

January 19, 2011  
Curtis Hall

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

1. President Portner opened the meeting with the Pledge of Allegiance being led by Commissioner Haywood.
2. Mr. Portner announced that prior to the meeting, the Commissioners held an Executive Session to discuss personnel matters.
3. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated December 22, 2010 and Organization Meeting Minutes dated January 3, 2011, upon motion of Mr. McKeown, the Minutes were unanimously approved by the Board of Commissioners.
4. Each member having received a copy of the Executive Summary Financial Report of the Manager/Secretary for the month of December 2010, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

5. Each member having received a copy of the Accounts Paid Report for the month of December 2010, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners and ordered spread in full upon the Minute Book.

6. Mr. Portner presented **Resolution No. 4-11** to Brad Campbell in recognition of his Eagle Scout project at Curtis Arboretum.

*A Resolution 4-11  
of the Board of Commissioners of Cheltenham Township*

*Whereas,* THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great appreciation and admiration, recognizes **BRADLEY CAMPBELL**, of 2 Hemlock Lane in Wyncote, for his Eagle Scout project in Curtis Arboretum; and

*Whereas,* A Cheltenham High School senior who has been a runner on the track team for four years, **BRADLEY CAMPBELL** and his team train on the cross country course through Curtis Arboretum, considered one of the best in the Suburban One League. However, wear and tear, erosion, poor drainage and other problems have taken their toll on the course in recent years, so **BRADLEY CAMPBELL** decided to refurbish it for his Eagle Scout Project; and

*Whereas,* On November 13, 2010, **BRADLEY CAMPBELL** along with volunteers he enlisted from his scout troop and high school worked all day to enhance the course. They created a crushed-stone bridge over a culvert, installed top soil and grass over a new drain in a flood-prone area, mulched several sections of dirt trails, and trimmed bushes, removed debris and leveled soil around a drainage catch basin. The result is a dramatic transformation that will enable cross country runners to safely enjoy this beautiful course for years to come.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session on this Nineteenth Day of January, A.D., 2011, does hereby honor **BRADLEY CAMPBELL** for his contributions to the Cheltenham community. 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. Campbell.

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

**BOARD OF COMMISSIONERS  
OF CHELTENHAM TOWNSHIP**

By: Harry Postum  
President

Attest: David G. Kravitz  
Township Manager and Secretary

7. Mr. Sharkey presented a Community Service Award to Assistant Montgomery County District Attorney John Walko for his crime prevention presentation to Glenside residents.

8. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the issuance of an amendment to accept the design changes pertaining to W692, Certificate of Appropriateness to PA Department of Transportation, owner of the Greenwood Avenue Bridge, Wyncote, as recommended by the Wyncote Board of Historical and Architectural Review.

9. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the proposed Steering Committee for the Elkins Park West Commercial District's Streetscape Improvement Project.

10. Mr. Haywood announced that there was literature available to the public in the lobby regarding water conservation. He encouraged everyone to review the literature. Water conservation was important to the Township's sanitary sewer system.

11. Upon motion of Mr. Haywood, and unanimously approved by the Committee, the Public Works Committee Regular Meeting Minutes dated January 5, 2011, were accepted.

12. Mr. Portner announced that the proposed Resolution regarding a 5-Minute Rule has been removed from the agenda.

13. Upon motion of Mr. McKeown, the Board of Commissioners unanimously approved a Cooperation Agreement with the Montgomery County Redevelopment Authority relating to improvements to the Shop Rite Supermarket at Cheltenham Square Mall (see attached).

14. Upon motion of Mr. McKeown, the Board of Commissioners unanimously approved a Reimbursement Agreement with Brown's Super Stores relating to improvements to the Shop Rite Supermarket at Cheltenham Square Mall (see attached).

15. Upon motion of Mr. McKeown, the Board of Commissioners unanimously approved a Subgrant Agreement between Brown's Super Stores and the Montgomery County Redevelopment Authority, subject to the approval of the Township Solicitor (see attached).

16. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Resolution No. 4-11** honoring Brad Campbell for his Eagle Scout project at Curtis Arboretum.

17. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 5-11** honoring Ancillae-Assumpta Academy upon its receipt of a Blue Ribbon School Award. Said Resolution will be presented at a ceremony at the academy on February 3, 2011.

18. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2216-11** amending Chapter 285, thereof, entitled "Vehicles and Traffic".

**CHELTENHAM TOWNSHIP  
ORDINANCE NO. 2216-11**

**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:

YORK ROAD SPUR G. NO U-TURNS, easterly.

WAVERLY ROAD 20. NO PARKING, southern side, from Keswick Ave. to 60 feet easterly.

**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 19th day of January, A.D., 2011.

BOARD OF COMMISSIONERS  
TOWNSHIP OF CHELTENHAM

By Harvey Portner  
Harvey Portner, President

ATTEST:

David G. Kraynik

David G. Kraynik, Secretary

19. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 6-11** establishing guidelines for police officers when making authorized warrantless summary arrests.

**CHELTENHAM TOWNSHIP**

**RESOLUTION NO. 6-11**

**A RESOLUTION ADOPTING GUIDELINES FOR CHELTENHAM  
TOWNSHIP POLICE OFFICERS WHEN MAKING AUTHORIZED WARRANTLESS  
SUMMARY ARRESTS**

**WHEREAS**, the Police Department of Cheltenham Township desires to have formal written guidelines pertaining to arrests without warrants for certain offenses enumerated in Title 42 (Judiciary and Judicial Procedure) of the Pennsylvania Consolidated Statutes; and

**WHEREAS**, such offenses under Title 18 (relating to crimes and offenses), when the conduct constitutes a summary offense, are:

- 18 Pa. C.S. § 5503 (relating to disorderly conduct)
- 18 Pa. C.S. § 5505 (relating to public drunkenness)
- 18 Pa. C.S. § 5507 (relating to obstructing the highways and other public passages)
- 18 Pa. C.S. § 6308 (relating to purchase, consumption, possession or transportation of liquor or malt or brewed beverages); and

**WHEREAS**, Title 42 of the Pennsylvania Consolidated Statutes directs the governmental Body employing police officers authorized to make said warrantless arrests to promulgate guidelines to be followed by the police officers as a prerequisite to their authority to effect such a warrantless arrest.

