

April 21, 2009
Curtis Hall

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

1. President Greenwald 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 March 17, 2009, 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 March, 2009, upon motion of Mr. Simon, 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 March, 2009, upon motion of Mr. Simon, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

5. Upon motion of Mr. Swavola, the Board of Commissioners unanimously awarded a contract for Furnishing Bituminous Materials, F.O.B. Plant to Highway Materials, Inc., Blue Bell, PA 19422

Item No. 1 – Approx. 125 Tons Base Course	\$37.00/TN	\$ 4,625.00
Item No. 2 – Approx. 250 Tons Wearing Course	\$42.40/TN	\$10,600.00
Item No. 3 – Approx. 25 Tons FJ-1	\$49.00/TN	\$ 1,225.00

and to: Glasgow, Inc., Glenside, PA 19038

Item No. 4 – Approx. 25 Tons Cold Patch	\$80.00/TN	\$ 2,000.00
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being the lowest responsible bidders meeting Township specifications and being within budgetary limitations.

6. Upon motion of Mr. Swavola, the Board of Commissioners unanimously awarded Contracts for Furnishing Equipment at an Hourly Rental Rate to the following contractors:

Glasgow, Inc., Glenside, PA 19038

<u>GENERAL EQUIPMENT</u>		<u>TIME/HR.</u>	<u>O.T./HR.</u>	<u>HOL./HR.</u>
20 TON TRUCK CRANE	@	\$ 269.00	\$ 352.00	\$ 435.00
10 TON, 3 C.Y. CRAWLER CRANE	@	\$ 266.00	\$ 349.00	\$ 432.00
20 TON CRAWLER CRANE	@	\$ 266.00	\$ 349.00	\$ 432.00
GRADALL	@	\$ 202.00	\$ 251.00	\$ 300.00
ROAD GRADER (MOTOR PATROL)	@	\$ 151.00	\$ 196.00	\$ 241.00
TRI-AXLE TRUCK	@	\$ 100.00	\$ 124.00	\$ 148.00
CAT-977	@	\$ 188.00	\$ 233.00	\$ 278.00
CAT-926, RUBBER TIRE, 1 1/2 C.Y. BUCKET	@	\$ 150.00	\$ 195.00	\$ 240.00
BOBCAT LOADER	@	\$ 122.00	\$ 167.00	\$ 212.00
BOBCAT LOADER WITH MILLING ATTACHMENT	@	\$ 159.00	\$ 204.00	\$ 249.00
D7 TRACK DOZER	@	\$ 202.00	\$ 247.00	\$ 292.00
ROADWAY MILLING MACHINE, MAX 18" MILLING WIDTH	@	\$ 159.00	\$ 204.00	\$ 249.00
BACKHOE WITH EXTENDA BOOM	@	\$ 136.00	\$ 181.00	\$ 226.00
BACKHOE WITH STANDARD BOOM	@	\$ 127.00	\$ 172.00	\$ 217.00
<u>SNOW REMOVAL EQUIPMENT</u>				
TRI-AXLE TRUCK WITH SNOW PLOW	@	\$ No Bid	\$ No Bid	\$ No Bid
ROAD GRADER, MODEL 12	@	\$ 213.00	\$ 258.00	\$ 303.00
ROAD GRADER, MODEL 14	@	\$ 251.00	\$ 296.00	\$ 341.00
RUBBER TIRE LOADER, # 966 2-1/2 TO 3 C.Y. BUCKET	@	\$ 199.00	\$ 244.00	\$ 289.00

5 CUBIC YARD DUMP TRUCK, WITH SNOW PLOW	@	\$ No Bid	\$ No Bid	\$ No Bid
5 CUBIC YARD MIN. DUMP TRUCK WITH SALT/CINDER SPREADER	@	\$ No Bid	\$ No Bid	\$ No Bid
DUMP TRUCK, TRI-AXLE. MIN. 17 CUBIC YARD CAPACITY WITH TAILGATE SALT SPREADER	@	\$ No Bid	\$ No Bid	\$ No Bid
BACKHOE – STANDARD (Case 580) (EXCLUDES ALL FEDERAL EXCISE AND STATE SALES TAXES)	@	\$ 170.00	\$ 215.00	\$ 260.00

Reilly Sweeping, Inc., Fairless Hills, PA 19030

<u>GENERAL EQUIPMENT</u>		<u>TIME/HR.</u>	<u>O.T./HR.</u>	<u>HOL./HR.</u>
HIGHWAY STREET SWEEPER (EXCLUDES ALL FEDERAL EXCISE AND STATE SALES TAXES)	@	\$ 115.00	\$ 135.00	\$ 150.00

being the lowest responsible bidders meeting Township specifications and being within budgetary limitations. This contract is on an “as needed” basis.

7. Upon motion of Mr. Swavola, the Board of Commissioners unanimously concurred with the Montgomery County Consortium Contract Award made by the Upper Merion Township Board of Supervisors for Furnishing Vehicle Fuel from March 15, 2009 through March 14, 2010, to Sunoco Inc., Aston, PA for Diesel Fuel and to Mansfield Oil Company, Gainesville, GA for Unleaded 87 Octane and Premium 93 Octane gasoline. These prices are in addition to the weekly OPIS index price per gallon.

8. Upon motion of Mr. Swavola, the Board of Commissioners unanimously approved a revised 2009 Liquid Fuels Budget (*see attached*).

9. Mr. Swavola reported that the Public Works Committee meeting of April 14, 2009 was held at the Little Theater at Cheltenham High School, and SEPTA and the Wyncote neighbors in the vicinity of the Wyncote/Jenkintown Train Station gave excellent PowerPoint presentations regarding the proposed SEPTA garage at that station. Also at that meeting, Diane Williams of LaMott expressed opinion about work done at her home under the Township’s LaMott Homeowner Housing Rehabilitation program. Mr. Swavola noted that both PowerPoint

presentations and a letter submitted by Ms. Williams are attached to the Public Works meeting minutes.

10. Upon motion of Mr. Swavola, and unanimously approved by the Board of Commissioners, the Public Works Committee Regular Meeting Minutes dated April 14, 2009, were accepted.

11. Upon motion of Mr. Simon, the Board of Commissioners unanimously adopted **Ordinance No. 2181-09** changing the composition of the Library Board, eliminating the requirement that one member be from the School Board and increasing the number of public-at-large members from one to two.

**CHELTENHAM TOWNSHIP
ORDINANCE NO. 2181-09**

**AN ORDINANCE TO AMEND THE CODE OF THE TOWNSHIP OF
CHELTENHAM BY AMENDING CHAPTER 9 THEREOF, ENTITLED
ADVISORY BOARDS AND COMMITTEES, SECTION 9-2 LIBRARY BOARD.**

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

SECTION 1. Section 9-2 shall be deleted in its entirety and in its place a new Section 9-2 shall be added as follows:

Section 9-2. Library Board.

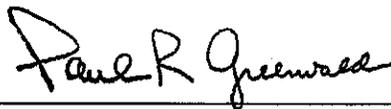
There shall be a Library Board consisting of seven members. One of said members shall be the President or designee of the Glenside Library; one of said members shall be the President or designee of the Elkins Park Library; one of said members shall be the President or designee of the East Cheltenham Library; one of said members shall be the President or designee of the La Mott Library; one of said members shall be a Township Commissioner or alternate appointed by the Commissioners' President; and two of said members shall be from the public at large. The term of office of members, their organizations, powers and duties shall be as set forth in §§ 5-55B and C of Chapter 5, Administration of Government of the Code of the Township of Cheltenham.

SECTION 2. Effective Date. This ordinance shall take effect and be in force from and after its approval as required by law.

SECTION 3. In all other aspects Chapter 9 of the Code of the Township of Cheltenham shall continue in full force and effect.

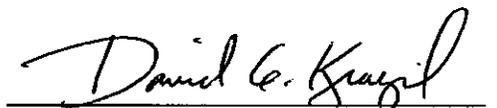
ENACTED into an Ordinance this **21st day of April, A.D., 2009.**

TOWNSHIP OF CHELTENHAM



Paul R. Greenwald, President
Board of Commissioners

ATTEST



David G. Kraynik, Secretary/Manager
(SEAL)

12. Mr. Simon noted that at the April 7, 2009 Public Affairs Committee meeting, the adoption of a Resolution authorizing a grant application for Phase II exterior work at the Cheltenham Art Center was recommended to the Board. Mr. Simon stated that the funding source, the Pennsylvania Historical and Museum Commission, does not have funding available.

13. Upon motion of Mr. Simon, and unanimously approved by the Board of Commissioners, the Public Affairs Committee Regular Meeting Minutes dated April 7, 2009, were accepted.

14. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Ordinance No. 2182-09** amending Chapter 285 thereof, entitled "Vehicles and Traffic".

**CHELTENHAM TOWNSHIP
ORDINANCE NO. 2182-09**

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

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

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

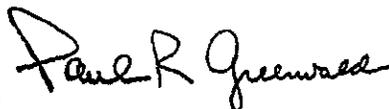
SPRING AVENUE (17) NO PARKING, south side, Elkins Avenue to \
40 feet west.

SECTION 2. That in all other respects Chapter 285 of the Code of the Township of Cheltenham is hereby approved and accepted as amended, and shall continue in full force and effect.

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

ENACTED into an Ordinance this **21st day of April, A.D., 2009.**

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



Paul R. Greenwald, President

ATTEST



David G. Kraynik, Secretary/Manager

(SEAL)

15. Upon motion of Mr. Portner, the Board of Commissioners unanimously approved an increase in EMS Trip Sheet Fees from \$15 to \$25.

16. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Resolution No. 20-09** honoring John F. Washington, Sr. for his contributions to the Ogontz Fire Company. Said Resolution was presented as a surprise to Mr. Washington at the Fire Company's banquet on April 4, 2009.

