

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-228

“Delaware Valley Health Insurance Trust”

**ORDINANCE AUTHORIZING THE PARTICIPATION OF WORCESTER
TOWNSHIP IN THE DELAWARE VALLEY HEALTH INSURANCE
TRUST PURSUANT TO THE PENNSYLVANIA
INTERGOVERNMENTAL COOPERATION LAW.**

The Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania does hereby **ENACT** and **ORDAIN**:

Section 1. That the Chairman and Secretary of Worcester Township are hereby authorized to execute the Trust Agreement and any other agreements necessary for its participation in the Delaware Valley Health Insurance Trust. The Delaware Valley Health Insurance Trust Agreement is attached hereto as Exhibit “A” and incorporated herein by reference.

The Trust Agreement attached hereto is on file for inspection and review at the Municipal offices of Worcester Township, Montgomery County, Pennsylvania. This Trust Agreement may be subsequently modified or amended but in no event shall such amendments or modifications materially adversely affect the right of the Worcester Township to participate in the Delaware Valley Health Insurance Trust.

Section 2. That the participation of Worcester Township in the Delaware Valley Health Insurance Trust is authorized for the purpose of obtaining high quality health benefits at the most reasonable cost to the Worcester Township and its employees.

Section 3. As set forth in the Trust Agreement and as otherwise stated herein, the following conditions apply to the participation of the Worcester Township in the Delaware Valley Health Insurance Trust:

1. That each participating municipality must meet the admission and eligibility requirements set forth therein;
2. That each participating municipality agrees to pay all contributions when due as provided in the Trust Agreement and any by-laws thereafter adopted by the Trust;

3. That each participating municipality uses its best efforts to provide appropriations for the payment of any contributions required to achieve the purposes and objectives of the Trust;
4. That each participating municipality cooperate fully in achieving the purposes and objectives of the Trust;
5. That each participating municipality comply with all other conditions of the Agreement.

Section 4. That Worcester Township agrees to participate in the Delaware Valley Health Insurance Trust for a minimum of two years and thereafter may withdraw for any reason whatsoever provided that it has fulfilled all its financial obligations to the Trust upon withdrawal.

Section 5. The effective date of the participation of the Worcester Township in the Delaware Valley Health Insurance Trust will be **April 1, 2011.**

Section 6. Each participating municipality delegates to the board of Trustees of the Delaware Valley Health Insurance Trust the powers enumerated in the Trust Agreement.

Section 7. All contributions paid by Worcester Township shall be made with funds appropriated by Worcester Township for that purpose.

Section 8. The organizational structure of the Trust shall consist of a Board of Trustees and Executive Committee selected by the Board of Trustees in accordance with the Trust Agreement.

Section 9. The funds required for the operation of the Trust shall be provided by the participating municipalities through annual appropriations.

Section 10. The Delaware Valley Health Insurance Trust is empowered to enter into contracts for policies of group insurance and employee benefits, including social security for any of its employees.

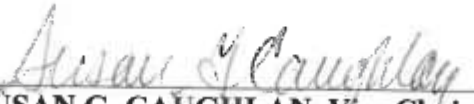
Section 11. As a condition of participating in the Delaware Valley Health Insurance Trust, Worcester Township agrees to comply with all the terms and conditions in the attached Trust Agreement.

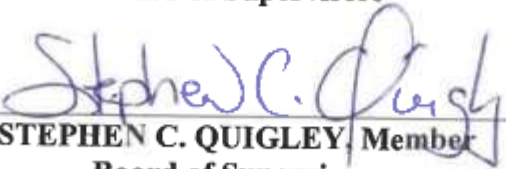
Section 12. This Ordinance is being enacted pursuant to the provisions of Intergovernmental Cooperation Law, Act of July 12, 1972, No. 180, as amended, 53 Pa. C.S.A., Sections 2301, et seq.

ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania this 19th day of January, 2011.

WORCESTER TOWNSHIP

By: 
ARTHUR C. BUSTARD, Chairman
Board of Supervisors

By: 
SUSAN G. CAUGHLAN, Vice Chair
Board of Supervisors

By: 
STEPHEN C. QUIGLEY, Member
Board of Supervisors

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester Township, at its public meeting on January 19, 2011, at 7:30 p.m. at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, will hold a public hearing on and could vote to adopt an Ordinance entitled "Delaware Valley Health Insurance Trust" authorizing the participation of Worcester Township in the Delaware Valley Health Insurance Trust by execution the Delaware Valley Health Insurance Trust Agreement in accordance with the Pennsylvania Intergovernmental Cooperation Law.

Copies of the proposed Ordinance and the Delaware Valley Health Insurance Trust Agreement are available for examination during normal business hours at the offices of *The Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania and the Worcester Township Building, 1421 Valley Forge Road, Worcester, Pennsylvania 19490, where a copy of the proposed ordinance and Agreement may also be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Worcester Township

DELAWARE VALLEY MUNICIPAL
HEALTH INSURANCE
TRUST AGREEMENT

4/1/99
(As amended as
of 1/1/11)

**DELAWARE VALLEY MUNICIPAL HEALTH INSURANCE
TRUST AGREEMENT**

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DELAWARE VALLEY MUNICIPAL HEALTH INSURANCE

TRUST AGREEMENT

This is the Intergovernmental Agreement, hereafter known as the Delaware Valley Municipal Health Insurance Trust Agreement, dated as of April 1, 1999, by and among the participating local government agencies and entities of the Commonwealth of Pennsylvania which are now and hereafter parties signatory to this Agreement and listed in Appendix "A" hereof, as may be amended from time to time, and those Trustees (as hereinafter defined) listed in Appendix "B" hereof, as may be amended from time to time.

WITNESSETH:

WHEREAS, certain municipalities, school districts, counties, authorities and various intergovernmental entities (including commissions) in the Commonwealth of Pennsylvania desire to enter into and create a self-insured governmental multiple employer welfare arrangement and/or health insurance trust pursuant to all applicable federal and state laws, including the Pennsylvania Constitution, the Pennsylvania Intergovernmental Cooperation Law, 53 Pa. C.S.A. §§2301 et seq.; the Municipality Authorities Act of 1945, 53 Pa. C.S.A. §5601, et seq.; and the Pa. Political Subdivision Tort Claims Act, 42 Pa. C.S.A. §8541, et seq.

WHEREAS, the purpose of the self-insured governmental multiple employer welfare arrangement and/or health insurance trust created by this Agreement is to provide comprehensive, high quality health benefits for the employees and their dependents, and retirees of the municipalities, school districts, counties, authorities and intergovernmental entities (including commissions) who are parties to this Agreement, while allowing them to better control the cost and availability of those health benefits;

WHEREAS, the municipalities, school districts, counties, authorities and intergovernmental entities (including commissions) who are parties to this Agreement (hereinafter referred to as the "Participants") have hereby created the Delaware Valley Municipal Health Insurance Trust for the purpose of implementing the multiple employer welfare arrangement and/or health insurance trust set forth in this Agreement;

WHEREAS, the Delaware Valley Municipal Health Insurance Trust shall administer and/or oversee the administration of the Health Benefit Plans that will provide benefits to all Participants' employees, or any class or classes thereof, their dependents and eligible classes of the Participants' retirees, for health,

hospitalization, medical, surgical, dental and other health care services;

WHEREAS, THE Health Insurance Plans provided under this Agreement are "governmental plans" within the meaning of the Employee Retirement Income Security Act of 1974 (Public Law 93-406), 29 U.S.C. § 1002 (32);

WHEREAS, monies will be paid initially by all Participants and continue to be paid from time to time by Participants to a Board of Trustees (the "Trustees"), which funds will constitute trust funds to be held for the exclusive benefit of the Participants;

WHEREAS, all initial Participants entered into this Trust Agreement with a promise to make an initial capitalization contribution and monthly contribution payment by no later than January 1, 1999, or at some other date to be determined by the Board of Trustees;

WHEREAS, the Participants desire the Trustees to collect, receive, hold, invest, reinvest, manage, dispose of, distribute, and otherwise to administer the Trust funds, and the Trustees have indicated their willingness to do so, all pursuant to terms of this Agreement; and

WHEREAS, the Trustees and the Participants desire to establish the terms and conditions under which the Trust will be operated.

NOW, THEREFORE, in consideration of the promises and the mutual covenants contained herein, and for other good and valuable consideration, the receipt of which is hereby acknowledged by each party, one to the other, the Participants do hereby give and assign in trust the initial sums described in the attached Schedule 1 and all income and profits therefrom, and such other sums, income and profits as hereinafter may be made part of the Trust, to the Trustees, and the Trustees hereby accept the trusts herein contained and the funds described in the attached Schedule 1 and declare that they will administer, manage, collect, receive, dispose of, and distribute such trust property for the benefit of the Participants as hereinafter provided, all parties agreeing to abide by the terms and covenants contained in this Agreement, as follows:

ARTICLE I

DEFINITIONS

1.01 Definitions. The terms defined in this Section 1.01 and in the preambles hereto (except as herein otherwise expressly provided or unless the context otherwise requires) for all purposes of this Agreement and of any amendment or supplement hereto shall have the respective meanings specified in this Section 1.01 and said Preamble.

Actuary - The actuarial firm selected by the Trustees, whose duties shall include, but not be limited to, the evaluation of underwriting or loss data submitted by eligible Participants and the rendering of opinions and certifications as required by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Adjustments - A decrease or increase of a Participant's annual contribution as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Administrator or Trust Administrator - The individual or entity responsible for the day to day operations of the Trust.

Agreement or Trust Agreement - The Delaware Valley Municipal Health Insurance Trust Agreement, as set forth herein and as amended from time to time.

Application - The documents which must be submitted by all eligible applicants for admission to the Trust, including, but not limited to, any claims and census data, or any other information which an eligible applicant may be required to provide for admission to the Trust.

Assessments - Any additional payment(s) to the Trust which a Participant may be required to make as determined by the Board of Trustees in accordance with the Trust Agreement and By-Laws.

Board of Trustees - The governing body of the Delaware Valley Municipal Health Insurance Trust whose members are selected in accordance with the Trust Agreement and By-Laws.

By-Laws - The By-Laws governing the operation of the Trust as adopted and amended by the Board of Trustees in accordance with this Agreement.

Capitalization Contribution - Payments made by the initial Participants to create the Trust.

Contact Person - An individual designated by each Participant as a liaison between that Participant and the Board of Trustees, and the Trust's officers, employees or agents.

Contribution or Premium - The amount of money determined by the Board of Trustees and charged to each Participant during the Trust Year in exchange for the benefits as adjusted on a monthly basis under the Health Benefit Plans.

Coverage Period - The one year period in which each Participant will be provided coverage under the Health Insurance Plans in exchange for monthly contribution payments for that coverage period.

Dividends - Monies paid to Participants as determined by the Board of Trustees which are in excess of those funds required for the payment of claims and administrative expenses.

Effective Date - A date determined by the Trustees on which a Participant will be provided health benefits as set forth in the Health Benefits Plans.

Executive Committee - The committee appointed by the Board of Trustees in accordance with this Agreement and the By-Laws.

Expulsion - The involuntary removal or termination of a Participant from the Trust by action of the Trustees as provided in this Agreement and any applicable By-Laws.

