

**AGENDA**  
**MONTGOMERY TOWNSHIP**  
**BOARD OF SUPERVISORS**  
**SEPTEMBER 12, 2016**  
[www.montgomerytp.org](http://www.montgomerytp.org)

Robert J. Birch  
Candyce Fluehr Chimera  
Michael J. Fox  
Jeffrey W. McDonnell

Lawrence J. Gregan  
Township Manager

**ACTION MEETING – 8:00 PM**

1. Call to Order by Chairman
2. Pledge of Allegiance
3. Public Comment
4. Consider Approval of Minutes of August 22, 2016 Meeting
5. Introduce New Public Works Department Employee
6. Presentation of Donation of AED by State Representative Todd Stephens
7. Consider Adoption of Proposed Ordinance #16-300 – Authorizing the Incurrence of Non-Electoral Debt
8. Consider Approval of Submission of 2016/2017 DUI Enforcement Program Grant Application
9. Consider Extension of PA Aggressive Driving & Buckle Up Enforcement Grants
10. Consider Adoption of Proposed Ordinance #16-299 – Amending Stop Intersections & Yield Intersections, Vehicle Weight and Type Restrictions
11. Consider Award of Bid – Residential Leaf & Yard Waste Collection and Disposal
12. Consider Payment of Bills
13. Other Business
14. Adjournment

**Future Public Hearings/Meetings:**

09-14-2016 @5:30pm – Autumn Festival Committee  
09-14-2016 @6:30pm – MontCRC Committee  
09-14-2016 @7:30pm – Park and Recreation Board  
09-15-2016 @7:30pm – Planning Commission  
09-19-2016 @7:00pm – Finance Committee  
09-20-2016 @12:30pm – Business Development Partnership  
09-21-2016 @6:00pm – Sewer Authority  
09-21-2016 @7:30pm – Shade Tree Commission  
09-21-2016 @7:30pm – Senior Committee  
09-26-2016 @8:00pm – Board of Supervisors

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Public Comment

MEETING DATE: September 12, 2016

ITEM NUMBER: #3

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, Vice  
Chairman of the Board of Supervisors



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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

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SUBJECT: Consider Approval of Minutes for August 22, 2016

MEETING DATE: September 12, 2016

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, Vice  
Chairman of the Board of Supervisors

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BACKGROUND:

Please contact Deb Rivas on Monday, September 12, 2016 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  
AUGUST 22, 2016**

At 7:30 p.m. Vice Chairman Candyce Fluehr Chimera called to order the executive session. In attendance were Supervisors Robert J. Birch and Jeffrey W. McDonnell. Supervisor Michael J. Fox was absent. Also in attendance were Lawrence Gegan and Frank R. Bartle, Esquire.

Vice Chairman Candyce Fluehr Chimera called the action meeting to order at 8:00 p.m. In attendance were Supervisors Robert J. Birch, and Jeffrey W. McDonnell. Supervisor Michael J. Fox was absent. Also in attendance were Frank Bartle, Esquire, Lawrence Gegan, Chief Scott Bendig, Ami Tarburton, Ann Shade, Stacy Crandell, Bruce Shoupe, Kevin Costello, Floyd Shaffer, Rich Grier and Deb Rivas.

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

Solicitor Frank Bartle announced that the Board had met in an executive session prior to this meeting and discussed one matter of litigation, the Zoning Hearing Board Appeal of Montgomery Carpet Mart; and one matter of personnel which was the contract negotiations for the Police Department. Mr. Bartle stated that these matters are legitimate subjects of executive session pursuant to Pennsylvania's Sunshine Law.

Vice Chairman Candyce Fluehr Chimera made a motion to approve the minutes of the August 8, 2016 Board of Supervisors meeting, and Supervisor Robert J. Birch seconded the motion. The minutes of the meeting were unanimously approved as submitted.

Lisa Knapp Siegel of the Montgomery Township Historical Society was present to accept a Township donation of \$6,000. Ms. Siegel provided a brief update on the Knapp Farm restoration project and announced that the Historical Society had recently updated the book, An Erudite Little Township, a history of Montgomery Township. Ms. Siegel thanked the Board of Supervisors for their continuous support and for the donation to the organization.

Kathy Arnold-Yerger of the Montgomery County Norristown Public Library was present to accept a Township donation of \$10,000. Ms. Arnold-Yerger provided a brief update on the activities and services provided to the residents of Montgomery Township. Ms. Arnold-Yerger thanked the Board of Supervisors for their continuous support and for the donation to the library.

Mary Metz, Board President, and Sarah Whetstone, Interim Executive Director of The PEAK Center were present to accept the Township's donation of \$3,000. Ms. Metz and Ms. Whetstone provided a brief updated on the activities and services provided to the senior residents of Montgomery Township. Ms. Metz and Ms. Whetstone thanked the Board of Supervisors for the donation to their organization.

Chief of Police J. Scott Bendig reported that the Police Department's Highway Safety Unit recently identified several intersections within the Township where traffic control devices (signs) had not been installed or more appropriate signs should be installed. The signs had been posted in this manner when the developments were built over 25 years ago. It was recommended that signs be posted at the following intersections to ensure sign consistency with other Township intersections. Those developments are Meadow Glen, Parkwood, Pennwood Gardens, Stoneridge, Beechwood Drive and West Thomas Drive. An ordinance is required to authorize the placement of the signage. Resolution #1 made by Supervisor Robert J. Birch, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, authorized the advertisement of proposed Ordinance #16-299, Amending Stop Intersections and Yield Intersections, Vehicle Weight and Type and Restrictions for consideration and adoption at the Board of Supervisors Meeting to be held on Monday, September 12, 2016 after 8pm in the Township building.

Director of Finance Ami Tarburton reported that the Board had authorized staff to pursue the advance refunding of the General Obligation Bonds, Series of 2013. An aggressive timeline for refunding the Bonds in early October 2016 is being proposed in order to take advantage of current interest rates to realize the greatest possible savings, estimated to be in excess of

\$650K. Bond Counsel is preparing a proposed ordinance that would establish the "parameters" of the refinancing of the indebtedness which would be considered for adoption at the Board of Supervisor's meeting on September 12, 2016. Resolution #2 made by Supervisor Robert J. Birch, seconded by Vice Chairman Candyce Fluehr Chimera and adopted unanimously, approved the advertisement of a proposed Ordinance to refinance the Township's General Obligation Bonds, Series of 2013.

Chief of Police J. Scott Bendig reported that the Police Department is scheduled to replace three patrol vehicles in 2016. Two of the vehicles were previously approved for purchase in January, 2016. The third vehicle is ready for replacement at this time. The Police Department has obtained a quote from Fred Beans Ford Lincoln, an authorized vendor under the Co-Stars Cooperative Purchase Program. Resolution #3 made by Supervisor Robert J. Birch, seconded by Supervisor Jeffrey M. McDonnell and adopted unanimously, awarded the contract for the purchase of a 2016 model police vehicle to Fred Beans Ford Lincoln at a cost of \$27,671.18.

Director of Planning and Zoning Bruce Shoupe reported that a request for the waiver of a formal land development process has been received by 289 DeKalb Pike, L.P. for the property located at 289 DeKalb Pike. The applicant is proposing the addition of a 180 square foot third bedroom addition on the existing EZ Storage resident manager's apartment. This apartment received Zoning Hearing Board approval for the resident manager apartment in November 2004, which was constructed with a living/dining area, kitchen, two bedrooms, two bathrooms and an enclosed screened in patio and a garage. Mr. Shoupe stated that a review of the plan showed that the proposed 180 square foot addition is de minimis and does not impact the dimensional requirement for this property. Resolution #4 made by Vice Chairman Candyce Fluehr Chimera, seconded by Supervisor Robert Birch and adopted unanimously, granted the waiver of the requirement of a formal land development application for 289 DeKalb Pike, L.P. for the property located at 289 DeKalb Pike (EZ Storage).

Resolution #5 made by Vice Chairman Candyce Fluehr Chimera, seconded by Supervisor Robert J. Birch and adopted unanimously, approved the request of Bharatiya Temple to waive the \$100.00 special event permit fee for the Ganesh Festival to be held From September 3, 2016 until September 15, 2016.

Resolution #6 made by Supervisor Robert J. Birch, seconded by Supervisor Jeffrey W. McDonnell and adopted unanimously, authorized a construction escrow release in the amount of \$98,284.12, as recommended by the Township Engineer for the Narayan Guest House.

A motion to approve the payment of bills was made by Vice Chairman Candyce Fluehr Chimera, seconded by Supervisor Robert J. Birch, and adopted unanimously, approved the payment of bills as submitted.

There being no further business to come before the Board, the meeting adjourned at 8:20 p.m.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Introduce New Public Works Department Employee

MEETING DATE: September 12, 2016

ITEM NUMBER: #5

MEETING/AGENDA: WORK SESSION

ACTION XX

NONE

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

INITIATED BY: Kevin A. Costello  
Director of Public Works

BOARD LIAISON: Candyce Fluehr Chimera,  
Vice Chairman



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BACKGROUND:

Tonight we would like to introduce and welcome our new employee, Evan Chwastiak to Montgomery Township as a Laborer in the Public Works Department.

Evan recently began his full time employment on September 2, 2016. Evan first came to us with an Eagle Scout Project back in March of 2014 which included building a bridge over the creek at Memorial Grove. He began working for us as a seasonal employee in the summer of 2015 and continued into 2016 and actually assisted us with snow removal during the blizzard in January of this year.

Evan will be working under the direction of Greg Reiff, Park Foreman, to assist with maintaining the parks and open space throughout the Township.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None

BUDGET IMPACT: The position being filled is a replacement for an employee that resigned and is included in the approved 2016 Budget

RECOMMENDATION: Welcome new employee, Evan Chwastiak, to Montgomery Township effective September 2, 2016.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby welcome new employee, Evan Chwastiak, to Montgomery Township as a Laborer in the Public Works Department effective September 2, 2016.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Presentation of Donation of AED by State Representative Todd Stephens

MEETING DATE: September 12, 2016

ITEM NUMBER: #6

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Lawrence J. Gregan  
Township Manager

BOARD LIAISON: Candyce Fluehr Chimera  
Vice-Chairman

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BACKGROUND:

Earlier this year, State Representative Todd Stephens held an event to raise funds to purchase an Automated External Defibrillator (AED) for the Montgomery Township Baseball & Softball Association. A percentage of the proceeds raised at the fundraiser paid for half of the cost associated in purchasing the AED and Rep. Stephens also secure the funding for the other half of the cost through a generous donation from the Bruce Toll Foundation.

AED's diagnose and treat cardiac arrhythmias and have proven to be a lifesaving tool on many occasions at youth sporting events. This AED will be kept on hand at the MTBSA fields and provides an added safety measure for our young athletes and spectators in our community.

Representative Stephens is here tonight to present this AED to several board members from the Montgomery Township Baseball and Softball Association Board Members.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT: None.

PREVIOUS BOARD ACTION: None

ALTERNATIVES/OPTIONS: None.

BUDGET IMPACT: None

RECOMMENDATION: No action required.

MOTION/RESOLUTION: No action required.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Adoption of Proposed Ordinance #16-300 and Bond Purchase Agreement – Refinancing the Indebtedness of the Township

MEETING DATE: September 12, 2016

ITEM NUMBER: # 7

MEETING/AGENDA:

ACTION **xx**

NONE

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

INITIATED BY: Ami Tarburton  
Finance Director

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

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BACKGROUND:

In July of 2016, the Board authorized staff to pursue the advance refunding of the General Obligation Bonds, Series of 2013. An aggressive timeline for refunding the Bonds in early October 2016 has been proposed in order to take advantage of the current low interest rate environment to realize the greatest possible savings, estimated to be in excess of \$650K.

Adoption of the attached proposed Ordinance authorizes the sale of the bonds, based on parameters identified in section 14 of the Ordinance, and authorizes the execution of the attached Bond Purchase Agreement between the Township and RBC Capital Markets. After adoption of the Ordinance, staff will work with the Township Solicitor and Bond Counsel to prepare the necessary application for approval by the Pennsylvania Department of Community and Economic Development (DCED).

Following receipt of the application, DCED has 20 days to review the application and approve or deny. Assuming approval of the application, the Board will then have the authority to make settlement on the series of bonds issued and proceed with the refinancing program. It is estimated that the bonds will be sold in early October, 2016.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

August 22, 2016, the Board authorized the advertisement of the attached Ordinance. The Ordinance was advertised on September 7, 2016, fulfilling the DCED advertising requirement.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

The Refinancing Program is expected to yield potential debt service savings in excess of \$650K.

RECOMMENDATION:

Staff recommends that the Board adopt the attached Ordinance #16-300 to refinance the indebtedness of the Township by an amount not to exceed \$10M.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby adopt Ordinance #16-300 to Refinance the Indebtedness of Montgomery Township by an amount not to exceed Ten Million Dollars (\$10M) and

BE IT FURTHER RESOLVED that we hereby authorize the execution of the Bond Purchase Agreement between Montgomery Township and RBC Capital Markets.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

# **MONTGOMERY TOWNSHIP**

Montgomery County, Pennsylvania

ORDINANCE # 16-\_\_

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AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF MONTGOMERY OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2016 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARDS FINANCING A REFINANCING PROGRAM RELATING TO THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2013 AND PAYING THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE ADVANCE REFUNDING OF THE IDENTIFIED REFUNDED BONDS AND AUTHORIZING ONE OR MORE ESCROW AGREEMENTS FOR SUCH PURPOSE; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND MAXIMUM PRINCIPAL MATURITY AMOUNTS, MAXIMUM INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF ONE OR MORE OFFICIAL STATEMENTS; AUTHORIZING THE EXECUTION OF ONE OR MORE PAYING AGENT AGREEMENTS AND CONTINUING DISCLOSURE AGREEMENTS OR SUPPLEMENTS; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS WITHIN CERTAIN PARAMETERS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

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ENACTED: September 12, 2016

**Township of Montgomery**

**Montgomery County, Pennsylvania**

ORDINANCE NO. 16-\_\_

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AN ORDINANCE AUTHORIZING THE INCURRENCE BY THE TOWNSHIP OF MONTGOMERY OF NONELECTORAL DEBT BY THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES OF 2016 IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$10,000,000 FOR THE PURPOSE OF PROVIDING FUNDS FOR AND TOWARDS FINANCING A REFINANCING PROGRAM RELATING TO THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2013 AND PAYING THE COSTS OF ISSUING THE BONDS; AUTHORIZING THE PREPARATION OF A DEBT STATEMENT AND OTHER DOCUMENTATION; PROVIDING FOR THE ADVANCE REFUNDING OF THE IDENTIFIED REFUNDED BONDS AND AUTHORIZING ONE OR MORE ESCROW AGREEMENTS FOR SUCH PURPOSE; COVENANTING TO CREATE A SINKING FUND AND TO BUDGET, APPROPRIATE AND PAY DEBT SERVICE ON THE BONDS; PLEDGING THE FULL FAITH, CREDIT AND TAXING POWER OF THE TOWNSHIP FOR THE PROMPT AND FULL PAYMENT OF THE BONDS; SETTING FORTH THE SUBSTANTIAL FORM OF THE BONDS; SETTING FORTH THE STATED PRINCIPAL MATURITY OR SINKING FUND REDEMPTION DATES AND MAXIMUM PRINCIPAL MATURITY AMOUNTS, MAXIMUM INTEREST RATES AND INTEREST PAYMENT DATES, PLACE OF PAYMENT, SINKING FUND PROVISIONS AND OTHER DETAILS OF THE BONDS; APPROVING THE CONTENT AND FORM OF ONE OR MORE PRELIMINARY OFFICIAL STATEMENTS AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF ONE OR MORE OFFICIAL STATEMENTS; AUTHORIZING THE EXECUTION OF ONE OR MORE PAYING AGENT AGREEMENTS AND CONTINUING DISCLOSURE AGREEMENTS OR SUPPLEMENTS; FINDING THAT A PRIVATE NEGOTIATED SALE OF THE BONDS IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; ACCEPTING A PROPOSAL FOR THE PURCHASE OF THE BONDS WITHIN CERTAIN PARAMETERS; APPOINTING A PAYING AGENT AND SINKING FUND DEPOSITORY; AND AUTHORIZING OTHER NECESSARY ACTION.

