

November 19, 2014
Curtis Hall

The regular meeting of the **BOARD OF COMMISSIONERS** was held this evening, Board President Harvey Portner presiding. Members present were Commissioners Haywood, McKeown, Norris, Rappoport, Sharkey and Simon.

Staff present were: Charlyn Battle, Director of Human Resources, Christopher Clewell, Public Works Coordinator, Alyson Elliott, Assistant Township Manager, Michael Fleming, Public Works Superintendent, Nancy Gibson, Public Information and Complaint Officer, Lt. Joe Gruver, Police Department, Brian Hinson, Acting Director of Parks and Recreation, Joseph W. O'Neill, Fire Marshal, Bruce Rangnow, Director of Fiscal Affairs; Henry Sekawungu, Director of Planning and Zoning and Bryan T. Havir, Township Manager. Also present was Joseph M. Bagley, Esq., Wisler, Pearlstine, LLP. A Public Attendance List is attached.

1. The meeting commenced at 7:30 p.m. with the Pledge of Allegiance being led by Mr. McKeown. Mr. Portner announced that prior to the regular meeting of the Board of Commissioners an Executive Session was held to discuss the following matters: a potential real estate acquisition, collective bargaining, personnel, and pending legislation.
2. Upon review of the October Board of Commissioners Meeting Minutes, each member having received a copy of the Commissioners' Regular Meeting dated October 15, 2014, upon motion of Mr. McKeown, 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 October, 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 October, 2014, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners.
5. Mr. McKeown presented a **Resolution No. 34-14** to David Hinson upon his retirement from Parks and Recreation Department after 12 years of service (see attached).
6. Mr. McKeown presented a **Resolution No. 35-14** to Helen Vahey upon her retirement from Human Resources Department after 11 years of service (see attached).
7. Review of the Public Works Committee Meeting Minutes dated November 12, 2014.
 - a. Upon motion of Mr. Sharkey, The Board of Commissioners approved a Memorandum of Understanding ("MOU") for the current traffic signals and the Township's obligation as it related to the proposed S.R. 611 (Old York Road) Retiming Project (Ayes – Haywood, Simon, Portner, Norris, Sharkey, McKeown. Naves – Rappoport) (see attached).

b. Mr. Bagley asked if any members of the public wished to speak to the Board about concerns or questions prior to the scheduling of a Public Hearing on December 17, 2014 to consider two ordinances pertaining to the Falcon Hill Development, Laverock (see attached).

Resident Comments:

Ms. Wendy Bluntstine, 1805 Hillcrest Road, Laverock, 19038. Ms. Bluntstine reported that members of the community are willing to move forward with the December 17, 2014 Public Hearing if the Ordinance establishes setbacks to provide for a proper buffer. She asked that the ordinance call for the buffer to start at the edge of a property line, not the edge of the building line. Ms. Bluntstine stated that she and her fellow community members visited the site on Sunday and have determined that for the most part the ordinance works. The problem is the 50 foot setback from the building for the buffer. Lot No. 11's rear yard is the only property that will encroach on the buffer zone. Ms. Bluntstine and the neighbors believe there should be more clarity in the ordinance to ensure that over time, the buffer is not eroded by property owners wishing to take down trees and/or erect structures or otherwise degrade the buffer.

Ross Weiss, Esq. representing Hansen Properties stated that Lot No. 11 is the only lot affected and is unique and although it is the closest lot to Willow Grove Avenue, it is blocked by the wall and by landscaping between the landscaping and wall. Mr. Weiss believes that the ordinance is clear and that requiring a fifty foot buffer from the property line will require the elimination of Lot No. 11. Mr. Weiss asked the Board of Commissioners to authorize the hearing for possible adoption on December 17, 2014. The proposed ordinance should be sent promptly to the Montgomery County Planning Commission so that it can be reviewed at the Cheltenham Township Planning Commission Committee Meeting on November 24, 2014.

Joel Perilstein, 1778 Willow Grove Avenue, stated that he was the neighbor across the street and he would like to have this matter settled at this meeting.

Mr. Haywood asked Mr. Bagley to research and present any legal issues pertaining to portions of Lot No. 11 being located in the buffer zone to help the Commissioners understand what rights future property owners might have to erode the buffer located on their property.

Upon motion of Mr. Sharkey, the Board of Commissioners adopted **Resolution No. 44-14** authorizing the scheduling of a Public Hearing on December 17, 2014, to consider an amendment of the Zoning Ordinance establishing a new "R3-A" Zoning District, including required area and bulk regulations and an amendment the Township's Zoning Map. (Ayes – Commissioners Portner, Sharkey, McKeown, Simon, Haywood; Nays – Commissioners Norris and Rappoport) (see attached).

The proposed ordinances will be reviewed by the Montgomery County Planning Commission. The proposed ordinance will be scheduled for the November 24, 2014 Planning Commission Meeting.

c. Approval of Wastewater Service Agreement with Springfield Township. Mr. Havir noted that the Agreement has been scheduled for review and approval by Springfield's Board on December 10, 2014.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the Wastewater Service Agreement with Springfield Township as presented this evening (see attached).

d. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 36-14** authorizing the filing of a “Green Light – Go” grant from PennDOT for a Traffic and Pedestrian Signal Study and LED light Upgrades (see attached).

e. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 37-14** supporting the Environmental Protection Agency’s proposed Clean Power Plan for reducing carbon remission rates (see attached).

f. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously accepted the Public Works Committee Meeting Minutes dated November 12, 2014.

8. Review of the Public Safety Committee Regular Meeting Minutes, dated November 5, 2014.

a. Upon motion of Mr. Sharkey, The Board of Commissioners unanimously adopted **Ordinance No. 2289-14** amending Chapter 285, thereof, entitled “Vehicles and Traffic” (see attached).

b. Upon motion of Mr. Sharkey, the Board of Commissioners adopted **Resolution No. 38-14** honoring the Auxiliary Police for 60 years of services to the Township (see attached).

c. Upon motion of Mr. Sharkey, the Board of Commissioners adopted **Resolution No. 39-14** honoring Auxiliary Police Officer Matthew London for 50 years of service (see attached).

d. Upon motion of Mr. Sharkey, the Board of Commissioners adopted **Resolution No. 40-14** honoring Auxiliary Police Officer Edward Cassell for 24 years of service (see attached).

e. Upon motion of Mr. Sharkey, the Board of Commissioners adopted **Resolution No. 41-14** updating the Township’s Emergency Operations Plan (see attached).

f. Upon motion of Mr. Sharkey, the Public Safety Committee Regular Meeting Minutes dated November 5, 2014 were accepted.

9. Review of the Public Affairs Committee Regular Meeting Minutes dated November 5, 2014.

a. Upon motion of Mr. McKeown, the Board of Commissioners unanimously approved a Fifth Amendment to the agreement with the Montgomery County Office of Aging and Adult Services and Suburban Transit Network, Inc. to continue TransNet service from January 1, 2015 through December 31, 2015.

b. Upon motion of Mr. McKeown, the Board of Commissioners adopted **Resolution No. 42-14** honoring the 75th Anniversary of the Cheltenham Adult School. Said Resolution to be presented at a future meeting of the Board.

c. Upon motion of Mr. McKeown, the Public Affairs Committee Regular Meeting Minutes dated November 5, 2014 were accepted.

10. Review of the Building and Zoning Committee Meeting Minutes dated November 5, 2014.

a. Mr. Simon noted that on page 6 regarding the motion as unanimously approved on 8201 Fenton Road, Mr. Simon believed that he voted naye on that motion.

b. In addition, on page 3, under Appeal No. 3457, it is noted that Mr. Margoles should be Mr. Don Sable of Margolis Realty Company.

c. Under Appeal No. 3503, Ms. Rappoport stated that she had concerns about taking this property off the tax roles and permitting a multi-family use in the middle of a residential area. Ms. Rappoport asked the Board if they would reconsider their decision to not take action on conditions. Mr. Portner indicated that the Zoning Hearing Board did hear the appeal and the matter was closed. Mr. Sharkey asked 1) if Township heard from the John Jay Institute and 2) if Federation Housing had reached out to the Township regarding a contribution in lieu of taxes. Mr. Havir noted that he did receive a letter from Federation Housing and he suggested waiting for outcome of Zoning Hearing Board before setting up meeting date.

d. Upon motion of Mr. Haywood, the Building and Zoning Committee Regular Meeting Minutes dated November 5, 2014 were unanimously accepted as amended.

11. Review of the Sinking Fund Commission Regular Meeting Minutes dated October 22, 2014.

a. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the Township's participation in the Municipalities Continuing Disclosure Cooperation Initiative to be reported to the Securities and Exchange Commission ("SEC") and that the Township self-report to the SEC on or before December 1, 2014 taking advantage of the iniative.

b. Upon motion of Mr. Simon the Sinking Fund Commission Regular Meeting Minutes dated 22, 2014 were unanimously accepted.

12. Review of the Pension Board Regular Meeting Minutes dated November 7, 2014.

a. Upon motion of Mr. Portner, the Board of Commissioners unanimously approved the filing of the Plan for Administrative Improvement Policy, as presented, on or before the December 1, 2014, deadline for filing as required by the Public Retirement Commission.

b. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Ordinance No. 2290-14** formalizing the restructuring of the Pension Plan for Police Officers as

per the Collective Bargaining Agreement dated December 2012, as per Pennsylvania State Act 600 (see attached).

c. Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Ordinance No. 2291-14** formalizing the restructuring of the Hourly Employees Pension Plan as per the Collective Bargaining Agreement dated December 4, 2013 (see attached).

d. Upon motion of Mr. Portner, the Pension Board Regular Meeting Minutes dated November 7, 2014, were unanimously accepted.

12. Review of the Finance Committee Regular Meeting Minutes dated November 12, 2014.

a. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the adoption of the Preliminary Operating and Capital Budgets for 2015 (available on the Township's website at www.cheltenhamtownship.org).

b. Upon motion of Mr. Simon, the Board of Commissioners unanimously approved the adoption of **Resolution No. 43-14** requiring permit fees from landscapers and tree removal services, and fees to dispose at the Waverly Road Compost facility (see attached).

c. Upon motion of Mr. Simon, the Board of Commissioners unanimously agreed to adopt an Ordinance modifying the healthcare insurance benefits and post-retirement healthcare insurance benefits for Commissioners at their December 17, 2014 meeting.

Ms. Rappoport proposed modifying the healthcare insurance benefits prior to the end of the year or making it retroactive to January 2014 in case someone new is appointed to the Board prior to the end of the year. The Township solicitor noted that the proposed ordinance had already been advertised.

Mr. Norris asked the Township Manager if there was any new information regarding the budget shortfall of \$840,000. The Township Manager responded that there was no new information. He did note that Staff was still reviewing bids for trash disposal and would be reporting on this matter at the Public Works Committee Meeting on December 10, 2014, to make a recommendation for an award of contract for trash disposal.

d. Upon motion of Mr. Simon, the Finance Committee Regular Meeting Minutes dated November 12, 2014, were unanimously accepted.

13. Under Old Business – Ms. Rappoport inquired about a request from the School District about waiving permit fees for work at Cheltenham High School and asked if the Board would want to entertain the request. The Township Manager responded that he was not aware of a request for waiver of fees and that no formal request was received from the School District.

Ms. Rappoport also noted that every month the Township receives lower property assessments from the County which is detrimental to the Township's budget. Mr. Simon noted that lower assessments do not impact our budget; they impact x rate. Ms. Rappoport asked if there was anything creative the Board could do to discuss this with those making the decisions.

Mr. Portner said he had expressed his concerns to the Chair of the Montgomery County Board of Commissioners who appoints the members of the County's Board of Assessment.

Ms. Rappoport asked to have this matter opened up to the Board or Solicitor. Mr. Portner agreed that this can be worked on in the future and if Board members have any suggestions, please pass them along to the Township Manager who will discuss with Township Solicitor. Mr. McKeown stated that if the Board would like to do something, it should be with the Liaison Committee who meets with the School Board.

Mr. Bagley noted that the Pennsylvania legislature passed a firearms legislation statute in the beginning of November 2014 and the Governor signed a bill that provides legal standing to plaintiffs to sue municipalities in Pennsylvania who regulate certain aspects of fire arms and hunting – mostly ownership and possession of firearms. As a result of that legislation some cities like Philadelphia, Pittsburgh and Lancaster among others filed a challenge in the Court of the Commonwealth on November 10, 2014. While that challenge could solve the problem, there is no indication that is going to happen. In the meantime, the Township will have to take steps to protect itself in the event that this statute becomes effective around the 5th of January. Despite outstanding legal challenges, there is significant urgency for the Township to repeal the portions of the Code that deal with firearms in Cheltenham Township. Some of the provisions in the ordinance duplicate the Pennsylvania Game Law, which regulates hunting in Pennsylvania and it also specifically provides that municipal police officers can issue citations to enforce the game law, so by repealing portions of the firearms ordinance in the Township. Township citizens would not be left unprotected with regard to firearms except for the lost and stolen guns law. This statute is targeting those types of provisions throughout Pennsylvania, including Cheltenham, and prudently Cheltenham will have to repeal that portion of that provision until a time when the General Assembly takes some other further steps in the future.)

Mr. Simon felt that there is a substantive defense to a lawsuit brought by the National Rifle Association ("NRA") to litigate the matter and bring it to a head on substance. Ms. Simon asked if Mr. Sharkey did reach out to other municipalities regarding joining forces such as a consortium of municipalities. Mr. Sharkey did say that he did not feel that they were willing to join forces at the time he spoke with them; however, he has not spoken with them since the challenge was filed but will follow up again.

