

September 17, 2014
Curtis Hall

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

Staff present were Charlyn Battle, Director of Human Resources; Christopher Clewell, Public Works Superintendent; Michael Fleming, Public Works Coordinator; Nancy Gibson, Public Information and Complaint Officer; Brian Hinson, Acting Director of Parks and Recreation; John Norris, Chief of Police; Joseph O'Neill, Fire Marshal; Bruce Rangnow, Acting Director of Fiscal Affairs; and Bryan T. Havir, Township Manager. Also present was Joseph M. Bagley, Esq., Township Solicitor. A Public Attendance List is attached.

1. The meeting commenced at 7:30 p.m. with the Pledge of Allegiance being led by Commissioner Haywood.
2. Each member having received a copy of the Commissioners' Regular Meeting dated August 20, 2014 and Special Meeting Minutes dated September 2, 2014, upon motion of Mr. Haywood, 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 August, 2014, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners.
4. Each member having received a copy of the Accounts Paid Report for the month of August, 2014, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners.
5. Mr. Sharkey presented a Certificate and Pin to Sgt. Jesse Tyler upon the completion of 20-years of service with the Cheltenham Township Police Department.
6. Police Officer Rahiem Todd was sworn in by Magisterial District Judge Christopher Cerski.
7. At this time, Mr. Simon announced that since there were several interested residents present in the matter of tabling the Public Hearing on the Landmarks Ordinance as listed under review of the Public Affairs Committee, he would proceed directly to discussion of that matter. There were extensive questions from the public and responses from the Board of Commissioners and Mr. Bagley that focused on the process of Ordinance adoption, the status of said Ordinance, the next process for said Ordinance, and statutory requirements of adopting an Ordinance. Mr. Simon asked that anyone interested in receiving information about future meetings on the Ordinance sign the Public Attendance List provided in the lobby and mark their names accordingly.

Upon motion of Mr. Simon, the Board of Commissioners unanimously approved tabling the Public Hearing scheduled for September 17, 2014 to consider the adoption of an Ordinance amending the Code of the Township of Cheltenham, establishing Chapter 175, entitled "Local Landmarks"; providing criteria for qualification as Local Landmarks; providing for Certificates of Appropriateness; and providing for penalties for violation of the Ordinance.

8. Review of the Public Works Committee Regular Meeting Minutes dated September 10, 2014.

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application W14-125 to Jessica Daniels, owner of 109 Webster Avenue, Wyncote relating to: i.) Replacement of a brick driveway with asphalt to abut neighbor's existing asphalt driveway; ii.) Placement of a railing on the rear exterior steps due to safety concerns.

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the request for a Change Order in the amount of \$16,650.00 to Cardno BCM Engineering for the design to eliminate the Public Works pump station, as part of Interceptor 2A/2B/3 and portion of 4 of the Township's Interceptor A Sanitary Sewer Replacement Project, as outlined in the proposal dated July 15, 2014.

c. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved Cheltenham Township Land Development Application No. 14-0511-01 from Calvary Assembly of God, 7910 Washington Lane, Wyncote, subject to receipt of a review and approval letter from the Township Engineer (see attached).

d. A Wastewater Service Agreement with Abington Township was considered. Mr. Havar advised that Abington Township did not make any changes to the agreement but did make one change to the flow capacity flow capacity shown in Exhibit 1 in accordance with the requested changes per our engineer's recommendation.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved an Inter-municipal Wastewater Service Agreement between the Township and Abington Township (see attached).

Mr. Sharkey asked for the status of Act 537. Mr. Havar responded that both Abington Township and Jenkintown Borough adopted supporting Resolutions. He has a meeting next month with the PA Department of Environmental Protection to start the approval process that may be completed by the end of the year.

e. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the annual (winter season) Snow and Ice Contract 2014-2015 with Montgomery County for services on Easton Road within the Township from October 1, 2014 to April 30, 2015 in the amount of \$5,939.66.

f. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Five-Year (winter season) Agreement with the Commonwealth of Pennsylvania for services on State Roads within the Township from October 15 to April 30 of each season for the years 2014-15, 2015-16, 2016-17, 2017-18 and 2018-19 for a payment of \$52,880.48 for the 2014-15 winter

season with subsequent seasons based upon a rate established by the Department of Transportation for each particular season.

g. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 30-14** authorizing signature authority for agreements between the Township and Pennsylvania Department of Transportation for the Five-Year (winter season) Agreement for services on State Roads within the Township (see attached).

h. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously received the Public Works Committee Regular Meeting Minutes dated September 10, 2014.

9. Review of the Public Safety Committee Regular Meeting Minutes dated September 3, 2014:

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2288-14** amending Chapter 285 of the Township Code entitled "Vehicles and Traffic" (see attached).

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously received the Public Safety Committee Regular Meeting Minutes dated September 3, 2014.

10. Review of the Public Affairs Committee Regular Meeting Minutes dated September 3, 2014:

a. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Resolution No. 28-14** authorizing the filing of a grant application for the Tookany Creek Pedestrian Trail, Phase III (see attached).

b. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Resolution No. 29-14** authorizing the filing of a grant application for retrofitting the restroom facilities at the Elkins Park Library (see attached).

c. Upon motion of Mr. McKeown, the Board of Commissioners unanimously received the Public Affairs Committee Regular Meeting Minutes dated September 3, 2014.

11. Review of the Building and Zoning Committee Regular Meeting Minutes dated September 3, 2014:

a. Upon motion of Mr. Haywood, the Board of Commissioners unanimously approved the Parking Analysis for 2 Roberts Block Building.

b. Mr. Simon noted a typo in the Minutes and asked they be amended, i.e. Mr. Haywood, not himself, called the meeting to order.

c. Upon motion of Mr. Haywood, the Board of Commissioners unanimously received the Building and Zoning Committee Regular Meeting Minutes dated September 3, 2014, as amended.

12. Review of the Parks and Recreation Committee Regular Meeting Minutes dated

September 10, 2014:

a. Upon motion of Mr. McKeown, the Board of Commissioners unanimously awarded a Contract for Construction Services for the Roof Replacement Project at the Rowland Community Center to Laurant Construction, 3 Meadows Court, Pennington, NJ in the amount of \$329,569 that includes the contractor's base bid plus Item 2 and Item 3, being the lowest responsible bidder meeting Township specifications and being within budgetary limitations.

b. Upon motion of Mr. McKeown, the Board of Commissioners unanimously rejected the bids submitted for the Glenside Hall Floor Replacement Project because they exceeded budgetary limitations.

Mr. Sharkey believed that future consideration needed to be given to renewing the lease with a certain dance group whose activities appear to put a lot of wear and tear on the floor. Mr. Havir stated that the project is again going out to bid with a new scope of work prepared by the architect that could bring the cost within budget.

Mr. Sharkey asked for an update on the exclusive catering services for Curtis Hall. Mr. Havir reported that the new Assistant Township Manager will be given responsibility for analyzing the response to the Request for Proposal received from Conroy Catering. Mr. McKeown commented that Conroy Catering has a responsible reputation.

c. Upon motion of Mr. McKeown, the Board of Commissioners adopted a Permit and Fee Policy for use of the Township's fields as presented this evening (AYES: McKeown, Norris, Rappoport, Simon; NAYES: Sharkey).

d. Upon motion of Mr. McKeown, the Board of Commissioners unanimously received the Parks and Recreation Committee Regular Meeting Minutes dated September 10, 2014.

13. Under Old Business:

a. Ms. Rappoport asked how the Township's Property Maintenance Code provides protection for historic resources and if other Township Ordinances protect such properties from demolition by neglect. Mr. Bagley responded that it regulates measurable things and habitability of the building, and there are no other Ordinances regulating demolition by neglect. Mr. Simon stated that the Property Maintenance Codes addresses all structures and not just historic ones.

b. Mr. McKeown asked for an update on Kerlin Farm. Mr. Bagley advised that the court decision was received this date, and the Zoning Hearing Board's decision has been upheld. Mr. Bagley further advised that if the Township could appeal the court decision if it wishes to do so but the developer could still proceed in the meantime.

14. Under New Business – In accordance with the Code of the Township of Cheltenham and the Home Rule Charter, the Township Manager presented the appointment of Alyson E. Elliott as Assistant Township Manager for the Board's advice and consent. He reviewed her resume and stated that she would commence employment on a part-time basis on

September 24, 2014 and be employed as full-time in November. Mr. McKeown questioned why she would begin as part-time. Mr. Havir advised that she has a contractual obligation with her current employer.

Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the appointment of Alyson E. Elliott to the position of Assistant Township Manager effective September 24, 2014.

15. Under Citizen Forum – Edith Cerebi, a Wyncote resident and representative of the Cheltenham Chamber of Citizens, stated that Wyncote and Jenkintown residents have formed a coalition to restore the station to its former prominence, preserve the architectural achievement of Horace Trumbauer, and maintain the station’s historic integrity. She gave a powerpoint presentation in that respect (see attached). Ms. Cerebi stated that the train station is located at the gateway to the Wyncote Historic District, and the station building and canopies are deteriorating and are being neglected by SEPTA. Mr. Sharkey noted that Ms. Rappoport brought the issue to the Commissioners’ attention, and they have asked the Township Manager to request that State Representative McCarter reach out to SEPTA to arrange a meeting in this respect.

Mr. Rappoport stated that she will recommend a Resolution in support of residents’ efforts at the Public Affairs Committee meeting on October 1, 2014.

There being no further business, upon motion of Mr. Simon, the Board of Commissioners unanimously approved adjournment of the meeting at 9:15 p.m.



Bryan T. Havir
Township Manager

as per Anna Marie Felix



August 20, 2014

Mr. Bryan T. Havir, PP, AICP
Township Manager
Township of Cheltenham
8230 Old York Road
Elkins Park, PA 19027-1589

Re: **CALVARY ASSEMBLY OF GOD**
7904 & 7910 Washington Lane
Cheltenham Township, Montgomery County, Pa.
Job No. 14045

Dear Mr. Havir:

In accordance with your request, I have reviewed the revised subdivision and land development plans for the subject project. This submission consists of a plan set containing twenty-five sheets, a Post Construction Stormwater Management Plan Report and an Erosion and Sediment Control Plan Narrative. All documents are last revised July 1, 2014.

This application requires both Subdivision and Land Development approval consolidating Tax Units 27 and 35. A note must be added to the Record Plan requiring the consolidation and the recording of a deed of consolidation.

The comments remaining from my May 22, 2014 report are repeated below, using the same numbering system. Satisfied comments have been deleted. My new explanatory comments are shown in *italics*.

MODIFICATIONS (WAIVERS) REQUESTED

The following modifications were requested by the applicant.

