



BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454

Phone: 215-699-4424 • Fax: 215-699-3991

<http://northwalesborough.org>

**COUNCIL MEETING
REMOTE ACCESS ONLY
Tuesday, April 27, 2021 – 7:00 P.M.**

Salvatore Amato
James Cherry
Sherwin Collins
Ronald S. Little, Jr.
Wendy McClure

Sally Neiderhiser
Eion O'Neill
James Sando
Mark Tarlecki
Gregory J. D'Angelo, Mayor

**Call to Order, Date and Time
Roll Call
Pledge of Allegiance**

1. Public Comment

2. Presentation: 2020 Municipal Annual and Financial Report Review

3. Consideration: Approval of Delaware Valley Property and Liability Trust Agreement

4. Consideration: Approval of \$150,000 RACP Grant Match Request for the NPVFC

5. Consideration: Approval of Change Order #4 (\$1,354.80) - 2020 Paving Project

6. Consideration: Acceptance of Center Street Sidewalk Extension Proposal

7. Consideration: Approval of COAs: 223 S. Main St. & 137-141 S. Main St. (NPVFC)

8. Consideration: Appointment of Labor Counsel

9. Consideration: Approval of Minutes: 4/13/2021

10. Consideration: Approval of Disbursements: \$138,207.59

11. Old Business/Committee & Board Reports/Zoning Applications

12. Solicitor / Mayor / Council / Chief of Police / Manager

Adjournment

COVID-19 RESTRICTIONS:

In response to the Governor's Stay Home Order due to the COVID-19 health pandemic, this meeting will be conducted via ZOOM. All members of Council, staff and public will participate remotely. The public may join this meeting by either telephone using the dial in number or entering the URL on an internet browser. Below you will find instructions on how to access and participate in the meeting:

Meeting URL:

- <https://us02web.zoom.us/j/82749787062?pwd=TFIzZbzFLNnpSeEM3WXcxzFzSHEwZz09>
- **Meeting via Zoom App:** if you have the Zoom App on your smartphone, tablet, or computer, open the program, click join a meeting, and enter the Meeting ID: 827 4978 7062
- **Meeting dial in number (no video):** 1-929-205-6099
- **Meeting ID number:** (to be entered when prompted): 827 4978 7062
- **Meeting Password:** 943202

All interested parties may participate through the Zoom Conference link on the date and time noted above and when called upon by the Council President. The public may also submit questions or comments prior to the meeting by e-mail to chart@northwalesborough.org; these must be received no later than 12 Noon on April 27, 2021. Persons with disabilities who wish to attend the meeting and require auxiliary aid, service, or other accommodation to participate in the meeting should contact North Wales Borough at 215-699-4424 or by e-mail to chart@northwalesborough.org.

Mayor's Office Hours:

2 nd & 4 th Tuesdays	2:00 - 4:00 P.M.
2 nd & 4 th Wednesdays	7:00 - 8:30 P.M.

Monthly Meeting Information:

Boards and Commissions

HARB	3 rd Wednesday of Month
Historic Commission	3 rd Tuesday of Month
Human Relations Commission	3 rd Thursday of Month, as Needed
Nor-Gwyn Pool Commission	2 nd Thursday of Month – 7:30 P.M.
Park & Recreation Board	2 nd Thursday of Month
Planning Commission	1 st Wednesday of Month
Shade Tree Commission	2 nd Thursday of Month
Zoning Hearing Board	1 st Tuesday of Month, as Needed

All above meetings begin at 7 P.M. in the Municipal Building, unless noted otherwise.

North Wales Water Authority	3 rd Wednesday of Month 5:00 P.M., 200 W. Walnut Street
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Please note: The meeting is being digitally recorded.



NOTICE

As per the requirements of the Borough Code as amended, the following presents the financial statement (General Fund) of North Wales Borough for the year ended December 31, 2020.

NORTH WALES BOROUGH

COMBINED STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCES

GENERAL FUND

YEAR ENDED DECEMBER 31, 2020

REVENUES	
Taxes	\$ 1,262,678
Licenses and permits	76,939
Fines and forfeits	12,412
Interest, rents and royalties	72,638
Intergovernmental revenues	93,089
Charges for services	80,638
Miscellaneous revenue	37,826
TOTAL REVENUES	<u>1,636,220</u>
EXPENDITURES	
General government	366,033
Public safety	702,961
Public works, highways, roads, streets and other	106,706
Culture and recreation	6,543
Employer paid withholding	74,919
Employer paid benefits	110,837
Insurance	76,330
Workmen's compensation	32,691
Miscellaneous expense	640
TOTAL EXPENDITURES	<u>1,477,660</u>
EXCESS OF REVENUES OVER EXPENDITURES	<u>158,560</u>
OTHER FINANCING SOURCES (USES)	
Contributions transferred to pension	(61,232)
Operating transfers out	(206,700)
TOTAL OTHER FINANCING SOURCES (USES)	<u>(267,932)</u>
NET CHANGE IN FUND BALANCE	(109,372)
FUND BALANCE AT BEGINNING OF YEAR	<u>3,807,876</u>
FUND BALANCE AT END OF YEAR	<u>\$ 3,698,504</u>

A complete copy of the audit report prepared by an independent certified public accountant will be available for public inspection from 8:00 a.m. to 4:00 p.m. at the North Wales Borough Administration Building, 300 School Street, North Wales, Pennsylvania.

NORTH WALES BOROUGH

MONTGOMERY COUNTY, PENNSYLVANIA

RESOLUTION _____

A RESOLUTION AUTHORIZING THE PARTICIPATION OF NORTH WALES BOROUGH IN THE DELAWARE VALLEY PROPERTY & LIABILITY TRUST FOR THE PURPOSE OF POOLING LIABILITY RISKS WITH OTHER TRUST PARTICIPANTS IN ACCORDANCE WITH THE PENNSYLVANIA POLITICAL SUBDIVISION TORT CLAIMS ACT AND THE PENNSYLVANIA INTERGOVERNMENTAL COOPERATION LAW.

The Borough Council of North Wales Borough located in Montgomery County, Pennsylvania does hereby resolve as follows:

Section 1. That the Borough Council President for North Wales Borough (hereinafter the "Municipality") is hereby authorized to execute the Delaware Valley Insurance Trust Agreement ("Trust Agreement") for the participation of the Municipality in the Delaware Valley Insurance Trust d/b/a the Delaware Valley Property & Liability Trust (the "Trust"), which Agreement is attached hereto as **Exhibit "A"** and is on file for inspection and review at the offices of the Municipality. The Trust Agreement may be amended after the adoption of this Resolution in accordance with the terms and conditions contained therein.

Section 2. That the participation of the Municipality in the Delaware Valley Property & Liability Trust is authorized for the following purposes:

1. To provide adequate and affordable insurance coverage to each Trust Participant at the lowest possible cost by pooling or sharing of certain liability risks;
2. To reduce the amount and frequency of losses incurred by each Trust Participant which are covered under the Trust Coverage Document, attached hereto as **Exhibit "B"** and is on file for inspection and review at the offices of the Municipality;
3. To minimize costs incurred by Trust Participants in the handling and litigation of claims; and
4. To protect each Trust Participant from the volatility and high premiums of the commercial insurance market.

Section 3. As set forth in the Trust Agreement and as otherwise stated herein, the following conditions, among others, apply to the participation of the Municipality in the Delaware Valley Property & Liability Trust:

1. That each Trust Participant must meet the admission and eligibility requirements set forth therein.
2. That each Trust Participant agrees to pay all annual premiums, contributions and assessments when due as provided in the Trust Agreement and By-Laws;
3. That each Trust Participant uses its best efforts to provide appropriations for the payment of any contributions, premiums and assessments required by the Trust;
4. That each Trust Participant institute any and all safety regulations, loss prevention measures or risk management procedures as may be required for the purpose of minimizing or eliminating hazards or risk that could contribute to losses;
5. That each Trust Participant cooperate fully with the Trust's service and fiscal agents, attorneys, claims adjusters and any agents or employees of the Trust with respect to the investigation, defense and settlement of claims;
6. That each Trust Participant designate a contact person to be responsible for all contacts with the Trust;
7. That each Trust Participant provide any information to the Administrator/Executive Director or Board of Trustees as may be required to effect the purposes and objectives of the Trust.

Section 4. That the Municipality agrees to participate in the Delaware Valley Property & Liability Trust for a minimum period of two (2) years, subject to the terms and conditions of the Trust Agreement. After the expiration of that minimum two-year period, the Municipality may withdraw under the following conditions, among others, as provided in the Trust Agreement:

1. An opinion is rendered by the Trust certified actuary that withdrawal will not result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;
2. That the withdrawing Participant is not then in default of its obligation to pay premiums, contributions or assessments;
3. That the withdrawing Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and at all times thereafter;
4. Upon effective date of withdrawal, or at any time thereafter, a Participant may be required to pay assessments as required by the Board of Trustees in accordance

with the Trust Agreement and the By-Laws based on any deficits which were caused by any claims paid while that Participant was provided coverage under the Trust Coverage Document; and

5. That the Board of Trustees shall have received a certification from the Trust actuary that the withdrawal of the Participant will not reduce the actuarial soundness of the Trust and, if any municipal debt has been incurred by the Participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will not adversely affect the tax-exempt status of any interest paid and any debt incurred by the Participants, or any legal entity created for the purpose of incurring such debt. As used herein, the term "debt" includes any municipal bonds, certificate, letters of credit or other instruments of municipal indebtedness.

Section 5. The effective date of the participation of the Municipality in the Delaware Valley Property & Liability Trust will be **May 1, 2021**.

Section 6. Each Trust Participant delegates to the Board of Trustees of the Delaware Valley Property & Liability Trust the powers enumerated in the Trust Agreement, including the right to expel Participants under certain conditions.

Section 7. As set forth in the Trust Coverage Document, the Municipality shall be provided coverage for the following risks:

1. Commercial General Liability;
2. Business Automobile Liability;
3. Police Professional/Law Enforcement;
4. Public Officials Liability; and
5. Any other risks specified in the Trust Coverage Document.

Section 8. All contributions, premiums and assessments paid by the Municipality shall be made with funds appropriated or budgeted by the Municipality for that purpose. If permitted under state and federal law, the Municipality may incur debt for the purpose of financing any excess insurance coverage, as set forth in the Trust Agreement.

Section 9. The organizational structure of the Trust shall consist of a Board of Trustees, an Administrator/Executive Director, a claims administrator/loss control consultant and various service agents appointed by the Board of Trustees in accordance with the Trust Agreement and any By-Laws adopted pursuant thereto.

Section 10. As set forth in the Trust Agreement, the funds required for the operation of the Trust shall be provided by the Trust Participants through annual appropriations.

Section 11. The Trust commenced operations on January 1, 1989 and will continue until terminated by two thirds (2/3) vote of all Trust Participants.

Section 12. Coverage under the Trust shall be provided from January 1 through December 31 of each Trust year to all Trust Participants in accordance with the Trust Agreement.

Section 13. As a condition of participating in the Delaware Valley Property & Liability Trust, the Municipality agrees to comply with the following conditions:

1. That it will make any required initial contribution upon admission to the Trust;
2. That it will timely pay all annual premiums and assessments as may be required by the Board of Trustees;
3. That it will appoint a representative to sit on the Board of Trustees and designate a contact person for the purpose of communicating with the Trust or its representatives;
4. That it will not withdraw from the Trust for a period of two (2) years following its admission to the Trust;
5. That it may withdraw from the Trust only upon satisfaction of the conditions set forth in the Trust Agreement;
6. That it agrees to perform all covenants contained in the Trust Agreement and delegate to the Board of Trustees the powers and authorities enumerated in the Trust Agreement;
7. That it will comply with all the conditions set forth in the Trust Coverage Document governing the handling of claims, including the defense and settlement thereof;
8. That it will appropriate or budget the funds needed to pay all contributions, premiums and assessments as may be required by the Board of Trustees in accordance with the Trust Agreement; and
9. That it will cooperate with the Trust, its agents or employees and provide the Trust with all information it needs for the operation of the Trust, including any underwriting or claims data which it may be requested by the Board of Trustees or their designee.

Section 14. The Delaware Valley Property & Liability Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for its employees.

Section 15. This Resolution is being adopted pursuant to the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §§2301 *et seq.*

Section 16. All other resolutions or any part thereof, insofar as they are inconsistent with this Resolution, are hereby repealed.

Duly presented and unanimously adopted by the Borough Council of North Wales Borough at a public meeting held on April 27, 2021.

By: _____
James Sando, Borough Council President

I certify that the above Resolution was duly adopted by the Borough Council of North Wales Borough at a public meeting held on April 27, 2021 at which a quorum of the Borough Council of the Municipality was present and voting, and further that the Resolution remains in full force and effect.

