

PERKASIE BOROUGH COUNCIL

Agenda for Council Meeting of July 15, 2024

1. Meeting Convenes – Council Meeting Room – 7:00 PM
2. Invocation and Pledge of Allegiance
3. Attendance
4. Public Forum
5. Proclamation: National Night Out
6. President's Remarks
7. Approval of Minutes
 - A. Council, June 17, 2024
8. Correspondence and Reports
 - A. Mayor's Report
 - B. Taxes Collected
 - C. Budget Status
 - D. Engineer's Report
 - E. Planning Commission Report
 - F. Zoning Hearing Board Report
 - G. Police Report
 - H. Fire Department Report
9. Unfinished Business
10. New Business
 - A. Public Works Committee Items
 1. Superintendent's Report
 2. Discuss W. Blooming Glen Drive Traffic Calming Exhibit
 - B. Public Utility Committee Items
 1. Superintendent's Report
 2. Perkasie Wholesale Power Cost Monthly Report
 3. Consider Amending 2024 Budget for Meter Expenditure
 4. Consider Authorization to Order 2025 Electric Meters
 5. Consider AMP Cyber Security Agreement
 - C. Planning and Zoning Committee Items
 1. Code Enforcement Administrator's Report
 2. Consider Authorization to Advertise Ordinance Amending Chapter 101 of Code of Ordinances – Transient Retail Businesses
 - D. Park and Recreation Committee Items
 1. Park and Recreation Director Report
 2. Consider Use of Lenape Park After Dusk for Movie Night
 3. Consider Event Application – Morales Family
 4. Continued Discussion of Community Garden
 - E. Personnel and Policy Committee Items
 1. Consider Approval of Menlo Staff Changes
 2. Discuss Special Events Ordinance
 3. Discuss Non-Disclosure Agreement for Cyber Security Assistance
 - F. Finance Committee Items
 1. Payment of the Bills

2. Consider Resolution #2024-43 – 518 Lombard Street – Final Escrow Release
3. Consider Resolution #2024-44 – 617 W. Blooming Glen Dr. – Final Escrow Release
4. Consider Resolution #2024-45 – Third-Party Credit Card Processing
5. Consider Resolution #2024-46 – Nyce Minor Subdivision – Final Escrow Release
6. Consider Partnership with Perkasio Town Improvement Association – SEPTA Freight Car Mural Project
7. Consider Memorandum of Understanding – Perkasio Rotary
- G. Economic Development Committee Items
 1. Community Development Manager Report
- H. Public Safety Committee Items
- I. Historical Committee Items
 1. Consider Rejection of Bids – Bid #2023-03 – Perkasio Borough Covered Timber Bridge Project
11. Other New Business
12. Report from Youth Councilor
13. Public Forum
14. Press Forum
15. Executive Session
16. Adjournment

Next Meeting: August 5, 2024 – 7:00 PM

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

As of the October 3, 2022 meeting, Perkasio Borough Council meeting packets are now available on our website at www.perkasieborough.org.

PROCLAMATION

National Night Out

WHEREAS, the National Association of Town Watch (NATW) sponsors a national community-building campaign on Tuesday, August 6, 2024, entitled “National Night Out”; and

WHEREAS, the National Night Out campaign provides an opportunity for neighbors in your city to join over 38 million neighbors across 18 thousand communities from all 50 states, U.S. territories, and military bases worldwide; and

WHEREAS, National Night Out is an annual community-building campaign that promotes strong police-community partnerships and neighborhood camaraderie to make our neighborhoods safer, more caring places to live and work; and

WHEREAS, neighbors in Perkasio Borough assist the local law enforcement agency through joint community-building efforts and support National Night Out 2024; and

WHEREAS, all neighbors of Perkasio Borough must come together with police and work together to build a safer, more caring community; and

NOW, THEREFORE we do hereby call upon all neighbors of Perkasio Borough to join Perkasio Borough Police and National Association of Town Watch in support of National Night Out on Tuesday, August 6, 2024.

FURTHER, LET IT BE RESOLVED THAT we do hereby proclaim Tuesday, August 6, 2024, as “National Night Out” in Perkasio Borough.

Mayor Jeff Hollenbach
July 15, 2024

**MINUTES OF PERKASIE BOROUGH
COUNCIL MEETING
JUNE 17, 2024**

620 West Chestnut Street
Perkasie, Pennsylvania

ATTENDANCE:

Council Members:

Scott Bomboy
Chuck Brooks
Kelly Laustsen
Steve Rose
Jim Ryder
Robin Schilling (absent)
Jeremy Wano
Dave Weaver
Dave Worthington
Logan Wilcox
Jeff Hollenbach
Andrea L. Coaxum
Linda Reid (absent)
Rebecca Deemer
Lauren Moll (absent)
Robert Schurr
Harold Stone (absent)
Jeff Tulone (absent)
Jeffrey Garton, Esq.
Douglas Rossino, P.E.

Youth Councilor:

Mayor:

Borough Manager:

Assistant Borough Manager:

Finance Director:

Parks and Recreation Director:

Police Chief:

Electric Superintendent:

Public Works Director:

Borough Solicitor:

Borough Engineer:

Council President Jim Ryder convened the meeting at 7:00 PM. Mayor Hollenbach gave an invocation, which was followed by the Pledge of Allegiance.

SWEARING IN OF NEW PATROL OFFICERS

Mayor Hollenbach swore Officer Mark Compas and Officer Justin Nyce in as new patrol officers for the Borough.

PROCLAMATION: PARKS AND RECREATION MONTH

Mayor Hollenbach read a Proclamation establishing July as Parks and Recreation Month in the Borough.

PUBLIC FORUM

Nothing at this time.

PRESIDENT'S REMARKS

Council President Jim Ryder shared some remarks on the unveiling of the National Register of Historic Places Plaque that took place on Saturday at the Historical Society, adding that it was a great event.

APPROVAL OF MINUTES

Upon a motion by Rose, seconded by Weaver, Council unanimously approved the minutes from the Council meeting on May 20, 2024 and the Committee meeting on June 3, 2024.

CORRESPONDENCE AND REPORTS

Mayor's Report

Mayor Hollenbach recognized the Historical Society and the wonderful event that took place there on Saturday, and also encouraged the Council and staff to participate in the cornhole tournament at Community Day on July 7th.

Taxes Collected

Upon a motion by Rose, seconded by Wano, Council unanimously accepted the report of taxes collected for the month of May, 2024.

Budget Status

The Finance Director informed Council that the Borough received a large portion of real estate taxes in May, and that 73% of the pool memberships anticipated for 2024 were purchased before the pool opened on Memorial Day weekend. Ms. Deemer also gave an update on the trash and electric revenues, adding that all budget funds are healthy and it is expected that the Borough will hit the targets for what was budgeted for 2024.

Upon a motion by Worthington, seconded by Laustsen, Council unanimously accepted the budget status report for the month of May, 2024.

Engineer's Report

The Engineer informed Council that the developer for the Hidden Meadows development is working on addressing the 18-month maintenance inspection items, and will wait until the fall to replace the landscaping. He also reported that the pre-construction meeting was held for the 2024 Road Program, and the work should start soon for the 2024 Concrete Program.

Upon a motion by Weaver, seconded by Rose, Council unanimously accepted the Engineer's monthly report for the month of April, 2024.

Planning Commission Report

The Planning Commission will not meet in June.

Zoning Hearing Board Report

Council reviewed two applications that the Zoning Hearing Board will review at their June meeting.

Police Report

Chief Schurr thanked Council for swearing in the new officers and also thanked the Mayor, Borough Manager and the Civil Service Commission for all of their work on the hiring process for the officers. The Chief also introduced Christopher Doheny, the new Civilian Community Relations Specialist

Chief Schurr reported that the Police Department had their Accreditation Assessment on May 21st and 22nd, and the State will vote on accreditations on July 23rd. The Chief also thanked the Solicitor for all of his work on policy review for the Department. The Borough Manager gave an update on the quarterly meetings with Grand View Health EMS representatives, the Police Chief and members of the Public Safety Committee.

Upon a motion by Rose, seconded by Weaver, Council unanimously accepted the Police Department report for the month of May, 2024.

Fire Department Report

Chief Trotter reminded everyone about the upcoming Fire Company Carnival from June 25th through June 29th, adding that it is the biggest fundraiser for the Fire Company and the volunteers will be putting in a lot of hours there that week. The monies raised from this year's carnival will help with some recent expensive repair costs for Engine 76 and the Rescue vehicle. Council reviewed the Fire Department reports for the month of May, 2024.

PUBLIC WORKS COMMITTEE

Review of Superintendent's Report

The Committee reviewed and accepted the Public Works Superintendent's report for May, 2024.

PUBLIC UTILITY COMMITTEE

Review of Superintendent's Report

The Committee reviewed and accepted the Electric Superintendent's report for May, 2024.

PLANNING AND ZONING COMMITTEE

Code Enforcement Administrator Report

The Committee reviewed and accepted the Code Enforcement Administrator's monthly report for May, 2024.

Consider Resolution #2024-36 – Amended Final Land Development Plans – 8th Street Commons

Upon a motion by Weaver, seconded by Rose, Council unanimously approved Resolution #2024-36, a resolution of the Borough Council in and for the Borough of Perkasie, Bucks County, Commonwealth of Pennsylvania, approving the amended Final Land Development/Subdivision Plan submitted by EF Moser Developers, Inc. for the 8th Street Commons project.

Consider Resolution #2024-37 – Amended Final Land Development Plans – Green Ridge Estates East

Upon a motion by Bomboy, seconded by Laustsen, Council unanimously approved Resolution #2024-37, a resolution of the Borough Council in and for the Borough of Perkasie, Bucks County, Commonwealth of Pennsylvania, approving the amended final subdivision/land development plan for the Green Ridge Estates-East project.

PARKS AND RECREATION COMMITTEE

Parks and Recreation Director Report

The Committee reviewed and accepted the Parks and Recreation Director's report for the month of May, 2024.

Update on Lenape Park Skate Park

Councilman Worthington recognized the members of the Park & Recreation Board and Skate Park Sub Committee who were in attendance at the meeting and invited them up to make a presentation to Council as to where the Borough stands with the Skate Park.

Joel Nieto from the Park & Recreation Board and Skate Park Sub Committee reported that the Skate Park Sub Committee has been communicating regularly with the Park & Recreation Board over the last several months to share ideas on how to improve and better utilize the Lenape Park Skate Park. Mr. Nieto talked about recent improvements to the Skate Park including new asphalt and the new mini half pipe, and the unique feature that the mini half pipe now has called a single coping spine, which was engineered specifically for Perkasie Borough and not seen in other skate parks in Bucks County. Mr. Nieto also spoke to Council about the discussions that the Skate Park Sub Committee has had over the last few months about renaming the Skate Park to help revitalize the park and give it a stronger sense of identity, adding that the Committee has unanimously agreed upon naming it The Spine at Lenape Park, signifying that this park will be the backbone of the skate community here in the Borough. The concept was reviewed by the Park & Recreation Board and they are in full support of the name change as well.

Kathy Rocchetti, the Chair of the Park & Recreation Board, reported that the group received a lot of great suggestions for the name, and one of the things that was very important was tying in the whole community and bringing some history into the Skate Park. Mr. Nieto then talked about how the Sub Committee has discussed different ideas for graphic design, including the potential to tie the Twin Bridges into the shape of The Spine and also incorporate Borough history with the Skate Park to give the Borough residents a sense of pride about the Skate Park and its ties to the historical significance of our community.

Mayor Hollenbach and Council President Ryder expressed their appreciation to both the Skate Park Sub Committee and the Parks & Recreation Board for their persistence and all of their efforts on this project.

Perkasie Lions Sponsorship of Kulp Wading Pool

Dale Haring came before Council on behalf of the Perkasie Lions and gave a history of the Kulp Wading Pool, which was built by the Lions in 1948. Mr. Haring informed Council that the Lions met last week and decided that they did not want to see anyone pay fees to use Kulp Wading Pool, so they voted to give a sponsorship of \$1,000.00 to Perkasie Borough for Kulp Wading Pool, to allow the community to use it free of charge. Mr. Haring added that this sponsorship will be on the Lions Club budget every year, so the Borough can count on that \$1,000.00 every year for Kulp Wading Pool. Council President thanked Mr. Haring for the Lions' very generous donation.

Consider Event Application – Grow a Pair 5K

Upon a motion by Bomboy, seconded by Wano, Council unanimously approved the use of Kulp Park for the Grow a Pair 5K on Wednesday, August 21, 2024 at 6:00 pm.

Consider Reservation Request – Troop 1 End of Year Party

Upon a motion by Laustsen, seconded by Rose, Council unanimously approved the reservation request from Troop 1 Sellersville to use the Lenape Park Skate Park pavilion for their Troop End of the Year Party on August 26, 2024.

Accept Resignation of Parks & Recreation Board Member

Upon a motion by Worthington, seconded by Rose, Council unanimously accepted the resignation of Bethany Schwendy from the Parks & Recreation Board.

Discuss Perkasie Community Garden Lease

Council President Ryder informed Council that the family who owns the property where the Community Garden is located is looking to either sell or lease the parcel to the Borough. The Borough Manager commented how gracious the Kratz family has been to allow the Borough community members to use the land for the Community Garden for the last 20 years. Ms. Coaxum added that the Borough is very grateful to the Kratz family and stated that the garden plots come close to selling out every year. The family is hoping to have lease rates and purchase information to the Borough soon for consideration. Ms. Coaxum reported that the Park & Recreation Board has discussed this at their last 2 meetings and the Board has decided that it would be nice to keep this parcel in the community going forward. She added that no action is needed at this time, and stated that staff is simply looking for Council's feedback or any questions they may have.

Councilman Bomboy asked what the fair market value is for the parcel, and Council President Ryder reported that a general assessment of the property is approximately \$90,000-100,000. Councilman Worthington stated that it was the opinion of the Park & Recreation Board that there is not a lot of open or park-related space in the north end of the Borough and that this would be a good location for a passive recreation park in the future as it continues to be a community garden.

Councilman Bomboy also suggested that the Borough could look at potential sponsorship opportunities to help offset the costs. Councilman Weaver asked if there are currently any fees for the garden plots, and Ms. Coaxum stated that there is a nominal fee of approximately \$25.00 which is used as a deposit on the key to use the water, and partially returned to the person who purchases the plot once the key is returned.

PERSONNEL AND POLICY COMMITTEE

There was no business to come before the Personnel and Policy Committee.

FINANCE COMMITTEE

Authorization to Pay Bills

Upon a motion by Rose, seconded by Weaver, Council unanimously authorized payment of the bills as presented.

Consider Resolution #2024-38 – Professional Services Agreement – Barry Isett & Associates, Inc. – Third-Party Building Inspection & Related Services

Upon a motion by Worthington, seconded by Weaver, Council unanimously approved Resolution #2024-38, a resolution of the Council of the Borough of Perkasio approving the professional services contract with Barry Isett & Associates, Inc. for third-party building inspection and related services, and authorized the Borough Manager and/or the Perkasio Borough Council President to execute the contract on behalf of the Borough of Perkasio.

Consider Resolution #2024-39 – Updated Fee Schedule for 2024

Upon a motion by Wano, seconded by Rose, Council unanimously approved Resolution #2024-39, the updated fee schedule for 2024.

Consider Resolution #2024-40 – Pennridge Airport Project, Phase I – Inspection Escrow Reduction

Upon a motion by Bomboy, seconded by Worthington, Council unanimously approved Resolution #2024-40, a resolution of the Perkasio Borough Council authorizing the reduction in the inspection escrow for the Pennridge Airport Project, Phase I, in the amount of \$8,000.00 to reduce the total inspection escrow to \$2,000.00, and authorized the signature of the Borough Manager on the inspection escrow reduction.

Consider Resolution #2024-41 – Perry Mill Escrow Release #9

Upon a motion by Laustsen, seconded by Rose, Council unanimously approved Resolution #2024-41, a resolution of the Perkasio Borough Council authorizing a reduction in the escrow for the Perry Mill Project (AKA 8th Street Commons Rowhomes) as approved by Gilmore & Associates, Inc., in the amount of \$75,758.63 to reduce the total escrow to \$321,583.30, and authorized the signature of the Borough Manager on the escrow reduction.

Consider Resolution #2024-42 – Return of Professional Services Escrow – 50 South 7th Street

Upon a motion by Weaver, seconded by Laustsen, Council unanimously approved Resolution #2024-42, a resolution of the Perkasie Borough Council authorizing the return of the professional services escrow in the amount of \$1,692.03 for the 50th South 7th Street Land Development Project and authorized the Borough Manager to release the professional services escrow to the applicant.

Consider Request for Waiver of Fees – PAC Awards Ceremony & Splash Party

Upon a motion by Worthington, seconded by Wano, Council unanimously approved the waiver of fees for the Pennridge Aquatic Club's Annual Awards & Splash Party at Menlo Aquatics Center on Saturday, July 27, 2024.

ECONOMIC DEVELOPMENT COMMITTEE

Community Development Manager Report

The Committee reviewed and accepted the Community Development Manager's report dated June 7, 2024.

PUBLIC SAFETY COMMITTEE

Consider Request for Fire Police Assistance – Central Bucks Regional Police Department

Upon a motion by Bomboy, seconded by Worthington, Council unanimously approved the request for Fire Police assistance from Central Bucks Regional Police Department for the annual Tri-Municipal Parade on Thursday, July 4, 2024.

Consider Request for Fire Police Assistance – Chalfont Fire Police

Upon a motion by Laustsen, seconded by Rose, Council unanimously and retroactively approved the fire police assistance that was provided at the celebration of life for Joe Kay on Saturday, June 8, 2024.

HISTORICAL COMMITTEE

Councilman Bomboy shared comments on the Historical Register Plaque presentation to the Historical Society on Saturday, June 15, 2024.

OTHER NEW BUSINESS

Nothing at this time.

REPORT FROM YOUTH COUNCILOR

Youth Councilor Logan Wilcox gave a breakdown from this year's graduating class as to what percentages will attend a two-year or four-year college, join the workforce or enlist in the armed forces. He also reported that more than \$2.7 million was awarded in scholarships. In addition, he informed Council that all Pennridge schools passed their safety inspections, with the exception of two sinks that failed their lead test, which have since been replaced.

PUBLIC FORUM

Nothing at this time.

PRESS FORUM

Nothing at this time.

ADJOURNMENT

The meeting adjourned at 7:55 PM.

Andrea L. Coaxum
Borough Manager/Secretary

Selecting on ACCT from 301 to 310

ACCOUNT DESCRIPTION	ESTIMATED REVENUE	YEAR-TO-DATE REVENUE	ACTUAL YTD % REALIZED
01.301.100			
Real Estate Taxes- Current Year's	445,038.00	413,508.65	92.92
01.301.200			
Real Estate Taxes - Prior Year's Le	2,000.00	1,049.76	52.49
01.301.300			
Real Estate Taxes - Delinquent	2,500.00	1,895.32	75.81
01.301.600			
Real Estate Taxes - Interim	3,500.00	368.59	10.53
01.310.100			
Real Estate Transfer Tax	250,000.00	104,751.26	41.90
01.310.200			
Earned Income Tax	1,955,000.00	790,760.71	40.45
01.310.500			
Local Services Tax	110,000.00	42,634.68	38.76
01.310.700			
Mechanical Device Fee	500.00	370.00	74.00
Total for Fund:	2,768,538.00	1,355,338.97	48.96
01 (General Fund)			
14.301.100			
Real Estate Taxes - Current Year's	140,538.00	130,583.46	92.92
14.301.200			
Real Estate Taxes - Prior Year's Le	300.00	331.56	110.52
14.301.300			
Real Estate Taxes- Delinquent		598.64	
14.301.600			
Real Estate Taxes - Interim		116.39	
Total for Fund:	140,838.00	131,630.05	93.46
14 (Fire Tax Protection Fund)			
15.301.100			
Real Estate Taxes - Current Year's	281,076.00	261,162.65	92.92
15.301.200			
Real Estate Taxes - Prior Year's Levy		726.98	
15.301.300			
Real Estate Taxes- Delinquent		739.32	
15.301.600			
Real Estate Taxes - Interim		232.77	
Total for Fund:	281,076.00	262,861.72	93.52
15 (Road Improvements Fund)			
Report Totals	3,190,452.00	1,749,830.74	54.85

**BUCKS COUNTY RECORDER OF DEEDS
LOCAL REALTY TRANSFER TAX DISTRIBUTION - DETAIL
FOR THE PERIOD FROM JUNE 1, 2024 TO JUNE 30, 2024**

PERKASIE BOROUGH							
Account Description Direct / Indirect Party Name	Inst Type	Ref Num	Inst Number	Date Rec	Tax Basis	Fee ID	Tax Collected
TO:							
PERKASIE BOROUGH P.O. BOX 96 PERKASIE, PA 18944-0096							
PERKASIE BOROUGH							
POLITANA, LUIZA DA PAZ GONCLAVES CAMP, KEITH	DEED	1381790	2024022084	06/05/2024	475000.00	MTAX	2,375.00
PARCEL IDENTIFICATION NUMBER 33-009-005--073-							
GRIFFO, CATHY HELLER, RAYMOND W JR	DEED	1382034	2024022354	06/06/2024	485000.00	MTAX	2,425.00
PARCEL IDENTIFICATION NUMBER 33-005-525--001-							
CLARK, AMY L PIRELA, SARAH	DEED	1382066	2024022390	06/06/2024	433000.00	MTAX	2,165.00
PARCEL IDENTIFICATION NUMBER 33-011-083--							
KOCH, WARREN L MCFADDEN, RILEY	DEED	1382336	2024022718	06/10/2024	350000.00	MTAX	1,750.00
PARCEL IDENTIFICATION NUMBER 33-005-067--							
LEWIS, CAROLYN B NESGODA, MICHAEL JOSEPH III	DEED	1382710	2024023164	06/12/2024	455000.00	MTAX	2,275.00
PARCEL IDENTIFICATION NUMBER 33-009-005--113-							
JEFFERSON, ROBERT L BEDILLION, KIMBERLY ANN	DEED	1382717	2024023176	06/12/2024	270000.00	MTAX	1,350.00
PARCEL IDENTIFICATION NUMBER 33-005-239--							
W S PINE & CO LLC 420 WEST CHESTNUT STREET LLC	DEED	1383445	2024023983	06/18/2024	937000.00	MTAX	4,685.00
PARCEL IDENTIFICATION NUMBER 33-005-191--							
EQUITY TRUST COMPANY CUSTODIAN WORTHINGTON, JILL A	DEED	1383999	2024024605	06/21/2024	435000.00	MTAX	2,175.00
PARCEL IDENTIFICATION NUMBER 33-007-044--							
PERKASIE BOROUGH TOTAL							19,200.00
PERKASIE BOROUGH TOTAL							19,200.00
COMMISSION ON COLLECTIONS							384.00
DISTRIBUTION							18,816.00

**BUCKS COUNTY RECORDER OF DEEDS
LOCAL REALTY TRANSFER TAX DISTRIBUTION - DETAIL
FOR THE PERIOD FROM JUNE 1, 2024 TO JUNE 30, 2024**

REPORT TOTALS							
Account Description	Inst Type	Ref Num	Inst Number	Date Rec	Tax Basis	Fee ID	Tax Collected
Direct / Indirect Party Name							
REPORT TOTAL					TOTAL COLLECTIONS		19,200.00
					COMMISSION ON COLLECTIONS		384.00
					TOTAL DISTRIBUTION		18,816.00

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE

For Period Ending 6/30/2024

	<u>Annual Budget</u>	<u>Current Period</u>	<u>Year To Date</u>	<u>Budget Remaining</u>	<u>% Used</u>	<u>Prior Year To Date</u>
GRAND TOTAL - REVENUE	\$ 21,691,614	\$ 1,649,996	\$ 10,636,427	\$ 11,055,187	49%	\$ 10,543,464
GRAND TOTAL - EXPENSE	\$ 21,495,664	\$ 1,996,429	\$ 9,586,484	\$ 11,909,180	45%	\$ 9,133,237
GRAND TOTAL - NET REVENUE OVER / (UNDER) EXPENSE			\$ 1,049,942			\$ 1,410,227

Date: 07/05/2024

Time: 11:19:02AM

Statement of Revenues & Expenditures

User: HEATHE

Page: 1

BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.301.100	Real Estate Taxes- Current Ye	445,038.00		413,508.65	92.92	31,529.35	414,633.78
01.301.200	Real Estate Taxes - Prior Year	2,000.00		1,049.76	52.49	950.24	1,177.42
01.301.300	Real Estate Taxes - Delinquen	2,500.00	136.92	1,895.32	75.81	604.68	216.40
01.301.600	Real Estate Taxes - Interim	3,500.00		368.59	10.53	3,131.41	1,424.13
01.310.100	Real Estate Transfer Tax	250,000.00	19,916.66	104,751.26	41.90	145,248.74	132,903.84
01.310.200	Earned Income Tax	1,955,000.00	172,591.70	790,760.71	40.45	1,164,239.29	988,089.77
01.310.500	Local Services Tax	110,000.00	250.37	42,634.68	38.76	67,365.32	48,008.83
01.310.700	Mechanical Device Fee	500.00		370.00	74.00	130.00	255.00
01.321.610	Solicitation Permits	7,000.00	175.00	1,625.00	23.21	5,375.00	4,875.00
01.321.611	Event Program Revenue			50.00		50.00-	
01.321.800	Cable Television Franchise Fe	170,000.00		35,392.23	20.82	134,607.77	77,063.85
01.322.600	Cut Fees	6,000.00	175.00	350.00	5.83	5,650.00	3,675.00
01.331.100	District Court	11,000.00	194.28	1,916.06	17.42	9,083.94	5,157.48
01.331.110	Vehicle - Parking Violations	750.00	80.00	560.00	74.67	190.00	500.00
01.331.130	State Police Fines	5,000.00	1,739.44	1,739.44	34.79	3,260.56	1,491.60
01.331.300	County Fines	9,000.00	1,107.10	2,774.14	30.82	6,225.86	2,100.04
01.332.100	Restitution	1,000.00	120.00	650.00	65.00	350.00	693.75
01.341.100	Interest Earnings	40,000.00	3,157.85	18,679.00	46.70	21,321.00	23,737.78
01.342.100	Rent of Borough Hall Offices	67,018.00	9,447.57	37,272.57	55.62	29,745.43	14,020.50
01.342.200	Menlo House Rent	12,300.00	1,025.00	6,150.00	50.00	6,150.00	6,150.00
01.342.300	Parking Lot Rental	4,800.00		4,800.00	100.00	0.00	4,800.00
01.342.530	Cell Tower Revenue	73,000.00	2,459.93	33,534.56	45.94	39,465.44	39,920.64
01.342.560	Electric Department Service Cr	130,000.00	32,500.00	65,000.00	50.00	65,000.00	65,000.00
01.342.570	Real Estate Tax Reimburseme	3,100.00				3,100.00	
01.342.580	Live Scan Reimbursements - C	30,000.00		29,299.79	97.67	700.21	24,600.34
01.342.590	Worker's Comp Reimbursemer	8,000.00		8,128.65	101.61	128.65-	
01.351.120	FEMA-Emerq Disaster Relief			1,082.03		1,082.03-	
01.354.022	Cybersecurity Technology Awa			50,000.00		50,000.00-	
01.355.010	Public Utility Realty Tax	2,200.00				2,200.00	
01.355.040	Alcoholic Beverages Licenses	800.00		1,000.00	125.00	200.00-	1,000.00
01.355.050	Gen Muni Pension State Aid- N	67,628.00				67,628.00	
01.355.051	Gen Muni Pension State Aid- L	202,032.00				202,032.00	
01.355.070	Foreign Fire Insurance Premiu	60,000.00				60,000.00	
01.359.100	BCHA Payment in Lieu of Ta	32,710.00	16,355.00	16,355.00	50.00	16,355.00	32,710.00
01.361.200	Escrow Admin. Fees	6,000.00	463.79	1,462.14	24.37	4,537.86	3,342.49
01.361.300	Subdivision and Land Developr	5,000.00		500.00	10.00	4,500.00	2,755.05
01.361.330	Zoning Permits	8,000.00	362.50	6,036.30	75.45	1,963.70	3,330.50
01.361.340	Zoning Hearing Fees	7,000.00	1,500.00	3,700.00	52.86	3,300.00	2,000.00
01.361.500	Sale of Maps and Publications	200.00	5.00	156.20	78.10	43.80	153.65
01.361.800	Deed Registrations	750.00	20.00	220.00	29.33	530.00	370.00
01.362.100	Contracted Police Services - S	1,376,520.00	114,710.00	688,260.00	50.00	688,260.00	686,502.00
01.362.110	Police Reports	3,000.00	421.00	1,026.00	34.20	1,974.00	1,226.25
01.362.120	Police Overtime Reimburseme	3,000.00		704.40	23.48	2,295.60	485.42
01.362.130	K-9 Contributions	150.00		10,000.00	6,666.67	9,850.00-	
01.362.135	Police Contributions-Other	500.00		500.00	100.00	0.00	250.00
01.362.140	School Crossing Guards - Pen	32,000.00				32,000.00	

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.362.400	UCC Fees	850.00	103.50	499.50	58.76	350.50	333.00
01.362.410	Building Permits	80,000.00	20,059.27	55,575.67	69.47	24,424.33	36,118.16
01.363.510	Contracted Snow Removal for I	10,237.00				10,237.00	
01.367.140	Pavilion Rental Fees	5,000.00	450.00	4,650.00	93.00	350.00	3,476.00
01.367.150	Field Usage Fees	800.00	248.00	448.00	56.00	352.00	552.00
01.367.160	Amphitheater Rental & Sponso					0.00	7,200.00
01.367.170	Recreation Sponsor Program	1,200.00				1,200.00	
01.367.200	Recreation Program Fees	45,000.00	5,787.00	38,674.00	85.94	6,326.00	27,784.00
01.367.201	Special Events Revenue	47,500.00	3,330.00	37,579.25	79.11	9,920.75	25,001.00
01.367.202	Lucky Ducky Derby Revenue	600.00				600.00	
01.367.203	Basketball League - Youth	7,150.00	2,145.00	2,145.00	30.00	5,005.00	4,900.00
01.367.206	Yard Sale Space Sales	200.00		90.00	45.00	110.00	110.00
01.367.207	Basketball League - Adult	9,300.00	1,860.00	5,572.00	59.91	3,728.00	8,100.00
01.367.300	Amusement Park/Ski Tickets	1,000.00				1,000.00	
01.367.500	Flags-Memorial & Other	1,500.00				1,500.00	700.00
01.367.550	Dog Park			30.00		30.00-	250.00
01.367.560	Military Banner Donations					0.00	750.00
01.387.000	Donations	500.00				500.00	2,000.00
01.388.000	Police - Miscellaneous Revenu		750.00	3,529.00		3,529.00-	30,343.71
01.389.100	Miscellaneous Revenue	1,000.00	0.75	399.87	39.99	600.13	170.97
01.390.300	Insurance-(RSF) Credits & Div	100,000.00	2,934.15	26,516.53	26.52	73,483.47	23,860.12
01.391.200	Insurance Reimbursement			489.00		489.00-	25,602.84
01.392.070	Transfer from Electric Fund	2,105,000.00	175,417.00	1,052,502.00	50.00	1,052,498.00	1,027,500.00
01.395.000	Refunds of Prior Years' Expen	1,000.00	1,302.92	1,302.92	130.29	302.92-	202.50
01.399.000	Fund Balance - Use in Current	119,547.00				119,547.00	
Total Revenues		7,691,380.00	593,301.70	3,614,265.22	46.99	4,077,114.78	3,819,574.81
01.400.105	Council Salaries	22,500.00	1,874.97	11,249.82	50.00	11,250.18	11,145.66
01.400.192	FICA	1,721.00	143.46	860.76	50.02	860.24	852.79
01.400.420	Dues, Subscriptions & Member	250.00		163.20	65.28	86.80	100.00
01.400.460	Meetings & Conferences	1,000.00	759.48	1,902.54	190.25	902.54-	
01.401.105	Mayor's Salary	2,500.00	208.33	1,249.98	50.00	1,250.02	1,249.98
01.401.110	Manager Salary	151,200.00	11,538.46	76,161.57	50.37	75,038.43	73,669.37
01.401.112	Manager Support Salary	33,958.00	1,758.80	12,218.06	35.98	21,739.94	9,329.89
01.401.192	FICA	14,356.00	1,035.15	6,859.06	47.78	7,496.94	6,453.94
01.401.196	Health Insurance Premiums	34,270.00	3,169.03	16,959.73	49.49	17,310.27	18,683.57
01.401.198	Life, AD&D, & LTD Premiums	1,238.00	76.70	460.20	37.17	777.80	460.20
01.401.199	Dental & Vision Premiums	2,974.00	241.20	1,447.20	48.66	1,526.80	1,662.30
01.401.324	Telephone/Technology Allow	3,000.00	250.00	1,500.00	50.00	1,500.00	1,500.00
01.401.353	Insurance Surety & Fidelity	1,619.00		1,250.00	77.21	369.00	1,250.00
01.401.420	Dues, Subscriptions & Member	3,000.00		2,738.00	91.27	262.00	2,540.50
01.401.460	Meetings and Conferences	1,000.00		520.00-	-52.00	1,520.00	85.45
01.402.110	Finance Director Salary	109,803.00	8,446.38	54,872.92	49.97	54,930.08	53,021.31
01.402.112	Finance Staff Salaries	89,198.00	7,836.64	47,924.77	53.73	41,273.23	43,695.35
01.402.192	FICA	15,224.00	1,235.99	7,800.60	51.24	7,423.40	7,529.37
01.402.196	Health Insurance Premiums	46,300.00	2,547.39	15,276.86	33.00	31,023.14	11,459.09
01.402.198	Life, AD&D & LTD Premiums	1,385.00	100.12	600.72	43.37	784.28	680.76

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.402.199	Dental and Vision Premiums	5,711.00	406.75	2,440.50	42.73	3,270.50	3,191.64
01.402.260	Minor Office Equipment	1,600.00		760.00	47.50	840.00	1,703.10
01.402.311	Auditing Services	16,500.00		9,700.00	58.79	6,800.00	9,000.00
01.402.353	Finance Insurance Surety & Fi	1,619.00				1,619.00	
01.402.420	Dues, Subscriptions & Member	150.00		110.25	73.50	39.75	85.00
01.402.460	Meetings & Conferences	2,000.00	225.80	1,697.02	84.85	302.98	2,201.05
01.403.105	Tax Collector Wages	26,168.00	328.00	24,952.00	95.35	1,216.00	24,600.00
01.403.116	Earned Income Tax Collection	19,000.00	2,294.42	13,042.36	68.64	5,957.64	12,911.21
01.403.117	Local Service Tax Collection C	1,400.00	4.38	888.28	63.45	511.72	833.12
01.403.192	FICA	2,002.00	25.10	1,908.84	95.35	93.16	1,881.90
01.403.215	Postage	1,000.00		1,007.10	100.71	7.10-	929.39
01.403.342	Printing	700.00		518.31	74.04	181.69	729.01
01.403.353	Tax Collector Public Official Bo	250.00				250.00	
01.404.310	Solicitor Professional Services	45,000.00	6,308.90	24,548.40	54.55	20,451.60	21,761.61
01.405.112	Administrative Staff Salaries	82,819.00	6,701.98	44,033.42	53.17	38,785.58	40,500.65
01.405.190	Medical/Rx Copays	3,500.00	291.67	1,750.02	50.00	1,749.98	1,952.17
01.405.192	FICA	6,336.00	494.26	3,251.95	51.32	3,084.05	2,983.11
01.405.196	Health Insurance Premiums	35,859.00	2,911.62	17,341.60	48.36	18,517.40	19,161.12
01.405.198	Life, AD&D & LTD Premiums	636.00	41.46	248.76	39.11	387.24	240.66
01.405.199	Dental and Vision Premiums	2,974.00	262.04	1,572.24	52.87	1,401.76	1,662.36
01.405.210	Office Supplies	6,000.00	555.19	3,656.07	60.93	2,343.93	2,719.46
01.405.215	Postage	3,500.00	126.98	2,083.33	59.52	1,416.67	3,492.35
01.405.231	Fuel	300.00	42.39	112.30	37.43	187.70	136.12
01.405.250	Vehicle Maintenance	500.00				500.00	
01.405.260	Minor Office Equipment	1,500.00		24.38	1.63	1,475.62	34.90
01.405.310	Consultants					0.00	212.50
01.405.321	Telephone	3,659.00				3,659.00	392.35
01.405.324	Wireless Telephone					0.00	311.40
01.405.341	Advertising	3,500.00		3,607.95	103.08	107.95-	784.15
01.405.342	Printing and Publications	3,000.00	209.00	2,351.44	78.38	648.56	2,191.70
01.405.343	Ordinance Codification	2,500.00		1,900.00	76.00	600.00	7,049.98
01.405.420	Dues, Subscriptions & Member	2,000.00		751.00	37.55	1,249.00	782.65
01.405.450	Contracted Services	25,000.00	1,986.78	13,621.95	54.49	11,378.05	12,759.84
01.405.451	Contracted Payroll Services	8,300.00	649.90	3,884.27	46.80	4,415.73	3,656.72
01.405.452	Contracted IT/Networking Serv	22,500.00	1,318.08	14,413.86	64.06	8,086.14	9,188.77
01.405.453	Web Design/Maintenance	2,400.00				2,400.00	516.00
01.405.460	Meetings and Conferences	500.00	252.06	1,459.03	291.81	959.03-	215.85
01.406.430	Real Estate Taxes	3,100.00		667.18	21.52	2,432.82	630.82
01.406.450	Realtor's Commission	1,800.00	457.65	915.30	50.85	884.70	675.30
01.408.310	Engineering Professional Serv	60,000.00	13,060.43	56,615.24	94.36	3,384.76	32,023.53
01.408.313	Eng - MS4 Compliance	10,000.00	4,806.75	6,052.75	60.53	3,947.25	19,647.17
01.409.112	Bldg. Maint & Janitor Wages	10,210.00	1,003.20	8,664.00	84.86	1,546.00	5,021.23
01.409.192	FICA	781.00				781.00	
01.409.250	Repairs and Maintenance Sup	4,000.00		299.01	7.48	3,700.99	1,817.91
01.409.310	Janitorial Service					0.00	3,033.34
01.409.362	Gas	300.00	30.34	186.48	62.16	113.52	182.35

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.409.364	Sewer	2,500.00		1,918.90	76.76	581.10	2,237.80
01.409.366	Water	2,500.00		1,555.20	62.21	944.80	1,588.70
01.409.370	Repairs and Maintenance Ser	15,000.00		12,519.62	83.46	2,480.38	26,126.72
01.409.373	Menlo House - Repairs & Main	1,000.00				1,000.00	2,307.00
01.409.374	Elevator Repairs & Maintenanc	4,750.00		2,097.09	44.15	2,652.91	1,012.19
01.409.450	Contracted Services	10,000.00	5,642.75	9,767.07	97.67	232.93	8,079.89
01.410.110	Chief Salary	145,000.00	11,153.86	72,446.68	49.96	72,553.32	68,960.19
01.410.112	Janitor Salary	13,128.00	1,033.60	8,375.20	63.80	4,752.80	7,612.83
01.410.115	P/T Commty. Relations Sepcia	13,029.00	3,230.40	3,230.40	24.79	9,798.60	
01.410.120	Administrative Salaries	111,989.00	8,614.60	55,343.74	49.42	56,645.26	53,103.49
01.410.140	Police Wages	1,905,746.00	138,185.95	861,446.02	45.20	1,044,299.98	939,486.59
01.410.150	Crossing Guard Wages	63,960.00	3,159.79	46,914.75	73.35	17,045.25	46,032.48
01.410.172	Police Holiday Pay	120,941.00		56,245.07	46.51	64,695.93	60,750.02
01.410.179	Police Longevity Pay	79,396.00		34,183.00	43.05	45,213.00	45,952.00
01.410.180	Overtime Pay	100,000.00	11,573.61	77,084.41	77.08	22,915.59	55,154.97
01.410.181	Overtime Pay-Special Events	15,000.00	6,913.65	6,913.65	46.09	8,086.35	1,741.10
01.410.183	Comp Time	20,000.00	2,878.51	18,777.10	93.89	1,222.90	9,562.00
01.410.185	Police Overtime - Reimbursabl			510.79		510.79-	976.52
01.410.187	Stand-by Time	5,000.00	671.02	877.78	17.56	4,122.22	432.06
01.410.188	Education Incentive	5,700.00		1,550.00	27.19	4,150.00	1,800.00
01.410.190	Medical/Rx Copays	750.00	86.81	399.31	53.24	350.69	375.00
01.410.192	FICA	198,379.00	14,164.22	94,279.84	47.53	104,099.16	98,898.67
01.410.194	Unemployment Compensation	3,000.00				3,000.00	
01.410.195	Worker's Comp Insurance Pre	90,367.00		52,735.86	58.36	37,631.14	63,938.78
01.410.196	Health Insurance Premiums	703,587.00	52,661.73	313,127.99	44.50	390,459.01	373,946.97
01.410.197	Defined Benefit (PMRS)-MMO	512,067.00				512,067.00	
01.410.198	Life, AD&D, & LTD Premiums	19,828.00	1,392.54	8,490.78	42.82	11,337.22	9,761.28
01.410.199	Dental and Vision Premiums	43,747.00	3,101.50	18,732.78	42.82	25,014.22	24,653.38
01.410.210	Office Supplies	6,500.00	414.23	2,339.58	35.99	4,160.42	4,055.35
01.410.215	Postage	600.00	41.30	344.29	57.38	255.71	367.23
01.410.231	Fuel	35,000.00	2,872.64	15,908.50	45.45	19,091.50	16,514.91
01.410.238	Uniform Purchases	17,000.00	1,461.45	8,862.93	52.13	8,137.07	12,765.04
01.410.239	Uniform Cleaning	4,500.00	380.41	2,262.86	50.29	2,237.14	2,165.93
01.410.240	Patrol Supplies	4,000.00	568.64	2,704.46	67.61	1,295.54	5,196.56
01.410.241	Traffic Safety Supplies	1,000.00	138.00	1,127.96	112.80	127.96-	1,956.16
01.410.242	Materials and Supplies	400.00		65.08	16.27	334.92	59.63
01.410.243	Investigative Supplies	7,000.00		6,955.49	99.36	44.51	3,410.00
01.410.245	Special Patrol Operations	4,500.00		3,269.37	72.65	1,230.63	3,100.00
01.410.246	Civil Service Implementation	1,000.00		2,128.03	212.80	1,128.03-	25.57
01.410.247	Crime Prevention Supplies	2,500.00				2,500.00	1,202.89
01.410.248	Ammunition	8,000.00				8,000.00	1,892.20
01.410.249	Accreditation Costs	14,500.00	960.00	3,706.34	25.56	10,793.66	1,920.00
01.410.250	K-9 Food, Vet & Other	500.00	118.98	218.98	43.80	281.02	100.00
01.410.251	Vehicle Parts	500.00		279.80	55.96	220.20	
01.410.252	Office Equipment Maintenance	3,000.00	343.12	1,301.15	43.37	1,698.85	1,253.75
01.410.254	Tires	2,500.00				2,500.00	2,490.56

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.410.260	Speed Device Calibration	1,600.00	40.00	201.00	12.56	1,399.00	442.00
01.410.310	Janitorial Service					0.00	3,166.67
01.410.314	Labor Relations/Legal Expense	5,000.00				5,000.00	2,170.00
01.410.321	Telephone	7,600.00	73.44	211.99	2.79	7,388.01	3,018.69
01.410.324	Wireless Telephones	5,500.00	701.50	2,201.17	40.02	3,298.83	2,250.00
01.410.325	Mobile Data Terminals Expens	5,000.00	832.58	2,593.22	51.86	2,406.78	2,559.69
01.410.326	Radio Purchases	4,600.00		2,134.98	46.41	2,465.02	2,100.00
01.410.327	Radio Equipment Maintenance	500.00				500.00	
01.410.342	Printing and Publications	600.00		175.00	29.17	425.00	140.00
01.410.350	Insurance - Property & Liability	97,659.00		48,829.50	50.00	48,829.50	58,575.39
01.410.364	Sewer	700.00		327.75	46.82	372.25	290.80
01.410.366	Water	600.00		328.50	54.75	271.50	299.20
01.410.373	Building Repairs & Maintenanc	10,000.00	1,979.32	8,270.89	82.71	1,729.11	6,296.90
01.410.420	Dues, Subscriptions & Member	2,500.00	324.00	2,554.00	102.16	54.00-	1,105.00
01.410.421	Training	15,000.00	99.82	6,643.96	44.29	8,356.04	10,224.67
01.410.450	Contracted Services	5,000.00	582.69	5,087.64	101.75	87.64-	4,648.84
01.410.451	Contracted Maintenance & Re	18,000.00	4,008.59	13,031.99	72.40	4,968.01	17,244.39
01.410.452	Contracted Services-IT	12,500.00	1,408.83	7,685.17	61.48	4,814.83	6,237.27
01.410.454	Software/Hardware Maintenanc	14,800.00	1,630.00	12,598.54	85.13	2,201.46	9,821.92
01.410.480	Other Services	400.00		17.47	4.37	382.53	24.84
01.410.534	Live Scan Expenses - Other Pc	13,500.00		11,890.57	88.08	1,609.43	42,785.29
01.410.535	Photo Image/Live Scan - Perk			5,412.06		5,412.06-	
01.410.750	Major Equipment	2,500.00				2,500.00	
01.411.354	Fire Company Insurance	40,000.00		1,000.00	2.50	39,000.00	1,880.00
01.411.366	Fire Hydrants	48,800.00	3,655.32	24,171.78	49.53	24,628.22	24,164.78
01.411.530	Volunteer Fire Relief Disbursn	50,000.00				50,000.00	
01.413.300	UCC Fees	750.00		360.00	48.00	390.00	225.00
01.413.310	Code Enforcement Services	25,000.00	4,298.75	16,293.50	65.17	8,706.50	10,915.00
01.414.112	Planning and Zoning Clerical	90,476.00	4,976.96	38,336.97	42.37	52,139.03	42,919.00
01.414.192	FICA	6,921.00	360.80	2,787.13	40.27	4,133.87	3,054.86
01.414.196	Health Insurance Premiums	51,197.00	3,003.25	20,035.18	39.13	31,161.82	27,356.97
01.414.198	Life, AD&D & LTD Premiums	689.00	15.96	130.43	18.93	558.57	208.02
01.414.199	Dental and Vision Premiums	3,807.00	192.96	1,329.88	34.93	2,477.12	2,127.72
01.414.210	Office Supplies	175.00				175.00	
01.414.215	Postage	1,000.00	50.29	522.46	52.25	477.54	686.00
01.414.314	Legal Services	13,000.00		3,120.35	24.00	9,879.65	3,721.56
01.414.317	Stenographer Fees	1,500.00	180.00	360.00	24.00	1,140.00	940.00
01.414.341	Advertising	3,000.00	300.40	1,234.27	41.14	1,765.73	622.58
01.414.342	Printing and Publications	500.00	9.01	18.71	3.74	481.29	61.43
01.414.420	Dues, Subscriptions and Memt	300.00		252.24	84.08	47.76	320.00
01.414.450	Contracted Services-Planning	40,000.00	1,129.00	9,221.98	23.05	30,778.02	15,219.72
01.414.451	Contracted Services	15,100.00	353.25	2,993.50	19.82	12,106.50	9,653.75
01.414.460	Meetings and Conferences	1,000.00	121.00	1,750.52	175.05	750.52-	437.52
01.415.150	Emergency Management	3,000.00	750.00	1,500.00	50.00	1,500.00	1,500.00
01.415.192	FICA	200.00	57.38	114.76	57.38	85.24	114.76
01.415.210	Supplies	100.00				100.00	30.00

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.415.460	Meetings & Conferences	750.00		60.00	8.00	690.00	
01.432.112	Winter Maintenance Wages	26,755.00		16,494.39	61.65	10,260.61	3,926.85
01.432.192	FICA	2,047.00		816.78	39.90	1,230.22	289.39
01.432.245	Salt	39,000.00		39,327.50	100.84	327.50-	9,045.29
01.432.250	Repair and Maintenance	5,000.00		1,510.73	30.21	3,489.27	36.92
01.432.420	Dues, Subscriptions and Memt	200.00				200.00	
01.432.454	Contracted Snow Removal To	2,000.00				2,000.00	
01.432.700	Snow Equipment-Capital Purc	9,000.00		6,722.00	74.69	2,278.00	4,328.50
01.433.112	Traffic Control Wages	6,689.00	337.10	604.73	9.04	6,084.27	1,604.25
01.433.192	FICA	512.00	25.30	39.21	7.66	472.79	114.25
01.433.245	Materials and Supplies	4,000.00		410.21	10.26	3,589.79	7,716.98
01.433.253	Traffic Signal Maintenance	5,000.00				5,000.00	29,437.13
01.433.450	Contracted Street Markings	500.00				500.00	
01.438.110	Public Works Director Salary	88,644.00	6,786.00	44,109.00	49.76	44,535.00	42,588.86
01.438.112	Public Works Crew Wages	214,040.00	9,044.13	89,323.79	41.73	124,716.21	73,844.03
01.438.179	Longevity - Hourly	9,200.00	400.00	2,000.00	21.74	7,200.00	3,200.00
01.438.190	Medical/Prescription Co-pays	4,500.00	375.00	2,250.00	50.00	2,250.00	2,750.00
01.438.192	FICA	23,859.00	2,123.92	17,091.83	71.64	6,767.17	13,315.91
01.438.196	Health Insurance Premiums	310,264.00	25,072.73	149,916.96	48.32	160,347.04	157,175.15
01.438.198	Life, AD&D & LTD Premiums	7,874.00	655.73	3,934.38	49.97	3,939.62	3,674.73
01.438.199	Dental and Vision Premiums	21,316.00	1,729.95	10,379.70	48.69	10,936.30	12,081.90
01.438.215	Postage	400.00	3.20	62.61	15.65	337.39	1,774.68
01.438.220	Operating Supplies	2,000.00		379.04	18.95	1,620.96	665.36
01.438.230	Hardware and Supplies	8,000.00	1,099.92	6,696.83	83.71	1,303.17	6,953.90
01.438.238	Clothing and Uniforms	6,400.00	643.95	5,969.41	93.27	430.59	6,560.80
01.438.245	Road Materials	4,100.00		3,253.50	79.35	846.50	1,444.73
01.438.246	Crack Sealing					0.00	13,950.00
01.438.251	Tires	2,600.00				2,600.00	450.30
01.438.260	Small Tools and Minor Equipm	2,500.00	256.78	1,318.04	52.72	1,181.96	1,906.04
01.438.300	Sweep Streets	8,000.00		7,425.00	92.81	575.00	7,612.50
01.438.310	Public Works Building Janitor					0.00	758.33
01.438.321	Telephone	2,219.00		219.22	9.88	1,999.78	
01.438.324	Wireless Telephones	1,500.00	160.34	660.34	44.02	839.66	655.57
01.438.327	Radio Maintenance	250.00				250.00	
01.438.362	Fuel	15,000.00	1,677.12	11,922.14	79.48	3,077.86	8,829.93
01.438.370	Repairs and Maintenance Ser	15,000.00		17,999.12	119.99	2,999.12-	7,576.90
01.438.371	Storm Sewers, Sumps and Inl	18,000.00	59.97	8,767.37	48.71	9,232.63	4,041.79
01.438.384	Rent of Machinery and Equipm	600.00				600.00	
01.438.420	Dues, Subscriptions & Member	300.00		45.00	15.00	255.00	10.00
01.438.465	Continuing Education	1,000.00		5,398.50	539.85	4,398.50-	180.00
01.438.480	Miscellaneous Expenses	5,328.00	564.86	5,183.63	97.29	144.37	7,154.59
01.445.380	Parking Lot Lease 8th & Marke	6,448.00	739.42	4,436.52	68.80	2,011.48	4,265.88
01.451.110	Park & Recreation Director Sal	88,218.00	6,107.40	39,677.50	44.98	48,540.50	38,286.19
01.451.115	Wages - Events	74,811.00	5,638.58	31,861.67	42.59	42,949.33	29,060.74
01.451.116	P/T Wages - Programs	2,000.00				2,000.00	
01.451.117	Wages-Youth Basketball Lea	4,000.00				4,000.00	540.00

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.451.118	Wages- Adult Basketball Lea	7,200.00				7,200.00	1,440.00
01.451.192	FICA	13,482.00	874.00	5,285.63	39.21	8,196.37	5,000.91
01.451.196	Health Insurance Premiums	53,195.00	4,308.61	25,766.68	48.44	27,428.32	27,569.76
01.451.198	Life, AD&D & LTD Premiums	1,285.00	135.74	814.44	63.38	470.56	570.06
01.451.199	Dental and Vision Premiums	3,819.00	461.57	2,769.42	72.52	1,049.58	1,994.83
01.451.210	Office Supplies	300.00		65.36	21.79	234.64	124.90
01.451.215	Postage	2,000.00	1.92	1,112.85	55.64	887.15	1,583.56
01.451.220	Operating Supplies	1,000.00	100.00	100.00	10.00	900.00	190.00
01.451.247	Program Costs	30,000.00	2,282.40	5,269.47	17.56	24,730.53	7,415.20
01.451.324	Wireless Telephone	1,400.00	240.51	818.48	58.46	581.52	663.07
01.451.341	Advertising	500.00		580.40	116.08	80.40-	133.00
01.451.342	Printing	500.00	45.00	45.00	9.00	455.00	
01.451.420	Dues, Subscriptions and Memt	1,400.00		255.25	18.23	1,144.75	210.00
01.451.450	Contracted Services	2,000.00	184.32	1,247.92	62.40	752.08	1,016.84
01.451.460	Meetings and Conferences	2,500.00		1,454.47	58.18	1,045.53	1,229.03
01.451.500	Flags-Memorial & Other	2,000.00	472.00	1,762.06	88.10	237.94	2,581.81
01.451.501	Special Events	42,000.00	644.39	4,059.66	9.67	37,940.34	11,457.13
01.451.510	Tree Lighting			200.00		200.00-	
01.451.511	Farmers Market					0.00	191.30
01.451.520	Basketball-Youth & Adult	4,000.00				4,000.00	2,578.00
01.451.541	Community Day Contribution	500.00				500.00	
01.451.550	Dog Park	500.00				500.00	12.34
01.454.112	Park Wages	185,383.00	24,980.45	114,016.19	61.50	71,366.81	136,705.74
01.454.192	FICA	14,182.00	1,660.07	7,076.16	49.90	7,105.84	9,509.62
01.454.220	Perkasie Garden Club Supplie	1,000.00		844.06	84.41	155.94	124.45
01.454.221	Infield Mix Supplies	1,000.00		2,365.31	236.53	1,365.31-	1,116.04
01.454.246	Wood Chips / Mulch Playgrou	8,000.00	3,404.00	9,341.20	116.77	1,341.20-	3,570.00
01.454.250	Repair and Maintenance Suppl	10,000.00	2,080.01	5,945.50	59.46	4,054.50	10,597.11
01.454.260	Small Tools and Minor Equipm	2,500.00	298.30	989.80	39.59	1,510.20	822.58
01.454.362	Fuel	10,000.00	406.67	784.71	7.85	9,215.29	4,989.36
01.454.364	Sewer	600.00		413.25	68.88	186.75	661.80
01.454.366	Water	800.00		583.90	72.99	216.10	722.80
01.454.370	Repairs and Maintenance Ser	5,000.00	329.57	2,868.66	57.37	2,131.34	1,197.00
01.454.371	Plumbing and Carpentry	2,500.00	31.72	1,589.41	63.58	910.59	25.68
01.454.372	Detention Basin Maintenance	3,000.00				3,000.00	
01.454.373	Building Repairs and Maintena	2,000.00		582.46	29.12	1,417.54	
01.454.374	Equipment and Playground Re	1,000.00				1,000.00	
01.454.375	Skate Park Repairs & Mainten	1,500.00				1,500.00	
01.454.420	Dues, Subscriptions and Memt	300.00				300.00	100.00
01.454.450	Contracted Services	40,000.00		11,698.50	29.25	28,301.50	15,246.50
01.454.451	Tree, Shrub & Landscaping Re	2,000.00		47.52	2.38	1,952.48	1,705.60
01.486.351	Insurance - Property & Liability	68,361.00		34,180.66	50.00	34,180.34	41,002.77
01.486.354	Worker's Compensation Non U	56,434.00		29,297.70	51.91	27,136.30	39,929.76
01.487.193	Defined Contribution (401a) - N	30,738.00	2,959.15	18,282.00	59.48	12,456.00	14,276.17
01.487.194	Unemployment Compensation	2,500.00				2,500.00	
01.487.197	Defined Benefit (PMRS) - Non	109,670.00				109,670.00	

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE
For Period Ending 06/30/2024

Selecting on FUND equals 01 (General Fund) to FUND equals 01 (General Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
01.487.220	Appreciation Night	5,000.00				5,000.00	198.03
01.491.000	Refund of Prior Year Revenue					0.00	3,500.72
01.491.391	Bank Fees	2,000.00	1,956.52	6,835.66	341.78	4,835.66-	2,675.26
Total Expenditures		7,691,381.00	500,273.96	3,434,355.88	44.65	4,257,025.12	3,644,146.76
Excess of Revenues over Expenditures for Report		1.00-	93,027.74	179,909.34		8,334,139.90	175,428.05

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 04 (Menlo Pool Fund) to FUND equals 04 (Menlo Pool Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
04.341.000	Interest Earnings	900.00	130.08	549.35	61.04	350.65	380.50
04.354.100	DVIT Risk Control Grant		953.49	953.49		953.49-	
04.367.110	Season Pool Tickets	342,885.00	57,960.34	310,430.80	90.53	32,454.20	276,776.60
04.367.111	Daily Pool Admissions	103,003.00	23,890.00	25,017.00	24.29	77,986.00	11,266.00
04.367.112	Pool Program Revenue	40,000.00	6,392.75	24,318.75	60.80	15,681.25	16,096.00
04.367.113	2nd Street Daily Pool Admissio	783.00	12.00	12.00	1.53	771.00	48.00
04.367.114	Special Event Rentals	16,700.00	383.50	496.50	2.97	16,203.50	
04.367.130	Concession Stand Revenue	4,100.00	2,460.00	2,460.00	60.00	1,640.00	
04.380.000	Misc Revenue-Goggles & Othe	1,500.00	800.00	800.00	53.33	700.00	290.00
04.387.000	Donations		1,000.00	1,000.00		1,000.00-	
Total Revenues		509,871.00	93,982.16	366,037.89	71.79	143,833.11	304,857.10
04.452.110	Park and Recreation Director S	8,864.00	678.60	3,958.40	44.66	4,905.60	4,254.06
04.452.115	Pool Staff Wages	292,000.00	60,059.58	81,101.00	27.77	210,899.00	65,297.12
04.452.116	Staff Retention	5,050.00	2,700.00	2,700.00	53.47	2,350.00	2,300.00
04.452.192	FICA	23,402.00	4,870.29	7,012.99	29.97	16,389.01	5,521.26
04.452.210	Office Supplies	250.00				250.00	79.19
04.452.215	Postage	200.00	2.56	78.46	39.23	121.54	123.45
04.452.222	Chemicals	50,000.00	846.34	27,391.94	54.78	22,608.06	53,155.61
04.452.238	Clothing and Uniforms	3,000.00	3,273.00	3,314.78	110.49	314.78-	2,637.00
04.452.247	Operating Supplies	4,000.00	302.76	1,079.28	26.98	2,920.72	1,898.56
04.452.250	Repair & Maintenance Service	8,866.00		5,049.76	56.96	3,816.24	6,238.37
04.452.260	Minor Equipment	7,000.00	329.85	4,392.76	62.75	2,607.24	3,813.41
04.452.300	Special Events	2,000.00				2,000.00	
04.452.321	Telephone	1,900.00	182.27	1,038.53	54.66	861.47	1,097.93
04.452.341	Advertising	5,500.00		5,027.62	91.41	472.38	298.80
04.452.364	Sewer	21,000.00		1,122.00	5.34	19,878.00	562.90
04.452.366	Water	12,000.00		379.00	3.16	11,621.00	879.10
04.452.370	Building Repairs & Maintenanc	2,000.00	291.80	1,137.50	56.88	862.50	617.73
04.452.374	Equipment Repairs	10,000.00		8,062.50	80.63	1,937.50	7,200.00
04.452.390	Bank Fees	15,000.00	4,353.88	15,009.64	100.06	9.64-	11,249.44
04.452.420	Dues, Subscriptions & Member	850.00	65.00	935.00	110.00	85.00-	1,032.00
04.452.450	Contracted Services	21,229.00	5,321.80	12,834.75	60.46	8,394.25	8,145.38
04.452.460	Meetings and Conferences	800.00		455.00	56.88	345.00	96.30
04.452.540	Contribution to Pennridge Gato	8,000.00				8,000.00	
04.453.370	Building Repairs & Maintenanc	500.00				500.00	
04.454.112	Wages- Public Works	5,000.00	977.90	4,698.11	93.96	301.89	195.26
04.454.192	FICA - Public Works	383.00	73.65	356.69	93.13	26.31	23.95
04.455.112	Wages- Electric	1,000.00		313.08	31.31	686.92	720.20
04.455.192	FICA - Electric	77.00		22.97	29.83	54.03	53.18
04.491.100	DVIT Risk Control Grant Exper		940.78	940.78		940.78-	
Total Expenditures		509,871.00	85,270.06	188,412.54	36.95	321,458.46	177,490.20
Excess of Revenues over Expenditures for Report			8,712.10	177,625.35		465,291.57	127,366.90

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 05 (Refuse Fund) to FUND equals 05 (Refuse Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
05.341.000	Interest Earnings	4,500.00	308.19	1,958.61	43.52	2,541.39	2,258.40
05.354.150	Recycling Performance Grant	24,000.00				24,000.00	23,638.00
05.364.200	Trash Bag Sales	250,000.00	17,952.75	105,775.75	42.31	144,224.25	107,742.00
05.364.300	Refuse Sticker Sales	1,000.00	110.00	570.00	57.00	430.00	440.00
05.364.400	Annual Trash Fee	160,000.00	769.93-	158,875.26	99.30	1,124.74	158,203.65
05.364.401	Trash Fee - Late Penalty	1,000.00	27.99-	1,053.79	105.38	53.79-	1,039.94
05.364.405	Trash Fee-Toters	525,000.00	532.58	271,493.89	51.71	253,506.11	236,109.57
05.364.500	Sale of Recyclable Material	6,000.00	912.15	6,475.41	107.92	475.41-	1,353.10
05.380.000	Miscellaneous Revenue	1,500.00	200.00	260.00	17.33	1,240.00	400.00
05.391.100	Sale of General Fixed Assets		2,600.00	2,600.00		2,600.00-	
Total Revenues		973,000.00	21,817.75	549,062.71	56.43	423,937.29	531,184.66
05.426.112	Recycling Wages	86,954.00	8,235.75	51,106.67	58.77	35,847.33	44,201.58
05.426.192	FICA Recycling	6,652.00	356.27	2,343.10	35.22	4,308.90	2,786.41
05.426.244	Materials and Supplies	1,000.00				1,000.00	30.00
05.426.367	Disposal Fees - Recycling	75,000.00	1,198.90	19,332.65	25.78	55,667.35	33,041.84
05.426.450	Contracted Services	3,920.00		2,000.00	51.02	1,920.00	
05.426.451	902 Grant Expense - 2020					0.00	1,971.19
05.427.112	Refuse Wages	140,464.00	8,934.69	59,456.52	42.33	81,007.48	61,856.48
05.427.192	FICA - Refuse	10,745.00	396.19	2,740.50	25.50	8,004.50	2,987.61
05.427.215	Postage	3,000.00	1,250.02	2,224.76	74.16	775.24	2,468.76
05.427.227	Bag Purchases	22,000.00		2,340.00	10.64	19,660.00	21,978.00
05.427.231	Fuel	13,000.00	1,962.97	10,473.37	80.56	2,526.63	5,343.82
05.427.244	Materials and Supplies	500.00				500.00	57.47
05.427.250	Repair and Maintenance Servi	20,000.00	792.85	15,384.41	76.92	4,615.59	11,386.96
05.427.251	Tires	2,000.00	1,310.00	1,310.00	65.50	690.00	
05.427.301	Contracted Services-Invoicing	1,200.00	125.00	1,291.07	107.59	91.07-	150.00
05.427.342	Printing and Publications	2,000.00		2,254.74	112.74	254.74-	2,080.53
05.427.367	Disposal Fees - Refuse	225,000.00	11,456.32	97,452.17	43.31	127,547.83	99,695.70
05.427.390	Bank, Cr Card & On-Line Bill P	11,000.00	163.13	5,763.88	52.40	5,236.12	4,926.87
05.428.112	Leaf Collection Wages	36,633.00		1,994.72	5.45	34,638.28	2,486.48
05.428.117	Yard Waste Collection Wages-	10,000.00	834.88	8,140.08	81.40	1,859.92	6,960.90
05.428.192	FICA - Leaf	3,567.00	63.48	631.52	17.70	2,935.48	697.50
05.428.244	Materials and Supplies	1,000.00				1,000.00	
05.428.250	Repair and Maintenance Suppl	2,000.00		330.65	16.53	1,669.35	1,788.30
05.428.251	Tires	1,000.00				1,000.00	
05.428.368	Disposal Fees - Yard Waste	17,000.00	2,418.92	10,395.70	61.15	6,604.30	7,743.96
05.492.300	Transfer to Capital Fund	275,000.00		206,250.00	75.00	68,750.00	183,878.00
Total Expenditures		970,635.00	39,499.37	503,216.51	51.84	467,418.49	498,518.36
Excess of Revenues over Expenditures for Report		2,365.00	17,681.62-	45,846.20		891,355.78	32,666.30

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 07 (Electric Fund) to FUND equals 07 (Electric Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
07.341.000	Interest Earnings	35,000.00	2,266.05	15,523.88	44.35	19,476.12	15,896.59
07.355.050	Gen Muni Pension System-St	40,250.00				40,250.00	
07.360.750	Installation of Electric Services	12,750.00	5,250.00	10,500.00	82.35	2,250.00	12,500.00
07.360.760	Installation of Street Lights					0.00	5,600.00
07.372.400	Sales of Electricity	9,280,000.00	779,839.24	4,539,876.10	48.92	4,740,123.90	4,181,378.17
07.372.510	Late Fees	50,000.00	3,477.46	28,334.58	56.67	21,665.42	26,813.53
07.372.520	Miscellaneous Service Revenue	15,000.00	1,040.00	6,784.88	45.23	8,215.12	10,282.86
07.372.600	Verizon - Pole Replacements	25,000.00		0.01-		25,000.01	16,546.51
07.372.610	Comcast - Pole Attachments	31,500.00		32,760.00	104.00	1,260.00-	32,214.00
07.372.620	Synesys-Pole Attachments & A	8,000.00		7,560.00	94.50	440.00	7,434.00
07.389.000	Misc Rev - Sales Tax, Scrap, C	20,000.00	25.00	4,684.80	23.42	15,315.20	22,226.01
07.390.300	Insurance-(RSF) Credits & Div	10,000.00	326.03	4,534.56	45.35	5,465.44	3,877.90
07.391.200	Accident & Insurance Reimbur			26,775.32		26,775.32-	967.00
07.395.000	Refund of Prior Years' Expense					0.00	46.73
Total Revenues		9,527,500.00	792,223.78	4,677,334.11	49.09	4,850,165.89	4,335,783.30
07.434.220	Materials & Supplies		62.94	17,633.56		17,633.56-	
07.442.110	Electric Director Salary	129,673.00	9,851.76	63,084.57	48.65	66,588.43	61,843.30
07.442.112	Electric Department Wages	549,549.00	41,438.73	261,581.96	47.60	287,967.04	250,345.66
07.442.114	Electric Clerical Salary	55,353.00	4,257.93	27,250.70	49.23	28,102.30	26,945.04
07.442.179	Longevity - Hourly	5,600.00	2,800.00	5,200.00	92.86	400.00	4,800.00
07.442.180	Electric Overtime	20,608.00	1,574.70	8,317.07	40.36	12,290.93	6,409.97
07.442.183	Electric Overtime-Line Mainten		998.76	2,365.91		2,365.91-	544.91
07.442.185	Electric Overtime-On-Call	20,608.00	2,191.56	14,061.38	68.23	6,546.62	14,083.08
07.442.190	Medical/Prescription Co-pays	2,750.00	208.33	1,249.98	45.45	1,500.02	1,375.02
07.442.192	FICA	59,776.00	4,778.75	29,452.07	49.27	30,323.93	27,168.68
07.442.193	Defined Contribution (401a) - N	5,854.00	482.18	2,959.47	50.55	2,894.53	2,269.88
07.442.194	Unemployment Compensation	1,500.00				1,500.00	
07.442.196	Health Insurance Premiums	175,949.00	12,981.44	77,640.08	44.13	98,308.92	102,613.04
07.442.197	Defined Benefit (PMRS) - MM	59,053.00				59,053.00	
07.442.198	Life, AD&D & LTD Premiums	5,854.00	486.74	2,972.91	50.78	2,881.09	2,985.24
07.442.199	Dental and Vision Premiums	12,564.00	1,130.23	6,781.38	53.97	5,782.62	7,921.66
07.442.200	Office Supplies	1,200.00		626.36	52.20	573.64	688.21
07.442.215	Postage	22,000.00	267.43	10,111.62	45.96	11,888.38	11,436.85
07.442.220	Utility Poles	12,000.00		8,873.90	73.95	3,126.10	32,498.75
07.442.230	Transformers	50,000.00		2,303.75	4.61	47,696.25	4,671.02
07.442.231	Fuel	8,500.00	950.07	4,517.29	53.14	3,982.71	3,911.08
07.442.238	Clothing & Uniforms	15,000.00	804.36	6,505.51	43.37	8,494.49	5,992.33
07.442.239	Wire	30,000.00				30,000.00	21,174.28
07.442.240	Marketing Supplies	500.00				500.00	
07.442.245	Operating Supplies	2,350.00		5.97	0.25	2,344.03	1,094.17
07.442.250	Repair and Maintenance Suppl	5,000.00	1,950.00	1,959.28	39.19	3,040.72	33.81
07.442.251	Tires	1,000.00				1,000.00	
07.442.252	Repair and Maint. Supplies - O	100.00				100.00	
07.442.253	Hardware & Parts - Line Equip	70,000.00	61.59	12,405.17	17.72	57,594.83	51,441.25
07.442.260	Small Tools & Minor Equipmen	10,000.00		1,445.91	14.46	8,554.09	3,121.81
07.442.300	Thermovision	1,000.00				1,000.00	

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 07 (Electric Fund) to FUND equals 07 (Electric Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
07.442.301	Contracted Services-Invoicing !	14,670.00	125.00	13,537.01	92.28	1,132.99	193.05
07.442.310	Electric Building Janitorial Serv	6,300.00	30.40	836.00	13.27	5,464.00	2,445.08
07.442.313	Engineering	5,000.00				5,000.00	
07.442.314	Legal	500.00				500.00	
07.442.317	Safety Testing	7,000.00		4,853.79	69.34	2,146.21	4,455.04
07.442.321	Telephone	4,000.00	634.40	2,110.15	52.75	1,889.85	1,279.50
07.442.324	Wireless Telephones	2,500.00	474.53	1,554.83	62.19	945.17	1,515.08
07.442.341	Advertising	500.00				500.00	
07.442.342	Printing	7,500.00		4,452.04	59.36	3,047.96	4,501.68
07.442.352	Insurance - Property & Liability	29,298.00		14,648.84	50.00	14,649.16	36,922.38
07.442.354	Worker's Compensation Insu	27,345.00		7,060.44	25.82	20,284.56	
07.442.361	Power Purchases	4,494,560.00	314,645.50	1,867,676.67	41.55	2,626,883.33	1,785,496.96
07.442.364	Sewer	600.00	126.75	253.50	42.25	346.50	123.20
07.442.366	Water	600.00	144.90	289.80	48.30	310.20	137.30
07.442.370	Repair and Maintenance Servi	10,000.00	133.24	5,860.19	58.60	4,139.81	12,857.20
07.442.374	Meter Equipment	15,000.00		5,980.00	39.87	9,020.00	9,099.53
07.442.390	Bank, Cr Card & On-Line Bill P	50,000.00	5,689.53	34,639.42	69.28	15,360.58	30,631.76
07.442.391	Interest Expense	400.00	189.07	835.42	208.86	435.42-	913.04
07.442.392	Bad Debt Expense	500.00	7.26-	23.76-	-4.75	523.76	32.03-
07.442.400	Maintenance & Testing Substa	8,000.00	249.68	1,436.04	17.95	6,563.96	3,870.80
07.442.420	Dues, Subscriptions & Member	22,500.00		21,520.00	95.64	980.00	20,975.00
07.442.430	Gross Receipts Tax	1,800.00		1,657.00	92.06	143.00	1,346.00
07.442.450	Contracted Services	40,000.00	4,218.77	22,198.57	55.50	17,801.43	21,666.90
07.442.452	Contracted Serv.-Line Mainten	55,000.00		10,400.00	18.91	44,600.00	6,789.00
07.442.454	Administrative Charge	130,000.00	32,500.00	65,000.00	50.00	65,000.00	65,000.00
07.442.460	Training & Seminars	12,000.00	1,862.80	6,233.76	51.95	5,766.24	930.84
07.442.720	Capital-Improvements-Other	160,000.00				160,000.00	
07.442.730	Capital-Buildings	40,000.00				40,000.00	
07.492.010	Transfer to General Fund	2,105,000.00	175,417.00	1,052,502.00	50.00	1,052,498.00	1,027,500.00
07.492.300	Transfer to Capital Reserve Fu	545,000.00	136,250.00	545,000.00	100.00	0.00	304,900.00
07.499.000	Fund Bal-Res for Future-Spec	205,000.00				205,000.00	
Total Expenditures		9,333,914.00	759,961.81	4,259,817.51	45.64	5,074,096.49	3,988,886.35
Excess of Revenues over Expenditures for Report		193,586.00	32,261.97	417,516.60		9,924,262.38	346,896.95

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 14 (Fire Tax Protection Fund) to FUND equals 14 (Fire Tax Protection Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
14.301.100	Real Estate Taxes - Current Y	140,538.00		130,583.46	92.92	9,954.54	130,938.69
14.301.200	Real Estate Taxes - Prior Year	300.00		331.56	110.52	31.56-	371.84
14.301.300	Real Estate Taxes- Delinquent		43.25	598.64		598.64-	68.34
14.301.600	Real Estate Taxes - Interim			116.39		116.39-	449.74
14.341.000	Interest Earnings		58.31	169.42		169.42-	196.24
Total Revenues		140,838.00	101.56	131,799.47	93.58	9,038.53	132,024.85
14.411.000	Distribution of Tax Receipts to l	140,838.00	141,697.91	141,697.91	100.61	859.91-	145,271.75
Total Expenditures		140,838.00	141,697.91	141,697.91	100.61	859.91-	145,271.75
Excess of Revenues over Expenditures for Report			141,596.35-	9,898.44-		8,178.62	13,246.90-

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 15 (Road Improvements Fund) to FUND equals 15 (Road Improvements Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
15.301.100	Real Estate Taxes - Current Y	281,076.00		261,162.65	92.92	19,913.35	262,727.13
15.301.200	Real Estate Taxes - Prior Year			726.98		726.98-	743.69
15.301.300	Real Estate Taxes- Delinquent		86.49	739.32		739.32-	
15.301.600	Real Estate Taxes - Interim			232.77		232.77-	910.21
15.341.000	Interest Earnings		131.84	299.83		299.83-	294.39
Total Revenues		281,076.00	218.33	263,161.55	93.63	17,914.45	264,675.42
15.440.705	Road Projects	281,076.00	3,841.83	3,841.83	1.37	277,234.17	
Total Expenditures		281,076.00	3,841.83	3,841.83	1.37	277,234.17	
Excess of Revenues over Expenditures for Report			3,623.50-	259,319.72		295,148.62	264,675.42

Statement of Revenues & Expenditures

BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 30 (Capital Fund) to FUND equals 30 (Capital Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
30.341.000	Interest Earnings	12,500.00	1,506.57	10,651.72	85.21	1,848.28	6,537.20
30.341.040	Sidewalk Interest					0.00	3,973.54
30.351.120	FEMA Reimb - Disaster Relief	343,601.00				343,601.00	384,799.10
30.354.160	902 Municipal Recyc Grant	292,995.00				292,995.00	
30.367.100	Park & Rec Fee-In-Lieu-Of	31,500.00	10,500.00	22,500.00	71.43	9,000.00	10,500.00
30.367.101	Park Trees - Fee-In-Lieu-Of					0.00	6,950.00
30.392.010	Transfer from General Fund					0.00	50.00
30.392.050	Transfer from Refuse Fund	275,000.00		206,250.00	75.00	68,750.00	183,878.00
30.392.070	Transfer from Electric Fund	545,000.00	136,250.00	545,000.00	100.00	0.00	304,900.00
30.392.350	Transfer from Highway Aid Fun	246,532.00				246,532.00	
30.399.000	Fund Balance - Use in Current	284,143.00				284,143.00	
Total Revenues		2,031,271.00	148,256.57	784,401.72	38.62	1,246,869.28	901,587.84
30.402.390	Bank Fees					0.00	50.00
30.405.700	Computer Upgrade	12,000.00		1,115.00	9.29	10,885.00	9,657.99
30.405.740	Historic Building Survey	30,000.00				30,000.00	1,448.00
30.408.310	Engineering - Road Projects	60,000.00	4,815.00	27,218.01	45.36	32,781.99	46,472.59
30.408.313	Engineering - MS4					0.00	1,764.00
30.409.700	Building Capital Improvements-					0.00	82,900.00
30.410.701	Police Vehicles	55,864.00	45,340.00	45,340.00	81.16	10,524.00	54,699.33
30.410.702	Police Equipment					0.00	3,200.00
30.410.703	Police Computer Equipment	38,680.00		47,807.00	123.60	9,127.00-	5,612.00
30.410.704	Police Capital Improvements			7,167.91		7,167.91-	
30.439.000	Road Construction Projects - L	246,532.00				246,532.00	
30.440.700	Public Works Capital Improver	5,575.00				5,575.00	
30.440.702	Public Works Equipment	42,281.00	23,264.25	30,327.49	71.73	11,953.51	
30.440.704	Curb & Sidewalk	12,000.00	888.46	888.46	7.40	11,111.54	881.20
30.440.705	Road Projects			81,026.18		81,026.18-	961.06
30.440.710	Railing & Culverts	100,000.00				100,000.00	
30.440.714	902 Recycling Grant	325,550.00		217,253.11	66.73	108,296.89	
30.451.700	Park & Rec-Fee-In-Lieu-Of-PI	138,000.00				138,000.00	
30.451.701	Park Capital Improvements	50,000.00		3,119.91	6.24	46,880.09	
30.451.702	Multi-Modal Trans-Trail to 9th S		1,344.50	10,461.80		10,461.80-	833.50
30.451.704	LSA - PED Bridge			59,394.50		59,394.50-	
30.451.705	Covered Bridge Refurb	174,000.00	445.70	891.40	0.51	173,108.60	4,041.95
30.458.700	Senior Center Building Fund C	5,000.00				5,000.00	
30.471.000	Debt Service-Principal-Boroug	388,000.00	388,000.00	388,000.00	100.00	0.00	373,000.00
30.472.000	Debt Service Interest - Boroug	18,996.00	1,786.36	10,718.16	56.42	8,277.84	13,064.34
30.472.350	Interest Expense/Bank Fees					0.00	50.00
30.499.000	Fund Bal - Reserve for Future -	328,793.00				328,793.00	
Total Expenditures		2,031,271.00	465,884.27	930,728.93	45.82	1,100,542.07	598,635.96
Excess of Revenues over Expenditures for Report			317,627.70-	146,327.21-		2,347,411.35	302,951.88

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Statement of Revenues & Expenditures

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BOROUGH OF PERKASIE For Period Ending 06/30/2024

Selecting on FUND equals 35 (Highway Aid Fund) to FUND equals 35 (Highway Aid Fund)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
35.341.000	Interest Earnings	2,000.00		2,203.29	110.16	203.29-	3,317.12
35.355.020	State Liquid Fuels Tax	243,772.00		246,229.48	101.01	2,457.48-	247,874.30
35.355.030	State Road Turnback Payment	760.00		760.00	100.00	0.00	760.00
Total Revenues		246,532.00		249,192.77	101.08	2,660.77-	251,951.42
35.439.000	Road Construction Projects	246,532.00				246,532.00	
Total Expenditures		246,532.00			0.00	246,532.00	
Excess of Revenues over Expenditures for Report				249,192.77		243,871.23	251,951.42

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BOROUGH OF PERKASIE

For Period Ending 06/30/2024

Selecting on FUND equals 36 (Fund - 36) to FUND equals 36 (Fund - 36)

ACCOUNT	DESCRIPTION	ANNUAL BUDGET	CURRENT PERIOD	YEAR TO DATE	% USED	BUDGET REMAINING	PRIOR YEAR TO DATE
36.341.000	Interest Earnings	2,000.00	94.19	1,171.11	58.56	828.89	1,824.44
36.351.022	ARPA Proceeds	288,146.00				288,146.00	
Total Revenues		290,146.00	94.19	1,171.11	0.40	288,974.89	1,824.44
36.408.313	Engineering - Stormwater Proj					0.00	4,573.00
36.410.701	Police Vehicles					0.00	2,214.15
36.410.702	Police Equipment					0.00	13,256.00
36.426.701	Recycling Center Capital Impr					0.00	15,750.00
36.427.702	Public Works Equipment	59,224.00		59,224.29	100.00	0.29-	
36.442.705	Permitting Software					0.00	3,900.00
36.451.701	Parks Capital Improvements			65,189.07		65,189.07-	11,934.68
36.451.702	Grant Match - Keystone Comm	25,000.00				25,000.00	
36.452.700	Menlo Aquatics Center Capital					0.00	28,660.00
36.499.000	Fund Balance Reserved for Fu	205,922.00				205,922.00	
Total Expenditures		290,146.00		124,413.36	42.88	165,732.64	80,287.83
Excess of Revenues over Expenditures for Report			94.19	123,242.25-		454,707.53	78,463.39-



**PERKASIE BOROUGH
BOROUGH ENGINEER STATUS REPORT
FOR OPEN DEVELOPMENT AND MUNICIPAL PROJECTS
AS OF JUNE 30, 2024**

SUBDIVISION AND LAND DEVELOPMENT PROJECTS (ACTIVE)

1. **Hidden Meadow (Originally Kratz Subdivision)**
South Main Street
 - Miscellaneous correspondence with Borough Staff and Developer.
 - The 18-month maintenance period expired on April 17, 2024.
2. **Constitution Square**
108 East Walnut Street
 - Continued the Site Observation.
 - Miscellaneous coordination and correspondence with G&A Staff and Borough Staff.
3. **Spruce Street Townhouses**
W. Spruce Street
 - No action has taken place by G&A this month.
4. **Spruce Street Redevelopment**
601 Spruce Street
 - Continued the Site Observation.
5. **Glen Enterprises Building Permit**
1215 N. Ridge Road
 - No action has taken place by G&A this month.
6. **Rolftech, LLC Grading Permit**
118 S. 2nd Street
 - No action has taken place by G&A this month.
7. **8th Street Commons (Apartment Building)**
N. 8th Street
 - Prepared for and Attended Council Meeting on June 3, 2024 to discuss Amended Record Site Plan, which was approved.
 - Attended Council Meeting on June 17, 2024 to discuss the Resolution, which was approved.
 - Miscellaneous correspondence with Borough Staff.
8. **Perry Mill (a.k.a. 8th Street Commons Rowhomes)**
N. 8th Street
 - Reviewed all required documentation, Certified Quantities, updated Escrow Status Report, and prepared Recommendation Letter and Certificate of Completion for the Request for Financial Security Escrow Release #9 dated June 11, 2024.
 - Visited the site on June 13, 2024 with Borough Manager and Adjoining Property Owner to discuss runoff issue along property line.
 - Attended Site Meeting on June 19, 2024 with Developer to discuss runoff issue along property line.

