



## **BOROUGH COUNCIL AGENDA** **TUESDAY, AUGUST 10, 2021 – 7:00 P.M.**

Richard Mathews, Council President, presiding  
Pledge of Allegiance  
Roll Call

### **REGULAR MEETING**

1. **Approval of Minutes: July 13, 2021 Regular Meeting**
2. **Approval of Minutes: August 3, 2021 Joint Meeting of Planning Commission with Borough Council**
3. **Open to the public**
  - a. Citizens wishing to comment will be recognized in the Order of their listing on the Appearance Sheet and are asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
4. **Ordinances and Resolutions**
5. **Mayor's Report – R. Harris**
  - a. Police Report
  - b. Around Town
  - c. Upcoming Events & Meetings of Interest
  - d. In Requiem
6. **Fire/EMS/EMA Report**
7. **Committee Reports**
  - a. Planning Commission
8. **Administrative Business – Borough Manager**
  - a. Treasurer's Report – July 2021
  - b. Resident Request
  - c. Fleet Management System
  - d. 457 Plan Change
9. **Unfinished Business**
  - a. Grant Funding Updates
  - b. Property Maintenance Update
  - c. High-Speed Broadband Update
  - d. Cortner Pavilion Project
  - e. No Outlet/Cul-de-sac Study
10. **New Business**
11. **Open to the public**
  - a. Citizens wishing to comment will be asked to stand up and give their name, address, and organization they represent (if applicable). Impromptu comments are limited to five minutes per individual.
12. **Adjournment**

# MAYOR'S REPORT

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# 2020 Police Report

by  
Chief Richard L Hileman II  
Carroll Valley Borough Police



## Overview:

- 2020 was a truly challenging year for Carroll Valley Police. Early in 2020, two fulltime officers left the Department for other employment as we first began to understand we were moving into a pandemic. Our part-timers offered some hours to try to help.



- As COVID-19 gripped the Nation, we struggled to serve the community while protecting our officers. We saw a distinct drop in both call volume and crime generally, while crimes against persons, e.g., murder, rape, and assault, which are those whose victims are always individuals, actually saw a slight increase. The closing or restrictions on alcohol sales of course and stay a home orders contributed to the decreases.
- In 2020, 240 Federal, State, Local and Tribal law enforcement officers died of COVID-19; 65% of all line of duty deaths for the year. While many other private and public employees were sent home for safety, police officers nationwide had to continue to protect their communities. We saw officers around Adams County hospitalized. In Carroll Valley we undertook every measure we could to reduce possible exposures to our staff until we could offer vaccinations in early 2021.
- With our reduced staffing, the call volume reduction associated with COVID helped us get through until we were able to fill one of the two open positions in the Police Department.

## Yearly Activities:

- In 2020, Carroll Valley Police handled 1,344 calls for service, excluding Fairfield. This represents a 30% decrease from 2019. The top 3 calls for service were traffic stops – 236, follow ups – 157, and EMS calls – 115.



## Traffic Enforcement:

- Officers conducted 236 vehicle stops in Carroll Valley in 2020 and were called to 25 vehicle crashes. These together resulted in 4 DUI arrests as well as 265 citations, faulty equipment notices, and warnings, as listed below. This is 54% decrease from 2019.



Row Labels	Count of 2020 Statute Section:
3362 (Title 75) - Maximum speed limits	94
3323 (Title 75) - Stop signs and yield signs	48
1786 (Title 75) - Required financial responsibility	31
1301 (Title 75) - Registration and certificate of title required	18
4703 (Title 75) - Operation of vehicle without official certificate of inspection	15
4303 (Title 75) - General lighting requirements	10
4704 (Title 75) - Inspection by police or Commonwealth personnel	7
1501 (Title 75) - Drivers required to be licensed	5
6502 (Title 75) - Summary offenses	5
1311 (Title 75) - Registration card to be signed and exhibited on demand	5
3361 (Title 75) - Driving vehicle at safe speed	3
1515 (Title 75) - Notice of change of name or address	2
3745 (Title 75) - Accidents involving damage to unattended vehicle or property	2
1312 (Title 75) - Notice of change of name or address	2
1543 (Title 75) - Driving while operating privilege is suspended or revoked	2
3714 (Title 75) - Careless driving	2
1101 (Title 75) - Certificate of title required	1
3307 (Title 75) - No-passing zones	1
4581 (Title 75) - Restraint systems	1
1511 (Title 75) - Carrying and exhibiting driver's license on demand	1
3309 (Title 75) - Driving on roadways laned for traffic	1
3709 (Title 75) - Depositing waste and other material on highway, property or waters	1
4525 (Title 75) - Tire equipment and traction surfaces	1
3301 (Title 75) - Driving on right side of roadway	1
4701 (Title 75) - Duty to comply with inspection laws	1
3744 (Title 75) - Duty to give information and render aid	1
1372 (Title 75) - Unauthorized transfer or use of registration	1
3310 (Title 75) - Following too closely	1
4107 (Title 75) - Unlawful activities	1
3334 (Title 75) - Turning movements and required signals	1
<b>Grand Total</b>	<b>265</b>

### **Crime Statistics:**

By way of background, there are two methodologies for reporting criminal activity which is reported from local agencies to the PA State Police to the FBI:

1. Summary UCRs: Starting in 1930 the Federal Bureau of Investigations started the Summary UCR reporting system to provide reliable statistics for use in law enforcement. In 2021, this methodology has been phased out.
2. National Incident Based Reporting (NIBRS): Approved 1988, NIBRS was designed by the FBI to provide an updated methodology to improve on reporting reliable statistics for use in law enforcement.

Carroll Valley Police transitioned to NIBRS based reporting in 2005. However, because the Pennsylvania State Police continued to use the older summary based UCR reporting, Carroll Valley converted NIBRS data back to summary based UCR for comparison purposes. This allowed us to show statistics using the same methodology.

To comply with FBI requirements, PA State Police began a massive project in 2020 to move their base reporting system to NIBRS based reporting. With this change, Carroll Valley will be providing statistics in the NIBRS format. We can now provide crime data in the standardized PA State Police format for Carroll Valley Borough.

Key to reading the following page:

1. At the top left, you see overall statistics. Total offenses and clearance rate refer to Group "A" offenses. Arrests refer to Group "A" and Group "B". This data is only for Carroll Valley Borough.
2. It also includes crime rates and arrest rates, however this calculation is not yet functioning on the PA State Police system, so they display as -0-. When working correctly they will report in the national standard of per 100,000 population. As such, when it does calculate, it shows the rate as if the Carroll Valley population was 100,000. By doing this, it makes the rate comparable regardless of the size of the jurisdiction.
3. The column below on the left shows all Group "A" offenses. Offenses can be generally cleared by:
  - a. Arrest (by charging someone with the crime);
  - b. Victim Refused Prosecution = Prosecution limited by victim, or;
  - c. Exceptional Clearance = Charges could be filed but for cause are not.

4. In the center, NIBRS add additional categories and you can see how they compare year over year.
5. On the right column, you first see a list of arrests for the year for Group "A" offenses, divided into adults and juveniles.
6. At the bottom of the right column, Group "B" arrests are listed. As a major change in NIBRS reporting, Group "B" offenses are only listed when an arrest occurs. Unsolved Group "B" offenses are no longer reported.

**Agency:** Carroll Valley Borough

**Municipality:** Carroll Valley Borough

<b>Total Offenses</b>	<b>68</b>	<b>Clearance Rate</b>	<b>47.06%</b>
% change from last year	-24.44%	Last years rate	65.56%
<b>Total Arrests</b>	<b>26</b>	<b>Hate Crime Offenses</b>	<b>0</b>
% change from last year	-67.9%	<b>Law Officers Assaulted</b>	<b>0</b>
<b>Group A Crime Rate per 100,000 Population :</b>	<b>0.00</b>	<b>Summary based reporting Crime Rate per 100,000 Population :</b>	<b>0.00</b>
<b>Arrest Rate per 100,000 Population :</b>	<b>0.00</b>		

**Offense Reporting**

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter	1		
Justifiable Homicide			
Rape	2		
Robbery			
Aggravated Assault	4	4	
Burglary	1		1
Larceny	22	3	26
Motor Vehicle Theft	1		1
Arson			
Simple Assault	11	8	16
Intimidation	4	4	5
Bribery			
Counterfeiting/Forgery			2
Vandalism	5	2	5
Drug/Narcotic Violations	3	3	10
Drug Equipment Violations	3	3	9
Embezzlement			
Extortion/Blackmail			
Fraud	5		9
Gambling			
Kidnapping	2	2	1
Pornography	1		
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			1
Incest			
Statutory Rape			
Stolen Property	2	2	4
Weapons Law Violations	1	1	
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>	<b>68</b>	<b>32</b>	<b>90</b>

**Crime Against Person**

24 - This year  
 23 - Last year  
 4.35% - Percent Change

**Crime Against Property**

36 - This year  
 48 - Last year  
 -25% - Percent Change

**Crime Against Society**

8 - This year  
 19 - Last year  
 -57.89% - Percent Change

**Arrest Reporting**

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	1	0	0	1	0
Burglary	0	0	0	0	1
Larceny	0	2	0	2	2
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	4	0	0	4	9
Intimidation	1	1	0	2	3
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	5
Vandalism	0	1	0	1	0
Drug/Narcotic Violations	0	0	0	0	5
Drug Equipment Violations	2	0	0	2	2
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	1
Gambling	0	0	0	0	0
Kidnapping	1	0	0	1	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	1	0	0	1	0
Weapons Law Violations	1	0	0	1	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>11</b>	<b>4</b>	<b>0</b>	<b>15</b>	<b>28</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	1	2	0	3	5
DUI	4	0	0	4	14
Drunkenness	1	0	0	1	1
Family Offenses-nonviolent	0	0	0	0	1
Liquor Law Violations	0	0	0	0	21
Peeping Tom	0	0	0	0	0
Runaways	0	2	0	2	0
Trespass	0	0	0	0	0
All Other Offenses	1	0	0	1	11
<b>Total Group B Arrests</b>	<b>7</b>	<b>4</b>	<b>0</b>	<b>11</b>	<b>53</b>
<b>Total Arrests</b>	<b>18</b>	<b>8</b>	<b>0</b>	<b>26</b>	<b>81</b>



# July 2021 Police Report

by

Chief Richard L Hileman II  
Carroll Valley Borough Police



## Special News / Achievements:

- The Department has received several calls on a pest control company that has numerous employees engaged in door-to-door sales. Borough ordinances require each person engaged in door-to-door sales to obtain a permit. However, it is important to note this Code Enforcement permit is merely a registration. It does not constitute an endorsement or any verification of the business, just that they registered their employees.
- It is with great sadness we bid farewell to Patrol Officer Erik Peiffer who has accepted a conditional offer of employment at the North Lebanon Township Police Department. As soon as he completes the required conditional testing, he will be setting a departure date. We wish him the best of luck in his new employment.



## Monthly Activities:

- July 4, officers handled 2 DUI arrests include one during which a driver nearly struck personnel involved in directing traffic at the end of the July 4<sup>th</sup> event. The driver was not at the event, however.
- Another fatal overdose is under investigation from July.
- 10 calls occurred outside coverage hours, including 2 domestic disputes, a death investigation, and 2 alarms.





### Crime Data:

We have fielded some complaints on the formatting of the statistical data we have been providing. The presentation format we too found lacking. After meeting with Councilman Verderaime, we intend on offering crime data directly from the data we provide to the PA State Police and to the FBI. The 2020 Police report more fully explains how the data is collected.

Key to reading the following page:

1. At the top left, you see overall statistics for the month. Total offenses and clearance rate refer to Group "A" offenses. Arrests refer to Group "A" and Group "B". This data is only for Carroll Valley Borough.
2. It also includes crime rates and arrest rates, however this calculation is not yet functioning on the PA State Police system, so they display as -0-. When working correctly, they will report in the national standard of per 100,000 population. As such, when it does calculate, it shows the rate as if the Carroll Valley population was 100,000. By doing this, it makes the rate comparable regardless of the size of the jurisdiction.
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4. In the center, NIBRS adds additional categories, and you can see how they compare year over year for the month reported.
5. On the right column, you first see a list of arrests for Group "A" offenses, divided into adults and juveniles.
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# Offense and Arrest Summary Report

Printed On:  
08/03/2021

Beginning Date: 07/01/2021

Ending Date: 07/31/2021

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Agency: Carroll Valley Borough

Municipality: Carroll Valley Borough

**Total Offenses** 6      **Clearance Rate** 33.33%  
 % change from last year 20%      Last years rate 20%

**Total Arrests** 3      **Hate Crime Offenses** 0  
 % change from last year 50%      **Law Officers Assaulted** 0

**Group A Crime Rate per 100,000 Population :** 0.00      **Summary based reporting Crime Rate per 100,000 Population :** 0.00

**Arrest Rate per 100,000 Population :** 0.00

### Arrest Reporting

Group "A"	Adult	Juvenile	Unknown	Total Arrests	Arrests Reported Last Year
Murder	0	0	0	0	0
Negligent Manslaughter	0	0	0	0	0
Justifiable Homicide	0	0	0	0	0
Rape	0	0	0	0	0
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	0
Burglary	0	0	0	0	0
Larceny	0	0	0	0	0
Motor Vehicle Theft	0	0	0	0	0
Arson	0	0	0	0	0
Simple Assault	0	0	0	0	0
Intimidation	0	0	0	0	1
Bribery	0	0	0	0	0
Counterfeiting/Forgery	0	0	0	0	0
Vandalism	0	0	0	0	0
Drug/Narcotic Violations	1	0	0	1	0
Drug Equipment Violations	0	0	0	0	0
Embezzlement	0	0	0	0	0
Extortion/Blackmail	0	0	0	0	0
Fraud	0	0	0	0	0
Gambling	0	0	0	0	0
Kidnapping	0	0	0	0	0
Pornography	0	0	0	0	0
Prostitution	0	0	0	0	0
Sodomy	0	0	0	0	0
Sexual Assault w/Object	0	0	0	0	0
Fondling	0	0	0	0	0
Incest	0	0	0	0	0
Statutory Rape	0	0	0	0	0
Stolen Property	0	0	0	0	0
Weapons Law Violations	0	0	0	0	0
Human Trafficking, Commercial Sex Acts	0	0	0	0	0
Human Trafficking, Involuntary Servitude	0	0	0	0	0
Animal Cruelty	0	0	0	0	0
<b>Total Group A Arrests</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>1</b>
<b>Group "B" Arrests</b>					
Bad Checks	0	0	0	0	0
Curfew/Vagrancy	0	0	0	0	0
Disorderly Conduct	0	0	0	0	0
DUI	2	0	0	2	1
Drunkness	0	0	0	0	0
Family Offenses-nonviolent	0	0	0	0	0
Liquor Law Violations	0	0	0	0	0
Peeping Tom	0	0	0	0	0
Runaways	0	0	0	0	0
Trespass	0	0	0	0	0
All Other Offenses	0	0	0	0	0
<b>Total Group B Arrests</b>	<b>2</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>1</b>
<b>Total Arrests</b>	<b>3</b>	<b>0</b>	<b>0</b>	<b>3</b>	<b>2</b>

### Offense Reporting

Group "A"	Offenses Reported	Offenses Cleared	Offenses Reported Last Year
Murder			
Negligent Manslaughter	1		
Justifiable Homicide			
Rape	1		
Robbery			
Aggravated Assault			
Burglary			
Larceny			3
Motor Vehicle Theft			
Arson			
Simple Assault			1
Intimidation	1	1	1
Bribery			
Counterfeiting/Forgery			
Vandalism	2		
Drug/Narcotic Violations	1	1	
Drug Equipment Violations			
Embezzlement			
Extortion/Blackmail			
Fraud			
Gambling			
Kidnapping			
Pornography			
Prostitution			
Sodomy			
Sexual Assault w/Object			
Fondling			
Incest			
Statutory Rape			
Stolen Property			
Weapons Law Violations			
Human Trafficking, Commercial Sex Acts			
Human Trafficking, Involuntary Servitude			
Animal Cruelty			
<b>Total Group "A"</b>	<b>6</b>	<b>2</b>	<b>5</b>

#### Crime Against Person

3 - This year  
 2 - Last year  
 50% - Percent Change

#### Crime Against Property

2 - This year  
 3 - Last year  
 -33.33% - Percent Change

#### Crime Against Society

1 - This year  
 - Last year  
 0 - Percent Change

## Upcoming Events:

- As August marks back to school, we remind everyone to remember to slow down and watch for busses and children walking. Police will also be focusing on drugged driving during the month.