Attest: _____
Christine A. Hart, Secretary

DELAWARE VALLEY INSURANCE
TRUST AGREEMENT

Final
1/25/89
(As Amended 1/1/11)

**DELAWARE VALLEY INSURANCE
TRUST AGREEMENT**

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
Parties	1
Preamble	1
ARTICLE I DEFINITIONS	
1.01 Definitions	3
1.02 Interpretation	6
ARTICLE II TRUSTEES	
2.01 Qualifications of a Trustee	6
2.02 Composition of Board of Trustees	7
2.03 Election of Trustees	7
2.04 Resignation of a Trustee	7
2.05 Removal of Trustees	7
2.06 New Trustees	7
2.07 Board Chairman and Executive Committee	8
ARTICLE III PARTICIPANTS	
3.01 Eligibility Requirements	8
3.02 Approval of Participants	9
3.03 Premiums	10
3.04 Obligations, Duties and Liabilities of Participants	11
3.05 Expulsion and Withdrawal of Participants	12

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE IV ACCEPTANCE OF TRUST	
4.01 Acceptance	16
4.02 Future Trustees	16
4.03 Trustees' Duties and Obligations	16
4.04 Liability of Trustees	16
ARTICLE V OPERATION OF THE TRUSTEES	
5.01 Office	17
5.02 Meetings	17
5.03 Extraordinary votes	17
5.04 Indemnification	18
ARTICLE VI PURPOSE OF THE TRUST; POWERS OF TRUSTEES	
6.01 Purposes of Trust	20
6.02 Powers of Trustees	20
6.03 Payment of Claims and Coverage Disputes	25
ARTICLE VII OPERATION OF THE TRUST FUNDS; REVENUES	
7.01 Payment of Premiums, Contributions and Assessments	26
7.02 Establishment of Bank Accounts	28
7.03 Dividends and Rate Stabilization Fund	28
7.04 Deficits	28
7.05 Bonds	29

TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
ARTICLE VIII	
AMENDMENTS	
8.01 Amendments Not Requiring Consent of Trustees	29
8.02 Amendments Requiring Consent of Trustees	29
8.03 Limitation on Amendments	29
ARTICLE IX	
TERMINATION	
9.01 Term of Trust	29
9.02 Termination of Trust	30
ARTICLE X	
MISCELLANEOUS	
10.01 Title to the Trust	30
10.02 Execution of Documents	30
10.03 Notice	30
10.04 Construction	31
10.05 Counterparts	31
10.06 Subrogation	31
10.07 Defense by Trust	31
10.08 Limitation of Liability	31
10.09 Arbitration	31
10.10 General Representations of Participants.....	32
10.11 Severability of Invalid Provisions	32

DELAWARE VALLEY INSURANCE

TRUST AGREEMENT

This is the Delaware Valley Insurance Trust Agreement (the "Trust Agreement"), dated as of January 1, 1989, by and among local agencies as hereinafter defined) of the Commonwealth of Pennsylvania which are now and hereafter parties signatory to this Agreement, as may be amended from time to time.

WITNESSETH:

WHEREAS, certain municipalities, authorities and intergovernmental organizations in the Commonwealth of Pennsylvania desire to pool together to provide insurance protection and benefits to themselves and their employees through the purchase of insurance and/or by self-insuring for insurable risks; and

WHEREAS, the Parties to this Agreement are also "local agencies" within the meaning of the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 et seq.; and

WHEREAS, the Pennsylvania Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541 et seq., authorizes local agencies of the Commonwealth of Pennsylvania, including those who are parties to this Agreement, to pool or share their insurance risks (as hereinafter defined) by creating self-insurance risk pools or plans, and/or entering into joint agreements for the purpose of purchasing commercial insurance; and

WHEREAS, the local agencies of the Commonwealth of Pennsylvania who are parties to this Agreement are also authorized to create self-insurance risk pools and to enter into joint agreements for the purchase of commercial insurance by the Pennsylvania Intergovernmental Cooperation Law, 53 Pa.C.S.A. §2301 et seq.; and

WHEREAS, the local agencies of the Commonwealth of Pennsylvania who are parties to this Agreement wish to pool together to provide insurance protection against certain insurance risks by creating the Delaware Valley Insurance Trust and hereby execute this Trust Agreement; and

WHEREAS, the local agencies who are parties to this Agreement (hereinafter referred to as the "Participants" or "participating municipalities") have hereby created the Delaware Valley Insurance Trust for the purpose of providing all Participants with comprehensive general liability, business automobile liability, police professional/law enforcement liability, public officials liability, property damage insurance protection and all other coverages set forth in the Trust Coverage Document which is hereby incorporated by reference; and

WHEREAS, the Participants have hereby created the Delaware Valley Insurance Trust for the purpose of providing both primary and excess coverage, if possible, and to provide claims administration and loss control services for all Participants, all for the purpose of minimizing claims losses and reducing premiums and costs associated with claims handling and administration; and

WHEREAS, funds will be paid initially by all Participants and continue to be paid from time to time by Participants to a Board of Trustees (the "Trustees"), which funds will constitute trust funds to be held for the exclusive benefit of the Participants, including payment of certain expenses on behalf of the Participants; and

WHEREAS, all Participants wish to enter into this Trust Agreement with a promise to make an initial contribution and a first annual Premium payment by no later than January 1, 1989, or at some other date to be determined by the Board of Trustees; and

WHEREAS, the Participants desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Trust funds, and the Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement; and

WHEREAS, the Delaware Valley Insurance Trust is hereby designated as a "business trust" pursuant to 15 Pa. C.S.A. §9501 with the express understanding that such designation will not have any effect upon the tax exempt status of the Trust under federal or state law;

WHEREAS, the Trustees and the Participants desire to establish the terms and conditions under which the Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the initial sums described in the attached Schedule 1 and all income and profits therefrom, and such other

sums, income and profits as hereinafter may be made part of the Trust, to the Trustees, and the Trustees hereby accept the trusts herein contained and the funds described in the attached Schedule 1 and declare that they will administer, manage, collect, receive, dispose of, and distribute such trust property for the benefit of the Participants as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The terms defined in this Section 1.01 and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 and said Preamble.

Actuary - The actuarial firm selected by the Trustees, whose duties shall include, but not be limited to, the evaluation of underwriting or loss data submitted by eligible municipalities and the rendering of opinions and certifications as required by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Adjustments - A decrease or increase of a participating municipality's annual premium as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Administrator or Trust Administrator - The individual or entity responsible for the day to day operations of the Trust.

Agreement or Trust Agreement - The Delaware Valley Insurance Trust Agreement, as set forth herein and as amended from time to time.

Application - The documents which must be submitted by all eligible municipalities for admission to the Trust, including, but not limited to, any underwriting or loss data, or any other information which an eligible municipality may be required to provide for admission to the Trust.

Assessments - Any additional payment(s) to the Trust which a Participant may be required to make as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws if the Surplus is exhausted by, among other things, the payment of catastrophic claim(s).

Board of Trustees - The governing body of the Delaware Valley Insurance Trust whose members or Trustees are selected in accordance with the Trust Agreement and By-Laws.

By-Laws - The By-Laws governing the operation of the Trust as adopted and amended by the Board of Trustees in accordance with this Agreement.

Contact Person - An individual designated by each Participant as a liaison between that Participant and the Board of Trustees, and the Trust's officers, employees or agents.

Covered Occurrences - Those occurrences or events for which the Trust shall assume liability as set forth in the Trust Coverage Document.

Covered Party - Any person or entity defined as such in the Trust Coverage Document.

Coverage Period - The one year period in which each Participant will be provided coverage under the Trust Coverage Document in exchange for the payment of an annual premium for that coverage period.

DVLISC - Delaware Valley Liability Insurance Study Committee.

Declarations of Coverage - Specific types of coverages, including applicable limits and deductibles, provided by the Trust to each Participant. This information is set forth in the Declarations issued to each participant.

Deficit - When expenses, claims payments, claims reserves and claims incurred but not reported (IBNR) for any coverage period exceed the total premiums collected for that period.

Effective Date - A date determined by the Trustees on which a Participant will be provided insurance coverage as set forth in the Declarations.

Executive Committee - The executive committee appointed by the Board of Trustees in accordance with Section 2.07 hereof.

Expulsion - The involuntary removal or termination of a Participant from the Trust by action of the Trustees as provided in Section 3.05 hereof and any applicable By-Laws.

Fiscal Agent - A financial institution selected by the Board of Trustees to handle and invest the monies held in the various accounts administered by the Trust.

Initial Contribution - The initial payment made by each Participant upon admission to the Trust.

Initial Participants - Participants who are initial signatories to this Agreement and become Participants in the Trust on or before January 1, 1989.

Insurance - Various forms of coverage provided to Participants by the Trust, including coverage for general liability, business automobile liability, law enforcement liability, public officials legal liability and property damage coverage, as more fully described in the Trust Coverage Document. "Insurance" includes excess insurance and reinsurance.

Local Agency - Any municipality, authority or intergovernmental organization which is a "local agency" within the meaning of the Pennsylvania Political Subdivision Tort Claims Act.

Municipality - Any political subdivision of the Commonwealth of Pennsylvania as defined in the Pennsylvania Political Subdivision Tort Claims Act. This definition includes any townships or boroughs eligible for participation in the Delaware Valley Insurance Trust.

Operating Fund - Funds dedicated for the general purpose of paying claims and all administrative expenses of the Trust.

Participant - Any local agency of the Commonwealth of Pennsylvania eligible to participate in this Trust which becomes a party to this Agreement and the participation of which has not been terminated or cancelled in accordance with the Trust Agreement and By-Laws.

Premium - The amount of money determined by the Board of Trustees and charged to each participant during the Trust Year, on an annual basis in exchange for the coverage provided to each participant under the Trust Coverage Document.

Rate Stabilization Fund - A Fund established by the Trust which can be used by Participants to defray the cost of their annual premiums.

Service Agents - One or more service companies or consultants employed by the Trustees to be responsible for underwriting matters, claims administration, loss control, accounting and such other duties as determined by the Board of Trustees and specified by contract.

Service Contract - Any contract for service between the Trustees and a Service Agent.

Surplus - Net worth of the Trust since the Trust's inception.

Termination Premium - Payment required of all Participants who are expelled from the Trust, as determined by the Board of Trustees.

Trust - The Delaware Valley Insurance Trust. Also, as of November, 2017, doing business as the "Delaware Valley Property & Liability Trust".

Trust Coverage Document - The document which sets forth the actual coverages provided by the Trust, as amended from time to time.

Trust Year - The first fiscal year of the Trust shall commence on January 1, 1989 and end on December 31, 1989. Thereafter the Trust fiscal year shall run from January 1 to December 31 of all subsequent years.

Trustee - Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriting Consultant - Advisor or firm selected to assist Trust with underwriting and rating requirements for current Participants and new applicants. Underwriting consultant shall consult with Trust Actuary as needed and as required.

1.02 Interpretation. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II

TRUSTEES

2.01 Qualifications of a Trustee.

(a) A Trustee shall be either (1) an elected or appointed official of a Participant, including any Township or Borough Managers, or (2) an employee of a Participant with expertise in finance or risk management.

(b) A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing service to the Trust.

2.02 Composition of Board of Trustees.

The Trust shall be governed by a Board of Trustees. No municipality shall be represented by more than one Trustee on the Board of Trustees. However, a Participant may authorize its Trustee to appoint an Alternate for a scheduled meeting or event of the Board. An Alternate shall have the full voting rights and powers granted to the Trustee.

All members of the initial Board of Trustees shall be appointed to serve a term commencing upon September 1, 1988 and expiring on December 31, 1989.

2.03 Election of Trustees.

The initial Board of Trustees shall provide in the By-Laws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee. A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairman of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees.

A Trustee may be removed from office in accordance with the By-Laws if he fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof; and may be removed if he fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a 2/3 vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

(a) In the event a Trustee resigns, is removed or is otherwise unable to serve, the Participant represented by that Trustee shall appoint a replacement to complete the original Trustee's term of office.

(b) Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Board Chairman and Executive Committee.

The Trustees shall elect a Chairman of the Board by simple majority vote whose duties shall be set forth in the By-Laws. The Trustees shall also appoint an Executive Committee by majority vote consisting of not less than five (5) Trustees, two of whom will be the Chairman and Vice Chairman of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two-thirds majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairman of the Board of Trustees.

ARTICLE III

PARTICIPANTS

3.01 Eligibility Requirements.

(a) Participation in the Trust shall be limited to authorities, intergovernmental organizations and municipalities of the Commonwealth of Pennsylvania with any such municipalities limited to those populations of under 100,000 persons.

(b) Each Participant shall meet the underwriting standards established by the Board of Trustees.

(c) Each Participant shall have a loss or claims history which does not present an undue risk to the actuarial soundness of the Trust.

(d) Each Participant must receive a positive recommendation from the Underwriting Consultant or loss control manager prior to acceptance. This recommendation will be based upon a loss control survey conducted by the underwriting consultant or loss control manager which will include an evaluation of the applicant's loss or claims history and risk management procedures.

(e) Each applicant must be professionally managed, utilizing International City management Association ("ICMA") Recognition Criteria, or satisfy equivalent management criteria adopted by the Executive Committee.

(f) Each successful applicant must comply with the guidelines established by the loss control consultant or manager employed by the Trust.

(g) Each applicant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) years, which period is necessary to assure the fiscal and actuarial soundness of the self-insurance risk pool.

The Board of Trustees may establish additional requirements for participation in the Trust by majority vote.

3.02 Approval of Participants.

(a) Initial Participants who are signatories to this Agreement as of January 1, 1989 must have submitted an application to the Delaware Valley Liability Insurance Study Committee ("DVLISC"); such application must have been approved by majority vote of that Committee. Upon approval of an applicant, the DVLISC must have certified in writing that the successful applicant has satisfied all the admission criteria. The effective date for admission of all initial Participants shall be January 1, 1989. The coverage period for all Initial Participants under the Trust Coverage Document shall commence on January 1, 1989 upon payment of an initial contribution and annual premium.

(b) All subsequent applicants must be approved by two-thirds (2/3) majority vote of the Board of Trustees. The Administrator must certify in writing that the successful applicant has met all the criteria for admission to the Trust.

(c) All applicants, including initial Participants, must pay an application fee which shall be based upon the actual cost of processing the application and completing the loss control survey for each applicant.

(d) Each application must contain the following information:

- (1) Underwriting and claims data for a three (3) to five (5) year period prior to submission of the application;
- (2) Detailed information regarding the organization, personnel and administration of the applicant, as requested by the Underwriting Consultant;
- (3) Names of all previous insurers and premium data for the three (3) to five (5) year

period prior to submission of the application;

- (4) Operating budgets and other financial information as may be required by the Underwriting Consultant for a period of one to five (5) years prior to submission of the application;
- (5) Any other information required by the Board of Trustees or any of the Trust's officers, attorneys, service agents, consultants or employees.