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WHEREAS, pursuant to the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.* (the "Act"), the Township of Montgomery, Montgomery County, Pennsylvania (the "Township") may incur indebtedness for the purposes of refunding prior indebtedness; and

WHEREAS, the Township previously issued its General Obligation Bonds, Series of 2013 (the "2013 Bonds") in the original principal amount of \$8,745,000 of which \$8,140,000 remains outstanding; and

WHEREAS, the 2013 Bonds were issued to finance (i) a capital project, including the design, construction and equipping of a community recreation center; and (ii) the current refunding of a portion of the Township's General Obligation Note, Series of 2012 (the "2012 Note"); and

WHEREAS, the Township has determined to undertake a refinancing program (the "Refinancing Program") consisting of the advance refunding of all or a portion of the outstanding 2013 Bonds (the "Refunded Bonds"); and

WHEREAS, the Township has determined to issue its General Obligation Bonds, Series of 2016 (the "Bonds") in the maximum aggregate principal amount of \$10,000,000 to finance: (i) the Refinancing Program; and (ii) the payment of the costs and expenses of issuing the Bonds; and

WHEREAS, the Township has determined that it is in the best financial interest of the Township to sell the Bonds at private negotiated sale, and the Township has received a proposal for the purchase of the Bonds (the "Bond Purchase Proposal") from RBC Capital Markets, LLC, of Philadelphia, Pennsylvania (the "Underwriter"), which it desires to accept; and

WHEREAS, the Bond Purchase Proposal contains the financial parameters for, and conditions to, the underwriting and issuance of the Bonds (the "Parameters") which will be supplemented by one or more addenda to the Bond Purchase Proposal (the "Addendum") containing the final terms of the Bonds, consistent with the Parameters; and

WHEREAS, the Township, through the enactment of this Ordinance, is incurring debt under the Act in an aggregate principal amount not to exceed \$10,000,000 with the intent of financing the Refinancing Program through the issuance of the Bonds in one or more series on a future date or dates; and

WHEREAS, the Board of Supervisors of the Township (the "Board") desires to approve the issuance of the Bonds, approve the Refinancing Program, and accept the Bond Purchase Proposal of the Underwriter.

NOW, THEREFORE, BE IT ENACTED by the Board of Supervisors of the Township of the Montgomery and IT IS HEREBY ENACTED, as follows:

**1. Authorization of the Refinancing Program and Incurrence of Indebtedness; and Purpose of the Refinancing Program.** The Township hereby authorizes and shall undertake the Refinancing Program, as described in the preambles to this Ordinance. The Township shall incur indebtedness pursuant to the Act in the maximum aggregate principal amount not to exceed \$10,000,000 to finance the costs of the Refinancing Program and the costs and expenses of issuing the Bonds.

It is hereby determined and set forth that the purpose of the Refinancing Program is to reduce the total debt service that would otherwise have been payable on the Refunded Bonds over the life of the issue as authorized by Section 8241(b)(1) of the Act. Attached hereto as **Exhibit C** and made a part hereof is the schedule of the anticipated debt service savings in connection with the refinancing of the Refunded Bonds computed in accordance with Section 8242(b) of the Act.

It is hereby determined and stated that the useful lives of the projects financed or refinanced with the proceeds of the Refunded Bonds are in excess of the term of the Bonds. The 2013 Bonds financed a capital project, including the design, construction and equipping of a community recreation center with a useful life of not less thirty-one (31) years (Ordinance enacted February 25, 2013). The 2012 Note financed the costs of the acquisition of real estate with a remaining useful life of not less thirty-one (31) years (Ordinance enacted January 23, 2012).

**2. Authorization of Issuance of the Bonds.** The Township shall issue, pursuant to the Act and this Ordinance, its General Obligation Bonds, Series of 2016, in a maximum aggregate principal amount not to exceed \$10,000,000, in order to provide funds for and toward the costs of the Refinancing Program and paying the costs of issuing the Bonds as authorized and provided in Section 1 hereof.

The Township reserves the right to issue the Bonds in an amount less than the maximum principal amounts authorized hereunder and to cancel any unused authorization hereunder in accordance with the terms of the Act. The Bonds may be issued in one or more series at the same time or at different times. Each series of Bonds may be designated with the year in which such series is issued and with an appropriate letter.

**3. Type of Indebtedness.** The indebtedness evidenced by the Bonds is nonelectoral debt.

**4. Execution of Debt Statement, Bonds and Other Documents.** The Chairman or Vice Chairman and the Secretary or Assistant Secretary of the Board of Supervisors of the Township and their successors are hereby authorized and directed to file the Debt Statement required by Section 8110 of the Act, to execute and deliver the Bonds in the name and on behalf of the Township and to take all other action required by the Act or this Ordinance in order to effect the issuance of the Bonds. Said officers or any of them are further authorized to apply to the Department of Community and Economic Development for approval of the debt herein authorized and to file with such application a transcript of the proceedings including a certified copy of this Ordinance, the Debt Statement, a Borrowing Base Certificate signed by the appropriate officials of the Township or by the accountants of the Township responsible for auditing its financial affairs, and to take any and all such further action and to execute and deliver such other documents as may be necessary or proper to comply with all requirements of the Act or to carry out the intent and purpose of this Ordinance. Said officers and their successors are further hereby authorized if, in their opinion, it is advisable to do so, to prepare and file such statements and documents as may be required by Section 8024 of the Act in order to qualify all or any portion of the existing indebtedness of the Township or of the Bonds as subsidized debt or self-liquidating debt.

5. **Type of Bonds.** The Bonds when issued will be general obligation bonds.

6. **Covenant to Pay Debt Service - Pledge of Taxing Power.** The Township hereby covenants with the registered owners of the Bonds outstanding pursuant to this Ordinance as follows: (a) that the Township will include in its budget for each fiscal year during the life of the Bonds, the amount of the debt service on the Bonds issued hereunder which will be payable in each such fiscal year so long as any of the Bonds shall remain outstanding; (b) that the Township shall appropriate from its general revenues such amounts to the payment of such debt service; (c) that the Township shall duly and punctually pay or cause to be paid from the Sinking Fund (as hereinafter defined) or any of its other revenues or funds the principal of every Bond and the interest thereon at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof; and (d) for such budgeting, appropriation and payment the Township hereby pledges its full faith, credit and taxing power. The covenant contained in this Section 6 shall be specifically enforceable. The maximum amounts to be budgeted, appropriated and paid pursuant to the foregoing covenant shall not exceed those set forth in **Exhibit B** attached hereto and made a part hereof which are hereby incorporated in the foregoing covenant with the same effect as if the same were specified in the text of such covenant.

7. **Form of Bonds.** The Bonds shall be substantially in the form set forth in **Exhibit A** hereto, with appropriate omissions, insertions and variations.

8. **Terms of Bonds.** The Bonds shall be issued in fully registered form, in the denomination of \$5,000 or any integral multiple thereof and shall be dated the date of issuance thereof or such other date as the Township and the Underwriter shall agree. The Bonds shall be issued in the maximum aggregate principal amount not to exceed \$10,000,000. The interest rates on the Bonds shall not exceed five percent (5.00%) per annum. No yield on the Bonds for any stated maturity date in the last two-thirds of the period of the Bonds may be less than that stated for the immediately preceding year. The Bonds shall mature or be subject to mandatory sinking fund redemption in annual principal amounts not to exceed the maximum principal amount for each fiscal year as set forth in **Exhibit B** hereto.

The principal of the Bonds shall be payable in lawful money of the United States of America at the corporate trust office of U.S. Bank National Association in Philadelphia, Pennsylvania (the "Paying Agent"), which is hereby appointed paying agent and registrar for the Bonds and the sinking fund depository. Interest on the Bonds shall be payable in the manner provided in the form of Bonds set forth in **Exhibit A** hereto.

9. **Redemption of Bonds.** The Bonds shall be subject to redemption prior to maturity, at the option of the Township, as a whole or in part from time to time, in any order of maturity or portion of a maturity as selected by the Township, on a date not earlier than the fifth (5<sup>th</sup>) anniversary of the issuance of such Bonds or any date thereafter upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If any of the Bonds are to be issued and delivered as term bonds, such term bonds shall be subject to mandatory sinking fund redemption on such date or dates and in such principal amount or amounts as shall be necessary to conform with the principal retirement schedule set forth in **Exhibit B** hereto. If less than an entire maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

In the event that a portion, but not all of the Term Bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to the Term Bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 30 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the bond register maintained by the Paying Agent. Such notice shall also be filed by the Paying Agent with the Municipal Securities Rulemaking Board. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption, of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and that reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is,

subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

**10. Appointment of Securities Depository.** The Depository Trust Company, New York, New York ("DTC"), shall act as securities depository for the Bonds on behalf of the firms which participate in the DTC book-entry system ("DTC Participants"). The ownership of one fully registered Bond for each maturity of the Bonds will be registered in the name of Cede & Co., as nominee for DTC. Each Bond will be in the aggregate principal amount of such maturity and no greater than as shown on **Exhibit B** attached hereto. The Township shall cause the Bonds to be delivered to DTC for the benefit of the purchaser on or before the date of issuance of the Bonds.

Pursuant to the book-entry only system, any person for whom a DTC Participant acquires an interest in the Bonds (the "Beneficial Owner") will not receive bond certificates and will not be the registered owner thereof. Ownership interest in the Bonds may be purchased by or through DTC Participants. Each DTC Participant will receive a credit balance in the records of DTC in the amount of such DTC Participant's interest in the Bonds, which will be confirmed in accordance with DTC's standard procedures. Receipt by the Beneficial Owners (through any DTC Participant) of timely payment of principal, premium, if any, and interest on the Bonds, is subject to DTC making such payment to DTC Participants and such DTC Participants making payment to Beneficial Owners. Neither the Township nor the Paying Agent will have any direct responsibility or obligation to such DTC Participants or the persons for whom they act as nominees for any failure of DTC to act or make any payment with respect to the Bonds.

The Township is authorized to execute such documents as may be necessary or desirable in connection with DTC's services as securities depository including a blanket letter of representation obligating the Township to give certain notices to DTC and to meet certain requirements relating to Bond payments.

If DTC determines to discontinue providing its services as securities depository with respect to the Bonds at any time, the Chairman or Vice Chairman of the Board of Supervisors of the Township is hereby authorized to designate a successor securities depository or to deliver certificates to or upon the order of the registered owners of the Bonds.

**11. Sale of Bonds.** The Bonds shall be sold at private sale by negotiation as hereinafter set forth in Section 14. After due consideration, the Board hereby finds and determines, on the basis of all available information, that a private negotiated sale of the Bonds is in the best financial interest of the Township.

**12. Creation of and Deposits in Sinking Fund.** The Township covenants that there shall be and there is hereby established and that it shall hereafter maintain a sinking fund (the "Sinking Fund") designated "Sinking Fund – General Obligation Bonds, Series of 2016" for the Bonds to be held by the Paying Agent (or such substitute or successor Paying Agent which shall hereafter be appointed in accordance with the provisions of the Act) in the name of the Township, but subject to withdrawal only by the Paying Agent.

The Township covenants and agrees to deposit in the Sinking Fund no later than each June 1 and December 1 (each, an "Interest Payment Date") the debt service payable on the Bonds on such dates, which shall not exceed the maximum amounts set forth in **Exhibit B** hereto.

Pending application to the purpose for which the Sinking Fund is established, the Chairman or Vice Chairman of the Board of Supervisors of the Township or the Finance Director of the Township is hereby authorized and directed to cause the monies therein to be invested or deposited and insured or secured as permitted and required by Section 8224 of the Act. All income received on such deposits or investments of monies in the Sinking Fund during each applicable period shall be added to the Sinking Fund and shall be credited against the deposit next required to be made in the Sinking Fund.

The Paying Agent is hereby authorized and directed, without further action by the Township, to pay from the Sinking Fund the principal of and interest on the Bonds as the same become due and payable in accordance with the terms thereof and the Township hereby covenants that such monies, to the extent required, will be applied to such purpose.

All monies deposited in the Sinking Fund for the payment of the Bonds which have not been claimed by the registered owners thereof after two years from the date when payment is due, except where such monies are held for the payment of outstanding checks, drafts or other instruments of the Paying Agent, shall be returned to the Township. Nothing contained herein shall relieve the Township of its liability to the registered owners of the unrepresented Bonds.

**13. No Taxes Assumed.** The Township shall not assume the payment of any tax or taxes in consideration of the purchase of the Bonds.

**14. Award and Sale of Bonds.** The Township hereby awards and sells the Bonds to the Underwriter at an aggregate price of no less than ninety percent (90%) and no more than one hundred twenty percent (120%) of the principal amount of the Bonds (including net original discount or premium and the Underwriter's discount) plus accrued interest from the dated date of the Bonds to the date of delivery and in accordance with the other terms and conditions contained or incorporated in the Bond Purchase Proposal of the Underwriter dated September 12, 2016 which is hereby approved and accepted. The Underwriter's discount shall not exceed .750% of the principal amount of the Bonds. A copy of said Bond Purchase Proposal shall be attached to this Ordinance and lodged with the official minutes of this meeting and is hereby incorporated herein by reference. The proper officers of the Township are hereby authorized and directed to endorse the acceptance of the Township on said contract and to deliver executed copies thereof to the Underwriter. The Chairman of the Board of Supervisors and the Finance Director of the Township are each authorized to accept one or more Addendums to the Bond Purchase Proposal setting forth the final terms of the Bonds within the parameters set forth in this Ordinance.

**15. Contract with Paying Agent.** The proper officers of the Township are authorized to contract with U.S. Bank National Association, Philadelphia, Pennsylvania, in connection with the performance of its duties as the Paying Agent and Sinking Fund Depository

on usual and customary terms, including an agreement to observe and comply with the provisions of this Ordinance and of the Act

**16. Redemption of Refunded Bonds and Deposit of Funds.** The Township hereby calls for redemption on June 1, 2018 (or such other date as the Chairman of the Board of Supervisors or the Finance Director of the Township shall designate), the Refunded Bonds. The Township shall enter into one or more Pledge and Escrow Agreements (collectively, the “**Pledge Agreement**”) with the escrow agent for the Refunded Bonds, U.S. Bank National Association, Philadelphia Pennsylvania (the “**Escrow Agent**”), providing, among other things for: (a) the certification to such Escrow Agent of the amounts required to pay the principal and interest on the Refunded Bonds to the date of maturity or redemption; (b) the deposit with said Escrow Agent of amounts which, together with the interest thereon, will meet such requirements; (c) the investment of the amounts deposited under the Pledge Agreement in accordance with the applicable regulations under Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”); and (d) the irrevocable pledge of all amounts and investments held under the Pledge Agreement for the payment of the Refunded Bonds to the applicable dates of maturity or redemption and the application of the principal of and interest on the investments to such purposes. The Pledge Agreement shall be in form and substance as approved by the signing officers of the Township. The Chairman or Vice Chairman of the Board and Secretary or Assistant Secretary of the Township are hereby authorized and directed to execute such Pledge Agreement and to deliver the same to the Escrow Agent on behalf of the Township and to appoint a verification agent as may be required in connection with the Pledge Agreement and the refunding of the Refunded Bonds.

The officers of the Township are hereby authorized and directed to execute all documents and to take such other action as may be necessary or advisable to effect the refunding, redemption and payment of the Refunded Bonds. Upon redemption of the Refunded Bonds, any excess moneys shall be transferred by the Escrow Agent to the Paying Agent, and the Paying Agent shall deposit the same in the Sinking Fund for the Bonds.

The Township hereby authorizes the Escrow Agent to subscribe for U.S. Treasury State and Local Government Series Securities, or to purchase such other obligations as further determined by the Township and set forth in the Pledge Agreement, for deposit into the escrow account under the Pledge Agreement.

**17. Federal Tax Covenants.** The Township hereby covenants not to take or omit to take any action so as to cause interest on the Bonds to be no longer excluded from gross income for purposes of federal income taxation and to otherwise comply with the requirements of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and all applicable regulations promulgated with respect thereto, throughout the term of the Bonds. The Township further covenants that it will make no investments or other use of the proceeds of the Bonds which would cause the Bonds to be “arbitrage bonds” as defined in Section 148 of the Code. The Township further covenants to comply with the rebate requirements (including the prohibited payment provisions) contained in Section 148(f) of the Code and any regulations promulgated thereunder, to the extent applicable, and to pay any interest or penalty imposed by the United States for failure to comply with said rebate requirements, to the extent applicable.

The Township hereby represents and warrants, after due investigation and to the best of its knowledge, that (i) the Bonds are not “private activity bonds” within the meaning of Section 141 of the Code and (ii) the aggregate face amount of “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code (which includes qualified 501(c)(3) bonds but not any other private activity bonds) issued or to be issued by the Township (and all “subordinate entities” thereof) during the 2016 calendar year is not reasonably expected to exceed \$10,000,000 (other than certain other obligations not required to be taken into account for purposes of Section 265 of the Code). The Township hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3)(B) of the Code. The Township hereby authorizes the proper officers of the Township to execute certificates to that effect at the time of closing.

**18. Execution and Authentication of Bonds.** As provided in Section 4, the Bonds shall be executed by the Chairman or the Vice Chairman of the Board of Supervisors of the Township and the Secretary or Assistant Secretary of the Township and each such execution shall be by manual or facsimile signature. If any officer whose signature appears on the Bonds shall cease to hold such office before the actual delivery date of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes as if such person had remained in such office until the actual delivery date of the Bonds. The Bonds shall be authenticated by the manual signature of an authorized representative of the Paying Agent.

**19. Application of Bond Proceeds.** The purchase price for the Bonds, and any accrued interest payable by the Underwriter, shall be paid by the Underwriter to the Paying Agent on behalf of the Township. Upon receipt of the purchase price for the Bonds, including interest thereon accrued to the date of delivery, if any, the Paying Agent shall deposit the same in a settlement account. From the settlement account, the Paying Agent shall pay, or establish reserves for payment of, the costs and expenses of the financing in the amounts presented to the Board of Supervisors which are hereby approved, and the proper officers of the Township are authorized to direct the Paying Agent to pay the issuance costs on behalf of the Township as set forth in written directions to the Paying Agent. The net proceeds of the Bonds shall be deposited with the Escrow Agent as provided in Section 16 hereof.