## Traffic Enforcement:

- Officers conducted 44 vehicle stops this month and were called to 2 vehicle crashes. Together these resulted in 2 DUI arrests as well as 23 citations, faulty equipment notices, and warnings. As a result of that same request from Councilman Verderaime, I am providing a break down by offense.



Row Labels	Count of Statute Section:
3362 (Title 75) - Maximum speed limits	15
1301 (Title 75) - Registration and certificate of title required	3
3323 (Title 75) - Stop signs and yield signs	3
4701 (Title 75) - Duty to comply with inspection laws	1
3334 (Title 75) - Turning movements and required signals	1
<b>Grand Total</b>	<b>23</b>

## Miscellaneous:

Calls for Service	July 2020	July 2021	YTD 2020	YTD 2021
Calls from Public		92		727
Officer initiated		50		315
<b>Total CV Calls</b>	<b>101</b>	<b>142</b>	<b>729</b>	<b>1042</b>

Vehicle Mileage			
	Starting	Ending	Total
2017 Dodge Charger Unmarked	15,997	16,200	203
2017 Dodge Charger Marked	62,428	63,522	1,094
2014 Dodge Charger Unmarked	74,130	75,791	1,661
2014 Dodge Charger Marked	84,472	84,813	341
2010 Ford Exp Marked	83,030	83,030	0
		<b>Total</b>	<b>3,299</b>

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**INTEROFFICE MEMORANDUM**

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**TO:** BOROUGH COUNCIL  
**FROM:** RICHARD L HILEMAN II, CHIEF OF POLICE  
**VIA:** RON HARRIS, MAYOR  
**SUBJECT:** POLICE DEPARTMENT STAFFING  
**DATE:** 8/5/2021

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I have, with regret, been advised Patrol Officer Peiffer has received a conditional offer of employment as a police officer with North Lebanon Township. After he has completed the post-offer testing, he will provide notice of his last day here which we expect to be in early September. As such, I am requesting that you direct the Civil Service Commission begin the testing process. Civil Service will conduct the process and return to you the top three candidates for the position from which you can choose to appoint. This process will most likely take several months to produce a list.

**Council Actions Requested:**

**Direct the Civil Service Commission to produce a list of eligibles for the position of Patrol Officer (Full-Time) with a proposed starting rate (probationary) of \$51,345.**

# FIRE/EMS/EMA REPORT

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# FAIRFIELD FIRE & EMS

## Fire Report – June, 2021

<b>Calls for the Month –</b>	<b>21</b>
<b>Year to Date Total -</b>	<b>120</b>

### Nature of Call(s)

Fire Police -	4
Fire – Structure	0
Fire – Vehicle	1
Automatic Fire Alarm	2
Motor Vehicle Accident	1
Trees Down – Camper & House	2
CO Alarm	1
Wildland Fire	1
Medical Assist	4
Wires	5

### Location of Call(s)

Carroll Valley Borough	4
Fairfield Borough	4
Franklin Township	0
Freedom Township	0
Hamiltonban Township	7
Highland Township	2
Liberty Township	2
Cumberland Township	1
Straban Township	1

**FOUNTAINDALE VOLUNTEER FIRE DEPARTMENT**

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**1340 OLD WAYNESBORO ROAD  
FAIRFIELD, PA 17320**



**MONTHLY FIRE REPORT FOR JULY 2021**

Breakdown of calls by type:	Medical Assist.....	2
	Vehicle Accident.....	1
	Transfers.....	1
	<u>Good Intent.....</u>	<u>7</u>
	<b>TOTAL</b>	<b>11</b>

Notes:  
Many members helped with the weeklong Adams County Junior Fire Academy.  
Completed hose testing.

David M. Martin  
*DM Martin*

Fire Chief

cc: Carroll Valley Borough  
Hamiltonban Township  
Liberty Township

# Fountain Dale Volunteer Fire Department

This report was generated on 8/3/2021 4:16:55 PM

## Incident Type and Street Name for Date Range

Incident Status: Reviewed | Start Date: 07/01/2021 | End Date: 07/31/2021

Incident Date	Address	Incident Type
07/03/2021	South Oller Avenue, Waynesboro, PA 17268	Dispatched & cancelled en route
07/06/2021	Buchanan Trail East, Washington (Township of), PA 17268	Motor vehicle accident with injuries
07/09/2021	Sabillasville Road, Sabillasville, MD 21780	Dispatched & cancelled en route
07/10/2021	North Church Street, Thurmont, MD 21788	Cover assignment, standby, moveup
07/14/2021	Wolfesville Road, Wolfsville, MD 21783	Dispatched & cancelled en route
07/15/2021	Old Waynesboro Road, Fairfield, PA 17320	Medical assist, assist EMS crew
07/17/2021	South Potomac Street, Waynesboro, PA 17268	Dispatched & cancelled en route
07/21/2021	Thrush Trail, Fairfield, PA 17320	Dispatched & cancelled en route
07/21/2021	Taylor Lane, Fairfield, PA 17320	Medical assist, assist EMS crew
07/22/2021	Country Club Road, Waynesboro, PA 17268	Dispatched & cancelled en route
07/28/2021	Gin Trail, Fairfield, PA 17320	Dispatched & cancelled en route

Lists the Incident Date, Street Name (including City, State, Zip), and Incident Type of incidents occurring within the given Date Range. Only Reviewed incidents are included.



emergencyreporting.com

Doc Id: 1513

Page # 1 of 1





# Fountain Dale Volunteer Fire Department



This report was generated on 8/3/2021 4:17:33 PM

## Incident Type Count per Station for Date Range

Start Date: 07/01/2021 | End Date: 07/31/2021

	INCIDENT TYPE	# INCIDENTS
Station: <input type="checkbox"/>	311 - Medical assist, assist EMS crew	2
	322 - Motor vehicle accident with injuries	1
	571 - Cover assignment, standby, moveup	1
	611 - Dispatched & cancelled en route	7
	<b># Incidents for :</b>	<b>11</b>

Only REVIEWED incidents included.



emergencyreporting.com  
Doc Id: 857  
Page # 1 of 1

# COMMITTEE REPORTS

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# ADMINISTRATIVE BUSINESS

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**BOROUGH OF CARROLL VALLEY SUMMARY FINANCIAL REPORT: 1 thru 31 JULY 2021**

ACCOUNT	GENERAL FUND	SPECIAL EVENT	SANITARY SEWER	SINKING FUND	CAPITAL RESERVE	HIGHWAY AID (LF)	TOTAL FUNDS	SEWER AUTHORITY
START OF PERIOD								
CHECKING ACCOUNT	\$49,814.14	\$0.00	\$0.00	(\$9,579.12)	\$73,934.90	\$0.00	\$114,169.92	\$3,948.38
INVESTMENTS	\$3,261,603.90	\$0.00	\$0.00	\$0.00	\$0.00	\$600,303.22	\$3,861,907.12	\$313,523.91
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$50,507.24	\$18,245.36	\$559,969.98	\$0.00	\$913,803.31	\$0.00	\$1,542,525.89	\$0.00
DUE TO OTHER FUNDS	\$1,257,258.29	\$12,294.89	\$36,956.59	\$0.00	\$185,959.73	\$0.00	\$1,492,469.50	\$52,076.73
LIABILITIES	\$16,398.36	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$158,398.64	\$730.93
NET BALANCE	\$2,088,693.63	\$5,950.47	\$523,038.39	(\$151,579.40)	\$801,778.48	\$600,303.22	\$3,868,184.79	\$264,714.63

TRANSACTIONS FOR PERIOD								
ADJUSTMENTS (SEE NOTE)								
ACTUAL REVENUES (+)	\$106,172.58	\$15.00	\$65,315.62	\$12,802.80	\$1,000.00	\$0.00	\$185,306.00	\$0.00
ACTUAL EXPENDITURES (-)	\$139,841.47	\$19.59	\$12,016.71	\$0.00	\$856.50	\$519.64	\$153,253.91	\$11,963.80
ENCUMBERED FUNDS (-)	\$11,207.93	\$0.00	\$2,331.38	\$0.00	\$94,483.00		\$108,022.31	\$0.00
NET TRANSACTION BALANCE	(\$44,876.82)	(\$4.59)	\$50,967.53	\$12,802.80	(\$94,339.50)	(\$519.64)	(\$75,970.22)	(\$11,963.80)

END OF PERIOD								
CHECKING ACCOUNT	\$34,585.55	\$0.00	\$0.00	\$3,223.68	\$73,934.90	\$0.00	\$111,744.13	\$3,984.58
INVESTMENTS	\$3,283,532.22	\$0.00	\$0.00	\$0.00	\$0.00	\$599,783.58	\$3,883,315.80	\$301,523.91
PETTY CASH	\$425.00	\$0.00	\$25.00	\$0.00	\$0.00	\$0.00	\$450.00	\$50.00
DUE FROM OTHER FUNDS	\$66,955.65	\$18,260.36	\$625,285.60	\$0.00	\$914,803.31	\$0.00	\$1,625,304.92	\$0.00
DUE TO OTHER FUNDS	\$1,323,588.91	\$13,213.48	\$51,629.91	\$0.00	\$186,816.23	\$0.00	\$1,575,248.53	\$52,076.73
LIABILITIES	\$10,628.89	\$0.00	\$0.00	\$142,000.28	\$0.00	\$0.00	\$152,629.17	\$730.93
NET BALANCE	\$2,051,280.62	\$5,046.88	\$573,680.69	(\$138,776.60)	\$801,921.98	\$599,783.58	\$3,892,937.15	\$252,750.83

**Check Register with Invoices**

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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**Bank Account: 35 HIGHWAY AID FUND**

542	7/7/2021	14643	SPECIALTY GRANULES INC.		\$170.72	O
			7005406029 Eagle & Janet Trl: Stone Dust		\$170.72	
543	7/21/2021	14643	SPECIALTY GRANULES INC.		\$348.92	V
			7005408066 Eagle Trail: R-4 Stone for Ditch		\$348.92	
544	7/21/2021	14643	SPECIALTY GRANULES INC.		\$348.92	O
			7005408066-1 Eagle Trail: R-4 Stone for Ditch		\$348.92	
<b>Bank Total:</b>					<b>\$868.56</b>	

# Check Register with Invoices

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
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## Bank Account: 51 F&M GF - Checking

34101	7/7/2021	37	AQUATIC ENVIRONMENT CONSULTANT		\$920.00	O
			41457 Lake Mae: Payment C		\$920.00	
34102	7/7/2021	110	EXCALIBUR TOWING		\$1,076.90	O
			7721 PL: Impound Inv# 11715, 11716. 13376		\$550.00	
			7721-1 State Inspection: PL2, PL5, PL20, PL22		\$481.90	
			7721-2 State Inspection: STP1		\$45.00	
34103	7/7/2021	521	FREEDOM SYSTEMS		\$2,520.00	O
			1014259 CityShare Land Suite Annual Maintenance		\$2,520.00	
34104	7/7/2021	14412	GOVERNMENT MANAGEMENT SERVICE		\$3,000.00	O
			2692 Retainer for the month of June 2021		\$3,000.00	
34105	7/7/2021	155	HARRINGTON & SONS		\$14.85	O
			77054 EQPK1: Bolts for Blades		\$14.85	
34106	7/7/2021	14636	HARRINGTON EQUIPMENT		\$59.17	O
			192395 EQPK6: Blade Set		\$59.17	
34107	7/7/2021	171	J & M PRINTING		\$440.00	O
			76687 Letterhead, Envelopes, Non-Envelopes		\$440.00	
34108	7/7/2021	14358	JOHN DEERE FINANCIAL		\$32.16	O
			7721 EQMS5: Headlight		\$32.16	
34109	7/7/2021	1204	KILMER INSURANCE AGENCY		\$64.00	O
			178 Additon to Policy: 2020 Spreader/Printer		\$64.00	
34110	7/7/2021	196	LABORATORY, ANALYTICAL & BIOLO		\$264.00	O
			97274 STP: Testing June 2021		\$264.00	
34111	7/7/2021	418	LOWES IN-STORE ACCOUNT		\$267.89	O
			7721-2 Water Seal for bridges		\$106.36	
			7721-1 STP: Tarp, lumber		\$75.76	
			7721 Sun Shade Project for the Stage		\$85.77	
34112	7/7/2021	874	PENNSYLVANIA ONE CALL SYSTEM,		\$9.00	O
			912308 June 2021: Activity Fee		\$9.00	
34113	7/7/2021	14145	SALZMANN HUGHES, P.C.		\$2,075.00	O

