

January 22, 2014
Curtis Hall

A regular meeting of the **BOARD OF COMMISSIONERS** was held this evening, President Harvey Portner presiding. Members present were Commissioners Haywood, McKeown, Norris, Rappoport, Sharkey, and Simon.

Staff present were Charlyn Battle, Director of Human Resources; Michael Fleming, Public Works Coordinator; Nancy Gibson, Public Information and Complaint Officer; Brian Hinson, Acting Director of Parks and Recreation; Mark McDonnell, Public Works Superintendent; Amy Montgomery, Township Engineer; John J. Norris, Chief of Police; Joseph O'Neill, Fire Marshal; Bruce Rangnow, Director of Fiscal Affairs; and Bryan T. Havis, Township Manager. Also present was Andrew Freimuth, Esq., Wisler Pearlstine, LLP. There were no signatures to the Public Attendance List that was provided.

1. The meeting commenced at 7:30 p.m. with the Pledge of Allegiance being led by Commissioner Simon.
2. Mr. Portner announced that prior to the meeting, the Commissioners held an Executive Session to discuss personnel matters.
3. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated December 18, 2013 and Reorganization Meeting Minutes dated January 6, 2014, upon motion of Mr. McKeown, 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 December, 2013, upon motion of Mr. Sharkey, the Report was unanimously approved by the Board of Commissioners.
5. Each member having received a copy of the Accounts Paid Report for the month of December, 2013, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners.
6. Mr. McKeown presented **Resolutions** honoring the following Township employees upon their recent retirement (see attached):
 - Marie Henger, Building and Zoning Department, 13 years, Resolution No. 4-14
 - Mary Raab, Public Works Department, 15 years, Resolution No. 5-14
 - Abbey Spector, Building and Zoning Department, 16 years, Resolution No. 6-14
7. Mr. Sharkey presented Community Service Awards to students of Arcadia University in recognition of their volunteer efforts on behalf of the Township's WinterFest and tree decorating event in Downtown Glenside as follows:

Tim O'Leary
Seth Shoap
Arron Bell
Garett Vail
Alex Miller

Josh Pacana
Ricardo Margoles
Mike Eric
Danny Herrera
Josiah Schendel
Alex Miller

8. Review of the Public Works Committee Meeting Minutes dated January 15, 2014.

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L13-109 to the owner of 1725 Cheltenham Avenue, La Mott, PA relating to roof replacement as (informally) recommended by the La Mott Board of Historical and Architectural Review.

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a request for a waiver from the requirements of land development for the Cheltenham Presbyterian Church, 7507 Tookany Parkway, Cheltenham. Mr. Havar noted that all conditions of the Township Engineer were complied with by the applicant.

c. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously awarded a Contract to Ryland Construction Company, Inc. in the amount of \$12,000.00 for the Ashmead Road Bridge Beam Repair.

d. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2277-14** revising the Township's Tapping Fee for sanitary sewer capacity in compliance with Act 57 of 2003, and increasing said fee from \$1,550 per EDU to \$3,500 per EDU (see attached).

e. The Board of Commissioners considered an agreement in the amount of \$1,800 annually with the Pennsylvania Department of Environmental Protection for the installation of an Air Sampler on Township-owned property located at 8230 Old York Road, Elkins Park. Mr. Freimuth advised that Solicitor Bagley has reviewed the agreement's language and concurs with it. In response to a question from Mr. Simon, Mr. Freimuth stated that the Commonwealth is self-insured.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a License Agreement with the Pennsylvania Department of Environmental Protection ("PADEP") authorizing the erection of an Air Monitoring Station ("Air Sampler") at the Township Administration Building to monitor air quality (see attached).

f. Ms. Rappoport and Mr. Simon made certain corrections to the Public Works Committee minutes. The Board of Commissioners unanimously agreed to said corrections.

g. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Public Works Committee Regular Meeting Minutes dated January 15, 2014 as amended.

9. Review of the Public Safety Committee Meeting Minutes dated January 8, 2014.

9. Review of the Public Safety Committee Meeting Minutes dated January 8, 2014.

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2278-14** amending Chapter 285, thereof, entitled “Vehicles and Traffic” (see attached).

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Public Safety Committee Regular Meeting Minutes dated January 8, 2014.

10. Review of the Public Affairs Committee Meeting Minutes dated January 8, 2014.

a. Upon motion of Mr. McKeown, the Board of Commissioners unanimously accepted the Public Affairs Committee Regular Meeting Minutes dated January 8, 2014 as amended.

