

AGENDA
MONTGOMERY TOWNSHIP
BOARD OF SUPERVISORS
March 12, 2012 - 8:00 P.M.

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Candye Fluehr Chimera
Robert J. Birch
Michael J. Fox
Jeffrey W. McDonnell
Joseph P. Walsh

Lawrence J. Gregan
Township Manager

WORK SESSION
7:00 PM

1. Discuss Process and Options – Needs Assessment & Facility Use Study – Proposed Community/Recreation Center

ACTION MEETING - 8:00 PM

2. Call to Order by Chairman
3. Pledge of Allegiance
4. Public Comment
5. Consider Approval of Minutes of the February 27, 2012 Meeting
6. Announce Board/Commission Appointments/Reappointments
7. Recognition of Police Department Promotions
8. Consider Authorization to Execute Side Agreement and Adopt an Amended & Restated Police Pension Plan Document
9. Consider Authorization to Advertise Proposed Ordinance #12-256 – Amending Snow & Ice Regulations – Violations & Penalties
10. Consider Proclamation Recognizing 10th Anniversary of Volunteer Fire Department of Montgomery Township
11. Consider Authorization for Release of Letter of Credit – LDS #633 – Montgomery Office Park
12. Consider Amendment to Township Employee Handbook – Training and Development Policy
13. Payment of Bills
14. Other Business
15. Adjournment

Future Public Hearings/Meetings:

03-13-12 @ 7:00 PM – 300th Anniversary Committee
03-14-12 @ 6:45 PM – Autumn Festival
03-14-12 @ 7:30 PM – Park & Recreation Board
03-14-12 @ 7:00 PM – Senior Committee
03-15-12 @ 7:30 PM – Planning Commission
03-20-12 @ 12:30 PM – Business Development Partnership

03-21-12 @ 7:00 PM – Sewer Authority
03-21-12 @ 7:30 PM – Public Safety Committee
03-21-12 @ 7:30 PM – Shade Tree Commission
03-22-12 @ 7:30 PM – Finance Committee
03-26-12 @ 8:00 PM – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Discuss Process and Options – Needs Assessment & Facility Use Study- Proposed Community/Recreation Center

MEETING DATE: March 12, 2012

ITEM NUMBER: *WS#1*

MEETING/AGENDA: Workshop

REASON FOR CONSIDERATION: Operational: Policy: Discussion: xx Information:

INITIATED BY: Lawrence J. Grogan
Township Manager



BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

The Township will be completing settlement on the Univest/Montgomery Office Park property on Tuesday, March 13th. The Board's intent in the purchase is to develop a multi-purpose recreation/community center for the Township. One of the first steps that the Board can consider to initiate the project would be to obtain proposals from professional consultants to conduct and complete a needs assessment and feasibility study for such a facility in order to develop information on:

- Community and citizen preference on program activities to be conducted at the facility;
- Facility space requirements for desired program activities;
- Optional conceptual site and building plans with cost estimates; and,
- Projected operating costs and offsetting operating revenues for each option.

The one key point at this stage in the whole discussion will be the financial obligations that would be incurred by the Township for both the construction and operation of the facility. This would include the impact of financing the construction on Capital Reserve funds and debt service limits.

For this meeting Staff will be prepared to discuss a draft RFP for such a study and information on Township reserve funds available to be used to fund the project as well as information on several options to fund all or portions of the project through issuance of debt including bank loans and or issuance of bonds.

PREVIOUS BOARD ACTION: Authorized acquisition of site.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: To be determined.

RECOMMENDATION: Provide Staff with direction.

MOTION/RESOLUTION: None

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Public Comment

MEETING DATE: March 12, 2012

ITEM NUMBER: #4

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

The Board needs to remind all individual(s) making a comment that they need to identify themselves by name and address for public record.

The Board needs to remind the public about the policy of recording devices. The individual(s) needs to request permission to record the meeting from the chairman and needs to identify themselves, by name and address for public record.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Approval of Minutes for February 27, 2012 Meeting

MEETING DATE: March 12, 2012

ITEM NUMBER:

#5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

Just a reminder – Please call Deb Rivas or Shirley Snyder on Monday, March 12, 2012 before noon with any changes to the minutes.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

None.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

**MINUTES OF MEETING
MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
FEBRUARY 27, 2012**

Chairman Candyce Fluehr Chimera called the executive session to order at 7:00 p.m. In attendance were Supervisors Michael Fox, Jeffrey McDonnell and Joseph Walsh. Supervisor Robert Birch was absent. Also in attendance were Lawrence Gregan, Frank R. Bartle, Esquire, Chief Richard Brady and Deputy Chief Scott Bendig. Five personnel matters, one matter of potential litigation and one matter of litigation were discussed.

Chairman Candyce Fluehr Chimera called the regular action meeting to order at 8:10 p.m. In attendance were Supervisors Michael Fox, Jeffrey McDonnell and Joseph Walsh. Supervisor Robert Birch was absent. Also in attendance were Frank R. Bartle, Esquire, Lawrence Gregan, Richard Brady, Scott Bendig, Bruce Shoupe, Kevin Costello, Rick Lesniak, Ann Shade, Rich Grier and Deb Rivas.

Following the Pledge of Allegiance, Chairman Chimera called for public comment from the audience and there was none.

Frank R. Bartle, Esquire reported that the Board met in an executive session earlier in the evening at 7:00 p.m. Mr. Bartle reported that there were five personnel matters, one matter of litigation involving the Zoning Hearing Board application of David and Rosemary Ferrino and one matter of potential litigation. Mr. Bartle reported that all of these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Supervisor Joseph Walsh made a motion to approve the minutes of the February 13, 2012 Board meeting and Supervisor Michael Fox seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Public Works Director, Kevin Costello, reported that the annual bids for Materials, Services and Equipment Rentals were opened on February 16, 2012 and reviewed by the staff. The staff's recommendation is to award the bids to the lowest responsible bidders. Resolution #1 was adopted unanimously authorizing contracts with the following companies:

Asphalt/Bituminous Concrete to Eureka Stone Quarry, amount not to exceed \$548,800; Stone Aggregate to Glasgow, Inc., various unit pricing; Lawn Care Treatments to Moyer & Son, Inc., \$16,170; Equipment Rental with Operator to P.K. Moyer & Sons, Inc., amount not to exceed \$365,900; and Crack Sealer to Crafc0, Inc. at \$.52 pickup and \$.55 delivery pricing.

Public Works Director Kevin Costello reported that the bids for the annual Curb and Sidewalk project were opened on February 16, 2012. The Township Engineer, Gilmore and Associates, reviewed the bids and made a recommendation to award the bid to the lowest responsible bidder, Drumheller Construction, with a bid of \$263,231.60. Mr. Costello reported that bids were received in the range of \$263,231.60 up to \$507,778.00. Supervisor Fox inquired if the Township had done business with Drumheller Construction in the past. Mr. Costello reported that Drumheller Construction was the contractor for this project in 2010 and 2009 and that the Township was very satisfied with the project completion. Resolution #2 was adopted unanimously, authorizing the award of the 2012 Curb and Sidewalk project to Drumheller Construction for a total project cost of \$263,231.60.

Kevin Costello reported that the Township has in prior years solicited for bids for petroleum products (gasoline & diesel fuel) used by various Township Departments. He noted that this year there is an opportunity for cost savings for the Township by purchasing petroleum products from the cooperative purchase contract awarded to Riggins, Inc. through the Southeastern PA Counties Cooperative Purchasing Board. Mr. Costello reported that moving to this contract could represent an approximate 13% reduction in fuel costs from 2011. Supervisor Fox inquired as to how this savings could be possible with the rising cost of fuel. Mr. Costello replied that previously the Township paid a price differential of several cents per gallon over the wholesale cost of fuel. With this cooperative purchasing contract, there is a fixed delivery charge assigned to each delivery of fuel while paying the wholesale cost. Mr. Costello explained that sharing the cost of the fuel with other municipalities brings the cost down for the

Township. Resolution #3 was adopted unanimously, authorizing Montgomery Township to participate in the Southeastern PA Counties Cooperative Purchasing Board for the purchase of petroleum products.

Director of Administration and Human Resources, Ann Shade, reported on the Pension Committee's recommendation to add an additional investment fund be added to the Township's 401(a) Money Purchase Pension Plan and 457(b) Deferred Compensation Plan. Mrs. Shade reported that Morgan Stanley Smith Barney Consulting Group serves as the Township's Broker for the Pension Plans and in late 2011, they presented the Pension Committee with three funds to consider for review. The Pension Committee recommended that the MainStay Large Cap Growth Fund be added to the plan's portfolios as an additional investment vehicle for Township employees. Resolution #4 was adopted unanimously, authorizing the addition of the MainStay Large Cap Growth Fund to both the 401(a) Money Purchase Pension Plan and the 457(b) Deferred Compensation Plan for Township employees.

Chief Richard Brady reported that the FBI will be holding its 20th annual Mid-Atlantic Law Enforcement Executive Development Seminar from Sunday, June 10 through Friday, June 15, 2012 at Princeton University. Chief Brady stated that this education opportunity is designed to provide training for police chiefs and law enforcement executives who head departments of 75 sworn officers or fewer. He indicated that this is an outstanding development seminar and that he is recommending that Deputy Chief Scott Bendig be authorized to submit an application to attend this training, and if selected, to do so. Resolution #5 was adopted unanimously, authorizing the application for Deputy Chief Bendig to attend the Mid-Atlantic Law Enforcement Executive Development Seminar at a cost of \$1,370.

Director of Planning and Zoning, Bruce Shoupe, reported that the Shade Tree Commission was requesting authorization to advertise for bids for their 2012 planting project involving the installation of Sugar Maple trees at Memorial Grove Park. Mr. Shoupe reported

that this project includes the installation of 64 2 ½" to 3" caliper Sugar Maples to create a grove environment and is estimated to cost \$24,864. Mr. Shoupe indicated that the Shade Tree Commission has \$33,000 in available funds for this project. Resolution #6 was adopted unanimously, authorizing the advertisement of bids for the Sugar Maples at Memorial Grove planting project.

Bruce Shoupe reported that the owner of the Residence Inn/Pizzeria Uno development is requesting that any funds remaining in the application escrow account be released. Mr. Shoupe reported that the project was completed several years ago and the construction escrow account was released in 2010. Resolution #7 was adopted unanimously, releasing the final application escrow of \$14,799.82, contingent upon all Township Consultant fees being paid.

Supervisor Joseph Walsh made a motion to approve the payment of bills. Supervisor Michael Fox seconded the motion. The payment of bills was unanimously approved as submitted.

Under other business, Chairman Candyce Chimera made a motion (#8) to oppose the zoning hearing board application of David and Rosemary Ferrino of 1229 Kenas Road and authorize the Township Solicitor to enter an appearance in opposition on behalf of the Township. The motion was moved by Supervisor Joseph Walsh and seconded by Supervisor Michael Fox. The motion was approved unanimously.

There being no further business to come before the Board, the meeting adjourned at 8:30 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Announce Board/Commission Appointments/Reappointments

MEETING DATE: March 12, 2012

ITEM NUMBER: #6

MEETING/AGENDA: WORK SESSION

ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Grogan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

Linda Brooks has submitted a resume for consideration as a member of the Park & Recreation Board. Ms. Brooks has been involved with nature conservation her whole life, and belongs to various organizations such as the National Wildlife Federation, Arbor Day Foundation and others. Ms. Brooks has also been instrumental in working with the Montgomery Basketball Association, which was founded by her husband, Mike Brooks. Ms. Brooks would be filling a vacancy on the Park & Recreation Board with a term to expiration on January 1, 2013. An Oath of Office will be available on Monday evening.