- Continued the Site Observation.
- Miscellaneous correspondence with G&A Staff, Borough Staff, Developer, and Adjoining Property Owner.

9. **306 N. Fifth Street Redevelopment (a.k.a. Chant Tract)**

306 N. 5th Street

- Miscellaneous correspondence with Design Consultant.

10. **Green Ridge Estates East**

28 North Ridge Road

- Prepared for and Attended Council Meeting on June 3, 2024 to discuss the use of propane for the development, which was approved.
- Attended Council Meeting on June 17, 2024 to discuss the Resolution, which was approved.
- Reviewed the revised Building Permit Plan for Lot 5 and finalized the Building Permit Plan Approval Letter dated June 18, 2024.
- Finalized the Building Permit Plan Approval Letter for Lot 2 dated June 18, 2024.
- Miscellaneous coordination and correspondence with G&A Staff, Borough Staff and Developer.

11. **124 S. 3rd Street Building Permit**

124 S. 3rd Street

- No action has taken place by G&A this month.

12. **Restaurant and Beer Garden**

606 W. Chestnut Street

- No action has taken place by G&A this month.

13. **The Kratz Tract**

N. 5th Street & W. Blooming Glen Drive

- No action has taken place by G&A this month.

14. **WP Perkasie LLC Conditional Use**

N. 5th Street & W. Blooming Glen Drive

- No action has taken place by G&A this month.

15. **Green Ridge Estates West**

414 South Ridge Road

- Attended Site Meeting on June 25, 2024 with Developer, Design Consultants and PennDOT to discuss Highway Occupancy Permit Application.

16. **Griffo Tract Lot 1**

510 Haven Court

- No action has taken place by G&A this month.

17. **65 S. Main Street**

65 S. Main Street

- No action has taken place by G&A this month.

18. **200 S. Main Street**

200 S. Main Street

- No action has taken place by G&A this month.

19. **1229 N. Ridge Road**

1229 N. Ridge Road

- No action has taken place by G&A this month.

20. **Perkasie Regional Authority – Reservoir Replacement**

N. Ridge Road & Ridge Avenue

- Continued the Site Observation.
- Miscellaneous correspondence with Design Consultant.

21. **545 Constitution Avenue**

545 Constitution Avenue

- No action has taken place by G&A this month.

22. **601 W. Park Avenue**

601 W. Park Avenue

- No action has taken place by G&A this month.

23. **911 N. 7th Street**

911 N. 7th Street

- No action has taken place by G&A this month.

24. **St. Stephen's United Church of Christ**

110 & 114 N. 6th Street

- No action has taken place by G&A this month.

25. **140 S. Main Street**

140 S. Main Street

- No action has taken place by G&A this month.

26. **Nyce Minor Subdivision**

1017 N. Ridge Road

- Continued the Site Observation.

27. **McDonald's Drive-Thru**

503 Constitution Avenue

- No action has taken place by G&A this month.

SUBDIVISION AND LAND DEVELOPMENT PROJECTS (INACTIVE)

1. **106 & 108 N. 7th Street**

106 & 108 N. 7th Street

- The project is in the 18-month maintenance period set to expire on February 1, 2025.

2. **Pennridge Airport Business Park**

1100 North Ridge Road

- The project is in the 18-month maintenance period set to expire in June of 2025.

3. **Perkasie Green Subdivision**

Ridge Road (S.R.0563) and Park Avenue (S.R.4052)

- The project is in the 18-month maintenance period set to expire in June of 2025.

4. **The Perk Restaurant Addition**

501 E. Walnut Street

- No action has taken place by G&A this month.

5. **Perkasie Square Shopping Center Minor Subdivision**

505 Constitution Avenue

- No action has taken place by G&A this month.

6. **Jelski Minor Subdivision**

11 Fairview Avenue

- No action has taken place by G&A this month.

7. **Piper Group Land Development**

Ridge Road (S.R.0563)

- No action has taken place by G&A this month.

8. **Tecce Subdivision**

North Ridge Road

- No action has taken place by G&A this month.

GENERAL BOROUGH PROJECTS

1. **NPDES MS4, Phase II**

Borough Wide

- Updated Easement Spreadsheet for Pleasant Spring Creek Streambank Stabilization project.
- Continued to design the streambank stabilization for several portions of Pleasant Spring Creek.
- Continued to prepare the Construction Plans for the Pleasant Spring Creek Streambank Stabilization project.
- Started to prepare the application for General Permit No. 11 for the Pleasant Spring Creek Streambank Stabilization Project.
- Miscellaneous coordination and correspondence with G&A Staff and Borough Staff.

2. **2024 Road Program**

Borough Wide

- Reviewed contract documents for both Programs.
- Coordinated the Pre-Construction Meeting for both Programs with G&A Staff, Borough Staff, and Contractors.
- Prepared for and Attended Pre-Construction Meeting at Borough Hall on June 6, 2024 for both Programs.
- Prepared Meeting Minutes and Attendance List from Pre-Construction Meeting.
- Reviewed submittals for 2024 Paving Program and prepared the 1st Submittal Review Letter dated June 11, 2024.
- Reviewed submittals for 2024 Concrete Program and prepared the 1st Submittal Review Letter dated June 25, 2024.
- Started to review additional submittals for 2024 Concrete Program and started to prepare the 2nd Submittal Review Letter.
- Marked out concrete replacement for 2024 Concrete Program.
- Miscellaneous coordination and correspondence with G&A Staff and Borough Staff.

3. **Public Works Facility**

311 South 9th Street

- No action has taken place by G&A this month.

4. **Lenape Park Amphitheater Improvements**

Lenape Park

- No action has taken place by G&A this month.

5. **Zoning Services**

- Reviewed the Zoning Hearing Board Application Package and Zoning Officer Summary for both 106 E. Walnut Street and 607 W. Park Avenue and prepared correspondences with comments to Zoning Officer. Also, telephone conversation with Zoning Officer in reference to results of reviews.
- Attended Meeting on June 6, 2024 with Borough Staff to discuss awning at Van Lieus Brewery.

-
- Attended Meeting at Van Lieus Brewery on June 6, 2024 with Borough Staff, Owner and Contractor to discuss awning.
 - Reviewed Borough's Noise Ordinance.
 - Conducted a final inspection at 431 Juliana Way, signed Grading Permit and prepared approval correspondence to Zoning Officer.
6. **DCNR Multifunctional Riparian Buffer Grant**
Borough Wide
 - No action has taken place by G&A this month.
 7. **Green Light - Go Grant**
S. 5th Street and W. Walnut Street
 - No action has taken place by G&A this month.
 8. **BTM Peaking Project**
W. Market Street
 - No action has taken place by G&A this month.
 9. **Perkasie Covered Bridge**
Lenape Park
 - Finalized the Documents for the Request for Proposal (RFP) to hire a Specialist for the rehabilitation of the wooden portion of the covered bridge.
 - Developed PennBID Solicitation and uploaded Request for Proposal (RFP) to hire a Specialist for the rehabilitation of the wooden portion of the covered bridge.
 - Miscellaneous correspondence with Borough Staff.
 10. **SEPTA Freight House Parcel**
W. Market Street and N. 8th Street
 - No action has taken place by G&A this month.
 11. **W. Park Avenue Improvements**
W. Park Avenue
 - No action has taken place by G&A this month.
 12. **W. Market Street Traffic Study**
W. Market Street
 - No action has taken place by G&A this month.
 13. **Hazard Mitigation Grant Program**
Borough Wide
 - No action has taken place by G&A this month.
 14. **Stream Evaluation for East Branch Perkiomen Creek**
East Branch Perkiomen Creek
 - No action has taken place by G&A this month.
 15. **S. 7th Street Endwall Project**
S. 7th Street Culvert
 - No action has taken place by G&A this month.
 16. **The Mill Property**
200 S. Main Street
 - No action has taken place by G&A this month.

17. Lenape Park Pedestrian Bridge

Lenape Park

- Reviewed all required documentation and prepared Application for Payment Request #1-Final and emailed documents to Contractor for signature.
- Reviewed the closeout documents and weekly certified payrolls, prepared Application for Payment Request #1-Final Letter, assembled application package dated June 24, 2024, and emailed package to Borough.
- Miscellaneous coordination with G&A Staff.

18. N. 5th Street Storm Sewer System

N. 5th Street

- Started to revise the Highway Occupancy Permit (HOP) Plans and Application based on comments from PennDOT.
- Attended Virtual Meeting on June 18, 2024 with PennDOT to discuss PennDOT Review Letter.
- Visited site on June 18, 2024 to analyze existing inlets at culvert.
- Visited site on June 19, 2024 with Borough Manager to analyze existing inlets at culvert.
- Prepared Meeting Minutes for virtual meeting with PennDOT.
- Visited site on June 25, 2024 to acquire additional measurements of existing inlets at culvert.
- Miscellaneous coordination and correspondence with G&A Staff, 2024 Road Program Contractor and PennDOT.

19. Private Alley Storm Sewer System

Alley between Race & Arch Streets

- No action has taken place by G&A this month.

20. Parking Lot Condition Survey

Borough Wide

- No action has taken place by G&A this month.

21. W. Blooming Glen Drive Traffic Study

W. Blooming Glen Drive

- Finalized Pavement Marking Plans to reduce the left turn lane and provide more on-street parking.

22. Lenape Park Skate Park Improvements

Lenape Park

- Reviewed all required documentation and prepared Application for Payment Request #1-Final and Change Order #1-Final and emailed documents to Contractor for signature.
- Reviewed the closeout documents and weekly certified payrolls, prepared Application for Payment Request #1-Final Letter, assembled application package dated June 24, 2024, and emailed package to Borough.
- Miscellaneous correspondence with Borough Staff and Contractor.

23. Misc. Consulting Services

- Prepared June's Engineer's Report.
- Miscellaneous coordination and correspondence with G&A Staff, Borough Staff, Elected Officials, and PennDOT.



BOROUGH OF PERKASIO

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

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

APPEAL TO ZONING HEARING BOARD

It is the applicant's responsibility to complete all pertinent sections of this form. Please contact the Zoning Officer prior to submittal if you need any assistance.

1. Date: 5/30/2024
2. A. Property Address: 607 West Park Ave, Perkasio, PA 18944
B. Property Location (With reference to nearby intersections or prominent features):

C. Tax Parcel Number (TMP): 33-004-117
D. Zoning District: 12
E. Present Use: Manufacturing (G4)

3. Classification of Appeal (Check one or more if applicable):

- ☒ Request for Variance (Zoning Ordinance 186-101)
☐ Request for Special Exception (Zoning Ordinance 186-102)
☐ Interpretation of Law
☐ Validity Challenge
☐ Appeal from Determination of Zoning Officer or Borough Engineer



4. Applicant:
 - (a) Name: D and O LLC
 - (b) Mailing address: 2650 Kiansas ave
Bensalem, PA 19020
 - (c) Telephone number: +12672661671 Fax No. _____
 - (d) E-mail address: lyarinich@yahoo.com
 - (e) State whether owner of legal title, owner of equitable title, or tenant with the permission of owner of legal title:
Pennsylvania

COMPLETED BY THE BOROUGH: APPLICATION # _____	DATE FILED _____	FEE PAID \$ _____
DATE ADVERTISED _____	DATE POSTED _____	

5. Applicant's attorney, if any:

(a) Name: Martin Ghen

(b) Mailing Address: _____

(c) Telephone number: 215-208-5451 Fax No. _____

(d) E-mail address: _____

6. Proposed use/improvements: Proposed kennel

7. For Request of Variance:

A. Nature of Variance Sought: Relief from the required 100ft setback from lot lines for Kennel use.

B. The Variance is from Section 186-18E (8) of the Zoning Ordinance.

C. If more than one Variance is requested, list ALL pertinent ordinance sections and the nature of each Variance sought. This may be submitted on an additional piece of paper.

D. The nature of the unique circumstances and unnecessary hardship justifying the variance:

The building is existing and covers majority of the lot.

The lot is not large enough to have 100ft setbacks.

8. For Request For Special Exception:

A. Nature of Exception Sought: _____

B. The exception is allowed under Section _____ of the Zoning Ordinance.

C. If more than one Special Exception is requested, List ALL pertinent ordinance sections and the nature of each exception sought. This may be submitted on an additional piece of paper.

9. Interpretation of Law

A. Section (s) to be Interpreted: _____

B. Reasoning for Interpretation: _____

10. For Challenge to Zoning Ordinance and/or Map

A. The Ordinance and/or Map Challenge is as Follows: _____

B. The Challenge is Ready for Decision because: _____

C. The Ordinance/Map Challenged is Invalid Because: _____

11. For Appeal From Action Of Zoning Officer/Engineer

A. Action Being Appealed: _____

B. Date of Action Taken: _____

C. The Foregoing Action was Believed to be in Error Because: _____

12. List names and addresses of all property owners whose properties are within a 100 foot radius of the property which is the subject of this application. (Supplemental sheets of the same size may be attached)

Will be provided

I (We) hereby certify that the above information is true and correct to the best of my (our) knowledge, information or belief.

Signature of Applicant: _____

P. O. C. C.

Signature of Property Owner: _____

DocuSigned by:
Sainnucare III
9A0A5FCF526F472...

Property owner must sign to indicate that applicant has permission to proceed with this application for the subject site.

Failure to submit the following items constitutes an incomplete application that will be rejected.

- Copy of the present deed.
- Twelve (12) copies of this application including all drawings and documentation.
- Filing fee as illustrated below.

*See Additional Notes for Pertinent Information Regarding This Application.

***Notes:**

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

Variance/Special Exception/Interpretations of Law

Residential	\$600.00	Non-residential	\$1,000.00
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Note: This application must be filed with the Borough Office by 12 Noon of the last working day of the month to be on the agenda for the following month.

- (3) Applicants are advised to read Article 1X of the Perkasié Borough Zoning Ordinance, available online at www.perkasieborough.org or at the Borough office. A copy of this section may be requested.

Application revised 2/28/14

Perk 7 LLC

317 S 7th St

Perkasie PA 18944

78 Industrial Drive LLC

320 S 7th St

Perkasie PA 18944

Krank 700 West Park, LLC

700 W Park Ave

Perkasie PA 18944

McCalley, Patrick**Ziegler, Rosian**

601 W Park Ave

Perkasie PA 18944

Haslego, Michael & Brenda

602 W Park Ave

Perkasie PA 18944

Detweiler, Eric J & Wendy S

608 W Park Ave

Perkasie PA 18944

Krout, Richard L

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2017022726

Recorded On 4/20/2017 At 12:16:04 PM

* Total Pages - 12

* Instrument Type - DEED

Invoice Number - 866705 User - AA

* Grantor - BROADDUS T NASH MARITAL TR

* Grantee - SAINNOCARE L L C

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

STATE TRANSFER TAX	\$3,750.00
RECORDING FEES	\$108.00
PENNRIDGE SCHOOL	\$1,875.00
DISTRICT REALTY TAX	
PERKASIE BOROUGH	\$1,875.00
TOTAL PAID	\$7,608.00

Bucks County UPI Certification
On April 20, 2017 By TF

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RECEIVED

MAY 31 2024

BOROUGH OF PERKASIE

RETURN DOCUMENT TO:
AMERICAN LAND TRANSFER, INC.
4486 YORK ROAD, P.O. BOX 670
BUCKINGHAM, PA 18912

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Joseph J. Szafran, Jr.
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

12E10A



CERTIFIED PROPERTY IDENTIFICATION NUMBERS
33-004-117- - PERKASIE BOR
CERTIFIED 04/20/2017 BY TF

PREPARED BY AND RETURN TO:
AMERICAN LAND TRANSFER INC.
P.O. BOX 670
BUCKINGHAM, PA 18912
17-3347-AL

PARCEL: 33-004-117

This Indenture

DELIVERED & ACCEPTED

4/13/17

MADE THE

20th

day

of *March*

in the year of our Lord

Two Thousand Seventeen (2017)

BETWEEN,

Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broaddus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broaddus Culbertson, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broaddus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broaddus Culbertson as to an undivided 17% interest; and B. Kirk Broaddus, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broaddus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broaddus as to an undivided 17% interest

(hereinafter called the "Grantors", of the one part,

AND

Sainnocare, LLC

(hereinafter called the "Grantee", of the other part.

WITNESSETH, That the said Grantors

for and in consideration of the sum of

\$375,000.00

lawful money of the United States of America, unto them well and truly paid by the said Grantee(s), at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged, has granted, bargained and sold, aliened, enfeoffed, released and confirmed, and by these presents does grant, bargain and

sell, alien, enfeoff, release and confirm unto the said Grantee, their heirs and assigns.

ALL THOSE two tracts of land situate in Perkasia Borough, Bucks County, Pennsylvania, designated as Lots Nos. 130 and 129 on a Plan of Perkasia Realty and Improvement Company, being bounded and described as follows, to wit;

TRACT NO. 1 BEING Lot No. 130 BEGINNING at a corner at the intersection of the outside curbline along Park Avenue and the inside curbline along Seventh Street, thence extending along the inside curbline along Seventh Street North fifty-six degrees and twenty-five minutes East eighty-seven feet and eight tenths to a point a corner in line with Lot No. 129; thence extending along Lot No. 129 South thirty-three degrees thirty-five minutes East one hundred and nine feet and three tenths to a point a corner in the Northern line of a twelve feet wide alley; thence extending along the Northern side of said alley South fifty-eight degrees forty-five minutes West seventy-three feet and four tenths to a point a corner along the Eastern side of Park Avenue; thence along the Eastern side of Park Avenue North forty-one degrees sixteen minutes West one hundred and seven feet and three tenths to a point, a corner, the place of BEGINNING.

Containing eighty-seven hundred and twenty-eight square feet of land, more or less.

TRACT NO. 2 BEING Lot No. 129 BEGINNING at a corner in the inside pavement line along the Southern side of Seventh Street being also a corner of the above described Lot No. 130; thence extending along the inside pavement line along Seventh Street North fifty-six degrees twenty-five minutes East fifty feet to a point a corner in line with Lot No. 128; thence extending along Lot No. 128 South thirty-three degrees thirty-five minutes East one hundred eleven feet four tenths to a point a corner along the Northern side of a twelve feet wide alley; thence along the Northern side of said alley South fifty-eight degrees forty-five minutes West fifty feet and five one hundredths to a point, a corner in line with Lot No. 130; thence extending along Lot No. 130 North thirty-three degrees thirty-five minutes West one hundred and nine feet and three tenths to a point, the place of BEGINNING.

Containing fifty-five hundred and two square feet of land, more or less.

BEING part of the same premises which Nockamixon-Bucks Industrial and Commercial Development Authority by Deed dated 2-7-11 and recorded 2-16-11 in Bucks County in Land Record Book 6657 page 558 conveyed unto Gloria Moncur Broadus and Wallace M. Starke, Trustees of the T. Nash Broadus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broadus Culbertson and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broadus Culbertson as to an undivided 17% interest; and B. Kirk Broadus and Wallace M. Starke, Trustee of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broadus as to an undivided 17% interest, in fee.

AND Said Gloria Moncur Broadus died May 4, 2015 leaving Stephen K. Chadwick and Wallace M. Starke remaining Trustees of the T. Nash Broadus Marital Trust.

AND WHEREAS by Resignation of Trustee and Appointment of Trustee dated July 23, 2012 Elizabeth, Stephen K. Chadwik and Wallace M. Starke commenced serving as Co-Trustees of the GST Trust for Elizabeth,

AND WHEREAS by Resignation of Trustee and Appointment of Trustee dated July 23, 2012 Kirk, Stephen K Chadwick and Wallace M. Starke commenced serving as Co-Trustees of the GST Trust for Kirk.

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

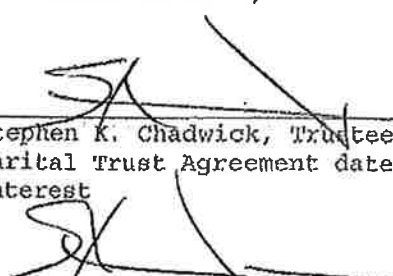
TO HAVE AND TO HOLD the said buildings and improvements hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

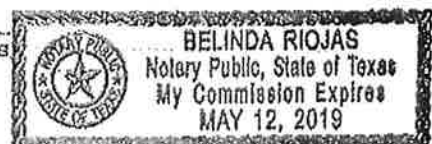
AND the said Grantors, their heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and Assigns, that it the said Grantor, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and Assigns, against it the said Grantors, their heirs and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them shall and will.

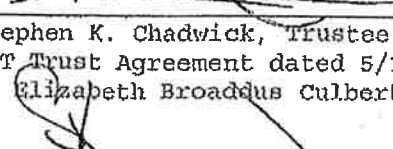
Therefore, will all the said WARRANT and forever DEFEND.

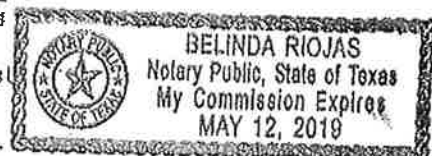
IN WITNESS WHEREOF

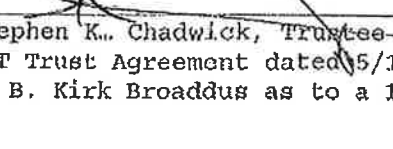
SEALED AND DELIVERED }
IN THE PRESENCE OF US: }

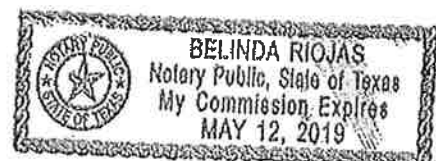

Stephen K. Chadwick, Trustee of the T. Nash Broadbus
Marital Trust Agreement dated 5/11/2000 as to a 66%
interest




Stephen K. Chadwick, Trustee of the T. Nash Broadbus
GST Trust Agreement dated 5/11/2000 for the Benefit
Of Elizabeth Broadbus Culbertson as to a 17% interest




Stephen K. Chadwick, Trustee of the T. Nash Broadbus
GST Trust Agreement dated 5/11/2000 for the Benefit
Of B. Kirk Broadbus as to a 17% interest

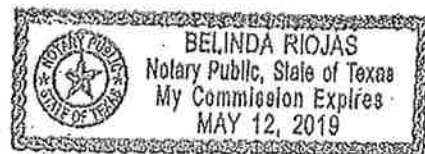


State of Texas
County of Lubbock

On this, the 22nd day of March, 2017, before me, the undersigned personally appeared Stephen K. Chadwick, Trustee, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purposes therein contained.

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

Belinda Riojas
Notary Public



DEED

Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broadus Culbertson, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broadus Culbertson as to an undivided 17% interest; and B. Kirk Broadus, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broadus as to an undivided 17% interest

TO

Sainnocare ; LLC

PREMISES: 607 West Park Avenue, Perkasie, PA 18944

RECORDED in Deed Book _____ page _____
GIVEN under my hand and the seal of the said office, the said office, the date above written.

Recorder of Deeds

GRANTEE MAILING ADDRESS:

CERTIFIED: _____

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said buildings and improvements hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

AND the said Grantors, their heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and Assigns, that it the said Grantor, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and Assigns, against it the said Grantors, their heirs and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them shall and will

WARRANT and forever DEFEND.

IN WITNESS WHEREOF

SEALED AND DELIVERED }
IN THE PRESENCE OF US: }

Wallace M. Starke

Wallace M. Starke, Trustee of the T. Nash Broadus
Marital Trust Agreement dated 5/11/2000 as to a 66%
interest

Wallace M. Starke

Wallace M. Starke, Trustee of the T. Nash Broadus
GST Trust Agreement dated 5/11/2000 for the Benefit
Of Elizabeth Broadus Culbertson as to a 17% interest

Wallace M. Starke

Wallace M. Starke, Trustee of the T. Nash Broadus
GST Trust Agreement dated 5/11/2000 for the Benefit
Of B. Kirk Broadus as to a 17% interest

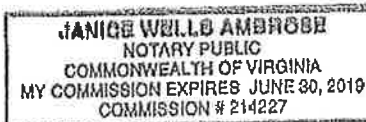
Wallace M. Starke
WALLACE M. STARKE

State of Virginia
County of Virginia Beach

On this, the 20 day of March 2017, before me, the undersigned personally appeared Wallace M. Starke, Trustee, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purposes therein contained.

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

Janice Wells Ambrose
Notary Public



DEED

Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broadus Culbertson, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broadus Culbertson as to an undivided 17% interest; and B. Kirk Broadus, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broadus as to an undivided 17% interest

TO

Sainnocare, LLC

PREMISES: 607 West Park Avenue, Perkasie, PA 18944

RECORDED in Deed Book _____ page _____
GIVEN under my hand and the seal of the said office, the said office, the date above written.

Recorder of Deeds

GRANTEE MAILING ADDRESS:

CERTIFIED: _____

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said buildings and improvements hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

AND the said Grantors, their heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and Assigns, that it the said Grantor, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and Assigns, against it the said Grantors, their heirs and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them shall and will

WARRANT and forever DEFEND.

IN WITNESS WHEREOF

SEALED AND DELIVERED)
IN THE PRESENCE OF US: }



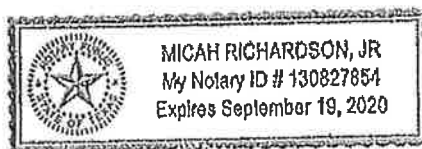
B. Kirk Broadus, Trustee of the T. Nash Broadus
GST Trust Agreement dated 5/11/2000 for the Benefit
of B. Kirk Broadus as to a 17% interest

State of Texas
County of Williamson ^{MR} Travis

On this, the 21 day of March 2017, before me, the undersigned personally appeared B. Kirk Broadus, Trustee, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purposes therein contained.

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

Notary Public



DEED

Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broadus Culbertson, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broadus Culbertson as to an undivided 17% interest; and B. Kirk Broadus, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broadus as to an undivided 17% interest

TO

Sainnocare, LLC

PREMISES: 607 West Park Avenue, Perkasie, PA 18944

RECORDED in Deed Book _____ page _____
GIVEN under my hand and the seal of the said office, the said office, the date above written.

Recorder of Deeds

GRANTEE MAILING ADDRESS:

CERTIFIED: _____

TOGETHER with all and singular the buildings and improvements, ways, streets, alleys, passages, waters, water-courses, rights, liberties, privileges, hereditaments and appurtenances, whatsoever thereunto belonging, or in any wise appertaining, and the reversions and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, property, claim and demand whatsoever of it in law as in equity, or otherwise howsoever, of, in, and to the same and every part thereof.

TO HAVE AND TO HOLD the said buildings and improvements hereditaments and premises hereby granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantees, their heirs and assigns, to and for the only proper use and behoof of the said Grantees, their heirs and assigns forever.

AND the said Grantors, their heirs and assigns does by these presents, covenant, grant and agree, to and with the said Grantee, their heirs and Assigns, that it the said Grantor, all and singular the hereditaments and premises herein above described and granted, or mentioned and intended so to be, with the appurtenances, unto the said Grantee, their heirs and Assigns, against it the said Grantors, their heirs and assigns and against all and every person or persons whomsoever lawfully claiming or to claim the same or any part thereof, by, from or under them shall and will

WARRANT and forever DEFEND.

IN WITNESS WHEREOF

SEALED AND DELIVERED }

IN THE PRESENCE OF US: }

 TRUSTEE

Elizabeth Broadus Culbertson, Trustee of the T. Nash Broadus GST Trust Agreement dated 5/11/2000 for the Benefit of Elizabeth Broadus Culbertson as to a 17% interest

State of Georgia
County of Cherokee

On this, the 23 day of March 2017, before me, the undersigned personally appeared Elizabeth Broadus Culbertson, Trustee, known to me (satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledge that he executed the same for the purposes therein contained.

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

Melanie R Hagan
Notary Public

MELANIE R HAGAN
Notary Public
Cherokee County
State of Georgia
My Commission Expires Jul 16, 2018

DEED

Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus Marital Trust created under Trust Agreement dated 5-11-00 as to an undivided 66% interest; Elizabeth Broadus Culbertson, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Elizabeth Broadus Culbertson as to an undivided 17% interest; and B. Kirk Broadus, Stephen K. Chadwick and Wallace M. Starke, Trustees of the T. Nash Broadus GST Trust created under Trust Agreement dated 5-11-00 for the benefit of Kirk Broadus as to an undivided 17% interest

TO

Sainnocare, LLC

PREMISES: 607 West Park Avenue, Perkasie, PA 18944

RECORDED in Deed Book _____ page _____
GIVEN under my hand and the seal of the said office, the said office, the date above written.

Recorder of Deeds

GRANTEE MAILING ADDRESS:

607 West Park Ave
Perkasie, Pa 18944

CERTIFIED: *[Signature]*

BUCKS COUNTY RECORDER OF DEEDS

55 East Court Street
Doylestown, Pennsylvania 18901
(215) 348-6209

Instrument Number - 2019004348

Recorded On 1/28/2019 At 10:58:28 AM

* Total Pages - 9

* Instrument Type - DEED AGREEMENT - NO PROPERTY TRANSFER

Invoice Number - 984623 User - TLF

* Grantor - BROADDUS T NASH MARITAL TR

* Grantee - SAINNOCARE L L C

* Customer - SIMPLIFILE LC E-RECORDING

*** FEES**

RECORDING FEES	\$116.75
TOTAL PAID	\$116.75

Bucks County UPI Certification
On January 28, 2019 By TF

This is a certification page

DO NOT DETACH

This page is now part
of this legal document.

RECEIVED

MAY 31 2024

BOROUGH OF PERKASIE

RETURN DOCUMENT TO:

TOHICKON SETTLEMENT SERVICES, INC.
5230 YORK ROAD & #10; PO BOX 125
HOLICONG, PA 18928

I hereby CERTIFY that this document is
recorded in the Recorder of Deeds Office
of Bucks County, Pennsylvania.



Robin M. Robinson

Robin M. Robinson
Recorder of Deeds

* - Information denoted by an asterisk may change during
the verification process and may not be reflected on this page.

15070E



89767BS

CERTIFIED PROPERTY IDENTIFICATION NUMBERS		
33-004-117-	-	PERKASIE BOR
33-004-116-	-	PERKASIE BOR
33-004-020-	-	PERKASIE BOR
CERTIFIED 01/28/2019 BY TF		

Prepared by Edward M. Wild, Esquire
 And return to: Benner and Wild
 174 West State Street
 Doylestown, PA 18901

CPN # 33-004-117
 33-004-116
 33-004-020

FIRST AMENDMENT TO AGREEMENT AND DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS

THIS FIRST AMENDMENT TO AGREEMENT AND DECLARATION OF COVENANTS, EASEMENTS AND RESTRICTIONS (the "First Amendment") is made as of the 14 day of September, 2018, by T. Nash Broadus Marital Trust, T. Nash Broadus GST Trust f/b/o E. B. Culbertson and T. Nash Broadus GST Trust f/b/o B. K. Broadus ("Broadus") and Sainnocare, LLC ("Sainnocare").

BACKGROUND

A. Broadus owned the tracts or parcels known as 700 W. Park Avenue, Perkasio Borough TMP 33-004-020 ("Lot 1"); 607 W. Park Avenue, Perkasio Borough TMP 33-004-117 ("Lot 2") and the property at the corner of W. Park Avenue and S. 7th Street, TMP 33-004-116 (the "Parking Lot").

B. The Parking Lot includes 26 parking spaces as depicted on the aerial photograph attached hereto as Exhibit "A" and numbered as spaces 1 through 26.

C. Broadus allocated the 26 parking spaces in the Parking Lot to Lot 1 and to Lot 2 respectively, as set forth in the Agreement and Declaration of Covenants, Restrictions and Easements ("Declaration") recorded in the Buck County Land Records at Instrument No. 2017022709.

D. Following the recordation of the Declaration, Broadus sold, transferred and conveyed Lot 2 to Sainnocare.

E. On or about November 21, 2017 Broadus and the property owner of the parcel located at 320 South Seventh Street, Perkasio, PA, being Bucks County Tax Parcel 33-004-116-001 agreed to that certain Agreement and Declaration of Covenants, Restrictions and Easements ("Agreement") that confirmed the provision of electric service to the parking lot.

F. Broadus and Sainnocare now intend to re-allocate the parking spaces and reaffirm the provisions of the Declaration and affirm the provisions in the Agreement, except as modified herein.

NOW THEREFORE, Broadus and Sainnocare, for good and valuable consideration and intending to be legally bound for themselves and for each of their

respective successors, legal representatives and assigns, agree and declare as follows:

1. Paragraphs 3.2.1 and 3.2.2 of the Declaration as recorded are stricken and replaced with the following:

3.2 Parking Easements with respect to the Parking Lot Only.

3.2.1 Lot 1 shall have exclusive use of the portions of the Parking Lot spaces numbered or identified as 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 15, 16, 17 and 18 on the Parking Plan.

3.2.2 Lot 2 shall have exclusive use of the portions of the Parking Lot spaces numbered or identified as 13, 14, 19, 20, 21, 22, 23, 24, 25 and 26 on the Parking Plan.

2. Paragraph 4.1 "Allocation of Costs" is amended to include costs of any electric bills or statements for the lights operating in the Parking Lot, as a cost to be allocated as required by the Declaration and the Agreement.

3. To the extent of any conflict between the Declaration, the Agreement and this First Amendment, the terms of this First Amendment shall control.

5. In all other respects, except as revised or amended, the terms of the Agreement and Declaration are restated, ratified and affirmed in their entirety.

Sainnocare, LLC

BY:

A. R. L. Raju
Rama L. R. Gadi Raju

STATE OF PA
COUNTY OF Bucks : SS.

On this 14th day of September, 2018 before me, a notary public for said State and County, the undersigned officer, personally appeared Rama L. R. Gadi Raju who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he, being authorized to do so, executed the same on behalf of Sainnocare, LLC for the purposes therein contained in his authorized capacity by the signature of his name.

IN WITNESS WHEREOF, I hereunto set my name and official seal the day and year first above written.

COMMONWEALTH OF PENNSYLVANIA

"NOTARIAL SEAL"
DONNA M. BENNER, Notary Public
Perkasie Boro, Bucks County
My Commission Expires Sept. 6, 2020

Donna Benner

Notary Public

STEPHEN K. CHADWICK CO- TRUSTEE OF THE T. NASH BROADDUS MARITAL TRUST CREATED UNDER TRUST AGREEMENT DATED MAY 11, 2000 AS TO A 66% INTEREST

By: [Signature]
Stephen K. Chadwick, Co-Trustee

THE T. NASH BROADDUS GST TRUST f/b/o Elizabeth Broaddus Culbertson under Trust Agreement dated May 11, 2000 as to a 17% interest,

By: [Signature]
Stephen K. Chadwick, Co-Trustee

THE T. NASH BROADDUS GST TRUST f/b/o B. Kirk Broaddus under Trust Agreement dated May 11, 2000 as to a 17% interest

By: [Signature]
Stephen K. Chadwick, Co-Trustee

STATE OF TX

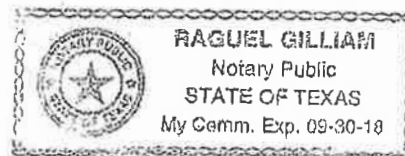
COUNTY OF Wbbock

SS.

On this 25th day of Sept., 2018 before me, a notary public for said State and County, the undersigned officer, personally appeared **Stephen K. Chadwick**, Trustee of the T. Nash Broaddus Marital Trust, The T. Nash Broaddus GST Trust f/b/o Elizabeth Broaddus Culbertson and The T. Nash Broaddus GST Trust f/b/o B. Kirk Broaddus who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained in his authorized capacity by the signature of his name.

IN WITNESS WHEREOF, I hereunto set my name and official seal the day and year first above written.

[Signature]
Notary Public



WALLACE M. STARKE CO-TRUSTEE OF THE T. NASH BROADDUS MARITAL TRUST CREATED UNDER TRUST AGREEMENT DATED MAY 11, 2000 AS TO A 66% INTEREST

By: Wallace M. Starke
Wallace M. Starke, Co-Trustee

THE T. NASH BROADDUS GST TRUST f/b/o Elizabeth Broaddus Culbertson under Trust Agreement dated May 11, 2000 as to a 17% interest,

By: Wallace M. Starke
Wallace M. Starke, Co-Trustee

THE T. NASH BROADDUS GST TRUST f/b/o B. Kirk Broaddus under Trust Agreement dated May 11, 2000 as to a 17% interest

By: Wallace M. Starke
Wallace M. Starke, Co-Trustee

STATE OF VIRGINIA

COUNTY OF VIRGINIA BEACH

SS

On this 22ND day of SEPTEMBER, 2018 before me, a notary public for said State and County, the undersigned officer, personally appeared **Wallace M. Starke**, Trustee of the T. Nash Broaddus Marital Trust, The T. Nash Broaddus GST Trust f/b/o Elizabeth Broaddus Culbertson and The T. Nash Broaddus GST Trust f/b/o B. Kirk Broaddus, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained in his authorized capacity by the signature of his name.

IN WITNESS WHEREOF, I hereunto set my name and official seal the day and year first above written.



Jewonda Bright Jenkins
Notary Public

THE T. NASH BROADDUS GST TRUST f/b/o B. Kirk Broaddus under Trust Agreement
dated May 11, 2000 as to a 17% interest

By: B. Kirk Broaddus
B. Kirk Broaddus, Co-Trustee

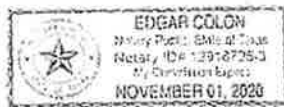
STATE OF Texas

SS.

COUNTY OF Travis

On this 24th day of September, 2018 before me, a notary public for said State and County, the undersigned officer, personally appeared B. Kirk Broaddus, Trustee of the T. Nash Broaddus GST Trust f/b/o B. Kirk Broaddus who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same for the purposes therein contained in his authorized capacity by the signature of his name.

IN WITNESS WHEREOF, I hereunto set my name and official seal the day and year first above written.



Edgar Colon
Notary Public

THE T. NASH BROADDUS GST TRUST f/b/o Elizabeth Broadus Culbertson under Trust Agreement dated May 11, 2000 as to a 17% interest,

By: Elizabeth Culbertson Broadus, co-TRUSTEE
Elizabeth Culbertson Broadus, Co-Trustee

STATE OF Georgia
COUNTY OF Cobb

SS.



On this 10th day of September, 2018 before me, a notary public for said State and County, the undersigned officer, personally appeared **Elizabeth Broadus Culbertson** Trustee of the T. Nash Broadus GST Trust f/b/o Elizabeth Broadus Culbertson who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same for the purposes therein contained in her authorized capacity by the signature of her name.

IN WITNESS WHEREOF, I hereunto set my name and official seal the day and year first above written.

Melanie R. Hagan
Notary Public



MARY C. EBERLE
JOHN B. RICE
DIANNE C. MAGEE *
DALE EDWARD CAYA
DAVID P. CARO ♦
DANIEL J. PACI ♦ †
JONATHAN J. REISS ♦
GREGORY E. GRIM †
PETER NELSON *
PATRICK M. ARMSTRONG
MATTHEW E. HOOVER
KELLY L. EBERLE *
COLBY S. GRIM
MICHAEL K. MARTIN
JOEL STEINMAN
MITCHELL H. BAYLARIAN
WILLIAM D. OETINGER
SEAN P. DUFFY
LINDSAY R. NORTON

* ALSO ADMITTED IN NEW JERSEY
♦ ALSO ADMITTED IN NEW YORK
† MASTERS IN TAXATION
♦ ALSO A CERTIFIED PUBLIC ACCOUNTANT

LAW OFFICES
GRIM, BIEHN & THATCHER

A PROFESSIONAL CORPORATION

SUCCESSOR TO
GRIM & GRIM AND BIEHN & THATCHER
ESTABLISHED 1895 AND 1956,
RESPECTIVELY

www.grimlaw.com

Colby S. Grim
e-mail: cgrim@grimlaw.com

J. LAWRENCE GRIM, JR., OF COUNSEL
JOHN FREDERIC GRIM, OF COUNSEL

104 S. SIXTH STREET
P.O. BOX 215
PERKASIE, PA. 18944-0215
(215) 257-6811
FAX (215) 257-5374

(215) 536-1200
FAX (215) 538-9588

(215) 348-2199
FAX (215) 348-2520

July 11, 2024

Gavin R. Laboski, Esquire
Laboski Law, PC
314 West Broad Street, Suite 124
Quakertown, PA 18951

135 South Main Street, LLC
P. O. Box 5256
New Britain, PA 18901

**RE: Perkasio Borough Zoning Hearing Board Decision
Appeal No. 2024-04 re: 135 South Main Street**

Dear Mr. Laboski:

Enclosed please find herewith a copy of the Decision of the Perkasio Borough Zoning Hearing Board in the above-captioned matter. The original of this Decision is being forwarded to the Borough to be retained by the Borough in its official records.

Furthermore, all appeals from all land use decisions rendered shall be taken to the court of Common Pleas of Bucks County and shall be filed within thirty (30) days after entry of the decision, or in the case of a deemed decision, within thirty (30) days after the notice of said deemed decision is given as set forth in §186-105.K of the Perkasio Borough Zoning Ordinance.

Thank you for your attention to the foregoing. Any further questions you may have regarding this matter should be directed to the appropriate Borough administrative professional.

Very truly yours,


COLBY S. GRIM

CSG/blm

Enclosure

cc: David Barndt, Chairman (w/enc.)
John Yannaccone, Vice-Chairman (w/enc.)
Timothy Rimmer (w/enc.)
John Knouse (w/enc.)
Laura Auger (w/enc.)
John Wilcox (alternate) (w/enc.)
Suzanne Bower (alternate) (w/enc.)
Cassandra Grillo, Code Enforcement Administrator, Perkasio Borough (w/enc. - original)
Megan McShane, Perkasio Borough (w/enc.)

PERKASIE BOROUGH ZONING HEARING BOARD

**In re: Application of 135 South Main, LLC
Appeal No. 2024-04**

ADJUDICATION

A hearing was held in the above matter on Tuesday, May 28, 2024, at the Perkasio Borough Hall. The subject property was posted, notice of the hearing was publicly advertised, and written notice was provided to neighboring property owners as required by the Perkasio Borough Zoning Ordinance.

The Appeal was heard before Board Members David Barndt, Chairman, Timothy Rimmer, Secretary, John Knouse, Laura Auger and John Wilcox, alternate. Applicant was represented by Gavin R. Laboski, Esquire of Laboski Law, PC. Owner and Sole Member of the LLC, Elan Shirman was present and offered testimony. Mark Gonder of 148S. Main Street, Kathleen Ruth of 525 E. Walnut Street and James Bedeaux of 134 S. Main Street, requested and was granted party status to the proceeding.

The following exhibits were offered and accepted into evidence:

- B-1 Posting Certification
- B-2 Proof of Publication
- B-3 Notice sent to Neighboring Properties
- B-4 Application and attachments

- A-1 Proposed Architectural Site Plan
- A-2 Photo of existing balcony

No other documentary evidence was submitted or received by the Perkasio Borough Zoning Hearing Board. With a quorum of members present, the Perkasio Borough Zoning Hearing Board rendered its decision in the above application as more fully set forth below.

FINDINGS OF FACT

The Perkasio Borough Zoning Hearing Board, having considered the sworn testimony of all witnesses and the documentary evidence received, hereby makes the following findings of fact:

1. Applicant, 135 South Main Street, LLC ("Applicant") is the owner of the subject property located at 135 S. Main Street, Perkasio Borough ("Property").
2. The Property is otherwise identified as Bucks County Tax Parcel No. 33-027-014.

3. The Property is located in the Two Family Residential (R-2) Zoning District and the Single-Family Residential. (R-1A) Zoning Districts. The primary structure and accessory garage are situated in the Single-Family Residential (R-2) Zoning District.

4. The Property contains two (2) structures a primary residence and an accessory structure.

5. The primary structure was previously a three-unit residential dwelling which was an approved Residential Conversion in 1978 as a special exception.

6. The parcel's current use is a Residential Conversion (B6) which is a residential use permitted by Special Exception as set forth in the Decision and Order of Perkasio Zoning Hearing Board dated April 11, 2024, on Appeal No. 2024-02.

7. The primary structure is three stories and contains 3,700 square feet.

8. The accessory structure is a detached garage.

9. Applicant testified that the Property is currently vacant due to the condition of the Property.

10. Applicant testified that he is currently improving the Property and each proposed apartment shall comprise of two (2) bedrooms with one (1) bath.

11. Applicant confirmed that he intends to demolish the accessory structure as testified to in the Decision and Order of Perkasio Zoning Hearing Board dated April 11, 2024, on Appeal No. 2024-02.

12. Applicant confirmed that he will install parking as testified to in the Decision and Order of Perkasio Zoning Hearing Board dated April 11, 2024, on Appeal No. 2024-02.

13. Applicant testified that after receiving relief from the Zoning Hearing Board in the Decision and Order of Perkasio Zoning Hearing Board dated April 11, 2024 on Appeal No. 2024-02 it was determined by his architect that in order to meet all building codes and provide sufficient space within the units changes would be needed to the roof line, a stairwell would need to be flipped around and that a second floor balcony was unsafe and needed to be improved.

14. Section 186-18.B(6)(b) requires that there shall be no major structural changes to the exterior of the structure, except as may be necessary for purposes of safety.

15. Applicant is seeking a variance from Section 186-18.B(6)(b) to allow exterior changes to the primary structure.

16. Applicant testified that he needs to flip the stairwell around from the second to third floor and proposes to add a dormer to allow for sufficient ceiling height on the third floor. Please see Southwestern Elevation on Exhibit "A-1" for dormer.

17. Applicant further testified that the ceiling height varied on the third floor from one (1) foot to eight (8) feet.

18. Applicant further testified that he is proposing to add a shed dormer to the front of the third floor to connect the existing dormers and add more useable space. See Northwestern Elevation and Northeastern Elevation on Exhibit "A-1"

19. Applicant testified that the balcony on the second floor is unsafe. See Exhibit "A-2".

20. Applicant proposes to remove the balcony and construct a two-story addition in its place that would provide the same space on the second floor and add space to the first floor. See Southeastern Elevation on Exhibit "A-1".

21. Applicant further testified that this addition would not add any additional impervious surface.

22. Applicant testified that he believes that these exterior improvements or modifications do not change the character of the structure and shall optimize and improve the existing space allowing for bigger rooms for the apartments and some changes were required to meet code standards and safety issues.

23. Applicant testified that the exterior changes would not impact any neighbor, would not impact public safety, would not be a nuisance, would not cause any public expense and/or conflict with the local laws or ordinances.

24. Applicant further testified that these changes are consistent with existing homes within the community.

25. Mark Gonder questioned why the Applicant did not know previously that the third floor was inadequate and that exterior changes were necessary.

26. The Applicant responded to Mr. Gonder that he had not engaged the Architect until he had obtained the relief, he did not believe at the previous Hearing that any major modifications would be necessary.

27. The Applicant further testified that this was a complex structure and it was like solving a puzzle.

28. Mr. Gonder further questioned the differences between a multi-family dwelling and a conversion.

29. Mr. Gonder further testified that shed dormers were not typically located on the front of a house and was concerned with aesthetics.

30. James Bedeaux questioned whether or not the Applicant was aware of these issues when he purchased the Property and if he knew how many apartments could actually fit in the structure.

31. The Applicant testified that he had several concepts before purchasing the Property and believed he could fit six (6) units based on the existing square feet.

32. Mr. Bedeaux further commented that the existing attic was not living space and Applicant was improving it to be living space.

33. Mr. Bedeaux was also concerned with traffic as a result of the apartments and discussed how many accidents occurred on the street, including two (2) of his cars.

DISCUSSION

Applicant, 135 South Main, LLC is the owner of the Property located 135 S. Main Street, Perkasio, PA 18944 ("Property"). The Property is located in the R-2 and R-1A Zoning Districts. The Property is currently permitted to contain a six-unit residential dwelling consisting of three (3) floors and a basement. The accessory structure is a detached garage which will be demolished. Applicant is seeking to perform major structural changes to the exterior of the primary structure to meet building codes, safety issues as well as optimize space for the units. Applicant is seeking a variance from Section 186-18.B(6)(b) of the Perkasio Borough Zoning Ordinance 186-18.B(6)(b) to allow exterior changes to the primary structure. In addition, Applicant requested a modification of paragraph 1 of the Decision and Order of the Perkasio Borough Zoning Hearing Board dated April 11, 2024, on Appeal No. 2024-02 that requires the Applicant to improve the Property in a manner consistent with the testimony presented at the hearing and the plans submitted on the Application.

The Pennsylvania Municipalities Planning Code and Section 186-101 of the Perkasio Borough Zoning Ordinance set forth the standards for granting a variance. In general, the Applicant must show:

A. That there are unique physical circumstances or conditions, including irregularity, narrowness, or shallowness of lot size or shape, or exceptional topographical or other physical conditions peculiar to the particular property and that the unnecessary hardship is due to such conditions and not the circumstances or conditions generally created by the provisions of the zoning ordinance in the neighborhood or district in which the property is located.

B. That because of the physical circumstances or conditions, there is no possibility that the property can be developed in strict conformity with the provisions of

the zoning ordinance and that the authorization of a variance is therefore necessary to enable the reasonable use of the property.

C. That such unnecessary hardship has not been created by the applicant.

D. That the variance, if authorized, will not alter the essential character of the neighborhood or district in which the property is located, nor substantially or permanently impair the appropriate use or development of adjacent property, nor be detrimental to the public welfare.

E. That the variance, if authorized, will represent the minimum variance that will afford relief and will represent the least modification possible of the regulation at issue.

See 53 P.S. Sections 10910.2 and Perkasio
Borough Zoning Ordinance Section 186-101.

A variance is a strict departure from the literal enforcement of the various provisions of the Zoning Ordinance. Brennan v. Zoning Board of Adjustment, 409 Pa. 376, 187 A.2d 180 (1963). Each application for a variance must be considered individually. One is not entitled to a variance merely because an analogous tract in the same municipality was also granted a variance. Dropp v. Board of Adjustment, 6 Pa.Comm. 64, 293 A.2d 144 (1972). Under the general standards governing the grant of a variance, the reasons must be substantial, serious and compelling. An applicant seeking a variance bears the burden of proving that unnecessary hardship will result if the variance is denied and that the proposed use will not be contrary to the public interest. The alleged hardship must be shown to be unique or particular to the property as distinguished from a hardship arising from the impact of zoning regulations on an entire district. Moreover, evidence that simply shows that the zoned for use is less financially rewarding than the proposed use is insufficient to justify a variance. When evaluating an alleged hardship, the use of adjacent and surrounding land is unquestionably relevant. Valley View Civic Assoc. v. ZBA, 501 Pa. 550, 555-556, 462 A.2d 637, 640 (1983).

Based upon the testimony and evidence presented at the hearing, the Perkasio Borough Zoning Hearing Board determines that Applicant, has shown the existence of a hardship, not self-created, and unique and peculiar to the Property, which requires the grant of a variance for Section 186-18.B(6)(b) to meet building codes, safety issues as well as optimize space for the units. The Board acknowledges and confirms the Decision and Order dated April 11, 2024 on Appeal No. 2024-02 granting entitlement to a Special Exception to permit the Applicant to convert the existing three-unit residential dwelling into a six-unit residential dwelling through Residential Conversion and the grant of a variance for Section 186-70.K to alleviate certain buffer requirements for the parking area. The Board also acknowledges that the Applicant is attempting to develop an existing unoccupied dilapidated property that will result in substantial costs associated with the improvements. The Board further finds that the proposed exterior improvements will alleviate the existing safety issues and will not ultimately change the character of the primary structure. Additionally, the Board finds that the variance, as requested,

would not be injurious to the health, safety, and welfare of the surrounding community and shall afford the Applicant the opportunity to reasonably use the Property.

DECISION AND ORDER

AND NOW effective, this 11th day of July, 2024, based upon the Findings of Fact and Conclusions set forth above, the Perkasio Borough Zoning Hearing Board hereby grants Applicant's request for a Special Exception from Section 186-18B(6) to allow a Residential Conversion and grants a variance from Section 186-70K, subject to the following conditions:

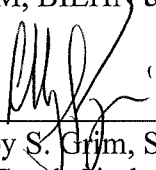
- 1) Applicant shall improve the Property in a manner consistent with the testimony presented at the hearing and plans submitted with the Application.
- 2) Applicant shall otherwise comply with all applicable Borough, County, State Codes, laws, regulations and ordinances with respect to the use and construction of the Property.

The Board also concludes that the previous Decision and Order of the Perkasio Borough Zoning Hearing Board dated April 11, 2024, on Appeal No. 2024-02 should not be modified.

The signatures of the Perkasio Borough Zoning Hearing Board Members which appear on the following page attached hereto and incorporated herein, confirms the Board's decision and order by a vote of 5-0.

GRIM, BIEHN & THATCHER

BY: _____


Colby S. Grim, Solicitor
104 South Sixth Street
Perkasie, Pennsylvania 18944

Date: July 11, 2024

Date of Mailing: July 11, 2024

Zoning Hearing Board Signature Page

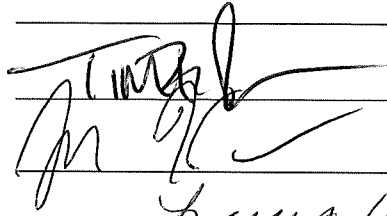
Re: Appeal No. 2024-04

David Barndt, Chairman



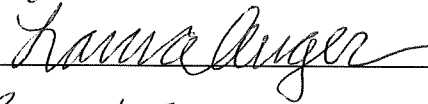
John Yannaccone, Vice-Chairman

Timothy Rimmer, Secretary

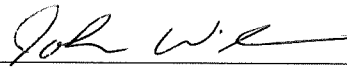


John Knouse

Laura Auger



John Wilcox (alternate)



Suzanne Bower (alternate)

PERKASIE BOROUGH POLICE DEPARTMENT JUNE 2024 MONTHLY REPORT



Welcome to Perkasio Borough Police
Officer Justin Nyce & Officer Mark Compas
June 2024

CHIEF ROBERT A. SCHURR

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	YTD	JUNE23	2023YTD
TOTAL INCIDENTS	402	413	421	478	465	456							2635	496	5683
Perkasie	250	236	269	307	288	313							1663	339	3873
Sellersville	152	177	152	171	177	143							972	155	1815
Assaults	0	1	0	1	2	8							1	5	31
Burglary	2	2	1	1	0	0							6	2	10
Theft	1	9	6	2	2	3							23	10	79
Forgery	0	1	0	0	0	1							2	0	1
Fraud	1	3	2	1	6	2							15	5	28
Sex Offenses	0	0	0	0	4	0							4	1	7
Criminal Mischief/Vand.	2	1	1	0	2	4							10	5	60
Drugs	1	2	1	0	0	0							4	1	12
DUI	1	1	1	1	1	1							6	3	19
Liquor Laws	0	0	0	1	0	1							2	0	4
Drunkenness	0	0	0	0	0	0							0	0	8
Disorderly Conduct	0	2	2	2	7	3							16	2	29
All Other Crimes	2	2	4	4	4	4							20	2	34

TRAFFIC CITATIONS															
Perkasie	15	6	10	9	9	11							60	15	162
Sellersville	10	3	3	2	11	5							34	38	182

ARRESTS PERKASIE															
Felony/Misdemeanor	2	2	0	2	4	4							14	5	41
Summary Citations	2	0	0	0	3	2							7	2	19
Juvenile	0	1	0	0	0	2							3	2	13
Borough Ordinance	1	0	2	0	0	0							3	1	5
ARRESTS SELLERSVILLE															
Felony/Misdemeanor	4	5	1	2	1	2							15	3	37
Summary Citations	0	1	4	3	2	1							11	0	11
Juvenile	2	1	3	0	0	0							6	1	8
Borough Ordinance	0	0	0	0	1	0							1	0	5

ACCIDENTS															
Perkasie	5	9	10	16	17	10							67	12	153
Sellersville	7	8	5	6	6	5							37	11	63

PARKING TICKETS															
Perkasie	4	13	22	8	17	5							69	8	103
Sellersville	1	1	2	1	17	1							23	2	24

*Pending year end analysis

Calls for Service - by UCR Code

Incidents Reported Between 06/01/2024 and 06/30/2024

All Municipalities



Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
0440	ASSAULT - ATROCIOUS- HANDS,FISTS,FEET	4			
0450	OTHER ASSAULTS - NOT AGGRAVATED	1			
0624	THEFT-\$50 TO \$200-FROM AUTO (EXCPT 0625)	1			
0633	THEFT-UNDER \$50-RETAIL THEFT	1			
0690	THEFT - REPORTS	1			
0710	MOTOR VEHICLE THEFT-AUTO	1			
1015	FORGERY & UTTERING	1			
1100	FRAUD	1			
1150	FRAUD - CREDIT CARDS, ATM	1			
1410	CRIMINAL MISCHIEF TO AUTOMOBILES	3			
1440	CRIMINAL MISCHIEF - ALL OTHER	1			
1890	NARCOTICS - REPORTS	1			
1892	DRUG OVERDOSE	1			
2121	DRIVE UNDER INFLUENCE - DRUGS	1			
2211	LIQUOR LAW-UNDERAGE-PURCH,CONSMP,POSSES	1			
2410	HARASSMENT BY COMMUNICATION	1			
2450	HARASSMENT	2			
2600	ALL OTHER CRIMES CODE VIOLATIONS	1			
2656	ALL OTHER - THREATS (KILL,BOMB,PHONE,ETC	1			
2660	TRESPASSING OF REAL PROPERTY	2			
2710	TRAFFIC OFFENSES	1		1	
2800	SOLICITING - BORO ORDINANCE	1			
2810	ABANDONED VEH & IMPOUND V.C.& BORO ORD	12			
2830	BORO ORDINANCE - ALL OTHER	2			
2840	BORO ORDINANCE - CURFEW VIOLATIONS	2			
2900	LOST/MISSING PERSONS	1			
2910	LOST/MISSING PROPERTY	1			
3000	FOUND/RECOVERED PROPERTY	7			
3100	MOTOR VEHICLE ACCIDENTS	11			
3101	REPORTABLE MOTOR VEHICLE ACCIDENT	4			
3400	MENTAL HEALTH	18	3		
3500	SUSPICIOUS PERSONS,AUTOS,CIRCUMSTANCES	20			
3510	SUSPICIOUS OCC - FRAUD/BAD CHECKS	11			
3600	DISTURBANCES-DOMESTIC	13		1	
3610	DISTURBANCES-JUVENILE	13			
3620	DISTURBANCES-OTHER (FIGHTS,DISPUTES,ETC)	9	1		
3630	DISTURBANCE - NOISE COMPLAINT	12			
3800	SERVICE CALL-MISCELLANEOUS	4			
3810	ALARMS-UNFOUNDED-EXCPT FIRE	7			
3820	ASSIST MOTORIST/DISABLE VEH	3			
3840	FIRES (INCLUDING ALARMS-FOUNDED/UNFOUND)	5			
3850	HAZARDOUS CONDITIONS	2			
3860	LOCKOUTS (VEHICLE/BLDG)	2			
3870	SERVICE CALL - WELL BEING CHECK	18			
3880	OPEN DOORS/WINDOWS	4			
3900	TRAFFIC & PARKING PROBLEMS	16			
3921	TRAFFIC-SPEED SURVEY	2			
4026	WIRES AND POLES DOWN	1			

Calls for Service - by UCR Code

Incidents Reported Between 06/01/2024 and 06/30/2024

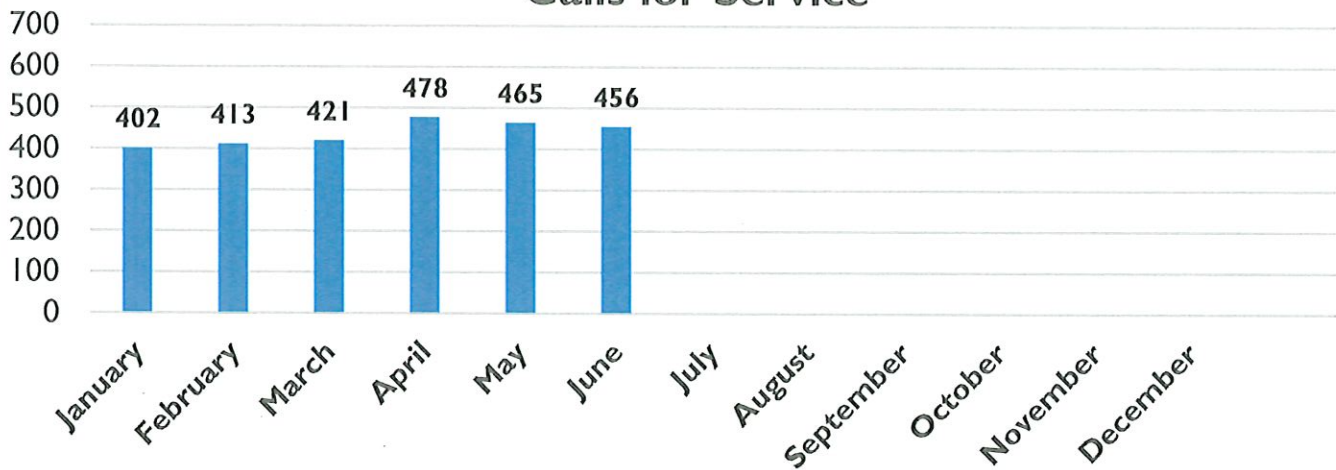
All Municipalities



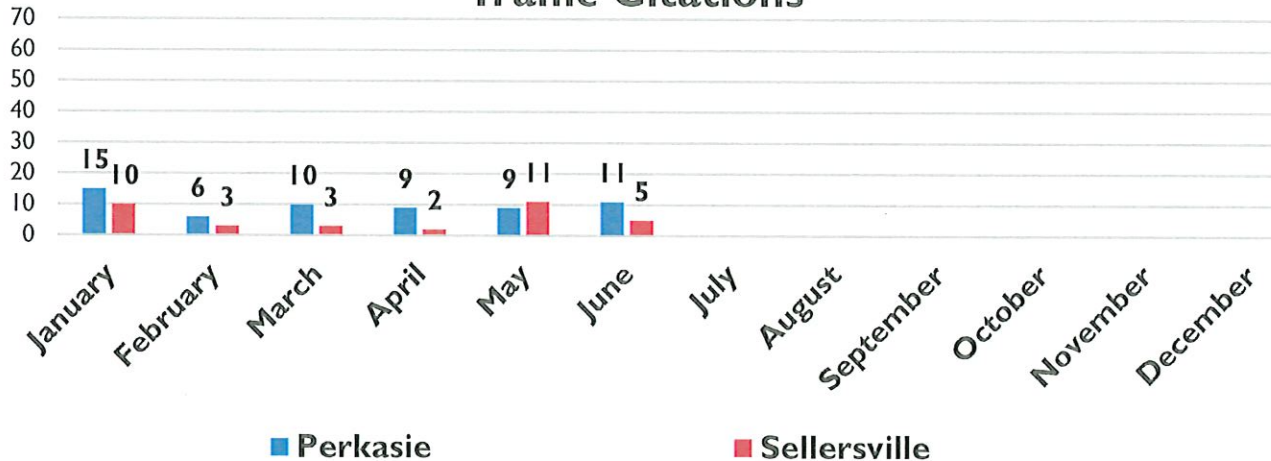
Code	Description	Primary Count	Secondary UCR Count		
			Code 2	Code 3	Code 4
4080	NON-CRIMINAL - HARASSMENT	10			
4081	NON-CRIMINAL - PFA COMPLAINT	1			
4090	NON-CRIMINAL - REPORTS	8			
4091	NON-CRIMINAL - POLICE INFORMATION	14			
4092	NON-CRIMINAL - PATROL REQUEST	2	1		
4093	NON-CRIMINAL - CIVIL COMPLAINT	8			
4094	NON-CRIMINAL DOMESTIC STANDBY	3			
4095	NON-CRIMINAL - JUVENILE COMPLAINT	8			
4096	FIELD INVESTIGATION	4	1		
4097	PROTECTION FROM ABUSE NOTICES	1			
4098	SOLICITING PERMIT	5			
4099	DRUG RELATED/INFORMATION	1			
4100	K-9 INVESTIGATIONS/REPORTS	0	2		
4501	SEX OFFENSES INVESTIGATIONS/REPORTS	2			
4510	DEATHS - UNATTENDED	2			
4911	ABANDONED 911	27	1		
5004	LOST & FOUND - FOUND ARTICLES	1			
5008	LOST & FOUND - LOST ARTICLES	1			
5502	ANIMAL COMPLAINTS - BARKING DOGS	2			
5504	ANIMAL COMPLAINTS - DOG BITES	1			
5506	ANIMAL COMPLAINTS - DOG AT LARGE	6			
5510	ANIMAL COMPLAINTS - OTHER	5			
5512	ANIMAL COMPLAINTS - LOST ANIMAL	3			
5590	ANIMAL COMPLAINTS - FOUND ANIMAL	1			
6600	SPEEDING VEHICLES	1			
6612	TRAFFIC RELATED - SIGNALS-SIGNS OUT	2			
6614	TRAFFIC RELATED - OTHER TRAFFIC	1			
6650	TRAFFIC - HAZARDOUS ROAD CONDITIONS	3			
7004	BUILDING CHECKS - VACATION,VACANT HOME	1			
7008	AMBULANCE ASSIST	60	3		
7014	PUBLIC SERVICE - OTHERS	5			
7091	SPECIAL DETAIL	2			
7501	ASSIST CO-RESPONDER	1			
7502	ASSIST OTHER AGENCIES - FIRE DEPT.	1			
7504	ASSIST OTHER POLICE DEPT.	12			
7508	ASSIST REGIONAL PD	3	5		
7509	ASSIST HILLTOWN PD	3			
7512	ASSIST QUAKERTOWN PD	1			
8110	WARRANTS - OTHER AUTHORITY	1			
8502	DEPARTMENTAL SERVICES - FINGERPRINTING	6			
8518	DEPARTMENTAL SERVICES - RECORD CHECKS	4			
8519	RIGHT TO KNOW REQUESTS	1			
9192	VICTIMS SERVICES	3			
CITT	TRAFFIC CITATION	11			
CITW	WARNING	53			
XXXX	*Restricted	1			
Total Calls		521			

ACTIVITY 2024

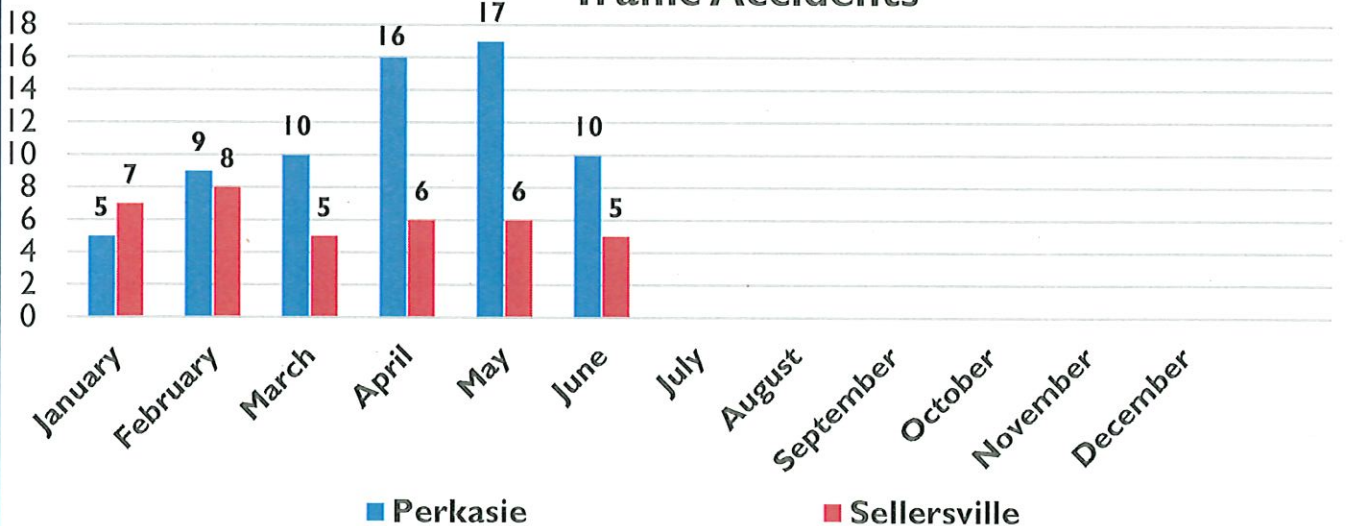
Calls for Service



Traffic Citations

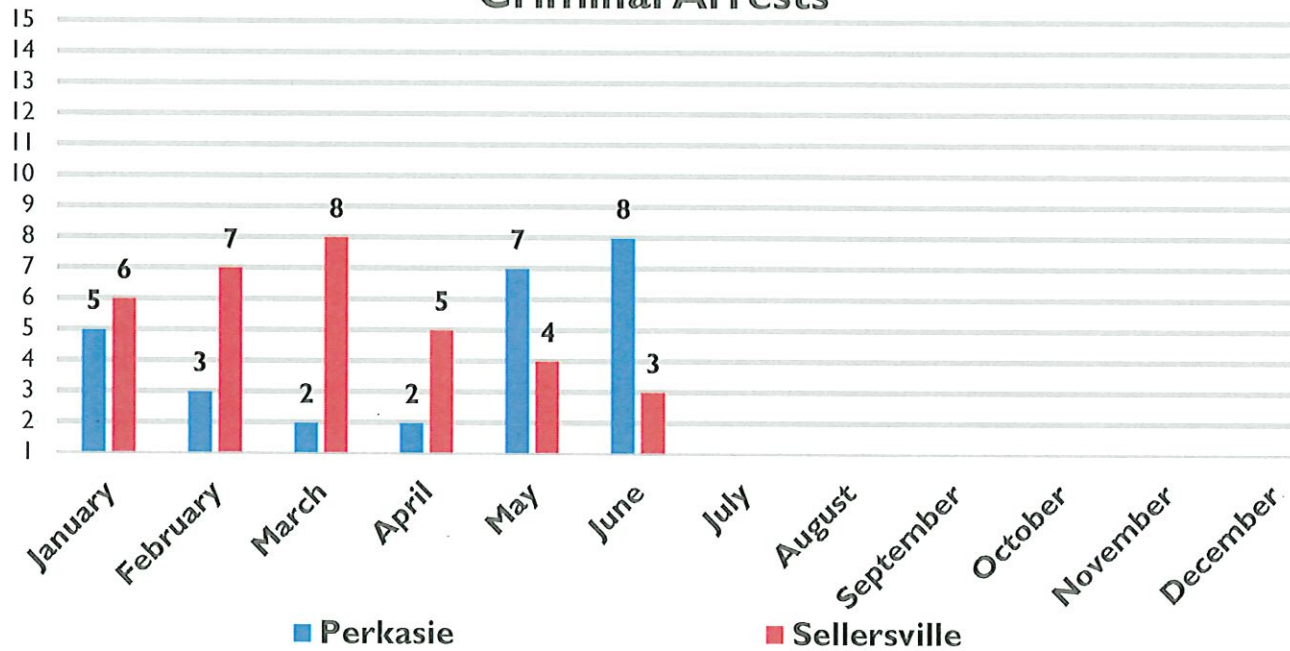


Traffic Accidents



ACTIVITY 2024

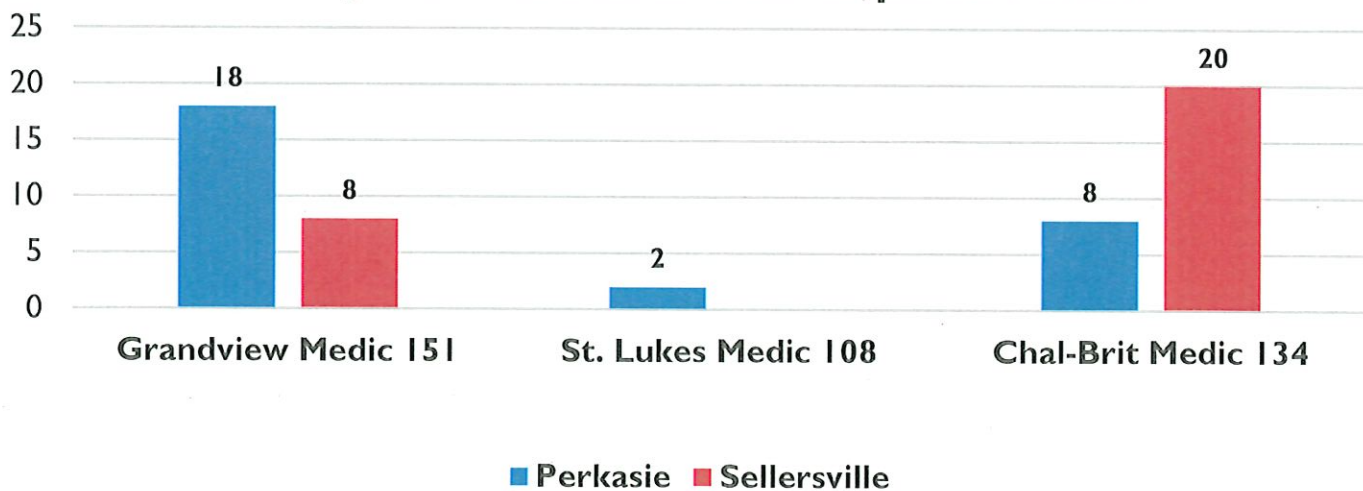
Criminal Arrests



Ambulance Response Reports by Medic

	<u>Perkasio</u>	<u>Sellersville</u>
Grandview Medic 151	18	8
St. Lukes Medic 108	2	0
Chal-Brit Medic 134	8	20

June Ambulance Call Response Medic



VEHICLES

Year/Veh. #	Make/Model	BEG. JUNE	END JUNE	MILES	USAGE
2022 (#1)	Ford Explorer	21963	23554	1591	Patrol
2023 (#2)	Ford Explorer	5637	6816	1179	Patrol
2019 (#3)	Ford Interceptor	45480	46503	1023	Patrol
2021 (#4)	Ford Interceptor	32773	33835	1062	Patrol
2017 (#5)	Ford Explorer	89255	90019	764	Patrol
2015 (#6)	Ford Explorer	53745	54007	262	Invest.
2018 (#7)	Ford Explorer	34162	34444	282	Invest.
2018 (#8)	Ford Explorer	67684	69093	1409	K9
2016 (#9)	2016 Ford Interceptor	78079	79172	1093	Patrol
2019 (#10)	2019 Ford Interceptor	54796	55451	655	Patrol
2013 (#15)	2013 Ford Explorer	98309	98447	138	Invest.
2021 (#17)	2021 Durango	35013	36144	1131	Chief
2007	Ford E450	5217	5275	59	Crisis
TOTAL:				10,648	

SPECIALTY TRAINING:

June 10-11, 13-14, 2024: Sgt. Mecouch lead Pistol Mounted Optics training for department officers.

