



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, August 27th, 2024 – 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: Proposed Eagle Scout Project – Troop 84

3. Presentation: Recognition of Junior Council Person for Six Months of Service

4. Consideration: Approval of Lease Agreement – 125 N. Main Street

5. Consideration: Exclusive Catering and Event Planning Agreement – NWACC

6. Consideration: Approval of the Certified Local Government Agreement 2025

7. Consideration: Approval of Disbursements: \$172,859.39

8. Consideration: Approval of Minutes: August 13th, 2024

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

10. 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:

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.

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

North Wales Water Authority	3 rd Wednesday of Month 5:00 P.M., 200 W. Walnut Street
Nor-Gwyn Pool Commission	3 rd Monday of Month 7:30 P.M., 1 Parkside Place

Please note: The meeting is being digitally recorded.



Junior Council Person (JCP) Recognition Form

Borough Name: North Wales

County: Montgomery

Contact Person: Alex Turock

Complete Address: 300 School Street, North Wales, PA 19454

Phone: (215)-699-4424

E-mail: aturock@northwalesborough.org

Name(s) of current Junior Council Person(s):

Braeden Bussman

I certify that the Junior Council Person(s) named above has faithfully served the Borough of North Wales for at least six months, having attended a majority of council meetings in that time frame, and participated at an admirable level alongside elected borough officials in discussing and solving issues facing the Borough.

The Borough requests our Junior Council Person(s) to be recognized during the borough council meeting on: 08/27/2024 at 7:00pm.
Date Time

Approximate number in attendance at meeting 18.

Location of meeting: Borough Hall – 300 School Street

Salvatore Amato
Council President

08/27/2024
Date

Please forward photos taken at the meeting (with individuals labeled) to be published in the *Borough News* and posted on the PSAB website.

Return completed form to:

Stephanie Drake
JCP Program Director
PA State Association of Boroughs
2941 North Front Street, Harrisburg, PA 17110
Email: sdrake@boroughs.org
Phone: 800-232-7722, Ext. 1017
Fax: 717-236-8289



COMMERCIAL LEASE

CL

This form recommended and approved for, but not restricted to use by, the members of the Pennsylvania Association of Realtors® (PAR).

PARTIES

TENANT(S):
Greater North Penn Area Transportation Management Association

Authorized Signer

TENANT'S PRINCIPAL PLACE OF BUSINESS:

125 North Main Street
North Wales, PA 19454

TENANT'S EMAIL ADDRESS:

LANDLORD(S): **North Wales Borough**

Authorized Signer

LANDLORD'S PRINCIPAL PLACE OF BUSINESS:

300 School Street
North Wales, PA 19454

LANDLORD'S EMAIL ADDRESS:

PREMISES

A portion of the real property known as Suite Number(s) _____, **First Floor Classroom** floor(s), consisting of approximately **775** square feet and located at **125 North Main Street**

North Wales Unit(s) _____ ZIP **19454**,
in the municipality of **North Wales Borough**, County of **Montgomery County**,
in the Commonwealth of Pennsylvania, with improvements consisting of _____

TENANT'S RELATIONSHIP WITH PA LICENSED BROKER

☒ **No Business Relationship (Tenant is not represented by a broker)**

Broker (Company) _____

Company Address _____

Company Phone _____

Company Fax _____

Broker is (check only one):

- ☐ Tenant Agent (Broker represents Tenant only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) _____

State License # _____

Direct Phone(s) _____

Cell Phone(s) _____

Email _____

Licensee(s) is (check only one):

- ☐ Tenant Agent (all company licensees represent Buyer)
☐ Tenant Agent with Designated Agency (only Licensee(s) named above represent Buyer)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Tenant)

LANDLORD'S RELATIONSHIP WITH PA LICENSED BROKER

☒ **No Business Relationship (Tenant is not represented by a broker)**

Broker (Company) _____

Company Address _____

Company Phone _____

Company Fax _____

Broker is (check only one):

- ☐ Landlord Agent (Broker represents Landlord only)
☐ Dual Agent (See Dual and/or Designated Agent box below)

Licensee(s) (Name) _____

State License # _____

Direct Phone(s) _____

Cell Phone(s) _____

Email _____

Licensee(s) is (check only one):

- ☐ Landlord Agent (all company licensees represent Landlord)
☐ Landlord Agent with Designated Agency (only Licensee(s) named above represent Landlord)
☐ Dual Agent (See Dual and/or Designated Agent box below)

☐ Transaction Licensee (Broker and Licensee(s) provide real estate services but do not represent Landlord)

DUAL AND/OR DESIGNATED AGENCY

A Broker is a Dual Agent when a Broker represents both Buyer and Seller in the same transaction. A Licensee is a Dual Agent when a Licensee represents Buyer and Seller in the same transaction. All of Broker's licensees are also Dual Agents UNLESS there are separate Designated Agents for Buyer and Seller. If the same Licensee is designated for Buyer and Seller, the Licensee is a Dual Agent.

By signing this Agreement, Buyer and Seller each acknowledge having been previously informed of, and consented to, dual agency, if applicable.

Tenant Initials: _____ / _____

CL Page 1 of 13

Landlord Initials: _____ / _____

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09/16

1 **1. LEASE DATE AND RESPONSIBILITIES**

2 For and in consideration of the rents, covenants and agreements contained herein and for other good and valuable consideration, the
3 receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, Landlord leases to Tenant, and
4 Tenant accepts from Landlord, the Premises described above, and any riders, supplements, addenda and exhibits which are made a part
5 of this Lease, dated _____.

6 **2. DEFINITIONS**

- 7 (A) "Additional Rent" shall mean all sums, charges or amounts of whatever nature (other than Base Rent) to be paid by Tenant to
8 Landlord in accordance with the provisions of this Lease and any addenda including, but not limited to, taxes, water, electricity,
9 security deposits, insurance premiums, repairs, and security services, whether or not such sums, charges or amounts are referred
10 to as "Additional Rent." Landlord shall have the same remedies for default in the payment for Additional Rent as for default in the
11 payment of Base Rent.
- 12 (B) "Base Rent" shall mean the minimum rent due as set forth in Paragraph 5.
- 13 (C) "Common Area Maintenance" (CAM) shall mean Tenant's pro rata share of the cost to maintain, clean or repair the common areas
14 and amenities of the Premises as set forth in Paragraph 7.
- 15 (D) "Improvements" shall mean any equipment, device, capital improvement or replacement to Landlord's Premises (i) required to
16 achieve economies in operating, maintaining and/or repairing the Premises; (ii) required by any governmental authority, board or
17 agency having jurisdiction over Landlord's Premises; or (iii) recommended or required by any insurance carrier in connection with
18 provisions of insurance for Landlord's Premises.
- 19 (E) "Landlord" shall mean the party named above as Landlord and any subsequent person(s) who succeeds to the rights of Landlord
20 herein, each of whom shall have the same rights and remedies as he would have possessed had he originally signed this Lease as
21 Landlord.
- 22 (F) "Operating Expenses" shall mean all expenses incurred in operating, maintaining, managing and repairing the building, land and
23 all improvements, fixtures and equipment located thereon, including but not limited to sidewalks, parking areas, driveways and
24 landscaping as set forth in Paragraph 7.
- 25 (G) "Real Property Taxes" shall mean all ad valorem, real property, personal property or similar taxes, charges and assessments,
26 whether general, special or otherwise, which are levied, assessed or imposed during the Term by any governmental authority upon
27 Landlord's Premises or any other property of Landlord, real or personal, located on Landlord's Premises, and any increase or
28 decrease thereof. "Real Property Taxes" shall also include any tax that shall be levied or assessed in addition to, or in lieu of, such
29 real or personal property taxes. It shall not include federal, state or local income taxes, any franchise, estate or inheritance tax, or
30 any real estate transfer, documentary or intangible tax imposed by reason of sale or financing on Landlord's Premises.
- 31 (H) "Rent" shall mean the total sums due and payable to Landlord.
- 32 (I) "Tenant" shall mean the party named above as Tenant, as well as its or their respective heirs, personal representatives, successors
33 and assigns, each of which shall be under the same obligations, liabilities and disabilities, and have only such rights, privileges
34 and powers as he would have possessed had he originally signed this Lease as Tenant.

35 **3. STARTING AND ENDING DATES OF LEASE** (also called "Term")

36 (A) The Commencement Date shall be (select one):

- 37 ☐ Substantial Completion: _____
- 38 ☐ Occupancy Date: **October 15, 2024**
- 39 ☐ Signing Date: _____
- 40 ☒ Rent Commencement Date: **October 15, 2024**
- 41 ☐ Other: _____

42 Tenant's failure to take possession of the Premises for any reason when possession is delivered by Landlord shall not delay the
43 Commencement Date.

- 44 (B) The Term of this Lease shall begin on the Commencement Date and expire on **11/01/2027** ("Expiration
45 Date"). This date in subsequent years shall operate as the renewal date, if any.
- 46 (C) As used in this Lease, Substantial Completion shall mean that Tenant may utilize the Premises for Tenant's proposed use with-
47 out material interference with Tenant's business activities.

48 **4. RENEWAL TERM**

- 49 (A) This Lease will renew as indicated below unless proper notice to terminate is given. In the event that the Lease is not renewed for
50 any reason whatsoever, and Tenant does not vacate the Premises as set forth herein, Tenant will be considered a "hold over Tenant"
51 and the provisions of Paragraph 32 shall apply.
- 52 (B) ☐ **Option 1 - Automatic Termination**
53 This Lease will automatically terminate at the expiration of the Term unless Landlord and Tenant enter into a written extension or
54 renewal of the Lease prior to the last day of the Term ("Renewal Term").
- 55 (C) ☒ **Option 2 - Automatic Renewal**
- 56 1. If neither party terminates this Lease as set forth herein, this Lease will automatically renew for ☐ additional month(s)
57 (3 if not specified) OR ☐ **1** additional year(s) (1 if not specified) ("Renewal Term").
- 58 2. It is hereby mutually agreed that either party may terminate this Lease by providing written notice to the other party no less
59 than **90** days (90 if not specified) prior to the expiration of the Term or any subsequent Renewal Term.

60 **Tenant Initials:** _____ / _____

CL Page 2 of 13

Landlord Initials: _____ / _____

(D) ☐ **Option 3 - Tenant's Option to Renew**

Landlord and Tenant agree that Tenant has the right to exercise _____ option(s) (1 if not specified) to extend the Lease, provided Tenant is not in continuing, material default or breach at the time the option is exercised. Each option shall be for a term identical to the Term identified in Paragraph 3 ("Renewal Term"). Tenant shall provide Landlord no less than _____ days (60 if not specified) written notice of Tenant's intention to exercise its option to renew the Lease.

(E) If notice of termination is given later than required, Rent is due for the entirety of the Renewal Term.

(F) Any renewal will be according to the terms of this Lease unless otherwise modified in a writing signed by Landlord and Tenant.

(G) At the Expiration Date or sooner termination of this Lease, Tenant shall peaceably surrender to Landlord possession of the Premises in the same condition as it is hereby required to be kept by Tenant, excepting reasonable wear and tear and changes in condition due to fire or other casualty.

1. Tenant may remove its trade fixtures from the Premises and shall repair any damage to the Premises caused thereby. Tenant may not remove any alterations, additions or improvements other than trade fixtures. Such alterations, additions or improvements shall become the property of Landlord as of the Expiration Date or sooner termination of this Lease. Lighting fixtures, heating and air conditioning equipment, plumbing and electrical systems and fixtures, and floor coverings shall not be deemed to be trade fixtures whether installed by Tenant or by anyone else, and shall not be removed from the Premises by or on behalf of Tenant at any time.

2. Landlord may, in Landlord's sole discretion, conduct an inspection of the Premises. Landlord shall provide written notice to Tenant of the date of the inspection so that representatives of both Landlord and Tenant may attend. Following such inspection, Landlord shall provide Tenant with written notice within _____ days (10 if not specified) of such inspection setting forth those conditions for which Tenant is responsible to repair or restore under the Lease.

3. Tenant may, at Tenant's election, either (i) make such repairs or restorations; or (ii) notify Landlord that Tenant desires Landlord to perform such repairs and restorations at Landlord's actual, reasonable costs. If Tenant elects not to perform the repairs and restorations, Tenant shall pay Landlord's actual, reasonable costs promptly after receiving notice that Landlord has completed the same. Such notice shall include an invoice or other record setting forth, in reasonable detail, Landlord's actual costs of repairs and restorations.

5. BASE RENT

(A) Rent is due without demand, abatement, deduction or set-off at the address set forth on Page 1 of this Lease, unless otherwise stated.

(B) Base Rent shall be paid in ☒ monthly ☐ quarterly ☐ annual ☐ other: _____ installments of \$ **1,282.00** on or before the **1st** day of each ☐ month ☐ quarter ☐ other: _____ ("Due Date").

(C) Base Rent shall be calculated as \$ **1.65** /sq. ft. OR \$ **1,282.00** per month amounting to Base Rent of \$ **15,384.00** (U.S. Dollars) per year.

☒ If checked, Base Rent is subject to an incremental rent increase during the Term of this Lease. Each increase in Base Rent owed to Landlord will be no more than **3.000** % or \$ _____ in each instance and, following proper notice to Tenant, will take effect on the anniversary of the Commencement Date set forth in this Lease unless otherwise stated here: _____.

(D) Any Base Rent installment, Additional Rent, or any other payment not received by Landlord within _____ days (5 if not specified) of the Due Date shall be subject to a late charge of _____ % of the installment due or \$ **100.00** ("Late Charge").

(E) Tenant agrees that all payments will be applied against outstanding Additional Rent that is due before they will be applied against the current Base Rent due. When there is no outstanding Additional Rent, payment will be applied to the month's Base Rent that is currently due.

(F) Landlord will accept the following methods of payment: ☒ Cash ☒ Money Order ☐ Personal Check ☐ Credit Cards (additional fees may apply) ☒ Cashier's Check ☒ Other: **company check**. Landlord, at Landlord's sole discretion, reserves the right to change or modify the acceptable methods of payment if any method fails (a check is returned or not honored, credit card is declined, etc.), by providing Tenant with notice not less than ten (10) days before the next Base Rent installment is due.

(G) Tenant will pay a fee of \$ **50.00** for any payment that is returned or declined by any financial institution for any reason. Notwithstanding any other provisions in this Lease, if payment is returned or declined, Late Charges will be calculated from the Due Date. Any late charges will continue to apply until a valid payment is received.

6. SECURITY DEPOSIT

(A) A security deposit of \$ **1,282.00** will be paid in U.S. Dollars to Landlord or Landlord's representative, and held in escrow by Landlord or Landlord's representative as named here: _____.