**20. Officers Authorized to Act.** For the purpose of expediting the closing and the issuance and delivery of the Bonds, or in the event that the Chairman or the Secretary of the Board of Supervisors of the Township shall be absent or otherwise unavailable for the purpose of executing documents, or for the purpose of taking any other action which they or either of them may be authorized to take pursuant to this Ordinance, the Vice Chairman or the Assistant Secretary of the Board of Supervisors of the Township, respectively, are hereby authorized and directed to execute documents, or otherwise to act on behalf of the Township in their stead.

**21. Approval of Official Statement.** The Chairman or the Financial Director is hereby authorized to approve and “deem final” one or more Preliminary Official Statements for the Bonds for purposes of United States Securities and Exchange Commission Rule 15c2-12. One or more final Official Statements, substantially in the form of the related Preliminary Official Statement and also containing the final terms of the Bonds, shall be prepared and delivered to the Underwriter within seven (7) business days from the date of establishment of the

final terms of the Bonds, and the Township hereby approves the use thereof in connection with the public offering and sale of the Bonds.

**22. Covenant to Pledge Sufficient Funds.** The Township hereby covenants and agrees that, concurrently with the issuance of and payment for the Bonds:

1. The Township will have irrevocably pledged with the Escrow Agent, amounts sufficient, together with interest, if any, to be earned thereon, to pay: (i) all interest on the applicable Refunded Bonds to the date of maturity or redemption thereof; and (ii) the principal of the applicable Refunded Bonds at the date of maturity or redemption thereof so that the applicable Refunded Bonds will no longer be outstanding under the Act; and

2. Such Escrow Agent will have invested the monies required by the Pledge Agreement or directions in accordance with the terms thereof.

**23. Continuing Disclosure.** The Township hereby authorizes and directs the appropriate officers to execute and deliver one or more Continuing Disclosure Agreements or supplements to an existing Continuing Disclosure Agreement of the Township (the "Continuing Disclosure Agreement") if and to the extent required by law. The Township further covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the Township to comply with the Continuing Disclosure Agreement shall not be considered an event of default hereunder or under the Bonds; however, the Paying Agent, any Participating Underwriters (as defined in the Continuing Disclosure Agreement), or any Bondholder may take such actions as may be necessary and appropriate, including seeking specific performance by court order, to cause the Township to comply with its obligations under this Section.

**24. Bond Insurance.** If deemed financially advantageous to the Township in connection with the issuance of the Bonds, the officers of the Township are hereby authorized to purchase a policy of insurance guaranteeing the payment of the principal of and interest on the Bonds, to pay the premium for such policy from the proceeds of the Bonds and to execute such documents as may be necessary to effect the issuance of such policy. If applicable, the Bonds issued under this Ordinance may include a statement of the terms of such insurance policy and the Authentication Certificate of the Paying Agent appearing on each Bond may include a statement confirming that the original or a copy of the insurance policy is on file with the Paying Agent.

**25. Bond Counsel.** The Township hereby confirms the appointment of Cozen O'Connor to act as Bond Counsel to the Township with respect to the transactions contemplated by this Ordinance.

**26. Further Action.** The proper officers of the Township are hereby authorized and directed to take all such action, execute, deliver, file and/or record all such documents, publish all notices and otherwise comply with the provisions of this Ordinance and the Act in the name and on behalf of the Township.

27. **Act Applicable to Bonds.** This Ordinance is enacted pursuant to, and the Bonds issued hereunder shall be subject to, the provisions of the Act and all of the mandatory provisions thereof shall apply hereunder whether or not explicitly stated herein.

28. **Contract with Bond Owners.** This Ordinance constitutes a contract with the registered owners of the Bonds outstanding hereunder and shall be enforceable in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

29. **Severability.** In case any one or more of the provisions contained in this Ordinance or in any Bond shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Ordinance or of said Bonds, and this Ordinance or said Bonds shall be construed and enforced as if such invalid, illegal or unenforceable provisions had never been contained therein.

30. **Repealer.** All Ordinances and parts of Ordinances heretofore enacted to the extent that the same are inconsistent herewith are hereby repealed.

31. **Effective Date.** This Ordinance shall take effect on the earliest date permitted by the Act.

DULY ENACTED AND ORDAINED, this 12<sup>th</sup> day of September, 2016, by the Board of Supervisors of the Township of Montgomery, Montgomery County, Pennsylvania, in lawful session duly assembled.

TOWNSHIP OF MONTGOMERY,  
Montgomery County, Pennsylvania

By \_\_\_\_\_  
Vice Chairman, Board of Supervisors

Attest: \_\_\_\_\_  
Secretary

(SEAL)

**EXHIBIT A**

**[FORM OF BOND]**

UNITED STATES OF AMERICA

COMMONWEALTH OF PENNSYLVANIA

TOWNSHIP OF MONTGOMERY

GENERAL OBLIGATION BOND, SERIES OF 2016

No. R- \_\_\_\_\_ \$ \_\_\_\_\_

INTEREST RATE      MATURITY DATE      DATED DATE      CUSIP

[December][June] 1, \_\_\_\_\_, 2016

REGISTERED OWNER:      CEDE & CO.

PRINCIPAL SUM: \_\_\_\_\_ DOLLARS

The Township of Montgomery, Montgomery County, Pennsylvania (the "Township"), a political subdivision of the Commonwealth of Pennsylvania, for value received, hereby promises to pay to the registered owner hereof on the Maturity Date set forth above the Principal Sum set forth above, unless this Bond shall have been called for redemption and payment of the redemption price shall have been made or duly provided for, and to pay interest thereon from \_\_\_\_\_, 2016 or the most recent Interest Payment Date to which interest has been paid or duly, provided for, semiannually on June 1 and December 1 of each year, commencing June 1, 2017 (each, an "Interest Payment Date"), at the interest rate specified above, calculated on the basis of a 360-day year of twelve 30-day months until the principal sum is paid or has been provided for.

Interest is payable to the registered owner of this Bond from the Interest Payment Date next preceding the authentication date of the Bond, unless: (a) this Bond is authenticated as of an Interest Payment Date, in which event it shall bear interest from such Interest Payment Date; (b) this Bond is registered and authenticated after a Regular Record Date (hereinafter defined) and before the next succeeding Interest Payment Date, in which event it shall bear interest from such succeeding Interest Payment Date; (c) such Bond is registered and authenticated on or prior to the Regular Record Date preceding June 1, 2017, in which event it shall bear interest from \_\_\_\_\_, 2016; or (d) as shown by the records of the Paying Agent interest on this Bond

shall be in default, in which event it shall bear interest from the date on which interest was last paid on this Bond.

The principal of this Bond is payable upon presentation and surrender hereof at the corporate trust office of U.S. Bank National Association in Philadelphia, Pennsylvania (the "Paying Agent"). Interest on this Bond will be paid on each Interest Payment Date by check mailed to the person in whose name this Bond is registered on the registration books of the Township maintained by the Paying Agent, as bond registrar, at the address appearing, thereon at the close of business on the fifteenth (15<sup>th</sup>) day (whether or not a day on which the Paying Agent is open for business) next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the registered owner hereof as of the Regular Record Date, and shall be payable to the person who is the registered owner hereof at the close of business on a Special Record Date for the payment of such defaulted interest. Such Special Record Date shall be fixed by the Paying Agent whenever monies become available for payment of the defaulted interest, and notice of the Special Record Date and payment date for such interest shall be given by first class mail to the registered owners of the Bonds not less than ten (10) days prior to the Special Record Date. Such notice shall be mailed to the persons in whose names the Bonds are registered at the close of business on the fifth (5<sup>th</sup>) day preceding the date of mailing. The principal of and interest on this Bond are payable in lawful money of the United States of America.

Notwithstanding the foregoing, so long as this Bond is registered in the name of The Depository Trust Company ("DTC") or its nominee, Cede & Co., payment of principal and interest on this Bond shall be payable in the manner and at the respective times of payment provided for in DTC's Operational Arrangements, as they may be amended from time to time.

This Bond is one of a duly authorized issue of General Obligation Bonds, Series of 2016, of the Township in the aggregate principal amount of \$\_\_\_\_\_ (the "Bonds") issued in fully registered form in denominations of \$5,000 and integral multiples of \$5,000 in excess thereof, all issued in accordance with the Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 et seq., as amended (the "Act"), and pursuant to an Ordinance of the Board of Supervisors of the Township duly enacted on September 12, 2016 (the "Ordinance") and a Paying Agent Agreement between the Township and the Paying Agent dated as of \_\_\_\_\_, \_\_\_\_ (the "Paying Agent Agreement"). The Bonds are issued for the purpose of financing the advance refunding of all or a portion of the Township's General Obligation Bonds, Series of 2013 and paying the costs of issuing the Bonds.

Under the laws of the Commonwealth of Pennsylvania, this Bond and the interest thereon shall at all times be free from taxation within the Commonwealth of Pennsylvania, but this exemption shall not extend to gift, estate, succession or inheritance taxes or to any other taxes not levied or assessed directly on this Bond or the interest thereon. Profits, gains or income derived from the sale, exchange, or other disposition of this Bond are subject to state and local taxation.

The Bonds maturing on or after June 1, 20\_\_ are subject to redemption prior to maturity at the option of the Township as a whole or in part from time to time, in any order of maturity or portion of a maturity as selected by the Township on June 1, 20\_\_ or any date thereafter, upon payment of a redemption price of 100% of principal amount plus interest accrued to the redemption date. If less than an entire maturity of Bonds is to be redeemed at any particular time, such Bonds so to be called for redemption shall be chosen by lot by the Paying Agent.

The Bonds stated to mature on June 1, 20\_\_ and 20\_\_ (the "Term Bonds") are subject to mandatory redemption prior to their stated maturity by lot by the Township from monies to be deposited in the Sinking Fund established under the Ordinance at a redemption price of 100% of the principal amount thereof plus accrued interest to the date fixed for redemption. The Township hereby covenants that it will cause the Paying Agent to select by lot, to give notice of redemption and to redeem Term Bonds at said price from monies deposited in the Sinking Fund sufficient to effect such redemption (to the extent that Term Bonds shall not have been previously purchased from said monies by the Township as permitted under the Ordinance) on June 1 of the year and in the annual principal amount set forth in the following schedule (or such lesser principal amount as shall at the time represent all Term Bonds which shall then be outstanding):

<b><u>Mandatory Redemption Schedule</u></b>		
Redemption Date (June 1)	Principal Amount to be Redeemed or Purchased	Maturity From Which Redeemed

In the event that a portion, but not all of the Term Bonds are redeemed pursuant to optional redemption, then the principal amount of any remaining mandatory sinking fund redemptions and the final maturity applicable to the Term Bonds shall be proportionately reduced (subject to the Paying Agent making such adjustments as it deems necessary to be able to affect future redemptions of such Bonds in authorized denominations) unless the Township directs an alternate reduction of such mandatory sinking fund redemptions and final maturity.

For the purpose of selection of Bonds for redemption, any Bond of a denomination greater than \$5,000 shall be treated as representing such number of separate Bonds, each of the denomination of \$5,000, as is obtained by dividing the actual principal amount of such Bond by \$5,000. Any Bond which is to be redeemed only in part shall be surrendered at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent, and the registered owner of such Bond shall receive, without service charge, a new Bond or Bonds, of any authorized denomination as requested by such registered owner in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

On the date designated for redemption, and upon deposit with the Paying Agent of funds sufficient for payment of the principal of and accrued interest on the Bonds called for redemption, interest on the Bonds or portions thereof so called for redemption shall cease to accrue and the Bonds or portions thereof so called for redemption shall cease to be entitled to any benefit of security hereunder, and registered owners of the Bonds so called for redemption shall have no rights with respect to the Bonds or portions thereof so called for redemption, except to receive payment of the principal of and accrued interest on the Bonds so called for redemption to the date fixed for redemption.

Notice of any redemption shall be given by first class mail, postage prepaid, mailed by the Paying Agent not less than 30 or more than 60 days before the redemption date to the registered owners of the Bonds at their addresses as they appear on the bond register maintained by the Paying Agent. Such notice shall also be filed by the Paying Agent with the Municipal Securities Rulemaking Board. Such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed (and, in the case of a partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable at the corporate trust office of the Paying Agent in Philadelphia, Pennsylvania and that from the date of redemption interest will cease to accrue. The Paying Agent shall use "CUSIP" numbers (if then generally in use) in notices of redemption as a convenience to Bond owners, provided that any such redemption notice shall state that no representation is made as to the correctness of such numbers either as printed on the Bonds or as contained in any notice of redemption and the reliance may be placed only on the identification numbers prefixed "R-" printed on the Bonds. Failure to mail any notice of redemption, or any defect therein, or in the mailing thereof, with respect to any Bond shall not affect the validity of any proceeding for redemption of other Bonds so called for redemption.

With respect to any optional redemption of Bonds, if at the time of mailing such notice of redemption, the Township shall not have deposited with the Paying Agent monies sufficient to redeem all the Bonds called for redemption, such notice may state that it is conditional, that is, subject to the deposit of the redemption monies with the Paying Agent not later than the redemption date, and such notice shall be of no effect unless such monies are so deposited.

The Township and the Paying Agent may treat the person in whose name this Bond is registered on the bond register maintained by the Paying Agent as the absolute owner of this Bond for all purposes and neither the Township nor the Paying Agent shall be affected by any notice to the contrary. The Bonds are being issued by means of a book-entry system, with actual bond certificates evidencing ownership of the Bonds immobilized at DTC, New York, New York (the "Securities Depository"), or its successor as Securities Depository. Transfers of beneficial ownership of the Bonds shall be effected on the records of the Securities Depository and its participants pursuant to the rules and procedures established by the Securities Depository.

So long as the Bonds are issued in book-entry form, actual bond certificates are not available for distribution to the beneficial owners and the principal and interest on the Bonds are payable to Cede & Co., as nominee of the Securities Depository. Transfer of principal and interest payments to participants of the Securities Depository is the responsibility of the Securities Depository; transfers of principal and interest to beneficial owners of the Bonds by

participants of the Securities Depository will be the responsibility of such participants and other nominees of beneficial owners. The Township and the Paying Agent are not responsible or liable for maintaining, supervising or reviewing the records maintained by the Securities Depository, its participants or persons acting through such participants. If the Bonds are no longer registered to a Securities Depository or its nominee, the Bonds are transferable by the registered owners thereof, subject to payment of any required tax, fee or other governmental charge, upon presentation and surrender at the corporate trust office of the Paying Agent in, Philadelphia, Pennsylvania, together with a duly executed instrument of transfer in form satisfactory to the Paying Agent. The Paying Agent shall not be required: (i) to issue, transfer or exchange any of the Bonds during a period beginning at the close of business on the fifteenth (15<sup>th</sup>) day next preceding the day of selection of Bonds to be redeemed and ending at the close of business on the day on which such notice is given, or (ii) to transfer or exchange any Bond selected for redemption in whole or in part.

No recourse shall be had for the payment of the principal of or interest on this Bond, or for any claim based hereon, against any supervisor, officer or employee, past, present or future, of the Township or of any successor body, as such, either directly or through the Township or through any such successor body under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such supervisors, officers or employees is released as a condition of and as consideration for the execution and issuance of this Bond.

Whenever the due date for payment of interest on or principal of this Bond shall be a Saturday, Sunday, a legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in the jurisdiction in which the principal corporate trust office of the Paying Agent is located are authorized or required by law or executive order to close (a "Holiday"), then the payment of such interest or principal need not be made on such date, but may be made on the succeeding day which is not a Holiday, with the same force and effect as if made on the due date for payment of principal or interest.

It is hereby certified that the approval of the Department of Community and Economic Development of the Commonwealth of Pennsylvania for the Township to issue and deliver this Bond has been duly given pursuant to the Act; that all acts, conditions and things required by the laws of the Commonwealth of Pennsylvania to exist, to have happened or to have been performed, precedent to or in the issuance of this Bond or in the creation of the debt of which this Bond is evidence, exist, have happened and have been performed in regular and due form and manner as required by law; that this Bond, together with all other indebtedness of the Township, is within every debt and other limit prescribed by the Constitution and the statutes of the Commonwealth of Pennsylvania; that the Township has established a sinking fund for the Bonds and shall deposit therein amounts sufficient to pay the principal of and interest on the Bonds as the same shall become due and payable; and that for the prompt and full payment of all obligations of this Bond, the full faith, credit and taxing power of the Township are hereby irrevocably pledged.

This Bond shall not be entitled to any benefit under the Ordinance or be valid or become obligatory for any purpose until this Bond shall have been authenticated by the Paying Agent by execution of the certificate endorsed hereon.

IN WITNESS WHEREOF, the Township of Montgomery, Montgomery County, Pennsylvania has caused this Bond to be signed in its name and on its behalf by the signature of the Chairman of its Board of Supervisors and an impression of its corporate seal to be hereunto affixed, duly attested by the signature of the Secretary of the Township.

TOWNSHIP OF MONTGOMERY

By: \_\_\_\_\_  
Chairman, Board of Supervisors

Attest: \_\_\_\_\_  
Secretary

(SEAL)

## AUTHENTICATION CERTIFICATE

This Bond is one of the Township of Montgomery General Obligation Bonds, Series of 2016, described in the within mentioned Ordinance.

