#### PERKASIE BOROUGH COUNCIL

### Agenda for Council Committee Meeting of October 6, 2025

- 1. Meeting Convenes at 7:00 PM Council Meeting Room
- 2. Invocation and Pledge of Allegiance Mayor Hollenbach
- 3. Attendance
- 4. Public Forum
- 5. President's Remarks
- 6. Public Works Committee Meeting, Councilors: Steve Rose (Chair), Chuck Brooks, Robin Schilling, Dave Worthington
  - A. Consider NPDES Stormwater Discharges from MS4 Pollutant Reduction Plan
  - B. Consider Expenditure for Rock Salt Purchase for 2025-2026 Winter Season
  - C. Consider Resolution #2025-47 Handicap Parking Spot for 509 Vine Street
- 7. Public Utility Committee Meeting, Councilors: Dave Weaver (Chair), Scott Bomboy, Kelly Laustsen, Jim Ryder
  - A. Perkasie Wholesale Power Cost Monthly Report
  - B. Consider Donation Request Nockamixon State Park
  - C. Installed Capacity Update
- 8. Planning and Zoning Committee Meeting, Councilors: Robin Schilling (Chair), Randy Faulkner, Dave Weaver, Dave Worthington
  - A. Consider Resolution #2025-44 Stormwater Agreement for Casadonti Homes Grandview Avenue
  - B. Discuss Draft Ordinance Parking Restrictions on West Market Street & South Ninth Street
  - C. Discuss Position on 505 Constitution Avenue
  - D. Update on Construction Progress Constitution Square
- 9. Parks and Recreation Committee Meeting, Councilors: Dave Worthington (Chair), Scott Bomboy, Randy Faulkner, Robin Schilling
  - A. Consider Park Event Application Upper Bucks United
- 10. Personnel and Policy Committee Meeting, Councilors: Chuck Brooks (Chair), Kelly Laustsen, Steve Rose, Jim Ryder
  - A. Consider Hiring of As-Needed Events Assistant
- 11. Finance Committee Meeting, Councilors: Scott Bomboy (Chair), Chuck Brooks, Randy Faulkner, Jim Ryder, Robin Schilling
  - A. Consider Resolution #2025-45 650 Shadywood Drive Grading Escrow Release
  - B. Consider Resolution #2025-46 805 North Ridge Road Grading Escrow Release
  - C. Consider Resolution #2025-48 Perkasie Regional Authority Reservoir Replacement Project Final Escrow Release
- 12. Economic Development Committee Meeting, Councilors: Kelly Laustsen (Chair), Randy Faulkner, Steve Rose, Dave Weaver
  - A. Consider Special Event Permit Application & Fee Waiver Request Pennridge Homecoming Parade
  - B. Consider Special Event Permit Application The Craftery Market
- 13. Public Safety Committee Meeting, Councilors: Randy Faulkner (Chair), Chuck Brooks, Mayor Jeff Hollenbach, Kelly Laustsen, Jim Ryder

- 14. Historical Committee Meeting, Councilors: Scott Bomboy (Chair), Steve Rose, Dave Worthington
  - A. Consider Award of RFP# 2025-01: Perkasie National Historic Preservation District Nomination
  - B. South Perkasie Covered Bridge Project Update
- 15. Youth Councilor Report
- 16. Other Business
- 17. Executive Session
- 18. Public Forum
- 19. Press Forum
- 20. Adjournment

Next Meeting: Monday, October 20, 2025 - 7:00 PM

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# NPDES Stormwater Discharges from MS4 Pollutant Reduction Plan for Borough of Perkasie Bucks County, Pennsylvania

September 2017 Revised August 2025

Prepared For:

Borough of Perkasie 620 W. Chestnut St. Perkasie, PA 18944 215 257-5065

### Prepared By:

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### MS4 Pollutant Reduction Plan for Borough of Perkasie Bucks County, Pennsylvania

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The Borough of Perkasie, Bucks County (Municipality) is submitting this Pollution Reduction Plan (PRP) in accordance with the requirements of *General Permit PAG-13 for Stormwater Discharges from Small Municipal Separate Storm Sewer Systems* (MS4); specifically, in accordance with the *MS4 Requirements Table (Municipal) Anticipated Obligations for Subsequent NPDES Permit Term.* The Municipality must create a PRP due to discharges from their MS4 to Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek, both of which have been listed as impaired for sediment (see Appendix A). All unnamed tributaries as well as Pleasant Spring Creek are tributaries to the East Branch Perkiomen Creek and as such this PRP was created treating each of these streams as being part of the same watershed. Due to parsing, the Municipality's MS4 does not discharge to Threemile Run or Lake Nockamixon and therefore, this PRP does not address these watersheds.

The intent of this MS4 PRP is to establish the existing loading of pollutants discharged from the MS4 to Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek, and to present a plan to reduce these pollutants. This MS4 PRP is organized to follow the "Required PRP Elements" presented in the PRP Instructions included as part of the *PAG-13 MS4 General Permit* instruction package. This PRP will be evaluated and updated by the Municipality on an as-needed basis, based on its effectiveness in reducing pollutant loads in discharges from the regulated small MS4. If this occurs, the Municipality will work with the Pennsylvania Department of Environmental Protection (PADEP) for review and approval of any revisions or updates.

Each MS4 PRP must include the following Required PRP Elements:

Section A: Public Participation

Section B: Map

Section C: Pollutants of Concern

Section D: Determine Existing Loading for Pollutants of Concern

Section E: Select BMPs to Achieve the Minimum Required Reductions in Pollutant Loading

Section F: Identify Funding Mechanisms

Section G: Identify Responsible Parties for Operation and Maintenance (O&M) of BMPs

### A. Public Participation

As part of the preparation of this MS4 PRP, public participation is required. The MS4 shall complete the public participation measures listed below, and report in the PRP that each was completed:

- A complete copy of the PRP shall be available for public review.
- The applicant shall publish, in a newspaper of general circulation in the area, a public notice containing a statement describing the plan, where it may be reviewed by the public, and the length of time the permittee will provide for the receipt of comments. The public notice must be published at least 45 days prior to the deadline for submission of the PRP to DEP. (See Appendix B-1)
- The applicant shall accept written comments for a minimum of 30 days from the date of public notice. (No public comments were received)
- The applicant shall accept comments from any interested member of the public at a
  public meeting or hearing, which may include a regularly scheduled meeting of the
  governing body of the municipality or municipal authority that is the permittee. (No
  public comments were received at the originally posted public meeting held on
  August 7, 2017)
- The updated report is currently under public review until October 2, 2025
- The applicant shall consider and make a record of the consideration of each timely comment received from the public during the public comment period concerning the plan, identifying any changes made to the plan in response to the comment. (No comments were received and therefore no changes were made as a result of public comment)

All required documentation of public participation, as outlined above, is included as Appendix B.

- Date PRP public notice was published in newspaper: July 24, 2017, revised September
   2, 2025
- Date PRP was made available for public review/comment: July 24, 2017, revised
   September 2, 2025
- End date for receipt of written comments (30 days from the date of public notice): August 23, 2017, revised October 2, 2025
- Date PRP listed on the public meeting agenda: July 17, 2017, revised September 2025
- Date PRP comments were accepted at a public meeting: August 7, 2017, Revised September 15, 2025

### B. Map

Mapping is an integral part of developing the PRP and requires a level of detail suitable to determine the existing land uses, impervious/pervious surface coverages, topography and loading for the sediment. The MS4 PRP map shall show land uses and / or impervious / pervious surfaces and the storm sewershed boundary. The MS4 PRP map(s) shall also show the proposed locations of structural BMPs that will be implemented to achieve the required pollutant load reductions. The storm sewershed boundary shown on the Municipality MS4 PRP Map constitutes the storm sewershed to each of the MS4 outfalls within the MS4's jurisdiction that discharge to Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek.

The Municipality MS4 PRP Map identifies the storm sewershed boundary, the existing land uses and impervious/pervious surface coverages, as well as the proposed locations of structural best management practices (BMPs) to be implemented to achieve required pollutant load reductions. The Municipality MS4 PRP Map is included in Appendix C.

The Municipality MS4 PRP Map also shows parsed areas, which are areas within the storm sewershed that are not included in the calculation of land area and existing pollutant loading. All BMPs located within these parsed areas have not been counted toward achieving pollutant reduction objectives. 68% of the Municipality has been parsed (1,110 of the 1,636 acres). Examples of land area that have been parsed include:

- The land area associated with non-municipal stormwater NPDES permit coverage that exists within the urbanized area of a municipality;
- Land area associated with PennDOT roadways and the Pennsylvania Turnpike (roads and right of ways);
- Land areas in which stormwater runoff does not enter the MS4. If an accurate storm sewershed map is developed, these lands may be parsed or excluded as part of that process. Potential examples include homeowner's associations and schools which do not contain municipal roads or other municipal infrastructure.

### C. Pollutants of Concern

The Municipality shall calculate the existing loading of sediment in lbs/year; calculate the minimum reduction in loading in lbs/year; select BMP(s) to reduce loading; and demonstrate that the selected BMPs will achieve the minimum reductions.

For PRPs developed for impaired water ["Appendix E" noted in the Requirements Table column in the MS4 Requirements Table (Municipal) Anticipated Obligations for Subsequent NPDES Permit Term], the pollutants are based on the impairment listing as provided in the MS4 Requirements Table (Municipal) Anticipated Obligations for Subsequent NPDES Permit Term. If the impairment is based on siltation only, a minimum of 10% sediment reduction is required. If the impairment is based on nutrients only or other surrogates for nutrients (e.g., "Excessive Algal Growth" and "Organic Enrichment/Low D.O."), a minimum 5% TP reduction is required. If the impairment is due to both siltation and nutrients, both sediment (10% reduction) and TP (5% reduction) must be addressed.

The impaired downstream waters are Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek, both of which have impairments for sediment. A minimum 10% reduction is required for sediment. The MS4 PRP presents the minimum reduction in loading for sediment as pounds per year (lbs/yr).

### D. Determine Existing Loading for Pollutants of Concern

TABLE D-1 below summarizes the division of the total area of the Municipality.

TABLE D-1: SUMMARY OF AREAS

Area Description	Acres
Parsed	1110
Borough ROW	76
Residential	362
Commercial	66
Open Space	22
Total Area	1636

The loading and reduction for sediment was calculated as follows:

The Municipality's permit obligation applies to the land area that drains to the municipal separate storm sewer (See TABLE D-1) from within the jurisdiction of the MS4 permittee (the "storm sewershed") less that of the pre-developed condition (as if the whole Municipality were wooded). The storm sewershed land area that drains to the municipal separate storm sewer from within the jurisdiction of the MS4 to Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek were delineated using PAMAP data known as Light Detection and Ranging (LiDAR) contours. Lands owned by the State or County as well as land areas that drained directly to non-Borough roads, streams, or permitted BMPs were parsed. GIS software was then used to define each zoning area in the Municipality and utilize the total area tool to calculate the total sediment loading to Unnamed Tributaries to East Branch Perkiomen Creek and Pleasant Spring Creek created by the Municipality for the non-parsed areas. Based upon an analysis of the impervious and pervious coverages within the different zoning areas in the Municipality that included event mean concentrations (EMCs) (per Chapter 8 of the BMP Manual) and weighted rainfall volumes for the non-parsed areas the existing sediment load was calculated.

The existing loading condition was calculated for the Municipality on July 10, 2017. The Municipality has a total non-parsed sediment loading of 85,588 lbs/year in the East Branch Perkiomen Creek storm sewershed after factoring in 450 linear feet of streambank stabilization that was performed in 2011. This impairment require a minimum 10% reduction (8,559 lbs/year). This minimum sediment reduction will result in the Municipality's MS4 having a new sediment load of 77,029.

# E. Select BMPs to Achieve the Minimum Required Reductions in Pollutant Loading

Drainage areas to proposed BMP locations were delineated (BMP DA) using the aforementioned LiDAR contours and load reductions for several BMPs were calculated.

The Municipality has a requirement to reduce sediment by 10% in the East Branch Perkiomen Creek storm sewershed. Implementation of BMPs or land use changes must be proposed that will result in meeting the minimum required reduction in pollutant loading with the storm sewershed(s) identified by the MS4. These BMP(s) must be implemented within five (5) years of DEP's approval of coverage under the PAS-13 General Permit, and must be located within the storm sewersheds of the applicable impaired waters, on either public or private property.

The Municipality plans to achieve the sediment reduction by designing, constructing, operating and maintaining BMPs. The Municipality is required to implement this plan over the next five (5) years. Table E-1 is a summary of the proposed BMPs under consideration, including location, type, area treated, and sediment removed:

TABLE E-1: SUMMARY OF BMPS

BMP	BMP TYPE	AREA TREATED	SEDIMENT REMOVED
LOCATION		BY BMP (Acres)	BY BMP (lbs/year)
Spruce St.	Storm Sewer System	11	Up to 2,895
	Solids Removal*		
Arch St.	Storm Sewer System	15	Up to 3,764
	Solids Removal*		
Pleasant Spring	Streambank	407	Up to 18,266
Creek	Restoration		

\*The Storm Sewer System Solids Removal units have been installed by Developers and will be owned and maintained by the Borough once dedicated.

As denoted in Section D, the load after proposed BMPs are implemented for the East Branch Perkiomen Creek Storm Sewershed should be 77,029 lbs/year. As demonstrated above in Table E-1 the proposed total load reduction will be at least 8,559 lbs/year and as much as 24,925 lbs/year, which meets and/or exceeds the minimum required reduction in pollutant loading.

The following table summarizes the sediment load and required sediment reduction for the East Branch Perkiomen Creek Storm Sewershed. Also included is a summary of the proposed BMPs contemplated to achieve the required sediment load reduction.

TABLE E-2: MS4 PRP STRATEGY SUMMARY

Description	Value	Unit
East Branch Perkiomen Creek Small Watershed	1636	acres
Parsed Area - Total	1110	acres
East Branch Perkiomen Creek Storm Sewershed	526	acres
Existing Sediment Load	85,588	lbs/year
Required Sediment Pollutant Load Reduction Percentage	10	%
Minimum Required Pollutant Load Reduction	8,559	lbs/year
Proposed Sediment Load Reduction from BMPs	8,559 to 24,925	lbs/year
Proposed Sediment Total Load with Proposed BMPs Installed	60,663 to 77,029	lbs/year

### F. Identify Funding Mechanism(s)

The Municipality intends to apply for all related grants, such as growing greener, to implement these BMPs. The Municipality intends to utilize general fund money to cover the construction costs for the proposed BMPs should grant money not be awarded. The BMPs are not expected to be constructed until the last two years of the new permit cycle.

The two Storm Sewer System Solids Removal units have been provided and installed by developers as part of the land development process. Once dedicated, these units will be owned and maintained by the Borough. The streambank restoration of the Pleasant Spring Creek is being funded by the Borough general funds.

### G. Identify Responsible Parties for Operation and Maintenance (O&M) of BMPs

Once implemented, the BMPs must be maintained in order to continue producing the expected pollutant reductions. Applicants must identify the following for each selected BMP:

- The parties responsible for ongoing O&M;
- The activities involved with O&M for each BMP; and
- The frequency at which O&M activities will occur.

Actual O&M activities will be identified by the MS4 in their Annual MS4 Status Reports, submitted under the General Permit. Once the PRP has been approved by PADEP and the Municipality begins design of the BMPs, an O&M manual will be created and submitted to PADEP for review and comment.

Table G-1 OPERATION AND MAINTENANCE OF BMPs

NAME OF BMP	LOCATION OF BMP	OWNER/ RESPONSIBLE PARTY	O&M ACTIVITY & FREQUENCY
Storm Sewer System Solids Removal	Spruce St.	Department of Public Works	Inspection and Pollutant Removal - Quarterly
Storm Sewer System Solids Removal	Arch St.	Department of Public Works	Inspection and Pollutant Removal - Quarterly
Streambank Restoration	Pleasant Spring Creek	N/A	N/A

### H. GENERAL INFORMATION

**Terms**: The term "nutrients" refers to "Total Nitrogen" (TN) and "Total Phosphorus" (TP) unless specifically stated otherwise in PADEP's latest Integrated Report. The terms "sediment," "siltation," and "suspended solids" all refer to inorganic solids and are hereinafter referred to as "sediment."

**Pollutants of Concern and Required Reductions**: For all PRPs, MS4s shall calculate existing loading of the pollutant(s) of concern, in lbs/year; calculate the minimum reduction in loading, in lbs/year; select BMP(s) to reduce loading; and demonstrate that the selected BMP(s) will achieve the minimum reductions.

For PRPs developed for impaired waters (Appendix E), the pollutant(s) are based on the impairment listing, as provided in the MS4 Requirements Table. If the impairment is based on siltation only, a minimum 10% sediment reduction is required. If the impairment is based on nutrients only or other surrogates for nutrients (e.g., "Excessive Algal Growth" and "Organic Enrichment/Low D.O."), a minimum 5% TP reduction is required. If the impaired is due to both siltation and nutrients, both sediment (10% reduction) and TP (5% reduction) must be addressed.

**Existing Pollutant Loading**: Existing loading must be calculated and reported as of the date of the development of the PRP. MS4s may not claim credit for street sweeping and other non-structural BMPs implemented in the past. If structural BMPs were implemented prior to development of the PRP and continue to be operated and maintained, the MS4 may claim pollutant reduction credit in the form of reduced existing loading.

**NOTE** – An MS4 may not reduce its obligations for achieving pollutant load reductions through previously installed BMPs. An MS4 may only use such BMPs to reduce its estimate of existing pollutant loading. For example, if a rain garden was installed ten years ago and is expected to remove 100 lbs of sediment annually, and the overall annual loading of sediment in the storm sewershed is estimated to be 1,000 lbs without specifically addressing the rain garden, an MS4 may not claim that the rain garden satisfies its obligations to reduce sediment loading by 10%. The MS4 may, however, use the rain garden to demonstrate that existing loading is 900 lbs instead of 1,000 lbs, and 90 lbs rather than 100 lbs needs to be reduced during the term of permit coverage.

**BMP Effectiveness**: All MS4s must use the BMP effectiveness values contained within PADEP's BMP Effectiveness Values document (3800-PM-BCW0100m) or Chesapeake Bay Program expert panel reports for BMPs listed in those resources when determining pollutant load reductions in PRPs. For BMPs not listed in 3800-PM-BCW0100m or expert panel reports, MS4s may use effectiveness values from other technical resources; such resources must be documented in the PRP.

**Combining PRPs**: If the MS4 discharges into multiple local surface waters impaired for nutrients and/or sediment, one PRP may be submitted to satisfy Appendix E but

calculations and BMP selections must be completed independently for the storm sewershed of each impaired water. If, for example, an MS4 permittee must complete three PRPs according to the MS4 Requirements Table for three separate surface waters, storm sewershed maps must be developed, existing loads must be calculated, and BMPs must be implemented for pollutant reductions independently within those storm sewersheds. In other words, BMPs cannot be implemented in one storm sewershed to count toward pollutant reductions in an entirely separate storm sewershed for a different impaired water.

Where local surface waters are impaired for nutrients and/or sediment, and those waters are tributary to a larger body of water that is also impaired, MS4s can propose BMPs within the upstream impaired waters to meet the pollutant reduction requirements of both the upstream and downstream waters. For example, if Stream A flows through a municipality that is tributary to Stream B, both are impaired and the MS4 has discharges to both streams, the MS4 can implement BMPs in the storm sewershed of Stream A to satisfy pollutant reduction requirements for both Streams A and B. In general, the MS4 permittee would not be able to satisfy pollutant reduction requirements for both streams if BMPs were only implemented in the storm sewershed of Stream B; however, on a case by case basis DEP will consider such proposals where it can be demonstrated that implementing BMPs in the upstream storm sewershed is infeasible.

If, however, Stream A does not flow into Stream B, both are impaired and the MS4 has discharges to both streams, in general DEP would expect that BMPs be implemented in the storm sewershed of both streams to meet pollutant reduction requirements.

MS4s participating in collaborative efforts are encouraged to contact DEP's Bureau of Clean Water during the PRP development phase for feedback on proposed approaches.

**Joint PRPs**: MS4s may develop and submit a joint PRP, regardless of whether the MS4s will be submitting a "joint NOI" or are already co-permittees. In general, the MS4s participating in a joint PRP should have contiguous land areas. The "study area" to be mapped is the combined storm sewershed for all MS4 jurisdictions.

**BMP Selection**: MS4s may propose and take credit for only those BMPs that are not required to meet regulatory requirements or otherwise go above and beyond regulatory requirements. For example, a BMP that was installed to meet Chapter 102 NPDES permit requirements for stormwater associated with construction activities may not be used to meet minimum pollutant reductions unless the MS4 can demonstrate that the BMP exceeded regulatory requirements; if this is done, the MS4 may take credit for only those reductions that will occur as a result of exceeding regulatory requirements.

**NOTE** – Street sweeping may be proposed as a BMP for pollutant loading reductions if 1) street sweeping is not the only method identified for reducing pollutant loading, and 2) the BMP

effectiveness values contained in 3800-PM-BCW0100m or Chesapeake Bay Program expert panel reports are utilized.

**Submission of PRP:** Attach one copy of the PRP with the NOI or individual permit application that is submitted to the regional office of DEP responsible for reviewing the NOI or application. In addition, one copy of the PRP (not the NOI or application) must be submitted to DEP's Bureau of Clean Water (BCW). BCW prefers electronic copies of PRPs, if possible. Email the electronic version of the PRP, including map(s) (if feasible), to RA-EPPAMS4@pa.gov. If the MS4 determines that submission of an electronic copy is not possible, submit a hard copy to: PA Department of Environmental Protection, Bureau of Clean Water, 400 Market Street, PO Box 8774, Harrisburg, PA 17105-8774.

PRP Implementation and Final Report: Under the PAG-13 General Permit, the permittee must achieve the required pollutant load reductions within 5 years following DEP's approval of coverage under the General Permit, and must submit a report demonstrating compliance with the minimum pollutant load reductions as an attachment to the first Annual MS4 Status Report that is due following completion of the 5th year of General Permit coverage. For example, if DEP issues written approval of coverage to a permittee on June 1, 2018, the required pollutant load reductions must be implemented by June 1, 2023 and the final report documenting the BMPs that were implemented (with appropriate calculations) must be attached to the annual report that is due September 30, 2023. In general, the same methodology used to calculate the existing pollutant loads should be used in the final report to demonstrate the reductions. If BMP effectiveness values are updated in DEP's BMP Effectiveness Values document or Chesapeake Bay Program expert panel reports between the time the PRP is approved and the time the final report is developed, those updated effectiveness values may be used.

# Appendix A

# MS4 Requirements Table

Appendix A-1: Applicable portion of the MS4 Requirements Table (Municipal)
Anticipated Obligations for Subsequent NPDES Permit Term

Requirement(s) Other Cause(s) of Impairment		Appendix C-PCB (4a), Appendix E-Siltation (5) Other Habitat Alterations, Water/Flow Variability	Appendix E-Excessive Algal Growth, Nutrients, Suspended Other Habitat Alterations (5)		Appendix B-Pathogens (5), Appendix C-PCB (5), Appendix E- Nutrients, Organic Enrichment/Low D.O. (5)	Appendix E-Excessive Algal Growth, Nutrients, Organic Enrichment/Low D.O., Suspended Solids (5)	Appendix C-PCB (4a)	TMDL Plan-Sillation, Suspended Solids (4a)	Appendix E-Siltation (5) Flow Alterations, Water/Flow Variability (4c)	Appendix E-Nutrients (5) Flow Alterations (4c)	M	Appendix E-Nutrients, Suspended Solids (4a)	Appendix E-Suspended Solids (4a), Appendix E-Nutrients (5)	Mercury (5)	Appendix B-Pathogens (5), Appendix E-Nutrients, Organic Enrichment/Low D.O. (5)	TMDL Plan-Sillation, Suspended Solids (4a)	Water/Flow Variability (4c)	Appendix E-Excessive Algal Growth (5)	Appendix E-Nutrients, Siltation (5)		Appendix E-Siliation (5) Water/Flow Variability (4c)	Annandiy E Muridade Susandad Salida (4c)	Appendix E-Nutrients, Siltation (5)	Appendix E-Nutrients. Siltation (5)	Appendix E-Nutrients, Suspended Solids (4a)	Exotic Species (5)	Other Habitat Allerations (4c)	Appendix E-Siltation (5) Water/Flow Variability (4c)		nn (5)		Appendix F-Nutrients, Sittation (5)
Require		Appendix C-PCB (4a),	Appendix E-Excessive Algal	Soli	Appendix B-Pathogens (5), Ap Nutrients, Organic Er	Appendix E-Excessive Alga Enrichment/Low D.O.	Appendix	TMDL Plan-Siltation,	Appendix E	Appendix E	Appendix	Appendix E-Nutrients	Appendix E-Suspended Solid		Appendix B-Pathogens (5), A	TMDL Plan-Siltation,		Appendix E-Exces	Appendix E-Nu		Appendix	Appendix E. Mutrionta	Appendix E-Nu	Appendix E-Nu	Appendix E-Nutrients			Appendix	Appendix	Appendix E-Nu	Ţ	Appendix F-Nii
Impaired Downstream Waters or Applicable TMDL Name		Mill Creek	Silver Lake		Neshaminy Creek	Magnolia Lake	Delaware River	Neshaminy Creek TMDL	Unnamed Tributaries to East Branch Perkiomen Creek	Threemile Run	Pleasant Spring Creek	Lake Nockamixon	Lake Galena (Peace Valley PA617)	Delaware River	Neshaminy Creek	Neshaminy Creek TMDL	North Branch Neshaminy Creek	Pine Run	Deep Run		Deaver Ruil	l ake Norkamiyon	Tohickon Creek	Tohickon Creek	Lake Nockamixon	Delmont Lake	Unnamed Tributaries to Beaver Run	Unnamed Tributaries to Unami Creek	Beaver Run	Morgan Creek		Opickon Creek
Reason		TMDL Plan											TMDL Plan											SP, IP								
Individual Permit Required?		Yes							8	14			Yes						TO THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED IN COLUMN T	No				Yes							oN .	
NPDES ID		PAG130051							PAG130139				PAG130106				,			PAG130096				PAI130007								
ио4 мате	Bucks County	PENNDEL BORO						The second secon	PERKASIE BORO				PLUMSTEAD TWP						AND THE PERSONNEL PROPERTY OF THE PERSON OF	QUAKERTOWN BORO				RICHLAND TWP							RICHLANDTOWN BORO	_

# Appendix B

# **Public Participation**

Appendix B-1: Public Notice & Proof of Advertisement

Appendix B-2: Public Comments Received (None Received)

Appendix B-3: Public Meeting Agenda and Meeting Minutes

Bucks County, SS.

**Ad Content Proof** 

# NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC MEETING BOROUGH OF PERKASIE

For the NPDES Stormwater Discharges from MS4 Pollutant Reduction Plan (PRP) for Borough of Perkasie. The PRP outlines the measures the Borough intends to implement to reduce certain pollutants discharged from the Borough's Municipal Separate Storm Sewer System (MS4). The PRP includes a calculation of the existing loading of the pollutants of concern, a calculation of the minimum reduction required, and a selection of potential Best Management Practices (BMPs) intended to achieve the minimum required reduction. The Borough is soliciting written comments on the PRP. Interested persons may submit written comments during the 30-day period of July 24 through August 23, 2017. The document may be reviewed during the comment period at Perkasie Borough Hall, 620 W. Chestnut St., Perkasie, PA 18944 weekdays from 9AM - 4PM or on the Borough website homepage <a href="http://perkasie.borough.org/">http://perkasie.borough.org/</a>. Written and verbal comments will be accepted at a public meeting on August 7, 2017 (7PM) at Perkasie Borough Hall. Comments must be submitted in writing to the address above (Attn: Borough Manager) or by email to manager@perkasieborough.org and must include originator's name and address. Comments submitted by facsimile will not be accepted.

PERKASIE BOROUGH 620 W CHESTNUT STREET PERKASIE, PA 189440096

3-2152576065 0007144835-01

Ethelmae Palmer being duly affirmed according to law, deposes and says that he/she is the Legal Billing Co-ordinator of the CALKINS NEWSPAPER INCORPORATED, Publisher of The Intelligencer, a newspaper of general circulation, published and having its place of business at Doylestown, Bucks County, Pa. and Horsham, Montgomery County, Pa.; that said newspaper was established in 1886; that securely attached hereto is a facsimile of the printed notice which is exactly as printed and published in said newspaper on .............

July 24, 2017

and is a true copy thereof; and that this affiant is not interested in said subject matter of advertising; and all of the allegations in this statement as to the time, place and character of publication are true.

LEGAL BILLING CO-ORDINATOR

Affirmed and subscribed to me before me this 8th day of September 2017 A.D.

april Carl

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL
Ann Clark, Notary Public
Tullytown Boro, Bucks County
My Commission Expires April 30, 2019
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

### MINUTES OF PERKASIE BOROUGH COUNCIL COMMITTEES MEETING AUGUST 7, 2017

620 West Chestnut Street Perkasie, Pennsylvania

ATTENDANCE:

Council Member:

Matt Aigeldinger

Scott Bomboy

Chuck Brooks

Aaron Clark

Suzanne Kravitz Steve Pizzollo

Jim Purcell

Jim Ryder

Steve Rose

John Hollenbach

Andrea L. Coaxum

Steve Hillias

Joe Berardi

Dan Gilbert (absent)

Harold Stone (absent)

Jeff Garton

Doug Rossino

Mayor:

Borough Manager:

Police Chief:

Finance Director:

Public Works Director:

Electric Superintendent:

Borough Solicitor:

Borough Engineer:

Borough Council President Jim Ryder convened the meeting at 7:00 PM. Mayor Hollenbach gave the Invocation followed by the Pledge of Allegiance.

#### PUBLIC HEARING

Jeff Garton introduced the subject indicating the purpose of the hearing was to take public comment on the application of the Perkasie Borough Industrial Development Authority (PIDA). He explained that Perkasie Borough would need to approve the issuance by the PIDA of its tax-exempt note for a personal care facility, G.D.L Farms, located on Street Road in Warrington Township. The floor was opened for comments from the public for which there was none.

Upon motion by Ryder, seconded by Pizzollo, Council unanimously closed the hearing.

Upon motion by Pizzollo, seconded by Rose, Council unanimously approved Resolution #2017-32 approving the issuance by the Perkasie Borough Industrial Authority of its tax exempt note or bond for a facility located in Warrington Township, Bucks County, Pennsylvania, and authorizing the taking of all such act not inconsistent with the resolution.

#### PUBLIC HEARING

A public hearing was held to receive comments on the NPDES Stormwater Discharges from Pollutant Reduction Plan (PRP) for the Borough of Perkasie. The PRP outlines the measure the Borough intends to implement to reduce certain pollutants discharged from the Borough's Municipal Separate Storm Sewer System. No comments were received. Upon motion by Rose, seconded by Purcell, Council unanimously closed the hearing.

### NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC MEETING BOROUGH OF PERKASIE

For revisions to the NPDES Stormwater Discharges from MS4 Pollutant Reduction Plan (PRP) for Borough of Perkasie. The PRP outlines the measures the Borough intends to implement to reduce certain pollutants discharged from the Borough's Municipal Separate Storm Sewer System (MS4). The PRP includes a calculation of the existing loading of the pollutants of concern, a calculation of the minimum reduction required, and a selection of potential Best Management Practices (BMPs) intended to achieve the minimum required reduction. The PRP has been revised to update the location of streambank stabilization along Pleasant Spring Creek and to add a second underground sediment removal device location. Borough is soliciting written comments on the revised PRP. Interested persons may submit written comments during the 30-day period of September 2 through October 2, 2025. The document may be reviewed during the comment period at Perkasie Borough Hall, 620 W. Chestnut St., Perkasie, PA 18944 weekdays from 9AM - 4PM or on the Borough website homepage <a href="http://perkasieborough.org/">http://perkasieborough.org/</a>. Written and verbal comments will be accepted at a public meeting on September 15, 2025 (7PM) at Perkasie Borough Hall. Comments must be submitted in writing to the address above (Attn: Borough Manager) or by email to <a href="manager@perkasieborough.org">manager@perkasieborough.org</a> and must include originator's name and address. Comments submitted by facsimile will not be accepted.

# Appendix C <u>Maps</u>

Appendix C-1: Perkasie Borough Storm Sewer Collection Map (See attached)



5 9/26/25 PRIVATE BMP LOCATIONS ADDED
4 6/2/17 MINOR REVISIONS FROM FIELD COLLECTION
3 12/14/15 MINOR REVISIONS FROM FIELD COLLECTION
2 11/04/15 ROAD PROGRAM AND SUBDIVISION UPDATES
1 12/23/14 MINOR REVISIONS

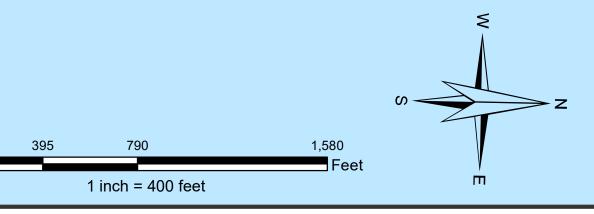
GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 E. Butler Avenue, Suite 100, New Britain, PA 18901
215-345-4330

CREATED : SEPTEMBER 26, 2025

Perkasie Borough

Bucks County, Pennsylvania

STORM SEWER COLLECTION SYSTEM MAP



### Appendix D

# Existing Loading for Pollutants of Concern

Appendix D-1: EMC Table

Appendix D-2: ROW Calculations

Appendix D-3: Non-Parsed Area Calculations

Appendix D-4: Total Existing Load & Required Reduction Calculation

Appendix D-1: EMC Table

	Land Cover Classification	TSS (mg/l)	Average Annual Runoff (in/year)
	Forest	39	4.63
SS	Meadow	47	4.10
Surfaces	Fertilized Planting Area	55	5.53
Sur	Native Planting Area	55	3.62
	Lawn, Low-Input	180	6.59
Pervious	Lawn, High-Input	180	5.53
Pe	Golf Course Fairway/Green	305	6.59
	Grassed Athletic Field	200	7.39
S	Rooftop	21	43.51
Surfaces	High Traffic Street/Highway	261	39.80
žur	Medium Traffic Street	113	23.96
	Low Traffic/Residential Street	86	22.47
Ş.	Residential Driveway, Play Courts, etc.	60	43.51
Impervious	High Traffic Parking Lot	120	43.51
프	Low Traffic Parking Lot	58	43.51

Pollutant Load (lbs/year) = 2.7 (Conversion factor) x Nutrient Concentration (EMC, mg/l) x Volume (Acre-FT)

		Pollutant Load I	rom P	oad From Public Streets & ROW	eets & R	WO				
			Length of Road	Width of	Width of	Area of	Area of			1
Street Name	Section of Roadway	ROW Width (Feet)	(feet)	(feet)	(feet)	Lawn (SF)	Road (SF)	Lawn (mg/l)	Road (mg/l)	(lbs/year)
8th Street	Market St to Race St	34	1,120	26	∞	8,960	. 29,120	1	88	346
Arch Street	8th St to 9th St	32	380	26	9	2,280	9,880	1200	98	113
E. Spruce Street	S. Main St to cul-de-sac	50	069	32	18	12,420	22,080			296
Market Street Alley	entire road	32	455	32	0	0	14,560			145
Race Street	8th St to 9th St	32	220	32	0	0	7,040	180	98	70
Callowhill Street	Ridge Rd to beyond 6th St	34	2,585	30	4	10,340	1	180		837
Jefferson Drive	entire road	50	1,555	28	22	34,210		180		644
Park Avenue	Country Ridge to the railroad	40	1,400	32	8	11,200	44,800	180		516
Race Street	5th St to 6th St	32	515	32	0	0		180	98	165
Revere Way	entire road	50	375	30	.20	7,500	11,250			158
S. 6th Street	Spruce St to Elm Ave	42	1,250	28	14	17,500	35,000			457
Vine Street	3rd St to 6th St	32	1,250	32	0	0				399
7th Street	1025 7th St to 1108 7th St	32	720	32	0		23,040			230
8th Street	Buttonwood St to Callowhill St	32	325	27	5	1,625				86
10th Street	Race St to Vine St	32	290	18	14	4,060	5,220	180	98	77
Buttonwood Street	7th St to 8th St	34	250	18	16	4,000		180		69
Dill Avenue	E. Walnut to E. Chestnut	32	650	30	2	1,300	19,500	180	98	101
Grandview Avenue	entire road	42	1,370	32	10	13,700	43,840	180		522
Highland Drive	entire road	50	1,188	34	16	19,000	40,375	180	98	519
Lexington Way	entire road	50	440	30	20	8,800	13,200	180	98	186
Old Post Road	entire road	50	464	1 32	18	8,892	15,808	180	98	212
Park Avenue	Ridge Road to Country Ridge	42	1,470	24	18	26,460	35,280	180	98	514
Pleasant Run Place	entire road	50	420	28	22	9,240	11,760	180	98	174
7th Street	Callowhill St. to 901 7th St	32	1,930	32	0	0	61,760	180	98	616
8th Street/Vine Street	Callowhill St./7th St	32	675	31	1	675				213
Clover Lane	entire road	50	1,370	24	26	35,620	32,880	180	98	546
Fern Drive	entire road	50	520	26	24	12,480	13,520	180	98	211
Lombard Street	entire road	50	644	1 26	24	15,450		180	98	262
Pine Street	entire road	34	405	5 26	8		10,530	180	98	125
Rustic Drive	entire road	48	1,120	30	18	20,160	33,600	180	98	459
Spring Court	entire road	50	440	26	24	10,560	11,440	180	98	179
Spring Lane	entire road	50	1,515	5 26	24	36,360	39,390	180	98	616

<u> </u>			Length	Width of   Width of	Width of					
Street Name	Section of Roadway	ROW Width (Feet)	of Road (feet)	Road (feet)	Lawn (feet)	Area of Lawn (SF)	Area of Road (SF)	Lawn (mg/l)	Road (mg/l)	Load (lbs/year)
7th Street	Market St to Callowhill St.	32	3,475	32	0	0	-	-	_	1,110
8th Street	Chestnut St to Market St	32	495	32	0	0	15,840	180	98	158
Buttonwood Street	7th St to 5th St	40	1,225	32	8	9,800	39,200	180	98	451
Elm Avenue	5th St to 6th St	46	345	26	20	006'9	8,970	180	98	132
Marshall Street	Buttonwood St to Callowhill St	26	310	22	4	1,240	6,820	180	98	76
Penn Alley	entire road	20	460	18	2	920	8,280	180	98	88
Race Street	3rd St to 5th St(Incl. "tail" at 3rd)	32	875	32	0	0	28,000	180	98	279
S. 6th Street	Chestnut St to Walnut St	32	350	32	0	0	11,200	180	98	112
S. 8th Street	Pine St to Park Ave	30	400	25	5	2,000	10,000	180	98	112
Summit Avenue	entire road	40	1,145	18	22	25,190	20,610	180	98	360
W. Walnut Street	Constitution Ave to 5th St	32	1,800	32	0	0	57,600	180	98	575
3rd Street	Park Ave to Walnut St	34	860	32	, 2	1,720		180	98	285
5th Street	Entire Road Except Parced Portions	32	2,723	32	0	0		180		870
7th Street	Park Ave to Market St	34	2,165	32	2	4,330		0 180	98 0	718
7th Street	1108 7th St to Blooming Glen Dr	32	700	32	0	0	22,400	0 180	98 0	224
9th Street	Railroad to Borough Line	44	5,590	38	9	33,540	212,420	081 180	98 0	2,326
10th Street	10th St cul-de-sac	20	220	18	2	440	3,960	0 180	98 0	42
Arch Street	3rd St to 7th St	34	1,620	32	2	3,240	51,840	0 180	98 0	537
Arch Street	9th St to end (past 10th)	34	292	30	4	2,260	16,950	0 180	98 0	183
Arthur Avenue	Entire Road Except Parced Portions	40	505	38	2	1,010	19,186	180	98 0	198
Cedar Avenue	4th St to 5th St	. 18	355	18	0		0 6,390	0 180	98 0	64
E. Spruce Street	S. Main St to Constitution Ave	34	2,660	34	0		0 90,440	0 180	98 0	903
Hillcrest Road	entire road within Borough	20	630	18	2	1,260		0 180	98 0	121
N. 6th Street	Market St to Buttonwood St	32	2,200	26	9	13,200	57,200	0 180	98 0	652
Park Avenue	Railroad to 3rd St	32	1,390	32	0		0 44,480	0 180	98 0	444
S. Main Street	Spruce St to Borough Line	40	4,275	33	7	29,925	5 141,075	1	98 08	1,591
S. Main Street	Walnut St to Spruce St	40	650	32		8 5,200	0 20,800	1	98 08	239
W. Chestnut Street	8th St to 9th St	32	385	32	0		0 12,320	0 180	98 0	123
2nd Street	Market St to Arch St	42	380	16	26	9,880	080'9	0 180	98 0	121
3rd Street	Market St to Race St	34	069	32	3	1,725	5 21,735	5 180	98 0	228
3rd Street	Race St to Callowhill St	34	1,130	31		3 3,390	0 35,030	0 180	98 0	370
4th Street	Park Ave to Walnut St	32	1,000	32		0	0 32,000	0 180	00 86	319
4th Street	Market St to Vine St	32	750	32		1 375	5 23,625	5 180	98 01	238
7th Street	901 7th St to 1025 7th St	34	1,200	32		2 2,400	38,400	0 180	98 01	398
12th Street	Stub from Park Ave	30	325	14	16	5 5,200	0 4,550	0 180	98 01	77
12th Street	Borough Line to Cul-de-Sac	50	1,110	32	18	8 19,980	0 35,520		180 86	477
										1 age 4 01 3

30,521			2,650,218	680,597	Total					
276	98	180	24,000	000'9	2000	32	750	40	7th St to 5th St	W. Walnut Street
192	98	180	19,200	0	0	32	009	32	5th St to 7th St	W. Spruce Street
109	98	180	10,880	0	0	32	340	32	4th St to 5th St	W. Spruce Street
112	98	180	11,200	0	0	32	350	32	3rd St to 4th St	W. Spruce Street
257	98	180	24,800	1,550	2	32	775	34	6th St to the railroad	W. Market Street
246	98	180	21,360	5,340	8	32	899	40	Entire Road Except Parced Portions	Virginia Avenue
214	98	180	17,760	5,920	8	24	740	32	9th St to Ridge Ave	Vine Street
30	98	180	2,500	006	6	25	100	34	entire road excl. PennDOT portion	Tunnel Road
160	98	180	54,000	36,000	20	30	1,800	50	5th St to Shadywood PI	Shadywood Drive
260	98	180	49,560	10,620	9	28	1,770	34	entire road	Ridge Avenue
244	98	180	21,000	5,600	8	30	700	38	Ridge Ave to 9th St	Race Street
173	98	180	15,520	2,910	9	32	485	38	6th St to 7th St	Race Street
011	98		7,370	6,030	18	22	335	40	entire road	Oak Avenue
144	98	180	13,340	1,740	3	23	580	26	Race St to Callowhill St	Marshall Street
655	98		41,860	38,640	24	26	1,610	50	entire road	Hunters Run Road
137	86		9,240	7,260	22	28	330	50	entire road	Highwood Court
480	86		32,010	26,190	18	22	1,455	40	entire road	Fairview Avenue
454	98	180	43,840	2,740	2	32	1,370	34	entire road	E. Market Street
92	98	180	8,000	2,000	8	32	250	40	5th St to 6th St, portion	Callowhill Street
(Ibs/year)	Road (mg/l)	Lawn (mg/l)	Road (SF)	Lawn (SF)	(feet)	(feet)	(feet)	ROW Width (Feet)	Section of Roadway	Street Name
Load			Area of	Area of	Lawn	Road	of Road			
					Width of	Width of	Length			

Appendix D-3: Non-Parsed Area Calculations

	A THE RESERVE TO SERVE THE PARTY OF THE PART			Resi	Residential Analysis				
	Building	Approx. Lot							Total Load
Zone	Coverage (%)	Coverage (%)	Total Area (SF)	Total Area (Acres)	Rooftop (Acres)	Driveway (Acres)	Planting Areas (Acres)	Lawns (Acres)	(lbs/vear)
4-1A	25	30	6505422.64	149	37.25	7.45	37.25	67.05	32.473
3-1B	25	30	5255142.68	121	30.25	6.05	30.25	54.45	26.375
1-2	25	30	3234119.92	74	18.5	3.7	18.5	33.3	16.128
R-3	25	30	764889.6	18	4.5	0.9	4.5	8.1	3.923

	Total Load	2000		8,617
		Lawns (Acres)	9.2	17.2
		Planting Areas (Acres)	6.9	12.9
	Low Traffic Parking	(Acres)	1.15	2.15
Commercial Analysis			5.75	10.75
Comr		Total Area (Acres)   Rooftop (Acres)	23	43
		Total Area (SF)	1008644.23	1853040.69
	Approx. Lot	Coverage (%)	30	30
	Building	Coverage (%)	25	25
		Zone	C-2	1-2

		Open S	Open Space Analysis		
	Total Area	*			Total Load
Total Area (SF)	(Acres)	Wooded (Acres)	Meadow (Acres)	Lawn (Acres)	(lbs/year)
951401.34	22	2	н	16	4,515

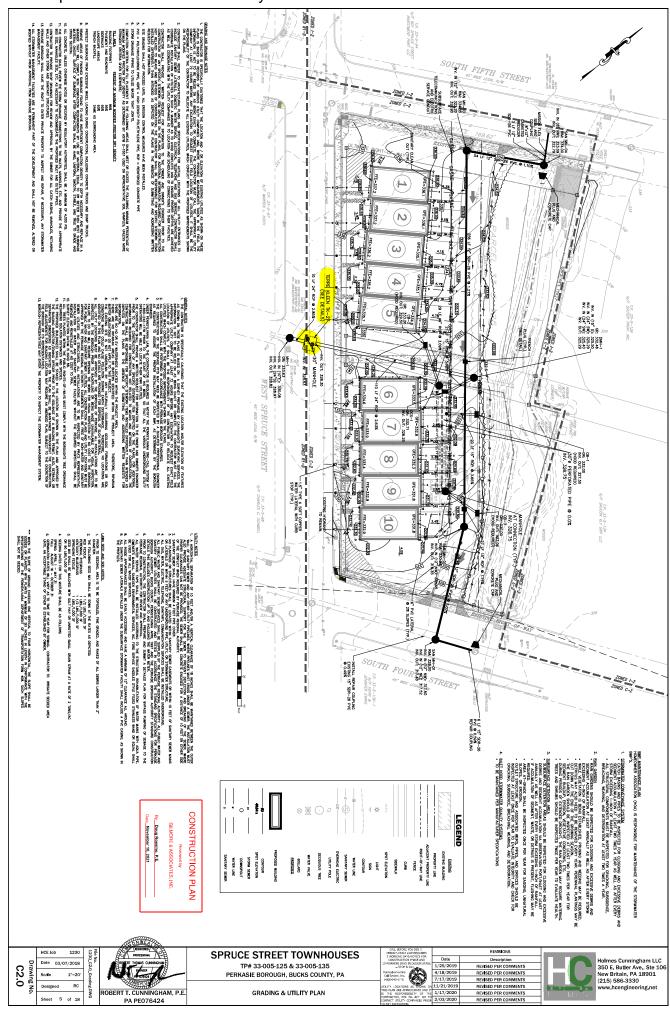
Appendix D-4: Total Existing Sediment Load & Required Reduction Calculation

					Area Calculations	ns					
Total Borough	Total Borough Area	Parsed	Parsed Areas	Borough	Borough	Residential	Residential	Commercial	Commercial	Open	Open Space
Area (SF)	(Acres)	Areas (SF)	(Acres)	ROW (SF)	ROW (Acres)	(SF)	(Acres)	(SF)	(Acres)	Space (SF)	(Acres)
71,256,090	1,636	48,352,614	1,110	3,330,815	76	15,759,575	362	2,861,685	99	951,401	22
			%89								
					Sediment						
	Borough Load				ROW Load		Residential		Commercial		Open Space
	(lbs/year)				(lbs/year)		(lbs/year)		(lbs/vear)		(lbs/vear)
	127,161				30,521		78,899		13,226		4,515
	If Non-Parced Areas										
	were all wooded			;			1				
	(Ibs/year)			Munic	Municipality Not Able to Reduce Coverage Beyond Original Landscape	e to Reduce Co	overage Beyon	d Original Land	scape		
	21,376										
					120						
	2011 - 450 LF Lenape					*					
	Park Streambank				Recently P	erformed Wo	Recently Performed Work Within the Watershed	Vatershed			
	Restoration (lbs/year)								×		
	20,196										
	Modified Borough										
	Load (Ibs/year)				Bo	rough Load Le	Borough Load Less Wooded Load	ad			
	82,588					•					*
	10% Reduction										
	Required (Ibs/year)				5-y	ear Permit Re	5-year Permit Reduction Required	red			
	8,559										

# Appendix E

# **Loading Reduction Calculations and O&M**

Appendix E-1: Spruce Street Storm Sewer System Solids Removal BMP Appendix E-2: Arch Street Storm Sewer System Solids Removal BMP





### SECTION

### SPECIFICATION FOR TERRE KLEEN™ HYDRODYNAMIC SEPARATOR US Patent No. US 6,676,832 B2 BY

TERRE HILL STORMWATER SYSTEMS, Division of Terre Hill Concrete products
485 WEAVERLAND VALLEY ROAD
TERRE HILL, PA 17581

TEL.: (717) 445-3100 FAX: (717) 445-0242. www.terrestorm.com

Verify latest version of specifications

### **PART 1-GENERAL**

### 1.1 DESCRIPTION

A. This work shall consist of manufacturing, delivering to the job site and installing a Terre Kleen™ (US Patent No. US 6,676,832 B2); an inclined plate cell hydrodynamic separator (containing the specified number of inclined plates for each unit) at each location as shown on the contract plans. The unit shall treat all stormwater without loss of floatable matter, such as trash, debris, litter and oil and grease captured in the oil booms; there shall be no scour of settled sediment from the baffled sediment hopper located under the inclined plates in the grit chamber. External by-pass structures are not allowed. Each unit has a primary chamber and grit chamber. The primary chamber separates oil, grease and floatable debris contained in a fully baffled area to prevent loss or resuspension of captured oil, grease, and floatable trash and debris including captured sediment. This chamber is followed by an inclined plate sedimentation unit placed above a protected sediment collection hopper in a grit chamber into which the stormwater flows after passing through a nutrient screen in the divider wall between the two chambers. The grit chamber hopper shall contain a sediment sludge stainless steel spray assembly located in the grit chamber to facilitate clean out and maintenance of the unit that shall be pressurized with water causing dislodging

- of the settled sludge below the inclined plate settler for drainage towards the vacuum suction points.
- **B.** The unit shall contain an internal flow through duct located between the primary chamber and the grit chamber. Flows in excess of the design flow shall pass through the unit through the internal flow through duct.
- C. This product is produced by Terre Hill Concrete Products under the name "Terre Kleen™". All rights are reserved.(US Patent No. 6,676,832 B2)
- D. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate separator shall operate based on the hydrostatic pressure differential between the inlet and outlet pipe. The flow is split in proportion to the number of inclined plate cells. The cells treat the water in parallel and combine the flow at the overflow weir. The inclined plate cell surfaces facilitate sliding of the sediment to the hopper below where it is protected from scour from subsequent flows. The design of the device shall prevent loss of captured pollutants including oil, grease, trash, debris, and sediment through scouring or other causes during all flows and conditions. The nutrient screen shall be positioned to allow passage of all flows without allowing loss of captured pollutants.
- **E.** The internal flow through duct provides additional flow area in addition to the inclined plate cells. All flows pass through the primary chamber so as to capture oil grease and floatable trash and debris and to allow by-pass of the excess flows only in the internal flow through duct while requiring design flows to continue to be treated in both the primary and the sedimentation grit chamber. The internal by-pass shall not allow loss of any captured pollutants during excess flows.
- **F.** Both the primary and the grit chambers shall be accessible through removable covers at grade for the removal of floatable material, water and the settled solids and floating particulates using a standard vacuum truck. No confined space entry shall be required for removal of captured pollutants.
- **G.** The grit chamber hopper shall contain a sediment sludge stainless steel spray assembly located in the grit chamber to facilitate clean out and maintenance of the unit that shall be pressurized with water causing dislodging of the settled sludge below the inclined plate settler for drainage towards the vacuum suction points.
- **H.** Captured sediment storage shall be not less than 0.7 Ft³/Ft² of settling area in the Terre Kleen.