(B) The Security Deposit will be held for the performance by Tenant of all of its covenants, obligations and agreements set forth in this Lease, but in no event shall Landlord be obligated to apply the Security Deposit to Rent or other charges in arrears, or damages for Tenant's default hereunder; however, Landlord may so apply the Security Deposit at its option. Landlord's right to possess the Premises for Tenant's default, or other such reason, shall not be affected by the fact that Landlord holds the Security Deposit.

(C) The Security Deposit, if not so applied by Landlord, shall be returned to Tenant within _____ (60 if not specified) days after this Lease terminates, provided that Tenant has vacated the Premises and delivered the same to Landlord as herein provided.

(D) In the event of any transfer of Landlord's interests in the Premises, Landlord shall have the right to transfer its interest in the Security Deposit following proper notice to Tenant, whereupon Landlord shall be released of all liability with respect to such a Security Deposit, and Tenant shall look solely to such transferee for the return of the same in accordance with the terms of the Lease.

Tenant Initials: _____ / _____

CL Page 3 of 13

Landlord Initials: _____ / _____

121 **7. ADDITIONAL RENT**

122 (A) As Additional Rent and/or costs, Tenant agrees to timely pay all or Tenant's proportionate share of the following:

- 123 ☐ Common Area Maintenance (CAM)
124 ☐ Improvements
125 ☐ Real Property Taxes
126 ☐ Operating Expenses

127 (B) Tenant's prorata share of CAM expenses are -0- % (~~100 if not specified~~) of the total cost. Upon demand for payment,
128 Landlord is required to submit to Tenant an accounting statement which documents the actual cost of the CAM expenses. Tenant
129 is hereby notified that CAM expenses may fluctuate and are subject to modification based upon actual charges.

130 (C) Unless otherwise indicated, Tenant agrees to pay all Operating Expenses, including but not limited to outdoor maintenance, utili-
131 ties, service contracts, insurance, structural maintenance and repairs, and government assessments. Those Operating Expenses
132 included in CAM will be paid by Tenant according to Paragraph 7 (B), above.

133 ☐ **Operating Expense Addendum to Commercial Lease (PAR Form OXA) is attached and made part of this Lease.**

134 **8. PAYMENT SCHEDULE**

	Total Due	Due Date	Paid	Balance Due
136 (A) First month's Base Rent:	\$ <u>1,282.00</u>	<u>10/15/2024</u>	\$ _____	\$ _____
137 (B) Security Deposit:	\$ <u>1,282.00</u>	<u>10/15/2024</u>	\$ _____	\$ _____
138 (C) Additional Rent:	\$ _____	_____	\$ _____	\$ _____
139 (D) Other:	\$ _____	_____	\$ _____	\$ _____
140 TOTALS:	\$ <u>2,564.00</u>		\$ _____	\$ _____

141 **9. SIGNS**

142 (A) All signs are subject to approval of Landlord, in its sole discretion. In addition, all signs must be in accordance and comply with,
143 and if needed, be approved by, North Wales Borough (municipality) and any other necessary governmental
144 authority, prior to installation. Upon request of Landlord, Tenant shall provide Landlord with a scaled drawing of the sign, includ-
145 ing colors, for Landlord's approval.

146 (B) Tenant shall remove all signs upon the expiration or earlier termination of the Lease, and such removal shall be at Tenant's sole
147 cost and expense. Tenant shall repair any damage and fill any holes caused by such removal. In the event of a breach of this Lease,
148 and in addition to all other remedies given to Landlord, Landlord shall have the privilege and right to remove any and all signs
149 and restore the Premises to its prior condition, and Tenant shall be liable for any and all expenses so incurred by Landlord.

150 **10. LANDLORD'S REPRESENTATIONS**

151 Landlord warrants and represents that:

- 152 (A) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, Landlord has the full power
153 and authority to execute and deliver this Lease, and to perform its obligations under this Lease.
154 (B) As of the date of execution and during the term of this Lease, and any extensions or renewals thereto, none of the terms, conditions
155 or obligations of this Lease shall be precluded by or cause a breach of any other agreement, mortgage, contract or other instrument
156 or document to which Landlord is a party.
157 (C) Upon paying Rent and performing its obligations as required under this Lease, Tenant shall be permitted to peaceably and quietly
158 have, hold and enjoy the Premises.
159 (D) As of the Occupancy/Commencement Date, all exterior portions of the Premises, including any paved areas, parking areas and
160 sidewalks, shall be in satisfactory condition and repair, and usable for the purposes intended.

161 **11. ACCEPTANCE; POSSESSION**

- 162 (A) By taking possession of the Premises, Tenant affirms and represents that the Premises is in good and tenable condition, meets
163 Tenant's needs for the use set forth in Paragraph 13, and that all work that was to be performed by Landlord pursuant to the terms
164 of this Lease, if any, has been substantially completed. By taking possession, Tenant is accepting the Premises in "as is" condition.
165 (B) If Landlord is unable to give Tenant possession of the Premises on the Occupancy Date by reason of the holding over of a pre-
166 vious occupant or due to any cause beyond Landlord's control, Landlord shall not be liable in damages to Tenant. During the
167 period that Landlord is unable to give possession, all rights and remedies of both parties, including Tenant's obligation to pay
168 Rent, shall be suspended.
169 (C) If Tenant cannot take possession within _____ days (60 if not specified) of the Occupancy Date, Tenant's exclusive rights are to:
170 1. Change the Occupancy Date of the Lease to the day when Premises is available. Tenant will not owe or be charged Base Rent
171 until Property is available; OR
172 2. Terminate the Lease and have all money already paid as Rent, Additional Rent or Security Deposit returned, with no further
173 liability on the part of Landlord or Tenant.

174 **12. GOVERNMENTAL REGULATIONS**

175 Tenant shall, in the use and occupancy of the Premises, comply with all applicable laws, ordinances, notices and regulations of
176 all governmental and municipal authorities, and with the regulations of the insurers of the property. Tenant shall keep in force at
177 all times all licenses, consents and permits necessary for the lawful conduct of Tenant's business at the Premises. Nothing in the
178 foregoing shall require Tenant to perform any work or make any improvements or repairs that Landlord is required to make pur-
179 suant to other provisions of this Lease.

180 **Tenant Initials:** _____ / _____

CL Page 4 of 13

Landlord Initials: _____ / _____

181 **13. TENANT'S USE AND COVENANTS**

- 182 (A) Tenant shall use the Premises only for office space

183
184 and in accordance with the use permitted under all applicable Federal, State and municipal laws, ordinances and regulations. In
185 the event Tenant should elect to change the use of the Premises from what is identified herein, Tenant shall be permitted to do so,
186 subject to Landlord's prior written consent.

- 187 (B) Tenant shall not bring into, use or permit to be kept on the Premises any dangerous, explosive, toxic, hazardous or obnoxious sub-
188 stance. Tenant will not maintain any hazardous substance or pollutant or contaminate as defined in 42 U.S.C. § 9601, et seq., or
189 any hazardous substance, material and/or waste, including solid, liquid or gaseous materials, which are defined to be hazardous
190 under any applicable federal, state or local laws, regulations or administrative or judicial decisions. Tenant shall indemnify and
191 hold harmless Landlord from any and all liability for costs of remediation resulting from Tenant's violation of this Paragraph. This
192 indemnification is intended to survive the expiration or other termination of this Lease.
- 193 (C) Tenant agrees that it will comply with all laws, ordinances, codes, orders, rules and/or regulations, requirements of any govern-
194 mental body, agency, department, board or similar organization that has jurisdiction over the Premises, arising out of or affecting
195 Tenant's use and occupancy of the Premises or the business conducted therein.
- 196 (D) Tenant covenants and agrees that Tenant, its employees, agents, invitees, licensees and other visitors, as permitted under this Lease,
197 shall observe faithfully and comply strictly with such reasonable Rules and Regulations as Landlord or Landlord's agents may,
198 after written notice to Tenant, from time-to-time adopt with respect to the building, property or Premises.

199 ☐ **Rules and Regulations for use of the property and common areas are attached and made part of this Lease.**

- 200 (E) Tenant may not do or permit anything to be done in or about the Premises that will in any way obstruct or interfere with the rights
201 of other tenants on the property, or injure or annoy them; use or allow the Premises to be used for any improper, illegal or objec-
202 tionable purpose; cause, maintain, or permit any nuisances in, on or about the Premises; or commit or allow to be committed any
203 waste in, on or about the Premises.

204 **14. ASSIGNMENT AND SUBLETTING**

- 205 (A) Tenant shall not assign, mortgage, pledge or otherwise transfer or encumber this Lease or the Premises, nor subject or permit any
206 part of the Premises to be occupied by any other person, firm or corporation other than Tenant or its employees, invitees, agents
207 and servants, without Landlord's prior written approval, which approval shall be in Landlord's sole but reasonable discretion.
- 208 (B) In the event Landlord approves Tenant's request for assignment and/or subletting, each assignee or sublessee of Tenant's interest
209 shall assume and be deemed to have assumed this Lease, and shall be and remain liable jointly and severally with Tenant for all
210 payments, and for the due performance of all terms, covenants, conditions and provisions contained in this Lease.
- 211 (C) No assignment or subletting shall be binding upon Landlord unless the assignee or subtenant shall deliver to Landlord an instru-
212 ment in recordable form containing a covenant of assumption by the assignee or sublessee, but the failure or refusal of an assignee
213 or sublessee to execute the same shall not release the assignee or sublessee from its liability as set forth herein.

214 **15. TENANT'S ALTERATIONS AND REPAIRS**

- 215 (A) Tenant shall not, without first obtaining Landlord's prior written consent (which consent shall not be unreasonably withheld, con-
216 ditioned or delayed) on each occasion, make any improvements or repairs to the Premises. Tenant may, without the consent of
217 Landlord, make minor improvements or repairs to the interior of the Premises provided that:
- 218 1. Each repair costs no more than \$ _____ (\$1,000.00 if not specified),
219 2. They do not impact the structural strength, integrity, operation or value of the building, AND
220 3. Tenant shall take all steps required or permitted by law to avoid the imposition of any mechanics' lien upon the property,
221 improvements, or land.
- 222 (B) Improvements consisting of equipment, devices or improvements required by a governmental authority, board or agency in con-
223 nection with Tenant's Permitted Use shall be at the sole cost and expense of Tenant, and Tenant shall remove same at the termi-
224 nation of the Lease.
- 225 (C) All other alterations, improvements and additions, except for minor alterations and improvements, become part of the Premises
226 and are the property of Landlord without payment therefor by Landlord, and shall be surrendered to Landlord at the end of the
227 Term or any Renewal Term.
- 228 (D) If, prior to the end of the Term or Renewal Term, Tenant provides written notice to Landlord that Tenant intends to remove all or
229 any such alterations and improvements made by Tenant during its occupancy, or the parts thereof specified by Landlord, from
230 the Premises, Tenant shall repair all damage caused by installation and removal.
- 231 (E) All work shall be performed in a workmanlike manner.

232 **16. MECHANICS' LIENS**

- 233 (A) Should any mechanics' lien or other lien be filed against the property or any part thereof by reason of construction, alteration, addi-
234 tion, improvement or installation performed by or on behalf of Tenant, or is a result of Tenant's acts or omissions, Tenant shall,
235 within _____ days (30 if not specified) following receipt of notice of the existence of such lien, cause the same to be cancelled
236 and discharged of record.
- 237 (B) If Tenant has not paid or desires to contest any claim of lien, Tenant agrees to indemnify and hold Landlord harmless from, and
238 defend Landlord against any liability, loss, damage, costs and all related expenses (including reasonable attorneys' fees and costs)
239 arising out of Tenant's non-payment or contest of such liens. Tenant shall also execute such indemnity agreements as would be

240 **Tenant Initials:** _____ / _____

CL Page 5 of 13

Landlord Initials: _____ / _____

necessary to induce a title company to insure over any such lien. Tenant shall not be obligated to update Landlord's title insurance policy at the time of the contest.

- (C) If final judgment establishing the validity or existence of any contested lien is entered, Tenant shall pay and satisfy the same at once.

17. LANDLORD'S RIGHT TO ACCESS

In addition to any other rights reserved to Landlord under this Lease, Landlord shall have the following rights to access the Premises.

- (A) With Landlord's prior consent, Tenant shall have the right to install various locks on and within the Premises. Tenant shall furnish Landlord with copies of any such keys or combinations to provide access only in the event of an emergency or as otherwise set forth in this Lease. Tenant shall have a continuing obligation for the duration of the Lease, and any extensions thereto, to provide Landlord with any keys and/or passcodes necessary to enter the Premises.
- (B) Landlord and its agents, contractors and invitees shall have the right to enter the Premises any reasonable time and after reasonable notice (i) for inspection; (ii) to supply any service that Landlord is obligated to provide under the terms and conditions of this Lease; (iii) to show the Premises to prospective buyers, lenders or tenants; (iv) to affix and display "For Sale" or "For Rent" signs; and (v) to make repairs, alterations, additions or improvements to the Premises or other portion of Landlord's Property, which the examination or exhibition in making of any repairs to the Premises shall not unreasonably interfere with Tenant's use.
- (C) When possible, Landlord will give Tenant _____ hours (24 if not specified) notice of the date, time and reason for the visit. In emergencies, Landlord may enter the Premises without notice. If Tenant is not present, Landlord will notify Tenant who was there and for what purpose within _____ hours (24 if not specified) of the visit.
- (D) Landlord shall not be liable in any manner to Tenant by reason of such entry or performance of repairs, alterations and/or additions to the Premises, and the obligations of Tenant hereunder shall not be affected, absent grossly negligent or intentional actions or failures to act attributable to Landlord, or any person or entity engaged by or on behalf of Landlord to perform such work. Landlord agrees (except in the case of Tenant's default hereunder) that all repairs, alterations and additions (excepting only emergency work or work that must, in Landlord's judgment, be performed on an urgent basis) by Landlord shall be performed in a reasonable manner at reasonable times, subject to the limitations contained herein.
- (E) Following notice from either Party of intention to terminate or not renew this Lease, or failure of Tenant to exercise its option to renew this Lease, Landlord may commence efforts to market the Premises which may include placing a "For Rent" sign on or near the Premises. All of said signs shall be placed upon such part of the Premises as Landlord may elect, and may contain such information as Landlord shall require. Landlord or Landlord's representative may use lock boxes, and take pictures and video of the Premises. Prospective purchasers or tenants may inspect the Premises at such times as the parties may agree, so long as they are accompanied by Landlord or Landlord's representative.