Dan Spinelli was a member of the Open Space Committee from February of 2011 to December 2011, at which time he did not seek reappointment. Mr. Spinelli has expressed an interest in being reappointed to the Open Space Committee. Since Mr. Spinelli recently served on the Open Space Committee, no Oath of Office is needed.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Consider appointment of Linda Brooks to fill a vacancy on the Park & Recreation Board.
Consider reappointment of Dan Spinelli to the Open Space Committee.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the appointment of Linda Brooks to fill a vacancy on the Park & Recreation Board with a term to expire on January 1, 2013.

BE IT FURTHER RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the appointment of Dan Spinelli as a member of the Open Space Committee with a term to expire on January 1, 2013.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Police Department Sergeant Promotions

MEETING DATE: March 12, 2012 ITEM NUMBER: #7A

MEETING/AGENDA: ACTION xx NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Chief Richard J. Brady

BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

In January, 2011, an examination and selection process was conducted for Sergeant promotions in the Police Department. At that time the top four candidates included then Corporals Gerald Dougherty, William Peoples, Robert Hart and Glenn Davis. At that time Corporals Dougherty and Peoples were promoted to the rank of Sergeant.

In January 2012, Sergeants Gerald Dougherty and William Peoples, were promoted to the rank of Lieutenant in the Department. Each had supervised a patrol squad prior to their promotions leaving two Sergeant's positions vacant. Robert Hart, Badge #25 and Corporal Glenn Davis, Badge #37, are presently supervising those two patrol squads and are the next two eligible candidates for promotion. At this time, I am recommending that Corporal Hart and Corporal Davis be promoted to the rank of Sergeant effective March 13, 2012.

Corporal Robert Hart, Badge #25, began his career in law enforcement with the Upper Dublin Police Department as a police dispatcher. In August 1983, he obtained a position as a police officer with the Fairfax County, Va. Police Department. He began his career with the Montgomery Township Police Department on August 5, 1988, as a patrol officer as he desired to work and reside closer to this family in Pennsylvania. It should be noted that Montgomery Township Police Department was the only police department he applied for when he decided to return to Pennsylvania.

From February to May 1991, he attended Canine Handler Training with his first Canine "Bart". This team worked together for six years and Bart was retired on March 19, 1997, due to health issues. In March 1998, Canine Officer Hart again attended Canine Handlers Training with Canine Astro. As with Canine Bart this team is trained in both patrol and narcotics detection. Canine Astro was retired on May 5, 2005.

Once again, from September 6 to December 9, 2005, Canine Officer Hart attended Canine Handlers Training with his new Canine "Jammer". This team is still on patrol in Montgomery Township and is certified in patrol and narcotics detection.

On November 10, 2008, Canine Officer Robert Hart was promoted to the rank of Corporal after competitive testing.

Canine Corporal Robert Hart has numerous letters of commendation from this police department, outside agencies, citizens and from previous Board of Supervisors. He has attended a number of schools, conferences and seminars, besides Canine Schools, and is a certified canine instructor.

Canine Corporal Hart had also participated yearly in the Montgomery Township Junior Police Academy, Montgomery Township Citizens Police Academy, and Montgomery Township Autumn Festival.

It is with great pleasure that I recommend Canine Corporal Robert Hart be promoted to the rank of Sergeant.

Corporal Glenn Davis began his police career with the Montgomery Township Police Department as a Police Dispatcher in July 1993. He obtained a position as a patrol officer on September 5, 1997. He attended the Municipal Police Officers Education and Training Commission Training for recruit police officers at the Pennsylvania State Police Academy in Hershey, PA, from September 8 to December 11, 1997. On January 5, 1998, he was promoted to the rank of Patrol Officer III, on January 5, 1999 to Patrol Officer II and promoted to Patrol Officer I on January 5, 2000.

In 2001, Officer Davis was assigned to the Highway Safety Unit and in June, 2006, he was reassigned from the Highway Safety Unit to the Canine Unit. He attended Canine Handler Training with Canine Aston and the team is certified in Patrol and Narcotics.

On November 10, 2008, Canine Officer Glenn Davis was promoted to the rank of Corporal after competitive testing.

Corporal Davis has received numerous letters of commendation from civilians, the police department and outside agencies. He has attended an untold number of schools, conferences and seminars to further his police career. Canine Corporal Davis had also participated yearly in the Montgomery Township Junior Police Academy, Montgomery Township Citizens Police Academy, and Montgomery Township Autumn Festival.

It is with great pleasure that I recommend Canine Corporal Glenn Davis be promoted to the rank of Sergeant effective March 13, 2012.

PREVIOUS BOARD ACTION: Approved in 2012 police budget. .

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Promotional increases for all promotions have been included in the approved 2012 Budget.

RECOMMENDATION:

Board Chairman to present Sergeant badges to Corporal Robert Hart and Corporal Glenn Davis. A resume will be read by the Chief for each new Sergeant as the badges are presented.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisor of Montgomery Township that we hereby promote Corporal Robert Hart and Corporal Glenn Davis to the rank of Sergeant of the Montgomery Township Police Department effective March 13, 2012.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Approval of Police Department Promotion – Patrolman II

MEETING DATE: March 12, 2012 ITEM NUMBER: #7B

MEETING/AGENDA: ACTION **XX** NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Chief Richard J. Brady BOARD LIAISON: Robert J. Birch, Supervisor
Liaison – Public Safety Committee

BACKGROUND:

This is to advise that Officer Lee Wagner was hired on January 29, 2010. He successfully completed his one year probationary period on January 29, 2011, and was promoted to the rank of Patrol Officer III.

Officer Wagner is now eligible to be promoted to the rank of Patrol Officer II. He has received a satisfactory performance evaluation from his patrol Sergeant. He is a dedicated police officer that always attempts to achieve higher goals. He is proactive in his duties and is becoming a valuable asset to this police department.

It is with great pleasure that I recommend Police Officer Lee Wagner be promoted to the rank of Patrol Officer II, effective January 29, 2012.

PREVIOUS BOARD ACTION: Approved in 2012 police budget. .

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Promotional increases have been included in the approved 2012 Budget.

RECOMMENDATION:

The Board is requested to approve the promotion of Officer Lee Wagner to the rank of Patrol Officer II, effective January 29, 2012.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the promotion of Officer Lee Wagner to the rank of Patrol Officer II, effective January 29, 2012.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candye Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Execute Side Agreement and Adopt an Amended and Restated Police Pension Plan Document

MEETING DATE: March 12, 2012

ITEM NUMBER: 48

MEETING/AGENDA: ACTION XX NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Lawrence J. Grogan, Township Manager *Lawrence J. Grogan* BOARD LIAISON: Candyce Fluehr Chimera
Ann Shade, Human Director of Administration and Human Resources Chairman

BACKGROUND:

This matter involves authorization to execute Side Agreement with the Montgomery Township Police Officers Collective Bargaining Unit ("CBU") and adopt an Amended and Restated Police Pension Plan Document related to settlement of the 2012 – 2016 Police Collective Bargaining Agreement.

In September 2011, Board of Supervisors and Township Police Officers executed a new Collective Bargaining Agreement, effective for the period from 1/1/2012 through 12/31/2016, which agreement provides for certain changes to the Pension benefits in the Police Pension Plan. The changes included an increase in the amount of the Service Increment payments for completion of years of service after 25 years, a change in the eligible DROP period from 36 Months to 48, elimination of the DROP as a free-standing Exhibit to the Police Contract and incorporation of the DROP language into the Police Pension Plan Document.

In the process of preparing an Amended and Restated Police Pension Plan document to incorporate these changes, it became apparent that certain additional changes to the Police Pension Plan Document were necessary. These changes including removal of certain language pertaining to the DROP that did not properly belong in the Police Pension Plan Document itself but which were more appropriately a part of the Collective Bargaining Agreement necessitating execution of a Side Agreement.

Further, subsequent to executing the Collective Bargaining Agreement, the Township and CBU agreed upon new time parameters applicable to DROP participation that more accurately reflects how the DROP has been administered, and revisions to Article VII, Termination of Plan, to comply with the Policemen and Firemen Collective Bargaining Act ("Act 111") and the Police Pension Fund Act ("Act 600").

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

In order to ensure that the Collective Bargaining Agreement properly reflects the various changes agreed to by the Police and Township, a "Side Agreement" has been prepared for execution by the Police and Township. Further an Amended and Restated Police Pension Plan document has been prepared for adoption by the Board of Supervisors.

MOTION/RESOLUTION:

WHEREAS the Board of Supervisors and its Police Officers have entered into a new collective bargaining agreement ("New Agreement") and negotiated terms of a "Side Agreement" effective for the period from 1/1/2012 through 12/31/2016, which Agreements provide for certain changes to the benefits to its' Police Officers under the Police Pension Plan; and

WHEREAS, the Board of Supervisors desires to adopt an Amended and Restated Police Pension Plan ("Plan") document to ensure that the Plan properly reflects the various changes provided in the New Agreement and Side Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Board hereby authorizes the execution of the Side Agreement and adopts the Amended and Restated Police Pension Plan document in the form as attached hereto with an effective date of 1/1/2012.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

SIDE AGREEMENT

This is a Side Agreement between the Township of Montgomery ("Township") and the Montgomery Township Police Officers Collective Bargaining Unit ("CBU").

BACKGROUND

On September 8, 2011, the Township and Association reached a settlement ("Settlement") as to the terms and conditions of a new collective bargaining agreement to be effective for the years 2012 through 2016 ("Police Contract"). Pursuant to Settlement, the Township has amended the Montgomery Township Police Pension Plan ("Plan Document") to ensure that it is current, incorporates the Deferred Option Retirement Program ("DROP") and accurately reflects the terms of the Police Contract as agreed under the Settlement.

In the context of eliminating the DROP as a free-standing Exhibit to the Police Contract and incorporating it into the Plan Document, it became apparent that certain additional changes were necessary, including that certain language pertaining to the DROP did not properly belong in the Plan Document itself. In addition, subsequent to executing the Settlement, the Township and CBU agreed upon new time parameters applicable to DROP participation that more accurately reflects how the DROP has been administered and revisions to Article VII, Termination of Plan, to comply with the Policemen and Firemen Collective Bargaining Act ("Act 111") and the Police Pension Fund Act ("Act 600").

NOW, THEREFORE, the parties hereby agree as follows:

1. The Township and CBU reaffirm that the following terms and conditions of the Deferred Option Retirement Program ("DROP"), previously agreed upon between the parties, which shall continue to be in effect for the duration of the Police Contract:
 - a) **Effective Date.** The Effective Date of the revised terms and conditions DROP terms and conditions is January 1, 2012.
 - b) **Construal of Provisions.** An Officer's election to participate in the DROP program shall in no way be construed as a limitation on the Township's right to suspend or terminate an officer for just cause or to grant the officer an honorable discharge based upon a physical or mental inability to perform his or her duties.
 - c) **Severability.** The provisions of the DROP shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the DROP shall not be affected thereby. It is hereby expressly declared as the intent of the Township that the DROP would have been adopted had such unconstitutional or illegal provision or provisions not been included herein. In the event that the DROP is declared invalid or illegal by a court of competent jurisdiction or through an administrative determination of the Office of the Auditor General, the CBU shall have the right to bargain in accordance with Act 111 over deletion of this benefit. It is expressly understood that this shall not involve bargaining over a replacement provision.

2. It is further agreed that the revised version of the Montgomery Township Police Pension Plan, as attached hereto, shall be the operative version of the Plan Document and shall be appended to the 2012-2016 police contract as Exhibit E.
3. The Township shall promptly adopt the revised version of the Plan Document as the amended and restated Montgomery Township Police Pension Plan.
4. The Summary Plan Description for the Pension Plan shall be discontinued.