DATE OF AUTHENTICATION:

U.S. BANK NATIONAL ASSOCIATION,  
Paying Agent

By: \_\_\_\_\_  
Authorized Representative

[STATEMENT OF INSURANCE]

ASSIGNMENT AND TRANSFER

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

PLEASE INSERT SOCIAL SECURITY OR  
EMPLOYER IDENTIFICATION NUMBER OF  
ASSIGNEE

\_\_\_\_\_

\_\_\_\_\_ the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints

\_\_\_\_\_ attorney to transfer said Bond on the  
books of the within named Paying Agent, with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution, an institution which is a participant in a Securities Transfer Association recognized signature guaranteed program.

NOTICE: The signature to this Assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Signature)

[END OF BOND FORM]

**EXHIBIT B****BOND AMORTIZATION SCHEDULE****TOWNSHIP OF MONTGOMERY  
Montgomery County, Pennsylvania****2016 Maximum Parameters**

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
12/01/2016	\$100,000	5.000%	\$41,666.67	\$141,666.67	
12/31/2016					\$141,666.67
06/01/2017	25,000	5.000	247,500.00	272,500.00	
12/01/2017			246,875.00	246,875.00	
12/31/2017					519,375.00
06/01/2018	25,000	5.000	246,875.00	271,875.00	
12/01/2018			246,250.00	246,250.00	
12/31/2018					518,125.00
06/01/2019	270,000	5.000	246,250.00	516,250.00	
12/01/2019			239,500.00	239,500.00	
12/31/2019					755,750.00
06/01/2020	295,000	5.000	239,500.00	534,500.00	
12/01/2020			232,125.00	232,125.00	
12/31/2020					766,625.00
06/01/2021	305,000	5.000	232,125.00	537,125.00	
12/01/2021			224,500.00	224,500.00	
12/31/2021					761,625.00
06/01/2022	315,000	5.000	224,500.00	539,500.00	
12/01/2022			216,625.00	216,625.00	
12/31/2022					756,125.00
06/01/2023	320,000	5.000	216,625.00	536,625.00	
12/01/2023			208,625.00	208,625.00	
12/31/2023					745,250.00
06/01/2024	330,000	5.000	208,625.00	538,625.00	
12/01/2024			200,375.00	200,375.00	
12/31/2024					739,000.00
06/01/2025	335,000	5.000	200,375.00	535,375.00	
12/01/2025			192,000.00	192,000.00	
12/31/2025					727,375.00
06/01/2026	340,000	5.000	192,000.00	532,000.00	
12/01/2026			183,500.00	183,500.00	
12/31/2026					715,500.00
06/01/2027	345,000	5.000	183,500.00	528,500.00	
12/01/2027			174,875.00	174,875.00	
12/31/2027					703,375.00

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
06/01/2028	\$355,000	5.000%	\$174,875.00	\$529,875.00	\$695,875.00
12/01/2028			166,000.00	166,000.00	
12/31/2028					
06/01/2029	365,000	5.000	166,000.00	531,000.00	
12/01/2029			156,875.00	156,875.00	
12/31/2029					
06/01/2030	375,000	5.000	156,875.00	531,875.00	687,875.00
12/01/2030			147,500.00	147,500.00	
12/31/2030					
06/01/2031	380,000	5.000	147,500.00	527,500.00	679,375.00
12/01/2031			138,000.00	138,000.00	
12/31/2031					
06/01/2032	385,000	5.000	138,000.00	523,000.00	665,500.00
12/01/2032			128,375.00	128,375.00	
12/31/2032					
06/01/2033	405,000	5.000	128,375.00	533,375.00	651,625.00
12/01/2033			118,250.00	118,250.00	
12/31/2033					
06/01/2034	410,000	5.000	118,250.00	528,250.00	636,250.00
12/01/2034			108,000.00	108,000.00	
12/31/2034					
06/01/2035	425,000	5.000	108,000.00	533,000.00	630,375.00
12/01/2035			97,375.00	97,375.00	
12/31/2035					
06/01/2036	435,000	5.000	97,375.00	532,375.00	618,875.00
12/01/2036			86,500.00	86,500.00	
12/31/2036					
06/01/2037	455,000	5.000	86,500.00	541,500.00	616,625.00
12/01/2037			75,125.00	75,125.00	
12/31/2037					
06/01/2038	465,000	5.000	75,125.00	540,125.00	603,625.00
12/01/2038			63,500.00	63,500.00	
12/31/2038					
06/01/2039	480,000	5.000	63,500.00	543,500.00	595,000.00
12/01/2039			51,500.00	51,500.00	
12/31/2039					
06/01/2040	490,000	5.000	51,500.00	541,500.00	580,750.00
12/01/2040			39,250.00	39,250.00	
12/31/2040					
06/01/2041	505,000	5.000	39,250.00	544,250.00	570,875.00
12/01/2041			26,625.00	26,625.00	
12/31/2041					
06/01/2042	525,000	5.000	26,625.00	551,625.00	565,125.00
12/01/2042			13,500.00	13,500.00	
12/31/2042					
06/01/2043	540,000	5.000	13,500.00	553,500.00	553,500.00
12/31/2043					
Totals	\$10,000,00		\$7,852,416.67	\$17,852,416.67	\$17,852,416.67

**EXHIBIT C**

**SCHEDULE OF ESTIMATED DEBT SERVICE SAVINGS RELATED TO THE  
REFUNDING OF THE 2013 BONDS IN ACCORDANCE WITH SECTION 8242(b) OF THE ACT**

Date	Prior Debt Service	Refunding Debt Service	Savings	Present Value to 11/01/2016 @ 2.3925836%
12/31/2016	\$136,671.88		\$136,671.88	\$136,401.27
12/31/2017	477,318.76	\$249,613.54	227,705.22	224,329.56
12/31/2018	479,981.26	230,412.50	249,568.76	240,127.55
12/31/2019	477,093.76	378,162.50	98,931.26	92,815.58
12/31/2020	478,368.76	480,712.50	(2,343.74)	(2,400.36)
12/31/2021	479,018.76	475,212.50	3,806.26	3,138.04
12/31/2022	479,568.76	482,812.50	(3,243.74)	(3,107.47)
12/31/2023	479,903.76	477,912.50	1,991.26	1,437.94
12/31/2024	479,903.76	482,212.50	(2,308.74)	(2,189.33)
12/31/2025	479,618.76	476,412.50	3,206.26	2,356.83
12/31/2026	479,009.38	480,512.50	(1,503.12)	(1,448.94)
12/31/2027	477,350.00	474,512.50	2,837.50	1,966.70
12/31/2028	479,700.00	483,362.50	(3,662.50)	(3,007.56)
12/31/2029	480,400.00	476,865.63	3,534.37	2,416.53
12/31/2030	479,400.00	480,065.63	(665.63)	(662.39)
12/31/2031	478,000.00	478,106.25	(106.25)	(232.22)
12/31/2032	476,200.00	479,500.00	(3,300.00)	(2,424.05)
12/31/2033	478,900.00	479,150.00	(250.00)	(302.79)
12/31/2034	476,100.00	473,575.00	2,525.00	1,540.06
12/31/2035	477,800.00	477,700.00	100.00	(45.33)
12/31/2036	478,900.00	481,375.00	(2,475.00)	(1,650.64)
12/31/2037	479,400.00	479,675.00	(275.00)	(252.78)
12/31/2038	479,300.00	477,675.00	1,625.00	901.81
12/31/2039	478,600.00	480,300.00	(1,700.00)	(1,050.87)
12/31/2040	477,300.00	477,550.00	(250.00)	(186.19)
12/31/2041	475,400.00	474,500.00	900.00	472.24
12/31/2042	477,800.00	476,075.00	1,725.00	924.08
12/31/2043	479,400.00	482,125.00	(2,725.00)	(1,448.04)
	\$13,056,407.60	\$12,346,088.55	\$710,319.05	\$688,419.23

**CERTIFICATE OF SECRETARY**

The undersigned, Secretary of the Township of Montgomery HEREBY CERTIFIES that:

The foregoing Ordinance authorizing the issuance of General Obligation Bonds, Series of 2016 of the Township was duly moved and seconded and enacted by a majority vote of all the Board of Supervisors of said Township at a duly called and convened meeting of said Board of Supervisors held on September 12, 2016; that public notice of said meeting was given as required by law; and that the roll of the Board of Supervisors was called and such members voted or were absent as follows:

<b><u>Name</u></b>	<b><u>Vote</u></b>
Candyce Fluehr Chimera, Vice Chairman	_____
Robert J. Birch	_____
Michael J. Fox	_____
Jeffrey W. McDonnell	_____

and that such Ordinance and the votes thereon have been duly recorded in the minutes.

WITNESS my hand and seal of the Township this 12<sup>th</sup> day of September, 2016.

\_\_\_\_\_  
Lawrence J. Gregan, Township Manager/ Secretary

(TOWNSHIP SEAL)

BOND PURCHASE AGREEMENT

for

MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA  
\$10,000,000 Maximum Aggregate Principal Amount  
General Obligation Bonds

September 12, 2016

RBC Capital Markets, LLC

## BOND PURCHASE AGREEMENT

### MONTGOMERY TOWNSHIP MONTGOMERY COUNTY, PENNSYLVANIA General Obligation Bonds

September 12, 2016

Board of Supervisors  
Montgomery Township  
1001 Stump Road  
Montgomeryville, PA 18936-9605

Ladies and Gentlemen:

The undersigned, RBC Capital Markets, LLC (the "Underwriter"), acting on its own behalf, offers to enter into the following agreement (the "Agreement") with Montgomery Township, Montgomery County, Pennsylvania (the "Issuer" or the "Township") which, upon the Issuer's written acceptance of this offer, will be binding upon the Issuer and upon the Underwriter. Terms not otherwise defined in this Agreement shall have the same meanings set forth in the Bond Ordinance (as defined herein) or in the Official Statement (as defined herein).

1. *Purchase and Sale of the Bonds.* Conditioned upon market availability, usual and customary Underwriter review and approvals, customary Bond documentation and opinions and the absence of either party terminating this Agreement pursuant to Section 7 herein, and in reliance upon the representations, warranties and agreements set forth herein, the Underwriter hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Underwriter, all of the Issuer's General Obligation Bonds, (the "Bonds"), authorized for issuance in one or more series under an Ordinance enacted by the Issuer on this date (the "Bond Ordinance") and more fully described herein. Inasmuch as this purchase and sale represents a negotiated transaction, the Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and the Underwriter in which the Underwriter is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) the Underwriter has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriter has provided other services or is currently providing other services to the Issuer on other matters); (iii) the Underwriter is acting solely in its capacity as underwriter for its own accounts, (iv) the only obligations the Underwriter has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (v) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate. The Underwriter has been duly authorized to execute this agreement and to act hereunder.

The maximum aggregate principal amount of the Bonds to be issued, the maximum annual principal maturity or mandatory redemption amounts, and the maximum yields to maturity per annum, are set forth in Schedule I attached hereto. The Bonds are described in, and shall be issued and secured under and pursuant to, the terms and conditions of the Bond Ordinance. US Bank, National Association, Philadelphia, Pennsylvania (the "Paying Agent") shall serve as paying agent, sinking fund depository and registrar for the Bonds.

The purchase price for any series of Bond Purchased hereunder, including underwriting discount and net original issue discount or original issue premium, shall be negotiated and set forth in a written addendum to this Agreement executed by both parties at least 15 days prior to date of the Closing (as hereinafter defined), and shall

not be less than 90.0% nor more than 120.0% of the aggregate principal amount of Bonds to be issued and delivered by the Issuer (including underwriting discount and original issue discount or premium), plus interest accrued, if any, on the Bonds from the dated date of the Bonds to the date of such Closing. The initial offering prices and yields, optional and mandatory redemption provisions, sources and uses of funds and any other appropriate terms and conditions applicable to the Bonds, not inconsistent with the Bond Ordinance authorized thereunder, also shall be set forth in an addendum to this Agreement and shall in all respects shall be acceptable to the Issuer in its sole discretion. The Bonds may, however, be issued and delivered by the Issuer from time to time, on such dates and in such aggregate principal amounts as may be authorized by the Issuer and acceptable to the Underwriter, and the Underwriter shall, at the time of issuance and delivery of such Bonds, pay the appropriate purchase price set forth above, plus accrued interest, if any, from the dated date of such Bonds to the date of delivery of such Bonds.

2. *Public Offering.* The Underwriter agrees to make a bona fide public offering of all of the Bonds at prices not to exceed the public offering price(s) described above, which will be set forth on the cover of an Official Statement to be prepared by or on behalf of the Issuer (the "Official Statement") in connection with the marketing and issuance of the Bonds. The Underwriter may subsequently change such offering price(s) without any requirement of prior notice. The Underwriter may offer and sell Bonds to certain dealers (including dealers depositing Bonds into investment trusts) and others at prices lower than the public offering price stated on the cover of the Official Statement.

3. *The Preliminary Official Statement and the Official Statement.*

(a) Upon request of the Underwriter, following notification by the Issuer that it intends to issue Bonds under the Bond Ordinance, a Preliminary Official Statement shall be prepared for use by the Underwriter in connection with any public offering, sale or distribution of the Bonds. The Preliminary Official Statement shall be deemed final by the Issuer as of its date, except for the omission of such information which is dependent upon the final pricing of the Bonds for completion, all as permitted to be excluded by Section (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"). The Issuer hereby agrees to consent to the use by the Underwriter of the Preliminary Official Statement in connection with a public offering of the Bonds.

(b) Not later than seven (7) business days after the Issuer and the Underwriter execute the addendum to this Agreement establishing the final terms applicable to the Bonds, and in sufficient time to accompany any confirmation that requests payment from any customer, the Issuer shall provide, or cause to be provided, to the Underwriter, an Official Statement satisfying the requirements of the Rule. The Official Statement shall be complete as of the date of its delivery to the Underwriter and shall be made available in such quantity as the Underwriter shall reasonably request in order for the Underwriter to comply with Section (b)(4) of the Rule and the rules of the Municipal Securities Rulemaking Board (MSRB). The Issuer agrees to authorize the Official Statement and the information therein contained to be used by the Underwriter in connection with the public offering and the sale of the Bonds.

(c) If, after the date of the Official Statement to and including the date the Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule (the earlier of (i) 90 days from the "end of the underwriting period" (as defined in the Rule) and (ii) the time when the Official Statement is available to the Municipal Securities Rulemaking Board, but in no case less than 25 days after the "end of the underwriting period" for the Bonds), the Issuer becomes aware of any fact or event which might or would cause the Official Statement, as then supplemented or amended, to contain any untrue statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading, or if it is necessary to amend or supplement the Official Statement to comply with law, the Issuer will notify the Underwriter (and for the purposes of this clause provide the Underwriter with such information as it may from time to time reasonably request), and if, in the opinion of the Underwriter, such fact or event requires preparation and publication of a supplement or amendment to the Official Statement, the Issuer will forthwith prepare and

furnish, or cause to be prepared and furnished, at the Issuer's own expense (in a form and manner approved by the Underwriter), a reasonable number of copies of either amendments or supplements to the Official Statement so that the statements in the Official Statement as so amended and supplemented will not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading or so that the Official Statement will comply with law. If such notification shall be subsequent to the Closing, the Issuer shall furnish such legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary to evidence the truth and accuracy of such supplement or amendment to the Official Statement.

(d) The Underwriter hereby agrees to timely file the Official Statement with the MSRB. Unless otherwise notified in writing by the Underwriter, the Issuer can assume that the "end of the underwriting period" for purposes of the Rule is the date of the Closing.

