

October 20, 2010
Curtis Hall

The regular meeting of the **BOARD OF COMMISSIONERS** was held this evening, President Morton J. Simon, Jr. presiding. Members present were Commissioners McKeown, Portner, Sharkey and Swavola. Staff present were Charlyn Battle, Human Resources Coordinator; Bryan T. Havir, Assistant Township Manager; John O. Hoover, Jr., Director of Parks and Recreation; Rudy Kastenhuber, Public Works Coordinator; David M. Lynch, Director, Engineering, Zoning & Inspections; Mark McDonnell, Public Works Superintendent; John J. Norris, Chief of Police; Joseph O'Neill, Fire Marshal; Ruth Littner Shaw, Main Street Manager; Joseph M. Bagley, Esq., Wisler, Pearlstine, LLP; and David G. Kraynik, Township Manager. A Public Attendance List is attached.

1. President Simon opened the meeting with the Pledge of Allegiance being led by Commissioner Swavola.
2. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated September 15, 2010, upon motion of Mr. Portner, the Minutes were unanimously approved by the Board of Commissioners.
3. Each member having received a copy of the Executive Summary Financial Report of the Manager/Secretary for the month of September, 2010, upon motion of Mr. Swavola, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.
4. Each member having received a copy of the Accounts Paid Report for the month of September, 2010, upon motion of Mr. Swavola, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

5. Mr. Simon presented Certificates and Pins to the following volunteers:

10 Years:	Sally Krohn	Elkins Park Library
20 Years:	Genevieve Christopher	La Mott Board of Historical and Architectural Review
	Yoshi Greenfield	Elkins Park Library
	Joseph Trainer	Glenside Free Library
	Peter Wieck	Historical Commission
	William Winneberger, Jr.	Planning Commission

6. Upon motion of Mr. Swavola, the Board of Commissioners unanimously concurred with the Montgomery County Consortium Contract Award for Rock Salt for the 2010-11 Winter Season made by the Upper Dublin Township Board of Commissioners to Cargill Deicing Technology for the unit price of \$54.28/ton delivered.

7. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a charge of \$5.25 for each 14-gallon recycling container. The practice of including a coupon for one free recycling container in the welcome package to new home owners will remain the same.

8. Upon motion of Mr. Swavoka, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L876 to Samson Lors, owner of premises known as 7327 Sycamore Avenue, LaMott, to replace existing roofing shingles, front door, siding and windows as recommended by the LaMott Board of Historical and Architectural Review.

9. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L878 to William Gauthney III and Rachel Gauthney, owners of premises known as 7308 Butcher Street, LaMott, to replace the existing rubber roof and flashing as recommended by the LaMott Board of Historical and Architectural Review.

10. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L880 to Christopher J. Colquitt, owner of premises known as 1723 Cheltenham Avenue, LaMott, to replace the exterior doors, windows and garage door as recommended by the LaMott Board of Historical and Architectural Review.

11. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. W819 to Wendy and Craig Comisar, owners of 102 Cliff Terrance, Wyncote, to install new asphalt shingles on the roof as recommended by the Wyncote Board of Historical and Architectural Review.

12. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. W820 to Brian Maus and Monica Steigerwald, owners of 138 Fernbrook Avenue, Wyncote, to remove and replace the existing windows as recommended by the Wyncote Board of Historical and Architectural Review.

13. Approval of Cheltenham Township Development Application No. 10-0610 Record Plan 7301 Old York Road – Site Improvements was considered. Harold Lichtman, Architect, was present and reviewed the recommendations and options contained in the traffic study made by the Township’s traffic consultant. Mr. Lichtman stated that the elimination of right turns into the site from north bound Old York Road is an appropriate response to improve the northerly flow of traffic. In response to a question from Mr. Swavola, it was Mr. Lynch’s opinion that the traffic level would not increase significantly.

There was a question from the public:

Darlene Melton, 1829 Chelsea Road, asked for and was given the location of the building, which is at the intersection of Cheltenham Avenue and Old York Road.

14. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved Cheltenham Township Development Application No. 10-0610 Record Plan 7301 Old York Road Site Improvements contingent upon the Applicant's acceptance of Option #3 of the Township's traffic consultant's report and subject to the following Conditions, Notes and Waivers:

A. CONDITIONS

1. That the plan be titled "Record Plan 7301 Old York Road Site Improvements." (Cheltenham Code Section ("CCS") 260-32.C.(1))
2. That the text "Cheltenham Township Development Application No. 10-0610" be added to the lower right hand corner of all plan sheets.
3. That the Zoning Relief granted by the Cheltenham Township Zoning Hearing Board under Appeal No. 3348 be noted on the plan stating the date granted, Zoning Relief required and any conditions imposed. (Replace General Note 12. with ZHB Appeal No. 3348 Decision in its entirety.) (CCS 260-31.)
4. That the length/area of curb/sidewalk replacement be shown on the plan.
5. That new electric and telephone utilities be installed underground. (CCS 260-23.)
6. That monuments be shown at locations designated by the Township Engineer. (CCS 260-24.)
7. That the following data be added to the plan:
 - a. Names and address of the Owner and the Developer. (CCS 260-32.C.(2))
 - b. Plan Date (on Sheet 1) (CCS 260-32.E.(5))
 - c. Note that elevation is based upon Cheltenham Township Sanitary Sewer Datum and Location/Elevation of Bench Mark; or, if on a different elevation datum, a Note stating the relationship between the plan elevation datum and the Cheltenham Township Sanitary Sewer Datum. (CCS 260-32.C.(6))
 - d. Widths of streets (CCS 260-32.C.(2))
 - e. Location/size of proposed stormwater/management facilities (CCS 260-32.E.(7))
 - f. Location/size proposed underground utilities (U/G sanitary/water to building.) (CCS 260-32.E.(7))

