

PERKASIE BOROUGH COUNCIL

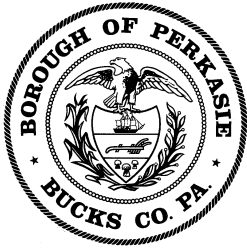
Agenda for Council Committee Meeting of February 3, 2025

1. Meeting Convenes at 7:00 PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Hearing – Conditional Use Application – WP Perkasio, LLC – North 5th Street & Blooming Glen Drive
5. Public Forum
6. President’s Remarks
7. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
 - A. Consider Road Program for 2025
 - B. Discuss Change in Bulky Waste Program
8. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
 - A. Perkasio Wholesale Power Cost Monthly Report
 - B. Installed Capacity Update
9. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Randy Faulkner, Dave Weaver, Dave Worthington
 - A. Consider Conditional Use Application - WP Perkasio, LLC
 - B. Consider Resolution #2025-13 – WP Perkasio, LLC Preliminary As Final Starbucks Land Development Plan
 - C. Update on Construction Progress – Constitution Square
10. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Robin Schilling
 - A. Consider Park Event Application – Perkiomen Watershed Conservancy Meltdown 5K
 - B. Consider Reservation Request & Rental Fee Waiver Request – Guth Elementary
11. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
 - A. Consider Hiring of Part-Time Permanent Public Works Employee
12. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Randy Faulkner, Jim Ryder, Robin Schilling
 - A. Consider Resolution #2025-6 – LSA Grant Contract for PD Cameras
 - B. Consider Resolution #2025-7 – LSA Grant Contract for Kulp Park Baseball Field
 - C. Consider Resolution #2025-8 – Interlocal Contract for Cooperative Purchasing
 - D. Consider Resolution #2025-9 – Annual Contracts for Police Department
 - E. Consider Resolution #2025-10 – K-9 Agreement of Sale
 - F. Consider Resolution #2025-11 – Update to Consolidated Fee Schedule for 2025
 - G. Consider Public Works Expenditure for Refuse Truck Repair
 - H. Consider Authorization to Sell Electric Department Vehicle
13. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Randy Faulkner, Steve Rose, Dave Weaver
14. Public Safety Committee Meeting, Councilors: Randy Faulkner (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
 - A. Consider Resolution #2025-12 – New Media Policy for Police Department

15. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Worthington
16. Youth Councilor Report
17. Other Business
18. Executive Session
19. Public Forum
20. Press Forum
21. Adjournment

Next Meeting: Monday, February 17, 2025 – 7:00 PM

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



BOROUGH OF PERKASIO

MEMORANDUM

DATE: January 8, 2025

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

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Road Plan for 2025

Recently, I met with the Borough Manager and Engineer concerning the upcoming Road Plan for 2025. After discussing possible roads for inclusion in this year's plan, we would like to present the following:

Our budget for 2025 is as follows:

Liquid Fuels Fund 2025	\$250,260.00
Dedicated Road Tax	\$289,732.00
Total Funds Available	\$539,992.00

This year, we would like to add another means of road repair in addition to milling and overlaying, which would be **Ultra-Thin Bonded Wearing Course**. This process includes crack sealing the road, and milling at driveways and handicap ramps enough to get the curb reveal needed. Then, a slurry of 3/8 stone chips and an asphalt product is placed on the road, similar to when paving is done. This process would add another 10 years of life to the road. The Borough used this process on Jefferson Drive and Rustic Lane, and it is holding up very well. This process also reduces the cost of the road restoration, and the handicap ramps do not have to be replaced because PennDOT considers this as road maintenance. This process is also Liquid Fuels eligible. The cost of this process is about \$10.00 a square yard, compared to the mill and overlay cost of about \$21.50 a square yard, so there is quite a cost savings.

Based on the Engineers Opinion of Probable Cost [EOPC], the following roads are being put forth for consideration by Council:

Ultra-Thin Bonded Wearing Course

- Neighbors Way – Entire Road – a condition of 3 with a road volume of a 1
Cost \$41,860
- Penny Lane – Entire Road – a condition of 3 with a road volume of a 2
Cost \$99,670
- Hunters Run – Entire Road – a condition of a 3 with a volume of a 3
Cost \$47,010

Ultra-Thin Bonding Course Cost **\$188,540.00**
(Mill and Overlay and Handicap Ramp Cost would be \$440,361.00)

Mill and Overlay

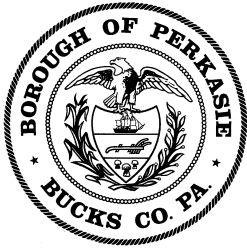
- N. 8th Street from 124 N. 8th to Race Street – Total Road Reconstruction – a condition of a 5 with a volume rating of a 4
Cost \$105,000
- Pine Street, Borough Police ADA Spaces and South 8th Street – a condition of a 3 with a volume rating of a 3
Cost \$107,000
- 2nd Street from Walnut to Market Street including Handicap Ramps and Inlet Top Repair – a condition of 3.5 and a volume rating of 4
Cost \$187,000*

*In order to mill and overlay this portion of 2nd Street, the Borough will be required to replace 16 handicap ramps at a cost of approximately \$3,500.00 per ramp (estimated total cost of \$56,000.00). The Borough anticipates completing the Kulp Park Baseball Improvements by September of 2025, which includes accessibility upgrades. Re-paving 2nd Street at the same time as this project should yield better pricing for the accessibility upgrades.

Mill and Overlay Cost **\$399,000.00**

Total Projected Cost for All Roads \$587,540.00

At this time, we are recommending that Council approve the 2025 Road Plan as presented and approve the releasing of the bid documents as to ensure best pricing for the project.



BOROUGH OF PERKASIO

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: Bulk Waste – moving from weekly to monthly collection schedule

This memo describes some of the actions staff are taking to effect the proposed change to the curbside collection schedule for Bulky Waste. Changing the collection schedule from weekly to monthly is part of a broader effort to manage waste costs, streamline collection processes, clarify service provision for residents and to bring the Borough's pricing and service levels into line with industry standards.

Should Council concur with these recommendations, staff will seek to implement the schedule change for curbside collection beginning the first full week of April, so week commencing April 7th.

Appended to this memo are a number of documents:

- Proposed amendments to Chapter 96 of the Borough's Ordinance regarding Garbage, Rubbish and Refuse. Amendments include changes to the definitions of BULKY WASTE and NON-COLLECTIBLE waste and some other minor changes that staff recommend to clarify sections of the existing ordinance.
- Proposed edits to the "Rules & Regulations for Trash & Recycling" which is updated and published annually.
- A draft press release announcing the change in collection schedule, for immediate release
- Details of the edits to the Trash & Recycling pages on the Borough's website.
- Graphics for publication on the Borough's website and social media pages which clarify which Bulky Waste items require pre-scheduling and pre-payment (Appliances & Metals), and Non-collectible items for residents.

We also intend to send out a direct mail postcard to all properties in the Borough, and use physical signage around the Borough to alert residents to the change. A copy of the summary communication plan is also attached to this memo.

In addition, the Borough's website has already been updated to include a page called "Alternative Disposal Resources" for residents who are seeking different ways to dispose of bulky items, or to save money and reduce their impact on the waste stream by diverting usable or recyclable items from the waste stream.

BOROUGH OF PERKASIE

Collection & Disposal of Refuse for the Year 2025 – **UPDATED FEBRUARY 2025**
Schedule, Rules and Regulations

Perkasie Borough has 2 trash collection options for residents: a **“WHEELED CART”** and a **“PAY AS YOU THROW”** trash bag option. Both are explained here.

Trash fees include RECYCLING fees and include one BULK ITEM per week. See the sections below for rules and restrictions on acceptable TRASH, RECYCLING and BULK ITEMS.

Trash is collected weekly. All trash must be placed out by 7am. No call backs for trash placed out late.

Trash may not remain curbside for longer than 24 hours. Toters and trash bags must be stored out of sight of the street.

Please note that RECYCLING within established rules and regulations is mandatory and failure to do so is a violation of Borough Ordinance.

WHEELED TRASH CART (“TOTER”) PLAN

TOTER LID MUST BE CLOSED. This will help keep the trash in the can and the critters out.

Additional trash may be placed in a Borough trash bag NEXT TO THE TOTER.

Borough maintains ownership of the Toter and it will be collected if service is discontinued. The cart is a 64 gallon wheeled cart & is green in color with a green lid. Each cart has a serial number, which is assigned to a specific address.

Cart should not be stored in a location that is visible to the street.

Annual fee of \$50, plus \$87.50 per quarter BILLED IN ADVANCE.

“PAY AS YOU THROW” TRASH BAG PLAN

All trash must be set out in securely tied Borough trash bags. Max weight limits: 20lbs (small bag); 40lbs (large bag).

Bags in violation will be stickered and picked up on the next scheduled collection day if the issue is rectified.

Bags are available at Borough Hall and at area retailers including Giant (Perkasie & Souderton locations), Landis, & the Olde Towne Convenience Store.

Annual fee of \$50 plus cost of bags: \$3.75 for a small bag; \$4.75 for a large bag. A special medium size bag is available for sale at Borough Hall only.

**Toters, trash bags and bulk items must be placed at the curb or alley no earlier than 6:00pm on the day prior to scheduled collection and no later than 7:00am on the day of collection.
NO CALL BACKS AFTER 7:00AM.**

BULK TRASH & APPLIANCES

Annual plan fee includes the collection of one BULK TRASH item **monthly on the first full week of each month** with regular trash collection. A bulk trash item is a large household item (e.g. love seat, mattress, bookshelf) that does not fit inside a Borough trash bag or toter.

APPLIANCES & METALS are collected on the WEDNESDAY of the first full week of each month. Collection must be pre-scheduled and pre-paid, using the form on our website or by calling in at Borough Hall, Mon through Fri between 8:00am and 4:00pm. Schedule your pickup by 3:00pm on the Tuesday. Place the bulk item out no earlier than 6:00pm on Tuesday and no later than 7:00am on Wednesday.

APPLIANCES & METALS requiring a fee include: washers, dryers, hot water heaters, trash compactors, garbage disposals, humidifiers, stoves (electric or gas), all lawn mowers, dishwashers, air compressors, pool filters, snow blowers, electric generators, microwave ovens, water softeners, exercise equipment and more. A list is available on our website.

Note that the Borough **WILL NOT** collect these items:

TVs, computers, computer accessories, windows, mirrors, plate glass, tires (on or off wheels), parts of any type of vehicle including batteries, all types of heaters (gas, wood, coal, or oil), oil tanks, remodeling materials, outbuildings (wood or metal, garages, wood sheds etc.), carpeting and padding exceeding 9’x12’, pool tables, or pianos. A list is available on our website.

The Borough **DOES NOT** accept any items that contain FREON, such as refrigerators, freezers, dehumidifiers and air conditioners, even if the Freon is thought to be removed from the appliance.

HOLIDAY SCHEDULE/COLLECTION DAYS

<p>GOOD FRIDAY: Fri., April 18 (Paper & Cardboard) **No Paper & Cardboard Pick-Up This Week</p>	<p>THANKSGIVING: Thurs., Nov. 27 (Trash & Recycling) Collection: ➡ Mon., Dec. 1 (Trash & Recycling) Fri., Nov. 28 (Paper & Cardboard) **No Paper & Cardboard Pick-Up on Fri, Nov 28</p>
<p>MEMORIAL DAY: Mon., May 26 (Trash & Recycling) Collection: ➡ Tues., May 27 (Trash & Recycling)</p>	<p>CHRISTMAS HOLIDAY: Thurs., Dec. 25 (Trash & Recycling) Collection: ➡ Mon., Dec 29 (Trash & Recycling) Friday, Dec. 26 (Paper & Cardboard) **No Paper & Cardboard Pick-Up on Fri, Dec 26</p>
<p>INDEPENDENCE DAY: Fri., July 4 (Paper & Cardboard) **No Paper & Cardboard Pick-Up This Week</p>	
<p>LABOR DAY: Mon., Sept. 1 (Trash & Recycling) Collection: ➡ Tues., Sept. 2 (Trash & Recycling)</p>	<p>NEW YEAR’S DAY 2026: Thurs, Jan. 1 (Trash & Recycling) Collection: ➡ Fri., Jan 2 (Trash & Recycling) **No Paper & Cardboard Pick-Up This Week</p>

BOROUGH OF PERKASIE

Collection & Disposal of Refuse for the Year 2025
Schedule, Rules and Regulations

COMMINGLED CURBSIDE RECYCLING

Annual plan fee includes the collection of COMMINGLED RECYCLABLES. Glass, aluminum, tin & plastic food containers #1-7 are collected the same day as your scheduled trash day. A list of items that we can and cannot recycle is available on our website.

GLASS (all colors): Remove lids and neckbands. Rinse. No need to remove labels. Do not crush glass. NO CERAMICS, LIGHT BULBS OR PLATE GLASS.

ALUMINUM/TIN CANS & CONTAINERS: Rinse cans. NO PAINT OR AEROSOL CANS, PROPANE CYLINDERS, BATTERIES OR ELECTRONICS.

PLASTIC CONTAINERS, # 1, 2, 3 & 5: Rinse to remove all contents. Remove lids. Crush if possible, but keep intact.

Combine these recyclables and place in an open container with drainage holes near the bottom. Containers should be max 10 gallons or 40lbs in weight. NO PLASTIC BAGS in recycling please.

RECYCLING CENTER, 311 S. 9TH ST.

Residents must display a Borough hang tag on their car in order to use the recycling center. Staff may request additional proof of residence. **Do not lend your hang tag to non-residents.**

Prepare your recyclables as you would for curbside recycling. Recycling dumpsters are marked; please make sure to use the correct one. **DO NOT PUT PLASTIC BAGS IN DUMPSTERS.**

You may drop off YARD WASTE and leaves at the recycling center. YARD WASTE is defined as leaves, garden residue, shrubbery and similar material. Yard waste must be loose or in biodegradable paper bags. Waste in plastic bags must be emptied from the bag. GRASS CLIPPINGS ARE NOT YARD WASTE (per Act 1988-101, Section 103).

TRASH and BULK TRASH items ARE NOT accepted at the recycling center.

RECYCLING CENTER HOURS

Monday – Friday

7:30am – 8:30pm

Saturdays

7:30am – 4:00pm

CLOSED SUNDAYS AND MOST HOLIDAYS

TREE BRANCHES

Clippings will be chipped curbside by Borough crews on the **FIRST WEDNESDAY** of each month.

Call for an appointment at least 48 hours in advance of the scheduled appointment day.

Tree branches must be cut in lengths less than 6’ then tied with twine in bundles no greater than 18” in diameter. The amount of branches picked up at each residence will be equivalent to the size of a freezer. Branches over 8” in diameter must be taken to the Borough’s Recycling Center.

LEAF COLLECTION (mid Oct - Nov)

Rake leaves into street along the curb line. Do not block or clog storm drains.

Check the Borough website, social media, or call the Borough office for start and stop dates for leaf collection. There is no set schedule for leaf pickup. The crews follow a set route and pick up leaves as scheduling allows.

The Borough crew will collect leaves one time in the spring. The date will be announced early in the year based on the end of winter weather. The crews will only travel the collection route one time for the spring collection.

Do not put leaves in the roadway or block storm drains during any other part of the year. Doing so can cause a very dangerous situation for drivers, and also possibly flood the roadway by clogging the storm drains.

GRASS COLLECTION

Put grass clippings in a Borough trash bag and place out with household trash.

Please consider “grass-cycling”: cutting the grass before it gets too high or use a mulching mower and let the clippings remain to nourish the soil.

NEWSPAPER AND CARDBOARD

Collected **EVERY FRIDAY** during the month.

Cardboard must be flattened. Combine clean newspaper, junk mail, magazines, cereal boxes and cardboard. Tie securely or insert in durable paper bag. NO PLASTIC BAGS.

The Borough WILL NOT collect wax coated cardboard, freezer boxes, wood, nails, or Styrofoam. Put these items in Borough toter or trash bag on your regular trash collection day.

CHRISTMAS TREE COLLECTION

Christmas trees (without wire) are collected with brush pick-up on the first Wednesday in January, and on the second, third and fourth Fridays in January. Please check the Borough website and social media or call the Borough office for any updates to this schedule.

Proposed amendments to Chapter 96: Garbage, Rubbish and Refuse

Amend chapter title to read: "Chapter 96. **Refuse Storage, Collection and Disposal**

96-2 A. Amend to read: "Instituting a mandatory recycling program in accordance with recommendations of the State Assembly whereby the Borough shall be the sole agent regulating the collection of solid waste, **and requiring residents to participate in the Borough's trash and recycling collection services.**

96-3 Amend the definition of BULKY WASTE: "Items that, due to their size or shape, cannot be disposed of in a Borough disposal bag **or Borough-provided wheeled cart.** This includes, but is not limited to, large household appliances that do not contain freon, such as stoves and washing machines; **or furniture and furnishings of equivalent size;** plumbing fixtures; large crates; tools; machinery or parts thereof; play equipment; garden equipment; exercise equipment; and similar items. **What constitutes Bulky Waste may change depending on what the Borough is able to dispose of through municipal recycling efforts.**

96-3: Add a definition for **HAZARDOUS WASTE: Wastes that, in sufficient quantities and concentrations, pose a threat to human life, human health, or the environment when improperly stored, transported, treated, or disposed.**

96-3 Amend the definition of NONCOLLECTIBLE WASTE: "Includes poisons, acids, paint, caustics, explosives, appliances, **electronic devices,** hazardous waste, human excreta, dead animals, and other hazardous materials that may cause damage or injury to collection equipment or personnel. **What constitutes Noncollectible Waste may change depending on State & County guidance, and what the Borough is able to dispose of.**

96-3: Add a definition for **YARD WASTE: Organic material such as brush, twigs, leaves, garden residue, shrubbery, grass clippings, branches.**

96-10. Amend the ordinance: Ashes: **It is mandatory that ashes be thoroughly extinguished before placement for collection. Ashes shall be disposed of in a separate Borough disposal bag or bagged and placed inside a Borough-provided wheeled cart.**

96-11.1: Refuse removal fee

Add a new section: **Borough residents are required to purchase Borough disposal bags or elect to pay a quarterly fee for the use of a Borough-provided wheeled toter. The price of Borough disposal bags and the quarterly fee for the use of the Borough-provided wheeled toter will be established from time to time by the Borough Council in the Borough Fee Schedule.**

96-15. Add a new regulation as follows: **K. Customers are responsible for the cost of expenses incurred for the cleanup of hazardous waste, trash, refuse, rubbish, garbage, when required.**

96-20: Enforcement Provisions

Amend the ordinance: The Borough Manager is hereby authorized from time to time to designate any officer or employee of the Borough to monitor collection sites and receive complaints of violations of this Part 1, **Article II. Refuse Disposal Sites,** and to report such violations to the Perkasié Borough Police Department. Reports of violations shall include such information as the date, time and location of the

violation, together with a description of the person and/or vehicle identified in connection with the violation, and all such reports shall be filed with the Borough Manager. The Borough Manager and/or his designee shall transmit the report of violation to the Perkasio Borough Police Department which shall, upon reasonable belief that a violation has occurred, then issue a citation upon the person charged to be in such violation.

Linda Reid
January 2025



BOROUGH OF PERKASIE

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

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

FOR IMMEDIATE RELEASE

FEBRUARY 2025

CHANGES TO PERKASIE BOROUGH'S BULKY WASTE COLLECTION SERVICE SET FOR SPRING 2025

Perkasie Borough is implementing changes to its bulky waste collection program as part of a broader effort to manage waste costs, streamline collection processes, clarify service provision for residents, and to bring the Borough's pricing and service levels into line with today's standards. Following an observation study of customer behavior and an analysis of current industry practices, Borough staff have recommended updates to both the frequency of collection and the types of items that qualify as bulky waste. These changes are expected to take effect in spring 2025, following the implementation of a public education campaign.

Under the updated guidelines, bulky waste collection will occur once per month during the first full week instead of weekly, meaning that residential customers will be allowed one bulky waste item per month at no additional charge. Bulky waste items are things that are too large to fit inside a Borough disposal bag or a Borough wheeled trash cart.

The Borough will continue to operate the curbside appliance collection program, but will move to collection once per month, on the first Wednesday. Appliances and larger metal items will require pre-scheduling for pickup, and the payment of a \$20 fee per item. Appliances and metals are common household appliances, like washers, dryers, lawn mowers and large exercise equipment. A fuller list of items that have a fee for collection is available on the Borough's website.

Some items —like appliances that contain Freon, construction materials, hazardous waste, TVs & computer monitors ("Covered Devices") and very large or unwieldy items, like pianos or pool tables—are not accepted in the Borough's trash or recycling program.

To make the transition as smooth as possible, the Borough will launch a public education plan, sharing articles and press releases, adding more informational materials to the Borough's website including a list of items accepted as bulky waste, appliances & metals, and a list of unacceptable items. Also planned is information for residents on alternative ways to donate, recycle, or otherwise dispose of bulky waste items. Additionally, Borough staff will be trained on the updated guidelines, and the website will offer an online form for residents to schedule and pay for appliance collection.

These changes to the bulky waste program are designed to reduce disposal costs, provide partial cost-recovery, and create a more sustainable waste management system for Perkasio Borough. The updates follow other efficiency measures, such as the installation of a baling machine at the Borough's Recycling Center which, since its installation in 2022, has helped to significantly reduce storage and hauling costs for recycling paper and cardboard.

Questions about Perkasio Borough's trash and recycling program may be directed to the Borough's office at (215) 257 5065 or publicworks@perkasioborough.org.

ENDS

Press Contact: Linda Reid, Assistant Borough Manager, Perkasio Borough
(215) 257 5065 | community@perkasioborough.org

DRAFT

This document sets out the site map and content of the Trash & Recycling pages of the Borough's website. Pages requiring edits are listed on page 1, and edits to the content of each page are noted in each page section.

