

To participate in the P-Card program, the following information must be completed and signed by an authorized representative.

□ 1 Application_PA.doc	This will function as a two-page "cover sheet".
□ 2 Member_Account_Agreement.pdf	This is the contract.
□ 3 Resolution_PA.doc	You may already have your own version of a resolution. If not, feel free to use this one.
□ 4 Organization_Setup_Form.doc	Each Program Administrator should complete and sign an Organization Set-Up form.
□ 5 Cardholder_Spreadsheet.xls	Please be sure to save an electronic copy of this spreadsheet. The Barmay ask you to email it to them during implementation.
□ 6 Financials (not on the CD)	Finally, it is very important that you include (copies of) your organization's last three (3) years' worth of audited financials. This will allow the Bank to establish a credit line for your program.

If you have any questions, please contact us at 800-356-5148 or PLGIT.Com/P-Cards

Return Completed Application Packet to:

PFM Financial Services LLC

4250 Veterans Memorial Highway, Suite 3150 West • Holbrook, NY 11741

Attn: P-Card Processing

This information does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Trust's portfolios. This and other information about the Trust's portfolios is available in each portfolio's current Information Statement, which should be read carefully before investing. Copies of these Information Statements may be obtained by calling 1-800-572-1472 or are available on the Trust's website at www.plgit.com. While the PLGIT and PLGIT/ARM portfolios seek to maintain a stable net asset value of \$1.00 per share and the PLGIT/TERM portfolio seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust's portfolios are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC. Member SIPC.

The Pennsylvania Powercard Program (the "Program") offers a Procurement Card (a "P-Card"), issued by BMO/Harris Bank, N.A., and marketed by PFM Financial Services LLC. PLGIT is a Program sponsor and the Program is marketed to PLGIT Participants. PLGIT receives no compensation for its sponsorship and the Trust is indemnified against any liabilities or costs relating to the Program.







Application

for Participation in the PLGIT P-Card Program

The following information must be comple	ted and signed by an authorized representative.
Legal Name of Entity	
Mailing Address	
Federal Tax ID #	
PLGIT Marketing Representative	
PLGIT Account to be debited for the charges	
Name and Title of Person Who Will Administer the P-Card Program	
Accounting System Software	
Mailing Address of the Administrator:	
Telephone Fax	Email
Current Annual Budget	
Highest Month End Spend Amount (Excluding Payroll)	
Please indicate the month of the year your audit is generally completed & available:	
Are your audited financials available online?	\square Y \square N

Your purchasing card credit line will be reviewed annually. Harris Bank requires a copy of your organization's audited financial statements within thirty (30) days of completion each year.



Identify website if Yes



Please include with this Application, the following:				
Signed Resolution The last 3 years of Audite The completed Member A Organization Set-up Form Cardholder Spreadsheet	· ·			
A list of P-Card Administrators will be posted on our website to facilitate inter-Local Government and School Entity communication and foster a support/user network. Do you want to be listed on our website? \Box Y \Box N				
By signing this application you are authorizing PLGIT to debit your PLGIT account on the 7th day, after the cycle cut off of each month, for payment of your P-Card invoice. It is the responsibility of the Local Government or School Entity to make sure monies are available in the account stated above. If monies are not in the account on the date of withdrawal, the Local Government or School Entity will be subject to charges.				
AUTHORIZED SIGNATURE PRINT NAME				
TITLE	DATE			

If you have any questions, please contact us at 800-356-5148 or www.plgit.com/p-cards

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ORGANIZATION INFORMATION (PLEASE PRINT) Card Embossing (MAXIMUM 21 characters incl. spaces, examples: org name, **Organization Name** B N C empt#, or combination of both) BMO ePurchasing Solutions Organization Set-up Form PROGRAM REQUIREMENTS _{Ca}e Ryirgihasing 🛇 թվայլնու Currency Table Resident in U.S. Spend Dynamics - Prem Spend Dynamics - Stand Authorized Corporation Limit \$ Year End Month (to be completed by BMO) (e.g. October) Fiscal Year Monthly Spending Limit Grace Days 7 ADMINISTRATOR Name______ Department _____ Mailing Address: Street _____ _____ Zip Code ______ Tel. _____ Fax____ e-mail Check box if you want cards sent to this person Billing method. (Select one only) Billing Date 27 Central Billing Cardholder Statements will be acquired using Spend Dynamics Monthy settlement method. • ACH Payment – Pa. Local Government Investment Trust Account (PLGIT) Bank Name: Wells Fargo Bank NA; 420 Mongomery Street; San Francisco, Ca 94104 Routing # 121000248 Account # 2100012112486 Bank Account Name: Pennsylvania Local Government Investment Trust Name of Deposit Account Holder: _ • ACH Payment – Local Bank (please fill in the information below, and provide a copy of a voided check) Bank Name ____ Routing # _____ Name of Deposit Account Holder **Date** Signature of Program Administrator **Custom Cards** **PFM Corp **Customized Product Code:** * Purge and Deliver to Program Administrator **Application Source Code: Master Assist-Yes Transfer Source Code:** Master Coverage-Yes For Purchasing and Corporate Cards Only Name of Table: _____DEFAULT 1_ (NCAS) _____ INSTRUCTIONS

This will be your default authorization table for all your cards. It is best practices and is recommended. You can choose to add additional authorization tables using Spend Dynamics.

The Merchant Category Blocking portion of the form is already completed, as this is the main default template, and should be left open only blocking cash advances.
 Countries to Allow Use Check countries to allow use in, this includes any online orders. Please sign and date the authorization controls form.

MERCHANT CATEGORY C	ODE BLOCKING		
Merchant Category	Per transaction limit (set to \$0 to block use)		
Cash Advance* Airlines & Other Transport Auto/Vehicle Rental Food Hospitalization/College Hotel/Motel Telephone/Mail Order All other Merchants * Default to \$0 for Purchasing Card	\$O		
Country Name	Allow	Use	Prohibit Use
U.S.	0)	0
Canada	0)	0
All other countries	0)	0
Signature of Program Adminis	strator		Date

Member	introduced the following resolution	on and moved its adoption:

RESOLUTION AUTHORIZING ISSUANCE OF INDIVIDUAL PROCUREMENT CARDS

WHEREAS, Gregg Township has authority to authorize the purchase of goods and services by use of Procurement Cards; and

WHEREAS, PFM Financial Services LLC ("PFM") has agreed to administer, on behalf of participating local governments and schools in the State of Pennsylvania, a Procurement Card system. The Procurement Cards will be issued to individual authorized employees of the district, by Bank of Montreal, a Canadian chartered bank with a branch at 115 South LaSalle Street, Chicago, IL 60603, with established limits and purpose; and

WHEREAS, it is the desire of Gregg Township to enable each authorized individual employee to procure authorized supplies and other products for Gregg Township purposes in order to facilitate creative pedagogical and governmental processes and efficient Gregg Township operations; and

WHEREAS, it is the desire of Gregg Township to reduce the economic burden on the resources of Gregg Township by increasing efficiency and reducing the administrative costs of Gregg Township and to respond to the exigencies of the day-to-day operations in accordance with the procurement process as established by Pennsylvania Statutes; and

WHEREAS, Gregg Township recognizes that the Procurement Card is neither a substitute for public bidding nor Gregg Township's existing procurement program, and that the Procurement Card Program is not being implemented for the purpose of bid splitting and/or the avoidance of the statutorily mandated public bidding process; and

WHEREAS, Gregg Township recognizes the economic and financial savings and benefits to be gained by establishing an electronic Procurement Card system and sponsors and endorses the Corporate MasterCard Procurement Card Program;

NOW, THEREFORE, BE IT RESOLVED by Gregg Township, Commonwealth of Pennsylvania, as follows:

- 1. The TITLE, FIRST NAME LAST NAME are authorized to enter into an Agreement with Bank of Montreal to secure Procurement Cards for each authorized employee of Gregg Township under such terms and conditions as approved by its legal counsel and Gregg Township ("the Program Administrator").
- 2. As a condition precedent to receiving the Procurement Card, each authorized employee shall execute a Procurement Card Use Agreement.
- 3. As a condition precedent to receiving the Procurement Card, the Program Administrator shall establish a monetary limit of authority for each employee's use of the Procurement Card.
- 4. As a condition precedent to issuance of a Procurement Card, the Program Administrator shall establish in writing purchasing parameters in accordance with the law including but not limited

to: (a) a listing of goods and services which may be procured using the Card; (b) authorized vendors; (c) daily/weekly/monthly/annual monetary Procurement Card limits for each employee recipient of the Procurement Card. Employee recipients shall submit a list of Gregg Township goods and services to be annually purchased with the card, which shall be approved in writing by the Program Administrator.