Upon motion of Mr. Haywood, the Board of Commissioners unanimously voted to authorize advertisement of repeal of portions of the Township Code that deal with firearms in Cheltenham Township.

14. Under New Business: In accordance with the Code of the Township of Cheltenham and Article XIII, Section 1302, of the Home Rule Charter, the President of the Board presented new appointments to citizens' committees for the advice and consent of the Board.

Upon motion of Mr. Portner, the Board of Commissioners unanimously approved the following appointments:

<u>Committee</u>	<u>Term Expiration</u>
Human Relations Commissions Alexandra Drobac Diagne	January 1, 2016

Karen Hazelwood
Sherri Reed
Library Board
Myron Goldman
Planning Commission
Sheila Perkins

Ex-Officio Member
January 1, 2017

January 1, 2017

January 1, 2017

15. Under Citizens' Forum: Steve Strahs inquired about the gun law issue, adoption of the 2015 Budget, and requested a meeting with Mr. Havir to discuss the 2015 Preliminary Operating and Capital Budgets.

16. There being no further business, upon motion of Mr. McKeown, and unanimously approved by the Board of Commissioners, the meeting was adjourned at 9:24 p.m.



Bryan T. Havir
Township Manager

Per Kathryn McDevitt

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN**

Abington Township
Cheltenham Township
Horsham Township
Jenkintown Borough
Upper Moreland Township

(MUNICIPALITIES)

And

Pennsylvania Department of Transportation, Engineering District 6-0

Date

WHEREAS, the Pennsylvania Department of Transportation (DEPARTMENT) and the MUNICIPALITIES share a common interest in facilitating the safe and efficient management of traffic flow along state and locally-owned roadway including the Route 611 and Route 263 Corridors at the intersections listed in the District 6-0 Regional Signal Retiming Initiative Concept of Operations (ConOps) day-to-day operations; and,

WHEREAS, the DEPARTMENT, Montgomery County Planning Commission, the Delaware Valley Regional Planning Commission (DVRPC) and Abington Township, Cheltenham Township, Horsham Township, Borough of Jenkintown and Upper Moreland Township (MUNICIPALITIES) have partnered to develop a regional traffic signal retiming initiative project; and,

WHEREAS, the Route 611 and Route 263 District 6-0 Regional Signal Retiming Initiative ConOps sets forth roles, responsibilities, and procedures to

improve the management of traffic operations; and

WHEREAS, the District 6-0 Regional Signal Retiming Initiative ConOps establishes procedures to improve, implement, and manage day-to-day traffic signal operations on Route 611 and Route 263;

NOW, THEREFORE, the DEPARTMENT and MUNICIPALITIES will follow the roles, responsibilities, and procedures specified in the District 6-0 Regional Signal Retiming Initiative ConOps, attached to the Memorandum.

I. General Provisions

- A. This Memorandum is not intended to and does not create any contractual rights or obligations between the signatories.
- B. The ConOps which this Memorandum implements may be amended or modified at any time upon the written consent of the parties.
- C. In case all municipalities in the Route 611 and Route 263 Corridors do not agree to execute a memorandum with the DEPARTMENT, the DEPARTMENT and MUNICIPALITIES will mutually decide in writing whether to follow the roles, responsibilities, and procedures set forth in the ConOps or terminate the Memorandum.
- D. All parties to this Memorandum will communicate fully and openly with each other in order to resolve any problems that may arise in the fulfillment of the terms of this Memorandum.

AND NOW, this ____ day of _____, 2014, the parties hereby acknowledge the foregoing as the terms and conditions of their understanding.

October 27, 2014

SIGNATURE PAGE: BOROUGH OF JENKINTOWN

PennDOT District 6-0 Executive

George Locke
Jenkintown Borough Manager

October 27, 2014

SIGNATURE PAGE: ABINGTON TOWNSHIP

PennDOT District 6-0 Executive

Michael LeFevre
Abington Township Manager

October 27, 2014

SIGNATURE PAGE: CHELTENHAM TOWNSHIP

PennDOT District 6-0 Executive

Bryan T. Havar
Cheltenham Township Manager

October 27, 2014

SIGNATURE PAGE: HORSHAM TOWNSHIP

PennDOT District 6-0 Executive

William T. Walker
Horsham Township Manager

October 27, 2014

SIGNATURE PAGE: UPPER MORELAND TOWNSHIP

PennDOT District 6-0 Executive

David Dodies
Upper Moreland Township
Manager

District 6-0 Regional Signal Retiming Initiative
Concept of Operations
Route 611 and Route 263

1 Scope

The purpose of this document is to enable implementation of signal retiming and related improvements to designated District 6-0 corridors. These improvements are designed to enhance mobility through key corridors identified by PennDOT, DVRPC, Montgomery County Planning Commission and the Regional Transportation Operations Master Plan. All signal retiming and related work at selected intersections on Route 611 and Route 263 will be completed as described in this ConOps.

This Concept of Operations (ConOps) documents procedures to implement traffic signal timings on Route 611 and Route 263 during day-to-day operations including specific signal timing programs for peak hour, weekend, event, and emergency operations. Specifically, it documents roles, responsibilities, and procedures, as agreed to by all parties, to facilitate the PennDOT Regional Signal Retiming Initiative (RSRI) project.

Initial focus will be on implementing signal timing changes for day-to-day operations. Enhancements to this ConOps, including more robust operational procedures and other types of emergency situations, may be implemented as surveillance coverage expands and additional signals are brought under PennDOT control.

2 Referenced Documents

The following documents are referenced as addendums to this ConOps:

- Contact names and phone numbers
- Intersection permit plans (51)
- Traffic Signal System Permit Plan (5)

3 Current Situation

3.1 Background

The Federal Highway Administration (FHWA) recommends that "traffic signal timing should be reviewed every three to five years and more often if there are significant changes in traffic volumes or roadways conditions."¹ The key corridors to be assessed as part of the Regional Signal Retiming Initiative have

¹ FHWA Traffic Signal Timing Manual. FHWA-HOP-08-024. June 2008.
http://ops.fhwa.dot.gov/publications/fhwahop08024/fhwa_hop_08_024.pdf

been selected due to increased development and demand, changing land use patterns, and/or signal delay across the and the intersection or corridor level.

Traffic congestion on Route 611 and Route 263 has reached a level that even minor incidents can cause considerable delay as well as traffic congestion. The corridor has a sophisticated Naztec StreetWise traffic signal system. The system is currently operating with timings based on 2001 traffic volumes. The Route 611 and Route 263 corridor cross section varies by municipality. The Cheltenham section is generally residential with a mix of commercial and retail. There are two travel lanes in each direction with a concrete median for the majority of the roadway. There is no on street parking. The Jenkintown section is a downtown environment with primarily storefront retail and high pedestrian accessibility. The typical roadway section is two travel lanes in each direction with no on street parking. The Abington section is primarily retail and commercial with some big shopping centers mixed amongst standalone businesses. The typical section is two lanes in each direction, a concrete median, and left turn lanes. The Upper Moreland section is primarily retail and commercial with some residential mixed in. The typical section changes throughout the township. The southern portion has two lanes in each direction, a concrete median, and left turn lanes. Further north, the lane configuration remains the same except with no concrete median. Furthermore, the road widens to three lanes in each direction with left turn lanes at the very northern edge of the township. The Horsham section is primarily a mix of retail and commercial with some residential. The typical section of the roadway is two lanes in each direction with a center turn lane. For the sections without a center turn lane, a concrete median is located. The entire corridor is impacted by school and recreational facilities in addition to retail. The project area is serviced by the Warminster and West Trenton Regional Rail Lines and SEPTA Bus Routes 22, 55, and 77 which are impacted by recurring delays associated with high volumes of traffic.

The Naztec StreetWise signal system currently manages traffic on the Route 611 and Route 263 corridors. The Route 611 and Route 263 corridors currently include ten signals in Cheltenham Township, fifteen signals in Abington Township, six signals in Jenkintown Borough, and twenty-one signals in Upper Moreland Township, and six signals in Horsham. The following signals are included within this project:

1. Old York Road (SR 0611) & Willow Avenue / Valley Road, Cheltenham Township (permit no. 64-0607)
2. Old York Road (SR 0611) & Melrose Avenue, Cheltenham Township (permit no. 64-0600)
3. Old York Road (SR 0611) & Ashbourne Road, Cheltenham Township (permit no. 64-0340)
4. Old York Road (SR 0611) & Spring Avenue, Cheltenham Township (permit no. 64-0614)

5. Old York Road (SR 0611) & Elkins Avenue, Cheltenham Township (permit no. 64-0604)
6. Old York Road (SR 0611) & Stahr Road / Elkins Park Square, Cheltenham Township (permit no. 64-2113)
7. Old York Road (SR 0611) & Church Road, Cheltenham Township (permit no. 64-0922)
8. Old York Road (SR 0611) & Greenbriar Road / York Road Spur, Cheltenham Township (permit no. 64-2032)
9. Old York Road (SR 0611) & Meetinghouse Road, Cheltenham Township (permit no. 64-0923)
10. Old York Road (SR 0611) & Township Line Road, Cheltenham Township (permit no. 64-0601)
11. Old York Road (SR 0611) & Wyncote Road, Abington Township (permit no. 64-1482)
12. York Road (SR 0611) & Washington Lane, Jenkintown Borough (permit no. 64-0371)
13. York Road (SR 0611) & Greenwood Avenue, Jenkintown Borough (permit no. 64-0549)
14. York Road (SR 0611) & West Avenue, Jenkintown Borough (permit no. 64-0550)
15. York Road (SR 0611) & Pedestrian Crossing (between Homestead Road and Vista Road), Jenkintown Borough (permit no. 64-3431)
16. Washington Lane and Greenwood Avenue, Jenkintown Borough (permit no. 64-1089)
17. York Road (SR 0611) & Rydal Road / Cloverly Avenue, Jenkintown Borough (permit no. 64-0534)
18. Old York Road (SR 0611) & Rodman Avenue, Abington Township (permit no. 64-0533)
19. Old York Road (SR 0611) & Baeder Road / Hilltop Road / Noble Plaza, Abington Township (permit no. 64-0149)
20. Old York Road (SR 0611) & Harte Road / The Fairway, Abington Township (permit no. 64-0542)
21. Old York Road (SR 0611) & Brook Road / Abington Library, Abington Township (permit no. 64-3558)
22. Old York Road (SR 0611) & Susquehanna Road, Abington Township (permit no. 64-0543)
23. Old York Road (SR 0611) & Horace Avenue, Abington Township (permit no. 64-0541)
24. Old York Road (SR 0611) & Woodland Road, Abington Township (permit no. 64-0544)
25. Old York Road (SR 0611) & Keith Road, Abington Township (permit no. 64-1992)
26. Old York Road (SR 0611) & Rockwell Road, Abington Township (permit no. 64-0545)
27. Old York Road (SR 0611) & London Road, Abington Township (permit no. 64-0546)

28. Old York Road (SR 0611) & Wheatsheaf Lane, Abington Township (permit no. 64-0547)
29. Old York Road (SR 0611) & Old Welsh Road, Abington Township (permit no. 64-0548)
30. Old York Road (SR 0611) & Moreland Road, Abington Township (permit no. 64-0536)
31. Old York Road (SR 0611) & Madeira Avenue, Abington Township (permit no. 64-0551)
32. Old York Road (SR 0611) & Church Road, Upper Moreland Township (permit no. 64-0569)
33. Old York Road (SR 0611) & Davisville Road, Upper Moreland Township (permit no. 64-0095)
34. Old York Road (SR 0611) & Easton Road / Memorial Park Drive, Upper Moreland Township (permit no. 64-1068)
35. Easton Road (SR 0611) & Park Avenue, Upper Moreland Township (permit no. 64-2379)
36. Easton Road (SR 0611) & Center Avenue / York Road Spur, Upper Moreland Township (permit no. 64-1356)
37. Easton Road (SR 0611) & Summit Avenue, Upper Moreland Township (permit no. 64-1070)
38. Easton Road (SR 0611) & Lincoln Avenue, Upper Moreland Township (permit no. 64-0193)
39. Easton Road (SR 0611) & Fitzwatertown Road, Upper Moreland Township (permit no. 64-0659)
40. Easton Road (SR 0611) & Best Buy Access / Commercial Drive, Upper Moreland Township (permit no. 64-2860)
41. Easton Road (SR 0611) & Wyandotte Road / Pep Boy's Access, Upper Moreland Township (permit no. 64-1075)
42. Easton Road (SR 0611) & Maryland Road, Upper Moreland Township (permit no. 64-0099)
43. Easton Road (SR 0611) and Home Depot / PA Turnpike Ramp J, Upper Moreland Township (permit no. 64-3053)
44. Easton Road (SR 0611) & Mill Road / Sycamore Road, Upper Moreland Township (permit no. 64-1073)
45. Easton Road (SR 0611) & Blair Mill Road / New Road, Upper Moreland Township (permit no. 64-1045)
46. York Road (SR 0263) and Cedar Avenue, Upper Moreland Township (permit no. 64-2826)
47. York Road (SR 0263) and Summit Avenue, Upper Moreland Township (permit no. 64-1074)
48. York Road (SR 0263) and Fitzwatertown Road / Terwood Road, Upper Moreland Township (permit no. 64-0147)
49. York Road (SR 0263) and Great Britain / Sam's, Upper Moreland Township (permit no. 64-1991)
50. York Road (SR 0263) and Mill Road / Warminster Road, Upper Moreland Township (permit no. 64-0146)

51. York Road (SR 0263) and Newington Road, Upper Moreland Township (permit no. 64-1072)
52. Terwood Road (SR 2033) and Davisville Road, Upper Moreland Township, permit no. 64-0022)
53. Easton Road (SR 0611) & Horsham Road Lower, Horsham Township (permit no. 64-3001)
54. Easton Road (SR 0611) & Horsham Road Upper, Horsham Township (permit no. 64-2991)
55. Easton Road (SR 0611) & Dresher Road / Meetinghouse Road, Horsham Township (permit no. 64-1033)
56. Easton Road (SR 0611) & Maple Avenue North, Horsham Township (permit no. 64-2211)
57. Easton Road (SR 0611) & Maple Avenue South, Horsham Township (permit no. 64-3649)
58. Horsham Road (SR 0463) and Dresher Road, Horsham Township (permit no. 64-1981)

The following traffic signal system permits apply to this project:

1. PennDOT System Permit #I-0088, Cheltenham Township, Closed Loop System Plan For Old York Road (SR 0611).
2. PennDOT System Permit #I-0089, Abington Township, Closed Loop System Plan For Old York Road (SR 0611).
3. PennDOT System Permit #I-0090, Upper Moreland Township, Closed Loop System Plan For Old York Road (SR 0611) & Easton Road (SR 0611)/York Road (SR 0263).
4. PennDOT System Permit #I-0092, Horsham Township, Closed Loop System for Easton Road (SR 0611).
5. PennDOT System Permit #I-0188, Jenkintown Borough, Abington Township, Closed Loop System for York Road (SR 0611) from Wyncote Road to Madeira Avenue.