June 17, 2024: Sgt. Mecouch & Officer Fields attended SWAT training.

June 2024: All Officers participated in online Legal Update/Case Law training.

DETECTIVE DIVISION

Submitted by Detective Travis Schoonover	Status	Recent Activity
20230822M0001 Criminal Mischief	Closed	Charges filed
20230526M0010 Death Scene	Inactive	DA Review
20240204M0002 Burglary	Active	Under investigation
20230720M0012 Theft	Active	Under investigation
20230915M0002 Theft from Auto	Active	Under investigation
20240223M0014 Theft of Auto	Active	Under investigation
20240216M0009 Fraud	Active	Under investigation
20240219M0018 Narcotics	Active	Under investigation
20240220M0009 Narcotics	Active	Under investigation
20211016M0009 Missing Persons	Active	Charges filed
20231206M0005 Vehicle Theft	Active	Under investigation
20240308M0017 Fraud	Active	Under investigation
20240315M0008 ID Theft	Active	Under investigation
20240317M0004 Simple Assault	Active	Under investigation
20240325M0014 Harassment	Active	Under investigation
20240405M0001 Assist Other Agency	Closed	Prosecution declined
20240510M0003 Sex Offense	Inactive	Lack of victim cooperation
20240521M0008 Sex Offense	Closed	Unfounded
20240522M0006 Fraud	Active	Under investigation
20240528M0019 Fraud	Active	Under investigation
20240528M0012 Corruption of Minor	Closed	Lack of cooperation
20240604M0009 Domestic	Closed	Unfounded
20240606M0006 Sex Offenses	Active	Under investigation
20240606M0016 Sex Offenses	Active	Under investigation
20240626M0001 Assault	Active	Under investigation
20240626M0011 Fraud	Active	Under investigation
20240627M0023 Lewdness	Active	Under investigation
20240628M0007 Fraud	Active	Under investigation

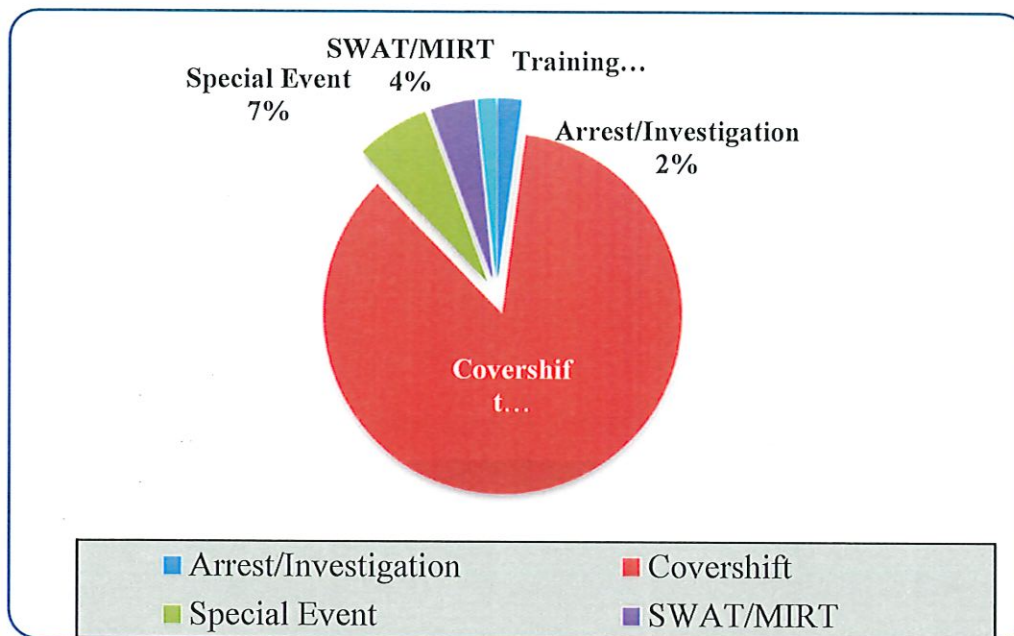
DETECTIVE DIVISION

Submitted by Detective Anthony Gro	Status	Recent Activity
20240509M0007 Fraud	Active	Under investigation
20230807M0014 Fraud	Active	Under investigation
20240520M0011 Offenses Against Family	Active	Under investigation
20240124M0013 Attempted Burglary	Active	Under investigation
20240520M0022 Threats	Active	Under investigation
20240210M0006 Fraud	Active	Under investigation
20240326M0009 Theft	Active	Under investigation
20240418M0005 Burglary	Active	Under investigation
20240606M0007 Harassment	Closed	Investigation concluded
20240621M0017 Suspicious Occurrence	Closed	Investigation concluded

REVENUE RECEIVED:

Institution	Amount
Accident/Incident Reports (Right to Know Request Fees & Accident Reports)	421.00
New Britain D.C. 07-2-03	194.28
Bucks County Clerk of Courts	1,107.10
Parking Tickets	80.00
Sellersville Monthly Contract Agreement	114,710.00
TOTAL REVENUE RECEIVED:	116,512.38

JUNE OVERTIME



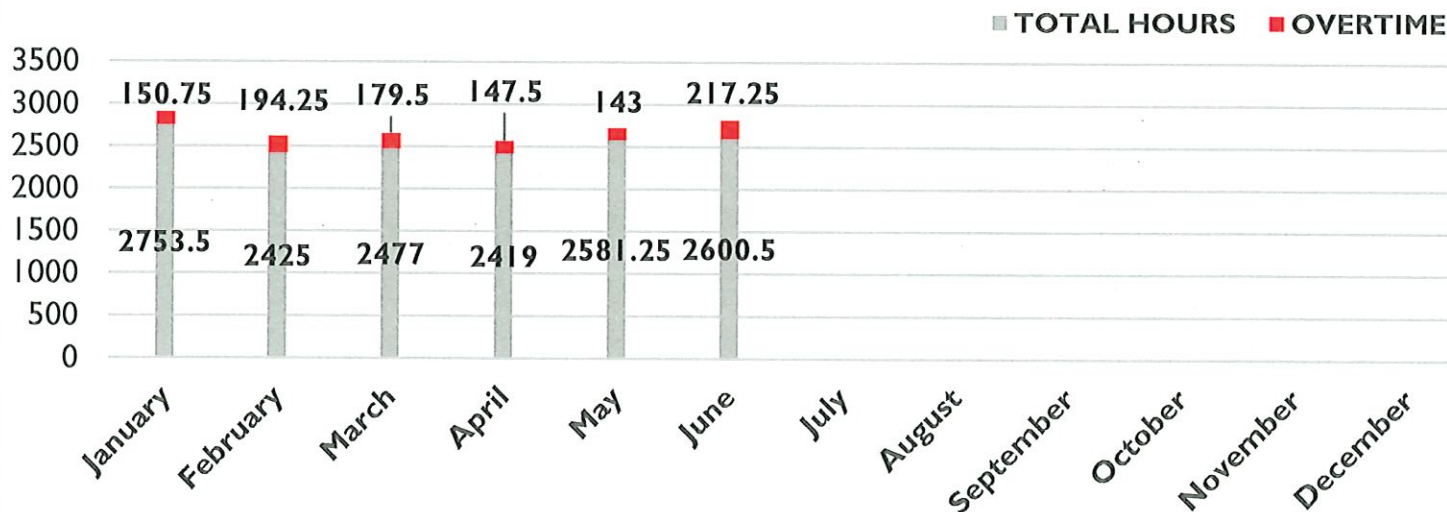
Category:

Arrest/Investigation
Covershift
Special Event
SWAT/MIRT Callout
Training

Hours:

4.5
186
14.5
8.75
3.5
Total: 217.25 *27.5 hrs. submitted as Comp-time

2024 HOURS SCHEDULED/OVERTIME



Perkasie Borough Incidents

Incidents for Perkasie Borough Incidents within 06/01/2024 - 06/30/2024.

Toned At	Title	Reference	Responders	Duration	Total	Category
18:51 - Mon, 10 Jun 2024	DWELLING FIRE (TAC)	11016	13	15 minutes	3 hours 15 minutes	NFIRS Building Fire
07:35 - Sun, 16 Jun 2024	FIRE ASSIST EMS ALS (TYPE)	11445	7	18 minutes	2 hours 6 minutes	NFIRS Rescueems - Other
08:43 - Tue, 18 Jun 2024	BRUSH FIRE (LOC)	11592	5	16 minutes	One hour 20 minutes	NFIRS Special Outside Fire
14:00 - Wed, 26 Jun 2024	TRAFFIC ACCIDENT STANDBY (LOC)	12269	11	21 minutes	3 hours 51 minutes	Motor Vehicle Accident
13:32 - Sun, 30 Jun 2024	FIRE ALARM (LOC)	12541	8	None	None	NFIRS Overheated Motor

Number of incidents: 5. Total Hours: One hour 10 minutes. Total Responder Hours: 10 hours 32 minutes.

Perkasie Full Incidents

Incidents for Perkasie Full Incidents within 06/01/2024 - 06/30/2024.

Toned At	Title	Reference	Responders	Duration	Total	Category
16:19 - Sat, 01 Jun 2024	FIRE POLICE REQUEST	10418	1	One hour One minute	One hour One minute	Mva No Injuries
20:03 - Sat, 01 Jun 2024	FIRE ALARM (LOC)	10435	7	14 minutes	One hour 38 minutes	NFIRS Alarm - Unintentiona I
01:35 - Sun, 02 Jun 2024	FIRE POLICE REQUEST *** HOLD FOR INSURANCE INFO *** (RD)	10451	3	2 hours 50 minutes	8 hours 30 minutes	Mva With Injuries
06:20 - Tue, 04 Jun 2024	GENERAL ALERT	472016036	None	55 minutes	None	Other
06:22 - Tue, 04 Jun 2024	SPECIAL ASSIGNMEN T	10554	11	53 minutes	9 hours 43 minutes	NFIRS Animal Rescue
11:32 - Tue, 04 Jun 2024	FIRE ALARM (LOC) *** NEEDS NARRATIVE *** (RD)	10576	3	12 minutes	36 minutes	NFIRS Alarm - Unintentiona I
14:33 - Tue, 04 Jun 2024	COVER NOTIFICATI ON:	472097786	1	None	None	Other

10:17 - Fri, 07 Jun 2024	FIRE ALARM (LOC)	10801	2	8 minutes	16 minutes	NFIRS Alarm - Unintentiona I
18:58 - Fri, 07 Jun 2024	FIRE ALARM (LOC)	10844	12	19 minutes	3 hours 48 minutes	NFIRS Alarm - Unintentiona I
20:00 - Fri, 07 Jun 2024	TRAFFIC ACCIDENT STANDBY (LOC)	10847	13	15 minutes	3 hours 15 minutes	Motor Vehicle Accident
23:20 - Sat, 08 Jun 2024	FIRE ALARM (LOC)	10912	5	38 minutes	3 hours 10 minutes	NFIRS Alarm - Unintentiona I
18:51 - Mon, 10 Jun 2024	DWELLING FIRE (TAC)	11016	13	15 minutes	3 hours 15 minutes	NFIRS Building Fire
17:52 - Wed, 12 Jun 2024	FIRE ALARM (LOC)	11117	6	10 minutes	One hour	Cancelled
02:51 - Sat, 15 Jun 2024	DWELLING FIRE (TAC)	11370	10	12 minutes	2 hours	NFIRS Smoke Scare Odor Of Smoke
07:35 - Sun, 16 Jun 2024	FIRE ASSIST EMS ALS (TYPE)	11445	7	18 minutes	2 hours 6 minutes	NFIRS Rescueems - Other
08:43 - Tue, 18 Jun 2024	BRUSH FIRE (LOC)	11592	5	16 minutes	One hour 20 minutes	NFIRS Special Outside Fire
22:55 - Thu, 20 Jun 2024	FIRE ALARM (LOC)	11823	7	10 minutes	One hour 10 minutes	NFIRS Alarm - Unintentiona I

00:55 - Sat, 22 Jun 2024	FIRE ALARM (LOC)	11903	1	3 minutes	3 minutes	Fire
09:38 - Sun, 23 Jun 2024	TRAFFIC ACCIDENT STANDBY (LOC) ***HOLD FOR INSURANCE *** (RD)	11970	10	35 minutes	5 hours 50 minutes	Mva With Injuries
14:46 - Mon, 24 Jun 2024	BRUSH FIRE (LOC)	12084	5	8 minutes	40 minutes	Fire
16:00 - Mon, 24 Jun 2024	BRUSH FIRE (LOC)	12102	7	27 minutes	3 hours 9 minutes	Brush Fire
16:21 - Tue, 25 Jun 2024	Fall victim	1770001	2	One hour 4 minutes	2 hours 8 minutes	Medical
18:04 - Tue, 25 Jun 2024	DWELLING FIRE (TAC)	12208	16	11 minutes	2 hours 56 minutes	Fire
14:00 - Wed, 26 Jun 2024	TRAFFIC ACCIDENT STANDBY (LOC)	12269	11	21 minutes	3 hours 51 minutes	Motor Vehicle Accident
11:37 - Fri, 28 Jun 2024	FIRE ALARM (LOC)	12410	9	7 minutes	One hour 3 minutes	NFIRS Detector - Unintentiona l
17:35 - Fri, 28 Jun 2024	AUTO EXTRICATIO N (RBOX)	12425	15	36 minutes	9 hours	Mva With Injuries
13:16 - Sat, 29 Jun 2024	FIRE ASSIST EMS ALS (TYPE)	12467	8	10 minutes	One hour 20 minutes	NFIRS Ems - Not Mva
15:41 - Sat, 29 Jun 2024	CARBON MONOXIDE ALARM	12472	11	20 minutes	3 hours 40 minutes	NFIRS Co Detector Malfunction

13:32 - Sun, 30 Jun 2024	FIRE ALARM (LOC)	12541	8	None	None	NFIRS Overheated Motor
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Number of incidents: 29. Total Hours: 12 hours 48 minutes. Total Responder Hours: 3 days 4 hours 28 minutes (76h 28m).

**PUBLIC WORKS
SUPERINTENDENTS REPORT JUNE 2024**

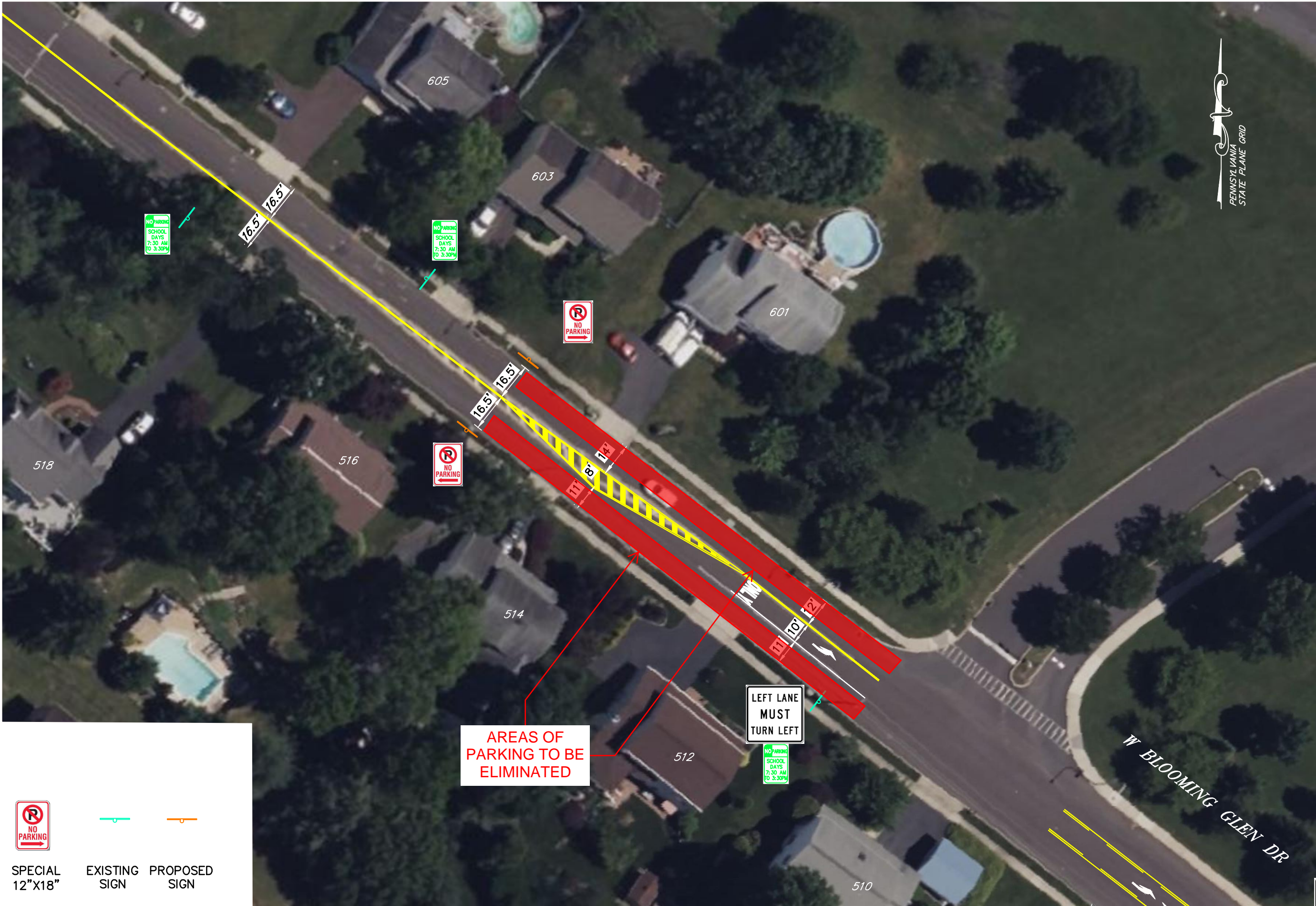
FUNCTION	MAN HOURS	OT HOURS	GROSS PAYROLL
Street Maintenance	12.00		\$364.80
Leaf Collection			
Parks and Playgrounds			
Refuse Collection	352.25		\$8,934.69
Recycling	323.50		\$8,235.75
Winter Maintenance			
Grounds Maintenance	805.00		\$24,459.76
Janitor -Borough Wide	68.00		\$2,067.20
Traffic Control	10.00		\$337.10
Borough Hall			
Pool	29.50		\$977.90
Other Mowing			
Supervision			
Miscellaneous			
Stand-by Time	28.00		\$1,287.65
Vacation	62.00		\$1,812.32
Sick Time	80.00		\$2,365.44
Personal/Bereavement	60.00		\$1,832.24
Education			
Comp time added	86.25		
Comp time used	45.75		\$1,381.68
Special Projects	17.00		\$520.69
Park & Rec Projects			
Community & Economic Development			
Assist Fire Co.			
Safety Meetings			
Holiday			
Total Overtime for Month			
Grand Totals	1979.25		\$54,577.22

PUBLIC WORKS DEPARTMENT DIRECTORS ACTIVITY REPORT

- Attend meetings; Council, staff and engineering
- Prepare department task list
- Approve invoices submitted for payment
- Order and pick up supplies
- Deliver trash bags to vendors
- Meet with staff to discuss department related issues
- Handle residents concerns over department related issues
- Arrange for pick up of recyclable materials
- Performed monthly Borough Hall safety inspection
- Prepared letters, reports and memos

PUBLIC WORKS DEPARTMENT CREW ACTIVITY REPORT

- Pick up trash and recyclable materials curbside
- Haul trash and recyclable materials for disposal
- Open and clean park restrooms daily
- Clean bike path and remove trash
- Pick up litter in parks
- Deliver trash bags to vendors
- Perform maintenance on department vehicles
- Baled Cardboard and Paper
- Cleaned Borough Buildings
- Worked at MAC
- Mowed Borough Properties
- Removed trees from Park system
- Reinstalled skateboard ramps in skate board park
- Placed and picked barricades and trash cans for carnival
- Replaced twin bridges access ramp



SPECIAL
12\"X18\"



EXISTING
SIGN

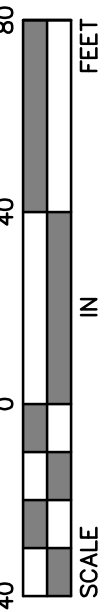


PROPOSED
SIGN

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330

DRAWN BY:

LSB



AERIAL PLAN
TRAFFIC CALMING EXHIBIT
W. BLOOMING GLEN DR
TRAFFIC CALMING
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

JOB NO.:

9991013

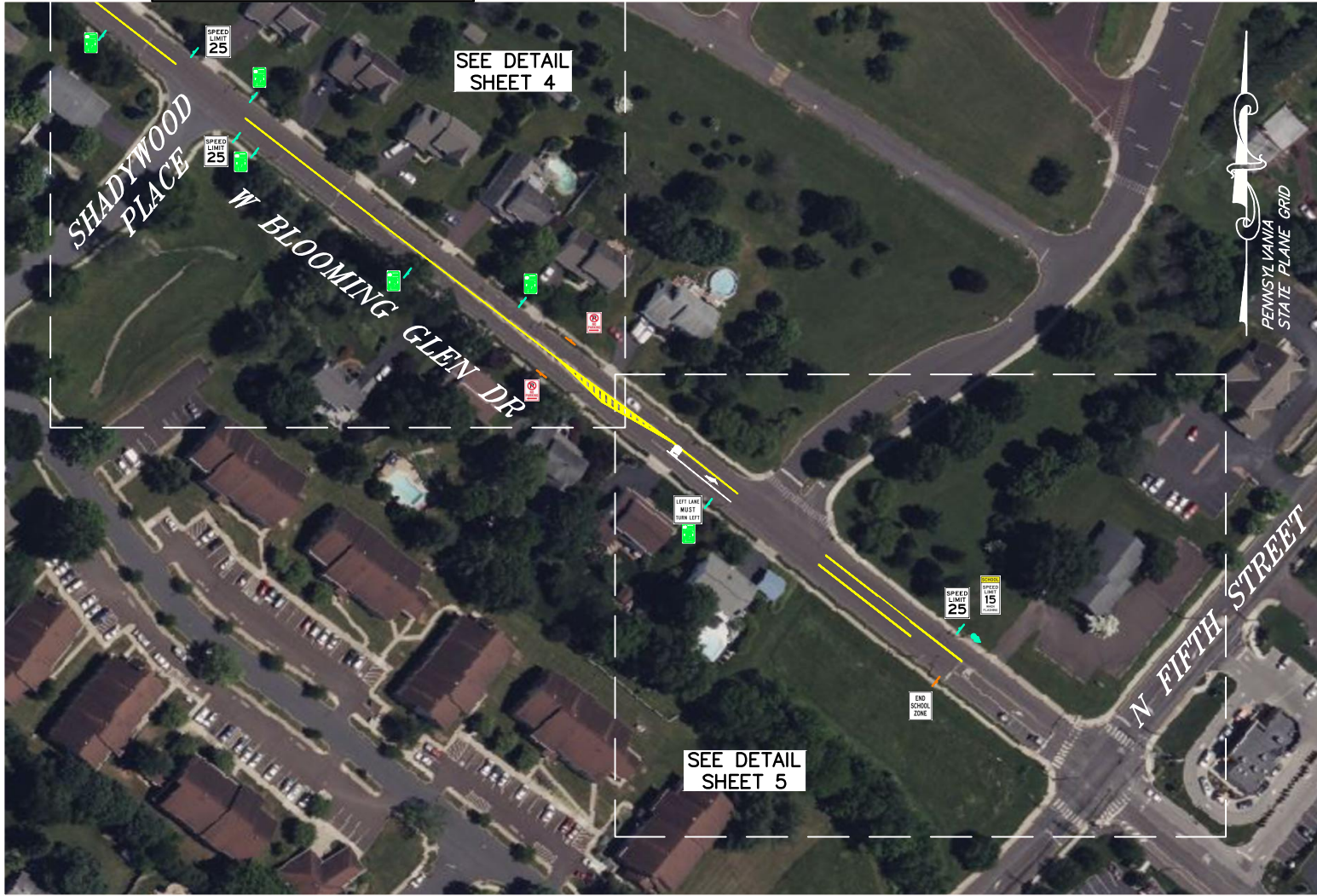
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6/7/2024

SCALE:

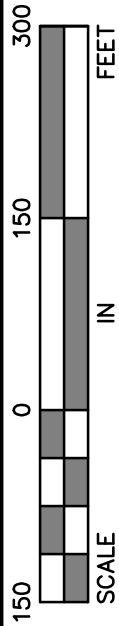
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O:\MUNICIPAL\2024\2400105-PB_West Blooming Glen Drive Traffic Study\dwg\Traffic Calming Exhibit.dwg



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
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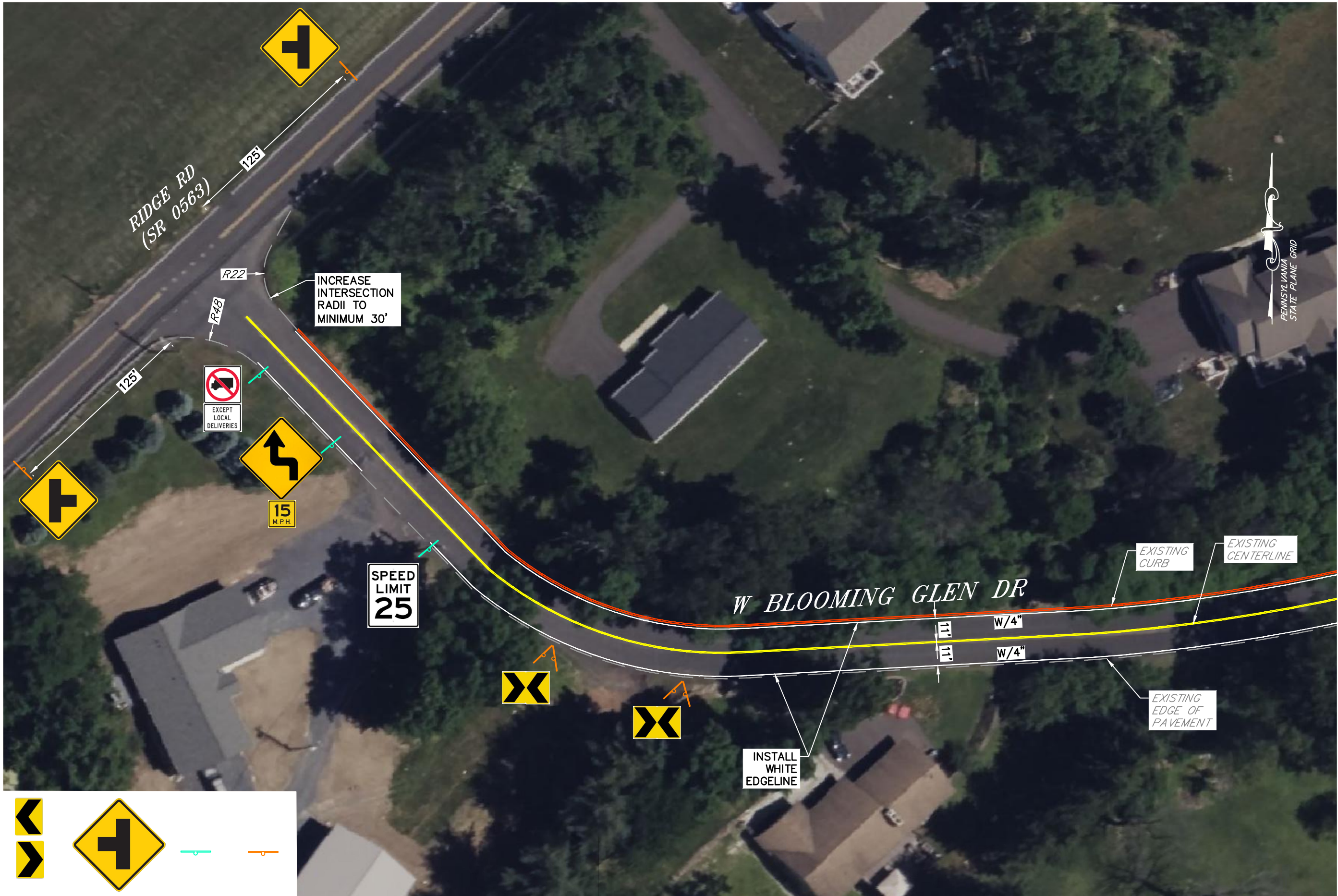
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LSB



AERIAL PLAN
TRAFFIC CALMING EXHIBIT
W. BLOOMING GLEN DR
TRAFFIC CALMING
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

JOB NO.: 9991013
DATE: 05/22/2024
SCALE: 1"=150'

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EXISTING SIGN

PROPOSED SIGN



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330

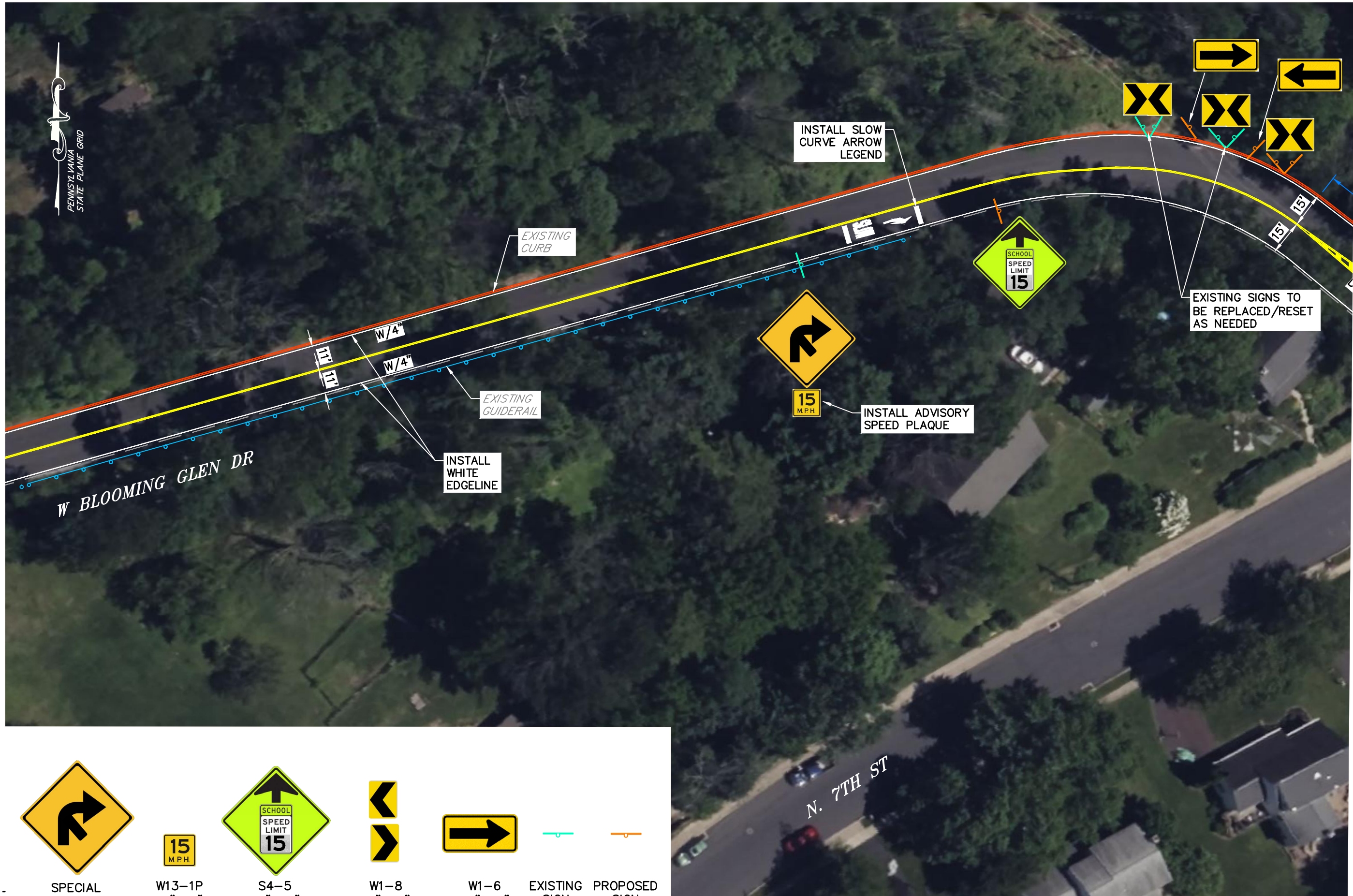
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LSB/LSB

SCALE
IN
FEET

AERIAL PLAN
TRAFFIC CALMING EXHIBIT
W. BLOOMING GLEN DR
TRAFFIC CALMING
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

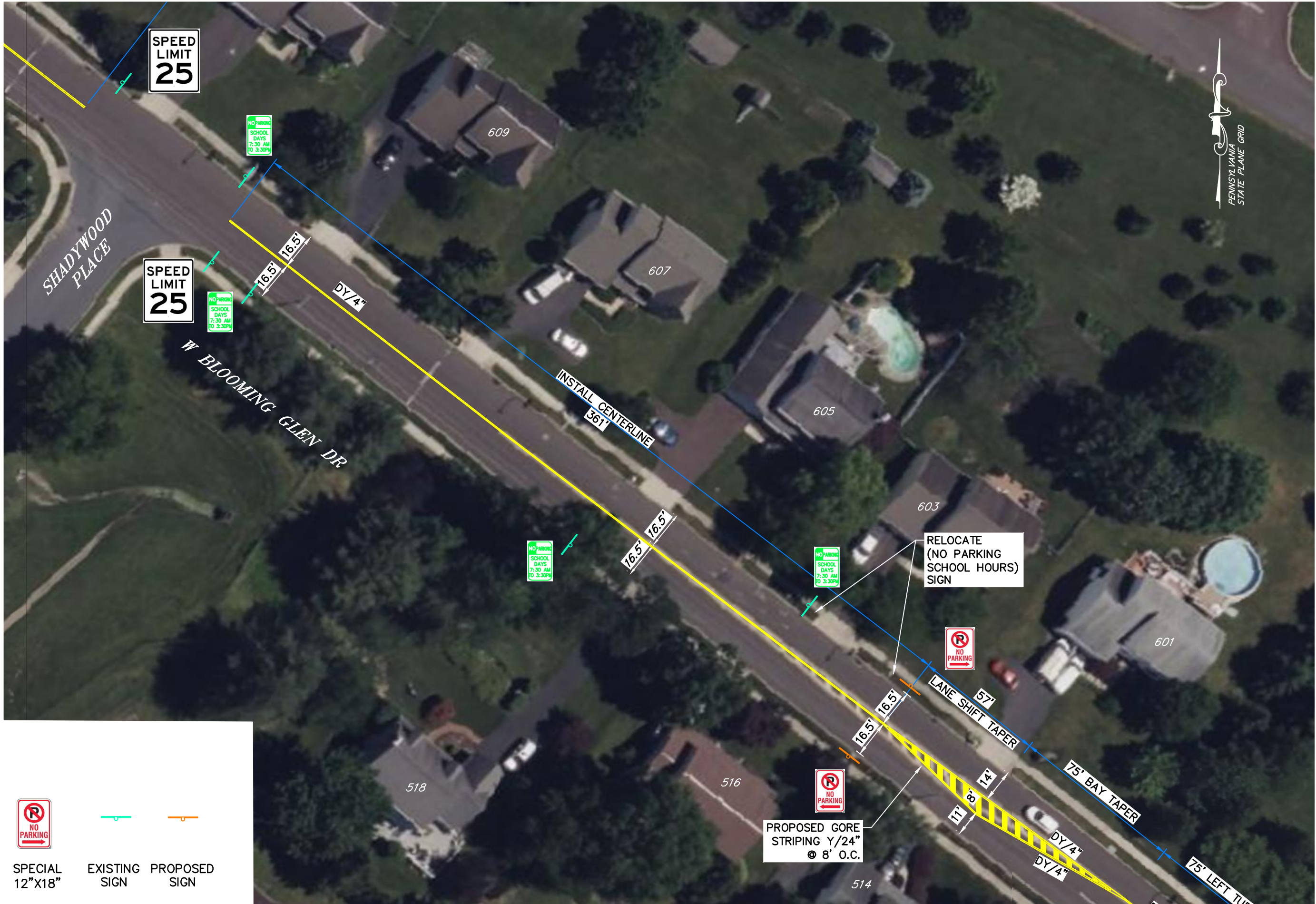
JOB NO.:	9991013
DATE:	05/22/2024
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o:\MUNICIPAL\2024\2400105-PB_West Blooming Glen Drive Traffic Study\dwg\Traffic Calming Exhibit.dwg



GILMORE & ASSOCIATES, INC. ENGINEERING & CONSULTING SERVICES 65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330	JOB NO.: 9991013	
	DATE: 05/22/2024	
	SCALE: 1"=40'	
AERIAL PLAN TRAFFIC CALMING EXHIBIT W. BLOOMING GLEN DR TRAFFIC CALMING PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA		
DRAWN BY: LSB/LSB	 SCALE IN FEET	

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DETAIL SHEET 4

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330

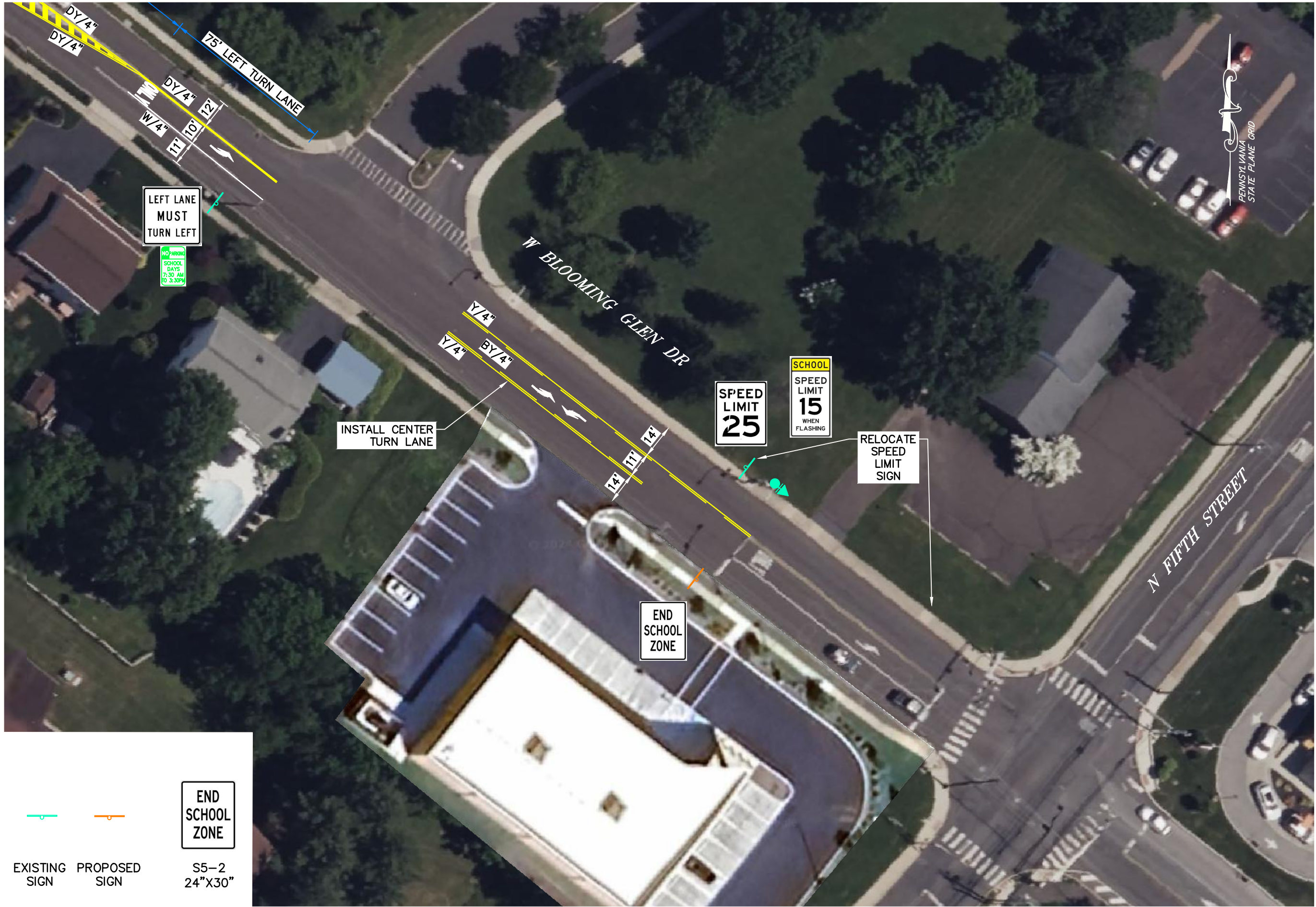
DRAWN BY:
LSB



AERIAL PLAN
TRAFFIC CALMING EXHIBIT
W. BLOOMING GLEN DR
TRAFFIC CALMING
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

JOB NO.: 9991013
DATE: 05/22/2024
SCALE: 1"=40'

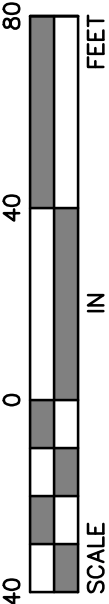
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DETAIL SHEET 5

GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES
65 EAST BUTLER AVENUE, SUITE 100, NEW BRITAIN, PA 18901 • (215) 345-4330

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LSB



AERIAL PLAN
TRAFFIC CALMING EXHIBIT
W. BLOOMING GLEN DR
TRAFFIC CALMING
PERKASIE BOROUGH, BUCKS COUNTY, PENNSYLVANIA

JOB NO.: 9991013
DATE: 05/22/2024
SCALE: 1"=40'

ELECTRIC DEPARTMENT SUPERINTENDENT'S REPORT JUNE 2024

FUNCTION	MAN HOURS	OT HOURS	GROSS PAYROLL
OVERHEAD DISTRIBUTION	686	14	\$37,727.99
115 Repair Damaged Equipment Struck By Vehicle			
UNDERGROUND DISTRIBUTION			
206 Repair Damaged Equipment By Dig-ins			
METERING			
303 Check ERT's			
309 Hand Out Yellow / Red Tags			
310 Disconnect / Reconnect Delinquents			
CALL OUTS	28.00		\$2,191.56
NEW OVERHEAD CONSTRUCTION			
NEW CONSTRUCTION UNDERGROUND			
STORM DAMAGE AND TROUBLE			
POOL			
608 Snow Plowing			
STREET LIGHTING			
807 Christmas Lights			
VEHICLE & EQUIPMENT MAINTENANCE			
TREE TRIMMING	16.00		\$834.88
1204 Brush Chipping Program			
1207 Utility Line Maint. & Tree Trimming			
CUSTOMER SERVICE			
SPECIAL PROJECTS			
SUPERVISION			
BOROUGH HALL			
MISCELLANEOUS	37.50		\$2,054.40
1009 Setup For Events			
1010 Public Events			
SICK	32.00		\$1,696.24
VACATION	36.00		\$1,957.92
PERSONAL	8.00		\$417.44
BEREAVEMENT			
SUBSTATION			
COMP TIME ADDED	4.75		
COMP TIME USED	3.00		\$158.20
HOLIDAY			
SCHOOL/EDUCATION			
TOTAL OVERTIME FOR THE MONTH		14	
GRAND TOTALS	850.75		\$47,038.63

June 2024 Monthly Report

Electric Department

- Supervision and Administration
 - Fill out Job Order Forms
 - Attend meetings
 - Staff meetings
 - Council meetings
 - Tech committee meeting
 - Timesheets / Gang reports
 - Inventory / Pickup materials
- Line-work
 - 900 block Market St – New secondary wires
 - 100 block N 7th St – Replace old metering/ add new CT rated metering
 - 100 block S. Main St – Upgrade 3 phase Wye bank; 75 KVA Xfmrs
 - Lenape – Secondary service drop
 - 900 block Market St – Pole change out
- Tree work
 - Brush chipping program first Wednesday of the month
 - Trim trees at various locations around the primary and secondary wires
 - Remove dead/trouble trees
- Trouble calls
 - S. Main St – Primary trouble
 - Walnut & 5th – Traffic signal cabinet
 - Ridge Rd – Secondary service repairs
 - Lenape – Carnival; secondary concerns
 - Ridge Rd – Primary trouble; wildlife
 - N 3rd St – Wire down concern
- Metering
 - Change Meters
 - Collect final readings
 - Check bad ERTs in meters
 - Monthly meter reading
 - Hand out yellow & red tags
 - Disconnect & reconnect delinquent accounts
 - AMI Gatekeepers – Private network
- Locate underground wires
 - PA-ONE calls
- Street Lighting
 - Repair street lights at various locations
 - School Warning Lights – shutdown for summer

- Substation
 - Perform weekly substation checks
 - Vegetation control
- Borough Buildings
 - Police – Sally port vent motor control
 - Shop maintenance
 - Menlo Pool – Pool pump issue, underwater lights concern
- Education
 - Hubbell training event
- Miscellaneous
 - Hang banners
 - Adjust time clocks; Summer hours
 - Prep for Fire Company Carnival
 - Farmers Market preparations
- Truck maintenance
 - Wash trucks
 - Chainsaw maintenance
 - Trk 23 DC Hi-Pot and PM

Borough of Perkasio

Calendar Year 2024



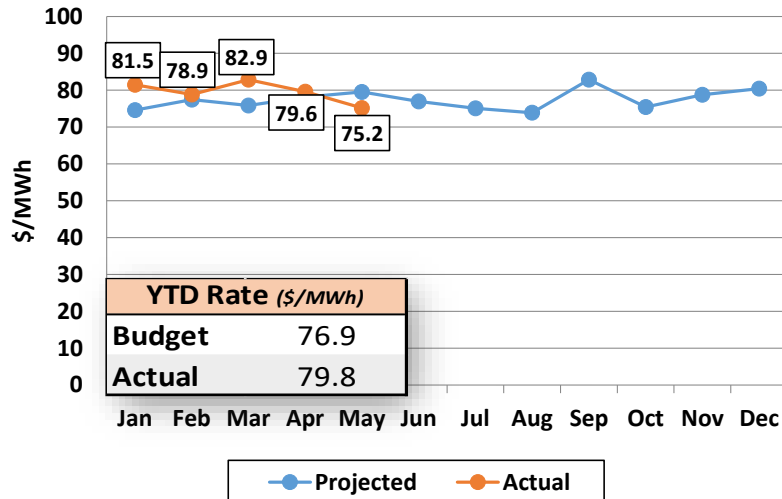
Wholesale Power Cost Summary May 2024



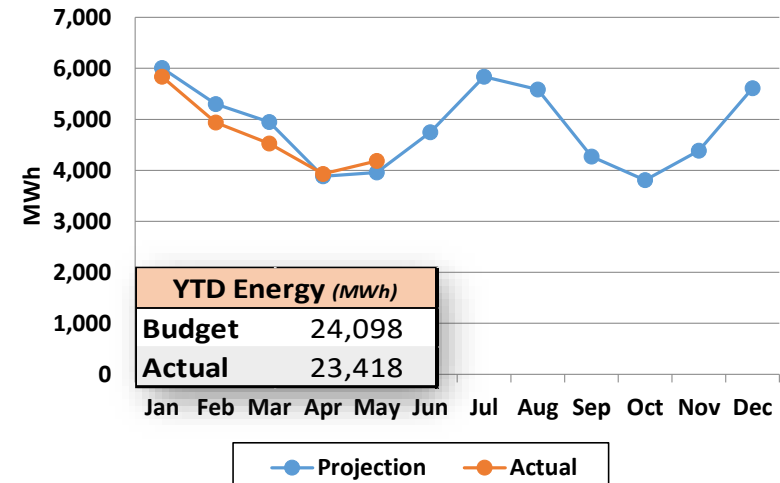


2024 Year to Date Wholesale Power Summary

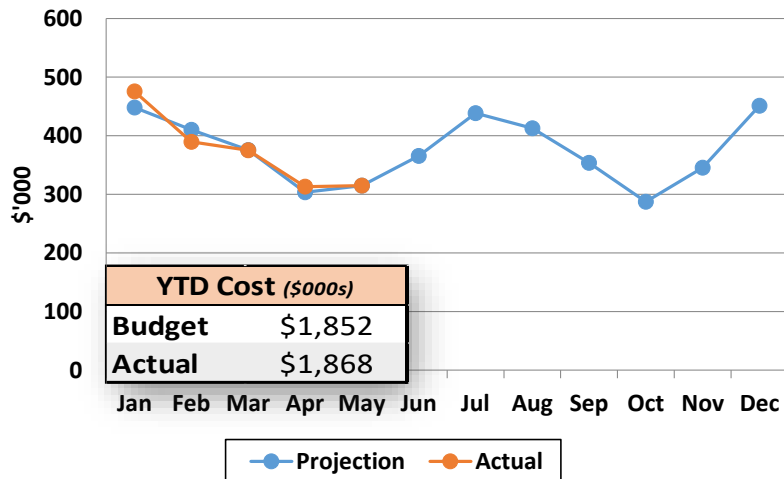
All-in Wholesale Power Rate



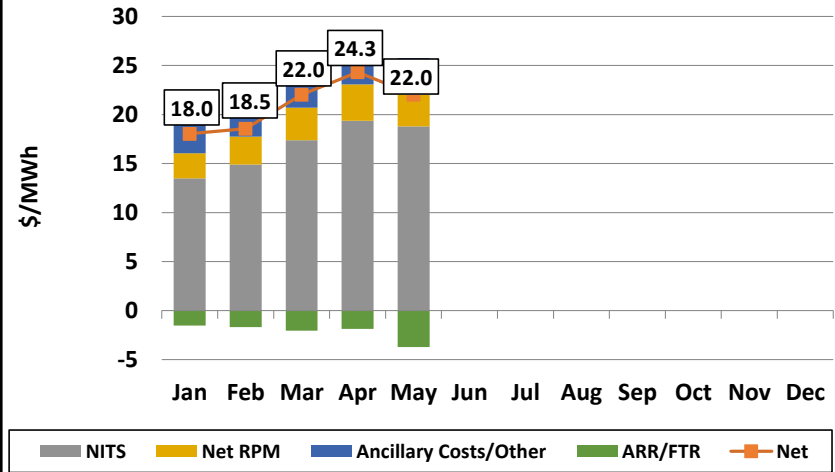
Total Energy Requirements



All-in Wholesale Power Cost



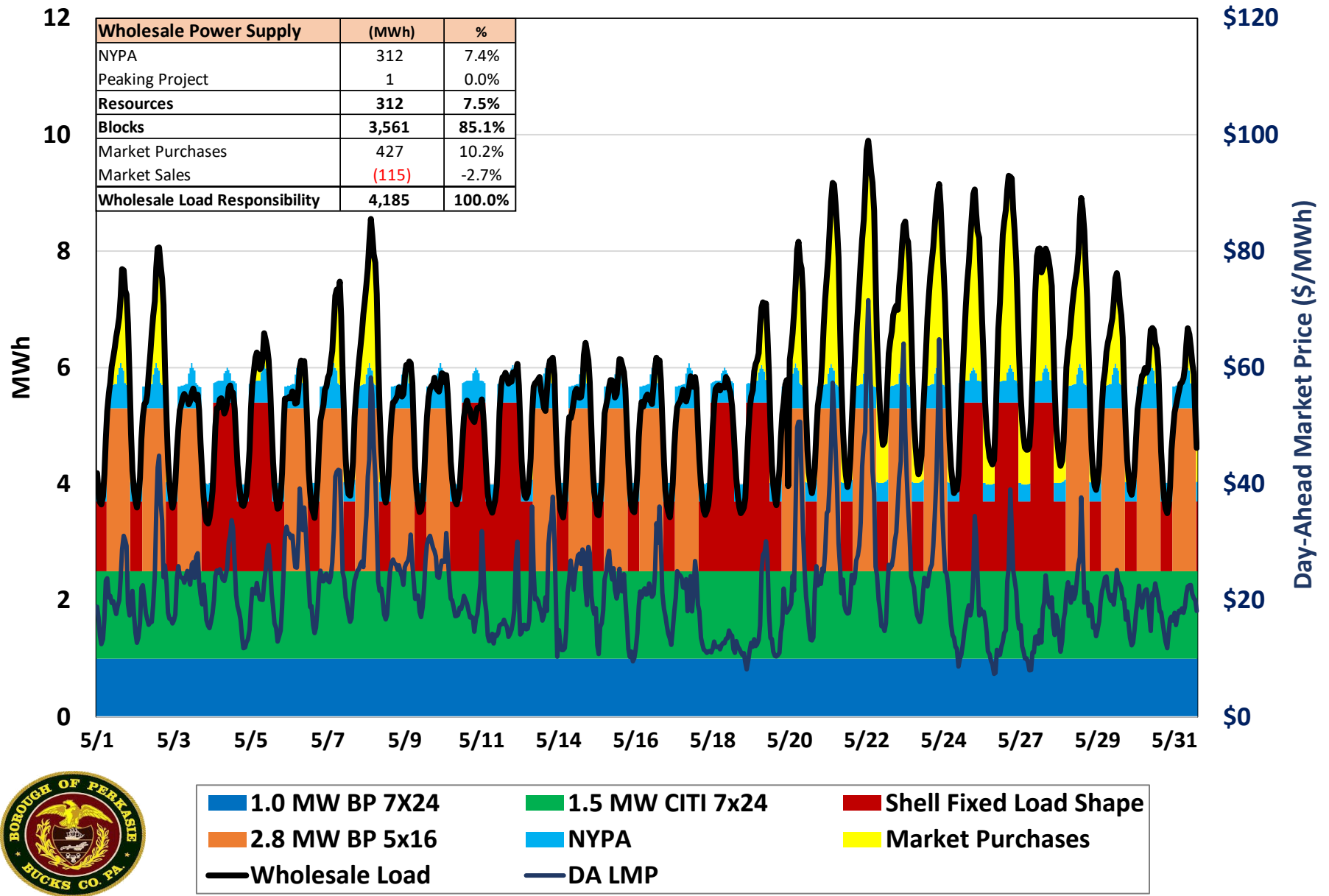
PJM Rates



1/ Excludes PJM Market Interaction Costs

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

Hourly Perkasio Load Wholesale Power Supply



Borough of Perkasio



2024 Year to Date Summary

All-In Rate Summary

	Resource Cost ¹		Purchased Blocks ¹		Market Purchases ¹		Market Sales ¹		Total Energy Cost		PJM Cost ²		Miscellaneous Costs ³		All-In Rate ⁴		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)	(\$/MWh)
Jan-24	\$188.47	\$189.12	\$47.08	\$50.38	\$74.40	\$75.36	\$34.30	\$23.75	\$56.02	\$62.11	\$17.06	\$18.04	\$1.52	\$1.31	\$74.60	\$81.46	6.86
Feb-24	\$203.47	\$189.55	\$47.14	\$48.13	\$61.36	\$27.96	\$33.59	\$16.80	\$56.64	\$58.80	\$19.24	\$18.55	\$1.54	\$1.53	\$77.42	\$78.87	1.45
Mar-24	\$192.47	\$184.08	\$43.70	\$46.35	\$51.87	\$32.87	\$27.57	\$14.42	\$53.76	\$59.71	\$20.55	\$22.02	\$1.55	\$1.12	\$75.87	\$82.85	6.99
Apr-24	\$202.11	\$200.86	\$38.63	\$40.41	\$40.39	\$30.78	\$26.30	\$21.15	\$50.55	\$53.17	\$25.99	\$24.31	\$1.60	\$2.15	\$78.15	\$79.63	1.48
May-24	\$204.27	\$195.06	\$39.89	\$40.48	\$46.00	\$30.96	\$26.69	\$17.96	\$52.47	\$51.67	\$25.49	\$22.02	\$1.60	\$1.49	\$79.56	\$75.18	(4.38)
Jun-24	\$237.98	-	\$42.27	-	\$50.88	-	\$24.79	-	\$54.32	-	\$21.06	-	\$1.56	-	\$76.95	-	
Jul-24	\$224.07	-	\$46.16	-	\$69.80	-	\$30.52	-	\$56.28	-	\$17.27	-	\$1.53	-	\$75.08	-	
Aug-24	\$218.06	-	\$44.04	-	\$60.07	-	\$29.80	-	\$54.32	-	\$18.02	-	\$1.54	-	\$73.87	-	
Sep-24	\$237.42	-	\$45.29	-	\$47.50	-	\$21.33	-	\$57.95	-	\$23.34	-	\$1.59	-	\$82.87	-	
Oct-24	\$207.20	-	\$34.55	-	\$40.72	-	\$25.30	-	\$47.78	-	\$26.08	-	\$1.61	-	\$75.47	-	
Nov-24	\$214.39	-	\$42.04	-	\$47.28	-	\$21.60	-	\$54.48	-	\$22.74	-	\$1.58	-	\$78.80	-	
Dec-24	\$201.08	-	\$48.71	-	\$90.55	-	\$22.54	-	\$60.98	-	\$17.94	-	\$1.53	-	\$80.45	-	
YTD	\$198.06	\$193.52	\$43.88	\$45.87	\$56.61	\$40.61	\$30.11	\$18.63	\$54.23	\$57.58	\$21.08	\$20.68	\$0.02	\$1.49	\$76.87	\$79.75	\$2.89

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

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

3/ Includes AMP Service Fees

4/ All-In Rate is based on Total Sales

Borough of Perkasio



2024 Year to Date Summary

Energy Supply Summary (MWh)

	NYPA			Market Purchases		Market Sales	
	Projected	Actual	Capacity Factor ¹	Projected	Actual	Projected	Actual
	(MWh)	(MWh)	(%)	(MWh)	(MWh)	(MWh)	(MWh)
Jan-24	276	346	83%	394	272	(302)	(436)
Feb-24	259	318	82%	470	160	(235)	(345)
Mar-24	277	340	82%	442	119	(309)	(465)
Apr-24	268	306	76%	238	242	(171)	(169)
May-24	276	312	75%	310	427	(188)	(115)
Jun-24	246	-	0%	351	-	(351)	-
Jul-24	247	-	0%	331	-	(469)	-
Aug-24	254	-	0%	336	-	(544)	-
Sep-24	243	-	0%	418	-	(269)	-
Oct-24	276	-	0%	196	-	(155)	-
Nov-24	268	-	0%	332	-	(327)	-
Dec-24	276	-	0%	432	-	(331)	-
YTD	1,356	1,622	80%	1,855	1,220	(1,205)	(1,530)

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

Borough of Perkasi



2024 Year to Date Summary

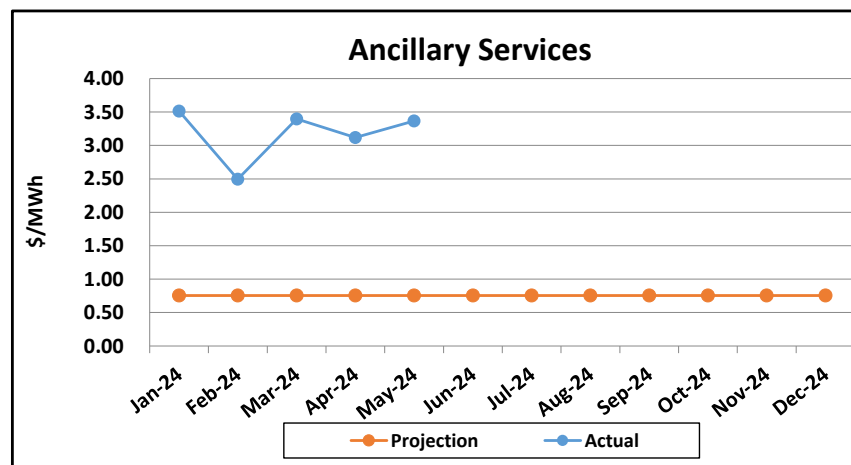
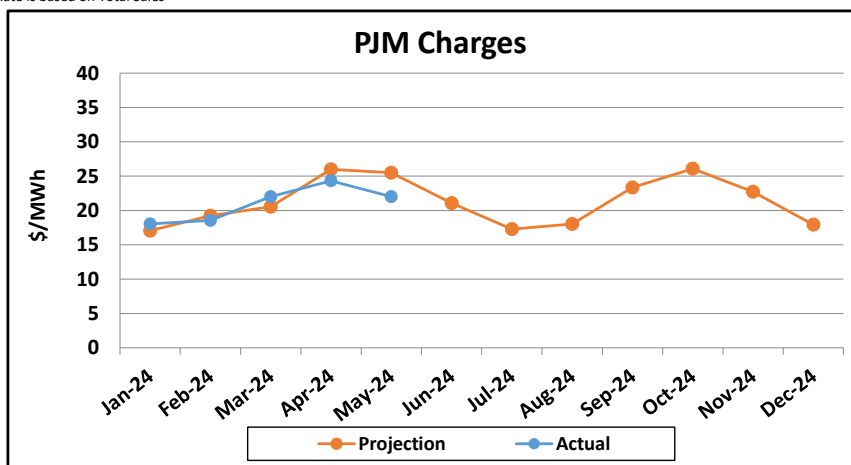
PJM Charge Summary (excl. PJM Market Interaction Costs)

	NITS		Net RPM ¹		ARR/FTR		Ancillary Services/Other ²		Total		Contribution to All-In Rate ³		Delta
	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	Projected	Actual	
	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$000)	(\$/MWh)	(\$/MWh)
Jan-24	80	79	18	15	-	(9)	5	21	103	105	\$17.06	\$18.04	\$0.98
Feb-24	80	74	18	14	-	(8)	4	12	102	92	\$19.24	\$18.55	(\$0.69)
Mar-24	80	79	18	15	-	(9)	4	15	102	100	\$20.55	\$22.02	\$1.47
Apr-24	80	76	18	15	-	(7)	3	12	101	96	\$25.99	\$24.31	(\$1.68)
May-24	80	79	18	15	-	(16)	3	14	101	92	\$25.49	\$22.02	(\$3.47)
Jun-24	80	-	17	-	-	-	4	-	100	-	\$21.06	-	-
Jul-24	80	-	17	-	-	-	4	-	101	-	\$17.27	-	-
Aug-24	80	-	17	-	-	-	4	-	101	-	\$18.02	-	-
Sep-24	80	-	17	-	-	-	3	-	100	-	\$23.34	-	-
Oct-24	80	-	17	-	-	-	3	-	99	-	\$26.08	-	-
Nov-24	80	-	17	-	-	-	3	-	100	-	\$22.74	-	-
Dec-24	80	-	17	-	-	-	4	-	101	-	\$17.94	-	-
YTD	400	386	90	74	0	(50)	18	75	508	484	21.08	20.68	(0.40)

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

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

3/ The Rate is based on Total Sales



Borough of Perkasio



May 2024

	Projected			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Invoice Summary¹									
1. AMP	3,960	\$51.74	\$204,883	4,185	\$50.49	\$211,318	225.02	(\$1.24)	\$6,435
(a) NYPA	276	\$42.04	\$11,620	312	\$19.10	\$5,956	35.34	(\$22.93)	(\$5,664)
(b) PA Peaking Project	0	\$0.00	\$44,840	0.6	\$86,034.38	\$54,976	0.64	\$86,034.38	\$10,136
(c) Purchased Blocks	3,562	\$39.89	\$142,100	3,561	\$40.48	\$144,156	(1.60)	\$0.60	\$2,056
(d) Miscellaneous Costs ²	3,960	\$1.60	\$6,323	4,185	\$1.49	\$6,230	225.02	(\$0.11)	(\$93)
2. PJM	3,960	\$27.82	\$110,182	4,185	\$24.69	\$103,316	225.02	(\$3.14)	(\$6,865)
(a) Market Purchases	310	\$46.00	\$14,252	427	\$30.96	\$13,213	116.99	(\$15.04)	(\$1,039)
(b) Market Sales	(188)	\$26.69	(\$5,029)	(115)	\$17.96	(\$2,061)	73.66	(\$8.73)	\$2,968
(c) Charges/(Credits) ³	3,960	\$25.49	\$100,958	4,185	\$22.02	\$92,165	225.02	(\$3.47)	(\$8,794)
3. Total Wholesale Power Costs⁴:	3,960	\$79.56	\$315,064	4,185	\$75.18	\$314,634	225	(\$4.38)	(\$431)
1/ Resource, Purchased Blocks and Market Purchase/Sales includes Congestion and Losses costs. 2/ Miscellaneous Costs incl. AMP Service Fees 3/ Includes Net RPM (RPM Charges and RPM Credits) for each Resource 4/ Based on Total Sales									

Borough of Perkasio



May 2024

	Projection			Actual			Delta		
	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
AMP									
Resources									
1. NYPA									
2. Fixed Charge	0.6	\$4.55	\$2,543	0.6	\$4.05	\$2,267	0	(0.50)	(\$277)
3. Energy Charge	276	\$22.41	\$6,194	312	\$14.03	\$4,373	35	(8.38)	(\$1,821)
4. Other Adjustments			\$0			\$113	0	0.00	\$113
5. Congestion & Losses	276	\$10.43	\$2,882	312	(\$2.56)	(\$797)	35	(12.98)	(\$3,679)
6. All in Cost	276	\$42.04	\$11,620	312	\$19.10	\$5,956	35	(22.93)	(\$5,664)
7. PA Peaking Project									
8. Fixed Charge	4.3	\$2.00	\$8,640	4.3	\$2.00	\$8,640	0	0.00	\$0
9. Energy Charge	0	\$0.00	\$0	0.6	\$499.69	\$319	1	499.69	\$319
10. Congestion & Losses	0	\$0.00	\$0	0.6	\$0.00	\$0	1	0.00	\$0
11. Other Adjustments	4.3	\$8.38	\$36,200	4.3	\$10.65	\$46,017	0	2.27	\$9,816
12. All in Cost (\$/kW-mo)	4.3	\$10.38	\$44,840	4.3	\$12.73	\$54,976	0	2.35	\$10,136
13. Total - Resources	276	\$204.27	\$56,460	312	\$195.06	\$60,932	36	(9.21)	\$4,472
Purchased Blocks									
14. BP 1.0 MW 7x24 (PPL)									
15. Energy Charge	744	\$34.71	\$25,824	744	\$34.71	\$25,824	0	0.00	\$0
16. Congestion & Losses	744	(\$1.07)	(\$795)	744	(\$0.46)	(\$344)	0	0.61	\$450
17. All in Cost	744	\$33.64	\$25,030	744	\$34.25	\$25,480	0	0.61	\$450
18. BP 2.8 MW 5x16 (PPL)									
19. Energy Charge	941	\$40.91	\$38,488	986	\$40.91	\$40,321	45	0.00	\$1,833
20. Congestion & Losses	941	(\$5.83)	(\$5,487)	986	(\$1.35)	(\$1,335)	45	4.48	\$4,152
21. All in Cost	941	\$35.08	\$33,001	986	\$39.56	\$38,986	45	4.48	\$5,985
22. Shell Fixed Load Shape 2x16 (PPL)									
23. Energy Charge	464	\$64.85	\$30,090	418	\$64.85	\$27,081	(46)	0.00	(\$3,009)
24. Congestion & Losses	464	\$4.31	\$2,001	418	\$0.35	\$144	(46)	(3.97)	(\$1,856)
25. All in Cost	464	\$69.16	\$32,091	418	\$65.20	\$27,226	(46)	(3.97)	(\$4,865)
26. Shell Fixed Load Shape 7x8 (PPL)									
27. Energy Charge	298	\$64.85	\$19,299	298	\$64.85	\$19,299	0	0.00	\$0
28. Congestion & Losses	298	\$4.31	\$1,283	298	\$0.33	\$99	0	(3.98)	(\$1,184)
29. All in Cost	298	\$69.16	\$20,583	298	\$65.18	\$19,399	0	(3.98)	(\$1,184)
30. CITI 1.5 MW 7x24 (PPL Resid)									
31. Energy Charge	1,116	\$29.20	\$32,587	1,116	\$29.20	\$32,587	0	0.00	\$0
32. Congestion & Losses	1,116	(\$1.07)	(\$1,192)	1,116	\$0.43	\$479	0	1.50	\$1,671
33. All in Cost	1,116	\$28.13	\$31,395	1,116	\$29.63	\$33,066	0	1.50	\$1,671
34. Total - Purchased Blocks	3,562	\$39.89	\$142,100	3,561	\$40.48	\$144,156	(2)	0.60	\$2,056

Borough of Perkasio



May 2024

		Projection			Actual			Delta		
		Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)	Billing Unit	Rate	Total Cost / (Credit)
		(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)	(MWh)/(MW)	(\$/MWh) / (\$/kW-mo)	(\$)
Miscellaneous Costs										
35.	AMP Fees	3,960	\$1.60	\$6,323	4,185	\$1.49	\$6,242	225	(0.11)	(\$81)
36.	Total - Miscellaneous Costs	3,960	\$1.60	\$6,323	4,185	\$1.49	\$6,230	225	(0.11)	(\$93)
37.	Total - AMP			\$204,883			\$211,318	0	0.00	\$6,435
PJM Charges										
38.	Market Interaction									
39.	Net Market Purchases	310	\$46.00	\$14,252	427	\$30.96	\$13,213	117	(\$15.04)	(\$1,039)
40.	Day-Ahead Purchases				426	\$29.63	\$12,609	426	\$29.63	\$12,609
41.	Balancing Purchases				62	\$31.81	\$1,968	62	\$31.81	\$1,968
42.	Net Market Sales	(188)	\$26.69	(\$5,029)	(115)	\$17.96	(\$2,061)	74	(\$8.73)	\$2,968
43.	Day-Ahead Sales				(103)	\$17.87	(\$1,837)	(103)	\$17.87	(\$1,837)
44.	Balancing Sales				(72)	\$21.92	(\$1,589)	(72)	\$21.92	(\$1,589)
45.	NITS	13	\$6.17	\$79,903	9	\$8.84	\$78,669	(4)	\$2.67	(\$1,233)
46.	Other Transmission Charges	13	\$0.00	\$0	9	\$0.90	\$8,051	(4)	\$0.90	\$8,051
47.	RPM Capacity									
48.	RPM Charge	16	\$1.22	\$18,909	10	\$1.54	\$15,931	(5)	\$0.32	(\$2,978)
49.	RPM Credit			(\$843)			(\$920)			(\$77)
50.	Net RPM			\$18,066			\$15,010			(\$3,056)
51.	Ancillary	3,960	\$0.75	\$2,990	4,185	\$0.90	\$3,752	225	\$0.14	\$762
52.	ARR/FTR Credits	3,960	\$0.00	\$0	4,185	(\$3.73)	(\$15,595)	225	(\$3.73)	(\$15,595)
53.	Administration Charges	3,960	\$0.00	\$0	4,185	\$0.55	\$2,291	225	\$0.55	\$2,291
54.	True-Up Load Reconciliation			\$0			(\$13)			(\$13)
55.	Total PJM Charges	3,960	\$27.82	\$110,182	4,185	\$24.69	\$103,316	225	(\$3.14)	(\$6,865)



BOROUGH OF PERKASIE

MEMORANDUM

DATE: July 12, 2024

TO: Borough Council
Mayor Hollenbach
Andrea Coaxum
Rebecca Deemer

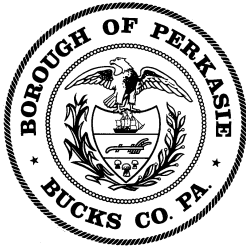
FROM: Harold Stone, Electric Department Superintendent

RE: Purchase of Meters

Meter replacements are progressing as expected. To date, we have installed 1,310 new AMI meters on the system. In 2023, our metering costs came in \$21,000 under budget due to an order of commercial meters being sent from Honeywell without communication capability, which had to be sent back. That order was corrected by the manufacturer, re-shipped and will now be invoiced in 2024. I am now asking Council to reallocate the \$21,000 that was not spent in 2023, to use towards those re-shipped meters that will now be invoiced, in addition to the \$155,000 that was budgeted for the 2024 order. We are expecting the delivery of 2024's meters soon, which Council previously approved in the summer of 2023, due to lead times being so far out.

Currently, the lead time for delivery of meters is estimated to be between 43 and 50 weeks. As discussed in previous budget meetings, the Borough has been funding the meter replacement program through the \$3.00 increase on customer charges across all rate classes. I anticipate recommending the same line item for the 2025 budget this fall (\$160,000). This should leave us hoping to compete the initial phase of the meter project with an order in 2026.

To secure the current pricing and our place in the meter delivery queue, I recommend that Council again authorize staff to submit a purchase order at this time so we can anticipate a delivery in summer/fall 2025.



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: RMUC ACT 1 Prize Submission / AMP Master Services Agreement

The Perkasie Borough Electric Company was awarded a cash prize of \$50,000 and 120 hours of Technical Assistance in Phase I of the Advanced Cybersecurity Technology (ACT) 1 Prize Program.

Borough staff is working diligently to prepare a submission for Phase II of the Act 1 Prize which will provide winners with an additional \$100,000 cash prize and 40 hours of Technical Assistance. The submission for Phase II, which is due in November 2024, requires that Perkasie Borough perform a cyber security assessment, and create a roadmap with plans and budgets to fortify our cybersecurity stance.

Attached is a Master Services Agreement, prepared by American Municipal Power, for your review. The services listed in Exhibit A will provide the deliverables required by the Prize Submission Rules, for a price not to exceed \$7,000.

As background, the Act 1 Prize Program is supported by the Rural and Municipal Utility Cybersecurity (RMUC) Program and led by the US Department of Energy (DOE) Office of Cybersecurity, Energy Security. It is designed to improve the ability of utilities to protect against, detect, respond to, and recover from cybersecurity threats.

SCHEDULE TO MASTER SERVICES AGREEMENT FOR CYBER SECURITY SERVICES

WHEREAS, American Municipal Power, Inc. (“AMP”) is a not for profit corporation that provides various services to its members; and

WHEREAS, AMP and the Borough of Perkasio, Pennsylvania (“Municipality”) have entered into a Master Services Agreement, designated as AMP Contract No. C-8-2008-6536, pursuant to which AMP provides certain services to Municipality as set forth in various schedules to the Master Services Agreement; and

WHEREAS, Municipality desires to receive Cyber Security Services (“Services”) pursuant to this Schedule to Master Services Agreement (this “Schedule”); and

NOW THEREFORE, in consideration of the conditions, terms and covenants herein, the parties agree as follows:

Section 1. Definitions and Explanations of Terms

Terms used but not defined herein shall have the meanings ascribed to them in Appendix A of the Master Services Agreement.

