward with adopting the 2018 International Property Maintenance Code (IPMC).

Section PM 302.4 concerns the height of grass and weeds. BOCA 1993 used 10" for enforcement; the 2018 IPMC changes enforcement to 12".

Section PM 304.14 adds a provision that insect screens should be fitted to openable doors and windows between May 1<sup>st</sup> to October 1<sup>st</sup>.

Section PM 602.3 adds a provision that the owners/operators of rental dwelling units shall supply heat from September 1<sup>st</sup> to May 1<sup>st</sup>.

Section PM 602.4 adds a provision that occupiable work spaces must be provided with heat supply from September 1<sup>st</sup> to May 1<sup>st</sup>.

If you have any questions, please let me know.

## PERKASIE BOROUGH ORDINANCE NO.

AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER 135, PROPERTY MAINTENANCE, OF THE CODE OF ORDINANCES OF THE BOROUGH OF PERKASIE WHICH SAID AMENDMENT INCORPORATES THE 2018 INTERNATIONAL PROPERTY MAINTENANCE CODE AS THE PROPERTY MAINTENANCE CODE OF THE BOROUGH SUBJECT TO THE PROVISIONS OF THIS ORDINANCE.

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 adopt the International Property Maintenance Code, with adjustments, as the Property Maintenance Code for the Borough of Perkasie; 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 adopt the International Property Maintenance Code, with adjustments, as the Property Maintenance Code for the Borough of Perkasie; 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 provisions of §135-1 of the Perkasie Borough Code of Ordinances related to property maintenance are herein rescinded and in lieu thereof §135-1 shall read as follows:

### §135-1. Adoption of standards by reference.

The "ICC International Property Maintenance Code, First Edition, 2018", as published by the International Code Council, Inc., be and is hereby adopted as the Existing Structures Code of the Borough of Perkasie in the Commonwealth of Pennsylvania; for the control of buildings and structures as herein provided; and each and all of the regulations, penalties, conditions and terms of said "ICC International Property Maintenance Code, First Edition, 2018" are hereby adopted and made a part hereof, as if fully set out in this chapter with the additional, insertions, deletions and changes, if any, as set forth in Section 2 of this ordinance.

**SECTION 2.** The provisions of §135-3 of the Code of Ordinances of the Borough of Perkasie, Property Maintenance Code, are herein rescinded and in lieu thereof the following is adopted:

## §135-3. Modification of standards.

- A. Section PM 101.1(page1-1, fourth line): Insert "the Borough of Perkasie".
- B. Section PM 103.5 (page1-4, fourth line): Insert Appropriate Fee Schedule as determined, from time to time by Resolution of the Borough Council of the Borough of Perkasie.
- C. Section PM 111.5 "Postponed hearing" shall be amended to read as follows:
  - Section PM 111.5 Postponed hearing: when a quorum of Borough Council is not present to hear an appeal, either the appellant or the appellant's representative shall have the right to request a postponement of the hearing.
- D. Section PM 112.4(page1-16, fifth line): Insert "one hundred dollars (\$100.00)" and "one thousand dollars (\$1,000.00)".

- E. Section PM 302.4 (page 3-2 second line): Insert "twelve (12) inches".
- F. Section PM 304.14 (page 3-8 first line): Insert "May 1st and October 1st".
- G. Section PM 602.3 (page 6-2 fifth line): Insert "September 1st and May 1st".
- H. Section PM 602.4 (page6-3 third line): Insert "September 1st and May 1st".

**SECTION 3.** The provisions of §135-4 of the Code of Ordinances of the Borough of Perkasie, Property Maintenance Code, are herein rescinded and in lieu thereof the following is adopted:

## §135-4. Construal of provisions.

Nothing in this chapter or in the Property Maintenance Code hereby adopted shall be construed to affect any litigation, claims, or disputes pending in any court of competent jurisdiction, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in §135 of this chapter, nor shall any just or legal right or remedy of any character be lost, impaired or affected by the adoption of this ordinance.

**SECTION 4.** Any existing ordinance is hereby repealed to the extent that it is inconsistent with the terms of this amendment.

**SECTION 5.** The ICC International Property Maintenance Code, if amended, shall be incorporated by reference into the Code of Ordinances of the Borough of Perkasie, as it is the intent of this ordinance that such amendment shall automatically become a part of the Code of Ordinances of the Borough of Perkasie without further action by the Borough Council of Perkasie Borough.

**SECTION 6.** If any provision of this ordinance 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 ordinance shall be in full force and effect.

**SECTION 7.** This Ordinance shall become effective five (5) days after enactment.

Approved by the Borough Council of the Borough of Perkasie, this 7th day of August, 2023.

ATTEST:	BOROUGH OF PERKASIE
Andrea L. Coaxum, Secretary	James Ryder, Council President
Examined and approved this $7^{th}$ day of A	<u>xugust</u> , 2023.
	Jeff Hollenbach, Mayor

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

## **Admin**

**From:** rschurr perkasiepd.org <rschurr@perkasiepd.org>

**Sent:** Thursday, July 27, 2023 2:15 PM

**To:** Admin; Andrea Coaxum

**Subject:** FW: Request for Handicap Spot - 309 Vine Street **Attachments:** 7-12-23 Req for Handicap Spot at 309 Vine St.pdf

Jeff Tulone and I looked at the address and we see no issues with putting a sign up for this resident. Could you add it to the agenda for August 7<sup>th</sup>?

Thank you,

Bob

Robert A. Schurr, M.S. Chief of Police Perkasie Borough Police Department 311 S. 9th Street Perkasie, PA 18944 215-257-6876



From: Admin <admin@perkasieborough.org> Sent: Wednesday, July 12, 2023 10:08 AM

To: rschurr perkasiepd.org <rschurr@perkasiepd.org>

Cc: prichardson perkasiepd.org <pri>prichardson@perkasiepd.org>

Subject: Request for Handicap Spot - 309 Vine Street

Good Morning, Chief!

We received the attached letter from Robert Bischoff at 309 Vine Street, asking for a handicap spot in front of his house.

Could you please have one of the officers do their usual investigation work, and let me know if I should proceed with putting this on a future Council agenda?

## Thank you!

## Megan

Megan McShane Executive Assistant Perkasie Borough 620 West Chestnut Street P.O. Box 96 Perkasie, PA 18944

Phone: 215-257-5065 Ext. 109

Fax: 215-257-7673

E-Mail: admin@perkasieborough.org

## PERKASIE BOROUGH RESOLUTION #2023-33

## A RESOLUTION OF THE BOROUGH OF PERKASIE FOR THE CREATION OF A PARKING SPACE RESERVED FOR A HANDICAPPED PERSON OR DISABLED VETERANS

WHEREAS, Perkasie Borough Ordinance #691 provides that Perkasie Borough Council may, by Resolution, establish on the streets or borough parking lot, additional parking spaces reserved for handicapped persons or disabled veterans parking; and

WHEREAS, Borough Council desires to establish such parking spaces.

THEREFORE, BE IT RESOLVED that the following parking space is established and reserved for handicapped persons or disabled veterans at a space in front of 309 Vine Street, Perkasie.

RESOLVED this 7<sup>th</sup> day of August, 2023.

ATTEST:

BOROUGH OF PERKASIE

By:

Andrea L. Coaxum, Secretary

By:

James Ryder, Council President



# **BOROUGH OF PERKASIE**

# **MEMORANDUM**

DATE: July, 28 2023

TO: Andrea Coaxum, Borough Manager

Council Members Mayor Hollenbach

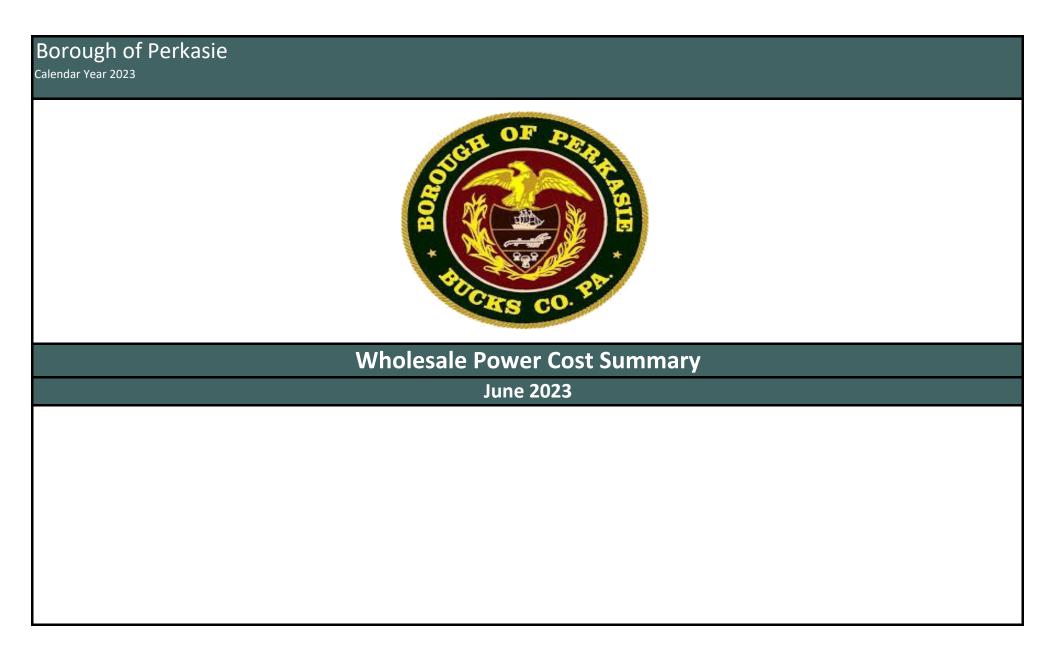
Rebecca Deemer, Finance Director

FROM: Jeffrey Tulone, Public Works Director

Jeffrey Tulone

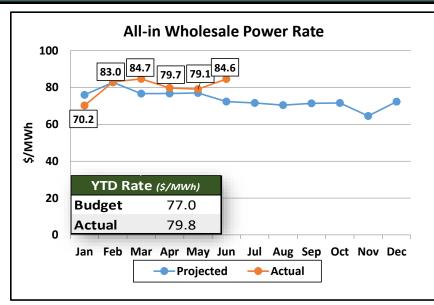
RE: New Permanent Part Time Employees

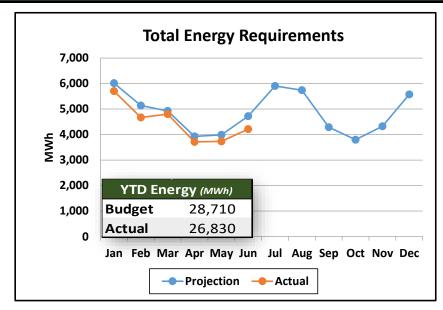
At this time, I would like to ask for Council's approval to hire James Pakenas and Bill Sturtevant for the two open permanent part time positions in the Public Works Department. Both of them come highly recommended and hiring them will bring the Department up to full staff. Their main duties will be collecting refuse and recycling and their starting hourly rate will be \$18.40.

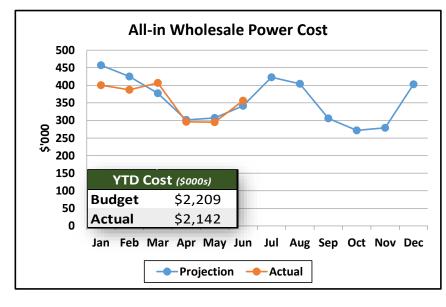


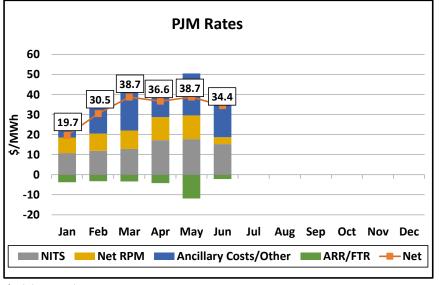


## 2023 Year to Date Wholesale Power Summary



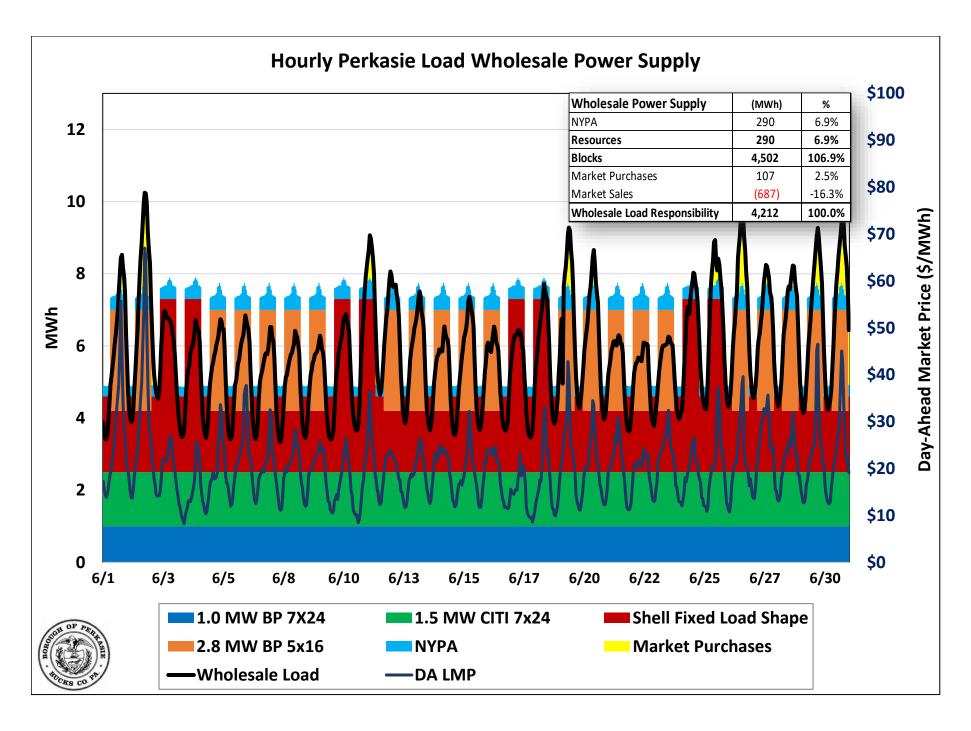






1/ Excludes PJM Market Interaction Costs

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





## 2023 Year to Date Summary

## All-In Rate Summary

	Resourc	ce Cost <sup>1</sup>	Purchase	d Blocks <sup>1</sup>	Market P	urchases <sup>1</sup>	Market	Sales <sup>1</sup>	Total En	ergy Cost	t PJM Cost <sup>2</sup>			Miscellaneous Costs <sup>3</sup>		All-In Rate <sup>4</sup>	
	Projected	Actual	Projected	Actual	Projected	Actual	Actual Projected Ac		Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-23	\$21.45	\$32.51	\$50.23	\$48.50	\$145.77	\$40.41	\$116.08	\$28.66	\$51.46	\$49.18	\$22.97	\$19.67	\$1.53	\$1.35	\$75.96	\$70.20	(5.76)
Feb-23	\$21.82	\$43.10	\$48.23	\$47.83	\$158.35	\$66.23	\$73.41	\$20.62	\$54.41	\$50.99	\$26.82	\$30.46	\$1.56	\$1.51	\$82.79	\$82.96	0.18
Mar-23	\$23.85	\$25.20	\$45.59	\$44.95	\$90.90	\$32.67	\$62.78	\$21.14	\$47.14	\$44.41	\$27.94	\$38.71	\$1.56	\$1.56	\$76.65	\$84.68	8.04
Apr-23	\$24.78	\$22.09	\$40.48	\$41.64	\$58.45	\$30.99	\$48.86	\$20.86	\$40.26	\$41.09	\$34.89	\$36.65	\$1.61	\$1.99	\$76.77	\$79.73	2.96
May-23	\$24.22	\$22.96	\$40.17	\$38.78	\$66.79	\$28.56	\$44.29	\$19.36	\$41.01	\$38.45	\$34.39	\$38.70	\$1.61	\$1.94	\$77.01	\$79.10	2.09
Jun-23	\$25.55	\$19.95	\$45.76	\$45.39	\$74.46	\$33.59	\$43.82	\$18.19	\$46.91	\$47.78	\$23.84	\$34.44	\$1.58	\$2.34	\$72.33	\$84.56	12.23
Jul-23	\$24.93	-	\$49.38	-	\$83.40	-	\$47.39	ï	\$50.86	'n	\$19.18	-	\$1.54	1	\$71.58	1	
Aug-23	\$25.15	-	\$47.68	-	\$81.98	-	\$46.49	-	\$49.17	•	\$19.72	-	\$1.54	-	\$70.43	ı	
Sep-23	\$25.93	-	\$42.80	-	\$63.07	-	\$44.86	-	\$43.56	-	\$26.20	-	\$1.60	-	\$71.36	-	
Oct-23	\$26.38	-	\$41.05	1	\$51.43	-	\$41.53	ï	\$40.44	'n	\$29.51		\$1.62		\$71.56	1	
Nov-23	\$22.59	-	\$38.95	-	\$62.76	-	\$74.19	-	\$36.94	ı	\$26.00	1	\$1.59	1	\$64.53	1	
Dec-23	\$22.16	-	\$45.61	-	\$84.20	-	\$58.92	-	\$46.00	ı	\$24.73	-	\$1.54	-	\$72.28	1	
YTD	\$23.60	\$27.43	\$45.66	\$45.01	\$99.30	\$41.02	\$60.62	\$21.79	\$47.52	\$45.81	\$27.87	\$32.27	\$0.02	\$1.74	\$76.96	\$79.82	\$2.87

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

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

<sup>3/</sup> Includes AMP Service Fees

<sup>4/</sup> All-In Rate is based on Total Sales



## 2023 Year to Date Summary

# Energy Supply Summary (MWh)

		NYPA		Market P	urchases	Mark	et 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	285	76%	378	200	(133)	(457)			
Mar-23	277	342	82%	418	213	(310)	(285)			
Apr-23	268	319	79%	253	108	(144)	(258)			
May-23	276	330	79%	317	96	(171)	(257)			
Jun-23	246	290	72%	472	107	(497)	(687)			
Jul-23	252	-	0%	410	-	(463)	1			
Aug-23	252	-	0%	400	-	(437)	ı			
Sep-23	246	-	0%	388	-	(223)	1			
Oct-23	276	-	0%	174	-	(142)	ı			
Nov-23	268	-	0%	213	-	(266)	-			
Dec-23	277	-	0%	311	-	(247)	-			
YTD	1,593	1,891	78%	2,129	1,053	(1,444)	(2,533)			

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



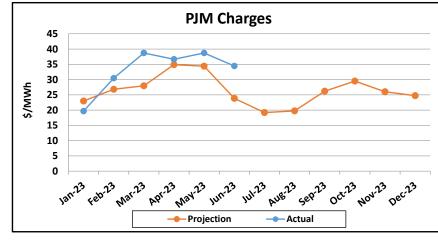
### 2023 Year to Date Summary

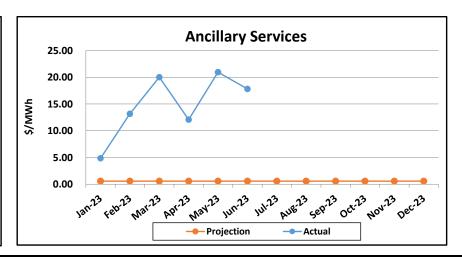
## PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS  Projected Actual		Net RPM <sup>1</sup>		ARR/FTR		Ancillary Services/Other <sup>2</sup>		Total		Contribution to All-In Rate <sup>3</sup>		Delta
	Projected Actual		Projected	Actual	Actual Projected A		Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-23	91	62	43	44	-	(21)	3	28	138	112	\$22.97	\$19.67	(\$3.30)
Feb-23	91	56	43	40	-	(15)	3	61	138	142	\$26.82	\$30.46	\$3.64
Mar-23	91	62	43	44	-	(16)	3	96	138	186	\$27.94	\$38.71	\$10.76
Apr-23	91	64	43	43	-	(16)	2	45	137	136	\$34.89	\$36.65	\$1.76
May-23	91	66	43	44	-	(44)	2	78	137	144	\$34.39	\$38.70	\$4.31
Jun-23	91	64	18	15	-	(9)	3	75	113	145	\$23.84	\$34.44	\$10.59
Jul-23	91	-	18	-	-	-	3	•	113	-	\$19.18	-	-
Aug-23	91	-	18	-	-	ı	3		113	-	\$19.72	-	-
Sep-23	91	-	18	-	-	-	2	•	112	-	\$26.20	-	-
Oct-23	91	-	18	-	-	ı	2		112	-	\$29.51	-	-
Nov-23	91	-	18	-	-	-	2	-	112	-	\$26.00	-	-
Dec-23	91	-	43	-	-	1	3	•	138	-	\$24.73	-	-
YTD			235	230	0	(121)	17	383	800	866	27.87	32.27	4.40