# Check Register with Invoices

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
				7721 Representation as Borough Solicitor	\$1,315.00	
				7721-1 Municipal Claims	\$760.00	
34114	7/7/2021	1005	SECURITY BENEFIT GROUP		\$2,116.26	O
				7721 Deferred Comp: Payroll dated 7/7/21	\$2,116.26	
34115	7/7/2021	310	SHEALERS SEPTIC SERVICE		\$4,994.00	O
				7721 HT: June 2021	\$4,094.00	
				7721-1 STP: Sludge haul to Hsbg: June 2021	\$900.00	
34116	7/7/2021	14531	SIEMENS INDUSTRY, INC		\$2,067.00	O
				5446535225 Installation of Cellular Dialer for Fire Monitorin	\$2,067.00	
34117	7/7/2021	17716	SPIGLER PETROLEUM EQUIPMENT, L		\$1,223.00	O
				210720 Emergency Fuel System Repair	\$1,223.00	
34118	7/7/2021	14493	THE YORK WATER COMPANY		\$78.10	O
				7721 Water: Svc 5/24/21-6/22/21	\$78.10	
34119	7/7/2021	14622	WILLIAMS SCOTSMAN, INC.		\$532.50	O
				9010880194 STP: July 2021 Office Trailer	\$532.50	
34120	7/7/2021	1042	YORK/ADAMS TAX BUREAU		\$2,980.13	O
				7721 2nd Qtr 2021: Local Tax Withheld	\$2,980.13	
34121	7/21/2021	17718	AC&T CO, INC.		\$289.79	O
				6282021B02 MS: Propane: June 2021	\$35.98	
				6282021B01 MS: Propane: June 2021	\$35.98	
				1897399 MS: Propane: July 2021	\$112.51	
				1897371 MS: Propane: July 2021	\$105.32	
34122	7/21/2021	10	ADAMS COUNTY AUTO SUPPLY, INC.		\$38.52	O
				211858 Wheel Weights	\$38.52	
34123	7/21/2021	15	ADAMS COUNTY LIBRARY SYSTEM		\$5,628.00	O
				120417 2021 Contribution	\$5,628.00	
34124	7/21/2021	22	ADAMS ELECTRIC COOPERATIVE, IN		\$4,650.56	O
				4800-721 MS Bldg: Svc 5/31/21-6/30/21	\$44.92	
				8400-721 Jacks Mtn. Rd: Svc 5/31/21-6/30/21	\$41.69	
				1500-721 Street Lights	\$1,681.25	
				4700-721 Boro Office: Svc 5/31/21-6/29/21	\$798.63	



# Check Register with Invoices

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
				4704-721 STP: Sanders Rd. Pump Station: Svc 5/31/21-6/30/21	\$1,677.76	
				4200-721 Ski Run Trl: Svc 5/30/21-6/30/21	\$81.96	
				3000-721 STP: Country Club Trl Pump Station: Svc 5/31/21-6/	\$129.55	
				4500-721 Trout Run Trl: Svc 5/30/21-6/30/21	\$120.13	
				1701-721 Pavilion: Svc 5/31/21-6/30/21	\$74.67	
<b>34125</b>	<b>7/21/2021</b>	<b>37</b>	<b>AQUATIC ENVIRONMENT CONSULTANT</b>		<b>\$1,618.00</b>	<b>O</b>
				41066-1 Lake Kay: Payment D	\$1,022.00	
				41066 Lake Carroll: Payment D	\$596.00	
<b>34126</b>	<b>7/21/2021</b>	<b>14668</b>	<b>[REDACTED]</b>		<b>\$212.96</b>	<b>O</b>
				71621 2021 Medical Deductible Reimbursement	\$212.96	
<b>34127</b>	<b>7/21/2021</b>	<b>14391</b>	<b>CAPITAL REGION WATER</b>		<b>\$50.00</b>	<b>O</b>
				71621 2021 Sludge Permit	\$50.00	
<b>34128</b>	<b>7/21/2021</b>	<b>1191</b>	<b>COMCAST CABLE</b>		<b>\$1,062.10</b>	<b>O</b>
				125942722-2 STP: 119A Sanders Rd: Svc 7/1/21-7/31/21	\$62.79	
				22989-721 Internet Fees	\$275.49	
				22005-721 STP: 119A Sanders Rd: Svc 7/13/21-8/12/21	\$51.41	
				125942722-4 Boro Office: Svc 7/1/21-7/31/21	\$222.90	
				125942722 PL: Svc 7/1/21-7/31/21	\$282.00	
				125942722-1 Zoning: Svc 7/1/21-7/31/21	\$47.00	
				125942722-3 14 Ranch Trl: Svc 7/1/21-7/31/21	\$120.51	
<b>34129</b>	<b>7/21/2021</b>	<b>83</b>	<b>COMMONWEALTH OF PENNSYLVANIA</b>		<b>\$100.00</b>	<b>O</b>
				71621 Operator Certification	\$100.00	
<b>34130</b>	<b>7/21/2021</b>	<b>852</b>	<b>FAIRFIELD MUNICIPAL AUTHORITY</b>		<b>\$25.00</b>	<b>O</b>
				71621 2nd Qtr 2021: Hydrant Fee	\$25.00	
<b>34131</b>	<b>7/21/2021</b>	<b>356</b>	<b>GETTYSBURG TIMES</b>		<b>\$67.40</b>	<b>O</b>
				40347 Legal Ad: Special Council Meeting	\$37.80	
				40346 Legal Ad: Finance Committee Meeting	\$29.60	
<b>34132</b>	<b>7/21/2021</b>	<b>1156</b>	<b>KAREN HEFLIN, RECORDER</b>		<b>\$18.50</b>	<b>O</b>
				71621 Filing Fee: Strm. Wtr. Agreement: 39 Mountain View	\$18.50	
<b>34133</b>	<b>7/21/2021</b>	<b>825</b>	<b>KPI TECHNOLOGY</b>		<b>\$11,413.14</b>	<b>O</b>
				8622-1 SEO Services	\$1,250.78	
				8637 SEO Services	\$9,305.86	
				8622 Cortner Pavilion Remodel	\$856.50	

# Check Register with Invoices

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34134	7/21/2021	14322	LEXIS NEXIS - MATTHEW BENDER		\$77.00	O
			99413354 2021 PA Crimes Code		\$77.00	
34135	7/21/2021	17717	LINK COMPUTER CORPORATION		\$239.40	O
			45166 Antivirus		\$239.40	
34136	7/21/2021	14678	PA MUNICIPAL CODE ALLIANCE, IN		\$450.00	O
			33982 Inspection Services: Jan-June 2021		\$450.00	
34137	7/21/2021	975	PA MUNICIPAL HEALTH INSURANCE		\$32,514.30	O
			71621 August 2021: Major Medical, Dental, Vision		\$32,514.30	
34138	7/21/2021	241	PA MUNICIPAL RETIREMENT SYSTEM		\$5,748.20	O
			72121-1 2nd Qtrl 2021: Police Pension Contribution		\$1,831.23	
			72121 2nd Qtrl 2021: Pension Contribution		\$3,896.97	
			71621 Enrollment Fee: Brad Sanders		\$20.00	
34139	7/21/2021	244	PA UC FUND		\$112.32	O
			71621 2021 2nd Qtr UC Pmt		\$112.32	
34140	7/21/2021	17721	PETRUS HOLDINGS INC.		\$2,739.14	O
			71621 Refund of 2020 Borough Taxes		\$1,369.57	
			71621-1 Refund of 2021 Borough Taxes		\$1,369.57	
34141	7/21/2021	269	PSAB		\$112.50	O
			28523 Training		\$112.50	
34142	7/21/2021	270	PSAB U/C PLAN		\$134.34	O
			71621 2nd Qtr 2021 Payment		\$134.34	
34143	7/21/2021	14584	READYREFRESH BY NESTLE		\$16.49	O
			0781-721 STP: Water: June 2021		\$9.99	
			0191-721 MS: Water: June 2021		\$6.50	
34144	7/21/2021	702	RENTALS UNLIMITED, INC.		\$761.80	O
			2176959-0002 Light Towers & Generator for J4		\$761.80	
34145	7/21/2021	286	[REDACTED]		\$642.18	O
			71921 2021 Medical Deductible Reimbursement		\$642.18	
34146	7/21/2021	1005	SECURITY BENEFIT GROUP		\$2,125.75	O
			72021 Deferred Comp: Payroll dated 7/20/21		\$2,125.75	

# Check Register with Invoices

Borough of Carroll Valley

03-Aug-21

From: 01-Jul-21 To: 31-Jul-21

Check No	Check Date	VendorNo	Vendor	Invoice	Check Amount	Status
34147	7/21/2021	14531	SIEMENS INDUSTRY, INC		\$1,080.00	O
			5446544168 Fire Monitoring: 5/1/21-4/30/22		\$1,080.00	
34148	7/21/2021	1239	SPRINT		\$137.96	O
			561653790-146 PL: Connection Card Data Plan: Svc 7/1/21-7/31/21		\$137.96	
34149	7/21/2021	14232	TALLEY PETROLEUM ENTERPR		\$2,586.73	O
			71621 Fuel & Diesel Fuel: June 2021		\$2,586.73	
34150	7/21/2021	17719	TOSHIBA AMERICA BUSINESS SOLUT		\$3.83	O
			5426385 Extra Copies		\$3.83	
34151	7/21/2021	17713	TOSHIBA FINANCIAL SERVICES		\$294.29	O
			447447236 July 2021: Copier Lease		\$294.29	
34152	7/21/2021	14207	WEST PENN POWER		\$2,346.51	O
			218-721 Street Lights		\$2,081.87	
			872-721 14 Ranch Trl: Svc 6/2/21-6/30/21		\$197.34	
			822-721 Green Trl: Svc 6/2/21-6/30/21		\$7.82	
			294-721 14 Ranch Trl: Barn: Svc 6/2/21-6/30/21		\$48.69	
			594-721 Ranch Trl: Svc 6/2/21-6/30/21		\$10.79	
<b>Bank Total:</b>					<b>\$102,030.67</b>	

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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** DUCK SIGNS  
**DATE:** 8/6/2021  
**CC:** GAYLE MARTHERS

---

I received a request from a resident, Kristine Novotny, 64 Ski Run Trail, to install Duck Warning Signs on Ski Run Trail approaching Lake Kay in both directions. Ms. Novotny states that Duck and Geese roadkill has become an increasing problem.

The total cost for 2 signs is \$300.14, plus manhours totaling \$336, for a total cost of \$636.14 to install 2 Duck Warning Signs.



# U.S. MUNICIPAL

SERVING THOSE WHO SERVE THE PUBLIC

## QUOTATION

10583 RAYSTOWN ROAD  
HUNTINGDON, PA 16652

Ph: 814-627-4671

**Bill To:**

CARROLL VALLEY BORO ADAMS CO  
5685 FAIRFIELD ROAD  
FAIRFIELD, PA 17320

717-642-8269

**Ship To:**

CARROLL VALLEY BORO ADAMS CO  
14 RANCH TRAIL  
FAIRFIELD, PA 17320

Order Number	
1170081	
Order Date	Page
7/26/2021 08:12:08	1 of 1

Quote Expires On 8/25/2021

Customer ID: 17029

PO Number					Ship Route	Taker			
					60000	SAR			
Quantities					Item ID Item Description	Pricing UOM	Unit Price	Extended Price	
Ordered	Allocated	Remaining	UOM Unit Size	Disp.		Unit Size			
2.000	0.000	2.000	EA	1.0	PADOT CUSTOM SIGN 30X30 H/I 2 LINE DUCK CROSSING 30X30 BLACK ON YELLOW WITH BORDER HI/INT W11-26	EA	66.000	132.00	
2.000	0.000	2.000	KIT	1.0	POSTSF10FT2.00IN14GA36IN POST SF 10 FT 2.00 IN 14 GA 36 IN 2.25 SQUARE FIT POST ASSEMBLY - SF 10 FT 2.00 IN 14 GA UPRIGHT 36 IN 2.25 IN 12 GA STD BASE WITH LARGE CORNER BOLT AND 5/16 IN FLANGE NUT	KIT	59.070	118.14	

Total Lines: 2

**SUB-TOTAL:** 250.14

**TAX:** 0.00

**FREIGHT:** 50.00

**AMOUNT DUE:** 300.14

U.S. Dollars

**This is not an Invoice  
Do Not Pay**

**GENERAL INFORMATION:** ALL PROBLEMS OR  
DISCREPANCIES MUST BE REPORTED WITHIN 7 DAYS  
OF RECEIPT OF THIS ORDER.

**RETURN INFORMATION:** 15% RESTOCKING CHARGE  
ON RETURNED ITEMS. AUTHORIZATION NUMBER IS  
REQUIRED TO RETURN ANY ITEM. ITEMS MUST BE  
RETURNED WITHIN 30 DAYS FROM RECEIPT.

## Carroll Valley Borough Municipal Services

**To:** Dave Hazlett  
**From:** Brad Sanders  
**cc:** Carroll Valley Borough Council  
**Date:** 08/05/2021  
**Re:** Geotab Vehicle GPS and Monitoring

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### **Purpose:**

The purpose of this memo is to outline the information on GEOTAB GPS vehicle tracking and monitoring for all Borough Vehicles and selected Heavy Equipment.

### **Summary:**

GEOTAB Vehicle GPS Tracking and Monitoring will allow the Carroll Valley vehicles to be accounted for at all times and add accountability to the operators' driving habits. This is also a useful tool for mechanical data collection. Please see the benefits in the detailed discussion of this communication.

### **Discussion:**

The GEOTAB specific Vehicle GPS Tracking and Monitoring system has been in operation since 2000. This system is being used by large commercial fleets throughout the country as well as PennDOT.

The GEOTAB system will allow our (Carroll Valley Borough) vehicles to be tracked as they are out on our streets performing daily duties such as road work, police patrols and snow removal and in the worst-case scenario theft, in "real time". Not all systems have real time capabilities. All information collected is stored and available at any time This system can and will monitor the idle time, engine data, ground speed, hard accelerations, hard braking, and harsh cornering. Having the ability to view the historical data is a useful tool to coach drivers to practice better driving habits and reduce fuel consumption and repairs.

Drivers will complete DVIR (driver vehicle inspection reports) and "sign on" to the vehicle prior to operation for the day and this will be repeated at the end of shift to "clear" the vehicle for

the next driver or day of operation. This will eliminate the paper forms currently being used and will be stored electronically.

This system can monitor maintenance intervals from the vehicle mileage or by date ranges to be set by an authorized user. Email alerts can be sent to management when a vehicle is due for preventative maintenance, state inspections, tire rotations or other routine services.

