

June 17, 2015
Curtis Hall

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

Staff present were Charlyn Battle, Human Resources Director; Christopher Clewell, Public Works Superintendent; Alyson Elliott, Assistant Township Manager; Michael Fleming, Public Works Coordinator; Nancy Gibson, Public Information and Complaint Officer; Kenneth Hellendall, EMS Director; Brian Hinson, Director of Parks and Recreation; John J. Norris, Chief of Police; Joseph 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., Township Solicitor. A Public Attendance List is attached.

1. The meeting commenced at 7:30 p.m. with the Pledge of Allegiance being led by Commissioner McKeown.

Mr. Portner announced that prior to the meeting, the Commissioners held an Executive Session to discuss pending litigation.

2. Each member having received a copy of the Commissioners' Regular Meeting Minutes dated May 20, 2015, 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 May, 2015, 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 May, 2015, upon motion of Mr. McKeown, the Report was unanimously approved by the Board of Commissioners.

5. Laurie Saint Clair, Director, Quality and Systems Improvement, Southeastern Pennsylvania and Delaware, American Heart Association, presented the 2015 American Heart Association Mission: Lifeline EMS Bronze Performance Achievement Award to Emergency Medical Service.

6. Mr. Portner presented the Substance Abuse and Mental Health Committee's Multimedia Contest winner award to Walter Luchay of Wyncote Academy.

7. Mr. Sharkey presented Certificates and Pins to the following part-time employees:

- For over 20 years: Marvin Christopher, Park Guard
Robert J. Engle, Tae Kwon Do Instructor
Police Officer Christopher Gallagher, Paramedic
Carol Holt, Crossing Guard
James Rebitz, Curtis and Glenside Halls Facility Supervisor
- For over 30 years: Gerald Samuels, La Mott Community Center Supervisor
Mary Washington, Crossing Guard

8. **PUBLIC HEARING:** To receive any and all comments regarding the adoption of an Ordinance amending Article XXXIII, Chapter 295 of the codified ordinances of Cheltenham Township also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham, to repeal the Age-Restricted Overlay District in its entirety (see attached).

[**Note:** Transcripts of public hearings are available as *Notes of Testimony* upon request through the Township’s Building and Zoning Department].

9. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2303-15** amending Article XXXIII, Chapter 295 of the codified ordinances of Cheltenham Township also known as Sections 295-240 through 295-244 of the Zoning Code of the Township of Cheltenham, to repeal the Age-Restricted Overlay District in its entirety (see attached).

10. Review of the Public Works Committee Regular Meeting Minutes dated June 10, 2015:

a. The Board of Commissioners considered adopting a Resolution approving a land development plan for the Wawa located at Route 309 and Limekiln Pike. Mr. Bagley noted certain changes from the original Resolution that were made in accordance with PennDOT criteria and certain linguistic changes by the Township Engineer.

Public Comment

Donna Powell, a resident of the abutting Wyngate development, felt that the terms and conditions of the Stipulation and Settlement Agreement (“SSA”) that was reached with the Wyngate community should be included in the Resolution. Mr. Bagley advised that an SSA was entered into by the developer, Wyngate neighbors, the Township, and the Zoning Hearing Board, and approved in court, and any kind of Resolution to land development does not get tied into a zoning matter and does not need to because it can be enforced without being tied into a Resolution.

Ms. Powell disagreed and felt that the SSA should be included in the Resolution. Mr. Portner stated that Mr. Bagley is the Township Solicitor and legal advisor to the Township.

In response to a question from Mr. Holland, Mr. Bagley stated that the SSA is a contract and gives all the parties involved the right to enforce it, and this Resolution approving the land development is a legislative decision.

On another matter, Ms. Powell noted that at the June 10 Public Works Committee meeting, the developer had asked to start work early. She found verbiage in the SSA that construction was not to commence until contingencies have been satisfied by the developer. One of the contingencies is PennDOT's approval. She felt that the approval at the Public Works meeting for the start of work was premature and contrary to the SSA, and therefore any approval of said Resolution this evening was also premature. She asked for additional time to get the Wyngate community's approval for the current movement of dirt.

Peter Friedman, Esq., representing Good Pro Cheltenham LP, stated that dirt is being moved so there will be less interference with schools opening in the fall. If Ms. Powell needs time to go back to her community's board for approval in this regard, he understood, but did not agree with it. In response to a question from Mr. Powell, Mr. Bagley stated that the movement of dirt has nothing to do with the proposed Resolution but rather with the SSA and would require an amendment to the SSA. Ms. Rappoport asked if the matter could be an agreement between all parties rather than as an amendment to the SSA. Mr. Simon did not believe that pushing dirt around could be interpreted as the start of construction. Extensive discussion ensued regarding the definitions of the movement of dirt versus the start of construction. Mr. Bagley advised the Board of Commissioners to adopt the Resolution as presented this evening and to authorize an amendment to the SSA.

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 17-15** approving Land Development Plan No. 15-04, with Good Pro Cheltenham LP for the construction of a new Wawa at Route 309 and Limekiln Pike, Wyncote (see attached).

c. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously authorized an amendment to the Stipulation and Settlement Agreement ("SSA") between the Township; Good Pro Cheltenham LP; Wyngate Development Homeowners; and the Cheltenham Township Zoning Hearing Board, to include language that distinguishes between "construction" and the "moving of dirt around", with said language being subject to the approval of the Township Solicitor and Township Engineer.

d. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application L15-147, Raymond Humphreys, 10 Latham Parkway, La Mott, PA 19027 to change two side-facing windows on the property, as recommended by the La Mott Board of Historical and Architectural Review.

e. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application of L15-148, Towanda Walker, 1813 Cheltenham Avenue, La Mott, for the replacement of the existing terracotta tile roof with a new asphalt shingle roof, as well as the replacement of the existing five (5) wood windows on the front façade with new vinyl clad ones of a similar style and configuration, as recommended by the La Mott Board of Historical and Architectural Review.

f. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved a Certificate of Appropriateness for Application W15-142, Shawn Savage, 102 Greenwood Avenue, Wyncote, for a new projecting wall sign, as recommended by the Wyncote Board of Historical and Architectural Review.

g. Authorization to file for a PennDOT grant for streetscape and traffic calming improvements for the Elkins Park West Commercial District Improvements Phases II and III was considered. Mr. Havir reported on a revision to the Resolution that was discussed at the Public Works Committee meeting that included an increase in the project cost due to including the area between Greenbriar Road and Meetinghouse Road, and the addition of a left turn lane from southbound Old York Road onto Church Road. This brings the total amount requested from PennDOT to \$1,592,500, with the Township matching \$682,500.

Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 18-15** authorizing the filing of a State Transportation Grant under the MultiModal Transportation Fund (MTF) to support the implementation of Phases II and III Transportation and Pedestrian Improvements in the Elkins Park West Commercial District for up to \$1,600,000 (see attached).

h. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 19-15** authorizing the filing of an Automated Red Light Enforcement Transportation Program (ARLE) grant application in the amount of \$98,350.00 for pedestrian improvements at Rices Mill Road and Glenside Avenue, Glenside, PA (see attached).

i. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously approved the design of the “I Choice Cheltenham” car magnet. Mr. Sharkey noted that Wawa will be donating \$2,000 to the program. The Township and School District will cost-share the balance of \$700.00 equally.

j. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously selected Charles D. McKeown, Sr. as voting delegate and Morton J. Simon, Jr. as an alternate delegate to the Annual Pennsylvania State Association of Township Commissioners (PSATC) Convention to be held June 23 through June 26, 2015.

k. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously received the Public Works Committee Meeting Minutes dated June 10, 2015.

11. Review of the Public Safety Committee Meeting Minutes dated June 3, 2015:

a. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Ordinance No. 2304-15** amending Chapter 285 of the Traffic Code entitled "Vehicles and Traffic" (see attached).

b. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously adopted **Resolution No. 20-15** authorizing changes to the Police Department Civil Service Regulations regarding Recruit Testing (see attached).

Mr. Sharkey noted that the NAACP has agreed to the changes.

c. Residents were present from the Cheltenham Village area with concerns about speeding in their community and a request for speed humps. Mr. McKeown asked that Chief Norris provide background on analyses that the Police Department have performed in this respect.

Chief Norris reported on the cost of speed humps that makes them prohibitive in many communities (\$2,500 each); PennDOT has specific criteria as to their location; in the past, the majority of residents on a street would not give approval for a speed hump, and 70% of residents of a street must approve a speed hump. Mr. Sharkey noted that in a nearby municipality residents are regretting having speed humps because they have resulted in road rage, skateboarding, hamper snow removal operations, noise complaints and other problems have arisen. He initially supported the concept but when he found out the problems that other communities are having, he now opposes them.

The Board of Commissioners advised the residents that further discussion would be pursued this evening under Citizens' Forum.

d. Upon motion of Mr. Sharkey, the Board of Commissioners unanimously received the Public Safety Committee Meeting Minutes dated June 10, 2015.

12. Review of the Public Affairs Committee Regular Meeting Minutes dated June 3, 2015:

a. Upon motion of Mr. McKeown, the Board of Commissioners unanimously approved the renewal of the Janitorial Services Contract with CNS Cleaning Co., Inc., for a period of six (6) months, from July 1 to December 31, 2015, with an extension of the contract for an additional six months until June 30, 2016, contingent upon the company's performance to the satisfaction of Staff.

b. Upon motion of Mr. McKeown, the Board of Commissioners unanimously adopted **Ordinance No. 2305-15** authorizing the incurrence of non-electoral debt and the issuance of a bond series on a negotiated basis and using the Bank of New York as the Paying Agent and as the Escrow Agent and to authorize the publication of a Legal Notice to advertise the intent to adopt said Ordinance at the June 17, 2015 meeting of the Board of Commissioners, at 7:30 p.m., at Curtis Hall (see attached).

Mr. Simon asked if there were any changes in savings on the bond refunding from the Public Affairs Committee meeting on June 3, 2015. Pete Nissen, Acacia Financial Group, responded that the interest rates are a little more favorable but the market needs to be accessed as soon as possible.

c. Upon motion of Mr. McKeown, the Board of Commissioners adopted **Resolution No. 21-15** honoring Steven Berk upon his retirement as Chairman of the Einstein Healthcare Network. Said Resolution to be presented at the annual meeting of the Einstein Healthcare Network on June 25, 2015.

d. Upon motion of Mr. McKeown, the Board of Commissioners unanimously received the Public Affairs Committee Regular Meeting Minutes dated June 3, 2015.

13. Review of the Building and Zoning Committee Regular Meeting Minutes dated June 3, 2015:

a. Upon motion of Mr. Simon, the Board of Commissioners were unanimously resolved in authorizing a Legal Notice scheduling a Public Hearing on Wednesday, July 15, 2015, at 7:30 p.m., at Curtis Hall, to consider and possibly adopt an Ordinance amending the Zoning Code by repealing Chapter 295, Section 197.B.(1), entitled "Industrial District" to modify certain off-premises advertising sign requirements and Section 197.E. entitled "Signs in the Commercial Enhancement Districts" to modify the Certificate of Appropriateness process for signs (see attached).

b. Upon motion of Mr. Simon, Board of Commissioners unanimously received the Building and Zoning Committee Regular Meeting Minutes dated June 3, 2015.

14. Review of the Parks and Recreation Committee Regular Meeting Minutes dated June 10, 2015:

a. The Board of Commissioners considered the award of a consulting contract for roof repairs to Curtis Hall. Mr. Havir reviewed the consultant fee and scope of work. He noted Commissioners' concerns about cost at the Parks and Recreation Committee meeting. The consultant agreed to reduce her fee by \$1,140 to a total of \$17,760 or 14% of the overall project cost.

Mr. Sharkey asked if both a roof consultant and a preservation consultant were needed. Mr. Havir stated that there are architectural elements associated with the repair work, and this was indicated in her proposal. She would be overseeing this. She will be putting together the bid documents and the roofing consultant will be evaluating the work of the contractor.

Ms. Rappoport was disturbed that the consultant was sacrificing the roofing expert and not taking any money from administrative costs, which is what she felt was over-budgeted. The consultant stressed the importance of oversight of the roofer, ongoing repair work in the field, the requirement of skilled craftsmanship, etc. and yet the roofing supervisor will only be available twice a week. To Ms. Rappoport this was a concern since it seemed contrary to the oversight that the consultant claimed was needed on the job. The oversight did not sound detailed, and it did not seem that the supervision that the consultant claimed was needed was being provided.

Mr. Havir stated that to have the roofing consultant out every day would increase the cost even more. The consultant is willing to reevaluate her proposal and try to put less work into the administrative part and more work into her sub-consultant but her dollar amount will not be lowered.

Mr. Portner asked Mr. Sekawungu if there was a distinctive difference between a roofing expert and a person who is historically acquainted with the building and the roof. Mr. Sekawungu agreed that there was a difference between the two experts.

Mr. Holland felt that the consultant was looking at aesthetics rather than functionality.

Mr. Simon asked if the price was reduced or was a substantive aspect of the work eliminated. Mr. Havir responded that the consultant did both. The services were not being reduced, just the cost of them.

Upon motion of Mr. McKeown, the Board of Commissioners awarded a Professional Services Contract to Preservation Design Partnership in the amount of \$17,760 to provide consulting services for roof repairs at Curtis Hall (Ayes: Holland, McKeown, Norris, Portner, Sharkey, Simon; Nay: Rappoport).

Upon motion of Mr. McKeown, the Board of Commissioners unanimously received the Parks and Recreation Committee Regular Meeting Minutes dated June 10, 2015.

15. Upon motion of Mr. Simon, the Board of Commissioners unanimously received the Sinking Fund Commission Minutes dated May 27, 2015.

16. Under Old Business: Upon motion of Mr. Portner, the Board of Commissioners unanimously adopted **Ordinance No. 2306-15** authorizing the execution of the renewal of the Franchise Agreement with Comcast Cable Communications and granting a Non-Exclusive Franchise to Comcast Cable Communications Management to construct, reconstruct, operate, maintain and extend a cable communications system in the Township in accordance with the terms of said cable franchise agreement (see attached).

17. Under New Business: Mr. Sharkey suggested recognition be given honoring the Cheltenham High School Track Team upon attaining the state championship. He suggested that the feasibility of opening the Township pools earlier in the season be considered for the 2016 Budget decisions.

18. Under Citizens' Forum:

a. Mary Wylesol and Val Rodowicz from the Cheltenham Village community asked if there is an alternative to speed humps to help slow down traffic in their community.

Chief Norris reported that speeding traffic is the Number 1 complaint received by all police departments. There has been lot of enforcement in the Cheltenham Village area in the past five (5) months. The intersection of Cottman and Central Avenues needs a left turn lane to slow down traffic but Philadelphia has always rejected the idea because it would create traffic backups in Philadelphia. Chief Norris reported that in 1992, the Township spent \$92,000 for a study of Cheltenham Village, and the residents voted against one-way streets, which were recommended in the study. Residents wanted and received a Stop Sign at Central and Beecher Avenues and now complain that motorists do not stop. Chief Norris opined that the 1992 traffic count is still good but another study will come up with the same recommendations for one-way streets. Only the statistics on volume will change.

Ms. Wylesol felt that new residents might be more receptive to one-way streets. Mr. McKeown believed one-way streets could be an issue for the fire companies.