- 5. As a condition precedent to receiving the Procurement Card, each employee recipient shall sign an Agreement of Indemnity, which is included in the Procurement Card Use Agreement.
- 6. Gregg Township hereby expressly authorizes the (positions or titles designated by the Entity as contract signors) to execute the Member Account Agreement on its behalf.
- 7. Upon receipt and use of a Procurement Card, the cardholder shall submit receipts and such information as periodically requested by the Program Administrator.
- 8. The Program Administrator shall establish procedures and internal controls to implement this program, to ensure that Procurement Cards are being used only for authorized Gregg Township business purposes and in compliance with applicable law, and to allow for easily verifiable audits of their use. These procedures and internal controls and any changes thereto shall be submitted to Gregg Township at least annually for its review and input.
- 9. If Gregg Township has indicated to PFM that the account to be debited in connection with Gregg Township's use of the Procurement Cards will be an account of Gregg Township with the Pennsylvania Local Government Investment Trust. Gregg Township will specify the specific account to PFM, which serves as Administrator of the Pennsylvania Local Government Investment Trust, and PFM is authorized by Gregg Township to debit such account and make payment to Bank of Montreal in connection with Gregg Township's use of the Procurement Cards.

The motion for the adoption of the foregoing resolution was duly seconded by and upon vote being taken thereon the following voted in favor thereof:	
and the following voted again the same:	

whereupon said resolution was declared duly passed and adopted.

COMMONWEALTH OF PENNSYLVANIA COUNTY OF CENTRE

I the undersigned, being the duly qualified and Secretary of Gregg Township, Commonwealth of
Pennsylvania, hereby certify that the attached and foregoing is a full, true and correct transcript of the
minutes of a meeting of Gregg Township of said local governments and school district duly called and
held on, 20, so far as such minutes relate to the adoption of a resolution
authorizing the issuance of individual procurement cards, and that the resolution included therein is a full
true and correct copy of the original thereof.
WITNESS MY HAND officially as such Secretary this day DATE
Secretary

CARI	DHOLDER INFORM	ATION		
First Name (16 characters)	Middle Initial (1 character)	Last Name (16 characters)	Date of Birth (MMDDYYYY)	Mor Credi
				1
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				+
			1	+
				+

	Organization ADDRESS			
Street # (6 characters)	Street Name (20 characters)	SUITE (5 characters)	CITY (20 characters)	STATE (2 characters)

	Telephone Number	ORGANIZATION NAME	CONTACT NAME
ZIP CODE (6 characters)	(10 characters)	(max 24)	(Card Program Admin) (max 30)

MCC Blocking	Employee ID	Email Address

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BMO EPURCHASING SOLUTIONS CORPORATE MASTERCARD PROGRAM MEMBER ACCOUNT AGREEMENT

THIS A	GREEMENT made as of the	day of _			, 20,
Between			with	its principal	l office at
				(the	"Member")
	MONTREAL, a Canadian chartered 603 (the "Bank").	bank with a bra	anch at 1	15 South Las	Salle Street,
THE PARTIES AG	GREE AS FOLLOWS:				
SECTION 1.	MEMBER ACCOUNT AND CARDS	S.			

The Bank has established a Corporate MasterCard program with FPFM Asset Management LLC (the "Association") for its qualified members. The Association has requested that the Bank establish a MasterCard account for you and the Bank has agreed to do so.

This Agreement between the Member and the Bank and the Agreement between the Bank and the Association set forth the terms and conditions under which the Bank will make its Corporate MasterCard program available to the Member.

The Member agrees that the Member Account is to be used for business purposes, and not for personal, family, or household purposes (non-business purposes). Member will notify its Cardholders of the prohibition against use for non-business purposes when the Card is issued and periodically thereafter during the term of this Agreement. Member agrees that regardless of the purposes for which the Member Account is used to make purchases, all such transactions, interest, fees and related charges shall be paid to the Bank by the Member in accordance with the terms of this Agreement.

Section 1.2. The Member may request the Bank to issue a MasterCard card or card numbers ("Cards") on the Member Account to employees designated by the Member. Each such request (a "Request") shall be in a form attached as Schedule "2" and shall be duly completed and signed by the designated employee and, on behalf of the Member, by a Program Administrator (as defined below) as required by the Bank from time to time and shall be submitted by a Program Administrator.

Section 1.3. Upon receipt by the Bank of a Request in respect of an employee, the Bank will issue a Card on the Member Account to the employee, embossed with the name of the employee (the "Cardholder") and the Member's name and/or identifier. The Bank may issue renewal, replacement or temporary replacement cards for any Card from time to time.

In addition, at the Member's request, the Bank may issue each Cardholder a personal identification number (a "PIN") enabling the Cardholder to use the Card at automated teller machines ("ATMs") accessible with the Card to obtain cash advances and effect transactions on the Member Account. The Member shall instruct each Cardholder not to disclose the Cardholder's PIN to any other person. Transaction records issued by an ATM are solely for the Member's convenience and in the event of any dispute as to the accuracy of such records, the Bank's internal records are presumptively correct and Member must establish by clear and convincing evidence that such records are in error.

Section 1.4. The Member shall establish and set out in each Request a credit limit for the Card (the "Card Limit") to be issued to the employee designated in the Request, subject to limitations which may be set by the Bank. A portion of this Card Limit is available for Cash Advances. The aggregate of all Card Limits for issued Cards shall not exceed the Member Credit Limit.

SECTION 2. CHARGES AND FEES.

Section 2.1. Subject to the provisions hereof, the Cardholder may use the Card to charge to the Member Account (a) the price of goods or services obtained from a merchant or supplier honoring the Card, by means of payment or settlement by the Bank to the merchant or supplier (a "Purchase"); or (b) cash advances obtained through the use of the Card either directly from the Bank, through use of an ATM, or through another financial institutions honoring the Card; or purchase a money order, travelers check or similar item (a "Cash Advance"); provided, each such Purchase and Cash Advance must be for a business purpose. Any such use of a Card which results in a Charge (as defined below) to the Member Account, whether or not the Card was presented to a merchant or supplier (such as Internet, mail or telephone order Purchases) or the Cardholder's signature was obtained, or by use of a PIN, is herein called a "Transaction."

Section 2.2. The Bank will maintain a sub-account of the Member Account for each Card (a "Card Account"). The Bank shall record all Transactions with respect to each Card, as well as all interest, fees, service charges, credits and adjustments relating to such Card or its use on the Card Account maintained for such Card. All Transactions, interest, fees and service charges posted to the Member Account, including by recording them on individual Card Accounts, shall constitute a charge to the Member Account (a "Charge").

Section 2.3. The annual Card fee for each Card and the service charges set forth in Schedule 1 shall apply.

For each Cash Advance, the Bank adds an additional service charge as set forth in Schedule 1. This fee will be added to the Cash Advance balance. The amount of the Cash Advance also may include a surcharge that the ATM owner imposes.

Section 2.4. Upon receipt of a credit issued by a merchant or supplier for Purchases charged to the Member Account, the Bank shall post the credit to the Card Account. If the Bank does not receive the credit prior to the time the related charge is included in a monthly Card Account Statement (as defined below), the amount of the related charge shall be paid by the Payment Due Date.

The Bank and MasterCard International convert any Card Transaction made Section 2.5. in a currency other than U.S. dollars to U.S. dollars. MasterCard International uses the MasterCard International conversion rate in effect on the day the Transaction is posted to the Card Account (currently either a wholesale market rate or a government-mandated rate) and adds a MasterCard International conversion charge. The Bank then adds the Bank's current foreign exchange markup. The MasterCard International conversion rate and charge may not be the same as existed on the day of the Transaction. The amount of the Transaction after conversion (including foreign exchange markup) is shown on the Card Account Statement as either a Purchase or Cash Advance. However, if a foreign currency Transaction is refunded to a Card Account, the MasterCard conversion rate used to convert the refund to the currency of the card is the rate that the Bank pays to MasterCard International Inc. minus the markup percentage that the Bank discloses to the Customer from time to time. This rate may not be the same as the rate that existed on the date the Transaction was refunded. For these reasons, the amount that is credited to a Card Account for a refund of a foreign currency Transaction will, in most cases, be less than the amount that was originally charged to the Card for that Transaction.

