



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 28, 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 of Sound System Contract

3. Consideration: Acceptance of Montco 2040 Implementation Grant

4. Consideration: Approval of Ordinance 815, Non-Uniform Pension Plan Amendment

5. Consideration: Appointment of Building Code Official

6. Consideration: Appointment of Borough Physician (Covid-19 Policy)

7. Consideration: Disbursements: \$43,245.84

8. Consideration: Approval of Minutes: July 14, 2020

9. **Old Business/Committee & Board Reports/Zoning Applications**

10. **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/81863259119?pwd=akxFNWFuMjNCUWFRU2M0K1IrbkhtQT09>
- **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: 818 6325 9119
- **Meeting dial in number (no video):** 1-929-205-6099
- **Meeting ID number:** (to be entered when prompted): 818 6325 9119
- **Meeting Password:** 788935

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 28, 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

2nd & 4th Tuesdays 2:00 - 4:00 PM
2nd & 4th 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.



MEMORANDUM

To: North Wales Borough Council
From: Sherwin Collins - scollins@northwalesborough.org
Date: Mon, July 22nd, 2020 11:00 am
RE: Technology Sub-Committee: Council Room Speaker System

The Technology Sub-Committee met on Monday, July 20th, 2020 at 10:00 am regarding the Council Room speaker system. This was the second meeting of the Tech Sub-Committee consisting of Sally Neiderhiser, Christine Hart and Alan Guzzardo. Eion O'Neill was unavailable.

#1. We reviewed the vendor proposals for fixing or replacing the current speaker system in the Borough Council Room.

What was done. Borough Manager Christine Hart and Assistant Borough Manager Alan Guzzardo had solicited vendors to review the current conference room speaker system problems, determine what was required to address the problems and propose solutions.

The goal was to improve the use of microphones and speakers so there was unencumbered oral communication to everyone attending meetings and the ability of the hearing challenged to hear the proceedings clearly.

Three companies submitted proposals. Clear Sound (Yeadon). All Systems Audio and Video (Hatboro). Sound Management, Inc. (Towamencin).

Clear Sound quoted \$11,658. Their proposal did not include a time frame for job completion, a breakdown of cost for equipment and labor, and who would responsible for performing what work since some of the work is possibly performed by contractors who are not direct employees of Clear Sound. There was no warranty regarding installation labor in the quote.

All Systems quoted \$5,050. Their proposal also did not include a time frame for job completion and who would responsible for performing what work since some of the work is possibly performed by contractors who are not direct employees of All Systems. This quote did not include labor coats or a warranty on installation labor. They proposed using the some of the current equipment, although all the potential vendors don't think our current equipment fulfills the requirements of what we need. As such, All Systems proposed the option of upgrading our equipment for an additional \$2,525. Their total quote is \$7,575.

Sound Management quoted \$17,254.47. They did the most thorough investigation and analysis of our situation and submitted the most detailed proposal. They made several visits and phone calls to insure they had all the information and specifications they needed to make a qualified bid for the job. They broke down the equipment costs, labor costs and provided a timeframe for job completion as well as a warranty on labor. Their proposal included the option of the Borough itself removing the current equipment and configuration of the sound room for a \$300 labor savings.

The search for vendors for this project began with calls by Mrs. Hart and Mr. Guzzardo to other North Penn municipalities and the NPSD regarding who installed their conference room sound systems and would they suggest their vendor for our job.

Recommendation. It is recommended that Sound Management be contracted to install a new sound system. They provided a detailed quote including a time frame (a week or less) to complete the project and a breakdown of who would perform what work. They are a local company, which allows them to be responsive to our requests for help if there are problems. The previous vendor was not responsive or cooperative regarding our sound system problems. And since the previous vendor was not local, they wanted to charge a substantial travel fee each time they came the North Wales to address our problems. Sound Management was also recommended by Towamencin Township who has had their system for 20 years without issue.

The previous equipment will be placed for sale on Municibid to try to recoup some of the costs for the new equipment installation

#2. Regarding the server upgrade related network processes, the staff is continuing work on the upgrades with the assistance of the Borough's IT Systems Manager Consultant, as budgeted.

**MONTCO 2040 PROGRAM
IMPLEMENTATION GRANT AGREEMENT BETWEEN THE
COUNTY OF MONTGOMERY AND NORTH WALES BOROUGH**

This Agreement, entered into this 1st day of July, 2020 by and between the COUNTY OF MONTGOMERY, Commonwealth of Pennsylvania, by and through its PLANNING COMMISSION, with its principal offices at One Montgomery Plaza, PO Box 311, Norristown, PA 19404 (hereinafter referred to as the County) and North Wales Borough, Commonwealth of Pennsylvania, with its principal offices at 300 School Street, North Wales, PA, 19454 (hereinafter referred to as the Grantee).

WITNESSES:

WHEREAS, the County has created a 25 year comprehensive plan, Montco 2040: A Shared Vision, to establish the Montco 2040: Implementation Grant Program (hereinafter referred to as Montco 2040) to provide money to assist municipalities with projects that implement the goals of the comprehensive plan, Montco 2040: A Shared Vision;

WHEREAS, by Resolution No. 20-C. 233, dated June 4, 2020 the County reserved funds from Montco 2040 in the amount of One Hundred Fifty-Four Thousand, Seven Hundred and Twenty-Five Dollars (\$154,725.00), (hereinafter referred to as the Grant) solely for the purpose of providing financing to the Grantee for the Center Street Pedestrian Connection and Gateway Project as described in Exhibit A; and

WHEREAS, the purpose of this Agreement is to set forth the terms and conditions upon which the County has agreed to make the Grant to Grantee.