Section 2. Term

A. This Schedule is entered into and shall become effective as of _____, 2024 (the “Effective Date”) and shall remain in effect until December 31, 2024 (“Term”); provided, however, that Municipality shall remain obligated to pay to AMP any charges that shall have accrued hereunder and are unpaid as of such expiration date.

B. Either Party may terminate this Schedule for cause upon thirty (30) days’ written notice in the event of substantial failure by the other Party to perform in accordance with the terms hereof through no fault of the terminating Party. Notwithstanding the foregoing, this Schedule will not terminate as a result of such substantial failure if the Party receiving such notice begins, within ten (10) days of receipt of such notice, to correct its failure to perform and proceeds diligently to cure such failure within thirty (30) days of receipt thereof; provided however, that if and to the

extent such substantial failure cannot be reasonably cured within such thirty (30) day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, the cure period provided for herein shall extend up to, but in no case more than, thirty (30) days after the date of receipt of the notice.

C. Municipality or AMP may terminate this Schedule for convenience upon thirty (30) days' written notice.

D. In the event of termination for any reason, AMP shall be entitled to compensation pursuant to the terms of this Schedule for Services provided until the termination date.

Section 3. Scope of Services

A. For the term of this Schedule, AMP agrees to provide, and Municipality agrees to take and pay for, the Services set forth in Exhibit A, Scope of Services.

B. The Services shall be completed in a timely manner in consultation with Municipality.

C. Subject to review and prior written consent by Municipality, AMP may subcontract the performance of the Services provided under this Schedule, provided that AMP shall remain liable for the performance or non-performance of any such Services.

D. AMP shall designate in writing an employee of AMP to act as AMP's representative with respect to its responsibilities and the Services (the "AMP Representative"). The AMP Representative shall have authority to transmit instructions, receive information, and relay AMP's policies and recommendations with respect to the Services.

E. The AMP Representative shall give prompt written notice to Municipality whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

F. All Services shall be provided in accordance with all applicable laws, rules, regulations and codes.

Section 4 Compensation

A As payment for performance of the Services, AMP shall be compensated for the Services in accordance with the Fee Schedule as set forth in Exhibit B.

B. Should Municipality request any Services to be performed on site, AMP shall invoice Municipality for related incidental travel expenses and mileage, which will be reimbursed at the applicable IRS approved rate.

Section 5. Municipality Responsibilities

A. Municipality shall designate in writing an employee to act as Municipality's representative with respect to its responsibilities and the Services (the "Municipality Representative"). The Municipality Representative shall have complete authority to transmit instructions, receive information, and interpret and define Municipality's policies and decisions with respect to the Services.

B. Municipality shall provide AMP and its subcontractors with access to equipment, personnel and network infrastructure necessary to facilitate AMP's performance of the Services.

C. Municipality shall provide information, comments and approvals as required in a timely manner to AMP when such input is necessary for AMP to perform the Services. The Municipality Representative shall give prompt written notice to AMP whenever he or she observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of the Services or any defect or nonconformance in the Services, or in the work of any subcontractor pursuant to this Schedule.

D. Municipality shall take no action the effect of which would be to prevent, hinder or delay AMP from the timely fulfillment of its obligations under this Schedule or the Master Services Agreement; provided, however, that nothing contained herein shall be construed to prevent or restrict Municipality from asserting any rights which it may have against AMP.

Section 6. Liability and Warranties

A. AMP's liability for any injury or damage that is caused by the actions or omissions of AMP in the provision of the Services, is limited to the limits of applicable insurance, excluding umbrella coverage, maintained by AMP, irrespective of whether such damages arise out of negligence, gross negligence, recklessness, intentional acts or omissions, or strict liability, and irrespective of whether the theory of recovery of such damages sounds in tort, contract, or any other legal theory.

B. Notwithstanding the foregoing, in the event that AMP does not maintain insurance applicable to the aforementioned injury or damage, AMP's liability shall be limited to two times (2x) the amount paid for the Services hereunder, or \$50,000, whichever is greater.

C. Municipality agrees and understands that AMP does not make any representations or warranties regarding the Services provided.

D. This Section 6 shall survive the voluntary or involuntary termination of the Master Services Agreement, this Schedule, or any extension of either.

Section 7. Force Majeure

A. AMP shall not be liable to Municipality for any failure by AMP to deliver Services to Municipality on account of a Force Majeure event.

Section 8. Modification or Amendment

A. Except to the extent otherwise provided herein, with respect to supplements, amendments and modifications in the appendices, this Schedule shall not be amended, modified or otherwise changed except by written instrument executed and delivered by each Party.

Section 9. Master Services Agreement

All terms and conditions of the Master Services Agreement shall be applicable to this Schedule unless such term or condition is in express conflict with a specific term or

condition of this Schedule, in which case the term or condition of this Schedule shall prevail.

IN WITNESS WHEREOF, the parties have executed this Schedule. Each individual executing this Schedule represents and warrants that he/she has the authority to bind the party through the execution of this Schedule.

**BOROUGH OF PERKASIE,
PENNSYLVANIA**

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Title: _____

AMERICAN MUNICIPAL POWER, INC.

Brannndon Kelley, Sr. Vice-President
Strategy & Innovation
Chief Strategy Officer (CSO)

APPROVED AS TO FORM:

Michael A. Kyser
Assistant General Counsel

EXHIBIT A

SCOPE OF SERVICES

The Services consist of the following items:

Cyber Security Review

- Completion of the DOE Electricity Subsector Cybersecurity Capability Maturity Model (ES-C2M2) Assessment;
- Map the C2M2 Assessment results to the 40126 Cybersecurity Plan;
- Completion of the Center for Internet Security (CIS®) Critical Security Controls (CIS Controls) Assessment;
- Completion of a vulnerability scan of external and internal systems;
- Completion of a firewall rules review in alignment with best practices;
- Completion of an incident response exercise and review of the APPA incident response playbook;
- Development of a short-term (0-9 months) and longer-term (9-18 months) roadmap for remediation priorities with budget estimates;
- Complete a network and system architecture review;
- Complete a cybersecurity technology stack assessment;
- Develop a cybersecurity gap/risk analysis using the results of the assessments and reviews above;
- Review and redline of customer IT policies and procedures; and
- Providing the customer with a final report and executive presentation containing all the items above along with supplemental detail from each of the various items.

Cyber Implementation Services

- Provide assistance with the implementation of proposed cyber security solutions.
- Billed at time and materials rate of One Hundred Twenty Five Dollars (\$125) per hour.

EXHIBIT B
FEE SCHEDULE

The following table lists the associated fees for services described in this agreement.

Service Description	Cost
Cyber Assessment	\$7,000
Cyber Implementation Services	Time & Materials(T&M) @ \$125/hr
ESTIMATED TOTAL	\$7,000

- The cost provided above represents a fixed not to exceed price, exclusive of T&M costs. Actuals may be lower based on effort, and that is what the customer will be billed.
- All costs above shall be invoiced 50% upon execution and 50% upon completion, with Cyber Implementation Services billed as incurred, and calculated at T&M at the rate provided above.
- Any required travel and meal expenses are not included in the above total cost and will be billed separately as incurred.

BOROUGH OF PERKASIE
Building and Codes Department
Permit Issued For : June 2024

Building : Commercial

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
1 24-0052	33-002-021-00B	Commercial	NonResidential Interior Alteration	Skepton Construction, Inc	500 N RIDGE RD BLDG B	\$12,862.25	\$4.00	APPROVED	03/12/2024	06/12/2024
2 24-0084	33010018	Commercial	Demolition - Commercial	DOMINIC CAPECE/FREE WILL BREWING	410 E WALNUT ST	\$0.00	\$4.00	ACTIVE	04/17/2024	06/13/2024
3 24-0130	33005470	Commercial	NonResidential Interior Alteration	Kylee Marshall	N SEVENTH ST	\$145.00	\$4.50	ACTIVE	05/30/2024	06/17/2024
						\$13,007.25	\$12.50			

Building : Residential

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
4 24-0098	33010168	Residential	Deck/Patio	MELISSA DIGIOVANNANTONIO	38 N MAIN ST	\$122.50	\$4.50	ACTIVE	05/07/2024	06/12/2024
5 24-0109	33010022	Residential	Roofing	TIMOTHY SCHAFER ROOFING	452 E WALNUT ST	\$122.50	\$4.50	ACTIVE	05/22/2024	06/12/2024
6 24-0110	33010021	Residential	Roofing	TIMOTHY SCHAFER ROOFING	450 E WALNUT ST	\$122.50	\$4.50	ACTIVE	05/22/2024	06/12/2024
7 24-0111	33006072	Residential	New Residential Structure	BLUE SKY PROPERTIES LLC	532 CALLOWHILL ST	\$400.00	\$4.00	APPROVED	05/22/2024	06/17/2024
8 24-0131	33006106	Residential	Roofing	RAINMASTERS INC	327 N FIFTH ST	\$122.50	\$4.50	ACTIVE	05/31/2024	06/12/2024
9 24-0137	33002029	Residential	Roofing	BACHMAN'S ROOFING	200 S NINTH ST	\$122.50	\$4.50	OPEN	06/10/2024	06/11/2024
10 24-0139	33-002-012-01	Residential	Interior Alterations	SAL LAPIO HOMES	1201 GREENRIDGE CIR	\$1,077.50	\$4.50	APPROVED	06/13/2024	06/25/2024
11 24-0148	33011018-074	Residential	Roofing	TIMOTHY SCHAFER ROOFING	196 STRAWBERRY LA	\$122.50	\$4.50	APPROVED	06/19/2024	06/24/2024
12 24-0149	33014030	Residential	Demolition - Residential	PATRICK CURRIE	65 S MAIN ST	\$56.50	\$4.50	ACTIVE	06/19/2024	06/24/2024
13 24-0158	33004101	Residential	Roofing	TIMOTHY SCHAFER ROOFING	435 S NINTH ST	\$139.50	\$4.50	ACTIVE	06/25/2024	06/27/2024
14 24-0159	33011018-048	Residential	Deck/Patio	MIKE CASSIDY (VOLPE ENTERPRISES)	155 STRAWBERRY LA	\$122.50	\$4.50	APPROVED	06/26/2024	06/26/2024
						\$2,531.00	\$49.00			

Electrical : Residential

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
15 24-0133	33011018-015	Residential	New Electrical Work	CHELSEVIG ELECTRIC	158 STRAWBERRY LA	\$104.50	\$4.50	OPEN	06/05/2024	06/17/2024
16 24-0134	33005132	Residential	Alteration	KAYLEE LEAMAN (BERGEY'S ELECTRIC)	406 W WALNUT ST	\$104.50	\$4.50	ACTIVE	06/06/2024	06/12/2024
17 24-0147	33005165	Residential	Alteration	KAYLEE LEAMAN (BERGEYS ELECTRIC)	510 W CHESTNUT ST	\$129.50	\$4.50	ACTIVE	06/19/2024	06/24/2024
						\$338.50	\$13.50			

Mechanical : Residential

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
18 24-0132	33007015	Residential	Repair	MOYER & SON	1116 N SEVENTH ST	\$104.50	\$4.50	ACTIVE	06/03/2024	06/12/2024
						\$104.50	\$4.50			

Plumbing : Residential

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
19 24-0135	33006171	Residential	Repair	SCOTT ELSESSER -GOOD INC	422 N EIGHTH ST	\$122.50	\$4.50	COMPLETED	06/07/2024	06/12/2024
						\$122.50	\$4.50			

SIDEWALK : Residential

Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
20 APP-240	33016011	Residential	SIDEWALK REPAIR/REPLACEMENT		514 W BLOOMING GLEN DR	\$0.00		APPROVED	02/20/2024	06/27/2024

21	SW24-003	33007107	Residential	SIDEWALK REPAIR/REPLACEMENT		518 W BLOOMING GLEN DR	\$1,475.00		COMPLETED	03/05/2024	06/11/2024
22	SW24-011	33011003	Residential	SIDEWALK REPAIR/REPLACEMENT	A.J. DEMBROSKY CO, INC	318 N THIRD ST	\$0.00		COMPLETED	06/12/2024	06/13/2024
							\$1,475.00				

Use and Occupancy : Commercial

	Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date	
23	24-0046	33005278		Commercial	Commercial U & O	BRITTANY VAN EMMERIK	534 W MARKET ST	\$150.00		APPROVED	03/08/2024	06/03/2024
								\$150.00				

Zoning : Commercial

	Permit	Parcel	Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
24	24-0136	33005034	Commercial Sign - Permanent	JEREMY CANNON		\$87.50		ACTIVE	06/07/2024	06/14/2024
						\$87.50				

Zoning : Residential

	Permit	Parcel		Work Desc	Applicant	Work Location	Permit Fee	UCC	Status	App. Date	Issue Date
25	24-0082	33014043-031	Residential	Patio Only	DART, GEORGE III	404 DANIELLA CIR	\$50.00		APPROVED	04/16/2024	06/03/2024
26	24-0138	33-010-145-033	Residential	Patio Only	GOMBA NANCY	21 INDEPENDENCE CT	\$50.00		APPROVED	06/11/2024	06/14/2024
27	24-0140	33013012-024	Residential	NO IMPACT HOME BASED BUSINESS		503 LOMBARD ST	\$50.00		APPROVED	06/14/2024	06/14/2024
							\$150.00				

Total Permit Fees: \$17,966.25
Total State UCC: \$84.00

**PERKASIE BOROUGH
ORDINANCE NO. ____**

**AN ORDINANCE OF THE BOROUGH OF PERKASIE, BUCKS
COUNTY, PENNSYLVANIA, AMENDING CHAPTER 101 OF THE
PERKASIE BOROUGH CODE OF ORDINANCES
PERTAINING TO HAWKERS, PEDDLERS AND SOLICITORS**

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

WHEREAS, the Borough of Perkasia, in furtherance of the authority noted previously in this ordinance, has determined to amend the provisions of its Code of Ordinances so as to revise the provisions of Chapter 101 related to transient retail activities occurring within the Borough; and

WHEREAS, after public hearing, the Borough Council deems it to be in the best interest and general welfare of the citizens and residents of the Borough to amend its Code of Ordinances so as to revise the provisions of Chapter 101 related to transient retail activities; and

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

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

SECTION 1. The provisions of **Article I, Soliciting, §101-1,** shall be amended so as to change the title of Chapter 101 to Solicitors, Peddlers, and Vendors.

SECTION 2. The provisions of **Article II, Transient Retail Businesses, §101-5, Definitions and word usage, subsection B (2),** shall be amended so as to read as follows:

(2) Selling, soliciting or taking orders for any goods, wares or merchandise from a fixed location within the Borough on a temporary basis. For the purpose of this definition, ice cream trucks or other similar movable short stay businesses shall be considered transient retail businesses, provided that they stay at one location for approximately thirty (30) minutes or less.

No permit shall be required for children less than eighteen (18) years of age who go door-to-door or through other means take orders for and deliver newspapers, greeting cards, candy, bakery products, and the like and/or who represent non-profit organizations where circumstances are similar to what is described herein.

SECTION 3. Chapter 101 of the Perkasio Borough Code of Ordinances, is hereby amended by adding thereto the following new **Article III, Temporary Fixed Retail Businesses,** to read as follows:

ARTICLE III Temporary Fixed Retail Businesses

§101-12. Definition.

TEMPORARY FIXED RETAIL BUSINESS – Any truck, trailer, sidewalk cart or temporary booth where food, beverages and/or other goods, wares or services are sold in a fixed location within the Borough on a temporary basis, for more than 30 minutes. Temporary Fixed Retail Businesses include food trucks, trailers and carts, as well as craft, service, non-profit, civic, or any other organization that sets up a display or stand for the purpose of selling or solicitation.

§101-13. License required; fees.

- A. No business shall operate as a Temporary Fixed Retail Business within the Borough of Perkasio without first having obtained from the Borough Manager a license, for which a fee, as set from time to time by resolution of the Borough Council, which shall be for the use of the Borough, shall be charged depending on the term of the license, as follows:
- (1) One day.
 - (2) One calendar week or fraction thereof.
 - (3) One calendar month or fraction thereof.
 - (4) One Calendar year or fraction thereof
- B. No license fee shall be charged under this section:
- (1) To farmers selling their own produce.
 - (2) For the sale of goods, wares and merchandise donated by the owners thereof, the proceeds thereof are to be applied to any charitable or philanthropic purpose.
 - (3) To any manufacturer or producer in the sale of milk or milk products, bread and bakery products or meat and meat products, but all persons exempted hereby from the payment of the license fee shall be required to register with the Borough Manager and obtain a license without fee.
 - (4) To a business operating as a Temporary Fixed Retail Business entirely on privately owned property – must have written permission of property owner.
 - (5) To a business engaged by the Borough of Perkasio as a Temporary Fixed Retail Business at a Special Event organized and/or sponsored by the Borough of Perkasio. Any such business must secure separate approval from the Borough of Perkasio.
- C. The Borough Manager, pursuant to standards and policies established from time to time by the Borough Council, may similarly exempt from payment of the license fee, but not from registering a Temporary Fixed Retail Business working without compensation and selling or taking orders for goods, wares or merchandise for the sole benefit of any nonprofit corporation.
- D. Every license issued under the provisions of this Article shall be issued to the entity operating as a Temporary Fixed Retail Business and the license fee is imposed on the business entity.
- E. If a Temporary Fixed Retail Business operates in more than one location simultaneously, a license is required for each location.

§101-14. Application for license.

Every business desiring a license under the provisions of this Article shall first make application to the Borough Manager for such license. If such business shall also be required to obtain a license from any state or county officer, it shall, when making such application, exhibit a valid state or county license. In such application, such business shall give the organization's name and address; the name of the contact/lead operator; the date(s) and location(s) planned to vend; the type of goods, wares and merchandise to be offered; the length of time for which such license is to be issued; and the type and license number of any vehicle to be used by him in the conduct of such business in the Borough.

§101-15. Issuance, carrying, display or exhibit of license.

Upon receipt of such application and the prescribed fee, the Borough Manager, if he/she shall find such application in order, shall issue the license required under this Article. Such license shall contain the information required to be given on the application therefore. Every license holder shall carry such license and display at the location where they are vending.

§101-16. Regulations.

A business operating as a Temporary Fixed Retail Business in the Borough of Perkasio shall:

- A. Not engage in any business activity prohibited in the Borough of Perkasio by general or special law applicable thereto.
- B. Be legally parked & comply with curb markings and signage.
- C. Follow the hours of operation for Temporary Fixed Retail Businesses which shall be 9:00 am through 10:00 pm Sunday – Thursday, and 9:00 am through 11:00 pm on Friday and Saturday, prevailing time. Such time should include break down and clean up.
- D. Ensure that any serving/sales area, temporary signage, trash receptacle or other equipment does not inhibit vehicular or pedestrian traffic on public roads and sidewalks. Cables or hoses that cross the vehicular or pedestrian right of way will be protected by commercial cable covers intended for the purpose. All means of egress from any building must remain open.
- E. Not block any public amenity: examples are municipal signs, garbage receptacles, fire hydrants.
- F. Not use public utility hookups or use Borough-owned receptacles for trash and recycling. Sidewalks must be kept clean and litter must be cleared.
- G. Not use amplified speakers, microphones, bullhorns or similar as part of their mobile vending.

Perkasio Borough reserves the right to temporarily suspend the operation or move the location of a Temporary Fixed Retail Business for any reason deemed appropriate by the Borough.

§ 101-17. Suspension or revocation of license.

The Borough Manager or designee is hereby authorized to suspend or revoke any license issued under this Article when he shall deem such suspension or revocation to be in the interest of the public health, safety or morals or for the violation of any provision of this Article, or for giving false information upon any application for a license hereunder. Appeals from any suspension or revocation may be made to the Borough Council at any time within 10 days after such suspension or revocation. No part of a license fee shall be refunded to any person whose license shall have been suspended or revoked.

§ 101-18. Violations and penalties. [1]

Each day's violation of any provision of this Article shall constitute a separate violation, punishable as set forth in Chapter 1, General Provisions, Article II, Violations and Penalties.[2]

[1] Editor's Note: Amended at time of adoption of Code (see Ch. 1, General Provisions, Art. I).

[2] Editor's Note: Former Article III, Penalties, consisting of former § 101-10, Violations and penalties, which immediately followed this section, was deleted at time of adoption of Code (see Ch. 1, General Provisions, Art. I). See now §§ 101-4 and 101-11.

SECTION 4. All ordinances or parts of ordinances that are inconsistent herewith, are hereby repealed, it being understood and intended that all ordinances and the Borough Code of Ordinances that are not otherwise specifically in conflict or inconsistent with this Ordinance, shall remain in full force and effect, the same being reaffirmed hereby.

SECTION 5. The Council of the Borough of Perkasié does hereby reserve the right, from time to time, to adopt modifications of, supplements to, or amendments of this Ordinance, including this provision.

SECTION 6. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held invalid or unconstitutional, by any court of competent jurisdiction, such provision shall be separate, distinct and independent, and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. The failure of the Borough of Perkasio to enforce any provisions of this Ordinance shall not constitute a waiver by the Borough of its rights of future enforcement hereunder.

SECTION 8. This Ordinance shall take effect immediately and be in force from and after its enactment as provided by law.

SECTION 9. Under the authority conferred by the Pennsylvania Borough Code at 8 Pa.C.S.A. § 101 *et seq.*, and other relevant statutory law, the Council of the Borough of Perkasio in the County of Bucks, Commonwealth of Pennsylvania does hereby enact and ordain this Ordinance for the Borough of Perkasio.

Approved by the Borough Council of the Borough of Perkasio, this _____ day of _____, 2024.

Attest:

BOROUGH OF PERKASIE

Andrea L. Coaxum, Secretary

James Ryder, Council President

Examined and approved this _____ day of _____, 2024.

Jeff Hollenbach, Mayor

**THIS ORDINANCE SHALL BECOME EFFECTIVE
IMMEDIATELY UPON ENACTMENT AND SIGNATURE**

PARKS AND RECREATION DEPARTMENT

MONTHLY REPORT

June 2024

RECREATION

- Assisted with Bucks County Senior Games billiards competitions which was held on 6/5 at Pennridge Community Center.
- Community Yard Sale took place on Saturday, 6/8 with the Farmer's Market. Nine out of ten 'vendor' spots filled and this was the first year moving the yard sale from the Shelly's Lot to the street with all positive feedback. Will be running a fall Community Yard Sale on 9/21.
- Basketball League started the last week of June. League runs at Kulp Park into late July, early August weather dependent.
- Zombie Camp ran in Lenape Park the week of 6/17 with 15 participants enrolled.
- Chess Camp ran at Borough Hall the week of 6/24. This is the first time offering this camp and participants enjoyed it.
- Continued work putting together calendar of programs and coordinating with different departments and local business to host free community programs during July's Park and Recreation Month.



PARK INFORMATION

- Work finished on the light replacement project on the Pennridge Little League Complex.
- Work complete at the Skate Park. Asphalt renovation completed first, older ramps placed back into the park June 12th, park opened the following week but closed again starting June 24th for new ramp installation.



MENLO AQUATIC CENTER

- Menlo opened for the season. Pre-season summer hours included weekends and after school time frame but full season hours started on 6/7.
- Kulp Wading Pool opened for season starting 6/10.
- Swim lessons started the week of 6/10 and run Monday-Thursday for two weeks. This year there are 5 sessions of swim lessons scheduled throughout the summer.
- Aqua Zumba started Monday evenings at 7pm and Sunrise Yoga started Tuesday mornings at 6:45am the week of 6/10.
- All staff-Inservice was held on 6/15.
- First of two DJ Days took place on 6/27. DJ Days are run on days the facility closes early for PAC meets to help entice patrons to visit the pool.
- MyRec Membership Sales Report through June 30, 2024, includes new memberships but not payments made through payment plans:

Report via MyRec	Resident	Resident Total	Non-Resident	NR Total	Monthly Total*
Nov-Dec	136	\$ 31,360.00	117	\$ 33,856.00	\$ 65,216.00
January	11	\$ 1,765.00	21	\$ 3,859.50	\$ 5,624.50
February	26	\$ 4,239.17	21	\$ 4,540.00	\$ 8,779.17
March	56	\$ 11,373.68	64	\$ 21,148.36	\$ 32,522.04
April	170	\$ 37,575.00	182	\$ 55,511.67	\$ 93,086.67
May	84	\$ 15,825.00	122	\$ 24,505.00	\$ 40,330.00
June	137	\$ 24,335.00	145	\$ 32,725.00	\$ 57,060.00
Total	620	\$ 126,472.85	672	\$ 176,145.53	\$ 302,618.38

MEETINGS

- Attended Park Avenue Funding webinar – 6/4
- Skate Park Committee meeting – 6/11
- Park and Recreation Board meeting – 6/11
- Budgeting meeting – 6/13

ADMINISTRATION

- Updating and creating slides for the LED sign board which include upcoming major events, smaller programs, and Borough-wide public information.
- Created content and social media marketing utilizing Park and Recreation Instagram.
- Oversaw multiple proofing stages of the Perkasio Connection Summer Newsletter which is due to be mailed late June and contains information from July through September.



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

July 8, 2024

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Use of Lenape Park after dusk

I'd like to request council permission to use Lenape Park and the amphitheater after dusk hours for a free community Movie in the Park on Friday, July 26, 2024.

Any questions please let me know.

Sincerely,
Lauren Moll



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

July 10, 2024

TO: Borough Council and Mayor Hollenbach

FROM: Lauren Moll, Director of Parks and Recreation

SUBJECT: Opportunities at the Community Garden

As Council is aware the owners of the community garden parcel have reached out to the Borough indicating the possible future need to lease and/or sell that parcel of land. Over the past two Park and Recreation Board meetings the board has discussed the future of the community garden.

The Board noted that it is the only passive recreation space for the northern section of Borough residents. At this time the community garden plots are used for about six months throughout the year however the parcel has space and with addition of other possible passive recreation features could be developed into a true pocket park for those residents as well as be utilized throughout the year.

Some examples of passive recreation features that could be utilized include:

- Shade structure
- Seating such as picnic tables, benches, and/or porch swings
- Little library
- Informational and/or historical signage
- Concrete chess/checkers tables
- Local Art

Other amenities that could be added to create a well-rounded park also include:

- Play boulders and climbing rock features for children to play
- Outdoor musical instruments
- Outdoor sensory equipment
- Water fountain/water bottle filler

There are many park amenities available that could create that parcel into a fully utilized pocket park with a focus on passive recreation for the residents of the Borough.

Any questions please let me know.

Sincerely,
Lauren Moll



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: Special Events, Draft Ordinance

Per the direction of Borough Council, I have prepared draft language for a new Special Events Ordinance for Perkasio Borough. The attached draft aims to regulate and support applications for Special Events:

- on a Borough street, sidewalk, alley or other right of way that interferes with the normal flow of pedestrian or vehicular traffic, and
- on private property that are designed to attract large crowds such that the event will interfere with normal traffic flow and/or generate a need for Perkasio Borough services.

This draft Special Event ordinance details:

- Definitions pertaining to Special Events and Block Parties in Perkasio Borough
- Exceptions to the requirement for a permit
- The contents of a Special Event permit application and the process for its review
- Standards for issuance or denial of a Special Event permit
- Guidance for applicants seeking fee waivers and/or co-sponsorship of a special event
- Other requirements and penalties for violation of the ordinance

Residential and commercial block parties are regulated in this ordinance, but will require a different, simpler block party permit application. Applications for events in Perkasio's park system will continue to be regulated under Chapter 124 of the Borough ordinance.

SPECIAL EVENTS

Purpose.

The Borough Council finds that streets, public places and private facilities within the Borough are from time to time temporarily closed and used as sites for races, festivals, shows, neighborhood celebrations and other public events that are privately sponsored but open to the public. Events of this kind serve to improve the quality of life of the residents of the Borough and often result in large numbers of people congregating within the confines of the temporarily closed street, public places and private facilities, and the resulting crowd conditions may create concerns for police and fire access and other control concerns related to health, safety and welfare of the public and of persons and property in the designated area. It is therefore essential that a policy be established for regulating these Special Events to facilitate control over them by the sponsor and by the Borough to safeguard persons and property.

DEFINITIONS.

APPLICANT: Any person or any sponsoring organization seeking a special event permit from the Borough Council in order to conduct or sponsor an event governed by this chapter. This term shall include, in the case of an organization applying for a special event permit, an individual designated by such organization as the responsible contact person.

APPLICATION: A form required to be filed and approved by Borough Council for any special event.

APPLICATION FEES: A fee for filing the permit application and any additional fees as set forth in the Borough's Fee Schedule.

ASSEMBLY: A gathering, meeting or rally of 25 or more people without vehicles, that may interfere with the movement of vehicular or pedestrian traffic on any street or sidewalk or other public property.

BLOCK PARTY: A gathering of the residents on a residential street requiring a closure of a street or a portion thereof to vehicular traffic and use of the street for social and/or entertainment purposes.

BLOCK PARTY – COMMERCIAL: A gathering on any street requiring a closure of a street or a portion thereof to vehicular traffic and use of the street for social, entertainment and/or commercial purposes, where the applicant is a Borough business and the closure is at or adjacent to the physical location of the Borough business.

BOROUGH: The Borough of Perkasio, Bucks County, Pennsylvania.

BOROUGH COUNCIL: The governing body of the Borough of Perkasio.

BOROUGH MANAGER: The Borough Manager of the Borough of Perkasio, or their designee.

EVENT COORDINATOR: A contact person, designated by the sponsor of the special event who acts as the facilitator between the Borough and the sponsor of the event.

FIRST AMENDMENT ACTIVITY: All expressive and associative activity that is protected by the United States and Pennsylvania Constitutions, including speech, press, assembly, and/or the right to petition. For purposes of this chapter, commercial advertising that is regulated by the Code of the Borough of Perkasio is excluded from this definition.

FOR-PROFIT ORGANIZATION: A for-profit organization is one that operates with the goal of making money. Most businesses are for-profits that serve their customers by selling a product or service. The business owner earns an income from the for-profit and may also pay shareholders and investors from the profits.

ORGANIZATION: A firm, partnership, association, corporation, society, company nonprofit, charitable entity, or organization of any kind.

PARADE: A march or procession or motorcade consisting of persons, animals or vehicles, or any combination thereof, upon any public street, sidewalk, alley or other street right-of-way in the Borough, that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws or controls.

PERMIT: Any written authorization issued as required by this chapter for the conduct or performance of a special event.

PERMITTEE: Any person or any sponsoring organization to whom a special event permit is issued by Borough Council.

PERSON: Any individual.

PUBLIC PLACE: Any public place, park, playground, ball field, band shelter, gazebo, playing field or other areas owned, operated or leased by the Borough.

RIGHT-OF-WAY: A public street, alley, sidewalk or crosswalk, including bike and pedestrian paths.

SPECIAL EVENT: A parade, assembly, athletic event, street fair, art and craft show, carnival, soap box derby, rally, or other special event or activity that occurs in a public place or on a Borough street, sidewalk, alley or other street right-of-way and that obstructs, delays or interferes with the normal flow of pedestrian or vehicular traffic or does not comply with traffic laws and controls, but excluding a block party. The term "special event" shall also include indoor or outdoor concerts, displays, fairs athletic, and other events occurring on private property and designed to attract large crowds such that the event will interfere with normal traffic flow. For purposes of this chapter, special events regulated elsewhere in the Code of the Borough of Perkasio, including those in Perkasio parks, are excluded from this definition and this chapter.

SPONSOR: An organization or person that is responsible for setting up and/or staging the activities under this Part.

SUPPORT SERVICES: Those which can or must be provided by the Borough to ensure that an event is conducted in such a manner as to protect the rights, safety, health, property and general welfare of its residents. This includes but is not limited to fire protection, crowd management and control, traffic management, Borough administration and solid waste management.

PERMIT REQUIRED - EXCEPTIONS

A: Any person or organization seeking to conduct or sponsor a special event in Perkasio Borough shall first obtain a special event permit from Borough Council. A special event permit shall not be required for the following:

1. Funeral processions.
2. Any special event sponsored by the Borough, whether or not occurring exclusively on Borough property.
3. Any activity held solely on private property that does not require for its successful execution the provision and coordination of Borough services to a degree equal to and/or over and above that which the Borough routinely provides.
4. First Amendment activity on Borough streets or sidewalks that will not likely result in the obstruction of Borough streets or sidewalks nor compromise the ability of the Borough to respond to a public safety emergency.
5. Wedding processions.
6. Students going to and from school or other classes or educational activities, provided that such activity is under the immediate direction and supervision of the proper school authorities.
7. Activities of governmental agencies.

B: Any person or organization seeking to conduct a residential or commercial block party shall first obtain a Block Party permit from Borough Council.

SPECIAL EVENTS FOR COMMERCIAL PURPOSE AND EXCEPTIONS

No permit shall be issued authorizing the conduct of a special event intended to be held for the sole purpose of advertising any products, goods, wares, merchandise, or event, or designed to be purely for private profit, with the following exceptions:

A special event organized by a for-profit organization where Borough Council determines that the sole purpose of the event is to benefit economic development in the Borough of Perkasio, and where the event is limited to less than 1,000 participants, and where the event will not cause undue disruption to Perkasio Borough businesses and residents. Examples include, but are not limited to, local vendor events, and filming for the purposes of TV or Movie production or the like. Such exceptions are at the discretion of the Borough Council, and subject to all the conditions of application, review and permitting described in this chapter;

A Block Party organized by a Perkasio Borough business, where a Commercial Block Party permit has been issued by Borough Council.

APPLICATION FOR PERMIT

- A. Special events. Any person or organization intending to conduct or sponsor a special event shall apply to the Borough Manager for a special event permit at least 90 days in advance of the date of the proposed event. In emergency situations, determined at the sole discretion of the Borough Manager, the Borough Manager may consider any application for a permit to conduct or sponsor a special event not filed within the time frame required by this section.
- B. The Borough Manager shall also issue special event permits for First Amendment activity on a content-neutral basis to the extent required by law, and shall evaluate applications for such special events no later than two business days following receipt of such applications when such First Amendment activity is intended to respond to current events and depends for its value on a timely response. The Borough Manager shall impose only those conditions on such permit relating to time, place and manner of the proposed activity that are reasonably related to the Borough's significant interests and shall impose only such administrative fee as necessary to defray the cost of evaluation and scheduling of the event.
- C. The application for a special events permit shall be made, in writing, on a special event permit application form provided by the Borough Manager. Upon receipt, the Borough Manager shall forward a copy of the application to a committee of Borough staff for review, comment and recommendation. In order that adequate arrangements may be made for the proper policing of the special event and for other Borough services, the application shall contain the following information and documentation and comply with the following rules:
 - (1) The name, address and telephone number of the applicant, the sponsoring person or organization, and an Event Coordinator or other alternative contact person.
 - (2) The nature and/or purpose of the special event, the proposed date and location, the proposed starting and ending time.
 - (3) A description, where applicable, of the individual organizations which will be participating in the special event
 - (4) A map with an overview of the proposed event to include requests for electric, porta potty placement, and location of stages to be erected, if applicable.
 - (5) A description of any sound amplification equipment to be used, and the location at the event
 - (6) The estimated number of participants or spectators.

(7) An estimate of the number of vendors and locations. A final list of vendors and locations shall be submitted to the Borough Manager 7 days prior to the event, except in the case of First Amendment activity that is intended to respond to current events and depends for its value on a timely response in which case the applicant is to contact the Borough Manager at the time of permit submission to discuss whether vendors authorized by the applicant will be present.

(8) An indemnification agreement, signed by the applicant, pursuant to which the applicant agrees to reimburse the Borough for any costs incurred in repairing damage to Borough property occurring in connection with the permitted event and proximately caused by the permittee, its officers, employees or agents or any person under the permittee's control insofar as permitted by law, and, further, that the permittee shall defend the Borough against, and indemnify and hold the Borough harmless from, any liability to any persons resulting from any damage or injury occurring in connection with the permitted event proximately caused by the actions of the permittee, its officers, employees or agents or any person under the control of the permittee insofar as permitted by law. For purposes of this requirement, persons merely joining in a parade or event are not considered by that reason alone to be under the control of the permittee.

(9) A certificate of insurance evidencing \$1,000,000 in Comprehensive General Liability Insurance, along with all required endorsements, naming Perkasio Borough, its officers, employees and agents as additional insureds, to be filed no less than 20 days prior to the scheduled event. The Borough may require the applicant to obtain higher insurance limits if the Borough deems it necessary, based on the activity or activities planned as part of the special event. The Borough may require additional coverage and/or a liquor liability endorsement if food or alcoholic beverages are to be sold or served at the event.

(10) A certificate of insurance, if the Borough deems necessary and appropriate, from any vendors or other organizations participating in the special event for the policies and minimum coverages listed in Subsection B(8) above.

(11) Such other information as the Borough Manager may deem necessary, including, but not limited to, the following:

(a) The type and estimated number of vehicles, animals and structures that will be used at the event and whether water aid stations or first aid stations will be provided;

(b) The provisions made for sanitary facilities for persons participating in or attending the event;

(c) Whether food or beverage or alcoholic beverages will be sold at the event;

(d) The provisions made for monitors of the event;

(e) Parking needs for the event and any parking restrictions required;

(f) Provisions for the safety and wellbeing of participants, visitors and attendees at the event.

(g) If the special event is a parade, organizing and disbanding areas, the proposed route to be traveled and the proposed times when the event and any meeting or rally connected therewith are to be held, the portion of the streets to be occupied by the parade, the number, type and size of each float, the intervals of space to be provided between individual units in the parade, and the maximum size and material of any signs or banners to be carried along the parade route; and

(h) Any supplemental information deemed by the Borough Manager to be reasonably necessary to determine whether a special event permit shall be issued.

(12) Should any department within the Borough deem it necessary to perform an inspection(s) as a condition of a special events permit approval, the applicant shall allow for the inspection and attach the inspection report to the application or amended application.

(13) Number and locations of trash & recycling collection containers and arrangements to remove said containers at the conclusion of event. Site maintenance is the responsibility of the permittee, and the site must be left in a clean condition. Permittees are required to keep sidewalks, roadways, and other public or private spaces adjoining and adjacent to the event clean and free from refuse of any kind which may be generated by the running of the event.

E. No special event schedule shall last past 10:00 p.m. on special events occurring on a Sunday through Thursday, and no special event schedule shall last past 11:00 p.m. on special events occurring on a Friday or Saturday, and such evening hour restriction includes the time required for any related breakdown and cleanup of said special event.

F. Block party. Any person or organization intending to conduct a block party shall apply to the Borough Manager for a block party permit at least 14 days in advance of the proposed event. In emergency situations, determined at the sole discretion of the Borough Manager, they may consider an application for a permit to conduct a block party not filed within the time frame required by this section. The application for a block party permit shall be made, in writing, on a block party permit application form provided by the Borough Manager. In order that adequate arrangements may be made for any Borough services, the application shall contain the following information and the applicant shall agree to comply with the following rules:

(1) No block parties will be approved for Sundays.

(2) Residential Block party applicants must obtain the signatures of at least 75% of the residents on the block indicating their support of the application. Commercial Block party applicants must provide notice of the street closure and other details of the event to affected residents and Borough businesses.

(3) Block parties shall be limited to one per day.

(4) There will be no rain dates for block parties.

(5) No block party shall last longer than eight hours.

(6) All block parties must end by 10:00 p.m. on weeknights (Monday through Thursday) and 11:00 p.m. on weekends (Friday and Saturday).

(7) No block party permits will be approved for the same day as a Borough-approved special event.

(8) Block party applications require payment of an application fee as set out in the Borough's Fee Schedule with the submission of the application.

BOROUGH STAFF REVIEW

A. The Borough is responsible for determining whether to issue permits and licenses for special events and establishing guidelines for the safe and proper conduct of such events. To fulfill these responsibilities, the Borough must determine if such events can be safely and properly conducted and the terms and conditions under which an approved event may be conducted.

B. A committee of Borough staff will review the permit application. The purpose of the review is to allow the Borough to plan, evaluate, and coordinate for any special event, and establish the terms and conditions within which the event may be conducted. The review will allow the sponsor or the event coordinator to plan and manage the event within the context of any established terms and conditions.

C. The Borough staff review of special events may involve input from the following personnel (which can be reduced or increased to include other personnel at the Borough Manager's discretion):

- A. Borough Manager.
- B. Police Chief.
- C. Fire Chief.
- D. Public Works Director.
- E. Parks & Recreation Director
- F. Emergency Management Coordinator

D. The staff members conducting the Borough staff review will review and recommend to the Borough Manager the approval/disapproval of each proposed special event on its own merits. In reviewing a proposed special event, staff members will also review, evaluate and determine the costs of support services required for the special event, and the cost of support services that will be charged to the applicant. The Borough staff review will involve consideration of various criteria and factors, including but not limited to, the following:

1. Is the proposed special event considered desirable for the Borough?
2. Does the event history, size or complexity indicate potentially significant disruption to Borough residents or businesses.
3. Does the Borough have the ability to provide, if needed, the required support services regardless of who bears the cost?
4. Does the proposed special event conflict with any other proposed events or activities?

E. Additional services may be provided and/or required from the Borough and charged to the sponsor of special event. The reviewing committee will consider the need for, but not limited to, any of the following:

- A. Temporary parking signs
- B. Barricades
- C. Additional police protection
- D. Security
- E. Emergency medical services
- F. Utilities
- G. Restroom facilities
- H. Clean up and site maintenance
- I. Administration

F. At the request of the reviewing committee, the sponsor shall furnish any additional information that may be requested for a thorough Borough staff review. The sponsor shall abide by all of the terms and conditions established as part of the approval process, and shall provide for the protection of the safety, health, property and general welfare of those attending and participating in the special event.

G. The Borough staff members conducting the Borough staff review shall recommend to either approve or disapprove a proposed special event, submitting the conditions required if approved, the costs of support services and any other related issues to the Borough Manager in a timely manner so as not to delay the planning process.

H. The final approval for the special event proposed, along with all costs and conditions attached, will be made by the Borough Council in a public meeting of the Borough Council. The decision of approval/disapproval made by the Borough Council will be final.

ISSUANCE OR DENIAL OF PERMIT

A. The Borough Council shall approve or disapprove all applications for a special event permit with modifications or conditions as it deems appropriate, not less than 15 days prior to the scheduled date of the special event as shown on the application. The decision of Borough Council shall be final. The Borough Manager, in his discretion, reserves the right to disapprove or cancel a special event if he deems necessary to do so.

B. STANDARDS OF ISSUANCE. The Borough Council shall issue a special event permit upon approval of the special event application and upon agreement by the applicant, in writing, to the terms and conditions of the permit, provided that Borough Council determines that:

- (1) The time, route and size of the special event requested by the applicant will not disrupt to an unreasonable extent the movement of vehicle traffic in or through the Borough; or
- (2) The time, route and size of the special event will not require the diversion of so great a number of police officers of the Borough to properly police the parade route or event and the areas contiguous thereto that issuance of the special event permit will disrupt to an unreasonable extent police protection to the Borough;
- (3) The special event will not interfere with another special event for which a permit has been issued; and
- (4) The applicant has complied with the requirements of this chapter, including without limitation those provisions pertaining to indemnification, insurance, and the payment of applicable fees and deposits.

C. STANDARDS OF DENIAL. Borough Council, in its discretion, may deny an application for a special event permit and shall notify the applicant of such denial, in writing, if any of the following applies:

- (1) The information contained in the application is found to be false or incomplete in any material detail.
- (2) The applicant refused to comply with an inspection required by one or more Borough departments or the property proposed for the special event failed an inspection.
- (3) The applicant refuses to comply with any and all conditions of the permit.
- (4) The sole purpose of the event is advertising of any product, good, ware, merchandise or event and is designed to be held solely for private profit and not for First Amendment expression.
- (5) A special event permit application submitted prior in time has been approved for an event at the same time and place requested, or so close in time and place as to cause undue traffic congestion, or approval of both events will render the Police Department unable to meet the needs for police services for both events.
- (6) The proposed event will unduly disrupt the safe and orderly movement of traffic adjacent to the event site or will prevent proper police, fire or ambulance services to areas adjacent to the event site.
- (7) The size of the event will require diversion of such police resources in order to ensure the orderly conduct of the special event that protection of the remainder of the Borough will be compromised.
- (8) The location of the parade or other special event will substantially interfere with construction or maintenance work scheduled to take place on Borough streets, sidewalks, or any other property previously granted permit approval.
- (9) The special event will occur at a time when a school is in session and the route or location of the event will substantially interfere with the educational activities of the school.

D. Borough Council shall have the authority, in its sole discretion, to issue a special event permit notwithstanding the applicant's failure to comply with any of the provisions of this section, provided the applicant agrees to such conditions or modifications that alter the date, time, duration, route or location of the event, and provided further that any such modification shall be the minimum necessary to achieve compliance with Subsection C of this section.

NOTIFICATION

The Borough will notify the applicant within five days of the final decision. This notification will include the approval/disapproval of the proposed special event along with any costs and/or conditions attached.

APPLICATION FEE AND FEES FOR BOROUGH EXPENSES

A. Except as provided herein, each applicant for a permit to conduct a special event shall pay an application fee to defray the administrative costs of the Borough in reviewing and distributing the application, and preparing for such a special event, in an amount set forth in the Borough's Fee Schedule as amended from time to time by Borough Council.

B. Within five days of the approval of the application for a special event permit, the applicant shall pay to the Borough an amount specified in the Borough's Fee Schedule, in order to cover the Borough's estimated expenses for the special event, including, but not limited to, the costs of police protection and fire protection. The necessity of each itemized expense shall be evaluated on a case-by-case basis and shall be determined at the sole discretion of the Borough Council, upon the recommendation of the Reviewing Committee. If the fee required by this subsection is not paid within five days of the approval of the special event permit, the approval may be deemed to be void. Any actual costs incurred by the Borough for the special event shall be paid to the Borough by the applicant immediately upon receipt of an invoice therefore.

C. An applicant may make a request for a fee waiver for the application fee or the fees for Borough services. Perkasio Borough Council may consider the request and grant at their discretion, per the best interests of the Borough according to the following schedule:

Applicant	Eligibility for Fee Waiver Consideration
Private individuals and groups	NO
For profit / commercial	NO
Events with an admission charge or with paying vendors	NO
Charitable, non-profit or civic groups	NO – application fee YES / consider waiving fees for Boro services performed during normal working hours. Boro services performed outside normal working hours charged at rate per Fee Schedule
Governmental / mutual aid	YES – consider waiving fees for all Boro services
Large community events sponsored by Borough or organized by Borough supported non-profit	YES – consider waiving fees for all Boro services

CO-SPONSORSHIP

- A. Perkasio Borough Council fosters, supports and connects the community through special events and acknowledge that co-sponsorship may reduce financial impacts for organizers and assist with making sure the event is successful. Organizations hosting a special event that meets the criteria listed below may request co-sponsorship. Co-sponsorship requests are for in-kind services such as Borough staff costs, facility fees and utility fees. Co-sponsorship requests should establish a mutually beneficial partnership between the Borough of Perkasio and the community.

1. The following events are eligible for consideration:
 - A. Sponsored by non-profit organizations that have documented Federal 501c3 or 501c6 status or similar non-profit status (NB: non-profit status does not guarantee that a co-sponsorship will be granted);
 - B. Government organizations and school districts
 - C. Directly benefits Borough-owned programs and activities or facilities
 - D. Supports the local economy
 - E. Any event pertaining to Borough business or memorial services sponsored by veteran or public safety organizations
 - F. The applicant can demonstrate that the organizations has the experience and expertise to undertake the planning and execution of the proposed event.
2. The following events and organizations are not eligible for consideration:
 - A. Events presented by for-profit organizations or private individuals
 - B. Events or activities that are not open to the public
 - C. Organizations who received co-sponsorship the previous year but failed to fulfill their obligations during the event
 - D. Organizations whose revenue is substantially derived from the sale of firearms or weapons, tobacco and marijuana products, gambling or sexually explicit materials
 - E. Political organizations or organizations whose primary purpose or events is to act on behalf of, in support of, or in opposition to any political candidate ballot measure or political position
 - F. Events that discriminate on the grounds of race, color, national origin, ancestry, age, gender or disability
 - G. Activities primarily of a fundraising or charitable nature, unless the funds directly benefit Borough-owned programs, activities or facilities. Requests in this category will be considered for in-kind services up to the value of \$1,000
3. Applicants must submit a completed special event application with the co-sponsorship request.
4. Co-Sponsorship requests are reviewed by a committee of Borough staff and will be evaluated upon the organization's and event's mission and ability to demonstrate local community benefit, the total number of participants at the event, the impact on Borough residents, businesses and services, and the organization's financial need. A Co-Sponsorship request will be denied if it negatively impacts the Borough's budget or operations.

REQUIREMENTS

A. Approval to conduct a special event by this process does not relieve the sponsor or any participants, including but not limited to peddlers, vendors, mobile vendors, or exhibitors, from the responsibilities of applying for any other permits or licenses or meeting any other requirements which may be applicable in this chapter with respect to the following items:

- A. Fireworks.
- B. Peddlers/solicitation.
- C. Flyers/postings/banners. Signs and/or distribution of advertising materials.
- D. Vendors including Temporary Fixed Vendors.
- E. Health Department.

B. All special events must obtain liability insurance in the amount denoted on the application, which may change from time to time, with the Borough being named as an additional insured, or a larger amount in the discretion of the

Borough. This insurance shall satisfy all insurance requirements for the Borough for holding the special event. The insurance policy may be subject to the review and approval of the Borough Solicitor.

3. All required permits, licenses, security deposits, fees and insurances policies must be obtained no later than 10 days prior to the special event. All regulations and/or requirements set forth in this Chapter related to special events may be waived or adjusted for special events at the Borough Council's discretion.

CHANGE OF EVENT LOCATION

The Borough reserves the right to change the location of any special event from those proposed on the special event permit application to other routes and areas, at any time prior to the special event if the Borough Manager determines that the safety of the public or property requires such changes. Notice of such action shall be delivered, in writing, to the permittee.

REVOCATION OF PERMIT

Any special event permit issued pursuant to this chapter may be summarily revoked by the Borough Manager at any time when by reason of the occurrence of a disaster, public calamity, riot or other emergency, the Borough Manager determines that the safety of the public or property requires such revocation. Notice of such action revoking a permit shall be delivered, in writing, to the permittee. Revocation of the permit may take place up to and during the special event.

INTERFERENCE WITH A SPECIAL EVENT

No person shall knowingly join in any special event conducted under a permit issued by Borough Council in violation of any of the terms of the permit, knowingly participate in any permitted special event without the prior consent of the permittee, or in any manner interfere with the progress or orderly conduct of any permitted special event.

PARKING IN SPECIAL EVENT LOCATION

The Perkasio Police Department shall have the authority, when reasonably necessary, to prohibit or restrict the parking of vehicles along the street or portion thereof which is within the perimeter of a special event area. The permittee shall be required to post signs giving notice of such restrictions and it shall be unlawful for any person to park or leave unattended any vehicle in violation thereof.

INCLEMENT WEATHER

The Borough Manager may, in their sole discretion, cancel any special event due to inclement or threatening weather, or hazardous or wet site conditions.

VIOLATIONS AND PENALTIES

A. Any person violating any provision of this chapter shall be guilty of a summary offense, and upon conviction thereof in a summary proceeding, shall be sentenced to pay a fine of \$1,000 for each offense, and in default of the payment thereof, shall be sentenced to imprisonment for a term not exceeding 30 days. Such fines or penalties shall be collected as like fines or penalties are by law collected. Borough Council shall have the ability to withhold future permit approval until all fines and penalties are paid in full.

B. Any person conducting or sponsoring a special event or a block party, as applicable, without first providing the necessary fees and deposits as required by this chapter shall be billed for the actual cost by Perkasio Borough for police, cleanup services and other Borough services. Failure to pay such costs billed by the Borough for such services within 15 days shall result in the imposition of a 10% penalty and interest at the rate of 1% per month until said costs are collected.



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

Complete all questions and return application form with all required and supplemental attachments to Perkasio Borough at least 45 days prior to the event. An initial fee is due at the time of application, per the Borough's fee schedule. Perkasio Borough will provide an invoice when the permit is approved, detailing an estimate of additional fees. Perkasio Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

Primary Contact Name:		
Primary Contact Address:		
City:	State:	Zip:
Primary Contact Email:		

Date of event:	Rain Date:
Event Duration (start date & time – end date & time):	
Estimated Attendance (include organizers, volunteers, attendees, spectators etc):	
Site Arrival / Set Up time:	Site Departure:
Will a registration /entry fee be charged. If yes, how much?	

Is this a fixed or moving event (ie, run / bike ride etc):
Event Description (provide a description of the proposed event including activities, entertainers, vendors, facilities, etc):

4. SITE PLAN / DIAGRAM

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

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

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

ATTACHMENT REQUIRED:

If this is a MOVING EVENT or will CROSS ANY ROADWAYS, please provide a detailed route description from start to finish.

Starting Location:

Finishing Location:

5. COMFORT STATIONS / PORTA POTTIES

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

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

6. ELECTRICAL SERVICE

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

Perkasie Borough Electric Service

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

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

7. TRASH & RECYCLING SERVICE

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

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

8. ROAD CLOSURES & TRAFFIC CONTROL

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

ROAD CLOSURES Roads may be closed only with the express approval of Perkasie Borough Council. Applicant is responsible for ensuring roads are closed as approved, including erecting and taking down barricades. Roads & sidewalks must be left clear and open after the event. <ul style="list-style-type: none"> Perkasie Borough provides road barricades and cones on request. We will drop barricades and cones at specified locations and collect them after the event. An hourly rate is established in the Borough's Fee Schedule. An estimate for drop off and collection of barricades & cones will be provided upon application and an initial fee is required at that time. Any balances for actual time worked will be invoiced after the event has taken place. 	
Barricades Requested: Yes / No	Mark # & locations on sketch map.
Cones Requested: Yes / No	Mark # & locations on sketch map.

PEDESTRIAN CROSSING Applicant is responsible for providing safe crossing at open road crossings where heavy pedestrian traffic is expected. Any personnel must be trained, qualified traffic flaggers and have the necessary safety equipment. <ul style="list-style-type: none"> Perkasie Borough provides qualified Crossing Guards on request, and subject to staff availability. An hourly rate is established in the Borough's Fee Schedule. Any balances for actual time worked will be invoiced after the event has taken place. 		
Crossing Guards Requested: Yes / No	# Guards:	Mark # & locations on sketch map.

TEMPORARY PARKING RESTRICTIONS Applicant is responsible for clearly marking any areas with temporary parking restrictions at least 48 hours before the event. Use cable (zip) ties to attach signs - do not use nails, tacks, or staples on electric poles, light poles, trees or any other street furniture. Applicant must remove all signs immediately at the end of the event. <ul style="list-style-type: none"> Perkasie Borough provides high visibility "No Parking" signs on request. A fee per sign is established in the Borough's Fee Schedule 	
No Parking Signs Requested: Yes / No	# of signs:

EVENT PARKING <ul style="list-style-type: none"> Applicant is required to provide a parking plan, showing parking locations for staff, volunteers, attendees. Provide details of any Park & Ride parking locations and shuttle routes / drop off points:

9. MITIGATION OF IMPACT

ATTACHMENTS REQUIRED:

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

10. TEMPORARY FIXED VENDORS

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

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

Estimated number of Food Trucks / Trailers:

Estimated number of For-Profit Vendors:

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

11. ENTERTAINMENT

ATTACHMENTS REQUIRED:

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

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

12. EVENT SAFETY AND SECURITY

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

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

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

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

13. POLICE DEPARTMENT

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

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

14. FIRE SAFETY

ATTACHMENTS REQUIRED:

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

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

15. EMERGENCY MEDICAL PLAN

ATTACHMENTS REQUIRED:

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

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

On-Site Emergency Medical Service: Yes / No

Standby Service Notified: Yes / No

If yes, Agency Name:

Agency Phone:

16. WAIVER & INSURANCE

ATTACHMENTS REQUIRED:

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

Indemnification:

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its invitees

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

Damage to Borough Property

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

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

17. FEES & CHARGES ** subject to change

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

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

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

The following fees are due **upon permit approval and will be invoiced when the event permit is mailed to the applicant**:

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

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

18. SUBMISSION CHECKLIST (ATTACHMENTS)

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

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

Signed: _____ Date of Application: _____

On behalf of Organization: _____



BOROUGH OF PERKASIE

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

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

BLOCK PARTY PERMIT APPLICATION

Complete all questions and return application form with all required and supplemental attachments to Perkasio Borough at least 45 days prior to the event. An initial fee is due at the time of application, per the Borough's fee schedule. Perkasio Borough reserves the right to add services during the event if we deem it necessary for event safety then invoice a final balance.

- ☐ Residential Block Party:
☐ Commercial Block Party (Perkasie Borough businesses only):

1. APPLICANT INFORMATION – the Primary Contact is the person who is to be contacted regarding the Block Party

Primary Contact Name:		
Primary Contact Organization (if non-residential block party):		
Primary Contact Address:		
City:	State:	Zip:
Primary Contact Email:		

2. NON-RESIDENTIAL BLOCK PARTY – use this section for a non-residential Block Party

Event Name:	Type of Event:
Are you hosting another Organization?	Is this organization a 501c3 or 501c6 non-profit?
If so, list name address and phone below:	Is this organization a private/for-profit entity?
Organization Name:	Purpose of Event:
Organization Address:	
Organization Contact Person:	Email:
Organization Phone:	

2. GENERAL EVENT INFORMATION

Date of event:	Rain Date:
Event Duration (start date & time – end date & time):	
Estimated Attendance (include organizers, volunteers, attendees, spectators etc):	
Site Arrival / Set Up time:	Site Departure:
Will a registration /entry fee be charged. If yes, how much?	

4. REQUESTED ROAD CLOSURE

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

Road to be closed:	From (street):	To (street):
--------------------	----------------	--------------

5. PLEASE READ THE FOLLOWING BEFORE SUBMITTING APPLICATION:

- This application must be accompanied by cash, a check or money order payable to the Borough of Perkasié in the amount of the permit fee: <https://perkasieborough.org/departments/building-zoning/fee-schedule/>
- Applicant must be a resident of the requested block closure or, for non-residential block parties, a Borough business located on the requested block closure
- For-profit vendors are not permitted at block parties without the express permission of Borough Council. Any permitted vendors must comply with all PA state and Bucks County licenses and other requirements and the Borough's Transient Retail ordinance including paying the fee, and obtaining a Transient Retail License.
- No block party permits will be approved for Sunday, for the same day as a Borough approved or sponsored Special Event, or for the same day as another approved block party
- No rain dates for block parties
- No block party shall last more than 8 hours
- All block parties must end by 10pm on Monday-Thursday, and 11pm on Friday -Saturday. This includes break down and clean up.
- The applicant assumes responsibility for the proper disposal of trash and recyclables associated with the event.

WHEN APPROVED, A BLOCK PARTY PERMIT SHALL BE ISSUED, AUTHORIZING THE APPLICANT TO CLOSE THE STREET. PERMIT IS SUBJECT TO REVOCATION IF THE APPLICANT DOES NOT COMPLY WITH ALL PERTINENT LAWS, RULES AND REGULATIONS INCLUDING ANY CONDITION OR RESTRICTIONS IMPOSED BY THE BOROUGH OF PERKASIE.

6. NON-RESIDENTIAL BLOCK PARTIES

NOTIFICATION TO ALL AFFECTED RESIDENTS & BUSINESSES

Confirmation of notification to all residents living on the block, and businesses operating on the block is required for approval. Please attach a copy of the notice and method of delivery to this application.

REQUESTOR AGREES TO BE RESPONSIBLE FOR ALL INJURIES TO PERSONS OR DAMAGE TO PROPERTY

Homes on block:

Businesses on block

I have notified residents and businesses affected by the road closure of this application:

Applicant signature:

7. RESIDENTIAL BLOCK PARTIES

SIGNATURES AND ADDRESSES OF ALL PETITIONERS

One adult signature per household from 75% of all residents living on the block is required for approval. Use additional sheets if necessary

Road to be closed:	From (street):	To (street):
Date of event:	From (time):	To (time):
REQUESTOR AGREES TO BE RESPONSIBLE FOR ALL INJURIES TO PERSONS OR DAMAGE TO PROPERTY		
# Homes on block:		# of signatures:

PLEASE PRINT & SIGN LEGIBLY WHEN COMPLETING INFORMATION BELOW:

[illegible]

8. APPLICANT WAIVER:

Indemnification:

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

Waiver of Subrogation

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

Damage to Property of the Applicant and its invitees

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

Damage to Borough Property

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

9. FEES & CHARGES ** subject to change

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

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

Application Fee: \$100:	

Perkasio Borough reserves the right to invoice the Applicant for the balance of any Borough services provided during the event if we deem them necessary for health, safety and/or security reasons. Such services might include barricades, cones, Police Department coverage or response, trash, recycling, equipment or utility fees.

10. CERTIFICATION

I hereby certify that the statements contained herein are true and correct to the best of my knowledge and belief. I have reviewed and agree to the waiver statements herein. I understand that if I knowingly make any false statement herein, I am subject to such penalties that may be prescribed by law or ordinance:

Applicant's Signature:

Date:

On behalf of Organization (where applicable:



BOROUGH OF PERKASIE

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

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

SPECIAL EVENT PERMIT APPLICATION

WHAT IS A SPECIAL EVENT?

An event that, because of its nature, interest, location, promotion, or any combination of similar influences, is expected to draw a large number of people, proposed to be held on

- public property, or
- on private property but impacting public property or roadways, and/or requiring the use of public support services,

for the purpose(s) of entertainment, celebration, amusement, cultural recognition, arts and craft displays and/or sales, special sport competitions, block parties or similar activities generally considered recreational in nature.

WHAT GETS REVIEWED BY THE BOROUGH?

The purpose of the Borough staff review is to provide a mechanism which will allow the Borough to plan, evaluate the feasibility of any special event, to establish terms and conditions within which the event may be safely conducted, and to allow the applicant and event planners to plan and manage the event.

REVIEW SCHEDULE:

After receiving a completed application with fee, the Borough will conduct an initial review and tentatively reserve the requested location and date, then schedule a meeting with the applicant to discuss the application. This schedule sets out a tentative schedule:

Event Month	Application due by 1 st day of	Reviewed at first Borough Council in month of
January	October	December
February	November	January
March	December	February
April	January	March
May	February	April
June	March	May
July	April	June
August	May	July
September	June	August
October	July	September
November	August	October
December	September	November

RESPONSIBILITIES OF STAFF REVIEW:

Staff members participating in the Borough staff review are tasked with reviewing, evaluating and recommending the approval or denial of the application to the Borough Manager. The review also recommends any particular terms & conditions and Borough services required to safely run the event and estimates the cost of services to the applicant.

WHO REVIEWS & APPROVES THE APPLICATION?

Borough staff review may include these and other personnel at the direction of the Borough Manager:

Borough Manager / Assistant Borough Manager
Police Chief
Fire Chief
Public Works Director
Electric Supervisor
Parks & Recreation Director
Emergency Management Coordinator

The staff review will result in a recommendation to Borough Council to approve or deny the Special Event permit application. Borough Council will vote on the application at a Borough Council meeting, and their decision is final. The decision will be communicated in writing to the applicant within 5 days of the Borough Council meeting.

BOROUGH RESPONSIBILITY:

The Borough is responsible for determining whether a Special Event can be safely and properly conducted, and for the terms & conditions under which an approved event may be conducted. The Borough is responsible for reviewing the application and timely communication with the applicant. The Borough will provide Borough services and equipment to the applicant as agreed during the review and approval process.

FEE WAIVERS:

Some organizations and events are eligible for consideration of a fee waiver. A letter detailing the request should accompany a completed Special Event Permit application. A request does not guarantee that a waiver will be approved.

APPLICANT'S RESPONSIBILITY:

The applicant is responsible for providing a full explanation of the event including:

- A description of the nature & purpose of the Special Event
- The date, times and location of the event & the expected number of participants
- A description of the sponsoring & participating organizations
- Overview and detail maps showing event attractions and features
- Descriptions of sound amplification, stages and other entertainment offered, locations of vendors noting food and alcohol served
- Descriptions of event services with locations of sanitary facilities, trash & recycling, parking, command centers, road closures & detours, evacuation routes and any other safety information requested by the Borough Manager

The applicant will submit a full Special Event Permit application, including the application fee

The applicant will provide a prompt response to questions and requests for additional information during the review process.

The applicant will agree to abide by any terms & conditions set by the Borough Manager as a result of the Borough's review. Terms & conditions may be set to ensure the safe and proper execution of the special event.

The applicant will ensure that any vendors or other participating organizations have any PA state or Bucks County licenses or permits necessary for their operations.

The applicant will pay any estimated charges for Borough services at least 5 days before the event date, and provide a Certificate of Insurance evidencing \$1,00,000 in general liability coverage at least 20 days before the event date.

The applicant understands that the Borough may move the event, change the event perimeter or revoke the event permit, in the occurrence of a disaster, public calamity, riot or other emergency, or if the Borough Manager determines that the safety of the public or property requires such action.

AFTER THE EVENT:

Site clean up is the responsibility of the applicant, and the site must be left in a clean and safe condition.

The applicant is responsible for removing any No Parking signs or other event signage.

The applicant will agree to pay the balance of any charges for Borough services, should the Borough need to provide additional support during or after the event. Payment should be made within 30 days of receipt of the Borough's invoice.

The applicant will participate in a post-event meeting should the Borough Manager request one.

Date: 06/17/2024

Check Register #25 – June 21, 2024

User: HEATHE

Time: 1:43:59PM

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000003707 VC-00058667 0000003707	AT&T Mobility 06082024 AT&T Mobility	2 FirstNet Mobile Aircards 5/1-5/31/24	07.442.324	06/21/2024 81.78	81.78		
			Vendor Total:				
0000004391 VC-00058653 0000004391	BDS - Souderton Bearing & Drive Solutions 6606094 BDS - Souderton Bearing & Drive Solutions	Tri Power Belts PW	01.454.370	06/21/2024 53.00	53.00		
			Vendor Total:				
0000004084 VC-00058650 0000004084	Britton Industries 1141208-IN Britton Industries	Yard Waste 40 Yd Roll Off & Tipping Fees	05.428.368	06/21/2024 718.12	718.12		
			Vendor Total:				
0000005392 VC-00058637 0000005392	Byrna Technologies, Inc. #INVUS490409 Byrna Technologies, Inc.	Police Patrol Supplies	01.410.240	06/21/2024 396.66	396.66		
			Vendor Total:				
0000005395 VC-00058676 0000005395	Carolyn Reichenbach 07232008.00 Carolyn Reichenbach	Electric Final Bill Deposit Refund	07.200.100	06/21/2024 114.91	114.91		
			Vendor Total:				
0000000113 VC-00058663 VC-00058663 0000000113	Cash Petty Cash Petty Cash Cash	Farmers Mkt & Postage Petty Cash Reim Farmers Mkt & Postage Petty Cash Reim	01.451.501 01.405.215	06/30/2024 06/30/2024 25.36	24.00 1.36		
			Vendor Total:				
0000004547 VC-00058641 0000004547	Chadwick Service Company 98762 Chadwick Service Company	Police HVAC Qtrly Maintenance 1 of 4	01.410.373	06/21/2024 1,030.00	1,030.00		
			Vendor Total:				
0000000135 VC-00058619 VC-00058673 VC-00058664 0000000135	Clemens Uniform S1639545 1639928 1639927 Clemens Uniform	MAC Janitorial Supplies PW Uniforms Police Boro Mat Rentals	04.452.247 01.438.238 01.410.373	06/21/2024 06/21/2024 06/21/2024 314.05	105.90 178.00 30.15		
			Vendor Total:				
0000000069 VC-00058669 VC-00058674 VC-00058651 0000000069	Comcast 53282 0164824 53456 Comcast	Electric Sub 6/12-7/11/24 MAC Internet & Wifi 6/9-7/8/24 PW Internet/Voice/Wifi 6/7-7/6/24	07.442.400 04.452.450 01.438.480	06/21/2024 06/21/2024 06/21/2024 658.68	249.68 159.32 249.68	X X X	
			Vendor Total:				
0000003621 VC-00058671 VC-00058670 0000003621	Cooper Electric/Billows Electric S055477379.001 S055444793.001 Cooper Electric/Billows Electric	Electric Hardware & Parts Electric PVC Service Entrance Cap	07.442.253 07.442.253	06/21/2024 06/21/2024 61.59	41.27 20.32		
			Vendor Total:				

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VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID EFT DP
0000005393 VC-00058678 0000005393	Craig Fletcher 14408002.00 Craig Fletcher	Electric Final Bill Deposit Refund	07.200.100	06/21/2024 103.26	103.26
		Vendor Total:			
0000005386 VC-00058654 0000005386	David W. Antonio 6/22/24 David W. Antonio	Farmer Market Performer 6/22/24	01.451.501	06/21/2024 80.00	80.00
		Vendor Total:			
0000000053 VC-00058642 0000000053	Davidheiser's Inc. 27149 Davidheiser's Inc.	Police 2 Stop Watch Test & Cert.	01.410.260	06/21/2024 40.00	40.00
		Vendor Total:			
0000002414 VC-00058621 0000002414	De Lage Landen Financial Services, Inc. 82736978 De Lage Landen Financial Services, Inc.	Police Copier Contract 6/1-6/30/24	01.410.252	06/21/2024 343.12	343.12
		Vendor Total:			
0000000531 VC-00058655 0000000531	Del-Val International Trucks, Inc. 13356669 Del-Val International Trucks, Inc.	Refuse Tk Gauge Low Coolant	05.427.250	06/21/2024 123.19	123.19
		Vendor Total:			
0000005146 VC-00058668 0000005146	Donald J. Kelly 107200 Donald J. Kelly	MAC Motor Capacitor & EZ Chlor	04.452.222	06/21/2024 663.45	663.45
		Vendor Total:			
0000001443 VC-00058657 0000001443	Eagle Truck Equipment, Inc. 24982 Eagle Truck Equipment, Inc.	Faceplate for Perkins Tipper	05.427.250	06/21/2024 656.68	656.68
		Vendor Total:			
0000000418 VC-00058656 0000000418	Established Traffic Control 20852 Established Traffic Control	Road Projects 2024 Signs	15.440.705	06/21/2024 2,815.43	2,815.43
		Vendor Total:			
0000004833 VC-00058644 0000004833	FP Finance Program 36776780 FP Finance Program	Postage Meter Rental	01.405.450	06/21/2024 155.00	155.00
		Vendor Total:			
0000001531 VC-00058659 VC-00058658 0000001531	Grainger 9143428069 9139204177 Grainger	Park Supplies Park Supplies	01.454.250 01.454.250	06/21/2024 06/21/2024 85.14	69.92 15.22
		Vendor Total:			
0000000259 VC-00058634 VC-00058633 VC-00058632 VC-00058635	Grandview Service Centre 416085 416118 416121 416053	Unit#56-5 Oil Change/Repairs Unit#56-9 Car Repairs Unit#56-1 Oil Change Unit#56-3 Repairs	01.410.451 01.410.451 01.410.451 01.410.451	06/21/2024 06/21/2024 06/21/2024 06/21/2024	1,198.11 709.80 72.95 1,059.15

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VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO		DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000000259	Grandview Service Centre			Vendor Total:	3,040.01			
0000002247	GreatAmerica Financial Services							
VC-00058645	36742865	Police Datto Backup Appliance	01.410.452		06/21/2024	98.33		
0000002247	GreatAmerica Financial Services			Vendor Total:	98.33			
0000000021	GTR Welding Co., Inc.							
VC-00058652	24-143	Repair Weld Trailer	01.454.370		06/21/2024	200.00		
0000000021	GTR Welding Co., Inc.			Vendor Total:	200.00			
0000003410	Johnson Controls Fire Protection LP							
VC-00058646	24167256	Sprinkler/Fire Alarm Testing & Inspec. 7/1	01.409.450		06/21/2024	4,303.00		
0000003410	Johnson Controls Fire Protection LP			Vendor Total:	4,303.00			
0000005394	Joshua Taylor							
VC-00058677	10648009.00	Electric Final Bill Deposit Refund	07.200.100		06/21/2024	102.22		
0000005394	Joshua Taylor			Vendor Total:	102.22			
0000000747	Kiefer Aquatics The Lifeguard Store							
VC-00058626	INV001425854	12 Lifeguard Umbrellas	04.491.100		06/21/2024	940.78		
VC-00058623	INV001417819	MAC Guard Bathing Suits	04.452.238		06/21/2024	1,356.00		
VC-00058622	INV001409852	MAC Guard Bathing Suits	04.452.238		06/21/2024	1,076.50		
0000000747	Kiefer Aquatics The Lifeguard Store			Vendor Total:	3,373.28			
0000005396	Liam Friel							
VC-00058675	01204015.00	Electric Final Bill Deposit Refund	07.200.100		06/21/2024	118.99		
0000005396	Liam Friel			Vendor Total:	118.99			
0000000041	McCormick Brothers							
VC-00058640	1263E3D	Police Uniform Cleaning	01.410.239		06/21/2024	380.41		
0000000041	McCormick Brothers			Vendor Total:	380.41			
0000001717	NetCarrier Telecom, Inc.							
VC-00058620	899023	MAC Phone Lines 6/1-6/30/24	04.452.321		06/21/2024	182.27		
0000001717	NetCarrier Telecom, Inc.			Vendor Total:	182.27			
0000000698	Nyce Crete & Landis Block & Concrete							
VC-00058666	1028219	Pool Self Leveling & Backer Rods	04.452.370		06/21/2024	291.80		
0000000698	Nyce Crete & Landis Block & Concrete			Vendor Total:	291.80			
0000000152	Pennsylvania Municipal Retirement System							
VC-00058662	Enrollment 09-099-3P	Nyce & Compas Enrollment Fee	01.410.420		06/21/2024	40.00		
0000000152	Pennsylvania Municipal Retirement System			Vendor Total:	40.00			
0000003250	Police Accreditation Consultants LLC							
VC-00058630	PBPD-24-005	Police Accreditation Consultants 5/1-5/31/	01.410.249		06/21/2024	960.00		

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0000003250	Police Accreditation Consultants LLC			Vendor Total:	960.00	
0000002173	R L Sensenig Co. Roofing Industrial Metals					
VC-00058643	20211612	Police Roof Repair Pipe Flashings	01.410.373		06/21/2024	733.59
0000002173	R L Sensenig Co. Roofing Industrial Metals			Vendor Total:	733.59	
0000002433	ReadyRefresh by Nestle					
VC-00058660	24E0438789356	Boro Hall Water Delivery	01.409.450		06/21/2024	19.45
VC-00058618	14E6700047156	MAC Bottled Water Delivery	04.452.450		06/21/2024	63.83
VC-00058665	24E0438789372	Police Bottled Water Delivery	01.410.210		06/21/2024	98.79
VC-00058649	24E0438910135	PW Bottled Water Delivery	01.438.480		06/21/2024	58.38
VC-00058624	24E0438789398	Electric Bottled Water Delivery	07.442.450		06/21/2024	34.42
0000002433	ReadyRefresh by Nestle			Vendor Total:	274.87	
0000000019	Richter Drafting & Office Supply Co., Inc.					
VC-00058638	1926723-0	Police Office Supplies	01.410.210		06/21/2024	50.50
0000000019	Richter Drafting & Office Supply Co., Inc.			Vendor Total:	50.50	
0000003376	Robert E. Little, Inc.					
VC-00058647	05-1110579	Gasket	01.454.250		06/21/2024	4.99
0000003376	Robert E. Little, Inc.			Vendor Total:	4.99	
0000005109	Rockhill Car Wash, LLC					
VC-00058629	297	Police Car Washes May 2024	01.410.451		06/21/2024	112.00
0000005109	Rockhill Car Wash, LLC			Vendor Total:	112.00	
0000000929	St. Luke's Penn Foundation EAP					
VC-00058661	11318	EAP Quarterly Billing June, July, Aug 202	01.405.450		06/21/2024	377.91
0000000929	St. Luke's Penn Foundation EAP			Vendor Total:	377.91	
0000004126	Stratix Systems, Inc.					
VC-00058636	0135956-IN	Police Flat Fee Installation Services	01.410.454		06/21/2024	1,350.00
VC-00058639	675044	Police Remote IT Services 5/28 & 5/31	01.410.454		06/21/2024	280.00
0000004126	Stratix Systems, Inc.			Vendor Total:	1,630.00	
0000000732	UniFirst Corporation					
VC-00058672	1290180488	Electric Uniforms	07.442.238		06/21/2024	201.09
0000000732	UniFirst Corporation			Vendor Total:	201.09	
0000003836	Uniform Gear Inc					
VC-00058627	3419-3	Police Uniforms	01.410.238		06/21/2024	297.30
VC-00058628	476921-1	Police Uniforms	01.410.238		06/21/2024	175.00
VC-00058631	3418-3	Police Uniforms	01.410.238		06/21/2024	775.00
0000003836	Uniform Gear Inc			Vendor Total:	1,247.30	
0000001797	United States Treasury					

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TRANS. NO	INVOICE NO				
VC-00058696	2024 23-6002925	2024 PCORI Fee	01.401.196	06/21/2024	386.40
0000001797	United States Treasury		Vendor Total:	386.40	
0000000212	Warehouse Battery Outlet, Inc.				
VC-00058625	INV758275	Electric Noco Lithium Jump Start 12V	07.442.370	06/21/2024	120.24
0000000212	Warehouse Battery Outlet, Inc.		Vendor Total:	120.24	
0000000002	Waste Management				
VC-00058648	0014759-1062-4	Municipal Solid Waste Disposal 5/16-5/31	05.427.367	06/21/2024	11,456.32
0000000002	Waste Management		Vendor Total:	11,456.32	
			Report Total:	38,204.94	
			Unpaid Report Total:	38,204.94	
			Paid Report Total:	0.00	