11. Review of the Building and Zoning Committee Meeting Minutes dated January 8, 2014.

a. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the scheduling of a Public Hearing on Wednesday, February 19, 2014, at 8:30 p.m., at Curtis Hall, for the purpose of hearing the Conditional Use Application of Swift and Choi Development, LLC, owner of the premises known as 1900 Ashbourne Road, for the purpose of developing said property under the provisions of the underlying M2 (Multiple Dwelling) District rather than the provisions of the Preservation Overlay District.

b. Ms. Rappoport made a certain change to the Building and Zoning Committee Minutes. The Board of Commissioners unanimously concurred with said change.

c. Upon motion of Mr. Haywood, the Board of Commissioners unanimously accepted the Building and Zoning Committee Regular Meeting Minutes dated January 8, 2014 as amended.

12. Under Old Business – none.

13. Under New Business:

a. Mr. Sharkey reviewed plans for the 8th Annual Legs Against Arms 5K Race and Walk sponsored by Arcadia University and Physicians for Social Responsibility.

David Trevaskis, race organizer and member of the Board of the Physicians for Social Responsibility, reviewed his meeting with Township Staff and specific plans for the race and related events. He reported that certain residents living in the vicinity of the race will receive certain perks such as free admission to events as a gesture for any inconvenience they incur resulting from the event. In response to a question from Mr. Simon, Mr. Trevaskis stated that there is no alternative date in the event of inclement weather (rain date), and the race has never been cancelled in the past due to weather.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the Annual Legs Against Arms 5K Race and Walk as presented this evening for Sunday, April 6, 2014, beginning at 9 a.m. and ending at 11:30 a.m.

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 7-14** honoring Bruce Williams upon his retirement as principal of the Glenside Elementary School. Said Resolution to be presented at a future meeting of the Board of Commissioners.

c. 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 reorganizations of the citizens' committees for the advice and consent of the Board.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the reorganizations as submitted by the Board President (see attached).

d. Upon the recommendation of Mr. Simon, the Board of Commissioners unanimously approved Community Service Awards for members of the CreekSide Coop in recognition of their volunteer efforts. Said awards to be presented at a future meeting of the Board of Commissioners.

14. Under Citizens' Forum:

Joseph Simone stated that he is a resident of 52 years and had concerns about the high school taxes. For several years, he has been doing a comparative study of the Cheltenham School District to other school districts. He reviewed: the current school tax rate compared to other school districts; low performance results; the low ranking of various schools according to the Penna. School Performance Profile; Philadelphia Magazine's ranking of the school district; and the negative impact of high school taxes on seniors who want to sell their homes.

In response to a question from Ms. Rappoport, Mr. Simone's rectifying suggestions included closure of some schools that have empty classrooms; less administrative facilities; no new schools should be built; eliminating old school teachers' sabbaticals; principals should spend more time in staff development; lengthen the school year and increase the number of school days; the salaries of top administrators are too high, and there should be a moratorium on salary increases; better performance reviews are needed.

There being no further business, upon motion of Mr. Portner, and unanimously approved by the Board of Commissioners, the meeting was adjourned.



Bryan T. Havir
Township Manager

as per Anna Marie Felix

*A Resolution No. 4-14
of the Board of Commissioners of Cheltenham Township*

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great admiration and respect, honors **MARIE HENGER** on the occasion of her retirement after 13 years of dedicated service with the Township; and

Whereas, **MARIE HENGER** joined the Cheltenham Township staff as Sewer Clerk in the Building, Zoning and Engineering Department on July 24, 2000. Her primary responsibility was maintaining and updating Township sewer records, including calculating fractional year bills and inputting fixture changes. She analyzed Aqua Pennsylvania water usage data every year to determine appropriate sewer charges on the tax bills for all Township properties. Her diligence increased Township revenues by establishing proper water consumption amounts; and

Whereas, **MARIE HENGER** also maintained the plumber, electrician and HVAC contractor registration lists and served as the department's backup secretary as needed. She especially enjoyed assisting residents and deeply appreciated her relationship with all of her co-workers. She will be greatly missed by those colleagues after her retirement on December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Twenty-Second Day of January, A.D., 2014, does hereby officially honor **MARIE HENGER** for her dedicated service to the Cheltenham community and wishes her good fortune in all her future endeavors. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be presented to Ms. Henger.