Site map:

"HOME" PAGE TRASH & RECYCLING: edits

BUTTONS:

- 1. Schedule & Fees - edits**
2. Recycling & Recycling Drop-Off Center
- 3. Bulky Waste, Appliances & Metals - edits**
4. Yard Waste
5. Alternative Disposal
6. Commercial Trash & Recycling

“HOME” TRASH & RECYCLING

Perkasie Borough Public Works Department provides weekly curbside trash & recycling service for Perkasie Borough residents. The [Rules & Regulations for the Trash & Recycling Program](#) are updated and published annually.

TRASH CONTAINERS:

Residential households may opt to use a 64-gallon wheeled trash cart for a quarterly fee, or “Pay As You Throw” trash bags, sold at Borough Hall and area retailers. In addition, all households, regardless of whether they use a cart or bags, are billed an annual fee.

WHEELED CART: call in at Borough Hall to sign up & pay for the first quarter. We deliver your cart. It is uniquely identified to your address. You only need to use Pay-As-You-Go bags for trash that doesn’t fit inside your cart. Cart service cannot be transferred from one Borough address to another. Call us at (215) 257 5065 to close your account if you move out of your home.

PAY-AS-YOU-GO bags: purchase bags at Borough Hall or at Giant (Perkasie and Souderton), Landis, Olde Towne Convenience Store.

RECYCLING CONTAINERS:

Perkasie Borough does not supply containers for recycling. Perkasie Borough operates “dual-stream” recycling, which means that we ask you to separate paper & cardboard from other recyclables. See the [Recycling](#) page on our website for detailed information about preparing your recyclables for collection.

TRASH & RECYCLING GUIDELINES for all customers:

- Set trash & recycling out by 7:00am on your scheduled collection day. Do not place trash & recycling out before 6:00pm the night before. No call backs for trash & recycling placed out after 7:00am.
- Cart lids must be closed the whole way. Use a Pay-A-You-Throw bag for excess trash that does not fit in the cart.
- Pay-As-You-Throw bags must be securely tied. Max bag weight limits: 20lb (small), 40lbs (large)
- During the week, all trash should be stored out of sight of the street. Do not store trash on the street.

SCHEDULE. Paper & cardboard is collected weekly on Fridays. Trash & all other recyclables are collected weekly Monday – Thursday. Daily maps are on our [Schedule & Fees](#) page.

FEES: The quarterly fee for a wheeled cart, Pay-As-You-Go bag prices, and the annual fee are all detailed on our [Schedule & Fees](#) page.

BULKY WASTE: The trash program includes the curbside collection of one bulky waste item per **month**. Bulky waste is defined as items that are too large to fit inside a Borough-provided cart or a Pay-As-You-Throw bag. Some bulky waste items, like Appliances and Metals, are collected separately and require a fee. Guidelines for curbside bulky waste collection are on our [Bulky Waste](#) page.

YARD WASTE: The trash program includes curbside chipping of brush and branches, on the first Wednesday of each month. See the [Yard Waste](#) page on our website for detailed information about preparing your branches for collection.

LEAVES: The trash program includes curbside collection of leaves. Collection is seasonal and usually runs from October – December with a one-time clean up in the Spring. See the [Leaf Collection](#) page on our website for detailed information about the leaf collection program.

RECYCLING DROPOFF CENTER: Residents of Perkasio Borough are invited to bring recyclables to the Recycling Drop Off Center. The Center accepts plastic containers (#1, #2, #3 & #5), glass containers, metal food & beverage containers, paper & cardboard. The Center also accepts most yard waste. See the Recycling page on our website for detailed information about DOs and DON'Ts for recycling drop off.

UNACCEPTABLE ITEMS: Perkasio Borough is unable to accept certain items in the trash & recycling program. A list and ideas about how to dispose of them, are on our [Alternative Disposal](#) page.

COMMERCIAL TRASH & RECYCLING: Perkasio Borough does not operate a commercial trash & recycling program.

Trash & Recycling Schedule & Fees

Perkasie Borough Public Works Department provides weekly curbside trash & recycling service for Perkasie Borough residents. The [Rules & Regulations for the Trash & Recycling Program](#) are updated and published annually.

SCHEDULES:

PAPER & CARDBOARD is collected for recycling on FRIDAYS FOR ALL RESIDENTS.

TRASH and COMINGLED RECYCLING is collected MONDAY – FRIDAY, per the published pickup routes:

- **Monday** Trash & Recycling Pick Up Route
- **Tuesday** Trash & Recycling Pick Up Route
- **Wednesday** Trash & Recycling Pick Up Route
- **Thursday** Trash & Recycling Pick Up Route

APPLIANCES & METALS are collected on **the first WEDNESDAY of the first full week of each month**, and require you to call in at Borough Hall to purchase a sticker. The sticker costs \$20.

All other **BULKY WASTE** is collected **monthly in the first full week of each month, on the same day as your trash & recycling. There is no fee for the first item each month. We will collect additional bulk items for a fee. Please use the form on our website or call in at Borough Hall during our open hours to schedule and pay for additional bulky waste.**

HOLIDAY SCHEDULES for 2025 are listed here:

GOOD FRIDAY: Fri., April 18 (Paper & Cardboard) – Cancelled **No Paper & Cardboard Pick-Up This Week **

MEMORIAL DAY: Mon., May 26 (Trash & Recycling) – Rescheduled ** to Tues., May 27

INDEPENDENCE DAY: Fri., July 4 (Paper & Cardboard) – Cancelled **No Paper & Cardboard Pick-Up This Week **

LABOR DAY: Mon., Sept. 1 (Trash & Recycling) – Rescheduled ** to Tues., Sept. 2 **

THANKSGIVING: Thurs., Nov. 27 (Trash & Recycling) – Rescheduled ** to Mon., Dec. 1 **
Fri., Nov. 28 (Paper & Cardboard) – Cancelled **No Paper & Cardboard Pick-Up This Week **

CHRISTMAS: Thurs., Dec. 25 (Trash & Recycling) – Rescheduled ** to Mon., Dec 29
Friday, Dec. 26 (Paper & Cardboard) – Cancelled **No Paper & Cardboard Pick-Up This Week **

NEW YEAR'S DAY 2026: Thurs, Jan. 1 (Trash & Recycling) – Rescheduled ** to Fri., Jan 2
Friday, Jan. 2 (Paper & Cardboard) – Cancelled **No Paper & Cardboard Pick-Up This Week **

FEES

The Borough's waste disposal service provides curbside trash and recycling collection, curbside bulky waste and appliance collection, and curbside leaf and yard waste collection. Fees cover the costs of waste collection and responsible disposal, and the costs of operations at the Borough's Residential Recycling Drop Off Center.

All residential properties are billed \$50 annually, in addition to the following charges for trash service. Residents may choose to use the Pay-As-You-Go or the wheeled toter.

Pay-As_You-Go bags may be purchased from Borough Hall or local grocery stores during opening hours. Bags are used instead of, or in addition to, a wheeled toter. From January 1st, 2025, bags cost \$3.75 (small) or \$4.75 (large).

Residents may use this **Wheeled Cart Service Sign-Up Form** to sign up for one or more wheeled carts. Fully complete the form then bring it to Perkasio Borough Hall during opening hours. Wheeled toters are billed quarterly. From 1st January 2025 the quarterly fee is \$87.50 per can, per quarter.

APPLIANCES & METALS: the fee is \$20 per item, and must be pre-paid.

BULK ITEMS: no fee for the first item each month. Additional items must be pre-scheduled and pre-paid. The fee is \$20 per additional item.

Recycling & Recycling Drop-Off Center

Perkasie Borough Public Works Department provides weekly curbside recycling collection services for Perkasie Borough residents. We do not provide a recycling bin, so residential households may use their own container to set out recyclables.

Perkasie Borough operates DUAL STREAM recycling, which means we ask you to set out PAPER & CARDBOARD separately from other recyclables (plastic, metal & glass).

Plastic, metals, glass are all collected together on the same day as your trash. Rinse everything and remove the caps and lids. Mix these items together in one bin.

Paper & cardboard are collected on Fridays. Fold everything flat and either bundle with twine or set inside a cardboard box or paper bag.

<...Yes/No images for recycling...> <...never in the recycling graphic...>

- Recyclables must be placed out by 7:00am on scheduled collection day. Do not place recycling out before 6:00pm the night before. No callbacks for recycling placed out later than 7:00am.
- All recyclables should be stored out of sight of the street. Do not store recycling on the street.

RECYCLING DROPOFF CENTER:

Residents of Perkasie Borough are invited to bring recyclables to the Recycling Drop Off Center. The Recycling Drop Off Center is for use by Borough residents only. **USE BY COMMERCIAL, INSTITUTIONAL OR EDUCATIONAL ESTABLISHMENTS IS STRICTLY PROHIBITED – EVEN IF RECYCLING IS GENERATED BY A BUSINESS OWNED BY A RESIDENT OF THE BOROUGH.**

RECYCLING DROP-OFF CENTER

311 South Ninth Street

Monday - Friday, 7:30 am to 8:30 pm

Saturdays from 7:30 am - 4:00 pm

Closed Sundays and Holidays

The Center has one collection area for plastic containers (#1, #2, #3 & #5), glass containers, and metal food & beverage containers, and another collection area for paper & cardboard. The Center also accepts most yard waste. Follow the signs when you arrive.

Other guidelines for the Recycling Drop Off Center

<... no plastic bags graphic ...>

DO NOT BRING PLASTIC BAGS OR STYROFOAM TO the Recycling Center. These items are not accepted for recycling.

DO NOT BRING TRASH, BULKY ITEMS or APPLIANCES to the Recycling Center. Illegal dumping is a crime.

DO NOT BRING GRASS CLIPPINGS to the Recycling Center.

Take your resident hang tag when you use the Center. Do not lend your hang tag to others. Perkasie Borough staff may ask for additional identification when you use the Recycling Drop-Off Center. Replacement tags are available at a nominal fee from Perkasie Borough Hall, 620 W. Chestnut St, Perkasie during normal opening hours.

Bulky Waste, Appliances & Metals (publish until Bulky moves to monthly)

Perkasie's residential trash program includes the curbside collection of ONE bulky waste item per **month**. **We collect bulky items during the first full week of each month.**

A **BULKY WASTE** item is something that is too big to fit into a Borough-provided wheeled cart or Borough disposal bag. Items that can fit into a cart or a bag are not considered Bulky Waste. Examples of Bulky Waste items include: one mattress, one box spring, one chair, one table, one vacuum cleaner, one roll of carpeting, one sofa, one toilet, one sink. Items in non-Borough trash bags are not considered Bulky Waste.

Set your Bulky Waste item out next to your wheeled cart or Borough bag on your regular trash & recycling day.

APPLIANCES & METALS are collected **monthly on the Wednesday of the first full week of each month**, and are subject to a fee. APPLIANCES & METALS collection must be requested and paid for at least 48 hours in advance by calling in at Perkasie Borough Hall during normal opening hours.

What counts as APPLIANCES & METALS?

APPLIANCES/METALS – These items require request & pre-payment
<ul style="list-style-type: none">• Dishwashers, washing machines, dryers, stoves, wood stoves and the like• Garbage disposals, sump pumps, trash compactors, pool filters• Water heaters, water softeners• Air compressors, generators, humidifiers, snow blowers, power washers• Grills, microwaves, air fryers, toaster ovens and the like• Lawn mowers (all kinds), weed whackers and other garden tools fitted with an engine or motor. All tools and mowers must be drained of oil/fuel or batteries removed.• Bicycles, basketball nets, treadmills, ellipticals, stair climbers, weight benches, and other large exercise equipment• Wheelchairs (battery removed)• Metal cabinets, lockers and the like

Certain large items are **NOT ACCEPTED** as part of the Borough's waste collection program. Some alternative ways of disposing of these items are listed on our ["Alternative Disposal"](#) page.

NOT ACCEPTED - WE WILL NOT COLLECT THESE ITEMS
<ul style="list-style-type: none">• Air conditioners, refrigerators, freezers or any other item containing freon• Car or engine parts or batteries• Sheds, outbuildings, fences, pavers, garage doors• Construction and remodeling materials• Mirrors, windows, glass top tables, glass storm doors or any other item with plate glass• TV & PC monitors, VCRs, DVDs and other electronic (e-waste) items• E-bikes, e-scooters, hoverboards, or any item containing a lithium battery• Trampolines, pool tables, pianos• Safes• Brush, tree branches, stumps, or any other yard waste• Hazardous Waste

Yard Waste

Borough residents have a number of options to dispose of yard waste:

TREE BRANCHES: We collect and chip branches and brush monthly, on the first Wednesday of each month. Cut branches in lengths <6', and tie with twine in bundles <18" in diameter. Total quantity no more than size of a chest freezer. Residents may also take tree branches in any quantity to the [Recycling Drop Off Center](#).

TREE STUMPS: Residents may take tree stumps of any size to the [Recycling Drop Off Center](#). We do not collect stumps curbside.

LEAVES: The Borough operates a seasonal Leaf Collection program. Collection usually runs from October – December with a one-time clean up in the Spring. See the [Leaf Collection](#) page on our website for detailed information about the leaf collection program.

CHRISTMAS TREES: We collect natural Christmas Trees (no light strings, wires, or stands) with curbside chipping in January & February, and on Fridays in January. Residents may also take Christmas Trees to the [Recycling Drop Off Center](#).

GRASS CLIPPINGS: are not considered Yard Waste. Leave grass clippings on the lawn or bag and put them out for trash.

Take Yard Waste to the Recycling Drop-Off center loose or in paper bags. <... no plastic bags graphic ...>

Perkasie Borough recycles Yard Waste. Materials are recycled at Lapp's Landscape Products in Sellersville.

Alternative Disposal Resources

This page lists resources for disposal of items that are not accepted by the Borough's trash program. This page also lists ideas for residents who are hoping to divert items out of the trash stream. Diverting items out of the trash stream reduces the amount of trash you create, which can lower your trash bill, reduce the impact of our trash on the environment, and reduce the overall disposal costs of the Borough's trash and recycling program.

Visit <https://www.buckscounty.gov/recycling> for the following helpful resources:

- **Bucks County A-Z Recycling Guide**, which contains a helpful A-Z list of ways to dispose of lots of common but hard to dispose of items like tires, fire extinguishers, plate glass, helium tanks and more.
- **Household Hazardous Waste Guidelines**, which includes the annual schedule and locations for County-run collection events.
- **eCycling** resources, which lists organizations that responsibly dispose of **TVs, PC monitors and other e-waste**.
- **Alternative Disposal Options**, listing local organizations that properly dispose of **items containing Freon**
- **Leftover paint**, has guidelines for disposing of latex based and oil based paint

Construction Materials:

- Bagster / Dumpster rental is available from Lowe's, Home Depot and other building supply firms
- DWR Recycling, Swamp Rd, Doylestown offers recycling for construction materials and debris:
<https://www.doylestownwasterecycling.com/>

Household Items:

Many household items can be donated for thrift or consignment, or advertised on local "Buy-Nothing" or "Freecycle" pages. These Facebook groups give, swap and sell household items, toys, clothing and more:

- Buy Nothing Perkasie/Hilltown/Bedminster/Rockhill, PA
- FREECYCLE ~ Doylestown, Perkasie & Local Areas
- Sellersville & Perkasie Freebies
- Perkasie Yard Sale Group

Thrift and consignment stores accept furniture and other items in good condition. Some of them will collect larger items at no charge.

Twice a year, the Borough hosts a **Community Yard Sale** for residents wishing to set up and sell items

FOOD *did you know that food makes up approximately 20% of residential trash.*

Backyard composting is an effective way to divert vegetable scraps and other organic material from the waste stream:
<https://www.nrdc.org/stories/composting-101#howto>

Curbside Compost Service: where backyard composting is not feasible, compost service might be a cost-effective solution. For a fee, the KONA Compost Company will collect a bucket of food scraps and organics from your doorstep and deliver fresh compost back to you.

PLASTIC: *Perkasie Borough recycles plastic containers #1, #2, #3, and #5. We do not recycle plastic bags, toys or other types of plastic household items.*

Plastic Bags: take plastic bags and mailing envelopes to the collection bin at your local grocery store. On occasion local Girl Scout troops or churches accept plastic bags for recycling. We'll share plastic bag collections on our social media as we see them.

Plant Pots can be returned to Home Depot or Lowe's for recycling.

Toys & Household Items in good condition can be donated to thrift or consignment stores or advertised on local "Buy-Nothing" or "Freecycle" Groups.

Minimize the use of single-use plastics: Purchasing reusable items instead of single-use items means that you put less in the trash, reducing your own trash bill and helping mitigate disposal costs. Some common examples are reusable water bottles and coffee cups, grocery bags, cloth rags instead of paper towels or disposable wipes,

PAPER:

Paper Shredding: Secure paper shredding is offered by a number of local retailers including Richter Total Office and Staples in Souderton. On occasion free shredding events are held in the Borough, watch our Facebook page for information.

TEXTILES: should never be mixed with you recycling

On occasion local Girl Scout troops, school groups or churches host a clothing and textiles drive. We'll share clothing and textile drives on our social media as we see them.

Trash & Recycling for Commercial Entities

The Perkasio Borough trash and recycling program serves residential customers only. Perkasio Borough does not serve commercial, industrial, institutional, educational or religious entities. Commercial, industrial, institutional, educational and religious entities may not use the Recycling Drop Off Center.

The Commonwealth of Pennsylvania mandates that commercial entities do recycle per state guidelines.

MULTI-FAMILY UNITS:

Multi-family units consisting of 10 or more residential units are considered commercial entities, must use a permitted private hauler to collect trash and recycling, and are exempt from the Borough's annual trash fee.

Multi-family units consisting of 4 -9 residential units may use a permitted private hauler to collect trash and recycling and, on presentation of such valid contracts to Perkasio Borough, will be exempt from the Borough's annual trash fee.

APPLIANCES & METALS

Pre-schedule for pickup first Wednesdays / \$20 fee per item

Dishwashers, washing machines, dryers, stoves, wood stoves etc.

Garbage Disposals, sump pumps, trash compactors, pool filters

Water heaters, water softeners

Air compressors, generators, humidifiers, snow blowers, power washers

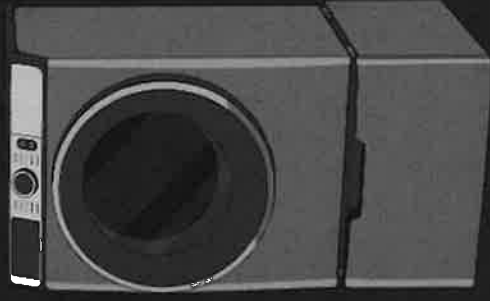
Grills, microwaves, air fryers, toaster ovens etc.

Lawn mowers (all kinds), weed whackers, garden tools fitted with an engine or a motor (drained of oil/fuel, battery removed)

Bicycles, basketball nets, treadmills, ellipticals, stair climbers, weights & racks & other large exercise equipment

Wheelchairs (battery removed)

Metal cabinets, lockers etc.