8. That the Township is in receipt of the Montgomery County Planning Commission Review of this Land Development.
9. That DEP approve the sewer usage of this property.
10. That the total number of trees on the property and the number of trees to be removed be noted on the plans. (CCS 280-9.A.(1)(a))
11. That a Net-Iso Lumen Contour (Values) Plan be provided for the site illumination on this Land Development.
12. That the model number and details on the light pole luminaries be shown on the Lighting Plan.
13. That the locations of all exterior lighting fixtures be shown and details on same be added to the plans.
14. That the following boxed purpose note be added to these plans:

PURPOSE NOTE:

The purpose of this Record Plan is as follows:

15. That the concerns of the Fire Marshal for fire protection of the land development be satisfactorily addressed.
16. That the maximum illumination at the interior property lines be no greater than 0.5 footcandle.
17. That pavement traffic directional arrows be shown on the plans.
18. That the following property boundary concerns be addressed:
 - a. Show legal R/W line with bearings and distances.
 - b. On property line curves, show radius arc, chord bearing and chord distance.

c. Tabulate property area as follows:

Area to Title Lines
Less Area between Title Lines
and legal R/W lines _____
Net Property Area
(CCS 260-32.D.(1))

19. That the following concerns with Zoning be addressed:
- a. Show RO/R-4 Zoning District Boundary Line
(See Attachment A)
 - b. Show R-4 Zoning Data (Required/Provided)
(CCS 260-32.C.(4); 260-32.E.(3))
20. That, in the "Township Approval" notation, Line 3, the text "Montgomery County, within" be replaced with the text "Montgomery County within."
21. That the "List of Drawings" be re-titled "Tabulation of Record Plans."
22. That, in the "Parking Calculations" notation, replace the "Mercantile..." row with "Bank (2 Teller Stations and 2 ATMs)...12 spaces."
23. That the following concerns with on-site parking area be addressed:
- a. Show location of proposed traffic control signage.
 - b. Add notation that "Wheelstops" are to be placed at the head of each parking space.
 - c. Show parking space striping as "Hair-Pin" striping.
 - d. Add details on regular and handicapped parking spaces.
 - e. Add pavement marking and signage showing the W. Cheltenham Avenue driveway as "Rights-In/Rights-Out" only.
 - f. Add pavement markings and signage showing the Old York Road driveway as "Rights-Out" only.
 - g. Add pavement markings and signage showing driveway to Old York Road as "One-Way" towards Old York Road.
24. That the following concerns with Stormwater Management be addressed:
- a. Add Seepage Bed sized to accept the 100-Year Design Storm Runoff from the existing roof to the plans.
 - b. Show location Seepage Bed on plan being recorded.
 - c. Show inverted Y's and splash blocks at all downspouts connected to Seepage Bed.

- d. Use Inlet(s) to charge Seepage Bed, use Type M Inlet with "Snout" water quality device, with 2' deep grit pit and bottom drainage.
- e. Add following Operation and Maintenance Notation to plan sheet being recorded:

OPERATION AND MAINTENANCE OF SEEPAGE BED ("SB")

The SB as with all BMP's, requires routine inspection and maintenance throughout the life of the system. The principal maintenance objective is to prevent clogging of the system, which may lead to system failure.

Routine maintenance shall be performed every three months, as well as after each runoff producing event. This maintenance includes:

Inspection of the Charging Inlet ("CI"). Any accumulations of sediment and debris captured shall be removed. This may be done manually, or with a vacuum pump.

Oily water shall be vacuumed out of the CI every three months.

CI shall be inspected and kept clear of accumulated debris such as leaves and sticks. Debris shall be removed when it reaches a depth of 6".

CI shall be inspected after each runoff producing storm event. Water may appear in the CI; however, if it does not drain within three days, it may indicate a clogged drain field.

A more thorough inspection shall be performed annually. This inspection shall include monitoring of the CI after a storm event to confirm that the systems are draining within three days. This shall be documented each year so that an indication of system clogging may be observed.

Normal maintenance of the "Snout" shall consist of annual inspection and rinsing with a hose or pressure washer during the cleaning sequence of the catch basin, in addition, the anti-siphon vent shall be flushed with water or air to verify that it is clear.

Inspection/Maintenance Logs shall be kept and maintained on a three-year rolling basis; copies of these logs shall be furnished to the Township Engineer quarterly.

A failed system requires complete re-excavation of the SB, disposal at an approved facility of all stone aggregate and geotextile, re-scarification of trench sides and bottom, placement of new geotextile, placement of new clean stone aggregate, re-installation of cleaned piping and chambers and connection of SB piping to storm drainage system.

25. That Details on the following be added to the plan.
- a. Hair-pin parking space striping
 - b. Pavement markings
 - c. "Snout"
 - d. Type M Inlet with 2' deep grit pit and bottom drainage.
 - e. Inverted Ys
 - f. Geotextile Nailer (see Note B.9.).

26. That the following concerns with Landscaping be addressed:

- a. Replace one of the Maples with a Kousa Dogwood (STAC Condition)
- b. Detail proposed Landscaping in new landscaping area to east of the building.