CHELTENHAM TOWNSHIP
Resolution No. 20-09

of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with immense appreciation, admiration and respect, salutes **JACK WASHINGTON, Sr.**, of 371 E. Church Road in Elkins Park, for his 50 years of dedicated volunteer service with the Ogontz Fire Company; and

Whereas, The only Ogontz Fire Company member to hold every position in both the firefighting crew – Chief, Deputy Chief, Captain, Lieutenant and Engineer – and the administration – President, Vice President, Trustee, Secretary and Treasurer, **JACK WASHINGTON, Sr.**, first joined the company in October 1959. He has earned the Highest Crew Points Award for the most activity 11 times and was honored with the Adrian O’Boyle Award for dedicated service in 1980; and

Whereas, **JACK WASHINGTON, Sr.**, started a firefighter dynasty since his three sons also have 75 years of combined service to the company. While all volunteer firefighters command the utmost respect from the community for their many self-less hours of training and for risking their own lives to protect the welfare of others, **JACK WASHINGTON, Sr.**, warrants special recognition for his outstanding leadership and the extraordinary longevity of his commitment.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Seventeenth Day of March, A.D., 2009, does hereby officially honor **JACK WASHINGTON, Sr.**, for his distinguished service and dedication to the Ogontz Fire Company and the overall Cheltenham Township community for 50 years and applauds his continuing contributions. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be conveyed to Mr. Washington at the Ogontz Fire Company Banquet on April 4, 2009.

IN WITNESS WHEREOF, I, PAUL R. GREENWALD, 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 tenth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Paul R. Greenwald

By: _____
President

Morton J. Swinn J.

By: _____
Vice President

Michael J. Swannick

By: _____
Commissioner

Jeffrey A. Muldrew

By: _____
Commissioner

David G. Kravitz

Attest: _____
Township Manager and Secretary

Hanny Portin

By: _____
Commissioner

Charles D. McKeown

By: _____
Commissioner

Sam Staley

By: _____
Commissioner

17. Mr. Portner noted the increasing problem of auto thefts due mostly to unlocked vehicles parked on streets and in driveways that was reported by the Police Chief at the Public Safety Committee meeting. On a recent Sunday, there were seven (7) auto break-ins due to unlocked cars. The Police Department is doing its best to educate residents about locking their cars.

Mr. Portner asked that residents be more cognizant and less naive. Mr. Simon noted a recent auto break-in in his area where there were two unlocked cars in the driveway, and the owner was surprised that it happened on his property. Mr. Greenwood likened an unlocked auto to an unlocked home.

18. Upon motion of Mr. Portner, and unanimously approved by the Board of Commissioners, the Public Safety Committee Regular Meeting Minutes dated April 7, 2009, were accepted.

19. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the scheduling of a **Public Hearing** on May 26, 2009 to hear any and all comments from the public regarding the adoption of a proposed Ordinance to add certain clarifying provisions regarding enforcement of the Subdivision Code (see attached).

20. Upon motion of Mr. Simon, and unanimously approved by the Board of Commissioners, the Building and Zoning Committee Regular Meeting Minutes dated April 7, 2009, were accepted.

21. Upon motion of Mr. Portner, the Board of Commissioners adopted **Resolution No. 21-09** authorizing a grant application for Curtis Arboretum (Ayes: Greenwald, Muldawer, Portner, Simon, Swavola; Nays: Sharkey).

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 21-09**

**AUTHORIZING THE FILING OF A GRANT
APPLICATION FOR THE FY 2009 COMMUNITY CONSERVATION
PARTNERSHIPS PROGRAM ADMINISTERED BY THE PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

WHEREAS, the Township of Cheltenham is desirous of preparing a Conservation Landscape Management Plan for the entire 48.0 acres of passive and active open space known as the municipally-owned Curtis Arboretum, located at 1250 West Church Road near the intersection of Greenwood Avenue in Wyncote, Pennsylvania; and

WHEREAS, the Township of Cheltenham desires to apply to the Pennsylvania Department of Conservation and Natural Resources (“Department”) for a 50/50 matching planning and technical assistance grant for the purpose of preparing this Conservation Landscape Management Plan which is estimated to cost a total of \$40,000; and

WHEREAS, the general public, including the Cheltenham Township Environmental Advisory Council and Historical Commission and the Tookany/Tacony-Frankford Watershed Partnership, all had the opportunity to comment on the proposed application; and

WHEREAS, the Township of Cheltenham understands that the contents of the document entitled “Terms and Conditions of Grant,” including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the Township and the Department if the Township is awarded a grant; and

WHEREAS, the Township of Cheltenham understands that, by signing the “Signature Page for Grant Application and Grant Agreement” and submitting it to the Department as part of the grant application, the applicant agrees to the terms and conditions of the grant and will be bound by the Grant Agreement if the Department awards a grant;

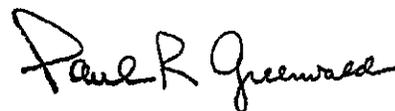
WHEREAS, the Cheltenham Township Board of Commissioners have committed to fund through a combination of other grant sources, in-kind services, and local funds, for the necessary fifty (50%) percent match of the total project cost estimate documented in Exhibit “A” to pay for the professional consultant services of a qualified environmental planner, landscape architect, land planner ecologist, or other qualified consultant, to help the Township develop the Conservation Landscape Management Plan, in accordance with the Department’s program guidelines for a planning grant.

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, that the Township Administration be authorized to submit a grant application to the Department of Conservation and Natural Resources for FY 2009 funding in the amount of \$20,000 to match the total project cost described herein, and furthermore that

1. The official with the title of Township Manager or his designee be authorized to sign the "Signature Page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto on behalf of the Township of Cheltenham, in accordance with the provisions of the Cheltenham Township Home Rule Charter, enacted November 2, 1976.
2. If this official signed the "Signature Page for the Grant Application and Grant Agreement," prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
3. If the Township of Cheltenham is awarded a grant, the "Signature Page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto, signed by the above official, will become the grantee's executed signature page for the Grant Agreement, and the grantee will be bound by the Grant Agreement.

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 meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania 19095 on April 21, 2009.

TOWNSHIP OF CHELTENHAM



Paul R. Greenwald, President
Board of Commissioners

ATTEST



David G. Kraynik, Secretary/Manager

(SEAL)

EXHIBIT "A"

FY 2009

Pennsylvania Department of Conservation and Natural Resources Keystone Recreation Park and Conservation Fund

PLANNER'S COST ESTIMATE BY NAM PLANNING AND DESIGN, LLC.

For preparation of a Conservation Landscape Management Plan for the
entire 48.0 acres known as Curtis Arboretum

Cheltenham Township, Montgomery County, PA

I	Professional Consultant Services	\$40,000
	<u>Conservation Landscape Management elements consisting of:</u>	
	Public Participation	
	Background Data Collection	
	Inventory and Analysis of Existing Landscape Features	
	Needs Assessment	
	Establishment of Priorities for long-term management and preservation of environment aspects, natural areas and historic landscapes.	
	Identification of Critical habitat areas	
	Site Analysis and Design concepts with Implementation Strategies (include cost of any survey data required)	
	CAD mapping of sensitive environmental areas and habitat areas and historic landscapes	
	Operating Costs and Revenue Resources	
	Work to include a written, bound report with electronic/digital copy	
	TOTAL	\$40,000
	TOWNSHIP MATCH (2009 Capital Budget) \$20,000	2009 DCNR GRANT REQUEST (Proposed) \$20,000

22. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Resolution No. 22-09** authorizing a grant application for High School Park.

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 22-09**

**AUTHORIZING THE FILING OF A GRANT
APPLICATION FOR THE FY 2009 KEYSTONE RECREATION PARK AND
CONSERVATION FUND ADMINISTERED BY THE PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

WHEREAS, the Township of Cheltenham is desirous of seeking State funding to undertake a park development and restoration project totaling \$386,196 to enhance the Meadow Community at High School Park based on the High School Park and Ogontz Park Master Plan for Ecological Restoration, adopted by the Board of Commissioners on March 17, 2009; and

WHEREAS, the general public, including community stakeholders, representatives and members of the Tookany-Tacony/Frankford Watershed Partnership, the Tookany Creek Watershed Steering Committee, the Friends of High School Park and the Cheltenham Township Environmental Advisory Council, all had the opportunity to comment on the proposed project; and

WHEREAS, the Township of Cheltenham understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the Township and the Department if the Township is awarded a grant; and

WHEREAS, the Township of Cheltenham understands that, by signing the "Signature Page for Grant Application and Grant Agreement" and submitting it to the Department as part of the grant application, the applicant agrees to the terms and conditions of the grant and will be bound by the Grant Agreement if the Department awards a grant; and

WHEREAS, the Cheltenham Township Board of Commissioners have committed to fund this project through a combination of other grant sources and local funds, in order to make up the necessary fifty (50%) percent match of the total project cost, based on the attached Project Consultant's Cost Estimate (Exhibit A).

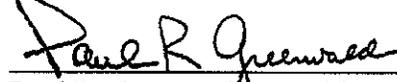
NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, that the Township Administration be authorized to submit a grant application to the Department of Conservation and Natural Resources for FY 2009 funding in the amount of \$150,000 for the project described herein, and furthermore that:

1. The official with the title of Township Manager or his designee be authorized to sign the "Signature Page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto on behalf of the Township of Cheltenham, in accordance with the provisions of the Cheltenham Township Home Rule Charter, enacted November 2, 1976.

4. If this official signed the "Signature Page for the Grant Application and Grant Agreement," prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
5. If the Township of Cheltenham is awarded a grant, the "Signature page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto, signed by the above official, will become the grantee's executed signature page for the Grant Agreement, and the grantee will be bound by the Grant Agreement.

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 meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania 19095 on April 21, 2009.

TOWNSHIP OF CHELTENHAM



Paul R. Greenwald, President
Board of Commissioners

ATTEST



David G. Kraynik, Secretary/Manager
(SEAL)

23. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Resolution No. 23-09** authorizing a grant application for Wall Park.