**NOW, THEREFORE, BE IT RESOLVED**, by the Board of Commissioners of Cheltenham Township that police officers are hereby authorized to effect warrantless arrests when conduct constitutes a summary offense and such conduct imperils the personal security of any person or endangers public or private property; and

**FURTHER, BE IT RESOLVED**, that any such arrest shall proceed in accordance with The Pennsylvania Rules of Criminal Procedures, Part IV: "Procedures in Summary Cases When Defendant is Arrested Without a Warrant;" and

**FURTHER, BE IT RESOLVED** that said regulations shall be effective upon adoption of the resolution.

RESOLVED THIS 19<sup>th</sup> day of **January, 2011**

CHELtenham TOWNSHIP  
BOARD OF COMMISSIONERS

By: Harvey Portner  
Harvey Portner, President

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

20. Upon motion of Mr. Sharkey, and unanimously approved by the Committee, the Public Safety Committee Regular Meeting Minutes dated January 5, 2011, were accepted.

21. Upon motion of Mr. Swavola, and unanimously approved by the Committee, the Building and Zoning Committee Regular Meeting Minutes dated January 5, 2011, were accepted.

22. Under New Business:

In accordance with the Code of the Township of Cheltenham and Article XIII, Section 1302, of the Home Rule Charter, the President of the Board presented new appointments and reappointments to various Commissions, Committees and Boards for the advice and consent of the Board of Commissioners.

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

23. Under Citizens' Forum:

Olga McHugh, 127 Hewett Road, asked for a list of appointments to citizens' committees. She was told it would be available after the meeting. She asked why the proposed 5-Minute Rule Resolution was rescinded. Mr. Portner responded that it was not rescinded, it was removed from the agenda as per Robert's Rules.

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, January 19, 2011  
 Curtis Hall

NAME (Please Print)	ADDRESS	E-MAIL/TELEPHONE
Melanie Vallerio	173 Fernbrook Ave	Melanie.4Homes@Comcast.net
Olya McHugh	127 Hewett Rd.	
Joseph Daly, Kerry, Brad	2 Hemlock Lane Wynote Pa	
Tom McHugh	127 Hewett Rd.	
J Werkiner	1011 Serpentine Lane	
Steve Strahs	921 Melrose M.P	
Daniel Norris	236 Berley Circle Cheltenham	norrisdan@yahoo.com
Nathan Mooney	2076A Mather Way Elkins Park, PA 19027	
John Walico	2014 Susquehanna Rd Abington PA 19001	267 625 9107

**SUBGRANTEE AGREEMENT  
AMONG  
THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY,  
CHELTENHAM TOWNSHIP  
AND  
BROWN'S SUPER STORES, INC.**

THIS AGREEMENT effective the     day of                             2011, by and between the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (the "RDA"), CHELTENHAM TOWNSHIP ( the "Township") and BROWN'S SUPER STORES, INC. (the "Subgrantee") for use of Redevelopment Assistance Capital Funds for a property located at 2385 West Cheltenham Avenue, Cheltenham Township, Montgomery County, Pennsylvania, (the "Property") and owned by the Subgrantee.

**BACKGROUND:**

WHEREAS pursuant to The Capital Facilities Debt Enabling Act of February 9, 1999 (the "Act"), providing for redevelopment assistance, the Commonwealth of Pennsylvania Office of the Budget ("OB") is authorized to provide grants to those projects that have been listed as "Redevelopment Assistance Projects" in the Capital Budget, Act of 2008-41; and which meet the standards established in the Act of 2008-41. Said list includes up to \$5,500,000 in Redevelopment Assistance Capital Program funds for the Subgrantee (the "RACP Grant"). The Act authorizes redevelopment authorities to file applications for redevelopment assistance grants for designated projects.

WHEREAS Subgrantee is undertaking the renovation and modernization of the Property (the "Project"), as more fully defined in the application submitted by the RDA and the Subgrantee to the OB (the "Application"). The Application is set forth and attached hereto as Exhibit "A".

**WHEREAS** pursuant to a Resolution of the Board of Directors of the RDA on November 17, 2010, RDA filed the Application to OB with respect to the Project and has executed Contract ME 300-882 with OB regarding same (the "OB Agreement") which is made a part of this agreement as Exhibit "B".

**WHEREAS** the parties hereto have entered into this Agreement to provide for the administration of the RACP Grant and to set forth the terms of the RACP Grant.

**NOW THEREFORE**, for good and valuable consideration, the parties hereto intending to be legally bound, hereby agree as follows:

**I. RACP Grant.**

1. Terms. All terms not defined herein shall have the terms as set forth in the OB Agreement. Any conflict between terms defined herein and terms defined in the OB Agreement shall have the meaning ascribed to them in the OB Agreement.

2. Grant Amount. Subject to the terms and conditions set forth herein and the terms of the Grant Contract, the RDA agrees to provide grant assistance to the Project in the amount of \$5,500,000 (the "RACP Grant"). Subgrantee shall utilize the RACP Grant solely and exclusively to fund eligible Project costs pursuant to the application.