**ON BEHALF OF MONTGOMERY
TOWNSHIP:**

Candyece Fluehr Chimera, Date
Chairman, Board of Supervisors

Joseph P. Walsh, Date
Vice-Chairman, Board of Supervisors

Robert J. Birch Date
Board of Supervisors

Michael J. Fox, Date
Board of Supervisors

Jeffrey W. McDonnell, Date
Board of Supervisors

Lawrence J. Grogan Date
Township Manager


**ON BEHALF OF MONTGOMERY
TOWNSHIP POLICE OFFICERS
COLLECTIVE BARGAINING UNIT:**

 3-7-12
Sgt. Daniel Mitchell, Date

 3-7-12
Detective Edward Davies Date

 3/7/12
Detective John McGready Date

 3-7-12
Officer Mark Webster Date

 3/7/12
Officer Michael Jenkins Date

MONTGOMERY TOWNSHIP

POLICE

PENSION PLAN

(formerly named the Montgomery Township Police Retirement Plan)

(Effective January 1, 2012)

Defined Benefit Plan 7.6

Restated July 1, 1992, January 1, 2007, January 1, 2008, January 1, 2012

INTRODUCTION

The Employer agrees to operate the plan according to the terms, provisions, and conditions set forth in this document.

The Employer previously established a defined benefit retirement plan on October 7, 1957. The plan subsequently was amended and restated, effective July 1, 1992, January 1, 2007, and January 1, 2008.

The Employer is of the opinion that the plan should be changed. It is believed that the best means to accomplish these changes is to completely restate the plan's terms, provisions, and conditions. The restatement is set forth in this document and is substituted in lieu of the prior document and is generally effective January 1, 2012. Effective with this restatement, the Plan's name has been changed to the Montgomery Township Police Pension Plan.

The restated defined benefit pension plan continues to be for the exclusive benefit of employees of the Employer. All persons covered under the plan on January 1, 2007, shall be covered under the restated plan with no loss of benefits.

It is intended that the plan, as restated, shall continue to meet the requirements for a governmental plan under the Internal Revenue Code of 1986, including any later amendments to the Code, as such Code pertains to governmental plans. The plan is intended to meet the requirements of Act 600 governing police pension plans of Pennsylvania for Townships and Boroughs.

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ARTICLE I FORMAT AND DEFINITIONS

SECTION 1.01 FORMAT.

Words and phrases defined in the DEFINITIONS SECTION of Article I shall have that defined meaning when used in this Plan, unless the context clearly indicates otherwise.

These words and phrases will have an initial capital letter to aid in identifying them as defined terms.

SECTION 1.02 DEFINITIONS.

ACCRUAL SERVICE means the total of an Employee's Service with the Employer. This total is expressed in whole years and fractional parts of a year (counting a complete month as a fractional part of a year). A Period of Military Duty shall be included as Accrual Service if the Employee was an Eligible Employee for six months preceding his Period of Military Duty and if such Employee again becomes an Eligible Employee within six months following his Period of Military Duty.

ACCRUED BENEFIT means the amount of monthly retirement benefit in the Normal Form accrued by an Active Participant as of any date. See the ACCRUED BENEFIT SECTION of Article IV.

ACCRUED BENEFIT ADJUSTMENT means the adjustment which shall be applied to determine a Participant's benefit. The Accrued Benefit Adjustment on any date shall be equal to the quotient (to four decimal places) of (a) divided by (b):

- (a) The Participant's Accrual Service converted to complete months, as of such date.
- (b) The number of months in (a) above plus the number of complete months between such date and his Normal Retirement Date.

The Accrued Benefit Adjustment shall not exceed 1.00.

ACT 205 means the Municipal Pension Plan Funding Standard and Recovery Act, act of December 18, 1984, P.L. 100 No. 205, as amended, 53 P.S. 895, 101, et seq., providing for the annual distribution of state aid to municipalities to offset employee pension costs.

ACT 600 means Act of May 29, 1956 P.L. (1955) 1804, as amended, 53 P.S. Section 767, et seq, governing police pension plans of Pennsylvania.

ACTIVE PARTICIPANT means an Eligible Employee who is actively participating in the Plan according to the provisions in the ACTIVE PARTICIPANT SECTION of Article II.

ANNUITY STARTING DATE means, for a Participant, the first day of the first period for which an amount is paid as an annuity, or any other form.

The Annuity Starting Date for disability benefits shall be the date such benefits commence if the disability benefit is not an auxiliary benefit. An auxiliary benefit is a disability benefit which does not reduce the benefit payable at Normal Retirement Date.

ATTENDING COLLEGE means the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of seven (7) credit hours per semester.

AVERAGE COMPENSATION means, on any given date, the average of an Employee's Compensation on the 36 latest Compensation Dates (all Compensation Dates, if less than this number) occurring before such given date.

Pay as used in this definition includes base pay and longevity pay but excludes overtime, night differential pay and any other enumeration such as court pay, holiday pay, and education pay.

BENEFICIARY means the person or persons named by a Participant to receive any benefits under this Plan upon the Participant's death. See the BENEFICIARY SECTION of Article IX.

CODE means the Internal Revenue Code of 1986, as amended.

COMPENSATION means, for any given month, the Employee's fixed rate of monthly pay in effect on the first day of that month. Pay as used in the definition includes base pay, longevity pay, and holiday pay, but excludes overtime and any other remuneration such as court pay and education pay.

For years beginning after December 31, 1988, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for any year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year and the first adjustment to the \$200,000 limitation is effected on January 1, 1990.

For years beginning prior to January 1, 1997, in determining the Compensation of a Participant for purposes of this limitation, the rules of Code Section 414(q)(6) shall apply, except that in applying such rules, the term "family" shall include only the spouse of the Participant and any lineal descendants of the Participant who have not attained age 19 before the close of the year. If, as a result of the application of such rules, the adjusted \$200,000 limitation is exceeded, the limitation shall be prorated among the affected individuals in proportion to each such individual's Compensation as determined under this definition prior to the application of this limitation.

If Compensation for any prior period is taken into account in determining a Participant's contributions or benefits for the current period, the Compensation for such prior year is subject to the applicable annual compensation limit in effect for that prior year. For this purpose, for years beginning before January 1, 1990, the applicable annual compensation limit is \$200,000.

Effective January 1, 1996 through December 31, 2001, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for any year shall not exceed \$150,000. This limitation shall be adjusted by the Secretary at the same time

and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year.

Effective for years beginning on or after January 1, 2002, the annual Compensation of each Participant taken into account for determining all benefits provided under the Plan for any year shall not exceed \$200,000. This limitation shall be adjusted by the Secretary at the same time and in the same manner as under Code Section 415(d), except that the dollar increase in effect on January 1 of any calendar year is effective for years beginning in such calendar year.

If the Plan determines Compensation on a period of time that contains fewer than 12 months, the annual compensation limit is an amount equal to the annual compensation limit for the calendar year in which the period begins multiplied by the ratio obtained by dividing the number of full months in the period by 12.

COMPENSATION DATE means the first day of each month immediately before an Employee's Entry Date and the same date of each following month on which he is an Active Participant.

If an Employee is not an Employee on the Compensation Date, his fixed rate of pay on his latest Entry or Reentry Date, whichever applies, shall be treated as his pay on the Compensation Date.

CONTINGENT ANNUITANT means the Participant's spouse who shall receive a lifetime benefit after the Participant's death according to a survivorship life annuity form of distribution.

CONTRIBUTIONS means Employer Contributions and Required Contributions as set out in Article III, unless the context clearly indicates otherwise.

DIRECT ROLLOVER means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

DISTRIBUTE means an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are distributees with regard to the interest of the spouse or former spouse.

DROP means Deferred Retirement Option Plan.

DROP ACCOUNT means a separate account created to accept DROP participants' monthly pension check while a DROP participant.

ELIGIBLE EMPLOYEE means any Employee whose employment with the Employer is for not less than 40 hours per week at a definite salary and whose employment classification is Police Officer (including, Chief of Police, Deputy Chief and Lieutenant).

ELIGIBLE RETIREMENT PLAN means an individual retirement account described in Code Section 408(a); an individual retirement annuity described in Code Section 408(b); an annuity

plan described in Code Section 403(a); an annuity contract described in Code Section 403(b); an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a state, political subdivision of a state, and any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan; or a qualified trust described in Code Section 401(a), that accepts the Distributee's Eligible Rollover Distribution.

ELIGIBLE ROLLOVER DISTRIBUTION means any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

- (a) Any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten years or more.
- (b) Any distribution to the extent such distribution is required under Code Section 401(a)(9).
- (c) The portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

A portion of the distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions that are not includible in gross income. Such portion, however, may be paid only to an individual retirement account or annuity described in Code Section 408(a) or (b) or to a qualified defined contribution plan described in Code Section 401(a) or 403(a) that agrees to separately account for the amounts so transferred, including separately accounting for the portion of such distribution that is includible in gross income and the portion that is not includible.

EMPLOYEE means an individual who is employed by the Employer.

EMPLOYER means MONTGOMERY TOWNSHIP.

EMPLOYER CONTRIBUTIONS means contributions made by the Employer to fund this Plan. See the EMPLOYER CONTRIBUTIONS SECTION of Article 111.

EMPLOYMENT COMMENCEMENT DATE means the date an Employee first performs an hour-of-service.

ENTRY DATE means the date an Employee first enters the Plan as an Active Participant. See the ACTIVE PARTICIPANT SECTION of Article 11.

FISCAL YEAR means the Employer's accounting year. The last day of the Fiscal Year is December 31.

INACTIVE PARTICIPANT means a former Active Participant who has an Accrued Benefit. See the INACTIVE PARTICIPANT SECTION of Article 11.

INVESTMENT MANAGER means any fiduciary (other than a trustee)

- (a) who has the power to manage, acquire, or dispose of any assets of the Plan; and
- (b) who (1) is registered as an investment adviser under the Investment Advisers Act of 1940, or (2) is a bank, as defined in the Investment Advisers Act of 1940, or (3) is an insurance company qualified to perform services described in subparagraph (a) above under the laws of more than one state; and
- (c) who has acknowledged in writing being a fiduciary with respect to the Plan.

LATE RETIREMENT DATE means, for a Participant who continues working for the Employer after his Normal Retirement Date, the first day of the month after a Participant ceases to be an Employee (the date he ceases to be an Employee, if he ceases to be an Employee on the first day of the month).

If he has not ceased to be an Employee on his Normal Retirement Date, his Late Retirement Date shall be the date his retirement benefit begins.

MONTHLY DATE means each Yearly Date and the same day of each following month during the Plan Year beginning on such Yearly Date.

NORMAL FORM means:

- (a) For an unmarried Participant a straight life annuity.
- (b) For a married Participant a 50 percent survivorship life annuity.

NORMAL RETIREMENT DATE means the first day of the month after a Participant meets the following requirements:

- (a) He has attained age 50, effective January 1, 2002, or age 55 prior to January 1, 2002.
- (b) He has completed 25 years of Accrual Service.

Provided, however, for a Participant who was a Participant under the Plan, if any, prior to December 21, 1965, Normal Retirement Date will be the earlier of the date determined above or the date on which the later of the following occurs:

- (a) The date he attains age 60.
- (b) The date he completes 20 years of Accrual Service.

His Normal Retirement Date shall be the date his retirement benefit begins if he has ceased to be an Employee on such date.

PARTICIPANT means either an Active Participant or an Inactive Participant.

PARTICIPANT CONTRIBUTIONS means Required Contributions as set out in Article III.

PERIOD OF MILITARY DUTY means, for an Employee who served as a member of the armed forces of the United States, the period of time from the date the Employee was first

absent from active work for the Employer because of such military duty to the date the Employee was reemployed.

A Period of Military Duty shall only be credited for an Employee who is not entitled to receive, now or in the future, retirement benefits for such service under a retirement system administered and wholly or partially paid for by any other governmental agency with the exception of pay earned by a combination of active duty and nonactive duty with a reserve or national guard component of the armed forces, which retirement pay is payable only upon reaching a specified age and completion of a period of service (relating to retired pay for non-regular service).