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

<sup>3/</sup> The Rate is based on Total Sales





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



## June 2023

		Projected			Actual			Delta	
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW	(\$/MWh) / (\$/kW-mo)	(\$)
Invoice Summary <sup>1</sup>									
1. AMP	4,722	\$46	\$215,640	4,212	\$52	\$220,037	(509.76)	\$6.57	\$4,397
(a) NYPA	246	\$25.55	\$6,275	290	\$19.60	\$5,689	44.68	(\$5.95)	(\$586)
(b) PA Peaking Project	0	\$0.00	\$0	0.5	\$199.84	\$102	0.51	\$199.84	\$102
(c) Purchased Blocks	4,413	\$45.76	\$201,923	4,502	\$45.39	\$204,379	89.60	(\$0.37)	\$2,456
(d) Miscellaneous Costs <sup>2</sup>	4,722	\$1.58	\$7,442	4,212	\$2.34	\$9,867	(509.76)	\$0.77	\$2,425
2. PJM	4,722	\$26.66	\$125,913	4,212	\$32.32	\$136,148	(509.76)	\$5.66	\$10,234
(a) Market Purchases	472	\$74.46	\$35,111	107	\$33.59	\$3,594	(364.55)	(\$40.87)	(\$31,517)
(b) Market Sales	(497)	\$43.82	(\$21,796)	(687)	\$18.19	(\$12,503)	(189.90)	(\$25.63)	\$9,292
(c) Charges/(Credits) <sup>3</sup>	4,722	\$23.84	\$112,598	4,212	\$34.44	\$145,057	(509.76)	\$10.59	\$32,459
3. Total Wholesale Power Costs <sup>4</sup> :	4,722	\$72.33	\$341,553	4,212	\$84.56	\$356,184	(510)	\$12.23	\$14,631

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

<sup>2/</sup> Miscellaneous Costs incl. AMP Service Fees

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

<sup>4/</sup>Based on Total Sales



				j	une 2023					Thomas co fr	
			Projection			Actual		Delta			
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW- mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
AMP											
Resou	ces										
1.	NYPA										
2.	Fixed Charge	0.6	\$6.28	\$3,511	0.6	\$4.05	\$2,267	0	(2.23)	(\$1,244)	
3.	Energy Charge	246	\$12.30	\$3,021	290	\$16.97	\$4,927	45	4.67	\$1,906	
4.	Other Adjustments			\$0			\$0	0	0.00	\$0	
5.	Congestion & Losses	246	(\$1.05)	(\$257)	290	(\$5.18)	(\$1,504)	45	(4.14)	(\$1,247)	
6.	All in Cost	246	\$25.55	\$6,275	290	\$19.60	\$5,689	45	(5.95)	(\$586)	
7.	PA Peaking Project										
8.	Fixed Charge	0.0	\$0.00	\$0	4.3	\$0.00	\$0	4	0.00	\$0	
9.	Energy Charge	0	\$0.00	\$0	0.5	\$199.84	\$102	1	199.84	\$102	
10.	Congestion & Losses	0	\$0.00	\$0	0.5	\$0.00	\$0	1	0.00	\$0	
11.	All in Cost	0	\$0.00	\$0	0.5	\$199.84	\$102	1	199.84	\$102	
12.	Total - Resources	246	\$25.55	\$6,275	291	\$19.92	\$5,791	45	(5.63)	(\$484)	
Purcha	sed Blocks										
13.	BP 1.0 MW 7x24 (PPL)										
14.	Energy Charge	720	\$34.71	\$24,991	720	\$34.71	\$24,991	0	0.00	\$0	
15.	Congestion & Losses	720	\$0.00	(\$397)	720	(\$1.23)	(\$884)	0	(1.23)	(\$488)	
16.	All in Cost	720	\$34.16	\$24,595	720	\$33.48	\$24,107	0	(0.68)	(\$488)	
17.	BP 2.8 MW 5x16 (PPL)										
18.	Energy Charge	896	\$40.91	\$36,655	986	\$40.91	\$40,321	90	0.00	\$3,666	
19.	Congestion & Losses	896	(\$0.94)	(\$842)	986	(\$1.82)	(\$1,792)	90	(0.88)	(\$950)	
20.	All in Cost	896	\$39.97	\$35,814	986	\$39.09	\$38,529	90	(0.88)	\$2,715	
21.	Shell Fixed Load Shape 2x16 (PF	PL)									
22.	Energy Charge	614	\$64.85	\$39,844	614	\$64.85	\$39,844	0	0.00	\$0	
23.	Congestion & Losses	614	(\$0.18)	(\$109)	614	(\$1.71)	(\$1,052)	0	(1.53)	(\$943)	
24.	All in Cost	614	\$64.67	\$39,735	614	\$63.14	\$38,792	0	(1.53)	(\$943)	
25.	Shell Fixed Load Shape 5x16 (PF	DI )									
26.	Energy Charge	598	\$64.85	\$38,806	598	\$64.85	\$38,806	0	0.00	\$0	
27.	Congestion & Losses	598	(\$0.94)	(\$562)	598	(\$1.82)	(\$1,088)	0	(0.88)	(\$526)	
28.	All in Cost	598	\$63.91	\$38,244	598	\$63.03	\$37,718	0	(0.88)	(\$526)	
29.	Shell Fixed Load Shape 7x8 (PPL	L)									
30.	Energy Charge	504	\$64.85	\$32,684	504	\$64.85	\$32,684	0	0.00	\$0	
31.	Congestion & Losses	504	(\$0.18)	(\$90)	504	(\$0.11)	(\$53)	0	0.07	\$37	
32.	All in Cost	504	\$64.67	\$32,595	504	\$64.74	\$32,631	0	0.07	\$37	
33.	CITI 1.5 MW 7x24 (PPL Resid)										
34.	Energy Charge	1,080	\$29.20	\$31,536	1,080	\$29.20	\$31,536	0	0.00	\$0	
35.	Congestion & Losses	1,080	(\$0.55)	(\$595)	1,080	\$0.99	\$1,066	0	1.54	\$1,661	
36.	All in Cost	1,080	\$28.65	\$30,941	1,080	\$30.19	\$32,602	0	1.54	\$1,661	
37.	Total - Purchased Blocks	4,413	\$45.76	\$201,923	4,502	\$45.39	\$204,379	90	(0.37)	\$2,456	

### **Borough of Perkasie** June 2023 Projection Actual Delta Total Cost / Total Cost / Total Cost / Billing Unit **Billing Unit Billing Unit** Rate Rate Rate (Credit) (Credit) (Credit) (\$/MWh) / (\$/kW-(\$/MWh) / (\$/MWh)/ (MWh)/(MW) (\$) (MWh)/(MW) (\$) (MWh)/(MW) (\$) (\$/kW-mo) (\$/kW-mo) mo) Miscellaneous Costs \$1.58 \$2.34 \$9,867 (510) \$2,425 AMP Fees 4,722 \$7,442 4,212 0.77 \$1.58 \$7,442 4,212 \$2.34 0.77 \$2,425 39. Total - Miscellaneous Costs 4,722 \$9,867 (510)Total - AMP \$215,640 \$220,037 0 0.00 \$4,397 PJM Charges Market Interaction Net Market Purchases 472 \$74.46 \$35,111 107 \$33.59 \$3,594 (365)(\$40.87)(\$31,517) 43. \$31.89 \$2,641 83 \$31.89 \$2,641 Day-Ahead Purchases 83 **Balancing Purchases** 96 \$26.59 \$2,551 96 \$26.59 \$2,551 45. (497)\$43.82 (687)\$18.19 (190)**Net Market Sales** (\$21,796) (\$12,503) (\$25.63) \$9,292 Day-Ahead Sales (682)\$18.32 (\$12,494) (682)\$18.32 (\$12,494) **Balancing Sales** (77) \$20.81 (\$1,607) (77) \$20.81 (\$1,607) 48. NITS 12 \$7.32 \$91,390 8 \$7.86 \$64,461 (4) \$0.54 (\$26,928) 49. Other Transmission Charges 12 \$0.00 \$0 \$1.03 \$8,407 (4) \$1.03 \$8,407 **RPM Capacity** 51. **RPM Charge** 13 \$1.52 \$19,340 10 \$1.49 \$15,417 (2) (\$0.03) (\$3,923) 52. (\$44) RPM Credit (\$847) (\$891) 53. Net RPM \$18,493 \$14,526 (\$3,967) 54. Ancillary 4,722 \$0.57 \$2,715 4,212 \$0.51 \$2,142 (510)(\$0.07) (\$573) 55. ARR/FTR Credits 4,722 \$0.00 \$0 4,212 (\$2.13) (\$8,972) (510)(\$2.13) (\$8,972) 56. 4,722 \$0.00 \$0 4,212 \$0.44 \$1,865 (510) \$0.44 \$1,865 **Administration Charges** 57. \$0 \$62,626 \$62,626 True-Up Load Reconciliation 4,722 \$26.66 \$125,913 4,212 \$32.32 \$136,148 (510) \$5.66 \$10,234 **Total PJM Charges**



Name:

# **Borough of Perkasie**

Park Reservation and Event Application 2023

## **Contact Information**

Name: Helium Hore	
Organization: Brown A Pair / MMBS hop	7
Address:	erkasie Pa 18944
City: State: Melinery Moder Make barber St	Zip: luf com 267-680-9605
Email:	Cell Phone:
Tax Exempt Organization? EIN:  Yes □ No 82-136013	Phone:
Application on page 3) Please fill out Pai Event such as parade, block party, festival, of Perkasie Borough streets, staff, etc (if yo also fill out the Park & Pavilion Resveration Notes Regarding Application Process: Requests required 45 days prior to reservate All reservations and events with 50 or more Requests for additional services does not gu	fundraiser or any large gathering requiring use our event uses a park and/or pavilion, please on page 2) Please fill out Event Application on Page 3 ion or event attendees require Council Approval
To be filled out by Staff Only:  Fees due at time of application:  Public gatherings at Park and Pavilions and Event Base Fees  Park and Pavilion Fee  Electric Key Deposit  Event Permit Base Fee  Total Due  Total Paid  Staff Initials	Fees due upon Borough Staff/Council Approval:  Additional fees associated with Events  Additional Date Fee Road Closure fee Electric Fee Trash collection fee Police or Fire Police fee Park and Pavilion Fee Electric Key Deposit No Parking Signs Total Due Total Paid Staff Initials
Distribution: ☐ Police Dept. ☐ EMS ☐ Fire Dept. ☐ Fire Police	Electric Dept. Parks & Rec Dept. Public Works Dept. Other:

## Park and Pavilion Reservation

Date reque	ested:		Time:			Numper attenuing:				
•			Start-					End-		
Purpose of	reservatio	n:								
Facility Red	quested and				,,				I	
	Pavilion	Located at	Resid	ent	<del> </del>	Res	<del> </del>	Profit		
口	Rotary	Lenape	\$	40	\$	60	\$	20		
	Skate Park*	Lenape	\$	60	\$	80	\$	40		
	Kulp	Kulp	\$	60	\$	80	\$	40		
	Lions*	Menlo	\$	75	\$	95	\$	45		
	Park Area	Located at	Resid	ent	Non	Res	Non	Profit	:	
<u></u>	Twin									
ابسا	Bridges	Lenape	\$	60	\$	80	\$	40		
_	Covered									
لـــا	Bridge	Lenape	\$	60	\$	80	\$	40		
Will you ne	eed electric	?	_		vailab	le at t	hese	locatio	ons only	
	☐ Yes		X	No						
Electric Fe	es:									
\$ 25	Electric Key	y deposit fe	e (to b	e ref	unde	d whe	n ke	y is retu	urned)	
	er Requests									

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)

# **Event Application**

Name of the Event:	Gro	w-k	2. 1.	2	٢	sk.	14	Mil	e p	la/k
Description of the Eve	nt:		5	k /-	1	/	ć 1. i	112		
Date: 10/1/23				C. / - f	- Miri	<u> </u>	wal	<u>/C.</u>		Estimated Number of Attendee
Dato. (		.0 -			Time	:			m .t	100
Start- #4-m. Location of the Event	End-	12pn	1*		Start-				End-	700
Location of the Event	(Attac	cnea s	кетсг	ı map	orare	ea).				
3	lf vou	- locat	iono	dea ra	auirac	ucac	fnar	k and	Vor nav	rilion please also
•					•		-		•	al fees apply)
Secondary contact for	_						.i vuti	on ta	uannon	ar jees appryy
Secondary contact for	the e	venta	mu p	HOHE	numb	-I.				
Are there additional d	ates to	o your	eve	nt:		Yes			以	No
Additional Services Re	quest	ed:							***************************************	
Road Closures:**		Yes			图	No			(Includ	de road cloures on map)
List Roads:										Time:
_										
Parking Restrictions:*		Yes			赵	No			(Includ	le parking restrictions on map)
List Roads:										Time:
-										
m H m m multi-	<del></del>	Von			icr	No	· · ·			
Police or Fire Police:		Yes Yes			<u>国</u> 対	No			Please la	ocate on map where electric is needed
Electric Services: Trash Collection:		Yes				No			i icase i	odate on map where diedere is negative
Any other Special Requ					rλά	110				
Ally other special Kedi	162131									
Services Offered at Eve	nt:									
Food Trucks:				Yes			Ø	No		
Vendors:				Yes			K	No		
Musicians/Entertainme				Yes			入	No		
If yes to any o										usicians and entertaiment
	will	be req	quire	d with	mark	ed loc	ation	s on	your ske	etch map .
All Fees:		F1								- Calada
,		ofit Ba						-		e Schedule
* \$ 100 F			•		ee	Ç				osure fee (1-2 hours)
•		ditiona	ıı dat	e tee		, ,				r Eletric Fee
*Fee due at time of app	licatio	on				Ç				ollection fee (1-2 hours)
						. ¢				r Fire Police fee (time worked) king Signs (each)
						÷. ÷	. 2.		NUPAIK	thing by sugar arganizar two days

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

### Waiver and Insurance Requirements

### Indemnification

To the fullest extent permitted by law, the Applicant agrees to defend, indemnify, pay on behalf of, and save harmless the Borough of Perkasle, 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.

### Walver 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

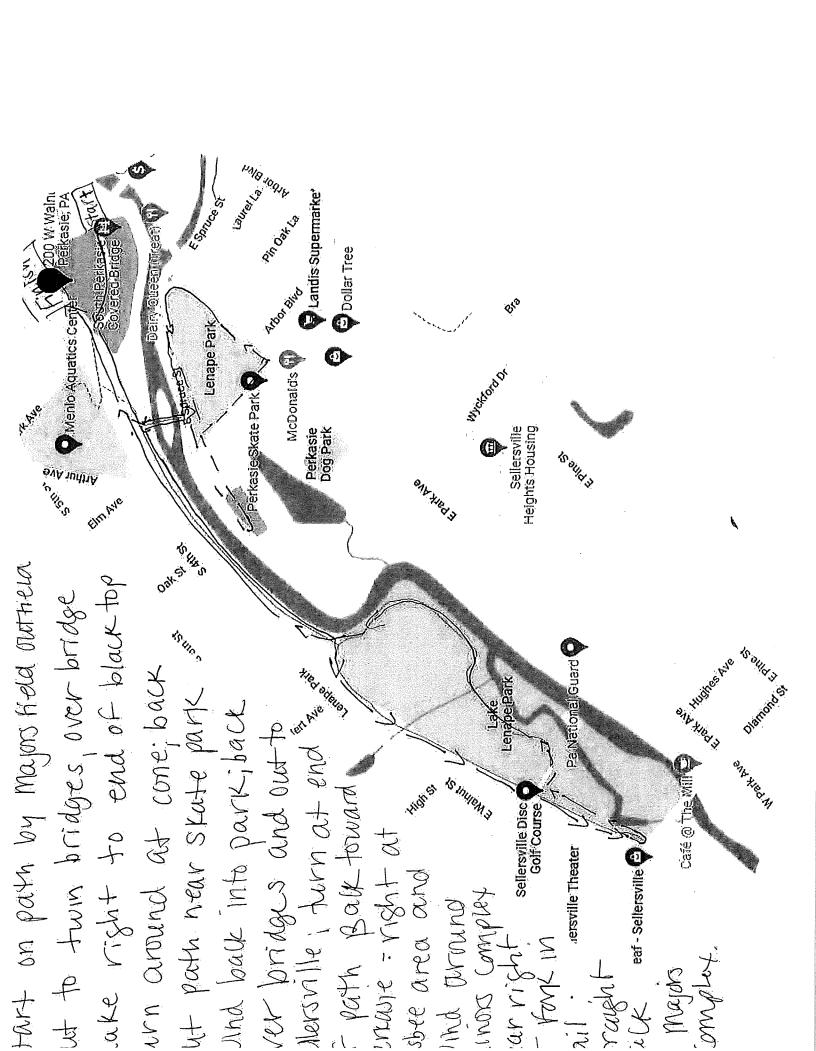
The Applicant and its employees, officials, volunteers, and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents and representatives while such property is on, at or adjacent to the premises of the Borough.

### 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.

	and Regulations (Summary)
	The undersigned is familiar with all Borough Park Rules
0	The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
0	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 authorit	y to refuse consent in any instance
0	Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
0	Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and
pavilion, fie	ld, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside
	tables provided.
0	Perkasie Borough Parks and open dawn to dusk
0	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 vou	I 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
Annlicant	certified that the above information is true and correct, has reviewed and is familiar with
incurance	requirements and guidelines, and familiar with the rules and regulations of Perkasie Borough as
	n the Code of Ordinances.
Set 101 til 1	At 1
Date of Ap	plication: 6/10/13 By: Meliga, Morrey
Date Of Ap	Signed: Milin More
APPROVE	D: This Day of, 20, subject to the following conditions:
playous management and the second	

Mayor / Borough Manager





## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/20/2023

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on

L	this	certificate does	not confer rights	to th	e cer	tificate holder in lieu of							
PR	ODU	CER					NAM						
T	ne W	eimer Group					PHO!	NE No, Ext): (267)	452-0020	FAX (A/C, No	): (215)257-0400	)	
10	000 E	E Walnut St					E-MA ADDI	REss: dave@	theweimergro	oup.com			
PC	O Bo	× 99								ORDING COVERAGE	NAIC	;#	
Pe	erkas	sie				PA 18944	INSU	3558	85				
INS	URE	)					INSU						
		Modern M	lale Barber Shop				INSU						
		209 W Ma	•				INSU						
								RERE:					
		Lansdale				PA 19446		RER F:					
CC	OVE	RAGES	CE	RTIFI	CATI	E NUMBER:				REVISION NUMBER:			
II C	NDIC CERT EXCL	ATED. NOTWITH	ISTANDING ANY F ISSUED OR MAY	REQUI PER POLI	REME TAIN, ICIES.	RANCE LISTED BELOW H NT, TERM OR CONDITIO THE INSURANCE AFFOR LIMITS SHOWN MAY HAV	N OF A	NY CONTRAC Y THE POLICI REDUCED BY	T OR OTHER IES DESCRIBI PAID CLAIMS	DOCUMENT WITH RESP ED HEREIN IS SUBJECT :.	ECT TO WHICH T	THIS	
INSF LTR	3	TYPE OF IN	SURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	rs		
	×	COMMERCIAL GEN	ERAL LIABILITY							EACH OCCURRENCE DAMAGE TO RENTED	\$ 1000000 \$ 1000000		
	-	OLAIMO-MADE	. [7 t] 0000K		1					PREMISES (Ea occurrence)  MED EXP (Any one person)	\$ 5000		
Α		-				Q97-0414573		04/25/2023	04/25/2024	<u> </u>	\$ 1000000		
• •	CE	J N'L AGGREGATE LIMI						0 "20"2020	O WESTEDE !	GENERAL AGGREGATE	\$ 2000000		
	X	POLICY PRO	· · · · <u>· · - · - · · · · · · · · · · ·</u>							PRODUCTS - COMP/OP AGG	\$ 2000000		
		OTHER:	F							PRODUCTS - COMPTOP AGG	\$ 2000000		
	AU.	TOMOBILE LIABILITY		<u> </u>						COMBINED SINGLE LIMIT	\$ 1000000		
		ANY AUTO								(Ea accident) BODILY INJURY (Per person)	\$		
Α		OWNED \	SCHEDULED			Q10-2330883		10/23/2022	10/23/2023	BODILY INJURY (Per accident)			
А		AUTOS ONLY HIRED AUTOS ONLY	NON-OWNED	Q10-200000		(10-2000000		10/23/2022	10/23/2023	PROPERTY DAMAGE (Per accident)	\$		
	$\vdash$	AUTOS ONLY	AUTOS ONLY							(Per accident)	s		
	X	UMBRELLA LIAB											
			OCCUR		İ	000 0570000		04/05/0000	04/05/0004	EACH OCCURRENCE	\$ 1000000		
A	$\vdash$	EXCESS LIAB	CLAIMS-MADE	}	İ	Q28-2570388		04/25/2023	04/25/2024	AGGREGATE	\$ 1000000		
	MOB	DED   RETENT								I PER   OTH-	\$		
	AND	EMPLOYERS' LIABILI	ITY Y/N							PER OTH- STATUTE ER			
A	OFFI	PROPRIETOR/PARTNI CER/MEMBER EXCLUI	ER/EXECUTIVE DED?	N/A		Q88-7500368		04/25/2023	04/25/2024	E.L. EACH ACCIDENT	\$ 500000		
	(Man	datory in NH) , describe under			1					E.L. DISEASE - EA EMPLOYEE			
	DÉSC	RIPTION OF OPERAT	TIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500000		
						101, Additional Remarks Schedu	le, may b	e attached if more	e space is require	ed)			
			Sunday, October 1	, 202	3								
	.m-1	pm Park, Perkasie Pi	٨										
				nal ind	surod	per Form CG2012 I any	, ctato	or aavornmor	atal agonou o	r eubdivicion L pormite or	authorizations		
, J C	Jugii	O 1 6 116316 13 111	ioladea do additio	iau III	Suicu	i poi i onn odzorz i any	Siale	or governmen	nai agency U	odpatationi betting of	adiionzations.		
ER	TIFI	CATE HOLDER					CANCELLATION						
Borough Of Perkasie							SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.						
	620 West Chestnut Street												