3. Grant Disbursement. The RACP Grant will be disbursed by the RDA submitting a "RDA Request for Payment Form" (the "Voucher Request") (the form to be provided by the Commonwealth of Pennsylvania) to the OB upon completion of eligible work, along with all other documentation in support of the request for payment as may be required by the Commonwealth of Pennsylvania and the RDA. Subject to approval and authorization by the Commonwealth of Pennsylvania and receipt of funds from same, RDA shall reimburse Subgrantee 100% of all eligible Project costs up to the RACP Grant. Prior to submission of a

request for payment by RDA to the Commonwealth of Pennsylvania, Subgrantee will provide to RDA a written request executed by the Subgrantee and containing the written concurrence of the general contractor, certifying that the work for which reimbursement is being requested has been completed and that all materials included therein have been installed in or placed upon the Property, but only after the Property and that portion of the improvements completed by the date of such written request are inspected by the RDA's or Commonwealth of Pennsylvania's Consultant, to verify the completed work and quality of workmanship, to the extent the RDA and/or the Commonwealth of Pennsylvania require any such inspection. The RDA, the Township, and the Commonwealth of Pennsylvania and/or their respective Consultants shall have the right to inspect the Property at any reasonable time, until final disbursement by the Commonwealth of Pennsylvania. Subgrantee shall be responsible for any costs incurred for such inspections. All such inspections shall be for the sole use and benefit of the RDA, the Township, and the Commonwealth of Pennsylvania and shall not be relied upon by any other party. "Consultant", as used herein, shall mean individually and collectively, such persons and/or entities as may be selected by the RDA or the Commonwealth of Pennsylvania, including, but not limited to, architects, engineers and inspectors, to perform various tasks, including, but not limited to, the inspection of the Property and improvements.

4. The requirements of the OB Agreement and all applicable federal, state and local laws and regulations are incorporated herein by reference.

## **II. Representations and Warranties.**

1. Subgrantee. To induce the RDA and the Township to enter into this Agreement and to disburse the proceeds of the RACP Grant hereof in accordance with the provisions hereof, the Subgrantee represents and warrants that:

a. The Subgrantee is a \_\_\_\_\_ corporation in good standing, organized and existing under the laws of \_\_\_\_\_.

b. This Agreement has been duly and validly executed by Subgrantee and constitutes the valid and legally binding agreement of Subgrantee enforceable in accordance with its terms and, when duly executed and delivered pursuant to the provisions hereof, shall constitute the valid and binding obligations of the Subgrantee.

c. The RACP Grant is necessary for the completion of the Project and the Subgrantee has sufficient additional funding in place so that, when combined with the RACP Grant, will allow for the completion of the Project.

d. There is no litigation or governmental proceeding which would affect the eligibility of Subgrantee's receipt of the Grant, pending or, to the best knowledge of the Subgrantee or its officers, threatened against the Subgrantee other than that which has been previously disclosed to the RDA in writing.

e. The execution and delivery of this Agreement, consummation of the transactions herein contemplated in compliance with the terms and provisions hereof will not conflict with, or result in a breach of any law governing the activities, powers and duties of the Subgrantee, or of any agreement, indenture or other instrument to which the Subgrantee is a party or by which it is bound or to which it or its property is subject, or constitute a default thereunder, and will not result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property of the Subgrantee pursuant to the terms of any such agreement, indenture or other instrument.

f. No persons described as employee, agent, consultant, officer, or elected official or appointed official of the RDA, or of any designated public agencies, or subrecipients

which are receiving funds under a RDA agreement, who exercise or have exercised any functions or responsibilities with respect to RACP Grant activities assisted under this Agreement; or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, have obtained or will obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter.

g. The Subgrantee has reviewed the Application and that all the information contained therein relating to the Project is true and correct as of the date of entering into this Subgrantee Agreement and that there have been no material changes to the Subgrantee.

h. The Subgrantee has read the OB Agreement and has had the opportunity to review it with legal counsel of its choice, agrees to be bound by the terms thereof and to comply with all of the requirements set forth therein, and assumes sole responsibility for any breach or violation.

### **III. Covenants of the Subgrantee.**

1. Continuing Covenants. Subgrantee hereby covenants that:

a. Subgrantee shall use the proceeds of the RACP Grant solely for the purposes of reimbursing eligible Project costs and as set forth in the Application.

b. Until the final disbursement by the Commonwealth of Pennsylvania under the RACP Grant, Subgrantee shall preserve its current status, rights, and privileges of franchises and maintain its good standing under the laws of the \_\_\_\_\_.

c. Subgrantee shall comply with all laws, regulations and orders of any court or governmental body having jurisdiction over the Project.

d. Subgrantee shall give immediate notice to the Authority of the occurrence of any event of default hereunder.

**IV. Compliance with the Act and Regulations.**

1. Subgrantee acknowledges that use of the RACP Grant obligates it to comply with the requirements of the OB Agreement, the Act and any laws and regulations issued pursuant thereto. Subgrantee certifies that it has reviewed and has read the OB Agreement, understands its terms and specifically agrees that:

a. It will maintain all books, records, reports and other documents as required in the OB Agreement and/or the Act and any laws and regulations issued pursuant thereto and provide access thereto to RDA and the Township so it may comply with its obligations thereunder. Such books, records and other documents shall reflect and disclose fully the amount and disposition of the funds and the total cost of the activities paid for, in whole or in part with these funds. As requested by the Commonwealth of Pennsylvania, the Subgrantee shall comply with the Audit requirements of the Commonwealth of Pennsylvania hereunder were utilized in accordance with this Agreement, the Application, the Act and the OB Agreement.

b. It will comply with other uniform administrative requirements as set forth in the OB Agreement or as may be hereafter amended as they may be applicable to Subgrantee and to provide all necessary information in a timely fashion to RDA to allow the RDA to maintain compliance with its obligations under the OB Agreement and/or the Act and any laws and regulations issued pursuant thereto.