PLAN means the retirement plan of the Employer set forth in this document, including any later amendments to it.

PLAN ADMINISTRATOR means the person or persons who administer the Plan. The Plan Administrator is the Employer.

PLAN YEAR means a period beginning on a Yearly Date and ending on the day before the next Yearly Date.

REENTRY DATE means the date a former Active Participant reenters the Plan. See the ACTIVE PARTICIPANT SECTION of Article II.

REQUIRED CONTRIBUTION ACCOUNT means, on any date, the total of a Participant's Required Contributions with interest. Contributions previously paid to the Participant or applied for him, and any interest that would have been credited on those contributions, shall be excluded.

Interest shall be credited in each Plan Year at the rate of four percent per annum compounded annually. Interest shall be credited on each Required Contribution from the end of the Plan Year for which it was made until the Monthly Date on or before the date of determination.

REQUIRED CONTRIBUTIONS means nondeductible Contributions which may be required from a Participant in order to participate in this Plan. See the REQUIRED CONTRIBUTIONS BY PARTICIPANTS SECTION of Article III.

RETIREMENT DATE means the date a retirement benefit will begin and is a Participant's Normal or Late Retirement Date, as the case may be.

SERVICE means any service for which an Employee is either (i) directly or indirectly paid by the Employer or (ii) performing duties for the Employer. No interruption in Service (based on the regular work week for his job without overtime) will be deemed to have occurred during any approved period of absence by reason of temporary lay-off, leave of absence (not to exceed two years), a temporary absence on account of disability, illness, or injury, pregnancy, or labor-management dispute.

Any discretion of the Employer under the provisions of this definition will be exercised without discrimination in accordance with definitely established rules uniformly applicable to Participants whose approved periods of absence were occasioned by similar circumstances.

Notwithstanding any provision to the contrary, credit for Service with respect to qualified military service shall be provided in accordance with Code Section 414(u).

SUPERANNUATION RETIREMENT DATE means the date a Participant would have met the requirements for Normal Retirement Date had he remained an Eligible Employee until such date.

TOTALLY AND PERMANENTLY DISABLED means a Participant is disabled as a result of performing the duties of a Montgomery Township police officer, to the extent that he is prevented from engaging in his normal duties as a police officer as determined by a physician acceptable to or chosen by the Township.

TOWNSHIP means the Township of Montgomery, Montgomery County, Pennsylvania

TRUST means an agreement of trust between the Employer and Trustee established for the purpose of holding and distributing the Trust Fund under the provisions of the Plan.

TRUST FUND means the total funds held under the Trust for the purpose of providing benefits for Participants. These funds result from Contributions made under the Plan which are forwarded to the Trustee to be deposited in the Trust Fund as provided in the INVESTMENT OF CONTRIBUTIONS SECTION of Article III. The Trust Fund shall be valued annually at current fair market value on the date used for computing plan costs for minimum funding purposes and, at the discretion of the Trustee, may be valued more frequently. The valuation shall take into consideration investment earnings credited, expenses charged, payments made, and changes in the value of the assets held in the Trust Fund.

TRUSTEE means the trustee or trustees under the Trust. The term Trustee as it is used in the Plan is deemed to include the plural unless the context clearly indicates otherwise.

YEARLY DATE means January 1, 1984, and the same day of each following year. Yearly Dates before January 1, 1984, shall be determined under the provisions of the prior document.

ARTICLE II PARTICIPATION

SECTION 2.01 ACTIVE PARTICIPANT.

(a) An Employee shall first become an Active Participant (begin active participation in the Plan) on the earliest date on or after January 1, 2012, on which he is an Eligible Employee. This date is his Entry Date. Each Employee who was an Active Participant under the Plan on December 31, 2011, shall continue to be an Active Participant if he is still an Eligible Employee on January 1, 2012, and his Entry Date will not change.

(b) An Inactive Participant shall again become an Active Participant (resume active participation in the Plan) on the date he again becomes an Eligible Employee. This date is his Reentry Date. Upon again becoming an Active Participant, he shall cease to be an Inactive Participant.

(c) A former Participant shall again become an Active Participant (resume active participation in the Plan) on the date he again becomes an Eligible Employee. This date is his Reentry Date.

There shall be no duplication of benefits for a Participant under this Plan because of more than one period as an Active Participant.

SECTION 2.02 INACTIVE PARTICIPANT.

An Active Participant shall become an Inactive Participant (stop accruing benefits under the Plan) on the earliest of the following:

(a) The date on which he ceases to be an Eligible Employee (on his Retirement Date if he ceases to be an Eligible Employee within one month of his Retirement Date).

(b) The date on which he enters the Deferred Option Retirement Program.

(c) The effective date of complete termination of the Plan.

An Employee or former Employee who was an Inactive Participant under the Plan on December 31, 2011, shall continue to be an Inactive Participant on January 1, 2012. Eligibility for any benefits payable to him or on his behalf and the amount of the benefits shall be determined according to the provisions of the prior document, unless otherwise stated in this Plan.

SECTION 2.03 CESSATION OF PARTICIPATION.

A Participant, whether active or inactive, shall cease to be a Participant on the earlier of the following:

(a) The date of his death.

(b) The date he receives a single sum distribution which is in lieu of all of his benefits under the Plan.

An Inactive Participant shall also cease to be a Participant on the earliest date on which he is not entitled to a deferred monthly income under the VESTED BENEFITS SECTION OF Article V.

ARTICLE III CONTRIBUTIONS

SECTION 3.01 EMPLOYER CONTRIBUTIONS.

The amount of Employer Contributions shall meet or exceed the minimum funding standards of Act 205. The amount and time of Employer Contributions shall be determined based on actuarial valuations and recommendations as to the amounts required to fund benefits under this Plan. Forfeitures shall be applied to reduce future Employer Contributions.

A portion of the Plan assets resulting from Employer Contributions (but not more than the original amount of those Contributions) may be returned if the Employer Contributions are made because of a mistake of fact. The amount involved must be returned to the Employer within one year after the date the Employer Contributions are made by mistake of fact. Except as provided under this paragraph and in Articles VII, the assets of the Plan shall never be used for the benefit of the Employer and are held for the exclusive purpose of providing benefits to Participants and their Beneficiaries and for defraying reasonable expenses of administering the Plan as allowed under Act 600.

SECTION 3.02 REQUIRED CONTRIBUTIONS BY PARTICIPANTS.

Each Active Participant shall make Required Contributions. These Required Contributions shall be made for each month in which he is an Active Participant.

The amount of each Required Contribution will be equal to 5% of his Compensation for the month but it may be reduced annually by resolution of the township.

A Participant shall not make Required Contributions during any period he is receiving on-duty disability payments under the DISABILITY BENEFITS SECTION of Article V.

The Participant's Required Contribution Account is fully (100%) vested and nonforfeitable at all times.

Required Contributions may continue in accordance with applicable law in the event that the participant experiences a qualified military leave.

SECTION 3.03 INVESTMENT OF CONTRIBUTIONS.

All Contributions are forwarded by the Trustee to be deposited in the Trust Fund. Investment of Contributions is governed by the provisions of the Trust and any other funding arrangement in which the Trust is or may be invested.

The Plan Administrator may delegate to the Investment Manager investment discretion for Plan assets.

SECTION 3.04 FUNDING POLICY.

At least annually, the Plan Administrator shall review all pertinent Employee information and Plan data to establish the Plan's funding policy and to determine appropriate methods to carry out the

Plan's objectives. The Plan Administrator shall annually inform the Trustee and any Investment Manager of the Plan's short-term and long-term financial needs so the investment policy can be coordinated with the Plan's financial requirements.

The Plan Administrator's funding policy is to make contributions under this Plan that do not exceed payments made by the State Treasurer to the Employer from monies received from taxes paid upon premiums collected by foreign casualty insurance companies, for the purpose of pension retirement for policepersons, and by gifts, grants, devises, or bequests granted to the Plan pursuant to law. The payments made by the State Treasurer to the Employer from the monies received from taxes paid upon premiums collected by foreign casualty insurance companies for the purposes of pension retirement and disability benefits for Employees shall be used as follows:

- (a) to reduce the unfunded liability, or after such liability has been funded,
- (b) to apply against the annual obligation of the Employer for future service cost, or to the extent that the payment may be in excess of such obligations, and
- (c) to reduce Required Contributions.

ARTICLE IV RETIREMENT BENEFITS

SECTION 4.01 ACCRUED BENEFIT.

An Active Participant's monthly Accrued Benefit as of any date, subject to the modifications below, will be equal to the product of (a), (b) and (c) below:

- (a) An amount equal to 50% of his Average Compensation.
- (b) His Accrued Benefit Adjustment.
- (c) Service Increments

Service increment payments per month shall be provided for completed years of service after 25 years of service to a maximum of \$500 per month as follows:

Completion of 26 years – Additional \$100 per month
Completion of 27 years – Additional \$200 per month
Completion of 28 years – Additional \$300 per month
Completion of 29 years – Additional \$400 per month
Completion of 30 years – Additional \$500 per month

SECTION 4.02 AMOUNT OF BENEFIT AT RETIREMENT.

The amount of retirement benefit to be provided in the Normal Form for an Active Participant on his Retirement Date shall be determined according to the provisions of this Article IV.

An Active Participant's retirement benefit on his Normal Retirement Date shall be equal to his Accrued Benefit on such date.

An Active Participant's retirement benefit on his Late Retirement Date shall be equal to his Accrued Benefit as of his Late Retirement Date.

SECTION 4.03 BENEFIT LIMITATION.

(a) Notwithstanding any other provisions of the Plan, and only to the extent required by applicable law, the annual benefit (as defined in Code Section 415(b)(2)) with respect to a Participant, when combined with the annual benefit with respect to such Participant under all other plans required to be aggregated with the Plan under the provisions of Code Section 415, shall not exceed the amount permitted under Code Section 415, taking into account those provisions applicable to government plans, including to the extent applicable transition rules and rules protecting prior accrued benefits. To the extent required to comply with Code Section 415, adjustments to benefits payable with respect to such Participant shall be made first under the Plan before making any adjustments under other defined benefit plans maintained by the Employer.

The definition of compensation used for purposes of performing the Code Section 415 test, described above, shall be a definition that satisfies Treasury Regulation §1.415-2(d).

With respect to the limits imposed by Code Section 415(b)(2), actuarial equivalence shall be determined on the basis of the applicable interest rate and mortality table. The applicable interest rate is the rate of interest on 30-year Treasury securities as specified by the Commissioner for December (the look-back month) for the Plan Year (the stability period) that contains the Annuity Starting Date for the distribution. The applicable mortality table is set forth in Rev. Rul. 2001-62 or its successor.

(b) If the Participant is a participant in any other qualified defined benefit pension plan sponsored by the Employer, his pension benefit under such other plan shall be aggregated with his projected benefit under the Plan, and the Accrued Benefit under the Plan shall be reduced, to the extent necessary, so that the aggregate of such benefits does not exceed the limitations set forth in this Section.

(c) To the extent that the limitations set forth herein may be from time to time adjusted by regulations or other publications issued by the Secretary of the Treasury or his delegate such adjusted amounts shall be substituted for the amounts set forth in this Section 4.04, provided that no such adjustment shall reduce a Participant's Accrued Benefit unless such adjustment is required to preserve the qualified status of the Plan. To the extent that the limitations under this Section 4.04 become unnecessary by amendment of law, the limitations shall be deemed inoperative under the Plan.

ARTICLE V OTHER BENEFITS

SECTION 5.01 DEATH BENEFITS.

(a) If a Participant dies prior to his Annuity Starting Date, his surviving spouse or, if no surviving spouse or if the surviving spouse subsequently dies, his child(ren) under the age of 18 (under the age of 23 if Attending College), shall be entitled to a single sum death benefit equal to his Required Contribution Account, unless the Participant designates a Beneficiary for this purpose.