In response to a question from Ms. Rappoport, Chief Norris stated that the only means of speed enforcement would be by police officers. In response to a question from Mr. Norris, Chief Norris reported that of all speeding tickets written in 2014, the Township only received \$29,000 last year. Municipalities received very little percentage of speeding tickets.

Mr. McKeown suggested that residents ask for funding help from Rep. McCarter and Sen. Haywood to offset the cost of police enforcement and overtime.

On another matter, Ms. Wylesol asked if there could be an alternative detour at Ashbourne and Mill Roads for Aqua's work since the traffic is coming through Cheltenham Village. Mr. Havir responded that PennDOT regulates the detours, Ashbourne Road is a state road, and any detour has to lead to another state road, and Central Avenue is a state road. Mr. McKeown advised that the Township cannot make any changes to PennDOT's detour but motorists have a way of finding other roads such as Jenkintown Road.

b. A resident of Meade Road asked where Aqua is storing its equipment for the Ashbourne Road project. Public Works Coordinator Michael Fleming responded that Aqua is making arrangements with the owners of Ashbourne Meadows to store it on the former country club site.

c. Larry Cohen complained about how the Zoning Hearing Board (“ZHB”) members conducted the hearing on the 333 Bent Road appeal. He felt the Chair lost control of the meeting; neighbors were not given a fair chance to express themselves; information was not allowed to be brought forth about the applicant’s other facilities. Since the ZHB members are appointed by the Commissioners, the Commissioners should have some control. To Mr. Cohen, it seemed like the ZHB is afraid of getting sued by the applicant and are not taking the reputation of the applicant in effect.

Ms. Rappoport stated that she was in attendance, and the meeting seemed to be of a very narrow construct, and she was concerned about the openness of the ZHB information. Mr. Norris asked to see the names of the ZHB members and their terms of service and asked that this information be posted on the Township’s website. There was lengthy discussion about the ZHB process needing to be clarified and explained.

There being no further business, upon motion of Mr. McKeown, the meeting was adjourned at 9:15 p.m.


Bryan T. Havir
Township Manager

per Anna Marie Felix

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

ORDINANCE NO. 2303-15

**AN ORDINANCE AMENDING ARTICLE XXXIII, CHAPTER 295
OF THE CODIFIED ORDINANCES OF CHELTENHAM
TOWNSHIP ALSO KNOWN AS SECTIONS 295-240 THROUGH
295-244 OF THE CODE OF THE TOWNSHIP OF CHELTENHAM,
TO REPEAL THE AGE-RESTRICTED OVERLAY DISTRICT IN
ITS ENTIRETY**

WHEREAS, the current version of the Age-Restricted Overlay District was enacted by Ordinance No. 2236-12 on February 15, 2012; and

WHEREAS, the Board of Commissioners of Cheltenham Township considers it to be in the best interests of the community to repeal the Ordinance in its entirety.

NOW, THEREFORE, the Board of Commissioners of Cheltenham Township, duly assembled, does hereby enact and ordain as follows:

SECTION I - Repeal of Article XXXIII, Chapter 295, of the Codified Ordinances of Cheltenham Township, also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham

Article XXXIII of Chapter 295 entitled "Age-Restricted Overlay District" of the Codified Ordinances of Cheltenham Township, also known as Sections 295-240 through 295-244 of the Code of the Township of Cheltenham, is hereby repealed in its entirety and shall be marked as "Reserved" until further enactment.

SECTION II - 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 III - Failure to Enforce not a Waiver.

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

SECTION IV - 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 V - Repealer

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

SECTION VI - Effective Date

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

ENACTED into an Ordinance this 17th day of **June, 2015**.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

Harvey Portner

By _____
Harvey Portner, President

[Handwritten Signature]

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

**CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS**

MONTGOMERY COUNTY, COMMONWEALTH OF PENNSYLVANIA

RESOLUTION NO. 17-15

GOOD PRO CHELTENHAM L.P.

PRELIMINARY / FINAL LAND DEVELOPMENT APPROVAL

WHEREAS, GOOD PRO CHELTENHAM L.P. ("Developer") is the equitable owner and developer of a certain tract of land consisting of 3.63± acres with frontage on Ogontz Avenue, Limekiln Pike, MacDonald Avenue and Clubhouse Lane in Cheltenham Township on which the Developer intends to develop a Wawa convenience food store with fuel dispensing facilities (the "Development") and Developer is also the equitable owner of the premises consisting of approximately 3± acres with frontage on Clubhouse Lane in Cheltenham Township, Montgomery County, Pennsylvania, labeled as Parcel 3B in the Plans referred to below; and

WHEREAS, the Development is more particularly shown on plans prepared by Bohler Engineering, Inc. being plans consisting of thirty-five (35) sheets dated February 9, 2015, last revised April 20, 2015 (the "Plans"); and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a General Project Description & Stormwater Management Calculations prepare by Bohler Engineering, Inc. dated February 6, 2015, last revised April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a General Project Description & Stormwater Management Calculations and Environmental Impact Statement for the Fairways at Cedarbrook Hills prepared by Bohler Engineering, Inc. dated December 11, 2003, last revised May 15, 2007; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a waiver request letter prepared by Bohler Engineering, Inc. dated April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a Transportation Review letter prepared by F. Tavani and Associates, Inc., dated May 29, 2015 (the “Tavani Review Letter”), the response to such letter from Traffic Planning and Design, Inc., dated June 10, 2015 (the “TPD Response Letter”), and the letter from PennDOT, dated June 10, 2015 (the “PennDOT Letter”); and

WHEREAS, Developer has previously obtained and supplied one (1) copy of the light fixture specification sheets from Philips Lighting Company and Cree Lighting; and

WHEREAS, Developer has previously obtained and supplied one (1) copy of a Land Development Review comment response letter prepared by Bohler Engineering, Inc. dated April 20, 2015; and

WHEREAS, Developer has previously obtained and supplied or will obtain and supply to the Township all applicable permits from all authorities, agencies and districts having jurisdiction in any way over the Development and any necessary offsite easements to legally discharge stormwater or connect to utilities; and

WHEREAS, the Developer desires to obtain preliminary/final land development and subdivision approval of the Plans from Cheltenham Township in accordance with Section 508 of the Pennsylvania Municipalities Planning Code.

NOW, THEREFORE, BE IT RESOLVED that Cheltenham Township hereby grants preliminary/final approval of the land development and subdivision as shown on the Plans described herein subject, however, to the following conditions:

1. At this time, the Cheltenham Township Board of Commissioners waives strict compliance with the following provisions of the Cheltenham Township Subdivision and Land Development Ordinance:

a. the requirement per §260-8.A., that secondary streets must have a minimum 60 foot right-of-way width and a minimum pavement width of 36 feet. Limekiln Pike, which is considered a secondary street, has both a variable width right-of-way and variable width. The plan proposes widening of the Limekiln Pike cartway along the property frontage from a minimum width of approximately 24 feet to a minimum width of 34 feet.

b. the requirement per §260-15, that sidewalks shall be required on the side of every street is partially waived. Sidewalks shall not be required on MacDonald Avenue and Clubhouse Lane.

c. the requirement per §260-20.B.(2), that nothing shall be permitted to be placed, planted, set or put within the area of an easement and the area shall be kept as lawn. The plan proposes a stormwater easement along the east side of the property for the relocation of the existing storm sewer pipe. The Site Plan proposes sidewalk, curb, paving, shrubbery and an illuminated sign within the easement area.

d. the requirement per §260-32.D(2) and (5), that the location, names and widths of streets, including those shown on the Township plan of streets; the location and name of railroads; the location of property lines and names of owners; and the location of watercourses, sanitary sewers, storm drains and similar features as well as topography based on Cheltenham Township sanitary sewer data within four hundred (400) feet of the parcel are required to be shown. An aerial photograph has been included in the plan set to depict the existing features within 400 feet of the site.

e. the requirement per §280-9.A(1)(c), that in no event may grading be performed on a site which shall result in the removal of more than 50% of the vegetation on the site at any time.

2. Prior to the recording of the Plans, the Developer shall revise the Plans to resolve to the satisfaction of the Township Engineer all issues set forth in the review letter of Boucher & James, Inc., dated May 6, 2015, the entire contents of which are incorporated herein by reference and is attached as an exhibit.

3. The width of the driveway connecting the Development to Limekiln Pike shall be as per Pennsylvania Department of Transportation's requirements.

4. The signage described in paragraph 2 of the Stipulation and Settlement Agreement dated March 6, 2015, by and among Wyngate Development Homeowners, Good Pro Cheltenham L.P., the Zoning Hearing Board of Cheltenham Township, and Cheltenham Township, as well as James A. Rosenstein, Esquire, attorney for Wyngate Development Homeowners, Peter S. Friedman, Esquire and Michael Yanoff, Esquire, attorneys for Good Pro Cheltenham, L.P., Carol M. Lauchmen, Esquire, solicitor to the Zoning Hearing Board of Cheltenham Township, and Joseph M. Bagley, Esquire, solicitor to Cheltenham Township, as is further depicted on the Plans, is hereby approved.

5. The Developer agrees to comply with the recommendations contained in the Tavani Review Letter as is supplemented by the TPD Response Letter and the PennDOT Letter with the exception of items 9 and 14 of the Tavani Review Letter. The Developer agrees to comply with the final recommendations of PennDOT as respects items 9 and 14 of the Tavani Review Letter. The entire contents of the Tavani Review Letter, the TPD Response Letter and the PennDOT Letter are incorporated herein by reference and are attached as exhibits.

6. Prior to recording the Plans, Developer shall enter into a Land Development and Financial Security Agreement with Cheltenham Township. The Agreement shall be satisfactory to the Township Solicitor and the Board of Commissioners and the Developer shall obligate itself to complete all of the public improvements shown on the Plans in accordance with Township criteria and specifications as well as to secure the completion of the said public improvements by posting satisfactory financial security as required by the Pennsylvania Municipalities Planning Code.

7. Although the maintenance of all stormwater collection, detention and conveyance facilities shall be the responsibility of Developer, its successors and assigns, Developer shall, prior to the recording of the Plans, execute a declaration to reserve easements in favor of the Township so that the stormwater facilities may be maintained by the Township (with all expenses charged to the Developer) in the event that the maintenance responsibilities of the stormwater facilities are not fulfilled after reasonable notice to do so. The declaration shall be subject to the review and approval of the Township Solicitor and shall be recorded simultaneously with the Plans.

8. The Development shall be constructed in strict accordance with the content of the Plans, notes on the Plans and the terms and conditions of this Preliminary/Final Approval Resolution.

9. The cost of accomplishing, satisfying and meeting all of the terms and conditions and requirements of the Plans, notes to the Plans, this Preliminary/Final Approval Resolution, and the Land Development and Financial Security Agreement shall be borne entirely by the Developer and shall be at no cost to the Township.

10. Prior to issuance of the occupancy permit for the Development, Developer shall provide the Township with all required approvals from the Pennsylvania Department of Transportation.

11. Prior to recording the Plans, Developer shall provide the Township with all required approvals from outside agencies having jurisdiction over the Development, including, but not limited to, the Pennsylvania Department of Environmental Protection and the Montgomery County Department of Assets and Infrastructure (except as otherwise provided by Paragraph 10). Developer may apply for and obtain grading permits and building permits prior to obtaining all required approvals from the Pennsylvania Department of Transportation provided that there has been compliance with this Paragraph.

12. Developer shall provide the Township Manager and the Township Engineer with at least seventy-two (72) hours' notice prior to the initiation of any grading or ground clearing (whether for the construction of public improvements or in connection with individual buildings or additions) so that the Township may certify that all appropriate erosion and sedimentation control facilities have been properly installed and also that snow fencing or other types of boundary markers (acceptable to the Township) have been installed to protect such trees as are specifically proposed not to be eliminated during the construction of the Development.

13. Consistent with Section 509(b) of the Pennsylvania Municipalities Planning Code (as amended) the payment of all applicable fees and the funding of all escrows under the Land Development and Financial Security Agreement must be accomplished within ninety (90) days of the date of this Resolution unless a written extension is granted by Cheltenham Township. Until the applicable fees have been paid and the escrows fully funded, the final plat or record plan shall not be signed nor recorded. In the event that the fees have not been paid and the escrow has not been

funded within ninety (90) days of this Resolution (or any written extension thereof), this contingent approval shall expire and be deemed to have been revoked.

14. Under the provisions of the Pennsylvania Municipalities Planning Code, the Developer has the right to accept or reject conditions imposed by the Board of Commissioners upon preliminary/final approval. In the absence of an appeal or a notice of rejection filed in writing within thirty (30) days from the date of this Resolution, the conditions set forth herein shall be deemed to have been accepted by the Developer. If the Township receives written notice of an appeal or rejection of any of the conditions set forth herein within thirty (30) days from the date of this Resolution, this approval and the waivers granted in Paragraphs 1 and 2 (which waivers are granted contingent upon the acceptance of the conditions set forth herein) shall be deemed to be automatically rescinded and revoked and the application shall be considered denied based upon the failure to fully comply with all of the sections set forth in Paragraph 1, all as authorized by Section 508 of the Pennsylvania Municipalities Planning Code.

APPROVED at the public meeting of the Cheltenham Township Board of Commissioners held on **June 17, 2015**.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM



By _____
Harvey Portner, President



ATTEST: _____
Bryan T. Havir, Township Manager
And Secretary

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 18-15**

**A RESOLUTION AUTHORIZING THE TOWNSHIP
ADMINISTRATION TO PURSUE STATE TRANSPORTATION GRANT
UNDER THE MULTIMODAL TRANSPORTATION FUND TO
SUPPORT THE IMPLEMENTATION OF PHASE II AND PHASE III
TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS IN THE
ELKINS PARK WEST COMMERCIAL DISTRICT**

WHEREAS, the Township of Cheltenham, Montgomery County, desires to apply for state funding from the Pennsylvania Department of Transportation Multimodal Transportation Fund (MTF) to financially aid in the Township's implementation of transportation and pedestrian improvements in the Elkins Park West Commercial District; and

WHEREAS, Cheltenham Township completed a Commercial District Enhancement Plan for the Elkins Park West Commercial District in 2000, which outlines a vision and implementation plan for economic development, transportation improvements and streetscape enhancements; and

WHEREAS, Cheltenham Township engaged engineers and planners to design and implement Phase I transportation and pedestrian improvements in the Elkins Park West Commercial District; and

WHEREAS, Cheltenham Township desires to enhance the entire Elkins Park West Commercial District on Old York Road (S.R. 611) between Meetinghouse Road and Cheltenham Hills Drive/Elkins Avenue; and

WHEREAS, the proposed enhancements to the Elkins Park West Commercial District will address the state's multimodal and smart transportation policies and initiatives by integrating land use and transportation decisions to improve the Township's commercial district of Elkins Park West by providing safe and reliable transportation options, traffic calming measures, enhanced pedestrian access and bicycle connections to public transit facilities, pedestrian safety and physical site improvements that require the removal of barriers to ADA, and way-finding signage to benefit economic growth and stabilization, both of the commercial core and the surrounding neighborhood that primarily support revitalization of the business district.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, desires to file a FY 2016-17 MTF application to secure funds in an amount up to \$1.6 million based on the total project cost of \$2.3 million per the attached Cost Estimates (Exhibit A) for the purpose of installing a variety of streetscape and traffic calming improvements in the Elkins Park West Commercial District on Old York Road (S.R. 611) between Church Road and Cheltenham Hills Drive/Elkins Avenue (Phase

II) and Meetinghouse Road to Greenbriar Road (Phase III) in Elkins Park, and will be used for the construction of such elements as pedestrian sidewalk and curb improvements, ADA compliant curb cuts, ramps planters, benches, ornamental street lighting, sound attenuation pedestrian crossing devices, illuminated bollards, pedestrian crosswalks and mid-block crossings, and other traffic calming improvements, transit bus shelters, bicycle amenities, and other vital amenities and visual elements, which are part of the Cheltenham Township Commercial District Enhancement Plan and Comprehensive Plan of Cheltenham Township.