(e) Each Participant shall submit evidence satisfactory to the Trustees of approval for participation by its governing body, including any ordinances which may be required under state law.

(f) If municipal debt has been incurred for the financing of any self-insurance reserves, whether primary or excess, then no municipality shall be admitted to the Trust unless an opinion is obtained from Bond Counsel that admission of that municipality will not impair the tax exempt status of any outstanding indebtedness.

(g) Upon approval of all subsequent Participants by the Board of Trustees, the Board shall establish the effective date for the insurance coverage provided to that Participant under the Trust Coverage Document.

(h) Upon execution of this Agreement by a Participant, such applicant shall become a Participant in the Trust and shall be bound by all terms and conditions hereof, including the payment of Premiums when due.

3.03 Premiums.

(a) Premiums shall be established by the Trustees in consultation with the Underwriting Consultant . Annual premium estimates shall be established at least thirty (30) days before commencement of the Trust Year for which that premium applies.

(b) Premiums shall be due and payable as determined by the Trustees, in accordance with this Agreement and the Trust By-Laws.

3.04 Obligations, Duties and Liabilities of Participants.

(a) Each Participant agrees to fulfill all obligations and duties set forth in this Agreement. The withdrawal or expulsion of any Participant pursuant to this Article III shall not affect this Agreement nor the Trusts created herein, except where otherwise expressly provided.

(b) Each Participant is liable under this Agreement for the payment of premiums, contributions and assessments when due, and agrees to make an Initial Contribution upon admission to the Trust.

(c) Each Participant will use its best efforts to provide appropriations for the payment of any contributions, premiums and assessments required by the Trust.

(d) Each Participant agrees to institute any and all reasonable safety regulations and loss prevention procedures that may be required by the Executive Committee for the purpose of minimizing or eliminating hazards or risks that could contribute to losses. Participants have right to appeal such requirements to the Trustees, and the decision of the Trustees shall then be final.

(e) Each Participant agrees that it will cooperate fully with the Trust's Administrator, service agent(s), attorneys, claims adjusters and any other agent or employee of the Trust in relation to the purpose and powers of the Trust, including , but not limited to, the investigation, defense and settlement of claims.

(f) Each Participant agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees, the Administrator and the service agent(s) shall not be required to contact any other individual except the Contact Person in dealing with the Participant. Any notice to or any agreements with the Contact Person shall be binding upon the Participant. Each Participant reserves the right to change the Contact Person from time to time by giving written notice to the Administrator.

(g) The Participants agree that any suit brought against them shall be defended in the name of the Participant by counsel selected by the Trustees in accordance with the Trust Coverage Document. Full cooperation shall be extended by such Participant to supply any information needed or helpful in such defense.

(h) The Participants will furnish to the Trustees such underwriting information as may be required by the Trust prior to

the end of the Trust Year, and any other information which may be requested by the Board.

(i) Participants hereby acknowledge and agree that this Agreement may be amended, altered or modified pursuant to Article VIII hereof. Any amendment adopted pursuant to the provisions of Article VIII hereof shall be considered by each Participant to be a reasonable and proper amendment to the Agreement.

(j) The Participants also agree to submit all coverage disputes to the appropriate subcommittee of the Board of Trustees, whose decisions shall be appealable to the entire Board. Once a decision is rendered by the Board in a coverage dispute, the Board's decision shall be final and legally binding on the Participants and the Trust. Neither the Trust nor the Participants shall have any right to challenge the Board's decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board.

(k) The Participants further agree that once a decision is rendered by the Board in a dispute regarding the expulsion or withdrawal of a Participant, the Board's decision shall be final and legally binding on the Participants and the Trust. Neither the Trust nor the Participants shall have any right to challenge the Board's decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board.

3.05 Expulsion and Withdrawal of Participants.

(a) Expulsion. The Trustees shall have the authority by an affirmative vote of two-thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, including but not limited to, the following:

- (1) Failure to pay any premiums, contributions or assessments when due;
- (2) Failure to implement a reasonable safety or loss prevention program or other failure to implement guidelines required by the consultant or manager hired by the Trust;

- (3) Failure to cooperate with any loss control service and fiscal agents of the Trust or with any attorney representing that Participant in the defense of any claim covered under the Trust Coverage Document;
- (4) Failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the handling, settlement or defense of any claims covered under the Trust Coverage Document;
- (5) Knowing and willful failure to observe and perform any covenants, conditions or agreements on its part to be observed or performed in the Trust Agreement and any related document, including the Trust Coverage Document;
- (6) The filing of a case in bankruptcy, or the subjection of any right or interest of a Participant under the Trust Coverage Document to any execution, garnishment, attachment, adjudication of such Participant as a bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition applicable to that Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;
- (7) The assignment by a Participant of any right or interest in the Trust Coverage Document without first obtaining the approval of the Board of Trustees as required by the Trust Coverage Document; and
- (8) Knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust.

Expulsion shall become effective after sixty (60) days written notice to the Participant, or ten (10) days written notice for non-payment of Premium, and no liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof.

The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board and present any evidence on its behalf before the Board renders its decision in accordance with procedures adopted by the Executive Committee. All decisions by the Board of Trustees regarding the expulsion of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

The Participant, upon notification of expulsion by the Trustees, understands coverage will terminate and the Participant will be responsible to secure adequate provision for any and all coverages either by insurance or self-insurance so that such coverage is in effect on the effective date of the Participant's expulsion.

Upon expulsion, a Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon expulsion, a Participant will be required to pay a Termination Premium and may be required to pay additional assessments as determined by the Board of Trustees. A Participant may be required to pay assessments, after the effective date of its expulsion caused by deficits which occurred because of claims which were paid while that Participant was afforded coverage under the Trust Coverage Document.

(b) Withdrawal by a Participant. As provided herein, each Participant hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it was first admitted as a Participant. In addition, it is also agreed that each Participant may withdraw from the Trust after giving one hundred fifty (150) days prior written notice to the Trust Administrator at any time after the expiration of the two year period unless:

- (1) An opinion is rendered by the Trust's certified Actuary that such withdrawal will result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;
- (2) That the withdrawing Participant is then in default of its obligation to pay premiums, contributions or assessments; and
- (3) The Board of Trustees shall have received a certification from the Trust actuary that the withdrawal will reduce the actuarial

soundness of the Trust, and if any debt has been incurred by the Participants to finance any portion of the Trust reserves, an opinion is obtained from bond counsel that such withdrawal will adversely affect the tax exempt status of any interest paid on any debt incurred by the Participants, or any legal entity created for the purpose of incurring such debt. As used herein, the term "debt" includes any bonds, certificates, letters of credit or other instruments of municipal indebtedness.

Any Participant who withdraws from the Trust shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon the effective date of withdrawal, or any time thereafter, a Participant may be required to pay assessments as required by the Board of Trustees in accordance with this Agreement and the By-Laws based upon any deficits which were caused by any claims paid while that Participant was provided coverage under the Trust Coverage Document.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Board of Trustees who shall decide the dispute by majority vote. All decisions by the board of Trustees regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

(c) Liability of Trust after Withdrawal or Expulsion of a Participant.

(i) For those liabilities covered on an occurrence basis by the Trust Coverage Document, the Trust shall continue to service, defend and otherwise be responsible for any claim which arose prior to expulsion or withdrawal of a Participant which is covered under Section 10.08 hereof, including incurred but not reported claims.

(ii) For those liabilities covered on a claims made basis the Trust shall continue to service, defend and otherwise be responsible only for claims reported during a Trust Year, or a portion of a Trust Year, in which the municipality participated in the Trust, subject to any extended reporting periods agreed upon by the Trust and the Participant.

(iii) The Trust will not cover, defend, or otherwise be responsible for, a claim which arises out of an act, error, or omission occurring after the effective date of the Participant's withdrawal or expulsion.

(iv) In addition to forfeiture as provided in subsections 3.05 (a) and (b) above, no dividends or Rate Stabilization Fund monies shall be paid to a Participant who has been expelled from the Trust or to any Participant who has voluntarily withdrawn after the effective date of withdrawal or expulsion.

ARTICLE IV

ACCEPTANCE OF TRUST

4.01 Acceptance. Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trusts in accordance with the terms and conditions of this Agreement. Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees. Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the Office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations. The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt By-Laws for the management and control of the Trust, so long as such By-Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said By-Laws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

(a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission

to act, performed or omitted by them, in the execution of the trusts created hereunder.

(b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

(c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

(d) The Board of Trustees shall use their best efforts to purchase so-called directors and officers liability insurance.

ARTICLE V

OPERATION OF THE TRUSTEES

5.01 Office. The Trustees shall designate a principal office of the Trust. Such principal office shall be in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings. There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting the Trustees shall elect a Chairman and such other officers as provided in the By-Laws and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the By-Laws.

5.03 Extraordinary Votes. Unless otherwise specifically stated in this Agreement, an affirmative vote of two-thirds (2/3) of all Trustees shall be required to expel or admit a Participant, amend this Agreement, or determine a prudent or necessary purpose for which money from Surplus may be used.

5.04 Indemnification.

(a) The Trust shall indemnify and defend: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys, fees and any other liability that may be incurred as a result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

(b) Such indemnification and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suitor proceeding is begun, prosecuted or threatened.

(c) The right of indemnification and defense hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

(d) In each instance in which a question of defense and/or indemnification hereunder arises, determination to indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination

finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

(e) The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from operating funds.

(f) The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a trustee at his or her own expense.

(g) (i) Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(ii) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(iii) Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

(iv) Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses

under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI

PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purposes of Trust. The purposes and objectives of the Trust are as follows:

(a) To provide adequate and affordable insurance coverage for each Participant at the lowest possible cost by the pooling or sharing of certain insurance risks;

(b) To reduce the amount and frequency of losses incurred by each Participant which are covered under the Trust Coverage Document;

(c) To minimize costs incurred by Participants in the handling and litigation of claims;

(d) To protect each Participant from the volatility and high premiums of the commercial insurance markets; and

(e) To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as required in the Trust Agreement and By-Laws.

The association being formed hereunder is intended to be a trust under the laws of the Commonwealth of Pennsylvania.

It is the express intent of the Participants entering into this Trust Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their commissioners, supervisors, council persons, officers or employees have now, and may have in the future, under the Pennsylvania Political Subdivision Tort Claims Act, any other applicable statutes or under the common law.

6.02 Powers of Trustees. The Trustees shall have the power to control and manage the Trust and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants. In addition to the powers set forth elsewhere in this Agreement,

the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

(a) To see that the Trust is safely and prudently administered to insure its financial stability and to be responsible for the investment of Trust monies at the best return possible in accordance with all applicable state and federal law.

(b) To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.

(c) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

(d) To borrow or raise money for the purpose of financing any self-insurance reserves of the Trust to the extent authorized under state and federal law. However, no municipal debt shall be incurred by the Trust, its participating municipalities or any entity created for that purpose without the consent of all participating municipalities and compliance with all state and federal law.

(e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To employ suitable agents, advisors and other persons as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney or Service Agent approved by the Trustees in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By-Laws or the written minutes of the Trustees' meetings.

(h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the

title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

(i) To construe and interpret this Trust Agreement and any related documents, including the By-Laws, and the Trust Coverage Document.

(j) To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.

(k) To maintain bank accounts for the administration of the Trust and to authorize certain Trustees, the Trust Administrator, Service Agents or other appropriate persons to make payments from any such account for purposes of the Trust.

(l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

(m) To adopt By-Laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including membership criteria, provided the same are consistent with the terms of this Agreement.

(n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

(o) To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and any other types insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.

(p) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants, employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.

(q) To write off as uncollectible any Participant's Premium or any other indebtedness or other obligation as the Trustee may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the unlikelihood of collection or the anticipated expense of collecting justifies such action. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.

(r) To receive premiums, contributions or assessments from any source whatsoever but such premiums, contribution or payments may not be utilized for any purpose unrelated to the purposes herein provided.

(s) To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.

(t) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

(u) To review Applications for memberships in the Trust submitted to them and to approve or disapprove such Applications.

(v) To expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.

(w) To amend the Trust Coverage Document by two thirds (2/3) majority vote as provided in that Document.

(x) To make provision for proper accounting and reporting procedures for each of the Participants so that the Participants shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled, and the impact of those claims upon the Trust.

(y) To purchase an employee fidelity bond covering the Trustees, the Administrator and such others as the Trustees may determine.

(z) To require assessments from each Participant in an amount equal to the ratio of that Participant's annual premium to the total annual premium contributed by all Participants in the year in which a deficit occurred. Such payment shall not exceed two (2) times the Participant's annual premium for the year in which the assessment must be paid. Such amounts shall be certified by the Board as necessary for that purpose to the Participants.

(aa) To hold all property received by the Trustees, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.

(bb) To appoint for a fee or otherwise, a Trust Administrator who shall act at the direction of the Trustees to implement the decisions of the Trustees and to have direct responsibility for the operation and supervision of the Trust. The Trust Administrator shall not be an owner, officer or employee of the Service Agent or broker of the Trust.

(cc) To employ and oversee one or more independent service companies and/or consultants to act as Service Agent(s). The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent(s) shall be compensated from the Trust for such services. The Trustees may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Premiums, and other duties as are specified in the Service contract. The Trustees shall require any Service Agent who handles monies of the Trust to furnish an employee fidelity bond indemnifying the Trust. The proper limit of liability to be set for such bond shall be as determined by the Trustees, but not less than a fifty thousand (\$50,000) dollar limit per loss should be established.

(dd) To employ counsel to advise and represent the Trustees on legal matters relating to the operation and administration of the Trust, and represent Participants in the defense of claims or suits.

