

File

June 16, 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 Haywood, McKeown, Portner, Sharkey, and Swavola. Staff present were Joseph L. Galdo, Jr., Director of Fiscal Affairs; Bryan T. Havir, Assistant Township Manager; John O. Hoover, Jr., Director of Parks and Recreation; Rudy Kastenhuber, Public Works Coordinator; David Lynch, Director of Engineering, Zoning & Inspections; John J. Norris, Chief of Police; Joseph O'Neill, Fire Marshal; Ruth Littner Shaw, Main Street Manager; Lt. John Weed; 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 Portner.
2. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated May 19, 2010, upon motion of Mr. Swavola, 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 May, 2010, upon motion of Mr. Portner, 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 May, 2010, upon motion of Mr. Portner, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

5. Mr. Simon administered the Oath of Office to the following Auxiliary Police

Officers:

Josh Gerger
Yousef Kassis
Anthony Paolini
John Pino
John Scherr

6. Mr. Simon presented awards to the following winners of the Substance Abuse and

Mental Health Committee's 2010 Essay Contest:

Soleil Smith	Grade 6	Elkins Park School
Joseph Leyland	Grade 7	Presentation B.V.M. School
Melissa Maisenhelder	Grade 7	Presentation B.V.M. School

Also present for the presentation was Alan Cohen, Chairman of the Substance Abuse and Mental Health Committee.

7. Mr. Sharkey presented **Resolution No. 27-10** to Marian Dondero in honor of the occasion of her retirement from Ancillae-Assumpta Academy.

*A Resolution No. 27-10
of the Board of Commissioners of Cheltenham Township*

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great respect and admiration, salutes **MARION DONDERO** on the occasion of her retirement from Ancillae- Assumpta Academy, a private, co-educational Catholic school in Wyncote; and

Whereas, **MARION DONDERO**, a life-long resident of Glenside, first joined the Academy as a Junior High Social Studies Teacher in 1988. She became Assistant Director of Curriculum and Development in 1995 and then Vice Principal in 2000. In 2004 she assumed her current leadership role as School Director; and

Whereas, **MARION DONDERO** is proud to have fostered the Academy's continuing education in the traditions of the Handmaids of the Sacred Heart of Jesus, whose mission is "to educate with love and for love." She credits a team of administrators who work in a shared-responsibility model, interdependently as a team to solve problems creatively and gain new skills. Her leadership, experience and kindness will be greatly missed by co-workers and students alike after her official retirement on July 31, 2010.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Sixteenth Day of June, A.D., 2010, does hereby officially honor **MARION DONDERO** for her contributions to the community through her dedicated service to the Ancillae-Assumpta Academy and wishes her the best of luck 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 Mrs. Dondero.

IN WITNESS WHEREOF, I, MORTON J. SIMON, JR., President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, have hereunto set my hands 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 eleventh.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Morton J. Simon, J.

By: _____
President

David C. Kravitz

Attest: _____
Township Manager and Secretary

8. Mr. Portner presented Posthumous **Resolution No. 26-10** to the family of Cheltenham High School Student Tanicha Workman.

*A Resolution No. 26-10
of the Board of Commissioners of Cheltenham Township*

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with deep sympathy, laments the passing of **TANICHA WORKMAN**, of 513 West Cheltenham Avenue in Elkins Park; and

Whereas, An eleventh-grade student at Cheltenham High School, **TANICHA WORKMAN** turned 17 on March 8, 2010. Gifted with a beautiful singing voice, she wrote the words to the song “Back in Time with Cheltenham” for a student movie of the same name, a song that will be remembered by countless students years later. She also served as a staff reporter on the High School newspaper and participated in the High School Twilight Program; and

Whereas, On April 7, 2010, **TANICHA WORKMAN** was returning from the Cedarbrook Mall where she bought her 12-year-old brother a video game from money she earned from her job at Burger King when a speeding vehicle ran a red light on Cheltenham Avenue. Tragically, she was struck and killed just a few feet from her brother. Her untimely death is mourned by her loving family, friends and fellow students. The joy and light she brought into this world will not soon be forgotten.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Sixteenth Day of June, A.D., 2010, does hereby officially express its sorrow on the passing of **TANICHA WORKMAN** and offers its deepest condolences to her grieving loved ones. 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 the Ms. Workman’s family.

IN WITNESS WHEREOF, I, MORTON J. SIMON, JR., President of the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, have hereunto set my hands 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 eleventh.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

By: Morton J. Simon, Jr.
President

Attest: David G. Kravitz
Township Manager and Secretary

[Mr. Portner left the meeting at this time]

9. Upon motion of Mr. Haywood, the Board of Commissioners unanimously award a unit price contract for the 2010 Road Milling and Resurfacing Project to Joseph E. Sucher & Sons, Inc., Eddystone, PA 19022 in the amount of \$367,013.05 being the lowest responsible bidder meeting Township specifications.

10. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the following Capital Budget transfer:

\$22,228.05 from Capital Account No. 92-050 (Highway Improvements)

to Liquid Fuels Budget, Line Item 203 (Construction and Reconstruction of Streets)

11. Upon motion of Mr. Haywood, the Board of Commissioners unanimously awarded a contract for Furnishing and Installing a new Chassis for an EMS Ambulance to First Priority Emergency Vehicles, Inc., Manchester, NJ 08759 in the amount of \$101,535.00 being the lowest responsible bidder meeting Township specifications and being within budgetary limitations.

12. Upon motion of Mr. Haywood, the Board of Commissioners unanimously granted Arcadia University a waiver from the requirements that a Land Development Plan be required for the installation of Tennis Court temporary dome enclosures including entrances, HVAC equipment and transformer pads.

13. Upon motion of Mr. Haywood, the Board of Commissioners unanimously granted Westminster Theological Seminary a waiver from the requirements that a Land Development Plan be required for the installation of a gazebo within its property.

14. Upon motion of Mr. Sharkey, approved by the Committee, it was recommended that the Board of Commissioners approve Cheltenham Township Development Application No. 10-0520 Record Plan Gale Property Subdivision – 711 Limekiln Pike, subject to the following Conditions, Notes and Waivers:

A. CONDITIONS

1. That, in the “Zoning Data” tabulation, “Rear Yard” row, “Lot 1” column, the text “18.0 LF be replaced by the text “80.0 LF.”
2. That a North Arrow be shown on the “Zoning Map.”
(CCS 260-32.C.(5))
3. That the following concerns with the property line data be addressed:
 - a. Show southeast boundary line of Lot 2.
 - b. Show chord bearing and chord distance for all property line curves.

B. NOTES TO BE ADDED TO THE PLAN VERBATIM

1. Lot 2 is not a building lot in and of itself; Lot 2 is proposed to be conveyed to the owner of the adjoining property (b135, u045), Arcadia University, to be annexed to and merged with the adjoining property. Future development of Lot 2 shall be subject to all applicable requirements of the Township zoning and subdivision and land development ordinances.
2. If Lot 2 is not conveyed to the owner of the adjoining property (B135, U045), Arcadia University, within twelve (12) months of the recordation of this plan, this Subdivision shall be null and void.
3. All new public utilities, including but not limited to, electric, gas and telephone, shall be placed underground within the Subdivision. Such utilities shall be installed in strict accordance with the prevailing standards and practices of the utilities or other company providing service, except where it is demonstrated to the satisfaction of the Board of Commissioners that underground installations are not feasible because of physical conditions of the land.
4. No additional impervious areas (decks, additions, patios, parking areas, sheds, walkways, etc.) from that shown on this plan set shall be added to these lots without mitigating stormwater management measures approved by Township Engineer to ensure no additional stormwater runoff occurs.

5. It shall be the responsibility of the individual lot owners to properly maintain, repair and/or replace the stormwater management facilities located on their respective lots. The maintenance, repair and/or replacement of the stormwater management facilities shall be to the degree considered satisfactory by the township. These responsibilities shall be included in the first deed of conveyance as a restrictive covenant.
6. No debris disposal pits shall be permitted.
7. No open burning shall be permitted.
8. No trees shall be cut down or removed from Lot 2 without the written permission of the Township Engineer.

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. for an Environmental Impact Study be waived.
3. That the requirement of CCS 260-32.D.(2) for 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.
5. That the requirement of CCS 260-32.D.(6) for the location, species and size of large trees standing along be waived.

15. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved Cheltenham Township Application No. 10-0570 Record Plan LaMott Fire Station HVAC, LaMott, subject to the following Conditions, Notes and Waivers:

A. CONDITIONS

NONE

B. NOTES TO BE ADDED TO THE PLAN VERBATIM

NONE

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. for an Environmental Impact Study be waived except for Subsection D. relating to Noise.
3. That the requirement of CCS 260-32.C.(3) which requires that the plan be prepared by an Engineer or Surveyor be waived.
4. That the requirement of CCS 260-32.C.(5) for a graphic scale be waived.
5. That the requirement of CCS 260-32.C.(6) for a note stating the elevation datum is based upon the Cheltenham Township Sanitary Sewer Datum be waived.
6. That the requirement of CCS 260-32.D.(1) for a property survey be waived.
7. That the requirement of CCS 260-32.D.(2) for depiction of Planimetric data within 400' of the site be waived.
8. That the requirement of CCS 260-32.D.(4) for the location, size and ownership of all underground utilities and any rights-of-way within the property be waived.
9. That the requirement of CCS 260-32.D.(5) for depiction of topography of the site and within 400' of the site be waived.
10. That the requirement of CCS 260-32.D.(6) for the location, species and size of large trees standing alone be waived.
11. That the requirement of CCS 260-32.D.(7) for proposed contours and for the elevations for the building floors be waived.

16. Upon motion of Mr. Haywood, the Board of Commissioners unanimously adopted

Resolution No. 28-10 authorizing the filing of a matching state grant application for the Township's Sanitary Sewer Replacement and Rehabilitation Project.

**CHELTENHAM TOWNSHIP
RESOLUTION NO. 28-10**

**AUTHORIZING THE FILING OF A MATCHING GRANT APPLICATION
TO THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT UNDER THE H2O PA GRANT PROGRAM
FOR THE TOWNSHIP'S SANITARY SEWER REPLACEMENT AND
REHABILITATION PROJECT**

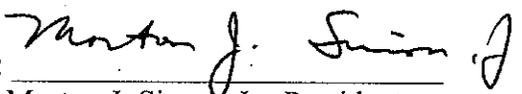
Be it RESOLVED, that the Township of Cheltenham of Montgomery County, Pennsylvania, hereby requests an H2O PA Grant of \$646,020 from the Commonwealth Financing Authority to be used for infrastructure improvements associated with the Township's Sanitary Replacement and Rehabilitation Project regarding the construction of a bypass pump which is being completed in accordance with the corrective action plan prepared by the Township and approved by the Pennsylvania Department of Environmental Protection Pursuant to the Consent Order and Agreement dated June 7, 2006.

Be it FURTHER RESOLVED, that the Applicant does hereby designate Morton J. Simon, Jr., President of the Board of Commissioners of the Township of Cheltenham and David G. Kraynik, Township Manager/Secretary as the officials to execute all documents and agreements between the Township of Cheltenham and the Commonwealth Financing Authority to facilitate and assist in obtaining the requested grant.

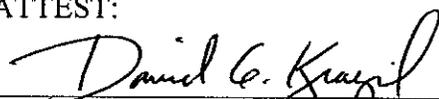
I, David G. Kraynik, duly qualified Secretary of the Township of Cheltenham, Montgomery County, Pennsylvania, hereby certify that the foregoing is a true and correct copy of a Resolution duly adopted by a majority vote of the Board of Commissioners as a regular meeting held on June 16, 2010, at Curtis Hall, Church Road and Greenwood Avenue, Wyncote, PA, and said Resolution has been recorded in the Minutes of the Township of Cheltenham and remains in effect as of this date.

IN WITNESS THEREOF, I affix my hand and attach the seal of the Township of Cheltenham on this 16th day of June, 2010.

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS

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

ATTEST:


David G. Kraynik, Secretary/Manager
(SEAL)

17. Upon motion of Mr. Haywood, and unanimously approved by the Board of Commissioners, the Public Works Committee Regular Meeting Minutes dated June 9, 2010 were accepted.

18. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Township-wide Business Recruitment and Retention Plan, as prepared by the Delta Development Group and recommended by the Steering Committee.

19. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the renewal of a Contract for Janitorial Services with Jani-King of Philadelphia for a one (1) year term in the amount of \$56,561.84 commencing July 1, 2010 and expiring on June 30, 2011.

20. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 29-10** authorizing the filing of a grant application for the Willow Avenue Roadway Reconstruction Project.

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 29-10**

**RESOLUTION AUTHORIZING THE FILING OF AN APPLICATION FOR
IMPLEMENTATION FUNDS FROM THE ELM STREET RESIDENTIAL REINVESTMENT
PROGRAM FROM THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND
ECONOMIC DEVELOPMENT, COMMONWEALTH OF PENNSYLVANIA FOR THE
WILLOW AVENUE ROADWAY RECONSTRUCTION PROJECT**

WHEREAS, in 1998, the Township of Cheltenham, Montgomery County, Pennsylvania, became an active participant in the Commonwealth of Pennsylvania Main Street Commercial Reinvestment Program administered by the Pennsylvania Department of Community and Economic Development, herein referred to as “the Department;” and since that time, adopted a Commercial District Enhancement Plan and a Community Revitalization Plan, which identifies five commercial districts for the Cheltenham Township Main Street Program, which outlines a list of revitalization and reinvestment strategies both in the commercial districts, as well as the residential districts surrounding the commercial areas; and

WHEREAS, numerous public meetings and visioning sessions were held over a two year period during the planning process in order to obtain feedback from the citizenry and assist the Board of Commissioners, Township Administration, and the Economic Development Task Force in the preparation of the ten-year enhancement and revitalization plans, including the formation of priority goals, objectives, projects, and funding strategies; and

WHEREAS, the Board of Commissioners of Cheltenham Township, is desirous of filing a FY 2010-11 Elm Street Residential Reinvestment Implementation Grant Application to obtain matching funds from the Department in the amount of \$250,000 for the purpose of roadway reconstruction, stormwater management, streetscape improvements involving new sidewalks, curbs, street trees, pedestrian lighting, pedestrian crosswalks, and traffic calming measures in the residential neighborhood of LaMott; and

WHEREAS, this will allow the Township to continue its enhancements of the residential neighborhoods which began in 2005, surrounding the Main Street areas of the Glenside Commercial District in Glenside Census Tract 2026.03, and the residential neighborhoods surrounding the East Cheltenham Avenue Commercial District in the Melrose Park Census Tract 2024.02, Block Groups 1, 2, 3, and 4, and LaMott Census Tract 2024.02, Block Groups 5 & 6, which are part of the Cheltenham Township Revitalization Plan, dated March 2002 for reinvestment in the residential areas contiguous to its Main Street Program, last updated in March, 2010; and

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cheltenham Township will assume the provision of the full local matching share of project costs.

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cheltenham Township will reimburse the Commonwealth for the State’s share of any expenditure found by the Department to be ineligible.

BE IT FURTHER RESOLVED, that the Township Manager/Secretary of the Township of Cheltenham is directed to execute a certificate attesting to the adoption of this Resolution and to furnish a copy of the Resolution to the Pennsylvania Department of Community and Economic Development.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, at its public meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania, 19095 on **Wednesday, June 16, 2010**.

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



By: _____
Morton J. Simon, Jr., President

ATTEST



David G. Kraynik
Township Manager/Secretary

(SEAL)

21. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted Resolution No. 30-10 concurring with the amended Articles of Agreement of the Montgomery County Consortium of Communities.