Fax:(215)257-6875 ACORD 25 (2016/03)

Po Box 96

<sub>I</sub> Perkasie

Email:

The ACORD name and logo are registered marks of ACORD

PA 18944

AUTHORIZED REPRESENTATIVE David a. Ba

# Check Register #30 – July 21, 2023

**BOROUGH OF PERKASIE** 

VENDOR NO TRANS. NO 0000005162	VENDOR NAME INVOICE NO Abigail Tieslau	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID EFT D
VC-00055447 0000005162	07608003.00 Abigail Tieslau	Electric Final Bill Deposit Refund	07.200.100	Vendor Total:	07/21/2023 83.17	83.17
0000001004 VC-00055544	Albert T. Grenfell 7/12-7/18/23	Summer Basketball Referee	01.451.118		07/21/2023	405.00
VC-00055544 0000001004	7/12-7/18/23 Albert T. Grenfell	Summer Basketball Referee	01.451.117	Vendor Total:	07/21/2023 495.00	90.00
0000004430 VC-00055527	Analytical Laboratories, Inc. 292423	Kulp Pool Testing	04.452.450		07/21/2023	200.00
VC-00055526 0000004430	292523 Analytical Laboratories, Inc.	MAC Pool Testing June 2023	04.452.450	Vendor Total:	07/21/2023 850.00	650.00
0000004850 VC-00055449	Andrew Jeffrey Penque 7/29/23	Farmers Market Musician	01.451.501	Van dan Tatak	07/21/2023	80.00
0000004850	Andrew Jeffrey Penque  Basement Graphics			Vendor Total:	80.00	
VC-00055513 0000000289	6/28/23 Basement Graphics	Basketball Championship Shirts	01.451.520	Vendor Total:	07/21/2023 253.00	253.00
0000004350 VC-00055533 0000004350	Block Communications 10002231 Block Communications	PD License Scanner Replacement Cable	01.410.451	Vendor Total:	07/21/2023 55.00	55.00
0000004330	Bonnie Walck			vendor rotal.	33.00	
VC-00055542 VC-00055542	7/12-7/18/23 7/12-7/18/23	Summer Basketball Referee Summer Basketball Referee	01.451.118 01.451.117	<del>.</del>	07/21/2023 07/21/2023	450.00 180.00
000000394 0000004411	Bonnie Walck Brian McGuire			Vendor Total:	630.00	
VC-00055546 VC-00055546	7/12-7/18/23 7/12-7/18/23	Summer Basketball Referee Summer Basketball Referee	01.451.117 01.451.118		07/21/2023 07/21/2023	135.00 270.00
0000004411	Brian McGuire			Vendor Total:	405.00	
000004084 VC-00055450 0000004084	Britton Industries 1001177-IN Britton Industries	40 Yd Roll & Tipping Fees Yard Waste	05.428.368	Vendor Total:	07/21/2023 285.00	285.00
0000000830 VC-00055434 0000000830	Bucks County Housing Auth. 13788003.00 Bucks County Housing Auth.	Electric Overpayment Refund Final Bill	07.200.100	Vendor Total:	07/21/2023 128.34	128.34
0000000135 VC-00055440 VC-00055441	Clemens Uniform S1574608 C1575694	Menlo Janitorial Supplies Return MAC Janitorial Supplies	04.452.247 04.452.247		07/21/2023 07/21/2023	425.20 -59.75

User: HEATHE

DP

# Check Register #30 – July 21, 2023

User: HEATHE

## BOROUGH OF PERKASIE

VENDOR NO TRANS. NO VC-00055529 0000000135	VENDOR NAME INVOICE NO 1576432 Clemens Uniform	INVOICE DESC. PW Uniforms	ACCOUNT NO 01.438.238	Vendor Total:	DUE DATE 07/21/2023 504.54	VOUCHER AMOUNT PAID EFT DP 139.09
0000001790 VC-00055456 0000001790	Code Inspections, Inc. 682 Code Inspections, Inc.	June Code Enforcement Services	01.413.310	Vendor Total:	07/21/2023 2,094.50	2,094.50
000000069 VC-00055461 VC-00055461 VC-00055461 VC-00055460 VC-00055509 VC-00055461 0000000069	Comcast 178049743 178049743 178049743 40784 48464 178049743 Comcast	Ethernet 7/15-8/14/23 Ethernet 7/15-8/14/23 Ethernet 7/15-8/14/23 Police Cable 7/22-8/21/23 Boro Hall Wifi/Internet/Voice 7/11-8/10/23 Ethernet 7/15-8/14/23	01.410.450 01.405.450 01.438.480 01.410.450 01.405.450 07.442.450	Vendor Total:	07/21/2023 07/21/2023 07/21/2023 07/21/2023 07/21/2023 07/21/2023 1,353.63	254.66 X 254.66 X 254.66 X 31.71 X 303.27 X 254.67 X
0000005154 VC-00055437 0000005154	Crystal Pierce 04560009.00 Crystal Pierce	Electric Overpayment Refund Final Bill	07.200.100	Vendor Total:	07/21/2023 55.40	55.40
0000002726 VC-00055543 VC-00055543 0000002726	David Martin 7/12-7/18/23 7/12-7/18/23 David Martin	Summer Basketball Referee Summer Basketball Referee	01.451.118 01.451.117	Vendor Total:	07/21/2023 07/21/2023 135.00	90.00 45.00
0000000325 VC-00055525 0000000325	Deep Run Aquatic Services, 230717-35 Deep Run Aquatic Services, Ir	Pool Service Calls 6/18	04.452.250	Vendor Total:	07/21/2023 250.00	250.00
0000003423 VC-00055545 VC-00055545 0000003423	Donald B. Thomas 7/12-7/18/23 7/12-7/18/23 Donald B. Thomas	Summer Basketball Referee Summer Basketball Referee	01.451.117 01.451.118	Vendor Total:	07/21/2023 07/21/2023 180.00	45.00 135.00
0000002274 VC-00055491 VC-00055489 VC-00055492 VC-00055487 VC-00055490 VC-00055488 VC-00055493	Elan Financial Services 9165 9165 9165 9165 9165 9165 9165 Elan Financial Services	PW Supplies Covered Bridge Fence Rental Park Benches Refuse Electric Coil Pool Building Maintenance Supplies 2nd St Pool Chlorine Tabs Park Supplies	01.438.230 30.451.705 01.451.500 05.427.250 04.452.370 04.452.222 01.454.250	Vendor Total:	07/21/2023 07/21/2023 07/21/2023 07/21/2023 07/21/2023 07/21/2023 07/21/2023 1,798.13	73.84 445.70 300.00 418.00 102.20 163.99 294.40
0000004568 VC-00055486 VC-00055485	Elan Financial Services 7554 7554	Monthly Adobe Subscription PW & Elec EZ Pass Replenishment	01.405.452 07.442.460		07/21/2023 07/21/2023	21.19 35.00

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### **BOROUGH OF PERKASIE**

VENDOR NO VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP VC-00055485 7554 PW & Elec EZ Pass Replenishment 01.438.220 07/21/2023 35.00 0000004568 **Elan Financial Services** Vendor Total: 91.19 0000004569 Elan Financial Services VC-00055483 8550 **Electric Truck Phone Chargers** 07.442.245 07/21/2023 39.96 VC-00055484 8550 Electric Dept. Lunch 07.442.200 07/21/2023 49.05 0000004569 Elan Financial Services 89.01 Vendor Total: 0000004572 Elan Financial Services VC-00055522 5143 Police Fuel 01.410.231 07/21/2023 113.64 VC-00055517 5143 Police Vehicle Repairs 01.410.451 07/21/2023 101.13 VC-00055520 5143 Police Ammunition 01.410.248 07/21/2023 32.07 VC-00055518 5143 Police Office Supplies 01.410.210 07/21/2023 260.93 Police Training VC-00055521 5143 01.410.421 07/21/2023 391.70 VC-00055519 5143 Monthly Adobe Subscription 01.410.452 07/21/2023 14.99 Police Crime Prevention Supplies VC-00055516 5143 01.410.247 07/21/2023 238.99 0000004572 Elan Financial Services Vendor Total: 1,153.45 0000004573 Elan Financial Services VC-00055523 5135 **Program Costs** 01.451.501 07/21/2023 147.47 VC-00055524 5135 Admin Meeting 01.405.420 07/21/2023 15.73 0000004573 Elan Financial Services Vendor Total: 163.20 0000004574 Elan Financial Services VC-00055502 7441 31.79 Monthly Adobe Subscription 01.405.452 07/21/2023 VC-00055508 7441 Parking DEP/EPA & Delbar Mtg 01.401.460 07/21/2023 8.00 VC-00055501 7441 GoDaddy Hosting & .Net Domain Renewal 01.405.452 07/21/2023 191.05 Elan Financial Services 0000004574 Vendor Total: 230.84 Elan Financial Services 0000004602 VC-00055500 8182 Basketball League Supplies 01.451.520 07/21/2023 102.99 VC-00055498 8182 Pool Child Abuse Clearances 04.452.420 07/21/2023 130.00 VC-00055499 **Pool Operating Supplies** 07/21/2023 8182 04.452.247 65.18 VC-00055496 8182 Park & Rec Office Supplies 01.451.210 07/21/2023 112.78 Pool Minor Equipment 95.96 VC-00055497 8182 04.452.260 07/21/2023 VC-00055495 8182 Pool Office Supplies 04.452.210 07/21/2023 46.77 VC-00055494 8182 **Program Supplies** 01.451.247 07/21/2023 4.84 0000004602 Elan Financial Services Vendor Total: 558.52 0000004969 Elan Financial Services VC-00055505 7648 Appreciation Night & Jake Ruth Retiremen 01.487.220 07/21/2023 472.84 VC-00055507 Admin Office Supplies 07/21/2023 94.70 7648 01.405.210 VC-00055503 Grill Floodplain Application, Packet & Exa 01.414.460 07/21/2023 7648 185.00 VC-00055506 7648 Pennsylvania Downtown Center Membersh 01.401.420 07/21/2023 375.00 Monthly Adobe Subscription VC-00055504 7648 01.405.452 07/21/2023 21.19 0000004969 Vendor Total: Elan Financial Services 1.148.73

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VENDOR NO VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP 0000004605 Elster Solutions, LLC VC-00055459 Service Contract 5/1/23-12/31/23 07/21/2023 5263932073 07.442.720 5.528.66 Elster Solutions, LLC 0000004605 Vendor Total: 5,528.66 0000000622 FBI - LEEDA VC-00055531 200089674 Police Training - Schurr 01.410.421 07/21/2023 795.00 VC-00055530 200089285 Police Training - Richter 01.410.421 07/21/2023 795.00 0000000622 FBI - LEEDA Vendor Total: 1.590.00 0000004833 FP Finance Program VC-00055448 34453436 Postage Meter Rental 01.405.450 07/21/2023 155.00 0000004833 FP Finance Program Vendor Total: 155.00 0000001232 GDS Associates, Inc. VC-00055457 0218960 Power Supply Planning 4/29-5/26/23 07.442.450 07/21/2023 3.380.00 0000001232 GDS Associates, Inc. Vendor Total: 3,380.00 0000001996 Gilmore & Associates. Inc. VC-00055475 236722 Mavis 545 Constitution Reimbursable 01.250.200 07/21/2023 967.55 VC-00055466 236712 W.P. Auto Zone Reimbursable thru 7/2/23 01.250.200 07/21/2023 665.27 VC-00055473 236720 THP 900 N. Ridge Rd Reimbursable 01.250.200 07/21/2023 431.27 The Mill Property Engineering thru 7/2/23 VC-00055477 236724 01.408.310 07/21/2023 409.25 General Planning thru 7/2/23 VC-00055481 236729 01.414.450 07/21/2023 1.645.00 Zoning Services thru 7/2/23 VC-00055469 236715 01.414.451 07/21/2023 330.75 VC-00055470 236716 Perry Mill Reimbursable thru 7/2/23 01.250.200 3.089.50 07/21/2023 2023 Paving Program Engineering thru 7/ 30.408.310 VC-00055476 236723 07/21/2023 3.673.85 VC-00055512 236727 Lenape Park Timber Pedestrian Bridge thr 01.408.310 07/21/2023 792.57 General Engineering Services thru 7/2/23 01.408.310 VC-00055480 236728 07/21/2023 4.136.25 Covered Bridge Engineering thru 7/2/23 VC-00055471 236718 30.451.705 07/21/2023 3,617.03 8th St. SEPTA Lot Planning thru 7/14/23 VC-00055472 236719 07/21/2023 228.00 01.408.310 VC-00055511 236717 BTM Peaking Project thru 7/2/23 01.408.310 07/21/2023 2.284.48 Spruce St. Townhouses Reimbursable thru 01.250.200 VC-00055464 236710 07/21/2023 380.28 WP Conditional Use Planning Reimbursab 01.250.200 VC-00055468 236714 07/21/2023 687.50 Spruce St. Apts Reimbursable thru 7/2/23 01.250.200 VC-00055465 236711 07/21/2023 960.88 CalAtlantic Kratz Reimbursable thru 7/2/23 01.250.200 VC-00055463 236709 07/21/2023 147.00 VC-00055467 236713 WP Perkasie Conditional Use Reimbursab 01.250.200 07/21/2023 1.134.25 VC-00055479 236726 TASA Grant Liberty Bell Trail Phase II thru 01.414.450 07/21/2023 2,737.50 VC-00055478 236725 Covered Bridge Grant Admin Planning thru 01.414.451 07/21/2023 2.365.04 PRA Reservoir Replacement thru 7/2/23 01.250.200 VC-00055474 236721 07/21/2023 63.77 0000001996 Gilmore & Associates, Inc. Vendor Total: 30.746.99 0000000259 Grandview Service Centre VC-00055534 414032 #56-8 Inspection & Repairs 01.410.451 07/21/2023 553.93 VC-00055535 414027 Unit#56-10 Headlight Bulb 01.410.451 07/21/2023 22.53 Unit#56-8 Oil Change 414081 01.410.451 07/21/2023 709.18 VC-00055539 Grandview Service Centre 0000000259 Vendor Total: 1.285.64

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Time: 9:13:53AM

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**VENDOR NO** VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP 0000002247 GreatAmerica Financial Services 34424281 Police Datto Backup Equipment 07/21/2023 VC-00055510 01.410.452 98.33 GreatAmerica Financial Services 98.33 0000002247 Vendor Total: Impact Signs, Inc. 0000001258 VC-00055439 6172 Printed Farmers Market Signs 01.451.501 07/21/2023 275.00 0000001258 Impact Signs, Inc. 275.00 Vendor Total: 0000000937 J.P. Mascaro & Sons VC-00055514 515804 Commingle Equipment Fee x 2 05.426.367 07/21/2023 280.00 Single Stream Recycling 7/7/23 VC-00055451 48626 05.426.367 07/21/2023 486.40 0000000937 J.P. Mascaro & Sons Vendor Total: 766.40 0000004962 Julia Melito VC-00055452 8/5/23 Farmers Market Musician 01.451.501 07/21/2023 80.00 0000004962 Julia Melito Vendor Total: 80.00 000000043 Labelcraft Press. Inc. VC-00055515 23369 Recycling Violation Labels 05.426.451 07/21/2023 490.00 0000000043 Labelcraft Press. Inc. Vendor Total: 490.00 000000016 Lawson Products, Inc. VC-00055458 9310762280 Electric Hardware & Parts 07.442.253 07/21/2023 449.50 000000016 Lawson Products, Inc. Vendor Total: 449.50 0000005160 Lydia Keane 01002002.00 80.72 VC-00055445 Electric Overpayment Refund Final Bill 07.200.100 07/21/2023 0000005160 Vendor Total: 80.72 Lvdia Keane 0000004126 LYNX Computer Technologies VC-00055532 661387 Police Monthly Datto Essentials 01.410.452 07/21/2023 782.75 0000004126 LYNX Computer Technologies Vendor Total: 782.75 0000005164 Margaret M. Kellar VC-00055482 7/15/23 Farmers Market Musician 01.451.501 07/21/2023 80.00 0000005164 Margaret M. Kellar Vendor Total: 80.00 Matthew Friend 0000005140 VC-00055549 7/12-7/18/23 Summer Basketball Referee 01.451.118 07/21/2023 90.00 7/12-7/18/23 07/21/2023 VC-00055549 Summer Basketball Referee 01.451.117 45.00 Matthew Friend 0000005140 Vendor Total: 135.00

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**VENDOR NO** VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP McCormick Brothers 0000000041 VC-00055536 5BBB6E 07/21/2023 382.92 Police Uniform Cleaning 01.410.239 McCormick Brothers 0000000041 Vendor Total: 382.92 0000005159 Moser Construction VC-00055444 04809000.00 Electric Overpayment Refund Final Bill 07.200.100 07/21/2023 70.29 0000005159 Moser Construction 70.29 Vendor Total: 000000503 Moyer Indoor/Outdoor VC-00055541 302277-3 Boro Hall Quarterly Pest Control 01.409.450 07/21/2023 145.99 000000503 Moyer Indoor/Outdoor Vendor Total: 145.99 0000005163 Nancy Monteverde VC-00055442 13940007.00 Electric Final Bill Deposit Refund 07.200.100 07/21/2023 286.95 0000005163 Nancy Monteverde Vendor Total: 286.95 0000000026 NAPA Auto Parts VC-00055462 5228-471365 PW Fuel Filter & Socket 05.427.250 07/21/2023 187.42 0000000026 NAPA Auto Parts 187.42 Vendor Total: 0000003209 Once Upon a Dream Princess Parties Princess Pop Up Menlo Park VC-00055528 7/6/23 01.451.247 07/21/2023 215.00 0000003209 Once Upon a Dream Princess Parties Vendor Total: 215.00 0000000392 Patricia Kunkle 7/12-7/18/23 VC-00055548 Summer Basketball Referee 01.451.117 07/21/2023 180.00 000000392 Patricia Kunkle Vendor Total: 180.00 0000003147 Perkasie Property Management 096760012.00 07/21/2023 VC-00055438 Electric Final Bill Deposit Refund 07.200.100 211.69 0000003147 Perkasie Property Management Vendor Total: 211.69 0000005165 Polaris Sales VC-00055538 10149-X2H7G8-8211500 Police Polaris Ranger XP1000 36.410.701 07/21/2023 38,836.40 0000005165 Polaris Sales Vendor Total: 38.836.40 0000003376 Robert E. Little, Inc. VC-00055454 05-1026605 Park Supplies 01.454.220 07/21/2023 52.37 PW JDC Install New Tire 07/21/2023 VC-00055455 05-1019414 01.454.370 465.63 0000003376 Robert E. Little, Inc. Vendor Total: 518.00 Robert Galdo 0000005161 06420203.00 79.52 VC-00055446 Electric Final Bill Deposit Refund 07.200.100 07/21/2023 79.52 0000005161 Robert Galdo Vendor Total:

