

## PERKASIE BOROUGH COUNCIL

### Agenda for Council Committee Meeting of March 3, 2025

1. Meeting Convenes at 7:00 PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Public Forum
5. President’s Remarks
6. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
7. 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
8. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Randy Faulkner, Dave Weaver, Dave Worthington
  - A. Update on Construction Progress – Constitution Square
9. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Robin Schilling
10. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
  - A. Consider Resolution #2025-14 – Records Disposition for 2025
11. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Randy Faulkner, Jim Ryder, Robin Schilling
  - A. Consider Resolution #2025-15 – Escrow Release – Order of Owls Grading Project
  - B. Consider Resolution #2025-16 – Escrow Release – 431 Juliana Way Grading Project
  - C. Consider Resolution #2025-17 – Escrow Release & Release of 18-Month Maintenance Bond – Hidden Meadow Subdivision
  - D. Consider Resolution #2025-18 – Greenways, Trails & Recreation Grant Agreement for Kulp Park Baseball Field Project
12. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Randy Faulkner, Steve Rose, Dave Weaver
  - A. Consider Special Event Permit Application – Pennridge Little League Opening Day Parade
13. Public Safety Committee Meeting, Councilors: Randy Faulkner (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
14. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Worthington
15. Youth Councilor Report
16. Other Business
17. Executive Session
18. Public Forum
19. Press Forum
20. Adjournment

**Next Meeting: Monday, March 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](mailto:admin@perkasieborough.org). The agendas and Perkasio Borough Council meeting packets are both available on the Borough’s website at [www.perkasieborough.org](http://www.perkasieborough.org).

**RESOLUTION #2025-14  
RECORD DISPOSITION**

Resolved by the Council of the Borough of Perkasio, that

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

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

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

| <u>DOCUMENT</u>                                | <u>RANGE OF DATES</u> |
|--|-----------------------|
| Administrative and Legal Records               |                       |
| Bids & Proposals                               | 2010 & Prior          |
| Council Packets (Paper Copy)                   | 2018 & Prior          |
| Proof of Publications & Public Hearing Notices | 2014 & Prior          |
| Right to Know Requests                         | 2022 & Prior          |
| Statements of Financial Interest               | 2019 & Prior          |
| Transient Retail Permits                       | 2021 & Prior          |
| Payroll Records                                |                       |
| Payroll Timesheets                             | 2017 & Prior          |
| Quarterly Payroll Tax Reports                  | 2017 & Prior          |
| Park and Recreation Reports                    |                       |
| Menlo Pool Daily Activity Reports              | 2017 & Prior          |
| Menlo Pool Employment Applications             | 2017 & Prior          |
| Menlo Pool Emergency Action Plan               | 2017 & Prior          |
| Menlo Pool Memberships                         | 2017 & Prior          |
| Menlo Pool Waivers                             | 2017 & Prior          |
| General Financial and Purchasing Records       |                       |
| Accounts Payable Check Registers               | 2017 & Prior          |
| Electric Payment Receipts                      | 2017 & Prior          |
| General Electric Billing                       | 2017 & Prior          |
| General Fund Daily Receipts                    | 2017 & Prior          |
| Invoices                                       | 2017 & Prior          |
| Receivables                                    | 2017 & Prior          |

THIS RESOLUTION WAS DULY ADOPTED by the Perkasio Borough Council on the 3<sup>rd</sup> day of March, 2025.

**ATTEST:**

**BOROUGH OF PERKASIE:**

By: \_\_\_\_\_  
Andrea Coaxum, Secretary

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

**PERKASIE BOROUGH  
RESOLUTION NO. 2025-15**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL  
AUTHORIZING THE RETURN OF THE GRADING PERMIT ESCROW  
IN THE AMOUNT OF \$792.37 FOR THE ORDER OF OWLS NEST POLE  
BARN PROJECT LOCATED AT 602 ELM AVENUE AND  
AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON  
THE GRADING PERMIT ESCROW RELEASE AND CLOSE OUT OF  
THE ACCOUNT**

WHEREAS, the Order of Owls Nest (“Applicant”) received approval from the Borough for a grading permit for a pole barn project located at 602 Elm Avenue; and

WHEREAS, the grading permit is complete and the Grading Permit Escrow may be released.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkaspie, as follows, that the remainder of the Grading Permit Escrow for the Order of Owls Nest pole barn project located at 602 Elm Avenue shall be returned to the Applicant, upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees, and closed out.