TOWNSHIP OF CHELTENHAM

RESOLUTION NO. 30-10

WHEREAS, the Montgomery County Consortium of Communities hereinafter referred to as "The Consortium" is a voluntary organization comprised of municipalities that meet on a regular basis to foster a cooperative approach to issues of mutual consent; and

WHEREAS, the Consortium seeks to utilize the total resources of all member communities to meet the challenges of the region and to develop recommendations for ratification and implementation by member local governments; and

WHEREAS, the Articles of Agreement had previously been approved to formalize the organization of the Montgomery County Consortium of Communities and its purpose and was last amended on March 26, 2010 by all consortium members to reflect the current organization's administrative procedures.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Cheltenham Township hereby confirms and endorses the amended Articles of Agreement which is attached hereto and identified as Appendix "A".

DONE IN ELKINS PARK, PENNSYLVANIA, under my hand and the Seal of the Township of Cheltenham, this sixteenth day of June, A.D., 2010, in the year of the Township of Cheltenham the one hundred eleventh.

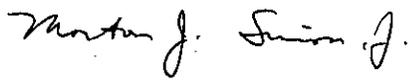
Resolved and adopted this 16th day of June A.D., 2010.

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

ATTEST:



David G. Kraynik
Township Manager/Secretary

By: 

Morton J. Simon, Jr.
President

22. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved that Board President Morton J. Simon, Jr. serve as the voting delegate and Commissioner J. Andrew Sharkey serve as the alternate voting delegate to the PSATC Convention to be held June 20 through June 23, 2010.

23. Mr. Sharkey noted that the issue regarding the spelling of LaMott has been given to the Township's Historical Commission for research.

24. Upon motion of Mr. Sharkey, and unanimously approved by the Board of Commissioners, the Public Affairs Committee Regular Meeting Minutes dated June 2, 2010 were accepted.

25. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Ordinance No. 2203-10** amending Chapter 285, thereof, entitled "Vehicles and Traffic".

ORDINANCE NO. 2203-10

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 II, entitled Parking Meter Zones, Section 285-20, Two-Hour parking zones, thereof is hereby amended by **DELETING** the following:

High School Road	South from 85 feet east to 285 feet east of Montgomery Avenue
Municipal Parking Lot	Harrison Avenue and Montgomery Avenue

SECTION 2. The Code of the Township of Cheltenham, Chapter 285, Article II, entitled Parking Meter Zones, Section 285-20, Two-Hour parking zones, thereof is hereby amended by **ADDING** the following:

High School Road	South from 85 feet east to 225 feet east of Montgomery Avenue
High School Road	South from 506 feet east to 610 feet east of Montgomery Avenue

SECTION 3. The Code of the Township of Cheltenham, Chapter 285, Article II, entitled Parking Meter Zones, Section 285-21, Twelve-Hour parking zones, thereof is hereby amended by **DELETING** the following:

High School Road	South from 285 feet to 405 feet east of Montgomery Avenue
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SECTION 4. The Code of the Township of Cheltenham, Chapter 285, Article II, entitled Parking Meter Zones, Section 285-21, Twelve-Hour parking zones, thereof is hereby amended by **ADDING** the following:

High School Road	South from 225 feet east to 405 feet east of Montgomery Avenue
Montgomery Avenue	East from 83 feet north to 103 feet north of High School Road
Montgomery Avenue	East from 160 feet north to 217 feet north of High School Road

26. Upon motion of Mr. McKeown, the Board of Commissioners unanimously authorized Montgomery County Communications to handle all police dispatching services for the Township on a six (6) month trial basis.

27. Upon motion of Mr. McKeown, and unanimously approved by the Board of Commissioners, the Public Safety Committee Regular Meeting Minutes dated June 2, 2010 were accepted.

28. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Building and Zoning Committee Regular Meeting Minutes dated June 2, 2010 were accepted.

29. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2204-10** requiring scheduling and permits for Township parks.

**CHELTENHAM TOWNSHIP
MONTOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2204-10

**AN ORDINANCE AMENDING CHAPTER 201,
OF THE CODE ORDINANCES OF THE TOWNSHIP OF
CHELTENHAM AND ADDING AN ARTICLE III BY ESTABLISHING PROVISIONS TO
REQUIRE SCHEDULING AND PERMITS
FOR TOWNSHIP PARKS.**

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

SECTION I.

- A. Any individual or group of individuals desiring the privilege of having the exclusive or special use of all or portions of any park area, ground, or athletic field, shall schedule such use with and obtain a permit from the Township Parks and Recreation Department. Approval of the scheduling of a park, ground or athletic field of the Township shall be obtained from the Township Parks and Recreation Department at least two (2) business days prior to the date of the desired use. Permit applications shall be submitted to the Township Parks and Recreation Department.
- B. Any individual or group of individuals using a park facility without a permit shall promptly remove themselves from the facility upon request by a properly scheduled and permitted user or Township employee.
- C. No permit shall be issued for a use that violates Township regulations regarding the use of park facilities. The Township reserves the right to revoke any permit if those using the park pursuant to the permit violate Township regulations. The Township further reserves the right to limit the number of permits issued if the capacity of the facilities is exceeded.
- D. This Ordinance shall not apply to minors engaged in ordinary and customary play; provided, however, that minors must remove themselves from a park facility upon request by a properly scheduled and permitted user or Township employee.
- E. The Board of Commissioners may from time to time, by resolution, adopt a schedule of fees and charges and other use regulations for Township facilities. The Board of Commissioners may revoke any permit issued by the Township Parks and Recreation Department.
- F. The Director of Parks and Recreation and the Chief of Police shall have the right to promulgate regulations from time to time not inconsistent with the rules set forth in this chapter including, but not limited to, the posting of notice at the fields that the

field is closed because of weather or wet and damaged conditions and signage posted at the fields that violators will be subject to a minimum fine of \$50.00.

SECTION II. Violations and Penalties.

Any person, partnership, corporation, unincorporated association or other entity who or which shall violate the provisions of this chapter shall upon conviction thereof in a civil enforcement proceeding commenced by the Township be subject to a fine not less than \$50 and not to exceed \$600 per violation, plus costs of prosecution.

SECTION III. Disclaimer.

Nothing in this Ordinance shall limit, in any fashion whatsoever, the Township's right to enforce any ordinance, law or regulation of the Township of Cheltenham, County of Montgomery or Commonwealth of Pennsylvania. Nothing in this Ordinance shall be a defense of any citation issued by any municipal corporation or the Commonwealth pursuant to any other law or ordinance.

SECTION IV. Severability.

The provisions of this Ordinance are severable, and if any Section, sentence, clause or phrase shall be held by a court of competent jurisdiction to be illegal, invalid, or unconstitutional, the remaining portions of this Ordinance shall not be affected or impaired thereby. It is hereby declared to be the intent of this Board that this Ordinance would still have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION V. Repealer.

Any ordinance or part of any Ordinance conflicting with the provisions of this Ordinance shall be and the same are hereby repealed to the extent of such conflict.

SECTION VI. Failure to Enforce Not a Waiver.

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

SECTION VII.

This Ordinance shall take effect and be in force as soon after adoption as is permitted by law. **ORDAINED AND ENACTED** by the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, this day of 2010.

CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS

By: Morton J. Simon, Jr.
Morton J. Simon, Jr., President

ATTEST:

David G. Kraynik

David G. Kraynik, Secretary and Township Manager

30. Upon motion of Mr. Sharkey, and unanimously approved by the Board of Commissioners, the Parks and Recreation Committee Regular Meeting Minutes dated June 9, 2010 were accepted.

31. Under New Business:

a) Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2205-10** amending Chapter 285 of the Code, thereof, entitled “Vehicles and Traffic”.

ORDINANCE NO. 2205-10

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 **DELETING** the following:

SPRING AVENUE (11) STOP STREET at Serpentine Lane.

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

ERLEN ROAD (7) HANDICAPPED PARKING at 1723 Erlen Road. This addition is effective for the duration period that this resident is eligible for a reserved handicapped parking space.

HIDDEN LANE A. STOP STREET at Spring Avenue.

HILLTOP LANE B. STOP STREET at Woodland Road.

KESWICK AVENUE (14) NO PARKING, east side, Parkside Lane to 45 feet northerly.

KESWICK AVENUE (15) NO PARKING, east side, Parkside Lane to 30 feet southerly.

PAXSON AVENUE (11) HANDICAPPED PARKING at 709 Paxson Avenue. This addition is effective for the duration period that this resident is eligible for a reserved handicapped parking space.

SERPENTINE LANE K. STOP STREET at Spring Avenue.

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

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

ENACTED into an Ordinance this 16th of June, A.D., 2010.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

By Morton J. Simon, Jr.
Morton J. Simon, Jr., President

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

b) Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2206-10** amending Chapter 143 of the Code, entitled "Firearms".

**CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2206-10

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF
THE TOWNSHIP OF CHELTENHAM BY AMENDING
CHAPTER 143, FIREARMS**

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

Section 1. That the Code of the Township of Cheltenham, Chapter 143, entitled Firearms, be revised as follows:

(1) Sub-section 143-1. Definitions

DELETE – FIREARM – Any gun, rifle, pistol, revolver, shotgun, black power weapon, rocket, dart gun, crossbow or any other similar type of armament.

ADD – FIREARM – Any pistol or revolver with a barrel length less than 15 inches, any shotgun with a barrel length less than 18 inches, any rifle with a barrel length less than 16 inches, or any pistol, revolver, rifle or shotgun with an overall length of less than 26 inches. The barrel length of a firearm shall be determined by measuring from the muzzle of the barrel to the face of the closed action, bolt or cylinder, whichever is applicable.

In addition, any black powder weapon, rocket, dart gun, crossbow or any other similar type of armament is also considered a FIREARM.

If the definition of “firearm” set forth in 18 Pa. C.S.A. § 6102 is amended after the effective date of this section, this definition shall be automatically amended to reflect the definition of “firearm” in 18 Pa. C.S.A. § 6102.

ADD – REPORT – Verbal or written communication to the Cheltenham Township Police Department that a firearm is lost or stolen and which results in a written report prepared by the Police Department.

ADD - §143-3. Reporting of Lost or Stolen Firearms Required.

C. Any person who is the owner of a firearm as defined above that is lost or stolen is required to report the loss or theft of the firearm to the Cheltenham Township Police Department within 72 hours after discovery of the loss or theft of the firearm.

The person reporting the lost or stolen firearm may receive a copy of the report, once prepared, from the Police Department.

(2) Sub-section 143-6. Violations and penalties.

DELETE – Any person, firm or corporation who or which shall violate any of the provisions of this chapter shall be liable, on conviction thereof, to a fine or penalty not exceeding one thousand dollars (\$1,000.) for each and every offense. Such fine or penalty shall be collected before any District Justice as like fines or penalties are now by law collected.

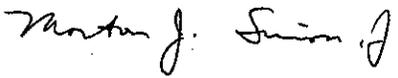
ADD – Any person, firm or corporation who or which shall violate any of the provisions of this chapter shall be liable, on conviction thereof for each firearm, a fine or penalty not exceeding six hundred dollars (\$600.) for each count, and every offense, and, in default of payment, to imprisonment for a term not to exceed 30 days. Such fine or penalty shall be collected before any District Justice as like fines or penalties are now by law collected.

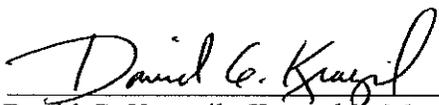
Section 3. That this Ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect after its approval as required by law.

Section 4. EFFECTIVE DATE. This Ordinance shall take effect and be enforced from and after its approval.

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

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

By: 
Morton J. Simon, Jr., President

Attest: 
David G. Kraynik, Township Manager
and Secretary

c) The Board of Commissioners reviewed the LaMott and Wyncote Boards of Historical Review Minutes dated June 7, 2010 as follows:

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-873 to Cheltenham Township relating to the LaMott Streetscape Project, as recommended by the LaMott Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-869 to Campbell Thomas and Company Architects for Gertrude Crooks, owner of the property at 7437 Euston Road, LaMott, relating to the existing roof, exterior steps, stone-pointing, siding, garage and storm doors, as recommended by the LaMott Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-870 to Carrie Givanham, owner of the property at 1700 Chelsea Road, LaMott, relating to the garage door, existing exterior steps, railings, wall penetrations, rain gutter, brick-pointing, roofing, exterior steps, stone-pointing, siding, garage and storm doors, and chimney, as recommended by the LaMott Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-871 to Campbell Thomas and Company Architects for Ronald and Georgette King, owners of the property at 1708 Chelsea Road, La Mott, relating to the chimney, concrete walkway, rear steps, side entrances, railings, and existing rain gutters and downspouts, as recommended by the LaMott Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-872 to Leo Hurley, owner of the property at 1712 Graham Lane, La Mott, relating to siding, gutters and downspouts, shutters and exterior painting, as recommended by the LaMott Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-813 to Andrea and Jack Platt, owners of the property at 410 Accomac Road, Wyncote, relating to restoration of the property, removal and replacement of asphalt and slate shingles, gutters and outlets, slates, and wood sheathing, as recommended by the Wyncote Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-814 to Emily Barnhart, owner of the property at 12 Greenwood Place, Wyncote, relating to existing fence, as recommended by the Wyncote Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-815 to Brand Banks (Contractor) and Michael, Marian and Julianne Riders, owners of the property at 406 Accomac Road, Wyncote, relating to existing greenhouse and porch enclosure, as recommended by the Wyncote Board of Historical and Architectural Review.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application No. L-816 to Thomas DiBenedetto (Architect) and Andrea and Jack Platt, owners of the property at 410 Accomac Road, Wyncote, relating to the construction of a new addition, as recommended by the Wyncote Board of Historical and Architectural Review.

d) The Board of Commissioners considered SEPTA's application for improvements to the Cheltenham and Ogontz Avenues Bus Loop. Representatives of SEPTA present were Jeffrey Knueppel, Chief Engineer, and SEPTA and Robert DiCamillo were present.

Mr. Lynch addressed the Board with an update on the application, a review of his Director's Report and recent changes made by SEPTA. He reviewed the planned changes that include: traffic pattern changes; five (5) new bus shelters; stormwater management; 100-year storm measures; lighting in accordance with the lighting standards for the Cheltenham Avenue Business Improvement Project ("BID"); landscaping; new traffic signal on Ogontz Avenue; crosswalks; and 'restriping' of crosswalks. Mr. Lynch noted that SEPTA is taking exception to being responsible for the electric power of the traffic signal, reimbursement to the Township for traffic signal maintenance costs and future upgrades. SEPTA will provide artwork in accordance with Federal Transit Administration guidelines and using some local artists; the color of the street sign on the Cheltenham side will be in the Township's colors, if permitted by PennDOT and the City of Philadelphia.

Mr. DiCamillo stated that SEPTA has made traffic signal improvements in numerous Townships and the City of Philadelphia and that in no instance has SEPTA incurred any costs, and he requested the same for the Township. Mr. Simon asked for the status of the greenness of the median. Mr. Lynch responded that it is still a part of the project. The responsibility for maintenance would go to the BID. Mr. Havir announced that the next BID meeting is June 24, 2010. Mr. Haywood stated that he was satisfied with the proposed plan.