The Route 611 and Route 263 corridor signals are controlled by an on-street master located in each municipality with remote communications through the Naztec StreetWise software. A GPS Time Clock is located at each master controller to enable coordination across municipalities. The primary means of communication is spread spectrum radio south of Maryland Road and fiber optic cable north of Maryland Road; the secondary means is time based coordination. These signals generally use inductive loops (in pavement) for vehicular detection, although some signals have video detection. Pedestrian movements are accommodated via pedestrian pushbuttons at most locations. A phone drop is located at each master controller for remote communications to PennDOT and each municipality.

3.2 Proposed Changes

Under the Regional Signal Retiming Initiative, PennDOT, through staff at the District Traffic Unit and/or a consultant team, will make improvements based on existing traffic data, observed conditions and input from stakeholders, including the involved Municipalities. Prior to initiating the RSRI project, the corridor signals will be subject to a rapid field assessment, in which PennDOT, and/or its consultant team, will verify that signal equipment at involved intersections is operating with no major maintenance, operational, or communication issues. The Municipalities agrees to give PennDOT and its consultant team free access to on-street and off-street (signal system) equipment during the retiming effort. Inspection of controller operations will be limited to a visual inspection.

PennDOT, through its consultant team, will perform necessary analysis using existing signal timing plans, traffic modeling files, as well as appropriate data collection. PennDOT, through its consultant team, may conduct manual turning movement counts, automatic (24 hour traffic counts), Bluetooth (MAC address) data monitoring, speed/delay runs on the project corridor and other data collection to facilitate new timing plans. Clearance interval, volume-density and pedestrian intervals will be recalculated and revised as necessary to meet current PennDOT standards.

Upon development of new timing plans for the corridor, the consultant team shall provide proposed timings to PennDOT District 6-0 and the Municipalities. The proposed timings will not be presented on a formal plan, rather in memorandum format. Proposed clearance intervals and pedestrian timings will comply with PennDOT/FHWA standards. The consultant team will organize a meeting with the Municipalities and PennDOT, and will fully explain the proposed timing plans.

Upon concurrence with the proposed timing plans, they will be implemented by PennDOT through the consultant team. Timing will be implemented at no cost to the Municipalities, and during off peak hours on the corridor (10 AM to 2 PM). Timings may be implemented on street, utilizing the municipal computers, or remotely via the PennDOT Naztec StreetWise signal system station in the District 6-0 Traffic Unit. The PennDOT consultant team will notify the Municipalities of the implementation of new timing, and the Municipalities may observe the implementation of new timing plans. After new timings are implemented, PennDOT and the Municipalities will observe and evaluate changes in traffic patterns to determine if further adjustments may be warranted. Additional changes to system timing will most likely be necessary to refine the timing plans. The Municipalities agree to allow implementation of refined timings as necessary to refine system measures of effectiveness. It is expected that the implementation/refinement stage of the process will take no longer than two (2) weeks.

Once a satisfactory retiming solution has developed, PennDOT will submit updated Signal Permit/System Plans to the Municipalities. Municipalities will

maintain and operate signals as approved on the Permit/System Plans. PennDOT reserves the right to revisit the project corridor to observe special traffic conditions (for example, Christmas shopping rush) and further refine system timing. The Municipalities agree to allow PennDOT and its consultant team to access corridor controllers, master controllers and system software as necessary to facilitate further system refinements, at any or all times with prior notice to the Municipalities.

3.3 Benefits and Institutional Impacts

Implementations of improved traffic signal timings on Route 611 and Route 263 are anticipated to improve overall traffic flow and reduce traffic congestion. Transit vehicles should experience more reliable service, as congestion and delay are minimized. There may be detrimental impacts to side street traffic as the cycle length along Route 611 and Route 263 is increased and their percent of green time is diminished. Additional studies may be necessary to evaluate if any side streets are unduly impacted, and adjustments will be made. In addition, pedestrian, clearance interval and volume density timing updates may provide for increased safety on the project corridor

3.4 Changes Considered for Future Enhancements

The following future project is funded for this corridor:

- SR 0611-MC1 state contract project will pave the Route 611 corridor and install compliant ADA ramps and pushbuttons.

4 Signal Retiming Operational Scenario

This section outlines the general procedures that occur when the traffic signal retiming initiative occurs.

1. PennDOT and Municipalities meet to discuss the scope and approach to improve the designated corridor and specified intersections. PennDOT, and/or its consultant team, working with the Municipalities, will verify that the signal equipment is in working order with no major maintenance, operational or communication issues (rapid field assessment). PennDOT, and/or the PennDOT consultant team, will conduct a visual inspection of equipment located in the controller cabinet. If a terminal signal deficiency issue is discovered in the rapid field assessment, for example: detector, controller, or communications failure, the PennDOT team will discontinue the project until the signal equipment has been repaired. If the signal

equipment is operational in 30 days, the PennDOT team will continue the retiming effort as described in this ConOps

2. During the rapid field assessment, if other intersection conditions do not comply with the permit plan but do not inhibit the retiming, PennDOT will issue a memo listing deficiencies to the Municipalities. These deficiencies, for example: signing and pavement marking issues are to be addressed by the Municipalities in accordance with the existing permit plan and/or other existing agreements with PennDOT.
3. Municipalities will agree to maintain existing signal equipment in a state of good repair through the duration of the RSRI, as required in the traffic signal/system permits issued by PennDOT for the signals.
4. PennDOT and/or its consultant team will analyze existing data from the corridor and intersections and develop "before" data and a plan for signal retimings
5. Prior to the implementation of the new timing the PennDOT consultant team will conduct a meeting with the Municipalities and PennDOT Traffic Unit. Preliminary timing plans will not be presented on formal plans, but both the Municipality and PennDOT District 6-0 will be fully briefed on the proposed changes. The proposed timing changes will be summarized in a memorandum format, written in layman's terms where possible.
6. The PennDOT consultant team will make signal timing adjustments in the field at no cost to the Municipalities. The timing plans will be implemented during off-peak times on the corridors (10 AM to 2 PM). The Municipal and/or PennDOT computer system may be used for implementation, and the Municipality will be given an opportunity to observe/participate in the implementation. These improvements may include the addition of specific timing plans for peak hour, weekend, school zone, and event operations. Municipalities, PennDOT, and the consultant team will observe traffic conditions after signal timing adjustments and other improvements. Minor adjustments will be identified, implemented and documented via email between the consultant team, Municipalities and PennDOT. PennDOT/Municipal concurrence with the minor adjustments is required prior to finalization of the project. The refinement period is expected to be an iterative process, with the goal of providing optimal signal timing for the corridor. The refinement period is expected is expected to last no more than two (2) weeks.
7. PennDOT, the consultant team and the Municipalities will determine if additional signal retiming adjustments are needed through observation, collection of "after" data, and/or through software modeling. If needed, the PennDOT consultant team will implement signal timing adjustments.. If

PennDOT is implementing timing, the Municipalities will be made aware of any adjustments via email.

8. Once timing updates are satisfactory to PennDOT, involved Municipalities and the consultant team, the signal permits will be updated according to reflect updated conditions. Field conditions will be documented by memorandum, documenting improvements to measures of effectiveness on the corridor. Municipalities will return to typical operations but will maintain the signal improvements from the Regional Signal Retiming Initiative.
9. The cost of completing the signal timing (design and implementation) is the sole responsibility of PennDOT. Should the project identify improvements to movement, sequence or phasing at intersections included in the retiming effort requiring modification(s) to existing equipment or requiring the installation of new equipment to be installed, PennDOT will provide said information to the Municipalities. The decision to make the identified improvements and any required equipment modification(s) or installation(s) shall be at the sole discretion of the Permittee. PennDOT will be provided an opportunity to discuss the advantages of the identified improvements. Should the Municipality exercise its sole discretion to implement the identified improvements, the costs identified for the improvement(s) are the sole responsibility of the Municipality. The Municipality shall have a two (2) week window in which to advise PennDOT on implementation of identified improvements requiring capital expense, else the timing plans will be developed assuming existing movements, phasing and intervals. PennDOT will not force any suggested improvements associated with the retiming effort on the Municipality by revising a valid traffic signal permit at a project intersection. In addition, costs associated with permit compliance issues identified by PennDOT during the retiming effort are the sole responsibility of the Municipal Permittee. .

The RSRI will commence at the signing of the MOU and will conclude one year following implementation of updated (initial) timing. The Municipalities may forward comments/observations on operation. The Department, may, at its discretion and assuming availability of funds, further study conditions on the corridor to address seasonal variations on the corridor.

5 Concept for Future Operations

After the Regional Signal Retiming Initiative is completed, the traffic signals will operate, under municipal control, as specified in the updated signal and system permits and in accordance with PennDOT Publication 191. Any modifications to signal timings should be approved by PennDOT.

October 27, 2014

The Municipalities should reassess signal timings at a minimum of every 3 to 5 years as recommended by PennDOT and FHWA. Future retimings are not included as a part of the RSRI.

Major development which influences the corridor should trigger a reassessment of corridor signal timings. This work will be completed by the developer and/or the Municipalities.

**ROUTE 611 AND ROUTE 263 SIGNAL TIMING PROJECT
CONTACT LIST:**

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Al Freed

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Dennis Haggerty

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Marco Resente

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October 27, 2014

PENNDOT CONSULTANT TEAM INFORMATION:

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Mobile: 856-776-6100
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John Albeck
President
Albeck + Associates
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11/11/14

CHELTENHAM TOWNSHIP

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF CHELTENHAM, CHAPTER 295, THEREOF, ENTITLED "ZONING" BY ADDING A NEW ZONING DISTRICT ENTITLED R3-A AND ENACTING REQUIRED AREA AND BULK REGULATIONS; AND AMENDING ARTICLE XXIV PRESERVATION OVERLAY DISTRICT.

SECTION 1. Chapter 295, entitled "Zoning", is hereby amended by adding a new Article XXXV, entitled R3-A Residence District, §295-255 to read as follows:

§295-255. Applicable regulations.

In the R3-A District, the regulations contained in this article shall apply. The purpose of this Article is to recognize and address the particular difficulties of properties which lie within two municipalities with varying zoning district requirements, and to develop regulations that allow for a coordinated development plan.

§295-256. Use regulations.

A building may be erected, altered or used and a lot or premises may be used for any of the following purposes and for no other:

- A. Single-family detached dwelling
- B. Accessory use on the same lot and customarily incidental to any of the foregoing permitted uses. The term "accessory use" shall not include an office for the conduct of business or any commercial enterprise but shall include:
 - (1) Private garage for use of the occupants.
 - (2) No-impact home-based business, as defined in the Pennsylvania Municipalities Planning Code.
 - (3) A private swimming pool for the use of the occupants.
 - (4) A satellite earth station for the use of the occupants, provided that such satellite earth station complies with the requirements set forth in Article XXIX.
 - (5) A greenhouse, garden area, or accessory maintenance building.

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- C. Signs when erected and maintained in accordance with the provisions of Article XXV hereof and other applicable Township ordinances.

§295-257. Lot area and lot width.

- A. A lot area of not less than 8,500 square feet and a lot width of not less than 70 feet at the street line and extending of that width from the street line to the depth of the rear yard shall be provided for every principal building hereafter erected, altered or used in this district.

§295-258. Lot Coverage.

- A. The building coverage shall not exceed 30% of the lot area.
- B. The impervious coverage shall not exceed 50% of the lot area.

§295-259. Yard regulations.

A. Front yard.

- (1) There shall be a front yard, the depth of which shall be at least 25 feet.
- (2) In the case of a corner lot, a front yard as provided for in Subsection A.(1) shall be required for each street on which the lot abuts.

B. Side yards.

- (1) In the case of a single-family detached dwelling, there shall be two side yards, each having a width of at least 10 feet.

C. Rear yard. There shall be a rear yard, the depth of which shall be at least 25 feet.

§295-260 Building height.

- A. The height of any principal building shall not exceed three stories, and may in no case exceed 35 feet in height.
- B. The height of any accessory building or structure shall not exceed one story or 16 feet in height.

