



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, July 14, 2020 – 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. Consideration: Approval to Advertise Non-Uniform Pension Plan Ord. Amendment

3. Consideration: Approval to Advertise 2020 Paving Project

4. Consideration: Approval of CLG Master Grant Contract

5. Consideration: Approval of Minutes: May 12, 2020, May 26, 2020, June 9, 2020 & June 23, 2020

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

7. 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/85443721021?pwd=NmlyWVVIY250cUlsUndxcGh1VjZPd09>
- **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: 854 4372 1021
- **Meeting dial in number (no video):** 1-929-205-6099
- **Meeting ID number:** (to be entered when prompted): 854 4372 1021
- **Meeting Password:** 855947

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 July 14, 2020. 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 PM
2 nd & 4 th Wednesdays	7:00 - 8:30 PM

Monthly Meeting Information:

Boards and Commissions

Borough Council	2 nd & 4 th Tuesday of Month
Zoning Hearing Board	1 st Tuesday of Month, as Needed
Planning Commission	1 st Wednesday of Month
HARB	3 rd Wednesday of Month
Park & Recreation Board	2 nd Thursday of Month
Shade Tree Commission	2 nd Thursday of Month
Nor-Gwyn Pool Commission	2 nd Thursday of Month – 7:30 PM
Historic Commission	3 rd Tuesday of Month

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

North Wales Water Authority	2nd & 4th Wednesday of Month 5:00 PM, 200 W. Walnut Street
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Please note: The meeting is being digitally recorded.



ORDINANCE NO. _____

AN ORDINANCE OF NORTH WALES BOROUGH, MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA, ELECTING TO AMEND ITS NON-UNIFORM PENSION PLAN ADMINISTERED BY THE PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM PURSUANT TO ARTICLE IV OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW; AGREEING TO BE BOUND BY ALL PROVISIONS OF THE PENNSYLVANIA MUNICIPAL RETIREMENT LAW AS AMENDED AND AS APPLICABLE TO MEMBER MUNICIPALITIES. IT IS HEREBY ORDAINED BY NORTH WALES BOROUGH, MONTGOMERY COUNTY, AS FOLLOWS:

SECTION I. North Wales Borough (the Borough), having established a non-uniform pension plan administered by the Pennsylvania Municipal Retirement System (the System), hereby elects to amend its Non-Uniform Pension Plan administered by the System in accordance with Article IV of the Pennsylvania Municipal Retirement Law, 53 P.S. §881.101 et seq. (Retirement Law), and does hereby agree to be bound by all the requirements and provisions of the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act, 53 P.S. §895.101 et seq., and to assume all obligations, financial and otherwise, placed upon member municipalities.

SECTION II. As part of this Ordinance, the Borough agrees that the System shall administer and provide the benefits set forth in the amended Non-Uniform Pension Plan Document entered into between the Pennsylvania Municipal Retirement Board and the Borough effective as of the date specified in the adoption agreement (the Contract).

SECTION III. The Borough acknowledges that by passage and adoption of this Ordinance, the Borough officially accepts the Contract and the financial obligations resulting from the administration of the Contract.

SECTION IV. Payment for any obligation established by the adoption of this Ordinance and the Contract shall be made by the Borough in accordance with the Retirement Law and the Municipal Pension Plan Funding Standard and Recovery Act. The Borough hereby assumes all liability for any unfundedness created due to the benefit structure set forth in the Contract.

SECTION V. The Borough intends this Ordinance to be the complete authorization of the Contract, as amended and it shall become effective as of the date specified in the adoption agreement, which is the effective date of the Contract, as amended.

SECTION VI. A duly certified copy of this Ordinance and an executed Contract shall be filed with the System.

ORDAINED this _____ day of _____, 20__.

TALLY OF VOTES – YEAS _____ NAYS _____

ATTEST:

Reviewed by PMRS Legal Counsel _____

**PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM
CASH BALANCE PLAN
Adoption Agreement**

The undersigned, _____, Pennsylvania ("Municipality"), by executing this Adoption Agreement, elects to establish its own single employer plan within the meaning of Code Section 401(a) in the Pennsylvania Municipal Retirement System (the "System") and hereby adopts the accompanying Base Plan Document and Trust documents in full as if the Municipality were a signatory to those agreements. The Municipality makes the following elections granted under the provisions of the Base Plan Document.

TYPE OF PLAN ADOPTION

- ☐ **New Plan Effective Date:** _____
(Effective date of newly-adopted Plan. Date cannot be earlier than the first day of the initial Plan Year)
- ☐ **Restatement Effective Date:** _____
(Effective date of this Plan document which restates and supersedes previous PMRS Plan document or Original Plan document. Date cannot be earlier than (1) the first day of the 2008 Plan Year; or (2) the first day of the first Plan Year of the PMRS Plan or Original Plan as applicable.)
- ☐ **PMRS Plan Effective Date:** _____
(Effective date of Plan initially administered by PMRS and restated under this document.)
- ☐ **Original Plan Effective Date:** _____
(Effective date of Plan initially administered by Municipality or third party administrator or PMRS and restated under this document.)

ARTICLE I: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Base Plan Document and Trust.

1.23 COMPENSATION.

The total amount of all payments, direct or indirect, made by the Municipality to an Member for services rendered to the Municipality, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Municipality, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Member for such Plan Year. The term Compensation shall **exclude** the following (select all exclusions):

- ☐ Overtime (as defined under the Fair Labor Standards Act)
- ☐ Bonus Payments (Regular)
- ☐ Bonus Payments (Special)
- ☐ Unused Accrued Leave Payments
(if unused accrued leave is included for purposes of Compensation, it should be excluded for purposes of calculation of Credited Service under Section 1.24)
- ☐ Unused Sick Leave Payments
(if unused sick leave is included for purposes of Compensation, it should be excluded for purposes of calculation of Credited Service under Section 1.24)
- ☐ Payments under the "The Pennsylvania Workmen's Compensation Act"

- ☐ Incentive Payments
- ☐ Education Incentive Payments
- ☐ Longevity Payments
- ☐ Payments in Lieu of Offered Benefits
- ☐ Allowance for Meals
- ☐ Allowance for Clothing and/or Equipment
- ☐ All other Compensation except regular salary not otherwise enumerated in the Base Plan Document or in this Adoption Agreement
- ☐ Other (Specify Short Name : _____)

Definition:

CREDITED SERVICE.

Method of Measurement (Select One)

- ☐ Hours of Service Method
- ☐ Elapsed Time Method

Adjustments to Credited Service

	Include	Exclude
Maximum years of Credited Service	<input type="checkbox"/>	<input type="checkbox"/>
Maximum Years: _____	<input type="checkbox"/>	<input type="checkbox"/>
Unused sick leave (converted to Credited Service under the following formula) :	<input type="checkbox"/>	<input type="checkbox"/>

(if included for purposes of Credited Service, should be excluded for purposes of Compensation under Section 1.23)

Unused sick leave (converted to Credited Service under the following formula) : ☐ ☐

(if included for purposes of Credited Service, should be excluded for purposes of Compensation under Section 1.23)

Worker's Compensation Leave	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee before the Municipality's PMRS Plan Enrollment Date	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee before the Original Plan Effective Date	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the Non-PMRS Original Plan	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee before the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee after the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Name of terminated Prior Plan:	<input type="checkbox"/>	<input type="checkbox"/>

Service as Employee before the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee after the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Name of merged Prior Plan:		

1.34 ELIGIBILITY SERVICE.

Method of Measurement (Select One)

- ☐ Hours of Service Method
- ☐ Elapsed Time Method

1.35 EMPLOYEE.

Eligible Employees for Mandatory Membership (Select all that apply)

Plan Type

- ☐ Municipal Police Officers
- ☐ Municipal Firefighters
- ☐ Non-Uniform Municipal Employees (Select all that apply)
 - ☐ Full-time Employees not subject to a collective bargaining agreement with a bargaining unit authorized with the Municipality
Defined as regularly scheduled to perform at least _____ (_____) Hours of Service per week
 - ☐ Full-time Employees subject to a collective bargaining agreement with one of the specified bargaining units below authorized with the Municipality:
Defined as regularly scheduled to perform at least _____ (_____) Hours of Service per week

- ☐ Elected Officials (Employee employed exclusively by virtue of election and employed concurrent with a term of office)
- ☐ Temporary Employees (Employee expressly hired for a definite period less than _____ (_____) months (must be less than twelve (12))
- ☐ Seasonal Employees (Employee expressly hired for a specific task for a duration of less than twelve (12) months)
- ☐ Part-time Employees regularly scheduled for _____ (_____) or more hours per week

Eligible Employees for Optional Membership/Employee Election

- ☐ No Eligible Employees
- ☐ Elected Officials (Employees employed exclusively by virtue of election and employed concurrent with a term of office)
- ☐ Temporary Employees (Employee expressly hired for a definite period less than _____ (_____) months (must be less than twelve (12))
- ☐ Seasonal Employees (Employee expressly hired for a specific task for a duration of less than twelve (12) months)
- ☐ Part-time Employees regularly scheduled for _____ (_____) or more hours per week

Ineligible Employees

- ☐ All individuals not otherwise identified as Eligible Employees in this Section
- ☐ Individuals specified as follows:

(Category cannot be age or service-based and cannot name specific individuals or a finite group)

1.41 HOURS OF SERVICE.

- ☐ An Employee shall be awarded a Year of Service upon completion of _____ (____) Hours of Service.

(The number of Hours of Service cannot exceed 2,000.) .

1.61 NORMAL RETIREMENT AGE (Applicable to In-Service Distributions)

- ☐ In-Service Distributions Not Allowed
- ☐ In-Service Distributions Allowed in Accordance with Section 10.05 (Continuing Employment after Normal Retirement Age)
- ☐ In-Service Distributions Allowed in Accordance with Section 10.06 (Re-employment after Benefit Commencement Date)

Normal Retirement Age for Allowable In-Service Distributions

- ☐ Eligible Employees (Select all that apply below)
 - ☐ Date the Member attains age sixty-five (65)
 - ☐ Date the Member attains age sixty-two (62)
 - ☐ The later of the date:
 - Member attains age sixty (60) and
 - Member completes five (5) Years of Vesting Service
 - ☐ The later of the date:
 - Member attains age fifty-five (55) and
 - Member completes ten (10) Years of Vesting Service
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds eighty (80)
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds _____ (____) (The numerical value shall not be less than eighty (80))
 - ☐ Date the Member completes twenty-five (25) Years of Vesting Service
- (Must be combined with one of the other options)

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 55 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

☐ Date the Member attains age _____ (____):

☐ The later of the date:

Member attains age _____ (____)

Member completes _____ (____) Years of Vesting Service

☐ Other: _____

☐ Police Officers, Firefighters and other qualified public safety employees as defined under Code Section 72(t)(10) have the following additional options (Select all that apply below)

☐ Date the Member attains age fifty (50)

☐ Date the Member completes twenty (20) Years of Vesting Service

☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds seventy (70)

☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds _____ (____) (The numerical value shall not be less than seventy (70))

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 50 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

☐ Date the Member attains age _____ (____):

☐ The later of the date:

Member attains age _____ (____)

Member completes _____ (____) Years of Vesting Service

☐ Other: _____

(Normal Retirement Age designation cannot be earlier than Superannuation Retirement Pension eligibility under Section 5.01.)

1.69 PLAN.

Plan name as adopted by the Municipality:

_____ **Cash Balance Plan**

1.70 PLAN ENTRY DATE (Select One)

- ☐ Employee's Employment Commencement Date
- ☐ After Completion of Eligibility Criteria under Section 2.01
- ☐ First day
- ☐ First day of the following month
- ☐ First day of the following calendar year quarter
- ☐ First day of following calendar year
- ☐ Other: (specify) :

(Option must be completed in a manner that results in Member entering Plan on the earlier of: (i) the first day of the plan year beginning after the date on which the employee has met the minimum age and service requirements; or (ii) six month after the date the requirements are met.)