SECTION 3. STATEMENTS, PAYMENTS AND INTEREST.

Section 3.1. The Bank shall prepare monthly, as of the Monthly Billing Date, a Card Account statement (the "Card Account Statement") for each Card Account in which there is an outstanding balance as of the Monthly Billing Date or in which a Charge has been posted during the period commencing the day after the immediately preceding Monthly Billing Date and ending on the current Monthly Billing Date (the "Billing Period"). The Bank may upon request by the Member send to each Cardholder the Card Account Statement for such Cardholder's Card Account. The Card Account Statement will include the Transactions and the outstanding balance.

Section 3.2. The Bank will prepare monthly, as of the same date in each month (the "Monthly Billing Date"), and will send to the Member an invoice (the "Member Account Statement") showing the aggregate outstanding balance of the Member Account as of such Monthly Billing Date; if more than one invoice is sent, such aggregate outstanding balance will be the sum of all the invoices.

Section 3.3 If the Member has notified PFM Asset Management LLC that it wants to make payments hereunder through debit's to the Member's account at the Pennsylvania Local Government Investment Trust, then each month, the Member authorizes PFM Asset Management LLC as administrator of the Pennsylvania Local Government Investment Trust to debit member's account at the Pennsylvania Local Government Investment Trust and make payment to the bank an amount equal to the outstanding balance of the Member Account shown on the Member Account Statement on or before the Payment Due Date in respect of such

Member Account Statement, which Payment Due Date shall be the number of days after the Monthly Billing Date set out in Schedule 1. Payments must be made in U.S. Dollars. On the Payment Due Date, as agreed by the parties, the Bank shall either (i) debit the Member's account with the Pennsylvania Local Government Investment Trust at Wells Fargo Bank; or (ii) debit the Member's specified U.S. dollar deposit account at a U.S. financial institution. Any amount not so paid on or before the applicable Payment Due Date shall be considered past due and such non-payment shall constitute a default by the Member.

- Section 3.4. Interest shall be charged on the amount of all Purchases, fees and service charges from the date posted to the Member Account, and from the date of the advance for Cash Advances. Interest shall be charged at the annual rate(s) defined in Schedule 1 (the "Card Rate(s))." Interest is calculated on a daily basis by multiplying each daily interest-bearing balance of Charges in each Card Account by a daily rate of interest. The daily rate of interest is equal to the applicable Card Rate divided by the actual number of days in the year (365 or 366, as the case may be).
- Section 3.5. The Bank will waive the interest charges on Purchases, fees and service charges if the Bank receives payment in full at its MasterCard Payment Center of the aggregate outstanding balance of the Member Account on or before the Payment Due Date each month. The Bank will not waive interest charges on Cash Advances.
- Section 3.6. If the Bank receives any payment in an amount less than the outstanding balance of the Member Account shown on a Member Account Statement, the Bank may apply such partial payment to the Card Accounts as the Bank elects. In respect of any Card Account, any payment will be applied towards Charges which have been included in a Member Account Statement in the following order: (a) interest, (b) fees and service charges, (c) Cash Advances (d) interest-bearing Purchases, (e) non-interest-bearing Purchases; the remainder, if any, will then be applied towards Charges which have not yet been included in a Card Account Statement in the same order as shown above. The Bank may accept payments that are marked with restrictive endorsements such as "payment in full" without losing any of its rights under this Agreement. Any payment tendered with a restrictive endorsement must be sent to the Bank's address for customer service to be effective in accordance with Section 3-311 of the Uniform Commercial Code.
- Section 3.7. The Member shall pay all Charges included in a Member Account Statement notwithstanding that the Member or a Cardholder disputes with the Bank any Charge or other particular. In the event of any such dispute with the Bank, the Member will follow the Customer Service Procedures outlined in Schedule 1.
- Section 3.8. The Member shall examine each monthly Member Account Statement, and shall ensure each Cardholder examines each monthly Card Account Statement, upon receiving it. If the Member does not notify the Bank of an error or omission with regard to any Charge to the Member Account included in or itemized on such monthly statements within sixty (60) days after the Monthly Billing Date in respect of such statement, the Member agrees that such Member Account Statement and related Card Account Statements shall be deemed presumptively to be

correct and Member must establish by clear and convincing evidence that such Card Account Statement is in error.

Section 3.9. U.S. Internal Revenue Code (IRC) Section 1441 requires the withholding of tax on certain payments to foreign persons. For U.S. tax purposes, the Bank is a foreign person. However, IRC Regulation 1.1441-1(b)(2)(ii) provides that no withholding is required on payments made to a U.S. financial institution acting as agent for the foreign person. Harris Trust and Savings Bank, a wholly owned subsidiary of the Bank is receiving all payments made under this agreement as agent for the Bank. Harris Trust and Savings Bank will comply fully with all obligations to withhold under IRC Section 1441 and Regulation 1-1441-(1). Additionally, Harris Trust and Savings Bank as a U.S. financial institution will complete an IRS Form W-9, Request for Taxpayer Identification Number and Certification upon request.

Section 4. Member and Cardholder Liability.

Section 4.1. The Member shall be liable to the Bank for, and agrees to pay the Bank, all Charges to the Member Account, even if the aggregate of all outstanding Charges is in excess of the Member Credit Limit or in excess of any Card Limit, and even if as between the Member and a Cardholder any Charge resulted from improper use of a Card by the Cardholder.

Notwithstanding 4.1, MasterCard currently provides MasterCoverage^{TM*} Section 4.2. program for the benefit of issuers of corporate Cards and the corporate sponsors (such as the Member). Based on the MasterCoverage program, the Bank agrees to waive the Member's liability for certain wrongful Card transactions by Cardholders who are no longer employed by the Member. The type and amount of such Card transactions which qualify for such waiver of Company liability shall be determined by the MasterCoverage program and shall be governed by the terms, exclusions, and conditions of such programs as established from time to time by the underwriters, including but not limited to the condition that the Member meet all of its obligations to make a qualifying claim under the applicable program. The Member acknowledges having received from the Bank of the MasterCoverage Program description outlining such obligations of the Member and the current conditions, limitations, and exclusions applicable to such programs. The Bank may terminate this liability waiver at any time upon written notice to the Member in the event that the related MasterCoverage Program is terminated.

Section 4.3. In the event of possible loss, theft or unauthorized use of Card, the Member agrees to notify the Bank immediately by calling the published number for reporting lost or stolen cards. The Customer will not be liable for any unauthorized use of Cards by anyone other than a Cardholder occurring prior to the time the Bank receives notice. Unauthorized use does not include use by a person whom the Member has given authority to use the Member Account. The Member will be liable for all use by such a person. The Member will be liable for any use authorized by the Member or a Cardholder until the Member has notified the Bank and destroyed and/or recovered and safeguarded the Card that the person was using. The Customer shall cooperate with Bank in its efforts to investigate unauthorized use.

However, in the event a Cardholder's PIN is disclosed to any unauthorized person, whether by a Cardholder's failure to maintain confidentiality of the PIN, failure to keep the PIN and the Card separate or otherwise, the Customer shall be liable for all Transactions through use of the PIN whether or not incurred by the Cardholder.

SECTION 5. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE BANK.

Section 5.1. The Bank shall have sole discretion over the management, operation, content and features of its Corporate MasterCard program and the Cards. Subject to the terms of this Agreement, the Bank may modify any aspect of its Corporate MasterCard program.

Section 5.2. The Bank shall provide the Member with management information as indicated in Schedule 1. Subject to payment of additional fees which may apply, the Bank shall provide the Member with such other management information as the Bank makes available under its Corporate MasterCard program and the Member requests from time to time.

SECTION 6. CERTAIN RIGHTS AND RESPONSIBILITIES OF THE MEMBER.

Section 6.1. The Member shall, and shall require its Cardholders to, abide by all written security instructions and directions (and telephone instructions in case of emergency) provided by the Bank from time to time.

