

## Fiscal Oversight Committee

Monday, August 17, 2026 9:00 AM

High School Library, 39 Thomas Free Drive, Kintnersville, PA 18930

1. Committee Members

2. Meeting Participation

Access to Livestream

3. Meeting Opening

Call to Order

4. Bond Issue

5. Sewer Plant Change Orders - new

6. Bank Depositories - annual

7. Woods Services Agreement - renewal

8. Lakeside School - renewal

9. Lifeworks - renewal

10. Brett DiNovi Associates - renewal

11. MOU to use third parties for unfilled IA and

PCA positions - renewal

12. IDEA B Use of Funds Agreement - annual

13. Everdriven update - new

14. Lunch Prices - periodic

MS and HS from \$3.25 to \$3.35

Elementary from \$2.75 to \$2.85

15. Review of Financial Reports - July 2026

16. Prior Month Expenditures to Date Summary - July

| 17. Fiscal Year | 18. Expenditure Year To Date- July | 19. Percentage of budget spent |
|-----------------|------------------------------------|--------------------------------|
| 20. 2021-2022   | 21. \$ 1,599,541                   | 22. 3.23%                      |
| 23. 2022-2023   | 24. \$ 1,815,708                   | 25. 3.52%                      |
| 26. 2023-2024   | 27. \$ 1,518,475                   | 28. 2.88%                      |
| 29. 2024-2025   | 30. \$ 2,947,043                   | 31. 5.50%                      |
| 32. 2025-2026   | 33. \$ 3,315,343                   | 34. 5.79%                      |
| 35.             | 36.                                | 37.                            |

|               |                       |           |
|---------------|-----------------------|-----------|
| 38.           | 39. Five year average | 40. 4.18% |
| 41.           | 42.                   | 43.       |
| 44. 2026-2027 | 45. \$ 3,121,884      | 46. 5.24% |

47. Right to Know Request Report

48. Economic Update

49. Public Comment (limit to 3 minutes)

50. Next Scheduled Meeting will be September 14, 2026, at 9:00 AM

51. Adjournment

52. Minutes



# Palisades School District

## *Financing Discussion*

**August 17, 2026**

**Prepared by:**

**Brad Remig, *Managing Director***

**Garrett Moore, *Senior Managing Consultant***

**Declan Cudahy, *Analyst***



**PFM Financial Advisors LLC**

100 Market Street  
Harrisburg, PA 17101

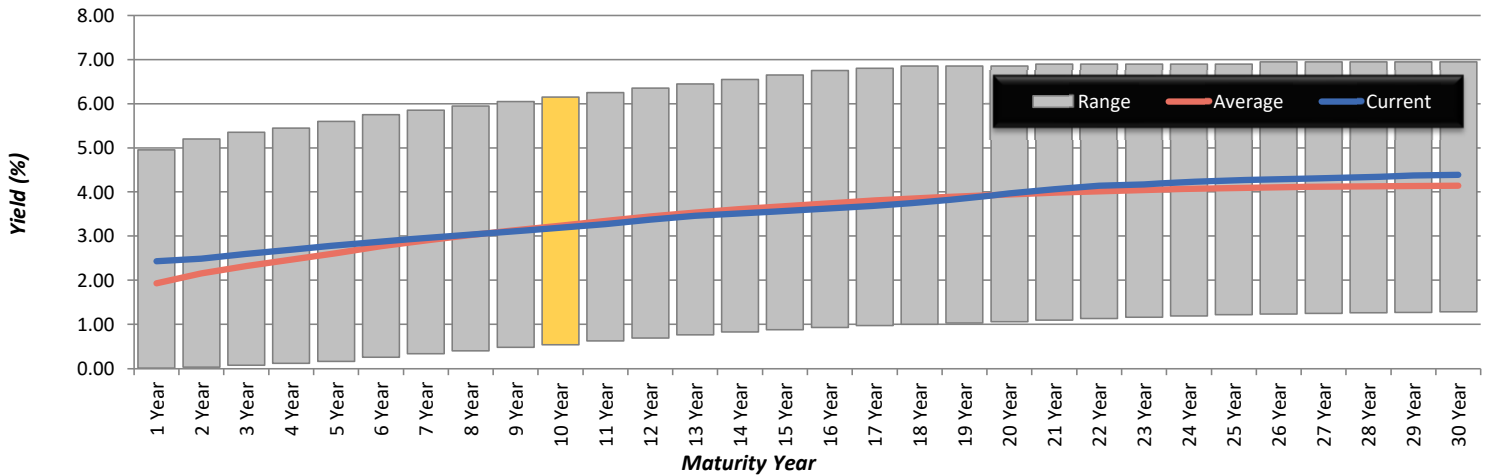
717.231.6265 (P)

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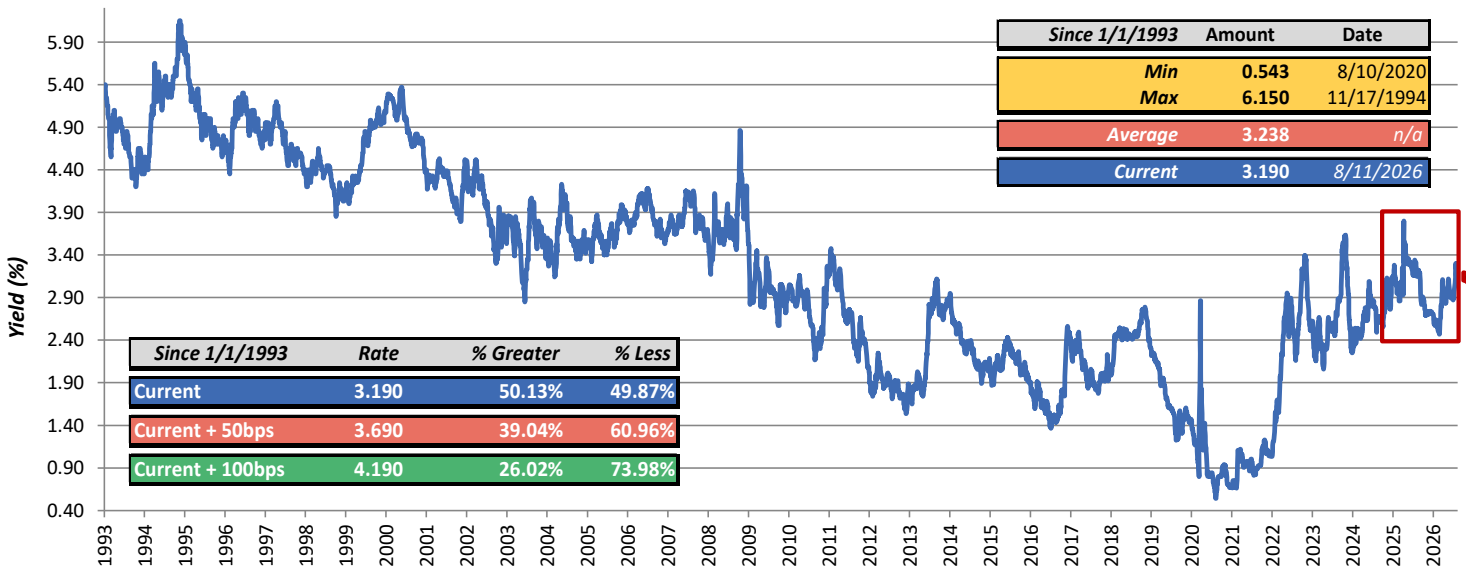
# MUNICIPAL MARKET UPDATE

August 11, 2026

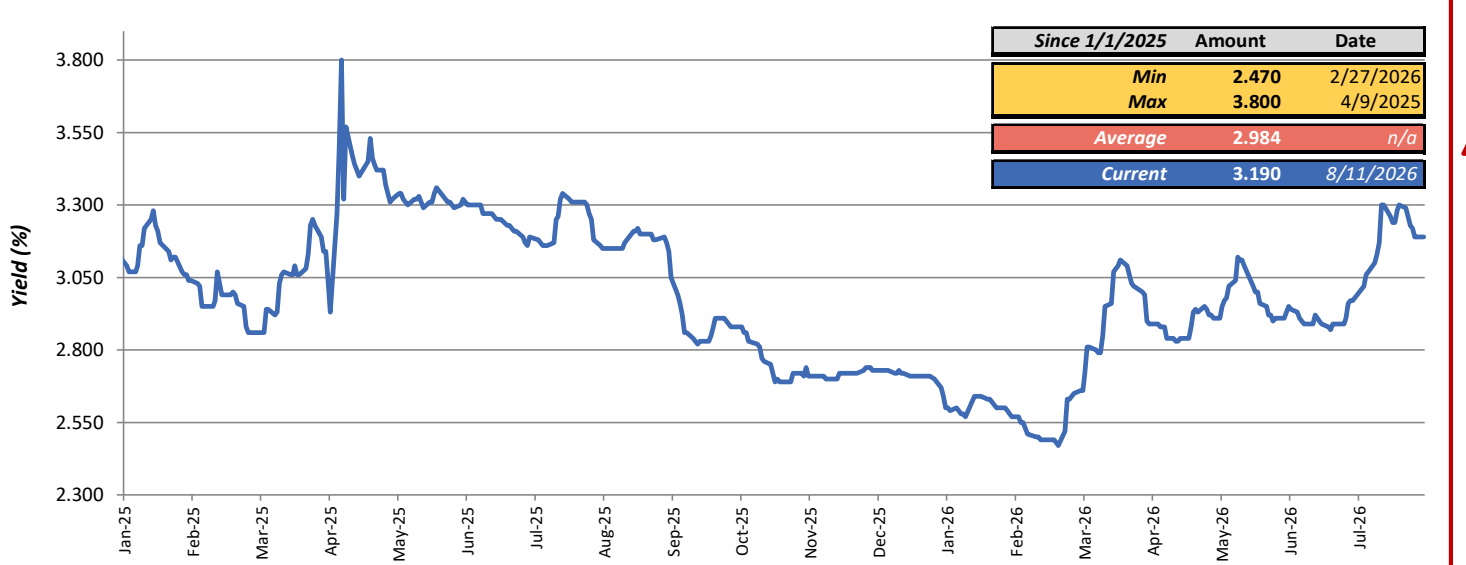
## HISTORICAL BVAL CURVE ILLUSTRATION - SINCE JANUARY 1, 1993 [1]



## SPOT ANALYSIS - 10 YEAR BVAL - SINCE JANUARY 1, 1993 [1]



## SPOT ANALYSIS - 10 YEAR BVAL - SINCE JANUARY 1, 2025



[1] Datapoints prior to January 4, 2010 are provided by MMD, datapoints after January 4, 2010 are provided by BVAL.

|                                                                                |
|--------------------------------------------------------------------------------|
| <b>PALISADES SCHOOL DISTRICT</b><br><b>SUMMARY OF OUTSTANDING INDEBTEDNESS</b> |
|--------------------------------------------------------------------------------|

|                                  |
|----------------------------------|
| <b>Debt Service Requirements</b> |
|----------------------------------|

|  | 1                       | 2                               | 3                        |
|--|-------------------------|---------------------------------|--------------------------|
|  | Fiscal<br>Year<br>Ended | G.O. Bonds<br>Series of<br>2019 | Total<br>Debt<br>Service |
|  | 6/30/2027               | 684,238                         | 684,238                  |
|  | 6/30/2028               | 697,519                         | 697,519                  |
|  | 6/30/2029               | 690,200                         | 690,200                  |
|  | 6/30/2030               |                                 |                          |
|  | Totals                  | 2,071,956                       | 2,071,956                |

|                                  |
|----------------------------------|
| <b>Local Effort Requirements</b> |
|----------------------------------|

|  | 4                       | 5                               | 6                        |
|--|-------------------------|---------------------------------|--------------------------|
|  | Fiscal<br>Year<br>Ended | G.O. Bonds<br>Series of<br>2019 | Total<br>Local<br>Effort |
|  | 6/30/2027               | 633,459                         | 633,459                  |
|  | 6/30/2028               | 645,754                         | 645,754                  |
|  | 6/30/2029               | 638,979                         | 638,979                  |
|  | 6/30/2030               |                                 |                          |
|  | Totals                  | 1,918,192                       | 1,918,192                |

|             |           |           |
|-------------|-----------|-----------|
| Principal*: | 1,990,000 | 1,990,000 |
|-------------|-----------|-----------|

**PE%:** 22.55%  
**PE% Status:** Temp.  
**CARF%:** 32.91%  
**Call Date:** 9/1/2024

**Purpose:** Cur Ref 2014

*\* Outstanding as of August 12, 2026*

*Palisades School District  
Topics of Discussion  
August 17<sup>th</sup>, 2026*

**Background**

- 1) The District has asked PFM to provide financing scenarios to fund approximately \$5.75 mm of projects.
- 2) The District's remaining debt (2019 bonds) pays off in September 2028, leaving a drop in annual net debt service of approximately \$640,000.
- 3) The District's last public bond issue was in 2019 (refinancing) followed by a bank loan in 2021 with a short 2023 maturity.

**Federal Tax Laws Recap**

- 4) Federal tax laws permit an Issuer to borrow at a tax-exempt interest rate and invest the proceeds at an unlimited (taxable) yield subject to arbitrage requirements during the period of project construction, but only if the following three tests can be satisfied. The governing board must reasonably expect at the time of the borrowing:
  - a. **Expenditure Test**: Issuer will spend 85% of the proceeds within three years.
  - b. **Time Test**: Issuer will incur a substantial binding obligation (sign a design contract, award a construction bid) within six months, equal to at least 5% of the borrowing amount.
  - c. **Due Diligence Test**: Construction of the project will proceed, and the bonds funds will be spent, with due diligence to completion.

**Arbitrage Rebate Considerations**

- 5) An issue is exempt from arbitrage rebate if they qualify under size-based or time-based exemptions:
  - a. **Small Issuer Exception**: As long as the issuer has governmental taxing base powers and does not expect to or has not issued more than \$15,000,000 in tax-exempt bonds in a calendar year, an exemption would apply.

**Bank-Qualified Bonds Review**

- 6) Current IRS tax law states that a tax-exempt issuer can issue \$10 million of Bank Qualified ("BQ") bonds per calendar year.
  - a. Holders of BQ bonds enjoy certain additional tax benefits, resulting in higher demand.
    - i. BQ bonds typically have lower interest rates and a shorter call feature than non-BQ bonds.

**Reimbursement Resolution**

- 7) A reimbursement resolution allows the issuer to pay itself back from the bond/bank proceeds for costs related to the project.
- 8) A project may incur significant expenses prior to the financing (feasibility, traffic, architect, legal etc.)

***Palisades School District***  
***Topics of Discussion Continued***  
***August 17<sup>th</sup>, 2026***

**Parameters Resolution**

- 9) The District could consider a Parameters Resolution to authorize the financing team to proceed as long as certain parameters are met.
  - a. This gives the maximum amount of flexibility to be able to enter the market and price the bonds at an opportune time, rather than waiting for a board meeting date.
- 10) The Parameters Resolution establishes a series of parameters that the ultimate financing must fit within.
  - a. Parameters established include maximum amount in aggregate and maximum annual interest rate and principal payments that cannot be exceeded.
  - b. The Parameters Resolution would be for an amount greater than what is authorized as final borrowing amount. After settlement, Bond Counsel will file additional documents with DCED to remove the difference from their records.
- 11) The ultimate financing must still be approved by the Board President (or Vice President) and Administration.
- 12) In this case, the maximum amount of principal in the Parameters Resolution would be approximately \$7,000,000.

