



**BOROUGH OF AMBLER
COMMITTEE MEETING AGENDA
November 5, 2025
7:00 p.m.**

*All matters that are deliberated could result in
a vote to take official action.*

I. MOTION – WARD 1 BOROUGH COUNCIL SEAT VACANCY.

II. CONFIRMED APPOINTMENTS:

- a. AMBLER MAIN STREET ANNUAL UPDATE – BOB KING, PRESIDENT

III. MINUTES FOR REVIEW:

- a. OCTOBER 21, 2025 COUNCIL MEETING

IV. COMMITTEE REPORTS (WITH PUBLIC COMMENT ON AGENDA ITEMS ONLY):

- a. PUBLIC SAFETY
b. PUBLIC UTILITIES
c. PARKS & RECREATION
d. SALARY & PERSONNEL
e. FINANCE & PLANNING

V. OPEN PUBLIC COMMENT PERIOD.



PO Box 36
 131 Rosemary Ave
 Ambler, PA 19002
www.amblermainstreet.org

2025 Officers and Directors

President	Bob King	rking@amblersav.com
Vice President	Pete Phillips	peter.phillips@pa-arch.com
Vice President	Berne Siergiej	bsiergiej@aol.com
Secretary	Tara Bevivino	tarabevhomes@gmail.com
Treasurer	Rich Myers	richard@shaeff-myers.com

Directors

Jeanne Cooke	ejc245@verizon.net
Karen Kaiser	immersionstudio@me.com
Frank Laguda	frank@tonylagudaformalwear.com

Mayor	Jeanne Sorg	jsorg@borough.ambler.pa.us
Council Pres.	Glynnis Siskind	gsiskind@borough.ambler.pa.us
Borough Mgr.	Kyle Detweiler	kdetweiler@borough.ambler.pa.us

Events	Mary Aversa
Restaurants	Brian Sirhal
Volunteers	Chris Mrozinski

Elizabeth Wahl Kunzier
Ambler Mainstreet Manager

Event responsibilities:

Planning and coordination with Borough departments

- Pre-event meeting
- Day of logistics
- Post event critiques

Notification to business of event specifics

- Dates, times, closures
- Ordinance suspensions (if applicable)

Vendor management

- Vetting of potential vendors
- Managing vendor fees
- Managing vendor placement
- Coordinating vendor ingress and egress
- Coordinate “brick & mortar” spacing
- Liaison with Rotary for beer garden events

Entertainment management

- Sourcing and vetting entertainment
- Arranging performance schedules
- Sourcing stage equipment
- Sourcing sound providers
- Budgeting and cost controls

Sponsorship management

- Maintain existing sponsorship relationships
- Secure new sponsorship relationships
- Provide appropriate sponsorship recognition

Event promotion

Elizabeth Wahl Kunzier
Ambler Mainstreet Manager

Other responsibilities

Social media

- Manage four AMS Facebook accounts
- Manage AMS Instagram page

Butler Ave

- Maintain kiosk postings
- Coordinate and manage decorations
- Coordinate with Plant Ambler
- Monitor tree lights

Publicity

- Interface with media (newspapers, TV)
- Networking events
- Small Business Saturday
- Restaurant week(s)

Holiday Items

- Manage the annual Holiday parade
- Santa by trail
- Holiday performances (Carolers, etc)
- Coordinate restaurant/retail holiday events

AMBLER MAIN STREET
ACCOUNT BALANCES
AS OF 10/30/2025

General Checking	15,811.86	
Music Fest Checking	53,602.82	
Music Fest Money Mkt	51,858.67	
Theater Loan	30,827.65	(restricted)
VENMO	2,486.82	



Ambler Gazette, The (PA)

December 13, 2002

Ambler BID plan gets cool reception

By By: Christopher Witkowsky

Article Text:

The proposal, called a business improvement district, was discussed at a meeting at the Act II Playhouse Nov. 25 by the 15-member business improvement district steering committee, which includes some business owners, Ambler Main Street Manager Bernadette Dougherty and developer John Westrum, and about 40 merchants and commercial property owners.

"I'm glad as many people came out and they had a chance to express their concerns and support," Dougherty said after the meeting, stressing the steering committee will continue working on the fairest way to fund the BID.

According to literature handed out at the meeting, a BID is defined as "a municipally approved entity to enable business and commercial property owners to improve profits and property values." BID-funded work would include facade improvements, parking improvements, new business recruitment and a lighting plan.

There are 1,200 BIDs around the country and some local BIDs have been established in Ardmore, Media, Allentown and Lancaster, the literature states.

According to the proposal discussed at the meeting, the BID would be funded with an annual tax on commercial property owners in Ambler made up of a flat

membership fee of \$248.76 and an assessment based on the front footage of a property.

Only commercial property owners would be assessed and business owners who rent space out of assessed properties would not pay the tax, though some tenant business owners said an extra tax on their landlords would mean an increase in their rents. Also, owners of apartment buildings would not be charged.

Properties on Butler Avenue would pay 100 percent of the frontage costs while properties off of Butler would pay 50 percent of their frontage assessment.

According to documents handed out at the meeting, the owners of the Ambler Acme would pay \$2,218.06 a year for 520 feet of frontage area plus the flat fee. Michael and Susan Heayn, who own a photography studio on Bethlehem Pike with 34 feet of assessed front footage, would pay \$375.63 yearly.

Members of the steering committee said the tax would affect 201 commercial properties and bring in \$98,000 a year in revenue that would pay for most of the \$163,000 annual projected BID budget. The rest of the budget would include about \$12,000 from the borough and \$43,000 in grants.

The budget is divided into seven categories: \$40,000 for parking improvements; \$20,000 for facade improvements; \$10,000 for a marketing strategy; \$2,000 for a newsletter; \$8,000 for business recruiting and retention; \$10,000 for a lighting plan on streets other than Butler Avenue; and \$73,000 for a salary for a full-time manager and administrative costs.

A board of directors made up of commercial property owners would be in charge of appropriating the money.

Property owners and tenant business owners questioned the costs and the importance of the BID.

Lisa Serratore, who rents space for a business out of a property along the 200 block

of North Main Street, said she would see no benefit from the BID.

"If you tax my landlord, I'm going to be paying and I want to be left out of it," Serratore said.

Denine Wish, owner of Mermaid Studios on Butler Avenue, suggested a more equitable taxing method would be to assess the entire square footage of a property rather than just the frontage.

"You'll lower the cost to small business and increase the cost to big business," Wish said.

Ralph Pulli, owner of Ralph's Barber Styling off of Butler Avenue, said he could not afford to pay the annual fee.

"I'm accounting for every dime I have. It's a small business, I don't got that kind of money," Pulli said. "The whole borough should pay, then we'd have quantity, bulk."

John Toner, executive director of the County Theater in Doylestown who is re-opening the former Christian Theater on Butler Avenue, said he supports the plan. Toner would not have to pay the assessment because his property will be used to house a nonprofit operation, but he said he would pay the fee anyway.

"The only reason I'm here is because of Ambler Main Street and anything that can enable that program to continue I would be in favor of," Toner said. The Main Street program will discontinue at the end of this year because its state funding has run out. The BID is seen as one way to keep a program like Main Street in existence.

Dougherty said the committee will continue working on the proposal and then submit a draft to the borough council, which must advertise a potential vote on the BID for 45 days.

If 40 percent of property owners in the borough write letters to council rejecting



AMBLER BOROUGH COUNCIL MEETING

Minutes

October 21, 2025

7:00 PM

I. CALL TO ORDER

President Glynnis Siskind called the Ambler Borough Council meeting of October 21, 2025, to order at 7:00 p.m.

II. PLEDGE OF ALLEGIANCE

President Siskind led the pledge of allegiance.

III. ROLL CALL

Present at the meeting were: Mayor Sorg, Ms. Siskind, Ms. Sheedy, Ms. Henderson, Ms. Roecker Coates, Ms. Iovine, Mr. Orehek, Mr. Hui, Police Chief Jeff Borkowski, Borough Manager Kyle Detweiler, and Solicitor Sivertsen.

IV. CITIZENS' COMMENTS-

There were no citizens' comments.

V. MINUTES OF PREVIOUS MEETING

The Minutes of the September 16th Council Meeting were approved **8-AYE**.

Mr. Orehek asked that page 6 #8 wording be changed from "wondered" to "asked".

VI. CONFIRMED APPOINTMENTS – None

VII. FINANCE DIRECTOR'S REPORT

A written report was submitted for the record.

A budget workshop was held at 6:00PM this evening.

VIII. POLICE DEPARTMENT REPORT

A written report was submitted for the record.

Ms. Sheedy commented on the 123 directed patrols.

Mr. Orehek had questions regarding the police car fleet.

Officer Nasobkow and Chief Borkowski clarified specifics regarding the condition of the fleet.

IX. FIRE DEPARTMENT REPORT

A written report was submitted for the record.

Ms. Iovine asked on page 64 why Wednesday's at 4PM was the highest call time.

Mr. Detweiler replied that he will follow up on the report with the Fire Department.

X. EMS REPORT

A written report was submitted for the record.

XI. INTER-DEPARTMENT REPORTS

A. Public Works Department

A written report was submitted for the record.

Mr. Orehek congratulated the department on a job well done on the stormwater inlet on Tennis Ave.

B. Water & Highway Department Reports

A written report was submitted for the record.

C. Wastewater Treatment Plant Report

A written report was submitted for the record.

D. Code Enforcement Report.

A written report was submitted for the record.

Ms. Sheedy had a question regarding the property at 27 W Butler, and the length of time that it has remained in the Code report.

Mr. Kucher explained that the violation is regarding work done in a flood plain without a permit. SEPTA will not allow any remediation without a ROE permit, and that may take upwards of 2 years.

Ms. Iovine asked about the property at 156 N. Ridge. Ave.

Mr. Kucher explained that the owner of the property is unresponsive and is not on site at the property.

E. Manager's Report- Kyle Detweiler

Ms. Roecker Coates inquired regarding feedback on the road work done to calm the traffic. She noted that people continue to park on the sidewalk on that stretch of Butler Ave.

Chief Borkowski responded that they will check it out.

Mr. Detweiler noted that the initial reaction is that traffic is slowing down. He explained that this is step 1 phase 1 and that the next steps require more work to be involved.

Mr. Orehek asked why there were 2 sets of stripes on the newly paved section of Butler Ave.