IN WITNESS WHEREOF, I, HARVEY PORTNER, President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, have hereunto set my hand and caused the Seal of the Township of Cheltenham to be made a part thereof. DONE AT ELKINS PARK, PENNSYLVANIA, in the year of the Township of Cheltenham, the one hundred and fifteenth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir
Township Manager and Secretary

*A Resolution No. 5-14
of the Board of Commissioners of Cheltenham Township*

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great admiration and respect, honors **MARY A. RAAB** on the occasion of her retirement after 15 years of dedicated service with the Township; and

Whereas, **MARY A. RAAB** joined the Cheltenham Township staff as Secretary in the Public Works Department on May 11, 1998. Her many duties included maintaining department records; preparing letters, reports, bids and spreadsheets; maintaining phone and email logs; preparing the Public Works Committee's monthly agendas and minutes; processing Right-of-Way permit applications; coordinating with the Code Enforcement Officer regarding complaints and violations; managing the Resident Parking Permit Program and Handicap Parking permits; and compiling MS4 data for the annual report; and

Whereas, An invaluable resource thanks to her extensive knowledge and experience, **MARY A. RAAB** always maintained a pleasant, helpful demeanor that was appreciated by co-workers and public alike. She also contributed her hostess skills to enhance Township celebrations. She will be greatly missed by those fortunate enough to work with her after her retirement on December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Twenty-Second Day of January, A.D., 2014, does hereby officially honor **MARY A. RAAB** for her dedicated service to the Cheltenham community and wishes her good fortune in all her future endeavors. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be presented to Ms. Raab.

IN WITNESS WHEREOF, I, HARVEY PORTNER, President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, have hereunto set my hand and caused the Seal of the Township of Cheltenham to be made a part thereof. DONE AT ELKINS PARK, PENNSYLVANIA, in the year of the Township of Cheltenham, the one hundred and fifteenth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir
Township Manager and Secretary

*A Resolution No. 5-14
of the Board of Commissioners of Cheltenham Township*

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great admiration and respect, honors **ABBEY SPECTOR** on the occasion of his retirement after 16 years of dedicated service with the Township; and

Whereas, **ABBEY SPECTOR** joined the Cheltenham Township staff as Assistant Building Inspector in the Building, Zoning and Engineering Department on November 17, 1997. Critical to public safety, **ABBEY SPECTOR** conducted thousands of building, energy and mechanical inspections and plan reviews for residential, commercial, industrial and institutional properties. He also assisted with enforcement of shade tree and property maintenance codes and was on call for weekend and evening emergencies; and

Whereas, **ABBEY SPECTOR** routinely responded to phone calls and counter requests, tactfully helped troubleshoot disputes between property owners, and effectively collaborated with co-workers to successfully achieve department objectives. His experience, expertise and humor will be sorely missed by all his friends, colleagues and co-workers after his retirement on December 31, 2013.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Twenty-Second Day of January, A.D., 2014, does hereby officially honor **ABBEY SPECTOR** for his dedicated service to the Cheltenham community and wishes him good fortune in all his future endeavors. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be presented to Mr. Spector.

IN WITNESS WHEREOF, I, HARVEY PORTNER, President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, have hereunto set my hand and caused the Seal of the Township of Cheltenham to be made a part thereof. DONE AT ELKINS PARK, PENNSYLVANIA, in the year of the Township of Cheltenham, the one hundred and fifteenth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir
Township Manager and Secretary

**CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS
MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA**

ORDINANCE NO. 2277-14

**AN ORDINANCE FOR THE REVISION OF THE
TOWNSHIP'S TAPPING FEE FOR SANITARY SEWER
CAPACITY IN COMPLIANCE WITH ACT 57 OF 2003.**

WHEREAS, Cheltenham Township ("Township") is a municipal corporation existing under and governed by the First Class Township Code and the Cheltenham Township Home Rule Charter; and

WHEREAS, the Township currently maintains a tapping fee of \$1,550.00 per equivalent dwelling unit ("EDU"); and

WHEREAS, Pennsylvania Act 57 of 2003 ("Act 57") requires the calculation of tapping fees for sanitary sewer capacity in accordance with certain parameters set forth in such legislation; and

WHEREAS, the Board of Commissioners has directed its special consultant to update the tapping fee calculation in accordance with Act 57; and

WHEREAS, the special consultant has, accordingly, updated the tapping fee calculation based on currently available information; and

WHEREAS, the Township seeks to adopt the new tapping fee and, in compliance with Act 57 and the First Class Township Code, seeks to adopt the same by ordinance.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. the Board of Commissioners hereby accepts the report of Gilmore & Associates, Inc. and Keystone Consultants entitled "CHELTENHAM TOWNSHIP SEWER SYSTEM TAPPING FEE CALCULATION IN ACCORDANCE WITH PA ACT 57 OF 2013" dated November 12, 2013, a copy of which report is attached hereto and incorporated herein by reference as Attachment "A";