18. INDEMNIFICATION

- (A) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Tenant shall indemnify Landlord, its partners, directors, officers, agents and employees from and against any and all losses, whether or not based on negligence, costs (including reasonable attorneys' fees), claims, damages, liabilities, suits, actions and causes of action, whether legal or equitable, sustained or arising by reason of Tenant's default in any of its obligations under this Lease, or of the fault or neglect of Tenant or of the failure of Tenant or any of its officers, agents, employees or invitees, to fulfill any duty toward the public or to Landlord under this Lease, or to any person or persons whomever, that Tenant, by reason of its occupancy or use of the Premises may owe.
- (B) Beginning on the Commencement Date and continuing throughout Tenant's possession of the Premises, Landlord shall indemnify, defend and hold Tenant harmless from and against any and all third-party claims, suits and causes of action, whether legal or equitable, and costs (including reasonable attorneys' fees) sustained or arising by reason of the intentional or grossly negligent acts or omissions of Landlord, its employees, agents, licensees or contractors.
- (C) This Paragraph shall survive the expiration or earlier termination of this Lease with respect to any occurrence that occurs prior to the expiration or such earlier termination of the Term or exercised Renewal Term.

19. INSURANCE

- (A) Tenant, at Tenant's expense, shall obtain comprehensive general liability insurance coverage against any and all claims for injuries to persons or property occurring on the Premises by reason of Tenant's use, occupancy or operation in and on the Premises. No later than the Signing Date, Tenant will provide Landlord with written documentation of said insurance coverage showing that the Premises will be insured as of the Commencement Date set forth in Paragraph 3(A). Tenant shall maintain insurance coverage throughout the Term of this Lease, and any Renewal Term(s).
- (B) Such insurance shall include Landlord as an additional insured and shall require at least _____ days (30 if not specified) advance written notice of cancellation or nonrenewal be given to Landlord. Such insurance shall, at all times, provide coverage in an amount not less than \$ _____ (\$1,000,000.00 if not specified) in the aggregate. The policy or policies of Tenant's liability insurance shall provide that a covered loss will be paid notwithstanding any act or negligence of Landlord or Tenant, and for payment of claims on an occurrence basis.
- (C) Tenant agrees to keep its property located on the Premises insured, including all floor and wall coverings, and Tenant's trade fixtures, equipment and other personal property from time-to-time situated on the Premises. The amount of coverage shall be such as determined by Tenant to adequately compensate Tenant for its loss, and if the proceeds of such insurance are not used for repair

Tenant Initials: _____ / _____

CL Page 6 of 13

Landlord Initials: _____ / _____

or replacement of the property so insured, or if this Lease is terminated following a casualty, the proceeds applicable to the leasehold improvements shall be paid to Landlord and the proceeds applicable to Tenant's personal property shall be paid to Tenant.

- (D) Landlord will notify Tenant of any recommendations made by Landlord's insurance carrier, as well as any codes or standards recommended by the National Fire Protection Association ("NFPA") which, in Landlord's sole but reasonable opinion, are relevant to the terms of the lease, and Tenant shall comply with any and all such reasonable recommendations. Landlord acknowledges that no NFPA codes or standards are currently recommended and Landlord is not aware of any imminent recommendations, unless set forth here: _____

- (E) Tenant will comply with all reasonable recommendations made by Landlord's insurance carrier, Tenant's insurance carrier, or with NFPA codes or standards that have been reasonably recommended. Tenant will not do, nor permit anything to be done, or neglect to do anything, or prevent anything to be brought onto the Premises that will (i) cause an increase in the premium that may be charged during the Term of this Lease on any fire or extended coverage insurance carried on the structure, or (ii) cause any increase in the premiums that may be charged during the Term of this Lease on any fire and/or extended coverage insurance carried on the structure and exterior of the property. If, by any reason of any act or omission of Tenant, the fire and extended coverage insurance premiums are increased, Tenant shall pay, as Additional Rent hereunder, the amount by which the premiums are increased. Landlord will notify Tenant of any NFPA codes or standards that are recommended, and of any notices it received concerning changes in rates.

20. DESTRUCTION OR DAMAGE

- (A) If, during the Term of this Lease or any extension thereto, the Premises is damaged by fire or any other casualty, including, without limitation, natural disaster, and not occurring through the intentional or negligent acts or omissions of Tenant or those claiming under Tenant, or their employees respectively, Tenant shall promptly notify Landlord and Landlord shall repair the damaged portions of the Premises, including any improvements or alterations made by Landlord (but not any of Tenant's property therein or improvements or alterations made by Tenant). If, however, in Landlord's reasonable judgment, the damage would require more than _____ days (120 if not specified) of work to repair, or if the insurance proceeds (excluding rent insurance) that Landlord anticipates receiving must be applied to repay any mortgages encumbering the improvements, or are otherwise inadequate to pay the costs of such repair, Landlord shall have the right to terminate this Lease by so notifying Tenant. Such notice shall specify a termination date not less than _____ days (30 if not specified) after its receipt by Tenant.
- (B) If the damage to the Premises is only partial and such that the Premises can be restored to its former condition within a reasonable time, Landlord may enter and repair, and this Lease shall not be affected, except that Base Rent shall be apportioned and suspended while such repairs are being made. If the Premises is so slightly damaged by fire or other casualty as mentioned above so as not to render the Premises unfit for occupancy, Landlord agrees the same shall be promptly repaired.
- (C) Landlord shall not be liable for any damage, compensation or claim by reason of inconvenience or annoyance from the necessity of repairing any portion of the Premises, or improvements thereon, the interruption and the use of the Premises, or the termination of this Lease by reason of the destruction of the Premises.

21. FORCE MAJEURE

If either Party should be delayed or hindered, or prevented from performing any of the acts required in this Lease by reason of war, fire or other casualty, acts of terrorism, natural or environmental disasters, strike, walk-out, labor trouble, shortage of materials or equipment, or the inability to procure the same, failure of power, restrictive government laws or regulations, riot, insurrection, declaration of martial law, or other causes beyond the reasonable control of the party delayed, the performance of such act shall be excused for the period of such delay. **This Paragraph shall not excuse Tenant, after the Commencement Date, from a timely payment of Rent or any other amounts required under this Lease.**

22. CONDEMNATION/EMINENT DOMAIN

- (A) In an instance of total condemnation, where all of the property is taken through an exercise of the power of eminent domain, this Lease shall terminate on the date when possession of the property was acquired by the condemning authority. The right to terminate this Lease under this Paragraph may be exercised by either party so notifying the other party in writing not later than _____ days (30 if not specified) prior to such date.
- (B) In an instance of partial condemnation, Landlord shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where only part of the Premises is taken and:
1. The condemnation award is insufficient to restore the remaining portion of the Premises, or if such award must be applied to repay any mortgages encumbering improvements on the property, OR
 2. In addition to a portion of the Premises, a portion of the improvements or land is taken and Landlord deems it commercially unreasonable to continue leasing all or a portion of the remaining space and the improvements.
- (C) In an instance of partial condemnation, Tenant shall have the right to terminate this Lease on the date when the condemned portion of the Premises is to be delivered to the condemning authority and neither party shall have any further responsibility or liability under this Lease or to the other where a substantial portion of the Premises is so taken and it is commercially impossible for Tenant to continue its business with in the Premises.

Tenant Initials: _____ / _____

CL Page 7 of 13

Landlord Initials: _____ / _____

- (D) If this Lease is not terminated after a partial condemnation, then after the date when the condemned portion of the Premises is delivered to the condemning authority, the Rent shall be reduced in the proportion that the condemned area bears to the entire area of the Premises.
- (E) Tenant shall have the right to claim against the condemning authority only for removal and moving expenses and business relocation damages that may be separately payable to Tenant in general under Pennsylvania law, provided such payment does not reduce the award otherwise payable to Landlord. Subject to the foregoing, Tenant hereby waives all claims against Landlord with respect to a condemnation, and hereby assigns to Landlord all claims against the condemning authority including, without limitation, all claims for leasehold damages and diminution in value of Tenant's leasehold estate.

23. SUBORDINATION, NON-DISTURBANCE AND ATTORNTMENT; ESTOPPEL CERTIFICATES

- (A) This Lease shall be subject and subordinate at all times to the lien of any mortgages and other encumbrances now or hereafter placed upon the Premises or property. Tenant shall execute and deliver to Landlord upon demand an instrument acceptable to Landlord subordinating this Lease to the lien of any present or future mortgage or encumbrance as may be requested by any mortgagee of the property. At the request of any holder of any such mortgage, or the purchase of such mortgage at any foreclosure sale, or at any sale under a power of sale contained in such mortgage, Tenant shall attorn to and recognize such mortgagee or purchaser as Landlord under this Lease for the balance of the Term, including any renewal or extensions hereof subject to all the terms of this Lease. Provided that Tenant is not in default of this Lease, its tenancy shall not be disturbed by Landlord, but shall continue in full force and effect. Landlord agrees to use reasonable efforts, but shall not be obligated to obtain from any future mortgagee a non-disturbance agreement for the benefit of Tenant on a form customarily issued by such mortgagee
- (B) Tenant shall, from time-to-time, execute and deliver within _____ days (5 if not specified) following receipt of a request from Landlord or Landlord's mortgagee, grantee or lessor, a recordable instrument evidencing such subordination and Tenant's agreement to attorn to the holder of such prior right. Notwithstanding the foregoing, any mortgagee may, at any time, subordinate its mortgage to this Lease, without Tenant's consent, but with notice in writing to Tenant, whereupon this Lease shall be deemed prior to such mortgage without regard to their respective dates. The term "mortgage" includes mortgages, deeds of trust, or similar instruments, and all modifications, consolidations, extensions, renewals or replacements hereof, or substitutes therefor.
- (C) On or before the date Tenant first takes possession of the Premises, Tenant agrees to execute and cause all guarantors to execute, a tenant acceptance certificate and an estoppel letter in such form as Landlord may reasonably request.

24. DEFAULT

- (A) Any of the following events shall constitute a default under this Lease by Tenant:
1. Failure by Tenant to pay, when due, any Rent or any other sum payable by Tenant under this Lease within 15 days (10 if not specified) after written notice by Landlord to Tenant that such sum is past due.
 2. Tenant vacates the Premises before the proper termination of this Lease, including any Renewal Term.
 3. Tenant fails to observe or perform any of Tenant's other obligations as set forth in this Lease.
 4. Tenant commits an act of bankruptcy or files a petition, or commences any proceedings under any bankruptcy or insolvency law.
 5. A petition is filed or a proceeding is commenced against Tenant under any bankruptcy or insolvency law, and is not dismissed within sixty (60) days.
 6. Tenant is adjudicated bankrupt.
 7. A receiver or other official is appointed for Tenant, or for a substantial part of Tenant's assets, or for Tenant's interest in this Lease.
 8. Any attachment or execution is filed or levied against a substantial part of Tenant's assets or Tenant's interest in this Lease, or any of Tenant's property on the Premises that is not insured.
- (B) If Landlord fails to observe or perform any of Landlord's obligations as set forth in this Lease and Tenant has given Landlord not less than _____ days (30 if not specified) written notice of the default, or if the default is of a character so that more than _____ days (30 if not specified) to cure are required and Landlord fails to use its best efforts to cure the default after receiving notice from Tenant, then after such _____ days (30 if not specified) notice, Tenant shall have the right, but not the obligation, to cure the default on behalf of Landlord, at the expense of Landlord, and may seek reimbursement from Landlord by means of any available legal process.

25. NOTICE OF DEFAULT

- (A) Notwithstanding anything to the contrary in this Lease, and except in connection with the provisions of Paragraph 24(A) (2), (4), (5), (6), (7), or (8) for which no notice or cure period shall be given or permitted, if Tenant has failed or refused to perform, or has violated any of the non-monetary terms, covenants, conditions or agreements contained in this Lease, Landlord shall so notify Tenant in writing.
- (B) Upon receiving such Notice of Default, Tenant shall correct the matter(s) complained of within _____ days (30 if not specified) after receipt of written notice, or if more than such _____ days (30 if not specified) are required to correct with reasonable diligence the matter(s) complained of in such notice, Tenant shall begin to correct them within such _____ days (30 if not specified) and pursue such corrective action with reasonable diligence thereafter, providing Landlord with timely written confirmation thereof. Tenant shall diligently follow through with such correction(s) to conclusion.

Tenant Initials: _____ / _____

CL Page 8 of 13

Landlord Initials: _____ / _____

- (C) In the event the default is a failure to pay Rent or other monetary obligations contained in this Lease, Landlord shall provide written notice within _____ business days (5 if not specified) of a right to cure, and Tenant's right to cure shall exist no more than _____ times (2 if not specified) in any _____ - month (12 if not specified) period, and such payment shall include the Late Charge(s).

26. WAIVER OF NOTICE

Tenant hereby waives all rights to legal notice, whether provided by statute or common law, and agrees that prior written notice delivered as provided herein with respect to proceedings to recover possession in the event of default, at any time shall be sufficient.

27. RIGHT TO CURE

If Tenant shall default in performing any of its obligations under this Lease, Landlord may (but shall not be obligated), in addition to Landlord's other rights and remedies, and without waiver of such default, cure such default on behalf of Tenant, thereby entering and possessing the Premises if deemed necessary by Landlord, provided that Landlord shall have first given Tenant notice of such default and Tenant shall have failed within _____ days (30 if not specified) following receipt of said notice to cure or diligently pursue the cure of said default (which notice and opportunity to cure shall not be required in case of actual emergency). Tenant, upon demand of Landlord, shall reimburse Landlord for all actual costs (including reasonable attorneys' fees) incurred by Landlord with respect to such default and, if Landlord so elects, Landlord's efforts to cure the same.

28. ALTERNATIVE DISPUTE RESOLUTION

- (A) Landlord and Tenant agree to cooperate by supporting and fully participating in all efforts to resolve disputes, complaints, claims and other problems that arise or are related to this Lease through mediation and, if not successfully resolved, then through binding arbitration in accordance with the principles of the Uniform Arbitration Act, 42 Pa. C.S.A. §7301, et seq., and other related laws of the Commonwealth of Pennsylvania. The parties make the foregoing commitment with full knowledge that by agreeing to submit disputes to binding arbitration, the parties are agreeing not to resort to the courts or the judicial system, and are waiving their rights to do so.
- (B) When submitting a dispute to a mediator, the parties shall agree upon one mediator from a list of mediators available through the local court or local Federal district court or through such other agency as the parties may mutually agree. The parties agree to share all expenses of mediation equally.
- (C) Should the parties not be able to resolve their dispute through mediation, each party will voluntarily submit to binding arbitration and shall appoint their own arbitrator. These arbitrators shall select a mutual third arbitrator, thus forming an "Arbitration Panel" that will then proceed to schedule the matter for disposition. In the event that the individual arbitrators are unable to agree on a neutral arbitrator, either party shall have the right to petition the local Court of Common Pleas to appoint a neutral arbitrator. In order to initiate the binding arbitration process, either party will submit a written request for arbitration to the other party, within a reasonable time following the unsuccessful mediation of their dispute. If the parties are unable to agree upon a location for arbitration, then the arbitration will be held at the local courthouse.