1.71 PLAN YEAR (Select One)

The Plan Year shall be the:

- ☐ Calendar Year
- ☐ Twelve month period beginning _____ and ending _____

1.97 VESTING SERVICE.

Method of Measurement (Select One)

- ☐ Hours of Service Method
- ☐ Elapsed Time Method

Adjustments to Vesting Service

	<u>Include</u>	<u>Exclude</u>
Service as Employee before the Municipality's PMRS Plan Enrollment Date	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee before the Original Plan Effective Date	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the Non-PMRS Original Plan	<input type="checkbox"/>	
Service as Employee before the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee after the terminated Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Name of terminated Prior Plan:		
Service as Employee before the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee under the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Service as Employee after the merged Prior Plan of Municipality	<input type="checkbox"/>	<input type="checkbox"/>
Name of merged Prior Plan:	<input type="checkbox"/>	<input type="checkbox"/>

ARTICLE II: MEMBERSHIP

2.01 MEMBERSHIP ELIGIBILITY.

Eligibility Date (Select One)

- ☐ Employee's Employment Commencement Date
- ☐ Date on which the Employee completes _____ (____) months of Eligibility Service
- ☐ Date on which the Employee completes _____ (____) days of Eligibility Service
- ☐ Other date (specify): _____

(Service requirements cannot exceed twelve (12) months.)

ARTICLE III: MUNICIPALITY CONTRIBUTIONS

3.01 CONTRIBUTION AMOUNT.

Required Municipal Contribution (Select One)

- ☐ Not Required
- ☐ Required in an amount equal to: (Select One)
 - ☐ _____ percent (____%) of each Member's Compensation
 - ☐ _____ dollars (\$_____) per period
 - ☐ Per Weekly Period
 - ☐ Per Bi-Weekly Period
 - ☐ Per Semi-Monthly Period
 - ☐ Per Calendar Monthly Period
 - ☐ Per Calendar Year Period
 - ☐ Per Other Period (Please Specify): _____
 - ☐ _____ dollars (\$_____) per hour of Service

3.03 TIME OF PAYMENT OF CONTRIBUTION.

Contribution And Reporting Remittance (Select One)

- ☐ On an annual basis (not later than December 31)
- ☐ On a quarterly basis
- ☐ On a monthly basis
- ☐ On a payroll period basis
 - ☐ Per Weekly Period
 - ☐ Per Bi-Weekly Period
 - ☐ Per Semi-Monthly Period
 - ☐ Per Calendar Monthly Period
 - ☐ Per Calendar Year Period
 - ☐ Per Other Period (Specify): _____
- ☐ At the same time and frequency of Member's contributions as specified in Section 4.01 or Section 4.02

ARTICLE IV: MEMBER CONTRIBUTIONS

4.01 MEMBER PRE-TAX PICK-UP CONTRIBUTIONS.

Contribution Requirement (Select One)

- ☐ Not Required
- ☐ Required in an amount equal to _____ percent (____%) of Compensation

Contribution And Reporting Remittance (Select One)

- ☐ On a payroll basis
 - ☐ Per Weekly Period
 - ☐ Per Bi-Weekly Period
 - ☐ Per Semi-Monthly Period
 - ☐ Per Monthly Period
 - ☐ Per Other Period: _____
- ☐ On a monthly basis
- ☐ On a quarterly basis

4.02 MEMBER AFTER-TAX CONTRIBUTIONS.

Contribution Requirement (Select all that apply)

- ☐ Not Permitted
- ☐ Required in an amount equal to _____ percent (____%) of Compensation (Section 4.02(a))
- ☐ Optional After Tax Contributions in an amount not to exceed _____ percent (____%) of Compensation (Section 4.02(b))

Contribution And Reporting Remittance (Select One)

- ☐ On a payroll period basis
- ☐ Per Weekly Period
- ☐ Per Bi-Weekly Period
- ☐ Per Semi-Monthly Period
- ☐ Per Monthly Period
- ☐ Per Other Period: _____
- ☐ On a monthly basis
- ☐ On a quarterly basis

4.03 OTHER MEMBER CONTRIBUTIONS.

Service Purchase Contributions (Select one)

- ☐ Not Permitted
- ☐ Permitted

Prior Plan Transfer Contributions (Select one)

- ☐ Not Permitted
- ☐ Permitted

Prior Plan Termination Contributions (Select one)

- ☐ Not Permitted
- ☐ Permitted

(Such contribution shall be subject to the limits on the purchase of Permissive Service Credit (including Non-Qualified Service Credit) set forth in Article XI of the Base Plan Document.)

4.08 REPAYMENT OF MEMBER ACCOUNT.

Minimum Repayment Amount (Select one)

- ☐ An amount not less than _____ percent (____%) of the previously refunded amount including interest
- ☐ An amount equal to the lesser of (a): the repayment for one (1) year of Credited Service or (b): 100% of the previously refunded amount including interest

Repayment Time Period (Select one)

- ☐ At any time between the Member's Reemployment Commencement Date and the Member's subsequent Termination of Employment

- ☐ Repayment (not to exceed five (5) years) must be made within (complete only one) :

_____ (_____) days of the Member's Reemployment Commencement Date

_____ (_____) months of the Member's Reemployment Commencement Date

_____ (_____) years of the Member's Reemployment Commencement Date

ARTICLE V: SUPERANNUATION RETIREMENT PENSION

5.01 OFFERING OF SUPERANNUATION RETIREMENT PENSION.

- ☐ Eligible Employees (Select all that apply below)
- ☐ Date the Member attains age sixty-five (65)
 - ☐ Date the Member attains age sixty-two (62)
 - ☐ The later of the date:
 - Member attains age sixty (60) and
 - Member completes five (5) Years of Vesting Service
 - ☐ The later of the date:
 - Member attains age fifty-five (55) and
 - Member completes ten (10) Years of Vesting Service
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds eighty (80)
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds _____ (____) (The numerical value shall not be less than eighty (80))
 - ☐ Date the Member completes twenty-five (25) Years of Vesting Service (Must be combined with one of the other options)

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 55 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

- ☐ Date the Member attains age _____ (____)
 - ☐ The later of the date:
 - Member attains age _____ (____)
 - Member completes _____ (____) Years of Vesting Service
 - ☐ Other: _____
- ☐ Police Officers, Firefighters and other qualified public safety employees as defined under Code Section 72(t)(10) shall have the following additional options (Select all that apply below)
- ☐ Date the Member attains age fifty (50)
 - ☐ Date the Member completes twenty (20) Years of Vesting Service
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds seventy (70)
 - ☐ Date the Member's age plus completed Years of Vesting Service equals or exceeds _____ (____) (The numerical value shall not be less than seventy (70))

To use the three options below, the date the Member meets the specified conditions cannot be greater than the date the member attains age 65 nor less than the date the member attains age 50 and, in any event, may not be less than the representative typical retirement date for such Member's occupation.

- ☐ Date the Member attains age _____ (____):

☐ The later of the date:

Member attains age _____ (____)

Member completes _____ (____) Years of Vesting Service

☐ Other:

5.04 INVOLUNTARY/VOLUNTARY LUMP SUM PAYMENT OF SUPERANNUATION RETIREMENT PENSION.

Involuntary Lump Sum Payment (Amounts less than \$5,000)

☐ Required

☐ Not Required

Voluntary Lump Sum Payment (Amounts less than \$5,000)

☐ Permitted

☐ Not Permitted

5.06 CASH BALANCE ACCRUED BENEFIT CALCULATION RULES.

Cash Balance Contribution Credit Amount (Select All That Apply)

Accrued Benefit must be no less than one half of one percent (0.5%) of Compensation for each year of Credited Service. Additionally, the incremental accrual in any Plan year shall not exceed 133 1/3% of the accrual for any prior Plan year.

☐ _____ percent (____%) of the Compensation earned by the Member during each Cash Balance Contribution Credit Period

☐ _____ dollars (\$____) per each Cash Balance Contribution Credit Period

☐ _____ dollars (\$____) per each Hour of Service credited to the Member per Cash Balance Contribution Credit Period

☐ Member Optional After-Tax Contributions

ARTICLE VI: EARLY RETIREMENT PENSION

6.01 OFFERING OF EARLY RETIREMENT PENSIONS.

The Plan offers: (Select one)

☐ No Early Retirement Pension

☐ An Early Retirement Pension

6.02 ELIGIBILITY FOR EARLY RETIREMENT PENSION.

For An Early Retirement Pension (Select all that apply)

- ☐ Date the Member attains _____ (____) years of age
- ☐ Date the Member completes _____ (____) years of Vesting Service
- ☐ Date the Member age plus the Member Years of Vesting Service equals or exceeds _____ (____)
- ☐ The later of the date:
 - Member attains _____ (____) years of age
 - Member completes _____ (____) years of Vesting Service
- ☐ Date the Member is involuntarily terminated
(provided that the Member has at least eight (8) years of Vesting Service)

(Eligibility criteria selected must be earlier than eligibility criteria for Superannuation Retirement Pension under Section 5.01.)

6.03 AMOUNT OF EARLY RETIREMENT PENSION.

For Reduced Early Retirement Pension/Pension Benefit Reduction Factors (Select one)

Pension benefit reduction for each month between the Benefit Commencement Date and the Member Superannuation Retirement Date

- ☐ Actuarial Reduction using Actuarial Equivalence as defined in Section 1.04 of the Base Plan Document
- ☐ Annual rate of _____ percent (____%)
- ☐ Other reductive factor or schedule (must be uniform to all Members) (specify):

ARTICLE VII: DISABILITY PENSION

7.01 OFFERING OF DISABILITY PENSION.

The Plan offers: (Select all that apply)

- ☐ No Disability Pension
- ☐ Disability Pension
- ☐ Service-Connected Disability Pension

7.02 ELIGIBILITY FOR DISABILITY PENSION.

For Disability Pension: (Select all that apply)

- ☐ Member's Plan Entry Date
- ☐ Date the Member attains _____ (____) years of age
- ☐ Date the Member completes _____ (____) years of Vesting Service
- ☐ The later of the date:

Member attains _____ (____) years of age

Member completes _____ (____) years of Vesting Service For Service

Connected Disability Pension: (Select all that apply)

- ☐ Member's Plan Entry Date
- ☐ Date the Member attains _____ (____) years of age
- ☐ Date the Member completes _____ (____) years of Vesting Service The
- ☐ later of the date:

Member attains _____ (____) years of age

Member completes _____ (____) years of Vesting Service

ARTICLE VIII: DEFERRED VESTED PENSION

8.04 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.