NOT ACCEPTED

We do not accept these items in the waste disposal program

Air conditioners, refrigerators, freezers or items containing freon

Car or engine parts or batteries

Sheds, outbuildings, fences, pavers, garage doors

Construction & remodeling materials

Mirrors, window, glass top tables, glass storm doors or items with plate glass

TV & PC monitors, VCRs, DVDs and electronic (e-waste) items

E-bikes, e-scooters, hoverboards or items with a lithium battery

Trampolines, pool tables, pianos

Safes

Brush, tree branches, stumps or other yard waste

Hazardous Waste

Black bags or contractor bags (use a Borough bag or place inside a Borough trash can)



BULKY WASTE moves to MONTHLY Communication Plan					
What	When	Channel	Owner	Notes	
1	Clear definition / examples of * Bulky Waste * Appliances & Metals	January	Graphics / website	Linda	
2	Update Ordinance definition	February	Borough Council	Linda/Andrea	
3	Bulky Waste	February	Borough Council	Linda/Andrea	
4	Resolution reverting Bulky Waste to monthly	February	Handout at front desk	Megan	Bulk waste is moving to MONTHLY from 3/31
10	Paper handout	mid March	New Trash & Recycling Brochure	Megan	Available at front desk & website
5	Updated trash guidelines for residents	Early-mid March	All print news outlets	Linda	Draft February
6	Press release	March	Electric bill	Jason	
7	Short message: changes	March	Physical banner signs	Linda	Menlo / Walnut / Am. Her sign
8	Short message: changes	March	Postcard mailed to all residents	Linda	Created by Moving Targets
9	BULKY moves to MONTHLY	End March	Perkasie Connection	Lauren	Edition is April - June
	Cover article: * Perkasie's Trash & Recycling Services * Bulk Waste moves to MONTHLY * Resources for				
11	Posters / Flyers	March	Community Notice Boards	Linda	Same copy as postcard mailing
12	Alerts & reminders for residents	March - May	Facebook : Borough page & Perkasie Community Groups Instagram	Linda	
13	Oops stickers	end March onwards	Information / enforcement on bulky waste	Jeff	

Borough of Perkasio

Calendar Year 2024

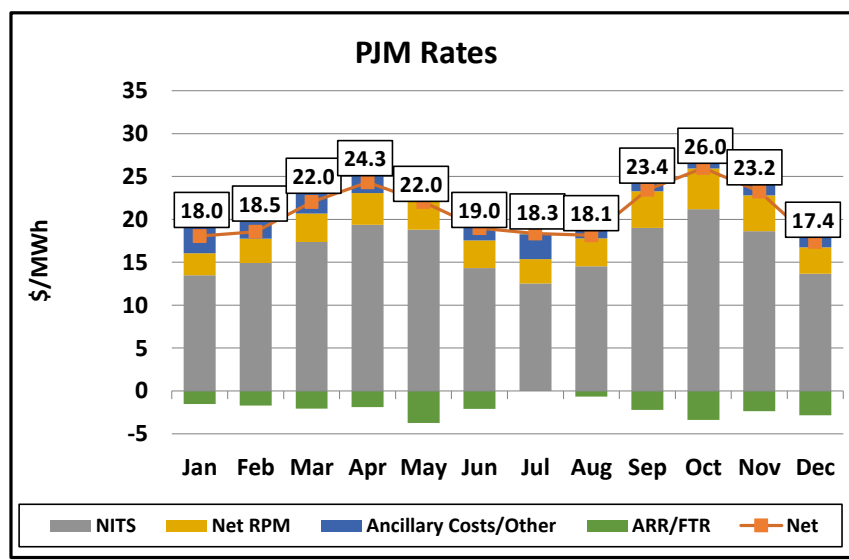
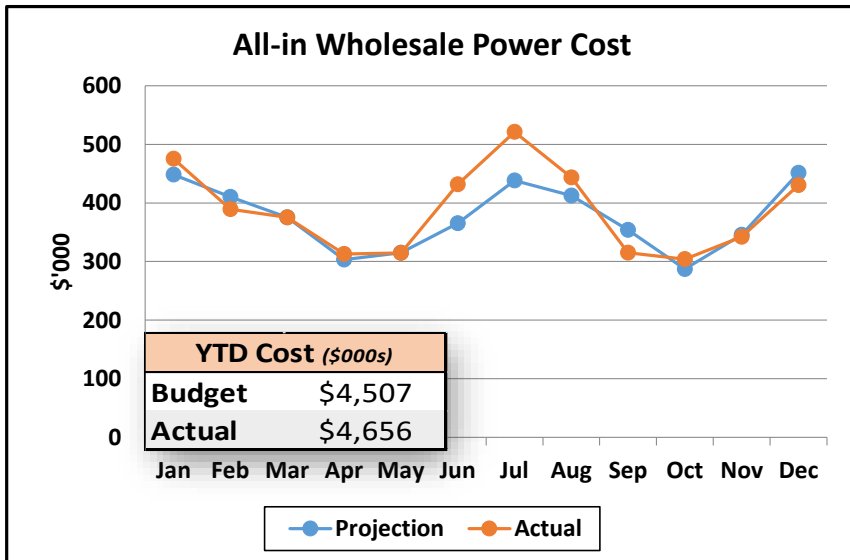
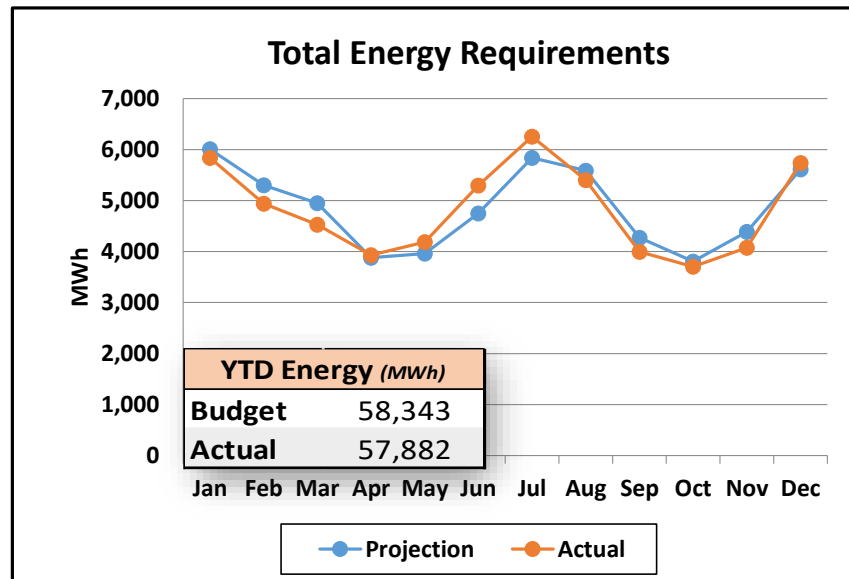
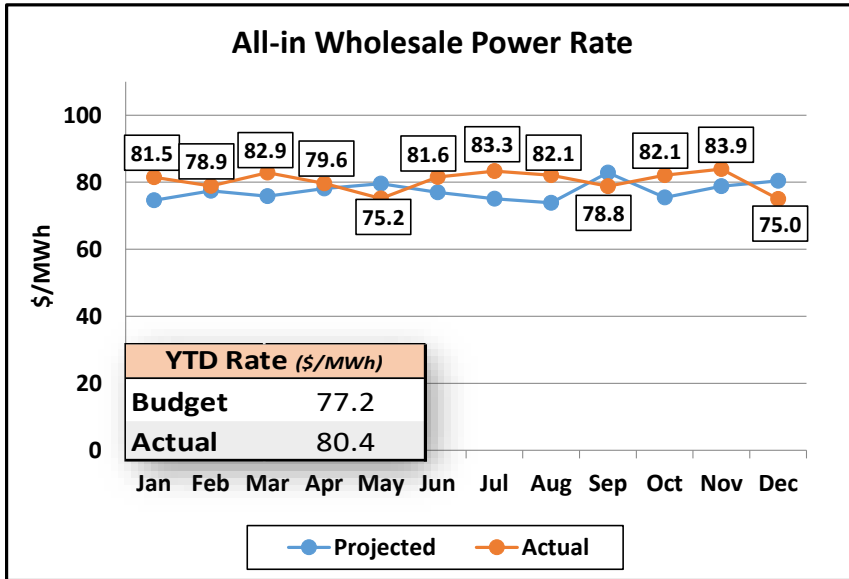


Wholesale Power Cost Summary December 2024





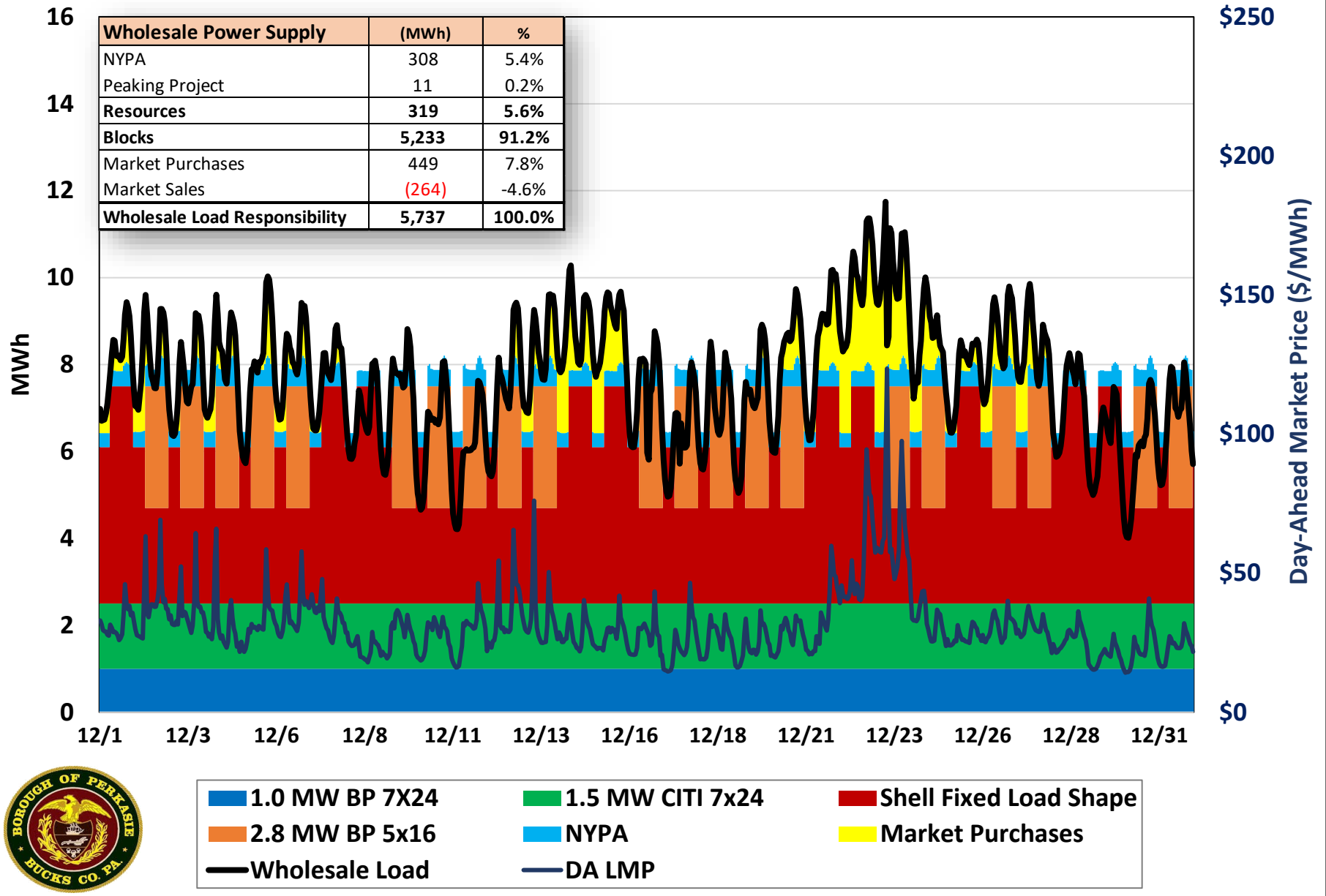
2024 Year to Date Wholesale Power Summary



1/ Excludes PJM Market Interaction Costs

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

Hourly Perkasio Load Wholesale Power Supply



Borough of Perkasio

2024 Year to Date Summary



All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-24	\$188.47	\$189.12	\$47.08	\$50.38	\$74.40	\$75.36	\$34.30	\$23.75	\$56.02	\$62.11	\$17.06	\$18.04	\$1.52	\$1.31	\$74.60	\$81.46	6.86
Feb-24	\$203.47	\$189.55	\$47.14	\$48.13	\$61.36	\$27.96	\$33.59	\$16.80	\$56.64	\$58.80	\$19.24	\$18.55	\$1.54	\$1.53	\$77.42	\$78.87	1.45
Mar-24	\$192.47	\$184.08	\$43.70	\$46.35	\$51.87	\$32.87	\$27.57	\$14.42	\$53.76	\$59.71	\$20.55	\$22.02	\$1.55	\$1.12	\$75.87	\$82.85	6.99
Apr-24	\$202.11	\$200.86	\$38.63	\$40.41	\$40.39	\$30.78	\$26.30	\$21.15	\$50.55	\$53.17	\$25.99	\$24.31	\$1.60	\$2.15	\$78.15	\$79.63	1.48
May-24	\$204.27	\$195.06	\$39.89	\$40.48	\$46.00	\$30.96	\$26.69	\$17.96	\$52.47	\$51.67	\$25.49	\$22.02	\$1.60	\$1.49	\$79.56	\$75.18	(4.38)
Jun-24	\$237.98	\$224.74	\$42.27	\$47.54	\$50.88	\$38.27	\$24.79	\$15.62	\$54.32	\$61.13	\$21.06	\$18.98	\$1.56	\$1.44	\$76.95	\$81.55	4.60
Jul-24	\$224.07	\$296.50	\$46.16	\$45.54	\$69.80	\$46.89	\$30.52	\$29.92	\$56.28	\$63.64	\$17.27	\$18.34	\$1.53	\$1.34	\$75.08	\$83.32	8.24
Aug-24	\$218.06	\$218.68	\$44.04	\$47.67	\$60.07	\$51.29	\$29.80	\$18.72	\$54.32	\$63.47	\$18.02	\$18.14	\$1.54	\$0.49	\$73.87	\$82.10	8.23
Sep-24	\$237.42	\$192.36	\$45.29	\$43.51	\$47.50	\$34.57	\$21.33	\$18.70	\$57.95	\$57.13	\$23.34	\$23.44	\$1.59	(\$1.74)	\$82.87	\$78.84	(4.03)
Oct-24	\$207.20	\$183.03	\$34.55	\$40.36	\$40.72	\$32.73	\$25.30	\$21.96	\$47.78	\$54.23	\$26.08	\$25.99	\$1.61	\$1.85	\$75.47	\$82.07	6.60
Nov-24	\$214.39	\$197.35	\$42.04	\$44.90	\$47.28	\$35.75	\$21.60	\$22.84	\$54.48	\$58.75	\$22.74	\$23.24	\$1.58	\$1.93	\$78.80	\$83.93	5.13
Dec-24	\$201.08	\$132.70	\$48.71	\$50.90	\$90.55	\$42.00	\$22.54	\$22.60	\$60.98	\$56.06	\$17.94	\$17.35	\$1.53	\$1.62	\$80.45	\$75.02	(5.43)
YTD	\$210.25	\$215.50	\$43.83	\$46.04	\$58.53	\$41.45	\$27.31	\$20.34	\$54.97	\$58.80	\$20.72	\$20.42	\$0.02	\$1.22	\$77.25	\$80.43	\$3.19

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

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasio



2024 Year to Date Summary

Energy Supply Summary (MWh)

	NYPA			Market Purchases		Market Sales	
	Projected (MWh)	Actual (MWh)	Capacity Factor ¹ (%)	Projected (MWh)	Actual (MWh)	Projected (MWh)	Actual (MWh)
Jan-24	276	346	83%	394	272	(302)	(436)
Feb-24	259	318	82%	470	160	(235)	(345)
Mar-24	277	340	82%	442	119	(309)	(465)
Apr-24	268	306	76%	238	242	(171)	(169)
May-24	276	312	75%	310	427	(188)	(115)
Jun-24	246	340	84%	351	679	(351)	(285)
Jul-24	247	322	77%	331	508	(469)	(383)
Aug-24	254	314	75%	336	270	(544)	(759)
Sep-24	243	315	78%	418	151	(269)	(352)
Oct-24	276	336	81%	196	93	(155)	(221)
Nov-24	268	309	77%	332	110	(327)	(467)
Dec-24	276	308	74%	432	449	(331)	(264)
YTD	3,167	3,866	79%	4,251	3,479	(3,651)	(4,262)

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

Borough of Perkasio



2024 Year to Date Summary

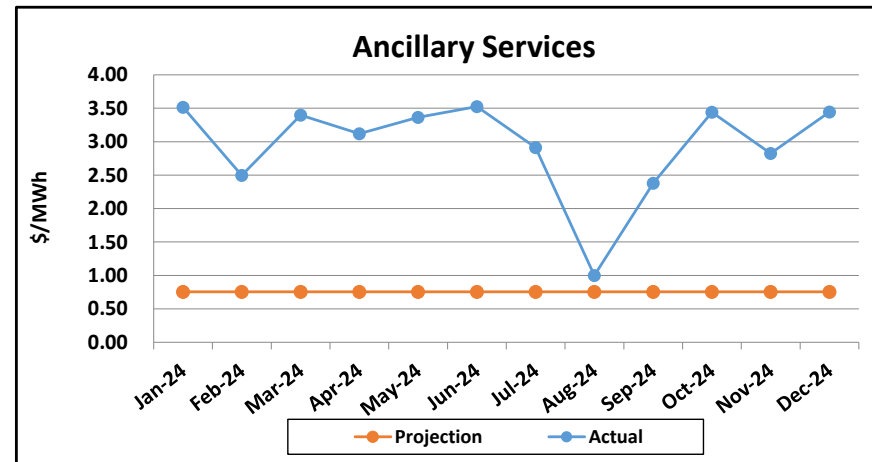
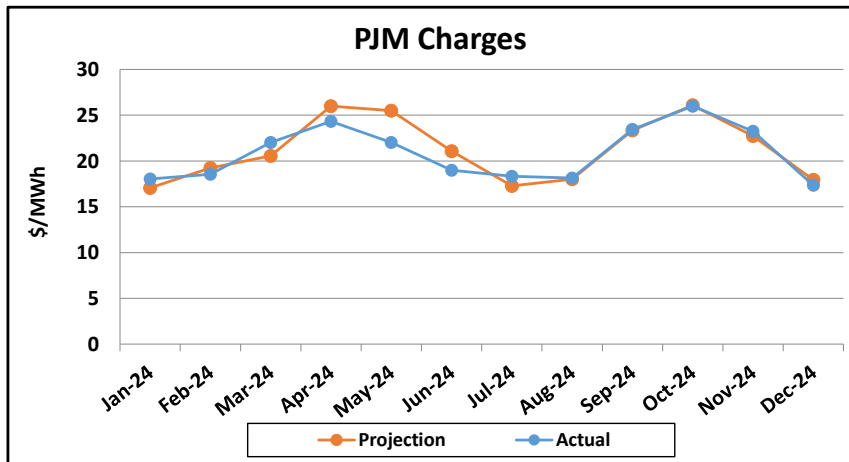
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-24	80	79	18	15	-	(9)	5	21	103	105	\$17.06	\$18.04	\$0.98
Feb-24	80	74	18	14	-	(8)	4	12	102	92	\$19.24	\$18.55	(\$0.69)
Mar-24	80	79	18	15	-	(9)	4	15	102	100	\$20.55	\$22.02	\$1.47
Apr-24	80	76	18	15	-	(7)	3	12	101	96	\$25.99	\$24.31	(\$1.68)
May-24	80	79	18	15	-	(16)	3	14	101	92	\$25.49	\$22.02	(\$3.47)
Jun-24	80	76	17	17	-	(11)	4	19	100	101	\$21.06	\$18.98	(\$2.08)
Jul-24	80	78	17	18	-	0.4	4	18	101	115	\$17.27	\$18.34	\$1.06
Aug-24	80	78	17	18	-	(3)	4	5	101	98	\$18.02	\$18.14	\$0.12
Sep-24	80	76	17	17	-	(9)	3	10	100	94	\$23.34	\$23.44	\$0.11
Oct-24	80	78	17	18	-	(13)	3	13	99	96	\$26.08	\$25.99	(\$0.09)
Nov-24	80	76	17	17	-	(10)	3	12	100	95	\$22.74	\$23.24	\$0.50
Dec-24	80	78	17	18	-	(16)	4	20	101	100	\$17.94	\$17.35	(\$0.59)
YTD	959	927	206	195	0	(111)	44	170	1,209	1,182	20.72	20.42	(0.30)

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

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

3/ The Rate is based on Total Sales



Borough of Perkasio



December 2024

	Projected			Actual			Delta		
	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)	Billing Unit (MWh)/(MW)	Rate (\$/MWh) / (\$/kW-mo)	Total Cost / (Credit) (\$)
Invoice Summary¹									
1. AMP	5,610	\$56.87	\$319,046	5,737	\$55.43	\$317,961	126.34	(\$1.44)	(\$1,084)
(a) NYPA	276	\$31.45	\$8,692	308	\$14.16	\$4,367	32.00	(\$17.29)	(\$4,325)
(b) PA Peaking Project	0	\$0.00	\$46,886	10.6	\$3,567.36	\$37,971	10.64	\$3,567.36	(\$8,915)
(c) Purchased Blocks	5,233	\$48.71	\$254,866	5,233	\$50.90	\$266,352	0.00	\$2.19	\$11,486
(d) Miscellaneous Costs ²	5,610	\$1.53	\$8,601	5,737	\$1.62	\$9,271	126.34	\$0.08	\$671
2. PJM	5,610	\$23.59	\$132,323	5,737	\$19.60	\$112,429	126.34	(\$3.99)	(\$19,894)
(a) Market Purchases	432	\$90.55	\$39,116	449	\$42.00	\$18,855	16.94	(\$48.55)	(\$20,261)
(b) Market Sales	(331)	\$22.54	(\$7,459)	(264)	\$22.60	(\$5,968)	66.76	\$0.05	\$1,491
(c) Charges/(Credits) ³	5,610	\$17.94	\$100,666	5,737	\$17.35	\$99,542	126.34	(\$0.59)	(\$1,124)
3. Total Wholesale Power Costs⁴:	5,610	\$80.45	\$451,368	5,737	\$75.02	\$430,390	126	(\$5.43)	(\$20,978)
1/ Resource, Purchased Blocks and Market Purchase/Sales includes Congestion and Losses costs.									
2/ Miscellaneous Costs incl. AMP Service Fees									
3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource									
4/Based on Total Sales									