2. the Board of Commissioners hereby amends the Township Fee Schedule to revise the tapping fee for sanitary sewer capacity (exclusive of a special purpose part and a reimbursement part) to \$3,500.00 per EDU for residential and non-residential tapping fees;

3. the Board of Commissioners hereby establishes that all sewage capacity purchased from the Township prior to the date of adoption hereof, which hereafter is re-purchased by the Township from the initial purchaser shall only be re-purchased by the

Township at the lesser of the price of the tapping fee established by this Ordinance or the prior purchase price; however, nothing contained herein shall be construed to obligate the Township to undertake any such re-purchase;

4. the Board of Commissioners hereby confirms that to the extent this Ordinance conflicts with the existing Fee Schedule, resolution or other document of the Township previously adopted or relied upon ("Prior Fee Resolution"), this Ordinance shall supersede the Prior Fee Resolution;

5. the Board of Commissioners hereby permits the addition of a reimbursement portion of the tapping fee (where applicable) to the extent that a written agreement regarding reimbursement is entered into by the Township, and allows for the addition of a special purpose part of the tapping fee (where applicable) as established by the Township, and as may be further established and amended by the Township hereafter; and

6. this Ordinance shall be effective as soon as permitted by law.

ADOPTED this 22nd day of January 2014.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner
President

Bryan T. Havir

Attest: _____
Bryan T. Havir, Township Manager
and Secretary

LICENSE AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 20___, by and between Cheltenham Township, hereinafter called **OWNER** and the Commonwealth of Pennsylvania, Department of Environmental Protection, Harrisburg, Pennsylvania, hereinafter called **LICENSEE**.

WHEREAS, **LICENSEE** is authorized under Section 4(8) of the Air Pollution Control Act (35 P.S. 4001 et seq.) to conduct atmospheric sampling programs; and

WHEREAS, pursuant to such authority, **LICENSEE** seeks to erect an Air Monitoring Station to monitor air quality;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The **OWNER** grants to **LICENSEE** a license to use certain premises to access, erect, maintain, operate and remove an Air Sampler. The said Air Sampler and its associated equipment shall be located on 8230 Old York Road, Elkins Park, PA 19027, in Montgomery County, a site designated in red on the map attached hereto, made part hereof, and marked Exhibit "A", hereinafter called the "premises".

2. This **AGREEMENT** shall be for a term of five (5) years commencing on the date of this agreement, or until either party gives the other party ninety (90) day notice in writing of its intention to terminate the **AGREEMENT**, whichever occurs first. At the end of the term, the **LICENSEE** shall remove all materials placed on the premises and shall restore the premises to the same condition as it was found, to the reasonable satisfaction of the **OWNER**, provided that the **OWNER** may waive this requirement if it wishes to have the benefit of any of the improvements made by the **LICENSEE**.

3. **LICENSEE** shall pay to **OWNER** an annual fee of \$1,800, payable upon execution of this agreement and annually on the anniversary date of this agreement. The \$1,800 annual fee is the sum of a \$100/month lease fee, plus a \$50/month fee to cover electric costs. Checks shall be made payable to: Cheltenham Township.

4. After the original installation of said equipment has been completed, **LICENSEE**, at its own expense, shall maintain the same in good order and repair. No substantial changes, additions or alterations shall be made without obtaining prior written approval of **OWNER**.

5. **OWNER** agrees to allow the appropriate utility the right to enter upon its property to provide electric power to the premises but only at such access points and on such routes as agreed to by both parties.

6. **LICENSEE** agrees that in the event **OWNER** sells the property where **LICENSEE** has been permitted to enter on the premises, the **PURCHASER** of **OWNER'S** property shall have at their option the right to continue the license agreement, or terminate the agreement.

OWNER and/or **PURCHASER** will notify **LICENSEE** in writing, and sent by mail with both **OWNER'S** and **PURCHASER'S** signatures, of the intention to terminate the license, within five (5) business days of the closing on the sale of property.

Upon such notice, the **LICENSEE** shall within ninety (90) days of written notification, remove all materials placed on the premises and shall restore the premises to the same condition as it was found, provided that the **PURCHASER** may waive this requirement if it wishes to have the benefit of any of the improvements made by **LICENSEE**.

If **LICENSEE** is not so notified, this **AGREEMENT** shall remain in full force and effect.