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VENDOR NO TRANS. NO 0000001841	VENDOR NAME INVOICE NO Roger Troy Perry	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID EFT DP
VC-00055547 0000001841	7/12-7/18/23 Roger Troy Perry	Summer Basketball Referee	01.451.118	Vendor Total:	07/21/2023 180.00	180.00
0000005158 VC-00055443 0000005158	Scott & Debra Hutchinson 01304001.00 Scott & Debra Hutchinson	Electric Overpayment Refund Final Bill	07.200.100	Vendor Total:	07/21/2023 50.00	50.00
0000005095 VC-00055453 0000005095	Scott I Silber 8/2/23 Scott I Silber	Summer Concert "Wonderland" 8/2/23	01.451.501	Vendor Total:	07/21/2023 1,000.00	1,000.00
000000130 VC-00055537 0000000130	Southeastern Pennsylvania T 140772 Southeastern Pennsylvania Tra	8th & Market Parking Lease	01.445.380	Vendor Total:	07/21/2023 710.98	710.98
0000000221 VC-00055436 VC-00055435 0000000221	Southgate Commons 03808000.00 03668000.00 Southgate Commons	Electric Overpayment Refund Final Bill Electric Overpayment Refund Final Bill	07.200.100 07.200.100	Vendor Total:	07/21/2023 07/21/2023 39.20	18.46 20.74
			Penort Total:	102 080 00		

Report Total: 102,089.00 Unpaid Report Total: 102,089.00 Paid Report Total: 0.00 Date: 07/26/2023

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	/ENDOR NAME NVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID EF	FT DP
0000000014 A VC-00055550 58	AFLAC	Employee Premium Remittance	01.223.000	Vendor Total:	07/28/2023 428.52	428.52	
VC-00055586 7/ VC-00055586 7/	Albert T. Grenfell 7/19-7/25/23 7/19-7/25/23 pert T. Grenfell	Summer Basketball Referee Summer Basketball Referee	01.451.118 01.451.117	Vendor Total:	07/28/2023 07/28/2023 225.00	135.00 90.00	
VC-00055578 T	Bergey's "K724443F ergey's	Trash Truck Tire	05.427.251	Vendor Total:	07/28/2023 848.79	848.79	
VC-00055584 7/ VC-00055584 7/	Bonnie Walck 7/19-7/25/23 7/19-7/25/23 onnie Walck	Summer Basketball Referee Summer Basketball Referee	01.451.117 01.451.118	Vendor Total:	07/28/2023 07/28/2023 315.00	45.00 270.00	
VC-00055588 7/	Brian McGuire 7/19-7/25/23 ian McGuire	Summer Basketball Referee	01.451.118	Vendor Total:	07/28/2023 45.00	45.00	
VC-00055552 10	Britton Industries 004751-IN itton Industries	40 Yard Roll Off & Tipping Fees Yard Was	05.428.368	Vendor Total:	07/28/2023 285.00	285.00	
VC-00055583 19 VC-00055554 19 VC-00055570 19	576433	PW Uniforms Boro Hall Mat Rentals MAC Mat Rental	01.438.238 01.409.450 04.452.450	Vendor Total:	07/28/2023 07/28/2023 07/28/2023 331.87	188.07 45.15 98.65	
VC-00055571 10	Comcast 67496 omcast	Electric Internet/Wifi/Voice 7/19-8/18/23	07.442.450	Vendor Total:	07/28/2023 224.41	224.41	X
VC-00055577 13	Commonwealth of Pennsylvar 312221 ommonwealth of Pennsylvani	Annual MS4 Permit #PAG130139 Fee	01.408.313	Vendor Total:	07/28/2023 500.00	500.00	
VC-00055594 P	Coro Medical PS-INV173099 pro Medical	Police AEDs	01.491.100	Vendor Total:	07/28/2023 9,570.00	9,570.00	
	David Martin 7/19-7/25/23	Summer Basketball Referee	01.451.117		07/28/2023	90.00	

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VENDOR NO TRANS. NO VC-00055585 0000002726	VENDOR NAME INVOICE NO 7/19-7/25/23 David Martin	INVOICE DESC. Summer Basketball Referee	ACCOUNT NO 01.451.118	Vendor Total:	DUE DATE 07/28/2023 225.00	VOUCHER AMOUNT PAID EFT DP 135.00
0000003423 VC-00055587 VC-00055587 0000003423		Summer Basketball Referee Summer Basketball Referee	01.451.118 01.451.117	Vendor Total:	07/28/2023 07/28/2023 270.00	225.00 45.00
000000205 VC-00055555 VC-00055556 0000000205		ZHB 503 Constitution McDonald's ZHB Concord Place	01.414.314 01.413.310	Vendor Total:	07/28/2023 07/28/2023 379.50	165.00 214.50
0000000156 VC-00055557 VC-00055580 0000000156		PW Grease Park Supplies	01.438.370 01.454.250	Vendor Total:	07/28/2023 07/28/2023 251.44	220.50 30.94
0000000169 VC-00055569 0000000169	Harold Stone Dental Reimb Harold Stone	Dental Reimbursement	07.442.199	Vendor Total:	07/28/2023 136.00	136.00
0000000937 VC-00055551 VC-00055575 0000000937		Single Stream Recycling 7/11 & 7/13/23 2 Open Top Commingled Recycling 7/4 &	05.426.367 05.426.367	Vendor Total:	07/28/2023 07/28/2023 1,143.85	311.60 832.25
0000004413 VC-00055591 0000004413	Jake Voloshin 7/19-7/25/23 Jake Voloshin	Summer Basketball Referee	01.451.118	Vendor Total:	07/28/2023 90.00	90.00
0000004126 VC-00055568 0000004126	LYNX Computer Technologies 661699 LYNX Computer Technologies	Police IT Billable Time	01.410.452	Vendor Total:	07/28/2023 450.00	450.00
000000392 VC-00055590 000000392	Patricia Kunkle 7/19-7/25/23 Patricia Kunkle	Summer Basketball Referee	01.451.117	Vendor Total:	07/28/2023 90.00	90.00
0000004819 VC-00055558 0000004819	Patrick Lattanze 8/9/23 Patrick Lattanze	Summer Concert "Root Setters"	01.451.501	Vendor Total:	07/28/2023 500.00	500.00
0000005166 VC-00055579 0000005166	PEDRERA, INC. PEDRERA, INC.	Emergency Website Support	01.405.453	Vendor Total:	07/28/2023 875.00	875.00

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	IDOR NAME DICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID EFT DP
VC-00055566 July VC-00055567 July		Police Training Lunch Reimbursements Crime Meeting Refreshments	01.410.421 01.410.210	Vendor Total:	07/28/2023 07/28/2023 93.99	56.74 37.25
0000000042 Post VC-00055553 #116 0000000042 Postm		Replenish Electric Postage Permit#116	07.442.215	Vendor Total:	07/28/2023 1,600.00	1,600.00
VC-00055592 1890 VC-00055593 1891		Électric Office Supplies Admin Office Supplies	07.442.200 01.405.210	Vendor Total:	07/28/2023 07/28/2023 423.99	321.90 102.09
VC-00055559 8/12	ert Harry Fischer Jr. 2/23 rt Harry Fischer Jr.	Farmers Market Performer "MudFroot"	01.451.501	Vendor Total:	07/28/2023 80.00	80.00
VC-00055589 7/19	er Troy Perry 9-7/25/23 r Troy Perry	Summer Basketball Referee	01.451.118	Vendor Total:	07/28/2023 90.00	90.00
VC-00055560 8/19/	nuel Colin Wolf 9/23 uel Colin Wolf	Farmers Market Musician	01.451.501	Vendor Total:	07/28/2023 80.00	80.00
VC-00055573 2894	rne Answering Service, Inc 407102023 e Answering Service, Inc.	c. Answering Service 7/10-8/6/23	07.442.321	Vendor Total:	07/28/2023 181.97	181.97
VC-00055574 1469	State Elevator Co. Inc. 955 ate Elevator Co. Inc.	Monthly Elevator Maintenance	01.409.374	Vendor Total:	07/28/2023 139.97	139.97
VC-00055572 1290	First Corporation 0127633 rst Corporation	Electric Uniforms	07.442.238	Vendor Total:	07/28/2023 186.53	186.53
VC-00055576 0014	ste Management 4098-1062-7 e Management	Municipal Solid Waste Disposal 7/1-7/1	5/2 05.427.367	Vendor Total:	07/28/2023 9,169.48	9,169.48
			Report Total: Report Total: Report Total:	29,230.31 29,230.31 0.00		

Date: 07/26/2023

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VENDOR NO VENDOR NAME

TRANS. NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP

Date: 06/30/2023

Time: 9:44:44AM

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VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID E	EFT DP
0000002467 VC-00055565 0000002467	AMP Inc. 1006297 AMP Inc.	June Power Purchases	07.442.361	Vendor Total:	07/31/2023 348,991.36	348,991.36	X
000005050	WageWorks, Inc.						
VC-00055288	INV5338002	Employee Flex & HRA Reimbursements	90.200.300		06/27/2023	131.57	X
VC-00055288	INV5338002	Employee Flex & HRA Reimbursements	90.200.200		06/27/2023	25.00	Χ
VC-00055582	INV5410684	HRA & Flex Employee Reimbursements	90.200.200		07/18/2023	180.00	Χ
VC-00055582	INV5410684	HRA & Flex Employee Reimbursements	90.200.300		07/18/2023	381.61	Χ
VC-00055561	INV5329799	HRA Admin Fee	01.405.450		07/24/2023	188.00	X
VC-00055581	INV5430609	Flex & HRA Employee Reimbursements	90.200.200		07/25/2023	10.00	Χ
VC-00055581	INV5430609	Flex & HRA Employee Reimbursements	90.200.300		07/25/2023	104.92	Χ
VC-00055564	INV5365779	FSA June Monthly Fee	01.405.450		07/31/2023	75.00	Χ
0000005050	WageWorks, Inc.	·		Vendor Total:	1,096.10		
0000002468	Wells Fargo						
VC-00055562	2006 DVRFA	2006 DVRFA Loan Interest	30.472.000		07/25/2023	552.47	Χ
VC-00055563	2007 DVRFA	2007 DVRFA Loan Interest	30.472.000		07/25/2023	1,233.89	Χ
0000002468	Wells Fargo			Vendor Total:	1,786.36		

Report Total: 351,873.82
Unpaid Report Total: 351,873.82
Paid Report Total: 0.00

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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
0000005171 VC-00055600 0000005171	Amanda Sandor 06208006.00 Amanda Sandor	Electric Final Bill - Deposit Refund	07.200.100	Vendor Total:	08/04/2023 164.22	164.22
0000003873 VC-00055623 0000003873	Andrew Krauss 8/19/23 Andrew Krauss	Under the Stars Car Show DJ	01.451.501	Vendor Total:	08/04/2023 350.00	350.00
0000003408 VC-00055610 0000003408	Anixter Inc 5749725-00 Anixter Inc	Electric Hardware & Parts	07.442.253	Vendor Total:	08/04/2023 2,300.00	2,300.00
0000000018 VC-00055639 0000000018	B.R. Scholl Sales & Service, 115949 B.R. Scholl Sales & Service, In	Electric Ford Dump Water Pump	07.442.250	Vendor Total:	08/04/2023 383.28	383.28
0000000394 VC-00055645 VC-00055645 0000000394	Bonnie Walck 7/26-8/1/23 7/26-8/1/23 Bonnie Walck	Summer Basketball Payroll Summer Basketball Payroll	01.451.117 01.451.118	Vendor Total:	08/04/2023 08/04/2023 270.00	180.00 90.00
0000004084 VC-00055617 0000004084	Britton Industries 1008251-IN Britton Industries	40 Yd Roll Off Yard Waste	05.428.368	Vendor Total:	08/04/2023 285.00	285.00
0000000113 VC-00055621 VC-00055616 0000000113	Cash 8/19/23 6/16-7/31/23 Cash	Under Stars Car Show Change Box Cash Petty Cash - Farmers Mkt & Concert Suppl		Vendor Total:	08/04/2023 08/04/2023 237.77	200.00 37.77
0000005172 VC-00055624 0000005172	Charles W. Fisher Jr. 8/19/23 Charles W. Fisher Jr.	Under the Stars Performer "Hearts Club B	01.451.501	Vendor Total:	08/04/2023 500.00	500.00
0000000135 VC-00055595 VC-00055651 VC-00055641 0000000135	Clemens Uniform S1577351 1579067 1579069 Clemens Uniform	MAC Janitorial Supplies PW Uniforms Boro Floor Mat Rental	04.452.247 01.438.238 01.409.450	Vendor Total:	08/04/2023 08/04/2023 08/04/2023 706.61	469.68 191.78 45.15
0000000069 VC-00055615 VC-00055598 VC-00055612 0000000069	Comcast 168403 63083 41402 Comcast	Amphitheater Wifi/Internet 7/28-8/27/23 Police Internet/Wifi/Voice 7/20-8/19/23 Electric Cable 7/30-8/29/23	01.451.450 01.410.450 07.442.450	Vendor Total:	08/04/2023 08/04/2023 08/04/2023 552.03	181.14 X 288.89 X 82.00 X

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BOROUGH OF PERKASIE

VENDOR NO VENDOR NAME TRANS. NO INVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID EFT DP
0000005169 Damon Kling	INVOICE DESC.	ACCOUNT NO		DOL DATE	VOCCHER AMOUNT I AID ELT DI
VC-00055602 10641007.00	Electric Final Bill - Deposit Refund	07.200.100		08/04/2023	80.61
0000005169 Damon Kling			Vendor Total:	80.61	
000000700 David Martin					
0000002726 David Martin VC-00055646 7/26-8/1/23	Summer Basketball Referee	01.451.117		08/04/2023	45.00
VC-00055646 7/26-8/1/23 VC-00055646 7/26-8/1/23	Summer Basketball Referee	01.451.117		08/04/2023	90.00
0000002726 David Martin		0.1.10.1.1.10	Vendor Total:	135.00	33.33
0000002414 De Lage Landen Financi	al Services, Inc.				
VC-00055626 80108651	Police Ricoh C3000 Copier Contract	01.410.252		08/04/2023	254.83
VC-00055627 80359141	Police Ricoh C3000 Copier Contract	01.410.252	V	08/04/2023	172.75
0000002414 De Lage Landen Financia	Services, inc.		Vendor Total:	427.58	
0000000325 Deep Run Aquatic Service	res Inc				
VC-00055596 230724-7	MAC Activity Pool Repair	04.452.250		08/04/2023	125.00
0000000325 Deep Run Aquatic Service			Vendor Total:	125.00	
000000100 Delaware Valley Health					
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.222.000		08/04/2023	8,089.64
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	07.390.300		08/04/2023	-127.25
VC-00055625 25327 VC-00055625 25327	Aug Medical/Rx & Dental Premiums Aug Medical/Rx & Dental Premiums	01.414.196		08/04/2023	3,932.86
VC-00055625 25327 VC-00055625 25327	Aug Medical/Rx & Dental Premiums  Aug Medical/Rx & Dental Premiums	01.410.196 01.414.199		08/04/2023 08/04/2023	50,697.67 275.39
VC-00055625 25327 VC-00055625 25327	Aug Medical/Rx & Dental Premiums  Aug Medical/Rx & Dental Premiums	01.402.199		08/04/2023	413.09
VC-00055625 25327 VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.390.300		08/04/2023	-1,145.19
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.401.199		08/04/2023	215.15
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.451.199		08/04/2023	258.19
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.402.196		08/04/2023	3,364.62
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.401.196		08/04/2023	2,632.62
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	07.442.196		08/04/2023	12,283.24
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.451.196		08/04/2023	3,894.34
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.405.196		08/04/2023	2,754.62
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.438.199		08/04/2023	1,328.66
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.410.199		08/04/2023	3,111.81
VC-00055625 25327	Aug Medical/Rx & Dental Premiums	01.405.199		08/04/2023	215.16
VC-00055625 25327	Aug Medical/Rx & Dental Premiums Aug Medical/Rx & Dental Premiums	01.438.196		08/04/2023	19,599.61
VC-00055625 25327 000000100 Delaware Valley Health Tr		07.442.199	Vendor Total:	08/04/2023 112,496.27	702.04
Delaware valley Health 11	usi		vendor rotal.	112,430.21	
0000003423 Donald B. Thomas					
VC-00055647 7/26-8/1/23	Summer Basketball Referee	01.451.118		08/04/2023	90.00
VC-00055647 7/26-8/1/23	Summer Basketball Referee	01.451.117		08/04/2023	45.00
0000003423 Donald B. Thomas			Vendor Total:	135.00	
0000005470 B   5					
0000005170 Dylan Runyan	Floatric Final Bill - Danasit Batturd	07 200 400		00/04/0000	170.00
VC-00055603 06580013.00	Electric Final Bill - Deposit Refund	07.200.100		08/04/2023	179.60

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**BOROUGH OF PERKASIE** 

VENDOR NO VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP 0000005170 Dylan Runyan Vendor Total: 179.60 0000000622 FBI - LEEDA 200090140 795.00 VC-00055631 Mecouch CLI-Pottstown 9/2023 08/04/2023 01.410.421 0000000622 FBI - LEEDA Vendor Total: 795.00 000000553 GateHouse Media Pennsylvania Holdings, Inc. VC-00055628 0005744981 Property Maintenance Code Advertising 01.414.341 08/04/2023 373.00 000000553 GateHouse Media Pennsylvania Holdings, Inc. Vendor Total: 373.00 000000259 **Grandview Service Centre** VC-00055632 414167 Unit#56-4 Oil Change 01.410.451 08/04/2023 60.96 0000000259 **Grandview Service Centre** Vendor Total: 60.96 0000002253 Hartford Life - The Hartford VC-00055614 675017815105 Aug Life/LTD/AD&D/& Supplemental Prem 01.410.198 08/04/2023 1,627.63 Aug Life/LTD/AD&D/& Supplemental Prem 01.438.198 VC-00055614 675017815105 08/04/2023 582.07 Aug Life/LTD/AD&D/& Supplemental Prem 01.401.198 VC-00055614 675017815105 08/04/2023 76.70 Aug Life/LTD/AD&D/& Supplemental Prem 01.405.198 VC-00055614 675017815105 08/04/2023 40.11 Aug Life/LTD/AD&D/& Supplemental Prem 01.402.198 VC-00055614 675017815105 08/04/2023 113.46 Aug Life/LTD/AD&D/& Supplemental Prem 01.227.000 VC-00055614 675017815105 08/04/2023 155.28 Aug Life/LTD/AD&D/& Supplemental Prem 07.442.198 VC-00055614 675017815105 08/04/2023 497.54 VC-00055614 675017815105 Aug Life/LTD/AD&D/& Supplemental Prem 01.451.198 08/04/2023 127.18 Aug Life/LTD/AD&D/& Supplemental Prem 01.414.198 VC-00055614 675017815105 08/04/2023 34.67 0000002253 Hartford Life - The Hartford Vendor Total: 3.254.64 0000000937 J.P. Mascaro & Sons VC-00055620 538.65 48715 Single Stream Recycling 7/17,7/18,7/19,7/ 05.426.367 08/04/2023 0000000937 J.P. Mascaro & Sons Vendor Total: 538.65 0000004413 Jake Voloshin VC-00055649 7/26-8/1/23 Summer Basketball Referee 45.00 01.451.117 08/04/2023 VC-00055649 7/26-8/1/23 Summer Basketball Referee 08/04/2023 01.451.118 45.00 0000004413 Jake Voloshin Vendor Total: 90.00 James Pakenas 0000005174 VC-00055644 Reimbursement FBI Background Check Reimbursement 01.438.420 08/04/2023 25.25 James Pakenas 0000005174 Vendor Total: 25.25 0000002527 K J Door Services Inc VC-00055613 17817431 PW Garage Door Repairs 01.438.370 08/04/2023 415.82 0000002527 K J Door Services Inc. Vendor Total: 415.82 0000003940 Kathleen Ebbert VC-00055642 33 Pickleball Clinics 7/1-7/31/23 01.451.247 08/04/2023 953.60 Kathleen Ebbert 0000003940 Vendor Total: 953.60