Mr. Detweiler responded they are required to have the striping finished by the end of the day. The existing stripes were removed the next day leaving only the new striping.

XIII PROFESSIONAL CONSULTANTS' REPORTS

A. Engineer's Report

A written report was submitted for the record.

B. Wastewater Treatment Plant Engineer's Report

A written report was submitted for the record.

C. Solicitor's Report

COUNCIL COMMITTEE REPORTS:

A. Finance & Planning Committee – Elizabeth Iovine, Chair

1. Motion to authorize the modification to the Ambler Theater loan agreement. **Carried 8-AYE.**
2. Motion to authorize payment of all bills as presented for September 2025 in the amount of \$1,375,923.50. **Carried 8-AYE.**

Ms. Sheedy questioned the breakdown in expense.

Ms. Iovine offered that they are included in the packet.

Ms. Siskind made a motion to accept the report. **Carried 8-AYE.**

B. Public Safety – Nancy Roecker Coates, Chair

1. Motion to approve Resolution 2025-10 the LSA Grant application. **Carried**

8-AYE.

Ms. Roecker Coates asked Mr. Detweiler to further explain what the application was intended for.

Mr. Detweiler explained that it is a grant opportunity.

Officer Nasobkow gave further explanation as to how the grant would be executed to maintain the fleet needs in the department and to establish a schedule for the police fleet of vehicles. The resolution is necessary to proceed.

C. Public Utilities – Lou Orehek, Chair

1. Motion to proceed with the water department crane truck replacement. **Carried 8-AYE.**
2. Motion to proceed with water department supply agreement with the North Wales water authority. **Carried 8-AYE.**
3. Motion to approve change order No. 1 Wells 2,6 & 7 filtration plant. **Carried 8-AYE.**

Ms. Siskind questioned the \$20,000 overage; it is a large number to be over budget.

Mr. Orehek clarified.

Mr. Detweiler further explained that there is a contingency built in for the inevitable overage in the overall cost.

Mr. Smallberger offered that the project is part of the MIRIA Grant and will be reimbursed.

Ms. Sheedy asked if the NWWA contract had been vetted. Mr. Detweiler said it had been by himself and the Solicitor.

Ms. Siskind made a motion to accept the report. **Carried 8-AYE.**

D. Parks and Recreation – Jennifer Hederson, Chair

Ms. Henderson thanked everyone who came to the Community Garden's Fall Fest on Sunday. It was a great success and their biggest one to date.

E. Salary and Personnel – Karen Sheedy, Chair

1. Motion to approve the Police disciplinary memo. **Carried 8-AYE.**
2. Motion to advertise the Water System 1 Operator position. **Carried 8-AYE.**
3. Motion to advertise Wastewater Mechanic 1 position. **Carried 8-AYE.**

Ms. Siskind made a motion to accept the report. **Carried 8-AYE.**

XIV. Other Business

Mr. Detweiler announced that trash bids will open on 10/30.

Public Comment:

Bernadette Dougherty 338 Tennis Ave. questioned when the traffic signs would be picked up as the project has concluded.

Anna Lee Lapinsky 136 Rosemary Ave. congratulated Ms. Henderson on a successful Fall Fest and community garden.

She asked what the purpose of the two yellow poles were on Tennis and Ridge Ave.

Officer Nasobkow explained that the pipes were installed to deter trucks from running over the curb and onto private property.

Ms. Siskind made the motion to Adjourn the meeting at 8:15. **Carried 8-AYE**

A. ADJOURNMENT

Finance & Planning Committee

The previous Committee meeting was held on October 7, 2025, at 7:00pm. Committee Members: – Elizabeth Iovine - Chair, Karen Sheedy and Redmond Brubaker.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. Bids were received for ‘Collection, Transportation and Disposal of Solid Waste and Recyclables’.
(Enclosed).

Items For Consideration:

Not Applicable.

BOROUGH OF AMBLER,

MONTGOMERY COUNTY, PENNSYLVANIA

**PROPOSAL FORM FOR THE COLLECTION, TRANSPORT AND
DISPOSAL OF SOLID WASTE AND RECYCLABLES**

PROPOSAL OF: Whitetail Disposal, LLC
(Name)

334 Layfield Rd, Perkiomenville, PA 18074
(Address)

Borough of Ambler
131 Rosemary Ave.
Ambler, PA 19002 and

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received until 3:00 p.m., prevailing time, on September 29, 2025, for the collection and disposal of solid waste and recyclables in the Borough of Ambler for the term January 1, 2026 through December 31, 2030.

Having carefully examined the Instructions to Bidders, the Detailed Specifications and the Contract Form (collectively the "Contract Documents"), the undersigned hereby proposes to furnish all labor and equipment and to perform all work necessary to collect, transport and dispose of solid waste and recyclables accumulated in the Borough of Ambler in accordance with the various requirements of the Borough as set forth in the above-referenced contract documents. The undersigned proposes to furnish this service one (1) time each week as set forth below:

The services to be provided under this bid consist of the collection and transportation of residential solid waste, recyclable materials, yard waste, and bulk waste from approximately 2,150 residential properties within the Borough of Ambler, Montgomery County, Pennsylvania to a solid waste disposal facility, recycling processing facility, and yard waste disposal facility designated by the Borough. Specifically:

PRIMARY BID:

1. Residential solid waste once each week in each year of the contract.

2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection biweekly on the first and third Tuesday of the month.
4. Bulk waste collection once each week in each year of the contract.
5. A unit price for 20 cubic yard and 30 cubic yard roll-off container units for municipal use by the Borough on an as-needed basis.
6. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

ALTERNATE BID

The Alternate Bid is based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
2. Comingled recyclable materials collection once each week in each year of the contract.
3. Yard waste collection biweekly on the first and third Tuesday of the month.
4. Bulk waste collection once each week in each year of the contract.
5. A unit price for 20 cubic yard and 30 cubic yard roll-off container units for municipal use by the Borough on an as-needed basis.
6. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

The Alternate Bid shall be based on cart-only collection of residential solid waste and recycling materials from 2,150 residential properties utilizing an automated collection system consisting of a single operator, side-loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the collection vehicle or into a container attached to the front of the collection vehicle (Curroto system) which then periodically deposits the materials into the body of the collection vehicle, and the collection and transportation of yard waste and bulk items from these same properties using traditional collection methods and not using an automated collection system.

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from 2,150 residential properties using traditional (manual) collection methods and not utilizing an automated collection system.

If an Alternate Bid is awarded, the Successful Bidder shall purchase, maintain, and deliver during the term of the contract, one ninety-six (96) gallon wheeled trash container to each of the 2,150 residential units being serviced with the automated collection system.

Whether the primary bid or the alternate bid, second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container which shall not exceed the Successful Bidder's cost plus ten (10%) percent. The Successful Bidder shall invoice the resident directly for the cost of the second container. A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week.

All wheeled trash containers must be clean and deodorized prior to delivery. Any damaged wheeled trash containers provided by the Successful Bidder shall be repaired or replaced within 48-hours after being reported to the Successful Bidder.

Primary Bid: 3-year contract with 2 option years

<u>Annual Cost per unit</u>		<u>Total Bid Price</u>	
2026	2023 \$466.85	2026	2023 \$1,003,730
2027	2024 \$476.19	2027	2024 \$1,023,804
2028	2025 \$485.71	2028	2025 \$1,044,280
<u>Option Years</u>		<u>Option Years</u>	
2029	2026 \$510.00	2029	2026 \$1,096,494
2030	2027 \$540.60	2030	2027 \$1,162,284

Alternate Bid: 3 year contract with 2 option years

<u>Annual Cost per unit</u>		<u>Total Bid Price</u>	
2026	2023 489.19	2026	2023 \$1,051,757
2027	2024 498.97	2027	2024 \$1,072,793
2028	2025 508.95	2028	2025 \$1,094,248
<u>Option Years</u>		<u>Option Years</u>	

2029 2026	534.40	2029 2026	\$1,148,961
2030 2027	566.46	2030 2027	\$1,217,898

Roll-off Container Unit Price: 3 year contract with 2 option years

	20 cubic yard container	30 cubic yard container
2026 2023	\$675.00	\$765.00
2027 2024	\$700.00	\$790.00
2028 2025	\$725.00	\$815.00

Option Years

2029 2026	\$775.00	\$885.00
2030 2027	\$850.00	\$915.00

Company Name: Whitetail Disposal, LLC

Address: 334 Layfield Rd,

Perkiomenville, PA 18074

Signature:  Date: October 28, 2025

Name, printed: John W. Casella

Title: President & Secretary

Phone: 484-714-9689 Email Charles.Pantaleo@casella.com

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit

BOROUGH OF AMBLER,

MONTGOMERY COUNTY, PENNSYLVANIA

**PROPOSAL FORM FOR THE COLLECTION, TRANSPORT AND
DISPOSAL OF SOLID WASTE AND RECYCLABLES**

PROPOSAL OF: Solid Waste Services, Inc.d/b/a J. P. Mascaro & Sons
(Name)

2650 Audubon Road, Audubon, PA 19403
(Address)

Borough of Ambler
131 Rosemary Ave.
Ambler, PA 19002 and

Gentlemen:

This proposal is submitted in accordance with your advertisement inviting proposals to be received until ~~3:00 p.m.~~, prevailing time, on ~~September 29, 2025~~, for the collection and disposal of solid waste and recyclables in the Borough of Ambler for the term January 1, 2026 through December 31, 2030. **11:00 AM prevailing time, on October 30, 2025**

Having carefully examined the Instructions to Bidders, the Detailed Specifications and the Contract Form (collectively the "Contract Documents"), the undersigned hereby proposes to furnish all labor and equipment and to perform all work necessary to collect, transport and dispose of solid waste and recyclables accumulated in the Borough of Ambler in accordance with the various requirements of the Borough as set forth in the above-referenced contract documents. The undersigned proposes to furnish this service one (1) time each week as set forth below:

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3. Yard waste collection biweekly on the first and third Tuesday of the month.
4. Bulk waste collection once each week in each year of the contract.
5. A unit price for 20 cubic yard and 30 cubic yard roll-off container units for municipal use by the Borough on an as-needed basis.
6. A contract term of three (3) years, with the option to extend the contract for up to two (2) additional one (1) year periods.