7. In the event of any personal injury or property damage, liability will fall where it does by law against the responsible party. In any event, **LICENSEE** shall maintain comprehensive general liability insurance to protect **LICENSEE** and **OWNER** from claims arising out of the Department's performance of this **AGREEMENT**. The amounts of said insurance shall be for, a combined single limit of \$1,000,000 per person and \$2,000,000 aggregate. **LICENSEE** shall provide **OWNER** with a Certificate of Liability Insurance for the lease location.

8. All notices under this **AGREEMENT** must be in writing, and shall be validly given when sent to the address set forth below (or any other address that the party may have designated to the sender by like notice):

To **OWNER**: Township of Cheltenham
8230 Old York Road
Elkins Park, PA 19027
Attn: Township Manager

To **LICENSEE**: Commonwealth of Pennsylvania
Department of Environmental Protection
Bureau of Office Services
15th Floor, Rachel Carson State Office Building
P.O. Box 8473
Harrisburg, Pennsylvania 17105-8473

9. The **OWNER** shall comply with the terms and conditions of the following attached hereto and made a part hereof:

Exhibit "B" - Provisions for Commonwealth Contracts
Exhibit "C" - Nondiscrimination Clause

10. All rights, duties and responsibilities under this **AGREEMENT** shall extend to and be binding upon the heirs, legal representatives, successors and assigns of the parties hereto.

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

B. If this contract is other than a grant agreement,

the Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. The Contractor and each subcontractor shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. The Contractor and each subcontractor shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor shall, within the time periods requested by the Commonwealth, furnish all necessary employment documents and records and permit access to their books, records, and accounts by the contracting agency and the Bureau of Minority and Women Business Opportunities (BMWBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. Within fifteen (15) days after award of any contract, the Contractor shall be required to complete, sign and submit Form STD-21, the "Initial Contract Compliance Data" form. If the contract is a construction contract, then the Contractor shall be required to complete, sign and submit Form STD-28, the "Monthly Contract Compliance Report for Construction Contractors", each month no later than the 15th of the month following the reporting period beginning with the initial job conference and continuing through the completion of the project. Those contractors who have fewer than five employees or whose employees are all from the same family or who have completed the Form STD-21 within the past 12 months may, within the 15 days, request an exemption from the Form STD-21 submission requirement from the contracting agency.
6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Contract. For the purpose of these provisions, the term "Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information") the Contractor shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of the Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

PENNSYLVANIA ELECTRONIC PAYMENT PROGRAM (PEPP):

- b. If the Commonwealth needs the Grantee's or Subgrantee's assistance in any matter arising out of the RTKL related to this Grant Agreement, it shall notify the Grantee or Subgrantee using the legal contact information provided in the Grant Agreement. The Grantee or Subgrantee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires Grantee's or Subgrantee's assistance in responding to a request under the RTKL for information related to this Grant Agreement that may be in Grantee's or Subgrantee's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Grantee or Subgrantee shall:
 - 1) Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Grantee's or Subgrantee's possession arising out of this Grant Agreement that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
 - 2) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Grant Agreement.
- d. If the Grantee or Subgrantee considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that Grantee or Subgrantee considers exempt from production under the RTKL, Grantee or Subgrantee must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by the representative of Grantee or Subgrantee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from Grantee or Subgrantee in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, Grantee or Subgrantee shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If Grantee or Subgrantee fails to provide the Requested Information within the time period required by these provisions, Grantee or Subgrantee shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse Grantee or Subgrantee for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Grantee or Subgrantee may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, Grantee or Subgrantee shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of Grantee's or Subgrantee's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, Grantee or Subgrantee agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Grantee's or Subgrantee's duties relating to the RTKL are continuing duties that survive the expiration of this Grant Agreement and shall continue as long as the Grantee or Subgrantee has Requested Information in its possession.
- ii. If this contract is a lease agreement:

- a. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.
- b. "Consent" means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.
- c. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.
- d. "Financial interest" means:
 1. Ownership of more than a five percent interest in any business; or
 2. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. "Gratuity" means tendering, giving or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- f. "Immediate family" means a spouse and any unemancipated child.
- g. "Non-bid basis" means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- h. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

OFFSET PROVISION

The Contractor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term Contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth, or with a person under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term Contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

- a. The Contractor must certify, in writing, for itself and all its subcontractors, as of the date of its execution of any Commonwealth contract, that neither the Contractor, nor any subcontractors, nor any suppliers are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and,

- a. Approved in writing by the Commonwealth prior to its disclosure; or
 - b. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - c. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - d. Necessary for purposes of Contractor's internal assessment and review; or
 - e. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - f. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
 - g. Otherwise required by law.
10. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:
- a. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - b. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - 1. obtaining;
 - 2. attempting to obtain; or
 - 3. performing a public contract or subcontract

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

- c. Violation of federal or state antitrust statutes.
- d. Violation of any federal or state law regulating campaign contributions.
- e. Violation of any federal or state environmental law.
- f. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
- g. Violation of the Act of June 2, 1915 (P.L.736, No. 338), known as the Workers' Compensation Act, 77 P.S. 1 et seq.
- h. Violation of any federal or state law prohibiting discrimination in employment.
- i. Debarment by any agency or department of the federal government or by any other state.