Fiscal Agent(s) - Financial institutions selected by the Board of Trustees to handle and invest the monies held in the various funds administered by the Trust in accordance with this Agreement and any applicable By-Laws.

Fund - A fund established by the Board of Trustees in accordance with the Trust Agreement and By-Laws for the purpose of paying all claims and administrative expenses of the Trust.

Group Master Health Benefits Contracts - The contracts or agreements between the Trust and the company selected by the Board of Trustees to administer the Health Benefit Plans.

Health Benefits - Various forms of health insurance benefits provided by and/or through the Trust, including hospitalization, medical, surgical, dental and other health care services.

Health Benefit Plans - Any documents containing a description of the health benefits provided by and/or through the Trust, and the terms and conditions applicable thereto.

Initial Participants - Those Participants who are initial signatories to this Agreement and become Participants in the Trust on or before January 1, 1999.

Local Government - Any political subdivision or local agency of the Commonwealth of Pennsylvania as defined in the Pennsylvania Intergovernmental Cooperation Law, the Pennsylvania Political Subdivision Tort Claims Act and the Municipality Authorities Act of 1945. This definition includes any townships, boroughs, school districts, counties, authorities and intergovernmental entities eligible for participation in the Delaware Valley Municipal Health Insurance Trust.

Participant - Any township, borough, school district, county, authority or any intergovernmental entity (including commissions) eligible to participate in the Trust which becomes a party to this Agreement and whose participation in the Trust has not been terminated in accordance with this Agreement and any applicable By-Laws.

Rate Stabilization Fund - A fund established by the Trust which can be used by Participants to reduce the cost of their annual premiums or contributions.

Service Agents - One or more service companies or consultants employed by the Trustees to be responsible for underwriting matters, claims administration, loss control, accounting and such other duties as determined by the Board of Trustees and specified by contract.

Service Contract - Any contract for service between the Trust and a Service Agent.

Surplus - Net worth of the Trust since its inception.

Termination or Terminated - The voluntary withdrawal of a Participant from the Trust in accordance with this Agreement and any applicable By-Laws.

Third Party Administrator - The company retained by the Trust to administer the payment of benefits under the Health Benefits Plans and in accordance with the Group Master Health Benefits Contracts.

Trust - The Delaware Valley Municipal Health Insurance Trust, a/k/a the Delaware Valley Health Insurance Trust.

Trust Year - The first fiscal year of the Trust shall commenced on April 1, 1999 and ended on December 31, 1999.

Thereafter, the Trust fiscal year shall run from January 1 to December 31 of all subsequent years.

Trustee - Each person serving as a member of the Board of Trustees referred to from time to time, collectively as the "Trustees" or "Board of Trustees" or "Board".

Underwriting Consultant - Advisor or firm selected to assist the Trust with underwriting and rating requirements for current Participants and new applicants.

1.02 Interpretation. The words "hereof", "herein", "hereunder", and other words of similar import refer to this Agreement as a whole. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Words importing the singular number shall include the plural number and vice versa unless the context shall otherwise indicate. Headings or titles to Articles, Sections, and other subdivisions of this Agreement are for convenience only and shall be given no effect, meaning, or construction whatsoever and shall not define or limit any provision of this Agreement.

ARTICLE II

TRUSTEES

2.01 Qualifications of a Trustee.

(a) A Trustee shall be either (1) an elected or appointed official of a Participant, including any Township or Borough Managers, or (2) an employee of a Participant with expertise in finance or health benefits.

(b) A Trustee shall not be employed by or have any direct or indirect financial interest in any Service Agent or other organization providing service to the Trust.

2.02 Composition of Board of Trustees.

The Trust shall be governed by a Board of Trustees. No Participant shall be represented by more than one Trustee on the Board of Trustees. However, a Participant may authorize its Trustee to appoint an Alternate for a scheduled meeting or event of the Board. An Alternate shall have the full voting rights and powers granted to the Trustee. All members of the initial Board of Trustees were appointed to serve a term commencing upon April 1, 1999 and expiring on December 31, 1999.

2.03 Election of Trustees.

The initial Board of Trustees shall provide in the By-Laws for the form and method of election of subsequent Trustees.

2.04 Resignation of a Trustee.

A Trustee may resign by giving at least thirty (30) days prior notice in writing sent by registered mail to the Chairman of the Trustees. Such notice shall state the date said resignation shall take effect, and such resignation shall take effect on such date.

2.05 Removal of Trustees.

A Trustee may be removed from office in accordance with the By-Laws if he fails, or subsequently ceases, to meet the qualifications of Section 2.01 hereof; and may be removed if he fails to attend three (3) consecutive meetings of the Board or is terminated for cause by a 2/3 vote of the Trustees. Upon removal of a Trustee, the position shall be filled pursuant to Section 2.06 hereof.

2.06 New Trustees.

(a) In the event a Trustee resigns, is removed or is otherwise unable to serve, the Participant represented by that Trustee shall appoint a replacement to complete the original Trustee's term of office.

(b) Any Trustee, upon leaving office, shall forthwith turn over and deliver to the principal office of the Trust, any and all records, books, documents or other property in his possession or under his control which belong to the Trust.

2.07 Board Chairman and Executive Committee.

The Trustees shall elect a Chairman of the Board by simple majority vote whose duties shall be set forth in the By-Laws. The Trustees shall also appoint an Executive Committee by majority vote consisting of not less than five (5) Trustees, two of whom will be the Chairman and Vice Chairman of the Board of Trustees. The Trustees may delegate in writing to the Executive Committee such powers and duties as the Trustees deem appropriate and desirable except the exercise of those powers for which a two-thirds majority vote of the Trustees is required. The Executive Committee shall meet as determined by the Chairman of the Board of Trustees.

ARTICLE III

PARTICIPANTS

3.01 Eligibility Requirements.

(a) Participation in the Trust shall be limited to municipalities, school districts, counties, authorities and any intergovernmental entities (including commissions) of the Commonwealth of Pennsylvania that otherwise satisfy the underwriting standards and other eligibility requirements set forth in this Agreement. The Executive Committee reserves the right to require any applicant to pay an application fee.

(b) Each Participant shall meet the underwriting standards and other requirements established by the Board of Trustees.

(c) Each Participant shall have a loss or claims history which does not present an undue risk to the actuarial soundness of the Trust.

(d) Each Participant must receive a positive recommendation from the Underwriting Consultant or manager prior to acceptance. This recommendation will be based upon an analysis conducted by the underwriting consultant which may include an evaluation of the applicant's loss or claims history, if such data is available.

(e) Each Participant must be professionally managed, utilizing International City Management Association ("ICMA") Recognition Criteria, or satisfy equivalent management criteria adopted by the Executive Committee.

(f) Each Participant must agree to make a commitment to participate in the Trust for a minimum period of at least two (2) years, which period is necessary to assure the fiscal and actuarial soundness of the Trust.

(g) The Board of Trustees may establish additional requirements for participation in the Trust by majority vote.

3.02 Approval of Participants.

(a) Initial Participants who are signatories to this Agreement as of April 1, 1999 must have submitted all required underwriting information to the Delaware Valley Municipal Health Insurance Cooperative ("DVHIC"); such application must be approved by majority vote of the DVHIC Executive Committee. The effective

date for admission of all initial Participants shall be April 1, 1999. The coverage period for all initial Participants under the Health Benefits Plans shall commence on April 1, 1999 upon payment of the initial contribution.

(b) All subsequent applicants must be approved by two-thirds (2/3) majority vote of the Board of Trustees. The Administrator must certify in writing that the successful applicant has met all the requirements for admission to the Trust.

(c) All subsequent applicants who are not members of the Delaware Valley Municipal Health Insurance Cooperative must pay an application fee as determined by the Executive Committee.

(d) Subsequent applicants must provide all underwriting information requested by the Executive Committee, including any census and claims data as may be available.

(e) Each Participant shall submit evidence satisfactory to the Trustees of approval for participation by its governing body, including any ordinances or resolutions which may be required under state law.

(f) Upon approval of all subsequent Participants by the Board of Trustees, the Board shall establish the effective date for the benefits provided to that Participant under the Health Benefits Plans.

(g) Upon execution of this Agreement the applicant shall become a Participant in the Trust and shall be bound by all terms and conditions hereof, including the payment of all contributions when due.

3.03 Contributions.

(a) Contributions shall be established by the Executive Committee in consultation with the underwriting consultant, the Trust Actuary and the Third Party Administrator. The rates upon which the monthly Contribution is based shall be established at least thirty (30) days before commencement of the Trust Year.

(b) Contributions shall be due and payable as determined by the Executive Committee, in accordance with this Agreement and the Trust By-Laws.

3.04 Obligations, Duties and Liabilities of Participants.

(a) Each Participant agrees to fulfill all obligations and duties set forth in this Agreement. The withdrawal or

expulsion of any Participant pursuant to this Article III shall not affect this Agreement nor the Trust created herein, except where otherwise expressly provided.

(b) Each Participant is liable under this Agreement for the payment of contributions.

(c) Each Participant will use its best efforts to provide appropriations for the payment of any contributions and assessments required by the Trust.

(d) Each Participant agrees to institute any and all reasonable procedures that may be required by the Trustees for the purpose of minimizing or eliminating health hazards or risks that could contribute to losses, subject to any collective bargaining agreements.

(e) Each Participant agrees that it will cooperate fully with the Trust's Service Agent(s), attorneys, Third Party Administrator and any other agent or employee of the Trust in relation to the purposes and powers of the Trust, including, but not limited to, the evaluation and payment of claims.

(f) Each Participant agrees to designate a Contact Person to be responsible for all contacts with the Trust. The Trustees, the Administrator and the service agent(s) shall not be required to contact any other individual except the Contact Person in dealing with the Participant. Any notice to or any agreements with the Contact Person shall be binding upon the Participant. Each Participant reserves the right to change the Contact Person from time to time by giving written notice to the Administrator.

(g) The Participants will furnish to the Trustees such underwriting information as may be required by the Executive Committee prior to the end of the Trust Year, and any other information which may be requested by the Board or the Executive Committee.

(h) Participants hereby acknowledge and agree that this Agreement may be amended, altered or modified pursuant to Article VIII hereof. Any amendment adopted pursuant to the provisions of Article VIII hereof shall be considered by each Participant to be a reasonable and proper amendment to the Agreement.

(i) As further provided in Section 6.03, all coverage-related grievances and complaints by enrollees must be submitted and resolved in accordance with the applicable Health Benefit Plans and Group Master Health Benefit Contract(s), subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

(j) The Participants further agree that once a decision is rendered by the Board of Trustees in a dispute regarding the expulsion or withdrawal of a Participant, the Board's decision shall be final and legally binding on the Participant and the Trust. Neither the Trust nor the Participant shall have any right to challenge the Board's decision in any arbitration proceeding or in any action before any court of competent jurisdiction. That notwithstanding, the Participants and the Trust only reserve the right to file an action in such a court solely to enforce the decision by the Board.