In response to a question from Mr. Kraynik, Mr. Knueppel asked the Board to consider an agreement to start work prior to a recorded plan. Extensive discussion regarding escrow requirements ensued. Mr. Simon stated that the requirement of escrow in the amount of 110% of

the project's cost has not yet been determined. Mr. Haywood asked Mr. Bagley for his recommendation on the Township's obligation to ask for the escrow and SEPTA's response.

Mr. Bagley stated that according to the Municipalities Planning Code ("MPC"), developers usually apply for land development before putting in any public improvement, and the statute provides that they post financial security since they have not yet installed the utilities. According to the MPC, the financial security shall be provided. The MPC allows the municipality to decide what type of security is acceptable. Mr. Bagley advised the Board not to waive financial security but that it use discretion about what type of security it wants. Mr. Bagley mentioned that the possible alternatives include an escrow account, a restricted bank account or a bond. Mr. Knueppel stated that SEPTA has restrictions since the funding agency will not allow funds to be put forth prior to any work and to get a bill. SEPTA has to do the work and send its bill to the government. Also, SEPTA is not a developer but an agency created by the state and funded by both the federal and state governments and is making public improvements, not money.

It was Mr. Bagley's opinion that "developer" in the MPC means any applicant. He understood that even though SEPTA is restricted by state and federal law, this does not prevent SEPTA from setting up its own account or getting a Letter of Credit. Mr. Knueppel stated that he would have to ask SEPTA's counsel to review this. It was his past experience that SEPTA's general counsel has never agreed to any escrow for SEPTA projects. In response to a question from Mr. Haywood, Mr. Knueppel stated that similar projects were done in Whitpain Township and the Fort Washington Train Station and no security money was put up. In response to a question from Mr. Bagley, Mr. Knueppel stated that SEPTA has never posted a judgment. Mr. Simon felt that the Commissioners would like the project to proceed but does not want to violate the MPC and understands that cash is difficult to get but a Letter of Credit or a bond does not

require out-of-pocket cash. It seemed to Mr. Simon that these would be reasonable ways to meet the requirements under the FTA and MPC.

Mr. Haywood suggested that SEPTA's counsel provide the Township with information that proves that SEPTA is exempt from MPC requirements. Mr. Swavola noted other SEPTA projects in the Township wherein SEPTA was not required to post any type of escrow.

Mr. Knueppel stated that he has no authority to make any determination tonight and would have to consult with SEPTA's General Counsel. Mr. Bagley stated that since SEPTA is a state agency, the Township could accept a judgment note, which would not involve a financial institution. This might not require bringing the matter back to the Commissioners. Mr. Haywood asked if PennDOT is in the same position as SEPTA regarding escrow requirements for its work.

Mr. Bagley stated that PennDOT does not do development work. It does road improvements and condemnation of land. Mr. Bagley advised of certain possible alternatives regarding escrow.

Mr. Haywood cited the history of SEPTA's previous projects in the Township and SEPTA's similar work without a required escrow in other municipalities.

There was a comment from the public:

Diane Williams, 1812 Beech Avenue, LaMott, felt that the Township should not rely on SEPTA's experience in other Townships without supporting documents and the way SEPTA did its projects in the past in the Township does not mean it should be allowed to continue doing the same.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved Cheltenham Township Development Application No. 10-0540, Record Plan SEPTA Cheltenham and Ogontz Bus Loop Improvement Project – 2501 W. Cheltenham Avenue, subject to the to the following Conditions, Notes and Waivers as follows:

A. CONDITIONS

1. That the plan be titled "Record Plan SEPTA Cheltenham and Ogontz Bus Loop Improvement Project 2501 W. Cheltenham Avenue (Cheltenham Code Section ("CCS") 260-32.C.(1)).

2. That the text "Cheltenham Township Development Application No. 10-0540 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. 3371 be noted on the plan stating the date granted, Zoning Relief required and any conditions imposed. (CCS 260-31.)
4. That new electric and telephone utilities be installed underground. (CCS 260-23.)
5. That monuments be shown at locations designated by the Township Engineer. (CCS 260-24.)
6. That the following data be added to the plan:
 - a. A legend clearly denoting existing and proposed features. (CCS 260-32.B.(5))
 - b. Present Zoning Classification, Zoning Requirements and proposed setbacks, etc. (CCS 260-32.C.(4)); 260-32.E.(3))
 - 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. Names and widths of streets (CCS 260-32.D.(2))
 - e. Location of adjoining property lines and names of adjoining owners (CCS 260-32.D.(2))
 - f. Structure first floor elevation (CCS 260-32.D.(7))
 - g. Building setback lines (CCS 260-32.E.(8))
7. That the Township is in receipt of the Montgomery County Conservation District approval letter on this Land Development.
8. That the Owner's Acknowledgement Block be added to the plans.
9. That the Township Approval Block be added to be plans.
10. That the Surveyor's Certificate of Accuracy be added to the plans.
11. That the Engineer's Certificate of Design be added to the plans.
12. That the Montco Planning Data Block be added to the plans.
13. That the Recordation Data Block 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 "List of Drawings" be re-titled "Tabulation of Record Plans," the sheets being recorded indicated and be placed on a sheet being recorded.
16. That the property area be tabulated as follows:
- Gross Property Area
Area between Title Lines and R/W Lines
Net Property Area
17. That the Building Coverage percentage be based upon the Net Property Area.
18. That the Impervious Area percentage be based upon the Net Property Area.
19. That a "Green Median" be shown along the Ogontz Avenue frontage of the property.
20. That the existing cross-walks at the intersection of Ogontz Avenue, Cheltenham Avenue and Upsal Street be restriped.
21. That the following concerns with "Landscaping" be addressed (STAC Conditions):
- a. Return fifteen (15) existing Honey Locust trees that had been donated by the Ogontz Avenue Redevelopment Corporation ("OARC") to the SEPTA Bus Loop Site to OARC or an appropriate entity.
 - b. Township Engineer to check the conditions of the trees on site four years from the date of planting.
 - c. Provide plan showing existing Tree Inventory listing tree species and caliper.
 - d. Furnish photo sheet of proposed landscaping.
 - e. Redirect "C" Bus aisle runoff into bio-swale.
22. That the following concerns with signage be addressed:
- a. Show location of all proposed signage.
 - b. Provide Elevations/Details/Notes on signage.

23. That Details/Notes be provided on the following:
 - a. Curbing (all types)
 - b. Pavement sections
 - c. Pavement markings
 - d. Handicapped ramps
 - e. Cross-walks
 - f. Bus shelters (schematic)
 - g. Silt fencing
 - h. Construction and silt fence
 - i. Stabilized construction entrance
 - j. Concrete sidewalk
 - k. Stamped cross-walks
 - l. Concrete paver sidewalk
 - m. Green Median

24. That the proposed Ogontz Avenue median closure be replaced with an appropriately designed Green Median.

25. That the following concerns with Storm Drainage/Stormwater Management be addressed:
 - a. Show Storm Drainage/Stormwater Management System on sheet being recorded.
 - b. Show structure IDs on all sheets.
 - c. Show top inlet elevation in plain view on grading plan.
 - d. Depress top inlet elevation 2"-6" below nominal pavement grade.
 - e. Provide profiles for all storm drainage.
 - f. Provide Details/Notes on following:
 - i. Type M Inlets w/Grit Pits and Snouts
 - ii. Snouts
 - iii. Inlet bottom drainage (1' square)
 - iv. Geotextile nailer over mouth outlet or
 - v. Drainage trough to bio-swale
 - vi. Bio-swale (w/Soil Amendments)
 - vii. Infiltration Basins ("IB") (to include longitudinal and transverse cross-section thru IB showing original grade, proposed surface grade and top/bottom of IB; IB access structures; etc.)
 - viii. Stormceptor manholes
 - g. Provide perc tests near IB and show on plans.
 - h. Add following boxed "Operation and Maintenance of Infiltration Basin" Note to plan sheet being recorded.

OPERATION AND MAINTENANCE OF INFILTRATION BASIN ("IB")

The IB 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 pre-treatment grit chambers (inlet grit pits and stormceptor manholes). 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 grit pits and stormceptor manholes every three months.

Inlet points 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".

Observation wells (points, inlets, etc.) shall be inspected after each runoff producing storm event. Water may appear in the well; 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 observation wells 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 IB, 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 IB piping to storm drainage system.

- i. Provide bottom drainage for all Inlets.
 - j. Provide Snouts/Grit Pits in all Inlets (Show in plan and profile views)
 - k. Show intersecting utilities in profiles.
 - l. Show consistent structure IDs for IB on plans, profiles and in Stormwater Management Report.
26. That the following concerns with site lighting be addressed:
- a. Use Sun Valley Lighting Luminaire and Pole shown on Exhibit A.
 - b. Reduce average footcandle value over site to 6.0 FC.
 - c. Use metal halide lamps.
 - d. Use one pole height throughout site.
 - e. Revise Iso-lumen plan, as required.

- f. Provide Iso-lumen contours.
- g. Submit revised lighting plans for review and approval of Township Engineer.

27. That Bearing, Distances and Curve Data (radius, depth, chord B/D) be shown for R/W line.

B. NOTES TO BE ADDED TO THE PLAN VERBATIM

1. This Land Development/Subdivision shall be constructed in accordance with all Cheltenham Township Ordinances.
2. All proposed improvements (roads, grading, paving, curbing, storm sewer pipe, inlets, manholes, etc.) shall be constructed in accordance with applicable portions of the PennDOT Publication 408 Standards and Specifications and with all Township standards and specifications.
3. These drawings indicate the approximate location of existing subsurface utilities in the vicinity of the project and are not guaranteed for accuracy and/or completeness. Pennsylvania Act 38 requires that contractors determine the location of all utility, sewerage and water lines before commencing construction (1-800-242-1776) File _____.
4. All new public utilities, including but not limited to, electric, gas and telephone, shall be placed underground within the Land Development. Such utilities shall be installed in strict accordance with the prevailing standards and practices of the utility or other company providing service, except where it is demonstrated to the satisfaction of the Board of Commissioners that underground installations are not feasible because of physical conditions of the land.
5. Any utility conflicts with proposed construction are to be brought to the immediate attention of the Township Engineer and the Engineer of Record. All existing utilities that are to be relocated or altered in any manner are to be done in accordance with the respective utility company standards. All existing utilities exposed during construction are to be supported until backfill is in place. Any crossing less than one foot clear is to be supported with a saddle (concrete or sand as noted).
6. The Township has reviewed and approved the Storm Drainage System, the Stormwater Management System and the Erosion and Sedimentation Control Plan. However, site conditions may dictate that during construction, additional silt fence, other methods of sediment control or stormwater management measures or storm drainage measures may be required. Therefore, the Township may direct the installation of additional means of stormwater management and/or erosion and sediment control and/or storm drainage to prevent poor drainage and/or discharge of sediment from the site be made.

7. It shall be the responsibility of SEPTA to properly maintain, repair and/or replace the stormwater management facilities located on this property. The maintenance, repair and/or replacement of the stormwater management facilities shall be to the degree considered satisfactory by the Township.
8. Limits of disturbance, as shown on the plans, shall be clearly marked in the field prior to the start of the construction, as applicable (including installation of erosion/sediment control measures). The limits of disturbance shall be marked with staked yellow safety ribbon or other materials acceptable to the Township; the marking materials shall be maintained, repaired or reset until construction within the enclosed areas is complete and until the pervious areas achieve a 75% catch of ground cover. No disturbance of ground cover, cuts or fill placement shall be permitted outside the staked limits of disturbance.
9. During construction, SEPTA is solely responsible for insuring the proper functioning of the erosion and sediment control measures. SEPTA shall take whatever measures are required to insure that no sediment leaves the site.
10. SEPTA shall be responsible for supervising debris disposal from all contractors on the site (whether employed by the SEPTA or not) from the start of construction to the issuance by the Township of the Certificate of Occupancy. SEPTA shall bear the expense of any cleanup operations indicated by the Township.
11. No debris disposal pits shall be permitted.
12. No open burning shall be permitted.
13. There shall be no shrubs or visual barriers placed within the triangular area of 65' of any intersection measured along the street centerline. The Township shall have full authority to require the owner to remove violations.
14. All exterior lighting fixtures shall be shielded to deflect lighting from adjacent residential properties and from passing motorists.
15. 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 within initial version.
16. A Highway Occupancy Permit is required pursuant to Section 420 of the PENNSYLVANIA ACT OF JUNE 1, 1945 (P.L. 1242 No. 428), known as the "State Highway Law", before driveway access to a State Highway is permitted.

17. The Landscaping installed in accordance with this Plan Set shall be subject to the following requirements except for the "Green Median" on Ogontz Avenue):

- a. No trees or plantings shall be removed without written permission from the Township Engineer;
- b. SEPTA shall appropriately maintain the trees and plantings; the Township may direct SEPTA to take appropriate measures to maintain the trees and plantings if the Township deems it necessary;
- c. If any of the trees or plantings dies, SEPTA 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.

18. The Infiltration Basins ("IB") shall be inspected at the following checkpoints:

- Inspection of trench sides and bottom prior to placement of geotextile
- Placement of geotextile, stone, and pipe.
- Backfilling over stone bed.

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

SEPTA shall furnish the Township Engineer with weigh slips for each load of aggregate placed in the IB.

The mouth of all inlet pipes to IB 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 IB 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, SEPTA shall reconstruct the IB from the initial placement of the geotextile (including).

19. The Township Engineer or his designee shall have the right to inspect the proposed site improvements for this Project and to direct SEPTA to correct any deficiencies; no Certificate of Final Completion shall be issued unless and until the site improvements are complete and approved by the Township.
20. The Township Engineer shall be notified, in writing, two (2) calendar weeks prior to the placement of any landscape materials in order for the Township Engineer or his designee to arrange for and inspect the landscape materials.

No landscape materials shall be placed without being inspected and approved by the Township Engineer or his designee.

All rejected landscape materials shall be immediately removed from the site and replaced with acceptable landscape materials. No substitutions for landscape materials are accepted unless approved by the Township Engineer, in writing.

21. CERTIFICATE OF ACCURACY

I, _____, hereby certify that I am a Professional Land Surveyor in the State of Pennsylvania and that the plan shown and described hereon, consisting of _____ sheets, represents a survey made by _____ and is true and correct to the accuracy required by accepted surveying standards and practices and by the Cheltenham Township Subdivision and Land Development Regulations to the extent it describes the bearings and distances of the property, the location of planimetric features, and that the existing monuments shown herein actually exist and that their positions are accurately shown.

_____, 20____

Professional Land Surveyor

PA License No. _____

22. CERTIFICATE OF DESIGN

I, _____, hereby certify that I am a Professional Engineer, that the site design conforms to all applicable Subdivision and Zoning Regulations, and that site design meets accepted design standards and practices.

_____, 20____

Professional Engineer

PA. License No. _____

23. COMMONWEALTH OF PENNSYLVANIA:

SS

COUNTY OF MONTGOMERY:

On this _____ day of _____, A.D., 2010, before me the undersigned officer, appeared Joseph M. Casey, the General Manager of Southeastern Pennsylvania Transportation Authority ("SEPTA"), a body corporate and politic which exercises the public powers of the Commonwealth as an agency and instrumentality thereof, who being sworn according to law deposes that (i) SEPTA is the owner of the property designated on the plan as being owned by

SEPTA, (ii) SEPTA has obtained all necessary approvals of the plan, (iii) the plan is the act and deed of SEPTA, (iv) SEPTA desires that the plan be recorded on its behalf and (v) he is authorized to execute the document.

Joseph M. Casey
General Manager of SEPTA

Witness my hand and seal
on the date written above.