The tracking data can be seen by authorized users through the internet with credentials. Remote viewing can be done through any cellular device or computer. No special equipment is needed for users only a cellular device with the Application Downloaded onto that device. Secure access to the information would be managed through the use of individual login identification and password protected.

Carroll Valley Borough is eligible for State contract pricing. I joined an online meeting with the supplier and received the following pricing on 08-04-2021. Initial cost of the hardware to be installed in the vehicles will be \$1105.00 which will cover eleven (11) Municipal Services vehicles, one (1) Code Enforcement vehicle, one (1) Sewer Treatment Plant vehicle, five (5) police vehicles and two (2) Municipal Services pieces of heavy equipment. Monitoring as outlined will cost \$17.50 per vehicle/per month for a total monthly expense of \$332.50. I am proposing to cover this expense with funds remaining in account 01-432-245 for the 2021 budget year. The recurring monthly fees for the GEOTAB system will be allocated to the appropriate department in the 2022 budget as determined by the vehicle or equipment assigned to that department.

Respectfully Submitted,

*Brad A. Sanders*

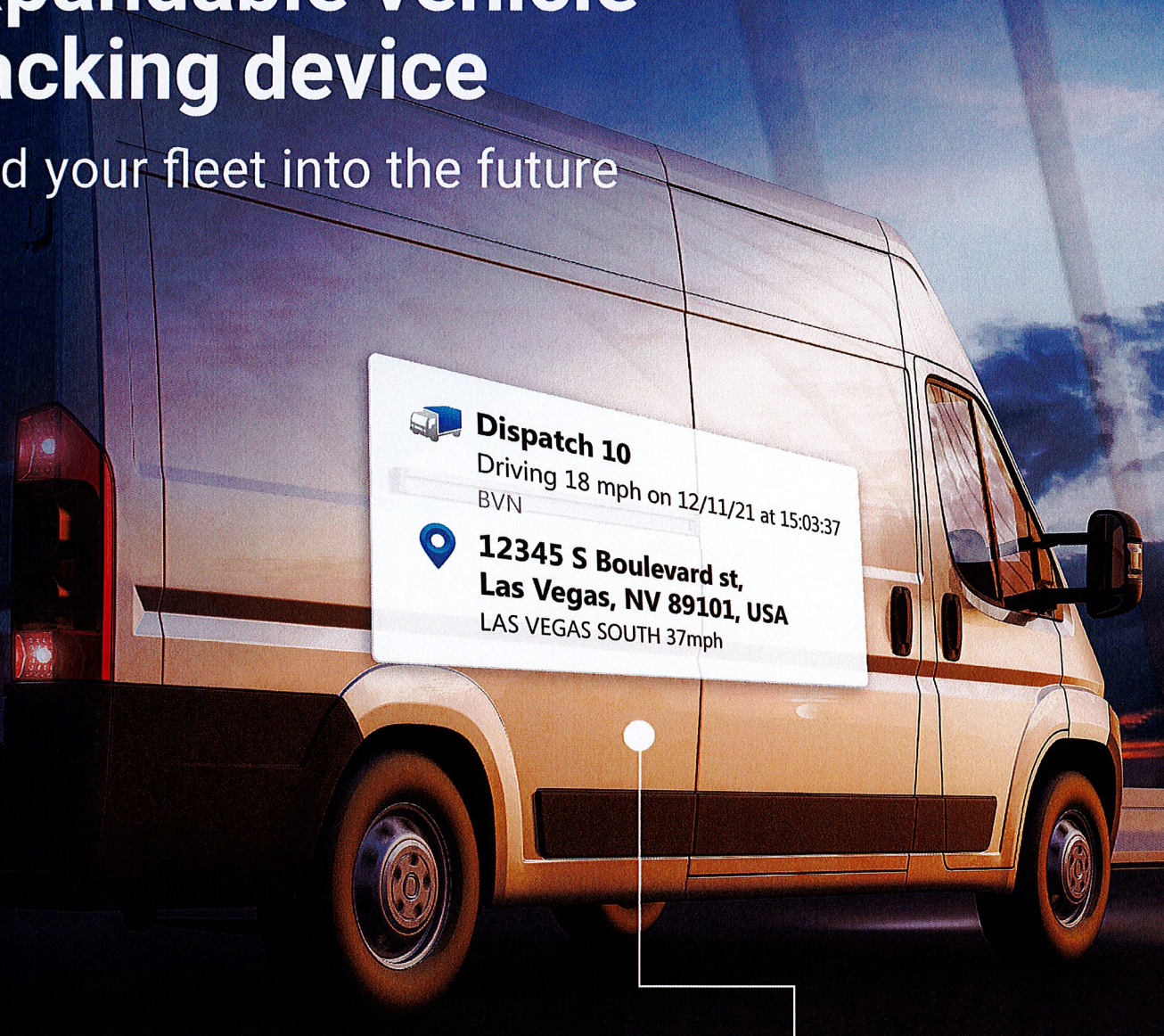
Brad A. Sanders,

MS Supervisor

# GO<sup>9</sup>

## Expandable vehicle tracking device

Lead your fleet into the future



**Dispatch 10**

Driving 18 mph on 12/11/21 at 15:03:37  
BVN



**12345 S Boulevard st,  
Las Vegas, NV 89101, USA**  
LAS VEGAS SOUTH 37mph

The next generation fleet tracking device from Geotab is built to support your fleet now and as it grows. Connect to the platform that helps you reduce fleet costs, increase productivity and efficiency, improve safety, and strengthen compliance.



# GEOTAB<sup>®</sup>



## Geotab GO9 — The evolution of fleet tracking

Automate. Integrate. Innovate. The Geotab GO9 is redesigned from the ground up and built to support the needs of your fleet now and into the future.

### Near-real-time vehicle data

Get rich, accurate data on location, vehicle health, driving behavior and much more.

### Intelligent in-vehicle driver coaching

Improve driving habits with in-vehicle feedback. Set up rules to reduce unwanted driving behaviors like speeding, idling, or not wearing a seat belt. Advance driver safety further by adding a buzzer or Geotab GO TALK for in-vehicle verbal coaching.

### Breakthrough collision detection and notification

Collision alerts keep you in the know and provide a detailed summary of events. Detection of a suspected accident will prompt the automatic upload of detailed data from the device to allow for forensic reconstruction of the event.

### End-to-end cybersecurity

Geotab platform security provides end-to-end data protection. Security methods include authentication, encryption, message integrity verification, unique ID and non-static security keys, over-the-air updates that use digitally-signed firmware to verify that updates come from a trusted source. Device security features are implemented using a FIPS 140-2 validated cryptographic module. Certificate #3371.

### Over-the-air updates

New updates and improvements are sent to your device seamlessly. The GO9 permits over-the-air initial provisioning and firmware updates for the device, GPS (GO9-only), and select cellular modems (LTE only).

### Compact, durable design

The small but mighty GO9 is housed in flame retardant black ABS.

### LTE connectivity

Communication on the LTE network delivers speed where you need it and longevity for peace of mind. LTE connectivity is available on select products.

### Device expandability via IOX Technology

The IOX port lets you get even more from your device. Integrate with third-party providers that suit your needs. Add on hardware for Driver ID, hours of service (HOS), temperature tracking, asset tracking, satellite communication and more.

### Engine and battery health assessments

Extract valuable information on vehicle health and status: Record VIN, odometer, engine faults, seat belt and more.

### Built-in auto-calibrating accelerometer and gyroscope

Measure precise vehicle movements such as harsh braking and acceleration with the high quality accelerometer and newly added gyroscope.



# Geotab GO9 highlights

## GO9 hardware innovations

- + The device code space provides the capacity for further native vehicle support and more features — such as the improved fuel usage support that determines the engine size based on the VIN (vehicle identification number).
- + The accelerometer — analyzing the X, Y, and Z axis — is enhanced with the addition of a gyroscope — which analyzes the angular velocity (such as spinouts during accidents or harsh driving) — to provide enhanced data for accident detection and examination.
- + Updated GPS module to a GNSS (Global Navigation Satellite System) module offering both GPS and GLONASS support. This new module provides improved latch times (time-to-first-fix) and enhanced location data accuracy.

## Updates made easy

- + OTA (over-the-air) updates include device, GPS, and select cellular modems (LTE only).
- + The latest firmware and configuration are applied at time of installation for enhanced privacy, security, and reliability.

## The most powerful GO device ever

Upgrade to the next generation of GPS vehicle tracking devices. With a 32-bit processor, more memory and more RAM, the Geotab GO9 is the most powerful GO device ever.

See support documents for full technical specifications.

## Develop, build, integrate

Automating tasks and integrating telematics data with your other business systems is easy with the Geotab SDK (Software Development Kit). Explore the Geotab Marketplace to find hundreds of integrated third-party solutions.

**my**GEOTAB™

GEOTAB. | Marketplace

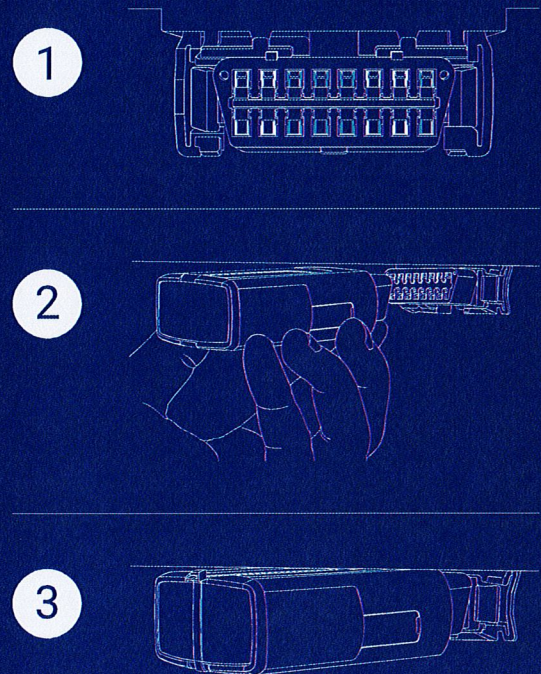
 MyGeotab SDK

You must select the correct Geotab hardware suitable for your specific installation environment and vehicle use. For installations where exposure to the elements (e.g., liquids, dust, or interior wet cleaning/powerwash) is anticipated, select the GO RUGGED device (GR8 & GR9 are IP67 & IP68 rated, respectively). For additional information regarding environmental contaminants, see the applicable installation instructions in the Important Safety Information & Limitations of Use document.

## Simple installation

Simply plug the GO9 directly into your vehicle's OBD II port or with an adapter where needed. No antenna or wire-splicing required. The device auto-calibrates to accommodate for installation in any orientation. See installation sheet for full details.

## It's as easy as 1-2-3



**GEOTAB**®

[www.geotab.com](http://www.geotab.com)

[testdrive@geotab.com](mailto:testdrive@geotab.com)

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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** 457 PLAN CHANGE  
**DATE:** 8/6/2021  
**CC:** GAYLE MARTHERS

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Employees who participate in the 457 reviewed the attached proposal and agreed unanimously that we should make this move. Therefore, I recommend the following action by council:

"A motion and affirmative vote authorizing entry into the Retirement Plan Advisory Agreement with this provider, and authorizing the appropriate Borough officials to sign."

**Update Existing Plan Agreement**

**Plan ID No.** \_\_\_\_\_

**Retirement Plan Provider Name:** Empower Retirement

(e.g. NFS, Pershing, John Hancock, Nationwide, AmericanFunds, etc.)

Plan meets the requirements for qualification under Internal Revenue Code Section ("IRC"): 457(b)

**RETIREMENT PLAN ADVISORY AGREEMENT**  
(For use with Discretionary Advisory Plans)

This Retirement Plan Advisory Agreement ("Agreement") describes the services, as identified and selected in Schedule A attached hereto and incorporated by reference herein ("Services"), to be provided by the registered investment advisor firm identified in the New Account Form ("Advisor") and its Investment Advisor Representative ("IAR") as each are identified on the signature pages of this Agreement.

Services under this Agreement are provided on behalf of the "Employer" to the "Plan," as each of those parties are identified above and on the signature page of this Agreement. The sponsor of the Plan ("Plan Sponsor") or an authorized delegate thereof is identified on the signature page of this Agreement and has the authority to execute this Agreement on behalf of the Plan and to commit the Plan to the terms and conditions of this Agreement.

This Agreement is effective 9/01/2021 (the "Effective Date").

**1. Services**

The Plan Sponsor authorizes and engages Advisor and IAR to provide to the Plan those selected Services described in Schedule A to this Agreement. Advisor and IAR will perform the Services selected by the Plan Sponsor from the above-referenced Effective Date on an ongoing basis until the Agreement is amended or terminated pursuant to Section 7 herein.

**2. Selection and Implementation**

- (a) **Plan Sponsor Authority for Final Decisions for Non-Discretionary Fiduciary Services.** The Plan Sponsor acknowledges that it has retained and will exercise sole and final decision making authority and responsibility both for the approval of the Plan's Investment Policy Statement and for the selection and maintenance of investment alternatives available to the Plan, as well as for the implementation and execution of any investment plan, advice or strategy resulting from those Non-Discretionary Advisory Services selected and described in Schedule A to this Agreement.

**Advisor Authority for Final Decisions for Discretionary Advisory Services.** The Advisor and its IAR acknowledge that Advisor and its IAR have authority and responsibility for those Discretionary Advisory Services as described in Schedule A to this Agreement.

**Information from Third Parties.** Certain information provided by Advisor and its IAR pursuant to this Agreement will include information obtained from independent third-party sources that Advisor and/or the IAR deems reliable, but for which Advisor and the IAR are under no obligation to independently verify. The Plan Sponsor acknowledges that Advisor and the IAR may rely on such third-party information while providing services under this Agreement and that Advisor and IAR shall have no liability for the accuracy or consistency of such information or for any loss caused thereby.

- (b) **Disclaimer** Advisor and its IAR will use reasonable care, consistent with industry practice, in providing services under this Agreement. However, the prior performance of any investment including but not limited to investment strategy, investment policy, model portfolio, asset class or individual investment security may not be indicative of its future performance. Advisor and its IAR do not and cannot guarantee the future performance or profitability of any investment or strategy, including but not limited to the aforementioned items. Investment principal value may fluctuate with market conditions and the Plan may lose money. The Plan investments are subject to various market, business, economic and political risks and may result in monetary loss.