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 23-09**

**AUTHORIZING THE FILING OF A GRANT
APPLICATION FOR THE FY 2009 KEYSTONE RECREATION PARK AND
CONSERVATION FUND ADMINISTERED BY THE PENNSYLVANIA
DEPARTMENT OF CONSERVATION AND NATURAL RESOURCES**

WHEREAS, the Township of Cheltenham is desirous of seeking State funding to undertake a park development and enhancement project totaling \$620,855 at the municipally-owned Richard Wall Park, based on the Wall Park Master Plan, adopted by the Board of Commissioners on June 27, 2006; and

WHEREAS, the general public, including community stakeholders, representatives and members of the Tookany-Tacony/Frankford Watershed Partnership, the Tookany Creek Watershed Steering Committee, and the Cheltenham Township Environmental Advisory Council, all had the opportunity to comment on the proposed project; and

WHEREAS, the Township of Cheltenham understands that the contents of the document entitled "Terms and Conditions of Grant," including appendices referred to therein, will become the terms and conditions of a Grant Agreement between the Township and the Department if the Township is awarded a grant; and

WHEREAS, the Township of Cheltenham understands that, by signing the "Signature Page for Grant Application and Grant Agreement" and submitting it to the Department as part of the grant application, the applicant agrees to the terms and conditions of the grant and will be bound by the Grant Agreement if the Department awards a grant; and

WHEREAS, the Cheltenham Township Board of Commissioners have committed to fund this project through a combination of other grant sources and local funds, in order to make up the necessary fifty (50%) percent match of the total project cost, based on the attached Project Consultant's Cost Estimate (Exhibit A).

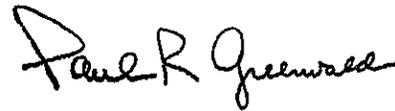
NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, that the Township Administration be authorized to submit a grant application to the Department of Conservation and Natural Resources for FY 2009 funding in the amount of \$150,000 for the project described herein, and furthermore that:

1. The official with the title of Township Manager or his designee be authorized to sign the "Signature Page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto on behalf of the Township of Cheltenham, in accordance with the provisions of the Cheltenham Township Home Rule Charter, enacted November 2, 1976.

6. If this official signed the "Signature Page for the Grant Application and Grant Agreement," prior to the passage of this Resolution, this grant of authority applies retroactively to the date of signing.
7. If the Township of Cheltenham is awarded a grant, the "Signature page for Grant Application and Grant Agreement," including any amendments made a part thereof and attached hereto, signed by the above official, will become the grantee's executed signature page for the Grant Agreement, and the grantee will be bound by the Grant Agreement.

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 meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania 19095 on April 21, 2009.

TOWNSHIP OF CHELTENHAM



Paul R. Greenwald, President
Board of Commissioners

ATTEST



David G. Kraynik, Secretary/Manager

(SEAL)

EXHIBIT "A"

FY 2009

Pennsylvania Department of Conservation and Natural Resources Keystone Recreation Park and Conservation Fund

PROJECT CONSULTANT COST ESTIMATE BY MICHAEL BAKER, JR., INC.

Opinion of Probable Construction Cost for Wall Park Development Project

Cheltenham Township, Montgomery County, PA

I.	Demolition/Site Preparation	\$ 34,200.
II.	Erosion Control Measure	\$ 30,862.
III.	Site Grading, Stabilization and Seeding	\$ 37,506.
IV.	Trail Surface	\$ 56,350.
V.	Landscaping	\$ 29,400.
VI.	Rest Area/Pavilions	\$ 55,000.
VII.	Pedestrian Road Crossing (6) and Trail Signage	\$ 42,631.
VIII.	Miscellaneous: Traffic Control Devices & Protective Ornamental Fencing	\$ 64,750.
IX.	Irrigation of Soccer Fields	\$ 50,000.
X.	Bleachers	\$ 20,000.
XI.	Pedestrian Bridge Replacement to Skating Rink Property with sewer line Re-attachment	\$100,000.
XII.	Professional Consultant Services (Design, Bidding and and Construction Management	<u>\$100,000.</u>
	PROJECT TOTAL	\$620,855

TOWNSHIP MATCH
(2009 Capital Budget)
\$170,855.

2009 DCNR Grant Request
(Proposed)
\$150,000

Other Pending Grants
\$300,000.

24. Upon motion of Mr. Portner, and unanimously approved by the Board of Commissioners, the Parks and Recreation Committee Regular Meeting Minutes dated April 14, 2009, were accepted.

25. Mr. Portner introduced Abington Township Commissioner and Moore-Triplett American Legion Post Commander Wayne C. Luker and William Chambres, Westbrook-RockHill Foundation President and Historian Laureate of LaMott, who presented awards and checks to the winners of the 2009 National History Day contest with a theme “The Individual in History”, which was sponsored by the Moore-Triplett American Legion Post #45 and the Westbrook-RockHill Foundation. Mr. Luker stated that the judges of the contest included author and educator James Paradis; author, columnist and educator Donald Scott; and retired Howard University professor Dr. William L. West. History Teacher Lisa Marlowe, Cheltenham School District was present. She helped to coordinate the project.

The winners were: First Place Winner: Adam Correira, \$1,000; Second Place: Jackie Shore, \$500; Third Place: Lindsay Norward, \$250.

26. **UNDER NEW BUSINESS:**

a. In accordance with the Code of the Township of Cheltenham and Article XIII, Section 1302, of the Home Rule Charter, the President of the Board presented a new appointment to a citizens committee for the advice and consent of the Board of Commissioners as follows:

Economic Development Task Force
Denise Marshall

Term Expiration
January 1, 2010

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

b. Mr. Bagley advised that as part of the Township's Sanitary Sewer Replacement Project, which is part of SEPTA's Bridge 1012 project, an easement was needed across the Breyer Woods Condominium property. The Condominium Association has executed the documents.

The Board of Commissioners unanimously approved a Deed of Easement with the Breyer Woods Condominium Association; a Construction Conditions Agreement with the Breyer Woods Condominium Association; and a Limited Indemnification Agreement with SEPTA (*see attachments*).

There being no further business, upon motion of Mr. Portner, and unanimously approved by the Board of Commissioners, the meeting was adjourned, and the Board commenced an Executive Session regarding real estate matters and a Collective Bargaining Agreement.



David G. Kraynik
Township Manager

as per Anna Marie Felix

APPROPRIATION BY YEAR

DEPARTMENT NAME: LIQUID FUELS
 COST CENTER: 13

DESCRIPTION	LINE ITEM #	ACTUAL 2007	ACTUAL 2008	BUDGETED 2009
Signs & Markings	200	33,348	46,454	70,000
Maintenance of Streets	201	183,672	213,147	212,135
Snow Removal	202	124,170	42,723	236,000
Construction & Reconstruction of Streets	203	307,560	386,833	400,000
Surface Water Drains	204	0	0	0
Equipment Purchases	206	230	1,074	12,380
Unappropriated	208	0	60,226	56,367
Total Expense		648,980	750,457	986,882

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

ORDINANCE NO. ____-09

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE
TOWNSHIP OF CHELTENHAM TO ADD CERTAIN CLARIFYING
PROVISIONS WITH REGARD TO THE ENFORCEMENT OF THE
SUBDIVISION CODE**

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

SECTION I – Amendment of the Code

Chapter 260 of the Code of the Township of Cheltenham, also known as the Cheltenham Township Subdivision Code of 1974 ("Subdivision Code"), is amended to add the following provisions:

SECTION 260.50. Requirement of Approval and Recording

No construction, demolition or installation of improvements for a land development or a subdivision shall be undertaken on a property prior to approval and recording of a subdivision or land development plan(s) unless expressly provided for in a letter of approval or contingent approval from the Township regarding such plan(s).

SECTION 260.51. Compliance

Except as otherwise set forth in Section 260.52, all construction, demolition and other work on a property that is the subject of a final, approved subdivision or land development plan(s), shall fully comply with all approved and recorded subdivision or land development plan(s).

SECTION 260.52. Compliance with Approved Plans Prior to Recording

If the time for recording of an approved plan(s) is extended in writing by the Township in accordance with the Subdivision Code, all construction, demolition and other work on the property that is the subject of the approved subdivision or land development plan(s), shall fully comply with the approved, final plan(s).

SECTION II – Severability

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

that this Ordinance would have been adopted even if such illegal, invalid or unconstitutional section, sentence, clause, part or provision had not been included herein.

SECTION III – Failure to Enforce not a Waiver

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

SECTION IV – Effective Date

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

SECTION V– Repealer

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

ORDAINED AND ENACTED by the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, this _____ day of _____, 2009.

CHELTENHAM TOWNSHIP

Attest: _____
David G. Kraynik, Secretary

By: _____
**Paul R. Greenwald, President
Board of Commissioners**

Prepared by and Return To:

Joseph M. Bagley, Esquire
Wisler Pearlstine, LLP
Office Court at Walton Point
484 Norristown Road
Suite 100
Blue Bell, PA 19422

Parcel No. See Attached

DEED OF EASEMENT

THIS AGREEMENT is made this 22^d day of April, 2009 between **BREYER WOODS CONDOMINIUM ASSOCIATION**, a Pennsylvania non-profit corporation with an address c/o CAMCO Management, 511 West Chester Pike, Havertown, Pennsylvania 19083 (hereinafter called "GRANTOR") and the **TOWNSHIP OF CHELTENHAM**, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter called "GRANTEE").

WHEREAS, the GRANTOR is the association of unit owners of Breyer Woods, a Condominium, authorized by Section 3301 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. and is responsible for common elements as described in the Restated Declaration of Condominium of Breyer Woods, a Condominium, dated March 1, 2002 and recorded by the Montgomery County Recorder of Deeds in Deed Book 5402 Page 654 etc.; said common elements include, without limitation, a certain tract of land situated in Cheltenham Township, Montgomery County, Pennsylvania, located at or near Red Oak Drive in Cheltenham Township, Montgomery County, Pennsylvania (hereinafter called "Parcel"); the Tax Parcels comprising the tract are attached hereto as Exhibit C; and

WHEREAS, in conjunction with a project of GRANTEE, GRANTEE will have a sanitary sewer line constructed across a portion of the Parcel referred to above (hereinafter "Sewer Line"); and

WHEREAS, said Sewer Line will be operated and maintained by GRANTEE.

NOW, THEREFORE, in consideration of the mutual promises, and intending to be legally bound hereby, the parties hereto covenant and agree as follows.

1. GRANTEE shall pay to GRANTOR, for the right-of-way and easement hereinafter described, the sum of One Dollar (\$1.00), receipt of which GRANTOR hereby acknowledges.