Borough of Perkasio



December 2024

	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
AMP										
Resources										
1.	NYPA									
2.	Fixed Charge	0.6	\$4.55	\$2,543	0.6	\$4.06	\$2,268	0	(0.49)	(\$276)
3.	Energy Charge	276	\$22.41	\$6,194	308	\$5.50	\$1,697	32	(16.91)	(\$4,497)
4.	Other Adjustments			\$0			\$0	0	0.00	\$0
5.	Congestion & Losses	276	(\$0.16)	(\$45)	308	\$1.30	\$402	32	1.47	\$447
6.	All in Cost	276	\$31.45	\$8,692	308	\$14.16	\$4,367	32	(17.29)	(\$4,325)
7.	PA Peaking Project									
8.	Fixed Charge	4.3	\$2.00	\$8,640	4.3	\$2.00	\$8,640	0	0.00	\$0
9.	Energy Charge	0	\$0.00	\$0	10.6	\$499.98	\$5,322	11	499.98	\$5,322
10.	Congestion & Losses	0	\$0.00	\$0	10.6	\$0.00	\$0	11	0.00	\$0
11.	Other Adjustments	4.3	\$8.85	\$38,246	4.3	\$5.56	\$24,009	0	(3.30)	(\$14,237)
12.	All in Cost (\$/kW-mo)	4.3	\$10.85	\$46,886	4.3	\$8.79	\$37,971	0	(2.06)	(\$8,915)
13.	Total - Resources	276	\$201.08	\$55,579	319	\$132.70	\$42,338	43	(68.38)	(\$13,241)
Purchased Blocks										
14.	BP 1.0 MW 7x24 (PPL)									
15.	Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
16.	Congestion & Losses	744	(\$0.02)	(\$18)	744	\$2.82	\$2,096	0	2.84	\$2,114
17.	All in Cost	744	\$34.69	\$25,806	744	\$37.53	\$27,920	0	2.84	\$2,114
18.	BP 2.8 MW 5x16 (PPL)									
19.	Energy Charge	941	\$40.91	\$38,488	941	\$40.91	\$38,488	0	0.00	\$0
20.	Congestion & Losses	941	(\$1.31)	(\$1,229)	941	\$2.89	\$2,723	0	4.20	\$3,952
21.	All in Cost	941	\$39.60	\$37,259	941	\$43.80	\$41,211	0	4.20	\$3,952
22.	Shell Fixed Load Shape 2x16 (PPL)									
23.	Energy Charge	800	\$64.85	\$51,880	800	\$64.85	\$51,880	0	0.00	\$0
24.	Congestion & Losses	800	\$1.47	\$1,178	800	\$3.31	\$2,652	0	1.84	\$1,473
25.	All in Cost	800	\$66.32	\$53,058	800	\$68.16	\$54,532	0	1.84	\$1,473
26.	Shell Fixed Load Shape 5x16 (PPL)									
27.	Energy Charge	739	\$64.85	\$47,937	739	\$64.85	\$47,937	0	0.00	\$0
28.	Congestion & Losses	739	(\$1.31)	(\$966)	739	\$2.89	\$2,139	0	4.20	\$3,105
29.	All in Cost	739	\$63.54	\$46,971	739	\$67.74	\$50,076	0	4.20	\$3,105
30.	Shell Fixed Load Shape 7x8 (PPL)									
31.	Energy Charge	893	\$64.85	\$57,898	893	\$64.85	\$57,898	0	0.00	\$0
32.	Congestion & Losses	893	\$1.47	\$1,315	893	\$2.39	\$2,134	0	0.92	\$819
33.	All in Cost	893	\$66.32	\$59,213	893	\$67.24	\$60,032	0	0.92	\$819
34.	CITI 1.5 MW 7x24 (PPL Resid)									
35.	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
36.	Congestion & Losses	1,116	(\$0.02)	(\$28)	1,116	(\$0.01)	(\$6)	0	0.02	\$22
37.	All in Cost	1,116	\$29.18	\$32,559	1,116	\$29.19	\$32,582	0	0.02	\$22
38.	Total - Purchased Blocks	5,233	\$48.71	\$254,866	5,233	\$50.90	\$266,352	0	2.19	\$11,486

Borough of Perkasio



December 2024

	Projection			Actual			Delta			
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
Miscellaneous Costs										
39.	AMP Fees	5,610	\$1.53	\$8,601	5,737	\$1.62	\$9,271	126	0.08	\$671
40.	Adjustment for Pool Power			\$0			\$0	0	0.00	\$0
41.	Total - Miscellaneous Costs	5,610	\$1.53	\$8,601	5,737	\$1.62	\$9,271	126	0.08	\$671
42.	Total - AMP			\$319,046			\$317,961	0	0.00	(\$1,084)
PJM Charges										
43.	Market Interaction									
44.	Net Market Purchases	432	\$90.55	\$39,116	449	\$42.00	\$18,855	17	(\$48.55)	(\$20,261)
45.	Day-Ahead Purchases				373	\$43.43	\$16,187	373	\$43.43	\$16,187
46.	Balancing Purchases				149	\$32.24	\$4,819	149	\$32.24	\$4,819
47.	Net Market Sales	(331)	\$22.54	(\$7,459)	(264)	\$22.60	(\$5,968)	67	\$0.05	\$1,491
48.	Day-Ahead Sales				(255)	\$23.48	(\$5,997)	(255)	\$23.48	(\$5,997)
49.	Balancing Sales				(82)	\$25.90	(\$2,122)	(82)	\$25.90	(\$2,122)
50.	NITS	13	\$6.17	\$79,903	9	\$8.81	\$78,439	(4)	\$2.64	(\$1,464)
51.	Other Transmission Charges	13	\$0.00	\$0	9	\$0.92	\$8,227	(4)	\$0.92	\$8,227
52.	RPM Capacity									
53.	RPM Charge	16	\$1.09	\$17,372	12	\$1.56	\$18,669	(3)	\$0.46	\$1,297
54.	RPM Credit			(\$845)			(\$1,074)			(\$229)
55.	Net RPM			\$16,527			\$17,595			\$1,068
56.	Ancillary	5,610	\$0.75	\$4,236	5,737	\$1.54	\$8,841	126	\$0.79	\$4,605
57.	ARR/FTR Credits	5,610	\$0.00	\$0	5,737	(\$2.83)	(\$16,249)	126	(\$2.83)	(\$16,249)
58.	Administration Charges	5,610	\$0.00	\$0	5,737	\$0.47	\$2,689	126	\$0.47	\$2,689
59.	True-Up Load Reconciliation			\$0			\$0			\$0
60.	Total PJM Charges	5,610	\$23.59	\$132,323	5,737	\$19.60	\$112,429	126	(\$3.99)	(\$19,894)

**PERKASIE BOROUGH
RESOLUTION NO. 2025-13**

**A RESOLUTION OF THE BOROUGH COUNCIL IN AND
FOR THE BOROUGH OF PERKASIE, BUCKS COUNTY,
COMMONWEALTH OF PENNSYLVANIA, APPROVING
THE WP PERKASIE, LLC, PRELIMINARY AS FINAL
STARBUCKS LAND DEVELOPMENT PLAN**

WHEREAS, WP Perkasio, LLC (“Applicant”) proposes the construction of a Starbucks food establishment on an existing pad site located on the property identified as Bucks County Tax Parcels 33-016-010 and 33-016-022, which collectively contain approximately 2.307 acres. The property, which is the subject of this Resolution, is located on the Southwest corner of North 5th Street and West Blooming Glen Drive. The site is zoned Business Professional (C-1), and the intended use is planned commercial development (Use E-15). The site was previously the subject of an approval of a Preliminary as Final Land Development Plan for an AutoZone store, which has been constructed;

WHEREAS, the Plans were prepared by SR3Engineers, consisting of sheets 1 through 15, dated October 2, 2024, and last revised January 2, 2025; and

WHEREAS, the Perkasio Borough Planning Commission, at its meeting held on January 22, 2025, recommended that the Preliminary as Final Land Development Plan be approved, subject to conditions.

NOW THEREFORE BE IT RESOLVED by the Borough Council of the Borough of Perkasio, that the Borough Council hereby approves the Preliminary as Final Land Development Plan of WP Perkasio, LLC, subject to the following conditions:

1. Compliance with the Gilmore & Associates, Inc., review letters, the last being Review #4 dated January 15, 2025;

2. Compliance with the Gilmore & Associates, Inc., planning review letter dated January 14, 2025;

3. Confirmation that the Borough will **not** accept the ultimate right-of-way along 5th Street in the Borough as noted on the original Plan for Land Development for the AutoZone;

4. Applicant shall obtain the appropriate approvals from the Perkasio Regional Authority for the purpose of providing sanitary sewer facilities to the project;

5. Applicant shall obtain any additional approvals and/or permits as may be required by the Bucks County Conservation District; the Pennsylvania Department of Environmental Protection; the Perkasio Regional Authority; the Perkasio Fire Chief; the Perkasio Electric Department; the Pennsylvania Department of Transportation; and/or any other local, state, county, and/or federal authority or agency requiring a permit and/or approval (“Additional Permits”). Copies of said permits and approvals shall be submitted to the Borough;

6. Applicant shall fund and execute land development and financial security agreements, in a form satisfactory to the Borough Solicitor, prior to plan recordation;

7. To assist the Applicant in securing all of the appropriate permits, the Borough agrees to sign paper copies of the approved revised final plan provided they bear the legend "not to be recorded" if signed paper copies are required to be submitted to the various local, state, and federal agencies that must approve the various approvals, permits, certificates and the like for the land development. Provided, however, that the Borough reserves the rights of participation in all approval and permitting procedures which will be required for the approval of this plan;

8. The Applicant shall execute and record a Stormwater Facilities Maintenance and Monitoring Agreement, in a form acceptable to the Borough Solicitor, prior to plan recordation;

9. Applicant shall pay all review and professional fees in connection with all prior reviews and the reviews and construction observation in connection with this approval as

required by the Borough Subdivision and Land Development Ordinance and its applicable rate structure;

10. The Plan shall be ADA compliant; and

11. Applicant shall secure Conditional Use approval from Borough Council with respect to the drive-through necessary for the Starbucks eating establishment and shall comply with all conditions related thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Perkasio Borough Council, in lieu of a public hearing, has offered the public the opportunity to comment on the proposed plan at a public meeting in accordance with the requirements of 53 P.S. §10508, and has provided residents with the ability to comment and address concerns relative to the Final Land Development Plan at all public meetings discussing this Plan, and after consideration of the Plan and the aforementioned conditions, finds that the approval of the Applicant's Preliminary as Final Land Development Plan will not be detrimental to the welfare, health, peace, and morals of the Perkasio Borough or its residents; and

BE IT FURTHER RESOLVED, that the Perkasio Borough Council approves, by adoption of this Resolution, the Applicant's Preliminary as Final Land Development Plan and the Waivers referenced above, subject to the aforementioned conditions; and

THIS RESOLUTION WAS DULY ADOPTED by the Perkasio Borough Council on the 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President



Borough of Perkasio

Park EVENT Application 2025

Contact Information

Name: Ryan Beltz

Organization: Perkiomen Watershed Conservancy

Address: 1 Skippack Pike

City: Schwenksville

State: PA

Zip: 19473

Email: rbeltz@perkiomenwatershed.org

Cell Phone: 6106189057

Tax Exempt Organization?

Yes No

EIN: 23-6420112

Phone: 6106189057

Purpose of Application:

Large personal gathering such as birthday party, shower, etc with over 200 attendees

Event such as a festival, party, etc through an organization - will require an event fee plus facility fee

Sk through the park system - must include map of route

Notes Regarding Application Process:

Requests required 45 days prior to reservation or event

All reservations and events with 75 or more attendees require Council Approval

Requests for additional services does not guarantee services can be provided

All reservations require a Certificate of Insurance evidencing \$1,000,000 in Comprehensive General Liability Insurance and naming Perkasio Borough as Certificate Holder

To be filled out by Staff Only:

Fees due at time of application:

Public gatherings at Park and Pavilions and Event Base Fees

\$	_____	Park and Pavilion Fee
\$	_____	Electric Key Deposit
\$	50.00	Event Permit Base Fee
\$	50.00	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 Electric Dept. Parks & Rec Dept.
 Fire Dept. Fire Police Public Works Dept. Other: _____

Event Information

Name of the Event:
Meltdown 5k

Description of the Event:
5k Run along Spruce Street, across Constitution Ave, around Lenape Park and return via same route.

Date of Event: 3/9/25 Additional Dates: N/A Estimated Attendance: 150

Time of Event**: 10 am Start Time for Set up: 9 am End time of Tear Down: 12 pm

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

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

	Pavilion	Located in	Resident	Non Res	Non Profit
<input type="checkbox"/>	Rotary*	Lenape	\$ 65	\$ 95	\$ 45
<input type="checkbox"/>	Skate Park*	Lenape	\$ 65	\$ 95	\$ 45
<input type="checkbox"/>	Kulp	Kulp	\$ 55	\$ 80	\$ 40
<input type="checkbox"/>	Lions*	Menlo	\$ 80	\$ 105	\$ 55

**Electric available at these locations only*

*** Fees are for a four hour flexible time period including set up and tear down time. Renters may purchase additional four hour time periods.*

	Park Area	Located in	Resident	Non Res	Non Profit
<input type="checkbox"/>	Twin Bridges	Lenape	\$ 80	\$ 105	\$ 55

Other Borough Services Requested:

Police or Fire Police: Yes No
Trash Collection: Yes No
Use of Electric: Yes No
Any other Special Requests: No special requests

Services Offered at Event:

Musicians/Entertainment: Yes No

As a reminder: Borough Ordinance prohibits commercial activities/vendors/fundraising in Borough Parks

All Fees:

* \$ 50 Non-Profit Base permit fee
 * \$ 100 For Profit Base permit fee
 \$ 10 per additional date fee

Hourly rates in Fee Schedule

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

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

Damage to Borough Property

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

Park Rules and Regulations (Summary)

- The undersigned is familiar with all Borough Park Rules
- The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tobacco, vaping, etc
- Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have the authority to refuse consent in any instance
- Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
- Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside trash receptacles provided.
- Perkasio Borough Parks and open dawn to dusk
- Perkasio Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while using the park facilities; all claims for such injury or damage are hereby waived


PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

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

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

EMERGENCY DIAL 911

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

Date of Application: 1/9/25 By: Ryan Beltz
Signed: 

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

Mayor / Borough Manager

COURSE DETAILS

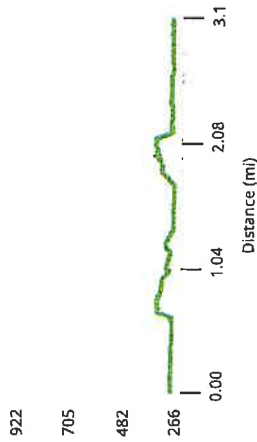
Meltdown Course



Driving Directions (<http://maps.google.com?q=40.36414260976017,-75.2889747172594>)

3.11 mi 219 ft 220 ft
 Distance Total Ascent Total Descent

Elevation Expand



TURN NOTIFICATIONS

This enables notifications for upcoming turns on your wearable device.





Reservation Request

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

Organization		Name		Address	
P.A. Guth Elementary School		Marian Glenn		601 N 7TH ST	
City		State	Zip Code	Country	
PERKASIE		PA	18944	US	
Email			Phone		
mglenn@penridge.org			(215) 266-5528		
Additional Info					
I am asking that Perkasie Borough waive the fees with this request. The fees have been waived for the past several years, as this is for a 4th grade field trip for Guth Elementary School. The second date reserved (6/3/25) is needed in case it rains on the original field trip date on 6/2/25. Thank you!					
Purpose			Head Count		
field trip			95		

Dates	Times	Location
Monday, June 02, 2025	12:00 PM - 01:10 PM	Menlo Park - Lions Pavilions 1 & 2 (#2 has stage)
Tuesday, June 03, 2025	12:00 PM - 01:10 PM	Menlo Park - Lions Pavilions 1 & 2 (#2 has stage)

[Print Page](#)



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

Indemnification

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

Insurance

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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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.

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- All decorations and pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside trash receptacles provided.
- Perkasie Borough Parks and open dawn to dusk

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

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

If you find any problems when you arrive please contact Public Works Department at (215) 721-2894
Perkasie Borough Non-Emergency Police can be reached at 215-257-6876
EMERGENCY call 911

Name: Marian Glenn (10.10.20.134)

Date: 1/27/2025 6:41:37 PM



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

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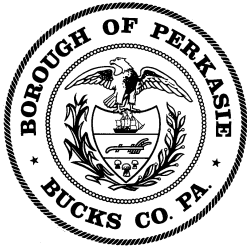
Perkasie Borough Non-Emergency Police can be reached at 215-257-6876

EMERGENCY call 911

Name: Marian Glenn (10.10.20.134)

Date: 1/27/2025 6:41:50 PM

 [Print Page](#)



BOROUGH OF PERKASIE

MEMORANDUM

DATE: January 27, 2025

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

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Permanent Part-Time Laborer Position

At this time, I would like to request that Council approve the hiring of Azairah Padgett to fill the remaining vacant position in the Public Works Department for a Permanent Part-Time Laborer. This position is in the 2025 Budget with an hourly rate of \$19.57. Azairah can be trained to do the refuse and recycling route in addition to other Public Works tasks. He also has his CDL B License, so this will add an additional driver to the Department as needed. He will be an asset to our Department.

RESOLUTION NO. 2025-6

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING LOCAL SHARE ACCOUNT GRANT CONTRACT NO. C000091680 BETWEEN THE COMMONWEALTH OF PENNSYLVANIA FINANCING AUTHORITY AND PERKASIE BOROUGH FOR THE ACQUISITION OF CAMERAS FOR THE PERKASIE BOROUGH POLICE DEPARTMENT IN THE AMOUNT OF \$107,415.00 AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, has provided the Borough of Perkasia with Local Share Account Grant Contract No. C000091680 for the acquisition of cameras for the Perkasia Borough Police Department in the amount of \$107,415.00; and

WHEREAS, the Borough of Perkasia, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Commonwealth of Pennsylvania Local Share Account Grant Contract No. C000091680 for the acquisition of cameras for the Perkasia Borough Police Department in the amount of \$107,415.00; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Local Share Account Grant Contract No. C000091680 for the acquisition of cameras for the Perkasia Borough Police Department in the amount of \$107,415.00.

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

1. Approval of Agreement. The Borough Council of Perkasia Borough herein approves the Local Share Account Grant Contract No. C000091680 between the Borough and the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, for the acquisition of cameras for the Perkasia Borough Police Department in the amount of \$107,415.00, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Local Share Account Grant Contract No. C000091680 between the Borough and the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, for the acquisition of cameras for the Perkasia Borough Police Department in the amount of \$107,415.00, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

LOCAL SHARE ACCOUNT GRANT CONTRACT

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

**PERKASIE BOROUGH
P.O. Box 96
Perkasie PA 18944**

(the "Grantee").

BACKGROUND:

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

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

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

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **ONE HUNDRED SEVEN THOUSAND, FOUR HUNDRED FIFTEEN DOLLARS (\$107,415.00) AND NO CENTS----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be

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

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2027**, subject to the other provisions of this Grant.

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

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

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **OCTOBER 22, 2024** and **JUNE 30, 2027** (the "Grant Activity Period") as follows:

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

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

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

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

- To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate must not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.
- (b) Conditions for Payment:
- (1) Grant payments under this Grant are conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
 - (2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant described in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.
- (c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Conditions for Repayment of Grant Funds:
- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return the funds to the Grantor.
 - (C) In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment may include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them.

Repayment must be in the form and manner directed by the Grantor.

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

If the Grantee

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

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

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

(a) Liability Insurance:

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

(b) Other Liability Requirements:

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

ARTICLE V COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

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

(a) Compliance with State Statutes and Regulations:

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

(b) Commonwealth Standard Terms and Conditions:

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

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

(3) Nondiscrimination/Sexual Harassment.

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

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

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of

the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

- (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

 - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

 - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

 - (B) Contractor Representations.

- (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- (C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- (D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- (E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

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

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

- (A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- (B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes

is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- (C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- (D) Reimbursement.
 - (i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- (E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- (F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the

Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

(9) Offset.

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

(10) Automated Clearing House (ACH) Payments. [INTENTIONALLY OMMITTED]

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

(c) Compliance with Anti-Pollution Regulations:

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

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

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

If the Grantee:

(A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

(B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

(A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and

- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

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

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

**ARTICLE VII
INDEPENDENT CONTRACTOR**

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

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

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

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

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

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

ARTICLE IX SUBCONTRACTS

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

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b)(3). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

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

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

ARTICLE XI RECORDS

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

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

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

ARTICLE XII PROGRESS REPORTS

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

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

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

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

“This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.”

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date

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

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

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

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

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

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

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

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

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

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or

contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Grant until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

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

ARTICLE XVII ENTIRE AGREEMENT

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

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

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

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

**ARTICLE XIX
SEVERABILITY**

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

**ARTICLE XX
CONSTRUCTION**

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

**ARTICLE XXI
NONWAIVER OF REMEDIES**

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

[Remainder of page left intentionally blank.]

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

WITNESS:

PERKASIE BOROUGH

For Authority signatures only



Commonwealth Financing Authority

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



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

“[Signature Affixed Electronically – see last page]”

Executive Director

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

For Commonwealth signatures only



Approved as to Legality and Form

“[Signature Affixed Electronically – see last page]”
Authority Counsel

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



Commonwealth Financing Authority
Harrisburg PA, 17120

December 31, 2024

James Ryder, Council President
Perkasie Borough
P.O. Box 96
Perkasie, PA 18944

RE: Local Share Account Program (\$107,415)
Perkasie Police Body/In-Car Camera Grant Project

Dear President Ryder:

I am pleased to inform Perkasie Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held on October 22, 2024, approved your application (*the "Application"*) for a grant in the amount of ONE HUNDRED SEVEN THOUSAND FOUR HUNDRED FIFTEEN DOLLARS (\$107,415) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein.

The grant will be used to purchase equipment associated with the Perkasie Police Body/In Car Camera Grant Project (*the "Project"*) located in Perkasie Borough, Bucks County, Pennsylvania.

This Grant offer is subject to the following conditions:

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

3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is October 22, 2024.
5. The Applicant must comply with Local Share Account Program Guidelines, which may be viewed at dced.pa.gov.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state, and local laws and regulations dealing with bidding and procurement, if applicable.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
9. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
10. The Applicant will comply with the reporting requirements detailed in Exhibit C, if applicable.