3.05 Expulsion and withdrawal of Participants.

(a) Expulsion. The Trustees shall have the authority by an affirmative vote of two-thirds (2/3) of all Trustees to expel any Participant from the Trust for cause, including but not limited to, the following:

- (1) Failure to pay any contributions or assessments when due;
- (2) Failure to implement any reasonable measures or guidelines established by the Executive Committee;
- (3) Failure to cooperate with any claims personnel or agents of the Trust;
- (4) Failure to provide any information requested by the Administrator, Board of Trustees or any agent or representative of the Trust as required for the evaluation and payment of any claims covered under the Health Benefits Plans;
- (5) Knowing and willful failure to observe and perform any covenants, conditions or agreements on its part to be observed or performed in the Trust Agreement and any related documents or agreements, including the Health Benefits Plans;
- (6) The filing of a petition in bankruptcy, or the subjection of any right or interest of a Participant under the Health Benefits Plans to any execution, garnishment, attachment, adjudication of such Participant as a bankrupt, assignment by such Participant for the benefit of creditors, or the approval by a court of competent jurisdiction of a petition

applicable to that Participant in any proceedings instituted under the provisions of the federal bankruptcy code, as amended, or under any similar state or federal statute which may thereafter be enacted;

- (7) The assignment by a Participant of any right, interest or obligation in this Trust Agreement without first obtaining the approval of a two-thirds majority of the Board of Trustees.
- (8) Knowingly taking any action detrimental to the fiscal and/or actuarial soundness of the Trust.

Expulsion shall become effective after sixty (60) days written notice to the Participant, or ten (10) days written notice for non-payment of Contribution, and no liability shall accrue to the Trust after the effective date of expulsion except as provided in Section 3.05(c) hereof.

All decisions by the Board expelling a Participant shall be final with no right for a further appeal or arbitration of that decision. The Participant whose expulsion is sought shall have a full and fair opportunity to appear before the Board and present any evidence on its behalf before the Board renders its decision.

The Participant, upon notification of expulsion, understands coverage will terminate and the Participant will be responsible to secure adequate health benefits coverages so that such coverages are in effect on the effective date of the Participant's expulsion.

Upon expulsion, a Participant shall forfeit any and all of its rights to any dividends and Rate Stabilization Fund monies to which it may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

Upon expulsion, a Participant may be required to pay additional assessments as determined by the Board of Trustees. A Participant may be required to pay assessments after the effective date of its expulsion caused by deficits which occurred because of claims which were paid while that Participant was afforded coverage by the Trust.

(b) Withdrawal by a Participant. As provided herein, each Participant hereby agrees that it shall not withdraw from the Trust for a period of two (2) years from the date upon which it

was first admitted as a Participant. In addition, it is also agreed that each Participant may withdraw from the Trust after giving one hundred twenty (120) days prior written notice to the Board of Trustees at any time after the expiration of the two year period unless:

(1) An opinion is rendered by the Trust's Actuary or underwriting consultant that such withdrawal will result in the number of Participants falling below the minimum required to assure the fiscal and actuarial soundness of the Trust itself;

(2) The withdrawing Participant is then in default of its obligation to pay contributions or assessments.

The above conditions notwithstanding, the Executive Committee may allow a Participant to withdraw from the Trust even if condition (2) has not been met, without waiving the Trust's right to recover any outstanding contributions or assessments from that Participant.

Upon the effective date of withdrawal, or at any time thereafter, a Participant may be required to pay additional assessments as required by the Board of Trustees in accordance with this Agreement and the By-Laws based upon any deficits which were caused by any claims paid while that Participant was provided coverage under the Health Benefits Plans. Upon withdrawal, a Participant shall forfeit any of its rights to dividends and any Rate Stabilization Fund monies to which the Participant may otherwise be entitled during the last year of the Participant's membership in the Trust and all times thereafter.

If there is a dispute over the withdrawal of a Participant, that Participant will have a full and fair opportunity to present any relevant evidence or information to the Board of Trustees who shall decide the dispute by majority vote. All decisions by the Board of Trustees regarding the withdrawal of a Participant shall be final, with no right for a further appeal or arbitration of that decision.

(c) Liability of Trust after Withdrawal or Expulsion of a Participant.

(1) For those claims for benefits covered and payable under the Health Benefits Plans, the Trust shall continue to service and otherwise be responsible for any covered claims incurred prior to expulsion or withdrawal of a Participant.

(2) In addition to forfeiture as provided in subsections 3.05 (a) and (b) above, no dividends or Rate Stabilization Fund monies shall be paid to a Participant who has been expelled or has voluntarily withdrawn after the effective

date of withdrawal or expulsion.

ARTICLE IV

ACCEPTANCE OF TRUST

4.01 Acceptance. Trustees hereby accept the trusts imposed upon them by this Agreement and agree to perform said trust in accordance with the terms and conditions of this Agreement. Trustees shall hold legal title to all property of the Trust and shall have absolute and exclusive power and control over the management and conduct of the business of the Trust.

4.02 Future Trustees. Whenever any change shall occur in the Board of Trustees, the legal title to the property hereby created by this Trust shall pass to those duly appointed Trustees. Each future Trustee appointed in accordance with this Agreement shall accept the Office of Trustee and the terms and conditions of this Agreement in writing.

4.03 Trustees' Duties and Obligations. The Trustees shall discharge their duties and obligations under this Agreement solely in the interests of the Participants with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

The Trustees shall adopt By-Laws for the management and control of the Trust, so long as such By-Laws are not inconsistent or in conflict with the terms and provisions of this Agreement. Said By-Laws may be amended by the Trustees as they shall provide.

4.04 Liability of Trustees.

(a) The Trustees shall not be liable for errors of judgment either in holding property originally conveyed to them, in acquiring and afterwards holding additional property, in the performance of their duties hereunder, nor for any act or omission to act, performed or omitted by them, in the execution of the trusts created hereunder.

(b) Every act done, power exercised or obligation assumed by the Trustees, pursuant to the provisions of this Agreement, or in carrying out the trusts herein contained, shall be held to be done, exercised or assumed by them as Trustees and not as individuals, and any person or corporation contracting with the Trustees, shall look only to the Trust and property of the Trust available for payment under such contract, or for the

payment of any debt, mortgage, judgment or decree or the payment of any money that may otherwise become due or payable on account of the trusts herein provided for, and any other obligation arising out of this Agreement in whole or in part, and neither the Trustees nor the Participants, present or future, shall be personally liable therefore.

(c) Notwithstanding the provisions of (a) and (b) above, a Trustee shall be personally liable in connection with the performance of his duties hereunder for his own willful misconduct or gross negligence.

(d) The Board of Trustees shall use their best efforts to purchase so-called directors and officers liability insurance.

ARTICLE V

OPERATION OF THE TRUSTEES

5.01 Office. The Trustees shall designate a principal office of the Trust. Such principal office shall be in the County of Montgomery in the Commonwealth of Pennsylvania. At such principal office there shall be maintained the books, reports and records pertaining to the Trust and its administration.

5.02 Meetings. There shall be an annual meeting of the Trustees on a day and at a place designated by the Trustees. At the annual meeting the Trustees shall elect a Chairman and such other officers as provided in the By-Laws and transact such other business as may come before them. The Trustees shall hold such other meetings and shall establish such procedures for the conduct of those meetings as they shall provide in the By-Laws.

5.03 Extraordinary Votes. Unless otherwise specifically stated in this Agreement, an affirmative vote of two-thirds (2/3) of all Trustees shall be required to expel or admit a Participant, and amend this Agreement.

5.04 Indemnification.

(a) The Trust shall indemnify and defend: (i) each member of the Board of Trustees and the estate, executor, administrator, personal representatives, heirs, legatees and devisees of any such person; and (ii) every officer and employee of the Trust and the estate, executor, administrator, personal representatives, heirs, legatees or devisees of such person; against all claims, suits or judgments including interest, fines, amounts paid or agreed upon in settlement, reasonable costs and expenses including attorneys, fees and any other liability that may be incurred as a

result of any claim, action, suit or proceeding, whether civil, criminal, administrative, or other, prosecuted or threatened to be prosecuted, for or on account of any act performed or omitted or obligation entered into, if done or omitted in good faith without intent to defraud and within what he reasonably believed to be the scope of his employment or authority and for a purpose which he reasonably believed to be in the best interest of and in connection with the administration, management, conduct or affairs of the Trust, and with respect to any criminal actions or proceedings, in addition, had no reasonable cause to believe that his or its conduct was unlawful. Provided, however, that if any such claim, action, suit, or proceeding is compromised or settled, it must be done with the prior and express approval of the Board of Trustees or such other persons as may be authorized to make determinations with respect to indemnification pursuant to subparagraph (d) of this Section.

(b) Such indemnification and defense shall not depend upon whether or not such person is a member of the Board of Trustees at the time such claim, action, suit or proceeding is begun, prosecuted or threatened.

(c) The right of indemnification and defense hereunder shall not be exclusive of other rights such person or Board may have as a matter of law or otherwise.

(d) In each instance in which a question of defense and/or indemnification hereunder arises, determination to indemnification hereunder, and the time, manner and amount of payment thereof, shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification hereunder as a result of the same occurrence or the number of Board of Trustees members eligible to vote does not constitute a quorum, such determination in the first instance shall be made by independent legal counsel retained by the Trust for the purpose of making the determination. Nothing in this paragraph is intended to make an adverse determination finally binding upon the person seeking indemnity under this Section, or to preclude any such person from appealing an adverse determination against him or it, or from instituting legal proceedings to enforce a right of indemnification under this Section.

(e) The indemnification and defense provided for in this Section shall be deemed to be an expense of the Trust which may be paid from the operating funds.

(f) The indemnification and defense provided by this Section shall be secondary to any benefits which the person may be entitled to receive from any applicable insurance policy providing Directors and officers, Errors and Omissions or other applicable insurance coverages which have been procured by the Trust or for which the Trust paid the required premium. The indemnification provided by this Section shall be primary over any indemnification provided by a trustee at his or her own expense.

(g) (1). Notwithstanding any other provision of this Section to the contrary, a person may seek, and the Trust may pay, advance indemnification prior to the rendering of a final determination of entitlement to indemnification pursuant to the provisions of subparagraph (d) of this Section. Any award of such advance indemnification by the Trust shall be discretionary and subject to the provisions of this Section.

(2) In each instance where a question of advance indemnification hereunder arises, determination of the right to indemnification and of any conditions or restrictions attached thereto shall be made by a majority vote of a quorum of the Board of Trustees provided, however, that no member of the Board of Trustees seeking indemnification hereunder as a result of the same occurrence shall participate in the determination. In the event that a majority of the members of the Board of Trustees are seeking indemnification as a result of the same occurrence or the number of members of the Board of Trustees eligible to vote does not constitute a quorum, such determination shall be made by independent legal counsel retained by the Trust for the purpose of making the determination.

(3). Any determination of advance indemnification shall be discretionary and may provide for the time, manner and amounts advanced hereunder and shall include such limitations as may be deemed appropriate in the particular circumstances on rate of payment, the total amount to be advanced and the security, if required, for repayment of such advances.

(4). Any advance authorized hereunder shall be repaid to the Trust if the person on whose behalf the advance was made is not entitled to indemnification of his costs and expenses under the provisions and in accordance with the standards for indemnification provided in this Section.