Involuntary Lump Sum Payment (Amounts less than \$5,000)

- ☐ Permitted
- ☐ Not Permitted

Voluntary Lump Sum Payment (Amounts less than \$5,000)

- ☐ Permitted
- ☐ Not Permitted

8.05 VESTING SCHEDULE.

- | | |
|---------------------------------------------------------------------------------|-----------------|
| <input type="checkbox"/> 100% Vested upon Plan Entry Date | |
| <input type="checkbox"/> 100% Vested upon Specified Years of Vesting Service | % Vested |
| Less than _____ (____) years of Vesting Service | 0% |
| Equal to or greater than _____ (____) years of Vesting Service | 100% |
| (Not to exceed fifteen (15) years of Vesting Service) | |
| <input type="checkbox"/> Percent Vested upon Completed Years of Vesting Service | % Vested |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| _____ (____) years | _____ % |
| (Not to exceed twenty (20) years of Vesting Service) | |

ARTICLE IX: DEATH BENEFITS

9.01 PRE-RETIREMENT DEATH BENEFIT.

Offering of Pre-Retirement Death Benefit

- | |
|----------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Not Offered (Distribution of Minimum Death Benefit only) |
| <input type="checkbox"/> Offered to a Member who has met the requirements: (Select all that apply) |
| <input type="checkbox"/> To receive a Superannuation Retirement Pension under Section 5.01 |
| <input type="checkbox"/> To receive an Early Retirement Pension under Section 6.02 |
| <input type="checkbox"/> Of minimum Vesting Service under Section 8.05 |
| <input type="checkbox"/> Completion of _____ (____) Years of Vesting Service under Section 8.05 |

ARTICLE X: PAYMENT OF RETIREMENT BENEFIT – NORMAL & OPTIONAL FORMS OF DISTRIBUTION

10.01 NORMAL FORM OF BENEFIT.

- [] Single Life Annuity for the life of the Member
- [] Single Life Annuity with 50% Spouse/Minor Children Survivor
Payable for the life of the Member, and one-half the monthly amount payable for the life of the Spouse or Minor Children as applicable following the death of the Member.
- [] Single Life Annuity with 100% Spouse/Minor Children Survivor
Payable for the life of the Member, and the same monthly amount payable for the life of the Spouse or Minor Children as applicable following the death of the Member.

(All Normal Form payments shall be adjusted as appropriate to comply with Code Section 415(b))

10.02 OPTIONAL FORMS OF BENEFIT.

The optional forms of benefit offered to the Member.

- [] Single Life Annuity with Minimum Net Present Value.
Single life annuity with guaranteed total payment equal to the Actuarial Equivalence of straight life annuity determining as Benefit Commencement Date
- [] Single Life Annuity with Ten (10) Years of Certain Payments
Payable for the life of the Member, with a minimum 120 monthly payments if the Member death occurs prior to 120 monthly payments being paid to the Member
- [] Single Life Annuity with Twenty (20) Years of Certain Payments
Payable for the life of the Member, with a minimum 240 monthly payments if the Member death occurs prior to 240 monthly payments being paid to the Member
- [] Joint Life Annuity with 50% Survivor Annuitant Benefit
Payable for both the life of the Member and the Survivor Annuitant, with the Survivor Annuitant receiving 50% of the monthly benefit that had been received by the Member
- [] Joint Life Annuity with 100% Survivor Annuitant Benefit
Payable for both the life of the Member and the Survivor Annuitant, with the Survivor Annuitant receiving 100% of the monthly benefit that had been received by the Member
- [] Lump Sum Payment of Employee Contributions and Excess Interest Investment Account with a Normal or Optional Form of Annuity Benefit
The Normal or Optional Form of Benefit will be actuarially reduced in an amount equal to the lump sum payment.

10.03 COST OF LIVING ADJUSTMENT.

Offering of Cost of Living Adjustment ("COLA")

- ☐ Not Offered
- ☐ Offered at the Discretion of the Municipality
An ad hoc, one-time adjustment elected by the Municipality and implemented with a Plan amendment or addendum specifying the COLA amount, the eligible payees and the beginning adjustment date.
- ☐ Offered upon allocation of Excess Interest under Section 15.10
 - ☐ Proportionately by Monthly Retirement Benefit (equal percentage)
 - ☐ In Equal Dollar Amounts per Eligible Payee
- ☐ Offered on a Continuing Basis and Applied Every _____ (____) Year(s)
 - ☐ Fixed applied rate in the amount of _____ percent (____%)
 - ☐ Adjustable rate in an amount equal to the most recent calendar year annual change in the Consumer Price Index ("CPI COLA")

Maximum and Minimum Limits on CPI COLA

- ☐ No Maximum and Minimum Limits
Maximum and Minimum Annual Limits Follows: (Select all that apply)
 - ☐ Maximum limit of _____ percent (____%)
 - ☐ Minimum limit of _____ percent (____%)Maximum Cumulative Limits Based on: (Select all that apply)
 - ☐ _____ percent (____%) of Final Average Salary
 - ☐ _____ percent (____%) of Initial Monthly Retirement Benefit
 - ☐ _____ percent (____%) of Simple Addition of COLA Percentage Rates

Payees Eligible for COLA (Select all that apply)

- ☐ All Retired Members
- ☐ Retired Members having Retired on or before: _____ (insert date)
- ☐ Retired Members having Retired on or after: _____ (insert date)
- ☐ Other Eligibility for Payees: **Having a balance in an Excess Interest Account in accordance with Section 15.10**

10.05 CONTINUATION OF EMPLOYMENT AFTER NORMAL RETIREMENT AGE.

A Member continuing as an Employee (as defined in Section 1.34) after Normal Retirement Age:

- ☐ May elect to Retire and commence payment of Superannuation Retirement Benefit without a Severance from Credited Service or a Termination of Employment
- ☐ Shall not be able to commence Superannuation Retirement Benefit without a Termination of Employment or Retirement

10.06 REEMPLOYMENT OF RETIRED MEMBER.

After Reemployment Commencement Date as an Employee (as defined in Section 1.34), the Retired Member:

- ☐ Shall elect to continue or cease receiving his Accrued Benefit
- ☐ Shall cease receiving his Accrued Benefit

**ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING
THE CREDITING OF SERVICE**

11.01 SERVICE UPON REEMPLOYMENT. (Select one)

- ☐ Not Applicable; Plan has Member Contributions
- ☐ Credited Service shall be restored regardless of Breaks in Service
- ☐ Credited Service shall be restored if the Member has incurred less than _____
(____) consecutive Breaks in Service (must be equal to or greater than five (5))

11.02 SERVICE PRIOR TO ORIGINAL PLAN EFFECTIVE DATE.

Inclusion of Credited Service Prior to the Original Plan

- ☐ Not Included
- ☐ Included subject to the following limits: (Select all that apply)
 - ☐ No limit on Credited Service Prior to Original Plan
 - ☐ A maximum _____ percent (____%) of such Credited Service
 - ☐ A maximum _____ (____) years of such Credited Service
 - ☐ Excluding such Prior Credited Service as follows:

Member Purchase of Credited Service Prior to Original Plan

- ☐ Not permitted to purchase such Credited Service
- ☐ Member is permitted to purchase such Credited Service as follows: (Select one)
 - ☐ _____ percent (____%) of the Actuarial Equivalence of the Service to be purchased.
 - ☐ Other method or formula as follows:

Member Payment Time Period for Purchase of Credited Service Prior to Original Plan
(Select all that apply)

- ☐ Member payment must be made in whole within _____ (____) days of payment notification amount by the Municipality
- ☐ Member may elect to make the required payment by payroll deduction for a period not to exceed _____ (____) years (maximum five (5) years).
- The payment will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment
- ☐ Other time period as follows:

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment

11.03 QUALIFIED MILITARY SERVICE.

Non Intervening Military Service

<u>Return to Employment</u>	Yes	No
Repayment of Mandatory Employee Contributions required to receive Credited Service	<input type="checkbox"/>	<input type="checkbox"/>

Death During Military Service

Credited Service granted to Members who die during Qualified Credited Military Service	<input type="checkbox"/>	<input type="checkbox"/>
----------------------------------------------------------------------------------------	--------------------------	--------------------------

Disability During Military Service

Credited Service granted to Members who become Disabled during Qualified Credited Military Service	<input type="checkbox"/>	<input type="checkbox"/>
Vesting Service granted to Members who become Disabled during Qualified Credited Military Service	<input type="checkbox"/>	<input type="checkbox"/>

11.04 TRANSFER OF SERVICE AND ASSETS FROM ANOTHER SYSTEM PLAN.

- ☐ Plan will allow the transfer of Member Credited Service, Vesting Service and Contribution Account assets from or to other System Plans
- ☐ Plan will not allow the transfer of Member Credited Service, Vesting Service and Contribution Account assets from or to other System Plans

11.05 PRIOR PLAN SERVICE CREDIT.

Transfer Contributions

- ☐ Credited Service Purchase allowed
- ☐ Credited Service Purchase not allowed

Termination Contributions

- ☐ Credited Service Conversion allowed
- ☐ Credited Service Conversion not allowed

Inclusion of Prior Plan Credited Service

- ☐ Not Included
- ☐ Included subject to the following limits: (Select all that apply)
 - ☐ Limited to Credited Service Before the Prior Plan
 - ☐ Limited to Credited Service During the Prior Plan
 - ☐ Limited to Credited Service After the Prior Plan
 - ☐ A maximum _____ percent (____%) of such Limited Credited Service
 - ☐ A maximum _____ (____) years of such Limited Credited Service
 - ☐ Excluding such Limited Credited Service as follows:

Member Purchase of such Prior Plan Credited Service

- ☐ Not permitted to purchase such Credited Service
- ☐ Member is permitted to purchase such Credited Service as follows: (Select one)
 - ☐ _____ percent (____%) of the Actuarial Equivalence of the Service to be purchased.
 - ☐ Other method or formula as follows:

Member Payment Time Period for Purchase of Prior Plan Credited Service
(Select all that apply)

- ☐ Member payment must be made in whole within _____ (____) days of payment notification amount by the Municipality
- ☐ Member may elect to make the required payment by payroll deduction for a period not to exceed _____ (____) years (maximum five (5) years).

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment.
- ☐ Other time period as follows:

Payments over multiple periods will be adjusted to include interest at the rate established by the Board compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Municipality shall end on the last day of the month preceding the final payment

11.06 TRANSFER OF LOANS.

Transferred from Prior Plan

- ☐ Shall be permitted
☐ Shall not be permitted

11.07 PERMISSIVE SERVICE CREDIT.

- ☐ The Plan will not allow the purchase of Permissive Service Credit
☐ The Plan will allow the purchase of Permissive Service Credit

Maximum Amount of Allowable Permissive Service Credit

- ☐ No limit on allowable years of service
☐ Years of service allowed to be purchased shall not exceed _____ (____) years

Applicable Service Types (Select all that apply)

- ☐ Federal government service
☐ Commonwealth of Pennsylvania government service (including school district service)
☐ Government service with Municipalities located within the Commonwealth of Pennsylvania
☐ Government service with states other than the Commonwealth of Pennsylvania:
☐ Government service with other municipalities located outside the Commonwealth of Pennsylvania:

11.08 NON-QUALIFYING SERVICE CREDIT.

- ☐ The Plan will not allow the purchase of Nonqualified Service Credit
☐ The Plan will allow the purchase of Nonqualified Service Credit

Maximum Amount of Allowable Nonqualified Service Credit

- ☐ Years of Nonqualified Service Credit allowed to be purchased shall not exceed _____ (____) years (maximum of five (5))

ARTICLE XIII: ADMINISTRATION

13.04 NOTICE TO MUNICIPALITY.

Municipality: _____, Pennsylvania

Employer Identification Number: _____

Address 1: _____

Address 2: _____

City, ST Zip: _____, PA _____

Contact Name: _____

Contact Position: _____

Phone Number: (____) ____-____ Fax Number: (____) ____-____

Email Address _____

ARTICLE XV: PENNSYLVANIA MUNICIPAL RETIREMENT FUND

15.10 ALLOCATION OF EXCESS INTEREST.

Municipality Allocation

Between three account types: Municipal Account, Active and Deferred Vested Member Accounts and Payee Accounts (Select one)

- ☐ Proportionately by Aggregate Account Balances (equal percentage)
- ☐ Proportionately between Active and Deferred Vested Member Accounts and Payee Accounts only
- ☐ In Equal Dollar Amounts per Account Type
- ☐ Specified Percentage by Account Type

_____ percent (____ %) to the Municipal Account

_____ percent (____ %) to the Active and Deferred Vested Member Accounts

_____ percent (____ %) to the Payee Accounts (See Section 10.03 for Payee Allocation)

Active and Deferred Vested Member Allocation

If allocated an amount of Excess Interest (Select one)

- ☐ Proportionately by Account Balance (equal percentage)
- ☐ In Equal Dollar Amounts per Member Proportionately
- ☐ Proportionately by Credited Service

[Signatures on the following page]

The Municipality hereby agrees to the provisions of this Adoption Agreement, Base Plan Document and Trust, and in witness of its agreement, the Municipality by its duly authorized officers has executed this Adoption Agreement, on the date specified below.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day, month and year above written.

