

November 16, 2011
Curtis Hall

The regular meeting of the **BOARD OF COMMISSIONERS** was held tonight, President Harvey Portner presiding. Members present were Commissioners Hampton, Haywood, McKeown, Sharkey, Simon and Swavola. Staff present were Charlyn Battle, Human Resources Coordinator; Michael Fleming, Public Works Coordinator; Joseph Galdo, Director of Fiscal Affairs; Bryan T. Havir, Assistant Township Manager; John O. Hoover, Jr., Director of Parks and Recreation; David Lynch, Director of Engineering, Zoning & Inspections; Mark McDonnell, Public Works Coordinator; John J. Norris, Chief of Police; Joseph O'Neill, Fire Marshal; Joseph Bagley, Esq., Wisler, Pearlstine, LLP; and David G. Kraynik, Township Manager. A Public Attendance List is attached.

1. Mr. Portner opened the meeting with the Pledge of Allegiance being led by Commissioner Swavola.
2. Mr. Portner announced that prior to the meeting the Board of Commissioners held an Executive Session to discuss real estate matters.
3. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated October 19, 2011 and Special Board of Commissioners' Meeting Minutes dated November 2, 2011, upon motion of Mr. Swavola, the Minutes were unanimously approved by the Board of Commissioners.
4. Each member having received a copy of the Executive Summary Financial Report of the Manager/Secretary for the month of October, 2011, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

5. Each member having received a copy of the Accounts Paid Report of the Manager/Secretary for the month of October, 2011, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

6. Mr. Portner presented a **Proclamation** to Josh Fattal in recognition of his release from detention by the Islamic Republic of Iran. Mrs. Laura Fattal was also present. At the conclusion of the presentation, Mr. Fattal thanked the Township. He thanked everyone who supported him and his family and aided in trying to break through the diplomatic deadlock while he was detained.

A Proclamation

of the Board of Commissioners of Cheltenham Township

Whereas, Josh Fattal, a Cheltenham Township native, along with companions Shane Bauer and Sarah Shourd were arrested by Iranian guards on July 31, 2009, after allegedly crossing an unmarked section of the Iraq-Iran border while hiking. Accused of spying and trespassing, the three were jailed in Iran's notorious Evin Prison; and

Whereas, Although Ms. Shourd was released after 14 months, Messrs. Fattal and Bauer endured imprisonment for 26 months, and a conviction in Iranian courts on charges of espionage with a sentence of 8 years, before the Iranian judiciary relented and agreed to release them. On September 21, 2011, both men were flown to Oman and then to New York City on September 25, 2011; and

Whereas, Messrs. Fattal and Bauer were joyously greeted by family members, who had tirelessly advocated for their release throughout their ordeal. The families of all three hikers had spearheaded a Free the Hikers campaign that included a website, letter-writing effort, press promotions and outreach to political leaders. Josh Fattal was welcomed home to Cheltenham with an ebullient celebration including more than 250 family, friends and well-wishers at Grey Towers Castle at Arcadia University on October 1, 2011.

NOW, THEREFORE, I, HARVEY PORTNER, President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, do hereby proclaim Wednesday, November 16, 2011, as “**JOSH FATTAL DAY** in Cheltenham Township.” In doing so, the Board of Commissioners, on behalf of the entire community, welcomes Josh back home to his family and friends and offers our best wishes for a bright and happy future.

DONE IN ELKINS PARK, PENNSYLVANIA, under our hands and the Seal of the Township of Cheltenham, this Sixteenth Day of November, A.D., 2011, in the year of the Township of Cheltenham the one hundred and twelfth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

By: Charles D. McKeown
Commissioner

By: Michael J. Swanson
Commissioner

By: Jim Shaley
Commissioner

By: Harry Portman
President

By: [Signature]
Vice President

By: Monty J. Swain, Jr.
Commissioner

By: Kate A. Hampton
Commissioner

Attest: David C. Kravitz
Township Manager and
Secretary

7. PUBLIC HEARING: To receive any and all comments regarding the adoption of an Ordinance creating a Glenside Business Improvement District (“BID”) (see attached).

Mr. Portner opened the hearing to receive any and all comments.

Mr. Havir delivered introductory comments and described the BID process that led to this evening’s Public Hearing.

There were comments from the public in support and in opposition to the BID, and there were closing comments from Mr. Sharkey that included the concerns of businesses and comments about the advantages of a BID (see *Notes of Testimony*).

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously authorized Staff to proceed with a second mailing to contain the schedule for consideration of adoption of the final Ordinance along with a ballot for property owners to vote for or against the creation of the BID. Said ballots to be mailed in mid-January, 2012.

Upon motion of Mr. Sharkey, and unanimously approved by the Board, the hearing was closed.

8. Upon motion of Mr. Haywood, the Board of Commissioners unanimously concurred with the Montgomery County Consortium Contract Award for Rock Salt for the 2011-12 Winter Season made by the Upper Dublin Township Board of Commissioners to Oceanport, LLC, Claymont, DE 19703 for the unit price of \$54.06/ton delivered.

9. Upon motion of Mr. Haywood, the Board of Commissioners unanimously awarded a Contract to Charles A. Higgins & Sons, Inc., Media, PA 19063, for the Construction of a Pedestrian Crosswalk on Church Road at the Old York Road Spur, in the amount of \$50,562, being the lowest responsible bidder, meeting Township specifications and contingent upon PennDOT issuing a permit for the proposed flashing warning device.

10. Upon motion of Mr. Haywood, the Board of Commissioners unanimously adopted Resolution **No. 32-11** to apply to PennDOT for a permit to install and operate a flashing warning device on Church Road at the Old York Road Spur and Westminster Road (see attached).

11. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the implementation of a single-stream recycling collection program effective January 3, 2012.

12. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Professional Services Contract to Munro Ecological Services in the amount of \$32,672.50 for design and construction management for streambank stabilization at Ralph Morgan Park as recommended by Staff and being within budgetary limitations.

13. Upon motion of Mr. Haywood, and unanimously approved by the Board of Commissioners, the Public Works Committee Regular Meeting Minutes dated November 9, 2011, were accepted.

14. Upon motion of Mr. McKeown, and unanimously approved by the Board of Commissioners, the Public Affairs Committee Regular Meeting Minutes dated November 2, 2011, were accepted.

15. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2226-11** amending Chapter 285, thereof, entitled "Vehicles and Traffic".

ORDINANCE NO. 2226-11

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CHELTENHAM, CHAPTER 285 THEREOF, ENTITLED VEHICLES AND TRAFFIC, BY AMENDING CERTAIN STREET AND PARKING REGULATIONS.

The Board of Commissioners of the Township of Cheltenham hereby ordains:

SECTION 1. The Code of the Township of Cheltenham, Chapter 285, Article IV, entitled Schedule of Traffic Regulations, Section 285-43 thereof is hereby amended by **DELETING** the following:

BEECHER AVENUE (8) HANDICAPPED PARKING, north side, from 80 feet to 98 feet west of Central Avenue (for 118 Central Avenue).