4. *Representations , Warranties , and Covenants of the Issuer.* The Issuer hereby represents and warrants to and covenants with the Underwriter that:

(a) the Issuer is a political subdivision of the Commonwealth of Pennsylvania (the "Commonwealth" or "State") duly created, organized and existing under the laws of the Commonwealth, and has full legal right, power and authority under the Local Government Unit Debt Act, 53 Pa. C.S. Chs. 80-82, (the "Act") and at the date of the Closing will have full legal right, power and authority under the Act and the Ordinance (i) to enter into, execute and deliver this Agreement, the Ordinance and the Continuing Disclosure Undertaking (the "Undertaking") as defined in Section 6(h)(3) hereof and all documents required hereunder and thereunder to be executed and delivered by the Issuer (this Agreement, the Ordinance, the Undertaking and the other documents referred to in this clause (i) are hereinafter referred to as the "Issuer Documents"), (ii) to sell, issue and deliver the Bonds to the Underwriter as provided herein, and (iii) to carry out and consummate the transactions contemplated by the Issuer Documents and the Official Statement, and the Issuer has complied, and will at the Closing be in compliance in all respects, with the terms of the Act and the Issuer Documents as they pertain to such transactions;

(b) By all necessary official action of the Issuer prior to or concurrently with the acceptance hereof, or such later date satisfactory to the Underwriter, the Issuer has duly authorized all necessary action to be taken by it for (i) the adoption of the Bond Ordinance and the issuance and sale of the Bonds, (ii) the approval, execution and delivery of, and the performance by the Issuer of the obligations on its part, contained in the Bonds and the Issuer Documents and (iii) the consummation by it of all other transactions contemplated by the Official Statement, the Issuer Documents and any and all such other agreements and documents as may be required to be executed, delivered and/or received by the Issuer in order to carry out, give effect to, and consummate the transactions contemplated herein, in the Bond Ordinance and in the Official Statement;

(c) The Issuer Documents constitute or will constitute legal, valid and binding obligations of the Issuer enforceable in accordance with their respective terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; the Bonds, when issued, delivered and paid for in accordance with the Bond Ordinance and this Agreement, will constitute legal, valid and binding obligations of the Issuer entitled to the benefits of the Bond Ordinance and enforceable in accordance with their terms, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws and principles of equity relating to or affecting the enforcement of creditors' rights; and upon the issuance, authentication and delivery of the Bonds as aforesaid, the Bond Ordinance will provide, for the benefit of the holders, from time to time, of the Bonds, the legally valid and binding pledge it purports to create as set forth in the Bond Ordinance;

(d) To the best of its knowledge, the Issuer is not in breach of or default in any material respect under any applicable constitutional provision, law or administrative regulation of the Commonwealth or the

United States, any applicable judgment or decree, or any loan agreement, indenture, bond, note, ordinance, resolution, agreement or other instrument to which the Issuer is a party relating to the transaction contemplated by this Agreement or to which the Issuer is or any of its property or assets are otherwise subject, and no event has occurred and is continuing which constitutes or with the passage of time or the giving of notice, or both, would constitute a default or event of default by the Issuer under any of the foregoing; and the execution and delivery of the Bonds and the Issuer Documents and the enactment of the Bond Ordinance and compliance with the provisions on the Issuer's part contained therein, will not conflict with or constitute a breach of or default under any constitutional provision, administrative regulation, judgment, decree, loan agreement, indenture, bond, Bonds, Ordinance, agreement or other instrument to which the Issuer is a party or to which the Issuer is or any of its property or assets is otherwise subject, nor will any such execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Issuer to be pledged to secure the Bonds or under the terms of any such law, regulation or instrument, except as provided in the Bonds and the Bond Ordinance;

(e) All authorizations and approvals of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization of, which would constitute a condition precedent to, or the absence of which would materially adversely affect the due performance by the Issuer of its obligations under the Issuer Documents and the Bonds have been or will be duly obtained;

(f) The Bonds shall conform to the descriptions thereof to be set forth in the Official Statement under the caption "Description of the Bonds"; the description of the Bond Ordinance to be contained in the Official Statement under the caption "Introduction" shall conform to the Bond Ordinance; the proceeds of the sale of the Bonds will be applied generally as described in the addendum to this Agreement and in the Official Statement under the caption "Purpose of the Issue"; and, if applicable, the Undertaking shall conform to the description thereof to be contained in the Official Statement under the caption "Continuing Disclosure Undertaking;"

(g) There is no legislation, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, government agency, public board or body, pending or, to the best knowledge of the Issuer, threatened against the Issuer, (1) affecting the existence of the Issuer or the titles of its officers to their respective offices, (2) affecting or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Bonds, or the collection of taxes pledged to the payment of principal of and interest on the Bonds, pursuant to the Bond Ordinance, (3) in any way contesting or affecting the validity or enforceability of the Bonds or the Issuer Documents, (4) contesting the exclusion from gross income of interest on the Bonds for federal income tax purposes under existing laws, as currently enacted and construed, or the exclusion from gross income of interest on the Bonds from Pennsylvania personal income tax and Pennsylvania personal property taxes under the laws of the Commonwealth, as currently enacted and construed, (5) contesting in any way the timing or accuracy of the Preliminary Official Statement or the Official Statement or any supplement or amendment thereto, or (6) contesting the powers of the Issuer or any authority for the issuance of the Bonds, the adoption of the Bond Ordinance or the execution and delivery of the Issuer Documents, nor, to the best knowledge of the Issuer, if any such action does exist or is threatened, is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Bonds or the Issuer Documents;

(h) As of its date, the Preliminary Official Statement shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(i) From its date (unless the Official Statement is amended or supplemented pursuant to paragraph (c) of Section 3 of this Agreement), up to and including the date of Closing, the Official Statement shall

not contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading;

(j) The Issuer will apply, or cause to be applied, the proceeds from the sale of the Bonds as provided in and subject to all of the terms and provisions of the Bond Ordinance and not to take or omit to take any action which action or omission will adversely affect the exclusion from gross income for federal income tax purposes or Pennsylvania income tax purposes of the interest on the Bonds;

(k) The financial statements of, and other financial information regarding the Issuer, in the Official Statement shall fairly present the financial position and results of the Issuer as of the dates and for the periods therein set forth. Prior to the Closing, there will be no adverse change of a material nature in such financial position, results of operations or condition, financial or otherwise, of the Issuer. The Issuer is not a party to any litigation or other proceeding pending or, to its knowledge, threatened which, if decided adversely to the Issuer, would have a materially adverse effect on the financial condition of the Issuer;

(l) Prior to the Closing the Issuer will not offer or issue any Bonds, bonds or other obligations for borrowed money payable from or secured by any of the revenues or assets which will secure the Bonds without prior notice to the Underwriter; and

(m) Any certificate signed by any official of the Issuer duly authorized to do so in connection with the transactions contemplated by this Agreement shall be deemed a representation and warranty by the Issuer to the Underwriter as to the statements made therein;

#### 5. *Closing.*

(a) At such time and date as shall have been mutually agreed upon by the Issuer and the Underwriter (the "*Closing*"), the Issuer will, subject to the terms and conditions hereof, deliver the Bonds to the Underwriter via the book-entry only system of The Depository Trust Company, together with the other documents hereinafter mentioned, and the Underwriter will, subject to the terms and conditions hereof, accept such delivery and pay the purchase price of the Bonds as set forth in Section 1 of this Agreement by a wire transfer payable in immediately available funds to the order of the Issuer. Payment for the Bonds as aforesaid shall be made at the offices of the Paying Agent, or such other place as shall have been mutually agreed upon by the Issuer and the Underwriter. If the Bonds are issued and delivered to the Underwriter from time to time as permitted under Section 1 hereof, the mutual delivery of Bonds and the other documents, certificates and opinions required by this Agreement to be made on the related Closing Date is herein referred to as a "*Closing*."

(b) The Bonds shall be delivered to the Paying Agent in definitive fully registered form, bearing CUSIP numbers without coupons, with one Bonds for each maturity of the Bonds, registered in the name of Cede & Co., all as provided in the Bond Ordinance. Upon request, copies of the executed Bonds shall be made available to the Underwriter at least one business day before the Closing for purposes of inspection.

6. *Closing Conditions.* The Underwriter has entered into this Agreement in reliance upon the representations, warranties and agreements of the Issuer contained herein, and in reliance upon the representations, warranties and agreements to be contained in the documents and instruments to be delivered at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Underwriter's obligation under this Agreement to purchase, to accept delivery of and to pay for the Bonds shall be conditioned upon the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be

subject to the following additional conditions, including the delivery by the Issuer of such documents as are enumerated herein, in form and substance reasonably satisfactory to the Underwriter:

- (a) The representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;
- (b) The Issuer shall have performed and complied with all agreements and conditions required by this Agreement to be performed or complied with by it prior to or at the Closing;
- (c) At the time of the Closing, (i) the Issuer Documents and the Bonds shall be in full force and effect in the form heretofore approved by the Underwriter and shall not have been amended, modified or supplemented, and the Official Statement shall not have been supplemented or amended, except in any such case as may have been agreed to by the Underwriter; and (ii) all actions of the Issuer required to be taken by the Issuer shall be performed in order for Bond Counsel to deliver its opinion referred to hereafter;
- (d) At or prior to the Closing, the Bond Ordinance shall have been duly enacted by the Issuer and in full force and effect, and the Issuer shall have duly executed and delivered the Bonds to the Paying Agent for the Paying Agent's authentication of the Bonds;
- (e) At the time of the Closing, there shall not have occurred any change or any development involving a prospective change in the condition, financial or otherwise, or in the revenues or operations of the Issuer, from that set forth in the Official Statement that in the judgment of the Underwriter, is material and adverse and that makes it, in the judgment of the Underwriter, impracticable to market the Bonds on the terms and in the manner contemplated in the Official Statement;
- (f) The Issuer shall not have failed to pay principal or interest when due on any of its outstanding obligations for borrowed money;
- (g) All steps to be taken and all instruments and other documents to be executed, and all other legal matters in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in legal form and effect to the Underwriter; and
- (h) At or prior to the Closing, the Underwriter shall have received copies of each of the following documents:
  - (1) The Official Statement, and each supplement or amendment thereto, if any, executed on behalf of the Issuer by an officer of the Issuer, or such other official as may have been agreed to by the Underwriter, and the reports and audits referred to or appearing in the Official Statement;
  - (2) The Bond Ordinance, with such supplements or amendments as may have been agreed to by the Underwriter;
  - (3) This Agreement, together with all addendums pertaining to the final terms of the Bonds, duly executed by the Issuer;
  - (4) The Undertaking of the Issuer which satisfies the requirements of section (b)(5)(i) of the Rule;
  - (5) The approving opinion of Bond Counsel with respect to the Bonds;

(6) A certificate, dated the date of Closing, of the Issuer to the effect that (i) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of Closing as if made on the date of Closing; (ii) no litigation or proceeding against it is pending or, to its knowledge, threatened in any court or administrative body nor is there a basis for litigation which would (a) contest the right of the members or officials of the Issuer to hold and exercise their respective positions, (b) contest the due organization and valid existence of the Issuer, (c) contest the validity, due authorization and execution of the Bonds or the Issuer Documents or (d) attempt to limit, enjoin or otherwise restrict or prevent the Issuer from functioning and collecting revenues, and other income, or the levy or collection of taxes to pay the principal of and interest on the Bonds, or the pledge of the full faith, credit and taxing power of the Issuer for payment of the Bonds; (iii) the Bond Ordinance of the Issuer authorizing the execution, delivery and/or performance of the Official Statement, the Bonds and Issuer Documents was duly enacted by the Issuer, are in full force and effect and has not been modified, amended or repealed, and (iv) to the best of its knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which it is necessary to disclose therein in order to make the statements and information therein, in light of the circumstances under which made, not misleading in any respect as of the time of Closing, and the information contained in the Official Statement (as the same may have been amended or supplemented in accordance with Section 3(c) hereof, if applicable) is correct in all material respects and, as of the date of the Official Statement did not, and as of the date of the Closing does not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(7) If applicable, a certificate of the Issuer in form and substance satisfactory to Bond Counsel (a) setting forth the facts, estimates and circumstances in existence on the date of the Closing which establish that it is not expected that the proceeds of the Bonds will be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"), and any applicable regulations (whether final, temporary or proposed), issued pursuant to the Code, and (b) certifying that to the best of the knowledge and belief of the Issuer there are no other facts, estimates or circumstances that would materially change the conclusions, representations and expectations contained in such certificate; and

(8) Any other certificates and opinions required by the Bond Ordinance for the issuance thereunder of the Bonds.

If the Issuer shall be unable to satisfy the conditions to the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds contained in this Agreement, or if the obligations of the Underwriter to purchase, to accept delivery of and to pay for the Bonds shall be terminated for any reason permitted by this Agreement, this Agreement shall terminate and neither the Underwriter nor the Issuer shall be under any further obligation hereunder.

7. *Termination.* Either party shall have the right to terminate this Agreement and their obligations hereunder if, between the date of this Agreement and the Closing, the market price or marketability of the Bonds shall, in the sole judgement of the terminating party, be materially adversely affected by the occurrence of any of the following:

(a) Legislation shall be enacted by or introduced in the Congress of the United States or recommended to the Congress for passage by the President of the United States, or the Treasury Department of the United States or the Internal Revenue Service or any member of the Congress or favorably reported for passage to either House of the Congress by any committee of such House to which

such legislation has been referred for consideration, a decision by a court of the United States or of the Commonwealth or the United States Tax Court shall be rendered, or an order, ruling, regulation (final, temporary or proposed), press release, statement or other form of notice by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency shall be made or proposed, the effect of any or all of which would be to impose, directly or indirectly, federal income taxation upon interest received on obligations of the general character of the applicable Bonds as described in the Official Statement, or other action or events shall have transpired which may have the purpose or effect, directly or indirectly, of changing the federal income tax consequences of any of the transactions contemplated herein;

(b) Legislation shall be introduced in or enacted (or Ordinance passed) by the Congress or an order, decree, or injunction issued by any court of competent jurisdiction, or an order, ruling, regulation (final, temporary, or proposed), press release or other form of notice shall be issued or made by or on behalf of the Securities and Exchange Commission, or any other governmental agency having jurisdiction of the subject matter, to the effect that obligations of the general character of the Bonds, including any or all underlying arrangements, are not exempt from registration under or other requirements of the Securities Act of 1933, or that the Bond Ordinance is not exempt from qualification under or other requirements of the Trust Indenture Act, or that the issuance, offering, or sale of obligations of the general character of the Bonds, including any or all underlying arrangements, as contemplated hereby or by the Official Statement or otherwise, is or would be in violation of the federal securities law as amended and then in effect;

(c) A general suspension of trading in securities on the New York Stock Exchange or the American Stock Exchange, the establishment of minimum prices on either such exchange, the establishment of material restrictions (not in force as of the date hereof) upon trading securities generally by any governmental authority or any national securities exchange, a general banking moratorium declared by federal, State of New York or Pennsylvania state officials authorized to do so;

(d) The New York Stock Exchange or other national securities exchange or any governmental authority, shall impose, as to the Bonds or as to obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriter;

(e) Any amendment to the federal Constitution or Constitution of the Commonwealth or action by any federal or Commonwealth court, legislative body, regulatory body, or other authority materially adversely affecting the tax status of the Issuer, its property, the Bonds (or interest thereon), to the extent applicable, or the validity or enforceability of the Bond Ordinance or the levy of taxes to pay principal of and interest on the Bonds;

(f) Any event occurring or information becoming known which, in the judgment of the Underwriter, makes untrue in any material respect any statement or information contained in the Official Statement, or has the effect that the Official Statement contains any untrue statement of material fact or omits to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading;

(g) There shall have occurred since the date of this Agreement any materially adverse change in the affairs or financial condition of the Issuer, except for changes which the Official Statement discloses are expected to occur;

(h) Prior to the date of Closing, the United States shall have become engaged in new hostilities which have resulted in a declaration of war or a national emergency or there shall have occurred any other outbreak or escalation of hostilities or a national or international calamity or crisis, financial or otherwise,

which in the judgement of the Underwriter would have a material adverse affect upon the Underwriter's ability to market the Bonds;

(i) Any fact or event shall exist or have existed that, in the Underwriter's judgment, requires or has required an amendment of or supplement to the Official Statement;

(j) There shall have occurred or any notice shall have been given of any intended review, downgrading, suspension, withdrawal, or negative change in credit watch status by any national rating service of the Issuer's underlying credit rating or any rating of the Bond Insurer if insured;

(k) The purchase of and payment for the Bonds by the Underwriter, or the resale of the Bonds by the Underwriter, on the terms and conditions herein provided shall be prohibited by any applicable law, governmental authority, board, agency or commission; or

(l) Legislation shall be proposed for enactment or be enacted which materially and adversely affects the taxing power of the Issuer or the ability of the Issuer to pledge its full faith, credit and taxing power for the Bonds.

Notwithstanding the foregoing, the Township shall have the right and privilege to terminate its obligation to sell, issue and deliver the Bonds to the Underwriter pursuant to this Agreement for any reason, with or without cause at any time after a period of six (6) months following the initial date of this Agreement and the Bond Ordinance, but not after the date of the execution of any addendum by the Township *pro tanto* (to the extent of the principal authorized in any addendum), upon payment of reasonable out-of-pocket expenses to the Underwriter. Written notice of the Township's election to terminate this Agreement shall be given to the Underwriter promptly, and thereafter the Township will have no further obligation under this Agreement.

#### 8. *Expenses.*

(a) The Underwriter shall be under no obligation to pay, and the Issuer shall pay all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to (i) the cost of preparation and printing of the Bonds, Preliminary Official Statement, Official Statement and any amendment or supplement thereto, (ii) the fees and disbursements of Bond Counsel, Issuer Counsel, Disclosure Counsel and Special Tax Counsel, if any; (iii) the fees and disbursements of the Financial Advisor to the Issuer; (iv) the fees and disbursements of any Trustee, Paying Agent or engineers, accountants, and other experts, consultants or advisers retained by the Issuer, if any; and (v) all fees and expenses in connection with obtaining Bond ratings. The Issuer shall also pay for any expenses (included in the expense component of the Underwriter's discount) incurred by the Underwriter which are incidental to implementing this Bond Purchase Agreement and the issuance of the Bonds, including, but not limited to, meals, transportation and lodging, if any, and any other miscellaneous closing costs.

(b) The Issuer acknowledges that it has had an opportunity, in consultation with such advisors as it may deem appropriate, if any, to evaluate and consider the fees and expenses being incurred as part of the issuance of the Bonds.

9. *Parties in Interest.* This Agreement as heretofore specified shall constitute the entire agreement between us and is made solely for the benefit of the Issuer and the Underwriter (including successors or assigns of the Underwriter). Notwithstanding the foregoing, the Issuer shall have the right, which right is hereby specifically acknowledged by the Underwriter, to direct the Underwriter to assign this Agreement and the Underwriter's interests in this Agreement to such party as the Issuer may direct in writing to the Underwriter. Upon such assignment the Underwriter shall be relieved of any obligations under this Agreement. The Issuer shall be responsible for the reasonable out of pocket expenses of the Underwriter in the event of any directed assignment to another party. This Agreement may be assigned by the Underwriter with the Issuer's prior written consent. All of

the Issuer's representations, warranties and agreements contained in this Agreement shall remain operative and in full force and effect, regardless of (i) any investigations made by or on behalf of the Underwriter; (ii) delivery of and payment for the Bonds pursuant to this Agreement; and (iii) any termination of this Agreement.