27. That the following concerns with General Notes ("GN") be addressed:

- a. In GN 14., delete second sentence.
- b. Strike GN 19.; do not renumber GN; insert text "Vacant."
- c. In GN 20., line 2, replace text "This lot" with text "This Property."
- d. Strike GN 21.; do not renumber GN; insert text "Vacant."
- e. Strike GN 28.; do not renumber GN; insert text "Vacant."
- f. Replace GN 29. with the following:

All existing, proposed or future HVAC units shall be shielded with appropriate sound baffling materials, as approved by the Township Engineer, if the sound emanating therefrom is objectionable to the neighbors.

- g. Replace SN 31. with the following:

The landscaping installed in accordance with this Plan Set and the existing landscaping on the Property shall be subject to the following requirements:

- i. No trees or plantings shall be removed without written permission from the Township Engineer;
 - ii. The property owner shall appropriately maintain the trees and plantings; the Township may direct the property owner to take appropriate measures to maintain the trees and plantings if the Township deems it necessary.
 - iii. If any of the trees or plantings die, the property owner shall replace same on a one for one basis with trees and/or plantings acceptable to the Township Engineer; the minimum replacement tree size shall be 2" to 3" caliper trees.
- h. Strike GN 33.; do not renumber GN; insert text "Vacant."

28. The Owner is responsible for all maintenance, renewal, repair and replacement of the site elements shown on this Plan Set; the Site Elements shall include, but is not limited hereby, to the following:
 - a. Paving
 - b. Landscaping (existing and proposed)
 - c. Pavement Markings
 - d. Traffic Control Signage
 - e. Sidewalk
 - f. Parking Space Striping
 - g. Wheelsteps
 - h. Seepage Bed and appurtenances thereto
 - i. Fencing
29. That, in the "Sidewalk Detail," add the notation 4000 PSI concrete.
30. That a Traffic Impact Study be submitted. (CCS 260-30.F.)
31. That the location and sizes of signs No. 1, 2 and 3 (per ZHB Appeal No. 3348) be shown on the plans.
32. That the State Route Number for W. Cheltenham Avenue be shown as "S.R. 2035." (CCS 260-33.C.(1)(k))

B. NOTES TO BE ADDED TO THE PLAN VERBATIM

1. The driveway entrance onto W. Cheltenham Avenue shall be used for Rights-In and Rights-Out only, and shall be marked and signed accordingly.
2. The driveway entrance onto Old York Road shall be used for Rights-Out only, and shall be marked and signed accordingly.
3. The driveway from Old York Road to the east end of the building shall be used for one-way traffic toward Old York Road only, and shall be marked and signed accordingly.
4. It shall be the responsibility of the property owner to properly maintain, repair and/or replace the stormwater management facilities located on its property. The maintenance, repair and/or replacement of the stormwater management facilities shall be to the degree considered satisfactory by the Township.
5. All downspouts for the existing building shall be connected to approved seepage beds. All downspouts shall have inverted Ys installed just above ground level and splash blocks.

6. The Developer/Owner shall preserve all trees on this site except where necessary to construct buildings, parking, accessways and utilities and selective thinning of existing trees in accordance with Chapter 280 of the Cheltenham Code. Specific species of plant materials as designated on this plan or the landscape plan (if such a plan is an integral part of this plan) shall be preserved and properly protected during construction. In the case of utility rights-of-way and easements, any disturbed area shall be replanted so as to achieve a recurrence of natural vegetation.
7. All trees to be saved shall be tagged in the field prior to the start of construction; all construction activities shall conform to the requirements of Section 280-10 of the Cheltenham Code.
8. The initial appearance of any note language, tables, details, etc. that is repeated within this plan set shall be taken as the definitive version of such note language, tables, details, etc.; subsequent versions of such note language, tables, details, etc. within the plan set are void insofar as they conflict with the initial version.
9. Seepage Beds ("SB") shall be inspected at the following checkpoints:
 - Inspection of trench sides and bottom prior to placement of geotextile.
 - Placement of geotextile, stone and pipe.
 - Connection of pipe to downspout collection system and to storm inlets.
 - Backfilling over stone bed.

Two (2) working days notice must be given to arrange for inspection.

The Developer/Owner shall furnish the Township Engineer with weigh slips for each load of aggregate placed in the SB.

The mouth of all inlet pipes will be covered with a geotextile secured to the inlet with wood nailers; the geotextile screening shall remain in place until 75% of the pervious areas draining to the SB have been permanently stabilized, at which time the geotextile screening shall be removed. If the geotextile screening is missing prior to the 75% stabilization point, the Developer/Owner shall reconstruct the SB from the initial placement of the geotextile (including).

10. The Developer/Owner shall replace any tree larger than 6" dbh that dies due to construction activities during the period from the start of construction to eighteen (18) months after the issuance of the Certificate of Occupancy.
11. If the intended use is a change from the current use or if the Scope of Work falls under the definition for "Substantially Altered," then an automatic sprinkler system shall be required.

12. Fire Zone Signage shall be installed as required by the Fire Marshal.
13. Sign No. 1 (per ZHB Appeal No. 3348) shall be single sided.

C. WAIVERS TO BE GRANTED BY THE BOARD OF COMMISSIONERS

1. That the requirement of CCS 260-15. for sidewalks be waived.
2. That the requirement of CCS 260-30.G.(3) for a report from a qualified real estate appraiser on property values; density of populations and character and aesthetics be waived.
3. That the requirement of CCS 260-32.D.(2) for the depiction of Planimetric data within 400' of the site be waived.
4. That the requirement of CCS 260-32.D.(5) for depiction of topography within 400' of the site be waived.

15. The Board of Commissioners considered the execution of an Environmental Covenant with PECO and the Township of Cheltenham for the property known as Parcel No. 31-00-11713-001 (Tax Block 168 Unit 17), 208 Glenside Avenue, Wyncote, PA.