§295-261 Special Regulations

- A. Density. In an R3-A Residential District the number of units per acre shall not exceed 1.9 over the entire tract area within Cheltenham Township, excluding the ultimate right

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of way of any existing public streets. In addition, one existing building per tract may be adaptively reused as one dwelling unit.

- B. No new building shall be located within 50 feet of the ultimate right of way of a state highway. Existing trees and shrubbery, walls, fences and other structures within such required 50 foot buffer shall be retained and perpetually maintained in accordance with a maintenance and operations plan to be approved as a part of any development of the property; and existing trees and shrubbery, walls, fences and other structures within the ultimate right of way shall be retained and perpetually maintained in accordance with a maintenance and operations plan to be approved as part of any development of the property
- C. No new road, driveway or building shall be located closer than 50 feet to an existing residential lot on any property within a zoning district other than R3-A.
- D. Pedestrian circulation shall be provided throughout the tract. Trail and sidewalk interconnection shall be provided to trails and sidewalks on adjoining properties both within Cheltenham Township and other surrounding municipalities. All trails and sidewalks shall be open to the public.

§295-262 Architectural Guidelines

- A. All buildings shall be designed with a single unifying architectural theme which shall reflect and enhance the visual and historic character of the area, both within Cheltenham Township and other surrounding municipalities.
- B. The use of dormers, cupolas, bay windows, offsets, chimneys, balconies, and other architectural details is encouraged and shall be included where appropriate.
- C. Exterior wall and detail materials are to be brick, stone (natural or manmade), stucco, wood or other approved materials on at least 50% of all building facades. Blank or windowless walls are not permitted. Building facades which face residentially zoned properties or properties with a predominately residential character shall be designed to complement those uses.
- D. As part of any land development application, the applicant shall provide architectural renderings of all proposed buildings along with samples of the actual materials to be used. The applicant shall also provide graphic representations showing the relationship between the proposed development and structures in the surrounding area.

SECTION 2. Chapter 295 entitled "Zoning", Article XXIV Preservation Overlay District, §295-187 B. is hereby amended to read as follows:

§295-187. District Established.

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- B. Notwithstanding the foregoing, multiple-dwelling housing for the elderly projects, and the R3-A District (only if the tract under development under single and separate ownership extends into another municipality), are exempt from the requirements of this Article.

SECTION 3. Nothing in this Ordinance or in the Code of the Township of Cheltenham shall be construed to affect any suit or proceedings in any Court, any rights acquired or liability incurred, any permit issued or any cause or causes of action existing under the said Code prior to the adoption of this amendment.

SECTION 4. In all other respects, the Code of the Township of Cheltenham, Chapter 295, entitled "Zoning" is hereby ratified and reaffirmed except where the same is inconsistent with the provisions contained in this Ordinance.

SECTION 5. The provisions of this Ordinance are severable, and if any section, sentence, clause, part or provision thereof shall be held illegal, invalid or unconstitutional by any Court of competent jurisdiction, such decision of this court shall not effect or impair the remaining sections, sentences, clauses, parts or provisions of this Ordinance. It is hereby declared to be the intent of the Cheltenham Township Board of Commissioners that this Ordinance would have been adopted if such legal, invalid or unconstitutional section, sentence, clause, part or provisions had not been included herein.

SECTION 6. This Ordinance shall take effect and be in force from and after it is approved as required by law.

ENACTED into an ORDINANCE this _____ day of _____ 2014.

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS

BY: _____
Harvey Portner, President

ATTEST:

Bryan Havir, Cheltenham Township Manager/Secretary

ORDINANCE NO. ____

AN ORDINANCE AMENDING THE ZONING MAP OF THE TOWNSHIP OF CHELTENHAM, ATTACHED TO AND INCORPORATED IN CHAPTER 295, SECTION 4, OF THE CHELTENHAM TOWNSHIP CODE, BY CHANGING THE ZONING CLASSIFICATION OF A CERTAIN PARCEL OF LAND FROM THE R3 RESIDENTIAL DISTRICT TO R3-A RESIDENTIAL DISTRICT

THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY, DO HEREBY ENACT AND ORDAIN:

Section 1: That Chapter 295, Section 4, Zoning Map of Cheltenham Township, shall be amended to change the hereafter described tract of land presently zoned R3 Residential District to the R3-A Residential District.

All that certain tract or parcel of ground situate in Cheltenham Township, Montgomery County, PA described as follows:

BEGINNING at a concrete monument set on Township line dividing Cheltenham and Springfield Townships and being set on the westerly side of Willow Grove Avenue, said monument being set South 35 degrees 03 minutes 56 seconds West 20.57 feet from a concrete monument set on the westerly side of Willow Grove Avenue marking a corner of lands of David Lloyd and now or formerly Michael F. Harkins; thence leaving said point of beginning and along said right of way the following five courses and distances to wit:

1. South 02 degrees 01 minutes 50 seconds West 78.36 feet to a point,
2. By a curved line curving to the left having a radius of 512.40 feet and an arc length of 5.32 feet to a point,
3. South 03 degrees 12 minutes 07 seconds West 223.91 feet to a point,
4. By a curved line curving to the right having a radius of 1583.50 feet and an arc length of 324.60 feet to a point,
5. South 14 degrees 56 minutes 48 seconds West 161.03 feet to a point thence leaving said right of way and crossing to title line in said Willow Grove Avenue South 55 degrees 03 minutes 18 seconds East 17.89 feet to a point in the bed of said road thence along said road South 12 degrees 33 minutes 42 seconds West 651.57 feet to a point thence leaving said road and along various lots in the Laverock Manor Subdivision North 55 degrees 00 minutes 39 seconds West 651.41 feet to a concrete monument set on the aforementioned township line thence along said township line North 36 degrees 07 minutes 55 seconds West, crossing a water line easement and a driveway easement, 1306.43 feet to a concrete monument being the first mentioned point and place of beginning.

CONTAINING: 10.556 Acres

Such property is also known as Cheltenham Township, Parcel Numbers 31-00-29050-007, 31-00-29053-004, 31-00-29056-019, and 31-00-29056-001.

10-30-14

Section 2: That the proper officers of the Township of Cheltenham shall be directed to amend the Zoning Map of Cheltenham Township in accordance with this ordinance.

ENACTED AND ORDAINED THIS ____ day of ____, 2014.

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

By: _____
Harvey Portner, President

ATTEST:

Bryan Havir, Cheltenham Township Manager/Secretary

Resolution No. 34-14
of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great admiration and respect, honors **DAVID HINSON** on the occasion of his retirement after more than 12 years of dedicated service with the Township; and

Whereas, **DAVID HINSON** joined the Township Parks and Recreation Department staff as Maintenance Custodian on July 8, 2002, after volunteering at department events for two years. Stationed at the Rowland Community Center, he was responsible for cleaning the property inside and out, setting up rooms for recreation programs, and performing basic maintenance. He also assisted when needed at other Township facilities; and

Whereas, Always willing to go above and beyond the call of duty, **DAVE HINSON** served as grill master at many Township events. He was well loved by Rowland patrons and neighbors and will be greatly missed by all his friends and colleagues since his retirement on October 31, 2014.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Nineteenth Day of November, A.D., 2014, does hereby officially honor **DAVID HINSON** for his dedicated service to the Cheltenham community and wishes him good fortune in all his future endeavors. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be presented to Mr. Hinson.

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

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner, President

[Signature]

Attest: _____
Bryan T. Havir
Township Manager and Secretary

Resolution 35-14
of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with great admiration and respect, honors **HELEN VAHEY** on the occasion of her retirement after more than 11 years of dedicated service with the Township; and

Whereas, **HELEN VAHEY** joined the Township staff on October 6, 2003, as Secretary for both the Health Department and Human Resources. In her Health Department role, she processed restaurant and swimming pool licenses and citations for code violations. Under Human Resources, she developed and maintained an invaluable employee database and regularly helped fellow employees with issues regarding benefits or other employment matters. After the Health Department was eliminated, she began assisting the Fire Marshal with preparing letters and processing inspection and investigation reports and inspection bills; and

Whereas, **HELEN VAHEY** also provided invaluable assistance to the Township Manager on numerous occasions and served as the recording secretary for the citizen Substance Abuse and Mental Health Committee. She also employed her wonderful hostess skills to enhance countless Township celebrations and headed the employee Sunshine Club. Her expertise, enthusiasm and good humor will be greatly missed by all her friends and colleagues after her retirement on November 26, 2014.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Nineteenth Day of November, A.D., 2014, does hereby officially honor **HELEN VAHEY** for her dedicated service to the Cheltenham community and wishes her good luck in all her future endeavors. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be presented to Ms. Vahey.

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

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir
Township Manager and Secretary

RESOLUTION NO. 44-14

RESOLVED, that the Cheltenham Township Board of Commissioners authorizes the scheduling of a public hearing on Wednesday, December 17, 2014 at 7:30 p.m. to consider an amendment of the Zoning Ordinance establishing a new zoning district entitled "R-3A" along with use and other associated regulations and to consider a second ordinance rezoning approximately 10.556 acres with frontage on Willow Grove Avenue to the R-3A Zoning District.

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

Harvey Portner

Harvey Portner, President

Bryan T. Havir

Bryan T. Havir,
Township Manager/Secretary

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND SPRINGFIELD TOWNSHIP

The Agreement ("Agreement") is made this _____ day of _____, 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 Springfield, Montgomery County, Pennsylvania, (Springfield), a body corporate and politic organized and existing under the laws of the Commonwealth of Pennsylvania, having a principal place of business at 1510 Paper Mill Road, Wyndmoor, Pennsylvania. Cheltenham and Springfield are referred to herein together as the "Reciprocal Parties" and are referred to herein, variously, as the "discharging Reciprocal Party", the "receiving Reciprocal Party", the "Exceeding Reciprocal Party" and the "non-Exceeding Reciprocal Party", as applicable.

BACKGROUND

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

WHEREAS, Springfield owns and operates wastewater and conveyance facilities providing Wastewater Conveyance Services; and

WHEREAS, the Reciprocal Parties have entered into prior wastewater agreements whereby Cheltenham agreed to provide Springfield with Wastewater Conveyance Services and vice versa; and

WHEREAS, the Reciprocal Parties are subject to revised conditions contained in the Agreement between Cheltenham and the City of Philadelphia ("City"); and,

WHEREAS, the Reciprocal Parties desire to rescind all previous Agreements between themselves pertaining to Wastewater Conveyances Services prior to the effective date of this Agreement; and

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

WHEREAS, Springfield desires to continue to procure Wastewater Conveyance Services from Cheltenham to ensure conveyance to the City for wastewater treatment for Springfield; and

WHEREAS, Cheltenham desires to continue to procure Wastewater Conveyance Services from Springfield to ensure conveyance to the City for wastewater treatment for Cheltenham; and

WHEREAS, the Reciprocal Parties desire to enter into a new Wholesale Wastewater Agreement, which shall address, but is not limited to, Springfield's Flow Limits at its Points of Interconnection with Cheltenham's Conveyance System, Cheltenham's Flow Limits at its Points of Connection with Springfield's Conveyance System, 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 Springfield; and

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

WHEREAS, each Reciprocal Party desires to provide and each Reciprocal party, in turn, 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 Reciprocal 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**: The Pennsylvania Sewage Facilities Act, which dictates 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 provided by the 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 concentration (milligrams per liter (mg/l)).
- C. **City**: City of Philadelphia and/or the Philadelphia Water Department.
- 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 Limits: The maximum amount of wastewater that may be discharged to a Reciprocal Party 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 flow limit at that point of connection on two or more occasions during any six month period.
- 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 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 (Missing from Cheltenham Agreement)
- 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. A treatment works, as defined by Section 212 of the Clean Water Act (33 U.S.C. 1292), which is owned by the City, including any devices and systems used in the storage, treatment, recycling, or reclamation of municipal sewage and industrial waste. This definition includes any sewers that convey wastewater to the POTW treatment plant, but does not include pipes, 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.
- 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 the Flow Limits contained in Exhibit 1, attached hereto and fully incorporated by reference. However, as long as Springfield or Cheltenham remains in full compliance with Section III, Paragraph C, the exceeding Township's existing exceedances shall not be deemed "cause" under this paragraph".
 - (2) Failure by either Reciprocal Party to meet its financial obligations under this Agreement for a period of three (3) consecutive billing periods.
 - (3) Failure by any 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 either Reciprocal Party 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 Springfield from approved points of interconnection identified in Exhibit 1 of this Agreement. Springfield shall convey all wastewater and its by-products delivered by Cheltenham from approved points of interconnection identified in Exhibit 1 of this Agreement.
- B. Flow and Loading Limits: The wastewater delivered by Springfield to Cheltenham shall not exceed the maximum flow limits and loading limits as set forth in Exhibit 1 of this Agreement. The wastewater delivered by Cheltenham to Springfield shall not exceed the maximum flow limits and loading limits as set forth in Exhibit 1 of this Agreement. Any Flow limits and/or loading exceedances, costs and or penalties noted

by the City shall be passed on proportionally or, upon determination of their source, allocated proportionally.