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**BOROUGH OF PERKASIE** 

**VENDOR NO** VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP 0000004952 KC Sign & Awnings VC-00055640 Lenape Park Digital Sign 08/04/2023 36.451.701 46,062.50 0000004952 KC Sign & Awnings Vendor Total: 46,062.50 0000005168 Kyle Bauer VC-00055601 12982002.00 Electric Final Bill - Deposit Refund 07.200.100 08/04/2023 33.98 0000005168 33.98 Kyle Bauer Vendor Total: 0000004126 LYNX Computer Technologies VC-00055630 662167 Police IT Remote Service Support Calls 01.410.452 08/04/2023 375.00 0000004126 LYNX Computer Technologies Vendor Total: 375.00 M&B Cleaning Solutions LLC 0000004689 MAC Weekly Cleaning July 2023 VC-00055643 04.452.450 08/04/2023 620.00 0000004689 M&B Cleaning Solutions LLC Vendor Total: 620.00 0000001430 Morning Call VC-00055605 Subscription M-F thru 11/28/23 01.405.420 07/31/2023 273.00 0000001430 273.00 Morning Call Vendor Total: 0000000026 NAPA Auto Parts VC-00055637 5585-376674 Electric Oil Filter & Oil 07.442.250 08/04/2023 135.22 0000000026 NAPA Auto Parts Vendor Total: 135.22 Patricia Kunkle 000000392 VC-00055648 7/26-8/1/23 Summer Basketball Referee 01.451.117 08/04/2023 45.00 VC-00055648 7/26-8/1/23 Summer Basketball Referee 01.451.118 08/04/2023 45.00 000000392 Patricia Kunkle Vendor Total: 90.00 0000005173 Personal Protection Consultants, Inc. VC-00055633 B-23987 Police PPBT Annual Support Invoice 01.410.421 08/04/2023 55.00 VC-00055635 P-23987 Police PATH Annual Support 01.410.421 08/04/2023 55.00 VC-00055634 O-23987 Police OCAT Annual Support Invoice 01.410.421 08/04/2023 55.00 0000005173 Personal Protection Consultants, Inc. Vendor Total: 165.00 Richter Drafting & Office Supply Co., Inc. 000000019 Admin Office Supplies VC-00055599 1891230-0 01.405.210 08/04/2023 163.08 000000019 Richter Drafting & Office Supply Co., Inc. 163.08 Vendor Total: 0000004177 Robert Schurr VC-00055636 July 2023 July Cell Phone Reimbursement 01.410.324 08/04/2023 50.00 0000004177 Robert Schurr 50.00 Vendor Total: 0000003987 RR Donnellev VC-00055629 58683331 Police Non Traffic Citations 01.410.480 08/04/2023 42.35

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#### BOROUGH OF PERKASIE

**VENDOR NO** VENDOR NAME TRANS, NO INVOICE NO INVOICE DESC. ACCOUNT NO DUE DATE VOUCHER AMOUNT PAID EFT DP 0000003987 **RR** Donnelley Vendor Total: 42.35 000000300 Ruggiero's Auto Body PW Chevy Truck#10 VC-00055650 8/1/23 01.438.370 08/04/2023 150.00 000000300 Ruggiero's Auto Body Vendor Total: 150.00 000000731 SealMaster VC-00055618 INV2057421 White & Yellow Traffic Paint 01.433.245 08/04/2023 3,058.27 SealMaster 000000731 Vendor Total: 3,058.27 0000004082 Staples VC-00055608 3543550559 PW Toner 01.438.230 08/04/2023 80.04 VC-00055607 PW Office Supplies 05.427.244 08/04/2023 3543550558 5.60 VC-00055606 3543550562 PW Janitorial Supplies 01.438.230 08/04/2023 227.31 VC-00055619 3543550565 PW Janitorial Supplies 01.438.230 08/04/2023 219.96 0000004082 Staples Vendor Total: 532.91 Three Tower Audio Inc 0000002544 VC-00055622 Car Show Audio System 01.451.501 08/04/2023 1,350.00 0000002544 Three Tower Audio Inc. Vendor Total: 1.350.00 0000003938 Turtle & Hughes, Inc VC-00055638 5920067-02 Electric Hardware & Parts 07.442.253 08/04/2023 362.25 0000003938 Turtle & Hughes, Inc Vendor Total: 362.25 0000000732 **UniFirst Corporation** 1290128874 VC-00055611 Electric Uniforms 07.442.238 08/04/2023 184.08 0000000732 **UniFirst Corporation** Vendor Total: 184.08 000000087 Verizon 156-951-933-0001-98 Police Phones 7/17-8/16/23 08/04/2023 39.55 VC-00055597 01.410.450 000000087 Verizon Vendor Total: 39.55 0000005050 WageWorks, Inc. INV5465361 VC-00055604 Employee Flex & HRA Reimbursements 90.200.200 08/04/2023 90.99 Χ VC-00055604 INV5465361 Employee Flex & HRA Reimbursements 90.200.300 08/04/2023 252.79 Χ 0000005050 WageWorks, Inc. Vendor Total: 343.78 000000185 Zep Sales & Service 9008790920 VC-00055609 PW Janitorial Supplies 01.438.230 08/04/2023 1,048.80 000000185 Zep Sales & Service Vendor Total: 1.048.80 Report Total: 180,914.66 **Unpaid Report Total:** 180,914.66

Paid Report Total: 0.00

# PERKASIE BOROUGH RESOLUTION NO. 2023-32

Be it RESOLVED, that Perkasie Borough of Bucks County hereby requests a Multimodal Transportation Fund grant of \$739,749 from the Commonwealth Financing Authority to be used for modernization of the existing signal equipment at 5<sup>th</sup> Street & Walnut Street for improved pedestrian connection to the Liberty Bell Trail through the Borough. Improvements include the installation of new signal equipment and controller, video/radar detection, emergency pre-emption and an uninterruptible power supply. The project also includes the widening of three of the corners to provide improved turning radii for larger vehicles, as well as the installation of new ADA curb ramps and pedestrian signals with countdown timers. The corner widening necessitates the relocation of a few utilities and stormwater management facilities.

Be it FURTHER RESOLVED that the Applicant does hereby designate Andrea L. Coaxum, Borough Manager, as the official to execute all documents and agreements between Perkasie Borough and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

I, Andrea L. Coaxum, duly qualified Secretary of Perkasie Borough, Bucks County, PA, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Perkasie Borough Council at a regular meeting held August 7, 2023 and said Resolution has been recorded in the Minutes of Perkasie Borough and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of Perkasie Borough, this  $7^{th}$  day of August, 2023.

<b>BOROUGH OF PERKASIE:</b>
James Ryder, Council President

## PERKASIE BOROUGH RESOLUTION NO. 2023-34

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL AUTHORIZING A REDUCTION IN THE ESCROW FOR THE CONSTITUTION SQUARE PROJECT AS APPROVED BY GILMORE & ASSOCIATES, INC., IN THE AMOUNT \$60,721.97 TO REDUCE THE TOTAL ESCROW TO \$529,068.73 AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE ESCROW REDUCTION

WHEREAS, Kay Constitution, LLC ("Applicant") received Borough approval via Settlement Agreement dated December 19, 2016, which was entered as an Order of Court on December 22, 2016, in the matter of the Appeal of Constitution Square, LLC, from the Decision of the Perkasie Borough Zoning Hearing Board at Bucks County Court of Common Pleas Docket No. 2016-01417, to improve Bucks County Tax Parcel 33-010-145 with forty-nine (49) residential townhouse dwelling units, together with utilities, storm management improvements and the like; and

WHEREAS, a Financial Security Agreement dated December 8, 2020, was entered into between the Borough of Perkasie, Kay Construction, LLC, and Quakertown National Bank; and

WHEREAS, upon inspection Gilmore & Associates, Inc., has certified that the Financial Security Fund may be reduced by the amount of \$60,721.97 to a total amount of \$529,068.73.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie, as follows, that the financial security fund for the Constitution Square Land Development project, is hereby reduced by the amount of \$60,721.97 to the sum of \$529,068.73.

	IT IS FURTHER	RESOLVED	that the Borou	igh Manager is	hereby auth	orized to s	ign the
Г	D 1						
Escrov	v Reduction.						

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the  $7^{th}$  day of August, 2023.

	BOROUGH OF PERKASIE:
ATTEST:	By:
By:	



July 31, 2023

Project No.: 14-07024

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

Reference: Constitution Square

Financial Security Escrow Release Request #4

#### Dear Andrea:

Gilmore & Associates Inc. (G&A) has reviewed the LOC Reduction Request #4 from Kay Constitution, LLC dated July 10, 2023. Per the Financial Security Agreement dated December 8, 2020, a financial security fund in the form of an Irrevocable Letter of Credit has been established by Quakertown National Bank in the amount of \$1,402,735.11. This request for release of a portion of the financial security fund is for temporary seeding, stormwater management, sidewalks, driveway aprons, permanent seeding, streetlights, signage, bollards, and paving.

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. The following items listed on the Developer's request were not approved for release:

- 1. The request to release a portion of the amount held for "Erosion Matting w/ rake and seed" (Item I.3) is not approved since no new matting has been installed.
- 2. The request to release the remaining portion of the amount held for "Weir Structure" (Item II.10) is not approved since the valve assembly still has to be installed.
- The request to release the remaining portion of the amount held for "Concrete Curb" (Item III.1) is not approved since approx. 20 linear feet of curb still has to be installed along the emergency access road.
- 4. The request to release the remaining portion of the amount held for "Curb Backfill" (Item III.2) is not approved since approx. 20 linear feet of curb still has to be installed along the emergency access road.
- 5. The request to release the remaining portion of the amount held for "Seal Curb" (Item III.3) is not approved since the wearing course has not been installed on the roadways.
- 6. The request to release half of the amount held for "Permanent Seeding Seed and Mulch" (Item IV.6) is not approved since half of the seeding has not been installed. We recommend releasing 25% (38,000 square feet) of the amount held for this line item.

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

7. The request to release the remaining portion of the amount held for "Street Lights" (Item V.5) is not approved since two (2) streetlights still have to be installed. We recommend releasing three (3) of the streetlights held for this line item.

G&A would recommend reducing the financial security fund by Sixty Thousand Seven Hundred Twenty-One Dollars and Ninety-Seven Cents (\$60,721.97) to the amount of Five Hundred Twenty-Nine Thousand Sixty-Eight Dollars and Seventy-Three Cents (\$529,068.73).

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. 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 Richard M. Koze, Jr., Kay Constitution, LLC Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

## **CERTIFICATE OF COMPLETION**

## **CONSTITUTION SQUARE**

We, the undersigned, hereby certify that the improvements in connection with the Land Development Plans prepared for Constitution Square, LLC, dated July 11, 2016 and last revised October 28, 2020 and the Land Development Agreement of Constitution Square dated December 8, 2020 have been completed to the extent that the financial security fund may be reduced by **\$60,721.97** dollars to the amount of **\$529,068.73** dollars.

Douglas C. Rossino	07/31/2023
Borough Engineer	Date
Borough Manager	Date



60,721.97

873,666.38

529,068.73

SUMMARY OF ESCROW ACCOUNT

AMOUNT OF WORK IN PLACE THIS PERIOD: PROJECT NAME: Constitution Square 67,468.86 TOTAL CONSTRUCTION: \$ 1,210,612.59 \$ PROJECT NO .: TOTAL CONSTRUCTION CONTINGENCY: \$ 6,746.89 14-07024 121,061.26 REQUIRED RETAINAGE THIS RELEASE (10%):

PROJECT OWNER: Kay Constitution, LLC TOTAL ENG/INSP/LEGAL: \$ 71.061.26 AMOUNT OF THIS RELEASE: TOTAL ESCROW POSTED: \$ 1,402,735.11

MUNICIPALITY: Perkasie Borough

TOTAL ESCROW RELEASED TO DATE: ESCROW AGENT: Quakertown National Bank ESCROW SECURITY ACCOUNT (ESA): \$ 50,000.00 TOTAL ESCROW REMAINING:

TYPE OF SECURITY: Irrevocable Letter of Credit TOTAL CONSTRUCTION CONTINGENCY: 121,061.26 AGREEMENT DATE: December 8, 2020 RELEASE NO .: TOTAL ENG/INSP/LEGAL: 71,061.26

RELEASE DATE: July 31, 2023 TOTAL RETAINAGE TO DATE: \$ 97,074.04 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 239,872.17

	ESCROW TABL	CURRENT R	RELEASE	RELEASED TO DATE		AVAILABLE FOR RELEASE		-	RELEASE REQ#5					
	CONSTRUCTION ITEMS	UNITS	QUANTITY	UNIT PRICE		TOTAL MOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUN		QUANTITY
l.	EROSION & SEDIMENT CONTROL												-	
l" '	Tree Protection Fencing	LF	1,215	\$ 3.19	\$	3,875.85			1,215	\$3,875.85		\$		
	2. Inlet Protection	EA	24	\$ 159.54		3,828.96			24	\$3,828.96		\$		
	3. Erosion Matting w/ rake and seed	SY	5,272	\$ 7.34		38,696.48			1,000	\$7,340.00	4,272	\$ 31,356	48	
	Rock Construction Entrance (To be maintained)	EA	1	\$ 3,000.00		3,000.00			1	\$3,000.00	,	\$		
	5. Temporary Seeding- Seed and Mulch	SF	152,000	\$ 0.05		7,600.00	30,400	\$1,520.00	114,000	\$5,700.00	38,000	\$ 1,900	00	
	6. 18" Compost Filter Sock	LF	120	\$ 10.21	\$	1,225.20	,	. ,	120	\$1,225.20	,	\$		
	7. 24" Compost Filter Sock	LF	605	\$ 14.04	\$	8,494.20			605	\$8,494.20		\$		
	8. 32" Compost Filter Sock	LF	1,110	\$ 19.14	\$	21,245.40			1,110	\$21,245.40		\$		
	9. Temporary Trash Rack & Anti-Vortex Device	EA	1	\$ 500.00	\$	500.00			1	\$500.00		\$		
	10. Pumped Water Filter Bag	EA	1	\$ 638.15	\$	638.15			1	\$638.15		\$		
	11. Concrete Debris Washout	EA	1	\$ 3,000.00	\$	3,000.00			1	\$3,000.00		\$		
	12. E&S Maintenance/Removal	LS	1	\$ 5,000.00	\$	5,000.00					1	\$ 5,000	00	
II.	STORMWATER MANAGEMENT													
	1. 12" Dia. HDPE	LF	72	\$		3,675.60			72	\$3,675.60		\$		
	2. 18" Dia. HPDE	LF	520	\$ 76.58		39,821.60			520	\$39,821.60		\$		
	3. 18" Dia. HPDE (Temp Storm)	LF	221	\$		16,924.18			221	\$16,924.18		\$		
	4. 24" Dia. HPDE	LF	290	\$ 82.96	\$	24,058.40	26	\$2,156.96	290	\$24,058.40		\$		
	5. 14"x23" ERCP	LF	197	\$ 102.10		20,113.70			197	\$20,113.70		\$		
	6. 18" Dia. RCP 'O' Ring	EA	60	\$ 63.82		3,829.20			60	\$3,829.20		\$		
	7. Type C Box with Inlet Top	EA	18	\$ 3,190.75		57,433.50			18	\$57,433.50		\$		
	8. Type M Box with Inlet Top	EA	4	\$ 2,552.60		10,210.40			4	\$10,210.40		\$		
	Water Quality Inlet with Inlet Top	EA	1	\$ 3,700.00		3,700.00	0.2	\$740.00	1	\$3,700.00		\$		
	10. Weir Structure	EA	1	\$ 8,934.10		8,934.10			1	\$8,040.69	0.1	\$ 893	41	
	11. Outlet Structure #1	EA	1	\$ 4,211.79		4,211.79			1	\$4,211.79		\$		
	12. Outlet Structure #2	EA	1	\$ 4,467.05		4,467.05			1	\$4,467.05		\$		
	13. Anti Seep Collars	EA	1	\$ 1,148.67		1,148.67			1	\$1,148.67		\$		
	14. 18" Headwall	EA	4	\$ 1,786.82		7,147.28			4	\$7,147.28		\$		
	15. 14"x 23" Headwall	EA	3	\$ 2,042.08		6,126.24			3	\$6,126.24		\$		
	16. 12" Flared End Section	EA	2	\$ 1,723.01		3,446.02			2	\$3,446.02		\$		
	17. Rip Rap Apron	SF	551	\$	\$	4,573.30			551	\$4,573.30		\$		
	18. Underground Infiltration Bed #1 Complete	LS	1	\$ 140,000.00	\$ 1	140,000.00			1	\$140,000.00		\$		

7/31/2023 Page 1 of 3



873,666.38

529,068.73

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Constitution Square TOTAL CONSTRUCTION: \$ 1,210,612.59 AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 67,468.86

PROJECT NO.: 14-07024 TOTAL CONSTRUCTION CONTINGENCY: \$ 121,061.26 REQUIRED RETAINAGE THIS RELEASE (10%): \$ 6,746.89

PROJECT OWNER: Kay Constitution, LLC TOTAL ENG/INSP/LEGAL: \$ 71,061.26 AMOUNT OF THIS RELEASE: \$ 60,721.97

PROJECT OWNER: Kay Constitution, LLC TOTAL ENG/INSP/LEGAL: \$ 71,061.26 AMOUNT OF THIS RELEASE:

TOTAL ESCROW POSTED: \$ 1,402,735.11

TOTAL ESCROW POSTED: \$ 1,40
MUNICIPALITY: Perkasie Borough

MUNICIPALITY: Perkasie Borough TOTAL ESCROW RELEASED TO DATE: ESCROW AGENT: Quakertown National Bank ESCROW SECURITY ACCOUNT (ESA): \$ 50,000.00 TOTAL ESCROW REMAINING:

TYPE OF SECURITY: Irrevocable Letter of Credit TOTAL CONSTRUCTION CONTINGENCY: \$ 121,061.26
AGREEMENT DATE: December 8, 2020 RELEASE NO.: 4 TOTAL ENG/INSP/LEGAL: \$ 71,061.26

RELEASE NO.: 4 TOTAL ENG/INSP/LEGAL: \$ 71,061.26

RELEASE DATE: July 31, 2023 TOTAL RETAINAGE TO DATE: \$ 97,074.04

TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 239,872.17

												1			
	ESCROW TABUL	ATION						CURRENT R	ELEASE	RELEASED	TO DATE	AVAILABLE F	OR	RELEASE	RELEASE REQ # 5
	CONSTRUCTION ITEMS	UNITS	QUANTITY		UNIT PRICE		TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY		TOTAL	QUANTITY
III.	PAVING AND CURBING														
	Concrete Curb	LF	2,660	\$	28.08		74,692.80			2,640	\$74,131.20	20	\$	561.60	
	Curb Backfill	LF	2,660	\$	3.50		9,310.00			2,640	\$9,240.00	20	\$	70.00	
	3. Seal Curb	LF	2,660	\$		\$	3,404.80					2,660	\$	3,404.80	
	Fine Grade and Compact	SY	4,555	\$	0.77		3,507.35			4,555	\$3,507.35		\$	-	
	5. 6" 2A Mod. Stone	SY	4,555	\$	10.21		46,506.55			4,555	\$46,506.55		\$	-	
	6. 4" 25 MM Superpave Base Course	SY	4,555	\$	20.00		91,100.00			4,555	\$91,100.00		\$	-	
	7. 2" 19 MM Superpave Binder Course	SY	4,555	\$	16.59		75,567.45			4,555	\$75,567.45		\$	-	
	8. 1.5" 9.5 MM Superpave Wearing Course	SY	4,555	\$	10.21		46,506.55					4,555	\$	46,506.55	
	9. Sweep and Tack Coat	SY	4,555	\$	0.64		2,915.20					4,555	\$	2,915.20	
	10. Winterize Storm Structures	EA	18	\$	28.72		516.96			18	\$516.96		\$	-	
	11. Dewinterize Storm Structures	EA	18	\$	28.72	•	516.96					18	\$	516.96	
	12. Concrete Sidewalk	SF	14,334	\$	7.66		109,798.44	4,300	\$32,938.00	10,034	\$76,860.44	4,300	\$	32,938.00	
	13. Concrete Driveway Apron	SF	2,352	\$	11.49	\$	27,024.48	588	\$6,756.12	2,352	\$27,024.48		\$	-	
	14. Bituminous Walking Trail (8' Wide)	SF	2,360	\$	8.00	\$	18,880.00					2,360	\$	18,880.00	
IV.	EARTHWORK														
1	Topsoil Stripping	CY	2,800	\$	3.13	\$	8,764.00			2,800	\$8.764.00		\$	_	
	2. Cut to Fill	CY	2,885	\$	4.13		11,915.05			2,885	\$11,915.05		\$	_	
	Basin Keyway with Onsite Material	CY	2,100	\$	2.87		6,027.00			2,100	\$6,027.00		\$	_	
	Wedge Fill Above Underground Basin	CY	302	\$	2.87		866.74			302	\$866.74		\$	_	
	5. Grading	CY	2,800	\$	4.79		13,412.00			2,100	\$10,059.00	700	\$	3,353.00	
	Permanent Seeding- Seed and Mulch	SF	152,000	\$	0.10		15,200.00	38,000	\$3,800.00	38,000	\$3,800.00	114,000	\$	11,400.00	
	7. Basin #1 Seed Mix (ERNMX-180-2)	SF	10,000	\$	0.10		1,000.00	00,000	φο,σσσ.σσ	00,000	ψο,σσσ.σσ	10,000	\$	1,000.00	
	8. Basin #2 Seed Mix (ERNMX-180-2)	SF	1,400	\$	0.10		140.00					1,400	\$	140.00	
	9. Basin #3 Seed Mix (ERNMX-180-2)	SF	2,600	\$	0.10		260.00					2,600	\$	260.00	
	10. Basin #4 Seed Mix (ERNMX-180-2)	SF	560	\$	0.10		56.00					560	\$	56.00	
	11. Vegetated Swale	SF	2,900	\$	0.25		725.00			2,900	\$725.00	000	\$	-	
	-		,	•						,					
	LANDSCAPING & LIGHTING					_							_		
	Canopy Trees	EA	54	\$	446.71	\$	24,122.34					54	\$	24,122.34	
	Flowering Trees	EA	44	\$	382.89		16,847.16					44	\$	16,847.16	
	Evergreen Trees	EA	42	\$	446.71		18,761.82					42	\$	18,761.82	
	4. Shrubs	EA	13	\$		\$	2,488.85					13	\$	2,488.85	
	5. Street Lights	EA	14	\$	3,000.00	\$	42,000.00	3	\$9,000.00	12	\$36,000.00	2	\$	6,000.00	

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6.