IN WITNESS WHEREOF, the parties have duly executed this AGREEMENT the day and year first above written.

ATTEST:


Bryan T. Havis, Township Manager

OWNER:


Name Printed: Harvey Portner
Title: President, Cheltenham Twp. Board of Commissioners
Federal EIN: 23-6004587

ATTEST:

LICENSEE:

Executive Deputy Secretary
of Administration and Management
Department of Environmental Protection

Approved as to Legality and Form:

Office of Attorney General

Chief/Assistant Counsel
Department of Environmental Protection

Approved:

Comptroller

ORDINANCE NO. 2278-14

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 **ADDING** the following:

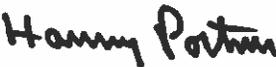
- | | | |
|----------------|------|---|
| CENTRAL AVENUE | (19) | STOP STREET at Beecher Avenue. |
| ERLEN ROAD | (8) | Handicapped Parking at 1725 Erlen Road. This addition is effective for the duration period that this resident is eligible for a reserved handicapped parking space. |

SECTION 2. 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 3. This Ordinance shall take effect and be in force from and after its approval as required by law.

ENACTED into an Ordinance this 22nd of January, A.D., 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

By 
President


ATTEST: _____
Bryan T. Havir, Township Manager
and Secretary

CIVIL SERVICE COMMISSION

Revised: January 2014		
Length of Terms: 6 years		
Max. number of members: 3		
	Membership	Nonlinee
1	Township Commissioner Representative	Commissioner Harvey Portner
2	Public-at-Large	Robert C. Gerhard, Jr. *
3	Public-at-Large	James E. Reynolds
Alternates		
	Public-at-Large (Alternate)	Edward Hazewski
	Public-at-Large (Alternate)	Lola Young-Tullin
	*New Appointment	

ECONOMIC DEVELOPMENT TASK FORCE

	Revised: January 2014	
	Length of Terms: 2 years	
	Max. number of members: 15	
	Membership	Nominee
1	Public-at-Large	David L. Cohan
2	Public-at-Large	Brad M. Pransky
3	Public-at-Large	Maureen B. Haft
4	Public-at-Large	Kenneth L. Mirsky
5	Public-at-Large	Fred Milbert
6	Public-at-Large	Dwight Lewis
7	Public-at-Large	David Kratzer
8	Public-at-Large	Jonathan D. Essoka, Ph.D.
9	Public-at-Large	Shelia K. Perkins
10	Public-at-Large	David Rosenberg
11	Public-at-Large	Charles K. Harmer
	EX-OFFICIO MEMBERS	
	Township Manager	Bryan T. Havir
	Asst. Township Mgr.	
	Director, Fiscal Affairs	Bruce Rangnow
	School District	Napoleon Neilson
	Representative	
	Glenside Postmaster	Justin Gazzara
	Arcadia University	Laura Baldwin
	Cheltenham Sq. Mall	Chautaun Porch, Gen. Mgr.
	Twp. Finance Officer	Stephen G. Burns
	Lynewood Gardens	Yitz Moller

ENVIRONMENTAL ADVISORY COUNCIL

Ex-Officio Members	
Lawrence Silverman	
Janet Starwood	
Amy Steffen	
Thomas G. Bale	
Justin S. Moriconi, Esq.	
Natalie Hursky	
Sandra Cohen	
Hannah Mazzeccaro	
Dr. Kurt E. Ahrens	
Peter Blau	
Daryl Carrington	
Christopher Edelstein	
Commissioner Kathy Hampton	
Susan Levey	
Thomas McHugh	
Oiga McHugh	
William Mettler	
Beth Yount	
Earl Stamm	
Josey Stamm	
Tom Macchi	
Robert Hyalop	
Robin Eisman	
Brad Baker	
Diane Diftenderfer	
Karan Shaffran	
Rob Fleming	
James Butt	
Rebecca Messa	
Kevin Aires	
Lisa Donahue	
Judith Gratz	
Bonita E. (Bonnie) Hay	