Mr. Simon stated that questions have arisen regarding the impact of this Covenant on future property owners. According to Mr. Simon, Mr. Haywood, who is not present this evening, believes that certain provisions are too onerous to approve at this time and needed to be discussed further with the Department of Environmental Protection (DEP). Mr. Simon stated that the Township is not compelled to approve this Covenant this evening.

Upon motion of Mr. Simon, the Board of Commissioners unanimously agreed to table the execution of an Environmental Covenant with PECO and the Township of Cheltenham for the property known as Parcel No. 31-00-11713-001 (Tax Block 168 Unit 17), 208 Glenside Avenue, Wyncote, PA.

There was a comment from the public:

Olga McHugh, 127 Hewett Road, had questions about the PECO site. Mr. Simon explained the following: the site's location; type of work being done by PECO; and stated that, contrary to rumors, the Commissioners have no intention of doing anything with the land other than keeping it as a park for now; said Covenant will run with the land; the Commissioners are trying to think long-term and that is why the Covenant is being tabled this evening.

16. Upon motion of Mr. Swavola, the Board of Commissioners approved a Temporary License and Right-of-Way Agreement with Joan Slutzky, owner of 218 Church Road, Elkins Park, PA 19027, to allow the Township to perform work in connection with the placement of a 24" HDPE sanitary sewer interim bypass pipe along the southerly portion of the property near the Tookany Creek (see attached).

17. The Board of Commissioners considered a Temporary License and Right-of-Way Agreement with David and Annika Bernstein, 222 Church Road. Mr. Bagley advised that certain language in said agreement has been tweaked but the changes are not substantial. He recommended that if the Bernstein's do not accept said agreement, that the Township proceed with condemnation.

18. Upon motion of Mr. Swavola, the Board of Commissioners approved a Temporary License and Right-of-Way Agreement with David Bernstein and Annika Bernstein, owners of 222 Church Road, Elkins Park, PA 19027, to allow the Township to perform work in connection with the placement of a 24" HDPE sanitary sewer interim bypass pipe along the southerly portion of the property near the Tookany Creek as amended by the Township Solicitor and contingent upon the approval by the property owners (see attached).

19. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Public Works Committee Regular Meeting Minutes dated October 13, 2010, were received.

20. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved that the name of the community of La Mott be spelled as “La Mott” in all Township printed material.

21. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously awarded a Contract for the Redesign of the Township’s website to MunicipalCMS of Smithville, Missouri, for a total one-year cost of \$14,895 (\$12,495 for design and \$2,400 for annual hosting/maintenance), meeting Township specifications and being within budgetary limitations.

22. Upon motion of Mr. Sharkey, and unanimously approved by the Board of Commissioners, the Public Affairs Committee Regular Meeting Minutes dated October 6, 2010 were received.

23. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Ordinance No. 2209-10** amending Chapter 285, thereof, entitled “Vehicles and Traffic”.

ORDINANCE NO. 2209-10

AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF CHELTENHAM, CHAPTER 285 THEREOF, ENTITLED VEHICLES AND TRAFFIC, BY AMENDING PARKING METER ZONES AND 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:

- | | | |
|-----------------|------|--|
| COTTMAN AVENUE | D. | NO PARKING, south side, Laurel Avenue to 207 feet easterly. |
| RICES MILL ROAD | 6. | 30 MINUTE PARKING, east side, Monday to Friday, 7:00 AM to 4:00 PM, from 55 feet northerly of Church Road to 61 feet southerly of Barker Road. |
| SPRING AVENUE | (18) | STOP STREET at Elkins Avenue. |
| WILLOW AVENUE | (12) | HANDICAPPED PARKING for 1815 Willow Avenue. South side, from 115 feet to 135 feet east of Cedar Lane.
This addition is effective for the duration period that this resident is eligible for a reserved handicapped parking space. |

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 **DELETING** the following:

- | | | |
|-----------------|----|--|
| RICES MILL ROAD | 6. | 15 MINUTE PARKING, east side, Monday to Friday, 7:00 AM to 4:00 PM, from 55 feet west of Church Road to Barker Road. |
|-----------------|----|--|

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.

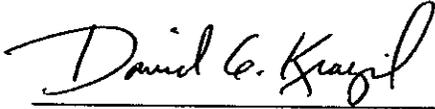
ENACTED into an Ordinance this 20th of October, A.D., 2010.

TOWNSHIP OF CHELTENHAM



Morton J. Simon, Jr., President
Board of Commissioners

ATTEST



David G. Kraynik, Secretary/Manager

(SEAL)

24. Upon motion of Mr. McKeown, and unanimously approved by the Board of Commissioners, the Public Safety Committee Regular Meeting Minutes dated October 6, 2010, were received.

25. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Building and Zoning Committee Regular Meeting Minutes dated October 6, 2010 were received.

26. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Finance Committee Regular Meeting Minutes dated October 13, 2010 were received.

27. Under New Business:

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. Portner, the Board of Commissioners unanimously approved the following appointments as submitted by the Board President

<u>Name</u>	<u>Committee</u>	<u>Term Expiration</u>
Jonathan D. Essoka, Ph.D.	Economic Development Task Force	January 1, 2012
Sheila K. Perkins	Economic Development Task Force	January 1, 2012

30. Under Citizens' Forum:

a. Olga McHugh, 127 Hewett Road, had concerns/questions as follows: she felt that there were insufficient copies of this evening's agenda for the public and she did not yet see the Minutes from the October meetings on the Township website; she attended a Jenkintown Public Works Committee meeting at which Representative Curry was present, and it was indicated that Rep. Curry is obtaining a lot of funding for Jenkintown; she suggested that Rep. Curry attend the Township's Public Works Committee meeting; she asked about the status of the Greenwood Avenue bridge project; she was concerned about traffic exiting the Wyncote-Jenkintown Train station and the safety of the location of the current bus stop at said train station.

