



BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454
Phone: 215-699-4424 • Fax: 215-699-3991
<http://northwalesborough.org>

COUNCIL MEETING Tuesday, March 25, 2025 – 7:00 P.M.

Salvatore Amato
Sherwin Collins
Anji Fazio
Alexander Groce
Brittany Kohler

Wendy McClure
Sally Neiderhiser
Mark Tarlecki
Sarah Whelan
Neil McDevitt, Mayor

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

1. Public Comment

2. Presentation: DCED 2024 Annual Audit Report

3. Consideration: \$10k Contribution to Volunteer Medical Service Corps

4. Proclamation: National Library Week

5. Consideration: Appointment to Zoning Hearing Board Alternate – Term Expiring 12/31/2027

6. Consideration: Acceptance of Economic Development & Community Development Initiatives Grant – Streambank Restoration

7. Consideration: Approval to Join PSDLAF

8. **Consideration: Approval of Disbursements: \$72,802.88**

9. **Consideration: Approval of Minutes: March 11th, 2025**

10. **Old Business / Committee & Board Reports / Zoning Applications / Parking Lot**

11. **Solicitor / Mayor / Council / Chief / Public Works / Manager**

Adjournment

All interested parties may participate 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 info@northwalesborough.org; these must be received no later than 12 Noon on the day of the meeting. 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 info@northwalesborough.org.

Mayor's Office Hours:

2nd Tuesdays 5:00 P.M. - 7:00 P.M.

Monthly Meetings Information:

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| HARB | 3 rd Wednesday of Month |
| Historic Commission | 4 th Thursday of Month |
| Human Relations Commission | 3 rd Thursday of Month |
| Park & Recreation Board | 2 nd Thursday of Month |
| Planning Commission | 1 st Wednesday of Month |
| Shade Tree Commission | 2 nd Thursday of Month |
| Zoning Hearing Board | 1 st Tuesday of Month, as needed |
| Nor-Gwyn Pool Commission | 4 th Tuesday of Month |

All the above meetings begin at 7 P.M. at Borough Hall, unless noted otherwise.

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

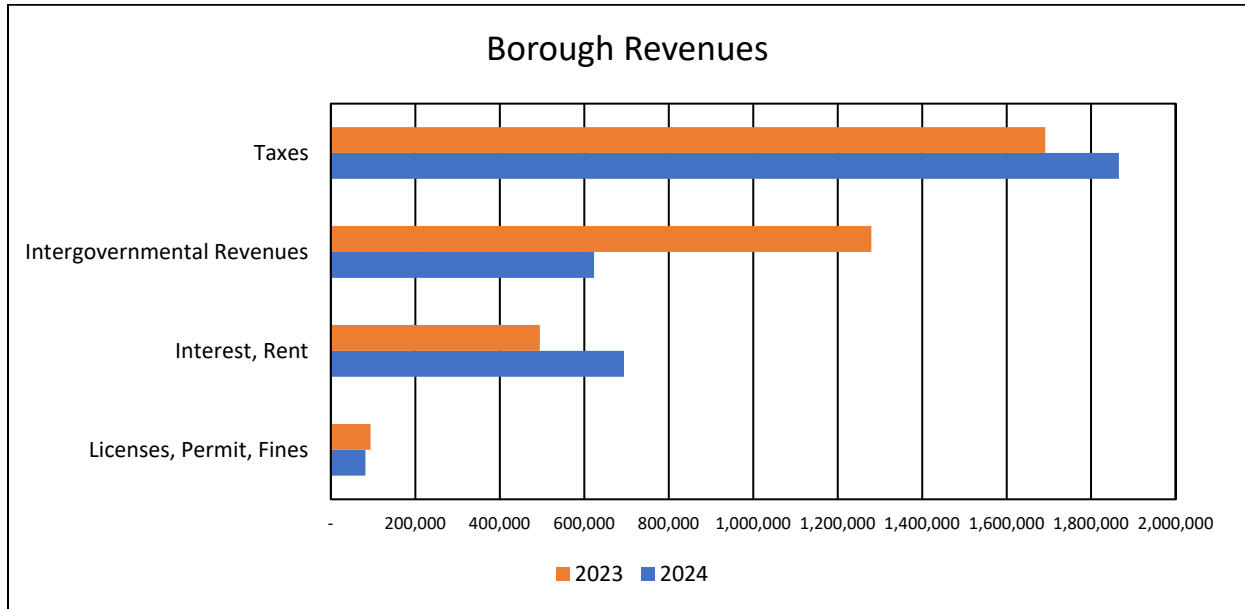
SUMMARY OF FINDINGS/RESULTS

Financial Statement Audit

| | |
|-------------------------|--|
| Auditors' Report | The auditors' report expresses a qualified/adverse opinion on the financial statements of the Borough. Qualification is due to there not being an accounting of capital assets. Adverse opinion is because the financial are prepared in accordance with the PA DCED requirements, which are not GAAP. |
| Noncompliance | No instances of noncompliance material to the financial statements of the Borough were disclosed during the audit. |
| Findings | Maillie did not note any findings during the audit. |

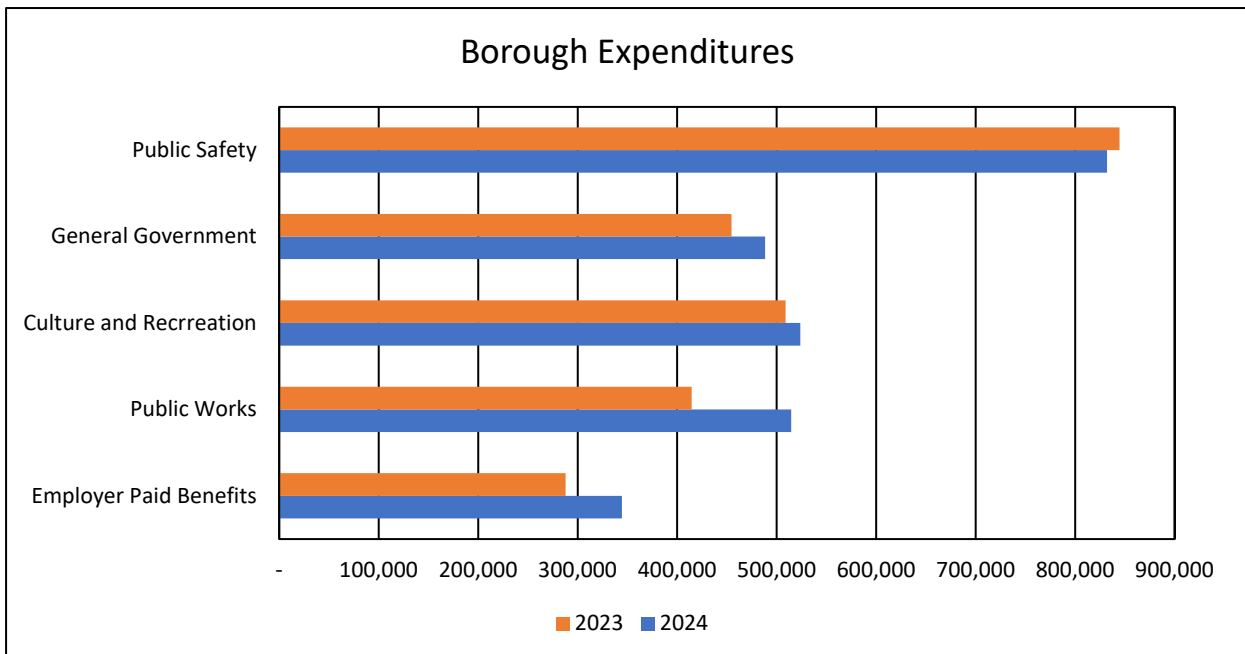
REVENUE COMPOSITION

The chart below depicts the three largest revenue items, and total revenues (excluding any transfers or debt proceeds) of \$3,517,194 for 2024, compared to total revenues of \$3,762,565 for 2023:



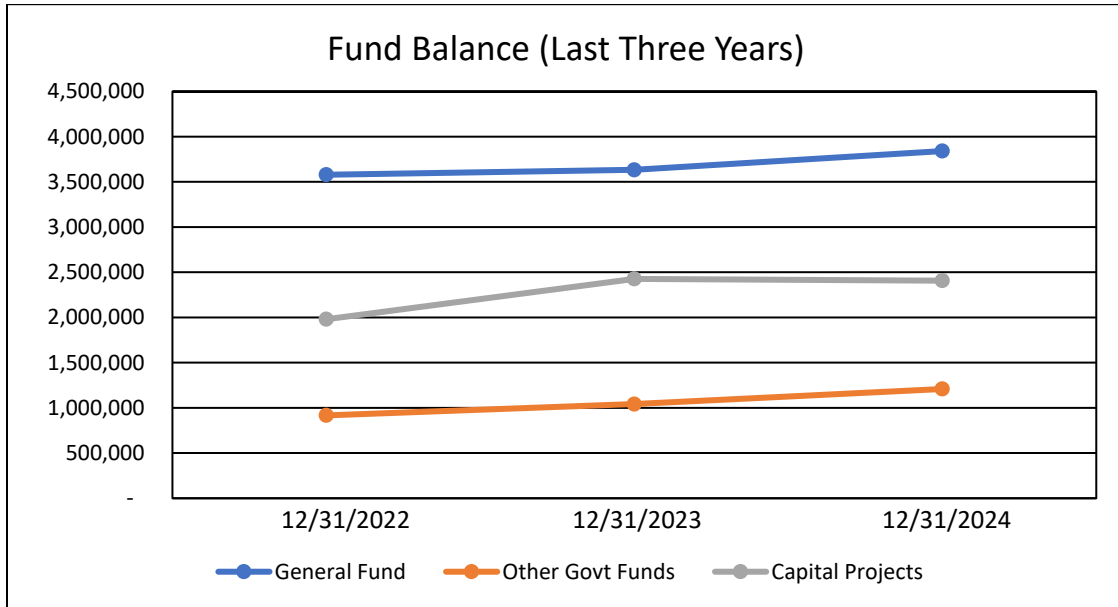
EXPENDITURE COMPOSITION

The chart below depicts three largest expenditure functions/programs, and total expenditures (excluding transfers) of \$2,885,804 for 2024, compared to total expenditures of \$2,912,621 for 2023:



FUND BALANCE

The chart below depicts the fund balance trend over the last three years





Proclamation

2025 National Library Week Proclamation

WHEREAS, libraries spark creativity, fuel imagination, and inspire lifelong learning, offering a space where individuals of all ages can explore new ideas and be drawn to new possibilities;

WHEREAS, libraries serve as vibrant community hubs, connecting people with knowledge, technology, and resources while fostering civic engagement, critical thinking, and lifelong learning;

WHEREAS, libraries provide free and equitable access to books, digital tools, and innovative programming, ensuring that all individuals have the support they need to learn, connect, and thrive;

WHEREAS, the PA Forward[®], Literacy is POWER, initiative highlights how libraries and staffs encourage literacy in Basic, Information, Civic & Social, Health, and Financial, which contributes to greater personal and community success;

WHEREAS, libraries partner with schools, businesses, and organizations, connecting the dots to maximize resources, increase efficiency, and expand access to essential services, strengthening the entire community;

WHEREAS, libraries' workers have worked to expand fluency in the digital literacy skills needed to navigate the online world which 21st century information exists;

WHEREAS, libraries nurture young minds through Storytimes, STEAM programs, and literacy initiatives, fostering curiosity and a love of learning;

WHEREAS, libraries empower job seekers, entrepreneurs, and lifelong learners by providing access to resources, training, and opportunities that support career growth and economic success;

WHEREAS, getting a library card is a financially literate action;

WHEREAS, libraries, librarians, and library workers across the country are joining together to celebrate National Library Week under the theme "Drawn to the Library";

NOW, THEREFORE, be it resolved that we, North Wales Borough, proclaim National Library Week, April 6-12, 2025. During this week, we encourage all residents to visit their library and celebrate the opportunities they unlock for us every day.