**V. Events of Default by Subgrantee.**

1. The occurrence of any one or more of the following events by Subgrantee shall constitute an Event of Default.

a. Failure of Subgrantee to observe or perform any condition, duty, obligation, covenant, agreement, warranty or undertaking required of the Subgrantee under this Agreement or any of the responsibilities it is assuming under the OB Agreement in connection with the RACP Grant.

b. Determination by the RDA that any statements, certificates, reports, representations or warranties or other information made or furnished at any time by the Subgrantee in connection with the RACP Grant or this Agreement are or, at the time made, were false or erroneous in any material respect.

c. Use of the proceeds of the RACP Grant for purposes other than paying the eligible Project costs.

**VI. Termination.**

Misuse of Grant. In the event the RDA or the Commonwealth of Pennsylvania determine that Subgrantee is not administering or implementing the Project in accordance with the Act and any laws and regulations issued pursuant thereto and/or the provisions of the OB Agreement or this Agreement, the RDA shall have all of the rights and remedies in relation to the Subgrantee as set forth in the OB Agreement as the Commonwealth of Pennsylvania has relative to the RDA, as if said were set forth at length herein.

**VII. Reversion of Assets.**

Specific reference is made to the OB Agreement and Subgrantee agrees to comply with the requirements for reversion of assets as set forth therein.

**VIII. Miscellaneous.**

1. Subgrantee agrees to protect, indemnify, defend and hold harmless the RDA, the Township and the Commonwealth, and all of their agencies, commissioners, officers, agents and

employees from and against any and all claims, demands, damages, liabilities, costs and expenses (including reasonable attorneys fees) arising out of disputes between Subgrantee and the general contractor, or between any contractor and any subcontractor, materialman or person, firm or supplier, furnishing work, supplies or services in connection with the Project, or between Subgrantee or any other contractor or any subcontractor and any municipal or public authority, or between Subgrantee and any broker pertaining to this transaction and from any and all claims and losses occurring or resulting to any person, firm, corporation or other entity which may be damaged or injured by Subgrantee or any agent, employee or independent contractor of Subgrantee in the performance of this Agreement from any tort liability or breach of contract or any other agreement which arises from the Subgrantee's undertaking of the Project and from any and all claims, causes of action, expenses, costs, damages, suits, debts, dues, covenants, contracts, agreements, accounts, demands, judgments, claims, attorney's fees, or Consultants' fees incurred by the Township and/or the RDA arising from an Event of Default on the part of Subgrantee, or repayment of RACP Grant funds in the event of Subgrantee's use of RACP Grant funds for ineligible Project costs or as otherwise arising from the Township's obligations as a guarantor under the Cooperation Agreement between the RDA and the Township. The provisions of this paragraph shall survive the termination of this Agreement. The Township and the Commonwealth of Pennsylvania are third party beneficiaries under this provision and Subgrantee agrees and understands that each shall have the right to separately enforce this provision.

2. Subgrantee acknowledges that the obligation of RDA to provide RACP Grant funds pursuant to this Agreement is dependent upon the receipt of the same from the Commonwealth of Pennsylvania and the RDA shall have no obligations to provide funding to

Subgrantee under this Agreement until and unless it has received funds from the Commonwealth of Pennsylvania for said payment.

3. Subgrantee acknowledges that the obligations of RDA under this Agreement are conditioned upon the execution of an agreement with the Township securing the RACP Grant or as otherwise Cheltenham serves to guarantee to the Commonwealth of Pennsylvania repayment of RACP Grant funds in the event of Subgrantee's use of RACP Grant funds for ineligible Project costs when other guarantors and administrative remedies cannot be utilized to address the deficiency.

4. This Agreement shall be deemed to be a contract made under the laws of the Commonwealth of Pennsylvania and, for all purposes, shall be construed in accordance with the laws of the Commonwealth.

5. The terms and provisions of this Agreement are severable. In the event of the unenforceability or invalidity of any one or more of the terms, covenants, conditions or provisions of this Agreement under federal, state or other applicable law, such unenforceability or invalidity shall not render any other term, covenant or condition or provision hereof unenforceable or invalid.

6. The parties do not intend the benefits of this Agreement to inure to any third party, except as to the indemnification in Section VIII (1) above, which also benefits the Commonwealth of Pennsylvania. No portion of the RDA's commitment to make the RACP Grant or the Township's obligations will, at any time, be subject to attachment or levy by any creditor of Subgrantee or by any contractor, subcontractor, materialman or supplier or any creditor of any such contractor, subcontractor, materialman or supplier. This Agreement shall not be construed as creating any rights, claims, or causes of action against the RDA or any

officer, agent or employee thereof in favor of any contractor, subcontractor, supplier of materials or any of their respective creditors or any other person or entity other than the RDA.

7. The provisions of this Agreement shall inure to the benefit of the RDA, the Township, Subgrantee and their respective successors and assigns, except that Subgrantee may not assign or transfer any of its rights hereunder without the prior written consent of the RDA and the Township.

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

*Attest:*

REDEVELOPMENT AUTHORITY OF  
THE COUNTY OF MONTGOMERY

\_\_\_\_\_

By: \_\_\_\_\_  
Paul Baker Bartle, Chairman

*Attest:*

SUBGRANTEE:  
BROWN'S SUPER STORES, INC.

\_\_\_\_\_

By: \_\_\_\_\_

*Attest:*

CHELTENHAM TOWNSHIP

\_\_\_\_\_

By: \_\_\_\_\_

COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared \_\_\_\_\_ known to me and who acknowledged that he/she is \_\_\_\_\_ of the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY, and that he/she, being authorized to do so, executed the foregoing document for purposes therein contained by signing his name thereto for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public



COMMONWEALTH OF PENNSYLVANIA :  
: SS  
COUNTY OF MONTGOMERY :

ON THIS, the \_\_\_\_\_ day of \_\_\_\_\_, 2011, before me, a Notary Public in and for the Commonwealth of Pennsylvania, the undersigned officer personally appeared \_\_\_\_\_ known to me and who acknowledged that he/she is \_\_\_\_\_ of BROWN'S SUPER STORES, INC., and that he/she, being authorized to do so, executed the foregoing document for purposes therein contained by signing his name thereto for the purposes therein contained.