C. Prohibition on Discharges that Exceed the Flow Limits.

- (1) Each Reciprocal Party's wastewater flow from each point of connection shall not exceed the corresponding maximum flow and/or loading limit for the connection point as set forth in Exhibit 1 of the Agreement. No planned sewer extensions that will cause or contribute to an exceedance shall be permitted without the written approval of the other Reciprocal Party unless required by a regulatory agency with jurisdiction or contained in an approved connection management plan. Springfield shall be proportionally responsible for all Cheltenham's costs and damage caused by Springfield's exceedances of the stated Flow Limits. Cheltenham shall be proportionally responsible for all Springfield's costs and damage caused by Cheltenham's exceedances of the stated Flow Limits.
- (2) If the discharge of either Reciprocal Party exceeds per C.(1), within ninety (90) days of the effective date of this Agreement or within 90 days of any request for such issued in writing by the other Reciprocal Party, the Exceeding Reciprocal Party shall develop and implement an inflow and infiltration reduction program. This program shall employ I/I reduction technologies consistent with Cheltenham's Corrective Action Plan ("CAP") (and , if there is one, Springfield's CAP) mandated by PADEP, for eliminating exceedances of the Exceeding Reciprocal Party's Flow Limits.
 - (a) When applicable, the report shall include a description and proposed timeline for an I/I reduction program in the Tookany Basin within Springfield Township. The report shall address the reasons for the flow exceedance(s), level of exceedance(s), corrective action(s) to eliminate the exceedance(s), and milestone dates for each corrective action to eliminate the exceedance(s). A quarterly update shall be submitted to Cheltenham by the fifteenth day of the month following the end of the quarter.
 - (b) When applicable, the report shall include a description and proposed timeline for an I/I reduction program in the _____ within Cheltenham or in the _____ within Springfield, whichever is applicable. The report shall address the reasons for the flow exceedance(s), level of exceedance(s), corrective action(s) to eliminate the exceedance(s), and milestone dates for each corrective action to eliminate the exceedance(s). A quarterly update shall be submitted to Springfield by the fifteenth day of the month following the end of the quarter.
- (3) Within thirty (30) days of receipt of the plan, authorized representatives of Springfield and Cheltenham shall meet to discuss the content of the proposed plan, including any revision to be required to conform with the non-Exceeding Party's Corrective Action Plan (if any) prior to implementation of the plan. Unless the non-Exceeding Reciprocal Party submits written amendments to the

plan to the Exceeding Reciprocal Party no more than thirty (30) days after the meeting, the plan shall be deemed to be approved.

The Exceeding Reciprocal Party is subject to charges of \$10,000 per week if it fails to submit an acceptable plan to the City. Should the City levy such charges, and the Exceeding Reciprocal Party has not met its Flow Limits, the Exceeding Reciprocal Party will pay as follows:

- (a) If neither municipality submits an approvable plan, or if a combined plan developed for both municipalities is not approved, the Exceeding Reciprocal Party will pay the proportion of the City charges corresponding to the Exceeding Reciprocal Party's capacity in the system; or,
 - (b) If only one municipality fails to submit an approvable plan, that municipality will be responsible for the full amount of the charges to City. Should Springfield and Cheltenham agree to challenge such charges imposed by the City, all legal costs will be apportioned to both municipalities in accordance with each municipality's capacity in the system.
- (4) In the event of a Flow Exceedance, nothing herein shall require either Reciprocal Party to certify the availability of, and/or make available, conveyance capacity within the Reciprocal Party's sanitary sewer system for the other Reciprocal Party for additional connections, except as provided under a PADEP Connection Management Plan (CMP), until Flow Exceedance have been eliminated or abated. If PADEP restricts EDUs to a Reciprocal Party via a CMP, the other Reciprocal Party shall be included in all such discussions with PADEP, and in the CMP.
- (5) Under no circumstances, whatsoever, shall the additional flow from any new or enlarged sanitary sewer, should such be built by Springfield, cause or contribute to the unpermitted discharge of sewage from anywhere within Cheltenham or the City. Under no circumstances, whatsoever, shall the additional flow from any new or enlarged sanitary sewer, should such be built by Cheltenham, cause or contribute to the unpermitted discharge of sewage from anywhere within Springfield or the City.
- (6) Each Reciprocal Party agrees, on a temporary basis, to accept the current flow and to allow, on a temporary basis, exceedances of the other Reciprocal Party's Flow Limits under the following terms and conditions:
- (a) the Exceeding Reciprocal Party shall within five (5) days, institute Corrective Action Planning within its service area.
 - (b) the Exceeding Reciprocal Party shall work in conjunction with the non-Exceeding Reciprocal Party in developing its Corrective Action Plan. The Exceeding Reciprocal Party shall meet with the non-Exceeding Reciprocal Party, at a minimum, every three (3) months to update the non-Exceeding Reciprocal Party on its efforts to complete its Corrective Action Plan.
 - (c) Should a Reciprocal Party or the City determine, based upon its flow monitoring, that an Exceeding Reciprocal Party's exceedances of its Flow

Limits are either causing or contributing to unpermitted discharges of sewage anywhere within the City, the Exceeding Reciprocal Party shall cease such discharges upon notification and shall hold or contain within the Exceeding Reciprocal Party's all volumes of sewage necessary to comply with flow limits contained in this Agreement per the terms and conditions of PADEP.

Failure to comply with this paragraph shall, in addition to all other remedies under this contract and under applicable law, be cause for termination of this contract per terms and conditions of PADEP. Further, notwithstanding any other provisions in this contract, failure to comply with this paragraph shall eliminate and render null and void the waiver of Exceedance charges provisions, (the waiver for the first five [5] years from the Date of this Agreement as well as the waiver of Exceedance charges thereafter) and the non-compliant Reciprocal Party shall be liable for all Exceedance Charges starting at the Effective Date of this Agreement.

- (d) No later than five (5) years and zero (0) months from the Effective Date of this Agreement, each Reciprocal Party shall either be in compliance with the Flow Limits contained in Exhibit 1 or shall have entered into a new contract with the other Reciprocal Party whereby the other Reciprocal Party has agreed to accept additional flow from the non-compliant Reciprocal Party, and the non-compliant Reciprocal Party is now in compliance with these new flow limits. Neither party is under any obligation to enter into a new contract with the other.
- (e) Although under absolutely no obligations to accept additional flow from a Reciprocal Party, should a Reciprocal Party, in its discretion, agree to accept additional flow, the Reciprocal Party from which the additional flow originates shall be responsible for paying its costs associated with managing this additional flow.
- (f) Should either Reciprocal Party fail to comply with subparagraph (d), and not be in compliance with either its existing Flow Limits or any new flow limits that may be agreed upon by the Reciprocal Parties within five (5) years and zero (0) months from the Effective Date of this Agreement, the non-compliant Reciprocal Party shall be subject to Exceedance Charges as set forth in this Agreement.

D. Exceedance Charges.

Exceedances of Flow Limits can cause serious environmental and operational problems. Exceedances can cause localized sections of a sewer system to become surcharged and result in unpermitted discharges of sewage. Exceedances can increase or contribute to the volume and duration of SSOs contrary to a party'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, a party being required to significantly increase its capital

and operating expenditures, pay significant environmental fines, and/or pay Exceedance Charges to the City as per Cheltenham's Agreement with the City.

Therefore, to ensure exceedances of Flow Limit will not occur, each Reciprocal Party imposes Exceedance Charges on its wastewater conveyance customers. Should a Reciprocal Party exceed its Maximum Flow Limits contained in Exhibit 1, such Reciprocal Party shall pay Exceedance Charges, as set forth below, in full, to the other Reciprocal Party as part of their next billing statement.

Any exceedance charges which Cheltenham must pay the City for Springfield flow exceedance will be reimbursed to Cheltenham by Springfield. Such charges shall be paid in accordance with the charge formula in place for Cheltenham exceedances into the City. Any flow exceedance by Springfield 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 maximum allowable total flow allocation for Springfield Township as set forth in Exhibit 1, Springfield shall pay Cheltenham \$110 for each cfs of exceedance or portion thereof.

During 2013, 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.

Although Springfield has periodically exceeded its Flow Limits, and may do so periodically over the next five (5) years, Cheltenham agrees to waive all Exceedance Charges for five years and zero (0) months from the Effective Date of this Agreement, if Springfield takes the following actions:

- (1) Implements a Correction Action Plan; and,
- (2) Meets the schedule in its approved CAP to eliminate inflow and infiltration into its sewer system from Springfield in order to achieve the goal of remaining within its Flow Limits.

This waiver, however, becomes null and void should Springfield violate Section III. C. (6) (c) of this Agreement. If Section III. C. (6) (c) of this Agreement is violated, Springfield shall be charged and agrees to pay within 30 days all Exceedance Charges for all exceedances from the Effective Date of this Agreement.

These Exceedance Charges provisions continue in full force and effect for as long as Cheltenham provides Wastewater Conveyance Services to Springfield. Exceedance Charges shall not be assessed for those storm events that are so severe that the PADEP has waived fines and penalties across the region for such events, where such fines are waived by PADEP for both Springfield and Cheltenham.

If, subsequent to the execution of this Agreement, Springfield enters into a wastewater discharge agreement with the City substantially similar to Cheltenham's Agreement with the City, then each provision of this Section III.D. and F. which applies to Springfield shall apply with equal force and effect to Cheltenham, including but not

limited to the payment of exceedance charges by Cheltenham pursuant to Section III.D.

- E. Certification of Sewer Capacity. Each Reciprocal Party, in its sole, absolute and complete discretion, may determine that such Reciprocal Party does not have adequate sewer capacity to permit additional sewer connections to any part of the (Exceeding) Reciprocal Party's system that will discharge to the Reciprocal Party if the Exceeding Reciprocal Party has exceeded the Flow Limits set forth in Exhibit 1 and has failed to comply with Section III. C. (6) c or 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 PBCs 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, Springfield 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 Springfield 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 Springfield 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. Springfield agrees to implement these requirements or a reduction in its drainage area simultaneously with the City's implement of these new requirements.
 - (4) Accept and not exceed a numeric limit for PCB discharge into the NEWPCP which shall be consistent with Springfield'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 Springfield 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 and Conveyance. Springfield shall pay its proportionate allocation of the cost of treatment and conveyance of wastewater via Cheltenham Township's

conveyance system and the City's facilities in accordance with generally accepted wastewater rate methodologies, as determined by Cheltenham for its conveyance and the treatment by the City charged to Cheltenham by the City. Cheltenham shall do the same at such time that Springfield executes an Agreement with the City substantially similar to the wastewater discharge agreement executed between the City and Cheltenham.

- (1) Treatment and conveyance charges to be paid by Springfield shall be the proportional part 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 BOD charge, and the actual cost of the suspended solids charge, and management fees.
- B. Operation and Maintenance Charges. Each discharging Reciprocal Party shall pay to the receiving Reciprocal Party a portion of the cost of maintaining and keeping in repair the sewer systems of the receiving Reciprocal Party and the City used by the discharging Reciprocal Party, said cost to be apportioned to the discharging Reciprocal Party based upon the proportion of the allocated flows from the discharging Reciprocal Party tributary to the point where the maintenance or repairs are made. The receiving Reciprocal Party shall present to the discharging Reciprocal Party on the 15th of November each year, a statement of the cost of maintenance and repairs and the discharging Reciprocal Party's proportionate share thereof. 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 a receiving Reciprocal Party or the City, and the project conveys or affects a discharging Reciprocal Party's wastewater flow, then the discharging Reciprocal Party shall be responsible for a portion of the construction costs for such, including engineering, permitting and design of the project. The receiving Reciprocal Party agrees to inform the discharging Reciprocal Party of the project and agrees to submit to the discharging Reciprocal Party an engineer's estimate and project schedule during preliminary design and again during final design. The discharging Reciprocal Party has thirty (30) days to respond and comment. The receiving Reciprocal Party and their Solicitor will review comments and a response shall be provided within 30 days. Said costs for capital improvements shall be apportioned to the receiving Reciprocal Party based upon the proportion of the allocated flows from the discharging Reciprocal Party tributary to the point where the capital improvements are made. The receiving Reciprocal Party and/or its engineering consultant shall provide a cost allocation analysis which defines the discharging Reciprocal Party's proportionate share of costs to the discharging Reciprocal Party for comment with final determination made by Agreement of Reciprocal Parties. If a response is not received within the thirty (30) days, the receiving Reciprocal Party will proceed with the project.
- D. Fines. If at any time the receiving Reciprocal Party experience an SSO within the Conveyance System in which it serves the discharging Reciprocal Party, and it is proven that wastewater flows from the discharging Reciprocal Party were in exceedance of its Flow Limits and contribute to the SSO, the discharging Reciprocal

Party 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. The discharging Reciprocal Party shall pay to the receiving Reciprocal Party if and when the Receiving Reciprocal Party is called upon to make payment. The discharging Reciprocal Party shall not pay the City exceedance charges on any sewage flow quantities for which it pays fines or cleanup costs.

E. Right to Review. The discharging Reciprocal Party shall have the right, upon written request, to review the receiving Reciprocal Party's method of computing the charges for, and allocating the cost of providing to the discharging Reciprocal Party wastewater conveyance through the receiving Reciprocal Party and treatment services by the City. Such review shall be subject to the provisions of Notice of Changes in rates (Section IV.G.).

F. Billing.

- (1) Each discharging Reciprocal Party shall provide each receiving Reciprocal Party 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 BOD and TSS from each receiving Reciprocal Party has upset the treatment process, then each receiving Reciprocal Party will review quarterly records to assist with determining a possible source.
- (2) Each receiving Reciprocal Party shall render bills to each discharging Reciprocal Party 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) Each receiving Reciprocal Party 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 each receiving Reciprocal Party by each discharging Reciprocal Party within ninety (90) days of receipt of the bill by the discharging Reciprocal Party. If the discharging Reciprocal Party objects to any bill, in whole or in part, the discharging Reciprocal Party shall notify the receiving Reciprocal Party in writing prior to the bill's due date. This writing shall hereinafter be referred to as the "Objection Letter". The discharging Reciprocal Party 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 90 days that contradicts a bill, Reciprocal 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 Springfield shall meet to discuss the substance of the Objection Letter. In the event that no such resolution can be reached, the

Reciprocal Parties shall then proceed to arbitration as provided under Section VIII of this Agreement.