Salvatore Amato, Council President

Hello,

My name is Jeffrey Beck. I'd like to apply for the Zoning Hearing Board (Alternate) position. I'm a local business owner of NW Finest and I deeply care about this borough and community. My great grandmother lived on 7th street in a home that was passed on to my great uncle (Fred Hess) who was a contributor to this community in many ways, from volunteering at church, the fire house as well as donating the land which became Hess Park. I feel connected to this town that I grew up in, that now I have children growing up in, which is why I'd love to help out.

I'd ask for your consideration having me as a part of the Zoning Hearing Board,

Thank you

Jeffrey Beck

**COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT**

**ECONOMIC DEVELOPMENT AND COMMUNITY
DEVELOPMENT INITIATIVES PROGRAM GRANT CONTRACT**

This Contract is entered into by and between the Commonwealth of Pennsylvania (the "Commonwealth"), acting through the Department of Community and Economic Development (the "Grantor"), and

**BOROUGH OF NORTH WALES
DBA NORTH WALES BOROUGH
300 School St
Municipal Building
North Wales PA 19454-3136**

(the "Grantee").

BACKGROUND:

Section 3 of the Act of May 10, 1939 (P.L. 111, No. 51), known as the Commerce Law authorizes the Department of Community and Economic Development to undertake ways and means of promoting and encouraging the prosperous development of Pennsylvania business, industry and commerce, of expanding markets and promoting and developing new markets for Pennsylvania products, to encourage the location and development of new business, industry and commerce within the Commonwealth, to aid in restoring employment in communities affected by unemployment, and to assist persons, firms, associations, political subdivisions, corporations, cooperative associations and other organizations in the execution of its duties and functions under the Act; and

Section 670.101(n) of the Act of April 9, 1929 (P.L. 177), as amended, known as the Administrative Code of 1929, authorizes the Grantor to make direct grants or provide other forms of technical assistance to various public safety, recreation, senior citizens or other community service organizations; and

The General Assembly of the Commonwealth has appropriated funds to the Grantor to carry out the provisions of the Act.

NOW, THEREFORE, in consideration of the foregoing, and subject to the conditions contained herein, the parties hereto intending to be legally bound hereby, do covenant and agree for themselves, their respective successors and assignees as follows:

**ARTICLE I
AMOUNT OF THE CONTRACT**

Subject to the terms of this Contract, the Grantor hereby makes available to the Grantee out of funds appropriated a grant in the sum of **THREE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (\$350,000.00)** ----- or such portion thereof as may be required by the Grantee and authorized by the Grantor, subject to the condition that it shall be used by the Grantee to carry out the activities described in the application submitted by the Grantee and as approved by the Grantor, and which is incorporated herein by reference. In addition, this Contract shall be subject to Appendix A, Project Description and Special Conditions, and Appendix B, Budget Summary, which are attached hereto and incorporated herein.

ARTICLE II EFFECTIVE DATES

The term of this Contract shall commence on the Effective Date (as defined below) and shall end on **JUNE 30, 2026**, subject to the other provisions of this Contract.

The Effective Date shall be the date the fully executed Contract is sent to the Grantee. A fully executed contract is one that has been signed by the Grantee and by the Grantor and contains all approvals required by Commonwealth contracting procedures.

This Contract is not binding in any way, nor will the Commonwealth be bound, until this document has been fully executed and sent to the Grantee. Any cost incurred by the Grantee prior thereto are incurred at the Grantee's risk.

ARTICLE III PAYMENT PROVISIONS AND FISCAL RESPONSIBILITIES

(a) The Grantor agrees to pay the Grantee for eligible project costs incurred under this Contract between **JANUARY 1, 2025** and **JUNE 30, 2026** (the "Contract Activity Period") as follows:

- (1) Subject to the availability of state funds and other terms and conditions of this Contract, the Grantor will reimburse the Grantee based upon the Grantor's determination of the Grantee's needs and in accordance with the proposed budget as set forth in Appendix B.

The Grantor may pay the Grantee for eligible project costs at intervals to be determined by the Grantor. Under no circumstances shall the Commonwealth or the Grantor be liable for any expenditure exceeding the amount stated in this Contract or amendments hereto.

The Grantor shall have the right to disapprove any expenditure made by the Grantee which is not in accordance with the terms of this Contract and the Grantor may adjust payment to the Grantee accordingly.

- (2) Initial payments to the Grantee to perform the activities under this Contract and all other payments shall be made on invoice forms and in accordance with instructions provided by the Grantor.

- (3) To receive reimbursement under this Contract, the Grantee shall submit requests for payment based on the Grantee's estimate of expenditures, at intervals as determined by the Grantee to meet disbursement needs. Unless otherwise instructed by the Grantor, this estimate may not exceed the current disbursement needs of the Grantee in order that the amount of cash on hand and available to the Grantee is as close to daily needs as administratively feasible. The Grantor may, however, set a minimum payment level or amount for each request for payment.

- (b) Conditions for Payment:
 - (1) Grant payments under this Contract are conditioned upon the completion of any Special Conditions described in Appendix A or otherwise incorporated into this Contract.
 - (2) Costs allocated to program administration are limited to those described in the project budget or as otherwise revised in accordance with the amendment provisions of this Contract described in the Article entitled Amendments and Modifications.
 - (3) Payment by the Commonwealth and all other terms of this Contract are subject to the effect of any federal deficit reduction legislation upon the availability of funds awarded by this Contract.

- (c) The Grantee shall charge to the project account all approved costs of the project. All approved costs, including activities contributed by the Grantee or others and charged to the project account, must be supported by properly executed vouchers or other records indicating in proper detail the nature and propriety of the charge.

- (d) Requirement to Invest Grant Funds:

The funds paid to the Grantee in accordance with this Contract must be deposited by the Grantee in a bank or other financial institution in a separate and special expenditures account, to be maintained within its existing accounting system or set up independently; identifiable by reference to the Grantor, proposal name or contract number. The account must be insured by the FDIC.

Subject to applicable rules and regulations and to the provisions of this article, the funds must be continuously invested and reinvested and deposited and redeposited by the Grantee, in accordance with applicable state laws, with a view toward maximizing yield and minimizing the instances of uninvested funds.

Interest or any other income or accumulations earned on funds awarded pursuant to this Contract and totaling more than \$500.00 over the Contract Activity Period must be repaid to the Grantor by means of a check made payable to the Commonwealth of Pennsylvania and submitted simultaneously with the Grantee's Project Audit or Closeout Report.

(e) Conditions for Repayment of Grant Funds:

(1) Misuse or Failure to Use Funds.

- (A) The Grantee shall use the funds granted under this agreement, or as much as may be necessary, to carry out the project in accordance with the terms of this Contract. If after all or any part of the funds has been paid to the Grantee and the Grantee fails to carry out the activities, the Grantee shall repay the Grantor the funds previously paid.
- (B) If the Grantee does not use all or a portion of the funds paid under the terms of this Contract in accordance with this Contract, the Grantee shall be liable to the Grantor for the amount of funds unused or improperly used and shall return those funds to the Grantor.

In the event the Grantor is entitled to repayment of all or a portion of the funds granted under this agreement, the repayment must include all interest, income, accumulations and the monetary equivalent of any appreciation in value of any property (real, personal or mixed) purchased with the funds granted them. Repayment must be in the form and manner directed by the Grantor.

(2) Violation of the Prohibition of Illegal Alien Labor on Assisted Projects Act.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania,

the Grantee shall repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract. Repayment must be in the form and manner directed by the Grantor.

**ARTICLE IV
BONDING, INSURANCE AND TAX LIABILITY REQUIREMENTS**

(a) Fidelity Bonding:

Unless otherwise authorized by the Grantor, the Grantee shall procure fidelity bonding for anyone authorized to sign checks, certify vouchers and/or handle or control funds, checks, securities or property. If a check signing machine is used which is not operated under the direct supervision of the authorized signer or counter-signer, the machine operator must be bonded in the same amount as the check-signer. The amount of the bond required must be adequate to insure the security of all funds received under this Contract as determined by the Grantor and the bond must be maintained until the Contract is closed out by the Grantor.

(b) Liability Insurance:

The Grantee's standard liability insurance policies shall protect, or shall be endorsed to protect, the Commonwealth from claims of bodily injury and/or property damage arising out of any activities performed by the Grantee or its employees or agents under this Contract, including business and non-business invitees, and their property and all other property sustaining damage as a direct or indirect result of the execution of this project when validly present on Grantee's premises whether or not actually engaged in the project at the time the claim inures. The policies must not include any provision limiting then existing sovereign immunity of the Commonwealth or of its agents or employees. Upon request, the Grantee shall furnish to the Grantor proof of insurance as required by this paragraph.

(c) Other Liability Requirements:

The Grantee shall provide workers' compensation insurance where it is required and shall accept full responsibility for the payment of premiums for workers' compensation and social security and any other taxes or payroll deductions required by law for its employees who are performing activities specified by this Contract.

**ARTICLE V
COMPLIANCE WITH APPLICABLE STATUTES AND REGULATIONS**

All activities authorized by this Contract must be performed in accordance with applicable statutes, regulations, conditions, directives, guidelines and any additional requirements as may be attached as Appendix C or are otherwise provided by the Grantor. The Grantee acknowledges that this Contract is subject to all requirements described in this provision and further agrees that it will comply with future requirements determined by the Grantor as necessary.

(a) Compliance with State Statutes and Regulations:

The Grantee shall comply with all applicable state statutes and regulations.

(b) Commonwealth Standard Terms and Conditions:

(1) Definitions. Capitalized terms used in these Commonwealth standard terms and conditions that are not otherwise defined in these provisions have the meanings specified in the agreement to which they are attached.

(2) Indemnification. The Grantee shall indemnify and defend the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Grantee or its employees and agents pursuant to this agreement, as determined by the Commonwealth in its sole discretion.

(3) Nondiscrimination/Sexual Harassment.

(A) Representations. The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

(B) Nondiscrimination/Sexual Harassment Obligations. The Grantee shall not:

(i) in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

- (ii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - (iii) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.
 - (iv) in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.
 - (v) in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (C) Establishment of Grantee Policy. The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- (D) Notification of Violations. The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- (E) Cancellation or Termination of Agreement. The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

 - (F) Subgrant Agreements, Contracts, and Subcontracts. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.
- (4) Grantee Integrity.
- (A) Definitions. For purposes of these Grantee Integrity Provisions, the following definitions apply:
 - (i) "Affiliate" means two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - (ii) "Grantee" means the individual or entity, that has entered into this agreement with the Commonwealth.
 - (iii) "Grantee Related Parties" means any Affiliates of the Grantee and the Grantee's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Grantee.
 - (iv) "Financial Interest" means ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management.