The Member designates each of the persons whose name, title, address and signature appear on Schedule 1 as its Program Administrator. A Program Administrator shall sign, on behalf of the Member, requests for the issuance of a Card, requests to cancel a Card, requests to modify Cardholder names, addresses, costs centers, departments etc., requests to adjust individual Card Limits ("Requests"), and other documentation in connection with the day-to-day operation and administration of the program under this Agreement. The Bank may deal with any Program Administrator in respect of all matters relating to the day-to-day operation and administration of the program under this Agreement, including requests for information the Bank may reasonably require for its management and operation of the program under this Agreement. All statements, invoices, management information, Cards and other correspondence which the Bank sends to the Member under this Agreement in connection with the day-to-day operation and administration of the program shall be sent to the attention of a Program Administrator. The Bank shall be entitled to rely without inquiry on any request or notice signed by any such Program Administrator and on any instructions, authorization or information received from such person. The Member may change the person or persons designated as Program Administrator by written notice to the Bank and any such change shall be effective upon receipt by the Bank of such notice.

Section 6.3. The Member shall be solely responsible for establishing and monitoring internal procedures or guidelines for its employees in respect of use of Cards by Cardholders. The Bank shall have no obligation to inquire or verify whether any use of a Card, or any Charge

to the Member Account, is for business or non-business use or whether any Cardholder's use is in accordance with such internal procedures or guidelines regarding use of the Card.

Section 6.4. The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. The Member shall protect the user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorised disclosure of the user ID or password. Until such notification, the Bank may rely on any Request received using the user ID and password, and shall have no duty to confirm such Requests.

Section 6.5. The Bank may allow a Program Administrator to submit Requests through the Internet, in which case the Bank will provide sign-in instructions, a user ID and a password to the Program Administrator. If the Member appoints other Program Administrators from time to time, an existing Program Administrator may establish a user ID and password for the new Program Administrators. Program Administrators may change their passwords at any time, and will do so when required by the Bank. The Member shall protect each user ID and password from fraudulent use and shall immediately notify the Bank of any unauthorized disclosure of any user ID or password. Until such notification, the Bank may rely on any Request received using any user ID and password, and shall have no duty to confirm such Requests.

Section 6.6. The Member will provide its annual audited financial statements to the Bank within thirty (30) days of completion. The statements should be sent by U.S. mail or email to:

Harris Bank Business Lending Center Attn: Purchasing Card Review Group 311 West Monroe Street Floor 14 Chicago, IL 60606

Or

Email: pcard.reviews@harrrisbank.com

SECTION 7. CARDS AND CANCELLATION OF CARDS.

Section 7.1. All Cards remain at all times the property of the Bank and cannot be transferred. All Cards shall be surrendered to the Bank upon demand. Notwithstanding any other provision in this Agreement, the Bank may cancel or suspend the right to use any Card if the Bank detects unusual or suspicious activity.

Section 7.2. The Member may direct the Bank to cancel any Card at any time for any reason by providing a written Request to the Bank. The written Request must include the Cardholder's last known business address, home address and phone number. The Member shall

continue to be liable for Charges made through use of any such Card made prior to the time the Bank receives the written Request.

SECTION 8. TERM AND TERMINATION OF AGREEMENT.

- Section 8.1. The term of this Agreement shall commence as of the date of this Agreement and shall continue until terminated by either party in accordance with the provisions hereof; provided, however, this Agreement shall terminate immediately upon termination of the Corporate MasterCard Program Agreement between the Bank and the Association.
- Section 8.2. Either the Bank or the Member may, upon at least thirty (30) days prior written notice to the other, terminate this Agreement.
- Section 8.3. The Member or the Bank may immediately terminate this Agreement, without notice, in the event of the bankruptcy or insolvency of the other party or if the other party fails to make any payment when due under this Agreement or if the other party is in default in the performance of any of its other obligations. However, except in the event of bankruptcy or insolvency and except in the event any party fails to make any payment when due under this Agreement, if the default is readily curable, the party having the right to terminate in respect of such default may only exercise such right if the default remains uncured for ten (10) days after written notice of the default is given to the defaulting party. The right to terminate is in addition to any other right the non-defaulting party may have in respect of the default.

Section 8.4. Upon termination of this Agreement:

- (a) all outstanding Cards shall be cancelled and all rights or benefits of the Member or any Cardholder with respect to the Cards shall be revoked or withdrawn;
- (b) The Member shall continue to be liable for, and to pay, the aggregate of all Charges on each Card Account whether or not then posted to the Card Account or Member Account, including without limitation charges not yet incurred, accrued fees and interest accrued or to accrue, and all such charges shall immediately be due and payable by the Member, and
- (c) All Cards shall be immediately returned to the Bank or, alternatively, the Member shall provide the Bank with a certificate, signed by a Program Administrator, certifying and warranting that all Cards which had been issued have been destroyed

SECTION 9. DISCLAIMERS.

Section 9.1. The Bank's Corporate MasterCard program including, without limitation, the management information reports provided to the Member is provided to the Member without representation or warranty as to accuracy of information provided.

The Member also acknowledges that some benefits or enhancements may be supplied by firms independent of the Bank and the Bank is not responsible or liable for anything in connection with those benefits or enhancements.

Section 9.2. The Bank is not liable for any claim made or loss or damages suffered by the Member arising directly or indirectly from the Member's use of the Bank's Corporate MasterCard program under this Agreement, except for damages which the Member suffers as a result of the Bank's gross negligence or willful misconduct related to the terms of this Agreement. In no event is the Bank liable for any special, indirect or consequential damages, including but not limited to, lost profits and lost revenues.

Section 9.3. The Bank always attempts to ensure that its Corporate MasterCard program will be operational, and to respect any available Card Limit or any available transaction limit per Card or per day or any other available limit requested by the Member. However, the Bank cannot warrant that the Corporate MasterCard program will be uninterrupted or error-free or that such limits will always be respected in each case, due to limitations of the Bank's authorization systems, systems management and ordinary stand-in processes, and of the MasterCard system including merchant set-up features. The Member therefore waives any and all claims that it may have against the Bank arising out of the use and performance of the Bank's Corporate MasterCard program under this Agreement, except for claims for damages referred to in section 9.2.

Section 9.4. The Bank is not responsible for any defects in or poor quality of the merchandise or services obtained by means of any Card. Any claim or dispute between the Member and a merchant or supplier, including with respect to the merchant's or supplier's right to compensation, will be the object of a direct settlement among the Member and the merchant or supplier and any such dispute shall not affect the Member's obligation to pay all Charges to the Member Account in full to the Bank in accordance with the terms of this Agreement.

SECTION 10. NOTICES.

Section 10.1. All requests, notices and other correspondence in connection with the day-to-day operation and administration of the Bank's Corporate MasterCard program under this Agreement shall be sent by the Bank to any Program Administrator at the address specified in Schedule 1 and, except as set out in section 6.4, shall be sent by the Member to the Bank at its address specified in Schedule 1.

Section 10.2. Any other notice or other written communication by one party to another under this Agreement shall be in writing and delivered by hand or sent by courier, by prepaid post or by fax or other similar form of instant telecommunication capable of confirming receipt of transmission, to the other party at the addresses set forth below and shall be deemed to have been received by the addressee (i) if delivered by hand or by courier, on the day delivered or, if not a business day, on the next business day, (ii) if sent by ordinary prepaid post, on the 4th business day after it was posted and (iii) if transmitted by fax or other such telecommunication and receipt is confirmed prior to 3:00 p.m. (local time) on a business day, on such business day

or, in any other case, at 10:00 a.m. (local time) on the business day next following the date of transmission.

MEMBER: Address: Attention: Telephone: Fax:

BANK OF MONTREAL: Address: 3300 Bloor Street West Center Tower 7th Floor

Toronto, Ontario Canada M8X 2X3

Attention: Corporate Client Services

Telephone: 1-888-267-7834

Fax: 1-877-677-5042

Section 10.3. A party may give notice of a change of address for the purposes of this Section in the manner provided above, and thereafter any notices or communication shall be given to that party at such changed address.

SECTION 11. AMENDMENT.

Section 11.1. The Bank may amend this Agreement at any time by giving written notice to Member not less than fifteen (15) days prior to the effective date of the amendment. The Bank may immediately modify the Member Credit Limit or any Card Limit upon written notice to Member. Any amendment or modification is effective as at a date stipulated in the notice.

SECTION 12. CARDS WITHOUT AN EMPLOYEE'S NAME.

Section 12.1. If the Member requests that the Bank issue a Card that will not bear an employee's name, such as a Card assigned to a department of the Customer or a MasterCard Corporate Fleet Card assigned to a vehicle instead of an individual employee, the following additional provisions shall apply: (a) notwithstanding Section 1.3, the Card shall be embossed with the name of the department or vehicle, as appropriate, and any person using the card from time to time shall be the "Cardholder" of the Card; (b) notwithstanding Section 4.3, the Member acknowledges that the Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Card (but in the case of a MasterCard Corporate Fleet Card assigned to a vehicle, only from merchants providing fuel and maintenance services), whether or not the Purchases were made by a duly authorized employee; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Card and the Cardholder cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Card to the Member.