29. LANDLORD'S REMEDIES

- (A) **CONFESSION OF JUDGMENT/EJECTMENT** - IN THE EVENT THAT, AND WHEN THIS LEASE SHALL BE DETERMINED BY TERM, COVENANT, LIMITATION OR CONDITION BROKEN AS AFORESAID, DURING THE LEASE TERM, AND ALSO WHEN AND AS SOON AS THE LEASE TERM HEREBY CREATED SHALL HAVE EXPIRED, IT SHALL BE LAWFUL FOR ANY ATTORNEY, AS ATTORNEY FOR LANDLORD, TO CONFESS JUDGMENT AND EJECTMENT IN ANY COMPETENT COURT AGAINST TENANT AND ALL PERSONS CLAIMING UNDER TENANT FOR THE RECOVERY BY LANDLORD OF POSSESSION OF THE PREMISES, WITHOUT ANY LIABILITY ON THE PART OF THE SAID ATTORNEY, FOR WHICH THIS LEASE SHALL BE A SUFFICIENT WARRANT. WHEREUPON, IF LANDLORD SO DESIRES, A WRIT OF POSSESSION WITH CLAUSES FOR COSTS MAY ISSUE FORTHWITH, WITH OR WITHOUT ANY PRIOR WRIT OR PROCEEDING WHATSOEVER. IF FOR ANY REASON AFTER SUCH ACTION HAS BEEN COMMENCED, THE SAME SHALL BE DETERMINED AND THE POSSESSION OF THE PREMISES REMAINS IN OR RESTORES TO TENANT, LANDLORD SHALL HAVE THE RIGHT IN THE EVENT OF ANY SUBSEQUENT DEFAULTS TO CONFESS JUDGMENT IN EJECTMENT AGAINST TENANT IN THE MANNER AND FORM HEREIN AND BEFORE SET FORTH, TO RECOVER POSSESSION OF THE PREMISES FOR SUCH SUBSEQUENT DEFAULT. NO SUCH DETERMINATION OF THIS LEASE NOR RECOVERING POSSESSION OF THE PREMISES SHALL DEPRIVE LANDLORD OF ANY REMEDIES OR ACTION AGAINST TENANT FOR RENT OR FOR DAMAGES DUE OR TO BECOME DUE FOR THE BREACH OF ANY CONDITION OR COVENANT; NOR THE RESORTS TO ANY WAIVER OF THE RIGHT TO INSIST UPON THE FORFEITURE, AND TO OBTAIN POSSESSION IN THE MANNER PROVIDED HEREIN.
- (B) **AFFIDAVIT REQUIRED** - IN ANY ACTION IN EJECTMENT, LANDLORD SHALL FIRST CAUSE TO BE FILED IN SUCH ACTION AN AFFIDAVIT MADE BY IT OR SOMEONE ACTING FOR IT, SETTING FORTH THE FACTS NECESSARY TO AUTHORIZE THE ENTRY OF JUDGMENT OF WHICH FACTS SUCH AFFIDAVIT SHALL BE CONCLUSIVE EVIDENCE; AND IF A TRUE COPY OF THIS LEASE IS FILED IN SUCH ACTION, IT SHALL NOT BE NECESSARY TO FILE THE ORIGINAL AS A WARRANT OF ATTORNEY, ANY RULE OF COURT, CUSTOM OR PRACTICE TO THE CONTRARY NOTWITHSTANDING.
- (C) Tenant releases Landlord and to any and all who appear for Landlord, from all procedural errors in said proceedings. Except as set forth above, Tenant expressly waives the benefits of laws, now or hereinafter enforced, exempting any goods on the Premises, or elsewhere from distraint, levy, or sale in any legal proceeding taken by Landlord to enforce any rights under this Lease.

Tenant Initials: _____ / _____

CL Page 9 of 13

Landlord Initials: _____ / _____

- (D) No act or forbearance by Landlord shall be deemed a waiver or election of any right or remedy by Landlord with respect to Tenant's obligations hereunder, unless and to the extent that Landlord shall execute and deliver to Tenant a written instrument to such effect, and any such written waiver by Landlord shall not constitute a waiver or relinquishment for the future of any obligation of Tenant. Landlord's acceptance of any payment from Tenant (regardless of any endorsement on any check or writing accompanying such payment) may be applied by Landlord to Tenant's obligations then due hereunder in any priority as Landlord may elect, and such acceptance by Landlord shall not operate as an accord and satisfaction, or constitute a waiver of any right or remedy of Landlord with respect to Tenant's obligations hereunder. All remedies provided to Landlord herein shall be cumulative.

30. PAYMENT OF TENANT'S OBLIGATIONS BY LANDLORD

All terms, covenants, agreements and conditions to be performed by Tenant under this Lease shall be performed by Tenant at Tenant's sole cost and expense. If Tenant fails to pay any sum of money, other than Rent, required to be paid by Tenant under this Lease, or if Tenant shall fail to perform any other act that it is obligated to perform under this Lease, and if such failure(s) shall continue beyond any grace period or cure period as set forth in this Lease, Landlord may, without waiving or releasing Tenant from any of Tenant's obligations, make such payment or perform such task or other act on Tenant's behalf. All sums paid or incurred by Landlord and all incidental costs thereto (including reasonable attorneys' fees) shall be Tenant's sole cost and responsibility, and shall be deemed Additional Rent.

31. ABANDONMENT

- (A) In the event of termination of this Lease in any manner whatsoever, Tenant shall immediately remove Tenant's goods and effects, and those of any other person claiming under Tenant or subtenancies assigned to it, and quit and deliver the Premises to Landlord peacefully and quietly.
- (B) Goods and effects not removed by Tenant after termination of this Lease, or within _____ hours (72 if not specified) after a termination by reason of Tenant's default, shall be considered abandoned.
- (C) Landlord shall give Tenant notice of right to reclaim abandoned property pursuant to applicable local law, and thereafter dispose of the same as it deems expedient, including in storage and public warehouse or elsewhere at the cost and for the account of Tenant. Tenant shall promptly upon demand reimburse Landlord for any expense incurred by Landlord in connection with storing or disposing of Tenant's goods and effects, which obligation shall survive the termination or expiration of this Lease.

32. HOLDING OVER

- (A) This Lease shall expire absolutely and without notice on the last day of the Term or any renewal thereof. If Tenant, with the prior written consent of Landlord, retains possession of the Premises or any part thereof after the termination of this Lease by expiration of the Term or otherwise, a month-to-month tenancy shall be deemed to exist. Tenant shall continue to pay all Rent, plus ordinary maintenance, taxes, insurance and all other charges due under this Lease. Such holdover tenancy may be terminated by Landlord or Tenant upon _____ days (30 if not specified) written notice by either party to the other party.
- (B) If such holding over exists without Landlord's prior written consent, Tenant shall pay Landlord, as partial compensation for such unlawful retention, an amount calculated on a per diem basis for each day of such continued unlawful retention equal to _____ % (150 if not specified) of the Rent for the time Tenant remains in possession. Such payments for unlawful retention shall not limit any rights or remedies of Landlord resulting by reason of the wrongful holding over by Tenant, nor shall such unlawful retention create any right of Tenant to continue in possession of the Premises. All other terms and provisions of this Lease then in effect shall remain in effect.

33. PRESERVATION OF LANDLORD'S ENFORCEMENT RIGHTS

Landlord's acceptance of Rent or any amount due and owing, or failure to enforce any right under this Lease shall not waive any other rights that Landlord may have hereunder. Any attempt to collect Rent and/or other amounts due and owing by one proceeding shall not waive Landlord's right to collect the same by any other proceeding.

34. RECORDING

Neither this Lease, nor any assignment of this Lease, shall be recorded by Tenant.

35. TENANT'S JOINT AND SEVERAL LIABILITY

If two or more individuals, corporations, partnerships, or other business associations, or any combination of two or more, shall sign this Lease as Tenant(s), the liability of each such individual, corporation, partnership or other business association to pay Base Rent, pay Additional Rent, and to perform all other obligations hereunder to be performed by Tenant shall be deemed to be joint and several. If Tenant named in this Lease shall be a partnership or other business association, the members of which are, by virtue of statute or general law, subject to personal liability, the liability of each such member shall be joint and several.

36. TRANSFER OF LANDLORD'S INTEREST; LIMITATION TO LIABILITY

- (A) Notwithstanding any provision of this Lease to the contrary, in the event of the sale or other transfer of Landlord's interest in the property, Landlord shall immediately notify Tenant in writing at the address set forth in Paragraph 50. Upon the successful completion of the sale or other transfer of Landlord's interest in the property, Landlord shall be released and discharged from all covenants, agreements and obligations of Landlord, whether previously accrued or thereafter accruing.
- (B) Liability of Landlord under this Lease shall be limited to its interest in Landlord's property, and any judgment against Landlord shall be satisfied solely out of the proceeds of the sale of its interest in the property, and any judgment so rendered shall not give rise to any right of execution or levy against any of Landlord's other assets.
- (C) Landlord shall have no personal liability to any successor in interest with respect to any of the provisions of this Lease or any obli-

Tenant Initials: _____ / _____

CL Page 10 of 13

Landlord Initials: _____ / _____

gation arising from this Lease. Tenant shall look solely to the equity of the then-owner of the property for satisfaction of remedies by Tenant in the event of a breach by Landlord of any of its covenants, agreements or obligations hereunder.

(D) In no event shall Landlord be liable to Tenant for consequential or punitive damages for any reason whatsoever.

37. TIME IS OF THE ESSENCE

All times and dates identified for the performance of any obligations of this Lease are of the essence and are binding.

38. CHOICE OF LAW

This Lease shall be construed in accordance with and governed by the laws of the Commonwealth of Pennsylvania.

39. ATTORNEYS' FEES

If either party institutes legal proceedings against the other to enforce any provision of this Lease, or otherwise with respect to any dispute arising out of this Lease, in any legal proceeding that is final and unappealable, the losing party shall, within thirty (30) days after receipt of a detailed statement, reimburse the prevailing party for their reasonable attorneys' fees and legal costs incurred.

40. CONSTRUCTION

(A) In construing this Lease, the terms "Lease," "agreement" and "Agreement" shall be synonymous; the term "Lease" shall also include all exhibits, addenda and riders hereto. The singular shall be deemed to include the plural, and the plural the singular. All references to any specific party shall be gender neutral, and shall include their respective personal representatives, successors and permitted assigns.

(B) Where the provisions of this Lease refer to the duties and/or responsibilities of Tenant, the term "Tenant" shall be construed, wherever reasonable, to include Tenant's agents, employees, officers and assigns.

41. HEADINGS

The section and paragraph headings in this Lease are for convenience only and are not intended to indicate all of the matter in the sections that follow them. They shall have no effect whatsoever in determining the rights, obligations or intent of the parties.

42. SUCCESSORS AND ASSIGNS

Subject to the restrictions on transfer, assignment and subletting, the terms, conditions and covenants of this Lease shall be binding upon and shall inure to the benefit of each of the parties, their heirs, personal representatives, successors and/or permitted assigns. When more than one party shall be Tenant under this Lease, or "Tenant" wherever used in this Lease shall be deemed to include all Tenants, jointly and severally.

43. BROKERS

~~It is expressly understood and agreed between the parties hereto that the herein named Broker(s), their licensees, employees and any officer or partner are acting only as agent for the party that hired them, and no other, and will in no case whatsoever be held liable, either jointly or severally, to either party for the performance of any term, covenant or condition of this Lease, or for any damages that arise from the breach, default or non-performance thereof.~~

44. LEASE INTERPRETATION; PRIOR REPRESENTATION

(A) The parties acknowledge that each has been represented by legal counsel in negotiating this Lease, or has had the opportunity to be so represented, and that each intends that the provisions of this Lease not be interpreted or construed against either party due to the fact that such party may have been responsible for the drafting of this Lease. The parties acknowledge that in the course of negotiating this Lease, their representatives gradually reached agreement on the terms set forth in this Lease.

(B) The parties acknowledge that none of the prior oral and written agreements between them, and none of the representations on which either of them has relied relating to the subject matter of this Lease, shall have any force or effect whatsoever, except as and to the extent that such agreements and representations have been incorporated into this Lease.

45. SEVERABILITY

If any term or provision of this Lease or the application of any term or provision of this Lease to any person or circumstance is finally judged to be invalid or unenforceable, the remainder of this Lease shall not be affected (including any attempted application of the invalid or unenforceable term or provision to the other person or circumstance). Landlord and Tenant hereby acknowledge and agree that they would have agreed upon each term and provision contained in this Lease irrespective of the fact that one or more term or provision was contrary to the law, or during the Term or Renewal Term or extension thereof are found to be contrary to the law.

46. RIGHTS CUMULATIVE

Unless expressly provided to the contrary in this Lease, each and every one of the rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other such right, remedy or benefit allowed at law or inequity.

47. EXECUTION AND COUNTERPARTS

This Lease may be executed in one or more counterparts, each of which shall be deemed to be an original, and all such counterparts together shall constitute one-in-the-same Lease of the parties. To facilitate execution of this Lease, the parties may initially execute and exchange by telephone, facsimile or email counterparts of the signature pages to be promptly supplemented by exchange of hardcopies.

48. ENTIRE AGREEMENT

This Lease and any attached exhibits and addenda constitute the entire agreement between Landlord and Tenant with respect to Landlord's Premises, and there are no promises, agreements, conditions or understandings, whether oral, written or digital, between them other than as are herein set forth. Neither this Lease nor any of its provisions may be altered, amended, changed, waived, discharged or terminated orally, but only by an instrument in writing signed by the parties.

49. AUTHORITY

(A) The person(s) executing this Lease on behalf of Landlord do/does hereby represent and warrant that Landlord is a duly authorized

Tenant Initials: _____ / _____

CL Page 11 of 13

Landlord Initials: _____ / _____

and validly existing _____ (nature of entity) under the laws of _____ (state), that
Landlord is authorized to do business in the Commonwealth of Pennsylvania, that Landlord has full rights, power and authority to
enter into this Lease, and that each person signing on behalf of Landlord is authorized to do so.
(B) The person(s) executing this Lease on behalf of Tenant do/does hereby represent and warrant that Tenant is a duly authorized and
validly existing _____ (nature of entity) under the laws of _____ (state), that
Tenant is authorized to do business in the Commonwealth of Pennsylvania, that Tenant has full rights, power and authority to enter
into this Lease, and that each person signing on behalf of Tenant is authorized to do so.

50. NOTICES

- (A) Notices shall be in writing and shall be deemed properly served three (3) business days after depositing in the United States postal
service, as registered or certified mail, return receipt requested, postage prepaid, or upon receipt when sent by overnight express
carrier with a request that the addressee sign a receipt evidencing delivery, and addressed as follows, or to any other address fur-
nished in writing by any of the foregoing:

TO TENANT:

125 North Main Street, North Wales, PA 19454

TO LANDLORD:

300 School Street, North Wales, PA 19454

- (B) Any change of address furnished by either party shall comply with the notice requirements of this Paragraph, and shall include a
complete outline of the current notice of addresses to be used for all parties, including electronic mail addresses.