10. *Effectiveness.* This Agreement shall become effective upon the acceptance hereof by the Issuer and shall be valid and enforceable at the time of such acceptance.

11. *Choice of Law.* This Agreement shall be governed by and construed in accordance with the law of the Commonwealth of Pennsylvania.

12. *Severability.* If any provision of this Agreement shall be held or deemed to be or shall, in fact, be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions, or in all jurisdictions because it conflicts with any provisions of any Constitution, statute, rule of public policy, or any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions of this Agreement invalid, inoperative or unenforceable to any extent whatever.

13. *Business Day.* For purposes of this Agreement, "business day" means any day on which the New York Stock Exchange is open for trading.

14. *Section Headings.* Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provisions of this Agreement.

15. *Counterparts.* This Agreement may be executed in several counterparts each of which shall be regarded as an original (with the same effect as if the signatures thereto and hereto were upon the same document) and all of which shall constitute one and the same document.

If you agree with the foregoing, please sign the enclosed counterpart of this Agreement and return it to the Underwriter. This Agreement shall become a binding agreement between you and the Underwriter when at least the counterpart of this letter shall have been signed by or on behalf of each of the parties hereto.

Respectfully submitted,

RBC CAPITAL MARKETS, LLC

By: \_\_\_\_\_

Name: Brian Bradley

Title: Director

Date: September 12, 2016

**ACCEPTANCE**

ACCEPTED at [\_\_\_\_\_] [a.m./p.m.] Eastern Time this 12<sup>th</sup> day of September 2016.

MONTGOMERY TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## SCHEDULE I

MONTGOMERY TOWNSHIP  
MONTGOMERY COUNTY, PENNSYLVANIA  
\$10,000,000 Maximum Aggregate Principal Amount  
General Obligation Bonds

### Summary

Maximum Aggregate Principal Amount:  
Principal Maturity (or Mandatory Redemption):

\$10,000,000  
June 1

Date	Proposed Maximums	Maximum Yields
12/01/2016	100,000.00	5.00%
06/01/2017	25,000.00	5.00%
06/01/2018	25,000.00	5.00%
06/01/2019	270,000.00	5.00%
06/01/2020	295,000.00	5.00%
06/01/2021	305,000.00	5.00%
06/01/2022	315,000.00	5.00%
06/01/2023	320,000.00	5.00%
06/01/2024	330,000.00	5.00%
06/01/2025	335,000.00	5.00%
06/01/2026	340,000.00	5.00%
06/01/2027	345,000.00	5.00%
06/01/2028	355,000.00	5.00%
06/01/2029	365,000.00	5.00%
06/01/2030	375,000.00	5.00%
06/01/2031	380,000.00	5.00%
06/01/2032	385,000.00	5.00%
06/01/2033	405,000.00	5.00%
06/01/2034	410,000.00	5.00%
06/01/2035	425,000.00	5.00%
06/01/2036	435,000.00	5.00%
06/01/2037	455,000.00	5.00%
06/01/2038	465,000.00	5.00%
06/01/2039	480,000.00	5.00%
06/01/2040	490,000.00	5.00%
06/01/2041	505,000.00	5.00%
06/01/2042	525,000.00	5.00%
06/01/2043	540,000.00	5.00%
<b>Total</b>	<b>10,000,000.00</b>	

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Approval of 2016/2017 DUI Enforcement Program Grant Application

MEETING DATE: September 12, 2016 ITEM NUMBER: #8

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: J. Scott Bendig  
Chief of Police

BOARD LIAISON: Candyce Fluehr Chimera  
Vice-Chairman, Board of Supervisors

---

BACKGROUND:

The attached Grant application to the Pennsylvania Department of Transportation has been prepared by Highway Safety Officer David Dunlap on behalf of the Montgomery Township Regional DUI Enforcement Team. The Team was established in 1993 to combat the serious problem of drivers operating vehicles while impaired due to alcohol or drugs and removing those drivers from the highways.

Montgomery Township serves as the administrator for this multi-jurisdictional program involving Police Departments from Montgomery and Bucks Counties. The grant funds are used to support sobriety checkpoint operations and roving DUI patrols.

The Task Force has received grants to support the DUI enforcement program for the past several years. The grant amount requested is \$50,000.00 and will provide funding for the purchase of equipment and payment of overtime for enforcement activities.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the request to submit the 2016/2017 DUI Grant application.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the submission of the 2016/2017 DUI Grant on behalf of the Montgomery Township Regional DUI Enforcement Team in the amount of \$\$50,000.00.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**2016-2017 IMPAIRED DRIVING PROGRAM**

**APPLICANT : MONTGOMERY TOWNSHIP,  
IDP-2017-MONTGOMERY TOWNSHIP-00043**

**FUNDED BY : PENNSYLVANIA DEPARTMENT  
OF TRANSPORTATION**

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You are here: > Application Budget

### **BUDGET SUMMARY**

<b>Budget</b>	<b>BHSTE Share</b>
1. Salaries and Wages	\$6,080.00
2. Employee Benefits	\$0
3. Travel	\$500.00
4. Contractual Services	\$0
5. Equipment	\$1,170.00
6. Good and Services	\$250.00
7. Overtime Enforcement	\$42,000.00
8. Indirect Cost	\$0
<b>Total Project Cost</b>	<b>\$50,000.00</b>

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## **COVER PAGE**

Applicant Agency      MONTGOMERY TOWNSHIP (46211)

Project Title       ★

Sponsoring Grant Agency (if applicable)

Person who prepared this application

David Dunlap	▼
David Dunlap	▼

 ★

SAP Billing Code       (xxx) ★

Please describe the project or task force in general and the success or results or previous grants. Provide information on the population and demographics or the area involved in the project, etc.

The Montgomery Township Regional DUI Enforcement Team was established in 1993, to combat the serious problem of impaired driving and removing those drivers impaired by alcohol or drugs from the highways.

A multi-jurisdictional enforcement team consisting of police departments from Montgomery and Bucks Counties was then formed, with sustained enforcement operations then including sobriety checkpoints, roving DUI patrols, Cops in Shops underage drinking enforcement, and mobile DUI awareness patrols.

In the twenty three years of its existence, the Montgomery Township Regional DUI Enforcement Team has contacted over 65,000 motorists, and has made thousands of arrests for driving under the influence of alcohol and/or drugs. By removing these impaired drivers from the highways, the enforcement team has prevented an untold number of impaired driving crashes.

Training members of the team is essential for the efforts of the team to be successful. Officers in member departments are trained in sobriety checkpoint operations, standardized field sobriety testing (SFST), advanced roadside impaired driving enforcement (ARIDE), and evidentiary breath test operations. Members are kept current on case law pertaining to impaired driving enforcement.

#### GEOGRAPHICS

Agencies participating with the enforcement team are located in Montgomery and Bucks Counties, and both of these highly populated counties border the city of Philadelphia, which is the largest city in Pennsylvania, and the fifth most populated city in the United States.

Montgomery County has a population of 774,000 residents, and a land area of 483 square miles, while Bucks County has a population of 613,000 residents, and a land area of 607 square miles.

The following are those jurisdictions targeted for impaired driving enforcement:

Municipality	Area (square miles)	Population	# of Officers
Montgomery Twp	10.8	24,000	36
Horsham Twp	17.4	27,000	40
Hilltown Twp	28.0	18,000	18
New Britain Twp	15.0	12,000.	12
Warrington Twp	14.0	22,500	28
Warwick Twp	11.1	15,000	17

Each of these municipalities consist of residential, commercial and industrial areas, and each municipality has both local roads and state routes within their boundaries.

The following are those state routes that are located within the jurisdiction of the five member departments:

SR 0309	Bethlehem Pike
SR 0202	Dekalb Pike/Doylestown Road
SR 0063	Welsh Road
SR 0463	Horsham Road
SR 0152	Limekiln Pike
SR 2012	Upper State Road
SR 2038	County Line Road
SR 2202	Route 202 Parkway
SR 0611	Easton Road
SR 0132	Street Road
SR 2025	Bristol Road
SR 3003	Lower State Road
SR 2026	Blair Mill Road
SR 2007	Norristown Road
SR 0113	Souderton Pike
SR 0313	Dublin Pike
SR 4003	Dublin Road
SR 4008	Church Road
SR 4011	Hilltown Pike
SR 4013	Diamond Street
SR 4017	Callowhill Road
SR 4019	Minsi Trail
SR 4021	Blue School Road

SR 4085	Bethlehem Pike
SR 4089	Blooming Glen Road
SR 0263	York Road
SR 2089	Almshouse Road
SR 2113	Sugarbottom Road
SR 2079	Rushland Road
SR 2077	Mearns Road

Due to the large number of state routes existing within the jurisdiction of each participating department, high traffic volume is experienced on a daily basis, with each department encountering a high number of impaired drivers, and those crashes involving an impaired driver.

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## **PROBLEM IDENTIFICATION**

Please describe the impaired driving-related highway safety problems in the communities or areas under the project jurisdiction. Reveal the problem through examples of PennDOT supplied crash data as well as local crash enforcement data. It is important to identify roadways with a high number of alcohol-related crashes and incidents.

While the emphasis on harsher punishments, stricter limitations, and national education has helped bring awareness to the problem of driving while under the influence of alcohol and/or drugs, DUI still remains a leading cause of injury and death in the United States. It is estimated that one in three people will still be involved in a drunk driving crash in their lifetime, with drunk driving costing the United States tens of billions of dollars each year. Latest figures show that with over one million drivers being arrested in the United States for driving while under the influence of alcohol or drugs each year, driving while under the influence has one of the highest arrest rates among major crimes, and, driving while under the influence is the leading cause of criminal deaths. Each year, approximately one out of three traffic fatalities reported in the United States die in accidents where alcohol was a contributing factor. It is estimated that more than half a million people are injured every year in the United States, in crashes where alcohol is reported to be present.

In Pennsylvania, there were 52,382 drivers arrested for driving while under the influence in 2015, which is a decrease from the 52,636 drivers arrested for driving while under the influence in 2014. There were 1200 traffic fatalities in Pennsylvania in 2015, with 345 of those being killed in alcohol-related crashes. Alcohol-related deaths accounted for 29 % of the total traffic deaths in Pennsylvania in 2015. On an average day, there were 29 alcohol-related crashes in Pennsylvania in 2015, resulting in 0.9 persons being killed, and nineteen people being injured. Alcohol-related crashes were 4.5 times more likely to result in death than those not related to alcohol.

Of the 67 counties in Pennsylvania, Montgomery and Bucks Counties' combined population of 1,387,000 residents represent 11 % of Pennsylvania's total population, which is over twelve million people. With Bucks County being one of the top counties having the most miles of state highways within its borders, and both Montgomery and Bucks Counties being two of the top counties with the most miles of local roads, it is therefore not surprising that Montgomery and Bucks Counties combined for

9% of the total number of arrests for driving while under the influence in Pennsylvania in 2015.

In 2015, 45% of the total number of alcohol-related deaths occurred in only 9 of Pennsylvania's 67 counties, with Bucks County being identified as one of those counties. Bucks County had the ninth highest number of alcohol-related deaths in 2015, whereas it was fifth in the state in 2014 for the number of alcohol-related deaths. Montgomery County was eighteenth in Pennsylvania in 2015 for the number of alcohol-related deaths in Pennsylvania, whereas it was seventh in 2014.

Just under half (49%) of alcohol-related fatal crash victims were the result of crashes occurring on Saturday and Sunday, while fatal crash victims of non-alcohol-related crashes tended to be distributed more evenly throughout the work week. The time period when most of the alcohol-related fatal traffic crashes occur is between 2000 and 0400 hours (62% of alcohol-related deaths). In contrast, under half of the deaths (45 %) from non-alcohol crashes resulted from crashes that occurred between noon and 2000 hours.

Drugged driving continues to increase, not only across the United States, but in Pennsylvania, as well. In 2015, 50% of the total number of those drivers arrested in Pennsylvania for impaired driving were driving under the influence of drugs (DUI-D). This is a substantial increase in the number of drivers arrested for DUI-D since 2011, when only 24% of the total number of DUI arrests were for drugged driving.

**Created By:** Dunlap, Mr. David on 6/24/2016 8:07:55 PM

**Last Modified By:** Dunlap, Mr. David on 6/29/2016 6:18:23 AM

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## **PROGRAM GOALS**

Please provide the goal(s) of the project as well as the program objectives. The goal(s) should be a general end result for the project. Some examples of program goals are: "reduce impaired driving crashes", "increase seat belt usage", or "decrease aggressive driving crashes". Objectives measure the success of the program. They are specific targets that are measurable and attainable in a given period of time. Some examples of program objectives are: "to increase contacts by 10%", "to reduce impaired driving related crashes by 8%", or "to increase the seat belt rate 4%".

Goal: Reducing Impaired (DUI) Driving

The overall goal of the Montgomery Township Regional DUI Enforcement Team is to reduce the number of impaired drivers on the highways. This reduction in the number of impaired drivers will result in fewer crashes, and ultimately, fewer injuries and deaths related to these crashes.

This goal is attainable through a sustained campaign of education and aggressive enforcement.

Sobriety checkpoints are one way to educate the public about drinking and driving. Law enforcement is promoting the message through sobriety checkpoints that driving while impaired by alcohol and/or drugs is a serious matter, and that drivers who make the choice to drive while impaired face the risk of being arrested for their offense. The highly visible, and publicized, sobriety checkpoint serves as a deterrent to those drivers who pass through during its operation, and to those motorists who learn of the checkpoint through media outlets. Sobriety checkpoints may be especially useful in deterring underage drivers from drinking and then getting behind the wheel, as their threshold BAC for being arrested for DUI (.02) is much lower than that of an adult (.08). In 2015, 16% of driver deaths in Pennsylvania for those drivers aged sixteen to twenty years were drinking drivers. This is an increase from 2014 when 13% of driver deaths for those aged sixteen to twenty years of age were drinking drivers.

Sobriety checkpoints are not only an excellent way to raise the issue of drinking and driving with the public, they are an important part of a sustained enforcement campaign in removing impaired drivers from the road. Alcohol-impaired drivers can be hard to detect at lower BAC's, and often these impaired drivers are not apprehended until its too late.

Roving DUI patrols, or saturation patrols, are especially useful in areas where a sobriety checkpoint may not be able to be set up safely, but where increased patrols and DUI enforcement would be beneficial. Roving DUI patrols may also be useful when used in conjunction with a sobriety checkpoint operation, with attention directed at those roads located on the outer perimeter of the checkpoint operation.

Having already contacted over 65,000 motorists, to date, the objective of the Montgomery Township DUI Enforcement Team will be to contact another 2000 motorists. This objective can be accomplished through the use of sobriety checkpoints and saturation DUI patrols.

The Montgomery Township Regional DUI Enforcement Team believes that by targeting a specific geographical area with an aggressive DUI enforcement effort, accompanied with maintaining public interest and awareness in issues concerning driving while under the influence of alcohol and/or drugs, the goal of reducing the number of impaired drivers on the highways can be met.

**Created By:** Dunlap, Mr. David on 6/24/2016 8:12:45 PM

**Last Modified By:** Dunlap, Mr. David on 6/28/2016 3:26:28 PM

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You are here: > Application Budget

## **BUDGET NARRATIVE**

## **SOBRIETY CHECKPOINT OPERATIONS**

The team plans to conduct seven reduced manpower sobriety checkpoints. The objective of a sobriety checkpoint is to create the perception that apprehension of someone who is driving while under the influence is likely. Checkpoints involve the systematic stopping of vehicles in a pre-determined sequence, at a pre-determined location, to gain maximum visibility to the potential DUI offender, and enable officers to observe drivers for articulable facts and /or behaviors associated with alcohol and drug impairment. Location, day of the week, and time of operation is based upon alcohol-related crash data gathered from the Pennsylvania Department of Transportation , and alcohol-related crash data and arrest data from the jurisdiction where the checkpoint operation is being conducted. Each checkpoint operation will be for five hours, and include pre- and post-operational briefings, as well as set up and tear down time. Arrested persons will be transported for chemical testing, with lodging done per the standard operating procedures of the police department hosting the checkpoint operation. Each checkpoint will consist of sixteen officers, and include the positions of contact officer, cover officer, traffic control officer, forward observation officer, perimeter patrol officer, field testing officer, transportation officer, and other designated positions as may be deemed necessary for a successful checkpoint operation.

## **ROVING DUI PATROLS**

The Enforcement Team plans on conducting ten roving DUI enforcement patrols. The objective of the roving DUI patrol is to detect impaired drivers, and stop vehicles for traffic and equipment violations. The roving DUI patrols will be scheduled to maximize their visibility during the days, times of day, and holiday periods when high visibility enforcement efforts are essential to accomplishing the stated goal of the Team. Each roving DUI patrol operation will last four hours, and include at least one officer being assigned.