BE IT FURTHER RESOLVED, that the Board of Commissioners of Cheltenham Township, Montgomery County does hereby designate the President of the Board of Commissioners and the Township Manager/Secretary as the officials to execute all documents and agreements between Cheltenham Township and the Pennsylvania Department of Transportation to facilitate and assist in obtaining the requested grant.

BE IT FURTHER RESOLVED, that the Township of Cheltenham will commit to the 30% match of \$405,000 as its local share of the project costs.

I HEREBY CERTIFY that the foregoing resolution was adopted by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, at its public meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania, 19095, under my hand and the Seal of the Township of Cheltenham, this seventeenth day of June, A.D., 2015, in the year of the Township of Cheltenham the one hundred sixteenth.

Resolved and adopted this 17th day of **June, A.D., 2015**.

ATTEST:

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



Bryan T. Havir
Township Manager and Secretary



By: _____
Harvey Portner, President

APPENDIX "A"

ELKINS PARK WEST COMMERCIAL DISTRICT PHASE II TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS PROJECT

COST ESTIMATE

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
833	CY	CLASS 1 EXCAVATION	\$72.00	\$55,811.00
2,422	LF	GEOTEXTILE, CLASS 1	\$1.20	\$2,906.00
539	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 3 TO <10 MILLION ESALS, 25.0 MM Mix, 8" DEPTH	\$74.00	\$39,886.00
539	SY	SUBBASE 6" DEPTH (NO. 2A)	\$26.00	\$14,014.00
6,500	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS PG 64-22, 3 TO <10 MILLION ESALS, 12.5 MM Mix, 1 1/2" DEPTH SRL-E	\$9.80	\$63,700.00
6,500	SY	BITUMINOUS TACK COAT	\$0.30	\$1,950.00
6,500	SY	MILLING OF BITUMINOUS PAVEMENT SURFACE, 1 1/2" DEPTH; MILLING RETAINED BY CONTRACTOR	\$2.60	\$16,900.00
2,422	LF	6" PAVEMENT BASE DRAIN	\$16.00	\$38,752.00
2,669	SY	CEMENT CONCRETE SIDEWALK	\$54.00	\$144,126.00
84	SF	SIDEWALK DETECTABLE WARNING SURFACE	\$40.00	\$3,360.00
2,558	SF	CROSSWALK DURATHERM	\$12.70	\$32,486.60
2,422	LF	SAWCUT 12'-18' DEPTH	\$3.20	\$7,750.40
2,422	LF	ROADWAY CURB	\$30.00	\$72,660.00
8	EACH	JUNCTION BOX, 17"x30"	\$680.00	\$5,440.00
16	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS (LED)	\$684.00	\$13,824.00
8	EACH	PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN TIMER (LED)	\$650.00	\$5,200.00
2	LS	EMERGENCY PRE-EMPTION SYSTEM, 4 APPROACHES	\$9,000.00	\$18,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM SPECIAL	\$24,000.00	\$48,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM SPECIAL	\$25,000.00	\$50,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM SPECIAL	\$26,000.00	\$26,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 30' MAST ARM SPECIAL	\$27,000.00	\$27,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM SPECIAL	\$28,000.00	\$28,000.00
2	EACH	TRAFFIC CONTROLLER ASSEMBLY	\$15,700.00	\$31,400.00
7	EACH	LIGHT POLE FOUNDATIONS – PEDESTRIAN	\$1,150.00	\$8,050.00
7	EACH	LIGHT POLE – PEDESTRIAN	\$8,750.00	\$61,250.00
6	EACH	LIGHT POLE FOUNDATIONS – ROADWAY	\$1,500.00	\$61,250.00
6	EACH	LIGHT POLE – ROADWAY	\$13,000.00	\$78,000.00
1	LS	LANDSCAPING	\$12,000.00	\$12,000.00
1	EACH	TRAFFIC STUDY FOR LEFT TURN LANE SB OLD YORK ROAD AT CHURCH ROAD	\$13,000.00	\$13,000.00
1	EACH	CONSTRUCTION OF LEFT TURN LANE SB OLD YORK ROAD AT CHURCH ROAD (REMOVE MEDIAN STRIP, GRADE, MILL, PAVE)	\$100,000.00	\$100,000.00
			SUBTOTAL	\$1,028,466.40
			DESIGN	\$100,000.00
			INSPECTIONS	\$150,000.00
			20% CONTINGENCY	\$205,694.00
			TOTAL	\$1,479,160.40

APPENDIX "A"

**ELKINS PARK WEST COMMERCIAL DISTRICT PHASE III
TRANSPORTATION AND PEDESTRIAN IMPROVEMENTS PROJECT**

COST ESTIMATE

QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
290	CY	CLASS 1 EXCAVATION	\$72.00	\$20,880.00
1,396	LF	GEOTEXTILE, CLASS 1	\$1.20	\$1,675.20
311	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA BASE COURSE, PG 64-22, 3 TO <10 MILLION ESALS, 25.0 MM MIX, 8" DEPTH	\$74.00	\$23,014.00
311	SY	SUBBASE 6" DEPTH (NO. 2A)	\$26.00	\$8,086.00
311	SY	SUPERPAVE ASPHALT MIXTURE DESIGN, HMA WEARING COURSE, RPS PG 64-22, 3 TO <10 MILLION ESALS, 12.5 MM MIX, 1 1/2" DEPTH SRL-E	\$9.80	\$3,047.80
1,396	LF	6" PAVEMENT BASE DRAIN	\$16.00	\$22,336.00
1,396	LF	SAWCUT, 12"-18" DEPTH	\$3.20	\$4,467.20
1,396	LF	ROADWAY CURB	\$30.00	\$41,880.00
681	SY	CEMENT CONCRETE SIDEWALK	\$54.00	\$36,774.00
224	SF	SIDEWALK DETECTABLE WARNING SURFACE	\$40.00	\$8,960.00
2,680	SF	CROSSWALK DURATHERM	\$12.70	\$34,036.00
7	EACH	JUNCTION BOX, 17"x30"	\$680.00	\$4,760.00
18	EACH	VEHICULAR SIGNAL HEAD, THREE 12" SECTIONS (LED)	\$864.00	\$15,552.00
16	EACH	PEDESTRIAN SIGNAL HEAD WITH COUNTDOWN TIMER (LED)	\$650.00	\$10,400.00
2	LS	EMERGENCY PRE-EMPTION SYSTEM, 4 APPROACHES	\$9,000.00	\$18,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 15' MAST ARM SPECIAL	\$24,000.00	\$48,000.00
2	EACH	TRAFFIC SIGNAL SUPPORT, 20' MAST ARM SPECIAL	\$25,000.00	\$50,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 25' MAST ARM SPECIAL	\$26,000.00	\$26,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 35' MAST ARM SPECIAL	\$28,000.00	\$28,000.00
1	EACH	TRAFFIC SIGNAL SUPPORT, 40' MAST ARM SPECIAL	\$29,000.00	\$29,000.00
2	EACH	TRAFFIC CONTROLLER ASSEMBLY	\$15,700.00	\$31,400.00
1	LS	LANDSCAPING	\$5,000.00	\$5,000.00
1	LS	RETAINING WALL	\$150,000.00	\$150,000.00
			SUBTOTAL	\$621,268.20
			8% MOB/MPT	\$49,701.46
			20% CONTINGENCY	\$124,253.64
			TOTAL	\$795,223.30

Phase II Total	\$1,480,000
Phase III Total	\$795,000
Phases II and III Total	\$2,275,000

Grant Request	\$1,592,500
Township Match (30%)	\$682,500

**TOWNSHIP OF CHELTENHAM
RESOLUTION NO. 19-15**

**A RESOLUTION AUTHORIZING THE TOWNSHIP
ADMINISTRATION TO PURSUE A STATE TRANSPORTATION
GRANT UNDER THE AUTOMATED RED LIGHT
ENFORCEMENT TRANSPORTATION ENHANCEMENT GRANT
PROGRAM TO UPGRADE THE GLENSIDE AVENUE AND
RICES MILL ROAD INTERSECTION TO IMPROVE
PEDESTRIAN ACCOMMODATIONS**

WHEREAS, the Township of Cheltenham, Montgomery County, Pennsylvania desires to apply to the Pennsylvania Department of Transportation (PennDOT) for funding under the Automated Red Light Enforcement Transportation Enhancement Program (ARLE) to financially aid the Township in the upgrade of the Rices Mill Road and Glenside Avenue intersection to improve pedestrian accommodations; and

WHEREAS, the Township completed a traffic engineering and safety study through the Local Safe Roads Communities Program which studied the intersection at Rices Mill Road and Glenside Avenue; and

WHEREAS, the traffic engineering and safety study recommended the upgrade of signal and pedestrian accommodations to improve pedestrian and vehicular safety at the intersection; and

WHEREAS, ARLE Transportation Enhancement 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 15% of the total project costs;

WHEREAS, the municipal matching funds are available through the FY 2016 sub-allocation appropriations to fund the cost up to 15% of the project; and

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 2016 to PennDOT appropriations in the amount of \$98,350.00 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 ARLE Transportation Enhancement Program 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 seventeenth day of June, A.D., 2015, in the year of the Township of Cheltenham the one hundred sixteenth.

Resolved and adopted this 17th day of **June, A.D., 2015**.

ATTEST:

TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS



Bryan T. Havir
Township Manager and Secretary



By: _____
Harvey Portner, President

APPENDIX "A"

PEDESTRIAN ACCESS IMPROVEMENTS
RICES MILL ROAD AND GLENSIDE AVENUE

COST ESTIMATE

ITEM	QTY	UNIT	UNIT COST	EXTENSION
1 ADA Ramps	10	EA	\$1,500.00	\$15,000.00
2 Crosswalks	230	LF	\$15.00	\$3,450.00
3 Guide Signs	2	EA	\$150.00	\$300.00
4 Vehicular Signal Head	8	EA	\$800.00	\$6,400.00
5 Ped Pole and Foundation	10	EA	\$1,200.00	\$12,000.00
6 Ped Signal Head	10	EA	\$750.00	\$7,500.00
7 Ped LED Retrofit Module	10	EA	\$250.00	\$2,500.00
8 Ped Push Buttons	10	EA	\$325.00	\$3,250.00
9 Trench, Conduit and Backfill	390	LF	\$30.00	\$11,700.00
10 Junction Boxes	5	EA	\$250.00	\$1,250.00
11 Design of Intersection Upgrades				\$9,500.00
			Subtotal	\$72,850.00
			<i>Traffic Control</i>	<i>3%</i> \$2,185.50
			<i>Inspection</i>	<i>12%</i> \$8,742.00
			<i>Contingency</i>	<i>20%</i> \$14,570.00
			Total	\$98,350.00
			Grant Request	\$83,597.00
			Township Match (15%)	\$14,753.00

ORDINANCE NO. 2304-15

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 IV, entitled Schedule of Traffic Regulations, Section 285-43 thereof is hereby amended by **ADDING** the following:

ASHMEAD ROAD (c) HANDICAPPED PARKING, at 101 Ashmead Road
2 spaces in front of Holy Trinity Church.

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

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

ENACTED into an Ordinance this 17th day of June, 2015.

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

Harvey Portner

By _____
Harvey Portner, President

Bryan T. Havir

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

CHELTENHAM TOWNSHIP

RESOLUTION NO. 20-15

BE IT RESOLVED this 17th day of **June 2015**, that the Cheltenham Township Police Civil Service Personnel Rules and Regulations shall be amended as follows:

WHEREAS, a change in Civil Service Rules and Regulations has been recommended by the Police Chief and the Township Manager; and

WHEREAS, this change affects the Civil Service Rules and Regulations Sections: 5.01 E Written Examination, 5.01 F Agility Test, 5.01 G Oral Examination, 5.01 I Explanation of Scope Compilation, 5.01 K Public Notice, 5.01 L Eligible List, 5.02 B Police Training School.

NOW THEREFORE, the Cheltenham Township Police Civil Service Personnel Rules and Regulations shall be amended as follows:

Section 5.01E. Written Examination

Applicants for appointment to the Police Department must pass with a grade of seventy percent (70%) or better and must have one of the top one hundred fifty (150) scores in a written general adaptability examination for police officers, which examination shall be practical in character and shall relate to such matters and include such inquiries as will fairly test the merit and fitness of the persons examined to discharge the duties of the employment sought by them. In case of ties among candidates, all those candidates tied at the top levels will be allowed to continue testing. Upon cause shown, assessment centers may be given as an alternative or complement to the written examination, the nature of which will be determined according to need on a case-by-case basis.

Section 5.01F. Agility Test

The top ranking one hundred and fifty (150) applicants for appointment to the Police Department who have passed the written examination shall undergo and successfully complete a Physical Agility Test. The number of applicants given the Physical Agility Test may vary depending upon cause shown and Departmental need. Said test shall be administered by the Consortium or by the Cheltenham Township Police Department (CTPD) and must be accomplished prior to the oral examination. The test will be pass/fail. Said Agility Test shall consist of the following:

(1) Bench Press – All applicants will be required to complete one full repetition of a bench press using free weights at the designated percentage of their body weight as determined by the MPOETC 30th percentile age and gender standard.

(2) Sit-Ups – All applicants will be required to complete a number of sit-ups in one minute as determined by the MPOETC 30th percentile age and gender standard.

(3) 300 Meter Timed Run – All applicants will be required to complete a 300 meter run. The time allowed for completion of the run is determined by the applicant's MPOETC 30th percentile age and gender standard.

(4) 1.5 Mile Timed Run – All applicants will be required to complete a 1.5 mile timed run. The time allowed for completion of the run is determined by the applicant's MPOETC 30th percentile age and gender standard.

Requirements 1 through 4 are age and gender normed as dictated by the Municipal Police Officers Education and Training Commission ('MPOETC'). The standards for completion of these events are supplied by MPOETC. Applicants must pass the test at the MPOETC 30th percentile. Applicants will be expected to pass the same examination at the 50th percentile to successfully complete Act 120 (Basic Police Academy) training. Successful completion of all events is required to pass the Physical Agility Test.

Applicants must sign a "Hold Harmless Agreement" releasing Cheltenham Township, the CTPD and the test administration personnel from liability for any injuries that might occur and verify that the applicant is medically and physically able to perform the physical task test safely.

Section 5.01G. Oral Examination

All applicants that pass the written and agility test will be eligible for the oral examination. The first ranking Fifty (50) candidates for appointment to the Police Force must pass, with a minimum grade of seventy (70%), an oral examination to be given by the Department, or outside vendors. If the first Fifty (50) is exhausted, then the remaining persons on the list will be given an oral interview until it is exhausted, or expires.

Section 5.01I. Explanation of Scope Compilation

The examination of applicants for the position of patrol officer shall include, in addition to the written, oral and agility test, the physical and psychological examinations, and background checks. The following parts to which the following weights shall be applied:

- (1) Written Examination 40%
- (2) Oral Interview and Observation 60%
But must successfully pass all tests to qualify

Examination shall be marked on a scale of one hundred percent (100%). The passing grade for the whole examination and for each part shall be seventy percent (70%).