51. SPECIAL CLAUSES

- (A) **The following are part of this Lease if checked:**

☐ Change of Lease Terms Addendum (PAR Form CLT)

☐ Floorplan of Premises

☐

☐

- (B) **Additional Terms:**

1. Tenant may have access to and use of the rest rooms in the common area by the current education wing.

2. Base rent includes utilities, electricity for daily operations, lighting, heating and cooling.

**3. Lease may be terminated by Landlord or Tenant for due course on May 30, 2026, providing sixty (60) days notice in writing
and reasons for early termination stated or if inaccessibility to internet services significantly hinders the Tenant's ability to
conduct reasonable business operations. "Significantly hinders" is defined as instances where the lack of internet service is a
direct result of the building's infrastructure and interferes with the normal business operations for an extended period.**

4. Tenant will have access to nonprofit "flexspace" for meetings upon advance notice and availability.

5. Landlord will install new window treatments by April 1, 2025, to allow for natural light.

6. Landlord will install bike parking by April 1, 2025.

Tenant Initials: _____ / _____

CL Page 12 of 13

Landlord Initials: _____ / _____

656 NOTICE BEFORE SIGNING: If Tenant or Landlord has legal questions, Tenant or Landlord is advised to consult an attorney.
657 Landlord and Tenant have negotiated the terms and conditions of this Lease, including any and all addenda hereto, and have ini-
658 tialled any and all changes made, and identify this Date _____ as the "Signing Date" of this Lease.

659 TENANT/AUTHORIZED SIGNER _____ DATE _____

660 Title _____

661 TENANT/AUTHORIZED SIGNER _____ DATE _____

Greater North Penn Area Transportation Management Association

662 Title _____

663 TENANT/AUTHORIZED SIGNER _____ DATE _____

664 Title _____

665 TENANT/AUTHORIZED SIGNER _____ DATE _____

666 Title _____

667 CO-SIGNER _____ DATE _____

668 Title _____

669 CO-SIGNER _____ DATE _____

670 Title _____

671 LANDLORD/AUTHORIZED SIGNER _____ DATE _____

North Wales Borough

672 Title _____

673 LANDLORD/AUTHORIZED SIGNER _____ DATE _____

674 Title _____

675 LANDLORD TRANSFERS LEASE TO A NEW LANDLORD

676 As part of payment received by Landlord, _____ (current Landlord) now transfers to
677 _____ (new landlord) his heirs and estate, this Lease and the right to receive the Rents and
678 other benefits.

679 CURRENT LANDLORD _____ DATE _____

680 Title _____

681 CURRENT LANDLORD _____ DATE _____

682 Title _____

683 NEW LANDLORD _____ DATE _____

684 Title _____

685 NEW LANDLORD _____ DATE _____

686 Title _____

Contract Proposal for Exclusive Catering and Event Planning Agreement

This **Agreement** for the Exclusive Catering and Event Planning (the "Agreement") is entered into as of this Day of 2024, by and between:

1. **North Wales Arts and Cultural Center:** The Borough of North Wales owns and operates the North Wales Arts and Cultural Center, located at 125 N. Main Street, North Wales, PA 19454, herein referred to as the "**Center.**"
2. **Caterer and Event Planner:** AAC Event Catering, located at 2135 Bustard Rd. Suite #8, Lansdale, PA 19446, herein referred to as the "**Caterer.**"

Recitals:

- The Center operates as an Event Venue and wishes to engage the services of a professional caterer and event planner to provide catering, event planning, and management services for events held at the venue.
- The Caterer wishes to provide exclusive catering and event planning services to the Center, subject to the terms and conditions of this Agreement.

Agreement: In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

Section 1: Services

1.1 **Catering and Event Planning Services:** The Caterer agrees to provide exclusive catering and event planning services for events held at the Center. This includes menu planning, food preparation, presentation, event design, and coordination.

1.2 **Exclusivity:** The Caterer shall be the exclusive provider of catering and event planning services for the Center. No other catering or event planning service provider shall be permitted to use the Center during the term of this Agreement, except for the Borough of North Wales.

1.3 **Event Coordination:** The Caterer shall work closely with the Center's representative to ensure a seamless experience for event hosts and guests. The Caterer will handle all aspects of event planning and management, including logistics, timelines, vendor coordination, and client communication.

Section 2: Cleaning and Maintenance

2.1 **Cleaning:** The Caterer shall be responsible for cleaning all areas used during the event, including service areas and any other space impacted by the Caterer's services.

2.2 Trash Removal: The Caterer shall remove all trash and waste generated from catering services and dispose of it in the designated waste receptacles provided by the Center.

2.3 Equipment and Supplies: The Caterer shall bring and remove all necessary equipment and supplies for each event, excluding the furnishings provided by the Center. This includes, but is not limited to, serving trays, dishware, utensils, and linens.

Section 3: Cooking and Food Preparation

3.1 Off-Site Preparation: All food preparation and cooking must be completed off-site. The Caterer shall transport all prepared food to the Center and ensure it is maintained at appropriate temperatures during the event.

3.2 Compliance: The Caterer shall comply with all health and safety regulations and maintain any necessary licenses or permits for off-site cooking and food preparation.

Section 4: Reservation of Dates and Scheduling

4.1 Reservation of Dates: The Borough of North Wales reserves the right to reserve certain dates for its own use of the Center. The Borough shall notify the Caterer of any such reserved dates in a timely manner.

4.2 Communication of Scheduling: All events scheduled by the Caterer must be preapproved in writing or by email by the North Wales Borough Manager or Assistant Manager in advance of any event to ensure availability of the venue and to coordinate any potential conflicts with the Borough.

4.3 Communication of Availability: The Caterer shall communicate to the Borough of North Wales all dates in which it cannot provide services for any reason; holidays, booking conflicts, vacations, etc.

Section 5: Fees and Waivers

5.1 Rental Fee: The Caterer's client shall pay a rental fee for the use of the Center with each event. The fee amount shall be specified in a separate attachment to this Agreement or as otherwise agreed in writing.

5.2 Waiver of Fees: The Caterer may request a waiver of the rental fee from the Borough Council. Such requests must be made in writing and submitted a minimum of 30 days prior to the event.

Section 6: Furnishings Provided by the Center

6.1 Provision of Furnishings: The Center agrees to provide banquet tables and chairs, serving tables, and other furnishings necessary for the events held at the venue.

6.2 Furnishings Care: The Caterer shall be responsible for maintaining the provided furnishings in good condition during events and shall report any damages or issues to the Center.

Section 7: Chapel (Performing Arts Center) Rental

7.1 Separate Rental: The chapel (also known as the performing arts center) may be reserved in addition to the event space for a separate rental fee. The rental fee amount shall be specified in a separate attachment to this Agreement or as otherwise agreed in writing.

7.2 Use of Chapel: The chapel (performing arts center) is not part of this exclusive agreement and may be rented for non-catered events such as performances, recitals, or speakers. Catered events shall remain subject to this exclusive agreement.

Section 8: Insurance and Liability

8.1 Insurance: The Caterer shall maintain appropriate insurance coverage for its operations, including liability insurance of not less than One Million (\$1,000,000) Dollars. The Caterer shall provide proof of insurance to the Center upon request.

8.2 Liability: The Caterer agrees to indemnify and hold harmless the Center and North Wales Borough from any claims, damages, or losses arising from the Caterer's services.

Section 9: Term and Termination

9.1 Term: This Agreement shall commence on 1/1/2025 and continue until 12/31/2027 unless terminated earlier in accordance with this Agreement.

9.2 Termination: Either party may terminate this Agreement with 120 days written notice to the other party for any reason. Termination for cause may occur immediately in the event of a material breach of this Agreement.

9.3 Obligation to Complete Pre-Scheduled Events: In the event of termination, the Caterer agrees to fulfill all obligations for events for which rental fees have already been collected. The Caterer shall provide services as agreed for any such pre-scheduled events to ensure no disruption to the clients.

Section 10: General Provisions

10.1 Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Pennsylvania and the Venue shall be Montgomery County, Pa.

10.2 Amendments: This Agreement may only be amended in writing, signed by both parties.

10.3 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or representations.

10.4 Notices: All notices required or permitted under this Agreement shall be in writing and delivered to the addresses set forth above.

IN WITNESS WHEREOF, the parties have executed this Exclusive Catering and Event Planning Agreement as of the date first written above.

North Wales Arts and Cultural Center

By: _____

Name: _____

Title: _____

Date: _____

[Caterer Name]

By: _____

Name: _____

Title: _____

Date: _____

DRAFT



Certified Local Government Program

Master Grant Contracts

CLG Grant Program Master Grant Contracts

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

How do Master Grant Contracts work?

All CLGs are given a Master Grant Contract that, once executed, will be valid until December 31, 2029. The Master Contract is not for a specific project or dollar amount. Instead, the Master Contract sets up a system for the submission of projects, grants, or scholarships and their approval without the reviews and approvals that are required for an entire intergovernmental agreement between the Commonwealth and the CLG. It includes standard Commonwealth terms and conditions.

From time to time, the PA SHPO will accept applications for project grants, mini grants, and scholarships. Each funding round will have unique guidelines and application deadlines. If your community is awarded funds under any of these programs, the PA SHPO will issue a funding release form, workplan, and budget specific to that project and grant amount. Once this packet is reviewed and approved by PHMC Counsel and the Comptroller, the project can proceed. This system will allow your community to have multiple grants open at one time and will eliminate the need to execute new contracts each time. Each grant will have its own scope, budget, and timeline.

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

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

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

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

What happens when the Master Contracts expire?

The grant contracts will take effect January 1, 2025, and be valid through December 31, 2029. Prior to the end date, CLGs will receive a new Master Contract that will begin on January 1, 2030.

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

This Certified Local Government Master Agreement is between the Commonwealth of Pennsylvania, acting by and through the Pennsylvania Historical and Museum Commission, (hereinafter "Commission") and Borough of North Wales, (hereinafter "CLG").

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

The Borough of North Wales is a Certified Local Government ("CLG") pursuant to 54 U.S.C. § 302501 *et seq.*, effective as of January 13, 2004. The CLG's may submit applications to the Commission to carry out projects under the program.

The parties intending to be legally bound hereby, agree as follows:

I. Term.

- 1. Term.** The term of this agreement will commence on January 1, 2025 or the date of the last required Commonwealth signature, whichever is later, ("Effective Date") and will terminate on December 31, 2029 ("Termination Date"), unless terminated by the Commonwealth in accordance with Article V, Section 4 of this agreement. This agreement is not legally binding on the Commonwealth until all signatories, including those signing their approvals for form and legality, have signed this agreement and the Commonwealth provides a fully executed copy to the CLG.
- 2. Master Agreement.** This agreement serves as the Master Agreement for the Certified Local Grant program ("Program".) Once fully executed, the CLG may apply for Program funds in an open grant application cycle. Once the application and project are approved by the Commission, the Commission shall make appropriated funds available to the CLG upon issuance of a Funding Release. Such funds shall be used by the CLG to carry out the activities described in the CLG's application. Each approved application will be attached to and become part of this Master Agreement. All Funding Releases issued by the Commission will be attached to and become part of this Master Agreement. Examples of Funding Release forms are attached and incorporated at Exhibit A.

III. Responsibilities of the Parties.

1. Responsibilities of the Certified Local Government.

- a. **Grant Project.** A CLG may submit multiple grant project applications per year. These grant projects will become part of and referenced within each Funding Release Form.
- b. **Project Description.** The CLG shall use the grant award in accordance with each approved application's project description and budget.
- c. **Project Budget.** The CLG's receipt of the executed Funding Release authorizes the CLG to incur costs in accordance with the Funding Release and approved project.
- d. **Guidelines.** The CLG shall review and comply with all guidelines and regulations issued by the Commission and the National Park Service applicable to this Program, including but not limited to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*; the *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, 2 C.F.R. § 200 *et seq.*; and the Commission's current federal fiscal year grant application and instructions found at <https://www.phmc.pa.gov/Preservation/Grants-Funding>.
- e. **Matching Share.** The CLG will provide evidence in each grant application that it has secured a matching share as defined in the current federal fiscal year grant application and instructions.
- f. **Record Preservation and Audit.** The CLG shall maintain and preserve all records related to this Master Agreement. The CLG shall give the Commonwealth and any of its authorized representatives, including, but not limited to, the Commission, the Auditor General, the Inspector General, or federal auditors, full and free access to all of these records. The Commission reserves the right to perform audits, site visits and conduct progress reviews. The CLG shall preserve, maintain, and make available for inspection its records, including all receipts, obligations and disbursements related to any Funding Release approved under this Master Agreement, for a period of 5 years from the date of final payment under this agreement, and for period, required by applicable statute, by any other paragraph of this agreement, or by sub-paragraphs (a) or (b) below.
 - a. If this agreement is completely or partially terminated, the CLG shall preserve and make available to the Commission all records relating to

the work performed prior to termination for a period of 5 years from the date of any resulting final payment.

- b. For records related to any litigation or settlement of claims arising out of the CLG performance under this agreement or costs and expenses related to this agreement as to which exception has been taken by the auditors, the CLG must retain those records until the litigation, claim, or exception has resulted in a final decision or binding resolution by the relevant decision-maker or tribunal.

2. Responsibility of the Commission.

- A. **Commission Approval.** The Commission will approve or disapprove project applications at its discretion, and issue Funding Releases for approved projects. The Funding Release shall be approved and signed by the Executive Director, the Commission's Office of Chief Counsel, and Comptroller Operations certifying the availability of funds.
- B. **Reimbursement.** Subject to the availability of the federal grant funds, the Commission shall reimburse the CLG for project costs after the CLG submits invoices and source documentation. The Commission shall only reimburse those costs set forth in the Funding Release. The CLG must demonstrate full compliance with, and satisfactory progress toward, completion of the work as specified in the project description. After receiving satisfactory documentation of costs and expenditures, the Commission will make reimbursement pursuant to all laws, rules, and regulations including the CLG Guidelines and Instructions.

IV. Other Applicable Provisions

1. Assumption of Legal Responsibility. The CLG shall assume sole legal responsibility for any claims for damages asserted against the Commonwealth, the Commission, or any employees or agents, resulting from the negligence or intentional actions or omissions of the CLG. The CLG's responsibility includes, but is not limited to, the assertion of defenses on the part of the Commonwealth, the Commission, and their employees, and the costs of the assertion. The Commission shall provide the CLG with prompt notice of any claims brought to its attention and the CLG may control the defense or settlement of the claim. However, the Commonwealth reserves the right for itself, its instrumentality, the Commission, and their employees, to participate in the defense of any such claim through its Attorney General at its own expense.