Advisor and its IAR will not be liable for any loss caused by:

- i. any Service provided under this Agreement through any action or inaction in accordance with applicable laws;
  - ii. following the Plan Sponsor or Employer instructions in good faith; or
  - iii. any other person, (not engaged directly by Advisor), who provides services directly or indirectly to the Plan. This does not waive rights under federal and state securities laws that may impose liability in some circumstances on persons acting in good faith. Except for those expressed warranties contained in this Agreement, Advisor and its IAR do not make any other warranties, express or implied, for any purpose.
- (c) **Information from the Plan Sponsor.** Advisor and its IAR rely on information about the Plan, its participants and beneficiaries provided by the Plan Sponsor, and shall have no liability for any loss caused by errors in such information. The Plan Sponsor agrees to provide the Advisor and its IAR with all material and pertinent information regarding investment objectives, risk tolerance, asset allocation and the historical performance of the Plan's current and prior investments, income and liquidity requirements as well as any other relevant matters that Advisor and/or the IAR may request from time to time. The Plan Sponsor understands that Advisor and the IAR will rely on the information without further verification and represents that such information is true, accurate and complete as of the date provided. The Plan Sponsor agrees to promptly notify the IAR of any material changes in the financial condition, risk tolerance, needs or objectives of the Plan.

**Authority to Receive Information from Third Parties.** In order to facilitate the Advisor and its IAR's monitoring and reporting of Plan and investment fund performance, Advisor and IAR are hereby authorized by the Plan Sponsor to obtain all information from service providers, investment managers, the Plan's trustee and Plan's administrator as Advisor and/or the IAR may reasonably require.

The Plan Sponsor hereby authorizes plan custodian, product vendor, trustee or any third party responsible for any aspect of plan operations to promptly release such information to Advisor and the IAR immediately upon request by Advisor or the IAR. Advisor and the IAR shall not be under any obligation to verify any information obtained from the Plan or its agents and may rely upon such information in performing their services.

### **3. Compensation**

- (a) **Fees.** Advisor and/or IAR will charge the fees and may receive compensation as described in Schedule B, attached hereto and incorporated by reference herein, for the Services described and selected in Schedule A of this Agreement. All Advisor or IAR charged fees for the Services shall either be deducted from the Plan's account or paid by the Plan Sponsor or Plan within 30 days of receipt of notice. Any fees that remain unpaid for 30 days after receipt of notice may be charged to the Plan.
- (b) **Other.** Plan Sponsor acknowledges that the Plan may incur other fees and expenses, including but not limited to investment-related expenses imposed by other service providers not affiliated with Advisor or IAR and other fees and expenses charged by the Plan's custodian, third-party administrator, and/or recordkeeper. Advisor and IAR make no representations about any costs or expenses associated with the services provided by any third parties.

In addition to the compensation for Services provided under this Agreement, Plan assets invested in investment products (e.g. mutual funds, group variable annuities and/or other retirement plan investment vehicles) bear the operating expenses of and cost of investing in those products which may include sales charges or redemption fees. Those expenses are detailed in the product's prospectus, contract or related disclosure documents which will be provided to Plan Sponsor. Based on the selected Services (as indicated on Schedule A), Advisor may suggest as a Non-Discretionary Fiduciary Service, or select or allocate on a Discretionary Fiduciary basis, Plan assets to investments subject to these fees or costs. Should the Plan incur such fees or costs as a result of the Services provided hereunder, the Plan Sponsor acknowledges on behalf of the Plan and its participants and beneficiaries that these fees or costs will be assessed on the purchase, or deducted from redemption proceeds, in accordance with the conditions set forth in the investment product's prospectus, contract or related disclosure documents of the particular investment bought or sold for the Plan.

### **4. Representations and Warranties of Advisor and the IAR**

Advisor and IAR represent and warrant to the Plan Sponsor that:

- (a) **Authority.** Advisor and IAR have full power, authority and capacity to execute and deliver this Agreement, and this Agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms;
- (b) **Registration.** Advisor is duly registered as an investment adviser under the Investment Advisers Act of 1940 ("Advisers Act");
- (c) **Form ADV.** IAR has delivered to the Plan Sponsor a current copy of Advisor's Form ADV Part 2 and the appropriate Advisor Brochure Supplement. Plan Sponsor may contact IAR for an updated version of the Advisor's Form ADV Part 2 or equivalent brochure and the appropriate Advisor Brochure Supplement or for the website address where such updates may be obtained.
- (d) **Indemnification.** Advisor and IAR shall indemnify and hold harmless the Plan, Employer and Plan Sponsor and its affiliates, and their respective directors, managers, officers, employees, agents and third-party vendors from any liability, loss, damage, action, claim, suit, or expense (including, without limitation, attorneys' fees) suffered by or incurred by any of them resulting from, arising out of or relating to any of the following:

- i. Any breach by Advisor or IAR of covenants or obligations in this Agreement;
- ii. Any breach or inaccuracy of representations or warranties made by Advisor or IAR in this Agreement;
- iii. Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of Advisor or IAR.

## 5. Representations and Warranties of the Plan Sponsor

The Plan Sponsor represents and warrants to Advisor and the IAR that:

- (a) **Authority.** The Plan Sponsor has full power, authority and capacity to execute and deliver this Agreement, on behalf of the Plan, and to commit the Plan to the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid and binding obligation of the Plan Sponsor and the Plan, enforceable in accordance with its terms;
- (b) **ERISA Status.** The Plan is not subject to the provisions of the Employee Retirement Income Security Act of 1974 (“ERISA”) by means of exclusion or exemption;
- (c) **Notice of Changes.** The Plan Sponsor will promptly notify IAR and Advisor of any changes in the Plan that are relevant to this Agreement, and agrees to provide complete, current and accurate information and data concerning the Plan, including any proposed or pending amendments and any other information reasonably requested by Advisor. Advisor shall be entitled to rely fully upon any information or document received from the Plan Sponsor or Employer pursuant to the terms of this Agreement.
- (d) **Fiduciary Insurance.** The Plan Sponsor acknowledges and represents that it will, upon request, provide Advisor or IAR with information regarding any fiduciary liability policy purchased in conjunction with the Plan including whether the policy covers Advisor and its IAR in a co-fiduciary capacity. The Plan Sponsor further acknowledges that Advisor and/or IAR reserve the right, to purchase and maintain fiduciary liability insurance to cover Advisor and IAR.
- (e) **Certification of Investment Powers.** The Plan Sponsor certifies that Advisor and IAR are authorized to accept orders and any other instructions from the Plan Sponsor relative to the Plan and any Plan account established in conjunction with this Agreement. The Plan Sponsor understands that all orders and transactions will be governed by the terms and conditions of all other account agreements applicable to any account established in conjunction with this Agreement. In addition to any indemnification provided in section 5.(k) of this Agreement, Plan Sponsor also indemnifies and holds Advisor and IAR harmless from any claim, loss, expense or other liability that may arise as a result of Advisor and IAR acting upon any instruction or effecting any transaction at the instruction of Plan Sponsor.
- (f) **Investment Restrictions.** The Plan Sponsor will advise Advisor and its IAR of any specific investment restrictions applicable to the Plan and give Advisor and its IAR prompt written notice of any investments that the Plan Sponsor or any other co-fiduciary of the Plan deems to be in violation of such restrictions.
- (g) **Internal Revenue Code Qualification.** The Plan meets the requirements for qualification under the relevant section of the Internal Revenue Code of 1986, as amended (the “IRC”) as described on the first page of this Agreement. Employers who sponsor retirement plans are not required to apply for a determination letter from the Internal Revenue Service.

Requesting and receiving a favorable determination letter provides the employer with reliance that the plan is qualified as described herein. This provides the employer with additional assurance that the deduction for contributions is allowable. The Plan and Plan Sponsor have either obtained a favorable determination letter from the Internal Revenue Service for such qualification, a copy of which will be provided to Advisor upon request, or certify that the Plan is qualified under the IRC section referenced on page 1 of this Agreement. The Plan Sponsor will inform Advisor and its IAR immediately if the Plan should fail to continue to meet such qualification requirements on an ongoing basis.

- (h) **Disclosure Documents.** The Plan Sponsor has received and reviewed on behalf of itself and the Plan a copy of Advisor's Disclosure Brochure and/or its Form ADV Part 2 consistent with Rule 204-3 of the Advisers Act. The Plan Sponsor also acknowledges having received Advisor and IAR's disclosure documents, including the Disclosure of Compensation attached hereto as Schedule B, in advance of executing this Agreement or any other documents executed to establish a Plan account or for the provision of the Services contemplated under this Agreement. Such documents, in addition to the Services, fees, and other compensation disclosure information attached, or to which the Plan Sponsor may be directed, are hereby incorporated by reference and made part of this Agreement. The Plan Sponsor also acknowledges receipt of Advisor's Privacy Policy Notice.
- (i) **Other Investments.** If employer securities are an investment under the Plan, no employee subject to Rule 144 of the Securities Act of 1933, as amended, or Section 16 of the Securities Exchange Act of 1934, as amended, shall be eligible to receive Services under this Agreement. Notwithstanding any other provision of this Agreement, if employer stock is held by or offered as an investment option under the Plan, or if Plan participants may invest the assets in their accounts through a brokerage window, a mutual fund window or other similar arrangement, or if any investments are illiquid in nature, Advisor and IAR shall have no authority, responsibility, or act in any fiduciary capacity, with respect thereto.
- (j) **Fiduciary Review.** The Plan Sponsor, on behalf of itself and the Plan, has been provided all the information necessary to evaluate Advisor, IAR, Services, fees, compensation and other factors necessary to consider regarding this Agreement and the Services provided hereunder. The Plan Sponsor, on behalf of itself and the Plan has further determined that entering into this Agreement is in the best interests of the Plan and its participants, that it is necessary for the operation of the Plan, and that it is not paying more than reasonable compensation for Services provided.
- (k) **Indemnification.** The Plan Sponsor shall indemnify and hold Advisor and IAR harmless in the event that Advisor or IAR incurs any liability, loss, claim, suit, or expense (including, without limitation, attorneys' fees) arising out of, or in connection with the following:
  - i. Any breach by Plan Sponsor of covenants or obligations in this Agreement;
  - ii. Any breach or inaccuracy of representations or warranties made by Plan Sponsor in this Agreement, including but not limited to Plan Sponsor's representation that the Plan is not subject to the provisions of ERISA;
  - iii. Any breach of fiduciary duty of Plan Sponsor, Employer, or any other Plan Fiduciary;
  - iv. Investments involving employer stock, illiquid investments, or open brokerage accounts;
  - v. Reasonable reliance on information provided to Advisor or IAR in connection with discharging its obligations under this Agreement;



- vi. Any negligence, willful misconduct, bad faith or reckless disregard of its obligations under this Agreement on the part of the Plan Sponsor, Employer or Plan;
- vii. Acts or failures to act in connection with the Plan over which Advisor or IAR has no authority, obligations or responsibility.

## 6. Standards of Care

- (a) **Errors and Irregularities.** With regard to the Plan, its establishment, administration, compliance and other service providers, Advisor and IAR shall make best efforts to inform the Plan Sponsor of any material errors or irregularities that come to their attention and for which they have actual knowledge during the reasonable course of fulfilling their obligations under this Agreement. However, the Plan Sponsor cannot rely on the engagement herein to disclose errors, irregularities, prohibited transactions, unrelated business income, or illegal acts, including fraud or misappropriation of funds that may exist.
- (b) **Legal Matters.** Advisor and IAR will use their best judgment in performing Services in accordance with professional standards and ethics. If the Plan Sponsor desires a legal opinion before choosing among alternative positions, then legal counsel should be separately retained by the Plan Sponsor at its expense for this purpose. If the Department of Labor or the Internal Revenue Service or any other regulatory authority should later contest the position taken, there may be liability including but not limited to an assessment of taxes, interest, and/or penalties. It is understood that neither Advisor nor IAR assumes liability for any such liability, taxes, penalties or interest resulting from Advisor and/or IAR following the direction of the Plan Sponsor (or their respective legal counsel), Plan Participants, or beneficiaries;
- (c) **Other Services.** Advisor and IAR shall not provide, nor be deemed to be providing, any services to the Plan Sponsor or the Plan other than those services expressly agreed to in this Agreement;
- (d) **Outside Vendors.** The Plan Sponsor authorizes Advisor to utilize outside vendors or professional resources in order for Advisor to provide Services under this Agreement. The Plan Sponsor further authorizes Advisor to release the Plan Sponsor's information to these resources in order for Advisor to fulfill the terms of this Agreement;
- (e) **Third-Party Service Providers.** Neither Advisor nor IAR shall have any responsibility to conduct due diligence on third-party service providers (e.g. third-party administrators) nor shall they have any liability arising from the acts or omissions of such third-party service providers;
- (f) **Proxies.** The Plan Sponsor acknowledges that it retains the right to vote all proxies that are solicited for securities held by the Plan. It is expressly understood that Advisor and IAR are precluded from voting proxies solicited by issuers of such securities. Advisor and IAR are not required to take any action or to provide any advice with respect to the voting of securities in Plan assets;
- (g) **Limitation of Liability.** To the extent not inconsistent with applicable law, Advisor and its directors, officers, members, employees and agents including IAR (collectively, the "Covered Parties") shall not be liable for any losses incurred by the Plan as a result of any actions taken by the Plan, the Plan Sponsor or parties in interest or their delegates. It is

understood that any and all recommendations made by Advisor or IAR constitute an expression of opinion only, prepared on the basis of sources and information believed to be reliable. It is understood that Advisor and IAR shall assume no responsibility hereunder other than to render the Services contemplated herein in good faith and shall not be liable or held accountable for any mistakes of fact made based on third-party information or actions taken by the Plan, the Plan Sponsor and/or any third-party service provider.

## **7. Amendment, Assignment and Termination of Agreement**

- (a) **Amendments.** This Agreement may only be amended with the mutual written consent of the parties hereto.
- (b) **Assignments.** This Agreement may not be assigned by any party without the consent of the other parties, with the exception that, upon notice to the Plan Sponsor, Advisor may assign this Agreement to a different IAR if the IAR (identified in the signature page of this Agreement) is no longer affiliated with Advisor or in other such circumstances in which the IAR is unable or unwilling to provide the Services as identified in this Agreement.
- (c) **Termination. This Agreement may be** terminated by the Plan Sponsor without penalty within five days of the Execution Date. Thereafter, this Agreement may be terminated by Advisor or the Plan Sponsor at any time upon 60 days' prior written notice. Upon termination, Advisor or IAR will deliver a final billing statement for unbilled work performed prior to termination, and the Plan Sponsor will have a period of 30 days within which to deliver payment. Any assignment of this Agreement to a different IAR, under Section 7.(b) above, will not result in the termination of this Agreement.