NOW, THEREFORE, the parties hereto, for and in consideration of the funds committed by the County hereunder and the mutual covenants of the parties set forth herein and the relative obligations, benefits and conditions set forth, conferred and imposed hereunder, and intending to be legally bound and to bind their respective successors in interest, agree as follows:

I. USE OF PROGRAM FUNDS.

A. Subject to the terms and conditions set forth herein, the County shall make the Grant to the Grantee which shall be used to complete those activities approved by the County and described in Exhibit A attached hereto, hereinafter referred to as the Project, and for no other purposes without the prior written consent of the County, which may be withheld or conditioned in its absolute and sole discretion. The Grant shall be funded in accordance with the Budget Summary and Schedule of Funding attached hereto as Exhibit B.

B. Funding agreements must be signed by the primary contact person listed on the application. The agreements must be returned to the Montgomery County Planning Commission within 45 days of mailing by the County.

C. Upon receipt of written authorization to proceed from the County, the Grantee agrees to proceed with the implementation of the Project in accordance with the terms of this Agreement. Grantee shall substantially complete the Project by **June 30, 2022**. Failure of the Grantee to substantially complete the Project by June 30, 2022 shall be a default hereunder and in such event the County may take corrective action pursuant to the provisions of this Agreement.

D. The grantee will comply with the conditions as set forth in the Commissioner's Resolution 20-C. 233 which includes the following:

1. North Wales Borough must submit for approval to the Montgomery County Planning Commission final engineering and design plans for the improvement before proceeding with bidding and/or installation; and

2. North Wales Borough is responsible for maintaining any improvements on a regular basis, including, but not limited to, cleaning, weeding, replacement of broken or missing elements with comparable elements, pavement repair, and removal of snow, ice, and other foreign objects, when applicable; and

3. North Wales Borough will include recognition of Montgomery County and the Montco 2040 Implementation Grant Program in posted signage to remain at the site of the gateway improvements; and

4. North Wales Borough is responsible for fully disclosing to the County any details of the agreement under which these improvements are made; and

5. The Borough will have to comply fully with all of the requirements in the Montco 2040: Implementation Grant Program Guidebook 2020.

E. The Project shall be completed in accordance with the Budget Summary and Schedule of Funding attached hereto as Exhibit B.

1. All necessary matching funds, as listed in the original approved application and Exhibit B of this agreement must be committed and guaranteed by the appropriate party by the date of this funding agreement. In addition, applicants must demonstrate that they have control of the matching funds.

F. In addition, the Grantee shall comply with the Specific Project Requirements set forth in detail in Exhibit C attached hereto.

G. For all construction and building projects, the municipality must provide a guarantee that the proposed improvements will remain in place for the expected useful life of the improvement as determined by the county, but for a minimum of at least seven years. This guarantee

can take the form of ownership by the municipality of the property where construction is occurring or an easement, lease, or lien in favor of the municipality that protects the proposed improvement.

H. Grantee must incorporate the following language into a public acknowledgement of county funding and when applicable, post this language at construction sites:

“This project is financed in part by Montgomery County through the Montco 2040 Implementation Grant Program”

II. RECORDS AND REPORTS.

A. The administrative functions and responsibilities of the County are as follows:

1. To monitor all Project records which are to be kept by the Grantee to determine that said records are being kept in accordance with the provisions of this Agreement as contained in Exhibit C and the current Program Guidebook.

2. To administer the Grant, including the disbursement thereof.

B. The administrative functions and responsibilities of the Grantee are as follows:

1. To administer and implement completely the Project, all of which shall be in accordance with all applicable State and County laws and regulations and the provisions of this Agreement.

2. To defend all law suits and other legal challenges directly relating to the undertaking of the Project.

3. To provide in any contract or any other agreement entered into by the Grantee with any contractor and/or subcontractor relating to the implementation of the Project to hold the County harmless from any tort liability or liability for breach of contract or other agreement arising from the Grantees undertaking of the Project.

4. To retain all documents relating to the preparation of the Project proposal, the administration and implementation of the Project and all other documents relating to the Project for a period of five (5) years after the completion of the Project.

5. To submit a status report one year from the date of this agreement and accompanying any formal project extension requests and a final report upon completion (to be furnished by the County), for each contract, which includes a comparison of actual accomplishments to the goals established for the period. Where the output of Grant/Grant programs can be readily quantified, such data for computation of unit costs, reasons why established goals were not met, and

other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

6. The Grantee shall submit one copy, with original signatures, of the Grantee Request for Payment Form (to be provided by the County) in accordance with the Schedule of Funding contained in Exhibit B. Each Request for Payment must be accompanied by the appropriate cost documentation as outlined in Exhibit C. The County shall reimburse the Grantee for all eligible Project costs, up to the Grant amount, provided that at least 20% of the reimbursement has been established as an eligible local match expense as set forth in Exhibit B.

7. Provide the County or any of its duly authorized representatives access to and copies of all records relating to the Project, including but not limited to providing original copies of all contracts entered into by and between the Grantee and its contractors, individuals or others in conjunction with the implementation and planning of the Project.