2. **Home Rule.** If the CLG has a home rule charter promulgated under the laws of the Commonwealth, this agreement shall not be considered a waiver of any of the CLG's rights or defenses it may have under such charter.
3. **Federal Funding Accountability and Transparency Act Provisions.** The CLG shall maintain current registration in the federal System for Award Management (SAM) (SAM.gov), at all times during which the CLG has active Federal awards funded pursuant to this contract. SAM assigns a Unique Entity ID (UEID) to each entity registered in SAM. The CLG must provide its assigned UEID number to the Commission with its project application. The CLG agrees to provide additional information in conformance with the Federal Funding Accountability and Transparency Act if they become applicable.
4. **Termination.** The Commission reserves the right to terminate this agreement at any time by providing thirty (30) days written notice of termination to the CLG, for non-availability of funds; nonperformance; inadequate performance; or noncompliance with the project description, the terms and conditions of this agreement, or the terms and conditions contained in any other grant with the Commonwealth or the United States of America. The Commonwealth shall have the right to terminate the agreement for its convenience if the Commonwealth determines that termination is in the best interest of the Commonwealth. Upon termination of this agreement, the CLG shall be prohibited from incurring grant related expenses, spending or disbursing any remaining grant funds and shall immediately return all remaining unused grant funds to the Commission.
5. **No Grant Funds Will Be Used Against the Commonwealth.** No funding awarded to CLG under this Agreement shall be used in any action against the Commonwealth or the Commission.
6. **Ineligible Costs.** The CLG shall repay to the Commission the entire grant award amount if the CLG violates any terms and conditions of this agreement or any applicable laws or regulations, or if the Commission determines that costs claimed by the CLG are ineligible. Allowable costs are only those approved in the and in accordance with the grant award. All other costs are unallowable, unless approved in writing by the Commission
7. **Equipment.** The Commission reserves the right to make the final determination on the title to equipment or fixed assets purchased or fabricated with grant funds under this agreement.
8. **Amendments.** Amendments and modifications to this agreement must be accomplished through a formal written document signed by the parties with the same formality as the original agreement.
9. **Lobbying.** The CLG may not use the grant funds for lobbying activities.

10. Standard Terms and Conditions. The CLG agrees to be bound by the Commonwealth Standard Terms and Conditions in Exhibit B.

11. Proposal as a Public Record. The CLG's application and project proposal is part of the record of this transaction and will be available to the public.

12. Waiver. Any waiver of any terms and conditions of this agreement must be in writing and signed by the waiving party. The waiver of any of the terms and conditions of agreement may not be construed as a waiver of any subsequent breach of the same or any other terms or conditions of this agreement.

13. Assignment. The CLG may not assign any of its rights or obligations under this agreement without the prior written consent of the Commission. This agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

14. No Agency. The CLG is not an agent, employee or representative of the Commission or the Commonwealth, nor shall the CLG represent itself as such to third parties. Nothing in this Agreement may be construed so as to create a relationship of employer and employee, principal and agent, or joint venture among the Commonwealth, Commission and the CLG.

15. Third-Party Beneficiaries. Nothing in this Agreement is intended to grant any legally enforceable rights or provide any benefits to any third-party.

16. Survival. The terms and conditions of this Agreement that by their nature are reasonably intended by the parties to survive termination shall survive the expiration or termination of this Agreement.

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

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

19. Severability. If any provision of this agreement is determined to be void, invalid, unenforceable or illegal for any reason, it will be ineffective only to the extent that the validity and enforceability of all the remaining provisions is not affected.

20. Integration. This agreement, including all referenced documents, constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the CLG has the authority to make, or has made, any statement, agreement or representation, oral or written, in connection

with this agreement, that, in any way, can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, may be permitted to modify or contradict any of the terms and conditions of this agreement.

[SIGNATURE PAGE FOLLOWS.]

**Borough of North Wales
300 School Street
North Wales, PA 19454**

The parties, through their authorized representatives, have affixed their signatures below:

BY: _____ Date: _____
Signature

Print/Type Name

BY: _____ Date: _____
Signature

Pennsylvania Historical & Museum Commission

Andrea Bakewell Lowery

Print/Type Name

Approved as to Form and Legality:

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

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

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

BY: _____ Date: _____
Comptroller
Commonwealth of Pennsylvania

Exhibit A

Funding Release Form Example

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

Coding Information Totaling Current Funding Release Amount

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

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

BY: _____ Date: _____
Executive Director

Approved as to Form and Legality:

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

Approved as to appropriateness and availability of funds:

BY: _____ Date: _____
Comptroller
Commonwealth of Pennsylvania

Exhibit B
Commonwealth Standard Terms and Conditions
Grant Version (Revised - 10/1/2023 v2)

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. **Grantee 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 Grantee'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 agreement 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 agreement 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 Grantee 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 Grantee, and the Grantee 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 agreement.
- b. **Grantee Assistance.** If the Commonwealth needs the Grantee's assistance in any matter arising out of the RTKL related to this agreement, 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 agreement 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 agreement.
- 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 Grantee 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. **Grantor 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 agreement.

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.

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0121500 · POLICE PENSION CONTRIBUTIONS 01				
	08/13/2024	BOROUGH OF NORTH WALES POLICE PENSION	0121500 · POLICE PENSION CONTRIBUTIONS 01	1,947.15
Total 0121500 · POLICE PENSION CONTRIBUTIONS 01				1,947.15
0124810 · DEVELOPER ESCROW ACCOUNT				
515 E PROSPECT AVE				
	08/27/2024	BOWMAN CONSULTING GROUP	515 E PROSPECT AVE	995.00
Total 515 E PROSPECT AVE				995.00
Total 0124810 · DEVELOPER ESCROW ACCOUNT				995.00
0130160 · REAL ESTATE TAXES-INTERIM				
	08/13/2024	JON E HILLENBRAND	0130160 · REAL ESTATE TAXES-INTERIM	24.29
Total 0130160 · REAL ESTATE TAXES-INTERIM				24.29
0230160 · R/E TAXES-INTERIM 2301600				
	08/13/2024	JON E HILLENBRAND	0230160 · R/E TAXES-INTERIM 2301600	0.94
Total 0230160 · R/E TAXES-INTERIM 2301600				0.94
0330160 · R/E TAXES-INTERIM 33				
	08/13/2024	JON E HILLENBRAND	0330160 · R/E TAXES-INTERIM 33	1.24
Total 0330160 · R/E TAXES-INTERIM 33				1.24
1830160 · R/E TAXES-INTERIM 18				
	08/13/2024	JON E HILLENBRAND	1830160 · R/E TAXES-INTERIM 18	2.23
Total 1830160 · R/E TAXES-INTERIM 18				2.23
2330160 · R/E TAXES-INTERIM 23				
	08/13/2024	JON E HILLENBRAND	2330160 · R/E TAXES-INTERIM 23	3.52
Total 2330160 · R/E TAXES-INTERIM 23				3.52
4330160 · R/E TAXES-INTERIM 43				
	08/13/2024	JON E HILLENBRAND	4330160 · R/E TAXES-INTERIM 43	0.62
Total 4330160 · R/E TAXES-INTERIM 43				0.62
0140131 · PROFESSIONAL SERVICES				
	08/27/2024	COMMUNICATION CONNECTION, INC.	0140131 · PROFESSIONAL SERVICES	172.00
	08/27/2024	HULSTEIN NETWORK SOLUTIONS LLC	0140131 · PROFESSIONAL SERVICES	400.00
	08/27/2024	IPROMOTEU	0140131 · PROFESSIONAL SERVICES	458.44
Total 0140131 · PROFESSIONAL SERVICES				1,030.44
0140142 · DUES, SUBSCRIPTIONS				
	08/13/2024	CARDMEMBER SERVICE- REPORTER ONLIN	0140142 · DUES, SUBSCRIPTIONS	18.00
	08/27/2024	MCATO	0140142 · DUES, SUBSCRIPTIONS	75.00
Total 0140142 · DUES, SUBSCRIPTIONS				93.00
0140222 · OPERATING EXPENSE				
	08/13/2024	CARDMEMBER SERVICE- BEMO	0140222 · OPERATING EXPENSE	1,248.00
Total 0140222 · OPERATING EXPENSE				1,248.00

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0140237 · COMPUTER				
	08/13/2024	CARDMEMBER SERVICE-ADOBE	0140237 · COMPUTER	239.88
Total 0140237 · COMPUTER				239.88
0140431 · SOLICITOR				
	08/27/2024	RUBIN GLICKMAN STEINBERG & GIFFORD	0140431 · SOLICITOR	3,000.00
Total 0140431 · SOLICITOR				3,000.00
0140621 · OFFICE SUPPLIES				
	08/13/2024	CARDMEMBER SERVICE- NORTH WALES BEVEI	0140621 · OFFICE SUPPLIES	15.00
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0140621 · OFFICE SUPPLIES	104.92
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0140621 · OFFICE SUPPLIES	36.50
Total 0140621 · OFFICE SUPPLIES				156.42
0140632 · COMMUNICATIONS - PHONE 140				
	08/13/2024	VERIZON BUSINESS SERVICES S0325700	0140632 · COMMUNICATIONS - PHONE 140	63.74
Total 0140632 · COMMUNICATIONS - PHONE 140				63.74
0140636 · PRINTING				
	08/27/2024	ASSOCIATED IMAGING SOLUTIONS	0140636 · PRINTING	15.97
Total 0140636 · PRINTING				15.97
0140638 · EQUIPMENT RENTAL				
	08/27/2024	PITNEY BOWES GLOBAL FINANCE SERVICES LI	0140638 · EQUIPMENT RENTAL	170.85
Total 0140638 · EQUIPMENT RENTAL				170.85
0140831 · ENGINEER 1408313				
	08/27/2024	LAND STUDIES	0140831 · ENGINEER 1408313	1,853.75
	08/27/2024	BOWMAN CONSULTING GROUP	0140831 · ENGINEER 1408313	297.60
Total 0140831 · ENGINEER 1408313				2,151.35
0140923 · HEATING FUEL 1409230				
	08/13/2024	PECO 0494503000 BORO HALL	0140923 · HEATING FUEL 1409230	33.53
Total 0140923 · HEATING FUEL 1409230				33.53
0140935 · JANITORIAL				
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0140935 · JANITORIAL	55.92
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0140935 · JANITORIAL	15.91
Total 0140935 · JANITORIAL				71.83

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0140936 · ELECTRICITY 1409361				
	08/13/2024	PECO 0064701111 (EVENT ST POWER)	0140936 · ELECTRICITY 1409361	35.59
	08/13/2024	PECO 6704247000 BORO HALL	0140936 · ELECTRICITY 1409361	776.78
Total 0140936 · ELECTRICITY 1409361				812.37
0140937 · REPAIRS/MAINTENANCE SERVICES				
	08/27/2024	KEYSTONE FIRE PROTECTION CO.	0140937 · REPAIRS/MAINTENANCE SERVICES	588.00
	08/27/2024	METRO ELEVATOR CO.	0140937 · REPAIRS/MAINTENANCE SERVICES	106.61
Total 0140937 · REPAIRS/MAINTENANCE SERVICES				694.61
0140938 · LEASE				
	08/13/2024	VECTOR SECURITY	0140938 · LEASE	51.95
Total 0140938 · LEASE				51.95
0140945 · CONTRACTED SRVICES				
	08/13/2024	U. S. BANK EQUIPMENT FINANCE	0140945 · CONTRACTED SRVICES	231.67
Total 0140945 · CONTRACTED SRVICES				231.67
0141021 · OFFICE SUPPLIES, POLICE				
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0141021 · OFFICE SUPPLIES, POLICE	45.98
Total 0141021 · OFFICE SUPPLIES, POLICE				45.98
0141023 · COMMUNITY POLICING				
	08/13/2024	CARDMEMBER SERVICE- COSTCO	0141023 · COMMUNITY POLICING	113.94
Total 0141023 · COMMUNITY POLICING				113.94
0141024 · OPERATING EXP, POLICE				
	08/13/2024	CARDMEMBER SERVICE-FAZIO TAG SERV	0141024 · OPERATING EXP, POLICE	20.00
	08/13/2024	CARDMEMBER SERVICE- BEMO	0141024 · OPERATING EXP, POLICE	1,248.00
	08/27/2024	PA TURNPIKE	0141024 · OPERATING EXP, POLICE	9.70
	08/27/2024	NJ E-ZPASS	0141024 · OPERATING EXP, POLICE	4.55
Total 0141024 · OPERATING EXP, POLICE				1,282.25
0141026 · MINOR EQUIPMENT, POLICE				
	08/27/2024	EMEDCO	0141026 · MINOR EQUIPMENT, POLICE	64.45
Total 0141026 · MINOR EQUIPMENT, POLICE				64.45
0141028 · UNIFORMS, POLICE				
	08/27/2024	IPROMOTEU	0141028 · UNIFORMS, POLICE	143.94
Total 0141028 · UNIFORMS, POLICE				143.94
0141031 · PROFESSIONAL SERVICES, POLICE				
	08/27/2024	HULSTEIN NETWORK SOLUTIONS LLC	0141031 · PROFESSIONAL SERVICES, POLICE	100.00
Total 0141031 · PROFESSIONAL SERVICES, POLICE				100.00
0141032 · COMMUNICATIONS - PHONE/RADIO				
	08/13/2024	VERIZON BUSINESS SERVICES S0325700	0141032 · COMMUNICATIONS - PHONE/RADIO	113.32
	08/13/2024	VERIZON WIRELESS	0141032 · COMMUNICATIONS - PHONE/RADIO	162.61

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
Total 0141032 · COMMUNICATIONS - PHONE/RADIO				275.93
0141033 · GASOLINE, POLICE				
	08/13/2024	U. S. BANK VOYAGER FLEET SYSTEMS INC.	0141033 · GASOLINE, POLICE	946.03
Total 0141033 · GASOLINE, POLICE				946.03
0141034 · PRINTING, POLICE				
	08/13/2024	CARDMEMBER SERVICE- STAPLES	0141034 · PRINTING, POLICE	66.00
	08/27/2024	ASSOCIATED IMAGING SOLUTIONS	0141034 · PRINTING, POLICE	50.53
Total 0141034 · PRINTING, POLICE				116.53
0141037 · VEHICLE MAINT/REPAIRS				
	08/27/2024	ALLEY AUTOMOTIVE	0141037 · VEHICLE MAINT/REPAIRS	228.90
	08/27/2024	BERGEY'S	0141037 · VEHICLE MAINT/REPAIRS	185.90
Total 0141037 · VEHICLE MAINT/REPAIRS				414.80
0141045 · CONTRACTED SRVICS				
	08/27/2024	STRATEGIC INVESTIGATIVE RESOURCES LLC	0141045 · CONTRACTED SRVICS	400.00
	08/27/2024	DAVIDHEISER'S INC.	0141045 · CONTRACTED SRVICS	75.00
Total 0141045 · CONTRACTED SRVICS				475.00
0141046 · TRAINING, POLICE				
	08/13/2024	CARDMEMBER SERVICE-AXON	0141046 · TRAINING, POLICE	495.00
Total 0141046 · TRAINING, POLICE				495.00
0141313 · INSPECTION- CONTRACTED SERVICES				
	08/27/2024	KEYSTONE MUNICIPAL SERVICES, INC	0141313 · INSPECTION- CONTRACTED SERVICE	361.25
	08/27/2024	KEYSTONE MUNICIPAL SERVICES, INC	0141313 · INSPECTION- CONTRACTED SERVICE	1,387.50
	08/27/2024	KEYSTONE MUNICIPAL SERVICES, INC	0141313 · INSPECTION- CONTRACTED SERVICE	150.00
	08/27/2024	KEYSTONE MUNICIPAL SERVICES, INC	0141313 · INSPECTION- CONTRACTED SERVICE	225.00
Total 0141313 · INSPECTION- CONTRACTED SERVICES				2,123.75
0141339 · STATE PERMIT FEES				
	08/13/2024	CARDMEMBER SERVICE-UMIFORM CONSTRUC	0141339 · STATE PERMIT FEES	216.00
Total 0141339 · STATE PERMIT FEES				216.00
0141431 · PROFESSIONAL SERV. 1414310				
	08/27/2024	HAMBURG RUBIN MULLIN MAXWELL & LUPIN	0141431 · PROFESSIONAL SERV. 1414310	294.32
Total 0141431 · PROFESSIONAL SERV. 1414310				294.32