SECTION 2. The Code of the Township of Cheltenham, Chapter 285, Article IV, entitled Schedule of Traffic Regulations, Section 285-43 thereof is hereby amended by **ADDING** the following:

PAXSON AVENUE A. (7) NO PARKING, south side, from 147 feet east of Hewett Road to 187 feet east.

SECTION 3. That in all other respects Chapter 285 of the Code of the Township of Cheltenham is hereby approved and accepted as amended, and shall continue in full force and effect.

SECTION 4. This Ordinance shall take effect and be in force from and after its approval as required by law.

ENACTED into an Ordinance this 16th day of November, A.D., 2011.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

By Harvey Portner
Harvey Portner, President

ATTEST: David G. Kraynik
David G. Kraynik, Secretary

16. Upon motion of Mr. Sharkey, and unanimously approved by the Board of Commissioners, the Public Safety Committee Regular Meeting Minutes dated November 2, 2011, were accepted.

17. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Building and Zoning Committee Regular Meeting Minutes dated November 2, 2011, were accepted.

18. Upon motion of Mr. Simon, and unanimously approved by the Board of Commissioners, the Pension Board Regular Meeting Minutes dated November 4, 2011, were accepted.

19. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2227-11** approving the following transfer within the 2011 Operating Budget:

ORDINANCE NO. 2227-11

AN ORDINANCE AMENDING ORDINANCE NO. 2213-10 ENACTED DECEMBER 22, 2010 AFFIXING THE TAX RATE FOR THE YEAR 2011 AND APPROPRIATING SPECIFIC SUMS ESTIMATED TO BE REQUIRED FOR THE PURPOSES OF TOWNSHIP GOVERNMENT DURING THE CURRENT FISCAL YEAR.

The Board of Commissioners of the Township of Cheltenham hereby ordains:

SECTION I. That Section 2 of Ordinance No. 2213-10 enacted December 22, 2010 setting forth amounts appropriated for expenses for various departments, is hereby amended and modified as follows:

<u>DEPARTMENT</u>	<u>FROM</u>	<u>TO</u>
Police	\$ 8,438,260	\$ 8,632,887
Administration Miscellaneous	\$ 12,754,024	\$ 12,559,397

ENACTED into an **Ordinance this 16th day of November, A.D., 2011.**

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS

BY: Harvey Portner
Harvey Portner, President

ATTEST:

David G. Kraynik
David G. Kraynik, Secretary

20. Upon motion of Mr. Simon, Board of Commissioners unanimously adopted **Resolution No. 33-11** approving the following transfer within the 2011 General Operating Budget.

RESOLUTION NO. 33-11

<u>From</u>		<u>To</u>	
Township Building		Township Building	
01-103 Material & Supplies	\$3,000	01-101Repairs	\$3,000

21. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2228-11** reducing the Earned Income Tax (EIT) exemption from \$3,000 to \$2,000.

**BOARD OF COMMISSIONERS
CHELTENHAM TOWNSHIP**

MONTGOMERY COUNTY, PENNSYLVANIA

ORDINANCE NO. 2228-11

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF CHELTENHAM, CHAPTER 270, ARTICLE IV, SECTION 52 BY AMENDING THE PROVISION WHICH PROVIDES FOR AN EXEMPTION FROM THE EARNED INCOME TAX TO CHANGE THE AMOUNT OF THE EXEMPTION FOR TOTAL EARNED INCOME OR NET PROFITS TO LESS THAN \$2,000 PER YEAR

The Board of Commissioners of Cheltenham Township does hereby **ENACT** and **ORDAIN**:

- Amendment to Code

Chapter 270, Article IV, Section 52 of the Code of the Township of Cheltenham is hereby amended as follows:

- C. Minimum Income. All persons whose total earned income or net profits as defined herein is less than \$2,000 per year shall be exempt from the imposition of the tax imposed by this Article.

- 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.

- 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.

- Applicability

Nothing in this Ordinance or in the Code of the Township of Cheltenham shall be construed to affect any suit or proceeding in any Court, and rights acquired or liability incurred, any permit issued or any cause of causes of action existing under the said Code prior to the adoption of this amendment.

- Repealer

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

- Effective Date

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

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

**CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS**

By: Harvey Portner
Harvey Portner, President

Attest: David G. Kraynik
David G. Kraynik, Secretary

22. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Resolution No. 33-11** eliminating discounts on refuse, sanitary sewer and excess water fees.

CHELTENHAM TOWNSHIP

RESOLUTION NO. 33-11

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
THE TOWNSHIP OF CHELTENHAM TO ELIMINATE AND
EXTINGUISH ALL DISCOUNTS FOR ALL USER FEES
INCLUDING, BUT NOT LIMITED TO, REFUSE, SANITARY
SEWER AND WATER BILLS ISSUED BY THE
TOWNSHIP OF CHELTENHAM**

WHEREAS, the Board of Commissioners of the Township of Cheltenham must address a potential deficit in the Township budget for 2012 resulting from decreases in real estate tax revenues and the general economic climate; and

WHEREAS, the discount on certain users fees such as refuse, sanitary sewer and excess water is no longer economically viable for the Township.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Commissioners of Cheltenham Township this 16th day of November, 2011 that:

All discounts for user fees including, but not limited to, refuse fees, sanitary sewer fees and excess water fees invoiced by the Township of Cheltenham are hereby eliminated and extinguished.

This Resolution is effective immediately and applies to all invoices and bills issued by the Township of Cheltenham after this date.

RESOLVED, this 16th day of November, 2011, by the Board of Commissioners of Cheltenham Township.

**CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS**

By: Harvey Portner
Harvey Portner, President

Attest:

David G. Kraynik
David G. Kraynik, Secretary

23. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2229-11** approving for collection procedures and adopting penalty, interest and schedule of attorney fees as part of the real estate taxes for delinquent accounts.

CHELTENHAM TOWNSHIP

ORDINANCE NO. 2229-11

ORDINANCE APPROVING COLLECTION PROCEDURES AND ADOPTING PENALTY, INTEREST AND SCHEDULE OF ATTORNEY FEES TO BE ADDED TO THE AMOUNT COLLECTED AS PART OF REAL ESTATE TAXES FOR DELINQUENT ACCOUNTS.

WHEREAS, to be fair to all taxpayers in Cheltenham Township , it is necessary for Cheltenham Township to recover promptly the amount of delinquent unpaid real estate taxes, and if necessary, by legal proceedings; and

WHEREAS, in the past the amount recovered in such proceedings has been depleted by the cost of reasonable attorney fees incurred by Cheltenham Township in the proceedings, and in the case of smaller claims, making enforcement not financially feasible; and

WHEREAS, the Municipal Claims and Tax Liens Act, 53 P.S. ' 7101 et seq. (the "Act"), authorizes the adding of additional attorney fees, charges, expenses, commissions and fees to the total payable with respect to unpaid real estate taxes but only if the municipality involved has approved by Ordinance a schedule of such fees; and

WHEREAS, Cheltenham Township has determined that it is in the best interest of all taxpayers and other residents to have vigorous enforcement of all delinquent and other unpaid charges, utilizing the procedures set forth in the Act, except in the cases of serious hardship, which Cheltenham Township will address on a case-by-case basis pursuant to uniform policies; and

WHEREAS, Cheltenham Township has reviewed the subject of penalty, interest, and attorney fees for collection matters, and has determined that the fees set forth in the schedule hereby adopted are reasonable in amount for the services herein described.