(b) If a Participant dies after having become eligible to receive a pension or disability benefit, a monthly pension or disability benefit equal to 50% of the benefit the Participant was receiving or would have been entitled to receive if he had been retired at the time of his death shall be payable to the surviving spouse until her death and then to the Participant's child(ren) until reaching the age of 18 or 23, if Attending College).

SECTION 5.02 VESTED BENEFITS.

(a) A Participant who becomes an Inactive Participant before retirement or death (and, if applicable, before the date a disability payment begins under the DISABILITY BENEFITS SECTION of Article V) will be entitled to a deferred monthly retirement benefit in the Normal Form to begin on his Superannuation Retirement Date. The deferred retirement benefit will be equal to the Participant's Accrued Benefit on the day before the date he became an Inactive Participant, assuming he has completed 12 years of Accrual Service and ceases to be an Eligible Employee before the date he completes the age and service requirements for Normal Retirement Date.

The vested benefit will only be provided for a Participant who files written notification with the Township Supervisors of his intention to vest within 90 days of the date he ceases to be an Eligible Employee.

Payment of the deferred monthly retirement benefit shall be in the Normal Form.

The Participant may elect to receive his Required Contribution Account in a Single sum payment at any time after he ceases to be an Employee and before his Retirement Date if no other benefit is payable. Such payment will be a voluntary cash-out and shall eliminate any vested deferred benefit as described in this Section 5.02.

SECTION 5.03 DISABILITY BENEFITS.

If an Active Participant becomes Totally and Permanently Disabled in the line of duty on or after November 1, 1990 and before his Retirement Date (Normal Retirement Date, if earlier), a disability benefit shall be payable to him. The monthly disability benefit shall be equal to 50% of the Participant's monthly salary at the time he becomes Totally and Permanently Disabled. Any Participant who receives benefits for the same injuries under social security disability shall have his disability benefits under the Plan offset or reduced by the amount of such benefits.

ARTICLE VI COMMENCEMENT AND DISTRIBUTION OF BENEFITS

SECTION 6.01 WHEN BENEFITS START.

Benefits under the Plan begin when a Participant retires, dies, ceases to be an Employee, or becomes Totally and Permanently Disabled, whichever applies, as provided in Article IV and Article V.

On and after the first Yearly Date in 1985, benefits shall begin by the later of April 1 following the calendar year in which the Participant attains age 70½ or the date on which the Participant is no longer working.

All distributions from this Plan shall conform to the Treasury regulations that were published on April 17, 2002 and issued under Code Section 401(a)(9).

SECTION 6.02 AUTOMATIC FORM OF DISTRIBUTION.

The automatic form of distribution for or on behalf of the Participant shall be the Normal Form.

SECTION 6.03 DEFERRED RETIREMENT OPTION PROGRAM

For purposes of clarity within this Section 6.03, the use of the word "Member" shall be used in lieu of "Participant," but shall have the same meaning as "Participant" as defined under Section 1.02.

(a) Eligibility. Members who have not retired prior to the implementation of the Deferred Retirement Option Program ("DROP" or "Program"), may enter into DROP on the first day of any month following completion of 25 years of credited service and attaining the age of 50.

(b) Notice of Intent and Written Election.

(1) A Member electing to participate in the DROP must initially advise the Township of his or her intent to do so no less than sixty (60) days prior to the date on which the DROP participation would commence. Such notice of intent must be submitted in writing to the Township Manager and identify an eligible DROP commencement date. Such written notice shall be directed to the Township Manager or Director of Administration and Human Resources and may be in the form of an electronic communication.

(2) A Member electing to participate in the DROP must also complete and execute forms prepared by the Township of Montgomery, which shall include a DROP Application/Agreement and evidence the Member's participation in the DROP. The DROP Application/Agreement must be signed by the Member and notarized and submitted to the Township of Montgomery at least 30 days prior to the date on which the Member wishes his DROP commencement to be effective. The DROP Application/Agreement shall include an irrevocable notice to the Township, by the Member, that the Member shall resign from employment with the Montgomery Township Police Department effective on a specific date (the "resignation date"). In no event shall the resignation date be shorter than twelve (12)

months or longer than forty-eight (48) months from the submission of the executed DROP Application/Agreement. A Member shall cease to work as a Township Police Officer on the Member's resignation date, unless the Township terminates or honorably discharges the Member prior to the resignation date.

(3) In addition, all retirement documents required by the Police Pension Plan Administrator must be filed and presented to the Administrator for approval of retirement and payment of pension. Once a retirement application has been approved by the Police Pension Plan Administrator, it is irrevocable.

(c) Limitation on Pension Accrual. After the effective date of the DROP commencement, the Member shall no longer earn or accrue additional years of continuous service for pension purposes.

(d) Benefit Calculation. For all retirement Fund purposes, continuous service of a Member participating in the DROP shall remain as it existed on the effective date of commencement of participation in the DROP. Service thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Montgomery Township Police Pension Fund.

The average applicable compensation of the Member for pension calculation purposes shall remain, as it existed on the effective date of commencement of participation in the DROP. Earnings or increases in earnings thereafter shall not be recognized or used for the calculation or determination of any benefits payable by the Pension Fund.

(e) Payments to the DROP Account. The monthly retirement benefits that would have been payable had the Member elected to cease employment and receive a normal retirement benefit, shall, upon the Member commencing participation in DROP, be paid into the separate account established to receive the Member's monthly pension payments. This account shall be designated as the DROP Account.

(f) Accrual of Non-Pension Benefits. After an officer elects to participate in the DROP program, all other contractual benefits shall continue to accrue with the exception of those provisions relating to the Police Pension Plan. Prior to participating in the DROP program, an officer may request payment for any accrued but unused vacation time which the Township would be obligated to buyback from the officer upon retirement. An officer may utilize leave time during the DROP period, but the Township shall not be required to buyback any such unused leave time at the end of the DROP period.

(g) Payout. Upon the termination date set forth in the Member's Application/Agreement or such date as the Township separates the Member from employment, the retirement benefits payable to the Member or Member's beneficiary, if applicable, shall be paid to the Member or beneficiary and shall no longer be paid to the Member's DROP Account. Within thirty (30) days following termination of a Member's employment pursuant to their participating in the DROP program, the balance in the Members' DROP Account shall be paid to the Member in a single lump sum payment or at the Member's option, in any fashion permitted by law.

(h) Disability During DROP. If the Member becomes temporarily disabled (i.e., up to six months) during Member's participation in DROP, that Member shall continue to participate in the DROP program as if fully employed. The Member shall receive disability pay in the same amount as disabled Members that are not participating in DROP. In no event shall a Member on temporary

disability have the ability to draw from Member's DROP Account. However, notwithstanding any other provision in this paragraph, if an officer is disabled and has not returned to work within six months of the original disability date or as of the date of Member's required resignation, then such resignation shall take precedence over all other provisions herein and said officer shall be required to resign.

Nothing contained in this Plan shall be construed as conferring any legal rights upon any police employee or other person to a continuation of employment nor shall participation in the DROP Program supersede or limit in any way the right of the Township to honorably discharge a police employee based upon an inability to perform his or her full duties as a police officer.

(i) Death. If a DROP participant dies before the DROP Account balances are paid, the Member's legal beneficiary shall have the same rights as the member to withdraw the account balance.

(j) Forfeiture of Benefits. Notwithstanding an officer's participation in the DROP Plan, an officer who is convicted or pleads guilty to engaging in criminal misconduct which constitutes a "crime related to public office or public employment," as that phrase is defined in Pennsylvania's Pension Forfeiture Act, 43 P.S. §§ 1311-1314, shall forfeit his right to receive a pension, including any amounts currently deposited in the DROP Account. In such a case, the member shall only be entitled to receive the contributions, if any, made by the member to the Fund, without interest.

(k) Account Manager. The investment manager to administer the DROP Accounts shall be as mutually agreed by the Township and the Montgomery Township Police Officers Collective Bargaining Unit ("CBU"), subject to the provisions of applicable law. The Township shall not be responsible for any investment loss incurred in any DROP Account or for the failure of an investment to earn a specific or expected return or to earn as much as any other opportunity, whether or not such other investment opportunity was offered or available to participants in the DROP.

(l) Cost of Management for DROP Program. Any costs or fees associated with the management of the DROP Accounts shall be paid directly from the Police Pension Fund.

(m) Amendment. Any amendments to the DROP Resolution shall be consistent with the provisions covering deferred retirement option plans set forth in any applicable collective bargaining agreement and shall be binding upon all future DROP participants and upon all DROP participants who have balances in their DROP Accounts. The DROP may only be amended by a written instrument, not by any oral agreement or past practice.

(n) Severability. The provisions of this DROP shall be severable, and if any of its provisions shall be held to be unconstitutional or illegal, the validity of any of the remaining provisions of the Resolution shall not be affected thereby.

**SECTION 6.04 ALLOCATION OF A PORTION OF PENSION BENEFIT FOR
HEALTH AND LONG TERM CARE INSURANCE.**

Upon submission of appropriate written authorization by the Participant, eligible Participants receiving retirement benefits may elect to have up to \$3,000 per year paid directly to the provider of a health plan or a qualified long-term care insurance contract by a deduction from the monthly benefit paid by the Plan. This benefit is provided pursuant to HELPS Retirees Act, 26 U.S.C. § 402(1) and must comply with all provisions of that Act. In addition, Inactive Participants receiving benefits under the Plan are eligible to elect this benefit.

ARTICLE VII TERMINATION OF PLAN

The Employer expects to continue the Plan indefinitely and shall not terminate the Plan, including the Deferred Retirement Option Program, except in accordance with Policemen and Firemen Collective Bargaining Act (“Act 111”) and the Police Pension Fund Act (“Act 600”).

An Employee who is included in the group of Employees deemed to be affected by complete or partial termination of the Plan shall be fully (100%) vested in his Accrued Benefit as of the date of such complete or partial termination. Upon complete termination of the Plan, no further Employees shall become Participants, and no further Contributions shall be made except as required by any governmental agency to which the Plan’s termination is subject.

A Participant’s recourse towards satisfaction of his right to his nonforfeitable Accrued Benefit will be limited to the Plan assets.

The assets of the Plan that are available to provide benefits shall be allocated and applied as of the effective date of termination of the Plan according to any equitable method determined by the Plan Administrator.

No part of the Plan assets shall be paid to the Employer at any time, except that, after the satisfaction of all liabilities under the Plan, any assets remaining will be paid to the Employer. The payment may not be made if it would contravene any provision of law.

ARTICLE VIII ADMINISTRATION OF PLAN

SECTION 8.01 ADMINISTRATION.

Subject to the provisions of this article, the Plan Administrator has complete control of the administration of the Plan. The Plan Administrator has all the powers necessary for it to properly carry out its administrative duties. Not in limitation, but in amplification of the foregoing, the Plan Administrator has the power to construe the Plan and to determine all questions that may arise under the Plan, including all questions relating to the eligibility of Employees to participate in the Plan and the amount of benefit to which any Participant, Beneficiary, spouse, or Contingent Annuitant may become entitled. The Plan Administrator's decisions upon all matters within the scope of its authority shall be final, binding, and conclusive.

Unless otherwise set out in the Plan, the Plan Administrator may delegate recordkeeping and other duties which are necessary to assist it with the administration of the Plan to any person or firm which agrees to accept such duties. The Plan Administrator shall be entitled to rely upon all tables, valuations, certificates, and reports furnished by the consultant or actuary appointed by the Plan Administrator and upon all opinions given by any counsel selected or approved by the Plan Administrator.

The Plan Administrator shall receive all claims for benefits by Participants, former Participants, Beneficiaries, spouses, and Contingent Annuitants. The Plan Administrator shall determine all facts necessary to establish the right of any Claimant to benefits and the amount of those benefits under the provisions of the Plan. The Plan Administrator may establish rules and procedures to be followed by Claimants in filing claims for benefits, in furnishing and verifying proofs necessary to determine age, and in any other matters required to administer the Plan.