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VENDOR NO	VENDOR NAME	INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000005400	Tri Star Motors	1C4SDJFT8RC182787	Police 2024 Dodge Durango	30.410.701	06/25/2024	45,340.00		
VC-00058767	Tri Star Motors							
0000005400	Tri Star Motors							
Vendor Total:					45,340.00			
Report Total:					45,340.00			
Unpaid Report Total:					45,340.00			
Paid Report Total:					0.00			

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VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID	EFT	DP
0000005369	50 S. 7th St. LLC						
VC-00058771	RES #2024-42	Close Escrow Account Per Resolution #20	01.250.200	06/28/2024	1,818.72		
0000005369	50 S. 7th St. LLC			1,818.72			
		Vendor Total:					
0000000475	A. J. Dembrosky Co., Inc.						
VC-00058766	5908	Electric Dept Install 3 Lav Basins & Fauce	07.442.250	06/28/2024	1,950.00		
0000000475	A. J. Dembrosky Co., Inc.			1,950.00			
		Vendor Total:					
0000000014	AFLAC						
VC-00058747	422798	Monthly Employee Contributions Remittan	01.223.000	06/28/2024	294.04		
0000000014	AFLAC			294.04			
		Vendor Total:					
0000001278	Cash						
VC-00058727	2024	2024 Lucky Ducky Derby Change Box	01.451.247	06/28/2024	100.00		
0000001278	Cash			100.00			
		Vendor Total:					
0000000135	Clemens Uniform						
VC-00058757	1641244	Boro Hall Mat Rentals	01.409.450	06/28/2024	45.15		
0000000135	Clemens Uniform			45.15			
		Vendor Total:					
0000000069	Comcast						
VC-00058748	204908362	Ethernet 6/15-7/14/24	01.405.450	06/28/2024	256.80		X
VC-00058748	204908362	Ethernet 6/15-7/14/24	01.410.450	06/28/2024	256.80		X
VC-00058748	204908362	Ethernet 6/15-7/14/24	01.438.480	06/28/2024	256.80		X
VC-00058754	41402	Electric Cable 5/30-6/29/24	07.442.450	06/28/2024	85.00		X
VC-00058748	204908362	Ethernet 6/15-7/14/24	07.442.450	06/28/2024	256.80		X
VC-00058724	48464	Boro Hall Voice/Wifi/Internet 6/11-7/10/24	01.405.450	06/28/2024	340.07		X
VC-00058765	40784	Police Cable 6/22-7/21/24	01.410.450	06/28/2024	31.69		X
0000000069	Comcast			1,483.96			
		Vendor Total:					
0000002274	Elan Financial Services						
VC-00058694	7928	PW Small Tools & Minor Equip.	01.438.260	06/28/2024	256.78		
VC-00058695	7928	Park Plumbing & Carpentry	01.454.371	06/28/2024	31.72		
VC-00058693	7928	Covered Bridge Fence Rental	30.451.705	06/28/2024	445.70		
VC-00058692	7928	Pool Supplies	04.452.247	06/28/2024	77.88		
VC-00058691	7928	Pool Chemicals	04.452.222	06/28/2024	42.14		
VC-00058690	7928	Refuse Supplies	05.427.250	06/28/2024	12.98		
VC-00058689	7928	Park Small Tools & Minor Equipment	01.454.260	06/28/2024	298.30		
VC-00058688	7928	PW Supplies	01.454.250	06/28/2024	10.48		
VC-00058686	7928	PW Maintenance Supplies	01.454.250	06/28/2024	278.15		
VC-00058687	7928	Storm Sewer, Sumps & Inlet Supplies	01.438.371	06/28/2024	59.97		
0000002274	Elan Financial Services			1,514.10			
		Vendor Total:					
0000004568	Elan Financial Services						
VC-00058699	7554	GFOA Hotel & Meals - Deemer	01.402.460	06/28/2024	425.80		X
VC-00058698	7554	Monthly Adobe Subscription	01.405.452	06/28/2024	21.19		X
VC-00058769	7554	Redeem CC points for account credit	01.402.460	06/28/2024	-200.00		X

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VC-00058700 0000004568	7554 Elan Financial Services	Electric EZ Pass Replenishment	07.442.460	06/28/2024 316.99	70.00		X
Vendor Total:							
VC-00058768 VC-00058737 0000004569	8550 8550 Elan Financial Services	Redeemed CC points for credit Deposit Omni Hotel PMEA Conference	07.442.460 07.442.460	06/28/2024 06/28/2024 42.80	-200.00 242.80		
Vendor Total:							
VC-00058684 VC-00058685 VC-00058683 0000004572	7645 7645 7645 Elan Financial Services	Police EZ Pass Replenishment Police Patrol Supplies Police Office Supplies	01.410.421 01.410.240 01.410.210	06/28/2024 06/28/2024 06/28/2024 418.31	35.00 171.98 211.33		
Vendor Total:							
VC-00058746 VC-00058744 VC-00058745 0000004573	5135 5135 5135 Elan Financial Services	Car Show Radio Rentals Deposit Registration & Hotel - L. Reid Farmers Mkt Supplies	01.451.501 01.414.460 01.451.501	06/28/2024 06/28/2024 06/28/2024 341.39	115.95 121.00 104.44		
Vendor Total:							
VC-00058702 VC-00058701 0000004574	7441 7441 Elan Financial Services	Admin Asst. Appreciation Day Luncheon Monthly Adobe Subscription	01.405.460 01.405.452	06/28/2024 06/28/2024 283.85	252.06 31.79		
Vendor Total:							
VC-00058679 VC-00058680 VC-00058681 VC-00058682 0000004602	8182 8182 8182 8182 Elan Financial Services	MAC Child Abuse Certs DCED Greenways, Trails & Rec Grant App MAC Pop Up Canopy Tents x 3 MAC Cleaning Supplies	04.452.420 01.451.220 04.452.260 04.452.247	06/28/2024 06/28/2024 06/28/2024 06/28/2024 613.83	65.00 100.00 329.85 118.98		
Vendor Total:							
VC-00058740 VC-00058743 VC-00058739 VC-00058741 VC-00058742 0000004969	7648 7648 7648 7648 7648 Elan Financial Services	Training Registrations - S. Bomboy News Herald Monthly I-Sub International Fire Code Recurring Sub. Admin Office Supplies Adobe Sub & Backup Device for Stenogra	01.400.460 01.405.342 01.414.342 01.405.210 01.405.452	06/28/2024 06/28/2024 06/28/2024 06/28/2024 06/28/2024 540.31	245.00 14.00 9.01 87.11 185.19		
Vendor Total:							
VC-00058716 VC-00058723 VC-00058721 VC-00058707 VC-00058715 VC-00058717	Gilmore & Associates, Inc. PS-INV2405971 PS-INV2405978 PS-INV2405976 PS-INV2405962 PS-INV2405970 PS-INV2405972	Kulp Park Planning thru 5/31/24 General Planning thru 5/31/24 Lenape Park Skate Park thru 5/31/24 Zoning Services thru 5/31/24 911 N. 7th St. Layton Reimbursable Lenape Park Timber Pedestrian Bridge	01.414.450 01.414.450 01.408.310 01.414.451 01.250.200 01.408.310	06/28/2024 06/28/2024 06/28/2024 06/28/2024 06/28/2024 06/28/2024 1,271.84	602.50 445.50 4,053.81 988.50 148.70		

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TRANS. NO	INVOICE NO				
VC-00058718	PS-INV2405973	N. 5th St. Storm Sewer System	01.408.310	06/28/2024	3,735.25
VC-00058722	PS-INV2405977	General Engineering Services thru 5/31/24	01.408.310	06/28/2024	2,507.32
VC-00058711	PS-INV2405966	306 N. 5th St. Reimbursable	01.250.200	06/28/2024	4,681.25
VC-00058705	PS-INV2405960	Green Ridge Estates East Reimbursable	01.250.200	06/28/2024	1,557.85
VC-00058709	PS-INV2405964	Perry Mill Reimbursable	01.250.200	06/28/2024	1,865.41
VC-00058719	PS-INV2405974	2024 Paving Project Engineering thru 5/31	30.408.310	06/28/2024	4,815.00
VC-00058714	PS-INV2405969	PRA Reservoir Reimbursable	01.250.200	06/28/2024	235.50
VC-00058706	PS-INV2405959	Kratz Cal Atlantic Reimbursable	01.250.200	06/28/2024	936.09
VC-00058713	PS-INV2405968	8th St. SEPTA Lot Planning	01.414.450	06/28/2024	81.00
VC-00058703	PS-INV2405958	Perkasie MS4 thru 5/30/24	01.408.313	06/28/2024	4,806.75
VC-00058710	PS-INV2405965	McDonald's Drive Thru Reimbursable	01.250.200	06/28/2024	519.50
VC-00058720	PS-INV2405975	W. Blooming Glen Traffic Study	01.408.310	06/28/2024	1,492.21
VC-00058704	PS-INV2405961	Spruce St. Apts Reimbursable	01.250.200	06/28/2024	1,880.97
VC-00058712	PS-INV2405967	W. Park Ave Improvements	30.451.702	06/28/2024	1,344.50
VC-00058708	PS-INV2405963	8th Street Commons Reimbursable	01.250.200	06/28/2024	549.50
0000001996	Gilmore & Associates, Inc.			Vendor Total:	38,518.95
0000000259	Grandview Service Centre				
VC-00058752	416147	2007 Ford E450 Super Duty Inspection	01.410.451	06/28/2024	591.47
0000000259	Grandview Service Centre			Vendor Total:	591.47
0000004868	Jack Scott				
VC-00058756	7/6/24	Farmers Market Performer 7/6/24	01.451.501	06/28/2024	80.00
0000004868	Jack Scott			Vendor Total:	80.00
0000005398	Kristina Mahler				
VC-00058750	04368007.00	Electric Final Bill Deposit Refund	07.200.100	06/28/2024	173.90
0000005398	Kristina Mahler			Vendor Total:	173.90
0000000043	Labelcraft Press, Inc.				
VC-00058738	24299	M Jeffries Business Card Printing	01.451.342	06/28/2024	45.00
0000000043	Labelcraft Press, Inc.			Vendor Total:	45.00
0000003153	Louisa M. Elle Gyandoh				
VC-00058753	6/29/24	Farmers Market Performer 6/29/24	01.451.501	06/28/2024	80.00
0000003153	Louisa M. Elle Gyandoh			Vendor Total:	80.00
0000000756	Pennridge Development Enterprise Inc.				
VC-00058770	Res #2024-40	Reduce Airport Inspection Escrow Minimu	01.250.200	06/28/2024	8,000.00
0000000756	Pennridge Development Enterprise Inc.			Vendor Total:	8,000.00
0000005397	Pennridge Little League				
VC-00058726	Refund	Refund Duplicate Pavilion Reservation Fe	01.367.140	06/28/2024	50.00
0000005397	Pennridge Little League			Vendor Total:	50.00
0000000115	Perkasie Borough Police Petty Cash				
VC-00058759	Petty Cash	Training Lunches & K-9 Supplies	01.410.250	06/28/2024	18.98

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VENDOR NO TRANS. NO VC-00058759 0000000115	VENDOR NAME INVOICE NO Petty Cash Perkasie Borough Police Petty Cash	INVOICE DESC. Training Lunches & K-9 Supplies	ACCOUNT NO 01.410.421		DUE DATE 06/28/2024 83.80	VOUCHER AMOUNT PAID EFT DP 64.82
				Vendor Total:		
0000000019 VC-00058764 VC-00058758 0000000019	Richter Drafting & Office Supply Co., Inc. 1928130-0 1928175-0 Richter Drafting & Office Supply Co., Inc.	Police Office Supplies Admin Office Supplies	01.410.210 01.405.210		06/28/2024 06/18/2024 256.69	53.61 203.08
				Vendor Total:		
0000003440 VC-00058749 0000003440	Rocky Griffo 13328001.00 Rocky Griffo	Electric Final Bill Deposit Refund	07.200.100		06/28/2024 39.14	39.14
				Vendor Total:		
0000000130 VC-00058725 0000000130	Southeastern Pennsylvania Transportation Auth 143020 Southeastern Pennsylvania Transportation Auth	8th & Market Parking Lot Lease	01.445.380		06/28/2024 739.42	739.42
				Vendor Total:		
0000004126 VC-00058763 VC-00058762 0000004126	Stratix Systems, Inc. 675293 675498 Stratix Systems, Inc.	June Monthly IT Police IT Remote Services 6/3/24	01.410.452 01.410.451		06/28/2024 06/28/2024 870.50	830.50 40.00
				Vendor Total:		
0000005255 VC-00058760 0000005255	Tedder Industries LLC #INV486373 Tedder Industries LLC	Detective Holsters	01.410.238		06/28/2024 69.60	69.60
				Vendor Total:		
0000000071 VC-00058755 0000000071	Towne Answering Service, Inc. 289406102024 Towne Answering Service, Inc.	Answering Service 6/10-7/7/24	07.442.321		06/28/2024 297.89	297.89
				Vendor Total:		
0000000155 VC-00058697 0000000155	UGI Utilities, Inc. 411001210953 UGI Utilities, Inc.	Gas Boro Hall 5/1-5/31/24	01.409.362		06/28/2024 30.34	30.34
				Vendor Total:		
0000003836 VC-00058761 0000003836	Uniform Gear Inc 3552-3 Uniform Gear Inc	Compas Uniforms	01.410.238		06/28/2024 74.95	74.95
				Vendor Total:		
0000004384 VC-00058751 0000004384	Yoan Sanchez Chavez 03076017.00 Yoan Sanchez Chavez	Electric Final Bill Deposit Refund	07.200.100		06/28/2024 174.66	174.66
				Vendor Total:		
Report Total:				59,939.76		
Unpaid Report Total:				59,939.76		
Paid Report Total:				0.00		

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0000002467	AMP Inc.						
VC-00058736	1008773	May Power Purchases	07.442.361	06/28/2024	307,892.78	X	
0000002467	AMP Inc.			307,892.78			
		Vendor Total:					
0000004572	Elan Financial Services						
VC-00058559	7645	Police Accreditation Costs	01.410.249	05/29/2024	186.34	X	
VC-00058560	7645	Police Vehicle Repairs	01.410.451	05/29/2024	58.00	X	
VC-00058558	7645	Police Uniforms	01.410.238	06/05/2024	438.10	X	
VC-00058565	7645	Police Supplies	01.410.242	05/29/2024	56.74	X	
VC-00058563	7645	Police Office Supplies	01.410.210	05/29/2024	29.96	X	
VC-00058561	7645	Police Monthly Adobe Sub	01.410.452	05/29/2024	19.99	X	
VC-00058562	7645	Police Patrol Supplies	01.410.240	05/29/2024	33.74	X	
VC-00058564	7645	Police Training	01.410.421	05/29/2024	398.00	X	
VC-00058566	7645	Police Special Patrol Operations	01.410.245	05/29/2024	69.37	X	
0000004572	Elan Financial Services						
		Vendor Total:		1,290.24			
0000004569	Elan Financial Services						
VC-00058568	8550	50 Flags w/ Poles	01.451.500	05/29/2024	1,290.06	X	
VC-00058570	8550	Electric Shop Batteries	07.442.200	05/29/2024	57.22	X	
VC-00058569	8550	Eby PREA School Hotel	07.442.460	05/29/2024	208.00	X	
VC-00058567	8550	Overnight Shipping to Honeywell	07.442.215	05/29/2024	30.45	X	
0000004569	Elan Financial Services						
		Vendor Total:		1,585.73			
0000004602	Elan Financial Services						
VC-00058594	8182	Pool	04.452.260	05/29/2024	361.07	X	
VC-00058592	8182	Pool Operating Supplies	04.452.247	05/29/2024	776.52	X	
VC-00058593	8182	Program Costs	01.451.247	05/29/2024	28.99	X	
VC-00058595	8182	MAC Uniforms	04.452.238	05/29/2024	41.78	X	
0000004602	Elan Financial Services						
		Vendor Total:		1,208.36			
0000000152	Pennsylvania Municipal Retirement System						
VC-00058831	09-099-3P June	Police Employee Contributions June	01.214.000	06/28/2024	8,568.82	X	
VC-00058832	09-099-3N June	Non Uniform Employee Contributions	01.214.000	06/28/2024	5,774.78	X	
0000000152	Pennsylvania Municipal Retirement System						
		Vendor Total:		14,343.60			
0000005050	WageWorks, Inc.						
VC-00058730	INV6641454	Employee HRA & Flex Reimbursements	90.200.200	06/11/2024	48.98	X	
VC-00058728	INV6629559	FSA Minimum Monthly Fee May 2024	01.405.450	05/31/2024	75.00	X	
VC-00058729	INV6611366	Employee HRA & Flex Reimbursements	90.200.300	06/04/2024	175.81	X	
VC-00058730	INV6641454	Employee HRA & Flex Reimbursements	90.200.300	06/11/2024	268.24	X	
VC-00058729	INV6611366	Employee HRA & Flex Reimbursements	90.200.200	06/04/2024	127.11	X	
VC-00058731	INV6585003	HRA Admin Fee May 2024	01.405.450	06/24/2024	180.00	X	
0000005050	WageWorks, Inc.						
		Vendor Total:		875.14			
0000005050	WageWorks, Inc.						
VC-00058834	INV6682122	Employee HRA, Flex & Dep Care Reimbu	90.200.200	06/25/2024	296.21	X	
VC-00058834	INV6682122	Employee HRA, Flex & Dep Care Reimbu	90.200.300	06/25/2024	-21.25	X	
VC-00058833	INV6665781	Employee HRA & Flex Reimbursements	90.200.300	06/18/2024	102.20	X	

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TRANS. NO	INVOICE NO						
VC-00058833	INV6665781	Employee HRA & Flex Reimbursements	90.200.200	06/18/2024	94.21	X	
0000005050	WageWorks, Inc.			471.37			
			Vendor Total:				
0000002468	Wells Fargo						
VC-00058733	2007 DVRFA	2007 DVRFA Loan Principal	30.471.000	06/25/2024	218,000.00	X	
VC-00058735	2007 DVRFA	2007 DVRFA Loan Interest	30.472.000	06/25/2024	1,233.89	X	
VC-00058734	2006 DVRFA	2006 DVRFA Loan Interest	30.472.000	06/25/2024	552.47	X	
VC-00058732	2006 DVRFA	2006 DVRFA Loan Principal	30.471.000	06/25/2024	170,000.00	X	
0000002468	Wells Fargo						
			Vendor Total:	389,786.36			
			Report Total:	698,554.28			
			Unpaid Report Total:	698,554.28			
			Paid Report Total:	0.00			

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0000001221	AFSCME Council 13				
VC-00058775	Jun 2024	June Employee Due Remittance	01.218.000	07/05/2024	1,205.12
0000001221	AFSCME Council 13			1,205.12	
			Vendor Total:		
0000001004	Albert T. Grenfell				
VC-00058853	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	200.00
VC-00058853	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024	100.00
0000001004	Albert T. Grenfell			300.00	
			Vendor Total:		
0000005326	Alisa Wismer Design LLC				
VC-00058772	000060	Car Show Posters	01.451.501	07/05/2024	300.00
0000005326	Alisa Wismer Design LLC			300.00	
			Vendor Total:		
0000000832	Altec Industries, Inc.				
VC-00058774	51453914	Electric Tk#23 Repairs	07.442.370	07/05/2024	1,172.29
VC-00058773	51454489	Electric Tk#22 Repairs	07.442.370	07/05/2024	11,157.97
0000000832	Altec Industries, Inc.			12,330.26	
			Vendor Total:		
0000000018	B.R. Scholl Sales & Service, Inc.				
VC-00058777	117150	PW Tk#13 State Inspection	01.438.370	07/05/2024	96.00
0000000018	B.R. Scholl Sales & Service, Inc.			96.00	
			Vendor Total:		
0000001474	Begley, Carlin & Mandio, LLP				
VC-00058841	1977365487	50 S. 7th St. Reimbursable	01.250.200	07/05/2024	176.00
VC-00058860	03999-2120068	518 Lombard Reimbursable	01.250.200	07/05/2024	176.00
VC-00058859	03999-2120068	617 W. Blooming Glen Dr Reimbursable	01.250.200	07/05/2024	176.00
0000001474	Begley, Carlin & Mandio, LLP			528.00	
			Vendor Total:		
0000000394	Bonnie Walck				
VC-00058852	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	200.00
VC-00058852	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024	50.00
0000000394	Bonnie Walck			250.00	
			Vendor Total:		
0000004325	Bray Brothers, Inc.				
VC-00058863	2024-05 #1-Final	Lenape Skate Park Payment #1-Final	30.451.700	07/05/2024	49,680.00
0000004325	Bray Brothers, Inc.			49,680.00	
			Vendor Total:		
0000004411	Brian McGuire				
VC-00058857	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	50.00
VC-00058857	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024	50.00
0000004411	Brian McGuire			100.00	
			Vendor Total:		
0000004084	Britton Industries				
VC-00058778	1144572-IN	Yard Waste 40 yd roll off & tipping fees	05.428.368	07/05/2024	713.72
0000004084	Britton Industries			713.72	
			Vendor Total:		

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0000003156	Bucks County Folk Song Society						
VC-00058786	7/19/24	Summer Concert Series 7/19/24	01.451.501	07/05/2024	300.00		
0000003156	Bucks County Folk Song Society			300.00			
			Vendor Total:				
0000005407	Catriona Nicholas						
VC-00058849	04520011.00	Electric Final Bill Deposit Refund	07.200.100	07/05/2024	69.47		
0000005407	Catriona Nicholas			69.47			
			Vendor Total:				
0000000135	Clemens Uniform						
VC-00058783	1641251	MAC Floor Mat Rentals	04.452.450	07/05/2024	98.65		
VC-00058785	1642579	PW Uniforms	01.438.238	07/05/2024	178.00		
VC-00058780	1641243	PW Uniforms	01.438.238	07/05/2024	178.00		
0000000135	Clemens Uniform			454.65			
			Vendor Total:				
0000001790	Code Inspections, Inc.						
VC-00058782	962	Code Enforcement Services June 2024	01.413.310	07/05/2024	1,092.50		
0000001790	Code Inspections, Inc.			1,092.50			
			Vendor Total:				
0000000069	Comcast						
VC-00058784	63083	Police Internet, Voice, Wifi 6/20-7/19/24	01.410.321	07/05/2024	324.87		X
0000000069	Comcast			324.87			
			Vendor Total:				
0000004797	Cynthia Rocca Ruenes						
VC-00058781	7/20/24	Farmers Market Performer	01.451.501	07/05/2024	80.00		
0000004797	Cynthia Rocca Ruenes			80.00			
			Vendor Total:				
0000005405	Dan Laibstain						
VC-00058851	04376007.00	Electric Final Bill Deposit Refund	07.200.100	07/05/2024	165.68		
0000005405	Dan Laibstain			165.68			
			Vendor Total:				
0000000017	Davis Feed of Bucks County						
VC-00058820	110423	PW Total Veg Control	01.438.230	07/05/2024	174.95		
0000000017	Davis Feed of Bucks County			174.95			
			Vendor Total:				
0000002414	De Lage Landen Financial Services, Inc.						
VC-00058787	82790396	Admin Copier Contracts 6/15-7/14/24	01.405.450	07/05/2024	602.00		
0000002414	De Lage Landen Financial Services, Inc.			602.00			
			Vendor Total:				
0000005401	Dean Wolf						
VC-00058788	05220000.00	Electric Final Bill Overpayment Refund	07.200.100	07/05/2024	149.79		
0000005401	Dean Wolf			149.79			
			Vendor Total:				
0000000100	Delaware Valley Health Trust						
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.401.196	07/05/2024	2,782.63		
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.402.196	07/05/2024	3,173.88		
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.222.000	07/05/2024	9,494.36		

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VC-00058861	27388	July Medical/Rx & Dental Premiums	01.405.196	07/05/2024	2,911.62
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.402.199	07/05/2024	465.83
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.410.199	07/05/2024	3,394.18
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.414.196	07/05/2024	3,207.93
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.414.199	07/05/2024	202.52
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.390.300	07/05/2024	-2,934.15
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.438.196	07/05/2024	23,673.45
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.438.199	07/05/2024	1,500.78
VC-00058861	27388	July Medical/Rx & Dental Premiums	07.442.196	07/05/2024	12,279.16
VC-00058861	27388	July Medical/Rx & Dental Premiums	07.390.300	07/05/2024	-326.02
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.451.196	07/05/2024	4,116.31
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.451.199	07/05/2024	430.32
VC-00058861	27388	July Medical/Rx & Dental Premiums	07.442.199	07/05/2024	984.40
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.410.196	07/05/2024	64,976.04
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.401.199	07/05/2024	215.16
VC-00058861	27388	July Medical/Rx & Dental Premiums	01.405.199	07/05/2024	215.16
0000000100	Delaware Valley Health Trust		Vendor Total:	130,763.56	
0000003423	Donald B. Thomas				
VC-00058854	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024	50.00
VC-00058854	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	200.00
0000003423	Donald B. Thomas		Vendor Total:	250.00	
0000002185	Ed's Service Center, LLC				
VC-00058789	240624007	PW Dump Truck Tires	01.438.251	07/05/2024	508.00
0000002185	Ed's Service Center, LLC		Vendor Total:	508.00	
0000004453	Esteem Entertainment Inc.				
VC-00058776	7/17/24	All Star Country Band Summer Concert	01.451.501	07/05/2024	1,000.00
0000004453	Esteem Entertainment Inc.		Vendor Total:	1,000.00	
0000000514	ET&T				
VC-00058840	186064	Set up 2 new PD Phones	01.410.321	07/05/2024	205.00
VC-00058839	186015	Police Handset & Cord	01.410.321	07/05/2024	60.18
VC-00058790	186044	Phone Maintenance 4/3/24	01.405.450	07/05/2024	55.00
0000000514	ET&T		Vendor Total:	320.18	
0000000105	FedEx				
VC-00058791	8-533-42802	Overnight Shipping Fees	01.405.215	07/05/2024	49.90
0000000105	FedEx		Vendor Total:	49.90	
0000000106	Galls LLC				
VC-00058794	028220040	Police Boots	01.410.238	07/05/2024	292.94
VC-00058793	028164063	Police Boots	01.410.238	07/05/2024	98.73
VC-00058792	028151796	Police Boots	01.410.238	07/05/2024	98.78
0000000106	Galls LLC		Vendor Total:	490.45	

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0000000259	Grandview Service Centre				
VC-00058795	416192	Unit#56-2 Oil Change	01.410.451	07/05/2024	72.95
0000000259	Grandview Service Centre			72.95	
			Vendor Total:		
0000000205	Grim, Biehn & Thatcher				
VC-00058796	225250	ZHB 24-02 135 S. Main LLC	01.414.314	07/05/2024	525.00
0000000205	Grim, Biehn & Thatcher			525.00	
			Vendor Total:		
0000002253	Hartford Life - The Hartford				
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.405.198	07/05/2024	41.46
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.401.198	07/05/2024	76.70
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	07.442.198	07/05/2024	486.74
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.402.198	07/05/2024	146.60
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.227.000	07/05/2024	181.06
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.410.198	07/05/2024	1,487.54
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.438.198	07/05/2024	655.73
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.414.198	07/05/2024	27.56
VC-00058862	675013174180	Life/AD&D/LTD/Sup Premiums July 2024	01.451.198	07/05/2024	135.74
0000002253	Hartford Life - The Hartford			3,239.13	
			Vendor Total:		
0000003273	Hot Frog Print Media LLC				
VC-00058797	13105	Newsletter Postage	01.405.215	07/05/2024	581.73
VC-00058797	13105	Newsletter Postage	01.451.215	07/05/2024	581.73
0000003273	Hot Frog Print Media LLC			1,163.46	
			Vendor Total:		
0000000669	Hough Associates LLC				
VC-00058865	2024.02	Recycling Grant Application	05.426.450	07/05/2024	2,000.00
0000000669	Hough Associates LLC			2,000.00	
			Vendor Total:		
0000000937	J.P. Mascaro & Sons				
VC-00058816	542569	Commingle Open Top Single Stream 6/7&	05.426.367	07/05/2024	749.15
VC-00058836	50972	Single Stream Recycling 6/18 & 6/20/24	05.426.367	07/05/2024	514.90
VC-00058817	50917	Single Stream Recycling 6/11 & 6/13/24	05.426.367	07/05/2024	539.60
VC-00058798	50861	Single Stream Recycling 6/4 & 6/6/24	05.426.367	07/05/2024	568.10
VC-00058799	541300	Equipment Fee x 2 6/13/24	05.426.367	07/05/2024	290.00
VC-00058800	540504	Commingle Single Stream 5/22 & 5/30/24	05.426.367	07/05/2024	792.85
0000000937	J.P. Mascaro & Sons			3,454.60	
			Vendor Total:		
0000004413	Jake Voloshin				
VC-00058856	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	50.00
VC-00058856	6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024	50.00
0000004413	Jake Voloshin			100.00	
			Vendor Total:		
0000004762	James Scala d.b.a. Bette's Bounces				
VC-00058779	66794	Corn Maze Fall Festival	01.451.501	07/05/2024	970.00
0000004762	James Scala d.b.a. Bette's Bounces			970.00	
			Vendor Total:		

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0000005409 VC-00058847 0000005409	Jeff Lapin 12348003.00 Jeff Lapin	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 11.75	11.75
			Vendor Total:		
0000005408 VC-00058848 0000005408	Jennifer Bakker 08636010.00 Jennifer Bakker	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 150.59	150.59
			Vendor Total:		
0000005403 VC-00058823 0000005403	John E. Straley 7/10/24 John E. Straley	Whole Lotta LED Summer Concert	01.451.501	07/05/2024 1,200.00	1,200.00
			Vendor Total:		
0000000072 VC-00058821 0000000072	Judith Patton, Tax Collector 33-005-037 Judith Patton, Tax Collector	2024-2025 School Real Estate Taxes	01.406.430	07/05/2024 2,458.81	2,458.81
			Vendor Total:		
0000005406 VC-00058850 0000005406	Justin Gore 04404009.00 Justin Gore	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 166.64	166.64
			Vendor Total:		
0000005410 VC-00058846 0000005410	Laura Bratchford 13372004.00 Laura Bratchford	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 79.43	79.43
			Vendor Total:		
0000000016 VC-00058818 0000000016	Lawson Products, Inc. 9311647974 Lawson Products, Inc.	Traffic Marker Paint & Supplies	01.433.245	07/05/2024 719.47	719.47
			Vendor Total:		
0000002500 VC-00058802 VC-00058801 0000002500	Linda Reid Mileage Zoning Mileage Conf Linda Reid	Mileage Zoning Academy Mileage Reimbursement Conference	01.414.460 01.405.460	07/05/2024 07/05/2024 213.73	69.68 144.05
			Vendor Total:		
0000005414 VC-00058842 0000005414	Madison Dachowski 14452001.00 Madison Dachowski	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 116.30	116.30
			Vendor Total:		
0000005404 VC-00058824 0000005404	Marc Panepinto 7/24/24 Marc Panepinto	The Left Edge Band Summer Concert	01.451.501	07/24/2024 500.00	500.00
			Vendor Total:		
0000005402 VC-00058804 0000005402	Mary Jane Myers 13328000.00 Mary Jane Myers	Electric Final Bill Overpayment Refund	07.200.100	07/05/2024 45.62	45.62
			Vendor Total:		
0000005413	Matthew Dorr				

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VC-00058843 0000005413	14449001.00 Matthew Dorr	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 159.75	159.75
Vendor Total:				159.75	
0000005140 VC-00058855 VC-00058855 0000005140	Matthew Friend 6/24-6/27/24 6/24-6/27/24 Matthew Friend	Summer Basketball Ref 6/24-6/27/24 Summer Basketball Ref 6/24-6/27/24	01.451.118 01.451.117	07/05/2024 07/05/2024 100.00	50.00 50.00
Vendor Total:				100.00	
0000005298 VC-00058803 0000005298	Matt's Heavy Duty Mobile Diagnostics 1012060 Matt's Heavy Duty Mobile Diagnostics	Refuse Tk#11 Repairs	05.427.250	07/05/2024 1,108.16	1,108.16
Vendor Total:				1,108.16	
0000005411 VC-00058845 0000005411	Michael Demarco & Alison Schlicher 14439001.00 Michael Demarco & Alison Schlicher	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 268.69	268.69
Vendor Total:				268.69	
0000005412 VC-00058844 0000005412	Nelvia Ruano 14442001.00 Nelvia Ruano	Electric Final Bill Deposit Refund	07.200.100	07/05/2024 210.46	210.46
Vendor Total:				210.46	
0000000341 VC-00058835 0000000341	NYCO Corporation B24032226 NYCO Corporation	PW Supplies	01.438.370	07/05/2024 85.31	85.31
Vendor Total:				85.31	
0000000052 VC-00058822 0000000052	PA State Association of Boroughs R68566 PA State Association of Boroughs	S. Bomboy Employment Law Workshop	01.400.460	07/05/2024 125.00	125.00
Vendor Total:				125.00	
0000000042 VC-00058805 VC-00058806 0000000042	Postmaster 116 #116 Postmaster	First Class Presort Permit#116 annual fee Replenish Electric Postage Permit	07.442.215 07.442.215	07/05/2024 07/05/2024 1,920.00	320.00 1,600.00
Vendor Total:				1,920.00	
0000000019 VC-00058838 VC-00058807 0000000019	Richter Drafting & Office Supply Co., Inc. 1928427-0 1928884-0 Richter Drafting & Office Supply Co., Inc.	Police Office Supplies Electric Toner	01.410.210 07.442.200	07/05/2024 07/05/2024 429.46	176.24 253.22
Vendor Total:				429.46	
0000003376 VC-00058809 VC-00058810 VC-00058808 0000003376	Robert E. Little, Inc. 05-1112573 05-1114714 05-1112574 Robert E. Little, Inc.	PW JDC Air Filter PW JDC Bearing Cone & Cap PW JDC Plate	01.454.250 01.438.370 01.438.260	07/05/2024 07/05/2024 07/05/2024 121.42	49.94 33.70 37.78
Vendor Total:				121.42	
0000001841 VC-00058858	Roger Troy Perry 6/24-6/27/24	Summer Basketball Ref 6/24-6/27/24	01.451.118	07/05/2024	50.00

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VC-00058858 0000001841	6/24-6/27/24 Roger Troy Perry	Summer Basketball Ref 6/24-6/27/24	01.451.117	07/05/2024 100.00	50.00
Vendor Total:					
0000004126 VC-00058829 0000004126	Stratix Systems, Inc. 675669 Stratix Systems, Inc.	Police Remote IT Services 6/10-6/12/24	01.410.452	07/05/2024 280.00	280.00
Vendor Total:					
0000001589 VC-00058864 0000001589	T. Schiefer Contractors, Inc. CN2024-03 #1-FINAL T. Schiefer Contractors, Inc.	Lenape Park Pedestrian Bridge Pymt#1-Fi	30.451.704	07/05/2024 73,626.00	73,626.00
Vendor Total:					
0000005255 VC-00058837 VC-00058828 0000005255	Tedder Industries LLC #INV489938 #SO665901 Tedder Industries LLC	Police Uniforms Police Uniforms	01.410.238 01.410.238	07/05/2024 07/05/2024 288.80	144.40 144.40
Vendor Total:					
0000000101 VC-00058827 0000000101	Tri-State Elevator Co. Inc. 150303 Tri-State Elevator Co. Inc.	June Elevator Maintenance	01.409.374	07/05/2024 139.97	139.97
Vendor Total:					
0000000732 VC-00058811 0000000732	UniFirst Corporation 1290181607 UniFirst Corporation	Electric Uniforms	07.442.238	07/05/2024 201.09	201.09
Vendor Total:					
0000000480 VC-00058812 0000000480	US Sports Institute, Inc. R6574 US Sports Institute, Inc.	Multi Sports Camp 4/14-6/09	01.451.247	07/05/2024 3,436.80	3,436.80
Vendor Total:					
0000000154 VC-00058813 VC-00058813 VC-00058813 VC-00058813 0000000154	Verizon Wireless 9966612067 9966612067 9966612067 9966612067 Verizon Wireless	Wireless Phones 5/15-6/14/24 Wireless Phones 5/15-6/14/24 Wireless Phones 5/15-6/14/24 Wireless Phones 5/15-6/14/24	01.451.324 01.438.324 01.410.324 07.442.324	07/05/2024 07/05/2024 07/05/2024 07/05/2024 408.47	127.50 85.00 110.97 85.00
Vendor Total:					
0000000662 VC-00058825 0000000662	Verizon Wireless 9966838224 Verizon Wireless	Electric Lines 5/18-6/17/24	07.442.321	07/05/2024 87.44	87.44
Vendor Total:					
0000001181 VC-00058815 VC-00058814 0000001181	Verizon Wireless 9966612066 9966612066 Verizon Wireless	Electric AMI Meter Lines 5/15-6/14/24 Mobile Data Terminals 5/15-6/14/24	07.442.324 01.410.325	07/05/2024 07/05/2024 645.56	120.45 525.11
Vendor Total:					
0000001556 VC-00058826	Verizon 156-951-933-0001-98	Police Centrex Lines 6/17-7/16/24	01.410.321	07/05/2024	41.75

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0000001556	Verizon			Vendor Total:	41.75	
0000000002	Waste Management					
VC-00058819	0014808-1062-9	Municipal Waste Disposal 6/1-6/15/24	05.427.367		07/05/2024	10,017.63
0000000002	Waste Management			Vendor Total:	10,017.63	
0000000355	Wehrung's Lumber & Home Center					
VC-00058830	196528	PW Screws & Treated Wood	01.454.250		07/05/2024	238.57
0000000355	Wehrung's Lumber & Home Center			Vendor Total:	238.57	
				Report Total:	313,526.91	
				Unpaid Report Total:	313,526.91	
				Paid Report Total:	0.00	

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0000000055	Allegheny Electric Cooperative Inc.				
VC-00058928	PER100 Jun 2024	June 2024 Monthly Electric Sales	07.442.361	07/12/2024	6,641.09
0000000055	Allegheny Electric Cooperative Inc.			6,641.09	
			Vendor Total:		
0000005198	Auto Zone, Inc.				
VC-00058941	2071147857	Electric Windshield Wipers	07.442.370	07/12/2024	13.00
0000005198	Auto Zone, Inc.			13.00	
			Vendor Total:		
0000000289	Basement Graphics				
VC-00058867	6/19/24	Adult Basketball Shirts	01.451.520	07/12/2024	1,350.00
VC-00058866	6/24/24	Youth Basketball Shirts	01.451.520	07/12/2024	504.00
0000000289	Basement Graphics			1,854.00	
			Vendor Total:		
0000001474	Begley, Carlin & Mandio, LLP				
VC-00058927	1977365695	Moser 8th St. Apts. Reimbursable	01.250.200	07/12/2024	528.00
VC-00058925	1977365693	Constitution Square Reimbursable	01.250.200	07/12/2024	432.00
VC-00058926	1977365694	Green Ridge Estates East Reimbursable	01.250.200	07/12/2024	304.00
VC-00058924	1977365692	General Legal thru 6/30/24	01.404.310	07/12/2024	4,166.75
0000001474	Begley, Carlin & Mandio, LLP			5,430.75	
			Vendor Total:		
0000000394	Bonnie Walck				
VC-00058913	7/1-7/2/24	Basketball League Referee	01.451.118	07/12/2024	200.00
VC-00058913	7/1-7/2/24	Basketball League Referee	01.451.117	07/12/2024	50.00
0000000394	Bonnie Walck			250.00	
			Vendor Total:		
0000004084	Britton Industries				
VC-00058951	1154412-IN	Yard Waste 40 yd Roll Off & Tipping Fees	05.428.368	07/12/2024	635.14
VC-00058930	1153372-IN	Yard Waste 40 Yd. Roll Off	05.428.368	07/12/2024	125.00
VC-00058906	1151764-IN	Yard Waste 40 Yd Roll Off & Tipping Fees	05.428.368	07/12/2024	546.67
0000004084	Britton Industries			1,306.81	
			Vendor Total:		
0000005415	Chess Wizards Inc.				
VC-00058868	7659	Chess Camp Instructor x 12 children	01.451.247	07/12/2024	2,400.00
0000005415	Chess Wizards Inc.			2,400.00	
			Vendor Total:		
0000001798	City of Philadelphia				
VC-00058871	L0003687450	K-9 In-Service Training Brun 5/15/24	01.410.250	07/12/2024	50.00
0000001798	City of Philadelphia			50.00	
			Vendor Total:		
0000000135	Clemens Uniform				
VC-00058943	1643886	Police Mat Rentals	01.410.373	07/12/2024	30.15
VC-00058870	1643889	Boro Hall Floor Mat Rentals	01.409.450	07/12/2024	46.15
VC-00058947	1643896	MAC Floor Mat Rentals	04.452.450	07/12/2024	98.65
VC-00058907	1643887	PW Uniforms	01.438.238	07/12/2024	178.00
0000000135	Clemens Uniform			352.95	
			Vendor Total:		
0000000069	Comcast				

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VC-00058869	168403	Amphitheater Wifi & Internet 6/28-7/27/24	01.451.450	07/12/2024	184.32	X	
VC-00058939	41402	Electric Cable 6/30-7/29/24	07.442.450	07/12/2024	85.00	X	
VC-00058940	167496	Electric Voice/Wifi/Internet 6/19-7/18/24	07.442.450	07/12/2024	259.56	X	
0000000069	Comcast			528.88			
			Vendor Total:				
0000003621	Cooper Electric/Billows Electric						
VC-00058938	S055578491.001	Electric Hardware & Parts	07.442.253	07/12/2024	235.73		
VC-00058931	S055619752.001	Boro Hall 17W LED Lamp	01.409.370	07/12/2024	171.40		
VC-00058933	S055612755.001	Electric Hardware & Parts	07.442.253	07/12/2024	1,115.86		
0000003621	Cooper Electric/Billows Electric			1,522.99			
			Vendor Total:				
0000002726	David Martin						
VC-00058918	7/1-7/2/24	Summer Basketball Referee	01.451.118	07/12/2024	100.00		
0000002726	David Martin			100.00			
			Vendor Total:				
0000000017	Davis Feed of Bucks County						
VC-00058875	112512	1 Bag Grass Seed	01.454.250	07/12/2024	120.00		
VC-00058872	112516	3 bags lime	01.438.230	07/12/2024	41.85		
0000000017	Davis Feed of Bucks County			161.85			
			Vendor Total:				
0000002414	De Lage Landen Financial Services, Inc.						
VC-00058949	82814152	Police Copier Contract 7/1-7/31/24	01.410.252	07/12/2024	162.07		
0000002414	De Lage Landen Financial Services, Inc.			162.07			
			Vendor Total:				
0000000325	Deep Run Aquatic Services, Inc.						
VC-00058874	240701-43	Underwater Light Repair between Diving	04.452.250	07/12/2024	225.00		
VC-00058946	240708-15	MAC Chemicals	04.452.222	07/12/2024	26,259.00		
VC-00058873	240701-37	Install Fiberglass Drain Baby Pool Filter	04.452.250	07/12/2024	200.00		
0000000325	Deep Run Aquatic Services, Inc.			26,684.00			
			Vendor Total:				
0000003423	Donald B. Thomas						
VC-00058915	7/1-7/2/24	Summer Basketball Referee	01.451.118	07/12/2024	100.00		
VC-00058915	7/1-7/2/24	Summer Basketball Referee	01.451.117	07/12/2024	150.00		
0000003423	Donald B. Thomas			250.00			
			Vendor Total:				
0000005418	Elisabeth Buck						
VC-00058911	03676008	Electric Final Bill Deposit Refund	07.200.100	07/12/2024	156.09		
0000005418	Elisabeth Buck			156.09			
			Vendor Total:				
0000000553	Gannett Pennsylvania LocalIQ						
VC-00058882	0006486021	Mural Proposal Advertisements	01.405.341	07/12/2024	162.46		
VC-00058879	0006486021	Park & Rec Meeting Change Advertisemen	01.405.341	07/12/2024	75.34		
VC-00058880	0006486021	Zoning Advertisement	01.414.341	07/12/2024	409.30		
VC-00058881	0006486021	Crossing Guard Sub Advertisements	01.405.341	07/12/2024	57.19		
0000000553	Gannett Pennsylvania LocalIQ			704.29			
			Vendor Total:				
0000001624	GeoVentures Programming & Svcs, Inc.						

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VC-00058876 0000001624	6/17-6/21/24 GeoVentures Programming & Svcs, Inc.	Zombie Survival Camp x 15 children	01.451.247	07/12/2024 2,400.00	2,400.00
			Vendor Total:		
0000000259 VC-00058920 0000000259	Grandview Service Centre 416277 Grandview Service Centre	Unit#56-8 Oil Change	01.410.451	07/12/2024 77.84	77.84
			Vendor Total:		
0000000937 VC-00058953 0000000937	J.P. Mascaro & Sons 542776 J.P. Mascaro & Sons	Commingle Recycling	05.426.367	07/12/2024 341.80	341.80
			Vendor Total:		
0000004413 VC-00058917 0000004413	Jake Voloshin 7/1-7/2/24 Jake Voloshin	Summer Basketball Referee	01.451.118	07/12/2024 100.00	100.00
			Vendor Total:		
0000005417 VC-00058910 0000005417	John Hamel 11169504.00 John Hamel	Electric Final Bill - Deposit Refund	07.200.100	07/12/2024 161.92	161.92
			Vendor Total:		
0000003940 VC-00058878 0000003940	Kathleen Ebbert 47 Kathleen Ebbert	Pickleball Clinics 6/4-6/30/24	01.451.247	07/12/2024 1,556.00	1,556.00
			Vendor Total:		
0000004167 VC-00058922 0000004167	Land Mobile Corporation 240723 Land Mobile Corporation	Police Two Way Radio System 3rd Qtr 20	01.410.326	07/12/2024 1,050.00	1,050.00
			Vendor Total:		
0000000230 VC-00058909 0000000230	Landis Supermarket- Telford 10020 Landis Supermarket- Telford	Police June Crime Meeting Refreshments	01.410.242	07/12/2024 15.88	15.88
			Vendor Total:		
0000000136 VC-00058952 0000000136	Lapp's Landscape Products 6787 Lapp's Landscape Products	Topsoil & Mulch	01.454.246	07/12/2024 948.00	948.00
			Vendor Total:		
0000000016 VC-00058936 0000000016	Lawson Products, Inc. 9311647973 Lawson Products, Inc.	Electric Supplies	07.442.253	07/12/2024 647.68	647.68
			Vendor Total:		
0000004351 VC-00058921 0000004351	MarkI Supply Company, Inc. 00143649-0 MarkI Supply Company, Inc.	Police Ammunition	01.410.248	07/12/2024 125.15	125.15
			Vendor Total:		
0000005140 VC-00058916 0000005140	Matthew Friend 7/1-7/2/24 Matthew Friend	Summer Basketball Referee	01.451.118	07/12/2024 100.00	100.00
			Vendor Total:		

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0000005298	Matt's Heavy Duty Mobile Diagnostics						
VC-00058929	1012230	Refuse Tk#17 Inspection & Repairs	05.427.250	07/12/2024	7,862.22		
0000005298	Matt's Heavy Duty Mobile Diagnostics						
			Vendor Total:	7,862.22			
0000001668	Modern Group LTD						
VC-00058937	PSI338130	Elec 12' Coil Cord	07.442.370	07/12/2024	160.63		
0000001668	Modern Group LTD						
			Vendor Total:	160.63			
0000001717	NetCarrier Telecom, Inc.						
VC-00058948	903351	MAC Phone Lines 7/1-7/31/24	04.452.321	07/12/2024	254.36		
0000001717	NetCarrier Telecom, Inc.						
			Vendor Total:	254.36			
0000000096	Pennsylvania One Call System, Inc.						
VC-00058942	0001058044	Monthly Activity Fee	07.442.450	07/12/2024	1.62		
0000000096	Pennsylvania One Call System, Inc.						
			Vendor Total:	1.62			
0000000070	Perkasie Regional Authority						
VC-00058891	3388	Menlo Bath House 3/21-6/21/24	04.452.364	07/12/2024	862.40		
VC-00058890	4418	200 W. Walnut Bathrooms 3/21-6/21/24	01.454.364	07/12/2024	127.05		
VC-00058889	3427	200 W. Walnut St. Water & Sewer 3/21-6/	01.454.364	07/12/2024	59.25		
VC-00058890	4418	200 W. Walnut Bathrooms 3/21-6/21/24	01.454.366	07/12/2024	105.50		
VC-00058888	1989	PW Water & Sewer 3/21-6/21/24	01.409.366	07/12/2024	188.50		
VC-00058887	1583	620 W. Chestnut Water & Sewer 3/21-6/2	01.409.364	07/12/2024	588.75		
VC-00058887	1583	620 W. Chestnut Water & Sewer 3/21-6/2	01.409.366	07/12/2024	463.75		
VC-00058886	3350	6" Fire Hydrants	01.411.366	07/12/2024	4,226.25		
VC-00058885	3351	4" Fire Hydrants	01.411.366	07/12/2024	70.88		
VC-00058883	1642	Menlo House Water & Sewer 3/21-6/21/24	01.409.364	07/12/2024	268.50		
VC-00058884	1988	Police Water & Sewer 3/21-6/21/24	01.410.364	07/12/2024	159.75		
VC-00058893	3389	MAC Water & Sewer 3/21-6/21/24	04.452.364	07/12/2024	7,043.40		
VC-00058884	1988	Police Water & Sewer 3/21-6/21/24	01.410.366	07/12/2024	162.10		
VC-00058892	5320	Menlo Water 3/21-6/21/24	04.452.366	07/12/2024	806.50		
VC-00058893	3389	MAC Water & Sewer 3/21-6/21/24	04.452.366	07/12/2024	2,887.20		
VC-00058883	1642	Menlo House Water & Sewer 3/21-6/21/24	01.409.366	07/12/2024	184.45		
VC-00058888	1989	PW Water & Sewer 3/21-6/21/24	01.409.364	07/12/2024	210.60		
VC-00058891	3388	Menlo Bath House 3/21-6/21/24	04.452.366	07/12/2024	614.20		
VC-00058889	3427	200 W. Walnut St. Water & Sewer 3/21-6/	01.454.366	07/12/2024	70.30		
VC-00058894	3425	N. 2nd St Pool Water	04.452.366	07/12/2024	493.20		
0000000070	Perkasie Regional Authority						
			Vendor Total:	19,592.53			
0000003126	Premier Technology Solutions, LLC						
VC-00058912	10712	June Managed IT Services	01.405.452	07/12/2024	1,079.91		
0000003126	Premier Technology Solutions, LLC						
			Vendor Total:	1,079.91			
0000002433	ReadyRefresh by Nestle						
VC-00058944	14G0438789356	Boro Hall Water Delivery	01.409.450	07/12/2024	34.42		
VC-00058950	14G0438910135	PW Bottled Water Delivery	01.438.480	07/12/2024	56.88		

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0000002433	ReadyRefresh by Nestle			Vendor Total:	91.30			
0000000019	Richter Drafting & Office Supply Co., Inc.							
VC-00058945	1929688-0	Admin Office Supplies	01.405.210		07/12/2024	146.81		
0000000019	Richter Drafting & Office Supply Co., Inc.			Vendor Total:	146.81			
0000003062	Robert Harry Fischer Jr.							
VC-00058895	7/13/24	Farmers Market Performer 7/13/24	01.451.501		07/12/2024	100.00		
0000003062	Robert Harry Fischer Jr.			Vendor Total:	100.00			
0000005109	Rockhill Car Wash, LLC							
VC-00058923	298	June Police Washes x 8	01.410.451		07/12/2024	56.00		
0000005109	Rockhill Car Wash, LLC			Vendor Total:	56.00			
0000001841	Roger Troy Perry							
VC-00058919	7/1-7/2/24	Summer Basketball Payroll	01.451.118		07/12/2024	100.00		
0000001841	Roger Troy Perry			Vendor Total:	100.00			
0000004802	Ronald L. Persia							
VC-00058914	7/1-7/2/24	Summer Basketball Referee	01.451.118		07/12/2024	100.00		
VC-00058914	7/1-7/2/24	Summer Basketball Referee	01.451.117		07/12/2024	100.00		
0000004802	Ronald L. Persia			Vendor Total:	200.00			
0000004082	Staples							
VC-00058900	6005796217	Janitorial Supplies	01.438.230		07/12/2024	225.74		
VC-00058897	6005796219	Janitorial Supplies	01.438.230		07/12/2024	163.78		
VC-00058898	6005796221	Janitorial Supplies	01.438.230		07/12/2024	311.62		
VC-00058899	6005796222	Janitorial Supplies	01.438.230		07/12/2024	64.40		
0000004082	Staples			Vendor Total:	765.54			
0000000860	Steve DiCarlantonio							
VC-00058896	2024 Boot/clothing	2024 Boot/Clothing Reimbursement	01.438.238		07/12/2024	84.99		
0000000860	Steve DiCarlantonio			Vendor Total:	84.99			
0000003088	Tesco-The Eastern Specialty Company							
VC-00058935	211463	Elec 2100 w/Built in Load Disconnect	07.442.374		07/12/2024	9,713.69		
0000003088	Tesco-The Eastern Specialty Company			Vendor Total:	9,713.69			
0000005416	Tye R. Vallone							
VC-00058877	7/31/24	The Groove Merchants Summer Concert S	01.451.501		07/12/2024	1,000.00		
0000005416	Tye R. Vallone			Vendor Total:	1,000.00			
0000000732	UniFirst Corporation							
VC-00058934	1290182616	Electric Uniforms	07.442.238		07/12/2024	201.09		
VC-00058932	1290184069	Electric Uniforms	07.442.238		07/12/2024	214.85		
0000000732	UniFirst Corporation			Vendor Total:	415.94			

Date: 07/09/2024

Check Register #29- July 12, 2024

User: HEATHE

Time: 9:42:24AM

BOROUGH OF PERKASIE

VENDOR NO TRANS. NO	VENDOR NAME INVOICE NO	INVOICE DESC.	ACCOUNT NO	DUE DATE	VOUCHER AMOUNT PAID EFT DP
0000003836	Uniform Gear Inc				
VC-00058902	3617-3	Police Uniforms	01.410.238	07/12/2024	15.00
VC-00058903	3616-3	Police Uniforms	01.410.238	07/12/2024	715.05
VC-00058904	3614-3	Police Uniforms	01.410.238	07/12/2024	39.95
VC-00058905	3615-3	Police Uniforms	01.410.238	07/12/2024	187.47
VC-00058901	3618-3	Police Uniforms	01.410.238	07/12/2024	715.05
0000003836	Uniform Gear Inc		Vendor Total:	1,672.52	
0000000002	Waste Management				
VC-00058954	0014834-1062-5	Municipal Solid Waste Disposal 6/16-6/30	05.427.367	07/12/2024	9,498.88
0000000002	Waste Management		Vendor Total:	9,498.88	
			Report Total:	108,889.98	
			Unpaid Report Total:	108,889.98	
			Paid Report Total:	0.00	

**PERKASIE BOROUGH
RESOLUTION NO. 2024-43**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
AUTHORIZING THE RELEASE AND CLOSE OUT OF THE
GRADING ESCROW IN THE AMOUNT OF \$1,041.42 FOR THE 518
LOMBARD STREET POOL PROJECT AND AUTHORIZING THE
BOROUGH MANAGER TO RELEASE THE GRADING ESCROW
TO APPLICANT AND CLOSE OUT THE ACCOUNT**

WHEREAS, Christopher J. Mahoney and Lisa Samit-Mahoney (“Applicant”) provided the Borough of Perkasia with a Grading Escrow for a pool project located at 518 Lombard Street; and

WHEREAS, final inspections for the pool project located at 518 Lombard Street are now completed; and

WHEREAS, Applicant is requesting the release to them of their Grading Escrow in the amount of \$1,041.42.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Perkasia, as follows, that the remainder of the Grading Escrow for the Applicant’s 518 Lombard Street pool project shall be returned to the Applicant upon confirmation by the Borough that there are no outstanding or forthcoming legal and engineering bills regarding the 518 Lombard Street pool project and the account shall be closed.

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

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasia Borough on the 15th day of July, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, Council President

By: _____
Andrea L. Coaxum, Secretary

**PERKASIE BOROUGH
RESOLUTION NO. 2024-44**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
AUTHORIZING THE RELEASE AND CLOSE OUT OF THE
GRADING ESCROW IN THE AMOUNT OF \$972.88 FOR THE 617
W. BLOOMING GLEN DRIVE POOL PROJECT AND
AUTHORIZING THE BOROUGH MANAGER TO RELEASE THE
GRADING ESCROW TO APPLICANT AND CLOSE OUT THE
ACCOUNT**

WHEREAS, Alyson Adams (“Applicant”) provided the Borough of Perkasia with a Grading Escrow for a pool project located at 617 W. Blooming Glen Drive; and

WHEREAS, final inspections for the pool project located at 617 W. Blooming Glen Drive are now completed; and

WHEREAS, Applicant is requesting the release to her of her Grading Escrow in the amount of \$972.88.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Borough of Perkasia, as follows, that the remainder of the Grading Escrow for the Applicant’s 617 W. Blooming Glen Drive pool project shall be returned to the Applicant upon confirmation by the Borough that there are no outstanding or forthcoming legal and engineering bills regarding the 617 W. Blooming Glen Drive pool project and the account shall be closed.

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

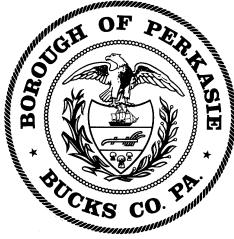
THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasia Borough on the 15th day of July, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, Council President

By: _____
Andrea L. Coaxum, Secretary



Borough of Perkasio

P. O. Box 96 620 W. Chestnut St.
Perkasie, Pennsylvania 18944

215-257-5065
Fax 215-257-7673

To: Mayor Hollenbach
Council Members
Andrea Coaxum, Manager
From: Rebecca Deemer, Finance Director
Date: July 8, 2024
Subject: Third Party Credit Card Processing

As Council is aware, the Borough accepts credit card payments for utility billing, recreation programming and seasonal and daily pool sales. We are paying \$25,408 annually for these fees with our current vendor, Tsys. I have provided the analysis below to show the potential savings by switching to a new vendor.

Credit Card Fees - Savings Analysis			
	<u>Tsys</u>	<u>NAMSCORP</u>	<u>Payments Hub</u>
Annual Volume	\$ 591,859	\$ 591,859	\$ 591,859
Total Bankcard Transactions	4439	4439	4439
Average Sale	\$ 133.33	\$ 133.33	\$ 133.33
Interchange Volume	\$ 591,859	\$ 591,859	\$ 591,859
Interchange Transactions	4439	4439	4439
Discount Rate	2.10%	0.40%	0.60%
Per Item Fee	\$ 0.60	\$ 0.15	\$ 0.10
Total Processing Fees	\$ 15,092.44	\$ 3,033.29	\$ 3,995.05
Passthrough Fees	\$ 9,424.91	\$ 7,428.59	\$ 7,396.74
Batch Fees	\$ -	\$ 90.00	\$ -
Statement Fee	\$ 129.69	\$ 131.88	\$ -
PCI Fee	\$ 59.00	\$ 251.40	\$ 144.00
Service Maintenance Fee	\$ 120.00	\$ -	\$ 60.00
Misc. Fees	\$ 582.31	\$ -	\$ -
Total Other Annual Charges	\$ 891.00	\$ 473.28	\$ 204.00
Total All Charges	\$ 25,408.35	\$ 10,935.16	\$ 11,595.79
Annual Savings- NAMSCORP \$ 14,473.19			
Annual Savings - Payments Hub \$ 13,812.55			

The Menlo Fund would see the biggest savings with this change, as most of the transactions that are processed by Tsys are for seasonal passes and daily admission. I am recommending that Council approve the agreement with NAMSCORP/Clearant, which will provide us with a savings of \$14,473.19.

RESOLUTION NO. 2024-45

**A RESOLUTION OF THE COUNCIL OF THE BOROUGH OF PERKASIE
APPROVING THE MERCHANT AGREEMENT WITH NAMSCORP D/B/A
CLEARENT, LLC FOR THIRD PARTY CREDIT CARD PROCESSING AND
RELATED DOCUMENTS, AND AUTHORIZING THE BOROUGH MANAGER
AND/OR THE PERKASIE BOROUGH COUNCIL PRESIDENT TO EXECUTE
THE CONTRACT ON BEHALF OF THE BOROUGH OF PERKASIE**

WHEREAS, NAMSCORP d/b/a Clearent, LLC has provided the Borough of Perkasia with a Merchant Agreement related to Third Party Credit Card Processing and Related Documents; and

WHEREAS, the Borough Council has determined that it is in the best interest of the Borough to approve the NAMSCORP d/b/a Clearent, LLC Merchant Agreement related to Third Party Credit Card Processing and Related Documents.

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

1. Approval of Agreement. The Borough Council herein approves the NAMSCORP d/b/a Clearent, LLC Merchant Agreement related to Third Party Credit Card Processing and Related Documents, which is attached hereto as Exhibit "A" and incorporated by reference.

2. Execution. The Borough Council further authorizes the Borough Manager and/or the Perkasia Borough Council President to execute the NAMSCORP d/b/a Clearent, LLC Agreement related to Third Party Credit Card Processing and Related Documents, on behalf of Perkasia Borough.

THIS RESOLUTION was duly adopted this 15th day of July, 2024.

ATTEST:

BOROUGH OF PERKASIE:

By: _____
Andrea L. Coaxum, Secretary

By: _____
James Ryder, Council President

EXHIBIT “A”

General Business Information

DBA Name BOROUGH OF PERKASIE - GENERAL FUND		MCC:	Service Org.:
Business Address Line 1 620 W CHESTNUT STREET, P.O. BOX 96.		Comp Type (option and not common)	
Business Address Line 2		Referral Partner (option and not common)	
City PERKASIE	State PA	Zip 18944	
Business Email FINANCE@PERKASIEBOROUGH.ORG		Business Ph. Number 215-257-5065	Fax Number (optional, used for chargebacks)
Mailing Address (if different)		City	State Zip
Web Address (www.example.com)		<input type="checkbox"/> I'd like to receive my statements online only. <input type="checkbox"/> I'd like to receive my tax forms online only.	

Legal Information

Legal Name BOROUGH OF PERKASIE	Federal Tax ID 23-6002925 PA	State of Registration 23-6002925 PA	<input type="checkbox"/> Currently open for business?
<input checked="" type="checkbox"/> Accept or previously accepted payment cards? <input type="checkbox"/> Terminated/Identified by Risk Monitoring? If Yes, please:			
Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Non profit/Tax Exempt <input checked="" type="checkbox"/> Government <input type="checkbox"/> Corporation <input type="checkbox"/> Association/Estate /Trust			
Season businesses - Check which months you're open: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec			

Profile Information

Annual Volume \$55,000	Average Ticket \$1,500	High Ticket \$20,000
Card Present % (swiped, chip terminal transactions) 50%	Card not Present % (keyed, ecomm, entered transactions) 50%	<input type="checkbox"/> Does Card Not Present include Ecommerce?
<input type="checkbox"/> Future Delivery Please specify the % of future delivery: Future delivery days: <input type="checkbox"/> 1-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> other:		
Refund/Return Policy: NO REFUND - CREDIT ISSUED		Products/Services Sold: LICENSE, PERMITS RENTALS FOR BOROUGH
* Only for 5941 (Sporting Goods Stores) If Merchant sells firearms or firearms accessories, must attach image of Federal Firearms License (FFL)		<input type="checkbox"/> Yes, Merchant sells firearms. <input type="checkbox"/> Does Merchant sell firearm accessories?

Site Survey

<input type="checkbox"/> This site survey is conducted in person. If no, how did you find merchant? <input type="checkbox"/> Web Lead <input type="checkbox"/> I called merchant <input checked="" type="checkbox"/> Merchant called me	
Main merchant location: <input checked="" type="checkbox"/> Brick & Morter <input type="checkbox"/> Tradeshaw <input type="checkbox"/> Residence <input type="checkbox"/> Other. Please list:	
<input checked="" type="checkbox"/> Inventory matches the products/services sold. <input checked="" type="checkbox"/> Valid Government issued identification is verified.	* Preferred * Attach image of valid government ID.

By signing below, I verify that (i) I have physically inspected the business premises or I verified the Merchant via the phone which included obtaining a copy of a valid picture ID, which I have included with the application, and that (ii) the information stated in this Site Inspection Form is to the best of my knowledge and is as presented to me by the Merchant.

Sales Representative Signaure: _____ Date _____

CHRISTOPHER BELL

Sales Representative Name (Please Print): _____

Banking Information *Deposits, Fees and Chargebacks must all be accounted for. | It is encouraged to provide a voided check and bank letter for verification.

Bank Name UNIVEST BANK & TRUST	Name on Bank Account BOROUGH OF PERKASIE	Routing Number 031913438	Account Number 4511025647
Specify account type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input checked="" type="checkbox"/> Deposits <input checked="" type="checkbox"/> Fees <input checked="" type="checkbox"/> Chargebacks	

Banking Information #2 (optional)

Bank Name	Name on Bank Account	Routing Number	Account Number
Specify account type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Chargebacks	
<input checked="" type="checkbox"/> I agree that the name on the bank account listed for deposits matches this merchant's legal name or this merchant's DBA name.			

Contact Information: Please provide information for all owners with 25% or more ownership.

Full Name (First & Last) REBECCA DEEMER		Select what type of Contact you're adding: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for Business Contact.	
Email finance@perkasiaborough.org	Ph. Number 215-257-5065	Fax	
DOB	SSN	Country of Citizenship	Title DIR OF FINANCE
Home Address		City PERKASIE	State PA Zip 18944
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input checked="" type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #2 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you're adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN	Country of Citizenship	Title
Home Address		City	State Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #3 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you're adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN	Country of Citizenship	Title
Home Address		City	State Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	
<input checked="" type="checkbox"/> All owners with 25% ownership or above are listed above.			

Choose Card Types to Apply:

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> American Express	<input type="checkbox"/> PIN Debit
<input checked="" type="checkbox"/> Mastercard	If yes: <input checked="" type="radio"/> American Express: Opt Blue	<input type="checkbox"/> EBT
<input checked="" type="checkbox"/> Discover	<input type="radio"/> American Express: ESA/Direct	EBT# _____
AMEX ESA/DIRECT MID ID:# _____		

- ☐ Terminal Margin Program
☐ Purchase
☐ Reprogram

Date	Merchant ID	DBA
------	-------------	-----

Merchant Equipment																
Terminal	Reprogram	Stage Only	Card Reader	PinPad	Front End		Equipment, Point of Sale or Clearent Virtual Terminal *Pax reprograms require serial number	Quantity	Communication:							
					Quest – No PIN Debit or Dial	TSYS – No Quick Chip			Primary			Secondary				
									IP/Ethernet	WiFi	Dial* Indicate Prefix	GPRS* Sim Fees Apply	IP/Ethernet	WiFi	Dial* Indicate Prefix	GPRS* Sim Fees Apply
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PinPad Detail	
PIN Debit Type <input type="checkbox"/> Internal <input type="checkbox"/> External: _____	<input type="checkbox"/> EBT <input type="checkbox"/> EMV PinPad Only *No Pin Debit

Password Options	
<input type="checkbox"/> Void: _____	<input type="checkbox"/> Refund: _____
<input type="checkbox"/> Settlement: _____	<input type="checkbox"/> Offline: _____
<input type="checkbox"/> Reports: _____	<input type="checkbox"/> Disable all PW (Dejavoo Only)

Processing Options		
Customer Receipt <input type="checkbox"/> Confirm <input type="checkbox"/> Automatic	Cash Discount <input type="checkbox"/> Percentage _____ % <input type="checkbox"/> Flat Fee \$ _____	Quick Serve <input type="checkbox"/> Under \$25 <input type="checkbox"/> Under \$50
<input type="checkbox"/> Cash Back <input type="checkbox"/> MOTO <input type="checkbox"/> P2PE (Additional Fees: Pax & Dejavoo Quest Only)	<input type="checkbox"/> Level II/B2B <input type="checkbox"/> Invoice #	<input type="checkbox"/> AVS <input type="checkbox"/> Clerk

Quest Setup Information	
Hosted Payments – Domain Name	<input type="checkbox"/> Account Updater: (Fees Applicable)
<input type="checkbox"/> VT EMV \$3.95/First Terminal <input type="checkbox"/> \$1.95/Adl Terminal/per Month Reader: _____	<input type="checkbox"/> VT P2PE \$1.50 per Month/Terminal

Batch Options	
<input type="checkbox"/> Auto Close _____ : _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Verifone <input type="checkbox"/> Totals (Default) <input type="checkbox"/> Detail <input type="checkbox"/> Both	Ingenico <input type="checkbox"/> Summary (Default) <input type="checkbox"/> Detail
Pax <input type="checkbox"/> Totals Only (Default) <input type="checkbox"/> Journal/Detail <input type="checkbox"/> Condensed <input type="checkbox"/> Short	Dejavoo <input type="checkbox"/> Detail (Default) <input type="checkbox"/> Disable Auto Updates *Additional reports must be created in terminal face

Tip Environment Options		
Tip Processing Options <input type="checkbox"/> Tip Line (Post-Sale) <input type="checkbox"/> Tip on Purchase Prompt (During Sale)		Tip Assist <input type="checkbox"/> 15%, 18%, 20% <input type="checkbox"/> Custom: ____/____/____
<input type="checkbox"/> Allow Settle with Unadjusted Tips	<input type="checkbox"/> Settle with Open Tabs	<input type="checkbox"/> Server Prompt

Notes & Special Instructions (Footer & Additional Settings)	

Shipping Information – If left blank, the default shipping will be the DBA.			
<input type="checkbox"/> AE	<input type="checkbox"/> DBA	<input type="checkbox"/> Principal Home	<input type="checkbox"/> Other
Name:		Phone:	
Address:		Suite/APT:	
City: PERKASIE	State: PA	Zip: 18944	
Shipping Method			
<input type="checkbox"/> 2 nd Day (Included)	<input type="checkbox"/> Standard Next Day (\$30)	<input type="checkbox"/> Next Day Air Early (Pass Through Cost)	<input type="checkbox"/> Saturday (Pass Through Cost)
Bill To: <input type="checkbox"/> AE <input type="checkbox"/> Merchant			

Total: \$ _____ Signature: _____ Printed Name: _____

Pricing information - IC Plus Advanced ➔ To be completed by a sales representative.

Transaction/Settlement Fees

(monthly settle only)

Settlement Type:	<input type="checkbox"/> Daily	<input checked="" type="checkbox"/> Monthly	month end billing %
		Rate	Per Item
Visa Credit		%	\$
Visa Debit		%	\$
Mastercard Credit		%	\$
Mastercard Debit		%	\$
Discover Credit		%	\$
Discover Debit		%	\$
AMEX Qualified Credit		%	\$
AMEX Qualified Prepaid		%	\$
Amex Direct/ESA Fee	(AMEX direct only)	%	\$
EBT:		n/a	\$
<input type="checkbox"/> PIN-Based Debit?	<input type="checkbox"/> Pass through network fees?	%	\$
Auth Fee		n/a	\$
<input type="checkbox"/> Express Merchant Funding		%	n/a

Other Fees

3rd Party Annual Fee	\$
3rd Party Monthly Fee	\$
3rd Party Per Transaction Fee	\$
3rd Party Setup Fee	\$

Account Fees

Monthly Account Fee:	\$		
PCI Non Complete Fee	\$		
Data Guardian Fee	\$		
Retreival Fee	\$		
Chargeback Fee	\$		
Annual Fee:	\$	Effective Month:	
Semi-Annual Fee	\$	Effective Month:	
*2months required:			
App Processing Fee:	\$	Month 1:	Month 2:
Monthly Minimum Discount	\$		
Monthly Statement	\$		
Voice Authorization	\$		
Batch Processing	\$		
Non Supported Help Desk Call	\$		
Debit Access Fee	\$		
AVS Transactions (Surcharge)	\$		
Gross Settlement Fee	\$		
Monthly Compass Online Reporting Fee:	\$		
IVR Dial Pay Authorization	\$		
Annual Regulatory Fee	\$		

Clearent Gateway/Virtual Terminal

Virtual Terminal Monthly Fee	n/a	\$
P2P Encryption Monthly Fee (per device)	# devices	\$
EMV Cloud (per device)	# devices	\$
<input type="checkbox"/> Account Updater Setup Fee	n/a	\$
Account Updater per Match Fee	n/a	\$
Paylink	n/a	\$

Merchant Acceptance of Application & Agreement

By signing below on behalf of the merchant described above ("Merchant") the undersigned individual(s) hereby: (i) Represents and warrants that all information contained in this application is true, correct and complete and that such individual(s) have the requisite power and authority to complete, submit and agree to the terms of this Merchant Application and version v20191001 of the Merchant Agreement available at www.clearent.com/merchantagreement , and which is hereby incorporated by reference (collectively the "Agreement") on behalf of themselves and Merchant; (ii) confirms that Merchant has reviewed and agrees to be bound by the terms and conditions of the full Agreement; (iii) authorizes Bank and Clearent to request a consumer credit report or reports from one or more consumer reporting agencies; (iv) agrees to allow the Bank and Clearent the right to conduct a physical inspection of Merchant's business premises to assure that the proper facilities, equipment, inventory, and necessary license or permit are present to conduct business; (v) authorizes the Bank, Clearent or their agents to initiate credit and/or debit entries to the account identified in this Merchant Application for amounts originating under the Agreement; and (vi) agrees to maintain a sufficient balance in the authorized bank account (Settlement Account) to cover all liabilities incurred under the Agreement.

The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers:

Principial Authorized Signer:	Name Printed: James Ryder	Title: Council President	Date:
Secondary Authorized Signer:	Name Printed:	Title:	Date:
Clearent Authorized Signer:	Name Printed:	Title:	Date:
Bank Authorized Signer:	Name Printed:	Title:	Date:

Personal Guaranty. In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Clearent under the Agreement, and payment of all sums due thereunder. This is a continuing guaranty and Guarantor agrees that it shall remain in full force and effect until the Agreement is terminated and any associated indebtedness by Merchant is paid in full. Notice of default by Merchant is hereby expressly waived, and it is expressly stipulated that no delay or omission on the part of Bank or Clearent in enforcing the collection of their daims or demands against Merchant shall be held to in any way impair or affect the liability of Guarantor hereunder. Guarantor waives any and all defenses based on suretyship or impairment of collateral. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Clearent in connection with the enforcement of this Guaranty. This guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor, Bank and Clearent.

Guarantor Authorized Signer:	Name Printed: NOT REQUIRED	Date:
Guarantor Authorized Signer:	Name Printed:	Date:

CLEARENT - INTERCHANGE PLUS PRICING MERCHANT SERVICES AND RELATED FEES

Check the Box for Each Requested Service	Discount Rate (%)	Authorization Fee (s) Per Item	Is Service Currently Established? If "YES" Provide Account Number
<input type="checkbox"/> Visa Card Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> MasterCard Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> Discover Rates	INTERCHANGE + .40 %	.15	
<input checked="" type="checkbox"/> Amex Rates	INTERCHANGE + 1.30 %	.15	
<input type="checkbox"/> Pin-Based Debit	INTERCHANGE + 0.10 %	.35	
<input type="checkbox"/> EBT / Link	INTERCHANGE	.35	# _____

PERIODIC SERVICE FEES AND SERVICE OPTIONS

Batch Fee \$ 0.25	Chargeback Fee (per occurrence) \$ 25.00	PCI Compliance \$ 20.95	Monthly Service Fee \$ 10.99
Voice Authorization Fee \$ 0.95	Retrieval Fee (per occurrence) \$ 25.00	Transaction Fee \$ 0.00	Terminal Warranty Protection \$ 6.99 / \$9.99 / \$19.99 / \$4.00
Monthly Minimum \$ 30.00	Annual Fee \$ 89.99	AVS Fee \$ 0.05	PAX Platform/ Virtual Terminal \$4.95 per PAX/\$ 6.99/\$12.99 w/EMV
Reprogramming Fee (one-time only) \$ 45.00	IRS Reg. Reporting Fee (annual) \$ 99.95	Next Day Funding 0.04%	VT Devices (per additional device) \$ 3.99

Notes/Addendum

- ☒ ~~Swipe Simple - \$14.95 per month (No per item Fees / for Empower add \$5.00)~~
- ☒ ~~Next Day Funding - Settlement must be done before 10:00 pm est.~~

Merchant Initials: _____

Date: _____

NamScorp Initials *CS*

Sales Support
630/833-4041

Taxpayer Information

To comply with Internal Revenue Service (IRS) and card association reporting requirements, we must know the legal name of your business and its Taxpayer Identification Number (TIN). Please complete the W-9 below, making sure it matches your EIN letter (IRS notification CP 575 A), a copy of your W-9, and/or your tax return. To see complete instructions for the W-9, go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Form **W-9**

Request for Taxpayer

Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Name (as shown on your income tax return)

BOROUGH OF PERKASIE

Business name/disregarded entity name, if differs from above (Doing Business As (DBA) name)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social security number

- -

Employer identification number

-

Note: Please see detailed instructions at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign
Here

Signature of
U.S. person:

Date:

Bank Disclosure

Merchant Services Provider (Processor) Contact Information

Name: Clearent, LLC
Address: 11330 Olive Blvd, Creve Coeur, MO 63141
Website URL: www.clearent.com
Phone: 314-732-0515

Member Bank Information

Name: Wells Fargo Bank, N.A.
Address: P.O. Box 6079, Concord, CA 94524
Phone: 844-284-6834

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at:
<https://usa.visa.com/support/small-business/regulations-fees.html#3>
- You may download "MasterCard Rules" from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information

Business Legal Name (Printed): BOROUGH OF PERKASIE			
Business Address: 620 W CHESTNUT STREET			
Business Phone Number: 215-257-5065			
Signature of Business Principal:	Name of Business Principal (Printed): James Ryder	Title: Council President	Date:

MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT is entered into among (i) the party that signed the Merchant Application and is requesting the Services ("Merchant"), (ii) The Member Bank indicated on the Bank Disclosure Page of the Application ("Bank"), and (iii) Clearant, LLC ("Clearant").