8. Provide the County, upon request, certification by an appropriate official, designated by the Grantee's governing body, as to the accuracy and completeness of the documents retained pursuant to the requirements of Paragraph B 5 hereof. In communicating with the County concerning the Project, the Grantee shall direct all correspondence to the Scott France, Montgomery County Planning Commission, P.O. Box 311, Norristown, PA 19404-0311.

9. Provide the County or any of its duly authorized representatives access to the site of the Project, thereby enabling the County or any of its duly authorized representatives to inspect and determine if the Grantee and/or its contractors, subcontractors, agents, servants, or employees are acting in compliance with all regulations and provisions of this Agreement.

10. The Grantee shall implement said Project, including, when applicable, conducting all bidding, advertising and awarding of contracts, and shall require bonding and insurance in accordance with State and Federal laws and shall certify to the County that the foregoing have been properly carried out.

11. When the funded activity is carried out by a party other than the applicant, a copy of the agreement (to be known as a "third party agreement") between the applicant and the third party should be included with the Exhibit C documentation sent prior to reimbursement.

III. PROGRAM INCOME.

Program Income (as defined below) received as a result of the Project shall be retained by the Grantee provided that Grantee uses the Program Income for another project in the same category of use as the Project and further provided that the Grantee expends the Program Income within two (2) years of its receipt of the Program Income. (By way of example, if the Project involves a grant for the historical preservation of a building and the Grantee receives Program Income from the Project, then the Grantee

has two (2) years to: (i) locate another project that involves the historical preservation of a building; and (ii) spend the Program Income on such project.)

A. Definition: Program Income is defined as gross income received by the Grantee directly generated from the use of Montco 2040 funds. When such income is generated by an activity that is only partially assisted with Montco 2040 funds, the income shall be prorated to reflect the percentage of Montco 2040 funds used.

1. Program income includes, but is not limited to the following:
 - a. Proceeds from the disposition by sale or long term lease of real property purchased or improved with Montco 2040 funds;
 - b. Proceeds from the disposition of equipment purchased with Montco 2040 funds;
 - c. Gross income from the use or rental of real or personal property acquired by the Grantee with Montco 2040 funds, less the costs incidental to the generation of such income;
 - d. Gross income from the use or rental of real property owned by the Grantee that was constructed or improved with Montco 2040 funds, less the costs incidental to the generation of such income;
 - e. Payments of principal and interest on Grants made using Montco 2040 funds;
 - f. Proceeds from the sale of Grants made with Montco 2040 funds;
 - g. Proceeds from the sale of obligations secured by Grants made with Montco 2040 funds;
 - h. Interest earned on funds held in a revolving fund account;
 - i. Interest earned on program income pending disposition of such income; and
 - j. Funds collected through special assessments made against properties owned and occupied by households not of low and moderate income, where such assessments are used to recover all or part of the Montco 2040 portion of a public improvement.

IV. ADMINISTRATIVE REQUIREMENTS.

A. Standards for financial management system.

1. Fiscal control and accounting procedures of the Grantee must be sufficient to:

a. Permit preparation of reports required under this Agreement and the statutes authorizing the Grant,

b. Permit tracing of funds to a level of expenditures adequate to establish that such funds have not been used in violation of the restrictions and prohibitions of applicable statutes.

2. The financial management systems of Grantee must meet the following standards:

a. Financial Reporting: Accurate, current, and complete disclosure of the financial results of financially assisted activities must be made in accordance with the financial reporting requirements of this Agreement.

b. Accounting records: Grantee must maintain records which adequately identify the source and application of funds provided for financially-assisted activities. These records must contain information pertaining to awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income.

c. Internal control: Effective control and accountability must be maintained for all Grant cash, real and personal property, and other assets. Grantee must adequately safeguard all such property and must assure that it is used solely for authorized purposes.

d. Budget Control: Actual expenditures or outlays must be compared with budgeted amounts for each Grant. Financial information must be related to performance or productivity date, including the development of unit cost information whenever appropriate or specifically required. If unit cost data are required, estimates based on available documentation will be accepted whenever possible.

e. Allowable cost: Applicable agency program regulations will be followed in determining the reasonableness, allowability, and allocability of costs.

f. Source documentation: Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract documents, etc.

B. Procurement:

1. Procurement Standards: Grantee will use its own procurement procedures which reflect applicable State and local laws and regulations.
2. Bidding and Cost Documentation is to be in accordance with the Montco 2040 guidebook, Part 6.

C. Allowable costs.

1. Limitation on use of funds. Montco 2040 funds must be used only for:
 - a. The allowable costs of the Grantee, and cost-type contractors, including allowable costs in the form of payments to fixed-price contractors; and
 - b. Reasonable fees or profit to cost-type contractors but not any fee or profit (or other increment above allowable costs) to the Grantee.
2. Applicable cost principles. Allowable cost will be determined in accordance with the cost principles applicable to the organization incurring the costs.

D. Payment:

1. Payment to Grantee shall be made in accordance with the funding schedule set forth in Exhibit B.
2. Reimbursement for Grants will be handled by the Montgomery County Department of Housing and Community Development in accordance with the procedures as set forth in the current guidebook.
3. The timing of reimbursements will in accordance with the Montco 2040 guidebook, Part 6 (A).
4. Grantee must notify in writing the County Department of Housing and Community Development when not continuing with a project or not using all of their contracted County funds for a project.