## **8. Dispute Resolution/Arbitration**

**Nothing in this provision is intended to be waiver of any right of action the Plan and/or Plan Sponsor may have under applicable federal or state securities law, including, but not limited to, the Plan and/or Plan Sponsor's right to bring or to participate in a class action lawsuit or other representative action in any dispute with Advisor and/or IAR under this Agreement. This provision is not enforceable in any state that does not legally allow binding arbitration.**

**The New Account Agreement executed herewith contains a provision which requires that all claims arising out of transactions or activities affecting the Plan are resolved through arbitration.**

The Parties agree that all controversies that may arise between the parties concerning performance or breach of this Agreement, or any other agreement between the parties, whether entered into before, on, or after the date this Agreement is established shall be determined by arbitration before a panel of independent arbitrators set up by the American Arbitration Association or any other industry forum only to the extent such other industry forum is expressly provided as an alternative under the securities law of the Plan's state of residence. If the Plan and/or Plan Sponsor does not notify the other parties in writing of their alternative forum designation within five (5) days after the Plan and/or Plan Sponsor receives a written demand for arbitration, then the Plan and/or Plan Sponsor authorizes Advisor to make such designation on their behalf. The Plan and/or Plan Sponsor understands that judgment upon any arbitration award may be entered in any court of competent jurisdiction.

The Plan and/or Plan Sponsor is aware of the following:

- i. **Arbitration is final and binding on the parties**
- ii. **The parties are waiving their right to seek remedies in court, including the right to a jury trial.**
- iii. **Pre-arbitration discovery is generally more limited than and different from court proceedings.**
- iv. **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- v. **The panel of arbitrators will typically include a minority of arbitrators who were of are affiliated with the securities industry.**

Such forbearance to enforce this arbitration provision shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

#### 9. Miscellaneous

- (a) **Entire Agreement.** This Agreement is in full force and effect as of the date of its execution by all parties, and is the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement supersedes any previously existing contract between Advisor and/or the IAR and the Plan Sponsor that purports to address the subject matter of this Agreement.
- (b) **Governing Law.** Except as otherwise provided by the federal securities laws, the validity, interpretation, enforceability, and performance of this Agreement shall be governed by, and construed in accordance with, the law of the state in which the home office of Advisor resides.
- (c) **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed as original, but all of which taken together shall constitute one and the same instrument.
- (d) **Authorized Signatories.** Each of the individuals whose signature appears below warrants that he or she has full authority to execute this Agreement on behalf of the party on whose behalf he or she has affixed his or her signature to this Agreement.
- (e) **Confidentiality.** The Plan Sponsor, Advisor and the IAR acknowledge that each will learn confidential information about the other in the course of this engagement. Except as required by law, the Plan Sponsor, Advisor and the IAR agree to maintain in strict confidence and for use only with respect to the Plan and the Services to be provided pursuant to this Agreement all confidential information that each learn about the other.
- (f) **Notices.** Notices and reports provided for herein shall be mailed to the address of the parties specified on the signature page hereof. These addresses may be changed by appropriate notice given in accordance with this provision. Any notice required hereunder, but not including any report, summary or statement, confirmation or other usual communication, shall be sent by U.S. mail or overnight courier (postage prepaid) or sent by facsimile transmission (with a hard copy sent by U.S. mail).

- (g) **Headings.** Headings contained in this Agreement are for convenience only and are not intended to limit the terms or change the interpretation of terms stated in this Agreement.
- (h) **Severability.** If any part of this Agreement is found to be invalid or unenforceable, it will not affect the validity or enforceability of the remainder of this Agreement.

## Signature Pages

The Plan, Advisor and IAR have entered into this Agreement as evidenced by their signature below; or, in regard to Advisor, by its acceptance after having received and reviewed the Agreement by such Advisor's Home Office Supervisory personnel.

### PARTIES TO THE AGREEMENT

#### PLAN:

Plan Name: <u>Borough of Carroll Valley 457 Deferred Compensation Plan</u>		
Plan TIN: <u>23-1941394</u>		
Employer: <u>Borough of Carroll Valley</u>		
Employer ID/TIN: <u>23-1941394</u>		
Plan Sponsor: _____	_____	_____
(Signature)	(Date)	Gayle Marthers (Printed Name)
Plan Sponsor: _____	_____	_____
(Signature)	(Date)	David Hazlett (Printed Name)
<u>5685 Fairfield Rd.</u>	<u>Carroll Valley, PA 17320</u>	<u>717-642-8269</u>
(Fiduciary Address)	(City, State, Zip Code)	(Phone)

#### ADVISOR:

#### **Independent Registered Investment Advisor Firm**

Garrett Rohrbaugh  
(Print Name of Independent Registered Investment Advisor Firm)

37 S. 5th St., Gettysburg, PA 17325  
(Print Address, City, State, and Zip Code of Independent Registered Investment Advisor Firm)

#### Investment Advisor Representative:

By: <u>Garrett Rohrbaugh</u>	<u>07/07/2021</u>	<u>Garrett Rohrbaugh</u>
(Signature)	(Date)	(Printed Name)

**Schedule A**  
**Description of Services**

**DISCRETIONARY FIDUCIARY SERVICES**

Discretionary Fiduciary Services to be provided include: (Each Service should be checked either "Yes" or "No." Investment Advisor Representative (IAR) and Plan Sponsor initial each Service to indicate their agreement that such Service is or is not going to be provided)

**Discretionary Investment Manager**

Yes     No    IAR gwr Plan Sponsor \_\_\_\_\_

Plan Sponsor appoints Advisor as an Investment Manager and Advisor acknowledges its status as Investment Manager to the extent it is providing discretionary advisory services under this Agreement. Advisor and IAR may maintain investment portfolio(s) on a discretionary basis, including the investing, rebalancing of assets, changing of the asset allocations, or changing the underlying model portfolios. Advisor and IAR shall exercise this authority in accordance with objectives set forth by the Plan Sponsor as may be amended from time to time and in accordance with any additional written guidelines and/or investment policies provided by Plan Sponsor. Advisor and IAR will communicate their decisions to the Plan Sponsor on a reasonable basis.

**NON-DISCRETIONARY FIDUCIARY SERVICES**

Non-Discretionary Fiduciary Services to be provided include: (Each Service should be checked either "Yes" or "No." Investment Advisor Representative (IAR) and Plan Sponsor initial each Service to indicate their agreement that such Service is or is not going to be provided)

**Plan Review (plan design, operations and documentation)**

Yes     No    IAR gwr Plan Sponsor \_\_\_\_\_

IAR may recommend protocols to help Plan Sponsor establish a Plan Committee to prudently manage and administer the Plan. Plan Sponsor is solely responsible for implementing Plan Committee protocols and for appointing or removing Plan Committee members. IAR may train Plan Committee members regarding fiduciary duties and help coordinate regular meetings. IAR may update Plan Sponsor about current and proposed legislative initiatives. IAR may also help with updates to existing procedures and provide recommendations regarding Plan operation, documentation, and establishing an audit file. IAR may help develop requirements for responding to participants requests and reconcile participant disclosures. IAR will provide fiduciary training as needed, upon request.

**Benchmarking Plan Expenses**

Yes     No    IAR gwr Plan Sponsor \_\_\_\_\_

IAR will meet with the Plan Sponsor and conduct a periodic review of fees and costs charged to Plan by other service providers in order to assist Plan Sponsor in discharging its duty to monitor the reasonableness of fees and costs paid by the Plan.

**Recommendations Regarding Plan's Investment Policy Statement (IPS)**

Yes     No    IAR \_\_\_\_\_ Plan Sponsor \_\_\_\_\_

IAR will review with the Plan Sponsor the investment objectives, risk tolerance and goals of the Plan. If the Plan does not have an IPS, IAR will recommend investment polices to assist the Plan Sponsor to establish an

appropriate IPS. If the Plan has an existing IPS, IAR will review it for consistency with the Plan's objectives. If the IPS does not represent the objectives of the Plan, IAR will recommend, to the Plan Sponsor, revisions that will establish investment policies that are congruent with the Plan's objectives.

### Recommendations Regarding Investments Options and/or Investment Managers

Yes

No

IAR *JWR* Plan Sponsor

Based on the Plan's IPS or other investment guidelines established by the Plan, the IAR may review the investment options available to the Plan and make recommendations to assist the Plan Sponsor. Once the Plan Sponsor approves any model portfolios, DIA's, or QDIA's, the IAR may provide reports, information and recommendations, on a periodic basis, designed to assist the Plan Sponsor to monitor the Plan's investments. If the IPS criteria requires an investment be removed, the IAR may provide information and analysis to assist the Plan Sponsor to evaluate replacement investment alternatives to be included in any model portfolios. Upon reasonable request, the IAR may make recommendations to the Plan Sponsor to rebalance the model portfolios to maintain their desired allocations.

Based on the Plan's IPS or other guidelines established by the Plan, IAR may review the potential investment managers available to the Plan and make recommendations to assist the Plan Sponsor to select one or more investment managers. Once the Plan Sponsor approves the investment manager, the Advisor may provide, on a periodic basis, reports, information and recommendations to assist the Plan Sponsor to monitor the Plan's investment managers. If the IPS criteria require an investment manager to be removed, the IAR may provide information and analysis to assist the Plan Sponsor to evaluate replacement investment managers.

### NON-FIDUCIARY SERVICES

Non-Fiduciary Services to be provided include: (Each Service should be checked either "Yes" or "No." Investment Advisor Representative (IAR) and Plan Sponsor initial each Service to indicate their agreement that such Service is or is not going to be provided.

### Participant Education and Communication

Yes

No

IAR *JWR* Plan Sponsor

IAR will provide or make available such educational and investment related information, materials and software as allowed by rule or regulation without giving rise to fiduciary investment advice status. IAR will conduct periodic group enrollment and education meetings with employees and educational meetings with plan participants and beneficiaries. IAR may provide information and materials that inform the Plan participant, employee or beneficiary, about the benefits of Plan participation, benefits of increasing contributions, the impact of pre-retirement withdrawals, terms of the Plan, or operations of DIA's. IAR may also incorporate interactive investment materials to assist with future retirement income needs and the impact of different asset allocations on retirement income. IAR may also provide retirement readiness consulting which can incorporate third party software to asses a "gap" analysis to determine sufficient retirement income. Additionally, participant education can extend to analyzing Plan expenses and fees. IAR will not render individualized investment advice to Plan participants and will not be held to a fiduciary standard for services rendered hereunder.

### **Schedule B - Investment Advisory Services - Fees, Charges and Compensation**

The following fees, charges and other compensation elements may apply for the Services provided to the Plan and the Plan's account.

#### **FEES & CHARGES**

**Compensation for Services:** An asset-based fee or flat fee paid on a set schedule to cover Services provided to the Plan.

**Asset Based Fee**       **Flat Fee**

Details of the compensation calculation and payment methods are disclosed in the investment product prospectus and/or contract, fee schedule and/or client agreement executed when the Plan's account is established. Your IAR will provide copies of these documents and additional specific details.

**Brokerage Account Transaction Charges:** For brokerage accounts, charges that an account may incur in conjunction with transaction processing to cover expenses incurred by the broker dealer and the brokerage account clearing firm and providing custody and recordkeeping services. Details regarding these potential charges will be provided by your IAR and within the Plan's account opening documents.

**Brokerage Account Charges:** For brokerage accounts, charges that may be applied to cover expenses incurred by the broker dealer and its clearing firms in support of account activities and maintenance. Details regarding these potential charges will be provided by your IAR and within the Plan's account opening documents.





**PROPOSAL**

Borough of Carroll Valley 457(b) Plan

---

July 1, 2021





Proposal For Borough of Carroll Valley 457(b) Plan

This proposal valid until:

10/1/2021

This Proposal was provided at the request of the plan sponsor or the Plan's advisor on behalf of the plan. The fee information provided in this Proposal is based on the assumptions and/or investment options reflected in the Proposal. This Proposal is invalid if the assumptions and/or investment options are inaccurate or change.

**Plan Assumptions July 1, 2021**

Plan Assets:	\$801,756
Annual Contribution:	\$60,000
Plan Participants with a Balance:	16
Total Eligible Employees:	16
Number of Plans:	1
Investment Platform:	Custom NAV
Investment Fiduciary:	None
Mapping Strategy:	Target Date
Default Fund:	Target Date
PEA:	0.50% Annually
Empower Retirement Plan Document	Required

**Fee Summary Fee Paid By**

Annual Plan Maintenance	\$0	Employer
Annual Participant Account Maintenance	\$0	Employer
Asset Based Fee	1.15%	Participant
Installation Fee	Waived	Employer
Weighted Average Net Investment Expense	0.47%	Participant

**Additional Plan Services**

Trustee/Custodial Services: Great-West Trust Trustee & Full Custodian	BEL Restoration: N/A
Compliance Services: N/A	Manual Payroll: N
Auto Enroll: N	Prospectus Fulfillment: N
Fee Levelization: Y	Add'l Participant Notice Delivery: N

For Home Office Use Only		Borough of Carroll Valley 457(b) Plan				Version
Group Account Number:	State Situs:	Product Code:	Quote Date:	RSD Name:	Prepared by:	401(k) Version:
	PA	gvmt-401k	7/1/2021 2:26:15 PM	Gary Mitchell	chrgld	v15.5 6/29/2021 4:00:00 AM



Plan and Participant Fees

Plan Service Fees		
Fee Type	Fee	Paid By
Asset Based Fee	1.15% Annually on All Assets	Deducted from Participant Accounts Quarterly
Participant Account Maintenance	\$0 Per Account Annually	Billed to Plan Sponsor Quarterly
Plan Maintenance	\$0 Annually	Billed to Plan Sponsor Quarterly

*Annual asset based fees will be calculated based upon an average daily balance.*

Participant Transaction Fees		
Fee Type	Fee	Paid By
Participant Distributions	\$50 Per Request	Netted From Distribution
Participant Loan Set Up	\$75 Per Request	Netted From Distribution
Participant Loan Maintenance	\$50 Annually	Deducted From Participant Accounts Quarterly
Hardship Qualification Approval Services	\$75 per request	Netted from Distribution or Participant Account
Beneficiary Distribution Approval Services	\$75 per request	Netted From Distribution
Periodic Payment Setup	\$50 Per Request	Deducted From Participant Accounts
Periodic Payment Maintenance	\$25 Annually	Deducted From Participant Accounts Quarterly
QDRO Approval Services	\$400 Per Request	Netted from Distribution

The above recordkeeping fees will be guaranteed for the initial five (5) year contract term from the Effective Date of the Administrative Services Agreement. Material changes (+/- 10%) from assumptions used in pricing (participants, assets, net flow, asset allocations) could void this guarantee.