HISTORICAL COMMISSION

	Revised: January 2014	
	Length of Terms: 2 years, staggered	
	Max. number of members: not less than 15 nor more than	
	Membership	Nominee
1	Public-at-Large	James McCann, III
2	Public-at-Large	Louise Cohen
3	Public-at-Large	John F. Washington, Sr.
4	Public-at-Large	Peter Wieck
5	Public-at-Large	Herschel Elias
6	Public-at-Large	Dorethy L. Sprull
7	Public-at-Large	Lois H. Hirsch
8	Public-at-Large	Mary L. Washington
9	Public-at-Large	John F. Washington, Jr.
10	Public-at-Large	Barbara M. Bartlett
11	Public-at-Large	Benjamin F. Tisdale
12	Public-at-Large	Betty Joy Goldman
13	Public-at-Large	Christopher Heaven
14	Public-at-Large	Jacob Finkel
15	Public-at-Large	Joyce Werkman
16	Public-at-Large	Lenore L. Davies, AIA
17	Public-at-Large	David J. Harrower, AIA
18	Public-at-Large	Cynthia Breen
19	Public-at-Large	Heidi M. Morein
20	Public-at-Large	Thomas J. Wieckowski
21	Public-at-Large	Ellen Gartner
22	Public-at-Large	Raymond L. Burg, Jr.
	OBSERVER	
	SCHOOL DISTRICT	Dr. Natalie Thomas Superintendent
	EX-OFFICIO MEMBER:	John H. Valentine, M.D.
	HONORARY MEMBERS:	
		Walker Hall

HUMAN RELATIONS COMMISSION

Revised: January 2014

Established by Ordinance No. 2237-12, February 15, 2012

Membership: 9 members

Terms: 1-3 years staggered

<u>Membership</u>	<u>Name</u>
1	Public-at-Large Adena E. Johnston
2	Public-at-Large Jennifer Lowman
3	Public-at-Large Shannon M. Oscar
4	Public-at-Large Sheva Golkow
5	Public-at-Large Rabbi Seymour Rosenbloom
6	Public-at-Large Joel I. Fishbein
7	Public-at-Large David K. Flaks

HUMAN RELATIONS COMMITTEE

	Revised: January 2014						
	Length of Terms: 1 year						
	Max number of members:	7 (Ordinance No. 2186-08 changed HRC to 7 members - 2 Commissioners and Public-at-Large)					
	Ordinance No. 2260-13 delegated the Americans With Disabilities Act Advisory Committee into Human Relations Committee						
	Membership	Nominee					
1	Commissioner Representative	Harvey Portner					
2	Commissioner Representative	Art Haywood					
3	Public-at-Large	Shannon M. Oscar					
4	Public-at-Large	Iris E. Coloma-Gairnes					
5	Public-at-Large	Wendy Blustein					
6	Public-at-Large	Joseph Lewis					

LA MOTTE BOARD OF HISTORICAL AND ARCHITECTURAL REVIEW

	Revised: January 2014	
	Length of Terms: 4 years, staggered	
	Max. number of members: 9	
	Membership	Nominee
1	Twp. Director of Planning/Zoning	David Jones (Interim)
2	Public-at-Large	Linda A. Foggie* (architect)
3	Public-at-Large	Emma M. Trusty
4	Public-at-Large	Zilan Murnas Bass
5	Public-at-Large	Patricia L. Gerrity
6	Public-at-Large	Darlene Melton
7	Public-at-Large	Timothy C. Hinchcliff (realtor)
8	Public-at-Large	Asteria Vives
	*New Appointment	

LA MOTT COMMUNITY CENTER CITIZENS COMMITTEE

	Revised: January 2014	
	Length of Terms: 2 years, staggered	
	Max. number of members: 7	
	Membership	Nominee
1.	Director of Parks and Recreation	Brian Hinson (Acting Director)
2.	Director of the La Mott Community Center	Anthony Birdsong
3.	District Commissioner	Harvey Portner
4.	Commissioner Representative as Chair of Parks and Recreation Committee	Charlie McKeown
5.	Public-at-Large	Jacob N. Nixon
6.	Public-at-Large	Sonia Lynagh
7.	Public-at-Large	Cynthia Mayes

PLANNING COMMISSION

	Revised: January 2014	
	Length of Terms: 4 years	
	Max. number of members: 7	
	Membership	Nominee
1	Public-at-Large	Invin Goldfarb
2	Public-at-Large	William Wineberger
3	Public-at-Large	Thomas Cross
4	Public-at-Large	Eric Leighton, AIA
5	Public-at-Large	David Harrower
6	Public-at-Large	J. Scott Laughlin
7.	Public-at-Large	Thomas P. DiBenedetto, RA
	Observer	Dorothy M. Short
	Ex-Officio Member	Alan Cohen, P.E.