- (b) Within sixty (60) after receipt by the receiving Reciprocal Party of the Objection Letter, Cheltenham and Springfield 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, the discharging Reciprocal Party shall have the opportunity to inspect and audit the receiving Reciprocal Party's record provided to the discharging Reciprocal Party by the receiving Reciprocal Party in accordance with Section XI.A. of this Agreement.

All billing, including those subject to an Objection Letter, shall be paid in full and by the due date.

G. Notice of Changes in Rates.

- (1) Each receiving Reciprocal Party shall provide notice to each discharging Reciprocal Party of any change in rates charged to the receiving Reciprocal Party 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 a discharging Reciprocal Party has an objection to the change in rates or billing practices imposed by the City, the discharging Reciprocal Party shall notify the receiving Reciprocal Party, in writing, within sixty (60) days from receipt of the receiving Reciprocal Party'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 the discharging Reciprocal Party fails to serve the receiving Reciprocal Party with a Change Objection Letter within one hundred twenty (120) days from receipt of the receiving Reciprocal Party's notice, the rate increase or change in billing practices shall be deemed fully accepted and approved by the discharging Reciprocal Party and the discharging Reciprocal Party shall have waived all rights under this Agreement or by any other legal proceeding to contest the rate increase or change in billing practices.

V. CONSTRUCTION, OPERATION, AND MAINTENANCE OF CONVEYANCE SYSTEMS

- A. Design and Construction of Sewers. Each discharging Reciprocal Party at its sole cost and expense shall design, construct, own, operate, maintain, and repair the sanitary sewers and connection to the receiving Reciprocal Party's system necessary to convey its wastewater to the receiving Reciprocal Party'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) The receiving Reciprocal Party may require additional connection points or approve the discharging Reciprocal Party's request for additional connection points. Costs shall be borne by the party initiating the action.
 - (3) If an approved point of connection is abandoned, that capacity may be redistributed to the receiving Reciprocal Party's other 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 the receiving Reciprocal Party, the discharging Reciprocal Party shall submit a plan to the receiving Reciprocal Party outlining actions to be taken to eliminate unauthorized or harmful discharges if any of the discharging Reciprocal Party's connections to the receiving Reciprocal Party's wastewater system are determined by the receiving Reciprocal Party 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 the receiving Reciprocal Party'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) The receiving Reciprocal Party shall approve or reject said plans within 30 days, and shall notify the discharging Reciprocal Party in writing, of the basis for rejection of the proposed plan. In the event that the receiving Reciprocal Party rejects the discharging Reciprocal Party's proposed plan, Reciprocal Parties agree to promptly meet and discuss the basis for the receiving Reciprocal Party's rejection and to attempt to negotiate in good faith terms acceptable to Reciprocal Parties. If an amicable resolution cannot be met, the Reciprocal Parties shall proceed with Section VIII Disputes.
 - (3) Any action pursuant to this Section, and Section VIII if necessary, taken to assess and correct unauthorized discharges within the discharging Reciprocal Party shall be at the sole expense of the discharging Reciprocal Party.

VI. METERING SAMPLING AND DATA

- A. Meters and Equipment. The discharging Reciprocal Party shall own, operate, and maintain the meter(s) and the electronics associated with and required for the accurate measurement of wastewater flow into the receiving Reciprocal Party's system 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. The discharging Reciprocal Party shall provide the receiving Reciprocal Party quarterly, and upon request, copies of all metering and calibration test/studies performed on any of the discharging Reciprocal Party's meters or equipment, and shall notify the receiving Reciprocal Party, in writing, as provided under this Agreement, of its determination to utilize temporary flow meters as provided under this paragraph. The discharging Reciprocal Party shall set up their own data telemetry system at their expense. The discharging Reciprocal Party 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 the Reciprocal Parties..

B. Metering. The discharging Reciprocal Party shall measure wastewater flow and loadings by metering and sampling at the point of connections whenever the discharging Reciprocal Party, in its discretion, determines it to be necessary, practical and/or economical. The receiving Reciprocal Party, upon reasonable notice to the discharging Reciprocal Party, shall be entitled to jointly inspect the metering equipment maintained by discharging Reciprocal Party. The receiving Reciprocal Party shall base its operation and maintenance charges on actual flow and loadings measurements whenever available and deemed accurate by the receiving Reciprocal Party. In the absence of actual flow and loadings measurements, the receiving Reciprocal Party shall estimate for billing purposes, using generally accepted engineering judgment, previously metered flow(s) and/or strength(s).

- (1) If the receiving Reciprocal Party 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) The receiving Reciprocal Party shall have the right, upon verbal notice to the discharging Reciprocal Party, to enter the areas in the discharging Reciprocal Party served by the receiving Reciprocal Party under this Agreement at any time to sample the discharging Reciprocal Party's wastewater for billing or investigative purposes.
- (2) The receiving Reciprocal Party shall have the right to enter the areas in the discharging Reciprocal Party served by the receiving Reciprocal Party under this Agreement at any time for the following purposes:
 - (a) To sample the wastewater of an SIU in accordance with Exhibit 2; and/or
 - (b) To trace a spill into the wastewater system, if such spill is believed to originate in the discharging Reciprocal Party.
- (3) The discharging Reciprocal Party shall have the right to obtain splits of wastewater samples taken by Cheltenham for billing purposes

(4) All receiving Reciprocal Party costs associated with sampling shall be the responsibility of the receiving Reciprocal Party .

D. Data to be supplied the receiving Reciprocal Party .

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

Geographic Information Systems data in form of shapefiles, databases, and/or files compatible with the receiving Reciprocal Party's version of ESRI ArcGIS software, or data in a format acceptable to the Reciprocal Parties, to include the following features and attribute data:

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

E. Data to be Supplied to discharging Reciprocal Party .

With regard to the receiving Reciprocal Party's points of interconnection with the discharging Reciprocal Party , the receiving Reciprocal Party shall make available to the discharging Reciprocal Party all data specified in Paragraph D immediately above.

F. Minimum Number of EDUs. Notwithstanding the above, where less than a minimum number of EDUs are connected into the receiving Reciprocal Party's Sewer System at any point from an area in the discharging Reciprocal Party, the receiving Reciprocal Party 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 the Reciprocal Parties.

VII. PRETREATMENT AGREEMENT

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

VIII. DISPUTES

- A. Arbitration of Disputes. In the event of a dispute between the Reciprocal Parties concerning terms, conditions, and covenants of the Agreement or upon the issuance by a discharging Reciprocal Party of an Objection Letter or Change Objection Letter, Cheltenham and Springfield 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 Springfield agree to accept venue therein.
- B. Arbitration Panel. The Arbitration Panel shall be composed of three (3) arbitrators, one appointed by Cheltenham, one by Springfield, and the third by Agreement of the arbitrators selected by Cheltenham and Springfield within Montgomery County.
- (1) The arbitrators representing Springfield 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 Springfield 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 Springfield or any other municipality which contributes wastewater flow to Cheltenham, from which the third arbitrator shall be selected.
 - (2) The arbitrator by Springfield 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 Reciprocal 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 Reciprocal Parties, except in the case of fraud.
 - (5) Upon mutual Agreement of Cheltenham and Springfield, the arbitration may be delayed for a specified period of time in order to allow the Reciprocal 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 Reciprocal Parties.

IX. INDEMNIFICATION

- A. Indemnity by Springfield. Springfield 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 Springfield's wastewater through Cheltenham's sanitary sewer system, where such injury is due to the negligence of Springfield or its employee, servant 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 Springfield, 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 Springfield and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.

B. Indemnity by Cheltenham. Cheltenham agrees to defend, indemnify and save harmless Springfield 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) Springfield'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 Cheltenham's wastewater through Springfield's sanitary sewer system, where such injury is due to the negligence of Cheltenham or its employee, servant 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 Cheltenham, 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 Cheltenham and later determined to be ineligible for reimbursement by the appropriate regulatory agency or grant auditors.

C. Apportionment. Cheltenham and Springfield agree that in the event of EPA or PADEP action or any other governmental regulatory action against a receiving Reciprocal Party of any kind whatsoever, for activities carried out under this Agreement either by Cheltenham or Springfield, they shall equitably apportion responsibility for payment of any cost, fines, penalties or damages arising from such action. Should Cheltenham bill Springfield pursuant to this paragraph, Cheltenham shall inform Springfield as to the nature of the bill. Should Springfield bill

Cheltenham pursuant to this paragraph, Springfield shall inform Cheltenham as to the nature of the bill.

- D. Course of Treatment. Springfield 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 Springfield or its employees, servants or agents and where such injuries result in a direct increase in City's operating costs. Springfield shall be responsible for its proportionate share of such increase in costs.
- E. Course of Treatment. 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 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 cost. Cheltenham shall be responsible for its proportionate share of such increase in costs.
- F. All Remedies Available. Nothing set forth in this Agreement shall limit or prohibit Cheltenham or Springfield 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

- G. Rerates. If the NEWPCP, or any other POTW servicing flows from Springfield, is rerated without any physical expansion paid exclusively by the City, Springfield's charges shall be adjusted accordingly to reflect Cheltenham's new proportionate share of the rerated facility. If the NEWPCP, or any other POTW servicing flows from Cheltenham, is rerated without any physical expansion paid exclusively by the City, Cheltenham's charges shall be adjusted accordingly to reflect Springfield's new proportionate share of the rerated facility.
- H. Contributions. 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 Springfield, Springfield 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. If the City requires contribution by Springfield to increase the rated capacity of the NEWPCP, or any other plant servicing Springfield's flow, and a proportion of that contribution is paid by Cheltenham, Cheltenham shall receive an increase in its capacity of wastewater flow and/ or loading to Springfield 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 Springfield agree to maintain complete records and accounts concerning their responsibilities under this Agreement. Reciprocal Parties shall, at all times, have the right to examine and inspect said record and accounts upon thirty (30) days written notice. If required by law or regulation, Cheltenham and Springfield shall make said records and accounts immediately available to federal and state authorities.
- B. No Transfer of Right. Each discharging Reciprocal Party 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 the receiving Reciprocal Party and the City.
- C. Ownership, Management and Control of Collection and Conveyance Facilities. Each receiving Reciprocal Party retains sole ownership and control of wastewater collection and conveyance facilities in such receiving Reciprocal Party and agrees to operate, maintain, repair, and improve it facilities associated with service to the discharging Reciprocal Party. Each receiving Reciprocal Party retains the sole exclusive right to make all managerial and other decisions regarding it 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 Springfield and Cheltenham.
- D. Successors and Assigns. All the covenants contained in this Agreement shall extend to and bind the respective successor and assigns of the Reciprocal 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 Springfield 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 provision 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 Reciprocal 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 Springfield. This Agreement supersedes all previous wastewater Agreements between Cheltenham and Springfield, which are hereby deemed revoked and terminated, except

with regards to any outstanding claims, notice of violation or governmental actions made during the period such Agreements were in effect through the effective date of this Agreement.

- H. Third Party Review. Springfield agrees that this Agreement is made subject to any future change or modification in the present existing Agreement between Cheltenham and the City and that it will be bound by such changes or modifications as and when made. Cheltenham agrees to consult with Springfield prior to completing any negotiations for any such changes or modifications, to determine the applicability of such changes or modifications to Springfield, and to determine if renegotiation of the Agreement is necessary. Cheltenham agrees that this Agreement is made subject to any future change or modification in the present existing Agreement between Springfield and the City and that it will be bound by such changes or modifications as and when made. Springfield agrees to consult with Cheltenham prior to completing any negotiations for any such changes or modifications, to determine the applicability of such changes or modifications to Cheltenham, and to determine if renegotiation of the Agreement is necessary.
- 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. 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 Springfield:

Township Manager
Township of Springfield
1510 Paper Mill Road
Wyndmoor, PA 19038

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

IN WITNESS WHEREOF, the Township of Cheltenham has caused this Agreement to be executed; and the Township of Springfield, acting through its duly authorized officials, has executed this Agreement on behalf of Township of Springfield as of the day and year first above written.

TOWNSHIP OF CHELTENHAM

By: _____
Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan Havir
Township Manager/Secretary

TOWNSHIP OF SPRINGFIELD

By: _____
James E. Dailey, President
Board of Commissioners

Approved as to form:

Donald Berger
Township Manager/Secretary

WASTEWATER SERVICE AGREEMENT
BETWEEN CHELTENHAM TOWNSHIP AND SPRINGFIELD
TOWNSHIP

EXHIBIT 1

Area	Location	Point of Interconnection	Maximum Allowable Flow (cfs)
		There are approximately 108 residential properties that are served by Cheltenham Township.	N/A

Note: Connection points are not metered at this time. The connection points are subject to periodic temporary metering by Cheltenham.