Notary Public

24. APPROVAL NOTATION

EXECUTED BY THE BOARD OF COMMISSIONERS OF CHELTENHAM
TOWNSHIP THIS _____ DAY OF _____, 20____
SUBJECT AND CONDITIONED UPON THE RECORDING OF THIS PLAN
IN THE OFFICE OF THE RECORDER OF DEEDS OF MONTGOMERY
COUNTY WITHIN 90 DAYS OF THE DATE THEREOF. APPROVED
PURSUANT TO RESOLUTION OF THE BOARD OF
COMMISSIONERS ADOPTED _____.

ATTEST: _____
SECRETARY

PRESIDENT

25. RECORDING NOTATION

Recorded in the Office for the Recording of Deeds, etc., Norristown, PA., in
Deed Book _____, Page No. _____ on

26.

<p>MCPC No. _____</p> <p>PROCESSED and REVIEWED. A report has been prepared by the Montgomery County Planning Commission in accordance with the Municipalities Planning Code.</p> <p>Certified this date _____</p> <p>_____ For the Director</p> <p>MONTGOMERY COUNTY PLANNING COMMISSION</p>

27. The existing pedestrian cross-walks at the intersection of Ogontz Avenue, Cheltenham Avenue and Upsal Street shall be completely ~~renewed~~ restriped by SEPTA.
28. The existing fifteen (15) Honey Locust trees on site that were donated by the Ogontz Avenue Redevelopment Corporation ("OARC") to SEPTA be removed and returned to OARC or to an appropriate entity. If any of the Honey Locust trees die in the transplanting operations, SEPTA will replace same on a one for one basis.
29. All existing billboards on the site are to be removed by SEPTA.
30. SEPTA shall pay for and install the traffic signal (Ogontz Traffic Signal") and cross walk by its Ogontz Avenue Entrance/Exit.
31. VACANT
32. VACANT
33. VACANT
34. The Township Engineer shall check the condition of the site landscaping (including bio-swale) four years from the date of final completion. SEPTA shall replace any dead, diseased, stunted or dying plantings, as required.

35. SEPTA shall incorporate a public art element(s) in this project. The public art element(s) will be commissioned specifically for the Cheltenham & Ogontz Loop project in accordance with the Federal Transit Administration (FTA) guidelines for Art In Transit. The public art element(s) will be created by an artist elected by a Jury Panel convened by SEPTA, which will include members of the local community.

Based on the limited time, the public art element(s) may not be available for the re-opening of the loop to service.

36. SEPTA shall coordinate with PennDOT to replace the existing "Cheltenham Avenue" street blade sign on the traffic signal mast arm on the Cheltenham side of the intersection of Cheltenham Avenue and Ogontz Avenue with a "Cheltenham Avenue" street blade sign in the standard Township street blade colors: blue background with gold lettering.

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 population and character and aesthetics be waived.
3. That the requirement of CCS 260-32.D.(2) for 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.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved a request by SEPTA to start work without a recorded plan and without the escrow requirement on CTDA 10-0540 Record Plan SEPTA Cheltenham and Ogontz Bus Loop Improvement Project, 2501 W. Cheltenham Avenue, Wyncote, contingent upon the Township Solicitor and SEPTA General Counsel agreeing that security is not necessary by way of an escrow account, Letter of Credit, bond or judgment or any other means of security that satisfy the terms of the MPC.

e) The Board of Commissioners considered a Wastewater Agreement with the City of Philadelphia. Mr. Simon stated that said agreement arises out of the various problems the Township has with sewer surcharging and sanitary sewer overflows and actions the Township will be taking to try to remedy the situation. Mr. Sharkey noted that said agreement was an unfortunate necessity for the Township.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Wastewater Service Agreement and Inter-jurisdictional Wastewater Pre-treatment Agreement with the City of Philadelphia (see attached).

f) The Board of Commissioners considered a Resolution regarding a Corrective Action Plan and costs for the sanitary sewer system. Mr. Simon suggested that the Resolution be amended to include a phrase that would not obligate the Township to do more of a percentage of work than it had to do and he suggested that the phrase “up to” be added to wherever a percentage of work was referred, i.e. Section 3 (a) and (b); Section 4 (e), so that the conditions would read “up to a ____%”. He also suggested that the name of the plan be changed to “Corrective Action Plan”.

Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Resolution No. 31-10** authorizing components of a Corrective Action Plan for the Township’s Sanitary Sewer System, as amended.

CHELTENHAM TOWNSHIP

RESOLUTION NO. 31-10

A RESOLUTION AUTHORIZING COMPONENTS OF A CORRECTIVE ACTION PLAN IN COOPERATION WITH THE PENNSYLVANIA DEPARTMENT OF ENVIRONMENTAL PROTECTION (“DEP”) TO REDUCE AND EVENTUALLY ELIMINATE INFILTRATION INTO THE TOWNSHIP’S SANITARY SEWER SYSTEM

BE IT RESOLVED, that the Board of Commissioners of the Township of Cheltenham, Montgomery County, Pennsylvania, hereby authorizes its staff to implement the following components of a Sanitary Sewer Corrective Action Plan.

WHEREAS, the Cheltenham Township Sanitary Sewer System Corrective Action Plan shall be as follows:

1. Development of a new inter-municipal agreement with Philadelphia Water Department.
2. Interceptor A Interim Bypass Pumping
 - a. The Township shall immediately begin the installation of an interim bypass pumping system upon approval and execution of the new agreement with Philadelphia Water Department.
3. Sewer system rehabilitation
 - a. The Township shall install cast in place lining, and perform any necessary minor, short length point replacements, up to 15% of the entire sewer system pipe length, which equals approximately 16 miles. This rehabilitation will occur in areas that are in poorer relative condition as revealed by the Clean, Televis, Grout Program (“CTVG”) and that are simultaneously in areas determined to be susceptible to high groundwater levels.
 - b. The Township will then evaluate the effectiveness of the lining and point repairs after their completion via flow monitoring analysis. If this rehabilitation work does not prove to reduce infiltration or Sanitary Sewer Overflows (“SSO”) significantly, the Township would then rehabilitate up to 15% of the system. This cycle of rehabilitation and monitoring will continue as necessary until the availability of sewers in need of rehabilitation has been exhausted.
4. Private sewer lateral rehabilitation

The Township will implement the following:

- a. The establishment of ordinances that allow for private lateral inspection and replacement by the Township. Priority work will be done in areas determined to be susceptible to high groundwater levels.
- b. The establishment of an ordinance that requires lateral inspection and, if necessary, rehabilitation whenever a property is resold.
- c. The establishment of a lateral inspection program.
- d. The rehabilitation or replacement, over a 6 year period, of up to 2,500 of those laterals showing signs of significant infiltration or private property inflow. This number may be reduced if the inspection program reveals that less than 2,500 laterals are in need of rehabilitation.
- e. The evaluation of the effectiveness of lateral rehabilitation after work has been completed. If more infiltration and SSO reduction efforts are still needed, the Township will commit to rehabilitating up to an additional 25% of the defective private laterals. This cycle of rehabilitation and monitoring will continue as necessary until the availability of private laterals in need of rehabilitation has been exhausted.

5. Act 537 Planning

The Township shall develop, complete and gain approval of an Act 537 Plan that contains, but may not be limited to, the following:

- a. The determination of the current and future needs of Cheltenham Township and all municipalities tributary to Cheltenham Township.
- b. Development of revised, updated agreements with each contributing municipality.
- c. Development of a plan for regional infiltration and inflow reduction.
- d. Determination of the need for replacement/expansion of portions of Interceptor A.
- e. In the event that the Act 537 Plan concludes that replacement of Interceptor A is not necessary, the Township shall consider completing cast in place lining rehabilitation of Interceptor A and shall consider the removal and rehabilitation of outstanding poor Interceptor A alignment projects as described in Section 4.2. of a report dated June 8, 2010 submitted to DEP by the Township Engineer.

6. Manhole study/rehabilitation

- a. The Township shall study the results of the manhole inspection program and determine the possible extent and effectiveness of Township wide manhole rehabilitation.

7. Development of a Fat, Oil, Grease (“FOG”) Ordinance.

8. Tookany/Tacony-Frankford Partnership contribution increase

- a. The Township will increase in its annual contribution to \$40,000 as a requirement of a new agreement with Philadelphia Water Department.

9. Involvement in the EPA WaterSense Program

BE IT FURTHER RESOLVED, that the anticipated cost estimates and schedule for the above-referenced work is as follows:

CORRECTION ACTION PLAN SCHEDULE AND COSTS

CAP ITEM		ESTIMATED SCHEDULE OR COMPLETION DATE	ESTIMATED COST
1	Development of new intermunicipal agreement with Philadelphia Water Department	July 2010	Minimal
2	Interceptor A interim bypass pumping system	November 2010	\$1.2 million
3	Sewer system rehabilitation (15% of the system)	December 2013	\$5.4 million
4	Private sewer lateral rehabilitation (up to 2,500 laterals)	July 2016	\$10 million
5	Act 537 Planning	September 2012	\$150,000
6	Manhole study/rehabilitation	December 2010	\$10,000
7	Development of a FOG ordinance	2011	Minimal
8	Tookany/Tacony-Frankford Partnership contribution	January 2011	\$40,000/year
9	Involvement in the EPA WaterSense Program	2010	Minimal
Total Cost			\$16,800,000

NOW, THEREFORE, BE IT RESOLVED, that the Board of Commissioners at its regularly scheduled meeting on June 16, 2010, duly authorizes the Township staff to implement this Corrective Action Plan to reduce and eventually eliminate infiltration into the Township's sanitary sewer system.

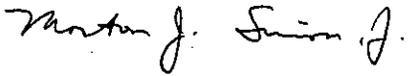
I HEREBY CERTIFY that the foregoing Resolution was adopted by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, at its public meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania, 19095 on **Wednesday, June 16, 2010**.

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

ATTEST:



David G. Kraynik
Township Manager/Secretary

By: 

Morton J. Simon, Jr.
President

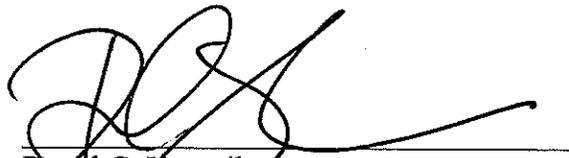
32. Under Citizens' Forum:

a) Mavra Iano, 157 Greenwood Avenue, Wyncote, a member of "We the People" announced that group's 2010 petition campaign to change the initiative and referendum process for residents of Cheltenham by amending the Home Rule Charter by reducing the number of signatures required to place an ordinance through the referendum process. This campaign aims to reduce the required number of signatures to have an ordinance question placed on the ballot from 30% (9,000 signatures) to 7% (2,100 signatures). Ordinances would still be placed on the ballot either by action of the governing body or by petition of the voters. This proposal amends Article XIV, Section C1409 of the Home Rule Charter. Ms. Iano stated that her organization feels that the number of signatures currently required is too high and makes it difficult for residents to have a voice. Further information about the proposed amendment can be found on her group's website – www.wethepeopleofcheltenham.com. She presented a copy of the petition.

b) Theresa Camerota, 1112 W. Church Road, Wyncote, reviewed the Mission Statement of We the People. A majority of the Board is needed to pass an Ordinance but for citizens to do so takes about 9,000 signatures to be certified by the Board of Elections to be placed on the general ballot. The petition wants to amend the Home Rule Charter by placing the question on the November ballot to lower the requirements from 30% (9,000 signatures) to 7% (2,100 signatures). She presented a copy of the Mission Statement.

c) Loretta Leader, 542 W. Glenside Avenue, asked about the two (2) Ordinances passed this evening under New Business that were re-advertised. She did not see the Legal Notices and wanted to know who paid for the re-advertisement. Mr. Kraynik responded that the original Legal Notice had a typo as the result of a secretarial error. If a Legal Notice is the result of the newspaper's error, the newspaper pays for it, and if it is the result of a Township error, the Township pays for it.

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



David G. Kraynik
Township Manager

as per Anna Marie Felix



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, June 16, 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
Soleil Sman	7921 New Second	215 635 0728	SSMUSICHEAVEN@gmail.com
Greta Brown	7921 New Second	215 635 0728	gretab0925@verizon.net
Melba Haynes	1314 W 72nd Ave		
KAREN GARNETT	513 W. Cheltenham th	215 635-1717	Rochelle Parchment @ gmail
ROCHELLE PARCHMENT	513 West Cheltenham th	SAME	rochelle.parchment @ gmail
MARIAN DONDERO	3025 CHURCH RD	215-885-1636	mdondero@ancilla.org
Rosemary A Poppers	558 Twickenham RD		
Adam Andrews	N/A	N/A	N/A
Kate Leyland			
M. S. Daku	157 Greenwood	—	Santa7@kafmail.com
Kholoat Shabeen	534 E Church Rd	215 758 2634	mnmluver17@hotmail.com
Alla Levy	108 Clift Way		

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND THE CITY OF PHILADELPHIA

This Agreement (“Agreement”) is made this day of , 2010, (“Effective Date”) by and between the **CITY OF PHILADELPHIA** acting through its Water Department (“City”) and the Township of Cheltenham, Montgomery County, Pennsylvania, (“Township”), a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 8230 Old York Road, Cheltenham Pennsylvania. (collectively referred to as the “Parties”).

BACKGROUND

WHEREAS, City owns and operates wastewater collection and treatment facilities providing services to convey, treat and dispose of wastewater and its by-products (“Wastewater Treatment Services”); and

WHEREAS, the Council of the City of Philadelphia has by Ordinance, Bill No. 1129, approved by the Mayor on May 20, 1987, authorized the Water Commissioner to enter into agreements for the sale of Wastewater Treatment Services to suburban communities; and

WHEREAS, the Parties have entered into prior Wholesale Wastewater Agreements whereby the City agreed to provide Township Wastewater Treatment Services; and

WHEREAS, Township is aperiodically exceeding its 18 CFS Maximum Flow limit for the Point of Connection on the Tookany Creek north of Adams Avenue contained in its current Wholesale Wastewater Agreement; and

WHEREAS, Township desires to continue to procure Wastewater Treatment Services from City to ensure wastewater treatment for Township; and

WHEREAS, the Parties desire to enter into a new Wholesale Wastewater Agreement which shall address the Township’s Flow Limit exceedances and will allow the Township time to create an Official Plan to comprehensively address its sewage disposal needs pursuant to the Pennsylvania Sewage Facilities Act (commonly referred to as “Act 537”); and

WHEREAS, City is actively managing a Federal and State-mandated Combined Sewer Overflow (“CSO”) program within City, and such program requires the City to maximize the treatment of wastewater collected in City’s combined sewer system and to minimize the volume and duration of discharges from its CSOs; and

WHEREAS, City in order to efficiently manage its CSO program must limit the treatment of inflow and infiltration from separate sanitary sewer systems within the City and from the City's wholesale customers; and

WHEREAS, City desires to provide and Township desires to utilize Wastewater Treatment Services in accordance with the terms and conditions set forth in this Agreement;

NOW, THEREFORE, intending to be legally bound and in consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

I. DEFINITIONS

For the purposes of this Agreement, the following terms and phrases shall have the following meanings:

- A. **BOD**: Biochemical Oxygen Demand (BOD₅): The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedure for five (5) days at 20 degrees Celsius expressed in terms of weight and concentration (milligrams per liter (mg/l)).

- B. **DRBC**: Delaware River Basin Commission.

- C. **EPA**: United States Environmental Protection Agency.