IT IS FURTHER RESOLVED that the Borough Manager is hereby authorized to sign the Grading Permit Escrow Release and close out of the account.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkaspie Borough on the 3<sup>rd</sup> day of March, 2025.

**ATTEST:**

**BOROUGH OF PERKASIE:**

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

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

## Admin

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**From:** Cassandra Grillo  
**Sent:** Thursday, February 13, 2025 8:25 AM  
**To:** Finance; Heather Vanhorn  
**Cc:** Linda Reid; Andrea Coaxum; Admin  
**Subject:** FW: 602 Elm Avenue Billing

Good Morning,

The Grading Permit has been completed and all final bills for Doug have been paid. This escrow is good to be released.

Thank you,

**Cassandra L. Grillo, CZO**  
*Zoning Officer and Code Enforcement Administrator*  
**Borough of Perkasio**  
**620 West Chestnut Street**  
**P.O. Box 96**  
**Perkasie, PA 18944**  
**Phone: 215-257-5065**  
**Fax: 215-257-6875**  
**Website: [www.perkasieborough.org](http://www.perkasieborough.org)**

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**From:** Douglas Rossino <drossino@gilmore-assoc.com>  
**Sent:** Wednesday, February 12, 2025 6:01 PM  
**To:** Cassandra Grillo <cgrillo@perkasieborough.org>  
**Subject:** RE: 602 Elm Avenue Billing

Cassandra,  
Good evening. It is confirmed that you can close that project and release the escrow.



**Douglas C. Rossino, P.E., CME, M.ASCE, Senior Project Manager**  
**Gilmore & Associates, Inc.**

65 E. Butler Avenue, Suite 100, New Britain, PA 18901  
Main: 215-345-4330 | Direct: 267-337-6882

[www.gilmore-assoc.com](http://www.gilmore-assoc.com) | BUILDING ON A FOUNDATION OF EXCELLENCE

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**PERKASIE BOROUGH  
RESOLUTION NO. 2025-16**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL  
AUTHORIZING THE RETURN OF THE GRADING PERMIT ESCROW  
IN THE AMOUNT OF \$265.52 FOR THE DAVIS POOL PROJECT  
LOCATED AT 431 JULIANA WAY AND AUTHORIZING THE  
SIGNATURE OF THE BOROUGH MANAGER ON THE GRADING  
PERMIT ESCROW RELEASE AND CLOSE OUT OF THE ACCOUNT**

WHEREAS, Mr. Corey Davis (“Applicant”) received approval from the Borough for a grading permit for a pool project located at 431 Juliana Way; and

WHEREAS, the grading permit is complete and the Grading Permit Escrow may be released.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasia, as follows, that the remainder of the Grading Permit Escrow for the Davis pool project located at 431 Juliana Way shall be returned to the Applicant, upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees, and closed out.

IT IS FURTHER RESOLVED that the Borough Manager is hereby authorized to sign the Grading Permit Escrow Release and close out of the account.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasia Borough on the 3<sup>rd</sup> day of March, 2025.

**ATTEST:**

**BOROUGH OF PERKASIE:**

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

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

## Admin

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**From:** Cassandra Grillo  
**Sent:** Thursday, February 13, 2025 11:20 AM  
**To:** Finance  
**Cc:** Heather Vanhorn; Linda Reid; Andrea Coaxum; Admin  
**Subject:** 431 Julianna Way / Davis / Grading permit / Escrow Release

Good Morning Rebecca,

The Grading Permit has been completed and the escrow can be released for the above project. The remaining balance in the escrow as of today is \$265.52.

Let me know if you need anything else.