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0143020 · SUPPLIES 1430200				
	08/13/2024	U. S. BANK VOYAGER FLEET SYSTEMS INC.	0143020 · SUPPLIES 1430200	233.12
	08/13/2024	HOME DEPOT CREDIT SERVICES	0143020 · SUPPLIES 1430200	4.98
	08/27/2024	NAPA AUTO PARTS	0143020 · SUPPLIES 1430200	27.99
	08/27/2024	NAPA AUTO PARTS	0143020 · SUPPLIES 1430200	7.99
Total 0143020 · SUPPLIES 1430200				274.08
0143023 · HEATING FUEL 1430230				
	08/13/2024	PECO 5095066111 PW GARAGE	0143023 · HEATING FUEL 1430230	29.87
Total 0143023 · HEATING FUEL 1430230				29.87
0143024 · DIESEL				
	08/27/2024	NWWA	0143024 · DIESEL	171.34
Total 0143024 · DIESEL				171.34
0143238 · UNIFORMS PUBLIC WORKS				
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143238 · UNIFORMS PUBLIC WORKS	49.98
	08/27/2024	IPROMOTEU	0143238 · UNIFORMS PUBLIC WORKS	287.88
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143238 · UNIFORMS PUBLIC WORKS	49.98
Total 0143238 · UNIFORMS PUBLIC WORKS				387.84
0143260 · SUPPLIES - SMALL TOOLS				
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143260 · SUPPLIES - SMALL TOOLS	6.99
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143260 · SUPPLIES - SMALL TOOLS	8.58
Total 0143260 · SUPPLIES - SMALL TOOLS				15.57
0143321 · COMMUNICATIONS - PHONE 143				
	08/13/2024	VERIZON BUSINESS SERVICES S0325700	0143321 · COMMUNICATIONS - PHONE 143	25.30
	08/13/2024	VERIZON WIRELESS	0143321 · COMMUNICATIONS - PHONE 143	42.52
	08/27/2024	PA ONE CALL SYSTEM INC.	0143321 · COMMUNICATIONS - PHONE 143	2.66
Total 0143321 · COMMUNICATIONS - PHONE 143				70.48
0143361 · ELECTRICITY 1430361				
	08/13/2024	PECO 7381081222 (PW - 599 ELM)	0143361 · ELECTRICITY 1430361	41.58
	08/13/2024	PECO 9264996000 PW GARAGE	0143361 · ELECTRICITY 1430361	53.70
Total 0143361 · ELECTRICITY 1430361				95.28

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0143365 · SOLID WASTE DISPOSAL				
	08/13/2024	REPUBLIC SERVICES #320	0143365 · SOLID WASTE DISPOSAL	233.00
	08/27/2024	TINARI CONTAINER SERVICE, INC	0143365 · SOLID WASTE DISPOSAL	534.56
	08/27/2024	TINARI CONTAINER SERVICE, INC	0143365 · SOLID WASTE DISPOSAL	400.00
	08/27/2024	REPUBLIC SERVICES #320	0143365 · SOLID WASTE DISPOSAL	227.88
Total 0143365 · SOLID WASTE DISPOSAL				1,395.44
0143373 · BUILDING MAINTENANCE				
	08/13/2024	HOME DEPOT CREDIT SERVICES	0143373 · BUILDING MAINTENANCE	14.98
	08/27/2024	NAPA AUTO PARTS	0143373 · BUILDING MAINTENANCE	23.99
Total 0143373 · BUILDING MAINTENANCE				38.97
0143374 · EQUIPMENT REPAIRS				
	08/13/2024	HOME DEPOT CREDIT SERVICES	0143374 · EQUIPMENT REPAIRS	4.97
	08/27/2024	CDI LAWN EQUIPMENT	0143374 · EQUIPMENT REPAIRS	262.99
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143374 · EQUIPMENT REPAIRS	33.95
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143374 · EQUIPMENT REPAIRS	31.98
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143374 · EQUIPMENT REPAIRS	8.28
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143374 · EQUIPMENT REPAIRS	14.99
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143374 · EQUIPMENT REPAIRS	9.89
Total 0143374 · EQUIPMENT REPAIRS				367.05
0143375 · VEHICLE MAINT/REPAIRS 1430375				
	08/27/2024	CALLAHAN BEARINGS, BELTING & DRIVES	0143375 · VEHICLE MAINT/REPAIRS 1430375	23.79
	08/27/2024	AMAZON CAPITAL SERVICES, INC.	0143375 · VEHICLE MAINT/REPAIRS 1430375	15.99
Total 0143375 · VEHICLE MAINT/REPAIRS 1430375				39.78
0143420 · DUES, SUBSCRIPT.				
	08/27/2024	MCPWA	0143420 · DUES, SUBSCRIPT.	35.00
Total 0143420 · DUES, SUBSCRIPT.				35.00
0143937 · CONSTRUCTION REPAIRS/MAINT				
	08/13/2024	HOME DEPOT CREDIT SERVICES	0143937 · CONSTRUCTION REPAIRS/MAINT	46.73
Total 0143937 · CONSTRUCTION REPAIRS/MAINT				46.73
0145420 · SUPPLIES-PARK				
	08/13/2024	CARDMEMBER SERVICE- HOLLY DAYS NURSER	0145420 · SUPPLIES-PARK	96.00
	08/13/2024	CARDMEMBER SERVICE- HOLLY DAYS NURSER	0145420 · SUPPLIES-PARK	160.00
	08/13/2024	CARDMEMBER SERVICE- HOLLY DAYS NURSER	0145420 · SUPPLIES-PARK	-9.60
	08/27/2024	EMEDCO	0145420 · SUPPLIES-PARK	150.40
	08/27/2024	PET WASTE ELIMINATOR	0145420 · SUPPLIES-PARK	200.00
	08/27/2024	OLDCASTLE	0145420 · SUPPLIES-PARK	2,271.06
Total 0145420 · SUPPLIES-PARK				2,867.86

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0145436 · ELECTRICITY 1459461				
	08/13/2024	PECO 6654362000 HESS PARK	0145436 · ELECTRICITY 1459461	36.64
	08/13/2024	PECO 3891466000 WALNUT SQUARE	0145436 · ELECTRICITY 1459461	35.88
Total 0145436 · ELECTRICITY 1459461				72.52
0145445 · CONTRACTED SERVICES 14				
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	107.50
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	107.50
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	107.50
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	129.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	129.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	129.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	86.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	86.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	86.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	86.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
	08/27/2024	BATES LANDSCAPING LTD	0145445 · CONTRACTED SERVICES 14	43.00
Total 0145445 · CONTRACTED SERVICES 14				1,569.50
0148610 · DENTAL				
	08/13/2024	DELAWARE VALLEY HEALTH TRUST	0148610 · DENTAL	654.29
Total 0148610 · DENTAL				654.29
0148615 · HEALTH & HOSPITALIZATION				
	08/13/2024	DELAWARE VALLEY HEALTH TRUST	0148615 · HEALTH & HOSPITALIZATION	11,613.36
	08/13/2024	DELAWARE VALLEY HEALTH TRUST	0148615 · HEALTH & HOSPITALIZATION	-368.02
Total 0148615 · HEALTH & HOSPITALIZATION				11,245.34
0148616 · PENSION EXPENSE-NON-UNIFORM				
	08/13/2024	PENNSYLVANIA MUNICIPAL RETIREMENT SYST	0148616 · PENSION EXPENSE-NON-UNIFORM	1,364.53
Total 0148616 · PENSION EXPENSE-NON-UNIFORM				1,364.53

Borough of North Wales
BILLS LIST
August 2024

	Date	Name	Account	Amount
0148635 · CASUALTY & LIABILITY				
	08/27/2024	DELAWARE VALLEY PROPERTY&LIABILITY TRU: 0148635 · CASUALTY & LIABILITY		19,114.75
	08/27/2024	DELAWARE VALLEY PROPERTY&LIABILITY TRU: 0148635 · CASUALTY & LIABILITY		-559.25
Total 0148635 · CASUALTY & LIABILITY				18,555.50
0149205 · TRANSFER TO RESERVE FD				
	08/13/2024	NORTH WALES BORO	0149205 · TRANSFER TO RESERVE FD	100,000.00
Total 0149205 · TRANSFER TO RESERVE FD				100,000.00
0243410 · STREET LIGHTING MAINT				
	08/13/2024	CARDMEMBER SERVICE-DENNY'S ELECTRIC	0243410 · STREET LIGHTING MAINT	58.40
	08/27/2024	ARMOUR & SONS ELECTRIC	0243410 · STREET LIGHTING MAINT	390.00
Total 0243410 · STREET LIGHTING MAINT				448.40
0243436 · ELECTRICITY 2434361				
	08/13/2024	PECO 7753007000 STREET LIGHTS	0243436 · ELECTRICITY 2434361	1,835.05
Total 0243436 · ELECTRICITY 2434361				1,835.05
1840831 · ENGINEER 1840831				
	08/27/2024	BOWMAN CONSULTING GROUP	1840831 · ENGINEER 1840831	5,610.50
Total 1840831 · ENGINEER 1840831				5,610.50
1945436 · ELECTRICITY 1945436				
	08/13/2024	PECO 1733628000 WEINGARTNER	1945436 · ELECTRICITY 1945436	37.11
Total 1945436 · ELECTRICITY 1945436				37.11
2347210 · G.O. BOND INTEREST				
	08/26/2024	WELLS FARGO	2347210 · G.O. BOND INTEREST	1,665.12
Total 2347210 · G.O. BOND INTEREST				1,665.12
3040934 · PANDEMIC RECOVERY GRANT				
	08/27/2024	LIBERTY VALUATION GROUP, LLC	3040934 · PANDEMIC RECOVERY GRANT	2,900.00
Total 3040934 · PANDEMIC RECOVERY GRANT				2,900.00
3543336 · ELECTRICITY/SIGNAL				
	08/13/2024	PECO 4283868000 RED LIGHT	3543336 · ELECTRICITY/SIGNAL	12.47
Total 3543336 · ELECTRICITY/SIGNAL				12.47
3543725 · REPAIRS/MAINTENANCE SUPPLIES				
	08/27/2024	PMG SM HOLDINGS, LLC	3543725 · REPAIRS/MAINTENANCE SUPPLIES	905.25
Total 3543725 · REPAIRS/MAINTENANCE SUPPLIES				905.25
TOTAL				172,859.39

BOROUGH OF NORTH WALES
300 SCHOOL STREET
NORTH WALES, PENNSYLVANIA

MEETING: August 13, 2024, 7:00 P.M., EST

CALL TO ORDER made by President Amato.

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

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

President Amato led the Pledge of Allegiance.

Public Comment

Joanne Gisler, 233 S. Main Street, explained to Council the conditions of her apartment building which includes roach infestation and broken plumbing. She asked if the Borough could do anything to help her.

Manager Hart explained the rental inspection program and that the apartment passed its biannual inspection in 2023 and will be inspected again next year. Manager Hart stated that she previously called the County Health Department which came out and sprayed for cockroaches. Ms. Gisler confirmed that they came out and sprayed and are scheduled to come out for a second round of spray.

Manager Hart stated that she will again call the County Health Department and also call the County Housing Department to see if she can find the department with the proper jurisdiction to help Ms. Gisler.

Mayor McDevitt also suggested that Ms. Gisler reach out to Legal Aide of Southeastern PA who may be able to help her through the legal process involving any civil matters that the Borough or County would not have jurisdiction over.

Presentation: Recognition of Junior Council Person for Six Months of Service

President Amato tabled this presentation until the next meeting as Braeden was unable to be in attendance tonight.

Consideration: Authorize and Designate the Borough Manager as the Official to Execute Documents for the Transportation Alternatives Set-Aside Program Reimbursement Grant Agreement

Manager Hart explained that this allows the Manager and/or Assistant Manager to execute reimbursement documents when the time comes.

Member Neiderhiser made a motion to Authorize and Designate the Borough Manager as the Official to Execute Documents for the Transportation Alternative Set-Aside Program Reimbursement Grant Agreement. Member McClure seconded the motion. Motion passed 8 yes, 0 no.

Consideration: Consideration: Approval of Minutes: July 23, 2024

Member McClure made a motion to Approve the Minutes of July 23rd, 2024. Member Groce seconded the motion. Motion passed 8 yes, 0 no.

Old Business / Committee & Board Reports/ Zoning Applications

Manager Hart stated that the Shade Tree Commission minutes are in the packet and that a zoning application in the 700 block of E Montgomery Ave is expected to be submitted soon but has not yet to date, more updates will be provided at the next meeting.

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

Solicitor Gifford stated that there would be two matters involving real estate, two legal updates, and one matter involving personnel for executive session. Council may reconvene to vote on one matter of real estate.

Mayor McDevitt thanked Borough staff, Public Works, Police, Fire, and EMS for keeping the Borough safe during the recent storm. He also explained that former Chief of NPVFC William Goltz currently serves as Chief for Crary Hose Company in Tioga County serving the Westfield, PA region. They were flooded out of their firehouse and many people in the area have lost their homes. He asked that people consider donating to the fire company or reputable assistance agencies in that region to support their recovery.

Member Kohler encouraged residents to get out to the parks to do the Summer Park Tour.

Member McClure brought forth the concern of a constituent who had approached her to clarify why a zoning permit was necessary to replace his fence.

Manager Hart explained that the repair of a small section of the fence does not require a permit, but that full replacement of fences does require a permit. The reason for this is that zoning laws change over time and full replacements require a review for compliance with current zoning laws.