**Preliminary Financing Timeline**

|                                                                           |                            |
|---------------------------------------------------------------------------|----------------------------|
| Initial Financing Discussion with Financial Oversight Committee           | June 15 <sup>th</sup>      |
| Discussion at Board Meeting and Consideration of Reimbursement Resolution | June 17 <sup>th</sup>      |
| Follow-Up Discussion with Financial Oversight Committee                   | August 17 <sup>th</sup>    |
| Board Consideration of Parameters Resolution                              | September 16 <sup>th</sup> |
| Bond Pricing (Lock-in Interest Rates)                                     | October                    |
| Settlement (Funds available for District use)                             | November                   |

**PALISADES SCHOOL DISTRICT***Summary of New Money Financing***Scenario 1 - Wrap-Around Debt Service Structure with District Cash/CapI****ESTIMATED - For Illustrative Purposes****Settlement****Available for Projects:****Term****Structure**

1

**Series of 2026**

October 2026

\$5,750,000

17 Years

Wrap Around Debt Service

| 2                  | 3                     | 4                                    | 5                               | 6                    |
|--------------------|-----------------------|--------------------------------------|---------------------------------|----------------------|
| Fiscal Year Ending | Existing Local Effort | Estimated Annual Local Effort [1][2] | (Less) District Cash/ (or CapI) | New Net Local Effort |
| 6/30/2027          | 633,459               | 139,875                              | (139,875)                       | 633,459              |
| 6/30/2028          | 645,754               | 284,625                              | (284,625)                       | 645,754              |
| 6/30/2029          | 638,979               | 284,375                              | (284,375)                       | 638,979              |
| 6/30/2030          |                       | 566,875                              |                                 | 566,875              |
| 6/30/2031          |                       | 566,750                              |                                 | 566,750              |
| 6/30/2032          |                       | 565,875                              |                                 | 565,875              |
| 6/30/2033          |                       | 569,125                              |                                 | 569,125              |
| 6/30/2034          |                       | 566,500                              |                                 | 566,500              |
| 6/30/2035          |                       | 568,000                              |                                 | 568,000              |
| 6/30/2036          |                       | 568,500                              |                                 | 568,500              |
| 6/30/2037          |                       | 568,000                              |                                 | 568,000              |
| 6/30/2038          |                       | 566,500                              |                                 | 566,500              |
| 6/30/2039          |                       | 568,875                              |                                 | 568,875              |
| 6/30/2040          |                       | 570,000                              |                                 | 570,000              |
| 6/30/2041          |                       | 569,875                              |                                 | 569,875              |
| 6/30/2042          |                       | 568,500                              |                                 | 568,500              |
| 6/30/2043          |                       | 307,500                              |                                 | 307,500              |
| 6/30/2044          |                       |                                      |                                 |                      |
| 6/30/2045          |                       |                                      |                                 |                      |
| 6/30/2046          |                       |                                      |                                 |                      |
| 6/30/2047          |                       |                                      |                                 |                      |
| 6/30/2048          |                       |                                      |                                 |                      |
| 6/30/2049          |                       |                                      |                                 |                      |
| 6/30/2050          |                       |                                      |                                 |                      |
| <b>TOTAL</b>       | <b>1,918,192</b>      | <b>8,399,750</b>                     | <b>(708,875)</b>                | <b>9,609,067</b>     |

**Notes:**

[1] Estimated rates based on current market conditions. Actual rates to be determined at time of pricing.

[2] Assumes no state reimbursement.

**PALISADES SCHOOL DISTRICT***Summary of New Money Financing***Scenario 2 - Wrap-Around Debt Service Structure without Cash/Capl****ESTIMATED - For Illustrative Purposes****Settlement****Available for Projects:****Term****Structure**

1

**Series of 2026**

October 2026

\$5,750,000

11 Years

Wrap Around Debt Service

| 2                  | 3                     | 4                                    | 5                               | 6                    |
|--------------------|-----------------------|--------------------------------------|---------------------------------|----------------------|
| Fiscal Year Ending | Existing Local Effort | Estimated Annual Local Effort [1][2] | (Less) District Cash/ (or Capl) | New Net Local Effort |
| 6/30/2027          | 633,459               | 138,500                              |                                 | 771,959              |
| 6/30/2028          | 645,754               | 281,875                              |                                 | 927,629              |
| 6/30/2029          | 638,979               | 286,500                              |                                 | 925,479              |
| 6/30/2030          |                       | 929,500                              |                                 | 929,500              |
| 6/30/2031          |                       | 930,125                              |                                 | 930,125              |
| 6/30/2032          |                       | 929,000                              |                                 | 929,000              |
| 6/30/2033          |                       | 926,125                              |                                 | 926,125              |
| 6/30/2034          |                       | 926,375                              |                                 | 926,375              |
| 6/30/2035          |                       | 929,500                              |                                 | 929,500              |
| 6/30/2036          |                       | 925,500                              |                                 | 925,500              |
| 6/30/2037          |                       | 61,500                               |                                 | 61,500               |
| 6/30/2038          |                       |                                      |                                 |                      |
| 6/30/2039          |                       |                                      |                                 |                      |
| 6/30/2040          |                       |                                      |                                 |                      |
| 6/30/2041          |                       |                                      |                                 |                      |
| 6/30/2042          |                       |                                      |                                 |                      |
| 6/30/2043          |                       |                                      |                                 |                      |
| 6/30/2044          |                       |                                      |                                 |                      |
| 6/30/2045          |                       |                                      |                                 |                      |
| 6/30/2046          |                       |                                      |                                 |                      |
| 6/30/2047          |                       |                                      |                                 |                      |
| 6/30/2048          |                       |                                      |                                 |                      |
| 6/30/2049          |                       |                                      |                                 |                      |
| 6/30/2050          |                       |                                      |                                 |                      |
| <b>TOTAL</b>       | <b>1,918,192</b>      | <b>7,264,500</b>                     | <b>0</b>                        | <b>9,182,692</b>     |

**Notes:**

[1] Estimated rates based on current market conditions. Actual rates to be determined at time of pricing.

[2] Assumes no state reimbursement.

**PALISADES SCHOOL DISTRICT**  
*Summary of New Money Financing*  
**Scenario 3 - Level Debt Service without District Cash/CapI**  
**ESTIMATED - For Illustrative Purposes**



**Settlement**

**Available for Projects:**

**Term**

**Structure**

1

**Series of 2026**

October 2026

\$5,750,000

19 Years

Level Debt Service

| 2                  | 3                     | 4                                    | 5                               | 6                    |
|--------------------|-----------------------|--------------------------------------|---------------------------------|----------------------|
| Fiscal Year Ending | Existing Local Effort | Estimated Annual Local Effort [1][2] | (Less) District Cash/ (or CapI) | New Net Local Effort |
| 6/30/2027          | 633,459               | 140,875                              |                                 | 774,334              |
| 6/30/2028          | 645,754               | 471,875                              |                                 | 1,117,629            |
| 6/30/2029          | 638,979               | 476,750                              |                                 | 1,115,729            |
| 6/30/2030          |                       | 476,000                              |                                 | 476,000              |
| 6/30/2031          |                       | 474,750                              |                                 | 474,750              |
| 6/30/2032          |                       | 473,000                              |                                 | 473,000              |
| 6/30/2033          |                       | 475,625                              |                                 | 475,625              |
| 6/30/2034          |                       | 472,625                              |                                 | 472,625              |
| 6/30/2035          |                       | 474,000                              |                                 | 474,000              |
| 6/30/2036          |                       | 474,625                              |                                 | 474,625              |
| 6/30/2037          |                       | 474,500                              |                                 | 474,500              |
| 6/30/2038          |                       | 473,625                              |                                 | 473,625              |
| 6/30/2039          |                       | 476,875                              |                                 | 476,875              |
| 6/30/2040          |                       | 474,250                              |                                 | 474,250              |
| 6/30/2041          |                       | 475,750                              |                                 | 475,750              |
| 6/30/2042          |                       | 476,250                              |                                 | 476,250              |
| 6/30/2043          |                       | 475,750                              |                                 | 475,750              |
| 6/30/2044          |                       | 474,250                              |                                 | 474,250              |
| 6/30/2045          |                       | 476,625                              |                                 | 476,625              |
| 6/30/2046          |                       |                                      |                                 |                      |
| 6/30/2047          |                       |                                      |                                 |                      |
| 6/30/2048          |                       |                                      |                                 |                      |
| 6/30/2049          |                       |                                      |                                 |                      |
| 6/30/2050          |                       |                                      |                                 |                      |
| <b>TOTAL</b>       | <b>1,918,192</b>      | <b>8,688,000</b>                     | <b>0</b>                        | <b>10,606,192</b>    |

**Notes:**

[1] Estimated rates based on current market conditions. Actual rates to be determined at time of pricing.

[2] Assumes no state reimbursement.

**PALISADES SCHOOL DISTRICT***Summary of New Money Financing***Scenario 4 - Level Debt Service with District Cash/CapI****ESTIMATED - For Illustrative Purposes****Settlement****Available for Projects:****Term****Structure**

1

**Series of 2026**

October 2026

\$5,750,000

19 Years

Level Debt Service

| 2                  | 3                     | 4                                    | 5                               | 6                    |
|--------------------|-----------------------|--------------------------------------|---------------------------------|----------------------|
| Fiscal Year Ending | Existing Local Effort | Estimated Annual Local Effort [1][2] | (Less) District Cash/ (or CapI) | New Net Local Effort |
| 6/30/2027          | 633,459               | 140,875                              | (140,875)                       | 633,459              |
| 6/30/2028          | 645,754               | 471,875                              | (471,875)                       | 645,754              |
| 6/30/2029          | 638,979               | 476,750                              | (476,750)                       | 638,979              |
| 6/30/2030          |                       | 476,000                              |                                 | 476,000              |
| 6/30/2031          |                       | 474,750                              |                                 | 474,750              |
| 6/30/2032          |                       | 473,000                              |                                 | 473,000              |
| 6/30/2033          |                       | 475,625                              |                                 | 475,625              |
| 6/30/2034          |                       | 472,625                              |                                 | 472,625              |
| 6/30/2035          |                       | 474,000                              |                                 | 474,000              |
| 6/30/2036          |                       | 474,625                              |                                 | 474,625              |
| 6/30/2037          |                       | 474,500                              |                                 | 474,500              |
| 6/30/2038          |                       | 473,625                              |                                 | 473,625              |
| 6/30/2039          |                       | 476,875                              |                                 | 476,875              |
| 6/30/2040          |                       | 474,250                              |                                 | 474,250              |
| 6/30/2041          |                       | 475,750                              |                                 | 475,750              |
| 6/30/2042          |                       | 476,250                              |                                 | 476,250              |
| 6/30/2043          |                       | 475,750                              |                                 | 475,750              |
| 6/30/2044          |                       | 474,250                              |                                 | 474,250              |
| 6/30/2045          |                       | 476,625                              |                                 | 476,625              |
| 6/30/2046          |                       |                                      |                                 |                      |
| 6/30/2047          |                       |                                      |                                 |                      |
| 6/30/2048          |                       |                                      |                                 |                      |
| 6/30/2049          |                       |                                      |                                 |                      |
| 6/30/2050          |                       |                                      |                                 |                      |
| <b>TOTAL</b>       | <b>1,918,192</b>      | <b>8,688,000</b>                     | <b>(1,089,500)</b>              | <b>9,516,692</b>     |

**Notes:**

[1] Estimated rates based on current market conditions. Actual rates to be determined at time of pricing.

[2] Assumes no state reimbursement.



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COWAN ASSOCIATES, INC.

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**VIA EMAIL: [acrouthamel@palisadessd.org](mailto:acrouthamel@palisadessd.org)**

August 6, 2026

Mr. Alan Crouthamel, Director of Facilities  
Palisades School District  
39 Thomas Free Drive  
Kintnersville, PA 18930

Subject: Change Orders #1 – #4  
Sewage Treatment Plant Upgrade  
Nockamixon Township  
CAI 14673.25

Dear Al,

Twining Construction Company, Inc., has presented four (4) change orders for changes to the project. The change orders include three (3) additions and one (1) credit. Descriptions and justifications for the requested amounts are provided on the attached change order documents.

A summary of the contract to date is provided below:

|                                 |           |                   |
|---------------------------------|-----------|-------------------|
| Original Contract Amount        | \$        | 690,963.54        |
| Change Order 1                  | \$        | 1,588.37          |
| Change Order 2                  | \$        | 955.06            |
| Change Order 3                  | \$        | 8,429.44          |
| Change Order 4                  | \$        | (5,805.00)        |
| <b>Adjusted Contract Amount</b> | <b>\$</b> | <b>696,131.41</b> |

Approval of the change orders will result in an increase of less than 1% of the original contract amount.

CAI has reviewed the requests and considers the change orders to be reasonable. We recommend the District consider approving the requests. The Contractor has completed work described in these requests to prevent delays to the project. I can be reached in my office at extension 116 or via e-mail at [cbh@cowanassociates.com](mailto:cbh@cowanassociates.com) if there are any questions.

Sincerely,

COWAN ASSOCIATES, INC.

Sr. Project Engineer

Crystal B. Hessler, P.E

CBH:aew

Enclosures: Changes Orders #1 (3 pgs.), #2 (7 pgs.), #3 (9 pgs.), and #4 (3 pgs.)

## CONTRACT CHANGE ORDER

CAI No.: 14673.25  
Order No.: 1  
Date: 8/6/2026  
State: PA  
County: Bucks

Contract For: Sewer Treatment Plant Upgrades

Owner: Palisades School District

To: Twining Construction Company, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes<br>(Supplemental Plans and Specifications Attached) | DECREASE<br>in Contract Price | INCREASE<br>in Contract Price |
|----------------------------------------------------------------------------|-------------------------------|-------------------------------|
| Building 1 Drain Piping Changes                                            |                               | \$1,588.37                    |
| NET CHANGE IN CONTRACT PRICE                                               |                               | \$1,588.37                    |

### JUSTIFICATION:

Existing drain line configuration between building 1 and the treatment plant were found to differ from the construction plans. The construction plan description was prepared based on record plan data. Modification in the field required the purchase of different pipe fittings to complete connection of existing building 1 drain to the new influent pump station.

### CONTRACT VALUE:

|                                                 |     |    |            |
|-------------------------------------------------|-----|----|------------|
| Original Contract Sum                           |     | \$ | 690,963.54 |
| Net Change by Previous Change Order(s) numbered | N/A | \$ | 0.00       |
| Net Change by This Change Order                 |     | \$ | 1,588.37   |
| NEW CONTRACT AMOUNT                             |     | \$ | 692,551.91 |

The Contract total, including this and previous Change Orders, will be: Six Hundred Ninety-Two Thousand, Five Hundred Fifty-One Dollars and Ninety-One Cents (\$692,551.91).