ATTEST:

BY: _____

BY: _____
Head of Governing Authority

DATE: _____

ATTEST

**PENNSYLVANIA MUNICIPAL
RETIREMENT BOARD**

BY: _____
PMRS Secretary

BY: _____
PMRS Board Chair

DATE: _____

Approved as to form and legality:

BY: _____
Chief Counsel, PMRS

BY: _____
Office of General Counsel

BY: _____
Office of Attorney General

This Plan is an important legal document. Failure to properly fill out this Adoption Agreement may result in disqualification of this Plan. PMRS will inform you of any amendments made to the Base Plan Document. The PMRS mailing address for U.S. Postal Service delivery is P.O. Box 1165, Harrisburg, PA 17108-1165. The PMRS street address for overnight/courier service delivery is 1721 N. Front Street, 3rd Floor, Harrisburg, PA 17102-2315

You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in Revenue Procedure 2015-36.

You may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2015-36. In order to have reliance in such cases, an individual application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.



**PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM
CASH BALANCE PLAN
Adoption Agreement Amendment**

The undersigned, **North Wales Borough, Pennsylvania** ("Municipality"), pursuant to Article XVI of the Base Plan Document, is amending its Adoption Agreement having the effective date and the expiration date as shown below. The Municipality makes the following elections granted under the provisions of the Base Plan Document:

PLAN AMENDMENT

Amendment Effective Date:	July 1, 2020
Adoption Agreement Effective Date:	July 1, 2020
Application:	General
Amendment Expiration Date:	N/A
General Description:	Establishes the Vesting Schedule for Members.
Affected Members:	All Members.

AMENDED ADOPTION AGREEMENT SECTIONS

The Sections of the Adoption Agreement below are applicable to this Amendment and will be effective for the Affected Members between Amendment Effective Date and the Amendment Expiration Date. All other sections of the applicable Defined Benefit Plan Adoption Agreement 001 remain the same during the period between the Amendment Effective Date and the Amendment Expiration Date.

8.05 VESTING SCHEDULE.

☐ [--] 100% Vested upon Plan Entry Date

☐ [--] 100% Vested upon Specified Years of Vesting Service **% Vested**

Less than _____ (____) years of Vesting Service 0%

Equal to or greater than _____ (____) years of Vesting Service 100%

(Not to exceed fifteen (15) years of Vesting Service)

☒ [X] Percent Vested upon Completed Years of Vesting Service **% Vested**

one (1) years 10%

two (2) years 20%

Three (3) years 30%

four (4) years 40%

five (5) years 50%

six (6) years 60%

seven (7) years 70%

eight (8) years 80%

nine (9) years 90%

Ten (10) years 100%

(Not to exceed twenty (20) years of Vesting Service)



The Municipality hereby agrees to the provisions of this Adoption Agreement Amendment, and in witness of its agreement, the Municipality by its duly authorized officers has executed this Adoption Agreement Amendment, on the date specified below.

IN WITNESS WHEREOF, we have hereunto set our hands and seal the day, month and year above written.

ATTEST:

NORTH WALES BOROUGH

BY _____

BY _____
Head of Governing Authority

DATE: _____

ATTEST

**PENNSYLVANIA MUNICIPAL
RETIREMENT BOARD**

BY: _____
Secretary

BY _____
Board Chair

DATE: _____

Approved as to form and legality:

BY: _____
Chief Counsel, PMRS

BY _____
Office of General Counsel

BY: _____
Office of Attorney General

This Plan is an important legal document. Failure to properly fill out this Adoption Agreement Amendment may result in disqualification of this Plan. PMRS will inform you of any amendments made to the Base Plan Document. The address of PMRS is 1721 North Front Street, Harrisburg, PA 17102.

You may rely on an opinion letter issued by the Internal Revenue Service as evidence that this Plan is qualified under Code Section 401 only to the extent provided in Revenue Procedure 2015-36.

You may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2015-36. In order to have reliance in such cases, an individual application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.

**NORTH WALES BOROUGH 2020 PAVING PROJECT
ATTACHMENT 1 B
DESCRIPTION OF WORK**

(DRAFT: JULY 8, 2020)

This work includes the provision of all materials, labor, and incidental requirements as more particularly described in the bid documents for the North Wales Borough 2020 Paving Project. The project consists of milling, selective pavement repair, resurfacing, and handicap ramp replacement and installation.

The Base Bid will require approximately 8,800 square yards of milling and wearing course resurfacing, of which 7,805 square yards is selective pavement base repair. This Base Bid also includes twenty-three (23) replacement handicap ramps and two (2) new handicap ramps. The Alternate Bid will require approximately 8,955 square yards of milling and wearing course resurfacing, of which 7,820 square yards is selective pavement base repair. This also includes thirteen (13) replacement handicap ramps and three (3) new handicap ramps.

**Base Bid
A-1**

Pennsylvania Avenue between Highland Avenue and Washington Avenue

This work will include 348 linear feet of 1.5-inch mill and overlay across the full 32-foot wide roadway beginning at the western curblin at Highland Avenue and extending to the existing pavement joint near/before Washington Avenue. In addition, work will consist of full width pavement repair along the entire 348 linear feet of roadway. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work will require replacement of one (1) existing handicap ramp at the southwestern corner of the intersection with Highland Avenue. The opposite handicap ramp was constructed during the 2018 Paving Project and does not need to be replaced.

Additionally, the existing crosswalk crossing Pennsylvania Avenue at Washington Avenue will be removed and the double yellow line at Washington Avenue will be repainted.

**Base Bid
A-2**

100 block of West Montgomery Ave. between S. Main St. and S. Pennsylvania Ave.

This work will include 564 linear feet of 1.5-inch mill and overlay across the full 26-foot wide roadway beginning at the southern curblin at South Main Street and extending to and across the intersection with South Pennsylvania Avenue to an existing pavement joint. Mill and overlay work will also extend 20 linear feet westerly along South Pennsylvania Avenue (32-foot wide) beginning at the western curblin of West Montgomery Avenue. In addition, work will consist of full width pavement repair along the entire 564 linear feet of roadway along West Montgomery Avenue and along the entire 20 linear feet of roadway along South Pennsylvania Avenue. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work will require the replacement of two (2) existing handicap ramps at the intersection of South Main Street and the replacement of four (4) existing handicap ramps at the intersection of South Pennsylvania Avenue. Associated pavement markings

such as a crosswalk and stop bar at South Main Street will also be included in this work.

**Base Bid
A-3**

West Montgomery Avenue between Swartley Street and Center Street

This work will include 816 linear feet of 1.5-inch mill and overlay across the full 25-foot wide roadway beginning at the northern curblineline of Swartley Street, across Swartley Street and along West Montgomery Avenue to the far end of the existing inlets just past Center Street. Mill and overlay work will also extend 25 linear feet westerly to an existing joint along Swartley Street (30-foot wide) beginning at the western curblineline of West Montgomery Avenue and 22 linear feet easterly along Swartley Street (30-foot wide) beginning at the eastern curblineline of West Montgomery Avenue. Mill and overlay work will also extend 27 linear feet easterly along Center Street (27-foot wide) beginning at the eastern curblineline of West Montgomery Avenue and 23 linear feet westerly along Center Street (27-foot wide) beginning at the western curblineline along West Montgomery Avenue.

In addition, work will consist of 20-foot wide pavement repair areas (even side) along 816 linear feet of roadway along West Montgomery Avenue and to the east and west along the full width of Swartley Street for the distances described above. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work will require replacement of four (4) existing handicap ramps at the intersection with Swartley Street and the replacement of four (4) existing handicap ramps at the intersection with Center Street.

**Base Bid
A-4**

Summit Street between South 8th Street and South 5th Street

This work will include 688 linear feet of 1.5-inch mill and overlay across the full 24-foot wide roadway between the existing joint near South 8th Street and the northern curblineline of South 5th Street. Mill and overlay work will also extend 20-feet westerly along South 6th Street (25-foot wide) beginning at the western curblineline of Summit Street. In addition, work will consist of pavement repair areas as described below. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

- a. Full width pavement along the entire 364 linear feet between the existing joint near South 8th Street and the southern curblineline at South 6th Street.
- b. Full width pavement along the entire 20-feet along South 6th Street.
- c. Half width pavement repair (odd side) beginning at the southern curblineline of South 6th Street and extending 299-feet to the existing joint near South 5th Street.
- d. Full width pavement at South 5th Street for 25 linear feet between the existing joint near and the northern curblineline at South 5th Street.

The pavement work will remain outside the intersection with South 8th Street, therefore no handicap ramp replacement will be required. However, the pavement work will require installation of two (2) new handicap ramps at the intersection of South 6th Street and replacement of two (2) existing handicap ramps at the intersection of South 5th Street.

**Base Bid
A-5**

Pennsylvania Avenue between library driveway and West Montgomery Avenue

This work will include 250 linear feet of 1.5-inch mill and overlay across the full 32-foot wide roadway beginning at the eastern curbline at West Montgomery Avenue and extending to the existing pavement joint just past the library driveway. In addition, work will consist of full width pavement repair along the entire 250 linear feet of roadway. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work at the intersection of Pennsylvania Avenue and West Montgomery Avenue is associated with that of Base Bid A-2.

**Base Bid
A-6**

Summit Street between South 2nd Street and South Main Street

This work will include 181 linear feet of 1.5-inch mill and overlay across the full 25-foot wide roadway beginning at the utility pole near South Main Street and extending to the southern curbline at South 2nd Street. In addition, work will consist of full width pavement repair along the entire 181 linear feet of roadway. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

This work will not extend into the intersection of South Main Street, therefore no handicap ramp replacement will be required, however the pavement work will require replacement of two (2) existing handicap ramps at the intersection with South 2nd Street. Pavement markings such as a crosswalk and stop bar at South Main Street will also be included in this work.

**Base Bid
A-7**

Handicap Ramp Corrections

This work will consist of the replacement of two (2) existing handicap ramps; one (1) at the northeastern corner of the intersection of Beaver Street and North Main Street and one (1) at the southeastern corner of the intersection of School Street and 2nd Street.

**Alternate Bid
B-1**

South 2nd Street between East Prospect Street and Summit Street

This work will include 743 linear feet of 1.5-inch mill and overlay across the full varied width of roadway between the western curbline at East Prospect Street and the eastern curbline at Summit Street. In addition, work will consist of pavement repair along the entire length of South 2nd Street for a width of 18-feet. The repair work will begin on the southern side of South 2nd Street and extend 18-feet toward the existing school. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work will require replacement of one (1) existing handicap ramp at the southwestern corner of the intersection with East Prospect Street. The opposite handicap ramp was constructed in 2012 and meets current ADA standards, therefore does not need to be replaced. A crosswalk at East Prospect Street will also be installed.

Upon observation, the northeasterly handicap ramp at the intersection with Summit Street will also be replaced to correct drainage issues that appear to exist.

The pavement work at the intersection of South 2nd Street and Summit Street is associated with that of Base Bid A-6.