SECTION 8.02 RECORDS.

All acts and determinations of the Plan Administrator shall be duly recorded. All these records, together with other documents necessary for the administration of the Plan, shall be preserved in the Plan Administrator's custody.

Writing (handwriting, typing, printing), photostating, photographing, microfilming, magnetic impulse, mechanical, or electrical recording, or other forms of data compilation shall be acceptable means of keeping records.

SECTION 8.03 INFORMATION AVAILABLE.

Any Participant in the Plan or any Beneficiary may examine copies of the Plan description, latest annual report, any bargaining agreement, this Plan or any other instrument under which the Plan was established or is operated. The Plan Administrator shall maintain all of the items listed in this section in its office, or in such other place or places as it may designate in order to comply with governmental regulations. These items may be examined during reasonable business hours. Upon the written request of a Participant or Beneficiary receiving benefits under the Plan, the Plan Administrator

will furnish him with a copy of any of these items. The Plan Administrator may make a reasonable charge to the requesting person for the copy.

SECTION 8.04 DELEGATION OF AUTHORITY.

All or any part of the administrative duties and responsibilities under this article may be delegated by the Plan Administrator to one or more individual employees of the Plan Sponsor. The duties and responsibilities of such delegate shall be set out in a separate written agreement.

ARTICLE IX GENERAL PROVISIONS

SECTION 9.01 AMENDMENTS.

The Employer may amend this Plan at any time, including any remedial retroactive changes (within the specified period of time as may be determined by Internal Revenue Service regulations) to comply with the requirements of any law or regulation issued by any governmental agency to which the Plan is subject. An amendment (including a change in the actuarial basis for determining optional retirement benefits) may not diminish or adversely affect any accrued interest or benefit of Participants or their beneficiaries nor allow reversion or diversion of Plan assets to the Employer at any time, except as may be necessary to comply with the requirements of any law or regulation issued by any governmental agency to which the Plan is subject.

SECTION 9.02 DIRECT ROLLOVERS.

This section applies to distributions made on or after January 1, 1993. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this section, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan, specified by the Distributee, in a Direct Rollover.

SECTION 9.03 EMPLOYMENT STATUS.

Nothing contained in this Plan gives an Employee the right to be retained in the Employer's employ or to interfere with the Employer's right to discharge any Employee.

SECTION 9.04 RIGHTS TO PLAN ASSETS.

No Employee shall have any right to or interest in any assets of the Plan upon termination of his employment or otherwise except as specifically provided under this Plan, and then only to the extent of the benefits payable to such Employee in accordance with Plan provisions.

Any final payment or distribution to a Participant or his legal representative or to any Beneficiaries, spouse, or Contingent Annuitant of such Participant under the Plan provisions shall be in full satisfaction of all claims against the Plan, the Plan Administrator, the Trustee, and the Employer arising under or by virtue of the Plan.

SECTION 9.05 BENEFICIARY.

Each Participant may name a Beneficiary to receive any death benefit (other than any income payable to a Contingent Annuitant) that may arise out of his participation in the Plan. He may change his Beneficiary from time to time. It is the responsibility of the Participant to give written notice to the Plan Administrator of the name of his Beneficiary on a form furnished for that purpose.

SECTION 9.06 NONALIENATION OF BENEFITS.

Benefits payable under the Plan are not subject to the claims of any creditor of any Participant, Beneficiary, spouse, or Contingent Annuitant. A Participant, Beneficiary, spouse, or Contingent Annuitant does not have any rights to alienate, anticipate, commute, pledge, encumber, or assign any of such benefits. The Trustee may comply with a court order requiring deduction from the benefits of a Participant in pay status for alimony or support payments.

SECTION 9.07 CONSTRUCTION.

The validity of the Plan or any of its provisions is determined under and construed according to the laws of the Commonwealth of Pennsylvania and, to the extent permissible, according to Federal law. In case any provision of this Plan is held illegal or invalid for any reason, such determination shall not affect the remaining provisions of this Plan, and the Plan shall be construed and enforced as if the illegal or invalid provision had never been included.

In the event of any conflict between the provisions of the Plan and the terms of any contract or policy issued hereunder, the provisions of the Plan control the operation and administration of the Plan.

SECTION 9.08 LEGAL ACTIONS.

The Plan, the Plan Administrator, and the Trustee are the necessary parties to any involving the assets held with respect to the Plan or administration of the Plan or Trust. No person employed by the Employer Participant, former Participant, or their Beneficiaries or any other person having or claiming to have an interest in the Plan is entitled to any notice of process. A final judgment entered in any such action or proceeding shall be binding and conclusive on all persons having or claiming to have an interest in the Plan.

SECTION 9.09 WORD USAGE.

The masculine gender, where used in this Plan, shall include the feminine gender and the singular words as used in this Plan may include the plural, unless the context indicates otherwise.

THE UNDERSIGNED HAD EXECUTED THE PLAN THIS _____ DAY OF _____, 2012.

MONTGOMERY TOWNSHIP

By: _____
Title

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Authorization to Advertise Public Meeting – Amendments to Snow and Ice Removal Ordinance

MEETING DATE: March 12, 2012

ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Bruce Shoupe
Director of Planning and Zoning

BOARD LIAISON: Candyce F. Chimera
Chairman

BACKGROUND:

Attached is a draft ordinance amendment regarding the removal of snow and ice from sidewalks and undedicated streets within the Township. This revises the violations and penalties provision.

This draft has been prepared by the Township Solicitor.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

PREVIOUS BOARD ACTION:

This ordinance was last revised in 2011.

ALTERNATIVES/OPTIONS:

None

BUDGET IMPACT:

None

RECOMMENDATION:

The Board of Supervisors establish March 26, 2012, as the meeting date for this ordinance to be considered.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank B. Bartle, Esq.

RESOLUTION #

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby set Monday, March 26, 2012, after 8:00 PM in the Township Building as the date, time and place for a Public Meeting to consider the proposed amendments to Chapter 201, Streets and Sidewalks, Article II, Removal of Snow and Ice, revising the violations and penalties provision.

Be it further resolved that the Township Solicitor be authorized to advertise said public meeting date and time.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: F. Bartle, B. Shoupe, M. Stoerrle, Minute Book, Resolution File, File

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

ORDINANCE # _____

**AN ORDINANCE AMENDING CHAPTER 201, ARTICLE II, [STREETS AND
SIDEWALKS/REMOVAL OF SNOW AND ICE], REVISING THE VIOLATION
AND PENALTIES PROVISION**

DRAFT

ENACTED: _____

ORDINANCE # _____

MONTGOMERY TOWNSHIP
Montgomery County, Pennsylvania

**AN ORDINANCE AMENDING CHAPTER 201, ARTICLE II [STREETS AND
SIDEWALKS/REMOVAL OF SNOW AND ICE], REVISING THE VIOLATION
AND PENALTIES PROVISION**

NOW, THEREFORE, be it ordained and enacted by the Board of Supervisors of Montgomery Township that Chapter 201, Article II [Streets and Sidewalks/Removal of Snow and Ice], revising the violation and penalties provision.

**SECTION 1. Amendment to Chapter 201, Article II [Streets and
Sidewalks/Removal of Snow and Ice].**

The "Violations and Penalties" provision of Chapter 201, Article II [Streets and Sidewalks/Removal of Snow and Ice] of the Code of Ordinances of Montgomery Township, is hereby amended to read as follows:

§201-16. Violations and penalties.

Any person, firm or corporation cited for violating any portion of this Article shall be issued a fine not to exceed six hundred dollars (\$600) per violation. Enforcement shall be by a civil enforcement proceeding before a district justice, in accordance with the Second Class Township Code, as amended. The Township shall initiate the civil enforcement proceeding by complaint or by such other means as may be provided by the Pennsylvania Rules of Civil Procedure. In addition to or in lieu of civil actions before a district justice, the Township may also enforce this Article in equity. In such an enforcement proceeding, any person, firm or corporation determined by the district justice to have violated this Article, shall be liable for the initial fine imposed, as well as additional daily fines for continuing violations, including failure to timely pay, all court-costs and reasonable Township fees, including attorney fees, incurred by the Township in the enforcement proceeding. A separate violation shall arise for each day or portion thereof in which a violation is

found to exist or for each section of this Article which is found to have been violated. All fines and penalties collected for the violation this Article shall be paid to the Township Treasurer.

SECTION 2. **Repeal And Ratification.**

All ordinances or parts of ordinances inconsistent herewith or in conflict with any of the specific terms enacted hereby, to the extent of said inconsistencies or conflicts, are hereby specifically repealed. Any other terms and provisions of the ordinances of the Township that are unaffected by this Ordinance are hereby reaffirmed and ratified.

SECTION 3. **Severability.**

Should any section, paragraph, sentence, clause, or phrase in this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby and shall remain in full force and affect, and for this reason the provisions of this Ordinance shall be severable.

SECTION 4. **Effective Date.**

This Ordinance shall become effective five (5) days after enactment.

[Signatures on Next Page]

ORDAINED AND ENACTED this _____ day of March 2012, by the
Montgomery Township Board of Supervisors.

**BOARD OF SUPERVISORS
MONTGOMERY TOWNSHIP**

CANDYCE FLUEHR-CHIMERA, *Chairman*

[seal]

Attested by:

LAWRENCE J. GREGAN
Township Manager/Secretary

MONTGOMERY TOWNSHIP
LEGAL NOTICE

On Monday, March 26, 2012, at 8:00PM, the Montgomery Township Board of Supervisors, during its regularly scheduled public meeting, will consider enacting an ordinance amending Chapter 201 Article II [Streets and Sidewalks/Removal of Snow and Ice] revising the violations and penalties provision.

The full text of this ordinance may be examined, without charge, and copies may be obtained for a charge no greater than the cost thereof, at the Montgomery Township Building, during normal business hours, Monday through Friday 8:30AM until 4:30PM

The public is invited to attend and will be given an opportunity to provide comments regarding this proposed ordinance. Persons with disabilities, wishing to attend the public meeting and requiring auxiliary aid, service or other accommodations to participate, should contact the Montgomery Township Human Resources Coordinator at 215-393-6900.

The Board of Supervisors will render a decision on the enactment of this ordinance, unless it deems additional time is required for consideration and discussion, in which case it will hold an additional public meeting at an announced date and time for that purpose.

LAWRENCE J. GREGAN
Township Manager

TO BE INSERTED in The Reporter on Friday, March 16, 2011. Please send proof of Publication to Montgomery Township, Attn.: Bruce Shoupe 1001 Stump Road, Montgomeryville, PA 18936

**MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY**

SUBJECT: Consider Proclamation Recognizing 10th Anniversary of Volunteer Fire Department of Montgomery Township

MEETING DATE: March 12, 2012 **ITEM NUMBER:** #10

MEETING/AGENDA: ACTION XX NONE

REASON FOR CONSIDERATION: Operational: xx Policy: Discussion: Information:

INITIATED BY: Richard Lesniak **BOARD LIAISON:** Robert J. Birch, Supervisor
Director of Fire Services Liaison – Public Safety Committee

BACKGROUND:

The Volunteer Fire Department of Montgomery Township is celebrating its 10th Anniversary year in 2012. We have prepared a Proclamation to recognize the service provided by the Fire Department and to express the Township's appreciation for the efforts and sacrifices made by the members of the Department on behalf of the Township and its citizens. The Proclamation is proposed to be presented to the Fire Department at its annual banquet being held on March 17, 2012.

In addition to the Proclamation, it is proposed that the Township make a contribution in the amount of \$500.00 to the National Fallen Firefighter Foundation in recognition of the Volunteer Fire Department of Montgomery Township's Ten years of service to our community.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: None

RECOMMENDATION: It is recommended that the Board of Supervisors approve the Proclamation for presentation to the members of the Volunteer Fire Department of Montgomery Township at their annual banquet on March 17, 2012.