- (v) “Gratuity” means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor’s Code of Conduct, Executive Order 1980-18, as may be amended, 4 Pa. Code §7.153(b), apply.
 - (vi) “Non-Solicitation Award Process” means a method of awarding grants based on predetermined criteria, without the solicitation of grant applications.
- (B) Representations and Warranties.
- (i) Grantee Representation and Warranties. The Grantee represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Grantee nor Grantee Related Parties have:
 - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
 - (ii) Contractor Explanation. If the Grantee cannot make the representations and warranties set forth above at the time of its submission of its grant application or if the agreement is awarded pursuant to a Non-Solicitation Award Process at the

time of the execution of the agreement, the Grantee shall submit a written explanation outlining the reasons why it cannot make those representations and warranties. The Commonwealth may, based on its evaluation of the explanation provided, determine whether it is in the Commonwealth's best interest to execute the agreement.

- (iii) Further Representations. By submitting any bills, invoices, or requests for payment pursuant to the agreement, the Grantee further represents that it has not violated any of these Grantee Integrity Provisions during the term of the agreement.
 - (iv) Notice. The Grantee shall immediately notify the Commonwealth, in writing, if at any time during the term of the agreement it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Grantee acknowledges that the Commonwealth may, in its sole discretion, terminate the agreement for cause if it learns that any of the certifications made in these Grantee Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the agreement.
- (C) Grantee Responsibilities. During the term of this agreement, the Grantee shall:
- (i) maintain the highest standards of honesty and integrity.
 - (ii) take no action in violation of any applicable laws, regulations, or other requirements applicable to the Grantee that govern Commonwealth contracting or grant administration.
 - (iii) establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Grantee Integrity Provisions as they relate to the Grantee's activity with the Commonwealth and Commonwealth employees and ensure that its employees comply with the policy.
 - (iv) not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy,

management directive, or bulletin applicable to the award of grants or the administration of this agreement.

- (v) not have a financial interest in any other subgrantee, contractor, subcontractor, or supplier providing services, labor, or material under this agreement, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Grantee's financial interest. The Grantee must disclose the financial interest to the Commonwealth at the time of submission of its grant application, or if a Non-Solicitation Award Process is used, no later than the date the Grantee signs the agreement. The Commonwealth shall be deemed to have consented if the required disclosure is received and all of the required Commonwealth signatures are affixed.
 - (vi) comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
 - (vii) comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this agreement was awarded pursuant to a Non-Solicitation Award Process.
 - (viii) immediately notify the Commonwealth or the Office of the State Inspector General, in writing, when the Grantee has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Grantee Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- (D) Investigations. If a State Inspector General investigation is initiated, the Grantee shall:
- (i) reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Grantee's compliance with the terms of this or any other agreement between the Grantee and the Commonwealth that results in the suspension or debarment of the Grantee. The Grantee shall not be responsible for investigative costs for investigations that do not result in the Grantee's suspension or debarment.

- (ii) cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Grantee non-compliance with these Grantee Integrity Provisions and make identified Grantee employees and volunteers available for interviews at reasonable times and places.
 - (iii) upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Grantee's integrity and compliance with these provisions. This information may include, but is not be limited to, the Grantee's business or financial records, documents or files of any type or form that refer to or concern this agreement.
 - (E) Termination. For violation of any of these Grantee Integrity Provisions, the Commonwealth may terminate this agreement and any other contract with the Grantee, claim liquidated damages in an amount equal to the value of anything received in breach of these Grantee Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another grantee to complete performance under this agreement, and debar and suspend the Grantee from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.
 - (F) Subcontracts. The Grantee shall include these Grantee Integrity Provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of this provision in the Grantee's subgrant agreements, contracts, and subcontracts shall not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provision, the Grantee shall use its best efforts to ensure their compliance with these provisions.
- (5) Contractor Responsibility.
- (A) Definition. For the purpose of these provisions, the term "Contractor" means as any person, including, but not limited to, a bidder, offeror,

loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term also includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- (B) Contractor Representations.
 - (i) The Contractor represents for itself and its subgrantees, contractors, and subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this agreement, that neither the Contractor, nor any of its subgrantees, contractors, and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot make this representation, the Contractor shall submit, along with the agreement, a written explanation of why the certification cannot be made.
 - (ii) The Contractor represents that, as of the date of its execution of this agreement, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- (C) Notification. The Contractor shall notify the Commonwealth if, at any time during the term of the agreement, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its subgrantees, contractors, or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- (D) Default. The Contractor's failure to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government constitutes an event of default of the agreement with the Commonwealth.
- (E) Reimbursement. The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this agreement or any other agreement

between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.

- (F) Suspension and Debarment List. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

(6) Americans With Disabilities Act.

- (A) No Exclusion. Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this agreement.
- (B) Compliance. For all goods and services provided pursuant to this agreement, the Grantee shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- (C) Indemnification. The Grantee shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Grantee's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

(7) Applicable Law and Forum.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of

process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

(8) Right to Know Law.

(A) Applicability. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.

(B) Grantee Assistance. If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Grantee that it requires the Grantee's assistance, and the Grantee shall provide to the Commonwealth:

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

(ii) any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.

(C) Trade Secret or Confidential Proprietary Information. If the Grantee considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Grantee shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Grantee, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Grantee shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

(D) Reimbursement.

(i) Commonwealth Reimbursement. If the Grantee fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Grantee shall reimburse the Commonwealth for any

damages, penalties, or costs that the Commonwealth may incur as a result of the Grantee's failure, including any statutory damages assessed against the Commonwealth.

- (ii) Contractor Reimbursement. The Commonwealth will reimburse the Grantee for any costs that the Grantee incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

- (E) Challenges of Commonwealth Release. The Grantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Grantee shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Grantee's legal challenge, regardless of the outcome.

- (F) Waiver. As between the parties, the Grantee waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

- (G) Survival. The Grantee's obligations contained in this Section survive the termination or expiration of this contract.

- (9) Offset.

The Commonwealth may set off the amount of any state tax liability or other obligation of the Grantee, or its subsidiaries, owed to the Commonwealth against any payments due the Grantee under any contract between the Commonwealth and Grantee.

- (10) Automated Clearing House (ACH) Payments.
 - (A) Payment Method. The Commonwealth shall make payments to the Grantee through the Automated Clearing House (ACH). Within 10 days of the grant award, the Grantee must submit or must have submitted its ACH information within its user profile in the Commonwealth's Master Database. The Grantee may enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at the following:

<https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>.

- (B) Unique Identifier. The Grantee must submit a unique invoice number with each invoice submitted. The Commonwealth shall list the Grantee's unique invoice number on its ACH remittance advice to enable the Grantee to properly apply the state agency's payment to the respective invoice or program.
- (C) ACH Information in the Commonwealth's Master Database. The Grantee shall ensure that the ACH information contained in Commonwealth's Master Database is accurate and complete. The Grantee's failure to maintain accurate and complete information may result in delays in payments.

(11) Worker Protection and Investment.

The Grantee shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:

- (A) Construction Workplace Misclassification Act;
- (B) Employment of Minors Child Labor Act;
- (C) Minimum Wage Act;
- (D) Prevailing Wage Act;
- (E) Equal Pay Law;
- (F) Employer to Pay Employment Medical Examination Fee Act;
- (G) Seasonal Farm Labor Act;
- (H) Wage Payment and Collection Law;
- (I) Industrial Homework Law;
- (J) Construction Industry Employee Verification Act;
- (K) Act 102: Prohibition on Excessive Overtime in Healthcare;

- (L) Apprenticeship and Training Act; and
- (M) Inspection of Employment Records Law.

(c) Reimbursement for Travel and Per Diem:

Reimbursement to the Grantee for any travel, lodging or meals under this Contract is at or below state rates, unless the Grantee has higher rates which have been approved by its officers/officials, and published prior to entering into contract negotiations with the Commonwealth. Documentation in support of travel and per diem is the same as required of state employees. Higher rates must be supported by a copy of the minutes or other official documents, and submitted to the Grantor.

(d) Compliance with Anti-Pollution Regulations:

The Grantee and its subcontractors agree that in the performance of their obligations under this Contract they shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations.

(e) Compliance with the Prohibition of Illegal Alien Labor on Assisted Projects Act.

Pursuant to the Act of May 11, 2006 (P.L. 173, No. 43), known as the Prohibition of Illegal Alien Labor on Assisted Projects Act, the Grantee shall not knowingly employ, or knowingly permit any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by a grant or loan issued by an executive agency of the Commonwealth of Pennsylvania.

If the Grantee:

- (A) knowingly employs, or knowingly permits any of its subcontractors to knowingly employ, the labor services of an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania; and
- (B) the Grantee or any of its subcontractors are sentenced under Federal law for an offense involving knowing use of labor by an illegal alien on activities funded in whole or in part by grants or loans issued by an executive agency of the Commonwealth of Pennsylvania.

the Grantee shall:

- (A) repay to the Grantor all grant funds received by the Grantee from the Grantor pursuant to this Contract, and
- (B) be ineligible to apply for any Commonwealth grant or loan for a period of two years.

**ARTICLE VI
ASSIGNMENT, TRANSFER, COLLATERAL USE**

This Contract is binding upon and inures to the benefit of the Grantor, the Grantee, and their respective successors and assigns, except that the Grantee shall not assign or transfer its rights under this agreement without the prior written consent of the Grantor. Approval of an assignment does not establish any legal relationship between the Commonwealth or the Grantor and any other third party, and under no circumstances will the Commonwealth be held liable for any act or omission committed pursuant to an assignment.

**ARTICLE VII
INDEPENDENT CONTRACTOR**

Notwithstanding anything contained in this agreement to the contrary, the rights and duties granted to and assumed by the Grantee are those of an independent contractor only. Nothing contained in this agreement is construed as to create an employment, agency or partnership relationship between the Grantor and the Grantee.

**ARTICLE VIII
INTEREST OF PARTIES AND OTHERS**

No officer, member, employee, independent contractor or elected official of the Commonwealth and no member of its governing body who exercises any functions or responsibilities in the review or approval of activities being performed under this Contract shall participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested. Nor shall any officer, member, elected official or employee of the Commonwealth or any member of its governing body have any interest direct or indirect in this Contract or the Contract proceeds.

The Grantee covenants that the Grantee (including directors, officers, members and employees of the Grantee) presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of activities required to be performed under this Contract. The Grantee further covenants that no person having any such interest shall be employed in the performance of activities for this Contract.

The Grantee represents and warrants that no elected state official, any employee of the Grantor, immediate family member (parent, spouse, domestic partner, child, brother or sister, daughter-in-law or son-in-law, or grandchild) of elected state officials or Grantor's employees, or any entity in which any above listed person shall have an ownership interest of 5% or greater, or in which entity any above listed person will have a controlling interest, has received or will receive a direct or indirect pecuniary benefit from or as a result of the full execution of this Contract. Further, the Grantee represents and warrants that it has not

and will not enter any contract for goods or services with the persons enumerated above using any funds made available to Grantee under this Contract.

ARTICLE IX SUBCONTRACTS

The Grantee shall not execute or concur in any subcontract with any person or entity in any respect concerning the activities governed by this agreement without prior written approval of the Grantor. Prior written approval is not required for the purchase by the Grantee of articles, supplies, equipment and activities which are both necessary for and merely incidental to the performance of the work required under this Contract. The Grantee shall not execute or concur in any subcontract declared disapproved by the Grantor. A subcontractor will be automatically disapproved, without a declaration from the Grantor, if the subcontractor is currently or becomes suspended or debarred by the Commonwealth or the federal government. In any event, the Grantee shall be responsible for the quantity and quality of the performance of any of its subcontracts.