Alternate Bid**B-2****South 10th Street between East Montgomery Avenue and Walnut Street**

This work will include 431 linear feet of 1.5-inch mill and overlay across the full 30-foot wide roadway between the eastern curbline of Walnut Street (S.R. 2010) and the western curbline at East Montgomery Avenue. In addition, work will consist of pavement repair areas as described below. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

- a. Full width pavement repair beginning at the eastern curbline of Walnut Street (S.R. 2010) and extending 219-feet toward East Montgomery Avenue.
- b. Partial width pavement repair then extending 212-feet toward East Montgomery Avenue. The pavement repair will be 15-feet wide.

The pavement work will require installation of two (2) new handicap ramps at East Montgomery Avenue and replacement of two (2) existing handicap ramps at Walnut Street (S.R. 2010). A crosswalk at East Montgomery Avenue will also be installed.

Alternate Bid**B-3****South 4th Street between Church Street and East Montgomery Avenue**

This work will include 527 linear feet of 1.5-inch mill and overlay across the full 30-foot wide roadway between the pavement joint near Church Street and the eastern curbline of East Montgomery Avenue. In addition, work will consist of full width pavement repair along 507 linear feet of roadway between the joint near Church Street and the eastern edge of the existing inlets new East Montgomery Avenue. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

The pavement work will require replacement of two (2) existing handicap ramps at East Montgomery Avenue.

Alternate Bid**B-4****South 6th Street between Church Street and East Montgomery Avenue**

This work will include 622 linear feet of 1.5-inch mill and overlay across the full 32-foot wide roadway beginning at the western curbline at Church Street and extending to the eastern curbline at East Montgomery Avenue. In addition, work will consist of full width pavement repair along the entire 622 linear feet of roadway. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

This work will require replacement of one (1) existing handicap ramp at Church Street, replacement of two (2) existing handicap ramps at East Montgomery Avenue, and installation of one (1) new handicap ramp at Church Street.

Alternate Bid**B-5****South 5th Street between Church Street and East Montgomery Avenue**

This work will include 545 linear feet of 1.5-inch mill and overlay across the full 30-foot wide roadway between the western curbline at Church Street and to the eastern curbline at East Montgomery Avenue. In addition, work will consist of pavement repair along areas as described below. Pavement repair areas will consist of an additional 2-inch mill and binder course installation.

- a. Full width pavement repair along 370 linear feet of roadway between the existing stop

sign at Church Street and the western edge of the alley located east of East Montgomery Avenue.

- b. Full width pavement repair along 32 linear feet of roadway beginning at the eastern curbline of East Montgomery Avenue and extending toward the alley.

The pavement work will require replacement of two (2) existing handicap ramps at Church Street and replacement of two (2) existing handicap ramps at East Montgomery Avenue.



Boucher & James, Inc.
CONSULTING ENGINEERS

AN EMPLOYEE OWNED COMPANY
INNOVATIVE ENGINEERING

July 10, 2020

Christine Hart, Borough Manager
North Wales Borough
300 School Street
North Wales, Pennsylvania 19454-31367

**SUBJECT: ENGINEERING SERVICES PROPOSAL
2020 PAVING PROJECT – HANDICAP RAMP DESIGN
NORTH WALES BOROUGH, MONTGOMERY COUNTY
PROJECT NO. 2068028**

Dear Ms. Hart:

Boucher & James, Inc. is pleased to provide you with this proposal for the following engineering services.

I. PROJECT OBJECTIVE

The Borough wishes to complete a paving project along various selected streets located within the Borough. As a result, handicap ramps will need to be replaced or installed.

This proposal is split between Priority A Handicap Ramps and Priority B Handicap Ramps. The following intersections will require new or replacement ramps as noted.

Priority A Handicap Ramps

A total of twenty-three (23) new and/or replacement handicap ramps are included as Priority A.

1. Pennsylvania Ave. at Highland Ave.
2. W. Montgomery Ave. at S. Main St.
3. W. Montgomery Ave. at S. Pennsylvania Ave.
4. W. Montgomery Ave. at Center St.
5. West Montgomery Ave. at Swartley St.
6. Summit St. at S. 5th St.
7. Summit St. at S. 6th St.
8. Summit St. at S. 2nd St.
9. NE corner of Beaver St. and N. Main St.
10. SE corner of School St. and 2nd St.

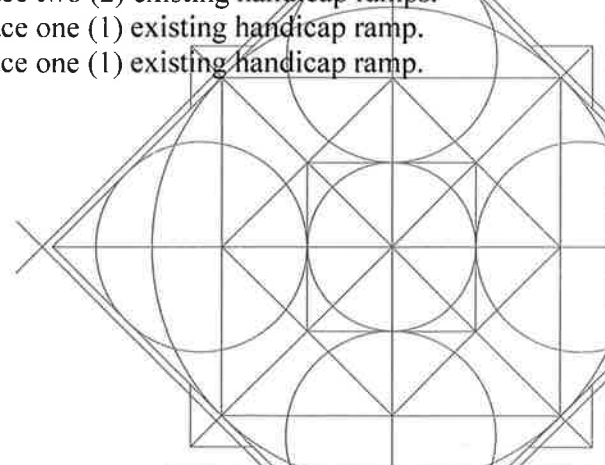
- Replace one (1) existing handicap ramp.
Replace two (2) existing handicap ramps.
Replace four (4) existing handicap ramps.
Replace four (4) existing handicap ramps.
Replace four (4) existing handicap ramps.
Replace two (2) existing handicap ramps.
Install two (2) new handicap ramps.
Replace two (2) existing handicap ramps.
Replace one (1) existing handicap ramp.
Replace one (1) existing handicap ramp.

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



Priority B Handicap Ramps

A total of sixteen (16) new and/or replacement handicap ramps are included as Priority B.

- | | |
|--------------------------------------------------------|-------------------------------------------------------------------------------|
| 1. South 2 nd St. at E. Prospect St. | Replace one (1) existing handicap ramp. |
| 2. South 2 nd St. at S. 2 nd St. | Replace one (1) existing handicap ramps. |
| 3. S. 10 th St. at E. Montgomery Ave. | Install two (2) new handicap ramps. |
| 4. S. 10 th St. at Walnut St. | Replace two (2) existing handicap ramps. |
| 5. S. 4 th St. at E. Montgomery Ave. | Replace two (2) existing handicap ramps. |
| | Replace one (1) existing handicap ramp and install one (1) new handicap ramp. |
| 6. S. 6 th St. at Church St. | Replace two (2) existing handicap ramps. |
| 7. S. 6 th St. at E. Montgomery Ave. | Replace two (2) existing handicap ramps. |
| 8. S. 5 th St. at Church St. | Replace two (2) existing handicap ramps. |
| 9. S. 5 th St. at E. Montgomery Ave. | Replace two (2) existing handicap ramps. |

II. SCOPE OF SERVICES

A. Survey

Boucher & James, Inc. will complete survey of those areas listed above for proposed new handicap ramps and the replacement of existing handicap ramps.

1. Field locate existing edge of pavement and centerline, existing utilities that may have an effect on this project, existing handicap ramps and adjacent sidewalk and curb areas.
2. Topographic survey to utilize in design of ADA compliant handicap ramps.

B. Ramp Design Plans

Boucher & James, Inc. will design handicap ramps to replace existing ramps and will design newly proposed handicap ramps. Design plans will be prepared for each intersection.

III. COMPENSATION FOR SERVICES

The cost for **Boucher & James, Inc.** to perform the above Item **II. SCOPE OF SERVICES** is outlined below.

	<u>Task</u>	<u>Cost</u>
A. Survey		
	Priority A Handicap Ramps	\$ 10,915.00
	Priority B Handicap Ramps	\$ 7,595.00
B. Handicap Design Plans		
	Priority A Handicap Ramps	\$ 12,585.00
	Priority B Handicap Ramps	\$ 8,905.00
	TOTAL PRIORITY A HANDICAP RAMPS	\$ 23,500.00
	TOTAL PRIORITY B HANDICAP RAMPS	\$ 16,500.00
	TOTAL PRIORITY A & PRIORITY B HANDICAP RAMPS	\$ 40,000.00


Christine Hart, North Wales Borough Manager
Engineering Services Proposal – 2020 Paving Project, Handicap Ramp Design
July 10, 2020

The proposed quote herein will remain effective for sixty (60) days from the date of this letter. As the project progresses, information revealed may require changes that could affect the scope of work and the associated cost. Additional services beyond the above Item **II. SCOPE OF SERVICES** and/or called for by the Borough, as ordered and authorized will be invoiced for a fee negotiated and agreed upon after the scope has been defined; or, at an applied hourly rate basis according to the Borough's Standard Rate Schedule currently in effect at the time the work is performed.

Please execute this agreement in duplicate, and return one (1) copy to **Boucher & James, Inc.**

We look forward to working with you on this project.

Sincerely,


Melissa E. Prugar, P.E. (67)
Borough Engineer

MEP/cg

Accepted this _____ day of _____, 2020

by: _____

Authorized Signature



Certified Local Government Program

Master Grant Contracts

CLG Grant Program Master Grant Contracts

Certified Local Governments (CLGs) in Pennsylvania are eligible to apply for grants and scholarships through the CLG Grant Program for projects and training programs that support the community's historic preservation program. Through this program, multiple grants may be awarded per year with each grant award ranging from \$100 to \$25,000. To help facilitate the transfer of these grants and allow projects to begin quickly following the funding award, the Pennsylvania Historical and Museum Commission (PHMC) is implementing a new Master Grant Contract for the CLG Grant Program beginning in June 2020. While grant awards previously required the execution of a full grant agreement for each project, the master contract will allow PHMC to more easily award grants and scholarships of any amount to CLGs throughout the year. This will streamline the process by reducing the number of approvals required for each funding award.

How do Master Grant Contracts work?

All CLGs will be given a Master Grant Contract that, once executed, will be valid until December 31, 2024. The Master Contract is not for a specific project or dollar amount. Instead, the Master Contract sets up a system for the submission of projects, grants, or scholarships and their approval without requiring the reviews and approvals that are required for an entire intergovernmental agreement between the Commonwealth and the CLG. The Master Contract's terms and conditions are substantially similar to those of the older project-specific grants.

From time to time, the PA SHPO will accept applications for Project Grants (up to \$25,000), Mini Grants (up to \$5,000) and Scholarships (no maximum). Each funding round will have unique guidelines and application deadlines. If your community is awarded funds under any of these programs, the PA SHPO will issue a funding release form, workplan, and budget specific to that project and grant amount. Once this packet is reviewed and approved by PHMC Counsel and the Comptroller the project can proceed. This system will allow your community to have multiple grants open at one time and will eliminate the need to execute new contracts each time. Each grant will have its own scope, budget, and timeline.

How do we know what the approved scope of work, deliverables, and budget are for a funded project?

Each grant award, whether it is for a large survey project or a small training scholarship will have a unique Funding Release number and a Workplan and Budget. The PA SHPO will provide the project contact person with a draft Workplan and Budget for review before it is processed and the project is authorized to begin.

Will we be able to change the scope or budget of an approved project?

Yes. Changes to the scope, deliverables, or budget can be made during the course of the project's work period by requesting those changes in writing. The PHMC will then amend the Workplan and Budget to reflect the approved changes.

What happens when the Master Contracts expire?

The initial grant contracts are backdated to January 1, 2020 and will be valid through December 31, 2024. Prior to the end date, CLGs will receive a new Master Contract that will begin on January 1, 2025 and will extend for an additional five (5) years.