Mr. Kraynik responded that Rep. Curry receives copies of all of the Township's grant applications; although Rep. Curry does not attend Cheltenham's meetings, he is privy to all grant planning and related matters that the Township is doing.

Mr. Simon stated that the Act 537 Sewage Facilities Plan has to be adhered to by all communities, not just Cheltenham. Cheltenham has applied for one-half of the \$1.3 million cost of the bypass system and the costs to the community would be reduced by this assistance from third parties.

Regarding the Greenwood Avenue bridge project, Mr. Kraynik indicated that PennDOT has not given the Township a date and time for any public meeting, and no final plans have been received.

b. Bill England, 7709 Chapel Road, was concerned about the Ashbourne Country Club and Lloyd Estate developments. He asked how the Township's sewer system could handle these additions. He was concerned that Ashbourne Road homeowners were made to replace faulty sidewalks, and the state is not repaving the road.

Regarding developments, the moratorium set by DEP was explained to him. Any development can be approved by the Township without any approval from DEP but this does not mean that DEP will authorize EDU's. These developers are proceeding at their own risk.

e. Darlene Melton, 1829 Chelsea Road, spoke as Vice Chair of the La Mott Board of Historical and Architectural Review, about the AT&T work being done at the Butcher Street Tower in La Mott. It was her opinion that AT&T circumvented the law and did not follow proper channels regarding the tower, and that the current work needed to be stopped.

Mr. Lynch explained that a Certificate of Appropriateness was issued to AT&T on April 29, 2010; on May 21, 2010, AT&T received state approval; AT&T is in full compliance with state and federal laws.

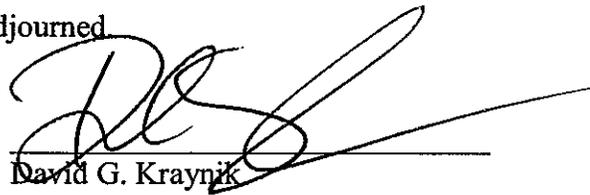
The Board of Commissioners asked that the Township Solicitor and Staff review both AT&T's documentation and Ms. Melton's documentation to determine if AT&T is in compliance.

d. Robert DeMaria, 65 Limekiln Pike, had concerns about the high tax and sewer rates; revenue to the Philadelphia Water Department for use of its sewers; high millage rate compared to other communities; bond issue for sewers; increase in sheriff sales; decreasing property assessments; a perceived lack of concern for seniors; ability to take recyclables and materials to the Public Works facility.

Regarding dumping of materials at the Public Works Facility, Mr. Swavola responded that that if building materials are permitted to be dumped at said facility; contractors will be doing it as well. Regarding the tax rate, Mr. Simon noted that the tax differential is due to the school tax. Mr. McKeown suggested that Mr. DeMaria address his concerns about

taxes with the School Board. It was noted that Mr. DeMaria spoke about and received answers to these same concerns at the Public Works Committee meeting on October 13, 2010.

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

A handwritten signature in black ink, appearing to read 'DK', is written over a horizontal line. The signature is stylized and extends to the right of the line.

David G. Kraynik
Township Manager

as per Anna Marie Felix



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, October 20, 2010 @ 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 RENNUS	714 N EASTON GLENSIDE, PA	215-887-3863	dmrennus@gmail.com
CLERTON CHRISTOPHER		215 635-6908	
Deb Winick	701 Brook Rd.		
DARLENE MERTON	1529 Chelsea Rd	215-635-9112	PA
Foyce M Bridgforth	7317 Butcher	215-635- 3694	
Bill Engled	7709 Chapel EP	215 639 0926	
Al Regenhard	319 Harrison Ave., Glenside	215-286-6956	

TEMPORARY LICENSE AND RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS the Township of Cheltenham (hereinafter referred to as "Licensee"), which is in the process of the construction of a sanitary sewer interim bypass pipe (hereinafter referred to as the "Project"), along the channel of Tookany Creek so as to alleviate, in part, sanitary sewer overflows, as much as feasible.

WHEREAS, Joan Slutzky (hereinafter referred to as the "Owner") is the owner of the land in the Township of Cheltenham, Montgomery County, Pennsylvania, as noted on Exhibit "A" (denoted as temporary Easement Area T-E47-22) attached hereto and made a part hereof (hereinafter referred to as "Property"), and

WHEREAS the Licensee has requested the Owner to grant it, its agents, assigns, and employees, a Right-of-Way into upon the Property and license and right to perform the work described on the "Work Description" plan attached hereto and made a part hereof, if any, and a right to do all things necessary or required to effectively carry on the work including but not limited to the installation of an interim bypass pipe for sanitary sewage; and

WHEREAS, the Owner is willing to grant such License and Right-of Way upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the benefits which will inure to the Owner and the general public from the Project, as well as the additional consideration described below, and intending to be legally bound hereby the parties agree as follows:

1. The Owner hereby grants and conveys to the Licensee and its agents and employees, a license to enter and a Right-of-Way upon the aforesaid Property, with the necessary rights of ingress, egress, regress with all necessary personnel, materials and equipment, and a license to perform the work described on the attached Work Description, and to do all things necessary or required to effectively carry on the work in a good and workmanlike manner.
2. The Term of this Right-of-Way Agreement shall commence on August 30, 2010, and shall be terminated upon the earlier of (a) final completion of the construction and use of the Project or (b) September 20, 2015 ("Expiration Date"). If the interim bypass pipe is still located on the Property 45 days prior to September 20, 2015, Owner may provide written notice to Licensee to remove the interim bypass pipe by September 20, 2015 by certified mail (mail to: Cheltenham Township, Attn: Township Manager, 8230 Old York Rd., Elkins Park, PA 19027) upon the Licensee. If the interim bypass pipe is not removed within 45 days after service of notice upon the Licensee as aforesaid, the Licensee shall promptly pay the Owner Five Thousand Dollars (\$5000) in which case the

interim bypass pipe may remain on the Property under the terms of this Agreement without interference or further remuneration until September 20, 2016.