V. **CONFLICT OF INTEREST.**

A. No member of the governing body of the County or the Grantee, and no other public official of the County or Grantee who exercises any function or responsibilities with respect to the Project during his/her tenure and for one (1) year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in

connection with the Grant, and Grantee shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this clause, unless such interest, direct or indirect, is allowed by the Pennsylvania State Ethics code.

B. The Ethics law must be read in conjunction with the provisions of the applicable Municipal Code and the most restrictive provision followed. The code provisions read in conjunction with the Ethics Law restrictions severely limit the opportunity of making a legal contract where an elected official has a personal interest.

VI. SUSPENSION AND TERMINATION:

A. In the event that the County in its sole discretion determines that the Grantee is not administering or implementing the Project in accordance with the requirements of Montco 2040, and/or the provisions of this Agreement, the County shall advise the Grantee in writing of the specific reasons the Grantee is not so administering or implementing the Project in accordance with Montco 2040, and/or the provisions of this Agreement. If the Grantee within ten (10) days from the date of said written notice, fails to institute the corrective measures, in the sole opinion of the County, necessary to bring the implementation and administration of the Project into compliance with the provisions of the Montco 2040, and the provisions of this Agreement or otherwise fails to properly administer or implement the Project in accordance with the Montco 2040, and/or provisions of this Agreement, the County, at its discretion, shall have the right to:

1. Suspend this Agreement and to suspend the funding of the Project until said corrective measures have been effected by the Grantee to bring implementation and administration of the Project into compliance with the provisions of Montco 2040 and the provisions of the Agreement;
2. Institute corrective measures in order to bring the implementation and administration of the Project into compliance with the provisions of this Agreement;
3. Assume responsibility for the administration and implementation of the Project; and/or
4. Recapture funds and void grants or loans for violations of the procedures in this guidebook, for failure of a project, for inability to meet required benchmarks, or for inability to comply with the timeframes in this guidebook;
5. Require funds for a construction or building project that is subsequently demolished, rendered unusable due to poor construction or maintenance, not used for its original intent, or removed before its expected useful life has expired to be paid back to the County on a pro-rata basis, based on the amount of County funds and the amount of time remaining on the expected useful life of the project as determined by the County.

6. Terminate this Agreement and withdraw or reduce funding for the Project.

B. The above rights are cumulative. Failure of the County to exercise its rights immediately shall not constitute a waiver by the County, nor shall the County be estopped from exercising these rights at any time.

C. If the County elects to institute corrective measures to bring the implementation and administration of the Project into compliance by assuming the administration and implementation of the Project, the County reserves the right to charge the Grantee for the costs and expenses relative to the design and construction of the Project.

D. The County may deduct said charges from the Grantee's share of the Montco 2040 funds and/or demand and receive reimbursement by the Grantee for said charges. The County, by exercising any of the rights set forth in this Paragraph shall incur no liability direct or indirect, to the Grantee, its contractors, subcontractors, agents, servants or employees as a result of such action.

E. The Grantee hereby agrees for itself, its agents, servants, employees, contractors and subcontractors, to hold the County harmless for any causes of action arising out of the implementation of the Project or any actions incident thereto.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

MONTGOMERY COUNTY, Grantor

Attested

By: _____
Valerie A. Arkoosh, MD, MPH, Chair

Name

By: _____
Kenneth E. Lawrence, Jr., Vice Chair

Title

By: _____
Joseph C. Gale, Commissioner

NORTH WALES BOROUGH, Grantee:

Attested

By: _____

Name _____

Name: _____

Title: _____

Title: _____

EXHIBIT A: PROJECT NARRATIVE for MO-20-03-105

The Center Street Pedestrian Connection and Gateway project will create new sidewalk connections to improve pedestrian access and safety within a combined residential and light industrial district, enhance walkability through the Borough, and formalize an existing trail connection into a large neighboring recreational park. This project is intended to improve pedestrian access and safety leading to the trail connector into the park by installing new sidewalks, crosswalks, driveway aprons, ADA ramps, and a gateway structure with lighting at the trail entrance to enhance visibility of this connection point and establish a more formal entryway along the municipal boundary. Additional crosswalk infrastructure over Walnut Street, including an LED light signal will provide enhanced safety for pedestrians crossing over one of the Borough's most heavily trafficked roadways and access to other major destinations in the Borough including the North Wales Area Library, the downtown commercial district, and the regional rail station.

The project scope includes installing approximately 532 linear feet of 5 feet wide sidewalks, 8 handicap ramps, two crosswalks, and other pedestrian safety amenities on the north side of Center Street. These improvements will connect into the existing sidewalk network on West Walnut Street and Elm Avenue. Pedestrian improvements over Walnut Street will provide a more visible crossing point for residents which will improve safety. This crossing point will also improve access between the Parkside Place trail and nearby Borough recreational parks, including Wee Walers Park. Where the new sidewalk will cross over existing driveway entrances, the driveway aprons will be removed and restored with new driveway aprons, which affect two commercial properties. Along the residential property on the corner of Elm Street and Center Street, an existing split-rail fence, landscaping, and hedgerow will be removed and re-installed outside of the right-of-way to accommodate the new sidewalk. Where the sidewalk will cross over the existing paved alley between Elm Street and Walnut Street, the design of the new curb ramps will result in improved stormwater drainage in that area. All of the sidewalk improvements proposed are located entirely within the Borough's right-of-way, except for the portion of the ADA ramps located on either side of the paved alley where additional right-of-way or a temporary construction easement may need to be acquired. The design of the ramps are located in a manner to avoid relocating an existing utility pole, necessitating the easement or acquisition, which will be finalized during final plan engineering.