2. GRANTOR hereby grants and conveys to GRANTEE, its successors and assigns, all rights, title and interest in two (2) permanent rights-of-way and easements twenty (20') feet in width on and under the lands hereinafter described, along the route designated on the attached plan and such amended plans as are filed of record, as necessary to lay, install, construct, operate, replace and maintain said Sewer Line and its accessories and appurtenances, together with all rights of ingress, egress and regress in, to, over, upon, through, along and from said land, necessary or convenient for full and complete use by the GRANTEE of the said right, title or interest, right-of-way and easement, and for the exercise of said rights and privileges to lay, construct, replace, renew, repair and maintain said Sewer Line, with accessories and appurtenances, including surface markers and access manholes (if any); to clear and keep cleared all trees, roots, brush and other obstructions from the surface and subsurface to have and to hold the said perpetual right-of-way and easement as specified herein forever (hereinafter "Easement").

3. The said lands along, in and under which the Easement above mentioned are granted and conveyed, are depicted on the plan entitled "Permanent Sanitary Sewer Easements Over Lands of Breyer Woods Condominium Association" dated September 26, 2008, designated therein as Permanent Sanitary Sewer Easements "A" and "B", attached hereto as Exhibit "A", which Exhibit is incorporated herein by reference. Scaled detail plans of Permanent Sanitary Sewer Easements "A" and "B" are collectively attached hereto as Exhibit "B".

4. The said title, right or interest, right-of-way and Easement herein acquired by the GRANTEE for the laying, installation, construction, operation, change, repair, renewal and maintenance, of said Sewer Line, accessories and appurtenances, are defined and limited as follows:

- a. The permanent occupation and use of the Easement area underground as shall be required for the laying, installation, construction, change, repair, renewal, maintenance, joinder, anchorage and support of the Sewer Line, together with accessories and appurtenances thereto as well as for the accommodation of surface markers and access manholes (if any);
- b. The permanent occupation and use of the Easement surface area as shall be required for the laying, installation, construction, operation, change, repair, renewal and maintenance of the sewer line and said manholes and other accessories and appurtenances, including markers;
- c. GRANTEE'S and its contractor's and subcontractor's temporary occupation and use of such surface area as shall be needed for the construction of the Sewer Line and other accessories and appurtenances; the surface area, however, not to exceed ten (10') feet in width on one side of the center line of said Sewer Line and ten (10') feet in width on the other side of the center line of said Sewer Line, as shown on the Plan

attached hereto as Exhibit "A", said area to be entered upon and accessed only along said line of Sewer Line and Easement; and

- d. GRANTEE'S temporary occupation and use of such surface area of the Easement as shall, from time to time in the future be reasonably required for the operation, change, replacement, renewal, repair and maintenance of said Sewer Line and accessories; the surface area, however, not to exceed ten feet (10') in width to either side of the center line of said Sewer Line as shown on the Plan and attached hereto as Exhibit "A", said area to be entered upon and reached only along said line of said Sewer Line and Easement.

5. GRANTEE and its contractors and subcontractors shall also temporarily occupy and use such surface area as shall be needed for the construction of the Sewer Line and other accessories and appurtenances and temporarily occupy such surface area by the contractor of SEPTA, Crossing Construction Company, as more fully set forth in a document entitled "Construction Conditions Agreement" executed contemporaneously herewith, the surface area of which shall not exceed ten (10') feet in width and approximately 1440 linear feet in length in one area, and approximately .47 acres more or less in a second area, as more fully described on the plan entitled "Temporary Construction Easements Over Lands of Breyer Woods Condominium Association" dated September 2, 2008, revision 1 (3-23-09) designated therein as temporary easement areas "A" and "B", which plan is incorporated herein by reference.

6. GRANTEE shall, in connection with the exercise of any rights under the aforesaid, restore the surface area of the Easement to its contour and condition as existed prior to the exercise of any said rights including reseeded and replacement of any trees damaged or removed, tree for tree (not by total caliper inches), but in no event shall any replacement tree planted by GRANTEE exceed 4" dbh. The GRANTEE shall warrant all replacement trees for one (1) year.

7. GRANTOR is to have full use and enjoyment of said Easement except for the purposes granted to said GRANTEE. GRANTOR shall not construct nor permit to be constructed any house, structure or obstructions on or over or that will interfere with the construction, maintenance or operation of the Sewer Line or related facilities, and will not change the grade over the Sewer Line. GRANTOR, for itself and its successors and assigns, hereby covenants and agrees that no house, structure or obstruction shall be constructed or permitted on said Easement. Notwithstanding the aforesaid, GRANTOR'S use of said Easement may include walkways, utilities or other conduits or lines whether now existing or hereafter constructed in or crossing the Easement provided that said walkways, utilities or other conduits or lines do not unreasonably interfere with the repair or replacement of the Sewer Line. GRANTEE, in connection with its rights under this Deed of Easement, shall protect walkways, utilities or other conduits or lines now existing or hereafter constructed by GRANTOR within the Easement in compliance with this Paragraph from damage and restore same in the event of damage caused by GRANTEE's repair or replacement of the Sewer Line.

8. GRANTEE agrees to permit GRANTOR to tie into the Sewer Line, if reasonably necessary, at a point deemed appropriate by GRANTEE, subject to GRANTOR obtaining all

proper permits, paying all regular and customary fees and costs in connection therewith, and following all rules, regulations and local ordinances in connection therewith. Any existing connections are hereby permitted, ratified and confirmed without the requirements and conditions set forth in the preceding sentence.

9. The rights and liabilities hereby created shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed the day and year first above written.

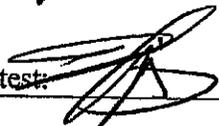
GRANTEE:
Township of Cheltenham

GRANTOR:
Breyer Woods Condominium Association

By: _____
Jeffrey A. Muldawer, President

By:  _____
President

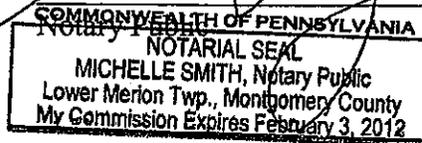
Attest: _____
David G. Kraynik, Secretary

Attest:  _____
Secretary

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF Montgomery : SS

On this, the 20th day of April, 2009, before me, a Notary Public, personally appeared Allan Schneirov, Pres, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they, being authorized to do so executed the foregoing instrument for the purpose therein contained.

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



COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF MONTGOMERY

On this, the _____ day of _____, 2009, before me, a Notary Public, personally appeared _____, known to me (or satisfactorily proven) to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged that he/she/they, being authorized to do so executed the foregoing instrument for the purpose therein contained.

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

Notary Public

EXHIBIT A
PLAN OF PERMANENT SANITARY SEWER EASEMENTS OVER LANDS OF
BREYER WOODS CONDOMINIUM ASSOCIATION DATED SEPTEMBER 26, 2008

PERMANENT SANITARY SEWER EASEMENT "A"
 TWENTY (20) FOOT WIDE, 44 1/2' LINEAR FEET
 CENTERED ON PROPOSED, RESIZED
 SANITARY SEWER, AS SHOWN

DETAIL "A"
 1" = 50'

REPLACEMENT OF JENKINTOWN BRIDGE 10.12
 OVER TOCKANY CREEK
 PERMANENT SANITARY SEWER
 EASEMENTS OVER LANDS OF
 BREYER WOODS CONDOMINIUM
 ASSOCIATION
 SCALE: AS SHOWN
 9-26-08
 CHELSEA TOWNSHIP
 BUILDING AND ZONING DEPARTMENT

PERMANENT SANITARY SEWER EASEMENT "B"
 TWENTY (20) FOOT WIDE, 150' 7/8' LINEAR
 FEET, CENTERED ON EXISTING SANITARY
 SEWER, AS SHOWN

SEE DETAIL "A"

SEPTA BRIDGE 10.12

SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY

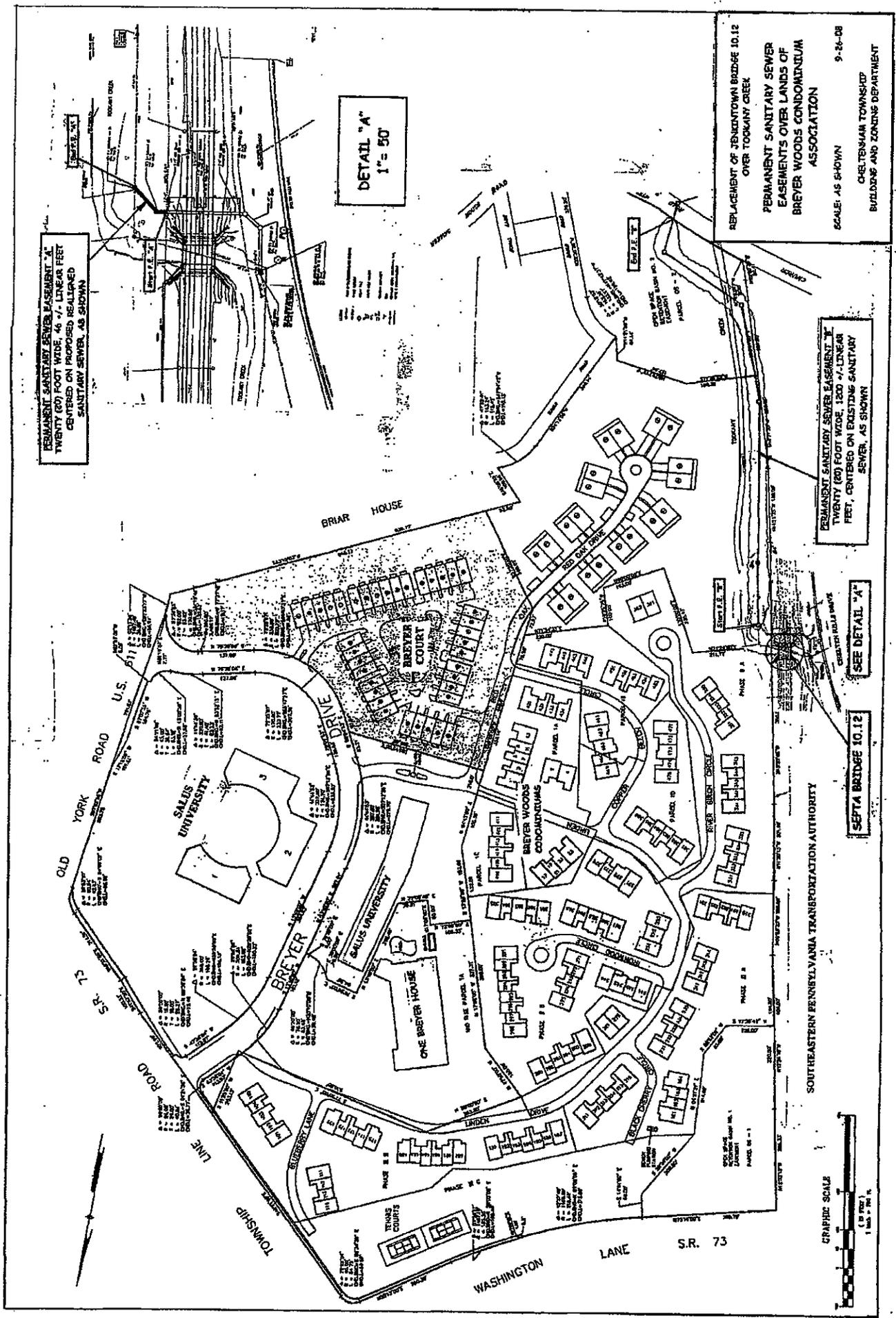


EXHIBIT B
SCALED DETAIL PLANS OF PERMANENT SANITARY SEWER EASEMENTS "A"
AND "B"