The Participant Transaction services above will be provided to the Plan unless the plan sponsor elects otherwise.



Fund Information

Investment Name	Ticker	Gross/Net Expense Ratio	Revenue Sharing Included In Gross/Net Expense Ratio		
			12B-1	Admin	Assets
American Funds American Balanced R6	RLBGX	0.26 / 0.26%	0.00%	0.00%	\$0
BlackRock EAFE Equity Index Fund CL 1	N/A	0.05 / 0.05%	0.00%	0.00%	\$0
BlackRock Equity Index Fund CL 1	N/A	0.02 / 0.02%	0.00%	0.00%	\$0
BlackRock U.S. Debt Index Fd CL 1	N/A	0.04 / 0.04%	0.00%	0.00%	\$0
Core Plus Bond Fund CL R1	N/A	0.29 / 0.29%	0.00%	0.00%	\$0
Fidelity® Mid Cap Index	FSMDX	0.03 / 0.03%	0.00%	0.00%	\$0
Fidelity® Small Cap Index	FSSNX	0.03 / 0.03%	0.00%	0.00%	\$0
flexPATH Stable Value CL R1	N/A	0.20 / 0.20%	0.00%	0.00%	\$0
Large Cap Growth CL R1	N/A	0.29 / 0.29%	0.00%	0.00%	\$0
Large Cap Value Fund CL R1	N/A	0.29 / 0.29%	0.00%	0.00%	\$0
MFS Intl Diversification R6	MDIZX	0.77 / 0.75%	0.00%	0.00%	\$0
PIMCO Income Instl	PIMIX	1.09 / 1.09%	0.00%	0.00%	\$0
Small Cap Growth Fund II Fee Class R1	N/A	0.64 / 0.64%	0.00%	0.00%	\$0
Small Cap Value Fund II CL R1	N/A	0.59 / 0.59%	0.00%	0.00%	\$0
T. Rowe Price Target 2015 I	TTRTX	0.33 / 0.33%	0.00%	0.00%	\$80,172
T. Rowe Price Target 2020 I	TTURX	0.38 / 0.38%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2025 I	TRVVX	0.43 / 0.43%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2030 I	TWRRX	0.46 / 0.46%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2035 I	TPGPX	0.49 / 0.49%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2040 I	TRRX	0.50 / 0.50%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2045 I	TRFWX	0.51 / 0.51%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2050 I	TOORX	0.52 / 0.52%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2055 I	TRPPX	0.52 / 0.52%	0.00%	0.00%	\$80,176
T. Rowe Price Target 2060 I	TTOIX	0.52 / 0.52%	0.00%	0.00%	\$80,176

0.47%

Not all 12b-1 and Admin fees may flow through the Recordkeeper. A third party may be receiving 12b-1 and/or Admin fee(s) directly that are not reflected above.



Payments to Others

Financial Professional Services (Included in Plan Pricing)		
Service Provider	Service	Fee
None		

Other Services (Included in Plan Pricing)			
Service Provider	Service	Service Type	Fee
Borough of Carroll Valley 457(b) Plan	Plan Expense Account	Advisory Services	0.50% Annually

A portion of fees may be credited to a Plan Expense Account (PEA) on a monthly basis to be used to pay plan expenses. The plan sponsor is responsible for determining the appropriate use of amounts credited to the PEA and for directing Empower as to the payment of any plan expenses from the PEA. The above plan fees to be paid from PEA credits is based on information provided to Empower by the plan sponsor or its advisors and is subject to plan sponsor direction. Asset based PEA payments will be calculated based upon an average daily balance. The Plan Sponsor is solely responsible for determining the allocation of any PEA credits remaining after expenses are paid.

The Revenue Credits are funded from Empower's general assets and are being made available as a reduction in the compensation that Empower would otherwise earn in connection with the services it provides to the Plan. No specific funds will be set aside in an account or fund for the Plan's benefit or otherwise segregated for purposes of funding the Revenue Credits, and the Plan has no right, title or interest in any Revenue Credits prior to the time the Revenue Credit is paid to the Plan. No interest will be earned by the Plan or paid on Revenue Credits that are accrued.

Empower will pay Revenue Credits to the Plan on a monthly basis. Revenue Credits shall be determined by multiplying the average daily balance in each of the Plan's investment options for the month by the annual rate (prorated for the month) of fund service fees paid to Empower by the investment option or its affiliates as reflected in the Plan's Plan Fee Disclosure Report (A copy of the Plan's most recent Fee Disclosure Report is available on the Plan Sponsor Website). Plan Sponsor directs Empower to allocate any Revenue Credits to Plan Participant accounts proportionately based on the average daily balance of such accounts in the investment option during the month and to invest such amounts based on the Participant's investment elections with respect to future contributions or, if none, the applicable Plan default fund. Revenue Credits shall be determined and allocated within 45 days after the end of the month.

Trustee/Custodial Services (Included in Plan Pricing)		
Service Provider	Service	Fee
Great-West Trust Company	Trustee & Full Custodian	\$750 Annually



Participant Advice		Opt-In	
Service Provider	Service	Annual Fee	Basis
Advised Assets Group, LLC.	Online Investment Guidance	No Charge	N/A
Advised Assets Group, LLC.	Online Investment Advice	\$0	Per Participant
Advised Assets Group	My Total Retirement Services	0.65% <\$100k 0.55% Next \$150k 0.45% Next \$150k 0.35% >\$400k	My Total Retirement Assets

Online Investment Advice and Managed Accounts services are optional services that are offered by Advised Assets Group, LLC. Each individual participant may elect to enroll in either one of these services. These participant advice fees are only deducted from participant account balances of those that have enrolled in the service.

Plan Sponsor agrees the managed account service fee will be paid for by a Plan Participant unless the following box is selected.

Plan Sponsor Pay



## Disclosures

This document contains estimates of plan expenses and is intended to provide a detailed summary of fees being charged to the plan or its participants to the extent such information is in the Recordkeeper's possession. While it is intended to provide information regarding all material fees, this document may not be comprehensive, and it may not include full information on fees associated with some specially negotiated services or with certain investment options, such as Self-Directed Brokerage Accounts, Life Insurance, Employer Stock, etc. For further fee information, please refer to the relevant service agreements and/or prospectuses, including information that may be needed to comply with Participant Disclosure obligations. As your Recordkeeper, we make no representation as to the completeness or accuracy of materials, such as prospectuses, created and/or provided by a third-party investment provider.

### General

#### **Bank Credit Disclosure:**

Empower Retirement™ (Empower), or one of its affiliates, may earn credits and/or interest on Plan assets awaiting investment or pending distribution. Any credits or interest earned by Empower are aggregated with credits and/or interest earned by Empower and will be used to defray the aggregate expenses for the maintenance of bank accounts. Empower will not retain credits and/or interest earned in excess of such maintenance expenses.

Credits and/or interest are earned from the use of (i) uninvested contributions received too late in the day or not received in good order to be invested same-day and (ii) proceeds from investment option redemptions where Plan distribution checks have not been presented for payment by Plan participants. Credits and/or interest (i) begin to accrue on contributions, on the date such amounts are deposited into the bank account and end on the date such amounts are invested pursuant to Plan participant instructions and (ii) begin to accrue on distributions, on the date the check is written or on the wire date, as applicable and end on the date the check is presented for payment or when the wire clears against the account, as applicable. Earnings of credits and/or interest are at the rate the bank provides from time to time.

#### **Recordkeeping Costs Estimate**

Great-West recordkeeping fees are agreed to with the plan sponsor based on the total value of the relationship with the plan. Great-West may provide recordkeeping fee credits in its sole discretion based on criteria as solely determined by Great-West which may include the plan's use of affiliated and non-affiliated funds or products. Such credits may reduce some or all of the recordkeeping fees that would otherwise be charged by Great-West. The average cost of Great-West recordkeeping services without any reduction or offset is \$120.23 per participant for plans less than \$50 million, \$94.42 per participant for plans between \$50m and \$500m and \$70.13 per participant for plans greater than \$500m.

#### **Prospectus Delivery:**

Employer agrees to accept delivery of prospectuses for the selected investment options through the Plan Sponsor section of the Empower Web site - [www.empower-retirement.com](http://www.empower-retirement.com).

### Fiduciary Disclosures

#### **Advised Assets Group (AAG):**

If Advised Assets Group, LLC provides services to the Plan under an agreement with Plan Sponsor, it may be a fiduciary and Registered Investment Advisor to the Plan to the extent provided in such agreement.

#### **Empower:**

Empower is not acting as a fiduciary for this plan



## Investments

### **Mutual Fund Expense Ratio:**

The Service Provider has entered into agreements with certain funds (or their service providers including advisors, administrators or transfer agents, and underwriters) whereby the Service Provider provides shareholder and/or distribution services and receives compensation from the funds (or their service providers) based on the value of the plan's investment in the funds. This compensation may include fees for administrative and other expenses and/or fees paid under a plan of distribution under SEC Rule 12b-1 ("12b-1 fees"). The fees received by the Service Provider are included in the expense ratio described in the applicable fund's prospectus or similar disclosure document, and reduce the fund's net asset value (NAV). Generally, fees and expenses included in the fund's expense ratio are deducted at regular intervals based on a percentage of the fund's average daily net assets.

### **Redemption Fees:**

Redemption fees are charged by mutual fund companies to discourage investors from making a short-term "round trip" (i.e., a purchase, typically a transfer, followed by a sale within a short period of time). Many mutual fund companies will impose the fee upon the purchase and subsequent sale occurring within a specified time frame. Please refer to your mutual fund prospectuses for specific redemption fee details.

### **Additional Fund Compensation:**

Great-West Life & Annuity Insurance Company receives payments from some investment fund families through the Empowering Fund Partnership Program ("EFPP"). Under the EFPP, fund families receive several services based on the EFPP tier in which they participate. These services are provided directly to fund families and include: (i) consideration for inclusion in Empower products developed for some segments of the retirement and IRA market, (ii) inclusion on the Empower Select investment platform, which is available in the small plan recordkeeping market, (iii) a waiver of the connectivity fee described below, (iv) enhanced marketing opportunities, (v) additional reporting capabilities, (vi) collaboration in thought leadership opportunities, (vii) access to meetings with Empower leadership, Empower staff, and the third party advisory and brokerage firms through whom Empower distributes its services, and (viii) access to conferences put on by Empower and Great-West Financial. The yearly fees for EFPP participation are \$1,000,000 for tier 1, \$500,000 for tier 2, and \$250,000 for tier 3. These fees do not vary based on an Empower client's use of the funds offered by the fund family.

For additional information about funds that participate in the fund partner program, please visit <https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf>.

Great-West Life & Annuity Insurance Company also receives payments from fund families through a connectivity program (the "Connectivity Program"). The Connectivity Program charges fund families for the cost of administering funds on Empower investment platforms, and for building and maintaining data connections between Empower and the fund family. In 2019, the Connectivity Program charges \$1,000 per investment fund used on recordkeeping and IRA investment platforms. Beginning in May 2019, if a retirement plan begins receiving recordkeeping services through Empower's small plan recordkeeping segment, and the plan offers a fund from a fund family that does not participate in the Connectivity Program or the EFPP, then Empower will assess a supplemental, separate investment access fee to the plan. Depending on the level of investment in the non-participating fund family, the investment access fee charge may be more or less than the fees received under the Connectivity Program from the fund family.

For additional information about funds that participate in the Connectivity Program, please visit <https://docs.empower-retirement.com/advisor/Empowering-Fund-Partnership-Disclosure.pdf>.





**Affiliates and Subcontractors**

We are required to disclose certain fees paid between Empower and its related parties (affiliates and subcontractors). This includes compensation paid in connection with the services Empower or its affiliates have agreed to provide to the plan, if the compensation is set on a transaction/incentive basis (such as commissions, soft dollars, or finder's fees) or if the compensation is charged directly against a plan investment and reflected in the investment's net value.

The fees disclosed are not in addition to previously disclosed fees; rather, this information is intended to increase transparency about how Empower uses the fees it receives.

**Affiliates:**

The following entities are affiliates of the Recordkeeper, in that they directly or indirectly control, are controlled by, or are under common control with the Recordkeeper. These affiliates may receive fees from the plan, or from the Recordkeeper or another affiliate for performing certain services for the plan.

Refer to the Itemized Services and Cost section for details regarding affiliate payments.

GWFS Equities, Inc. is an affiliate that receives payments from the Investment Provider. Payments are first paid to GWFS Equities, Inc. which in turn pays the Recordkeeper.

Great-West Capital Management, LLC is an affiliate that receives payments from the Investment Provider.

Great-West Funds, Inc. is an affiliate that receives payments from the Investment Provider.

**Affiliates:** The following are affiliates of Empower, but not all Empower affiliates may pertain to your Plan.

- Advised Assets Group, LLC
- GWFS Equities, Inc.
- EMJAY Corporation
- FASCore, LLC
- Great-West Capital Management, LLC
- Great-West Funds, Inc.
- Putnam Investment Company
- Great-West Trust Company, LLC
- Great-West Life & Annuity of New York

**Subcontractors:**

A subcontractor is any person or entity that is not an affiliate of the Recordkeeper and that is expected to receive \$1,000 or more in compensation for performing one or more services for your Plan under a contract or arrangement with the Recordkeeper. All such subcontractors that receive the specific types of compensation described above are included. All such subcontractors, if any, are listed in the table below, along with the service they provide.

Please refer to the Itemized Services and Cost section for details regarding subcontractor payments.

Company Subcontractor	Service Provided
None	None



Borough of Carroll Valley 457(b) Plan (continued)  
Signature Page

By signing this signature page, the Plan Sponsor, Broker and any other signatories certify that they have received, read and understand this proposed Fee Schedule, Disclosure Statement and Client Application. All parties understand the proposal assumptions stated above determine the plan's expenses. A change to the assumptions will cause expenses and fees to also change. Plan Sponsor understands and agrees to all services and fees identified in this Fee Schedule and agrees to pay all fees according to the Service Agreement to which this Fee Schedule applies. The Plan Sponsor further understands that all payroll deduction and matching contributions will be remitted electronically using the Plan Service Center system. Contributions received using any other method will be returned unallocated for resubmission via the Plan Service Center and will not be considered plan assets until such resubmission. Plan Sponsor also understands that no payroll deduction contributions may be withheld until there is a signed Plan Document in place and no contribution or transfer of assets will be accepted earlier than 15 days from the receipt and acceptance of the Client Application in Greenwood Village, CO.