3. If the interim bypass pipe is still located on the Property 45 days prior to September 20, 2016, Owner may provide written notice to Licensee to remove the interim bypass pipe by September 20, 2016 by certified mail upon the Licensee. If the interim bypass pipe is not removed within 45 days after service of notice upon the Licensee as aforesaid, the Licensee shall promptly pay the Owner Ten Thousand Dollars (\$10,000) in which case the interim bypass pipe may remain on the Property under the terms of this Agreement without interference or further remuneration until September 20, 2017. If the interim bypass pipe remains on the Property after September 20, 2017, Licensee may seek additional compensation only for the use and occupation of the Property by Licensee for the time period *after* September 20, 2017. In exchange for the consideration recited herein, and unless otherwise expressly provided herein, Owner hereby RELEASES and DISCHARGES the Licensee from all claims and damages arising between the date this Agreement is executed and September 20, 2017.

4. The premises which are subject to this license and right-of-way shall retain the 121 linear feet of R-7 rock stream bank armoring used to protect the sanitary sewer interim bypass pipe upon final completion of this PROJECT.

The Licensee and its agents and employees shall bear no responsibility for the repair, maintenance or upkeep of the R-7 rock stream bank armoring once it is placed.

5. In no event shall Licensee disturb the Owner's land outside the Property or landscaping upon it, nor undermine or damage the buildings or improvements thereon.

6. Licensee shall repair and/or replace any vegetation, trees, and or shrubbery disturbed by Licensee or damaged in any way by the Project during the term of this Agreement.

7. (a) Licensee agrees to be solely responsible for, and hereby agrees to indemnify, defend and hold harmless Owner from and against, any and all claims, demands, suits, loss, liabilities or causes of action of any type or nature relating to, arising out of, or in any way connected with Licensee's use of the Owner's Property for a period of (1) one year after the Expiration Date.

(b) To the fullest extent provided by law, Licensee agrees to defend, protect, indemnify and hold harmless Owner and any mortgagee or of the land, and their agents, employees, officers, directors and partners, general and limited (collectively the "Indemnities") of and from any and all claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities (including without limitation, costs of defense, investigation and adjustment) of any kind whatsoever (collectively "Liabilities") asserted against Indemnities arising from or relating to the Work or Licensee's activities while on the Property owned by Owner for a period of (1) one year after the Expiration Date.

8. Upon removal of the interim bypass pipe, Licensee shall remove its goods and effects, repair damage caused by such removal, and peaceably yield up the Property in good order, repair and condition, restore the Owner's Property to the condition to which it existed prior to its installation, except that the R-7 rock armoring shall be left in place.
9. Licensee, its agents, employees and contractors shall conduct its Work in a careful, safe and proper manner and shall keep the Property and the area around the Property in a clean and safe condition.
10. This Agreement shall inure to the benefit of, and shall bind, the parties, their respective heirs, executors, administrators, trustees, transferees, successors and assigns.
11. This Agreement shall be governed by and interpreted by the laws of the Commonwealth of Pennsylvania.
12. This Agreement does not waive the Owner's right to seek monetary damages should the Licensee not complete the Project by September 20, 2017; provided, however, such damages shall be limited exclusively to compensation for use and occupation of the Property for the time period after September 20, 2017.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have set there hands the dates written below.

Dated:

Owner

Joan Slutzky
218 Church Road
Elkins Park, PA 19027

Dated:

Township of Cheltenham

By: _____

Title: _____

Commonwealth of Pennsylvania :
:
:
:
County of Montgomery :

On the day of , 2010, before me the subscriber, a notary public of the Commonwealth of Pennsylvania, personally appeared the above-named Joan Slutzky and in due form of law acknowledged the above Indenture to be her act and deed and designed that the same might be recorded as such.

Witness my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

Commonwealth of Pennsylvania :
:
:
:
County of Montgomery :

On this, the day of , 2010, before me _____ the undersigned officer, personally appeared who acknowledged himself to be the Township Manager of the Township of Cheltenham, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of Cheltenham.

Witness my hand and seal the day and year aforesaid.

Notary Public

My Commission Expires:

WORK DESCRIPTION

Placement of a 24" HDPE sanitary sewer interim bypass pipe along the northerly side of the streambank of the Tookany Creek in the area depicted in "Exhibit A". Anchoring said pipe to the streambank. Placement of Class 2, Type A geotextile and R-7 Rock along the streambank from the mill race entry to the Tookany Creek to a point 121 linear feet downstream of the mill race to the second large tree. Removal of the 24" HDPE sanitary sewer interim bypass pipe upon completion and use of Project.