7.

8.

Pavement

Seal Joints

9. Traffic Control

Mill and Overlay



873,666.38

529.068.73

\$

\$

TOTAL ESCROW RELEASED TO DATE:

TOTAL ESCROW REMAINING:

102

233

232

1

\$5.652.58

\$255.20

\$2,500.00

\$10,520.28

\$5.652.58

\$2,500.00

\$255.20

\$

\$

\$

\$

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Constitution Square TOTAL CONSTRUCTION: \$ 1,210,612.59 AMOUNT OF WORK IN PLACE THIS PERIOD: \$ 67,468.86 PROJECT NO .: 14-07024 TOTAL CONSTRUCTION CONTINGENCY: \$ 121,061.26 REQUIRED RETAINAGE THIS RELEASE (10%): 6,746.89

PROJECT OWNER: Kay Constitution, LLC TOTAL ENG/INSP/LEGAL: \$ 71.061.26 AMOUNT OF THIS RELEASE: 60.721.97 1,402,735.11 TOTAL ESCROW POSTED: \$

ESCROW SECURITY ACCOUNT (ESA): \$

SY

SY

1 F

LS

102

233

232

1

\$

\$

\$

\$

103.14 \$

24.26 \$

1.10 \$

2,500.00 \$

MUNICIPALITY: Perkasie Borough

ESCROW AGENT: Quakertown National Bank

TYPE OF SECURITY: Irrevocable Letter of Credit

TOTAL CONSTRUCTION CONTINGENCY: 121,061.26 AGREEMENT DATE: December 8, 2020 RELEASE NO .: TOTAL ENG/INSP/LEGAL: 71.061.26 RELEASE DATE: July 31, 2023 TOTAL RETAINAGE TO DATE: 97.074.04 \$

50.000.00

TOTAL CONSTRUCTION AVAILABLE FOR RELEASE: \$ 239,872.17 **CURRENT RELEASE** RELEASED TO DATE **AVAILABLE FOR RELEASE ESCROW TABULATION** RELEASE REQ # 5 UNIT TOTAL TOTAL TOTAL TOTAL CONSTRUCTION ITEMS UNITS QUANTITY PRICE **AMOUNT** QUANTITY AMOUNT QUANTITY **AMOUNT** QUANTITY **AMOUNT** QUANTITY VI. SIGNAGE & STRIPING 1. Striping LS 5,500.00 5,500.00 5,500.00 \$ \$ \$ Street Name Sign EΑ 2 150.00 \$ 300.00 2 \$300.00 \$ NO OUTLET Sign EΑ 150.00 \$ 150.00 \$150.00 3. \$ 1 \$ NO PARKING Sign EΑ \$600.00 \$ 150.00 \$ 600.00 \$ EΑ 150.00 300.00 2 \$300.00 5. STOP Sign 2 \$ \$ \$ Relocated Speed Limit Sign EΑ 150.00 150.00 \$150.00 1 \$150.00 6. \$ \$ \$ VII. MISCELLANEOUS 1. Utility Pole Relocation EΑ 35,000.00 \$ 35,000.00 \$35,000.00 \$ 1 \$ Bollards (2) with Chain & Knox Box FΑ 2 1.000.00 \$ 2.000.00 \$2,000.00 2 \$2,000.00 \$ \$ As-Built Survey LS 4,000.00 \$ 4,000.00 1 \$ 4,000.00 \$ EΑ 1,000.00 4. Concrete Monuments \$ 250.00 \$ 1,000.00 \$ VIII. PennDOT HIGHWAY SY 150 20.40 \$ 3,060.00 150 \$3,060.00 Demolition \$ \$ 1. 3,307.50 \$ Type C Box with Inlet Top EΑ 3.307.50 \$3.307.50 2. 1 \$ 1 \$ 3. 14"x23" ERCP LF 7 35.28 \$ 246.96 7 \$246.96 \$ \$ LF 72 Concrete Curb 72 24.26 \$ 1,746.72 \$1,746.72 4. \$ \$ 5. Concrete Sidewalk SY 46 \$ 99.23 \$ 4,564.58 46 \$4,564.58 \$

10,520.28

5.652.58

2,500.00

255.20

233

232

1

7/31/2023 Page 3 of 3

## PERKASIE BOROUGH RESOLUTION NO. 2023-35

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL AUTHORIZING A FINAL REDUCTION IN THE ESCROW FOR THE JEER, LLC PROJECT AS APPROVED BY GILMORE & ASSOCIATES, INC., IN THE AMOUNT \$11,593.75 TO REDUCE THE TOTAL ESCROW TO \$0.00, AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE FINAL ESCROW REDUCTION

WHEREAS, JEER, LLC ("Applicant") received approval via Borough Resolution #2021-23 of the Waiver of Land Development for a construction project located at 106 & 108 North 7<sup>th</sup> Street, Perkasie, Pennsylvania, which said project encompasses the removal of several structures and the construction of a new warehouse related structure related to Bucks County Tax Parcels 33-005-462 and 33-005-463; and

WHEREAS, a Land Development Waiver Agreement dated September 7, 2021, was entered into between the Borough of Perkasie and JEER, LLC; and

WHEREAS, upon inspection Gilmore & Associates, Inc., has certified that the Financial Security Fund may be reduced by the amount of \$11,593.75 to a total amount of \$0.00.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie, as follows, that the financial security fund for the JEER, LLC project, is hereby reduced by the amount of \$11,593.75 to the sum of \$0.00.

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

	THIS	RESOLUTION	ON	WAS	DULY	ADOPTED	by the	Borough	Council	of Perkasie	
Borou	gh on th	ne 7 <sup>th</sup> day of .	Augı	ust, 20	23.						

	BOROUGH OF PERKASIE:
ATTEST:	By: James Ryder, Council President
By:Andrea L. Coaxum, Secretary	



August 1, 2023

Project No.: 21-05023

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

Reference: 106 & 108 North 7th Street

Financial Security Escrow Release Request #2 - Final

Dear Andrea:

Gilmore & Associates Inc. (G&A) has prepared the final escrow release request for Jeer LLC. Per the Land Development Waiver Agreement dated September 7, 2021, a financial security fund has been established in the amount of \$39,750.00. This request for release is for the remaining portion of the financial security fund, which includes the construction contingency, engineering/inspection/legal and retainage, as delineated on the attached breakdown. All work associated with this project has been completed with no outstanding punch list items, except the following administrative items which shall be completed prior to release of the remainder of the Financial Security Escrow:

- 1. An 18-Month Maintenance Bond shall be posted in the amount of \$4,528.50 and provided to the Borough.
- 2. Payment shall be made to the Borough by the Applicant for all outstanding legal and engineering invoices.

Once the Developer completes the administrative items noted above, G&A would recommend reducing the financial security fund by Eleven Thousand Five Hundred Ninety-Three Dollars and Seventy-Five Cents (\$11,593.75) to the amount of Zero Dollars (\$0.00).

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. Rossino, P.E. Gilmore & Associates, Inc.

Douglas C. Rossino

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 Jeer, LLC, Owner/Applicant Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

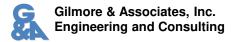
65 East Butler Avenue | Suite 100 | New Britain, PA 18901 | Phone: 215-345-4330 | Fax: 215-345-8606

# **CERTIFICATE OF COMPLETION**

106 & 108 NORTH 7<sup>TH</sup> STREET

We, the undersigned, hereby certify that the improvements in connection with the Preliminary/Final Land Development Plans prepared for Jeer, LLC dated January 8, 2021 and last revised May 4, 2022 and the Land Development Waiver Agreement for Jeer LLC dated September 7, 2021 have been completed to the extent that the financial security fund may be reduced by \$11,593.75 dollars to the amount of \$0.00 dollars.

Douglas C. Rossimo	08/01/2023
Borough Engineer	Date
Borough Manager	Date



\$

11,593.75

AMOUNT OF THIS RELEASE:

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: 106 & 108 North 7th Street TOTAL CONSTRUCTION: \$33,125.00 AMOUNT OF WORK IN PLACE THIS PERIOD: \$ PROJECT NO.: TOTAL CONSTRUCTION CONTINGENCY: \$3,312.50 21-05023 REQUIRED RETAINAGE THIS RELEASE (0%): \$

PROJECT OWNER: Jeer, LLC TOTAL ENG/INSP/LEGAL: \$3,312.50 TOTAL ESCROW POSTED: \$39,750.00

MUNICIPALITY: Perkasie Borough

TOTAL ESCROW RELEASED TO DATE: 39,750.00 ESCROW AGENT: RELEASE NO .: 2 - Final TOTAL ESCROW REMAINING: TYPE OF SECURITY: RELEASE DATE: August 1, 2023 TOTAL CONSTRUCTION CONTINGENCY RELEASED: \$ 3,312.50

AGREEMENT DATE: September 7, 2021 TOTAL ENG/INSP/LEGAL RELEASED: \$ 3,312.50 \$ 4,968.75 TOTAL RETAINAGE RELEASED: TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ#3	
				UNIT	TOTAL		TOTAL		TOTAL		TOTAL	
	CONSTRUCTION ITEMS	UNITS (	QUANTITY	PRICE	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY	AMOUNT	QUANTITY
Α.	EROSION & SEDIMENT CONTROL											
	Rock Construction Entrance (To be maintained)	EA	1	\$1,500.00	\$1,500.00			1	\$1,500.00			
	2. 12" Compost Filter Sock	LF	195	\$3.00	\$585.00			195	\$585.00			
	Temporary Seeding and Mulch	LS	1	\$250.00	\$250.00			1	\$250.00			
	4. Inlet Protection	EA	3	\$200.00	\$600.00			3	\$600.00			
В.	CURB AND SIDEWALK											
	Concrete Sidewalk (4")	SF	330	\$6.00	\$1,980.00			330	\$1,980.00			
	2. Concrete Driveway Apron (6")	SF	200	\$9.00	\$1,800.00			200	\$1,800.00			
	3. Vertical/Depressed Concrete Curb (7"X8"X18")	LF	96	\$60.00	\$5,760.00			96	\$5,760.00			
c.	LANDSCAPING											
	1. Buffer Trees	EA	11	\$300.00	\$3,300.00			11	\$3,300.00			
	Parking Buffer Shrubs	EA	8	\$50.00	\$400.00			8	\$400.00			
D.	STORM SEWER											
	1. Type 'M' Box & Grate (Standard Inlet Box)	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			
	Nyloplast 15" Inline Drain	EA	3	\$1,000.00	\$3,000.00			3	\$3,000.00			
	3. 15" HDPE Pipe w/bedding and backfill	LF	179	\$50.00	\$8,950.00			179	\$8,950.00			
	4. Type 'C' Doghouse Inlet & Grate	EA	1	\$2,500.00	\$2,500.00			1	\$2,500.00			

8/1/2023 Page 1 of 1



# **BOROUGH OF PERKASIE**

# **INTER-OFFICE MEMORANDUM**

DATE: July 31, 2023

TO: Andrea L. Coaxum, Borough Manager

Borough Council Mayor Hollenbach

FROM: Rebecca Deemer, Finance Director

RE: Opening of New Univest Checking Account

Perkasie Borough has received the federal portion of FEMA funds for the restoration of the Covered Bridge, and we would like to open a new checking account as listed below:

• FEMA Funds – Covered Bridge

At this time, I am requesting that Council ratify the opening of an account for these funds at Univest Bank and Trust.

Thank you.

## **RESOLUTION NO. 2023-38**

A RESOLUTION OF THE COUNCIL OF THE BOROUGH PERKASIE APPROVING THE DEP AGREEMENT BETWEEN THE BOROUGH OF PERKASIE AND THE COMMONWEALTH OF PENNSYLVANIA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, REGARDING THE 902 MUNICIPAL RECYCLING **PROGRAM** GRANT, **AND AUTHORIZING** BOROUGH MANAGER TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, the Commonwealth of Pennsylvania, Department of Environmental Protection, has provided the Borough of Perkasie with a DEP Grant Agreement with regard to the 902 Municipal Recycling Program Grant; and

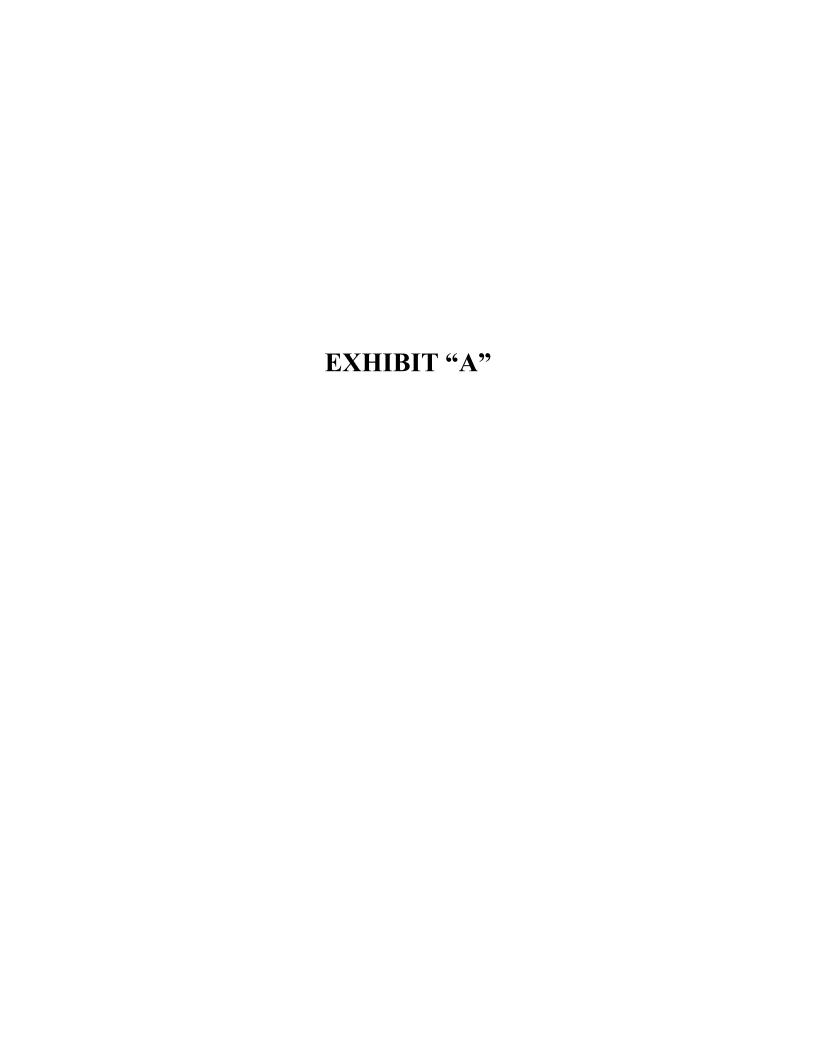
WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the DEP Grant Agreement, between the Borough and the Commonwealth of Pennsylvania, Department of Environmental Protection.

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

- 1. <u>Approval of Agreement.</u> The Borough Council herein approves the DEP Grant Agreement between the Borough and the Commonwealth of Pennsylvania, Department of Environmental Protection, which is attached hereto as Exhibit "A" and incorporated by reference.
- 2. <u>Execution</u>. The Borough Council further authorizes the Borough Manager to execute the DEP Grant Agreement between the Borough and the Commonwealth of Pennsylvania, Department of Environmental Protection, on behalf of Perkasie Borough.

# THIS RESOLUTION was duly adopted this $\underline{7}^{th}$ day of $\underline{August}$ , 2023.

ATTEST:	BOROUGH OF PERKASIE:
D.	D
By: Andrea L. Coaxum, Secretary	By: James Ryder, Council President



**Contract**#: : C990003986

# DEP Form Contract 7C-FA-28.0 Revised July 2013

## DEP GRANT AGREEMENT 902 MUNICIPAL RECYCLING PROGRAM GRANT

This Grant Agreement is entered into, by and between **Borough Of Perkasie**, ("Grantee") and the Commonwealth of Pennsylvania, Department of Environmental Protection, ("Department" or "DEP").

## WITNESSETH:

WHEREAS, Grantee has submitted a grant application for the 902 Municipal Recycling Program Grant project ("Project") and DEP has approved the application; and

WHEREAS, DEP is authorized to enter into this Grant Agreement pursuant to Section 902 of the Municipal Waste Planning, Recycling and Waste Reduction Act, Act 101 of July 28, 1988, provides for the issuance of grants to municipalities in support of municipal recycling program activities.

NOW THEREFORE, the Grantee and DEP, in consideration of the foregoing and intending to be legally bound hereby, agree as follows:

- 1. <u>MAXIMUM GRANT DOLLAR AMOUNT</u> DEP grants to Grantee the amount not to exceed \$325,550.00.
- 2. <u>GRANT TERM</u> This Grant Agreement shall not be a legally binding agreement until this Grant Agreement is fully executed by the Commonwealth. The term of this Grant Agreement shall commence on the date this Grant Agreement is fully executed by the Commonwealth, and shall terminate three (3) years from the later to occur of: (a) the Project Completion Date (as defined below) or; (b) the date of final payment.
- 3. <u>PERIOD OF PERFORMANCE</u> Upon full execution of this Grant Agreement, Project work: (a) may, at the discretion of the Department, be reimbursed through two years minus one day past that date (the "Project Completion Date"). All Project work under this Grant Agreement shall be completed no later than the Project Completion Date.
- 4. <u>STANDARD COMMONWEALTH ATTACHMENTS</u> Grantee shall comply with the terms and conditions applicable to "Contractor" in the following standard Commonwealth attachments, each attached hereto and made a part hereof. See Attachment A Provisions for Commonwealth Contracts. See Attachment B Nondiscrimination / Sexual Harassment Clause.

**Contract**#: : C990003986

5. <u>DEP GENERAL CONDITIONS</u> – Grantee shall perform all Project work in accordance with the referenced General Conditions attached hereto as Attachment C and made a part hereof. For the purposes of the attached, "Grantee" and "Contractor" are synonymous. See Attachment C – DEP General Conditions.

- 6. <u>SCOPE OF WORK; BUDGET</u> Grantee shall perform all Project work in accordance with the Project Scope of Work set forth in Attachment D attached hereto and made a part hereof. Grantee shall incur expenses under this Grant Agreement and DEP shall pay Grantee for Project work in accordance with the Budget included in Attachment D and in accordance with the Special Conditions (Attachment E) described in Paragraph 7 below. See Attachment D Scope of Work Narrative/Fiscal Summary Budget.
- 7. <u>SPECIAL CONDITIONS</u> Grantee shall perform all Project work in accordance with the following grant program-specific special conditions attached hereto and made a part hereof. See Attachment E Special Requirements/Special Conditions.

Appropriations Coding
2909400000 3522509000 3525000009 6600400
2023

**Amount** \$325,550.00

#### **Provisions for Commonwealth Contracts**

1. **CONTRACTOR INTEGRITY PROVISIONS** (For the purpose of these Contractor Integrity Provisions, the term Contractor is defined to include GRANTEE and the term Contract is defined to include GRANT AGREEMENT.)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- **a. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - 1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - 2) "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - 3) "Contractor" means the individual or entity, that has entered into this contract with the Commonwealth.
  - 4) "Contractor Related Parties" means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - 5) "Financial Interest" means either:
    - a) Ownership of more than a five percent interest in any business; or
    - b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - 6) "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 <u>Governor's Code of Conduct, Executive Order 1980-18</u>, the 4 Pa. Code §7.153(b), shall apply.
  - 7) "Non-bid Basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

- **b.** In furtherance of this policy, Contractor agrees to the following:
  - 1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - 2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
  - 3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or 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 of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
  - 4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
  - 5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
    - a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
    - b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
    - c) had any business license or professional license suspended or revoked;
    - d) 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

e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- 6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- 7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor 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 such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- 8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 9) Contractor shall 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 Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall 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 Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall 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.