ALTERNATE BID

The Alternate Bid is based on curbside collection and transportation from 2,150 residential properties on a per unit/per year basis as follows:

1. Residential solid waste once each week in each year of the contract.
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3. Yard waste collection biweekly on the first and third Tuesday of the month.
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The Alternate Bid shall be based on cart-only collection of residential solid waste and recycling materials from 2,150 residential properties utilizing an automated collection system consisting of a single operator, side-loading trash or recycling collection vehicle that uses a mechanical arm to lift a trash or recycling container and deposit the trash or recycling materials either directly into the body of the collection vehicle or into a container attached to the front of the collection vehicle (Curroto system) which then periodically deposits the materials into the body of the collection vehicle, and the collection and transportation of yard waste and bulk items from these same properties using traditional collection methods and not using an automated collection system.

The Alternate Bid shall also include the collection and transportation of residential solid waste, recycling materials, yard waste, and bulk items from 2,150 residential properties using traditional (manual) collection methods and not utilizing an automated collection system.

If an Alternate Bid is awarded, the Successful Bidder shall purchase, maintain, and deliver during the term of the contract, one ninety-six (96) gallon wheeled trash container to each of the 2,150 residential units being serviced with the automated collection system.

Whether the primary bid or the alternate bid, second ninety-six (96) gallon wheeled trash container shall be made available to any individual residential property owner upon request. Each residential property owner requesting a second ninety-six (96) gallon wheeled container shall be responsible for the cost of the container which shall not exceed the Successful Bidder's cost plus ten (10%) percent. The Successful Bidder shall invoice the resident directly for the cost of the second container. A sixty-five (65) gallon wheeled trash container, instead of the initially issued ninety-six (96) gallon wheeled trash container, shall be made available to any individual resident upon request who does not want, cannot use or manage, or does not produce enough residential solid waste to fill a ninety-six (96) gallon wheeled container each week.

All wheeled trash containers must be clean and deodorized prior to delivery. Any damaged wheeled trash containers provided by the Successful Bidder shall be repaired or replaced within 48-hours after being reported to the Successful Bidder.

Primary Bid: 3-year contract with 2 option years

Annual Cost per unit

~~2023~~ \$481.20
2026

~~2024~~ \$491.52
2027

~~2025~~ \$502.44
2028

Option Years

~~2026~~ \$522.84
2029

~~2027~~ \$543.96
2030

Total Bid Price

~~2023~~ \$1,034,580.00
2026

~~2024~~ \$1,056,768.00
2027

~~2025~~ \$1,080,246.00
2028

Option Years

~~2026~~ \$1,124,106.00
2029

~~2027~~ \$1,169,514.00
2030

Alternate Bid: 3 year contract with 2 option years

Annual Cost per unit

~~2023~~ No Bid
2026

~~2024~~ No Bid
2027

~~2025~~ No Bid
2028

Option Years

Total Bid Price

~~2023~~ No Bid
2026

~~2024~~ No Bid
2027

~~2025~~ No Bid
2028

Option Years

~~2026~~ No Bid
 2029 _____
~~2027~~ No Bid
 2030 _____

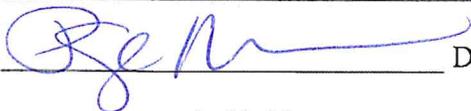
~~2026~~ No Bid
 2029 _____
~~2027~~ No Bid
 2030 _____

Roll-off Container Unit Price: 3 year contract with 2 option years

	20 cubic yard container	30 cubic yard container
2023 2026	\$765.00 per pull / \$110.00 per ton	\$765.00 per pull / \$110.00 per ton
2024 2027	\$790.00 per pull / \$114.00 per ton	\$790.00 per pull / \$114.00 per ton
2025 2028	\$820.00 per pull / \$119.00 per ton	\$820.00 per pull / \$119.00 per ton
Option Years		
2026 2029	\$860.00 per pull / \$125.00 per ton	\$860.00 per pull / \$125.00 per ton
2027 2030	\$910.00 per pull / \$132.00 per ton	\$910.00 per pull / \$132.00 per ton

Company Name: Solid Waste Services, Inc. d/b/a J. P. Mascaro & Sons

Address: 2650 Audubon Road
Audubon, PA 19403

Signature:  Date: October 27, 2025

Name, printed: Pasquale N. Mascaro

Title: President

Phone: 484-398-6500 Email david.weiss@jpmascaro.com

The person whose signature appears on this form shall be the same person who executes the Bidders Affidavit

Public Safety Committee

The previous Committee meeting was held on October 7, 2025, at 7:00pm. Committee members: Nancy Roecker Coates – Chair, Jen Henderson and Lou Orehek.

The Committee will consider the following recommendations:

1. Revisions and updates to the Ambler Parking Study from March 10, 2008. **(Enclosed)**

The following business will be discussed:

Not applicable.

Items For Consideration:

Not applicable.

Ambler Parking Study March 10th 2008



PROBLEMS

- Lack of information and public understanding about available parking
- Inadequate signage and instructions for on and off-street parking
- The need to market existing parking spaces effectively
- Perceived lack of parking capacity in prime locations
- **Lost revenues to poorly managed meters**
- Insufficient parking for residents of the primary study area
- Spillover into adjacent residential neighborhoods
- **The number, location, and limits of reserved parking spaces**
- Insufficient parking for special events, such as weddings and funerals
- Existing regulations and parking requirements
- **Lack of enforcement**

II. PARKING MANAGEMENT

1. Relocate reserved parking spaces in the primary study area to more remote areas in the parking management zone.

The Borough currently charges \$300.00 a year to reserve a parking space 24 hours a day, seven days a week; however, the spaces are generally occupied just a fraction of that time. Figure 12 is a usage analysis of reserved parking spaces for all identified users in municipal lots 1, 2 and 3. While these spaces sit empty in front of reserved parking signs, business clients and visitors to Ambler

Finding Spaces: A Parking Action Plan 20

struggle to find available meters. That means the Borough is losing money. As noted above, each parking meter has the potential to earn \$1,175 a year using existing hours of operation. If reserved parking spaces are relocated to more remote areas of the Borough, freeing up the most convenient spaces for customers of Ambler's businesses, the installation of new meters could generate nearly four times the current revenue (see Table 3). Even if the spaces are occupied just half the time the meters are in operation, twice as much revenue would be earned from these spaces for municipal use.

TABLE 3: RESERVED PARKING REVENUE ANALYSIS

Municipal Lot	Number of Spaces	Annual Revenue*	Potential Revenue**
Lot 1 Cavalier	56	\$16,800	\$65,800
Lot 2 Lindenwold	36	\$10,800	\$42,300
Lot 3 Butler	2	\$600	\$2,350
Total	94	\$28,200	\$110,450

NOTES:

* Annual revenue is the amount currently received by the Borough to reserve the number of spaces indicated. A reserved space costs \$300 per year.

** Potential revenue is the maximum amount that could be generated if the reserved spaces were relocated and additional meters put in place, based on current hours of operation. Meters are in effect 8 AM to 6 PM, except 12 PM to 2 PM Monday to Friday, all day Sundays and holidays, and December 1 through January 3. The cost is \$.50 per hour. Each meter may earn up to \$1,175 per year.

Updated 2025 Table 3

Lot 1 Cavalier	56	\$ 16,800.00	\$ 131,600.00
Lot 2 Lindenwold	48	\$ 14,400.00	\$ 112,800.00
Lot 3 Short	4	\$ 1,200.00	\$ 9,400.00
Total	108	\$ 32,400.00	\$ 253,800.00

Notes: This is based on our current reserve space numbers and our current \$1.00 Per hour rate or \$2,350 per year

2. Revise pricing of reserved parking to reflect the true costs of removing spaces from public use.

Ideally, reserved parking spaces should be relocated out of municipal lots in the primary study area to private or leased facilities in the parking management zone; however, if a few spaces remain in prime locations, the Borough should consider increasing the annual fee to compensate for the potential loss in

Public Utilities Committee

The previous Committee meeting was held on October 7, 2025, at 7:00pm. Committee Members: Lou Orehek - Chair, Karen Sheedy and David Hui.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. An Electricity Supply Agreement between Borough of Ambler Wastewater Treatment Plant & Constellation NewEnergy, Inc. **(Enclosed)**

Items For Consideration:

Not applicable.



Agreement is Not
Valid Unless
Executed by Seller

**Constellation NewEnergy, Inc.
Electricity Supply Agreement – Fixed Price Solutions**

BOROUGH OF AMBLER WASTEWATER TREATMENT PLANT (“Customer”) AND Constellation NewEnergy, Inc. (“Seller”) AGREE AS FOLLOWS:

Defined Terms. Capitalized terms have the meanings set out in this Electricity Supply Agreement, including the attached General Terms and Conditions (“Agreement”); generally the words “you” and “your” refer to the Customer listed above and the words “we” and “us” refer to Seller, unless the context clearly requires otherwise.

Purchase and Sale of Electricity. You will purchase and receive, and we will sell and supply all of your electricity requirements at the prices set forth below for each account identified in the Account Schedule below (“Account”). By signing this Agreement, you authorize us to enroll each Account with your UDC so that we can supply those Account(s). You will take such actions as we request to allow us to enroll each Account in a timely manner. You agree that we may select such sources of energy as we deem appropriate to meet our obligations under this Agreement. We will enroll each Account with the applicable UDC as being supplied by us and will take such other actions with the applicable UDC and ISO necessary for us to meet our obligations under this Agreement.

The specific prices for each Account are set forth in the Account Schedule, below. You are also responsible to pay (1) Taxes - which we will pass through to you on your bill or as part of the price of electricity, as may be required by law, rule or regulation and (2) UDC charges for delivery/distribution services if we provide you a single bill that includes UDC charges. **We will apply all appropriate Taxes unless and until you provide a valid certification of tax exempt status.** Your prices are fixed for the existing term of this Agreement and only subject to change if there is a change in law, as described in Section 5 of the General Terms and Conditions below. The UDC charges (if any) and Taxes are charged to you as a “pass-through,” which means they will change during the existing term of this Agreement if and as the related charges assessed or charged vary for any reason, including but not limited to the types of changes described above.

Carbon-Free Electricity Product.