- D. **Fiscal Year**: A fiscal year shall be the year beginning on July 1 of any given year and ending on June 30th of the following year.

- E. **Flow Limits**: The maximum amount of wastewater that may be discharged to the City as measured in Millions of Gallons per Day ("MGD") and/or Cubic Feet per Second ("CFS") for treatment as specified in Exhibit 1.

- F. **Industrial User**: Any person that introduces an indirect discharge regulated under the Clean Water Act, state or local law to the POTW.

- G. **Loadings Limits**: The maximum Biochemical Oxygen Demand (BOD) loadings and Suspended Solids ("SS") loadings that may be discharged to City for treatment .

- H. NEWPCP: Northeast Water Pollution Control Plant.
- I. Non-domestic User: Commercial, industrial or municipal users who discharge to the POTW.
- J. PADEP: Commonwealth of Pennsylvania Department of Environmental Protection.
- K. PCB: Polychlorinated Biphenyls.
- L. Prohibited Exceedance: Any exceedance of the Flow and/or Loading Limits established in this Agreement and Exhibits.
- M. POTW: Publicly Owned Treatment Works. A treatment works as defined by section 212 of the Clean Water Act (33 U.S.C. §1292) which is owned by the City including any devices and systems used in the storage, treatment, recycling or reclamation of municipal sewage and industrial waste. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewers or other conveyances not connected to a facility providing treatment. POTW shall also include any sewers that convey wastewater to the POTW from persons outside the City who are, by contract or agreement with the City, users of the City's POTW.
- N. Significant Industrial User: ("SIU") (1) any Industrial User subject to any National Categorical Pretreatment Standard; or (2) any Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, noncontact cooling and boiler blowdown wastewater) or contributes a process wastestream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or (3) any Industrial User that is found by the City, PADEP or EPA to have a reasonable potential, either alone or in conjunction with other discharges, to adversely affect the POTW, the Collector system, the Solid Waste Byproducts of the POTW, or air emissions from the POTW.

O. SS: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or other liquids, and which is removable by laboratory filtering expressed in terms of concentration (milligrams per liter (mg/l)).

II. TERM

A. This Agreement shall start on the Effective Date and shall continue in force and effect for a period of five years and zero months thereafter unless terminated earlier as provided herein.

B. City shall have the right to terminate this Agreement for “cause” at any time, but only upon twelve (12) months written notice. “Cause” shall mean:

(1) Continuing exceedances of the Flow Limits contained in Exhibit 1, attached hereto and fully incorporated by reference. However, as long as the Township remains in full compliance with Section III, Paragraph C, the Township’s existing exceedances shall not be deemed “cause” under this paragraph; or

(2) Failure by Township to meet its financial obligations under this Agreement for a period of three (3) consecutive months; or

(3) Failure by Township to comply with a final decision or determination of an Arbitration Panel or court of competent jurisdiction rendered under this Agreement within three (3) months of the date the decision or determination became final, unless otherwise specified by the Arbitration Panel or court of competent jurisdiction.

III. SCOPE OF SERVICES/WASTEWATER LIMITS

A. Quantity City shall convey, treat and dispose of wastewater and its byproducts delivered by Township to approved connection points identified in Exhibit 1 of this Contract.

B. Flow Limits The wastewater delivered by Township to City shall not exceed the maximum flow limitations as set forth in Exhibit 1 of this Agreement. (“Flow Limits”)

C. Prohibition on Discharges that Exceed the Flow Limits.

(1) Township's wastewater flow shall not exceed the Flow Limits set forth in Exhibit 1 to this Agreement. No planned sewer activity that will cause or contribute to an exceedance shall be permitted without the written approval of City. Township shall be proportionally responsible for all City costs and damages caused by Township's exceedances of the stated Flow Limits.

(2) Paragraph C(1), immediately above, notwithstanding, the Parties acknowledge and agree that the Township is aperiodically exceeding its Flow Limit contained in Exhibit 1, for the Point of Connection on the Tookany Creek north of Adams Avenue. During wet weather periods, and for significant periods thereafter, the Township exceeds its Flow Limit at this point of connection.

(3) During wet weather periods the Township experiences sanitary sewer overflows (SSOs) within the township. In order to prevent these SSOs the Township has proposed building a Temporary Bypass Pumping System (Bypass System) on the Township's Interceptor A. The Bypass System will allow the Township to now capture the excess sewage currently being discharged as SSOs within the township and convey that flow to the City. While the Bypass System is in place the Township will prepare an Act 537 Plan for the Township sewer system (including its contributing municipalities) and will develop and implement a program for elimination of SSOs and for eliminating exceedances of the Township's Flow Limits.

(4) The Bypass System described in paragraph C(3), immediately above, will increase aperiodically the sanitary flow coming into the City and thus will increase and exacerbate the number of Flow Limit exceedances by the Township. In addition, it will increase the volume of CSO discharges. Pursuant to the City's CSO Long Term Control Policy the City is required to reduce its CSO discharges—not expand them.

(5) However, since the Township's SSOs pose a threat to public health and the environment, the City agrees, on a temporary basis, to accept the additional flow that will be provided by the Bypass System and to allow, again on a temporary basis, continued exceedances of the Township's Flow Limits under the following terms and conditions:

- (a). The Township shall immediately institute Act 537 sewage facilities planning within the Township's entire service area. The Township's final

Official Plan shall be completed and submitted to PADEP no later than two years from the Effective Date of this Agreement.

(b) The Township shall work in conjunction with the City in developing its Act 537 Official Plan. The Township shall meet with the City, at a minimum, every three months to update the City on its efforts to complete its Act 537 Official Plan.

(c) Acceptance of the additional flow from the Bypass System, and any new enlarged sanitary sewer should one be built, is based on the City's belief that all this additional flow shall be discharged from the City's permitted CSO structures and not from any unpermitted structures. This belief was based on modeling efforts conducted by the City. However, both Parties acknowledge that due to the inherent limitations of modeling, the unpredictability of weather events, circumstances presently not foreseen, etc., that the City's modeling projections may be incorrect.

(d) It is not the intention of the Parties to simply move unpermitted sewage discharges from the Township and convert them into unpermitted sewage discharges within the City. Therefore, under no circumstances, whatsoever, shall the additional flow from the Bypass System and /or any new, enlarged sanitary sewer, should one be built, cause or contribute to the discharge of sewage from anywhere within the City's limits contributory to the NEWPCP other than the City's permitted CSO outfalls.

(e) Should the City, in its sole, absolute and complete discretion, determine based upon its flow monitoring, modeling, engineering studies, etc. that the Township's exceedances of its Flow Limits are either causing or contributing to unpermitted discharges of sewage anywhere within the City limits contributory to the NEWPCP the Township shall immediately cease these discharges and shall hold or contain within the Township all volumes of sewage necessary to prevent any unpermitted discharges within the City. Failure to comply with this paragraph shall, in addition to all other remedies under this contract and under applicable law, be cause for termination of this contract. Further, notwithstanding any other

provision in this contract, failure to comply with this paragraph shall eliminate and render null and void both the City's waiver of Exceedance Charges provisions, (the waiver for the first five years from the Date of this Agreement as well as the waiver of Exceedance Charges thereafter) and the Township shall be liable for all Exceedance Charges starting at the Effective Date of this Agreement.

(f) No later than five years and zero months from the Effective Date of this Agreement the Township shall either be in compliance with the Flow Limits contained in Exhibit 1 or have entered into a new contract with the City whereby the City has agreed to accept additional flow from the Township and the Township is now in compliance with these new flow limits. Both parties agree that the City is under absolutely no obligation, whatsoever, to enter into a new contract with the Township expanding the Township's existing Flow Limits.

(g) Although under absolutely no obligation to accept additional flow from the Township, should the City in its discretion agree to accept additional flow, the Township shall be responsible for paying its costs associated with managing this additional flow so that it does not increase either the volume or duration of the City's CSO discharges. (As managing wet weather flows can be extremely expensive the City greatly encourages the Township to reduce its inflow and infiltration into the Township's sanitary sewers so that it can come into compliance with its existing Flow Limits contained in Exhibit 1.)

(h) Should the Township fail to comply with subparagraph (f), and not be in compliance with either its existing Flow Limits or any new flow limits that may be agreed upon by the Parties within five years and zero months from the Effective Date of this Agreement, the Township shall be subject to Exceedance Charges as set forth in Paragraph D, immediately following.

D .Exceedance Charges.

Exceedances of the Township's Flow Limits can cause serious environmental and operational problems for the City. Exceedances can cause localized sections of the City's sewer system to become surcharged and result in unpermitted discharges of sewage within the City.

Exceedances can increase or contribute to the volume and duration of CSO discharges contrary

to the City's CSO Long Term Control Plan. Exceedances can cause operational and maintenance issues as well as make future sewage facilities planning much more difficult. Finally, such exceedances can result in, or contribute to, the City being required to significantly increase its capital and operating expenditures as well as pay significant environmental fines.

Therefore, to ensure exceedances of flow limits will not occur the City imposes Exceedance Charges on its wholesale wastewater customers. Should the Township exceed its Maximum Flow Limits contained in Exhibit 1, Township shall pay Exceedance Charges, as set forth below, in full, as part of their next billing statement.

The Maximum Flow Exceedance Charge shall be assessed for each and every 2.5 minute period recorded flow rate where the flow rate exceeds the maximum allowable flow contained in Exhibit 1.

The Maximum Flow Exceedance Charge penalty rate shall be \$110 (One Hundred Ten Dollars) per CFS, or portion thereof, assessed for each and every 2.5 minute period recorded flow rate where the flow rate exceeds the maximum allowable flow contained in Exhibit 1.

During 2011, and for each calendar year thereafter, the exceedance charges stated above will be adjusted in accordance with the changes in the Consumer Price Index for the prior calendar year, upon the availability of the Consumer Price Index for January of each subsequent year. The index to be used for this adjustment shall be the Consumer Price Index published by the U.S. Bureau of Labor Statistics for all urban consumers ("CPI-U") for the Northeast region of the U.S., all items.

Although the Township has aperiodically exceeded its Flow Limits, and will probably do so aperiodically over the next five years, the City agrees to waive all Exceedance Charges for five years and zero months from the Effective Date of this Agreement. if the Township takes the following actions:

- (1) Completes its Act 537 planning ; and
- (2) Uses its best efforts to eliminate inflow and infiltration into its sewer system from Cheltenham Township as well as from all contributing municipalities (Abington, Jenkintown, etc.) in order to achieve the goal of remaining within its Flow Limits.

This waiver, however, becomes null and void should the Township violate Section III C (5)(e) of this Agreement. If Section III C(5)(e) of this Agreement is violated the Township shall be charged and agrees to pay within 30 days all Exceedance Charges for all exceedances from the Effective Date of this Agreement.

If the Township wishes to avoid being subject to Exceedance Charges for additional time beyond the five years and zero months from the Effective Date of this Agreement the Township shall take all of the following actions specified immediately below:

1. During the first five years from the Effective Date of this Agreement the Township shall complete fully designed and engineered plans and specifications, signed and sealed by a professional registered engineer, for a storage tank of sufficient size and capacity to eliminate Flow Limit exceedances.
2. In the event of a Flow Limit Exceedance, anytime after five years and zero months from the Effective Date of this Agreement, Township shall then, within ten days of the Flow Limit Exceedance, submit to PADEP its plans and specifications for its storage tank for PADEP's approval and issuance of a Water Quality Part II NPDES construction permit.
3. Within ninety days of the Flow Limit Exceedance the Township shall have bid and awarded the contract for construction of the storage tank.
4. Within thirty days from receiving PADEP's Water Quality Part II NPDES construction permit the selected contractor shall begin construction of the storage tank.
5. The storage tank shall be completed and fully operational no later than two years from the date the Township receives its Water Quality Part II NPDES construction permit.
6. In addition to having a storage tank designed and ready to be built, the Township shall pay an annual dues contribution of \$40,000 (Forty Thousand Dollars) starting on January 1, 2011 and continuing every January 1 thereafter, to the Tookany Tacony Frankford Watershed Partnership.
7. Should the Township comply with all subparagraphs 1 through 6 above, then Exceedance Charges shall be waived up to the date when, in accordance with subparagraph 5, the storage tank would become fully operational. Thereafter, Exceedance Charges would again apply.
8. Should the Township fail to comply with any one of the provisions contained in subparagraphs 1 through 6, immediately above, Exceedance Charges shall begin five years and zero months from the Effective Date of this Agreement.

9. This waiver of Exceedance Charges after five years from the Effective Date of this Agreement, however, becomes null and void should the Township violate Section III C (5)(e) of this Agreement.

Exceedance Charges shall not be assessed for those storm events that are so severe that the PADEP has waived fines and penalties across the region for such events.

This Exceedance Charge paragraph does not expire at the end of this Agreement's term. Rather, this Exceedance Charge provision continues in full force and effect for as long as the City provides Wastewater Treatment Services to Township.

E. Plan to Eliminate Flow Exceedances. If Township's discharge to City is a Prohibited Exceedance as defined in Section III.C of this Agreement, then Township shall do the following:

- (1) The current flow exceedances, those that the Parties are aware of as of the Effective Date of this Agreement, are being addressed through the mechanism described in Section III C. Any other exceedances which may arise during the term of this Agreement will be handled according to the City's standard protocol set forth in subparagraph 2, immediately below.
- (2) Within ninety (90) days of written notice from City, Township shall develop and submit a written report detailing a plan of action to eliminate the Prohibited Exceedances within a one (1) year period from the date of the notice. Within thirty (30) days of receipt of the plan, Township and City shall meet to discuss the content of the Township's proposed plan, including any revisions to be required by City prior to implementation of the plan. Unless the City submits written amendments to the plan to Township within thirty (30) days of the date of the meeting, the plan shall be deemed to be approved. If Township fails to submit a good faith report outlining a plan to eliminate exceedances or if City is prohibited from approving the plan due to technical or legal reasons, Township shall pay City the sum of Ten Thousand Dollars (\$10,000.00) per week or part thereof, until such time as Township submits an approvable plan. In the event of a Flow Exceedance, nothing herein shall require City to certify the availability of treatment capacity until any Flow Exceedances have been eliminated or abated.

F. Certification of Sewer Capacity. City may determine that City does not have adequate sewer capacity to permit additional sewer connections to any part of Township system that will discharge to City if Township has exceeded the Flow Limits set forth in Exhibit 1 and has failed to comply with Section III C or submit an appropriate remediation plan as provided under Section III(E)(1,2) of this Agreement.

G. Polychlorinated Biphenyls Minimization. DRBC's Water Quality Regulation and Water Code Section 4.30.9 requires City to implement a Pollutant Minimization Plan ("PMP") at its NEWPCP to reduce its contribution of PCBs to the Delaware Estuary. In order to insure City's compliance with this requirement Township shall:

- (1) Within ninety (90) days of the Effective Date of this Agreement, supply City with any information it has regarding PCBs within the Township.
- (2) Provide an annual update regarding PCBs within the Township for City's annual PMP report. The update shall be submitted at least thirty (30) days prior to the due date of City's report to DRBC.
- (3) Implement any and all new and/or more stringent PCB requirements or reductions that may be imposed upon the City's NEWPCP. Township agrees to implement these requirements or reductions in its drainage area simultaneously with City's implementation of these new requirements.
- (4) Accept a numeric limit for PCB discharge into the NEWPCP which shall be consistent with Township's proportionate flows into the NEWPCP in both dry and wet weather situations in the event a numeric limit for PCBs is imposed upon discharges from City's NEWPCP.
- (5) Upon request by City implement a PMP throughout the entire drainage area of Township that contributes flow to the NEWPCP in order to achieve the maximum practicable reduction, as defined in DRBC's regulations, of PCBs into the NEWPCP.