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

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

Sincerely,



Mandy L. Book
Executive Director
Commonwealth Financing Authority

EXHIBIT A:

NONDISCRIMINATION/SEXUAL HARASSMENT

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

- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

EXHIBIT B:

PENNSYLVANIA PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on “public work” as defined in the PWA. Information on the PWA and the definition of “public work” may be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

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

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

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

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

Please contact L&I’s Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I’s assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for “Prevailing Wage Rates Determination Request Form.” Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C:

ACT 1 OF 2010 LOCAL SHARE ASSESSMENT REPORTING REQUIREMENTS

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

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

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

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

EXHIBIT D:

LOCAL SHARE ACCOUNT PROGRAM - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your Local Share Account Program Grant Commitment Letter, the grant award is contingent upon receipt and execution of documents as stated in the email and letter. Failure to accomplish this may result in the rescission of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

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

PAYMENT REQUESTS

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

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

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

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

RESOLUTION NO. 2025-7

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING LOCAL SHARE ACCOUNT GRANT CONTRACT NO. C000091682 BETWEEN THE COMMONWEALTH OF PENNSYLVANIA FINANCING AUTHORITY AND PERKASIE BOROUGH FOR THE KULP PARK BASEBALL FIELD IN THE AMOUNT OF \$652,886.00 AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, has provided the Borough of Perkasio with Local Share Account Grant Contract No. C000091682 for the Kulp Park Baseball Field in the amount of \$652,886.00; and

WHEREAS, the Borough of Perkasio, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Commonwealth of Pennsylvania Local Share Account Grant Contract No. C000091682 for the Kulp Park Baseball Field in the amount of \$652,886.00; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Local Share Account Grant Contract No. C000091682 for the Kulp Park Baseball Field in the amount of \$652,886.00.

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

1. Approval of Agreement. The Borough Council of Perkasio Borough herein approves the Local Share Account Grant Contract No. C000091682 between the Borough and the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, for the Kulp Park Baseball Field in the amount of \$652,886.00, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Local Share Account Grant Contract No. C000091682 between the Borough and the Commonwealth of Pennsylvania, acting through the Commonwealth Financing Authority, for the Kulp Park Baseball Field in the amount of \$652,886.00, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

**COMMONWEALTH OF PENNSYLVANIA
COMMONWEALTH FINANCING AUTHORITY**

LOCAL SHARE ACCOUNT GRANT CONTRACT

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

**PERKASIE BOROUGH
P.O. Box 96
Perkasie PA 18944**

(the "Grantee").

BACKGROUND:

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

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

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

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Grant, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **SIX HUNDRED FIFTY TWO THOUSAND, EIGHT HUNDRED EIGHTY SIX DOLLARS (\$652,886.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be

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

ARTICLE II EFFECTIVE DATES

The term of this Grant shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2027**, subject to the other provisions of this Grant.

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

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

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **OCTOBER 22, 2024** and **JUNE 30, 2027** (the "Grant Activity Period") as follows:

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

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Grant or amendments hereto.

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

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

- To receive payments under this Grant, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate must not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.
- (b) Conditions for Payment:
- (1) Grant payments under this Grant are conditioned upon the completion of any Special Conditions set forth in Appendix A or otherwise incorporated into this Grant.
 - (2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Grant described in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Grant are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Grant.
- (c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.
- (d) Conditions for Repayment of Grant Funds:
- (1) Misuse or Failure to Use Funds.
 - (A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Grant. If after all or any part of the funds has been paid to the Grantee and the Grantee shall fail to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.
 - (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Grant in accordance with this Grant, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return the funds to the Grantor.
 - (C) In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment may include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them.

Repayment must be in the form and manner directed by the Grantor.

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

If the Grantee

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

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

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

(a) Liability Insurance:

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

(b) Other Liability Requirements:

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

ARTICLE V COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS

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

(a) Compliance with State Statutes and Regulations:

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

(b) Commonwealth Standard Terms and Conditions:

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

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

(3) Nondiscrimination/Sexual Harassment.

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

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

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of

the Pennsylvania Human Relations Act (“PHRA”) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

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

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

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

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

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

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

- (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.

 - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

 - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

 - (B) Contractor Representations.

- (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- (C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- (D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- (E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

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

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

- (A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- (B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:
 - (i) access to, and copies of, any document or information in the Grantee's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes

is a public record under the RTKL, within ten calendar days after receipt of written notification; and

- (ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- (C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.
- (D) Reimbursement.
 - (i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.
 - (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- (E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.
- (F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the

Commonwealth's disclosure of Requested Information pursuant to the RTKL.

(G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

(9) Offset.

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

(10) Automated Clearing House (ACH) Payments. [INTENTIONALLY OMMITTED]

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

(c) Compliance with Anti-Pollution Regulations:

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

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

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

If the Grantee:

(A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and

(B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall:

(A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Grant, and

- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

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

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

**ARTICLE VII
INDEPENDENT CONTRACTOR**

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

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

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

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

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

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

ARTICLE IX SUBCONTRACTS

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

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b)(3). In addition, all subcontracts involving the pass through of Grant funds to subrecipients must include the contract closeout requirements contained in the Article entitled Contract Closeout Requirements. The Grantee is responsible for ensuring that copies of cancelled checks are received from subcontractors verifying the payment of eligible project costs incurred in accordance with the terms of this Contract, and, in the event that the Commonwealth audits this Contract, for resolving any findings contained in any audit reports. All costs deemed unallowable in any audit report involving the pass through of Grant funds to subrecipients are required to be returned to the Grantor through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

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

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

ARTICLE XI RECORDS

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

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

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

ARTICLE XII PROGRESS REPORTS

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

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

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

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

“This Project was financed *[in part]* by a grant
from the Commonwealth of Pennsylvania, Commonwealth Financing Authority.”

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date

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

ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS

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

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

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

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

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

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

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

This Grant is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or

contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Grant until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Grant.

ARTICLE XVI TERMINATION OF THE CONTRACT

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

ARTICLE XVII ENTIRE AGREEMENT

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

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

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

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

**ARTICLE XIX
SEVERABILITY**

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

**ARTICLE XX
CONSTRUCTION**

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

**ARTICLE XXI
NONWAIVER OF REMEDIES**

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

[Remainder of page left intentionally blank.]

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

WITNESS:

PERKASIE BOROUGH

For Authority signatures only



Commonwealth Financing Authority

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



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

“[Signature Affixed Electronically – see last page]”
Executive Director

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

For Commonwealth signatures only



Approved as to Legality and Form

“[Signature Affixed Electronically – see last page]”
Authority Counsel

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



Commonwealth Financing Authority
Harrisburg PA, 17120

December 31, 2024

James Ryder, Council President
Perkasie Borough
P.O. Box 96
Perkasie, PA 18944

RE: Local Share Account Program (\$652,886)
Kulp Park Improvements, Phase 2 Project

Dear President Ryder:

I am pleased to inform Perkasie Borough (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held on October 22, 2024, approved your application (*the "Application"*) for a grant in the amount of SIX HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-SIX DOLLARS (\$652,886) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein.

The grant will be used for construction costs associated with the Kulp Park Improvements, Phase 2 Project (*the "Project"*) located in Perkasie Borough, Bucks County, Pennsylvania.

This Grant offer is subject to the following conditions:

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

3. The Applicant must provide the CFA with satisfactory evidence that all taxes and other monies due and owing to the Commonwealth of Pennsylvania are paid current, unless any of said taxes or other payments are being contested, in which case, the CFA may require that funds be escrowed to pay said taxes or other payments in the event of any adverse decision.
4. Once the Applicant has agreed to the terms of this commitment letter and the grant agreement, the Applicant may begin incurring costs associated with the Project as of the date of CFA approval, which is October 22, 2024.
5. The Applicant must comply with Local Share Account Program Guidelines, which may be viewed at dced.pa.gov.
6. The Applicant is responsible for seeking competitive bids for all work conducted with the Grant funds. In addition, the Applicant must comply with all applicable federal, state, and local laws and regulations dealing with bidding and procurement, if applicable.
7. The CFA reserves the right to approve or reject contracts between the Applicant and consultants or contractors for work that will be paid for with Grant funds.
8. The Applicant may not make or authorize any substantial change in an approved Project without first obtaining the consent of the CFA in writing.
9. The Applicant must maintain full and accurate records with respect to the Project. The CFA shall have free access to such records and to inspect all Project work, and other relative data and records. Upon request of the CFA, the Applicant must furnish all data, reports, contracts, documents, and other information relevant to the project as may be requested.
10. The Applicant will comply with the reporting requirements detailed in Exhibit C, if applicable.

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

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

Sincerely,



Mandy L. Book
Executive Director
Commonwealth Financing Authority

EXHIBIT A:

NONDISCRIMINATION/SEXUAL HARASSMENT

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

- b. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

- v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- c. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- d. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- e. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

- f. **Subgrant Agreements, Contracts, and Subcontracts.** The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

EXHIBIT B:

PENNSYLVANIA PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on “public work” as defined in the PWA. Information on the PWA and the definition of “public work” may be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

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

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

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

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

Please contact L&I’s Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I’s assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for “Prevailing Wage Rates Determination Request Form.” Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

EXHIBIT C:

ACT 1 OF 2010 LOCAL SHARE ASSESSMENT REPORTING REQUIREMENTS

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

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

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

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

EXHIBIT D:

LOCAL SHARE ACCOUNT PROGRAM - INSTRUCTIONS FOR RECEIVING GRANT FUNDS

As indicated in your Local Share Account Program Grant Commitment Letter, the grant award is contingent upon receipt and execution of documents as stated in the email and letter. Failure to accomplish this may result in the rescission of your Grant, as required by applicable law. Listed below are the steps you must follow.

GRANT AGREEMENT

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

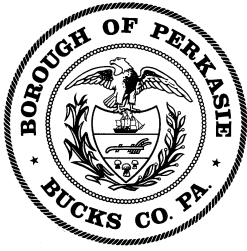
PAYMENT REQUESTS

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

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

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

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



BOROUGH OF PERKASIO

MEMORANDUM

DATE: January 30, 2025

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

FROM: Jeffrey Tulone, Public Works Director

Jeffrey Tulone

RE: HGACBuy Interlocal Contract for Cooperative Purchase

At this time, I would like to request that Council approve the Borough's participation in HGACBuy, a Cooperative Purchasing Program which is similar to CO-STARS, but on a national level. The company that we are using to purchase the new refuse/recycling truck uses HGACBuy instead of CO-STARS because they sell trucks throughout the United States. Participation in the program requires a signature on an Interlocal Contract with HGACBuy, which was reviewed by the Solicitor and is attached to this memo.

RESOLUTION NO. 2025-8

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE INTERLOCAL CONTRACT FOR COOPERATIVE PURCHASING BETWEEN HOUSTON-GALVESTON AREA COUNCIL (“HGAC”) AND PERKASIE BOROUGH WITH RESPECT TO A COOPERATIVE PURCHASING PROGRAM AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, Houston-Galveston Area Council (“HGAC”), has provided the Borough of Perkasia with an Interlocal Contract for Cooperative Purchasing with respect to a cooperative purchasing program; and

WHEREAS, the Borough of Perkasia, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the HGAC Interlocal Contract for Cooperative Purchasing; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the HGAC Interlocal Contract for Cooperative Purchasing.

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

1. Approval of Agreement. The Borough Council of Perkasia Borough herein approves the HGAC Interlocal Contract for Cooperative Purchasing, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the HGAC Interlocal Contract for Cooperative Purchasing between the Borough and HGAC, with respect to a cooperative purchasing program, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”



**INTERLOCAL CONTRACT FOR
COOPERATIVE PURCHASING**

ILC No.:
ILC25-15091
Permanent Number assigned
by H-GAC

THIS INTERLOCAL CONTRACT ("Contract"), made and entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791, Texas Government Code (the "Act"), by and between the Houston-Galveston Area Council, hereinafter referred to as "H-GAC," having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, and **Borough of Perkasio**, a local government, a state agency, or a non-profit corporation created and operated to provide one or more governmental functions and services, hereinafter referred to as "End User," having its principal place of business at **620 W Chestnut Street Perkasio, PA 18944**.

WITNESSETH

WHEREAS, H-GAC is a regional planning commission and political subdivision of the State of Texas operating under Chapter 391, Texas Local Government Code; and

WHEREAS, pursuant to the Act, H-GAC is authorized to contract with eligible entities to perform governmental functions and services, including the purchase of goods and services; and

WHEREAS, in reliance on such authority, H-GAC has instituted a cooperative purchasing program under which it contracts with eligible entities under the Act; and

WHEREAS, End User has represented that it is an eligible entity under the Act, that its governing body has authorized this Contract on **02/03/2025** (Date), and that it desires to contract with H-GAC on the terms set forth below;

NOW, THEREFORE, H-GAC and the End User do hereby agree as follows:

ARTICLE 1: LEGAL AUTHORITY

The End User represents and warrants to H-GAC that (1) it is eligible to contract with H-GAC under the Act because it is one of the following: a local government, as defined in the Act (a county, a municipality, a special district, or other political subdivision of the State of Texas or any other state), or a combination of two or more of those entities, a state agency (an agency of the State of Texas as defined in Section 771.002 of the Texas Government Code, or a similar agency of another state), or a non-profit corporation created and operated to provide one or more governmental functions and services, and (2) it possesses adequate legal authority to enter into this Contract.

ARTICLE 2: APPLICABLE LAWS

H-GAC and the End User agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, and ordinances and laws in effect or promulgated during the term of this Contract.

ARTICLE 3: WHOLE AGREEMENT

This Contract and any attachments, as provided herein, constitute the complete contract between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein.

ARTICLE 4: PERFORMANCE PERIOD

The period of this Contract shall be for the balance of the fiscal year of the End User, which began **01/01/2025** and ends **12/31/2025**. This Contract shall thereafter automatically be renewed annually for each succeeding fiscal year, provided that such renewal shall not have the effect of extending the period in which the End User may make any payment due an H-GAC contractor beyond the fiscal year in which such obligation was incurred under this Contract.

ARTICLE 5: SCOPE OF SERVICES

The End User appoints H-GAC its true and lawful purchasing agent for the purchase of certain products and services through the H-GAC Cooperative Purchasing Program. End User will access the Program through HGACBuy.com and by submission of any duly executed purchase order, in the form prescribed by H-GAC to a contractor having a valid contract with H-GAC. All purchases hereunder shall be in accordance with specifications and contract terms and pricing established by H-GAC. Ownership (title) to products purchased through H-GAC shall transfer directly from the contractor to the End User.

ARTICLE 6: PAYMENTS

H-GAC will confirm each order and issue notice to contractor to proceed. Upon delivery of goods or services purchased, and presentation of a properly documented invoice, the End User shall promptly, and in any case within thirty (30) days, pay H-GAC’s contractor the full amount of the invoice. All payments for goods or services will be made from current revenues available to the paying party. In no event shall H-GAC have any financial liability to the End User for any goods or services End User procures from an H- GAC contractor.

ARTICLE 7: CHANGES AND AMENDMENTS

This Contract may be amended only by a written amendment executed by both parties, except that any alterations, additions, or deletions to the terms of this Contract which are required by changes in Federal and State law or regulations are automatically incorporated into this Contract without written amendment hereto and shall become effective on the date designated by such law or regulation.

H-GAC reserves the right to make changes in the scope of products and services offered through the H-GAC Cooperative Purchasing Program to be performed hereunder.

ARTICLE 8: TERMINATION PROCEDURES

H-GAC or the End User may cancel this Contract at any time upon thirty (30) days written notice by certified mail to the other party to this Contract. The obligations of the End User, including its obligation to pay H-GAC’s contractor for all costs incurred under this Contract prior to such notice shall survive such cancellation, as well as any other obligation incurred under this Contract, until performed or discharged by the End User.

ARTICLE 9: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 10: FORCE MAJEURE

To the extent that either party to this Contract shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed; provided, however, force majeure shall not excuse an obligation solely to pay funds. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 11: VENUE

Disputes between procuring party and Vendor are to be resolved in accord with the law and venue rules of the State of purchase.

THIS INSTRUMENT HAS BEEN EXECUTED BY THE PARTIES HERETO AS FOLLOWS:

Borough of Perkasio
Name of End User (local government, agency, or non-profit corporation)

620 W Chestnut Street
Mailing Address

Perkasie, PA 18944
City, State ZIP Code

Signature of chief elected or appointed official | **Date**

Andrea Coaxum, Manager
Typed Name & Title of Signatory

Houston-Galveston Area Council
3555 Timmons Lane, Suite 120, Houston, TX
77027

By: _____
Executive Director

Date: _____



END USER DATA

Please sign and return the Interlocal Contract, along with this completed form, to H-GAC by emailing it to cpcontractfax@h-gac.com or by faxing it to 713-993-2424. The contract may also be mailed to:

H-GAC Cooperative Purchasing Program
P.O. Box 22777, Houston, TX 77227-2777

Name of End User Agency: **Borough of Perkasio** County Name: **Bucks**

Mailing Address: **620 W Chestnut Street Perkasio, PA 18944**

Main Telephone Number: **215-257-5065** FAX Number: **215-257-7673**

Physical Address: **620 W Chestnut Street Perkasio, PA >18944**

Web Site Address: **perkasioborough.org**

Official Contact: Jeff Tulone

Mailing Address: **620 W Chestnut Street
Perkasio, PA 18944**

Title: **Public Works Director**

Ph No.: **215-257-6860**

FX No.:

E-Mail Address:

publicworks@perkasioborough.org

Authorized Official: Andrea Coaxum

Mailing Address: **620 W Chestnut Street
Perkasio, PA 18944**

Title: **Manager**

Ph No.: **215-257-5065**

FX No.: **215-257-7673**

E-Mail Address:

manager@perkasioborough.org

Authorized Official: Rebecca Deemer

Mailing Address: **620 W Chestnut Street
Perkasio, PA 18944**

Title: **Finance Director**

Ph No.: **215-257-5065**

FX No.: **215-257-7673**

E-Mail Address: **finance@perkasioborough.org**

COMPLETING AND EXECUTING THE ILC PROCESS

Step 1 (complete)

Thank you for completing this step. A PDF copy of the ILC document will be delivered to the email address entered.

Step 2

Secure a signature by the individual identified as the Authorized Official to contractually bind your entity.

Step 3

Scan and email a copy of the contract to H-GAC at cpcontractfax@h-gac.com, or fax it to 713-993-2424.

The contract may also be mailed to:

H-GAC Cooperative Purchasing Program

PO Box 22777

Houston, TX 77227-2777

If you require an original signed contract, please print, sign, and mail two (2) sets of the ILC documents.

Step 4

H-GAC will execute the contract and return a copy to you electronically.

RESOLUTION NO. 2025-9

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING TWO (2) SERVICE ORDERS BETWEEN THE PERKASIE BOROUGH POLICE DEPARTMENT AND POWER DMS AND ONE (1) SERVICE ORDER BETWEEN THE PERKASIE BOROUGH POLICE DEPARTMENT AND OXYGEN FORENSICS AND AUTHORIZING EXECUTION OF THE THREE (3) SERVICE ORDERS BY THE PERKASIE BOROUGH MANAGER AND/OR THE PERKASIE BOROUGH POLICE CHIEF ON BEHALF OF THE BOROUGH

WHEREAS, Power DMS has presented to the Perkasio Borough Police Department a Service Order in the amount of \$2,662.50 related to the management of the Police Department's scheduling system; and

WHEREAS, Power DMS has presented to the Perkasio Borough Police Department a Service Order in the amount of \$5,117.82 related to the management of the Police Department's policies and accreditation process; and

WHEREAS, Oxygen Forensics has presented to the Perkasio Borough Police Department a Service Order in the amount of \$3,695.00 related to the management of information for cell phone extractions for criminal investigations; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the two (2) Service Orders between the Perkasio Borough Police Department and Power DMS and the one (1) Service Order between the Perkasio Borough Police Department and Oxygen Forensics.

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

1. Approval of Agreement. The Borough Council of Perkasio Borough herein approves the two (2) Service Orders between the Perkasio Borough Police Department and Power

DMS and the one (1) Service Order between the Perkasio Borough Police Department and Oxygen Forensics, which Service Orders are attached hereto as Exhibits "A", "B", and "C" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasio Borough Police Chief to execute the two (2) Service Orders between the Perkasio Borough Police Department and Power DMS and the one (1) Service Order between the Perkasio Borough Police Department and Oxygen Forensics, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted on the 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

Admin

From: rschurr perkasiexpd.org <rschurr@perkasiexpd.org>
Sent: Thursday, January 9, 2025 10:32 AM
To: Jeff Hollenbach; Andrea Coaxum
Cc: Admin
Subject: Council Approval for 1/20 Agenda
Attachments: 20250109102707856.pdf

Attached you will find three yearly recurring contracts and invoices/quotes.

1. Quote Q-351885 from Power DMS in the amount of \$2,662.50 is for the software for our scheduling system for the PD.
2. Quote 100988-1 from Oxygen Forensics in the amount of \$3,695.00 is for the software that we use to download information for cell phone extractions for criminal investigations
3. Quote-350556 from Power DMS in the amount of \$5117.82 is for the software for our policy manual and accreditation standards. This line item is paid directly from LiveScan line item and is not paid from taxpayer funds. Funding comes from fees applied to criminal defendants when they are arrested and processed at our booking center.

All three quotes are yearly budgeted line items and require signatures. I am seeking approval from Council to sign the quotes.

Thank you,

Bob

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



This e-mail transmission and any documents, files, or previous e-mail messages attached to it, are confidential. If you are not the intended recipient, or a person responsible for delivering it to the intended recipient, you are hereby notified that any review, disclosure, copying, dissemination, distribution, or use of any of the information contained in, or attached to this e-mail transmission is STRICTLY PROHIBITED. If you have received this transmission in error, please immediately notify me by forwarding this e-mail to rschurr@perkasiexpd.org, or by telephone at (215) 257-6876 and then delete the message and its attachments from your computer.