1. Product. From the Start Date through the End Date (as listed on the Account Schedule) of this Agreement, this carbon-free electricity product consists of 100 percent of your load volume pursuant to this Agreement matched with emission-free energy certificates (“EFECs”) produced by the PJM Environmental Information Services’ (“PJM EIS”) Generation Attribute Tracking System (“GATS”) sourced from a generating unit that does not directly produce any air emissions (sulfur dioxide, nitrogen oxide, or carbon dioxide) as reported in GATS. We anticipate sourcing EFECs primarily from nuclear units but reserves the right, without further notice to or consent from you, to match usage with EFECs from any emission-free generating units, including the following, but subject to change from time to time: nuclear, solar photovoltaic, solar thermal, wind, hydro, tidal energy, and wave energy.

2. Emissions Reduction Disclaimer. The description of this product as “carbon-free” considers the direct electricity generation process only. Other “life cycle” emissions, including emissions associated with the construction of the plant, mining and processing of the fuel, maintenance and operation of the plant, disposal of waste byproducts, and decommissioning are not factored into this “carbon-free” description. Furthermore, we make no representations or warranties that carbon-free electricity purchased hereunder can be used as offsets or otherwise for compliance with any emission reduction program. We have the right to source EFECs from any eligible state (“Supply Source State”), which may include a state that currently or in the future participates in the Regional Greenhouse Gas Initiative (“RGGI”) or other greenhouse gas (“GHG”) emission cap and trade program. You understand and agree that participation by a Supply Source State in RGGI or other GHG emission cap and trade program may need to be disclosed in connection with GHG accounting associated with your carbon-free electricity product and may limit the emissions reductions claims solely to the emissions associated with your specific use of purchased electricity. Information regarding the Supply Source State(s) of EFECs supplied to you is available on an annual basis upon your request. You are solely responsible for your marketing claims and GHG accounting.

3. Public Statements. Any press release issued by either party relating to the subject matter hereof shall be subject to prior approval by the other party. No materials disclosed to third parties under this clause shall reference the specific terms of this transaction without the prior written approval of the non-disclosing party. You are solely responsible for determining whether any marketing materials or other public claims made by you related to your purchase of electricity hereunder comply with GATS requirements and applicable Law.

4. Indemnification. In addition to, and not in lieu of, any indemnification provisions applicable to the parties, you agree to defend, indemnify and hold us harmless from and against all claims arising out of or related to your claims relative to the carbon-free electricity product and your marketing/advertising materials related to this transaction or the carbon-free electricity purchased hereunder. This indemnification does not apply to the extent a court of competent jurisdiction makes a final determination that a claim for which we seek indemnification was primarily caused by our willful fraud or deceit.

5. Change Event. Without limiting our rights pursuant to the Change in Law provision of this Agreement, if any statutes, rules, regulations, inquiry, investigation, permits, or judicial or administrative proceedings, including but not limited to any PJM Market Rules or PJM GATS Operating Rules, are

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enacted, amended, granted, or revoked, which render the transfer of the carbon-free electricity product hereunder impossible, impracticable or unlawful, or if PJM GATS significantly modifies the requirements for or eliminates EFECs (individually or collectively, such events referred to as a "Change Event"), the parties hereto agree to negotiate in good faith to amend this Agreement to conform with such new statutes, regulations, or rules in order to maintain the original intent of the parties under this Agreement. By way of example and not limitation, to the extent Seller's sale of carbon-free electricity would be unlawful due to a Change Event, Seller shall continue to sell electricity (without matched EFECs) under the terms herein and the parties agree to use commercially reasonable efforts to reform this Agreement to give rise to the original intentions of the parties.

Cost Components. For each of the items listed as "Fixed" below, this means the item is included in your contract prices as set forth in the Account Schedule. For each of the items listed as "Passed Through" below, this means that you will be charged the costs associated with the line item in accordance with the definitions of each item in Section 1 Definitions of the General Terms and Conditions.

Energy Costs	Fixed
Ancillary Services And Other ISO Costs	Fixed
Auction Revenue Rights Credits	Fixed
Capacity Costs	Fixed
Transmission Costs	Fixed
Transmission Loss Credits	Fixed
Line Loss Costs	Fixed
FERC Order 745 Costs	Fixed
Balancing Congestion Costs	Fixed
Transmission Reallocation Costs	Fixed
Renewable Portfolio Standards Costs	Fixed

The contract prices contained in the Account Schedule include credit costs and margin. Any applicable RMR Costs are also included in the contract prices. Selecting "Transmission Costs" as "Fixed" means that these costs are included in your contract price and are not subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For clarity, we will not pass through any future changes in Transmission Costs based on the UDC's regular adjustments to Network Transmission Service and Transmission Enhancement rates. You have elected the "Fixed" option for your "Capacity Costs" as noted in the table above. "Fixed" means we have included Capacity Costs in your contract price (set forth in the Account Schedule) based on the current Capacity Costs associated with your Accounts as of the effective date of this Agreement. Your Capacity Costs will not be subject to change unless there has been a Change in Law pursuant to Section 5 of the General Terms and Conditions below. For avoidance of doubt, except as otherwise agreed to herein, your contract price will not be adjusted (either upward or downward) to pass through any changes in your Capacity Costs based on changes to the Capacity Obligation for the Account(s). "Capacity Obligation" means the Accounts' Peak Load Contribution provided by the UDC and adjusted to apply any applicable ISO adjustment factors.

Retail Trade Transactions. At any time during the term of this Agreement, you may request the purchase of renewable energy certificates in an amount equal to a prescribed percentage of your load volume by entering into one or more Retail Trade Transactions ("RTTs") between us. If we both agree to the pricing and terms of the renewable energy certificates purchase, a separate RTT Confirmation signed by both of us will document each such purchase and be incorporated herein.

Term. This Agreement will become effective and binding after you have signed this Agreement and we have counter-signed. Subject to successful enrollment of your Account(s), this Agreement shall commence on or about the date set forth under "Start Date", and end on or about the date set forth under "End Date", unless extended on a holdover basis as described in this Agreement. The actual Start Date is dependent on the UDC successfully enrolling the Account(s) and furnishing us with all necessary information regarding the Account(s) meter read cycle and meter read date(s). The dates set forth in the Account Schedule below reflect UDC information available at that time or as otherwise estimated by us. The actual meter read dates may occur on or about the dates set forth herein. We will use commercially reasonable efforts to begin service to each Account(s) on the actual meter read date on or about the Start Date set forth herein. If we are unable to timely enroll an Account, the Start Date will commence on the next regularly scheduled UDC meter read cycle date following successful enrollment. The End Date will remain the same unless extended for a holdover term. We shall not be liable for any failure to enroll or drop an Account by the Start and End Date due to circumstances beyond our control. We will not be responsible for any gaps in service that may occur between the termination of your service from a prior supplier and the commencement of supply from us.

Nothing in this Agreement shall be deemed to require or otherwise obligate us to offer to extend the term of this Agreement. If following termination or expiration of this Agreement (whether in whole or in part), for any reason, some or all of the Accounts remain designated by the UDC as being supplied by us, we may continue to serve such Account(s) on a month-to-month holdover basis. During such holdover term, we will calculate your invoice as follows: (Each Account's metered usage, as adjusted by the applicable line loss factor) times (the ISO-published Day Ahead Locational Based Marginal Price for the

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applicable residual zone ("LMP") + \$.019000/kWh) + (a pass through of all costs and charges incurred for the retail delivery of energy to you) + Taxes. This Agreement will continue to govern the service of such Accounts during such holdover term. Either party may terminate the holdover term at any time within its discretion at which time we will drop each Account as of the next possible meter read date to the then applicable tariff service, whether default service or otherwise.

Your Invoice. Your invoice will contain all charges applicable to your electricity usage, including Taxes (which are passed through to you). You will receive one invoice from the UDC for UDC charges and one invoice from us for all other charges ("Dual Billing") unless we agree otherwise, or your Account(s) eligibility changes. All amounts charged are due in full within twenty (20) days of the invoice date, and we reserve the right to adjust amounts previously invoiced based upon supplemental or additional data we may receive from your UDC. Your invoices will be based on actual data provided by the UDC, provided that if we do not receive actual data in a timely manner, we will make a good faith estimate using your historical usage data and other information. Once we receive actual data we will reconcile the estimated charges and adjust them as needed in subsequent invoices. If you fail to make payment by the due date, interest will accrue daily on outstanding amounts from the due date until the bill is paid in full at a rate of 1.50% per month, or the highest rate permitted by law, whichever is less. All invoices (including adjustments to those invoices) are conclusively presumed final and accurate unless such invoices are objected to by either you or us in writing, including adequate explanation and/or documentation, within 24 months after the date such invoice was rendered, provided however, we may rebill based on post-period audits or adjustments made by the ISO, UDC, or other governmental authority, commission or agency with jurisdiction in the state in which the accounts are located.

Certain Warranties. You warrant and represent that for Account(s) located in the Commonwealth of Pennsylvania your aggregate peak load during any 12 month period is greater than 25 kilowatts, and that electricity supplied under this Agreement is not for use at a residence.

Notices. All notices will be in writing and delivered by hand, certified mail, return receipt requested, or by first class mail, or by express carrier to our respective business addresses. Our business address is 1001 Louisiana St. Constellation Suite 2300, Houston, TX 77002, Attn: Contracts Administration. Either of us can change our address by notice to the other pursuant to this paragraph.

Customer Service. For questions about your invoice or our services, contact us at our Customer Service Department by calling toll-free 844-636-3749, or by e-mail at CustomerCare@Constellation.com. Your prior authorization of us to your UDC as recipient of your current and historical energy billing and usage data will remain in effect during the entire term of this Agreement, including any renewal, unless you rescind the authorization upon written notice to us or by calling us at 844-636-3749. We reserve the right to cancel this Agreement in the event you rescind the authorization.

Consumer Protections, State Public Utility Commission, and UDC Information. If you are a Pennsylvania consumer, you acknowledge provisions of the UDC's Electric Generation Supplier Services Tariff or Electric Generation Supplier Coordination Tariff relating to the UDC's disclosure of Customer-specific information to electric generation suppliers, and you agree to prohibit the disclosure of any such information to any electric generation supplier other than Seller during the term of this Agreement. You may change this election at any time by contacting the UDC. If there is any conflict between this Agreement and the referenced orders or tariffs, you agree that this Agreement shall control to the extent permissible under applicable law.