NOW THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY CHELTENHAM TOWNSHIP AS FOLLOWS:

1. Fees to be Added to the Unpaid Claim.

Cheltenham Township hereby approves the following fee schedule for the collection of unpaid claims, which fees shall be added to the unpaid claim.

(a) Notice Expense. A charge, not to exceed \$50.00, plus postage, shall be added to the unpaid claim for providing notice of delinquency pursuant to Section 7106 of the Municipal Claims

and Tax Liens Act. Cheltenham Township may hire a private company to perform this service and add the amount of this charge to the unpaid claim.

(b) Collection Fees.

Handling fee for returned check	\$ 30.00
Handling fee to issue refund check	\$ 20.00
Bookkeeping fee for payment plan of 3 months or less	\$ 25.00
Bookkeeping fee for payment plan of more than 3 months	\$ 50.00
Guaranteed Payoff Fee	\$ 25.00

(c) Legal Fees.

Initial review and sending first demand letter	\$160.00
File lien and prepare satisfaction	\$250.00
Prepare Writ of Scire Facias	\$250.00
Obtain Re-issued Writ	\$ 30.00
Prepare and mail letter under Pa. R.C.P. 237.1	\$ 30.00
Prepare Motion for Alternate Service	\$250.00
Prepare Request for Production of Documents in preparation for Trial	\$ 25.00
Prepare Pre-Trial Memorandum	\$150.00
Prepare Motion for Judgment for Want of Sufficient Affidavit of Defense pursuant to 53 P.S. §7271	\$150.00
Prepare Default Judgment	\$175.00
Prepare Writ of Execution	\$800.00
Attendance at Sale; Review Schedule of Distribution and Resolve Distribution Issues	\$400.00

Continue Sheriff Sale	\$ 50.00
Petition to Assess Damages	\$ 50.00
Petition for Free and Clear Sale	\$400.00
Prepare bankruptcy proof of claim	\$100.00

Services not covered above

At an hourly rate between

\$60.00-
\$225.00 per hour

2. Costs to be added to the Unpaid Claims.

In addition, the reasonable and necessary out-of-pocket charges, costs, expenses, commissions and fees incurred in collection, such as but not limited to, postage, title searches, prothonotary fees and sheriff fees, shall be added to the unpaid claims.

3. Interest. Interest will be assessed upon all delinquent unpaid real estate taxes at a rate of 10% per annum and added to the unpaid claim.

4. Collection Procedures. The following collection procedures are hereby established in accordance with the Act:

(a) At least thirty (30) days prior to assessing or imposing attorney fees in connection with the collection of an account, Cheltenham Township or its designee shall mail or cause to be mailed, by certified mail, return receipt requested, a notice of such intention to the taxpayer or other entity liable for the account (the AProperty Owner@).

(b) If the certified mail notice is undelivered, then, at least ten (10) days prior to the assessing or imposing such attorney fees, Cheltenham Township or its designee shall mail or cause to be mailed, by first class mail, a second notice to the property owner.

(c) All notices required by this Ordinance shall be mailed to the property owner=s last known post office address as recorded in the records or other information of Cheltenham Township or such other address as it may be able to obtain from the County Office of Assessment and Revision of Taxes.

(d) Each notice as described above shall include the following:

(i) The type of tax or other charge, the date it became due and the amount owed, including penalty and interest;

(ii) A statement of Cheltenham Township's intent to impose or assess attorney fees within thirty (30) days after the mailing of the first notice, or within ten (10) days after the mailing of the second notice;

(iii) The manner in which the assessment or imposition of attorney fees may be avoided by payment of the account; and

(iv) The place of payment for accounts and the name and telephone number of Cheltenham Township's representative designated as responsible for collection matters.

5. Related Action. The proper officials of Cheltenham Township are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Ordinance.

6. **Appointment of Solicitor.** Cheltenham Township appoints Michelle R. Portnoff, Esquire as Solicitor for the limited purpose of collecting delinquent real estate taxes and hereby authorizes her, and attorneys under her supervision, to sign any and all documents, including municipal claims, on behalf of the Cheltenham Township.

DULY ORDAINED AND ENACTED BY CHELTENHAM TOWNSHIP ON
November 16, 2011.

Cheltenham Township
Board of Commissioners

By: Harvey Portner
Harvey Portner, President

Attest:

David G. Kraynik
David G. Kraynik, Secretary

24. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved a contractual agreement with Portnoff Law Associates to collect delinquent real estate taxes on behalf of Cheltenham Township (see attached).

25. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Resolution No. 34-11** directing the Montgomery County Tax Claim Bureau not to collect delinquent real estate taxes on behalf of Cheltenham Township.

CHELTENHAM TOWNSHIP

RESOLUTION NO. 34-11

**DIRECTING MONTGOMERY COUNTY TAX CLAIM BUREAU
NOT TO COLLECT DELINQUENT REAL ESTATE TAXES ON BEHALF OF
CHELTENHAM TOWNSHIP**

WHEREAS, Cheltenham Township (“Township”) is authorized to collect delinquent taxes pursuant to the Municipal Claims and Tax Liens Act, 53 P.S. Section 7101 et seq., as amended (the “Act”); and

WHEREAS, the Township has determined that it is in the best interest of all taxpayers and other residents to have vigorous enforcement of all delinquent and other unpaid charges, utilizing the procedures set forth in the Act; and

WHEREAS, the Township has contracted with a third party collector for the collection of delinquent real estate taxes, utilizing the procedures set forth in the Act; and

WHEREAS, the Montgomery County Tax Claim Bureau (“Bureau”) is an agent of the Township as per 72 P.S. Section 5860.208 of the Real Estate Tax Sale Law (RETSL); and

NOW, THEREFORE, IT IS HEREBY ORDAINED AND ENACTED BY CHELTENHAM TOWNSHIP AS FOLLOWS:

1. Until further notice, the Township declares that it is collecting the delinquent real estate taxes utilizing the procedures set forth in the Act, exclusively and independently of any other statute governing the collection of taxes, including the Act of July 7, 1947 (P.L. 1368, No. 542), known as the “Real Estate Tax Sale Law” and independent of any county tax claim bureau.
2. Until further notice, the Township directs the Bureau not to take any action to collect the delinquent real estate taxes, except that when the Bureau is selling any property at Upset Sale, Private Sale, Judicial Sale or Repository Sale under the procedures set forth in the RETSL, the Bureau is directed by the Township to include tax delinquencies being collected by the Township’s third party collector. The Township further directs the Bureau not to incur any costs or liabilities for said delinquent taxes except as necessary for the Bureau to include said delinquent taxes when the Bureau is selling properties at the Bureau’s Upset Sale, Private Sale, Judicial Sale or Repository Sale pursuant to the RETSL.
3. **Related Action.** The proper officials of the Township are hereby authorized and empowered to take such additional action as they may deem necessary or appropriate to implement this Resolution.