Section 12.2. If the customer requests that the Fleet Card be assigned to a vehicle instead of an individual employee (a "Vehicle Card"), then the following additional provisions shall apply: (a) the operator of the vehicle from time to time shall be the "Cardholder" of the Vehicle Card; (b) notwithstanding Section 4.3, the Customer acknowledges that the Vehicle Card will not have a Cardholder's signature, and agrees to be liable for all Purchases made with the Vehicle Card from merchants providing fuel and maintenance services, whether or not the Purchases were made by a Cardholder; (c) notwithstanding Sections 1.3 and 2.1, the Bank will not issue a PIN in connection with the Vehicle Card and the Cardholder of the Vehicle Card cannot obtain Cash Advances; and (d) notwithstanding Section 3.1, the Bank will send Card Account Statements for the Vehicle Card to the Member.

SECTION 13. GENERAL.

- Section 13.1. The Member shall provide the Bank with such financial information with respect to the Member as the Bank may from time to time reasonably request.
- Section 13.2. No term or provision of this Agreement is deemed waived and no breach excused, unless the waiver or consent is in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, does not constitute a consent to, waiver of, or excuse for, any other different or subsequent breach.
- Section 13.3. This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever, whether oral or written, unless they have been expressly incorporated by additional reference in this Agreement.
- Section 13.4. This Agreement may not be transferred or assigned by the Member, voluntarily or involuntarily, or otherwise, without the prior written consent of the Bank, which may be arbitrarily withheld. The amalgamation, merger or consolidation of the Member shall be deemed to be an assignment of this Agreement. If transferred or assigned without the Bank's prior written consent, this Agreement will be deemed to be terminated, unless the Bank agrees in writing otherwise.
- Section 13.5. Any terms of this Agreement which by their nature continue after the Agreement terminates, will remain in effect and will apply to each party's successors and permitted assigns.
- Section 13.6. References to this Agreement include all Schedules attached hereto, which Schedules are incorporated into and form part of this Agreement. The Member acknowledges that the Schedules have been expressly brought to its attention and it knows their content.
- Section 13.7. The headings in this Agreement are for ease of reference only and are not to be used in interpreting this Agreement.

- Section 13.8. If any provision of this Agreement is held to be unenforceable, invalid or void, all other provisions will nevertheless continue in full force and effect.
- Section 13.9. This Agreement shall be binding upon and inure to the benefit of each party and its respective successors and permitted assigns.
- Section 13.10. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Customer and Bank irrevocably submit to the jurisdiction of the federal and state courts of the state of Pennsylvania and agree that any legal action or proceeding with respect to this Agreement may be commenced in such courts. Member and the Bank each irrevocably waive any right to trial by jury in any proceeding related to this Agreement. Member and Bank shall each bear all its fees and costs and the expenses of its own attorneys in connection with any proceeding under this Agreement.

[SIGNATURE PAGE FOLLOWS]

below.	In WITNE	SS WHEREC	of the parties	have executed this Agreement on the dates written
	This	day of	, 20	
				(MEMBER)
				By:
	This	day of	, 20	By: Name: Title:
	Tills	day 01	, 20	BANK OF MONTREAL
				By: Name: Title:

All services are provided by Bank of Montreal.

- ®* Bank of Montreal is a licensed user of the registered trade-mark owned by MasterCard International Inc.
- Trade-mark of MasterCard International Inc.

Bank of Montreal is a registered user.

- ® Registered trade-mark of Bank of Montreal.
- Trade-mark of Bank of Montreal.

SCHEDULE 1

SCH	EDULE	1 to	the	BMO ePurchasing Solutions	Corporate	e Mas	terCard	Pro	ogram Acc	ount
Agreement	dated	as	of		bet	ween	Bank	of	Montreal	and
				(the "Agreement")).					

- A. *Pricing Schedule*. The following fees and service charges are in effect as at the date of the Agreement. All fees are in U.S. dollars.
 - (1) Annual Card Fee per Card: \$ 0.
 - (2) ATM Cash Advance Fee.

<u>ATM</u>	<u>USD</u>
Cirrus Network (US)	3.50
Cirrus Network (Worldwide)	4.50
Over the Counter	
MasterCard bank (US)	5.00
MasterCard bank (Worldwide)	6.00

- (3) Retrieval of a Sales Draft or issuance of any replacement statement or monthly report will be the Bank's standard service charge for such items at the time of the request.
 - (4) Standard Report Fees: \$ 0.
- (5) Custom Report Fees & Flat File Development: \$150/hour, subject to \$1,500 minimum charge per report/flat file. Charge will be waived if individual Member net transaction volume exceeds \$10,000,000 for any consecutive 12 month period.

- (6) Foreign Currency Transaction Markup and Refund will be charged at a rate of 2.5%.
- B. *Payment Due Date*. The Payment Due Date shall be seven (7) days after the Monthly Billing Date.
 - C. *Card Currencies and Card Rate(s).*
 - (1) *U.S. dollar*. The Card Rate for U.S. dollar Cards shall be the Bank's U.S. Prime Rate plus 7%. The U.S. Prime Rate is the rate announced by the Bank from time to time as its prime interest rate for U.S. dollar loans. The Card Rate shall change automatically upon a change in the U.S. Prime Rate, without notice to the Member.
- D. *Program Administrator*. The Member hereby designates each of the persons whose name, title, address, numbers and signature appears below as its Program Administrator:

Name:
Title:
Address:
Telephone number:
Fax number:
Signature of Program Administrator:
Name:
Title:
Address:
Telephone number:
Fax number:
Signature of Program Administrator:
Name:
Title:
Address:
Telephone number:
Fax number:
Signature of Program Administrator:

E. Member Service Procedures.

Notices to the Bank and Authorization Procedures. The Bank must be notified in writing when the Member wishes to amend the participation conditions of the Bank's Corporate MasterCard program under the Agreement. Documentation authorized by a Program Administrator must accompany requested changes to:

add employees to the program;

- delete employees from the program;
- modify employees names, addresses, phone numbers, cost centers, departments, etc.;
- adjust individual employee Card Limits.

Requested changes, correspondence or enquiries concerning the day-to-day operation and administration of the Bank's Corporate MasterCard program under the Agreement are to be forwarded to:

BMO ePurchasing Solutions 3300 Bloor Street West 7th Floor, Center Tower Toronto, Ontario Canada M8X 2X3

Fax:

Attn: Manager Corporate Clients

Telephone: U.S. & Canada Toll Free (800) 844-6445

Outside U.S. & Canada (416) 232-0789 U.S. & Canada Toll Free (888) 677-5042

Outside U.S. & Canada (416) 232-8469

Lost or Stolen Card Procedure. The Member and the Cardholder will notify the Bank as soon as it is aware that a Card is lost, stolen or missing and, if required, request a new Card, by phoning Member Services at:

U.S. & Canada Toll Free (800) 361-3361 Outside U.S. & Canada (416) 232-8020

Upon such notification, the Bank will cancel the missing Card.

Disputed Charge Procedure. Except for Purchases involving disputes between the Member or a Cardholder and a merchant or supplier, all Charges which the Member or a Cardholder disputes with the Bank will be reported immediately to the Bank by the Member or a Cardholder. The Member will pay all such disputed Charges. In the next Billing Period, such disputed Charges will then be removed from the Member Account. Upon investigation, any Charges requiring charge back to the Member Account will be subject to interest commencing on the date interest would have commenced had the Charge not been removed from the Member Account, subject in the case of a Purchase to the Bank providing a copy of the transaction slip, if requested by the Member or a Cardholder, within a reasonable time.

The Member or the Cardholder will notify the Bank of all Charges in dispute with the Bank in respect of the Member Account by phoning Member Service at:

U.S. & Canada Toll Free (800) 263-2263 Outside U.S. & Canada (416) 232-8440

	he Member may choose to enroll in BMO details ports accessible via Internet and available to the				
ACKNOWLEDGED:					
(MEMBER)	BANK OF MONTREAL				
By: Name: Title:	By:				

SCHEDULE 2

BMO ePurchasing Solutions Employee Account Request Form

See Attached Schedule 2 Excel Cardholder Spreadsheet Cardholder form to be filled out before or during implementation



Direct Deposit Setup

12 messages

Trevor Stark <trevor.stark@jssb.com>
To: Gregg Twp Secretary <secretary@greggtownship.org>

Mon, May 21, 2018 at 9:57 AM

Hey Jen,

I wanted to touch base and see if you are okay with me coming by on Wednesday to help with the first round of direct deposits? The system asks for the information to be put in and submitted 2 business days before the deposit date.