The appendices, addenda, schedules, Card Acceptance Guide and Fee Schedule (if applicable) that accompany this Merchant Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Merchant Agreement, as are the Merchant Application and the Card Brand Rules, and are individually and collectively hereinafter referred to as the "Merchant Agreement".

Capitalized terms used and not otherwise defined herein will have their respective meanings set forth in Section 39 of this Merchant Agreement.

The parties hereby agree as follows:

1. General. Merchant agrees to participate in Clearant's Card processing program by honoring Cards and submitting Transactions and other electronic data to Clearant and Bank in accordance with the terms of this Merchant Agreement, the Card Acceptance Guide and applicable Card Brand Rules. Clearant and Bank are responsible to Merchant for processing Transactions under the Card Brand Rules for the Services to which Merchant subscribes, which may vary among Card types.

2. Merchant's Application and Information. By completing the Merchant Application, Merchant applies for the Services covered by the Merchant Application and this Merchant Agreement. In their sole and absolute discretion, Clearant and Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Bank only for the activities and in the volumes described on the Merchant Application, including the percentage of Mail/Phone Order Transactions.

3. Merchant's General Duties.

3.1 Merchant will comply with this Merchant Agreement (including the terms of the Card Acceptance Guide), the Card Brand Rules and all applicable federal, state and local laws, rules and regulations (collectively "Laws"), including but not limited to laws and regulations regarding anti-money laundering compliance, as they may be modified and amended from time to time, for submitting and processing Transactions with Bank and Clearant, performing its obligations under this Merchant Agreement, and otherwise conducting its business. In the event of any inconsistency between this Merchant Agreement and the Card Brand Rules, the Card Brand Rules will govern. Merchant shall be charged an annual fee, beginning in the fourth month, for each Merchant account for governmental and Card Brand compliance in support of programs developed by Clearant to ensure compliance with all federal regulations as mandated, inclusive of, but not limited to annual income reporting, Tax ID Number (TIN) and legal name matching. Notwithstanding the foregoing, additional fees may be assessed for a non-matching TIN and legal name, and Merchant may be subject to back up withholding as mandated by the Internal Revenue Service (IRS).

3.2 Merchant, and neither Bank nor Clearant, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, servicers, agents, officers and directors. Merchant, and neither Bank nor Clearant, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

3.3 Merchant will use only the electronic processing formats provided or approved in advance by Bank and Clearant. Bank and Clearant may change such formats from time to time, and, upon notification, Merchant will comply with any changes.

3.4 Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Clearant or Bank to Merchant under this Merchant Agreement. To provide Documents electronically, Clearant will either notify Merchant that a Document is available at its web site with a link to that specific page of the web site containing the Document, or send the Document to the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application. At Clearant's or Bank's election, Clearant or Bank may provide Documents to Merchant by mail. To provide Documents by mail, Clearant or Bank will send the notice to Merchant at Merchant's address to which Clearant mails Merchant's statements or at the Merchant's address provided on their Merchant Application or at such other address as any party may provide by written notice to the other parties. Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access.

4. Acceptance Procedures.

4.1 In accepting Cards for the purchase of Merchant's goods and services, Merchant will comply with the requirements of the Card Brand Rules, this Merchant Agreement and the Card Acceptance Guide, as the same are revised from time to time.

4.2 Merchant will obtain and record an Authorization for all sales in accordance with the Card Brand Rules before submitting them for processing.

4.3 Merchant will submit to Bank and Clearant a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. Merchant will not submit directly or indirectly: (a) any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder; (b) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (c) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members and principals for Transactions that do not represent a purchase of goods or services from Merchant or a related credit. Further, Merchant may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Merchant Agreement.

4.4 Merchant will retain in a secure and confidential manner original or complete and legible copies of each Sales Draft required to be provided to Cardholders, for at least 3 years or longer if required by law or the Card Brand Rules, and in compliance with Payment Card Industry ("PCI") Data Security Standards ("PCI DSS"). Merchant will store Sales Drafts in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable.

5. Marketing. In performing its obligations under this Merchant Agreement, Merchant shall adequately display Card Brand marks, symbols or logos as required by the Card Brand Rules. Notwithstanding the foregoing, Merchant may not (i) indicate or imply that the Card Brands, Clearant or Bank endorses any Merchant goods or services, (ii) refer to any Card Brand, Clearant or Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Brand, Clearant or Bank for any purpose other than those permitted in the Card Brand Rules or the Card Acceptance Guide or after termination of this Merchant Agreement.

6. Payments; Fees.

6.1 Fees and charges payable by Merchant for the Services shall be as set forth in this Merchant Agreement, the Merchant Application and/or the Fee Schedule Addendum. Merchant is also liable for and agrees to pay any fines imposed on either Clearant or Bank by any Card Brand or Debit Card network resulting from Chargebacks or with respect to Merchant's acts or omissions. Any amounts due and owing by Merchant under this Merchant Agreement that are not paid when due will incur a late fee equal to the lesser of (i) one and one half percent (1 1/2 %) per month of the unpaid amount, or (ii) the highest rate allowable by law, in each case compounded monthly.

6.2 Fees and charges owed by Merchant to Bank and Clearant may be deducted by Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account. The following is a partial list of reasons for debits to the Settlement Account:

- (a) Fees and Chargebacks not previously charged;
- (b) All refunds processed on account of Cardholders;

- (c) All taxes, penalties, charges and other items incurred by Bank or Clearant that are reimbursable pursuant to this Merchant Agreement;
- (d) Processing Fees and the other fees or charges identified in this Merchant Agreement or on the Merchant Application;
- (e) Any Card Brand fees, fines, penalties, or other charges assessed as the result of the Transactions; and
- (f) Deposits posted in error.

6.3 Merchant acknowledges that all payments and credits provided to Merchant are provisional only and subject to suspension, revocation, to Chargebacks and to adjustments in accordance with this Merchant Agreement, the Card Brand Rules and the Card Acceptance Guide. Bank will provide provisional credit to Merchant for each valid Transaction which Merchant submits to Bank and Clearant by crediting Merchant's Settlement Account, provided Bank has received settlement for the valid Transaction by the Card Brand applicable to the Card used for the Transaction. Bank is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions, and may suspend or discontinue any provisional credit in Bank's and/or Clearant's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

7. Equipment; Supplies; Displays.

7.1 At Merchant's request, Clearant may supply Merchant with point-of-sale equipment ("POS Equipment") that Merchant may need to process and submit Transactions. Clearant will use good faith efforts to program the POS Equipment to operate at the Merchant locations in compliance with the Card Brand Rules; however, Clearant and Bank make no representations or warranties that Clearant's programming of the POS Equipment furnished by Clearant will operate in compliance with the Card Brand Rules.

7.2 All third party POS Equipment and services procured by Clearant under this Merchant Agreement are provided "AS-IS" but Clearant will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such POS Equipment or services.

7.3 Merchant will immediately notify Clearant of the third party it chooses to use or lease POS Equipment from ("Third Party Terminals") to process Transactions. If Merchant elects to use Third Party Terminals, Merchant assumes full responsibility and liability for any failure of that third party to comply with the Card Brand Rules, applicable Laws, or this Merchant Agreement. Neither Bank nor Clearant will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

8. Merchant Financial Information. Merchant will provide Clearant and Bank with such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, guarantors or its affiliates as Clearant or Bank may from time to time request. At any reasonable time, Clearant, Bank, any Card Brand or any other entity having authority has the right to examine the books and records of Merchant relating to this Merchant Agreement, including records of Transactions.

9. Settlement Account.

9.1 Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank and Clearant. The Settlement Account will be subject to the provisions of Section 19 of this Merchant Agreement.

9.2 Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Bank and Clearant may specify to Merchant in writing from time to time.

9.3 Subject to the terms and conditions of this Merchant Agreement, Bank agrees to provisionally credit Merchant for each Transaction that Bank and Clearant accepts from Merchant. Merchant agrees that Bank may charge the Settlement Account for the amount of any Transaction processed under this Merchant Agreement that results in a Chargeback, or for any Sales Draft or other reimbursement or Processing Fees to which Bank or Clearant may be entitled.

9.4 Merchant agrees that Bank and Clearant may audit all Transaction calculations and that Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

9.5 If the Settlement Account is closed, Bank or its designated representative may terminate this Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank and Clearant. Merchant may change the Settlement Account upon prior written approval by Bank and Clearant, which approval will not be unreasonably withheld.

9.6 Merchant authorizes Bank or its agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account through the ACH settlement process for amounts due under this Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under this Merchant Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable Card Brand or network, in effect from time to time. Merchant acknowledges and agrees that Bank and Clearant will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Brand or any financial institution. For each returned ACH debit, Merchant will be assessed a fee of \$15.

10. Merchant's Business; Other Processors.

10.1 Merchant will provide Clearant and Bank at least 30 days prior written notice of its intent to (a) sell, assign or otherwise transfer any substantial part (10% or more) of the total stock or assets of, and/or to liquidate, Merchant or any location of Merchant that accepts Cards; (b) change Merchant's name or location; (c) change the management of Merchant's business; (d) change the basic type or nature of the business carried out by Merchant; or (e) change any material information concerning Merchant in the Merchant Application. Upon the occurrence of any such event, the terms of this Merchant Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable Card Brands.

10.2 Merchant agrees that it will use Clearant as its exclusive provider of all Services unless specifically agreed to in writing by Clearant.

11. Assignment. Merchant will not assign this Merchant Agreement to another entity without the prior written consent of Clearant and Bank. Any attempt by Merchant to assign its rights or to delegate its obligations without Bank's and Clearant's consent will be void. The rights and obligations of Clearant and Bank hereunder may be assigned by Clearant and Bank without notice to Merchant. Merchant acknowledges that the transferable right of Clearant and Bank hereunder shall include, but shall not be limited to, the authority and right to debit Merchant's account(s) as described herein.

12. Merchant's Representations and Warranties. Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants to Clearant and Bank that: (a) each Transaction delivered hereunder represents a bona fide sale to a valid Cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the Cardholder, free from any claim demand, defense setoff or other adverse claim whatsoever; (b) each sales slip or other evidence of indebtedness accurately describes the goods and services which have been sold and delivered to the Cardholder; (c) Merchant has fully complied with this Merchant Agreement and all applicable Laws and the Card Brand Rules; (d) Merchant has fulfilled completely all of its obligations to the Cardholder and will resolve any customer dispute or complaint directly with the Cardholder; (e) the signature on the sales slip is genuine and authorized by Cardholder and not forged or unauthorized; (f) the Transaction has been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the Card Brand Rules; (g) none of the Transactions submitted hereunder represents sales to any principal, partner, proprietor, or owner of Merchant; (h) without limiting the generality of the foregoing, each Transaction and the handling, retention, and storage of information related thereto, complies with the Card Brand Rules as it relates to cardholder and transaction information security, including without limitation PCI DSS, Visa's Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection Program ("SDP"), Discover Information Security Compliance ("DISC"), and American Express's Data Security Requirements ("DSR"); (i) all of the information contained in the Merchant Application was true as of the date Merchant signed the Merchant Application agreeing to be bound by this Merchant Agreement; (j) there have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial

condition or management; (k) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed; (l) the person who executes the Merchant Application on behalf of Merchant has the full power and authority to execute the Merchant Application and to enter into this Merchant Agreement; (m) this Merchant Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms; (n) Merchant has the power and authority to authorize the automatic funds transfer provided for in this Merchant Agreement; (o) the Settlement Account is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Merchant Agreement; (p) Merchant is not (i) a person or entity whose property is "blocked" and cannot be dealt in, or who or which is otherwise identified as the subject of U.S. economic sanctions administered by OFAC, or by being organized in or operating in or on behalf of a country, territory or government that is the subject of sanctions administered by OFAC, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and (q) Merchant will immediately notify Bank and Clearant of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant. In the event that any of the foregoing representations or warranties is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a Transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any Transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such Transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefore) any additional fee that may be assessed for each such Transaction.

13. Merchant Web Sites; Third Party Servicers.

13.1 Merchant may use a point-of-sale software or a gateway service ("Third Party Servicers") that provides Merchant with an interface between Merchant and its customers so Merchant can accept sales from its customers. Merchant's choice of a Third Party Servicer is subject to Bank's and Clearant's approval. Notwithstanding any Third Party Servicer offered, suggested, or referenced by Bank or Clearant or its respective sales agents, Merchant acknowledges that all issues concerning its Third Party Servicer, including, but not limited to, its service and functionality, are solely between Merchant and such Third Party Servicer. The fees and terms for Merchant's Third Party Servicer and any services or products offered by such Third Party Servicer may be set forth in the Merchant Application or, if applicable, stated in a separate agreement between Merchant and its chosen Third Party Servicer.

13.2 Programming of Merchant's Web site, technical support, and its functionality with the Third Party Servicer chosen by Merchant, are the sole responsibility of Merchant. Neither Bank nor Clearant shall be liable in any manner whatsoever for any errors, disruptions or security breaches related to Merchant's Web site or any Third Party Servicer. Merchant shall be liable to and indemnify Bank and Clearant for all fees and liabilities incurred by Bank and Clearant regarding any errors, disruptions or security issues related to Merchant's Web site or any Third Party Servicer. Merchant will cause all of its Third Party Servicers to comply with the requirements of PCI DSS, DISC, SDP, DSR and CISP, in effect and as may be amended, supplemented or replaced from time to time, and any data security guidelines or operating guide provided by Bank at all times. Merchant will disclose to Clearant in writing all Third Party Servicers and any other third parties with access to Cardholder data, including their full legal name and contact information.

14. **Indemnification.** Merchant agrees to indemnify Clearant and Bank, including their respective officers, directors, employees, and agents against and to hold them harmless from and against any and all liabilities, losses, damages, disputes, offsets, claims or counterclaims of any party arising out of or relating to any act or omission of Merchant, Merchant's employees, or Merchant's designated representatives or agents, the duties to be performed by Merchant pursuant to this Merchant Agreement, any Transactions which Merchant submits to Bank and Clearant, including without limitation claims and complaints made by a Cardholder and/or Chargebacks, or Merchant's violation of the Card Brand Rules or any applicable Law. In the event that Bank or Clearant shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold Bank and Clearant harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall indemnify, defend, and hold harmless Bank and Clearant for any hacking, infiltration, or compromise of Merchant's systems or the systems of designated representatives or other agents.

15. Limitation of Liability.

15.1 Clearant and Bank shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

15.2 Neither Clearant nor Bank undertakes any duties to Merchant other than the duties expressly provided for in this Merchant Agreement, and any and all other or additional duties that may be imposed upon Clearant or Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Clearant's and Bank's cumulative liability to Merchant, whether arising in contract, tort (including without limitation negligence and strict liability) or otherwise, shall not exceed the lesser of one month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Merchant Agreement or \$10,000.

15.3 UNDER NO CIRCUMSTANCES SHALL CLEARANT OR BANK BE LIABLE FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS MERCHANT AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR CLEARANT OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FALLS OF ITS ESSENTIAL PURPOSE.

15.4 In no event will Clearant or Bank be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Agreement which is not reported in writing to Clearant or Bank within 30 days of such failure to perform or, in the event of a billing error or adjustments to the Settlement Account, within 60 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

16. Term; Termination.

16.1 The initial term of this Merchant Agreement shall be for the term of 3 years (the "Initial Term"), and shall automatically renew for successive 1-year periods unless this Merchant Agreement is terminated as set forth herein.

16.2 Bank or Clearant may terminate this Merchant Agreement, without cause, upon 30 days prior written notice to the other parties. Merchant may terminate this Merchant Agreement, without cause, upon 45 days prior written notice to the other parties.

16.3 Bank or Clearant may terminate this Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant, if Bank or Clearant reasonably determines that any of the following conditions exists: (a) Merchant has violated any provision of this Merchant Agreement; (b) there is a material adverse change in Merchant's financial condition, or Bank or Clearant determines in its sole discretion that Merchant's processing activity could result in a loss to Bank or Clearant; (c) a petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit of creditors,

or the business terminates; (d) the Card Brand Rules are amended in any way so that the continued existence of this Merchant Agreement would cause Bank or Clearant to be in breach of such Card Brand Rules; (e) any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way; (f) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Brand; or (g) if required by a Card Brand to terminate this Merchant Agreement.

16.4 Merchant may terminate this Merchant Agreement in the event of a material breach of the terms of this Merchant Agreement by Bank or Clearant, provided Merchant gives Bank and Clearant written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice by Bank and Clearant.

16.5 The parties acknowledge and agree that in addition to all other remedies available to Bank and Clearant under this Merchant Agreement or as otherwise available in law or equity, if this Merchant Agreement is terminated by Merchant other than pursuant to Section 16.4 or by Bank or Clearant pursuant to Sections 9.5 or 16.3, Merchant agrees to pay Bank and Clearant an account closure fee in the amount defined in the Merchant's Fee Schedule per location or the maximum amount allowed by law (the "Termination Fee"). If no Termination Fee is listed in the Merchant's Fee Schedule, then the Termination Fee shall be \$395.00. Merchant agrees that such Termination Fee shall also be due to Bank and Clearant if Merchant discontinues submitting sales volumes and average transaction amounts that meet or exceed Merchant's projections contained in the Merchant Application during the term of the Merchant Agreement for a period of 90 consecutive days, and is not designated on the Merchant Application, or by notice to Bank and Clearant, as a seasonal merchant or as otherwise agreed to by Bank and Clearant. The Termination Fee shall be immediately due and payable to Clearant and Bank, and Merchant hereby authorizes Clearant and Bank to deduct this amount from Merchant's Settlement Account or Reserve Account, or otherwise withhold the total amount from amounts due to Merchant from Clearant and Bank, immediately on or after the effective date of termination. If Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Clearant and Bank from amounts due to Merchant, Merchant shall pay Clearant and Bank the amount due within 10 days of the date of Clearant and Bank's invoice for same. Merchant acknowledges and agrees that the Termination Fee is not a penalty, but rather is a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by Merchant. Such amounts shall not be in lieu of, but in addition to any payment obligations for Services already provided hereunder (or that Clearant and Bank may continue to provide), which shall be additional cost, and any and all other damages to which Clearant and Bank may be entitled hereunder. For the avoidance of doubt, unless otherwise explicitly set forth in this Merchant Agreement, Merchant shall be required to pay a Termination Fee in connection with termination of this Merchant Agreement. 16.6 Bank's or Clearant's rights of termination under this Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Bank or Clearant to terminate this Merchant Agreement expressed elsewhere in this Merchant Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

16.7 Upon termination, Merchant's rights to complete Transactions and submit them to Bank and Clearant, and to use Transaction form or formats, promotional material and any other items provided by Bank or Clearant, will cease. Any Transaction that is accepted by Clearant and Bank after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed.

16.8 Termination of this Merchant Agreement shall not affect Merchant's obligations which have accrued prior to termination.

16.9 Sections 3.4, 4, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 22, 25, 27, 28, 32, 33, 35, 38 and 39 will survive termination of this Merchant Agreement.

17. **Chargebacks.** To the extent that Bank and/or Clearant has paid or may pay a Chargeback, Merchant will be obligated to reimburse Bank and/or Clearant for any such sums paid and for related fees. A list of some common reasons for Chargebacks is contained in the Card Acceptance Guide provided; however, such list is not exclusive and does not limit the generality of the foregoing. Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment, and such Transaction can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that its right to receive any amounts due from Bank or Clearant is subject to Bank's and Clearant's security interest and right of set off as set forth in this Merchant Agreement.

18. Reserve Account.

18.1 At any time, Bank may, at its option, establish a reserve account to secure the performance of Merchant's obligations (the "Reserve Account"). The Reserve Account may be funded through any or all of the following: (a) at the request of Clearant or Bank, Merchant will deposit funds in the Reserve Account within 1 business day after receiving Clearant's or Bank's oral or written request; or (b) without prior notice to Merchant, the transfer by Bank into the Reserve Account of funds deducted from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account, including certificates of deposit, of Merchant with a designated depository or other financial institution. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank or Clearant deems appropriate under the circumstances. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, the same procedures set forth herein shall be followed in order to cure the deficiency. Without limiting Bank's or Clearant's remedies, Merchant's failure to deposit any deficiency on time will permit Bank or Clearant, without advance notice, to suspend or cease processing additional Transactions or terminate this Merchant Agreement, as determined by Bank or Clearant in its sole discretion.

18.2 Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank or Clearant. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Bank, and Clearant shall not have access to or hold funds in the Reserve Account. Any funds held in the Reserve Account shall not bear interest.

18.3 At any time in Bank's or Clearant's sole and absolute discretion, Bank or Clearant may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account.

18.4 If funds are not available in the Settlement Account, Merchant hereby agrees that Bank may, without prior notice to Merchant, deduct from the Reserve Account any obligation of Merchant to Clearant or Bank under this Merchant Agreement, including all Fees, chargebacks and any and all additional fees, and sums sufficient to reimburse Clearant or Bank for the amount of any fines, penalty amounts and charges due to the Card Brands.

18.5 Bank may continue to hold or deposit funds in the Reserve Account after termination of this Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including requiring a minimum balance as determined by Bank or Clearant in their sole discretion and replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than one hundred eighty (180) days from the date of the last Transaction processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank and Clearant reasonably determine that the risk of chargebacks and other fees has ended and after deducting all amounts that Merchant owes to Bank and Clearant under this Merchant Agreement or any other agreement. Under no circumstance shall the amount collected as a Termination Fee under the terms of this Merchant Agreement be construed to satisfy the requirements of this section.

19. Security Interest.

19.1 To secure Merchant's performance of its obligations under this Merchant Agreement, and any other agreement with Bank or Clearant, Merchant grants Clearant and Bank a security interest in each Transaction and its proceeds, the Settlement Account, the Reserve Account and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, and any of Merchant's property held by Bank or Clearant. Bank or Clearant may enforce these security interests without notice or demand. The security interests granted under this Merchant Agreement will continue after this Merchant Agreement terminates, until Merchant satisfies all its obligations to Bank and Clearant.

19.2 Merchant also agrees that, in the event of a default by Merchant, Clearant or Bank has a right to setoff and may

apply any of Merchant's balances or any other monies due Merchant from Clearant or Bank towards the payment of amounts due from Merchant under the terms of this Merchant Agreement. The rights stated herein are in addition to any other rights Clearant and Bank may have under applicable law.

19.3 Furthermore, and with respect to any security interests granted herein, Bank and Clearant will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Missouri; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Missouri, then Bank and Clearant will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

19.4 Upon request of Bank or Clearant, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Bank and Clearant under this Section 19. Merchant shall cooperate with Bank and Clearant in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Merchant Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Bank, Clearant and any other financial institution under which Bank, Clearant, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

20. Waiver of Jury Trial; Governing Law; Venue.

20.1 THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

20.2 THIS MERCHANT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, NOTWITHSTANDING ANY CONFLICTS OF LAWS PRINCIPLES.

20.3 MERCHANT AND GUARANTOR HEREBY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ST. LOUIS COUNTY, MISSOURI FOR ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT.

21. **Amendments.** Bank and Clearant may amend this Merchant Agreement at any time by providing Merchant with 15 days' prior notice by: (a) sending Merchant written notice of such amendment in accordance with Section 3.4, or (b) posting such amendment to Clearant's web site and providing Merchant with electronic notice as provided in Section 3.4. The amendment will become effective on the effective date, provided however if such amendment increases Merchant's fees (other than with respect to any pass through of third party costs, including Card Brand fees, interchange, dues and assessments, or in connection with regulatory changes or introduction by Clearant or Bank of new products or services), Merchant will have the right to terminate this Merchant Agreement by providing Clearant and Bank written notice thereof before the effective date. Bank and Clearant may amend this Merchant Agreement upon less than 15 days' prior notice if Bank or Clearant reasonably determines immediate modification is required by Law, the Card Brand Rules, any adverse change in Merchant's financial condition or if Merchant's sales volume or average transaction amount does not meet Merchant's projections contained in the Merchant Application.

22. **Waiver.** Bank's or Clearant's failure to enforce this Merchant Agreement will not waive Bank's or Clearant's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Bank and Clearant. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

23. **Reports About Merchant; Exchange of Information.** From time to time, Clearant and Bank may obtain credit and other information on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Clearant and Bank and Clearant's and Bank's experience with Merchant to others seeking the information, including without limitation the IRS pursuant to any reporting requirements currently in place or those that may be enacted at any time by the United States government or any of its authorized agencies, any Card Brand, or any of their member financial institutions, or any other third party, without any liability whatsoever to Clearant or Bank.

24. **Account Monitoring.** Merchant agrees that Clearant or Bank may upon reasonable grounds, divert the disbursement of Merchant's funds to the Reserve Account and/or temporarily suspend processing under this Merchant Agreement and/or terminate this Merchant Agreement, and Clearant shall provide Merchant with notice of such action. Reasonable grounds shall include, but not be limited to, the following: suspicious or unusual Transaction activity; material variance in the nature of Merchant's business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by Merchant in this Merchant Agreement; Merchant does not authorize Transactions; receives excessive retrieval requests against Merchant's prior activity; or excessive ACH rejects or Chargebacks are debited against Merchant's prior activity. If Merchant's funds are diverted by Clearant or Clearant has temporarily suspended processing under this Merchant Agreement, such diversion or suspension shall be for any reasonable period of time required by Clearant to fully investigate Merchant's account activity and resolve, to Clearant's sole satisfaction, the subject questionable, suspect or fraudulent Transactions or activity of Merchant. Any funds diverted shall be maintained by Bank in a non-interest bearing account at Bank. Bank and Clearant shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any diversion of funds, suspension of processing or termination of this Merchant Agreement by Clearant pursuant to this Section. Clearant will assess all fees and expenses incurred in relation to its investigation of suspicious or unusual Transaction activity, which includes activity that deviates from this Merchant Agreement.

25. **Cardholder Account Information; Compliance with PCI DSS.** Merchant agrees that it will not disclose any Cardholder account information or other personal information to a third party for any purpose except to complete a Transaction pursuant to the Card Brand Rules or as otherwise required or permitted by the Card Brand Rules or Law. Merchant agrees that it will not request or use Cardholder account information for any purpose that Merchant knows or should have known to be fraudulent or in violation of the Card Brand Rules or for any purpose that the Cardholder did not authorize. Merchant agrees that it will only hold cardholder account information in compliance with PCI DSS. In the event of any actual or suspected loss or theft of Cardholder account information, Merchant is required to contact Bank and Clearant within 24 hours after becoming aware of such security breach. Merchant shall be responsible, at its own expense, to (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data, (ii) perform or cause to be performed any remedial actions recommended by such investigation, and (iii) fully cooperate with Bank, Clearant, the Card Brands or the United States government or any of its authorized agencies in the investigation and resolution of any security breach. Merchant shall receive information from Clearant about how to complete a PCI DSS Self-Assessment Questionnaire ("SAQ") after Merchant's Merchant Application has been accepted. If Merchant fails to successfully complete the SAQ within two weeks of the effective date of this Merchant Agreement, and once each calendar year thereafter, then Merchant will be subject to a Non-Complete PCI Questionnaire fee each month until such time as Merchant successfully completes the SAQ. In addition, Merchant shall promptly pay any fines, fee or penalties that may be assessed by any Card Brand as the result of its non-compliance with PCI DSS.

26. **Publicity.** Clearant and Bank have the right to use or display Merchant's name and logo in order to publicize and promote Merchant's use of the Services.

27. **Attorneys Fees.** Merchant and/or Guarantor will be liable for and will indemnify and reimburse Clearant and Bank for all attorneys' fees and other costs and expenses paid or incurred by Clearant and/or Bank in the enforcement of this Merchant Agreement or in matters relating to this Merchant Agreement, in collecting any amounts due from Merchant to Clearant and/or Bank, or arising from any breach by Merchant of this Merchant Agreement, or any other wrongdoing by Merchant or Guarantor.

28. **Notices.** All notices required by this Merchant Agreement will be in writing (hard copy or electronic) and will be effective when delivered to and received by (i) Clearant at the return address on the Merchant's Card processing statements, (ii) Bank at the address designated on the Merchant Application, and (iii) Merchant in accordance with Section 3.4. Any address Merchant designates may also be the address to which Clearant mails Merchant's statements. Delivery by facsimile transmission or electronic mail will be considered effective when sent to the facsimile transmission number or email address that has been provided to Clearant.

29. **Entire Agreement.** This Merchant Agreement constitutes the entire agreement between Merchant and Clearant and Bank for the Services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements relating thereto, whether oral or in writing. If any provision of this Merchant Agreement is held to be unenforceable, the other provisions remain effective.

30. **Effective Date.** This Merchant Agreement becomes effective only when accepted by Clearant and Bank. No agreement is deemed accepted if only signed by an agent representing Clearant and/or the Bank for the purposes of soliciting processing business.

31. Financial Accommodation; Bankruptcy.

31.1 Merchant will notify Bank and Clearant immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that the acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant's bankruptcy, this Merchant Agreement cannot be assumed or assigned, and Clearant and Bank shall be excused from performance hereunder.

31.2 Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and Clearant and in accordance with any Reserve Account provision specified in this Merchant Agreement. Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank or Clearant, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

32. **Warranty.** BANK AND CLEARANT SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR CLEARANT GUARANTEES OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

33. **Independent Contractors.** Clearant and Bank and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective employees or agents, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Merchant Agreement shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Clearant and Bank and Merchant.

34. **Special Provisions Regarding EBT Transactions.** Acceptance by Merchant of EBT transactions is governed by specific provisions of the Card Acceptance Guide. In accepting these transactions, Merchant agrees to abide by these provisions and failure to do so may result in additional fees.

35. Limited Acceptance.

35.1 If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard Card credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Brands other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard trademark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Neither Clearant nor Bank has any obligation other than those expressly provided under the Card Brand Rules and applicable Law as they may relate to limited acceptance. Neither Clearant's nor Bank's obligations include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Brand type(s) of transactions at the point-of-sale submitted for processing by Clearant. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Clearant may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Card Brand Rules and other applicable rules and regulations for the Card Brand type processed.

35.2 If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Card Brand Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Sales Draft for each Discover Card Transaction and deliver at least one copy of the Sales Draft to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Card Brand Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Sales Draft must include both the purchase amount and the Cash Over amount.

36. **Binding Effect.** This Merchant Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

37. **Signature Provisions.** Any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Merchant Agreement shall have the same force and effect as the original form of this Merchant Agreement. By signing the Merchant Application or by submitting Transactions, Merchant accepts and agrees to the terms and conditions of this Merchant Agreement.

38. **Required Merchant Information.** The USA PATRIOT Act and other applicable Laws require all financial institutions with which Clearant has relationships to obtain, verify, and record information that identifies each person (including business entities) who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank and Clearant. Bank and Clearant reserves the right to verify Merchant's identity through other non-documentary methods as Bank or Clearant deems appropriate in its sole discretion. Bank and Clearant may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

39. **Continuing Guaranty.** As a primary inducement to Clearant and Bank to enter into this Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of this Merchant Agreement to the same extent and in the same manner as Merchant. Guarantor(s) understands that Clearant or Bank, without notice to Guarantor(s), may from time to time renew or extend this Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Clearant or Bank may proceed directly against Guarantor(s) without first exhausting Clearant's or Bank's remedies against the Merchant, any other person or entity responsible to Clearant or Bank or any security held by Clearant or Bank.

40. **Definitions.** As used in this Merchant Agreement, the following terms will have the following meanings:

"ACH Rules" means collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

"Authorization" means approval by, or on behalf of, the Card issuer to validate a Transaction for a Merchant or another affiliate Bank. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

"Card" means a valid credit card or debit card bearing the service mark of Visa, MasterCard, Discover, American Express, private-label credit card, ATM/debit card, or any other card which Bank may at any time specify in writing as an additional Card payment option available to a Merchant.

"Cardholder" (sometimes referred to as "Card Member" in Card Brand materials) means the individual whose name is embossed on a Card and any authorized user of such Card.

"Card Brand" means any entity formed to administer and promote Cards, including, without limitation, American Express Travel Related Services Company, Inc.; Discover; MasterCard International, Inc.; VISA U.S.A., Inc.; and VISA International, Inc., and in the case of debit Transactions, the debit networks.

"Card Brand Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Brand.

"Cash Over" means a Transaction using a Discover Card whereby the Cardholder elects to receive additional cash in excess of the purchase price, all as provided by the Card Brand Rules of Discover.

"Chargeback" means the procedure by which a Sales Draft or other indicator of a Transaction (or disputed portion thereof) is returned to Bank or the issuer, the liability for which is the Merchant's responsibility.

"Processing Fees" means the fees payable by Merchant to Bank and Clearant for the Services Bank and Clearant provides to Merchant in connection with the Merchant Agreement, as the same may be revised from time to time.

"Sales Draft" means evidence of a purchase of goods or services by Cardholder from Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Card Brand Rules.

"Services" means the activities undertaken by Clearant and Bank to authorize, process and settle all United States Dollar-denominated American Express, Discover, MasterCard and Visa Card Transactions undertaken by Cardholders at Merchant's location(s) in the United States, and all other activities necessary for Clearant and Bank to perform the functions required by the Merchant Agreement for all other Cards covered by this Merchant Agreement.

"Settlement Account" means an account at a financial institution designated by Merchant as the account to be debited and credited by Bank for Transactions, fees, Chargebacks and other amounts due under the Merchant Agreement.

"Transaction" means acceptance of a Card for payment for goods sold and/or leased or services provided to Cardholder by Merchant and receipt of payment from Bank in accordance with the terms of the Merchant Agreement.

Equipment Loan Agreement

During the term of the Agreement, North American Merchant Solutions Corp., "NAMSCORP" will provide Merchant use of a POS terminal "Equipment". Merchant agrees that "Equipment" is property of NAMSCORP and shall be kept in good working condition. If Merchant terminates this agreement, any "Equipment" provided to Merchant must be returned within 10 business days in its entirety including terminal hardware, power cord, telephone cord, paper spindles, and any other parts provided to Merchant. If "Equipment" is not returned within 10 days or is lost, stolen or damaged NAMSCORP shall ACH Merchant a non-refundable value of \$450.00 dollars per Terminal or Mobile Swiper or \$650.00 per 'Terminal/Pin Pad' combination or Wireless Terminal, unless otherwise specified. A Terminal Warranty fee of \$6.99 per month per IP Terminal or Mobile Swiper, \$9.99 per PAX Terminal (PAX – additional \$4.95 Platform Fee per Terminal which will include VT and PayLink) or POS "Pin Pad", \$19.99 per Wireless Terminal will be charged. An additional \$4.00 will apply for a Terminal "Pin Pad" to be added. If Terminal is not returned, or found inoperable, the value of the Terminal will become due to NAMSCORP by Merchant. NAMSCORP will ACH customer for value of "Equipment" as stated in this document. "Equipment" must be returned before Bankcard Account can be closed. Under the terms of this agreement the Terminal must be connected to a surge protector.

Equipment & S/N: _____

Merchant Name: _____

MID #: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Merchant's Signature: _____

Print Name: _____

Title: _____

Date: _____

Total per Month: \$ _____

2211 York Road, Suite 208
Oak Brook, IL., 60523
630/833-4041



General Business Information

DBA Name		MCC:	Service Org.:	
Business Address Line 1			Comp Type (option and not common)	
Business Address Line 2			Referral Partner(option and not common)	
City	State	Zip		
Business Email		Business Ph. Number	Fax Number (optional, used for chargebacks)	
Mailing Address (if different)		City	State	Zip
Web Address (www.example.com)		<input type="checkbox"/> I'd like to receive my statements online only. <input type="checkbox"/> I'd like to receive my tax forms online only.		

Legal Information

Legal Name	Federal Tax ID	State of Registration	<input type="checkbox"/> Currently open for business?
<input type="checkbox"/> Accept or previously accepted payment cards?		<input type="checkbox"/> Terminated/Identified by Risk Monitoring? If Yes, please:	
Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Non profit/Tax Exempt <input type="checkbox"/> Government <input type="checkbox"/> Corporation <input type="checkbox"/> Association/Estate /Trust			
Season businesses - Check which months you're open: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec			

Profile Information

Annual Volume	\$156,000	Average Ticket	\$ 176.50	High Ticket	\$ 2, 500.00
Card Present % (swiped, chip terminal transactions)		Card not Present % (keyed, ecomm, entered transactions)		<input type="checkbox"/> Does Card Not Present include Ecommerce?	
50%		50%			
<input type="checkbox"/> Future Delivery	Please specify the % of future delivery:		Future delivery days: <input type="checkbox"/> 1-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> other:		
Refund/Return Policy:		Products/Services Sold:			
* Only for 5941 (Sporting Goods Stores) If Merchant sells firearms or firearms accessories, must attach image of Federal Firearms License (FFL)		<input type="checkbox"/> Yes, Merchant sells firearms.		<input type="checkbox"/> Does Merchant sell firearm accessories?	

Site Survey

<input type="checkbox"/> This site survey is conducted in person.	If no, how did you find merchant?	<input type="checkbox"/> Web Lead	<input type="checkbox"/> I called merchant	<input type="checkbox"/> Merchant called me
Main merchant location: <input type="checkbox"/> Brick & Morter <input type="checkbox"/> Tradeshow <input type="checkbox"/> Residence <input type="checkbox"/> Other. Please list:				
<input type="checkbox"/> Inventory matches the products/services sold.	<input type="checkbox"/> Valid Government issued identification is verified.	* Preferred * Attach image of valid government ID.		

By signing below, I verify that (i) I have physically inspected the business premises or I verified the Merchant via the phone which included obtaining a copy of a valid picture ID, which I have included with the application, and that (ii) the information stated in this Site Inpsection Form is to the best of my knowledge and is as presented to me by the Merchant.

Sales Representative Signaure: _____ Date _____

Sales Representative Name (Please Print): _____

Banking Information *Deposits, Fees and Chargebacks must all be accounted for. | It is encouraged to provide a voided check and bank letter for verification.

Bank Name	Name on Bank Account	Routing Number	Account Number
Specify account type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Chargebacks	

Banking Information #2 (optional)

Bank Name	Name on Bank Account	Routing Number	Account Number
Specify account type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Chargebacks	

☐ I agree that the name on the bank account listed for deposits matches this merchant’s legal name or this merchant’s DBA name.

Contact Information: Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Select what type of Contact you’re adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for Business Contact.	
Email	Ph. Number	Fax	
DOB	SSN - -	Country of Citizenship	Title
Home Address	City	State	Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #2 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you’re adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN - -	Country of Citizenship	Title
Home Address	City	State	Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #3 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you’re adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN - -	Country of Citizenship	Title
Home Address	City	State	Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

☐ All owners with 25% ownership or above are listed above.

Choose Card Types to Apply:

☐ Visa ☐ American Express ☐ PIN Debit

☐ Mastercard If yes: ☐ American Express: Opt Blue ☐ EBT

☐ Discover ☐ American Express: ESA/Direct EBT# _____

AMEX ESA/DIREXT MID ID:# _____

Date											Merchant ID											DBA										
Merchant Equipment																																
Terminal	Reprogram	Stage Only	Card Reader	PinPad	Front End		Equipment, Point of Sale or Clearent Virtual Terminal *Pax reprograms require serial number	Quantity	Communication:																							
					Quest – No PIN Debit or Dial	TSYS – No Quick Chip			Primary				Secondary																			
									IP/Ethernet	WIFI	Dial* Indicate Prefix	GPRS* Sim Fees Apply	IP/Ethernet	WIFI	Dial* Indicate Prefix	GPRS* Sim Fees Apply																

PinPad Detail	
PIN Debit Type Internal External: _____	EBT EMV PinPad Only *No Pin Debit

Password Options	
Void: _____	Refund: _____
Settlement: _____	Offline: _____
Reports: _____	Disable all PW (Dejavoo Only)

Processing Options		
Customer Receipt Confirm Automatic	Cash Discount Percentage _____% Flat Fee \$ _____	Quick Serve Under \$25 Under \$50
Cash Back MOTO P2PE (Additional Fees: Pax & Dejavoo Quest Only)	Level II/B2B Invoice #	AVS Clerk

Quest Setup Information	
Hosted Payments – Domain Name	Account Updater: (Fees Applicable)
VT EMV \$3.95/First Terminal \$1.95/Adl Terminal/per Month Reader: _____	VT P2PE \$1.50 per Month/Terminal

Batch Options	
Auto Close _____ : _____ AM PM	
Verifone Totals (Default) Detail Both	Ingenico Summary (Default) Detail
Pax Totals Only (Default) Journal/Detail Condensed Short	Dejavoo Detail (Default) Disable Auto Updates *Additional reports must be created in terminal face

Tip Environment Options		
Tip Processing Options Tip Line (Post-Sale) Tip on Purchase Prompt (During Sale)	Tip Assist 15%, 18%, 20% Custom: _____ / _____ / _____	
Allow Settle with Unadjusted Tips	Settle with Open Tabs	Server Prompt

Notes & Special Instructions (Footer & Additional Settings)	

Shipping Information – If left blank, the default shipping will be the DBA.			
AE	DBA	Principal Home	Other
Name:		Phone:	
Address:		Suite/APT:	
City:	State:		Zip:
Shipping Method			
2 nd Day (Included)	Standard Next Day (\$30)	Next Day Air Early (Pass Through Cost)	Saturday (Pass Through Cost)
Bill To:	AE	Merchant	

Total: \$ _____ Signature: _____ Printed Name: _____

Pricing information - IC Plus Advanced * To be completed by a sales representative.

Transaction/Settlement Fees

(monthly settle only)

Settlement Type:	<input type="checkbox"/> Daily	<input type="checkbox"/> Monthly	month end billing %
		Rate	Per Item
Visa Credit		%	\$
Visa Debit		%	\$
Mastercard Credit		%	\$
Mastercard Debit		%	\$
Discover Credit		%	\$
Discover Debit		%	\$
AMEX Qualified Credit		%	\$
AMEX Qualified Prepaid		%	\$
Amex Direct/ESA Fee	(AMEX direct only)	%	\$
EBT:		n/a	\$
<input type="checkbox"/> PIN-Based Debit?	<input type="checkbox"/> Pass through network fees?	%	\$
Auth Fee		n/a	\$
<input type="checkbox"/> Express Merchant Funding		%	n/a

Clearent Gateway/Virtual Terminal

Virtual Terminal Monthly Fee	n/a	\$
P2P Encryption Monthly Fee (per device)	# devices	\$
EMV Cloud (per device)	# devices	\$
<input type="checkbox"/> Account Updater Setup Fee	n/a	\$
Account Updater per Match Fee	n/a	\$
Paylink	n/a	\$

Other Fees

3rd Party Annual Fee	\$
3rd Party Monthly Fee	\$
3rd Party Per Transaction Fee	\$
3rd Party Setup Fee	\$

Account Fees

Monthly Account Fee:	\$		
PCI Non Complete Fee	\$		
Data Guardian Fee	\$		
Retreival Fee	\$		
Chargeback Fee	\$		
Annual Fee:	\$	Effective Month:	
Semi-Annual Fee <small>*2months required:</small>	\$	Effective Month:	
App Processing Fee:	\$	Month 1:	Month 2:
Monthly Minimum Discount	\$		
Monthly Statement	\$		
Voice Authorization	\$		
Batch Processing	\$		
Non Supported Help Desk Call	\$		
Debit Access Fee	\$		
AVS Transactions (Surcharge)	\$		
Gross Settlement Fee	\$		
Monthly Compass Online Reporting Fee:	\$		
IVR Dial Pay Authorization	\$		
Annual Regulatory Fee	\$		

Merchant Acceptance of Application & Agreement

By signing below on behalf of the merchant described above ("Merchant") the undersigned individual(s) hereby: (i) Represents and warrants that all information contained in this application is true, correct and complete and that such individual(s) have the requisite power and authority to complete, submit and agree to the terms of this Merchant Application and version v20191001 of the Merchant Agreement available at [www.clearent.com/merchantagreement](#) , and which is hereby incorporated by reference (collectively the "Agreement") on behalf of themselves and Merchant; (ii) confirms that Merchant has reviewed and agrees to be bound by the terms and conditions of the full Agreement; (iii) authorizes Bank and Clearent to request a consumer credit report or reports from one or more consumer reporting agencies; (iv) agrees to allow the Bank and Clearent the right to conduct a physical inspection of Merchant's business premises to assure that the proper facilities, equipment, inventory, and necessary license or permit are present to conduct business; (v) authorizes the Bank, Clearent or their agents to initiate credit and/or debit entries to the account identified in this Merchant Application for amounts originating under the Agreement; and (vi) agrees to maintain a sufficient balance in the authorized bank account (Settlement Account) to cover all liabilities incurred under the Agreement.

The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers:

Princippal Authorized Signer:	Name Printed:	Title:	Date:
Secondary Authorized Signer:	Name Printed:	Title:	Date:
Clearent Authorized Signer:	Name Printed:	Title:	Date:
Bank Authorized Signer:	Name Printed:	Title:	Date:

Personal Guaranty. In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Clearent under the Agreement, and payment of all sums due thereunder. This is a continuing guaranty and Guarantor agrees that it shall remain in full force and effect until the Agreement is terminated and any associated indebtedness by Merchant is paid in full. Notice of default by Merchant is hereby expressly waived, and it is expressly stipulated that no delay or omission on the part of Bank or Clearent in enforcing the collection of their claims or demands against Merchant shall be held to in any way impair or affect the liability of Guarantor hereunder. Guarantor waives any and all defenses based on suretyship or impairment of collateral. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Clearent in connection with the enforcement of this Guaranty. This guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor, Bank and Clearent.

Guarantor Authorized Signer:	Name Printed:	Date:
Guarantor Authorized Signer:	Name Printed:	Date:

CLEARENT - INTERCHANGE PLUS PRICING MERCHANT SERVICES AND RELATED FEES

Check the Box for Each Requested Service	Discount Rate (%)	Authorization Fee (s) Per Item	Is Service Currently Established? If "YES" Provide Account Number
<input type="checkbox"/> Visa Card Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> MasterCard Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> Discover Rates	INTERCHANGE + .40 %	.15	
<input checked="" type="checkbox"/> Amex Rates	INTERCHANGE + 1.30 %	.15	
<input type="checkbox"/> Pin-Based Debit	INTERCHANGE + 0.10 %	.35	
<input type="checkbox"/> EBT / Link	INTERCHANGE	.35	# _____

PERIODIC SERVICE FEES AND SERVICE OPTIONS

Batch Fee \$ 0.25	Chargeback Fee (per occurrence) \$ 25.00	PCI Compliance \$ 20.95	Monthly Service Fee \$ 10.99
Voice Authorization Fee \$ 0.95	Retrieval Fee (per occurrence) \$ 25.00	Transaction Fee \$ 0.00	Terminal Warranty Protection \$ 6.99 / \$9.99 / \$19.99 \$4.00
Monthly Minimum \$ 30.00	Annual Fee \$ 89.99	AVS Fee \$ 0.05	PAY Platform/ Virtual Terminal \$4.95 per PAX/\$ 6.99/ \$12.99 w/EMV
Reprogramming Fee (one-time only) \$ 45.00	IRS Reg. Reporting Fee (annual) \$ 99.95	Next Day Funding 0.04%	VT Devices (per additional device) \$ 5.99

Notes/Addendum

- ☒ ~~Swipe Simple - \$14.95 per month (No per item Fees / for Empower add \$5.00)~~
- ☒ ~~Next Day Funding - Settlement must be done before 10.00 pm est.~~

Merchant Initials: _____

Date: _____

NAME SCAP Initials *CS*

Sales Support
630/833-4041

Taxpayer Information

To comply with Internal Revenue Service (IRS) and card association reporting requirements, we must know the legal name of your business and its Taxpayer Identification Number (TIN). Please complete the W-9 below, making sure it matches your EIN letter (IRS notification CP 575 A), a copy of your W-9, and/or your tax return. To see complete instructions for the W-9, go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Form **W-9**

Request for Taxpayer

Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Name (as shown on your income tax return)

BOROUGH OF PERKASIE

Business name/disregarded entity name, if differs from above (Doing Business As (DBA) name)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social security number

- -

Employer identification number

23 - **6 0 0 2 9 2 5**

Note: Please see detailed instructions at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign
Here

Signature of
U.S. person:

Date:

Bank Disclosure

Merchant Services Provider (Processor) Contact Information

Name: Clearent, LLC
Address: 11330 Olive Blvd, Creve Coeur, MO 63141
Website URL: www.clearent.com
Phone: 314-732-0515

Member Bank Information

Name: Wells Fargo Bank, N.A.
Address: P.O. Box 6079, Concord, CA 94524
Phone: 844-284-6834

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at:
<https://usa.visa.com/support/small-business/regulations-fees.html#3>
- You may download "MasterCard Rules" from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information

Business Legal Name (Printed): BOROUGH OF PERKASIE			
Business Address: 620 W CHESTNUT STREET			
Business Phone Number: 215-257-5065			
Signature of Business Principal:	Name of Business Principal (Printed): James Ryder	Title: Council President	Date:

MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT is entered into among (i) the party that signed the Merchant Application and is requesting the Services ("**Merchant**"), (ii) The Member Bank indicated on the Bank Disclosure Page of the Application ("**Bank**"), and (iii) Clearent, LLC ("**Clearent**").

The appendices, addenda, schedules, Card Acceptance Guide and Fee Schedule (if applicable) that accompany this Merchant Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Merchant Agreement, as are the Merchant Application and the Card Brand Rules, and are individually and collectively hereinafter referred to as the "**Merchant Agreement**".

Capitalized terms used and not otherwise defined herein will have their respective meanings set forth in Section 39 of this Merchant Agreement.

The parties hereby agree as follows:

1. General. Merchant agrees to participate in Clearent's Card processing program by honoring Cards and submitting Transactions and other electronic data to Clearent and Bank in accordance with the terms of this Merchant Agreement, the Card Acceptance Guide and applicable Card Brand Rules. Clearent and Bank are responsible to Merchant for processing Transactions under the Card Brand Rules for the Services to which Merchant subscribes, which may vary among Card types.

2. Merchant's Application and Information. By completing the Merchant Application, Merchant applies for the Services covered by the Merchant Application and this Merchant Agreement. In their sole and absolute discretion, Clearent and Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Bank only for the activities and in the volumes described on the Merchant Application, including the percentage of Mail/Phone Order Transactions.

3. Merchant's General Duties.

3.1 Merchant will comply with this Merchant Agreement (including the terms of the Card Acceptance Guide), the Card Brand Rules and all applicable federal, state and local laws, rules and regulations (collectively "**Laws**"), including but not limited to laws and regulations regarding anti-money laundering compliance, as they may be modified and amended from time to time, for submitting and processing Transactions with Bank and Clearent, performing its obligations under this Merchant Agreement, and otherwise conducting its business. In the event of any inconsistency between this Merchant Agreement and the Card Brand Rules, the Card Brand Rules will govern. Merchant shall be charged an annual fee, beginning in the fourth month, for each Merchant account for governmental and Card Brand compliance in support of programs developed by Clearent to ensure compliance with all federal regulations as mandated, inclusive of, but not limited to annual income reporting, Tax ID Number (TIN) and legal name matching. Notwithstanding the foregoing, additional fees may be assessed for a non-matching TIN and legal name, and Merchant may be subject to back up withholding as mandated by the Internal Revenue Service (IRS).

3.2 Merchant, and neither Bank nor Clearent, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, servicers, agents, officers and directors. Merchant, and neither Bank nor Clearent, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

3.3 Merchant will use only the electronic processing formats provided or approved in advance by Bank and Clearent. Bank and Clearent may change such formats from time to time, and, upon notification, Merchant will comply with any changes.

3.4 Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("**Documents**") which are to be provided by Clearent or Bank to Merchant under this Merchant Agreement. To provide Documents electronically, Clearent will either notify Merchant that a Document is available at its web site with a link to that specific page of the web site containing the Document, or send the Document to the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application. At Clearent's or Bank's election, Clearent or Bank may provide Documents to Merchant by mail. To provide Documents by mail, Clearent or Bank will send the notice to Merchant at Merchant's address to which Clearent mails Merchant's statements or at the Merchant's address provided on their Merchant Application or at such other address as any party may provide by written notice to the other parties. Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access.

4. Acceptance Procedures.

4.1 In accepting Cards for the purchase of Merchant's goods and services, Merchant will comply with the requirements of the Card Brand Rules, this Merchant Agreement and the Card Acceptance Guide, as the same are revised from time to time.

4.2 Merchant will obtain and record an Authorization for all sales in accordance with the Card Brand Rules before submitting them for processing.

4.3 Merchant will submit to Bank and Clearent a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. Merchant will not submit directly or indirectly: (a) any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder; (b) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (c) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members and principals for Transactions that do not represent a purchase of goods or services from Merchant or a related credit. Further, Merchant may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Merchant Agreement.

4.4 Merchant will retain in a secure and confidential manner original or complete and legible copies of each Sales Draft required to be provided to Cardholders, for at least 3 years or longer if required by law or the Card Brand Rules, and in compliance with Payment Card Industry ("PCI") Data Security Standards ("PCI DSS"). Merchant will store Sales Drafts in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable.

5. Marketing. In performing its obligations under this Merchant Agreement, Merchant shall adequately display Card Brand marks, symbols or logos as required by the Card Brand Rules. Notwithstanding the foregoing, Merchant may not (i) indicate or imply that the Card Brands, Clearent or Bank endorses any Merchant goods or services, (ii) refer to any Card Brand, Clearent or Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Brand, Clearent or Bank for any purpose other than those permitted in the Card Brand Rules or the Card Acceptance Guide or after termination of this Merchant Agreement.

6. Payments; Fees.

6.1 Fees and charges payable by Merchant for the Services shall be as set forth in this Merchant Agreement, the Merchant Application and/or the Fee Schedule Addendum. Merchant is also liable for and agrees to pay any fines imposed on either Clearent or Bank by any Card Brand or Debit Card network resulting from Chargebacks or with respect to Merchant's acts or omissions. Any amounts due and owing by Merchant under this Merchant Agreement that are not paid when due will incur a late fee equal to the lesser of (i) one and one half percent (1 1/2 %) per month of the unpaid amount, or (ii) the highest rate allowable by law, in each case compounded monthly.

6.2 Fees and charges owed by Merchant to Bank and Clearent may be deducted by Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account. The following is a partial list of reasons for debits to the Settlement Account:

- (a) Fees and Chargebacks not previously charged;
- (b) All refunds processed on account of Cardholders;

- (c) All taxes, penalties, charges and other items incurred by Bank or Clearent that are reimbursable pursuant to this Merchant Agreement;
- (d) Processing Fees and the other fees or charges identified in this Merchant Agreement or on the Merchant Application;
- (e) Any Card Brand fees, fines, penalties, or other charges assessed as the result of the Transactions; and
- (f) Deposits posted in error.

6.3 Merchant acknowledges that all payments and credits provided to Merchant are provisional only and subject to suspension, revocation, to Chargebacks and to adjustments in accordance with this Merchant Agreement, the Card Brand Rules and the Card Acceptance Guide. Bank will provide provisional credit to Merchant for each valid Transaction which Merchant submits to Bank and Clearent by crediting Merchant's Settlement Account, provided Bank has received settlement for the valid Transaction by the Card Brand applicable to the Card used for the Transaction. Bank is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions, and may suspend or discontinue any provisional credit in Bank's and/or Clearent's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

7. Equipment; Supplies; Displays.

7.1 At Merchant's request, Clearent may supply Merchant with point-of-sale equipment ("**POS Equipment**") that Merchant may need to process and submit Transactions. Clearent will use good faith efforts to program the POS Equipment to operate at the Merchant locations in compliance with the Card Brand Rules; however, Clearent and Bank make no representations or warranties that Clearent's programming of the POS Equipment furnished by Clearent will operate in compliance with the Card Brand Rules.

7.2 All third party POS Equipment and services procured by Clearent under this Merchant Agreement are provided "AS-IS" but Clearent will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such POS Equipment or services.

7.3 Merchant will immediately notify Clearent of the third party it chooses to use or lease POS Equipment from ("**Third Party Terminals**") to process Transactions. If Merchant elects to use Third Party Terminals, Merchant assumes full responsibility and liability for any failure of that third party to comply with the Card Brand Rules, applicable Laws, or this Merchant Agreement. Neither Bank nor Clearent will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

8. Merchant Financial Information. Merchant will provide Clearent and Bank with such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, guarantors or its affiliates as Clearent or Bank may from time to time request. At any reasonable time, Clearent, Bank, any Card Brand or any other entity having authority has the right to examine the books and records of Merchant relating to this Merchant Agreement, including records of Transactions.

9. Settlement Account.

9.1 Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank and Clearent. The Settlement Account will be subject to the provisions of Section 19 of this Merchant Agreement.

9.2 Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Bank and Clearent may specify to Merchant in writing from time to time.

9.3 Subject to the terms and conditions of this Merchant Agreement, Bank agrees to provisionally credit Merchant for each Transaction that Bank and Clearent accepts from Merchant. Merchant agrees that Bank may charge the Settlement Account for the amount of any Transaction processed under this Merchant Agreement that results in a Chargeback, or for any Sales Draft or other reimbursement or Processing Fees to which Bank or Clearent may be entitled.

9.4 Merchant agrees that Bank and Clearent may audit all Transaction calculations and that Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

9.5 If the Settlement Account is closed, Bank or its designated representative may terminate this Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank and Clearent. Merchant may change the Settlement Account upon prior written approval by Bank and Clearent, which approval will not be unreasonably withheld.

9.6 Merchant authorizes Bank or its agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account through the ACH settlement process for amounts due under this Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under this Merchant Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable Card Brand or network, in effect from time to time. Merchant acknowledges and agrees that Bank and Clearent will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Brand or any financial institution. For each returned ACH debit, Merchant will be assessed a fee of \$15.

10. Merchant's Business; Other Processors.

10.1 Merchant will provide Clearent and Bank at least 30 days prior written notice of its intent to (a) sell, assign or otherwise transfer any substantial part (10% or more) of the total stock or assets of, and/or to liquidate, Merchant or any location of Merchant that accepts Cards; (b) change Merchant's name or location; (c) change the management of Merchant's business; (d) change the basic type or nature of the business carried out by Merchant; or (e) change any material information concerning Merchant in the Merchant Application. Upon the occurrence of any such event, the terms of this Merchant Agreement may be modified to address issues arising there from, including but not limited to requirements of applicable Card Brands.

10.2 Merchant agrees that it will use Clearent as its exclusive provider of all Services unless specifically agreed to in writing by Clearent.

11. Assignment. Merchant will not assign this Merchant Agreement to another entity without the prior written consent of Clearent and Bank. Any attempt by Merchant to assign its rights or to delegate its obligations without Bank's and Clearent's consent will be void. The rights and obligations of Clearent and Bank hereunder may be assigned by Clearent and Bank without notice to Merchant. Merchant acknowledges that the transferable right of Clearent and Bank hereunder shall include, but shall not be limited to, the authority and right to debit Merchant's account(s) as described herein.

12. Merchant's Representations and Warranties. Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants to Clearent and Bank that: (a) each Transaction delivered hereunder represents a bona fide sale to a valid Cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the Cardholder, free from any claim demand, defense setoff or other adverse claim whatsoever; (b) each sales slip or other evidence of indebtedness accurately describes the goods and services which have been sold and delivered to the Cardholder; (c) Merchant has fully complied with this Merchant Agreement and all applicable Laws and the Card Brand Rules; (d) Merchant has fulfilled completely all of its obligations to the Cardholder and will resolve any customer dispute or complaint directly with the Cardholder; (e) the signature on the sales slip is genuine and authorized by Cardholder and not forged or unauthorized; (f) the Transaction has been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the Card Brand Rules; (g) none of the Transactions submitted hereunder represents sales to any principal, partner, proprietor, or owner of Merchant; (h) without limiting the generality of the foregoing, each Transaction and the handling, retention, and storage of information related thereto, complies with the Card Brand Rules as it relates to cardholder and transaction information security, including without limitation PCI DSS, Visa's Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection Program ("SDP"), Discover Information Security Compliance ("DISC"), and American Express's Data Security Requirements ("DSR"); (i) all of the information contained in the Merchant Application was true as of the date Merchant signed the Merchant Application agreeing to be bound by this Merchant Agreement; (j) there have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial

condition or management; (k) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed; (l) the person who executes the Merchant Application on behalf of Merchant has the full power and authority to execute the Merchant Application and to enter into this Merchant Agreement; (m) this Merchant Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms; (n) Merchant has the power and authority to authorize the automatic funds transfer provided for in this Merchant Agreement; (o) the Settlement Account is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Merchant Agreement; (p) Merchant is not (i) a person or entity whose property is "blocked" and cannot be dealt in, or who or which is otherwise identified as the subject of U.S. economic sanctions administered by OFAC, or by being organized in or operating in or on behalf of a country, territory or government that is the subject of sanctions administered by OFAC, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and (q) Merchant will immediately notify Bank and Clearnet of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant. In the event that any of the foregoing representations or warranties is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a Transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any Transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such Transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefore) any additional fee that may be assessed for each such Transaction.

13. Merchant Web Sites; Third Party Servicers.

13.1 Merchant may use a point-of-sale software or a gateway service ("Third Party Servicers") that provides Merchant with an interface between Merchant and its customers so Merchant can accept sales from its customers. Merchant's choice of a Third Party Servicer is subject to Bank's and Clearnet's approval. Notwithstanding any Third Party Servicer offered, suggested, or referenced by Bank or Clearnet or its respective sales agents, Merchant acknowledges that all issues concerning its Third Party Servicer, including, but not limited to, its service and functionality, are solely between Merchant and such Third Party Servicer. The fees and terms for Merchant's Third Party Servicer and any services or products offered by such Third Party Servicer may be set forth in the Merchant Application or, if applicable, stated in a separate agreement between Merchant and its chosen Third Party Servicer.

13.2 Programming of Merchant's Web site, technical support, and its functionality with the Third Party Servicer chosen by Merchant, are the sole responsibility of Merchant. Neither Bank nor Clearnet shall be liable in any manner whatsoever for any errors, disruptions or security breaches related to Merchant's Web site or any Third Party Servicer. Merchant shall be liable to and indemnify Bank and Clearnet for all fees and liabilities incurred by Bank and Clearnet regarding any errors, disruptions or security issues related to Merchant's Web site or any Third Party Servicer. Merchant will cause all of its Third Party Servicers to comply with the requirements of PCI DSS, DISC, SDP, DSR and CISP, in effect and as may be amended, supplemented or replaced from time to time, and any data security guidelines or operating guide provided by Bank at all times. Merchant will disclose to Clearnet in writing all Third Party Servicers and any other third parties with access to Cardholder data, including their full legal name and contact information.

14. **Indemnification.** Merchant agrees to indemnify Clearnet and Bank, including their respective officers, directors, employees, and agents against and to hold them harmless from and against any and all liabilities, losses, damages, disputes, offsets, claims or counterclaims of any party arising out of or relating to any act or omission of Merchant, Merchant's employees, or Merchant's designated representatives or agents, the duties to be performed by Merchant pursuant to this Merchant Agreement, any Transactions which Merchant submits to Bank and Clearnet, including without limitation claims and complaints made by a Cardholder and/or Chargebacks, or Merchant's violation of the Card Brand Rules or any applicable Law. In the event that Bank or Clearnet shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold Bank and Clearnet harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall indemnify, defend, and hold harmless Bank and Clearnet for any hacking, infiltration, or compromise of Merchant's systems or the systems of designated representatives or other agents.

15. Limitation of Liability.

15.1 Clearnet and Bank shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

15.2 Neither Clearnet nor Bank undertakes any duties to Merchant other than the duties expressly provided for in this Merchant Agreement, and any and all other or additional duties that may be imposed upon Clearnet or Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Clearnet's and Bank's cumulative liability to Merchant, whether arising in contract, tort (including without limitation negligence and strict liability) or otherwise, shall not exceed the lesser of one month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Merchant Agreement or \$10,000.

15.3 UNDER NO CIRCUMSTANCES SHALL CLEARNET OR BANK BE LIABLE FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS MERCHANT AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR CLEARNET OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15.4 In no event will Clearnet or Bank be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Agreement which is not reported in writing to Clearnet or Bank within 30 days of such failure to perform or, in the event of a billing error or adjustments to the Settlement Account, within 60 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

16. Term; Termination.

16.1 The initial term of this Merchant Agreement shall be for the term of 3 years (the "Initial Term"), and shall automatically renew for successive 1-year periods unless this Merchant Agreement is terminated as set forth herein.

16.2 Bank or Clearnet may terminate this Merchant Agreement, without cause, upon 30 days prior written notice to the other parties. Merchant may terminate this Merchant Agreement, without cause, upon 45 days prior written notice to the other parties.

16.3 Bank or Clearnet may terminate this Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant, if Bank or Clearnet reasonably determines that any of the following conditions exists: (a) Merchant has violated any provision of this Merchant Agreement; (b) there is a material adverse change in Merchant's financial condition, or Bank or Clearnet determines in its sole discretion that Merchant's processing activity could result in a loss to Bank or Clearnet; (c) a petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit creditors,

or the business terminates; (d) the Card Brand Rules are amended in any way so that the continued existence of this Merchant Agreement would cause Bank or Clearnet to be in breach of such Card Brand Rules; (e) any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way; (f) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Brand; or (g) if required by a Card Brand to terminate this Merchant Agreement.

16.4 Merchant may terminate this Merchant Agreement in the event of a material breach of the terms of this Merchant Agreement by Bank or Clearnet, provided Merchant gives Bank and Clearnet written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice by Bank and Clearnet.

16.5 The parties acknowledge and agree that in addition to all other remedies available to Bank and Clearnet under this Merchant Agreement or as otherwise available in law or equity, if this Merchant Agreement is terminated by Merchant other than pursuant to Section 16.4 or by Bank or Clearnet pursuant to Sections 9.5 or 16.3, Merchant agrees to pay Bank and Clearnet an account closure fee in the amount defined in the Merchant's Fee Schedule per location or the maximum amount allowed by law (the "Termination Fee"). If no Termination Fee is listed in the Merchant's Fee Schedule, then the Termination Fee shall be \$395.00. Merchant agrees that such Termination Fee shall also be due to Bank and Clearnet if Merchant discontinues submitting sales volumes and average transaction amounts that meet or exceed Merchant's projections contained in the Merchant Application during the term of the Merchant Agreement for a period of 90 consecutive days, and is not designated on the Merchant Application, or by notice to Bank and Clearnet, as a seasonal merchant or as otherwise agreed to by Bank and Clearnet. The Termination Fee shall be immediately due and payable to Clearnet and Bank, and Merchant hereby authorizes Clearnet and Bank to deduct this amount from Merchant's Settlement Account or Reserve Account, or otherwise withhold the total amount from amounts due to Merchant from Clearnet and Bank, immediately on or after the effective date of termination. If Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Clearnet and Bank from amounts due to Merchant, Merchant shall pay Clearnet and Bank the amount due within 10 days of the date of Clearnet and Bank's invoice for same. Merchant acknowledges and agrees that the Termination Fee is not a penalty, but rather is a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by Merchant. Such amounts shall not be in lieu of, but in addition to any payment obligations for Services already provided hereunder (or that Clearnet and Bank may continue to provide), which shall be additional cost, and any and all other damages to which Clearnet and Bank may be entitled hereunder. For the avoidance of doubt, unless otherwise explicitly set forth in this Merchant Agreement, Merchant shall be required to pay a Termination Fee in connection with termination of this Merchant Agreement. 16.6 Bank's or Clearnet's rights of termination under this Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Bank or Clearnet to terminate this Merchant Agreement expressed elsewhere in this Merchant Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

16.7 Upon termination, Merchant's rights to complete Transactions and submit them to Bank and Clearnet, and to use Transaction form or formats, promotional material and any other items provided by Bank or Clearnet, will cease. Any Transaction that is accepted by Clearnet and Bank after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed.

16.8 Termination of this Merchant Agreement shall not affect Merchant's obligations which have accrued prior to termination.

16.9 Sections 3.4, 4, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 22, 25, 27, 28, 32, 33, 35, 38 and 39 will survive termination of this Merchant Agreement.

17. **Chargebacks.** To the extent that Bank and/or Clearnet has paid or may pay a Chargeback, Merchant will be obligated to reimburse Bank and/or Clearnet for any such sums paid and for related fees. A list of some common reasons for Chargebacks is contained in the Card Acceptance Guide provided; however, such list is not exclusive and does not limit the generality of the foregoing. Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment, and such Transaction can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that its right to receive any amounts due from Bank or Clearnet is subject to Bank's and Clearnet's security interest and right of set off as set forth in this Merchant Agreement.

18. Reserve Account.

18.1 At any time, Bank may, at its option, establish a reserve account to secure the performance of Merchant's obligations (the "Reserve Account"). The Reserve Account may be funded through any or all of the following: (a) at the request of Clearnet or Bank, Merchant will deposit funds in the Reserve Account within 1 business day after receiving Clearnet's or Bank's oral or written request; or (b) without prior notice to Merchant, the transfer by Bank into the Reserve Account of funds deducted from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account, including certificates of deposit, of Merchant with a designated depository or other financial institution. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank or Clearnet deems appropriate under the circumstances. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, the same procedures set forth herein shall be followed in order to cure the deficiency. Without limiting Bank's or Clearnet's remedies, Merchant's failure to deposit any deficiency on time will permit Bank or Clearnet, without advance notice, to suspend or cease processing additional Transactions or terminate this Merchant Agreement, as determined by Bank or Clearnet in its sole discretion.

18.2 Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank or Clearnet. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Bank, and Clearnet shall not have access to or hold funds in the Reserve Account. Any funds held in the Reserve Account shall not bear interest.

18.3 At any time in Bank's or Clearnet's sole and absolute discretion, Bank or Clearnet may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account.

18.4 If funds are not available in the Settlement Account, Merchant hereby agrees that Bank may, without prior notice to Merchant, deduct from the Reserve Account any obligation of Merchant to Clearnet or Bank under this Merchant Agreement, including all Fees, chargebacks and any and all additional fees, and sums sufficient to reimburse Clearnet or Bank for the amount of any fines, penalty amounts and charges due to the Card Brands.

18.5 Bank may continue to hold or deposit funds in the Reserve Account after termination of this Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including requiring a minimum balance as determined by Bank or Clearnet in their sole discretion and replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than one hundred eighty (180) days from the date of the last Transaction processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank and Clearnet reasonably determine that the risk of chargebacks and other fees has ended and after deducting all amounts that Merchant owes to Bank and Clearnet under this Merchant Agreement or any other agreement. Under no circumstance shall the amount collected as a Termination Fee under the terms of this Merchant Agreement be construed to satisfy the requirements of this section.

19. Security Interest.

19.1 To secure Merchant's performance of its obligations under this Merchant Agreement, and any other agreement with Bank or Clearnet, Merchant grants Clearnet and Bank a security interest in each Transaction and its proceeds, the Settlement Account, the Reserve Account and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, and any of Merchant's property held by Bank or Clearnet. Bank or Clearnet may enforce these security interests without notice or demand. The security interests granted under this Merchant Agreement will continue after this Merchant Agreement terminates, until Merchant satisfies all its obligations to Bank and Clearnet.

19.2 Merchant also agrees that, in the event of a default by Merchant, Clearnet or Bank has a right to setoff and may

apply any of Merchant's balances or any other monies due Merchant from Clearant or Bank towards the payment of amounts due from Merchant under the terms of this Merchant Agreement. The rights stated herein are in addition to any other rights Clearant and Bank may have under applicable law.

19.3 Furthermore, and with respect to any security interests granted herein, Bank and Clearant will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Missouri; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Missouri, then Bank and Clearant will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

19.4 Upon request of Bank or Clearant, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Bank and Clearant under this Section 19. Merchant shall cooperate with Bank and Clearant in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Merchant Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Bank, Clearant and any other financial institution under which Bank, Clearant, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

20. Waiver of Jury Trial; Governing Law; Venue.

20.1 THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

20.2 THIS MERCHANT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, NOTWITHSTANDING ANY CONFLICTS OF LAWS PRINCIPLES.

20.3 MERCHANT AND GUARANTOR HEREBY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ST. LOUIS COUNTY, MISSOURI FOR ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT.

21. Amendments. Bank and Clearant may amend this Merchant Agreement at any time by providing Merchant with 15 days' prior notice by: (a) sending Merchant written notice of such amendment in accordance with Section 3.4, or (b) posting such amendment to Clearant's web site and providing Merchant with electronic notice as provided in Section 3.4. The amendment will become effective on the effective date, provided however if such amendment increases Merchant's fees (other than with respect to any pass through of third party costs, including Card Brand fees, interchange, dues and assessments, or in connection with regulatory changes or introduction by Clearant or Bank of new products or services), Merchant will have the right to terminate this Merchant Agreement by providing Clearant and Bank written notice thereof before the effective date. Bank and Clearant may amend this Merchant Agreement upon less than 15 days' prior notice if Bank or Clearant reasonably determines immediate modification is required by Law, the Card Brand Rules, any adverse change in Merchant's financial condition or if Merchant's sales volume or average transaction amount does not meet Merchant's projections contained in the Merchant Application.

22. Waiver. Bank's or Clearant's failure to enforce this Merchant Agreement will not waive Bank's or Clearant's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Bank and Clearant. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

23. Reports About Merchant; Exchange of Information. From time to time, Clearant and Bank may obtain credit and other information on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Clearant and Bank and Clearant's and Bank's experience with Merchant to others seeking the information, including without limitation the IRS pursuant to any reporting requirements currently in place or those that may be enacted at any time by the United States government or any of its authorized agencies, any Card Brand, or any of their member financial institutions, or any other third party, without any liability whatsoever to Clearant or Bank.

24. Account Monitoring. Merchant agrees that Clearant or Bank may upon reasonable grounds, divert the disbursement of Merchant's funds to the Reserve Account and/or temporarily suspend processing under this Merchant Agreement and/or terminate this Merchant Agreement, and Clearant shall provide Merchant with notice of such action. Reasonable grounds shall include, but not be limited to, the following: suspicious or unusual Transaction activity; material variance in the nature of Merchant's business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by Merchant in this Merchant Agreement; Merchant does not authorize Transactions; receives excessive retrieval requests against Merchant's prior activity; or excessive ACH rejects or Chargebacks are debited against Merchant's prior activity. If Merchant's funds are diverted by Clearant or Clearant has temporarily suspended processing under this Merchant Agreement, such diversion or suspension shall be for any reasonable period of time required by Clearant to fully investigate Merchant's account activity and resolve, to Clearant's sole satisfaction, the subject questionable, suspect or fraudulent Transactions or activity of Merchant. Any funds diverted shall be maintained by Bank in a non-interest bearing account at Bank. Bank and Clearant shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any diversion of funds, suspension of processing or termination of this Merchant Agreement by Clearant pursuant to this Section. Clearant will assess all fees and expenses incurred in relation to its investigation of suspicious or unusual Transaction activity, which includes activity that deviates from this Merchant Agreement.

25. Cardholder Account Information; Compliance with PCI DSS. Merchant agrees that it will not disclose any Cardholder account information or other personal information to a third party for any purpose except to complete a Transaction pursuant to the Card Brand Rules or as otherwise required or permitted by the Card Brand Rules or Law. Merchant agrees that it will not request or use Cardholder account information for any purpose that Merchant knows or should have known to be fraudulent or in violation of the Card Brand Rules or for any purpose that the Cardholder did not authorize. Merchant agrees that it will only hold cardholder account information in compliance with PCI DSS. In the event of any actual or suspected loss or theft of Cardholder account information, Merchant is required to contact Bank and Clearant within 24 hours after becoming aware of such security breach. Merchant shall be responsible, at its own expense, to (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data, (ii) perform or cause to be performed any remedial actions recommended by such investigation, and (iii) fully cooperate with Bank, Clearant, the Card Brands or the United States government or any of its authorized agencies in the investigation and resolution of any security breach. Merchant shall receive information from Clearant about how to complete a PCI DSS Self-Assessment Questionnaire ("SAQ") after Merchant's Merchant Application has been accepted. If Merchant fails to successfully complete the SAQ within two weeks of the effective date of this Merchant Agreement, and once each calendar year thereafter, then Merchant will be subject to a Non-Complete PCI Questionnaire fee each month until such time as Merchant successfully completes the SAQ. In addition, Merchant shall promptly pay any fines, fee or penalties that may be assessed by any Card Brand as the result of its non-compliance with PCI DSS.

26. Publicity. Clearant and Bank have the right to use or display Merchant's name and logo in order to publicize and promote Merchant's use of the Services.

27. Attorneys Fees. Merchant and/or Guarantor will be liable for and will indemnify and reimburse Clearant and Bank for all attorneys' fees and other costs and expenses paid or incurred by Clearant and/or Bank in the enforcement of this Merchant Agreement or in matters relating to this Merchant Agreement, in collecting any amounts due from Merchant to Clearant and/or Bank, or arising from any breach by Merchant of this Merchant Agreement, or any other wrongdoing by Merchant or Guarantor.

28. Notices. All notices required by this Merchant Agreement will be in writing (hard copy or electronic) and will be effective when delivered to and received by (i) Clearant at the return address on the Merchant's Card processing statements, (ii) Bank at the address designated on the Merchant Application, and (iii) Merchant in accordance with Section 3.4. Any address Merchant designates may also be the address to which Clearant mails Merchant's statements. Delivery by facsimile transmission or electronic mail will be considered effective when sent to the facsimile transmission number or email address that has been provided to Clearant.