The contract period provided for completion will be: Unchanged

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: \_\_\_\_\_

(Owner)

(Date)

Recommended: \_\_\_\_\_

(Owner's Engineer)

8/6/2026

(Date)

Accepted: \_\_\_\_\_

(Contractor)

(Date)



# Twining Construction Co., Inc.

## Proposed Change Order Request

|                  |                                                                        |
|------------------|------------------------------------------------------------------------|
| Project:         | Palisades Sewer Treatment Plant                                        |
| COR Description: | Remove & Replace 5" gravity sewer T and re-plumb sink from building #1 |
| COR#:            | 1                                                                      |

### COST BREAKDOWN

#### LABOR COST

| Classification                                    | Rate     | OT Rate  | Total Regular Hours | Total OT Hours | Regular Rate Total | OT Rate Total | Total       |
|---------------------------------------------------|----------|----------|---------------------|----------------|--------------------|---------------|-------------|
| Foreman                                           | \$85.00  | \$127.50 | 2.5                 |                | \$ 212.50          | \$ -          | \$ 212.50   |
| Laborer                                           | \$68.00  | \$102.00 | 2                   |                | \$ 136.00          | \$ -          | \$ 136.00   |
| Superintendent                                    | \$150.00 | \$225.00 |                     |                | \$ -               | \$ -          | \$ -        |
| Project Manager                                   | \$150.00 | \$225.00 | 2                   |                | \$ 300.00          | \$ -          | \$ 300.00   |
| Project Administrator                             | \$50.00  | \$75.00  | 1.5                 |                | \$ 75.00           | \$ -          | \$ 75.00    |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ 723.50   |
| On Base Labor Rate ONLY { Social Security @ 6.20% |          |          |                     |                |                    |               | \$ 44.86    |
| Medicare @ 1.45%                                  |          |          |                     |                |                    |               | \$ 10.49    |
| Unemployment @ 1.45%                              |          |          |                     |                |                    |               | \$ 10.49    |
| Workman's Compensation @ 10.00%                   |          |          |                     |                |                    |               | \$ 72.35    |
| Public Liability Insurance @ 2.00%                |          |          |                     |                |                    |               | \$ 14.47    |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ 152.66   |
| ** Labor Markup 15.00%                            |          |          |                     |                |                    |               | \$ 131.42   |
| TOTAL LABOR                                       |          |          |                     |                |                    |               | \$ 1,007.58 |

#### MATERIAL COST

| Item                      | Quantity | Unit Cost | Sub Total | Tax   | Total Cost |
|---------------------------|----------|-----------|-----------|-------|------------|
| 8x8x4 WYE DIP             | 1        | \$ 186.70 | \$ 186.70 | 6.00% | \$ 197.90  |
| Bolt Pack                 | 1        | \$ 68.40  | \$ 68.40  | 6.00% | \$ 72.50   |
| 4" 45 degree EI           | 1        | \$ 131.60 | \$ 131.60 | 6.00% | \$ 139.50  |
| 4" Metal Band Fernco      | 1        | \$ 64.20  | \$ 64.20  | 6.00% | \$ 68.05   |
| Sub-Total                 |          |           |           |       | \$ 477.95  |
| ** Material Markup 15.00% |          |           |           |       | \$ 71.69   |
| MATERIAL TOTAL            |          |           |           |       | \$ 549.65  |

#### EQUIPMENT/TOOL COST

| Classification             | Rate | Hours | Total Cost |
|----------------------------|------|-------|------------|
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
| Sub-Total                  |      |       | \$ -       |
| ** Equipment Markup 15.00% |      |       | \$ -       |
| EQUIPMENT TOTAL            |      |       | \$ -       |

#### SUBCONTRACT COST

| Description | Price | Total Cost |
|-------------|-------|------------|
|             |       | \$ -       |

|                                                                                                                                                   |                                     |                |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|--------------------|
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   | Sub-Total                           | \$             | -                  |
|                                                                                                                                                   | ** Subcontract Markup <u>15.00%</u> | \$             | -                  |
|                                                                                                                                                   | <b>SUBCONTRACT TOTAL</b>            | <b>\$</b>      | <b>-</b>           |
| <b>Summary of Charges</b>                                                                                                                         |                                     |                |                    |
|                                                                                                                                                   | Total Labor                         | \$             | 1,007.58           |
|                                                                                                                                                   | Total Material                      | \$             | 549.65             |
|                                                                                                                                                   | Total Equip./Tool                   | \$             | -                  |
|                                                                                                                                                   | Total Subcontracts                  | \$             | -                  |
|                                                                                                                                                   | Subtotal                            | \$             | 1,557.23           |
|                                                                                                                                                   | Bond 2.00%                          | \$             | 31.14              |
|                                                                                                                                                   | <b>COR TOTAL:</b>                   | <b>\$</b>      | <b>1,588.37</b>    |
| An additional _____ day(s) will be required on contract time for this proposal.<br>Prices are subject to change if not accepted within 30 day(s). |                                     |                |                    |
| Submitted By: Stephen McIntyre                                                                                                                    |                                     | Date: 06/26/26 | Accepted By: _____ |
|                                                                                                                                                   |                                     |                | Date: _____        |

# CONTRACT CHANGE ORDER

CAI No.: 14673.25  
Order No.: 2  
Date: 8/6/2026  
State: PA  
County: Bucks

Contract For: Sewer Treatment Plant Upgrades

Owner: Palisades School District

To: Twining Construction Company, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes<br>(Supplemental Plans and Specifications Attached) | DECREASE<br>in Contract Price | INCREASE<br>in Contract Price |
|----------------------------------------------------------------------------|-------------------------------|-------------------------------|
| Change of Main Power Breaker to MBR                                        |                               | \$955.06                      |
| NET CHANGE IN CONTRACT PRICE                                               |                               | \$955.06                      |

## JUSTIFICATION:

The final design of the package treatment plant main control panel required a change to the power feed from the site's main distribution panel. The costs associated with this change order cover labor required to make the modifications in the field.

## CONTRACT VALUE:

|                                                 |   |    |            |
|-------------------------------------------------|---|----|------------|
| Original Contract Sum                           |   | \$ | 690,963.54 |
| Net Change by Previous Change Order(s) numbered | 1 | \$ | 1,588.37   |
| Net Change by This Change Order                 |   | \$ | 955.06     |
| NEW CONTRACT AMOUNT                             |   | \$ | 693,506.97 |

The Contract Total Including this and previous Change Orders Will Be: Six Hundred Ninety-Three Thousand, Five Hundred Six Dollars and Nintey-Seven Cents (\$693,506.97).

The contract period provided for completion will be: Unchanged

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: \_\_\_\_\_

(Owner)

(Date)

Recommended: \_\_\_\_\_

(Owner's Engineer)

8/6/2026

(Date)

Accepted: \_\_\_\_\_

(Contractor)

(Date)



# Twining Construction Co., Inc.

## Proposed Change Order Request

|                  |                                 |
|------------------|---------------------------------|
| Project:         | Palisades Sewer Treatment Plant |
| COR Description: | 300 Amp Breaker                 |
| COR#:            | 2                               |

### COST BREAKDOWN

#### LABOR COST

| Classification          | Rate     | OT Rate  | Total Regular Hours | Total OT Hours | Regular Rate Total | OT Rate Total | Total     |
|-------------------------|----------|----------|---------------------|----------------|--------------------|---------------|-----------|
| Foreman                 | \$85.00  | \$127.50 |                     |                | \$ -               | \$ -          | \$ -      |
| Laborer                 | \$68.00  | \$102.00 |                     |                | \$ -               | \$ -          | \$ -      |
| Superintendent          | \$150.00 | \$225.00 |                     |                | \$ -               | \$ -          | \$ -      |
| Project Manager         | \$150.00 | \$225.00 | 1                   |                | \$ 150.00          | \$ -          | \$ 150.00 |
| Project Administrator   | \$50.00  | \$75.00  | 1                   |                | \$ 50.00           | \$ -          | \$ 50.00  |
| Sub-Total               |          |          |                     |                |                    |               | \$ 200.00 |
| On Base Labor Rate ONLY |          |          |                     |                |                    |               | \$ 12.40  |
|                         |          |          |                     |                |                    |               | \$ 2.90   |
|                         |          |          |                     |                |                    |               | \$ 2.90   |
|                         |          |          |                     |                |                    |               | \$ 20.00  |
|                         |          |          |                     |                |                    |               | \$ 4.00   |
|                         |          |          |                     |                |                    |               | \$ 42.20  |
| Sub-Total               |          |          |                     |                |                    |               | \$ 42.20  |
| ** Labor Markup 15.00%  |          |          |                     |                |                    |               | \$ 36.33  |
| TOTAL LABOR             |          |          |                     |                |                    |               | \$ 278.53 |

#### MATERIAL COST

| Item                      | Quantity | Unit Cost | Sub Total | Tax   | Total Cost |
|---------------------------|----------|-----------|-----------|-------|------------|
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
| Sub-Total                 |          |           |           |       | \$ -       |
| ** Material Markup 15.00% |          |           |           |       | \$ -       |
| MATERIAL TOTAL            |          |           |           |       | \$ -       |

#### EQUIPMENT/TOOL COST

| Classification             | Rate | Hours | Total Cost |
|----------------------------|------|-------|------------|
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
| Sub-Total                  |      |       | \$ -       |
| ** Equipment Markup 15.00% |      |       | \$ -       |
| EQUIPMENT TOTAL            |      |       | \$ -       |

#### SUBCONTRACT COST

| Description  | Price     | Total Cost |
|--------------|-----------|------------|
| JWK Electric | \$ 572.00 | \$ 572.00  |

|                                                                                                                                                            |                                     |                |                    |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|--------------------|
|                                                                                                                                                            |                                     | \$             | -                  |
|                                                                                                                                                            |                                     | \$             | -                  |
|                                                                                                                                                            |                                     | \$             | -                  |
|                                                                                                                                                            | <b>Sub-Total</b>                    | \$             | <b>572.00</b>      |
|                                                                                                                                                            | ** Subcontract Markup <u>15.00%</u> | \$             | 85.80              |
|                                                                                                                                                            | <b>SUBCONTRACT TOTAL</b>            | <b>\$</b>      | <b>657.80</b>      |
| <b>Summary of Charges</b>                                                                                                                                  |                                     |                |                    |
|                                                                                                                                                            | Total Labor                         | \$             | 278.53             |
|                                                                                                                                                            | Total Material                      | \$             | -                  |
|                                                                                                                                                            | Total Equip./Tool                   | \$             | -                  |
|                                                                                                                                                            | Total Subcontracts                  | \$             | 657.80             |
|                                                                                                                                                            | Subtotal                            | \$             | 936.33             |
|                                                                                                                                                            | Bond 2.00%                          | \$             | 18.73              |
|                                                                                                                                                            | <b>COR TOTAL:</b>                   | <b>\$</b>      | <b>955.06</b>      |
| <p>An additional _____ day(s) will be required on contract time for this proposal.<br/> Prices are subject to change if not accepted within 30 day(s).</p> |                                     |                |                    |
| Submitted By: Stephen McIntyre                                                                                                                             |                                     | Date: 06/26/26 | Accepted By: _____ |
|                                                                                                                                                            |                                     |                | Date: _____        |

**From:** [Derek Geake](#)  
**To:** [Matt Sklodowski](#)  
**Cc:** [Nicholas Kaintz](#); [steve@twiningconstruction.com](mailto:steve@twiningconstruction.com); [Drew Niper](#); [Crystal B. Hessler](#)  
**Subject:** RE: Pump Station Feeder  
**Date:** Wednesday, July 1, 2026 9:16:34 AM

---

Matt,

Sorry for the delayed response.

We are in agreement with your approach with replacing the trip module.

Thank you,

**Derek Geake**  
Electrical Engineer  
**Snyder Hoffman Associates, Inc.**

---

**From:** Matt Sklodowski <matt@jwkelectric.com>  
**Sent:** Wednesday, June 24, 2026 12:49 PM  
**To:** Drew Niper <dniper@snyderhoffman.com>; Crystal B. Hessler <cbh@cowanassociates.com>  
**Cc:** Derek Geake <dgeake@snyderhoffman.com>; Nicholas Kaintz <nkaintz@snyderhoffman.com>;  
steve@twiningconstruction.com  
**Subject:** Re: Pump Station Feeder

Drew

We already have our conduits roughed out of the pump station control panel for the #2/0 feeders. I believe they are pouring the pad today

I hear what you are saying, but I am not sure how easy your alternative would be. There would still be additional costs involved

Really just replacing the trip module in the existing 300-amp breaker is the most economical and quickest solution

Thanks

Matt

Matt Sklodowski  
JWK Electric Inc  
P.O. Box 441  
Richboro Pa 18954  
O: 215-322-5108  
C: 215-416-1065

**From:** Drew Niper <[dniper@snyderhoffman.com](mailto:dniper@snyderhoffman.com)>  
**Sent:** Wednesday, June 24, 2026 10:45 AM  
**To:** Crystal B. Hessler <[cbh@cowanassociates.com](mailto:cbh@cowanassociates.com)>; Matt Sklodowski <[matt@jwkelectric.com](mailto:matt@jwkelectric.com)>  
**Cc:** Derek Geake <[dgeake@snyderhoffman.com](mailto:dgeake@snyderhoffman.com)>; Nicholas Kaintz <[nkaintz@snyderhoffman.com](mailto:nkaintz@snyderhoffman.com)>; [steve@twiningconstruction.com](mailto:steve@twiningconstruction.com) <[steve@twiningconstruction.com](mailto:steve@twiningconstruction.com)>  
**Subject:** RE: Pump Station Feeder

You don't often get email from [dniper@snyderhoffman.com](mailto:dniper@snyderhoffman.com). [Learn why this is important](#)

Hi Matt,

Why don't we keep our 300A trip breaker and 350MCM conductors, hit a wireway within 10ft of the main disconnect of the pump station and splice down to #2/0 conductors? It is code compliant and keeps us from needing to change breakers or the majority of the feeder. Unless you are saying that swapping the breaker with a 400A frame, 175A trip and reducing the entire feeder will be more economical. Please let me know.

Thanks,

**Drew Niper, P.E.**  
Principal/Electrical Department Head  
**Snyder Hoffman Associates, Inc.**

---

**From:** Crystal B. Hessler <[cbh@cowanassociates.com](mailto:cbh@cowanassociates.com)>  
**Sent:** Tuesday, June 23, 2026 3:18 PM  
**To:** Drew Niper <[dniper@snyderhoffman.com](mailto:dniper@snyderhoffman.com)>  
**Cc:** Derek Geake <[dgeake@snyderhoffman.com](mailto:dgeake@snyderhoffman.com)>; Nicholas Kaintz <[nkaintz@snyderhoffman.com](mailto:nkaintz@snyderhoffman.com)>  
**Subject:** FW: Pump Station Feeder

Drew,

Please see Matt's thoughts. Would you please prepare verbiage and a redline of the drawing E3.1 capturing any wiring changes? I would like to issue a work change directive so that Matt can continue moving forward.

Thanks for your help!

*Sincerely,*  
*Crystal*

---

**From:** Matt Sklodowski <[matt@jwkelectric.com](mailto:matt@jwkelectric.com)>  
**Sent:** Tuesday, June 23, 2026 1:49 PM  
**To:** Crystal B. Hessler <[cbh@cowanassociates.com](mailto:cbh@cowanassociates.com)>; Steve McIntyre

<[steve@twiningconstruction.com](mailto:steve@twiningconstruction.com)>

**Subject:** Re: Pump Station Feeder

Crystal

Yes, this is necessary. The breaker specified is a 300-amp breaker and can't be adjusted to meet the new feeder size.

We need to change the trip section of the breaker so we can adjust it to protect the new #2/0 feeder cables

I have not ordered the new trip mechanism, but we should think about it soon to avoid any delays at the end of the job

The breaker specified is a 400-amp frame.

It would be far more expensive to modify the panel to accept a 200-amp frame breaker.