ARTICLE VI

PURPOSE OF THE TRUST; POWERS OF TRUSTEES

6.01 Purposes of Trust. The purposes and objectives of the Trust are as follows:

(a) To provide high quality health benefits for each Participant at the lowest possible cost;

(b) To minimize and better control claims handling and administrative expenses;

(c) To protect each Participant from the volatility and high premiums of the commercial health insurance markets; and

(d) To take whatever other action which may be necessary to preserve and protect the fiscal and actuarial integrity of the Trust, as provided in the Trust Agreement and By-Laws.

The association being formed hereunder is intended to be a trust under the laws of the Commonwealth of Pennsylvania.

It is the express intent of the Participants entering into this Trust Agreement that they do not intend to waive, and are not waiving, any of the immunities which they or their commissioners, supervisors, council persons, officers or employees have now, and may have in the future, under the Pennsylvania Political Subdivision Tort Claims Act, any other applicable statutes or under the common law.

6.02 Powers of Trustees. The Trustees shall have the power to control and manage the Trust and to perform such acts, enter into such contracts, engage in such proceedings, and generally to exercise any and all rights and privileges, although not specifically mentioned herein, as the Trustees may deem necessary or advisable to administer the Trust or to carry out the purposes of this Agreement. Any determination made by the Trustees in the exercise of these powers shall be binding upon all Participants. In addition to the powers set forth elsewhere in this Agreement, the powers and duties of the Trustees in connection with their managing and controlling the Trust shall include, but shall not be limited to, the following:

(a) To see that the Trust is safely and prudently administered to insure its financial stability and to be responsible for the investment of Trust monies at the best return possible in accordance with all applicable state and federal law.

(b) To receive, hold, manage, invest, reinvest, and control all monies at any time forming part of the Trust.

(c) To purchase contracts of insurance or reinsurance through such broker or brokers as the Trustees may choose and to pay premiums on such policies.

(d) To borrow or raise money for the purpose of financing any self-insurance reserves of the Trust to the extent authorized under state and federal law. However, no such debt shall be incurred by the Trust, its Participants or any entity created for that purpose without the consent of all Participants and compliance with all state and federal laws.

(e) To hold cash, uninvested, for such length of time as the Trustees may determine without liability for interest thereon.

(f) To make, execute, acknowledge and deliver any and all documents of transfer and conveyance, including, but not limited to, deeds, leases, mortgages, conveyances, contracts, waivers and releases, and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(g) To employ suitable agents, advisors and other persons as the Trustees may deem necessary and advisable for the efficient operation and administration of the Trust, to delegate duties and powers hereunder to such agents, advisors and employees and to charge the expense thereof to the Trust. Trustees are entitled to rely upon and may act upon the opinion or advice of any attorney or Service Agent approved by the Trustees in the exercise of reasonable care. Trustees shall not be responsible for any loss or damage resulting from any action or non-action made in good faith reliance upon such opinion or advice. All delegated authority shall be specifically defined in the By-Laws or the written minutes of the Trustees' meetings.

(h) To continue to have and to exercise, after the termination of the Trust and until final distribution, all of the title, powers, discretion, rights and duties conferred or imposed upon the Trustees hereunder, or by law.

(i) To construe and interpret this Trust Agreement and any related documents, including the Participation Agreement, By-Laws, and the Trust Coverage Document.

(j) To receive from Participants and other relevant sources, such information as shall be necessary for the proper administration of the Trust.

(k) To maintain bank accounts for the administration of the Trust and to authorize certain Trustees, the Trust Administrator, Service Agent or other appropriate persons to make

payments from any such account for purposes of the Trust.

(l) To receive and review reports of the financial condition and of the receipts and disbursements of the Trust.

(m) To adopt By-Laws, rules, regulations, formulas, actuarial tables, forms, and procedures by resolution from time to time as they deem advisable and appropriate for the proper administration of the Trust, including membership criteria, provided the same are consistent with the terms of this Agreement.

(n) To have a judicial settlement of their accounts and judicial determination of any questions in connection with their duties and obligations hereunder, or in connection with the administration or distribution thereof. The costs and expenses, including accounting and legal fees, for such judicial settlement of accounts or other judicial determination shall be paid by the Trust as a general administrative expense to the extent permitted by applicable law.

(o) To purchase as a general administrative expense of the Trust so-called directors and officers liability insurance and any other types insurance for the benefit of the Trust, the Trustees, Trust employees, or agents, including group insurance, employee benefits and social security.

(p) To enter into any and all contracts and agreements for carrying out the terms of this Agreement and for the administration and operation of the Trust and to do all acts as they, in their discretion, may deem necessary or advisable, and such contracts and agreements and acts shall be binding and conclusive on Participants and Participants, employees. All such contracts and agreements, or other legal documents herein authorized, shall be approved by the Trustees and shall be executed by individuals authorized by the Trustees. This paragraph does not apply to the issuance of municipal debt for the funding of any self-insurance reserves.

(q) To write off as uncollectible any Participant's Premium or any other indebtedness or other obligation as the Trustee may deem appropriate. A decision to write off as uncollectible shall be deemed appropriate if the Trustees determine that the unlikelihood of collection or the anticipated expense of collecting justifies such action. This paragraph does not apply to the issuance of debt for the funding of any self-insurance reserves.

(r) To receive premiums, premiums or assessments from any source whatsoever but such premiums, contributions or payments may not be utilized for any purpose unrelated to the purposes herein provided.

(s) To pay or contest any claim or to settle a claim by or against the Trust or any of its Participants by negotiation, compromise, arbitration, or otherwise.

(t) To pay taxes, assessments, and other expenses incurred in the collection, care, administration, and protection of the Trust.

(u) To review Applications for memberships in the Trust submitted to them and to approve or disapprove such Applications.

(v) To expel or cancel the coverage of any Participant in accordance with the terms of this Agreement.

(w) To amend the Health Benefits Plans and Group Master Health Benefits Contracts.

(x) To make provision for proper accounting and reporting procedures for each of the Participants so that the Participants shall be informed at all times of the nature of the claims arising within their jurisdiction, the manner in which these claims are being handled, and the impact of those claims upon the Trust.

(y) To purchase an employee fidelity bond covering the Trustees, the Administrator and such others as the Trustees may determine.

(z) To require assessments from each Participant in an amount equal to the ratio of that Participant's annual contribution to the total annual contributions paid by all Participants in the year in which a deficit occurred. Such payment shall not exceed two (2) times the Participant's total contribution for the year in which the assessment must be paid. Such amounts shall be certified by the Board as necessary for that purpose to the Participants.

(aa) To hold all property received by the Trustees, which together with the income and gains therefrom and additions thereto, shall constitute the corpus of the Trust.

(bb) To appoint for a fee or otherwise, a Trust Administrator who shall act at the direction of the Trustees to implement the decisions of the Trustees and to have direct responsibility for the operation and supervision of the Trust. The Trust Administrator shall not be an owner, officer or employee of the Service Agent or broker of the Trust.

(cc) To employ and oversee one or more independent

service companies and/or consultants to act as Service Agent(s). The services of a Service Agent shall be performed pursuant to a written agreement between the Service Agent and the Trust, and the Service Agent(s) shall be compensated from the Trust for such services. The Trustees may delegate to a Service Agent responsibility for underwriting matters, claims administration and disbursement, collection of Premiums, and other duties as are specified in the Service contract. The Trustees shall require any Service Agent who handles monies of the Trust to furnish an employee fidelity bond indemnifying the Trust. The proper limit of liability to be set for such bond shall be as determined by the Trustees, but not less than a fifty thousand (\$50,000) dollar limit per loss should be established.

(dd) To employ counsel to advise and represent the Trustees on legal matters relating to the operation and administration of the Trust, and represent Participants in the defense of claims or suits.

(ee) To employ an independent certified public accountant to conduct an annual audit of the financial statements of the Trust at the close of the Trust Year, such audit report to be submitted to the Participants no more than six (6) months after the close of the Trust Year.

(ff) To employ a Fiscal Agent and delegate to it the duties to hold the monies of the Trust and to invest and reinvest all or part of the principal and interest of the Trust's reserves, Surplus and other funds in accordance with the requirements of an investment policy adopted by a majority of the Board of Trustees.

(gg) To appoint any subcommittees of the Board as may be necessary for the operation of the Trust.

(hh) To employ an actuarial firm to review, at least annually, the expected losses and recommend reserve requirements for the Trust.

(ii) To provide for the resolution of all disputes between Participants and the Trust; and

(jj) To do all acts, whether or not expressly authorized herein, which the Trustees may deem necessary in the best interests of the Trust.

6.03 Payment of Claims and Claims Disputes. The payment of claims and the resolution of claims disputes will be done as set forth below.

(a) Acceptance and Denial of Claims - The acceptance and

denial of claims shall be made in accordance with the terms and conditions of the applicable Health Benefits Plans and the Group Master Health Benefits Contract(s), subject to the requirements of the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

- (b) Claims Disputes - All claims disputes shall be resolved in accordance with the internal appeals and external review procedures adopted by the Trust in accordance with the Patient Protection and Affordable Care Act and regulations promulgated thereunder, as well as any state laws and regulations which may also apply.

ARTICLE VII

OPERATION OF THE TRUST FUNDS; REVENUES

7.01 Payment of Contributions and Assessments. Each Participant hereby agrees to be jointly and severally obligated with all other Participants for the payments to the various funds established under the Trust as set forth below:

(a) Contributions - Contributions must be paid by each Participant as a condition for obtaining coverage for a single coverage period. Rates upon which those contributions are based shall be established, and may be adjusted upward or downward, on an annual basis, by the Executive Committee. Contributions shall include:

- (1) An amount for the payment of all Trust administrative expenses;
- (2) An amount for the payment of health benefits and related expenses; and
- (3) An amount paid as a risk margin payable to the Trust, from which all dividends will be paid.

(b) Assessments - Any additional payments to the Trust which a Participant may be required to make upon a finding by the Board of Trustees and the Underwriting Consultant that such assessments are required to preserve the fiscal and actuarial soundness of the Trust and its ability to pay claims and otherwise satisfy any outstanding indebtedness.

After the withdrawal or expulsion of a Participant, that Participant shall remain liable for any additional payments, including any assessments for any periods during which that Participant was provided coverage.

All assessments shall be made in an amount equal to the ratio of the Participant's annual contribution to the total annual contributions paid by all Participants in the Trust year in which a deficit occurred. No Participant shall be required to make any assessments in any single Trust year greater than two (2) times the annual contribution paid by that Participant for the Trust year in which the assessment is to be made.

7.02 Establishment of Bank Accounts. The Trust Administrator shall establish one or more checking accounts, which may be interest or non-interest bearing accounts, with the Fiscal Agent in the name of the Trust.

7.03 Dividends and Rate Stabilization Funds

(a) Dividends. Any funds in Surplus as the Trustees may deem necessary or prudent may be returned to the Participants as dividends by the Board of Trustees. Dividends to each Participant will be based upon the loss experience of the Trust as a whole, the size of each Participant's Contributions, and the loss experience of the individual Participant. No dividends shall be paid to any Participant unless the Trust Underwriting Consultant certifies in writing to the Executive Committee that said dividends shall not adversely affect the fiscal or actuarial soundness of the Trust and its ability to satisfy any indebtedness incurred by the Trust, any Participant or any other entity on behalf of the Trust in furtherance of its purposes and objectives.