Duly ordained and enacted by Cheltenham Township on the 16th day of November, 2011.

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

By: Harvey Portner
Harvey Portner, President

Attest: David G. Kraynik
David G. Kraynik, Secretary
and Township Manager

26. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted Resolution No. 35-11 approving new alarm permit fees.

TOWNSHIP OF CHELTENHAM

RESOLUTION NO. 35-11

RESOLUTION INCREASING ALARM PERMIT FEES

WHEREAS, the Township of Cheltenham has not increased its Alarm Permit Fees since 1995; and

WHEREAS, it has been determined that the revenue received from Alarm Permit Fees is insufficient to cover the reasonable and necessary expenses generally incurred by the Township in responding to alarms; and

WHEREAS, the Township of Cheltenham has the authority to set Alarm Permit Fees pursuant to Chapter A300-1 of the Cheltenham Code; and

WHEREAS, the Board of Commissioners of the Township of Cheltenham deems that it is in the best interest of the Township and its citizens to increase the fees for Alarm Permits.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, that, pursuant to Chapter 86 of the Cheltenham Code, Alarms, Article II, False Alarm Notification Control, the following fees are hereby adopted:

- (1) Permit fee for application for new alarms systems: Fifty dollars (\$50.00).
- (2) Annual renewal of alarm user's permit: Twenty-five dollars (\$25.00).
- (3) Annual renewal of alarm user's permit for users sixty-five (65) and older: Twenty dollars (\$20.00).
- (4) Late charge fee for user's who fail to obtain a new alarm permit when there is an activation of a new alarm system: Thirty-five dollars (\$35.00).
- (5) Late charge fee for user's who fail to obtain the annual renewal alarm permit: Thirty-five dollars (\$35.00) per year.
- (6) Late charge fee for user's who fail to pay the renewal alarm user's permit within sixty (60) days of being invoiced by the Township of Cheltenham: Thirty-five dollars (\$35.00).
- (7) Restoration fee for an alarm user whose permit is revoked: Six hundred dollars (\$600.00).

All prior resolutions and enactments inconsistent herewith are repealed and superceded.

ENACTED into a **RESOLUTION** this 16th day of **November 2011**.

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**

By: Harvey Portner
Harvey Portner, President

ATTEST: David G. Kraynik
David G. Kraynik
Township Manager/Secretary

27. Upon motion of Mr. Simon, and unanimously approved by the Board of Commissioners, the Finance Committee Regular Meeting Minutes dated November 9, 2011, were accepted.

28. Under New Business:

a. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted the Preliminary Operating and Capital Budgets for 2012 as per the November 2, 2011 Budget Message.

Mr. Portner advised that the Board of Commissioners is still discussing possible budget cuts.

b. In accordance with the Code of the Township of Cheltenham and Article XIII, Section 1302, of the Home Rule Charter, the President of the Board presented new appointments to Citizens' committees for the advice and consent of the Board of Commissioners.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the following appointment as submitted by the Board President

<u>Name</u>	<u>Committee</u>	<u>Term Expiration</u>
Dottie Baumgarten	Environmental Advisory Council	January 1, 2014

c. Mr. Portner announced that the December meeting of the Board of Commissioners will be held on Thursday, December 22, 2011 due to Chanukah.

There being no further business, upon motion of Mr. McKeown, and unanimously approved by the Committee, the meeting was adjourned


David G. Kraynik
Township Manager

as per Anna Marie Felix



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, November 16, 2011 @ 7:30 P.M.

Curtis Hall

1250 W. Church Road, Wyncote, PA 19095

(Please Print Clearly)

Print Name	Mailing Address	Telephone Number	E-mail Address
Frank McShane	141 E. Glenside Ave.	215-572-7707	
Bob & KATHY BROOKER	108 S EASTON Rd	215-884-2990	
DAVID COPEL	CP.		
Maurice Hoff	117 S. Easton Rd	215 576 5583	
Michael KRANTZ	130 S Easton	215 885 7300 *140	
JOE SWELL BAKER	128 S. Keswick Ave	215-885-0674	
John Swell Baker	128 S. Keswick Ave	215-885-0674	
EDWARD MCKEE	52 S. Keswick	884-7248	
Jim Durrigh	20 W. Cheltenham Ave	215 884-6597	
Colleen Kelly (Bill)	122 S. Easton Rd	215-376-9354	
Marla Humphreys	100 S. Easton Rd	215-884-2200	
Rosamund Humphreys	101 S Easton	884-2200	



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, November 16, 2011 @ 7:30 P.M.

Curtis Hall

1250 W. Church Road, Wyncote, PA 19095

(Please Print Clearly)

Print Name	Mailing Address	Telephone Number	E-mail Address
DAN & PAT LU DWIG	204 W GLENSIDE AVE GLENSIDE PA 19028	215-887-0512	
Wesley E. Humphreys	100 S. EASTON RD. GLENSIDE PA	215-884-2200	
Denis A. Mini	236 Barclay Ct. Chelt.		
John R. Barbieri Jr J BAR LLC	341 W. Glenside Ave	215-579-7323	
PENNIS SMITH	120 S. EASTON RD GLENSIDE	215-576-7898	
CLEMENTE GRAZIANO	27 E GLENSIDE GLENSIDE AVE	215-887-3866	
Susan + Steve Benson	60 S. Kenwick	215 887 7368	

AN ORDINANCE OF THE TOWNSHIP OF CHELTENHAM, MONTGOMERY COUNTY, PENNSYLVANIA (THE "TOWNSHIP") AMENDING THE CODE OF THE TOWNSHIP OF CHELTENHAM, CREATING A NEW CHAPTER ____ THEREOF, ENTITLED "THE GLENSIDE BUSINESS IMPROVEMENT DISTRICT," BY ESTABLISHING A NEIGHBORHOOD IMPROVEMENT DISTRICT IN AN AREA THAT GENERALLY INCLUDES ALL REAL PROPERTIES THAT FRONT ON EASTON ROAD BETWEEN MOUNT CARMEL AND WAVERLY ROAD, ALL REAL PROPERTIES THAT FRONT ON EAST AND WEST GLENSIDE AVENUE BETWEEN CLAYTON ROAD AND KESWICK AVENUE, ALL REAL PROPERTIES THAT FRONT ALONG THE KESWICK AVENUE BETWEEN PARKSIDE LANE AND PAXSON AVENUE, AND ALL REAL PROPERTIES THAT FRONT ALONG WESLEY AVENUE BETWEEN EASTON ROAD AND BICKLEY AVENUE, TO BE KNOWN AS THE "DOWNTOWN GLENSIDE BUSINESS IMPROVEMENT DISTRICT" (THE "DGBID"); DESIGNATING THE DOWNTOWN GLENSIDE BUSINESS IMPROVEMENT DISTRICT, INC., A PENNSYLVANIA NONPROFIT CORPORATION, AS THE NEIGHBORHOOD IMPROVEMENT DISTRICT MANAGEMENT ASSOCIATION FOR THE DGBID; APPROVING A PLAN FOR THE DGBID, INCLUDING A LIST OF PROPOSED IMPROVEMENTS AND THEIR ESTIMATED COSTS; PROVIDING FOR ASSESSMENT FEES TO BE LEVIED ON PROPERTY OWNERS WITHIN THE DISTRICT; AUTHORIZING THE TAX COLLECTOR, ON BEHALF OF THE TOWNSHIP, TO EXECUTE AN AGREEMENT WITH THE DOWNTOWN GLENSIDE IMPROVEMENT DISTRICT, INC. RELATING TO THE COLLECTION OF FEES FOR THE DISTRICT; AND AUTHORIZING THE DOWNTOWN GLENSIDE IMPROVEMENT DISTRICT, INC., TO ASSESS PROPERTY OWNERS WITHIN THE DISTRICT A SPECIAL PROPERTY ASSESSMENT FEE TO BE USED IN ACCORDANCE WITH THE PLAN APPROVED HEREBY; ALL IN ACCORDANCE WITH THE PROVISIONS OF THE NEIGHBORHOOD IMPROVEMENT DISTRICT ACT, AND UNDER CERTAIN TERMS AND CONDITIONS.