- (6) Cooperate with any City investigation or trackdown of PCBs within the Township's drainage area that contributes flow to the NEWPCP.

IV. BILLING, PAYMENTS AND CHANGE IN RATES

A. Township shall pay wastewater treatment charges consisting of its proportionate allocation of the capital, operation and maintenance costs of City's wastewater conveyance and treatment facilities in accordance with generally accepted wastewater rate methodologies, as determined by the City's most recent rate study completed by City's consultant. Township shall also pay a management fee to City.

(1) **Wastewater Treatment Charges:**

(a) **Capital Charges.** The capital charges shall include, but not be limited to, depreciation expense and a Rate of Return on Investment ("ROI") on facilities allocated to Township. Depreciation and ROI capital charges shall apply to all applicable capital projects which are completed, in-service and servicing Township which exclusively service Township flows, or if servicing Township flows in combination with flows from other sources, then the capital charges allocated to the Township shall be proportionate to the Township's flows serviced by said projects. Depreciation and Return on Investment (ROI) shall be billed as a fixed monthly charge.

(b) **Operations and Maintenance Charges.** Operation and maintenance charges shall include, but not be limited to, expenses associated with the operation, maintenance, repairs, rentals and replacements of City's wastewater facilities, proportionally allocated to Township from among City's wholesale customers and City, as well as proportionate shares of employee benefits, departmental overhead and other allocable non-direct overhead expenses. Operation and maintenance costs so allocated shall be net of miscellaneous operating revenues related to those expenses.

(c) **Management Fee.** Beginning on January 1, 2011, and continuing thereafter, the management fee shall equal twelve percent (12%) of the total Wastewater Treatment Charges.

- (d) Wastewater from seven connections from the City, as described in Exhibit 1, first flows into the Township's sewer system before it is ultimately returned to the City's system for treatment. Therefore, Township is entitled to a credit for this City flow. The City shall continue to use its current estimating methodology for this credit until the City installs meters at its seven connection points. Township shall cooperate with City so that the City can install its meters as quickly and as efficiently as possible. The City shall have complete and unrestricted access to all metering chambers so that the City can install, maintain, calibrate, repair and replace its meters as needed. Once these meters are installed the City shall use the actual metered flow to calculate the credit. Should any meter be determined to be malfunctioning or unreliable the City will use its best professional judgment to estimate the flow from that connection point. The City shall give Township access to the meters so that the Township can set up their own data telemetry system at Township's expense.
- (e) Township shall have the right, upon written request, to review City's method of computing the charges for, and allocating the cost of providing wastewater treatment services to Township. Such review shall be subject to the provisions relating to Notice of Changes in Rates (IV.C).

B. Billing.

- (1) City shall provide Township with wastewater flow and loadings data and computations utilized in billing Township for the three (3) month periods ending in March, June, September, and December. Billings for all other months will be estimates based upon one-third (1/3) of the amount of the prior quarter's billing.
- (2) City shall render bills to Township on a monthly basis for the charges set forth in this Agreement. Annual charges shall be divided by twelve (12) for purposes of billing monthly.
- (3) Bills shall be payable to City by Township within thirty (30) days of receipt of the bill by Township. If Township objects to any bill, in whole or in part, Township shall notify City in writing prior to the bill's due date. (This writing shall hereinafter be

referred to as the "Objection Letter.") The Township waives all objections to any bill(s) where an Objection Letter is not submitted in writing prior to the bill's due date.

- (a) The Objection Letter shall state in detail the exact nature of the objections and shall include any and all facts and documentation supporting the objections. Within thirty (30) days after receipt of the Objection Letter, City and Township shall meet to discuss the substance of the Objection Letter, and shall attempt to reach a resolution of the matters raised in the Township Objection Letter. In the event that no such resolution can be reached, then the parties shall proceed to Arbitration as provided under Section IX of this Agreement.
- (b) Within sixty (60) days after receipt by City of the Objection Letter, City and Township shall proceed to arbitration pursuant to Section IX of this Agreement to resolve the specific objections made in the Objection Letter.
- (c) During the sixty (60) day period prior to arbitration, Township shall have the opportunity to conduct an inspection and audit of City records in accordance with Section XII.A of this Agreement.

All billings, including those subject to an Objection Letter, shall be paid in full and by the due date. Late fees at the rate of one and one-quarter percent (1-1/4%) per month simple interest shall be added to any balance unpaid thirty (30) days after billing.

C. Notice of Changes in Rates.

- (1) City shall provide notice to Township of any change in rates or billing practices at least ninety (90) days in advance of the effective date of such new rates or practices.
- (2) If Township has an objection to the change in rates or billing practices Township shall notify City in writing within ninety (90) days from receipt of the City's notice as to its specific objection(s) ("Change Objection Letter").
 - (a) The Change Objection Letter shall include any and all facts or documentation supporting the specific objections contained therein.

(b) The Change Objection Letter shall automatically be deemed to be a demand for arbitration and the Parties shall immediately proceed to arbitration in accordance with Section IX of this Agreement.

(3) In the event Township fails to serve City with a Change Objection Letter within ninety (90) days from receipt of City's notice, the rate increase or change in billing practices shall be deemed fully accepted and approved by Township, and Township shall have waived all rights under this agreement or by any other legal proceeding to contest the rate increase or change in billing practices.

(4) Parties agree to accept the rate development methodology used by the City in determining the rates and charges in place at the execution of this Agreement. This rate development methodology is set forth in Exhibit 3 to this Agreement. Township shall have the right to dispute the calculation of wastewater treatment charges set pursuant to this Agreement, however Township shall not have the right to dispute, by arbitration or any other legal proceeding, the methodology used by the City in developing said charges to the Township. The Rate of Return on Investment charged shall also not be subject to dispute by the Township unless the City increases the Rate of Return on Investment to a rate higher than eight percent (8%) per annum.

V. CONSTRUCTION, OPERATION, AND MAINTENANCE OF TOWNSHIP'S CONVEYANCE SYSTEMS

A. Design and Construction of Sewers. Township at its sole cost and expense shall design, construct, own, operate, maintain and repair the sanitary sewers and connections to the City system necessary to convey its wastewater to the City system.

B. Approved Connection Points.

(1) The approved connection points are specified in Exhibit 1.

(2) In its sole discretion, City may require additional connection points or approve Township's request for additional connection points.

C. Plan to Eliminate Unauthorized or Harmful Discharges.

(1) Within sixty (60) days of written notice from the City, Township shall submit a plan to City outlining action(s) to be taken to eliminate unauthorized or harmful discharges if any of Township's connections to City's wastewater system are determined by City or any governmental regulatory agency to be:

- (a) maintenance problems, or
- (b) sources of unauthorized discharge(s), or
- (c) sources of discharge(s) which adversely affect the City's wastewater collection and treatment system, or
- (d) sources of discharge(s) which cause or contribute to any violation of federal, state or local laws or permits.

(2) City shall promptly approve or reject said plan, and shall notify Township, in writing, of the basis for the rejection of the proposed plan. In the event that City rejects the Township proposed plan, the parties agree to promptly meet and discuss the basis for City's rejection and to negotiate terms acceptable to City.

(3) Any action taken pursuant to this section shall be at the sole expense of Township.

VI. METERING , SAMPLING AND TOWNSHIP DATA

A. Meters and Equipment. City shall own and maintain the meter(s), metering equipment, and the electronics associated with the meters at the approved connection points. City shall own and maintain telemetering equipment installed at sites in the area served by Township which shall include equipment which converts the signal produced by the meter(s) into a signal which can be transmitted. City shall also own and maintain all equipment necessary to receive

and record telemetered information. Connections that are in City's discretion unsuitable for permanent flow metering shall be estimated for billing purposes. City may adjust such estimated flow figures whenever City, in its discretion, determines that it is necessary, practical and/or economical to utilize data from temporary flow meters. City shall, upon request, provide Township with copies of all metering and calibration tests/studies performed on any City meters or equipment, and shall notify Township, in writing as provided under this Agreement, of its determination to utilize temporary flow meters as provided under this paragraph. The City shall give Township access to the meters so that the Township can set up their own data telemetry system at Township's expense.

B. Metering. City shall measure wastewater flow and loadings by metering and sampling at Connection Point(s) whenever City, in its discretion, determines that this is necessary, practical and/or economical. Township, upon reasonable notice to City, shall be entitled to jointly inspect the metering equipment maintained by City. City, upon reasonable notice to Township, shall be entitled to jointly inspect the metering equipment maintained by Township. City shall base its operation and maintenance charges on its actual flow and loadings measurements whenever possible and reasonable. In the absence of actual flow and loadings measurements, City shall estimate for billing purposes, using generally accepted engineering judgment, flow(s) and/or strength(s).

C. Sampling.

- (1) City shall have the right, upon verbal notice to Township, to enter the area served by Township at any time to sample Township's wastewater for billing purposes.
- (2) City shall have the right to enter the area serviced by Township at any time for the following purposes:
 - (a) To sample the wastewater of an SIU; or
 - (b) To trace a spill into the wastewater system which is believed to originate in an area served by Township.

In the above instances, City will make a reasonable effort to notify Township in advance.

- (3). Township shall have the right to obtain splits of wastewater samples taken by the City for billing purposes.

D. Township Data to be supplied to City

Township shall make the following data available to the City and shall provide revisions and updates upon request if in possession of such information directly or through Township's agents, consultants or contractors:

Geographic Information Systems data in the form of shapefiles, databases, and/or files compatible with ESRI ArcGIS software to include the following features and attribute data:

- The points of connection to the City's interceptor; and
- Any I&I studies and the data related thereto; and
- Any other engineering data or information that the City may request related to the terms and conditions of this Agreement.

E. City Data to be Supplied to Township

With regards to the City's points of interconnection with the Township the City shall make available to the Township all data and information specified in paragraph D immediately above.

VIII. PRETREATMENT AGREEMENT

Interjurisdictional Pretreatment Agreement. City and Township shall enter into the contract entitled "Interjurisdictional Pretreatment Agreement" (attached hereto and incorporated herein as Exhibit 2). Township agrees to comply with all of the provisions contained therein including but not limited to adoption of City's most recent Wastewater Control Regulations. Township further agrees to require that any outside jurisdictions which contribute to Township's sewer system also adopt and enforce City's Wastewater Control Regulations.

IX. DISPUTES

A. Arbitration of Disputes. In the event of a dispute between the Parties concerning terms, conditions and covenants of this Agreement or upon the issuance by Township of an Objection Letter or Change Objection Letter, City and Township agree to submit the dispute to an Arbitration Panel. All petitions to compel or stay arbitration shall be filed in the Philadelphia County Court of Common Pleas and both City and Township agree to accept venue therein.

B. The Arbitration Panel shall be composed of three (3) arbitrators, one appointed by City, one by Township, and the third by agreement of the arbitrators selected by City and Township.

(1) The arbitrators representing Township and City shall be named within five (5) days from the request for the appointment of an Arbitration Panel. If after a period of ten (10) days from the date of the appointment, the two (2) arbitrators appointed by City and Township cannot agree on the third arbitrator, then either appointed arbitrator may request the American Arbitration Association or its successor to furnish a list of three (3) members of said Association, who are not residents of either Philadelphia or Montgomery counties, from which the third arbitrator shall be selected.

(2) The arbitrator appointed by Township shall then eliminate one (1) name from the list furnished by the American Arbitration Association within five (5) days after its publication, following which the arbitrator appointed by City shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as Chairman of the Arbitration Panel.

(3) Each of the Parties shall bear the costs of its own arbitrator and shall equally divide the costs of the third arbitrator and all other common costs.

(4) The arbitration proceedings shall commence within thirty (30) days of the selection of the third arbitrator and the arbitrators shall render their determination within thirty (30) days after the final hearing held by the Board of Arbitrators. The decision of such arbitrators shall be final and binding upon the Parties, except in the case of fraud.

(5) Upon mutual agreement of the City and Township, the arbitration may be delayed for a specified period of time in order to allow the Parties additional time for a negotiated

settlement. Any delay in commencement of the arbitration shall last only as long as is agreed to by the Parties.

X. INDEMNIFICATION

A. Township agrees to defend, indemnify and save harmless City from and against any and all claims, actions, causes, suits, demands, losses, interest, penalties and liabilities arising from performance of the terms and conditions of this Agreement by reason of:

- (1) City's inability, due to causes beyond its control, to perform any of the provisions of this Agreement;
- (2) Injury (including death) to persons and damages to property resulting from operations under this Agreement to convey Township's wastewater to the Plant(s), where such injury is due to the negligence of Township or its employees, servants or agents or the inherent nature of their operations;
- (3) EPA or PADEP action of any kind whatsoever, whether direct or indirect, for any work undertaken by Township, its contractors or consultants, necessary and required by this Agreement due to rejection of said work by the EPA or PADEP;
- (4) Any grant fund, or any portion thereof, received by Township and later determined to be ineligible for reimbursement by the appropriate regulator agency or grant auditors.

B. City and Township agree that in the event of EPA or PADEP action or any other governmental regulatory action against City of any kind whatsoever, for activities carried out under this Agreement either by City or Township or their employees, servants or agents, City and Township shall equitably apportion responsibility for payment of any costs, fines, penalties or damages arising from such action. Should the City bill Township pursuant to this paragraph, the City shall inform Township as to the nature of the bill.

C. Township shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the Plant(s), except to the extent that such injuries and damages

are due to the negligence of Township or its employees, servants or agents and where such injuries result in a direct increase to City's operating costs. Township shall be responsible for its proportionate share of those increased costs.

D Nothing set forth in this Agreement shall limit or debar City from resorting to any appropriate remedy in law or equity, or any combination of remedies for non-compliance with this section of the Agreement, however, jurisdiction over disputes regarding to this Article shall first be subject to resolution as provided under Article IX of this Agreement.

E. Nothing contained in this Agreement shall be deemed to confer upon any third person any right against City or Township or to vest in said third person any cause of action against City or Township or to authorize any such third person to institute any suit or suits against City or Township.

XI PAPER RERATES

- (1) If the NEWPCP, or any other POTW servicing flows from the Township, is rerated without any physical expansion paid exclusively by the City, the Township's charges shall be adjusted accordingly to reflect Township's new proportionate share of the rerated facility.
- (2) If City requires contribution by Township to increase the rated capacity of the NEWPCP, or any other plant servicing the Township's flows, Township shall receive an increase in its capacity of wastewater flow to such plant proportionate to its contribution to the physical improvements to the plant which resulted in the increase in plant capacity.

XII. MISCELLANEOUS

A. Inspection and Audit. City and Township agree to maintain complete records and accounts concerning their responsibilities under this Agreement. Both Parties shall at all times have the right to examine and inspect said records and accounts upon thirty (30) days written

notice. If required by any law or regulation, Township shall make said records and accounts immediately available to federal and state authorities.

B. No Transfer of Rights. Township shall not confer, transfer, convey, assign or license to any third party any rights obtained under this Agreement including but not limited to assignment of wastewater treatment capacity without the express prior written consent of City.

C. Ownership, Management and Control of Plant Facilities. City retains sole ownership and control of the NEWPCP and all other wastewater conveyance and treatment facilities in the City and agrees to operate, maintain, repair, and improve its facilities associated with service to Township. City retains the sole and exclusive right to make all managerial and other decisions regarding its wastewater facilities, including but not limited to those decisions regarding operation, maintenance, upkeep, expansion, abandonment or replacement of all or a portion of its wastewater facilities.