IN THE EVENT OF AN EMERGENCY, POWER OUTAGE OR WIRES AND EQUIPMENT SERVICE NEEDS, CONTACT YOUR APPLICABLE UDC AT:

UDC Name	UDC Abbreviation	Contact Numbers
Philadelphia Electric Company	PECO	1-800-841-4141

Additional information may be obtained by contacting the Public Service Commission ("PSC") of Maryland at: 1-800-492-0474, 6 St. Paul Street, Baltimore, MD 21202-6806, OR the PSC of the District of Columbia at: (202) 626-5100, 1333 H Street, NW, 6th Floor, East Tower, Washington, D.C. 20005, OR the Pennsylvania Public Utility Commission at: (717) 783-1740, P.O. Box 3265, Harrisburg, PA 17105-3265, OR the Delaware PSC at (302) 739-4247, **861 Silver Lake Boulevard, Cannon Building, Ste 100, Dover, DE 19904.**

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Each party has caused this Agreement to be executed by its authorized representative on the respective dates written below.

Constellation NewEnergy, Inc.

Customer: Borough of Ambler Wastewater Treatment Plant

Signature: _____

Signature: _____

Printed Name:

Printed Name: Jarrett Evans

Title:

Title:

Date: _____

Address: 1001 Louisiana St. Constellation Suite 2300

Houston, TX 77002

Attn: Contracts Administration

Address: 131 Rosemary Ave

Ambler, PA 19002

Fax: **888-829-8738**

Fax:

Phone: **844-636-3749**

Phone: 215-628-9457

Email: awwtpsupt@borough.ambler.pa.us

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General Terms and Conditions

1. Definitions.

“Ancillary Services And Other ISO Costs” means for any billing period the applicable charges regarding ancillary services as set forth in the applicable ISO Open Access Transmission Tariff (“OATT”) and for other ISO costs not otherwise included in any of the defined cost components in this Agreement. We will reasonably determine your Account’s monthly Ancillary Services And Other ISO Costs based on the Account’s \$/kWh share of costs for Ancillary Services And Other ISO Costs or otherwise reasonable allocation method as we may determine from time to time based on how Ancillary Services And Other ISO Costs are assessed by the ISO.

“Auction Revenue Rights Credits” means revenue credits resulting from the annual financial transmission rights auction conducted by the ISO that are applicable with respect to transmission peak load contribution. If Auction Revenue Rights Credits are “Passed Through”, such credits shall be reasonably calculated by us as the monthly product of the (i) total Auction Revenue Rights Credits expressed in dollars per planning year for the applicable zone, as published by the ISO; divided by (ii) the total Network Service Peak Load for such zone, as published by the ISO; divided by (iii) the number of days in the applicable planning year; multiplied by (iv) by an Account’s applicable Network Service Peak Load; multiplied by (v) the number of days in the billing period or such other reasonable calculation method applied by us.

“Balancing Congestion Costs” means any costs or charges imposed by the ISO in complying with the Federal Energy Regulatory Commission’s Order on Rehearing and Compliance regarding Docket Nos. EL16-6-002, EL16-6-003 and ER16-121-001 (January 31, 2017).

“Capacity Costs” means a charge for fulfilling the capacity requirements for the Account(s) imposed by the ISO or otherwise. Capacity Costs includes, but is not limited to, the cost for procuring Capacity Performance resources (as currently required and defined by the ISO) in accordance with the provisions of Federal Energy Regulatory Commission Order on Proposed Tariff Revisions (Docket No. ER15-623-000, et al, issued June 9, 2015).

“Energy Costs” means a charge for the cost items included in the Locational Marginal Price for the ISO residual zone identified in the Account Schedule

“FERC Order 745 Costs” means any costs or charges imposed by the ISO in accordance with complying with the provisions of Federal Energy Regulatory Commission (“FERC”) in Order No. 745 18 CFR Part 35 (March 15, 2011). Any modifications or conditions to the treatment of FERC Order 745 Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 of the General Terms and Conditions of this Agreement.

“ISO” means the independent system operator or regional transmission organization responsible for the service territory governing an Account, or any successor or replacement entity.

“Line Loss Costs” means the costs (to the extent not already captured in the applicable Energy Costs) applicable to each Account based on the kWh difference between the UDC metered usage and the ISO settlement volumes (the “Line Loss Usage”). If Line Loss Costs are “Fixed,” the Line Loss Costs are included in the contract price and will not be invoiced as a separate line item. If Line Loss Costs are “Fixed (Charged Separately)”, the contract price shall be applied to the Line Loss Usage and appear as a separate line item on the invoice. If Line Loss Costs are “Passed Through,” the Line Loss Costs will be invoiced as a separate line item and calculated based on the applicable locational marginal price for the Line Loss Usage.

“Non Time Of Use” or “NTOU” means all hours of each day.

“Off Peak” means all hours other than Peak hours.

“Peak” means the hours designated as peak from time to time by the UDC.

“Renewable Portfolio Standards Costs” means the costs associated with meeting renewable portfolio standards costs at the levels required by applicable Law. If Renewable Portfolio Standards Costs are not included in the contract price, such costs for a particular month will be the product of (i) the Monthly RPS Price; and (ii) an Account’s monthly kWh usage. The Monthly RPS Price is the price of renewable portfolio standards compliance for the Account, for a particular month, fixed by reference to the renewable portfolio standards forward price curve for the state where the Account is located.

“RMR Costs” or “Reliability-Must-Run Costs” means the generation deactivation charges and other such charges, if any, imposed by the ISO on load served in a particular load zone to recover the cost for any generation units that plan to retire but are required by the ISO to run for reliability purposes beyond their intended retirement date, in accordance with the applicable ISO rules and OATT provisions. Beginning on June 1, 2015, several Pennsylvania UDCs (i.e., PECO, MetEd, Penelec, Penn-Power and West Penn-Power) will be responsible for collecting RMR Costs that are incurred during the term of this Agreement on your UDC Charges. If at any time during the term of this Agreement the aforementioned UDCs discontinue collecting RMR Costs and we again become responsible for collecting them, we will pass those costs through to you.

“Taxes” means all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the electricity and related products and services provided under this Agreement, including any taxes enacted after the date we entered into this Agreement.

“Transmission Costs” means the charge for Network Transmission Service and Transmission Enhancement Charges, each as identified in the applicable OATT Tariff for the provision of transmission service by the ISO within the UDC’s service territory, and expressly excluding costs separately detailed as Transmission Reallocation Costs as defined below. You will be responsible for any applicable Transmission Cost Enhancement Charges on your Delivery Charges in the following Pennsylvania UDCs: MetEd, Penelec, Penn-Power, West Penn-Power and PECO.

“Transmission Loss Credits” means the credit amounts applicable to the Accounts under the ISO’s marginal loss construct.

“Transmission Reallocation Costs” means a charge or credit, as applicable, imposed by the ISO specifically for: (i) the Current Recovery Charges; and (ii) the Transmission Enhancement Charge Adjustments (each of (i) and (ii) as defined in the settlement agreement approved by FERC as of May 31, 2018 in Docket Number EL05-121-009 for the time periods identified therein and implemented in the OATT Schedule 12-C Appendices A and C, respectively, and as may subsequently be amended). Any modifications or conditions to the treatment of the Transmission Reallocation Costs under the ISO tariff or otherwise shall be deemed a change in law pursuant to Section 5 below.

“UDC” means your local electric distribution utility owning and/or controlling and maintaining the distribution system required for delivery of electricity to the Accounts.

“UDC Charges” means all UDC costs, charges, and fees, due under UDC’s delivery services rates associated with your use of UDC’s distribution network, all as defined by the UDC tariffs, and any similar or related charges the UDC may impose from time to time.

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2. Cash deposit and other security. At any time, we may require that you provide information to us so that we may evaluate your creditworthiness. We reserve the right to require that you make a cash deposit or provide other security acceptable to us if your financial obligations to us increase under this Agreement, or if, in our opinion, your credit, payment history, or ability to pay your bills as they come due becomes a concern. You will deliver any required cash deposit or other required security (or any increase therein) within three (3) business days of our request.

3. Default under this Agreement. You will be in default under this Agreement if you fail to: pay your bills on time and in full; provide cash deposits or other security as required by Section 2 above; or perform all material obligations under this Agreement and you do not cure such default within 5 days of written notice from us; or if you declare or file for bankruptcy or otherwise become insolvent or unable to pay your debts as they come due. We will be in default under this Agreement if we fail to perform all material obligations under this Agreement and do not cure such default within 5 days written notice from you, or if we declare or file for bankruptcy or otherwise become insolvent or unable to pay our debts as they come due.

4. Remedies upon default; Early Termination Payment. If you are in default under this Agreement, in addition to any other remedies available to us, we may terminate this Agreement entirely, or solely with respect to those Accounts adversely affected by such default, and switch your Account(s) back to UDC service (consistent with applicable regulations and UDC practices); and/or you will be required to pay us an early termination payment to compensate us for all losses we sustain due to your default, including:

- all amounts you owe us for electricity provided to you;
- the positive difference, if any, between (A) the price you would have paid us under this Agreement had it not been terminated early (including our margin), less the then-current market price of electricity and services under terms substantially similar to the terms of this Agreement, as reasonably calculated by us based on information available to us internally or supplied by one or more third parties; multiplied by (B) the estimated undelivered volume of electricity you would consume through the end of the term, as reasonably calculated by us; and
- all costs (including attorneys' fees, expenses and court costs) we incur in collecting amounts you owe us under this Agreement.

The parties agree that any early termination payment determined in accordance with this Section is a reasonable approximation of harm or loss and is not a penalty or punitive in any respect, and that neither party will be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

5. Changes in law. We may pass through or allocate, as the case may be, to you any increase or decrease in our costs related to the electricity and related products and services sold to you that results from the implementation of new, or changes (including changes to formula rate calculations) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, ISO business practices or protocol, UDC or ISO tariff, rule of any commission or agency with jurisdiction in the state in which the Accounts are located. Such additional amounts will be included in subsequent invoices to you. The changes described in this Section

may change any or all of the charges described in this Agreement, whether described as "fixed," "variable," "pass-through" or otherwise.

6. Events beyond either of our reasonable control. If something happens that is beyond either of our reasonable control that prevents either of us from performing our respective obligations under this Agreement, then whichever one of us cannot perform will be relieved from performance until the situation is resolved. Examples of such events include: acts of God, fire, flood, hurricane, war, terrorism; declaration of emergency by a governmental entity, the ISO or the UDC; curtailment, disruption or interruption of electricity transmission, distribution or supply; regulatory, administrative, or legislative action, or action or restraint by court order or other governmental entity; actions taken by third parties not under your or our control, such as the ISO or a UDC. Such events shall not excuse failure to make payments due in a timely manner for electricity supplied to you prior to such event. Further, if such an event prevents or makes it impossible or impracticable for the claiming party to carry out any obligation under this Agreement due to the events beyond either of our reasonable control for more than 30 days, then whichever one of us whose performance was **not** prevented by such events shall have the right to terminate this Agreement without penalty upon 30 days' written notice to the other.