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 36-14**

A RESOLUTION AUTHORIZING THE TOWNSHIP ADMINISTRATION TO PURSUE A STATE TRANSPORTATION GRANT UNDER THE GREEN LIGHT-GO PROGRAM TO PERFORM A TRAFFIC SIGNAL STUDY AND LED LIGHT UPGRADES AT TEN STATE-OWNED INTERSECTIONS THROUGHOUT CHELTENHAM TOWNSHIP

WHEREAS, the Township of Cheltenham, Montgomery County, Pennsylvania is desirous of applying to the Pennsylvania Department of Transportation (PennDOT) for funding under the Green Light – Go Municipal Signal Partnership Program to financially aid in the Township’s replacement of existing incandescent lamps with new LED lamps in all pedestrian and traffic signals at state-owned intersections; and

WHEREAS, the Township has upgraded all but 10 intersections to LED lamps; and

WHEREAS, the Township will need to take inventory of the 10 intersections to fully identify the number of traffic and pedestrian signals that require upgrading to LED lamps; and

WHEREAS, the proposed physical improvements will improve safety and mobility of traffic and pedestrians in Cheltenham Township, by improving the visibility of traffic and pedestrian signals at state-owned intersections; and

WHEREAS, a fully upgraded traffic and pedestrian signal network to LED technology will greatly improve energy efficiency and longevity, which will therefore reduce the Township’s cost to operate the traffic and pedestrian signals; and

WHEREAS, the municipal matching funds are available through the FY 2015 sub-allocation appropriations to fund the cost up to 50% of the inventorying, reporting, acquisition and installation activities; and

WHEREAS, Green Light-Go program will impose certain obligations upon the Township of Cheltenham and will require it to provide a local share of project costs of up to 50% of the total project costs;

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Township of Cheltenham, Montgomery County, Commonwealth of Pennsylvania that the Township Administration be authorized to submit a funding application for FY 2015 to PennDOT appropriations in the amount of \$16,735.00 for the project identified in Appendix “A”.

BE IT FURTHER RESOLVED, that the Township Manager be authorized to execute and file all future forms and applications for Green Light-Go assistance on behalf of the Township of Cheltenham as they relate to this state funding request; and that the Township Manager, be authorized to execute and file with the application all required certifications and assurances and other documents as they relate to this state funding request.

BE IT FURTHER RESOLVED, that the Township of Cheltenham will commit to the local share of the project costs.

DONE IN ELKINS PARK, PENNSYLVANIA, under my hand and the Seal of the Township of Cheltenham, this nineteenth day of November, A.D., 2015, in the year of the Township of Cheltenham the one hundred fifteenth.

Resolved and adopted this 19th day of November, A.D., 2014.

ATTEST:

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



Bryan T. Havir
Township Manager and Secretary



By: _____
Harvey Portner, President

APPENDIX "A"

TRAFFIC AND PEDESTRIAN SIGNAL STUDY AND LED LIGHT UPGRADES

COST ESTIMATE

QTY	Unit	Description	Unit Price	Total
1	EA	Traffic and Pedestrian Signal Study	\$3,000.00	\$3,000.00
109	EA	Red LED Lamp	\$66.00	\$7,194.00
109	EA	Yellow LED Lamp	\$66.00	\$7,194.00
109	EA	Green LED Lamp	\$66.00	\$7,194.00
7	EA	Yellow LED Arrow Lamp	\$10.00	\$70.00
10	EA	Green LED Arrow Lamp	\$10.00	\$100.00
27	EA	Hand Man LED Lamp	\$10.00	\$270.00
10	EA	Pedestrian LED Signal Lamp	\$8.00	\$80.00
30	HRS	Labor to Install LED Lamps at 10 Intersections (Consortium Pricing)	\$93.00	\$2,790.00
			SUBTOTAL	\$27,892.00
			20% Contingency	\$5,578.00
			TOTAL	\$33,470.00
			50% Match	\$16,735.00

STATE-OWNED INTERSECTIONS (* to be upgraded)

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Ashbourne Road & Central Avenue & Tookany Creek Parkway 2. Ashbourne Road, Front Street, Ashmead Road & Arbor Road * 3. Ashbourne Road & Oak Lane Road * 4. Ashbourne Road & New Second Street 5. Central Avenue & Cottman Avenue 6. Church Road & Township Line Road 7. Church Road & New Second Street * 8. Church Road & High School Road * 9. Church Road & Chelten Hills Drive 10. Church Road & Greenwood Avenue * 11. Church Road & Rices Mill Road 12. Church Road & Limekiln Pike 13. Church Road & Waverly Road 14. Church Road & Willow Grove Avenue 15. Easton Road & 309 Ramps 16. Easton Road & Limekiln Pike 17. Glenside Avenue & Limekiln Pike * 18. Glenside Avenue & Greenwood Avenue 19. Greenwood Ave, Rices Mill Rd & Longfellow Rd 20. Greenwood Avenue & Township Line Road & Summit Avenue & West Avenue 21. Limekiln Pike & Willow Grove Avenue 22. Limekiln Pike & Waverly Road * 23. Limekiln Pike & Harrison Avenue * 24. New Second Street & Coventry Road | <ol style="list-style-type: none"> 25. New Second Street & Oak Lane Road * 26. Ogontz Avenue (Rte 309) & Greenwood Avenue 27. Ogontz Avenue (Rte 309) & Shoppers Lane 28. Ogontz Avenue (Rte 309) & Limekiln Pike 29. Tookany Creek Parkway & Old Soldiers Road & Central Avenue 30. Township Line Road & Breyer Drive 31. Township Line Road & Meetinghouse Road 32. Township Line Road & Cedar Road 33. Township Line Road, Jenkintown Road & Fairview Road 34. Township Line Road & New Second Street 35. Washington Lane & Township Line Road 36. Washington Lane & Church Road * 37. Washington Lane & Ashbourne Road 38. Washington Lane & Lucretia Mott Way 39. Washington Lane & Shoppers Lane 40. York Road & Township Line Road 41. York Road & Meetinghouse Road 42. York Road & Green Briar Road 43. York Road & Church Road 44. York Road & Stahr Road & Elkins Park Square 45. York Road & Chelten Hills Drive & Elkins Avenue 46. York Road & Spring Avenue 47. York Road & Ashbourne Road 48. York Road & Melrose Avenue 49. York Road & Willow Avenue & Valley Road |
|--|---|

CHELTENHAM TOWNSHIP

RESOLUTION No. 37-14

**A RESOLUTION SUPPORTING THE ENVIRONMENTAL PROTECTION AGENCY'S
PROPOSED CLEAN POWER PLAN FOR PENNSYLVANIA**

WHEREAS, Cheltenham Township was the first community in Montgomery County, Pennsylvania, to adopt a Sustainability Plan, an ambitious multi-year plan designed to guide the community to become more environmentally friendly and resilient. The plan established ten goals with specific objectives that are applicable to all organizations, institutions and individuals in the community but features a Municipal Action Plan that outlines steps the municipality can take to function more sustainably and serve as a model and leader for others; and

WHEREAS, The Cheltenham Township Board of Commissioners, in coordination with the Cheltenham Township Environmental Advisory Council and other Township committees and citizens, has adopted policies and taken many steps to preserve, conserve and sustain the environment and quality of life for future generations and has undertaken specific programs, including but not limited to, energy conservation, transportation improvements, streambank restoration, flood mitigation and tree planting.

WHEREAS, the National Climate Assessment has identified extreme precipitation, more extensive flooding, declining air quality, extremely hot days, and more as observed impacts of climate change in Pennsylvania; and

WHEREAS, Cheltenham Township has experienced extreme weather conditions, like major flooding events, attributable to impacts from global warming and increased levels of smog, which trigger asthma and respiratory problems;

WHEREAS, numerous authoritative scientific bodies, including the US Global Change Research Program, American Association for the Advancement of Science, and the Intergovernmental Panel on Climate Change have recognized that carbon pollution created by the burning of fossil fuels is contributing to global warming; and

WHEREAS, Pennsylvania's power plants are its largest source of carbon pollution, contributing to 47% of its total; and

WHEREAS, the U.S. Supreme Court ruled in *Massachusetts v. EPA* (2007) that greenhouse gases are "air pollutants" as defined by the Clean Air Act and the Environmental Protection Agency has the authority to regulate them; and

WHEREAS, the Environmental Protection Agency's proposed Clean Power Plan sets a target of reducing the carbon emissions rate from Pennsylvania's power plants for the Commonwealth of Pennsylvania 32 percent by 2030; and

WHEREAS, the Clean Power Plan gives Pennsylvania the opportunity to design its own plan to meet its carbon reduction targets by investing in renewable energy and energy efficiency; and

WHEREAS, energy efficiency and renewable energy like wind and solar are proven, cost-effective alternatives to burning fossil fuels; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP OF CHELTENHAM, that the Township of Cheltenham respectfully requests that the Pennsylvania Department of Environmental Protection work with U.S. Environmental Protection Agency officials to develop a plan to reduce carbon pollution from Pennsylvania's power plans to exceed its Clean Power Plan target, and that maximizes the potential for renewable energy and energy efficiency.

ADOPTED this 19th day of November, 2014.

CHELTENHAM TOWNSHIP

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir, Township Manager
and Secretary

ORDINANCE NO. 2289-14

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:

VALLEY ROAD (19) NO PARKING, north side, from Mountain Avenue to 125 feet west

WAVERLY ROAD (25) NO PARKING south side, from Lismore Avenue to 252 feet west

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:

VALLEY ROAD (19) NO PARKING, north side, from Mountain Avenue to 84 feet west

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 19th day of November, A.D., 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

Harvey Portner

By _____
Harvey Portner, President

[Signature]

ATTEST: _____
Bryan T. Havir, Township Manager

Resolution No. 38-14
of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County, Pennsylvania, with deep appreciation and tremendous respect, salutes the **CHELTENHAM TOWNSHIP AUXILIARY POLICE** on the occasion of its 60th Anniversary; and

Whereas, The **CHELTENHAM TOWNSHIP AUXILIARY POLICE** was established in 1954, as a reinvention of the Civil Defense Council concept employed during World War II. Well-trained volunteer **AUXILIARY POLICE** Officers routinely provide traffic and crowd control at emergency scenes, special functions and community events to enable full-time officers to maintain their assigned patrols and investigative duties. Within the last five years this special unit also assisted with safety, security and patrols during the Presidential visit in 2010, Tropical Storm Irene in 2011 and Hurricane Sandy in 2012. Additionally, a special team of **AUXILIARY POLICE** Officers is trained to assist the Detective Division with fingerprint operations; and

Whereas, In total, the sworn **AUXILIARY POLICE** Officers, who are on call 24/7, volunteer over 5,000 hours each year in service to the community, Township and Commonwealth. Each member of the **CHELTENHAM TOWNSHIP AUXILIARY POLICE** personifies the unit's motto: "Dedication, Service, Honor."

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Nineteenth Day of November, A.D., 2014, does hereby officially recognize and honor the **CHELTENHAM TOWNSHIP AUXILIARY POLICE** for its 60 years of distinguished service to the community and gratefully anticipates its continuing contributions for many more years to come. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be conveyed to the Auxiliary Police at its 60th Anniversary Dinner and Awards Ceremony at Talamore Country Club in Ambler on Saturday, November 22, 2014.

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

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

By: Harry Porten
President

By: Morton J. Simon, J.
Vice President

By: Charles D. McKeown
Commissioner

By: [Signature]
Commissioner

By: Daniel B. Norris
Commissioner

By: [Signature]
Commissioner

By: Ann L. Suppiger
Commissioner

Attest: [Signature]
Township Manager and Secretary

Resolution No. 39-14
of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County Pennsylvania, with deep appreciation and respect, salutes MATTHEW LONDON, of Cheltenham, Pennsylvania on the dual occasion of his achieving the Lifetime Call to Service and fifty (50) years of service to the Auxiliary Police Unit of the Cheltenham Township Police Department; and

Whereas, MATTHEW LONDON joined the ranks of the Auxiliary Police Unit during its fledgling years assisting in framing and constructing the Unit which is now known as one of the oldest and preeminent Auxiliary Police Units of its kind in the Commonwealth. Having totaled more than 4,000 hours as an Auxiliary Police Officer, MATTHEW LONDON has met the Lifetime Call to Service request of the President of the United States and has demonstrated an extraordinary commitment to the welfare of the community; and

Whereas, MATTHEW LONDON has served honorably and due to his vast experience is a Master Auxiliary Police Officer, now serves as a life-member of the Unit and as Advisor to the Director.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this November 19, 2014 does hereby officially honor MATTHEW LONDON for his distinguished fifty (50) years of service to the Cheltenham community and eagerly anticipates his future contributions to the Auxiliary Police Unit. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be conveyed to Mr. London.

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

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

By: Harvey Portner
Harvey Portner, President


Attest: _____
Bryan T. Havir, Manager
and Secretary

A Resolution 40-14
of the Board of Commissioners of Cheltenham Township

Whereas, THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, Montgomery County Pennsylvania, with deep appreciation and respect, salutes **R. EDWARD CASSELL**, of Elkins Park, Pennsylvania on the dual occasion of his ten (10) years as Assistant Director and twenty-four (24) years of overall service to the Auxiliary Police Unit of the Cheltenham Township Police Department; and

Whereas, **R. EDWARD CASSELL** joined the ranks of the Auxiliary Police Unit during its fledgling years assisting in training officers for future leadership while forging the Unit which is now known as one of the oldest and preeminent Auxiliary Police Units of its kind in the Commonwealth. Having totaled more than 4,000 hours with the Auxiliary Police Unit, **R. EDWARD CASSELL** has also met the Lifetime Call to Service request of the President of the United States and has demonstrated an extraordinary commitment to the welfare of the community; and

Whereas, **R. EDWARD CASSELL** has served honorably and due to his vast experience has risen through the ranks to Assistant Director of the Unit.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this November 19, 2014 does hereby officially honor **R. EDWARD CASSELL** for his distinguished service to the Cheltenham community and eagerly anticipates his future contributions to the Auxiliary Police Unit. It is further directed that this Resolution be spread in full upon the minutes of this meeting and that a copy thereof be conveyed to Mr. Cassell.