I. Oil Storage shall be not less than 1.5 gallons/Ft<sup>2</sup> in the in the **Terre** Kleen™ (US Patent No. US 6,676,832 B2)

### 1.2 SUBMITTALS

- **A.** Shop drawings shall be submitted as described in Division 1 General Requirements.
- B. Certifications by a Professional Engineer licensed in the state of installation shall be submitted that the Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator structure conforms to the standards listed in this Specification.

### 1.3 REFERENCES

- A. ASTM International ( ASTM ):
  - A-48 Specification for Gray Iron Castings
  - C-32 Specification for Sewer and Manhole Brick
  - C-270 Specification for Mortar for Unit Masonry
  - C-478 Specification for Precast Reinforced Concrete Manhole Sections
  - C-913 Standard Specification for Precast Concrete Water and Wastewater Structures
  - US Patent No. US 6676832 B2; Surface water purifying catch basin.
- **B.** Federal Specifications (FS):
  - FS-SS-S-210 Sealing Compound, Preformed Plastic for Expansion Joints and Pipe Joints

### 1.4 MANUFACTURERS

- **A.** The products furnished by named manufacturers are specified as a standard of quality and performance.
- **B.** The manufacture of the concrete structure shall be performed at a precast production facility certified by the National Precast Concrete Association (NPCA).

C. The manufacturer of the Terre Kleen™ (US Patent No. US 6,676,832 B2) shall be licensed to produce and or sell the entire device or any components thereof by Terre Hill Concrete Products of Terre Hill Pennsylvania 717-445-3100.

## **PART 2- PRODUCTS**

## 2.1 MATERIALS AND DESIGN

- **A.** The reinforced concrete vault structure shall be designed for HS-25 traffic loading, and existing soil pressure, ground water pressure and buoyancy. The materials and structural design shall be per ASTM C-478 and ASTM C-913. The concrete shall have a minimum compressive strength of 5000 psi.
- **B.** The access cover shall be designed for HS-25 traffic loading and shall provide a minimum of 27 1/2 inches clear opening. Manhole frame and cover shall be East Jordan or Quirin manufactured from gray iron conforming to ASTM A-48 Class 35B. The cover shall contain the words "Stormwater Treatment System" and the Terre Kleen™ logo as approved by Terre Hill Concrete Products.
- **C.** Butyl mastic sealant for joints shall conform to ASTM C-990 and Federal Specifications (FSFS-SS-S-210 Sealing Compound, Preformed Plastic for Expansion Joints and Pipe Joints
- **D.** Pipe openings shall be sized to accept pipes of the specified sizes and shall be sealed with hydraulic cement conforming to ASTM C-595M.
- **E.** The metal components of the inclined cell separator, baffle wall Aluminum Alloy 5052 (UNS # A95052) or equal.
- **F.** The hinge pins of the inclined cell separator shall be manufactured from stainless steel AISI Type 304L (UNS # S30403).
- **G.** All fasteners used in combination or connecting the inclined cell separator to the concrete structure shall be made from stainless steel AISI 316 (UNS # 31600) and the threads shall be properly lubricated with Permatex anti-seize Item 80078 lubricant or equal. All surfaces of aluminum components that are to be embedded or in contact with fresh, unhydrated concrete shall be coated with

Koppers Bitumastic 300M.

**H.** Per 57 Ft<sup>2</sup> of sedimentation area, four (4) Ø 2 ¼" x 12" long sorbent booms with an absorption capacity of ¼ gallon per lineal foot shall be placed in the primary chamber for the absorption of gasoline; diesel fuel, lube oil, jet fuel, transformer oils, chlorinated solvents, aromatic solvents, hydraulic oils, light crude. The sorbent boom or Rubberizer® boom shall be manufactured by Haz-Mat Response Technologies Inc. or approved equal.

## 2.2 PERFORMANCE

- **A.** The inlet pipe shall discharge the storm water into the primary chamber. In the primary chamber, the separator shall facilitate the floatation of liquids and particles lighter than the density of water. Floatable solids, greater than 19mm [3/4"], and liquids shall be retained in the primary chamber, and shall not be subject to loss through re-suspension or any other cause. Emulsified oils are not captured and are not part of the floatable mass.
- **B.** The heavy fraction of the solids shall settle in the bottom of the primary chamber.
- **C.** Particles in the range of 50 to 500 micro meters (μM) kept in suspension due to turbulence in the primary chamber shall pass through a nutrient screen with a maximum screen opening of 16mm x 16mm [5/8"x 5/8"] and enter the grit chamber (sediment grit chamber) through a parallelogram port at the bottom of the inclined cell walls. This opening shall be approximately midelevation between the inlet pipe invert and the vault invert.
- **D.** The solids and water between the inclined cell plate walls shall travel in an inclined direction toward the overflow weir at the top of the inclined plate cell. During this process, the solids shall settle and slide down towards the bottom of each plate cell and drop into the receiving hopper of the sedimentation grit chamber. The water shall discharge at the top of the cell, pass across a V-notch weir and cascade onto a baffle plate and drain to the effluent outlet pipe.
- **E.** The particles that shall be removed in the grit chamber shall be silt, fine sand, and sand. The typical density of these particles is

2400 kg/M $^3$  [150lbs/ft $^3$ ], and their size between 2 microns and 1000 microns with a d $_{50}$ = 70 Micron. The projected sedimentation surface area of the grit chamber shall be the cumulative horizontal projection of the sedimentation cell-floors that make up the sedimentation grit chamber. The total projected sedimentation surface area of the sedimentation cells, contained within the total structure footprint shall not be less than as follows:

<u>Model</u>	<u>Structure</u>	Size	Sedimentation Surface Area
1. Terre Kleen 09 2. Terre Kleen 18 3. Terre Kleen 27 4. Terre Kleen 36 5. Terre Kleen 45 6. Terre Kleen 54	4'6" x 7'0" 6'6" x 7'0" 8'6" x 7'0" 10'6" x 7'0" 12'6" x 7'0" 14'6" x 7'0"	(31.50 ft <sup>2</sup> ) (45.50 ft <sup>2</sup> ) (59.50 ft <sup>2</sup> ) (73.50 ft <sup>2</sup> ) (87.50 ft <sup>2</sup> )	57 ft <sup>2</sup> ) 115 ft <sup>2</sup> ) 172 ft <sup>2</sup> ) 230 ft <sup>2</sup> ) 288 ft <sup>2</sup>
7. Terre Kleen 63	16'6" x 7'0"	`	,

F. The design flow in M³/sec [GPM or CFS] for each Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality treatment device shall be as noted on the drawings.

#### PART 3-INSTALLATION

#### 3.1 INCLINED PLATE SEPARATOR FABRICATION

- A. Fabrication of the Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality device shall be in strict accordance with the design.
- B. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality device shall be provided with mounting brackets for installation into the precast concrete structure with stainless steel mounting anchors.
- C. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator shall be provided with a flow channel on the effluent side of the settler and a clean-out opening next to the channel.

- **D.** The nutrient screen shall be placed as an extension of the baffle wall at the entrance to the parallelogram port in the divider wall.
- **E.** Certified welders experienced in the welding of specified thin metals shall place all welds.
- **F.** The fabricator shall remove shop soils, discoloration, and welding slag.

## 3.2 PRECAST CONCRETE STRUCTURE

- A. The utility contractor installing the precast concrete structure shall be responsible installing the structure so as to stop the infiltration or loss of water into or out of the precast concrete structure.
- B. The precast concrete structure shall be installed level and plumb at the specified elevation shown on the signed, approved plans, on a compacted stone sub base 150mm [6"] thick.
- C Excavation and backfill shall be as specified in the signed, approved plans.

## 3.3 MANUFACTURER INSTALLATION TECHNICAL ASSISTANCE

At the time and place of installation of any Terre Kleen™ (US Patent No. US 6,676,832 B2) the manufacturer, Terre Hill Concrete Products will provide a Product Liaison on site to offer technical assistance to the installation contractor to assure proper installation of the Terre Kleen™ (US Patent No. US 6,676,832 B2) in accordance with the signed, approved plans.

## 3.4 OPERATION AND MAINTENANCE

A The maintenance of the Terre Kleen™ (US Patent No. US 6,676,832 B2) is the responsibility of the Owner. Each site has unique site conditions. It is the responsibility of the Owner to establish a schedule according to the conditions of the specific Terre Kleen™ (US Patent No. US 6,676,832 B2) location. Failure to clean the sediment from the Terre Kleen™ (US Patent No. US 6,676,832 B2) and to replace oil absorption booms will cause the

Terre Kleen™ (US Patent No. US 6,676,832 B2) to not maintain its design performance capabilities. It is strongly recommended that the Owner follow the prescribe maintenance specifications and procedures published by Terre Hill Concrete Products and copy thereof given to the installation contractor for delivery to the Owner.(A copy of the Maintenance Procedures are attached hereto and made a part hereof.)

## PART <u>4 Maintenance Procedures for Terre Kleen™</u>

#### 4.1 General

A Inspection and maintenance must be performed on a regular basis, All captured pollutants must be removed from the Terre Kleen™ (US Patent No. US 6,676,832 B2). During the first year after installation inspections should be performed every three (3) months to determine the type and amount of pollutants in the Terre Kleen™ (US Patent No. US 6,676,832 B2). Site conditions and weather will influence the rate of pollutant capture. A schedule of regular maintenance can then be established based upon the quarterly inspections.

## 4.2 Pollutant Removal

A Access to both the primary and grit chambers is provided by manhole openings. The gross pollutants such as litter and the oil absorption booms should be removed first. A vacuum truck or similar equipment is then utilized to remove the water and the sediment. Disposal of all of the removed pollutants should be properly documented in accordance with all applicable regulations. Removal may be done anytime after a rain event.

At all times keep sparks and flames away from the **Terre Kleen™** (**US Patent No. US 6,676,832 B2)** as it may contain flammable material.

The Terre Kleen™ (US Patent No. US 6,676,832 B2) is designed for inspection and cleaning from grade. If "confined entry" is desired, trained and certified personnel using OSHA regulation equipment is required.

Manhole covers and inlet grates must be put back securely to the frames after inspection or maintenance.

## 4.3 Documentation

**A** Proper documentation should include:

- a) dates and results of each inspection;
- b) proposed and installed repairs, renovations, improvements;
- c) type and amount of captured pollutants;
- d) disposal of pollutants;
- e) preparation and submittal of reports;
- f) document nutrient and sediment trading credits.

#### 4.4 Measurement

A carefully lowered stadia rod or similar instrument may be used to determine amount of captured sediment. The sludge dispersion manifold can assist in the removal of sediment. Manifold pipes mounted to the floor of the grit chamber connect to a hose that leads to the grade level manhole. The hose is pressurized by the vacuum truck's spray nozzle. The pressurized manifold sprays water through small horizontal holes in the manifold pipes, which liquefies and disperses the sludge blanket for removal by the suction nozzle.

## **5.0 Additional Requirements**

- **A**. Unit fabrication and field installation shall be in accordance with manufacturer's requirements unless directed otherwise by the county Engineer.
- **B.** The units that are located in the street or highway right of way shall be able to support a HS-25 loading without structural failure. Load carrying ability of the unit shall be verified by signed and sealed calculations prepared by an engineered licensed in New Jersey. Calculations shall be submitted for review and approved with the appropriate shop drawings for each unit.
- **C.** Each unit must meet the dimensional limitations and requirements shown on the plans including but not limited to limit of disturbance, cover to finished grade, invert-in and invert-out.
- **D.** Units must be able to accept inlet castings as wellas manhole rim and cover without any loss of performance of the unit.
- **E.** It is anticipated that the units will be installed in areas of high ground water. In addition to the dewatering operations described elsewhere, the Contractor shall provide buoyancy calculations indicating a safety factor of two (2) against flotation. Buoyancy calculations shall be performed for the situation that the dewatering operation has failed and the unit has not been backfilled as of yet. Calculations shall be prepared and signed and sealed by an Engineer licensed in New Jersey.
  - F. In areas of high ground water, compacted one inch (1") diameter

**G.** The Contractor shall submit for approval, shop drawings for the units and any pipe coupling device that may be used.

#### **6.0 LIMITED WARRANTY**

Terre Hill Stormwater Systems provides the following Express Written Limited Warranty in lieu of any other warranty, whether oral, written, express, or implied. (the Warranty). All other warranties, representations, remedies, guarantees claims, or legal or equitable causes of action, in contract, tort or otherwise; including the Implied Warranties of Merchantability and Fitness for a Particular Purpose are excluded.

- This Warranty applies solely to the Terre Kleen™ (US Patent No. US 6,676,832 B2) products manufactured by Terre Hill Stormwater Systems and sold to the original purchaser (the Purchaser)
- 2. The structural integrity of the Terre Kleen™ (US Patent No. US 6,676,832 B2); when installed in accordance with Terre Hill Stormwater System's written installation specifications, and in accordance with site conditions, requirements of all laws and regulations, are warranted to the Purchaser against defective materials and workmanship for four (4) years from the date of installation.
- 3. Terre Hill Stormwater Systems agrees to provide the labor and material to remove the installed Terre Kleen™ (US Patent No. US 6,676,832 B2) and reinstall the Terre Kleen™ (US Patent No. US 6,676,832 B2), upon satisfactory proof of a breach of this Warranty.
- 4. Excluded from Warranty are claims resulting from or caused by damage; alteration; accident; misuse; abuse involving the Terre Kleen™ (US Patent No. US 6,676,832 B2), or negligence of the Purchaser or any third party. to the Terre Kleen™ (US Patent No. US 6,676,832 B2)
- 5. Terre Hill Stormwater Systems sole liability to the Purchaser shall be as expressly set forth in this Warranty, whether the claim is based upon contract, tort, equity or any other legal or equitable theory.
- 6. Under no circumstances shall Terre Hill Stormwater Systems be

liable to Purchaser or any third party for product liability claims; or the cost of goods or services related to the purchase or installation of the Terre Kleen™ (US Patent No. US 6,676,832 B2).

The Warranty is contingent upon verification of installation in strict accordance with the Terre Hill Stormwater Systems specifications, and use of the product strictly for the application specified. The construction plans for installation of the product shall be approved in writing by Terre Hill Stormwater Systems, and the construction installation plans shall be sealed by a professional engineer, licensed to perform civil engineering in the jurisdiction wherein the product will be installed.

All conditions for product usage as specified by Terre Hill Stormwater Systems must be satisfied in order for any of the terms of the Warranty to be valid, in full or in part.

The Warranty guarantees that any product of the Terre Hill Stormwater System will equal or exceed the Terre Hill Stormwater System written performance claim for stormwater treatment.

This Warranty of Terre Hill Stormwater Systems does not extend to incidental, consequential, special, or indirect claims, expenses or damages. Terre Hill Stormwater Systems shall not be liable for penalties or liquidated damages, including loss of profits or production and overhead costs; or other loss or expense incurred by the Purchaser or any third party.

The Warranty is limited to those claims filed in writing with Terre Hill Stormwater Systems, a Division of Terre Hill Concrete Products on or before four (4) years from the date of substantial completion of installation. The written claim shall specify and describe the alleged defect upon which the breach of Warranty is claimed in reasonable detail.

The Warranty with all of its obligations, rights and limitations and protections shall apply to Terre Hill Concrete Products.

#### **END OF SECTION**

**TK Specs dated 09.26.12** 

# Appendix E-1: Spruce Street Storm Sewer System Solids Removal BMP

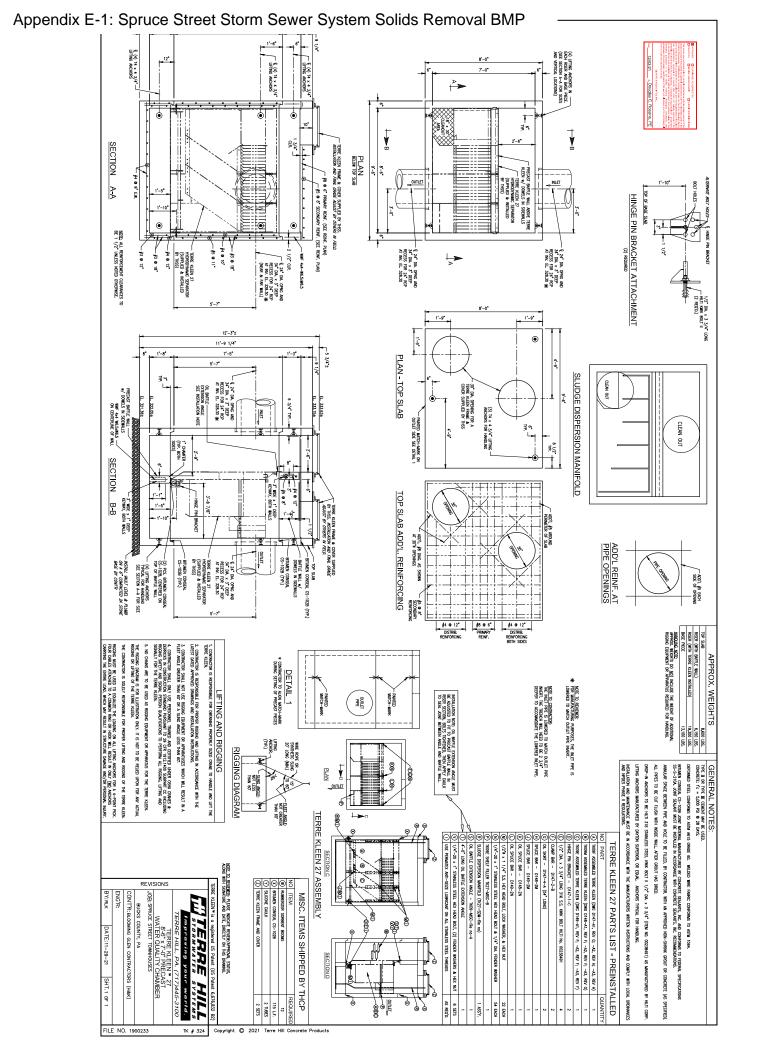
# Spruce Street System Drainage Area

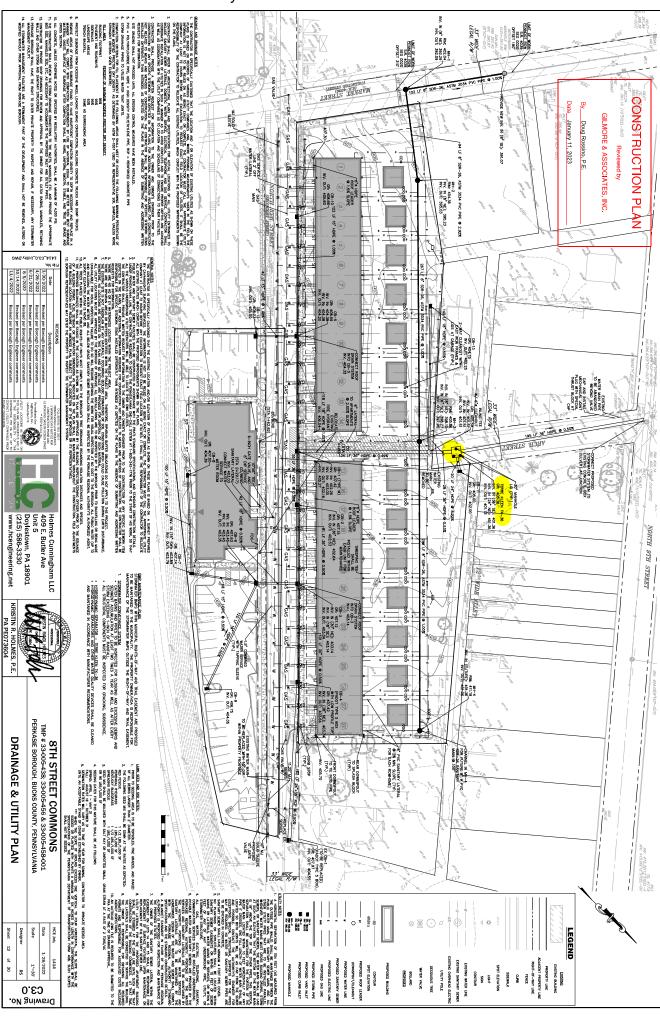
	_		Length	Width of	Width of					
			of Road	Road	Lawn	Area of	Area of	Lawn	Road	Load
Street Name	Section of Roadway	ROW Width (Feet)	(feet)	(feet)	(feet)	Lawn (SF)	Road (SF)	(mg/l)	(mg/l)	(lbs/year)
S. 6th Street	Park Ave to Elm Ave	42	640	28	14	8,960	17,920	180	86	234
5th Street	Arthur Ave to Elm St	32	490	32	0	0	15,680	180	86	157
Arthur Avenue	entire road	40	670	38	2	1,340	25,460	180	86	262
Park Avenue	Railroad to 3rd St	32	880	32	0	0	28,160	180	86	281
			2,680	130		10,300	87,220			934

#### **Residential Analysis**

_			Total	Total			Traffic	Planting			
		Approx. Lot	Area	Area	Rooftop	Driveway	Parking	Areas	Lawns	Ball Fields	Total Load
Zone	<b>Building Coverage (%)</b>	Coverage (%)	(SF)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(lbs/year)
R-1A, R-1B, R-2, R-3	25	30	393782	9	2.25	0.45	0	2.25	4.05	0	1961

<sup>\*</sup>Toatl Load values from NPDES Stormwater Discharges From MS4 Pollutant Reduction Plan for Borough of Perkasie, as prepared by Gilmore & Associates, Inc. Dated September 2017







	REVISIONS	
Date	Description	
		hilmos run
		ENGINE

Holmes Cunningham LLC 409 E. Butler Ave. Unit 5 Doylestown, PA 18901 (215) 586-3330 www.hcengineering.net

TMP # 33-005-438; 33-005-456 & 33-005-458-001
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

UPSTREAM INLET DRAINAGE AREA MAP

 Date
 1/28/2022

 Scale
 1\*=200'

 Designed
 BEB

 HCE Job
 1414

 Sheet 1
 of
 1

# Appendix E-2: Arch Street Storm Sewer System Solids Removal BMP

# **Arch Street System Drainage Area**

			Length	Width of	Width of					
			of Road	Road	Lawn	Area of	Area of	Lawn	Road	Load
Street Name	Section of Roadway	ROW Width (Feet)	(feet)	(feet)	(feet)	Lawn (SF)	Road (SF)	(mg/l)	(mg/l)	(lbs/year)
8th Street	Market St to Race St	34	1,120	26	8	8,960	29,120	180	86	346
Arch Street	8th St to 9th St	32	380	26	6	2,280	9,880	180	86	113
Race Street	8th St to 9th St	32	220	32	0	0	7,040	180	86	70
Race Street	Ridge Ave to 9th St	38	700	30	8	5,600	21,000	180	86	244
Ridge Avenue	entire road	34	500	28	6	3,000	14,000	180	86	158
Total	•	•	2,920	142		19,840	81,040			931

#### **Residential Analysis**

			Total	Total			Traffic	Planting			
		Approx. Lot	Area	Area	Rooftop	Driveway	Parking	Areas	Lawns	<b>Ball Fields</b>	Total Load
Zone	<b>Building Coverage (%)</b>	Coverage (%)	(SF)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(Acres)	(lbs/year)
R-1A, R-1B, R-2, R-3	25	30	570636	13	3.25	0.65	0	3.25	5.85	0	2833

<sup>\*</sup>Toatl Load values from NPDES Stormwater Discharges From MS4 Pollutant Reduction Plan for Borough of Perkasie, as prepared by Gilmore & Associates, Inc. Dated September 2017

January 30, 2023



Hydro International 94 Hutchins Dr. Portland, ME 04102

RE: Stormwater Treatment Device Submittal 8<sup>th</sup> Street Commons
TMP # 33-005-438; 33-005-456 & 33-005-458-001
North Eighth Street and Market Street
Perkasie Borough, Bucks Count PA
PROJECT # 1414

Holmes Cunningham LLC 409 E. Butler Ave, Unit 5 Doylestown, PA 18901

Kristin R. Holmes, P.E.

XI APPROVED	☐ FURN	ISHED AS CORREC	ΓED
REJECTED	REVIS	E AND RESUBMIT	SUBMIT SPECIFIED ITEM
design concept of Contract Docume this review do no and specification assembly of which to be confirmed fabrication proces	f the project arents. Modificate trelieve contrals. Approval the item is a and correlated esses or to instruction; coonstruction; coonstructi	and general conforman titions or comments in actor from compliance of a specific item of a component. Contra- d at the jobsite; infor the means, methou ordination of the work	ance with the design concept of the ce with the information given in the nade on the shop drawings during with the requirements of the plans does not include approval of the ctor is responsible for: dimensions mation that pertains solely to the ds, techniques, sequences, and of all trades; and for performing all
	GILI	MORE & ASSOCIATE	S, INC.
Date 2/0	9/23	<sub>By</sub> Dougla	s C. Rossino, PE

This letter is from the team at Hydro International and Ferguson Waterworks regarding the shop drawing submittal on the referenced project. Hydro International's First Defense is being submitted as an equal to the specified Terre Kleen as shown on DRAINAGE & UTILITY PLAN site plan page 12 of 30 and detailed on page 24 of 30. Both units are approved for 50% TSS removal through the regional third-party agency NJCAT with reciprocity in Pennsylvania.

The table below displays the product Maximum Treatment Flow Rate from the regional third party testing agency NJCAT, and the maximum treatment flow rates.

Product	*MTFR from 3rd Party NJCAT	Peak Treatment
Terre Kleen TK 36	4.37 cfs	37.9 cfs
8' First Defense Optimum	7.23 cfs	50 cfs

<sup>\*</sup>Per Sizing Tables listed on following page

If we have assumed anything in error, we are available at the contact information below. Thank you for the time and the ability to serve mutual clients.

Regards.

Nick Burns, EIT

Mid Atlantic Regional Sales Manager

703.424.3340

nburns@hydro-int.com



Table 1. FD Optimum Model and MTFRs

FD Optimum Model	Manhole Diameter (ft)	MTFR (cfs)					
3-ft	3	1.02					
4-ft	4	1.81					
5-ft	5	2.83					
6-ft	6	4.07					
7-ft	7	5.53					
8-ft	8	7.23					
10-ft	10	11.33					

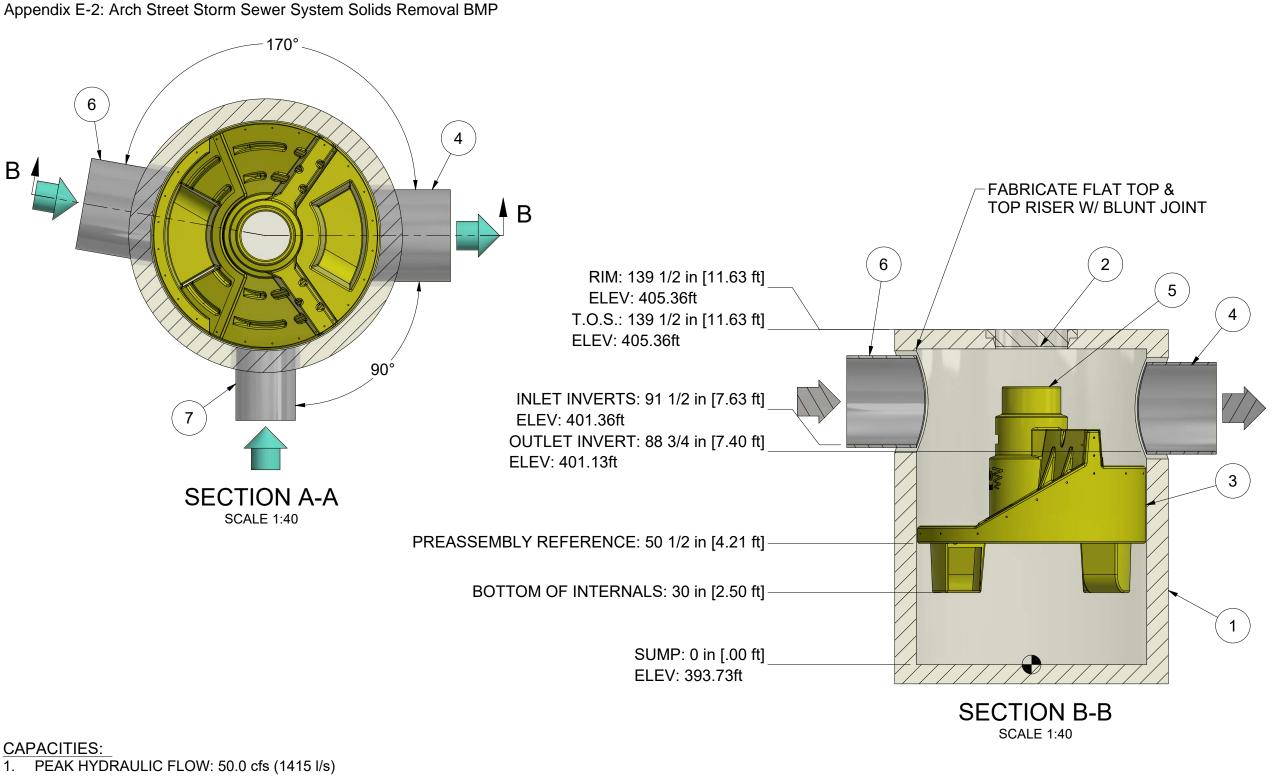
https://nj.gov/dep/stormwater/pdf/First\_Defense\_Optimum\_Vortex\_Certification\_20210719.pdf

Table 2. MTFR Terre Kleen

Tuk	JIC 2. IVITTIN TETTE	RICCII
Model	Inclined	MTFR <sup>1</sup>
	Plates	(cfs)
TK09	9	1.27
TK18	18	2.31
TK27	27	3.34
TK36	36	4.37
TK45	45	5.40
TK54	54	6.43
TK63	63	7.46

 $https://nj.gov/dep/stormwater/pdf/Terre\_Kleen-NJDEP\%20Certification\%202-17-2017.pdf$ 





#### PRODUCT SPECIFICATIONS:

- A. The treatment system shall use an induced vortex to separate pollutants from stormwater runoff.
- B. The treatment system shall fit within the limits of excavation (area and depth) as shown in the project plans and will not exceed the dimensions for the design flow rates specified herein.
- C. The treatment system shall convey the Peak On-line Flow Rates of up to 50 cfs without causing upstream surcharge conditions.
- D. The treatment system shall be capable of capturing and retaining fine silt and sand size particles.
- E. Unit shall conform to HS20-44 load ratings.

**PARTS LIST** ITEM QTY SIZE (in) **DESCRIPTION TYPE** 1 I.D. PRECAST MANHOLE 2 1 FRAME AND COVER (ROUND) 3 1 LEDGER SUPPORT **HDPE** 4 1 36 **OUTLET PIPE (BY OTHERS)** 5 1 **SEPARATION MODULE** INLET PIPE (BY OTHERS) 6 1 36 **HDPE** 24 INLET PIPE (BY OTHERS) **HDPE** 

- MANHOLE WALL AND SLAB THICKNESS ARE NOT TO SCALE.
- 2. CONTACT HYDRO INTERNATIONAL FOR A BOTTOM OF STRUCTURE ELEVATION PRIOR TO SETTING FIRST DEFENSE MANHOLE.
- . CONTRACTOR TO CONFIRM RIM, PIPE INVERTS, PIPE DIA. AND PIPE ORIENTATION PRIOR TO RELEASE OF UNIT TO FABRICATION.
- 4. CONTRACTOR IS RESPONSIBLE FOR MATERIALS AND LABOR TO BRING CASTINGS TO FINISHED GRADE
- 5. ACTUAL DEPTH OF STRUCTURE
  MAY VARY DEPENDING ON
  AVAILABLE PRECAST FORMS.
  CONTRACTOR TO MEASURE HEIGHT
  OF STRUCTURE TO ENSURE THAT
  DEPTH OF EXCAVATION IS CORRECT.
- 6. UNIT MUST BE INSTALLED ON A LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM OF 6" LEVEL ROCK BASE UNLESS SPECIFIED. CONTRACTOR IS RESPONSIBLE TO VERIFY BASE SPECIFICATIONS.
- 7. ALL PIPES SHALL BE SEALED
  WATERTIGHT WITH A NON-SHRINK
  GROUT OR BOOTS AND SHALL MEET
  OR EXCEED REGIONAL PIPE
  CONNECTION STANDARDS.

	REVISION HISTORY							
REV	BY	DESCRIPT	ION	DATE				
-	wcs	FIRST RELEASE	1/26/2023					
	PRC	JECTION						

## IF IN DOUBT ASK

DATE: 1/26/2023		SCALE: 1:40	
DRAWN BY: WCS	снеске <b>ЕКМ</b>	D BY:	APPROVED BY

Title 8-ft DIAMETER

FIRST DEFENSE OPTIMUM

FD-1 8TH STREET COMMONS - PERKASIE BOROUGH PERKASIE BOROUGH, PA

Patent: www.hydro-int.com/patents



hydro-int.com

©2023 HYDRO INTERNATIONAL

WEIGHT:

MATERIAL:

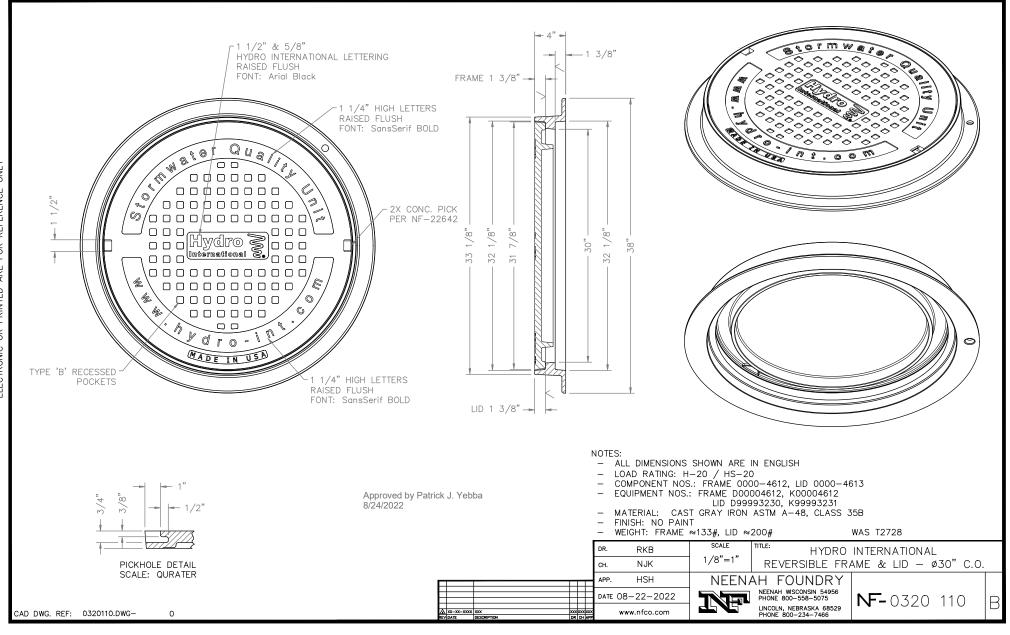
STOCK NUMBER:
1

DRAWING NO.:
22\_12\_3003-8ftFDO-1

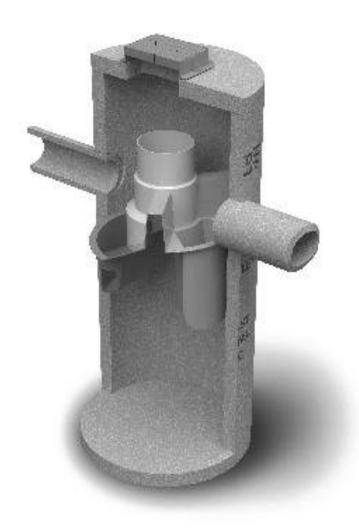
SHEET SIZE: SHEET:

Rev:

1 OF 1







Operation and Maintenance Manual

First Defense® High Capacity and First Defense® Optimum

Vortex Separator for Stormwater Treatment

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COPYRIGHT STATEMENT: The contents of this manual, including the graphics contained herein, are intended for the use of the recipient to whom the document and all associated information are directed. Hydro International plc owns the copyright of this document, which is supplied in confidence. It must not be used for any purpose other than that for which it is supplied and must not be reproduced, in whole or in part stored in a retrieval system or transmitted in any form or by any means without prior permission in writing from Hydro International plc. First Defense® is a trademarked hydrodynamic vortex separation device of Hydro International plc. A patent covering the First Defense® has been granted.

**DISCLAIMER:** Information and data contained in this manual is exclusively for the purpose of assisting in the operation and maintenance of Hydro International plc's First Defense<sup>®</sup>. No warranty is given nor can liability be accepted for use of this information for any other purpose. Hydro International plc has a policy of continuous product development and reserves the right to amend specifications without notice.

# I. First Defense® by Hydro International

## Introduction

The First Defense® is an enhanced vortex separator that combines an effective and economical stormwater treatment chamber with an integral peak flow bypass. It efficiently removes total suspended solids (TSS), trash and hydrocarbons from stormwater runoff without washing out previously captured pollutants. The First Defense® is available in several model configurations to accommodate a wide range of pipe sizes, peak flows and depth constraints.

The two product models described in this guide are the First Defense® High Capacity and the First Defense® Optimum; they are inspected and maintained identically.

#### Operation

The First Defense® operates on simple fluid hydraulics. It is self-activating, has no moving parts, no external power requirement and is fabricated with durable non-corrosive components. No manual procedures are required to operate the unit and maintenance is limited to monitoring accumulations of stored pollutants and periodic clean-outs. The First Defense® has been designed to allow for easy and safe access for inspection, monitoring and clean-out procedures. Neither entry into the unit nor removal of the internal components is necessary for maintenance, thus safety concerns related to confined-space-entry are avoided.

#### Pollutant Capture and Retention

The internal components of the First Defense® have been designed to optimize pollutant capture. Sediment is captured and retained in the base of the unit, while oil and floatables are stored on the water surface in the inner volume (Fig.1).

The pollutant storage volumes are isolated from the built-in bypass chamber to prevent washout during high-flow storm events. The sump of the First Defense® retains a standing water level between storm events. This ensures a quiescent flow regime at the onset of a storm, preventing resuspension and washout of pollutants captured during previous events.

Accessories such as oil absorbent pads are available for enhanced oil removal and storage. Due to the separation of the oil and floatable storage volume from the outlet, the potential for washout of stored pollutants between clean-outs is minimized.

#### **Applications**

- · Stormwater treatment at the point of entry into the drainage line
- Sites constrained by space, topography or drainage profiles with limited slope and depth of cover
- Retrofit installations where stormwater treatment is placed on or tied into an existing storm drain line
- Pretreatment for filters, infiltration and storage

#### Advantages

- · Inlet options include surface grate or multiple inlet pipes
- Integral high capacity bypass conveys large peak flows without the need for "offline" arrangements using separate junction manholes
- Long flow path through the device ensures a long residence time within the treatment chamber, enhancing pollutant settling
- · Delivered to site pre-assembled and ready for installation

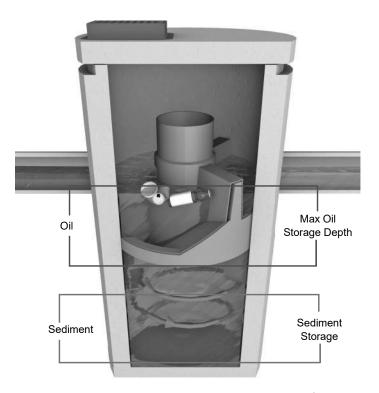


Fig.1 Pollutant storage volumes in the First Defense®.

# II. Model Sizes & Configurations

The First Defense® inlet and internal bypass arrangements are available in several model sizes and configurations. The components have modified geometries allowing greater design flexibility to accommodate various site constraints.

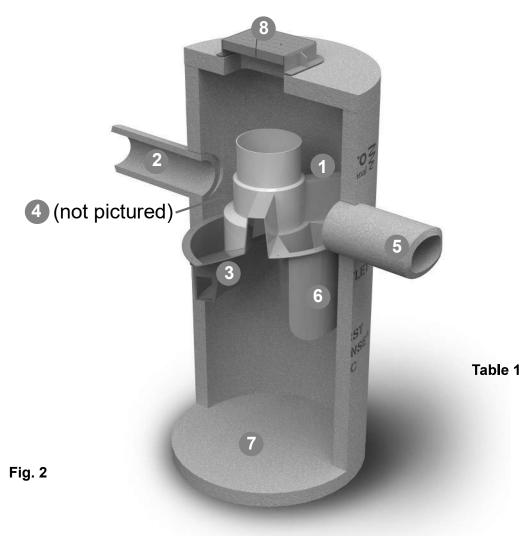
All First Defense® models include the internal components that are designed to remove and retain total suspended solids (TSS), gross solids, floatable trash and hydrocarbons (Fig.2). First Defense® model sizes (diameter) are shown in Table 1.

## III. Maintenance

## First Defense® Components

- 1. Built-In Bypass
- 2. Inlet Pipe
- 3. Inlet Chute

- 4. Floatables Draw-off Port
- 5. Outlet Pipe
- 6. Floatables Storage
- 7. Sediment Storage
- 8. Inlet Grate or Cover



First Defense® Model Sizes
(ft / m) diameter
3 / 0.9
4 / 1.2
5 / 1.5
6 / 1.8
7 / 2.1
8 / 2.4
10 / 3.0

#### Overview

The First Defense® protects the environment by removing a wide range of pollutants from stormwater runoff. Periodic removal of these captured pollutants is essential to the continuous, long-term functioning of the First Defense®. The First Defense® will capture and retain sediment and oil until the sediment and oil storage volumes are full to capacity. When sediment and oil storage capacities are reached, the First Defense® will no longer be able to store removed sediment and oil.

The First Defense® allows for easy and safe inspection, monitoring and clean-out procedures. A commercially or municipally owned sump-vac is used to remove captured sediment and floatables. Access ports are located in the top of the manhole.

Maintenance events may include Inspection, Oil & Floatables Removal, and Sediment Removal. Maintenance events do not require entry into the First Defense®, nor do they require the internal components of the First Defense® to be removed. In the case of inspection and floatables removal, a vactor truck is not required. However, a vactor truck is required if the maintenance event is to include oil removal and/or sediment removal.

#### Maintenance Equipment Considerations

The internal components of the First Defense® have a centrally located circular shaft through which the sediment storage sump can be accessed with a sump vac hose. The open diameter of this access shaft is 15 inches in diameter (Fig.3). Therefore, the nozzle fitting of any vactor hose used for maintenance should be less than 15 inches in diameter.

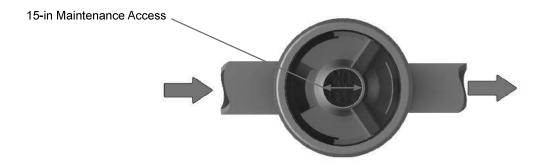


Fig.3 The central opening to the sump of the First Defense®is 15 inches in diameter.

#### **Determining Your Maintenance Schedule**

The frequency of clean out is determined in the field after installation. During the first year of operation, the unit should be inspected every six months to determine the rate of sediment and floatables accumulation. A simple probe such as a Sludge-Judge® can be used to determine the level of accumulated solids stored in the sump. This information can be recorded in the maintenance log (see page 9) to establish a routine maintenance schedule.

The vactor procedure, including both sediment and oil / flotables removal, for First Defense® typically takes less than 30 minutes and removes a combined water/oil volume of about 765 gallons.

#### Inspection Procedures

- Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
- 2. Remove the grate or lid to the manhole.
- Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities. Fig.4 shows the standing water level that should be observed.
- 4. Without entering the vessel, use the pole with the skimmer net to remove floatables and loose debris from the components and water surface.
- Using a sediment probe such as a Sludge Judge<sup>®</sup>, measure the depth of sediment that has collected in the sump of the vessel.
- 6. On the Maintenance Log (see page 9), record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components or blockages.
- 7. Securely replace the grate or lid.
- 8. Take down safety equipment.
- **9.** Notify Hydro International of any irregularities noted during inspection.

#### Floatables and Sediment Clean Out

Floatables clean out is typically done in conjunction with sediment removal. A commercially or municipally owned sumpvac is used to remove captured sediment and floatables (Fig.4).

Floatables and loose debris can also be netted with a skimmer and pole. The access port located at the top of the manhole provides unobstructed access for a vactor hose to be lowered to the base of the sump.

#### Scheduling

- Floatables and sump clean out are typically conducted once a year during any season.
- Floatables and sump clean out should occur as soon as possible following a spill in the contributing drainage area.

#### First Defense® Operation and Maintenance Manual



Fig.4 Floatables are removed with a vactor hose

#### Recommended Equipment

- · Safety Equipment (traffic cones, etc)
- · Crow bar or other tool to remove grate or lid
- Pole with skimmer or net (if only floatables are being removed)
- Sediment probe (such as a Sludge Judge®)
- Vactor truck (flexible hose recommended)
- First Defense® Maintenance Log

#### Floatables and Sediment Clean Out Procedures

- Set up any necessary safety equipment around the access port or grate of the First Defense® as stipulated by local ordinances. Safety equipment should notify passing pedestrian and road traffic that work is being done.
- 2. Remove the grate or lid to the manhole.
- 3. Without entering the vessel, look down into the chamber to inspect the inside. Make note of any irregularities.
- Remove oil and floatables stored on the surface of the water with the vactor hose or with the skimmer or net
- Using a sediment probe such as a Sludge Judge<sup>®</sup>, measure the depth of sediment that has collected in the sump of the vessel and record it in the Maintenance Log (page 9).
- 6. Once all floatables have been removed, drop the vactor hose to the base of the sump. Vactor out the sediment and gross debris off the sump floor
- 7. Retract the vactor hose from the vessel.
- 8. On the Maintenance Log provided by Hydro International, record the date, unit location, estimated volume of floatables and gross debris removed, and the depth of sediment measured. Also note any apparent irregularities such as damaged components, blockages, or irregularly high or low water levels.
- 9. Securely replace the grate or lid.

# Maintenance at a Glance

Inspection	- Regularly during first year of installation - Every 6 months after the first year of installation
Oil and Floatables Removal	<ul><li>Once per year, with sediment removal</li><li>Following a spill in the drainage area</li></ul>
Sediment Removal	<ul><li>Once per year or as needed</li><li>Following a spill in the drainage area</li></ul>

NOTE: For most clean outs the entire volume of liquid does not need to be removed from the manhole. Only remove the first few inches of oils and floatables from the water surface to reduce the total volume of liquid removed during a clean out.