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-3428	Order #:	Q-351885
Customer:	Perkasie Borough Police Department (PA)	Valid Until:	5/1/2025
Effective Employee Count:	20		
Sales Rep:	Salesforce Administrator		

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

Payment Terms		Notes:
Payment Term:	Net 60	
PO Number:		

Subscription Service

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerTime Subscription	Recurring	5/1/2025	4/30/2026	20	Employee Based	\$2,662.50
Subscription for staff scheduling for a single agency. Includes public safety scheduling, rotations, time off, calendar editor, email notifications, payroll export and digital staffing board. Quantity reflects one agency wide software-as-a-service subscription license up to the employee count specified above.						
TOTAL:						\$2,662.50

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

Additional Terms and Conditions

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

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

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

Special Condition:

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

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



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



Signature:

Printed Name:

Title:

Date

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

Quote 100988-1

NOTE PAYMENT TERMS & TERMS AND CONDITIONS

Bill To	Ship To	Quote Date	Jan 3, 2025 02:30 PM
Perkasie Borough (PA) Police Department 311 S. 9th St Perkasie, PA 18944, PA 18944 United States	311 S. 9th St Perkasie, PA 18944, PA, 18944 United States	Valid Until	Feb 2, 2025
		Amount	\$ 3,695.00
		Terms	Net 21 ARO

Item	Name & Description	List Price	Qty	Discount	Amount
OFDDR	Oxygen Forensic® Detective SMS (Renewal) (Includes 12 months product support, maintenance and training for each licensed user) SaleID: 170603 4/5/25- 4/5/26	\$ 3,695.00	1	\$ 0.00	\$ 3,695.00
Sub Total					\$ 3,695.00
Grand Total					\$ 3,695.00

Terms & Conditions

Quoted Prices and Conditions valid for 30 days only.

Oxygen Forensics, Inc. is not responsible for any fees associated with the purchase (e.g. import duties, bank / wire transfer fees etc.) Customer shall remit total amount due PLUS any fees that may be withdrawn from payment. Short payments will result in a balance being due and collectable.

Convenience Fee: If paying by credit card a convenience fee of 3% will be charged at checkout. ACH can always be used, and Oxygen does not charge a fee, but your bank may.

Exchange rates fluctuate constantly and thereby give rise to risk and uncertainty. If the currency exchange rate at time of quote

Oxygen Forensics, Inc.

Tax ID 462223421

DUNS 078884550

CAGE 741G3

changes by more than +/- 3% at the time of invoice, Oxygen Forensics Inc reserves the right, without obligation, to Invoice at the new exchange rate.

All Invoices are Payable per the Terms stated unless otherwise Indicated in Advance and in Writing at the Sole Discretion of Oxygen Forensics Inc. All unpaid amounts exceeding these terms will incur an immediate 5% additional charge.

Your acceptance of this quote / invoice indicates you have read, understand, and accept the terms as outlined, herein, at oxygenforensics.com and the EULA. These terms supersede any other terms and conditions previously offered by buyer or seller.

If your quote involves on demand or instructor led training the Training Terms and Conditions are located in the URL below. <https://www.oxygenforensics.com/uploads/page/OxygenTrainingTerms.pdf>

Payment Term: NET Net 21

Pay online: <https://www.oxygenforensics.com/payment/stripefee.php?q=2614729000299671574&v=db4106a602a00c5ce60cdde3a42c1ffc>

Optional and Where Allowable By Law:

By signing this quote you are agreeing to purchase all items quoted and agree to all terms and conditions described in this document. Orders will be processed and invoiced immediately with any purchase orders received and filed at a later date.

Signature	Printed Name	Title	Date
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*Provide or Update and Return to Oxygen Forensics Inc as Needed. Purchase Orders can not be processed without Accounts Payable POC:
AP Email Address to Send Invoice: Tschoonover@PerkasiePD.org*

Quoted Prices and Conditions valid for 30 days only.

Oxygen Forensics, Inc. is not responsible for any fees associated with the purchase (e.g. import duties, bank / wire transfer fees etc.) Customer shall remit total amount due PLUS any fees that may be withdrawn from payment. Short payments will result in a balance being due and collectable.

Convenience Fee: If paying by credit card a convenience fee of 3% will be charged at checkout. ACH can always be used, and Oxygen does not charge a fee, but your bank may.

Exchange rates fluctuate constantly and thereby give rise to risk and uncertainty. If the currency exchange rate at time of quote changes by more than +/- 3% at the time of invoice, Oxygen Forensics Inc reserves the right, without obligation, to Invoice at the new exchange rate.

All Invoices are Payable per the Terms stated unless otherwise Indicated in Advance and in Writing at the Sole Discretion of Oxygen Forensics Inc. All unpaid amounts exceeding these terms will incur an immediate 5% additional charge.

Your acceptance of this quote / invoice indicates you have read, understand, and accept the terms as outlined, herein, at oxygenforensics.com and the EULA. These terms supersede any other terms and conditions previously offered by buyer or seller.

If your quote involves on demand or instructor led training the Training Terms and Conditions are located in the URL below. <https://www.oxygenforensics.com/uploads/page/OxygenTrainingTerms.pdf>

Your Oxygen Contact: Jurgen Ostendorp
+17038882907 or sales@oxygen-forensic.com

=====

Oxygen Forensics, Inc.

Tax ID 462223421 DUNS 078884550 CAGE 741G3

BANKING INFORMATION

Oxygen Forensics Inc.
909 N. Washington St, Suite 300
Alexandria VA 22314
United States

Tax ID - 46 2223421

Bank Name: J P Morgan Chase Bank
106 N Washington St, Alexandria, VA 22314

- Domestic Wires

Account number: 761075792

Routing number: 021000021

- International Wires

Account number: 761075792

BANK Swift: CHASUS33

(CHASUS33XXX)

Oxygen Forensics, Inc.

Tax ID 462223421

DUNS 078884550

CAGE 741G3

THIS IS NOT AN INVOICE

Contract Records		Order Details	
Account Number:	A-3428	Order #:	Q-350556
Customer:	Perkasie Borough Police Department (PA)	Valid Until:	4/23/2025
Effective Employee Count:	20		
Sales Rep:	Salesforce Administrator		

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

Payment Terms	
Payment Term:	Net 60
PO Number:	
Notes:	20-29 user tier

Subscription Service

April 2025

Item	Type	Start Date	End Date	Qty.	License Type	Total (USD)
PowerPolicy Professional Subscription	Recurring	4/23/2025	4/22/2026	29	User Count Based	\$4,567.82
A policy and compliance management platform that lets you create, edit, organize, and distribute content from a secure, cloud-based site. Included are key features such as automatic workflows, signature capture and tracking, side-by-side comparison, Public-Facing Documents, PowerDMS University, and Analytics for advanced reporting.						
Legacy Training Included	Recurring	4/23/2025	4/22/2026	29	User Count Based	\$0.00
A training solution that lets you create, deliver, and track training content online, including videos and PowerPoint presentations. It integrates with PowerDMS Select and Professional, giving you the ability to attach policies to training courses while ensuring version control. This is granted to legacy customers.						
PCPA Manual	Recurring	4/23/2025	4/22/2026	1	Quantity Based	\$0.00
View Standards Manual electronically.						
PowerSTANDARDS for PCPA Member <50 employees	Recurring	4/23/2025	4/22/2026	1	Quantity Based	\$550.00
Attach proofs to show compliance with PCPA Standard, assign assessment tasks, track revisions, and status-based grading.						
April 2025 TOTAL:						\$5,117.82
Total: 						\$5,117.82

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

Additional Terms and Conditions

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



t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245



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

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

Special Condition:

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

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

Signature: _____

Printed Name: _____

Title: _____

Date _____

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

**PERKASIE BOROUGH
RESOLUTION NO. 2025-10**

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL APPROVING THE AGREEMENT BETWEEN THE BOROUGH AND THOMAS BRUN AS IT RELATES TO THE SALE OF THE K-9 DOG, REVO, AND AUTHORIZING THE BOROUGH MANAGER AND THE BOROUGH COUNCIL PRESIDENT TO EXECUTE THE AGREEMENT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, Thomas Brun is a sworn police officer employed by the Perkasio Borough Police Department as the K-9 Officer and has been utilizing a German Shepherd dog named Revo; and

WHEREAS, Revo is approximately 11 years old and it has been recommended by the veterinarian that Revo retire, and Officer Brun has agreed to retire Revo as the K-9 dog; and

WHEREAS, the Borough and Officer Brun desire to enter into an Agreement as it relates to the sale of Revo to Officer Brun; and

WHEREAS, The Borough Council has determined that it is in the best interest of the Borough to approve the Agreement as it relates to the Sale of the K-9 Dog, Revo; and

WHEREAS, the Borough Council herein authorizes the Borough Manager and the Borough Council President to execute the Agreement between the Borough and Officer Brun.

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

1. Approval of Agreement. The Borough Council of Perkasio Borough herein approves the Agreement as it relates to the Sale of the K-9 Dog, Revo, to Officer Brun, which Agreement is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager and the Borough Council President to execute the Agreement as it relates to the Sale of the K-9 Dog, Revo, to Officer Brun, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted on the 3rd day of February, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

AGREEMENT
REVO

THIS AGREEMENT made and concluded this ____ day of _____, 2025, by and between the **BOROUGH OF PERKASIE**, a political subdivision of the Commonwealth of Pennsylvania maintaining a principal place of business in Perkasio, Pennsylvania (hereinafter referred to as "**BOROUGH**"), and **THOMAS BRUN**, an adult individual residing in Pennsburg, Pennsylvania (hereinafter referred to as "**BRUN**").

WITNESSETH:

WHEREAS, BRUN is a sworn police officer employed by the Perkasio Borough Police Department;

WHEREAS, BRUN has been serving for many years as the K-9 Officer for the Perkasio Borough Police Department and in furtherance of his assignment, he has been utilizing a German Shepherd dog whose name is Revo;

WHEREAS, Revo is approximately eleven (11) years old;

WHEREAS, the BOROUGH desires to sell and **BRUN** desires to purchase Revo from the **BOROUGH** all of which shall be in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. **SALE.** The **BOROUGH** agrees to sell Revo to **BRUN** for the total sum of One Dollar (\$1.00), it being understood that the modest consideration is because of the fact that due to his age, it is recommended by the veterinarian that Revo retire, and **BRUN** agreed to retire Revo as the K-9 dog. The consideration shall be paid at/or the time the ownership of the dog is transferred from the **BOROUGH** to **BRUN**. The One Dollar (\$1.00) shall be either paid in cash to the Chief of Police or by check from **BRUN** to the **BOROUGH OF PERKASIE**.

2. **VETERINARY EXPENSES.** The parties agree that the **BOROUGH** will set aside the sum of Two Thousand Dollars (\$2,000.00) to be available for **BRUN** for future veterinary expenses for Revo. In order to receive a reimbursement from the **BOROUGH, BRUN** shall submit the invoices received from a qualified and competent provider of veterinary treatment and

upon receipt, the **BOROUGH** will remit to **BRUN** the cost of the veterinary expenses. It is understood and agreed, however, that the limitation for veterinary expenses is Two Thousand Dollars (\$2,000.00). The **BOROUGH** shall have no further obligation to **BRUN** for veterinary expenses beyond the Two Thousand Dollars (\$2,000.00).

3. **REPRESENTATION.** The **BOROUGH** makes no representation to **BRUN** as to the medical condition of Revo and whether or not Revo will require additional veterinarian treatment in the future. **BRUN**, by executing this Agreement, agrees to assume all responsibility for Revo's care including veterinarian services, food, and the like. Furthermore, **BRUN** agrees to indemnify and save the **BOROUGH** harmless of any claims that may arise from the actions of Revo subsequent to the transfer of the ownership of Revo from the **BOROUGH** to **BRUN**.

4. To effectuate the transfer of ownership, the **BOROUGH** shall execute a Bill of Sale, a copy of which is attached hereto as Exhibit "A" effectuating the transfer of Revo to **BRUN**.

5. **MISCELLANEOUS.** This Agreement constitutes the entire Agreement between the parties and there are no other terms and conditions related to the transfer of ownership other than that which is set forth herein.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Attest:

PERKASIE BOROUGH

Borough Secretary

By: _____
JAMES RYDER, President
Borough Council of Perkasio Borough



THOMAS BRUN

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, THAT THE BOROUGH OF PERKASIE, a political subdivision of the Commonwealth of Pennsylvania, for and in consideration of the sum of **ONE DOLLAR (\$1.00)**, pursuant to an Agreement between the parties, to wit, paid by **THOMAS BRUN** at or before the signing of this Bill of Sale, the receipt whereof is hereby acknowledged, has granted, bargained, sold, and delivered, and by these presents, does grant, bargain, sell, and deliver unto the said **THOMAS BRUN** the K-9 dog known as Revo.

TO HAVE AND TO HOLD the said K-9 dog, Revo, unto the said **THOMAS BRUN**, its successors, and assigns, to and for its own proper use, benefit, and behoof forever.

IN WITNESS WHEREOF, the **BOROUGH OF PERKASIE** has hereunto set its hand and seal on the day and year written below.

Sealed and Delivered
In the Presence of:

BOROUGH OF PERKASIE

Date: _____

Date: _____

On the date of the above Bill of Sale, delivery of the K-9 dog, known as Revo mentioned above, was given by the **BOROUGH OF PERKASIE** to **THOMAS BRUN** in the presence of us.

On the _____ day of _____, 20____, before me, personally appeared, _____ who acknowledged the foregoing instrument to be and desired the same might be recorded as such, according to law.

WITNESS my hand and notarial seal.

Notary Public
My Commission Expires:



BOROUGH OF PERKASIO

INTER-OFFICE MEMORANDUM

DATE: January 31, 2025

TO: Borough Council and Mayor Hollenbach

FROM: Rebecca Deemer, Finance Director

SUBJECT: Fee Schedule Updates

There were errors in the approved 2025 Fee Schedule as listed below:

1. Section 1, Building Fees: Plumbing Permit fee was listed as \$88 instead of \$115.
2. Section 6, Park and Recreation Fees: Rotary Pavilion non-resident rate was listed as \$65 instead of \$95.

Attached is an updated 2025 Fee Schedule reflecting these changes.

RESOLUTION #~~2024-66-2025-11XX~~
CONSOLIDATED FEE SCHEDULE 2025

WHEREAS, the Borough of Perkasio charges fees for various services provided and applications made to the Borough; and

WHEREAS, Borough Council wishes to adopt a consolidated schedule of fees for these services;

NOW, THEREFORE, BE IT RESOLVED by the Borough Council of the Borough of Perkasio that the following consolidated schedule of fees is adopted for the year 2025, and shall remain in effect until further amended.

TABLE OF CONTENTS

1. Building Fees
2. Zoning Application Fees
3. Subdivision and Land Development Fees
4. Trash Fees
5. Pool Fees
6. Park and Recreation Fees
7. Event Fees
8. Transient Retail License Fees
9. Electric Service Fees
10. Public Works Service Fees
11. Police Department Service Fees
12. Publication Fees
13. Amusement Device Fees
14. Cable Television Fees
15. Delinquent Account Collection Fees
16. Stormwater Management Site Plan Schedule of Fees
17. Miscellaneous Fees
18. Professional Services

FEES

1. Building Fees

The applicant or owner submitting for a permit for any new construction, additions or major alterations shall pay the application fee of \$100 at the time of application. Any permits submitted for minor or emergency repairs, all fees will be collected in full at time of submission. In addition to application filing fees, the PA UCC state fee of \$4.50 (or as amended by the State) will be collected. Upon completion of any reviews, any monies not expended shall be refunded to the applicant. Conversely, fees in excess of what was collected will be charged to the applicant.

A. New Construction: Residential and Non-Residential including Additions, Garages and Accessory Buildings:

New buildings, Additions or Alterations not applicable to Section B:

Building Permits Fee

\$250 plus 17.25¢ per square foot of floor area or each fraction of floor area, up to and

including 100,000 sq. ft. Additional square footage over 100,000 sq. ft shall be 5¢ per sq. ft. or fraction thereof.

Minimum \$250

Plumbing Permit Fee

~~\$88-115.00~~ plus 6¢ per square foot of floor area or each fraction of floor area, up to and including 100,000 sq./ft. Additional square footage over 100,000 sq./ft. shall be 3¢ per sq./ft or fraction thereof.

Minimum \$115

Mechanical Permit Fee

\$62 plus 3¢ per square foot of floor area or each fraction of floor area, up to and including 100,000 sq./ft. Additional square footage over 100,000 sq./ft shall be 2¢ per sq./ft or fraction thereof.

Minimum \$62

Energy Permit Fee

\$52 plus 2.65¢ per square foot of floor area or each fraction of floor area, up to and including 100,000 sq./ft. Additional square footage over 100,000 sq. /ft shall be 1.5¢ per sq./ft or fraction thereof.

Minimum \$52

Electrical Permit Fee= calculations as applicable in Section V Below

Note: Square footage is defined as gross floor area of all floors within the perimeter of to outside walls, including basements, cellars, garages, roofed patios, breezeways, covered walkways and attics with floor-to-ceiling height 6'6" or more.

Construction Permit Fee= The sum of all Building, Plumbing, Mechanical, Energy, Electrical, Accessibility and Fire permits applicable to the project. (May include individual residential permit fees in Sections K through S)

Fees for partial projects shall be calculated as follows:

- a. Footing/Foundation: 10% of the Construction Permit Fee
- b. Shell only without Footing/Foundation 50% of the Construction Permit Fee
- c. Shell including Footing/Foundation 60% of the Construction Permit Fee
- d. Tenant fit-out or all remaining interior alterations shall be calculated at 40% of the Construction Permit Fee for the affected floor area.

B. Alterations and/or Renovations where floor area does not apply:

Alterations, renovations, repairs or modifications of existing buildings or structures where floor area does not apply (i.e. doors, windows, roofs, structural openings or beams, etc.) and includes non-residential demolition;

- a. \$305 plus \$28 for each \$1,000 of estimated construction value of alterations, renovations or modification certified by the permit applicant
- b. Minor Repairs with a total project value of less than \$2,000: \$75.00

- C. Tenant Fit-out:
Tenant fit-outs shall be calculated in accordance with Section I, item (d) listed above.
- D. Accessibility plan review and inspection
\$150 plus 7¢ per square foot of floor area or each fraction of affected floor area.
- E. Fire plan review and inspection:
\$150 plus 9.5¢ per square foot of floor area or each fraction of affected floor area.
- F. Certificate of Occupancy for change of ownership without change of use:
The following fees pertain to existing structures only and shall not be applied to new construction or any other fees specified in Section 1.
 - a. \$158 for the first 2,000 square feet plus \$24 per 1000 sq./ft thereafter (or fraction thereof).
- G. Certificate of Occupancy for change of use and/or non-certified occupancy:
Fees shall be calculated in accordance with Section I, item (d) listed above.
- H. Non-residential Swimming Pool: \$350 plus \$28 for each \$1,000 of construction value
- I. Pre-Manufactured Dwelling: \$500(Complete)
Shall bear an approved label identifying compliance to HUD requirements (Excludes habitable basements and/or structures not fabricated and constructed by the manufacturer in the factory)
- J. Modular Dwelling: \$650
Shall bear an approved label identifying compliance to UCC requirements (Excludes habitable basements and/or structures not fabricated and constructed by the manufacturer in the factory)

The following sections pertain to specific Residential projects

- K. Decks (uncovered): \$135 plus 26.5¢ per sq./ft of area.
- L. Wood Stoves: \$135
- M. Demolitions: Structures under 250 sq./ft: \$54
Structures over 250 sq./ft without a foundation: \$100
Structures with a foundation: \$200
- N. Swimming Pools: Above Ground: \$135 In-Ground: \$200
- O. Hot Tub/Spa: \$135

The following sections pertain to specific Residential projects only when the Municipality has amended the UCC

P. Accessory Structures under 1,000 square feet: \$135 plus 26.5C per sq./ft of area.

Q. Re-roofing / Re-siding: \$135

R. Replacement of HVAC equipment: \$135per unit

S. Minor repairs to plumbing system: \$135.00

T. Sewer Lateral Repair/ Replacement \$135.00 each

U. Water Service Replacement/ Repair: \$135.00each

V. Residential Plan Review (New) \$150/per submission

Residential Plan Review (Other) \$100/per submission

Non-Residential Plan Review (New) \$10.50 per 100 gross sq. ft. minimum \$650

Non-Residential Plan Review (Other) \$10.50 per 100 gross sq. ft. minimum \$360

W. Electrical Inspections and Plan Review

A. General Inspections

- | | |
|--------------------------------------|---------|
| 1. Rough Inspection | \$75.00 |
| Base Fee | \$ 0.50 |
| Cost per fixture | |
| 2. Final Inspection | \$75.00 |
| Base Fee | \$ 0.50 |
| Cost per fixture | |
| 3. Minor work less than 5 fixtures | \$75.00 |
| Rough and Final inspections included | |

B. Photovoltaic Modules

- | | |
|------------------------------------|-------------|
| First three Solar Modules | \$25.00each |
| Each additional module after three | \$18.00each |

All associated feeders, service, motors, etc., are calculated in accordance to the appropriate fee schedule section.

C. Sump Pumps \$75.00each

D. Fire Pump Controller \$75.00each

All associated feeders, service, motors, etc., are calculated in accordance to the Appropriate fee schedule section.