Changing the trip mechanism in the existing breaker is the most cost-effective approach

Thanks

Matt

Matt Sklodowski  
JWK Electric Inc  
P.O. Box 441  
Richboro Pa 18954  
O: 215-322-5108  
C: 215-416-1065

---

**From:** Crystal B. Hessler <[cbh@cowanassociates.com](mailto:cbh@cowanassociates.com)>

**Sent:** Tuesday, June 23, 2026 1:34 PM

**To:** Matt Sklodowski <[matt@jwkelectric.com](mailto:matt@jwkelectric.com)>; Steve McIntyre <[steve@twiningconstruction.com](mailto:steve@twiningconstruction.com)>

**Subject:** FW: Pump Station Feeder

Matt & Steve,

I asked SHA to clarify whether it's really necessary to change that breaker size. Derek is out so his supervisor, Drew Niper, reviewed the material and offered the information below.

First and foremost – have you already taken action on the change of the breaker size? I don't want to further complicate things at this point. I was only seeking options that may be of lesser impact.

If that change isn't already in progress, what are the impacts of the solution provided below? If this solution works, what do you need?

*Sincerely,  
Crystal*

---

**From:** Drew Niper <[dniper@snyderhoffman.com](mailto:dniper@snyderhoffman.com)>  
**Sent:** Tuesday, June 23, 2026 1:29 PM  
**To:** Crystal B. Hessler <[cbh@cowanassociates.com](mailto:cbh@cowanassociates.com)>; Nicholas Kaintz <[nkaintz@snyderhoffman.com](mailto:nkaintz@snyderhoffman.com)>  
**Cc:** Derek Geake <[dgeake@snyderhoffman.com](mailto:dgeake@snyderhoffman.com)>  
**Subject:** RE: Pump Station Feeder

Crystal,

We can get away without changing the breaker in panel MDP, however, the conductors we have specified don't look like they can terminate on the main disconnect. We could reduce the conductors before they terminate but we will need to add a wireway. Do you want us to write up some verbiage to give the contractor direction for reducing the conductor size or let him figure it out?

Thanks,

**Drew Niper, P.E.**  
Principal/Electrical Department Head  
**Snyder Hoffman Associates, Inc.**

# CONTRACT CHANGE ORDER

CAI No.: 14673.25  
 Order No.: 3  
 Date: 8/6/2026  
 State: PA  
 County: Bucks

Contract For: Sewer Treatment Plant Upgrades

Owner: Palisades School District

To: Twining Construction Company, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes<br>(Supplemental Plans and Specifications Attached) | DECREASE<br>in Contract Price | INCREASE<br>in Contract Price |
|----------------------------------------------------------------------------|-------------------------------|-------------------------------|
| Additional Costs for Expedited Acquisition of MDP                          |                               | \$8,429.44                    |
| NET CHANGE IN CONTRACT PRICE                                               |                               | \$8,429.44                    |

## JUSTIFICATION:

Lead times for the originally submitted electrical gear from Square D changed between when the Contractor got his equipment quoted and when he got it ordered – changing from 2 weeks to 3 months. This would have put delivery of the main power panel into September. In order to avoid delaying the project, the Contractor found an alternate supplier who was able to provide the panel in the time frame necessary, but at a significant cost increase. This panel is currently installed. The Contractor seeks to recoup the additional expenses incurred to preserve the timeline.

## CONTRACT VALUE:

|                                                 |       |    |            |
|-------------------------------------------------|-------|----|------------|
| Original Contract Sum                           |       | \$ | 690,963.54 |
| Net Change by Previous Change Order(s) numbered | 1 – 2 | \$ | 2,543.43   |
| Net Change by This Change Order                 |       | \$ | 8,429.44   |
| NEW CONTRACT AMOUNT                             |       | \$ | 701,936.41 |

The Contract Total Including this and previous Change Orders Will Be: Seven Hundred One Thousand, Nine Hundred Thirty-Six Dollars and Forty-One Cents (\$701,936.41).

The contract period provided for completion will be: Unchanged

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: \_\_\_\_\_

(Owner)

(Date)

Recommended: \_\_\_\_\_

(Owner's Engineer)

8/6/2026

(Date)

Accepted: \_\_\_\_\_

(Contractor)

(Date)



# Twining Construction Co., Inc.

## Proposed Change Order Request

|                  |                                                   |
|------------------|---------------------------------------------------|
| Project:         | Palisades Sewer Treatment Plant                   |
| COR Description: | 400 amp panelboard from Eaton in lieu of Square-D |
| COR#:            | 3                                                 |

### COST BREAKDOWN

#### LABOR COST

| Classification                                    | Rate     | OT Rate  | Total Regular Hours | Total OT Hours | Regular Rate Total | OT Rate Total | Total     |
|---------------------------------------------------|----------|----------|---------------------|----------------|--------------------|---------------|-----------|
| Foreman                                           | \$85.00  | \$127.50 |                     |                | \$ -               | \$ -          | \$ -      |
| Laborer                                           | \$68.00  | \$102.00 |                     |                | \$ -               | \$ -          | \$ -      |
| Superintendent                                    | \$150.00 | \$225.00 |                     |                | \$ -               | \$ -          | \$ -      |
| Project Manager                                   | \$150.00 | \$225.00 | 2.5                 |                | \$ 375.00          | \$ -          | \$ 375.00 |
| Project Administrator                             | \$50.00  | \$75.00  | 2                   |                | \$ 100.00          | \$ -          | \$ 100.00 |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ 475.00 |
| On Base Labor Rate ONLY { Social Security @ 6.20% |          |          |                     |                |                    |               | \$ 29.45  |
| Medicare @ 1.45%                                  |          |          |                     |                |                    |               | \$ 6.89   |
| Unemployment @ 1.45%                              |          |          |                     |                |                    |               | \$ 6.89   |
| Workman's Compensation @ 10.00%                   |          |          |                     |                |                    |               | \$ 47.50  |
| Public Liability Insurance @ 2.00%                |          |          |                     |                |                    |               | \$ 9.50   |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ 100.23 |
| ** Labor Markup 15.00%                            |          |          |                     |                |                    |               | \$ 86.28  |
| TOTAL LABOR                                       |          |          |                     |                |                    |               | \$ 661.51 |

#### MATERIAL COST

| Item                      | Quantity | Unit Cost | Sub Total | Tax   | Total Cost |
|---------------------------|----------|-----------|-----------|-------|------------|
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
| Sub-Total                 |          |           |           |       | \$ -       |
| ** Material Markup 15.00% |          |           |           |       | \$ -       |
| MATERIAL TOTAL            |          |           |           |       | \$ -       |

#### EQUIPMENT/TOOL COST

| Classification             | Rate | Hours | Total Cost |
|----------------------------|------|-------|------------|
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
| Sub-Total                  |      |       | \$ -       |
| ** Equipment Markup 15.00% |      |       | \$ -       |
| EQUIPMENT TOTAL            |      |       | \$ -       |

#### SUBCONTRACT COST

| Description  | Price       | Total Cost  |
|--------------|-------------|-------------|
| JWK Electric | \$ 6,611.00 | \$ 6,611.00 |

|                                                                                                                                                   |                                     |                |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|--------------------|
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   | <b>Sub-Total</b>                    | \$             | <b>6,611.00</b>    |
|                                                                                                                                                   | ** Subcontract Markup <u>15.00%</u> | \$             | 991.65             |
|                                                                                                                                                   | <b>SUBCONTRACT TOTAL</b>            | \$             | <b>7,602.65</b>    |
| <b>Summary of Charges</b>                                                                                                                         |                                     |                |                    |
|                                                                                                                                                   | <b>Total Labor</b>                  | \$             | <b>661.51</b>      |
|                                                                                                                                                   | <b>Total Material</b>               | \$             | -                  |
|                                                                                                                                                   | <b>Total Equip./Tool</b>            | \$             | -                  |
|                                                                                                                                                   | <b>Total Subcontracts</b>           | \$             | <b>7,602.65</b>    |
|                                                                                                                                                   | <b>Subtotal</b>                     | \$             | <b>8,264.16</b>    |
|                                                                                                                                                   | <b>Bond 2.00%</b>                   | \$             | <b>165.28</b>      |
|                                                                                                                                                   | <b>COR TOTAL:</b>                   | \$             | <b>8,429.44</b>    |
| An additional _____ day(s) will be required on contract time for this proposal.<br>Prices are subject to change if not accepted within 30 day(s). |                                     |                |                    |
| Submitted By: Stephen McIntyre                                                                                                                    |                                     | Date: 06/26/26 | Accepted By: _____ |
|                                                                                                                                                   |                                     |                | Date: _____        |

**From:** [Matt Sklodowski](#)  
**To:** [Steve McIntyre](#); [Crystal B. Hessler](#)  
**Subject:** Palisades Pump Station  
**Date:** Monday, July 6, 2026 4:44:51 PM  
**Attachments:** [Cuny & Guerber Email.pdf](#)  
[Quote Sheets.pdf](#)

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Crystal /Steve

Here is the summary that led to the Change Order for the 400-amp panelboard

The Square-D panelboard that was submitted and approved by Snyder Hoffman on 3-2-26 was released for order on 3-6-26. At that time the anticipated lead time was 4-6 weeks which would have put us in good shape for our June start date.

On May 5<sup>th</sup> I was advised that Square-D had pushed the delivery date out to 8-14, which was an estimate. See the attached email from our Square-D supplier, Cuny & Guerber. Based on experience, I can guarantee that if we stayed with Square-D we would be looking at a September ship date. Unfortunately, we are in this predicament quite often because the push is for the gear manufacturers to supply gear to all the AI centers being constructed first, and we are left in the wings waiting.

Prior to this email I had been working with all our suppliers to see if anyone could do better. I had been waiting for the response from Square-D that was not coming per several requests which had me very concerned.

In the interim, I did get a response back from another supplier (Turtle & Hughes). They quoted me on a panel manufactured by Eaton that could be shipped in 2-3 weeks but at a premium cost.

Steve and I discussed this and in **good faith** submitted this panel for approval to Snyder Hoffman, which literally came back the same day. At that point, we ordered the panel in order to keep on track with the project schedule. If we had not, the project would be in trouble right now.

Eaton did keep their word, and we had the panel in 12 days, and it has since been installed. This was critical in order to schedule MetEd for their scope of work with the new incoming electric service. Please understand that I have been working with Danielle Wilson from MetEd since late March to get the new service installed and any hiccup in JWK Electric getting the new service installed for inspection would just push MeEd back in their scheduling. We should be getting our electrical underwriter inspection this week

and once Danielle gets a copy of the inspection certificate, she will schedule their work to be done. This puts on target to have no delays in getting permanent power to the pump station.

I have also attached our quote sheets from Cuny & Guerber and Turtle and Hughes for your reference

If you have any questions or require additional information, please let me know

Thank you,  
**Matt**

Matt Sklodowski  
JWK Electric Inc  
P.O. Box 441  
Richboro Pa 18954  
O: 215-322-5108  
C: 215-416-1065

Cuny & Guerber, Inc. | 305 Clearview Road, Suite 2, Edison, NJ 08837-3729  
Office: 201.617.5800 x 213 | Fax: 201.617.5557 | Direct: 201-537-7489  
[rangeli@cuny.biz](mailto:rangeli@cuny.biz) | [cuny.biz](http://cuny.biz) My office hours are 8:00 am – 5:00 pm

**From:** Tom Vanko <[TVanko@cuny.biz](mailto:TVanko@cuny.biz)>  
**Sent:** Monday, May 4, 2026 5:24 PM  
**To:** Rich Angeli <[RAngeli@cuny.biz](mailto:RAngeli@cuny.biz)>  
**Cc:** Maria Romero <[mromero@cuny.biz](mailto:mromero@cuny.biz)>  
**Subject:** RE: Palisades Pump Station Panelboard

Sent email to the Schneider negotiator and cc'd you... have not heard back yet but hopefully soon.

**From:** Rich Angeli <[RAngeli@cuny.biz](mailto:RAngeli@cuny.biz)>  
**Sent:** Monday, May 4, 2026 5:19 PM  
**To:** Tom Vanko <[TVanko@cuny.biz](mailto:TVanko@cuny.biz)>  
**Cc:** Maria Romero <[mromero@cuny.biz](mailto:mromero@cuny.biz)>  
**Subject:** FW: Palisades Pump Station Panelboard  
**Importance:** High

Tom, did you work anything up for JWK?

**Spring time is TOOL time!**



**Rich Angeli | Inside Sales**  
Cuny & Guerber, Inc. | 305 Clearview Road, Suite 2, Edison, NJ 08837-3729  
Office: 201.617.5800 x 213 | Fax: 201.617.5557 | Direct: 201-537-7489  
[rangeli@cuny.biz](mailto:rangeli@cuny.biz) | [cuny.biz](http://cuny.biz) My office hours are 8:00 am – 5:00 pm

**From:** Matt Sklodowski <[matt@jwkelectric.com](mailto:matt@jwkelectric.com)>  
**Sent:** Monday, May 4, 2026 5:01 PM  
**To:** Rich Angeli <[RAngeli@cuny.biz](mailto:RAngeli@cuny.biz)>  
**Subject:** RE: Palisades Pump Station Panelboard

Rich  
Any update from Square-D?  
Thanks  
Matt

## Matt Sklodowski

---

**From:** Matt Sklodowski  
**Sent:** Wednesday, May 6, 2026 8:38 AM  
**To:** 'Rich Angeli'  
**Subject:** RE: Palisades Pump Station Panelboard

Morning Rich  
Any luck with your meeting with Square-D  
Matt

Matt Sklodowski  
JWK Electric Inc  
P.O. Box 441  
Richboro Pa 18954  
O: 215-322-5108  
C: 215-416-1065

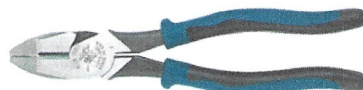
**From:** Rich Angeli <RAngeli@cuny.biz>  
**Sent:** Tuesday, May 5, 2026 7:48 AM  
**To:** Matt Sklodowski <matt@jwkelectric.com>  
**Subject:** FW: Palisades Pump Station Panelboard  
**Importance:** High

Matt-

Still no better promise date from SQD. Showing estimated ship date of 8/14

Tom, our switchgear manager, is working on another solution with expedited shipping. SQD will be here for a meeting today and he will follow with them

***Spring time is TOOL time!***



Tool Totes



**Rich Angeli | Inside Sales**

**CUNY & GUERBER, INC.**  
**305 CLEARVIEW RD STE 2**  
**EDISON, NJ 08837-3729**  
**201-617-5800 Fax 201-617-5557**

# Quotation

| QUOTE DATE                                                                                                            | QUOTE NUMBER      |
|-----------------------------------------------------------------------------------------------------------------------|-------------------|
| 02/18/26                                                                                                              | S1389776          |
| ORDER TO:<br>CUNY & GUERBER, INC.<br>305 CLEARVIEW RD STE 2<br>EDISON, NJ 08837-3729<br>201-617-5800 Fax 201-617-5557 | PAGE NO.<br><br>1 |

QUOTE TO:  
 JOHN W KAY ELECTRICAL CONTRACTING  
 1491 HATBORO ROAD  
 PO BOX 441  
 RICHBORO, PA 18954

SHIP TO:  
 JOHN W KAY ELECTRICAL CONTRACT  
 1491 HATBORO ROAD  
 PO BOX 441  
 RICHBORO, PA 18954

| CUSTOMER NUMBER                                                                                                      | CUSTOMER ORDER NUMBER | RELEASE NUMBER                                                                                             | SALESPERSON |                 |
|----------------------------------------------------------------------------------------------------------------------|-----------------------|------------------------------------------------------------------------------------------------------------|-------------|-----------------|
| 8471                                                                                                                 | RFQ PALISADES PUMP    |                                                                                                            | Brian Ward  |                 |
| WRITER                                                                                                               | SHIP VIA              | TERMS                                                                                                      | SHIP DATE   | FREIGHT ALLOWED |
| Rich Angeli                                                                                                          | OTSW SOUTHWEST        | Net Due 30 Days                                                                                            | 02/18/26    | No              |
| ORDER QTY                                                                                                            | PART NO               | DESCRIPTION                                                                                                | Net Pric    | Ext Pric        |
| 1ea                                                                                                                  |                       | SQD LOT-PRICE<br>**<br>FACTORY ASSEMBLED, NEMA 3R<br>400AMP MAIN, 65KAIC FULLY RATED<br>TAXES NOT INCLUDED | 9325.000    | 9325.00         |
| * This is a quotation *<br>Prices are subject to change<br>without notice after 24 hours.<br>Applicable taxes extra! |                       |                                                                                                            | Subtotal    | 9325.00         |
|                                                                                                                      |                       |                                                                                                            | S&H CHGS    | 0.00            |
|                                                                                                                      |                       |                                                                                                            | Amount Due  | 9325.00         |

## POWER DISTRIBUTION QUOTE

Date: 4/24/26

JWK Electric

### Palisades Sewage Pump Station Panel

Turtle & Hughes is pleased to offer the following quote for your project. Thank you for the opportunity, and we look forward to supporting your requirements.