In addition to the sidewalk and roadway improvements, the project will include the construction of a gateway structure, new signage, and lighting at the trail head leading into Parkside Place Park. These features will serve to formalize this entry point and will call greater attention to this connection. The proposed gateway element will consist of two pillars flanking the trail entrance with associated lighting, signage, and landscaping. This formal structure will create a welcoming and attractive entrance, and newly created signage, developed with support from the Wissahickon Valley Watershed Association, will provide information to residents about nearby recreational amenities, including the nearby Wee Walers Park in the Borough, features within Parkside Place Park, and trail information for the Green Ribbon Trail. Pedestrian-scaled bollard lighting will provide additional visibility and increased safety for trail users accessing the trail after dusk, lighting mounted on the pillars will illuminate the signs, and landscaping will beautify the entrance. The gateway structure is designed to accommodate emergency vehicles should the need arise, and so the pillars will be spaced far enough apart to permit the passage of emergency trucks. It is the intent that increased visibility of this trail connection will encourage awareness of this non-motorized park access point and lead to an increase in residential outdoor recreation levels.

EXHIBIT B:
Project Budget Summary and Schedule of Funding for MO-20-03-105

Description of Costs:	Estimated Project Cost:	County Implementation Grant:	Boro/Township Match:	**Other Funding Sources:
Construction	\$194,670.00	\$154,725.00	\$32,445.00	\$7,500.00
Totals:	\$194,670.00	\$154,725.00	\$32,445.00	\$7,500.00

****Other Funding Sources:**

Private or Twp Funds:

County Funds:

State Funds: \$7,500.00

Federal Funds:

Schedule of Funding

Phase	Completion Date	Comments
Grant agreement signed by municipality and County	August, 2020	
All matching grants are committed and guaranteed	August, 2020	
Planning and/or design of project completed	November, 2020	
Project started by	January, 2021	
Project ended by	July, 2021	

EXHIBIT C: Construction Project and Cost Documentation

Project Number: 20-03-105 Municipality: North Wales Borough
Project Title: Center Street Pedestrian Connection Expiration Date: June 30, 2022

Grant Project Cost Information Checklists:

A. Construction Checklist:

Submit to Montgomery County Planning Commission (MCPC):

- Final Plans (MCPC Approval required)**
- Bid Package prior to dissemination to bidders**

Submit to Montgomery County Housing and Community Development (MCHCD):

- Schedule and Advertising for Construction bids:**
 1. **Date of Advertisement:** _____
 2. **Date of bid opening:** _____
- Bid Tabulation**
- Municipal Resolution to Award Contract**
- Award Letter to Contractor to Perform Work**
- Copy of Signed Agreement with Contractor(s)**
- Contractor's Schedule of Values, (Purchase Orders, Price Quotes, Change Orders, if applicable)**
- Contractor's Application for Payment** (Note: These must have signature and dates of contractor and Municipality)
- Proof of Payment** (front and back of canceled checks/bank statement)

B. Procurement Checklist:

Submit to Montgomery County Housing and Community Development (MCHCD):

- Solicitation of Quotes:** determine specification of item(s) to be procured. Use written notification, e-mail, phone, etc. to collect price quotes. At least three proposals should be tabulated for price comparison.
- Selection of Provider**
- Municipal approval of Selection/ Resolution**
- Copy of Award Letter/Notification**
- Contract with Provider, if applicable**
- Invoice(s) Supporting Purchase(s)**
- Submission of Proof of Payment**

NOTE: ALL documentation must be on file **before processing of Request for Payment. Request for Payment form must be sent in with original signatures. Lack of documentation impedes the reimbursement process. **Match method must be predetermined with MCHCD before reimbursement is requested.****

NOTE: The purpose of this form is to review the Exhibit C form contained in the Montco 2040 agreements. The wording printed in black represents the form as it will appear in your agreement and the wording in red is meant as a tutorial for completion of the requirements.

EXHIBIT C: Project and Cost Information Checklists

Project Number: _____ **Municipality:** _____

Project Title: _____

Project Expiration Date: _____

A. Construction Checklist:

Submit to Planning Commission:

_____ Final Plans (MCPC Approval Required)

_____ Bid Package prior to dissemination to bidders

(Plans are to be sent to Scott France at the Montgomery County Planning Commission and may be sent digitally via email or file sharing service. Note: the Planning Commission may ask for changes if the plans do not meet the scope of the submitted narrative or any other issues with project design are cited. Scott can be contacted at SFrance@montcopa.org and 610-278-3747)

Submit to Housing and Community Development Department (MCHCD): (Note: a copy can be made of Exhibit C and used as a check list when sending the following items to MCHCD. Address all the following to Terry McMullen, 1430 DeKalb Street, PO Box 311. Norristown, PA 19404-0311. Questions to be directed to tmcmulle@montcopa.org)

_____ Schedule and Copy of Advertising for Construction bids:

1. Date of Advertisement: _____

2. Date of bid opening: _____

_____ Bid Tabulation

_____ Municipal Resolution to Award Contract

_____ Award Letter to Contractor to Perform Work

_____ Copy of Signed Agreement with Contractor(s)

_____ Contractors Schedule of Values form (Note: this is the actual work that has been contracted to be done per the bid documents and is used by MCHCD to set up a spreadsheet for reimbursement.)