MOTION/RESOLUTION:

See attached Proclamation.

MOTION: _____ **SECOND:** _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candye Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township PROCLAMATION

WHEREAS, the Volunteer Fire Department of Montgomery Township was established by Resolution of the Montgomery Township Board of Supervisors on July 22, 2002, and

WHEREAS, the Montgomery Township Board of Supervisors wishes to recognize the 10th Anniversary of the institution of the Volunteer Fire Department of Montgomery Township during the year 2012, and

WHEREAS, during its existence, members of the Volunteer Fire Department of Montgomery Township have unselfishly sacrificed their time to participate in training and educational activities, organizational activities and in the event of local emergency or fire suppression activities, stand ready to risk their own lives and safety to aid their fellow citizens, and

WHEREAS, the present members of the Volunteer Fire Department of Montgomery Township uphold the finest characteristics of today's Fire Service Organizations while sustaining the tradition of the Volunteer Fire Services to the Community it serves.

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF MONTGOMERY TOWNSHIP, do hereby recognize the 10 years of service provided by the Volunteer Fire Department of Montgomery Township and express its appreciation and the appreciation of all Montgomery Township citizens for the efforts and sacrifices made by the members of the Department on behalf of the Township and its citizens.

IN WITNESS WHEREOF, the seal of Montgomery Township be affixed this 12th Day of March 2012.

Candyce Fluehr Chimera, Chairman

Lawrence J. Grogan, Secretary

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Final Escrow Release— Montgomery Office Park - WLM Management LD/S #633

MEETING DATE: March 12, 2012

ITEM NUMBER: #11

MEETING/AGENDA: WORK SESSION ACTION XX NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Bruce Shoupe
 Director of Planning and Zoning

BOARD LIAISON: Candyce F. Chimera
 Chairman

BACKGROUND:

Attached is the final construction escrow release for Montgomery Office Park. The original amount of the escrow was \$1,674,902.68, held as a Letter of Credit; \$162,784.50 had previously been released. This release is in the amount of \$1,512,118.18. The action of the Board in releasing said sum will deplete this escrow account.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None

PREVIOUS BOARD ACTION:

None

ALTERNATIVES/OPTIONS:

Approve or not approve the construction escrow release.

BUDGET IMPACT:

None.

RECOMMENDATION:

That this construction escrow be released.

MOTION/RESOLUTION:

The Resolution is attached.

MOTION _____

SECOND _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Resolution #

NOW, THEREFORE, BE IT RESOLVED BY the Board of Supervisors of Montgomery Township that we do hereby authorize the release of \$1,512,118.18, held as a Letter of Credit for Montgomery Office Park, WLM Management – LDS #633, and the officers of the Township are authorized to take the necessary action to obtain release of said sum.

BE IT FURTHER RESOLVED that the Township records indicate that escrow had been held as a Letter of Credit, pursuant to a signed Land Development Agreement to cover the costs of the public improvements, and that \$162,784.50 had previously been released. The action of the Board in releasing said sum will deplete this escrow account.

MOTION BY:

SECOND BY:

VOTE:

DATE:

xc: Applicant, F. Bartle, B. Shoupe, Finance Department, M. Stoerrle, Minute Book, Resolution File, File

Bruce S. Shoupe
Director of Planning and Zoning

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Consider Amendment to Township Employee Handbook – Training and Development Policy

MEETING DATE: March 12, 2012 ITEM NUMBER: #12

MEETING/AGENDA: ACTION NONE

REASON FOR CONSIDERATION: Operational: xx Policy: xx Discussion: Information:

INITIATED BY: Ann M. Shade BOARD LIAISON: Candyce Fluehr Chimera, Chairman
Director of Administration & HR

BACKGROUND:

The Township has a Training and Development Policy that was instituted as part of the employee handbook in 2002 and was updated again in 2005.

At this time, we are recommending the following policy updates:

- Include guidelines relative to professional certification programs that require college-type courses.
- Provide clarification of benefit of continuing education to improve knowledge and skills of employee's in their current position as well as a future Township position.
- Provide clarity of the application process for submittal of approvals before and after course completion.
- Remove the "per course" \$700 reimbursement, with a \$2,000 maximum reimbursement and replace with a total \$3,000 per year maximum reimbursement.
- Include a benefit of 75% reimbursement for successful completion of a college-level "Professional Certification" course taken on a pass/fail basis.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None.

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: Maximum reimbursement per applicable employee per year is \$3,000, plus cost of books.

RECOMMENDATION: Staff recommendation to the Board is to adopt the Training and Development Policy.

MOTION/RESOLUTION: BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt the amended Training and Development Policy to be included in the Montgomery Township Employee Handbook.

MOTION: _____ SECOND: _____

ROLL CALL:

Robert J. Birch	Aye	Opposed	Abstain	Absent
Michael J. Fox	Aye	Opposed	Abstain	Absent
Jeffrey W. McDonnell	Aye	Opposed	Abstain	Absent
Joseph P. Walsh	Aye	Opposed	Abstain	Absent
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.



Employee Handbook - Section Employee and Township Responsibilities

Date Last Revised/Approved: _____ Submitted for
Consideration for Approval by the Board of
Supervisors, March 12, 2012/July 1, 2005

TRAINING AND DEVELOPMENT

Purpose

The development and training of our employees is critical to meet the Township's goal of providing quality service to all of our citizens. The purpose of this policy is to assist you with maintaining/provide financial assistance to employees who are interested in furthering their education and to provide an opportunity for employees to maintain or improving your/improve their knowledge, skills, and professional growth in your/their current or future potential position.

Guidelines

The Township will provide financial assistance to eligible employees who participate in approved training, including seminars, workshops, or courses offered by/as part of a professional development certification program or an accredited school, in accordance with the following guidelines:

1. Reimbursement is subject to availability of Township funds.
2. Courses are directly related to you/employee's current or future potential position.
3. You/Employees have successfully completed new hire or promotional introductory period (received a rating of Proficient or higher) and/or have received a Proficient or higher rating on most recent annual performance evaluation.

SEMINARS AND WORKSHOPS:

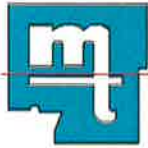
Full time and part time employees are eligible to participate in seminars, workshops, and other training directly related to an employee's current position. (Full time, regular employees are eligible to participate in a college degree program through Educational Assistance). employee's current position.

All training requests must be approved by you/employee's Supervisor, Department Head, Human Resources, and Township Manager, prior to taking the course using the Training and Development form.

You/Employees will be compensated at your/their regular rate of pay for training attendance during your/their normally scheduled workday.

Voluntary attendance of approved training classes outside of regular work hours is not considered work time and shall not be compensated. Required attendance of approved training classes outside of regular work hours is considered work time and must be pre-approved, at the Department Head's discretion, for an alternate work schedule, or reimbursement via overtime or compensatory time.

Travel time to and from the training class is not compensated work time; however, if a Township vehicle is not available, and if the class is approved, you for attendance, employees will be reimbursed for personal vehicle mileage. For approved overnight courses, you/employees will also be reimbursed for meals and lodging: in accordance with the Travel Policy 3.16, as applicable.



Employee Handbook - Section Employee and Township Responsibilities

Date Last Revised/Approved: _____ Submitted for
Consideration for Approval by the Board of
Supervisors, March 12, 2012/July 1, 2005

(Reference Professional Conference Request form, as applicable).

3.9-1

Training and Development, continued ...

EDUCATIONAL ASSISTANCE:

Course Eligibility

All non-introductory, full time, regular employees are eligible to participate in a college degree program through the Township's Educational Assistance Program or a professional development certification program.

Each course Both the degree and certification programs must be accredited and directly related to your present employee's current position or a future potential position and are intended to maintaining maintain or improving enhance job effectiveness. The Township Degree program courses must also be accredited.

An initial course of study or proof of acceptance of the program must be submitted, along with a course description of all classes that are part of the program. Approval must be obtained prior to commencement and are valid for each course per semester or session. Initial approval of a course of study does not reimburse for A general education @ courses which are necessary to receive a college degree but are not related obligate the Township to your current job. Proof of future/continued approval of courses in that course of study, if employee performance or other employee factors or funds are no longer available.

Educational Assistance (continued)

acceptance into the degree program must be provided. Individual, college level courses that are for professional development Professional Development and not part of a degree or certification program are eligible for reimbursement, if they are directly related to the employee's current job. with the intent to provide targeted skills, knowledge and capabilities that enhance an employee's job performance and productivity.

The maximum Procedure for Application

Prior to the start of class, employees are required to complete a Training and Development form and submit for approval to their Supervisor, Department Head, Human Resources, and Township Manager. As described above, if this is for the initial class as part of a degree or certification program, a course of study or proof of acceptance of the program, along with a course description of all classes, must also accompany all requests.

Procedure for Reimbursement

Upon course completion, the Training and Development form must be re-submitted for reimbursement per course is \$700, which includes approval by the Supervisor, Department Head,

3.9-1



Employee Handbook - Section Employee and Township Responsibilities

Date Last Revised/Approved: _____ Submitted for
Consideration for Approval by the Board of
Supervisors, March 12, 2012/July 1, 2005

Human Resources, and Township Manager. Attach the course grade or if it is for a Professional Certificate program, proof of successful completion, along with itemized receipts, for proof of payment of the class. Fees, other than tuition or course fee, are the responsibility of the employee, and are not eligible for reimbursement for tuition, by the Township.

The maximum reimbursement for tuition or course fees per fiscal year is \$23,000.00. Books are reimbursed at 100%. Other fees are the responsibility of the employee.

3.9-2

Training and Development, continued ...

Reimbursement shall be based upon the following schedule of grades:

- Grade "A" - 90% reimbursement
- Grade "B" - 80% reimbursement
- Grade "C" - 50% reimbursement
- Grades lower than a "C"—no reimbursement

All employees with intent to apply for reimbursement under this program are required to notify the Department Head as soon as possible and prior to the start of class. A Training and Development form must also be pre-approved by your Supervisor, Department Head, Human Resources, and the Township Manager prior to the start of the class. A course description of all classes submitted for approval, must accompany all requests.

Upon course completion, you must submit course grade, along with itemized receipts for proof of payment of the class. The Training and Development form must be re-submitted for reimbursement approval by you Supervisor, Department Head, Human Resources, and the Township Manager. Fees, other than tuition, are the responsibility of the employee.

- Certification Courses graded on a pass/fail basis – 75% reimbursement for successful completion.

If the employee does not successfully complete the course, he/she will be responsible for all payments.

Any employee who leaves the employment of Montgomery Township, within two (2) years after receiving tuition reimbursement educational assistance, shall be required to repay to the Township, on a pro-rata basis, the tuition amount or certification course fee amounts employee received during the two years preceding his/her separation on a pro-rata basis.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS
BOARD ACTION SUMMARY

SUBJECT: Payment of Bills

MEETING DATE: March 12, 2012

ITEM NUMBER:

#13

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

REASON FOR CONSIDERATION: Operational: XX Information: Discussion: Policy:

INITIATED BY: Lawrence J. Gregan
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera, Chairman

BACKGROUND:

Please find attached a list of bills for your review.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approval all bills as presented.

MOTION/RESOLUTION:

None.

DISTRIBUTION: Board of Supervisors, Frank R. Bartle, Esq.