### Bill of Material Base (BOM):

| Item No. | Qty | Product                                    | Description                                                                                                                             |
|----------|-----|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
|          | 1   | Panelboards                                | PRL4X, 36 Circuits, 400A, Fully Rated, 208Y/120V 3Ph 4W, Copper Bus, 65kAIC, 400A, 3P PDD33G0400 Main Breaker[Top Fed], Surface Mounted |
|          |     | Catalog No                                 | PCNFEFBTB56C                                                                                                                            |
|          |     | Designation                                | MDP                                                                                                                                     |
|          | Qty | List of Materials                          |                                                                                                                                         |
|          | 1   | 400A, 3P PDD33G0400 Main Breaker           |                                                                                                                                         |
|          | 1   | 20A, 2P GHQ Branch Breaker                 |                                                                                                                                         |
|          | 20  | 20A, 1P GHQ Branch Breaker                 |                                                                                                                                         |
|          | 1   | 30A, 2P GHQ Branch Breaker                 |                                                                                                                                         |
|          | 1   | 125A, 3P PDD23G0125 Branch Breaker         |                                                                                                                                         |
|          | 1   | 30A, 3P GHB Branch Breaker                 |                                                                                                                                         |
|          | 1   | 300A, 3P PDD33G0300 Branch Breaker         |                                                                                                                                         |
|          | 1   | 3P Frame 2 Branch Provision Only           |                                                                                                                                         |
|          | 1   | Copper Main Bus, 400 Amps                  |                                                                                                                                         |
|          | 1   | Std. Bolted Cu Ground Bar (Cu Cable Only)  |                                                                                                                                         |
|          | 1   | Panel Nameplate - White with Black Letters |                                                                                                                                         |
|          | 1   | Type 3R Enclosure - Galvanized: RPCB2490G  |                                                                                                                                         |

1 – Ditek SPD D300-120/2083Y

**Total Lot Price: \$14,148.00 n/c (pricing is valid for 30 days from date of quote)**

### Notes:

- **Bill of material is limited to the listed items only.**
- **Based on our interpretation of the information provided.**
- **Quote does not meet specifications for Buy American, BABA, or PA Steel.**

## CONTRACT CHANGE ORDER

CAI No.: 14673.25  
Order No.: 4  
Date: 8/6/2026  
State: PA  
County: Bucks

Contract For: Sewer Treatment Plant Upgrades

Owner: Palisades School District

To: Twining Construction Company, Inc.

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

| Description of Changes<br>(Supplemental Plans and Specifications Attached) | DECREASE<br>in Contract Price | INCREASE<br>in Contract Price |
|----------------------------------------------------------------------------|-------------------------------|-------------------------------|
| Reuse of existing concrete generator pad                                   | (\$5,805.00)                  |                               |
| NET CHANGE IN CONTRACT PRICE                                               | (\$5,805.00)                  |                               |

### JUSTIFICATION:

The existing generator slab dimensions were found to be adequate to accommodate the new generator. Reuse of the existing concrete foundation eliminated the need to demolish the existing foundation and pour a new foundation.

### CONTRACT VALUE:

|                                                 |       |    |            |
|-------------------------------------------------|-------|----|------------|
| Original Contract Sum                           |       | \$ | 690,963.54 |
| Net Change by Previous Change Order(s) numbered | 1 – 3 | \$ | 10,972.87  |
| Net Change by This Change Order                 |       | \$ | (5,805.00) |
| NEW CONTRACT AMOUNT                             |       | \$ | 696,131.41 |

The Contract Total Including this and previous Change Orders Will Be: Six Hundred Ninety-Six Thousand, One Hundred Thirty-One Dollars and Forty-One Cents (\$696,131.41).

The contract period provided for completion will be: Unchanged

This document will become a supplement to the contract and all provisions will apply hereto.

Requested: \_\_\_\_\_

(Owner)

(Date)

Recommended: \_\_\_\_\_

(Owner's Engineer)

8/6/2026

(Date)

Accepted: \_\_\_\_\_

(Contractor)

(Date)



# Twining Construction Co., Inc.

## Proposed Change Order Request

|                  |                                 |
|------------------|---------------------------------|
| Project:         | Palisades Sewer Treatment Plant |
| COR Description: | Generator Foundation Credit     |
| COR#:            | 4                               |

### COST BREAKDOWN

#### LABOR COST

| Classification                                    | Rate     | OT Rate  | Total Regular Hours | Total OT Hours | Regular Rate Total | OT Rate Total | Total |
|---------------------------------------------------|----------|----------|---------------------|----------------|--------------------|---------------|-------|
| Carpenter                                         | \$85.00  | \$127.50 |                     |                | \$ -               | \$ -          | \$ -  |
| Laborer                                           | \$68.00  | \$102.00 |                     |                | \$ -               | \$ -          | \$ -  |
| Superintendent                                    | \$150.00 | \$225.00 |                     |                | \$ -               | \$ -          | \$ -  |
| Project Manager                                   | \$150.00 | \$225.00 | 0                   |                | \$ -               | \$ -          | \$ -  |
| Project Administrator                             | \$50.00  | \$75.00  | 0                   |                | \$ -               | \$ -          | \$ -  |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ -  |
| On Base Labor Rate ONLY { Social Security @ 6.20% |          |          |                     |                |                    |               | \$ -  |
| Medicare @ 1.45%                                  |          |          |                     |                |                    |               | \$ -  |
| Unemployment @ 1.45%                              |          |          |                     |                |                    |               | \$ -  |
| Workman's Compensation @ 10.00%                   |          |          |                     |                |                    |               | \$ -  |
| Public Liability Insurance @ 2.00%                |          |          |                     |                |                    |               | \$ -  |
| Sub-Total                                         |          |          |                     |                |                    |               | \$ -  |
| ** Labor Markup 15.00%                            |          |          |                     |                |                    |               | \$ -  |
| TOTAL LABOR                                       |          |          |                     |                |                    |               | \$ -  |

#### MATERIAL COST

| Item                      | Quantity | Unit Cost | Sub Total | Tax   | Total Cost |
|---------------------------|----------|-----------|-----------|-------|------------|
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
|                           |          | \$ -      | \$ -      | 6.00% | \$ -       |
| Sub-Total                 |          |           |           |       | \$ -       |
| ** Material Markup 15.00% |          |           |           |       | \$ -       |
| MATERIAL TOTAL            |          |           |           |       | \$ -       |

#### EQUIPMENT/TOOL COST

| Classification             | Rate | Hours | Total Cost |
|----------------------------|------|-------|------------|
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
|                            |      |       | \$ -       |
| Sub-Total                  |      |       | \$ -       |
| ** Equipment Markup 15.00% |      |       | \$ -       |
| EQUIPMENT TOTAL            |      |       | \$ -       |

#### SUBCONTRACT COST

| Description | Price | Total Cost |
|-------------|-------|------------|
|             |       | \$ -       |

|                                                                                                                                                   |                                     |                |                    |
|---------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------------|--------------------|
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   |                                     | \$             | -                  |
|                                                                                                                                                   | <b>Sub-Total</b>                    | \$             | -                  |
|                                                                                                                                                   | ** Subcontract Markup <u>15.00%</u> | \$             | -                  |
|                                                                                                                                                   | <b>SUBCONTRACT TOTAL</b>            | \$             | -                  |
| <b>Summary of Charges</b>                                                                                                                         |                                     |                |                    |
|                                                                                                                                                   | Total Labor                         | \$             | -                  |
|                                                                                                                                                   | Total Material                      | \$             | -                  |
|                                                                                                                                                   | Total Equip./Tool                   | \$             | -                  |
|                                                                                                                                                   | Total Subcontracts                  | \$             | -                  |
|                                                                                                                                                   | Subtotal                            | \$             | (5,805.00)         |
|                                                                                                                                                   | Bond 2.00%                          |                |                    |
|                                                                                                                                                   | <b>COR TOTAL:</b>                   | \$             | (5,805.00)         |
| An additional _____ day(s) will be required on contract time for this proposal.<br>Prices are subject to change if not accepted within 30 day(s). |                                     |                |                    |
| Submitted By: Stephen McIntyre                                                                                                                    |                                     | Date: 06/30/26 | Accepted By: _____ |
|                                                                                                                                                   |                                     |                | Date: _____        |



**RE: PESPA Third Party Vendor**

**Date: August 19, 2026**

**Purpose and timeframe:**

This MOU is to address the need for Palisades School District to fill any Highly Qualified Instructional Assistant/Paraprofessional or Personal Care Assistant position unfilled. To date, the District has posted these positions, yet no one has applied.

The parties agree, intending to be legally bound, that the District may use a third party provider to temporarily fill the position identified above under the following conditions:

1. The vacancy for the position will continue to be posted internally and externally.
2. If a qualified candidate applies for the position, the District shall, as soon as is practicable, 1. Interview and hire said candidate and 2. Terminate the third party provider contract within ten (10) workdays of hire, or on the date the new employee is able to begin working, if longer than ten (10) days.
3. The entry of this MOU shall not constitute a past practice or precedent for either party to rely on in any subsequent dispute on any issues that may present between the parties. This MOU shall not be used in any subsequent grievance procedure, arbitration, or unfair labor practice as evidence of a practice on one or both parties.
4. This MOU shall expire on February 28, 2027

PESPA

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_

Palisades School Board

By: \_\_\_\_\_  
President

Date: \_\_\_\_\_



705 N. Shady Retreat Rd.  
Doylestown, PA 18901  
Tel: 215-348-2940  
www.BucksIU.org

## 2026 - 2027 IDEA-B USE OF FUNDS AGREEMENT

This SUB-GRANT AGREEMENT, entered on \_\_\_\_\_, for Implementation of Individuals with Disabilities Education Act – Part B (IDEA – Award # H027A260093 ALN (Assistance Listing Number) # 84.027), by and between Bucks County Intermediate Unit #22 located at 705 N. Shady Retreat Road, Doylestown, PA 18901 (hereinafter called “Bucks IU”) and \_\_\_\_\_ Palisades School District \_\_\_\_\_ located at \_\_\_\_\_ 39 Thomas Free Drive, Kintnersville, PA 18930 \_\_\_\_\_ (hereinafter called “School Entity”) for the Project Period: July 1, 2026 through June 30, 2027.

The execution of this agreement is contingent upon 1) the Pennsylvania Department of Education’s (PDE) approval of the services outlined in the agreement through the Bucks IU’s application for IDEA funding, and 2) receipt of the funds from PDE.

### **The School Entity hereby agrees and assures that:**

1. All IDEA funds shall be used to supplement the provision of special education and related services for eligible school age children, except as may be permitted by IDEA of 2004.
2. IDEA funds shall be used to supplement and, to the extent practicable, increase the level of state and local funds expended for providing special education and related services to children with disabilities, and may not be used to supplant those state and local funds. (See 20 U.S.C. §1413 and 34 CFR §300.202).
3. The School Entity will maintain complete cost records of all expenditures made in association with this agreement, as well as employee, programmatic, statistical records, and supporting documents. These records are to be available for inspection by a representative and/or auditor of the Bucks IU, Pennsylvania Department of Education (PDE) or Office of Special Education Programs.
4. Any and all audit citations or findings resulting from expenditures or activities performed by the School Entity will be the financial responsibility of the School Entity. The Bucks IU agrees to cooperate with the School Entity in resolving any proposed disallowances the auditors of the School Entity recommend as a result of audits, or any final audit disallowances imposed by the appropriate authorities. The Bucks IU shall not be held liable by the School Entity for such disallowed costs.

5. The School Entity will have a Single Audit performed in accordance with all applicable regulations. Upon completion, a copy of the Single Audit will be forwarded to the Bucks IU's Business Office.
6. The School Entity assures that all obligations made in association with the agreement will occur within the project period stated above. No payments can be made for obligations made outside the approved project period (i.e. prior to July 1, 2026 or after June 30, 2027). The School Entity agrees to provide Bucks IU with all necessary supporting information should the School Entity be in a position to carry over funds past June 15, 2027.
7. The School Entity will submit budget and final expenditure reports to the Bucks IU, based on the determined schedule, as well as any other reports required by PDE. However, payment by the Bucks IU will be contingent upon receipt of funds from PDE, receipt of initial budget and receipt of appropriate reimbursement requests and related documentation as described in the guidelines established by the Bucks IU. The final summary expenditure report must be submitted no later than July 31, 2027.
8. The School Entity agrees to only utilize any State/Local funds "freed up" under Maintenance of Effort (MoE) for Elementary and Secondary Education Act (ESEA)/IDEA authorized activities.
9. The School Entity agrees to maintain detailed records of how it utilized any Local/State funds freed up under the Maintenance of Effort (MoE) option as required by PDE.
10. The School Entity agrees to comply with all IDEA related reporting requirements established by PDE for purposes of accountability of IDEA expenditures.
11. IDEA funds will be passed through to the School Entity on a reimbursement basis due to feedback concerning sound and prudent accounting principles from PDE and the Bucks IU auditors. When requesting reimbursement for expenses incurred, the School Entity will accompany the reimbursement request with appropriate supporting documentation, such as copies of itemized vendor invoices, payroll records, etc. Specific instructions can be found in the guidelines established by the Bucks IU.
12. The School Entity agrees not to accumulate any interest on IDEA funds in compliance with federal mandates governing IDEA. If any interest over \$500 accumulates on IDEA funds in a given grant year, the School Entity agrees to return the amount over \$500 to the HHS Program Support Center, P.O. Box 979132, St. Louis, MO 63197.