1. SALDO 260-8 - Requirement to provide widening along Curtis Park Drive.

The development along Curtis Park Drive includes one (1) residential driveway. No additional traffic will utilize Curtis Park Drive to access the Calvary Assembly of God property therefore minimum traffic impacts will occur that would require the need for roadway widening.

I have no objection to this waiver request.

2. SALDO 260-15 - Requirement to provide widening along Curtis Park Drive.

The development along Curtis Park Drive includes one (1) residential driveway. No additional pedestrian traffic will utilize Curtis Park Drive to access the Calvary Assembly of God property therefore minimum pedestrian traffic impacts will occur that would require the need for sidewalks.

I have no objection to this waiver request.

3. SALDO 260-18 - Requirement to provide widening along Curtis Park Drive.

The development along Curtis Park Drive includes one (1) residential driveway. The area along this portion of Curtis Park Drive is planted with large trees that will act as shade trees.

I have no objection to this waiver request.

4. SALDO 260-27.C - Requirement to provide widening along Curtis Park Drive.

The development along Curtis Park Drive includes one (1) residential driveway. No additional traffic will utilize Curtis Park Drive to access the Calvary Assembly of God property therefore minimum traffic impacts will occur that would require the need for curbing.

I have no objection to this waiver request.

5. SALDO 260-30 - Requirement to provide an Environmental Impact Study

The provided plans and reports in support of the Calvary Assembly of God Minor Subdivision and Land Development include information pertaining to the requirements of the Environmental Impact Study. Property values, population density or the character and aesthetics of the area will be minimally affected, if affected at all, by this development.

I have no objection to this waiver request; however, I would recommend reserving the right to a traffic study. So far, the need for a traffic study has neither been warranted, nor requested.

6. SALDO 260-32.D.2 - Requirement to provide existing features within four hundred feet (400') of the property.

The proposed improvements include the construction of a 13,937 square foot multi-purpose building with associated driveways, parking, storm sewer, stormwater management facilities and public utilities. No work outside of the property lines is proposed with the exception of along Washington Lane. Existing features shown on the Minor Subdivision and Land Development Plan is sufficient for this development.

I have no objection to this waiver request.

7. SALDO 260-9.B - Requirement to provide rounded curb lines with a minimum radius of thirty feet (30').

The proposed rounded curb lines along Washington Lane are thirty feet (30') and fifteen feet (15'). Existing utility poles limit the radii of the curb lines exiting the property. The radii of the proposed curb lines along Washington Lane have been increased to the greatest extent possible.

I do not support this waiver request since it may be difficult for larger vehicles to exit and stay within the travel lane. I recommend the proper radius be provided.

SUBDIVISION AND LAND DEVELOPMENT - CHAPTER 260

1. Provide a Lighting Plan including a point-by-point foot-candle illumination diagram. §260-2.

I was concerned about illumination levels that spilled out past the perimeter of the parking lot. The illumination points should extend out to the "zero" levels. Furthermore, lighting needs to be provided along the northeasterly and southeasterly sides of the church for both vehicular and pedestrian safety. Provide a detailed Light Fixture Schedule that specifies exactly what is being proposed (i.e. Lamp, pole heights, wattage, type, etc).

2. It must be established if Curtis Park Drive is a legally opened public street or private street. Determine if this property has the right to take vehicular access to the same. §260-5.

I cannot find the reference in the deed stating that Curtis Park Drive is a legally opened public street.

3. *Satisfied.*

4. Provide an ultimate right of way line along Washington Lane and offer the same for dedication. I would recommend that the deceleration lane and the existing sidewalk to northeast be included within the right of way. A pedestrian easement must be provided for the new sidewalk. §260-8A.

I recommend that right of way dedication be provided for the sidewalk in lieu of the pedestrian easement. This would provide a continuous extension of the existing right of way line along Washington Lane, as provided along southwesterly section. The pedestrian crosswalk at the new driveway entrance must be provided and must be in front of the stop bar. The crosswalk location, as shown though the vehicular stack, is not safe.

5. The new curb radii for new Washington Lane driveway are too small. *Increase to at least 30 feet.* §260-9.B.

6. A clear sight triangle must be shown for Curtis Park Drive. §260-9.D.

Provide a clear sight triangle for the intersection of Curtis Park Drive and Washington Lane. Existing non-conformities may remain.

7. The *grade of Washington Lane* at the new driveway intersection exceeds the maximum permitted grade of 3%. This is an existing non-conformity at the existing driveways. §260-11.

8-9. *Satisfied.*

10. An existing overhead utility line passes though the new building; therefore, is likely that an easement exists. The right to construct the building within the easement and the relocation of this facility must be addressed. §260-20.

11. Nothing is permitted to be placed within sanitary sewer easements and it must be kept as lawn. The parking lot is over the existing sanitary sewer easement. §260-20.B(2).

This is an existing non-conformity. I have no objection to paving within the sanitary sewer easement.

12. Concrete monument the rights of way along both Washington Lane and Curtis Park Drive. Pin all other property corners. Provide specifications for the pins and monuments. §260-24.

Pins must be a minimum of 5/8" diameter by 24" long.

13. How is the water contributing to the existing 30 inch pipe going to be managed post-development? §260-25.

Concentrated discharge of runoff directed toward the adjoining property from the new 30" storm sewer will not be permitted. The downstream property owner will experience both an increase in peak discharge and concentration flow. A similar condition is created by pipe #42

14. *Satisfied.*

15. The grade of the new residential court yard is too high. Drainage must be away from the garage. §260-25.

Both the existing and proposed conditions are too high.

16. *Satisfied.*

17. The cross pipe is required under the new driveway access from Curtis Park Drive. §260-25

Provide the pipe inverts and verify that adequate pipe cover is provided.

18-19. *Satisfied.*

20. A new inlet must be provided on Washington Lane immediately uphill of the driveway entrance. §260-25.A.

Regardless of PennDOT's position, I recommend this inlet.

21. The distribution pipes in the basins must not be smaller than the contributing storm sewer. §260-25.B.

22. Provide inlets or manholes at all pipe ends in both beds. §260-25.C.

23. Describe all easements by metes and bounds on the Record Plan. §260-25.C.

The description of the Proposed Sanitary Sewer Easement is incomplete.

24. The sanitary sewer extension must remain private. Provide a design and details. Consideration should be given to eliminating this extension and replacing the existing lateral in place. §260-26 & §260-34.D.

Relocate sewer main to the center of the easement to avoid encroachment on the adjoiner. (The sewer is 10 feet deep; but less than 2 feet from the property line.) The manhole detail shown is for storm sewers, not sanitary sewers.

25-28. *Satisfied.*

29. The Existing Resource & Site Analysis Plan must be supplemented to show the complete storm sewer system (type, size and inverts) on and adjacent to the site. Of particular concern are the path and ultimate discharge of the 24" basin outlet pipe, the storm sewer along Washington Lane, the Curtis Park Drive inlet and cross pipe, the gutter and inlet piping adjacent to the dwelling, and the storm sewer northwest of the church. §260-32.D.

Provide requested information.

30. Show all existing utility services to the dwelling and church. §260-32.D(4).

Provide requested information.

31. Show all utilities, pavement markings and the opposite curbline along Washington Lane. §260-32.D(4).

Provide requested information. The opposite curbline does not indicate the Green Lane intersection.

32. The actual shape of *the shed is different* than shown. §260-32.D(6).

33-34. *Satisfied.*

35. Provide details of all retaining walls. *Provide guards.* §260-32.E(7)

36. Provide a copy of a recent title report. §260-33.C(1)(h)

A copy of the title report cannot be found on Sheet 2.

37. Use the current PaDOT RC Publication for inlet and grate details. §260-34.E.

The Type C Inlet and Bike Grate Detail are not from the current standards.

38. Both Land Development and Escrow Agreements must be prepared and recorded. §260-37.

WATERSHED STORMWATER MANAGEMENT- CHAPTER 290

1. The uphill watershed boundaries shown appear too small. A field view and a review of Lidar mapping appears that the watershed extend up to, and perhaps even past, Church Road. §290-13.B(18).

The low point of Church Road (where the word "Church" is shown) and the area uphill appear to be contributing to the watershed. Correct the scale on Sheet 5 of 7.

2. An access easement must be provided around all the stormwater facilities. §290-13.B(19) & §290-34.

The note must be reworded to state that the township has the right, but not the obligation of maintenance.

3. I am concerned about the use of inlets 4 and 27 as emergency basin overflows. I recommend that the overflows be directed away from adjoining properties and dwellings and be piped to a natural drainageway. Furthermore, both inlet grates are higher than the adjacent parking lot elevations allowing ponding in the parking lot and allowing water to spill out of the parking lot before the inlets function as intended, §290-18.G.

4. *Satisfied.*

5. *I identified several items in the PCSM Plan Report that effect the output results.*

- a. *The stage-discharge chart, for both basins, indicates outflow from the 18 inch culvert starting at the pipe invert elevation; however, there is no flow from this culvert until the basins area full. This computer modeling suggests the basins will not to fill-up and overflow; while in reality this will happen.*
- b. *The zigzag in the Stage-Storage Chart does not seem possible.*
- c. *The "contour area" for Basin 1 is 7,000 sf, not 7,700 sf.*
- d. *The weir crest elevation for Basin 1 is 260.2, not 261.5.*
- e. *The parking lot will still flood before the overflow weir functions. (Basin 1 –Weir = 260.20 vs. Paving Corner = 260.50. Basin 2 –Weir = 244.15 vs. Paving Corner = 243.18.)*
- f. *The discharge hydrographs indicate significant outflows (14 cfs & 20 cfs), much greater than the infiltration rates; however, the outflow are stated as zero.*
- g. *How does runoff contribute to the Vegetated Filter Strip considering the barrier curb and sidewalk?*
- h. *Add a spot elevation at the corner of the parking lot over Basin 2.*
- i. *It is my opinion that both basins require a pipe discharge for both routing and emergency overflow.*

6. The pre-development runoff calculations must either include the stormwater rate control benefit of the existing basin or the pre-development runoff condition must consider the site in its natural condition. §290-24.C.

Comment remains. (The 20% meadow criteria is allowed in the BMP Manual is only for Volume Control, not Rate Control.)

7. It appears that the Rational "C" coefficients were established by a conversion of the NRCS TR-55 "CN's" per the "1981 Rawls Table". (I seriously question how the Open Space "C" coefficient can be less than that of Meadow. I feel lawn should be considered "Pasture" since the lawn and pasture CN's are the same per TR-55. Also, the slope range should be 6%+.) Regardless, all undeveloped land should be considered meadow. §290-24(C) & §290-24(I).