(ee) To employ an independent certified public accountant to conduct an annual audit of the financial statements of the Trust at the close of the Trust Year, such audit report to be submitted to the Participants no more than six (6) months after the close of the Trust Year.

(ff) To employ a Fiscal Agent and delegate to it the duties to hold the moneys of the Trust and to invest and reinvest funds in accordance with the requirements of the Agreement.

(gg) To appoint any subcommittees of the Board as may be necessary for the operation of the Trust.

(hh) To employ an actuarial firm to review, at least annually, the expected losses, IBNR calculations and recommend surplus requirements for the Trust.

(ii) At least annually, to review, study, and consider the claims payments of each of the Participants, the pro-rata

savings to the Trust resulting from overall loss experience attributed to each of the Participants, the pro rata portion of any investment earnings of the Trust attributed to each Participant and the pro rata portion of the cost of all excess insurance allocated to each Participant, as well as the pro rata allocation as determined by the Trustees of the other and necessary administrative expenses of the Trust, in order reasonably to determine the actual pro rata costs, expense and loss experience of each Participant in order to maintain as nearly as possible an equitable and reasonable administration of the Trust as applied to each Participant.

(jj) To fully and finally resolve all coverage disputes between Participants and the Trust and any disputes regarding the withdrawal or expulsion of any Participants; and

(kk) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary in the best interests of the Trust.

6.03 Payment of Claims and Coverage Disputes. The Executive Committee shall be responsible for adopting guidelines for the handling and payment of claims. The decision of whether to settle or pay a claim shall be made in the first instance by the manager responsible for claims handling, acting under the general supervision of the Trust Administrator. The decision to settle or defend a claim may then be reviewed by the Executive Committee, whose decision may be reviewed by the Board of Trustees at the request of the Participant. A decision by the entire Board to settle a particular claim made against a Participant shall be final. A refusal by a Participant to consent to such a settlement or execute the documentation required to effect a settlement, shall relieve the Trust from any further obligation to defend that Participant under the provisions of the Trust Coverage Document.

Any disputes between a Participant and the Trust as to whether a particular claim is covered under the provisions of the Trust Coverage Document shall be decided in accordance with the coverage dispute resolution procedures adopted by the Board of Trustees. Coverage disputes shall include the refusal to defend or indemnify a Participant or Covered Party, or discontinue or withdraw a defense of a Participant or Covered Party. The findings and recommendations of the five member subcommittee of the Board ("Appeals Committee") may be submitted to the entire Board at the request of the Participant or Covered Party. A decision by a majority of the Board adopting, amending or rejecting the findings and recommendations of the Appeals Committee shall be final and legally binding on the Trust and the Participant involved in the coverage dispute, with no right to challenge the Board's decision before any arbitration panel or court of competent jurisdiction. The Trust and the Participant do, however, reserve the right to

enforce the Board's decision by filing an appropriate action in any court of competent jurisdiction.

ARTICLE VII

OPERATION OF THE TRUST FUNDS; REVENUES

7.01 Payment of Premiums, Contributions and Assessments.

Each Participant hereby agrees to make payments into various funds established under the Trust as set forth below:

(a) Initial Contribution - The initial payment made by all Participants upon their admission to the Trust which shall include:

- (1) An amount to provide for losses and general operating expenses of the Trust;
- (2) A contribution to Surplus; and
- (3) Any amounts which must be dedicated to debt service as required by the Board of Trustees in the event that municipal indebtedness is incurred for risk financing purposes.

(b) Annual Premiums - Annual premiums must be paid by each Participant as a condition for obtaining coverage for a single coverage period. These premiums shall be established, and may be adjusted upward or downward on an annual basis, by the Executive Committee in accordance with this Agreement and the Trust By-Laws. Premiums shall be determined by the Executive Committee in accordance with the guidelines adopted by the Executive Committee based upon the actual claims or loss histories of each Participant. Premiums shall include:

- (1) An amount to provide for losses and general operating expenses of the Trust;
- (2) A contribution to Surplus, as required by the Executive Committee; and
- (3) Any amounts which must be dedicated to debt service as required by the Board of Trustees in the event that municipal indebtedness is incurred for risk financing purposes.

(c) Assessments - Any additional payments to the Trust which a Participant may be required to make upon a finding by the Board of Trustees , Underwriting Consultant, and the Trust Actuary

that funds available for the payment of claims have been exhausted by, among other things, the payment of catastrophic claims and such assessments are required to preserve the fiscal and actuarial soundness of the Trust and its ability to pay claims and otherwise satisfy any outstanding indebtedness.

All assessments shall be made in an amount equal to the ratio of the Participant's annual premium to the total annual premium contributed by all Participants in the Trust year in which a deficit occurred. No Participant shall be required to pay any assessments in a single Trust year greater than two times the annual premium paid by that Participant for the Trust year in which the assessment is to be made.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any assessments for any periods during which that Participant was provided coverage under the Trust Coverage Document.

(d) Termination Premium - Upon recommendation of the Executive Committee, the Board of Trustees shall determine the amount of the Termination Premium due and owing on or after the effective date of a Participant's expulsion, as the Board of Trustees may determine. The Termination Premium shall be sufficient to pay any outstanding premiums and assessments due and owing on the effective date of the Participant's expulsion. An initial estimate of the Termination Premium shall be determined by the Board of Trustees at least forty-five (45) days before the effective date of a Participant's expulsion, and a final Termination Premium shall be determined no later than sixty (60) days after that effective date of the Participant's expulsion.

(e) After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any assessments for any periods during which that Participant was provided coverage under the Trust Coverage Document.

(f) All premium estimates and assessments shall be determined by the Executive Committee at least thirty (30) days before the commencement of the Trust year during which those payments must be made by the Participants. This will permit the Participants to adequately budget and appropriate the sums needed for those payments.

7.02 Establishment of Bank Accounts. The Trust Administrator shall establish one or more bank accounts, which may be interest or non-interest bearing accounts, with the Fiscal Agent in the name of the Trust.

7.03 Dividends and Rate Stabilization Fund.

(a) Dividends - Subject to Section 3.05 of this Agreement, any funds in Surplus as the Trustees may deem necessary or prudent may be returned to the Participants by the Board of Trustees. Dividends paid to each Participant will be based upon the loss experience of the Trust as a whole, the size of each Participant's Premiums, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Underwriting Consultant certifies to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and its ability to satisfy any indebtedness incurred by the Trust, any Participant or any other entity on behalf of the Trust in furtherance of its purposes and objectives. When municipal debt has been incurred by the Trust, its Participants, or any other entity created for that purpose, an additional certification will be required from Bond Counsel that such dividends will not adversely affect the tax exempt status of any outstanding municipal debt.

(b) Rate Stabilization Fund ("RSF"). A fund established by the Board of Trustees as a way of returning surplus funds to Participants to be used as credits toward the payment of their annual premiums upon renewal. The total amount appropriated for the RSF is determined by the Executive Committee. Each Participant receives a share of that appropriation based on their proportion of the total annual premiums paid to the Trust and the losses incurred by the Trust.

7.04 Deficits. In the event of a deficit for any Trust Year, the deficit shall be made up from any of the following:

- (1) Any premiums paid by the Trust Participants;
- (2) Unencumbered funds, including monies from the Surplus; and
- (3) Any assessments paid by Participants as required by the Board of Trustees in and in the event the Surplus is exhausted by, among other things, the payment of catastrophic claim(s).

7.05 Bonds. The Trustees shall require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees.

ARTICLE VIII

AMENDMENTS

8.01 Amendments Not Requiring Consent of Trustees.

The terms and provisions of this Agreement may be amended at any time by a two-thirds (2/3) vote of the Executive Committee for one (1) or more of the following purposes:

(a) To cure any ambiguity, defect or omission in this Agreement;

(b) To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect; or

8.02 Amendments Requiring Consent of Trustees. The Board of Trustees by a two-thirds (2/3) vote may consent to and approve any other amendments approved by a two-thirds (2/3) vote of the Executive Committee and presented to the Board, as shall be deemed necessary and desirable by the Board for the purpose of modifying, altering or amending, adding to or rescinding any of the terms or provisions contained in this Agreement, including, but not limited to, the inclusion of additional types of insurance coverages, subject to the limitations contained in Section 8.03 hereof. The Executive Committee shall prescribe rules and procedures for submission of proposed amendments to the Board.

8.03 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Participants to receive dividends as provided in Section 7.03 hereof or alters the obligation of Participants to pay any assessments or contributions which may be established under Section 7.01 hereof, which amendments would jeopardize the actuarial and fiscal soundness of the Trust.

ARTICLE IX

TERMINATION

9.01 Term of Trust. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the entire Board of Trustees, acting on behalf of the Participants.

9.02 Termination of the Trust. In the event of termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding municipal indebtedness and for the payment of claims against the Trust or its Participants as may be required by the Board of Trustees,

including the deposit with the Trust of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE X

MISCELLANEOUS

10.01 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to Premiums made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder.

No Participant may assign any right, claim or interest it may have under this Agreement.

10.02 Execution of Documents. The Trustees may authorize any Trustee or the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

10.03 Notice. All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered, or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by electronic means, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Administrator.

The parties shall notify the Administrator as to any change in address.

10.04 Construction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by the Trustees and the Chief Executive officer or Manager of the local agency or municipality, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

10.06 Subrogation. Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

10.07 Defense by Trust. The Trust shall have a duty to defend all Participants and Covered Parties against claims as set forth in the Trust Coverage Document, which is incorporated herein by reference.

10.08 Limitation of Liability. Liability of the Trust to any Participant is specifically limited to those coverages provided in the Coverage Document subject to any deductible amounts Participants' liability shall be limited to the extent of the financial contributions to the Trust set forth herein, and any additional obligations as may come about through amendment hereto, including an obligation to repay any municipal debt as may be incurred by the Trust, its Participants or any entity created for that purpose. No Participant agrees or contracts herein to be held responsible for any claims in tort, contract or otherwise made against any other Participant. Nothing contained in this Agreement or in the By-laws thereto or the Coverage Document shall be deemed to create any relationship of surety, indemnification or responsibility between Participants for the debts of or claims against any other Participant.

10.09 Arbitration. With the exception of coverage disputes and disputes regarding the expulsion or withdrawal of Participants, all other disputes between a Participant and the Trust arising under this Agreement must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the parties in accordance with guidelines and procedures adopted by the Board of Trustees upon recommendation of the Executive Committee. As to any and all disputes arising under this Agreement, neither the Trust nor the Participant may file suit in any court of law except to enforce a decision by the Board of Trustees, arbitration panel or other alternative dispute resolution entity.

10.10 General Representations of Participants.

(a) The Participant is a body corporate and politic, a political subdivision of the Commonwealth of Pennsylvania, authority or intergovernmental entity under Pennsylvania law. The Participant has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute same and any documents executed in connection herewith.

(b) This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant under the laws of the Commonwealth of Pennsylvania, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as the court, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

10.11 Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, on behalf of **North Wales Borough** of the Commonwealth of Pennsylvania, I have caused this Trust Agreement to be executed as of **May 1, 2021**.

By: _____

James Sando
President, Borough Council
North Wales Borough

Witness or Attested By:

Christine A. Hart
Secretary / Borough Manager
North Wales Borough

[FOR TRUST USE ONLY]

IN WITNESS WHEREOF, on behalf of the Delaware Valley Property & Liability Trust Board of Trustees, I have executed this Trust Agreement.

By: _____

John H. Davis
Chair
Delaware Valley Property & Liability Trust

Witness or Attested By:

Robert A. Ford
Secretary
Delaware Valley Property & Liability Trust



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

Fountainville Professional Building
1456 Ferry Road, Building 500
Doylestown, PA 18901
215-345-9400
Fax 215-345-9401

2756 Rimrock Drive
Stroudsburg, PA 18360
570-629-0300
Fax 570-629-0306

Mailing:
P.O. Box 699
Bartonsville, PA 18321

559 Main Street, Suite 230
Bethlehem, PA 18018
610-419-9407
Fax 610-419-9408

www.bjengineers.com

April 21, 2021

Tom Faggioli, Vice President
Delaware Valley Paving
330 Pawlings Road
Phoenixville, PA 19460

**SUBJECT: CHANGE ORDER REQUEST NO. 4
NORTH WALES BOROUGH 2020 PAVING PROJECT
NORTH WALES BOROUGH, MONTGOMERY COUNTY
PROJECT NO. 2068028**

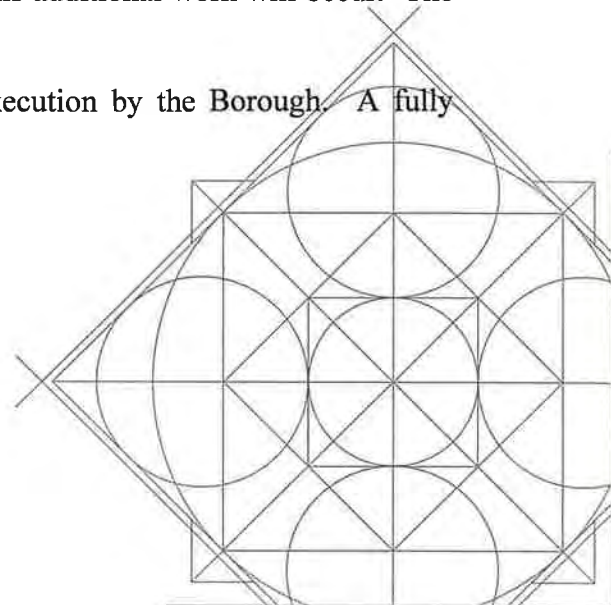
Dear Mr. Faggioli:

Change Order No. 4, dated April 21, 2021 is being submitted to address two (2) areas of concern.