EXHIBIT A



LANDS OF KATZBERG
A = 60,206.93 S.F.
= 1.64 ACRES

24" HDPE sanitary sewer interim bypass pipe

1 1/2' TO 2' HIGH
DAM FOR OVERFLOW

R-7 Rock

LANDS OF SLUZKY

20' WIDE SANITARY
SEWER EASEMENT

A = 20,010.95 S.F.
= 0.46 ACRES

LANDS OF BLUMENTHAL

LANDS OF CHOMSKY

A = 7939.88 S.F.
= 0.18 ACRES

MILL RACE

CHANNEL TO
REMAIN

CHANNEL

LANDS OF
CHELTENHAM TOWNSHIP

TOOKANY
CREEK

EXTENSION

PARKWAY

12' WIDE EASEMENT
FOR DRIVEWAY RW

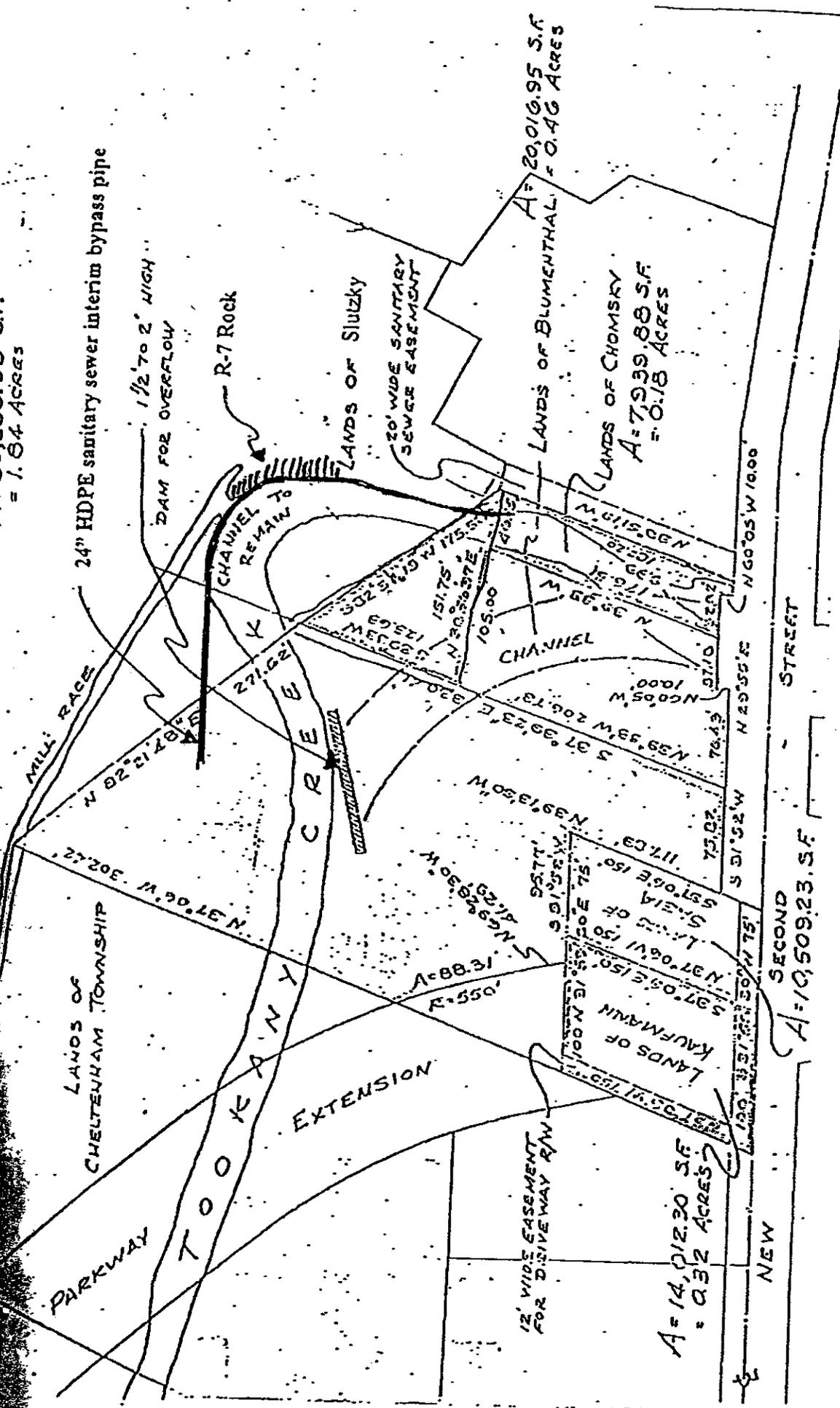
A = 14,012.30 S.F.
= 0.32 ACRES

NEW

SECOND

STREET

A = 10,509.23 S.F.



TEMPORARY LICENSE AND RIGHT-OF-WAY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS the Township of Cheltenham (hereinafter referred to as "Licensee") is in the process of the construction of a sanitary sewer interim bypass pipe (hereinafter referred to as the "Project") along the channel of Tookany Creek so as to alleviate, in part, sanitary sewer overflows, as much as feasible; and

WHEREAS, David Bernstein and Annika Bernstein (hereinafter collectively referred to as the "Owner") are the owners of that certain land in the Township of Cheltenham, Montgomery County, Pennsylvania, as noted on Exhibit "B" (denoted as Temporary Easement Area T--E47--3) and made a part hereof (hereinafter referred to as "Property"); and

WHEREAS, the Licensee has requested the Owner to grant it, its agents, assigns, and employees, a Right-of-Way into and upon the Property and license and right to perform the work described in Exhibit "A", as well as on the plan attached hereto and made a part hereof as Exhibit "B", and a right to do all things necessary or required to effectively carry on the work including but not limited to the installation of an interim bypass pipe for sanitary sewage; and

WHEREAS, the Owner is willing to grant such License and Right-of-Way upon the terms and conditions contained herein.