(b) Rate Stabilization Fund ("RSF"). A fund established by the Board of Trustees as a way of returning surplus funds to Participants to be used as credits toward the payment of their annual contributions or premiums upon renewal. The total amount appropriated for the RSF is determined by the Executive Committee. Each Participant receives a share of that appropriation based on their proportion of the total annual premiums or contributions paid to the Trust and the losses incurred by the Trust.

7.04 Deficits. In the event of a deficit for any Trust Year, the deficit shall be made up from any of the following:

- (1) Any contributions paid by Participants in the Trust;

- (2) Unencumbered funds, including monies from the Surplus; and
- (3) Any assessments paid by Participants as required by the Board of Trustees.

7.05 Bonds. The Trustees may require that a fidelity bond be furnished as to all persons handling money for or on behalf of the Trustees, including but not limited to, individual Trustees, the Administrator and the Service Agent.

ARTICLE VIII

AMENDMENTS

8.01 Consent of Trustees. The terms and provisions of this Agreement may be amended at any time by a two-thirds (2/3) vote of the Trustees for one (1) or more of the following purposes:

(a) To cure any ambiguity, defect or omission in this Agreement;

(b) To change or modify any provision of this Agreement so as to comply with any applicable law, regulation or administrative ruling which may be in effect; or

(c) For any other purpose consistent with the purposes of the Trust.

8.02 Limitation on Amendments. No amendment shall be adopted which alters the basic purpose of the Trust or alters the rights of Participants to receive dividends as provided in Section 7.03 hereof or alters the obligation of Participants to pay any assessments which may be established under Section 7.01 hereof, which amendments would jeopardize the actuarial and fiscal soundness of the Trust.

ARTICLE IX

TERMINATION

9.01 Term of Trust. The Trust shall continue unless and until terminated pursuant to law or by an instrument in writing signed by two-thirds (2/3) of the entire Board of Trustees.

9.02 Termination of the Trust. In the event of

termination of the Trust, the Participants covenant and agree to make any provision for the payment of any outstanding municipal indebtedness and for the payment of claims against the Trust or its Participants as may be required by the Board of Trustees, including the deposit with the Trustees of funds, surety bonds, or such other guarantees of payment as deemed required and sufficient by the Trustees. Upon termination, the Trustees shall continue to serve as Trustees to wind up the affairs of the Trust, including providing for all outstanding obligations, and each Participant shall be entitled to receive distribution of its pro rata share of any remaining funds, the calculation of such distribution to be determined by the Trustees.

ARTICLE X

MISCELLANEOUS

10.01 Title to the Trust. Title to the Trust shall be vested in and remain exclusively in the Trustees to carry out the purposes hereunder and no Participant or any official, employee or agent of any Participant nor any individual shall have any right, title or interest in the Trust nor any right to Premiums made or to be made thereto, nor any claim against any Participant on account thereof, except to the extent of the right of Participants to receive their pro rata share of any excess funds as provided hereunder.

No Participant may assign any right, claim or interest it may have under this Agreement.

10.02 Execution of Documents. The Trustees may authorize any Trustee or the Administrator to execute any notice, certificate or other written instrument relating to the Trust (except an instrument of amendment or termination) and all persons, partnerships, corporations, or associations may rely upon such notice or instrument so executed as having been duly authorized and as binding on the Trust and the Trustees.

10.03 Notice. All notices, requests, demands and other communications related to this Agreement, unless otherwise so provided herein, shall be in writing and shall be deemed to be duly given when sent by first-class, registered or certified mail postage paid, return receipt requested, when personally delivered by hand, or when transmitted by electronic means, at such addresses as have been last provided to the Trust. The initial address for such notices, requests, demands or other communications to the Trustees and each Participant shall be provided to the Administrator.

The parties shall notify the Administrator as to any

change in address.

10.04 Construction. This Agreement shall be governed by the laws of the Commonwealth of Pennsylvania.

10.05 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, by the Trustees and the duly authorized representative of the Participant, of a counterpart signature page in the forms attached hereto, which together with this Agreement and all other duly executed signature pages shall constitute the complete Agreement among all the parties hereto.

10.06 Subrogation. Each Participant agrees that in the event of the payment of any loss by the Trust under this Agreement, the Trust shall be subrogated to the extent of such payment to all the rights of the Participant against any person or other entity legally responsible for damages for said loss, and in such event the Participant hereby agrees to render all reasonable assistance, other than pecuniary, to effect recovery.

10.07 Limitation of Liability. Liability of the Trust to any Participant is specifically limited to the payment of benefits payable in accordance with the Health Benefits Plans, the terms of this Agreement and any contracts or agreements entered into by the Trust. Nothing contained in this Agreement or in the By-laws thereto or the Health Benefits Plans shall be deemed to create any relationship of surety, indemnification or responsibility between Participants for the debts of or claims against any other Participant. The Trust, Participants and Trustees all hereby disclaim and deny any liability to any individuals for the failure to provide, or the quality of, any health care services covered under the Health Benefits Plans in accordance with all applicable federal and state laws and regulations.

10.08 Arbitration. Except for disputes regarding the expulsion or withdrawal of a Participant from the Trust and coverage disputes decided in accordance with Section 6.03, all other disputes arising under this Agreement must be resolved by an arbitration panel or some other alternative dispute resolution entity selected by the parties in accordance with guidelines and procedures adopted by the Board of Trustees. All decisions by the Board of Trustees regarding the expulsion or withdrawal of a Participant shall be final and not subject to arbitration or other alternative dispute resolution procedure. Decisions by the Trust Benefits Appeals Board shall be final and binding upon the enrollee and the Trust, and not subject to any further arbitration or alternative dispute resolution procedure. As to all disputes arising under this Agreement, neither the Trust nor the Participant may file suit in any court of law except to enforce a

decision by the Board of Trustees or to obtain injunctive or other equitable relief.

10.09 General Representations of Participants.

(a) The Participant is a body corporate and politic, a local political subdivision or a local agency, school district, county, authority or intergovernmental entity under Pennsylvania law. The Participant has the power to enter into this Agreement and any other documents in connection herewith and the transactions contemplated hereunder and thereunder. The party executing this Agreement on behalf of the Participant has full power and authority to execute same and any documents executed in connection herewith.

(b) This Agreement has been duly and validly executed and is a valid and binding agreement on the Participant under the laws of the Commonwealth of Pennsylvania, enforceable in accordance with its terms, subject to bankruptcy, insolvency and other laws affecting creditors' rights generally and such principles of equity as the court, in its discretion, may impose with respect to remedies which may require enforcement by a court of equity.

10.10 Severability of Invalid Provisions. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions contained in this Agreement and such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, and the remaining parts of this Agreement shall be construed so as to give practical realization to the purposes intended to be achieved by the parties as if such invalid or illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the Trustees, have executed this Trust Agreement, all as of the date above first mentioned.

WITNESS:

Secretary

President

IN WITNESS WHEREOF, the undersigned, a TOWNSHIP
of the Commonwealth of Pennsylvania, has caused this Trust Agreement to be executed as of 1/19/2011.

(Date)

Attest:

David R. Berman

By:

Arthur C. Bastard

(SEAL) Secretary

~~President~~
CHAIRMAN

CERTIFICATE OF AUTHORITY

I, DAVID R. BURMAN of WORCESTER TOWNSHIP
certify that the above signature has been fully authorized by
Ordinance Number 10-228 (attach copy of ordinance or other
authorization).

Date: 1/24/2011

Signed: David R. Burman

Secretary

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-229

"Grading and Excavations Ordinance"

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WORCESTER TO ADD A NEW CHAPTER 81 ENTITLED "GRADING AND EXCAVATIONS" SETTING FORTH THE FOLLOWING SECTIONS: TITLE; PURPOSE; DEFINITIONS; REMOVAL OF TOPSOIL; APPLICABILITY; PERMIT REQUIRED; EXCEPTIONS; PERMIT APPLICATION; PERMIT FEES; EXPIRATION OF PERMIT; EXTENSIONS; INSPECTIONS; EXCAVATIONS IN STEEP SLOPES; COMPACTION OF FILLS; DRAINAGE; MAINTENANCE; GENERAL REQUIREMENTS; FINAL GRADING INSPECTION; COMPLIANCE REQUIRED; NOTICE OF VIOLATION; ENFORCEMENT; AND VIOLATIONS AND PENALTIES.

The Board of Supervisors of Worcester Township does hereby **ENACT and ORDAIN:**

SECTION I. Amendment to the Code.

The Code of the Township of Worcester is hereby amended to add the following new Chapter 81 entitled "Grading and Excavations":

Chapter 81

GRADING AND EXCAVATIONS

§ 81-1. Title.

This chapter shall be known and may be cited as the "Worcester Grading and Excavations Ordinance".

§ 81-2. Purpose.

The purpose of this chapter is to provide minimum standards to safeguard persons, to protect property and to promote the public

welfare by regulating and controlling the design, construction, quality of materials, use, location and maintenance of grading, excavation and fill within the Township.

§ 81-3. Definitions.

Wherever used in this chapter, the following words shall have the meanings indicated:

BUILDING PERMIT – A permit issued by the Building Inspector, pursuant to the provisions of Township Ordinances, for the construction, erection or alteration of a structure or building.

EXCAVATION – Any act by which earth, sand, gravel, rock or any other similar material is cut into, dug, quarried, removed, displaced or bulldozed, and shall include the conditions resulting therefrom.

FILL – Any act by which earth, sand, gravel, rock or any other material is deposited, placed, pushed, dumped, pulled, transported or moved to a new location, and shall include the conditions resulting therefrom.

FLOODPLAIN – That area defined in "ZONING", Chapter 150, Article XX, of the Township Code, as the "Floodplain Conservation District". The floodplain definition contained therein shall be considered the definition of floodplain for all purposes and uses of this Ordinance.

GRADE – The elevation of the existing ground surface at the location of any proposed excavation or fill.

GRADING - Any excavation or fill which changes (or is proposed to change) an existing grade.

GRADING PERMIT – Any permit required under Section 6 hereof.

PERSON – A natural person, but shall also include a partnership or corporation.

SITE – A lot, tract or parcel of land, or a series of lots, tracts or parcels of land, joined together, where grading work is continuous and performed at the same time.

§ 81-4. Removal of topsoil.

The continuation of adequate topsoil on the land within the Township is considered necessary for the general welfare of the Township in the future development thereof. Thus, the permanent removal of topsoil from the land within the Township shall be prohibited. This prohibition shall not be construed to prohibit an owner of land in removing topsoil for the purpose of construction of a building and the regrading of the land surrounding the building following construction; provided, however, that upon completion of construction, there remains a minimum depth of four inches of topsoil per lot.

§ 81-5. Applicability.

New grading, excavations and fill, or changes, additions, repairs or alterations made to existing excavations and fills shall conform to the provisions of this chapter, except that this chapter shall not apply to:

- A. Work in a public street or alley, or in a Township park, playground or recreation area or on other public property.

§ 81-6. Permit required; exceptions.