13. The School Entity agrees to code all employees supported by IDEA funds as “federal” and, as a result of this, may not receive half of the Employer’s FICA contribution back from the state nor may the School Entity bill for Medical Assistance reimbursements for services provided by those employees.
14. The School Entity agrees to comply with all requirements under Title 2 Part 200 of the Code of Federal Regulations (2 CRF §200) related to the Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
15. In accordance with 2 CFR §200.331, the Bucks IU must evaluate each School Entity for risk of non-compliance with federal laws, regulations and terms, and determine appropriate monitoring activities. These monitoring activities may include, but are not limited to: risk assessment surveys, desk audits, on-site reviews, and local auditing activities. The School Entity agrees to comply with any requests and activities associated with the Bucks IU compliance of §200.331.

**The Bucks IU hereby agrees and assures that:**

1. The development and execution of this agreement shall be in accordance with
  - a. IDEA
  - b. Program guides issued by U.S. Department of Education (USDE)
  - c. Guidelines and directives issued by Pennsylvania Department of Education (PDE)
  - d. The terms of this agreement
  - e. The provisions of the Commonwealth of Pennsylvania’s IDEA plan applicable to the period of this agreement
  - f. All pertinent Federal and Pennsylvania laws, regulations and standards, as outlined in the IDEA contract between the Bucks IU and PDE.
2. Upon School Entity’s submission of an initial budget, the Bucks IU agrees to make pass-through payments equal to the difference between the total amount available to School Entity and the amount of the Bucks IU regional services provided to the School Entity for allowable expenditures. The School Entity’s entire IDEA allocation (including the Bucks IU-provided regional services) must be reported on the School Entity’s schedule of federal assistance (ALN 84.027) and a copy of the Single Audit Report must be sent to the Bucks IU.
3. The Bucks IU agrees to provide School Entity with all IDEA guidelines governing allowable and non-allowable IDEA expenses.
4. The Bucks IU agrees to periodically provide the School Entity with an IDEA account statement which will include year-to-date installment payments and estimated cost of services purchased/requested.

5. The Bucks IU agrees to make “pass-through” payments to the School Entity, contingent upon receipt of funds from PDE and the School Entity's initial budget, and, generally within 30 days of receipt of the IDEA reimbursement request form from the School Entity.
6. Communications and documentation received by the Bucks IU from the School Entity regarding IDEA-B will be handled as confidential and the Bucks IU will not disclose the details of such communications or documentation unless required to do so by law.

**THE EXECUTION OF THIS AGREEMENT IS CONTINGENT UPON:**

1. The Pennsylvania Department of Education’s approval of the services outlined in the agreement through the Bucks IU’s application for IDEA funding; and
2. Receipt of the funds from PDE. Further, the School Entity must comply with IDEA-B Use of Funds Agreement, budget, and final reporting submitted to the Bucks IU as well as any guidelines established by the Bucks IU.

THIS AGREEMENT is signed below by the duly authorized representatives of the parties:

School Entity

Bucks County Intermediate Unit #22

Superintendent:

Executive Director:

Bridget O’Connell, Ed.D.

Mark Hoffman, Ed.D.

(Name)

(Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Date)

**(ATTACHMENT A)  
NOTICE OF ADOPTION OF APPROVED LEA  
POLICIES, PROCEDURES AND USE OF FUNDS  
BY SCHOOL DISTRICT**

The Palisades School District hereby gives notice of its adoption of the Bucks County Intermediate Unit's policies and procedures under the federal requirements of 34 CFR PART 300<sup>1</sup>. A copy of the policies and procedures are maintained for review in the administrative offices. The IU-adopted policies and procedures are implemented to fulfill the requirements of 22 PA Code Chapter 14 and the regulatory requirements under the Individuals with Disabilities Education Act – Part B. The Subgrantee has in effect policies and procedures whereby the SEA may, through corrective action for failure to comply with Part B of the act, exercise its general supervisory authority to withhold all direct or indirect subsidies for special education and related services provided by the SEA to public agencies with the responsibility to offer a free appropriate public education to eligible children. (20 U.S.C. Section 1412 (11), 34 C.F.R. Section 300.151, and 34 C.F.R. Section 300.608).

Signature of Superintendent of the School District \*

Date

\*By entering your name electronically, you acknowledge your receipt of this document. Your electronic signature will serve as the equivalent of your manual signature. Please click the box to lock this form. ☐

<sup>1</sup>Federal requirements including, but not limited to:

- §300.101-§300.123 FAPE Requirements, LRE, Additional Eligibility Requirements
  - §300.145-§300.148 Children with Disabilities in Private Schools Placed or Referred by Public Agencies
  - §300.154 Parental Consent to Access Public Benefits or Insurance
  - §300.200-§300.226 Local Educational Agency Eligibility
  - §300.229 Disciplinary information
  - §300.300-§300.536 Evaluations, Eligibility Determinations, IEP and Educational Placements, Procedural Safeguards, and Discipline Procedures
  - §300.610-§300.624 Confidentiality of Information
- Revised March 2019



## The True Standard in Student Transportation Safety

When it comes to student transportation, nothing matters more than getting students to school safely and reliably. That's why our operational standards align with 100% of applicable state-level and U.S. Department of Education regulatory requirements for small-capacity student transportation.

This is not the case with Transportation Network Companies (TNCs), who comply with the Public Utilities Commission requirements for commercial ride-shares. They are not purpose-built around the unique needs of students, especially those with disabilities, McKinney-Vento protections, or IEP requirements.

### Here's how EverDriven safety standards compare to TNCs:

|                                      | EverDriven                                                                                                                                        | TNC Drivers                                                                          |
|--------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|
| ▶ <b>Primary Passengers</b>          | Students (special education, McKinney-Vento, foster, etc.)                                                                                        | General public                                                                       |
| ▶ <b>Regulatory Oversight</b>        | Aligned with state and U.S. Department of Education regulations                                                                                   | State Public Utilities Commission                                                    |
| ▶ <b>Background Screening</b>        | Extensive screening (national criminal, sex offender registry, child abuse registry, fingerprinting), continuous monitoring of Background and MVR | Basic criminal background check – typically no continuous monitoring or annual check |
| ▶ <b>Driver Training</b>             | Student-specific safety training, student interaction, and crisis response                                                                        | “Safe” driving; behind-the-wheel training generally not required                     |
| ▶ <b>Child Safety Training</b>       | Child safety + evacuation + additional emergency procedures                                                                                       | Not required                                                                         |
| ▶ <b>Special Needs Awareness</b>     | Training for transporting vulnerable students (SPED, behavioral needs)                                                                            | Not required                                                                         |
| ▶ <b>Student Management Training</b> | Student behavior management and safety procedures                                                                                                 | Not required                                                                         |
| ▶ <b>Drug &amp; Alcohol Policies</b> | Drug and Alcohol consortium – active, continuous monitoring                                                                                       | “Zero tolerance,” meaning action is taken after the incident has occurred            |
| ▶ <b>Driver Conduct Standards</b>    | Enhanced standards for safely working with minors                                                                                                 | General professionalism                                                              |
| ▶ <b>Ongoing Training</b>            | Yearly SafeRide Education refreshers                                                                                                              | Not required                                                                         |

EverDriven also adds safeguards, including enhanced vetting, structured oversight, and purpose-built technology to support transparency and accountability. **Because when it comes to Alternative Student Transportation, safety is always our top priority.**

## **AGREEMENT FOR THE PROVISION OF ALTERNATIVE TRANSPORTATION SOLUTIONS**

THIS AGREEMENT ("Agreement") is entered into between EverDriven Technologies, LLC. ("Contractor") and Palisades School District (the "District"), with the following facts:

- A. Certain student(s) of the District require transportation to and from school and/or other transportation services as requested by the District.
- B. Contractor will coordinate such transportation services. The District will reimburse Contractor for the provision of these services in accordance with the terms and provisions of this Agreement.

NOW THEREFORE, for a valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

### **1. Contractor Services**

District may request, from time to time, that Contractor coordinate transportation services, which Contractor may agree to coordinate. To the extent accepted by Contractor, Contractor agrees to coordinate such transportation services and District agrees to pay Contractor in accordance with the provisions of this Agreement. Contractor's coordination of such transportation services pursuant to this Agreement are sometimes referred to herein as the "Services."

In operating under this Agreement, the District will purchase services from the Contractor through the Contractor's agreement with **OMNIA Partners Contract No. R230901** the provisions of which, while not attached hereto, are nonetheless incorporated herein by this reference, and in accordance with the pricing set forth in Attachment 1 of this Agreement, which is attached hereto and incorporated herein by this reference.

### **2. Term**

The initial term of this Agreement shall commence on the final execution date of this Agreement and end on June 30, 2029. Either party can terminate with or without cause at any time with thirty (30) days prior written notice. At the end of the initial term, this Agreement will be automatically renewed for successive twelve (12) month periods (each a "Renewal Term") on the same terms and conditions, with the exception of any potential rate adjustments (see Adjustment of Rates section), unless either party provides the other with not less than thirty (30) days prior written notice.

### **3. Fees for Service**

Contractor shall be paid the agreed sum based on fees outlined on Attachment 1, which is attached hereto and incorporated herein by this reference. Contractor shall invoice the District for the provision of the Services on a weekly basis and shall be paid within thirty (30) days after

Contractor submits invoice to the District for the provision of the Services for the relevant week. Any payment not received by Contractor within thirty (30) days of Contractor submitting invoice to District shall accrue interest at the lesser of (a) the rate of one and one-half percent per month or (b) the maximum rate allowed by law, commencing with the date of the invoice until payment is actually received by Contractor. All payments due and owing under this Agreement shall be made through automated clearing house ("ACH") transfers.

**4. Adjustment of Rates**

The rates established in this Agreement shall be automatically increased by three (3) percent annually, effective on the anniversary of the Agreement's effective date, no more than once per 12-month period, where determination of increase is at the sole discretion of the Contractor.

**5. Trigger to Renegotiate**

In the event of forces outside the control of Contractor, this Agreement may be renegotiated. Such events include, but are not limited to, new local, state and/or federal mandates (e.g., vaccination mandates), increase in a cost of doing business, new vehicle equipment requirements, wages, labor shortage, inflation/economic recession (CPI).

**6. Force Majeure**

In the event of circumstances beyond the control of Contractor or the District including acts of God, natural disaster, epidemic, pandemic, government shutdown, and the like, that reduce or eliminate the need for Contractor's Services, in order to maintain adequate readiness to serve the District, Contractor shall be excused from servicing District.

Contractor will submit for payment an invoice for each month in which regular transportation services would have taken place had the Force Majeure event not occurred. District will only be obligated to make such payment to Contractor if local, state and/or federal funds are provided to the District to mitigate financial losses to it and its contractors. The invoice will be calculated by the cost of the District's final day of regular transportation service before such event occurred multiplied by the number of school days in that particular month and subtracting 15%. If District elects not to agree to these terms, Contractor cannot assure resources will be available to the District when Force Majeure event ends.

**7. Vehicles**

As part of its Services and for the compensation set forth in this Agreement, Contractor agrees to coordinate the supply of such vehicles (the "Vehicles") as may be necessary to lawfully address the transportation requirements of the District. The District requires that all such Vehicles shall fully comply with all applicable laws and regulations. Contractor shall be solely responsible for the management and logistical support necessary to coordinate all Vehicles used in transporting students.

**8. Cameras**

District shall indicate, by checking the appropriate box below, whether camera systems are to be installed on board immediately or reserved for potential future implementation. The terms and conditions set forth in Attachment 7 are hereby incorporated into this Agreement. If District elects to implement camera systems, whether at the commencement of services or thereafter, the provisions of Attachment 7 shall become effective as of the date of such request by the District. Fees associated with the camera systems are set forth in Attachment 1.

☐ Cameras are required on board immediately.

☒ Cameras are not currently required but may be implemented in the future.

**9. Student Damage to Vehicles**

District shall be responsible for any damage to vehicle(s) caused by District student not to exceed Seven Hundred Fifty Dollars (\$750) per incident. For any amounts above \$750, District shall assist Contractor in seeking restitution from student's guardian(s). Contractor shall be required to furnish to the District documentation of the event (i.e. incident report, police report, etc.) within seventy-two (72) business hours of the incident.

**10. Contractor Personnel and Subcontracted Service Providers**

As part of its Services and for the compensation set forth in this Agreement, Contractor shall provide qualified and properly licensed personnel as required by laws and regulations and as deemed appropriate by Contractor to coordinate the Services. While Contractor may subcontract with service providers who will supply drivers ("subcontracted drivers") to provide student transportation services for the District, Contractor shall at all times remain responsible for the coordination of the Services under this Agreement. Contractor expressly represents and warrants to the District that it will only utilize subcontracted drivers that have obtained the necessary training and are properly licensed to perform the Services.

**11. Contractor Insurance**

Contractor shall obtain and maintain in full force and effect during the term of this Agreement, General Liability \$1,000,000 each occurrence, Automobile Liability \$1,000,000 combined single limit per accident, Sexual Misconduct Liability \$4,000,000 limit, Workers Compensation in statutory limits and Employer's Liability \$1,000,000 limit issued by insurance companies authorized to do business in the state. The District shall be notified at least thirty (30) days prior to cancellation of any such policy or policies (except 10 days for non-payment of premium).

**12. Background Checks**

Because Contractor will be providing transportation services for school children, it is a requirement of Contractor's insurance that Contractor require and Contractor shall require each Contractor personnel or subcontracted driver in a position requiring contact with students to undergo a background check verifying no prior convictions for or pleas of nolo contendere to a felony or misdemeanor offense involving moral turpitude, including any sexual offense involving a child listed in 24 P.S. Section 1-111.

**13. Drug and Alcohol Testing**

Contractor only contracts with transportation service providers who enroll their drivers in a drug and alcohol testing consortium that provide for pre-employment testing, as well as random, reasonable suspicion and post-accident drug and alcohol testing. Each consortium reports to Contractor when a driver tests positive for a prohibited substance as well as when a driver is enrolled and removed from the consortium pool.

**14. Marketing**

Subject to applicable laws regarding privacy of student information, District grants Contractor the right to publish true and verifiable results of the Services for purposes of marketing material, case studies, responses to requests for proposals, or other promotional and informational material developed by Contractor. "True and verifiable results" include but are not limited to cost savings realized by District, the number of students transported, and the number of trips conducted. True and verifiable results do not include personal information about students or families. District consents to Contractor's use of District's name, logo and/or trademark for any marketing materials that Contractor may disseminate to the public in promotion of Contractor's Services, provided that such use of the District's name, logo and/or trademark is solely for purposes of identifying District as a user of Contractor's Services.

**15. Assignment of Contractor's Rights**

Except as it relates to the entering into subcontracts as referred to in this Agreement, Contractor shall have no right to assign its rights or obligations under this Agreement; provided, however, Contractor shall have the right to assign this Agreement either to an affiliate of Contractor or as part of a transaction wherein it transfers substantially all of its assets.

**16. Indemnification**

Contractor hereby agrees to indemnify and hold the District, its Board Members, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the District and/or Contractor and/or any student(s), in connection with the gross negligence of Contractor or its subcontracted service provider or the subcontracted drivers pursuant to this Agreement.

District hereby agrees to indemnify and hold the Contractor, its directors, employees, agents, officers and assigns, free and harmless from and against all claims, causes of action, liabilities, damages, expenses and costs (including, but not limited to, attorney fees and court costs) arising out of any injury to any person or property sustained by the Contractor and/or District and/or any student(s), in connection with the gross negligence of the District pursuant to this Agreement.