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

\_\_\_\_\_  
Notary Public

EXHIBIT 'A'  
APPLICATION

EXHIBIT "B"

CONTRACT \_\_\_\_\_

**COOPERATION AGREEMENT  
BETWEEN THE TOWNSHIP OF CHELTENHAM  
AND THE REDEVELOPMENT AUTHORITY OF THE COUNTY OF  
MONTGOMERY**

**THIS COOPERATION AGREEMENT** is made this \_\_\_\_\_ day of January, 2011 between the CHELTENHAM TOWNSHIP (the "Municipality") and the REDEVELOPMENT AUTHORITY OF THE COUNTY OF MONTGOMERY (the "Authority").

**WHEREAS**, the Authority is an independent agency created by the County of Montgomery (the "County") existing to carry out the public purposes of the Pennsylvania Urban Redevelopment Law, act of assembly of May 24, 1945, P.L. 991, 35 P.S. §1701 et seq., as amended; and the Authority was established for the purpose, among other things, of encouraging provision of economic revitalization and decent living environments for persons of the Commonwealth of Pennsylvania (the "Commonwealth"); and,

**WHEREAS**, the Municipality, located in Montgomery County, Pennsylvania, and is the host Municipality for the Cheltenham Shop Rite Remodel Project (defined below); and,

**WHEREAS**, Brown's Super Stores, Inc. (Brown's) is the lessee of commercial space in Cheltenham Township known as the Shop Rite Supermarket located at 2385 Cheltenham Township (the "Property") consisting of certain commercial space located in the Municipality; and,

**WHEREAS**, in furtherance of its purpose, the Authority has, together with Brown's, submitted an application (the "Application") to the Commonwealth's Office of the Budget to receive a total \$5,500,000 Redevelopment Assistance Grant (the "Grant") through the Commonwealth's Redevelopment Assistance Capital Program (the "Program") to fund the acquisition and redevelopment of the Shop Rite Supermarket located at the Property (as more fully defined in the Application, (the "Project")); and,

**WHEREAS**, the Authority has entered into a contract (the "Contract"), with the Commonwealth setting forth the terms, requirements, obligations and conditions in connection with the use of any Grant Funds awarded to the Authority by the Commonwealth under the Program (the "Grant Funds") being Contract No. ME 300-882; and,

**WHEREAS**, in accordance with Program requirements, the parties hereto desire that the Municipality, as the host Municipality for the Project, shall act as guarantor of certain contingent repayment obligations of the Authority under the Contract pursuant to the terms and conditions of this Agreement; and,

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. The Authority shall administer the Grant Funds pursuant to the terms and conditions set forth in the Contract, and shall ensure that the Municipality shall receive a copy of all requests for reimbursement payments to cover paid, eligible and reimbursable Project expenses submitted to the Commonwealth.

2. The Municipality agrees to absolutely, unconditionally, and irrevocably guarantee to the Commonwealth, subject to any grace period set forth in the Contract as applicable to the Authority, and further subject to any rights or defenses applicable to the obligations of the Authority, the prompt and full repayment of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract (the "Guaranty of Obligations").

3. The Municipality agrees to take all actions necessary in connection with the Guaranty of Obligations set forth in Paragraph 1 above, including the adoption of a Resolution by the Board of Commissioners of the Municipality authorizing execution of this Agreement.

4. Pursuant to the terms and conditions of that certain Subgrantee Agreement by and between the Authority and Brown's Super Stores, Inc. dated \_\_\_\_\_, 2011 (the Subgrantee Agreement"), Brown's has agreed to comply with all applicable terms, requirements, obligations and conditions imposed upon the Authority under the Contract, and absolutely, unconditionally, and irrevocably guarantee to the Authority and the Commonwealth, subject to any grace period set forth in the Contract as applicable to the Authority, and further subject to any rights or defenses applicable to the obligations of the Authority, the prompt and full repayment of all Grant Funds released by the Commonwealth to the Authority, and subsequently released to Brown's, which the Authority is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract. Brown's hereby agrees to indemnify, defend and hold the Authority, the Municipality, and their respective employees and agents harmless from any loss, costs and damages (including reasonable attorney's fees and costs) suffered by the Authority, the Municipality, or their respective agents or employees, as a direct result of (i) any claim by a third party, its agents, employees or contractors arising from Brown's use of the Grant Funds; or (ii) any failure by Brown's to comply with its obligations under the Subgrantee Agreement or the Contract. Brown's shall have the right to designate counsel acceptable to the Authority and the Municipality, such approval not to be unreasonably withheld, to assume the defense of any such third party claim on behalf of itself, the Authority and the Municipality. Neither the Authority nor the Municipality shall have the right to settle any claim without the consent of Brown's. This indemnity shall survive the expiration or earlier termination of this Subgrantee Agreement.

5. This Agreement shall commence upon full execution by the parties hereto and shall terminate upon the earlier to occur of (a) disbursement of all Grant Funds and the issuance by the Commonwealth of a closeout certificate (b) termination of the Contract pursuant to the terms and conditions thereof, and full repayment to the Commonwealth of all Grant Funds released by the Commonwealth to the Authority which the Authority is obligated to reimburse to the Commonwealth pursuant to the terms and conditions of the Contract (the "Termination Date").

6. Upon the Termination Date, the parties hereto shall have no further liabilities, obligations or responsibilities to each other under this Agreement.

7. There shall be no additional amendments to this Agreement without the written consent of the parties.

8. This Agreement shall be binding upon the parties hereto, their successors and assigns and shall not be assigned to another party without written consent of each party hereto.