WHEREAS, pursuant to the Pennsylvania Neighborhood Improvement District Act, 73 P.S. §§ 831 *et seq.* (the "Act"), municipal corporations (as defined in the Act) are authorized to designate limited geographic areas within a municipality, other than tax-exempt property, comprised of real property which is used for any for-profit activity involving trade and traffic, or commerce in general, as a business

improvement district for the purpose of promoting the economic and general welfare of the district and the municipality (an "BID"); and

WHEREAS, the Board of Commissioners (the "Board") of the Township of Cheltenham, Montgomery County, Pennsylvania (the "Township") may establish within the Township an area designated as an BID; and

WHEREAS, the Board of the Township may establish a neighborhood improvement district management association ("NIDMA") to administer the BID and has established the Downtown Glenside Business Improvement District, Inc., for such purposes; and

WHEREAS, the Board of the Township may collect special property assessments on behalf of the NIDMA levied on designated properties within the BID and employ any legal methods to ensure collection of the assessments; and

WHEREAS, the Act requires the Township to notify all affected property owners within the proposed Downtown Glenside Business Improvement District ("DGBID") and allow them thirty (30) days to review a Preliminary Plan, to comment upon the Preliminary Plan during an advertised public hearing, to revise the Preliminary Plan accordingly if required, to allow them to review the Final plan for an additional thirty (30) days, to comment upon the Final Plan during an advertised public hearing, and to vote upon the Final Plan, and the Township has complied with all timelines required for passage; and

WHEREAS, the affected property owners in the DGBID were given an opportunity to file objections in writing with the Secretary of the Board of the Township within forty-five (45) days of presentation of the Final Plan; and

WHEREAS, the Secretary of the Board of the Township has received _____ written objections to the Final Plan and has determined that such number is less than 40%, in numbers, of the owners of benefited properties within the proposed DGBID; and

WHEREAS, the Final Plan has therefore been satisfactorily approved by at least sixty percent (60%) of the affected property owners within the DGBID and is attached hereto; and

WHEREAS, the owners of the benefited properties within the boundaries of the DGBID support the establishment of a BID and the listed programs and services as provided by the Final Plan which is attached to this Ordinance; and

WHEREAS, in the case of default in the payment of any installment and interest for a period of ninety (90) days after the payment becomes due, the Act allows the Township to assess and enforce penalties as described in Section 2 within this Ordinance; and

WHEREAS, the Board of the Township may include a sunset provision of no less than five years in this Ordinance and in the contract with the NIDMA.

Be it resolved by the Board of Commissioners of the Township of Cheltenham, Montgomery County, Pennsylvania as follows:

Section 1. The Board of the Township hereby establishes the Downtown Glenside Business Improvement District and enacts the DGBID Final Plan (attached hereto as Exhibit "A" and incorporated herein) as shown on the map attached as Exhibit 1 to the DGBID Final Plan. The Board hereby approves the DGBID Final Plan attached hereto as Exhibit "A" and incorporated herein.

Section 2. The Board designates the Downtown Glenside Business Improvement District, Inc. as the neighborhood improvement district management association, authorizes the Downtown Glenside Business Improvement District, Inc. to assess property owners within the DGBID a special property assessment fee in accordance with the provisions of this Ordinance and the Act, and also authorizes the Township Manager and the Township Finance Director to enter into an agreement with the Downtown Glenside Business Improvement District, Inc. detailing the respective duties and responsibilities of the Township and the Downtown Glenside Business Improvement District, Inc. (the "Agreement").

Section 3. The Agreement to be entered into between the Township Manager and the Township Finance Director and the Downtown Glenside Business Improvement District, Inc. detailing the respective duties of the parties after creation of the DGBID shall include an indemnity provision indicating that if any claim should arise alleging that the Board of the Downtown Glenside Business Improvement District, Inc. acts or has acted as an agent of the Township, the Board of the Downtown Glenside Business Improvement District, Inc. will indemnify, defend and hold the Township harmless from all claims, judgments and costs arising out of actions taken by the Board of the Downtown Glenside Business Improvement District, Inc. in furtherance of the services and improvements described herein.

Section 4. Claims to secure the assessments shall be entered in the Prothonotary's Office of Montgomery County by the Township at the same time and in the same manner of form and shall be collected in the same manner as municipal claims are filed and collected, except the following shall apply:

(a) In the case of default in the payment of any installment and interest for a period of ninety (90) days after the same shall become due, then the entire assessment, with accrued interest and penalties, shall become due and become a lien from the due date of the installment. Interest shall be calculated at the repayment rate of interest, not to exceed 10%, from the date of any default in payment on any installment due, plus an additional 10% shall be added to the amount due and payable for the costs incurred by the Township in collection of the entire assessment amount.

(b) Any owner of property, against whom an assessment has been made, may pay the same in full, at any time, with the accrued interest and costs thereon, and such payment shall discharge the lien of such assessment or installments then constituting a lien, and shall also release the claim to any later installments.

Section 5. The DGBID shall terminate on _____. The DGBID may be continued beyond such date, provided this Ordinance is reenacted following a review by the Board of the Township of the DGBID and the Downtown Glenside Business Improvement District, Inc. programs and services provided within the DGBID.

Section 6. The Secretary of the Board of the Township shall keep on file and make available for inspection by the public during regular business hours the DGBID Final Plan attached hereto as Exhibit "A" and all accompany exhibits referenced therein.

Section 7. Nothing in this Ordinance or in the Code of the Township of Cheltenham shall be construed to affect any suit or proceeding in any Court, and rights acquired or liability incurred, any permit issued or any cause or causes of action existing under the said Code prior to the adoption of this Ordinance.

Section 8. The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provisions hereof shall be held to be 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 if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not be included herein.