Thank you,

**Cassandra L. Grillo, CZO**

*Zoning Officer and Code Enforcement Administrator*

**Borough of Perkasio**

**620 West Chestnut Street**

**P.O. Box 96**

**Perkasie, PA 18944**

**Phone: 215-257-5065**

**Fax: 215-257-6875**

**Website: [www.perkasieborough.org](http://www.perkasieborough.org)**

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**From:** Douglas Rossino <drossino@gilmore-assoc.com>

**Sent:** Thursday, February 13, 2025 10:04 AM

**To:** Cassandra Grillo <cgrillo@perkasieborough.org>

**Subject:** RE: 431 Julianna Way.

Cassandra,

The project is complete and can be closed.



**Douglas C. Rossino, P.E., CME, M.ASCE, Senior Project Manager**  
**Gilmore & Associates, Inc.**

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

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**PERKASIE BOROUGH  
RESOLUTION NO. 2025-17**

**A RESOLUTION OF THE PERKASIE BOROUGH  
COUNCIL AUTHORIZING THE RELEASE OF THE  
FINANCIAL SECURITY FOR PHASES I AND II, THE  
REMAINDER OF MONEY LEFT IN THE PROFESSIONAL  
SERVICES ESCROW, AND RELEASE OF THE 18-  
MONTH MAINTENANCE BOND FOR THE HIDDEN  
MEADOW SUBDIVISION PROJECT (KRATZ TRACT)**

**WHEREAS**, CalAtlantic Group, Inc. (hereinafter referred to as “Developer”) provided the Borough of Perkasia with Financial Security for Phases I and II of the Hidden Meadow Subdivision Project, a Professional Services Escrow, and an 18-Month Maintenance Bond related to the Hidden Meadow Subdivision project in Perkasia, Pennsylvania, also known as Bucks County Tax Parcel No. 33-014-043; and

**WHEREAS**, Developer has completed all requirements associated with the 18-month maintenance period and requests the release of their Financial Security for Phases I and II, the remainder of money left in the Professional Services Escrow, and the release of their 18-Month Maintenance Bond; and

**WHEREAS**, Gilmore & Associates, Inc. has provided the Borough of Perkasia with a confirmation authorizing the release of the Financial Security for Phases I and II, the remainder of money left in the Professional Services Escrow, and the release of their 18-Month Maintenance Bond, upon confirmation that all newly installed plantings should have a one (1) year warranty that started in November 2024.

**NOW THEREFORE BE IT RESOLVED** by the Council of the Borough of Perkasia, as follows, that the Financial Security for Phases I and II, the remainder of money left in the Professional Services Escrow, and the 18-Month Maintenance Bond for the Developer’s Hidden Meadow Subdivision project, shall be returned to the Developer after payment of all invoices.

**IT IS FURTHER RESOLVED** that the Borough Manager is hereby authorized to release the Financial Security for Phases I and II, the remainder of money left in the Professional Services Escrow, and the 18-Month Maintenance Bond to the Developer.

**THIS RESOLUTION WAS DULY ADOPTED** by the Borough Council of Perkasio Borough on the 3<sup>rd</sup> day of March, 2025.

**ATTEST:**

**BOROUGH OF PERKASIE:**

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

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



JEFFREY P. GARTON  
DOUGLAS C. MALONEY  
THOMAS J. PROFY, IV\*†  
FRANCIS X. DILLON  
JOHN A. TORRENTE\*  
STEVEN M. JONES  
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SEAN M. GRESH  
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CHRIS LITTLE SIMCOX\*  
BRENDAN G. CORRIGAN^  
KIMBERLY N. BARRON  
CHLOE M. BOUDAZIN  
CHELSEY CROCKER JACKMAN  
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OF COUNSEL

HON. ROBERT O. BALDI (RET.)  
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KATHARINE J. WEEDER\*  
MARC I. RICKLES\*

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

February 25, 2025

VIA EMAIL

Andrea Coaxum, Borough Manager  
Perkasie Borough  
620 Chestnut Street  
P.O. Box 96  
Perkasie, PA 18944-0096

**Re: *Hidden Meadow Subdivision – Resolution  
(Maintenance Expiration and Release of Financial Security)***

Dear Andrea:

Attached please find a draft Resolution regarding the release of Financial Security for Phases I and II, any money left in the Professional Services Escrow, and release of the 18-month Maintenance Bond for the above project.

Please advise if you have any changes or corrections you would like me to make.