The Township’s Human Resources Director shall post in its office the eligible list containing the names and grades of those who have passed the foregoing examinations, which list shall be effective for one year if during that one year period, the Civil Service Commission votes to extend the list, the list is valid for an additional year.

Section 5.01K. Public Notice

Public Notice of the time and place of the written examination, together with information as to the kind of position to be filled, shall be given in accordance with Section 8.05 of the Personnel Code which states that it must be advertised Thirty (30) days prior to the date of the test.

Section 5.01L. Eligible List

The Township’s Human Resources Director shall post in its office the eligible list containing the names and grades of those who have passed the foregoing examinations, which list shall be effective for one year if during that one year period, the Civil Service Commission votes to extend the list, the list is valid for and additional year.

Section 5.02B. Police Training School

All appointees shall be required to attend a course of police recruit training as required by the Commonwealth of Pennsylvania and any other police recruit training school when assigned by the Chief of Police. They must successfully complete the Police Academy and be certified and be Act 120 certified. Or their employment will end. Said appointee will agree in writing, prior to attendance at said school, to remain with the Cheltenham Township Police Department for three (3) years after graduation, or reimburse the Department the full cost of training.

ADOPTED this 17st day of **June, 2015.**

CHELTENHAM TOWNSHIP
BOARD OF COMMISSIONERS

Harvey Portner

By: _____
Harvey Portner, President

Bryan T. Havir

Attest _____
Bryan T. Havir, Secretary

ORDINANCE NO. 2305-15
OF THE
BOARD OF COMMISSIONERS
OF THE
TOWNSHIP OF CHELTENHAM

TO AUTHORIZE AND DIRECT THE INCURRING OF NON-ELECTORAL DEBT THROUGH THE ISSUANCE OF ONE OR MORE SERIES OF GENERAL OBLIGATION BONDS OF THE TOWNSHIP OF CHELTENHAM, MONTGOMERY COUNTY, PENNSYLVANIA (THE "TOWNSHIP") IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF TWELVE MILLION DOLLARS (\$12,000,000) FOR THE PURPOSE OF PROVIDING FUNDS TO ADVANCE REFUND A PORTION OF THE TOWNSHIP'S GENERAL OBLIGATION BONDS, SERIES OF 2011, TO CURRENTLY REFUND ALL OR A PORTION OF THE TOWNSHIP'S GENERAL OBLIGATION REFUNDING BONDS, SERIES OF 2005A, AND TO PAY THE COST OF ISSUING THE BONDS, OR ANY OR ALL OF THE SAME; STATING THE PURPOSE OF THE REFUNDING; STATING THAT REALISTIC COST ESTIMATES HAVE BEEN MADE FOR THE PROJECT; DESCRIBING A CERTAIN PRIOR PROJECT AND RATIFYING AND CONFIRMING THE ORIGINALLY ESTIMATED REALISTIC USEFUL LIFE THEREOF AND STATING THE REMAINING USEFUL LIFE THEREOF; DIRECTING THE PROPER OFFICERS OF THE GOVERNING BODY TO PREPARE, CERTIFY AND FILE THE REQUIRED DEBT STATEMENT AND BORROWING BASE CERTIFICATE; COVENANTING THAT THE TOWNSHIP SHALL INCLUDE THE AMOUNT OF ANNUAL DEBT SERVICE IN ITS BUDGET FOR EACH FISCAL YEAR; PROVIDING FOR FULLY REGISTERED BONDS, DATE OF THE BONDS, INTEREST PAYMENT DATES, PROVISIONS FOR REDEMPTION AND STATED PRINCIPAL MATURITY AMOUNTS AND FIXING THE MAXIMUM RATES OF INTEREST ON SUCH BONDS AND PROVIDING FOR BOOK-ENTRY ONLY BONDS; AUTHORIZING THE PROPER OFFICERS OF THE TOWNSHIP TO CONTRACT WITH A BANK OR BANK AND TRUST COMPANY FOR ITS SERVICES AS SINKING FUND DEPOSITORY, PAYING AGENT AND REGISTRAR AND STATING A COVENANT AS TO PAYMENT OF PRINCIPAL AND INTEREST WITHOUT DEDUCTION FOR CERTAIN TAXES; PROVIDING FOR THE REGISTRATION, TRANSFER AND EXCHANGE OF BONDS; PROVIDING FOR THE EXECUTION, DELIVERY AND AUTHENTICATION OF BONDS AND THE DISPOSITION OF

THE PROCEEDS THEREOF; APPROVING THE FORM OF THE BONDS, PAYING AGENT'S AUTHENTICATION CERTIFICATE AND ASSIGNMENT AND PROVIDING FOR CUSIP NUMBERS TO BE PRINTED ON THE BONDS; PROVIDING FOR TEMPORARY BONDS; AWARDING SUCH BONDS AT A NEGOTIATED SALE AND STATING THAT SUCH SALE IS IN THE BEST FINANCIAL INTEREST OF THE TOWNSHIP; CREATING A SINKING FUND AND APPROPRIATING ANNUAL AMOUNTS FOR THE PAYMENT OF DEBT SERVICE ON THE BONDS; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO CERTIFY AND TO FILE WITH THE PENNSYLVANIA DEPARTMENT OF COMMUNITY AND ECONOMIC DEVELOPMENT CERTIFIED COPIES OF THE NECESSARY PROCEEDINGS; COVENANTING THAT THE PROCEEDS OF THE BONDS SHALL NOT BE USED IN SUCH A MANNER AS TO CAUSE THE BONDS TO BE ARBITRAGE BONDS UNDER FEDERAL TAX LAW PROVISIONS; MAKING CERTAIN REPRESENTATIONS AND DESIGNATING CERTAIN BONDS AS "QUALIFIED TAX-EXEMPT OBLIGATIONS" UNDER FEDERAL TAX LAW PROVISIONS SUBJECT TO ADVICE OF BOND COUNSEL AND THE FINANCIAL ADVISOR; APPROVING THE CONTENT AND FORM OF A PRELIMINARY OFFICIAL STATEMENT AND AUTHORIZING THE DISTRIBUTION THEREOF AND AUTHORIZING THE PREPARATION, EXECUTION AND DELIVERY OF AN OFFICIAL STATEMENT AND THE UNDERTAKING OF CERTAIN CONTINUING DISCLOSURE; APPROVING THE FORM OF, AND AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF AN ESCROW AGREEMENT AND OTHERWISE PROVIDING FOR THE ADVANCE REFUNDING OF ALL OR A PORTION OF THE TOWNSHIP'S OUTSTANDING GENERAL OBLIGATION BONDS, SERIES OF 2011; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO DO ALL THINGS NECESSARY TO CARRY OUT THE ORDINANCE; AUTHORIZING AND DIRECTING THE PROPER OFFICERS OF THE TOWNSHIP TO PAY ISSUANCE COSTS; REPEALING ALL INCONSISTENT ORDINANCES; PROVIDING FOR SEVERABILITY OF PROVISIONS; AND STATING THE EFFECTIVE DATE.

The Board of Commissioners (the "Governing Body") of the Township of Cheltenham, Montgomery County, Pennsylvania (the "Township"), pursuant to the Pennsylvania

Local Government Unit Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the “Act”) hereby ORDAINS AND ENACTS as follows:

Section 1. Incurrence of Debt; Amount and Purpose of Bonds; Realistic Cost Estimates; Other Capital Projects Upon Amendment; Estimated Project Completion Date. The Governing Body of the Township hereby authorizes and directs the incurring of non-electoral debt through the issuance of General Obligation Bonds, Series of 2015 (the “Bonds”) of the Township in the maximum aggregate principal amount of Twelve Million Dollars (\$12,000,000) to provide funds to finance a project (the “Project”), consisting of (i) the advance refunding (the “Advanced Refunding Project”) of a portion of the Township’s outstanding General Obligation Bonds, Series of 2011 (the “2011 Bonds”); (ii) the current refunding (the “Current Refunding Project”) of all or a portion of the Township’s outstanding General Obligation Refunding Bonds, Series A of 2005 (the “2005A Bonds”); and (iii) to pay the costs of issuing the Bonds, or any or all of the same as determined by the President or Vice President of the Governing Body upon the advice of the Township’s financial advisor (collectively, the “Project”). The 2011 Bonds and the 2005A Bonds being refunded shall be referred to collectively as the “Refunded Bonds” herein.

Pursuant to the Ordinance authorizing the issuance of the 2005A Bonds duly enacted on September 13, 2005 (the “2005A Bonds Ordinance”), the 2005A Bonds maturing on and after July 1, 2016, are subject to optional redemption in whole or in part at any time on and after July 1, 2015. The Township, pursuant to authorization contained in the 2005A Bonds Ordinance and herein, has elected to exercise its option to redeem in whole or in part on August 3, 2015 or the first advisable date thereafter (the “2005A Bonds Redemption Date”) such 2005A Bonds to be refunded (the “Refunded 2005A Bonds”).

Pursuant to the Ordinance authorizing the issuance of the 2011 Bonds duly enacted on February 16, 2011 (the “2011 Bonds Ordinance”), the 2011 Bonds maturing on and after July 1, 2021, are subject to optional redemption in whole or in part at any time on and after July 1, 2016. The Township, pursuant to authorization contained in the 2011 Bonds Ordinance and herein, has elected to exercise its option to redeem in whole or in part on July 1, 2016 (the “2011 Bonds Redemption Date”) such 2011 Bonds to be refunded (the “Refunded 2011 Bonds”).

The Project is being undertaken by the Township for the purpose of reducing total debt service over the life of the series of the 2005A Bonds and the 2011 Bonds in compliance with Section 8241(b)(1) of the Act.

The Township hereby reserves the right to undertake components of the Project in such order and at such time or times as it shall determine and to allocate the proceeds of the Bonds and other available moneys to the final costs of the Project in such amounts and order of priority as it shall determine; but the proceeds of the Bonds shall be used solely to pay the “costs”, as defined in the Act, of the Project described herein.

The estimated completion date for the Advanced Refunding Project is July 1, 2016.

The estimated completion date for the Current Refunding Project is August 3, 2015.

Section 2. Realistic Estimated Useful Life. The realistic estimated useful lives of each of the projects financed with the Refunded Bonds were determined at the time of issuance of the applicable series of bonds to be in excess of 27 years, and the Bonds do not extend by any amount or period of time the maturities of the Refunded Bonds.

Section 3. Debt Statement and Borrowing Base Certificate. The President or Vice President of the Governing Body and the Secretary or Assistant Secretary of the Township or any one of them, and/or any other duly authorized or appointed officer of the Township, are hereby authorized and directed to prepare and certify a debt statement required by Section 8110 of the Act and a Borrowing Base Certificate.

Section 4. Covenant to Pay Bonds. It is covenanted with the registered owners from time to time of the Bonds that the Township shall (i) include the amount of the debt service for the Bonds for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay, or cause to be paid, from its sinking fund or any other of its revenues or funds the principal of, and the interest on, the Bonds at the dates and places and in the manner stated in the Bonds according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided by the Act, this covenant shall be specifically enforceable. Nothing in this Section shall be construed to give the Township any taxing power not granted by another provision of law.

Section 5. Description of Bonds; Maturity Schedule; Redemption of Bonds; Notice of Redemption. For purposes of this Section 5, the following defined terms have the meaning stated below:

“DTC” means The Depository Trust Company, New York, New York, the securities depository for the Bonds, and its successors.

“Representation Letter” means the Blanket Letter of Representations, together with DTC’s Operational Arrangements referred to therein, as amended from time to time, of the Township on file with DTC and incorporated herein by reference.

A. Amount and Terms of Bonds; Redemption Provisions. The Bonds up to the stated maximum aggregate principal amount may be issued in one or more series or subseries. The Bonds shall be in fully registered form without coupons, shall be numbered, shall be in the denomination of Five Thousand Dollars (\$5,000) or any integral multiple thereof, shall be dated the date of their delivery or such other date established for interest to begin accruing on the Bonds (the “Series Issuance Date”) and shall bear interest from the dates, which interest is payable at the rates provided herein, until maturity or prior redemption, all as set forth in the form of Bond attached hereto as Exhibit A and made a part hereof.

The stated maturities of the Bonds have been fixed in compliance with Section 8142(b)(2) of the Act.

The Paying Agent (as hereinafter defined) is hereby authorized and directed to cause a notice of redemption to be given once by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, at least thirty (30) days prior to the redemption date, to each registered owner of Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed. Any such notice shall be given in the name of the Township, shall identify the Bonds to be redeemed, including CUSIP numbers, if applicable, which may, if appropriate, be expressed in designated blocks of numbers (and, in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed), shall specify the redemption date and the place where such Bonds are to be surrendered for payment, shall state the redemption price, and shall state that on the redemption date the Bonds called for redemption will be payable and from such redemption date interest will cease to accrue. Failure to give any notice of redemption or any defect in the notice or in the giving thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given. The costs incurred for such redemptions shall be paid by the Township.

For so long as DTC is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified above only to DTC in accordance with its applicable time requirements. It is expected that DTC in turn will notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

In addition to the notices described in the preceding paragraphs, further notice shall be given by the Paying Agent as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed above.

(i) Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption, plus (A) the date of issue of the Bonds as originally issued; (B) the rate of interest borne by each Bond being redeemed; (C) the maturity date of each Bond being redeemed; and (D) any other descriptive information needed to identify accurately the Bonds being redeemed.

(ii) Each further notice of redemption shall be sent at least twenty-five (25) days before the redemption date to the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") System, and to other information repositories approved from time to time by the United States Securities and Exchange Commission.

(iii) Such further notice, if deemed to be necessary or desirable by the Township and the Paying Agent, may also be mailed by first class United States mail, postage prepaid, to The Bond Buyer of New York, New York, or to another financial newspaper or journal which regularly carries notices of redemption of other obligations similar to the Bonds.

(iv) Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

The notices required to be given by this Section shall state that no representation is made as to the correctness or accuracy of CUSIP numbers listed in such notice or stated on the Bonds.

If at the time of the mailing of any notice of optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

B. Book-Entry Only System. Notwithstanding the foregoing provisions of this Section 5, so long as the Bonds are in book-entry form, the following provisions will apply:

(i) The Bonds, upon original issuance, will be issued in the form of a single, fully registered bond for each maturity in the denomination equal to the principal amount of Bonds maturing on each such date and will be deposited with DTC. Each such Bond will initially be registered to Cede & Co., the nominee for DTC, or such other name as may be requested by an authorized representative of DTC, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event that the use of the book-entry system for the Bonds is discontinued. It is anticipated that during the term of the Bonds, DTC will make book-entry transfers among its Participants and receive and transmit payment of principal and premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (vi).

(ii) The execution and delivery by the Township of the Representation Letter shall not in any way create, expand or limit any undertaking or arrangement contemplated or provided for herein in respect of DTC or the book-entry registration, payment and notification system or in any other way impose upon the Township or the Paying Agent any obligation whatsoever with respect to beneficial owners having interests in the Bonds, any such obligation extending solely to DTC, as sole bondholder, as shown on the registration books kept by the Paying Agent. The Paying Agent shall take all action necessary for all representations of the Township in the Representation Letter with respect to the Paying Agent to be complied with at all times.