# First Defense® Installation Log

HYDRO INTERNATIONAL REFERENCE NUMBER:				
SITE NAME:				
SITE LOCATION:				
OWNER:	CONTRACTOR:			
CONTACT NAME:	CONTACT NAME:			
COMPANY NAME:	COMPANY NAME:			
ADDRESS:	ADDRESS:			
TELEPHONE:	TELEPHONE:			
FAX:	FAX:			

INSTALLATION DATE: / /

MODEL SIZE (CIRCLE ONE): [3-FT] [4-FT] [5-FT] [6-FT] [7-FT] [8-FT] [10-FT]

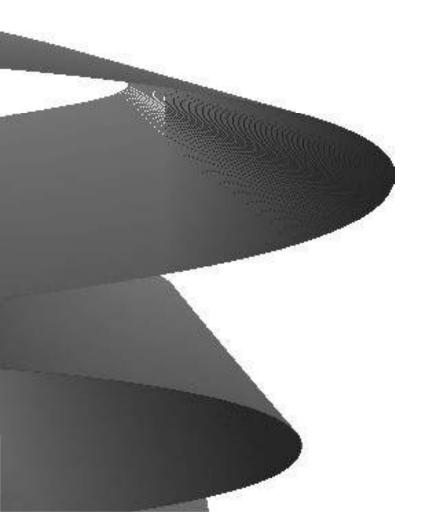
INLET (CIRCLE ALL THAT APPLY): GRATED INLET (CATCH BASIN) INLET PIPE (FLOW THROUGH)



# First Defense® Inspection and Maintenance Log

Date	Initials	Depth of Floatables and Oils	Sediment Depth Measured	Volume of Sediment Removed	Site Activity and Comments





# Stormwater Solutions

94 Hutchins Drive Portland, ME 04102

Tel: (207) 756-6200

Fax: (207) 756-6212

stormwater in quiry @hydro-int.com

www.hydro-int.com

Turning Water Around...®

Appendix E-2: Arch Street Storm Sewer System Solids Removal BMP



## PADEP WORKSHEETS 11, 12, 13

## Worksheet 11: BMPs for Pollution Prevention

See: pg. 7, Section D, #4 for BMP descriptions

RC + VC + WQ

**Terre Box: Retention** 

**Detention** 

**Underground Detention** 

**Terre Arch: Subsurface Infiltration Bed** 

**Infiltration Basin** 

WQ

**Terre Kleen: Oil/Grit Separator** 

**Terre Bio Retention Garden** 

**Terre Urban Protector** 

Worksheet 12: WQ Analysis: Pollutant Loading

Worksheet 13: BMP Pollutant Reduction

**Terre Box: RC-VC** 

Terre Arch: RC-VC-WQ: (TSS-TP-Metals)

Terre Kleen: WQ: Oil, Grease, Trash, Vegetation: (95%)

Nitrogen (50%): via captured vegetation

Phosphorus (50%): attached to TSS + captured vegetation

Metals (50%): attached to TSS

TSS: (80%) net weighted annual removal

Terre Bio Retention Garden (Tree Filter): WQ:

Phosphorus: 73.74%

**Nitrogen:** 68.43%

Metals: 81.83%

TSS: 85.43%



## SECTION

## SPECIFICATION FOR TERRE KLEEN™ HYDRODYNAMIC SEPARATOR US Patent No. US 6,676,832 B2 BY

TERRE HILL STORMWATER SYSTEMS, Division of Terre Hill Concrete products
485 WEAVERLAND VALLEY ROAD
TERRE HILL, PA 17581

TEL.: (717) 445-3100 FAX: (717) 445-0242. www.terrestorm.com

Verify latest version of specifications

#### **PART 1-GENERAL**

#### 1.1 DESCRIPTION

A. This work shall consist of manufacturing, delivering to the job site and installing a Terre Kleen™ (US Patent No. US 6,676,832 B2); an inclined plate cell hydrodynamic separator (containing the specified number of inclined plates for each unit) at each location as shown on the contract plans. The unit shall treat all stormwater without loss of floatable matter, such as trash, debris, litter and oil and grease captured in the oil booms; there shall be no scour of settled sediment from the baffled sediment hopper located under the inclined plates in the grit chamber. External by-pass structures are not allowed. Each unit has a primary chamber and grit chamber. The primary chamber separates oil, grease and floatable debris contained in a fully baffled area to prevent loss or resuspension of captured oil, grease, and floatable trash and debris including captured sediment. This chamber is followed by an inclined plate sedimentation unit placed above a protected sediment collection hopper in a grit chamber into which the stormwater flows after passing through a nutrient screen in the divider wall between the two chambers. The grit chamber hopper shall contain a sediment sludge stainless steel spray assembly located in the grit chamber to facilitate clean out and maintenance of the unit that shall be pressurized with water causing dislodging

- of the settled sludge below the inclined plate settler for drainage towards the vacuum suction points.
- **B.** The unit shall contain an internal flow through duct located between the primary chamber and the grit chamber. Flows in excess of the design flow shall pass through the unit through the internal flow through duct.
- C. This product is produced by Terre Hill Concrete Products under the name "Terre Kleen™". All rights are reserved.(US Patent No. 6,676,832 B2)
- D. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate separator shall operate based on the hydrostatic pressure differential between the inlet and outlet pipe. The flow is split in proportion to the number of inclined plate cells. The cells treat the water in parallel and combine the flow at the overflow weir. The inclined plate cell surfaces facilitate sliding of the sediment to the hopper below where it is protected from scour from subsequent flows. The design of the device shall prevent loss of captured pollutants including oil, grease, trash, debris, and sediment through scouring or other causes during all flows and conditions. The nutrient screen shall be positioned to allow passage of all flows without allowing loss of captured pollutants.
- **E.** The internal flow through duct provides additional flow area in addition to the inclined plate cells. All flows pass through the primary chamber so as to capture oil grease and floatable trash and debris and to allow by-pass of the excess flows only in the internal flow through duct while requiring design flows to continue to be treated in both the primary and the sedimentation grit chamber. The internal by-pass shall not allow loss of any captured pollutants during excess flows.
- **F.** Both the primary and the grit chambers shall be accessible through removable covers at grade for the removal of floatable material, water and the settled solids and floating particulates using a standard vacuum truck. No confined space entry shall be required for removal of captured pollutants.
- **G.** The grit chamber hopper shall contain a sediment sludge stainless steel spray assembly located in the grit chamber to facilitate clean out and maintenance of the unit that shall be pressurized with water causing dislodging of the settled sludge below the inclined plate settler for drainage towards the vacuum suction points.
- **H.** Captured sediment storage shall be not less than 0.7 Ft³/Ft² of settling area in the Terre Kleen.

I. Oil Storage shall be not less than 1.5 gallons/Ft<sup>2</sup> in the in the **Terre** Kleen™ (US Patent No. US 6,676,832 B2)

#### 1.2 SUBMITTALS

- **A.** Shop drawings shall be submitted as described in Division 1 General Requirements.
- B. Certifications by a Professional Engineer licensed in the state of installation shall be submitted that the Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator structure conforms to the standards listed in this Specification.

#### 1.3 REFERENCES

- A. ASTM International ( ASTM ):
  - A-48 Specification for Gray Iron Castings
  - C-32 Specification for Sewer and Manhole Brick
  - C-270 Specification for Mortar for Unit Masonry
  - C-478 Specification for Precast Reinforced Concrete Manhole Sections
  - C-913 Standard Specification for Precast Concrete Water and Wastewater Structures
  - US Patent No. US 6676832 B2; Surface water purifying catch basin.
- **B.** Federal Specifications (FS):
  - FS-SS-S-210 Sealing Compound, Preformed Plastic for Expansion Joints and Pipe Joints

#### 1.4 MANUFACTURERS

- **A.** The products furnished by named manufacturers are specified as a standard of quality and performance.
- **B.** The manufacture of the concrete structure shall be performed at a precast production facility certified by the National Precast Concrete Association (NPCA).

C. The manufacturer of the Terre Kleen™ (US Patent No. US 6,676,832 B2) shall be licensed to produce and or sell the entire device or any components thereof by Terre Hill Concrete Products of Terre Hill Pennsylvania 717-445-3100.

## **PART 2- PRODUCTS**

## 2.1 MATERIALS AND DESIGN

- **A.** The reinforced concrete vault structure shall be designed for HS-25 traffic loading, and existing soil pressure, ground water pressure and buoyancy. The materials and structural design shall be per ASTM C-478 and ASTM C-913. The concrete shall have a minimum compressive strength of 5000 psi.
- **B.** The access cover shall be designed for HS-25 traffic loading and shall provide a minimum of 27 1/2 inches clear opening. Manhole frame and cover shall be East Jordan or Quirin manufactured from gray iron conforming to ASTM A-48 Class 35B. The cover shall contain the words "Stormwater Treatment System" and the Terre Kleen™ logo as approved by Terre Hill Concrete Products.
- **C.** Butyl mastic sealant for joints shall conform to ASTM C-990 and Federal Specifications (FSFS-SS-S-210 Sealing Compound, Preformed Plastic for Expansion Joints and Pipe Joints
- **D.** Pipe openings shall be sized to accept pipes of the specified sizes and shall be sealed with hydraulic cement conforming to ASTM C-595M.
- **E.** The metal components of the inclined cell separator, baffle wall Aluminum Alloy 5052 (UNS # A95052) or equal.
- **F.** The hinge pins of the inclined cell separator shall be manufactured from stainless steel AISI Type 304L (UNS # S30403).
- **G.** All fasteners used in combination or connecting the inclined cell separator to the concrete structure shall be made from stainless steel AISI 316 (UNS # 31600) and the threads shall be properly lubricated with Permatex anti-seize Item 80078 lubricant or equal. All surfaces of aluminum components that are to be embedded or in contact with fresh, unhydrated concrete shall be coated with

Koppers Bitumastic 300M.

**H.** Per 57 Ft<sup>2</sup> of sedimentation area, four (4) Ø 2 ¼" x 12" long sorbent booms with an absorption capacity of ¼ gallon per lineal foot shall be placed in the primary chamber for the absorption of gasoline; diesel fuel, lube oil, jet fuel, transformer oils, chlorinated solvents, aromatic solvents, hydraulic oils, light crude. The sorbent boom or Rubberizer® boom shall be manufactured by Haz-Mat Response Technologies Inc. or approved equal.

## 2.2 PERFORMANCE

- **A.** The inlet pipe shall discharge the storm water into the primary chamber. In the primary chamber, the separator shall facilitate the floatation of liquids and particles lighter than the density of water. Floatable solids, greater than 19mm [3/4"], and liquids shall be retained in the primary chamber, and shall not be subject to loss through re-suspension or any other cause. Emulsified oils are not captured and are not part of the floatable mass.
- **B.** The heavy fraction of the solids shall settle in the bottom of the primary chamber.
- **C.** Particles in the range of 50 to 500 micro meters (μM) kept in suspension due to turbulence in the primary chamber shall pass through a nutrient screen with a maximum screen opening of 16mm x 16mm [5/8"x 5/8"] and enter the grit chamber (sediment grit chamber) through a parallelogram port at the bottom of the inclined cell walls. This opening shall be approximately midelevation between the inlet pipe invert and the vault invert.
- **D.** The solids and water between the inclined cell plate walls shall travel in an inclined direction toward the overflow weir at the top of the inclined plate cell. During this process, the solids shall settle and slide down towards the bottom of each plate cell and drop into the receiving hopper of the sedimentation grit chamber. The water shall discharge at the top of the cell, pass across a V-notch weir and cascade onto a baffle plate and drain to the effluent outlet pipe.
- **E.** The particles that shall be removed in the grit chamber shall be silt, fine sand, and sand. The typical density of these particles is

2400 kg/M $^3$  [150lbs/ft $^3$ ], and their size between 2 microns and 1000 microns with a d $_{50}$ = 70 Micron. The projected sedimentation surface area of the grit chamber shall be the cumulative horizontal projection of the sedimentation cell-floors that make up the sedimentation grit chamber. The total projected sedimentation surface area of the sedimentation cells, contained within the total structure footprint shall not be less than as follows:

<u>Model</u>	<u>Structure</u>	Size	Sedimentation Surface Area
1. Terre Kleen 09 2. Terre Kleen 18 3. Terre Kleen 27 4. Terre Kleen 36 5. Terre Kleen 45 6. Terre Kleen 54	4'6" x 7'0" 6'6" x 7'0" 8'6" x 7'0" 10'6" x 7'0" 12'6" x 7'0" 14'6" x 7'0"	(31.50 ft <sup>2</sup> ) (45.50 ft <sup>2</sup> ) (59.50 ft <sup>2</sup> ) (73.50 ft <sup>2</sup> ) (87.50 ft <sup>2</sup> )	57 ft <sup>2</sup> ) 115 ft <sup>2</sup> ) 172 ft <sup>2</sup> ) 230 ft <sup>2</sup> ) 288 ft <sup>2</sup>
7. Terre Kleen 63	16'6" x 7'0"	(115.50 ft <sup>2</sup> )	403 ft <sup>2</sup>

F. The design flow in M³/sec [GPM or CFS] for each Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality treatment device shall be as noted on the drawings.

#### PART 3-INSTALLATION

#### 3.1 INCLINED PLATE SEPARATOR FABRICATION

- A. Fabrication of the Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality device shall be in strict accordance with the design.
- B. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator water quality device shall be provided with mounting brackets for installation into the precast concrete structure with stainless steel mounting anchors.
- C. The Terre Kleen™ (US Patent No. US 6,676,832 B2) inclined plate hydrodynamic separator shall be provided with a flow channel on the effluent side of the settler and a clean-out opening next to the channel.

- **D.** The nutrient screen shall be placed as an extension of the baffle wall at the entrance to the parallelogram port in the divider wall.
- **E.** Certified welders experienced in the welding of specified thin metals shall place all welds.
- **F.** The fabricator shall remove shop soils, discoloration, and welding slag.

#### 3.2 PRECAST CONCRETE STRUCTURE

- A. The utility contractor installing the precast concrete structure shall be responsible installing the structure so as to stop the infiltration or loss of water into or out of the precast concrete structure.
- B. The precast concrete structure shall be installed level and plumb at the specified elevation shown on the signed, approved plans, on a compacted stone sub base 150mm [6"] thick.
- C Excavation and backfill shall be as specified in the signed, approved plans.

#### 3.3 MANUFACTURER INSTALLATION TECHNICAL ASSISTANCE

At the time and place of installation of any Terre Kleen™ (US Patent No. US 6,676,832 B2) the manufacturer, Terre Hill Concrete Products will provide a Product Liaison on site to offer technical assistance to the installation contractor to assure proper installation of the Terre Kleen™ (US Patent No. US 6,676,832 B2) in accordance with the signed, approved plans.

#### 3.4 OPERATION AND MAINTENANCE

A The maintenance of the Terre Kleen™ (US Patent No. US 6,676,832 B2) is the responsibility of the Owner. Each site has unique site conditions. It is the responsibility of the Owner to establish a schedule according to the conditions of the specific Terre Kleen™ (US Patent No. US 6,676,832 B2) location. Failure to clean the sediment from the Terre Kleen™ (US Patent No. US 6,676,832 B2) and to replace oil absorption booms will cause the

Terre Kleen™ (US Patent No. US 6,676,832 B2) to not maintain its design performance capabilities. It is strongly recommended that the Owner follow the prescribe maintenance specifications and procedures published by Terre Hill Concrete Products and copy thereof given to the installation contractor for delivery to the Owner.(A copy of the Maintenance Procedures are attached hereto and made a part hereof.)

#### PART <u>4 Maintenance Procedures for Terre Kleen™</u>

#### 4.1 General

A Inspection and maintenance must be performed on a regular basis, All captured pollutants must be removed from the Terre Kleen™ (US Patent No. US 6,676,832 B2). During the first year after installation inspections should be performed every three (3) months to determine the type and amount of pollutants in the Terre Kleen™ (US Patent No. US 6,676,832 B2). Site conditions and weather will influence the rate of pollutant capture. A schedule of regular maintenance can then be established based upon the quarterly inspections.

#### 4.2 Pollutant Removal

A Access to both the primary and grit chambers is provided by manhole openings. The gross pollutants such as litter and the oil absorption booms should be removed first. A vacuum truck or similar equipment is then utilized to remove the water and the sediment. Disposal of all of the removed pollutants should be properly documented in accordance with all applicable regulations. Removal may be done anytime after a rain event.

At all times keep sparks and flames away from the **Terre Kleen™** (**US Patent No. US 6,676,832 B2)** as it may contain flammable material.

The Terre Kleen™ (US Patent No. US 6,676,832 B2) is designed for inspection and cleaning from grade. If "confined entry" is desired, trained and certified personnel using OSHA regulation equipment is required.

Manhole covers and inlet grates must be put back securely to the frames after inspection or maintenance.

#### 4.3 Documentation

**A** Proper documentation should include:

- a) dates and results of each inspection;
- b) proposed and installed repairs, renovations, improvements;
- c) type and amount of captured pollutants;
- d) disposal of pollutants;
- e) preparation and submittal of reports;
- f) document nutrient and sediment trading credits.

#### 4.4 Measurement

A carefully lowered stadia rod or similar instrument may be used to determine amount of captured sediment. The sludge dispersion manifold can assist in the removal of sediment. Manifold pipes mounted to the floor of the grit chamber connect to a hose that leads to the grade level manhole. The hose is pressurized by the vacuum truck's spray nozzle. The pressurized manifold sprays water through small horizontal holes in the manifold pipes, which liquefies and disperses the sludge blanket for removal by the suction nozzle.

#### **5.0 Additional Requirements**

- **A**. Unit fabrication and field installation shall be in accordance with manufacturer's requirements unless directed otherwise by the county Engineer.
- **B.** The units that are located in the street or highway right of way shall be able to support a HS-25 loading without structural failure. Load carrying ability of the unit shall be verified by signed and sealed calculations prepared by an engineered licensed in New Jersey. Calculations shall be submitted for review and approved with the appropriate shop drawings for each unit.
- **C.** Each unit must meet the dimensional limitations and requirements shown on the plans including but not limited to limit of disturbance, cover to finished grade, invert-in and invert-out.
- **D.** Units must be able to accept inlet castings as wellas manhole rim and cover without any loss of performance of the unit.
- **E.** It is anticipated that the units will be installed in areas of high ground water. In addition to the dewatering operations described elsewhere, the Contractor shall provide buoyancy calculations indicating a safety factor of two (2) against flotation. Buoyancy calculations shall be performed for the situation that the dewatering operation has failed and the unit has not been backfilled as of yet. Calculations shall be prepared and signed and sealed by an Engineer licensed in New Jersey.
  - F. In areas of high ground water, compacted one inch (1") diameter

**G.** The Contractor shall submit for approval, shop drawings for the units and any pipe coupling device that may be used.

#### **6.0 LIMITED WARRANTY**

Terre Hill Stormwater Systems provides the following Express Written Limited Warranty in lieu of any other warranty, whether oral, written, express, or implied. (the Warranty). All other warranties, representations, remedies, guarantees claims, or legal or equitable causes of action, in contract, tort or otherwise; including the Implied Warranties of Merchantability and Fitness for a Particular Purpose are excluded.

- This Warranty applies solely to the Terre Kleen™ (US Patent No. US 6,676,832 B2) products manufactured by Terre Hill Stormwater Systems and sold to the original purchaser (the Purchaser)
- 2. The structural integrity of the Terre Kleen™ (US Patent No. US 6,676,832 B2); when installed in accordance with Terre Hill Stormwater System's written installation specifications, and in accordance with site conditions, requirements of all laws and regulations, are warranted to the Purchaser against defective materials and workmanship for four (4) years from the date of installation.
- 3. Terre Hill Stormwater Systems agrees to provide the labor and material to remove the installed Terre Kleen™ (US Patent No. US 6,676,832 B2) and reinstall the Terre Kleen™ (US Patent No. US 6,676,832 B2), upon satisfactory proof of a breach of this Warranty.
- 4. Excluded from Warranty are claims resulting from or caused by damage; alteration; accident; misuse; abuse involving the Terre Kleen™ (US Patent No. US 6,676,832 B2), or negligence of the Purchaser or any third party. to the Terre Kleen™ (US Patent No. US 6,676,832 B2)
- 5. Terre Hill Stormwater Systems sole liability to the Purchaser shall be as expressly set forth in this Warranty, whether the claim is based upon contract, tort, equity or any other legal or equitable theory.
- 6. Under no circumstances shall Terre Hill Stormwater Systems be

liable to Purchaser or any third party for product liability claims; or the cost of goods or services related to the purchase or installation of the Terre Kleen™ (US Patent No. US 6,676,832 B2).

The Warranty is contingent upon verification of installation in strict accordance with the Terre Hill Stormwater Systems specifications, and use of the product strictly for the application specified. The construction plans for installation of the product shall be approved in writing by Terre Hill Stormwater Systems, and the construction installation plans shall be sealed by a professional engineer, licensed to perform civil engineering in the jurisdiction wherein the product will be installed.

All conditions for product usage as specified by Terre Hill Stormwater Systems must be satisfied in order for any of the terms of the Warranty to be valid, in full or in part.

The Warranty guarantees that any product of the Terre Hill Stormwater System will equal or exceed the Terre Hill Stormwater System written performance claim for stormwater treatment.

This Warranty of Terre Hill Stormwater Systems does not extend to incidental, consequential, special, or indirect claims, expenses or damages. Terre Hill Stormwater Systems shall not be liable for penalties or liquidated damages, including loss of profits or production and overhead costs; or other loss or expense incurred by the Purchaser or any third party.

The Warranty is limited to those claims filed in writing with Terre Hill Stormwater Systems, a Division of Terre Hill Concrete Products on or before four (4) years from the date of substantial completion of installation. The written claim shall specify and describe the alleged defect upon which the breach of Warranty is claimed in reasonable detail.

The Warranty with all of its obligations, rights and limitations and protections shall apply to Terre Hill Concrete Products.

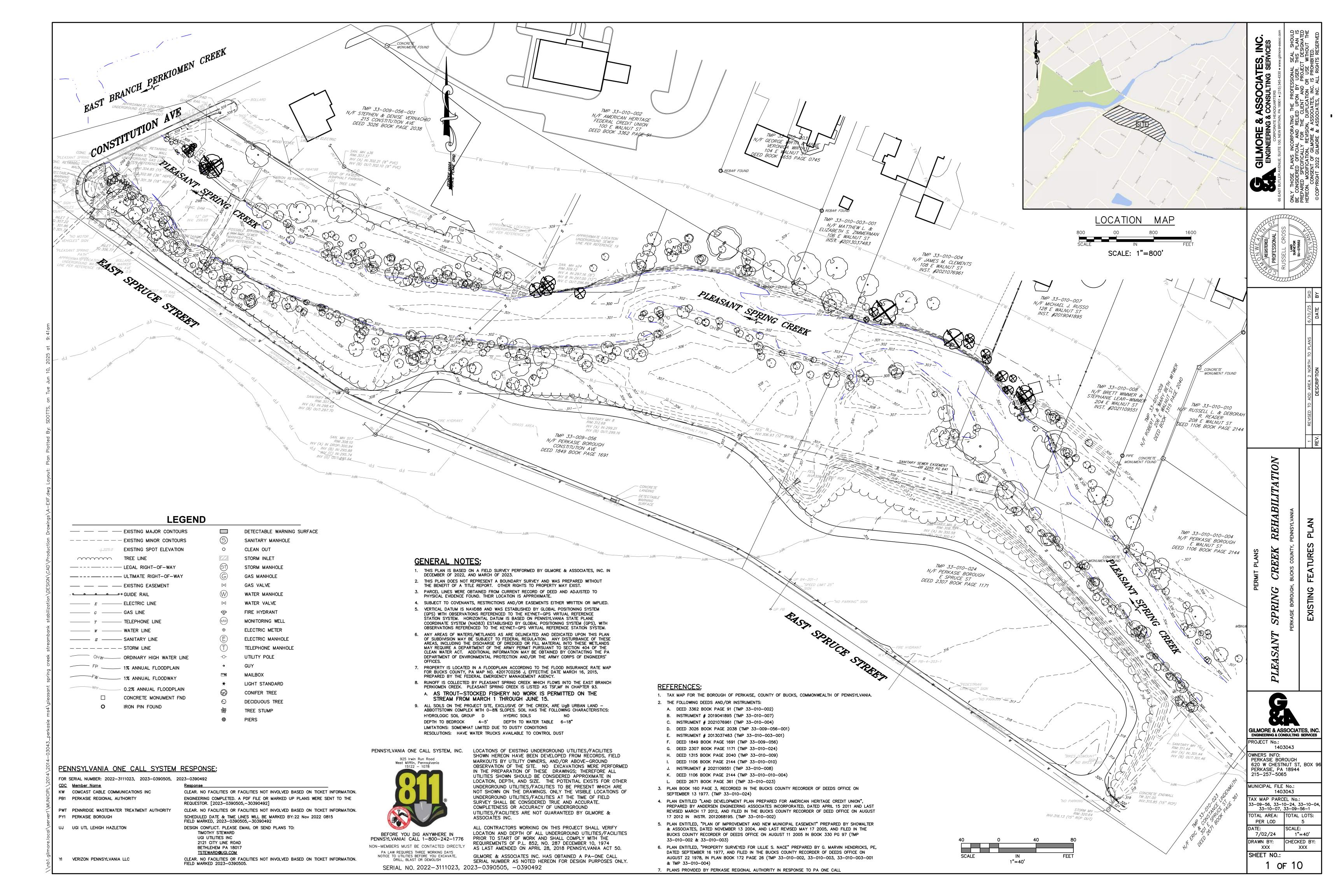
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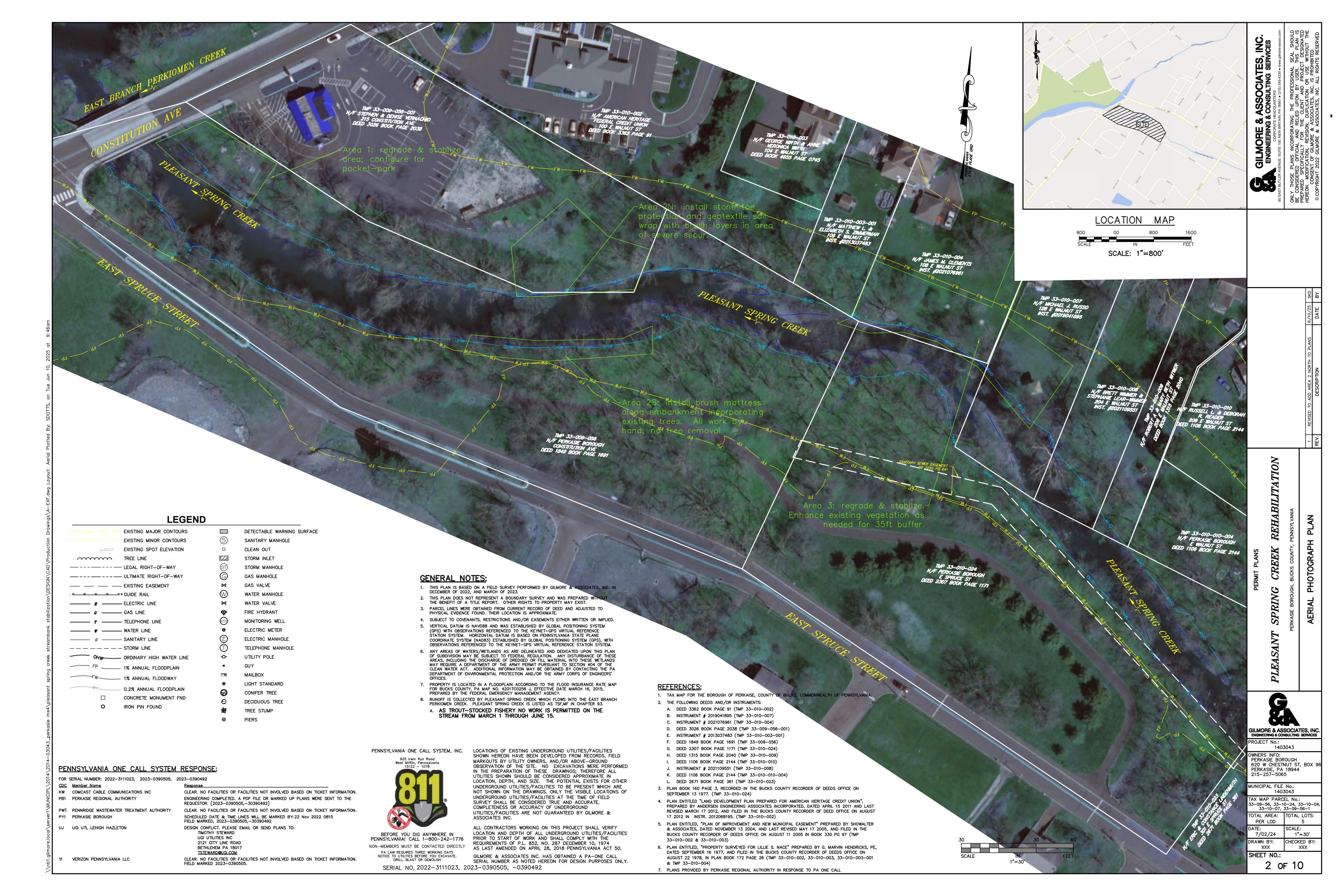
**TK Specs dated 09.26.12** 

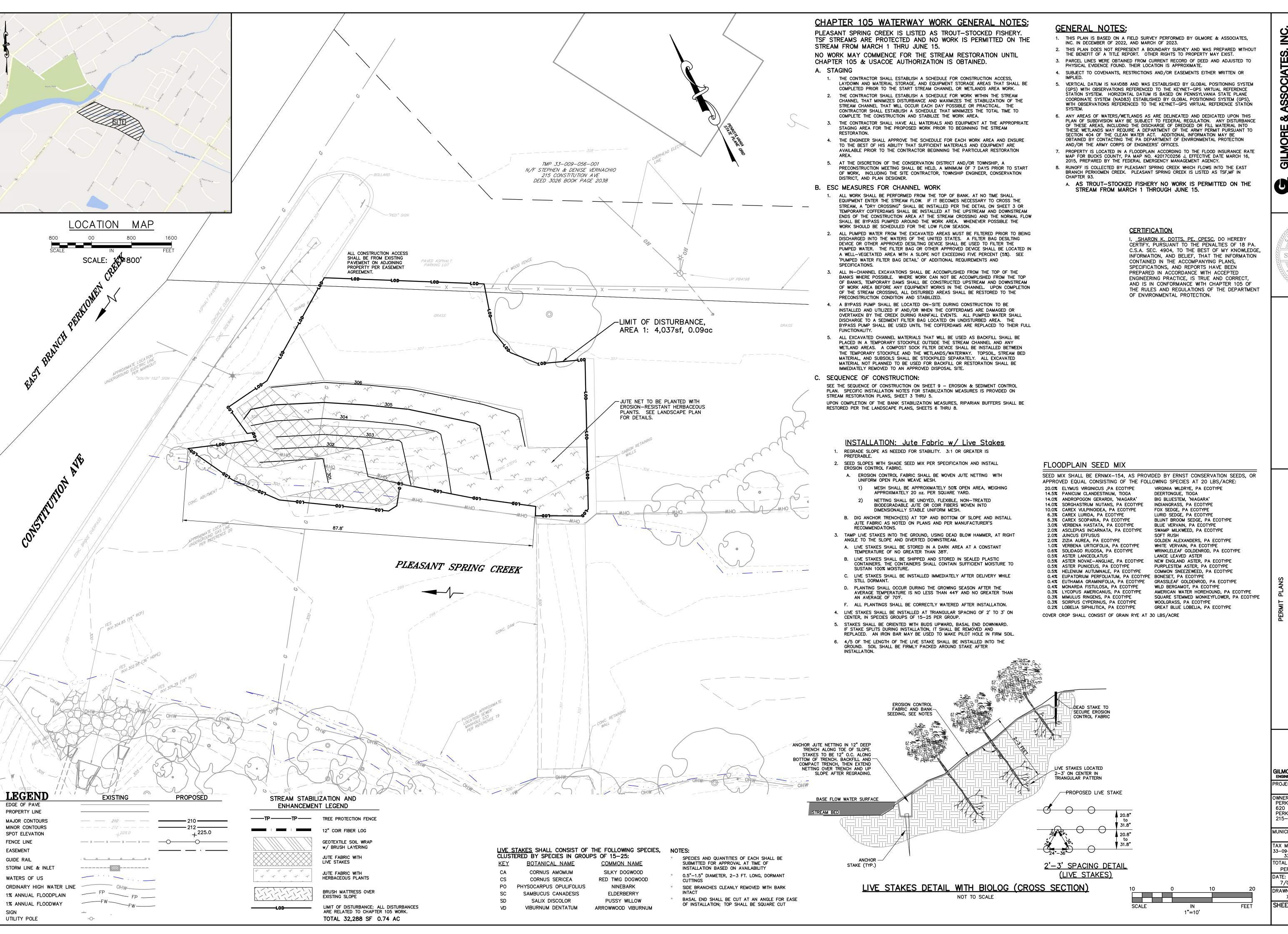
## Appendix F

## **Streambank Restoration**

Appendix F-1: Pleasant Spring Creek Streambank Stabilization Plans







SHRA ONWEAL PROFESSIONAL Sharon K. Dotts ENGINEER PE-045420-E

GILMORE & ASSOCIATES, INC ENGINEERING & CONSULTING SERVICES

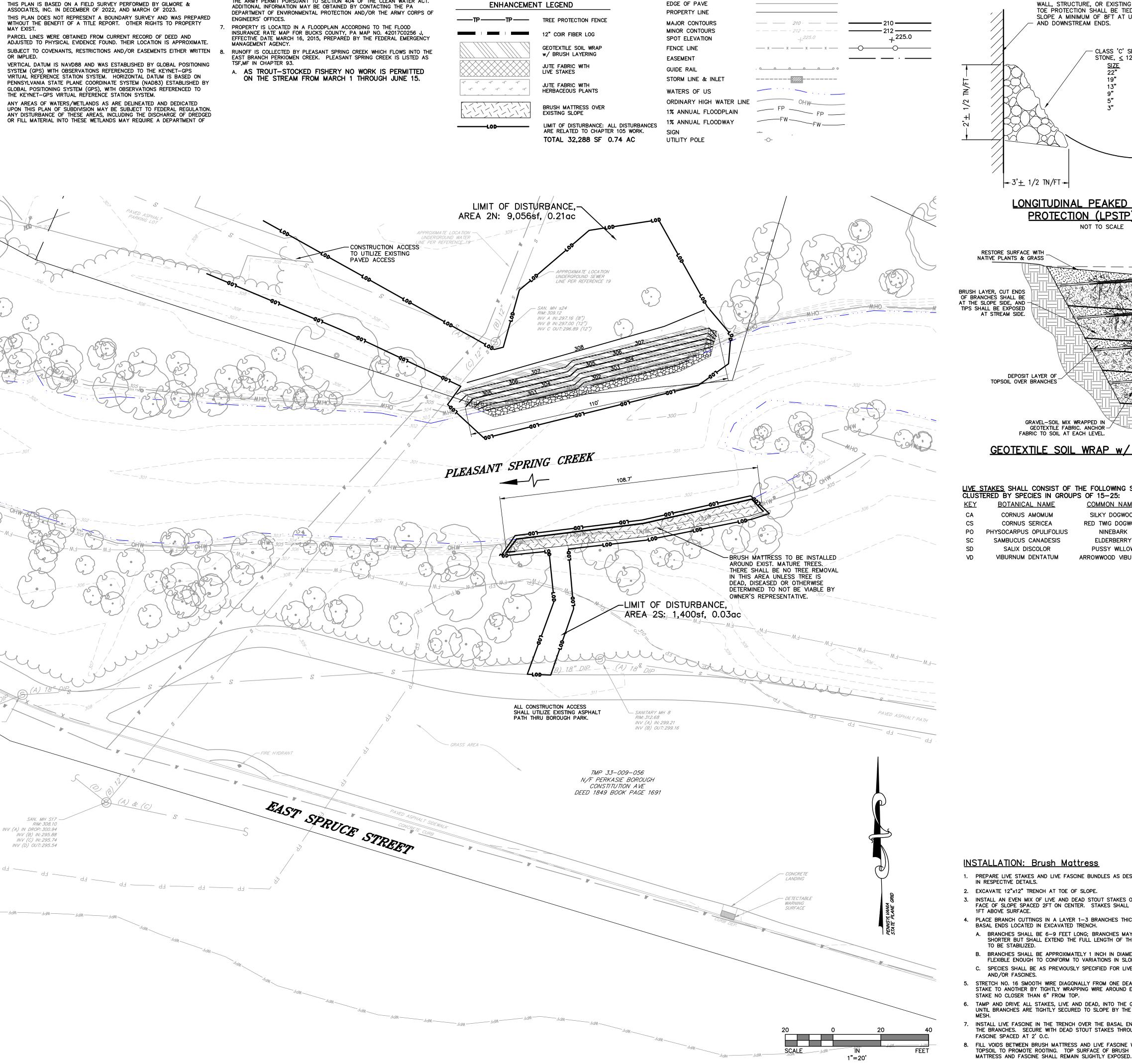
1403043

WNERS INFO: PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 9 PERKASIE, PA 18944 215-257-5065

MUNICIPAL FILE No .: 1403043 AX MAP PARCEL No .: 33-09-56, 33-10-24, 33-10-0 33-10-07, 33-09-56-1

OTAL AREA: TOTAL LOTS: PER LOD 7/02/24 1"=10' CHECKED BY: XXX XXX

SHEET NO.: 3 of 10



STREAM STABILIZATION AND

THE ARMY PERMIT PURSUANT TO SECTION 404 OF THE CLEAN WATER ACT.

**LEGEND** 

**EXISTING** 

PROPOSED

**GENERAL NOTES:** 

# **INSTALLATION:**

- 1. PERFORM WORK DURING PERIODS OF LOW WATER OR ISOLATE WITH COFFERDAM TO WORK IN DRY CONDITIONS.
- 2. EXCAVATE BANK TO A DEPTH SUFFICIENT TO PROVIDE A 2:1 SLOPE OR GREATER IN FINISHED CONDITION. SOIL WRAP SHALL HAVE A MINIMUM DEPTH OF 2 FEET.
- 3. PLACE GEOFABRIC IN EXCAVATION WITH EXCESS AT STREAM SIDE FOR WRAP. PLACE 12-18 INCHES OF SOIL, MIXED WITH 1 1/2" STONE, OVER GEOFABRIC. WRAP REMAINING FABRIC OVER SOIL
- AND ANCHOR IN PLACE. 4. PLACE DORMANT CUTTINGS ON TOP OF SOIL WRAP WITH BASAL
- (CUT) ENDS AT THE SLOPE FACE AND TIPS EXTENDING BEYOND THE SOIL WRAP. BRANCHES SHALL BE PLACED RANDOMLY WITH REGARD TO SIZE, AGE, AND SPECIES.
- A. BRANCHES SHALL BE APPROXIMATELY 1 INCH IN DIAMETER. B. SPECIES SHALL BE AS NOTED IN TABLE AND CLUSTERED IN
- GROUPS OF 20-30. C. BRANCHES SHALL FORM CONTINUOUS LAYER.
- 5. PLACE LAYER OF TOPSOIL OVER CUTTINGS AND LIGHTLY COMPACT FOR GOOD CONTACT WITH BRANCHES.
- 6. REPEAT STEPS 3-5 UNTIL DESIRED HEIGHT IS REACHED.
- 7. TOPSOIL SURFACE AREA AND TIE INTO EXISTING GRADES. SEED WITH NATIVE SPECIES PER PLAN AND MULCH AS NEEDED.

**CERTIFICATION** 

I, <u>SHARON K. DOTTS, PE, CPESC</u>, DO HEREBY CERTIFY, PURSUANT TO THE PENALTIES OF 18 PA.

### LONGITUDINAL PEAKED STONE TOE PROTECTION (LPSTP) DETAIL NOT TO SCALE

WALL, STRUCTURE, OR EXISTING EMBANKMENT.

CLASS 'C' SELF-LAUNCHING

% FINER

100

70-100

50-80

32-58

15-34

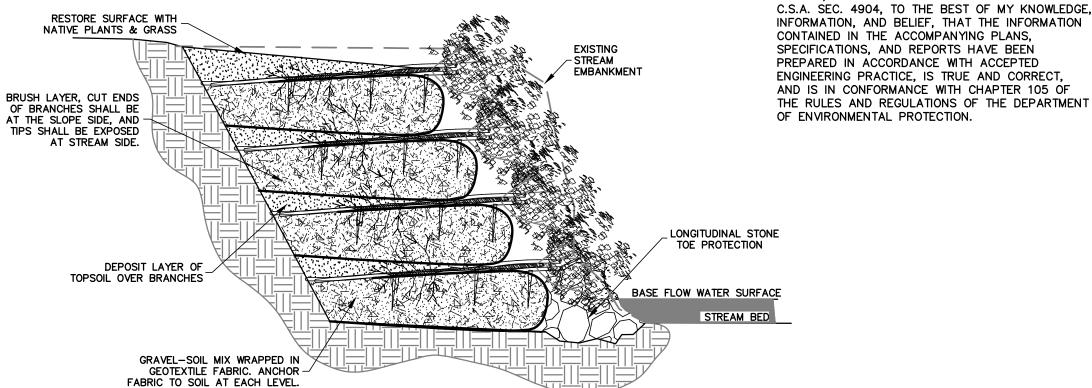
0-10

STONE, ≤ 12 FPS

TOE PROTECTION SHALL BE TIED BACK INTO

SLOPE A MINIMUM OF 8FT AT UPSTREAM

AND DOWNSTREAM ENDS.



### GEOTEXTILE SOIL WRAP w/ BRUSH LAYERING DETAIL (CROSS SECTION)

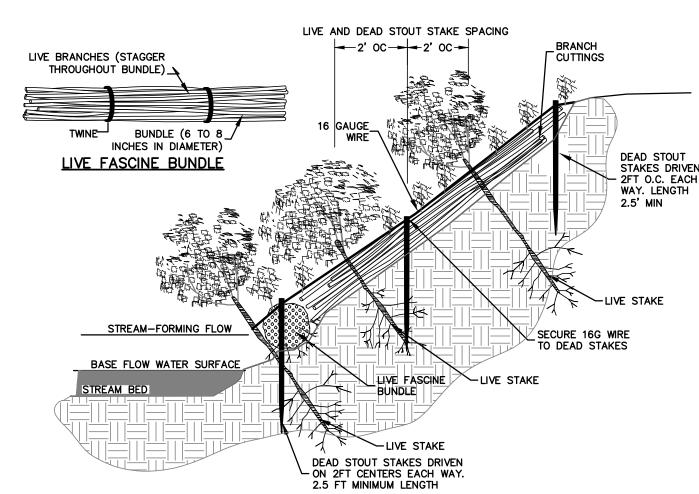
NOT TO SCALE

LIVE STAKES SHALL CONSIST OF THE FOLLOWING SPECIES, ERED BY SPECIES IN GROUPS OF 15-25: BOTANICAL NAME COMMON NAME CORNUS AMOMUM SILKY DOGWOOD RED TWIG DOGWOOD CORNUS SERICEA NINEBARK PHYSOCARPUS OPULIFOLIUS SAMBUCUS CANADESIS **ELDERBERRY** SALIX DISCOLOR PUSSY WILLOW VIBURNUM DENTATUM ARROWWOOD VIBURNUM

SPECIES AND QUANTITIES OF EACH SHALL BE SUBMITTED FOR APPROVAL AT TIME OF INSTALLATION BASED ON AVAILABILITY 0.5"-1.5" DIAMETER, 2-3 FT. LONG, DORMANT SIDE BRANCHES CLEANLY REMOVED WITH BARK

OF INSTALLATION; TOP SHALL BE SQUARE CU

BASAL END SHALL BE CUT AT AN ANGLE FOR EASE



### BRUSH MATTRESS DETAIL (CROSS SECTION)

NOT TO SCALE

## INSTALLATION: Brush Mattress

- 1. PREPARE LIVE STAKES AND LIVE FASCINE BUNDLES AS DESCRIBED IN RESPECTIVE DETAILS.
- 2. EXCAVATE 12"x12" TRENCH AT TOE OF SLOPE. 3. INSTALL AN EVEN MIX OF LIVE AND DEAD STOUT STAKES OVER
- FACE OF SLOPE SPACED 2FT ON CENTER. STAKES SHALL EXTEND 1FT ABOVE SURFACE. 4. PLACE BRANCH CUTTINGS IN A LAYER 1-3 BRANCHES THICK, WITH
- BASAL ENDS LOCATED IN EXCAVATED TRENCH. A. BRANCHES SHALL BE 6-9 FEET LONG; BRANCHES MAY BE SHORTER BUT SHALL EXTEND THE FULL LENGTH OF THE SLOPE
- B. BRANCHES SHALL BE APPROXIMATELY 1 INCH IN DIAMETER AND FLEXIBLE ENOUGH TO CONFORM TO VARIATIONS IN SLOPE FACE.
- AND/OR FASCINES. STRETCH NO. 16 SMOOTH WIRE DIAGONALLY FROM ONE DEAD STOUT
- STAKE TO ANOTHER BY TIGHTLY WRAPPING WIRE AROUND EACH STAKE NO CLOSER THAN 6" FROM TOP.
- 7. INSTALL LIVE FASCINE IN THE TRENCH OVER THE BASAL ENDS OF THE BRANCHES. SECURE WITH DEAD STOUT STAKES THROUGH THE
- 8. FILL VOIDS BETWEEN BRUSH MATTRESS AND LIVE FASCINE WITH TOPSOIL TO PROMOTE ROOTING. TOP SURFACE OF BRUSH

## FLOODPLAIN SEED MIX

SEED MIX SHALL BE ERNMX-154, AS PROVIDED BY ERNST CONSERVATION SEEDS, OR

- 20.0% ELYMUS VIRGINICUS .PA ECOTYPE 14.5% PANICUM CLANDESTINUM, TIOGA
- 14.0% ANDROPOGON GERARDII, 'NIAGARA' 14.0% SORGHASTRUM NUTANS, PA ECOTYPE 10.0% CAREX VULPINOIDEA, PA ECOTYPE
- 2.0% JUNCUS EFFUSUS 2.0% ZIZIA AUREA, PA ECOTYPE
- 0.5% ASTER LANCEOLATUS
- C. SPECIES SHALL BE AS PREVIOUSLY SPECIFIED FOR LIVE STAKES
- 6. TAMP AND DRIVE ALL STAKES, LIVE AND DEAD, INTO THE GROUND UNTIL BRANCHES ARE TIGHTLY SECURED TO SLOPE BY THE WIRE
- FASCINE SPACED AT 2' O.C.