No person shall commence or perform any grading, excavation or fill without first having obtained a grading permit from the Township Engineer. A separate grading permit shall be required for each site or lot in subdivision. One permit may cover both an excavation and any fill made on the same site or on the same lot in a subdivision. A grading permit will not be required in the following situations, but in all other respects, the provisions of this chapter shall apply:

- A. An excavation which does not exceed one (1) foot in vertical depth at its deepest point, measured from the natural ground surface, nor cover an area of more than five hundred (500) square feet. This exception shall not affect the applicability of this chapter to, or the requirement of, a grading permit for any fill made with the material from such excavation.
- B. A fill that does not exceed five (5) cubic yards of material on any one site, or a fill which does not exceed one (1) foot in a vertical depth at its deepest point, measured from the natural ground surface, nor cover an area of more than five hundred (500) square feet, provided that the surfaces of

such fills do not have a slope at any point steeper than five (5) horizontal to one (1) vertical.

- C. Minor increases in impervious surfaces on existing developed properties where the increase in impervious surface does not exceed five hundred (500) square feet, provided the change will not alter drainage patterns, accelerate erosion, interfere with existing stormwater facilities or adversely impact adjoining properties. Any increase in impervious area must comply with Township zoning requirements for impervious coverage for the applicable zoning district.
- D. Plowing, tilling, irrigation and drainage for agricultural purposes; nursery operations, such as removal of cultivated sod, shrubs, and trees for transplantation; and the addition of topsoil, with a change in natural contours of one-half (½) foot or less, provided that the activity will not alter drainage patterns, accelerate erosion, interfere with existing stormwater facilities or adversely impact adjoining properties.

§ 81-7. Permit application.

- A. Every applicant for a grading permit shall file a written application therefor with the Township Engineer. Such application shall:
 - (1) Describe the land on which the proposed work is to be done by lot, block and street address. A location map shall be provided with the application.
 - (2) Be accompanied by plans and specifications prepared by a registered engineer or surveyor.
 - (a) Plans and specifications shall be in accordance with the building permit site plan criteria set forth in the Township Building Code and shall include the following information:
 - [1] Details and location of any proposed drainage structures and pipe, walls and cribbing.

- [2] The nature of fill material and such other information as the Township Engineer may require to carry out the purposes of this chapter.
 - [3] The location of erosion and sedimentation controls.
 - (b) All plans shall be dated and bear the name of:
 - [1] The person who prepared the same.
 - [2] The applicant.
 - [3] The owner of the land, address and phone number.
 - (c) Plans shall be submitted in triplicate to the Township.
 - (3) State the estimated dates for the starting and completion of the grading work.
 - (4) State the purpose for which the grading application is filed.
- B. The Township Engineer may waive the requirement for any, or all, plans and specifications listed above if he finds that the information on the application is sufficient to show that the work will conform to the provisions of this chapter. The Township Engineer may call for a conference with the applicant to discuss modification of the plans presented.

§ 81-8. Permit fees.

Before issuing a grading permit, a permit fee shall be paid in accordance with the permit fee schedule set forth in the Township's Fee Schedule.

§ 81-9. Expiration of permit; extensions.

Every grading permit shall expire by limitation and become null and void if the work authorized by such permit has not been commenced within six (6) months or is not completed within one (1) year from the date of issue, provided that the Township

Engineer may, if the permit holder presents satisfactory evidence that unusual difficulties have prevented work being started or completed within the specified time limits, grant a reasonable extension of time, in writing, and provided further that the application for the extension of time is made before the date of expiration of the permit.

§ 81.10. Denial of permit; appeals.

- A. Where, in the opinion of the Township Engineer, the work as proposed by the applicant is likely to endanger any property or any street or alley, he shall deny the grading permit. In determining whether the proposed work is likely to endanger property or streets or alleys or create hazardous conditions, the Township Engineer shall give due consideration to possible saturation by rains, earth, movements, runoff of surface waters and subsurface conditions such as the stratification and faulting of rock and the nature and type of the soil or rock.
- B. The Board of Supervisors shall consider, promptly, appeals from the provisions of this chapter or from the determinations of the Township Engineer, and the Board shall make determinations of alternate methods, standards or materials when, in its opinion, strict compliance with the provisions of this chapter would result in a severe and unnecessary hardship. Any applicant or permit holder shall have the right to appeal to any court of competent jurisdiction from any decision or determination of the Board of Supervisors.

§ 81.11. Inspections.

- A. The Township Engineer shall make the inspections hereinafter required and shall either approve that portion of the work which has been completed or notify the permit holder wherein the same fails to comply with the provisions of this chapter. Where it is found, by inspection, that the soil or other conditions are not as stated or shown in the application, the Township Engineer may refuse to approve further work until approval is obtained for a revised grading plan conforming to existing conditions.
- B. Plans for grading work, as approved by the Township Engineer, shall be maintained at the site during the progress of the grading work and until the work has been approved.

- C. The permit holder shall notify the Township Engineer in order to obtain inspections in accordance with the following schedule at least forty-eight (48) hours before the inspection is to be made:
- (1) Initial inspection: when work on the excavation or fill is about to be commenced.
 - (2) Rough grading: when all rough grading has been completed.
 - (3) Drainage facilities: when drainage facilities are to be installed and before such facilities are backfilled.
 - (4) Special inspection: when excavations are complete for retaining and rib walls and when reinforcing steel is in place and before concrete is poured.
 - (5) Final inspection: when all work, including the installation of all drainage and other structures, has been completed.
- D. At any stage of the work the Township Engineer may determine, by inspection, that the nature of the formation is such that further work as authorized by an existing permit is likely to endanger property or streets or alleys or create hazardous conditions. The Township Engineer may require, as a condition to allowing the work to be done, that such reasonable safety precautions be taken as the Township Engineer considers advisable to avoid such likelihood of danger. Safety precautions may include, but shall not be limited to, specifying a flatter exposed slope, construction of additional drainage facilities, berms, terracing, compaction or cribbing.
- E. Inspection fees shall be as set forth in the Township Fee Schedules as amended by Ordinance.

§ 81-12. Excavations in steep slopes.

- A. No excavations shall be made with a cut face steeper in slope than three (3) horizontal to one (1) vertical.
- B. The Township Engineer may require an excavation to be made with a cut face flatter in slope than three (3)

horizontal to one (1) vertical if he finds the material in which the excavation is to be made unusually subject to erosion, or if any other conditions exist which make such flatter cut slope necessary for stability and safety. Additional measures to stabilize the slope may be required by the Township Engineer.

- C. Excavation shall not extend below the angle of repose or natural slope of the soil under the nearest point of any footing or foundation of any building or structure unless such footing or foundation is first properly underpinned or protected against settlement.
- D. Before commencing any excavation which will in any way affect an adjoining property or structures thereon, the person making or causing the excavation to be made shall notify, in writing, the owners of adjoining properties not less than thirty (30) days before such excavation is to be made that the excavation is to be made. Adjoining properties and structures shall be protected in accordance with the Township building codes.

§ 81-13. Compaction of fills.

All fills shall be compacted to provide stability of material and to prevent undesirable settlement. The fill shall be spread in a series of layers, each not exceeding twelve (12) inches in thickness, and be compacted by a sheepsfoot roller, or other approved method, after each layer is spread. The Township Engineer may require tests or other information if, in his opinion, the conditions or materials are such that additional information is necessary. Layers of less than twelve (12) inches may be required if the materials, site condition or methods do not allow adequate compaction of twelve (12) inches lift thickness.

§ 81-14. Drainage.

Adequate provisions shall be made to prevent any surface waters from damaging the cut face of an excavation or the sloping surface of a fill. Slopes of more than ten (10) feet in vertical height shall be separated by level berms or shelves of at least four (4) feet in width. Berms and ditches shall be constructed where necessary to prevent erosion. All drainage provisions shall be of such design to control surface waters with use of "Best Management Practices" (BMP's) whenever possible. These BMP's can include infiltration/ seepage pits, rain gardens, etc. In the event that BMP's

alone are insufficient, the BMPs shall be combined with additional structures designed to carry any excess water to the nearest practical storm drain or natural watercourse approved by the Township Engineer as a safe place to deposit and receive such waters. The Township Engineer may require such drainage structures or pipes to be constructed or installed which, in his opinion, are necessary to prevent erosion damage and to satisfactorily manage surface waters.

Property owners shall not alter the current drainage patterns on their property so as to cause any adverse impact on adjoining properties. The Township Engineer shall make this determination on behalf of the Township. Adverse impact shall include flooding, erosion, modification of drainage patterns that impact the use of the property, the diversion of water from an existing natural watercourse, the creation of ponding/standing water where it previously did not exist, and damage to property, either the structures or the land.

§ 81-15. Maintenance.

The owner of any property on which an excavation or fill has been made shall maintain, in good condition and repair, all retaining walls, cribbing, drainage structures, fences and other protective devices.

§ 81-16. General requirements.

- A. The top or bottom edge of slope shall be at least five (5) feet from property lines, rights-of-way, or streets in order to permit the normal rounding of the edge without encroaching on the abutting property. At property lines where walls or slopes are steeper than 1½:1 and six (6) feet or more in height, they shall be protected by a substantial fence three (3) feet or more in height. Before a grading permit is issued, a bond may be required to guarantee the protection of steep slopes.
- B. In order to prevent the denuding of the landscape, wherever practicable, trees and other natural features constituting important physical, aesthetic and economic assets to the community shall be preserved.
- C. Adequate erosion and sedimentation controls shall be installed by the property owner(s) during any earth disturbance activity associated with grading or excavation.

These controls shall be in place prior to the initiation of any activity on the property.

- D. The owner of a property shall be responsible to protect and clean up downslope properties of silt and debris washing from his property as a result of the grading of his property.
- E. Any grading and excavations within the floodplain shall comply fully with the requirements of Article XX, Chapter 150, of the Township Zoning Ordinance. Any additional permitting that might be required shall be obtained by the applicant.
- F. Additional state and federal requirements may apply.

§ 81-17. Final grading inspection.

- A. If, upon final inspection of an excavation or fill, it is found that the work authorized by the grading permit has been satisfactorily completed in accordance with the requirements of this chapter, and any other requirements imposed, the Township Engineer, or his designee, shall indicate approval by signing the permit at the appropriate location.
- B. The Township Engineer shall have the power to revoke any grading permit whenever he finds that the work covered by the permit has been materially extended or altered without a permit to do so, or that any retaining walls, cribbing, drainage structures, fence or other protective devices shown on the approved plans and specifications submitted with the application for the permit have not been maintained in good order and repair.
- C. Before such revocation, the Township Engineer shall first give written notice to the permit holder, and to the owner of the property involved, specifying the defective condition and stating that unless such defective condition is remedied satisfactorily, the grading permit may be revoked. If the defective conditions are remedied, the permit shall not be revoked. Permit holder has twenty (20) days from the date of the written notice to remedy any defects.

§ 81.18. Compliance required.

A handwritten signature in black ink, consisting of a stylized, cursive script that is difficult to decipher. It appears to be a signature of an official, likely the Township Engineer mentioned in the text.

No person shall construct, enlarge, alter, repair or maintain any grading, excavation or fill, or cause the same to be done, contrary to, or in violation of, any provision of this chapter.

§ 81.19. Notice of violation.

When written notice of a violation of any of the provisions of this chapter has been served by the Township Engineer or any person, such violation shall be discontinued immediately.

§ 81-20. Enforcement.