PERMANENT SANITARY SEWER EASEMENT "A"
TWENTY (20) FOOT WIDE, 46 +/- LINEAR FEET
CENTERED ON PROPOSED REALIGNED
SANITARY SEWER, AS SHOWN

End P.E. "A"

Start P.E. "A"

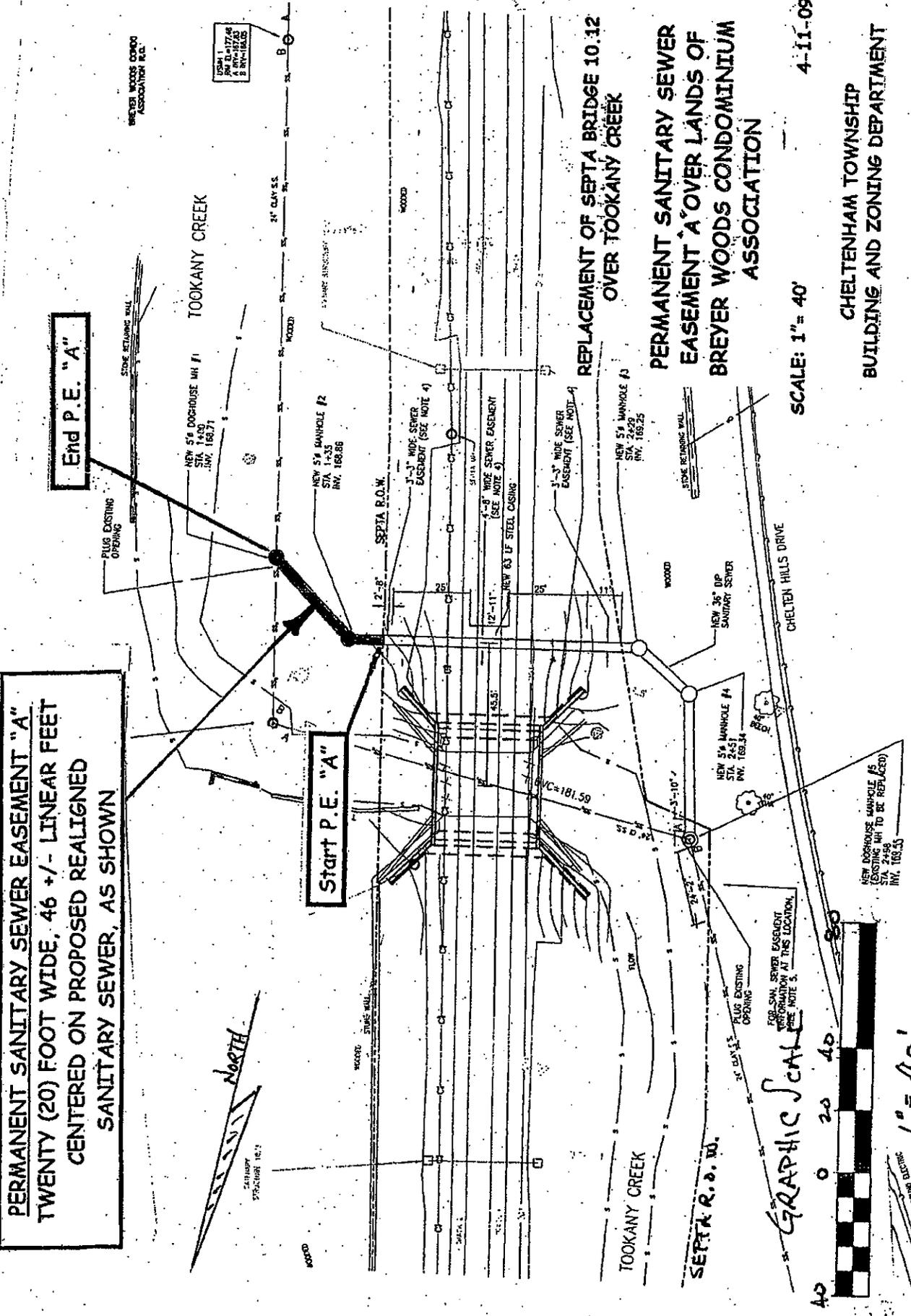
REPLACEMENT OF SEPTA BRIDGE 10.12
OVER TOOKANY CREEK

PERMANENT SANITARY SEWER
EASEMENT "A" OVER LANDS OF
BREYER WOODS CONDOMINIUM
ASSOCIATION

SCALE: 1" = 40'

4-11-09

CHELtenham TOWNSHIP
BUILDING AND ZONING DEPARTMENT



PERIMETER FENCE PLAN

Point A to Point B

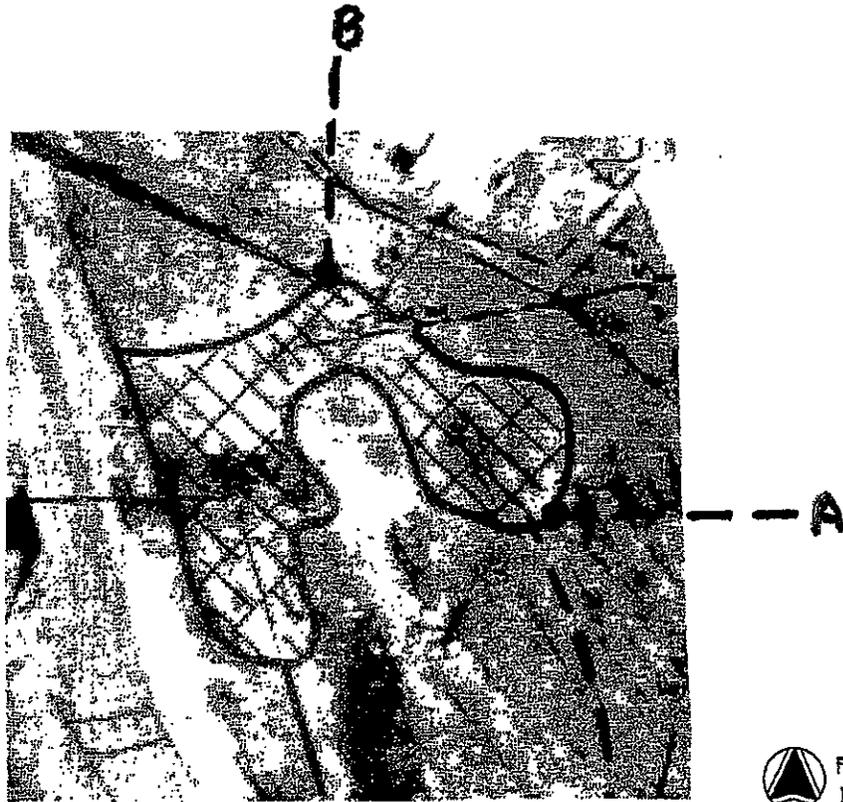


EXHIBIT "A"

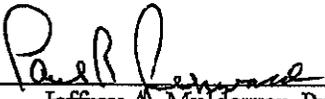
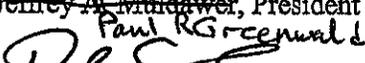
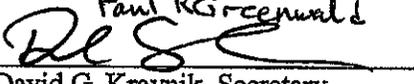
removed shall be replaced in kind or with a species reasonably acceptable to the ASSOCIATION.

13. TOWNSHIP shall install a permanent locking vehicle gate at the entrance to the access road portion of the Temporary Easement with keys to be retained by the TOWNSHIP and ASSOCIATION. The gate shall be kept locked at all times, except when authorized TOWNSHIP workmen, TOWNSHIP contractors' workmen or ASSOCIATION personnel are actually present.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

TOWNSHIP OF CHELTENHAM

BREYER WOODS CONDOMINIUM
ASSOCIATION

By: 
Jeffrey A. Mindawer, President

Paul R. Groenwald
Attest: 
David G. Kraynik, Secretary

By: 
President
Attest: 
Secretary

drainage lines, and are one and the same as temporary easement areas "A" and "B" shown on the Plan.

4. Access through the Temporary Easement shall be principally from approximately 7:00 a.m. to 3:30 p.m., Mondays through Fridays; however, work such as excavation, setting of pre-cast concrete, installation of casing pipe and vibratory sheet pile installation may be performed during other hours provided that the driving sheet pile with a "diesel" hammer shall not be undertaken between 11:00 p.m. and 6:00 a.m. on any day. The Association's property manager shall be provided with two weeks prior notice of any weekend work as well as any work extending past 11 p.m. Notification shall be in writing sent via fax to CAMCO, attention Susan Horton, Fax No. 215-628-3677.

5. There shall be no mobile field offices, trailers or portable toilets located in the Temporary Easement areas. TOWNSHIP and its contractor shall keep the Temporary Easement areas free of uncontained trash and debris at all times. Trash containers/dumpsters shall be kept covered.

6. Upon completion of the work, the Temporary Easement shall be restored to its original condition including, without limitation, seeding, planting screening and brush, and replacement of trees damaged or removed by contractors.

7. The TOWNSHIP may only access the site by way of the Temporary Easement and shall not access the site through any other portions of the condominium property or roads, and, specifically, there shall be no parking of contractor or employee vehicles on River Birch Circle or Red Oak Drive.