1. Two (2) handicap ramps at the intersection of South 10th Street and Walnut Street (S.R. 2010) are newer constructed ramps and it was determined during design of these ramps that they did not need to be removed and replaced. This will be a deduct of \$7,500.00 from the project cost.
2. A plastic geogrid was observed under the wearing course along West Montgomery Avenue, Pennsylvania Avenue, South 4th Street, and South 5th Street. The plastic geogrid is considered a contaminated material and cannot be disposed of at a plant without processing, as originally planned. The plastic geogrid was hauled to a different facility approximately twice as far as the originally planned plant. The haul price increases the project cost by \$8,854.80.

As such, an increase in the Contract Price of \$1,354.80 for this additional work will occur. The new Contract Price is \$493,086.26.

Please return a signed copy of Change Order No. 4 for execution by the Borough. A fully executed copy will be provided for your record.



Mr. Tom Faggioli, Vice President – Delaware Valley Paving
Change Order Request No. 4
North Wales Borough 2020 Paving Project
April 21, 2021

If you have any questions concerning this information, please contact me.

Sincerely,



Melissa E. Prugar, P.E.
Municipal Engineer

MEP/tms

Enclosures

cc: Eric Faggioli, Vice President of Operations – Delaware Valley Paving
Christine A. Hart, Borough Manager – North Wales Borough
Alan R. Guzzardo, Assistant Borough Manager – North Wales Borough
Ronald D. Jackson, P.E. – Boucher & James, Inc.

S:\2020\2068028\Documents\Construction\Change Orders\Change Order No. 4\Change Order No 4-Contractor Cover Letter.doc

CHANGE ORDER NO. 4

In accordance with the Agreement between Delaware Valley Paving and North Wales Borough dated September 28, 2020 for the North Wales Borough 2020 Paving Project this Change Order describes the agreed upon changes to the Services, Schedule, and Payment for the Services.

Project: North Wales Borough 2020 Paving Project B&J Project No. 2068028 Date: April 21, 2021

The Agreement is hereby changed as follows:

1. Two (2) handicap ramps at the intersection of South 10th Street and Walnut Street (S.R. 2010) will be removed from the project scope.
2. A plastic geogrid was observed under the wearing course along West Montgomery Avenue, Pennsylvania Avenue, South 4th Street and South 5th Street. The plastic geogrid is considered a contaminated material and cannot be disposed of at a plant.

Justification for Change:

1. The two (2) handicap ramps at the intersection of South 10th Street and Walnut Street (S.R. 2010) are newer constructed ramps and it was determined that these did not need to be removed and replaced. This will be a deduct from the project cost. (-\$7,500)
2. The plastic geogrid was hauled to a different facility approximately twice as far as the originally planned plant. The haul price increases the project cost. (\$8,854.80).

CHANGE TO ESTIMATED CONTRACT PRICE *(See attachment)*

Original Estimated Contract Price:	\$ <u>480,978.21</u>
Current estimated contract price, including previous change orders:	\$ <u>491,731.46</u>
The estimated Contract Price due to this Change Order will be increased by:	\$ <u>1,354.80</u>
The new estimated Contract Price due to this Change Order will be:	\$ <u>493,086.26</u>

CHANGE TO THE ESTIMATED SCHEDULE

The Contract Time will not change.

The date for substantial completion under the contract will remain at Saturday, April 17, 2021.

EXCEPT AS PROVIDED IN THIS CHANGE ORDER, ALL TERMS AND CONDITIONS OF THE CONTRACT REMAIN UNCHANGED

Acceptance of the terms of this Change Order is acknowledged by the following signatures of the Authorized Representatives.

Delaware Valley Paving

North Wales Borough

Signature

Signature

Typed Name/Title

Typed Name/Title

Date of Signature

Date of Signature



Delaware Valley Paving, Inc.

**330 Pawlings Road
Phoenixville Pa, 19460**

www.delawarevalleypaving.com

(610)983-0567 Office

(610)983-0569 Fax

Proposal

Date 3/30/2021

Estimate # 33562

**Customer
300 School St.
North Wales, PA 19454**

**Site Location
300 School St.
North Wales, PA 19454**

Scope

C/O #4

Contact

Meilissa Prugar

Description	Qty	Rate	Total
DISPOSE OF EXISTING MILLINGS WITH PLASTIC LINING Accounts for additional disposal cost for plastic lining material Includes the following roads: A-2, A-3, A-4, C-1, C-3 Roads To be Determined: A-1, B-1, B-4, C-2, B-2, B-3	Price per Square Yard 7,379	1.20	8,854.80
DISPOSE OF EXISTING MILLINGS WITH PLASTIC LINING Total: 17,755 sq yards @ \$1.20 = \$21,306 - would be job total Accounts for additional disposal cost for plastic lining material Includes All Roads: A-1, B-1, B-4, C-2, B-2, B-3, A-2, A-3, A-4, C-1, C-3 Total Square Yardage of project shown	Price per Square Yard: 17,755	0.00	0.00

Sign & Return Accepted Copy _____

**Terms: Due Upon
Completion**

Total \$8,854.80



April 1, 2021

Christine A. Hart, Borough Manager
North Wales Borough
300 School Street
North Wales, PA 19454

RE: **Proposal for Engineering Services**
Center Street Sidewalk Extension Project
North Wales Borough, Montgomery County, PA
McMahon Project No. 821197.21

Dear Ms. Hart:

McMahon Associates, Inc. (McMahon) is pleased to submit this proposal for completing preliminary design documents and the preparation of a TA Set-aside grant application for the above referenced project. The project will include sidewalk along the north side of West Street from Shearer Street to Montgomery Avenue. Our office will complete topographic survey, prepare a preliminary design layout of the proposed sidewalk, a plan exhibit and cost estimate. These documents will be included with the TA Set-aside grant application package. The scope of services is as follows:

Scope of Services

The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing.

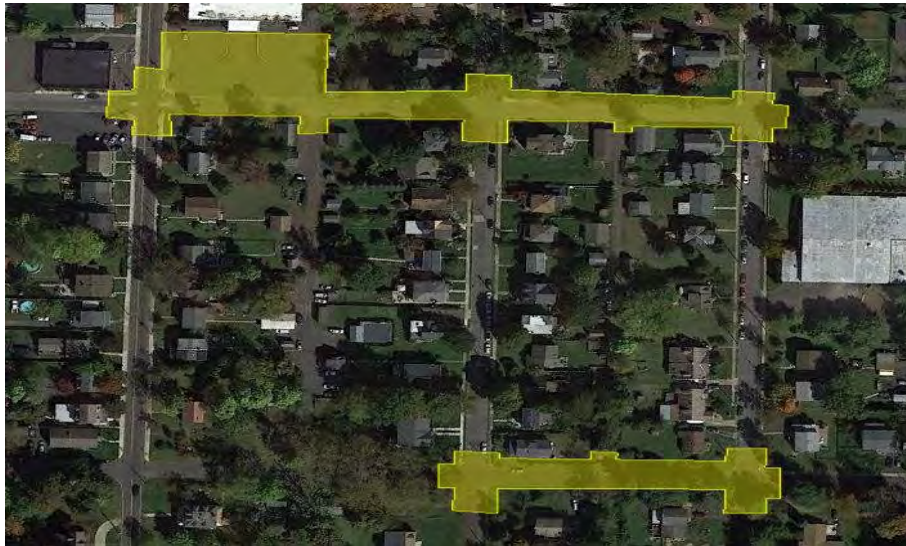
Please note that this proposal is the product of McMahon Associates, Inc. and it has been prepared exclusively in scope and fee for review and authorization only by North Wales Borough. Further distribution of this proposal or any portion of its contents to any other firm, person, or entity is not authorized without the written consent of McMahon Associates, Inc.

Task 1: Topographic Survey

The topographic survey will be obtained using the following procedures and requirements for the proposed project improvements.

- The survey will cover approximately 1300 feet along Center Street from the intersection with Washington Street to West Walnut Street (SR 2010). The survey will extend 100 feet on the cross streets along the route. Portions of 2010 Walnut parking lot will be surveyed for potential drainage improvements. Detail will be obtained on the north side of Center Street for the sidewalk design.

- The survey will also cover approximately 400 feet along West Street from the intersection with W. Montgomery Avenue to Shearer Street. The survey will extend 100 feet on the cross streets along the route. Detail will be obtained on the north side of West Street for sidewalk design.
- The limits of survey are shown below.



Procedures

- The survey datum will be tied to the Pennsylvania State Plane Coordinate System.
- Topographic coverage will cover Right-of-Way to Right-of-Way with 25' of coverage on the north side of Center and West Streets.
- Horizontal location of planimetric features will be limited to the roadway.
- The Right-of-Way lines will be reconstructed utilizing PennDOT, County and local Township public records and resources.
- AutoCAD Land Development Desktop will be used to prepare the survey. All drawing files will be in an AutoCAD Format (DWG) with a base point of 0,0,0 and a North Rotation of 0 degrees.

Requirements

- Edge of road and edge of shoulder locations.
- Roadway cross sections will be obtained on station at 25 foot intervals. Additional cross sections will be obtained at 25' intervals for sidewalk design and where there are grade breaks or a change in the terrain.
- Traffic line patterns and the location of all roadway pavement markings.
- Traffic signs with a description of each sign.
- Utility poles with identification numbers and guy wires.
- Guide rails, median barriers and traffic separation islands.
- Curbs, sidewalks and curb ramp locations.
- Surface location of drainage inlets, end walls, and manhole covers within the specified limits.
- Invert data for storm water structures within the scope of services.

- Visible utilities including water and gas valves, junction boxes and any other utility structures on or near the roadway.
- Location of underground utilities which are identifiable from utility markings and/or plan information from the results of PA One Call inquiry. The locations of underground utilities are only approximate.
- Intersecting streets and driveways, including widths and types.
- Any other topography within the specified limits which may interfere with grading, construction, or paving operations.
- Location of sanitary sewer manholes if structures are safe and accessible and access is not restricted by the governing sewer authority.

Access

This access is limited to only the areas near the project scope and will occur during normal business hours.

Research

Deed and plan research will be conducted on the surrounding parcels within the limits outlined above: Right-of-Way research will be performed utilizing the State, County and local public records and resources.

Plan of Survey

Final mapping will include the required information as well as the property line locations. In addition, property owner names, block numbers, unit numbers and tax parcel numbers will be shown on the AutoCAD drawing. Existing found monumentation on the project will be shown on the plan.

Task 2 – Preliminary Design

McMahon will complete a preliminary design layout of the proposed sidewalk along Center Street and West Street utilizing the topographic survey that minimizes impacts to adjacent properties. The preliminary design will identify required permanent easements as well temporary construction easements that will be needed for grading. In addition, the preliminary design will identify impacts to existing property features such as driveways, walkways, fencing, trees and landscaped areas. The preliminary design will be prepared in accordance with *PennDOT Design Manual, Part 2 (DM-2): Highway Design*, Publication 13M, May 2020 Edition, *A Policy on Geometric Design of Highways and Streets* (Green Book), Sixth Edition (2011), American Association of State Highway and Transportation Officials (AASHTO) and *Guide for the Planning, Design and Operation of Pedestrian Facilities*, (2004), American Association of State Highway and Transportation Officials (AASHTO). The preliminary design exhibit will include the horizontal alignment of the pedestrian facilities, project constraints and potential right-of-way requirements. Our office will utilize the topographic survey base drawing and supplemental field reconnaissance to developing the preliminary design exhibit.

Based on the preliminary design, we will prepare a conceptual opinion of cost for the proposed improvements. The construction cost will be based on recently bid construction projects and past project experience. Estimated quantities and costs will be provided (excavation, fill, pavement, pedestrian trail, etc.), and lump sum estimates will be provided for items that cannot be quantified during conceptual design (roadway drainage, storm water management BMPs, etc.). The cost will follow PennDOT's requirements associated with cost estimates for the Multimodal Transportation Fund. The cost will also include estimated engineering, permitting, utility relocation and right-of-way acquisition.

Task 3 – Grant Assistance

Since the 2021 TA Set-aside application and program guidelines have not been released, the following scope of services is based on previous program guidelines from 2018. If the application requirements are significantly different, we will contact you to discuss revisions to this proposal, if needed. We will work closely with Borough staff and understand that the Borough will submit the application and supportive materials.

McMahon will prepare the grant application materials outlined below and support coordination with project partners regarding the project.

- **Amount of grant funding request and matching funds:** McMahon will coordinate with the Borough to determine the amount of grant request based on the opinion of cost.
- **Project Initiation Form:** McMahon will prepare a draft of the form for the Borough's coordinate with representatives from DVRPC, PennDOT, and Montgomery County Planning Commission.
- **Pre-application meeting:** McMahon will attend one meeting with representatives DVRPC, PennDOT District 6-0, and Montgomery County Planning Commission to discuss the project and grant application.
- **TA Set-aside application narrative, schedule, and opinion of cost:** McMahon will prepare a draft of the narrative text, milestone schedule, and cost estimate by phase for the Borough's review.
- **Attachments:** McMahon will compile and prepare PDF versions of the following attachments to support the Borough's application.
 - Location Map
 - Preliminary Design Exhibit
 - Conceptual Opinion of Cost
 - Other Supporting Documentation

Meetings

The scope of services and fee does not include participation in any committee or public meetings for the project.

Schedule

We will proceed upon receipt of your signed authorization of this proposal. The topographic survey will be completed 4 to 6 weeks after the authorization of this proposal. The preliminary design work will be completed 4 to 6 weeks after the completion of the topographic survey. It is anticipated that the TA Set-Aside grant application cycle is anticipated to open in June or July.