(iii) So long as the Bonds or any portion thereof are registered in the name of Cede & Co., or such other DTC nominee, all payments of principal, premium, if any, or redemption price of, and interest on, the Bonds shall be made to DTC or its nominee in accordance with the Representation Letter on the dates provided for such payments under this Ordinance. All payments made by the Paying Agent to DTC or its nominee shall fully satisfy the Township's obligations to pay principal, premium, if any, and interest, on the Bonds to the extent of such payments, and no beneficial owner of any Bond registered in the name of Cede & Co., or such other DTC nominee, shall have any recourse against the Township or the Paying Agent hereunder for any failure by DTC or its nominee or any Participant therein to remit such payments to the beneficial owners of such Bonds.

(iv) If all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. If fewer than all Bonds of a maturity are to be redeemed, DTC shall determine by lot the amount of the interest of each Participant in the maturity of Bonds to be redeemed. In the event of the redemption of less than all of the Bonds outstanding, the Paying Agent shall not require surrender by DTC or its nominee of the Bonds so redeemed, but DTC (or its nominee) may retain such Bonds and make an appropriate notation on the Bond certificate as to the amount of such partial redemption; *provided that*, in each case the Paying Agent shall request, and DTC shall deliver to the Paying Agent, a written confirmation of such partial redemption and thereafter the records maintained by the Paying Agent shall be conclusive as to the amount of the Bonds of such maturity which have been redeemed.

(v) In the event DTC resigns or is no longer qualified to act as a securities depository and registered clearing agency under the Securities Exchange Act of 1934, as amended, the Township may appoint a successor securities depository provided the Paying Agent receives written evidence satisfactory to the Paying Agent with respect to the ability of the successor securities depository to discharge its responsibilities. Any such successor securities depository shall be a registered clearing agency under the Securities Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor securities depository in appropriate denominations and form as provided herein.

(vi) If DTC resigns and the Township is unable to locate a qualified successor of DTC in accordance with subsection (v), then the Paying Agent, based on information provided to it by DTC, shall notify the beneficial owners of the Bonds of the availability of certificates to beneficial owners of Bonds requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Bonds (the "Replacement Bonds") to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to the date of such Replacement Bonds, accrued interest and previous calls for redemption. In such event, all references to DTC herein shall relate to the period of time when DTC or its nominee is the registered owner of at least one Bond. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by DTC shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. The Paying Agent may rely on information from DTC and its Participants as to the names, addresses,

taxpayer identification numbers of and principal amount held by the beneficial owners of the Bonds.

Section 6. Paying Agent, Sinking Fund Depository and Registrar; Payment of Principal and Interest Without Deduction for Taxes. The proper officers of the Township are hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, N.A., having corporate trust offices in Philadelphia, Pennsylvania, and West Paterson, New Jersey, for its services as sinking fund depository, paying agent and registrar with respect to the Bonds and such Bank is hereby appointed to act in such capacities with respect to the Bonds.

The principal or redemption price of the Bonds shall be payable upon surrender thereof when due in lawful money of the United States of America at the designated office of The Bank of New York Mellon Trust Company, N.A., or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Such payments shall be made to the registered owners of the Bonds so surrendered, as shown on the registration books of the Township on the date of payment. Interest on the Bonds shall be paid by check mailed to the registered owner of such Bond as shown on the registration books kept by the Paying Agent, as of the close of business on the fifteenth (15th) day of the calendar month (whether or not a business day) immediately preceding the interest payment date in question (the "Regular Record Date"), irrespective of any transfer or exchange of such Bond subsequent to such Regular Record Date and prior to such interest payment date. If the Township shall default in the payment of interest due on such interest payment date, such interest shall thereupon cease to be payable to the registered owners of the Bonds shown on the registration books as of the Regular Record Date. Whenever moneys thereafter become available for the payment of the defaulted interest, the Paying Agent on behalf of the Township shall immediately establish a "special interest payment date" for the payment of the defaulted interest and a "special record date" (which shall be a business day) for determining the registered owners of Bonds entitled to such payments; *provided, however*, that the special record date shall be at least ten (10) days but not more than fifteen (15) days prior to the special interest payment date. Notice of each date so established shall be mailed by the Paying Agent on behalf of the Township to each registered owner of a Bond at least ten (10) days prior to the special record date, but not more than thirty (30) days prior to the special interest payment date. The defaulted interest shall be paid on the special interest payment date by check mailed to the registered owners of the Bonds, as shown on the registration books kept by the Paying Agent as of the close of business on the special record date.

If the date for payment of the principal or redemption price of, and interest on, the Bonds shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the corporate trust office or payment office of the Paying Agent are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

The principal or redemption price of, and interest on, the Bonds are payable without deduction for any tax or taxes, except inheritance and estate taxes or any other taxes now or hereafter levied or assessed on the Bonds under any present or future laws of the

Commonwealth of Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

Any corporation or association into which the Paying Agent, or any additional or appointed alternate or successor to it, may be merged or converted or with which it, or any additional or appointed alternate or successor to it, may be consolidated, or any corporation or association resulting from any merger, conversion or consolidation to which the Paying Agent shall be a party, or any corporation or association to which the Paying Agent, or any additional or appointed alternate or successor to it, sells or otherwise transfers all or substantially all of its corporate trust business shall be the successor paying agent hereunder, without the execution or filing of any paper or any further act on the part of the parties hereto, anything herein to the contrary notwithstanding.

Section 7. Registration, Transfer and Exchange of Bonds. The Township shall keep, at the corporate trust and/or payment office of the Paying Agent, as registrar, books for the registration, transfer and exchange of Bonds. The Governing Body hereby authorizes and directs the Paying Agent, as registrar and transfer agent, to keep such books and to make such transfers or exchanges on behalf of the Township.

The ownership of each Bond shall be recorded in the registration books of the Township, which shall contain such information as is necessary for the proper discharge of the Paying Agent's duties hereunder as Paying Agent, registrar and transfer agent.

The Bonds may be transferred or exchanged as follows:

(a) Any Bond may be transferred if endorsed for such transfer by the registered owner thereof and surrendered by such owner or his duly appointed attorney or other legal representative at the designated office of the Paying Agent, whereupon the Paying Agent shall authenticate and deliver to the transferee a new Bond or Bonds of the same maturity and series designation and in the same denomination as the Bond surrendered for transfer or in different authorized denominations equal in the aggregate to the principal amount of the surrendered Bond.

(b) Bonds of a particular maturity may be exchanged for one or more Bonds of the same maturity and in the same principal amount, but in a different authorized denomination or denominations. Each Bond so to be exchanged shall be surrendered by the registered owner thereof or his duly appointed attorney or other legal representative at the designated office of the Paying Agent, whereupon a new Bond or Bonds shall be authenticated and delivered to the registered owner.

(c) In the case of any Bond properly surrendered for partial redemption, the Paying Agent shall authenticate and deliver a new Bond in exchange therefor, such new Bond to be of the same maturity and in a denomination equal to the unredeemed principal amount of the surrendered Bond; *provided that*, at its option, the Paying Agent may certify the amount and date of partial redemption upon the partial redemption certificate, if any, printed on the surrendered Bond and return such surrendered Bond to the registered owner in lieu of an exchange.

Except as provided in subparagraph (c) above, the Paying Agent shall not be required to effect any transfer or exchange during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. No charge shall be imposed in connection with any transfer or exchange except for taxes or governmental charges related thereto.

No transfers or exchanges shall be valid for any purposes hereunder except as provided above. New Bonds delivered upon any transfer or exchange of outstanding Bonds shall be valid general obligations of the Township, evidencing the same debt as the Bonds surrendered.

The Township and the Paying Agent may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and any notice to the contrary shall not be binding upon the Township or the Paying Agent.

Section 8. Execution, Delivery and Authentication of Bonds; Disposition of Proceeds. The Bonds shall be executed by the manual or facsimile signature of the President or Vice President of the Governing Body and shall have the corporate seal of the Township or a facsimile thereof affixed, imprinted, lithographed or reproduced thereon, duly attested by the manual or facsimile signature of the Secretary or Assistant Secretary of the Township, and the said officers are hereby authorized and directed to execute the Bonds in such manner. In case any official of the Township whose manual or facsimile signature shall appear on the Bonds shall cease to be such official before the authentication of such Bonds such signature or the facsimile signature thereof shall nevertheless be valid and sufficient for all purposes the same as if such official had remained in office until authentication; and any Bond may be signed on behalf of the Township, even though at the date of authentication of such Bonds such person was not an official. The President or Vice President of the Governing Body is authorized and directed to deliver, or cause to be delivered, the Bonds to the purchasers thereof against the full balance of the purchase price therefor. The Bonds shall be authenticated by the Paying Agent.

The proceeds of the Bonds shall be deposited in a settlement fund which the Paying Agent shall create and shall be disbursed, transferred or deposited as directed in a closing receipt duly executed and delivered by an authorized officer of the Trustee on the date of issuance and delivery of the Bonds.

Section 9. Form of Bonds; CUSIP Numbers. The form of the Bonds, paying agent's authentication certificate and assignment shall be substantially as set forth in Exhibit A attached hereto. The Bonds shall be executed in substantially the form as set forth in Exhibit A hereto with such appropriate changes, additions or deletions as may be approved by the officers executing the Bonds in the manner provided in Section 8 hereof; such execution shall constitute approval by such officers on behalf of the Governing Body. The opinion of bond counsel is authorized and directed to be printed upon the Bonds.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP) has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of said numbers either as printed on the

Bonds or as contained in any notice of redemption, and the Township shall have no liability of any sort with respect thereto. Reliance upon any redemption notice with respect to the Bonds may be placed only on the identification numbers printed thereon.

Section 10. Temporary Bonds. Until Bonds in definitive form are ready for delivery, the proper officers of the Governing Body may execute and, upon their request in writing, the Paying Agent shall authenticate and deliver in lieu of such Bonds in definitive form one or more printed or typewritten bonds in temporary form, substantially of the tenor of the Bonds hereinbefore described with appropriate omissions, variations and insertions, as may be required. Such bond or bonds in temporary form may be for the principal amount of Five Thousand Dollars (\$5,000) or any whole multiple or multiples thereof, as such officers may determine. The aforesaid officers, without unnecessary delay, shall prepare, execute and deliver Bonds in definitive form to the Paying Agent, and thereupon, upon presentation and surrender of the bond or bonds in temporary form, the Paying Agent shall authenticate and deliver, in exchange therefor, Bonds in definitive form in an authorized denomination of the same maturity for the same aggregate principal amount as the bond or bonds in temporary form surrendered. Such exchange shall be made by the Township at its own expense and without any charge therefor. When and as interest is paid upon bonds in temporary form without coupons, the fact of such payment shall be endorsed thereon. Until so exchanged, the temporary bond or bonds shall be in full force and effect according to their terms.

Section 11. Manner of Sale; Award of Bonds; Bid Price; Range of Interest Rates. The Governing Body of the Township after due deliberation and investigation has found that a private sale by negotiation is in the best financial interest of the Township and based upon such finding the Governing Body of the Township hereby awards the Bonds at a private negotiated sale, to PNC Capital Markets LLC (the "Underwriter"), upon the terms set forth in one or more bond purchase contracts, and any supplement or addendum thereto executed and delivered at the actual date of sale of the Bonds to the Underwriter (collectively, the "Purchase Contract"). The Purchase Contract provides that the Underwriter shall pay to the Township specified amounts at specified times and under conditions stated therein and the Township agrees to sell and deliver the Bonds to the Underwriter under the conditions set forth in such Purchase Contract.

Such details and conditions of the Purchase Contract are hereby approved; *provided however*, that the aggregate principal amount of the Bonds shall not exceed \$12,000,000; the latest maturity date of the Bonds shall not be later than July 1, 2031; the annual principal maturity or mandatory redemption amounts shall not exceed the annual amounts thereof set forth in Exhibit B; the interest rate of the Bonds shall not exceed 6.000% per annum; the purchase price for the Bonds, including underwriting discount and net original issue discount/premium, shall be not less than 90% or more than 120% of the aggregate principal amount plus interest accrued on the Bonds; and the underwriting discount on the Bonds shall not exceed four and 90/100 dollars (\$4.90) per bond. The Bonds shall be issued only if the net debt service savings (after payment of all costs of issuance) resulting from the Refunding Project is sufficiently beneficial as determined by the Township and/or the designated Township officials in consultation with the Financial Advisor and Bond Counsel. The President or Vice President of the Governing Body is hereby authorized and directed to execute the Purchase Contract (subject, however, to compliance with the aforesaid limitations) in such form as the Township's Counsel,

Financial Advisor and Bond Counsel may advise evidencing the Township's acceptance thereof, and deliver the same to the Underwriter.

Section 12. Sinking Fund; Appropriation of Annual Amounts for Payment of Debt Service. There is hereby established a separate sinking fund for the Township designated as "Sinking Fund - Township of Cheltenham General Obligation Bonds, Series of 2015" (the "Sinking Fund") and into the Sinking Fund there shall be paid, when and as required, all moneys necessary to pay the debt service on the Bonds, and the Sinking Fund shall be applied exclusively to the payment of the interest covenanted to be paid upon the Bonds and to the principal thereof at maturity or prior redemption and to no other purpose whatsoever, except as may be authorized by law, until the same shall have been fully paid.

The not to exceed amounts set forth in Exhibit C attached hereto and made a part hereof, or such greater or lesser amount as at the time shall be sufficient to pay the principal of and interest on the Bonds as they become due, shall be pledged in each of the fiscal years shown in Exhibit C to pay the debt service on the Bonds, and such amounts are annually hereby appropriated to the Sinking Fund for the payment thereof.

Section 13. Debt Proceedings. The Secretary or Assistant Secretary of the Township is hereby authorized and directed to certify to and file with the Pennsylvania Department of Community and Economic Development, in accordance with the Act, a complete and accurate copy of the proceedings taken in connection with the increase of debt authorized hereunder, including the debt statement and borrowing base certificate referred to hereinabove, to prepare and file any statements required by the Act which are necessary to qualify all or any portion of non-electoral or lease rental debt of the Township as self-liquidating or subsidized debt, and to pay the filing fees necessary in connection therewith.

Section 14. Tax Covenants, Representations and Designations. So long as the Bonds are outstanding, the following covenants shall apply:

(a) General Covenants: The Township hereby covenants that:

(i) The Township will make no use of the proceeds of the Bonds during the term thereof which would cause such Bonds to be "arbitrage bonds" within the meaning of section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and that it will comply with the requirements of all Code sections necessary to ensure that the Bonds are described in Code section 103(a) and not described in Code section 103(b) throughout the term of the Bonds; and

(ii) If and to the extent the Township is required to remit any amounts to the United States pursuant to Code section 148(f) (the "Rebate Amounts") in order to cause the Bonds not to be arbitrage bonds, the Township will remit such Rebate Amounts at such times and in the manner required by Code section 148(f) and the regulations thereunder. The obligation to remit the Rebate Amounts and to comply with all other requirements of this Section 14 shall survive the defeasance and payment in full of the Bonds.