## 2. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined 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 of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations,

or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to 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 or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be 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. The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <a href="http://www.emarketplace.state.pa.us">http://www.emarketplace.state.pa.us</a> and clicking the Debarment List tab.

## 3. PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant the Commonwealth of Pennsylvania (Commonwealth).

During the term of this contract, the Contractor agrees as follows:

- a. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "*General Prohibitions Against Discrimination*," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

#### 4. COMMONWEALTH HELD HARMLESS CLAUSE

a. The Contractor/Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor/Grantee and its employees and agents under this Contract/Grant Agreement, provided the Commonwealth gives Contractor/Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor/Grantee, the Commonwealth will cooperate with all reasonable requests of Contractor/Grantee made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor/Grantee to control the defense and any related settlement negotiations.

#### 5. RIGHT TO KNOW LAW

For the purpose of these Right to Know Law provisions, the term Contractor is defined to include GRANTEE, SUBGRANTEE and/or LESSOR and the term Contract is defined to include GRANT AGREEMENT and/or LEASE AGREEMENT.

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

- d. If the Contractor considers the Requested Information to include a request for 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 Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with 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 if the fee schedule is inapplicable.
- h. The Contractor 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 Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive 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.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### 6. OFFSET PROVISION

The Contractor/Grantee agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor/Grantee or its subsidiaries to the Commonwealth against any payments/funds due the Contractor/Grantee under any contract or under any grant agreement with the Commonwealth.

#### 7. APPLICABLE LAW

This Contract/Grant Agreement shall be governed by and 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/Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor/Grantee agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

# 8. ENHANCED MINIMUM WAGE PROVISIONS (as applicable to Contractors and For-Profit Grantees)

- a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
- b. **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - 1. exempt from the minimum wage under the Minimum Wage Act of 1968;
  - 2. covered by a collective bargaining agreement;
  - 3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - 4. required to be paid a higher wage under any state or local policy or ordinance.
- d. Notice. Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

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e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

- f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

#### 9. AUTOMATED CLEARING HOUSE PAYMENTS

#### A. For Procurement Contracts and Purchase Orders

- 1) The Commonwealth will make contract payments through Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- 2) The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- 3) It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

#### **B.** For Grant Agreements

- 1) The Commonwealth will make payments to the recipient through ACH. Within 10 days of the grant award, the grantee must submit or must have already established its ACH information in the Commonwealth's Master Database. The grantee will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at: <a href="https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx">https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx</a>.
- 2) The recipient must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth's ACH remittance advice to enable the recipient to properly apply the state agency's payment to the respective invoice or program.

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3) It is the responsibility of the recipient to ensure that the ACH information contained in the Commonwealth's Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

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#### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

#### The Grantee agrees:

- 1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate 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.
- 2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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.
- 3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 the grant agreement, subgrant agreement, contract or subcontract.
- 4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall 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 such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- 6. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.

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7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or firsttier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor 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 their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- 8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- 9. The Grantee's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## DEPARTMENT OF ENVIRONMENTAL PROTECTION GENERAL CONDITIONS

- 1. <u>Legality</u> All work under this Agreement shall be performed in accordance with applicable statutes, rules, and regulations of the Federal, State, and local governments.
- 2. <u>Subcontracts</u> No contract or agreement may be entered into by the Contractor for execution of the project activities or provision of services to the project (other than purchases of supplies, or standard commercial or maintenance services) which is not incorporated in the approved Project Scope of Work or approved in advance by the Department. Any such arrangements shall provide that the Contractor will retain ultimate control and responsibility for the project, and that the subcontractor shall be bound by these conditions and any other requirements applicable to the Contractor in the conduct of the project.
- 3. <u>Changes</u> The parties to the Agreement hereby agree to execute minor adjustments to this Agreement via a letter of mutual consent. Any significant adjustments to this Agreement shall, however, require a formally executed amendment. Significant adjustments shall include:
  - A. Changes to the scope of work involving the addition of specific work tasks.
  - B. Changes in payment terms. However, reallocation of contract budget category dollar amounts to and from other budget categories shall be considered minor adjustments, as long as the maximum contract dollar amount payable by Department to Contractor is not exceeded.
  - C. Increase in the maximum grant dollar amount to be paid by the Department to the Contractor.
- 4. <u>Suspension</u> When the terms and conditions of this Agreement are not materially being met, the Department may, upon written notice to the Contractor, suspend the Agreement until corrective action has been taken to the satisfaction of the Department, or until the Agreement is terminated.
- 5. <u>Assignment</u> Contractor and the Commonwealth recognize that in actual economic practice, overcharges by Contractor's suppliers resulting from violations of State or Federal antitrust laws are, in fact, borne by the Commonwealth. As part of the consideration for the award of this Agreement, and intending to be legally bound hereby, Contractor assigns to the Commonwealth all right, title, and interest in and to any claims Contractor now has or may hereafter acquire under State or Federal antitrust laws relating to the goods or services which are the subject of this Agreement.
- 6. <u>Termination</u> The Department may terminate the Agreement in whole, or in part, at any time before the Project completion date:

A. Whenever it is determined that the terms and conditions of the Agreement have not been met. Prompt notification in writing of the termination, with effective date, will be made by the Department. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

- B. In the event that anticipated State and/or Federal funds are not obtained or continued at a sufficient level.
- C. At the discretion of the Department upon written notification to the Contractor with effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.
- 7. <u>Extension of Time</u> Extensions of the Agreement period of performance for additional periods beyond its established Project completion date are minor adjustments which may be accomplished by a letter of mutual consent, subject to the approval of the Department Comptroller.

#### 8. Conflict of Interest –

- A. <u>Interest of members of the Commonwealth and others</u> No officer, member, or employee of the Commonwealth, and no member of its General Assembly who exercises any function or responsibilities under this. Agreement, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested; nor shall any such officer, member, or employee of the Commonwealth, and no member of its governing body, have any interest, direct or indirect, in this Agreement or the proceeds thereof.
- B. <u>Interest of Contractor</u> The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its work hereunder. The Contractor further covenants that in the performance of this Agreement, it shall not knowingly employ any person having such interest. Contractor further certifies that no member of the board of directors of the Contractor or any of its officers have such adverse interest.
- 9. <u>Hold Harmless</u> Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expenses, claims, demands, suits, and actions by any party against the Commonwealth in connection with the work performed by Contractor.
- 10. <u>Payments</u> Payment will be made to the Contractor as stipulated in the Agreement or Attachment E, as applicable. In the event Contractor has a current environmental violation, payment may be withheld from Contractor until the environmental violation is resolved to the satisfaction of the Department.

11. <u>Interest Payments</u> – For purposes of the interest payments required under Act 266 of 1982, if additional work is directed by the Department which is not included herein, and no Agreement amendment has been executed by the parties for said work, or if the term of this Agreement has expired, payment will not be due hereunder until after the Agreement amendment for additional work or time extension has been fully executed by all of the parties.

- 12. <u>Disputes</u> All questions or disputes arising between the parties hereto respecting any matter pertaining to this Agreement, or any part thereof, or any breach of said Agreement arising thereunder, shall be referred to the Board of Claims of the Commonwealth of Pennsylvania (as set forth in the Act of May 20, 1937 (P.L. 728, No.193), as amended, 72 P.S. §4651-1 <u>et seq.</u>), or otherwise resolved in accordance with applicable law.
- Fiscal Records Contractor agrees to maintain books, records, documents, correspondence, and other evidence pertaining to the costs and expenses of this Agreement (hereinafter collectively referred to as "the records"), to the extent and in such detail as will properly reflect all costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of this Agreement, and in accordance with generally accepted accounting principles and the Department's fiscal regulations and guidelines.
- 14. <u>Retention of Records</u> The records shall be retained and be made available for audit for a period of three (3) years after final payment is made and the Agreement has expired, and all other pending matters are resolved.
- 15. <u>Right to Audit</u> The Department and the Office of Auditor General, or any of their duly authorized representatives, shall have access to the records of the Contractor for the purpose of making an audit of financial transactions, compliance with Agreement terms, and an evaluation of Agreement performance. It is further understood that the Department is authorized to make examination, excerpts, copies, and transcriptions of such records during the course of an audit.
- 16. <u>Copyright and Patent Indemnity</u> The Contractor shall indemnify and hold the Commonwealth harmless from and against any damages or suit or proceeding brought against the Commonwealth on account of any alleged infringement of any copyright or patent arising out of the performance of this. Agreement, including all work, services, materials, reports, supplies, and computer programs provided by the Contractor.
- 17. <u>Copyright and Publication Rights</u> All publication rights and copyrights, in the documentation produced by the Contractor in connection with the work provided for under this Agreement, shall rest with the Commonwealth. The Contractor shall not publish any of the results of the work without the written permission of the Department.
- 18. <u>Sensitive Information</u> The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies including the Department, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment.

Furthermore, personal data, including names and addresses obtained in conjunction with grant activities, shall not be used in any manner other than that contained in the scope of work. Such information shall not be sold or used to create solicitation lists of any kind, including donor solicitation lists.

19. <u>Indirect Costs</u> – Where indirect costs are part of the amount charged the Department, the method of determining those costs must be identified with sufficient documentation to support its use. Regardless of the method used to calculate indirect costs, the amount charged must not exceed actual costs incurred.

#### ATTACHMENT D – SCOPE OF WORK NARRATIVE

# Borough of Perkasie Municipal Recycling Program Grants Approach to Services

#### A PROJECT DEVELOPMENT

NONE

#### B. **PUBLIC EDUCATION**

**NONE** 

#### C. COLLECTION EQUIPMENT

Under this category, the Borough will a purchase a leaf vacuum. The trade-in value of any DEP purchased equipment will deducted from the approved total cost. Collected yard waste shall be processed at a facility operating in compliance with Department guidelines and regulations. Grant funds will not be released under this or any other category of this agreement if the Borough fails to comply with the provisions of Act 101.

#### D. **PROCESSING EQUIPMENT**

Under this category, the Borough will purchase a tow-behind chipper. The trade in value of any DEP purchased equipment will deducted from the approved total cost. In addition, overages on the purchase of a JV/Cram-a-Lot Model HX 72, and a grapple attachment made under Grant SAP# 4100090543 will be reimbursed. Collected yard waste shall be processed at a facility operating in compliance with Department guidelines and regulations.

#### E. **BUILDING COSTS**

Under this category, the Borough will purchase rolling work platform. In addition, overages on the purchase of a Clearspan structure made under Grant SAP# 4100090543 will be reimbursed.

#### F. LAND ASSOCIATED COSTS

Under this category the Borough will submit for the overages for work done under Grant SAP# 4100090543 for work done on the Borough's recycling site and concrete block work.

#### G. **OTHER**

**NONE** 

#### ATTACHMENT D – FISCAL SUMMARY BUDGET

#### **Borough of Perkasie Project Cost and Budget Data**

The Grantee will complete the tasks as set forth in "Attachment D - Scope of Work Narrative" of this Agreement. Grant funds will be utilized to enhance the Borough's drop- off center and yard waste collection program.

	BUDGET ITEM	TOTAL APPROVED COSTS	DEP SHARE	APPLICANT MATCH
A.	Project Development	\$0.00	\$0.00	\$0.00
B.	Public Education	\$0.00	\$0.00	\$0.00
C.	Collection Equipment	\$139,953.00	\$125,958.00	\$13,995.00
D.	Processing Equipment	\$105,769.00	\$95,192.00	\$10,577.00
E.	Building Costs	\$10,972.00	\$9,875.00	\$1,097.00
F.	Land Associated Cost	\$105,028.00	\$94,525.00	\$10,503.00
G.	Other	\$0.00	\$0.00	
Total Approved Cost		\$361,722.00	\$325,550.00	\$36,172.00

#### MUNICIPAL RECYCLING PROGRAM 902 GRANT DEPARTMENT OF ENVIRONMENTAL PROTECTION SPECIAL CONDITIONS

- 1. The Grantee shall immediately notify the Department, in writing, of any unusual development or circumstances which could significantly change or otherwise delay the work outlined in the Scope of Work.
- 2. Regarding compliance with Paragraph 3.B. of Attachment C of the Grant Agreement, "DEP General Conditions" with respect to reallocation of contract budget categories, while a detailed project budget is not incorporated into this Agreement, Grantee shall advise and receive approval from their Project Specialist of any deviation from the Project Cost/Budget Data that is part of the project file.
- 3. The Department shall reimburse the Grantee for 90% of the approved cost associated with the completion of the Scope of Work (Section D) incurred between August 28, 1988, and the termination date of this Agreement.
- 4. Grantee shall maintain accurate fiscal and accounting reports and records including documentation of matching costs charged, expenditures incurred, and Department funds received in the completion of the contract work and shall permit the Department to audit, inspect and review all such reports and records. Records must include, but not necessarily be limited to, the following:
  - a. Purchased material or services document
  - b. Matching costs (documented for source and charges)
- 5. Grantee hereby agrees to provide a 10% share of match of the grant award for this project in the form of cash expenditures and or otherwise noted in Scope of Work Narrative/Fiscal Summary Budget in Attachment D. Match shall be accumulated on an ongoing basis during the term of this Agreement. The records shall be retained and made available for audit for a period of three (3) years after the final payment is made and the Agreement has expired, and all other pending matters are resolved.
- 6. Grantee agrees to comply with Office of Management and Budget Circular (OMB) A-102 entitled: Uniform Administrative Requirements for Grants-In-Aid to States and Local Governments.
- 7. Disbursement requests shall be submitted electronically on forms provided by the Department. Payment for disbursement requests shall be based on evidence of having completed, significantly, the Scope of Work, evidence of expenditures incurred, and expenditure of required match share. All costs must be incurred in accordance with Fiscal Summary Budget. Any deviation from this must be approved by the Department. All disbursement requests must be submitted to the Department within two months after the Project Completion Date.

- 8. Each disbursement request shall be accompanied by a Progress Report summarizing the work completed to date on each task in Item D Scope of Work. At a minimum, however, such Progress Reports, whether or not accompanied by a disbursement request, shall be submitted via email on a semi-annual basis commencing six (6) months after the execution date of this Agreement. One (1) copy of the final Project Report shall be submitted by email to the Department's Central Office and once (1) copy by email to the Regional Office within two (2) months after the project completion date.
- 9. All reimbursable work under this Agreement shall be completed not later than two (2) years after the date funds were encumbered by the Department for this Agreement. The "Date of Encumbrance" is indicated on the signature page of this Agreement. The Department, however, shall monitor this Agreement and shall have the authority to terminate its existence prior to the termination date when, in its sole discretion, it finds:
  - a. The Grantee has breached any of the terms or conditions of this Agreement, and/or
  - b. The Scope of Work is not being completed in a timely fashion, as shown in the Project Cost/Budget Data section of this Agreement.
  - c. At the discretion of the Department upon written notification to the Grantee with the effective termination date. Payments or recoveries by the Department shall be in accordance with the legal rights and obligations of the parties.

In taking steps to terminate this Agreement, under subsections a. or b. above, the Department shall provide the Grantee with a written notice outlining its reasons for such intended action and providing the Grantee with a minimum of ten (10) working days during which time the Grantee may provide comment to the Department's notification. Should the Grantee fail to submit justification, Agreement termination shall take effect at the end of the ten (10) working day comment period specified in the notification letter. If the Department finds justification submitted by the Grantee to be unacceptable, termination shall be in writing and the Department shall provide reasons for nonacceptance.

- 10. Changes to this Agreement may be made at the request of either party, with the concurrence of the other. Changes shall require a formally executed amendment with the exceptions listed below. All requests for formal amendments must be received by the Department no later than three (3) months prior to the termination date set forth in Section 3. Period of Performance. The following types of minor changes may be made by a letter of mutual consent between the Department and the Grantee:
  - a. Changes to the task descriptions contained within the Scope of Work, provided such changes do not add new tasks to the Scope of Work.
  - b. Changes to increase/decrease costs associated with the completion of any given task provided such increases/decreases do not increase the maximum reimbursement dollar amount set forth in the grant agreement.
  - c. A single time extension of three months.

- d. Requests for such minor changes must be received by the Department by no later than one (1) month before the termination date set forth in Section 3 Period of Performance.
- The Grantee shall provide the Department with an independent performance audit of financial transactions and compliance with contract terms pertaining to work performed under this Agreement. The audit shall be completed in accordance with the Standards of Audit of Government Organization, Programs, Activities, and Functions issued by the Comptroller General of the United States as it relates to financial and compliance audits. The auditor shall have access to the records of the Grantee and consultant or subcontractors for purposes of performing the audit. The audit report original and one copy shall be submitted electronically by the Grantee to the Department's Bureau of Waste Management ra-eprecyclepa@pa.gov within six (6) months after all reimbursable work under this Agreement has been completed. Failure of the Grantee to complete this audit in accordance with the requirements herein stated, and to submit this audit by the indicated deadline shall, at a minimum, entitle the Department, in its sole discretion, to disqualify the Grantee from consideration for any future grant offerings from the Department's Bureau of Waste Management and shall further constitute grounds for Department termination of any such grant agreements that may be in effect on the date of such deadline. No funds under this Agreement shall be utilized in the fulfillment of this audit requirement. The Commonwealth will accept an audit made in accordance with the Single Audit Act Amendments of 1996 and the U.S. Office of Management and Budget Circular A-133 in lieu of any other Federal or State requirement for conduction and audit of Federal financial assistance programs. However, the Commonwealth reserves the right for the Department or their authorized representative to perform additional audit work, if deemed necessary.
- Anything in this Agreement to the contrary notwithstanding, the Department shall not be obligated to make payments to the Grantee if funds have not been deposited into the Recycling Fund for the purpose of making grants to municipalities in support of municipal recycling programs.
- 13. The Grantee shall use no funds available under this Agreement to pay anyone on the payroll of the Department unless such payments are specifically and previously approved by the Executive Board of the Commonwealth. The Grantee shall also refund to the Department any funds received from the Department which exceed a total of ninety percent (90%) of the approved costs incurred by the Grantee to fulfill its obligations hereunder.
- Funds encumbered under this agreement shall lapse automatically to the Recycling Fund if funds are not expended on a timely basis as herein agreed upon. An extension of the Agreement termination date set forth in Section 3 Period of Performance above through implementation of a letter of mutual consent may be agreed upon by the Department, not to exceed three (3) months.
- 15. Upon request of the Department, the Grantee shall provide the Department's Regional and Central Offices with one copy each of all subcontracts proposed to be executed with any

consultant/subcontracts for the completion of any portion of the Attachment D Scope of Work. The Department shall also be afforded an opportunity to discuss the Grantee's intentions regarding the selection of any such consultant/subcontractor that will entail the expenditure of 50% or more of the grant funds provided under this agreement. All subcontracts must contain a provision requiring the consultants/subcontractors to adhere to any and all provisions applicable to the Grantee in the performance of work under this Agreement. In all events, the Grantee shall be responsible for the quality of the performance of all such subcontracted work.

- 16. The Grantee agrees to appoint a Project Officer who, on its behalf, shall constitute its primary contact with the Department during the completion of the Scope of Work. The Department shall be so notified in writing within ten (10) working days of the Grantee's receipt of this Agreement. Such Project Officer shall constitute the primary Department contact during the term of this Agreement.
- 17. The terms and conditions of the Grantee's grant application are incorporated by reference, as if fully stated herein; provided, however, that the provisions of this Agreement shall supersede any conflicting provisions of the Grant Application.
- 18. Equipment and property purchased with grant funds under this agreement and with a purchase price of \$1,000 or greater shall be clearly identified by the Grantee, through a sign or lettering permanently affixed to the equipment or property, as being funded by a Pennsylvania Department of Environmental Protection Act 101 Section 902 Recycling Grant. Reports resulting from this Agreement must identify on the cover the fact that they have been partially funded by an Act 101 DEP Municipal Waste Recycling Program Grant.
- 19. Equipment purchased for the recycling program must be used exclusively for this purpose during the term of its useful life. "Useful life" shall mean the period of time a particular item is able to function as intended, with the aid of proper maintenance and repairs. Grantee must retain sole ownership of such equipment unless otherwise approved in writing by the Department.
- 20. The Department may withhold ten percent (10%) of the grant award until all conditions of the Agreement have been completed and verified.
- 21. Contract Documents: The following documents are attached hereto, incorporated herein and made part of this Agreement:

Attachment A: Provisions for Commonwealth Contracts.

Attachment B: Nondiscrimination/Sexual Harassment Clause.

Attachment C: DEP General Conditions.

Attachment D: Scope of Work Narrative & Fiscal Summary Budget.

Attachment E – Special Conditions.