FEE

The fee for the foregoing scope of work is as follows:

Task 1 – Topographic Survey	\$	15,600
Task 2 – Preliminary Design	\$	7,500
Task 3 – Grant Assistance	\$	5,750
Total Fee (Tasks 1 – 3)	\$	\$28,850

This fee excludes an estimate of out-of-pocket expenses, including reproduction, plotting, graphics, pavement cores and reimbursement of personal automobile usage, which will be billed separately in accordance with our agreed upon Provisions for Professional Services. The services to be performed pursuant to this agreement are strictly limited to those expressly set forth herein. No additional services will be provided unless requested and agreed to in writing. Supplemental services not specifically described above, including but not limited to traffic data collection, traffic analysis, structure design, stormwater design, environmental and PennDOT approvals, project scope changes, major design changes, public meetings, utility design, right-of-way plans, etc., are not included in the scope of this proposal, but will be provided, as necessary and as authorized, on a time-and-materials basis. Please refer to our agreed upon Provisions for Professional Services.

TERMINATION

This agreement may be terminated by the authorized representative effective immediately on receipt of written notice. Payment will be due for services rendered through the date written notice is received.

BINDING STATUS

The client and McMahon Associates, Inc. bind themselves, their partners, successors, assigns, heirs, and/or legal representatives to the other party to the Agreement, and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of the proposal.

If this Agreement is between McMahon Associates, Inc., and a Limited Liability Corporation, i.e., LLC, or Other business, than that addressed in this Proposal, another “binding” business, or personal business must be assigned, and indicated below, to guarantee the payment for the services rendered, herein. In addition, we would require the name and Owner of the subject project property. If the provided information cannot be verified by McMahon Associates, Inc., work will not commence on your project until verification is satisfied.

TERMS AND CONDITIONS

The conditions of this agreement call for the signed execution of this contract with the understanding that **invoices for services will be submitted monthly and are payable within 30 days of issuance.** All invoices not paid within 30 days are subject to a 1.5% monthly interest charge, and all projects with overdue balances exceeding 60 days

will be subject to a stoppage of work. Any changes in the specific work program described above will result in an adjustment of the conditions and fees. This agreement (and Exhibits, if any) hereto sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes any and all prior understandings, whether written or oral with respect to the subject matter hereof and may not be altered, modified, changed, amended or waived in any manner, except in a writing signed by all of the parties hereto. The fee quoted is valid for a period of 90 days from the date of this proposal. If the terms of this contract, as contained herein, and in the attached *Standard Provisions for Professional Services* are agreeable to you, please execute both copies of the agreement in the space provided and return one signed copy to our office.

If you should have any questions, or require further information, please feel free to contact me. We appreciate the opportunity to submit a proposal on this project and look forward to working with you on this important engagement.

Sincerely,



Stephen C. Giampaolo, P.E.
Regional Highway Design Service Leader – Mid Atlantic

SCG
Attachments

Accepted for North Wales Borough

If signing for an LLC, LP, or other Business, you must have binding authority to make payments to McMahon Associates, Inc., or Assign an alternate business. The Project Property Address must be listed below. If adequate information is not provided, and/or cannot be verified by McMahon Associates, Inc., work will not commence on your project.

By: _____
(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

Title: _____

Date: _____

Please provide your Accounts Payable contact information & Project Property Address:

Name: _____

Business Phone Number and Cell Phone Number:

Project Property Address:

E-mail Address:

In the space below, please provide any details, including the date invoices are due each month for prompt payment, or other pertinent instructions:

Historical Architectural Review Board

Record of Action

Date 4.23.2021

Application: 0421-01

Application date: 03.22.2021

Applicant/Property Owner: Greta Martin Washington
223 South Main St.
105 Church St.
North Wales, PA 19454

Block/Unit # _____

Request: Remove existing aluminum capping around the cornice and built-in gutter. Replace/re-build the soffit, fascia where needed. Replicate the existing crown molding in wood or match the crown molding on 224 S. Main if no existing crown molding is present.

Submittals: Application and photographs.

• • •

HARB Meeting: April 21, 2021 (online via Zoom)

In attendance: Mr. Joseph Del Ciotto
Mr. Charles Guttenplan
Mr. James Schiele
Mr. Ray Tschoepe

Applicant in Attendance: Ms. Greta Martin Washington

Action: **Approve** with qualification(s)

Qualifications: Effort will be made to match any existing crown molding before using a similar profile from a nearby property.

Findings of fact. The Sec. of the Interior (and the North Wales Design Guidelines) recommend “Replacing in kind an entire wood feature that is too deteriorated to repair – if the overall form and detailing are still evident – using the physical evidence to guide the new work. If using the same kind of material is not technically or economically feasible, then a compatible substitute may be considered.”

Recommendation to Council: Issue Certificate of Appropriateness
Respectfully submitted,

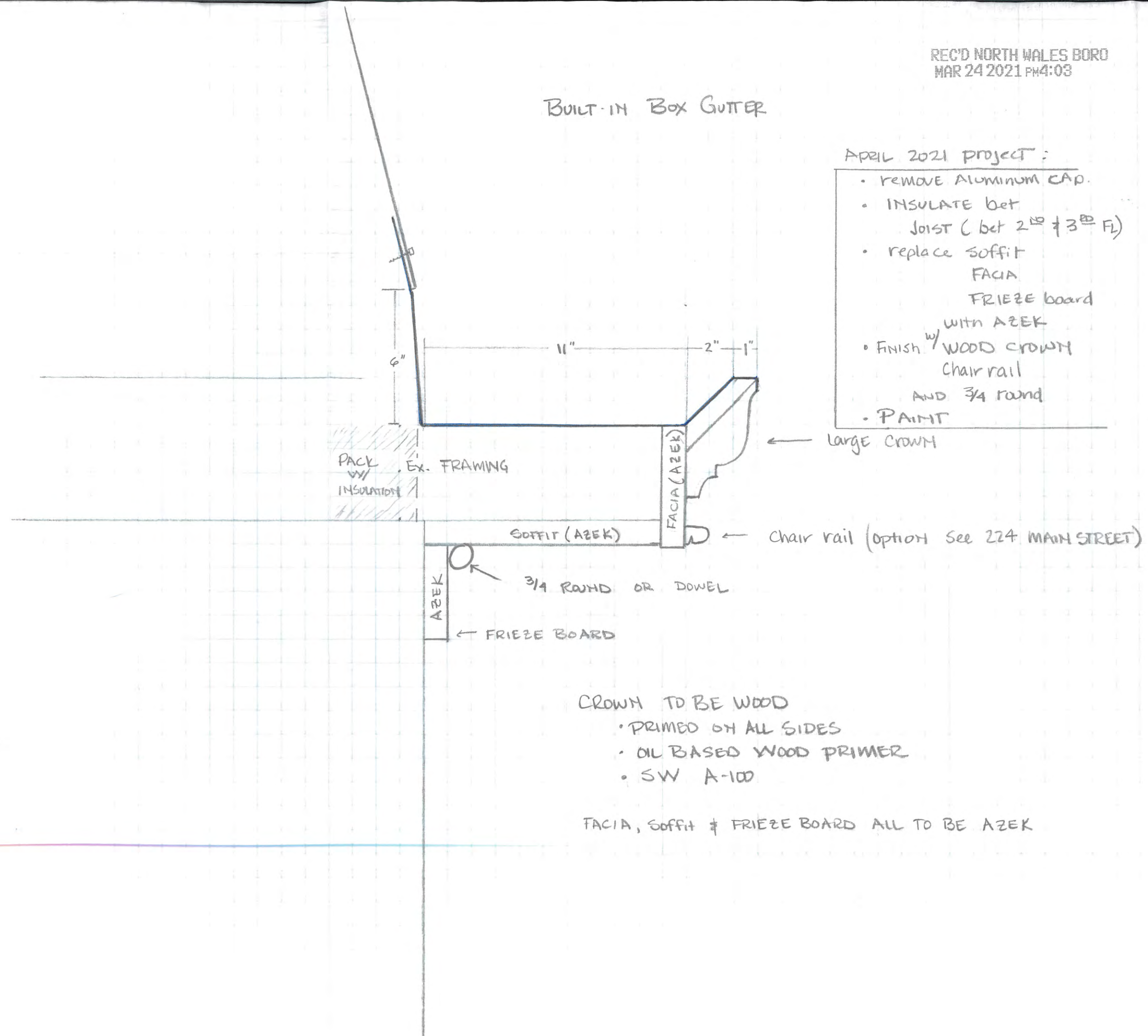
[Ray Tschoepe](#)

HARB Chairman/Vice-chairman

BUILT-IN BOX GUTTER

APRIL 2021 PROJECT:

- REMOVE ALUMINUM CAP.
- INSULATE bet
Joist (bet 2nd & 3rd FL)
- replace soffit
FACIA
FRIEZE board
with AZEK
- FINISH w/ WOOD CROWN
Chair rail
AND 3/4 round
- PAINT







Historical Architectural Review Board

Record of Action [Revision](#)

Date 2.20.2020 [04.21.2021](#)

Application: 0220-01r

Application date: 12.16.2019

Applicant/Property Owner: The North Penn Volunteer Fire Company (NPVFC)
137 and 141 South Main St.
North Wales, PA

Block/Unit # _____

Request: Second Revision of a prior approval. The NPVFC seeks to enlarge a 1 storey building attached to and just west of the main firehouse. The historic mill behind the addition will remain intact. [The current application requests the approval of a smaller scale 1 storey building attached to the main firehouse.](#)

Submittals: Architectural plans and elevations. Full color renderings/photos of the proposed final appearance of the new structure

• • •

HARB Meeting: February 19, 2020 [April 21, 2021 via Zoom](#)

In attendance: Mr. Joseph Del Ciotto
Mr. Charles Guttenplan
~~Rev. Amy Smith~~
Mr. James Schiele
Mr. Ray Tschoepe

Applicant in Attendance: Architect rep. Bonnett Assoc. Inc (Peter Medica) and
Mr. Frank Baxter For the NPVFC

Action: Approve as presented

Findings of fact. At nearly 70, even the remodeled firehouse contributes to the streetscape of Main St. in North Wales. For the new addition, the Sec. of the Interior's guidelines recommend "Considering the attached exterior addition both in terms of the new use and the appearance of other buildings in the historic district... Design for the new work may be contemporary or may reference design motifs from the historic building. In either case, it should always be clearly differentiated from the historic building and be compatible in terms of mass, materials, relationship of solids to voids, and color."

The most recent design application remains consistent with the Secretary of the Interior's Guidelines as stated above.

Recommendation to Council: Issue Certificate of Appropriateness.

Respectfully submitted,

Ray Tschoepe

HARB Chairman/Vice-chairman



Anthony R. Sherr

Sherr Law Group, LLC, and [Anthony R. Sherr](#), have been representing management teams of public employers in all aspects of labor and employment law for over thirty years.

Tony has devoted a significant portion of his time to the public sector management side, including employment investigation of alleged misconduct, union negotiations, labor arbitrations and lawsuits.

He has lectured and counseled public entities on the formation and dissolution of Regional Police Departments, Borough Police Departments and Township Police Departments.

His extensive litigation experience in this area includes defending lawsuits in both state and federal courts.

Mr. Sherr charges \$200/hour for his time spent on behalf of public entities.

REPRESENTATIVE MATTERS

1. Represented a Borough in a lawsuit in federal court by two former police officers, who sued the Borough after the Borough police department was disbanded. The case ended with a Jury rendering a defense verdict on behalf of the Borough.
2. Currently representing a Borough in a lawsuit brought in state court by another Borough over the dissolution of a regional police department, matter is pending.
3. Lectured and has written extensively on police coverage for municipal entities through Pennsylvania State Association of Township Supervisors.

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

REMOTE MEETING: April 13, 2021 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Sherwin Collins	Present
	Ronald S. Little, Jr.	Present
	Wendy McClure	Present
	Sally Neiderhiser	Present
	Eion O'Neill	Present
	James Sando	Present
	Mark Tarlecki	Present
	Mayor Gregory D'Angelo	Present, joined at 7:06 P.M.

Also in attendance were Gregory Gifford, Borough Solicitor, Brian Sleicher, Public Works Supervisor and Michael Eves, Chief of Police.

This meeting was held remotely via Zoom due to COVID-19 restrictions.

President Sando led the Pledge of Allegiance.

Public Comment

There was no public comment at this time.

Presentation: RACP Grant Match Request - North Penn Volunteer Fire Company

The following members of the North Penn Volunteer Fire Company (NPVFC) presented a Redevelopment Assistance Capital Program Grant match request proposal to Council: Matthew J. Traynor, Fire Chief, Frank Baxter, President and William Kaelin, Chairperson.

The NPVFC indicated they are seeking a grant match request of 15 percent, a total of \$150,000 from Council. Council stated they would vote on the proposal at their next meeting. Council asked if they had any plans for a showroom to house an antique fire truck, known as "Bertha." They said they did not have the funds to do so at this time. Council suggested they hold fundraisers to cover the cost.

Discussion: Center Street Sidewalk Extension Project Engineering Proposal

Council tabled the matter for their next meeting.

Consideration: Approval of Payment No. 2 (\$82,268.10) - 2020 Paving Project

Member McClure made a motion to approve Payment No. 2 in the amount of \$82,268.10 for the 2020 Paving Project. Member O'Neill seconded the motion. Motion passed 9 yes, 0 no.

Consideration: Acceptance of Donation for the Police Department

Member Amato made a motion to accept a donation in the amount of \$100.00 from Richard Burke, 431 South Tenth Street, for the Police Department. Member McClure seconded the motion. Motion passed 9 yes, 0 no.

Consideration: Approval of Minutes: 3/23/2021

Member McClure made a motion to approve the minutes of March 23, 2021. Member Neiderhiser seconded the motion. Motion passed 9 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Member Tarlecki and Mayor D'Angelo reviewed the Planning Commission's 2020 Annual Report with Council. They then announced that the Commission will continue working on its 2020 goals which were delayed this past year due to the COVID pandemic. Member Tarlecki added that the Commission would like Council to adopt the TOD Text Amendment at a later date this year. President Sando cautioned that Council must follow all required procedures prior to adoption of the amendment.