Satisfied, except all undeveloped land should be considered meadow. §290-24(C) & §290-24(I).

8. The Operation and Maintenance Plan, the Operation and Maintenance Agreement and the Easements must be prepared and recorded. §290-31(A) & §290-33.

9. Indicate the disposition of water from all existing and proposed roof drains. §290-37.B.

I cannot find the location of the existing and proposed roof drains on the plan.

10. The Right-of-entry and Inspection note must be added to the O&M Agreement. §290-39 & 40.

ZONING ORDINANCE- CHAPTER 295

1. A determination is to be made if the outdoor basketball courts are a permitted accessory use. §295-21(E).

I defer this opinion to Mr. Henry Sekawungu.

2. A determination is to be made whether the property line along Green Lane is to be considered a front yard since two properties use this right of way for site access. §295-24(A).

I defer this opinion to Mr. Henry Sekawungu.

3. *Satisfied.*

4. It appears that some small areas of steep slopes exist within the development area. Provide a Steep Slope Analysis Plan. Chapter 295 Article XXII §295-163 to 175.

Steep slope exist within the areas of proposed construction. These steep slopes appear to be man-made and are permitted as an exception per Chapter 295 Article XXII §295-164(B). I defer this opinion to Mr. Henry Sekawungu.

5. If new signage is proposed it must comply with Chapter 295 Article XXV §295-192 to 200.

Statement.

6. *Satisfied.*

7. In the R3 zoning district, the entire front yard must be maintained as either lawn or landscaping, except for one driveway. §295-220(A).

I count three driveways; however, I defer this opinion to Mr. Henry Sekawungu.

8. *Satisfied.*

9. The parking areas must be screened from the adjacent residential uses. §295-221.B(3).

I defer this opinion to the Shade Tree Commission.

10-11. *Satisfied.*

12. Provide Bike Parking. §295-221.E.

Satisfied. The note on Sheet 6 should read "1 BIKE SPACE PER 10 PARKING SPACES"

13-14. *Satisfied*

15. Provide architectural floor plans for both the existing church and the proposed multipurpose building to verify gross floor areas used in the parking calculations. §295-221.H.

A simple sketch of the floor plans of the existing church would be acceptable.

16. The requirement for loading (other than passengers) must be evaluated. §295-221.K.

How about loading and deliveries?

MISCELLANEOUS COMMENTS

1. Both sidewalks in front of the new building are graded like swales. The grading must be adjusted to eliminate the concentration of runoff and slipping hazard. §255-8.A.

Pitch the sidewalk between the building and on-way driveway into the driveway.

2-4. *Satisfied*

5. *Indicate a 12" joint seal of PG 64-22 along all curb lines.* Use PG 64-22 in lieu of AC-20.

6. Indicate the required ADA signs in the ADA parking detail. When these signs are less than three feet from the curbface, they must be mounted in a bollard.

Also provide sign R7-8A at the Van Accessible stalls and sign R7-8F for all ADA stalls.

7. *Satisfied.*

8. The drop-off of day care traffic must be discussed and addressed.

I defer this opinion to Mr. Henry Sekawungu.

9. I recommend the porte-cochere columns be protected with a barrier curb island.

10-13. *Satisfied*

REQUIRED PERMITS AND APPROVALS.

The following permits and approvals are required.

1. Approval by the Township Fire Marshal. A turning movement study must be performed to see if the proposed improvement accommodate the township's Pierce Ladder Truck.

Both the inside and outside overhang of the design vehicle must be added to the turning movement study. I am really not sure what the two solid lines on each side of the centerline represent.

2. A PaDOT Highway Occupancy Permit must be obtained for both driveway entrances and the improvements along Washington Lane. Of particular concern is the ability to provide the required sight distances for the new driveway.
3. Approval by the Township Sewer Department and the purchase of EDU's. Note that the sewers are under a PaDEP Corrective Action Plan.
4. Sewage facilities planning approval from the PaDEP.
5. An NPDES Stormwater Permit (PAG-02) must be obtained.

Should you have any questions, please feel free to contact me.

Very truly yours,



JOSEPH M. ESTOCK, P.E., P.L.S
Municipal Engineering Consultant

cc: Mr. Henry Sekawungu
Pastor John A. Holt
Mr. Joseph Nixon
Mr. Jon S. Tresslar, PE, PLS

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND ABINGTON TOWNSHIP

The Agreement ("Agreement") is made this 11th day of September, 2014, ("Effective Date") by the Township of Cheltenham, Montgomery County, Pennsylvania ("Cheltenham") a body corporate and politic organized under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 8230 Old York Road, Elkins Park, Pennsylvania, and the Township of Abington, Montgomery County, Pennsylvania, ("Abington"), a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 1176 Old York Road, Abington, Pennsylvania (collectively referred to as the "Parties").

BACKGROUND

WHEREAS, Cheltenham owns and operates wastewater collection and conveyance facilities providing service to convey Wastewater ("Wastewater Conveyance Services"); and

WHEREAS, the Parties have entered into prior Wastewater Agreements whereby Cheltenham agreed to provide Abington with Wastewater Conveyance Services; and

WHEREAS, the Parties are subject to revised conditions contained in the Agreement between Cheltenham and Philadelphia; and,

WHEREAS, the Parties desire to rescind all previous Agreements prior to the effective date of the Agreement; and

WHEREAS, a revised Agreement between Cheltenham and Abington is required in order to update the regional PA Act 537 Sewage Facilities Plan; and

WHEREAS, Abington desires to continue to procure Wastewater Conveyance Services from Cheltenham to ensure conveyance to the City of Philadelphia ("City") for wastewater treatment for Abington; and

WHEREAS, the Parties desire to enter a new Wholesale Wastewater Agreement, which shall address, but is not limited to, Abington's Flow Limits at its Points of Interconnection with Cheltenham's Conveyance System, Conveyance Fees, Pass-Thru City Wastewater Treatment Fees, Exceedance Fees, and Management and Administration Fees.

WHEREAS, Cheltenham may at times be managing a Corrective Action Plan ("CAP") mandated by the Pennsylvania Department of Environmental Protection ("PADEP"), which requires Cheltenham to maximize the conveyance capacity in its sanitary sewer system and to minimize the volume and duration of discharges from Sanitary Sewer Overflows ("SSOs"), and a

Connection Management Plan (“CMP”) mandated by PADEP, which defines and restricts the number of new connections to its sanitary sewer system; and

WHEREAS, Cheltenham, in order to eliminate and prevent SSOs, must limit the inflow and infiltration from sanitary sewer systems within Cheltenham and from its tributary customers, including Abington; and

WHEREAS, Cheltenham desires to provide and Abington desires to utilize Wastewater Conveyance Services in accordance with the terms and conditions set forth in this Agreement.

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

I. DEFINITIONS

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

- A. **Act 537 Plan**: A comprehensive plan for the provision of adequate sewage systems adopted by a municipality or municipalities possessing authority or jurisdiction over the provision of the systems, and submitted to, and approved by, the PADEP, as required by the Pennsylvania Sewage Facilities Act.
- B. **BOD₅ – Biochemical Oxygen Demand**: The quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory procedures for

five (5) days at 20 degrees Celsius, expressed in terms of milligrams per liter (mg/l)

- C. City: City of Philadelphia
- D. Days: Days shall be Calendar Days.
- E. DRBC: Delaware River Basin Commission.
- F. EDU: Equivalent Dwelling Unit, equal to 262.5 gallons per day.
- G. Effective Date: The date that this intermunicipal Agreement is fully executed.
- H. EPA: United States Environmental Protection Agency.
- I. Fiscal Year: A fiscal year shall be the year beginning on January 1st of any given year and ending on December 31st of the same year.
- J. Flow Limit: The maximum amount of Wastewater that may be discharged by Abington to Cheltenham as measured in Millions of Gallons per Day (“MGD”) and/or Cubic Feet per Second (“CFS”) for treatment as specified in Exhibit 1.
- K. Flow Exceedance: The condition in which sewage flow through any point of connection exceeds the low Limit at that point of connection.
- L. Industrial User: Any person that introduces an indirect discharge regulated under the Clean Water Act, state or local law to the POTW.
- M. Loading Limits: The maximum Biochemical Oxygen Demand (“BOD₅”) and Total Suspended Solids (“TSS”) loadings that may be discharged to Cheltenham’s conveyance system and the City for treatment.
- N. NEWPCP: Northeast Water Pollution Control Plant.
- O. Non-domestic User: Commercial, industrial or municipal users who discharge to the POTW.
- P. PADEP: Commonwealth of Pennsylvania Department of Environmental Protection
- Q. PCB: Polychlorinated Biphenyls.
- R. Prohibited Exceedance: Any exceedance of the Flow and/or Loading Limits established in this Agreement and Exhibits.
- S. POTW – Publically Owned Treatment Works. The treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. 1251), which is owned by the City, including any devices and systems used in the storage, treatment, recycling, or reclamation of municipal sewage and industrial waste. This definition includes

any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, sewer or other conveyances not connected to a facility providing treatment. POTW shall also include any sewers that convey wastewater to the POTW from persons outside the City who are, by contract or agreement with the City, users of the City's POTW.

- T. Significant Industrial User ("SIU"): (1) any Industrial User subject to any national Categorical Pretreatment Standard; or (2) any Industrial User that discharges an average of 25,000 gallons per day or more of process wastewater to the POTW (excluding sanitary, non-contact cooling and boiler blow-down wastewater) or contributes a process waste stream which makes up five percent (5%) or more of the average dry weather hydraulic or organic capacity of the POTW treatment plant; or (3) any Industrial User that is found by the City, PADEP, or EPA to have a reasonable potential, either alone or in conjunction with other discharges, to adversely affect the POTW, the Collector system, the Solid Waste By-Products of the POTW, or air emissions from the POTW.
- U. TSS: The total suspended matter that floats on the surface of, or is suspended in water, wastewater or liquids, and which is removable by laboratory filtering expressed in terms of concentration (milligrams per liter (mg/l)).
- V. Wastewater: The liquid waste and associated by-products conveyed by a sewer and may include domestic, commercial and industrial discharges.

II. TERM

- A. This Agreement shall become Effective on the Date this Agreement is fully executed and shall continue in force and effect unless terminated earlier as provided herein. through and until June 30, 2025 at which time it shall expire.
- B. Either Party shall have the right to terminate this Agreement as per terms and conditions of PADEP, for "cause" at any time, but only after twelve (12) months written notice. "Cause" shall mean:
 - (1) Continuing exceedances of any of the Flow Limits contained in Exhibit 1, attached hereto and fully incorporated by reference. However, as long as Abington remains in full compliance with Section III, Paragraph C, the Township's existing exceedances shall not be deemed "cause" under this paragraph".
 - (2) Failure by Abington to meet its financial obligations under this Agreement for a period of three (3) consecutive billing periods.
 - (3) Failure by Either Party to comply with a final decision or determination of an Arbitration Panel or court of competent jurisdiction rendered under this Agreement within three (3) months of the date the decision or determination

became final, unless otherwise specified by the Arbitration Panel or court competent jurisdiction.