Section 9. This Ordinance shall take effect and be in force from and after its approval as required by law.

ENACTED into an **ORDINANCE** this ____ day of _____, 2011.

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**

By: _____
Harvey Portner, President

ATTEST:

By: _____
David G. Kraynik,
Secretary and Township Manager

(SEAL)

Exhibit "A"

DOWNTOWN GLENSIDE BUSINESS IMPROVEMENT DISTRICT FINAL PLAN

1) Map indicating the boundaries, by street, of the Downtown Glenside Business Improvement District (the "DGBID"); Attached hereto as Exhibit 1.

2) Detailed Report from the Municipality:

i) Name: The District shall be designated the Downtown Glenside Business Improvement District (the "DGBID").

ii) Service Area of the DGBID: The service area of the DGBID are set forth as follows:

All real properties that front on Easton Road between Mount Carmel and Waverly Road;

All real properties that front on East and West Glenside Avenue between Clayton Road and Keswick Avenue;

All real properties that front along the Keswick Avenue between Parkside Lane and Paxson Avenue; and

All real properties that front along Wesley Avenue between Easton Road and Bickley Avenue.

Assessed properties shall include those property that are commercial as defined by the Pennsylvania Neighborhood Improvement District Act, 73 P.S. §§ 831 *et seq.* (the "Act") and residential properties containing five (5) or more residential units. Tax-exempt properties located within the DGBID are permitted and encouraged to provide in-kind services or a financial contribution to the Downtown Glenside Improvement District, Inc. in lieu of a property assessment fee.

iii) List of Properties to be Assessed: Attached hereto as Exhibit 2.

iv) List of Proposed Improvements Within the DGBID and their Estimated Cost: Within the DGBID, the following improvements, programs and services shall be provided at the estimated cost:

Year One:

Administration	\$45,000
Beautification	\$15,000
Marketing/Economic Development	\$30,318

Year Two

Administration	\$46,000
Beautification	\$15,000
Marketing/Economic Development	\$40,423

Years Three – Five

Administration	\$47,000
Beautification	\$15,000
Marketing/Economic Development	\$50,530

vi) Proposed Budget for the First Fiscal Year, Including Revenue Sources for Financing All Proposed Improvements:

A) Proposed Revenue Sources for Financing All Proposed Improvements, Programs and Services:

(1) **Annual Assessments.** All benefited properties located within the boundaries of the DGBID shall pay an annual assessment as follows:

Year One: 1.5 mills on each dollar of assessed valuation

Year Two: 2 mills on each dollar of assessed valuation

Year Three – Five: 2.5 mills on each dollar of assessed valuation

Residential properties are hereby exempt from paying the annual DGBID assessment.

The set millage shall generate an annual revenue of the following amounts in each year:

Year One:	\$33,138
Year Two:	\$44,424
Years Three-Five:	\$55,530

(2) **Arcadia Annual Contribution.** Arcadia University has agreed to partner with the Downtown Glenside Business Improvement District, Inc. to improve the business environment within the DGBID. Arcadia University has therefore agreed to contribute an annual amount of \$20,000 to the budget of the DGBID. The contribution shall be paid to the Downtown Glenside Business Improvement District, Inc. no later than March 1st of each year.

(3) **Event Sponsorships.** The Downtown Glenside Business Improvement District, Inc. shall garner support from corporations and foundations to assist in sponsoring special events in the DGBID. The Downtown Glenside Business Improvement District, Inc. shall attempt to annually raise \$10,000 in event sponsorships to assist in paying for proposed improvements within the DGBID.

(4) **Advertising Co-ops.** The Downtown Glenside Business Improvement District, Inc. shall structure annual advertising campaigns that provide an opportunity for co-operative advertising campaigns. The Downtown Glenside Business Improvement District, Inc. shall formulate annual campaigns that seek to generate \$ 12,000 annually.

(5) **Township Contribution.** The Township shall annually contribute \$15,000 in either monetary funds or in-kind services to assist the Downtown Glenside Business Improvement District, Inc. in implementing the beautification program.

B) Uses: The proposed budget for the first fiscal year is \$90,318 and is attached hereto as Exhibit 3.

vii) Estimated Time for Implementation and Completion of All Proposed Programs and Services: The plan anticipates these programs and services shall be provided on an annual basis within the first year of operation through year five.

viii) The Administrative Body Which Will Govern and Administer the BID: The Downtown Glenside Business Improvement District, Inc., shall be incorporated as a 501(c)(3) corporation created and designated as the NIDMA for purposes of governing and administering programs and services within the DGBID.

ix) Powers and Duties of and the Method for Making Decisions by the NIDMA: The Downtown Glenside Business Improvement District, Inc. will make decisions according to the bylaws created and attached hereto as Exhibit 4 and be incorporated under the articles of incorporation created and attached hereto as Exhibit 5.

The Board of the Downtown Glenside Business Improvement District, Inc. shall consist of nine members that are property or business owners within the DGBID who shall be appointed in a manner consistent with the bylaws of the Downtown Glenside Business Improvement District, Inc. The Board shall include one (1) representative of Arcadia University and one (1) representative of the Township.

x) Method of Determining the Assessment Fee to be Levied on Property Owners within the DGBID under the Act: The programs and services shall be financed by an annual assessment of all commercial benefited properties located within the following boundaries:

All real properties that front on Easton Road between Mount Carmel and Waverly Road;

All real properties that front on East and West Glenside Avenue between Clayton Road and Keswick Avenue;

And all real properties that front along the Keswick Avenue between Parkside Lane and Paxson Avenue; and

All real properties that front along Wesley Avenue between Easton Road and Bickley Avenue.

All aforesaid properties shall be assessed at the following rates in each respective year:

Year One: One and one-half (1.5) mill for each dollar of assessed value

Year Two: Two (2) mills for each dollar of assessed value

Year Three: Two and one half (2.5) mills for each dollar of assessed value

Year Four: Two and one half (2.5) mills for each dollar of assessed value

Year Five: Two and one half (2.5) mills for each dollar of assessed value

xi) Appointment Initial Board Members. The following persons shall be appointed to serve as initial board members of the Downtown Glenside Business Improvement District, Inc.:

a)

b)

c)

d)

e)

f)

g)

The following person shall be appointed as the Township of Cheltenham Representative:

a)

The following person shall be appointed as the Arcadia University Representative:

a)

3) Additional Requirements under the Act:

i) Specific Duties and Responsibilities of Both the Downtown Glenside Business Improvement District, Inc. and the Township of Cheltenham with respect to the DGBID.

1) The Downtown Glenside Business Improvement District shall:

- (1) Seek grant funding for all physical improvements identified within the Plan.
- (2) Seek additional financial support for the DGBID from area residents and corporations.
- (3) Implement and oversee the programs and services identified within the Plan.
- (4) Send invoices to all owners of property listed in Section 2)iii) above that are located within the DGBID.
- (5) Send notices of both delinquencies and requests for lien removal to the Township.
- (6) Collect revenues pursuant to section 2)vi) above.
- (7) Submit an annual audit of all income and expenditures to the Commonwealth of Pennsylvania, Department of Community and Economic Development and to the Township of Cheltenham. Said audits shall be submitted within one hundred twenty (120) calendar days after the end of the fiscal year.