7. UDC or ISO obligations. We will have no liability or responsibility for matters within the control of the UDC or the ISO-controlled grid, which include maintenance of electric lines and systems, service interruptions, loss or termination of service, deterioration of electric services, or meter readings. .

8. Limitation on Liability. IN NO EVENT WILL EITHER PARTY OR ANY OF ITS RESPECTIVE AFFILIATED COMPANIES BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY SECTION 4. Each party's total liability related to this Agreement, whether arising under breach of contract, tort, strict liability or otherwise, will be limited to direct, actual damages. Direct, actual damages payable to us will reflect the early termination payment calculation in Section 4. Each party agrees to use commercially reasonable efforts to mitigate damages it may incur. NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED OR STATUTORY, ON OUR PART IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. DISPUTE RESOLUTION. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE IN WHICH ANY ACCOUNT IS LOCATED, WITHOUT GIVING EFFECT TO ANY CONFLICTS OF LAW PROVISIONS, AND ANY CONTROVERSY OR CLAIM ARISING FROM OR RELATING TO THIS AGREEMENT WILL BE SETTLED IN ACCORDANCE WITH THE EXPRESS TERMS OF THIS AGREEMENT BY A COURT LOCATED IN SUCH STATE. IF THE MATTER AT ISSUE INVOLVES ACCOUNTS OR MATTERS IN MORE THAN ONE STATE, THE GOVERNING JURISDICTION AND VENUE SHALL BE DEEMED TO BE NEW YORK. TO THE EXTENT ALLOWED BY APPLICABLE LAW, WE ALSO BOTH AGREE IRREVOCABLY AND UNCONDITIONALLY TO WAIVE ANY RIGHT TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS WITH RESPECT TO ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR

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INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT.

10. Relationship of Parties; Representations and Warranties. We are an independent contractor, and nothing in this Agreement establishes a joint venture, fiduciary relationship, partnership or other joint undertaking. We are not acting as your consultant or advisor, and you will not rely on us in evaluating the advantages or disadvantages of any specific product or service, predictions about future energy prices, or any other matter. Your decision to enter into this Agreement and any other decisions or actions you may take is and will be based solely upon your own analysis (or that of your advisors) and not on information or statements from us. You represent (i) you are duly organized and in good standing under the Laws of the jurisdiction of your formation; (ii) you are authorized and qualified to do business in the jurisdiction necessary to perform under this Agreement; (iii) execution, delivery and performance of this Agreement are duly authorized and do not violate any of your governing documents or contracts or any applicable Law; and (iv) if you are a Governmental Entity, you further warrant (a) you have complied with all applicable bidding and procurement laws in awarding this Agreement, (b) you will not claim immunity on the grounds of sovereignty or similar grounds from enforcement of this Agreement; and (c) you will obtain all necessary budgetary approvals, appropriations and funding for all of your obligations under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board or department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including a public school district or special purpose district or authority), or public entity or instrumentality of the United States or one or more states.

11. Confidentiality. Consistent with applicable regulatory requirements, we will hold in confidence all information obtained by us from you related to the provision of services under this Agreement and which concern your energy characteristics and use patterns, except that we may, consistent with applicable law and regulation, disclose such information to (a) our affiliates and such affiliates' employees, agents, advisors, and independent contractors, (b) third parties representing you in this purchase of electricity, and (c) other third parties, if the information (i) is presented in aggregate and (ii) cannot be reasonably expected to identify you. Except as otherwise required by law, you will agree to keep confidential the terms of our Agreement, including price.

12. Miscellaneous Provisions. If in any circumstance we do not provide notice of, or object to, any default on your part, such situation will not constitute a waiver of any future default of any kind. If any of this Agreement is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out our mutual intent as expressed in this Agreement. You may not assign or otherwise transfer any of your rights or obligations under this Agreement without our prior written consent. Any such attempted transfer will be void. We may assign our rights and obligations under this Agreement. This Agreement contains the entire agreement between both of us, supersedes any other agreements, discussions or understandings (whether written or oral) regarding the subject matter of this Agreement, and may not be contradicted by any prior or contemporaneous oral or written agreement.

A facsimile or e-mailed copy with your signature will be considered an original for all purposes, and you will provide original signed copies upon request. Each party authorizes the other party to affix an ink or digital stamp of its signature to this Agreement, and agrees to be bound by a document executed in such a manner. The parties acknowledge that any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither party shall contest their admissibility as evidence in any proceeding. Except as otherwise explicitly provided in this Agreement, no amendment (including in form of a purchase order you send us) to this Agreement will be valid or given any effect unless signed by both of us. Applicable provisions of this Agreement will continue in effect after termination or expiration of this Agreement to the extent necessary, including those for billing adjustments and payments, indemnification, limitations of liability, and dispute resolution. This Agreement is a "forward contract" and we are a "forward contract merchant" under the U.S. Bankruptcy Code, as amended. Further, we are not providing advice regarding "commodity interests", including futures contracts and commodity options or any other matter, which would cause us to be a commodity trading advisor under the U.S. Commodity Exchange Act, as amended.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Kyle Lucas

G645491.4296996.0

Printed: 10/22/2025

ACCOUNT SCHEDULE:
For: Borough of Ambler Wastewater Treatment Plant
The Pricing set forth below is only valid until 5:30 PM Eastern Prevailing Time on October 23, 2025

We shall have no obligation to enroll or supply electricity to any account(s) that are not identified on the Account Schedule below.
Please verify that your specific information is COMPLETE and ACCURATE.
Your review and acceptance of this information will help ensure accurate future invoices

Notes: Accounts or Service Addresses listed in the Account(s) Schedule may be updated or replaced with a new account number issued by the UDC, ISO or other entity.

THIS DOCUMENT MAY BE RETURNED TO SELLER BY FAX TO (888)-829-8738 OR AS OTHERWISE DIRECTED.

No. of Service Accounts: 1

UDC	UDC Account Number	Service Address	Start Date	End Date	Energy Price Non TOU (\$/kWh)
PECO	7763852348	131 Rosemary Ave, Ambler., PA 19002	12/16/25	06/17/28	\$0.08058

TO ACCEPT THE PRICING ABOVE, PLEASE FAX A SIGNED COPY OF THIS AGREEMENT TO US AT 888-829-8738.

Payments to Certain Third-Parties: You acknowledge that your price includes a fee that Constellation will remit to Tobelmann Energy Brokers, Inc. ("Third Party") in connection with its efforts to facilitate our entering into this Agreement. Third Party is acting on your behalf as your representative and is not a representative or agent of Constellation.

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Errors and omissions excepted. Std. Short Form_v.2010 Rev Nov-01-2017 ()

Sales Rep: Kyle Lucas

G645491.4296996.0

Printed: 10/22/2025

Parks and Recreation Committee

The previous Committee meeting was held on October 7, 2025, at 7:00pm. Committee Members: Jen Henderson - Chair, Nancy Roecker-Coates, David Hui and Redmond Brubaker.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

1. National Fitness Campaign – Public-Private Wellness Partnership – Fitness Court Project. **(Enclosed)**

Items For Consideration:

Not applicable.



NATIONAL FITNESS CAMPAIGN CAMPAIGN BRIEFING



AMERICA'S LARGEST PUBLIC-PRIVATE WELLNESS PARTNERSHIP

CELEBRATING 750TH
Healthy Community this Year



NOW FUNDED
to welcome 1000 Healthy
Communities by 2026

OUR MISSION : to Build Healthy Communities

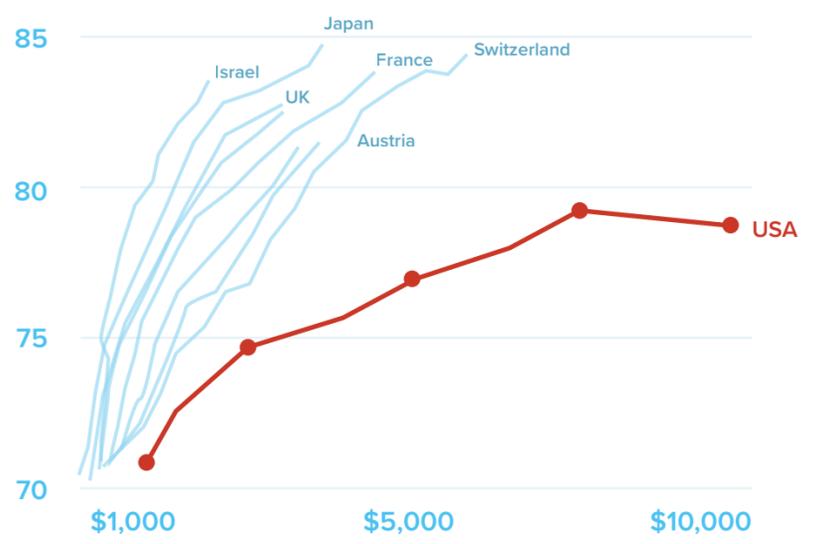


WHY WE DO IT

TO MAKE WORLD CLASS FITNESS FREE



Life Expectancy vs Health Expenditure



UNDERSTANDING THE PROBLEM

AMERICA IS FACING A HEALTH CRISIS CAUSED BY SEDENTARY LIFE-
STYLES AND CITIES DESIGNED FOR CARS. USA SPENDS MORE MONEY
THAN ANY OTHER ON HEALTHCARE WITH POOR RESULTS.



BECOMING THE SOLUTION

WHEN COMMUNITIES ARE DESIGNED TO SUPPORT WELL-
BEING, HEALTH OUTCOMES CHANGE!