**Created By:** Dunlap, Mr. David on 6/24/2016 8:13:56 PM  
**Last Modified By:** Dunlap, Mr. David on 6/28/2016 3:29:23 PM

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## **SALARIES AND BENEFITS**

Position / Title	<div>Coordinator</div>	<div>Coordinator</div>	*
Hours	<div>76</div>		*
Rate	<div>\$80.00</div>		*
<b>Total</b>	<b>\$6,080.00</b>		
Fringe Amount	<div>\$0</div>		*
Fringe Rate		0%	
Job Description			

The designated Impaired Driving Grant coordinator is Officer David Dunlap of the Montgomery Township Police Department. The grant coordinator will be responsible for the development of operational plans, site selection and preparation, manpower and assignments, research of data required to support the establishment of sobriety checkpoints, training of assigned personnel, selecting and maintaining equipment necessary for checkpoint operations, and fiscal management of the Impaired Driving Program. The coordinator is also responsible for the collection of data from each of the details that are conducted, which will then be submitted to the Alcohol Highway Safety Program manager and assistant manager on a timely basis. The grant coordinator will be required to attend training and conferences, for proper grant administration. The grant coordinator will work with the Chief of Police, or his designee, in the municipalities where operations are to be conducted. It is estimated that eight man hours will be required for each of the seven reduced manpower sobriety checkpoints that are planned, to properly perform the duties related to those operations. It is estimated that two man hours will be required for each of the ten roving DUI enforcement patrols that are planned, for duties related to the details, such as planning, scheduling, and reporting.

**Created By:** Dunlap, Mr. David on 6/24/2016 9:40:10 PM  
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## **TRAVEL**

The coordinator for the DUI Enforcement Team will be required to attend conferences and other applicable training to be able to properly manage the impaired driving program successfully. Overnight lodging and other associated costs may be required when attending training that is out of the local area.

**Created By:** Dunlap, Mr. David on 6/24/2016 9:49:38 PM  
**Last Modified By:** Dunlap, Mr. David on 6/24/2016 10:00:47 PM

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## **EQUIPMENT**

Please include each type of equipment separately.

General equipment to be purchased for the DUI enforcement program may include portable mini-cades, traffic cones, electrical equipment, general maintenance equipment, supplies for the equipment trailer, flashlights and related equipment, high visibility traffic vests and any other equipment deemed necessary for the program to be successful

Steady burning road flares are to be used while the enforcement team is conducting sobriety checkpoints. These road flares are used to warn motorists during their approach to the checkpoint, ensuring the safety of motorists and the enforcement officers

Pre-arrest breath testing equipment is required to assist the officers at a sobriety checkpoint, or who may be conducting a roving DUI enforcement patrol, in determining whether a driver may be impaired by alcohol. Equipment to be purchased may include a portable breath testing instrument, mouthpieces for breath testing equipment, and/or calibration equipment for the devices.

**Created By:** Dunlap, Mr. David on 6/24/2016 10:04:52 PM  
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## **GOODS AND SERVICES**

General office supplies to be purchased for the program include items to be used during the pre-operational briefing (such as dry erase board and markers), supplies used for scheduling enforcement events, notebooks, writing instruments, and any other office-related equipment and items deemed necessary for the program.

**Created By:** Dunlap, Mr. David on 6/24/2016 10:12:19 PM  
**Last Modified By:** Dunlap, Mr. David on 6/28/2016 3:32:30 PM

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## **OVERTIME ENFORCEMENT**

The Enforcement Team plans on conducting ten Roving DUI Enforcement Patrols. Each Roving Patrol will be for four hours, with at least one officer assigned at an average pay rate of \$70.00 per hour

The Enforcement Team plans on conducting seven reduced manpower sobriety checkpoints. Each checkpoint will be for five hours, which will include pre- and post-operational briefings, and set-up and tear-down time. There will be sixteen officers assigned for each checkpoint, at an average hourly pay rate of \$70.00 per hour, per officer.

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Extension of Pennsylvania Aggressive Driving  
and Buckle-Up Enforcement Grant

MEETING DATE: September 12, 2016 ITEM NUMBER: #9

MEETING/AGENDA: WORK SESSION ACTION XX NONE

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

INITIATED BY: J. Scott Bendig  
Chief of Police



BOARD LIAISON: Candyce Fluehr Chimera  
Vice-Chairman, Board of Supervisors

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BACKGROUND:

The Police Department, in conjunction with over 300 municipal police agencies throughout the Commonwealth, participates in the Pennsylvania Aggressive Driving Enforcement/Education Grant Project and the Buckle-Up Enforcement Grant. These grants are statewide initiatives dedicated to targeting aggressive driving locations and raising the seat belt usage level in Pennsylvania. High visibility target enforcement, coordinated earned media, public awareness, and training are conducted on these roadways to reduce the number of needless driving injuries and deaths.

During the 2015/2016 grant period, the police department received \$7,675.00 in funding to participate in these initiatives. Eligibility for additional funding under these programs for the 2016/2017 grant period requires the execution of grant extension agreements.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

None.

RECOMMENDATION:

Approve the execution of extension agreements for the Pennsylvania Aggressive Driving Enforcement/Education Grant Project and Buckle-Up Enforcement Grant.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve the execution of extension agreements for the Pennsylvania Aggressive Driving Enforcement/Education Grant Project and Buckle-Up Enforcement Grant.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**ATTACHMENT B**  
**"Conditions of Agreement Grant Extension"**

<input checked="" type="checkbox"/> <b>AGGRESSIVE DRIVING ENFORCEMENT AND EDUCATION PROJECT CONDITIONS OF AGREEMENT GRANT EXTENSION (PAADEEP)</b>	<input checked="" type="checkbox"/> <b>BUCKLE UP PA ENFORCEMENT AND EDUCATION PROJECT CONDITIONS OF AGREEMENT GRANT EXTENSION (BUPA)</b>
---	--

The agreement between the North Central Highway Safety Network, Inc and the MONTGOMERY TOWNSHIP Police Department, dated 9 / 1 / 2016 will be extended upon mutual agreement for a period from **10 /01 /2016** to **9 /30 /2017**. The DEPARTMENT will continue to carry out enforcement, public awareness and education within their jurisdiction; as part of the "PA ADEEP" and/or "BUPA" projects. The NETWORK will then execute a grant extension with the DEPARTMENT from **10/01/2016 to 9/30/2017**.

Any modification to the original Conditions of Agreement will be added as an Amendment to this Condition of Agreement Grant Extension.

IN WITNESS WHEREOF, the North Central Highway Safety Network Inc, and the MONTGOMERY TOWNSHIP Police Department as evidence of their assent to the Cooperation Agreement dated 9 / 1 / 2016 have caused this document to be extended, be signed and executed by their duly authorized officials this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_.

\_\_\_\_\_  
Elected Official or Designee  
Signature & Title

\_\_\_\_\_  
North Central Highway Safety Network Inc.  
Signature & Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

J. Scott Bendig, Chief of Police  
Police Chief or Department Designee  
Signature & Title

J. Scott Bendig  
Printed Name

# ATTACHMENT G

## Contact Form

<input checked="" type="checkbox"/> <b>AGGRESSIVE DRIVING ENFORCEMENT AND EDUCATION PROJECT CONDITIONS OF AGREEMENT GRANT EXTENSION (PAADEEP)</b>	<input checked="" type="checkbox"/> <b>BUCKLE UP PA ENFORCEMENT AND EDUCATION PROJECT CONDITIONS OF AGREEMENT GRANT EXTENSION (BUPA)</b>
---	--

### CONTACT INFORMATION:

Department Name: MONTGOMERY TOWNSHIP POLICE DEPARTMENT DATE: 9 / 1 / 2016  
 Address: 1001 STUMP ROAD  
 City: MONTGOMERYVILLE PA Zip Code: 18936  
 Phone: 215-362-2301 Fax: 215-362-6383 Email: police@montgomerytwp.org  
 Number of Officers: 36 County: MONTGOMERY  
 CHIEF/OIC or Department Designee: CHIEF SCOTT BENDIG

(Title First Name Last Name)  
 PLEASE SIGN same as above: Scott Bendig  
 Phone: 215-362-2301 Fax: 215-362-6383 Email: sbendig@montgomerytwp.org

### DEPARTMENT PROJECT COORDINATOR:

(BUPA Contact Person) OFD DAVID DUNLAP  
 (Title — First Name — Last Name)  
 PLEASE SIGN same as above: DD  
 Phone: 215-362-2301 Fax: 215-362-6383 Email: ddunlap@montgomerytwp.org

PA ADEEP Contact Person (If same do not complete) - SAME -  
 (Title — First Name — Last Name)

PLEASE SIGN same as above:  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**ELECTED OFFICIAL** or Designee: such as Grants Administrator for Municipality (must be able to legally sign grants, contracts, etc.)

Name & Title: \_\_\_\_\_  
 (Title — First Name — Last Name)

PLEASE SIGN same as above:  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**FISCAL OFFICER** — Treasurer, Municipal Executive, Payroll Administrator, or whoever prepares payroll for your department — cannot be Police Officer (checks will be sent directly to their attention)

Name & Title: \_\_\_\_\_  
 (Title — First Name — Last Name)

PLEASE SIGN same as above:  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Reimbursement can ONLY be made to the municipality. Please list the correct name and address of the Municipality where the check is to be mailed. The check will be sent to the attention of Fiscal Officer, unless otherwise specified:

MONTGOMERY TOWNSHIP  
 (Municipality Name where check will be mailed — CANNOT BE A POLICE DEPT)  
1001 STUMP RD, MONTGOMERYVILLE, PA. 18936  
 (Municipality Address where check will be mailed)

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY


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SUBJECT: Consider Adoption of Proposed Ordinance #16-299  
Amending Stop Intersections & Yield Intersections, Vehicle Weight and Type Restrictions

MEETING DATE: September 12, 2016 ITEM NUMBER: # 10

MEETING/AGENDA: ACTION NONE

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

INITIATED BY: J. Scott Bendig  BOARD LIAISON: Candyce Fluehr Chimera  
Chief of Police Vice-Chairman, Board of Supervisors

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BACKGROUND:

The Police Department presented a proposal for discussion at a Township Engineers Meeting regarding pedestrian and vehicular safety improvements in several residential developments within the Township. Members of the Police Department's Highway Safety Unit identified several intersections where traffic control devices (signs) had not been installed or more appropriate signs should be installed. The signs were posted in this manner when the developments were built over 25 years ago.

After careful review, it was the recommendation of the Police Department at the Township Engineers Meeting to post signs at these intersections to ensure sign consistency with other Township intersections. The recommended sign postings at these intersections would provide clear and consistent direction to all vehicle operators in the Township while promoting pedestrian and vehicular safety.

The Police Department has been working to prioritize the signs to be modified for several developments in the Township. The Police Department has listed eleven intersections in the following developments:

- Meadow Glen Development
- Parkwood Development
- Pennwood Gardens Development
- Stoneridge Development
- Beechwood Drive
- West Thomas Drive

Township Residents in these developments were notified about the recommended signage changes. Minimal feedback was received.

Attached is the proposed ordinance for the Board's consideration.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

None.

ALTERNATIVES/OPTIONS:

None.

BUDGET IMPACT:

Total cost in materials for this project is estimated to be under \$2,000.

RECOMMENDATION:

Township Staff recommends the approval of Proposed Ordinance #16-299 amending Stop Intersections and Yield Intersections, Vehicle Weight and Type Restrictions.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby approve Ordinance #16-299, an ordinance Amending Stop Intersections and Yield Intersections, Vehicle Weight and Type and Restrictions.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

# **MONTGOMERY TOWNSHIP**

ORDINANCE #16-299

---

AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 222, ARTICLE II, SECTION 222-15 [STOP INTERSECTIONS; PENALTIES], SECTION 222-16 [YIELD INTERSECTIONS; PENALTIES], TO ADD LOCATIONS FOR STOP SIGNS AND DELETE LOCATIONS FOR YIELD SIGNS AND CHAPTER 222, ARTICLE III, SECTION 222-17 [VEHICLE WEIGHT AND TYPE RESTRICTIONS]

---

ENACTED: \_\_\_\_\_

# MONTGOMERY TOWNSHIP

ORDINANCE #16-299

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AN ORDINANCE AMENDING THE MONTGOMERY TOWNSHIP CODE, CHAPTER 222, ARTICLE II, SECTION 222-15 [STOP INTERSECTIONS; PENALTIES], SECTION 222-16 [YIELD INTERSECTIONS; PENALTIES], TO ADD LOCATIONS FOR STOP SIGNS AND DELETE LOCATIONS FOR YIELD SIGNS AND CHAPTER 222, ARTICLE III, SECTION 222-17 [VEHICLE WEIGHT AND TYPE RESTRICTIONS]

---

**IT IS HEREBY ENACTED AND ORDAINED** by the Montgomery Township Board of Supervisors that the Township Code is hereby amended as follows:

**SECTION 1. Amendment to Chapter 222, Article II, Section 222-15 [Stop Intersections; Penalties].**

Article II [Traffic Regulations], Section 222-15 [Stop Intersections; Penalties] is hereby amended to add the following additional locations for Stop Signs:

<b><u>Name of Street Location</u></b>	<b><u>Intersecting Street</u></b>	<b><u>Direction of Travel</u></b>
Sycamore Drive	Beechwood Drive	East
Sycamore Drive	Beechwood Drive	West
Morningside Drive	West Thomas Drive	North
South Drive	Sunset Drive	North
Sunset Drive	Morningside Drive	East
Sunset Drive	West Thomas Drive	North
Brookwood Drive	Heartwood Drive	East
Knollwood Drive	Heartwood Drive	West
Tanglewood Drive	Heartwood Drive	West
Meadow Glen Road	Glen Road	West

<b><u>Name of Street Location</u></b> (continued)	<b><u>Intersecting Street</u></b> (continued)	<b><u>Direction of Travel</u></b> (continued)
Eagle Lane	Bonnie Lane	West
Bonnie Lane	Eagle Lane	South
Abbey Lane	S. Stoneridge Drive	South

**SECTION 2. Amendment to Chapter 222, Article II, Section 222-16 [Yield Intersections; Penalties].**

Chapter 222, Article II [Traffic Regulations], Section 222-16 [Yield Intersections; Penalties] shall be amended to remove the following Yield Signs:

<b><u>Yield Street</u></b>	<b><u>Through Street</u></b>	<b><u>Direction of Travel</u></b>
Sycamore Drive	Beechwood Drive	East
Sycamore Drive	Beechwood Drive	West
Morningside Drive	West Thomas Drive	North
South Drive	Sunset Drive	North
Sunset Drive	Morningside Drive	East
Sunset Drive	West Thomas Drive	North
Brookwood Drive	Heartwood Drive	East
Knollwood Drive	Heartwood Drive	West
Tanglewood Drive	Heartwood Drive	West
Meadow Glen Road	Glen Road	West

**SECTION 3. Amendment to Chapter 222, Article III, Section 222-17 [Vehicle Weight and Type Restrictions].**

Chapter 222, Article III [Vehicles and Traffic], Section 222-17 [Vehicles Weight and Type Restrictions] shall be amended to read as follows:

<b><u>Street or Bridge</u></b>	<b><u>Limits (Tons)</u></b>	<b><u>Maximum Gross Weight</u></b>
Stump Road- Bridge over Little Neshaminy Creek	15	"Combination Vehicles," as Truck-Trailer Combinations (such as dump trucks) should also be include in this restriction.

**SECTION 4. 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 5. 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 6. Effective Date.**

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

\*\*\*

[SIGNATURES ON NEXT PAGE]

**ORDAINED AND ENACTED** this \_\_\_\_\_ day of \_\_\_\_\_ 2016, by the  
Montgomery Township Board of Supervisors.

**MONTGOMERY TOWNSHIP  
BOARD OF SUPERVISORS**

\_\_\_\_\_  
*Candyce Fluehr Chimera,  
Vice Chairman*

[Seal]

Attested by:

\_\_\_\_\_  
LAWRENCE J. GREGAN  
*Township Manager/Secretary*

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

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SUBJECT: Consider Award of Bid - Residential Leaf and Yard Waste Collection and Disposal

MEETING DATE: September 12, 2016

ITEM NUMBER: #11

MEETING/AGENDA:

ACTION

NONE

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

INITIATED BY: Stacy Crandell

Assistant to the Township Manager

BOARD LIAISON: Candyce Fluehr Chimera

Vice-Chairman

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BACKGROUND:

Staff received and opened bids on August 31, 2016 for the Residential Leaf & Yard Waste Collection and Disposal contract. A copy of the bid tabulation sheet is attached.

Upon review of the bid packages submitted, it was determined that the bid from the lowest bidder, Republic Services, was not a complete package as it was missing a signed copy of Addendum #1. The second low bid submitted a complete bid package and the total cost difference between the low bids is \$2,226.70 over the three year term of a contract.

The cost to solicit new bids would be approximately \$850 for the newspaper advertisement plus staff time.

ZONING, SUBDIVISION OR LAND DEVELOPMENT IMPACT:

None.

PREVIOUS BOARD ACTION:

On August 8, 2016, the Board of Supervisors authorized the advertisement for bids for the Residential Leaf and Yard Waste Collection and Disposal Contract.

ALTERNATIVES/OPTIONS:

- Waive the lack of submission of the signed copy of Addendum #1 as an Informality per Section G. of the bid specifications and award the bid to Republic Services.
- Reject the bid from Republic Services as an incomplete submission and award the contract to the second low bidder, J. P. Mascaro & Sons.
- Reject all bids and re-advertise for new bids.