2) The Township of Cheltenham shall:

- (1) File liens:
 - (a) Claims to secure the assessments shall be entered in the Prothonotary's Office of Montgomery County
 - (b) Bills for lien costs shall be sent to the Downtown Glenside Business Improvement District, Inc.
- (2) Work with the Downtown Glenside Business Improvement District, Inc. in securing funding for physical improvements identified within this Plan.
- (3) Work with the Downtown Glenside Business Improvement District, Inc. in planning and implementing physical improvements identified within this Plan.

ii) Requirement for a Written Agreement be signed by the Township and describing in detail their respective duties and responsibilities: Within ninety (90) days of the passing of the Ordinance

creating the DGBID, the Downtown Glenside Business Improvement District, Inc. and Township shall enter into a written agreement (the "Agreement") describing in detail the respective duties and responsibilities of the Township and the Downtown Glenside Business Improvement District, Inc.

iii) Municipal Programs and Services: For the Agreement referred to in Section 3)ii herein, it is acknowledged that the Agreement shall require the Township to maintain the same level of municipal programs and services provided within the DGBID before DGBID designation as after DGBID designation, to the extent that municipal programs and services directly relate to this Plan. The Township may include in the Agreement a sunset provision of no less than five years for renewal of the Agreement. Under the Agreement, the Township will be responsible for the collection of all property assessment fees levied within the DGBID.

iv) Sunset Provision: The DGBID shall automatically terminate on _____, unless continued or extended by subsequent action of the Board of the Township of Cheltenham in accordance with the provisions of the Act.

v) Defeat of Establishment of DGBID. A negative vote of at least forty percent (40%) of the property owners within the DGBID shall be required to defeat the establishment of the DGBID by filing objections with the Secretary of the Board of the Township within forty-five (45) days of presentation of this Final Plan where the Board of the Township is inclined to establish the DGBID.

APPLICATION FOR PERMIT TO INSTALL AND OPERATE FLASHING WARNING DEVICES
PLEASE TYPE OR PRINT ALL INFORMATION IN BLUE OR BLACK INK



Date: 11/17/11

WHEREAS, the Township of Cheltenham, Montgomery County,
(City, Township, Borough)
desires to erect, operate and maintain flashing warning devices on Church Road (SR 2038) at Old York Road Spur and Westminster Road
(Highway, Street, or intersection - show L.R. or S.R. if known)
for a pedestrian-actuated crossing of Church Road and the northbound ramp to Old York Road Spur, and
(Name of School or Name and Number of Fire House when applicable)

WHEREAS, Sections 1105 and 1110 of the Vehicle Code requires the approval of the Secretary of Transportation before any traffic control device may be legally erected.

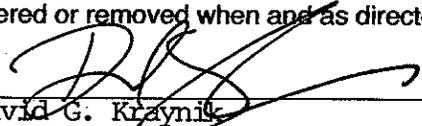
NOW, THEREFORE, BE IT RESOLVED, that flashing warning devices be erected at the above mentioned location, subject to the approval of the Secretary of Transportation, and that his approval is hereby requested, and

BE IT FURTHER RESOLVED, that, in the event a permit for these devices is approved after proper investigation by the Secretary of Transportation or his agent, the Township of Cheltenham
(City, Township or Borough)
will be bound by the following provisions:

The installation shall be made in accordance with the requirements of the Regulations for Traffic Signs, Signals and Markings of the Department of Transportation or latest approved Department of Transportation standards, and

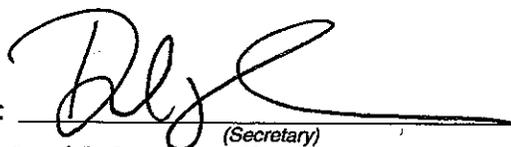
Should future highway or traffic conditions, or legal requirements, necessitate alteration of the construction or operation, or hours of operation, or removal of the flashing warning devices at the above mentioned location, they:

shall be altered or removed when and as directed by the Secretary of Transportation.

I, , Secretary of the Township of Cheltenham
David G. Kraynik

do certify that the foregoing is a true and correct copy of the resolution legally adopted at a meeting held November 16, 2011.
(Date - mm/dd/yyyy)

(SEAL)

Signature: 
(Secretary)
David G. Kraynik
Township Manager

**AGREEMENT FOR COLLECTION OF
DELINQUENT REAL ESTATE TAXES
ON BEHALF OF CHELTENHAM TOWNSHIP**

Portnoff Law Associates, Ltd. (hereinafter "Portnoff") agrees to undertake the collection of delinquent real estate taxes during the term of this contract, for Cheltenham Township, (hereinafter referred to as "Township") pursuant to the following terms and conditions.

Township agrees to retain Portnoff as its exclusive agent and special counsel for the collection of unpaid real estate taxes during the term of this Agreement. Township agrees to enact any and all ordinances required by state law to impose the attorney fees, charges, expenses, commissions and fees set forth herein upon the delinquent property owner.

Township agrees to transmit to Portnoff, within sixty (60) days of the date the agreement becomes binding, the following: name of property owner, property address, billing address, tax parcel number, assessed value of the property, and the year and amount of the delinquency.

Township hereby retains Portnoff to provide all delinquent property owners with the notice as required by the Municipal Claims and Tax Liens Act, 53 P.S. §7101 et seq., at a cost of \$40.00 per notice, plus postage. Township will not be required to pay the invoice until revenue equal to the amount of the invoice has been generated through the collection process.

If the above steps do not result in payment in full, Portnoff shall undertake legal proceedings to collect Township's delinquent real estate taxes as set forth below and shall be compensated according to the following fee schedule:

<u>ACTION</u>	<u>LEGAL FEES</u>	<u>PROTHONOTARY FEES</u>	<u>SHERIFF FEES</u>
Verify data, set up and open file, prepare and send demand letter, account for monies received.	\$160.00		
File lien and send second letter and account for monies received. Prepare and file praecipe to satisfy lien.	\$250.00	Per current County fee schedule	
Prepare and file Writ of Scire Facias, account for monies received.	\$250.00	Per current County fee schedule	Varied
Prepare and mail correspondence per Pa. R.C.P. §237.1	\$ 30.00		
Prepare and file Default Judgment, account for monies received.	\$175.00	Per current County fee schedule	
Prepare and file Writ of Execution for Sheriff Sale.	\$800.00	Per current County fee schedule	Varied ¹

¹ A deposit of \$4,020.00 is required, and is adjusted based upon actual costs.

Township acknowledges that the fees set forth herein are fair and reasonable fees for the services to be provided.