BROUGHT TO YOU BY





FITNESS COURT | HEALTHY INFRASTRUCTURE PLANNING

MULTI-SITE FUNDING FOR HEALTH IMPACT



78%
HEALTHY SITE SCORE

84%
HEALTHY SITE SCORE

92%
HEALTHY SITE SCORE

80%
HEALTHY SITE SCORE



BUILDING HEALTHY COMMUNITIES
MULTI-SITE PHASING FOR HEALTH IMPACT
HEALTHY SITE SCORE (HSS)



PLANNING



PHASING



LAYOUTS



PROJECTIONS



SCORES



MAPPING



TRAILS



CAMPAIGN OVERVIEW

WHAT WE DO

A COMPREHENSIVE COMMUNITY WELLNESS PROGRAM

DESIGN & PLANNING

LAUNCH & PRESS

EXPERT CONSULTING

PUBLIC ART

GRANT FUNDING

AMBASSADOR TRAINING

INSTALLATION

MOBILE APP





FITNESS COURT

COMMUNITY WELLNESS HUB

STUDIO



OUTDOOR WELLNESS CENTER CONFIGURATION:

FITNESS COURT® STUDIO



HIIT



YOGA



ZUMBA



DANCE



STRETCH



KICKBOXING



TAI-CHI

COMMUNITY WELLNESS PROGRAMMING

WELCOMES ENTIRE COMMUNITY MAYORS WELLNESS SERIES

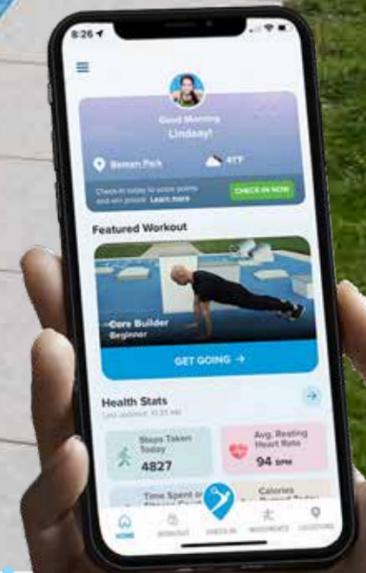


FITNESS COURT

WORLDS BEST OUTDOOR GYM

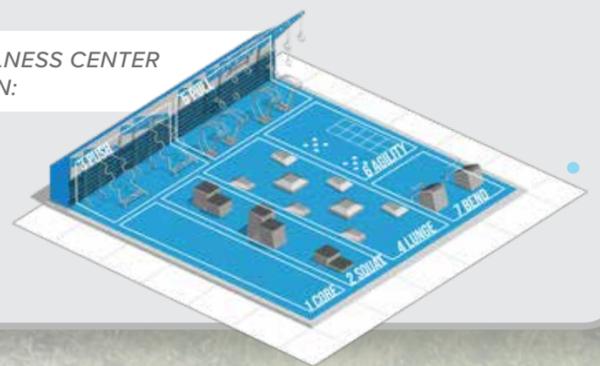


**7 MOVEMENT
FULL BODY WORKOUT**
FUNCTIONAL TRAINING SYSTEM
DIGITALLY ACTIVATED
Coach in your Pocket



OUTDOOR WELLNESS CENTER
CONFIGURATION:

**FITNESS
COURT®**



CORE



SQUAT



PUSH



LUNGE



PULL



AGILITY



BEND



FITNESS COURT

43

ART

EVERY FITNESS COURT IS A WORK OF ART



WORK WITH LOCAL ARTISTS
NFC DESIGN STUDIO

WORLD RENOWN ARTIST GALLERY
KEITH HARING | JEAN MICHEL BASQUIAT

FITNESS COURT ART OFFERINGS

Local Artist Invite a Local Artist to create a mural that represents your community!

Support your Local Artist Community with a **\$5,000 Grant to the Artist** provided by NFC!

Additional Funding Required. Example Art: Will be customized for your city



Front Wall Unlocked for Additional Artwork



Fitness Court Art Unique design included in your state campaign

Upgraded edge to edge mural included in IBX Campaign!



NEW!

NOW AVAILABLE FOR
**FITNESS COURTS &
FITNESS COURT STUDIOS**



FITNESS COURT | SHADE
WORLDS BEST OUTDOOR GYM JUST GOT COOLER



**EXTENDED
SEASONAL USE**



**UV & SUN
PROTECTION**



**INTEGRATED
DESIGN**



**ENHANCED
AESTHETICS**



**MADE IN
USA**



**LONG LASTING
MATERIALS**



1. BE A PART OF THE NATIONAL FITNESS CAMPAIGN

AMERICA'S LARGEST PUBLIC PRIVATE WELLNESS PARTNERSHIP

2. HEALTH BENEFITS

MORE TIME OUTDOORS, IMPROVED MENTAL & PHYSICAL WELLBEING

3. HEALTHY INFRASTRUCTURE

PLACES DESIGNED FOR PEOPLE NOT CARS

4. BUILDING COMMUNITY

CREATING A WELLNESS CULTURE THAT IS SOCIAL, CONNECTED AND FUN!

5. REDUCED HEALTHCARE COSTS

HEALTHIER, HAPPIER, PEOPLE



PHILADELPHIA REGION CAMPAIGN

STRATEGIC PLAN ADOPTED FOR HEALTH IMPACT ACROSS REGION

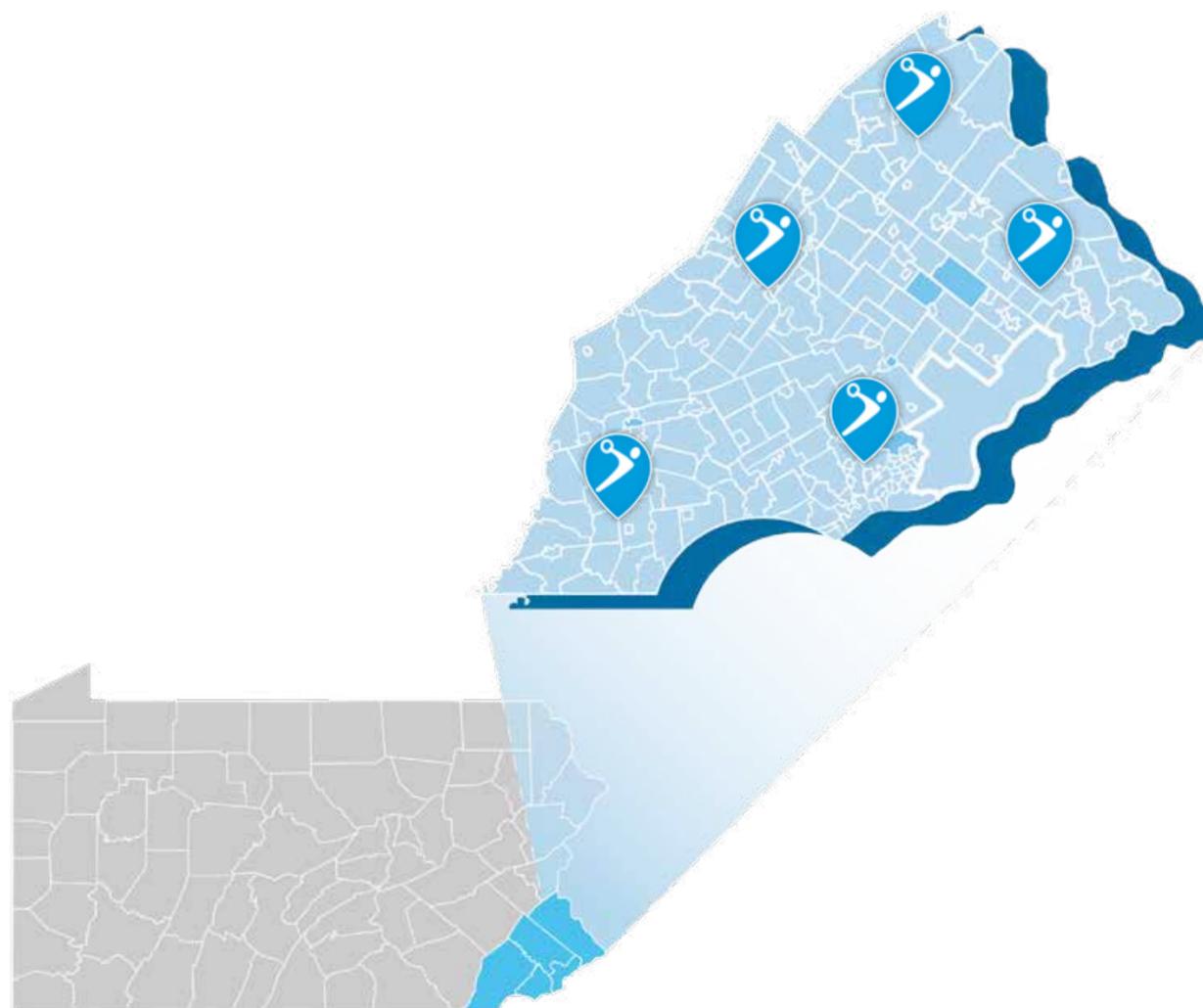
PRESENTED BY

Independence 



\$250K in Funding Now Available
for Qualified Site Partners

Limited funding for **5 communities** this campaign year



NFC Grant Requirements

Program Qualification



STEP 1



STEP 2



STEP 3



STEP 4

JOIN THE CAMPAIGN



STEP 1

LEADERSHIP SUPPORT

*BUILD CONSENSUS / CONFIRM FEASIBILITY
MUNICIPAL LEADER SUPPORT*

SHARE 3 MINUTE VIDEO





STEP 2 SITES WITH IMPACT

Supported by NFC's Expert Consulting Services, Identify Site Locations that Meet Criteria for Funding Qualification & Health Impact

HEALTHY INFRASTRUCTURE PLANNING
• VISIBLE • CONNECTED • ACCESSIBLE •

Participate in Virtual Workshop led by NFC Expert Consultants to receive data & qualification information regarding your public spaces. See how your municipality or school benchmarks vs national averages.