- APPROVED EQUAL CONSISTING OF THE FOLLOWING SPECIES AT 20 LBS/ACRE: VIRGINIA WILDRYE. PA ECOTYPE DEERTONGUE, TIOGA BIG BLUESTEM, 'NIAGARA' INDIANGRASS, PA ECOTYPE
- FOX SEDGE, PA ECOTYPE 6.3% CAREX LURIDA, PA ECOTYPE LURID SEDGE, PA ECOTYPE 6.3% CAREX SCOPARIA, PA ECOTYPE BLUNT BROOM SEDGE, PA ECOTYPE 3.0% VERBENA HASTATA, PA ECOTYPE BLUE VERVAIN, PA ECOTYPE 2.0% ASCLEPIAS INCARNATA, PA ECOTYPE SWAMP MILKWEED, PA ECOTYPE SOFT RUSH
- 1.0% VERBENA URTICIFOLIA, PA ECOTYPE 0.6% SOLIDAGO RUGOSA, PA ECOTYPE 0.5% ASTER NOVAE-ANGLIAE, PA ECOTYPE 0.5% ASTER PUNICEUS, PA ECOTYPE
- 0.5% HELENIUM AUTUMNALE, PA ECOTYPE 0.4% EUPATORIUM PERFOLIATUM, PA ECOTYPE BONESET, PA ECOTYPE 0.4% EUTHAMIA GRAMINIFOLIA. PA ECOTYPE GRASSLEAF GOLDENROD, PA ECOTYPE 0.4% MONARDA FISTULOSA, PA ECOTYPE
- 0.3% LYCOPUS AMERICANUS, PA ECOTYPE 0.3% MIMULUS RINGENS, PA ECOTYPE
- WILD BERGAMOT, PA ECOTYPE 0.3% SCIRPUS CYPERINUS, PA ECOTYPE 0.2% LOBELIA SIPHILITICA, PA ECOTYPE
  - AMERICAN WATER HOREHOUND, PA ECOTYPE SQUARE STEMMED MONKEYFLOWER, PA ECOTYPE WOOLGRASS, PA ECOTYPE GREAT BLUE LOBELIA, PA ECOTYPE

GOLDEN ALEXANDERS, PA ECOTYPE

NEW ENGLAND ASTER, PA ECOTYPE

PURPLESTEM ASTER, PA ECOTYPE

COMMON SNEEZEWEED, PA ECOTYPE

WRINKLELEAF GOLDENROD, PA ECOTYPE

WHITE VERVAIN, PA ECOTYPE

LANCE LEAVED ASTER

COVER CROP SHALL CONSIST OF GRAIN RYE AT 30 LBS/ACRE

GILMORE & ASSOCIATES, ENGINEERING & CONSULTING SERV

S H H H

MONWEAL REGISTERED **PROFESSIONAL** Sharon K. Dotts ENGINEER PE-045420-E

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ILMORE & ASSOCIATES. INC NGINEERING & CONSULTING SERVICES ROJECT No.:

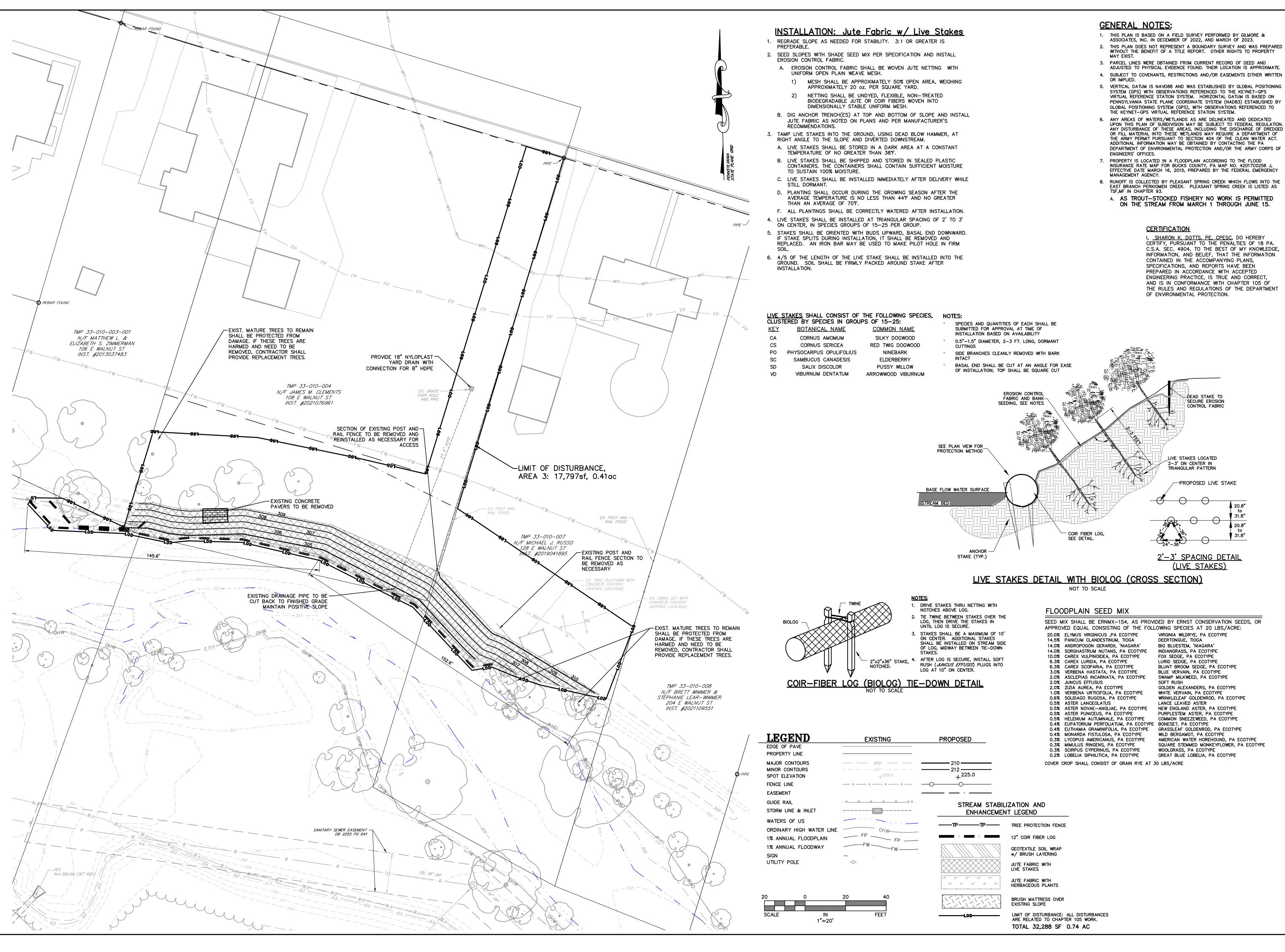
1403043 OWNERS INFO: PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 90 PERKASIE, PA 18944 215-257-5065

MUNICIPAL FILE No .: 1403043 AX MAP PARCEL No.: 33-10-07, 33-09-56-1 OTAL AREA: TOTAL LOTS: PER LOD SCALE: 7/02/24 1"=20'

XXX XXX SHEET NO.: 4 of 10

CHECKED BY:

RAWN BY:



ONWEAL REGISTERED / PROFESSIONAL Sharon K. Dotts ENGINEER PE-045420-E

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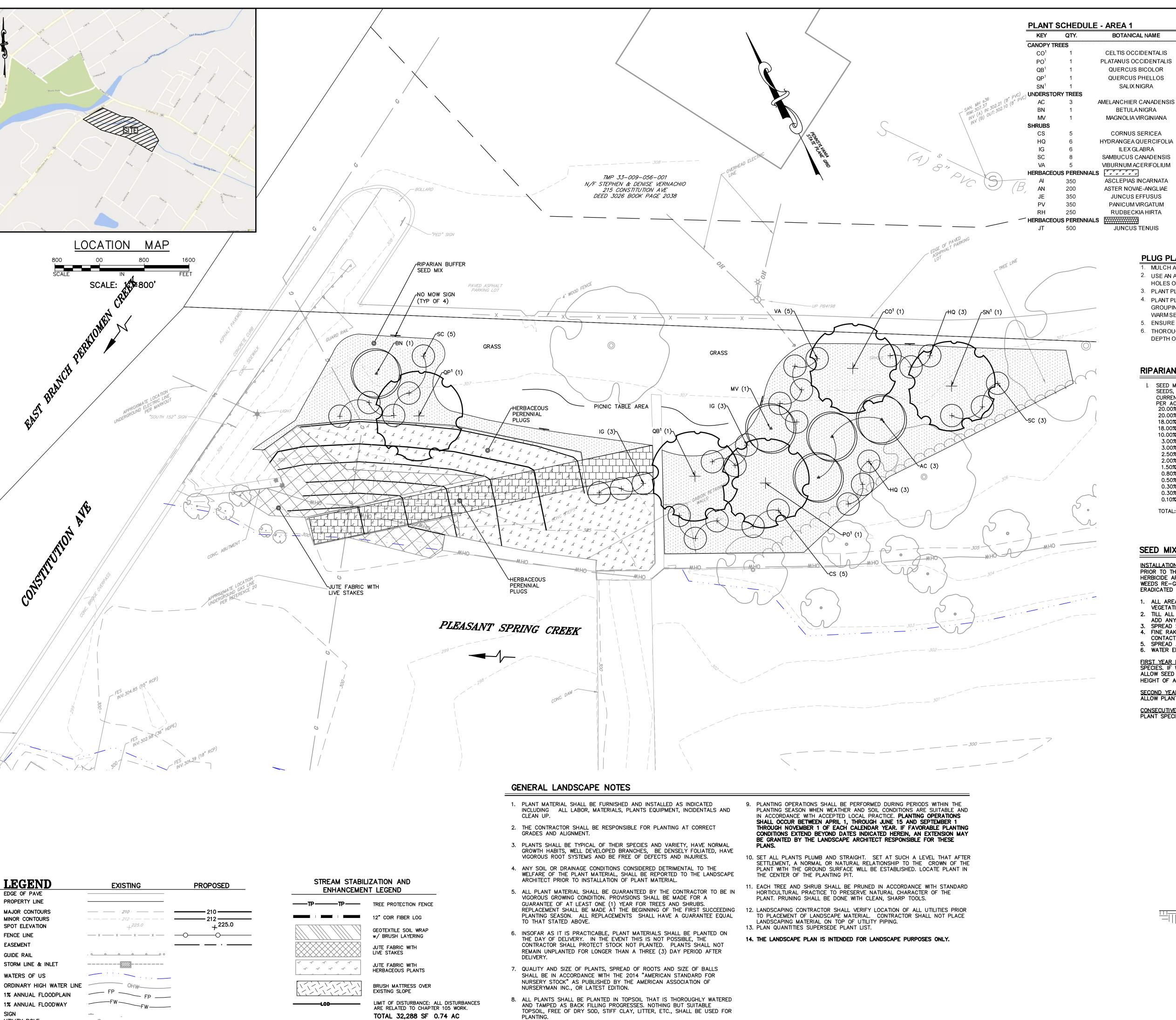
GILMORE & ASSOCIATES, INC ENGINEERING & CONSULTING SERVICES

ROJECT No.: 1403043 OWNERS INFO:

PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 9 PERKASIE, PA 18944 215-257-5065

MUNICIPAL FILE No .: 1403043 TAX MAP PARCEL No.: 33-10-07, 33-09-56-1 OTAL AREA: TOTAL LOTS: PER LOD 7/02/24 1"=20' RAWN BY: CHECKED BY: XXX XXX

SHEET NO.: 5 of 10



UTILITY POLE

### PLUG PLANTING NOTES

1. MULCH AREA TO BE PLUGGED WITH 2" COMPOSTED LEAF MULCH.

COMMON NAME

HACKBERRY

SWAMP WHITE OAK

WILLOW OAK

BLACK WILLOW

SERVICEBERRY

RIVER BIRCH

**SWEETBAY MAGNOLIA** 

REDTWIG DOGWOOD

OAKLEAF HYDRANGEA

**INKBERRY HOLLY** 

ELDERBERRY

MAPLELEAF VIBURNUM

SWAMP MILKWEED

**NEW ENGLAND ASTER** 

SOFT RUSH

SWITCHGRASS

BLACKEYED SUSAN

PATH RUSH

SYCAMORE

- 2. USE AN AUGER OR OTHER APPROPRIATE TOOL TO EXCAVATE HOLES ON 1 FOOT CENTERS IN A STAGGERED PATTERN.
- 3. PLANT PLUGS THROUGH MATTING AND LEAF MULCH.
- 4. PLANT PLUGS IN RANDOM PATTERNS AND ODD NUMBERED GROUPINGS OF 3, 5, OR 7 PER GROUP. EVENLY DISTRIBUTE
- WARM SEASON GRASSES THROUGHOUT PLANTING. 5. ENSURE ROOT CONTACT WITH SOIL. DO NOT BACKFILL WITH LEAF MULCH.
- 6. THOROUGHLY SOAK PLUGGED AREA WITH WATER UNTIL SOIL IS MOIST TO A DEPTH OF 4".

#### RIPARIAN BUFFER MIX

- SEED MIX SHALL BE ERNMX-178, AS PROVIDED BY ERNST CONSERVATION SEEDS, OR APPROVED EQUAL CONSISTING OF THE FOLLOWING SPECIES, OR AS CURRENTLY FORMULATED, AT 20 LB/ACRE WITH A COVER CROP AT 30 LB
- 20.00% ELYMUS VIRGINICUS, (VIRGINIA WILDRYE) 20.00% PANICUM CLANDESTINUM, TIOGA (DEERTONGUE, TIOGA)
- 18.00% ADROPOGON GERARDII, 'NIAGARA' (BIG BLUESTEM 'NIAGARA')
- 18.00% SORGHASTRUM NUTANS (INDIANGRASS) 10.00% PANICUM VIRGATUM, 'SHELTER' (SWITCHGRASS, 'SHELTER')
- 3.00% RUDBECKIA HIRTA, (BLACKEYED SUSAN) 3.00% VERBENA HASTATA, (BLUE VERVAIN)
- 2.50% ASCLEPIAS INCARNATA, (SWAMP MILKWEED) 2.00% ASTER NOVAE-ANGLIAE, (NEW ENGLAND ASTER)
- 1.50% ZIZIA AUREA, (GOLDEN ALEXANDERS)
- 0.80% SOLIDAGO RUGOSA, (WRINKLELEAF GOLDENROD) 0.50% MONARDS FISTULOSA, (WILD BERGAMOT)
- 0.30% EUPATORIUM PERFOLIATUM, (BONESET)
- 0.30% HELENIUM AUTUMNALE, (COMMON SNEEZEWEED) 0.10% ASTER UMBELLATUS, (FLAT TOPPED WHITE ASTER)
- TOTAL: 100%

### SEED MIX ESTABLISHMENT SPECIFICATIONS

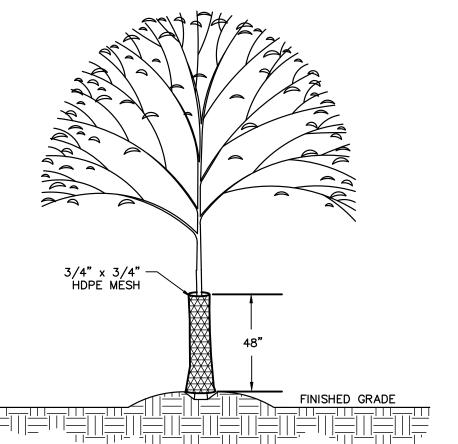
INSTALLATION: SPRAY AREAS TO BE SEEDED WITH A SYSTEMIC HERBICIDE ONE (1) MONTH PRIOR TO THE INSTALLATION OF THE SPECIFIED SEED MIXTURE. AFTER TWO (2) WEEKS OF HERBICIDE APPLICATION, AREAS TO BE SEEDED SHALL BE TREATED AGAIN IF PERSISTENT WEEDS RE-GERMINATE. ONLY AFTER ALL EXISTING VEGETATION TO BE REMOVED IS ERADICATED SHALL THE FOLLOWING SEED INSTALLATION STEPS TAKE PLACE:

- 1. ALL AREAS TO BE SEEDED SHALL BE CLEARED OF ALL REMAINING DEBRIS AND
- 2. TILL ALL AREAS TO BE SEEDED TO A MINIMUM DEPTH OF FOUR (4) INCHES, AND ADD ANY SPECIFIED SOIL AMENDMENTS TO THE TILLED AREAS.
- SPREAD SEED AT RECOMMENDED RATE EVENLY ACROSS THE ENTIRE SITE. FINE RAKE ALL AREAS PREVIOUSLY SEEDED TO ENSURE GOOD SOIL TO SEED
- 5. SPREAD A THIN COAT OF STRAW TO REDUCE EROSION. 6. WATER ENTIRE AREA THOROUGHLY, AVOID OVER WATERING.

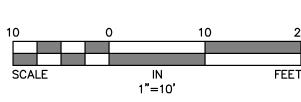
FIRST YEAR MAINTENANCE: SEED MIXTURE SHALL BE INSPECTED FOR INVASIVE WEED SPECIES. IF WEED SPECIES APPEAR IN THE SEEDED AREA SPOT TREAT BY PULLING. ALLOW SEED MIXTURE TO REACH A HEIGHT OF 12-18 INCHES IN HEIGHT, MOW TO A HEIGHT OF APPROXIMATELY SIX (6) INCHES WITH A WEED EATER.

SECOND YEAR MAINTENANCE: MOW ONCE IN SPRING AS CLOSE TO GROUND AS POSSIBLE. ALLOW PLANTS TO GROW TO FULL HEIGHT.

CONSECUTIVE FOLLOWING YEARS: MOW EVERY OTHER YEAR AND SPOT TREAT INVASIVE PLANT SPECIES.



## TREE BARK PROTECTION



S H E E

NOTES

MULTI-STEM

MULTI-STEM

MULTI-STEM

12" O.C.

12" O.C.

12" O.C. 12" O.C.

12" O.C.

12" O.C.

SIZE

2 " CAL

6' HT MIN

6' HT MIN

6' HT MIN

36" MIN

36" MIN

36" MIN

36" MIN

36" MIN

50 LP

50 LP

50 LP

50 LP

50 LP

50 LP

ROOT

B&B

B&B

B&B

B&B

B&B

B&B

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CONT

CONT

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PLUG

PLUG

PLUG

PLUG

PLUG

GILMORE & ASSOCIATES, INC ENGINEERING & CONSULTING SERVICES

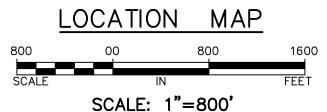
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CHECKED BY: XXX XXX SHEET NO.: 6 of 10





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CURRENTLY FORMULATED, AT 20 LB/ACRE WITH A COVER CROP AT 30 LB PER 20.0% ELYMUS VIRGINICUS, (VIRGINIA WILDRYE)

PANICUM CLANDESTINUM, TIOGA (DEERTONGUE, TIOGA) ADROPOGON GERARDII, 'NIAGARA' (BIG BLUESTEM 'NIAGARA')

SORGHASTRUM NUTANS (INDIANGRASS) 10.0% PANICUM VIRGATUM, 'SHELTER' (SWITCHGRASS, 'SHELTER')

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0.5% MONARDS FISTULOSA, (WILD BERGAMOT) 0.3% EUPATORIUM PERFOLIATUM, (BONESET) 0.3% HELENIUM AUTUMNALE, (COMMON SNEEZEWEED) 0.1% ASTER UMBELLATUS, (FLAT TOPPED WHITE ASTER)

### SEED MIX ESTABLISHMENT SPECIFICATIONS

TOTAL: 100%

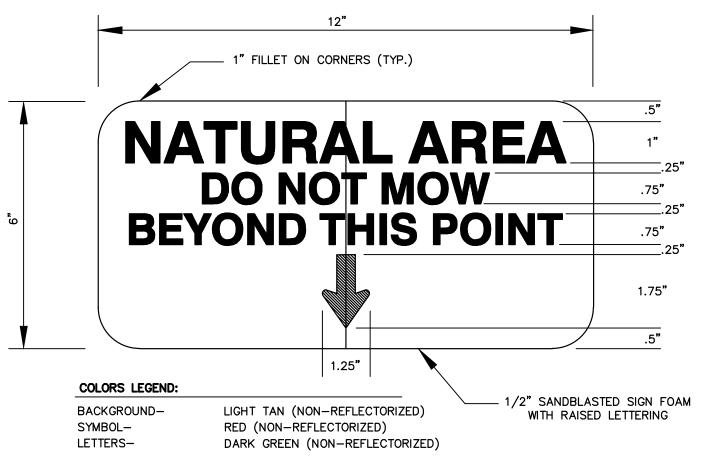
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- 3. SPREAD SEED AT RECOMMENDED RATE EVENLY ACROSS THE ENTIRE SITE. 4. FINE RAKE ALL AREAS PREVIOUSLY SEEDED TO ENSURE GOOD SOIL TO SEED
- 5. SPREAD A THIN COAT OF STRAW TO REDUCE EROSION. 6. WATER ENTIRE AREA THOROUGHLY, AVOID OVER WATERING.

FIRST YEAR MAINTENANCE: SEED MIXTURE SHALL BE INSPECTED FOR INVASIVE WEED SPECIES. IF WEED SPECIES APPEAR IN THE SEEDED AREA SPOT TREAT BY PULLING. ALLOW SEED MIXTURE TO REACH A HEIGHT OF 12-18 INCHES IN HEIGHT, MOW TO A HEIGHT OF APPROXIMATELY SIX (6) INCHES WITH A WEED EATER.

SECOND YEAR MAINTENANCE: MOW ONCE IN SPRING AS CLOSE TO GROUND AS POSSIBLE. ALLOW PLANTS TO GROW TO FULL HEIGHT.

CONSECUTIVE FOLLOWING YEARS: MOW EVERY OTHER YEAR AND SPOT TREAT INVASIVE PLANT SPECIES



\*SIGNS SHALL BE PLACED AT 50' INTERVALS ALONG THE PERIMETER OF THE AREA DESIGNATED "MOWING LIMIT" ON LANDSCAPE PLAN. SIGNS SHALL BE INSTALLED AT A HEIGHT OF APPROXIMATELY 18" ABOVE GRADE, TO 2" x2"

## MOW LIMIT SIGN

RECYCLED PLASTIC STAKES.

## GENERAL LANDSCAPE NOTES

UTILITY POLE

- PLANT MATERIAL SHALL BE FURNISHED AND INSTALLED AS INDICATED INCLUDING ALL LABOR, MATERIALS, PLANTS EQUIPMENT, INCIDENTALS AND
- 2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PLANTING AT CORRECT GRADES AND ALIGNMENT.
- VIGOROUS ROOT SYSTEMS AND BE FREE OF DEFECTS AND INJURIES. 4. ANY SOIL OR DRAINAGE CONDITIONS CONSIDERED DETRIMENTAL TO THE WELFARE OF THE PLANT MATERIAL, SHALL BE REPORTED TO THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF PLANT MATERIAL.

3. PLANTS SHALL BE TYPICAL OF THEIR SPECIES AND VARIETY, HAVE NORMAL

GROWTH HABITS, WELL DEVELOPED BRANCHES, BE DENSELY FOLIATED, HAVE

- . ALL PLANT MATERIAL SHALL BE GUARANTEED BY THE CONTRACTOR TO BE IN VIGOROUS GROWING CONDITION. PROVISIONS SHALL BE MADE FOR A GUARANTEE OF AT LEAST ONE (1) YEAR FOR TREES AND SHRUBS. REPLACEMENT SHALL BE MADE AT THE BEGINNING OF THE FIRST SUCCEEDING PLANTING SEASON. ALL REPLACEMENTS SHALL HAVE A GUARANTEE EQUAL TO THAT STATED ABOVE.
- 6. INSOFAR AS IT IS PRACTICABLE, PLANT MATERIALS SHALL BE PLANTED ON THE DAY OF DELIVERY. IN THE EVENT THIS IS NOT POSSIBLE, THE CONTRACTOR SHALL PROTECT STOCK NOT PLANTED. PLANTS SHALL NOT REMAIN UNPLANTED FOR LONGER THAN A THREE (3) DAY PERIOD AFTER
- 7. QUALITY AND SIZE OF PLANTS, SPREAD OF ROOTS AND SIZE OF BALLS SHALL BE IN ACCORDANCE WITH THE 2014 "AMERICAN STANDARD FOR NURSERY STOCK" AS PUBLISHED BY THE AMERICAN ASSOCIATION OF NURSERYMAN INC., OR LATEST EDITION.

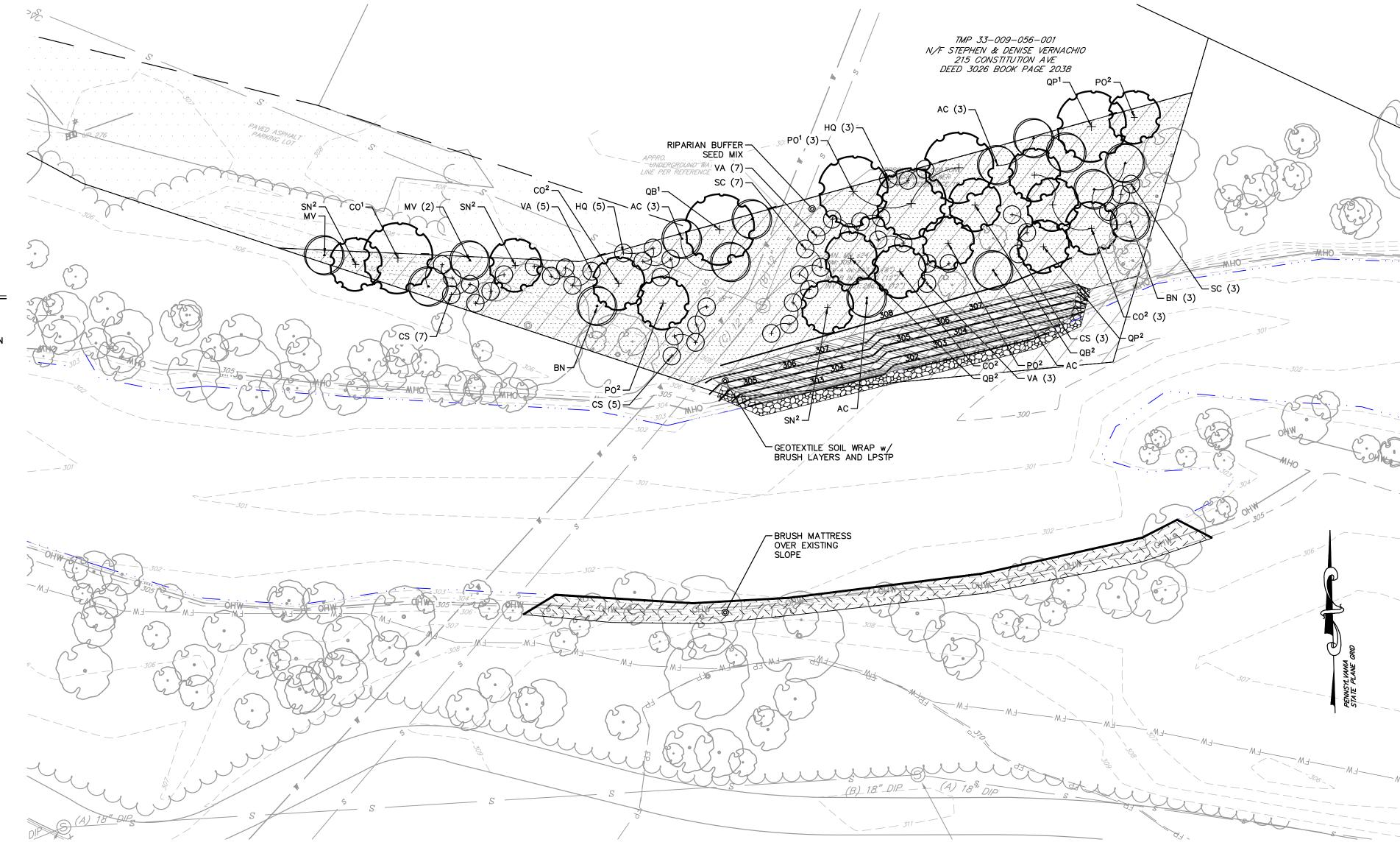
- 8. ALL PLANTS SHALL BE PLANTED IN TOPSOIL THAT IS THOROUGHLY WATERED AND TAMPED AS BACK FILLING PROGRESSES. NOTHING BUT SUITABLE TOPSOIL, FREE OF DRY SOD, STIFF CLAY, LITTER, ETC., SHALL BE USED FOR
- 9. PLANTING OPERATIONS SHALL BE PERFORMED DURING PERIODS WITHIN THE PLANTING SEASON WHEN WEATHER AND SOIL CONDITIONS ARE SUITABLE AND IN ACCORDANCE WITH ACCEPTED LOCAL PRACTICE. PLANTING OPERATIONS SHALL OCCUR BETWEEN APRIL 1, THROUGH JUNE 15 AND SEPTEMBER 1 THROUGH NOVEMBER 1 OF EACH CALENDAR YEAR. IF FAVORABLE PLANTING CONDITIONS EXTEND BEYOND DATES INDICATED HEREIN, AN EXTENSION MAY BE GRANTED BY THE LANDSCAPE ARCHITECT RESPONSIBLE FOR THESE
- 10. SET ALL PLANTS PLUMB AND STRAIGHT. SET AT SUCH A LEVEL THAT AFTER SETTLEMENT, A NORMAL OR NATURAL RELATIONSHIP TO THE CROWN OF THE PLANT WITH THE GROUND SURFACE WILL BE ESTABLISHED. LOCATE PLANT IN THE CENTER OF THE PLANTING PIT.
- II. EACH TREE AND SHRUB SHALL BE PRUNED IN ACCORDANCE WITH STANDARD HORTICULTURAL PRACTICE TO PRESERVE NATURAL CHARACTER OF THE PLANT. PRUNING SHALL BE DONE WITH CLEAN, SHARP TOOLS. 12. LANDSCAPING CONTRACTOR SHALL VERIFY LOCATION OF ALL UTILITIES PRIOR
- TO PLACEMENT OF LANDSCAPE MATERIAL. CONTRACTOR SHALL NOT PLACE LANDSCAPING MATERIAL ON TOP OF UTILITY PIPING. 13. PLAN QUANTITIES SUPERSEDE PLANT LIST.

14. THE LANDSCAPE PLAN IS INTENDED FOR LANDSCAPE PURPOSES ONLY.

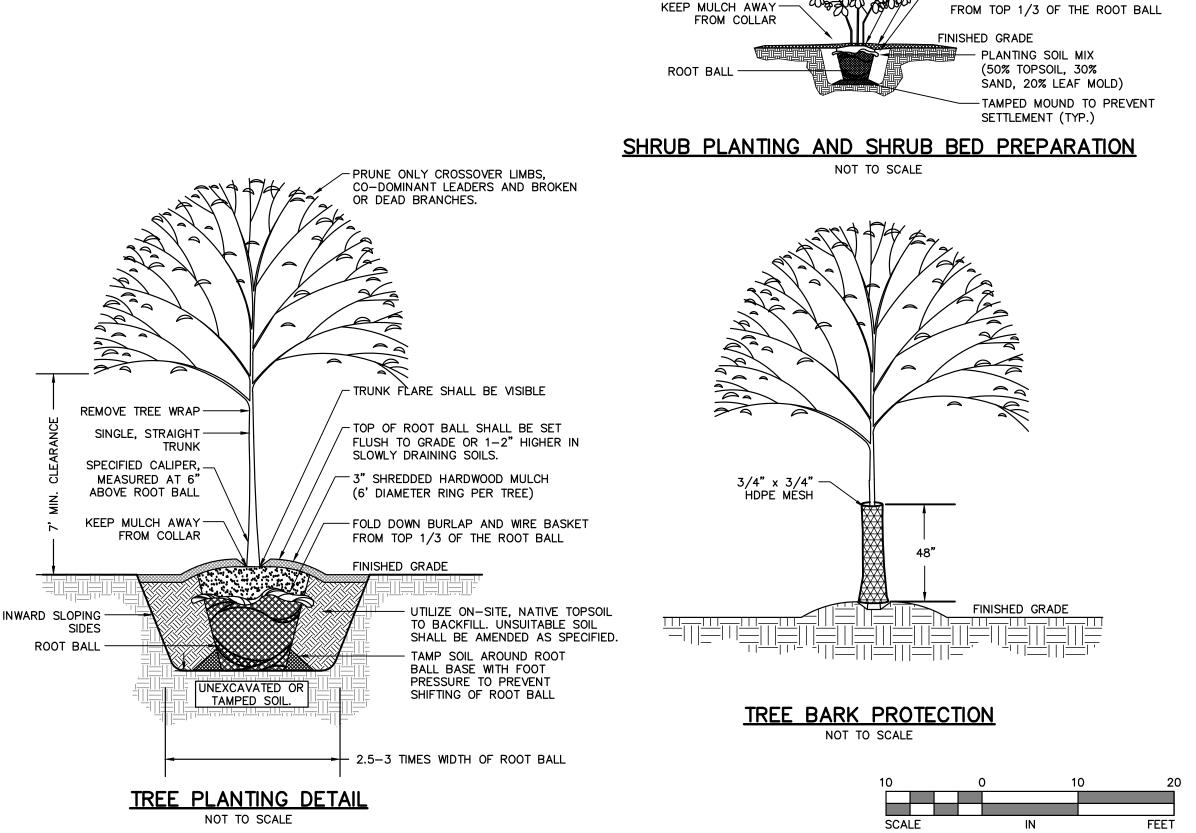
#### **LEGEND** PROPOSED EDGE OF PAVE PROPERTY LINE MAJOR CONTOURS MINOR CONTOURS 225.0 SPOT ELEVATION FENCE LINE \_ x \_ x \_ x \_ x \_ \_ 0 EASEMENT GUIDE RAIL STORM LINE & INLET -----WATERS OF US ORDINARY HIGH WATER LINE 1% ANNUAL FLOODPLAIN

### STREAM STABILIZATION AND ENHANCEMENT LEGEND TP—TP— TREE PROTECTION FENCE GEOTEXTILE SOIL WRAP w/ BRUSH LAYERING JUTE FABRIC WITH LIVE STAKES JUTE FABRIC WITH ~ ~ ~ ~ ~ HERBACEOUS PLANTS BRUSH MATTRESS OVER EXISTING SLOPE LIMIT OF DISTURBANCE: ALL DISTURBANCES ARE RELATED TO CHAPTER 105 WORK.

TOTAL 32,288 SF 0.74 AC

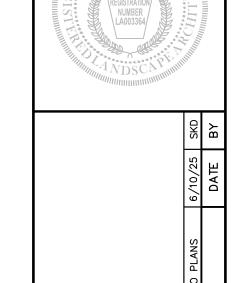


KEY	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	ROOT	NOTES
CANOPY T	REES					
CO1	1	CELTIS OCCIDENTALIS	HACKBERRY	2-2 1/2" CAL	B&B	
CO2	5	CELTIS OCCIDENTALIS	HACKBERRY	10 GAL	CONT	
PO1	3	PLATANUS OCCIDENTALIS	SYCAMORE	2-2 1/2" CAL	B&B	
PO2	3	PLATANUS OCCIDENTALIS	SYCAMORE	10 GAL	CONT	
QB1	1	QUERCUS BICOLOR	SWAMP WHITE OAK	2-2 1/2" CAL	B&B	
QB2	2	QUERCUS BICOLOR	SWAMP WHITE OAK	10 GAL	CONT	
QP1	1	QUERCUS PHELLOS	WILLOW OAK	2-2 1/2" CAL	B&B	
QP2	1	QUERCUS PHELLOS	WILLOW OAK	10 GAL	CONT	
SN2	3	SALIX NIGRA	BLACK WILLOW	10 GAL	CONT	
UNDERSTO	RY TREES					
AC	8	AMELANCHIER CANADENSIS	SERVICEBERRY	6' HT MIN	B&B	MULTI-STEM
BN	4	BETULA NIGRA	RIVER BIRCH	6' HT MIN	B&B	MULTI-STEM
MV	3	MAGNOLIA VIRGINIANA	SWEETBAY MAGNOLIA	6' HT MIN	B&B	MULTI-STEM
SHRUBS						
cs	15	CORNUS SERICEA	REDTWIG DOGWOOD	36" MIN	CONT	
HQ	8	HYDRANGEA QUERCIFOLIA	OAKLEAF HYDRANGEA	36" MIN	CONT	
sc	10	SAMBUCUS CANADENSIS	ELDERBERRY	36" MIN	CONT	
VA	15	VIBURNUM ACERIFOLIUM	MAPLELEAF VIBURNUM	36" MIN	CONT	



SPECIFIED SIZE

KEEP MULCH AWAY-



REHABIL CREEK SPRING

GILMORE & ASSOCIATES, INC ERING & CONSULTING SERVICES

ROJECT No.: 1403043

OWNERS INFO: PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 90 PERKASIE, PA 18944 215-257-5065

MUNICIPAL FILE No.: 1403043 AX MAP PARCEL No.: 33-09-56, 33-10-24, 33-10-0 33-10-07, 33-09-56-1 OTAL AREA: TOTAL LOTS: PER LOD 7/02/24 1"=10' RAWN BY: CHECKED BY: XXX XXX SHEET NO.:

7 of 10

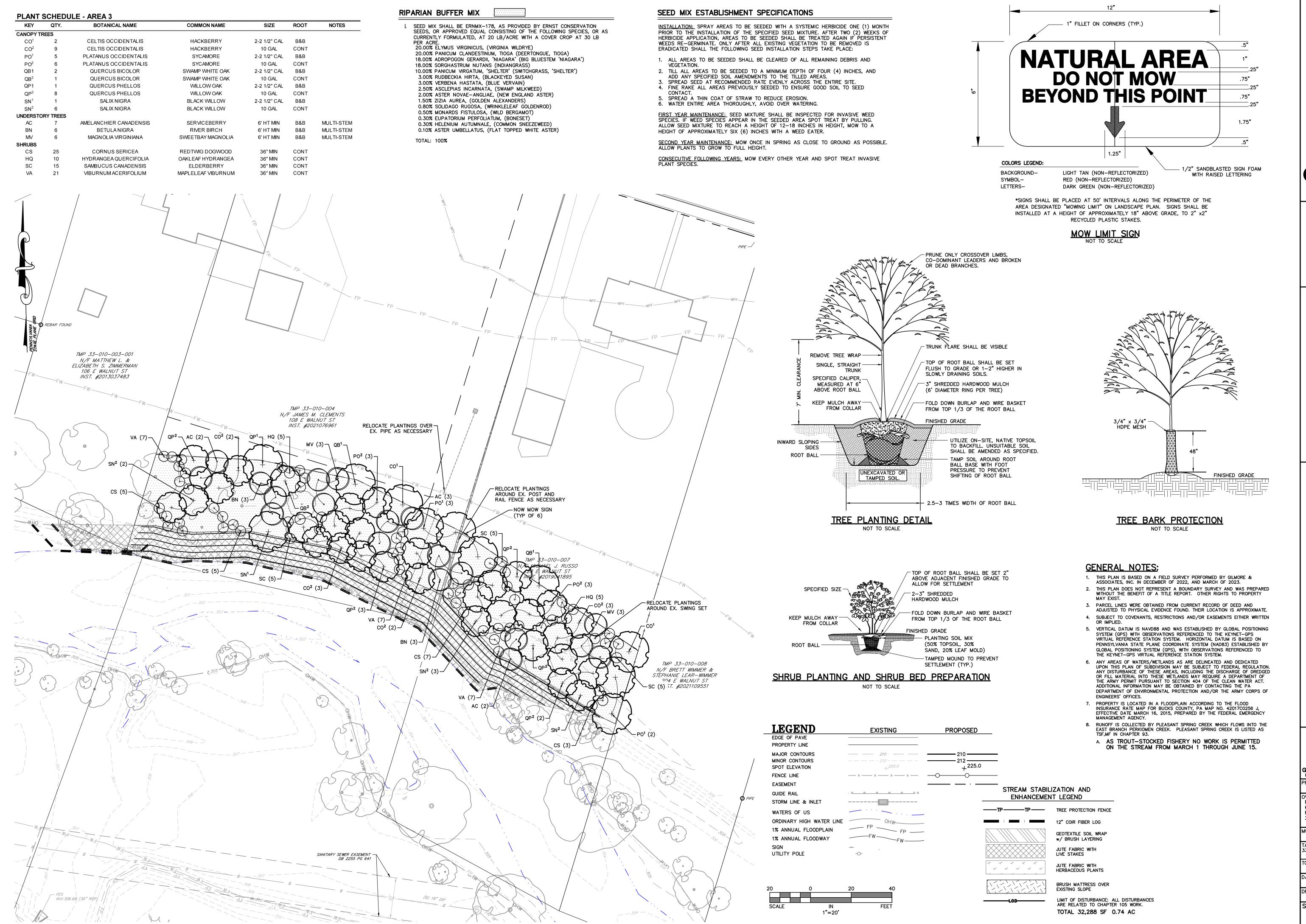
1"=10'

TOP OF ROOT BALL SHALL BE SET 2"
ABOVE ADJACENT FINISHED GRADE TO

-FOLD DOWN BURLAP AND WIRE BASKET

ALLOW FOR SETTLEMENT

HARDWOOD MULCH



S H H H

CREEK SPRING

BUFFER

GILMORE & ASSOCIATES, INC ENGINEERING & CONSULTING SERVICES ROJECT No.:

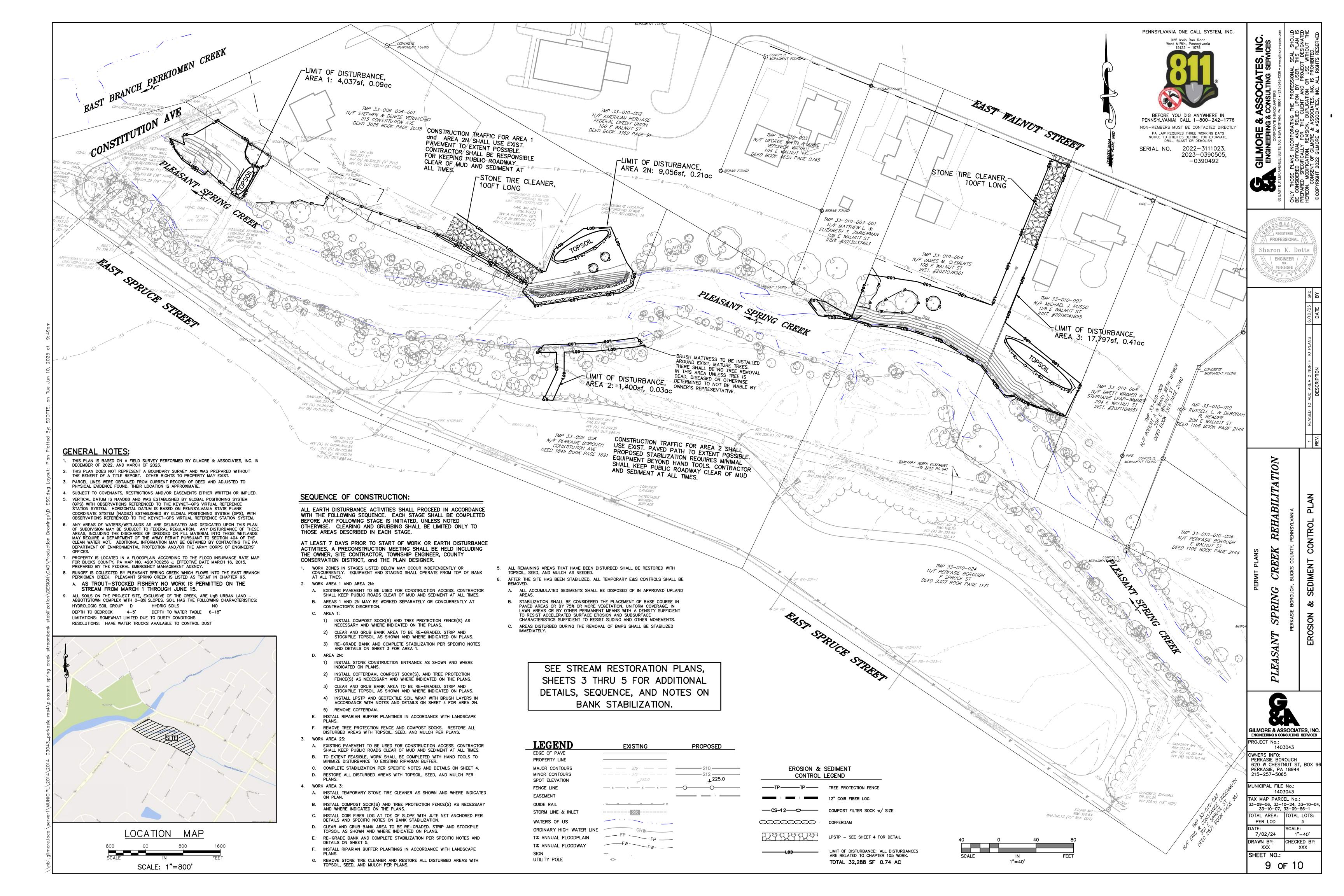
1403043 OWNERS INFO: PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 9 PERKASIE, PA 18944 215-257-5065

MUNICIPAL FILE No .: 1403043 AX MAP PARCEL No .: 3-09-56, 33-10-24, 33-10-0 33-10-07, 33-09-56-1 OTAL AREA: TOTAL LOTS: PER LOD 7/02/24 1"=20' RAWN BY: CHECKED BY:

SHEET NO.: 8 of 10

XXX

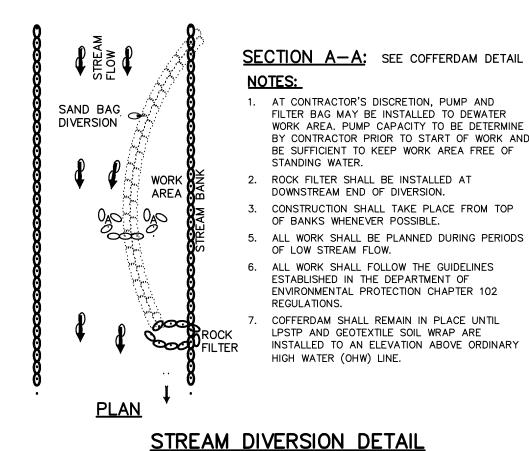
XXX



NOTE: SANDBAGS SHALL BE PLACED A MAXIMUM OF 1 ABOVE THE NORMAL WATER SURFACE ELEVATION.

#### TEMPORARY SANDBAG COFFERDAM DETAIL NOT TO SCALE

COMMERCIALLY AVAILABLE COFFERDAM SYSTEMS, SUCH AS 'PORTA-DAM' OR EQUAL, SHALL BE ACCEPTABLE ALTERNATIVE TO SANDBAG DAM. SAID SYSTEM SHALL BE INSTALLED PER MANUFACTURER'S SPECIFICATIONS. PRODUCT DATA SHEETS SHALL BE SUBMITTED FOR APPROVAL PRIOR TO INSTALLATION.



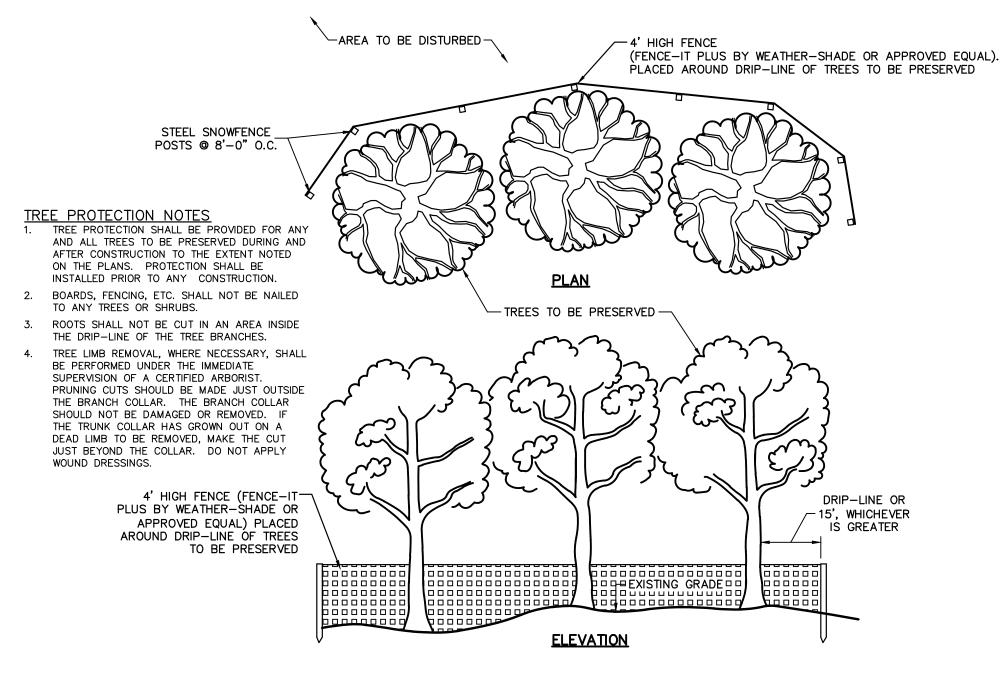
50' MIN. NSP - NON-SPECIAL PROTECTION WATERSHED 100' MIN. SP - SPECIAL PROTECTION WATERSHED ORANGE CONSTRUCTION FENCE (IF NOT IN CUT/FIL) MIN. 4" AASHTO MIN. 4" ROLLED AND COMPACTED PENNDOT 2RC #1 AGGREGATE AGGREGARTE OVER 4" AASHTO #1 AGGREGATE MOUNTABLE BERM 6" MIN. \* EXISTING GRADE - PENNDOT CLASS 4, TYPE A, \\_REMOVE TOPSOIL PRIOR TO INSTALLATION GEOTEXTILE FABRIC PIPE AS --EARTH FILL **NECESSARY** SECTION A-A \*MOUNTABLE BERM SHOULD BE USED WHEREVER OPTIONAL CULVERT PIPE IS USED TO PROVIDE PROPER COVER FOR PIPE

PER MANUFACTURER'S SPECIFICATION. PIPE TO BE SIZED APPROPRIATELY FOR SIZE OF DITCH BEING CROSSED. RUNOFF SHALL BE DIVERTED FROM ROADWAY TO A SUITABLE SEDIMENT REMOVAL BMP PRIOR TO ENTERING ROCK CONSTRUCTION ENTRANCE.

ROCK CONSTRUCTION ENTRANCE THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSIONS BY ADDING ROCK. A STOCKPILE SHALL BE MAINTAINED ON SITE FOR THIS PURPOSE. AT THE END OF EACH CONSTRUCTION DAY, ALL SEDIMENT DEPOSITED ON PUBLIC ROADWAYS SHALL BE REMOVED AND RETURNED TO THE CONSTRUCTION SITE. IF EXCESSIVE AMOUNTS OF SEDIMENT ARE BEING DEPOSITED ON ROADWAY, EXTEND LENGTH OF ROCK CONSTRUCTION ENTRANCE BY 50-FOOT INCREMENTS UNTIL CONDITION IS ALLEVIATED OR INSTALL WASH RACK. WASHING THE ROADWAY OR

SWEEPING THE DEPOSITS INTO ROADWAY DITCHES, SEWER, CULVERTS OR OTHER DRAINAGE COURSES IS NOT ACCEPTABLE. ROCK CONSTRUCTION ENTRANCE - ABACT

NOT TO SCALE



TREE PROTECTION DETAIL NOT TO SCALE

### EROSION & SEDIMENT CONTROL NOTES

- BEFORE EARTH DISTURBANCES BEGIN, THE LANDOWNER OR HIS DESIGNATED REPRESENTATIVE IS ADVISED TO BECOME FAMILIAR WITH THE PROVISIONS OF APPENDIX 64, 'EROSION CONTROL RULES AND REGULATIONS,' TITLE 25, PART 1, DEPT. OF ENVIRONMENTAL PROTECTION, SUBPART C-PROTECTION OF NATURAL RESOURCES, ARTICLE III-WATER RESOURCES, CHAPTER 102-EROSION CONTROL AND WITH THE "EROSION AND SEDIMENT POLLUTION CONTROL PROGRAM MANUAL" BY THE COMMONWEALTH OF PA, DEPARTMENT OF ENVIRONMENTAL PROTECTION, MARCH 2000 OR LATEST EDITION.
- AT LEAST 3 WORKING DAYS BEFORE STARTING ANY EARTH DISTURBANCE, THE LANDOWNER OR HIS DESIGNATED REPRESENTATIVE SHALL NOTIFY BUCKS COUNTY CONSERVATION DISTRICT. AT LEAST 3 DAYS BEFORE EARTH DISTURBANCE BEGINS, THE CONTRACTOR SHALL CONTACT THE PA ONE-CALL SYSTEM TO OBTAIN INFORMATION ON BURIED UTILITY LOCATIONS.
- COPIES OF THESE PLANS MUST BE AVAILABLE ON SITE THROUGHOUT CONSTRUCTION.
- ANY REVISIONS TO THIS PLAN, OR TO ANY OTHER PLANS THAT MAY AFFECT IT. MUST HAVE PRIOR APPROVAL OF THE BUCKS COUNTY CONSERVATION DISTRICT. THE CONTRACTOR SHALL ASSURE THAT AN APPROVED EROSION & SEDIMENT CONTROL PLAN IS BEING IMPLEMENTED AND MAINTAINED FOR ALL OFFSITE BORROW
- A. ALL FILL MATERIALS TO BE USED ON THIS SITE SHALL BE CLEAN FILL UNLESS OTHERWISE APPROVED BY THE MUNICIPALITY AND THE CONSERVATION DISTRICT. THE CONTRACTOR SHALL BE RESPONSIBLE TO PERFORM DUE DILIGENCE IN DETERMINING THAT FILL IS CLEAN.
- INVESTIGATIVE TECHNIQUES SHALL INCLUDE, BUT ARE NOT LIMITED TO, VISUAL PROPERTY INSPECTIONS, ELECTRONIC DATA BASE SEARCHES, REVIEW OF PROPERTY OWNERSHIP, REVIEW OF PROPERTY USE HISTORY, SANBORN MAPS, ENVIRONMENTAL QUESTIONNAIRES, TRANSACTION SCREENS, ANALYTICAL TESTING, ENVIRONMENTAL ASSESSMENTS OR AUDITS.
- THE LANDOWNER OR HIS DESIGNATED REPRESENTATIVE SHALL ASSURE THAT THE APPROVED EROSION & SEDIMENT CONTROL PLAN IS PROPERLY IMPLEMENTED.
- UNTIL THE SITE IS STABILIZED, THE LANDOWNER OR HIS DESIGNATED REPRESENTATIVE SHALL INSURE THAT ALL EROSION AND SEDIMENT CONTROL DEVICES ARE MAINTAINED PROPERLY. ALL PREVENTATIVE AND REMEDIAL MAINTENANCE WORK, INCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING, AND RENETTING MUST BE PERFORMED IMMEDIATELY.
- FOR PROJECTS THAT REQUIRE NPDES PERMIT. LANDOWNER OR HIS DESIGNATED REPRESENTATIVE SHALL MAINTAIN AND MAKE AVAILABLE TO THE BUCKS COUNTY CONSERVATION DISTRICT COMPLETE, WRITTEN INSPECTION LOGS OF THE ABOVE NOTED INSPECTION AND MAINTENANCE.
- CONCRETE WASHOUT AREA SHALL BE PROVIDED FOR CLEANING OF CHUTES, MIXERS, AND HOPPERS OF DELIVERY VEHICLES. NO WASH WATER FROM THESE VEHICLES.