Manager Hart announced that Maillie, LLP will present the 2020 Municipal Annual and Financial Report at the next Council meeting on April 27. She also announced that the Montgomery County Tax Collection Committee has extended the deadline for Earned Income Taxes to May 17.

She then announced the Borough has received quotes to resurface the Tennis Court at Second Street Park. She asked Council if there was an issue with dissolving the Tennis Court Fund and incorporating it into the Parks and Recreation Budget. None were opposed. She then announced that the Parks and Recreation Board will be starting a Pickleball league after the Court is resurfaced and they are looking to start a Community Garden in Fourth Street Park.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced that an executive session will be held following tonight's meeting to discuss a personnel matter, potential litigation and a real estate matter. He anticipated no action would be taken following the session.

Mayor D'Angelo announced that he and Senator Robert Casey spoke at the North Penn High School's Mock Senate event on April 9.

Chief Eves thanked the NPVFC for their assistance with traffic control for oversized deliveries to Merck for the COVID vaccine production. He then added that the Department will be conducting traffic enforcement throughout the Borough in response to recent complaints.

Erick Myers, 125 West Montgomery Avenue, expressed his concerns with the North Wales Pub's recent activities and the impact on the surrounding neighborhood. He then requested that the Police monitor the Pub for any potential illegal activity. The following residents expressed their support for Mr. Meyer's comments: Elizabeth Susan, 122 West Montgomery Avenue, and Andrew Stoll, 129 West Montgomery Avenue.

Manager Hart made the following announcements: Earth Day Extravaganza to be held on Saturday, April 24, the Montgomery County Household Hazardous Waste drop off-dates, the DEP Southeastern Household Hazardous Waste drop-off dates and the Borough's Boards and Commissions vacancies.

Mark Smith, 442 South Eighth Street, announced that he and his wife would like to donate a couple of trees in memory of their loved ones. Manager Hart added that other residents are looking to donate items for the Borough's parks, and she is preparing a process for accepting these types of donations.

Vice President Cherry asked if the Borough has posted any new advertisements for the on-going Boards and Commission's vacancies. She added the Borough will be highlighting the vacancies on the kiosk at Walnut Square and to date, no other recommendations have been made.

Member Amato announced he attended the Human Relations Commission's training and was very impressed with their progress.

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 9 yes, 0 no. Meeting adjourned at 8:53 P.M.

Attest: _____
Christine A. Hart
Borough Manager

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
0121500 · POLICE PENSION CONTRIBUTIONS 01			
04/13/2021	BOROUGH OF NORTH WALES POLICE PENSIONPLAN	0121500 · POLICE PENSION CONTRIBUTIONS 01	1,885.98
	Total 0121500 · POLICE PENSION CONTRIBUTIONS 01		1,885.98
0124810 · DEVELOPER ESCROW ACCOUNT			
215 CHURCH STREET			
04/27/2021	BOUCHER & JAMES INC.	215 CHURCH STREET	26.25
	Total 215 CHURCH STREET		26.25
	Total 0124810 · DEVELOPER ESCROW ACCOUNT		26.25
0140131 · PROFESSIONAL SERVICES			
04/27/2021	DANIEL NATALE	0140131 · PROFESSIONAL SERVICES	437.50
	Total 0140131 · PROFESSIONAL SERVICES		437.50
0140146 · MEETINGS			
04/13/2021	CARDMEMBER SERVICE	0140146 · MEETINGS	37.50
04/13/2021	PA STATE ASSOC OF BOROUGHES	0140146 · MEETINGS	50.00
04/27/2021	PA STATE ASSOC OF BOROUGHES	0140146 · MEETINGS	50.00
	Total 0140146 · MEETINGS		137.50
0140431 · SOLICITOR			
04/27/2021	RUBIN GLICKMAN STEINBERG & GIFFORD	0140431 · SOLICITOR	3,000.00
	Total 0140431 · SOLICITOR		3,000.00
0140621 · OFFICE SUPPLIES			
04/27/2021	OFFICE BASICS	0140621 · OFFICE SUPPLIES	26.20
	Total 0140621 · OFFICE SUPPLIES		26.20
0140632 · COMMUNICATIONS - PHONE 140			
04/13/2021	VERIZON S0007570	0140632 · COMMUNICATIONS - PHONE 140	51.49
04/13/2021	CARDMEMBER SERVICE	0140632 · COMMUNICATIONS - PHONE 140	158.89
	Total 0140632 · COMMUNICATIONS - PHONE 140		210.38
0140634 · ADVERTISING			
04/27/2021	21st CENTURY MEDIA - PHILLY CLUSTER	0140634 · ADVERTISING	90.86
	Total 0140634 · ADVERTISING		90.86
0140635 · POSTAGE 1406325			
04/13/2021	PITNEY BOWES - POSTAGE	0140635 · POSTAGE 1406325	200.00
	Total 0140635 · POSTAGE 1406325		200.00
0140831 · ENGINEER 1408313			
04/27/2021	BOUCHER & JAMES INC.	0140831 · ENGINEER 1408313	4,200.72
04/27/2021	BOUCHER & JAMES INC.	0140831 · ENGINEER 1408313	1,756.75
04/27/2021	BOUCHER & JAMES INC.	0140831 · ENGINEER 1408313	3,577.82

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
	Total 0140831 · ENGINEER 1408313		9,535.29
	0140922 · OPERATING EXP		
04/13/2021	CARDMEMBER SERVICE	0140922 · OPERATING EXP	49.61
04/27/2021	RICHARD HAGY	0140922 · OPERATING EXP	120.00
04/27/2021	NWWA 30543700-82705	0140922 · OPERATING EXP	25.90
	Total 0140922 · OPERATING EXP		195.51
	0140923 · HEATING FUEL 1409230		
04/13/2021	PECO 32937-01304 BORO HALL	0140923 · HEATING FUEL 1409230	253.10
	Total 0140923 · HEATING FUEL 1409230		253.10
	0140935 · JANITORIAL		
04/27/2021	OFFICE BASICS	0140935 · JANITORIAL	46.69
04/27/2021	OFFICE BASICS	0140935 · JANITORIAL	18.75
04/27/2021	OFFICE BASICS	0140935 · JANITORIAL	66.92
04/27/2021	OFFICE BASICS	0140935 · JANITORIAL	36.43
04/27/2021	OFFICE BASICS	0140935 · JANITORIAL	68.97
	Total 0140935 · JANITORIAL		237.76
	0140936 · ELECTRICITY 1409361		
04/27/2021	PECO 79323-09073 125 N MAIN	0140936 · ELECTRICITY 1409361	66.35
04/27/2021	PECO 01711-30377 (EVENT ST POWER)	0140936 · ELECTRICITY 1409361	30.71
04/27/2021	PECO 70344-01702 BORO HALL	0140936 · ELECTRICITY 1409361	461.83
	Total 0140936 · ELECTRICITY 1409361		558.89
	0140937 · REPAIRS/MAINTENANCE SERVICES		
04/27/2021	METRO ELEVATOR CO.	0140937 · REPAIRS/MAINTENANCE SERVICES	106.61
	Total 0140937 · REPAIRS/MAINTENANCE SERVICES		106.61
	0141024 · OPERATING EXP, POLICE		
04/13/2021	CARDMEMBER SERVICE	0141024 · OPERATING EXP, POLICE	49.61
04/27/2021	MICHAEL E. EVES	0141024 · OPERATING EXP, POLICE	33.67
	Total 0141024 · OPERATING EXP, POLICE		83.28
	0141025 · MAINT/REPAIRS		
04/27/2021	10-8 EMERGENCY VEHICLE SERVICE	0141025 · MAINT/REPAIRS	780.90
	Total 0141025 · MAINT/REPAIRS		780.90
	0141026 · MINOR EQUIPMENT, POLICE		
04/13/2021	CARDMEMBER SERVICE	0141026 · MINOR EQUIPMENT, POLICE	47.16
04/13/2021	CARDMEMBER SERVICE	0141026 · MINOR EQUIPMENT, POLICE	297.96
04/27/2021	FISHERS ACE HARDWARE & RENTAL	0141026 · MINOR EQUIPMENT, POLICE	26.90
	Total 0141026 · MINOR EQUIPMENT, POLICE		372.02

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
0141028 · UNIFORMS, POLICE			
04/27/2021	UNIFORM GEAR, INC	0141028 · UNIFORMS, POLICE	101.65
	Total 0141028 · UNIFORMS, POLICE		101.65
0141031 · PROFESSIONAL SERVICES, POLICE			
04/27/2021	DAVIDHEISER'S INC.	0141031 · PROFESSIONAL SERVICES, POLICE	54.00
04/27/2021	HARRY M. GACAD	0141031 · PROFESSIONAL SERVICES, POLICE	10.00
	Total 0141031 · PROFESSIONAL SERVICES, POLICE		64.00
0141032 · COMMUNICATIONS - PHONE/RADIO			
04/13/2021	VERIZON S0007570	0141032 · COMMUNICATIONS - PHONE/RADIO	91.52
04/13/2021	VERIZON WIRELESS	0141032 · COMMUNICATIONS - PHONE/RADIO	120.03
	Total 0141032 · COMMUNICATIONS - PHONE/RADIO		211.55
0141033 · GASOLINE, POLICE			
04/13/2021	VOYAGER FLEET SYSTEMS INC.	0141033 · GASOLINE, POLICE	828.37
	Total 0141033 · GASOLINE, POLICE		828.37
0141034 · PRINTING, POLICE			
04/27/2021	ASSOCIATED IMAGING	0141034 · PRINTING, POLICE	46.02
04/27/2021	RR DONNELLEY	0141034 · PRINTING, POLICE	39.80
	Total 0141034 · PRINTING, POLICE		85.82
0141037 · VEHICLE MAINT/REPAIRS			
04/27/2021	POINT SERVICE CENTERS INC.	0141037 · VEHICLE MAINT/REPAIRS	182.29
04/27/2021	POINT SERVICE CENTERS INC.	0141037 · VEHICLE MAINT/REPAIRS	188.93
04/27/2021	POINT SERVICE CENTERS INC.	0141037 · VEHICLE MAINT/REPAIRS	1,069.74
	Total 0141037 · VEHICLE MAINT/REPAIRS		1,440.96
0141042 · DUES/SUBSCRIPTIONS, POLICE			
04/27/2021	POLICE CHIEFS ASSN OF MONTG COUNTY	0141042 · DUES/SUBSCRIPTIONS, POLICE	150.00
	Total 0141042 · DUES/SUBSCRIPTIONS, POLICE		150.00
0141045 · CONTRACTED SRVICS			
04/13/2021	U. S. BANK EQUIPMENT FINANCE	0141045 · CONTRACTED SRVICS	245.65
04/27/2021	TRANSUNION	0141045 · CONTRACTED SRVICS	75.00
04/27/2021	MAGIC SHINE CAR WASH	0141045 · CONTRACTED SRVICS	84.00
04/27/2021	WORKNET OCCUP MEDICAL	0141045 · CONTRACTED SRVICS	342.31
	Total 0141045 · CONTRACTED SRVICS		746.96
0141046 · TRAINING, POLICE			
04/27/2021	PA STATE ASSOC OF BOROUGHES	0141046 · TRAINING, POLICE	50.00
04/27/2021	ANDREW C. GERTH SR.	0141046 · TRAINING, POLICE	375.00
	Total 0141046 · TRAINING, POLICE		425.00

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
0141313 · INSPECTION- CONTRACTED SERVICES			
04/27/2021	KEYSTONE MUNICIPAL SERVICES, INC	0141313 · INSPECTION- CONTRACTED SERVICES	3,262.50
	Total 0141313 · INSPECTION- CONTRACTED SERVICES		3,262.50
0141435 · ADVERTISING ZONING			
04/27/2021	21st CENTURY MEDIA - PHILLY CLUSTER	0141435 · ADVERTISING ZONING	727.62
	Total 0141435 · ADVERTISING ZONING		727.62
0141439 · COURT STENO			
04/27/2021	BUCKS COUNTY COURT REPORTERS, LLC	0141439 · COURT STENO	212.50
04/27/2021	BUCKS COUNTY COURT REPORTERS, LLC	0141439 · COURT STENO	175.00
	Total 0141439 · COURT STENO		387.50
0143020 · SUPPLIES 1430200			
04/27/2021	OFFICE BASICS	0143020 · SUPPLIES 1430200	13.14
	Total 0143020 · SUPPLIES 1430200		13.14
0143023 · HEATING FUEL 1430230			
04/13/2021	PECO 63863-01003 PW GARAGE	0143023 · HEATING FUEL 1430230	101.84
	Total 0143023 · HEATING FUEL 1430230		101.84
0143024 · DIESEL			
04/13/2021	NWWA	0143024 · DIESEL	197.40
	Total 0143024 · DIESEL		197.40
0143321 · COMMUNICATIONS - PHONE 143			
04/13/2021	VERIZON S0007570	0143321 · COMMUNICATIONS - PHONE 143	20.44
04/13/2021	VERIZON WIRELESS	0143321 · COMMUNICATIONS - PHONE 143	42.33
04/27/2021	PA ONE CALL SYSTEM INC.	0143321 · COMMUNICATIONS - PHONE 143	12.29
	Total 0143321 · COMMUNICATIONS - PHONE 143		75.06
0143361 · ELECTRICITY 1430361			
04/13/2021	PECO 23654-10011 (PW - 599 ELM)	0143361 · ELECTRICITY 1430361	41.20
04/27/2021	PECO 66955-01103 PW GARAGE	0143361 · ELECTRICITY 1430361	147.26
	Total 0143361 · ELECTRICITY 1430361		188.46
0143365 · SOLID WASTE DISPOSAL			
04/27/2021	REPUBLIC SERVICES #320	0143365 · SOLID WASTE DISPOSAL	124.64
	Total 0143365 · SOLID WASTE DISPOSAL		124.64
0143374 · EQUIPMENT REPAIRS			
04/13/2021	CARDMEMBER SERVICE	0143374 · EQUIPMENT REPAIRS	58.87
04/27/2021	CALLAHAN BEARINGS, BELTING & DRIVES	0143374 · EQUIPMENT REPAIRS	2.62
04/27/2021	KELLNER'S LAWN & LEISURE	0143374 · EQUIPMENT REPAIRS	19.99
	Total 0143374 · EQUIPMENT REPAIRS		81.48