There may be instances where additional legal action is necessary. If the sheriff is unable to serve the property owner, it may be necessary to re-issue the writ of scire facias. Portnoff's charge for the re-issuance is \$30.00. If it is necessary to move the court for service, Portnoff's charge for preparation of the pleadings and effectuating service is \$250.00. There may be advertising costs above and beyond the legal fee. If Portnoff is required to file a Petition to Assess Damages (i.e. the legal fees and costs), Portnoff's charge is \$50.00. If Township wishes for Portnoff to continue a Sheriff Sale, Portnoff's charge is \$50.00. If Portnoff must attend a Sheriff Sale, there is an additional charge of \$400.00 for Portnoff's preparation for the sale, attendance at the sale and the implementation of the paperwork thereafter. If it is necessary for Portnoff to petition the court for an Order to Sell Free and Clear, Portnoff's charge is \$400.00. If Portnoff receives a check that is returned from the bank, there will be a handling charge of \$30.00. If Portnoff receives an overpayment, and issues a refund, there will be a handling fee of \$20.00. If the property owner files for bankruptcy protection and Township wishes for Portnoff to file a claim on its behalf, there will be a charge of \$100.00.

In the event Township authorizes Portnoff to accept a payment schedule involving payments of three (3) months or less, Portnoff shall be entitled to a one-time fee of \$25.00 for bookkeeping services. In the event Township authorizes Portnoff to accept a payment plan schedule involving payments of more than three (3) months, Portnoff shall be entitled to a one-time fee of \$50.00 for bookkeeping services. If Portnoff is asked to research and prepare a guaranteed written payoff letter that sets forth the status of delinquent accounts within the Township, the fee for doing so is \$25.00.

If extraordinary litigation arises, Township will be billed at an hourly rate. For instance, if a property owner files an affidavit of defense to the writ of scire facias, Portnoff will keep daily records of time expended in prosecuting the claim, and bill for that time at an hourly rate, together with any out of pocket costs. The rate of Portnoff's personnel ranges from \$60-\$225 per hour. Portnoff will have the work delegated cost-effectively. If Portnoff prepares a Request for Production of Documents in preparation for trial, the charge is \$25.00. The charge to prepare a Pre-Trial Memorandum is \$150.00. The charge to prepare a Motion for Judgment for Want of Sufficient Affidavit of Defense pursuant to 53 P.S. §7271 is \$150.00.

The charges for out-of-pocket costs, expenses, commissions and fees which include, but are not limited to, postage, title searches, prothonotary fees, and sheriff fees, are passed directly on to Township and may vary from those set forth above. All of the above charges are passed on by Township to the delinquent property owner and become a part of its lien.

Portnoff Law Associates, Ltd. will undertake the representation of Township in the collection of its delinquent real estate taxes without any out-of-pocket expense to the Township with the understanding that the payment of Portnoff's legal fees and court costs will be contingent upon collection thereof from the delinquent property owner, subject to the following caveats:

1. If the Township suspends legal action prior to payment in full or the listing of the real estate for Sheriff Sale, and/or
2. If legal proceedings are instituted or continued due to Township error, and/or
3. Upon expiration or termination of the contract.

In those situations, the Township is obligated to pay Portnoff all fees and costs incurred in connection with those accounts.

Portnoff will remit funds received, together with a detailed accounting, in an easy-to-read format, no less frequently than once per month, and weekly when the accumulated funds are more than \$1,000.00. In the event Township requires additional information, record organization or custom financial reports, Township shall be charged a minimum of \$25.00 per request, and will be billed at an hourly rate of \$60.00.

Portnoff agrees to indemnify, hold free and save harmless Township from any and all acts or omissions of Portnoff in the collection of the above-mentioned delinquencies. Township shall save harmless and indemnify Portnoff from and against any and all loss, damage or claim for actual or attempted fee collection arising from the withholding of correct, legal or proper information by Township from Portnoff.

It is understood and agreed that the success of this process is predicated upon Township's willingness to proceed to Sheriff Sale in the absence of payment. In the event Township desires to suspend litigation prior to payment in full, or the listing of the real estate for sheriff sale, Township becomes immediately obligated to reimburse Portnoff for all costs and to pay Portnoff all fees for all services actually performed until the withdrawal in connection with the withdrawn claims.

Township agrees at all times to provide Portnoff with cooperation and candor, and to respond in a timely manner to all requests and inquiries Portnoff may have with regard to any assessment or other matter germane to Portnoff's representation. Portnoff likewise agrees at all times to provide the Township with a listing of information and respond in a timely manner to all requests and inquiries the Township may have with regard to any assessment, pending claim, or any other matter pertaining to a delinquent account. The Township agrees to refer to Portnoff for collection all those accounts which are declared delinquent by the Township. Township agrees to adopt a policy whereby requests for hardship exemptions can be properly evaluated. Portnoff will assist, upon request, in the establishment and administration of such a policy without additional charge. Township reserves the right to determine which accounts are declared delinquent and all such accounts shall be referred to Portnoff.

Prior to initiating any official duties, Portnoff shall give and acknowledge a bond to the Township as follows:

1. Portnoff will obtain a surety bond yearly in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00).

2. Each bond shall be joint and several, with one (1) or more corporate sureties, which shall be surety companies authorized to do business in the Commonwealth of Pennsylvania and licensed by the Pennsylvania Insurance Department.

3. Each bond shall be conditioned upon the completion of all of the following by Portnoff's employees, agents and appointees:

- i. the faithful execution of all duties required in the collection of delinquent real estate taxes;
- ii. the just and faithful accounting or payment over of all monies and balances paid to, received or held by Portnoff by virtue of this Agreement;
- iii. the delivery of all tax records or other official items held by Portnoff to any successor.

4. Each bond shall be taken in the name of the Township and shall be for the use of the Township.

5. The Township may sue upon the bond for the payment or distribution of any taxes, fees, charges, expenses, commissions including, but not limited to, attorney's fees, and interest not paid over to the Township as a result of the violation of any of the aforesaid duties.

6. Each bond shall contain the name of the surety company bound on the bond.

7. The Township may, upon cause shown and due notice to Portnoff and Portnoff's sureties, require or allow the substitution or the addition of a surety company acceptable to the Township for the purpose of making the bond sufficient in amount, without releasing the sureties first approved from any accrued liability or previous action on the bond.

8. The Township shall designate the custodian of the bond.

9. Portnoff shall provide to the Township and the Township Solicitor copies of all bonds in effect with the Township.

10. Copies of all bonds in effect shall be made available upon request of the Township and at no cost to the Township.

This agreement shall be in effect from December 1, 2011 through December 31, 2012. This agreement shall be renewed under the same terms and conditions bi-annually for two year terms thereafter unless either party provides written notice of termination to the other no later than 45 days prior to the expiration of the contract. Upon termination of the contract, Township shall promptly execute and deliver whatever documents are necessary to allow Portnoff to formally withdraw its appearance in any and all pending litigation. Termination of the contract does not relieve any obligations of Township to pay any sums due Portnoff hereunder.

This agreement becomes binding upon Township upon adoption by Township of an appropriate ordinance as to the same. No terms and/or conditions of this agreement may be changed without first receiving approval from Township.

Cheltenham Township

Portnoff Law Associates, Ltd.

By: _____

By: _____

Attest: _____

Attest: _____

Date: _____

Date: _____