- (4) Failure by Cheltenham to provide conveyance and treatment access as provided in this Agreement.

III. SCOPE OF SERVICES/WASTEWATER LIMITS

- A. **Quantity**: Cheltenham shall convey all wastewater and its by-products delivered by Abington from approved points of interconnection identified in Exhibit 1 of this Agreement.
- B. **Flow and Loading Limits**: The wastewater delivered by Abington to Cheltenham shall not exceed the Flow Limit as set forth in Exhibit 1 of this Agreement (“Flow Limits”). Any BOD and/or TSS exceedances noted by the City, upon determination of the source, will be allocated to, and paid for, by the source whether Cheltenham, Jenkintown, Abington and/or City, in proportion to the source’s exceedance of the total BOD and/or TSS exceedance noted by the City. If the source is not determined, the BOD and/or TSS exceedance shall be paid for by Cheltenham, Jenkintown, Abington and City in proportion to the flow allocation percentages and locations set forth in Exhibits 2A and 2B attached hereto.
- C. **Prohibition on Discharges that Exceed the Flow Limit**:
 - (1) Abington’s wastewater flow from each point of connection shall not exceed the corresponding Flow Limit for the connection point as set forth in Exhibit 1 of the Agreement. In the event Abington exceeds any of its Flow Limits, no sewer extensions or modifications that will cause or contribute to an exceedance of Abington’s Flow Limits shall be permitted without the prior written approval of Cheltenham unless required by a regulatory agency with jurisdiction or contained in an approved CMP. Abington shall be responsible for all of Cheltenham’s costs and damages caused by Abington’s exceedances of the stated Flow Limits.
 - (2) Within sixty (60) days of the effective date of this Agreement Abington shall submit a report to Cheltenham detailing the inflow and infiltration (“I/I”) reduction work performed in the Township, future planned I/I work, and a schedule for implementation; and within sixty (60) days of any request for such issued in writing by Cheltenham, Abington shall develop and implement an I/I reduction program, which will employ I/I reduction technologies and implementation of I/I reduction strategies consistent with Cheltenham’s Corrective Action Plan (“CAP”) mandated by PADEP.
 - (a) If, notwithstanding the implementation of the program under Section III.C(2), Abington is exceeding its Flow Limits and/or Loading Limits, a report shall be submitted to Cheltenham within sixty (60) days of notice that Abington is exceeding any of its Flow and/or Loading Limits which includes a description and proposed timeline for an I/I

reduction program in the Tookany Basin within Abington Township. The report shall address the reasons for the flow exceedance(s), level of exceedance(s), corrective action(s) to eliminate the exceedance(s), milestone dates for each corrective action to eliminate the exceedance(s) and flow data from remedied areas, including additional flow metering if reasonably needed. A quarterly update shall be submitted to Cheltenham by the fifteenth day of the month following the end of the quarter.

- (3) Within thirty (30) days of receipt of the report referred to in section III C (2) (a), authorized representatives of Abington and Cheltenham shall meet to discuss the content of Abington's I/I reduction program, including any revision to be required to conform with Cheltenham's Corrective Action Plan prior to implementation of the program. Unless Cheltenham submits written amendments to the program to Abington no more than forty-five (45) days after the meeting, the I/I reduction program shall be deemed to be approved.

If Cheltenham is subject to charges by the City for failure to submit a written plan of action to eliminate prohibited exceedances and Abington has exceeded its Flow Limit during any part of the time period the prohibited exceedances occurred, then Abington will pay as follows:

- (4) (a) If neither municipality submits a plan to the City which is approved, or if a joint plan developed by both municipalities is not approved by the City, Abington shall pay its share of the charges imposed by the City corresponding to the ratio of Abington's exceedance of its Flow Limit to the total amount of prohibited exceedances for which notice has been provided by the City; or,
- (b) If only one municipality fails to submit an approvable plan, that municipality shall be responsible for the full amount of the charges to the City. Should Abington and Cheltenham agree to challenge such charges imposed by the City, all legal costs and attorneys' fees will be apportioned to each municipality in accordance with the ratio of each municipality's respective exceedance of its Flow Limit to the total amount of prohibited exceedances for which notice has been provided by the City.
- (5) In the event of a Flow Exceedance by Abington, nothing herein shall require Cheltenham to certify the availability of, and/or make available, conveyance capacity within the Cheltenham sanitary sewer system for Abington for additional connections, except as provided under a PADEP Connection Management Plan (CMP), until Flow Exceedance have been eliminated, or abated sufficiently for PADEP to approve each connection. If PADEP proposes to restrict or expand EDUs for Cheltenham by way of a CMP, Abington shall be included in all such discussions with PADEP. Provided Abington is not exceeding its Flow Limits, in the event that EDUs in Cheltenham are increased via a CMP, Cheltenham shall assign a share of the

EDUs approved by PADEP to Cheltenham, Jenkintown, and Abington in proportion to each party's cost sharing percentage, except for EDUs released due to specific I & I reduction as the result of work performed and/or financed by a particular party or parties; provided, however, if allocation by PADEP is a requirement of the release of EDUs under a CMP, then the allocation need not be made unless PADEP approves it.

- (6) Under no circumstances whatsoever shall the additional flow from any new or enlarged sanitary sewer, should such be built by Abington, cause or contribute, by virtue of its flow exceedance, to the unpermitted discharge of sewage from anywhere within Cheltenham or the City.

D. Exceedance Charges:

Exceedances of the Abington's Flow Limit can cause serious environmental and operational problems for Cheltenham. Exceedances can cause localized sections of Cheltenham's sewer system to become surcharged and result in unpermitted discharges of sewage within Cheltenham. Exceedances can increase or contribute to the volume and duration of SSOs contrary to Cheltenham's CAP and CMP. Exceedances can cause operational and maintenance issues, as well as make future sewage facilities planning much more difficult. Finally, such exceedance can result in, or contribute to, Cheltenham being required to significantly increase its capital and operating expenditures, pay significant environment fines, and/or pay Exceedance Charges to the City as per Cheltenham's Agreement with the City.

Therefore, to ensure exceedances of Flow Limits will not occur, Cheltenham imposes Exceedance Charges on its Wastewater Conveyance Services customers. Should Abington exceed any of its Flow Limits contained in Exhibit 1, Abington shall pay Exceedance Charges, as set forth below, in full, as part of their next billing statement.

Any exceedance charges which Cheltenham chooses to advance to the City for Abington flow exceedances by Abington will be reimbursed to Cheltenham by Abington. Such charges shall be paid in accordance with the charge formula in place for Cheltenham exceedances in the City. Any flow exceedance by Abington for which no exceedance charge is paid by Cheltenham to the City shall be assessed flow exceedance charges as follows: for each 30 minute period recorded flow rate where the 30 minute average flow at any point of connection exceeds the Flow Limit for that point of connection as set forth in Exhibit 1, Abington shall pay Cheltenham \$110 for each CFS of exceedance or portion thereof.

During 2015, and for each calendar year thereafter, the Exceedance Charges stated above will be adjusted in accordance with the changes in the Consumer Price Index for the prior calendar year, upon the availability of the Consumer Price Index for January of each subsequent year. The index to be used for this adjustment shall be the Consumer Price Index published by the U.S. Bureau of

Labor Statistics for all urban consumers (“CPIU”) for the Northeast region of the U.S., all items.

These Exceedance Charges provisions continue in full force and effect for as long as Cheltenham provides Wastewater Conveyance Services to Abington.

Exceedance Charges shall not be assessed, however, for those storm events that are so severe that the PADEP has waived fines and penalties across the region for such events, where such fines are waived by PADEP for both Abington and Cheltenham.

- E. Certification of Sewer Capacity. Cheltenham, in its sole, absolute and complete discretion, may determine that Cheltenham does not have adequate sewer capacity to permit additional sewer connections to any part of Abington’s system that will discharge to Cheltenham if Abington has exceeded a Flow Limit set forth in Exhibit I and has failed to comply with Section III C (6) (c) or failed to submit an appropriate Corrective Action Plan as provided under Section D of this Agreement.
- F. Polychlorinated Biphenyls Minimization. DRBC’s Water Quality Regulation and Water Code Section 4.30.9 require the City to implement a Pollutant Minimization Plan (“PMP”) at its Northeast Water Pollution Control Plant (“NEWPCP”) to reduce its contribution of PCBs to the Delaware Estuary. As a system contributing wastewater to the City, Cheltenham must comply with this requirement. In order to insure Cheltenham’s compliance with this requirement, Abington shall:
- (1) Within ninety (90) days of the Effective Date of this Agreement, supply the City and Cheltenham with complete information regarding PCBs sources within Abington that can potentially be discharged to sanitary sewers or are present in wastewater conveyed by sanitary sewers.
 - (2) Provide to the City and Cheltenham an annual update regarding PCB sources within Abington that can potentially be discharged to sanitary sewers or are present in wastewater conveyed by sanitary sewers for City’s annual PMP report. The update shall be submitted at least thirty (30) days prior to the due date of City’s report to DRBC.
 - (3) Implement any and all new and/or more stringent PCB requirements or reductions that may be imposed upon the City’s NEWPCP. Abington agrees upon sixty days’ advance notification, to implement these requirements simultaneously with the City’s implementation of these new requirements.”
 - (4) Accept a not-to-exceed numeric limit for PCB discharge into the NEWPCP which shall be consistent with Abington’s proportionate flow into the NEWPCP in both dry and wet weather situations in the event a numeric limit for PCBs is imposed upon discharges from the City’s NEWPCP.
 - (5) Upon request by the City and/or Cheltenham, implement a PMP throughout the entire drainage area of Abington that contributes flow to the NEWPCP

through Cheltenham in order to achieve that maximum practicable reduction, as defined in DRBC's regulation, of PCBs into the NEWPCP.