Also, I wanted to see if you're able to send me the 2016 audit and financial statement?

Thank you!!

Trevor Stark

Business Development Officer 1 | Jersey Shore State Bank

MLO NMLS ID#1221882

Phone: 814-272-4304 | Cell: 570-419-3598

Address: 2050 North Atherton Street, State College, PA 16803 | Email: trevor.stark@jssb.com

Member of the Penns Woods Bancorp Family

Confidentiality Notice: This message and any attachments originate by electronic mail from Penns Woods Bancorp and their subsidiaries/affiliates. Both this document and any attachments are intended for the sole use of the addressee indicated above and may contain proprietary, privileged and/or confidential information. If you are not the intended recipient of this message, you are hereby notified that any use or disclosure of this information is strictly prohibited. If you received this message in error, or have reason to believe you are not authorized to receive it, please notify the sender by reply email, with a copy to

ITDepartment@pwod.com and then promptly delete the original and reply messages. Thank you for your cooperation.

Gregg Twp Secretary <secretary@greggtownship.org> To: Trevor Stark <trevor.stark@jssb.com>

Mon, May 21, 2018 at 12:03 PM

Sorry Here is the attached. Wednesday is fine. If I would do the payroll on a friday other weeks,...would the deposit go through Monday? Or not until Tuesday?

[Quoted text hidden]

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Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County 106 School Street PO BOX 184 Spring Mills PA 16875 814-422-8218



Gregg Township DCED FINAL CLIENT.pdf 347K

Trevor Stark <trevor.stark@jssb.com>

To: Gregg Twp Secretary <secretary@greggtownship.org>

Mon, May 21, 2018 at 12:26 PM

The safe answer would be Tuesday but there is a chance it would go through on Monday. It doesn't normally take 2 days for everything to get processed but the procedures ask for 2 days in case there is a mistake on either end and it allows the time for things to be fixed before it has to be sent to other banks. Is Friday the day you normally pay everyone?

Thanks

Trevor

Get Outlook for iOS

[Quoted text hidden]

Gregg Twp Secretary <secretary@greggtownship.org>

Mon, May 21, 2018 at 2:45 PM

To: Trevor Stark <trevor.stark@jssb.com>

Ok I still haven't spoken with the lady yet about the whole process. I would assume there are some forms that need to be filled out by our employees? I haven't even gotten that far so maybe this pay period won't work?

I will see if I can hook up with her tomorrow. Pay period ends on a Thursday and Friday is our my normal day to cut checks. Sometimes it takes the weekend for the supervisors to sign them. Sometimes we get luck, especially now that Keri is an elected official, we get two of them to sign on Friday and I can hand them out that day. I have always said we need to have time sheets turned in one week and then have them available the next week. I may have to figure that out so that we can have one week to get them submitted and deposited.

JEN

[Quoted text hidden]

Trevor Stark <trevor.stark@jssb.com>

Mon, May 21, 2018 at 2:50 PM

To: Gregg Twp Secretary < secretary@greggtownship.org >

Hey Jen,

I don't think you'll need anything from your employees signed but you will need their bank account information (account number, bank name and routing number) but its up to you if you want to have your employees sign a form, I don't think the bank will require it.

Once you get to talk to Lenora just let me know if this week works for you or if you want to push it back. Even if you don't do payroll this week I can walk you through the system as a test run if you still have questions.

Just keep me posted and I will help any way I can.

Thanks!

Trevor

From: Gregg Twp Secretary <secretary@greggtownship.org>

Sent: Monday, May 21, 2018 2:46 PM
To: Trevor Stark <trevor.stark@jssb.com>

Subject: Re: Direct Deposit Setup

[Quoted text hidden] [Quoted text hidden]

Gregg Twp Secretary <secretary@greggtownship.org>

Wed, May 23, 2018 at 7:42 AM

To: Trevor Stark <trevor.stark@jssb.com>

I got things figured out with the system. At least I have a general understanding of how to do it. So anytime you want to come out. I think I will still do paper checks this week as I do not have all of the employees bank account numbers and routing numbers. But if you want to come do a trial run with the figures from this pay roll that would be great.

Let me know.

JEN

[Quoted text hidden]

Trevor Stark <trevor.stark@jssb.com>

Wed, May 23, 2018 at 8:33 AM

To: Gregg Twp Secretary <secretary@greggtownship.org>

Hey Jen,

I'm glad you were able to get it worked out. If you'd like me to come out this week, I can do that. I believe we can get everything set up in a batch and save it so you only have to go back in and change the dollar amounts in the future.

I could come tomorrow afternoon if that works okay for you?

Trevor Stark

Business Development Officer 1 | Jersey Shore State Bank

MLO NMLS ID#1221882

Phone: 814-272-4304 | Cell: 570-419-3598

Address: 2050 North Atherton Street, State College, PA 16803 | Email: trevor.stark@jssb.com

Member of the Penns Woods Bancorp Family

From: Gregg Twp Secretary [mailto:secretary@greggtownship.org]

Sent: Wednesday, May 23, 2018 7:42 AM

[Quoted text hidden]

[Quoted text hidden]

[Quoted text hidden]

Trevor Stark <trevor.stark@jssb.com>

Wed, May 23, 2018 at 8:54 AM

To: Gregg Twp Secretary <secretary@greggtownship.org>

Hey Jen,

Sorry to bombard you with emails, I just found out my morning appt tomorrow was canceled so if the morning works better for you tomorrow that will work for me as well.

Just let me know what's best

Thanks!

Trevor Stark

Business Development Officer 1 | Jersey Shore State Bank

MLO NMLS ID#1221882

Phone: 814-272-4304 | Cell: 570-419-3598

Address: 2050 North Atherton Street, State College, PA 16803 | Email: trevor.stark@jssb.com

Member of the Penns Woods Bancorp Family

From: Gregg Twp Secretary [mailto:secretary@greggtownship.org]

Sent: Wednesday, May 23, 2018 7:42 AM

[Quoted text hidden]

[Quoted text hidden] [Quoted text hidden]

Gregg Twp Secretary <secretary@greggtownship.org>

To: Trevor Stark <trevor.stark@jssb.com>

Yep that works for me. I work 7 - 3 so anytime before that I can make it work.

Thanks.

JEN

[Quoted text hidden]

Trevor Stark <trevor.stark@jssb.com>

To: Gregg Twp Secretary <secretary@greggtownship.org>

How about 10am tomorrow?

Thanks,

Trevor Stark

Wed, May 23, 2018 at 8:55 AM

Wed, May 23, 2018 at 8:56 AM

Business Development Officer 1 | Jersey Shore State Bank

MLO NMLS ID#1221882

Phone: 814-272-4304 | Cell: 570-419-3598

Address: 2050 North Atherton Street, State College, PA 16803 | Email: trevor.stark@jssb.com

Member of the Penns Woods Bancorp Family

From: Gregg Twp Secretary [mailto:secretary@greggtownship.org]

Sent: Wednesday, May 23, 2018 8:56 AM

[Quoted text hidden]

[Quoted text hidden] [Quoted text hidden]

Gregg Twp Secretary <secretary@greggtownship.org>

Wed, May 23, 2018 at 9:25 AM To: Trevor Stark <trevor.stark@jssb.com>

Yep that works.

10 a.m. tomorrow. [Quoted text hidden]

Trevor Stark <trevor.stark@jssb.com>

To: Gregg Twp Secretary <secretary@greggtownship.org>

Wed, May 23, 2018 at 10:30 AM

Sounds great, see you then!

Trevor Stark

Business Development Officer 1 | Jersey Shore State Bank

MLO NMLS ID#1221882

Phone: 814-272-4304 | Cell: 570-419-3598

Address: 2050 North Atherton Street, State College, PA 16803 | Email: trevor.stark@jssb.com

Member of the Penns Woods Bancorp Family

From: Gregg Twp Secretary [mailto:secretary@greggtownship.org]

Sent: Wednesday, May 23, 2018 9:25 AM

[Quoted text hidden]

[Quoted text hidden] [Quoted text hidden]



KINBER Meeting Follow-Up

2 messages

Linda Marshall marshall@centrecountypa.gov

Mon, May 22, 2017 at 10:32 AM

Dear Regional Planning Commission Members,

Good morning!