29. Entire Agreement. This Merchant Agreement constitutes the entire agreement between Merchant and Clearant and Bank for the Services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements relating thereto, whether oral or in writing. If any provision of this Merchant Agreement is held to be unenforceable, the other provisions remain effective.

30. Effective Date. This Merchant Agreement becomes effective only when accepted by Clearant and Bank. No agreement is deemed accepted if only signed by an agent representing Clearant and/or the Bank for the purposes of soliciting processing business.

31. Financial Accommodation; Bankruptcy.

31.1 Merchant will notify Bank and Clearant immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that the acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant's bankruptcy, this Merchant Agreement cannot be assumed or assigned, and Clearant and Bank shall be excused from performance hereunder.

31.2 Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and Clearant and in accordance with any Reserve Account provision specified in this Merchant Agreement. Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank or Clearant, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

32. Warranty. BANK AND CLEARANT SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR CLEARANT GUARANTEE OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

33. Independent Contractors. Clearant and Bank and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective employees or agents, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Merchant Agreement shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Clearant and Bank and Merchant.

34. Special Provisions Regarding EBT Transactions. Acceptance by Merchant of EBT transactions is governed by specific provisions of the Card Acceptance Guide. In accepting these transactions, Merchant agrees to abide by these provisions and failure to do so may result in additional fees.

35. Limited Acceptance.

35.1 If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Brands other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard trademark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Neither Clearant nor Bank has any obligation other than those expressly provided under the Card Brand Rules and applicable Law as they may relate to limited acceptance. Neither Clearant's nor Bank's obligations include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Brand type(s) of transactions at the point-of-sale submitted for processing by Clearant. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Clearant may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Card Brand Rules and other applicable rules and regulations for the Card Brand type processed.

35.2 If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Card Brand Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Sales Draft for each Discover Card Transaction and deliver at least one copy of the Sales Draft to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Card Brand Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Sales Draft must include both the purchase amount and the Cash Over amount.

36. Binding Effect. This Merchant Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

37. Signature Provisions. Any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Merchant Agreement shall have the same force and effect as the original form of this Merchant Agreement. By signing the Merchant Application or by submitting Transactions, Merchant accepts and agrees to the terms and conditions of this Merchant Agreement.

38. Required Merchant Information. The USA PATRIOT Act and other applicable Laws require all financial institutions with which Clearant has relationships to obtain, verify, and record information that identifies each person (including business entities) who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank and Clearant. Bank and Clearant reserves the right to verify Merchant's identity through other non-documentary methods as Bank or Clearant deems appropriate in its sole discretion. Bank and Clearant may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

39. Continuing Guaranty. As a primary inducement to Clearant and Bank to enter into this Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of this Merchant Agreement to the same extent and in the same manner as Merchant. Guarantor(s) understands that Clearant or Bank, without notice to Guarantor(s), may from time to time renew or extend this Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Clearant or Bank may proceed directly against Guarantor(s) without first exhausting Clearant's or Bank's remedies against the Merchant, any other person or entity responsible to Clearant or Bank or any security held by Clearant or Bank.

40. Definitions. As used in this Merchant Agreement, the following terms will have the following meanings:

"ACH Rules" means collectively, the National Automated Clearing House Association ("**NACHA**") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

"Authorization" means approval by, or on behalf of, the Card issuer to validate a Transaction for a Merchant or another affiliate bank. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

"Card" means a valid credit card or debit card bearing the service mark of Visa, MasterCard, Discover, American Express, private-label credit card, ATM/debit card, or any other card which Bank may at any time specify in writing as an additional Card payment option available to a Merchant.

"Cardholder" (sometimes referred to as "Card Member" in Card Brand materials) means the individual whose name is embossed on a Card and any authorized user of such Card.

"Card Brand" means any entity formed to administer and promote Cards, including, without limitation, American Express Travel Related Services Company, Inc.; Discover; MasterCard International, Inc.; VISA U.S.A., Inc.; and VISA International, Inc., and in the case of debit Transactions, the debit networks.

"Card Brand Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Brand.

"Cash Over" means a Transaction using a Discover Card whereby the Cardholder elects to receive additional cash in excess of the purchase price, all as provided by the Card Brand Rules of Discover.

"Chargeback" means the procedure by which a Sales Draft or other indicator of a Transaction (or disputed portion thereof) is returned to Bank or the issuer, the liability for which is the Merchant's responsibility.

"Processing Fees" means the fees payable by Merchant to Bank and Clearent for the Services Bank and Clearent provides to Merchant in connection with the Merchant Agreement, as the same may be revised from time to time.

"Sales Draft" means evidence of a purchase of goods or services by Cardholder from Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Card Brand Rules.

"Services" means the activities undertaken by Clearent and Bank to authorize, process and settle all United States Dollar-denominated American Express, Discover, MasterCard and Visa Card Transactions undertaken by Cardholders at Merchant's location(s) in the United States, and all other activities necessary for Clearent and Bank to perform the functions required by the Merchant Agreement for all other Cards covered by this Merchant Agreement.

"Settlement Account" means an account at a financial institution designated by Merchant as the account to be debited and credited by Bank for Transactions, fees, Chargebacks and other amounts due under the Merchant Agreement.

"Transaction" means acceptance of a Card for payment for goods sold and/or leased or services provided to Cardholder by Merchant and receipt of payment from Bank in accordance with the terms of the Merchant Agreement.

Equipment Loan Agreement

During the term of the Agreement, North American Merchant Solutions Corp., "NAMSCORP" will provide Merchant use of a POS terminal "Equipment". Merchant agrees that "Equipment" is property of NAMSCORP and shall be kept in good working condition. If Merchant terminates this agreement, any "Equipment" provided to Merchant must be returned within 10 business days in its entirety including terminal hardware, power cord, telephone cord, paper spindles, and any other parts provided to Merchant. If "Equipment" is not returned within 10 days or is lost, stolen or damaged NAMSCORP shall ACH Merchant a non-refundable value of \$450.00 dollars per Terminal or Mobile Swiper or \$650.00 per 'Terminal/Pin Pad' combination or Wireless Terminal, unless otherwise specified. A Terminal Warranty fee of \$6.99 per month per IP Terminal or Mobile Swiper, \$9.99 per PAX Terminal (PAX – additional \$4.95 Platform Fee per Terminal which will include VT and PayLink) or POS "Pin Pad", \$19.99 per Wireless Terminal will be charged. An additional \$4.00 will apply for a Terminal "Pin Pad" to be added. If Terminal is not returned, or found inoperable, the value of the Terminal will become due to NAMSCORP by Merchant. NAMSCORP will ACH customer for value of "Equipment" as stated in this document. "Equipment" must be returned before Bankcard Account can be closed. Under the terms of this agreement the Terminal must be connected to a surge protector.

Equipment & S/N: _____

Merchant Name: _____

MID #: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Merchant's Signature: _____

Print Name: _____

Title: _____

Date: _____

Total per Month: \$ _____

2211 York Road, Suite 208
Oak Brook, IL., 60523
630/833-4041



General Business Information

DBA Name BOROUGH OF PERKASIE - POOL FUND		MCC:	Service Org.:
Business Address Line 1 620 W CHESTNUT STREET, P.O. BOX 96.		Comp Type (option and not common)	
Business Address Line 2		Referral Partner (option and not common)	
City PERKASIE	State PA	Zip 18944	
Business Email FINANCE@PERKASIEBOROUGH.ORG	Business Ph. Number 215-257-5065	Fax Number (optional, used for chargebacks)	
Mailing Address (if different)	City	State	Zip
Web Address (www.example.com)			
<input type="checkbox"/> I'd like to receive my statements online only. <input type="checkbox"/> I'd like to receive my tax forms online only.			

Legal Information

Legal Name BOROUGH OF PERKASIE	Federal Tax ID 23-6002925 PA	State of Registration 23-6002925 PA	<input type="checkbox"/> Currently open for business?
<input checked="" type="checkbox"/> Accept or previously accepted payment cards? <input type="checkbox"/> Terminated/Identified by Risk Monitoring? If Yes, please:			
Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Non profit/Tax Exempt <input checked="" type="checkbox"/> Government <input type="checkbox"/> Corporation <input type="checkbox"/> Association/Estate /Trust			
Season businesses - Check which months you're open: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec			

Profile Information

Annual Volume 360,000.00	Average Ticket 150.00	High Ticket \$2,5000.00
Card Present % (swiped, chip terminal transactions) 50%	Card not Present % (keyed, ecomm, entered transactions) 50%	<input type="checkbox"/> Does Card Not Present include Ecommerce?
<input type="checkbox"/> Future Delivery Please specify the % of future delivery: Future delivery days: <input type="checkbox"/> 1-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> other:		
Refund/Return Policy: NO REFUND - CREDIT ISSUED		Products/Services Sold: POOL ADMISSIONS, CLASSES, CONCESSIONS
* Only for 5941 (Sporting Goods Stores) If Merchant sells firearms or firearms accessories, must attach image of Federal Firearms License (FFL)		<input type="checkbox"/> Yes, Merchant sells firearms. <input type="checkbox"/> Does Merchant sell firearm accessories?

Site Survey

<input type="checkbox"/> This site survey is conducted in person. If no, how did you find merchant? <input type="checkbox"/> Web Lead <input type="checkbox"/> I called merchant <input checked="" type="checkbox"/> Merchant called me	
Main merchant location: <input checked="" type="checkbox"/> Brick & Morter <input type="checkbox"/> Tradeshaw <input type="checkbox"/> Residence <input type="checkbox"/> Other. Please list:	
<input checked="" type="checkbox"/> Inventory matches the products/services sold.	<input checked="" type="checkbox"/> Valid Government issued identification is verified.
* Preferred * Attach image of valid government ID.	

By signing below, I verify that (i) I have physically inspected the business premises or I verified the Merchant via the phone which included obtaining a copy of a valid picture ID, which I have included with the application, and that (ii) the information stated in this Site Inspection Form is to the best of my knowledge and is as presented to me by the Merchant.

Sales Representative Signature: _____ Date: _____

CHRISTOPHER BELL

Sales Representative Name (Please Print): _____

Banking Information *Deposits, Fees and Chargebacks must all be accounted for. | It is encouraged to provide a voided check and bank letter for verification.

Bank Name	Name on Bank Account	Routing Number	Account Number
UNIVEST BANK & TRUST	BOROUGH OF PERKASIE	031913438	1011826052

Specify account type: ☒ Checking ☐ Savings
 Select all that apply; Account use: ☒ Deposits ☒ Fees ☒ Chargebacks

Banking Information #2 (optional)

Bank Name	Name on Bank Account	Routing Number	Account Number

Specify account type: ☐ Checking ☐ Savings
 Select all that apply; Account use: ☐ Deposits ☐ Fees ☐ Chargebacks

☒ I agree that the name on the bank account listed for deposits matches this merchant's legal name or this merchant's DBA name.

Contact Information: Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)	Select what type of Contact you're adding:		
REBECCA DEEMER	<input type="checkbox"/> Owner	<input checked="" type="checkbox"/> Signer	<input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for Business Contact.

Email	Ph. Number	Fax
finance@perkasiaborough.org	215-257-5065	

DOB	SSN	Country of Citizenship	Title
			DIR OF FINANCE

Home Address	City	State	Zip
	PERKASIE	PA	18944

Choose the following to represent this contact: ☐ Compass User ☒ Primary Contact
 Ownership %:

Contact Information #2 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)	Choose what type(s) of Contact you're adding:		
	<input type="checkbox"/> Owner	<input type="checkbox"/> Signer	<input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.

Email	Ph. Number	Fax

DOB	SSN	Country of Citizenship	Title

Home Address	City	State	Zip

Choose the following to represent this contact: ☐ Compass User ☐ Primary Contact
 Ownership %:

Contact Information #3 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)	Choose what type(s) of Contact you're adding:		
	<input type="checkbox"/> Owner	<input type="checkbox"/> Signer	<input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.

Email	Ph. Number	Fax

DOB	SSN	Country of Citizenship	Title

Home Address	City	State	Zip

Choose the following to represent this contact: ☐ Compass User ☐ Primary Contact
 Ownership %:

☒ All owners with 25% ownership or above are listed above.

Choose Card Types to Apply:

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> American Express	<input type="checkbox"/> PIN Debit
<input checked="" type="checkbox"/> Mastercard	If yes: <input checked="" type="checkbox"/> American Express: Opt Blue	<input type="checkbox"/> EBT
<input checked="" type="checkbox"/> Discover	<input type="radio"/> American Express: ESA/Direct	EBT#
	AMEX ESA/DIREXT MID ID:#	

Date		Merchant ID		DBA	
------	--	-------------	--	-----	--

Merchant Equipment																				
Terminal	Reprogram	Stage Only	Card Reader	PinPad	Front End		Equipment, Point of Sale or Clearent Virtual Terminal *Pax reprograms require serial number	Quantity	Communication:											
					Quest – No PIN Debit or Dial	TSYS – No Quick Chip			Primary				Secondary							
									IP/Ethernet	WIFI	Dial*	Indicate Prefix	GPRS* Sim Fees Apply	IP/Ethernet	WIFI	Dial*	Indicate Prefix	GPRS* Sim Fees Apply		

PinPad Detail	
PIN Debit Type <input type="checkbox"/> Internal <input type="checkbox"/> External: _____	<input type="checkbox"/> EBT <input type="checkbox"/> EMV PinPad Only *No Pin Debit

Processing Options		
Customer Receipt <input type="checkbox"/> Confirm <input type="checkbox"/> Automatic	Cash Discount <input type="checkbox"/> Percentage _____ % <input type="checkbox"/> Flat Fee \$ _____	Quick Serve <input type="checkbox"/> Under \$25 <input type="checkbox"/> Under \$50
<input type="checkbox"/> Cash Back <input type="checkbox"/> MOTO <input type="checkbox"/> P2PE (Additional Fees: Pax & Dejavoo Quest Only)	<input type="checkbox"/> Level II/B2B <input type="checkbox"/> Invoice #	<input type="checkbox"/> AVS <input type="checkbox"/> Clerk

Batch Options	
<input type="checkbox"/> Auto Close _____ : _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	
Verifone <input type="checkbox"/> Totals (Default) <input type="checkbox"/> Detail <input type="checkbox"/> Both	Ingenico <input type="checkbox"/> Summary (Default) <input type="checkbox"/> Detail
Pax <input type="checkbox"/> Totals Only (Default) <input type="checkbox"/> Journal/Detail <input type="checkbox"/> Condensed <input type="checkbox"/> Short	Dejavoo <input type="checkbox"/> Detail (Default) <input type="checkbox"/> Disable Auto Updates *Additional reports must be created in terminal face

Password Options	
<input type="checkbox"/> Void: _____ <input type="checkbox"/> Settlement: _____ <input type="checkbox"/> Reports: _____	<input type="checkbox"/> Refund: _____ <input type="checkbox"/> Offline: _____ <input type="checkbox"/> Disable all PW (Dejavoo Only)

Quest Setup Information	
Hosted Payments – Domain Name	<input type="checkbox"/> Account Updater: (Fees Applicable)
<input type="checkbox"/> VT EMV \$3.95/First Terminal <input type="checkbox"/> \$1.95/Adl Terminal/per Month Reader: _____	<input type="checkbox"/> VT P2PE \$1.50 per Month/Terminal

Tip Environment Options		
Tip Processing Options <input type="checkbox"/> Tip Line (Post-Sale) <input type="checkbox"/> Tip on Purchase Prompt (During Sale)	Tip Assist <input type="checkbox"/> 15%, 18%, 20% <input type="checkbox"/> Custom: _____ / _____ / _____	
<input type="checkbox"/> Allow Settle with Unadjusted Tips	<input type="checkbox"/> Settle with Open Tabs	<input type="checkbox"/> Server Prompt

Notes & Special Instructions (Footer & Additional Settings)

Shipping Information – If left blank, the default shipping will be the DBA.			
<input type="checkbox"/> AE	<input type="checkbox"/> DBA	<input type="checkbox"/> Principal Home	<input type="checkbox"/> Other
Name:		Phone:	
Address:		Suite/APT:	
City: PERKASIE	State: PA	Zip: 18944	
Shipping Method			
<input type="checkbox"/> 2 nd Day (Included)	<input type="checkbox"/> Standard Next Day (\$30)	<input type="checkbox"/> Next Day Air Early (Pass Through Cost)	<input type="checkbox"/> Saturday (Pass Through Cost)
Bill To: <input type="checkbox"/> AE <input type="checkbox"/> Merchant			

Total: \$ _____ Signature: _____ Printed Name: _____

Pricing information - IC Plus Advanced * To be completed by a sales representative.

Transaction/Settlement Fees

(monthly settle only)

Settlement Type:	<input type="checkbox"/> Daily	<input checked="" type="checkbox"/> Monthly	month end billing %
Visa Credit	%	\$	
Visa Debit	%	\$	
Mastercard Credit	%	\$	
Mastercard Debit	%	\$	
Discover Credit	%	\$	
Discover Debit	%	\$	
AMEX Qualified Credit	%	\$	
AMEX Qualified Prepaid	%	\$	
Amex Direct/ESA Fee	{AMEX direct only}	%	\$
EBT:		n/a	\$
<input type="checkbox"/> PIN-Based Debit?	<input type="checkbox"/> Pass through network fees?	%	\$
Auth Fee		n/a	\$
<input type="checkbox"/> Express Merchant Funding		%	n/a

Clearent Gateway/Virtual Terminal

Virtual Terminal Monthly Fee	n/a	\$
P2P Encryption Monthly Fee (per device)	# devices	\$
EMV Cloud (per device)	# devices	\$
<input type="checkbox"/> Account Updater Setup Fee	n/a	\$
Account Updater per Match Fee	n/a	\$
Paylink	n/a	\$

Other Fees

3rd Party Annual Fee	\$
3rd Party Monthly Fee	\$
3rd Party Per Transaction Fee	\$
3rd Party Setup Fee	\$

Account Fees

Monthly Account Fee:	\$		
PCI Non Complete Fee	\$		
Data Guardian Fee	\$		
Retreival Fee	\$		
Chargeback Fee	\$		
Annual Fee:	\$	Effective Month:	
Semi-Annual Fee	\$	Effective Month:	
*2months required:			
App Processing Fee:	\$	Month 1:	Month 2:
Monthly Minimum Discount	\$		
Monthly Statement	\$		
Voice Authorization	\$		
Batch Processing	\$		
Non Supported Help Desk Call	\$		
Debit Access Fee	\$		
AVS Transactions (Surcharge)	\$		
Gross Settlement Fee	\$		
Monthly Compass Online Reporting Fee:	\$		
IVR Dial Pay Authorization	\$		
Annual Regulatory Fee	\$		

Merchant Acceptance of Application & Agreement

By signing below on behalf of the merchant described above ("Merchant") the undersigned individual(s) hereby: (i) Represents and warrants that all information contained in this application is true, correct and complete and that such individual(s) have the requisite power and authority to complete, submit and agree to the terms of this Merchant Application and version v20191001 of the Merchant Agreement available at www.clearent.com/merchantagreement , and which is hereby incorporated by reference (collectively the "Agreement") on behalf of themselves and Merchant; (ii) confirms that Merchant has reviewed and agrees to be bound by the terms and conditions of the full Agreement; (iii) authorizes Bank and Clearent to request a consumer credit report or reports from one or more consumer reporting agencies; (iv) agrees to allow the Bank and Clearent the right to conduct a physical inspection of Merchant's business premises to assure that the proper facilities, equipment, inventory, and necessary license or permit are present to conduct business; (v) authorizes the Bank, Clearent or their agents to initiate credit and/or debit entries to the account identified in this Merchant Application for amounts originating under the Agreement; and (vi) agrees to maintain a sufficient balance in the authorized bank account (Settlement Account) to cover all liabilities incurred under the Agreement.

The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers:

Principal Authorized Signer:	Name Printed: James Ryder	Title: Council President	Date:
Secondary Authorized Signer:	Name Printed:	Title:	Date:
Clearent Authorized Signer:	Name Printed:	Title:	Date:
Bank Authorized Signer:	Name Printed:	Title:	Date:

Personal Guaranty. In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Clearent under the Agreement, and payment of all sums due thereunder. This is a continuing guaranty and Guarantor agrees that it shall remain in full force and effect until the Agreement is terminated and any associated indebtedness by Merchant is paid in full. Notice of default by Merchant is hereby expressly waived, and it is expressly stipulated that no delay or omission on the part of Bank or Clearent in enforcing the collection of their claims or demands against Merchant shall be held to in any way impair or affect the liability of Guarantor hereunder. Guarantor waives any and all defenses based on suretyship or impairment of collateral. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Clearent in connection with the enforcement of this Guaranty. This guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor, Bank and Clearent.

Guarantor Authorized Signer:	NOT REQUIRED	Name Printed:	NOT REQUIRED	Date:
Guarantor Authorized Signer:		Name Printed:		Date:

CLEARENT - INTERCHANGE PLUS PRICING MERCHANT SERVICES AND RELATED FEES

Check the Box for Each Requested Service	Discount Rate (%)	Authorization Fee (s) Per Item	Is Service Currently Established? If "YES" Provide Account Number
<input type="checkbox"/> Visa Card Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> MasterCard Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> Discover Rates	INTERCHANGE + .40 %	.15	
<input checked="" type="checkbox"/> Amex Rates	INTERCHANGE + 1.30 %	.15	
<input type="checkbox"/> Pin-Based Debit	INTERCHANGE + 0.10 %	.35	
<input type="checkbox"/> EBT / Link	INTERCHANGE	.35	# _____

PERIODIC SERVICE FEES AND SERVICE OPTIONS

Batch Fee \$ 0.25	Chargeback Fee (per occurrence) \$ 25.00	PCI Compliance \$ 20.95	Monthly Service Fee \$ 10.99
Voice Authorization Fee \$ 0.95	Retrieval Fee (per occurrence) \$ 25.00	Transaction Fee \$ 0.00	Terminal Warranty Protection \$ 6.99 / \$9.99 / \$19.99 / \$4.00
Monthly Minimum \$ 30.00	Annual Fee \$ 89.99	AVS Fee \$ 0.05	PAX Platform/ Virtual Terminal \$4.95 per PAX/\$ 6.99/\$12.99 w/EMV
Reprogramming Fee (one-time only) \$ 45.00	IRS Reg. Reporting Fee (annual) \$ 99.95	Next Day Funding 0.04%	VT Devices (per additional device) \$ 3.99

Notes/Addendum

- ☒ ~~Swipe Simple - \$14.95 per month (No per item Fees / for Empower add \$5.00)~~
- ☒ ~~Next Day Funding - Settlement must be done before 10:00 pm est.~~

Merchant Initials: _____

Date: _____

NUMSCAP Initials *CS*

Sales Support
630/833-4041

Taxpayer Information

To comply with Internal Revenue Service (IRS) and card association reporting requirements, we must know the legal name of your business and its Taxpayer Identification Number (TIN). Please complete the W-9 below, making sure it matches your EIN letter (IRS notification CP 575 A), a copy of your W-9, and/or your tax return. To see complete instructions for the W-9, go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Form **W-9**

Request for Taxpayer Identification Number and Certification

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

BOROUGH OF PERKASIE

Business name/disregarded entity name, if differs from above (Doing Business As (DBA) name)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social security number

- -

Employer identification number

23 - 6 0 0 2 9 2 5

Note: Please see detailed instructions at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign
Here

Signature of
U.S. person:

Date:

Bank Disclosure

Merchant Services Provider (Processor) Contact Information

Name: Clearent, LLC
Address: 11330 Olive Blvd, Creve Coeur, MO 63141
Website URL: www.clearent.com
Phone: 314-732-0515

Member Bank Information

Name: Wells Fargo Bank, N.A.
Address: P.O. Box 6079, Concord, CA 94524
Phone: 844-284-6834

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at:
<https://usa.visa.com/support/small-business/regulations-fees.html#3>
- You may download "MasterCard Rules" from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information

Business Legal Name (Printed): BOROUGH OF PERKASIE			
Business Address: 620 W CHESTNUT STREET			
Business Phone Number: 215-257-5065			
Signature of Business Principal:	Name of Business Principal (Printed): James Ryder	Title: Council President	Date:

MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT is entered into among (i) the party that signed the Merchant Application and is requesting the Services ("Merchant"), (ii) The Member Bank indicated on the Bank Disclosure Page of the Application ("Bank"), and (iii) Clearant, LLC ("Clearant").

The appendices, addenda, schedules, Card Acceptance Guide and Fee Schedule (if applicable) that accompany this Merchant Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Merchant Agreement, as are the Merchant Application and the Card Brand Rules, and are individually and collectively hereinafter referred to as the "Merchant Agreement".

Capitalized terms used and not otherwise defined herein will have their respective meanings set forth in Section 39 of this Merchant Agreement.

The parties hereby agree as follows:

1. **General.** Merchant agrees to participate in Clearant's Card processing program by honoring Cards and submitting Transactions and other electronic data to Clearant and Bank in accordance with the terms of this Merchant Agreement, the Card Acceptance Guide and applicable Card Brand Rules. Clearant and Bank are responsible to Merchant for processing Transactions under the Card Brand Rules for the Services to which Merchant subscribes, which may vary among Card types.

2. **Merchant's Application and Information.** By completing the Merchant Application, Merchant applies for the Services covered by the Merchant Application and this Merchant Agreement. In their sole and absolute discretion, Clearant and Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Bank only for the activities and in the volumes described on the Merchant Application, including the percentage of Mail/Phone Order Transactions.

3. **Merchant's General Duties.**

3.1 Merchant will comply with this Merchant Agreement (including the terms of the Card Acceptance Guide), the Card Brand Rules and all applicable federal, state and local laws, rules and regulations (collectively "Laws"), including but not limited to laws and regulations regarding anti-money laundering compliance, as they may be modified and amended from time to time, for submitting and processing Transactions with Bank and Clearant, performing its obligations under this Merchant Agreement, and otherwise conducting its business. In the event of any inconsistency between this Merchant Agreement and the Card Brand Rules, the Card Brand Rules will govern. Merchant shall be charged an annual fee, beginning in the fourth month, for each Merchant account for governmental and Card Brand compliance in support of programs developed by Clearant to ensure compliance with all federal regulations as mandated, inclusive of, but not limited to annual income reporting, Tax ID Number (TIN) and legal name matching. Notwithstanding the foregoing, additional fees may be assessed for a non-matching TIN and legal name, and Merchant may be subject to back up withholding as mandated by the Internal Revenue Service (IRS).

3.2 Merchant, and neither Bank nor Clearant, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, servicers, agents, officers and directors. Merchant, and neither Bank nor Clearant, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

3.3 Merchant will use only the electronic processing formats provided or approved in advance by Bank and Clearant. Bank and Clearant may change such formats from time to time, and, upon notification, Merchant will comply with any changes.

3.4 Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Clearant or Bank to Merchant under this Merchant Agreement. To provide Documents electronically, Clearant will either notify Merchant that a Document is available at its web site with a link to that specific page of the web site containing the Document, or send the Document to the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application. At Clearant's or Bank's election, Clearant or Bank may provide Documents to Merchant by mail. To provide Documents by mail, Clearant or Bank will send the notice to Merchant at Merchant's address to which Clearant mails Merchant's statements or at the Merchant's address provided on their Merchant Application or at such other address as any party may provide by written notice to the other parties. Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access.

4. **Acceptance Procedures.**

4.1 In accepting Cards for the purchase of Merchant's goods and services, Merchant will comply with the requirements of the Card Brand Rules, this Merchant Agreement and the Card Acceptance Guide, as the same are revised from time to time.

4.2 Merchant will obtain and record an Authorization for all sales in accordance with the Card Brand Rules before submitting them for processing.

4.3 Merchant will submit to Bank and Clearant a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. Merchant will not submit directly or indirectly: (a) any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder; (b) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (c) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members and principals for Transactions that do not represent a purchase of goods or services from Merchant or a related credit. Further, Merchant may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Merchant Agreement.

4.4 Merchant will retain in a secure and confidential manner original or complete and legible copies of each Sales Draft required to be provided to Cardholders, for at least 3 years or longer if required by law or the Card Brand Rules, and in compliance with Payment Card Industry ("PCI") Data Security Standards ("PCI DSS"). Merchant will store Sales Drafts in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable.

5. **Marketing.** In performing its obligations under this Merchant Agreement, Merchant shall adequately display Card Brand marks, symbols or logos as required by the Card Brand Rules. Notwithstanding the foregoing, Merchant may not (i) indicate or imply that the Card Brands, Clearant or Bank endorses any Merchant goods or services, (ii) refer to any Card Brand, Clearant or Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Brand, Clearant or Bank for any purpose other than those permitted in the Card Brand Rules or the Card Acceptance Guide or after termination of this Merchant Agreement.

6. **Payments; Fees.**

6.1 Fees and charges payable by Merchant for the Services shall be as set forth in this Merchant Agreement, the Merchant Application and/or the Fee Schedule Addendum. Merchant is also liable for and agrees to pay any fines imposed on either Clearant or Bank by any Card Brand or Debit Card network resulting from Chargebacks or with respect to Merchant's acts or omissions. Any amounts due and owing by Merchant under this Merchant Agreement that are not paid when due will incur a late fee equal to the lesser of (i) one and one half percent (1 1/2 %) per month of the unpaid amount, or (ii) the highest rate allowable by law, in each case compounded monthly.

6.2 Fees and charges owed by Merchant to Bank and Clearant may be deducted by Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account. The following is a partial list of reasons for debits to the Settlement Account:

- (a) Fees and Chargebacks not previously charged;
- (b) All refunds processed on account of Cardholders;

- (c) All taxes, penalties, charges and other items incurred by Bank or Clearant that are reimbursable pursuant to this Merchant Agreement;
- (d) Processing Fees and the other fees or charges identified in this Merchant Agreement or on the Merchant Application;
- (e) Any Card Brand fees, fines, penalties, or other charges assessed as the result of the Transactions; and
- (f) Deposits posted in error.

6.3 Merchant acknowledges that all payments and credits provided to Merchant are provisional only and subject to suspension, revocation, to Chargebacks and to adjustments in accordance with this Merchant Agreement, the Card Brand Rules and the Card Acceptance Guide. Bank will provide provisional credit to Merchant for each valid Transaction which Merchant submits to Bank and Clearant by crediting Merchant's Settlement Account, provided Bank has received settlement for the valid Transaction by the Card Brand applicable to the Card used for the Transaction. Bank is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions, and may suspend or discontinue any provisional credit in Bank's and/or Clearant's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

7. **Equipment; Supplies; Displays.**

7.1 At Merchant's request, Clearant may supply Merchant with point-of-sale equipment ("POS Equipment") that Merchant may need to process and submit Transactions. Clearant will use good faith efforts to program the POS Equipment to operate at the Merchant locations in compliance with the Card Brand Rules; however, Clearant and Bank make no representations or warranties that Clearant's programming of the POS Equipment furnished by Clearant will operate in compliance with the Card Brand Rules.

7.2 All third party POS Equipment and services procured by Clearant under this Merchant Agreement are provided "AS-IS" but Clearant will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such POS Equipment or services.

7.3 Merchant will immediately notify Clearant of the third party it chooses to use or lease POS Equipment from ("Third Party Terminals") to process Transactions. If Merchant elects to use Third Party Terminals, Merchant assumes full responsibility and liability for any failure of that third party to comply with the Card Brand Rules, applicable Laws, or this Merchant Agreement. Neither Bank nor Clearant will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

8. **Merchant Financial Information.** Merchant will provide Clearant and Bank with such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, guarantors or its affiliates as Clearant or Bank may from time to time request. At any reasonable time, Clearant, Bank, any Card Brand or any other entity having authority has the right to examine the books and records of Merchant relating to this Merchant Agreement, including records of Transactions.

9. **Settlement Account.**

9.1 Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank and Clearant. The Settlement Account will be subject to the provisions of Section 19 of this Merchant Agreement.

9.2 Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Bank and Clearant may specify to Merchant in writing from time to time.

9.3 Subject to the terms and conditions of this Merchant Agreement, Bank agrees to provisionally credit Merchant for each Transaction that Bank and Clearant accepts from Merchant. Merchant agrees that Bank may charge the Settlement Account for the amount of any Transaction processed under this Merchant Agreement that results in a Chargeback, or for any Sales Draft or other reimbursement or Processing Fees to which Bank or Clearant may be entitled.

9.4 Merchant agrees that Bank and Clearant may audit all Transaction calculations and that Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

9.5 If the Settlement Account is closed, Bank or its designated representative may terminate this Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank and Clearant. Merchant may change the Settlement Account upon prior written approval by Bank and Clearant, which approval will not be unreasonably withheld.

9.6 Merchant authorizes Bank or its agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account through the ACH settlement process for amounts due under this Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under this Merchant Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable Card Brand or network, in effect from time to time. Merchant acknowledges and agrees that Bank and Clearant will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Brand or any financial institution. For each returned ACH debit, Merchant will be assessed a fee of \$15.

10. **Merchant's Business; Other Processors.**

10.1 Merchant will provide Clearant and Bank at least 30 days prior written notice of its intent to (a) sell, assign or otherwise transfer any substantial part (10% or more) of the total stock or assets of, and/or to liquidate, Merchant or any location of Merchant that accepts Cards; (b) change Merchant's name or location; (c) change the management of Merchant's business; (d) change the basic type or nature of the business carried out by Merchant; or (e) change any material information concerning Merchant in the Merchant Application. Upon the occurrence of any such event, the terms of this Merchant Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable Card Brands.

10.2 Merchant agrees that it will use Clearant as its exclusive provider of all Services unless specifically agreed to in writing by Clearant.

11. **Assignment.** Merchant will not assign this Merchant Agreement to another entity without the prior written consent of Clearant and Bank. Any attempt by Merchant to assign its rights or to delegate its obligations without Bank's and Clearant's consent will be void. The rights and obligations of Clearant and Bank hereunder may be assigned by Clearant and Bank without notice to Merchant. Merchant acknowledges that the transferable right of Clearant and Bank hereunder shall include, but shall not be limited to, the authority and right to debit Merchant's account(s) as described herein.

12. **Merchant's Representations and Warranties.** Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants to Clearant and Bank that: (a) each Transaction delivered hereunder represents a bona fide sale to a valid Cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the Cardholder, free from any claim demand, defense setoff or other adverse claim whatsoever; (b) each sales slip or other evidence of indebtedness accurately describes the goods and services which have been sold and delivered to the Cardholder; (c) Merchant has fully complied with this Merchant Agreement and all applicable Laws and the Card Brand Rules; (d) Merchant has fulfilled completely all of its obligations to the Cardholder and will resolve any customer dispute or complaint directly with the Cardholder; (e) the signature on the sales slip is genuine and authorized by Cardholder and not forged or unauthorized; (f) the Transaction has been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the Card Brand Rules; (g) none of the Transactions submitted hereunder represents sales to any principal, partner, proprietor, or owner of Merchant; (h) without limiting the generality of the foregoing, each Transaction and the handling, retention, and storage of information related thereto, complies with the Card Brand Rules as it relates to cardholder and transaction information security, including without limitation PCI DSS, Visa's Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection Program ("SDP"), Discover Information Security Compliance ("DISC"), and American Express's Data Security Requirements ("DSR"); (i) all of the information contained in the Merchant Application was true as of the date Merchant signed the Merchant Application agreeing to be bound by this Merchant Agreement; (j) there have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial

condition or management; (k) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed; (l) the person who executes the Merchant Application on behalf of Merchant has the full power and authority to execute the Merchant Application and to enter into this Merchant Agreement; (m) this Merchant Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms; (n) Merchant has the power and authority to authorize the automatic funds transfer provided for in this Merchant Agreement; (o) the Settlement Account is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Merchant Agreement; (p) Merchant is not (i) a person or entity whose property is "blocked" and cannot be dealt in, or who or which is otherwise identified as the subject of U.S. economic sanctions administered by OFAC, or by being organized in or operating in or on behalf of a country, territory or government that is the subject of sanctions administered by OFAC, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and (q) Merchant will immediately notify Bank and Clearant of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant. In the event that any of the foregoing representations or warranties is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a Transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any Transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such Transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefore) any additional fee that may be assessed for each such Transaction.

13. Merchant Web Sites; Third Party Servicers.

13.1 Merchant may use a point-of-sale software or a gateway service ("Third Party Servicers") that provides Merchant with an interface between Merchant and its customers so Merchant can accept sales from its customers. Merchant's choice of a Third Party Servicer is subject to Bank's and Clearant's approval. Notwithstanding any Third Party Servicer offered, suggested, or referenced by Bank or Clearant or its respective sales agents, Merchant acknowledges that all issues concerning its Third Party Servicer, including, but not limited to, its service and functionality, are solely between Merchant and such Third Party Servicer. The fees and terms for Merchant's Third Party Servicer and any services or products offered by such Third Party Servicer may be set forth in the Merchant Application or, if applicable, stated in a separate agreement between Merchant and its chosen Third Party Servicer.

13.2 Programming of Merchant's Web site, technical support, and its functionality with the Third Party Servicer chosen by Merchant, are the sole responsibility of Merchant. Neither Bank nor Clearant shall be liable in any manner whatsoever for any errors, disruptions or security breaches related to Merchant's Web site or any Third Party Servicer. Merchant shall be liable to and indemnify Bank and Clearant for all fees and liabilities incurred by Bank and Clearant regarding any errors, disruptions or security issues related to Merchant's Web site or any Third Party Servicer. Merchant will cause all of its Third Party Servicers to comply with the requirements of PCI DSS, DISC, SDP, DSR and CISIP, in effect and as may be amended, supplemented or replaced from time to time, and any data security guidelines or operating guide provided by Bank at all times. Merchant will disclose to Clearant in writing all Third Party Servicers and any other third parties with access to Cardholder data, including their full legal name and contact information.

14. **Indemnification.** Merchant agrees to indemnify Clearant and Bank, including their respective officers, directors, employees, and agents against and to hold them harmless from and against any and all liabilities, losses, damages, disputes, offsets, claims or counterclaims of any party arising out of or relating to any act or omission of Merchant, Merchant's employees, or Merchant's designated representatives or agents, the duties to be performed by Merchant pursuant to this Merchant Agreement, any Transactions which Merchant submits to Bank and Clearant, including without limitation claims and complaints made by a Cardholder and/or Chargebacks, or Merchant's violation of the Card Brand Rules or any applicable Law. In the event that Bank or Clearant shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "Actions") commenced by any third party, Merchant shall protect and hold Bank and Clearant harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall indemnify, defend, and hold harmless Bank and Clearant for any hacking, infiltration, or compromise of Merchant's systems or the systems of designated representatives or other agents.

15. Limitation of Liability.

15.1 Clearant and Bank shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

15.2 Neither Clearant nor Bank undertakes any duties to Merchant other than the duties expressly provided for in this Merchant Agreement, and any and all other or additional duties that may be imposed upon Clearant or Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Clearant's and Bank's cumulative liability to Merchant, whether arising in contract, tort (including without limitation negligence and strict liability) or otherwise, shall not exceed the lesser of one month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Merchant Agreement or \$10,000.

15.3 UNDER NO CIRCUMSTANCES SHALL CLEARANT OR BANK BE LIABLE FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS MERCHANT AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR CLEARANT OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15.4 In no event will Clearant or Bank be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Agreement which is not reported in writing to Clearant or Bank within 30 days of such failure to perform or, in the event of a billing error or adjustments to the Settlement Account, within 60 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

16. Term; Termination.

16.1 The initial term of this Merchant Agreement shall be for the term of 3 years (the "Initial Term"), and shall automatically renew for successive 1-year periods unless this Merchant Agreement is terminated as set forth herein.

16.2 Bank or Clearant may terminate this Merchant Agreement, without cause, upon 30 days prior written notice to the other parties. Merchant may terminate this Merchant Agreement, without cause, upon 45 days prior written notice to the other parties.

16.3 Bank or Clearant may terminate this Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant, if Bank or Clearant reasonably determines that any of the following conditions exists: (a) Merchant has violated any provision of this Merchant Agreement; (b) there is a material adverse change in Merchant's financial condition, or Bank or Clearant determines in its sole discretion that Merchant's processing activity could result in a loss to Bank or Clearant; (c) a petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit creditors,

or the business terminates; (d) the Card Brand Rules are amended in any way so that the continued existence of this Merchant Agreement would cause Bank or Clearant to be in breach of such Card Brand Rules; (e) any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way; (f) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Brand; or (g) if required by a Card Brand to terminate this Merchant Agreement.

16.4 Merchant may terminate this Merchant Agreement in the event of a material breach of the terms of this Merchant Agreement by Bank or Clearant, provided Merchant gives Bank and Clearant written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice by Bank and Clearant.

16.5 The parties acknowledge and agree that in addition to all other remedies available to Bank and Clearant under this Merchant Agreement or as otherwise available in law or equity, if this Merchant Agreement is terminated by Merchant other than pursuant to Section 16.4 or by Bank or Clearant pursuant to Sections 9.5 or 16.3, Merchant agrees to pay Bank and Clearant an account closure fee in the amount defined in the Merchant's Fee Schedule per location or the maximum amount allowed by law (the "Termination Fee"). If no Termination Fee is listed in the Merchant's Fee Schedule, then the Termination Fee shall be \$395.00. Merchant agrees that such Termination Fee shall also be due to Bank and Clearant if Merchant discontinues submitting sales volumes and average transaction amounts that meet or exceed Merchant's projections contained in the Merchant Application during the term of the Merchant Agreement for a period of 90 consecutive days, and is not designated on the Merchant Application, or by notice to Bank and Clearant, as a seasonal merchant or as otherwise agreed to by Bank and Clearant. The Termination Fee shall be immediately due and payable to Clearant and Bank, and Merchant hereby authorizes Clearant and Bank to deduct this amount from Merchant's Settlement Account or Reserve Account, or otherwise withhold the total amount from amounts due to Merchant from Clearant and Bank, immediately on or after the effective date of termination. If Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Clearant and Bank from amounts due to Merchant, Merchant shall pay Clearant and Bank the amount due within 10 days of the date of Clearant and Bank's invoice for same. Merchant acknowledges and agrees that the Termination Fee is not a penalty, but rather is a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by Merchant. Such amounts shall not be in lieu of, but in addition to any payment obligations for Services already provided hereunder (or that Clearant and Bank may continue to provide), which shall be additional cost, and any and all other damages to which Clearant and Bank may be entitled hereunder. For the avoidance of doubt, unless otherwise explicitly set forth in this Merchant Agreement, Merchant shall be required to pay a Termination Fee in connection with termination of this Merchant Agreement. 16.6 Bank's or Clearant's rights of termination under this Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Bank or Clearant to terminate this Merchant Agreement expressed elsewhere in this Merchant Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

16.7 Upon termination, Merchant's rights to complete Transactions and submit them to Bank and Clearant, and to use Transaction form or formats, promotional material and any other items provided by Bank or Clearant, will cease. Any Transaction that is accepted by Clearant and Bank after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed.

16.8 Termination of this Merchant Agreement shall not affect Merchant's obligations which have accrued prior to termination.

16.9 Sections 3.4, 4, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 22, 25, 27, 28, 32, 33, 35, 38 and 39 will survive termination of this Merchant Agreement.

17. **Chargebacks.** To the extent that Bank and/or Clearant has paid or may pay a Chargeback, Merchant will be obligated to reimburse Bank and/or Clearant for any such sums paid and for related fees. A list of some common reasons for Chargebacks is contained in the Card Acceptance Guide provided; however, such list is not exclusive and does not limit the generality of the foregoing. Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment, and such Transaction can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that its right to receive any amounts due from Bank or Clearant is subject to Bank's and Clearant's security interest and right of set off as set forth in this Merchant Agreement.

18. Reserve Account.

18.1 At any time, Bank may, at its option, establish a reserve account to secure the performance of Merchant's obligations (the "Reserve Account"). The Reserve Account may be funded through any or all of the following: (a) at the request of Clearant or Bank, Merchant will deposit funds in the Reserve Account within 1 business day after receiving Clearant's or Bank's oral or written request; or (b) without prior notice to Merchant, the transfer by Bank into the Reserve Account of funds deducted from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account, including certificates of deposit, of Merchant with a designated depository or other financial institution. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank or Clearant deems appropriate under the circumstances. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, the same procedures set forth herein shall be followed in order to cure the deficiency. Without limiting Bank's or Clearant's remedies, Merchant's failure to deposit any deficiency on time will permit Bank or Clearant, without advance notice, to suspend or cease processing additional Transactions or terminate this Merchant Agreement, as determined by Bank or Clearant in its sole discretion.

18.2 Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank or Clearant. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Bank, and Clearant shall not have access to or hold funds in the Reserve Account. Any funds held in the Reserve Account shall not bear interest.

18.3 At any time in Bank's or Clearant's sole and absolute discretion, Bank or Clearant may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account.

18.4 If funds are not available in the Settlement Account, Merchant hereby agrees that Bank may, without prior notice to Merchant, deduct from the Reserve Account any obligation of Merchant to Clearant or Bank under this Merchant Agreement, including all Fees, chargebacks and any and all additional fees, and sums sufficient to reimburse Clearant or Bank for the amount of any fines, penalty amounts and charges due to the Card Brands.

18.5 Bank may continue to hold or deposit funds in the Reserve Account after termination of this Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including requiring a minimum balance as determined by Bank or Clearant in their sole discretion and replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than one hundred eighty (180) days from the date of the last Transaction processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank and Clearant reasonably determine that the risk of chargebacks and other fees has ended and after deducting all amounts that Merchant owes to Bank and Clearant under this Merchant Agreement or any other agreement. Under no circumstance shall the amount collected as a Termination Fee under the terms of this Merchant Agreement be construed to satisfy the requirements of this section.

19. Security Interest.

19.1 To secure Merchant's performance of its obligations under this Merchant Agreement, and any other agreement with Bank or Clearant, Merchant grants Clearant and Bank a security interest in each Transaction and its proceeds, the Settlement Account, the Reserve Account and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, and any of Merchant's property held by Bank or Clearant. Bank or Clearant may enforce these security interests without notice or demand. The security interests granted under this Merchant Agreement will continue after this Merchant Agreement terminates, until Merchant satisfies all its obligations to Bank and Clearant.

19.2 Merchant also agrees that, in the event of a default by Merchant, Clearant or Bank has a right to setoff and may

apply any of Merchant's balances or any other monies due Merchant from Clearent or Bank towards the payment of amounts due from Merchant under the terms of this Merchant Agreement. The rights stated herein are in addition to any other rights Clearent and Bank may have under applicable law.

19.3 Furthermore, and with respect to any security interests granted herein, Bank and Clearent will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Missouri; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Missouri, then Bank and Clearent will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

19.4 Upon request of Bank or Clearent, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Bank and Clearent under this Section 19. Merchant shall cooperate with Bank and Clearent in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Merchant Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Bank, Clearent and any other financial institution under which Bank, Clearent, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

20. Waiver of Jury Trial; Governing Law; Venue.

20.1 THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

20.2 THIS MERCHANT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, NOTWITHSTANDING ANY CONFLICTS OF LAWS PRINCIPLES.

20.3 MERCHANT AND GUARANTOR HEREBY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ST. LOUIS COUNTY, MISSOURI FOR ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT.

21. **Amendments.** Bank and Clearent may amend this Merchant Agreement at any time by providing Merchant with 15 days' prior notice by: (a) sending Merchant written notice of such amendment in accordance with Section 3.4, or (b) posting such amendment to Clearent's web site and providing Merchant with electronic notice as provided in Section 3.4. The amendment will become effective on the effective date, provided however if such amendment increases Merchant's fees (other than with respect to any pass through of third party costs, including Card Brand fees, interchange, dues and assessments, or in connection with regulatory changes or introduction by Clearent or Bank of new products or services), Merchant will have the right to terminate this Merchant Agreement by providing Clearent and Bank written notice thereof before the effective date. Bank and Clearent may amend this Merchant Agreement upon less than 15 days' prior notice if Bank or Clearent reasonably determines immediate modification is required by Law, the Card Brand Rules, any adverse change in Merchant's financial condition or if Merchant's sales volume or average transaction amount does not meet Merchant's projections contained in the Merchant Application.

22. **Waiver.** Bank's or Clearent's failure to enforce this Merchant Agreement will not waive Bank's or Clearent's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Bank and Clearent. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

23. **Reports About Merchant; Exchange of Information.** From time to time, Clearent and Bank may obtain credit and other information on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Clearent and Bank and Clearent's and Bank's experience with Merchant to others seeking the information, including without limitation the IRS pursuant to any reporting requirements currently in place or those that may be enacted at any time by the United States government or any of its authorized agencies, any Card Brand, or any of their member financial institutions, or any other third party, without any liability whatsoever to Clearent or Bank.

24. **Account Monitoring.** Merchant agrees that Clearent or Bank may upon reasonable grounds, divert the disbursement of Merchant's funds to the Reserve Account and/or temporarily suspend processing under this Merchant Agreement and/or terminate this Merchant Agreement, and Clearent shall provide Merchant with notice of such action. Reasonable grounds shall include, but not be limited to, the following: suspicious or unusual Transaction activity; material variance in the nature of Merchant's business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by Merchant in this Merchant Agreement; Merchant does not authorize Transactions; receives excessive retrieval requests against Merchant's prior activity; or excessive ACH rejects or Chargebacks are debited against Merchant's prior activity. If Merchant's funds are diverted by Clearent or Clearent has temporarily suspended processing under this Merchant Agreement, such diversion or suspension shall be for any reasonable period of time required by Clearent to fully investigate Merchant's account activity and resolve, to Clearent's sole satisfaction, the subject questionable, suspect or fraudulent Transactions or activity of Merchant. Any funds diverted shall be maintained by Bank in a non-interest bearing account at Bank. Bank and Clearent shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any diversion of funds, suspension of processing or termination of this Merchant Agreement by Clearent pursuant to this Section. Clearent will assess all fees and expenses incurred in relation to its investigation of suspicious or unusual Transaction activity, which includes activity that deviates from this Merchant Agreement.

25. **Cardholder Account Information; Compliance with PCI DSS.** Merchant agrees that it will not disclose any Cardholder account information or other personal information to a third party for any purpose except to complete a Transaction pursuant to the Card Brand Rules or as otherwise required or permitted by the Card Brand Rules or Law. Merchant agrees that it will not request or use Cardholder account information for any purpose that Merchant knows or should have known to be fraudulent or in violation of the Card Brand Rules or for any purpose that the Cardholder did not authorize. Merchant agrees that it will only hold cardholder account information in compliance with PCI DSS. In the event of any actual or suspected loss or theft of Cardholder account information, Merchant is required to contact Bank and Clearent within 24 hours after becoming aware of such security breach. Merchant shall be responsible, at its own expense, to (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data, (ii) perform or cause to be performed any remedial actions recommended by such investigation, and (iii) fully cooperate with Bank, Clearent, the Card Brands or the United States government or any of its authorized agencies in the investigation and resolution of any security breach. Merchant shall receive information from Clearent about how to complete a PCI DSS Self-Assessment Questionnaire ("SAQ") after Merchant's Merchant Application has been accepted. If Merchant fails to successfully complete the SAQ within two weeks of the effective date of this Merchant Agreement, and once each calendar year thereafter, then Merchant will be subject to a Non-Complete PCI Questionnaire fee each month until such time as Merchant successfully completes the SAQ. In addition, Merchant shall promptly pay any fines, fee or penalties that may be assessed by any Card Brand as the result of its non-compliance with PCI DSS.

26. **Publicity.** Clearent and Bank have the right to use or display Merchant's name and logo in order to publicize and promote Merchant's use of the Services.

27. **Attorneys Fees.** Merchant and/or Guarantor will be liable for and will indemnify and reimburse Clearent and Bank for all attorneys' fees and other costs and expenses paid or incurred by Clearent and/or Bank in the enforcement of this Merchant Agreement or in matters relating to this Merchant Agreement, in collecting any amounts due from Merchant to Clearent and/or Bank, or arising from any breach by Merchant of this Merchant Agreement, or any other wrongdoing by Merchant or Guarantor.

28. **Notices.** All notices required by this Merchant Agreement will be in writing (hard copy or electronic) and will be effective when delivered to and received by (i) Clearent at the return address on the Merchant's Card processing statements, (ii) Bank at the address designated on the Merchant Application, and (iii) Merchant in accordance with Section 3.4. Any address Merchant designates may also be the address to which Clearent mails Merchant's statements. Delivery by facsimile transmission or electronic mail will be considered effective when sent to the facsimile transmission number or email address that has been provided to Clearent.

29. **Entire Agreement.** This Merchant Agreement constitutes the entire agreement between Merchant and Clearent and Bank for the Services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements relating thereto, whether oral or in writing. If any provision of this Merchant Agreement is held to be unenforceable, the other provisions remain effective.

30. **Effective Date.** This Merchant Agreement becomes effective only when accepted by Clearent and Bank. No agreement is deemed accepted if only signed by an agent representing Clearent and/or the Bank for the purposes of soliciting processing business.

31. Financial Accommodation; Bankruptcy.

31.1 Merchant will notify Bank and Clearent immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that the acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant's bankruptcy, this Merchant Agreement cannot be assumed or assigned, and Clearent and Bank shall be excused from performance hereunder.

31.2 Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and Clearent and in accordance with any Reserve Account provision specified in this Merchant Agreement. Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank or Clearent, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

32. **Warranty.** BANK AND CLEARENT SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR CLEARENT GUARANTEES OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

33. **Independent Contractors.** Clearent and Bank and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective employees or agents, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Merchant Agreement shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Clearent and Bank and Merchant.

34. **Special Provisions Regarding EBT Transactions.** Acceptance by Merchant of EBT transactions is governed by specific provisions of the Card Acceptance Guide. In accepting these transactions, Merchant agrees to abide by these provisions and failure to do so may result in additional fees.

35. Limited Acceptance.

35.1 If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Brands other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard trademark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Neither Clearent nor Bank has any obligation other than those expressly provided under the Card Brand Rules and applicable Law as they may relate to limited acceptance. Neither Clearent's nor Bank's obligations include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Brand type(s) of transactions at the point-of-sale submitted for processing by Clearent. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Clearent may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Card Brand Rules and other applicable rules and regulations for the Card Brand type processed.

35.2 If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Card Brand Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Sales Draft for each Discover Card Transaction and deliver at least one copy of the Sales Draft to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Card Brand Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Sales Draft must include both the purchase amount and the Cash Over amount.

36. **Binding Effect.** This Merchant Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

37. **Signature Provisions.** Any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Merchant Agreement shall have the same force and effect as the original form of this Merchant Agreement. By signing the Merchant Application or by submitting Transactions, Merchant accepts and agrees to the terms and conditions of this Merchant Agreement.

38. **Required Merchant Information.** The USA PATRIOT Act and other applicable Laws require all financial institutions with which Clearent has relationships to obtain, verify, and record information that identifies each person (including business entities) who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank and Clearent. Bank and Clearent reserves the right to verify Merchant's identity through other non-documentary methods as Bank or Clearent deems appropriate in its sole discretion. Bank and Clearent may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

39. **Continuing Guaranty.** As a primary inducement to Clearent and Bank to enter into this Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of this Merchant Agreement to the same extent and in the same manner as Merchant. Guarantor(s) understands that Clearent or Bank, without notice to Guarantor(s), may from time to time renew or extend this Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Clearent or Bank may proceed directly against Guarantor(s) without first exhausting Clearent's or Bank's remedies against the Merchant, any other person or entity responsible to Clearent or Bank or any security held by Clearent or Bank.

40. **Definitions.** As used in this Merchant Agreement, the following terms will have the following meanings:

"ACH Rules" means collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

"Authorization" means approval by, or on behalf of, the Card issuer to validate a Transaction for a Merchant or another affiliate Bank. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

"Card" means a valid credit card or debit card bearing the service mark of Visa, MasterCard, Discover, American Express, private-label credit card, ATM/debit card, or any other card which Bank may at any time specify in writing as an additional Card payment option available to a Merchant.

"Cardholder" (sometimes referred to as "Card Member" in Card Brand materials) means the individual whose name is embossed on a Card and any authorized user of such Card.

"Card Brand" means any entity formed to administer and promote Cards, including, without limitation, American Express Travel Related Services Company, Inc.; Discover; MasterCard International, Inc.; VISA U.S.A., Inc.; and VISA International, Inc., and in the case of debit Transactions, the debit networks.

"Card Brand Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Brand.

"Cash Over" means a Transaction using a Discover Card whereby the Cardholder elects to receive additional cash in excess of the purchase price, all as provided by the Card Brand Rules of Discover.

"Chargeback" means the procedure by which a Sales Draft or other indicator of a Transaction (or disputed portion thereof) is returned to Bank or the issuer, the liability for which is the Merchant's responsibility.

"Processing Fees" means the fees payable by Merchant to Bank and Clearant for the Services Bank and Clearant provides to Merchant in connection with the Merchant Agreement, as the same may be revised from time to time.

"Sales Draft" means evidence of a purchase of goods or services by Cardholder from Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Card Brand Rules.

"Services" means the activities undertaken by Clearant and Bank to authorize, process and settle all United States Dollar-denominated American Express, Discover, MasterCard and Visa Card Transactions undertaken by Cardholders at Merchant's location(s) in the United States, and all other activities necessary for Clearant and Bank to perform the functions required by the Merchant Agreement for all other Cards covered by this Merchant Agreement.

"Settlement Account" means an account at a financial institution designated by Merchant as the account to be debited and credited by Bank for Transactions, fees, Chargebacks and other amounts due under the Merchant Agreement.

"Transaction" means acceptance of a Card for payment for goods sold and/or leased or services provided to Cardholder by Merchant and receipt of payment from Bank in accordance with the terms of the Merchant Agreement.

Equipment Loan Agreement

During the term of the Agreement, North American Merchant Solutions Corp., "NAMSCORP" will provide Merchant use of a POS terminal "Equipment". Merchant agrees that "Equipment" is property of NAMSCORP and shall be kept in good working condition. If Merchant terminates this agreement, any "Equipment" provided to Merchant must be returned within 10 business days in its entirety including terminal hardware, power cord, telephone cord, paper spindles, and any other parts provided to Merchant. If "Equipment" is not returned within 10 days or is lost, stolen or damaged NAMSCORP shall ACH Merchant a non-refundable value of \$450.00 dollars per Terminal or Mobile Swiper or \$650.00 per 'Terminal/Pin Pad' combination or Wireless Terminal, unless otherwise specified. A Terminal Warranty fee of \$6.99 per month per IP Terminal or Mobile Swiper, \$9.99 per PAX Terminal (PAX – additional \$4.95 Platform Fee per Terminal which will include VT and PayLink) or POS "Pin Pad", \$19.99 per Wireless Terminal will be charged. An additional \$4.00 will apply for a Terminal "Pin Pad" to be added. If Terminal is not returned, or found inoperable, the value of the Terminal will become due to NAMSCORP by Merchant. NAMSCORP will ACH customer for value of "Equipment" as stated in this document. "Equipment" must be returned before Bankcard Account can be closed. Under the terms of this agreement the Terminal must be connected to a surge protector.

Equipment & S/N: _____

Merchant Name: _____

MID #: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Merchant's Signature: _____

Print Name: _____

Title: _____

Date: _____

Total per Month: \$ _____

2211 York Road, Suite 208
Oak Brook, IL., 60523
630/833-4041



General Business Information

DBA Name BOROUGH OF PERKASIE - REFUSE FUND		MCC:	Service Org.:
Business Address Line 1 620 W CHESTNUT STREET, P.O. BOX 96.		Comp Type (option and not common):	
Business Address Line 2		Referral Partner (option and not common)	
City PERKASIE	State PA	Zip 18944	
Business Email FINANCE@PERKASIEBOROUGH.ORG	Business Ph. Number 215-257-5065	Fax Number (optional, used for chargebacks)	
Mailing Address (if different)	City	State	Zip
Web Address (www.example.com)		<input type="checkbox"/> I'd like to receive my statements online only. <input type="checkbox"/> I'd like to receive my tax forms online only.	

Legal Information

Legal Name BOROUGH OF PERKASIE	Federal Tax ID 23-6002925 PA	State of Registration 23-6002925 PA	<input type="checkbox"/> Currently open for business?
<input checked="" type="checkbox"/> Accept or previously accepted payment cards?		<input type="checkbox"/> Terminated/Identified by Risk Monitoring? If Yes, please:	
Ownership Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Non profit/Tax Exempt <input checked="" type="checkbox"/> Government <input type="checkbox"/> Corporation <input type="checkbox"/> Association/Estate/Trust			
Season businesses - Check which months you're open: <input type="checkbox"/> Jan <input type="checkbox"/> Feb <input type="checkbox"/> Mar <input type="checkbox"/> Apr <input type="checkbox"/> May <input type="checkbox"/> Jun <input type="checkbox"/> Jul <input type="checkbox"/> Aug <input type="checkbox"/> Sept <input type="checkbox"/> Oct <input type="checkbox"/> Nov <input type="checkbox"/> Dec			

Profile Information

Annual Volume \$15,000.00	Average Ticket \$62.00	High Ticket \$ 500.00
Card Present % (swiped, chip terminal transactions) 50%	Card not Present % (keyed, ecomm, entered transactions) 50%	<input type="checkbox"/> Does Card Not Present include Ecommerce?
<input type="checkbox"/> Future Delivery	Please specify the % of future delivery:	Future delivery days: <input type="checkbox"/> 1-7 <input type="checkbox"/> 8-14 <input type="checkbox"/> other:
Refund/Return Policy: NO REFUND - CREDIT ISSUED	Products/Services Sold: TRASH REFUSE SERVICE	
* Only for 5941 (Sporting Goods Stores) If Merchant sells firearms or firearms accessories, must attach image of Federal Firearms License (FFL)	<input type="checkbox"/> Yes, Merchant sells firearms.	<input type="checkbox"/> Does Merchant sell firearm accessories?

Site Survey

<input type="checkbox"/> This site survey is conducted in person.	If no, how did you find merchant?	<input type="checkbox"/> Web Lead	<input type="checkbox"/> I called merchant	<input checked="" type="checkbox"/> Merchant called me
Main merchant location: <input checked="" type="checkbox"/> Brick & Morter	<input type="checkbox"/> Tradeshow	<input type="checkbox"/> Residence	<input type="checkbox"/> Other. Please list:	
<input checked="" type="checkbox"/> Inventory matches the products/services sold.	<input checked="" type="checkbox"/> Valid Government issued identification is verified.	* Preferred * Attach image of valid government ID.		

By signing below, I verify that (i) I have physically inspected the business premises or I verified the Merchant via the phone which included obtaining a copy of a valid picture ID, which I have included with the application, and that (ii) the information stated in this Site Inspection Form is to the best of my knowledge and is as presented to me by the Merchant.

Sales Representative Signature: _____ Date: _____

CHRISTOPHER BELL

Sales Representative Name (Please Print): _____

Banking Information *Deposits, Fees and Chargebacks must all be accounted for. | It is encouraged to provide a voided check and bank letter for verification.

Bank Name UNIVEST BANK & TRUST	Name on Bank Account BOROUGH OF PERKASIE	Routing Number 031913438	Account Number 1011827969
Specify account type: <input checked="" type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input checked="" type="checkbox"/> Deposits <input checked="" type="checkbox"/> Fees <input checked="" type="checkbox"/> Chargebacks	

Banking Information #2 (optional)

Bank Name	Name on Bank Account	Routing Number	Account Number
Specify account type: <input type="checkbox"/> Checking <input type="checkbox"/> Savings		Select all that apply; Account use: <input type="checkbox"/> Deposits <input type="checkbox"/> Fees <input type="checkbox"/> Chargebacks	

☒ I agree that the name on the bank account listed for deposits matches this merchant's legal name or this merchant's DBA name.

Contact Information: Please provide information for all owners with 25% or more ownership.

Full Name (First & Last) REBECCA DEEMER		Select what type of Contact you're adding: <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for Business Contact.	
Email finance@perkasieborough.org	Ph. Number 215-257-5065	Fax	
DOB	SSN	Country of Citizenship	Title DIR OF FINANCE
Home Address		City PERKASIE	State PA Zip 18944
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input checked="" type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #2 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you're adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN	Country of Citizenship	Title
Home Address		City	State Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

Contact Information #3 (Optional): Please provide information for all owners with 25% or more ownership.

Full Name (First & Last)		Choose what type(s) of Contact you're adding: <input type="checkbox"/> Owner <input type="checkbox"/> Signer <input type="checkbox"/> Business Contact: SSN, Ownership %, DOB and Address not required for BC.	
Email	Ph. Number	Fax	
DOB	SSN	Country of Citizenship	Title
Home Address		City	State Zip
Choose the following to represent this contact: <input type="checkbox"/> Compass User <input type="checkbox"/> Primary Contact		Ownership %:	

☒ All owners with 25% ownership or above are listed above.

Choose Card Types to Apply:

<input checked="" type="checkbox"/> Visa	<input checked="" type="checkbox"/> American Express	<input type="checkbox"/> PIN Debit
<input checked="" type="checkbox"/> Mastercard	If yes: <input checked="" type="checkbox"/> American Express: Opt Blue	<input type="checkbox"/> EBT
<input checked="" type="checkbox"/> Discover	<input type="radio"/> American Express: ESA/Direct	EBT# _____
AMEX ESA/DIREXT MID ID:# _____		

- ☐ Terminal Margin Program
☐ Purchase
☐ Reprogram

Date	Merchant ID	DBA
------	-------------	-----

Merchant Equipment																
Terminal	Reprogram	Stage Only	Card Reader	PinPad	Front End		Equipment, Point of Sale or Clearent Virtual Terminal *Pax reprograms require serial number	Quantity	Communication:							
					Quest – No PIN Debit or Dial	TSYS – No Quick Chip			Primary				Secondary			
									IP/Ethernet	WiFi	Dial* Indicate Prefix	GPS* Sim Fees Apply	IP/Ethernet	WiFi	Dial* Indicate Prefix	GPS* Sim Fees Apply
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

PinPad Detail	
PIN Debit Type <input type="checkbox"/> Internal <input type="checkbox"/> External: _____	<input type="checkbox"/> EBT <input type="checkbox"/> EMV PinPad Only *No Pin Debit

Processing Options		
Customer Receipt <input type="checkbox"/> Confirm <input type="checkbox"/> Automatic	Cash Discount <input type="checkbox"/> Percentage _____ % <input type="checkbox"/> Flat Fee \$ _____	Quick Serve <input type="checkbox"/> Under \$25 <input type="checkbox"/> Under \$50
<input type="checkbox"/> Cash Back <input type="checkbox"/> MOTO <input type="checkbox"/> P2PE (Additional Fees: Pax & Dejavo Quest Only)	<input type="checkbox"/> Level II/B2B <input type="checkbox"/> Invoice #	<input type="checkbox"/> AVS <input type="checkbox"/> Clerk

Batch Options	
<input type="checkbox"/> Auto Close _____ : _____ <input type="checkbox"/> AM <input type="checkbox"/> PM	<input type="checkbox"/> Verifone <input type="checkbox"/> Totals (Default) <input type="checkbox"/> Detail <input type="checkbox"/> Both
<input type="checkbox"/> Ingenico <input type="checkbox"/> Summary (Default) <input type="checkbox"/> Detail	<input type="checkbox"/> Pax <input type="checkbox"/> Totals Only (Default) <input type="checkbox"/> Journal/Detail <input type="checkbox"/> Condensed <input type="checkbox"/> Short
<input type="checkbox"/> Dejavo <input type="checkbox"/> Detail (Default) <input type="checkbox"/> Disable Auto Updates *Additional reports must be created in terminal face	

Password Options	
<input type="checkbox"/> Void: _____ <input type="checkbox"/> Settlement: _____ <input type="checkbox"/> Reports: _____	<input type="checkbox"/> Refund: _____ <input type="checkbox"/> Offline: _____ <input type="checkbox"/> Disable all PW (Dejavoo Only)

Quest Setup Information	
Hosted Payments – Domain Name	<input type="checkbox"/> Account Updater: (Fees Applicable)
<input type="checkbox"/> VT EMV \$3.95/First Terminal <input type="checkbox"/> \$1.95/Adl Terminal/per Month Reader: _____	<input type="checkbox"/> VT P2PE \$1.50 per Month/Terminal

Tip Environment Options		
Tip Processing Options <input type="checkbox"/> Tip Line (Post-Sale) <input type="checkbox"/> Tip on Purchase Prompt (During Sale)	Tip Assist <input type="checkbox"/> 15%, 18%, 20% <input type="checkbox"/> Custom: _____ / _____ / _____	<input type="checkbox"/> Allow Settle with Unadjusted Tips
<input type="checkbox"/> Settle with Open Tabs	<input type="checkbox"/> Server Prompt	

Notes & Special Instructions (Footer & Additional Settings)

Shipping Information – If left blank, the default shipping will be the DBA.			
<input type="checkbox"/> AE	<input type="checkbox"/> DBA	<input type="checkbox"/> Principal Home	<input type="checkbox"/> Other
Name:		Phone:	
Address:		Suite/APT:	
City: PERKASIE	State: PA	Zip: 18944	
Shipping Method			
<input type="checkbox"/> 2 nd Day (Included)	<input type="checkbox"/> Standard Next Day (\$30)	<input type="checkbox"/> Next Day Air Early (Pass Through Cost)	<input type="checkbox"/> Saturday (Pass Through Cost)
Bill To: <input type="checkbox"/> AE <input type="checkbox"/> Merchant			

Total: \$ _____ Signature: _____ Printed Name: _____

Pricing information - IC Plus Advanced * To be completed by a sales representative.

Transaction/Settlement Fees (monthly settle only)

Settlement Type: <input type="checkbox"/> Daily <input checked="" type="checkbox"/> Monthly	month end billing %	
	Rate	Per Item
Visa Credit	%	\$
Visa Debit	%	\$
Mastercard Credit	%	\$
Mastercard Debit	%	\$
Discover Credit	%	\$
Discover Debit	%	\$
AMEX Qualified Credit	%	\$
AMEX Qualified Prepaid	%	\$
Amex Direct/ESA Fee (AMEX direct only)	%	\$
EBT:	n/a	\$
<input type="checkbox"/> PIN-Based Debit? <input type="checkbox"/> Pass through network fees?	%	\$
Auth Fee	n/a	\$
<input type="checkbox"/> Express Merchant Funding	%	n/a

Other Fees

3rd Party Annual Fee	\$
3rd Party Monthly Fee	\$
3rd Party Per Transaction Fee	\$
3rd Party Setup Fee	\$

Account Fees

Monthly Account Fee:	\$		
PCI Non Complete Fee	\$		
Data Guardian Fee	\$		
Retreival Fee	\$		
Chargeback Fee	\$		
Annual Fee:	\$	Effective Month:	
Semi-Annual Fee *2months required:	\$	Effective Month:	
App Processing Fee:	\$	Month 1:	Month 2:
Monthly Minimum Discount	\$		
Monthly Statement	\$		
Voice Authorization	\$		
Batch Processing	\$		
Non Supported Help Desk Call	\$		
Debit Access Fee	\$		
AVS Transactions (Surcharge)	\$		
Gross Settlement Fee	\$		
Monthly Compass Online Reporting Fee:	\$		
IVR Dial Pay Authorization	\$		
Annual Regulatory Fee	\$		

Clearent Gateway/Virtual Terminal

Virtual Terminal Monthly Fee	n/a	\$
P2P Encryption Monthly Fee (per device)	# devices	\$
EMV Cloud (per device)	# devices	\$
<input type="checkbox"/> Account Updater Setup Fee	n/a	\$
Account Updater per Match Fee	n/a	\$
Paylink	n/a	\$

Merchant Acceptance of Application & Agreement

By signing below on behalf of the merchant described above ("Merchant") the undersigned individual(s) hereby: (i) Represents and warrants that all information contained in this application is true, correct and complete and that such individual(s) have the requisite power and authority to complete, submit and agree to the terms of this Merchant Application and version v20191001 of the Merchant Agreement available at www.clearent.com/merchantagreement, and which is hereby incorporated by reference (collectively the "Agreement") on behalf of themselves and Merchant; (ii) confirms that Merchant has reviewed and agrees to be bound by the terms and conditions of the full Agreement; (iii) authorizes Bank and Clearent to request a consumer credit report or reports from one or more consumer reporting agencies; (iv) agrees to allow the Bank and Clearent the right to conduct a physical inspection of Merchant's business premises to assure that the proper facilities, equipment, inventory, and necessary license or permit are present to conduct business; (v) authorizes the Bank, Clearent or their agents to initiate credit and/or debit entries to the account identified in this Merchant Application for amounts originating under the Agreement; and (vi) agrees to maintain a sufficient balance in the authorized bank account (Settlement Account) to cover all liabilities incurred under the Agreement.

The Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes any prior agreements and understandings between the parties.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officers:

Principal Authorized Signer:	Name Printed: James Ryder	Title: Council President	Date:
Secondary Authorized Signer:	Name Printed:	Title:	Date:
Clearent Authorized Signer:	Name Printed:	Title:	Date:
Bank Authorized Signer:	Name Printed:	Title:	Date:

Personal Guaranty. In consideration of Bank's acceptance of this Agreement, the undersigned Guarantor (jointly and severally if more than one) unconditionally guarantees the performance of all obligations of Merchant to Bank and Clearent under the Agreement, and payment of all sums due thereunder. This is a continuing guaranty and Guarantor agrees that it shall remain in full force and effect until the Agreement is terminated and any associated indebtedness by Merchant is paid in full. Notice of default by Merchant is hereby expressly waived, and it is expressly stipulated that no delay or omission on the part of Bank or Clearent in enforcing the collection of their claims or demands against Merchant shall be held to in any way impair or affect the liability of Guarantor hereunder. Guarantor waives any and all defenses based on suretyship or impairment of collateral. Guarantor agrees to pay all costs and expenses of whatever nature, including attorneys' fees and other legal expenses, incurred by or on behalf of Bank or Clearent in connection with the enforcement of this Guaranty. This guaranty shall bind and inure to the benefit of the personal representatives, heirs, administrators, successors and assigns of Guarantor, Bank and Clearent.

Guarantor Authorized Signer: NOT REQUIRED	Name Printed: NOT REQUIRED	Date:
Guarantor Authorized Signer:	Name Printed:	Date:

CLEARENT - INTERCHANGE PLUS PRICING MERCHANT SERVICES AND RELATED FEES

Check the Box for Each Requested Service	Discount Rate (%)	Authorization Fee (s) Per Item	Is Service Currently Established? If "YES" Provide Account Number
<input type="checkbox"/> Visa Card Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> MasterCard Rates	INTERCHANGE + .40 %	.15	
<input type="checkbox"/> Discover Rates	INTERCHANGE + .40 %	.15	
<input checked="" type="checkbox"/> Amex Rates	INTERCHANGE + 1.30 %	.15	
<input type="checkbox"/> Pin-Based Debit	INTERCHANGE + 0.10 %	.35	
<input type="checkbox"/> EBT / Link	INTERCHANGE	.35	# _____

PERIODIC SERVICE FEES AND SERVICE OPTIONS

Batch Fee \$ 0.25	Chargeback Fee (per occurrence) \$ 25.00	PCI Compliance \$ 20.95	Monthly Service Fee \$ 10.99
Voice Authorization Fee \$ 0.95	Retrieval Fee (per occurrence) \$ 25.00	Transaction Fee \$ 0.00	Terminal Warranty Protection \$ 6.99 / \$9.99 / \$19.99 / \$4.00
Monthly Minimum \$ 30.00	Annual Fee \$ 89.99	AVS Fee \$ 0.05	PAX Platform/ Virtual Terminal \$4.95 per PAX/\$ 6.99/\$12.99 w/EMV
Reprogramming Fee (one-time only) \$ 45.00	IRS Reg. Reporting Fee (annual) \$ 99.95	Next Day Funding 0.04%	VT Devices (per additional device) \$ 3.99

Notes/Addendum

- ☒ ~~Swipe Simple - \$14.95 per month (No per item Fees / for Empower add \$5.00)~~
- ☒ ~~Next Day Funding - Settlement must be done before 10:00 pm est.~~

Merchant Initials: _____

Date: _____

NamScap Initials *CS*

Sales Support
630/833-4041

Taxpayer Information

To comply with Internal Revenue Service (IRS) and card association reporting requirements, we must know the legal name of your business and its Taxpayer Identification Number (TIN). Please complete the W-9 below, making sure it matches your EIN letter (IRS notification CP 575 A), a copy of your W-9, and/or your tax return. To see complete instructions for the W-9, go to <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Form **W-9**

(Rev. December 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Name (as shown on your income tax return)

BOROUGH OF PERKASIE

Business name/disregarded entity name, if differs from above (Doing Business As (DBA) name)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). For other entities, it is your employer identification number (EIN).

Social security number

- -

Employer identification number

-

Note: Please see detailed instructions at <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN.

Sign
Here

Signature of
U.S. person:

Date:

Bank Disclosure

Merchant Services Provider (Processor) Contact Information

Name: Clearent, LLC
Address: 11330 Olive Blvd, Creve Coeur, MO 63141
Website URL: www.clearent.com
Phone: 314-732-0515

Member Bank Information

Name: Wells Fargo Bank, N.A.
Address: P.O. Box 6079, Concord, CA 94524
Phone: 844-284-6834

Important Member Bank Responsibilities

- The Bank is the only entity approved to extend acceptance of Card Organization products directly to a Merchant.
- The Bank must be a principal (signer) to the Merchant Agreement.
- The Bank is responsible for educating Merchants on pertinent Visa and MasterCard Rules with which Merchants must comply; but this information may be provided to you by Processor.
- The Bank is responsible for and must provide settlement funds to the Merchant.
- The Bank is responsible for all funds held in reserve.