BUDGET IMPACT:

The cost for this was included in the 2016 budget and will be discussed and budgeted for the 2017 Budget Workshop sessions.

RECOMMENDATION:

Staff is recommending that the Republic Services bid be rejected as an incomplete submission and that the Board award the bid to the second lowest responsible bidder, J. P. Mascaro & Sons at a total contract cost of \$89,244 (\$29,748 per year) for a three year contract period.

MOTION/RESOLUTION:

BE IT RESOLVED by the Board of Supervisors of Montgomery Township that we hereby award the bid for Residential Leaf and Yard Waste Collection and Disposal to J.P. Mascaro & Sons, at a total contract cost of \$89,244 (\$29,748 per year) for a three year contract period.

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
Candyce Fluehr Chimera	Aye	Opposed	Abstain	Absent

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

**Leaf and Yard Waste Collection and Disposal**

**Bid Tabulations**

**August 31, 2016**

<b>Bidder</b>	<b>Year 1</b>	<b>Year 2</b>	<b>Total- Year 1-2</b>	<b>Year 3</b>	<b>Total- Year 1-3</b>
Republic Services	\$28,152.74	\$28,575.03	\$57,150.06	\$29,005.77	\$87,017.30
J.P. Mascaro & Sons	\$29,748	\$29,748	\$59,496	\$29,748	\$89,244
Advanced Disposal	\$30,777	\$31,085	\$62,170	\$31,397	\$94,191

<b>Bidder</b>	<b>Proposals</b>	<b>Bid Bond</b>	<b>Bidder's Affidavit</b>	<b>Qualification Questionnaire / Affiant</b>	<b>Affidavit of Non-Collusion</b>	<b>Insurance</b>	<b>Addendum 1</b>
Republic Services	Yes	Yes	Yes	Yes	Yes	Yes	No
J.P. Mascaro & Sons	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Advanced Disposal	Yes	Yes	Yes	Yes	Yes	Yes	Yes

MONTGOMERY TOWNSHIP BOARD OF SUPERVISORS  
BOARD ACTION SUMMARY

---

SUBJECT: Consider Payment of Bills

MEETING DATE: September 12, 2016

ITEM NUMBER: #12

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, Vice  
Chairman of the Board of Supervisors

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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.

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 01 UNIVEST CHECKING					
08/26/2016	01	65572	00000031	AT&T	129.42
08/26/2016	01	65573	00905000	BS&A SOFTWARE	3,735.00
08/26/2016	01	65574	00000363	COMCAST	674.35
08/26/2016	01	65575	00000335	COMCAST CORPORATION	1,411.87
08/26/2016	01	65576	00000423	FAMILY DINING, INC.	76.60
08/26/2016	01	65577	03214568	FULTON CARDMEMBER SERVICES	1,289.33
08/26/2016	01	65578	03214570	GOT IT GET IT LLC	497.00
08/26/2016	01	65579	100000002	HELM FENCING, INC	2,200.00
08/26/2016	01	65580	00000377	KATHY'S JUST DESSERTS, INC.	520.00
08/26/2016	01	65581	00000439	RED THE UNIFORM TAILOR	393.00
08/26/2016	01	65582	00001394	STANDARD INSURANCE COMPANY	7,714.89
08/26/2016	01	65583	00000636	STAPLES CREDIT PLAN	100.92
08/26/2016	01	65584	00000040	VERIZON	139.99
08/31/2016	01	65585	100000185	ASAPH MICHEL	67.50
08/31/2016	01	65586	00000377	KATHY'S JUST DESSERTS, INC.	1,170.00
08/31/2016	01	65587	00002033	REPUBLIC SERVICES NO. 320	1,069.34
08/31/2016	01	65588	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	359.72
08/31/2016	01	65589	00000636	STAPLES CREDIT PLAN	39.39
08/31/2016	01	65590	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	92.31
09/09/2016	01	65591	00000496	21ST CENTURY MEDIA NEWSPAPERS LLC	1,597.24
09/09/2016	01	65592	00905040	3M COGENT INC.	77.25
09/09/2016	01	65593	00002039	ABINGTON HEALTH LANSDALE HOSPITAL	105.00
09/09/2016	01	65594	00000006	ACME UNIFORMS FOR INDUSTRY	407.77
09/09/2016	01	65595	00000340	ADVENT SECURITY CORPORATION	363.72
09/09/2016	01	65596	00906018	ALESSANDRA KASHKASHIAN	20.00
09/09/2016	01	65597	MISC-FIRE	ALEXANDER J DEANGELIS	30.00
09/09/2016	01	65598	MISC-FIRE	ALEXANDER J DEANGELIS	15.00
09/09/2016	01	65599	00905027	ARIEL IRIS	193.00
09/09/2016	01	65600	00000027	ARMOUR & SONS ELECTRIC, INC.	405.00
09/09/2016	01	65601	00000031	AT&T	143.73
09/09/2016	01	65602	00002061	AT&T MOBILITY	600.49
09/09/2016	01	65603	00000561	ATLANTIC TACTICAL	4,621.68
09/09/2016	01	65604	MISC-FIRE	AUSTIN NEDWICK	15.00
09/09/2016	01	65605	00001997	AUTOMATIC SYNC TECHNOLOGIES, LLC	138.60
09/09/2016	01	65606	100000189	AVINASH SRINIVASAN	75.00
09/09/2016	01	65607	00000043	BERGEY'S	393.79
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09/09/2016	01	65610	MISC-FIRE	BILL WIEGMAN	150.00
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09/09/2016	01	65617	00000071	CANON SOLUTIONS AMERICA, INC.	2,012.28
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09/09/2016	01	65621	00000085	CHAMBERS ASSOCIATES, INC.	600.35
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09/09/2016	01	65623	100000192	CHRISTEN RICCA	40.00
09/09/2016	01	65624	100000208	CHRISTY BENNETT	15.00
09/09/2016	01	65625	00902798	CHRISTY ESMOND	40.00
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09/09/2016	01	65627	100000218	CMC BPW	180.00
09/09/2016	01	65628	00000363	COMCAST	303.60
09/09/2016	01	65629	100000197	CYNTHIA VASSIA	20.00
09/09/2016	01	65630	100000215	DANA LEHRMAN	50.00
09/09/2016	01	65631	00000111	DAVID H. LIGHTKEP, INC.	267.50
09/09/2016	01	65632	MISC-FIRE	DAVID P BENNETT	15.00
09/09/2016	01	65633	MISC-FIRE	DAVID P BENNETT	15.00
09/09/2016	01	65634	MISC-FIRE	DAVID P BENNETT	30.00
09/09/2016	01	65635	00000629	DAVIDHEISER'S INC.	244.00
09/09/2016	01	65636	00000118	DEL-VAL INTERNATIONAL TRUCKS, INC.	283.88
09/09/2016	01	65637	00000208	DELL MARKETING L.P.	2,302.04
09/09/2016	01	65638	00001172	DETLAN EQUIPMENT, INC.	44.63
09/09/2016	01	65639	00000125	DISCHELL, BARTLE DOOLEY	165.00
09/09/2016	01	65640	100000213	DOG TOWN	309.96
09/09/2016	01	65641	00902219	DOROTHY DESANTO	113.00
09/09/2016	01	65642	MISC	DUNDRAFT INC DBA AMAZING DECKS	1,200.00
09/09/2016	01	65643	00000967	DVHT - DELAWARE VALLEY HEALTH TRUST	176,892.99
09/09/2016	01	65644	00000612	DVMMA - DELAWARE VALLEY MUNICIPAL	1,230.00
09/09/2016	01	65645	00001344	E. THOMAS BRETT	72.00
09/09/2016	01	65646	00906127	EAGLE POINT GUN	933.53
09/09/2016	01	65647	00000152	ECKERT SEAMANS CHERIN &	30,632.41
09/09/2016	01	65648	00002082	ECOMM TECHNOLOGIES	1,016.65
09/09/2016	01	65649	100000200	EDWIN LESHER	40.00

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09/09/2016	01	65650	MISC	EGRONLUND INC.	161.70
09/09/2016	01	65651	00902792	EILEEN SCHURMANN	40.00
09/09/2016	01	65652	03214663	ELITE 3 FACILITIES MAINTNEANCE, LLC	4,240.00
09/09/2016	01	65653	00904231	ELIZABETH LAWLESS KREWSON	20.00
09/09/2016	01	65654	00000161	EUREKA STONE QUARRY, INC.	18,361.03
09/09/2016	01	65655	100000129	EUROFINS QC, INC.	155.00
09/09/2016	01	65656	00000171	FAST SIGNS	255.00
09/09/2016	01	65657	00001466	FEDEX OFFICE	15.00
09/09/2016	01	65658	00001852	G.L. SAYRE, INC.	447.18
09/09/2016	01	65659	00000188	GALLS, AN ARAMARK CO., LLC	49.71
09/09/2016	01	65660	00000817	GILMORE & ASSOCIATES, INC.	22,475.33
09/09/2016	01	65661	00000817	VOID	0.00
09/09/2016	01	65662	00000198	GLASGOW, INC.	165.00
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09/09/2016	01	65665	00001323	GLICK FIRE EQUIPMENT COMPANY INC	436.29
09/09/2016	01	65666	00001784	GOOGLE INC.	99.00
09/09/2016	01	65667	00000608	GOOSE SQUAD L.L.C.	900.00
09/09/2016	01	65668	00000060	GRAF ENGINEERING, LLC	1,102.50
09/09/2016	01	65669	00000229	GRAINGER	174.24
09/09/2016	01	65670	00000203	GRANTURK EQUIPMENT CO., INC.	76.51
09/09/2016	01	65671	00000331	HATFIELD TOWNSHIP	7,854.00
09/09/2016	01	65672	00000215	HAVIS, INC.	1,621.13
09/09/2016	01	65673	100000162	HERMAN GOLDNER COMPANY, INC.	895.70
09/09/2016	01	65674	00000903	HOME DEPOT CREDIT SERVICES	315.84
09/09/2016	01	65675	00904661	INSITE FIREARMS & LAW ENFORCEMENT	80.99
09/09/2016	01	65676	00000102	INTERSTATE BATTERY SYSTEMS OF	151.90
09/09/2016	01	65677	100000199	JACQUELINE LUCA	40.00
09/09/2016	01	65678	100000193	JENNIFER PETRUCCELLI	448.00
09/09/2016	01	65679	MISC-FIRE	JOE BIFOLCO	90.00
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09/09/2016	01	65681	MISC-FIRE	JOHN H. MOGENSEN	60.00
09/09/2016	01	65682	MISC-FIRE	JOHN H. MOGENSEN	60.00
09/09/2016	01	65683	00001811	JOHN R. CARTER LANDSCAPING, INC.	275.00
09/09/2016	01	65684	00000148	JONATHAN S. BEER	1,800.00
09/09/2016	01	65685	00902686	JULIAINE K. MARTIN	20.00
09/09/2016	01	65686	03214661	JULIE SCHOETTLE	524.00
09/09/2016	01	65687	00000264	KENCO HYDRAULICS, INC.	155.72
09/09/2016	01	65688	00906017	KIM STEVENS	20.00
09/09/2016	01	65689	00902865	KRISTIN YOUNG	130.00
09/09/2016	01	65690	00906019	LANDA PROPATO	5.00
09/09/2016	01	65691	00000271	LANSDALE CHRYSLER PLYMOUTH INC.	172.50
09/09/2016	01	65692	100000204	LARRY DIDOMIZIO	35.00
09/09/2016	01	65693	00000201	LAWRENCE J. MURPHY	921.40
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09/09/2016	01	65695	100000216	LINDA HOWALD	20.00
09/09/2016	01	65696	00001706	LOWE'S COMPANIES INC.	606.96
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09/09/2016	01	65714	MISC-FIRE	MICHAEL SHEARER	15.00
09/09/2016	01	65715	00902599	MICHELE EVANS	82.00
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09/09/2016	01	65720	100000180	MOLINARO GRAPHICS	25.00
09/09/2016	01	65721	00000326	MONTGOMERY COUNTY	48.15
09/09/2016	01	65722	1264	MORGAN STANLEY SMITH BARNEY INC	126,884.84
09/09/2016	01	65723	00000324	MOYER INDOOR / OUTDOOR	145.00
09/09/2016	01	65724	00000540	MYSTIC PIZZA	68.00
09/09/2016	01	65725	00000356	NORTH WALES WATER AUTHORITY	75.04
09/09/2016	01	65726	00001134	OFFICE DEPOT, INC	54.90
09/09/2016	01	65727	00000367	P.K. MOYER & SONS, INC.	33,181.50
09/09/2016	01	65728	00000007	PA CRIME PREVENTION OFFICER ASSOC	85.00
09/09/2016	01	65729	100000194	PAIGE MAYEW	160.00
09/09/2016	01	65730	MISC-FIRE	PAUL R. MOGENSEN	80.00

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CHECK DATE FROM 08/23/2016 - 09/12/2016

Page: 3/4

Check Date	Bank	Check	Vendor	Vendor Name	Amount
09/09/2016	01	65731	MISC-FIRE	PAUL R. MOGENSEN	140.00
09/09/2016	01	65732	00000595	PENN VALLEY CHEMICAL COMPANY	406.35
09/09/2016	01	65733	00001358	PENNSYLVANIA RECREATION AND PARK	6,731.00
09/09/2016	01	65734	00000447	PETTY CASH - POLICE	178.62
09/09/2016	01	65735	MISC-FIRE	PHIL STUMP	30.00
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09/09/2016	01	65740	00000945	PIPERSVILLE GARDEN CENTER, INC.	134.45
09/09/2016	01	65741	00001155	PITNEY BOWES	708.81
09/09/2016	01	65742	MISC	PLATO'S CLOSET	418.88
09/09/2016	01	65743	00000345	PRINTWORKS & COMPANY, INC.	697.27
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09/09/2016	01	65745	MISC-FIRE	RACHEL GIBSON	60.00
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09/09/2016	01	65758	00001972	ROBERT L. BRANT	814.67
09/09/2016	01	65759	MISC-FIRE	ROBERT MCMONAGLE	15.00
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09/09/2016	01	65768	100000195	SANDRA WANG	38.00
09/09/2016	01	65769	03214573	SAR AUTOMOTIVE EQUIPMENT	350.00
09/09/2016	01	65770	100000079	SARAH KASITZ	35.00
09/09/2016	01	65771	00000653	SCATTON'S HEATING & COOLING, INC.	784.20
09/09/2016	01	65772	00001618	SEALMASTER	1,877.76
09/09/2016	01	65773	00001939	SERVICE TIRE TRUCK CENTERS	748.75
09/09/2016	01	65774	00001847	STAPLES CONTRACT & COMMERCIAL, INC.	769.51
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09/09/2016	01	65780	100000201	SUSAN LASORSA	38.00
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09/09/2016	01	65782	00906111	THE PROTECTION BUREAU	6,049.00
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09/09/2016	01	65785	00902700	THERESA ROETHKE	60.00
09/09/2016	01	65786	00001273	TIM KUREK	246.00
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09/09/2016	01	65800	00000038	VERIZON WIRELESS SERVICES, LLC	1,652.34
09/09/2016	01	65801	100000186	VICKI SPENCER	5.00
09/09/2016	01	65802	MISC-FIRE	VINAY SETTY	200.00
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09/09/2016	01	65804	MISC-FIRE	VINCE ZIRPOLI	105.00
09/09/2016	01	65805	MISC-FIRE	VINCE ZIRPOLI	150.00
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09/09/2016	01	65808	00001329	VOID	0.00
09/09/2016	01	65809	00000533	WELLINGTON SPORTING GOODS, INC.	897.00
09/09/2016	01	65810	03214583	WESTON FITNESS	8,802.55
09/09/2016	01	65811	00000550	ZEP MANUFACTURING COMPANY	210.56

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CHECK DATE FROM 08/23/2016 - 09/12/2016

Page: 4/4

Check Date	Bank	Check	Vendor	Vendor Name	Amount
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01 TOTALS:

(2 Checks Voided)

Total of 238 Disbursements:

703,557.46

09/09/2016

Payroll ACH List  
For Check Dates 08/23/2016 to 09/12/2016

Check Date	Name	Amount
08/25/2016	UNITED STATES TREASURY	941 Tax Payment \$ 85,460.72
08/25/2016	PBA	PBA Payment \$ 789.41
08/25/2016	BCG 401	401 Payment \$ 15,023.93
08/25/2016	BCG 457	457 Payment \$ 10,400.00
08/25/2016	PA SCDU	Withholding Payment \$ 886.56
08/31/2016	STATE OF PA	State Tax Payment \$ 9,084.41
09/01/2016	ICMA	DROP Plan Payment \$ 17,827.41
09/01/2016	UNITED STATES TREASURY	945 Tax Payment \$ 5,084.26
09/08/2016	UNITED STATES TREASURY	941 Tax Payment \$ 90,908.38
09/08/2016	PBA	PBA Payment \$ 789.41
09/08/2016	BCG 401	401 Payment \$ 14,846.77
09/08/2016	BCG 457	457 Payment \$ 10,319.08
09/08/2016	PA SCDU	Withholding Payment \$ 886.55
Total Checks: 13		\$ 262,306.89