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
0143375 · VEHICLE MAINT/REPAIRS 1430375			
04/27/2021	NAPA AUTO PARTS	0143375 · VEHICLE MAINT/REPAIRS 1430375	66.53
	Total 0143375 · VEHICLE MAINT/REPAIRS 1430375		66.53
0145420 · SUPPLIES-PARK			
04/13/2021	HOME DEPOT CREDIT SERVICES	0145420 · SUPPLIES-PARK	123.44
04/27/2021	OFFICE BASICS	0145420 · SUPPLIES-PARK	63.07
	Total 0145420 · SUPPLIES-PARK		186.51
0145436 · ELECTRICITY 1459461			
04/27/2021	PECO 02951-60039 HESS PARK	0145436 · ELECTRICITY 1459461	31.26
04/27/2021	PECO 63864-01609 WALNUT SQUARE	0145436 · ELECTRICITY 1459461	35.16
	Total 0145436 · ELECTRICITY 1459461		66.42
0145445 · CONTRACTED SERVICES 14			
04/27/2021	BAIR'S TREE & LAWN SERVICE	0145445 · CONTRACTED SERVICES 14	560.00
	Total 0145445 · CONTRACTED SERVICES 14		560.00
0148020 · MISCELLANEOUS EXPENSES -			
04/27/2021	COLLEEN BOUTCHER	0148020 · MISCELLANEOUS EXPENSES -	100.00
	Total 0148020 · MISCELLANEOUS EXPENSES -		100.00
0148410 · FIRE CO WORKERS COMP			
04/13/2021	SWIF - STATE WORKERS' INSURANCE FUND	0148410 · FIRE CO WORKERS COMP	1,701.00
	Total 0148410 · FIRE CO WORKERS COMP		1,701.00
0148516 · UNEMPLOYMENT COMP			
04/13/2021	PSAB U/C PLAN	0148516 · UNEMPLOYMENT COMP	6,166.50
	Total 0148516 · UNEMPLOYMENT COMP		6,166.50
0148610 · DENTAL			
04/13/2021	DELAWARE VALLEY HEALTH TRUST	0148610 · DENTAL	384.98
	Total 0148610 · DENTAL		384.98
0148615 · HEALTH & HOSPITALIZATION			
04/13/2021	DELAWARE VALLEY HEALTH TRUST	0148615 · HEALTH & HOSPITALIZATION	5,778.00
04/13/2021	DELAWARE VALLEY HEALTH TRUST	0148615 · HEALTH & HOSPITALIZATION	-420.75
04/13/2021	DELAWARE VALLEY HEALTH TRUST	0148615 · HEALTH & HOSPITALIZATION	-123.25
	Total 0148615 · HEALTH & HOSPITALIZATION		5,234.00
0148616 · PENSION EXPENSE-NON-UNIFORM			
04/13/2021	PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM	0148616 · PENSION EXPENSE-NON-UNIFORM	742.39
	Total 0148616 · PENSION EXPENSE-NON-UNIFORM		742.39
0148620 · LTD/STD/LIFE			
04/27/2021	STANDARD INSURANCE COMPANY	0148620 · LTD/STD/LIFE	389.01

Borough of North Wales
BILLS LIST
April 2021

Date	Name	Account	Amount
	Total 0148620 · LTD/STD/LIFE		389.01
	0243436 · ELECTRICITY 2434361		
04/13/2021	PECO 67276-01407 STREET LIGHTS	0243436 · ELECTRICITY 2434361	1,611.54
04/27/2021	PECO 67276-01407 STREET LIGHTS	0243436 · ELECTRICITY 2434361	1,631.65
	Total 0243436 · ELECTRICITY 2434361		3,243.19
	1945436 · ELECTRICITY 1945436		
04/27/2021	PECO 79540-01509 WEINGARTNER	1945436 · ELECTRICITY 1945436	31.65
	Total 1945436 · ELECTRICITY 1945436		31.65
	2347210 · G.O. BOND INTEREST		
04/25/2021	WELLS FARGO	2347210 · G.O. BOND INTEREST	1,928.33
	Total 2347210 · G.O. BOND INTEREST		1,928.33
	3040937 · SRTS PROJECT		
04/27/2021	MCMAHON ASSOCIATES INC.	3040937 · SRTS PROJECT	787.50
	Total 3040937 · SRTS PROJECT		787.50
	3043060 · REVITALIZATION		
04/27/2021	MONTGOMERY COUNTY TREASURER	3043060 · REVITALIZATION	6,237.00
	Total 3043060 · REVITALIZATION		6,237.00
	3043824 · INFRASTRUCTURE		
04/13/2021	DELAWARE VALLEY PAVING	3043824 · INFRASTRUCTURE	82,268.10
	Total 3043824 · INFRASTRUCTURE		82,268.10
	3543336 · ELECTRICITY/SIGNAL		
04/13/2021	PECO 82667-00208 RED LIGHT	3543336 · ELECTRICITY/SIGNAL	12.50
	Total 3543336 · ELECTRICITY/SIGNAL		12.50
	4145422 · OPERATING EXPENSE 4145422		
04/13/2021	PENNSYLVANIA HORTICULTURAL SOCIETY	4145422 · OPERATING EXPENSE 4145422	750.00
	Total 4145422 · OPERATING EXPENSE 4145422		750.00
			138,207.59

UPPER GWYNEDD TOWNSHIP
BOARD OF COMMISSIONERS

1 PARKSIDE PLACE, NORTH WALES, PA 19454

PHONE 215-699-7777

www.uppergwynedd.org

REC'D NORTH WALES BORO
APR 21 2021 PM2:10

April 15, 2021

Borough Manager Christine A. Hart
300 School St
North Wales, PA 19454

Dear Ms. Hart,

Upper Gwynedd Township has completed a draft comprehensive plan titled *Upper Gwynedd 2040*. A copy of the draft comprehensive plan is located on the Upper Gwynedd Township website at <https://www.uppergwynedd.org/2040compplan> for your review. Hard copies of the draft comprehensive plan are available at the Upper Gwynedd Township Building (1 Parkside Place, North Wales, PA 19454).

This plan is the culmination of a multi-year planning process that was led by a diverse steering committee of elected officials, residents, business representatives, and other community leaders. Extensive public input was gathered during the comprehensive planning process through online surveys, a community open house, and a virtual public workshop.

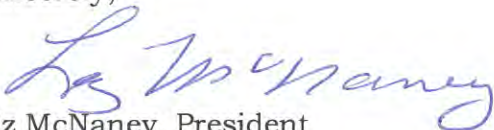
Pursuant to Section 302(a) of the Pennsylvania Municipalities Planning Code (MPC), prior to adoption of the comprehensive plan, the local governing body shall consider the comments of the county, contiguous municipalities and the affected school districts and contiguous school districts. We ask that you review the document and direct your comments to the contact listed below within 45-days of receipt of this letter.

Please direct your comments and questions to:

Marley Bice, AICP, Principal Planner II, Montgomery County Planning Commission
610-278-3740, mbice@montcopa.org

Thank you for your time.

Sincerely,



Liz McNaney, President
Upper Gwynedd Township Board of Commissioners



**The Partnership TMA
of Montgomery County**

BIKE SHARE

*A free community resource for sharing bikes with residents
for local trips, commuting, running errands, and recreation.*

BORROW A BIKE FROM A BIKE SHARE PARTNER



**Look for
this sign!**

- First come, first-serve
(call ahead is recommended)
- Check out/in during normal business hours
- Yours for one hour - four days
(subject to availability)
- Bring your own helmet

*Individuals must be age 16+, provide proof of
residency/ID, and accept the terms & conditions
of the bike loan, which include COVID-19 cleaning protocols.*

PARTNERS

- **Lansdale YMCA**
608 E Main St., Lansdale 215.368.1601
- **Lansdale Library**
301 Vine St., Lansdale 215.855.3228
- **Indian Valley Library**
100 E. Church Rd Ave, Telford 215.723.9109
- **North Wales Borough Hall***
300 School St., North Wales 215.699.4424
- **Upper Perkiomen Valley Library**
350 Main St., Red Hill 215.679.2020
- **Bike + Sol**
104 Main St., East Greenville 267.227.0340
- **Horsham Township Library***
435 Babylon Rd., Horsham 215.443.2609
- **Peter Becker Community**
Harleysville, Open to residents and staff only

All bicycles are cruisers.

**Tricycles are also available at these locations.*

**The Partnership TMA collaborates with
150+ public and private sector partners to:**

- **EXPAND & ENHANCE** TRANSPORTATION OPTIONS
- **EASE** TRAFFIC CONGESTION
- **EDUCATE & ENGAGE** OUR COMMUNITIES ON ISSUES OF LAND USE,
THE ENVIRONMENT, AND HEALTHY LIFESTYLES

WEB

ptma-mc.org

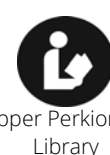
PHONE

215.997.9100

EMAIL

mobilitymanager@ptma-mc.org

Thank you to our community partners for their support



Promoting a Healthier Community
**VNA FOUNDATION
OF GREATER NORTH PENN**



MONTGOMERY COUNTY, PA

COVID-19 VACCINE CLINICS

HOW TO REGISTER

Online: www.montcopa.org/covid-19vaccine

Phone: (833) 875-3967

Monday - Friday, 8 a.m. - 4 p.m.

Scan:



VACCINE ELIGIBILITY

**Registration for the
COVID-19 vaccine is now
available for everyone
aged 16 or older.**



**QUESTIONS? EMAIL COVID19@MONTCOPA.ORG
OR CALL OUR HOTLINE AT (833) 875-3967.**



2021 Primary Election Secure Ballot Drop Box Locations

Secure ballot boxes have been placed throughout Montgomery County for constituents to drop-off their ballots prior to the Election on Tuesday, May 18, 2021. Secure boxes will be available for the public to return their completed ballots at the locations listed below 24 hours a day beginning May 1, 2021 at 10:00 AM. Completed ballots must be placed in the drop-off boxes by the time the polls close at 8pm on Election Day, Tuesday, May 18, 2021. Ballots issued by other counties cannot be accepted. All Secure Drop Box Locations are monitored using CCTV Surveillance 24 hours a day.

• • • **HOURS** • • •

24 hour availability

**10:00 AM on May 1, 2021 through
8:00 PM on May 18, 2021.**



Cheltenham

Township Tax Office
8230 Old York Rd • Elkins Park, PA 19027

Lansdale

District Court 38-1-28
430 Pennbrook Pkwy • Lansdale, PA 19446

Lower Merion

Ludington Library
5 South Bryn Mawr Ave • Bryn Mawr, PA 19010

Norristown

Montgomery County Airy Street Parking Lot
Corner of Airy and DeKalb Streets • Norristown, PA 19401

Pottstown

Montgomery County Community College - South Hall
101 College Dr • Pottstown, PA 19464

Royersford

Victory Park Parking Lot
2nd & Arch St • Royersford, PA 19468

Skippack

Montgomery County 4H Center
1015 Bridge Rd • Collegeville, PA 19474

Upper Dublin

Upper Dublin Library
520 Virginia Dr • Fort Washington, PA 19034

Upper Frederick

Green Lane Park Office
2144 Snyder Road • Green Lane, PA 18054

Upper Merion

Upper Merion Township Building
175 W. Valley Forge Rd • King of Prussia, PA 19406

Upper Moreland

Willow Grove Annex
102 N York Rd • Willow Grove, PA 19090

Pursuant to the Pennsylvania Election Code you may only return your own voted ballot. You may not return any ballot that does not belong to you. All locations are under 24 hour surveillance via CCTV. Anyone depositing a ballot that does not belong to them will be referred to the District Attorney's office.




State Senator
MARIA COLLETT

in partnership with


State Representative
LIZ HANBIDGE



presents a **FREE**

e-WASTE RECYCLING EVENT

& **FOOD DRIVE**

Saturday • May 1
10 a.m. – 1 p.m.

1180 Welsh Road • North Wales, PA
(Gwynedd Corporate Center parking lot off Sandy's Lane)

Accepting small appliances, printers, computers, laptops, VCRs, mics. wires, random metal items, anything with a plug.

We cannot accept any TVs or monitors.

To recycle TVs, monitors, or other large appliances please contact Junkluggers at 215-799-1644 or your local municipality.



Non-perishable food items will be collected and donated to



**Face masks
are required!**

***Please remain in your car
for this drive-thru event.***

For more information about this event, contact Senator Collett's office at 215-368-1429
SenatorCollett.com/ewaste

Borough Boards & Commissions Vacancies

- Historic Commission – Term Expires: 12/31/2025
- Historical Architectural Review Board – Term Expires: 12/31/2023
- Historical Architectural Review Board – Term Expires: 12/31/2023
Must be a licensed real estate broker.
- Uniform Construction Code Board of Appeals – Term Expires: 12/31/2021

Please submit a letter of interest for any one or more of the above listed openings, addressed to the North Wales Borough Council in care of the Borough Manager. Letters can be submitted electronically to chart@northwalesborough.org.