(b) Bank Qualified Bonds. In order to ensure that the registered owners of the Bonds, if they are financial institutions, will not be subject to certain provisions of the Code as a result of acquiring and carrying the Bonds, the Township agrees that if Bond Counsel and the Financial Advisor (defined below) so advises, all or a portion of the Bonds will be designated as “qualified tax-exempt obligations,” within the meaning of Code section 265(b)(3)(B), that the Bonds shall have such designation, and the Township hereby covenants that, if the Bonds are so designated, it will take such steps as may be necessary to cause the Bonds to continue to be obligations described in such Code section during the period in which the Bonds are outstanding. If the Bonds are so designated, the Township represents that it has not issued, and does not reasonably anticipate issuing, tax-exempt obligations which, when combined with the Bonds, will result in more than \$10,000,000 of tax-exempt obligations being issued in 2015. For purposes only of the foregoing sentence, the term “tax-exempt obligation” shall include any “qualified 501(c)(3) bond,” as defined in Code section 145, but shall not include any other “private activity bond,” as defined in Code section 141(a), any obligation which would be an “industrial development bond” or a “private loan bond” as defined in sections 103(b)(2) and 103(o)(2)(a) of the Internal Revenue Code of 1954, as amended, but for the fact that it is issued pursuant to section 1312, 1313, 1316(g) or 1317 of the Tax Reform Act of 1986, or any obligation issued to currently refund any obligation to the extent the amount thereof does not exceed the outstanding amount of the refunded obligation.

Section 15. Preliminary Official Statement; Official Statement; Continuing Disclosure. The Preliminary Official Statement in the form presented at this meeting (a copy of which shall be filed with the records of the Township), is hereby approved with such subsequent, necessary and appropriate additions or other changes as may be approved by the proper officer of the Township with the advice of counsel. The use and distribution of the Preliminary Official Statement by the Underwriter in the form hereby approved, and the distribution thereof on and after the date hereof, with such subsequent additions or other changes as aforesaid, is hereby authorized in connection with the public offering by the Underwriter of the Bonds. An Official Statement in substantially the same form as the Preliminary Official Statement, with such additions and other changes, if any, as may be approved by the Township’s officer executing the same with the advice of counsel, such approval to be conclusively evidenced by the execution thereof, is hereby authorized and directed to be prepared and upon its preparation, to be executed by the President or Vice President of the Governing Body following such investigation as such officer deems necessary as to the contents thereof. The Township hereby further approves the distribution and use of the Official Statement as so prepared and executed in connection with the sale of the Bonds.

The Township covenants to provide such continuing disclosure, at such times, in such manner and of such nature as is described in the Official Statement and to execute and deliver such agreements and certificates with respect to continuing disclosure as are described in the Official Statement. Any continuing disclosure filing under this Ordinance may be made by transmitting such filing to the continuing disclosure service of the Municipal Securities Rulemaking Board’s Electronic Municipal Market Access (“EMMA”) System.

Section 16. Advance Refunding of Refunded 2011 Bonds. The proper officers of the Township, with respect to the refunding of the Refunded 2011 Bonds, are hereby authorized and directed to contract with The Bank of New York Mellon Trust Company,

Philadelphia, Pennsylvania, as the true and lawful attorney and agent of the Township to effect the payment and the redemption and payment, including payment of interest, of the Refunded 2011 Bonds pursuant to the terms and provisions of a certain Escrow Agreement (the "Escrow Agreement") dated as of the Series Issuance Date, between the Township and The Bank of New York Mellon Trust Company, N.A., as escrow agent (the "Escrow Agent") and hereby ratifies and confirms said Bank as the paying agent, sinking fund depository and registrar for the Refunded 2011 Bonds.

The form, terms and provisions of the Escrow Agreement, substantially in the form as presented to this meeting (copies of which shall be filed with the records of the Township) are hereby approved. The President or Vice President of the Governing Body is hereby authorized and directed to execute and deliver the Escrow Agreement, in such form, subject to such subsequent additions, changes, variations, omissions, insertions and modifications, if any, as may be approved by such officer, with the advice of the Township's Counsel and Bond Counsel, the execution of the Escrow Agreement to be conclusive evidence of such approval, and the Secretary or Assistant Secretary is hereby authorized and directed to affix thereto the corporate seal of the Township and to attest the same.

Subject only to completion of delivery of, and settlement for, the Bonds, the Township authorizes and directs the irrevocable deposit in trust with the Escrow Agent of proceeds of the Bonds in an amount which will be sufficient, together with the interest earned thereon and any other available moneys, to effect the refunding of the Refunded 2011 Bonds pursuant to the terms and provisions of the Escrow Agreement. The Escrow Agent is irrevocably authorized and directed to apply the moneys so to be made available to it in accordance with the Escrow Agreement. The Escrow Agent, in the name, place and stead of the Township, is hereby authorized and directed to mail, with respect to the Refunded 2011 Bonds being refunded, a notice of redemption as required by the terms of the Refunded 2011 Bonds, and to file such notice of redemption with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access ("EMMA") System. In addition, the Escrow Agent is hereby authorized and directed to mail, as required by the Escrow Agreement, a notice of refunding of the Refunded 2011 Bonds, and to file such notice of refunding with the EMMA System. Notwithstanding the foregoing, such notices may be given by another method of giving notice which is acceptable to the Escrow Agent and customarily used by fiduciaries for similar notices at the time such notices are given. Said notices, in the forms attached to the Escrow Agreement as presented to this meeting, are hereby approved, subject to such changes, variations, omissions, insertions and modifications, if any, as may be approved by the President or Vice President of the Governing Body, with the advice of the Township's Counsel and Bond Counsel. The Township hereby agrees to provide for payment of the expenses of giving such notices from proceeds of the Bonds or from moneys otherwise made available by the Township and gives and grants the Escrow Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the Township might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

Subject only to completion of delivery of, and settlement for, the Bonds, the Township hereby directs the Escrow Agent to call for redemption and payment on the 2011 Bonds Redemption Date all of the Refunded 2011 Bonds maturing after such dates, in accordance with the notice requirements set forth in the 2011 Bonds Ordinance.

Further, the proper officers of the Township, with respect to the refunding of the Refunded 2011 Bonds, are hereby authorized and directed to contract with Acacia Financial Group, Inc., Marlton, New Jersey, (the "Financial Advisor") as the agent of the Township to provide bidding services for the procurement of escrow securities to be placed with the Escrow Agent for purposes of effecting the refunding of the Refunded 2011 Bonds, or to arrange for the purchase of United States Treasury Securities, State and Local Government Series, if available.

Section 17. Current Refunding of Refunded 2005A Bonds. The proper officers of the Township, with respect to the refunding of the 2005A Bonds, are hereby authorized and directed to contract with The Bank of New York Mellon Trust Company, N.A., Philadelphia, Pennsylvania ("2005A Bonds Paying Agent") as the true and lawful attorney and agent of the Township to effect the payment and the redemption and payment, including payment of interest, of the 2005A Bonds and hereby ratifies and confirms said Bank as the paying agent, sinking fund depository and registrar for the Refunded 2005A Bonds.

Subject only to completion of delivery of, and settlement for, the Bonds, the Township hereby authorizes and directs the irrevocable deposit in trust in the sinking fund for the Refunded 2005A Bonds (the "2005A Bonds Sinking Fund") established with the 2005A Bonds Paying Agent under the 2005A Bonds Ordinance, proceeds of the Bonds in an amount which will be sufficient, without regard to the interest earned thereon, to effect the current refunding and redemption of the Refunded 2005A Bonds on the 2005A Bonds Redemption Date. Upon receipt of such proceeds and until applied to the redemption and payment of the Refunded 2005A Bonds, the 2005A Bonds Paying Agent is authorized and directed to invest the same in accordance with written instructions of the Township. The Township covenants and agrees that such investment shall at all times be in compliance with applicable law. On the 2005A Redemption Date, the 2005A Bonds Paying Agent is irrevocably authorized and directed to pay from the 2005A Bonds Sinking Fund the principal or redemption price of, and interest due on, the Refunded 2005A Bonds and to transfer any balance remaining in the 2005A Bonds Sinking Fund not required for such redemption and payment to the Paying Agent for deposit in the Sinking Fund established hereunder for application to the payment of interest due on the Bonds on the first interest payment date.

The 2005A Bonds Paying Agent, in the name, place and stead of the Township, is hereby authorized and directed to give notice of redemption to the owners of the Refunded 2005A Bonds being refunded in the manner and at the times required by the terms of the Refunded 2005A Bonds. Such notice, in the form attached hereto as Exhibit D, is hereby approved, subject to such changes, variations, omissions, insertions and modifications, if any, as may be approved by the Township, with the advice of the Township's Counsel and Bond Counsel. The Township hereby agrees to provide for payment of the expenses of giving such notice from proceeds of the Bonds or from moneys otherwise made available by the Township and gives and grants the 2005A Bonds Paying Agent full authority to do and perform all and every act and thing whatsoever requisite and necessary to effectuate said purposes as the Township might do on its own behalf, and hereby ratifies and confirms all that said agent shall do or cause to be done by virtue thereof.

The Township, pursuant to authorization contained in the 2005A Bonds Ordinance and herein, does hereby authorize the optional redemption of the Refunded 2005A

Bonds within ninety (90) days of the issuance date of the Bonds (the "2005A Redemption Date"), in accordance with its rights and privileges reserved to this Township in the 2005A Bonds and in the 2005A Bonds Ordinance, and as described herein. The designated officer of the Township is hereby authorized and directed to instruct the paying agent and bond registrar for the applicable Refunded 2005A Bonds to conditionally call for redemption such Refunded 2005A Bonds in accordance with this Ordinance , following the acceptance of the final terms and conditions of the Bonds and Proposal as described in Section 11 hereof.

Section 18. Incidental Actions. The proper officers of the Township are hereby authorized, directed and empowered on behalf of the Township to execute any and all agreements, papers and documents and to do or cause to be done any and all acts and things necessary or proper for the carrying out of the purposes of this Ordinance.

Section 19. Payment of Issuance Costs. The proper officers of the Township are hereby authorized and directed to pay the costs of issuing the Bonds at the time of delivery of the Bonds to the Underwriter.

Section 20. Inconsistent Ordinances. All ordinances or parts of ordinances inconsistent herewith be and the same are hereby repealed.

Section 21. Severability. In case any one or more of the provisions of this Ordinance shall, for any reason, be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions of this Ordinance and this Ordinance shall be construed and enforced as if such illegal or invalid provisions had not been contained herein.

Section 22. Effective Date. This Ordinance shall become effective on the earliest date permitted by the Act.

I HEREBY CERTIFY that the foregoing is a true and correct copy of an Ordinance duly enacted by the affirmative vote of a majority of the members of the Governing Body of the Township of Cheltenham, Montgomery County, Pennsylvania (the "Township"), at a public meeting held the 17th day of June, 2015; that proper notice of such meeting was duly given as required by law; and that said Ordinance has been duly entered upon the Minutes of said Governing Body, showing how each member voted thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Township this 17th day of June, 2015.

Cheltenham Township Board of Commissioners

Harvey Portner

Harvey Portner, President

Bryan T. Havir

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



EXHIBIT A
To Ordinance of
Township of Cheltenham
Montgomery County, Pennsylvania
Enacted June 17, 2015

Form of Bonds

Unless this bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Paying Agent or its agent for registration of transfer, exchange or payment, and any bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

No.

\$ _____

UNITED STATES OF AMERICA
COMMONWEALTH OF PENNSYLVANIA
COUNTY OF MONTGOMERY

TOWNSHIP OF CHELTENHAM
GENERAL OBLIGATION BOND, SERIES [A] [B] OF 2015

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>SERIES ISSUANCE DATE</u>	<u>CUSIP</u>
----------------------	----------------------	---------------------------------	--------------

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

Township of Cheltenham, Montgomery County, Pennsylvania (the "Township"), existing by and under the laws of the Commonwealth of Pennsylvania, for value received, hereby acknowledges itself indebted and promises to pay to the registered owner named above on the maturity date specified above, unless this bond shall have been previously called for redemption in whole or in part and payment of the redemption price shall have been duly made or provided for, the principal amount shown above; and to pay interest thereon at the annual rate specified above (computed on the basis of a 360-day year of twelve 30-day months) [from the most recent Regular Interest Payment Date (as hereinafter defined) to which interest has been paid or duly

provided for, or from the Series Issuance Date shown above, if no interest has been paid. Such payments of interest shall be made on _____ and on each _____ and _____ thereafter (each, a "Regular Interest Payment Date") until the principal or redemption price hereof has been paid or provided for as aforesaid. The principal or redemption price of, and interest on, this bond may be paid in any coin or currency of the United States of America which, at the time of payment, is legal tender for the payment of public and private debts.

The principal or redemption price of this bond is payable upon presentation and surrender hereof at the office of The Bank of New York Mellon Trust Company, N.A., in Philadelphia, Pennsylvania, or at the designated office of any additional or appointed alternate or successor paying agent or agents (the "Paying Agent"). Interest shall be paid by check mailed to the registered owner hereof, as shown on the registration books kept by the Paying Agent as of the close of business on the applicable Regular or Special Record Date (each as hereinafter defined).

The record date for any Regular Interest Payment Date (each, a "Regular Record Date") shall be the ____ (____) day of the calendar month (whether or not a business day) immediately preceding each Regular Interest Payment Date. In the event of a default in the payment of interest becoming due on any Regular Interest Payment Date, the interest so becoming due shall forthwith cease to be payable to the registered owners otherwise entitled thereto as of such date. Whenever moneys become available for the payment of such overdue interest, the Paying Agent shall on behalf of the Township establish a special interest payment date (the "Special Interest Payment Date") on which such overdue interest shall be paid and a special record date (which shall be a business day) relating thereto (the "Special Record Date"), and shall mail a notice of each such date to the registered owners of all Bonds (as hereinafter defined) at least ten (10) days prior to the Special Record Date, but not more than thirty (30) days prior to the Special Interest Payment Date. The Special Record Date shall be at least ten (10) days but not more than fifteen (15) days prior to the Special Interest Payment Date.

If the date for payment of the principal or redemption price of, and interest on, this bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the Commonwealth of Pennsylvania or in each of the cities in which the corporate trust or payment office of the Paying Agent are located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

So long as The Depository Trust Company ("DTC") or its nominee, Cede & Co., is registered owner hereof, all payments of principal and premium, if any, and interest on, this bond shall be payable in the manner and at the respective times of payment provided for in the Representation Letter (the "Representation Letter") defined in, and incorporated into, the Ordinance referred to herein.

The principal or redemption price of, and interest on, this bond are payable without deduction for any tax or taxes, except inheritance and estate taxes or any other taxes now or hereafter levied, or assessed hereon under any present or future laws of the Commonwealth of

Pennsylvania, all of which taxes, except as above provided, the Township assumes and agrees to pay.

This bond is one of a duly authorized issue of \$_____ aggregate principal amount of general obligation bonds of the Township known as “Township of Cheltenham General Obligation Bonds, Series [A] [B] of 2015” (the “Bonds”), all of like tenor, except as to interest rate, date of maturity and provisions for redemption. The Bonds are issuable only in the form of fully registered bonds without coupons in the denomination of \$5,000 or integral multiples thereof and are issued in accordance with the provisions of the Pennsylvania Township Debt Act, 53 Pa. Cons. Stat. §8001 *et seq.*, as amended (the “Act”) and by virtue of an ordinance of the Township duly enacted (the “Ordinance”), and the sworn statement of the duly authorized officers of the Township as appears on record in the office of the Pennsylvania Department of Community and Economic Development, Harrisburg, Pennsylvania.