**CERTIFIED LOCAL GOVERNMENT GRANT AGREEMENT
BETWEEN
PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
AND
BOROUGH OF NORTH WALES, MONTGOMERY COUNTY**

This agreement ("Agreement") is made and entered into by and between the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter "Commission") and the Borough of North Wales, (hereinafter "Grantee," or "Contractor").

WHEREAS, the National Park Service, United States Department of the Interior ("National Park Service") pursuant to the National Historic Preservation Act, 54 U.S.C. § 302902, makes certain funds available to the Commonwealth for the identification, evaluation and protection of historic resources in Pennsylvania to be distributed as grants in a program administered by the Commission; and

WHEREAS, the Grantee is a Certified Local Government ("CLG") according to 54 U.S.C. § 302501 *et seq.*, effective as of 1/9/2020 and will submit projects that meet the requirements of the abovementioned guidelines during the term of the Agreement.

NOW, THEREFORE, the parties intending to be legally bound hereby, agree as follows:

I. Term. The term of the Agreement shall begin on January 1, 2020 and end on December 31, 2024, subject to its other provisions, and the availability of funds, unless terminated earlier by either party in accordance with the termination provisions of this Agreement. This Agreement shall not become legally binding and effective until all signatories, including those signing their approvals for form and legality, have signed the Agreement and the Commonwealth provides a fully signed copy to the Grantee. The effective date shall be the date the last signing party has affixed their signature.

II. Amount of the Contract. Subject to the terms of this Agreement, the Commission upon issuance of a Funding Release Form will make funds appropriated available to the Grantee, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Commission, and which is incorporated herein by reference. All Funding Release Forms issued by the Commission are incorporated by reference and examples of forms are attached and incorporated at Exhibit A.

III. Responsibilities of the Parties.

1. Responsibilities of the Certified Local Government.

A. **Grant Project.** A Grantee may submit multiple grant projects per year according to CLG grant policy. These grant projects will then become part

of and referenced within each Funding Release Form.

- B. **Project Description.** The Grantee shall use the grant award amount in accordance with each project description and budget.
- C. **Project Budget.** The Grantee's receipt of the executed Funding Release Form authorizes the Grantee to incur costs in accordance with the Funding Release Form.
- D. **Submission of Invoices.** Grantee shall use Commission-provided templates and submit them in accordance with procedures provided by the Commission.
- E. **Pennsylvania Electronic Payment Program**
 - 1. The Commonwealth will make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of grant award, the Grantee must submit or must have already submitted their ACH information to the Commonwealth Central Vendor Management Unit at 717-214-0140 (FAX) or by mail to the Central Vendor Management Unit, Bureau of Financial Management, Verizon Tower, 6th floor, 303 Walnut Street, Harrisburg PA 17101-1830.
 - 2. The Grantee must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania ACH remittance advice to enable the Grantee to properly apply the Grantor's payment to the respective invoice or program.
 - 3. It is the responsibility of the Grantee to ensure that the ACH information contained in the Commonwealth Central Vendor Master File is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.
 - 4. The Grantee may access the ACH enrollment form and electronic addenda at <https://www.budget.pa.gov/Services/ForVendors/Documents/vdmu-pepp-form-new.pdf>
 - 5. The Grantee shall maintain an account in an FDIC maintained institution for the deposit of funds, identifiable to the Grantor by an account number and Grantee name and referenced in the Project description.
- F. **Reports.** The Grantee shall promptly submit to the Commission quarterly status reports and such other reports as the Commission may request and shall permit periodic reviews and inspections by the Commission or the National Park Service to insure work progress in accordance with the project description.
- G. **Guidelines.** The Grantee agrees to abide by all guidelines and regulation issued by the Commission and the National Park Service applicable to this program, including but not limited to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*;

regulations in 2 C.F.R. § 200 *et seq.*; “FY 2020 Certified Local Government Grant Application” (found at <https://www.phmc.pa.gov/Preservation/Grants-Funding/Pages/Certified-Local-Government.aspx>).

- H. **Record Retention.** The Grantee shall maintain and preserve all records related to this Agreement. The Grantee shall give full and free access to all its records to the Commonwealth and/or their authorized representatives, including but not limited to, the Commission, the Auditor General, the Inspector General, or federal auditors. The Commission reserves the right to perform audits, site visits and conduct progress reviews. The Grantee shall preserve, maintain, and make available for inspection its records for a period of three (3) years from the date of final payment under this Agreement, and for such period, if any, as is required by applicable statute.

2. Responsibility of the Commission.

- A. **Commission Approval.** The Commission will approve or disapprove project requests and issue Funding Release Forms for approved projects. The Funding Release Form shall be reviewed by the Commission and, if acceptable, approved and signed by the Executive Director, the Grantor’s Office of Chief Counsel, and Comptroller Operations certifying the availability of funds.
- B. **Federal Funding.** The Commission shall transfer only those funds it receives from the Federal Government. In the event that the Federal Government does not provide funding for the purposes of the CLG grant program to the Commission for any reason, the Commission will not be obligated to transfer funds to the Grantee.
- C. **Reimbursement.** The Commission shall reimburse the Grantee after the Grantee submits their invoices and source documentation. The Commission shall only reimburse limited to those costs set forth in the Funding Release Form. The Grantee must demonstrate full compliance with, and satisfactory progress toward, completion of the work as specified in the project description. Then, and only then, after receiving satisfactory documentation of costs and expenditures will the Commission make reimbursement pursuant to all laws, rules, and regulations including the CLG Guidelines and Instructions.

IV. Other Applicable Provisions

1. **Assumption of Legal Responsibility.** The Grantee shall assume sole legal responsibility for any claims for damages asserted against the Commonwealth of Pennsylvania, the Commission, or any employees or agents thereof, resulting from the negligence or willful actions of the Grantee involving copyright infringements, violation of personal privacy, misappropriation of ideas or rights and literary piracy

or plagiarism, excepting claims arising from matters with respect to which the Grantee has advised the Commission in writing of the legal issues involved and the Commission, at its specific appraisal in writing, has assumed the risks thereof. The assumption of legal responsibility by the Grantee shall not limit the assertion of defenses on the part of the Commonwealth of Pennsylvania, the Commission and employees thereof, and the costs of such assertion. The Grantee will give the Commission prompt notice of any claims brought to its attention and the Commission may control the defense or settlement thereof. However, the Commonwealth of Pennsylvania reserves the right for itself, the Commission, or the employees thereof, to participate in the defense of any claims through the Attorney General at its own expense.

2. **Home Rule.** If the Grantee has a home rule charter promulgated under the laws of the Commonwealth, this agreement shall not be considered a waiver of any of the Grantee's rights or defenses it may have under such charter.
3. **Federal Funding Accountability and Transparency Act Provisions.** The Grantee shall maintain current registration in the Central Contractor Registration (www.ccr.gov) at all times during which the Grantee has active Federal awards funded pursuant to this contract. A Dun and Bradstreet Data Universal Numbering Systems (DUNS) number (www.dnb.com) is one of the requirements for registration in the Central Contractor Registration. The Grantee must provide its assigned DUNS number to the Commonwealth with its Project application. The Grantee agrees to provide additional information in conformance with the Federal Funding Accountability and Transparency Act if they become applicable.
4. **Termination.** The Commission reserves the right to terminate this Agreement at any time by giving thirty (30) days written notice to the Grantee, for non-availability of funds; nonperformance; inadequate performance; or noncompliance with the project description, the terms and conditions of this grant, or the terms and conditions contained in any other grant with the Commonwealth of Pennsylvania or the United States of America. The Commonwealth shall have the right to terminate the Agreement for its convenience if the Commonwealth determines termination to be in its best interest.
5. **No Grant Funds Will Be Used Against the Commonwealth.** No funding awarded to Grantee under this Agreement shall be used in any action against the Commonwealth or the Commission.
6. **Ineligible Costs.** The Grantee shall repay to the Commission the entire grant award amount if the terms and conditions of this Agreement or any applicable laws or regulations are violated, or costs are claimed that are determined to be ineligible. Allowable costs are only those approved in the budget and in accordance with the Grant Award. All other costs are unallowable, unless approved in writing by the Commission

- 7. Equipment.** The Commission reserves the right to make the final determination on the title to equipment or fixed assets purchased or fabricated with Commission grant funds.
- 8. Amendments.** While modifications to the project, its personnel, or budget may be agreed to by the Commission's agent and the Grantee, any modifications, alterations, changes or waiver to the terms, conditions, requirements, or cost (increases/decreases) must be accomplished by a written instrument signed by both parties.
- 9. Lobbying.** The Commonwealth of Pennsylvania prohibits the use of grant funds for lobbying activities.
- 10. Standard Terms and Conditions.** The Grantee agrees to be bound by the standard Commonwealth Terms and Conditions in Exhibit B.
- 11. Proposal as a Public Record.** A proposal that results in a Commission grant becomes part of the record of the transaction and will be available to the public. A proposal that does not result in a Commission grant will be retained by the Commission and may also be available to the public.
- 13. Waiver.** No waiver of any provisions of this Agreement shall be effective unless made in writing and signed by the waiving party. No waiver of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any provisions hereon.
- 14. Assignment.** The Grantee shall not assign any of its rights or obligations under this Agreement without the prior written consent of the Commission. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
- 15. No Agency.** The Grantee is not an agent, employee or representative of the Commission or the Commonwealth, nor will the Grantee represent itself as such to third parties. Nothing in this Agreement shall at any time be construed so as to create a relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, Commission and the Grantee.
- 16. Third-Party Beneficiaries.** Nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third-party.
- 17. Survival.** The terms and conditions of this Agreement that by their nature are reasonably intended by the parties to survive termination shall survive the expiration or termination of this Agreement.
- 18. Applicable Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania

(without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Grantee agrees that any such court shall have *in personam* jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

19. Assurances. If reasonably requested by one party, the other party shall execute and deliver such other documents and take such other action as may be necessary to affect the terms of this Agreement.

20. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic transmission) as against the party signing the counterpart, but which together shall constitute one and the same instrument.

21. Severability. If any provision of this Agreement shall be determined to be void, invalid, unenforceable or illegal for any reason, it shall be ineffective only to the extent that such prohibition and the validity and enforceability of all the remaining provisions shall not be affected.

22. Integration. This Agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Grantee has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection with this Agreement, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Agreement.

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AGREEMENT BETWEEN THE PENNSYLVANIA HISTORICAL AND MUSEUM COMMISSION
AND
Borough of North Wales, Montgomery County
300 School St.
North Wales, PA 19454

WHEREFORE, in witness of the covenants set forth herein on the attached pages, the parties have affixed their signatures hereto:

BY: _____ Date: _____
Signature

Print/Type Title

Print/Type Name

BY: _____ Date: _____
Signature
Pennsylvania Historical & Museum Commission

Executive Director
Print/Type Title

Andrea Bakewell Lowery
Print/Type Name

Approved as to Form and Legality:

BY: _____ Date: _____
Office of Chief Counsel
Pennsylvania Historical and Museum Commission

BY: _____ Date: _____
Office of General Counsel
Commonwealth of Pennsylvania

BY: _____ Date: _____
Office of Attorney General
Commonwealth of Pennsylvania

BY: _____ Date: _____
Comptroller
Commonwealth of Pennsylvania

Exhibit A Funding Release Form Example

Date	
Grantee Name	
Vendor Number	
Contract Number	
Funding Release Form Number	
Total Prior Funding Released	
Current Funding Release Amount	
Period of Performance	
Total Amount of all funding available under the Contract including the Current funding release amount	

Coding Information Totaling Current Funding Release Amount

The Pennsylvania Historical and Museum Commission hereby makes available to the Grantee the current funding release amount specified above, subject to the condition that it shall be used by the grantee to carry out the activities specified in the Work Plan and Budget attached hereto and incorporated herein.