_____ Contractor's Application for Payment (AIA form, etc.) (Note: all of these must have the signature of the contractor and be dated) or Invoice(s) for work completed and/or items purchased (Note: invoices must clearly state the description of the item(s) being purchased, costs, date of purchase, etc.)

_____ Proof of Payment (Note: this is confirmation that your check has cleared your bank. It can be either a bank statement that supports the check number and payee or the front and back of canceled checks)

B. Procurement Checklist: This process is used to document a non-bid process.
Submit to Housing and Community Development Department (MCHCD):

_____ Solicitation of Quotes Municipality will determine the specification of item(s) to be procured. At least three estimates/proposals should be tabulated for price comparison. Municipality may choose to use one or more of the following means to collect price quotes: written notification, e-mail, phone, etc. Copies of the means and format of the collection information and responses to collection are to be attached to Exhibit C and sent to MCHCD. (Note: any procurement process that will not be able to obtain three estimates/proposals should include a letter of explanation prior to awarding the project.)

_____ Selection of Provider

_____ Municipal Approval of Selection & Resolution

_____ Copy of Award Letter/Notification

_____ Contract with Provider, if applicable

_____ Invoice(s) Supporting Purchase(s)

_____ Proof of Payment(front and back of canceled checks/bank statement) (Note: this is confirmation that your check has cleared your bank. It can be either a bank statement that supports the check number and payee or the front and back of canceled checks)

NOTE: ALL documentation must be on file at MCHCD **before** processing of any Requests for Payment. Request for Payment forms must be sent with original signatures. Lack of proper documentation impedes the reimbursement process. **Match method must be predetermined with MCHCD before reimbursement is requested.**

This document version released June 30, 2020

**NORTH WALES BOROUGH
ORDINANCE 815**

**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 AND ENACTED this 28th day of July, 2020.

BOROUGH COUNCIL OF THE
BOROUGH OF NORTH WALES

BY: _____
James Sando, President

ATTEST:

Christine A. Hart, Secretary

APPROVED by the **MAYOR** this 28th day of July, 2020.

BY: _____
Gregory J. D'Angelo, Mayor

**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) :	<input type="checkbox"/>	<input type="checkbox"/>
---	--------------------------	--------------------------

(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"/>
	<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:	<input type="checkbox"/>	<input type="checkbox"/>

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	[]	[]
Service as Employee before the Original Plan Effective Date	[]	[]
Service as Employee under the Non-PMRS Original Plan	[]	
Service as Employee before the terminated Prior Plan of Municipality	[]	[]
Service as Employee under the terminated Prior Plan of Municipality	[]	[]
Service as Employee after the terminated Prior Plan of Municipality	[]	[]
Name of terminated Prior Plan:		
Service as Employee before the merged Prior Plan of Municipality	[]	[]
Service as Employee under the merged Prior Plan of Municipality	[]	[]
Service as Employee after the merged Prior Plan of Municipality	[]	[]
Name of merged Prior Plan:	[]	[]

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.

- 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)
- 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

- Not Offered (Distribution of Minimum Death Benefit only)
- Offered to a Member who has met the requirements: (Select all that apply)
 - To receive a Superannuation Retirement Pension under Section 5.01
 - To receive an Early Retirement Pension under Section 6.02
 - Of minimum Vesting Service under Section 8.05
 - 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.

<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 checked="" type="checkbox"/>	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: _____ BY _____
Secretary Board Chair

DATE: _____

Approved as to form and legality:

BY: _____ BY _____
Chief Counsel, PMRS 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.

**Coverdales Hermann, LTD
Internal Medicine**





Rene C. Curry, CRNP

Rene Curry is a Board Certified Registered Nurse Practitioner. She is a graduate of Villanova University and University of Delaware. She is a member of the American Academy of Nurse Practitioners, the American College of Nurse Practitioners, and Pennsylvania Coalition of Nurse Practitioners. Rene had extensive clinical experience as an RN before becoming a Nurse Practitioner in 2010. She has a strong commitment to patient education and her goal is reduce knowledge deficits of patients, empower patients to understand their conditions and to take control of their own health. She is committed to facilitating improvement in quality of life of her patients and their families.

Coverdales Hermann, LTD.

**301 South Main Street
2 North
Doylestown, PA 18901
215-348-4800**

Hours: Monday 9:30 - 6:00
 Tuesday 8:00 - 6:00
 Wednesday 8:00 - 5:00
 Thursday 8:00- 5:00
 Friday 9:30 - 5:00



Christopher P. Hermann, M.D.

Dr. Hermann has been privileged to practice Internal Medicine in Doylestown for the past 38 years on the medical staff of Doylestown Hospital. He is a graduate of Villanova University and a graduate of George Washington Medical School, and completed his residency there as well. He is board certified in Internal Medicine.

He enjoys helping patients with complex medical conditions, treating common illness and is a specialist in adult care. He has several generation of patients under his care.