E. Service – Meter Equipment

- | | |
|----------------|----------|
| 100 amp | \$87.00 |
| 200 amp | \$104.00 |
| 400 amp | \$130.00 |
| 600 amp | \$175.00 |
| 800 amp | \$225.00 |
| 1000 amp | \$301.75 |
| 1200 amp | \$387.75 |
| Up to 1600 amp | \$474.00 |
| | \$734.00 |

Over 1600 amp	\$17.25
Each additional meter	
F. Feeders or Sub Panels	
100 amp	\$87.00
200 amp	\$104.00
400 amp	\$130.00
600 amp	\$175.00
800 amp	\$225.00
1000 amp	\$301.75
1200 amp	\$387.75
Up to 1600 amp	\$474.00
Over 1600 amp	\$734.00
Each additional 1,000 amps over 2,000 amps	\$366.00
G. Swimming Pools	
Pool Bonding	\$95.00
Wiring of Pump	\$95.00
Pennsylvania Pool Certification	\$388.00
H. Temporary Service	\$95.00
I. Signs with Electric	
First Sign	\$75.00
Each Additional Sign	\$14.00
J. Parking Lot Lighting	
Parking Lot Pole – First Pole	\$61.50
Each Additional Pole	\$14.00
K. Hard wired appliances such as Ranges, Cook tops, Dishwashers, Garbage Disposals, Baseboard Heating, Heat Pumps, Water Heaters and Air Conditioning	
Outlet for Single Unit 20KW, less than 1HP	\$61.50
Each Additional Unit for 20KW, less than 1 HP	\$14.00
L. Motors	
Up to 3/4 HP	\$17.25
Over 3/4 HP to 5 HP	\$34.50
Over 5 HP to 20 HP	\$61.50
Over 20 HP to 40 HP	\$115.00
Over 40 HP to 100 HP	\$156.00
Over 100 HP to 200 HP	\$200.00
Over 200 HP	\$200.00 plus \$50.00 for each 50 HP (or portion of) over 200
M. Generators, Welders, Furnaces	
Up to 50 KW	\$115.00
Over 50 KW to 100 KW	\$156.00
Over 100 KW to 150 KW	\$216.00
Over 150 KW to 300 KW	\$259.00
Over 300 KW to 500 KW	\$387.00
Over 500 KW to 575 KW	\$475.00
Over 575 KW to 1000 KW	\$647.00

Over 1000 KW \$647.00 plus \$50.00 for each 200 KW (or portion of) over 1000

N. Transformers, Vault, Enclosures, Substations

Up to 175 KVA	\$115.00
Over 175 KVA to 275 KVA	\$216.00
Over 275 KVA to 300 KVA	\$259.00
Over 300 KVA to 350 KVA	\$387.00
Over 350 KVA to 500 KVA	\$475.00
Over 500 KVA to 1000 KVA	\$647.00
Over 1000 KVA to 3000 KVA	\$820.00

Over 3000 KVA \$820.00 plus \$50.00 for each 200 KVA (or portion of) over 3000

O. Signaling Systems (burglar alarms, fire alarms, etc.)

For the First Device \$75.00

Every 5 devices (or fraction of) thereafter \$18.00

P. Reintroduction of Power \$135.00

Q. Modular and Mobile Homes

Modular Homes - Service and Outlets \$95.00

Mobile Homes - Service Including Feeder of Receptacles \$95.00

R. Real Estate Certification

Residential \$144.00

Commercial \$202.00

S. Plan Review

20% of the above inspection fees added to the total

Minimum Residential \$50.00

Minimum Commercial \$125.00

T. Permit Voided - Issued permit voided

\$50.00

U. Building Code (UCC) Appeal

\$500.00 basic fee plus \$1,000 escrow (for costs above \$500)

2. Zoning Application Fees

Residential Construction

Single Family Dwelling	\$200.00
Multi Family (per unit)	\$200.00 each unit
Addition/Alteration	\$100.00
Accessory Structures	\$100.00

Non-Residential Construction

New Construction	\$500.00
Addition/Alteration	\$250.00
Accessory Structure	\$250.00

Sign Permits

Up to six square feet	\$125.00
Over six square feet	\$200.00
Temporary Sign	\$50.00

Request for Zoning Change \$1,000 + escrow

Home-Based Occupation Permit \$100.00

No Impact Home-Based Occupation Permit \$25.00

Zoning Determination Fee \$125.00

Use & Occupancy Permit \$150.00

Zoning Hearing Board

Zoning Hearing Board Fees for a Variance/Special Exception/Interpretation of Law

Residential use	\$1,000
Non-residential use	\$1,250

Postponement-(caused or request by applicant) \$500.00

Conditional Use Application \$800.00 plus \$2,500 escrow

3. SUBDIVISION AND LAND DEVELOPMENT FEES

The applicant or owner submitting plans for a subdivision or land development shall pay the following application filing fees at the time of application and plan submission. In addition to application filing fees, the applicant shall be required to furnish an escrow fund to pay for the professional fees and other costs incurred in reviewing the plans and processing the application. The applicant or owner also agrees to an additional 10% for engineering, legal and other services rendered to the Borough in connection with the project which will be included in the total cost. Upon completion of the review, whether the application is approved or rejected, any monies not expended in the review shall be refunded to the applicant. Conversely, fees in excess of the escrow fund will be charged to the applicant.

PRELIMINARY PLANS

Preliminary Lot Line Change \$300 application fee + \$1,000 escrow

Preliminary Minor Subdivision/ Land Development (2 lots) \$500 application fee + \$1,000 escrow

Preliminary Major Subdivision/Land Development (3+ lots) \$1,000 application fee + \$100 per lot + \$5,000 escrow

FINAL PLAN SUBMISSION

Lot Line	No additional charge if filed within one year after preliminary approval. Otherwise same as preliminary	
Minor Subdivision/Land Development (2 lots)	\$500 application fee + replenish escrow account to full amount (\$2,000)	
Non-Residential Land Development	\$500 application fee +replenish escrow account to full amount (\$500) if filed within one year after preliminary plan approval.	
	Otherwise same as preliminary land development	
Major Subdivision/Land Development (3 lots)	\$500 application fee + replenish escrow account to full amount (\$7,500)	
Waiver of Land Development	\$500 application fee + replenish escrow account to full amount (\$2,000)	
Grading/Drainage Permit	Application Fee	\$ 100.00
	Professional Services Escrow	\$1,200.00
Plan of Substitution	N/A	
Stormwater Management	See Item # 16	
Park and Recreation Impact Fee	\$1,500 per dwelling unit	

4. TRASH FEES

Trash & Recycling Annual Fee \$50.00

Regular Trash

Disposal containers are to be plastic “Perkasie Borough” trash bags at the cost of:

(1)	Large bags	\$4.75
(2)	Small bags	\$3.75
(3)	Small gusseted bag	\$4.00
(4)	Trash toter service (64 gallon)	\$87.50 per quarter

Recycling

Replacement fee for Hang Tags \$5.00

Large Trash Items

Large trash items (excluding all items that contain freon) \$10.00

These "fee for collection" items include the following, and other similar large items:

Washing Machines	Wood Stoves	Riding Lawn Mowers
Dryers	Trash Compactors	Dishwashers
Hot Water Heaters	Air Compressors	Microwave Ovens
Humidifiers	Electric Generators	Ice Boxes
Stoves (gas or electric)	Snow Blowers	Furniture

Waste Hauler Permit Fee \$100.00

Trash Certification Fee \$ 20.00

5. POOL FEES

Memberships

Membership Fees-Individual

Individual-Age 14 and older \$135.00

Non-Resident Surcharge \$ \$83.00

Membership Fees-Family

Family includes any adults and dependent children (age 18 and younger) residing in one household year-round.

\$10 Discount for 2 family members

Per Person fee for 3+ members	Resident	\$73.00
	Non-Resident	\$94.00

Membership Type	Early Bird	Early Bird	After March 31 st	After
	Resident	Non-Resident	Resident	March 31 st Non-Resident
Individual	\$132.50	\$215.50	\$ 135	\$ 218
2 Family	\$ 255	\$ 421	\$ 260	\$ 426
3 Family	\$ 328	\$ 515	\$ 333	\$ 520
4 Family	\$ 401	\$ 609	\$ 406	\$ 614
5 Family	\$ 474	\$ 703	\$ 479	\$ 708
6 Family	\$ 547	\$ 797	\$ 552	\$ 802
7 Family	\$ 620	\$ 891	\$ 625	\$ 896
8 Family	\$ 693	\$ 985	\$ 698	\$ 990
9 Family	\$ 766	\$1,079	\$ 771	\$ 1,084
10 Family	\$ 839	\$ 1,173	\$ 844	\$1,178
Senior	\$71.50	\$ 161	\$73	\$ 172
PAC Full Membership	\$ 132.50	\$ 215.50	\$ 135	\$ 218
PAC Club Membership	\$102.00	\$ 125	\$ 104	\$ 135

Borough Employee and Family \$ 0.00

Borough Council and Family \$ 0.00

Activity Fees

Everybody Swims Program \$ 0.00
(A free learn to swim program for 3rd graders that live in Perkasio
Borough.) (A limit of 100 open slots per season.)

Group Lessons
Member Swimming Lessons \$90
Non-members \$125

AM Tot Splash
Daily Drop In Member: Free
Non-Member: \$10.00

Member Private Lessons \$180
Non-member
8 30-Minute Lessons \$ 210

30 Minutes Individual Private Swim Lesson \$30 members/ \$55 non-members
Lesson Instructor Training Class \$35 members/ \$50 non-members

Water Walking & Lap Swimming:

Member \$ 0.00
Non-Member walk-in \$10.00

Aqua Zumba: Member \$ 4.00
Non-Member \$10.00

Sunrise Yoga: Member \$ 4.00
Non-Member \$10.00

Doggie Dip: Registration for Dog \$10.00
Guests (14 and over) \$ 4.00

Daily Admission

Monday - Friday

General Admission 18 years and older \$20.00
Child (3-17) or Senior (age 62+) \$15.00

2nd Street Pool - (0-6 years old) \$ 0.00
Menlo Aquatics Center Members \$ 0.00

Guest of Season Member

Adult (Age 18 and older) \$15.00
Child (3-17) or Senior \$10.00

Saturday and Sunday

General Admission 18 years and older \$31.00
Child (Age 3-17) \$21.00

Guest of Season Member

Adult (Age 18 and older) \$20.00
Child (3-17) or Senior \$15.00

Twilight (after 5:00 p.m.)

Adult Weekday \$ \$10.00
Child or Senior Weekday \$ 8.00
Adult Guest of a Member – Weekday \$ 8.00
Child or Senior Guest of a Member – Weekday \$ 5.00
Adult Weekend \$16.00
Child or Senior Weekend \$11.00
Adult Guest of Member Weekend \$10.00
Child or Senior Guest of Member Weekend \$ 8.00
Replacement charge for lost member passes \$ 10.00

Party Fees

Menlo Party Package

	Members	Non-Members	Notes
Base Fee	\$225	\$325	Base fee includes reserved picnic tables, 3-hour party, staff assistance, paper products, and up to 10 party guests

Any number of guests over 10 require an additional per person fee: \$10 per adult guest \$8.00 per child guest

Non-refundable deposit (50% of base fee) due at time of reservation. Max of 30 total party guests. Create your own party package with food options available through Menlo for additional per person fee. Party Guest list, finalized food order, and final payment due one week prior.

Kulp Splash Party

Members or Borough Resident \$110
Non-Members or Non-Residents \$150

Includes 2-hour wading pool use with lifeguard and 4 hours Kulp Pavilion use. Max of 20 children.

After hours Party

Applicant must be a Menlo Member or Perkasio Borough resident.
\$20 per person, minimum of 40 guests, maximum of 100, request due 45 days prior, \$500 non-refundable deposit required after request is approved by Perkasio Borough Council, must provide certificate of insurance for General Liability Insurance, party guest list, and submit final payment one week prior.

6. PARK AND RECREATION FEES

Fees are for a 4-hour flexible time period.

Pavilion	Park	Boro Resident	Non-Resident	Non-Profit	Electric Key
Skate Park	Lenape	\$65	\$95	\$45	
Rotary	Lenape	\$65	\$65 <u>\$95</u>	\$45	
Twin Bridges	Lenape	\$80	\$105	\$55	
Kulp	Kulp	\$55	\$80	\$40	
Lions	Menlo	\$80	\$105	\$55	

Rentals may purchase an additional 4 hour time period for anything over.

Team Facility Rentals

\$125 per team per season, \$25 key deposit if access to storage shed is needed. (Deposit must be cash or separate check, 2 weeks in advance)
 Up to 3 days per week
 Any additional days are additional \$30 per season

Seasons – Spring: Mar, Apr, May; Summer: June, July August; Fall: Sept., Oct., Nov.

Kulp Field Lights

\$50 per season
 \$25 key deposit if electric is needed (Deposit must be cash or separate check, 2 weeks in advance.)

Individual Facility Rental

May rent for multiple time blocks

Facility	Allotted Time Block	Resident	Non-Resident
Pickleball Court	1 Hour	\$25.00	\$30.00
Tennis Court	2 Hours	\$25.00	\$30.00
Basketball Court	3 Hours	\$50.00	\$60.00
Baseball/Softball Field	3 Hours	\$50.00	\$60.00

All Park Event Permits

(see Event Fees for events Held on Borough Streets)

Non-Profit event permit base fee \$50
 For Profit event permit base fee \$100.00

All permits must be submitted 45 days in advance.

Base Fee covers one date; additional \$10 per date fee if multiple dates on one permit
 Electric Key required for park events needing electric \$25 key deposit

Firework Permits \$100.00

Community Garden Plots \$25

*As part of the Borough’s recreation offerings, local businesses, contractors and individuals interested in running park and recreation programs at Borough parks and facilities can contact our Parks and Recreation Department directly. Interested parties are offered a percentage of program revenue.

7. EVENTS FEES

(a) BOROUGH SPONSORED EVENTS

FARMERS MARKET

Full Season \$220 {single space}/ \$300 {double space}
 Half Season \$ 165
 Drop in/ weekly \$30

UNDER THE STARS CAR SHOW

Food Vendor \$200
 Craft/ Service/ Commercial Vendor \$30
 Exhibitor entry fee \$15 {advance), \$ \$25 {day-of)

FALL FESTIVAL

Food Vendor \$200
 Craft/ Service/ Commercial Vendor \$50

AMERICA'S OLDEST TREE LIGHTING

Food Vendor \$175

EARTH DAY/ OTHER COMMUNITY EVENTS:

Food Vendor \$100
 Craft / Service / Commercial Vendor \$ 30

(b) THIRD PARTY SPECIAL EVENT FEES (for events on Borough streets)

*See PARKS & RECREATION FEES section for events in Borough park system

Event Permit Application Fee	For Profit	\$100.00	
	Non-Profit	\$ 50.00	
	Each Additional Day	\$ 10.00	
Road Barricades & Cones	Estimated 4hours Straight Time	Hourly Rate as listed in the	PUBLIC
		WORKS SERVICE FEES SECTION	
Trash & Recycling	Estimated 4 hours Straight Time	Hourly Rate as listed in the	
		PUBLIC WORKS SERVICE FEES SECTION	
Electric setup & breakdown	Estimated 8 hours Straight Time	Hourly Rate as listed in the	
		ELECTRIC DEPT. SERVICE FEES SECTION	

Crossing Guards	Hours Requested	Hourly Rate as listed in the POLICE DEPT. SERVICE FEES SECTION
Police Support	Hours Requested	Special Duty Rate as listed in the POLICE DEPT. SERVICE FEES SECTION
Transient Retail Vendor	Per for-profit vendor	Daily Rate as listed in the TRANSIENT RETAIL LICENSE FEE SECTION
No Parking Signs	Per Sign	Fixed prices as listed in the POLICE DEPT. SERVICE FEES SECTION

Estimated fee per service is due at the time of permit approval. Perkasio Borough will provide an invoice when the permit application is approved detailing estimated fees. Perkasio Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

a) BLOCK PARTY FEES:

Block Party Permit Fee (Commercial & Residential): \$100

8. TRANSIENT RETAIL LICENSE FEES

One day	\$25.00
One calendar week or fraction thereof	\$75.00
One calendar month or fraction thereof	\$200.00
One calendar year or fraction thereof	\$400.00

9. ELECTRIC SERVICE FEES

Security deposit with electric heat	\$300.00
Security deposit without electric heat	\$200.00
Reconnection fee	
During normal business hours	\$100.00
After normal business hours	\$200.00
Reconnection Fee – CT rated service	
During normal business hours	\$300.00
After normal business hours	\$400.00
Limiter hook-up fee	\$50.00
Meter Test Fee	\$25.00
Duplicate tenant electric bills sent to landlord	\$15.00/account

Renewal fee for each account \$5.00

Late Payments for Electric: Electric bills which are not paid by the due date are subject to late payment charges applied monthly as follows: 5% for any outstanding balance.

Final Meter Certification Fee	\$25.00
Temporary electric installation: min. charge	\$25.00
Install new electric service to subdivisions	\$2,500/Lot
Install street lights in subdivisions	\$3,800/Each

Cost of electric per lot:	
Secondary underground electric	per lot \$750.00
Primary underground electric	per lot \$750.00
Transformer and fiberglass pad	per lot \$1,000.00

Cost of LED street lights:	
Concrete base	\$ 400.00
Aluminum pole	\$1,500.00
LED fixtures	\$ 900.00
Labor	\$ 400.00

<u>Labor</u> Straight Time	\$80.00
Overtime	\$115.00
Double time	\$160.00

Equipment Rental – Per Hour

Line Truck	\$260.00
Bucket Truck	\$250.00
Chipper	\$100.00
Air Compressor	\$100.00
Pick-up truck	\$100.00
Dump Truck-1-Ton	\$150.00

Material: Actual cost {20% may be added for handling}.

Contracted Services: All contracted services will be billed out at actual costs plus 10%. (The 10% is based on scheduling, reviewing work and administrative costs.)

Customer Generated Electrical Service

Installation of net meter	\$375.00
Administrative fee	\$ 50.00
First inspection fee	\$125.00
Annual reinspection	\$ 35.00

Pole Attachment Fees

Application Fee: For new Attachments	\$35.00	Per Pole
Audit Fee:	\$35.00	Per Pole
Make Ready Engineering Fee:	TBD	To be provided for Each Permit Request based on level of effort.

Annual Attachment Fee per Pole

Date

Year2022	\$29.00
Year2023	\$29.50
Year2024	\$30.00
Year2025	\$30.50
Year2026	\$31.00
Year2027	\$31.50
Year2028	\$32.00
Year2029	\$32.50
Year2030	\$33.00

Each Renewal Term \$0.50/year increase thereafter

Other Fees

Unauthorized Attachment	\$35.00/pole
Fee Storm Restoration Fee	\$100.00/pole

10 PUBLIC WORKS SERVICE FEES

<u>Labor</u> Straight Time	\$ 55.00
Overtime	\$ 80.00

Equipment Rental – Per Hour

Backhoe	\$ 150.00
Refuse Truck	\$ 170.00
Dump Truck-1 Ton	\$ 150.00
Mower	\$ 65.00
Leaf Vacuum	\$ 70.00
Black Top Roller	\$ 100.00

Material: Actual cost (10% may be added for handling).

Contracted Services: All contracted services will be billed out at actual costs plus 10%. (The 10% is based on scheduling, reviewing work and administrative costs.)

11. POLICE DEPARTMENT SERVICE FEES

Special duty: Shall be billed at 2 times the officer's hourly rate plus applicable taxes and benefits.

No Parking Signs:	\$ 2.25
Use of Police Vehicle – Per Hour	\$20.00
Use of Crossing Guard	\$18.13- \$19.77/hr.

12. PUBLICATION FEES

Zoning Ordinance	\$20.00
Subdivision and Land Development Ordinance	\$15.00
Comprehensive Plan	\$15.00
Building Codes	Cost + Postage + 10%

13. AMUSEMENT DEVICE FEES

First device	\$65.00	
Each additional device permitted under the same application	\$25.00	\$25.00
Each and every re-inspection necessitated in a license year	\$25.00	

14. CABLE TELEVISION –(Pursuant to Ordinance 744)

Filing Fee – Section C-2(f)	\$25.00
Penalty for non-compliance-Section D-2(d)	\$2,000 and reasonable attorney fees and court costs
Fine for violation of customer service standards Section E-2(d)	\$25.00 with reasonable attorney fee

15. CLAIMS, MUNICIPAL--Delinquent Account Collection Fees (pursuant to Ordinance #832)

- A. Preparation and filing of Municipal Liens: \$150.00
- B. Attorney's fees incurred in the collection of delinquent accounts including, but not limited to, District Justice and/or Common Pleas actions: \$125.00
- C. Additionally, the owner shall be responsible for all costs of collection in addition to attorney's fees including, but not limited to, filing fees and court fees as may be paid by the Borough.

16. STORMWATER MANAGEMENT SITE PLAN SCHEDULE OF FEES

- A. Filing Fee \$75.00
- G. Sump Pump Discharge & Permit \$250.00
 Connect to Borough storm sewer \$1,000.00
 Plus \$5.00 per foot, maximum \$1,000.00
 Bottomless Inlet Box

17. MISCELLANEOUS FEES

Alarm system registration \$ 10.00

Copies

- one sided \$.25
- two sided \$.50
- color copy \$1.00
- 8 ½ x14 copy \$.50
- 11x17 copy \$1.00

Oversize copies Actual cost to reproduce plus mileage
 (Land development, building or plot (IRS rate) to drive to copy center, plus employee
 plans) time to drive to/from facility at \$25 per hour

- Deed registration \$10.00
- Duplicate of Borough meetings \$20.00 per meeting
- Explosives Permit \$15.00
- False Alarms \$50.00
- Flood Plain Certification \$100.00 + cost of survey if necessary
- Inter-Municipal transfer of Liquor License Application Filing Fee \$600
- Military Banners \$150.00

Permit Fee: Circuses, Carnivals & Exhibitions	\$100.00
Pole attachment permit application	\$25.00
Police incident reports	\$15.00
Reproduction of photographs from police	\$25.00 fee per request plus \$1.00 Incidents/accidents per standard 3"x5" Photograph of \$8.00 per 8"x11" photograph
Return Check Charge	\$25.00
Sidewalk Permit (if sidewalk is installed without Borough being notified.)	\$75.00
Street Utility Cut Permits	\$175.00 Per 100 square feet of disturbance + additional \$25.00 for each additional 100 sq. ft. of utility cut
Street Maps	\$1.00
Tax Certification Fee	\$10.00
Zoning Maps	\$5.00 \$1.00 small

18. PROFESSIONAL SERVICES

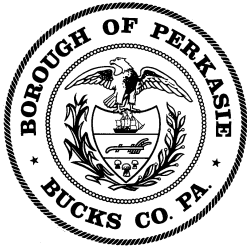
Solicitor	\$175/hour
Engineering Services/Gilmore Associates	
Principal Engineer	\$157/hour
Project Assistant	\$90/hour
Consulting Professional I-V	\$117-\$157/hour
Design Technician I-V	\$92-\$112/hour
Construction Rep. I-III	\$105-\$125/hour
Surveying Crew	\$185/hour

BE IT FURTHER RESOLVED, that this fee schedule supersedes and replaces all prior fee schedules adopted by Perkasio Borough Council.