9. This Agreement shall be construed and interpreted under the laws of the Commonwealth of Pennsylvania.

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)

**IN WITNESS WHEREOF**, the Authority and the Cheltenham Township have executed this Agreement as of the date set forth above.

**CHELTEHAM TOWNSHIP**

Attest:

\_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title

**THE REDEVELOPMENT AUTHORITY OF THE  
COUNTY OF MONTGOMERY**

Attest:

\_\_\_\_\_  
Name  
Title

By: \_\_\_\_\_  
Name  
Title

Brown's Super Stores, Inc. hereby agrees to be bound by the terms and conditions of Paragraph 4 of this Cooperation Agreement:

**BROWN'S SUPER STORES, INC.**

By: \_\_\_\_\_  
Name  
Title

## AGREEMENT

**THIS AGREEMENT** is made this day of \_\_\_\_\_, 2011, by and between the **TOWNSHIP OF CHELTENHAM** ("Cheltenham"), a township of the First Class with offices at 8230 Old York Road, Elkins Park, Pennsylvania 19027 and **BROWN'S SUPER STORES, INC.** ("Brown's") with offices at 700 Delsea Drive, Westville, New Jersey 08093.

## BACKGROUND

1. Brown's is redeveloping a property in Cheltenham, Montgomery County, Pennsylvania, located at Cheltenham Avenue and Ogontz Avenue, Cheltenham Township, Pennsylvania ("Property").

2. In connection with the redevelopment of the Property, Brown's has entered into an Agreement with the Redevelopment Authority of the County of Montgomery ("Authority") relating to the use of Redevelopment Assistance Capital Funds which is grant funding from the Commonwealth, administered by the Authority.

3. Cheltenham, as the host municipality for the Project, has entered into a cooperation agreement with the Authority ("Cooperation Agreement") to guarantee certain contingent obligations of the Authority to the Commonwealth as specifically provided in the Cooperation Agreement and the Contract between the Commonwealth and the Authority.

4. In connection with its obligations under the Cooperation Agreement, Cheltenham desires to take appropriate actions to insure that contingent repayment obligations are not incurred and Brown's desires to reimburse Cheltenham for the costs associated therewith, all as set forth herein.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. Brown's agrees to provide Cheltenham with copies of all documentation submitted to the Authority in order to initiate all disbursements of grant funds to the Authority by the Commonwealth. This documentation shall be submitted by Brown's to Cheltenham at the same times that Brown's submits it to the Authority. The documentation submitted by Brown's shall be sent to the following address:

Township of Cheltenham  
8230 Old York Road  
Elkins Park, PA 19027  
Attn: David G. Kraynik, Manager

2. Upon receipt of documentation from Brown's, Cheltenham may take any actions it deems necessary to confirm to its satisfaction that Brown's request for reimbursement pertains to paid, eligible and reimbursable project expense(s). Cheltenham is hereby authorized by Brown's to access the Property for any inspections pertaining to the reimbursement request so that Cheltenham can confirm that the expenses covered therein have been satisfactorily completed and made a part of the documentation deemed necessary to confirm that the expenses for which reimbursement has been requested, to the extent applicable, have been satisfactorily constructed, installed, incorporated into or otherwise made a part of the Project, that the expenses have been paid by Brown's and that the expenses are for eligible and reimbursable Project costs.

3. Brown's agrees to cooperate with Cheltenham's reasonable efforts to confirm that Commonwealth funds are released and/or disbursed for paid, eligible and reimbursable purposes.

4. Brown's agrees to reimburse Cheltenham for: (1) attorney's fees incurred in the preparation, negotiation and execution of this Agreement, the Cooperation Agreement and the Subgrantee Agreement, as well as any other attorney's fees reasonably incurred in carrying out Cheltenham's rights and obligations under the Cooperation Agreement and this Agreement (2) costs reasonably incurred by Cheltenham to confirm that the Commonwealth funds are released and/or disbursed only for paid, eligible and reimbursable purposes. Brown's shall make payment to Cheltenham within thirty (30) days of receipt of an itemized invoice. Itemized invoices shall be sent to Brown's to the following address:

Brown's Super Stores, Inc.  
700 Delsea Drive  
Westville, New Jersey 08093

**IN WITNESS WHEREOF**, the parties, intending to be legally bound hereby) have I caused this Agreement to be executed the day and month set forth above.

**TOWNSHIP OF CHELTENHAM**

Attest: \_\_\_\_\_

By: \_\_\_\_\_

**BROWN'S SUPER STORES, INC.**

Attest: \_\_\_\_\_

By: \_\_\_\_\_



CIVIL SERVICE COMMISSION

Revised: January 2011						
Length of Terms: 6 years						
Max. number of members: 3						
	<b>Membership</b>	<b>Nominee</b>	<b>Term Expires</b>	<b>Existing Term</b>	<b>Reappointed Incumbent</b>	<b>New Appointment</b>
1.	Township Commissioner	Commissioner Harvey Portner	Jan. 1, 2016	X		
2.	Public-at-Large	Bernard Borine	Jan. 1, 2015	X		
3.	Public-at-Large	James E. Reynolds	Jan. 1, 2013	X		
<b>Alternates</b>						
	Edward Hazewski		Jan. 1, 2015	X		
	Lois Young-Tulin		Jan. 1, 2015	X		