He looks forward to helping you maintain excellent health

Borough of North Wales CHECK DETAIL REPORT

July 2020

0110010 - GENERAL FUND CHECKING

<u>Date</u>	<u>Num</u>	<u>Name</u>	
07/14/2020	6874	DELAWARE VALLEY HEALTH TRUST	\$ 6,722.46
07/14/2020	6875	HOME DEPOT CREDIT SERVICES	\$ 31.91
07/14/2020	6876	LAMAGINATION	\$ 84.80
07/14/2020	6877	NWWA 30543700-82705	\$ 25.90
07/14/2020	6878	PA ONE CALL SYSTEM INC.	\$ 7.00
07/14/2020	6880	PECO 02951-60039 HESS PARK	\$ 30.79
07/14/2020	6881	PECO 23654-10011 (PW - 599 ELM)	\$ 36.59
07/14/2020	6882	PECO 32937-01304 BORO HALL	\$ 36.66
07/14/2020	6883	PECO 63864-01609 WALNUT SQUARE	\$ 32.35
07/14/2020	6884	PECO 66955-01103 PW GARAGE	\$ 60.57
07/14/2020	6885	PECO 70344-01702 BORO HALL	\$ 536.05
07/14/2020	6886	PECO 79323-09073 125 N MAIN	\$ 56.95
07/14/2020	6888	PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM	\$ 721.67
07/14/2020	6889	SWIF - STATE WORKERS' INSURANCE FUND	\$ 1,511.00
07/14/2020	6890	U. S. BANK EQUIPMENT FINANCE	\$ 240.15
07/14/2020	6891	VERIZON S0007570	\$ 165.01
07/14/2020	6892	VERIZON WIRELESS	\$ 175.17
07/14/2020	6893	VOYAGER FLEET SYSTEMS INC.	\$ 659.26
07/14/2020	6894	PECO 67276-01407 STREET LIGHTS	\$ 1,380.90
07/14/2020	6896	ASSOCIATED IMAGING	\$ 49.64
07/14/2020	6897	BOROUGH OF NORTH WALES POLICE PENSIONPLAN	\$ 1,683.33
07/14/2020	6895	CARDMEMBER SERVICE	\$ 187.57
07/14/2020	6898	PECO 01711-30377 (EVENT ST POWER)	\$ 30.50
07/14/2020	6899	PECO 63863-01003 PW GARAGE	\$ 30.39
07/28/2020	6900	SPRINGFIELD TOWNSHIP	\$ 3,070.00
07/28/2020	6901	21st CENTURY MEDIA - PHILLY CLUSTER	\$ 1,810.24
07/28/2020	6902	ALDERFER GLASS CO.	\$ 1,195.00
07/28/2020	6903	ALLEY AUTOMOTIVE	\$ 55.95
07/28/2020	6904	AMAZON CAPITAL SERVICES, INC.	\$ 73.87
07/28/2020	6905	BARNEY'S AUTO PARTS	\$ 164.00
07/28/2020	6906	BOUCHER & JAMES INC.	\$ 4,816.36
07/28/2020	6907	BUCKS COUNTY COURT REPORTERS, LLC	\$ 350.00

Borough of North Wales CHECK DETAIL REPORT

July 2020

Date	Num	Name	
07/28/2020	6908	COMMONWEALTH OF PENNSYLVANIA - NPDES	\$ 500.00
07/28/2020	6909	DANIEL NATALE	\$ 375.00
07/28/2020	6910	DAVIDHEISER'S INC.	\$ 54.00
07/28/2020	6911	DR. JOHN P. FRAUNCES	\$ 265.00
07/28/2020	6912	KELLNER'S LAWN & LEISURE	\$ 89.17
07/28/2020	6913	LANSDALE LOCK SHOP	\$ 487.00
07/28/2020	6914	MAGIC SHINE CAR WASH	\$ 37.00
07/28/2020	6915	MAILLIE	\$ 2,800.00
07/28/2020	6916	METRO ELEVATOR CO.	\$ 106.61
07/28/2020	6917	OFFICE BASICS	\$ 633.42
07/28/2020	6918	POINT SERVICE CENTERS INC.	\$ 1,266.21
07/28/2020	6919	REPUBLIC SERVICES #320	\$ 101.12
07/28/2020	6920	RICHARD HAGY	\$ 120.00
07/28/2020	6921	RUBIN GLICKMAN STEINBERG & GIFFORD	\$ 3,840.00
07/28/2020	6922	THE PARTNERSHIP TMA	\$ 334.20
07/28/2020	6923	TRANSUNION	\$ 50.00
07/28/2020	6924	UNIFORM GEAR, INC	\$ 319.47
07/28/2020	6925	UNUM LIFE INSURANCE COMPANY	\$ 615.79
07/28/2020	6926	WITMER PUBLIC SAFETY GROUP INC.	\$ 469.56
07/28/2020	6927	PSAB U/C PLAN	\$ 1,855.73
07/28/2020	6928	LAZLO MASONRY & RESTORATION	<u>\$ 1,500.00</u>
Total 0110010 · GENERAL FUND CHECKING			
1910010 · WEINGARTNER PARK CHECKING			
07/14/2020	1119	PECO 79540-01509 WEINGARTNER	<u>\$ 33.10</u>
Total 1910010 · WEINGARTNER PARK CHECKING			
3510010 · LIQUID FUELS CHECKING			
07/14/2020	1267	PECO 82667-00208 RED LIGHT	\$ 12.46
07/28/2020	1268	GRAN TURK EQUIPMENT CO.	\$ 137.71
07/28/2020	1269	TAPCO	<u>\$ 1,211.25</u>
Total 3510010 · LIQUID FUELS CHECKING			<u>\$ 1,361.42</u>
TOTAL			<u><u>\$ 43,245.84</u></u>

BOROUGH OF NORTH WALES
 300 SCHOOL STREET
 NORTH WALES, PENNSYLVANIA

REMOTE MEETING: July 14, 2020 7:01 PM, EST

CALL TO ORDER made by President Sando.