**17. Independent Contractor**

In providing the management and logistical support necessary to coordinate the Services, Contractor shall be and act as an independent contractor in all respects and shall not, for any purpose hereunder, be or act as an employee or agent of the District. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between either of the

parties to this Agreement with each other. Contractor understands and agrees that as an independent contractor, it will not be eligible to participate in any benefits or privileges given or extended by the District to its employees. Contractor shall be solely responsible for the payment when due to appropriate taxing authorities of all federal and state income taxes and related obligations of any nature whatsoever on any consideration paid pursuant to this Agreement, as well as any interest, penalties or other sums due thereon and shall indemnify, and hold the District, its Board Members, Officers, employees and agents free and harmless therefrom.

**18. Non-Circumvention**

District agrees that during the term of this Agreement and for a period of twelve (12) months following the termination of this Agreement, District will not directly or indirectly contract with any subcontracted service provider or driver who has performed, or who has sought to perform, any subcontracted services under this Agreement for, or on behalf of, any subcontracted service provider or Contractor.

**19. Notices**

All notices or other communication required or permitted hereunder shall be in writing, and shall be personally delivered (including by means of professional messenger service) or sent by registered or certified mail, postage prepaid, return receipt requested, or by facsimile or email transmission followed by delivery of a “hard” copy, and shall be deemed received upon the date of receipt thereof.

To District:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

To Contractor:      Danielle Press, Chief Growth Officer  
                                 EverDriven Technologies, LLC.  
                                 5680 Greenwood Plaza Blvd., Suite 550S  
                                 Greenwood Village, CO 80111  
                                 Phone: 877-225-7750; Fax: 888-252-4342  
                                 Email: [contracts@everdriven.com](mailto:contracts@everdriven.com)

Notice of change of address shall be given by written notice in the manner detailed in this paragraph.

**20. Entire Agreement**

This Agreement, and its Attachments which are incorporated herein by this reference, constitutes the entire Agreement between the parties with respect to the provision of the Service and may not be amended except by a writing signed by each of the parties.

**21. Waivers**

The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of this Agreement.

**22. Attorney Fees**

In the event that either party brings an action against the other to enforce any condition or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorney fees in the judgment rendered in such action.

**23. Severability**

In the event any of the provisions, or portions, or portions thereof, of this Agreement is held to be unenforceable or invalid, by any court of competent jurisdiction, the validity and enforceability of the remaining provision or portion of it shall not be affected.

**24. Further Acts**

Each party shall perform any further acts and sign and deliver any further documents that are reasonably necessary to carry out the provisions of this Agreement.

**25. Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail, in either case with delivery confirmed. On such confirmed delivery, facsimile or PDF signatures shall be deemed to have the same force and effect as if the manually signed counterpart had been delivered to the other party in person.

**DISTRICT**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR**

By: Danielle Press

Title: Chief Growth Officer

Signed:

Date:

## ATTACHMENT 1 - Fees for Service

| Trip Items                                    | Fees               |
|-----------------------------------------------|--------------------|
| Trip Fee                                      | \$40.00            |
| Per Mile Fee                                  | \$2.75             |
| Minimum Trip Fee                              | \$48.00            |
| <b>Additional Fees (as needed/requested):</b> |                    |
| Camera Fee (per trip)                         | \$2.75             |
| Wheelchair Fee (per student)                  | \$45.00            |
| Car Seat/Safety Vest Fee (per student)        | \$5.00             |
| Wait Time Fee (per 15 min.)                   | \$60.00            |
| Monitor Fee (per hour, 2-hour minimum)        | \$35.00            |
| Ferry/Toll Fee                                | Market Fare        |
| No Show or Late Cancel                        | Full Price of Trip |

### Definitions:

**Trip:** A trip is defined as a one-way transportation event with a student or monitor continually on board.

The total number of trips a District is charged for is arrived at by adding together each one-way trip. The District will only be charged for miles incurred while a student or Monitor is onboard the vehicle. When no student or Monitor is onboard the vehicle, no mileage charges will be incurred.

**Additional Fees:** Additional fees are only incurred per the request of the District to provide additional services. They can include, but are not limited to:

- **Wheelchair Fee:** A per student/per trip fee for students requiring a wheelchair vehicle
- **Car Seat/Safety Vest Fee:** A per student/per trip fee for students requiring a car seat/safety vest
- **Wait Time Fee:** Only incurred when authorized by the District to wait for a student. Billed on an hourly basis in 15 minute increments.
- **Monitor Fee** Only incurred when the District requests that the Contractor provide a student Monitor for the trip. School Districts usually provide the student's Monitor. When the District provides the Monitor, they are not charged a "Monitor Fee." The mileage incurred while a Monitor (whether provided by the Contractor or

the District) is onboard the vehicle without a student (transporting the Monitor to and from their pick-up location) is considered part of the overall route mileage and will be billed accordingly.

- **Ferry/Toll Fee:** Fee only incurred when the District requests that the Contractor provide a trip that would require the driver to use a ferry or toll. Fares will be calculated per one-way trip. Fares that are incurred will be considered part of the overall route mileage and will be billed accordingly.

**1. Mileage Charges**

Mileage charges are based on driving distance calculations from a third party provider (e.g. Google, MapQuest, Bing, ESRI). The calculations are based on fastest route, and the total is rounded up to the next whole mile. Contractor shall be responsible for plotting the routes collectively, and individually using Contractor's proprietary School Dispatch Software.

Under no circumstances will the District be required to pay for mileage to a pick up or destination other than those authorized by the District.

**2. Fuel Surcharges**

When the average gasoline price exceeds \$5.00 per gallon, the mileage rate will be increased by calculating 50% of the price of gasoline that exceeds \$5.00 and adding it to the base mileage rate. Thus, if the price of gasoline, according to the gasoline price index, is \$5.20, the increase would be 50% of 20 cents, or 10 cents. The gasoline price index to be used shall be found under the category of "[Your Specific State or Region] U.S. Regular Gasoline Prices\* (dollars per gallon)" on the following website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm)

**3. Invoicing**

The invoice shall contain this level of detail and additionally will separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. The Contractor requires 24-hour notice to remove a student from the route.

**4. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor's School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time. Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 2 – The District agrees that the following policies shall be followed related to Student No-Shows and Late Canceled trips for trips serviced by the Contractor**

### **No-Shows & Late Cancells**

A No-Show occurs when no previous notice is provided to the Contractor by the District/guardian that a student will not be transported and a driver attempts to pick-up a student but the student is not there or is not ready. A Late Cancel occurs when less than 2-hour notice is provided to the Contractor by the District/guardian that a student will not need transportation.

Trips where a No-Show or Late Cancel occurs are billed at full trip charge.

#### **Protocols for No-Shows:**

If the driver attempts to pick-up a student on a scheduled trip in the AM but the student is not there or not ready, then the following scenarios apply:

- a. If an AM rider No-Show occurs, the District will be billed for the AM trip and the afternoon trip will remain scheduled unless the Contractor is notified by the parent or the District to cancel the trip.
- b. The District may set up a protocol to automatically cancel afternoon trips in the event of an AM Rider No-Show.
- c. If the afternoon trip is cancelled within 2 hours of the scheduled pick-up time, the District will not be billed for the afternoon trip.

### **No-Show Reports**

Each morning an email is sent from the Contractor's School Dispatch team to the District. This email is sent by 11 AM and alerts the District of the following circumstances:

- Which students were no-shows that morning
- How many consecutive days/trips they have been a no-show

The daily No-Show Report provides the District time to inform the Contractor's School Dispatch if one of the students on the No-Show Report is attending school that day and will still need a ride home in the PM.

The District is responsible for alerting the Contractor of any change requests based on the data provided in the No-Show Report, such as removing a student from a route due to multiple no-shows.

### **Student Removal / Student Cancellation:**

#### **Permanent Removal of Student from Route:**

Permanent removal of a student from a route requires District notification/approval

- The District sends an email stating that a student needs to be removed from a route until further notice.

#### Impact:

Once the student is removed from the route, the student's spot is now gone and may be replaced with a different student, if available, to consolidate routes. If the student was the only one on that route, the route will be removed entirely and the driver then becomes available to service other routes.

#### Billing:

Will only be affected if:

- Trip is above the minimum and there is a reduction in the mileage as a result of removing the student.
- The student was the only one on the route, therefore the route is cancelled.

#### Cancellations/Temporary Removal:

Cancellation of a student from a route requires District notification/approval.

- A student is sick one day or will be going on vacation for a few days.

#### Impact:

Because this is a temporary change, the student is not replaced on the route and their space on the route is reserved for their return.

#### Billing:

If the student is a single rider and the student is cancelled or temporarily removed, no charges will be assessed. When cancelling or temporarily removing the pick-up/drop-off for a student who is part of a multiple rider trip, the District will be charged the normal trip rate.

## **ATTACHMENT 3 – Multi-District Billing: An Explanation**

Should the District choose to share trips with a neighboring school district that is also under contract with EverDriven the shared trip will be prorated and billed according to the following explanation:

### **Proration of Trip Fees – EverDriven’s Three Step Process**

#### **1. Stand Alone District Trips:**

Each districts’ students are routed as stand-alone trips, district specific pricing is applied.

#### **2. Multi-District Trips**

All of the students from the participating districts are combined into the most cost-effective trips, yielding new “Multi-District trips” and subsequent trip costs.

#### **3. Proration of Costs for Multi-District Trips**

The total cost of the multi-district trips is then allocated to each district based upon the percentage of the districts stand-alone trip costs as compared to the multi-district trip costs.

#### **4. No Shows and Cancellations:**

For the purpose of all Multi-District Trips, No Shows and Cancellations are applied to each District invoice as if the student had boarded the vehicle on schedule even if District notifies EverDriven with advanced notice of cancellation.

#### **5. Invoicing**

The invoice shall separate the charges by route showing number of days and total cost. A No Show Report will also be provided with the invoice showing the students who were not transported each day of the billing period. In the event of a No Show, the trip will be billed at the normal rate. 24-hour notice is required to permanently remove a student from a route.

#### **6. When Routes Change or Students are Added or Removed**

When it becomes necessary to change a route for any reason, including adding or removing students, Contractor shall plot the revised or new route using Contractor’s School Dispatch Software as described above in the most efficient manner based on the information known to Contractor at that time.

Routes will be optimized from time to time as deemed necessary by Contractor or requested by the District. Routes will not be optimized more than once in a month. If the District adds a Student to be transported, that Student may be individually transported until routes are optimized.

## **ATTACHMENT 4 – The District requires the following from all Subcontracted Driver(s) working with the Contractor.**

As required by the District, prior to beginning services transporting students for the District, subcontracted drivers shall:

- Pass criminal history record checks, administered by third-party vendor, at both the county and national levels, confirming 7 years of recent history free of convicted felony offenses.
- Pass an official Department of Justice Sexual Offender Registry Check.
- Utilize identification badges during trip service.
- Obtain and maintain appropriate licensure for the state of operation and class of vehicle used for transportation efforts.

Consortium Consent Requirements are as follows:

- Contractor requires each subcontracted driver to enroll in a drug and alcohol consortium prior to servicing trips on behalf of Contractor.
- Contractor requires proof of entry into that consortium, with a consortium consent form, where the consortium and subcontracted driver both agree to provide Contractor with testing results and information for that subcontracted driver prior to servicing trips on behalf of Contractor.
- Contractor requires subcontracted drivers to provide proof of a negative pre-service drug and alcohol screening prior to servicing trips for Contractor, and will request proof of a post-accident/incident/reasonable suspicion drug and alcohol screening. The consortium will provide positive results from a random drug screening for subcontracted drivers, at which point Contractor will remove the subcontracted driver from servicing Contractor trips.

**ATTACHMENT 5 – The District requires the following DRIVER TRAINING modules for all Subcontracted Driver(s) working with the Contractor.**

As required by the District, prior to beginning services transporting students for the District:

Subcontracted drivers shall complete a CTAA-Certified Passenger Service and Safety (PASS) basic training program or equivalent. Subject areas include:

- Customer Service, Communication, Stress Management, and De-Escalation skills.
- Compliance with the Americans with Disabilities Act (ADA).
- Familiarity with Service Animals.
- Disability Awareness: Assisting the Visually Impaired; Hidden Disabilities; Stroke; Epilepsy and Seizure Disorders.
- Education pertaining to Bloodborne Pathogens (Hepatitis A, B, C; HIV, Dialysis).
- Securing Wheelchairs and acquaintance with common adaptive equipment, if the subcontracted driver services trips for EverDriven in a wheelchair accessible vehicle.
- Emergency and Evacuation Procedures.
- Driver/Passenger Sexual Improprieties.

**ATTACHMENT 6 – The District requires the following from all Vehicle(s) providing service through the Contractor.**

As required by the District, prior to beginning services transporting students for the District:

- Vehicles operated by subcontracted drivers will be maintained according to manufactured specifications with records, and/or inspection report(s) made available upon request.  
  
Contractor performs an annual 50+ point inspection of subcontractor vehicles to ensure the vehicle is SafeRide Certified.
- Vehicles operated by subcontracted drivers will be inspected annually by a certified 3<sup>rd</sup> party mechanic.
- Vehicles operated by subcontracted drivers will remain clean at all times during service.
- Vehicles operated by subcontracted drivers shall be marked with an EverDriven Window Decal
- Subcontractor vehicles must be appropriately registered in the state of operation and maintain active Personal Automobile Liability Insurance.

## **ATTACHMENT 7 – Camera System Implementation**

1. The following language shall be incorporated into this Agreement, effective upon District's written indication of camera implementation needs:

- a. **Definitions**

- i. "Authorized Requestor" – an individual at the District who's been given permission to submit data requests on behalf of the District and its students
    - ii. "Camera System" - Cameras (which may include road-facing, cab-facing and/or dual-facing dash cameras) and related system hardware and software
    - iii. "Camera System Data" – audio and video recording, and still images of drivers
    - iv. "Run Sheet" – Trip overview including the pick up address, drop off address, and pricing of the Trip, which will come to District in an email from Contractor's Routing Department
    - v. "Trip" – One way transportation requested by the District

- b. **Installation and Use of Cameras on Vehicles**

The requirement for vehicles to have cameras installed shall apply to all District trips requiring Camera System. Contractor agrees to install Camera Systems on vehicles for collection, monitoring, recording, transmission, storage, use and sharing with the District Camera System Data. Once the District submits a trip request to Contractor, the District shall receive a routed confirmation email from Contractor's Routing Department that will include the run sheet. Contractor shall undertake commercially reasonable efforts to complete the installation of the Camera System in the applicable Vehicle within fourteen (14) days of Contractor routing the trip request submitted by the District, and District receiving a run sheet from Contractor's Routing Department.

- c. **Camera Fees**

District shall be charged a Camera Fee (per Trip) that shall be applied as of the first Trip run with a Camera System installed in the vehicle. Fees for Service shall be outlined under Camera Fee, according to Attachment 1.

**d. Temporary Substitution of Vehicles**

Should a substitute vehicle be required for a Trip, Contractor will use best efforts to use a vehicle that has a Camera System installed to service the Trip. If a Camera System is not installed in the substitute vehicle servicing the Trip, the District shall not be charged a Camera Fee.

**e. Provision of Camera System Data**

Contractor shall use commercially reasonable efforts to provide requested Camera System Data that captures interior and exterior video footage in color, high resolution, and interior audio recording. To obtain Camera System Data, the District must request same from Contractor in writing within seven (7) days after the applicable recording date. Such written request by the District must

- i. Be made by the Authorized Requestor at the District, and
- ii. Include a specific date and time range for the Camera System Data requested in two-hour increments.