8. The TOWNSHIP shall comply with all PADEP requirements regarding silt fencing and erosion prevention, as well as restoration of existing drainage areas.

9. There shall be no blasting in connection with the work of TOWNSHIP and/or its contractor.

10. TOWNSHIP shall obtain a pre-construction video of ASSOCIATION'S sanitary sewer line which traverses the Temporary Easement area and will lay plates or take other suitable precautions in the area of the sanitary sewer line so that vehicles crossing it do not cause damage to the existing sanitary sewer line. Similar precautions shall be taken to protect other underground utilities. If the existing sanitary sewer line is damaged, temporary repairs shall be immediately undertaken by the TOWNSHIP with permanent repairs made at the completion of the project.

11. TOWNSHIP shall obtain a pre-construction video and topographic survey of the surface conditions of the Temporary Easement and permanent sanitary sewer easement area to facilitate post-construction restoration.

12. Large trees in the Temporary Easement and permanent sanitary sewer easement area shall be marked and staked to reduce the likelihood of accidental damage. Any tree within the Temporary Easement and permanent sanitary sewer easement area which is damaged or

CONSTRUCTION CONDITIONS AGREEMENT

THIS AGREEMENT is made this 22d day of April, 2008⁹ between BREYER WOODS CONDOMINIUM ASSOCIATION, a Pennsylvania non-profit corporation with an address c/o CAMCO Management, 511 West Chester Pike, Havertown, Pennsylvania 19083 (hereinafter called "ASSOCIATION") and the TOWNSHIP OF CHELTENHAM, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter called "TOWNSHIP").

WHEREAS, the GRANTOR is the association of unit owners of Breyer Woods, a Condominium, authorized by Section 3301 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. and is responsible for common elements as described in the Restated Declaration of Condominium of Breyer Woods, a Condominium, dated March 1, 2002 and recorded by the Montgomery County Recorder of Deeds in Deed Book 5402 Page 659 etc.; said common elements include, without limitation, a certain tract of land situated in Cheltenham Township, Montgomery County, Pennsylvania, located at or near Red Oak Drive in Cheltenham Township, Montgomery County, Pennsylvania (hereinafter called "Parcel"); and

WHEREAS, in conjunction with a project of TOWNSHIP, TOWNSHIP will have a sanitary sewer line constructed across a portion of the Parcel referred to above (hereinafter "Sewer Line"); and

WHEREAS, said Sewer Line will be operated and maintained by TOWNSHIP.

NOW, THEREFORE, in consideration of the mutual promises, and intending to be legally bound hereby, the parties hereto covenant and agree that the construction to be carried out on behalf of the TOWNSHIP and, to a limited extent, in connection with a SEPTA bridge project, shall proceed as follows.

1. TOWNSHIP shall cause a chain link perimeter fence to be installed on the parcel as staked by the TOWNSHIP from Point A to Point B as shown on Exhibit "A", which is a portion of a larger plan entitled "TEMPORARY CONSTRUCTION EASEMENTS OVER LANDS OF BREYER WOODS CONDOMINIUM ASSOCIATION" dated 9-02-08, revision 1 (3-22-09) multiple copies of which have been signed by the parties (the "Plan").

2. The temporary construction easement described in paragraph 5 of an instrument to be recorded with the Office of Recorder of Deeds for Montgomery County entitled "Deed of Easement" between Breyer Woods Condominium Association and the Township of Cheltenham (hereinafter "Temporary Easement"), will be used by employees or contractors of SEPTA working on the SEPTA bridge project and contractors of the Township in accordance with the terms: (1) as provided herein and (2) as provided in the Deed of Easement for the Temporary Easement.

3. The Plan delineates the boundaries of the chain link perimeter fence as shown on Exhibit "A" hereto, the access road within the Temporary Easement to be utilized by contractors, the construction area adjacent to the railway right of way as well as Breyer Woods' sewer and

IDENTIFYING ADDRESS

COUNTY TAX
PARCEL NUMBER

112 Black Cherry Circle	31-00-02732-12-6
113 Black Cherry Circle	31-00-02732-14-4
114 Black Cherry Circle	31-00-02732-16-2
161 Black Cherry Circle	31-00-02732-52-2
162 Black Cherry Circle	31-00-02732-54-9
163 Black Cherry Circle	31-00-02732-56-7
164 Black Cherry Circle	31-00-02732-58-5
191 Linden Drive	31-00-17508-22-7
192 Linden Drive	31-00-17508-24-5
193 Linden Drive	31-00-17508-26-3
194 Linden Drive	31-00-17508-28-1
195 Linden Drive	31-00-17508-30-8
196 Linden Drive	31-00-17508-32-6
197 Linden Drive	31-00-17508-34-4
211 Linden Drive	31-00-17508-36-2
212 Linden Drive	31-00-17508-38-9
213 Linden Drive	31-00-17508-40-7
214 Linden Drive	31-00-17508-42-5
215 Linden Drive	31-00-17508-44-3
216 Linden Drive	31-00-17508-46-1
171 Linden Drive	31-00-17508-00-2
172 Linden Drive	31-00-17508-02-9
173 Linden Drive	31-00-17508-04-7
174 Linden Drive	31-00-17508-06-5
175 Linden Drive	31-00-17508-08-3
101 Linden Drive	31-00-02732-00-9
102 Linden Drive	31-00-02732-02-7
103 Linden Drive	31-00-02732-04-5
104 Linden Drive	31-00-02732-06-3
105 Linden Drive	31-00-02732-08-1
481 Red Oak Drive	31-00-22767-50-3
482 Red Oak Drive	31-00-22767-52-1
491 Red Oak Drive	31-00-22767-54-5
492 Red Oak Drive	31-00-22767-56-6
501 Red Oak Drive	31-00-22767-58-4
502 Red Oak Drive	31-00-22767-60-2
511 Red Oak Drive	31-00-22767-62-9
512 Red Oak Drive	31-00-22767-64-7
521 Red Oak Drive	31-00-22767-66-5
522 Red Oak Drive	31-00-22767-68-3
531 Red Oak Drive	31-00-22767-70-1
532 Red Oak Drive	31-00-22767-72-8
541 Red Oak Drive	31-00-22767-74-6
542 Red Oak Drive	31-00-22767-76-4
551 Red Oak Drive	31-00-22767-76-3
552 Red Oak Drive	31-00-22767-78-1
561 Red Oak Drive	31-00-22767-79-9
562 Red Oak Drive	31-00-22767-80-8
571 Red Oak Drive	31-00-22767-81-7
572 Red Oak Drive	31-00-22767-82-6

IDENTIFYING ADDRESS	COUNTY TAX PARCEL NUMBER
386 Linden Drive	31-00-17507-40-8
371 Linden Drive	31-00-17507-42-8
372 Linden Drive	31-00-17507-44-6
373 Linden Drive	31-00-17507-46-4
374 Linden Drive	31-00-17507-48-2
251 Ironwood Circle	31-00-15032-08-4
252 Ironwood Circle	31-00-15032-10-2
253 Ironwood Circle	31-00-15032-12-9
241 Ironwood Circle	31-00-15032-00-3
242 Ironwood Circle	31-00-15032-02-1
243 Ironwood Circle	31-00-15032-04-8
244 Ironwood Circle	31-00-15032-06-6
261 Ironwood Circle	31-00-15032-14-7
262 Ironwood Circle	31-00-15032-16-5
263 Ironwood Circle	31-00-15032-18-3
264 Ironwood Circle	31-00-15032-20-1
265 Ironwood Circle	31-00-15032-22-8
341 River Birch Circle	31-00-23129-10-5
342 River Birch Circle	31-00-23129-12-3
343 River Birch Circle	31-00-23129-14-1
344 River Birch Circle	31-00-23129-16-8
345 River Birch Circle	31-00-23129-18-6
351 River Birch Circle	31-00-23129-20-4
352 River Birch Circle	31-00-23129-22-2
353 River Birch Circle	31-00-23129-24-9
354 River Birch Circle	31-00-23129-26-7
355 River Birch Circle	31-00-23129-28-5
301 Ironwood Circle	31-00-15032-52-5
302 Ironwood Circle	31-00-15032-54-3
303 Ironwood Circle	31-00-15032-56-1
304 Ironwood Circle	31-00-15032-58-8
305 Ironwood Circle	31-00-15032-60-6
331 River Birch Circle	31-00-23129-00-6
332 River Birch Circle	31-00-23129-02-4
333 River Birch Circle	31-00-23129-04-2
334 River Birch Circle	31-00-23129-06-9
335 River Birch Circle	31-00-23129-08-7
271 Ironwood Circle	31-00-15032-24-6
272 Ironwood Circle	31-00-15032-26-4
273 Ironwood Circle	31-00-15032-28-2
274 Ironwood Circle	31-00-15032-30-9
275 Ironwood Circle	31-00-15032-31-8
201 Ironwood Circle	31-00-15032-41-7

IDENTIFYING ADDRESS

COUNTY TAX
PARCEL NUMBER

202 Ironwood Circle	31-00-15032-40-8
203 Ironwood Circle	31-00-15032-38-1
204 Ironwood Circle	31-00-15032-36-3
205 Ironwood Circle	31-00-15032-34-5
206 Ironwood Circle	31-00-15032-32-7
291 Ironwood Circle	31-00-15032-42-6
292 Ironwood Circle	31-00-15032-44-4
293 Ironwood Circle	31-00-15032-46-2
294 Ironwood Circle	31-00-15032-48-9
295 Ironwood Circle	31-00-15032-50-7
296 Ironwood Circle	31-00-15032-47-1
297 Ironwood Circle	31-00-15032-49-8
298 Ironwood Circle	31-00-15032-51-6
471 Copper Beech Circle	31-00-07298-14-1
472 Copper Beech Circle	31-00-07298-12-3
473 Copper Beech Circle	31-00-07298-08-7
474 Copper Beech Circle	31-00-07298-04-2
475 Copper Beech Circle	31-00-07298-02-4
361 River Birch Circle	31-00-23129-30-3
362 River Birch Circle	31-00-23129-32-1
321 Linden Drive	31-00-17508-68-6
322 Linden Drive	31-00-17508-70-4
323 Linden Drive	31-00-17508-72-2
324 Linden Drive	31-00-17508-74-9
325 Linden Drive	31-00-17508-76-7
311 Linden Drive	31-00-17508-62-3
312 Linden Drive	31-00-17508-64-1
313 Linden Drive	31-00-17508-66-8
314 Linden Drive	31-00-17508-67-7
231 Linden Drive	31-00-17508-52-4
232 Linden Drive	31-00-17508-54-2
233 Linden Drive	31-00-17508-56-9
234 Linden Drive	31-00-17508-58-7
235 Linden Drive	31-00-17508-60-5
221 Linden Drive	31-00-17508-48-8
222 Linden Drive	31-00-17508-50-6
181 Linden Drive	31-00-17508-10-1
182 Linden Drive	31-00-17508-12-8
183 Linden Drive	31-00-17508-14-6
184 Linden Drive	31-00-17508-16-4
185 Linden Drive	31-00-17508-18-2
186 Linden Drive	31-00-17508-20-9
111 Black Cherry Circle	31-00-02732-10-8