ROLL CALL:	Salvatore Amato	Present
	James Cherry	Present
	Sherwin Collins	Present
	Ronald S. Little, Jr.	Absent
	Wendy McClure	Present
	Sally Neiderhiser	Present
	Eion O'Neill	Present
	James Sando	Present
	Mark Tarlecki	Present, joined at 7:05 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.

Consideration: Approval to Advertise Non-Uniform Pension Plan Ord. Amendment

Member Amato asked for clarification on Section 1 of the proposed ordinance amendment. Solicitor Gifford explained that all municipalities are responsible for their own standard fees established by the Pennsylvania Municipal Retirement System.

Member McClure made a motion to approve advertisement of Ordinance 815, Non-Uniform Pension Plan Ordinance Amendment. Member Collins seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Consideration: Approval to Advertise 2020 Paving Project

Member Amato asked about the Borough Engineer's proposal, dated July 14, 2020, relating to the estimated costs for survey/design for the proposed ADA ramp upgrades. Manager Hart explained that the costs are such because each ADA needs to be designed according to the streetscape conditions. Member Tarlecki asked if there is a retainage policy. Manager Hart stated that each contractor must be bonded, and the Borough will not release the bond until the Borough Engineer and PennDOT have approved all the improvements. Retainage will also be held in accordance to law.

Member Neiderhiser made a motion to approve advertisement of the 2020 Paving Project. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Consideration: Approval of CLG Master Grant Contract

President Sando asked if the Borough will be applying for a grant for a specific project. Assistant Manager Guzzardo explained that the master contract is a general contract, which will be used for any potential grant the Borough wishes to apply for.

Member McClure made a motion to approve the Certified Local Government Master Grant Contract. Member Neiderhiser seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

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

Member McClure made a motion to approve the minutes of May 12, 2020. Member Collins seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Member O'Neill made a motion to approve the minutes of May 26, 2020. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Member McClure made a motion to approve the minutes of June 9, 2020. Member O'Neill seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Member Neiderhiser made a motion to approve the minutes of June 23, 2020. Member McClure seconded the motion. Roll Call Vote was taken. Motion passed 8 yes, 0 no.

Old Business/Committee & Board Reports/Zoning Applications

Manager Hart announced that the Human Relations Commission will be meeting on Tuesday, July 21. She then announced that the Technology Committee will be meeting soon to discuss three proposals received for upgrading the sound system for the meeting room. In addition, Manager Hart announced that the Finance and Personnel Committees will be meeting to work towards finalizing the feasibility study of the North Wales Police Department. Lastly, she announced there are no pending zoning applications and the two previously announced applications, Z-20-02 and Z-20-03, were approved.

Solicitor / Mayor / Council / Chief of Police / Manager

Solicitor Gifford announced an executive session will be held regarding a personnel matter and he anticipated no action would be taken following the meeting.

President Sando and Mayor D'Angelo expressed support for continuing to hold remote meetings. Council discussed the issue and decided to continue to hold the meetings remotely until further notice.

Member O'Neill asked about the recorded policy for meetings. Manager Hart stated that all meetings are recorded, and the recordings are disposed of after the minutes have been approved

by Council. Solicitor Gifford stated the Borough should post recordings online, until the minutes have been approved. Manager Hart stated she would start posting the recordings online.

Vice President Cherry reviewed the upcoming schedule of events being held at Nor-Gwyn Pool.

Chief Eves reported that the Police Department is increasing traffic enforcement efforts on South Tenth Street in response to numerous complaints received. He then announced that officers have completed required training and are up to date.

Manager Hart announced that the Borough has received six proposals, relating to the Building Code Official Request for Qualifications (RFQ) that was sent out. Borough staff is currently reviewing the proposals and will follow up with a recommendation for Council to make an appointment at the next meeting on Tuesday, July 28. She then announced that the Borough is accepting proposals until Friday, July 24, relating to the Traffic Engineer RFP and she will provide an update at the next Council meeting. Lastly, she announced that she would be executing a membership application with the Delaware Valley Insurance Trust for Workers' Compensation Coverage and she hopes to have it completed by months end.

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 7:33 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.

F. X. Browne, Inc/Bogia Engineering, Inc.
NMCRC Progress Report: May to June 2020

- Continued work on 904 recycling grant application and developed first draft; recycling numbers are lower than last year; we will be evaluating haulers by municipality; we will be contacting haulers for any updated recycling data.
- Reviewed municipal websites for compliance with DEP requirements.
- Developed recycling news article about need to continue recycling.
- Updated portions of NMCRC website.
- Reviewed PL1083, No. 108 Covered Device Recycling Act and developed draft language for revising Section 504 of the act to allow Best Buy and other stores to accept CRT TVs and other electronic items for recycling. See attached original and revised language. I would like our attorney to review the language.
- In response to public comments about ‘why recycle when it goes to landfills’, I contacted Veronica Harris, the Montgomery County Recycling Coordinator, about recycling problems. Her response was:” *3-7 plastics are the problem, and what people have been hearing about in the news. It seems that China was not actually recycling them either, just picking out the left over 1 and 2s and dumping or burning the rest. We have few ways to recycle 3-7s which is why there has been a lot of talk lately about chemical recycling and pyrolysis. If a material is collected but has not market, obviously it becomes trash*”. A list of these plastics is attached. I will follow up on this with major recyclers such as Mascaro to see if they are recycling plastics 3-7.