Very truly yours,

Jeffrey P. Garton

JPG:bcr

Attachment

cc: Douglas C. Rossino, P.E., CME, M.ASCE, Senior Project Manager  
Rebecca Deemer, Finance Director

**RESOLUTION NO. 2025-18**

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE GREENWAYS, TRAILS, AND RECREATION PROGRAM GRANT AGREEMENT AND AUTHORIZING THE BOROUGH MANAGER AND/OR THE PERKASIE BOROUGH COUNCIL PRESIDENT TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE**

**WHEREAS**, the Commonwealth of Pennsylvania, Commonwealth Financing Authority, has provided the Borough of Perkasia with a Greenways, Trails, and Recreation Program Grant Agreement; and

**WHEREAS**, the Borough Council has determined that it is in the best interest of the Borough to approve the Greenways, Trails, and Recreation Program Grant Agreement.

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

1. Approval of Agreement. The Borough Council herein approves the Greenways, Trails, and Recreation Program Grant Agreement, which is attached hereto as Exhibit "A" and incorporated by reference.
2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasia Borough Council President to execute the Greenways, Trails, and Recreation Program Grant Agreement, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 3<sup>rd</sup> day of March, 2025.

**ATTEST:**

**BOROUGH OF PERKASIE:**

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

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

# **EXHIBIT “A”**

**COMMONWEALTH OF PENNSYLVANIA  
COMMONWEALTH FINANCING AUTHORITY**

**GREENWAYS, TRAILS, AND RECREATION PROGRAM  
GRANT AGREEMENT**

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

**BOROUGH OF PERKASIE  
PO Box 96  
Perkasie PA 18944**

(the "Grantee").

**BACKGROUND:**

Section 2315(a.1)(1)(iv) of the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315), referred to by the Authority as Act 13, authorizes the Commonwealth Financing Authority to award grants to eligible applicants for planning, acquisition, development, rehabilitation and repair of greenways, recreational trails, open space, parks and beautification projects.

The General Assembly of the Commonwealth has appropriated funds to the Commonwealth Financing Authority 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 **TWO HUNDRED THOUSAND DOLLARS (\$200,000.00) AND NO CENTS-----** or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Grant shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

**ARTICLE II  
EFFECTIVE DATES**

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

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

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

**ARTICLE III  
PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES**

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Grant between **JANUARY 28, 2025** and **JUNE 30, 2028** (the "Grant Activity Period") as follows:

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

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

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

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

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

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

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

If the Grantee

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

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

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

(a) Liability Insurance:

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

(b) Other Liability Requirements:

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

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

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

(a) Compliance with State Statutes and Regulations:

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

(b) Commonwealth Standard Terms and Conditions:

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

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

(3) Nondiscrimination/Sexual Harassment.

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

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

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



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

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

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

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

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

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

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

- (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
  
  - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
  
  - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.
  
  - (B) Contractor Representations.

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

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

(7) Applicable Law and Forum.

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

(8) Right to Know Law.

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



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

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

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

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

(9) Offset.

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

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

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

(c) Compliance with Anti-Pollution Regulations:

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

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

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

If the Grantee:

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

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

the Grantee shall:

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

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

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

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

**ARTICLE VII  
INDEPENDENT CONTRACTOR**

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

**ARTICLE VIII  
INTEREST OF PARTIES AND OTHERS**

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

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

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

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

## **ARTICLE IX SUBCONTRACTS**

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

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

## **ARTICLE X BIDDING REQUIREMENTS**

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

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

## **ARTICLE XI RECORDS**

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

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

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

## **ARTICLE XII PROGRESS REPORTS**

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

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

## **ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE**

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

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

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

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

#### **ARTICLE XIV CONTRACT CLOSEOUT REQUIREMENTS**

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

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

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

#### **ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT**

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

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

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

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

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

#### **ARTICLE XVI TERMINATION OF THE CONTRACT**

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

#### **ARTICLE XVII ENTIRE AGREEMENT**

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

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

#### **ARTICLE XVIII AMENDMENTS AND MODIFICATIONS**

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

## **ARTICLE XIX SEVERABILITY**

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

## **ARTICLE XX CONSTRUCTION**

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

## **ARTICLE XXI NONWAIVER OF REMEDIES**

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

[Remainder of page left intentionally blank.]