Tax Parcel Numbers of Units

IDENTIFYING ADDRESS	COUNTY TAX PARCEL NUMBER
2 Linden Drive	31-00-17507-30-9
4 Linden Drive	31-00-17507-32-7
17 Linden Drive	31-00-17507-12-9
19 Linden Drive	31-00-17507-14-7
21 Linden Drive	31-00-17507-16-5
23 Linden Drive	31-00-17507-18-3
25 Linden Drive	31-00-17507-20-1
1 Red Oak Drive	31-00-22767-00-8
3 Red Oak Drive	31-00-22767-02-6
5 Red Oak Drive	31-00-22767-04-4
7 Red Oak Drive	31-00-22767-06-2
9 Red Oak Drive	31-00-22767-08-9
11 Red Oak Drive	31-00-22767-10-7
13 Red Oak Drive	31-00-22767-12-5
431 Copper Beech Circle	31-00-07298-58-2
432 Copper Beech Circle	31-00-07298-56-4
433 Copper Beech Circle	31-00-07298-54-6
434 Copper Beech Circle	31-00-07298-52-8
441 Copper Beech Circle	31-00-07298-34-8
442 Copper Beech Circle	31-00-07298-30-3
443 Copper Beech Circle	31-00-07298-26-7
444 Copper Beech Circle	31-00-07298-24-9
451 Copper Beech Circle	31-00-07298-22-2
452 Copper Beech Circle	31-00-07298-20-4
453 Copper Beech Circle	31-00-07298-18-6
454 Copper Beech Circle	31-00-07298-16-8
455 Copper Beech Circle	31-00-07298-15-9
411 Linden Drive	31-00-17507-00-3
412 Linden Drive	31-00-17507-02-1
413 Linden Drive	31-00-17507-04-8
414 Linden Drive	31-00-17507-06-6
415 Linden Drive	31-00-17507-08-4
416 Linden Drive	31-00-17507-10-2
461 Copper Beech Circle	31-00-07298-50-1
462 Copper Beech Circle	31-00-07298-48-3
463 Copper Beech Circle	31-00-07298-46-5
464 Copper Beech Circle	31-00-07298-44-7
465 Copper Beech Circle	31-00-07298-43-8
381 Linden Drive	31-00-17507-33-6
382 Linden Drive	31-00-17507-34-5
383 Linden Drive	31-00-17507-35-4
384 Linden Drive	31-00-17507-36-3
385 Linden Drive	31-00-17507-38-1

EXHIBIT C

TAX PARCEL NUMBERS OF BREYER WOODS CONDOMINIUM UNITS

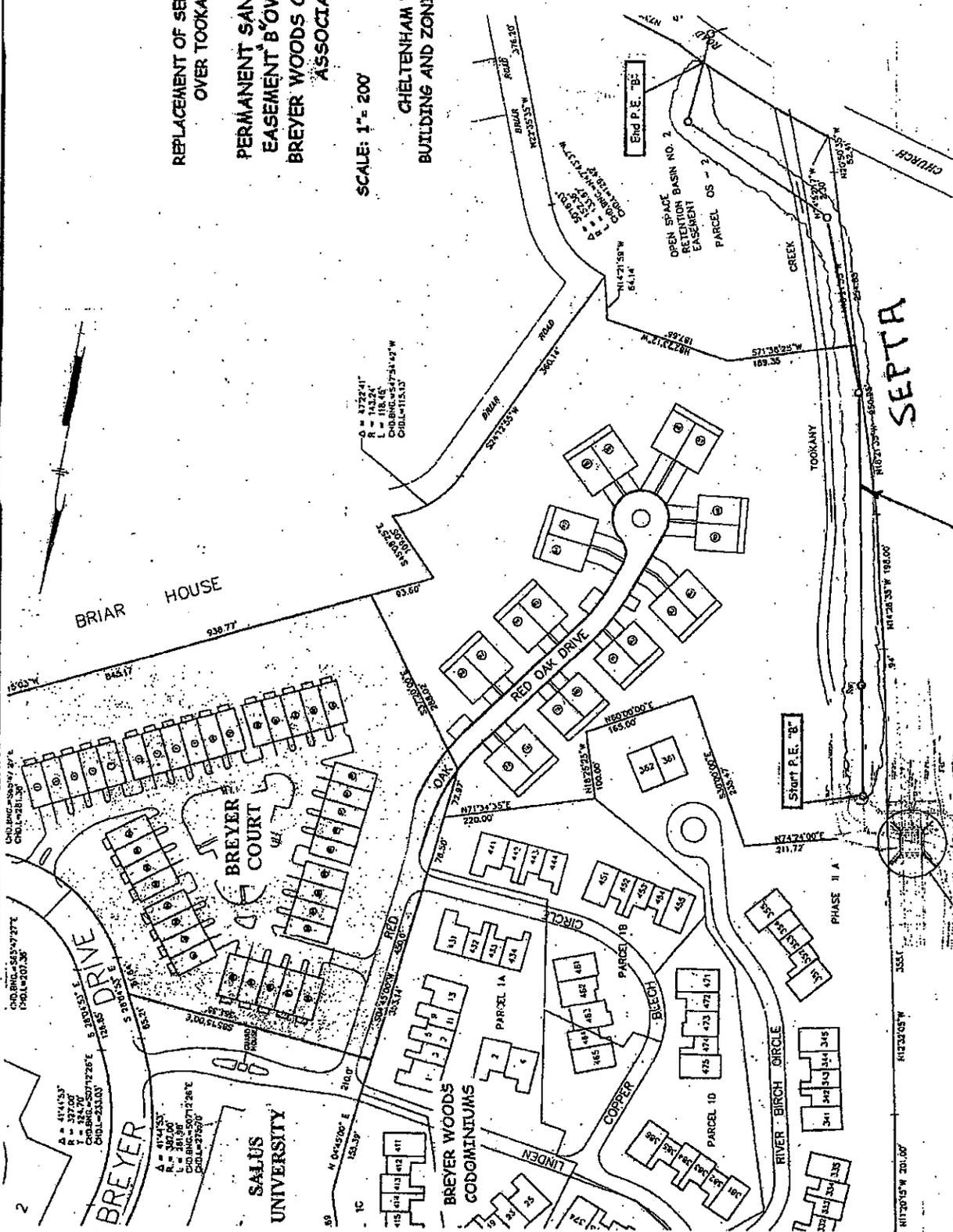
REPLACEMENT OF SEPTA BRIDGE 10.12
OVER TOOKANY CREEK

PERMANENT SANITARY SEWER
EASEMENT "B" OVER LANDS OF
BREYER WOODS CONDOMINIUM
ASSOCIATION

SCALE: 1" = 200'

4-11-09

CHELtenham TOWNSHIP
BUILDING AND ZONING DEPARTMENT



GRAPHIC SCALE



1" = 200'

PERMANENT SANITARY SEWER EASEMENT "B"
TWENTY (20) FOOT WIDE, 1200 +/- LINEAR
FEET, CENTERED ON EXISTING SANITARY
SEWER, AS SHOWN

SEPTA BRIDGE 10.12

CONSTRUCTION CONDITIONS AGREEMENT

THIS AGREEMENT is made this 22^d day of April, 2008⁹ between **BREYER WOODS CONDOMINIUM ASSOCIATION**, a Pennsylvania non-profit corporation with an address c/o CAMCO Management, 511 West Chester Pike, Havertown, Pennsylvania 19083 (hereinafter called "ASSOCIATION") and the **TOWNSHIP OF CHELTENHAM**, a municipal corporation of the Commonwealth of Pennsylvania, (hereinafter called "TOWNSHIP").

WHEREAS, the GRANTOR is the association of unit owners of Breyer Woods, a Condominium, authorized by Section 3301 of the Pennsylvania Uniform Condominium Act, 68 Pa. C.S. § 3101 et seq. and is responsible for common elements as described in the Restated Declaration of Condominium of Breyer Woods, a Condominium, dated March 1, 2002 and recorded by the Montgomery County Recorder of Deeds in Deed Book 5402 Page 659 etc.; said common elements include, without limitation, a certain tract of land situated in Cheltenham Township, Montgomery County, Pennsylvania, located at or near Red Oak Drive in Cheltenham Township, Montgomery County, Pennsylvania (hereinafter called "Parcel"); and

WHEREAS, in conjunction with a project of TOWNSHIP, TOWNSHIP will have a sanitary sewer line constructed across a portion of the Parcel referred to above (hereinafter "Sewer Line"); and

WHEREAS, said Sewer Line will be operated and maintained by TOWNSHIP.

NOW, THEREFORE, in consideration of the mutual promises, and intending to be legally bound hereby, the parties hereto covenant and agree that the construction to be carried out on behalf of the TOWNSHIP and, to a limited extent, in connection with a SEPTA bridge project, shall proceed as follows.

1. TOWNSHIP shall cause a chain link perimeter fence to be installed on the parcel as staked by the TOWNSHIP from Point A to Point B as shown on Exhibit "A", which is a portion of a larger plan entitled "TEMPORARY CONSTRUCTION EASEMENTS OVER LANDS OF BREYER WOODS CONDOMINIUM ASSOCIATION" dated 9-02-08, revision 1 (3-22-09) multiple copies of which have been signed by the parties (the "Plan").