  SHALL BE ALLOWED TO ENTER ANY SURFACE WATERS. WASHOUT FACILITIES SHALL

  NOT BE LOCATED WITHIN 50 FEET OF STORM DRAINS, OPEN DITCHES, INFILTRATION
- 10. SEEDING, MULCHING AND FERTILIZING SHALL BE IN ACCORDANCE WITH THE SEEDING AND MULCHING SCHEDULE.

FACILITIES OR SURFACE WATERS.

-OPTIONAL 6" COMPOST

6" AASHTO -

#57 STONE

2. SEDIMENT MUST BE REMOVED WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT

COMPOST LAYER IS REQUIRED IN ALL HQ AND EV WATERSHEDS.

OF THE OUTLETS.

LAYER, FIRMLY ANCHORED

- UPON DISCOVERING UNFORESEEN CIRCUMSTANCES POSING THE POTENTIAL FOR ACCELERATED EROSION AND/OR SEDIMENT POLLUTION, THE CONTRACTOR SHALL
- IMPLEMENT APPROPRIATE MÉASURES TO ADDRESS SAÍD CIRCUMSTANCES. 12. ANY SEDIMENT OR MUD THAT IS TRACKED ONTO THE PUBLIC ROADWAY MUST BE CLEANED OFF IMMEDIATELY BY BROOMING AND/OR SHOVELING TO THE SATISFACTION OF THE TOWNSHIP AT THE EXPENSE OF THE DEVELOPER AND/OR RESPONSIBLE CONTRACTOR. USE OF A BACKHOE BUCKET TO SCRAPE ROADWAY SURFACE IS PROHIBITED. WHERE SAND AND OR SEDIMENT IS CAUSING SLICK OR HAZARDOUS CONDITIONS, ROADWAY SURFACE SHALL BE PRESSURE WASHED TO REMOVE THE CONDITION. ALL SEDIMENT LADEN WATER MUST BE FILTERED IN A MANNER SATISFACTORY TO THE BUCKS COUNTY CONSERVATION DISTRICT BEFORE ENTERING STORM SEWERS AND/OR DRAINAGE CHANNELS.
- 13. NO SEDIMENT OR SEDIMENT LADEN WATER MUST BE ALLOWED TO LEAVE THE SITE/PROPERTY WITHOUT FIRST BEING FILTERED TO THE SATISFACTION OF BUCKS COUNTY CONSERVATION DISTRICT. ANY PUMPED WATER MUST BE DIRECTED TO A FILTER BAG DEVICE DISCHARGING OVER NON-DISTURBED AREAS.
- THE SEDIMENT AND EROSION CONTROL MEASURES SHOWN ON THIS PLAN HAVE BEEN PREPARED IN ACCORDANCE WITH REQUIREMENTS OF THE BUCKS COUNTY CONSERVATION DISTRICT. GILMORE AND ASSOCIATES DOES NOT TAKE ANY RESPONSIBILITY IN OBSERVING AND CERTIFYING THE CONSTRUCTION OF THESE FACILITIES UNLESS REQUESTED SPECIFICALLY BY THE OWNER AND/OR CONTRACTOR. THEREFORE, GILMORE AND ASSOCIATES DOES NOT ACCEPT ANY RESPONSIBILITY FOR DAMAGES AS A RESULT OF IMPROPER CONSTRUCTION AND/OR MAINTENANCE OF FACILITIES DURING CONSTRUCTION.
- 15. ACCUMULATED SEDIMENTS REMOVED FROM ANY AND ALL EROSION AND SEDIMENT CONTROL MEASURES SHALL BE DISPOSED OF IN LANDSCAPED AREAS OUTSIDE OF STEEP SLOPES, WETLANDS, FLOODPLAINS OR DRAINAGE SWALES. REPLACED SOILS SHALL BE SEEDED AND MULCHED IMMEDIATELY.
- PROCEDURES WHICH ENSURE THAT THE PROPER MEASURES FOR THE RECYCLING OR DISPOSAL OF MATERIALS ASSOCIATED WITH OR FROM THE PROJECT SITE WILL BE UNDERTAKEN IN ACCORDANCE WITH DEP'S SOLID WASTE MANAGEMENT REGULATIONS. AND/OR ANY ADDITIONAL LOCAL. STATE OR FEDERAL REGULATIONS. NO BUILDING MATERIALS (USED OR UNUSED) OR WASTE MATERIALS SHALL BE BURNED, BURIED, DUMPED OR DISCHARGED AT THE SITE.
- 17. CONTRACTOR SHALL FOLLOW THE PROCEDURES OUTLINED BY THE APPROVED EROSION & SEDIMENT CONTROL PLAN AND THE TOWNSHIP ENGINEER AND THE BUCKS COUNTY CONSERVATION

#### MAINTENANCE OF FACILITIES

- COMPOST FILTER SOCKS SHOULD BE INSPECTED AND MAINTAINED ON A DAILY BASIS UNTIL THE SITE IS STABILIZED, ALL EROSION AND SEDIMENT CONTROL DEVICES MUST BE MAINTAINED PROPERLY. MAINTENANCE MUST INCLUDE INSPECTIONS OF ALL EROSION AND SEDIMENT CONTROLS AFTER EACH RAIN FALL EVENT OF 1/4" OR MORE AND ON A WEEKLY BASIS. ALL PREVENTATIVE AND REMEDIAL MAINTENÁNCE WORK, NCLUDING CLEAN OUT, REPAIR, REPLACEMENT, REGRADING, RESEEDING, REMULCHING AND RENETTING MUST BE PERFORMED IMMEDIATELY. IF E&S CONTROL BMPS FAIL TO
- PERFORM AS EXPECTED, REPLACEMENT BMPS OR MODIFICATIONS OF INSTALLED MEASURES WILL BE REQUIRED. CONTRACTOR SHALL MAINTAIN AND MAKE AVAILABLE TO THE BUCKS COUNTY
- INSPECTION AND MAINTENANCE. SEEDING, MULCHING AND FERTILIZING SHALL BE IN ACCORDANCE WITH THE SEEDING

CONSERVATION DISTRICT COMPLETE, WRITTEN INSPECTION LOGS OF THE ABOVE NOTED

GREEN #SC150 (OR EQUAL). IF AREAS ARE TO BE SODDED, TURF REINFORCEMENT IS

- AND MULCHING SCHEDULE
- SHOULD THE TREE PROTECTION FENCING BE DISTURBED AT ANY POINT, IT SHALL BE REPLACED IMMEDIATELY. THE CONTRACTOR SHALL HAVE AVAILABLE WATER TRUCKS OR OTHER MEANS OF
- CONTROLLING EXCESSIVE DUST AND AIRBORNE DEBRIS. ALL AREAS OF CONCENTRATED SURFACE DRAINAGE SHALL BE SEEDED AND MULCHED, AND PROTECTED WITH TEMPORARY TURF REINFORCEMENT MAT: NORTH AMERICAN
- AFTER THE WORK IS COMPLETED, MONTHLY INSPECTIONS WILL BE MADE. AN INSPECTION OF ALL FACILITIES WILL BE MADE AFTER EVERY STORM TO DETERMINE THEIR RESISTANCE TO DRIVING RAINS AND ACCUMULATED RUNOFF.
- SEEDED AREAS THAT HAVE WASHED AWAY SHALL BE FILLED AND GRADED AS NECESSARY AND THEN RESEEDED. A BURLAP OR STRAW COVER WILL BE APPLIED TO RETAIN THE SEED UNTIL IT HAS A CHANCE TO ROOT PROPERLY.
- THE ABOVE PROCEDURE SHALL BE REPEATED AFTER EACH SIZABLE STORM UNTIL NO MORE SIGNS OF EROSION ARE EVIDENT. AT MONTHLY INTERVALS THEREAFTER, INSPECTIONS AND NECESSARY CLEANING WILL BE DONE. TRASH THAT IS REMOVED FROM ANY OF THE CONTROL DEVICES SHALL BE DISPOSED OF AT AN APPROVED DISPOSAL AREA. SILT THAT HAS ACCUMULATED SHALL BE REMOVED AND ALLOWED TO DRY AND USED AS FILL WHEREVER REQUIRED ON THE SITE.

### SEEDING AND MULCHING SCHEDULE

1. SITE PREPARATION, STABILIZATION, AND MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH PENN STATE UNIVERSITY'S "THE AGRONOMY GUIDE" AND PENNDOT FORM 408 SPECIFICATIONS' MOST RECENT ADDITION.

TEMPORARY SEEDING SPECIFICATION FORMULA T: OATS IN SPRING, CEREAL RYE IN FALL PERMANENT SEEDING SPECIFICATION FORMULA B - RESIDENTIAL MIX 50% KENTUCKY BLUEGRASS MIXTURE

30% CREEPING RED FESCUE OR CHEWING FESCUE 20% PERENNIAL RYEGRASS MIXTURE

STEEP SLOPE SEEDING SPECIFICATION FORMULA C - CONSERVATION MIX 50% NURSERY CROP: OATS IN SPRING, CEREAL RYE IN FALL 10% LITTLE BLUESTEM 7.5% SHOWY TICK-TREFOIL 13.3% PARTRIDGE PEA 10% BIG BLUESTEM 3% CANADA WILDRYE 3.67% BLACK-EYED SUSAN 2% PURPLE TOP 0.5% SMOOTH BLUE ASTER

SEEDING RATE FOR THE ABOVE MIXTURES: 6 LBS/1,000 SY FOR TEMPORARY SEEDING

> 42 LBS/1,000 SY FOR PERMANENT SEEDING 12 LBS/1,000 SY FOR STEEP SLOPE SEEDING (SEE NOTE 5)

- OTHER SEED MIXES, AS MAY BE SPECIFIED ON LANDSCAPE PLANS, SHALL MEET THE REQUIREMENTS AND SEEDING RATES NOTED ON THAT PLAN. THE ABOVE SPECIFICATIONS ARE TO BE USED WHERE SPECIFIC SEED MIXES ARE NOT NOTED. 2. HAY OR STRAW MULCH SHALL BE APPLIED AT THE RATES OF AT LEAST 3.0 TONS PER
- ACRE. STRAW MULCH SHALL BE APPLIED IN LONG STRANDS, NOT CHOPPED OR FINELY BROKEN. HAY OR STRAW MULCH SHALL BE ANCHORED WITH MULCH CONTROL NETTING OR OTHER METHODS TO PREVENT BEING WINDBLOWN. 3. PULVERIZED AGRICULTURAL LIMESTONE AND COMMERCIAL FERTILIZER SHALL BE APPLIED TO
- ALL DISTURBED AREAS WHICH ARE TO BE SEEDED EXCEPT FOR TEMPORARY SEED AREAS ARE THE FOLLOWING RATES: PULVERIZED AGRICULTURAL LIMESTONE - 90 LBS/1,000 SF 10-20-20 ANALYSIS COMMERCIAL FERTILIZER - 20 LBS/1,000 SF
- NOTE: APPLICATION OF LIME AND FERTILIZER FOR TEMPORARY SEEDING IS UNNECESSARY AND ONLY SERVES TO CONTRIBUTE TO AN OVERABUNDANCE OF NUTRIENT POLLUTION IN THE PERMANENT SEEDING SHALL TAKE PLACE FROM MARCH 15 TO JUNE 1 OR FROM AUGUST 1
- TO OCTOBER 15. IF COMPLETED AT IN OTHER SEASONS, AREAS SHALL RECEIVE TEMPORARY SEEDING AND 3.0 TONS PER ACRE MULCH. 5. STEEP SLOPE AREAS, CONSIDERED SLOPES GREATER THAN 3:1, SHALL BE PROTECTED FROM EROSION BY ONE OF THE FOLLOWING METHODS. MANUFACTURER'S RECOMMENDATIONS
- SHALL BE FOLLOWED FOR PARTICULAR METHOD AND SPECIFIC SITE CONDITIONS. FLEXIBLE GROWTH MEDIUM: SHALL BE HYDRAULICALLY APPLIED COMBINATION OF SEED MULCH, AND EROSION PROTECTION MATERIAL SIMILAR TO "FLEXTERRA" BY ACF OR EQUAL

EROSION CONTROL MATTING: SHALL BE TEMPORARY MATTING SIMILAR TO SC350 BY NORTH AMERICAN GREEN OR EQUAL BY OTHER MANUFACTURER.

SEEDING & MULCHING SCHEDULE ABOVE IS FOR GENERAL LAWN AREAS. SEE

STREAM RESTORATION AND LANDSCAPE PLANS FOR ADDITIONAL SEED MIXES.

> COMPOST SOCK SHALL BE "SILTSOXX" AS SUPPLIED BY MCS INC. (1971 N. BLACK HORSE PIKE, WILLIAMSTOWN, NJ 08094, 856-629-1044, www.mcsnjinc.com) OR EQUAL PRODUCT BY OTHER

2. FOR INSTALLATIONS ON EXISTING PAVEMENT, CINDER BLOCKS ON DOWNSTREAM SIDE MAY BE USED IN LIEU

OF WOOD STAKES TO ANCHOR THE SOCKS.

MATERIAL SHALL BE MIXED WITH ONSITE SOIL/TOPSOIL AND SPREAD ON THE SITE AS DETÁILED IN SEEDING AND MULCHING SCHEDULE

UPON COMPLETION OF THE PROJECT, COMPOST

4. SOCK FABRIC SHALL BE 5mil PHOTO-DEGRADABLE,

5. INFILL MATERIAL SHALL BE WEED FREE COMPOST

FOLLOWING REQUIREMENTS:

ORGANIC MATTER CONTENT

MOISTURE CONTENT

SOLUBLE SALT

HDPE FOR INSTALLATIONS LESS THAN 9 MONTHS. FOR PROJECTS WITH LONGER DURATIONS, SOCKS

SHALL BE MULTI-FILAMENT POLYPROPYLENE FABRIC.

DERIVED FROM WELL-DECOMPOSED ORGANIC MATTER. COMPOST SHALL BE PRODUCED USING AEROBIC COMPOSTING PROCESS MEETING CFR 503

REGULATIONS. COMPOST MATERIAL SHALL MEET THE

ORGANIC PORTION FIBROUS & ELONGATED

PARTICLE SIZE 30-50% PASS 3/8" SIEVE

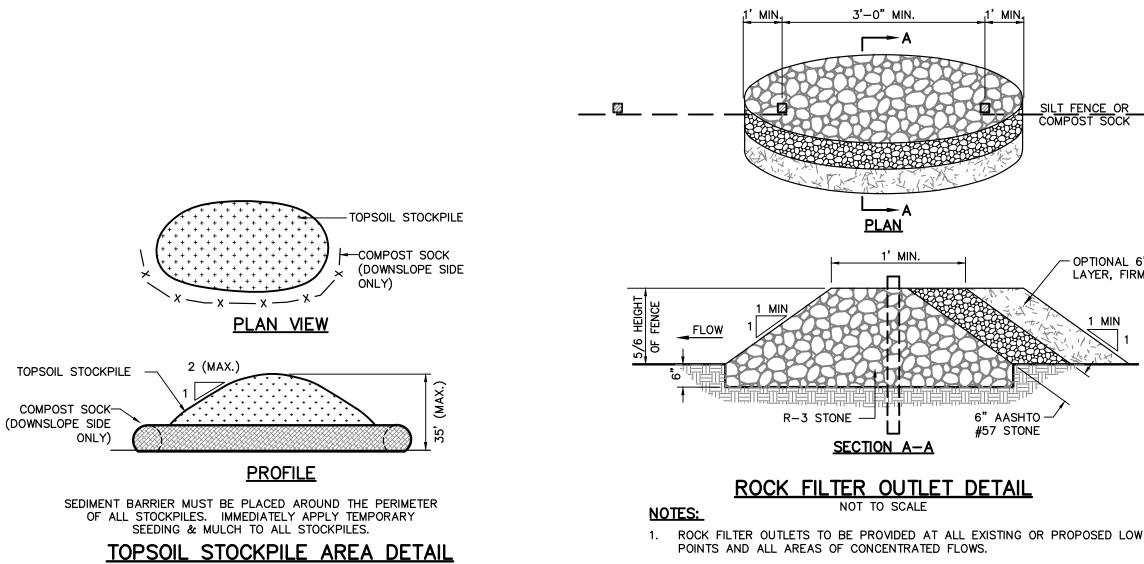
25% - 100%

5.5 - 8.5

30% - 60%

5.0 dS/m MAXIMUM

MANUFACTURER.



NOT TO SCALE

STAKE ON CL, 10' O.C. LINEAL SPACING PLAN VIEW: SLOPE PROTECTION (SILT FENCE) 3 2"x2" WOOD STAKE, 10' ON CENTER -COMPOST SOCK. SEE PLAN VIEW FOR SIZE(S) \_ Work Area BLOWN /PLACED FILTER MEDIA — ALL BRUSH & HERBACEOUS PLANTS ALONG COMPOST SOCK AREA SHALL BE REMOVED AND/OR CUT DOWN -TO GROUND LEVEL PRIOR TO INSTALLATION COMPOST SOCK(S).

Area to be Protected 6. COMPOST SOCKS SHALL BE PLACED AT LEVEL GRADE

Flow

SECTION VIEW: COMPOST SOCK INSTALLATION

AND BOTH ENDS EXTENDED 8' MIN. UP SLOPE AT 45° 7. ACCUMULATED SEDIMENT SHALL BE REMOVED WHENIT REACHES 1/2 THE ABOVE GROUND HEIGHT OF THE BARRIER AND DISPOSED OF IN APPROVED UPLAND

COMPOST SOCK "SILT FENCE" DETAIL

NOT TO SCALE

SEAL THIS WITH ASSOCIATES, | SSIONAL USER. PROJEC OR USE IS PROM PROFES ON BY AND TION (

SHEA

REGISTERED PROFESSIONAL Sharon K. Dotts ENGINEER PF-045420-F

NOTES

REHABII CREEK SPRING



ILMORE & ASSOCIATES, INC RING & CONSULTING SERVICES ROJECT No.: 1403043

DWNERS INFO: PERKASIE BOROUGH 620 W CHESTNUT ST, BOX 9 PERKASIE. PA 18944 215-257-5065

MUNICIPAL FILE No.: 1403043 AX MAP PARCEL No .: 3-09-56, 33-10-24, 33-10-0 33-10-07, 33-09-56-1 TAL AREA: TOTAL LOTS: PER LOD

7/02/24 N.T.S. RAWN BY: CHECKED BY: XXX XXX SHEET NO.:

10 of 10



### **BOROUGH OF PERKASIE**

#### **MEMORANDUM**

DATE: September 25, 2025

TO: Andrea Coaxum, Borough Manager

Council Members Mayor Hollenbach

Rebecca Deemer, Finance Director

FROM: Jeffrey Tulone, Public Works Director

Jeffrey Tulone

RE: 2025-2026 Rock Salt Bids

Attached to this memo is the final tabulation of salt bids received through the Bucks County Consortium for de-icing operations during the 2025-2026 season. The lowest bidder was Morton Salt, Inc., with a price of \$61.86 per ton delivered.

The Borough purchased rock salt from the Bucks County Consortium last year for \$60.95 per ton, so this year's price will include an increase of \$.91 per ton. Below is a list of salt prices over the last 5 years, to give Council an idea of the cost history:

\$47.75 per ton
\$57.88 per ton
\$67.76 per ton
\$66.00 per ton
\$60.95 per ton

I also have attached the tabulation of salt bids received through the Co-Stars Program with the State. The lowest bidder was Cargill, Inc., with a price of \$81.46 per ton delivered, so the Co-Stars price is \$19.60 more than the price from the Bucks County Consortium's lowest bidder.

The Borough currently has a full bin of 800 tons of salt. The minimum amount of salt we purchase each season is approximately 400 tons, which could be more, weather depending.

At this time, I am requesting that Council authorize the Public Works Department to purchase rock salt for the 2025-2026 season through the Bucks County Consortium from Morton Salt, Inc. in the amount of \$61.86 per ton delivered.

### **BOROUGH OF DOYLESTOWN**

**Bucks County, Pennsylvania** 



NONI WEST, Mayor JACK O'BRIEN, President AMY POPKIN, Vice President JOHN H. DAVIS, Manager

#### Salt Bid Results for 2025-2026 Season

Bids were opened and publicly read for the purchase of Rock Salt for the 2025-2026 season on **Wednesday, August 13, 2025**. Below is a tabulation of Bids received

		Delivered <u>Price Per Ton</u>	Undelivered <u>Price Per Ton</u>
1.	Morton Salt, Inc	\$ 61.86	\$ 61.00
2.	Eastern Salt Company	\$ 89.90	\$ 89.90
3.	Riverside Construction	\$ 64.50	\$ 64.50
4.	American Rock Salt	No Bid	
5.	Cargill	No Bid	
6.	Compass Minerals	No Bid	

#### 4600016537 - American Rock Salt

County	Cumulative Estimate	County Bid Price
Allegheny	99,740	\$91.44
Armstrong	9,834	\$92.00
Bedford	9,684	\$105.22
Berks	29,362	\$80.16
Blair	16,900	\$94.69
Bradford	13,482	\$77.95
Cambria	32,163	\$99.18
Centre	17,857	\$99.17
Chester	22,258	\$84.69
Clearfield	13,616	\$93.01
Clinton	7,423	\$97.93
Dauphin	16,246	\$94.57
Elk	5,590	\$98.40
Fayette	20,937	\$89.04
Forest	1,059	\$84.33
Fulton	4,994	\$104.35
Greene	8,114	\$96.14
Indiana	17,585	\$93.99
Jefferson	10,333	\$82.22
Juniata	2,241	\$102.65
Lackawanna	40,692	\$86.74
Lancaster	12,035	\$83.69
Lebanon	12,460	\$92.00
Lehigh	27,351	\$90.64
McKean	10,570	\$74.41
Mifflin	3,632	\$111.10
Monroe	23,809	\$84.67
Montour	3,504	\$88.24
Northampton	34,594	\$85.06
Northumberland	10,799	\$95.15
Perry	5,117	\$103.49
Schuylkill	24,693	\$90.87
Snyder	4,534	\$99.42
Somerset	24,440	\$97.61
Sullivan	3,419	\$80.37
Union	5,120	\$86.90
Washington	44,250	\$90.65

#### 4600016538 - Cargill, Inc.

County	Cumulative Estimate	County Bid Price
Beaver	21,455	\$89.59
Bucks	15,703	\$81.46
Cameron	1,522	\$94.02
Carbon	9,946	\$96.26
Columbia	9,561	\$84.95
Franklin	7,177	\$100.21
Huntingdon	7,018	\$102.49
Lawrence	19,165	\$80.34
Luzerne	57,710	\$90.70
Lycoming	16,249	\$78.49
Montgomery	27,398	\$80.91
Pike	12,323	\$95.02
Potter	2,539	\$78.70
Susquehanna	20,673	\$70.53
Tioga	11,399	\$69.40
Wayne	11,538	\$84.54
Wyoming	6,238	\$81.68

#### 4600016539 - Morton Salt

County	Cumulative Estimate	County Bid Price
Adams	4,226	\$90.88
Clarion	9,563	\$82.16
Cumberland	7,056	\$94.54
Philadelphia	14,200	\$84.27

#### 4600016540 - Compass Minerals

County	Cumulative Estimate	County Bid Price
Butler	44,099	\$94.57
Crawford	13,393	\$67.90
Erie	41,243	\$59.62
Mercer	20,123	\$69.43
Venango	10,604	\$74.15
Warren	5 681	\$75.27

4600016542 - Eastern Salt									
County	Cumulative Estimate	County Bid Price							
Delaware	10,874	\$84.51							
York	21,600	\$83.50							

#### 2025-26 Sodium Chloride, (Bulk Road Salt) Renewal Summary

#### American Rock Salt Co. (4600016537)

- Agreed to a 1-year renewal term (August 1, 2025 July 31, 2026)
- Agreed to waive storage fees and to release COSTARS members from their outstanding tonnage required to meet 60% minimum for the 2024-25 season.

#### Cargill. Inc. (4600016538)

- Agreed to a 2-year renewal term (August 1, 2024 July 31, 2026) following the 2023-24 season.
- As part of the 2-year renewal, agreed to waive storage fees and to release COSTARS members from their outstanding tonnage required to meet 60% minimum for the 2023-24 season as well as the 2024-25 season.

#### Morton Salt (4600016539)

- Agreed to a 1-year renewal term (August 1, 2025 July 31, 2026)
- Agreed to waive storage fees and to release COSTARS members from their outstanding tonnage required to meet 60% minimum for the 2024-25 season.

#### Compass Minerals America (4600016540)

- Agreed to a 1-year renewal term (August 1, 2025 July 31, 2026)
- Agreed to waive storage fees and to release COSTARS members from their outstanding tonnage required to meet 60% minimum for the 2024-25 season.

#### Eastern Salt (4600016542)

- Agreed to a 1-year renewal term (August 1, 2025 July 31, 2026)
- Agreed to waive storage fees and to release COSTARS members from their outstanding tonnage required to meet 60% minimum for the 2024-25 season.

#### PERKASIE BOROUGH RESOLUTION #2025-47

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

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

WHEREAS, Borough Council desires to establish such parking spaces.

THEREFORE, BE IT RESOLVED that the following parking space is established and reserved for handicapped persons or disabled veterans at a space in front of 509 Vine Street, Perkasie.

RESOLVED this $\underline{6^{th}}$ day of October, 2025.	
ATTEST:	BOROUGH OF PERKASIE
By:Andrea L. Coaxum, Secretary	By:

#### Megan McShane

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

Sent: Tuesday, September 30, 2025 4:30 PM

**To:** Andrea Coaxum; Jeff Hollenbach; Jeffrey P. Garton; James Ryder

**Cc:** Megan McShane

**Subject:** HC Parking

Attachments: DETWEILER HC SPOT.pdf

**Importance:** High

Andrea,

Can we get this HC spot on the agenda for 10/6. It is time sensitive as the resident is having surgery on 10/6.

I just received the request this morning. Jeff already has the signs.

Thank you

Robert A. Schurr, M.S.
Chief of Police
Perkasie Borough Police Department
311 S 9<sup>th</sup> St, Perkasie PA 18944

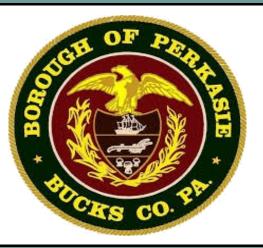






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Calendar Year 2025



Wholesale Power Cost Summary
August 2025



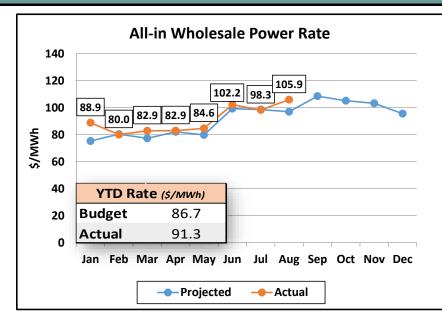


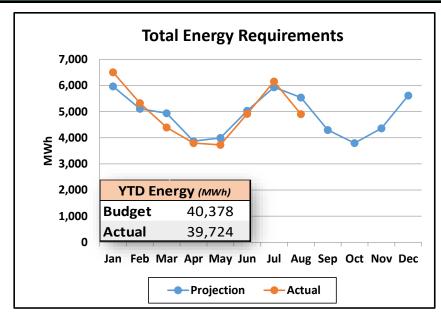


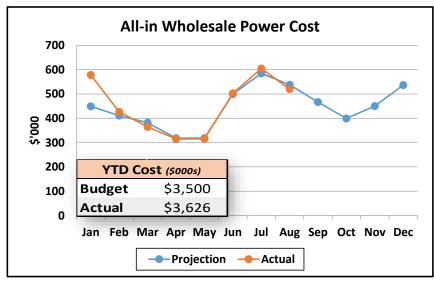


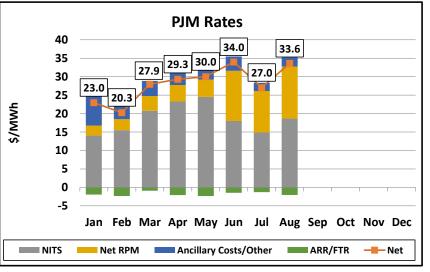


#### 2025 Year to Date Wholesale Power Summary



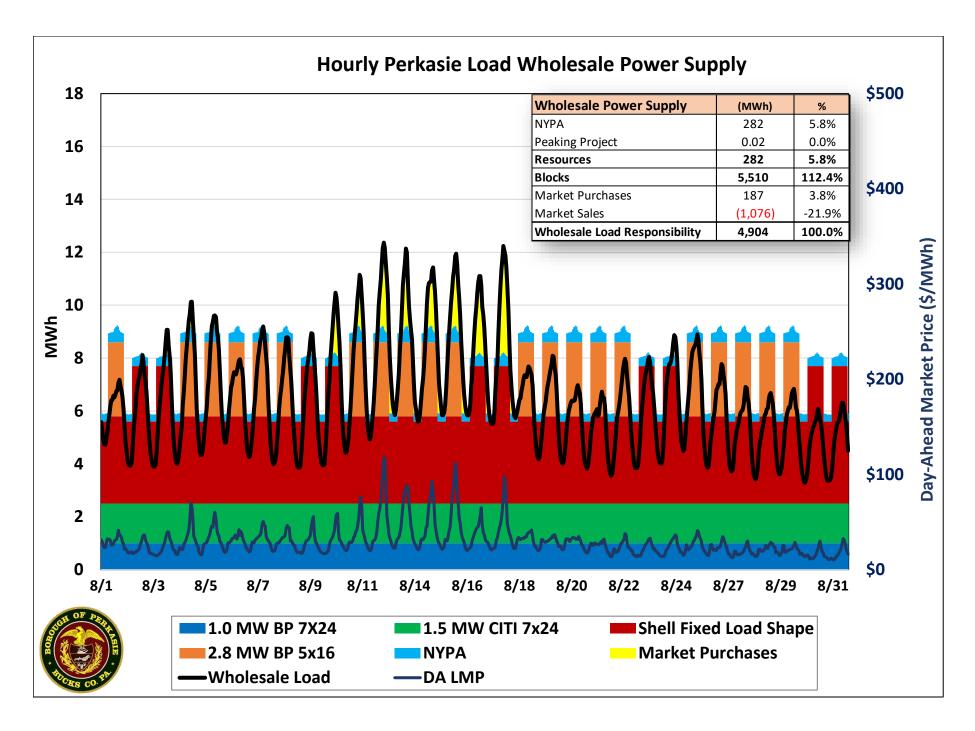


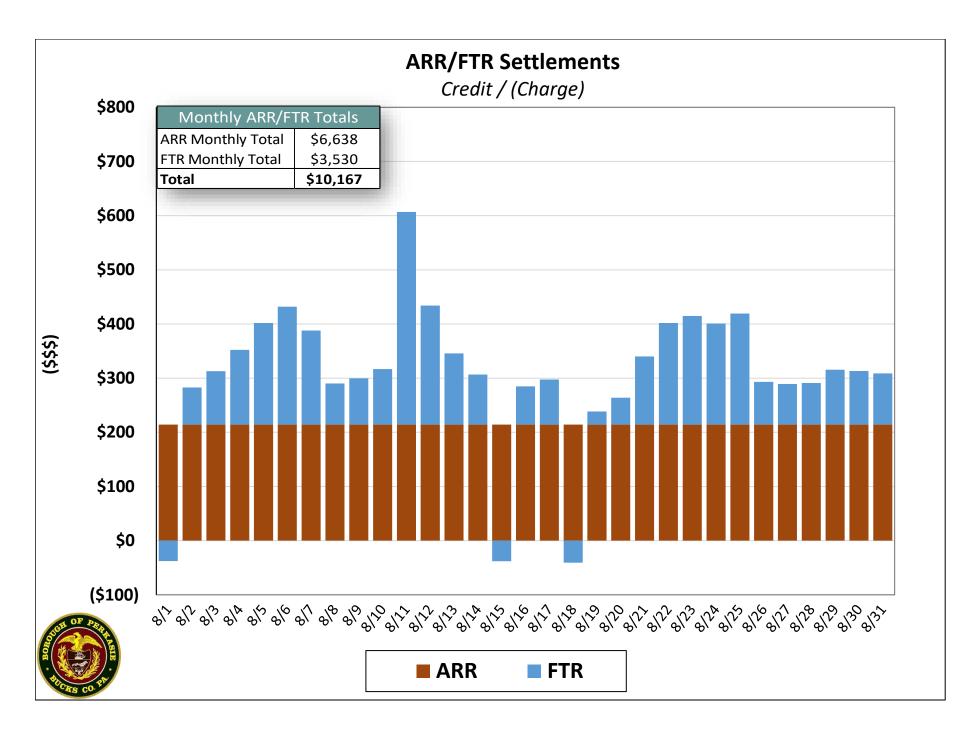




1/ Excludes PJM Market Interaction Costs

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







#### 2025 Year to Date Summary

#### All-In Rate Summary

	Resource Cost <sup>1</sup>		Purchased Blocks <sup>1</sup>		Market Purchases <sup>1</sup> Ma		Market	Market Sales <sup>1</sup> Total Energy Cost		PJM Cost <sup>2</sup>		Miscellaneous Costs <sup>3</sup>		All-In Rate⁴		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	\$47.52	\$50.35	\$64.65	\$63.15	\$31.79	\$26.77	\$56.78	\$58.36	\$22.07	\$20.26	\$1.56	\$1.43	\$80.40	\$80.05	(0.35)
Mar-25	\$178.21	\$129.58	\$44.70	\$44.72	\$50.09	\$51.60	\$29.86	\$31.17	\$52.99	\$53.32	\$22.75	\$27.94	\$1.56	\$1.62	\$77.30	\$82.88	5.59
Apr-25	\$184.00	\$181.78	\$41.47	\$40.70	\$43.37	\$50.30	\$26.72	\$27.25	\$51.99	\$51.97	\$28.54	\$29.29	\$1.61	\$1.69	\$82.14	\$82.95	0.81
May-25	\$181.38	\$166.93	\$39.83	\$40.59	\$48.02	\$43.97	\$24.55	\$25.38	\$50.55	\$52.54	\$27.73	\$30.01	\$1.60	\$2.10	\$79.88	\$84.65	4.76
Jun-25	\$286.74	\$309.02	\$44.57	\$46.67	\$54.90	\$36.08	\$27.32	\$20.54	\$62.56	\$66.70	\$35.13	\$34.00	\$1.57	\$1.52	\$99.25	\$102.23	2.97
Jul-25	\$282.61	\$285.18	\$49.16	\$50.26	\$98.36	\$96.76	\$32.25	\$33.61	\$66.99	\$69.94	\$30.08	\$27.03	\$1.54	\$1.35	\$98.61	\$98.32	(0.29)
Aug-25	\$276.98	\$285.65	\$47.09	\$50.70	\$65.93	\$66.43	\$38.76	\$23.26	\$63.39	\$70.84	\$32.07	\$33.59	\$1.55	\$1.51	\$97.01	\$105.95	8.94
Sep-25	\$353.16	-	\$46.41	-	\$56.72	-	\$32.17	-	\$66.13	-	\$40.82	-	\$1.59	-	\$108.55	-	
Oct-25	\$307.95	-	\$36.32	-	\$57.36	-	\$28.56	-	\$57.52	-	\$45.98	-	\$1.61	-	\$105.12	-	
Nov-25	\$318.90	-	\$42.78	-	\$56.50	-	\$29.73	ı	\$61.41	1	\$40.27	-	\$1.58	-	\$103.26	-	
Dec-25	\$306.79	-	\$48.53	-	\$58.23	-	\$33.51	-	\$62.41	-	\$31.67	-	\$1.54	-	\$95.61	-	
YTD	\$249.51	\$228.71	\$45.75	\$47.63	\$63.20	\$72.55	\$33.56	\$26.22	\$58.05	\$62.01	\$27.08	\$27.72	\$0.02	\$1.55	\$86.69	\$91.28	\$4.60

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

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

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

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



### 2025 Year to Date Summary

### Energy Supply Summary (MWh)

		NYPA		Market P	urchases	Mark	et Sales
	Projected	Actual	Capacity Factor <sup>1</sup>	Projected	Actual	Projected	Actual
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)
Jan-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	267	66%	210	207	(149)	(228)
May-25	277	317	76%	255	107	(100)	(260)
Jun-25	246	286	71%	472	551	(187)	(492)
Jul-25	247	295	71%	374	448	(419)	(402)
Aug-25	254	282	68%	275	187	(529)	(1,076)
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	2,094	2,425	74%	2,602	2,795	(2,009)	(3,344)

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



#### 2025 Year to Date Summary

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

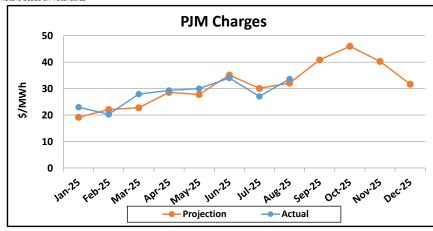
	NITS		Net I	Net RPM <sup>1</sup>		ARR/FTR		Ancillary Services/Other <sup>2</sup>		Total		Contribution to All-In Rate <sup>3</sup>	
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-25	87	91	17	18	-	(13)	11	53	114	149	\$19.14	\$22.96	\$3.81
Feb-25	87	82	17	16	-	(12)	9	22	113	108	\$22.07	\$20.26	(\$1.81)
Mar-25	87	91	17	18	-	(4)	9	18	112	123	\$22.75	\$27.94	\$5.19
Apr-25	87	88	17	17	-	(8)	7	14	111	111	\$28.54	\$29.29	\$0.75
May-25	87	91	17	18	-	(9)	7	12	111	112	\$27.73	\$30.01	\$2.27
Jun-25	87	89	81	67	-	(7)	9	19	177	167	\$35.13	\$34.00	(\$1.12)
Jul-25	87	91	81	69	-	(8)	10	14	178	166	\$30.08	\$27.03	(\$3.05)
Aug-25	87	91	81	69	•	(10)	10	14	178	165	\$32.07	\$33.59	\$1.52
Sep-25	87	-	81	-	-	-	8	-	175	-	\$40.82	-	-
Oct-25	87	-	81	-	-	-	7	-	175	-	\$45.98	-	-
Nov-25	87	-	81	-	-	-	8	-	176	-	\$40.27	-	-
Dec-25	87	-	81	-	-	-	10	-	178	-	\$31.67	-	-
YTD	697	716	325	291	0	(71)	71	165	1,093	1,101	27.08	27.72	0.65

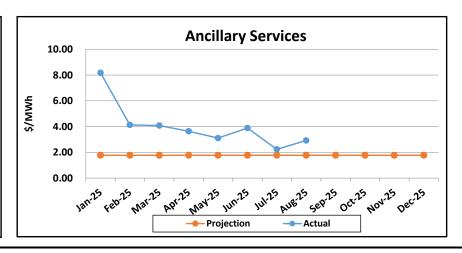
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1/ Net RPM is the RPM Cost less the Generator's RPM Credits.

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

3/ The Rate is based on Total Sales







#### August 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 Summary <sup>1</sup>										
1. AMP	5,540	\$65.37	\$362,096	4,904	\$74.92	\$367,436	(635.32)	\$9.56	\$5,341	
(a) NYPA	254	\$26.39	\$6,716	282	\$14.59	\$4,118	27.84	(\$11.81)	(\$2,598)	
(b) PA Peaking Project	80	\$1,074.02	\$85,922	0.0	-	\$76,526	(79.99)	-	(\$9,396)	
(c) Purchased Blocks	5,539	\$47.09	\$260,868	5,510	\$50.70	\$279,375	(28.80)	\$3.60	\$18,507	
(d) Miscellaneous Costs <sup>2</sup>	5,540	\$1.55	\$8,590	4,904	\$1.51	\$7,417	(635.32)	(\$0.04)	(\$1,173)	
2. PJM	5,540	\$31.64	\$175,285	4,904	\$31.03	\$152,170	(635.32)	(\$0.61)	(\$23,116)	
(a) Market Purchases	275	\$65.93	\$18,152	187	\$66.43	\$12,435	(88.14)	\$0.50	(\$5,717)	
(b) Market Sales	(529)	\$38.76	(\$20,523)	(1,076)	\$23.26	(\$25,016)	(546.24)	(\$15.51)	(\$4,493)	
(c) Charges/(Credits) <sup>3</sup>	5,540	\$32.07	\$177,657	4,904	\$33.59	\$164,751	(635.32)	\$1.52	(\$12,906)	
3. Total Wholesale Power Costs <sup>4</sup> :	5,540	\$97.01	\$537,381	4,904	\$105.95	\$519,606	(635)	\$8.94	(\$17,775)	

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

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

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

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



#### August 2025

				ORS CO.						
			Projection	Total Cost /		Actual	Total Cost /		Delta	Total Cost /
		Billing Unit (MWh)/(MW)	<b>Rate</b> (\$/MWh) / (\$/kW-mo)	(Credit) (\$)	Billing Unit (MWh)/(MW)	<b>Rate</b> (\$/MWh) / (\$/kW-mo)	(Credit)	Billing Unit (MWh)/(MW)	<b>Rate</b> (\$/MWh) / (\$/kW-mo)	(Credit)
.MP										
Resour	ces									
	NYPA									
2.	Fixed Charge	0.6	\$4.13	\$2,309	0.6	\$4.05	\$2,267	0	(80.0)	(\$42)
١.	Energy Charge	254	\$19.58	\$4,982	282	\$5.56	\$1,569	28	(14.02)	(\$3,413)
	Other Adjustments			\$0			\$55	0	0.00	\$55
	Congestion & Losses	254	(\$2.26)	(\$575)	282	\$0.81	\$228	28	3.07	\$803
	All in Cost	254	\$26.39	\$6,716	282	\$14.59	\$4,118	28	(11.81)	(\$2,598)
	PA Peaking Project									
	Fixed Charge	4.8	\$1.80	\$8,640	4.3	\$0.00	\$0	(0)	(1.80)	(\$8,640)
	Energy Charge	80	\$100.00	\$8,000	0.0	\$323.33	\$5	(80)	223.33	(\$7,995)
0.	Congestion & Losses	0	\$0.00	\$0	0.0	\$0.00	\$0	0	0.00	\$0
1.	Other Adjustments	4.8	\$14.43	\$69,282	4.3	\$17.71	\$76,521	(0)	3.28	\$7,240
2.	All in Cost (\$/kW-mo)	4.8	\$17.90	\$85,922	4.3	\$17.71	\$76,526	(0)	(0.19)	(\$9,396)
3.	Total - Resources	334	\$276.98	\$92,638	282	\$285.65	\$80,644	(52)	8.67	(\$11,993)
urchas	sed Blocks									
4.	BP 1.0 MW 7x24 (PPL)									
5.	Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
6.	Congestion & Losses	744	(\$1.84)	(\$1,369)	744	\$1.52	\$1,132	0	3.36	\$2,501
.7.	All in Cost	744	\$32.87	\$24,456	744	\$36.23	\$26,956	0	3.36	\$2,501
8.	BP 2.8 MW 5x16 (PPL)									
.9.	Energy Charge	1,030	\$40.91	\$42,154	941	\$40.91	\$38,488	(90)	0.00	(\$3,666)
20.	Congestion & Losses	1,030	(\$3.29)	(\$3,392)	941	\$1.55	\$1,455	(90)	4.84	\$4,846
1.	All in Cost	1,030	\$37.62	\$38,762	941	\$42.46	\$39,943	(90)	4.84	\$1,181
		·					. ,	, ,		, ,
2.	Shell Fixed Load Shape 2x16 (PPL									
23.	Energy Charge	666	\$64.85	\$43,164	832	\$64.85	\$53,955	166	0.00	\$10,791
24.	Congestion & Losses	666	(\$0.46)	(\$307)	832	\$1.49	\$1,239	166	1.95	\$1,546
5.	All in Cost	666	\$64.39	\$42,857	832	\$66.34	\$55,194	166	1.95	\$12,337
6.	Shell Fixed Load Shape 5x16 (PPL	)								
7.	Energy Charge	1,214	\$64.85	\$78,754	1,109	\$64.85	\$71,906	(106)	0.00	(\$6,848)
28.	Congestion & Losses	1,214	(\$3.29)	(\$3,997)	1,109	\$1.55	\$1,714	(106)	4.84	\$5,712
9.	All in Cost	1,214	\$61.56	\$74,757	1,109	\$66.40	\$73,620	(106)	4.84	(\$1,137)
0.	Shell Fixed Load Shape 7x8 (PPL)									
1.	Energy Charge	769	\$64.85	\$49,857	769	\$64.85	\$49,759	0	0.00	(\$97)
2.	Congestion & Losses	769	(\$0.46)	(\$354)	769	\$1.51	\$1,160	0	1.97	\$1,515
3.	All in Cost	769	\$64.39	\$49,502	769	\$66.23	\$50,920	0	1.84	\$1,417
4.	CITI 1.5 MW 7x24 (PPL Resid)									
5.	Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
86.	Congestion & Losses	1,116	(\$1.84)	(\$2,053)	1,116	\$0.14	\$155	0	1.98	\$2,208
37.	All in Cost	1,116	\$27.36	\$30,534	1,116	\$29.34	\$32,742	0	1.98	\$2,208
38.	Total - Purchased Blocks	5,539	\$47.09	\$260,868	5,510	\$50.70	\$279,375	(29)	3.60	\$18,507

#### **Borough of Perkasie** August 2025 Projection Actual Delta Total Cost / Total Cost / Total Cost / **Billing Unit** Rate **Billing Unit** Rate Billing Unit Rate (Credit) (Credit) (Credit) (\$/MWh)/ (\$/MWh) / (\$/MWh) / (MWh)/(MW) (\$) (MWh)/(MW) (\$) (MWh)/(MW) (\$) (\$/kW-mo) (\$/kW-mo) (\$/kW-mo) Miscellaneous Costs 39. AMP Fees 5,540 \$1.55 \$8,590 4,904 \$1.51 \$7,417 (635)(0.04)(\$1,173)40. Adjustment for Pool Power \$0 \$0 0 0.00 \$0 41. Total - Miscellaneous Costs 5,540 \$1.55 \$8,590 4,904 \$1.51 \$7,417 (635) (0.04)(\$1,173) 42. \$5,341 Total - AMP \$362,096 \$367,436 0 0.00 PJM Charges Market Interaction 275 \$65.93 \$18,152 187 \$66.43 \$12,435 (88) \$0.50 Net Market Purchases (\$5,717)45. Day-Ahead Purchases 176 \$61.03 \$10,767 176 \$61.03 \$10,767 46. **Balancing Purchases** 55 \$55.33 \$3,029 55 \$55.33 \$3,029 47. (529) \$38.76 (\$20,523) (1,076)\$23.26 (546)(\$15.51) Net Market Sales (\$25,016) (\$4,493)48. Day-Ahead Sales (1,013)\$23.11 (\$23,403) (1013)\$23.11 (\$23,403) 49. **Balancing Sales** (107)\$27.79 (\$2,974) (107)\$27.79 (\$2,974)50. NITS 14 \$6.07 \$87,125 10 \$9.24 \$91,463 (4) \$3.17 \$4,338 51. Other Transmission Charges 14 \$0.00 \$0 10 \$0.84 \$8,335 (4) \$0.84 \$8,335 52. **RPM Capacity** 53. 16 \$5.50 \$85,316 9 \$8.40 (6) \$2.90 **RPM Charge** \$74,170 (\$11,145) 54. **RPM Credit** (\$4,589) (\$5,020) (\$431) 55. Net RPM \$80,726 \$69,150 (\$11,576) 56. 5,540 \$1.77 \$9,805 4,904 \$0.77 \$3,790 (635) (\$1.00) (\$6,015) Ancillary 57. ARR/FTR Credits 5,540 \$0.00 \$0 4,904 (\$2.07)(\$10,167) (635)(\$2.07) (\$10,167) 58. **Administration Charges** 5,540 \$0.00 \$0 4,904 \$0.44 \$2,180 (635)\$0.44 \$2,180 59. True-Up Load Reconciliation \$0 \$0 \$0 \$31.64 60. **Total PJM Charges** 5,540 \$175,285 4,904 \$31.03 \$152,170 (635)(\$0.61) (\$23,116)



## **BOROUGH OF PERKASIE**

#### **MEMORANDUM**

DATE: October 1, 2025

TO: Borough Council

FROM: Harold Stone, Electric Department Superintendent

RE: Nockamixon State Park; Utility pole request

We have received a letter addressed to the Borough Council from Obie Derr, Park Manager at Nockamixon State Park, requesting assistance with a project to establish a nesting site for Osprey within the park system.

From the Electric Department's perspective, providing a used utility pole to support this initiative would not be an issue. We currently have several used poles approximately 40-43 feet in length that could still have additional service life if used for a project such as this. These poles were from various projects, including the removal from Kulp Field Baseball lighting and the Callowhill/Glassworks project (used to bring power into the former PRA property). Supplying this pole could also help reduce disposal costs for the Borough.

If the Council approves supporting this project, the delivery and installation are estimated to take approximately three hours. This would involve the use of the line truck, possibly a bucket truck, and 2-3 linemen.

If approved, I would also support this initiative, which presents an opportunity for the Borough to work with a neighboring community and state park, while hopefully contributing to local wildlife habitat.

Harold Stone Electric Department Superintendent



September 22, 2025

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

RE: Utility Pole for Osprey Nesting Platform at Nockamxion State Park

Dear Perkasie Borough Council:

The Park is currently working on a project to establish a nesting site for Ospreys within the park. I understand that the Borough may have older wooden utility poles available that could be repurposed for this effort.

We are specifically looking for a pole that still has some remaining structural life, as our hope is for it to serve as a long-term home for the Ospreys. Ideally, the pole would be as tall as possible (35'-40'). These birds feel more secure nesting at greater heights, increasing the likelihood of them adopting the site.