Contractor will use commercially reasonable efforts to provide the requested Camera System Data within two (2) business days after its receipt of a written request for same from the District. If the District requests Camera System Data more than 27 days after the applicable recording date, Contractor will not be able to retrieve the same requested. Once extracted, the Camera System Data will be made available for viewing through a secure link. The District shall only request Camera System Data solely through its designated authorized requestor(s) as detailed below. If Contractor is requested to provide Camera System Data by any other person, Contractor has no obligation to provide the same to the requestor. The District may change its authorized requestor(s) by providing written notice to Contractor.

Name of Authorized Requestor \_\_\_\_\_

Email of Authorized Requestor \_\_\_\_\_

Phone Number of Authorized Requestor \_\_\_\_\_

\*Additional Authorized Requestors can be added on the following page.

All Authorized Requestors must email [cameras@everdriven.com](mailto:cameras@everdriven.com) to request audio/video data.

**f. Required Parental/Guardian Consent**

By requesting Camera System Services from Contractor, the District represents and warrants that it has received the written consent from parents and/or guardians of every student that will be transported in Vehicles equipped with the Camera System consenting to the use of the Camera System and the collection, storage, processing, transmission, storage, disclosure and use of Camera System Data pertaining to the applicable student. The District shall indemnify and hold Contractor and its affiliates and service providers harmless from and against any claims, cause of action, loss, fine, penalty, liability, cost or expense (including attorney's fees and other legal expenses) incurred or suffered by Contractor or its affiliates or service providers as a result of a breach of the foregoing representations and warranties.

**g. Disclaimers; Limitations**

The District acknowledges and agrees that the Camera System is provided by a third party provider and Contractor makes no representations or warranties, and disclaims any implied warranties, including without limitation, any implied warranties of title, merchantability, fitness for a particular purpose, non-infringement with respect to the Camera System or Camera System Data. In no event shall Contractor be liable to the District or any third party for any claim, cause of action, loss, fine, penalty, liability, damages, cost or expense (including attorney's fees and other legal expenses) arising from or related to the installation, maintenance, use, operation, lack of operation or malfunctioning of the Camera Systems or the collection, storage, processing, transmission, disclosure or other use of any Camera Data (including personal data) related thereto.

**h. Removal of Camera System**

Any request to remove the Camera System from a Vehicle requires written notice from District to Contractor. Contractor shall undertake commercially reasonable

efforts to uninstall the Camera System from the applicable Vehicle(s) within fourteen (14) days from the date the written request from the District for removal is received by Contractor. The District shall be charged Camera System Fees until the Camera System is uninstalled.

**District Name:** Palisades School District

**To whom should contract notices be sent?**

Name & Title: Chris Berdnik / Business Administrator  
Address: 39 Thomas Free Drive.  
City: Kintnersville State: PA Zip: 18930  
Email: cberdnik@palisadessd.org

**Who should our accounting personnel contact regarding accounts payable matters?**

Name & Title: Dawn Milligan / Accounts Payable  
Email: dmilligan@palisadessd.org Phone: 610-847-5131 X 4003

**Who should our dispatchers contact regarding routine transportation matters?**

Name & Title: Colleen Gartland / Director of Fiscal Affairs  
Email: cgartland@palisadessd.org Phone: 610-847-5131 X4006

**Who should our dispatchers contact regarding emergencies, accidents or student behavior?**

Name & Title: Colleen Gartland / Director of Fiscal Affairs  
Email: cgartland@palisadessd.org Phone: 610-847-5131 x4006

**Who should our dispatchers contact regarding after-hours emergencies or accidents?**

Name & Title: Colleen Gartland / Director of Fiscal Affairs  
Email: cgartland@palisadessd.org Phone: 610 215-359-5508

**Who should we email the No-Show Report to each morning?**

Name & Title: Colleen Gartland / Director of Fiscal Affairs  
Email: cgartland@palisadessd.org

**Who should we email with EverDriven Technology Notices/Updates?**

Name & Title: Colleen Gartland / Director of Fiscal Affairs  
Email: cgartland@palisadessd.org

| Request # | Date of Request | Requester     | Affiliation            | Requested Info                                                                                                                                                                                                                                                                                                                          | 30 Day Extension                    | Deadline | Final Determination             | Legal Fees |
|-----------|-----------------|---------------|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|----------|---------------------------------|------------|
| 1         | 7/15/26         | Todd Shepherd | Broad and Liberty      | See addendum.                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> | 7/22/26  | Granted in part, denied in part |            |
| 2         | 7/16/26         | CT Mills      | Public Info Access LLC | Pursuant to the Pennsylvania Right-to-Know Law (RTKL) – 65 P.S. §§ 67.101 et seq, I respectfully request copies of any existing records showing district-issued direct work telephone numbers, direct dial lines, or work extensions for employees currently serving in the district's Central Office / District Administration Office. | <input type="checkbox"/>            | 7/23/26  | granted                         |            |
| 3         | 7/28/26         | Sam Crombie   |                        | The agency's current employee salary roster, covering all active employees and their current pay, including for each employee:<br><br>full name<br>job title or classification<br>base annual salary or hourly rate                                                                                                                     | <input type="checkbox"/>            | 8/4/26   | granted                         |            |
| 4         | 7/28/26         | Dan Burkhart  | PA Pipe Trades         | Sewage treatment plant upgrade certified payroll, inspection reports, and schedule of values.                                                                                                                                                                                                                                           | <input type="checkbox"/>            | 8/4/26   | granted                         |            |

|   |         |            |               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                          |        |         |  |
|---|---------|------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|---------|--|
| 5 | 7/31/26 | Abbas Khan | Civic IQ, Inc | <p>Pursuant to the Right-to-Know Law (RTKL) and the Sunshine Act, I request all purchase orders and/or payment records for non-person/vendor such as companies, organizations, and contractors from May 1st, 2025 to the present date.</p> <p>Examples of relevant reports/records may include: Check Registers, Procurement Reports, Standard PO detail Reports, Warrant/Claims Reports, and Purchase order history reports, among others.</p> <p>This request excludes payroll, employee reimbursements, stipends, and other personnel-related payments.</p> <p>If available, please include:</p> <ul style="list-style-type: none"> <li>· Vendor Name</li> <li>· Purchase Date</li> <li>· Description of Purchase</li> <li>· Quantity</li> <li>· Line item Amount</li> </ul> <p>We prefer the records in CSV or Excel/XLSX format because they are easier to work with. PDF would be less ideal, especially scanned PDFs, but we understand if that is the only format available.</p> | <input type="checkbox"/> | 8/7/26 | granted |  |
|---|---------|------------|---------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|--------|---------|--|

# Monthly Revenue Update



## July 2026

In August, the Independent Fiscal Office (IFO) will release monthly revenue projections for fiscal year (FY) 2026-27. Therefore, this update does not include comparisons to July estimates and only compares to revenues from July 2025. (Similar to IFO, the administration has not released monthly revenue estimates.) For July, collections totaled \$3.36 billion, an increase of \$322 million (+10.6%) over the prior year (see table). Revenue highlights include:

- Corporate net income tax revenues totaled \$200 million for the month and were \$59 million (+41.3%) above the prior year.
- July sales and use tax (SUT) collections of \$1.49 billion reflected a \$124 million (+9.1%) increase from last year. The strength in SUT collections was primarily due to non-motor (NMV) revenues, which totaled \$1.36 billion, \$116 million (+9.4%) higher than July 2025. Motor vehicle revenues of \$131 million were \$8 million (+6.2%) above the prior year.
- Relative to last year, July personal income tax (PIT) collections of \$1.33 billion were \$48 million (+3.8%) higher. The PIT gains were due to withholding revenues of \$1.22 billion, which increased \$54 million (+4.7%) from July 2025. Non-withholding revenues of \$111 million declined \$6 million (-5.1%) from last year.
- Inheritance tax collections of \$222 million continue to exhibit strength, increasing \$73 million (+49.1%) over July 2025.
- Gaming revenues of \$32 million for July were \$8 million (+35.8%) above the prior year. The gains were largely driven by sports wagering, likely related to the FIFA World Cup games.
- Nontax revenues (included in All Other) of \$40 million for July were \$8 million (+25.7%) higher than the prior year due to an increase in escheats (+\$20 million, +80.4%) which was partially offset by a decline in Treasury (-\$10 million, -28.4%) and licenses and fees (-\$3 million, -21.2%) collections.

### FY 2026-27 General Fund Comparison

|                       | July Collections |             |             |             | July YOY Change |              |              |
|-----------------------|------------------|-------------|-------------|-------------|-----------------|--------------|--------------|
|                       | 2026             | Estimate    | Variance    | Percent     | 2025            | Amount       | Percent      |
| <u>General Fund</u>   | <u>\$3,358</u>   | <u>n.a.</u> | <u>n.a.</u> | <u>n.a.</u> | <u>\$3,036</u>  | <u>\$322</u> | <u>10.6%</u> |
| Corporate Net Income  | 200              | n.a.        | n.a.        | n.a.        | 142             | 59           | 41.3         |
| SUT - Non-Motor       | 1,358            | n.a.        | n.a.        | n.a.        | 1,242           | 116          | 9.4          |
| SUT - Motor Vehicle   | 131              | n.a.        | n.a.        | n.a.        | 123             | 8            | 6.2          |
| PIT - Withholding     | 1,224            | n.a.        | n.a.        | n.a.        | 1,169           | 54           | 4.7          |
| PIT - Non-Withholding | 111              | n.a.        | n.a.        | n.a.        | 117             | -6           | -5.1         |
| All Other             | 334              | n.a.        | n.a.        | n.a.        | 243             | 91           | 37.5         |

|                       | Fiscal Year-to-Date Collections |             |             |             | Fiscal Year-to-Date YOY Change |              |              |
|-----------------------|---------------------------------|-------------|-------------|-------------|--------------------------------|--------------|--------------|
|                       | 2026                            | Estimate    | Variance    | Percent     | 2025                           | Amount       | Percent      |
| <u>General Fund</u>   | <u>\$3,358</u>                  | <u>n.a.</u> | <u>n.a.</u> | <u>n.a.</u> | <u>\$3,036</u>                 | <u>\$322</u> | <u>10.6%</u> |
| Corporate Net Income  | 200                             | n.a.        | n.a.        | n.a.        | 142                            | 59           | 41.3         |
| SUT - Non-Motor       | 1,358                           | n.a.        | n.a.        | n.a.        | 1,242                          | 116          | 9.4          |
| SUT - Motor Vehicle   | 131                             | n.a.        | n.a.        | n.a.        | 123                            | 8            | 6.2          |
| PIT - Withholding     | 1,224                           | n.a.        | n.a.        | n.a.        | 1,169                          | 54           | 4.7          |
| PIT - Non-Withholding | 111                             | n.a.        | n.a.        | n.a.        | 117                            | -6           | -5.1         |
| All Other             | 334                             | n.a.        | n.a.        | n.a.        | 243                            | 91           | 37.5         |

Note: Dollar amounts in millions. YOY is year-over-year.

# General Fund Revenues Summary

| Revenue Source              | Jul<br>2026 | Jul<br>2025 | FYTD<br>2026-27 | FYTD<br>2025-26 | Monthly<br>Growth | FYTD<br>Growth |
|-----------------------------|-------------|-------------|-----------------|-----------------|-------------------|----------------|
| Total General Fund          | \$3,358.1   | \$3,036.1   | \$3,358.1       | \$3,036.1       | 10.6%             | 10.6%          |
| Total Tax Revenue           | 3,317.9     | 3,004.1     | 3,317.9         | 3,004.1         | 10.4              | 10.4           |
| Total Corporation Taxes     | 204.9       | 146.9       | 204.9           | 146.9           | 39.5              | 39.5           |
| Corporate Net Income        | 200.2       | 141.7       | 200.2           | 141.7           | 41.3              | 41.3           |
| Gross Receipts              | 4.1         | 2.1         | 4.1             | 2.1             | 94.8              | 94.8           |
| Utility Property            | 0.2         | 0.3         | 0.2             | 0.3             | -28.5             | -28.5          |
| Insurance Premium           | (0.6)       | 0.3         | (0.6)           | 0.3             | -302.7            | -302.7         |
| Financial Institution       | 1.0         | 2.5         | 1.0             | 2.5             | -59.2             | -59.2          |
| Total Consumption Taxes     | 1,529.9     | 1,406.8     | 1,529.9         | 1,406.8         | 8.8               | 8.8            |
| Sales and Use - Total       | 1,488.6     | 1,364.8     | 1,488.6         | 1,364.8         | 9.1               | 9.1            |
| Non-Motor                   | 1,358.1     | 1,241.9     | 1,358.1         | 1,241.9         | 9.4               | 9.4            |
| Motor Vehicle               | 130.5       | 122.9       | 130.5           | 122.9           | 6.2               | 6.2            |
| Cigarette                   | (8.1)       | (6.9)       | (8.1)           | (6.9)           | -18.0             | -18.0          |
| Other Tobacco Products      | 11.6        | 11.1        | 11.6            | 11.1            | 4.2               | 4.2            |
| Malt Beverage               | 1.6         | 1.7         | 1.6             | 1.7             | -6.2              | -6.2           |
| Liquor                      | 36.3        | 36.1        | 36.3            | 36.1            | 0.6               | 0.6            |
| Total Other Taxes           | 1,583.1     | 1,450.4     | 1,583.1         | 1,450.4         | 9.1               | 9.1            |
| Personal Income - Total     | 1,334.9     | 1,286.4     | 1,334.9         | 1,286.4         | 3.8               | 3.8            |
| Withholding                 | 1,223.9     | 1,169.4     | 1,223.9         | 1,169.4         | 4.7               | 4.7            |
| Non-Withholding             | 111.0       | 117.0       | 111.0           | 117.0           | -5.1              | -5.1           |
| Realty Transfer             | (11.9)      | (13.5)      | (11.9)          | (13.5)          | 12.0              | 12.0           |
| Inheritance                 | 221.6       | 148.6       | 221.6           | 148.6           | 49.1              | 49.1           |
| Gaming                      | 31.8        | 23.4        | 31.8            | 23.4            | 35.8              | 35.8           |
| Minor and Repealed          | 6.6         | 5.4         | 6.6             | 5.4             | 21.3              | 21.3           |
| Total Non-Tax Revenue       | 40.2        | 32.0        | 40.2            | 32.0            | 25.7              | 25.7           |
| State Store Fund Transfers  | 0.0         | 0.0         | 0.0             | 0.0             | n.a.              | n.a.           |
| License, Fees & Misc.       | 33.2        | 24.3        | 33.2            | 24.3            | 36.8              | 36.8           |
| Licenses and Fees           | 11.5        | 14.6        | 11.5            | 14.6            | -21.2             | -21.2          |
| Miscellaneous               | 21.7        | 9.6         | 21.7            | 9.6             | 124.9             | 124.9          |
| Treasury                    | 24.0        | 33.6        | 24.0            | 33.6            | -28.4             | -28.4          |
| Escheats                    | (4.9)       | (25.0)      | (4.9)           | (25.0)          | 80.4              | 80.4           |
| Other Miscellaneous         | 2.5         | 1.1         | 2.5             | 1.1             | 139.3             | 139.3          |
| Fines, Penalties & Interest | 7.0         | 7.7         | 7.0             | 7.7             | -9.3              | -9.3           |

Note: Dollar amounts in millions. Growth rates computed from same time period in previous year and use unrounded amounts.