2. The temporary construction easement described in paragraph 5 of an instrument to be recorded with the Office of Recorder of Deeds for Montgomery County entitled "Deed of Easement" between Breyer Woods Condominium Association and the Township of Cheltenham (hereinafter "Temporary Easement"), will be used by employees or contractors of SEPTA working on the SEPTA bridge project and contractors of the Township in accordance with the terms: (1) as provided herein and (2) as provided in the Deed of Easement for the Temporary Easement.

3. The Plan delineates the boundaries of the chain link perimeter fence as shown on Exhibit "A" hereto, the access road within the Temporary Easement to be utilized by contractors, the construction area adjacent to the railway right of way as well as Breyer Woods' sewer and

drainage lines, and are one and the same as temporary easement areas "A" and "B" shown on the Plan.

4. Access through the Temporary Easement shall be principally from approximately 7:00 a.m. to 3:30 p.m., Mondays through Fridays; however, work such as excavation, setting of pre-cast concrete, installation of casing pipe and vibratory sheet pile installation may be performed during other hours provided that the driving sheet pile with a "diesel" hammer shall not be undertaken between 11:00 p.m. and 6:00 a.m. on any day. The Association's property manager shall be provided with two weeks prior notice of any weekend work as well as any work extending past 11 p.m. Notification shall be in writing sent via fax to CAMCO, attention Susan Horton, Fax No. 215-628-3677.

5. There shall be no mobile field offices, trailers or portable toilets located in the Temporary Easement areas. TOWNSHIP and its contractor shall keep the Temporary Easement areas free of uncontained trash and debris at all times. Trash containers/dumpsters shall be kept covered.

6. Upon completion of the work, the Temporary Easement shall be restored to its original condition including, without limitation, seeding, planting screening and brush, and replacement of trees damaged or removed by contractors.

7. The TOWNSHIP may only access the site by way of the Temporary Easement and shall not access the site through any other portions of the condominium property or roads, and, specifically, there shall be no parking of contractor or employee vehicles on River Birch Circle or Red Oak Drive.

8. The TOWNSHIP shall comply with all PADEP requirements regarding silt fencing and erosion prevention, as well as restoration of existing drainage areas.

9. There shall be no blasting in connection with the work of TOWNSHIP and/or its contractor.

10. TOWNSHIP shall obtain a pre-construction video of ASSOCIATION'S sanitary sewer line which traverses the Temporary Easement area and will lay plates or take other suitable precautions in the area of the sanitary sewer line so that vehicles crossing it do not cause damage to the existing sanitary sewer line. Similar precautions shall be taken to protect other underground utilities. If the existing sanitary sewer line is damaged, temporary repairs shall be immediately undertaken by the TOWNSHIP with permanent repairs made at the completion of the project.

11. TOWNSHIP shall obtain a pre-construction video and topographic survey of the surface conditions of the Temporary Easement and permanent sanitary sewer easement area to facilitate post-construction restoration.

12. Large trees in the Temporary Easement and permanent sanitary sewer easement area shall be marked and staked to reduce the likelihood of accidental damage. Any tree within the Temporary Easement and permanent sanitary sewer easement area which is damaged or

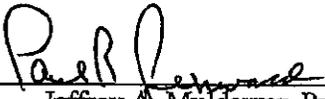
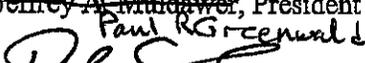
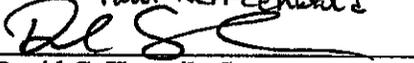
removed shall be replaced in kind or with a species reasonably acceptable to the ASSOCIATION.

13. TOWNSHIP shall install a permanent locking vehicle gate at the entrance to the access road portion of the Temporary Easement with keys to be retained by the TOWNSHIP and ASSOCIATION. The gate shall be kept locked at all times, except when authorized TOWNSHIP workmen, TOWNSHIP contractors' workmen or ASSOCIATION personnel are actually present.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

TOWNSHIP OF CHELTENHAM

BREYER WOODS CONDOMINIUM
ASSOCIATION

By: 
Jeffrey A. Muldower, President

Paul R. Greenwald
Attest: 
David G. Kraynik, Secretary

By: 
President
Attest: 
Secretary

PERIMETER FENCE PLAN

Point A to Point B

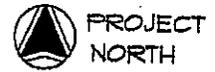
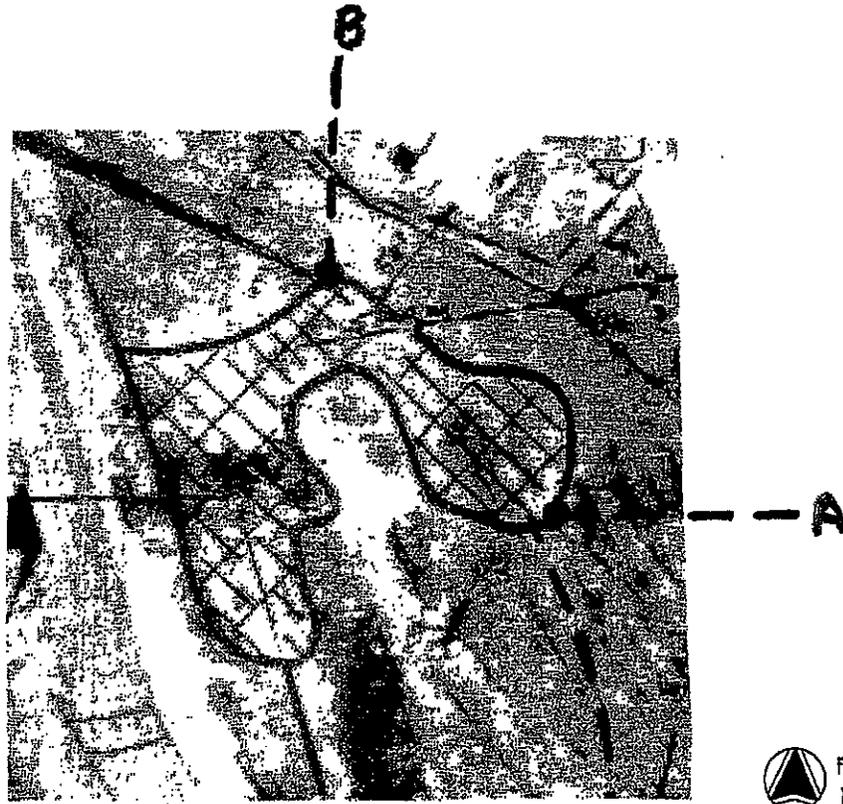


EXHIBIT "A"

LIMITED INDEMNIFICATION AGREEMENT

THIS AGREEMENT is made this 22d day of April, 2009 between **TOWNSHIP OF CHELTENHAM**, a municipal corporation of the Commonwealth of Pennsylvania (hereinafter called "Township") and **SOUTHEASTERN PENNSYLVANIA TRANSPORTATION AUTHORITY**, a body corporate and politic which exerceises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof (hereinafter called "SEPTA").

WHEREAS, the Township has entered into certain agreements with Breyer Woods Condominium Association in conjunction with a sewer line replacement project undertaken by the Township on the property of Breyer Woods Condominium Association ("Association"); and

WHEREAS, the Township has assumed certain responsibilities for the use of the temporary easement in conjunction with its sanitary sewer system line replacement; and

WHEREAS, SEPTA seeks use of the same temporary easement area in conjunction with its bridge replacement project in the vicinity of Chelten Hills Drive for itself, as well as for its contractor, Crossing Construction Company ("Contractor"); and

WHEREAS, the Township has negotiated certain agreements, entitled "Deed of Easement" and "Construction Conditions Agreement", under which the Township has assumed certain responsibilities regarding the use of the temporary easement, as well as responsibility for damage to or removal of trees within the temporary easement area, as well as other responsibilities; and

WHEREAS, in exchange for permitting SEPTA and its Contractor use of the temporary construction area in conjunction with its bridge replacement project, the Township seeks a limited indemnification by SEPTA.

NOW, THEREFORE, in consideration of the mutual promises discussed herein, and intending to be legally bound hereby, the parties hereto covenant and agree as follows.

1. SEPTA agrees to indemnify and save harmless Township from and against any and all loss, damage, costs and expenses including but not limited to attorneys' fees, which Township may hereafter suffer, incur, be put to or pay by reason of SEPTA and/or its Contractor's use of, or activity within, the temporary easement area more particularly described in a Deed of Easement between Association and Township (hereinafter "Deed of Easement") including, without limitation, the following:

- a. SEPTA and/or its Contractor's installation of a chain link perimeter fence to be installed in accordance with the coordinates and staking more particularly described in a Construction Conditions Agreement between the Association and Township (hereinafter "Construction Conditions Agreement");

- b. Damage or removal of any trees by SEPTA and/or its Contractor within the temporary easement area or within the permanent sanitary sewer easement area described in the Deed of Easement;
- c. Installation by SEPTA and/or its Contractor's of a permanent locking vehicle gate at the entrance to the access road over the temporary easement;
- d. Any pre-construction activity by SEPTA and/or its Contractor in documenting, videotaping and surveying the surface conditions of the permanent sanitary sewer easement or the temporary easement area in accordance with the Construction Conditions Agreement; and
- e. Any failure by SEPTA and/or its Contractor to provide the advance notice to the Association or to satisfy any other obligation in connection with the construction activity of SEPTA or its Contractor set forth in the Construction Conditions Agreement.
- f. Nothing contained herein shall be deemed to be a waiver of the immunities, damages, and limitations that SEPTA and the Township enjoy under 42 Pa. C.S. Section 8501 et. seq. and other law.

2. SEPTA and/or its Contractor agree to pay to the Association Three Thousand Dollars (\$3,000.00) and the Township agrees to pay to the Association One Thousand Dollars (\$1,000.00) representing legal fees expended by the Association in conjunction with the negotiation of the temporary easement and associated agreements.

3. The signers verify that they are authorized to execute this Agreement on behalf of the respective parties listed below.

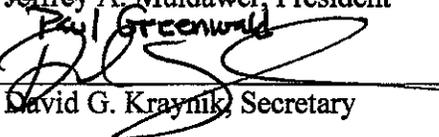
IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first above written.

TOWNSHIP OF CHELTENHAM

**SOUTHEASTERN PENNSYLVANIA
TRANSPORTATION AUTHORITY**

By: 
Jeffrey A. Muldrew, President

By: _____

Attest: 
David G. Kraynik, Secretary

Attest: _____

Title