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

WITNESS:

**BOROUGH OF PERKASIE**

For Authority signatures only



**Commonwealth Financing Authority**

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



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

“[Signature Affixed Electronically – see last page]”

Executive Director

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

For Commonwealth signatures only



**Approved as to Legality and Form**

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

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



**Commonwealth Financing Authority**  
Harrisburg PA, 17120

February 13, 2025

Andrea L. Coaxum, Borough Manager  
Borough of Perkasio  
PO Box 96  
Perkasie, PA 18944

RE: Greenways, Trails, and Recreation Program (\$200,000)  
Kulp Park Improvements, Phase 2 Project

Dear Borough Manager Coaxum:

I am pleased to inform Borough of Perkasio (*the "Applicant"*) that the Commonwealth Financing Authority (*the "CFA"*), at its meeting held January 28, 2025, approved your application (*the "Application"*) for a grant in an amount up to TWO HUNDRED THOUSAND DOLLARS (\$200,000) (*the "Grant"*). The Application has been approved based upon and in accordance with the terms and the representations made therein and in no event will the grant amount exceed 85% of the total project cost.

The grant will be used by the Applicant for construction costs associated with Kulp Park Improvements, Phase 2 (*the "Project"*) at the property located in Perkasio Borough, Bucks County, Pennsylvania. The following conditions shall apply to the Grant award:

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 as set forth in the Grant Agreement and a certificate of insurance.
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 A of this commitment letter for further information regarding the Pennsylvania Prevailing Wage Act.

3. The Applicant must provide the CFA with copies of all approved permits, if applicable.
4. Receipt by the CFA of 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.
5. Compliance with the program guidelines.
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.
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 will 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. The Applicant must furnish upon request of the CFA all data, reports, contracts, documents, and other information relevant to the Project as may be requested.
10. The Project must be completed prior to the expiration of the grant agreement.
11. This commitment is contingent upon the availability of funds for the program identified on page one of this commitment letter, which program was established under the Act of February 14, 2012 (P.L. 87, No. 13) (58 Pa.C.S. §2315) and upon the balance of the financing being finalized as outlined in your Application.
12. The Applicant will be required to submit a copy of any reports prepared with the assistance of Grant funds to the CFA before final payment of the Grant is made.

Exhibit B further describes the procedure to access the Grant funds after all of the necessary conditions are met.

If you should have any questions regarding this Grant, please contact the Office of Business Financing at (717) 787-6245.

Sincerely,

A handwritten signature in black ink that reads "Mandy L. Book". The signature is written in a cursive, slightly slanted style.

Mandy L. Book  
Executive Director  
Commonwealth Financing Authority

## **EXHIBIT A**

### **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](http://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](http://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 B

### INSTRUCTIONS FOR RECEIVING GRANT FUNDS

The grant award is contingent upon receipt and execution of documents as stated in this letter. Failure to accomplish this may result in the rescindment 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 OF FUNDS

The CFA requires the Applicant to provide completed payment request forms, as indicated in the provided sample, and supporting backup documentation verifying the costs incurred to include executed construction contracts with the required nondiscrimination/sexual harassment provision, invoices, and any other applicable documents. Funds will not be disbursed until the CFA receives copies of all required permit approvals.

The Applicant will provide a payment request form requesting **reimbursement** of any eligible costs after the receipt of the fully executed grant agreement. Funds will be disbursed at 85% of actual approved costs incurred.

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 general 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 an additional insured on such policies of insurance. Further, the Applicant agrees to notify the CFA of any change or cancellation of such insurance policies.

The payment request will take from 2-3 weeks to process.

NOTE: Fees for securing other financing, as well as interest charges on borrowed funds, are not eligible for reimbursement.

### FINAL INSTRUCTIONS

Final invoices must be submitted following the completion of the Project for **costs incurred prior to the expiration of the grant agreement. Costs incurred after the expiration date are not eligible for reimbursement.** All payment requests and invoices must be submitted no later than the 1<sup>st</sup> day of the second month after the expiration date.