POWERED BY

HEALTHY SITE SCORE

NFC HEALTHY SITE SCORE

NATIONAL INDEX & DATASET
EXPERT CONSULTING FOR
LOCATING SUCCESSFUL
OUTDOOR WELLNESS HUBS



STEP 3

FUNDING MATCH

NFC GUIDES FUNDING PLAN

**GRANT FUNDING AVAILABLE:
\$30,000-\$60,000 PER SITE**

**LOCAL FUNDING REQUIREMENT
\$160,000-\$270,000**

*per site, pending program
configuration & installation method*





STEP 4
QUALIFY FOR GRANT

- A. PRE-APPLICATION PHASE*
- B. GRANT AWARD*
- C. BUILD/SITE PLAN*
- D. LAUNCH LOCAL CAMPAIGN*

**SUBMIT GRANT
APPLICATION**



JOIN US

LET'S BUILD HEALTHY COMMUNITIES
TOGETHER



Discussion - Q&A

NEXT STEP



**SCHEDULE VIRTUAL SITE
REVIEW WORKSHOP LED BY
NFC EXPERT CONSULTANTS TO
EXPLORE FEASIBILITY**



DISCUSSED AT NEXT STEP:

- 1. SITE WORKSHOP & HEALTHY SITE SCORE REVIEW**
- 2. FEASIBILITY & ALIGNMENT WITH LOCAL PRIORITIES**
- 3. FUNDING REQUIREMENT DETAILS AND GRANT PROGRAM & AVAILABILITY FOR YOUR STATE**
- 4. NON-BINDING GRANT QUALIFICATION PROCESS**

STEP 2

PLANNING

PHASING

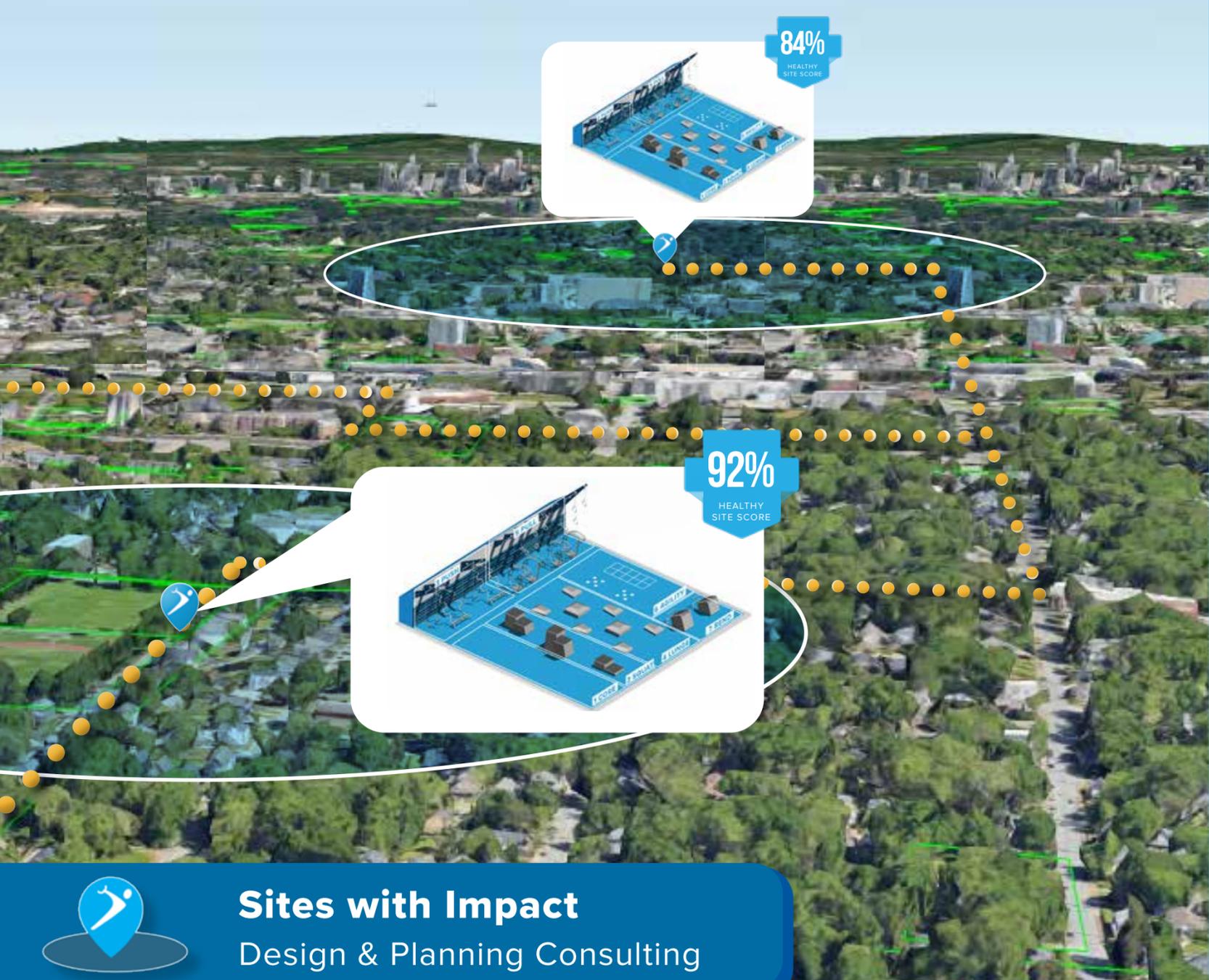
LAYOUTS

PROJECTIONS

SCORES

MAPPING

TRAILS



84%

HEALTHY SITE SCORE

92%

HEALTHY SITE SCORE



Sites with Impact

Design & Planning Consulting

QUALIFY SITE LOCATIONS FOR FUNDING

1

VISIBLE

Site locations must be recognizable with high visibility.



2

ACTIVE

Site locations must be heavily trafficked and centrally located.



3

CONNECTED

Site locations must be integrated with pedestrian infrastructure.



2026 CAMPAIGN FUNDING REQUIREMENT



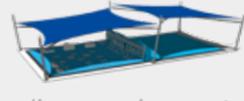
PHASE 1: NFC PROGRAM FUNDING

The Fitness Court® Studio and National Campaign Services **\$210,000**

NFC GRANT FUNDING AWARD (if selected and approved) **(\$30,000-\$60,000)**

Optional Fitness Court® Studio Additions: Art & Shade

Fitness Court® Art (included) Custom Art (+\$10,000) Local Artist Program (+\$25,000) Shade Structure*



Note: powder-coating color and included art design dependent on campaign sponsor *funding requirements available upon request

• FITNESS COURT® STUDIO & CAMPAIGN SERVICES \$150,000-\$180,000

See GPR Milestone 2

PHASE 2: ASSEMBLY FUNDING

• CONCRETE SLAB (Slab Dimensions 38'x73' - refer to drawings) **est. \$0-45,000**

Can be performed in-house, in-kind or by contractor (separate agreement)

See GPR Milestone 5

• FITNESS COURT® STUDIO ASSEMBLY \$37,750

NFC Approved Network (separate agreement) with prevailing wage rates: \$39,750

See GPR Milestone 6

Fitness Court® Studio & Assembly Total Program Funding **\$242,750
Estimate After \$50,000 Grant Funding (if selected and approved)

**Assumes concrete pad costs of \$45,000 (national average), NFC grant of \$50,000, and includes Fitness Court® Art



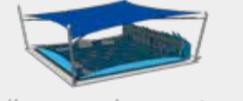
PHASE 1: NFC PROGRAM FUNDING

The Fitness Court® and National Campaign Services **\$175,000**

NFC GRANT FUNDING AWARD (if selected and approved) **(\$30,000-\$60,000)**

Optional Fitness Court® Additions: Art & Shade

Fitness Court® Art (included) Custom Art (+\$10,000) Local Artist Program (+\$25,000) Shade Structure*



Note: powder-coating color and included art design dependent on campaign sponsor *funding requirements available upon request

• FITNESS COURT® & CAMPAIGN SERVICES \$115,000-\$145,000

See GPR Milestone 2

PHASE 2: ASSEMBLY FUNDING

• CONCRETE SLAB (Slab Dimensions 38'x38' - refer to drawings) **est. \$0-25,000**

Can be performed in-house, in-kind or by contractor (separate agreement)

See GPR Milestone 5

• FITNESS COURT® ASSEMBLY \$30,000

NFC Approved Network (separate agreement) with prevailing wage rates: \$32,000

See GPR Milestone 6

Fitness Court® & Assembly Total Program Funding **\$180,000
Estimate After \$50,000 Grant Funding (if selected and approved)

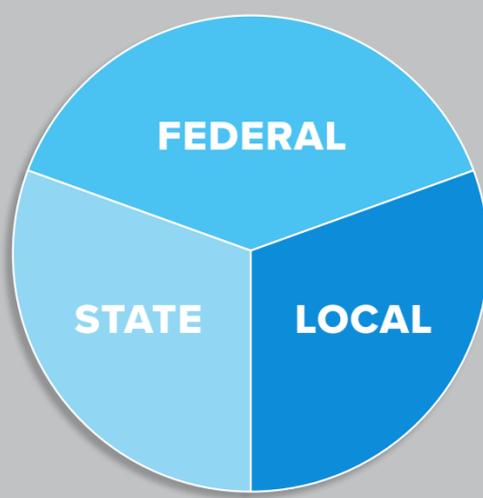
**Assumes concrete pad costs of \$25,000 (national average), NFC grant of \$50,000, and includes Fitness Court® Art



FUNDING TECHNICAL ASSISTANCE (F.T.A.)



FEDERAL AND STATE FUNDING



Expert funding consulting for eligible partners



FOUNDATIONS AND LOCAL SPONSORS



How to Qualify for Funding Technical Assistance (F.T.A.)

- Prioritize Campaign Partnership
- Identify initial Local Match
- Confirm qualifying site location
- Demonstrate successful past fundraising experience
- Apply to join Campaign with F.T.A.

STEP 4

GRANT QUALIFICATION PROCESS

PRE APPLICATION PHASE

- 1 Feasibility Review
- 2 Evaluation Call
- 3 Non-Binding Grant Application

AWARD PHASE

- 4 Award of Grant Eligibility *(First Come, First Served for Qualified Applicants)*
- 5 Local Adoption by Governing Body
- 6 Develop and Confirm Funding Match

LAUNCH PHASE

- 7 Shipment for Storage
- 8 Install Concrete Slab and Art Approval
- 9 Fitness Court Assembly
- 10 Press Launch Ceremony

CAMPAIGN LAUNCHES AND FITNESS COURTS OPEN!

2026 GRANT APPLICATION PERIOD NOW OPEN



Campaign seeking qualified applicants able to meet the 2026 time frame for adoption and local funding match.

Salary & Personnel Committee

The previous Committee meeting was held on October 7, 2025, at 7:00pm. Committee Members: Karen Sheedy– Chair, Glynnis Siskind, Jen Henderson, and Elizabeth Iovine.

The Committee will not consider any recommendations at this time.

The following business will be discussed:

Not applicable.

Items For Consideration:

Not applicable.