Important Merchant Responsibilities

- Ensure compliance with cardholder data security and storage requirements.
- Maintain fraud and chargebacks below Card Organization thresholds.
- Review and understand the terms of the Merchant Agreement.
- Comply with Card Organization rules.
- Retain a signed copy of this Disclosure Page.

Merchant Resources

- You may download "Visa Regulations" from Visa's website at:
<https://usa.visa.com/support/small-business/regulations-fees.html#3>
- You may download "MasterCard Rules" from MasterCard's website at:
<http://www.mastercard.com/us/merchant/support/rules.html>

The responsibilities above do not replace the terms of the Merchant Agreement and are provided to ensure the Merchant understands some important obligations of each party and that the Bank is the ultimate authority should the Merchant experience any problems.

Merchant Information

Business Legal Name (Printed): BOROUGH OF PERKASIE			
Business Address: 620 W CHESTNUT STREET			
Business Phone Number: 215-257-5065			
Signature of Business Principal:	Name of Business Principal (Printed): James Ryder	Title: Council President	Date:

MERCHANT AGREEMENT

THIS MERCHANT AGREEMENT is entered into among (i) the party that signed the Merchant Application and is requesting the Services ("Merchant"), (ii) The Member Bank indicated on the Bank Disclosure Page of the Application ("Bank"), and (iii) Clearant, LLC ("Clearant").

The appendices, addenda, schedules, Card Acceptance Guide and Fee Schedule (if applicable) that accompany this Merchant Agreement, as amended from time to time as provided herein, are part of the terms and conditions of this Merchant Agreement, as are the Merchant Application and the Card Brand Rules, and are individually and collectively hereinafter referred to as the "Merchant Agreement".

Capitalized terms used and not otherwise defined herein will have their respective meanings set forth in Section 39 of this Merchant Agreement.

The parties hereby agree as follows:

1. General. Merchant agrees to participate in Clearant's Card processing program by honoring Cards and submitting Transactions and other electronic data to Clearant and Bank in accordance with the terms of this Merchant Agreement, the Card Acceptance Guide and applicable Card Brand Rules. Clearant and Bank are responsible to Merchant for processing Transactions under the Card Brand Rules for the Services to which Merchant subscribes, which may vary among Card types.

2. Merchant's Application and Information. By completing the Merchant Application, Merchant applies for the Services covered by the Merchant Application and this Merchant Agreement. In their sole and absolute discretion, Clearant and Bank may accept or reject Merchant's Merchant Application. Merchant may present Transactions to Bank only for the activities and in the volumes described on the Merchant Application, including the percentage of Mail/Phone Order Transactions.

3. Merchant's General Duties.

3.1 Merchant will comply with this Merchant Agreement (including the terms of the Card Acceptance Guide), the Card Brand Rules and all applicable federal, state and local laws, rules and regulations (collectively "Laws"), including but not limited to laws and regulations regarding anti-money laundering compliance, as they may be modified and amended from time to time, for submitting and processing Transactions with Bank and Clearant, performing its obligations under this Merchant Agreement, and otherwise conducting its business. In the event of any inconsistency between this Merchant Agreement and the Card Brand Rules, the Card Brand Rules will govern. Merchant shall be charged an annual fee, beginning in the fourth month, for each Merchant account for governmental and Card Brand compliance in support of programs developed by Clearant to ensure compliance with all federal regulations as mandated, inclusive of, but not limited to annual income reporting, Tax ID Number (TIN) and legal name matching. Notwithstanding the foregoing, additional fees may be assessed for a non-matching TIN and legal name, and Merchant may be subject to back up withholding as mandated by the Internal Revenue Service (IRS).

3.2 Merchant, and neither Bank nor Clearant, is responsible for any advice from, acts of, as well as omissions, acts of fraud or acts of misconduct by Merchant's employees, processors, consultants, advisors, contractors, servicers, agents, officers and directors. Merchant, and neither Bank nor Clearant, is responsible for the use, unauthorized use or misuse of Merchant's equipment, POS Equipment, or software.

3.3 Merchant will use only the electronic processing formats provided or approved in advance by Bank and Clearant. Bank and Clearant may change such formats from time to time, and, upon notification, Merchant will comply with any changes.

3.4 Merchant consents to receiving electronically rather than in paper form all written notices, disclosures and other documents ("Documents") which are to be provided by Clearant or Bank to Merchant under this Merchant Agreement. To provide Documents electronically, Clearant will either notify Merchant that a Document is available at its web site with a link to that specific page of the web site containing the Document, or send the Document to the electronic mail address provided by Merchant in the Merchant Application, or at such other address as any party may provide by written notice to the other parties. Merchant agrees that such notification may be sent to Merchant at the e-mail address provided as part of the Merchant Application. At Clearant's or Bank's election, Clearant or Bank may provide Documents to Merchant by mail. To provide Documents by mail, Clearant or Bank will send the notice to Merchant at Merchant's address to which Clearant mails Merchant's statements or at the Merchant's address provided on their Merchant Application or at such other address as any party may provide by written notice to the other parties. Merchant understands and acknowledges that access to the Internet and e-mail are required for Merchant to access a Document electronically and Merchant confirms that Merchant has such access.

4. Acceptance Procedures.

4.1 In accepting Cards for the purchase of Merchant's goods and services, Merchant will comply with the requirements of the Card Brand Rules, this Merchant Agreement and the Card Acceptance Guide, as the same are revised from time to time.

4.2 Merchant will obtain and record an Authorization for all sales in accordance with the Card Brand Rules before submitting them for processing.

4.3 Merchant will submit to Bank and Clearant a Transaction only if the Transaction is made or approved by the Cardholder who is issued the Card used for the Transaction. Merchant will not submit directly or indirectly: (a) any Transaction that Merchant knows or should have known to be illegal, fraudulent or not authorized by the Cardholder; (b) any Transaction that results from a transaction outside of Merchant's normal course of business, as described on the Merchant Application; or (c) any Transaction containing the account of a Card issued to Merchant or any account numbers issued to Merchant's business owners, family members and principals for Transactions that do not represent a purchase of goods or services from Merchant or a related credit. Further, Merchant may not under any circumstances present for processing or credit, directly or indirectly, a Transaction which originated with any other merchant or any other source other than Transactions arising from bona fide purchases from Merchant for the goods and services for which Merchant has been approved under this Merchant Agreement.

4.4 Merchant will retain in a secure and confidential manner original or complete and legible copies of each Sales Draft required to be provided to Cardholders, for at least 3 years or longer if required by law or the Card Brand Rules, and in compliance with Payment Card Industry ("PCI") Data Security Standards ("PCI DSS"). Merchant will store Sales Drafts in an area limited to selected personnel, and when record-retention requirements have been met, Merchant will destroy the records so that the same are rendered unreadable.

5. Marketing. In performing its obligations under this Merchant Agreement, Merchant shall adequately display Card Brand marks, symbols or logos as required by the Card Brand Rules. Notwithstanding the foregoing, Merchant may not (i) indicate or imply that the Card Brands, Clearant or Bank endorses any Merchant goods or services, (ii) refer to any Card Brand, Clearant or Bank in stating eligibility for Merchant's products, services or membership, or (iii) use any marks, symbols or logos owned by any Card Brand, Clearant or Bank for any purpose other than those permitted in the Card Brand Rules or the Card Acceptance Guide or after termination of this Merchant Agreement.

6. Payments; Fees.

6.1 Fees and charges payable by Merchant for the Services shall be as set forth in this Merchant Agreement, the Merchant Application and/or the Fee Schedule Addendum. Merchant is also liable for and agrees to pay any fines imposed on either Clearant or Bank by any Card Brand or Debit Card network resulting from Chargebacks or with respect to Merchant's acts or omissions. Any amounts due and owing by Merchant under this Merchant Agreement that are not paid when due will incur a late fee equal to the lesser of (i) one and one half percent (1 1/2 %) per month of the unpaid amount, or (ii) the highest rate allowable by law, in each case compounded monthly.

6.2 Fees and charges owed by Merchant to Bank and Clearant may be deducted by Bank from amounts due Merchant, or from the Settlement Account or from the Reserve Account. Merchant will pay the amounts due by the next business day if sufficient funds are not available in the Settlement Account. The following is a partial list of reasons for debits to the Settlement Account:

- (a) Fees and Chargebacks not previously charged;
- (b) All refunds processed on account of Cardholders;

- (c) All taxes, penalties, charges and other items incurred by Bank or Clearant that are reimbursable pursuant to this Merchant Agreement;
- (d) Processing Fees and the other fees or charges identified in this Merchant Agreement or on the Merchant Application;
- (e) Any Card Brand fees, fines, penalties, or other charges assessed as the result of the Transactions; and
- (f) Deposits posted in error.

6.3 Merchant acknowledges that all payments and credits provided to Merchant are provisional only and subject to suspension, revocation, to Chargebacks and to adjustments in accordance with this Merchant Agreement, the Card Brand Rules and the Card Acceptance Guide. Bank will provide provisional credit to Merchant for each valid Transaction which Merchant submits to Bank and Clearant by crediting Merchant's Settlement Account, provided Bank has received settlement for the valid Transaction by the Card Brand applicable to the Card used for the Transaction. Bank is not obligated to provide provisional credit to Merchant for Transactions submitted that are not valid Transactions, and may suspend or discontinue any provisional credit in Bank's and/or Clearant's sole and absolute discretion, including for any reason that would justify termination of this Merchant Agreement. **Provisional credit to Merchant for a Transaction disputed by a Cardholder for any reason is not final.**

7. Equipment; Supplies; Displays.

7.1 At Merchant's request, Clearant may supply Merchant with point-of-sale equipment ("POS Equipment") that Merchant may need to process and submit Transactions. Clearant will use good faith efforts to program the POS Equipment to operate at the Merchant locations in compliance with the Card Brand Rules; however, Clearant and Bank make no representations or warranties that Clearant's programming of the POS Equipment furnished by Clearant will operate in compliance with the Card Brand Rules.

7.2 All third party POS Equipment and services procured by Clearant under this Merchant Agreement are provided "AS-IS" but Clearant will, at Merchant's expense, use reasonable commercial efforts to assist Merchant in enforcing any warranty offered by the third party supplier of such POS Equipment or services.

7.3 Merchant will immediately notify Clearant of the third party it chooses to use or lease POS Equipment from ("Third Party Terminals") to process Transactions. If Merchant elects to use Third Party Terminals, Merchant assumes full responsibility and liability for any failure of that third party to comply with the Card Brand Rules, applicable Laws, or this Merchant Agreement. Neither Bank nor Clearant will be responsible for any losses or additional fees incurred by Merchant as a result of any error by a third party agent or a malfunction in a Third Party Terminal.

8. Merchant Financial Information. Merchant will provide Clearant and Bank with such financial statements and information concerning Merchant, its owners, principals, partners, proprietors, guarantors or its affiliates as Clearant or Bank may from time to time request. At any reasonable time, Clearant, Bank, any Card Brand or any other entity having authority has the right to examine the books and records of Merchant relating to this Merchant Agreement, including records of Transactions.

9. Settlement Account.

9.1 Merchant must maintain a Settlement Account in Merchant's name in satisfactory condition at a depository institution under arrangements acceptable to Bank and Clearant. The Settlement Account will be subject to the provisions of Section 19 of this Merchant Agreement.

9.2 Merchant agrees to maintain a minimum balance of funds in the Settlement Account as Bank and Clearant may specify to Merchant in writing from time to time.

9.3 Subject to the terms and conditions of this Merchant Agreement, Bank agrees to provisionally credit Merchant for each Transaction that Bank and Clearant accepts from Merchant. Merchant agrees that Bank may charge the Settlement Account for the amount of any Transaction processed under this Merchant Agreement that results in a Chargeback, or for any Sales Draft or other reimbursement or Processing Fees to which Bank or Clearant may be entitled.

9.4 Merchant agrees that Bank and Clearant may audit all Transaction calculations and that Bank shall have the right, without notice, to make withdrawals, deposits, or other adjustments to or from the Settlement Account for any deficiencies or overages.

9.5 If the Settlement Account is closed, Bank or its designated representative may terminate this Merchant Agreement, effective immediately, upon written or oral notice (with written confirmation in the event of oral notice) unless Merchant opens another Settlement Account acceptable to Bank and Clearant. Merchant may change the Settlement Account upon prior written approval by Bank and Clearant, which approval will not be unreasonably withheld.

9.6 Merchant authorizes Bank or its agents or designated representatives to initiate debit and credit entries and adjustments to the Settlement Account or the Reserve Account through the ACH settlement process for amounts due under this Merchant Agreement. This authorization will remain in full force and effect until termination of the Merchant Agreement and the full and final payment of all obligations of Merchant due under this Merchant Agreement. Merchant agrees to be bound by all applicable terms and provisions of the ACH Rules or other applicable Card Brand or network, in effect from time to time. Merchant acknowledges and agrees that Bank and Clearant will not be liable for any delays in receipt of funds, any failure by Merchant to receive funds, or errors in debit or credit entries caused by Merchant, or third parties, including but not limited to any Card Brand or any financial institution. For each returned ACH debit, Merchant will be assessed a fee of \$15.

10. Merchant's Business; Other Processors.

10.1 Merchant will provide Clearant and Bank at least 30 days prior written notice of its intent to (a) sell, assign or otherwise transfer any substantial part (10% or more) of the total stock or assets of, and/or to liquidate, Merchant or any location of Merchant that accepts Cards; (b) change Merchant's name or location; (c) change the management of Merchant's business; (d) change the basic type or nature of the business carried out by Merchant; or (e) change any material information concerning Merchant in the Merchant Application. Upon the occurrence of any such event, the terms of this Merchant Agreement may be modified to address issues arising therefrom, including but not limited to requirements of applicable Card Brands.

10.2 Merchant agrees that it will use Clearant as its exclusive provider of all Services unless specifically agreed to in writing by Clearant.

11. Assignment. Merchant will not assign this Merchant Agreement to another entity without the prior written consent of Clearant and Bank. Any attempt by Merchant to assign its rights or to delegate its obligations without Bank's and Clearant's consent will be void. The rights and obligations of Clearant and Bank hereunder may be assigned by Clearant and Bank without notice to Merchant. Merchant acknowledges that the transferable right of Clearant and Bank hereunder shall include, but shall not be limited to, the authority and right to debit Merchant's account(s) as described herein.

12. Merchant's Representations and Warranties. Upon signing the Merchant Application, and each time Merchant submits a Transaction, Merchant represents and warrants to Clearant and Bank that: (a) each Transaction delivered hereunder represents a bona fide sale to a valid Cardholder by Merchant for the amount shown on the sales slip as the total sale and constitutes the binding obligation of the Cardholder, free from any claim demand, defense setoff or other adverse claim whatsoever; (b) each sales slip or other evidence of indebtedness accurately describes the goods and services which have been sold and delivered to the Cardholder; (c) Merchant has fulfilled completely all of its obligations to the Cardholder and will resolve any customer dispute or complaint directly with the Cardholder; (d) the signature on the sales slip is genuine and authorized by Cardholder and not forged or unauthorized; (e) the Transaction has been consummated and the sales slip prepared in full compliance with the provisions of the Card Acceptance Guide and the Card Brand Rules; (f) none of the Transactions submitted hereunder represents sales to any principal, partner, proprietor, or owner of Merchant; (g) without limiting the generality of the foregoing, each Transaction and the handling, retention, and storage of information related thereto, complies with the Card Brand Rules as it relates to cardholder and transaction information security, including without limitation PCI DSS, Visa's Cardholder Information Security Program ("CISP"), MasterCard's Site Data Protection Program ("SDP"), Discover Information Security Compliance ("DISC"), and American Express's Data Security Requirements ("DSR"); (h) all of the information contained in the Merchant Application was true as of the date Merchant signed the Merchant Application agreeing to be bound by this Merchant Agreement; (i) there have been no materially adverse changes in information provided in the Merchant Application or in Merchant's financial

condition or management; (k) Merchant does not do business under a trade name or style not previously disclosed in writing, and there has been no change in the nature of Merchant's business or the product lines that Merchant sells not previously disclosed; (l) the person who executes the Merchant Application on behalf of Merchant has the full power and authority to execute the Merchant Application and to enter into this Merchant Agreement; (m) this Merchant Agreement is the legal, valid, and binding obligation of the Merchant enforceable against the Merchant in accordance with its terms; (n) Merchant has the power and authority to authorize the automatic funds transfer provided for in this Merchant Agreement; (o) the Settlement Account is owned and controlled by the Merchant and is a valid account for processing debit and credit transactions under this Merchant Agreement; (p) Merchant is not (i) a person or entity whose property is "blocked" and cannot be dealt in, or who or which is otherwise identified as the subject of U.S. economic sanctions administered by OFAC, or by being organized in or operating in or on behalf of a country, territory or government that is the subject of sanctions administered by OFAC, (ii) located in or operating under a license issued by a jurisdiction whose government has been identified by the U.S. Department of State as a sponsor of international terrorism under 22 U.S.C. 2371 or 50 U.S.C. App. 2405(j), (iii) located in or operating under a license issued by a jurisdiction that has been designated as non-cooperative with international anti-money laundering principles or procedures by an intergovernmental group or organization of which the U.S. is a member, or (iv) located in or operating under a license issued by a jurisdiction that has been designated by the U.S. Secretary of Treasury pursuant to 31 U.S.C. 5318A as warranting special measures due to money laundering concerns; and (q) Merchant will immediately notify Bank and Clearant of any material changes to any information provided herein including but not limited to a change in Merchant's legal entity, location, business type, or the types of goods and services offered for sale by Merchant. In the event that any of the foregoing representations or warranties is breached, the affected sales slips or other indebtedness may be refused, or prior acceptance revoked and charged back to the Merchant. Furthermore, if Merchant submits for purchase hereunder a Transaction that is not the result of a sale of Merchant's goods or services offered to the general public or if Merchant submits any Transactions for purchase hereunder which represents a sale to any principal, partner, proprietor, or owner of Merchant, such Transaction may be refused or charged back, and Merchant hereby agrees to pay (and Merchant's account(s) will be debited therefore) any additional fee that may be assessed for each such Transaction.

13. Merchant Web Sites; Third Party Servers.

13.1 Merchant may use a point-of-sale software or a gateway service ("Third Party Servicers") that provides Merchant with an interface between Merchant and its customers so Merchant can accept sales from its customers. Merchant's choice of a Third Party Servicer is subject to Bank's and Clearant's approval. Notwithstanding any Third Party Servicer offered, suggested, or referenced by Bank or Clearant or its respective sales agents, Merchant acknowledges that all issues concerning its Third Party Servicer, including, but not limited to, its service and functionality, are solely between Merchant and such Third Party Servicer. The fees and terms for Merchant's Third Party Servicer and any services or products offered by such Third Party Servicer may be set forth in the Merchant Application or, if applicable, stated in a separate agreement between Merchant and its chosen Third Party Servicer.

13.2 Programming of Merchant's Web site, technical support, and its functionality with the Third Party Servicer chosen by Merchant, are the sole responsibility of Merchant. Neither Bank nor Clearant shall be liable in any manner whatsoever for any errors, disruptions or security breaches related to Merchant's Web site or any Third Party Servicer. Merchant shall be liable to and indemnify Bank and Clearant for all fees and liabilities incurred by Bank and Clearant regarding any errors, disruptions or security issues related to Merchant's Web site or any Third Party Servicer. Merchant will cause all of its Third Party Servicers to comply with the requirements of PCI DSS, DISC, SDP, DSR and CISP, in effect and as may be amended, supplemented or replaced from time to time, and any data security guidelines or operating guide provided by Bank at all times. Merchant will disclose to Clearant in writing all Third Party Servicers and any other third parties with access to Cardholder data, including their full legal name and contact information.

14. **Indemnification.** Merchant agrees to indemnify Clearant and Bank, including their respective officers, directors, employees, and agents against and to hold them harmless from and against any and all liabilities, losses, damages, disputes, offsets, claims or counterclaims of any party arising out of or relating to any act or omission of Merchant, Merchant's employees, or Merchant's designated representatives or agents, the duties to be performed by Merchant pursuant to this Merchant Agreement, any Transactions which Merchant submits to Bank and Clearant, including without limitation claims and complaints made by a Cardholder and/or Chargebacks, or Merchant's violation of the Card Brand Rules or any applicable Law. In the event that Bank or Clearant shall be made a party to any litigation, proceeding, arbitration, bankruptcy proceeding, or other legal process (collectively "**Actions**") commenced by any third party, Merchant shall protect and hold Bank and Clearant harmless from and with respect to the Actions and shall pay all costs, expenses, and attorney's fees incurred or paid in connection with the Action, together with any judgments rendered. Merchant shall indemnify, defend, and hold harmless Bank and Clearant for any hacking, infiltration, or compromise of Merchant's systems or the systems of designated representatives or other agents.

15. Limitation of Liability.

15.1 Clearant and Bank shall not be liable for failure to provide the Services if such failure is due to any cause or condition beyond such party's reasonable control. Such causes or conditions shall include, but shall not be limited to, acts of God, acts of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, breakdowns, operational failures, electrical power failures, communication failures, unavoidable delays, the errors or failures of third party systems, or other similar causes beyond such party's control.

15.2 Neither Clearant nor Bank undertakes any duties to Merchant other than the duties expressly provided for in this Merchant Agreement, and any and all other or additional duties that may be imposed upon Clearant or Bank in law or equity are hereby irrevocably waived and released to the maximum extent permitted by law. In any event, Clearant's and Bank's cumulative liability to Merchant, whether arising in contract, tort (including without limitation negligence and strict liability) or otherwise, shall not exceed the lesser of one month's average charge paid by Merchant hereunder (exclusive of interchange fees, assessments, and any other fees or costs that are imposed by a third party in connection with Merchant's payment processing) for Services during the previous 12 months or such lesser number of months as shall have elapsed subsequent to the effective date of this Merchant Agreement or \$10,000.

15.3 UNDER NO CIRCUMSTANCES SHALL CLEARANT OR BANK BE LIABLE FOR ANY INTERRUPTION OR LOSS OF USE, DATA, BUSINESS OR PROFITS, OR FOR SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THIS MERCHANT AGREEMENT, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING OUT OF PLACEMENT OF A MERCHANT'S NAME ON ANY TERMINATED MERCHANT LIST FOR ANY REASON, WHETHER OR NOT SUCH LOSS OR DAMAGES WERE FORESEEABLE OR CLEARANT OR BANK WAS ADVISED OF THE POSSIBILITY THEREOF AND REGARDLESS OF WHETHER ANY LIMITED REMEDY HEREIN FAILS OF ITS ESSENTIAL PURPOSE.

15.4 In no event will Clearant or Bank be liable for any claim, loss, billing error, damage, or expense arising out of or relating in any way to this Merchant Agreement which is not reported in writing to Clearant or Bank within 30 days of such failure to perform or, in the event of a billing error or adjustments to the Settlement Account, within 60 days of the date of the invoice or applicable statement. Merchant expressly waives any such claim that is not brought within the time periods stated herein.

16. Term; Termination.

16.1 The initial term of this Merchant Agreement shall be for the term of 3 years (the "**Initial Term**"), and shall automatically renew for successive 1-year periods unless this Merchant Agreement is terminated as set forth herein.

16.2 Bank or Clearant may terminate this Merchant Agreement, without cause, upon 30 days prior written notice to the other parties. Merchant may terminate this Merchant Agreement, without cause, upon 45 days prior written notice to the other parties.

16.3 Bank or Clearant may terminate this Merchant Agreement in its sole and absolute discretion, effective immediately, upon written, electronic or oral notice to Merchant, if Bank or Clearant reasonably determines that any of the following conditions exists: (a) Merchant has violated any provision of this Merchant Agreement; (b) there is a material adverse change in Merchant's financial condition, or Bank or Clearant determines in its sole discretion that Merchant's processing activity could result in a loss to Bank or Clearant; (c) a petition in bankruptcy has been filed by or against Merchant, the Merchant is generally unable to pay its debts as they become due, a receiver, custodian, trustee, liquidator or similar official is appointed for a substantial portion of Merchant's business, there is a general assignment for the benefit creditors,

or the business terminates; (d) the Card Brand Rules are amended in any way so that the continued existence of this Merchant Agreement would cause Bank or Clearant to be in breach of such Card Brand Rules; (e) any guaranty supporting Merchant's obligations is revoked, withdrawn or terminated or altered in any way; (f) if any circumstances arise regarding Merchant or its business that create harm or loss of goodwill to any Card Brand; or (g) if required by a Card Brand to terminate this Merchant Agreement.

16.4 Merchant may terminate this Merchant Agreement in the event of a material breach of the terms of this Merchant Agreement by Bank or Clearant, provided Merchant gives Bank and Clearant written notice of any alleged breach and such breach remains uncured for a period of 30 days following receipt of written notice by Bank and Clearant.

16.5 The parties acknowledge and agree that in addition to all other remedies available to Bank and Clearant under this Merchant Agreement or as otherwise available in law or equity, if this Merchant Agreement is terminated by Merchant other than pursuant to Section 16.4 or by Bank or Clearant pursuant to Sections 9.5 or 16.3, Merchant agrees to pay Bank and Clearant an account closure fee in the amount defined in the Merchant's Fee Schedule per location or the maximum amount allowed by law (the "**Termination Fee**"). If no Termination Fee is listed in the Merchant's Fee Schedule, then the Termination Fee shall be \$395.00. Merchant agrees that such Termination Fee shall also be due to Bank and Clearant if Merchant discontinues submitting sales volumes and average transaction amounts that meet or exceed Merchant's projections contained in the Merchant Application during the term of the Merchant Agreement for a period of 90 consecutive days, and is not designated on the Merchant Application, or by notice to Bank and Clearant, as a seasonal merchant or as otherwise agreed to by Bank and Clearant. The Termination Fee shall be immediately due and payable to Clearant and Bank, and Merchant hereby authorizes Clearant and Bank to deduct this amount from Merchant's Settlement Account or Reserve Account, or otherwise withhold the total amount from amounts due to Merchant from Clearant and Bank, immediately on or after the effective date of termination. If Merchant's account does not contain sufficient funds for the debit or the amount cannot be withheld by Clearant and Bank from amounts due to Merchant, Merchant shall pay Clearant and Bank the amount due within 10 days of the date of Clearant and Bank's invoice for same. Merchant acknowledges and agrees that the Termination Fee is not a penalty, but rather is a reasonable computation of the financial harm caused by the termination of this Merchant Agreement by Merchant. Such amounts shall not be in lieu of, but in addition to any payment obligations for Services already provided hereunder (or that Clearant and Bank may continue to provide), which shall be additional cost, and any and all other damages to which Clearant and Bank may be entitled hereunder. For the avoidance of doubt, unless otherwise explicitly set forth in this Merchant Agreement, Merchant shall be required to pay a Termination Fee in connection with termination of this Merchant Agreement. 16.6 Bank's or Clearant's rights of termination under this Merchant Agreement are cumulative. A specific right of termination shall not limit any other right of Bank or Clearant to terminate this Merchant Agreement expressed elsewhere in this Merchant Agreement. Notice of termination may be given orally or in writing, and if given orally, shall be confirmed in writing.

16.7 Upon termination, Merchant's rights to complete Transactions and submit them to Bank and Clearant, and to use Transaction form or formats, promotional material and any other items provided by Bank or Clearant, will cease. Any Transaction that is accepted by Clearant and Bank after the effective date of termination will be returned to Merchant and will not be credited (or debited) to Merchant's account(s). If the deposit has already been posted to Merchant's account(s), said posting will be reversed.

16.8 Termination of this Merchant Agreement shall not affect Merchant's obligations which have accrued prior to termination.

16.9 Sections 3.4, 4, 9, 10, 12, 14, 15, 16, 17, 18, 19, 20, 22, 25, 27, 28, 32, 33, 35, 38 and 39 will survive termination of this Merchant Agreement.

17. **Chargebacks.** To the extent that Bank and/or Clearant has paid or may pay a Chargeback, Merchant will be obligated to reimburse Bank and/or Clearant for any such sums paid and for related fees. A list of some common reasons for Chargebacks is contained in the Card Acceptance Guide provided; however, such list is not exclusive and does not limit the generality of the foregoing. Merchant understands that obtaining an authorization for any Transaction shall not constitute a guarantee of payment, and such Transaction can be returned or charged back to Merchant like any other item hereunder. Merchant acknowledges that its right to receive any amounts due from Bank or Clearant is subject to Bank's and Clearant's security interest and right of set off as set forth in this Merchant Agreement.

18. Reserve Account.

18.1 At any time, Bank may, at its option, establish a reserve account to secure the performance of Merchant's obligations (the "**Reserve Account**"). The Reserve Account may be funded through any or all of the following: (a) at the request of Clearant or Bank, Merchant will deposit funds in the Reserve Account within 1 business day after receiving Clearant's or Bank's oral or written request; or (b) without prior notice to Merchant, the transfer by Bank into the Reserve Account of funds deducted from any payment due to Merchant or from any funds in the Settlement Account or any other deposit account, including certificates of deposit, of Merchant with a designated depository or other financial institution. Merchant authorizes deductions from its accounts by ACH entry, sight draft, preauthorized check, reverse wire, or otherwise as Bank or Clearant deems appropriate under the circumstances. Whenever the balance in the Reserve Account is less than the minimum balance required, or is otherwise deficient, the same procedures set forth herein shall be followed in order to cure the deficiency. Without limiting Bank's or Clearant's remedies, Merchant's failure to deposit any deficiency on time will permit Bank or Clearant, without advance notice, to suspend or cease processing additional Transactions or terminate this Merchant Agreement, as determined by Bank or Clearant in its sole discretion.

18.2 Merchant acknowledges and agrees that the Reserve Account may contain both funds deposited by the Merchant and funds of other merchants of the Bank or Clearant. The Reserve Account will be separate from the Settlement Account. Merchant shall have no right of withdrawal from the Reserve Account. The Reserve Account shall be under the sole control of Bank, and Clearant shall not have access to or hold funds in the Reserve Account. Any funds held in the Reserve Account shall not bear interest.

18.3 At any time in Bank's or Clearant's sole and absolute discretion, Bank or Clearant may (i) designate the minimum balance required to be deposited in the Reserve Account, (ii) require that the amount on deposit in the Reserve Account be increased, (iii) require that the Merchant deposit, or Bank may deposit for Merchant into the Reserve Account a percentage of, or a fixed amount from each Transaction processed, or (iv) otherwise determine the amount to be deposited in the Reserve Account.

18.4 If funds are not available in the Settlement Account, Merchant hereby agrees that Bank may, without prior notice to Merchant, deduct from the Reserve Account any obligation of Merchant to Clearant or Bank under this Merchant Agreement, including all Fees, chargebacks and any and all additional fees, and sums sufficient to reimburse Clearant or Bank for the amount of any fines, penalty amounts and charges due to the Card Brands.

18.5 Bank may continue to hold or deposit funds in the Reserve Account after termination of this Merchant Agreement. All provisions which apply to a pre-termination Reserve Account will apply after termination, including requiring a minimum balance as determined by Bank or Clearant in their sole discretion and replenishment of deficiencies. The funds will be held by Bank or its designated agent for a period of not less than one hundred eighty (180) days from the date of the last Transaction processed under the Merchant Agreement, plus the period of any warranty, guarantee, and/or return policy on goods and/or services sold. Bank will return the balance in the Reserve Account to Merchant after Bank and Clearant reasonably determine that the risk of chargebacks and other fees has ended and after deducting all amounts that Merchant owes to Bank and Clearant under this Merchant Agreement or any other agreement. Under no circumstance shall the amount collected as a Termination Fee under the terms of this Merchant Agreement be construed to satisfy the requirements of this section.

19. Security Interest.

19.1 To secure Merchant's performance of its obligations under this Merchant Agreement, and any other agreement with Bank or Clearant, Merchant grants Clearant and Bank a security interest in each Transaction and its proceeds, the Settlement Account, the Reserve Account and any other deposit account of Merchant with a financial institution, whether now existing or established in the future, and in the proceeds of all those accounts, and any of Merchant's property held by Bank or Clearant. Bank or Clearant may enforce these security interests without notice or demand. The security interests granted under this Merchant Agreement will continue after this Merchant Agreement terminates, until Merchant satisfies all its obligations to Bank and Clearant.

19.2 Merchant also agrees that, in the event of a default by Merchant, Clearant or Bank has a right to setoff and may

apply any of Merchant's balances or any other monies due Merchant from Clearent or Bank towards the payment of amounts due from Merchant under the terms of this Merchant Agreement. The rights stated herein are in addition to any other rights Clearent and Bank may have under applicable law.

19.3 Furthermore, and with respect to any security interests granted herein, Bank and Clearent will have all rights afforded under the Uniform Commercial Code, as the same may, from time to time, be in effect in the State of Missouri; provided, however, in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of the security interests granted herein is governed by the Uniform Commercial Code as in effect in a jurisdiction other than the State of Missouri, then Bank and Clearent will have all rights afforded under the Uniform Commercial Code as in effect from time to time in such other jurisdiction for purposes of the provisions relating to such attachment, perfection or priority of the security interests, as well as any other applicable law.

19.4 Upon request of Bank or Clearent, Merchant will execute one or more financing statements or other documents to evidence the security interests granted to Bank and Clearent under this Section 19. Merchant shall cooperate with Bank and Clearent in obtaining any control agreement or similar agreement with a depository bank necessary to perfect the security interests granted herein. In addition, Merchant agrees that its signature on the Merchant Application will be considered Merchant's signature agreeing to any control agreement as defined in Article 9 of the Uniform Commercial Code among Merchant, Bank, Clearent and any other financial institution under which Bank, Clearent, Merchant and any other financial institution agree to the disposition of funds in the Settlement Account, the Reserve Account or any other deposit account without further consent by Merchant.

20. Waiver of Jury Trial; Governing Law; Venue.

20.1 THE PARTIES SPECIFICALLY WAIVE THE RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT, OR BETWEEN THE PARTIES FOR ANY REASON.

20.2 THIS MERCHANT AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MISSOURI, NOTWITHSTANDING ANY CONFLICTS OF LAWS PRINCIPLES.

20.3 MERCHANT AND GUARANTOR HEREBY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION TO THE STATE AND FEDERAL COURTS LOCATED IN ST. LOUIS COUNTY, MISSOURI FOR ANY DISPUTE ARISING OUT OF THIS MERCHANT AGREEMENT.

21. **Amendments.** Bank and Clearent may amend this Merchant Agreement at any time by providing Merchant with 15 days' prior notice by: (a) sending Merchant written notice of such amendment in accordance with Section 3.4, or (b) posting such amendment to Clearent's web site and providing Merchant with electronic notice as provided in Section 3.4. The amendment will become effective on the effective date, provided however if such amendment increases Merchant's fees (other than with respect to any pass through of third party costs, including Card Brand fees, interchange, dues and assessments, or in connection with regulatory changes or introduction by Clearent or Bank of new products or services), Merchant will have the right to terminate this Merchant Agreement by providing Clearent and Bank written notice thereof before the effective date. Bank and Clearent may amend this Merchant Agreement upon less than 15 days' prior notice if Bank or Clearent reasonably determines immediate modification is required by Law, the Card Brand Rules, any adverse change in Merchant's financial condition or if Merchant's sales volume or average transaction amount does not meet Merchant's projections contained in the Merchant Application.

22. **Waiver.** Bank's or Clearent's failure to enforce this Merchant Agreement will not waive Bank's or Clearent's rights under this Merchant Agreement. Waivers of any provision of this Merchant Agreement must be in writing and signed by Bank and Clearent. A waiver in one instance will not apply to other occasions unless that intent is clear from the signed waiver.

23. **Reports About Merchant; Exchange of Information.** From time to time, Clearent and Bank may obtain credit and other information on Merchant or any owner, officer, shareholder, partner, proprietor, managing agent or guarantor of Merchant, from others (such as customers and suppliers of Merchant, lenders and credit reporting agencies), and furnish information on Merchant's relationship with Clearent and Bank and Clearent's and Bank's experience with Merchant to others seeking the information, including without limitation the IRS pursuant to any reporting requirements currently in place or those that may be enacted at any time by the United States government or any of its authorized agencies, any Card Brand, or any of their member financial institutions, or any other third party, without any liability whatsoever to Clearent or Bank.

24. **Account Monitoring.** Merchant agrees that Clearent or Bank may upon reasonable grounds, divert the disbursement of Merchant's funds to the Reserve Account and/or temporarily suspend processing under this Merchant Agreement and/or terminate this Merchant Agreement, and Clearent shall provide Merchant with notice of such action. Reasonable grounds shall include, but not be limited to, the following: suspicious or unusual Transaction activity; material variance in the nature of Merchant's business, type of product and/or service sold, average ticket size, monthly volume or swiped/keyed percentages, from such disclosures made by Merchant in this Merchant Agreement; Merchant does not authorize Transactions; receives excessive retrieval requests against Merchant's prior activity; or excessive ACH rejects or Chargebacks are debited against Merchant's prior activity. If Merchant's funds are diverted by Clearent or Clearent has temporarily suspended processing under this Merchant Agreement, such diversion or suspension shall be for any reasonable period of time required by Clearent to fully investigate Merchant's account activity and resolve, to Clearent's sole satisfaction, the subject questionable, suspect or fraudulent Transactions or activity of Merchant. Any funds diverted shall be maintained by Bank in a non-interest bearing account at Bank. Bank and Clearent shall have no liability for any losses, either direct or indirect, which Merchant may attribute to any diversion of funds, suspension of processing or termination of this Merchant Agreement by Clearent pursuant to this Section. Clearent will assess all fees and expenses incurred in relation to its investigation of suspicious or unusual Transaction activity, which includes activity that deviates from this Merchant Agreement.

25. **Cardholder Account Information; Compliance with PCI DSS.** Merchant agrees that it will not disclose any Cardholder account information or other personal information to a third party for any purpose except to complete a Transaction pursuant to the Card Brand Rules or as otherwise required or permitted by the Card Brand Rules or Law. Merchant agrees that it will not request or use Cardholder account information for any purpose that Merchant knows or should have known to be fraudulent or in violation of the Card Brand Rules or for any purpose that the Cardholder did not authorize. Merchant agrees that it will only hold cardholder account information in compliance with PCI DSS. In the event of any actual or suspected loss or theft of Cardholder account information, Merchant is required to contact Bank and Clearent within 24 hours after becoming aware of such security breach. Merchant shall be responsible, at its own expense, to (i) perform or cause to be performed an independent investigation of any data security breach of Card or Transaction data, (ii) perform or cause to be performed any remedial actions recommended by such investigation, and (iii) fully cooperate with Bank, Clearent, the Card Brands or the United States government or any of its authorized agencies in the investigation and resolution of any security breach. Merchant shall receive information from Clearent about how to complete a PCI DSS Self-Assessment Questionnaire ("SAQ") after Merchant's Merchant Application has been accepted. If Merchant fails to successfully complete the SAQ within two weeks of the effective date of this Merchant Agreement, and once each calendar year thereafter, then Merchant will be subject to a Non-Complete PCI Questionnaire fee each month until such time as Merchant successfully completes the SAQ. In addition, Merchant shall promptly pay any fines, fee or penalties that may be assessed by any Card Brand as the result of its non-compliance with PCI DSS.

26. **Publicity.** Clearent and Bank have the right to use or display Merchant's name and logo in order to publicize and promote Merchant's use of the Services.

27. **Attorneys Fees.** Merchant and/or Guarantor will be liable for and will indemnify and reimburse Clearent and Bank for all attorneys' fees and other costs and expenses paid or incurred by Clearent and/or Bank in the enforcement of this Merchant Agreement or in matters relating to this Merchant Agreement, in collecting any amounts due from Merchant to Clearent and/or Bank, or arising from any breach by Merchant of this Merchant Agreement, or any other wrongdoing by Merchant or Guarantor.

28. **Notices.** All notices required by this Merchant Agreement will be in writing (hard copy or electronic) and will be effective when delivered to and received by (i) Clearent at the return address on the Merchant's Card processing statements, (ii) Bank at the address designated on the Merchant Application, and (iii) Merchant in accordance with Section 3.4. Any address Merchant designates may also be the address to which Clearent mails Merchant's statements. Delivery by facsimile transmission or electronic mail will be considered effective when sent to the facsimile transmission number or email address that has been provided to Clearent.

29. **Entire Agreement.** This Merchant Agreement constitutes the entire agreement between Merchant and Clearent and Bank for the Services covered by this Merchant Agreement and supersedes all prior or contemporaneous negotiations, stipulations or agreements relating thereto, whether oral or in writing. If any provision of this Merchant Agreement is held to be unenforceable, the other provisions remain effective.

30. **Effective Date.** This Merchant Agreement becomes effective only when accepted by Clearent and Bank. No agreement is deemed accepted if only signed by an agent representing Clearent and/or the Bank for the purposes of soliciting processing business.

31. Financial Accommodation; Bankruptcy.

31.1 Merchant will notify Bank and Clearent immediately if any bankruptcy, insolvency or similar petition is filed by or against Merchant. Merchant acknowledges that the acquisition and processing of sales slips hereunder is a financial accommodation and, as such, in the event Merchant's bankruptcy, this Merchant Agreement cannot be assumed or assigned, and Clearent and Bank shall be excused from performance hereunder.

31.2 Merchant acknowledges and agrees that in the event of a bankruptcy proceeding, Merchant must establish a Reserve Account or maintain a previously established and then current Reserve Account in amounts required by Bank and Clearent and in accordance with any Reserve Account provision specified in this Merchant Agreement. Bank will have the right to setoff against the Reserve Account for any and all obligations which Merchant may owe Bank or Clearent, without regard as to whether the obligations relate to Transactions initiated or created before or after the filing of the bankruptcy petition.

32. **Warranty.** BANK AND CLEARENT SPECIFICALLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PROVIDED HEREUNDER. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NEITHER BANK NOR CLEARENT GUARANTEES OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

33. **Independent Contractors.** Clearent and Bank and Merchant are and shall remain independent contractors of one another, and neither they, nor their respective employees or agents, shall have or hold themselves out as having any power to bind the other to any third party. Nothing contained in this Merchant Agreement shall be construed to create or constitute a partnership, joint venture, employer-employee, or agency relationship between Clearent and Bank and Merchant.

34. **Special Provisions Regarding EBT Transactions.** Acceptance by Merchant of EBT transactions is governed by specific provisions of the Card Acceptance Guide. In accepting these transactions, Merchant agrees to abide by these provisions and failure to do so may result in additional fees.

35. Limited Acceptance.

35.1 If appropriately indicated on the Merchant Application, Merchant shall be a limited acceptance merchant, which means that Merchant has elected to accept only certain Visa and MasterCard Card types as indicated on the Merchant Application, or via later notification. The Visa or MasterCard credit acceptance option on the Merchant Application refers to Visa credit and business transactions, and is what MasterCard refers to as "Other Card" transactions. Notwithstanding anything to the contrary in the Merchant Application, Merchant can elect (i) to accept only Visa or MasterCard non-PIN based debit/stored value/electronic benefit transactions (sometimes referred to as "signature debit" transactions, whether or not an actual signature is required), (ii) to accept only Visa or MasterCard Credit transactions, or (iii) to accept all Visa or MasterCard credit and signature debit transactions; provided, however, that a Merchant who accepts any Visa or MasterCard Card types must accept all valid Visa or MasterCard Card types issued by a non-U.S. issuer. Merchant is not required to accept Cards of Card Brands other than Visa or MasterCard in order to accept Visa or MasterCard Cards (except that transactions using Diner's International Cards which also carry the MasterCard trademark must be accepted if Merchant accepts MasterCard Card transactions of the same type). Neither Clearent nor Bank has any obligation other than those expressly provided under the Card Brand Rules and applicable Law as they may relate to limited acceptance. Neither Clearent's nor Bank's obligations include policing card types at the point-of-sale. Merchant will be solely responsible for the implementation of its decision for limited acceptance including but not limited to policing the Card Brand type(s) of transactions at the point-of-sale submitted for processing by Clearent. Should Merchant submit a Transaction for processing for a card type it has indicated it does not wish to accept, Clearent may process that Transaction and Merchant will pay the applicable fees, charges, and assessments associated with that Transaction. Merchant will comply with any applicable Laws and Card Brand Rules and other applicable rules and regulations for the Card Brand type processed.

35.2 If Merchant has chosen to accept Discover Cards in the Merchant Application, Merchant must accept Discover Cards at all Merchant establishments, including in payment for purchases of goods and services, for charitable contributions and for Cash Over Transactions (subject to the terms of the Card Brand Rules and other applicable rules and regulations), when properly presented for payment by a Cardholder. Subject to this section, Merchant must create a Sales Draft for each Discover Card Transaction and deliver at least one copy of the Sales Draft to the Cardholder. A Merchant may issue a Cash Over (subject to the terms of the Card Brand Rules) in connection with a Discover Card Transaction. Merchant must deliver a single Authorization request for the aggregate total of the goods/services purchase amount and the Cash Over amount. In addition, the Sales Draft must include both the purchase amount and the Cash Over amount.

36. **Binding Effect.** This Merchant Agreement is binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

37. **Signature Provisions.** Any duplicate original (whether digital, photographic, or otherwise) or electronic record of this Merchant Agreement shall have the same force and effect as the original form of this Merchant Agreement. By signing the Merchant Application or by submitting Transactions, Merchant accepts and agrees to the terms and conditions of this Merchant Agreement.

38. **Required Merchant Information.** The USA PATRIOT Act and other applicable Laws require all financial institutions with which Clearent has relationships to obtain, verify, and record information that identifies each person (including business entities) who seeks to open an account with a financial institution. As a result of Merchant's status as an account holder with Bank, Merchant shall provide documentary verification of Merchant's identity, such as a driver's license or passport for an individual and certified copy of organization documents for an entity in manner acceptable to Bank and Clearent. Bank and Clearent reserves the right to verify Merchant's identity through other non-documentary methods as Bank or Clearent deems appropriate in its sole discretion. Bank and Clearent may retain a copy of any document it obtains to verify Merchant's identity with the financial institution.

39. **Continuing Guaranty.** As a primary inducement to Clearent and Bank to enter into this Merchant Agreement, and to approve the Merchant Application of Merchant, the Guarantor(s), individually and severally, who signed on the Guarantor signature line(s) on the Merchant Application, agree to be bound by all terms and provisions of this Merchant Agreement to the same extent and in the same manner as Merchant. Guarantor(s) understands that Clearent or Bank, without notice to Guarantor(s), may from time to time renew or extend this Merchant Agreement, modify rates, limits, charges and fees, or modify the amount or type of services provided to Merchant all of which may increase the Guarantor's obligations under this Guaranty. Guarantor(s) further understands that Clearent or Bank may proceed directly against Guarantor(s) without first exhausting Clearent's or Bank's remedies against the Merchant, any other person or entity responsible to Clearent or Bank or any security held by Clearent or Bank.

40. Definitions.

As used in this Merchant Agreement, the following terms will have the following meanings:

"ACH Rules" means collectively, the National Automated Clearing House Association ("NACHA") Operating Rules and NACHA Operating Guidelines, as the same are amended from time to time.

"Authorization" means approval by, or on behalf of, the Card issuer to validate a Transaction for a Merchant or another affiliate bank. An Authorization indicates only the availability of the Cardholder's credit limit at the time the Authorization is requested.

"Card" means a valid credit card or debit card bearing the service mark of Visa, MasterCard, Discover, American Express, private-label credit card, ATM/debit card, or any other card which Bank may at any time specify in writing as an additional Card payment option available to a Merchant.

"Cardholder" (sometimes referred to as "Card Member" in Card Brand materials) means the individual whose name is embossed on a Card and any authorized user of such Card.

"Card Brand" means any entity formed to administer and promote Cards, including, without limitation, American Express Travel Related Services Company, Inc.; Discover; MasterCard International, Inc.; VISA U.S.A., Inc.; and VISA International, Inc., and in the case of debit Transactions, the debit networks.

"Card Brand Rules" means the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Brand.

"Cash Over" means a Transaction using a Discover Card whereby the Cardholder elects to receive additional cash in excess of the purchase price, all as provided by the Card Brand Rules of Discover.

"Chargeback" means the procedure by which a Sales Draft or other indicator of a Transaction (or disputed portion thereof) is returned to Bank or the issuer, the liability for which is the Merchant's responsibility.

"Processing Fees" means the fees payable by Merchant to Bank and Clearent for the Services Bank and Clearent provides to Merchant in connection with the Merchant Agreement, as the same may be revised from time to time.

"Sales Draft" means evidence of a purchase of goods or services by Cardholder from Merchant using a Card, regardless of whether the form of such evidence is in paper, electronic or otherwise, all of which must conform to Card Brand Rules.

"Services" means the activities undertaken by Clearent and Bank to authorize, process and settle all United States Dollar-denominated American Express, Discover, MasterCard and Visa Card Transactions undertaken by Cardholders at Merchant's location(s) in the United States, and all other activities necessary for Clearent and Bank to perform the functions required by the Merchant Agreement for all other Cards covered by this Merchant Agreement.

"Settlement Account" means an account at a financial institution designated by Merchant as the account to be debited and credited by Bank for Transactions, fees, Chargebacks and other amounts due under the Merchant Agreement.

"Transaction" means acceptance of a Card for payment for goods sold and/or leased or services provided to Cardholder by Merchant and receipt of payment from Bank in accordance with the terms of the Merchant Agreement.

Equipment Loan Agreement

During the term of the Agreement, North American Merchant Solutions Corp., "NAMSCORP" will provide Merchant use of a POS terminal "Equipment". Merchant agrees that "Equipment" is property of NAMSCORP and shall be kept in good working condition. If Merchant terminates this agreement, any "Equipment" provided to Merchant must be returned within 10 business days in its entirety including terminal hardware, power cord, telephone cord, paper spindles, and any other parts provided to Merchant. If "Equipment" is not returned within 10 days or is lost, stolen or damaged NAMSCORP shall ACH Merchant a non-refundable value of \$450.00 dollars per Terminal or Mobile Swiper or \$650.00 per 'Terminal/Pin Pad' combination or Wireless Terminal, unless otherwise specified. A Terminal Warranty fee of \$6.99 per month per IP Terminal or Mobile Swiper, \$9.99 per PAX Terminal (PAX – additional \$4.95 Platform Fee per Terminal which will include VT and PayLink) or POS "Pin Pad", \$19.99 per Wireless Terminal will be charged. An additional \$4.00 will apply for a Terminal "Pin Pad" to be added. If Terminal is not returned, or found inoperable, the value of the Terminal will become due to NAMSCORP by Merchant. NAMSCORP will ACH customer for value of "Equipment" as stated in this document. "Equipment" must be returned before Bankcard Account can be closed. Under the terms of this agreement the Terminal must be connected to a surge protector.

Equipment & S/N: _____

Merchant Name: _____

MID #: _____

Address: _____

City, State, Zip: _____

Telephone: _____

Merchant's Signature: _____

Print Name: _____

Title: _____

Date: _____

Total per Month: \$ _____

2211 York Road, Suite 208
Oak Brook, IL., 60523
630/833-4041



**PERKASIE BOROUGH
RESOLUTION NO. 2024-46**

**A RESOLUTION OF THE PERKASIE BOROUGH COUNCIL
AUTHORIZING A REDUCTION IN THE ESCROW FOR THE NYCE
MINOR SUBDIVISION AS APPROVED BY GILMORE & ASSOCIATES,
INC., IN THE AMOUNT OF \$18,360.00 TO REDUCE THE TOTAL
ESCROW TO \$3,240.00, WITH PERKASIE BOROUGH HOLDING THE
\$3,240.00 FOR THE 18-MONTH MAINTENANCE BOND AND
REFUNDING THE DEVELOPER \$18,360.00, LESS ANY OUTSTANDING
PROFESSIONAL FEES, AND AUTHORIZING THE SIGNATURE OF
THE BOROUGH MANAGER ON THE ESCROW REDUCTION**

WHEREAS, the Borough Council of the Borough of Perkasia has previously approved the Nyce Final Minor Subdivision Plan subject to certain conditions; and

WHEREAS, pursuant to the Development Agreement dated February 2024, a financial security fund in the form of cash has been provided to Perkasia Borough in the amount of \$21,600.00; and

WHEREAS, upon inspection, Gilmore & Associates, Inc. has certified that all work associated with the stormwater management portion of the project has been completed, and the Financial Security Fund may be reduced by the amount of \$18,360.00 to a total amount of \$3,240.00, which \$3,240.00 shall be provided to Perkasia Borough for an 18-Month Maintenance Bond.

NOW THEREFORE BE IT RESOLVED by the Council of the Borough of Perkasia, as follows, that the Financial Security Fund for the Nyce Minor Subdivision project is hereby reduced by the amount of \$18,360.00 to the sum of \$3,240.00, with Perkasia Borough holding

the \$3,240.00 for the 18-Month Maintenance Bond, and refunding the Developer \$18,360.00, less any outstanding professional fees.

IT IS FURTHER RESOLVED that the Borough Manager is hereby authorized to sign the Escrow Reduction.

THIS RESOLUTION WAS DULY ADOPTED by the Borough Council of Perkasio Borough on the 15th day of July, 2024.

BOROUGH OF PERKASIE:

ATTEST:

By: _____
James Ryder, Council President

By: _____
Andrea L. Coaxum, Secretary



GILMORE & ASSOCIATES, INC.
ENGINEERING & CONSULTING SERVICES

July 3, 2024

Project No.: 23-06078

Andrea L. Coaxum
Borough Manager
Borough of Perkasio
620 W. Chestnut Street
P.O. Box 96
Perkasie, PA 18944

Reference: Nyce Minor Subdivision
Financial Security Escrow Release Request #1-Final

Dear Andrea:

Gilmore & Associates Inc. (G&A) has reviewed the Financial Security Escrow Release request from Malisa Nyce dated June 19, 2024. Per the Development Agreement dated February 2024, a financial security fund in the form of cash has been provided to Perkasio Borough in the amount of \$21,600.00. This request for release is for the total financial security fund, which includes the construction contingency and engineering/inspection/legal as delineated on the attached breakdown. All work associated with the stormwater management portion of this project has been completed. An 18-Month Maintenance Bond shall be posted in the amount of \$3,240.00 and provided to the Borough.

Once the 18-Month Maintenance Bond noted above is posted, G&A would recommend reducing the financial security fund by Twenty-One Thousand Six Hundred Dollars and Zero Cents (\$21,600.00) to the amount of Zero Dollars (\$0.00). Payment shall be made to the Borough by the Applicant for all outstanding legal and engineering invoices through the Professional Services Escrow.

Please schedule this as an agenda item for the next meeting. If you have any questions regarding the above, please contact this office.

Sincerely,

Douglas C. Rossino

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

DCR

Enclosures: As Referenced

cc: Cassandra L. Grillo, CZO, Zoning Officer and Code Enforcement Administrator
Megan McShane, Executive Assistant
Rebecca Deemer, Finance Director
Jeffrey P. Garton, Esq., Borough Solicitor
Gregory A. & Malisa Ann Nyce, Owner/Applicant
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

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

July 3, 2024
Release #1-Final

CERTIFICATE OF COMPLETION

NYCE MINOR SUBDIVISION

We, the undersigned, hereby certify that the improvements in connection with the Minor Subdivision and Construction Improvement Plans prepared for 1017 N. Ridge Road dated August 18, 2023 and last revised January 8, 2024 and the Development Agreement of Nyce Subdivision dated February 2024 have been completed to the extent that the financial security fund may be reduced by **\$21,600.00** dollars to the amount of **\$0.00** dollars.

Douglas C. Rossino

Borough Engineer

07/03/2024

Date

Borough Manager

Date



ESCROW STATUS REPORT

SUMMARY OF ESCROW ACCOUNT

PROJECT NAME:	Nyce Minor Subdivision	TOTAL CONSTRUCTION:	\$ 18,000.00	AMOUNT OF WORK IN PLACE THIS PERIOD:	\$ 18,000.00
PROJECT NO.:	23-06078	TOTAL CONSTRUCTION CONTINGENCY:	\$ 1,800.00	REQUIRED RETAINAGE THIS RELEASE (0%):	\$ -
PROJECT OWNER:	Gregory A. & Malisa Ann Nyce	TOTAL ENG/INSP/LEGAL:	\$ 1,800.00	AMOUNT OF THIS RELEASE:	\$ 21,600.00
		TOTAL ESCROW POSTED:	\$ 21,600.00		
MUNICIPALITY:	Perkasie Borough			TOTAL ESCROW RELEASED TO DATE:	\$ 21,600.00
ESCROW AGENT:	Perkasie Borough			TOTAL ESCROW REMAINING:	\$ -
TYPE OF SECURITY:	Cash	RELEASE NO.:	1-Final	TOTAL CONSTR. CONTINGENCY RELEASED THIS PERIOD:	\$ 1,800.00
AGREEMENT DATE:	February 2024	RELEASE DATE:	July 3, 2024	TOTAL ENG/INSP/LEGAL RELEASED THIS PERIOD:	\$ 1,800.00
				TOTAL RETAINAGE TO DATE:	\$ -
				TOTAL CONSTRUCTION AVAILABLE FOR RELEASE:	\$ -

ESCROW TABULATION					CURRENT RELEASE		RELEASED TO DATE		AVAILABLE FOR RELEASE		RELEASE REQ # 2
CONSTRUCTION ITEMS					QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY	TOTAL AMOUNT	QUANTITY
I. <u>STORMWATER MANAGEMENT</u>											
1. Infiltration Bed	LS	1	\$ 13,000.00	\$ 13,000.00	1	\$13,000.00	1	\$13,000.00		\$ -	
2. Level Spreader	LS	1	\$ 5,000.00	\$ 5,000.00	1	\$5,000.00	1	\$5,000.00		\$ -	

AGREEMENT

THIS AGREEMENT made and concluded this ____ day of _____, 2024, by and between the **BOROUGH OF PERKASIE**, a municipality organized and existing pursuant to the laws of the Commonwealth of Pennsylvania maintaining a principal place of business in Perkasio, Pennsylvania (hereinafter referred to as “**BOROUGH**”), and the **PERKASIE TOWN IMPROVEMENT ASSOCIATION, A NON PROFIT ORGANIZATION**, maintaining a principal place of business in Perkasio, Pennsylvania (hereinafter referred to as “**PTIA**”).

WITNESSETH:

WHEREAS, **PTIA** submitted an application for a Tourism Grant with the Bucks County Tourism Agency which said grant requested funds in connection with the Visit Bucks County Program. The purpose of which was to create and install a mural on the freight car located at the Southeastern Pennsylvania Transportation Authority freight station (SEPTA) located in Perkasio Borough, Bucks County Pennsylvania; and

WHEREAS, A Thirteen Thousand Five Hundred (\$13,500.00) Dollar grant was approved by the Visit Bucks County Tourism Program to **PTIA** for the purpose of the creation and installation of the mural as noted previously; and

WHEREAS, the **BOROUGH** prepared the request for proposal to be issued for the purpose of receiving submissions from interested artists to actually design and paint the mural at the site identified previously; and

WHEREAS, the parties hereto have agreed to cooperate with each other with respect to the implementation of the project all of which shall be in accordance with terms and conditions of this Agreement.

NOW, THEREFORE, intending to be legally bound and for other good and valuable consideration, the parties hereto agree as follows:

1. **SEPTA**. The parties acknowledge that the **BOROUGH** has the relationship with SEPTA including the right of entry to allow for the mural installation and continued maintenance and will be negotiating a future lease or leases with SEPTA for utilization of the freight station.

To the extent that any further agreements are required with SEPTA, the **BOROUGH** agrees it will be responsible for developing and executing those agreements with SEPTA.

2. **VISIT BUCKS COUNTY.** PTIA will communicate with Visit Bucks County regarding any change in the project scope, any extension of the grant timeline, the grant closeout reporting obligations and other requirements that are part of the program. The parties hereto both acknowledge and agree to comply with the terms and conditions set forth in the Visit Bucks County Grant Award.

3. **ARTIST.** PTIA will provide input concerning the appearance of the mural and selection of the artist, but the final decision will be made by the **BOROUGH** who will contract with the artist. As part of the selection process, in addition to receiving input from PTIA, the **BOROUGH** will also manage any public input and review the proposed mural with the SEPTA Content Committee, but as noted previously, the final decision with respect to the mural design will be up to the **BOROUGH**. PTIA will reimburse the **BOROUGH** up to Thirteen Thousand Five Hundred (\$13,500.00) Dollars for the cost of the artist or any other direct expenses related to the project that are not encompassed within the match required as noted in this Agreement.

4. **MATCHING FUND.** The parties acknowledge that the grant awarded to PTIA is the amount of Thirteen Thousand Five Hundred Thousand (\$13,500.00) Dollars but an additional Four Thousand Five Hundred (\$4,500.00) Dollars is required as a “match” to the Visit Bucks County Grant. To that end, the **BOROUGH** will be responsible for securing the Four Thousand Five Hundred (\$4,500.00) Dollar match which may be in the form of paint, equipment, in kind labor, or a financial contribution.

5. **ROAD CLOSURES AND PUBLIC SAFETY CONCERNS.** The **BOROUGH** shall be responsible for planning and executing road closures and providing any and all public safety required at the site when the mural is being painted.

6. **COMMUNICATIONS.** To the extent that either party intends to issue any public communication about the mural project both parties acknowledge and agree to recognize the importance of the other party with respect to the receipt of the grant and the implementation of the grant. Both parties and their members commit to a positive supportive communication in all public communication including, but not limited to written, verbal, digital, or social media communication. In addition to recognizing each other’s participation, any communications will also give credit to the Bucks County Tourism Grant Program for funding the project.

7. **PROGRAM DIRECTOR**. Subject to the concurrence of the **BOROUGH**, **PTIA** will designate the program director in accordance with the Visit Bucks County Grant Program.

8. **TIME LIMITATION**. All grant funds must be expended within twelve (12) months and a grant completion report shall be submitted within twelve (12) months of receipt of the grant funds which shall be a cooperative venture, but the primary responsibility for completing the report shall be borne by **PTIA**. **PTIA** acknowledges the completion report is identified as item number six (6) in the terms and conditions of the award recipients' responsibilities for the Visit Bucks County initiative.

9. **INDEMNIFICATION**. **PTIA** agrees to hold harmless Visit Bucks County and the County of Bucks, their staff, marketing partners, board directors, public officials and the like from any losses or claims incurred as a result of any legal action brought in connection with the use of the tourism grant funds or in connection with any matter related to the tourism grant process.

10. **INSURANCE COVERAGE**. The **BOROUGH** will provide the required insurance coverage on behalf of **PTIA** and will provide proof of insurance to the Visit Bucks County Program and upon request of Visit Bucks County, County of Bucks, or the like, will add them as additional insureds on the relevant policy.

11. **MISCELLANEOUS**. This Agreement constitutes the entire Agreement between the parties as it relates to the issues set forth herein. No modifications shall be valid unless reduced to writing and signed by the parties hereto. This Agreement shall be interpreted in accordance with the law of the Commonwealth of Pennsylvania and if a dispute should arise the parties agree that the appropriate venue to resolve such dispute is the Court of Common Pleas of Bucks County, Pennsylvania.

12. The person executing this Agreement on behalf of the parties hereto warrants and represents to the other that he/she has authority to execute this Agreement and this Agreement was duly approved by the governing body of each of the respective parties to this Agreement.

[Remainder of Page Intentionally Left Blank - Signature Page to Follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

ATTEST:

PERKASIE BOROUGH

Andrea L. Coaxum, Secretary

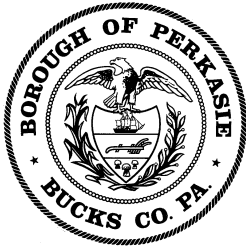
By: _____
James Ryder, Council President

ATTEST:

PTIA

Name: _____
Title: _____

By: _____
Name: _____
Title: _____



BOROUGH OF PERKASIE

INTER-OFFICE MEMORANDUM

TO: Andrea L. Coaxum

FROM: Linda Reid

SUBJECT: Memorandum of Understanding, Perkasio Rotary

The annual Under the Stars Car Show is scheduled for 5pm-9pm on Saturday August 17th. The event requires a significant number of adult volunteers to run successfully. It has become increasingly difficult to find a sufficient number of adult volunteers in recent years.

Perkasio Borough is deeply grateful to the Perkasio Rotary Club for their offer to provide volunteers to staff and manage the show car parking for this important community event.

Attached please find a Memorandum of Understanding, signed by the Perkasio Rotary Club, which details the responsibilities of each party. The Memorandum notes that Perkasio Borough will donate half of the day-of show car registration fees to the Perkasio Rotary Club in recognition of their time and commitment to the event.



BOROUGH OF PERKASIE

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

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

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered between the Borough of Perkasio, Bucks County, Pennsylvania 18944 (hereinafter referenced as “the Borough”) and the Perkasio Rotary Club, (hereinafter referenced as “the Rotary”).

- A. This Memorandum of Understanding establishes a collaborative arrangement between the Borough and the Rotary for the safe and organized execution of the Borough’s annual “Under the Stars Car Show” (hereinafter referenced as “the show” or “the event”).
- B. Perkasio Borough acknowledges and is deeply thankful for the invaluable support of the Perkasio Rotary in planning and executing this community event.
1. The Rotary will provide sufficient manpower to greet drivers as they arrive to the town center, direct drivers to the various show car parking locations, and instruct and assist drivers in parking correctly and safely for the show. The Rotary will nominate 2-3 individuals who will manage parking operations on the day of the event. These individuals will attend a monthly planning meeting, hosted by Perkasio Borough from May through August.
 2. The Rotary will have all participating volunteers attend 2 meetings as follows:
 - A volunteer briefing meeting, led jointly by the Borough and the Rotary, and held approximately one week before the event date
 - A safety briefing meeting, led by the Borough’s Emergency Management team, and held on the day of the event.
 3. Members of the Rotary are not employees of the Borough, they are volunteers working on behalf of the Rotary. Volunteers for the Perkasio Rotary will sign Perkasio Boroughs Volunteer Release Form.
 4. Perkasio Borough will provide equipment necessary, including but not limited to walkie-talkies, safety vests, maps, clipboards, and water.
 5. Perkasio Borough will manage all other aspects of event execution, including but not limited to planning, 3rd party contracts, entertainment, advertising, show car registration and staging, event trash & recycling, electric, road closures and emergency management.
 6. Perkasio Borough invites the Rotary to set up a booth with fundraising activities at the event, and to judge and present a trophy at the event.

7. Perkasio Borough will acknowledge the Rotary by placing the Rotary logo on at least one 20' over the road banner, on the full color event poster and social media artwork, on the show T shirts, in the Perkasio Connection newsletter, on the registration form and any other printed materials, on the event page on the Borough's website, and our social media pages.

8. Within 60 days of the event, the Borough will pay the Rotary 50% of the registration fees paid by show car exhibitors on the day of the event.

9. This MOU will commence on the full execution, below, and shall remain in effect for as long as the Perkasio Rotary and Perkasio Borough agree to collaborate on the Under the Stars Car Show.

Signed for the Perkasio Rotary this 10th day of July, 2024 by:

Ted Fravel - Perkasio Rotary Club President

Ted Fravel

Signed for Perkasio Borough, with gratitude for the work and contributions of the Perkasio Rotary, this
_____ day of _____, 2024 by:

COMMUNITY & ECONOMIC DEVELOPMENT REPORT – July 9, 2024

Economic Development

- A new tenant has signed the lease for the FROX retail space on 7th St.
- **Ideal Bodyworks** is expected to submit final paperwork to allow us to issue their U&O – this business is moving across the street to 534 W. Market St (formerly Painted Sprigs)
- **Sage Aesthetics** has approved building permits and is under construction. This business is moving into 7 N. 7th St (formerly Bloom Flower Co.)
- **Cannon Chiropractic** was issued a U&O and is open at the corner of 7th & Market (formerly Curzon Chiropractic)
- A new **games arcade** has completed the zoning process and we are awaiting plans and a building permit application for 520 W. Walnut St (formerly It's Grooming Time)
- The **Walnut St Pottery** was successful in their application for a Special Exception for their Home-Based Business and Roadside Stand on E. Walnut St.
- The Zoning Hearing Board discussion concerning the proposed **Kenel** at 7th & Park Ave was continued to a later date.
- The Borough's engineer provided feedback on submitted plans for the "**Glassworks**" development. We are waiting on a response from the applicant.
- The new owner of the currently vacant **Methodist Church** on 5th St. has completed the zoning process for the community center use. We are waiting on building permit submission and DEP mailer from the applicant.
- Maintaining inventory of commercial space available for lease/sale in the Borough.
- Working with a number of individuals hoping to find a commercial location. Meetings with businesses to clarify zoning and permitting for future plans.
- Perkasio Borough has been awarded a DCED Keystone Communities Planning Grant for \$25,000. The grant will allow the Borough to engage a consultant to create an updated Economic Development Plan. Working on a second draft of an RFP for consulting services following feedback from the Chair of Council's Economic Development Committee.

PLANNING / ZONING:

- **TEMPORARY FIXED VENDORS:** Recommendation for updating Borough ordinance is with Borough attorney for review and draft. Continuing enforcement of Transient Retail Ordinance for all mobile food establishments operating in the Borough.
- **NOISE:** Conducted research on noise ordinances and created recommendations. Aiming for review with Public Safety Committee
- **SPECIAL EVENTS:** draft ordinance in front of Borough Council for review. Revised Special Event Permit Application and a new Block Party Permit Application are both in front of Council for review.
- **URBAN FARMING:** Have draft ordinance and recommendations for "Roadside Stands". No action this month.
- **EVSE:** Wilson Engineering will have recommendations back with Perkasio Borough mid-late July. Report will include a migration and funding plan for Borough fleet and recommendations for new EV ordinances for the Borough. Background: Perkasio Borough was awarded DEP Technical Assistance to create a strategy and recommendations for EV & charging infrastructure readiness, adoption and deployment.
- **SMALL CELL WIRELESS:** Considering adoption of a standard ordinance regulating "small cell" wireless facilities in the public right of way. No action this month.

- Responded to Zoning, Property Maintenance and Land Development & Subdivision applications and questions as necessary.

PERKASIE BOROUGH COMMUNITY EVENTS

- **Farmers Market Outdoor Season 2024:** sustained turnout for this popular community event.
- **Celtic Festival:** no action this month
- **Earth Day:** no Earth Day event in 2024
- **Summer Concert Series:** Season opener is on Wednesday July 10th, expecting a great turnout for tribute band Whole Lotta LED. Series schedule published on website and social media.
- **Under the Stars Car Show:** will take place from 5pm-9pm on Saturday August 17th. Art poster published. Website and social media updated. Held planning meetings with Perkasio Rotary, Ragtops & Roadsters and Borough Department Heads. Memo of Understanding detailing collaboration with the Perkasio Rotary is in front of Council.
- **Fall Festival:** planning has begun.
- **America's Oldest Tree Lighting:** planning has begun.
- **Indoor Farmers Market:** Tentative plans to run bi-weekly 2024-25 market at the Fire House, opening in November.

COMMUNITY EVENTS / 3RD PARTY

- The 52nd annual Community Day and Fireworks took place on Sunday July 7th. Successful collaboration between the Perkasio Rotary and Perkasio Borough created a memorable and enjoyable event. Great feedback and photos on social media.
- Received inquiry from The Craftery to run The Craftery Market in Perkasio twice next year: May and November.
- Met with Lee Metzger to discuss initial planning for Perkasio's 150th anniversary celebration, 2029. No action this month
- July's First Friday event took place on July 5th. The theme this month was Red White & Food Trucks. Next event is August 2nd. These events are presented by the Perkasio Town Improvement Association.

RESIDENT COMMUNICATION

- Managing resident issues through resolution as necessary.
- Continuing regular social media posts and updating alerts on Borough website.

OTHER PROJECTS

- **SEPTA FREIGHT CAR:** Received 5 artist submissions. Economic Development Committee review meeting, advertised and open to the public, is scheduled for Wednesday July 10th. Aiming to recommend one artist to Borough Council and award the bid by end August. Staff will continue to work with the artist to finalize the mural design and artwork, which must be reviewed and approved by SEPTA's Content Committee. Mural installation is funded by a \$13,500 Visit Bucks County Tourism Grant award. Perkasio Borough developed the grant application which was submitted by the PTIA.
- **NEXLEVEL** permits, Code issues and other property file matters all being logged on NexLevel. Continuing to work with developer on reporting and other system customization.
- **CYBERSECURITY:** Staff is working on IT inventory and compiling materials for our application for Phase 2: Planning Phase of the "Rural and Municipal Utility Cybersecurity (RMUC) Advanced Cybersecurity Technology (ACT) 1 Prize". If our application is successful, Phase II will provide winners with \$100,000 and

80 hours of additional Technical Assistance.

Background: Perkasie Borough was awarded \$50,000 and 80 hours of Technical Assistance in Phase I: Commitment Phase.

PROFESSIONAL DEVELOPMENT / CONFERENCES / MEETINGS:

- Attended the PENNSYLVANIA DOWNTOWN CENTER ANNUAL CONFERENCE, 6/23 – 6/26



October 10, 2023

File No. 20-01259

Andrea L. Coaxum, Borough Manager
Borough of Perkasio
620 W. Chestnut Street
P.O. Box 96
Perkasie, PA 18944

Reference: Perkasio Borough Covered Timber Bridge (CN 2023-03)
Bid Rejection Recommendation

Dear Ms. Coaxum:

Pursuant to your request, Gilmore & Associates, Inc. (G&A) has reviewed the bid submitted for the Request for Bids for Engineering and Design Consultation Services for the Rehabilitation of the Perkasio Borough Covered Timber Bridge located in Lenape Park. It is our understanding that the engineering and design consultation services will be funded using PEMA funds. The Borough received a total of one (1) bid which was publicly opened on-line on September 6, 2023 at 10:00 AM. The bid was from Greenman-Pedersen, Inc. (GPI). A copy of the PennBid Results has been attached for your review.

Upon review, the bid submitted was found to be complete in accordance with the bid documents except for the Bid Bond, which had no one attesting to the signature of the Bidder. Since there was only one (1) bidder, the Solicitor has found it acceptable to request a replacement bond with the required information. However, it is the understanding of our office that the bid amount exceeds the PEMA funds received by the Borough to fund the engineering and design consultation services. Also, updated bonding requirements (§200.325) under the Code of Federal Regulations has recently been released which would eliminate all bonding requirements for this bid. Therefore, we recommend that Council reject the bid at their next public meeting and rebid the project in an attempt to obtain more bids, due to the elimination of the bonding requirements, at an amount that will be covered by the PEMA funds.

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

Sincerely,

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

DCR

Enclosure: As referenced

cc: Jeffrey Tulone, Public Works Director
Megan McShane, Executive Assistant
Lauren Moll, Director of Parks and Recreation
Erik Garton, P.E., E.V.P., Gilmore & Associates, Inc.

Worksheet
Extended Price Analysis

Reference Number	Description	Type	UOM	Quantity	Extended Estimate	GPI - Greenman-Pedersen, Inc.	Average
Bid Price Ratio						100%	
Total Extended						\$255,800.00	
Default Item Group						\$255,800.00	
1	Engineering and Design Consultation Services	Base	LS	1		\$255,800.00	\$255,800.00

Perkasie Borough Council hears update on Lenape Skate Park revitalization plan

By **JOHN WORTHINGTON** | jworthington@montgomerynews.com

PUBLISHED: June 20, 2024 at 7:15 p.m. | UPDATED: June 20, 2024 at 7:16 p.m.

PERKASIE — The Perkasie Borough Council Monday evening received an update on the Lenape Skate Park revitalization plan.

The update was provided by members of the Skate Park Subcommittee, which was formed by the borough in the fall of 2023 to develop a renovation plan. On the recommendation of the subcommittee, the borough approved funding for a new double mini half-pipe and a new asphalt pad.

Joel Nieto, a member of the Skate Park Subcommittee, informed the council that the new mini half pipe will include a spine ramp to enable a range of tricks and maneuvers. He also said that the subcommittee agreed to rename the skate park, “The Spine at Lenape Park.” Subcommittee members also discussed some graphic design ideas, including designs that incorporate the history of Perkasie to foster a sense of local pride.

“With the recent new asphalt and brand new mini half pipe on the way, the skate park is already heading in a tremendous direction that will ensure it will thrive and be something that the community can enjoy,” said Nieto.

The new half pipe is scheduled to be installed the last week of the month.

Perkasie Community Garden lease proposal

The council discussed a lease proposal for the Perkasie Community Garden. Owned by the Kenneth Kratz Real Estate Company, the 0.35-acre residential lot offers 12-foot-by-12-foot plots to community members. Council said that the Kratz family is considering leasing the garden to the borough to help cover some operational costs. Council president Jim Ryder noted that the fair market value is between \$90,000 and \$100,000.

After some discussion, the council expressed interest in the proposal if funding can be made available. Council member Scott Bomboy suggested potential sponsorship opportunities to offset the costs.

Borough events

Fire chief Jason Trotter said that the fire company's annual carnival fundraiser will be held on June 25-29 at Lenape Park. He expressed hope that the fundraiser will help offset some of the company's recent expenses, including truck repairs and new tires.

Dale Haring of the Perkasio Lions Club announced that the club will provide an annual \$1,000 sponsorship to make the Kulp wading pool free of charge to the community. The pool is open on weekdays from 10 a.m. to 2 p.m., from June 10 to Aug. 9.

Council also approved a Grow a Pair 5K event on August 23 from 6 to 8 p.m., accepted the resignation of Bethany Schwendy from the Parks & Recreation Board and swore in two new police officers — Justin Nice and Mark Compas. Additionally, Mayor Jeff Hollenbach took the opportunity to proclaim July as National Park and Recreation Month.

The next Perkasio borough council meeting is on July 15 at 7 p.m. For more information, visit perkasioborough.org.