Our goal is to have the nesting platform installed before the end of the year, as Ospreys typically begin preparing their nests in late winter. We have a local volunteer who will construct the nesting platform that goes at the top of the pole ahead of time, so once the pole is delivered, we anticipate a quick turnaround to have it installed. The planned location is near the marina, just off the parking lot, which will provide convenient access while also giving visitors an excellent opportunity to observe these magnificent birds in their natural habitat.

We greatly appreciate your consideration in supporting this initiative to enhance local wildlife habitats. This effort not only contributes to conservation but also enriches the experience of the many visitors who come to enjoy the natural beauty of our region.

Thank you for your time and support.

Please contact me at oderr@pa.gov, or 215-529-7300.

Sincerely,

Obie Derr

Park Manager, Nockamixon State Park

conserve

sustain

enjoy

#### States threaten to leave PJM without expanded role in grid operator

"If PJM refuses to change, we will be forced to go in a different direction," said Pennsylvania Gov. Josh Shapiro, a Democrat.

Published Sept. 23, 2025

Republican and Democratic governors of PJM Interconnection states on Monday threatened to pull out of the grid operator's markets unless states are given a role in governing the organization.

"If PJM refuses to change, we will be forced to go in a different direction," Pennsylvania Gov. Josh Shapiro, a Democrat, said at a day-long, state-led conference in Philadelphia. "That is not a path that I am eager to chart, but I am not willing to stand idly by and let PJM dictate our future."

Virginia Gov. Glenn Youngkin, a Republican, also said his state was prepared to leave PJM, which runs the grid and wholesale power markets where 67 million people live across 13 Mid-Atlantic and Midwest states and the District of Columbia.

"This is a crisis of not having enough power, and it is a crisis in confidence," Youngkin said. "It's this crisis that demands real reform, real reform immediately — and at the top of the list is that states must have a real say."

Maryland Gov. Wes Moore, a Democrat, and New Jersey Gov. Phil Murphy, a Democrat, also called for giving states a larger role at PJM.

Unlike in grid organizations such as the Southwest Power Pool and the Midcontinent Independent System Operator, states in PJM lack a formal role in PJM governance.

Governors have sharpened their focus on PJM since capacity prices spiked in a July 2024 auction and <u>again this year</u>, leading to double digit electric bill increases in some states. The jump in capacity prices is partly driven by PJM's forecast for data center additions in parts of its footprint.

In <u>a Sept.10</u> letter to PJM's board, a bipartisan group of governors called for increased state representation at PJM, an increased focus on consumer interests and reforms to the grid operator's stakeholder processes.

Eleven PJM states plan to form a "governors' collaborative" to work on PJM issues, Jacob Finkel, a Shapiro aide, said at the meeting. They include Delaware, Illinois, Indiana, Maryland, Michigan, Ohio, Pennsylvania, New Jersey, North Carolina, Tennessee and Virginia. Reforms that would give states a larger role at PJM need to occur in "months, not years," Shapiro said in a press briefing.

#### PJM open to discussions, independent producers oppose states' request

PJM is open to discussing potential reforms, but that "could take some time," Manu Asthana, PJM president and CEO, said at the meeting.

Any changes would need to be approved by PJM's Members Committee, which represents the grid operator's members, or be done through a complaint filed with the Federal Energy Regulatory Commission, according to Asthana.

In a statement, PJM said its governance structure with a nine-member board has allowed the grid operator to deliver up to \$4 billion in annual savings for the region it serves. Also, meeting the demands of the fast-changing energy landscape "will require PJM, the industry and especially our states all working in concert," the grid operator said.

The governors' demands met with pushback from the Electric Power Supply Association, a trade group for independent power producers that opposes giving states a governance role at PJM.

"The recent actions to cap the capacity auction results was the opening salvo of a campaign to exert control over the non-partisan regional grid operator by elected officials pursuing short-term political wins ahead of the midterm election," EPSA President and CEO Todd Snitchler said Monday in a press release.

Giving states a bigger role at PJM will lead to "red tape, gridlock, and a stifling of critically needed investment," Snitchler said. Instead, states should streamline their permitting requirements for natural gas infrastructure and scale back policies that cause power plants to retire, he said.

#### **FERC filing rights**

Participants at the conference called for at least two major reforms: giving states the right to file PJM-related proposals at the Federal Energy Regulatory Commission, and a role in selecting board members.

Having Federal Power Act section 205 "filing rights" — even if they are rarely used — gives states influence in a grid operator's policy discussions, according to Heather Hunt, executive director of the New England States Committee on Electricity, a group representing the region's governors.

NESCOE is able to present proposals to FERC through "jump ball" filings that are offered alongside proposals from ISO New England.

"NESCOE is able to use that jump ball, and does so, actually, very rarely," Hunt said. "The fact that it exists, though, is very powerful ... It's a little bit of an enticement for ISO to listen hard to states."

Citing his experience with MISO, Dan Scripps, Michigan Public Service Commission chair, echoed Hunt's comments.

"The biggest impact on that is not the fact that we file, because we very rarely do — it's how states then show up in the cost allocation conversation, and increasingly, the [transmission] planning conversation," Scripps said. "Because that [filing right is] there in the background, the conversation is just fundamentally different."

Scripps called for making states partners with PJM.

"If you're locked out, you end up ... throwing rocks from the outside, whereas if you're brought in and you're centrally involved ... it's a different conversation," Scripps said. States need to be "key partners" with PJM, according to Abe Silverman, an assistant research scholar at Johns Hopkins University and former general counsel and executive policy counsel for the New Jersey Board of Public Utilities.

PJM should give states a role in selecting the grid operator's board members, with a preference for people who live in PJM, and with at least one seat dedicated to a former or current state regulator within the PJM footprint, Silverman said. States should also have the right to file proposals at FERC, he added.

"Bringing that political perspective into the process is incredibly valuable," Silverman said. "The idea that PJM states should just sit there and take it is just not right."

States should ask PJM to consult with the Organization of PJM States Inc., which represents state utility commissions, before the grid operator makes resource adequacy-related proposals at FERC, according to Kent Chandler, a senior fellow at the R Street Institute, a public policy think thank based in Washington, D.C., and former member of the Kentucky Public Service Commission.

If OPSI doesn't like PJM's proposal, the group could file an alternate proposal to be filed alongside the PJM plan, he said.

"It would provide ... real ownership from the states," Chandler said. "It would keep them from sniping from the sideline, and it would say, 'Put your money where your mouth is. If you have issues with our proposal, come up with your own."

# PERKASIE BOROUGH RESOLUTION NO. 2025-44

A RESOLUTION OF THE BOROUGH COUNCIL IN AND FOR THE BOROUGH OF PERKASIE, BUCKS COUNTY, COMMONWEALTH OF PENNSYLVANIA, APPROVING THE STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT FOR THE CASADONTI HOMES GRANDVIEW AVENUE PROJECT

WHEREAS, **JOSEPH S. AND HANNAH A. CASADONTI** (collectively "Landowner") are the owners of certain real property in the Borough of Perkasie, identified as Bucks County Tax Parcel No. 33-006-138; and

WHEREAS, Landowner submitted a Grading Permit Plan for the Property pursuant to plans entitled Permit Plan for Casadonti Homes for Grandview Avenue, prepared by Holmes Cunningham, LLC, consisting of two (2) sheets, dated March 21, 2025, and last revised July 28, 2025; and

WHEREAS, Landowner proposes to construct a single-family dwelling with related improvements; and

WHEREAS, the Property has been designed with certain stormwater management improvements; and

NOW THEREFORE BE IT RESOLVED, by the Borough Council of the Borough of Perkasie, that the Borough Council hereby approves the Stormwater Controls and Best Management Practices Operations and Maintenance Agreement for the Casadonti Homes – Grandview Avenue Project, and authorizes the Borough Council President and Borough Manager to execute the Agreement.

	THIS	RES	OLU	TION	WAS	DULY	AD	OPTED	by 1	the	Perkasie	Borough	Council	on th	1e
6 <sup>th</sup> day	y of Oct	tober,	2025	5.											

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

Prepared by: Jeffrey P. Garton, Esquire

Begley, Carlin & Mandio, LLP 680 Middletown Boulevard Langhorne, PA 19047

Return to: Jeffrey P. Garton, Esquire

**BEGLEY, CARLIN & MANDIO, LLP** 

680 Middletown Boulevard Langhorne, PA 19047

TMP: 33-006-138

# STORMWATER CONTROLS AND BEST MANAGEMENT PRACTICES OPERATIONS AND MAINTENANCE AGREEMENT

### WITNESSETH

WHEREAS, the Landowner is the owner of certain real property, in the Borough of Perkasie, Bucks County, Pennsylvania, identified as Bucks County Tax Map Parcel No. 33-006-138 (hereinafter the "Property"); and

WHEREAS, the Landowner submitted a Grading Permit Plan for the Property pursuant to plans entitled Permit Plan for Casadonti Homes for Grandview Avenue, prepared by Holmes Cunningham, LLC, consisting of two (2) sheets, dated March 21, 2025 and last revised July 28, 2025; and,

WHEREAS, the Landowner proposes to construct a single-family dwelling with related improvements;

WHEREAS, the Property has been designed with certain stormwater management improvements; and

WHEREAS, the Stormwater BMP Operations and Maintenance Plan approved by the Borough (hereinafter referred to as the "Plan") for the property identified herein, which is attached hereto as Exhibit "A" and made part hereof, as approved by the Borough, provides for management of stormwater within the confines of the Property through the use of Best Management Practices (BMPs); and

WHEREAS, the Borough, and the Landowner, its successors and assigns, agree that the health, safety, and welfare of the residents of the Borough and the protection and maintenance of water quality require that on-site stormwater Best Management Practices be constructed and maintained on the Property; and

WHEREAS, for the purposes of this agreement, the following definitions shall apply:

BMP(s) – "Best Management Practices", activities, facilities, designs, measures or procedures used to manage stormwater impacts from land development, to protect and maintain water quality and groundwater recharge and to otherwise meet the purposes of the Municipal Stormwater Management Ordinance, including but not limited to infiltration trenches, seepage pits, filter strips, bioretention, wet ponds, permeable paving, rain gardens, grassed swales, forested buffer, sand filters and detention basins; and

WHEREAS, the Borough requires, through the implementation of the Plan, that the BMPs be constructed and adequately operated and maintained by the Landowner, its successors and assign.

**NOW THEREFORE**, in consideration of the foregoing promises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto agree as follows:

- 1. The BMPs shall be constructed in accordance with the plans and specifications identified in the Plan.
- 2. The Landowner shall operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Borough and in accordance with the specific maintenance requirements noted on the Plan.
- 3. The Landowner hereby grants permission to the Borough, its authorized agents and employees, to enter upon the Property, at reasonable times and upon presentation of proper identification, to inspect the BMP(s) whenever it deems necessary. Whenever possible, the Borough shall notify the Landowner prior to entering the Property.
- 4. In the event the Landowner fails to operate and maintain the BMP(s) as shown on the Plan in good working order acceptable to the Borough, the Borough or its representatives may enter upon the Property and take whatever action is deemed necessary to maintain said BMP(s). This provision shall not be construed to allow the Borough to erect any permanent structure on the land of the Landowner. It is expressly understood and agreed that the Borough is under no obligation to maintain or repair said facilities, and in no event shall this Agreement be construed to impose any such obligation on the Borough.
- 5. In the event the Borough, pursuant to this Agreement, performs work of any nature, or expends any funds in performance of said work for labor, use of equipment, supplies, materials, and the like, the Landowner shall reimburse the Borough for all expenses (direct and indirect) incurred within ten (10) days of receipt of an invoice for same from the Borough.
- 6. The intent and purpose of this Agreement is to ensure the proper maintenance of the BMP(s) by the Landowner; provided, however, that this Agreement shall not be deemed to create or effect any additional liability of any party for damage alleged to result from or be caused by stormwater runoff.
- 7. The Landowner, its executors, administrators, assigns, and other successors in interests, shall release the Borough's employees and designated representatives from all damage,

accidents, causalities, occurrences, or claims which might arise or be asserted against said employees and representatives from the construction, presence, existence, or maintenance of the BMP(s) by the Landowner or Borough. In the event that a claim is asserted against the Borough, its designated representatives or employees, the Borough shall promptly notify the Landowner and the Landowner shall defend, at its own expense, any suit based on the claim. If any judgment or claims against the Borough's employees or designated representatives shall be allowed, the Landowner shall pay all costs and expense regarding said judgment or claim.

- 8. The Landowner shall inspect the BMP(s) at a minimum of semi-annually to ensure their continued functioning and provide the Borough with a copy of the Inspection Reports which shall be included in the Borough's Annual MS4 Report that is sent to the PADEP.
- 9. This Agreement shall be recorded at the Office of the Recorder of Deeds of Bucks County, Pennsylvania, and shall constitute a covenant running with the Property and/or equitable servitude, and shall be binding on the Landowner, its administrators, executors, assigns, heirs and any other successors in interest, in perpetuity.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto caused this Amendment to be signed and sealed on the date first upon written.

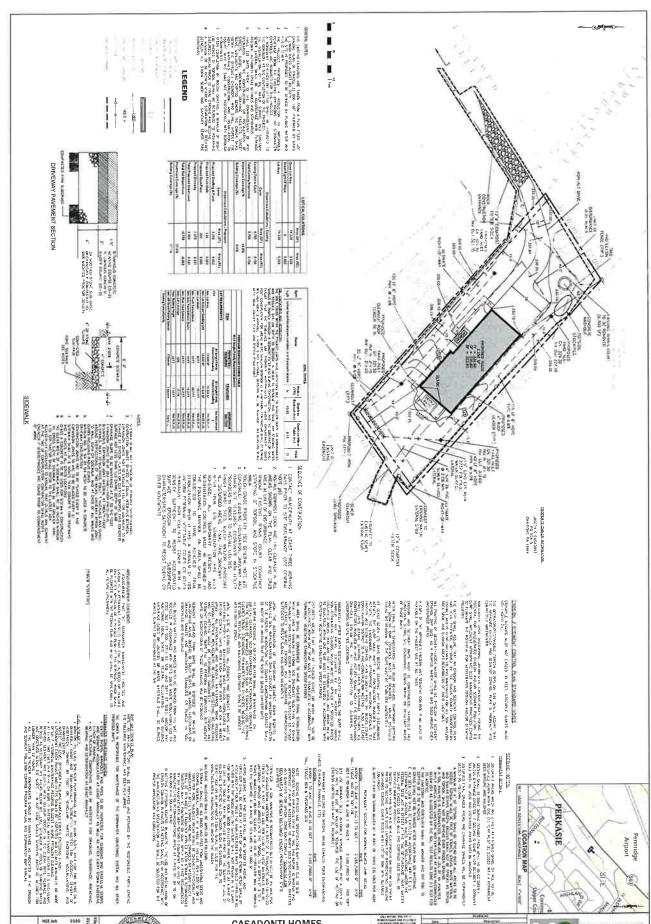
	LANDOWNER:
Witness:	Joseph S. Casadonti Dated:
Witness:	Hannah A. Casadonti Dated:
	BOROUGH COUNCIL OF PERKASIE BOROUGH:
Attest:Andrea L. Coaxum, Manager	By: James Ryder, President
Dated:	Dated:

COMMONWEALTH OF PENNSYLVANIA	<b>⋣</b>
	:
	: ss.
	:
COUNTY OF BUCKS	:
On this day of	, 2025, before me, a notary public of the
Commonwealth of Pennsylvania, personally	
HANNAH A. CASADONTI, known to me (sa	<del>-</del> -
names are subscribed to the within instrument and	
the purposes therein contained.	. <b> </b>
the purposes therein contained.	
IN WITNESS WHEREOF, I hereunto set	my hand and official seal.
II WIINESS WIERESCI, I noteane see	ing mana and official sour
	Notary Public
	My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA	:	
	:	ss.
	<b>(\$</b> )	e e e e e e
COUNTY OF BUCKS	•	
On this day of Commonwealth of Pennsylvania, personally a (satisfactorily proven) to be the person whose nationally of PERKASIE BOROUGH, and acknowledge acknowledge of the purposes therein contained.	appeared	d JAMES RYDER, known to me subscribed to the within instrument on
IN WITNESS WHEREOF, I hereunto set	my hand	d and official seal.
		Notary Public
		My Commission Expires:
COMMONWEALTH OF PENNSYLVANIA	:	
		99
	•	SS.
COUNTY OF BUCKS		
On this day of Commonwealth of Pennsylvania, personally app (satisfactorily proven) to be the person whose n behalf of <b>PERKASIE BOROUGH</b> , and acknown purposes therein contained.	eared <b>A</b> ame is	NDREA L. COAXUM, known to me subscribed to the within instrument on
IN WITNESS WHEREOF, I hereunto set	my hand	d and official seal.
		Notary Public
		My Commission Expires:

# **EXHIBIT "A"**

# **Stormwater BMP Operations and Maintenance Plan**



C1.0





CASADONTI HOMES
TMP# 33-006-138
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

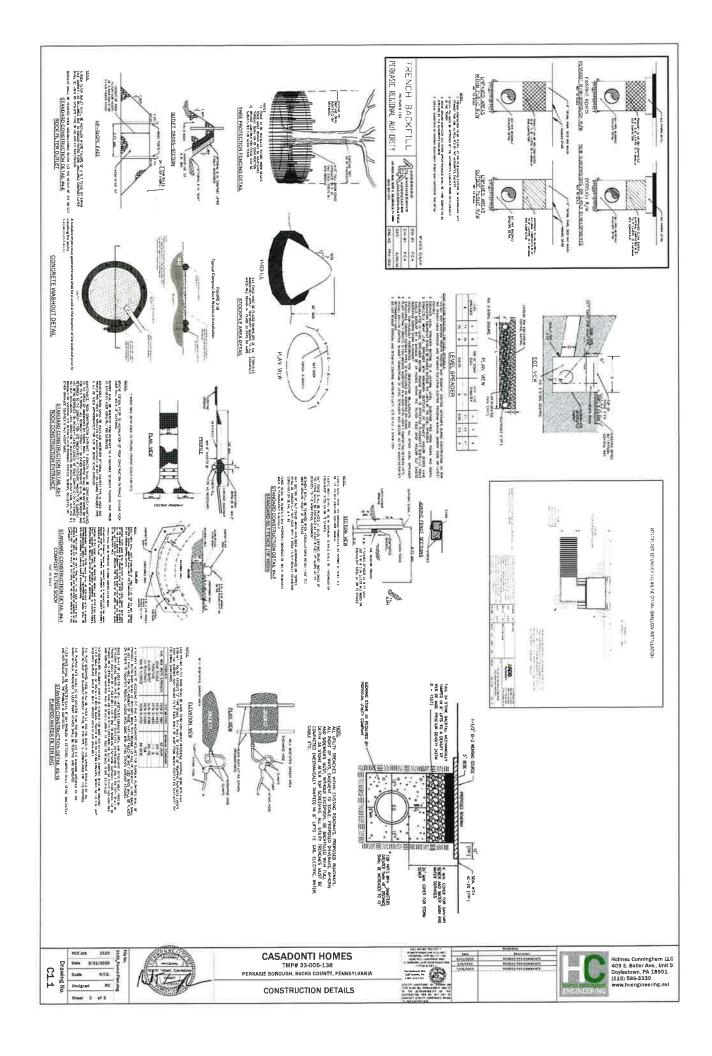
PERMIT PLAN











# PERKASIE BOROUGH ORDINANCE NO.

# AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, AMENDING CHAPTER 180 OF THE PERKASIE BOROUGH CODE OF ORDINANCES PERTAINING TO PARKING REGULATIONS

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

WHEREAS, the Borough of Perkasie, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to restrict parking on West Market Street and South Ninth Street; and

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

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

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

1

<u>SECTION 1</u>. The Perkasie Borough Code of Ordinances (Section 180-43 **Schedule IX: Parking Prohibited at All Times**), is hereby amended as follows:

a. By adding the following no-parking restrictions:

Name of Street	Side	Location
West Market Street	South	From South 3 <sup>rd</sup> Street curb west for 88 feet
West Market Street	North	From South 3 <sup>rd</sup> Street curb west for 80 feet
South 9 <sup>th</sup> Street	East	From Pine Street curb south for 85 feet
South 9 <sup>th</sup> Street	East	From Pine Street curb north for 64 feet

SECTION 2. All ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed, it being understood and intended that all ordinances and the Borough Code of Ordinances that are not otherwise specifically in conflict or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

**SECTION 3.** The Council of the Borough of Perkasie does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance, including this provision.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such provision shall be separate, distinct, and independent, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. The failure of the Borough of Perkasie to enforce any provisions of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

SECTION 6.	This Ordinance shall take	se effect immediately and be in force from and
after its enactment as p	provided by law.	
<u>SECTION 7</u> .	Under the authority con	ferred by the Pennsylvania Borough Code at 8
Pa.C.S.A. § 101 et seq	., and other relevant statu	tory law, the Council of the Borough of Perkasie
in the County of Buc	eks, Commonwealth of P	ennsylvania does hereby enact and ordain this
Ordinance for the Boro	ough of Perkasie.	
Approved by the	Borough Council of th	ne Borough of Perkasie, this day of
	25.	
Attest:		BOROUGH OF PERKASIE
Andrea L. Coaxum, S	Secretary	James Ryder, Council President
Examined and appr	roved this day of	, 2025.

THIS ORDINANCE SHALL BECOME EFFECTIVE IMMEDIATELY UPON ENACTMENT AND SIGNATURE

Jeff Hollenbach, Mayor

# SHAFKOWITZ LAW GROUP, P.C.

(267) 422-3340 (215) 940-9209 (fax)

350 S. Main Street, Suite 308 Doylestown, Pennsylvania 18901 1340 Parkway Ave, Unit B Ewing, New Jersey 08628

E-Mail: dms@shafkowitzlaw.com Reply to Pennsylvania Admitted in PA & NJ

September 12, 2025

VIA Email: cgrillo@perkasieborough.org

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

ATTN: Cassandra L. Grillo, CZO

Re: Appeal to Zoning Hearing Board 505 Constitution Avenue Tax Map Parcel #33-009-001

Dear Ms. Grillo,

As you may be aware this office represents the Applicant, Perkasie Place LLC, with regard to the above captioned matter. As you may further know, the Applicant's pending application is scheduled to be heard before the Borough's Zoning Hearing Board on Monday, September 22, 2025. I would like to take this opportunity to request that the matter be continued to the Board's meeting date of October 27, 2025.

Also, please accept this correspondence on behalf of the Applicant, as a waiver of any of the applicable time frames set forth in the Pennsylvania Municipalities Planning Code with regard to the time frame for the holding hearings and issuance of decisions.

Thank you for your time and attention.

Very truly yours,

Bully

David M. Shafkowitz, Esquire

DMS/mka

cc: Perkasie Place LLC Colby S. Grim



# **BOROUGH OF PERKASIE**

620 W. Chestnut Street PO Box 96 Perkasie, Pa. 18944-0096 Phone (215) 257-5065 (215) 257-6875 Fax

# **APPEAL TO ZONING HEARING BOARD**

lt i	is the app	olicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.							
1.	Date	roperty Address: 505 Constitution Avenue, Perkasie Borough, PA  Troperty Location (With reference to nearby intersections or prominent features):  Intersection at Constitution Avenue and Arbor Blvd							
2.	A. P	roperty Address: 505 Constitution Avenue, Perkasie Borough, PA							
	B. Property Location (With reference to nearby intersections or prominent features):  Intersection at Constitution Avenue and Arbor Blvd								
	C. T	ax Parcel Number (TMP): 33-009-001							
	D. Z	oning District: 1-2 Light Industrial District							
	E. P	resent Use: Vacant land							
3.	Class	ification of Appeal (Check one or more if applicable):							
	$\checkmark$	Request for Variance (Zoning Ordinance 186-101)							
		Request for Special Exception (Zoning Ordinance 186-102)							
		Interpretation of Law							
		Validity Challenge							
		Appeal from Determination of Zoning Officer or Borough Engineer							
4.	Appli	icant:							
	(a)	Name: Perkasie Place LLC							
	(b)	Mailing address: P.O. Box 538, Doylestown, PA 18901							
	(c)	Telephone number: 215-429-4426 Fax No							
	(d)	E-mail address: mtulio@csacinc.net							
	(e)	State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title:  Owner of equitable title							
СОМР	LETED B	Y THE BOROUGH: APPLICATION #DATE FILEDFEE PAIDS							
DATE	ADVERTI	SED DATE POSTED							

5.	App	licant's attorney, if any:
	(a)	Name: David M. Shafkowitz, Esq.
	(b)	Mailing Address: 350 S. Main Street, Suite 308, Doylestown, PA 18901
	(c)	Telephone number: 267-422-3340 Fax No. 215-940-9209
	(d)	E-mail address: dms@shafkowitzlaw.com
6.		posed use/improvements: Applicant is proposing residential apartment buildings uildings, 76 total units)
7.	For 1	Request of Variance:
	A.	Nature of Variance Sought: to permit multifamily dwelling use in the 1-2 Light Industrial district
	and	to permit minium horizontal distance between facing walls less than required.
	В.	The Variance is from Section _see supplemental page of the Zoning Ordinance.
	C.	If more than one Variance is requested, list ALL pertinent ordinance sections and the nature of each Variance sought. This may be submitted on an additional piece of paper.
	D.	The nature of the unique circumstances and unnecessary hardship justifying the variance:
	This	property has not viable use for its current zoning which justifies the use being proposed.
	The A	Applicant shall also present testimony and evidence at the hearing which will satisfy
	the re	equirements for a variance under the PAMPC.
8.	For I	Request For Special Exception:
	A.	Nature of Exception Sought:
	×	
	В.	The exception is allowed under Section of the Zoning Ordinance.
	C.	If more than one Special Exception is requested, List ALL pertinent ordinance sections and the nature of each exception sought. This may be submitted on an additional piece of paper.
9.	Inter	pretation of Law
	A.	Section (s) to be Interpreted:
	В.	Reasoning for Interpretation:

10.	For 0	Challenge to Zoning Ordinance and/or Map							
	A.	The Ordinance and/or Map Challenge is as Follows:							
	В.	B. The Challenge is Ready for Decision because:							
	C.	The Ordinance/Map Challenged is Invalid Because:							
11.	For A	Appeal From Action Of Zoning Officer/Engineer							
	<b>A.</b>	Action Being Appealed:							
	В.	Date of Action Taken:							
	C.	The Foregoing Action was Believed to be in Error Because:							
12.	the p	names and addresses of all property owners whose properties are within a 100 foot radius of roperty which is the subject of this application. (Supplemental sheets of the same size may be hed) attached 100 Foot List							
I (We) inform	hereb	y certify that the above information is true and correct to the best of my (our) knowledge, or belief.							
Signat	ture of	Applicant:							
Signat	ture of	Property Owner:							
	rty owi bject si	ner must sign to indicate that applicant has permission to proceed with this application for te.							
Failur	e to sul	bmit the following items constitutes an incomplete application that will be rejected.							
•	Сору	of the present deed.							
•	Twelv	ve (12) copies of this application including all drawings and documentation.							
•	Fillin	g fee as illustrated below.							

\*See Additional Notes for Pertinent Information Regarding This Application.

### \*Notes:

- (1) For 3(A), (B) or (C), one copy of one or more plans (if size 8 1/2" x 11") or ten copies (if larger than size 8 1/2" x 11") must be attached to the appeal. The plan or plans should be prepared by a professional engineer or surveyor, but the Board will accept any plans which are complete and accurate, provided that if not prepared by a professional engineer or surveyor, the person who prepared the plan must be prepared to state under oath at the formal hearing that the plan is complete and accurate. The plan or plans must contain all information relevant to the appeal, including but not limited to, the following: the property related to a street, the dimensions and area of the lot, the dimensions and location of existing buildings or improvements, the dimensions and locations of proposed uses, buildings or improvements.
- (2) Filing fee, which must accompany this Appeal, and which is not returnable once the Appeal is accepted.

Variance/Special Exception/Interpretations of Law

Residential

\$600.00

Non-residential

\$1,000.00

Note: This application must be filed with the Borough Office by 12 Noon of the last working day of the month to be on the agenda for the following month.

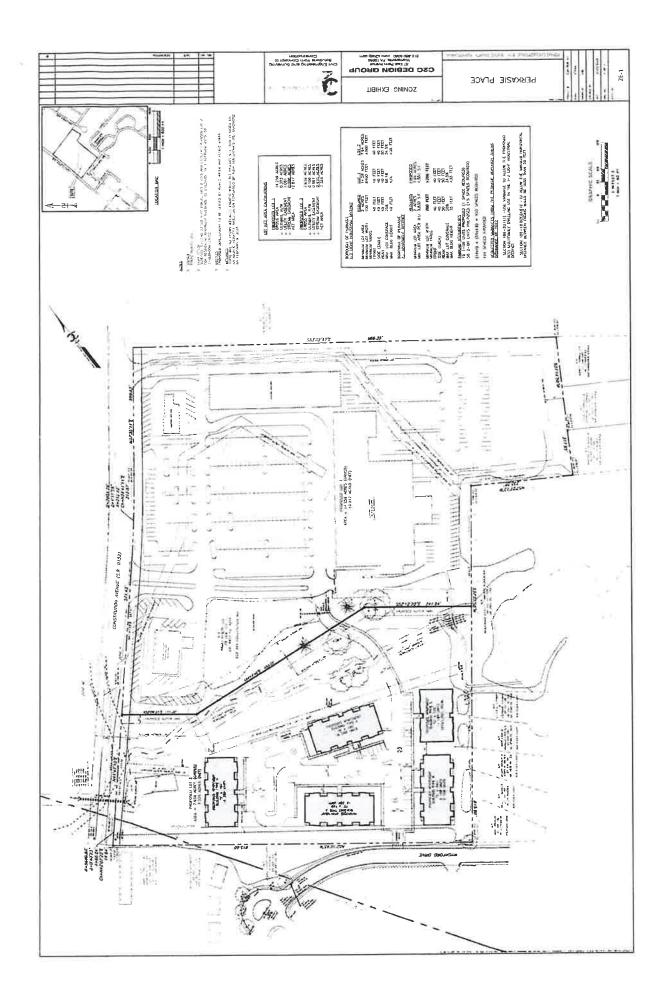
(3) Applicants are advised to read Article 1X of the Perkasie Borough Zoning Ordinance, available online at <a href="https://www.perkasieborough.org">www.perkasieborough.org</a> or at the Borough office. A copy of this section may be requested.

Application revised 2/28/14

# Supplement Page

- 7. For Request of Variance (B):
  - 1. Applicant is seeking a Variance of Section 186-20.I.(1) to allow the proposed B(5) multifamily dwelling use in the 1-2 Light Industrial District; and
  - 2. Applicant is seeking a Variance of Section 186-18.B(5)(A)[1] to allow the. Minimum horizontal distance between facing walls be less than 50 feet.

PARCEL_NUM OWNER	ADDRESS	MAILING ADDRESS
39-009-025	E RIDGE AVE	25 E STATE ST. DOYLES TOWN PA 18901
39-009-015	101 E RIDGE AVE	25 E STATE ST. DOYLESTOWN PA 18901
39-009-109-001	475 E RIDGE AVE, SELLERSVILLE PA 18960	
39-009-009	477 E RIDGE AVE, SELLERSVILLE PA 18950	
39-009-008-004	464 E PARK AVE, SELLERSVILLE PA 18960	
39-009-008-003	466 E PARK AVE	95 CURLEY MILL RD, CHALFONT PA 18914
39-009-008-002	468 E PARK AVE, SELLERSVILLE PA 18960	
39-009-308-001	470 E PARK AVE, SELLERSVILLE PA 18960	
39-006-027	475 E PARK AVE, SELLERSVILLE PA 18960	<del> </del>
33-009-186	600 ESSEX CT, PERKASIE PA 18944	
33-009-135	602 ESSEX CT, PERKASIE PA 18944	-
33-009-184	604 ESSEX CT, PERKASIE PA 18944	
33-009-193	606 ESSEX CT, PERKASIE PA 18944	
33-009-182	199 WYCKFORD DR, PERKASIE PA 18944	
33-009-181	198 WYCKFORD DR, PERKASIE PA 18944	
33-009-082	500 GRANDVIEW AVE, PERKASIE PA 18941	
33-009-081	504 GRANDVIEW AVE, PERKASIE PA 18944	
33-009-080	508 GRANDVIEW AVE, PERKASIE PA 18944	
J3-009-041-039	ESSEX CT	975 EASTON RD SUITE 102, WARRINGTON PA 18976
33-009-008	424 GRANDVIEW AVE, PERKASIE PA 18944	
33-009-005-145	ARBOR BLVD	400 CAMPUS DR SUITE 101, COLLEGEVILLE PA 19426
33-009-005-144	400 ARBOR BLVD, PERKASIE PA 18944	3007 TYLER WAY, CHALFONT PA 18914
33-009-005-143	402 ARBOR BLVD	
33-1109-005-1-42	404 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-141	406 ARBOR BLVD, PERKASIE PA 13944	
33-009-005-140	408 ARBOR BLVD, PERKASIE P \ 18944	
33-009-005-139	410 ARBOR BLVD, PERKASIE PA 18944	
33-1)09-005-138	412 ARBOR BLVD	3007 TYLER WAY, CHALFONT PA 18914
33-1)(19-905-137	414 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-136	416 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-135	418 ARBOR BLVD, PERKASIE PA 13944	
33-009-005-134	420 ARBOR BLVD, PERKASIE PA 18944	
33-109-005-133	422 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-132	424 ARBOR BLVD, PERKASIE PA 18944	<u> </u>
33-909-005-131	426 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-130	428 ARBOR BLVD	1071 DEER RUN RD, OTTSVILLE PA 18942
33-009-005-129	430 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-128	432 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-127	434 ARBOR BLVD, PERKASIE PA 18944	
33-909-005-126	436 ARBOR BLVD, PERKASIE PA 18944	
33-909-005-125	438 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-124	440 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-123	442 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-122		
	4#4 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-121	446 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-120	448 ARBOR BLVD, PERKASIE PA 18944	
33-709-005-119	450 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-118	452 ARBOR BLVD, PERKASIE PA 18944	
33-009-005-117	454 ARBOR BLVD, PERKASIE PA 18944	
33-009-005	499 CONSTITUTION AVE	400 CAMPUS DR, COLLEGEVILLE PA 19426
33-2009-001	505 CONSTITUTION AVE	5355 TOWN CENTER RD SUITE 430, BOCA RATON FL 3348;
33-004-096	620 CONSTITUTION AVE, PERKASIE PA 1894-	
33-001-062	CONSTITUTION AVE	620 W CHESTNUT ST, P O BOX 96, PERKASIE PA 18944
33-004-092	425 ARTHUR AVE	620 W CHESTNUT ST, P O BOX 96, PERKASIE PA 18944



### **PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this \_\_\_\_\_\_ day of \_\_\_\_\_ December \_\_\_\_\_ 2024 ("Effective Date") by and between PACAZ REALTY, LLC, a Pennsylvania limited liability company with an address of c/o Gerald Simon, CFO, Carlyle Management Corporation, 5355 Town Center Rd, Suite 430 Boca Raton, FL 33486 ("Seller") and PERKASIE PLACE LLC, a Pennsylvania limited liability company with an address of P.O. Box 538, Doylestown, PA 18901, or its nominee or assignee ("Buyer"). For purposes of this Agreement, the "Effective Date" shall be the date this Agreement is last signed by the Buyer and Seller.

In consideration of the mutual promises and agreements herein contained, and intending to be legally bound hereby, the Buyer and Seller agree as follows:

Agreement to Sell and Purchase. Seller owns that certain lot or piece of ground located at 505 Constitution Avenue, Perkasie Borough, Bucks County, Pennsylvania, also known as Bucks County Tax Map Parcel No. 33-009-001 and consisting of approximately ± 22.18 acres as described on Exhibit "A-1" attached hereto. Seller hereby agrees to sell and convey to Buyer, who hereby agrees to purchase all that certain lot or piece of ground consisting of approximately  $\pm$  7.94 acres to be subdivided, at Buyer's expense, from the Seller's ± 22.18 acres which lot or piece of ground is legally described on Exhibit "A-2" and depicted as Lot 2 on the Survey prepared by Nave Newell, Inc. dated November 5, 2015 attached as Exhibit "A-3" (the "Property"), such that Seller shall retain approximately ± 14.24 acres of the land depicted as Lot 1 on the Survey as described on Exhibit "A-3" (the "Retained Lands"). Buyer acknowledges that the Property consists of undeveloped vacant land without any improvements thereon. Subject to Section 4(c) of this Agreement, the approximate location and approximate dimensions of the Property and Retained Lands shall be adjusted as needed to comply in all respects with the applicable subdivision and land development ordinances of Perkasie Borough. In addition, Seller shall grant and convey to Buyer at no additional fee to Buyer such easements across the Retained Lands or adjacent lands of Seller as are necessary to develop the Property in accordance with Buyer's Plan (as hereinafter defined), such easements to include, but not to be limited to, easements for ingress and egress, water service, sanitary sewer service, stormwater management facilities, electric, telephone, data, gas, access or cable television. Buyer shall pay for the cost to survey, engineer, document, and record necessary casements. Notwithstanding the foregoing, the subdivision, easements or any of the approvals to be obtained by the Buyer for Buyer's Intended Use of the Property as defined or described herein in no way shall prohibit or limit the Retained Lands from continuing to be used as a commercial shopping center, similar in size as depicted on Exhibit "A-3" or otherwise result in any changes to the existing zoning laws, use regulations, parking requirements, site and setbacks requirements, permits, approvals and license as presently existing for the use and operation of the Shopping Center or retained Lands. The provisions of this paragraph shall survive Settlement and the delivery of the Deed for the Property.

### 2. Purchase Price.

(a) **Purchase Price.** The purchase price for the Property, subject to adjustments as provided in this Agreement, shall be

("Purchase Price"). The Purchase Price shall be paid by

Buyer to Seller as follows:

- (i) Buver shall deposit the sum of
- ("Deposit") with Escrow Agent within five (5) days of the complete execution of this Agreement, which shall be credited to the Purchase Price at Closing, should Closing occur; and
- (ii) the balance of the Purchase Price shall be paid in full at the time of Closing by good funds, certified or cashier's check, or by wire transfer of immediately available federal funds.

## Due Diligence Contingency.

- (a) For a period of sixty (60) days from the Effective Date ("Due Diligence Period"), Subject to the provisions of paragraph 13, the Buyer shall have the absolute right to determine the feasibility of purchasing the Property and shall be entitled to conduct investigations and examinations of all documentation relating to the Property as well as documentation in possession of Seller for that purpose, which may include any or all of environmental (Phase I and II) investigation, zoning, economic feasibility studies, zoning, engineering, and any other feasibility study deemed necessary by Buyer at Buyer's sole discretion. Buyer shall have the right to terminate this Agreement at any time prior to the expiration of the Due Diligence Period if Buyer is not satisfied for any reason or no reason as a result of its investigation/examination. Should Buyer determine that the results of the investigation are unsatisfactory, Buyer shall notify Seller in writing of this election prior to the expiration of the Due Diligence Period and the Deposit shall be refunded to Buyer (subject to the provisions of paragraph 13), at which time the parties shall have no further liability to each other and this Agreement shall have no further effect.
  - (b) Intentionally Deleted.
- (c) In the event Buyer notifies Seller prior to the end of the Due Diligence Period of its election to terminate the Agreement, Buyer shall be entitled to a refund of the Deposit from Escrow Agent.
- 4. Zoning & Land Development Contingencies. Buyer's purchase of the Property is expressly contingent upon Buyer obtaining zoning and land development approvals for Buyer's intended use of the Property, being multifamily apartment housing not exceeding two stories in height or seventy (70) units ("Buyer's Intended Use"). Following the Due Diligence Period, Buyer shall have the following contingency periods:
  - (a) Following the Due Diligence Period, Buyer shall have one-hundred-eighty (180) days to obtain the necessary zoning relief or approvals (the "Zoning Approvals") from the Borough to allow Buyer's Intended Use ("Zoning Approval Contingency Period"). Buyer shall use commercially reasonable efforts to obtain the necessary zoning relief or approvals for Buyer's Intended Use. In the event that Buyer is unable to obtain the necessary zoning relief or approvals prior to the end of the Zoning Approval Contingency Period, despite Buyer's commercially reasonable efforts, Buyer may notify Seller of its election to terminate this Agreement and Buyer shall be entitled to a refund of the Deposit from Escrow Agent. In the event an appeal to the Bucks Court of Common Pleas is necessary to for Buyer to obtain its Zoning Approval, Buyer shall have a day-for-day extension of the Zoning Approval

Contingency, and Buyer shall use commercially reasonable efforts to prosecute its appeal. If Buyer's appeal to the Court of Common Pleas is denied, Buyer shall be entitled to a refund of the Deposit.

Following the Zoning Approval Contingency Period, Buyer shall have threehundred (300) days to obtain final and unappealable subdivision and land development approvals from the Borough of Perkasie, inclusive of any and all necessary permits and approvals from utility providers, and any other outside agency including but not limited to the Pennsylvania Department of Transportation, the Pennsylvania Department of Environmental Protection, and any other agency having jurisdiction over the Property that requires approval for Buyer to record a final land development plan for Buyer's Intended Use ("Land Development Approvals"), for which Buyer shall use commercially reasonable efforts to obtain ("Land Development Contingency Period"). In the event Buyer is unable to obtain its Land Development Approvals prior to the end of the Land Development Approval Contingency Period, despite Buyer's commercially reasonable efforts, Buyer may (i) terminate this Agreement and receive a refund of the Deposit; or (ii) Buyer may exercise an extension of one-hundred-fifty (150) days to complete its Land Development Approvals ("Land Development Extension Period") by providing written notice of such exercise in writing to Seller prior to the conclusion of the Land Development Contingency Period ("Land Development Extension"). If Buyer exercises the Land Development Extension, Buyer shall make an additional deposit of

to Escrow Agent ("Extension Payment"), which shall be refundable, but applicable to the Purchase Price at Closing. If Buyer is unable to obtain its obtain its Land Development Approvals prior to the end of the Land Development Extension Period, despite Buyer's commercially reasonable efforts, Buyer may (i) terminate this Agreement and receive a sefund of the Deposit and Extension Payment. If Buyer fails to give such written notice of its election to terminate this Agreement prior to 5:00 PM on the expiration of the Land Development Contingency Period or if extended, the Development Extension Period, then Buyer shall be deemed to have waived its right to terminate this Agreement based upon this Section 4 and the Deposit shall thereafter be non-refundable to Buyer, except as otherwise expressly provided in this Agreement.

- (c) Related to Buyer's Zoning Approvals or Land Development Approvals, Buyer shall complete the necessary subdivision of the Property from the Retained Lands consistent with Exhibit A-3 at Buyer's sole cost and expense. Moreover, it shall be a condition precedent to Closing that Buyer provide confirmation reasonably satisfactory to the Seller that the subdivision, easements or any of the approvals to be obtained by the Buyer for Buyer's Intended Use of the Property as described herein in no way shall prohibit or limit the Retained Lands from continuing to be used as a commercial shopping center, similar in size as depicted on Exhibit "A-3", or otherwise result in any changes to the existing zoning laws, use regulations, parking requirements, site and setbacks requirements, permits, approvals and license as presently existing for the use and operation of the shopping center or Retained Lands.
- (d) The Buyer shall use all diligent and commercially reasonable efforts to satisfy the foregoing contingencies and obtain the Zoning Approvals and Land Development Approvals (collectively, the "Approvals")\_required for Buyer's Intended Use under this Section 4. Buyer shall, at its sole expense, submit all necessary applications and documentation

to obtain the and shall provide the Seller with proof of such submittals for such Approvals, including but not limited to, copies of the applications, plans, and any other relevant documents, within ten (10) days of submission. The Buyer shall also provide written notice to the Seller of any material issues encountered during the approval process. If the Buyer fails to meet the foregoing due diligence obligations, including failing to apply for the necessary approvals in a timely manner the Seller may terminate this Contract and retain the Deposit as liquidated damages. Prior to exercising such termination right, Seller shall provide Buyer with Fifteen (15) days' notice with an opportunity to cure any failure on the part of Buyer in meeting its obligations under this Section 4.

- 5. Status of Escrow Agent. Land Services USA, ATTN: Art Keegan, Two Liberty Place, 1835 Market Street, Suite #420, Philadelphia, PA 19103, with an email address of (akeegan@lsutitle.com) shall be deemed the Escrow Agent ("Escrow Agent"). It is expressly understood, covenanted and agreed that:
  - (a) Escrow Agent is acting as an agent only, and will in no event whatsoever be held liable to either party for the performance of any term or covenant of this Agreement, or for damages for non-performance thereof;
  - (b) The duties of Escrow Agent are only as herein specifically provided and are purely ministerial in nature, and Agent shall incur no liability whatever except for willful misconduct or negligence, as long as Escrow Agent has acted in good faith;
  - (c) In the performance of its duties hereunder, Escrow Agent shall be entitled to rely upon any document, instrument or signatures believed by it to be genuine and signed by either of the other parties or their successors;
  - (d) Escrow Agent may assume that any person purporting to give any notice of instructions in accordance with the provisions hereof has been duly authorized to do so;
  - (e) Escrow Agent shall not be bound by any modification, cancellation or rescission of this Agreement unless in writing and signed by Seller, Buyer and Escrow Agent.
  - (f) The provisions of this Paragraph 5 shall survive the termination of this Agreement.
  - (g) Escrow Agent is acting as a stakeholder only with respect to the Deposit (the "Deposit Money"). If there is any dispute as to whether Escrow Agent is obligated to deliver the Deposit Money or as to whom the Deposit Money is to be delivered, Escrow Agent shall not be required to make any delivery, but in such event Escrow Agent may hold the same until receipt by Escrow Agent of an authorization in writing, signed by all of the parties having any interest in such dispute, directing the disposition of the Deposit Money and any interest accrued thereon or until the final determination of the rights of the parties in an appropriate proceeding. If such written authorization is not given, or proceedings for such determination are not begun within thirty (30) days after Settlement was to have occurred, Escrow Agent may, but is not required to, bring an appropriate action or proceeding for leave to deposit the Deposit Money in court pending such determination. Escrow Agent shall be reimbursed for all costs and expenses of such action or proceeding by Seller and Buyer including, without

limitation, reasonable attorneys' fees and disbursements. Upon making delivery of the Deposit Money in the manner provided in this Agreement, Escrow Agent shall have no further liability hereunder or to Buyer or Seller.

6. <u>Settlement</u>. Settlement/Closing of this Agreement ("Settlement" or "Closing") shall occur thirty (30) days after Buyer obtains its Land Development Approvals ("Settlement Date").

### 7. Title.

- (a) Title to the Property conveyed shall be good and marketable, free and clear of any mortgages, liens, encumbrances, subject however to:
- (i) The state of facts as would be shown on an accurate survey of the Property, provided such facts do not render title to the Property unmarketable;
- (ii) Zoning regulations, and municipal building restrictions, and all other laws, ordinances, regulations and restrictions of any duly constituted public authority enacted prior to the closing date;
- (iii) Other covenants, easements and restrictions which do not adversely affect the use of the Property as permitted by zoning and related ordinances and laws on the date hereof, as well as grants to utility and/or power companies, the rights of the public in sidewalks and abutting public rights-of-way, and easements given to the public for water course maintenance, slope rights or sight rights;
  - (iv) Current taxes not due and payable;
- (v) Any other matter which would constitute an Objection (as hereinafter defined) that the Buyer does not waive pursuant to the following subsection of this Agreement, provided that a title insurance company authorized to do business in the State of Pennsylvania agrees (at normal rates to be paid by the Buyer) that it will insure title free of such Objection or with affirmative insurance against the enforcement of such Objection against the Property; and
- (vi) Those items listed on Schedule B-Part II ALTA Commitment for Title Insurance issued by Chicago Title Insurance Company referenced under Issuing Office File No. SPA49106 CHI dated as of June 18, 2024 annexed hereto as Exhibit B to the extent that they affect the Property ("Permitted Exceptions"), but excluding an mortgages listed therein.
- (b) The term "Objection" shall mean any title defect or encumbrance (including any lien), other than the matters referred to in subsection (a) above, which renders title to the Property unmarketable.
- (c) Not later than ten (10) business days after the date of this Agreement, Buyer shall order, at the Buyer's expense, a title report or title commitment from a title insurance company authorized to do business in Pennsylvania. Within ten (10) days after its receipt of such title report or title commitment, the Buyer shall give written notice of any Objections to the Seller. The Buyer shall be deemed to have waived any Objection not specified in such

notice that is either set forth in such report or commitment or is otherwise known to the Buyer.

- (d) The Seller shall have no obligation to bring any action or proceeding or otherwise to incur any expense or liability (contingent or otherwise) to remedy an Objection. If the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy any Objection, the Buyer may elect in the case of non-monetary objections, either (i) to accept such title as the Seller is able to convey on the closing date, without any reduction of purchase price or any credit or allowance on account thereof or any other claim against the Seller, or (ii) to rescind this Agreement. In the case of objections, involving the existence of liens or judgments Buyer may elect either (i) to pay such lien or judgment in the event of the Seller's failure to do so and receive an appropriate reduction of Purchase Price or credit at the time of closing; or (ii) to rescind this Agreement. In either event, such election shall be made by the Buyer within five (5) business days of written notice by the Seller to the Buyer to the effect that the Seller is unable to convey title in accordance with this Agreement or does not elect to remedy an Objection.
- (e) Seller shall have the right to remedy any Objection. For the purpose of remedying Objections, the Seller shall have the right to one or more adjournments of the closing date for an aggregate period not exceeding one hundred twenty (120)) days. If the Seller fails to remedy the Objections prior to the adjourned closing date, the provisions of subsection (d) above shall be applicable, and the Seller shall be deemed to have elected not to remedy the Objections.
- (f) If, at the closing date, there are any other liens, taxes or encumbrances which Seller is obligated to pay and discharge, Seller specifically authorizes Buyer's closing agent to use such portion of the balance of the Purchase Price as is needed to satisfy the same, provided the Seller shall simultaneously either deliver to the Buyer at closing, title instruments in recordable form and sufficient to satisfy such liens and encumbrances of record, together with the cost of recording and filing said instruments; or, provided that the Seller has made arrangements with the title company, Seller may deposit with the title company sufficient monies, acceptable to and required by the title company to insure the obtaining and recording of such satisfactions and the issuance of title insurance to the Buyer either free of any such liens and encumbrances, or with insurance against enforcement of same against the insured Property. The Buyer, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks and wired funds as requested, aggregating the amount of the cash balance of the Purchase Price, to facilitate the satisfaction of any such liens or encumbrances. The existence of any taxes or other liens or encumbrances shall not be deemed Objections to title if the Seller shall comply with the foregoing requirements.