It is covenanted with the registered owners from time to time of this bond that the Township shall (i) include the amount of the debt service for each fiscal year in which the sums are payable in its budget for that year; (ii) appropriate those amounts from its general revenues for the payment of the debt service; and (iii) duly and punctually pay or cause to be paid from its sinking fund or any other of its revenues or funds the principal or redemption price of, and the interest on, this bond at the dates and places and in the manner stated in this bond, according to the true intent and meaning thereof. For such budgeting, appropriation and payment, the Township pledges its full faith, credit and taxing power. As provided in the Act, this covenant shall be specifically enforceable; subject, however, as to the enforceability of remedies to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting the enforcement of creditors’ rights generally. Nothing in this paragraph shall be construed to give the Township any taxing power not granted by another provision of law.¹

OPTIONAL REDEMPTION

The Bonds maturing on or after _____ are subject to redemption prior to maturity at the option of the Township, at the redemption price of 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for redemption, in whole or, from time to time, in part (and if in part, in such order of maturity or portion of a maturity as the Township shall select and within a maturity by lot) at any time on and after _____.

MANDATORY REDEMPTION

The Bonds maturing on _____, are subject to mandatory redemption prior to maturity in part, by lot, on _____ of each of the years ____ to ____, inclusive, at the redemption price of 100% of the principal amount of Bonds to be redeemed, plus accrued interest to the date fixed for redemption, in the principal amounts and as set forth in the Ordinance.

Any redemption of this bond under the preceding paragraph(s) shall be made as provided in the Ordinance, upon not less than thirty (30) days' notice, by mailing a copy of the redemption notice by first-class United States mail, postage prepaid, or by another method of giving notice which is acceptable to the Paying Agent and customarily used by fiduciaries for similar notices at the time such notice is given, to each registered owner of the Bonds to be redeemed. Such notice shall be mailed to the address of such registered owner appearing on the registration books of the Paying Agent, unless such notice is waived by the registered owner of the Bonds to be redeemed; *provided, however*, that failure to give notice of redemption by mailing or any defect in the notice as mailed or in the mailings thereof to the registered owner of any Bond to be redeemed shall not affect the validity of the redemption as to other Bonds for which proper notice shall have been given or waived. In the event that less than the full principal amount hereof shall have been called for redemption, the registered owner hereof shall surrender this bond in exchange for one or more new Bonds in an aggregate principal amount equal to the unredeemed portion of the principal amount hereof. The Paying Agent shall also give further notice of such redemption as provided in the Ordinance, but no failure to do so or defect therein shall affect the validity of the redemption.

So long as DTC or its nominee, Cede & Co., is registered owner hereof, if all or fewer than all Bonds of a maturity are to be redeemed, the Paying Agent shall notify DTC within the time periods required by the Representation Letter. It is expected that DTC will, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of DTC or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond. If fewer than all Bonds of a maturity are to be redeemed, DTC shall determine by lot the principal of the maturity of the Bonds to be redeemed of each DTC Participant's interest in such maturity to be redeemed.

If at the time of the mailing of any notice of optional redemption the Township shall not have deposited with the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that it is conditional, that is, subject to the deposit or transfer of the redemption moneys with the Paying Agent not later than the opening of business on the redemption date, and that such notice shall be of no effect unless such moneys are so deposited.

The Township has established a sinking fund with the Paying Agent, as the sinking fund depository, into which funds for the payment of the principal or redemption price of, and the interest on, the Bonds shall be deposited not later than the date fixed for disbursement thereof. The Township has covenanted in the Ordinance to make payments out of such sinking fund or out of any other of its revenues or funds, at such times and in such annual amounts, as shall be sufficient for prompt and full payment of the principal or redemption price of, and interest on, this bond.

The Township, pursuant to recommendations promulgated by the Committee on Uniform Security Identification Procedures (CUSIP), has caused CUSIP numbers to be printed on the Bonds. No representation is made as to the accuracy of aid numbers either as printed on the Bonds or as contained in any notice of redemption, and the Township shall have no liability

of any sort with respect thereto. Reliance upon any redemption notices with respect to the Bonds may be placed only on the identification numbers printed hereon.

No recourse shall be had for the payment of the principal or redemption price of, or interest on, this bond, or for any claim based hereon or on the Ordinance, against any member, officer or employee, past, present, or future, of the Township or of any successor body, either directly or through the Township or any such successor body, under any constitutional provision, statute or rule of law, or by the enforcement of any assessment or by any legal or equitable proceeding or otherwise, and all such liability of such members, officers or employees is released as a condition of and as consideration for the execution and issuance of this bond.

This bond is registered as to both principal and interest on the bond register to be kept for that purpose at the corporate trust and/or payment office of the Paying Agent, and both principal and interest shall be payable only to the registered owner hereof. This bond may be transferred or exchanged in accordance with the provisions of the Ordinance, and no transfer or exchange hereof shall be valid unless made at said office by the registered owner in person or his duly appointed attorney or other legal representative and noted hereon. The Paying Agent is not required to transfer or exchange any Bond during the fifteen (15) days immediately preceding the date of mailing of any notice of redemption or at any time following the mailing of any such notice, if the Bond to be transferred or exchanged has been called for such redemption. The Township and the Paying Agent may deem and treat the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest hereon and for all other purposes, whether or not this bond shall be overdue. The Township and the Paying Agent shall not be affected by any notice to the contrary.

This bond shall not be valid or become obligatory for any purpose until the Paying Agent's Authentication Certificate printed hereon is duly executed.

IN WITNESS WHEREOF, the Township of Cheltenham has caused this bond to be signed in its name by the manual or facsimile signature of the President of its Governing Body and its corporate seal or a facsimile thereof to be affixed, imprinted, lithographed or reproduced hereon and attested by the manual or facsimile signature of its Secretary, all as of the Series Issuance Date specified above.

[SEAL]



TOWNSHIP OF CHELTENHAM

Harvey Portner

By: _____
Harvey Portner, President
Board of Commissioners

Attest

Bryan T. Havir

By: _____
Bryan T. Havir
Township Manager and Secretary

[FORM OF PAYING AGENT'S AUTHENTICATION CERTIFICATE]

This bond is one of the Bonds described therein. Printed on the reverse hereof [Attached hereto] is the complete text of the opinion of Dilworth Paxson LLP, Bond Counsel, dated the date of the initial delivery of, and payment for, the Bonds, a signed copy of which is on file with the undersigned.

THE BANK OF NEW YORK MELLON TRUST
COMPANY, N.A., PAYING AGENT

By: _____
Authorized Signer

AUTHENTICATION DATE:

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of the within Bond, shall be construed as though the terms which they represent were written out in full according to applicable laws or regulations.

TEN COM - as tenants in common
TEN ENT - as tenants by the entireties
JT TEN - as joint tenants with the right of
survivorship and not as tenants in common
UNIFORM GIFT MIN ACTCustodian.....
(Cust) (Minor)
under Uniform Gifts to Minors
Act.....
(State)

Additional abbreviations may also be used though not in the above list.

[FORM OF ASSIGNMENT]

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers
unto _____

(Please type or print name, address

(including postal zip code) and social security or other tax

identification number of the transferee)

the within Bond and all rights thereunder, hereby irrevocably appointing
_____ his/her attorney to transfer said Bond on the bond
register with full power of substitution in the premises.

Dated:

Signature Guaranteed by:

NOTICE: signature(s) must be guaranteed by
an eligible guarantor institution, an institution
which is a participant in a Securities Transfer
Association recognized signature guaranteed
program.

NOTICE: The signature to this assignment
must correspond with the name as it appears
upon the face of the within Bond in every
particular, without alteration or enlargement or
any change whatever

(Authorized Signature)

EXHIBIT B
 To Ordinance of
 Township of Cheltenham
 Montgomery County, Pennsylvania
 Enacted June 17, 2015

2015 Bonds Maturity Schedule

<u>Year</u>	<u>Maximum Principal Amount</u>	<u>Interest Rate</u>
2016	\$130,000	6.000%
2017	80,000	6.000%
2018	80,000	6.000%
2019	80,000	6.000%
2020	240,000	6.000%
2021	1,570,000	6.000%
2022	1,635,000	6.000%
2023	60,000	6.000%
2024	60,000	6.000%
2025	60,000	6.000%
2026	65,000	6.000%
2027	65,000	6.000%
2028	65,000	6.000%
2029	2,525,000	6.000%
2030	2,605,000	6.000%
2031	<u>2,680,000</u>	6.000%
 Total	 12,000,000	

EXHIBIT C
To Ordinance of
Township of Cheltenham
Montgomery County, Pennsylvania
Enacted June 17, 2015

Maximum Annual Amounts Appropriated to 2015 Sinking Fund

<u>Year</u>	<u>Maximum Amount</u>
2016	822,000.00
2017	792,200.00
2018	787,400.00
2019	782,600.00
2020	937,800.00
2021	2,253,400.00
2022	2,224,200.00
2023	551,100.00
2024	547,500.00
2025	543,900.00
2026	545,300.00
2027	541,400.00
2028	537,500.00
2029	2,993,600.00
2030	2,922,100.00
2031	<u>2,840,800.00</u>
Total	20,622,800.00

EXHIBIT D
To Ordinance of
Township of Cheltenham
Montgomery County, Pennsylvania
Enacted June 17, 2015

Form of Notice of Redemption to the Owners of the Refunded 2005A Bonds

NOTICE OF FULL REDEMPTION

To the Registered Owners of
Township of Cheltenham
(Montgomery County, Pennsylvania)
General Obligation Refunding Bonds, Series of 2005A

[IN OUTLINE FORM IDENTIFY BONDS TO BE REDEEMED, LISTING MATURITY DATES, TOTAL AMOUNT CALLED FOR EACH MATURITY, INTEREST RATES, DATED DATE AND CUSIP NUMBERS]

NOTICE IS HEREBY GIVEN that the Township of Cheltenham, Montgomery County, Pennsylvania (the "Township"), pursuant to the terms of the above captioned Series of Bonds (herein, the "Refunded Bonds") hereby calls for redemption and payment in full on _____, 2015 (the "Redemption Date"), all of the outstanding principal amount of the Refunded Bonds listed above at a redemption price equal to 100% of the principal amount thereof, plus accrued interest to the Redemption Date (the "Redemption Price"). The Refunded Bonds so called for redemption will become due and payable at the office of The Bank of New York Mellon Trust Company, N.A. (the "Paying Agent") on the Redemption Date set forth above, as follows:

If by Mail:

If by Courier:

[Insert street address, city, state, and zip code]

Interest on the Refunded Bonds designated for redemption will cease to accrue on the Redemption Date specified above.

The Refunded Bonds so called for redemption must be surrendered to the Paying Agent (at the address listed in the preceding paragraph) for payment on the Redemption Date with all coupons, if any, maturing subsequent to the Redemption Date.

This Notice, however, is expressly conditioned upon receipt by the Paying Agent of the full Redemption Price on or before the opening of business on the Redemption Date and shall be of no force or effect unless such moneys are so received.

Payments or redemption which are due to occur on any day which is a Saturday, Sunday or other day on which banks in the Commonwealth of Pennsylvania are authorized to be closed, shall occur on the next banking business day with the same force and effect as if occurring on the originally scheduled day.

IMPORTANT NOTICE

Withholding of 28% of gross redemption proceeds of any payment made within the United States of America may be required by the Jobs and Growth Tax Relief Reconciliation Act of 2003, unless the Paying Agent has the correct taxpayer identification number (social security or employer identification number) or exemption certificate of the Payee. Please furnish a properly completed form W-9 or exemption certificate or equivalent when presenting your securities.

No representation is made as to the correctness or accuracy of the CUSIP numbers listed in this Notice or printed on the Refunded Bonds to be redeemed.

Dated this _____ day of _____, 20__.

[NAME OF ISSUER]

By: _____., as agent for the
above redemption

*A Resolution No. 21-15
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 **STEVEN BERK** of Ardmore for his invaluable service as Chairman of the Einstein Healthcare Network Board of Trustees; and

Whereas, After many years of providing leadership in several critical roles, including Member and Vice Chairman of the Einstein Healthcare Network Board of Trustees and Chairman of the Healthcare Services Board of Trustees, **STEVEN BERK** was elected Chairman of the Board of Trustees on July 1, 2012. During his three-year term at the helm, he ably steered the network's governing body safely through all trials and challenges; and

Whereas, Cheltenham Township is proud to include the Einstein Medical Center Elkins Park among its many valued institutions. Moreover, the Board of Commissioners deeply appreciates its ongoing support for the community, especially as the primary sponsor for the wildly popular Concerts in the Park series, which ends each summer season with a performance on the grounds of the medical center.

NOW, THEREFORE, BE IT RESOLVED that the BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, duly convened in regular session this Seventeenth Day of June, A.D., 2015, does hereby officially honor **STEVEN BERK** for his dedicated service as Board Chairman and looks forward to future collaborations with him in his continuing role as a Board Member. 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. Berk at the Einstein Annual Meeting at the Hyatt at The Bellevue on June 25, 2015.

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 sixteenth.

**BOARD OF COMMISSIONERS
OF CHELTENHAM TOWNSHIP**

Harvey Portner

By: Harvey Portner, President

Bryan T. Havir

Attest: _____
Bryan T. Havir
Township Manager and Secretary

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

ORDINANCE NO. 2306-15

**AN ORDINANCE AUTHORIZING EXECUTION OF A CABLE
FRANCHISE AGREEMENT WITH COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC AND GRANTING
A NON-EXCLUSIVE FRANCHISE TO COMCAST CABLE
COMMUNICATIONS MANAGEMENT, LLC TO CONTINUE
TO CONSTRUCT, RECONSTRUCT, OPERATE, MAINTAIN
AND EXTEND A CABLE COMMUNICATIONS SYSTEM IN
CHELTENHAM TOWNSHIP IN ACCORDANCE WITH THE
TERMS OF SAID CABLE FRANCHISE AGREEMENT**

WHEREAS, Cheltenham Township (hereinafter “Township”) granted a cable television franchise to Comcast Cablevision of Willow Grove, Inc. by Ordinance No. 2032-03 on April 15, 2003, granting that organization the authority, right and privilege to construct, reconstruct, operate, maintain and extend a cable system and to provide cable service and any other service permitted by this franchise within the streets and public ways of the Township; and

WHEREAS, Comcast Cablevision of Willow Grove, Inc. has been merged or otherwise consolidated with Comcast Cable Communications Management, LLC (hereinafter “Grantee” or “Comcast”); and

WHEREAS, the Township, having determined that the financial, legal, and technical ability of Comcast continues to be reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into a franchise agreement with the Grantee for the continuing construction, reconstruction, operation, maintenance and extension of a cable television system and to provide cable service and any other service permitted by this franchise within the streets and public ways of the Township on the terms and conditions set forth in the franchise agreement.

NOW, THEREFORE, it is hereby **ORDAINED** and **ENACTED** by the Board of Commissioners of Cheltenham Township as follows:

SECTION I.

The Board of Commissioners hereby authorizes execution of the cable franchise agreement (hereinafter “Cable Franchise Agreement”) with Grantee and grants a nonexclusive franchise to Grantee, to construct, reconstruct operate, maintain, and extend a cable communications system in the Township in accordance with the terms of said Cable Franchise Agreement.

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 severable, and if any Section, sentence, clause or phrase shall be held by a court of competent jurisdiction to be illegal, invalid, or unconstitutional, the remaining portions of this Ordinance shall not be affected or impaired thereby.

SECTION IV. - REPEALER

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

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 as soon after adoption as is permitted by law.