Commonwealth of Pennsylvania
through the Pennsylvania
Historical and Museum
Commission, State Historic
Preservation Office

BY: _____ Date: _____
Executive Director
Pennsylvania Historical and Museum Commission

Approved as to Form and Legality:

BY: _____ Date: _____
Office of Chief Counsel
Pennsylvania Historical and Museum Commission

Approved as to appropriateness and availability of funds:

BY: _____ Date: _____
Comptroller
Commonwealth of Pennsylvania

Exhibit B

Commonwealth Terms and Conditions

1. COMMONWEALTH HELD HARMLESS

a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

2. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contractor agrees:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.

c. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.

d. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

e. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual

Harassment Clause conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

f. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

g. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

h. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.

i. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

j. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

3. CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

a. DEFINITIONS. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

1) "Affiliate" means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.

2) **“Consent”** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

3) **“Contractor”** means the individual or entity, that has entered into this contract with the Commonwealth.

4) **“Contractor Related Parties”** means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.

5) **“Financial Interest”** means either:

- a) Ownership of more than a five percent interest in any business; or
- b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

6) **“Gratuity”** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor’s Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.

7) **“Non-bid Basis”** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

b. In furtherance of this policy, Contractor agrees to the following:

1) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.

2) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

3) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management

directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

4) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

5) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:

- a) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
- b) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
- c) had any business license or professional license suspended or revoked;
- d) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- e) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6) Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.

7) When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall

immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

8) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

9) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.

10) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

4. CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee,

licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.

b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.

e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

f. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

5. AMERICANS WITH DISABILITIES ACT

a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition

of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph a above.

6. APPLICABLE LAW

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

7. RIGHT TO KNOW LAW

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.

b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.

c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and

2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.

d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the

Contractor explaining why the requested material is exempt from public disclosure under the RTKL.

e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.

f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

8. OFFSET PROVISION

The Contractor agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

9. Minimum Wage Provision:

a. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

b. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate

shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.

c. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:

1. exempt from the minimum wage under the Minimum Wage Act of 1968;
2. covered by a collective bargaining agreement;
3. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
4. required to be paid a higher wage under any state or local policy or ordinance.

d. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

e. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.

f. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.

g. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

Certified Local Government Grant Program

VENDOR INFORMATION SHEET

The following information is used to process payments from the Commonwealth of Pennsylvania to Certified Local Governments (CLGs) under the CLG Grant Program. The Commonwealth process payments to grantees using the Automated Clearing House (ACH). All CLGs must be registered with and have a Vendor ID number issued by the Commonwealth Central Vendor Unit. Most municipalities will already be registered with the Commonwealth and have a Vendor ID that can be used to transfer grant payments under the CLG grant program.

- If your community has a Vendor ID number please list that below. Please be sure to include the mailing address that is associated with the Vendor ID as it has been registered with the Commonwealth, including P.O. boxes
- If you do not have a Vendor ID number you may register for a number here: <https://www.budget.pa.gov/Services/ForVendors/Pages/Vendor-Registration.aspx>. After you have received the number, please include it on the form below.

Municipality/Grantee Name	
Mailing Address	
City, State, Zip	
Contact Person Name	
Contact Email	
Contact Phone	
Vendor ID	

Please return this information sheet with the CLG Master Grant Contract

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

REMOTE MEETING: May 12, 2020 7:01 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present, joined at 7:06 PM
	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

Also, in attendance were Gregory Gifford, Borough Solicitor, Alan Guzzardo, Assistant Borough Manager 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 none.

Consideration: Application and Support for Keystone Grant on behalf of NWAL

Member Collins asked how the project would be funded and who would be responsible for the bidding. Manager Hart stated the North Wales Area Library would be responsible for both.

Member McClure made a motion to approve submission of a Keystone Grant for Public Library Facilities Application, on behalf of the North Wales Area Library for a roof replacement project. Member Neiderhiser seconded the motion. Roll Call Vote was taken. Motion passed 9 yes, 0 no.

Discussion: Request for Proposal (RFP) for Borough Traffic Engineer

Manager Hart reviewed a sample request for proposals (RFP) for soliciting qualifications for a traffic engineer position. She then explained the importance of having a traffic engineer for future transportation related projects and potential grant applications.

President Sando asked how the selection process has worked in other municipalities. Manager Hart explained that the selection process is like appointing other service providers, such as the solicitor, auditor, engineer, etc. Member Tarlecki asked if the Borough will need to appoint the

traffic engineer annually. Manager Hart answered no, they would serve until either party desires to terminate the agreement.

Consideration: Approval of Minutes: April 21, 2020

Member McClure made a motion to approve the minutes of April 21, 2020. Member O'Neill seconded the motion. Roll Call Vote was taken. Motion passed 9 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Assistant Manager Guzzardo announced that Zoning Application #Z-20-01, regarding 123 North Second Street was approved by the Zoning Hearing Board at a hearing conducted on May 5, 2020.

Manager Hart reviewed a memo from the Montgomery County Planning Commission, dated May 5, 2020, detailing the status of the Planning Commission's 2020 work items.

The Employee Relations Committee recommended that Council authorize a feasibility study of the Police Department's sustainability as was promised at the start of the current five-year contract which commenced on January 1, 2018. They suggested that Manager Hart, Chief Eves, Solicitor Gifford and Mayor D'Angelo conduct the study. Council agreed to commence the study and will use the Personnel Committee as its liaison to work with the study group.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced an executive session will be held to discuss a legal and personnel matter and he anticipated no immediate action would be taken afterwards.

Vice President Cherry announced that the Nor-Gwyn Pool Commission is still waiting for CDC guidelines before deciding on whether they should open the pool this summer season.

Manager Hart announced polling place changes for the upcoming Primary Election, which was rescheduled to Tuesday, June 2nd, indicating that the North Wales Elementary School will be used to conduct voting for all three Wards. She announced Borough Offices will re-open on Monday, June 8th under CDC guidelines while following Governor Wolf's Yellow-Phase Rules which go into effect June 4th. She also announced Veteran's Hometown Heroes Banners are back up around town, however there is a waiting list for those that wish to have a banner hung. Manager Hart encouraged people to contact the Borough if they are interested. She encouraged people to fill out their 2020 Census forms, and lastly announced that the Taste of Montgomery County fundraiser event has been postponed to Thursday, July 30th.

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 9 yes, 0 no.

Meeting adjourned at 7:28 P.M.

Attest: _____
Christine A. Hart
Borough Manager

BOROUGH OF NORTH WALES
 300 SCHOOL STREET
 NORTH WALES, PENNSYLVANIA

REMOTE MEETING: May 26, 2020 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Absent
	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

Also, in attendance were Gregory Gifford, Borough Solicitor, Alan Guzzardo, Assistant Borough Manager 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 none.

Consideration: May 2020 Disbursements: \$89,329.38

Manager Hart reviewed the bills list and noted that an additional \$23,142 had been added for Public Officials Liability Insurance, making the total disbursements \$112,471.38.

Member McClure made a motion to approve payment of the bills in the amount of \$112,471.38. Member O'Neill seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Consideration: Certificate(s) of Appropriateness: 125 S Main, 105 S 3rd & 107 S 3rd

Member Neiderhiser made a motion to approve a Certificate of Appropriateness for 125 South Main Street for a window replacement project. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Member McClure made a motion to approve a Certificate of Appropriateness for 105 South Third Street for a roof replacement project. Member Neiderhiser seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Member O'Neill made a motion to approve a Certificate of Appropriateness for 107 South Third Street for a window and roof replacement project. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Consideration: Approval for Advertisement of Traffic Engineer RFP

Member Neiderhiser made a motion to approve advertisement for a Request for Proposals (RFP) for soliciting qualifications to appoint a Borough Traffic Engineer. Member Collins seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Consideration: Amendment to Employee Handbook, adding COVID-19 Policy

Member Tarlecki made a motion to amend the North Wales Borough Employee Handbook, last revised March 25, 2014 to add a policy relating to the COVID-19 pandemic. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Assistant Manager Guzzardo announced that the Borough has received a zoning application, regarding 623 East Walnut Street, for construction of an above-ground swimming pool. He then stated the hearing would be conducted via Zoom on Tuesday, July 7th.

The Human Relations Committee (HRC) reported that they are working on creating a form to be used to facilitate complaints. President Sando requested a follow up discussion and would like the HRC to attend an upcoming Council meeting to discuss their progress once they are able.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced an executive session will be held to discuss the Station Place appeal and a personnel matter. He anticipated no immediate action to be taken afterwards.

Mayor D'Angelo announced that there will be unveiling ceremony on Saturday, July 25th for a Korean War Memorial in Montgomery Township. He also announced that longtime resident Marie N. Cavanaugh passed away on May 16, 2020. Marie served as Jury Commissioner in Montgomery County for much of her career.

Member O'Neill thanked everyone for all their cooperation and patience while dealing with the COVID-19 pandemic. Chief Eves agreed that everyone has been very cooperative.

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 8 yes, 0 no.

Meeting adjourned at 7:35 P.M.

Attest: _____
Christine A. Hart
Borough Manager

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

REMOTE MEETING: June 9, 2020 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Sherwin Collins	Present, joined at 7:15 PM
	Ronald S. Little, Jr.	Present, joined at 7:17 PM
	Wendy McClure	Present
	Sally Neiderhiser	Present, joined at 7:10 PM
	Eion O'Neill	Present
	James Sando	Present
	Mark Tarlecki	Present, joined at 7:03 PM
	Mayor Gregory D'Angelo	Present

Also, in attendance were Gregory Gifford, Borough Solicitor, Alan Guzzardo, Assistant Borough Manager 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 none.

Presentation: Owner of 501 E. Walnut St. – Plan Proposal

Solicitor Gifford announced that the property owner was not ready to make a presentation, thus cancelling this agenda item.

Presentation: Mayor's Declaration Condemning Remarks of Commissioner Gale

Mayor D'Angelo issued a proclamation, dated June 9, 2020, condemning Montgomery County Commissioner Joseph C. Gale's recent racially inflammatory comments in response to the recent mass protests that were triggered by the death of George Floyd. The Mayor also condemned Commissioner Gale for disparaging the character of Danielle Outlaw, Philadelphia Police Commissioner.

Member Neiderhiser made a motion to support Mayor D'Angelo's declaration. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 9 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Manager Hart announced that North Wales Borough has been awarded a Montco2040 Grant in the amount of \$154,725 for the Center Street Pedestrian Connection and Gateway Project. She added that the Borough will be issuing a press release following the Council meeting.

Manager Hart expressed her empathy for people who suffered property damages because of recent powerful thunderstorms which were accompanied by high winds and power outages. She added that the Borough's Public Works Department is still cleaning up tree limbs and debris in the Borough's parks and grounds.

She then announced that the Shade Tree Commission will be meeting this Thursday, June 11.

She reminded everyone of an upcoming zoning hearing on Tuesday, July 7, regarding 623 East Walnut Street, for construction of an above-ground swimming pool and that the hearing would be conducted via Zoom.

Lastly, she announced that she is working closely with the Finance Committee on a loan application with the Delaware Valley Regional Finance Authority for road paving and concrete infrastructure projects.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced that Council has rejected a donation of land offer for Parcel #14-00-00024-00-7. He explained the Borough has rejected the offer given the small size and irregular shape of the Parcel as well as added maintenance costs for the Borough. He then stated that he notified the adjacent property owners at 453 Beaver Street of the opportunity and both owners are currently working out an agreement of sale.

Solicitor Gifford then announced that the Commonwealth Court has postponed the legal proceedings involving the Station Place Appeal to an undetermined date in either October or November due to the COVID-19 pandemic. He also added that this gives both parties more time to possibly seek a compromise prior to the proceedings.