D. Successors and Assigns. All the covenants contained in this Agreement shall extend to and bind the respective successors and assigns of the Parties hereto with the same effect as if the words "successors and assigns" had, in each case, been specifically mentioned.

E. Waiver. The failure of either City or Township to insist upon strict performance of this Agreement or of any of the terms or conditions hereof shall not be construed as a waiver of any of its rights herein granted, unless specifically stated in this Agreement.

F. Captions. The captions in this Agreement are for convenience only and are not part of the Agreement. The captions do not in any way define, limit, describe or amplify the provisions of this Agreement or the scope or intent thereof.

G. Entire Agreement. This Agreement and its Exhibits, incorporated herein, represent the entire agreement of the Parties hereto and there are no collateral or oral agreements or understandings. This Agreement may be amended or modified only in writing signed by both City and Township. This Agreement supersedes all previous wastewater agreements between City and Township.

H. Severability. In the event any provision hereof is held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.

I. Notices. All notices, payments and communications required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid and by email communication or delivered by hand delivery with receipt obtained, to the addresses below or at such other addresses as City or Township may designate in writing from time to time:

If intended for City:

Water Commissioner
City of Philadelphia Water Department
1101 Market Street, 5th Floor
Philadelphia, Pennsylvania 19107

If intended for Township:

Township Manager
Cheltenham Township
8230 Old York Road
Elkins Park, PA 19027

J. Withdraw of Appeal

Township shall, upon the signing of this Agreement, withdraw with prejudice its Notice of Appeal filed with the Environmental Hearing Board regarding the Sanitary Flow Diversion Valve (SFDV) installed by the City. The Parties will work together to ensure the proper operation of the SFDV.

[REMAINDER OF THIS PAGE BLANK – SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, The City of Philadelphia has caused this Agreement to be executed by its Water Commissioner, and the Township, acting through its duly authorized officials, has executed this Agreement on behalf of Township, as of the day and year first above written.

CITY OF PHILADELPHIA

By: _____
Bernard Brunwasser
Commissioner, Philadelphia Water Department

Approved as to form:

By: _____
Gerald D. Leatherman
Divisional Deputy City Solicitor

TOWNSHIP OF CHELTENHAM

By: _____
Morton J. Simon Jr. President
Board of Commissioners

Attest:

David G. Kraynik
Township Manager and Secretary

EXHIBIT 1

POINTS OF CONNECTION AND MAXIMUM FLOW RATES
CHELTENHAM TOWNSHIP INTO CITY OF PHILADELPHIA

Maximum Flow (CFS)	Points of Connection
18*	Tookany Creek north of Adams Avenue
2.75	Cheltenham Avenue at Bouvier Street

* In excess of wastewater originating from within the lines of the City Philadelphia which shall have a maximum flow rate not to exceed a total aggregate of eight cubic feet per second (8 cfs).

CITY OF PHILADELPHIA INTO CHELTENHAM TOWNSHIP

City Connection	Maximum Flow	Pipe Size	Points of Connection
1	8 CFS	10"	Cortman Avenue and Burholme Avenue
2		15"	County Line on a Line of St. Vincent Street Extended
3		10"	County Line, North of Longshore Avenue
4		10"	County Line, North of Kerper Street
5		10"	County Line on a Line of Passmore Street
6		10"	County Line on a Line of Devereaux Street
7		10"	County Line on a Line of Comly Road Extended

EXHIBIT 2

**INTERJURISDICTIONAL PRETREATMENT AGREEMENT
BETWEEN
THE CITY OF PHILADELPHIA
AND
CHELTENHAM TOWNSHIP**

RECITAL

Whereas, City owns and operates a wastewater collection and treatment facilities; and

Whereas, Township will be utilizing the City's Wastewater Treatment Services pursuant to the attached Wastewater Service Agreement between City and Township; and

Whereas, City must develop and implement an industrial pretreatment program pursuant to conditions contained in its discharge permits (Permit # PA0026671, PA0026689 and PA0026662) issued by the Pennsylvania Department of Environmental Protection; and

Whereas, Township desires to continue to utilize the Wastewater Treatment Services and recognizes its industrial waste control obligations under 40 CFR § 403 and the City's Wastewater Control Regulations.

In consideration of the following terms and conditions City and Township agree:

1. No later than three (3) months after the effective date of the City's current Wastewater Control Regulations, Township shall adopt and diligently enforce rules and regulations (hereinafter "regulations") substantially identical to the City's current Wastewater Control Regulations. Should the City amend its Wastewater Control Regulations, Township shall adopt and diligently enforce the amendment within three (3) months from the amendment's effective date. Also, Township shall ensure that any outside jurisdictions which contribute to Township's sewer system adopt the regulations and any amendments to the regulations within three (3) months of adoption by the Township.
2. Township shall explicitly incorporate the following provisions into its regulations:

- (a) a provision requiring any Industrial User responsible for any accidental discharge to notify both City and Township immediately;
 - (b) a prohibition on the use of dilution as a control technique for compliance with discharge limits except as allowed by Federal Pretreatment Standards;
 - (c) a grant of authority to impose mass discharge limits in lieu of, or in conjunction with, concentration discharge limits;
 - (d) a prohibition against, and a penalty for, the knowing transmittal of false information by an Industrial User to either City or Township; and
 - (e) a grant of explicit authority to City to require the Industrial User(s) to install monitoring and pretreatment facilities as necessary.
3. City and Township shall periodically, at a minimum of every five (5) years, review their respective regulations and jointly draft and adopt equivalent amendments where necessary to ensure the effective administration and operation of the pretreatment program. Whenever City becomes aware of a problem with the pretreatment program which can be mitigated by a change in regulation, City may draft an amendment which Township must adopt substantially in such form within three (3) months of promulgation by the City. If Township has adopted regulations identical to the City's regulations, then, whenever City amends its regulations, Township shall adopt the identical amendment(s) within three (3) months of adoption by the City.
4. Township shall adopt, as part of its regulations, and enforce specific discharge limits at least as stringent as the specific discharge limits established in City regulations.
5. Township's regulations shall require that categorical pretreatment standards promulgated by the U.S. Environment Protection Agency (EPA) by authority of the Clean Water Act Sections 307(b) and (c) be automatically incorporated by reference into Township's regulations. These standards shall supersede any specific discharge limits in the ordinance which are less stringent than the categorical standards as they apply to the particular industrial subcategory. Township shall notify all affected Industrial Users of pertinent categorical standards and monitoring and reporting requirements contained in 40 CFR 403.12 or included as part of the categorical standards.
6. Township shall adopt in its regulations definitions for "Significant Industrial User," "Industrial User" and "Non-domestic User" which are identical to the definitions adopted

by City. City may make the final determination as to whether a particular industrial user is a Significant Industrial User, Industrial User or Non-domestic User based on information City may request from Township. City shall control, through industrial discharge permits, industrial waste discharges from each Significant Industrial User, Industrial User or Non-domestic User discharging into the sewer.

7. If there exists any Industrial Users discharging to Township's sewer system but located outside the jurisdictional limits of Township, then Township shall within thirty (30) days from the date of the Wastewater Service Agreement notify such jurisdiction of the requirements contained within this Interjurisdictional Pretreatment Agreement ("IP Agreement") and provide the City with copies of such notification. Township shall negotiate and enter into an agreement with this outside jurisdiction within six (6) months from the date of the Wastewater Service Agreement. Such agreement shall be substantially equivalent to this IP Agreement, and shall be jointly executed by Township, City and the outside jurisdiction. The agreement shall specifically state that the outside jurisdiction must also adopt regulations substantially identical to the City's Wastewater Control Regulations and shall adopt all amendments thereto within three (3) months from their effective date. Such agreement shall insure that the City has the same rights, powers and authority to operate its industrial pretreatment program in the outside jurisdiction as it has within the area served by Township. If Township is unable to reach agreement with the outside jurisdiction within six (6) months, then Township shall immediately thereafter take all necessary steps to prevent all discharges from Industrial Users within the outside jurisdiction to Township.
8. Township shall file with City a certified copy of its ordinance, any amendments thereto, and other interjurisdictional agreements. Township shall provide a table to the City cross-referencing sections of its ordinance with the City's Wastewater Control Regulations in order to demonstrate that all provisions contained in the City's Wastewater Control Regulations have been incorporated into Township's ordinance. If requested, Township shall provide City access to and copies of all industrial monitoring reports including 40 CFR §403.12 compliance reports, self-monitoring reports, baseline reports, records of violations and actions taken, and any other monitoring or reporting requirements imposed by federal, state or local regulations. These records and other relevant information shall be maintained for at least six (6) years.

9. Any authorized officer or employee of City may enter and inspect at any reasonable time any part of the sewer system of Township. The right of entry and inspection shall extend to public streets, easements, and property within which the system is located. Additionally, City shall be permitted, as appropriate, to enter onto private property to inspect industrial waste discharges. Township shall provide complete sets of sewer plans and make all necessary legal and administrative arrangements for these inspections. The right of inspection shall include on-site inspection of pretreatment and sewer facilities, observation, measurement, sampling, testing, and access to (with the right to copy) all pertinent compliance records located on the premises of the Industrial User or Non-domestic User.
10. Township and City hereby agree that the City shall implement a pretreatment program within the area served by Township and shall perform in connection therewith technical and administrative activities which may include: 1) updating the industrial waste survey; 2) providing technical services, such as sampling, process chemical analysis, and engineering advice; 3) permitting; 4) compliance monitoring; 5) enforcement; and 6) monitoring hazardous waste disposal practices.
11. City shall review Township's ordinance and amendments thereto, and any interjurisdictional agreements for conformance with 40 CFR Part 403, and to ensure inclusion of all other legal provisions mandated by this IP Agreement. City shall periodically review the enforcement efforts of Township and any other jurisdiction to ascertain whether pretreatment requirements are being diligently enforced.
12. If City determines that Township has failed or has refused to fulfill any pretreatment obligations, including, but not limited to, any obligations contained within this IP Agreement, City may develop and issue a remedial plan containing a description of the nature of the pretreatment deficiencies, an enumeration of steps to be taken by Township, and a time schedule for attaining compliance with all pretreatment requirements. Such plans shall be specifically enforceable in a court of competent jurisdiction. Where Township fails to satisfy the terms of the remedial plan, City may, upon thirty (30) days written notice, refuse to accept any industrial waste discharges from Township.
13. In the event that EPA or PADEP action results in fines, penalties or costs being assessed against City because of industrial or non-domestic waste discharged from Township,

Township and City shall equitably apportion responsibility for payment of such fines, penalties or costs.

14. Where a discharge to the wastewater collection and treatment facilities reasonably appears to present an imminent danger to the health and welfare of persons, or presents or may present an imminent danger to the environment, or threatens to interfere with the operation of the wastewater collection and treatment facilities, City may immediately initiate steps to identify the source of the discharge and to hold or prevent said discharge. City may seek injunctive relief and/or may pursue other self-help remedies against Township, outside jurisdictions, and/or any Industrial User or Non-domestic User contributing to the emergency conditions. Township shall pay to City the cost of such steps specified in reasonable detail and submitted in writing to Township taken to prevent, stop or ameliorate the effects of such discharge.
15. All provisions of this IP Agreement apply only to areas and properties within the Township from which flows, directly or indirectly, enter the City's wastewater collection and treatment facilities. This IP Agreement does not apply to any area or property within the Township from which flows do not enter the City's wastewater collection and treatment facilities.
16. Any disputes arising out of this IP Agreement shall be submitted to binding arbitration performed in accordance with the procedures set forth in the Wastewater Service Agreement between Township and City, as amended.
17. The terms of this IP Agreement may be amended only by written agreement of the parties. In any event, this IP Agreement shall be reviewed and revised, as necessary, at least every five (5) years.
18. This IP Agreement modifies only those provisions of the existing Wastewater Service Agreement between the two parties which conflict with the terms of this IP Agreement.
19. This IP Agreement will remain in effect so long as the Wastewater Service Agreement remains in effect. Termination of the Wastewater Service Agreement shall also result in the termination of this IP Agreement.

IN WITNESS WHEREOF, the City of Philadelphia has caused this Interjurisdictional Pretreatment Agreement to be executed by its Water Commissioner, and President of the Board of Commissioners of Cheltenham Township has executed this Agreement on behalf of Cheltenham Township, as of the Effective Date of the Wastewater Service Agreement.

CITY OF PHILADELPHIA

By: _____
Bernard Brunwasser
Commissioner, Philadelphia Water Department

Approved as to form:

By: _____
Gerald D. Leatherman
Divisional Deputy City Solicitor

CHELtenham TOWNSHIP

By: _____
Morton J. Simon Jr., President
Board of Commissioners

Attest:

David G. Kraynik
Township Manager and Secretary

Exhibit 3

The following eleven (11) pages constitute Exhibit 3.

TABLE A - 15

**UNITS OF WASTEWATER SERVICE
Test Year 2009**

Line No.		(1)	(2)
		Units	Cheltenham
FY 2009 Test Year			
Volume			
1	Sanitary Wastewater	(Mcf)	361,000
2	Infiltration	(Mcf)	<u>9,800</u>
3	Total	(Mcf)	370,800
Suspended Solids			
4	Sanitary Wastewater	(1,000 lbs)	2,996
5	Infiltration	(1,000 lbs)	<u>61</u>
6	Total	(1,000 lbs)	3,057
BOD			
7	Sanitary Wastewater	(1,000 lbs)	2,636
8	Infiltration	(1,000 lbs)	<u>15</u>
9	Total	(1,000 lbs)	2,651
Contract Maximum Units			
Capacity			
10	Sanitary Wastewater	(Mcf/day)	1,793
11	Infiltration	(Mcf/day)	<u>40</u>
12	Total	(Mcf/day)	1,833
Volume			
13	Sanitary Wastewater	(Mcf)	654,370
14	Infiltration	(Mcf)	<u>9,800</u>
15	Total	(Mcf)	664,170
Suspended Solids			
16	Sanitary Wastewater	(1,000 lbs)	5,431
17	Infiltration	(1,000 lbs)	<u>61</u>
18	Total	(1,000 lbs)	5,492
BOD			
19	Sanitary Wastewater	(1,000 lbs)	4,777
20	Infiltration	(1,000 lbs)	<u>15</u>
21	Total	(1,000 lbs)	4,792

Mcf - thousand cubic feet

Mcf/day - thousand cubic feet per day

lbs - pounds

TABLE A - 2

**ALLOCATION OF TEST YEAR INVESTMENT FOR THE
NORTHEAST WATER POLLUTION CONTROL PLANT TO FUNCTIONAL COST COMPONENTS
Test Year 2009**