IV. BILLING, PAYMENTS AND CHANGE IN RATES

- A. Cost of Treatment. Abington shall pay its share of the cost of treatment of wastewater at the City's facilities as determined and charged by the City per Section IV.A.(1) below and as allocated by Cheltenham in proportion to Abington's wastewater capacity in accordance with generally accepted wastewater rate methodologies; provided, however, that if any of Abington's points of connection listed in Exhibit 1 are surcharging, Abington shall also pay treatment charges for the amount of the surcharge.
- (1) Treatment charges to be paid by Abington shall be in proportion to Abington's capacity (in addition to payment for treatment charges for any surcharging as referred to in Section IV.A. above) consisting of the Annual Lump Sum charge, the actual cost of the volume charge, the actual cost of the capacity charge, the actual cost of the BODs and TSS charges, and management fees of Twelve Percent (12%) of all of the foregoing as allocated by Cheltenham in compliance with this Agreement.
- B. Operation and Maintenance Charges. Abington shall pay to Cheltenham a portion of the cost of maintaining and keeping in repair the sewer systems of Cheltenham and the City used by Abington, said cost to be apportioned in accordance with the following formula: $(\text{costs of repair and maintenance}) \times [(\text{allocated flows from Abington at point of connection to City}) / (\text{total flows at point of connection of Abington to City})]$. Cheltenham shall present to Abington as part of the quarterly bills sent to Abington by Cheltenham throughout the year, a statement of the cost of maintenance and repairs and Abington's share thereof in accordance with the formula set forth in this Sub-Section B. Examples of sewer system maintenance and repair include point repairs, televising and grouting, and flushing.
- C. Capital Improvement Charges. If it is determined at any time in the future that an upgrade, new conveyance system, or appurtenances are necessary within the interceptor transporting Abington's wastewater flows within Cheltenham or the City, and the project conveys or affects Abington's wastewater flow including, but not limited to, an equalization tank or tanks within Cheltenham, then Abington shall be responsible for its pro-rata share of the construction costs for such in accordance with its cost sharing percentage based on Exhibit 1, including, but not limited to, engineering, permitting, financing, flow evaluation, I&I reduction effectiveness and design services cost of the project. Each year, beginning with the Year 2014, Cheltenham agrees to inform Abington of any such projects proposed for the following year and agrees to submit to Abington an engineer's report to include an estimate and project schedule during preliminary design and again during final design by September 15 of the given year. Abington has thirty (30) days to respond and comment. Cheltenham and/or its engineering consultant shall provide a cost allocation analysis which defines Abington's share of construction costs including, but not limited, engineering,

permitting, financing, flow evaluation, I&I reduction effectiveness and design services cost of the project to Abington in accordance with the terms set forth in this paragraph.

- D. Fines: If at any time Cheltenham should experience an SSO within the Conveyance System in which it serves Abington, and it is demonstrated that wastewater flows from Abington were in exceedance of its Flow Limit and contribute to the SSO, Abington shall be responsible for its proportionate share of the cleanup and any fine associated with the SSO event that are levied by PADEP and/or EPA. Such allocation shall be determined by the Cheltenham Engineer. If any party does not agree with the allocation of cost shares, Abington shall pay its share, as allocated by the Cheltenham Engineer, to Cheltenham if and when Cheltenham is called upon to make payment and such disputing party shall resort to the dispute resolution procedures set forth in Section VIII following payment. Abington shall pay its share based on its exceedance of its Flow Limits all exceedance charges imposed by the City, if any, in addition to any sewage flow quantities for which it pays fines or cleanup costs.
- E. Long Term Control Plan of City. Abington agrees to pay Abington's share of all capital projects, all operation and maintenance expenses, depreciation, and return on investment for the capital portion of the Long Term Control Plan ("LTCP") costs necessary for the City to comply with and implement the City's LTCP throughout the City of Philadelphia in accordance with the applicable table(s) labeled "Maximum Allowable Flow Rate 18 CFS*" and "Maximum Allowance Flow Rate 29 CFS*" in Exhibit 1 and "Percent Contribution Calculations" set forth in Exhibit 2A and the "Percent Contribution Map" set forth in Exhibit 2B attached hereto. Therefore, facilities allocated to Abington for which Abington agrees to pay its proportionate share of LTCP costs shall include both those facilities related to the City's POTW as well as those facilities necessary for the City to comply with and implement the LTCP throughout the City of Philadelphia.
- F. Review. Abington shall have the right, upon written request, to review Cheltenham's method of computing the charges for, and allocating the cost of providing to Abington wastewater conveyance through Cheltenham and treatment services by the City. Such review shall be subject to the provisions to Notice of Changes in rates (Section IV G).
- G. Expansion of City Sewer Line and Alternates. Abington agrees to pay Abington's share of the cost of designing (including, but not limited to, flow evaluation and I&I reduction effectiveness), financing, permitting, constructing and maintaining one of the following options: (1) a new sewer interceptor within the City or (2) an equalization tank or tanks to accommodate the 29 CFS or (3) a pump station with force main within the City, as more fully provided for all of which in the agreement between the City and Cheltenham. . Abington shall be responsible to pay its share of only one of the above mentioned options and shall do so in accordance with the applicable table(s) labeled "Percent Contribution

Calculations” set forth in Exhibit 2A and the “Percent Contribution Map” set forth in Exhibit 2B attached hereto.

H. Billing.

- (1) Abington shall provide Cheltenham with quarterly wastewater flows in CFS and computation by the 15th of the month following the end of the quarter. If the City determines that BODs and TSS from Cheltenham has upset the treatment process, then Cheltenham will review quarterly records to assist with determining a possible source.
- (2) Cheltenham shall render bills to Abington on a quarterly basis for the charges set forth in this Agreement. Annual charges shall be divided by four (4) for purpose of billing quarterly.
- (3) Cheltenham shall prepare a quarterly invoice in a manner which identifies the cost related to the Conveyance System as defined in Section IV. B and distinguished from the costs of operating and maintaining other Conveyance Facilities serving other areas.
- (4) Bills shall be payable to Cheltenham by Abington within thirty (30) days of receipt of the bill by Abington. If Abington objects to any bill, in whole or in part, Abington shall notify Cheltenham in writing prior to the bill’s due date. This writing shall hereinafter be referred to as the “Objection Letter”. Abington waives all objections to any bill(s) where an Objection Letter in accordance with this Article is not submitted in writing prior to the bill’s due date. If information would arise after 30 days that contradicts a bill, both Parties shall consider reimbursement or adjustment of the affected bill.
 - (a) The Objection Letter shall state, in detail, the exact nature of the objection and shall include any and all facts and documentation supporting the objections. Within thirty (30) days after receipt of the Objection Letter, Cheltenham and Abington shall meet to discuss the substance of the Objection Letter. In the event that no such resolution can be reached, the Parties shall then proceed to arbitration as provided under Section VIII of this Agreement.
 - (b) Within sixty (60) after receipt by Cheltenham of the Objection Letter, Cheltenham and Abington shall proceed to arbitration pursuant to Section VIII of this Agreement to resolve the specific objections made in the Objection Letter.
 - (c) During the (60) day period prior to arbitration, Abington shall have the opportunity to inspect and audit Cheltenham’s record provided to Abington by Cheltenham in accordance with Section XI. A of this Agreement.

All billing, (including those bills subject to an Objection Letter) shall be paid in full and by the due date. If amounts are billed but are withheld from payment by Abington, all arbitration awards in favor of Cheltenham shall include interest at the legal rate in addition to the award of the principal amount of the delinquency

or any part thereof. If a refund to Abington is awarded, the arbitration award shall award interest at the legal rate to Abington in addition to the refund awarded.

1. Notice of Changes in Rates.

- (1) Cheltenham shall provide notice to Abington of any change in rates charged to Cheltenham by the City or associated billing practices at least ninety (90) days in advance of the effective date of such new rates or practices.
- (2) If Abington has an objection to the change in rates or billing practices imposed by the City, Abington shall notify Cheltenham, in writing, within sixty (60) from receipt of Cheltenham's notice as to its specific objection(s) ("Change Objection Letter").
 - (a) The Change Objection Letter shall include any and all facts or documentation supporting the specific objections contained therein.
- (3) In the event Abington fails to serve Cheltenham with a Change Objection Letter within sixty (60) days from receipt of Cheltenham's notice, the rate increase or change in billing practices shall be deemed fully accepted and approved by Abington and Abington shall have waived all rights under this Agreement or by any other legal proceeding to contest the rate increase or change in billing practices. If Abington serves a Change of Objection Letter within sixty (60) days from receipt of Cheltenham's notice about a change in rates originating from the City, Cheltenham shall have the right to assign all of its rights, if any, to contest the change in rates to Abington (and Jenkintown, if applicable) to pursue against the City at no expense to Cheltenham provided Cheltenham has filed a timely Change Objection Letter with the City.

V. **CONSTRUCTION, OPERATION, AND MAINTENANCE OF CONVEYANCE SYSTEMS**

- A. Design and Construction of Sewers. Abington as its sole cost and expense shall design, construct, own, operate, maintain, and repair the sanitary sewers and connection to Cheltenham's system necessary to convey its wastewater to Cheltenham's system in accordance with PADEP rules, orders and regulation and industry standards.
- B. Approved Points of Interconnection.
 - (1) The approved points of interconnection are specified in Exhibit 1.
 - (2) If an approved point of connection is abandoned, that capacity may be redistributed to other Abington connections, provided the redistribution is

within the capacity of the sewers downstream of the remaining connection points.

C. Plan to Eliminate Unauthorized or Harmful Discharges.

- (1) Within ninety (90) days of written notice from Cheltenham, Abington shall submit a plan to Cheltenham outlining actions to be taken to eliminate unauthorized or harmful discharges if any of Abington's connections to Cheltenham's wastewater system are determined by Cheltenham or any governmental regulatory agency to be:
 - (a) maintenance problem, or
 - (b) sources of unauthorized discharge(s), or
 - (c) sources of discharge(s) which adversely affect Cheltenham's wastewater conveyance and/or the City's treatment system, or
 - (d) sources of discharge(s) which cause or contribute to any violation of federal, state or local laws or permits.
- (2) Cheltenham shall promptly and reasonably approve or reject said plans, and shall notify Abington in writing, of the basis for rejection of the proposed plan. In the event that Cheltenham rejects Abington's proposed plan, the Parties agree to promptly meet and discuss the basis for Cheltenham's rejection and to attempt to negotiate in good faith terms acceptable to both Parties. If an amicable resolution cannot be met, the Parties shall proceed with Section VIII Disputes.
- (3) Any action taken pursuant to this Section, and Section VII if necessary, taken to assess and correct unauthorized discharges within Abington shall be at the sole expense of Abington.