Mayor D'Angelo announced that a peaceful protest was held on Sunday, June 7 in Weingartner Park and he thanked everyone for their good behavior.

Member O'Neill expressed his support for the protest. He asked how and when the Borough will be re-opening its parks and facilities. Manager Hart stated that only playground equipment and the tennis court are closed and will re-open sometime during the Green Phase. She then stated that the Borough offices re-opened on Monday, June 8 with recommended health and safety procedures in place.

President Sando asked Chief Eves if there have been any issues in the parks. Chief Eves stated there have not been any and the parks are all checked three times per day at shift changes.

Member McClure thanked Chief Eves for stepping up speed enforcement in Ward 1 due to recent complaints. She thanked everyone for their conduct and cooperation while attending the protest.

Member Tarlecki asked if there is an expedited process for someone who needs to take immediate action to either trim and/or remove a Shade Tree. Manager Hart stated that there is a procedure in place where a member of the Shade Tree Commission can assess whether or not immediate action needs to be taken; that way a property owner does not have to wait for the permit.

Vice President Cherry expressed his concerns with people not abiding by the Shade Tree Permit process. Manager Hart suggested that the Shade Tree Commission should complete an inventory to help educate homeowners and improve enforcement of the permit process. Vice President Cherry expressed privacy concerns with the voting procedures at his polling place on Primary Election Day, held on Tuesday, June 2 while casting his vote.

Member Neiderhiser expressed her support for the protest and thanked the organizers for allowing her to write a statement that was shared. She then asked if the Borough has been notified of any mosquito spraying in the parks. Manager Hart stated Montgomery County has not yet notified the Borough of any upcoming scheduled spraying, but if there were any, she would share it with the community. Manager Hart reminded everyone of Montgomery County's Montco Ready app which provides both emergency and non-emergency related alerts including when and where spraying is taking place, in addition to many other health and safety alerts.

Member Collins expressed his support for the protest and asked Chief Eves if he knew how many people attended. Chief Eves estimated there were about 200-300 people in attendance.

Manager Hart reminded everyone to fill out their 2020 Census forms. She announced that the Planning Commission is currently working on a Walkability Study and other 2020 work items. She then announced that the North Penn Volunteer Fire Company is holding a cheesesteak curbside pick-up fundraiser on June 19. Lastly, she announced that the Annual Fourth of July Parade and Picnic has been cancelled due to COVID-19.

Member Amato announced that he received a phone call from a resident who thanked Officer Daniel Carr for helping clean-up her yard after a recent thunderstorm which left fallen debris.

President Sando asked if there is any other public comment or anything else to come before Council. There was none.

Member McClure made a motion to adjourn. Member Neiderhiser seconded the motion. Motion passed 9 yes, 0 no.

Meeting adjourned at 7:49 P.M.

Attest: _____
Christine A. Hart
Borough Manager

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

REMOTE MEETING: June 23, 2020 7:00 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Sherwin Collins	Absent
	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

Also, in attendance were Gregory Gifford, Borough Solicitor, Alan Guzzardo, Assistant Borough Manager 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 none.

Discussion: Joint UCC Appeals Board Agreement and Resolution

Manager Hart reviewed a proposed Resolution and Intergovernmental Cooperation Agreement with Upper Gwynedd Township to create a Joint Uniform Construction Code (UCC) Board of Appeals.

President Sando asked what would currently happen if someone filed an appeal. Manager Hart stated that the Borough would have to reach out the PA Department of Labor and Industry since the Borough has been unable to fill its existing UCC Board of Appeals.

President Sando asked how appeals would be paid for and opposed that the proposed agreement indicates members of the UCC Appeal Board would be compensated. Assistant Manager Guzzardo stated that applicants would pay fees in accordance with the Borough's Fee Schedule and by removing the compensation clause relating to the members would be consistent with other Boards and Commissions who do not receive compensation.

Member O'Neill suggested that compensation could be used to find suitable candidates to serve. Assistant Manager Guzzardo explained the Borough's unsuccessful attempts to fill its UCC Board of Appeals were primarily due to the larger number of members needed to fill the Board

as well as the several specific qualifications required of the members. He explained that the Borough would only need to find two qualified people to serve if this agreement is passed and the Borough could have non-residents serve if they are still unable to fill the two seats.

Member Amato asked if the Borough is seeking approval tonight. Manager Hart stated it is only for discussion tonight and encouraged members to let her know if they have any questions and/or suggestions relating to the proposed Resolution and Intergovernmental Cooperation Agreement with Upper Gwynedd Township.

Consideration: June 2020 Disbursements: \$48,659.37

Member McClure asked for clarification on a bill for Richard Hagy. Manager Hart explained that Mr. Hagy receives a stipend to oversee and tend to 125 North Main Street. Member Amato asked if the Borough pays a discounted municipal rate for PECO, as the invoices seemed lower this past month. Manager Hart explained that PECO bills are lower this month because some of the usual bills had not yet been received and are not on this bills list.

Member McClure made a motion to pay the bills in the amount of \$48,659.37. Member O'Neill seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Assistant Manager Guzzardo reminded everyone that there will be a Zoning Hearing conducted via Zoom on Tuesday, July 7. He stated that in addition to the zoning application, regarding 623 East Walnut Street, he received another zoning application, regarding a minor home occupation at 304 West Walnut Street.

Manager Hart announced that the Employee Relations Committee is meeting this Thursday, June 25th to discuss the status of the Police Department Feasibility Study.

Mayor D'Angelo reviewed a draft of the Planning Commission minutes from their last meeting, held on Wednesday, June 3rd.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced an executive session will be held regarding a matter of litigation and a personnel matter.

Mayor D'Angelo stated Chief Eves will be discussing an issue relating to speeding complaints in the Borough.

Member Tarlecki asked for a year-to-date revenue and expense update. Manager Hart stated she will be sending out a comprehensive report after she meets with the Finance Committee.

Member Cherry announced that the Nor-Gwyn Pool will be opening on Wednesday, July 1, but only members who have had at least three consecutive years of membership will be able to use the pool this year. President Sando asked why only those with three consecutive years of membership or more will be able to use the pool. Member O'Neill explained that it largely had to do with contact tracing, and he suggested that people contact Ginny Oldt, Nor-Gwyn Pool Commission Chair, if they need more clarification.

Chief Eves reported that the Police Department is increasing traffic enforcement efforts and he stated that officers have completed their taser and firearms qualifications. He then stated their year-to-date budget is on track and they are in the process of reviewing all their equipment. He stated he received more complaints regarding speeding on South Tenth Street and the Department will be conducting more traffic enforcement in that area of town. Lastly, he stated that the Department will need to hire some more part-time officers because two existing officers are moving on to full-time positions elsewhere.

Manager Hart announced that North Wales Water Authority has released their 2019 Water Quality Report which is available on their website. She also announced that Montgomery County has launched “Talk They Hear You” program, which focuses on addressing adolescent underage drinking and drug use. Manager Hart announced that the Partnership TMA of Montgomery County and our Police Department held a successful free bike helmet giveaway and they are planning to hold similar events throughout COVID-19 in other local areas to promote helmet use and bicycle safety. Lastly, she announced that a bridge in Ninth Street Park has been temporarily closed due to an issue with the structural supports and she is currently looking into having the walking bridge and landing repaired.

President Sando asked if there has been any update this year on the Spotted Lantern Fly. Manager Hart stated she has not received any new information. Member McClure suggested that people check out the Penn State Extension website for more information.

Jocelyn Tenney, North Wales Area Library Board member, announced that the Taste of Montco Event has been cancelled. However, there will likely be a silent auction for items that had already been set aside for the event. A date for that event will be determined in the near future.

President Sando stated that the next meeting will be held via Zoom and requested that Council discuss the possibility of hosting in-person meetings at that time depending on the status of the pandemic.

President Sando asked if there is any other public comment or anything else to come before Council. There was none.

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 8 yes, 0 no.

Meeting adjourned at 7:48 P.M.

Attest: _____
Christine A. Hart
Borough Manager

Borough Boards & Commissions Vacancies

- Historical Architectural Review Board – Term Expires: 12/31/2023
Must be a licensed real estate broker.
- Parks & Recreation Board – Term Expires: 12/31/2020
- Parks & Recreation Board – Term Expires: 12/31/2022
- Parks & Recreation Board – Term Expires: 12/31/2023
- Zoning Hearing Board – Term Expires: 12/31/2023

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.



North Wales Borough Police Department

300 School Street, North Wales, Pa. 19454

Phone: 215-699-9279 Fax: 215-699-3765

E-Mail: NWPD@northwalesborough.org

*Michael Eves
Chief of Police*

meves@northwalesborough.org

July 9, 2020

Attached please find the report for Borough Council.

Happenings in June:

- Officers Hammerstone and Johnstonbaugh completed online FEMA courses.
- Officers Johnstonbaugh, Miller, Fulmer, Crawford, Custer, Hammerstone and Carr completed their yearly handgun/carbine qualifications.
- Now that there are more moving vehicles on the streets, we have ramped up our Selective Enforcement efforts.
- We are extremely grateful to members of the community who continue to drop off meals and snacks for the officers.

We would also like to thank our residents for being so cooperative through this crisis. We are always humbled by the support of our community.

Respectfully,

Tara Claffey
Administrative Assistant to Chief Eves, NWPD

NORTH WALES POLICE DEPARTMENT

Agency Activity Report

By CFS Classification**From Date: 6/1/2020 To Date: 6/30/2020****Report Date: 7/9/2020 2:23:22 PM**

Classification code	Description	Total Events	0000-0800	0801-1600	1601-2400
0600	Theft	1	0	0	1
1100	Fraud	4	0	4	0
1400	Malicious Mischief	2	1	1	0
2000	Family Offense	3	0	2	1
2100	Liquor Laws Drunk Driving	1	1	0	0
2400	Disorderly Conduct	13	2	4	7
2600	All Other Offenses	8	1	4	3
4000	Non Criminal Investigations	33	8	12	13
4100	Fire Related	1	0	0	1
4500	Deaths / Suicides	3	0	0	3
5000	Lost Found Missing Persons	7	0	4	3
5500	Animal Complaints	7	0	3	4
6000	Traffic Accidents	4	0	3	1
6300	Traffic Enforcement	104	28	30	46
6500	Parking Enforcement	2	0	0	2
6600	Traffic Services	1	0	1	0
7000	Public Services	267	84	89	94
7500	Assist other Agency	8	1	4	3
8000	Warrants	1	0	1	0
9000	Administrative	232	60	76	96
	Total:	702	186	238	278



Join Senator Maria Collett for:

SCAM JAM



Thursday, July 16 • 2pm-3pm
Watch LIVE at
[Facebook.com/SenatorCollett](https://www.facebook.com/SenatorCollett)



Join us for a live financial fraud prevention seminar and learn how to avoid COVID-related scams and common fraud attempts.

Featuring Presentations From:

- Montgomery County District Attorney's Office
- PA Dept. of Banking and Securities



Contact Senator Collett's office at senatorcollett@pasenate.com or 215-368-1429 for more information or to submit questions for presenters.



NORTH WALES AREA LIBRARY

Entertainment



Silent Auction

*Taste samples from a variety of local restaurants, breweries,
and other food establishments!*

July 30 2020 | 5:30 - 8:00

Tickets for sale \$50 at www.northwaleslibrary.org
or call 215-699-5410

Held at College Hall and Cafeteria,
Montgomery County Community College
3400 DeKalb Pike, Blue Bell, PA 19422

**Montgomery County Community College is not affiliated with
the event and the College should not be contacted regarding
the program.**