At the May 15th meeting of the Penns Valley Regional Planning Commission, Ken Barber and Mike Carey of KINBER offered to provide you with resources on broadband. Below please find information from both as well as the attached Primer Toolkit.

I hope that you find this information helpful.

Have a good week! Linda

From Ken Barber:

Ken Barber Director, Business Development, KINBER

O: 717-963-7490 | M: 610.217.2018 | kbarber@kinber.org | kinber.org |

Attached are some links that I mentioned and a copy of the Appalachian Regional Commissions, Broadband Planning Primer and Toolkit.

http://www.ctcnet.us/library/

http://www.ctcnet.us/publications/the-emerging-world-of-public-private-partnerships/

http://www.ctcnet.us/publications/connecting-schools-and-libraries/

http://www.ctcnet.us/publications/the-art-of-possible-an-overview-of-public-broadband-options/

http://www.ctcnet.us/publications/gigabit-communities-technical-strategies-for-facilitating-public-or-private-broadband-construction-in-your-community-3/

http://www.ctcnet.us/wp-content/uploads/2014/01/Broadband-Strategies-Checklist.pdf

BroadbandNow web site: http://broadbandnow.com

https://www.arc.gov/news/article.asp?ARTICLE ID=574

From Mike Carey:

See attached to share with your group as well. This is the map of the SpreadNET network. While the fiber might come through the area, the two closest POPs appear to be Port Matilda and Sunbury, so I don't think a "tap in" location in the Valley is a possibility on this network and fiber.



Linda Marshall

Centre County Planning and Community Development Office

420 Holmes Street

Bellefonte, PA 16823

Phone: (814)355-6791

Fax: (814) 355-8661

Email: Imarshall@centrecountypa.gov



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ARCBroadbandPlanningPrimerToolkit.pdf 3029K

To: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>, Joel Myers <supervisor2@greggtownship.org>

Please see the information below.

[Quoted text hidden]

Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County

ARCBroadbandPlanningPrimerToolkit.pdf 3029K



P-Card Application and Instructions

2 messages

Matthew Conlin <conlinm@pfm.com>
To: Gregg Twp Secretary <secretary@greggtownship.org>

Tue, May 22, 2018 at 12:34 PM

Good Afternoon Jen,

It was very nice to speak with you recently and thank you for the interest in the PLGIT P-Card program! Attached find the Resolution and all the forms needed, plus a short write-up on the features of the program and the annual rebate schedule.

The attachments have numbers in the file names that match to the numbered list below, as well as a checklist. In addition to the applications, we will need 3 years of audited financial reports (PDFs are fine) for the Township. Financials and all forms should first be emailed directly to me for review. **Ultimately, original copies of the member account agreement and resolution need to be mailed to the Holbrook, New York address in the Checklist (first attachment)**. All other documents can be emailed to me.

A couple of answers to frequently asked questions when completing the apps:

- P-Card application form:
 - a. List Matt Conlin as your Marketing Representative.
- 2. Member account agreement
 - a. Please date the agreement. Generally it can be dated as the same date of the resolution.
 - b. Section 1.1. They want an overall initial <u>monthly</u> credit limit for the Township. A rule of thumb to use is 20-25% of your annual budget divided by 12. This does not obligate you to spend that much, just gives you the most flexibility of credit for the Township.
 - c. Complete top part of page 10.
 - d. Complete the information in Schedule 1 at the end, just realize that you will not actually use the P-Card at ATMs, etc, so the fees outlined will not apply
 - e. Please designate a Program Administrator. This person must be the same person who completes and signs information on Schedule 1, Part D.
- 3. Resolution very standard, if your solicitor makes any substantial changes please let us know before the Board approves it. The name of the person designated as administrator in this document should include their name and title and hopefully should match their contact listing on a municipal website (the bank checks as part of a mandatory Know Your Client/Anti-Money Laundering regulation).
- 4. Organization Setup Form

- a. We need one completed form for each Program Administrator. We recommend assigning two administrators in the event one administrator is not available. So one form for each administrator is required.
- b. Organization Name is Gregg Township. Card Embossing box can be "Gregg Township" and you have up to 21 characters if you wanted to add other information to the embossing.
- c. Select the "ACH Payment Local Government Investment Pool" for the monthly debit to come from a PLGIT account.

5. Cardholder spreadsheet

- a. This is the only time we need any information about individuals using the card. Address information is the Township office address for that individual. No Social Security numbers are needed.
- b. Be sure to keep a copy of this spreadsheet in its electronic form, as you will submit this to the bank electronically.

Once the application is submitted, please leave 6-8 weeks for the bank to review and approve. At that point you will be asked to schedule a kick-off call with the bank and you will be assigned an implementation specialist that will help out initially. After that call, the cards will be mailed to you.

I hope that helps as you complete the forms, but of course feel free to call with questions.

Thank you,

Matt

Matt Conlin Marketing Representative

PFM Asset Management LLC | Pennsylvania Local Government Investment Trust conlinm@pfm.com | phone 717.213.3829 | fax 800.252.9551 | web plgit.com One Keystone Plaza, Suite 300 | N. Front & Market Streets | Harrisburg, PA 17101

PFM Asset Management LLC (PFMAM) is an Investment Adviser registered under the Investment Advisers Act of 1940. PFMAM serves as investment manager to the Pennsylvania OPEB Trust and as Investment Adviser and Administrator to the Pennsylvania Local Government Investment Trust (PLGIT) and the PFM Funds. Units or shares of these funds, as applicable, are distributed exclusively by PFMAM's wholly-owned subsidiary, PFM Fund Distributors, Inc.

7 attachments



0 - P-Card application_checklist revised October 2017.pdf 257K



1 - P-Card Application.pdf 262K

🔁 2 - PLGIT PA_Member Account Agreeement 11 4 2010.pdf

209K



3 - PARESOLUTION GreggTwp (002).docx



4 - revised Set-up Form July 2017.doc 143K



5 - Cardholder spreadsheet.xls



PLGITPCard (1).pdf 451K

Gregg Twp Secretary <secretary@greggtownship.org>

Tue, May 22, 2018 at 12:46 PM

To: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>, Keri Miller <KeriMiller.GreggTownship@gmail.com>

Info on P-card.

[Quoted text hidden]

Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County 106 School Street PO BOX 184 Spring Mills PA 16875 814-422-8218

7 attachments



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PLGITPCard (1).pdf 451K



P-Card Rebate Schedule

6 messages

Matthew Conlin <conlinm@pfm.com>

Fri, May 11, 2018 at 3:13 PM

To: "secretary@greggtownship.org" <secretary@greggtownship.org>

Jen,

Thanks for your time this afternoon. Attached is the rebate schedule for our P-Card program. As discussed, after you've researched some additional expenses that you think may help increase potential spending for the card, let me know what additional questions you have.

Thank you!

Matt

Matt Conlin Marketing Representative

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Gregg Twp Secretary <secretary@greggtownship.org>

Mon, May 14, 2018 at 7:24 AM

To: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>, Keri Miller <KeriMiller.GreggTownship@gmail.com>

More information on the P-Card. I spoke Matthew and he seemed to think unless we spent \$50,000 or more on the card, it may not be something we would want to do? I need to chat with him a little more about it. You can use this card for purchases from Costar so when Brandon orders premium cold patch we could use this card plus anything else we buy through COSTARS. But I am not sure we would get to \$50,000? It would mean making sure there were funds in the PLGIT account as well to cover purchases.

I will keep researching.

JEN

[Quoted text hidden]

Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County 106 School Street **PO BOX 184** Spring Mills PA 16875 814-422-8218



PLGITPCard.pdf

150K

Keri Miller <kerimiller.greggtownship@gmail.com>

Tue, May 15, 2018 at 9:02 AM

To: Gregg Twp Secretary <secretary@greggtownship.org>

Cc: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>

Jen,

I think that we should still go ahead with it because the important thing it to get cards that are not linked to personal social security numbers.

Thanks,

Keri

[Quoted text hidden]

Gregg Twp Secretary <secretary@greggtownship.org>

Tue, May 15, 2018 at 10:38 AM

To: Keri Miller <kerimiller.greggtownship@gmail.com>

Cc: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>

A little more information about the card.