Line No.	Description	(1)	(2)	(3)	(4)	(5)	(6)
		Total Investment \$1,000	Retail, Abington, Bensalem, Bucks Cty W&SA, & Lower Southampton Capacity \$1,000	Volume \$1,000	Retail, Abington, Bensalem, Bucks Cty W&SA, Cheltenham, Lower Moreland, and Lower Southampton Capacity \$1,000	Suspended Solids \$1,000	BOD \$1,000
NON-WATER POLLUTION ABATEMENT PROGRAM FACILITIES							
1	Primary Sedimentation Basins	4,947		4,947			
2	Pumping Station	1,572			1,572		
3	Aeration Facilities	16,348					16,348
4	Primary Sludge Pumps	1,097				1,097	
5	Scum Ejectors	172				172	
6	Effluent Conduit	9			9		
7	Final Sedimentation Basins	8,604		8,604			
8	Recirculation Pumps	1,549		1,549			
9	Digesters	16,843				12,632	4,211
10	Sludge Dewatering	4,049				3,037	1,012
11	Frankford Grit Chamber	354			354		
12	Chlorination Facilities	5,408			5,408		
13	Aeration Tank No. 1	1,133					1,133
14	Sludge Thickener Building	3,401				1,701	1,700
15	Sludge Transfer Station	874				656	218
16	Subtotal All Above	66,360		15,100	7,343	19,295	24,622
17	Administrative and General Facilities						
18	Administrative and General Plant	46,444					
19	Land	934					
20	Subtotal	47,398		10,785	5,245	13,782	17,586
21	Total Non-Water Pollution Abatement Program Facilities	113,758		25,885	12,588	33,077	42,208
WATER POLLUTION ABATEMENT PROGRAM FACILITIES							
22	New Preliminary Treatment Building	41,398	10,350		31,048		
23	Primary Sedimentation Tanks Modifications	53,264		53,264			
24	Blower Building	16,703					16,703
25	Aeration Tank No. 1	38,944					38,944
26	Chlorination Facilities	21,963			21,963		
27	New Sludge Thickener Building	41,626				20,813	20,813
28	Effluent Conduits	2,312			2,312		
29	New Final Sedimentation Tanks	25,808		25,808			
30	Sludge Digestion System Modifications	34,754				26,066	8,688
31	Composting Facilities	30,280				22,710	7,570
32	Sludge Dewatering	12,596				9,447	3,149
33	Sludge Transfer Station	24,681				18,511	6,170
34	Loading Terminal/Barges	5,524				4,143	1,381
35	Subtotal	349,853	10,350	79,072	55,323	101,690	103,418
36	Admin. and General Facilities	48,036	1,421	10,857	7,596	13,962	14,200
37	Adjustment for Joint Use Facilities	4,877				3,658	1,219
38	Total Water Pollution Abatement Program Facilities	402,766	11,771	89,929	62,919	119,310	118,837
39							
40	TOTAL NORTHEAST WPC PLANT BOOK COST	516,524	11,771	115,814	75,507	152,387	161,045
41	Less Federal Grants	265,233	7,731	59,068	41,328	78,880	78,226
42	ADJUSTED TOTAL NORTHEAST WPC PLANT INVESTMENT	251,291	4,040	56,746	34,179	73,507	82,819

TABLE A - 5

**TEST YEAR INVESTMENT IN THE WASTEWATER SYSTEM
SUMMARY OF ALLOCATIONS TO FUNCTIONAL COST COMPONENTS
Test Year 2009**

Line No.	Cost Component	Total Direct Investment (a)
		\$
COLLECTION SYSTEM		
1	Sewers - Capacity	1,000,622,000
2	Pumping Stations - Capacity	<u>29,222,000</u>
3	Total Collection System	1,029,844,000
WATER POLLUTION CONTROL PLANTS		
Northeast Plant:		
4	Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, & Lower Southampton - Capacity	4,040,000
5	Volume	56,746,000
6	Capacity	34,179,000
7	Suspended Solids	73,507,000
8	BOD	<u>82,819,000</u>
9	Subtotal	<u>247,251,000</u>
10	Total Northeast Plant	251,291,000
11	Other Plants	<u>288,194,000</u>
12	Total Water Pollution Control Plants	539,485,000
13	Total Investment	1,569,329,000

(a) Includes Administration and General costs.

TABLE A - 16
WATER POLLUTION CONTROL PLANT INVESTMENT PER UNIT OF CAPACITY
Test Year 2009

Line No.	Cost Component	(1) Direct Investment	(2) Units of Capacity	(3) Unit Investment
		\$		\$
1	Northeast Water Pollution Control Plant Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, and Lower Southampton - Capacity	4,040,000	370 mgd = 49,470 Mcf/day	81.6657 /Mcf/day
2	Retail, Abington, Bensalem, Bucks County W&SA, Cheltenham, Lower Moreland, and Lower Southampton Volume	56,746,000	76,650 mg = 10,247,000 Mcf	5.5378 /Mcf
3	Capacity	34,179,000	420 mgd = 56,150 Mcf/day	608.7088 /Mcf/day
4	Suspended Solids	73,507,000	173,240,000 lbs	424.3073 /1,000 lbs
5	BOD	82,819,000	128,491,000 lbs	644.5510 /1,000 lbs
	mg - million gallons			
	mgd - million gallons per day			
	Mcf - thousand cubic feet			
	Mcf/day - thousand cubic feet per day			
	lbs - pounds			

TABLE A - 20

**WASTEWATER SYSTEM INVESTMENT
ALLOCATED TO
CHELTENHAM TOWNSHIP
Test Year 2009**

Line No.	Cost Component	Units	Investment Per Unit	Number of Contract Units	Infiltration/Inflow Capacity Allocation Factor	Allocated Investment	Allocated Investment Rounded
			\$			\$	\$
	Treatment						
	Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, and Lower Southampton						
1	Capacity	Mcf/day		1,833			
	Retail, Abington, Bensalem, Bucks County W&SA, Cheltenham, Lower Moreland, and Lower Southampton						
2	Volume	Mcf	5,5378	664,170		3,678,041	3,678,000
3	Capacity	Mcf/day	608.7088	1,833		1,115,763	1,116,000
4	SS	1,000 lbs	424.3073	5,492		2,330,296	2,330,000
5	BOD	1,000 lbs	644.5510	4,792		3,088,688	3,089,000
6	Total Treatment					10,212,788	10,213,000
	Conveyance						
7	Cheltenham and Tacony Creek	cfs	15,378	18.00	1.02250	283,032	283,000
8	Bouvier Street	cfs	23,315	2.75	1.02250	65,559	66,000
9	Total Conveyance					348,591	349,000
10	Total Allocated System Investment					10,561,379	10,562,000

cfs - cubic feet per second
Mcf - Thousand cubic feet
lbs - pounds

TABLE A - 7

ALLOCATION OF TEST YEAR OPERATION AND MAINTENANCE EXPENSE FOR THE
NORTHEAST WPC PLANT TO FUNCTIONAL COST COMPONENTS
Test Year 2009

Line No.	Description	(1)	(2)	(3)	(4)	(5)	(6)	(7)
		Total Operation & Maintenance Expense	Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, and Lower Southampton	Volume	Capacity	Volume	Capacity	Suspended Solids
		\$	\$	\$	\$	\$	\$	\$
Personal Services:								
1	Raw Wastewater Pumping	651,472		651,472				
2	Preliminary Treatment	1,266,751			899,393	367,358		
3	Primary Sedimentation	511,225			511,225			
4	Aeration	2,112,760						2,112,760
5	Secondary Sedimentation	515,749			515,749			
6	Recirculating Pumping	380,025			380,025			
7	Chlorination	357,405			218,017	139,388		
8	Primary Sludge Pumping	104,055					104,055	
9	Secondary Sludge Thickening	253,350					126,675	126,675
10	Sludge Digestion	1,990,609					1,492,957	497,652
11	Sludge Holding Tanks	144,772					108,579	36,193
12	Sludge Dewatering	366,453					274,840	91,613
13	Grit and Screening Incineration	814,340			545,608	268,732		
14	Scum and Grease Incineration	194,537					194,537	
15	Laboratory	674,093					337,047	337,046
16	Subtotal Personal Services	10,337,596		651,472	3,070,017	775,478	2,638,690	3,201,939
Purchase of Services, Materials, Supplies, and Equipment:								
17	Raw Wastewater Pumping	194,314		194,314				
18	Preliminary Treatment	307,065				307,065		
19	Primary Sedimentation	143,937			143,937			
20	Aeration	215,905						215,905
21	Secondary Sedimentation	165,527			165,527			
22	Recirculating Pumping	62,372			62,372			
23	Chlorination	3,089,455			3,089,455			
24	Primary Sludge Pumping	26,388					26,388	
25	Secondary Sludge Thickening	31,186					15,593	15,593
26	Sludge Digestion	405,421					304,066	101,355
27	Sludge Holding Tanks	57,575					43,181	14,394
28	Sludge Dewatering	45,580					34,185	11,395
29	Grit and Screening Incineration	129,543				129,543		
30	Scum and Grease Incineration	35,984					35,984	
31	Laboratory	278,277					139,139	139,138
32	Subtotal Purchase of Services, Materials, Supplies & Equipment	5,188,529		194,314	3,461,291	436,608	598,536	497,780
33	Subtotal All Above	15,526,125		845,786	6,531,308	1,212,086	3,237,226	3,699,719
Administrative and General:								
34	Personal Services	2,660,176		167,643	790,008	199,554	679,015	823,956
35	Other	431,508		16,160	287,861	36,311	49,778	41,398
36	Subtotal Administration & General	3,091,684		183,803	1,077,869	235,865	728,793	865,354
Power Requirements:								
37	Raw Wastewater Pumping	466,370	396,415	69,955				
38	Preliminary Treatment	3,854			3,276	578		
39	Primary Sedimentation	30,834			26,209	4,625		
40	Aeration	2,555,401						2,555,401
41	Secondary Sedimentation	30,834			26,209	4,625		
42	Recirculating Pumping	107,920			91,732	16,188		
43	Chlorination	7,709			6,553	1,156		
44	Primary Sludge Pumping	3,854					3,854	
45	Secondary Sludge Thickening	289,073					144,537	144,536
46	Sludge Digestion	65,523					49,142	16,381
47	Sludge Dewatering	69,377					52,033	17,344
48	Grit and Screening Incineration	61,669			52,419	9,250		
49	Scum and Grease Incineration	3,854					3,854	
50	Subtotal Power Requirements	3,696,272	396,415	69,955	206,398	36,422	253,420	2,733,662
51	Sludge Disposal	12,671,230					9,503,423	3,167,807
52	Total Northeast WPC Plant Expense	34,985,311	396,415	1,099,544	7,815,575	1,484,373	13,722,862	10,466,542

TABLE A - 11

**TEST YEAR OPERATION AND MAINTENANCE EXPENSE
SUMMARY OF ALLOCATIONS TO FUNCTIONAL COST COMPONENTS
Test Year 2009**

Line No.	Cost Component	(1) Direct Operation & Maintenance Expense \$1,000	(2) Administrative & General Expense \$1,000	(3) Total Operation & Maintenance Expense \$1,000	(4) O&M Expense Deductions Less Interest Income \$1,000	(5) Less Grants \$1,000	(6) Net Operation & Maintenance Expense \$1,000
COLLECTION SYSTEM							
Sewer Maintenance							
1	All Customers - Capacity	21,163	11,545	32,708	227	0	32,481
	Inlet Cleaning						
2	Retail - Storm Capacity	9,495	5,180	14,675	102	0	14,573
	Pumping Stations						
3	Volume	2,562	0	2,562	17	0	2,545
4	Capacity	10,219	5,328	15,547	108	0	15,439
5	Total Collection System	56,220	27,381	83,601	579	0	83,022
WATER POLLUTION CONTROL PLANTS							
Northeast Plant:							
Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland & Lower Southampton							
6	Volume	396	0	396	3	2	391
7	Capacity	1,100	559	1,659	12	7	1,640
Retail, Abington, Bensalem, Bucks County W&SA, Cheltenham, Lower Moreland, and Lower Southampton							
8	Volume	7,816	4,094	11,910	83	51	11,776
9	Capacity	1,484	783	2,267	16	10	2,241
10	Suspended Solids	13,818	7,390	21,208	147	91	20,970
11	BOD	10,467	4,210	14,677	102	63	14,512
12	Other Plants:	43,610	20,803	64,413	449	276	63,688
13	Total Water Pollution Control Plants	78,691	37,839	116,530	812	500	115,218
14	CUSTOMER COSTS	25,870	14,112	39,982	278	0	39,704
15	Total Operation & Maintenance Expense	160,781	79,332	240,113	1,669	500	237,944

TABLE A - 28
UNIT PUMPING AND TREATMENT OPERATION AND MAINTENANCE EXPENSE
APPLICABLE FOR CONTRACT SERVICE
Test Year 2009

Line No.	Cost Component	(1) Net Operating Expense	(2) Projected TY Units of Service	(3) Unit Operating Expense	\$/Unit
WATER POLLUTION CONTROL PLANTS					
	Northeast Water Pollution Control Plant				
	Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, and Lower Southampton				
1	Volume	391,000	6,499,000 Mcf		0.0602
2	Capacity	1,640,000	39,280 Mcf/day		41.7515
	Retail, Abington, Bensalem, Bucks County W&SA, Cheltenham, Lower Moreland, and Lower Southampton				
3	Volume	11,776,000	8,783,000 Mcf		1.3408
4	Capacity	2,241,000	53,084 Mcf/day		42.2161
5	Suspended Solids	20,970,000	115,646 1,000 lbs		181.3292
6	BOD	14,512,000	78,503 1,000 lbs		184.8592

Mcf - thousand cubic feet
Mcf/day - thousand cubic feet per day
lbs - pounds

TABLE A - 32
OPERATING EXPENSE
ALLOCATED TO
CHELTENHAM TOWNSHIP
Test Year 2009

Line No.	Cost Component	(1) Allocated Investment \$		(2) Test Yr. No. of Units		(3) Allocated Operating Expense \$
Collection System:						
1	Sewer Maintenance (a)	349,000	x	3.20%		11,168
		<u>Operating Expense Per Unit</u>		<u>Test Yr. No. of Units</u>		
NE Treatment Plants: Retail, Abington, Bensalem, Bucks County W&SA, Lower Moreland, and Lower Southampton						
11	Volume	NA	\$/Mcf	370,800	Mcf	0
12	Capacity	NA	\$/Mcf/day	1,833	Mcf/day	0
Retail, Abington, Bensalem, Bucks County W&SA, Cheltenham, Lower Moreland, and Lower Southampton						
13	Volume	1.3408	\$/Mcf	370,800	Mcf	497,169
14	Capacity	42.2161	\$/Mcf/day	1,833	Mcf/day	77,382
15	Suspended Solids	181.3292	\$/1,000 lbs	3,057	1,000 lbs	554,323
16	BOD	184.8592	\$/1,000 lbs	2,651	1,000 lbs	490,062
17	Customer Costs					<u>33,700</u>
18	Total					1,663,804
19	Total - Rounded					1,664,000

Mcf - Thousand cubic feet
lbs - pounds

(a) Based on investment in sewers serving Cheltenham.

TABLE A - 40

**SUMMARY OF ALLOCATED COST OF SERVICE
Test Year 2009**

<u>Customer</u>	(1) <u>Allocated Investment</u>	(2) <u>Allocated Depreciable Investment</u>	(3) <u>O&M Expense</u>	(4) <u>Depreciation Expense</u>	(5) <u>Return on Investment</u>	(6) <u>Allocated Cost of Service</u>
Cheltenham	\$ 10,562,000	\$ 10,522,000	\$ 1,664,000	\$ 261,000	\$ 792,000	\$ 2,717,000

TABLE A - 49
SUMMARY OF TEST YEAR CHARGES
Test Year 2009

Customer	(1)	(2)	(3)	(4)	(5)
	Annual Lump Sum	Volume	Capacity (a)	Suspended Solids	BOD
	\$	\$/Mcf	\$/cfs	\$/1,000 lbs	\$/1,000 lbs
Cheltenham	1,098,000	1.3892	3,731	184.9134	185.9625

Mcf - Thousand cubic feet
cfs - cubic feet per second
lbs - pounds

(a) Annual Cost.