VI. **METERING SAMPLING AND DATA**

- A. Meters and Equipment. Abington shall own, operate, and maintain the meter(s) and the electronics associated with and required for the accurate measurement of wastewater flow into the Cheltenham's sewer system at the approved points of interconnection in accordance with the PADEP rules, orders and regulation, with industry standards, and with all manufacturers' specifications and warranties. Abington shall provide Cheltenham quarterly and upon request copies of all metering and calibration test/studies performed on any Abington meter or equipment, and shall notify Cheltenham, in writing, as provided under this Agreement, of its determination to utilize temporary flow meters as provided under this paragraph. Abington shall set up its own data telemetry system at its expense. Abington shall conduct full calibration of all meters and related metering equipment at least once per quarter and conduct dye tests upon request, but no more frequently than annually, by a firm experienced with such tests, equipment and calibration capabilities and independent of both Abington and Cheltenham. Abington's meter results shall be used for purposes of billing and assessing penalties unless they are determined by mutual agreement of engineers

for both municipalities to be outside the acceptable range of error or otherwise requested by City, DEP, EPA or other regulatory action, regulation or directive.

- B. Metering. Cheltenham shall measure wastewater flow and loadings by metering and sampling at the point of connections whenever Cheltenham, in its discretion, determines it to be necessary, practical and/or economical. Cheltenham, upon reasonable notice to Abington, shall be entitled to jointly inspect the metering equipment maintained by Abington. Cheltenham shall base its operation and maintenance charges on actual flow and loadings measurements whenever available and deemed accurate by Cheltenham. In the absence of actual flow and loadings measurements, Cheltenham shall estimate for billing purposes, using generally accepted engineering judgment, previously metered flow(s) and/or strength(s).
- (1) If Cheltenham elects to install and utilize permanent flow meters, then data from these meters will be utilized as additional flow data as required and the meters will be subject to the calibration and dye testing requirements of this Agreement.

C. Sampling.

- (1) Cheltenham shall have the right, upon verbal notice to Abington, to enter the areas in Abington served by Cheltenham under this Agreement at any time to sample Abington's wastewater for billing or investigative purposes.
- (2) Cheltenham shall have the right to enter the areas in Abington served by Cheltenham under this Agreement at any time for the following purposes:
- (a) To sample the wastewater of an SIU; and/or
 - (b) To trace a spill into the wastewater system, if such spill is believed to originate in Abington.
- (3) Abington shall have the right to obtain splits of wastewater samples taken by Cheltenham for billing purposes
- (4) All Cheltenham costs associated with sampling shall be the responsibility of Cheltenham.

D. Abington Data to be supplied to Cheltenham.

Abington shall make the following data available to Cheltenham and shall provide revisions and updates within 60 days of the update or upon request if in possession of such information directly or through Abington's agents, consultants or contractors:

Geographic Information Systems data in form of shapefiles, databases, and/or files compatible with Cheltenham's version of ESRI ArcGIS software, or data in a

format acceptable to both Cheltenham and Abington, to include the following features and attribute data:

- The points of interconnection to Cheltenham's conveyance system; and
- Any Infiltration/Inflow studies and the data related thereto; and
- Any other engineering data or information that Cheltenham may request related to the terms and conditions of this Agreement.

E. Cheltenham Data to be Supplied to Abington.

With regard to Cheltenham's points of interconnection with Abington, Cheltenham shall make available to Abington all data specified in Paragraph D immediately above.

- F. Notwithstanding the above, where less than a minimum number of EDUs are connected into Cheltenham's Sewer System at any point from an area in Abington, Cheltenham may elect to base its sewer charges for same on water usage adjusted for infiltration (e.g. water usage x infiltration factor of 1.35). The minimum number of EDUs plus an industry standard for acceptable infiltration for this condition shall be determined upon mutual agreement in writing between Abington and Cheltenham.

VII. PRETREATMENT AGREEMENT

- A. Interjurisdictional Pretreatment Agreement. Cheltenham and Abington shall enter into the contract entitled "Interjurisdictional Pretreatment Agreement" (attached hereto and incorporated herein as Exhibit 3). Abington agrees to comply with all of the provisions contained therein including, but not limited to, adoption of the City's most recent Wastewater Control Regulations and to continue to amend them in conformity with the City's amendments within 90 days of amendments by the City. Abington further agrees to require that any outside jurisdictions which contribute to Abington's sewer system tributary to Cheltenham Township also adopt and enforce the City's Wastewater Control Regulation.
- B. Ordinance. Abington acknowledges that it has adopted, agrees to maintain, and will enforce an industrial pretreatment ordinance and such other ordinances as are necessary to prohibit the discharge of any sewage in its collection system that is prohibited by PADEP, the EPA or by the regulation of any applicable State, Federal or other governmental regulatory body as such regulations may exist from time to time, or that would prevent the NEWPCP from meeting permit requirements.

VIII. DISPUTES

- A. Arbitration of Disputes. In the event of a dispute between the Parties concerning terms, conditions, and covenants of the Agreement or upon the issuance by Abington of an Objection Letter or Change Objection Letter, Cheltenham and Abington agree to submit the dispute to an Arbitration Panel. All petitions to

compel or stay arbitration shall be filed in the Court of Common Pleas of Montgomery County, and both Cheltenham and Abington agree to accept venue therein.

- B. Panel. The Arbitration Panel shall be composed of three (3) arbitrators, one appointed by Cheltenham, one by Abington, and the third by agreement of the arbitrators selected by Cheltenham and Abington within Montgomery County.
- (1) The arbitrators representing Abington and Cheltenham shall be named within five (5) days from the request for the appointment of an Arbitration Panel. If, after a period of ten (10) days from the date of the appointment, the two (2) arbitrators appointed by Cheltenham and Abington cannot agree on the third arbitrator, then either appointed arbitrator may request the American Arbitration Association, or its successor, to furnish a list of three (3) members of said Association, who are not residents of Cheltenham or Abington or any other municipality which contributes wastewater flow to Cheltenham, from which the third arbitrator shall be selected.
 - (2) The arbitrator selected by Abington shall then eliminate one (1) name from the list furnished by the American Arbitration Association within five (5) days after its publication, following which the arbitrator appointed by Cheltenham shall eliminate one (1) name from the list within five (5) days thereafter. The individual whose name remains on the list shall be the third arbitrator and shall act as chairman of the Arbitration Panel.
 - (3) Each of the Parties shall bear the costs of its own arbitrator and shall equally divide the cost of the third arbitrator and all other common costs.
 - (4) The arbitration proceedings shall commence within thirty (30) days of the selection of the third arbitrator and the arbitrators shall render their determination within thirty (30) days after the final hearing held by the Board of Arbitrators. The decision of such arbitrators shall be final and binding upon the Parties, except in the case of fraud.
 - (5) Upon mutual agreement of Cheltenham and Abington, the arbitration may be delayed for a specified period of time in order to allow the Parties additional time for a negotiated settlement. Any delay in commencement of the arbitration shall last only as long as it is agreed by the Parties.

IX. INDEMNIFICATION

- A. Abington agrees to defend, indemnify and save harmless Cheltenham from and against any and all claims, actions, cause, suits, demands, losses, interest,

penalties and liabilities arising from performance of the terms and conditions of this Agreement by reason of:

- (1) Cheltenham's inability, due to causes beyond its control, to perform any of the provisions of this Agreement;
 - (2) Injury (including death) to persons and damages to property resulting from operation under this Agreement to convey Abington's wastewater through Cheltenham's sanitary sewer system, where such injury is due to the negligence of Abington or its employees, servants or agents or the inherent nature of their operation.
 - (3) EPA or PADEP action of any kind whatsoever, whether direct or indirect, for any work undertaken by Abington, its contractors or consultants, necessary and required by this Agreement due to rejection of said work by the EPA or PADEP.
 - (4) Any grant fund, or any portion thereof, received by Abington and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.
- B. Cheltenham and Abington agree that in the event of EPA or PADEP action or any other governmental regulatory action against Cheltenham of any kind whatsoever, for activities carried out under this Agreement either by Cheltenham or Abington, they shall equitably apportion responsibility for payment of any cost, fines, penalties or damages arising from such action. Should Cheltenham bill Abington pursuant to this paragraph, Cheltenham shall inform Abington as to the nature of the bill.
- C. Abington shall indemnify and save harmless Cheltenham for all injuries (including death) or property damage occurring during the course of treatment at the City's NEWPCP or any other City plant, to the extent that such injuries and damages are due to the negligence of Abington or its employees, servants or agents. Such indemnification by Abington shall not limit the source or quantity of parties from whom Cheltenham may seek indemnification, subrogation, cross-claims and/or counterclaims.
- D. Cheltenham shall not be liable for injuries (including death) or property damage occurring during the course of treatment at the City's NEWPCP or any other City plant, except to the extent that such injuries and damages are due to the negligence of Cheltenham or its employees, servants or agents and where such injuries result in a direct increase to City's operating costs. Cheltenham shall be responsible for its proportionate share of such increased costs, but not those of Abington.
- E. Nothing set forth in this Agreement shall limit or prohibit Cheltenham or Abington from resorting to any appropriate remedy in law or equity, or any combination of remedies for noncompliance with this section of the Agreement;

however, jurisdiction over disputes regarding this Article shall first be subject to resolution as provided under Article VIII of this Agreement.

X. PAPER RERATES

- A. If the NEWPCP, or any other POTW servicing flows from Abington, is rerated without any physical expansion paid exclusively by the City, Abington's charges shall be adjusted accordingly to reflect Cheltenham's new proportionate share of the rerated facility.
- B. If the City requires contribution by Cheltenham to increase the rated capacity of the NEWPCP, or any other plant servicing Cheltenham's flow, and a proportion of that contribution is paid by Abington, Abington shall receive an increase in its capacity of wastewater flow and/or loading to Cheltenham proportionate to its contribution to the physical improvements to the Plant, which resulted in the increase in Plant capacity.

XI. MISCELLANEOUS

- A. Inspection and Audit. Cheltenham and Abington agree to maintain complete records and accounts concerning their responsibilities under this Agreement. Both Parties shall, at all times, have the right to examine and inspect said records and accounts upon thirty (30) days written notice. If required by law or regulation, Cheltenham and Abington shall make said records and accounts immediately available to federal and state authorities.
- B. No Transfer of Right. Abington shall not confer, transfer, convey, assign or license to any third party any rights obtained under this Agreement including, but not limited to, assignment of wastewater conveyance capacity or treatment capacity without the express prior written consent of Cheltenham and the City.
- C. Ownership, Management and Control of Collection and Conveyance Facilities. Cheltenham retains sole ownership and control of wastewater collection and conveyance facilities in Cheltenham and agrees to operate, maintain, repair, and improve its facilities associated with service to Abington. Cheltenham retains the sole exclusive right to make all managerial and other decisions regarding its wastewater facilities, including, but not limited to, those decisions regarding operation, maintenance, upkeep, expansion, abandonment or replacement of all or a portion of its wastewater facilities. This Agreement shall not be deemed to create a joint enterprise or partnership between Abington and Cheltenham.
- D. Successors and Assigns. All the covenants contained in this Agreement shall extend to and bind the respective successors and assigns of the Parties hereto with the same effect as if the words "successors and assigns" had, in each case, been specifically mentioned.
- E. Waiver. The failure of either Cheltenham or Abington to insist upon strict performance of this Agreement or of any of the terms and condition hereof shall not

be construed as a waiver of any of its rights herein granted, unless specifically stated in the Agreement.