All subcontracts must contain provisions of nondiscrimination/sexual harassment as specified in the Article entitled Compliance with Applicable Statutes and Regulations, subsection (b)(3). In addition, all subcontracts involving the pass through of Contract funds to subrecipients must include the audit requirements contained in the Article entitled Contract Audit and Closeout Requirements. The Grantee shall ensure that all required audits of subcontractors are performed, and for resolving any findings contained in the audit reports. All costs deemed unallowable in the subcontract audit report are required to be returned to the Grantor, through the Grantee.

ARTICLE X BIDDING REQUIREMENTS

If the Grantee is a political subdivision or other entity for which open and competitive bidding procedures have been established by law, the Grantee shall comply with those procedures if they are applicable to the project being funded with the grant funds. Otherwise, the Grantee shall comply with open and competitive bidding procedures in awarding all grants, subgrants, contracts, subcontracts or other agreements in excess of \$10,000.00 for construction, reconstruction, demolition, alteration and repair, for acquisition of machinery and equipment, or for engagement of the services of a professional consultant, when the grants, subgrants, contracts, subcontracts or other agreements are funded in whole or at least 50% in part with funds made available under this Contract. Open and competitive bidding procedures require the Grantee to obtain a minimum of three arm's length bids from vendors capable of providing the goods and performing the services requested. Arm's length transactions occur when the parties to the transaction are not related to one another and each party is acting in its own self-interest. The Grantor may require the Grantee to submit proof of compliance with these procedures, and failure to provide proof to the satisfaction of the Grantor may result in termination of the Contract and repayment of all or a portion of the funds available under this Contract. Upon written request and for good cause shown, the Grantor may, at the

Grantor's sole discretion, permit the Grantee to use an alternative procedure for solicitation of bids not inconsistent with law.

ARTICLE XI RECORDS

The Grantee, using accepted procedures, shall maintain at its principal office or place of business complete and accurate records and accounts including documents, correspondence and other evidence pertaining to costs and expenses of this Contract, and reflecting all matters and activities covered by this Contract.

At any time during normal business hours and as often as the Grantor deems necessary, the Grantee shall make available for inspection by the Grantor, the Commonwealth Auditor General, the Commonwealth Attorney General, or the Comptroller General of the United States, or their duly authorized representative, all of its records with respect to all matters covered by this Contract and will permit the Grantor to audit, examine and make copies of the records.

All required records must be maintained by the Grantee for a period of five (5) years from the date of final audit or close out of this Contract by the Grantor, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period. In that event, records must be maintained until all pending matters are resolved.

ARTICLE XII PROGRESS REPORTS

The Grantee and its subcontractors shall furnish to the Grantor progress reports in the form and quantity as the Grantor may from time to time require, including, but not limited to, status reports of the project, project account statements, certificates, approvals, proposed budgets, invoices, copies of all contracts executed and proposed, employment placements, follow-up reports and all other information relative to the Contract as may be requested. The Grantor or its representative shall have the right to make reasonable inspections to monitor the Grantee's performance under this Contract.

If the Grantor determines that the Grantee or its subcontractor(s) has not furnished the reports as required by the Grantor, the Grantor, by giving written notice to the Grantee, may suspend payments under this Contract until the required reports are submitted.

ARTICLE XIII ACKNOWLEDGMENT OF COMMONWEALTH ASSISTANCE

Any publication concerning a project financed by the Grantor will acknowledge Commonwealth financial assistance as follows:

"This Project was financed *[in part]* by a grant from the Commonwealth of Pennsylvania, [insert name of Grantor]."

Signs acknowledging the Commonwealth financial assistance or administrative participation will be erected in the project area as soon as possible after the effective date of this Contract. Acknowledgment of Commonwealth financial assistance may be combined with acknowledgment of other funding sources on project signs or in project publications.

ARTICLE XIV CONTRACT AUDIT AND CLOSEOUT REQUIREMENTS

This Contract is funded entirely with state funds. If the amount of the Contract is less than \$100,000.00 the Grantee is exempt from all audit requirements and should refer to the procedures issued by the Grantor for instructions on closeout of this Contract.

If the amount of the Contract is \$100,000.00 or more, a final audit of the entire Contract (Project Audit) is required by the Grantor within 180 days after the termination of project activities but no later than 180 days after the Contract termination date. This audit is the responsibility of the Grantee. Audits performed under the Single Audit Act of 1984 will not be accepted in lieu of a Project Audit required under this Contract.

The Project Audit must be performed by a certified public accountant. The Grantee shall secure a qualified auditor, however, the Grantor reserves the right of selection or prior approval of the independent auditor to perform the audit. The Project Audit must be a financial audit conducted in accordance with the provisions of the U.S. General Accounting Office's Government Auditing Standards, current revision, and contain all the requirements detailed in the Grantor's "Procedures for Closeout of Contracts." Unless otherwise authorized by the Grantor, the audit must include those funds received under this Contract as well as any required private match funds and encompass the entire Contract Activity Period. Other grant periods may also be specified at the discretion of the Grantor and the Grantor reserves the right to designate additional compliance factors for state financial assistance programs.

The Grantor shall determine any overpayment or underpayment and any additional auditing deemed necessary and inform the Grantee of the settlement amount.

If the final audit of the Contract, as accepted by the Grantor or any duly authorized representative, discloses that the full amount of the Contract was not required to complete

the project or that funds were improperly used, then the funds unused, improperly used or expended but not required to complete the project, must be repaid to the Grantor with interest unless otherwise directed in writing by the Grantor.

The Commonwealth reserves the right for state agencies or their authorized representative to perform additional audits of a financial or performance nature if deemed necessary. Any additional audit work must rely on work already performed by the Grantee's auditor, and the costs for any additional work performed by the state or federal agencies must be borne by those agencies at no additional expense to the Grantee.

All terms of this Contract will remain in effect and be binding upon the parties to this agreement until a final audit is submitted and accepted by the Grantor.

None of the above provisions under this article exempts the Grantee from maintaining records of state financial assistance programs or providing upon request, access to such records to the Grantor or its authorized representatives.

The submission of a Single Audit in accordance with the Single Audit Act and related Circulars does not exempt the Grantee from complying with all Project Audit and any closeout procedures as may be issued by the Grantor, including, but not limited to, the submission of a financial statement of the project after termination of project activities.

For additional information on audit and general closeout requirements, the Grantee should refer to the procedures for closeout of contracts issued by the Grantor.

ARTICLE XV TEMPORARY SUSPENSION OF THE CONTRACT

Upon written notice and at any time during the period covered under this Contract, the Grantor may suspend payments and request suspension of all or any part of the Contract activities. The Grantor may give notice to suspend for the following reasons:

- (a) Violations of laws and regulations, audit exceptions, misuse of funds, failure to submit required reports or when responsible public officials or private citizens make allegations of mismanagement, malfeasance or criminal activity.
- (b) When, in the opinion of the Grantor, the activities cannot be continued in a manner as to adequately fulfill the intent of statute or regulations due to act of God, strike or disaster.

During the term of suspension, the Grantor and Grantee shall retain and hold available all funds previously approved for application to the activities. During this period all such funds held by the Grantee must be placed in an interest bearing program expenditures account. The Grantee shall not expend any of the funds during the period that the Contract is suspended except pursuant to order of a court of competent jurisdiction. The Grantee shall have the right to cure any default or other circumstance that is the basis for suspension of this Contract within a reasonable period of time.

This Contract is also conditioned upon complete performance by the Grantee of past agreements or contracts between the Grantor and the Grantee. Complete performance includes the Grantee's timely submission of the required final audit of past agreements or contracts to the Grantor. If the Grantor determines that there has been incomplete performance of past agreements or contracts by the Grantee, the Grantor, by giving written notice to the Grantee, shall suspend payments under this Contract until the Grantee has fulfilled its obligations under past agreements or contracts to the satisfaction of the Grantor. When the Grantee has fulfilled its obligation under past agreements or contracts to the Grantor's satisfaction, the Grantor shall resume payments under this Contract.

ARTICLE XVI TERMINATION OF THE CONTRACT

The Grantor may terminate this Contract at any time for its convenience or for any other reason if it determines that termination is in its best interests, or is otherwise appropriate, by giving written notice to the Grantee of the termination and specifying the termination effective date. Termination pursuant to this section shall not be applicable to funds that the Grantee is legally or contractually obligated to pay as a result of project activities entered into prior to the date that it receives written notice of termination. All grant monies not legally or contractually obligated, plus accrued interest, must be returned to the Grantor on or before the effective date of termination and all project records must be made available to the Grantor.

ARTICLE XVII ENTIRE AGREEMENT

This Contract, when signed by all the parties to this agreement, constitutes the full and complete understanding and agreement of the parties of its express terms as provided above.

No provision of this Contract is construed in any manner so as to create any rights in third parties not party to this Contract. It is interpreted solely to define specific duties and responsibilities between the Grantor and the Grantee and does not provide any basis for claims of any other individual, partnership, corporation, organization or municipal entity.

ARTICLE XVIII AMENDMENTS AND MODIFICATIONS

A properly executed Contract amendment is required to change the termination date of this Contract, to change the Contract Activity Period, to amend the grant amount or to make major changes in the approved program scope, objectives or methods. An amendment must be executed if there is a significant change in the activities to be conducted under this Contract. Other revisions to the Project Description or Budget may be made upon written approval from the Grantor after prior written request of the Grantee; provided, the request is made by the Grantee and approved by the Grantor prior to the termination or expiration of the Contract.

**ARTICLE XIX
SEVERABILITY**

Should any section or any part of any section of this Contract be rendered void, invalid or unenforceable by any court of law, for any reason, the determination will not render void, invalid, or unenforceable any other section or part of any section of this Contract.

**ARTICLE XX
CONSTRUCTION**

All of the terms of this Contract are expressly intended to be construed as covenants as well as conditions. The parties intend this statement of their agreement to constitute the complete, exclusive, and fully integrated statement of their agreement. As such, it is the sole expression of their agreement, and they are not bound by any other agreements of whatsoever kind or nature. The parties also intend that this agreement may not be supplemented, explained, or interpreted by any evidence of trade usage or course of dealing. In entering this agreement, the parties did not rely upon oral or written statements or representations not contained within the document itself.

**ARTICLE XXI
NONWAIVER OF REMEDIES**

No delay or failure on the part of the Grantor in exercising any right, power or privilege shall affect the right, power or privilege; nor shall any single or partial exercise thereof or any abandonment, waiver, or discontinuance of steps to enforce the right, power or privilege preclude any other or further exercise thereof, or the exercise of any other right, power or privilege. The rights and remedies of the Grantor are cumulative and concurrent and not exclusive of any rights or remedies which it might otherwise have. The Grantor shall have the right at all times to enforce the provisions of this Contract in accordance with the terms contained in the Contract regardless of any conduct or custom on the part of the Grantor in refraining from so doing at any time. The failure of the Grantor at any time to enforce its rights under this Contract, is not construed as having modified, waived, or created a custom in any way or manner contrary to specific provisions of this Contract.

[Remainder of page left intentionally blank.]