**ENVIRONMENTAL ADVISORY COUNCIL**

Formation: May 22, 2007 Revised: January 2011 Ordinance: No. 2134-07 Appointments to the council made on June 19, 2007 Maximum Membership: 7 Members Terms: 3-year terms, staggered									
	Membership	Name	Term		Existing Term	Reappointed Incumbent	New Appointment		
			Expires						
1.	Public at Large	Barbara Duffy	Jan. 1, 2013		X				
2.	Public at Large	William Mettler	Jan. 1, 2012		X				
3.	Public at Large	Lorna Rosenberg	Jan. 1, 2014			X			
4.	Public at Large	Mary Beth Carroll	Jan. 1, 2014			X			
5.	Public at Large	David Schultz	Jan. 1, 2014			X			
6.	Public at Large	Miriam Moss	Jan. 1, 2013		X				
7.	Public at Large	K. Daryl Carrington	Jan. 1, 2012		X				
	<b>Ex-Officio Members</b>								
	Lawrence Silverman								
	Janet Starwood								
	Amy Steffen								
	Thomas G. Bale								
	Justin S. Moriconi, Esq.								
	Jonathan D. Essoka, Ph.D.								
	Natalie Hursky								

HISTORICAL COMMISSION

Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment
Revised: January 2011					
Length of Terms: 2 years, staggered					
Max. number of members: not less than 15 nor more than 35					
1. Public-at-Large	James McCann, III	Jan. 1, 2013		X	
2. Public-at-Large	Louise Cohen	Jan. 1, 2012	X		
3. Public-at-Large	John F. Washington, Sr.	Jan. 1, 2013		X	
4. Public-at-Large	Stephen Banks	Jan. 1, 2013		X	
5. Public-at-Large	Peter Wiecek	Jan. 1, 2012	X		
6. Public-at-Large	Herschel Elias	Jan. 1, 2013		X	
7. Public-at-Large	Dorothy L. Spruill	Jan. 1, 2013		X	
8. Public-at-Large	Lois H. Hirsch	Jan. 1, 2012	X		
9. Public-at-Large	Mary L. Washington	Jan. 1, 2012	X		
10. Public-at-Large	John F. Washington, Jr.	Jan. 1, 2013		X	
11. Public-at-Large	Reynold H. Greenberg, Jr.	Jan. 1, 2012	X		
12. Public-at-Large	Barbara M. Bartlett	Jan. 1, 2013		X	
13. Public-at-Large	Benjamin F. Tisdale	Jan. 1, 2013		X	
14. Public-at-Large	Betty Joy Goldman	Jan. 1, 2013		X	
15. Public-at-Large	Christopher Heaven	Jan. 1, 2013		X	
16. Public-at-Large	Jacob Finkel	Jan. 1, 2012	X		
17. Public-at-Large	Joyce Werkman	Jan. 1, 2012	X		
18. Public-at-Large	Lenore L. Davies, AIA	Jan. 1, 2013		X	
19. Public-at-Large	David J. Harrower, AIA	Jan. 1, 2013		X	
20. Public-at-Large	Cynthia Breen	Jan. 1, 2013		X	
21. Public-at-Large	Heidi M. Morein	Jan. 1, 2012	X		
22. Public-at-Large	Thomas J. Wiecekowski	Jan. 1, 2012	X		
23. Public-at-Large	Ellen Gartner	Jan. 1, 2012	X		
OBSERVER					
SCHOOL DISTRICT	Dr. Darlene Davis, Superintendent				
EX-OFFICIO MEMBER:	John H. Valentine, M.D.				
HONORARY MEMBERS:	Walter Hall				
	Carolyn R. Ancker				

**HUMAN RELATIONS COMMITTEE**

	Revised: January 2011								
	Length of Terms: 1 year								
	Max. number of members: 7 (Ordinance No. 2186-08 changed HRC to 7 members - 2 Commissioners & 5 public)								
	<b>Membership</b>	<b>Nominee</b>	<b>Term Expires</b>	<b>Existing Term</b>	<b>Reappointed Incumbent</b>	<b>New Appointment</b>			
1.	Commissioner	Harvey Portner	Jan. 1, 2012		X				
2.	Commissioner	J. Andrew Sharkey	Jan. 1, 2012		X				
3.	Public-at-Large	Herschel Elias	Jan. 1, 2012		X				
4.	Public-at-Large	John DiFerdinando	Jan. 1, 2012		X				
5.	Public-at-Large	Myron Goldman	Jan. 1, 2012		X				
6.	Public-at-Large	Billy Robert Williams	Jan. 1, 2012		X				
7.	Public-at-Large	Mary Wylesol	Jan. 1, 2012			X			

LA MOTT BOARD OF HISTORICAL AND ARCHITECTURAL REVIEW

	Revised: January 2011								
	Length of Terms: 4 years, staggered								
	Max. number of members: 9								
	<b>Membership</b>	<b>Nominee</b>	<b>Term Expires</b>	<b>Existing Term</b>	<b>Reappointed Incumbent</b>	<b>New Appointment</b>			
1.	Dir. of Eng., Zoning & Inspections	David Lynch	Jan. 1, 2015		X				
2.	Member, Historical Commission	Reynold Greenberg	Jan. 1, 2015		X				
	Architect	vacant							
3.	Public-at-Large	Emma M. Trusty	Jan. 1, 2012	X					
4.	Public-at-Large	Genevieve Christopher	Jan. 1, 2014	X					
5.	Public-at-Large	Zilan Munas Bass	Jan. 1, 2014	X					
6.	Public-at-Large	Patricia L. Gerrity	Jan. 1, 2012	X					
7.	Public-at-Large	Darlene Melton	Jan. 1, 2015			X			
8.	Public-at-Large	Timothy C. Hinchcliff (realtor)	Jan. 1, 2014	X					