- For the purposed of these attachments, the terms "Grantee" and "Contractor" are synonymous.
- 22. Grantee shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from and against damages to property or injuries (including death) to any persons and other losses, damages, expensed, claims, demands, suits, and actions by any party against the Commonwealth in connections with the work performed by Contractor.
- 23. The Department of Environmental Protection values working with partners who share our view that diversity and equity are integral to success in restoring and protecting the environment for all Pennsylvanians. As we work to demonstrably improve the inclusivity of our programs and processes, we also encourage our partners to pursue increased inclusivity in their operations. In this way, Pennsylvania's natural resources are best protected as "the common property of all the people," as identified in our state constitution.





#### **BOROUGH OF PERKASIE**

Date: June 2, 2023

Subject: Annual Quakertown Rotary Charity Golf Outing Sponsors

Dear Friends of Rotary,

On Monday, October 2, 2023 the Quakertown Rotary Club will be holding its 40<sup>th</sup> Annual Rotary Charity Golf Outing to help benefit worthy charities. Last year we were able to raise over \$12,000.00, which was donated to the Out Reach Care, the Quakertown Children's Developmental Program (CDP), the Quakertown Food Pantry, Quakertown Alive, Rotary Shelter Box Program, Polio Plus, and some other local and international charities.

Our success is in large part due to the generosity of our sponsors. We are hoping you can help us out this year and become one of our dedicated sponsors.

All sponsors are publicly recognized at the event. Checks can be made payable to Quakertown Rotary Club Foundation which is a 501(c)3 which is tax deductible. Checks may also be made payable to Quakertown Rotary Club and mailed to George Chambers Jr. at Quakertown Rotary Club, c/o George Chambers, 1102 Pheasant Run, Quakertown, PA 18951.

By sponsoring this event you are helping those who need you the most in the Quakertown community and across the world.

Please call 267-772-0782 or email george.chambers@alterahealth.com with any questions that you may have.

The Quakertown Rotary Club Foundation is a 501(c)3 organization Tax ID# 81 - 5249527

I look forward to hearing from you. The cost of golfing is not a valid write off portion of your contribution. Each golfer cost = \$120.00.

Very truly yours,

Bob Podraza

Chairman, Rotary Golf Committee

LEVEL SPONSORSHIP	CONTRIBUTION MINIMUM	SPONSORSHIP RECOGNITION
ACE	\$1,200.00	Golf Foursome
		Hole Sponsor Sign
		Banner
		Special Recognition at Dinner
EAGLE	\$500.00	Golf Twosome
		Hole Sponsor
		Banner
		Recognition by Rotary at Tournament
Birdie	\$250.00	Golf for One
		Hole Sponsor
		Mention on Sponsor Handout at Tournament
PAR	\$150.00	Hole Sponsor
		Mention on Sponsor Handout at Tournament
PATRON	Gift cards, golf passes,	Mention on Sponsor Handout at Tournament
	discount coupons, etc.	

#### 2023 QUAKERTOWN ROTARY 40th CHARITY GOLF OUTING

	ACE (\$1,200.00)	
(Company)	EAGLE (\$500.00)	
(A.I.I., a.a.)	BIRDIE (\$250.00)	
(Address)	PAR (\$150.00)	
	Patron (Other)	
	TOTAL	
(Phone Number)		
(Email Address)		

The Quakertown Rotary Club Foundation is a 501(c)3 organization Tax ID # 81 - 5249527

Thank you for your generous contribution to this Quakertown Rotary Event. Please make your check payable to Quakertown Rotary Club Foundation and mail the check and this form to Quakertown Rotary Club, c/o George Chambers Jr., 1102 Pheasant Run, Quakertown, PA 18951.



### **BOROUGH OF PERKASIE**

#### INTER-OFFICE MEMORANDUM

DATE: August 4<sup>th</sup>, 2023

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: PA Department Economic & Community Development, Planning Grant

Perkasie has a longstanding focus on Economic Development. Business owners, non-profit and civic organizations, residents and Borough Council and staff have a demonstrated track record of working together to deliver the strategic goals set out in the Borough's Comprehensive Plans and other economic studies.

Perkasie's Economic Development Vision and Strategy were a key part of the Borough's most recent Comprehensive Plan, which was published in 2014. The Plan provided a clear direction for strategic community and economic projects under the vision of PlayShopDineUnwind. Significant development has taken place in line with the recommendations in the Plan, spurring business development, creating new homes and jobs, stimulating the housing market, drawing investors, rehabilitating and repurposing empty buildings, increasing community engagement and promoting civic pride.

A Comprehensive Plan would typically be reviewed every ten years or so and, given the progress the Borough has made, and the changes that Perkasie has seen since 2014, it is time to reevaluate the Economic Development section of the Plan.

The Department of Community and Economic Development (DCED) offers a Planning Grant of \$25,000 with a dollar-to-dollar match, to address a particular need in a community. Planning Grant applications are accepted through August 31.

The Planning Grant may be used to explore Main Street designation under the Keystone Communities Program. The Main Street program focuses on the revitalization of older and historic commercial districts. While achieving and maintaining Main Street designation is complex, the DCED Planning Grant would allow us to contract with a 3rd party consultant, and use the Main Street planning model to create some key deliverables, effectively forming an updated 5-year Economic Development strategy and plan for the key commercial area(s) in the Borough.

Key deliverables that we would create with the support of the Planning Grant:

- A Market Assessment Report, which would detail the business inventory, the property/building inventory, and the socio- economic psychographic profile of the community.
- An Image Development Report, which would articulate how the community defines and feels about Perkasie's "sense of place".
- Documentation summarizing the community's interest and commitment to historic preservation
- A Five-Year Strategy that emphasizes opportunities for business growth, downtown and/or neighborhood revitalization and includes:
  - the goals, objectives, and outcomes of the revitalization effort,
  - identification of how implementation complements the community and/or region's overall development strategy,
  - specific outline of activities anticipated to be accomplished during the first year of
  - implementation and planned activities through year five,
  - a direct correlation between the plan and the Image Development and Market Assessment Reports
  - the effective ways in which the local government and nonprofit partners intend to assist in the implementation of the strategy.
- An Organizational Sustainability Plan which will identify the organizational structure and funding source(s) required to implement the plan. The plan will recommend the mix of existing and any potential new resources and roles needed to provide daily oversight and administration of the project.

#### Recommendations:

- 1. Economic Development Committee members reach out to significant community stakeholders including the Perkasie Town Improvement Association, the Perkasie Historical Society, the Upper Bucks Chamber of Commerce, and the Perkasie and Bucks County Planning Commissions, to share the idea of updating the Borough's Economic Development Strategy and Plan, and to gather feedback and statements of support.
- 2. Perkasie Borough submits an application for a DCED Planning Grant by the deadline of August 31st and makes the commitment to up to \$25,000 in matching funds.

#### PERKASIE BOROUGH RESOLUTION NO. 2023-36

Be it RESOLVED, that the Borough of Perkasie of Bucks County hereby requests a Planning Grant of \$25,000 from the Department of Community & Economic Development, under the Keystone Communities Program, to be used for planning toward Main Street designation; and

Be it FURTHER RESOLVED, that the Applicant does hereby designate James Ryder,
Council President and Andrea L. Coaxum, Borough Manager as the officials to execute all
documents and agreements between the Borough of Perkasie and the Department of Community
& Economic Development to facilitate and assist in obtaining the requested grant; and

WHEREAS, Andrea L. Coaxum, duly qualified Secretary of the Borough of Perkasie, Bucks County, Perkasie, PA, hereby certifies that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Borough Council at a regular meeting held August 7, 2023 and said Resolution has been recorded in the Minutes of the Borough Council and remains in effect as of this date.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the  $7^{th}$  day of August, 2023.

	BOROUGH OF PERKASIE:
ATTEST:	By: James Ryder, Council President
By:Andrea L. Coaxum, Secretary	

#### **Perkasie Town Improvement Association**



514 W. Walnut St. Perkasie, PA 18944

August 1, 2023

Dear Perkasie Borough Council,

We are writing to share our decision to apply for the upcoming round of the Facade Grant offered by the Department of Community and Economic Development (DCED) through the Keystone Communities Program. The Perkasie Town Improvement Association's goal in this opportunity is to help enhance our community's aesthetic appeal and economic prospects. With this in mind, we kindly request your continued support in our endeavor to secure this grant. Your support will play a crucial role in helping us achieve our shared vision of a thriving and vibrant Perkasie.

As with the previous round of funding, we aim to help local businesses improve their facade which will help to enhance the economic vitality of Perkasie's local shopping and restaurant districts. Through facade improvements, we aspire to elevate property values, boost marketability, attract new businesses and residents, and create an inviting atmosphere for out-of-town visitors, complementing our ongoing efforts of hosting engaging events in town. Our ultimate goal is to create a thriving community that benefits both residents and visitors alike.

We are excited to share that this potential approval would mark our third successful funded Facade Grant. We are confident in our ability to execute it effectively once again. Over the years, our organization has been deeply committed to supporting and contributing to the growth of the borough. Through various initiatives and projects, we have actively played a role in fostering a thriving community. In return, we are grateful to have received generous support from the borough for our own endeavors.

Thank you for your continued support,

PTIA Facade Grant Committee
Kelly Laustsen and Kara Guerra

#### **Admin**

From: Andrea Coaxum

Sent: Thursday, August 3, 2023 2:59 PM

To: Admin

**Subject:** FW: Bucks Firefighter Credit

From: Becki Marencik <a href="mailto:bmarencik@warwickbucks.gov">bmarencik@warwickbucks.gov</a>

Sent: Tuesday, July 18, 2023 12:08 PM

Subject: Bucks Firefighter Credit

#### Good Morning,

Just checking in to see if you are interested in supporting and signing the attached letter before we send it to the Bucks County Commissioners. As of now Warwick, Plumstead, Wrightstown, Perkasie, with Doylestown and Warrington Townships approaching their Boards this month. All that we are requesting is a signature in support of asking Bucks County to assist with the shortage of volunteer firefighters in the county. Whether it is successful or not, there would be no additional cost to the individual municipalities.

Warwick Township is interested in requesting Bucks County and Central Bucks School District to offer the Act 91 real estate tax credit to residents who are volunteer firefighters. This was approved by the Neshaminy School District recently and Cumberland, Dauphin, and York counties already offer some type of rebate so we would like to approach them.

We are looking for your support and signatures on the attached letters, as they apply to you since only a handful of you are part of the CBSD area. If you have any questions or concerns, please feel free to contact me at <a href="mailto:bmarencik@warwickbucks.gov">bmarencik@warwickbucks.gov</a> or I am available by phone.

Yours sincerely,

Becki J. Marencik, MPA

Assistant Township Manager Warwick Township 1733 Township Greene Jamison, PA 18929 215-343-6100



### **BOROUGH OF PERKASIE**

Phone: (215) 257-5065

(215) 257-6875

Fax:

620 West Chestnut Street PO Box 96 Perkasie, PA 18944-0096

August 8, 2023

Bucks County Board of Commissioners Bucks County Administration Building 55 East Court Street Doylestown, PA 18901

RE: Act 91 Fire Property Tax Rebate Program

Dear Members of the Bucks County Board of Commissioners:

The purpose of this letter is to address a pressing concern regarding the decreasing number of active volunteer firefighters in Bucks County and to propose a potential solution to this issue. As municipal managers of Bucks County, we would like to request that the County consider offering the Act 91 Fire Property Tax Rebate to volunteer firefighters.

One of the key issues identified in the SR-6 report is the decline in the number of active firefighters in many communities across the state. This decline is a serious concern, as it can impact the ability of communities to respond to emergencies and protect residents.

Act 172 of 2016 allowed municipalities to grant a real estate tax credit of up to 20% to volunteers serving in fire companies and nonprofit emergency medical services agencies. To date, many municipalities offer a cash incentive to volunteer firefighters including Warwick, Buckingham, and Warrington Townships that amounts to more than the local portion of real estate tax. Building upon this Act, Act 91 of 2020 expanded the real estate tax credit to 100% and extended its coverage to include school districts and counties.

The Act 91 Fire Property Tax Rebate program offers valuable financial assistance to volunteer homeowners who selflessly dedicate their time to serve their community during emergencies and training exercises. By implementing this program, Bucks County would not only show support for these committed individuals but also help ensure that our communities have the necessary resources to effectively respond to emergencies.

We earnestly urge you to give serious consideration to offering the Act 91 Fire Property Tax Rebate to volunteer firefighters in Bucks County. Taking this positive step would be instrumental in addressing the ongoing decline in active volunteers and in ensuring the safety and protection of our communities.

Act 91 Fire Property Tax Rebate Program August 8, 2023 Page 2

Thank you for your kind attention to this important matter. I eagerly await your response and the potential for a favorable outcome. We would like to request a meeting to further discuss this proposal and explore potential avenues for its implementation. Together, we can make a significant difference in our community's safety and well-being.

Sincerely yours,

James Ryder Council President

cc: Margaret A. McKevitt, Chief Operating Officer

#### PERKASIE BOROUGH RESOLUTION NO. 2023-37

# A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE PERKASIE BOROUGH POLICE DEPARTMENT AND THE PENNRIDGE SCHOOL DISTRICT AND AUTHORIZING THE CHIEF OF POLICE TO SIGN SAID MEMORANDUM OF UNDERSTANDING ON BEHALF OF THE BOROUGH

WHEREAS, the Commonwealth of Pennsylvania adopted the Safe Schools Act which said Act is set forth in the Pennsylvania School Code; and

WHEREAS, the Safe Schools Act requires that school districts and local police agencies enter into agreements for the purpose of establishing a protocol for the notification of the police department by school officials when an offense is committed on school property, or during a school function, or during travel to and from school for certain offenses, as well as establishing a protocol for other offenses where notification is not required; and

WHEREAS, the Safe School Act also requires that police agencies and school districts establish a protocol for emergency and non-emergency response by the police department; and

WHEREAS, the Safe School Act also requires the establishment of procedures and protocols for the response and handling of students with disabilities; and

WHEREAS, the Borough Council of the Borough of Perkasie recognizes the importance of establishing the appropriate protocols between the Pennridge School District and Perkasie Borough Police Department.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie that the Memorandum of Understanding between Pennridge School District and the Perkasie Borough Police Department is hereby approved; and

IT IS FURTHER RESOLVED that the Borough Police Chief is authorized to sign the Memorandum of Understanding.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the  $7^{th}$  day of August, 2023.

	BOROUGH OF PERKASIE:
ATTEST:	By:
By: Andrea L. Coaxum. Secretary	



### **BOROUGH of SELLERSVILLE**

**INCORPORATED DECEMBER 7, 1874** 

140 East Church Street



LOCATED ON THE LIBERTY BELL TRAIL

Phone (215) 257-5075

Fax (215) 257-6163

Sellersville, PA 18960

Website: http://www.sellersvilleboro.org

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

BOROUGH COUNCIL

PRESIDENT Lois A. Dodson

VICE PRESIDENT Alexander M. Potoczny, Jr., CBO

> CHAIRMAN Pro Tem James G. Hull

Donald E Crouthamel Kathleen J. Hallman Marie G. Howells Lynne A Saylor

July 17, 2023

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



**BOROUGH OF PERKASIE** 

Re:

Request for Fire Police Services

Dear Ms. Coaxum:

This letter is being sent to your Municipality to request the assistance of any available Fire Police personnel for traffic control duties for the Sellersville Gallery of the Arts which is scheduled for Sunday, September 17, 2023 from 7:00 a.m. to 7:00 p.m.

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

Thank you for your cooperation with this event.

Respectfully,

Eileen M. Bradley Borough Manager

EMB/bld

cc:

Bill Spaeth

# Perkasie's 70s and 80s summer concert draws a crowd

By <u>JOHN WORTHINGTON</u> | <u>jworthington@montgomerynews.com</u> | PUBLISHED: August 3, 2023 at 4:17 p.m. | UPDATED: August 3, 2023 at 4:19 p.m.

PERKASIE — Perkasie's 70s and 80s summer concert drew a sizable crowd Wednesday evening, Aug. 2.

Hundreds of community members came out to Lenape Park to see the local band Wonderland perform hits from the 1970s and 80s, including "867-5309/Jenny," "Funky Town" and "Whip It."

Concertgoers also enjoyed refreshments from local businesses, including water ice from the Abundance Water Ice Shoppe and hoagies and tomato pies from the Arch Street Deli.

Additionally, Pennridge FISH held its first "Pantry in the Park" food drive, collecting non-perishable and back-to-school lunch items such as peanut butter, jelly and granola bars.

Perkasie's summer concerts are held on Wednesday nights from 7 to 9 p.m. at Lenape Park.

# Perkasie National Night Out promotes policecommunity bonds

By JOHN WORTHINGTON | jworthington@montgomerynews.com | PUBLISHED: August 2, 2023 at 5:41 p.m. | UPDATED: August 2, 2023 at 5:42 p.m.

underway.

PERKASIE — Emergency vehicles, children's activities, refreshments and more were on offer in Perkasie Town Center Tuesday evening as the borough's National Night Out event got

The annual event promotes police-community partnerships and neighborhood camaraderie in order to enhance public safety and community well-being.

Police and fire officials were on hand to showcase their vehicles, recruit new members and strengthen community relations. A couple of officers served hot dogs to attendees. Other refreshments included pretzels from the Pretzel Factory, juice from Giant and ice cream from the Revivals Outreach Center.

Rounding out the event was an assortment of children's activities, including Connect 4, Jenga, bubble wands, coloring and crafts.

# Pennridge FISH to hold food drive during Perkasie's summer concert series

#### By MEDIA NEWS GROUP

PUBLISHED: July 25, 2023 at 9:54 a.m. | UPDATED: July 25, 2023 at 9:55 a.m.

PERKASIE — Pennridge FISH will hold a food drive during Perkasie's summer concert series.

Titled, "Pantry in the Park," the food drive will feature donation drop boxes for back-to-school lunch items and any non-perishable items. Requested food items include peanut butter, jelly, tuna fish, granola bars, canned fruit and goldfish crackers.

The event will take place on August 2 and 9 from 6 to 9 p.m. by the beach volleyball courts in Lenape Park.

Founded in 1972, Pennridge FISH is an all-volunteer food pantry that provides both food and clothing to those in need. Most items are donated by community members. For more information, visit pennridgefish.org or call 215-257-7616.

# Perkasie residents express support for skate park revitalization

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PERKASIE — Perkasie residents voiced their support for the revitalization of the Lenape Skate Park at Monday's Perkasie Borough Council meeting.

The 20-year-old park has fallen into disrepair in recent years, with the half-pipe ramp completely inoperable. Council has discussed a revitalization plan in recent meetings and potential funding sources for the project.

During public comment, residents argued that skate parks are beneficial to both users and the community.

A South 5th Street resident described skate parks as important sources of exercise, self-expression, pride and belonging, adding that they can provide kids with a healthy alternative to harmful activities. He requested that the borough commit to a more "involved renovation."

"If we go that route, I am of sound assurance that the park will become a wellspring of positive activity for our children and echo into the generations to come," he said.

A South 3rd Street resident characterized the current skate park "an eyesore" and called on both the borough and the community to raise the necessary funds for the revitalization project.

"The skate park fosters a healthy and more active community," she said. "Let's make this a priority."

Her son then spoke about the numerous benefits of skate parks, including personal growth, social engagement and economic development.

"The revitalization of the skate park is not just about repairing concrete and ramps; it's about revitalizing our community spirit and investing in our youth," he said. "We can transform this neglecting space into a vibrant center of activity."

Following public comment, Parks and Recreation Director Lauren Moll gave an update on the skate park revitalization plan. She said that the Parks and Recreation board recently met with American Ramp, a skate park construction company, to discuss different designs for the project, noting that the new park will likely host similar structures with concrete features. She added that the plan includes the replacement

of the half-pipe ramp in the short-term, which American Ramp estimated would cost approximately \$120,000.

Moll concluded by announcing that the Parks and Recreation Board will hold a meeting on August 15 at 7 p.m. to solicit community input on the revitalization plan.

Borough manager Andrea Coaxum pointed to the remaining \$300,000 in American Rescue Plan (ARP) funds as a potential funding source for the new half-pipe ramp. She encouraged the community to attend the upcoming Parks and Recreation board meeting, noting that community involvement will enhance the public's investment in the project and knowledge of some of the challenges, such as floodplain limitations.

"Hopefully the folks who are in attendance tonight will help spread the word and be able to attend that meeting, and then we can come back to you guys with a game plan," said Coaxum.

Council also approved a Movie in the Park night at Lenape Park this Friday, accepted a Perkasie Towne Improvement Association (PTIA) request to waive First Friday event fees and swore in a new police sergeant, Eric Richter.

The next Perkasie borough council meeting is on August 7 at 7 p.m. For more information, visit perkasieborough.org.