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

BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP

By: Harvey Portner
Harvey Portner, President



Attest: _____
Bryan T. Havir, Manager
and Secretary

TOWNSHIP OF CHELTENHAM

RESOLUTION NO. 41-14

THIS RESOLUTION approved and adopted by the elected officials of Cheltenham Township, Montgomery County, Pennsylvania on the date hereinafter set forth.

WITNESS TO:

WHEREAS, Section 7503 of the Pennsylvania Emergency Management Services Code, 35 Pa C.S. Section 7101 et seq. mandates the municipalities prepare, maintain, and keep current an emergency operations plan for the prevention and minimization of injury and damage caused by a major emergency or disaster within this municipality; and

WHEREAS, in response to the mandate stated above, this municipality has prepared an emergency operations plan to provide prompt and effective emergency response procedures to be followed in the event of a major emergency or disaster; and

WHEREAS; this municipality has also prepared an emergency operation plan in order to reduce the potential affects of a major emergency or disaster and to protect the health, safety, and welfare of the residents of this municipality;

NOW, THEREFORE, we the undersigned elected officials of Cheltenham Township do hereby approve, adopt, and place into immediate effect the Emergency Operations Plan of Cheltenham Township. This plan shall be reviewed every two years to make certain that it conforms with the requirements of the Montgomery County Emergency Operations Guidelines.

RESOLVED THIS 19th DAY of NOVEMBER, 2014.

Cheltenham Township
Board of Commissioners

BY: Harvey Portner
Harvey Portner, President

ATTEST:



Bryan T. Havir, Township Manager
and Secretary

FIFTH AMENDMENT

When fully executed, this document shall serve as an amendment (“Amendment”) to the Tri-Party Letter Agreement binding the Board of Commissioners of Cheltenham Township, the Montgomery County Office of Aging and Adult Services (“County Office”), and Suburban Transit Network, Inc. (“TransNet”) dated March 25, 2010 as well as the subsequent amendments of such Agreement (collectively “Agreement”).

This Fifth Amendment modifies the not-to-exceed amount for costs to the Township set forth in the Agreement to \$10,500 for January 1, 2015 through December 31, 2015 and replaces Attachment A of the March 25, 2010 Agreement with the new Attachment A appended hereto.

All other terms of the Agreement shall remain in effect.

All portions of the Agreement not in conflict with this Fifth Amendment are hereby incorporated by reference as though set forth at length herein and reaffirmed, including Attachments A and B of the Agreement.

This Fifth Amendment may be executed in one or more counterparts, each of which shall constitute an original, and all of which together constitute one and the same agreement.

Intending to be legally bound hereby, the parties have executed this amendment below.

TOWNSHIP OF CHELTENHAM

Attest: _____
Bryan T. Havir, Secretary

By: _____
Harvey Portner, President
Cheltenham Township
Board of Commissioners

Date: _____

**MONTGOMERY COUNTY OFFICE OF
AGING AND ADULT SERVICES**

SEAL:

By: _____
Barbara O’Mara,
Acting Executive Director
Montgomery County Office of Aging
and Adult Services

Date: _____

**SUBURBAN TRANSIT NETWORK,
INC.**

Attest: _____

By: _____
Patricia A. Moir, Executive Director

Date: _____

ATTACHMENT A

Cheltenham Township Shared Ride Fares	
Monday – Wednesday – Friday 9:00 a.m – 3:30 p.m.	Cost Per Passenger Trip
Senior Shared Ride (65+)	
0 – 3 miles	\$3.00
3.1 – 6 miles	\$4.05
6.1 – 12 miles	\$5.25
Over 12 miles	\$7.50
Escorts (under age 65)	\$5.00
No show fee (paid by rider)	\$10.00

To be eligible, all 65+ riders must be registered for the Senior Citizen Shared Ride Program with TransNet. Trips may be scheduled up to 2 weeks in advance but no later than 1 day in advance.

Each rider will be allowed one no-show before the \$10.00 fee is charged. The fee for additional no shows must be paid to BuxMont Transportation before the next trip may be scheduled.

A 15% TransNet administrative fee will be added to each monthly invoice.

ORDINANCE NO. 2290-14

AN ORDINANCE AMENDING THE PENSION PLAN FOR THE POLICE OFFICERS OF CHELTENHAM TOWNSHIP, ORDINANCE NO. 1735-91, SECTIONS 48-4 ENTITLED ADMINISTRATION PAYMENT OF BENEFITS; 48-7 ENTITLED DETERMINATION OF BENEFITS; AND 48-12 ENTITLED GENERAL REGULATIONS.

PROVIDING FOR CONSISTANCY AND COMPLIANCE WITH PENNSYLVANIA STATE ACT 600, STATUTORILY PRESCRIBED BENEFIT STRUCTURE OF THE POLICE PENSION PLAN

WHEREAS, the Township of Cheltenham, Montgomery County (“Employer”), has previously established the Cheltenham Township Police Pension Plan (“Plan”); and

WHEREAS, as the result of a collective bargaining agreement dated December 19, 2012 with the Cheltenham Township Police Association (the “Association”), the Employer has agreed to amend the Police Pension Plan Ordinance to comply with Pennsylvania State Act 600 for officers hired after January 2013.

WHEREAS, the purpose and intent of this Ordinance is to effectuate the agreed upon amendments to the Collective Bargaining Agreement between the Township and the Cheltenham Township Police Association and approved by the Cheltenham Township Board of Commissioners on December 19, 2012, said amendments are to be ordained in compliance with Pennsylvania State Act 600 and are as follows for officers hired after January 1, 2013.:

Section 48-4 Administration: Payment of Benefits, D. (1)(a) (Normal Retirement Benefit)

Removed: Age 60 with 20-years of service, or age 52 with 25-years of service.

Replaced: Age 50 with 25-years of service.

Section 48-7 Determination of Benefits, B., (Service-related Disability Benefit)

Removed: First sentence under Subsection B. Computed at 60% of monthly pay averaged over the highest 36-months out of the final 60-months preceding the occurrence of the disability reduced by any benefits received from workers’ compensation.

Replaced: Rewrite first sentence under Subsection B to read as follows: The benefit must be in conformity with a uniform scale and fixed by the plan’s governing document at 50% of the member’s salary at the time of the disability was incurred, reduced by the amount of Social Security disability benefits received for the same injury.

Section 48-7 Determination of Benefits, B. (Non-service related Disability Benefit)

Removed: Second sentence under B., Computed at 30% of monthly pay averaged over the highest 36 consecutive months out of the final 60-months preceding the occurrence of the disability.

Replaced: Replaced with nothing.

Section 48-7 Determination of Benefits, A., (Normal Retirement Benefit)

Removed: "A". Computed at one-half of monthly average pay during the highest 36 consecutive months out of the final 60-months of employment.

Replaced: With a new "A" as follows: Monthly benefits other than length of service increments shall be computed at one-half the monthly average salary during not more than the last 60 nor less than the last 36-months of employment.

Section 48-12 General Regulations, A., (Survivor's Benefits)

Removed: "A". Surviving spouse of a retired officer receives 100% of the pension that officer was receiving at the time of death. Benefit is payable until death.

Replaced: With a new "A". A lifetime survivor's benefit must be provided to the surviving spouse (or if no spouse survives or if he or she subsequently dies, the child or children under 18 years of age or if attending college, under or attaining the age of 23) of 50% of the pension the member was receiving or would have been receiving or would have been entitled to receive had he been retired at the time of death. ("Attending college" shall mean the eligible children are registered at an accredited institution of higher learning and are carrying a minimum course load of 7 credit hours.)

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED, this 19th day of November, 2014, that this ORDINANCE was enacted by the Cheltenham Township Board of Commissioners.

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

Harvey Portner

Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan T. Havir
Township Manager and Secretary

ORDINANCE NO. 2291-14

AN ORDINANCE AMENDING THE PENSION PLAN FOR THE HOURLY EMPLOYEES OF CHELTENHAM TOWNSHIP, CHAPTER 40, ARTICLE II, §40-8. RETIREMENT DATES; §40-9. RETIREMENT BENEFITS; §40-13. TERMINATION OF EMPLOYMENT; §40-14. EMPLOYER AND EMPLOYEE CONTRIBUTIONS

WHEREAS, the Township of Cheltenham, Montgomery County (“Employer”), has previously established the Cheltenham Township Hourly Employees Pension Plan (“Plan”); and

WHEREAS, as the result of a collective bargaining agreement dated December 04, 2013, with the Cheltenham Township Hourly Employees Union (the “Union”), the Employer has agreed to amend the Hourly Employees Pension Plan Ordinance.

WHEREAS, the purpose and intent of this Ordinance is to effectuate the agreed upon amendments to the Collective Bargaining Agreement between the Township and the Cheltenham Township Employees Union and approved by the Cheltenham Township Board of Commissioners on December 04, 2013, said amendments are to be ordained in compliance with Act 205 and are as follows for employees hired after January 1, 2014:

Revise the following sections to read:

(1) §40-8.B. Early retirement date. Upon written notice to the administrator, an employee may elect to terminate employment and retire on an early retirement date which may be the first day of any month within 10 years prior to his normal retirement date. For employees hired after December 31, 2013, the minimum [early] retirement age shall be set at age 60 with 20 years of service.

(2) §40-9.A. Normal retirement benefit. The monthly amount of normal retirement benefit payable to an employee retiring on his normal retirement date shall be an amount equal to 2% of average monthly earnings multiplied by the number of years credited service. For employees hired after December 31, 2013, the Township Pension Plan shall provide a benefit of 1½ times years of service times average pay in the three highest years of the employee’s earnings. The Pension shall be capped at 100% of their salary.

(3) §40-13.B. If an employee should terminate his employment after 55, he will have a vested percentage of 100%. For, employees hired after December 31, 2014, there shall be pension vesting after five (5) years of credited service.

(4) §40-14.C. Each participating employee will be required to make regular contributions to this plan through payroll deductions equal to 5% of total yearly wages. An employee’s contribution shall be suspended until such time that the Commonwealth of Pennsylvania pursuant to Act 205, does not provide the necessary funds to actuarially maintain this pension plan.

NOW, THEREFORE, BE IT RESOLVED AND ADOPTED, this 19th day of November 2014, that this ORDINANCE was enacted by the Cheltenham Township Board of Commissioners.

CHELtenham TOWNSHIP
BOARD OF COMMISSIONERS

Harvey Portner

Harvey Portner, President
Board of Commissioners

ATTEST:

Bryan T. Havir

Bryan T. Havir
Township Manager and Secretary

TOWNSHIP OF CHELTENHAM

RESOLUTION NO. 43-14

RESOLUTION ADDING NEW FEES

WHEREAS, the Board of Commissioners of the Township of Cheltenham has determined, upon the recommendation of the Township Administration, that the revenue for certain fees is required to cover the reasonable and necessary expenses generally incurred by the Township; and

WHEREAS, certain Township departmental requests do not have a fee charge; and

WHEREAS, the existing fees and lack of fees for certain services are no longer economically viable for the Township.

NOW, THEREFORE, BE IT RESOLVED, the Board of Commissioners of the Township of Cheltenham deems that it is in the best interest of the Township and its citizens to add the following fees effective January 1, 2015:

PROPOSED NEW FEES:

Public Works Department

Landscape Company Disposal Fee	
Base Fee for a truck load drop-off of 1-10 Cubic yards	\$ 15
Base Fee for a truck load drop-off of 11-20 Cubic yards	\$ 25
Landscape License Yearly Fee	\$100*
Tree Work Company License Fee	\$100*

*The annual license fee will be reduced by 50% for any business that has an active Business Privilege License based in Cheltenham Township and has filed a tax return in the past year.

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 W. Church Road, Wyncote Pennsylvania 19095 on this **19th day of November, 2014.**

ATTEST:

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



Bryan T. Havir
Township Manager and Secretary



By: _____
Harvey Portner, President

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

ORDINANCE NO. 2292-14

**AN ORDINANCE AMENDING THE CODE OF THE TOWNSHIP OF
CHELTENHAM CHAPTER 58, ENTITLED "SALARIES AND
COMPENSATION", ARTICLE II ENTITLED "BOARD OF
COMMISSIONERS – YEARLY COMPENSATION" TO MODIFY THE
PROVISION OF HEALTHCARE INSURANCE BENEFITS AND POST-
RETIREMENT HEALTHCARE INSURANCE BENEFITS TO
TOWNSHIP COMMISSIONERS**

The Board of Commissioners of Cheltenham Township does hereby enact and ordain:

SECTION I – Amend Chapter 58 Article 2 of the Codified Ordinances of Cheltenham Township

Chapter 58, Article II, entitled "Yearly Compensation" shall be amended as follows:

The compensation of all Township Commissioners of the Township of Cheltenham whose terms commence on or after January 2, 2004, shall consist of the salary of \$6,000.00 per annum and insurance and retirement benefits as provided by the Township Management Group[.]provided, however, that no Township Commissioner elected or appointed for the first time after December 31, 2014 shall be provided with (nor shall any family member be provided with) any healthcare insurance benefits while serving as a Township Commissioner nor shall they be provided with (nor shall any family member be provided with) any post-service or post-retirement healthcare insurance benefits.

SECTION II - Disclaimer

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

SECTION III - Severability

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

SECTION IV - Repealer

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

SECTION V – Failure to Enforce Not a Waiver

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

SECTION VI - Effective Date

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

ORDAINED AND ENACTED into an Ordinance this 19th day November, 2014.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

By Harvey Portner
Harvey Portner, President



ATTEST: _____
Bryan T. Havir, Township Manager