IN WITNESS WHEREOF the parties hereunto have set their hands and seals on:

WITNESS:

**BOROUGH OF NORTH WALES
DBA NORTH WALES BOROUGH**

Vendor Number **138985**

**Commonwealth of Pennsylvania
Acting through the
Department of Community and
Economic Development**

X By [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

[Signature Affixed Electronically – see last page] _____
Secretary/Deputy Secretary Date

X By [Signature Affixed Electronically – see last page]

X Title [Affixed Electronically – see last page]

X Date [Affixed Electronically – see last page]

Approved:

I hereby certify that funds in the amount of
\$350,000.00 are available under Appropriations
Symbol:

1110400000 2481001000 6600400 2024 - \$350,000.00

Program **GRANT**
Contract # **C000093132**

Approved as to Legality and Form

[Signature Affixed Electronically – see last page] _____
Office of Chief Counsel Date

Preapproved Form # 4-FA-4.0 _____
Office of General Counsel Date

Preapproved Form # 4-FA-4.0 _____
Office of Attorney General Date

Comptroller approved as to fiscal responsibility,
budgetary appropriateness and availability of
funds:

[Signature Affixed Electronically – see last page] _____
Comptroller Date

Borough of North Wales DBA North Wales Borough

North Wales Borough has proposed the project to complete the restoration and enhancement of the floodplain/wetlands along Dodsworth Run on North Wales Borough owned public open space. Once implemented, the project would result in a stabilized system with a functioning floodplain-wetland bench that would provide water quality benefits, reduced erosion and flooding issues, and significant ecological uplift. The stream restoration project proposes eliminating existing unvegetated vertical streambanks and replacing them with a vegetated floodplain bench and gradual side-slopes.

DCED Funds will be used toward **Renovations, Professional Services/Consultants, Engineering, Inspections, and Fees**. The costs will include but are not limited to: Design restoration work, Permitting, bid phase services and document preparation, bid advertisement work, management and admin of bids, responding to requests for information, assisting the borough with the contract, construction oversight, mobilization, earthwork & grading, erosion and sediment controls, Seeding & Matting, Installation of native plants, stream restoration, and post construction monitoring & maintenance.

| <input type="button" value="Add funding source"/> | | Economic Development | Total |
|---|------------------------|---|--------------|
| Please Select a Category <input type="button" value="Add Category"/> | | | |
| General Construction - Collapse | | \$245,500.00 | |
| Renovations | Remove | <input type="text" value="\$245,500.00"/> | \$245,500.00 |
| Related Costs - Collapse | | \$104,500.00 | |
| Professional Services/Consultants | Remove | <input type="text" value="\$18,000.00"/> | \$18,000.00 |
| Engineering | Remove | <input type="text" value="\$59,420.00"/> | \$59,420.00 |
| Inspections | Remove | <input type="text" value="\$11,950.00"/> | \$11,950.00 |
| Fees | Remove | <input type="text" value="\$15,130.00"/> | \$15,130.00 |
| Total | | \$350,000.00 | |
| | | Budget Total: | \$350,000.00 |

RESOLUTION TO JOIN THE FUND

A resolution authorizing _____ **(the "Governmental Entity")* to join with other Pennsylvania local government entities and school districts as a Settlor of the Pennsylvania School District Liquid Asset Fund (the "Fund") for the purpose of investing funds of this _____ ** on a pooled basis with funds of other Pennsylvania local government entities and school districts.

WHEREAS, the Fund was formed as a common law trust on January 22, 1982 in accordance with the Pennsylvania Intergovernmental Cooperation Act and other applicable provisions of Pennsylvania law through the adoption of a Declaration of Trust (the "Declaration of Trust") by the initial Settlers of the Fund; and

WHEREAS, additional Pennsylvania local government entities and school districts may participate in, and benefit from, the programs of the Fund by becoming Settlers of the Fund and adopting the Declaration of Trust; and

WHEREAS, the Fund provides a means for the investment of funds of this Governmental Entity through an investment program consistent with good business practice that is economically advantageous to this Governmental Entity.

NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. This Governmental Entity shall become a Settlor of the Fund in accordance with the Declaration of Trust by hereby adopting and entering into the Declaration of Trust in accordance with the terms of the Declaration of Trust and the provisions of the Pennsylvania Intergovernmental Cooperation Act as now in effect, and a copy of the Declaration of Trust shall be filed in the records of this Governmental Entity.

Section 2. This Governmental Entity may invest and withdraw funds pursuant to the investment program of the Fund in accordance with the provisions of the Declaration of Trust. The following officers or officials and their respective successors in office are hereby authorized, directed and empowered to take such actions and execute any and all such documents as they may deem necessary and appropriate to effectuate and evidence (i) the entry by this Governmental Entity into the Declaration of Trust, (ii) the investment and withdrawal of funds of this Governmental Entity pursuant to the investment program of the Fund, and (iii) the exercise of the rights, powers and privileges of this Governmental Entity as a Settlor of the Fund, including, without limitation, voting rights, pursuant to the Declaration of Trust***:

PRINT NAME

TITLE

SIGNATURE

PRINT NAME

TITLE

SIGNATURE

PRINT NAME

TITLE

SIGNATURE

RESOLUTION TO JOIN THE FUND

Section 3. The Trustees of the Fund are hereby designated as having official custody of this Governmental Entity's funds which are invested in accordance with the Declaration of Trust.

Section 4. As required and provided by the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177), the following matters are specified:

(a) The conditions of the agreement regarding intergovernmental cooperation are set forth in the Declaration of Trust;

(b) This Governmental Entity's participation in the Fund shall be terminable at any time by the delivery of a notice thereof to the Fund in accordance with the Declaration of Trust, and the Fund shall be terminable in accordance with the Declaration of Trust;

(c) The purpose and objectives of the Declaration of Trust are the investment of funds of this Governmental Entity in obligations and securities in which funds of this Governmental Entity may be legally invested as a part of a pooled arrangement with other Pennsylvania entities that constitute Local Governments as such term is defined in the Pennsylvania Intergovernmental Cooperation Act (Section 1 of the Act of December 19, 1996, P.L. 1158, No. 177) in order to achieve thereby economic and other advantages of such investments;

(d) It is not necessary to finance the agreement authorized herein from funds of this Governmental Entity except through the temporary investment of funds in accordance with the Declaration of Trust;

(e) The organizational structure necessary to implement the Declaration of Trust shall be as set forth in the Declaration of Trust and the affairs of the Fund shall be managed by the Trustees of the Fund;

(f) Funds of this Governmental Entity may be invested and withdrawn in accordance with the terms of the Declaration of Trust as this Governmental Entity may determine to be necessary or appropriate to meet its investment requirements; and

(g) If the Trustees of the Fund deem it to be appropriate, the Fund shall be empowered to enter into contracts for policies of group insurance and employee benefits, including Social Security, for such employees, if any, as it may have from time to time.

Section 5. All resolutions or parts of resolutions inconsistent herewith are hereby repealed.

Section 6. This resolution shall become effective on the earliest date permitted by law.

Notes:

* Insert the name of the Governmental Entity.

** Insert the type of Governmental Entity (i.e. borough, county, township, etc.)

*** Insert the titles of the officers and officials of the Governmental Entity who will be authorized to deal with the Fund and the investment and withdrawal of investments pursuant to the Fund's programs.

Send completed forms to your PMA representative or to PSDLAF@pmanetwork.com

Borough of North Wales
BILLS LIST
March 2025

| Date | Account | Name | Memo | Amount |
|--|---|---|--|-----------|
| 0121500 · POLICE PENSION CONTRIBUTIONS 01 | | | | |
| 03/11/2025 | | BOROUGH OF NORTH WALES POLICE PENSIONPLAN | FEBRUARY 2025 | 2,057.39 |
| | Total 0121500 · POLICE PENSION CONTRIBUTIONS 01 | | | 2,057.39 |
| 0140042 · DUES, SUBSCRIPTIONS, TRAINING | | | | |
| 03/25/2025 | | CHAMBER OF COMMERCE FOR GREATER MONTG CTY | 2025 MEMBERSHIP DUES | 250.00 |
| 03/25/2025 | | PENNSYLVANIA HORTICULTURAL SOCIETY | 2025 MEMBERSHIP DUES | 50.00 |
| 03/25/2025 | | PA STATE ASSOC OF BOROUGHS | MUNICIPAL POLICE DEPT SUPERVISION & OVERSIGHT- AMATO | 75.00 |
| | Total 0140042 · DUES, SUBSCRIPTIONS, TRAINING | | | 375.00 |
| 0140131 · PROFESSIONAL SERVICES | | | | |
| 03/25/2025 | | COMMUNICATION CONNECTION, INC. | INTERPRETING SERVICES 2/11/2025 & 2/25/2025 | 352.00 |
| 03/25/2025 | | TRADITIONAL SIGN COMPANY | NWACC LOGO | 500.00 |
| 03/25/2025 | | GKO ARCHITECTS | FEASABILITY STUDY-SCOUT CENTER GRANT | 3,500.00 |
| | Total 0140131 · PROFESSIONAL SERVICES | | | 4,352.00 |
| 0140142 · DUES, SUBSCRIPTIONS | | | | |
| 03/11/2025 | | CARDMEMBER SERVICE | DIGITAL VERSION OF THE REPORTER | 18.00 |
| | Total 0140142 · DUES, SUBSCRIPTIONS | | | 18.00 |
| 0140231 · AUDITING SERVICES | | | | |
| 03/25/2025 | | MAILLIE LLP | PROGRESS BILLING FOR DEC 2024 AUDIT | 10,100.00 |
| | Total 0140231 · AUDITING SERVICES | | | 10,100.00 |
| 0140431 · SOLICITOR | | | | |
| 03/25/2025 | | RUBIN GLICKMAN STEINBERG & GIFFORD | FEB 2025 | 3,000.00 |
| | Total 0140431 · SOLICITOR | | | 3,000.00 |
| 0140621 · OFFICE SUPPLIES | | | | |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | OFFICE SUPPLIES | 8.11 |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | CARTRIDGE FOR POSTAGE METER | 19.95 |
| | Total 0140621 · OFFICE SUPPLIES | | | 28.06 |
| 0140632 · COMMUNICATIONS-PHONE | | | | |
| 03/11/2025 | | VERIZON BUSINESS SERVICES S0325700 | FEB 2025 ADMIN | 62.42 |
| | Total 0140632 · COMMUNICATIONS-PHONE | | | 62.42 |
| 0140922 · OPERATING EXP | | | | |
| 03/11/2025 | | CARDMEMBER SERVICE | 70 WATT LUCALOX LAMP BULBS | 92.28 |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | TABLE CLOTHS FOR COMMUNITY CENTER | 96.79 |
| | Total 0140922 · OPERATING EXP | | | 189.07 |
| 0140923 · HEATING FUEL 1409230 | | | | |
| 03/11/2025 | | PECO 0494503000 BORO HALL | FEB 2025 300 SCHOOL STREET | 513.96 |
| | Total 0140923 · HEATING FUEL 1409230 | | | 513.96 |
| 0140935 · JANITORIAL | | | | |
| 03/25/2025 | | FOREST CLEANING SERVICE | FEB 2025 CLEANING 125 N MAIN ST | 87.00 |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | SPRAY 9, COTTON TERRY TOWELS, FABULOSO | 44.17 |
| | Total 0140935 · JANITORIAL | | | 131.17 |

Borough of North Wales
BILLS LIST
March 2025

| Date | Account | Name | Memo | Amount |
|---|---------|---------------------------------------|--|----------|
| 0140936 · ELECTRICITY 1409361 | | | | |
| 03/11/2025 | | PECO 0064701111 (EVENT ST POWER) | FEB 2025 ELECTRICITY 100 N MAIN ST | 44.82 |
| 03/11/2025 | | PECO 6704247000 BORO HALL | FEB 2025 ELECTRICITY 300 SCHOOL STREET | 663.00 |
| Total 0140936 · ELECTRICITY 1409361 | | | | 707.82 |
| 0140937 · REPAIRS/MAINTENANCE SERVICES | | | | |
| 03/25/2025 | | NATIONAL ELEVATOR INSPECTION | 3 YEAR PRESSURE TEST 2/25/2025 | 209.56 |
| 03/25/2025 | | METRO ELEVATOR CO. | 3 YEAR INSPECTION | 850.00 |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | LIGHTS FOR BORO HALL | 100.91 |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | LIGHTS FOR ELEVATOR | 44.07 |
| Total 0140937 · REPAIRS/MAINTENANCE SERVICES | | | | 1,204.54 |
| 0140938 · LEASE | | | | |
| 03/11/2025 | | VECTOR SECURITY | MONITORING SERVICES 03/03/2025-04/06/2025 | 71.55 |
| 03/11/2025 | | VECTOR SECURITY | ENHANCED COMMUNICATION TELLURLAR | 1,361.23 |
| Total 0140938 · LEASE | | | | 1,432.78 |
| 0140945 · CONTRACTED SRVICES | | | | |
| 03/11/2025 | | U. S. BANK EQUIPMENT FINANCE | FEB 2025 | 237.47 |
| Total 0140945 · CONTRACTED SRVICES | | | | 237.47 |
| 0141021 · OFFICE SUPPLIES, POLICE | | | | |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | OFFICE SUPPLIES | 29.87 |
| Total 0141021 · OFFICE SUPPLIES, POLICE | | | | 29.87 |
| 0141026 · MINOR EQUIPMENT, POLICE | | | | |
| 03/11/2025 | | CARDMEMBER SERVICE | AED REPLACEMENT PADS | 128.00 |
| 03/11/2025 | | CARDMEMBER SERVICE | AED STORE TAX FOR PADS | 7.68 |
| Total 0141026 · MINOR EQUIPMENT, POLICE | | | | 135.68 |
| 0141028 · UNIFORMS, POLICE | | | | |
| 03/25/2025 | | UNIFORM GEAR, INC | BASE LAYER, CARGO PANTS, MOCK NECK, NAMETAPE-FUTCHKO | 493.75 |
| Total 0141028 · UNIFORMS, POLICE | | | | 493.75 |
| 0141032 · COMMUNICATIONS-PHONE/RADIO | | | | |
| 03/11/2025 | | VERIZON BUSINESS SERVICES S0325700 | FEB 2025 PD | 110.98 |
| 03/11/2025 | | VERIZON WIRELESS | FEB 2025 NWPD | 162.60 |
| Total 0141032 · COMMUNICATIONS-PHONE/RADIO | | | | 273.58 |
| 0141033 · GASOLINE, POLICE | | | | |
| 03/11/2025 | | U. S. BANK VOYAGER FLEET SYSTEMS INC. | FEB 2025 PD | 790.38 |
| Total 0141033 · GASOLINE, POLICE | | | | 790.38 |
| 0141034 · PRINTING, POLICE | | | | |
| 03/25/2025 | | ASSOCIATED IMAGING SOLUTIONS | COLOR COPIES FOR PD | 44.84 |
| Total 0141034 · PRINTING, POLICE | | | | 44.84 |
| 0141037 · VEHICLE MAINT/REPAIRS | | | | |
| 03/25/2025 | | L.I.P. COLLISON, INC | 2017 FORD INTERCEPTOR WINDSHIELD REPAIR | 735.00 |
| Total 0141037 · VEHICLE MAINT/REPAIRS | | | | 735.00 |

Borough of North Wales
BILLS LIST
March 2025

| Date | Account | Name | Memo | Amount |
|---|---------|---------------------------------------|---|----------|
| 0141045 · CONTRACTED SERVICES | | | | |
| 03/25/2025 | | POWERDMS, INC | MANUAL, SUBSCRIPTION, MEMBERS | 4,132.04 |
| 03/25/2025 | | DAVIDHEISER'S INC. | STOP WATCH TEST & CERT | 85.00 |
| Total 0141045 · CONTRACTED SERVICES | | | | 4,217.04 |
| 0141313 · INSPECTION-CONTRACTED SERVICES | | | | |
| 03/25/2025 | | KEYSTONE MUNICIPAL SERVICES, INC | RESIDENTIAL INSPECTIONS- RANDY | 1,650.00 |
| Total 0141313 · INSPECTION-CONTRACTED SERVICES | | | | 1,650.00 |
| 0143020 · SUPPLIES 1430200 | | | | |
| 03/11/2025 | | U. S. BANK VOYAGER FLEET SYSTEMS INC. | FEB 2025 PW | 247.28 |
| 03/11/2025 | | HOME DEPOT CREDIT SERVICES | FOIL PIPE WRAP, GAS CYLINDER, 5W20 OIL, WATER | 68.85 |
| 03/25/2025 | | DENNEY ELECTRIC SUPPLY | PARTS FOR EXTENTION CORD | 70.18 |
| Total 0143020 · SUPPLIES 1430200 | | | | 386.31 |
| 0143023 · HEATING FUEL 1430230 | | | | |
| 03/11/2025 | | PECO 5095066111 PW GARAGE | FEB 2025 409 ELM AVENUE | 702.47 |
| 03/25/2025 | | D.E. WALKER & SON, INC. | HEATING OIL 599 ELM AVE | 761.06 |
| Total 0143023 · HEATING FUEL 1430230 | | | | 1,463.53 |
| 0143024 · DIESEL | | | | |
| 03/25/2025 | | NWWA | FEB 2025 DIESEL FUEL- PW | 392.20 |
| Total 0143024 · DIESEL | | | | 392.20 |
| 0143238 · UNIFORMS PUBLIC WORKS | | | | |
| 03/25/2025 | | AMAZON CAPITAL SERVICES, INC. | HI VIS SHIRTS FOR PW | 39.98 |
| Total 0143238 · UNIFORMS PUBLIC WORKS | | | | 39.98 |
| 0143260 · SUPPLIES-SMALL TOOLS | | | | |
| 03/11/2025 | | HOME DEPOT CREDIT SERVICES | POST HOLE DIGGER | 39.98 |
| Total 0143260 · SUPPLIES-SMALL TOOLS | | | | 39.98 |
| 0143321 · COMMUNICATIONS-PHONE 143 | | | | |
| 03/11/2025 | | VERIZON BUSINESS SERVICES S0325700 | FEB 2025 PW | 24.77 |
| 03/11/2025 | | VERIZON WIRELESS | FEB 2025 PW | 42.57 |
| Total 0143321 · COMMUNICATIONS-PHONE 143 | | | | 67.34 |
| 0143361 · ELECTRICITY 1430361 | | | | |
| 03/11/2025 | | PECO 7381081222 (PW - 599 ELM) | ELECTRICITY 599 ELM AVENUE, SEWER PL | 87.49 |
| 03/11/2025 | | PECO 9264996000 PW GARAGE | FEB 2025 ELECTRICITY 409 ELM AVE | 104.71 |
| Total 0143361 · ELECTRICITY 1430361 | | | | 192.20 |
| 0143365 · SOLID WASTE DISPOSAL | | | | |
| 03/25/2025 | | REPUBLIC SERVICES #320 | DUMPSTER SERVICES | 13.17 |
| Total 0143365 · SOLID WASTE DISPOSAL | | | | 13.17 |
| 0143373 · BUILDING MAINTENANCE | | | | |
| 03/25/2025 | | FISHERS ACE HARDWARE & RENTAL | FASTENERS | 7.90 |
| Total 0143373 · BUILDING MAINTENANCE | | | | 7.90 |
| 0143375 · VEHICLE MAINT/REPAIRS 1430375 | | | | |
| 03/25/2025 | | ALLEY AUTOMOTIVE | INSPECTION | 61.00 |
| Total 0143375 · VEHICLE MAINT/REPAIRS 1430375 | | | | 61.00 |

Borough of North Wales
BILLS LIST
March 2025

| Date | Account | Name | Memo | Amount |
|------------|---|--|--|-----------|
| | 0143420 · DUES, SUBSCRIPT. | | | |
| 03/25/2025 | | PSATS | CODE ENFORCEMENT ACADEMY 6/17/2025 LEHIGH COUNTY- TUROCK | 125.00 |
| | Total 0143420 · DUES, SUBSCRIPT. | | | 125.00 |
| | 0143937 · CONSTRUCTION REPAIRS/MAINT | | | |
| 03/25/2025 | | FISHERS ACE HARDWARE & RENTAL | PROPANE | 59.97 |
| | Total 0143937 · CONSTRUCTION REPAIRS/MAINT | | | 59.97 |
| | 0145420 · SUPPLIES-PARK | | | |
| 03/25/2025 | | PET WASTE ELIMINATOR | 4 OF 4 PAYMENTS | 200.00 |
| | Total 0145420 · SUPPLIES-PARK | | | 200.00 |
| | 0145436 · ELECTRICITY 1459461 | | | |
| 03/11/2025 | | PECO 3891466000 WALNUT SQUARE | FEB 2025 ELECTRICITY WALNUT SQUARE PK, 2ND & WALNUT | 45.95 |
| 03/11/2025 | | PECO 6654362000 HESS PARK | FEB 2025 ELECTRICITY HESS PARK | 46.24 |
| | Total 0145436 · ELECTRICITY 1459461 | | | 92.19 |
| | 0148020 · MISCELLANEOUS EXPENSES | | | |
| 03/25/2025 | | VOLUNTEER MEDICAL SERVICE CORPS. | DONATION | 10,000.00 |
| | Total 0148020 · MISCELLANEOUS EXPENSES | | | 10,000.00 |
| | 0148410 · FIRE CO WORKERS COMP | | | |
| 03/11/2025 | | SWIF - STATE WORKERS' INSURANCE FUND | SWIF PAYMENT 6 OF 10 | 1,244.00 |
| | Total 0148410 · FIRE CO WORKERS COMP | | | 1,244.00 |
| | 0148610 · DENTAL | | | |
| 03/11/2025 | | DELAWARE VALLEY HEALTH TRUST | DENTAL | 654.29 |
| | Total 0148610 · DENTAL | | | 654.29 |
| | 0148615 · HEALTH & HOSPITALIZATION | | | |
| 03/11/2025 | | DELAWARE VALLEY HEALTH TRUST | HEALTH & HOSPITALIZATION | 12,411.25 |
| 03/11/2025 | | DELAWARE VALLEY HEALTH TRUST | MULTI-TRUST DISCOUNT | -391.96 |
| | Total 0148615 · HEALTH & HOSPITALIZATION | | | 12,019.29 |
| | 0148616 · PENSION EXPENSE-NON-UNIFORM | | | |
| 03/11/2025 | | PENNSYLVANIA MUNICIPAL RETIREMENT SYSTEM | FEB 2025 | 1,560.37 |
| | Total 0148616 · PENSION EXPENSE-NON-UNIFORM | | | 1,560.37 |
| | 0148620 · LTD/STD/LIFE | | | |
| 03/25/2025 | | STANDARD INSURANCE COMPANY | APRIL 2025 | 456.91 |
| | Total 0148620 · LTD/STD/LIFE | | | 456.91 |
| | 0148731 · MANAGEMENT/CONSULTING SERVICES | | | |
| 03/25/2025 | | DUDA ACTUARIAL CONSULTING INC. | ACTUARIAL SERVICES | 3,000.00 |
| | Total 0148731 · MANAGEMENT/CONSULTING SERVICES | | | 3,000.00 |
| | 0243436 · ELECTRICITY 2434361 | | | |
| 03/11/2025 | | PECO 7753007000 STREET LIGHTS | FEBRUARY 2025 STREET LIGHTS | 2,049.51 |
| | Total 0243436 · ELECTRICITY 2434361 | | | 2,049.51 |
| | 1840831 · ENGINEER 1840831 | | | |
| 03/25/2025 | | BOWMAN CONSULTING GROUP | PROJECT 821197.21 CENTER STREET EXTENSION | 625.00 |
| | Total 1840831 · ENGINEER 1840831 | | | 625.00 |

Borough of North Wales
BILLS LIST
 March 2025

| Date | Account | Name | Memo | Amount |
|------------|---|-----------------------------|---|------------------|
| | 1945436 · ELECTRICITY 1945436 | | | |
| 03/11/2025 | | PECO 1733628000 WEINGARTNER | FEB 2025 ELECTRICITY WEINGARTNER PARK | 46.69 |
| | Total 1945436 · ELECTRICITY 1945436 | | | 46.69 |
| | 2347210 · G.O. BOND INTEREST | | | |
| 03/25/2025 | | WELLS FARGO | GOB 2020 SERIES INTEREST PAYMENT | 1,575.45 |
| | Total 2347210 · G.O. BOND INTEREST | | | 1,575.45 |
| | 3543336 · ELECTRICITY/SIGNAL | | | |
| 03/11/2025 | | PECO 4283868000 RED LIGHT | FEB 2025 TRAFFIC SIGNAL | 13.63 |
| | Total 3543336 · ELECTRICITY/SIGNAL | | | 13.63 |
| | 3543725 · REPAIRS/MAINTENANCE SUPPLIES | | | |
| 03/25/2025 | | PMG SM HOLDINGS, LLC | JOINT SEALANT, AQUAPHALT | 2,542.68 |
| | Total 3543725 · REPAIRS/MAINTENANCE SUPPLIES | | | 2,542.68 |
| | 3543835 · VEHICLE MAINTENANCE | | | |
| 03/25/2025 | | MOBILE LIFTS INC. | 2025 SAFETY INSPECTION FOR BUCKET TRUCK | 597.48 |
| | Total 3543835 · VEHICLE MAINTENANCE | | | 597.48 |
| | 4145424 · CULTURAL/REC SUPPLIES | | | |
| 03/11/2025 | | CARDMEMBER SERVICE | PLUSHES FOR EGG HUNT | 52.04 |
| 03/11/2025 | | CARDMEMBER SERVICE | PLUSHES AND CUPS FOR EGG HUNT | 69.95 |
| 03/25/2025 | | SPRINGFIELD WORKSHOP INC | SUNNY BUNNY EASTER EGGS | 375.00 |
| | Total 4145424 · CULTURAL/REC SUPPLIES | | | 496.99 |
| | | | | <u>72,802.88</u> |

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

MEETING: March 11th, 2025, 7:01 P.M., EST

CALL TO ORDER made by President Amato.

| | | |
|------------|---------------------|---------|
| ROLL CALL: | Salvatore Amato | Present |
| | Sherwin Collins | Present |
| | Anji Fazio | Absent |
| | Alexander Groce | Present |
| | Brittany Kohler | Absent |
| | Wendy McClure | Present |
| | Sally Neiderhiser | Present |
| | Mark Tarlecki | Present |
| | Sarah Whelan | Absent |
| | Mayor Neil McDevitt | Present |

Also, in attendance were Gregory Gifford, Borough Solicitor, David Erenius, Chief of Police, Alex Turock, Assistant Borough Manager, and Braeden Bussman, Junior Council Person.

President Amato led the Pledge of Allegiance.

Public Comment

Erin Thompson from North Wales Area Library summarized upcoming events at the Library including the Taste of Montgomery, Spring Break, and Egg Hunt.

Consideration: Establish Handicapped Parking Space Adjacent to 127 N. 2nd St.

Manager Hart and Chief Erenius reviewed the location of the space and the application.

Member McClure made a motion to Establish a Handicapped Parking Space Adjacent to 127 N. 2nd St. Member Collins seconded the motion. Motion passed 6 yes, 0 no.

Proclamation: Recognizing April as PA 811 Safe Digging Month

President Amato proclaimed April 2025 as PA 811 Safe Digging Month in support of the PA 811 One Call system to identify utilities prior to digging.

Consideration: Approval of Minutes: February 25th, 2025

Member Neiderhiser made a motion to Approve the Minutes of February 25th, 2025. Member McClure seconded the motion. Motion passed 6 yes, 0 no.

Old Business / Committee & Board Reports / Zoning Applications / Parking Lot

Vice President Tarlecki summarized the discussion at the recent Planning Commission meeting as they wrapped up their review of the SALDO by discussing standards for EV Charging Stations.

Manager Hart announced a Zoning Hearing Board Application for a use variance in relation to a potential subdivision at 201-205 N. Main Street. The application will be reviewed at the Planning Commission on April 2nd and the Zoning Hearing is scheduled for May 6th.

Solicitor / Mayor / Council / Chief / Public Works / Manager

Mayor McDevitt had the pleasure of representing the Borough at yesterday's event highlighting VMSC's new capability for providing whole blood transfusions in the field. Providing blood transfusions as early as possible improves patient care and patient outcomes.

Mayor McDevitt also gave huge props to many of our Borough businesses that have been collaborating on new tastes, and new experiences for their customers! Ten 7, Empanada Noshery and Everything Bagel have all been working with Soul Brothers Meats to create some signature flavors representing the Borough!

Mayor McDevitt thanked our key Borough staff and volunteers who work hard to keep us safe during all weather.

Mayor McDevitt recognized Women's History Month where we celebrate the history of advocacy and the fight for equality in our global community. He stated that right here in the Borough government, we're represented and are served by amazing women from three of our legislators to the women on this Council and in Borough Government.

Finally, Mayor McDevitt said, "We're all going to be Irish in a few days. I figure it's worth sharing one of the Irish proverbs that I grew up with on the wall in our Irish/Scottish home: May your glass be ever full, may the roof over your head be always strong, and may you be in heaven a half-hour before the Devil knows you're dead."

Manager Hart reviewed upcoming events including the Egg Hunt on April 12th which will be here before we know it. She also congratulated Assistant Manager Turock on achieving his Certified Borough Official Title under the PSAB's program.

Adjournment

Member Neiderhiser made a motion to adjourn. Member McClure seconded the motion. Motion passed 6 yes, 0 no. Meeting adjourned at 7:34 pm.

Attest: _____
Christine A. Hart
Borough Manager



BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454

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

<http://northwalesborough.org>

March 25, 2025

PA DCNR
Rachel Carson State Office Building
400 Market Street, 5th floor
Harrisburg, PA 17101-2301

RE: Support Letter for the Power Line Trail (Dickerson Road to Hancock Road)
Upper Gwynedd Township, Montgomery County

Dear Ms. Carson:

We are writing to express our full support for the Power Line Trail (Dickerson Road to Hancock Road). Upper Gwynedd Township is advancing the development of a community trail network to enhance safe walking, bicycling, and multi-modal transportation opportunities for its residents.

This project includes the design and construction of an approximately one-mile paved trail, which is a key, central portion of the Power Line Trail that will kickstart the development of the entire six-mile route. This section of trail will also create a safe walking and bicycling route from several residential neighborhoods to the Pennbrook Middle School and Gwyn-Nor Elementary School, as well as the Nor-Gwyn baseball and softball fields and North Penn Squires football field.

The trail will start near the intersection of Mill and Dickerson Roads, run parallel to Mill Road, cross over Walnut Street, and run adjacent to Pennbrook Middle School's property and athletic fields, and the Nor-Gwyn Baseball Association fields. The Trail will continue and cross over Hancock Road and connect to an existing sidewalk on the Gwyn-Nor Elementary school property. The entire trail will be located on the power line corridor owned by PECO. Upper Gwynedd Township has acquired formal approval from PECO for the location of the trail on their property. This segment of trail will also be part of the Township's planned 6-mile Powerline Trail, which will connect to the regionally important 202 Parkway Trail. When complete this 6-mile trail will serve as an important part of the Circuit Trail network.

This project will help meet DCNR's goals for active transportation and connecting residents to natural spaces and parks. We fully encourage DCNR to support the funding of this project.

Sincerely,

Christine A. Hart
Borough Manager

C: NW Borough Council



NORTH WALES BOROUGH

**EASTER
EGG HUNT**

APRIL 12 | 11:00 AM

WEINGARTNER PARK

PRE-K TO 3RD GRADE

DON'T FORGET YOUR BASKETS!



A photograph of Senator Tracy Pennyquick, a woman with blonde hair, wearing a dark blazer over a white top, smiling. She is positioned on the left side of the graphic.A bright yellow sun with rays is positioned in the upper left corner, partially behind a white cloud.

SENATOR PENNYCUICK'S *Youth Fishing Derby*

NEW LOCATION

CAMP WAWA PARK

599 CAMP WAWA PARK, SCHWENKSVILLE

Sat. April 12 • 9-11 A.M.

SENATOR
TRACY PENNYCUICK

A logo featuring a white star with three horizontal lines extending to the right, positioned above the text 'TRACY PENNYCUICK'.

Register at: senatorpennyquick.com

An illustration of two children in a wooden boat on blue water. A boy on the left is wearing an orange hat and vest, holding a fishing rod with a yellow fish on the line. A girl on the right is wearing a green hat and vest, with her arms raised in excitement. The boat is brown and has a rope tied to a blue sign above it.

You are invited to attend Senator Pennycuick's

Non-profit *Grant* SEMINAR

In partnership with
TriCounty Community Network



Thursday, April 24, 2025 • 10 AM - 12 PM

The Copperfield Inn at Lakeside

594 W Ridge Pike • Limerick, PA 19468

Please register by April 22 at <https://senatorpennycuick.com/grant-seminar>

At the event, we will discuss...

- Grant news, upcoming programs and deadlines
 - How to be a better applicant
- How to find and secure foundation grants
- Artificial Intelligence in the funding world



Senator Tracy Pennycuick

24th Senate District

Red Hill Office

56 West 4th Street, Floor 2
Red Hill, PA 18076
215-541-2388
Fax: 215-541-2387
Toll Free: 1-855-247-9020

Harrisburg Office

Senate Box 203024
Harrisburg, PA 17120-3024
717-787-3110
Fax: 717-787-8004

SenatorPennycuick.com
tpennycuick@pasen.gov

Facebook.com/SenatorPennycuick
@Sen_Pennycuick
senatorpennycuick
Tracy Pennycuick



A Reduce, Reuse, Recycle Event!

NORTH WALES BOROUGH



**EARTH DAY
EXTRAVAGANZA**



BOROUGH RESIDENTS ONLY

Saturday April 26th, 2025 from 9am to 12pm

LOCATION: BOROUGH HALL, 300 SCHOOL ST

Paper Shredding

Old Shoes, Boots, Sneakers

Torn or Tattered US Flags

Used Eyeglasses

Used Clothing and Textiles

Scrap Metal/Fire Extinguishers

Items containing refrigerant; air conditioners, freezers, refrigerators, etc.

E-Recycling | Limit (1) TV per household – No Console TV's

LOCATION: Hink's Garage, 346 W WALNUT ST

Auto Parts, Wheels

Car Batteries

New/Used Oil, Coolant, Chemicals

Used Tires – Limit (2) per resident only

Thank you to our Earth Day Sponsors:



NOTE: This event is an outdoor event, it will be held rain or shine!

4TH STREET
COMMUNITY GARDEN
Spring Planting

YOU ARE INVITED

COME PLANT
WITH US!!!

LEARN ABOUT
COMPOSTING!!!



17TH MAY 9:30AM

208 S 4TH ST

**MAY
17**



Come early for best selection. Bring wagons.

MONTCO MASTER GARDENERS PLANT SALE

**4-H Center 1015 Bridge Rd.
Collegeville, Pa 19426 9am-1pm**

Bring the beauty of nature into your garden at great prices! Our wide selection of plants include perennials, shrubs, trees, annuals, vegetables, herbs, native plants and master gardener grown plants. Our Master Gardeners bring a wealth of knowledge, experience and provide expert advice. Proceeds fund MG volunteer community and education outreach programs.

Contact: 610-489-4315 montgomerymg@psu.edu, extension.psu.edu/

2025 INVASIVE REPLACE-IVE PENNSYLVANIA

REPLACE YOUR INVASIVE PLANTS!

Remove eligible invasive plants to receive up to five (5) FREE young native trees!

Eligible invasive plants:

- Callery pear (Bradford pear)
- Tree-of-heaven
- Princess tree
- Norway maple
- Japanese barberry
- Burning bush
- Butterfly bush
- And other woody invasives

Pickup Locations

Asbury Woods Nature Center
4105 Asbury Rd, Erie, PA 16506
May 3rd, 9am-Noon

Twin Lakes Park Pavilion 7
111 Nature Ctr Ln, Greensburg, PA 15601
May 10th, 9am-Noon

Cumberland Co. Conservation District Office
310 Allen Road, Carlisle PA 17013
May 9th, 1pm-6pm

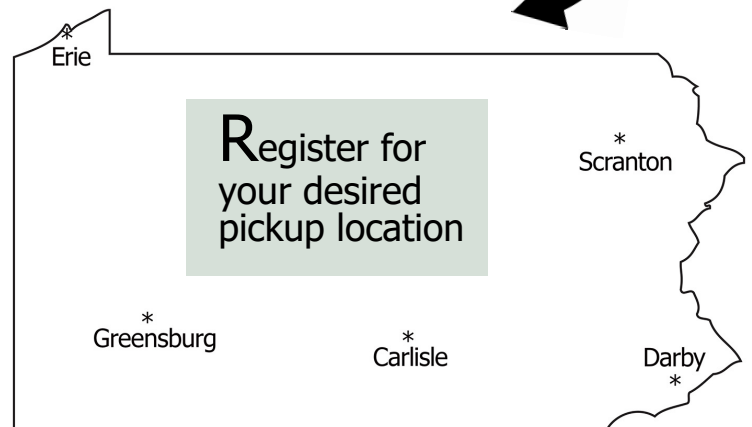
McDade Park
1 Bald Mountain Rd, Scranton, PA 18507
May 18, Noon-3pm

Little Flower Open Space
1201 Springfield Rd, Darby, PA 19023
May 3rd, 10am-Noon

Remove an eligible tree or shrub



Take a photo of the cut plant



Pick up your replacement tree(s)



FAQs

What species are offered as native replacements?

Species available will vary by location, but some examples include redbud, Allegheny serviceberry, shagbark hickory, white oak, hazelnut, blackgum, Carolina silverbell, persimmon, and more.

What size tree will I receive?

Trees will be in 2-gallon or 3-gallon pot sizes, or equivalent tree containers, with the above-ground stem being 1 to 2-ft tall.

How do I submit photos of my cut invasive tree or shrub?

You can submit a photo when you register or bring the photo with you when you pick up a replacement tree.

Can I remove and replace invasive trees/shrubs from a property that I don't own?

Yes, but you must have permission of the property owner (e.g. your neighbor, schools, libraries, religious organizations, corporate campuses).

Am I guaranteed to get a replacement tree?

Trees are available to pre-registered individuals on a first-come, first-served basis.

Visit <https://bit.ly/PA-InvasiveReplace-ive> for registration, invasive removal techniques and more information.



REMOVING TREES AND SHRUBS

Property owners are responsible for the removal of their trees and shrubs. It is highly recommended that you contact a licensed tree professional to remove any trees on your property.

For a list of certified arborists, visit www.isa-arbor.org.

QUESTIONS?

Email RA-NRCommunityForest@pa.gov
(717) 515-0475



Pennsylvania
**Department of Conservation
and Natural Resources**
Bureau of Forestry



Pennsylvania
Department of Agriculture



Funding for this program is provided through a grant from the Forest Service, United States Department of Agriculture, an equal opportunity provider.

Where can I get a REAL ID?

If you decide that a REAL ID is right for you, you have three options for applying for a REAL ID.

- **Apply online** (pre-verified customers only)
- **Visit any PennDOT Driver License Center** to have your documents verified and imaged, receive your REAL ID in the mail within 15 business days
- **Visit a PennDOT REAL ID Driver License Center** statewide to have your documents verified and imaged, receive your REAL ID at the time of service. To find a REAL ID Center near you, go to www.PennDOT.gov/REALID, and click on "REAL ID Center Locations."

Where can I go to learn more?

Visit our website at www.PennDOT.gov/REALID to learn more about REAL ID and decide if it is right for you. You will find detailed information about what documents you need to present, and answers to frequently asked questions about REAL ID.

For additional information about REAL ID from the United States Department of Homeland Security, visit www.dhs.gov and search for "REAL ID."

For a complete list of identification accepted by the Transportation Security Administration (TSA), visit www.tsa.gov and search for "Identification."

Things to Remember:



Individual federal facilities—including military installations—may have different security measures and accepted forms of identification may vary. Contact the facility in advance of your visit to learn what forms of ID will be accepted.



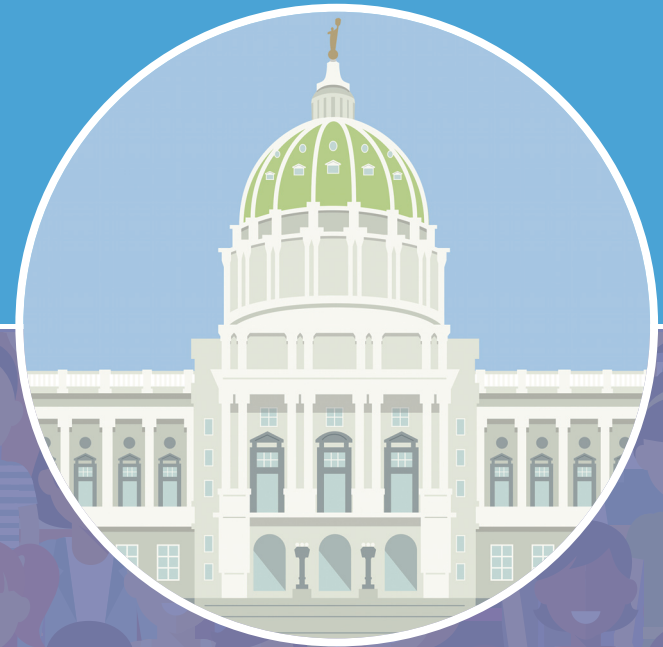
You will still need a valid passport to travel internationally.



After **May 7, 2025**, you will need a REAL ID (or another TSA-approved form of ID) to board a commercial flight, even within the U.S.

Learn more at: www.PennDOT.gov/REALID

REAL ID in Pennsylvania



Pre-Verify Online!

If you received your **FIRST** Pennsylvania driver's license, learner's permit or photo ID card **AFTER** September 1, 2003, PennDOT may already have your REAL ID documentation on file.

To find out if your required REAL ID documents are on file with PennDOT, visit www.PennDOT.gov/REALID.

If PennDOT confirms that your documents are on file, you can order your REAL ID online. Please allow up to 15 business days for processing.



Pennsylvania
Department of Transportation

What is REAL ID?

The REAL ID Act is a federal law that affects how states issue driver's licenses and ID cards if they are going to be acceptable for federal purposes, such as boarding a domestic commercial flight, or entering a military installation or federal facility that requires ID.

Beginning May 7, 2025, Pennsylvanians will need a REAL ID-compliant license, identification card or another form of federally-acceptable identification (such as a valid passport or military ID) to:

- Board domestic commercial flights
- Enter a military base
- Enter a federal facility that requires federally-acceptable identification

Do I have to get a REAL ID?

No. REAL ID is optional for Pennsylvania residents.

You will be able to get either a REAL ID driver's license or identification card, or a standard driver's license or identification card.

If you do not get a REAL ID, you must have an alternate form of federally-acceptable identification (valid passport, military ID, etc.) to board domestic commercial flights and enter certain federal facilities after **May 7, 2025**.



Standard ID or DL

REAL ID ID or DL

Driving (DL only)



General Identification Purposes



Boarding a Domestic (U.S.) Flight after May 7, 2025



Entering a Federal Facility (that requires ID) or Military



You **DO NOT** need a REAL ID to:

- Drive
- Vote
- Access hospitals
- Visit the post office
- Access federal courts
- Apply for or receive federal benefits

How much does a REAL ID cost, and when will it expire?

You will pay a one-time fee of \$30, plus applicable renewal fee(s).

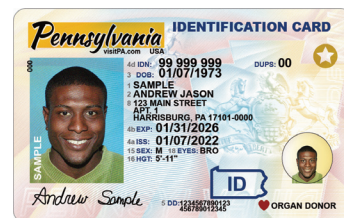
The expiration date of your first REAL ID license or ID card will include any time remaining on your current license or ID card, **plus an additional four years.***

For example, if your license is set to expire in May 2025, but you upgrade to a REAL ID in May 2024, your new REAL ID-compliant license or ID card will not expire until May 2029.

This means that you will not “lose” time that you have already paid for. After your first REAL ID license or photo ID expires, there are no additional fees to renew a REAL ID vs. a standard-issue ID.

If you are receiving your first Pennsylvania driver's license or photo ID and you would like to get a REAL ID, you will pay the one-time REAL ID fee, plus the regular initial issuance fee.

Please Note: Commercial driver license (CDL) holders may either apply to renew their CDL or apply for a duplicate CDL and pay the applicable fee(s).



*unless you are over 65 and have opted for a two-year license



How do I get a REAL ID?

You will need to bring the following documents to a PennDOT Driver Licensing Center:

• Proof of identity

Certified copy of a birth certificate filed with the State Office of Vital Records/Statistics with a raised/embossed seal or a valid, unexpired, U.S. Passport or Passport Card.

Non-US citizens please visit:

<https://www.pa.gov/agencies/dmv/faqs/driver-licensing-faqs/real-id-faqs.html>

• Proof of Social Security

Social Security card in your current legal name (laminated/unlaminated) or, one of the following that displays ALL nine (9) digits of your social security number: W-2, SSA-1099 Form, Non SSA-1099 Form or Pay Stub.

• Two proofs of current, physical PA address

Examples: Current, unexpired PA driver's license or photo ID card; PA vehicle registration card; valid auto insurance card; computer-generated utility bill showing name and address; W-2 form/pay stub

All documents must be in current legal name.

• Proof of all legal name changes, if applicable

All certified marriage certificate(s), for each marriage to track name changes, issued by the county court (Clerk of Orphans Court, Registrar of Wills, etc.) in which the license was issued.

Court order(s) approving a change of legal name

Original or certified copy of an amended birth certificate issued by State Office of Vital Records/Statistics

For additional information on REAL ID documentation requirements and to download our printable document checklist, visit www.PennDOT.gov/REALID and click “Document Checklist.”



Pennsylvania Department of Transportation

Learn more at: www.PennDOT.gov/REALID