- F. **Caption and Headings.** The captions and heading in this Agreement are for convenience only and are not part of the Agreement. The captions do not in any way define, limit, describe, modify or amplify the provisions of this Agreement or the scope or intent thereof.
- G. **Entire Agreement.** This Agreement and its Exhibits, incorporated herein, represent the entire Agreement of the Parties hereto and there are no collateral or oral agreements, representations or understandings, verbal or otherwise. This Agreement may be amended or modified only in writing signed by both Cheltenham and Abington. This Agreement supersedes all previous wastewater agreements between Cheltenham and Abington, which are hereby deemed revoked and terminated.
- H. **Third Party Review.** Abington agrees that this Agreement is made subject to any future change or modification in the existing Agreement between Cheltenham and the City, referred to in the Background hereto, and that it will be bound by such changes or modifications as and when made. Cheltenham agrees to (a) notify Abington 30 days in advance if Cheltenham applies to PaDEP for additional EDUs under a CMP and (B) notify Abington 14 days in advance if Cheltenham intends to attend a meeting with PaDEP concerning an application for release of additional EDUs under a CMP.
- I. **Severability.** In the event any provisions hereof are held illegal or invalid, no other provision of this Agreement shall be affected; and this Agreement shall then continue in full force as if such illegal or invalid provision had not been contained herein.
- J. **Use of Singular and Plural.** As required by the context, the use of the singular shall be construed to include the plural and vice versa.
- K. **Notices.** All notices, payments and communication required to be given in writing under this Agreement shall be sent by certified United States mail, postage prepaid and by email communication or delivered by hand delivery with

receipt obtained, to the address below or at such other address as each party may designate, in writing, from time to time:

If intended for Cheltenham:

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

If intended for Abington:

Township Manager
Township of Abington
1176 Old York Road
Abington, PA 19027

IN WITNESS WHEREOF, the Township of Cheltenham has caused this Agreement to be executed by its Township Manager, Township of Abington, acting through its duly

authorized officials, has executed this Agreement on behalf of Township of Abington, acting as of the day and year first above written.

TOWNSHIP OF CHELTENHAM

By: Harvey Portner
Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan Havir
Bryan Havir
Township Manager

TOWNSHIP OF ABINGTON

By: Wayne C. Luker
Wayne C. Luker, President
Board of Commissioners

Approved as to form:

Michael LeFevre
Michael LeFevre
Township Manager

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND ABINGTON TOWNSHIP

EXHIBIT 1

The maximum allowable flow limits for 18 CFS set forth below, including the individual flow limits for the points of interconnection, continue to be in effect, until such time that Cheltenham Township completes construction on and commences operation of: (1) a new sewer line or pump station with force main within the City or (2) an equalization tank or tanks to accommodate the 29 CFS as more fully provided in the agreement between the City and Cheltenham Township. Once the new sewer line within the City or the equalization tank or tanks is/are in operation, the maximum allowable flow limits for 29 CFS set forth below, including the points of interconnection, shall become effective.

Area	Location	Point of Interconnection	Maximum Allowable Flow Rate, 18 CFS* (6.516 CFS)	Maximum Allowable Flow Rate, 29 CFS* (11.104 CFS)
K1		Keswick	2.764	2.694
H1		Highland	0.755	2.012
S1		Stewart	1.402	3.094
F1		Fischer	0.058	0.093
C-1		Cadwalader	0.102	0.139
J-1		Jenkintown	3.682	2.809
P-1		Perry	0.061	0.263
			Total 6.516	11.104

* 18 CFS and 29 CFS amounts refer to Cheltenham Township's Maximum Allowable Flow Limit set forth in the agreement between the City and Cheltenham Township.

EXHIBIT 2A
Percent Contribution Calculations

Existing Contract Amount (18cfs)

Current Flow		
	cfs	
Jenkintown	2.15	11.94%
Abington	6.516	36.20%
Cheltenham	9.220	51.22%
Springfield	0.114	0.63%
Total	18	100.00%
PWD	8	
Point of connection to PWD (MH A-1)	26	

2013 Contract Amount (29 cfs)

Interceptor A to point at which Jenkintown flows contribute

	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	0	0	0	0.000	0.000	0.00%
Abington	6.516	1.24	3.7	4.588	11.104	42.19%
PWD		0	0	0.000	0.000	0.00%
Cheltenham	9.220	1.590	3.7	5.883	15.103	57.38%
Springfield	0.114	0.000		0.000	0.114	0.43%
Point of connection to PWD (MH A-1)	15.85	2.83		10.471	26.321	100.00%

2013 Contract Amount (29 cfs)

Point at which Jenkintown Flows contribute to Interceptor A Flows (See Exhibit 2B for location.)

	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	2.15	0.101	3.7	0.374	2.524	8.75%
Abington	6.516	1.24	3.7	4.588	11.104	38.50%
PWD		0	0	0.000	0.000	0.00%
Cheltenham	9.220	1.590	3.7	5.883	15.103	52.36%
Springfield	0.114	0.000		0.000	0.114	0.40%
Point of connection to PWD (MH A-1)	18	2.931		10.845	28.845	100.00%

2013 Contract Amount (29 cfs)

Point at which PWD Flows contribute to Interceptor A Flows (See Exhibit 2B for location.)

	Current Contract cfs	Future Flow cfs	Peaking Factor	Future w/Peaking factor cfs	Max. Future Flow cfs	
Jenkintown	2.15	0.101	3.7	0.374	2.524	6.85%
Abington	6.516	1.24	3.7	4.588	11.104	30.14%
PWD	8	0	0	0.000	8.000	21.71%
Cheltenham	9.220	1.590	3.7	5.883	15.103	40.99%
Springfield	0.114	0.000		0.000	0.114	0.31%
Point of connection to PWD (MH A-1)	26	2.931		10.845	36.845	100.00%

RESOLUTION 30-14

BE IT RESOLVED, by authority of the BOARD OF COMMISSIONERS
(Name of governing body)
of the TOWNSHIP OF CHELTENHAM, MONTGOMERY County, and it
(Name of MUNICIPALITY)

is hereby resolved by authority of the same, that the BOARD PRESIDENT of
(designate official title)

said MUNICIPALITY be authorized and directed to sign the attached Agreement on its behalf.

ATTEST:

[Signature]
(Signature and designation of official title)
Bryan T. Havir, Township Manager

Township of Cheltenham
(Name of MUNICIPALITY)
By: [Signature]
(Signature and designation of official title)
Harvey Portner, President

I, Bryan T. Tavir, Township Manager and Secretary
(Name) (Official title)

of the Board of Commissioners of Cheltenham Township do hereby certify that the foregoing
(Name of governing body and MUNICIPALITY)

is a true and correct copy of the Resolution adopted at a regular meeting of the

Board of Commissioners, held the 17th day of September, 2014.
(Name of governing body)

DATE: 10-9-14

[Signature]
(Signature and designation of official title)
Township Manager/Secretary

NOTE: Signature on the Department signature page of this Agreement must conform with signature on this Resolution.

ORDINANCE NO. 2288-14

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

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

SECTION 1. The Code of the Township of Cheltenham, Chapter 285, Article II, entitled Parking Meter Zones, Section 285-20 thereof is hereby amended by **ADDING** the following:

- | | | |
|-----------------|-----|---|
| FRANKLIN AVENUE | (Q) | NO PARKING south side, from Elm Avenue 52 feet easterly to 86 feet easterly |
| GAYL ROAD | (A) | STOP STREET at Ashbourne Road; at Coventry Avenue |
| GERARD AVENUE | (5) | 15 MPH; Harrison Avenue to Montgomery Avenue |
| HAINES ROAD | (B) | STOP STREET at Coventry Avenue; at Ashbourne Road |
| ORLEANS ROAD | (B) | STOP STREET at Gayl Road; at Haines Road |
| UNION AVENUE | (6) | STOP STREET at Spring Avenue; at Mountain Avenue |

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

- | | | |
|-----------------|------|--|
| BICKLEY ROAD | (16) | HANDICAPPED PARKING at 149 Bickley Road |
| FRANKLIN AVENUE | (Q) | NO PARKING south side, from Elm Avenue 52 feet easterly to 114 feet easterly |
| EAST AVENUE | (F) | HANDICAPPED PARKING at 506 East Avenue |
| UNION AVENUE | (6) | STOP STREET at Spring Avenue |

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

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

ENACTED into an Ordinance this 17th day of September, A.D., 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

By Harvey Portner
Harvey Portner, President

mm
ATTEST: _____
Bryan T. Havir, Township Manager/Secretaru

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 28-14**

**AUTHORIZING THE FILING AND EXECUTION OF A GRANT APPLICATION
TO THE NATURAL LANDS TRUST UNDER THE PECO GREEN REGION
OPEN SPACE GRANT PROGRAM FOR
TOOKANY CREEK PEDESTRIAN TRAIL, PHASE III**

WHEREAS, the Township of Cheltenham Board of Commissioners supports the filing of a \$10,000 PECO Green Region Bonus Round Grant application for matching funds for the construction and implementation of a ±1.0 mile multi-purpose trail connection between New Second Street and Harrison Avenue in Elkins Park, Montgomery County, Pennsylvania; and

WHEREAS, this proposed trail segment would compliment an already built 1.5-mile section of trail along the Tookany Creek Parkway providing multi-modal access to a linear greenway to the south between Central Avenue and New Second Street; and

WHEREAS, this project is consistent with the Cheltenham Township Open Space Plan dated February 2006. Trail connections are discussed in detail in Chapter 11 of the plan titled Optional Plan Elements, and in particular on pages 96 and 97. Also, on page 108 of Chapter 13 entitled Implementation it identifies the future expansion and completion of the Tookany Creek Pedestrian Trail Network, Phases III and IV connections as a top priority in providing a connection to an existing trail system and also make the Township more walkable and accessible by pedestrians and bicycles; and the Tookany Creek Trail Master Plan, Cheltenham Township Commercial District Enhancement Plan, Cheltenham Township Comprehensive Plan, Tookany Creek Watershed Management Plan and Cheltenham Township Sustainability Plan and the Greater Philadelphia Regional Trail Plan known as "The Circuit."