[Quoted text hidden]



PLGITPCard.pdf

451K

Gregg Twp Secretary <secretary@greggtownship.org> To: Matthew Conlin <conlinm@pfm.com>

Thu, May 17, 2018 at 1:49 PM

We would like to go ahead and apply for this card. Can you send us the application?

JEN

[Quoted text hidden]

Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County 106 School Street **PO BOX 184** Spring Mills PA 16875 814-422-8218

Matthew Conlin <conlinm@pfm.com>

To: Gregg Twp Secretary <secretary@greggtownship.org>

Mon, May 21, 2018 at 9:58 AM

Hi Jen,

Thanks for getting in touch. I will be compiling the application and sending it over to you as soon as possible. Tomorrow at the latest. Let me know if you have any questions at this point.

Thank you,

Matt

From: Gregg Twp Secretary [mailto:secretary@greggtownship.org]

Sent: Thursday, May 17, 2018 1:50 PM
To: Matthew Conlin <conlinm@pfm.com>
Subject: Re: P-Card Rebate Schedule

[Quoted text hidden]



RTK Gregg Twp [Fraud]

2 messages

Michelle Grove <michelleyvonnegrove@gmail.com>
To: Jennifer Snyder <secretary@greggtownship.org>

Mon, Jun 11, 2018 at 1:16 PM

This document was signed using Adobe Fill & Sign. Get the app for iOS and Android.

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Gregg Twp Secretary <secretary@greggtownship.org>

Mon, Jun 11, 2018 at 1:23 PM

To: Charles Stover <cws14@yahoo.com>, Douglas Bierly <supervisor1@greggtownship.org>, Keri Miller <KeriMiller.GreggTownship@gmail.com>, David Gaines <dgaines@mkclaw.com>

[Quoted text hidden]

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Jennifer Snyder, CGA Secretary/Treasurer Gregg Township, Centre County 106 School Street PO BOX 184 Spring Mills PA 16875 814-422-8218





OVERVIEW

PLGIT P-Card, PLGIT's sponsored Procurement Card program, provides a convenient method for municipalities and schools to streamline their purchasing. The PLGIT P-Card is a MasterCard that works like a credit card, but must be paid off each month. Employees can use these cards to make purchases, thereby, eliminating time-consuming steps in the traditional requisition process. PLGIT Investors have the power to set and change the limits on how much an employee can spend with a PLGIT P-Card, or where they can make purchases.

AT-A-GLANCE

- **Distribution**: Cards are issued in the names of each individual cardholder, as selected by the municipality or school.
- **Spending limits**: Investors may set limits by amount, number of transactions, and vendor for every card, every transaction, every month and annually.
- Usage: Cards can be used for expenses such as: supplies, food services, leases, telephone bills, and more.
- **Rebates:** Receive cash rebates based solely on your spending. The rebate percentage increases with greater use.
- Oversight: Cardholder accounts are accessible to approved personnel on-line, 24 hours a day.
- Insurance: PLGIT P-Card offers MasterCard misuse insurance of \$100,000 per cardholder, per incident (minimum 5 cards) or \$25,000 per cardholder, per incident with less than 5 cards, and unlimited fraud insurance.
- Fees: The program is free. There is no per-card fee and no account maintenance fee.
- Convenience: Funds to pay for monthly charges can be directly debited once a month from an Investor's
 PLGIT account, enabling the Investor to earn interest on funds between the time of purchase and the
 monthly PLGIT P-Card payment date!

HOW IT WORKS

Issuing the cards Once a public entity signs up for the procurement card program, Harris Bank, the issuer of the cards, establishes a monthly credit limit, based on the Entity's monthly anticipation of spending, and issues individual MasterCards in the name of designated cardholders. The municipality or school district decides which employees will receive the cards and how they will be able to use them. For example, workers who buy office supplies on a regular basis can have their shopping limited to a specific amount in a specific store. Approved personnel can adjust the limits as needed.

Using the cards Procurement cards look and operate like credit cards, but they do not carry a line of credit. Local government or school employees use them to make routine purchases, replace petty cash, pay purchase orders and service orders, as well as expense and travel claims and large ticket items, such as leases and utilities. The higher the spending on the card(s), the higher the rebate earned.

Participating municipalities and schools can repay their balances from their existing PLGIT account and have up to seven days after the 27th of each month (when the month closes) to do so. An Investor may also opt to pay off balances using its account at a local bank or other financial institution. Vendors, meanwhile, are paid within 48 hours of purchase.

Monitoring the cards Approved personnel have access to their accounts on-line and can use the Internet to adjust spending limits and other restraints placed on the cards. In addition, Investors are provided with instructions on implementing a procurement-card program. The package includes a policy and procedures manual that governs use of the cards and model forms to set up a PLGIT P-Card program.

PROGRAM BENEFITS

PLGIT's sponsored Procurement Card program offers a number of significant benefits, including:

- Ability of Investors to restrict spending by each individual cardholder
- Online account access
- Prevention against misuse or fraud
- Elimination of paperwork
- Quicker payment of vendors
- Model policy and procedure manual to ease startup
- Rebates based on volume according to the following rebate schedule:

PLGIT Procurement Card Rebate Schedule



Annual Net Purchasing Volume* September - August Charge Period	Settlement Period "Net" 7 days Rebate %	Settlement Period "Net" 7 days Rebate Dollars
\$50,000 - \$99,999	0.30%	\$150 - \$300
\$100,000 - \$499,999	0.60%	\$600 - \$3,000
\$500,000 - \$999,999	0.80%	\$4,000 - \$8,000
\$1,000,000 - \$2,499,999	1.00%	\$10,000 - \$25,000
\$2,500,000 - \$4,999,999	1.10%	\$27,500 - \$55,000
\$5,000,000 - \$7,499,999	1.20%	\$60,000 - \$90,000
\$7,500,000 - \$9,999,999	1.25%	\$93,750 - \$125,000
\$10,000,000 - \$14,999,999	1.30%	\$130,000 - \$195,000
\$15,000,000 - \$19,999,999	1.35%	\$202,500 - \$270,000
\$20,000,000 - \$24,999,999	1.40%	\$280,000 - \$350,000
\$25,000,000 - \$49,999,999	1.50%	\$375,000 - \$750,000
\$50,000,000 +	1.52%	\$760,000 +

- No additional cost for the program
- Rebates on 100% of dollars spent
- Misuse and fraud insurance

- · Works for small and large purchases
- Reduces check writing costs
- Web-based management technology

*Annual Net Purchasing Volume is defined as the total of purchases less purchase credits, cash advances and fraud charges.

Additional Rebate Tiers are available once your entity surpases \$50,000,000 in program year spend volumes.

Sponsored by:













See reverse side for additional information.

The Pennsylvania Powercard Program (the "Program") offers a Procurement Card (a "P-Card"), issued by Harris Bank, N.A., and marketed by PFM Financial Services LLC. PLGIT is a Program sponsor and the Program is marketed to PLGIT Investors. PLGIT receives no compensation for its sponsorship and the Trust is indemnified against any liabilities or costs relating to the Program.

This information is for institutional investor use only, not for further distribution to retail investors, and does not represent an offer to sell or a solicitation of an offer to buy or sell any fund or other security. Investors should consider the investment objectives, risks, charges and expenses before investing in any of the Trust's portfolios. This and other information about the Trust's portfolios is available in the current Information Statement, which should be read carefully before investing. A copy of the Information Statement may be obtained by calling 1-800-572-1472 or is available on the Trust's website at www.plgit.com. While the PLGIT, PLGIT/ARM and PLGIT/PRIME portfolios seek to maintain a stable net asset value of \$1.00 per share and the PLGIT/TERM portfolio seeks to achieve a net asset value of \$1.00 per share at its stated maturity, it is possible to lose money investing in the Trust. An investment in the Trust is not insured or guaranteed by the Federal Deposit Insurance Corporation or any other government agency. Shares of the Trust's portfolios are distributed by **PFM Fund Distributors, Inc.**, member Financial Industry Regulatory Authority (FINRA) (www.finra.org) and Securities Investor Protection Corporation (SIPC) (www.sipc.org). PFM Fund Distributors, Inc. is a wholly owned subsidiary of PFM Asset Management LLC.

SMPLGIT, PLGIT-Class Shares, PLGIT/PLUS-Class Shares, PLGIT/I-Class Shares, PLGIT/TERM, PLGIT-CD, PLGIT/ARM, PLGIT/PRIME, PLGIT/SAM, and PLGIT-CAP are service marks of the Pennsylvania Local Government Investment Trust.





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