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
24218	3/1/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	897.17
24219	3/1/12	1264	MORGAN STANLEY SMITH BARNEY INC	5,558.97
50171	3/12/12	00000842	911 SAFETY EQUIPMENT	100.00
50172	3/12/12	00000006	ACME UNIFORMS FOR INDUSTRY	975.26
50173	3/12/12	00000068	ADAM WEBSTER	30.00
50174	3/12/12	00000340	ADVENT SECURITY CORPORATION	183.00
50175	3/12/12	00001202	AIRGAS EAST, INC.	159.24
50176	3/12/12	00000053	ALLIED WASTE SERVICES #320	732.40
50177	3/12/12	00000027	ARMOUR & SONS ELECTRIC, INC.	3,060.99
50178	3/12/12	00000031	AT&T	242.75
50179	3/12/12	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	190.96
50180	3/12/12	LST00001	MILLCENT P. BESSO	52.00
50181	3/12/12	00000043	BERGEY'S	53.42
50182	3/12/12	00000240	BEST LINE EQUIPMENT, INC.	12,747.75
50183	3/12/12	00001938	BILL WIEGMAN	60.00
50184	3/12/12	00000255	BILLER PRESS & MANUFACTURING, INC.	238.30
50185	3/12/12	00001903	BRIAN JANSSENS	15.00
50186	3/12/12	00901513	BRUCE GOODMAN	14,799.82
50187	3/12/12	00000069	C L WEBER CO INC.	167.84
50188	3/12/12	00000071	CANON BUSINESS SOLUTIONS, INC.	508.00
50189	3/12/12	00000072	CANON FINANCIAL SERVICES, INC	1,197.00
50190	3/12/12	LST00002	ROBERT MCADAMS	45.00
50191	3/12/12	00001601	CDW GOVERNMENT, INC.	763.06
50192	3/12/12	00000329	CRAFECO, INC.	200.00
50193	3/12/12	00000024	DAVID P. BENNETT	15.00
50194	3/12/12	00001945	DAVID S. WOLFE	15.00
50195	3/12/12	00001941	DAVID W. VASCONEZ	60.00
50196	3/12/12	00001756	BOB PALIO	500.00
50197	3/12/12	LST00003	JOHN J. BRENNAN, JR.	52.00
50198	3/12/12	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	909.75
50199	3/12/12	LST00004	BENJAMIN GLACKEN	14.00
50200	3/12/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	122,852.24
50201	3/12/12	00000967	DELAWARE VALLEY HEALTH INSURANCE	13,706.29
50202	3/12/12	00000146	E.A. DAGES, INC.	174.00
50203	3/12/12	00001332	EAGLE POWER & EQUIPMENT CORP	215.12
50204	3/12/12	00000230	EMANUEL TIRE OF PENNSYLVANIA, INC.	322.60
50205	3/12/12	00000161	EUREKA STONE QUARRY, INC.	290.93
50206	3/12/12	00000171	THE GGS GROUP INC	90.00
50207	3/12/12	LST00005	MICHON L. CAMP	50.00
50208	3/12/12	00001669	FIRST HOSPITAL LABORATORIES, INC.	222.75
50209	3/12/12	00000191	GENERAL CODE, LLC	5,566.00
50210	3/12/12	00000193	GEORGE ALLEN PORTABLE TOILETS, INC.	552.00
50211	3/12/12	00000195	GEORGE'S TOOL RENTAL INC.	150.42
50212	3/12/12	00001551	GERALD P. DOUGHERTY	198.00

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
50213	3/12/12	00000197	GFOA - GOVERNMENT FINANCE	190.00
50214	3/12/12	LST00006	IHOR DUBIL	28.00
50215	3/12/12	00000198	GLASGOW, INC.	344.86
50216	3/12/12	00001842	GLEN ROETMAN	35.00
50217	3/12/12	00001323	GLICK FIRE EQUIPMENT COMPANY INC	609.98
50218	3/12/12	LST00007	CALVIN COLLINS JR.	18.00
50219	3/12/12	LST00008	JOSEPH J. LANG	52.00
50220	3/12/12	LST00009	JUDITH M. ANDERSON	49.00
50221	3/12/12	LST00010	LEATRICE SACCO	37.00
50222	3/12/12	LST00011	MARLENE L. HUGHES	51.00
50223	3/12/12	00000133	BYM INC.	238.00
50224	3/12/12	00902468	I WORLD	200.00
50225	3/12/12	00001672	L & J SUPPLY, LLC	260.95
50226	3/12/12	00001067	INTOXIMETERS, INC.	500.00
50227	3/12/12	00001578	IRON MOUNTAIN MANAGEMENT INC	1,931.00
50228	3/12/12	00000256	JAMES F. MCGOWAN	350.00
50229	3/12/12	00001964	JOHN CATALDI	15.00
50230	3/12/12	00000890	JOHN H. MOGENSEN	45.00
50231	3/12/12	00001042	JOHN MILLER AND SON, INC.	1,460.27
50232	3/12/12	00001581	JOSEPH J. SIMES	120.00
50233	3/12/12	00001843	JOSEPH M. BENNETT	20.00
50234	3/12/12	00000270	JDN BLOCK INC.	254.40
50235	3/12/12	00001858	LAURIE ROBBINS	1,698.40
50236	3/12/12	00000263	LIBERTY BELL ABSTRACT, LLC.	24,000.00
50237	3/12/12	00001886	LOUIS RANIERI	35.00
50238	3/12/12	00001706	LOWE'S COMPANIES INC.	503.33
50239	3/12/12	LST00012	BARBARA MOLETTIERE	48.00
50240	3/12/12	LST00013	VICKI L. GRIMM	49.00
50241	3/12/12	00001065	MAILLIE, FALCONIERO & COMPANY, LLP	15,000.00
50242	3/12/12	00000201	LAWRENCE J. MURPHY	338.94
50243	3/12/12	00001330	MCCALLION STAFFING SPECIALISTS	731.25
50244	3/12/12	00001920	MICHAEL H. BEAN	30.00
50245	3/12/12	00001961	MICHAEL LONG	30.00
50246	3/12/12	BT004062	MICHAEL P. BRODSKY, O.D.	379.00
50247	3/12/12	00000867	MICHAEL SHEARER	30.00
50248	3/12/12	00002016	MICHAEL SHINTON	30.00
50249	3/12/12	00000848	MONTGOMERY COUNTY LANDS TRUST	250.00
50250	3/12/12	00000259	NATIONAL CONSTITUTION CENTER	82.50
50251	3/12/12	00000356	NORTH WALES WATER AUTHORITY	71.64
50252	3/12/12	00001134	OFFICE DEPOT, INC	198.63
50253	3/12/12	00001400	PA CHIEFS OF POLICE ASSOCIATION	75.00
50254	3/12/12	00000186	JAROTH INC.	178.12
50255	3/12/12	00000597	PATRICIA A. GALLAGHER	1,321.96
50256	3/12/12	00000379	PAUL B. MOYER & SONS, INC.	9.55

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
50257	3/12/12	00000095	PAUL SMITH	20.00
50258	3/12/12	00000381	PBPMTCA-PA BUSINESS PRIVILEGE &	50.00
50259	3/12/12	00000397	PECO ENERGY	118.82
50260	3/12/12	00000247	MARGARET V. FERRANTE	96.00
50261	3/12/12	00000595	PENN VALLEY CHEMICAL COMPANY	899.80
50262	3/12/12	00000063	AMERICAN PLANNING ASSOC:	102.00
50263	3/12/12	00000388	PENNSYLVANIA ONE CALL SYSTEM, INC.	138.11
50264	3/12/12	00001358	PENNSYLVANIA RECREATION AND PARK	1,596.00
50265	3/12/12	00000945	PIPERSVILLE GARDEN CENTER, INC.	23.52
50266	3/12/12	00000514	POSTMASTER	86.00
50267	3/12/12	00000345	PRINTWORKS & COMPANY, INC.	977.05
50268	3/12/12	00000424	PSAB - PA STATE ASSOC OF BOROUGHES	100.00
50269	3/12/12	00000251	PSI PERSONNEL, LLC	1,087.20
50270	3/12/12	00000252	PURE CLEANERS	553.50
50271	3/12/12	00001146	RESERVE ACCOUNT	1,500.00
50272	3/12/12	00000117	RIGGINS INC	3,045.63
50273	3/12/12	00000115	RIGGINS, INC	3,812.44
50274	3/12/12	BT005218	ROBERT GERHART	69.41
50275	3/12/12	LST00014	ROBERT T. USHLER, JR.	39.00
50276	3/12/12	00902469	ROBERTA COLLINS	58.00
50277	3/12/12	00000653	SCATTON'S HEATING & COOLING, INC.	189.94
50278	3/12/12	00000833	THE SHERWIN WILLIAMS COMPANY	104.06
50279	3/12/12	00001901	SLEEPY HOLLOW ENTERPRISES, INC.	825.00
50280	3/12/12	1264	MORGAN STANLEY SMITH BARNEY INC	77,343.33
50281	3/12/12	00001745	SONIA ISABEL THOMSON	2,412.00
50282	3/12/12	00001683	MICHAEL E. MAURER	304.00
50283	3/12/12	00001847	STAPLES CONTRACT & COMMERCIAL, INC	195.06
50284	3/12/12	00001671	STENGEL BROS. INC.	680.62
50285	3/12/12	00001952	STEVEN COHEN	20.00
50286	3/12/12	00000483	SUBURBAN OFFICE SUPPLIERS, INC.	69.90
50287	3/12/12	00001200	SYNATEK	683.76
50288	3/12/12	00001872	TERRE HILL SILO COMPANY, INC.	186.13
50289	3/12/12	00001164	THE GOOSE GUYS INC.	250.00
50290	3/12/12	00001783	THE HOMER GROUP	4,150.00
50291	3/12/12	00000496	GOODSON HOLDING COMPANY	3,824.64
50292	3/12/12	00001273	TIM KUREK	720.00
50293	3/12/12	00000065	TIMOTHY MURRAY	15.00
50294	3/12/12	00000720	TRAIL ELECTRICAL SERVICE, INC.	2,644.37
50295	3/12/12	00000040	VERIZON PENNSYLVANIA INC	729.26
50296	3/12/12	00000040	VERIZON PENNSYLVANIA INC	1,437.77
50297	3/12/12	00001033	VERIZON CABS	545.85
50298	3/12/12	00001492	VERIZON CABS	237.33
50299	3/12/12	00000170	VERIZON COMMUNICATIONS	184.93
50300	3/12/12	00000038	VERIZON WIRELESS SERVICES, LLC	537.87

Montgomery Township Check Register

Check Number	Check Date	Vendor No	Payee	Amount
50301	3/12/12	00001839	VINAY SETTY	35.00
50302	3/12/12	00000760	WASTE MANAGEMENT OF	436.81
50303	3/12/12	00001329	WELDON AUTO PARTS	170.13
50304	3/12/12	00000590	YOCUM FORD	3.84
50305	3/12/12	00000209	BOUCHER & JAMES, INC.	5,140.09
50306	3/12/12	00000085	CHAMBERS ASSOCIATES, INC.	1,494.71
50307	3/12/12	00000152	ECKERT SEAMANS CHERIN &	18,368.94
50308	3/12/12	00000817	GILMORE & ASSOCIATES, INC.	14,598.33
50309	3/12/12	00001282	KENNETH AMEY	1,062.50
50310	3/12/12	00001023	KERNS, PEARLSTINE, ONORATO	481.00
TOTAL				395,288.46

MONTGOMERY TOWNSHIP ELECTRONIC PAYROLL TAX PAYMENTS

<u>DATE</u>	<u>VENDOR NAME</u>	<u>REASON FOR PAYMENT</u>	<u>AMOUNT</u>
03/01/2012	IRS	945 Payment	\$2,851.88
03/01/2012	ICMA	DROP Plan Payment	\$17,118.84
03/01/2012	IRS	941 Payment	\$69,672.83
03/01/2012	BCG	401/457 Plan Payment	\$22,992.21
03/01/2012	PA-SCDU	Withholding Payment	\$1,853.06
03/02/2012	City of Philadelphia	Feb Wage Tax Payment	\$550.30
03/07/2012	Commonwealth of PA	State Tax Payment	\$8,007.39
		Total Paid as of 03/12/2012	\$123,046.51