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, that it hereby authorizes and directs the filing of a grant application and execution of the resolution acknowledging public support for this trail construction project which shall be signed by Harvey Portner, President of the Board of Commissioners and attested by Bryan T. Havir, Township Manager, and in doing so, agree to be legally bound to the terms, conditions, and provisions set forth by the agreements.

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 September 17, 2014.

TOWNSHIP OF CHELTENHAM

Harvey Portner

Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan T. Havir

Bryan T. Havir, Secretary/Manager/Secretary
(SEAL)

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 29-14**

**RESOLUTION AUTHORIZING THE FILING OF A GRANT
APPLICATION FOR FY 2014 FOR PUBLIC LIBRARY FACILITIES
ADMINISTERED BY THE PENNSYLVANIA DEPARTMENT
OF EDUCATION, OFFICE OF COMMONWEALTH LIBRARIES FROM
THE PENNSYLVANIA KEYSTONE RECREATION, PARK AND
CONSERVATION FUND**

WHEREAS, the Pennsylvania Department of Education, Office of Commonwealth Libraries, Bureau of Library Development has been allocated grant funds by the Commonwealth of Pennsylvania from the Keystone Recreation, Park and Conservation Fund for its 2014 Fiscal Year for construction, rehabilitation and renovation programs that improve the physical facilities of public libraries; and

WHEREAS, the Keystone Recreation, Park and Conservation Funds provides matching funds for up to fifty (50%) percent of the total project cost for construction, rehabilitation, and renovation programs, and the use of Keystone grant monies require dollar for dollar matching funds, which may include in-kind contributions; and

WHEREAS, in order to be eligible for funding, a municipality must meet the definition requirements of Section 3.32 P.S. §2013 of the Keystone Recreation, Park and Conservation Fund Act and the program regulations of 22 PA Code §142.4; and

WHEREAS, in order to be eligible for funding, a municipality must also sponsor a public library and provide the service by including the public library within the municipal government structure or may delegate the responsibility for public library service to a board of directors; and

WHEREAS, it has been determined that the Township of Cheltenham, Montgomery County meets all of the program eligibility requirements, and provides library services with the responsibility for said services being delegated to a volunteer citizens committee in accordance with the Township Code and Home Rule Charter known as the Library Board, which is duly appointed by the Cheltenham Township Board of Commissioners; and

WHEREAS, the Township Administration and Staff, the Director of Township Libraries and the Library Board recommends that the scope of work under the grant program involves the retrofitting of existing restroom facilities with two ADA accessible restrooms and adding an accessible family restroom at the Elkins Park Free Library; and

WHEREAS, the Township Administration and Staff, the Director of Township Libraries and the Library Board have concluded that this scope of prioritized work is necessary for Fiscal Year 2014-2015 in order to implement the rehabilitation project, and the total project cost would be \$80,000, including consultant services for project bid document preparation and oversight, as referenced in the attached Appendix A; and

WHEREAS, the Township Administration and Staff, the Director of Libraries and the Library Board have also concluded that this scope of work cannot be fully completed in Fiscal Year 2014-2015 without the financial assistance from other entities such as the Keystone Recreation, Park and Conservation Fund; and

WHEREAS, based on the recommendations of the Township Administration and Staff, Director of Libraries and the Library Board, the Cheltenham Township Board of Commissioners in Montgomery County is desirous of authorizing the Township Administration to submit a grant application to the Office of Commonwealth of Libraries for a grant project related to the restroom rehabilitation project for the municipally-owned building located at 563 East Church Road, in Elkins Park, Pennsylvania 19027, which is occupied by the Elkins Park Free Library; and

WHEREAS, the Cheltenham Township Board of Commissioners held a public meeting on September 3, 2014 to review the scope of work, with the public and gave the Township citizenry an opportunity to comment on the proposal as it relates to the program rules, regulations, and eligible activities promulgated by the Keystone Recreation, Park and Conservation Fund Act; and

WHEREAS, the Cheltenham Township Board of Commissioners have committed to fund the necessary fifty (50%) percent match of the total project cost related to the proposed ADA accessibility compliance project, which equates to \$40,000 from its capital budget.

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 Office of Commonwealth Libraries for FY 2014 funding in the amount of \$40,000 for the work described herein.

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 September 17, 2014.

TOWNSHIP OF CHELTENHAM

Harvey Portner

Harvey Portner, President
Board of Commissioners

ATTEST

Bryan T. Havir

Bryan T. Havir, Secretary/Manager

(SEAL)

APPENDIX "A"

**Pennsylvania Department of Education
Office of Commonwealth Libraries
Keystone, Recreation, Park and Conservation Fund**

Proposed Scope of Work for Elkins Park Free Library

DESCRIPTION OF WORK				TOTAL AMOUNT
I. <u>Scope of Work</u>				72,500.00
A. Retrofitting of existing restroom facilities with two ADA accessible restrooms and adding an accessible family restroom.				
II. <u>Professional Consultant Services</u>				
- Preparation of Plans/Bid Specs.				\$7,500.00
- Bidding				
- Construction Observation				
TOTAL				\$80,000.00
50/50 FUNDING SCENARIO – GRANT REQUEST				\$40,000.00
MUNICIPAL MATCH				\$40,000.00



Jenkintown Train Station

Our Historical Treasure in Distress

Our Goal



To build a coalition dedicated to restoring the station to its former prominence and to assure that Horace Trumbauer's work is preserved for future generations.

Current Station Conditions



Current Station Conditions



Current Station Conditions



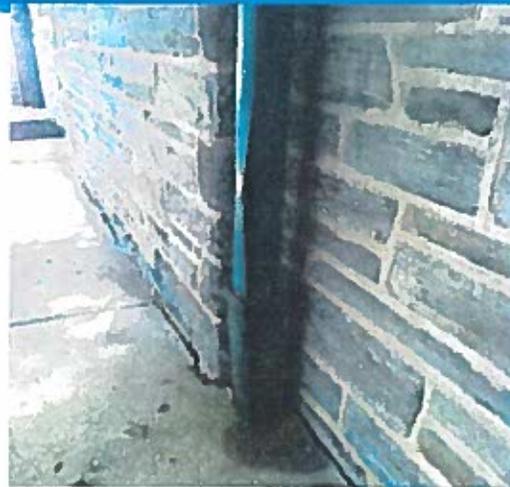
Current Station Conditions



Current Station Conditions



Current Station Conditions



Current Station Conditions



Current Station Conditions



Current Station Conditions



Current Station Conditions



Current Station Conditions



Storm Conditions



SEPTA's Repair Timetable 2016?

Response from Jeff Knueppel, June 2014

Our capital program has monies allocated in the coming year to design repairs for all of the canopies at the station. The following year we will perform the work with contractors.

SEPTA's Repair Timetable 2020?

East Falls Station on the Manayunk/Norristown Regional Rail Line

Modernization of East Falls Station including a new station building and accessibility improvements. This station will receive new ADA compliant high-level platforms, new passenger shelters, elevators, accessible stairs, ramps, sidewalks and handrails/guardrails, new signage and lighting, stormwater management systems and landscaping.

\$19.50 M

Design 2017 - 2018
Construction 2019 - 2021

Philadelphia

Philadelphia

Jenkintown Station on the Regional Rail Mainline

Improvements to the existing station building, and accessibility improvements. This station will receive new ADA compliant high-level platforms, new passenger shelters, accessible stairs, ramps, sidewalks and handrails/guardrails, new signage, new lighting, stormwater management systems and landscaping.

\$25.32 M

Design 2018
Construction 2019 - 2020

Montgomery

Bucks
Montgomery
Philadelphia

Secane Station on the Media/Elwyn Regional Rail Line

Complete renewal of station facilities including new high-level platforms, pedestrian tunnel and a new station building. The project will include accessible stairs, ramps, sidewalks and handrails/guardrails, new signage, new lighting, security cameras and drainage improvements.

\$13.11 M

Design 2014
Construction 2015 - 2017

Delaware

Delaware
Philadelphia

Willow Grove Station on the Warminster Regional Rail Line

Modernization of Willow Grove Station including a new station building and accessibility improvements. This station will receive a new ADA compliant high-level platform, new passenger shelters, accessible stairs, ramps, sidewalks and handrails/guardrails, new signage, new lighting, stormwater management systems and landscaping.

\$6.50 M

Design 2018
Construction 2019 - 2020

Montgomery

Bucks
Montgomery
Philadelphia

What We Know

- ◆ The Station is in the National Historic Register as a significant contributor to the Wyncote Historic District which encompasses portions of both Cheltenham Township and Jenkintown Borough.
- ◆ Jenkintown Borough has applied for recognition for the station in its own right.

What We Know

- ◆ There has been no commercial business activity in the leased section of the station for at least 4 years.
- ◆ There has been no evidence of any kind of maintenance to the building during this time.
- ◆ There have been reports of basement water damage.

What We Know

- ◆ The station currently falls under all of the protections protected by all buildings on the National Historic Register.
- ◆ These protections include:
 - Involvement of the Pennsylvania Museum and Historical Commission in renovations including ADA compliance renovations.
 - Advisory Council on Historic Preservation comment if federal dollars are involved.

We Need Your Support to Move Forward

The Jenkintown-Wyncote Train Station serves as a gateway to both the Jenkintown and Cheltenham Communities.

It is in everyone's interest both economically and as a quality of life issue to come together to save the station.

Save the Jenkintown-Wyncote Train Station Coalition

Government, Civic and
Preservation Organizations
working in concert to preserve an
Architectural Gem.



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, September 17, 2014 @ 7:30 P.M.

Curtis Hall

1250 W. Church Road, Wyncote, PA 19095

(Please Print Clearly)

Print Name	Mailing Address	Telephone Number	E-mail Address
Frederica Foerster	8203 Forest Ave.	215-635-2576	_____
HLO Charles Hendrickson	7922 Hidden Lane	215-300-1682	Housechas@AOL.com
HLO Cathryn's	342 Laurel Ave		
HLO Michael Herman	96 Glenview Ave	203 334 0503	mike.herman@hotmail.com
HLO Marian Lai	835 Glenside Ave Suite 202 Wyncote, PA 19095	215-868-4848	Laipakhin@yahoo.com
HLO STUART TOBEN	7924 HIDDEN Lane	267 825 8717	STUARTToben@hotmail.com
HLO Robert Schrage	7913 7913 Hidden Lane	215-782-1441	_____
HLO Sarah Eastburn	7600 Tookany Creek	215-345-7000	seastburn@eastburngray.com
John Ho H	7904 Washington Lane	215.592.0273	john.ho@vriizer.net