NOW THEREFORE, in consideration of the benefits which will inure to the Owner and the general public from the Project, as well as the additional consideration described below, and intending to be legally bound hereby, the parties agree as follows:

1. The Owner hereby grants and conveys to the Licensee and its agents and employees, a license to enter and a Right-of-Way upon the aforesaid Property, with the necessary rights of ingress, egress, regress with all necessary personnel, materials and equipment, a Right-of-Way for the interim bypass pipe to occupy the Property where designated on Exhibit "B" and a license to perform the work described on the attached Work Description, and to do all things necessary or required to effectively carry on the work in a good and workmanlike manner.
2. The Term of this Right-of-Way Agreement shall commence on September 30, 2010, and shall be terminated upon the earlier of (a) final completion of the construction and use of the Project, or (b) September 30, 2015 ("Expiration Date").
3. In consideration for the rights granted herein by Owner, Licensee shall pay Owner the sum of Ten Thousand (\$10,000.00) Dollars, which shall be paid to Owner within ten (10) days of the date of execution hereof. In exchange, Owner RELEASES and DISCHARGES Licensee from all claims, damages, expenses, remuneration, costs, judgments, and awards of any kind relating to the taking, the use and occupancy of Owner's land, all claims for eminent domain damages and expenses, inverse condemnation damages and expenses and for trespassing, as well as all claims for damages to the Property occurring prior to the execution of this Agreement by all parties hereto.

4. In no event shall Licensee disturb the Owner's land outside the temporary easement, nor undermine or damage the buildings or improvements on the Property.

5. Licensee shall repair and/or replace any vegetation, trees, and/or shrubbery disturbed by Licensee or damaged in any way by the Project during the term of this Agreement.

6. (a) Licensee agrees to be solely responsible for, and hereby agrees to indemnify, defend and hold harmless Owner from and against, any and all claims, demands, suits, loss, liabilities or causes of action of any type or nature relating to, arising out of, or in any way connected with Licensee's use of the Owner's Property for the period commencing on the date this Agreement is executed by all of the parties hereto and ending one (1) year after the Expiration Date EXCEPT any claims attributable to a taking and/or inverse condemnation arising prior to the date this Agreement is executed by all of the parties hereto.

(b) To the fullest extent provided by law, Licensee agrees to defend, protect, indemnify, and hold harmless Owner or any mortgagee or of the land, and their agents, employees, officers, directors and partners, general and limited (collectively, the "Indemnities") of and from any and all claims, demands, suits, damages, expenses, penalties, fees, fines, proceedings and liabilities (including without limitation, costs of defense, investigation and adjustment) or any kind whatsoever (collectively "Liabilities") asserted against Indemnities arising from or relating to the Work or Licensee's activities while on the Property and continuing for a period of one (1) year after the Expiration Date.

7. Upon removal of the interim bypass pipe, Licensee shall remove its goods and effects, repair damage caused by such removal, and peaceably yield up the Property in good order, repair and condition, and restore the Owner's Property substantially to the condition to which it existed prior to the installation.

8. Licensee, its agents, employees, and contractors shall conduct its Work in a careful, safe, and proper manner and shall keep the Property and the area around the Property in a clean and safe condition.

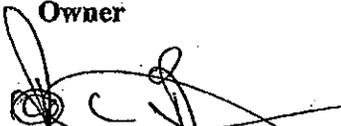
9. This Agreement shall inure to the benefit of, and shall bind, the parties, their respective heirs, executors, administrators, trustees, transferees, successors and assigns.

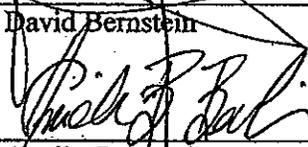
10. This Agreement shall be governed by and interpreted by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties hereby, intending to be legally bound hereby, have set their hands the dates written below.

10-20-2010
Dated:

10-20-2010
Dated:

Owner


David Bernstein


Annika Bernstein

Township of Cheltenham

By: _____

Dated:

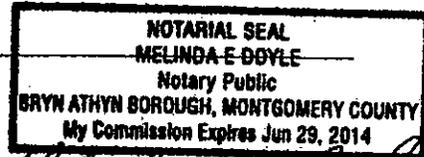
Title:

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF MONTGOMERY :

On this, the 20th day of October, 2010, before me, the subscriber, a notary public in and for the Commonwealth and County aforesaid, personally appeared David Bernstein and Annika Bernstein, known to be or satisfactorily proven to be the persons who names are subscribed to the within instrument and acknowledge that they executed the same for the purposes contained therein.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public



Melinda E. Doyle

COMMONWEALTH OF PENNSYLVANIA :
SS.
COUNTY OF MONTGOMERY :

On this, the ___ day of _____, 2010, before me, the subscriber, a notary public in and for the Commonwealth and County aforesaid, personally appeared _____, who acknowledged himself to be the Township Manager of the Township of Cheltenham, and that he, as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the Township of Cheltenham.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public

EXHIBIT "A"
TO THE
TEMPORARY LICENSE AND RIGHT-OF-WAY AGREEMENT

WORK DESCRIPTION

Placement of a 24" HDPE sanitary sewer interim bypass pipe along the southerly portion of the property near the Tookany Creek in the area depicted in Exhibit "A". Anchoring said pipe at approximately 150' intervals. Inspection of said pipe during the duration of the Project. Removal of the 24" HDPE sanitary sewer interim bypass pipe upon completion and use of the Project.