In case any work is performed by a person in violation of any of the provisions of this chapter, the proper officer of the Township, in addition to the other remedies, may institute, in the name of the Township, any appropriate action or proceeding, whether by legal process or otherwise, to prevent such unlawful work and to restrain or abate such violation.

§ 81-21. Violations and penalties.

Any person violating any of the provisions of this chapter shall be liable, on conviction thereof, for a penalty not exceeding \$1,000 for each and every offense, and whenever such person shall have been notified by the Township, by a Notice of Violation or in any other way, that he is committing such violation of this chapter, each day that he shall continue such violation after such notification shall constitute a separate offense punishable by a like fine or penalty. Such fines or penalties shall be collected as like fines or penalties are now by law collected.

SECTION II. Repealer.

All other ordinances and resolutions or parts thereof as they are inconsistent with this Ordinance are hereby repealed.

SECTION III. Severability.

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby

declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION IV. Failure to Enforce Not a Waiver.

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION V. Effective Date.

This Ordinance shall take effect and be in force from and after its approval as required by the law.

ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania this 20th day of April, 2011.

WORCESTER TOWNSHIP

By: Arthur C. Bustard
Arthur C. Bustard, Chairman,
Board of Supervisors

By: Susan G. Caughlan
Susan G. Caughlan, Vice Chairman,
Board of Supervisors

By: Stephen C. Quigley
Stephen C. Quigley, Member,
Board of Supervisors

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester Township, at its public meeting on April 20, 2011, at 7:30 p.m. at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, will hold a public hearing on and could vote to adopt an Ordinance entitled "Grading and Excavations Ordinance" amending the Code of the Township of Worcester to add a new Chapter 81 entitled "Grading and Excavations" setting forth the following sections: title; purpose; definitions; removal of topsoil; applicability; permit required; exceptions; permit application; permit fees; expiration of permit; extensions; inspections; excavations in steep slopes; compaction of fills; drainage; maintenance; general requirements; final grading inspection; compliance required; notice of violation; enforcement; and violations and penalties.

Copies of the full text of the proposed ordinance are available for examination during normal business hours at the offices of *The Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania and the Worcester Township Building, 1721 Valley Forge Road, Worcester, Pennsylvania 19490 where a copy of the proposed ordinance may be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Worcester Township

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-230

"Home-Based Business Amendments"

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WORCESTER, CHAPTER 150 (ZONING), ARTICLE III (TERMINOLOGY), SECTION 150-9 (DEFINITIONS) TO ADD A DEFINITION FOR THE TERM "NO-IMPACT HOME-BASED BUSINESS" AND TO PERMIT A "NO-IMPACT HOME-BASED BUSINESS" IN ALL RESIDENTIAL ZONING DISTRICTS OF THE TOWNSHIP IN ACCORDANCE WITH THE PENNSYLVANIA MUNICIPALITIES PLANNING CODE.

The Board of Supervisors of Worcester Township does hereby **ENACT** and **ORDAIN**:

SECTION I. Amendment to the Code.

The Code of the Township of Worcester, Chapter 150 (Zoning), Article III (Terminology), Section 150-9 (Definitions) is hereby revised to add the following new definition:

NO-IMPACT HOME-BASED BUSINESS -- A business or commercial activity administered or conducted as an accessory use which is clearly secondary to the use as a residential dwelling and which involves no customer, client or patient traffic, whether vehicular or pedestrian, pickup, delivery or removal functions to or from the premises, in excess of those normally associated with residential use. The business or commercial activity must satisfy the following requirements:

- (1) The business activity shall be compatible with the residential use of the property and surrounding residential uses.
- (2) The business shall employ no employees other than family members residing in the dwelling.
- (3) There shall be no display or sale of retail goods and no stockpiling or inventory of a substantial nature.

(4) There shall be no outside appearance of a business use, including, but not limited to, parking, signs or lights.

(5) The business activity may not use any equipment or process which creates noise, vibration, glare, fumes, odors or electrical or electronic interference, including interference with radio or television reception, which is detectable in the neighborhood.

(6) The business activity may not generate any solid waste or sewage discharge, in volume or type, which is not normally associated with residential use in the neighborhood.

(7) The business activity shall be conducted only within the dwelling and may not occupy more than 25% of the habitable floor area.

(8) The business may not involve any illegal activity.

SECTION II. Amendment to the Code.

The Code of the Township of Worcester, Chapter 150 (Zoning) is hereby amended to add the following as a permitted use in all residential zoning districts of the Township:

No-Impact Home-Based Business, as defined in Section 150-9; provided, that the permission for such use granted herein shall not supersede any deed restriction, covenant or agreement restricting the use of land, nor any master deed, bylaw or other document applicable to a common interest ownership community.

SECTION III. Repealer.

All other ordinances and resolutions or parts thereof as they are inconsistent with this Ordinance are hereby repealed.

SECTION IV. Severability.

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such

illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION V. Failure to Enforce Not a Waiver.

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION VI. Effective Date.

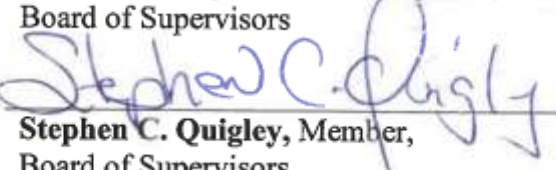
This Ordinance shall take effect and be in force from and after its approval as required by the law.

ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania this 17th day of August, 2011.

WORCESTER TOWNSHIP

By: 
Arthur C. Bustard, Chairman,
Board of Supervisors

By: 
Susan G. Caughlan, Vice Chairman,
Board of Supervisors

By: 
Stephen C. Quigley, Member,
Board of Supervisors

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester Township, at its public meeting on August 17th 2011, at 7:30 p.m. at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, will hold a public hearing on and could vote to adopt an Ordinance entitled "No-Impact Home-Based Business Amendment" amending the Code of the Township of Worcester, Chapter 150 (Zoning), Article III (Terminology), Section 150-9 (Definitions) to add a definition for the term "No-Impact Home-Based Business"; and to permit a "No-Impact Home-Based Business" in all residential zoning districts of the Township in accordance with the Pennsylvania Municipalities Planning Code.

Copies of the full text of the proposed ordinance are available for examination during normal business hours at the offices of *The Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania and the Worcester Township Building, 1421 Valley Forge Road, Worcester, Pennsylvania 19490 where a copy of the proposed ordinance may also be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
ANDREW R. FREIMUTH, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Worcester Township

**WORCESTER TOWNSHIP
BOARD OF SUPERVISORS**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-231

"Parks and Recreation Areas Ordinance"

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WORCESTER TO REPEAL THE EXISTING CHAPTER 107 AND REPLACE IT WITH A NEW CHAPTER 107 ENTITLED "PARKS AND RECREATION AREAS" SETTING FORTH THE FOLLOWING SECTIONS: DEFINITIONS; PARK REGULATIONS; WAIVERS AND EXCEPTIONS; SCHEDULING AND PERMITS; FEES; EXCEPTIONS FOR PARKS LOCATED IN WORCESTER TOWNSHIP BUT OWNED BY OTHER MUNICIPALITIES; ENFORCEMENT; AND VIOLATIONS AND PENALTIES.

The Board of Supervisors of Worcester Township does hereby **ENACT and ORDAIN:**

Section I. Repeal of the Existing Chapter.

The Code of the Township of Worcester is hereby amended to repeal existing Chapter 107 in its entirety.

Section II. Amendment to the Code.

The Code of the Township of Worcester is hereby amended to enact and add the following new Chapter 107 entitled "Parks and Recreations Areas":

Chapter 107

PARKS AND RECREATION AREAS

I. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purposes of this chapter, have the meanings herein indicated:

1. Litter – Includes, but is not limited to, rubbish, paper, trash, ashes, junk, waste, liquid or solid vegetable or animal matter, garbage and discarded material of any kind.
2. Park/parkland - Any park, playground, trail, open space or municipal facility owned, leased, maintained by or dedicated to the Township of Worcester, and excluding any park land maintained by another municipality but located (in whole or in part) within the geographic boundaries of Worcester Township, unless such municipality and Worcester Township mutually agree to apply this Ordinance to such lands.
3. Recreational vehicle –Any motorized vehicle used or intended to be used for recreational purposes, including but not limited to mini-bikes, dirt bikes, 4x4's, all-terrain vehicles (ATVs), off-road vehicles, motorcycles, golf carts, motorized scooters, and snowmobiles.
4. Township Official - The Township Manager, the Board of Supervisors or, for purposes of this Ordinance, the Director of Parks & Recreation.
5. Vehicle - Any motorized device designed to carry a driver, passengers and/or goods.

II. Park regulations.

All persons using or occupying park/parkland in the Township of Worcester shall abide by the following regulations:

1. No person or persons shall be permitted on park/parkland except between sunrise and sunset unless otherwise granted written permission in advance from a Township Official, or for events of public interest sponsored by the Township.
2. Persons shall enter and leave by the entrances and exits provided for such purpose.
3. No vehicle shall be driven on any areas of a park/parkland other than designated roads. No vehicle, except electric vehicles for the use of disabled persons, are permitted on trails. No vehicle shall be parked in any roadway or section of ground except in areas designated for parking purposes.
4. No person shall operate any recreational vehicle on a park/parkland. Vehicles shall not be used for recreational purposes in any paved or unpaved area of a park/parkland.
5. No vehicle shall be operated in a park/parkland in a reckless, careless or negligent manner, in excess of the posted speed limit, in violation of applicable provisions of the Pennsylvania Motor Vehicle Law, Township Ordinances or in any manner as to be a nuisance or potential hazard.
6. The washing or repair of any vehicle is prohibited in any park/parkland.
7. No organized group exceeding twenty-five (25) persons shall use Township parks/parkland without a special permit.

8. No person shall possess, sell, distribute, or consume any alcoholic beverage in a park/parkland, nor shall any person be present in any park/parkland while under the influence of any intoxicating beverage or illegal substance.
9. Firecrackers, fireworks, rockets, and paintball are prohibited in a park/parkland.
10. No person shall in any way damage or foul any structure, equipment or water in a park/parkland.
11. No person shall cut, damage or destroy flowers, plants, shrubbery or trees, including but not limited to cutting downed trees for firewood, in any park/parkland. No person shall remove, disturb, interfere with or remove any part of any plant.
12. No person or persons shall erect any structure or install plant material or assume any park/parkland for personal use.
13. Pets are prohibited from all parks/parkland unless attended and controlled by a leash. The individual in charge of an animal shall possess proper implements for the gathering and disposing of pet waste. All pet waste shall be collected immediately by the individual in charge of the animal, not buried, and shall be disposed of properly.
14. No person shall molest, annoy, strike, injure, maim, kill or destroy any animal life or animal habitat in a park/parkland.
15. Littering in a park/parkland is prohibited.
16. Soliciting, posting of notices or advertisements, vending or any commercial activity is prohibited in any park/parkland, except for activities and concessions for activities and by the Township.
17. Dumping in a park/parkland of household, construction, commercial or landscape debris or waste, including depositing any debris or waste in receptacles for removal by the Township, is prohibited.
18. Damaging, defacing or destroying notices, rules or regulations posted on any park/parkland by the Township is prohibited.
19. Activities and games shall take place only in areas of a park/parkland designated for such. Individuals or groups using a park/parklands, with or without Township permission, are responsible for damage done to turf or equipment.
20. Fires shall be permitted only in designated areas in a park/parkland where fireplaces, stoves or grills are provided by the Township. Fires must be completely extinguished . Open burning of any material is prohibited.
21. Large recreational apparatuses, such as moonbounces, dunking booths, slip and slides, trampolines and similar equipment, are prohibited.