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



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

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JEFFREY P. GARTON, ESQUIRE  
[jgarton@begleycarlin.com](mailto:jgarton@begleycarlin.com)

OF COUNSEL  
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PAMELA A. VAN BLUNK\*  
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MARC L. RICKLES\*

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

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

February 26, 2025

**VIA EMAIL**  
[manager@perkasiaborough.org](mailto:manager@perkasiaborough.org)

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

**Re: *Greenways, Trails, and Recreation Program Grant Agreement***

Dear Andrea:

Pursuant to your request, I have reviewed the Contract provided to you by the Commonwealth Financing Authority. In that regard, my comments with respect to same are as follows:

1. Article I. – I assume you are satisfied that the amount of the Grant is Two Hundred Thousand Dollars (\$200,000.00). Also, please understand that you may not use any of the funds for any other purpose other than the purposes noted in the application. The Grant is also subject to Appendix A, which is a project description as well as Appendix B, the budget summary, which are not attached to the draft contract you forwarded to my attention.
2. Article III(a)(1) – As you can see, the payments to the Borough in furtherance of the Grant are subject to the availability of State funds. That suggests to me that if no funds are available, the Borough may not receive Grant funds.
3. Article III(b)(1)-(3) – Please review the conditions noted herein on page 3, to make sure that you understand the Grant is not a guarantee.

4. Article III(d)(1)(B)-(C) – If all of the funds are not used for the purposes set forth in the Grant, they must be returned to the Authority together with the interest accumulation and the monetary equivalent noted in subsection (C).
5. Article III(d)(2)(i) – You will need to be vigilant with respect to utilization by the Contractor of illegal aliens, and as part of that process, you must have a certification or other evidence from the Contractor who is doing the work that no illegal aliens as described are utilized on the project.
6. Article IV(a) – Please make certain that you secure, from the Borough’s insurance carrier, that the Commonwealth is named as an additional insured on the bodily injury and property damage insurance policy.
7. Article V(b)(3)(C) – Do you have a written Nondiscrimination/Sexual Harassment policy? Do you provide that to employees in writing?
8. Article V(b)(4)(C)(iii) – Do you have a written Business Integrity Policy? If not, you need to develop one as soon as possible.
9. Article V(b)(5)(B) – Please review the requirements of Contractors which are imposed upon you, and as you can see, you can contact or go on the Commonwealth website to see if anyone is debarred, which you should do before any contracts are awarded.
10. Article X – Please note that you must follow the required bidding procedures as far as this project.
11. Article XII – Please be advised that you are obligated to provide progress reports to the authority in the form and quantity that they may require.
12. Article XIII – Any publications or other signs that may be posted at the property must acknowledge the cooperation and assistance of the Commonwealth of Pennsylvania, Commonwealth Financing Authority.
13. Article XV – Please note that the State may suspend payments, even if it has nothing to do with violations.
14. Article XVI – Again, you will note that the Authority can cancel the contract at any time for its convenience.

Other than the aforementioned, I have no additional comments.



Lastly, attached please find a Resolution for consideration by Borough Council, approving the contract and authorizing you and Jim Ryder to execute same. If you have any questions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers  
Attachment



# BOROUGH OF PERKASIE RECEIVED

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

FEB 25 2025  
Fax (215) 257-5065  
(215) 257-6875

BOROUGH OF PERKASIE

## SPECIAL EVENT PERMIT APPLICATION

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

### 1. APPLICANT INFORMATION – the Primary Contact is the person who is to be contacted regarding the application or event

|                          |                     |        |       |
|--------------------------|---------------------|--------|-------|
| Primary Contact Name:    | Steve Wampole       |        |       |
| Primary Contact Address: | 157th St            |        |       |
| City:                    | Perkasie            | State: | PA    |
|                          |                     | Zip:   | 18944 |
| Primary Contact Email:   | Swampole@SHellys.cc |        |       |

|   |                                 |   |                     |
|---|---------------------------------|---|---------------------|
| Event Name:                               | Penn Ridge Little League Parade | Type of Event:                                    | Community           |
| Are you representing a Host Organization? |                                 | Is this organization a non-profit?                | yes                 |
| If so, list name address and phone below: |                                 | Is this organization a private/for-profit entity? |                     |
| Organization Name:                        | Penn Ridge Little League        | Purpose of Event:                                 | open day            |
| Organization Address:                     | 200 W Walnut St, Perkasie PA    |   |                     |
| Organization Contact Person:              | Steve Wampole                   | Email:  | Swampole@SHellys.cc |
| Organization Phone:                       | 215-669-2627                    |   |                     |

### 2. GENERAL EVENT INFORMATION

|   |                             |                 |     |
|---|-----------------------------|-----------------|-----|
| Date of event:  | 4/12/2025                   | Rain Date:      | —   |
| Event Duration (start date & time – end date & time):                             | 4/12 - 8:00am - 4/12 - 11am |                 |     |
| Estimated Attendance (include organizers, volunteers, attendees, spectators etc): | 500                         |                 |     |
| Site Arrival / Set Up time:   | 7:00am                      | Site Departure: | 8am |
| Will a registration /entry fee be charged. If yes, how much?                      | no                          |                 |     |

### 3. EVENT DESCRIPTION

Is this a fixed or moving event (ie, run / bike ride, etc.):

Event Description (provide a description of the proposed event including activities, entertainers, vendors, facilities, etc):  
Walking

**4. SITE PLAN / DIAGRAM**

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

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

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

**ATTACHMENTS REQUIRED:**

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

|                                   |                                    |
|-----------------------------------|------------------------------------|
| Starting Location: <u>See map</u> | Finishing Location: <u>see map</u> |
|-----------------------------------|------------------------------------|

**5. COMFORT STATIONS / PORTA POTTIES**

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

|  |                                  |   |
|--|----------------------------------|---|
| Number of Units: <u>          </u>             | Delivery date: <u>          </u> | Pickup date: <u>          </u>                |
| Name of sanitation supplier: <u>          </u> |                                  | Emergency Contact (day of): <u>          </u> |

**6. ELECTRICAL SERVICE**

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

**Perkasie Borough Electric Service**

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

|   |                               |
|---|-------------------------------|
| Electric Service Requested: Yes / <u>No</u> | Mark locations on sketch map. |
|---|-------------------------------|

**7. TRASH & RECYCLING SERVICE**

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

## 9. MITIGATION OF IMPACT

### ATTACHMENTS REQUIRED:

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

## 10. TEMPORARY FIXED VENDORS

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

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

Estimated number of Food Trucks / Trailers: *none*

Estimated number of For-Profit Vendors: *none*

Estimated number of Non-Profit Vendors (no fee): *none*

## 11. ENTERTAINMENT

### ATTACHMENTS REQUIRED:

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

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

## 12. EVENT SAFETY AND SECURITY

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

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

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

Applicant is responsible for notifying emergency services of the event. Attach a draft/sample copy of the notice to this application.

## 13. POLICE DEPARTMENT

Perkasie Borough may require uniformed/non-uniformed police officers to be on-duty throughout the event. The applicant will be responsible for the cost incurred for these services. We will send an estimate of the hours and an invoice with the event permit approval letter. We reserve the right to invoice the Applicant for the balance of additional Police services provided during the event if we deem them necessary for health, safety and/or security reasons.

|  |                                   |
|--|-----------------------------------|
| <ul style="list-style-type: none"> <li>• Placement of dumpsters requires a dumpster permit. Contact Borough office for an application form.</li> <li>• Perkasio Borough reserves the right to invoice the applicant for removal of trash or debris if necessary.</li> </ul>  |                                   |
| <b>Perkasie Borough Trash &amp; Recycling Service</b> <ul style="list-style-type: none"> <li>• Perkasio Borough provides trash &amp; recycling service upon request. An hourly rate for this service is established in the Borough's Fee Schedule.</li> <li>• An estimate for trash &amp; recycling container distribution &amp; pickup, and trash/recycling collection will be provided upon application and an initial fee is required at that time.</li> <li>• Any balances for actual time worked will be invoiced after the event has taken place.</li> </ul> |                                   |
| Trash & Recycling Service Requested: Yes / <input checked="" type="radio"/> No   | Mark # & locations on sketch map. |

**8. ROAD CLOSURES & TRAFFIC CONTROL**

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

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

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

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

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

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

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

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

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

|   |               |
|---|---------------|
| No Parking Signs Requested: <input checked="" type="radio"/> Yes / No | # of signs: 6 |
|---|---------------|

**EVENT PARKING**

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

Applicant is welcome to schedule a meeting with the Perkasio Borough Chief of Police to discuss the possibility of Police Department support for the event. Call (215) 257-6876 to schedule.

**14. FIRE SAFETY**

**ATTACHMENTS REQUIRED:**

- Open fires/burning are not permitted without an additional permit and express approval by Perkasio Borough Council
- Fireworks and Pyrotechnics are not permitted.

Applicant is responsible for notifying the Perkasio Fire Department of all road closures, detours, and access points for emergency service vehicles during the event. Attach a draft/sample copy of the notice to this application.

**15. EMERGENCY MEDICAL PLAN**

**ATTACHMENTS REQUIRED:**

- If attendance is expected to be 5,000+ (including staff, volunteers & vendors), an ambulance and fire truck may need to be on scene with backup available should either have to leave the event.
- Consult with the Bucks County Emergency Health Services for their requirements.
- FOR ALL EVENTS: an on-site first aid location must be established. Provide details as an attachment to this application.

Applicant is responsible for notifying local emergency services of all road closures, detours, and access points for emergency service vehicles during the event. Attach a draft/sample copy of the notice to this application.

On-Site Emergency Medical Service: Yes  No

Standby Service Notified: Yes  No

If yes, Agency Name:

Agency Phone:

**16. WAIVER & INSURANCE**

**ATTACHMENTS REQUIRED:**

Attach a Certificate of Insurance to this application, evidencing at least \$1,000,000 in Comprehensive General Liability insurance coverage and naming the Borough of Perkasio as Additionally Insured. Certain kinds of events (eg, parades), and events where alcoholic beverages are served may have additional insurance requirements. It is the responsibility of the Applicant to ensure adequate coverage.

**Indemnification:**

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

**Waiver of Subrogation**

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

**Damage to Property of the Applicant and its invitees**

- The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of the Borough.
- Perkasio Borough shall not, in any manner or for any cause, be liable or responsible for any injury or damage to persons or property while attending the event; all claims for such injury of damage are hereby waived.

**Damage to Borough Property**

- Applicant assumes full responsibility for taking cognizance of area conditions at the time of the event. Applicant will be responsible for all damages resulting to or from use of the Borough's property. Upon

completion of the Applicant's operations, Applicant agrees to leave the property in the same condition as it existed before operation, or pay for and complete restoration of said property within 15 days of the the completion of the event.

**17. FEES & CHARGES \*\* subject to change**

The Perkasio Borough Fee Schedule can be downloaded from: <https://perkasioborough.org/fee-schedule/>

The following fees are due **at the time of application (2024)**:

|  |  |
|--|--|
| Application Fee: For Profit (\$100) / Non-Profit (\$50): |  |
| Application Fee, additional date (\$10 per date):        |  |

The following fees are due **upon permit approval and will be invoiced when the event permit is mailed to the applicant. Fees are listed in the Perkasio Borough Fee Schedule, which is updated annually. An attachment provided with this permit lists the current fees:**

- Electrical Setup & Breakdown
- Trash & Recycling Setup & Collection
- Barricades/Cones Drop Off & Collection
- Per vendor, Temporary Fixed Vendor Fee
- Crossing Guards
- Police Support
- No Parking Signs

Perkasio Borough reserves the right to invoice the Applicant for the balance of any Borough services provided during the event if we deem them necessary for health, safety and/or security reasons.

**18. SUBMISSION CHECKLIST (ATTACHMENTS)**

|   |  |
|---|--|
| <input type="checkbox"/> Site Plan  | <input type="checkbox"/> Parking Plan                        |
| <input type="checkbox"/> Event Safety & Security Plan                     | <input type="checkbox"/> Entertainment Plan                  |
| <input type="checkbox"/> Detour / traffic flow plans                      | <input type="checkbox"/> Draft notices to emergency services |
| <input type="checkbox"/> Draft notices to affected residents & businesses | <input type="checkbox"/> Certificate of Insurance            |

Applicant certifies that the information provided on this form is true and correct, has reviewed and agrees to the insurance and waiver statements herein.

Signed:  Date of Application: 2/7/2025

On behalf of Organization: Penn Ridge Little League