### Deliveries at Closing.

(a) At Closing, Seller shall deliver to the Title Company or Buyer directly, as Seller may elect, the following original documents executed by Seller and in customary form as approved by Seller's counsel, which may include copies of electronically scanned signature documents where only electronic versions were provided to Seller:

- (i) A special warranty deed (the "Deed") conveying to Buyer the Property, subject to the Objections (defined herein) not removed as per section 7. (b);
- (ii) Bill of Sale and/or Assignment for the Property, if necessary, of any agreements, leases, security deposits, prorated rents as of Closing, approvals, development plans, and work product from Seller's engineering or other consultants related to the Property (the "Assignment and Assumption");
- (iii) Certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code;
- (iv) An executed closing statement prepared by Buyer's title company in a manner which reflects the terms and conditions, as applicable, of this Agreement and otherwise in a form reasonably acceptable to Buyer (the "Closing Statement");
- (v) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy.
  - (b) At Closing, Buyer shall deliver to the Title Company or Seller the following:
- (i) The balance of the Purchase Price in accordance with this Agreement, plus Buyer's share of closing costs;
  - (ii) An executed Assignment and Assumption;
  - (iii) An acknowledgement of Buyer's acceptance of the Closing Statement;
- (iv) A certificate of Non-Foreign Status as required by Section 1445 of the Internal Revenue Code; and
- (v) Any reasonable and customary documentation required by the Title Company in order for the Title Company to issue the Title Policy.
- 9. Representations & Warranties of Seller. The Buyer acknowledges and confirms that the Buyer, except as expressly set forth in this Agreement, is not relying on any representation or inducement which was or may have been made or implied by the Seller or any other party acting on behalf of the Seller with respect to the Property or any circumstances or conditions affecting the Property and Seller shall have no liability or obligation in connection with any such conditions. However, to the best of its actual knowledge, without investigation, Seller represents as follows:
  - (a) Seller is the legal owner of the Property and the person signing this Agreement has the requisite authority to bind the Seller.
  - (b) The Seller has not received or been the subject of any notices of violations or potential liability, claims, requests for information, suits or any other administrative civil or criminal proceedings or investigations with respect to the Property under any applicable environmental laws.

- (c) Seller has not received notice of any pending condemnation proceedings affecting the Property, and no condemnation proceedings have been threatened that would adversely affect the Property;
- (d) There are no leases, tenancies, licenses or other claims or rights of occupancy or use for any portion of the Property;
- (e) No portion of the Property is currently being used, or to the best of Seller's knowledge, has been used, for the disposal, storage, treatment processing or other handling of waste, contaminants, toxic substances or other hazardous substances as set forth in applicable federal and state law;
- (f) Seller will not further sell, encumber, convey, assign, or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor take or cause to be taken any action in conflict with this Agreement unless this Agreement is terminated pursuant to its terms;
- (g) To the best of Seller's knowledge, the Property and all operations conducted thereon, are now and, to the best of Seller's knowledge, always have been in compliance with all federal, state, and local statutes, ordinances, regulations, rules, standards, and requirements of common law concerning or relating to industrial hygiene and the protection of health and the environment (collectively, "Environmental Laws"). Seller has not received notice that there are conditions on, about, beneath or arising from the Land which might give right to liability, the imposition of a statutory lien or require "Response," "Removal" or "Remedial Action," as defined herein, under any of the Environmental Laws. As used in this Agreement, the terms "Response," "Removal" and "Remedial Action" shall be defined with reference to Sections 101(23) 101(25) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act ("SARA"), 42 U.S.C. § 9601(23) 9601(25).
- (h) Neither the entering into of this Agreement, nor the consummation of the transaction contemplated hereby will constitute or result in a violation or breach by Seller of any judgment, order, writ, injunction or decree issued against or imposed upon Seller, will result in the violation of any law, order, rule or regulation of any governmental authority binding upon and applicable to Seller.
- (i) Seller has no actual knowledge of any actual, pending or threatened suits, actions, arbitrations, claims or proceedings, at law or in equity, affecting the Premises. Seller has no actual knowledge of the existence of any material violation or alleged violation of any rule, regulation, ordinance, law or similar matter that applies to the Premises.
- Representations of Buyer. Buyer hereby represents, warrants and covenants to
   Seller as follows:
  - (a) That the persons signing this Agreement have full power and authority to bind Buyer and this Agreement constitutes a fully authorized binding legal obligation upon the Buyer according to the terms set forth herein, and shall not violate any existing agreements to which Buyer is a party;

- (b) That to the best of Buyer's knowledge, Buyer is financially capable of performing this Agreement and shall be financially capable on the Closing Date; and
- (c) That all requisites of the Buyer concerning such authorization have been duly met, and that no other person needs to execute this Agreement in order for the same to be binding upon and enforceable against the Buyer.
- (d) That Buyer has sufficient funds necessary to (a) seek the Approvals at its sole cost and expense and (b) fund the Purchase Price necessary to close this transaction in accordance with this Agreement.
- 11. **Possession.** Possession shall be given to Buyer at the time of Closing by delivery of a Special Warranty Deed and the Property shall be free and clear of all other rights of possession.
- 12. Adjustments. At Closing, Buyer and the Seller shall adjust for real estate taxes, school taxes and assessments on the Property, municipal water and sewer charges, and/or fuel, if any, such adjustments to be calculated as of 11:59 p.m. as of the day immediately preceding the closing date.
- Entry on Property/Inspection. For all purposes permitted herein, at all reasonable times prior to Closing, Seller shall allow Buyer and its agents to enter upon the Property for the purposes of conducting inspections and surveys. Buyer shall provide Seller with 24 hours' notice of intent to enter on the Property. Buyer shall hold Seller harmless and shall indemnify and defend Seller against any and all claims, including costs, fees, expenses and reasonable attorneys' fees, for or in respect of injuries (including death) or damage of any kind to the person or property of Seller, Buyer, or of any other person whomsoever caused by or in connection with Buyer's entry onto the Property. As a condition precedent to Buyer's entry onto the Property, Buyer shall deliver to Seller a Certificate of Insurance evidencing general liability insurance coverage with limits not less than one million (\$1,000,000.00) dollars per person and per occurrence identifying the Property as an insured premises and naming Seller as an insured party. Buyer agrees to restore property to prior condition at the conclusion of such inspections and surveys. In the event that Buyer terminates this Agreement during the Due Diligence Period pursuant to paragraph 3, Buyer shall have no entitlement to a return of the Deposit unless the Property has been restored as required by this paragraph. The indemnification of this paragraph shall survive closing or earlier termination of this Agreement.
- 14. **Default.** If the Seller materially breaches this Agreement before the Closing, the sole liability of the Seller shall be (and the remedies of the Buyer shall be limited to) either, at the option of the Buyer and as the Buyer's sole remedy, (A) the return by the Seller to the Buyer of the Deposit, together with any additional sums paid pursuant to this Agreement (in which case this Agreement shall be terminated, and neither party shall have any further liability to the other), except in the event the deposit money has become non-refundable as set forth above, or (B) a suit by the Buyer against the Seller for specific performance only. If the Buyer materially breaches this Agreement before the Closing, the Seller shall be entitled to retain, as liquidated damages and not as a penalty, the Deposit, if paid, (the parties hereby agreeing that the amount of actual damages that would be incurred by the Seller would be difficult of proof, and that the amount of the Deposit herein, is a reasonable estimate thereof), and this Agreement shall be terminated and neither party shall have any further liability to the other. Additionally, upon breach by Buyer and at no cost to the Seller, Buyer shall deliver to Seller copies of all documentation, studies, inspection results, drawings, and the like pertaining to Property and assign over to the Seller Buyer's rights thereto.

- Condemnation. If a condemnation proceeding is instituted against the Property or 15. any portion thereof prior to closing. Seller is required to deliver ten (10) days prior written notice of the condemnation proceeding to the Buyer at which time either party may terminate this Agreement on written notice to the other, whereupon the Seller and Escrow Agent shall return the Deposit, to the Buyer and neither party shall have any further liability to the other. If neither party terminates this Agreement by reason of the taking, at the Buyer's sole option, this Agreement shall continue to be effective and the Seller shall assign to the Buyer at Closing all of the Seller's right to receive any award for such condemnation as a result of such damage, together with all of the Seller's rights to litigate such claim and to negotiate a settlement with the condemning authority.
- Fire/Casualty. If, during the term of this Agreement and prior to Closing, either the Property or any of the improvements located thereon is damaged by fire or other casualty ("Casualty Event"), Seller shall either, in Seller's sole discretion, (a) assign to Buyer all Seller's right, title, and interest in and to any insurance proceeds with respect to such Casualty Event, or (b) pay to Buyer any proceeds actually received by Seller with respect to such Casualty Event.
- Brokerage. Seller and Buyer each represent to the other that no brokers have represented either Buyer or Seller in this transaction. In the event that any real estate broker or agent asserts a claim for a commission, fee or other compensation relating to this transaction, the party against whom it is asserted by such real estate broker or agent dealt shall indemnify and hold the other party harmless against any such commission, fee or compensation, and shall defend all actions seeking same.
- Expenses. Seller and Buyer shall each pay one-half (1/2) of the Pennsylvania and local transfer taxes in connection with the conveyance of the Property. Each party shall bear all other fees, charges and expenses incurred by it, without contribution from the other, including their own attorney's fees.
- Notices. All communications under this Agreement shall be in writing, and shall be 19. deemed to be sufficiently given when presented personally (including by Federal Express or other recognized courier for which receipt is given) or two (2) days after having been mailed by certified mail, return receipt requested, to a party at the following addresses, or to such other address as such party may designate to the other party in writing, or by electronic transmission, including e-mail, with confirmation of receipt, and hard carbon copy by USPS first class mail addressed to the parties as follows:

To the Seller:

PACAZ REALTY, LLC

Gerald Simon, CFO

Carlyle Management Corporation 5355 Town Center Rd, Suite 430

Boca Raton, FL 33486

With Copy to:

Louis J. Carbone, Esq.

Law Offices of Louis J. Carbone, P.A.

Attorneys at Law

90 SE 4th Avenue, Suite 1 Delray Beach, Florida 33483

E-mail: Louis@Carbonelegal.com

To the Buyer:

Perkasie Place LLC

ATTN: Kevin Meadows and Michael Tulio

P.O. Box 538

Doylestown, PA 18901

meadows6767@yahoo.com and

mike@rockmead.com

With a copy to:

Obermayer Rebmann Maxwell & Hippel LLP

ATTN: Nate Fox, Esq.

2003 S. Easton Road; Suite 304

Doylestown, PA 18901 nate.fox@obermaver.com

- 20. No Survival. Except as otherwise provided, none of the provisions of this Agreement shall survive the delivery of the deed.
- 21. Further Assurances. From time to time at the request of either the Seller or the Buyer (whether before, at or after Closing), the other party shall execute, acknowledge and deliver such other and further documents as the requesting party may reasonably request to better effectuate the provisions of this Agreement.
- 22. Entire Agreement: Merger Clause. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous representations, agreements and understandings, whether written or oral.
- 23. "As-Is" Conveyance. Buyer specifically acknowledges and agrees that Seller is selling and Buyer is purchasing the Property and all existing improvements on an "As-Is with all faults" basis and that Buyer is not relying on any representations or warranties of any kind whatsoever, express or implied, from Seller, any Seller related parties, or their agents or brokers, or any other person acting or purporting to act on behalf of Seller, as to any matters concerning the Property, except as expressly set forth above. In addition as part of the consideration for Buyer's acquisition of the Property from Seller, buyer shall, upon Closing, expressly assume all risk and liability, including the presence of toxic or hazardous substances or waste or other environmental contamination on or within or under the surface of the Property, whether known or unknown, apparent or non-apparent or latent, and whether existing prior to, at, or subsequent to, transfer of the Property, whether contractual, tortious and whether to a governmental agency, a private entity or otherwise, with respect to a past, current or future violation of the Property with any Environmental Laws. Notwithstanding anything to the contrary contained herein, Buyer shall assume no liability for any violation of Environmental Laws arising from or caused by occupants on the Retained Lands, whether occurring before or after Closing.
- Assignment. Buyer shall have the right to assign this Agreement to another entity for purposes of completing Closing with the written approval of Seller, which approval shall not be unreasonably withheld, conditioned, or delayed. However, no such Assignment shall relieve Buyer of its obligations under this Agreement. In addition, in the event that such Assignment results in the imposition of additional transfer tax by the Pennsylvania Department of Revenue, Buyer shall be responsible for such additional transfer tax, it being understood that at no time shall Seller be required to pay transfer tax related to any assignment. Buyer agrees to indemnify and hold Seller harmless from

any and all responsibility for additional transfer tax resulting from such Assignment. Notwithstanding anything to the contrary contained herein, in the event Buyer assigns this Agreement to a single purpose entity controlled by Buyer, the parties expressly acknowledge and agree that Buyer is entering into this Agreement for the benefit of a to-be-formed nominee (the "Nominee") that will be formed and disclosed to Seller prior to Closing. The Buyer named herein has no intent to obtain legal or equitable title to the Premises in its own name. Upon formation of the Nominee, the Buyer shall have the right to assign this Agreement to the Nominee, and such assignment shall repudiate and terminate Buyer's duties and obligations hereunder and shall result in a novation on the part of the Nominee to the duties and obligations of Buyer hereunder. Following such assignment, all references herein to "Buyer" shall be deemed to be to the Nominee. Upon request of the Buyer and/or the Nominee, Seller shall agree to terminate this Agreement and enter into a new agreement with the Nominee on the same terms and conditions as are set forth herein, except that the time periods set forth in this Agreement shall be adjusted to take into consideration the period of time that elapsed between the date of this Agreement and the date of the new agreement with the Nominee, and the deposits made under this Agreement shall remain in escrow. Until the assignment of this Agreement to a Nominee or the termination of this Agreement, the Buyer shall have the full legal right to enforce the terms of Buyer shall be solely responsible for the payment of any and all transfer taxes that this Agreement. may be imposed in connection with any such assignment and shall defend, indemnify and hold Seller harmless from and against any and all costs, liabilities, claims and expenses in connection therewith. Buyer's indemnification obligation shall survive Closing.

### 25. Miscellaneous.

- (a) No provision of this Agreement may be changed or waived orally, but only by an instrument in writing signed by the party to be charged therewith.
- (b) This Agreement shall be construed and enforced in accordance with the internal laws of Pennsylvania without giving effect to the principles of conflicts of law.
- (c) This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but all of which taken together shall constitute the same Agreement.
- (d) As used herein, the term "including" shall be deemed to mean "including without limitation".
- (e) This Agreement shall not be considered in force, binding or in effect in any manner or to any extent until and unless duly executed and delivered by Buyer and Seller. Seller at all times prior to such execution and delivery by Buyer and Seller (and at all times subsequent to any default or breach by Buyer), shall be free to negotiate for the sale of the Property to any other prospective Buyer or for any other disposition of any interest in the Property without prior notice to Buyer.
- (f) No person or entity other than a party to this Agreement or a legal representative, successor in interest or permitted assign of a party hereto shall be entitled to rely on this Agreement or the performance of Buyer or Seller hereunder, and this Agreement is not made for the benefit of any person or entity not a party hereto and no such person or entity shall be entitled to assert a claim arising out of or in connection with this Agreement.

- (g) This Agreement contains the entire agreement between the parties with referenced to this transaction and it is agreed that any and all prior contemporaneous oral or written agreements or representations as to the Property and/or the sale, except as specifically herein set forth, are void.
- (h) This Agreement shall extend to, and be binding upon, the parties hereto, their respective heirs, executors, administrators, successors and assigns.

[THIS SPACE INTENTIONALLY BLANK. SIGNATURE PAGE FOLLOWS.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written, to be legally effective as of the date signature pages are delivered to each party by their respective counsel.

# SELLER:

SELLER:
PACAZ REALTY, LLC a Pennsylvania limited liability company
Sign:
Date:
BUYER:
PERKASIE PLACE, LLC, a Pennsylvania limited liability company  By:  Name: Kavin Meadows  Title: Authorized Signatory
ESCROWAGENT:
LAND SERVICES USA, INC.
By:
Title:

#### EXHIBIT "A-1"

#### Legal Description

#### LEGAL DESCRIPTION

ALL THAT CERTAIN tract or parcel of ground situate in Perkasie Borough and parity in Sellersville Borough, Bucks County, Pennsylvania, being shown on an ALTA/ACSM Land Title Survey prepared by Nave Newell, Inc., dated October 10, 2015, described as follows:

BEGINNING at a point in the Southeast line of Constitution Avenue, S.R. 0152 (56.50 feet wide, as widened to 40.00 feet along the Southeast side thereof), said point also being located the following two (2) courses from the point marking the intersection of the centerline of Constitution Avenue with the centerline of Spruce Street (33,00 feet wide): (1) as measured along the title line of Constitution Avenue in a Southwesterly direction 336 feet, more or less, to a point; (2) crossing the bed of Constitution Avenue, South 52" 39' 48" East, 40.00 feet to an Iron pin found; thence, from said beginning point the following nine (9) courses and distances:

- South 52° 39' 46° East, a distance of 988.50 feet to a concrete monument found; thence, South 31° 37' 51" West, a distance of 317.85 feet to a concrete monument found; thence, North 56° 55' 34° West, a distance of 235.60 feet to a roncrete monument found; thence, South 38° 23' 55" West, a distance of 816.15 feet to a concrete monument found; thence,
- 3.
- North 51° 48' 44" West, a distance of 815.81 feet to a point of curvature being monumented by an iron pin found
- in the aforesaid Southeast line of Constitution Avenue; thence along said line,
  Along a curve to the left having a radius of 5,689.87 feet and a central angle of 00 degrees 40' 16", an arc
  distance 68.65 feet, said arc subtended by a chord bearing North 42 degrees 30' 50" East a distance of 68.65 feet
  to a point of langency being monumented by a concrete monument found; thence,
- 7. North 42° 10' 42" East, a distance of 571.55 feet to a point of curvature being monumented by a Mag nell set;
- Along a curve to the left having a radius of 2,904.79 feet and a central angle of 04 degrees 11' 59\*, an arc distance of 212.92 feet, seid arc subtended by a chord bearing North 40 degrees 04' 43' East, a distance of 212.87 feet, to a point of tangency being monumented by a rebar set; thence,
- 9. North 37° 58' 43° East, a distance of 289.43 feet to the point and place of beginning.

CONTAINING 966,286 square feet or 22.1629 acres of land, more or less.

BEING known as 505 Constitution Avenue.

BEING Tax Parcel #33-9-1.

TOGETHER with an easement for storm drainage over lands now or formerly of John and Teresa Mains being part of Bucks County Uniform Parcel Identifier Tax Parcel No. 39-6-27, dated 6/19/1992 and recorded 4/28/1993 in Deed Book 656 page 1750, and also together with easement contained in Grant of Easement between Sellersville Borough and Berger-Epstein Associates, Inc., dated 1/11/1993 and recorded 4/28/1993 in Deed Book 658 page 1780.

BEING the same premises which Berger-Epstein Associates, a Pennsylvania corporation, Jeffry A. Epstein and William M. Berger, Co-Partners by Deed dated 5/16/2008 and recorded 6/5/2008 in the County of Bucks in Land Record Book 4971 page 1211, conveyed unto PACAZ Realty, LLC, a Pennsylvania limited liability company, in fee.

#### EXHIBIT "A-2"

#### Property Legal Description

#### SURVEYOR'S LAND DESCRIPTION - LOT 2

ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN PERKASIE BOROUGH AND PARTLY IN SELLERSVILLE BOROUGH, BUCKS COUNTY, PENNSYLVANIA, BEING LOT 2 AS SHOWN ON A PLAN PREPARED BY NAVE NEWELL, INC., ENTITLED "LOT LINE ADJUSTMENT, MINOR SUBDIVISION PLAN", DATED NOVEMBER 5, 2015, BEGINNING AT A POINT IN THE SOUTHEAST LINE OF CONSTITUTION AVENUE, S.R. 0.152 (56.50 FEET WIDE, AS WIDENED TO 40.00 FEET ALONG THE SOUTHEAST SIDE THEREOF AS PER DEED FOUND IN DEED BOOK 4971, PAGE 1211), SAID POINT ALSO BEING LOCATED THE FOLLOWING SIX (6) COURSES FROM THE POINT MARKING THE INTERSECTION OF THE CENTERLINE OF CONSTITUTION AVENUE WITH THE CENTERLINE OF SPRUCE STREET (33.00 FEET WIDE): (1) AS MEASURED ALONG THE TITLE LINE OF CONSTITUTION AVENUE IN A SOUTHWESTERLY DIRECTION 836 FEET, MORE OR LESS, TO A POINT; (2) CROSSING THE BED OF CONSTITUTION AVENUE, SOUTH 52°39' 46"EAST, A DISTANCE OF 40.00 FEET TO AN IRON PIN FOUND, (3)SOUTH 37°58' 43"WEST, A DISTANCE OF 289.43 FEET TO A POINT OF CURVATURE BEING MONUMENTED BY AN IRON PIN SET, [4] ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 2,904.79 FEET AND A CENTRAL ANGLE OF 04°11' 59", AN ARC DISTANCE OF 212.92 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 40°04' 43"WEST, A DISTANCE OF 212.87 FEET, TO A POINT OF TANGENCY BEING MONUMENTED BY A MAG NAIL SET, [5) SOUTH 42°10' 42"WEST, A DISTANCE OF 571.55 FEET TO A POINT OF CURVATURE BEING MONUMENTED BY A CONCRETE MONUMENT FOUND, (6) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,68987 FEET AND A CENTRAL ALL THAT CERTAIN TRACT OR PARCEL OF GROUND SITUATE IN PERKASIE BOROUGH AND (6) ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 5,68987 FEET AND A CENTRAL ANGLE OF 00°40' 16", AN ARC DISTANCE OF 66.65 FEET, SAID ARC SUBTENDED BY A CHORD BEARING SOUTH 42°30' 50"WEST, A DISTANCE OF 66.65 FEET, TO A CONCRETE MONUMENT FOUND BEING THE POINT AND PLACE OF BEGINNING; THENCE, FROM SAID BEGINNING POINT THE FOLLOWING SEVEN (7) COURSES AND DISTANCES:

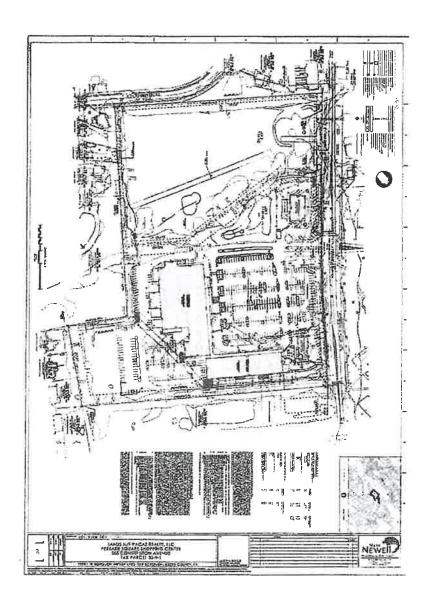
- ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 5,68987 FEET AND A CENTRAL ANGLE OF 00°40' 16". AN ARC DISTANCE OF 66.65 FEET, SAID ARC SUBTENDED BY A CHORD BEARING NORTH 42°30' 50"EAST, A DISTANCE OF 66.65 FEET, TO A POINT OF TANGENCY BEING MONUMENTED BY A CONCRETE MONUMENT FOUND; THENCE, NORTH 42°10' 42"EAST, A DISTANCE OF 233.46 FEET TO A POINT; THENCE,

- SOUTH 51°49° 44"EAST, A DISTANCE OF 170.34 FEET TO A POINT; THENCE, SOUTH 51°58° 05"EAST, A DISTANCE OF 453.25 FEET TO A POINT; THENCE, SOUTH 51°52° 39"EAST, A DISTANCE OF 242.46 FEET TO A POINT; THENCE,
- SOUTH 38°23' 55"WEST, A DISTANCE OF 540.67 FEET TO A CONCRETE MONUMENT FOUND: THENCE
- 7. NORTH 51°49' 44"WEST, A DISTANCE OF 815.81 FEET TO THE POINT OF AND PLACE OF BEGINNING.

#### CONTAINING 345780 SQUARE FEET OR 7.9380 ACRES OF LAND.

TOGETHER WITH AN EASEMENT FOR STORM DRAINAGE OVER LANDS NOW OR FORMERLY OF JOHN AND TERESA MAINS BEING PART OF BUCKS COUNTY UNIFORM PARCEL IDENTIFIER TAX PARCEL NO. 39-6-27, DATED 8/19/1992 AND RECORDED 4/28/1993 IN DEED BOOK 656 PAGE 1750, AND ALSO TOGETHER WITH EASEMENT CONTAINED IN GRANT OF EASEMENT BETWEEN SELLERSVILLE BOROUGH AND BERGER-EPSTEIN ASSOCIATES, INC., DATED 1/11/1993 AND RECORDED 4/28/1993 IN DEED BOOK 656 PAGE 1760.

## EXHIBIT "A-3" SURVEY



#### EXHIBIT "B"

#### Permitted Exceptions

Rights granted to Bell Telephone Company in Land Record Book 43 page 1709.

Rights granted to Bell Atlantic-Pennsylvania Inc. as in Land Record Books 746 page 1682 and 950 page 1365.

Rights of the public and others entitled thereto in and to the use of that portion of the premises within the bounds of Constitution Avenue.

Grant of Easement as in Land Record Book 177 page 1147 and Deed Book 742 page 116.

Covenants contained in: Grant of Easement John Mains and Teresa Mains and Berger/Epstein Associates, Inc. dated 8/19/1992 and recorded 4/28/1993 in Land Record Book 656 page 1750.

Covenants contained in Grant of Easement between Sellersville Borough and Berger-Epstein Associates, Inc., dated 1/11/1993 and recorded 4/28/1993 in Land Record Book 656 page 1760.

Conditions disclosed by survey made by Edward S. McConnell Associates dated March 19, 1993:- (a) Building set- back lines (b) Portion of premises within Wetlands boundary lines as verified by Army Corp. of Engineers on Oct. 29, 1992, reference CENAP-OP-R-87-0170-43 (JD). Remains valid until August 14, 1997 (c) New Right-of-Way Line of Constitution Avenue.

Land Development Agreement as in Land Record Book 672 page 843.

Estoppel Certificate as in Land Record Book 686 page 1652.

Provisions of Acts of Assembly authorizing PennDot to extend boundaries of State Roads (SR #0152).

Memorandum of Lease to Fleming Foods East, Inc., as in Land Record Book 672 page 830.

Short Form Lease to Thrift Drugs, Inc. as in Land Record Books 672 page 836, 862 page 321 and 1033 page 2305.

Grant of Easement to Borough of Perkasie as in Land Record Book 1041 page 1037.

Deed of Easement, Right of Way Grant to the Perkasie Borough Authority as in Land Record Book 1049 page 761.

Deed of Dedication to Borough of Perkasie as in Land Record Book 1056 page 761.

Term Agreement with Thrift Drug, Inc. as in Land Record Book 1073 page 839.

Land Development Agreement by and between Borough of Perkasie and McDonald's Corporation as in Land Record Book 1956 page 662.

Notes, conditions, setback lines, easements, reservations, covenants and restrictions as shown and set forth in Plan Book 298 page 71 and Instrument# 2023009809.

Memorandum of Lease to McDonald's Corporation as in Land Record Book 2047 page 1719.

Supplement to Lease as in Land Record Book 2178 page 1615; Amended and Restated Memorandum of Lease as Instrument No. 2024024193.

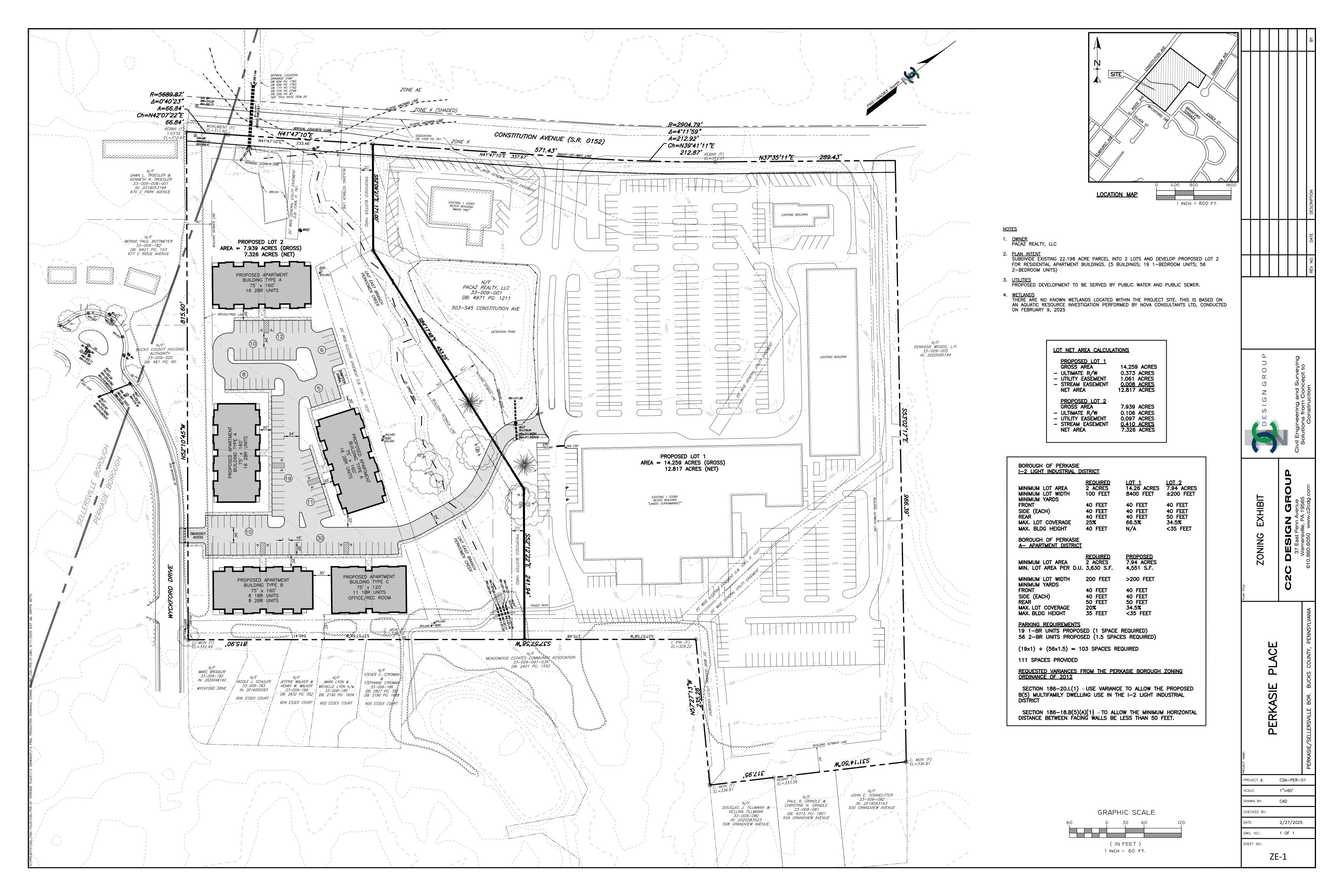
Notice of Covenant not to Compete as in Land Record Book 2047 page 1730.

Deed of Easement, Right of Way Grant as in Land Record Books 2051 page 1966 and 2051 page 1976.

Temporary Construction Easement Agreement as in Instrument# 2015062639.

Land Development Agreement as in Instrument# 2023009810.

Stormwater Controls and Best Management Practices Operations and Maintenance Agreement as in Instrument #2023033894 . Plan Exhibit thereto in Instrument# 2023033895 .



#### Megan McShane

From: Megan McShane

Sent: Thursday, October 2, 2025 3:14 PM

To: Megan McShane

**Subject:** Constitution Square Subdivision - Punch List Items

From: Brett Slivka < <u>BrettS@KayBuilders.com</u>> Sent: Thursday, October 2, 2025 1:54 PM

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

Cc: Andrea Coaxum - Borough of Perkasie (manager@perkasieborough.org) <manager@perkasieborough.org>; Jason

Maurer < imaurer@bucksccd.org >; Scott Detweiler < sdetweiler@gilmore-assoc.com >

Subject: Re: Constitution Square Subdivision - Punch List Items

Doug. Jason. We are planning to begin this work on Monday.

Brett Slivka Kay Builders 4845383695

From: Douglas Rossino < <a href="mailto:drossino@gilmore-assoc.com">drossino@gilmore-assoc.com</a>>
Sent: Wednesday, September 24, 2025 1:04:35 PM

To: Brett Slivka <BrettS@KayBuilders.com>

Cc: Andrea Coaxum - Borough of Perkasie (manager@perkasieborough.org) <manager@perkasieborough.org>; Jason

Maurer < jmaurer@bucksccd.org>; Scott Detweiler < sdetweiler@gilmore-assoc.com>

Subject: Constitution Square Subdivision - Punch List Items

Brett,

Good afternoon. I stopped by the Constitution Square Subdivision today and didn't see any work taking place. I wanted to find out if there was any type of schedule for the completion of the remaining punch list items. The landscape planting and conversion of the stormwater basin should take place now during the planting season to ensure that the plants are given their best chance of survival, especially if Kay Builders is still trying to closeout on the project this year. Please let me know the schedule for completion of the project. Thanks.



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

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

Main: 215-345-4330 | Direct: 267-337-6882

www.gilmore-assoc.com | BUILDING ON A FOUNDATION OF EXCELLENCE

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#### Megan McShane

From: Megan McShane

Sent: Wednesday, October 1, 2025 9:16 AM

To: Megan McShane

**Subject:** Constitution Square Subdivision - Punch List Items

From: Brett Slivka < <a href="mailto:BrettS@KayBuilders.com">Brett S@KayBuilders.com</a>>
<a href="mailto:BrettS@KayBuilders.com">Sent: Tuesday</a>, September 30, 2025 2:03 PM</a>

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

Cc: Andrea Coaxum - Borough of Perkasie (manager@perkasieborough.org) <manager@perkasieborough.org>; Jason

Maurer < imaurer@bucksccd.org >; Scott Detweiler < sdetweiler@gilmore-assoc.com >

Subject: RE: Constitution Square Subdivision - Punch List Items

Planning to get there over the next 2 weeks.

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

**Sent:** Wednesday, September 24, 2025 1:05 PM **To:** Brett Slivka <BrettS@KayBuilders.com>

**Cc:** Andrea Coaxum - Borough of Perkasie (manager@perkasieborough.org) <manager@perkasieborough.org>; Jason

Maurer < jmaurer@bucksccd.org>; Scott Detweiler < sdetweiler@gilmore-assoc.com>

Subject: Constitution Square Subdivision - Punch List Items

Brett,

Good afternoon. I stopped by the Constitution Square Subdivision today and didn't see any work taking place. I wanted to find out if there was any type of schedule for the completion of the remaining punch list items. The landscape planting and conversion of the stormwater basin should take place now during the planting season to ensure that the plants are given their best chance of survival, especially if Kay Builders is still trying to closeout on the project this year. Please let me know the schedule for completion of the project. Thanks.

Douglas C. Rossino, P.E., CME, M.ASCE, Senior Project Manager

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## **Borough of Perkasie**

Park EVENT Application 2025

NI		Contactin	formation	BOROUGH C	FERNASIL
Name:	2	Cramer (1	) poer	Bucks	Unife
Organization:			-		
Address:					
		8.0	Zir		
				•	
mail			;e	ll Phone:	
Tax Exempt Org	ganization	n? EIN:	Ph	one:	
☐ Yes		No			
urpose of App	lication:				
Large	e personal	gathering such as birthday party, show	ver, etc with over 20	0 attendees	
Ever	t such as a	a festival, party, etc through an organiza	ation - will require a	n event fee plus facilit	y fee
5k th	rough the	e park system - must include map of rou	ite		
Notes Regardin	g Applica	ton Process:	Marian, San Maria	<b>10</b> 00000000000000000000000000000000000	
Req	uests requ	uired 45 days prior to reservation or	rought		
		anca 45 aays prior to reservation of	event		
All r	eservatio			ncil Approval	
		ns and events with 75 or more atte	ndees require Coul	• •	
Req	uests for	ns and events with 75 or more atter additional services does not guaran	ndees require Cour tee services can be	provided	sive General
Req	uests for	ns and events with 75 or more atter additional services does not guaran ns require a Certificate of Insurance	ndees require Cou tee services can be e evidencing \$1,000	provided 0,000 in Comprehen	
Req. All r	uests for e eservatio	ns and events with 75 or more atter additional services does not guaran ns require a Certificate of Insurance Liability Insurance and namin	ndees require Cou tee services can be e evidencing \$1,000	provided 0,000 in Comprehen	
Req All r To be filled out	uests for eservation	ns and events with 75 or more atter additional services does not guaran ns require a Certificate of Insurance Liability Insurance and namin Only:	ndees require Cour tee services can be e evidencing \$1,000 g Perkasie Boroug	provided 0,000 in Comprehen h as Certificate Hold	ler 
Req All r Fo be filled out Fees due at tim	uests for e eservation by Staff ( ne of appl	ns and events with 75 or more atter additional services does not guaran ns require a Certificate of Insurance Liability Insurance and namin Only: lication:	ndees require Cour tee services can be e evidencing \$1,000 g Perkasie Boroug Fees due upo	provided 0,000 in Comprehen h as Certificate Hold n Borough Staff/Co	der uncil Approval:
Req All r To be filled out Fees due at tim Public gathe	uests for e eservation by Staff ( ne of appl	ns and events with 75 or more atter additional services does not guaran ans require a Certificate of Insurance Liability Insurance and namin Only: Ilcation: ark and Pavilions and Event Base Fees	ndees require Cour tee services can be e evidencing \$1,000 g Perkasie Boroug Fees due upo Add	provided 0,000 in Comprehen h as Certificate Hold n Borough Staff/Co tional fees associated	ler uricil Approval: with Events
Req All r To be filled out Fees due at tim Public gathe	uests for eservation by Staff ( ne of applerings at Po	ns and events with 75 or more atter additional services does not guaran ins require a Certificate of Insurance Liability Insurance and namin Only: Ilcation: ark and Pavilions and Event Base Fees Park and Pavilion Fee	ndees require Cour tee services can be e evidencing \$1,000 g Perkasie Boroug Fees due upo Add	provided 0,000 in Comprehen h as Certificate Hold n Borough Staff/Co tional fees associated Additional	uncil Approval: with Events Date Fee
Req All r To be filled out Fees due at tim Public gathe	by Staff ( ne of applerings at Po	ns and events with 75 or more atternational services does not guarant in require a Certificate of Insurance Liability Insurance and namin Only:    Continue	ndees require Courtee services can be evidencing \$1,000 g Perkasie Boroug  Fees due upo  Add	provided 0,000 in Comprehen h as Certificate Hold n Borough Staff/Co tional fees associated Additional Road Closu	ler uncil Approval: with Events Date Fee re fee
Req All r To be filled out Fees due at tim Public gathe	by Staff ( ne of appl erings at R	ns and events with 75 or more attentional services does not guarantes require a Certificate of Insurance Liability Insurance and namin Only:    Ication: ark and Pavilions and Event Base Fees Park and Pavilion Fee Electric Key Deposit Event Permit Base Fee	ndees require Courtee services can be evidencing \$1,000 g Perkasie Boroug  Fees due upo  Add	provided 0,000 in Comprehen h as Certificate Hold n Borough Staff/Co tional fees associated Additional Road Closu	ler uricil Approval: with Events Date Fee re fee
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(HIVIEL)	DH C					
			Event I	nformat	ion 🐥	mas
Name of the Event:	Kir	195	Si	ppc	VT	
Description of the Event:	PORT!	l ho	se	1 7	NI	volunteer checkin
Date of Event:	1 600	Additional	- 8 <del>4</del> //-	- 0		Estimated Attendance:
10/18/25		Auditional	Lates.	12		SO7)
Time of Event**		Start Time	for Set	up:		End time of Tear Down:
Location of the Event (5ks re	quire map o	f route to b	e subm	itted):		
Facility Requested and Fees	for a 4 hour	flexible time	e period	l:	-	( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( ) ( )
Pavilion	Located in	Resident	Non R	A STATE OF THE PARTY OF THE PAR	Profit	
☐ Rotary*	Lenape	\$ 65	_	95 \$	45	*Electric available at
Skate Park*	Lenape	\$ 65		95 \$	45	these locations only
☐ Kulp	Kulp	\$ 55	_	80 \$	40	
☐ Lions*	Menlo	\$ 80	\$ 1	.05 \$	55	** Fees are for a
			-			four hour flexible
Park Area	Located in	A PRINT THE PRINT THE PERSON NAMED IN	Non R	PERSONAL CONTRACTOR	Profit	time period including
☐ Twin Bridges	Lenape	\$ 80	\$ 1	.05 \$	55	set up and tear
						down time. Renters
Other Borough Services Red	quested:			_		may purchase
Police or Fire Police:	☐ Yes	;	B	No		additonal four hour
Trash Collection:	☐ Yes	;	B	No		time periods.
Use of Electric:	Yes	i		No		
Any other Special Requests:	/					
Services Offered at Event:					*	
Musicians/Entertainment:			Yes		4	No
As a reminder: Boro	ugh Ordinan	ce prohibits	comme	ercial act	tivites/	vendors/funraising in Borough Parks
All Fees:						
* \$ 50	Non-Profi	t Base perm	it fee	Но	urly ra	tes in Fee Schedule
•	For Profit			\$	-	Road Closure fee (1-2 hours)
·	per additi	-		\$	-	Per Hour Eletric Fee
*Fee due at time of applicat				\$	-	Trash collection fee (1-2 hours)
				\$	-	Police or Fire Police fee (time worked)
				\$	2.25	No Parking Signs (each)
** Any parking restrictions a	and road clos	sures requir	e No Pa	rking Sig		oe hung by event organizer two days

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

#### **Walver and Insurance Requirements**

#### Indemnification

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

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

#### **Waiver of Subrogation**

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

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

Park Rules and Regulations (Summary)

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.

The undersigned is familiar with all Borough Park Rules
The use of alcohol and controlled substances are strictly prohibited within all Borough Parks
Smoking is prohibited in all Borough Parks; this includes cigarettes, cigars, pipes, chewing tabacco, vaping, etc
Vendors are not permitted in the park except by special permit issued by Borough Council, which shall have
the authority to refuse consent in any instance
Open fires or fireworks are prohibited. Grills are available at certain pavilions and open to the public
Do not attach decorations by nails, tacks, or staples on pavilion poles, picnic tables. Etc. All decorations and
pavilion, field, park trash must be discarded properly. Large items must be removed and regular trash may be placed inside
trash receptables 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 215-257-5065
Perkasie Borough Non-Emergency Police can be reached at 215-257-6876
EMERGENCY DIAL 911
Applicant certified that the above information is true and correct, has reviewed and is familiar with
insurance requirements and guidelines, and familiar with the rules and regulations of Perkasie Borough as
set forth in the Code of Ordinances.
Date of Application: 10/1/ F) By:
Signed:
APPROVED: This Day of, 20, subject to the following conditions:
3 abject to the following conditions.
Mayor / Borough Manager



## **BOROUGH OF PERKASIE**

Phone: (215) 257-5065

(215) 257-6875

Fax:

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

DATE: September 26, 2025

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: Recommendation to Hire Part-Time Events Assistant As-Needed

Perkasie Borough holds at least 37 community events outside normal working hours, requiring at least 240 events staff hours for onsite event management. These events include 28 indoor and outdoor Farmers Markets, 6 Summer Concerts, the Under the Stars Car Show, the Fall Festival and America's Oldest Tree Lighting. More staff hours are needed when the Borough hosts the Memorial Day Parade & Service and for additional or ad-hoc events like the block pARTy or Holiday pop-ups.

In order to ensure on-site, out-of-hours coverage, I have shared the opportunity to work extra hours with existing Borough staff, and I am building a list of part-time staff members who we can call on to work events as-needed.

Cassandra Grillo, Lauren Bahry and I all work events on-site and out of office hours. Council has already approved the hiring of Kelly Myers and Jessica Tantorno as Events Assistants As-Needed, but we continue to experience issues with staff availability for so many community events.

Accordingly, I would like to recommend the hiring of Marissa Carmean to the position of part-time Events Assistant As-Needed for the Borough, effective October 11, 2025. The starting rate for Marissa will be \$21 per hour as listed in the 2025 Wage Schedule.

Marissa is familiar with the Perkasie Farmers Market, having volunteered at several of them in 2025. She is personable and professional, and I believe she will do a great job as one of Perkasie Borough's Events Assistants As-Needed.

#### PERKASIE BOROUGH RESOLUTION NO. 2025-45

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL AUTHORIZING THE RETURN OF THE GRADING PERMIT ESCROW IN THE AMOUNT OF \$227.32 FOR THE PROJECT LOCATED AT 650 SHADYWOOD DRIVE AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE GRADING PERMIT ESCROW RELEASE AND CLOSE OUT OF THE ACCOUNT

WHEREAS, Rosemarie & Mark Toub ("Applicants") received approval from the Borough for a grading permit for a project located at 650 Shadywood Drive; and

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

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie, as follows, that the remainder of the Grading Permit Escrow for the project located at 650 Shadywood Drive shall be returned to the Applicants, upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees, and closed out.

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

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the 6<sup>th</sup> day of October, 2025.

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



July 14, 2025

File No. 24-01194

Cassandra L. Grillo, CZO Zoning Officer and Code Enforcement Administrator Borough of Perkasie 620 West Chestnut Street P.O. Box 96 Perkasie, PA 18944

RE: Final Site Inspection – Approval

650 Shadywood Drive Tax Parcel #33-007-085

Perkasie Borough, Bucks County, PA

#### Dear Cassandra:

Gilmore & Associates, Inc. (G&A) conducted a final site inspection at 650 Shadywood Drive on July 11, 2025 to verify that the improvements are complete as shown on the approved Zoning Plans prepared for Rosemarie & Mark Toub, 650 Shadywood Drive, as prepared by Site Engineering Concepts, LLC, two (2) sheets, dated December 20, 2024, and as required for use of the in-ground pool and patio. All required improvements appear complete. However, we note that permanent mature grass growth shall be established in the area of the construction access to the south and west of the pool installation.

If you have any questions regarding the above, please contact this office.

Sincerely.

Douglas C. Rossimo

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

**DCR** 

cc: Andrea L. Coaxum, Borough Manager Megan McShane, Executive Assistant Rosemarie & Mark Toub, Owner

Julie Jones, Blue Haven Pools, Applicant

Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

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

#### PERKASIE BOROUGH RESOLUTION NO. 2025-46

A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL AUTHORIZING THE RETURN OF THE GRADING PERMIT ESCROW IN THE AMOUNT OF \$396.08 FOR THE PROJECT LOCATED AT 805 NORTH RIDGE ROAD AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE GRADING PERMIT ESCROW RELEASE AND CLOSE OUT OF THE ACCOUNT

WHEREAS, Zack Conolly ("Applicant") received approval from the Borough for a grading permit for a project located at 805 North Ridge Road; and

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

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasie, as follows, that the remainder of the Grading Permit Escrow for the project located at 805 North Ridge Road shall be returned to the Applicant, upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees, and closed out.

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

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasie Borough on the 6<sup>th</sup> day of October, 2025.

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

#### Megan McShane

From: Megan McShane

Sent: Tuesday, September 30, 2025 1:15 PM

**To:** Megan McShane **Subject:** 805 N. Ridge Road

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

Sent: Tuesday, April 15, 2025 8:40 AM

**To:** Cassandra Grillo < cgrillo@perkasieborough.org > Cc: Scott Detweiler < sdetweiler@gilmore-assoc.com >

Subject: RE: 805 N. Ridge Road Final Site Inspection for Aboveground Pool and Detached Garage

#### Cassandra,

Good morning. Since all work appears complete for 805 N. Ridge Road, I have attached the Grading/Drainage Permit with the 'Approved for Occupancy' checked and signed for both the Detached Garage and Aboveground Pool. Please notify the Property Owner about the completion of the project. If there are any questions, please don't hesitate to ask.



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

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

Main: 215-345-4330 | Direct: 267-337-6882

www.gilmore-assoc.com | BUILDING ON A FOUNDATION OF EXCELLENCE

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From: Scott Detweiler <sdetweiler@gilmore-assoc.com>

Sent: Monday, April 14, 2025 7:10 PM

**To:** Douglas Rossino < <a href="mailto:drossino@gilmore-assoc.com">drossino@gilmore-assoc.com</a> <a href="mailto:ccritlo@perkasieborough.org">Cc: 'Cassandra Grillo' < <a href="mailto:cgrillo@perkasieborough.org">cgrillo@perkasieborough.org</a>

Subject: RE: 805 N. Ridge Road Final Site Inspection for Aboveground Pool and Detached Garage

#### Doug,

I met with Zack Connoly today and note all installations appear complete as noted on the 2 plans.

These permits appear ok to close out.

If you have any further questions please let me know.

Scott

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

**Sent:** Friday, April 11, 2025 1:06 PM

**To:** Scott Detweiler < sdetweiler@gilmore-assoc.com > Cc: 'Cassandra Grillo' < cgrillo@perkasieborough.org >

Subject: 805 N. Ridge Road Final Site Inspection for Aboveground Pool and Detached Garage

Importance: High

Scott,

The Borough has two (2) open Grading Permits for the installation of an aboveground pool and detached garage at 805 N. Ridge Road. The pool and garage were completed in 2024. The Borough needs us to verify that all items associated with the Grading Permits are complete. Attached are the approved Grading Permits. Please stop by the property and verify that all items are constructed in accordance with the plans and approved. I spoke to the Property Owner (Zack Conolly) this week about the inspection. Zack wants to be present for the inspection and asked if you can call him on Monday (4/14) at 267-446-1697 to schedule the inspection. Once your inspection is complete, please respond to this email to Cassandra and I and let us know what you find. Thank you.