ROWLAND COMMUNITY CENTER CITIZENS COMMITTEE

Revised: January 2014		
Length of Terms: 2 years		
Max. number of members: 7		
	Membership	Nominee
1	Twp. Director of Parks and Recreation	Brian Hinson (Acting Director)
2	Director of the Rowland Community Center	Susan Fries
3	District Commissioner and Chair of Parks and Recreation Committee	Charles D. McKeown

SHADE TREE ADVISORY COMMISSION

Revised: January 2014		
Length of Term: 3 years		
Max. number of members: 7		
Membership	Nominee	
1	Arborist/Horticulturist	William J. Barry
2	Public-at-Large	Gail F. Middleton
3	Public-at-Large	Andrew L. Pesci
4	Public-at-Large	Bernard S. Panzak
5	Public-at-Large	Lewis R. Ruberg
6	Public-at-Large	Ryan W. Winneberger
	Ex-Officio Member	Michael Leff

SUBSTANCE ABUSE AND MENTAL HEALTH COMMITTEE

Revised: January 2014		
Length of Terms: 2 years, staggered		
Maximum number of members: 35		
	Membership	Nominee
1	Public-at-Large	Barbara Holder
2	Public-at-Large	Loretta Leader
3	Public-at-Large	Elizabeth Catalki
4	Public-at-Large	Lewis Goodman
5	Public-at-Large	Joel B. Goleman
6	Public-at-Large	Phillip W. Jacobson
7	Public-at-Large	David Blyweiss
8	Public-at-Large	Etaine Hrytko
9	Public-at-Large	Howard H. Covitz, Ph.D.
10	Public-at-Large	Allen L. Cohen
11	Public-at-Large	Dr. James D. Brady
12	Public-at-Large	Edward Hazewski
13	Public-at-Large	Sheva Coleman Cohen
14	Public-at-Large	Fredericka E. Vaughn
15	Public-at-Large	Mathew Abraham
16	Public-at-Large	Susan B. Miller
17	Public-at-Large	Arlene F. Schofield
18	Public-at-Large	Todd Eisenberg, Esq.

SUBSTANCE ABUSE AND MENTAL HEALTH COMMITTEE

SUBSTANCE ABUSE AND MENTAL HEALTH COMMITTEE (continued)		
EX OFFICIO MEMBERS		
CHELTENHAM SCHOOL DISTRICT		
Superintendent	Dr. Natalie Thomas	
Assistant Superintendent	Dr. Michael Lowe	
Supervisor of Pupil Services	Cheryl Horsey	
AREA SCHOOLS		
Bishop McDewitt H.S.,	Rosemary Naab, Principal	
Andlise-Assumpta Academy	Sr. Maureen Gillespie, Principal	
CHELTENHAM POLICE DEPARTMENT		
Chief of Police	John J. Norris	
Police Officer	Jacalyn Hinchee	
Police Department	Lt. John Weed	
Lakota AME Church	Rev. Louis P. Atlas	
PUBLIC-AT-LARGE*	Johnie L. Fennell	X
OBSERVERS:		
CHELTENHAM SCHOOL DISTRICT		
Chetenham High School	Andrew Kuhn	
	Guidance Counselor (vacant)	
Cedarbrook M.S.	Iris Parker, Principal	
Elkins Park Middle School	Carol Neiman, Principal	
AREA SCHOOLS AND INSTITUTIONS		
Bishop McDewitt H.S.	Carole Anne Dominello	
Aldersgate Youth Bureau	Deborah Saphir-Feldstein	
Arcadia University	Dynthia L. Rutherford	
Chetenham H.S. Nurse	Pat Gallagher	
Moss Rehab/Elstein	Julie Hensler-Cullen	
Magisterial District Judge	Christopher Cerski	
Magisterial District Judge	Elizabeth A. McHugh	
MONTCO Office of Drug and Alcohol	Eileen Lafferty	

ZONING HEARING BOARD

	Revised: February 2014	
	Length of Terms: 3 years, staggered	
	Max. number of members: 3	
	Membership	Nominee
	1 Public-at-Large	Alan S. Gold
	2 Public-at-Large	Peter R. Labiak
	3 Public-at-Large	Amee S. Farrell
	Alternate Members:	Michael P. McCann
		K. Daryl Carrington