**LA MOTT COMMUNITY CENTER CITIZENS COMMITTEE**

Revised: January 2011									
Length of Terms: 2 years, staggered									
Max. number of members: 7									
<b>Membership</b>	<b>Nominee</b>	<b>Term Expires</b>	<b>Existing Term</b>	<b>Reappointed Incumbent</b>	<b>New Appointment</b>				
1. Dir., Parks & Recreation	John O. Hoover								
2. Dir., La Mott Community Center	Anthony Birdsong								
3. District Commissioner	Harvey Partner								
4. Commissioner and Chair of the Parks and Recreation Committee	Kathy Hampton	Jan. 1, 2012	X						
5. Public-at-Large	Jacob N. Nixon	Jan. 1, 2012	X						
6. Public-at-Large	Sonia Lynagh	Jan. 1, 2012	X						
7. Public-at-Large	Cynthia Mayes	Jan. 1, 2013							X

LIBRARY BOARD

Revised: January 2011									
Length of Term: 3 years									
Max. number of members: 7									
	Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment			
1.	Representative from the Board of Commissioners	Kathy Hampton	Jan. 1, 2012	X					
2.	East Cheltenham	Barbara Kotzin	Jan. 1, 2014		X				
3.	Elkins Park	Gerald J. Schorr	Jan. 1, 2014		X				
4.	La Mott	Stephanie Vacharat	Jan. 1, 2013	X					
5.	Glenside	Betsy S. Gabriel	Jan. 1, 2012	X					
6.	Public-at-Large	Tracey D. Carter	Jan. 1, 2013	X					
7.	Public-at-Large	Benjamin J. Ginsberg	Jan. 1, 2013	X					

PLANNING COMMISSION

Revised: January 2011		Length of Terms: 4 years (not more than 2 in any year)		Max. number of members: 7	
Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment
1.	Public-at-Large Irwin Goldfarb	Jan. 1, 2014	X		
2.	Public-at-Large Howard N. Greenberg	Jan. 1, 2013	X		
3.	Public-at-Large William Winneberger	Jan. 1, 2015		X	
4.	Public-at-Large Paul W. Gordon	Jan. 1, 2015		X	
5.	Public-at-Large Irvin P. Brookington	Jan. 1, 2013	X		
6.	Public-at-Large Thomas Cross	Jan. 1, 2014	X		
7.	Public-at-Large Eric Leighton, AIA	Jan. 1, 2014	X		
	Observer Dorothy M. Short				
	David Harrower				
	Ex-Officios Alan Cohen, P.E.				
	Thomas P. DiBenedetto, RA				
	J. Scott Laughlin				

**ROWLAND COMMUNITY CENTER CITIZENS COMMITTEE**

Revised: January 2011								
Length of Terms: 2 years								
Max. number of members: 7								
	Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment		
1.	Dir., Parks & Recreation	John O. Hoover						
2.	Dir., Rowland Community Center	Susan Fries						
3.	District Commissioner	Charles D. McKeown						
4.	Commissioner and Parks and Recreation Committee Chair	Kathy Hampton	Jan. 1, 2012	X				
5.	Citizen-at-Large	Henry P. Schuck	Jan. 1, 2012	X				

SHADE TREE ADVISORY COMMISSION

Revised: January 2011									
Length of Term: 3 years, staggered									
Max. number of members: 7									
	Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment			
1.	Arborist/Horticulturist	William J. Barry	Jan. 1, 2013	X					
2.	Public-at-Large	Gail F. Middleton	Jan. 1, 2012	X					
3.	Public-at-Large	Andrew L. Pesci	Jan. 1, 2014		X				
4.	Public-at-Large	Bernard S. Panzak	Jan. 1, 2014		X				
5.	Public-at-Large	Lewis R. Ruberg	Jan. 1, 2013	X					
6.	Public-at-Large	Stephanie S. Unger	Jan. 1, 2014		X				
7.	Public-at-Large	Ryan W. Winneberger	Jan. 1, 2013	X					







WYNCOTE BOARD OF HISTORICAL AND ARCHITECTURAL REVIEW

Revised: January 2011									
Length of Terms: 4 years, staggered									
Max. number of members: 9									
Membership	Nominee	Term Expires	Existing Term	Reappointed Incumbent	New Appointment				
1. Dir. of Eng., Zoning & Inspections	David Lynch	Jan. 1, 2014	X						
2. Member, Historical Commission	Peter Wieck	Jan. 1, 2013	X						
3. Public-at-Large	Paula O'Connor Suss	Jan. 1, 2015		X					
4. Public-at-Large	Stephen Banks	Jan. 1, 2014	X						
5. Public-at-Large	Linda M. Lowe	Jan. 1, 2014	X						
6. Public-at-Large	Rev. Mark Ainsworth	Jan. 1, 2015		X					
7. Public-at-Large	Melanie Valerio (realtor)	Jan. 1, 2015		X					
8. Public-at-Large	Kristin Milley	Jan. 1, 2013	X						
9. Public-at-Large	Arica Nevrbaumont	Jan. 1, 2015							X

**ZONING HEARING BOARD**

Revised: January 2011								
Length of Terms: 3 years, staggered								
Max. number of members: 3								
<b>Membership</b>	<b>Nominee</b>	<b>Expires Term</b>	<b>Term Existing</b>	<b>Incumbent Reappointed</b>	<b>New Appointments</b>			
1. Public-at-Large	Alan S. Gold	Jan. 1, 2013	X					
2. Public-at-Large	Peter R. Labiak	Jan. 1, 2012	X					
3. Public-at-Large	Amee S. Farrell	Jan. 1, 2014		X				
<b>Alternate Members:</b>	Stanley J. Ellenberg (alternate)	Jan. 1, 2013	X					
	Dawn L. Vahey (alternate)	Jan. 1, 2013	X					
	Michael P. McCann (alternate)	Jan. 1, 2014		X				

**INCUMBENTS NOT REAPPOINTED TO A COMMITTEE**

(at the request of the Incumbent)

**Committee**

**Incumbent Name**

Economic Development Task Force

Thomas Carboni

Substance Abuse and Mental Health Committee

Barbara Shoap

Twinning Committee

Herschel Elias