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

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

Main: 215-345-4330 | Direct: 267-337-6882

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#### PERKASIE BOROUGH RESOLUTION NO. 2025-48

A RESOLUTION OF THE BOROUGH COUNCIL IN AND FOR THE BOROUGH OF PERKASIE, BUCKS COUNTY, PENNSYLVANIA, APPROVING THE RELEASE AND CLOSE OUT OF THE ESCROW ACCOUNT IN THE AMOUNT OF \$1,297.22 FOR THE PERKASIE REGIONAL AUTHORITY RESERVOIR REPLACEMENT PROJECT AND AUTHORIZING THE SIGNATURE OF THE BOROUGH MANAGER ON THE RELEASE AND CLOSE OUT OF THE ACCOUNT

WHEREAS, the Perkasie Regional Authority ("Applicant") proposed the construction of a 0.75 million-gallon water reservoir tank to be constructed of concrete. The plan related to Bucks County Tax Parcel 33-003-011, which contains approximately 2.1 acres. The property, which is the subject of this Resolution, is located along the south side of Ridge Avenue at the intersection with N. Ridge Road. The site is zoned R-2, and the intended use is a public utility which is the construction and maintenance of a public water reservoir;

WHEREAS, the Plans were prepared by Andersen Engineering Associates, Inc., consisting of 10 sheets dated January 27, 2022, and last revised April 6, 2023;

WHEREAS, upon inspection Gilmore & Associates, Inc. has certified that the PRA Reservoir Replacement Project is complete and the Escrow Account in the amount of \$1,297.22 may be released to the Applicant and closed out, upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Perkasie, as follows, that the Escrow Account in the amount of \$1,297.22 may be released and closed out upon confirmation by the Borough that there are no outstanding or forthcoming engineering and legal fees.

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

THIS RESOLUTION WAS DULY ADOPTED by the Perkasie Borough Council on the  $6^{th}$  day of October, 2025.

# BOROUGH OF PERKASIE: By:\_\_\_\_\_\_\_ James Ryder, Council President By:\_\_\_\_\_\_ Andrea L. Coaxum, Secretary

OF COUNSEL

HON. ROBERT O. BALDI (RET.)

-Mediation and Arbitration

SCOTT A. PETRI FRANK A. FARRY ALLEN W. TOADVINE PAMELA A. VAN BLUNK\* KATHARINE J. WEEDER\* MARC I. RICKLES\* COURTNEY S. CROWLEY\*

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

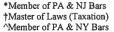


680 MIDDLETOWN BOULEVARD P.O. BOX 308 LANGHORNE, PENNSYLVANIA 19047-0308 TELEPHONE: 215.750.0110 FAX: 215.750.0954

JEFFREY P. GARTON, ESQUIRE

jgarton@begleycarlin.com

October 3, 2025



JEFFREY P. GARTON

FRANCIS X. DILLON

JOHN A. TORRENTE\* STEVEN M. JONES

DOUGLAS C. MALONEY THOMAS J. PROFY, IV\*†

MICHAEL J. MEGINNISS

BRADLEY R. CORNETT

BRYCE H. McGUIGAN\*

CHRIS LITTLE SIMCOX\*
BRENDAN G. CORRIGAN^

KIMBERLY N. BARRON

CHLOE M. BOUDAZIN

MARISA M. PERINI HANNAH M. SCHWEIZER

SEAN M. GRESH

BRENDAN M. CALLAHAN\*

TRACY L. CASSEL-BROPHY\*

CHELSEY CROCKER JACKMAN

#### VIA EMAIL

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

Re: PRA Reservoir / Resolution

Dear Andrea:

Pursuant to an email to my attention from Rebecca Deemer dated September 30, 2025, attached please find a draft Resolution for the release and close out of the escrow account for the above project.

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

In addition to the invoice sent to you yesterday for this matter in the amount of \$176.00, there is a cost in the amount of \$65.00 that was not added for the recording of Sheet 1 of 14 of the Plan.

If you have any questions, please advise.

Very truly yours,

Jeffrey P. Garton

JPG:bcr

Attachment

cc: Rebecca Deemer, Finance Director

Douglas C. Rossino, P.E., CME, M.ASCE

#### Megan McShane

From: Megan McShane

**Sent:** Friday, October 3, 2025 11:48 AM

To:Megan McShaneSubject:PRA Escrow Release

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

**Sent:** Tuesday, September 30, 2025 11:24 AM **To:** Finance < finance@perkasieborough.org>

Cc: Cassandra Grillo <community@PerkasieBorough.org>; Linda Reid <community@PerkasieBorough.org>

Subject: RE: ESCROW Release

Rebecca,

The PRA Reservoir Replacement Project is complete with no more billing. I am closing the project.



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

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

Main: 215-345-4330 | Direct: 267-337-6882

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From: Finance < finance@perkasieborough.org > Sent: Tuesday, September 30, 2025 10:43 AM

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

Cc: Cassandra Grillo <cgrillo@perkasieborough.org>; Linda Reid <community@PerkasieBorough.org>

Subject: Fw: ESCROW Release

Good Morning, Doug,

Can you please confirm that there aren't any outstanding invoices for the engineering work before I have Jeff prepare a resolution for the release of the escrow.
Thank you,
Rebecca



## **BOROUGH OF PERKASIE**

### RECEIVED

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

SPECIAL EVENT PERMIT APPLICATION

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

OCT 1 2025

#### **BOROUGH OF PERKASIE**

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

1. APPLICANT INFORMATION – the Primary	Contact is the person who is to be co	ontacted regarding the application or event
Primary Contact Name: Tim Keddie		
Primary Contact Address: 1228 N5th ST Pennridge	HS	
City: Perkasie	State:	Zip: 18922
Primary Contact Email: tkeddie@pennridge.org		* ***

Event Name: Homecoming Parade	Type of Event: Parade
Are you representing a Host Organization?	Is this organization a non-profit?
If so, list name address and phone below:	Is this organization a private/for-profit entity?
Organization Name: Pennridge HS	Purpose of Event:
Organization Address: 1228 N5th St	
Organization Contact Person: Tim Keddie	Email:
Organization Phone:	tkeddie@pennridge.org wk 215-453-6944, cell 215-678-5673

2. GENERAL EVENT INFORMATION				
Date of event: 10-17-25	Rain Date: none			
Event Duration (start date & time – end date & time): 5pm -6pm				
Estimated Attendance (include organizers, volunteers, attendees, spectators etc): 600 people				
Site Arrival / Set Up time: 4pm Site Departure: 6pm				
Will a registration /entry fee be charged. If y	es, how much? No fee			

#### 3. EVENT DESCRIPTION

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

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

Students, families, and community members will gather in the Guth Elementary School parking lot between 4:00 PM and 4:45 PM. At approximately 5:00 PM, once roads are cleared of vehicular traffic, the parade will begin. The procession consisting of up to eight vehicles and approximately 600 pedestrians will travel from Guth Elementary down N7th Street toward Blooming Glen Road. It will then continue onto Blooming Glen Road and enter Pennridge School District property through the parking lot entrance located opposite 618 Blooming Glen Road. Once the end of the procession has entered district property, barricades may be removed and roadways reopened to vehicular traffic. The parade is expected to be off the public roadway by 6:00 PM.

#### 4. SITE PLAN / DIAGRAM

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

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

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

#### ATTACHMENTS REQUIRED:

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

Starting Location: Guth Elementary parking lot Finishing Location: Pennridge HS at Blooming Glen entrance

#### 5. COMFORT STATIONS / PORTA POTTIES

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

Number of Units: n/a	Delivery date:	Pickup date:
Name of sanitation supplier:		Emergency Contact (day of):

#### 6. ELECTRICAL SERVICE

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

Perkasie Borough Electric Service

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

Electric Service Requested: Yes / No NO Mark locations on sketch map.

#### 7. TRASH & RECYCLING SERVICE

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

- Placement of dumpsters requires a dumpster permit. Contact Borough office for an application form.
- Perkasie Borough reserves the right to invoice the applicant for removal of trash or debris if necessary.

#### Perkasie Borough Trash & Recycling Service

- Perkasie Borough provides trash & recycling service upon request. An hourly rate for this service is established in the Borough's Fee Schedule.
- An estimate for trash & recycling container distribution & pickup, and trash/recycling collection will be provided upon application and an initial fee is required at that time.
- Any balances for actual time worked will be invoiced after the event has taken place.

Trash & Recycling Service Requested: Yes / No

Mark # & locations on sketch map.

#### 8. ROAD CLOSURES & TRAFFIC CONTROL

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

#### ROAD CLOSURES

Roads may be closed only with the express approval of Perkasie Borough Council.

Applicant is responsible for ensuring roads are closed as approved, including erecting and taking down barricades. Roads & sidewalks must be left clear and open after the event.

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

• Any balances for actual time worked will be invoiced after the event has taken place.

Barricades Requested:	Yes / No Yes See map	Mark # & locations on sketch map.
Cones Requested:	Yes / No	Mark # & locations on sketch map.

#### PEDESTRIAN CROSSING

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

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

н				
	Crossing Guards Requested:	Yes / No	# Guards: No	Mark # & locations on sketch map.

#### TEMPORARY PARKING RESTRICTIONS

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

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

No Parking Signs Requested: Yes / No NO # of signs:

#### **EVENT PARKING**

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

Participants of the event may use Guth parking lot but are told not to arrive before 4:00pm to allow Guth students and staff enough time to leave the property.

#### 9. MITIGATION OF IMPACT

#### ATTACHMENTS REQUIRED:

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

#### 10. TEMPORARY FIXED VENDORS

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

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

Estimated number of Food Trucks / Trailers: n/a

Estimated number of For-Profit Vendors: n/a

Estimated number of Non-Profit Vendors (no fee): n/a

#### 11. ENTERTAINMENT

#### ATTACHMENTS REQUIRED:

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

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

#### 12. EVENT SAFETY AND SECURITY

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

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

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

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

#### 13. POLICE DEPARTMENT

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

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

#### 14. FIRE SAFETY

#### ATTACHMENTS REQUIRED:

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

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

#### 15. EMERGENCY MEDICAL PLAN

#### **ATTACHMENTS REQUIRED:**

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

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

On-Site Emergency Medical Service: Yes / No	Standby Service Notified: Yes / No
If yes, Agency Name:	Agency Phone:

#### 16. WAIVER & INSURANCE

#### ATTACHMENTS REQUIRED:

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

#### Indemnification:

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

#### Waiver of Subrogation

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

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

- The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of the Borough.
- 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 attending the event; all claims for such injury of damage are hereby waived.

#### Damage to Borough Property

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

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

17. FEES & CHARO	GES ** subject to change	
The Perkasie Borou	gh Fee Schedule can be downloaded from: https://perkas	ieborough.org/fee-schedule/
The following fees a	are due at the time of application (2024):	
Application Fee:	For Profit (\$100) / Non-Profit (\$50):	
Application Fee, ac	Iditional date (\$10 per date):	

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

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

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

Site Plan	o Parking Plan
Event Safety & Security Plan	o Entertainment Plan
Detour / traffic flow plans	o Draft notices to emergency services
Draft notices to affected residents & businesses	Certificate of Insurance

insurance and waiver statements nerein.				
Signed: Twity will	Date of Application:	10/1	1/25	
On behalf of Organization: Penarroy Hop School		l	(	

Applicant certifies that the information provided on this form is true and correct, has reviewed and agrees to the

#### 12. Event Safety and Security

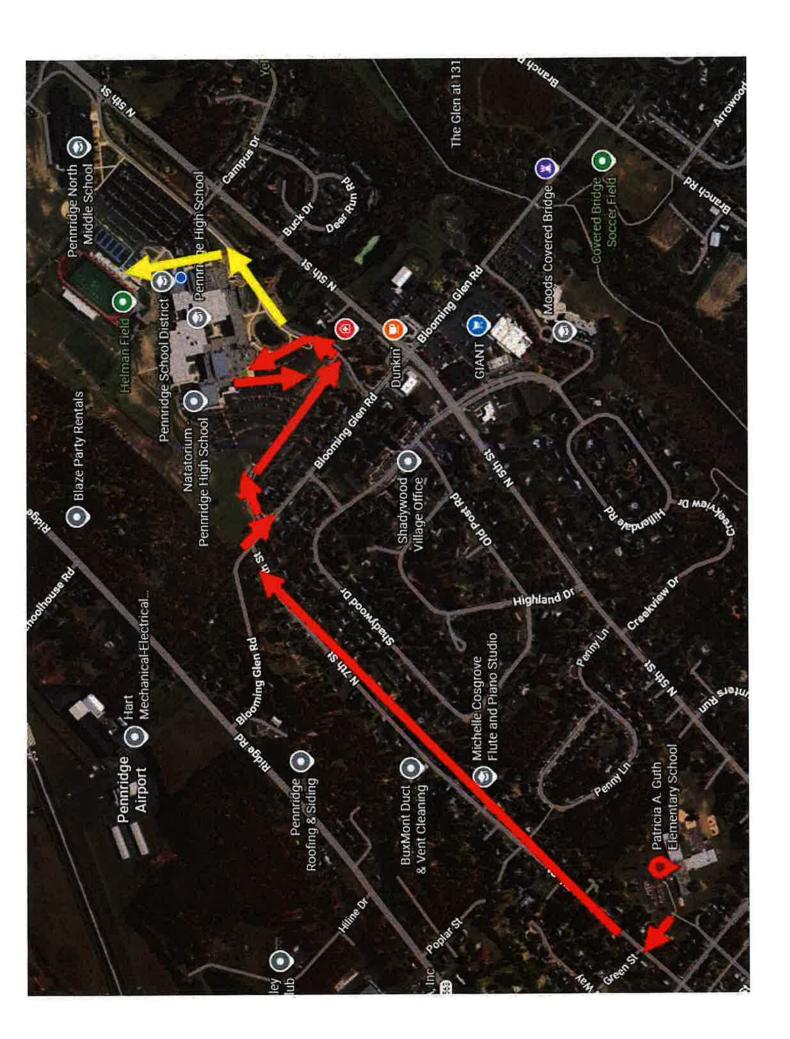
The Command Center will be located in the main office of Pennridge High School. Missing or found persons should be taken to this location. A security guard will be stationed at the Command Center and can be reached at **215-453-6944**. In addition, school police will be on duty and may be contacted via County radio under the identifier **Pennridge1**.

Tim Keddie, Principal of Pennridge High School, will oversee the event and may be contacted directly at **215-678-5673**.

#### 14. Pre-Event Meeting

A pre-event meeting was held with the Chief of Perkasie Borough Police, the Lieutenant of Fire Police, and the Director of Security for Pennridge School District. The group reviewed all intersections scheduled for closure and confirmed the proper equipment to be used at each location. Locations that PSD will provide barricade assistance are as follows:

- 1) Buttonwood & N7th ST
- 2) Entrance To Pennridge on Blooming Glen
- 3) Shadywood Pl & Blooming Glen





# Pennridge High School | 1228 N. Fifth Street | Perkasie, PA 18944 | 215-453-6944 Principal | Timothy Keddie House Principals | Hilary Czaplicki | Cara Gurysh | Scott Hegen | Ray Ott Director of Athletics and Activities | Henry Hunt

Dear Pennridge Community,

Pennridge High School is excited to announce our annual **Homecoming Parade** on **Friday, October 17, 2025, from 5:00–6:00 p.m.** The parade will begin at Guth Elementary School, travel down 7th Street toward Blooming Glen Road, and enter our high school campus at the upper entrance on Blooming Glen Road.

Please be aware that traffic along the route may be temporarily impacted during this time. Emergency services will remain available throughout the event.

We appreciate your support and understanding as we celebrate Homecoming 2025 together with our community.

#### Go Rams!

Pennridge High School Student Council

#### Request to Waive Fees – 2025 Homecoming Parade

On behalf of the Pennridge High School Student Council, Pennridge High School would like to submit a request to the Perkasie Borough Council to waive fees associated with the Pennridge High School Homecoming Parade. According to the Special Evet Permit Application the fees referred to include the application fee (\$50), barricades/cones (\$220), and Police support (\$91.81 per hour).

We appreciate your consideration of this request.

Sincerely,

(Homecoming Parade Chair - Student Council)

(Pennridge High School Principle)

Elle Jains



## **BOROUGH OF PERKASIE**

**RECETY.** The single Street (215) 257-5065 Box 96 Fax (215) 257-6875

Perkasie, Pa. 18944-0096

SEP 2 9 2025

#### SPECIAL EVENT PERMIT APPLICATION

Complete all questions and return application form with all BORE delistration for the Borough's fee schedule. Perkasie Borough will provide an invoice when the permit is approved, detailing an estimate of additional fees. Perkasie Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

1. APPLICANT INFORMATION - the Primary Contact is th	e person who is to be contacted regarding the application or event
Primary Contact Name: Stephanie Emr	
Primary Contact Address:	
City:	State: Zip:
Primary Contact Email: thecrafterymarkets@gmail.com	n .

Event Name: The Craftery Market	Type of Event: Craft Fair
Are you representing a Host Organization? No	Is this organization a non-profit? No
If so, list name address and phone below:	Is this organization a private/for-profit entity? Yes
Organization Name:	Purpose of Event: Shopping
Organization Address:	
Organization Contact Person:	Email:
Organization Phone:	

2. GENERAL EVENT INFORMATION	
Date of event: 11/22/25	Rain Date: none
Event Duration (start date & time - end date & time): 10-	3
Estimated Attendance (include organizers, volunteers, at	tendees, spectators etc): 1000
Site Arrival / Set Up time: 6am	Site Departure: 4pm
Will a registration /entry fee be charged. If yes, how m	nuch? Yes to vendor, no to attendees

#### 3. EVENT DESCRIPTION

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

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

The Craftery Market is a high end craft fair with local vendors selling handmade goods. The day will also include live music and food trucks.

#### 4. SITE PLAN / DIAGRAM

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

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

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

#### ATTACHMENTS REQUIRED:

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

Starting Location:

Finishing Location:

1

# 5. COMFORT STATIONS / PORTA POTTIES

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

	¥				
Number of Units: 2	Delivery date: 11/21	Pickup date: 11/24			
Name of sanitation supplier: Port a	Emergency Contact (day of): 215 766 8164				

# 6. ELECTRICAL SERVICE

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

Perkasie Borough Electric Service

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

Electric Service Requested: Yes / No NO Mark locations on sketch map.

# 7. TRASH & RECYCLING SERVICE

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

• Placement of dumpsters requires a dumpster permit. Contact Borough office for an application form. • Perkasie Borough reserves the right to invoice the applicant for removal of trash or debris if necessary.

# Perkasie Borough Trash & Recycling Service

- Perkasie Borough provides trash & recycling service upon request. An hourly rate for this service is established in the Borough's Fee Schedule.
- An estimate for trash & recycling container distribution & pickup, and trash/recycling collection will be provided upon application and an initial fee is required at that time.
- Any balances for actual time worked will be invoiced after the event has taken place.

Trash & Recycling Service Requested: Yes / No NO

Mark # & locations on sketch map.

# 8. ROAD CLOSURES & TRAFFIC CONTROL

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

### ROAD CLOSURES

Roads may be closed only with the express approval of Perkasie Borough Council.

Applicant is responsible for ensuring roads are closed as approved, including erecting and taking down barricades. Roads & sidewalks must be left clear and open after the event.

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

Barricades Requested: Yes No	Mark # & locations on sketch map.
Cones Requested Yes No 5	Mark # & locations on sketch map.

### PEDESTRIAN CROSSING

Applicant is responsible for providing safe crossing at open road crossings where heavy pedestrian traffic is expected. Any personnel must be trained, qualified traffic flaggers and have the necessary safety equipment. • Perkasie Borough provides qualified Crossing Guards on request, and subject to staff availability. An hourly rate is established in the Borough's Fee Schedule.

• Any balances for actual time worked will be invoiced after the event has taken place.

Crossing Guards Requested: Yes / No # Guards: NO Mark # & locations on sketch map.

### TEMPORARY PARKING RESTRICTIONS

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

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

Marking Signs Requested: Yes/No NO # of signs: 13 4

Marking & Parking: Using signs they probabled in 2024 phone

K reserved from last year. conv.

9129125

### EVENT PARKING

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

3

# 9. MITIGATION OF IMPACT

# ATTACHMENTS REQUIRED:

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

# 10. TEMPORARY FIXED VENDORS

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

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

Estimated number of Food Trucks / Trailers: 3

Estimated number of For-Profit Vendors: 76

Estimated number of Non-Profit Vendors (no fee): 1

# II ENTERTAINMENT

# ATTACHMENTS REQUIRED:

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

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

# 12. EVENT SAFETY AND SECURITY

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

A plan for crowd control and security is required as part of the Event Application. The plan must include at least: • The location of an Event Command Center. Note how it will be identifiable to attendees.

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

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

# 13 POLICE DEPARTMENT

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

4

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

# 14. FIRE SAFETY

# ATTACHMENTS REQUIRED:

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

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

# 15. EMERGENCY MEDICAL PLAN

# ATTACHMENTS REQUIRED:

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

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

On-Site Emergency Medical Service: Yes / No NO

Standby Service Notified: Yes/No

If yes, Agency Name:

Agency Phone:

# 16. WAIVER & INSURANCE

# ATTACHMENTS REQUIRED:

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

### Indemnification:

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

# Waiver of Subrogation

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

# Damage to Property of the Applicant and its invitees

- The Applicant and its employees, officials, volunteers and agents shall be solely responsible for any loss or damage to property of the Applicant or its invitees, employees, officials, volunteers, agents, and representatives while such property is on, at or adjacent to the premises of the Borough.
- · 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 attending the event; all claims for such injury of damage are hereby waived. Damage to Borough Property
  - Applicant assumes full responsibility for taking cognizance of area conditions at the time of the event. Applicant will be responsible for all damages resulting to or from use of the Borough's property. Upon

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

17, FEES & CHARGES ** subject to change						
The Perkasie Borough Fee Schedule can be downloaded from:						
https://perkasieborough.org/fee-schedule/ The following fees are due at the time of application						
(2024):						
Application Fee: For Profit (\$100) / Non-Profit (\$50):	PAND CHECK.					
Application Fee, additional date (\$10 per date):						

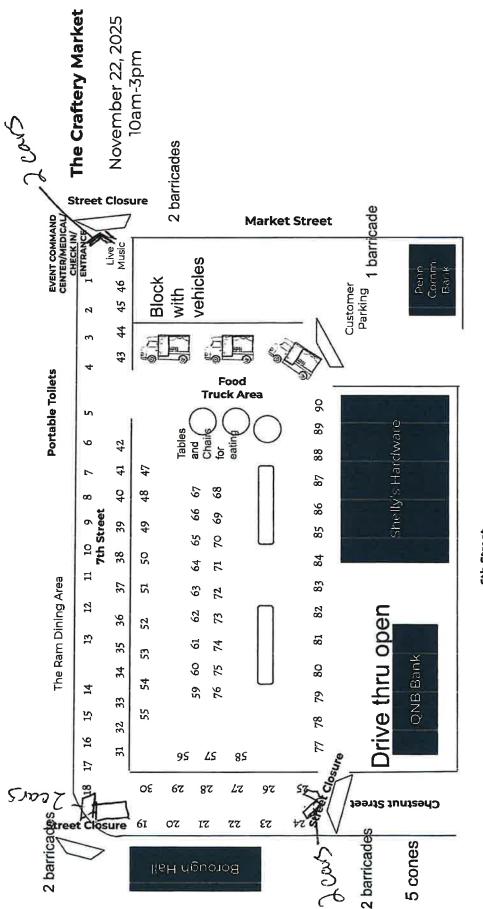
The following fees are due upon permit approval and will be invoiced when the event permit is mailed to the applicant. Fees are listed in the Perkasie Borough Fee Schedule, which is updated annually. An attachment provided with this permit lists the current fees:

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

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

Parking Plan
o Entertainment Plan
o Draft notices to emergency services
o Certificate of Insurance

Applicant certifies that the information provided on this form is true an insurance and waiver statements herein.	8
Signed: Sephanie Emv	_ Date of Application: 9 25 25
On behalf of Organization: The Graffey	- this revised
O	This revised version 9/29/25



6th Street

# **Event Safety & Security:**

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

- The location of an Event Command Center. Note how it will be identifiable to attendees
  - The Event Command Center is marked on the attached event layout and will be identifiable by a sign.
- The name of the individual in charge at the event. Provide the name & contact information of the Event Director.
  - o Event Director: Steph Emr
  - Phone: :
  - o Email: steph@crafterymarket.com
- How will you communicate with all attendees in the event of an emergency?
  - Staff members will promptly relay messages to all attendees
- What is the emergency evacuation plan?
  - o All attendees will be instructed to evacuate the premises in an orderly manner.
- Where is the location for missing/found persons?
  - o At the event command center marked on the attached event layout

Will there be sufficient staff at the event for the expected number of attendees? Yes

- What are the numbers of these staff and how will they be trained on their roles & emergency procedures. How will they communicate with the Event Director in an emergency situation?
  - Yes, there will be approximately 5 staff members on-site. Each team member will receive training on their specific roles and emergency procedures. In the event of an emergency, staff will communicate with the Event Director via phone to ensure a swift and coordinated response.
- How will you block road closures to ensure pedestrian safety?
  - We will block each of the three street closures with two parked vehicles and two barricades
  - We will block the entrance into the Shelly's parking lot using a food truck and one barricade
  - o We will block the grassy entrance behind the live music with parked vehicles



# **CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY) 8/20/2025

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)

	is certificate does not confer rights t				uch en	dorsement(s)		equite an endorsement	. n Ju	
PRODUCER					CONTACT NAME:					
Lacher & Associates Insurance Agency, Inc. Lacher Insurance Group				PHONE [A/C, No, Ext): 215-723-4378 [A/C, No]: 215-723-5757						
633	2 East Broad Street				ADDRESS: certificate@lacherinsurance.com					
So	uderton PA 18964					INS	URER(S) AFFOR	DING COVERAGE		NAIC#
				INSURER A : Hiscox Insurance Company Inc.					10200	
	RED			THECRAF-01	INSURE	RB:		WY - SC		
The Craftery Market 328 Ridge Valley Rd				INSURER C:						
Se	llersville PA 18960-1132				INSURE	RD:				
					INSURE	RE:				
					INSURE	RF:				
				NUMBER: 445249427				REVISION NUMBER:		
IN CI	HIS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE ERTIFICATE MAY BE ISSUED OR MAY I KCLUSIONS AND CONDITIONS OF SUCH	QUIF	AIN.	NT, TERM OR CONDITION THE INSURANCE AFFORD	OF AN'	CONTRACT	OR OTHER DESCRIBED	OCUMENT WITH RESPEC	OT TO V	VHICH THIS
NSR LTR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
A	X COMMERCIAL GENERAL LIABILITY		1140	P105.023,019		9/13/2025	9/13/2026	EACH OCCURRENCE	\$ 1,000	000
	CLAIMS-MADE OCCUR				1			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000	
								MED EXP (Any one person)	\$ 5,000	
								PERSONAL & ADV INJURY	\$ 1,000.	000
	GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$2,000	
	X POLICY PRO-				1			PRODUCTS - COMP/OP AGG	\$2,000	
	OTHER:								\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$	
	ANY AUTO							BODILY INJURY (Per person)	\$	
	OWNED SCHEDULED AUTOS							BODILY INJURY (Per accident)	\$	
ŀ	HIRED NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident)	\$	
	NOTES ONE!							p or decircular	\$	
- 6	UMBRELLA LIAB OCCUR							EACH OCCURRENCE	s	
	EXCESS LIAB CLAIMS-MADE							AGGREGATE	s	
	DED RETENTIONS								\$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER OTH- STATUTE ER		
	ANYPROPRIETOR/PARTNER/EXECUTIVE	N/A						E.L. EACH ACCIDENT	s	
	(Mandatory in NH)	.,,,						E.L. DISEASE - EA EMPLOYEE	S	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$	
			l li							
esc Cer	RIPTION OF OPERATIONS / LOCATIONS / VEHICL ifficate Holder is included as Additional I	ES (A	cord ed un	101, Additional Remarks Schedu der General Liability when	le, may be require	attached if more d by written c	e space is require contract.	d)		
CEF	RTIFICATE HOLDER				CANO	ELLATION				
Borough of Perkasie 620 West Chestnut Street Po Box 96				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						
Po 50x 96 Perkasie PA 18944-0096					Chaol & Zacher					

# Megan McShane

From:

Stephanie Emr <steph@crafterymarket.com>

Sent:

Friday, October 3, 2025 8:51 AM

To:

Linda Reid

Subject:

Re: Event Permit Application - The Craftery Market

Hi Linda,

Here is an update addressing the police concern.

As a precaution to ensure that vehicles cannot enter the event, we will park an additional vehicle in or across the entrance to the QNB drive-through.

Thank you, Steph Emr

From: Linda Reid <community@PerkasieBorough.org>

**Sent:** Tuesday, September 30, 2025 10:38 AM **To:** Stephanie Emr <steph@crafterymarket.com>

Subject: FW: Event Permit Application - The Craftery Market

Hi Stephanie,

Please see the concern noted below by the Chief of Police.

Please will you send an email confirming that you will park an additional vehicle in or across the entrance to the QNB drive through. Once I receive it I will put the whole packet on the Council agenda for consideration and approval. Their meeting is on Monday October 6<sup>th</sup>.

Thank you,
Linda J Reid | Assistant Borough Manager
Certified Zoning Official | Certified Building Official
Perkasie Borough
P.O. Box 96
620 W. Chestnut St
Perkasie, PA 18944
(215) 257 5065 x110

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

Sent: Tuesday, September 30, 2025 10:31 AM

Subject: RE: Event Permit Application - The Craftery Market

The only concern I have is that the drive thru is still open and could allow a vehicle to enter the event.

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



From: Linda Reid < community@PerkasieBorough.org>

Sent: Tuesday, September 30, 2025 9:23 AM

To: rschurr perkasiepd.org < rschurr@perkasiepd.org >; Jeff Tulone < publicworks@perkasieborough.org >; Howie Stone

<electric@perkasieborough.org>; Rich Dunbar: <rul><rul>rdunbar@perkasiefire.org>; Chief 26 <</td><rul>chief@perkasiefire.org>Cc: Finance <finance@perkasieborough.org>; Andrea Coaxum <manager@perkasieborough.org>; Lauren Moll

<parkandrec@perkasieborough.org>

Subject: Event Permit Application - The Craftery Market

# Good morning,

Find attached a Special Event Permit Application for The Craftery Market, scheduling for 10am-3pm on Saturday November  $22^{nd}$ .

The applicant has included a request for barricades and cones, and a Safety Plan showing the locations and methods of closing the perimeter intersections.

Please let me know if you have any issues before this goes to Council on Monday October 6th.

# Thank you,

Linda J Reid | Assistant Borough Manager Certified Zoning Official | Certified Building Official Perkasie Borough P.O. Box 96 620 W. Chestnut St Perkasie, PA 18944 (215) 257 5065 x110 continued from page 14

# **Historical Marker Placed** in Lake City Borough

On June 14, during the Lake City Fire Co. Carnival, officials of Lake City Brough conducted a ceremony, led by Nathan Koble, to place an engraved stone marker in front of the borough's gazebo on Rice Avenue.

The historical marker commemorates a moment in the borough's history when Lincoln, the 16th president of the U.S, stopped there while taking a train to his inauguration in Washington, D.C., on Feb. 16, 1861.

The project started as an idea and a dream for Koble, a local resident and 1995 graduate of Girard High School.



Nathan Koble speaks during the June 14 ceremony regarding the historical marker for Abraham Lincoln placed in Lake City Borough. Photo by Michael Stafford

Officials who attended the ceremony included Lake City Mayor Andrew Graves, state Rep. Parke Wentling, (R- Mercer), and state Rep. Jake Banta, R-(Erie). 

B

# New Mural in Bucks County's Perkasie Borough

Perkasie Borough has announced the completion of a colorful new mural on the long-abandoned SEPTA freight car in the borough. Created by renowned artist Carrie Kingsbury of Promiseland Murals and installed by the Perkasie Public Works Department, the mural transforms a once-blighted site into a striking gateway to the Borough's historic downtown.



The mural's design, reviewed with input from residents and Borough Council members, celebrates some of Perkasie's best-loved landmarks and events, and strong sense of community. "It was an honor to create something that showcases what people love most about Perkasie," said Kingsbury. "This mural tells a story of connection, history, and celebration, and I hope it brings a smile to everyone who sees it."

The project was funded in part through the Visit Bucks County Tourism Grant Program, with additional support from Perkasie Borough. The borough partnered with the Perkasie Town Improvement Association to secure funding and to manage the project from concept through installation. B

SOURCE: Community News, The Independence, Bucks County, August 7, 2025. [portion]. Photo courtesy of the Independence Bucks County

# Perkasie's 24th annual Fall Festival to be held on October 5

By MediaNews Group

PUBLISHED: September 29, 2025 at 1:04 PM EDT

PERKASIE — Perkasie Borough has announced that the 24th annual Fall Festival will be held on October 5 from noon to 4 p.m.

In downtown Perkasie, guests will find a giant inflatable farm maze, highland cows and animal rescues, a vendor fair and food trucks, pumpkin decorating, crafts and games, tractor rides and outdoor games and activities for all ages. In addition, an AHA sensory-friendly area will be located in the town center for kids and those with sensory sensitivities, said a Perkasie borough press release.

There will be live entertainment throughout the day, featuring the Bucks County Folk Song Society, Back Porch Jug Band, In Yellow and performances by Pennridge RAMS Cheer and the Pride of Erin Irish Dances.

Meanwhile, Menlo Park will offer additional family-friendly fun, including trampolines, a moon bounce, balloon twisting. face painting, fall-themed crafts, pony rides (small fee applies) and a scarecrow decorating contest (one per family while supplies last; judging takes place at 3:30 p.m. and winners will be announced just before 4 p.m.). Henry Hopf will be performing live music, said the release.

Additional activities include a pie-eating contest at 3:15 p.m., the opening of the Perkasie Carousel until 5 p.m., a Meat Wagon food truck, Rita's Water Ice and a snack stand.

There will be free shuttle buses connecting both event locations. Guests may also walk between the locations.

ADA parking is available at the Menlo Aquatics Center lot and at Borough Hall (access from 7th Street). Additional event parking is offered at several business lots around the town center and at Pennridge South Middle School, 610 S. 5th St., said the release.

Event information and parking & road closure details are available at: https://perkasieborough.org/information/community-events/fall-festival/

Event sponsors include A&T Chevrolet Subaru, American Heritage FCU, Gilmore & Associates, Penn Community Bank, Grim, Biehn & Thatcher, Colmar Dentistry for Kids, QNB Bank, Kimberley Vassal Coe & Weimer Insurance, Renewal by Andersen, First Student, Redtail Financial Group, Dunkin' and Joe Davis Autosport.

Questions about the Fall Festival can be sent to events@perkasieborough.org.

# **Bucks County Boroughs Association**

Bucks County Boroughs,

In an attempt to keep costs down, which we are counting on to increase attendance at our dinner meetings, we are making two changes. 1) We are going to try having our meetings in member boroughs public meeting rooms and 2) serve sandwiches, wraps, hoagies, etc. instead of a sit-down hot meal. We were charging \$45 per meal when meeting at the Logan Inn, and losing money on each meal. Please let us know if you have any specific dietary needs. (for health reasons only).

The first meeting using the new format will take place October 30, 2025, at Burkart Hall in New Britain Borough. Please see the attached flyer for details.

The cost per person will be only \$30. Our guest speaker is Bucks County District Attorney Jen Schorn.

Hopefully the new format is seen as a positive change. Let me know if your borough would like host a meeting.

# <u>Address</u>

56 Keeley Avenue New Britain Borough, PA 18901

# Parking Instructions

Park across the street at the borough administration building. (45 Keeley Ave.) The event is across the street at Burkart Hall.

DO NOT go in the front entrance. Use the stairs on the side facing the small parking lot. There is an elevator in the back.

Respectfully,

Ed Child BCBA President

# Join Us!

# Bucks County Boroughs Association Meeting October 30, 6:00 PM

Burkart Hall
56 Keeley Avenue, New Britain Borough

**Guest Speaker** 

Jen Schorn Bucks County District Attorney

Dinner \$30

Please send your checks to Steve Ascher 45 Keeley Avenue New Britain, PA 18901

Please respond with your attendee count no later than October 27 to echild1@verizon.net



# THE LIVE WIRE September 2025



# Save these Dates!

PMEA Spring Superintendents/ Foremen Meeting
March 26 & 27, 2026 @ The Nittany Lion Inn, State College
\*Registration opens in January 2026\*

PMEA 2026 Annual Conference – September 9 – 11, 2026 Omni Bedford Springs, Bedford

PMEA Business Workshop

- September 9, 2026 @ Omni Bedford Springs, Bedford

2025 Training for Line Crews – \*Training for 2026 will be announced soon\*

Team Building
October 16 & 17 - Grove City
October 20 & 21 - Chambersburg
October 22 & 23 - Lansdale

# **Proposed Data Center Development Transparency Act**

Senators Rosemary Brown (R) and David Argall (R) are proposing legislation to strengthen oversight of data center development through mandatory pre-application consultations between developers and local officials. This measure aims to protect municipal infrastructure while ensuring

transparency and providing elected officials with comprehensive project information before formal review begins.

In their co-sponsorship memo, the Senators note: "Data centers represent a growing industry with the potential to bring substantial economic opportunity to the Commonwealth. However, they are also resource-intensive facilities. Without strong proactive planning and oversight, these demands can place significant strain on local infrastructure that could be detrimental to a community's future growth."



Key requirements of the proposed legislation would mandate that data center developers:

**Submit a pre-application meeting request** 30 days before filing formal development applications. These meetings must include:

- Zoning and planning officials
- Elected officials with decision-making authority
- Third-party engineers and solicitors as needed

**Provide comprehensive "will-serve" letters** from all utility providers (water, sewer, electric, and fiber), demonstrating:

- Available infrastructure capacity at full project build-out (not phased development)
- Potential impacts on existing residents' access to these services

This framework ensures local officials have complete information to assess a project's true infrastructure demands and long-term community impact before entering the formal review process.

# Governor Shapiro Said Electric Grid Operator PJM Needs Reform to Put Customers First

The organization that manages the electric grid for Pennsylvania and 12 other states has moved too slowly in response to skyrocketing energy demand and consumers are paying for it, Gov. Josh Shapiro said Monday.

Speaking at a conference of energy industry leaders and regulators in Philadelphia, Shapiro said PJM Interconnection must make changes, including giving states a bigger role in its governance, or the commonwealth could leave the consortium.

"We need to be thinking about consumers and their costs, something that PJM, I think, doesn't really spend a whole lot of time focused on," Shapiro told reporters Monday after delivering opening remarks at the event.

He said governors from each PJM state share concerns about the Valley Forge-based organization's backlog of new energy projects awaiting approval while peak energy consumption is expected to increase by 20% in the next decade, according to PJM's forecast. Much of that demand will come from data centers that house the computing power for artificial intelligence.

"We need to move more quickly on these energy-producing projects. We've got to hold down costs. If PJM cannot do that, then Pennsylvania will look to go it alone," Shapiro said.

Virginia Gov. Glenn Youngkin, who spoke via video, said overhauling the state's power policy was among his first calls for action after taking office in 2022. Youngkin, a Republican, said his administration predicted demand would grow faster than PJM's forecast.

"Indeed, instead of unlocking investment and fast-tracking critical projects, PJM has instead been responsible for bottlenecks and delays that crush jobs, drive up utility bills and leave families and businesses hurting," he said. "This is a crisis of not having enough power, and it is a crisis in confidence."

Youngkin said Virginia lawmakers are working on legislation that would allow the state to reassess whether its utilities should remain part of PJM. "This doesn't mean that we are walking away, but it does mean that collectively, we recognize we need to represent and protect our ratepayers, and that means sending a clear, unified signal that PJM must modernize," he said.

PJM was founded in Philadelphia nearly a century ago when three electricity utilities connected their independent grids to share resources and improve reliability. With more than 1,000 stakeholder members, it now ensures the flow of power to utilities in all or parts of 13 states from New Jersey to Illinois and the New York border to North Carolina.

It is overseen by a board of governors through a consensus-based issue resolution process in which member organizations and stakeholders have weighted votes on issues that will go before the board. These include state consumer advocate organizations, like Pennsylvania's Public Utilities Commission, but the states themselves have no direct input. The board's decisions are ultimately subject to approval by the Federal Energy Regulatory Commission.

PJM's stakeholder process and meetings are open to the public with agendas and minutes posted on its website, but members of the public are required to register for an account to watch meetings virtually. And while votes by the board's members committee, the final stop for any action on governing documents, are public, critics have compared the process to a black box because stakeholders' votes on questions before lower committees and subcommittees are secret.

Lawmakers in several states have proposed laws requiring PJM members to report their votes to state regulators. They include a bill introduced by Pennsylvania state Rep. Chris Rabb (D-Philadelphia), which passed in the House in July and awaits action in the Senate.

"Utility companies operating in our regional power grid that determine the electric bills, environmental and public health of 65 million people should never be allowed to vote in secret," Rabb said. "Such decisions must be publicly disclosed. End of story."

PJM CEO Manu Asthana, who is set to step down at the end of this year, said he's proud of the reliability that PJM has provided through a series of unusual events during his tenure, including record peak demands, a pandemic, geomagnetic storms and the collapse of the Francis Scott Key Bridge in Baltimore, which threatened a major transmission line.

Asthana said criticism of PJM's interconnection queue, in which 63,000 megawatts of power projects await review for permission to connect to the grid, is not warranted.

"There's a lot of mythology and a lot of things that are said about our interconnection queue," he said, noting that number is down from 200,000 megawatts when the organization implemented reforms in 2023. PJM also notes that it has cleared tens of thousands of megawatts worth of projects that have failed to come online for reasons outside of its control, including site acquisition, permitting and supply chain problems.

PJM has also worked proactively with members to prioritize important projects, such as restarting Constellation Energy's former Three Mile Island nuclear power plant, now renamed the Crane Clean Energy Center, and redeveloping Homer City, one of the nation's largest coal power plants, into the nation's largest natural gas-burning power stations. Both projects will power data centers.

Experts who spoke during panels at the conference agreed with Shapiro, Youngkin and New Jersey Gov. Phil Murphy, who also spoke via video, that PJM is not serving consumers well.

# PJM Reform (continued)

"You've got 67 million people who are very concerned, and again, consumers are called voters, and that makes the politicians concerned," said former FERC Chairman Mark Christie. Christie and former FERC Commissioner Allison Clements were recommended by a bipartisan panel of PJM-state governors to fill vacancies on the board, but neither was ultimately nominated.

"PJM should be reimagined in the governance sense," Christie said, adding that he would not interfere with the technical aspects of operating the grid. "The policy making things that PJM does in their political policy, if it's going to be a regional government for the grid, people who are elected will have a much bigger role in that."

Vincent Duane, a former senior vice president and general counsel at PJM, said changes need to go deeper than simply giving elected officials a bigger role.

"I'm going to be blunt and unpopular when I say that PJM has become ungovernable," Duane said "Adding seats to an already crowded banquet table with 1,000 parliamentarians with vastly different interests, I think, is going to ultimately leave states feeling disappointed with the outcomes."

What is missing is more purposeful and deliberate decision making from a strong executive branch in the organization that is accountable to state utility regulators, he said.

Duane later added that as general counsel, PJM board members often asked him to whom they had a fiduciary responsibility. He said he had trouble answering the question. To say the responsibility was to the marketplace or membership was unsatisfactory.

"Until we can get a good answer to that question, it's premature to start talking about process and voting structures," Duane said.

Source: Peter Hall, Pennsylvania Capital-Star, https://penncapital-star.com, published September 22, 2025.

# The Al Boom Hits PA: How Will Lawmakers Respond?

State Senator Katie Muth (D) toured a data center in her district this May, she discovered the source of growing concern statewide: Al servers that consume massive amounts of power and drive-up energy costs for consumers. The experience prompted Muth to propose the "Pennsylvania Ratepayer Protection Act," one of at least a dozen bills addressing the commonwealth's hottest industrial issue.



# The Energy Cost Crisis

Pennsylvania ranks second and third nationally for announced data center development, according to consulting firm Wood Mackenzie. The surge is already hitting consumers' wallets hard.

PJM's independent market monitor identifies data centers as the primary cause of these "unprecedented" increases, accounting for about \$9.3 billion of this year's auction prices across the 13-state grid that stretches from Chicago to New Jersey.

Muth's upcoming legislation targets transmission costs—when new power-hungry facilities require new infrastructure, companies like PECO and PPL pass those costs to customers. Her bill, modeled on Oregon policies, would require "high-load" customers to cover infrastructure costs themselves.

# **Political Divisions and Opportunities**

The state's politics complicate any solutions. Yet there's apparent agreement on one goal: attracting more AI development.

At July's Energy and Innovation Summit in Pittsburgh, President Trump, Gov. Josh Shapiro, and Sen. Dave McCormick all celebrated more than \$90 billion in tech investments announced for the state. Amazon Web Services alone is investing \$20 billion, promising at least 1,250 "high-skilled" jobs.

The legislature has found common ground before. In 2021, bipartisan support expanded tax credits for data center equipment purchases—an incentive currently costing the state \$43 million annually and projected to exceed \$50 million by decade's end.

# **Competing Legislative Visions**

**Shapiro's "Lightning Plan"** packages six bills combining streamlined permitting for energy projects with clean energy policies, carbon cap-and-trade, and rural energy cost relief. While not directly targeting AI centers, it focuses on generating the power these facilities demand.

**Republicans favor deregulation.** Senator Greg Rothman's bill would create "Commonwealth Opportunity Zones" with fast-track permitting and "regulatory sandboxes" encouraging deregulation. Rep. Jason Ortitay proposed a "Keystone Artificial Intelligence Authority" to centralize and streamline permitting.

# Al Boom (continued)

**Internal Democratic tensions** complicate Shapiro's agenda. His RESET bill, creating a central authority for approving large energy facilities, faces opposition from environmental groups fearing it could fast-track fossil fuel projects, and from local officials worried about losing siting authority.

The Regional Greenhouse Gas Initiative adds another wrinkle. Shapiro's predecessor joined the 10-state cap-and-trade program in 2022, but Pennsylvania's participation remains tied up in courts. Senate Majority Leader Joe Pittman says the pending case leaves Republicans "very limited" in considering energy legislation.

# **Environmental and Consumer Concerns Sidelined**

Critics worry Pennsylvania is repeating historical mistakes—rolling out the red carpet for industries without considering consequences. "Pennsylvania's history is, we roll out the red carpet for every industry, regardless of whether its impacts are known or unknown," said John Quigley, former state environmental secretary and now senior fellow at the University of Pennsylvania's Kleinman Center. "Then we find out later we made a mistake. I don't see too much indication we're not on the same track."

Water usage presents another overlooked concern. Quigley notes data centers can use millions of gallons daily, yet "nobody's raised the issue, nobody's planned for it"—concerning for a state where millions rely on groundwater wells.

### **Alternative Paths Forward**

With legislative gridlock, regulatory agencies may drive policy. The Pennsylvania Public Utility Commission held hearings in April about a potential "model tariff" ensuring data centers pay transmission costs they generate. The PUC could also require companies to help low-income residents afford energy bills. A spokesperson said the commission is drafting a proposal for release "in the near future." PJM Interconnection is considering policies requiring data centers to "bring their own power" rather than straining existing grid capacity.

Source: Inside Climate News, September 2025.

# **Highlights from the PMEA Annual Conference**

# **Strategic Focus on Industry Transformation**

The conference's opening session set an ambitious tone with "Navigating the New Energy Landscape: Strategic Priorities for Public Power in Times of Uncertainty." Industry leaders Jolene Thompson, President & CEO of AMP, and Scott Corwin, President & CEO of APPA, examined how recent federal legislation has reshaped the renewable energy landscape while municipalities grapple with unprecedented electricity demand growth.

A standout panel, "Balancing Grid Reliability and Consumer Costs,"





featured Pennsylvania Public Utility Commission Chairman Steve DeFrank addressed the state's proactive response to last year's 22% surge in PJM capacity market pricing. The discussion highlighted Pennsylvania's emergence as a leading voice in tackling critical energy challenges, from Al-driven electricity demand to grid modernization needs.

# Practical Knowledge for Real-World Challenges

The Business Workshop delivered immediately applicable insights through sessions like "Electric Utility Fund --

Accounting Fundamentals," where Baker Tilly's Bethany Ryers demystified GASB and FERC requirements while covering unique public power considerations including work orders, payroll allocation, and capital versus maintenance distinctions.

The comprehensive "Understanding PJM The Fundamentals" panel, experts GDS Associates, Smart Utility Management, and Salzmann Hughes, provided essential knowledge about one of nation's largest the transmission regional organizations and its impact on electricity costs and market dynamics.



# **PMEA Conference (continued)**

### **Innovation Meets Implementation**

PMEA demonstrated its forward-thinking approach with sessions on emerging technologies and

operational excellence. Scott Corwin returned to present APPA's newly released "Guide to Utility Operational Excellence," outlining 11 strategic areas that serve as critical pillars for municipal utilities navigating an increasingly complex energy landscape.

The conference's cutting-edge session, "A Roadmap for Al Compliance, Policy, and Usage," led by Iowa State University's Mike Bootsma, addressed the practical implementation of artificial intelligence in utility operations

while managing organizational and customer risks.





# Collaborative Solutions and Professional Development

Recognizing that municipal utilities face varying challenges their size based on and resources, PMEA offered targeted breakout sessions. Managers and elected officials explored collaborative approaches including shared service agreements and mutual partnerships, while superintendents and foremen specialized participated in training discussions.





The conference's structure fostered both formal learning and informal networking, with events ranging from the golf outing at Omni Bedford's Old Course to evening receptions that facilitated meaningful connections among Pennsylvania's public power community.

To access presentations from this year's conference, please visit the members only section of our website, <a href="https://www.papublicpower.org">www.papublicpower.org</a>. Presentations will be available for a limited time only.

Do not miss out – this conference is for all of PMEA's members from large to small.

Plan today to attend the Annual Conference next year, September 9 – 11, 2026!



# Share Your News....

Please share with us your exciting new projects, photos, personnel updates, and any other news! Your submissions should be sent to <a href="mailto:bosak@papublicpower.org">bosak@papublicpower.org</a> at any time and we will use them in upcoming editions. We also welcome your suggestions for topics of interest for our newsletters.