22. Swimming, ice skating, fishing, boating, snorkeling and scuba diving are prohibited in Township parks/parkland, except in those areas specifically designated by the Township with official signage for such purposes.

23. The use of loud speakers, boom boxes, high volume portable speakers, portable hand held microphones, air horns or equipment to amplify sound in a park/parkland is prohibited unless prior approval from the Township is obtained.

24. No person shall use any park/parkland for the purpose of driving or chipping golf balls, nor as a golf driving or practice range.

25. Excepted as set forth herein, hot air balloons are prohibited in parks/parkland. A hot air balloon, for which a permit has been issued by the Township and for which proof of insurance has been supplied to the Township, is permitted in a park/parkland.

III. Waivers and Exceptions.

1. Requests for exceptions or special permission must be submitted in writing to the Township. Waiver of any of the regulations contained in this chapter shall be at the sole discretion of the Township Manager, subject to the approval of the Board of Supervisors.

IV. Scheduling and Permits.

1. The use of fields, trails and other outdoor facilities shall be regulated by the "Worcester Township Public Athletic Fields Policy & Procedures."

2. The use of the Heebner Park Pavilions shall require an approved "Worcester Township Heebner Park Pavilion Permit."

3. The use of the Worcester Community Hall shall require an approved "Municipal Building Use Application."

4. The sale of concessions shall require an approved "Park Concession Sales Permit."

5. Any individual or group of individuals using a park facility to the exclusion of others without a permit shall remove themselves from the facility upon request by a properly scheduled and permitted user or authorized Township Official or staff member.

6. The Township reserves the right to revoke any permit if the individual(s) using the park pursuant to the permit violate(s) Township regulations. The Township further reserves the right to limit the number of permits issued if the capacity of the facilities is exceeded.

V. Fees.

1. The Board of Supervisors may from time to time, by resolution, adopt a schedule of fees and charges and other use regulations for Township facilities.

VI. Exceptions for parks located in Worcester Township but owned by other municipalities.

1. The provisions of this chapter related to enforcement and supervision shall not apply to parks or portions of parks located in Worcester Township but operated by another municipality unless Worcester Township and such municipality mutually agree to apply this Ordinance to such lands. In the absence of such mutual agreement, and provided that Worcester Township has entered into a police protection agreement with such other municipality in connection with such parkland, issues of enforcement and supervision shall be governed by said police protection agreement and the ordinances of such other municipality.

VII. Enforcement.

1. The Township Board of Supervisors, any duly appointed law enforcement officer or employee of the Township is hereby authorized to give notice, by personal service or by United States Mail, to any person, firm, business association, corporation or utility which shall violate any of the provisions of this chapter. When written notice of a violation of any of the provisions of this chapter has been served, such violation shall be discontinued immediately.

VIII. Violations and Penalties.

1. Any person or persons violating the provisions of this chapter shall, upon summary conviction before a Magisterial District Judge, be fined and/or sentenced as provided in Chapter 1, Article II, § 1-16, General Penalty.

Section III. Repealer.

All other ordinances and resolutions or parts thereof as they are inconsistent with this Ordinance are hereby repealed.

Section IV. Severability.

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such

illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

Section V. Failure to Enforce Not a Waiver.

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

Section VI. Effective Date.

This Ordinance shall take effect and be in force from and after its approval as required by the law.

ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania this 21st day of September, 2011.

WORCESTER TOWNSHIP

By: Arthur C. Bustard
Arthur C. Bustard, Chairman,
Board of Supervisors

By: Susan G. Caughlan
Susan G. Caughlan, Vice Chairman,
Board of Supervisors

By: Stephen C. Quigley
Stephen C. Quigley, Member,
Board of Supervisors

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester Township, at its public meeting on September 21, 2011, at 7:30 p.m. at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, will hold a public hearing on and could vote to adopt an Ordinance entitled "Park and Recreation Areas Ordinance" amending the Code of the Township of Worcester to repeal existing Chapter 107 and to enact and add a new Chapter 107 entitled "Parks and Recreation Areas" setting forth the following sections: definitions, title; purpose; definitions; park regulations; waivers and exceptions; scheduling and permits; fees; exceptions for parks located in Worcester Township but owned by other municipalities; enforcement; and violations and penalties.

Copies of the full text of the proposed ordinance are available for examination during normal business hours at the offices of *The Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania and the Worcester Township Building, 1421 Valley Forge Road, Worcester, Pennsylvania 19490 where a copy of the proposed ordinance may be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
WISLER PEARLSTINE, LLP
Solicitors for Worcester Township

**BOARD OF SUPERVISORS
WORCESTER TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-232

"Farm Market Ordinance"

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WORCESTER, CHAPTER 150 (ZONING), ARTICLE IV (AGR AGRICULTURAL DISTRICT), SECTION 150-11 (USE REGULATIONS) TO DELETE EXISTING SUBSECTION D.(6)(b) IN ITS ENTIRETY AND REPLACE IT WITH A NEW SUBSECTION D.(6)(b) TO PERMIT THE OPERATION OF A FARM MARKET OR ROADSIDE STAND BY THE AGENT OF THE OWNER OR THE LESSEE OF THE FARM PROVIDED THAT SUCH PERSON OR ENTITY IS THE SAME PERSON OR ENTITY THAT ACTUALLY FARMS THE PROPERTY ON WHICH THE FARM MARKET OR ROADSIDE STAND IS LOCATED.

The Board of Supervisors of Worcester Township does hereby **ENACT and ORDAIN** as follows:

SECTION I. – Amendment to Code

The Code of the Township of Worcester, Chapter 150 (Zoning), Article IV (AGR Agricultural District), Section 150-11 (Use Regulations) is hereby amended to delete existing subsection D.(6)(b) in its entirety and replace it with the following:

- (b) Operation By Farmer. The farm market or roadside stand shall be operated by the owner of the farm, the agent of the owner or the lessee of the farm (with the owner's permission), who shall, in all cases, be the same person or entity who actually farms the property on which the farm market or roadside stand is located.

SECTION II. – Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any

court of competent jurisdiction, such decision of the court shall not affect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III. – Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV. – Effective Date

This Ordinance shall take effect and be in force from and after its approval as required by the law.

SECTION V. – Repealer

All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed.

(Signature page follows)

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ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township,
Montgomery County, Pennsylvania, this 16th day of November, 2011.

WORCESTER TOWNSHIP

By: Arthur C. Bustard
Arthur C. Bustard, Chairman
Board of Supervisors

Attest: F. Lee Mangan
F. Lee Mangan, Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester, at its public meeting on November 16th, 2011 at 7:30P.M., at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, will hold a public hearing on and could vote to adopt an ordinance entitled "Farm Market Ordinance" amending the Code of the Township of Worcester, Chapter 150 (Zoning), Article IV (AGR Agricultural District), Section 150-11 (Use Regulations) to delete existing subsection D.(6)(b) in its entirety and replace it with a new subsection D.(6)(b) to permit the operation of a farm market or roadside stand by the agent of the owner or the lessee of the farm provided that such person or entity is the same person or entity that actually farms the property on which the farm market or roadside stand is located.

Copies of the proposed Ordinance are available for examination during normal business hours at the offices of *Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Worcester Township Building, 1421 Valley Forge Road, Worcester, Pennsylvania 19490 where a copy of the proposed Ordinance may be obtained for a charge not greater than the cost thereof.

JAMES J. GARRITY, ESQUIRE
WISLER PEARLSTINE, LLP

Solicitors for Worcester Township

**BOARD OF SUPERVISORS
WORCESTER TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2011-233

"Sewer Rates Ordinance"

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF WORCESTER, CHAPTER 122 (SEWERS), ARTICLE II (SEWER RATES AND CHARGES), SECTION 122-11 (UNIFORM RATES AND CHARGES) TO REVISE PARAGRAPH "A" (RESIDENTIAL) TO INCREASE THE RATE PAYABLE FOR EACH PRIVATE DWELLING UNIT TO \$352.00 PER ANNUM PAYABLE AT A RATE OF \$88.00 PER QUARTER ANNUM EFFECTIVE JANUARY 1, 2012.

The Board of Supervisors of Worcester Township does hereby **ENACT and ORDAIN** as follows:

SECTION I. – Amendment to Code

The Code of the Township of Worcester, Chapter 122 (Sewers), Article II (Sewer Rates and Charges), Section 122-11 (Uniform Rates and Charges), Paragraph "A" (Residential) is hereby revised to change the rate for each private dwelling unit from \$315.00 per annum payable at a rate of \$78.75 per quarter annum to \$352.00 per annum payable at a rate of \$88.00 per quarter annum.

SECTION II. – Severability

The provisions of this Ordinance are intended to be severable, and if any section, sentence, clause, part or provision hereof shall be held illegal, invalid or unconstitutional by any court of competent jurisdiction, such decision of the court shall not affect or impair the

remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Board that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III. – Failure to Enforce not a Waiver

The failure of the Township to enforce any provision of this Ordinance shall not constitute a waiver by the Township of its rights of future enforcement hereunder.

SECTION IV. – Effective Date

This Ordinance shall take effect and be in force as of January 1, 2012.

SECTION V. – Repealer


All other ordinances and resolutions or parts thereof insofar as they are inconsistent with this Ordinance are hereby repealed as of the effective date of this Ordinance.

ORDAINED AND ENACTED by the Board of Supervisors of Worcester Township, Montgomery County, Pennsylvania, this 21st day of December, 2011.

WORCESTER TOWNSHIP

By: 

Arthur C. Bustard, Chairman,
Board of Supervisors

Attest: 

F. Lee Mangan, Secretary

NOTICE

NOTICE is hereby given that the Board of Supervisors of Worcester, at its public meeting on December 21, 2011, at 7:30 p.m. at the Worcester Township Community Hall, 1031 Valley Forge Road, Fairview Village, Worcester, Pennsylvania, could vote to adopt an ordinance entitled "Sewer Rate Ordinance" amending the Code of the Township of Worcester, Chapter 122 (Sewers), Article II (Sewer Rates and Charges), Section 122-11 (Uniform Rates and Charges) to revise Paragraph "A" (Residential) to increase the rate payable for each private dwelling unit to \$352.00 per annum payable at a rate of \$88.00 per quarter annum effective January 1, 2012.

Copies of the proposed Ordinance are available for examination during normal business hours at the offices of *Times Herald*, 410 Markley Street, Norristown, Pennsylvania 19404, the Montgomery County Law Library, Court House, Norristown, Pennsylvania 19401, and the Worcester Township Building, 1421 Valley Forge Road, Worcester, Pennsylvania 19490 where a copy of the proposed Ordinance may be obtained for a charge not greater than the cost thereof.

**JAMES J. GARRITY, ESQUIRE
WISLER PEARLSTINE, LLP**

Solicitors for Worcester Township