Chief Erenius presented his monthly report. Member Collins asked what Chris Boyle's training involves. Chief Erenius responded that Chris Boyle is an attorney who provides updates on changes in case law so that the officers are up to date on recent decisions and how they may affect their work.

Member Collins also asked about training for EDPs in town since there is a large population here. Chief Erenius explained that every officer has been through a minimum of two-day CIS training through Building 50 which is the mental health training for the county.

Manager Hart announced that 9th Street Park will be closed during the 9th Street Park Rehabilitation Project. Construction begins tomorrow and residents are asked to avoid the park until the improvements are complete.

Vice President Tarlecki asked if we have heard anything on the Elementary School's playground project. Manager Hart responded that we have not heard anything since the first time they came to the Planning Commission.

Manager Hart asked the community to support VMSC in their membership drive.

Manager Hart reminded everyone that Main Street North Wales is hosting a kickoff party on August 21st at the North Penn Social Club.

Manager Hart announced that Elmwood Park Zoo will be installing the Jaguar at Borough Hall on August 22nd at 1:00pm.

Manager Hart stated that to date, we have 49 sponsors for Community Day and over 75 vendors, but we are still accepting registrations.

Manager Hart highlighted Cameron Kratz, Summer Intern, who completed many tasks in his eight weeks at the Borough. He compiled and submitted information for the Fall-Winter Newsletter, assisted in gathering Community Day sponsor information, compiled information for right-to-know requests, sorted records in the basement, researched shade tree inventories in other Boroughs to be used by Shade Tree Commission or an Eagle Scout to begin a shade tree inventory, and assisted in various daily tasks serving the residents of the Borough. We are grateful for all his hard work over this summer.

Adjournment

Member Neiderhiser made a motion to adjourn. Member Fazio seconded the motion. Motion passed 8 yes, 0 no. Meeting adjourned at 7:46pm.

Reconvene

Council reconvened at 8:05pm. Member McClure made a motion to Approve the Rental Lease Agreement for 125 N. Main Street. Member Collins seconded the motion. Motion passed 8 yes, 0 no.

Adjournment

Member Collins made a motion to adjourn. Member McClure seconded the motion. Motion passed 8 yes, 0 no. Meeting adjourned at 8:08pm.

Attest: _____

Christine A. Hart
Borough Manager

North Wales Parks and Rec Summer Park Tour 2024

Explorer: _____

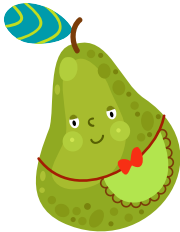
The fruits and veggies are hiding in North Wales! Throughout August visit the parks below to help find them. On the line next to each park, write the name of the fruit or veggie you found there!

Return completed forms to North Wales Boro Hall (300 School St) or North Wales Library (233 S Swartley St) by September 12 for entry into a raffle! Follow @northwalesborough and share your search with #nwselfietour.

Hess Park

Eighth and Walnut

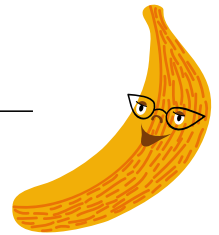
1. _____



Ninth Street Park

Ninth and Church

2. _____



Eighth Street Park

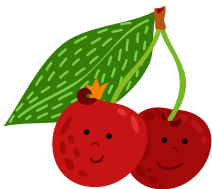
222 South Eighth Street

3. _____

Fourth Street Park

208 South Fourth Street

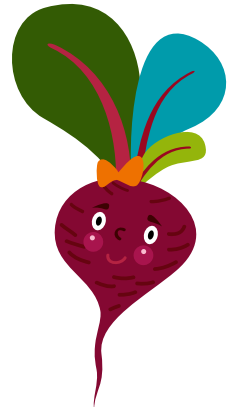
4. _____



Second Street Park

418 South Second Street

5. _____



Weingartner Park

Second and Summit

6. _____

Walnut Square Park

210 East Walnut Street

7. _____



Montgomery Ave Pocket Park

311 West Montgomery Avenue

8. _____

Wee Walers Park

334 Shearer Street

9. _____



North Wales Boro
300 School St
North Wales PA 19454
northwalesborough.org

Contact: _____

Phone: _____

Email: _____



BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454

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

<http://northwalesborough.org>

August 2024

North Wales Public Works Department Updates:

- Repaired light bar on bucket truck
- Repaired leaking pinion seal on wheel loader
- Trimmed trees at Wee Walers
- Sharpened chainsaw chains
- Mulched 9th Street Park around gazebo & Weingartner Memorial
- Filled pothole on Main Street
- Trimmed trees along the lane down to 599 Elm building
- Repaired pedestrian crossing sign struck by car
- Trimmed trees around traffic and street signs
- Trimmed trees at 8th Street Park
- Replaced back up sump pump in elevator pit at Borough Hall
- Repaired STIHL MS 290 chainsaw
- Conducted PA One calls
- Mowed Borough parks
- Performed regular street sweeping duties
- Janitorial duties and park trash collection weekly
- Cleaned sediment out of inlets
- Replenished playground mulch at Wee Walers and Hess Park
- Assisted the TMA with relocating office furniture

Respectfully Submitted,

Ben Raybold

Public Works Supervisor



GROWING NORTH WALES TOGETHER

MISSION AND VISION

Main Street North Wales is a non-profit organization focused on fostering community growth by uniting businesses and residents. Our mission is to enhance the community through collaboration, promoting economic vitality, and ensuring a vibrant, inclusive environment for all. Our vision is to use Main Street North Wales as a platform for active community engagement, with both business owners and residents working hand in hand to achieve the missions of the organization.

GOALS AND OBJECTIVES

Our long-term goals include addressing community needs through events, beautification projects, promotions and marketing, and quality of life improvements for residents. We also strive to be advocates for business owners in the borough and surrounding communities.

Main Street North Wales

mainstreetnorthwales.com • info@mainstreetnorthwales.com • [@mainstreetnorthwales](https://www.instagram.com/mainstreetnorthwales)



MAIN STREET NORTH WALES

P E N N . , U . S . A .

SUPPORTING US

To support our efforts, please follow us on Social Media, tell your family and friends, and attend our events! We also offer more exclusive sponsorship options, listed below:

INDIVIDUAL (\$50)

- Complementary gift
- Discounts on branded MSNW swag
- Membership to MSNW private group
- Invitation to annual private MSNW event

BUSINESS (\$100)

- MSNW window decal
- Membership to MSNW private group
- Listing on MSNW website business directory
- Social Media promotion through MSNW Facebook and Instagram
- Invitation to annual private MSNW event

Your financial support toward Main Street North Wales will directly fund vibrant community building events and initiatives, fostering a thriving community for all residents and businesses.

Main Street North Wales

mainstreetnorthwales.com • info@mainstreetnorthwales.com • [@mainstreetnorthwales](https://www.instagram.com/mainstreetnorthwales)





BOROUGH OF NORTH WALES

300 School Street, North Wales, PA 19454

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

<http://northwalesborough.org>

August 23, 2024

Safe Streets for All Program
U.S. Department of Transportation
1200 New Jersey Ave. SE
Washington, DC 20590

To Whom It May Concern:

On behalf of North Wales Borough, I am writing to express support for Montgomery Township's application for funds from the Safe Streets and Roads for All (SS4A) Grant Program under the U.S. Department of Transportation. Montgomery Township will be partnering in this effort with VMSC Emergency Medical Services, a medical transport agency providing both emergency and non-emergency care; and Beyond Lucid Technologies, a national healthcare information technology company that specializes in the development and deployment of innovative software solutions designed to advance Post-Crash Care, a critical pillar of the National Roadway Safety Strategy (NRSS), by facilitating informed emergency response.

The partners in this effort are staunchly committed to collaborating with a range of community stakeholders that work to protect vulnerable roadway users in their communities (for example, Fire, Emergency Medical Services, and Public Safety agencies), and to help those stakeholders connect with existing infrastructure such as health information exchange and specialty care registries (that is, secure databases of individuals whose medical need warrant special attention).

This project will explore a range of approaches, technologies and training that can be developed, configured, tested, and regionally deployed—first as pilots as part of an Action Plan, then (if advanced to Phase 2) as part of a broader Implementation Plan—to give emergency responders a heads-up awareness of the special health needs of high-risk patients, both over time and in post-crash settings where they are especially vulnerable.

The areas served by this project are isolated from larger, more urban cities with more abundant and available health care services and emergency personnel aligning with the mission of SS4A and the NRSS to explore, plan, and implement community-specific solutions that will save countless lives and prevent unnecessary deaths and injuries on the road. We support funding this proposal and thank you for considering it.

Sincerely,

Christine A. Hart
Borough Manager

c: Salvatore Amato, Council President
Neil McDevitt, Mayor



August 1, 2024

Dear Friends and Neighbors,

We're excited to invite you to participate in our special "Vote for the Library Vice President" jingle collection fundraiser, coinciding with National Voter Registration Day on September 17th!

Our young library patrons are learning about the importance of civic engagement and community support through this fun and educational initiative. Here's what we're doing:

1. Children are "campaigning" for their favorite book characters to become President of the Library for one year. Our candidates are:

- Pigeon
- Pete the Cat
- Fancy Nancy
- The Grinch

2. Kids are collecting donations in the form of coins (jingle). Each contribution acts as a "vote" for their chosen character. (Penny = 1 vote, Nickel = 5 votes, and so on...)

3. All proceeds will go towards much-needed infrastructure updates at our beloved free public library.

Why This Matters:

- It teaches children about the voting process in a fun, relatable way.
- It encourages community involvement and support for local institutions.
- It helps kids understand the value of every contribution, no matter how small.

- It promotes literacy and a love for books and libraries.

How You Can Help:

- Make a donation (any amount is appreciated!) to support our young fundraisers.
- Discuss the importance of voting and civic participation with the child.
- Share your own experiences with libraries and how they've impacted your life.

Thank you for supporting our young citizens and our local library. Together, we're building a stronger, more engaged community!

Sincerely,

North Wales Area Library Team

P.S. Don't forget to exercise your own right to vote! National Voter Registration Day is September 17th and make sure you're registered, if you aren't, come to the library on September 17th and we will get you registered to vote and you can have a little fun doing it!

Support NORTH WALES AREA
LIBRARY

Use your phone's camera to scan the QR
code below



Or visit:

<https://givebutter.com/NMDDs>



DID YOU KNOW?

All of these GC's could be yours?
\$840.00 in the grand prize!



*Raffle Ends Sept. 17th
Get your tickets today!*

Door Dash (2)
Stove & Co.
Lansdale Tavern
Cold Stone (3)
Tony's Pizza
Firebirds (2)
Turning Leaf
Millers Ale House
Applebee's
Harvest
Everything Bagel
Blue Dog
El Limon

Outback
Ooka
Starbucks (4)
Texas Roadhouse
The Pour House
Metropolitan (2)
Olive Garden
Longhorn Steak
Chipotle (3)
Panera
Raw Replenish
Shake Shack
AMC

& Tex Mex

Please join us for
Montgomery County Boroughs Association
DINNER MEETING

Thursday, September 26, 2024

HOSTED BY:

Boroughs of Ambler, Bridgeport and Narberth

**Tap Room - KOP
3100 Horizon Drive
King of Prussia, PA 19406**

6:00 PM Cocktail Hour (cash bar)

7:00 PM Dinner - \$10.00/attendee

8:00 PM Speaker:

Judy Trombetta

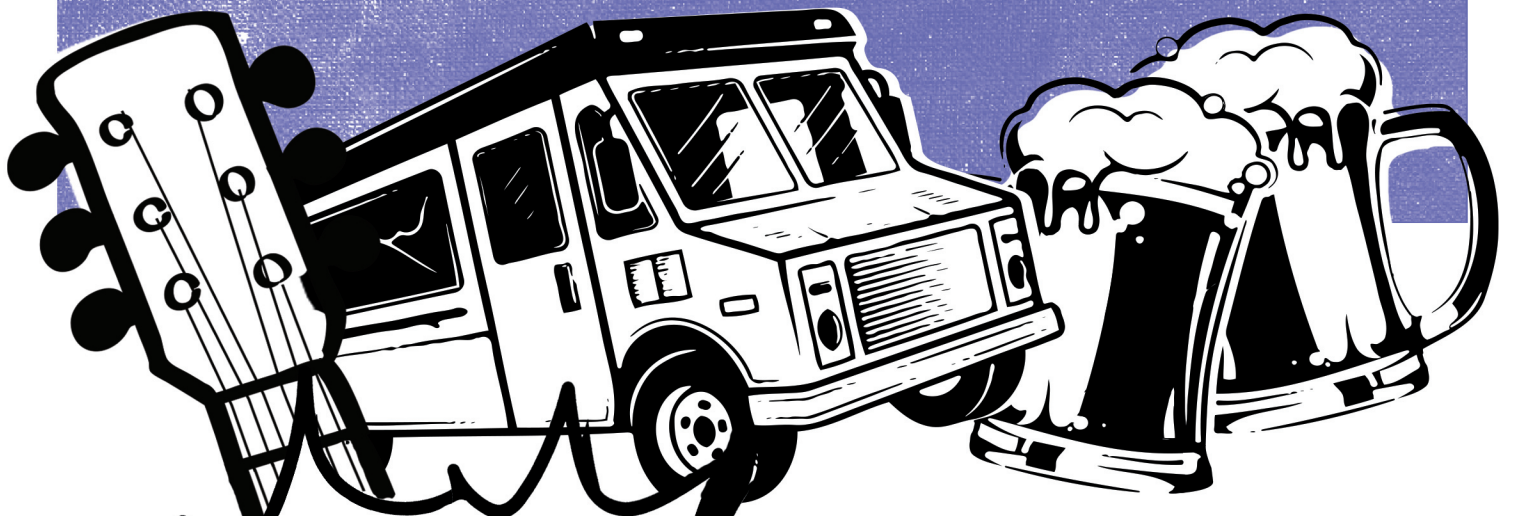
Intergovernmental Affairs Manager

Montgomery County Commissioners Office

***RSVP...Kindly call Angela Gear at (610) 272-1811
or email AGear@BridgeportBorough.org by
September 19 to confirm attendance.***

Please make checks payable to Borough of Bridgeport

NORTH WALES COMMUNITY SATURDAY SEPT 28TH DAY



**FREE
KID ZONE
11AM - 3PM**

**LIVE MUSIC
FOOD TRUCKS
BEER GARDEN
VENDORS**

11:00AM - 5:00PM

DOWNTOWN NORTH WALES

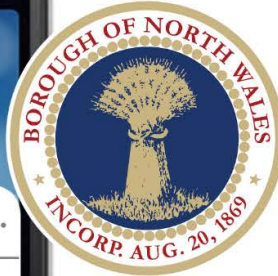
FACEBOOK.COM/NORTHWALESCOMMUNITYDAY

Become a Savvy Citizen!



Want to know what's going on in North Wales Borough?

Our new Savvy Citizen app will keep you better informed of important borough news and happenings in our community.



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