The Plan Sponsor directs Empower to reflect the Advisor and Firm below as the Plan's financial advisor on its recordkeeping system and to provide plan data upon request. The Plan Sponsor understands and agrees that Empower does not provide investment advice to the Plan, the Plan Sponsor or the Advisor regarding Plan investment options.

I agree any changes to products, plan services, fees, or investment options hereafter must be made post-conversion

**Plan Sponsor Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Advisor/Broker Signature:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_  
**Date:** \_\_\_\_\_

**Additional Plan Information**

\*\*\*\*Please complete upon selecting Empower as your provider\*\*\*\*

<b>Legal Name of Plan:</b>	
<b>Plan Headquartered State:</b>	
<b>EIN:</b>	
<b>Plan Year End (MM/DD):</b>	
<b>Plan Contact for Conversion:</b>	First Name:
	Last Name:
	Phone Number:
	Email:
<b>Is the Financial Representative properly licensed to sell in Headquartered State?</b>	Y      N      N/A

Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.

GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company.

Empower Retirement™ refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A), Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: White Plains, NY; and their subsidiaries and affiliates. The trademarks, logos, service marks, and design elements used are owned by GWL&A. The Great-West Family of Companies refers to products and services offered through The Great-West Life Assurance Company, London Life Insurance Company, The Canada Life Assurance Company, Irish Life Assurance Company, Great-West Life & Annuity Insurance Company, Putnam Investments, LLC, and their affiliates and subsidiary companies.

## Borough of Carroll Valley 457 Deferred Compensation Plan Platform Cost Comparison

Assets as of November 30, 2020 \$801,756  
 Active Participant Accounts: 16

	Existing Platform	Proposed Platform	Proposed Platform
	<u>Security Benefit SFR</u>	<u>OneAmerica</u>	<u>Empower Retirement</u>
One-Time Installation Cost (1)	N/A	\$500.00	N/A
Plan Design & Document Prep Cost (2)	N/A	N/A	N/A
Platform Fee - Asset Based (3)	\$6,814.93	\$6,414.05	\$5,211.41
Platform Fee - Per Participant (4)	\$560.00	\$320.00	N/A
Platform Fee - Flat Dollar (5)	N/A	\$1,250.00	N/A
Advisor Fee (6)	Included	\$4,008.78	\$4,008.78
<b>Mutual Fund Expense Ratio Deducted From Assets</b>			
Current Platform (average fund expense ratio 1.10%)			
Proposed Platform (average fund expense ratio .47%)	\$8,819.32	\$3,768.25	\$3,768.25
<b>Total 1st Year Fees Paid to Providers:</b>	<b>\$16,194.24</b>	<b>\$16,261.08</b>	<b>\$12,988.45</b>
<b>Total 2nd+ Year Fees Paid to Providers:</b>	<b>\$16,194.24</b>	<b>\$15,761.08</b>	<b>\$12,988.45</b>
<b>Total Annual Fees as a % of assets:</b>	<b>2.02%</b>	<b>1.97%</b>	<b>1.62%</b>

- (1) Open Architecture Recordkeepers may have a one-time installation cost
- (2) OneAmerica charges a one-time \$500 fee for plan installation
- (3) Asset Based Fee: Security Benefit 0.85%; OneAmerica 0.80%; Empower 0.65%
- (4) Per Participant Recordkeeping Fees for website/daily valuation: Security Benefit \$35 per participant; OneAmerica \$20 per participant; Empower N/A
- (5) Flat Dollar Recordkeeping Fees for website/daily valuation: Security Benefit N/A; OneAmerica \$1,250;
- (6) The Advisory Fee would be the same with all open architecture providers at 0.50% of Plan assets

\* OneAmerica's \$20 per participant and \$1,250 annual fee will be waived when the plan grows to \$1M in assets. This would bring the annual recurring fee down to 1.52%

*The open architecture investment approach focuses on full disclosure and fee transparency at the plan fiduciary and participant level. Most people want to have the highest possible investment return; the best place to start is by reducing the amount of fees that are being deducted from the account.*

# UNFINISHED BUSINESS

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August 4, 2021

# Memorandum

To: Carroll Valley Borough Council

From: GMS Funding Solutions (GMS)

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## PA SMALL WATER AND SEWER PROGRAM UPDATE

### *Carroll Valley Wastewater Treatment Facility Upgrades Project*

Awarded \$425,000

GMS is gathering the necessary documentation to submit the first reimbursement request, including bid tabulation, construction contract, and proposals. The pre-construction meeting is scheduled for August 9, 2021.

**Next Steps:** The Authority should provide GMS with the proof of public advertisement of the bid solicitation. Wm. F. Hill (engineering) and Doli Construction invoices and copies of payment should also be provided to GMS. GMS will draft payment requests for partial reimbursement.

## ADAMS COUNTY PARKS, RECREATION AND GREEN SPACE GRANT PROGRAM UPDATE

### *Carroll Valley Path System – Phase I*

Awarded \$25,000

GMS has been in communication with the County regarding the re-scope request. The County has requested additional information be submitted prior to making a decision. GMS is coordinating with the Borough to gather the necessary documentation.

**Next Steps:** If the re-scope is approved, the Borough should coordinate with FSA and continue to forward project invoices and cancelled check payments to GMS for reimbursement submissions.

## H2O PA – WATER SUPPLY, SANITARY SEWER AND STORM WATER PROJECTS (H2O)

### *Wastewater Treatment Plant Upgrades*

Awarded: \$700,000

H2O PA funds will be used for the second phase of the WWTP project, which the Authority plans to prioritize after Phase I has started. The H2O grant expires on June 30, 2023. ***The Authority should begin the design process for the Project.***

**Next Steps:** The Borough should forward all engineering invoices and evidence of payments to GMS. Once the Project is designed, the Authority should move forward with the construction bidding process. The Authority should provide GMS all draft bid documents for compliance review prior to public advertisement and solicitation of bids.

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#### CARLISLE

354 Alexander Spring Rd.  
Carlisle, PA 17015

[www.GMSFundingSolutions.com](http://www.GMSFundingSolutions.com)  
(717) 552-2639

#### HARRISBURG

112 Market St., 8th Floor  
Harrisburg, PA 17101

August 4, 2021

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**BUTTERFLY GARDEN / CHARNITA WISHING WELL**

*Keep Pennsylvania Beautiful – Healing the Planet Grant Program*

Request: \$15,000

A grant application to the Keep Pennsylvania Beautiful – Healing the Planet Grant Program was submitted on June 30, 2021. Award announcements are anticipated to occur no later than August 20, 2021. GMS will monitor the status of award announcements and provide an update to the Borough once received.

**COVID-19 ARPA LOCAL FISCAL RECOVERY FUNDS (LFRF)**

Request: \$206,303.02 (first tranche); \$206,303.02 (second tranche)

GMS assisted the Borough with the submission of the LFRF request on June 4, 2021. The second tranche of funds is expected to be received in mid-2022. The first Project and Expenditure Report (Report) is due by October 31, 2021 (and the reports are to be submitted annually thereafter). GMS will assist the Borough with completing and filing the Report(s).

**Next steps: The Borough should begin reviewing the guidelines and finalize its funding allocations. GMS will coordinate with the Borough to compile and submit the Report and any other reporting required.**



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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** CORTNER PAVILION PROJECT  
**DATE:** 8/6/2021  
**CC:** GAYLE MARTHERS

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We have received bids on the Cortner Pavilion Roof/Remodel. A bid tab is attached. This project is part of our previously approved Capital Improvement Budget. We have budgeted \$90,000 for this project, and since the low bid exceeds that amount, I recommend we re-allocate the \$25,000 budgeted for removing trees from Lake Carroll and reallocating \$3,390 of the \$40,000 budgeted to replace the pavilion.

Construction on this project is proposed to begin just after Labor Day.

I recommend that council award the bid for this project to Bollinger Construction for the low-bid amount of \$118,390.





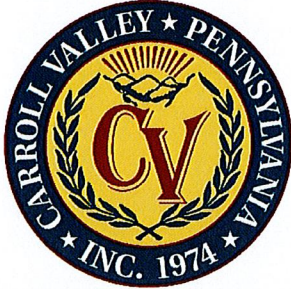
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**MEMORANDUM**

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**TO:** BOROUGH COUNCIL; MAYOR  
**FROM:** DAVID HAZLETT, BOROUGH MANAGER  
**SUBJECT:** NO OUTLET – CUL DE SAC STUDY  
**DATE:** 8/6/2021  
**CC:** GAYLE MARTHERS

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Everyone,

I was asked to evaluate the current inventory of No Outlet signs and Cul De Sac streets in Carroll Valley and provide additional guidance on the placement of No Outlet signs in the Borough. In the past, there appears to have been no criteria used in deciding where to place No Outlet signs.

There are approximately 70 streets which have no outlet, but do not have “No Outlet” signs. Of the 70 streets which do not have “No Outlet” signs, they were evaluated for their length and the effectiveness of their turnaround. (See attached list)

The cost to install one “No Outlet” sign = **\$316.97**

The cost to install a “No Outlet” sign on all streets with a dead end = **\$21,870.93**

TreeTop	* 1780
Sidetrack	* 1367
Connie E	1315
Deborah	1291
Helen	* 1286
Skyline	1253
Collen/Trudy	1235
Ringneck	1200
Pigeon	* 1186
Kern	1085
Lure	1072
Shirley	* 855
Alice	805
Field	743
YellowBird	* 716
Plainview	* 700
White Oak	* 652
Trudy	625
Donna	* 619
Mary Ann	616
Yvonne	608
Dandelion	537
Blizzard	* 532
Arlene	* 515
Hideaway	* 476
Falcon	470
Snow	* 469
Elm	* 455
Maxine	448
Pheasant	* 446
Mill	* 432
Golf View	* 400
Anna	400
Freedom	* 387
Ridge S	* 368
Connie W	363
South	* 360
Spur	* 357
Violet	* 352
Meadow	* 329
Jo	316
Main	* 313
Linda	300
Oak	* 288
Lola	285
Brenda	* 280
Lion	* 274
BlackBird	* 267
Eastwind	* 263
Upper W	* 262
Willow	* 261
Fruitwood	* 261
Cheetah	* 260
Lower	258
Autumn	255
Spring	* 252
Crocus	237
Sunfish W	* 235
Sports	* 228
Dora	226
Sunfish E	* 224
Gladys	* 219
Mae	* 206
Lynn	204
Beech	* 192
Birch W	190
Birch E	187
Echo	* 158
Dora	* 97

\* Denotes Insufficient Turn-around

# NEW BUSINESS

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**FOR YOUR INFORMATION**

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## Municipal Services Report

July 2021

### **Road Work: 123 Man-Hours**

Road work performed in July included:

- Eagle Trail ditch was excavated and lined with R-4 stone
- Mason Dixon Trail – crossover pipe and ditch cleaned
- Mason Dixon Trail – guide rails replaced where damaged from downed trees
- Skylark Trail – ditch was excavated deeper to allow water to enter the ditch off roadway
- Blue Ridge Trail – ditch was opened to correct depth
- Debris was cleaned from ditches on Dove, Partridge, Wren and Echo Trails

Storm Damage caused Downed Trees on several trails that required clean-up and removal:

- Ringneck
- Blue Ridge
- Partridge
- Toms Creek

2<sup>nd</sup> round of Right-of-way mowing was completed in Ranch and “B” sections

### **Equipment Maintenance and Repairs: 41 Man-Hours**

Municipal Services, Parks, STP Departments: (36 man-hours)

- STP2- Sewer treatment plant vehicle
  - Oil Chang, Filter, Lube
- MS11- 2016 Ford F-550 Dump Truck
  - Oil Change, Filter, Lube
- EQMS5-2017 John Deere Boom Mower
  - Replaced hydraulic hoses to boom mower head
- Municipal Services fleet vehicles washed/ cleaned

Police Department: (5 man-hours)

- All Police vehicles were transported to Borough office on 7-29-21 for VASCAR Calibration

Vehicle Mileage for the month of July 2021 attached.

### **Parks and Property Maintenance: 180.5 Man-Hours**

- 4<sup>th</sup> of July celebration cleanup at Carroll Commons
- Painting of Bollards around Side office entrance
- Washed exterior of Municipal Services Building
- New metal installed on Municipal Services building where Decaying at ground level
- Picnic tables and Pavilion at Ranch Commons were washed and waterproofed
- Mowing and routine grounds maintenance performed at all parks
- Sanitizing of playground equipment and facilities to remediate any Covid-19 risks
- Replaced metal decaying door on Municipal building
- Restroom doors and mechanical room doors were cleaned and repainted on Hertz pavilion

**Miscellaneous and Training: 28 Man-Hours**

- Staff Meetings
- Hepatitis Vaccine
- Met with Fairfield Fire Department Chief
- Met with contactors for quotes to perform building improvements (Municipal Services Barns)
- Meeting with Security Camera vendor for Municipal Services building and police impound yard
- E-Recycling event Held on 7-17-21

**Sewer Treatment Plant: 3 Man-Hours**

- Training with Sewer Plant operator to prepare for wastewater tests in early September

**Paid Time Off: 146 Man-Hours**

Respectfully submitted,

*Brad A. Sanders*

Brad A. Sanders

MS Supervisor

Hours/Mileage July 2021						
Vehicle ID/ Equipment ID	Description	Beginning Miles/ Hours	Ending Miles/Hours	Total Miles/Hours		
MS1	2021 Mack Granite	534	534	0		
MS2	2000 Ford F-350	151617	151758	141		
MS3	2010 Ford F550 D/T	44189	44422	233		
MS4	2001 Chevy B/T	81038	81069	31		
MS5	2007 Freightliner Sweeper Truck	15152	15178	26		
MS6	2012 INT 7400 D/T	12005	12005	0		
MS7	1999 Int 5000 D/T	117133	117196	63		
MS8	2015 Mack Granite	12333	12346	13		
MS9	2006 Int 7400 D/T	18570	18570	0		
MS10	2012 Ford F550 D/T	71500	71597	97		
MS 11	2016 Ford F550 D/t	29882	30248	366		
EQMS2	2006 Bobcat Skid loader	702.4	703.3	0.9		
EQMS3	2004 CAT IT 14G loader	4196	4205.9	9.9		
EQMS4	580 John Deere 570B Grader	718	719	1		
EQMS5	6310 John Deere Boom Mower	1038.9	1073	34.1		
EQMS6	Bandit Brush Chipper	283.1	289.4	6.3		
EQMS10	2019 JCB Backhoe	687.3	708	20.7		
EQPK1	2015 Scag Mower	895.1	958	62.9		
EQPK3	301A John Deere tractor	Hour meter inoperable				
EQPK 6	2018 Simplicity mower	213	253	40		