RESOLVED this ~~16th~~3rd day of ~~December~~February, 2024~~5~~.

Attest: _____
Andrea L. Coaxum, Secretary

By: _____
James A. Ryder, Council President



BOROUGH OF PERKASIO

MEMORANDUM

DATE: January 27, 2025

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

FROM: Jeffrey Tulone, Public Works Director
Jeffrey Tulone

RE: Refuse Truck Repairs

At this time, I would like to ask Council to authorize an expenditure of \$34,000.00 from the 2025 Refuse Budget Line Item 05.427.250, Repair and Maintenance Services, due to unexpected repairs needed on two trucks in the Public Works Department. \$22,000.00 is needed to repair the engine in Truck #11, and \$12,000.00 is needed to replace the transmission in Truck #16. These two trucks run every day to collect refuse and recycling, so the repairs are essential to keep up with the services we provide to the Borough residents.

There is currently \$27,500.00 allocated in Line Item 05.427.250 for 2025, so, due to the size of the repairs needed so early in the year, and the fact that there will be additional expenses throughout the year in this same line item, I wanted to make Council aware of my concerns.



BOROUGH OF PERKASIE

MEMORANDUM

Date: February 3, 2025

To: Borough Council

From: *Harold Stone*
Harold Stone, Electric Superintendent

Subject: Sale of 2010 Ford F450 Dump Truck

I would like to request permission from Borough Council to sell the Electric Departments 2010 Ford F450 Dump Truck. This truck was scheduled to be replaced at the end of 2024. After searching similar vehicles on Municibid, I found the average sale price was \$10,000. The trade-in price we received from Sands Ford is \$16,000. I recommend we take the trade for \$16,000 when purchasing the new 2025 replacement F550 Dump Truck.

I attached 2 examples of vehicle listed on Municibid.

Please let me know if you have any question or concerns.

(#3)

2010 FORD F450 DUMP TRUCK W/ PLOW AND SPREADER

Listing Number: 69772576 | [Ventnor City, NJ US](#) | [Ventnor City Department of Public Works 1](#) [Seller's Other Auctions](#)

Bidding on this item has ended

Missed out on this deal?

Get Notified When New Deals Near You Are Listed!

Email

Zip Code

Submit

Unsubscribe Anytime



AUCTION ENDED:
Friday, November 15, 2024 3:24 PM ET
FINAL BID: \$11,000.00 BIDS: 58 Bids

[AUCTION DETAILS](#)

Starting Bid: \$3,000.00

Current Price: \$11,000.00

No Reserve

Buyer's Fee: 7.00%

[More info](#)

Start Date Saturday, November 2, 2024 8:00 AM ET

End Date Friday, November 15, 2024 3:24 PM ET

Bid History 58 Bid(s)

High Bidder F*****1

Page Views 1945

ITEM DESCRIPTION

2010 F-450 Dump Truck w/Plow and Salt Spreader

ADDITIONAL INFORMATION ON THIS AUCTION

Will item results be voted on	No
Will you ship this item	No Pickup only
In person item inspection information	Contact Patrick O'Brien, 609-289-6122, pobrien@ventnocity.org
Does it start	Yes
Is it drivable off the lot	Yes
Is it currently inspected	Unsure
Vehicle has a transferable title	Yes
Miles	62960
Year	2010
Make	Ford
Model	F-450

QUESTIONS/ANSWERS

Ask the seller a question about this auction.

⚠ You must be to ask and answer questions.

Q: "What motor is in truck?"
- Asked by #36074350 11/02/2024 09:13 AM

A: 6.4 Diesel
- Answered on: 11/04/2024 11:26 AM

Q: "ENGINE SIZE?????"
- Asked by #24308851 11/04/2024 08:12 AM

A: 6.4 Diesel
- Answered on: 11/04/2024 11:26 AM

Q: "What is the current condition of the truck and are there any known or suspected deficiencies?"
- Asked by #61905127 11/04/2024 09:49 PM

A: There are no engine lights on. There is a small oil leak coming from the oil pan.
- Answered on: 11/06/2024 01:21 PM

Q: "does this truck have central hydraulics?"
- Asked by #47572579 11/15/2024 03:49 PM

(#4)

2009 FORD F-450

Listing Number: 57497349 | Ciraopolis, PA US | Kennedy Township Road Department | [Seller's Other Auctions](#)

Bidding on this item has ended

Missed out on this deal?

Get Notified When New Deals Near You Are Listed!

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AUCTION ENDED:
Friday, June 30, 2023 11:00 AM ET
FINAL BID: \$8,500.00 BIDDING PAUSED
[Reserve Not Met](#)

AUCTION DETAILS

Starting Bid: \$2,000.00

Current Price: \$8,500.00

Reserve Price Not Met

Buyer's Fee: 9.00%

Start Date: Friday, June 16, 2023 11:00 AM ET

End Date: Friday, June 30, 2023 11:00 AM ET

Bid History: 19 Bid(s)

High Bidder: t*****1

Page Views: 1897

[More Info](#)

Custom ID	Truck 10
Will item results be voted on	Yes
Date of voting	Monday, July 10, 2023
Will you ship this item	No. Pickup only.
In person item inspection information	Can be seen Monday thru Friday 7am-3pm by appt. Please contact Justin at 412-477-4258
Pickup Location Details	Fairhaven Park 38 Fairhaven rd mckees rocks PA 15136
Does it start	Yes
Is it drivable off the lot	Yes
Is it currently inspected	Yes
Vehicle has a transferable title	Yes
Miles	91,048
VIN	1FDAF47Y09EA04776
Year	2009
Make	Ford
Model	F-450 SD
Trim Level	Regular Cab 4WD DRW
Body Style	CHASSIS AND CAB
Engine Type	6.8L V10 SOHC 30V
Transmission_short	No data

Sands Ford of Red Hill

602 Main St. (PA-29)

Red Hill, PA 18076

Phone: (215) 679-7911

SANDS



RED HILL

PURCHASER'S NAME Borough Of Perkasio SSN _____ DATE 1/23/2025
 PURCHASER'S ADDRESS 620 W Chestnut St. D/O/B _____ H. PHONE _____
 CITY, STATE & ZIP Perkasie PA 18944 LIC. NO. _____ W. PHONE 267-240-7090

PLEASE ENTER MY ORDER FOR THE FOLLOWING: NEW CAR USED TRUCK DEMO STOCK NO. order VEHICLE PRICE \$ 71850.00

YEAR MAKE MILEAGE
2025 Ford 3 Dejana Upfit \$ 32395.00

MODEL OR SERIES BODY TYPE
F550 Super Cab Chassis

COLOR TRIM
Race Red Vinyl

MOTOR SER NO ENG TYPE
6.7L Diesel

TO BE DELIVERED ON OR ABOUT SALESMAN
Mike Buck

IF A NEW VEHICLE SALE... The only warranties applying to this vehicle are those offered by the manufacturer. GAP INSURANCE ENVIRONMENTAL PROTECTION ITEMS \$
 IF USED VEHICLE SALE-CHECK APPROPRIATE BOX SECURITY \$
 AS IS: this Vehicle is sold "as is" by us. This motor vehicle is sold as is without any warranty. The purchaser will bear the entire expense of repairing or correcting any defects that presently exist or that may occur in the Vehicle. LESS REBATE (If Applicable) \$
 The only Dealer Warranty on this vehicle is the Limited Warranty which is issued with and made part of this order form. LESS TRADE-IN VALUE \$ 16000.00

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY
 "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."
 "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale."

TRADE-IN DESCRIPTION AND ALLOWANCE		
Yr. 2011 Make Ford Model F450		REGISTRATION FEE \$
Color Red		TITLE FEE \$
Serial No. 1FDUF4HY1BEA63384		NOTARY FEE \$
Trade-In Value \$ 16000.00		ENCUMBRANCE FEE \$
Less Balance Owed \$		LICENSE FEE \$
Net Trade-In Allowance \$ 0.00		ON LINE DEALER FEE \$
Balance Owed To:		ON LINE REGISTRATION FEE \$
Address:		PTA EXCISE TIRE TAX \$
Account No.:		PAYOFF ON TRADE \$
Info From Good Thru		TOTAL \$ <u>88245.00</u>
		DEPOSIT \$
		CASH DUE ON DELIVERY \$
		BALANCE TO FINANCE \$

I CERTIFY THE ODOMETER READING ON MY ABOVE TRADE READS _____ MILES. THE ODOMETER HAS HAS NOT EXCEEDED 100,000 MILES. SIGNATURE: _____

Deposit of \$ _____ is non-refundable unless customer and dealership are unable to secure financing for remaining balance.
 Signature _____

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, MADE BY THE SELLER HEREIN, OR THE MANUFACTURER, ON THE VEHICLE OR CHASSIS DESCRIBED ON THE FACE HEREOF EXCEPT IN THE CASE OF A NEW VEHICLE OR CHASSIS. THE PRINTED NEW VEHICLE WARRANTY DELIVERED TO PURCHASER WITH SUCH VEHICLE OR CHASSIS AND HEREBY MADE A PART HEREOF AS THOUGH FULLY SET FORTH HEREIN IS THE ONLY WARRANTY APPLICABLE TO SUCH NEW VEHICLE OR CHASSIS AND IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN THE CASE OF A USED VEHICLE OR CHASSIS. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY THEREON, IF ANY, SHALL BE DETERMINED SOLELY BY THE TERMS OF SUCH WARRANTY. ASK SALES PERSON FOR COPY OF COMPLETE WARRANTY.

THIS CONTRACT IS NOT BINDING UPON EITHER THE DEALER OR THE PURCHASER UNTIL SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE YOU. THE BUYER MAY CANCEL THIS CONTRACT AND RECEIVE A FULL REFUND ANY TIME BEFORE RECEIPT OF A COPY OF THIS CONTRACT SIGNED BY AN AUTHORIZED DEALER REPRESENTATIVE BY GIVING WRITTEN NOTICE OF CANCELLATION TO DEALER.

BUYER ACKNOWLEDGES THAT IF THIS BOX IS CHECKED, THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. BUYER HAS READ ALL PAGE _____ IT AND AGREES TO ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

Accepted By [Signature] Date 1/23/2025 Dealer Representative Date _____ Purchaser's Signature _____

"THANK YOU - WE APPRECIATE YOUR BUSINESS!"
 THE FRONT AND BACK OF THIS ORDER COMPRISE THE ENTIRE AGREEMENT AFFECTING THIS PURCHASE.
 IF A CREDIT SALE, REQUIRED INFORMATION CONTAINED ON A SEPARATE DISCLOSURE STATEMENT IS MADE A PART OF THIS FORM.

RESOLUTION NO. 2025-12

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE PERKASIE BOROUGH POLICE DEPARTMENT MEDIA PROTECTION POLICY – GENERAL ORDERS 5.3.8, AND AUTHORIZING THE BOROUGH POLICE CHIEF TO EXECUTE THE POLICY ON BEHALF OF THE BOROUGH OF PERKASIE

WHEREAS, the Perkasio Borough Police Department has provided the Borough of Perkasio with the Media Protection Policy – General Orders 5.3.8; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to implement the Perkasio Borough Police Department Media Protection Policy – General Orders 5.3.8.

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

1. Approval of Policy. The Borough Council herein approves the Perkasio Borough Police Department Media Protection Policy – General Orders 5.3.8, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Police Chief to execute the Perkasio Borough Police Department Media Protection Policy – General Orders 5.3.8, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 3rd day of February, 2025.

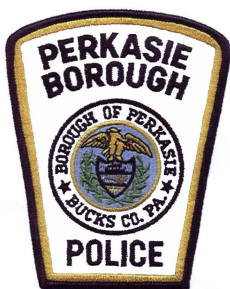
ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”



Perkasie Borough Police Department

Chapter:	Pennsylvania Legal Mandates	General Order:	5.3.8
Section:		Effective Date:	
Title:	Media Protection Policy	Issued Date:	
Issued By:	Robert A. Schurr, Chief of Police	Revision Date:	
Replaces:	All Previous General Orders Relative to Subject		
Distribution:	All Members		
Pennsylvania Accreditation References:			

I. PURPOSE

The intent of the Media Protection Policy is to ensure the protection of the Criminal Justice Information (CJI) until such time as the information is either released to the public via authorized dissemination (e.g. within a court system or when presented in crime reports data), or is purged or destroyed in accordance with applicable record retention rules.

This Media Protection Policy was developed using the FBI's Criminal Justice Information Services (CJIS) Security Policy 5.1 dated 7/13/2012. The Perkasie Borough Police Department may complement this policy with a local policy; however, the CJIS Security Policy shall always be the minimum standard. The local policy may augment, or increase the standards, but shall not detract from the CJIS Security Policy standards.

II. POLICY

It is the policy of the Department that all officers follow the guidelines of this policy when dealing with subjects in police custody.

III. PROCEDURE

- A. The scope of this policy applies to any electronic or physical media containing FBI Criminal Justice Information (CJI) while being stored, accessed, or physically moved from a secure location from the Perkasie Borough Police Department. This policy applies to any authorized person who accesses, stores, and/or transports electronic or physical

media. Transporting CJI outside the agency's assigned physically secure area must be monitored and controlled.

Authorized Perkasio Borough Police Department personnel shall protect and control electronic and physical CJI while at rest and in transit. The Perkasio Borough Police Department will take appropriate safeguards to protect CJI and limit potential mishandling or loss while it is being stored, accessed, or transported. Any inadvertent or inappropriate CJI disclosure and/or use will be reported to the Perkasio Borough Police Department Local Agency Security Officer (LASO). Procedures shall be defined for securely handling, transporting, and storing media. Media Storage and Access:

B. MEDIAL STORAGE AND ACCESS

1. Controls shall be in place to protect electronic and physical media containing CJI while at rest, stored, or actively being accessed. "Electronic media" includes memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card. "Physical media" includes printed documents and imagery that contain CJI.
2. To protect CJI, the Perkasio Borough Police Department personnel shall:
 - a. Securely store electronic and physical media within a physically secure or controlled area. A secured area includes a locked drawer, cabinet, or room.
 - b. Restrict authorized individuals' access to electronic and physical media.
 - c. Ensure that only authorized users remove printed forms or digital media from the CJI.
 - d. Physically protect CJI until media end of life. End-of-life CJI is destroyed or sanitized using approved equipment, techniques, and procedures.
(See Sanitization Destruction Policy)
 - e. Not use personally owned information system to access, process, store, or transmit CJI unless the Perkasio Borough Police Department has established and documented the specific terms and conditions for personally owned information system usage. (See Personally Owned Device Policy)
 - f. Not utilize publicly accessible computers to access, process, store, or transmit CJI. Publicly accessible computers include but are not limited to: hotel business center computers, convention center computers, public library computers, public kiosk computers, etc.
 - g. Store all hardcopy CJI printouts maintained by the Perkasio Borough Police Department in a secure area accessible to only those employees whose job functions require them to handle such documents.
 - h. Safeguard all CJI by the Perkasio Borough Police Department against possible misuse by complying with the Physical Protection Policy, Personally Owned Device Policy, and Disciplinary Policy.
 - i. Take appropriate action when in possession of CJI while not in a secure area:
 - (1.) CJI must not leave the employee's immediate control. CJI printouts cannot be left unsupervised while physical controls are not in place.

(2.) Precautions must be taken to obscure CJI from public view, such as by means of an opaque file folder or envelope for hard copy printouts. For electronic devices like laptops, use session lock use and /or privacy screens. CJI shall not be left in plain public view. When CJI is electronically transmitted outside the boundary of the physically secure location, the data shall be immediately protected using encryption.

(a) When CJI is at rest (i.e. stored electronically) outside the boundary of the physically secure location, the data shall be protected using encryption. Storage devices include external hard drives from computers, printers, and copiers used with CJI. In addition, storage devices include thumb drives, flash drives, backup tapes, mobile devices, laptops, etc.

(b) When encryption is employed, the cryptographic module used shall be certified to meet FIPS 140-2 standards.

j. Lock or log off the computer when not in the immediate vicinity of the work area to protect CJI. Not all personnel have the same CJI access permissions and need to keep CJI protected on a need-to-know basis.

k. Establish appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of CJI. (See Physical Protection Policy)

C. MEDIA TRANSPORT

1. Controls shall be in place to protect electronic and physical media containing CJI while in transport (physically moved from one location to another) to prevent inadvertent or inappropriate disclosure and use. "Electronic media" means electronic storage media including memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, backup medium, optical disk, flash drives, external hard drives, or digital memory card.

a. Dissemination to another agency is authorized if:

(1.) The other agency is an Authorized Recipient of such information and is being serviced by the accessing agency, or

(2.) The other agency is performing personnel and appointment functions for criminal justice employment applicants.

b. The Perkasio Borough Police Department shall:

(1.) Protect and control electronic and physical media during transport outside of controlled areas.

(2.) Restrict the pickup, receipt, transfer, and delivery of such media to authorized personnel.

- c. The Perkasio Borough Police Department personnel will control, protect, and secure electronic and physical media during transport from public disclosure by:
 - (1.) Use of privacy statements in electronic and paper documents.
 - (2.) Limiting the collection, disclosure, sharing and use of CJI.
 - (3.) Following the least privilege and role-based rules for allowing access. Limit access to CJI to only those people or roles that require access.
 - (4.) Securing hand-carried confidential electronic and paper documents by:
 - (a.) Storing CJI in a locked briefcase or lockbox.
 - (b.) Only viewing or accessing the CJI electronically or document printouts in a physically secure location by authorized personnel.
 - (c.) For hard copy printouts or CJI documents:
 - i. Package hard copy printouts in such a way as to not have any CJI information viewable.
 - ii. That are mailed or shipped, the agency must document procedures and only release them to authorized individuals. DO NOT MARK THE PACKAGE TO BE MAILED CONFIDENTIAL. Packages containing CJI material are to be sent by method(s) that provide for complete shipment tracking and history, and signature confirmation of delivery.
 - (5.) Not taking CJI home or when traveling unless authorized by The Perkasio Borough Police Department LASO. When disposing of confidential documents, use a shredder.

D. ELECTRONIC MEDIA SANITIZATION AND DISPOSAL

- 1. The agency shall sanitize, that is, overwrite at least three times or degauss electronic media prior to disposal or release for reuse by unauthorized individuals. Inoperable electronic media shall be destroyed (cut up, shredded, etc.). The agency shall maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies shall ensure that sanitization or destruction is witnessed or carried out by authorized personnel. Physical media shall be securely disposed of when no longer required, using formal procedures. For end-of-life media policy, refer to "Sanitization Destruction Policy".

E. BREACH NOTIFICATION AND INCIDENT REPORTING:

- 1. The agency shall promptly report incident information to appropriate authorities. Information security events and weaknesses associated with information systems shall be communicated in a manner that allows timely corrective action to be taken. Incident-related information can be obtained from a variety of sources including, but not limited to, audit monitoring,

network monitoring, physical access monitoring, and user/administrator reports.

F. ROLES AND RESPONSIBILITIES:

1. If CJI is improperly disclosed, lost, or reported as not received, the following procedures must be immediately followed:
 - a. Perkasio Borough Police Department personnel shall notify his/her supervisor or LASO, and an incident report form must be completed and submitted within 24 hours of the discovery of the incident. The submitted report is to contain a detailed account of the incident, events leading to the incident, and steps taken/to be taken in response to the incident.
 - b. The supervisor will communicate the situation to the LASO to notify them of the loss or disclosure of CJI records.
 - c. The LASO will ensure the CSA ISO (CJIS System Agency Information Security Officer) is promptly informed of security incidents.
 - d. The CSA ISO will:
 - (1.) Establish a security incident response and reporting procedure to discover, investigate, document, and report to the CSA, the affected criminal justice agency, and the FBI CJIS Division ISO major incidents that significantly endanger the security or integrity of CJI.
 - (2.) Collect and disseminate all incident-related information received from the Department of Justice (DOJ), FBI CJIS Division, and other entities to the appropriate local law enforcement POCs within their area.
 - (3.) Act as a single POC for their jurisdictional area for requesting incident response assistance.

G. PENALTIES:

1. Violation of any of the requirements in this policy by any authorized personnel will result in suitable disciplinary action, up to and including loss of access privileges, civil and criminal prosecution and/or termination.

H. ACKNOWLEDGEMENT:

I have read the policy and rules above and I will:

- Abide by the Perkasio Borough Police Department's Media Protection Policy. I understand any violation of this policy may result in discipline up to and including termination.
- Report any Perkasio Borough Police Department CJI security incident to the Supervisor and/or LASO as identified in this policy.

I. QUESTIONS:

Any questions related to this policy may be directed to the Perkasio Borough Police Department's LASO:

LASO Name:	LASO Phone:	LASO email:
State C/ISO Name:	C/ISO Phone:	C/ISO email:

Other Related Policy Reference:

- See Media Sanitization and Destruction Policy
- Media Disposal Policy
- Physical Protection Policy

By order of:



Robert A. Schurr, *Chief of Police*

Approved: