

PERKASIE BOROUGH COUNCIL

Amended Agenda for Council Committee Meeting of May 5, 2025

1. Meeting Convenes at 7:00 PM – Council Meeting Room
2. Invocation and Pledge of Allegiance – Mayor Hollenbach
3. Attendance
4. Key to the Borough Presentation – Mayor Hollenbach
5. Public Forum
6. President's Remarks
7. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
8. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
 - A. Perkasio Wholesale Power Cost Monthly Report
 - B. Installed Capacity Update
9. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Randy Faulkner, Dave Weaver, Dave Worthington
 - A. Consider Resolution #2025-26 – Green Ridge Estates West Land Development Agreement
 - B. Update on Construction Progress – Constitution Square
10. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Robin Schilling
 - A. Consider Resolution #2025-27 – Agreement for Fireworks
 - B. Consider Reservation Request for Cub Scouts
 - C. Consider Park Event Application – Run Out of the Darkness Event
 - D. Consider Park Event Application – Healthy Kids Running Series
11. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
12. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Randy Faulkner, Jim Ryder, Robin Schilling
 - A. Consider Expenditure for Pennridge Little League Lighting Project
 - B. Consider Electric Department Expenditure – Purchase of Meters
 - C. Consider Resolution #2025-28 – Perkasio Woods Final Escrow Releases
 - D. Consider Expenditure for Historic Preservationist – Application for National Historic District
 - E. Consider Donation Request – Perkasio Pride
13. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Randy Faulkner, Steve Rose, Dave Weaver
14. Public Safety Committee Meeting, Councilors: Randy Faulkner (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder
15. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Worthington
 - A. Consider Covered Bridge Project Change of Scope of Work
16. Youth Councilor Report
17. Other Business
18. Executive Session
19. Public Forum

- 20. Press Forum
- 21. Adjournment

Next Meeting: Monday, May 19, 2025 – 7:00 PM

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

Borough of Perkasio

Calendar Year 2025



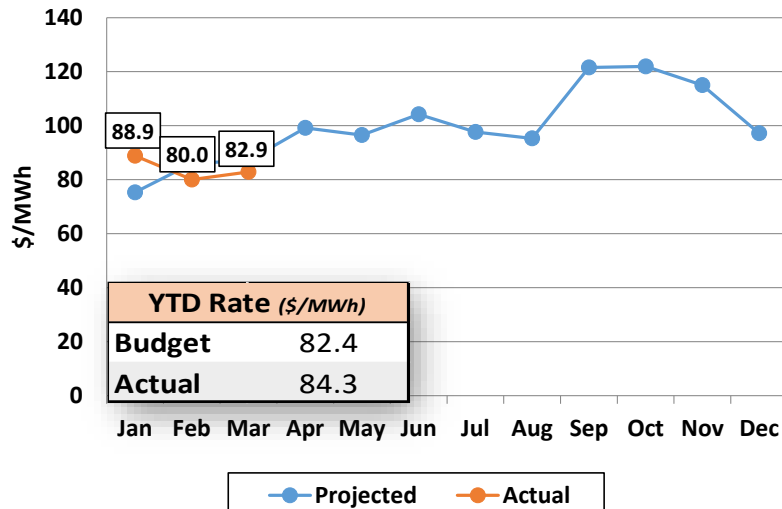
Wholesale Power Cost Summary
March 2025



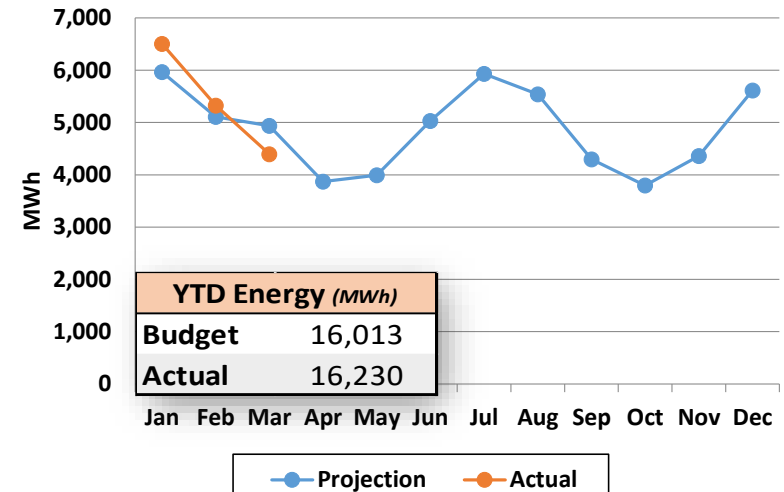


2025 Year to Date Wholesale Power Summary

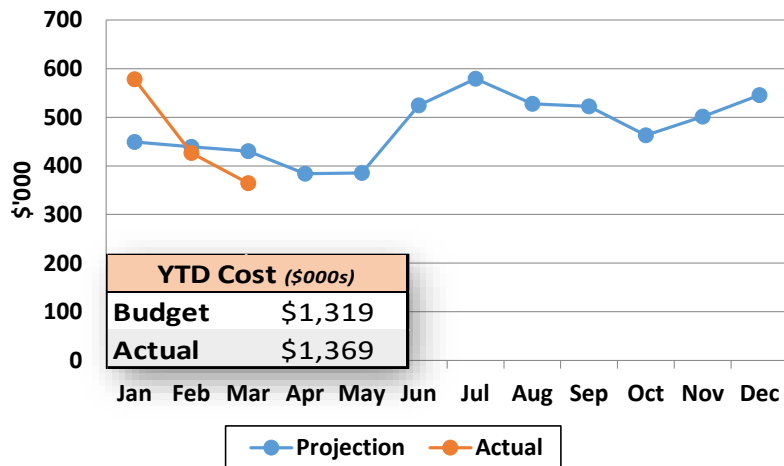
All-in Wholesale Power Rate



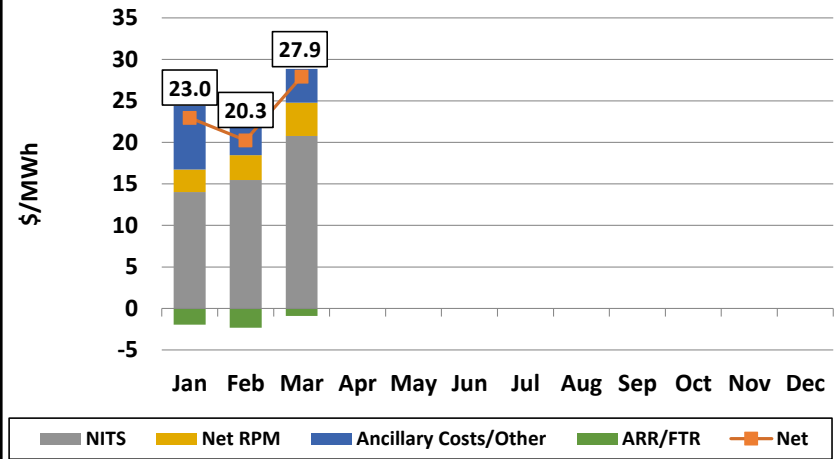
Total Energy Requirements



All-in Wholesale Power Cost



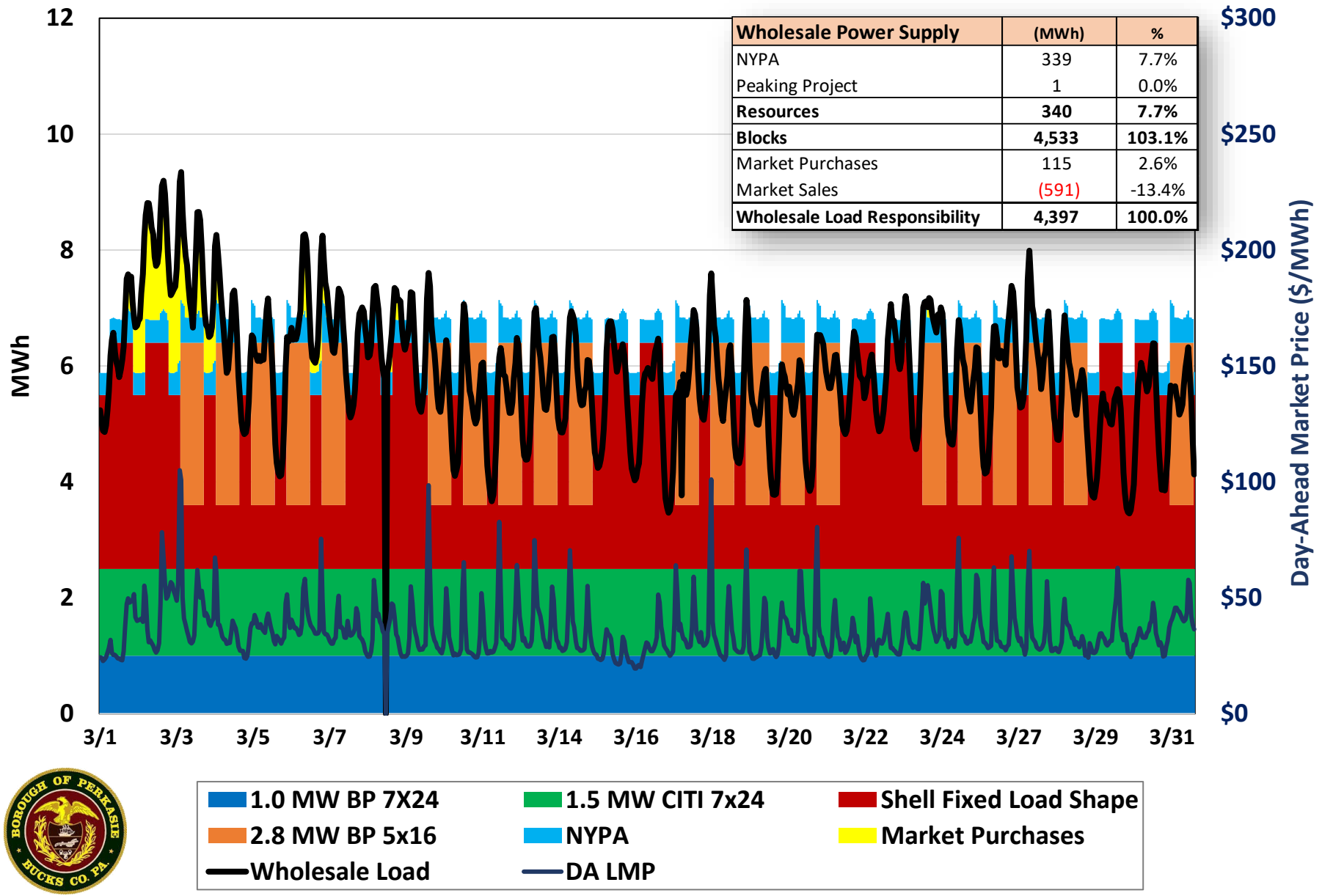
PJM Rates



1/ Excludes PJM Market Interaction Costs

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

Hourly Perkasio Load Wholesale Power Supply



Borough of Perkasi



2025 Year to Date Summary

All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-25	\$170.61	\$162.54	\$47.74	\$51.66	\$67.22	\$112.54	\$41.30	\$26.13	\$54.65	\$64.44	\$19.14	\$22.96	\$1.53	\$1.46	\$75.33	\$88.86	13.53
Feb-25	\$193.15	\$156.21	\$48.43	\$50.35	\$64.65	\$63.15	\$31.79	\$26.77	\$60.64	\$58.36	\$23.84	\$20.26	\$1.56	\$1.43	\$86.03	\$80.05	(5.98)
Mar-25	\$178.21	\$129.58	\$46.98	\$44.72	\$50.09	\$51.60	\$29.86	\$31.17	\$61.04	\$53.32	\$24.52	\$27.94	\$1.56	\$1.62	\$87.12	\$82.88	(4.23)
Apr-25	\$184.00	-	\$46.27	-	\$43.37	-	\$26.72	-	\$67.24	-	\$30.31	-	\$1.61	-	\$99.16	-	
May-25	\$181.38	-	\$44.70	-	\$48.02	-	\$24.55	-	\$65.42	-	\$29.50	-	\$1.60	-	\$96.53	-	
Jun-25	\$262.17	-	\$45.93	-	\$54.90	-	\$27.32	-	\$65.72	-	\$36.90	-	\$1.57	-	\$104.19	-	
Jul-25	\$258.13	-	\$48.85	-	\$98.36	-	\$32.25	-	\$64.28	-	\$31.85	-	\$1.54	-	\$97.67	-	
Aug-25	\$253.06	-	\$46.60	-	\$65.93	-	\$38.76	-	\$59.90	-	\$33.84	-	\$1.55	-	\$95.29	-	
Sep-25	\$353.16	-	\$49.70	-	\$56.72	-	\$32.17	-	\$77.38	-	\$42.59	-	\$1.59	-	\$121.57	-	
Oct-25	\$307.95	-	\$41.52	-	\$57.36	-	\$28.56	-	\$72.59	-	\$47.75	-	\$1.61	-	\$121.96	-	
Nov-25	\$318.90	-	\$45.56	-	\$56.50	-	\$29.73	-	\$71.41	-	\$42.04	-	\$1.58	-	\$115.03	-	
Dec-25	\$306.79	-	\$48.30	-	\$58.23	-	\$33.51	-	\$62.19	-	\$33.44	-	\$1.54	-	\$97.16	-	
YTD	\$180.24	\$154.31	\$47.71	\$49.13	\$61.27	\$86.51	\$34.98	\$29.60	\$58.53	\$59.43	\$22.30	\$23.42	\$0.05	\$1.49	\$82.38	\$84.35	\$1.97

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

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasio



2025 Year to Date Summary

Energy Supply Summary (MWh)

	NYPA			Market Purchases		Market Sales	
	Projected	Actual	Capacity Factor ¹	Projected	Actual	Projected	Actual
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)
Jan-25	276	343	82%	294	639	(243)	(139)
Feb-25	250	297	79%	435	541	(218)	(157)
Mar-25	277	339	81%	288	115	(163)	(591)
Apr-25	267	-	0%	210	-	(149)	-
May-25	277	-	0%	255	-	(100)	-
Jun-25	246	-	0%	472	-	(187)	-
Jul-25	247	-	0%	374	-	(419)	-
Aug-25	254	-	0%	275	-	(529)	-
Sep-25	240	-	0%	551	-	(373)	-
Oct-25	277	-	0%	192	-	(165)	-
Nov-25	268	-	0%	263	-	(284)	-
Dec-25	276	-	0%	331	-	(225)	-
YTD	803	978	81%	1,017	1,294	(624)	(887)

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

Borough of Perkasio



2025 Year to Date Summary

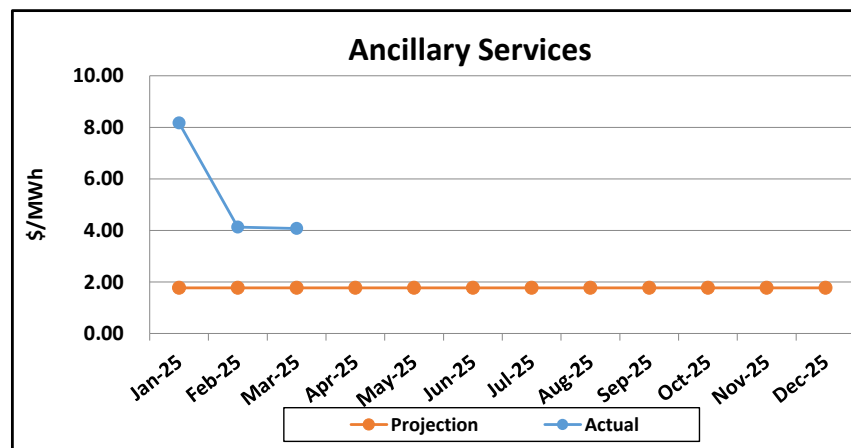
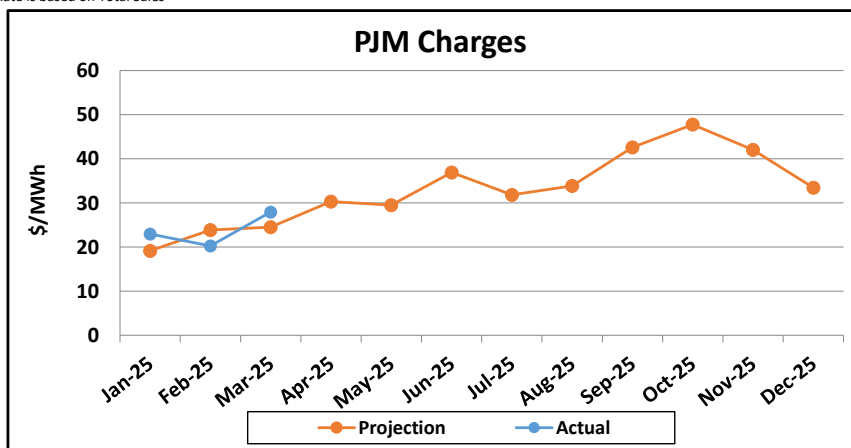
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-25	87	91	17	18	-	(13)	11	53	114	149	\$19.14	\$22.96	\$3.81
Feb-25	96	82	17	16	-	(12)	9	22	122	108	\$23.84	\$20.26	(\$3.58)
Mar-25	96	91	17	18	-	(4)	9	18	121	123	\$24.52	\$27.94	\$3.42
Apr-25	94	-	17	-	-	-	7	-	117	-	\$30.31	-	-
May-25	94	-	17	-	-	-	7	-	118	-	\$29.50	-	-
Jun-25	96	-	81	-	-	-	9	-	186	-	\$36.90	-	-
Jul-25	98	-	81	-	-	-	10	-	189	-	\$31.85	-	-
Aug-25	97	-	81	-	-	-	10	-	187	-	\$33.84	-	-
Sep-25	95	-	81	-	-	-	8	-	183	-	\$42.59	-	-
Oct-25	94	-	81	-	-	-	7	-	181	-	\$47.75	-	-
Nov-25	95	-	81	-	-	-	8	-	183	-	\$42.04	-	-
Dec-25	97	-	81	-	-	-	10	-	188	-	\$33.44	-	-
YTD	279	265	50	51	0	(29)	28	93	357	380	22.30	23.42	1.12

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

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

3/ The Rate is based on Total Sales



Borough of Perkasio



March 2025

	Projected			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Invoice Summary¹									
1. AMP	4,940	\$60.66	\$299,672	4,397	\$57.79	\$254,081	(543.20)	(\$2.87)	(\$45,592)
(a) NYPA	277	\$26.15	\$7,240	339	(\$2.66)	(\$901)	62.00	(\$28.81)	(\$8,141)
(b) PA Peaking Project	0	\$0.00	\$42,104	1.0	\$47,103.03	\$44,936	0.95	\$47,103.03	\$2,832
(c) Purchased Blocks	5,164	\$46.98	\$242,625	4,537	\$44.72	\$202,907	(627.00)	(\$2.26)	(\$39,717)
(d) Miscellaneous Costs ²	4,940	\$1.56	\$7,703	4,397	\$1.62	\$7,138	(543.20)	\$0.06	(\$566)
2. PJM	4,940	\$26.45	\$130,684	4,397	\$25.10	\$110,349	(543.20)	(\$1.36)	(\$20,335)
(a) Market Purchases	288	\$50.09	\$14,411	115	\$51.60	\$5,915	(173.03)	\$1.51	(\$8,495)
(b) Market Sales	(163)	\$29.86	(\$4,865)	(591)	\$31.17	(\$18,408)	(427.62)	\$1.31	(\$13,543)
(c) Charges/(Credits) ³	4,940	\$24.52	\$121,138	4,397	\$27.94	\$122,841	(543.20)	\$3.42	\$1,703
3. Total Wholesale Power Costs⁴:	4,940	\$87.12	\$430,356	4,397	\$82.88	\$364,429	(543)	(\$4.23)	(\$65,927)
1/ Resource, Purchased Blocks and Market Purchase/Sales includes Congestion and Losses costs. 2/ Miscellaneous Costs incl. AMP Service Fees 3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource 4/ Based on Total Sales									

Borough of Perkasio



March 2025

	Projection			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
AMP									
Resources									
1. NYPA									
2. Fixed Charge	0.6	\$4.13	\$2,309	0.6	\$4.06	\$2,268	0	(0.07)	(\$41)
3. Energy Charge	277	\$19.58	\$5,422	339	\$5.45	\$1,847	62	(14.13)	(\$3,574)
4. Other Adjustments			\$0			\$0	0	0.00	\$0
5. Congestion & Losses	277	(\$1.77)	(\$490)	339	(\$14.80)	(\$5,016)	62	(13.03)	(\$4,526)
6. All in Cost	277	\$26.15	\$7,240	339	-\$2.66	(\$901)	62	(28.81)	(\$8,141)
7. PA Peaking Project									
8. Fixed Charge	4.8	\$1.80	\$8,640	4.3	\$0.00	\$0	(0)	(1.80)	(\$8,640)
9. Energy Charge	0	\$0.00	\$0	1.0	\$315.45	\$301	1	315.45	\$301
10. Congestion & Losses	0	\$0.00	\$0	1.0	\$0.00	\$0	1	0.00	\$0
11. Other Adjustments	4.8	\$6.97	\$33,464	4.3	\$10.33	\$44,635	(0)	3.36	\$11,171
12. All in Cost (\$/kW-mo)	4.8	\$8.77	\$42,104	4.3	\$10.40	\$44,936	(0)	1.63	\$2,832
13. Total - Resources	277	\$178.21	\$49,345	340	\$129.58	\$44,036	63	(48.63)	(\$5,309)
Purchased Blocks									
14. BP 1.0 MW 7x24 (PPL)									
15. Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
16. Congestion & Losses	744	(\$0.99)	(\$737)	744	(\$1.89)	(\$1,409)	0	(0.90)	(\$671)
17. All in Cost	744	\$33.72	\$25,087	744	\$32.82	\$24,416	0	(0.90)	(\$671)
18. BP 2.8 MW 5x16 (PPL)									
19. Energy Charge	1,030	\$40.91	\$42,154	941	\$40.91	\$38,488	(90)	0.00	(\$3,666)
20. Congestion & Losses	1,030	(\$1.31)	(\$1,350)	941	(\$2.91)	(\$2,742)	(90)	(1.60)	(\$1,392)
21. All in Cost	1,030	\$39.60	\$40,803	941	\$38.00	\$35,746	(90)	(1.60)	(\$5,058)
22. Shell Fixed Load Shape 2x16 (PPL)									
23. Energy Charge	499	\$64.85	\$32,373	624	\$64.85	\$40,466	125	0.00	\$8,093
24. Congestion & Losses	499	(\$0.68)	(\$337)	624	(\$1.08)	(\$677)	125	(0.41)	(\$340)
25. All in Cost	499	\$64.17	\$32,036	624	\$63.77	\$39,789	125	(0.41)	\$7,753
26. Shell Fixed Load Shape 5x16 (PPL)									
27. Energy Charge	1,030	\$64.85	\$66,821	370	\$64.85	\$23,969	(661)	0.00	(\$42,853)
28. Congestion & Losses	1,030	(\$1.31)	(\$1,350)	370	(\$2.91)	(\$1,077)	(661)	(1.60)	\$273
29. All in Cost	1,030	\$63.54	\$65,471	370	\$61.94	\$22,891	(661)	(1.60)	(\$42,580)
30. Shell Fixed Load Shape 7x8 (PPL)									
31. Energy Charge	744	\$64.85	\$48,248	743	\$64.85	\$48,158	(1)	0.00	(\$91)
32. Congestion & Losses	744	(\$0.68)	(\$502)	743	(\$1.03)	(\$767)	(1)	(0.36)	(\$265)
33. All in Cost	744	\$64.17	\$47,746	743	\$63.82	\$47,390	(1)	(0.36)	(\$356)
34. CITI 1.5 MW 7x24 (PPL Resid)									
35. Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
36. Congestion & Losses	1,116	(\$0.99)	(\$1,106)	1,116	\$0.08	\$88	0	1.07	\$1,194
37. All in Cost	1,116	\$28.21	\$31,481	1,116	\$29.28	\$32,675	0	1.07	\$1,194
38. Total - Purchased Blocks	5,164	\$46.98	\$242,625	4,537	\$44.72	\$202,907	(627)	(2.26)	(\$39,717)

Borough of Perkasi



March 2025

Projection			Actual			Delta			
Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	
(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	
Miscellaneous Costs									
39.	AMP Fees	4,940	\$1.56	\$7,703	4,397	\$1.62	\$7,138	(543)	0.06 (\$566)
40.	Adjustment for Pool Power			\$0			\$0	0	0.00 \$0
41.	Total - Miscellaneous Costs	4,940	\$1.56	\$7,703	4,397	\$1.62	\$7,138	(543)	0.06 (\$566)
42.	Total - AMP			\$299,672			\$254,081	0	0.00 (\$45,592)
PJM Charges									
43.	Market Interaction								
44.	Net Market Purchases	288	\$50.09	\$14,411	115	\$51.60	\$5,915	(173)	\$1.51 (\$8,495)
45.	Day-Ahead Purchases				130	\$48.09	\$6,247	130	\$48.09 \$6,247
46.	Balancing Purchases				85	\$40.06	\$3,405	85	\$40.06 \$3,405
47.	Net Market Sales	(163)	\$29.86	(\$4,865)	(591)	\$31.17	(\$18,408)	(428)	\$1.31 (\$13,543)
48.	Day-Ahead Sales				(599)	\$31.73	(\$18,990)	(599)	\$31.73 (\$18,990)
49.	Balancing Sales				(92)	\$34.16	(\$3,154)	(92)	\$34.16 (\$3,154)
50.	NITS	14	\$6.68	\$95,869	10	\$9.22	\$91,325	(4)	\$2.55 (\$4,544)
51.	Other Transmission Charges	14	\$0.00	\$0	10	\$0.87	\$8,651	(4)	\$0.87 \$8,651
52.	RPM Capacity								
53.	RPM Charge	16	\$1.11	\$17,379	12	\$1.56	\$18,669	(3)	\$0.45 \$1,290
54.	RPM Credit			(\$854)			(\$1,074)		(\$220)
55.	Net RPM			\$16,525			\$17,595		\$1,070
56.	Ancillary	4,940	\$1.77	\$8,744	4,397	\$1.56	\$6,854	(543)	(\$0.21) (\$1,889)
57.	ARR/FTR Credits	4,940	\$0.00	\$0	4,397	(\$0.91)	(\$3,985)	(543)	(\$0.91) (\$3,985)
58.	Administration Charges	4,940	\$0.00	\$0	4,397	\$0.55	\$2,401	(543)	\$0.55 \$2,401
59.	True-Up Load Reconciliation			\$0			\$0		\$0
60.	Total PJM Charges	4,940	\$26.45	\$130,684	4,397	\$25.10	\$110,349	(543)	(\$1.36) (\$20,335)

**PERKASIE BOROUGH
RESOLUTION NO. 2025-26**

**A RESOLUTION OF THE BOROUGH COUNCIL IN AND FOR THE
BOROUGH OF PERKASIE, BUCKS COUNTY, COMMONWEALTH OF
PENNSYLVANIA, APPROVING THE LAND DEVELOPMENT
AGREEMENT FOR GREEN RIDGE ESTATES WEST**

WHEREAS, Sal Lapio, Inc. (“Applicant”) desires to obtain the necessary permit and approvals so as to effectuate the subdivision of Tax Parcels 33-001-001 and 12-008-129 so as to subdivide the two parcels into eight (8) lots, with six (6) lots proposed to be located in Perkasio Borough and two (2) lots proposed to be located in East Rockhill Township.; and

WHEREAS, the Plans were prepared by Bolo Engineering, LLC, were dated September 19, 2019, and were last revised by Urwiler & Walter, Inc. on March 19, 2025, consisting of twenty-nine (29) sheets; and

WHEREAS, the Perkasio Borough Council approved the Preliminary as Final Subdivision Plan by Resolution 2024-59.

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Perkasio, that the Borough Council hereby approves the Land Development Agreement for Green Ridge Estates West and authorizes the Borough Council President and Borough Manager to execute the Land Development Agreement.

BE IT FURTHER RESOLVED that the Perkasio Borough Council approves, by adoption of this Resolution, the Land Development Agreement referenced above.

THIS RESOLUTION WAS DULY ADOPTED by the Perkasio Borough Council on the 5th day of May, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

Prepared by and return to:
Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Boulevard
Langhorne, PA 19047

TMP: 33-001-001 and 12-008-129

DEVELOPMENT AGREEMENT
GREEN RIDGE ESTATES WEST

OWNER/DEVELOPER: SAL LAPIO, INC.

AMOUNT OF SECURITY: \$823,095.96

NAME OF DEVELOPMENT: GREEN RIDGE ESTATES WEST

THIS AGREEMENT, made this _____ day of MAY, 2025, between SAL LAPIO, INC., a Pennsylvania company, maintaining a principal place of business at 104 Old Mill Road, Sellersville, PA 18960 (hereinafter referred to as the "Developer") and the BOROUGH OF PERKASIE, a Borough organized and existing under the laws of the Commonwealth of Pennsylvania, located at 620 West Chestnut Street, Perkasie, PA 18944 (hereinafter referred to as the "Borough").

WITNESSETH:

BACKGROUND

A. Developer, by Resolution of the Perkasie Borough Council, pursuant to the Perkasie Borough Subdivision and Land Development Ordinance, has obtained final approval of the following subdivision and/or land development plan (hereinafter referred to as the "Plan") from the Borough Council of Perkasie Borough (hereinafter the "Council"):

Subdivision and Land Development Plan of:	Sal Lapio, Inc.
Prepared by:	Bolo Engineering, LLC
Dated:	September 19, 2019
Number of Sheets:	12 sheets of Land Development Plans 2 sheets for Erosion & Sediment Control Plans 2 sheets for Post Construction Stormwater Management Plans 2 sheets for Drainage Area Plans 11 sheets for PennDOT Highway Occupancy Plan
Last Revised by:	Urwiler & Walter, Inc.
Last Revised:	March 19, 2025

The Plan was reviewed by the Borough Planning Commission, and was finally approved by formal action of Council on October 7, 2024, by Resolution 2024-59 (hereinafter collectively "Final Approval"); and

B. Developer desires to obtain the necessary permit and approvals so as to effectuate the subdivision of Tax Parcels 33-001-001 and 12-008-129 so as to subdivide the two parcels into eight (8) lots, with six (6) lots proposed to be located in Perkasio Borough and two (2) lots proposed to be located in East Rockhill Township.

C. Developer shall proceed to construct the Improvements within the development in accordance with the Final Approval and the Plan, incorporated by reference and made a part hereof; and

D. Developer hereby confirms that this Plan in all respects shall be compliant with the Perkasio Borough Zoning Ordinance (except as modified by the Final Approval);

E. Borough desires that the Developer deposit with the Borough financial security in compliance with Section 509 of the Municipalities Planning Code, consisting of either a Surety Bond, an irrevocable Letter of Credit with a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania, a Developmental Bond in a form acceptable to the Borough Solicitor, a Tripartite Agreement with a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania, cash or such other security as the Borough Council shall approve, in the amount of \$823,095.96 to guarantee to the Borough and assure the completion of the Improvements as set forth in a certified cost estimate from the Borough Engineer to the Borough Manager dated December 13, 2024, attached hereto at Exhibit "A"; and

F. Borough is willing to permit Developer to commence construction upon the execution of and compliance with this Agreement, and/or any individual Agreement for any phase and subsequent phasing agreement, as hereinafter set forth.

NOW, THEREFORE, it is hereby agreed as follows:

Incorporation of Background Paragraphs. Background Paragraphs A, B, C, D, E, and F above are hereby incorporated as part of the terms of this Developer Agreement.

1. Financial Security.

a. SECURITY. In order to insure the construction of the Improvements referred to hereinabove, the Developer shall deposit with the Borough the sum of Eight Hundred Twenty-Three Thousand Ninety-Five Dollars and Ninety-Six Cents (\$823,095.96) by posting a Surety Bond, cash, or irrevocable Letter of Credit drawn to the order of the Borough upon a Commonwealth or Federal chartered lending institution authorized to do business in Pennsylvania; a Tripartite Agreement with the Borough and a National Bank or a bank or savings institution located within the Commonwealth of Pennsylvania; a Development Bond in a form acceptable to the Borough Solicitor; or such other form of security as the Borough Council shall approve, for the purpose of guaranteeing that the Developer shall fully complete the

Improvements set forth on the Plan and as authorized by the Final Approval (hereinafter referred to as the "Deposit").

b. DEPOSIT AN ESTIMATE. The Deposit is only an estimate of the cost of completion of the Improvements and under no circumstances is it to be construed as a limitation of Developer's obligations for construction of the Improvements. In the event that the Deposit is inadequate to cover the cost of Improvements, as determined reasonably by the Borough Engineer, as set forth in the Municipalities Planning Code at §509, found at 53 P.S. §10509, Developer shall increase the amount of the Deposit as required by the Borough for the purpose set forth above. However, the Deposit shall not be required to exceed 110% of the cost of completing the required Improvements as reestablished on or about the expiration of each one year period beyond the first anniversary date from the posting of the Deposit by the Developer.

c. PAYMENT OF FEES AND COSTS A CONDITION OF BOROUGH SIGNING. Prior to the execution of this Agreement by Borough, Developer shall have tendered all fees required by this Agreement and the Borough fee schedule including the payment of costs for legal, administrative, and engineering expenses incurred by the Borough in accordance with Section 167-75 of the Borough's SALDO.

d. CASH DEPOSIT. Intentionally left blank.

e. REDUCTIONS IN AMOUNT OF DEPOSIT. It is agreed that a percentage of the Deposit will be released as portions of the Improvements described in the Agreement are completed. Upon written request of Developer to the Borough and upon certification by the Borough Engineer that a specific percentage or dollar amount of the Improvements has been installed, a release shall be executed in accordance with Section 510 of the Municipalities Planning Code. Each request for release of funds shall state the nature of the Improvement(s) completed, dates, and amounts of previous releases, amount of security remaining as well as any other information required by the Borough. Each release of security, originally provided at one hundred percent (100%) of the estimated construction cost, plus ten percent (10%) contingency, plus an inflationary factor, shall not exceed ninety percent (90%) of the estimated cost of construction in place. With each release shall be added a sum as a pro-rata share of the inflation factor. The remaining twenty percent (20%), being ten percent (10%) of the construction cost plus the ten percent (10%) contingency, shall be retained until certification by the Borough Engineer of the satisfactory completion of all Improvements (including the maintenance period provided in Section 509 of the Municipalities Planning Code).

Upon completion of the Improvements, the remaining Deposit, other than provided above, shall be returned to the Developer after the Borough Engineer has filed with the Borough a Certificate of Completion, and only after release of same is approved by the Borough Council.

f. MAINTENANCE FUND. Release of the remaining portion of the above Deposit shall be conditioned upon (a) the Developer depositing with the Borough either cash or a new Surety Bond, new irrevocable Letter of Credit, Tripartite Agreement or maintenance bond for the maintenance of the Improvements, as set forth herein; PROVIDED, HOWEVER, that the amount of the Maintenance Fund may be increased to an amount not to exceed fifteen percent (15%) of the actual cost of installation of the Improvements, in accordance with 53 P.S.

§10509(k); and (b) payment of all bills incurred by the Borough for engineering, legal and administrative services either prior to acceptance of the completed Improvements, or during the maintenance period, or following the eighteen (18) month maintenance period. The Maintenance Fund is to guarantee that (i) the Developer shall, for eighteen (18) months from the acceptance of the dedication, repair any defects in the structural integrity of the Improvements or in the functioning of the Improvements in accordance with the design and specifications depicted on the final plat; and (ii) that, to the extent reasonably possible, the Developer will commence the work within ten (10) business days from the time of written notice (except in case of an emergency requiring immediate attention) from the Borough so to do and upon default, the Borough may make such repairs and do anything necessary to maintain such construction and recover the expense and cost thereof from the Developer or its surety. This Maintenance Fund shall likewise be in a form satisfactory to the Borough Solicitor and approved by the Solicitor in writing before delivery to the Borough.

g. TERM OF MAINTENANCE FUND. The maintenance cash fund, or maintenance bond, or maintenance Tri-party Agreement or maintenance Letter of Credit shall be for a term of eighteen (18) months from the date the Borough Council releases the Deposit. In order to complete the term of the maintenance fund, the following must occur:

- (i) The Developer to notify the Borough Engineer following the expiration of eighteen (18) months to inspect the site;
- (ii) The Borough Engineer shall inspect the site within two (2) business days, weather permitting, and promptly file his report with the Council;
- (iii) The Council to meet and act upon the Engineer's certification at the next available Council meeting.

h. RETURN OF MAINTENANCE FUND. The maintenance cash fund, or maintenance bond or maintenance Tripartite Agreement or maintenance Letter of Credit shall be returned to the Developer only after:

- (i) The Developer has advised the Borough in writing that the eighteen (18) month period has expired and that the Improvements are still complete and/or have been repaired;
- (ii) The Borough Engineer has filed with the Borough a certificate that the Improvements set forth in Exhibit "A" are still in acceptable condition; and
- (iii) The Borough Council approves of its release.

i. BOROUGH RIGHT TO PROCEED AGAINST MAINTENANCE FUND. The Borough may proceed against the Maintenance Fund after the eighteen (18) month period has expired for repairing any defects in the structural integrity of the Improvements or the Improvements not functioning in accordance with the design and specifications depicted on the final plat and for unpaid engineering) legal and Borough administrative expenses occurring in

connection with the Development by impounding the cash, calling any bond or filing an averment of default with the issuing bank or savings and loan association for the Maintenance Fund or Letter of credit in its possession provided that seven (7) days prior written notice of such defects or unpaid expenses has been provided to Developer and Developer has failed to contest such defects or unpaid expenses, or cure such unpaid expenses, or to notify the Borough of the date that it intends to commence and diligently pursue the cure of such defects.

2. Coordination with the Borough Engineer.

a. A preconstruction meeting is required by the Bucks County Conservation District and the Borough.

b. NOTICE TO ENGINEER. Developer shall notify the Borough Engineer in writing as least forty-eight (48) hours in advance of the commencement of work. In no event shall road construction or other Improvements, subject to inspection by the Borough Engineer, be commenced without forty-eight (48) hours prior notice in writing to the Borough Engineer and the Borough Manager. The Developer shall reimburse to the Borough the cost of the Borough Engineer's inspections. The Borough agrees to direct the Borough Engineer to make his inspections as promptly as possible so as not to unreasonably delay the progress of the Developer's completion of the Improvements, but the Borough makes no guarantee as to the timing or scheduling for the Engineer to accomplish inspection. Developer agrees that such inspections shall include inspection of those portions of the various structures, if any, which were approved by the Pennsylvania Department of Environmental Protection ("DEP").

3. Developer's Work and Improvements.

a. CONFORMITY WITH REQUIREMENTS AND SPECIFICATIONS. Developer shall construct or cause to be constructed, at its own expense and without any expenses or cost whatsoever to the Borough, all Improvements specified in Exhibit "A", including but not limited to, all paving, curbing, grading, water, drainage facilities and incidental drainage facilities, erosion controls, fencing, landscaping and lighting, and traffic controls related to Developer's use of the Real Estate. Said Improvements shall be completed in conformity with the Final Approval, the Borough's requirements and specifications in a satisfactory manner consistent with the Plan. Borough's obligation to issue all necessary permits to permit Developer to construct the Improvements depicted on the Plans is conditioned upon:

(i) Developer complying with all applicable laws, ordinances and regulations, including but not limited to, the Zoning Ordinance, the Subdivision and Land Development Ordinance, Road and Street Specifications, the BOCA Code or its successor, where applicable, the requirements of the Pennsylvania Department of Transportation ("PaDOT"), the Rules and Regulations of DEP, all federal and state statutes and regulations, local ordinances and regulations, and the Plans; and the Pennsylvania Municipalities Planning Code "MPC"), as same may be amended from time to time; however, in no event shall Developer be made to comply with any law, ordinance, specification, regulation, code, etc. that amends, exceeds or modifies that which is required by the Final

Approval or Plan unless same expressly and legally preempts or the Plan requirements;

(ii) Developer properly filing for and obtaining all permits necessary to complete the Improvements together with all appropriate fees;

(iii) Compliance with Final Approval, unless portions of the Final Approval have been expressly waived by the Borough or have been superseded by later letters (the parties agree that the aforesaid Final Approval and review letters mentioned therein are incorporated herein by reference as though more fully set forth herein); and

(iv) Developer complying with all provisions of this Agreement.

b. PLANS INCLUDED IN AGREEMENT. The Plans, specifications, supporting documentation and other documents showing details as required by the Ordinances of the Borough are hereby submitted as part of this Agreement and incorporated herein by reference as though more fully set forth herein. The right of Developer to construct the Improvements hereunder is specifically conditioned upon the Plans and submissions upon which the Borough's approval was granted being factual and accurate. If it appears, upon construction, or at any time hereafter, that the Plans and submissions were materially in error, then the Developer shall cease all work on the portion of the Improvements affected by the error and submit revised plans to the Borough for review and approval in the same manner as any other subdivision or land development application submitted to the Borough. Pending the approval of any such revised plans by the Borough, Borough shall have no obligation to issue any necessary additional permits to allow the Developer to construct the Improvements depicted on the Plans and submissions and, further, the Borough shall have the right to stop any of the work being done on the Improvements affected by the error. The parties agree that monetary damages are inadequate to remedy a breach of this paragraph by Developer and that the Borough may specifically enforce the provisions of this paragraph by an appropriate action in equity.

c. PERFORM ALL WORK IN A COMMERCIALY REASONABLE MANNER. Developer shall erect all public improvements on the site and perform all other work in a commercially reasonable manner to the reasonable satisfaction of the Borough Engineer and in accordance with the Final Approval, the Plans, all applicable Borough ordinances, rules and regulations and all rules and regulations of the DEP.

d. BOROUGH ENGINEER'S RIGHT TO STOP WORK. All work shall be done in accordance with the Plans. After the expiration of ten (10) business days prior written notice to Developer setting forth a material default and affording Developer the opportunity to cure said default (and except for emergency situations where no prior notice is required), the Borough Engineer is hereby granted the right to stop any of the work being done on the Improvements if the Engineer finds any work is not being done in material accordance with Plans previously referred to, or this Agreement.

e. REMOVAL OF DEFECTIVE MATERIAL. Developer covenants and agrees that in the event any materials used in construction shall be rejected or disapproved by the Borough Engineer as defective, unsuitable, not done in a good and workmanlike manner, not

completed in accordance with the ordinances, resolutions, regulations and specifications of the Borough, the Plans and the materials submitted to and approved by DEP, or done without appropriate inspection, then the materials shall be removed and replaced with other approved materials, and the labor shall be done anew to the reasonable satisfaction and approval of the Borough Engineer at the cost and expense of the Developer.

f. **ROADWAY AND DRIVEWAY IMPROVEMENTS.** No on or off-site roadway or driveway work shall commence until a schedule of the work to be done has been submitted by the Developer and approved in writing by the Borough Engineer and PaDOT if PaDOT approval is required. In the event the Developer is required to obtain approval from PaDOT for any roadway improvements and such approval has not heretofore been obtained, Developer shall first submit its application to the Borough for review by the Borough Engineer. The Borough agrees that once approved by the Borough Engineer, it will forward any such application to PaDOT for consideration. The Developer shall provide competent personnel for traffic control during the construction of the roadway and signalization improvements. If adequate traffic control is not provided, as determined by the Borough in its sole discretion, the Borough Police Department shall assume responsibility for such traffic control; the Developer shall reimburse the Borough for the cost of providing police personnel for this purpose.

g. **GRADING PLAN.** It is also agreed that the property included in the Plans shall be adequately drained so as to eliminate any nuisance occurring by the accumulation of surface waters thereon, or adjacent thereto. In no event shall the final grading permit allow a pooling or accumulation of water that could reasonably be anticipated to last more than twenty-four hours after a rain ceases.

h. **SWALES.** Where grading is such that surface water drains along a swale or ditch across the Real Estate, a declaration of restrictive covenants or other appropriate document, enforceable by the Borough, shall be recorded by Developer and shall contain a restriction requiring that no change in grade will be permitted in the line of such swale or ditch, nor any obstruction be placed in such a way as to interfere with such surface drainage within or along such swale or ditch.

i. **DISPOSAL OF DEBRIS.** Developer will be responsible for the discarding of waste materials such as building materials, paper, cartons, and the like (whether discarded by it or others employed by it or by others engaged in the delivery of the aforesaid materials, and the construction of the Improvements) and agrees to prevent the same from being buried on the Real Estate or deposited, either by being thrown or blown upon any land adjacent to, or within, the vicinity of the Improvements. Developer shall be responsible to remove trash and waste material from the Real Estate as frequently as necessary to maintain the Improvements in a neat and tidy fashion.

j. **BLASTING.** In the event that any blasting is required for the installation of any Improvements, any and all required permits shall be obtained from the appropriate State, County, Borough and Federal officials prior to the commencement of any blasting activities. No blasting shall be undertaken in violation of Borough Ordinances, resolutions, or regulations, as they presently exist or are hereafter amended. Furthermore, if any blasting is to take place, the Developer shall notify the Borough at least five (5) days prior to the date of blasting as to when the blasting activity shall commence. All adjacent property owners shall be notified of the

Developer's intentions to blast at the time of filing for the necessary permits. The Developer shall once again notify the adjacent property owners at least five (5) days prior to the date of the commencement of blasting activities. Furthermore, if the Developer shall require blasting on the site, the blasting company shall deposit with the Borough Manager, prior to requesting permits to allow blasting, a second certificate of insurance naming the Borough and the Borough Engineer as additional insureds with a specific reference to blasting activities, and the amount of insurance shall be the same amount of insurance as is required by paragraph 28 of this Agreement.

k. "AS-BUILT". Developer shall supply "as-built" drawings to the Borough covering all of the Improvements within the development including all construction details, specifications and other information required by the Borough. The "as-built" drawings shall be certified and sealed by a qualified engineer and shall be supplied within thirty days after completion of construction.

1. COMPLIANCE WITH APPROVAL RESOLUTION. Applicant shall pay a fee in lieu of Park and Recreation in the amount of One Thousand Five Hundred Dollars (\$1,500.00) payable for each lot located in Perkasio Borough, which shall be payable at the time of the Application for a building permit on any of the said six (6) lots. In all other respects, the applicant shall comply with the conditions set forth in Resolution 2024-59.

4. Developer's Insurance and Indemnity.

a. INSURANCE. Developer agrees to indemnify, defend and hold harmless the Borough, its officials, its employees, its agents and its professionals (the Borough Engineer, the Borough Solicitor) for any loss suffered by any of them as a result of the construction of the Improvements contemplated under this Agreement and Developer will maintain in full force and effect during the period of construction and installation of the Improvements contemplated under this Agreement and the period of maintenance thereof, policies of liability insurance insuring Developer, Borough, its officials, its employees, its agents and its professionals (as hereinbefore defined) from liability for personal injury and property damage claims and will have Borough and its professionals named as additional named insureds in each of the following type policies and to provide the following coverages:

(i) Developer's General Liability: \$500,000.00 coverage for personal Injury liability; \$500,000.00 coverage for property damage liability.

(ii) Public Liability and Property Damage Insurance: \$500,000.00 coverage

(iii) Automobile Liability: \$500,000.00 coverage for personal injury liability; \$500,000.00 coverage for property damage liability

(iv) Workmen's Compensation Insurance: Statutory Limits The insurance certificate issued on behalf of the Borough shall include the following statement:

IT IS A CONDITION OF THE ABOVE DESCRIBED POLICIES THAT AN ENDORSEMENT BE ISSUED WHEREBY THE INSURER (AND DEVELOPER AGREES AS WELL) TO NOTIFY PERKASIE IN WRITING, AT 620 WEST CHESTNUT STREET, PERKASIE, PA 18944, ATTN: BOROUGH MANAGER, VIA REGISTERED MAIL, OR OTHER FORM OF DELIVERY FOR WHICH RECEIPT IS ACKNOWLEDGED, OF INSURER'S INTENTION TO CANCEL ANY OF THE ABOVE DESCRIBED POLICIES.

b. **BOROUGH TO BE HELD HARMLESS.** Developer shall, at all times, indemnify, defend and hold the Borough, its employees and its professionals harmless from any claims or suits [including those arising from the alleged or actual negligence of the Borough, its officials, its employees, its agents, and its professionals (Borough Engineer, Borough Solicitor, Borough Planner, and Borough Landscape Review Consultant)] which may result from the approval of the within development, the construction of the Improvements required by this Agreement, or which any adjoining or nearby property owners or any person whatsoever may bring against the Borough or against its officials, its employees, its agents or its professionals (as hereinbefore defined) and/or against the Developer, and any of its officials and employees, or subcontractors, for any conditions occurring on adjoining or nearby property, caused or alleged to be caused by conditions arising from the Improvements or caused by Developer or its agents during construction. Included, by way of example but not limitation, within Developer's indemnification of the Borough, its officials, its employees, its agents and its professionals is Developer's agreement to protect Borough, its officials, its employees, its agents and its professionals and hold the Borough, its officials, its employees, its agents and its professionals harmless from any claim related to the flow of stormwater from the Real Estate on to adjacent neighboring properties that is caused by completion of the Improvements. Developer's indemnification of the Borough, its officials, its employees, its agents or its professionals shall include, but not be limited to reasonable legal, engineering and expert witness fees; and for any judgment rendered against the Borough, its officials, its employees, its agents or its professionals, by any person or entity including adjoining or nearby property owners from alleged conditions arising out of Developer's construction activities or any alleged defects of the Improvements.

5. Reimbursements to Borough.

a. **REIMBURSEMENT FOR COSTS.** Developer agrees to reimburse the Borough within thirty (30) days after receipt of a bill from the Borough, for all reasonable costs incurred by the Borough in connection with the Plan, the construction of the Improvements required by this Agreement, the enforcement of this Agreement, the enforcement of any Borough Ordinances as related to the Plan, the cost of addressing any occupant's reasonable complaints as related to the Plan, the cost of the preparation of this Agreement, any Escrow or Tripartite Agreements, the preparation of any Deeds of Easement if required hereunder, the recording of any instruments required under this Agreement, and any and all such other reasonable costs incurred by the Borough in connection with or on account of this Agreement and/or any of the matters dealt with herein, including but not limited to, engineering; design and plan review; inspection and legal fees, plus ten percent (10%) of the amount of said bills to defray the cost of clerical work by the Borough. Any balance not paid within thirty (30) days shall be charged

interest at the rate of 1.25% per month, or any part thereof that such balance is past due. Developer agrees that no reductions in the Deposit in accordance with paragraph 1.e. hereof will be made until any overdue balance then due the Borough is first paid in full, and that Borough is hereby authorized to deduct from such security any overdue balance owing the Borough upon ten (10) days' notice to the Developer. However, nothing herein shall prevent Developer from contesting Borough invoices pursuant to the procedures set forth in Pennsylvania Municipalities Code, 53 P.S. 10509 and 10510. In the event there is any overdue balance due the Borough with respect to any phase in the development of which this phase is a part and provided Developer has not filed a proper challenge to said invoice pursuant to the Pennsylvania Municipalities Code, 53 P.S. 10510 then Developer agrees that Borough may withhold the issuance of any building, occupancy or other permits relating to the Improvements.

b. **ENGINEERING AND LEGAL ESCROW.** Developer shall deposit with the Borough the sum of Twenty Thousand Dollars (\$20,000.00) in an escrow security account ("ESA") as security, for the payment of initial expenses incurred by the Borough, including inspection fees, all reasonable charges and fees of an engineering and legal nature which may be incurred by the Borough in connection with the subdivision, with this Agreement and any aspect of the Improvements and as further provided for in Paragraph 5.b. hereof, which said Twenty Thousand Dollars (\$20,000.00) if deposited shall reduce the amount required by the provisions of BACKGROUND Subsection E and Paragraph 1 (a) above by Twenty Thousand Dollars (\$20,000.00). A minimum balance of Five Thousand Dollars (\$5,000.00) shall be maintained by Developer with the Borough at all times, and if the amount held in the ESA for this purpose falls below said balance, then the Developer, on notice from Borough, shall within seven (7) days deposit an additional amount sufficient to pay all administrative, engineering and legal costs and fees as provided for in this Agreement subject to the limitations set forth in 53 P.S. 10510, and to maintain the minimum Five Hundred Dollars (\$500.00) balance in this security fund, until the final maintenance fund above mentioned has been released by the Borough. The Borough shall, at the time it issues the certificate of completion to the Developer, deliver to the Developer an itemized statement of all such costs incurred by the Borough in regard to the work contemplated herein, together with the balance of any monies remaining in the ESA. Should the ESA be inadequate, for any reason, to allow reimbursement to the Borough for engineering and legal expense, the Borough, after ten (10) days written notice affording Developer the opportunity to cure, shall have the right to reimbursement from the security posted in accordance with paragraph a. hereof.

6. **Completion of Developer's Improvements.**

a. **COMPLETION DATE.** The work on the Improvements shall be completed no later than one (1) year from the date of this Agreement, provided, however, that by mutual written agreement of the Borough and the Developer, the time of performance and completion may be extended, and in such case, the Borough may require additional escrow money if the cost of doing the remaining work might exceed the amount in escrow. If: (i) the Developer fails to perform the work as herein specified; or (ii) if the Borough agrees to extend the time of performance and completion (which agreement shall not be unreasonably withheld) and during such period as extended the Borough, in its sole discretion, determines that adequate progress is not being made toward completion of the Improvements, then the Borough may, at its option, after ten (10) business days' notice in writing or without such notice in the event such notice cannot be given before the Deposit terminates, demand that the amount remaining in the

Deposit be turned over to the Borough in which case the Borough will proceed to complete the required Improvements to the extent deemed necessary by the Borough, pay all costs, and then return any balance to the Escrow Agent or Surety. While it is understood that the Improvements are to be completed within one (1) year of the date of this Agreement, nevertheless Developer shall remain responsible and obligated to complete the Improvements regardless of whether they are completed within the stipulated time period. Borough has the right to either extend the time for completion or declare this Agreement in breach if the Improvements are not completed within the stated time or if the Borough determines, in its reasonable discretion during any extended time for completion that adequate progress is not being made toward completion of the Improvements. However, nothing herein shall be construed to require the Developer to begin the construction of the Improvements or to permit the Borough to do so, in the event that the Developer determines not to proceed with the development. Should Developer commence construction, all of the terms of this Agreement shall continue in full force and effect until all Improvements are completed and approved by the Borough.

b. FINAL RELEASE OF DEPOSIT. When the Developer has completed all of the necessary and appropriate Improvements as set forth on Exhibit "A" and so notified the Borough under Section 510(a) of the MPC (53 P.S. §10510(a), the remaining security, other than the maintenance bond under Section 509(k) of the MPC (53 P.S. §10509(k)) as provided above, shall be returned to the Developer after the Borough Engineer has filed with the Borough a Certificate of Completion, and only after release of same is approved by the Board in accordance with Section 510 of the MPC (53 P.S. §10510). It is expressly understood that the Developer will not submit notification to the Borough pursuant to Section 510 of the MPC (53 P.S. §10510) unless and until the Improvements specified in Exhibit "A" hereto are completed in accordance with the final approved plans. However, Developer may request reductions in the amount of the Deposit pursuant to Paragraph 1.e. herein. Dedication of completed portions of Improvements will not be accepted. When any portion of the Improvements shall not be approved or shall be rejected by the Borough, the Developer shall have ninety (90) days from the date the Borough Engineer files his/her report to complete and/or repair such unapproved or rejected Improvements and again notify the Borough of their completion and/or repair under MPC Section 510(d). In such case, the Borough Engineer's report made under MPC Section 510(a) shall be limited to only those Improvements that were previously unapproved or rejected. In the event the Borough Engineer's inspection of the Improvements that originally were unapproved or rejected by the Borough indicates the Developer has successfully completed those items and/or repairs, then the Borough shall act to accept dedication of the Improvements in accordance with MPC Section 510. However, if: (i) the Developer fails to complete and/or repair such unapproved or rejected Improvements and again notify the Borough of their completion and/or repair in accordance with Section 510(d) of the MPC within ninety (90) days from the date the Borough Engineer previously filed his/her report; or (ii) if the Borough Engineer again rejects such previously unapproved or rejected Improvements, then any subsequent report made by the Borough Engineer in accordance with a notification of the completion of Improvements made by the Developer under Section 510(d) of the MPC shall address all of the Improvements in the development and not just those that had previously been rejected or not approved by the Borough Engineer.

c. BUILDING PERMITS/OCCUPANCY. Immediately upon execution of this Agreement, recording of the Plan and Developer posting the ESA and the Deposit, Developer shall be permitted to receive building permits to construct the

buildings on the Real Estate provided that all soil and erosion control measures are installed and functioning as required by the Plan and DEP permit and provided the Borough and its consultants have safe ingress and egress to the Real Estate and buildings under construction. However, it is agreed that the Real Estate may not be occupied before the Improvements, including water and wastewater Improvements, are substantially completed to the extent reasonably required by the Borough. All Borough requirements in this regard will be consistent with the Final Approval, this Agreement, and the MPC.

d. DEED OF EASEMENT. All required easements in favor of the Borough for access, utilities, stormwater, and roadway improvements must be granted and recorded concurrently with the recording of the Plan; PROVIDED, HOWEVER, that the Developer shall be responsible for enforcement of the terms of any required easements until the Improvements are completed and approved by the Borough in accordance with this Agreement. It is agreed that the Developer shall include in a unilateral declaration or other suitable document, in form satisfactory to the Borough Solicitor, the right of the Borough to inspect and maintain (if the Developer or its successors and assigns shall fail to do so) all storm sewer installations required under the Site Plans. However, it is expressly understood that the Developer's responsibility with respect to the Improvements will be transferred to a Homeowners' Association pursuant to the terms of the Homeowners' Association documents to be approved by the Borough Solicitor. The delivery, acceptance, and/or recording of said easements and/or declaration shall not constitute either acceptance or approval of any work or Improvements covered by this Agreement.

e. RESPONSIBILITY FOR IMPROVEMENTS. It is expressly understood and agreed that the Borough does not hereby accept any responsibility for the maintenance of any streets, roads, or other Improvements, that the Borough (until dedication) does not hereby accept the streets or roads as part of the public road system of the Borough, that the Borough in no manner assumes any liability in connection with said Improvements. The Developer assumes full responsibility in connection with the Improvements of every kind whatsoever and the cost thereof. The Borough's sole interest in the Improvements is the enforcement of the terms of this Agreement and of the laws and ordinances under authority of which this contract is executed. It is agreed that the notwithstanding any reductions approved pursuant to Paragraph 1.e., Deposit shall continue to contain sufficient funds under this Agreement until the Improvements are completed and approved by the Borough.

f. DEVELOPER TO PROVIDE TITLE INSURANCE. If the Developer intends, or if the Plan provides for, any part of the development to be dedicated to the Borough or any easement over part of the development to be conveyed to the Borough, at the Borough's request, the Developer shall provide with such deeds or easements a policy of insurance issued by a reputable title insurance company with nominal policy limits, but which policy shall insure to the Borough that as of the date(s) of the conveyance, the title to be conveyed to Borough is good and marketable, and free and clear of all mortgages, judgments, liens or encumbrances, and all taxes which might affect Borough's title have been paid.

7. Miscellaneous.

a. WAIVERS. It is further expressly understood and agreed that nothing contained herein shall waive any requirements, Ordinances of the Borough, or the land

development regulations, and nothing contained herein empowers the zoning officer, building inspector or engineer to waive any such requirements.

b. DEVELOPER'S DEFAULT. In the event that Developer is in material violation of any provision of this Agreement, then the Borough may, at its option, after ten (10) business days' notice in writing has been provided to Developer and Developer has failed to cure such violation, or without such notice in the event such violations require immediate attention to prevent and/or eliminate any risk to property, health, safety or the environment, forthwith revoke any and all Building Permits for any units that are not yet completed and issue a stop work order(s) and Developer hereby agree to comply therewith until such time as any deficiency or violations have been corrected to the satisfaction of the Borough.

c. ASSIGNMENT. This Agreement may not be assigned by Developer without the written consent of Borough, which consent will not be unreasonably withheld and will be granted upon satisfactory proof that the Improvements will be properly installed and secured or the execution of an assumption of the terms of this Agreement by the assignee.

d. RIGHT TO ENTER THE PROPERTY. Developer shall retain the right, either by deed reservation or otherwise, for itself and for the Borough, to enter upon the Real Estate, before or after it is conveyed, in order to correct or modify stormwater or grading problems when required to do so by the Borough.

e. MONUMENTS. Property monuments, as designated on the Plan, must be in place for each unit within the development before occupancy of that unit will be permitted. The proper placement of the monuments must be approved by the Borough Engineer.

f. CONSTRUCTION TRAILERS. Upon the execution of this Agreement, the Developer may locate Temporary Structures, including by way of example but not limitation, construction trailers and tents, only within the required setback areas. Temporary structures shall not be located within existing or proposed open space areas, unless specifically shown on the Plan and approved by the Borough.

g. NOTICES. Wherever provision is made in this Agreement for giving, service or delivery of any notice, statement, or other instrument, such notice shall be deemed to have been given and delivered, if mailed with the United States Postal Service, registered or certified mail, addressed to the party entitled to receive same or hand delivered at the following address:

BOROUGH:

BOROUGH OF PERKASIE
620 W. Chestnut Street
P.O. Box 96
Perkasie, PA 18944
ATTN: Borough Manager

With a copy to:

Jeffrey P. Garton, Esquire
Begley, Carlin & Mandio, LLP
680 Middletown Blvd.
Langhorne, PA 19047

DEVELOPER:

Sal Lapio, Inc.
Attn: Linda Nace, V.P.
104 Old Mill Road
Sellersville, PA 18960

Each party hereto may change its mailing address by giving to each other party hereto notice in accordance herewith of such change of address and of such new address. Except where otherwise specified in this agreement, any notice, statement, or other instrument shall be deemed to have been given, served, and delivered on the third day following the date on which such notice was mailed, or on the day hand delivered, as herein provided.

h. **PERSONS BOUND.** This Agreement extends to and binds the surety, if any, the heirs, executors, successors and assigns of the Developer and the Borough.

i. **HEADINGS NOT PART OF AGREEMENT.** Any headings preceding the text of the several paragraphs hereof are inserted solely for convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect its meaning, construction, or effect.

j. **MODIFICATION.** This Agreement constitutes the entire agreement between the parties and no change, alteration, cancellation, or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

k. **SEVERABILITY.** In the event that any paragraph or part thereof of this Agreement conflicts with the law under which this Agreement is to be construed or if any such paragraph or part thereof be held invalid by a court of competent jurisdiction, such paragraph or part thereof shall be deleted from this Agreement and the Agreement shall be construed to give effect to the remaining paragraphs or parts thereof.

l. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original.

m. **GOVERNING LAW.** This Agreement shall be governed by and interpreted pursuant to the laws of the Commonwealth of Pennsylvania.

n. **AUTHORITY TO SIGN ON BEHALF OF DEVELOPER.** Those individuals executing this agreement on behalf of Developer have authority to do so.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the day and year first above written, each intending to be legally bound hereby.

WITNESS:

DEVELOPER:
SAL LAPIO, INC.

Witness: 

By: Linda Nace, V.P.
Name: LINDA NACE
Title: VICE PRESIDENT

ATTEST:

**BOROUGH COUNCIL OF
PERKASIE BOROUGH:**

Andrea L. Coaxum, Manager

By: James Ryder, President

COMMONWEALTH OF PENNSYLVANIA

:

:

:

ss.

COUNTY OF BUCKS

On this 1st day of May, 2025, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared LINDA MEE, VICE PRESIDENT of SAL LAPPIO, INC., known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission Expires:

Commonwealth of Pennsylvania - Notary Seal DONNA L. SNIDER-SITLER - Notary Public Bucks County My Commission Expires October 24, 2025 Commission Number 1156209

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF BUCKS : ss.

On this ____ day of _____, 202____, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared JAMES RYDER, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that he executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA :
 :
COUNTY OF BUCKS : ss.

On this ____ day of _____, 202____, before me, a notary public of the Commonwealth of Pennsylvania, personally appeared ANDREA L. COAXUM, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument on behalf of PERKASIE BOROUGH, and acknowledged that she executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public
My Commission Expires:

EXHIBIT “A”
ESCROW TABULATION

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME: Green Ridge Estates West
 PROJECT NO.: 19-10024
 PROJECT OWNER: Sal Lapiro Homes
 MUNICIPALITY: Parkside Borough
 ESCROW AGENT:
 TYPE OF SECURITY:
 AGREEMENT DATE:

TOTAL CONSTRUCTION: \$ 685,913.30
 TOTAL CONSTRUCTION CONTINGENCY (10%): \$ 68,591.33
 TOTAL ENG/INS/LEGAL: \$ 68,591.33
 TOTAL CONSTRUCTION ESCROW POSTED: \$ 823,095.96

AMOUNT OF WORK IN PLACE THIS PERIOD:
 REQUIRED RETAINAGE THIS RELEASE (10%):
 AMOUNT OF THIS RELEASE:
 TOTAL ESCROW RELEASED TO DATE:
 TOTAL ESCROW REMAINING:
 TOTAL CONSTRUCTION CONTINGENCY (10%):
 TOTAL ENG/INS/LEGAL:
 TOTAL RETAINAGE TO DATE:
 TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:

RELEASE NO.:
 RELEASE DATE:

ESCROW TABULATION

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #1		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
A. SITE CLEARING & DEMOLITION													
1.	Tree Clearing and Grubbing	LS	1	\$ 14,230.00	\$	14,230.00			1	\$ 14,230.00			
2.	Demolition of Existing Building and Features	LS	1	\$ 92,736.00	\$	92,736.00			1	\$ 92,736.00			
3.	Remove Copper Tubing and Curb Box	LS	1	\$ 1,500.00	\$	1,500.00			1	\$ 1,500.00			
4.	Remove Sanitary Cleanout	LS	1	\$ 1,500.00	\$	1,500.00			1	\$ 1,500.00			
5.	Abandon Existing Well	EA	3	\$ 3,560.00	\$	10,680.00			3	\$ 10,680.00			
6.	Sign Relocation	EA	1	\$ 210.00	\$	210.00			1	\$ 210.00			
B. EROSION & SEDIMENT CONTROLS													
1.	Rock Construction Entrance	EA	1	\$ 6,390.00	\$	6,390.00			1	\$ 6,390.00			
2.	Tree Protection Fence	LF	637	\$ 7.75	\$	4,936.75			637	\$ 4,936.75			
3.	Tree Protection Fence around BMP	LF	358	\$ 7.75	\$	2,774.50			358	\$ 2,774.50			
4.	18" Compost Filter Sock	LF	2120	\$ 5.90	\$	12,508.00			2120	\$ 12,508.00			
5.	12" Compost Filter Sock	LF	90	\$ 3.75	\$	337.50			90	\$ 337.50			
6.	MAG S75 Swale Lining	SF	6370	\$ 0.50	\$	3,185.00			6370	\$ 3,185.00			
7.	MAG S75 Slope Matting	SF	9866	\$ 0.50	\$	4,933.00			9866	\$ 4,933.00			
8.	Inlet Protection	EA	2	\$ 300.00	\$	600.00			2	\$ 600.00			
9.	Rock Filter	EA	2	\$ 1,550.00	\$	3,100.00			2	\$ 3,100.00			
10.	Temporary Seeding	LS	1	\$ 3,000.00	\$	3,000.00			1	\$ 3,000.00			
11.	Concrete Washout	EA	1	\$ 1,000.00	\$	1,000.00			1	\$ 1,000.00			
12.	Pumped Water Filter Bag	EA	1	\$ 500.00	\$	500.00			1	\$ 500.00			
13.	E&S Maintenance and Removal	LS	1	\$ 7,500.00	\$	7,500.00			1	\$ 7,500.00			
C. EARTHWORK													
1.	Strip & Stockpile Topsoil	CY	3045	\$ 4.50	\$	13,702.50			3045	\$ 13,702.50			
2.	Cut to Fill	CY	3655	\$ 4.50	\$	16,447.50			3655	\$ 16,447.50			
3.	Site Grading	SF	193200	\$ 0.10	\$	19,320.00			193200	\$ 19,320.00			
4.	Reasphalt Topsoil	CY	982	\$ 5.00	\$	4,910.00			982	\$ 4,910.00			
D. STORMWATER MANAGEMENT													
Bain Garden BMP #1													
1.	Strip & Stockpile Topsoil	CY	210	\$ 6.25	\$	1,312.50			210	\$ 1,312.50			
2.	Cut to Fill	CY	330	\$ 5.50	\$	1,815.00			330	\$ 1,815.00			
3.	Berm Keyway	LS	1	\$ 2,230.00	\$	2,230.00			1	\$ 2,230.00			
4.	10" DIP (Double Pipe)	LF	12	\$ 390.00	\$	4,680.00			12	\$ 4,680.00			
5.	Dual 10" Type D Endwall	EA	1	\$ 3,260.00	\$	3,260.00			1	\$ 3,260.00			
6.	Rip Rap Apron (R-3, 18" Depth)	EA	1	\$ 3,070.00	\$	3,070.00			1	\$ 3,070.00			
7.	Concrete Checker Block Spillway	SF	570	\$ 14.70	\$	8,379.00			570	\$ 8,379.00			
8.	Rain Garden Conversion	LS	1	\$ 12,000.00	\$	12,000.00			1	\$ 12,000.00			
9.	18" Amended Soil	CY	248	\$ 116.00	\$	28,768.00			248	\$ 28,768.00			

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Green Ridge Estates West	TOTAL CONSTRUCTION:	\$ 685,913.30	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	19-10024	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 68,591.33	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Sal Lapio Homes	TOTAL ENG/INSP/LEGAL:	\$ 68,591.33		\$ -
		TOTAL CONSTRUCTION ESCROW POSTED:	\$ 823,095.96	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	Perkasie Borough			TOTAL ESCROW RELEASED TO DATE:	\$ 823,095.96
ESCROW AGENT:				TOTAL ESCROW REMAINING:	\$ 68,591.33
TYPE OF SECURITY:				TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 68,591.33
AGREEMENT DATE:				TOTAL ENG/INSP/LEGAL:	\$ -
				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 685,913.30
				RELEASE REQ #1	

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #1		
CONSTRUCTION ITEMS					UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
10. Respread Topsoil					CY	50	\$ 10.00	\$ 500.00					
11. Fine Grading					SF	4470	\$ 0.10	\$ 447.00					
12. Retention Basin Floor Mix ERNMW-126					SF	4524	\$ 1.00	\$ 4,524.00					
Retention Basin (Lot 1)													
1. Strip & Stockpile Topsoil					CY	50	\$ 6.50	\$ 325.00					
2. Cut to Fill					CY	92	\$ 5.50	\$ 506.00					
3. 4" Part HDPE Underdrain Pipe					LF	75	\$ 57.50	\$ 4,312.50					
4. 4" HDPE Pipe					LF	20	\$ 33.00	\$ 660.00					
5. 4" Valve					EA	1	\$ 520.00	\$ 520.00					
6. Retentive Berm Conversion					LS	1	\$ 3,300.00	\$ 3,300.00					
7. 18" Amended Soils					CY	42	\$ 116.00	\$ 4,872.00					
8. Respread Topsoil					CY	35	\$ 12.50	\$ 437.50					
9. Fine Grading					SF	765	\$ 0.35	\$ 267.75					
10. Retention Basin Floor Mix ERNMW-126					SF	368	\$ 1.00	\$ 368.00					
STORM SEWER													
1. Type C Inlet - 6" Width					EA	2	\$ 5,510.00	\$ 11,020.00					
2. 6" Roadway Base Drain					LF	970	\$ 25.00	\$ 24,250.00					
3. 12" HDPE					LF	57	\$ 120.00	\$ 6,840.00					
4. 12" DIP CL50					LF	42	\$ 370.00	\$ 15,540.00					
5. Rip Rap Apron (R-3)					EA	1	\$ 2,760.00	\$ 2,760.00					
6. Triple 12" Endwall w/ Rack					EA	2	\$ 8,650.00	\$ 17,300.00					
PAVING & CONCRETE													
Driveway													
1. 7x8x18 Concrete Curb					LF	795	\$ 31.50	\$ 25,042.50					
2. Concrete Sidewalk (4" Concrete & 4" 2B Stone)					SF	2673	\$ 6.00	\$ 16,038.00					
3. Driveway Apron (6" Concrete & 6" 2B Stone)					SF	1106	\$ 6.50	\$ 7,189.00					
4. Fine Grading					SY	1672	\$ 1.50	\$ 2,508.00					
5. 6" Stone Subbase (2A Stone)					SY	1672	\$ 9.75	\$ 16,302.00					
6. 6" Superpave Base Course (25mm)					SY	1672	\$ 30.25	\$ 50,578.00					
7. 2.5" Superpave Binder Course (19mm)					SY	1672	\$ 17.00	\$ 28,424.00					
8. Sweep and Tack Coat					SY	1672	\$ 0.90	\$ 1,504.80					
9. 1.5" Superpave Wearing Course (9.5mm)					SY	1672	\$ 8.75	\$ 14,630.00					
10. Joint Seal					LF	1200	\$ 1.25	\$ 1,500.00					
11. Traffic Control					LS	1	\$ 1,000.00	\$ 1,000.00					

ESCROW STATUS REPORT



SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Green Ridge Estates West	TOTAL CONSTRUCTION:	\$ 685,913.30	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ -
PROJECT NO.:	19-10024	TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 68,591.33	REQUIRED RETAINAGE THIS RELEASE (10%):	\$ -
PROJECT OWNER:	Sai Lapiro Homes	TOTAL ENG/INSP/LEGAL:	\$ 68,591.33	AMOUNT OF THIS RELEASE:	\$ -
MUNICIPALITY:	Parkside Borough	TOTAL CONSTRUCTION ESCROW POSTED:	\$ 823,095.96	TOTAL ESCROW RELEASED TO DATE:	\$ -
ESCROW AGENT:				TOTAL ESCROW REMAINING:	\$ 823,095.96
TYPE OF SECURITY:				TOTAL CONSTRUCTION CONTINGENCY (10%):	\$ 68,591.33
AGREEMENT DATE:				TOTAL ENG/INSP/LEGAL:	\$ 68,591.33
				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ 685,913.30

ESCROW TABULATION							CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ #1		
CONSTRUCTION ITEMS							UNITS	QUANTITY	UNIT PRICE	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
G. LANDSCAPING															
1.	Red Maple 2.5" Cal	EA	9	\$	513.00	\$	4,617.00			9	\$	4,617.00			
2.	London Plane Tree 2.5" Cal.	EA	8	\$	306.00	\$	2,448.00			8	\$	2,448.00			
3.	White Oak 2.5" Cal.	EA	3	\$	513.00	\$	1,539.00			3	\$	1,539.00			
4.	Little Leaf Linden 2.5" Cal.	EA	9	\$	480.00	\$	4,320.00			9	\$	4,320.00			
5.	Kousa Dogwood 5-6' HT	EA	3	\$	273.00	\$	819.00			3	\$	819.00			
6.	Weeping Cherry 1/2" Cal.	EA	3	\$	306.00	\$	918.00			3	\$	918.00			
7.	Colorado Spruce 4-5' HT	EA	12	\$	295.00	\$	3,540.00			12	\$	3,540.00			
8.	White Pine 4-5' HT	EA	12	\$	218.00	\$	2,616.00			12	\$	2,616.00			
9.	Glossy Buckhorn 4' HT	EA	4	\$	150.00	\$	600.00			4	\$	600.00			
10.	Winterberry Holly 4' HT	EA	4	\$	150.00	\$	600.00			4	\$	600.00			
11.	Lawn Soil Amendment Area	CY	1500	\$	40.00	\$	60,000.00			1500	\$	60,000.00			
H. LIGHTING															
1.	Street Lights	EA	4	\$	2,500.00	\$	10,000.00			4	\$	10,000.00			
I. REGULATORY SIGNS & STRIPING															
1.	Pavement Striping	LS	1	\$	750.00	\$	750.00			1	\$	750.00			
2.	Street Sign	EA	1	\$	300.00	\$	300.00			1	\$	300.00			
3.	Traffic Signs	EA	3	\$	300.00	\$	900.00			3	\$	900.00			
J. MISCELLANEOUS															
1.	Construction Stakeout	LS	1	\$	17,190.00	\$	17,190.00			1	\$	17,190.00			
2.	Monuments	EA	32	\$	225.00	\$	7,200.00			32	\$	7,200.00			
3.	Construction As-Built Plans	LS	1	\$	8,350.00	\$	8,350.00			1	\$	8,350.00			
4.	Notice of Termination	LS	1	\$	4,225.00	\$	4,225.00			1	\$	4,225.00			



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2025

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

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lechner & Stauffer, Inc. P.O. Box 26 Pennsburg PA 18073	CONTACT NAME:	
	PHONE (A/C, No, Ext): 215-679-9568	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Motorists Comm. Mutual Ins Co	13331
	INSURER B: Clear Spring American Insurance Company	11219
	INSURER C: James River Insurance Company	12203
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:** 1957500023**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			5001313494	12/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			5001313494	12/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			00159819-0	12/1/2024	12/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WCA22405202	12/31/2024	12/31/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Perkasie Borough is included as additional insured with regards to general liability and auto liability as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**Perkasie Borough
620 West Chestnut St
PO Box 96
Perkasie PA 18944

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

RESOLUTION NO. 2025-27

A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE APPROVING THE DISPLAY AGREEMENT BETWEEN CELEBRATION FIREWORKS, INC. (“CELEBRATION”) AND PERKASIE BOROUGH FOR THE PURPOSE OF PROVIDING A FIREWORKS DISPLAY, TOGETHER WITH THE SERVICES OF A PYROTECHNIC OPERATOR LICENSED FOR THE STATE OF THE DISPLAY TO BE IN CHARGE OF, AND ALONG WITH SUFFICIENT CREW TO SAFELY DISCHARGE THE DISPLAY AND AUTHORIZING THE BOROUGH MANAGER TO EXECUTE THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE.

WHEREAS, Celebration Fireworks, Inc. (“Celebration”), has provided the Borough of Perkasio with a Display Agreement for the purpose of providing a fireworks display, together with the services of a pyrotechnic operator licensed for the State of the display to be in charge of, and along with sufficient crew to safely discharge the display for the Borough; and

WHEREAS, the Borough of Perkasio, Bucks County, Pennsylvania has determined that it is in the best interest of the Borough to approve the Display Agreement; and

WHEREAS, the Borough Council herein authorizes the Borough Manager to execute any and all documents related to the Display Agreement.

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

1. Approval of Agreement. The Borough Council of Perkasio Borough herein approves the Display Agreement, which is attached hereto as Exhibit “A” and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager to execute the Display Agreement between the Borough and Celebration, on behalf of Perkasio Borough.

THIS RESOLUTION was duly adopted this 5th day of May, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

DISPLAY AGREEMENT

Agreement date: _____

PARTIES: CELEBRATION FIREWORKS, INC. (CFI)
7911 7th St, Slatington PA 18080

CUSTOMER (PURCHASER) _____

Address: _____

PERFORMANCE DATE: _____

RAIN DATE: _____

CONTRACT AMOUNT: \$ _____

NON-REFUNDABLE DEPOSIT AMOUNT: \$ _____

DISPLAY LOCATION:

1. This agreement, entered into on the agreement date, is between the parties indicated above.
2. CFI agrees to furnish PURCHASER, in accordance with terms and conditions hereinafter set forth, a fireworks display, together with the services of a pyrotechnic operator licensed for the state of the display to be in charge of, and along with sufficient crew to safely discharge the display. The display is scheduled to be produced on the PERFORMANCE DATE (or, given inclement weather, the RAIN DATE) at the DISPLAY LOCATION noted above.
3. PURCHASER, at its own expense, agrees to provide to CFI: A) A suitable display location in which to stage the fireworks production, including a firing and a fallout zone acceptable to CFI in which the fireworks and fireworks debris may be ignited, rise and fall safely. B) Adequate policing, guard protection, roping, fencing, and/or other crowd control measures to prevent the access of the public, or its property not authorized by CFI into the display site. C) The services and cost of standby firemen and/or applicable permit fees as required by state and local statutes, ordinances or regulations. D) Access by CFI, at all times to the DISPLAY LOCATION to set up the display. If PURCHASER fails to fully comply with all requirements of A, B, C, and/or D set forth above, CFI shall have no obligation to complete the performance and PURCHASER agrees to pay CFI the entire contract price plus any additional expenses incurred because of said failure. If in its sole discretion, PURCHASER designates an area for members of the public to view the display ("spectator area") and/or area for parking vehicles, ("parking area"), the PURCHASER shall: E) Ensure that the Spectator Area does not infringe on the Display Area; F) Have sole responsibility for insuring that the terrain of the Spectator Area and any structures thereon, including, but not limited to grandstands and bleachers are safe for use by spectators; G) Have sole responsibility for insuring that the Parking Area is safe for use; H) Have sole responsibility to police, monitor, and appropriately control spectator access to the Spectator Area and Parking Area and police, monitor and appropriately control the behavior of persons in these areas. It is expressly agreed that CFI, (including its operators and crew) shall not inspect, police, monitor or otherwise supervise any area of the site other than the Display Area, except to ensure: I) That any Spectator or Parking Area are outside the Display Area; and J) After completion of the Display, that the Display Area is cleared of any live fireworks debris originating from the program.
4. PURCHASER shall pay to CFI the CONTRACT AMOUNT. The non-refundable DEPOSIT AMOUNT must be paid *at the time of contract acceptance*. In the event that the display cannot proceed due to government restrictions, the paid deposit can be credited to a display scheduled within 9 months of the original display date. Full final payment is due on the day of the display. A finance charge at a periodic rate of 1.5% per month, 18% annual percentage rate, will be charged on the unpaid balance after 30 days from the date of the display. PURCHASER, by signing this agreement, authorizes CFI to receive and verify financial information concerning PURCHASER from any person or entity.
5. **POSTPONEMENTS.** PURCHASER agrees to assume the risk of weather, and/or other causes beyond the control of CFI, which may either prevent the display from being safely discharged on the performance date, or which may cause the cancellation of any event for which PURCHASER has purchased the display, or which may affect or damage pyrotechnic equipment and material that must be placed and exposed in preparation for the display. It shall be within CFI's sole discretion, subject to the approval from the local Authority Having Jurisdiction, to determine whether or not the display may be safely discharged on the performance date at the scheduled time. The decision to postpone the display to the designated rain date (if any) must be made by 5pm the day prior to the performance date to avoid incurring additional costs by postponing to the rain date. PURCHASER agrees to pay CFI the following amount to cover expenses made necessary by this postponement: Traditional Display - 15% above and beyond the contract price. Pyromusical Display - 20% above and beyond the contract price.
6. **CANCELLATIONS.** PURCHASER shall have the option of unilaterally canceling this display. If PURCHASER exercises this option, CFI will retain the non-refundable deposit. PURCHASER also agrees to pay CFI, the reasonable value associated with any specific custom work performed by CFI or its agents, including but not limited to: music, voiceovers, services provided by other companies and/or agencies required for the production of the display, and/or other expenses over and beyond the amount of the non-refundable deposit.
7. CFI agrees to furnish suitable insurance coverage in connection with the display only, for bodily injury, property damage and liability. Such insurance shall include all individuals/entities listed on the certificate of insurance will be deemed as an additional insured per this contract. Such insurance afforded by CFI shall not include claims made against PURCHASER for bodily injury or property damage arising from A) Failure of

PURCHASER, including through or by its employees, agents, or independent contractors, to perform its obligations under this Agreement, including, without limitation, those contained in paragraph 3 of this Agreement: B) Failure of the PURCHASER to provide discretionary spectator and parking areas referred to in paragraph 3 of this Agreement. PURCHASER shall indemnify and hold CFI harmless from all claims and suits made against CFI for bodily injury or property damage arising from A) and B) of the paragraph.

8. If any legal action is brought to enforce or interpret the terms or provisions of this agreement, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled. This agreement shall be interpreted under the laws of the Commonwealth of Pennsylvania. It is further agreed that the courts of the Commonwealth of Pennsylvania shall have exclusive jurisdiction to adjudicate any disputes arising out of this contract or the performance of the display provided for herein.

9. In the event CFI breaches this agreement, or is otherwise negligent in performing the fireworks display provided herein, PURCHASER shall, under no circumstances be entitled to recover monetary damages from CFI beyond the amount PURCHASER agreed to pay CFI under this agreement. PURCHASER shall not, under any circumstances, be entitled to recover any consequential damages from CFI including, without limitation, for loss of income, business, or profits. Nothing in this paragraph shall be construed as a modification or limit to the insurance afforded in paragraph 7 above.

10. It is agreed, nothing in this Agreement or in CFI's performance of the display provided for herein, shall be construed as forming a partnership or joint venture between PURCHASER and CFI. The parties hereto shall be severally responsible for their own separate debts and obligations and neither party shall be held responsible for any agreements or obligations not expressly provided for herein. All terms of this agreement are in writing and may only be modified by written agreement of both parties hereto. Both parties acknowledge that they have received a copy of said written Agreement and agree to be bound by said terms of written agreement only.

11. Any notice to the parties required under this agreement shall be given by mailing such notice in the U.S. Mail, postage prepaid, first class, addressed as follows: CELEBRATION FIREWORKS, INC., 7911 7th St, Slatington, Pennsylvania 18080. PURCHASER's address shall be the CUSTOMER address as indicated above.

12. If there is more than one PURCHASER, they shall be jointly and severally responsible to perform PURCHASER's obligations under this agreement. This agreement shall become effective after it is executed and accepted by the PURCHASER and then after it is executed by CFI. This agreement may be executed in several counterparts, including faxed or scanned copies, each one of which shall be deemed an original against the party executing same. This agreement shall be binding upon the parties hereto and upon their heirs, successors, executors, administrators, and assigns. PURCHASER recognizes that because of the nature of fireworks, an industry accepted level of 5% of the product used in any display may not function as designed and this level of nonperformance is accepted as full performance.

SIGNED ON THIS DATE: _____

FOR PURCHASER:

X _____

FOR CELEBRATION FIREWORKS, INC.

X  _____

Title: **President**

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

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



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

JEFFREY P. GARTON, ESQUIRE
jgarton@begleycarlin.com

OF COUNSEL
SCOTT A. PETRI
FRANK A. FARRY
THOMAS E. HORA
ALLEN W. TOADVINE
TRACY P. HUNT
PAMELA A. VAN BLUNK*
KATHARINE J. WEEDE*
MARC L. RICKLES*

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

April 25, 2025

VIA EMAIL
manager@perkasieborough.org

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

Re: Celebration Fireworks, Inc.

Dear Andrea:

Pursuant to your request, I have reviewed the "Display Agreement" and my comments with respect to same are as follows:


1. Paragraph 2 – Celebration agrees to provide a "fireworks display". Do you know what the fireworks display consists of? Is there a separate sheet defining what \$14,000 achieves for the Borough? If not, I would suggest that you ask them for a description of what the display would involve.
2. I recall during discussions at the recent Council meeting there was no rain date. Is there a rain date?
3. Paragraph 3 – Can you meet the obligations imposed upon the Borough with respect to items A through I? I do have a concern about item J. Why should the Borough be required to clear any live fireworks debris originating from the program? Does live mean that it has not been extinguished?
4. Paragraph 5 – Please review the contents of what happens if the Agreement is postponed.

5. Paragraph 6 – You will note that if it is cancelled, the deposit is non-refundable.
6. Paragraph 9 – If for some reason Celebration breaches the Agreement, the only liability they would have to you would be limited to whatever you paid them for the performance.

Other than the aforementioned comments, I have no further comments. I enclose a Resolution to be considered by Council.

If you have any revisions, please advise.

Very truly yours,



Jeffrey P. Garton

JPG:ers
Attachment

Admin

From: Admin
Sent: Thursday, May 1, 2025 1:54 PM
To: Admin
Subject: Fireworks Contract - Perkasio Boro
Attachments: image002.png; image001.jpg; DVPLT-FireworksDisplaysByMembers-InsReqs04-2025.docx; 2025 Fireworks Contract.pdf

From: Marie Wade <mwade@dvtrusts.com>
Date: April 30, 2025 at 2:17:40 PM EDT
To: Linda Wolf <lwolf@dvtrusts.com>, Andrea Coaxum <manager@perkasioborough.org>
Subject: RE: Fireworks Contract - Perkasio Boro

Hello Andrea,

Circling back on this. As Linda mentioned below, there four coverage conditions that should be top of mind when analyzing coverage obligations under this agreement. They are:

1. The fireworks display itself [is] conducted by an independent contractor engaged by a Covered Entity in accordance with a contract, which contract shall contain an indemnification/hold harmless clause protecting a Covered Entity from any liability arising from the fireworks display;
2. The independent contractor will also be required to provide evidence of insurance coverage for any and all claims arising out of the fireworks display which coverage shall name a Covered Entity as an additional insured;
3. Township or Borough fire department personnel shall be present throughout the fireworks display; and
4. The fireworks display must be conducted in accordance with all applicable statutes, ordinances and regulations.

Thus, we reviewed the agreement with these in mind. There is a host of provisions that you can put in place, which are referenced in the attached word document. *It's a lot*, we know, and we appreciate that Celebration Fireworks may not have the appetite to accept all of them considering its line of business. However, we wanted to ensure you had the menu of options to share with your solicitor, who can eventually decide what should be included. At the end of the day, the ultimate change that I'd push for is Section 2.1 in the attached to replace section 7 in the original agreement (also attached). I'd follow that up with the indemnification language. The rest is gravy.

I hope this helps, please feel free to reach out with any questions or concerns.

Best,
Marie

Marie Wade
General Counsel

719 Dresher Road | Horsham, PA | 19044-2205
Phone: (267) 803-5725 | Fax: (267) 803-5775
www.dvtrusts.com | mwade@dvtrusts.com

Perkasie Borough
Coverage Conditions and Recommended Insurance Requirements
for Member-Sponsored Fireworks Displays

DVPLT Coverage Conditions:

1. The fireworks display itself shall be conducted by an independent contractor engaged by the Member in accordance with a contract, which contract shall contain an indemnification/hold harmless clause protecting the Member from any liability arising from the fireworks display;
2. The independent contractor will also be required to provide evidence of insurance coverage for any and all claims arising out of the fireworks display which coverage shall name the Member as an additional insured;
3. Township or Borough fire department personnel shall be present throughout the fireworks display; and
4. The fireworks display must be conducted in accordance with all applicable statutes, ordinances and regulations.

Recommended Insurance Requirements for Fireworks Shooters:

Note: As with any contract language, our suggested wording below should be reviewed by counsel prior to incorporation into any contract.

1 - General Insurance Requirements

1.1 - The Fireworks Shooter shall not commence operations until the Shooter has obtained at the Shooter's own expense all of the insurance as required hereunder and such insurance has been approved by Perkasie Borough (the Borough); nor shall the Shooter allow any contractor, subcontractor, affiliate or related organization to commence operations on Borough premises until all insurance required of the Shooter has been so obtained and approved by Borough. Approval of insurance required of the Shooter will be granted only after submission to the Borough of original certificates of insurance signed by authorized representatives of the insurers or, at Borough's request, certified copies of the required insurance policies.

1.2 - Insurance as required hereunder shall be in force during any operations conducted by the Shooter for or on behalf of the Borough under this Contract, including before and after the fireworks display. Original certificates signed by authorized representatives of the insurers or, at the Borough's request, certified copies of insurance policies, evidencing that the required insurance is in effect, shall be maintained with the Borough.

1.3 - All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation or non-renewal until sixty (60) days prior written notice has been given to the Borough.

1.4 - No acceptance and/or approval of any insurance by the Borough shall be construed as relieving or excusing the Shooter from any liability or obligation imposed upon either or both of them by the provisions of this Contract.

1.5 - If the Shooter does not meet the insurance requirements of this Contract, the Shooter shall forward a written request to the Borough for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Borough denies the request, the Shooter must comply with the

insurance requirements as specified in this Contract. If the Shooter does not meet the insurance requirements of this Contract, the Shooter or the Shooter shall forward a written request to the Borough for a waiver in writing of the insurance requirement(s) not met or approval in writing of alternate insurance coverage, self-insurance, or group self-insurance arrangements. If the Borough denies the request, the Shooter must comply with the insurance requirements as specified in this Contract.

1.6 - All required insurance coverages must be underwritten by insurers allowed to do business in the Commonwealth of Pennsylvania and acceptable to the Borough. The insurers must also have a policyholders' rating of "A-" or better, and a financial size of "Class VII" or better in the latest evaluation by A. M. Best Company, unless the Borough grants specific approval for an exception. The Borough hereby grants specific approval for the acquisition of workers compensation and employers liability insurance from the State Workers' Insurance Fund of Pennsylvania.

1.7 - Any deductibles or retentions in excess of \$10,000 shall be disclosed by the Shooter and are subject to the Borough's written approval. Any deductible or retention amounts elected by the Shooter or imposed by the Shooter's insurer(s) shall be the sole responsibility of the Shooter.

1.8 - If the Borough is damaged by the failure or neglect of the Shooter to purchase and maintain insurance as described and required herein, without so notifying the Borough, then the Shooter shall bear all reasonable costs properly attributable thereto.

2 – Fireworks Shooter's Liability Insurance

2.1 - The Shooter shall purchase and maintain the following insurance coverages (occurrence basis preferred) for not less than the limits specified below or required by law, whichever is greater.

2.1.1 - Commercial general liability insurance or its equivalent for bodily injury, personal injury and property damage including loss of use, with minimum limits of:

- \$ 1,000,000 each occurrence;
- \$ 1,000,000 personal and advertising injury;
- \$ 1,000,000 general aggregate; and
- \$ 1,000,000 products/completed operations aggregate.

This insurance shall include coverage for all of the following:

- i. General aggregate limit applying on a per location or project basis (in lieu of this, a \$2,000,000 general aggregate limit is acceptable);
- ii. Liability arising from premises and operations;
- iii. Liability arising from the actions of independent contractors;
- iv. Liability arising from products and completed operations;
- v. Contractual liability including protection for the Fireworks Shooter from bodily injury and property damage claims arising out of liability assumed under this Contract; and
- vi. Liability arising from the explosion, collapse, or underground (XCU) hazards.

2.1.2 - Business auto liability insurance or its equivalent with a minimum limit of \$1,000,000 per accident and including coverage for all of the following:

- i. Liability arising out of the ownership, maintenance or use of any auto; and
- ii. Automobile contractual liability.

2.1.3 - Workers compensation insurance or its equivalent with statutory benefits as required by any state or Federal law, including standard "other states" coverage; employers liability insurance or its equivalent with minimum limits of:

- \$ 500,000 each accident for bodily injury by accident;
- \$ 500,000 each employee for bodily injury by disease; and
- \$ 500,000 policy limit for bodily injury by disease.

2.1.4 - Umbrella excess liability or excess liability insurance or its equivalent with minimum limits of:

- \$ 4,000,000 per occurrence;
- \$ 4,000,000 aggregate for other than products/completed operations and auto liability; and
- \$ 4,000,000 products/completed operations aggregate

and including all of the following coverages on the applicable schedule of underlying insurance:

- i. Commercial general liability;
- ii. Business auto liability; and
- iii. Employers liability.

2.1.5 - Perkasio Borough and its elected and appointed officials, officers, employees and authorized volunteers shall be named as additional insureds on the Shooter's commercial general liability insurance and umbrella excess or excess liability insurance policies with respect to liability arising out of or related to the Shooter's operations (including set-up and clean up) for or on behalf of the Borough under this Contract.

Special Note: Commercial general liability policies endorsed with ISO form **CG 2026** entitled "Additional Insured – Designated Person or Organization" are acceptable. Furthermore, the schedule on the additional insured endorsement must properly reference the Perkasio Borough **and its elected and appointed officials, officers, employees and authorized volunteers** as additional insureds. However, policies endorsed with **CG 2010** entitled "Additional Insured - Owners, Lessees or Contractors – Scheduled Person or Organization", **CG 2011**, "Additional Insured – Managers or Lessors of Premises" and/or **CG 2037** entitled "Additional Insured - Owners, Lessees or Contractors – Completed Operations" shall **NOT** be acceptable.

2.1.6 - Insurance provided to Perkasio Borough and its elected and appointed officials, officers, employees and authorized volunteers under any Fireworks Shooter's liability insurance required herein, including, but not limited to, umbrella and excess liability or excess liability policies, shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of insurance or self-insurance. (Any cross suits or cross liability exclusion shall be deleted from Fireworks Shooter's liability insurance policies required herein.)

2.1.7 - Insurance provided to Perkasio Borough and its elected and appointed officials, officers, employees and authorized volunteers as specified herein shall be primary, and any other insurance, self-insurance, coverage or indemnity available to Perkasio Borough and its elected and appointed officials, officers, employees and authorized volunteers shall be excess of and non-contributory with insurance provided to Perkasio Borough and its

elected and appointed officials, officers, officers, employees and authorized volunteers as specified herein.

2.2 - If any liability insurance purchased by the Fireworks Shooter has been issued on a "claims made" basis, the Fireworks Shooter must comply with the following additional conditions:

2.2.1 - The Fireworks Shooter shall agree to provide certificates of insurance evidencing such claims made coverages for a period of one year after final payment by the Borough for Fireworks Shooter's services under this Contract. Such certificates shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Fireworks Shooter's services under this Contract; or

2.2.2 - The Fireworks Shooter shall purchase an extended (minimum one year) reporting period endorsement for each such "claims made" policy in force as of the date of final payment by the Borough for Fireworks Shooter's services under this Contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself. Such certificate or copy of the endorsement shall evidence a retroactive date no later than the earlier of the date of this Contract or the commencement of Fireworks Shooter's services under this Contract.

Other Suggested Clauses:

Indemnification

To the fullest extent permitted by law, the Fireworks Shooter agrees to defend, indemnify, pay on behalf of, and save harmless Perkasié Borough, its elected and appointed officials, agents, employees, and authorized volunteers from and against any and all claims, liability, demands, suits, losses or expenses, including attorneys' fees, and all other costs connected therewith, arising out of or related to the Fireworks Shooter's operations (including set-up and clean up) for or on behalf of the Borough under this Contract.

Waiver of Subrogation

To the fullest extent permitted by law, the Fireworks Shooter and its employees, officers, volunteers and agents waive any right of recovery against the Borough and its elected and appointed officials, agents, employees, and authorized volunteers for any and all claims, liability, loss, damage, costs or expense (including attorneys' fees) arising out of or related to the Fireworks Shooter's operations (including set-up and clean up) for or on behalf of the Borough under this Contract. The Fireworks Shooter shall advise its insurers of the foregoing.

Damage to Property of the Fireworks Shooter and its Invitees

The Fireworks Shooter and its employees, officers, volunteers and agents shall be solely responsible for any loss or damage to property of the Fireworks Shooter or its invitees, employees, officials, volunteers and agents while such property is within Perkasié Borough.



Reservation Request

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

Organization	Name	Address	
Cub Scouts Pack 1	Christopher Gomboz	25 E CHURCH ST	
City	State	Zip Code	Country
SELLERSVILLE	PA	18960	US
Email	Phone		
christopher.gomboz+pack1@gmail.com	(484) 695-3400		
Additional Info			
<p>Pack 1 will host its annual Cub Scout advancement ceremony here. Scouts will receive rank advancements and graduate to the next program year. This event will be advertised to friends, family, and the public to recruit children in grades K-5 for next year. After advancements, groups based on age will split off for kickball or other outdoor activities. The evening will conclude with closing remarks before all the children head up the road to Dairy Queen for a treat! Pack 1 is a registered non-profit organization affiliated with St. Michael's Church in Sellersville.</p>			
Purpose	Head Count		
Scouting/Recruiting	100		

Dates	Times	Location
Friday, May 16, 2025	05:00 PM - 09:00 PM	Lenape Park - Skate Pavilion

[Print Page](#)



Disclaimer for Lenape Park - Skate Pavilion (John Patton)

Indemnification

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

Insurance

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

Damage to Borough Property

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

Park Rules and Regulations (Summary)

The undersigned is familiar with all Borough Park Rules

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

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

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

Name: John Patton (10.10.20.135)

Date: 4/15/2025 7:35:51 AM

 [Print Page](#)



Borough of Perkasio

Park EVENT Application 2025

RECEIVED

APR 23 2025

BOROUGH OF PERKASIE

Contact Information

Name: Bill Tuszyński (race director)
Organization: Perkasie Rotary Club Foundation
Address: PO Box 452
City: Perkasie State: PA Zip: 18944
Email: bill.tuszyński@gmail.com Cell Phone: 267.374.1631
Tax Exempt Organization? ☒ Yes ☐ No EIN: 87-2135787 Phone: 267.932-8865

Purpose of Application:

- ☐ Large personal gathering such as birthday party, shower, etc with over 200 attendees
☐ Event such as a festival, party, etc through an organization - will require an event fee plus facility fee
☒ Sk through the park system - must include map of route 5K/10K

Notes Regarding Application Process:

Requests required 45 days prior to reservation or event
All reservations and events with 75 or more attendees require Council Approval
Requests for additional services does not guarantee services can be provided
All reservations require a Certificate of Insurance evidencing \$1,000,000 in Comprehensive General Liability Insurance and naming Perkasio Borough as Certificate Holder

To be filled out by Staff Only:		Fees due upon Borough Staff/Council Approval:	
Fees due at time of application:		Additional fees associated with Events	
Public gatherings at Park and Pavilions and Event Base Fees			
\$	Park and Pavilion Fee	\$	Additional Date Fee
\$	Electric Key Deposit	\$	Road Closure fee
\$ <u>50.00</u>	Event Permit Base Fee	\$	Electric Fee
\$	Total Due	\$	Trash collection fee
\$	Total Paid	\$	Police or Fire Police fee
	Staff Initials	\$	Park and Pavilion Fee
		\$	Electric Key Deposit
		\$	No Parking Signs
		\$	Total Due
		\$	Total Paid
		\$	Staff Initials
Distribution:			
<input checked="" type="checkbox"/>	Police Dept.	<input type="checkbox"/>	EMS
<input type="checkbox"/>	Fire Dept.	<input type="checkbox"/>	Fire Police
<input checked="" type="checkbox"/>	Electric Dept.	<input checked="" type="checkbox"/>	Parks & Rec Dept.
<input type="checkbox"/>	Public Works Dept.	<input type="checkbox"/>	Other: _____

Event Information

Name of the Event:

988 Run Out of the Darkness

Description of the Event:

5K/10K running race/walk

Date of Event:

8/24/2025

Additional Dates:

N/A

Estimated Attendance:

120 runners/10 volunteers

Time of Event**:

8:30-11:30 AM

Start Time for Set up:

Included in event time

End time of Tear Down:

Included in event time

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

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

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

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

**Electric available at these locations only*

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

Other Borough Services Requested:

Police or Fire Police:

☐ Yes

☐ No

Trash Collection:

☐ Yes

☐ No

Use of Electric:

☐ Yes

☐ No

Any other Special Requests:

Services Offered at Event:

Musicians/Entertainment:

☐

Yes

☒

No

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

All Fees:

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

Hourly rates in Fee Schedule

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

*Fee due at time of application

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

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

Insurance

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

Damage to Borough Property

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

Park Rules and Regulations (Summary)

- ☐ The undersigned is familiar with all Borough Park Rules
- ☐ The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- ☐ Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tobacco, vaping, etc
- ☐ Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have

the authority to refuse consent in any instance

- ☐ Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
- ☐ Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and

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

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

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

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

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

EMERGENCY DIAL 911

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

Date of Application:

Apr 12, 2017

By:

Bill Toszynski

Signed:

4/23/25

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

Mayor / Borough Manager

Presents The 1st Annual

The 988 Run

Out of Darkness

Volunteers & facilities provided by
The Perkasio Rotary Club
&

Free Will Brewing Company

Join us for the 3rd Annual *988 Run Out of the Darkness*. Sponsored by the Perkasio Rotary Club and the Free Will Brewing Company, the race benefits the National Alliance on Mental Illness (NAMI) of Bucks County.

The National Alliance on Mental Illness (NAMI) is the nation's largest grassroots mental health organization dedicated to building better lives for the millions of Americans affected by mental illness. NAMI provides advocacy, education, support and public awareness so that all individuals and families affected by mental illness can build better lives

Founded in 1905, Rotary International is a service club dedicated to the ideal of "Service Before Self." The Perkasio Rotary Club has been performing community service work since 1925, celebrating our 100th anniversary this year. We perform numerous service projects in the community. We work hard and have fun. More information about Perkasio Rotary can be found at www.perkasirotary.com.

Free Will Brewing Company's 35,000 square foot Perkasio facility houses our taproom, brewing operations, barrel house, and event hall along with plentiful outdoor seating in our front lawn, courtyard, and summertime beer garden. We offer 16 rotating draft lines ensuring a wide variety of options for any beer preference, along with curated cocktails. Thursday-Sunday brings in the area's best food trucks for grabbing a bite to eat with a drink in hand. Live Music every Friday and Saturday brings the community together for a good listen, and some even better dance moves. Check out all of our goings-on at Freewillbrewing.com Cheers



3rd Annual The 988 Run Out of Darkness 5K/10K



Pennridge Little League Fields
200 W. Walnut Street
Perkasie Pa 18944

Sunday August 24, 2025

Registration: 8:30-9:30 AM

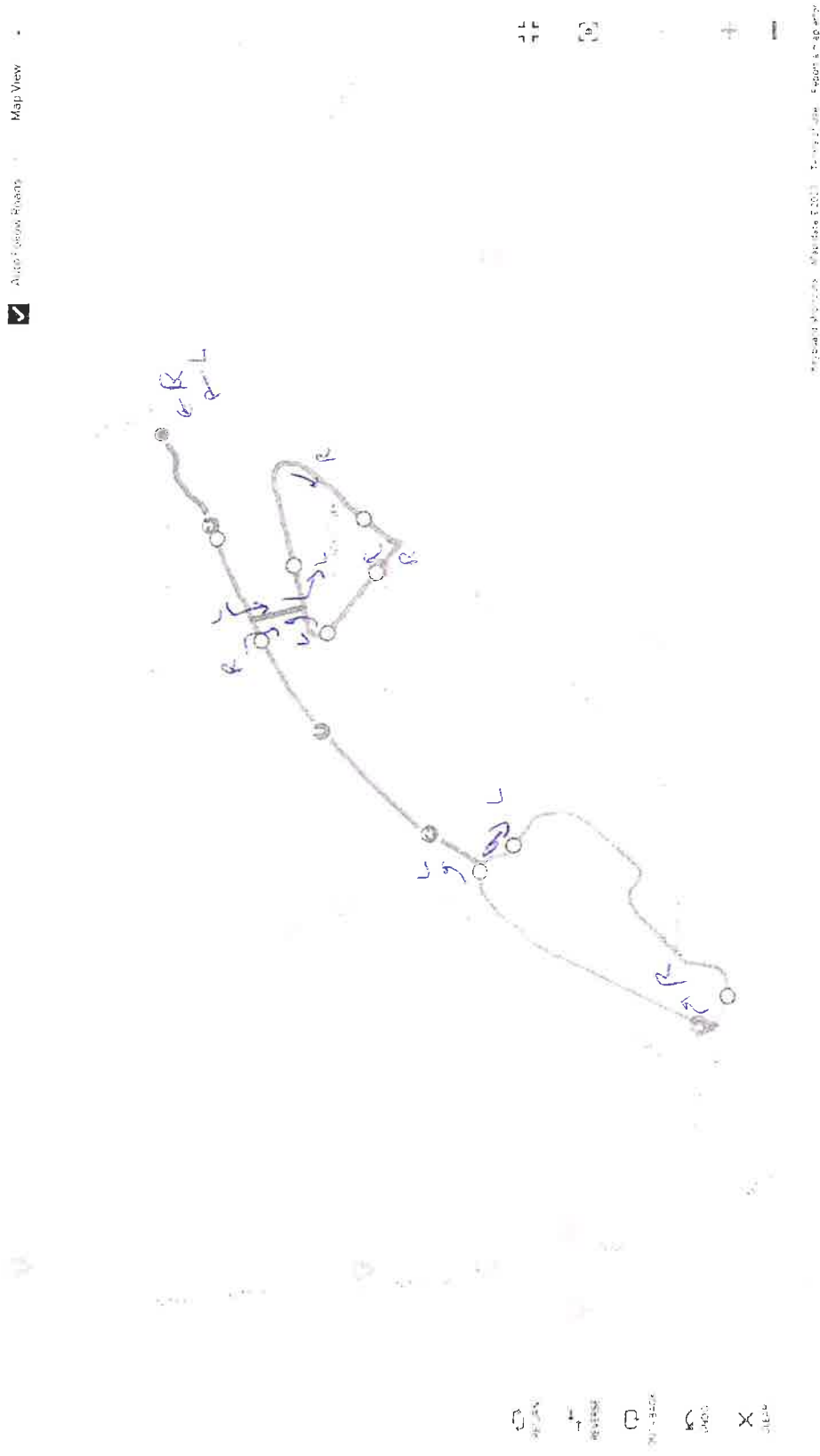
Race Start: 9:30 AM

Awards Immediately Following Each Race

Presented by the
Perkasie Rotary Club
Free Will Brewing Company

Perkasie Rotary Club
c/o Bill Tuszynski
27 S. Vassar Drive
Quakertown PA 18951

The 988 Run Out of the Darkness 5K/10K



Race Location:

Pennridge Little League Fields

200 W. Walnut St.

Perkasie PA 18944

Sunday August 24, 2025

Registration: 8:30-9:30 AM

Race Start: 9:30 AM

Awards: Immediately following each race

The race uses Lenape Park starting at the baseball fields off Walnut St. 10K runners do two loops. Runners are free to change their distance until after the first loop. Runners entering the chute after the first loop will be considered to have run the 5K. Walkers are encouraged but limited to the 5K.

All runners over the age of 21 will receive a coupon for a free beer. The brewery will open at 10:30 to accommodate runners.

There is ample parking at the baseball fields. The fields are a short distance (< 1/2 mile) from Free Will at 411 E. Walnut Street.

On-line registration is available at:

<https://runtheday.com/register/detail/3rd-annual-run-out-of-the-darkness-5k10k-2025-qo9/?source=upcomingraces>

<https://www.pretzelcitysports.com/onlineinfo/rm1.php?id=1789>

Course Records:

5K

M: Johnny Guignet – 19:01

F: Devon Leshner – 23:47

10K

M: Daniel Klein – 38:06

F: Maureen Bosak – 48:32

Results posted at www.runtheday.com and

www.perkasierotary.com

Awards (Male & Female) Both 5K & 10K

Overall 1-3 M/F

Age Group: (3 Each) M/F: 9 & Under, 10-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60-69, 70-79, 80+

Quality short sleeve tech shirts for all pre-registered runners and while supplies last on race day.

Race organizer:

Bill Tuszynski, 267-374-1631 (before 10PM please); bill.tuszynski@gmail.com

Name _____

Age on race day _____ M _____ F _____

5K _____ 10K _____

T-shirt size: Youth Large S M L XL 2X None

Address _____

City _____ State _____

Zip _____

E-Mail _____

\$35 With Shirt if Postmarked By 8/17 \$ _____

\$40 After 8/17 incl. Race Day shirt while supply lasts \$ _____

Deduct \$5 if No Shirt \$ _____

Total Enclosed: \$ _____

MAKE CHECK PAYABLE TO:

Perkasie Rotary Club Foundation

MAIL TO:

Bill Tuszynski

27 S. Vassar Dr.

Quakertown PA 18951

I know that participating in a race is a potentially hazardous activity. I should not enter unless I am medically able to participate. I also assume any and all risks associated with participating in this event, including but not limited to falls, contact with other participants, the effects of the weather, traffic and the condition of the roads. In considering of accepting this entry, I hereby waive for myself and my heirs all rights and claims for damages I may have against American Foundation for Suicide Prevention, Perkasie Rotary Club, Free Will Brewing Company, and all other sponsors, volunteers, their agents or representatives arising out of, or in the course of, my participation in the 988 Run Out Of Darkness. I also give permission for the free use of my name and picture in any broadcast, telecast or print media account of this event.

Signature _____

(parent/guardian if under 18 years)



Borough of Perkasio

Park EVENT Application 2025

RECEIVED

APR 23 2025

BOROUGH OF PERKASIE

Contact Information

Name: Camila McHugh

Organization: Healthy Kids Running Series

Address: 425 Arbor Blvd

City: Perkasie State: PA Zip: 18944

Email: PerkasiePA@healthykidsrs.org Cell Phone: 215-767-6011

Tax Exempt Organization? ☒ Yes ☐ No EIN: 80-0779739 Phone: _____

Purpose of Application:

- ☐ Large personal gathering such as birthday party, shower, etc with over 200 attendees
- ☒ Event such as a festival, party, etc through an organization - will require an event fee plus facility fee
- ☐ Sk through the park system - must include map of route

Notes Regarding Application Process:

Requests required 45 days prior to reservation or event

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

Requests for additional services does not guarantee services can be provided

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

To be filled out by Staff Only:

Fees due at time of application:

Public gatherings at Park and Pavilions and Event Base Fees

\$	Park and Pavilion Fee
\$	Electric Key Deposit
\$ 50.00	Event Permit Base Fee
\$	Total Due
\$	Total Paid
	Staff Initials

Fees due upon Borough Staff/Council Approval:

Additional fees associated with Events

\$ 50.00	Additional Date Fee
\$	Road Closure fee
\$	Electric Fee
\$	Trash collection fee
\$	Police or Fire Police fee
\$	Park and Pavilion Fee
\$	Electric Key Deposit
\$	No Parking Signs
\$	Total Due
\$	Total Paid
	Staff Initials

Distribution: ☒ Police Dept. ☐ EMS ☒ Electric Dept. ☒ Parks & Rec Dept.

☐ Fire Dept. ☐ Fire Police ☒ Public Works Dept. ☐ Other: _____

Event Information

Name of the Event: Healthy Kids Running Series

Description of the Event: series of 5 weeks Kids from - 2-

Date of Event: 9/14/25 Additional Dates: 9/21, 9/28, 10/5, 10/12, 10/19 Estimated Attendance: 75+

Time of Event**: 2 pm Start Time for Set up: 12:30 pm End time of Tear Down: 3:30 pm

Location of the Event (5ks require map of route to be submitted): lenape Park - grass field by skate park.

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

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

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

**Electric available at these locations only*

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

Other Borough Services Requested:

Police or Fire Police: ☐ Yes ☒ No

Trash Collection: ☐ Yes ☒ No

Use of Electric: ☒ Yes ☐ No

Any other Special Requests: _____

Services Offered at Event:

Musicians/Entertainment: ☐ Yes ☐ No

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

All Fees:

* \$ 50 Non-Profit Base permit fee

* \$ 100 For Profit Base permit fee

\$ 10 per additional date fee

*Fee due at time of application

Hourly rates in Fee Schedule

\$ - Road Closure fee (1-2 hours)

\$ - Per Hour Electric Fee

\$ - Trash collection fee (1-2 hours)

\$ - Police or Fire Police fee (time worked)

\$ 2.25 No Parking Signs (each)

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

Waiver and Insurance Requirements

Indemnification

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

Insurance

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its Invitees

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

Damage to Borough Property

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

Park Rules and Regulations (Summary)

- ☐ The undersigned is familiar with all Borough Park Rules
- ☐ The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
- ☐ Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tobacco, vaping, etc
- ☐ Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have

the authority to refuse consent in any instance

- ☐ Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
- ☐ Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and

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

- ☐ Perkasio Borough Parks and open dawn to dusk

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

PLEASE HAVE YOUR PERMIT WITH YOU DURING YOUR EVENT

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

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

EMERGENCY DIAL 911

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

Date of Application:

01/02/25

By:

Signed:

Camila McHugh
Carla McHugh

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

Mayor / Borough Manager

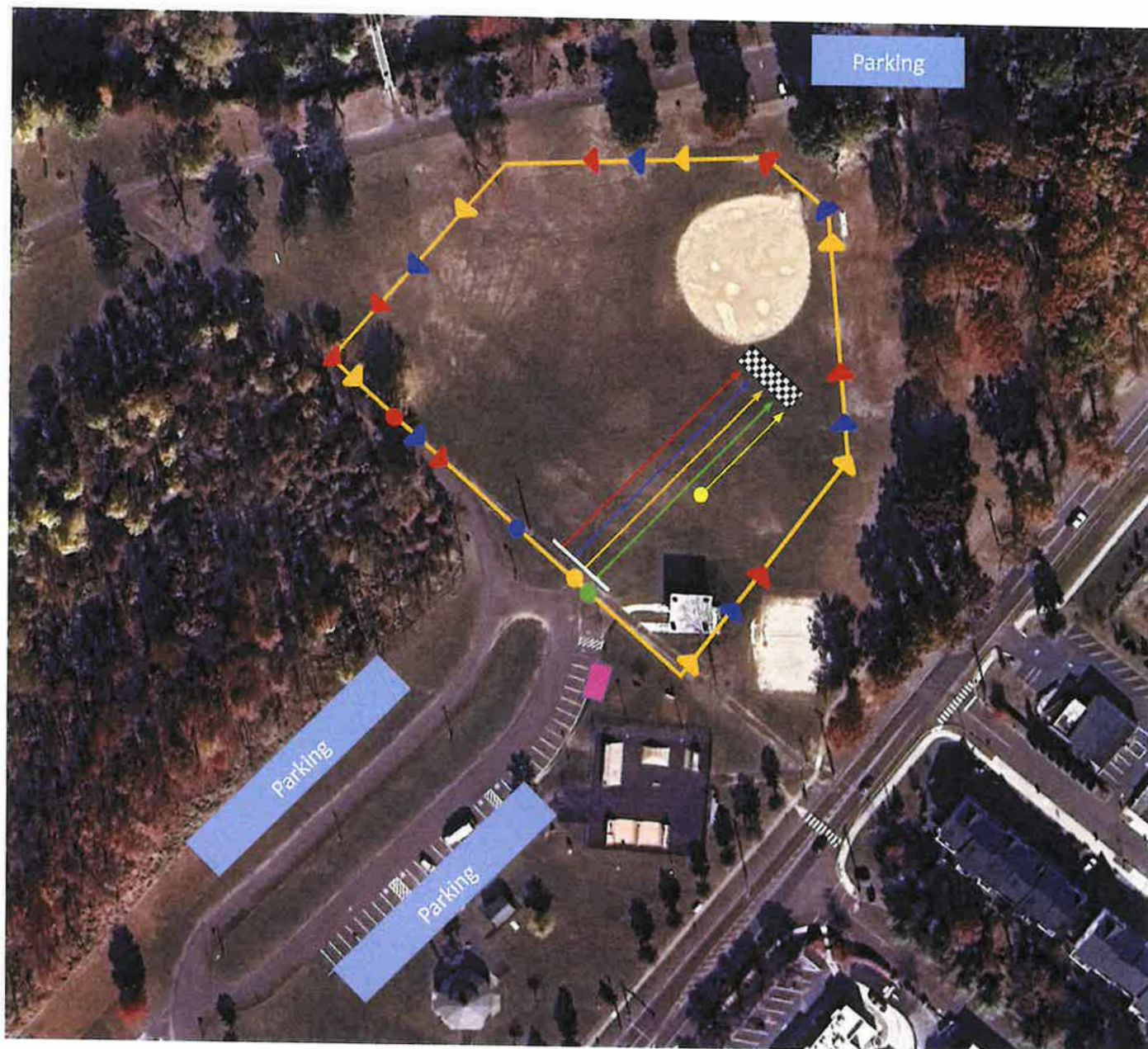


Perkasie, PA

Lenape Park
555 Constitution Ave
Perkasie, PA 18944

RACE KEY

-  Finish Line
-  50 yard Dash
-  75 yard Dash
-  ¼ Mile Start
-  ½ Mile Start
-  1 Mile Start
-  Check in
-  Parking



The 50 & 75 yard dashes will run straight into the finish line
The ¼ mile will loop around once and turn right into the finish line
The ½ mile will loop all the way around and then turn into the finish line
The 1 mile will loop around four times and then turn into the finish line

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **APR 24 2013**

HEALTHY KIDS RUNNING SERIES
381 BRINTON LAKE RD THE MILL
THORNTON, PA 19373

Employer Identification Number:
80-0779739
DLN:
17053200316022
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
509(a)(2)
Form 990 Required:
Yes
Effective Date of Exemption:
January 17, 2012
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

HEALTHY KIDS RUNNING SERIES

Sincerely,

A handwritten signature in dark ink, appearing to read "Holly O. Paz". The signature is stylized with a large, looped "H" and a cursive "Paz".

Holly O. Paz
Director, Exempt Organizations
Rulings and Agreements

Enclosure: Publication 4221-PC



HEALKID-01

LESLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2025

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hardenbergh Insurance Group 8000 Sagemore Drive Suite 8101 Marlton, NJ 08053	CONTACT NAME: Josephine Flemming		
	PHONE (A/C, No, Ext): (856) 890-7112	FAX (A/C, No):	
	E-MAIL ADDRESS: jflemming@hig.net		
INSURED Healthy Kids Running Series 602 Chadds Ford Road, Suite 300 Chadds Ford, PA 19317	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Ins Co.		18058
	INSURER B: Security National Insurance Company		19879
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Abuse/Molestation Co GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2613238	11/29/2024	11/29/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 ABUSE MOLESTATI \$ 100,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			PHPK2613238	11/29/2024	11/29/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB885417	11/29/2024	11/29/2025	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	SWC1518763	11/29/2024	11/29/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	<input checked="" type="checkbox"/> Professional Liabili			PHPK2613238	11/29/2024	11/29/2025	Limit 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Perkasie Borough
620 West Chestnut Street
P.O. Box 96
Perkasie, PA 18944

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BOROUGH OF PERKASIO

MEMORANDUM

DATE: April 24, 2025

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum

FROM: Rebecca Deemer, Finance Director
Harold Stone, Electric Department Superintendent

SUBJECT: Purchase of Meters

As you know, we are currently in the process of installing new electric meters throughout the Borough. To date, we have installed 2,486 AMI meters and have 1,299 meters in inventory. At our current installation rate of approximately 200 meters per month, our existing inventory will be depleted by September. To maintain momentum and avoid any interruption in the project, we are seeking to purchase the remaining 900 meters needed to complete the project. Given the estimated lead time of six months for delivery, placing the order now will ensure we receive the meters in time to continue installations without delay.

The cost for the 900 meters is approximately \$172,800, which we propose to fund through the Borough's fund balance and some savings with the purchase of the new dump truck. Our 2024 year-end projections came in \$160,000 higher than what we had projected to meet our 2025 fund balance requirements. Additionally, we will be trading in our old dump truck, which will bring the cost of the new one down by \$14,000. The excess funds provide us with the flexibility to cover this one-time capital expense without any impact on the current budget.

We are requesting Council's approval to allocate the funds for the purchase of additional electric meters needed to complete our system-wide upgrade.

**PERKASIE BOROUGH
RESOLUTION NO. 2025-28**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
AUTHORIZING THE RELEASE OF THE REMAINDER OF THE
\$5,000.00 PROFESSIONAL SERVICES ESCROW, THE
REMAINDER OF THE \$5,000.00 BOND LITIGATION CASH
ESCROW, AND THE REMAINDER OF THE 18-MONTH
MAINTENANCE BOND FROM LIBERTY MUTUAL FOR SITE
IMPROVEMENTS, FOR PERKASIE WOODS, L.P., FOR THE
PERKASIE WOODS SUBDIVISION PROJECT AND
AUTHORIZING THE RELEASE BY THE BOROUGH MANAGER**

WHEREAS, Perkasio Woods, L.P. (hereinafter referred to as “Applicant”) provided the Borough of Perkasio with a Professional Services Escrow, a Bond Litigation Cash Escrow, and an 18-Month Maintenance Bond related to the site improvements for the Perkasio Woods project located at Constitution Avenue and East Spruce Street, Perkasio, Pennsylvania; and

WHEREAS, Applicant has completed all requirements associated with the 18-month maintenance period and requests that the remainder of their Professional Services Escrow, Bond Litigation Cash Escrow, and 18-Month Maintenance Bond be returned to them; and

WHEREAS, Gilmore & Associates, Inc. has provided the Borough of Perkasio with an 18-Month Maintenance Bond Release Confirmation authorizing the release of the 18-Month Maintenance Bond upon confirmation by the Borough that there are no outstanding or forthcoming legal and engineering invoices regarding the Perkasio Woods project.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasio, as follows, that the remainder of the Professional Services Escrow, Bond Litigation Cash Escrow, and 18-Month Maintenance Bond for the Applicant’s Perkasio Woods project, shall be returned to the Applicant after payment of all legal and engineering invoices.

IT IS FURTHER RESOLVED that the Borough Manager is hereby authorized to release the remainder of the Professional Services Escrow, Bond Litigation Cash Escrow, and 18-Month Maintenance Bond to the Applicant.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasio Borough on the 5th day of May, 2025.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President



April 22, 2025

Dear Councilmember Ryder,

The Perkasie Pride Committee is looking forward to Pride 2025. We very much appreciate Borough Council's support of the annual Pride at the Market event and the donation of six Menlo Aquatics Center day-passes for prizes at last year's events. We are writing to request Menlo Aquatics Center day-passes again to be used as raffle prizes during our 2025 celebration.

Perkasie's annual Pride celebration will continue to provide a safe space where LGBTQIA+ individuals and their families can feel supported and where allies can learn how to better support diversity in our community.

This year's celebration will continue to draw people from surrounding communities who may not already be familiar with all that Perkasie has to offer. We will leverage the opportunity to promote the many wonderful Perkasie businesses that sponsor and support Perkasie Pride events.

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

Best regards,

Lauren Pareti
Treasurer
Perkasie Pride

Perkasie Pride is a not-for-profit 501(c)3 organization. Contributions to Perkasie Pride are tax deductible to the extent allowed by law. Perkasie Pride has provided no goods or services to you in exchange for this gift.

Punxsutawney Borough Police Receive Donations for Safety Equipment

The Punxsutawney Borough Police received two donations which will help in the purchase of more safety equipment for their officers out in the field.

The Punxsutawney Eagles and the Elk Run Volunteer Fire Company donated \$7,500 each to assist in the purchase of the necessary safety equipment. **B**



"Chief" for a Day

In February, the Perkasie Borough Police Department hosted their first ever "Chief for a Day" event with students from Guth Elementary. The students received entry tickets by engaging in good deeds in school and the community and were placed in a drawing which resulted in three "chiefs" and 20 "sergeants" being chosen as this year's winners. Following the ceremony, the family members received a police escort to the school and a pizza party. A big thank you was given to Mayor Hollenback, and Principal Smith at Guth Elementary.



The Perkasie Police Department has stated that they will make this a yearly event. **B**

Source: *Crimewatch, Bucks County, Chief Robert A Schurr, perkasiepd.org. Mar. 3, 2025*

Red Light Tickets Fund PA Community Traffic Safety Grant

Work on new crosswalks and shared-lane markings on Mount Joy Borough (Lancaster Co.) streets will get a boost from a grant funded by money raised from red light tickets in Philadelphia.

The \$296,969 grant came from the state's Automated Red



Mount Joy Borough
Established 1851 in Lancaster County, PA

Light Enforcement program, which provides funding for traffic safety projects around the state, according to an announcement from the state Department of Transportation.

Borough officials plan to use the money for two new crosswalks located at the intersection of Main and Market Streets, and two at the intersection of East Main and Barbara Streets. The borough will also add 10 shared-lane markings along Main Street, designed to improve visibility and safety for cyclists.

The grant program is funded by fines from red light camera violations at 38 Philadelphia intersections. This year's grant awards, totaling \$20.4 million, will go to safety projects in 31 municipalities statewide. **B**

Source: www.gov1.com/infrastructure/red-light-tickets-fund-pa-community-traffic-safety-grant. Feb. 28, 2025, 09:22 AM. Viewed Mar 4, 2025, 11:00 AM.