ORDAINED AND ENACTED by the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania, this **17th day of June, 2015.**

BOARD OF COMMISSIONERS
TOWNSHIP OF CHELTENHAM

Harvey Portner

By _____
Harvey Portner, President

Bryan T. Haver

ATTEST: _____
Bryan T. Haver, Township Manager

FRANCHISE AGREEMENT

This Franchise Agreement (hereinafter, the "Agreement" or "Franchise Agreement") is made between the Township of Cheltenham, Montgomery County Pennsylvania (hereinafter, "Township" or "Franchising Authority") and Comcast Cable Communications Management, LLC. (hereinafter, "Grantee" or "Comcast").

The Township having determined that the financial, legal, and technical ability of the Grantee continues to be reasonably sufficient to provide the services, facilities, and equipment necessary to meet the current and future cable-related needs of the community, desires to enter into this Franchise Agreement with the Grantee for any continuing construction, and the operation, and maintenance of a Cable System on the terms and conditions set forth herein.

SECTION 1 - Definition of Terms

For the purpose of this Franchise Agreement, capitalized terms, phrases, words, and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. §§ 521 - 631 (the "Cable Act"), unless otherwise defined herein. When not inconsistent with the context, words used in the present tense include the future, words used to refer to the masculine include the feminine, and words in the plural number include the singular number. The word "shall" is mandatory and "may" is permissive. Words not defined in the Cable Act or herein shall be given their common and ordinary meaning.

1.1. "Cable Service" or "Service" means the one-way transmission to Subscribers of Video Programming or other Programming service and Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other Programming service, and as further defined under Section 602 (6) of the Cable Act.

1.2. "Cable System" means a facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes Video Programming and which is provided to multiple Subscribers within the Franchise Area, and as further defined under Section 602 (7) of the Cable Act.

1.3. "Customer" or "Subscriber" means a Person or user of the Cable System who lawfully receives Cable Service therefrom with the Grantee's express permission.

1.4. "Effective Date" means the date on which all authorized persons necessary to sign this Agreement in order for it to be binding on both parties have executed this Agreement as indicated on the signature page(s), unless a

have executed this Agreement as indicated on the signature page(s), unless a specific date is otherwise provided in the "Term" section herein.

1.5. "FCC" means the Federal Communications Commission, or successor governmental entity thereto.

1.6. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System.

1.7. "Franchise Agreement" or "Agreement" shall mean this Agreement and any amendments or modifications hereto.

1.8. "Franchise Area" means the present legal boundaries of the Township of Cheltenham, County of Montgomery, Pennsylvania, as of the Effective Date, and shall also include any additions thereto, by annexation or other legal means.

1.9. "Franchising Authority" means the Township of Cheltenham Pennsylvania or the lawful successor, transferee, designee, or assignee thereof.

1.10. "Grantee" or "Comcast" shall mean Comcast Cable Communications Management, LLC.

1.11. Gross Revenues - All revenue received by Comcast or its affiliates attributable to, or in any way derived from the operation of Comcast's Cable System in the Municipality to provide Cable Services calculated in accordance with Generally Accepted Accounting Principles ("GAAP"). Gross Revenues shall include the following:

- (1) Basic Service fees;
- (2) fees charged to Subscribers for any service tier other than Basic Service;
- (3) fees charged for premium Cable services;
- (4) fees charged to Subscribers for any optional, per-channel or per-program services;
- (5) revenue from the provision of any other deemed to be Cable Services;
- (6) charges for installation, additional outlets, relocation, disconnection, reconnection and change-in-service fees for video programming;
- (7) fees for downgrading any level of Cable Service programming;
- (8) fees for cable-related service calls;

- (9) fees for leased access channels;
- (10) charges based on the sale or lease of any portion of the Cable System for Cable Service;
- (11) rental or sales of any and all Subscriber equipment, including but not limited to DVRs, converters and remote control devices;
- (12) any and all locally-derived advertising revenues;
- (13) locally-derived revenues or commissions from home shopping channels;
- (14) revenue from interactive Cable Services;
- (15) fees for video-on-demand;
- (16) fees for any music services deemed to be Cable Service;
- (17) late payment fees;
- (18) NSF check charges; and
- (19) franchise fees.

Gross Revenues shall not include bad debts, program launch fees, investment income, refundable deposits, sales of capital equipment, or any taxes on services furnished by Comcast and imposed directly upon any Subscriber or user by the Municipality, state, federal or other governmental unit.

1.12. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for profit, but shall not mean the Franchising Authority.

1.13 "Public Buildings" shall mean those buildings owned or leased by the Franchising Authority for municipal government administrative purposes, and shall not include buildings owned by Franchising Authority but leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

1.14. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, way, lane, public way, drive, circle or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or easements dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Franchise Area, which shall entitle the Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Franchise Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning (but specifically excluding pedestrian and bike trails) entitle the Grantee to the use thereof for the purposes of installing, operating, and maintaining the Grantee's Cable System over poles, wires, cables, conductors, ducts, conduits,

vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System.

1.15 "Standard Installation" shall mean the standard one hundred twenty-five (125) foot aerial drop connection to the existing distribution system.

1.16 "Video Programming" or "Programming" shall mean the programming provided by, or generally considered comparable to programming provided by, a television broadcast station (see Section 602 (20) of the Cable Act).

SECTION 2 - Grant of Authority

2.1. Franchise Grant. The Franchising Authority hereby grants to the Grantee a non-exclusive Franchise authorizing the Grantee to continue to construct and operate a Cable System in the Public Ways within the Franchise Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in any Public Way such poles, wires, cables, conductors, ducts, conduits, vaults, manholes, pedestals, amplifiers, appliances, attachments, and other related property or equipment as may be necessary or appurtenant to the Cable System, and to provide such services over the Cable System as may be lawfully allowed.

2.2. Term of Franchise. The term of the Franchise granted hereunder shall be twelve (12) years, commencing upon the Effective Date of the Franchise, unless the Franchise is renewed or is lawfully terminated in accordance with the terms of this Franchise Agreement and the Cable Act. This Franchise shall be automatically extended for three (3) additional terms of five (5) years each unless either party notifies the other in writing of its desire to enter renewal negotiations under the Cable Act at least three (3) years before the expiration date of the then-current Franchise Agreement, whether it be the initial term or a subsequent extended term.

2.3. Renewal. Any renewal of this Franchise shall be governed by and comply with the provisions of Section 626 of the Cable Act [47 U.S.C. §546], as amended.

SECTION 3 – Construction and Maintenance of the Cable System

3.1. Permits and General Obligations. The Grantee shall be responsible for obtaining all generally applicable permits, licenses, or other forms of approval or authorization prior to the commencement of any activity that disturbs the surface of any street, curb, sidewalk or other public improvement in the Public Way, or impedes vehicular traffic. The issuance of such permits shall not be unreasonably withheld or delayed. Construction, installation, and maintenance of the Cable System shall be performed in a safe, thorough and

reliable manner using materials of good and durable quality. Notwithstanding the requirements herein, Grantee shall not be required to obtain a permit for individual drop connections to Subscribers, servicing or installing pedestals or other similar facilities, or other instances of routine maintenance or repair to its Cable System. All transmission and distribution structures, poles, other lines, and equipment installed by the Grantee for use in the Cable System in accordance with the terms and conditions of this Franchise Agreement shall be located so as to minimize the interference with the proper use of the Public Ways and the rights and reasonable convenience of property owners who own property that adjoins any such Public Way.

3.2. Conditions of Street Occupancy.

3.2.1. New Grades or Lines. If the grades or lines of any Public Way within the Franchise Area are lawfully changed at any time during the term of this Franchise Agreement, then the Grantee shall, upon reasonable advance written notice from the Franchising Authority (which shall not be less than thirty (30) business days) and at its own cost and expense, protect or promptly alter or relocate the Cable System, or any part thereof, so as to conform with any such new grades or lines. If public funds are available to any other user of the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall notify Grantee of such funding and make available such funds to the Grantee.

3.2.2. Relocation at Request of Third Party. The Grantee shall, upon reasonable prior written request of any Person holding a permit issued by the Franchising Authority to move any structure, temporarily move its wires to permit the moving of such structure; provided (i.) the Grantee may impose a reasonable charge on any Person for the movement of its wires, and such charge may be required to be paid in advance of the movement of its wires; and (ii.) the Grantee is given not less than thirty (30) business days advance written notice to arrange for such temporary relocation.

3.2.3. Restoration of Public Ways. If in connection with the construction, operation, maintenance, or repair of the Cable System, the Grantee disturbs, alters, or damages any Public Way, the Grantee agrees that it shall at its own cost and expense replace and restore any such Public Way to a condition reasonably comparable to the condition of the Public Way existing immediately prior to the disturbance.

3.2.4. Safety Requirements. The Grantee shall undertake all necessary and appropriate efforts to maintain its work sites in a safe manner in order to prevent failures and accidents that may cause damage, injuries or nuisances. All work undertaken on the Cable System shall be performed in substantial accordance with applicable FCC or other federal and state regulations. The Cable System shall not unreasonably endanger or interfere with

the safety of Persons or property in the Franchise Area.

3.2.5. Trimming of Trees and Shrubbery. The Grantee shall have the authority to trim trees or other natural vegetative growth encroaching or overhanging any of its Cable System in the Franchise Area so as to prevent contact with the Grantee's wires, cables, or other equipment. All such trimming shall be done at the Grantee's sole cost and expense. The Grantee shall be responsible for any collateral, real property damage caused by such trimming. All tree trimming and removal of trees shall be performed in conformance with applicable Township Ordinances.

3.2.6. Aerial and Underground Construction. At the time of Cable System construction, if all of the transmission and distribution facilities of all of the respective public or municipal utilities in any area of the Franchise Area are underground, the Grantee shall place its Cable System transmission and distribution facilities underground, provided that such underground locations are actually capable of accommodating the Grantee's cable and other equipment without technical degradation of the Cable System's signal quality. In any region(s) of the Franchise Area where the transmission or distribution facilities of the respective public or municipal utilities are both aerial and underground, the Grantee shall have the discretion to construct, operate, and maintain all of its transmission and distribution facilities, or any part thereof, aerially or underground. Nothing in this Agreement shall be construed to require the Grantee to construct, operate, or maintain underground any ground-mounted appurtenances such as customer taps, line extenders, system passive devices, amplifiers, power supplies, pedestals, or other related equipment.

3.2.7. Undergrounding and Beautification Projects. In the event all users of the Public Way relocate aerial facilities underground as part of an undergrounding or neighborhood beautification project, Grantee shall participate in the planning for relocation of its aerial facilities contemporaneously with other utilities. Grantee's relocation costs shall be included in any computation of necessary project funding by the municipality or private parties. Grantee shall be entitled to reimbursement of its relocation costs from public or private funds raised for the project and made available to other users of the Public Way. In the event that public and/or private funds are not available, Grantee serves the right to pass its costs through to its Subscribers in accordance with applicable law.

SECTION 4 - Service Obligations

4.1. General Service Obligation. The Grantee shall make Cable Service available to every residential dwelling unit within the Franchise Area where the minimum density is at least thirty (30) dwelling units per aerial mile or sixty (60) homes per underground mile and is within one (1) mile of the existing Cable System as measured in strand footage from the nearest active trunk or feeder line. Subject to the density requirement, Grantee shall offer Cable Service to all

new dwellings or previously unserved dwellings located within one hundred twenty-five (125) feet of the Grantee's nearest segment of Cable System from which a usable signal is technically available ("Standard Installation"). The Grantee may elect to provide Cable Service to areas not meeting the above density and distance standards. The Grantee may impose an additional charge in excess of its regular installation charge for any service installation requiring an underground installation, or a drop or line extension in excess of the above standards. Any such additional charge shall include a reasonable rate of return and shall be computed on a time plus materials basis to be calculated on that portion of the installation that exceeds the standards set forth above.

4.2. Programming. The Grantee shall offer to all Customers a diversity of Video Programming services in accordance with federal law.

4.3. No Unfair Discrimination. Neither the Grantee nor any of its employees, agents, representatives, contractors, subcontractors, or consultants, nor any other Person, shall discriminate or permit discrimination between or among any Persons in the availability of Cable Services provided in connection with the Cable System in the Franchise Area; provided, however, Grantee reserves the right to deny service for good cause, including but not limited to non-payment or theft of service, vandalism of equipment, or documented or founded harassment or abuse of Grantee's employees or agents. It shall be the right of all Persons to receive all available services provided on the Cable System so long as such Person's financial or other obligations to the Grantee are satisfied. Nothing contained herein shall prohibit the Grantee from offering bulk discounts, promotional discounts, package discounts, or other such pricing strategies as part of its business practice.

4.4. New Developments. Upon the receipt of a written request from the Grantee, the Franchising Authority will provide the Grantee (no more frequently the once per calendar quarter) with the status of developments within the Franchise Area which have resulted or may result in the issuance of building or development permits requiring the placement of cable facilities underground. To the extent possible, the Franchising Authority will also provide the Grantee with the name and address of such developers.

The Franchising Authority also agrees that a paragraph will be added to its form developer's agreement, requiring the developer to provide 10 days written notice to the Grantee of the availability of open trenches within or adjacent to the development where cable facilities could be deployed for the benefit of the development. Notwithstanding anything in this paragraph to the contrary, the Franchising Authority shall not be liable to the Grantee on any theory or legal basis whatsoever, for any costs or damages incurred by the Grantee as the result of inadvertent misinformation provided to the Grantee or as the result of any failure by a developer.

4.5. Prohibition Against Reselling Service. No Person shall resell, without the express prior written consent of the Grantee, any Cable Service, program or signal transmitted over the Cable System by the Grantee.

SECTION 5 - Fees and Charges to Customers

5.1. All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

SECTION 6 - Customer Service Standards; Customer Bills; and Privacy Protection

6.1. Customer Service Standards. The Franchising Authority hereby adopts the customer service standards set forth in Part 76, §76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

6.2. Customer Bills. Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 6.1, above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622 (c) of the Cable Act [47 U.S.C. §542 (c)].

6.3. Privacy Protection. The Grantee shall comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

SECTION 7 - Oversight and Regulation by Franchising Authority

7.1. Franchise Fees.

7.1.1. The Grantee shall pay to the Franchising Authority a franchise fee in an amount equal to five percent (5%) of annual Gross Revenues received from the operation of the Cable System to provide Cable Service in the Franchise Area; provided, however, that Grantee shall not be compelled to pay any higher percentage of franchise fees than any other cable operator providing service in the Franchise Area. The payment of franchise fees shall be made on a quarterly basis and shall be due forty-five (45) days after the close of each first, second and third calendar quarter (i.e., May 15, August 15, November 15) and

sixty (60) days after the close of the calendar year (last day of February). Each franchise fee payment shall be accompanied by a report prepared by a representative of the Grantee showing the basis for the computation of the Franchise Fees paid during that period.

7.1.2. The Franchising Authority may amend the franchise fee percentage upon ninety (90) days written notice to Grantee provided that the franchise fee shall not exceed five percent (5%), the maximum rate permitted by the Cable Act. In the event that federal law is modified to authorize a franchise fee rate higher than five percent (5%), the Franchising Authority may, at its discretion, direct in writing that Grantee pay the higher franchise fee. A copy of the Resolution or Ordinance authorizing the adjustment shall accompany such written notice. In the event that federal law is modified to authorize a maximum franchise fee rate lower than five percent (5%), the Grantee may, after notice to the Franchising Authority, pay the lower franchise fee.

7.2. Franchise Fees Subject to Audit.

7.2.1 Upon reasonable prior written notice, during Normal Business Hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

7.2.2. Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

7.2.3. Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount

and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

7.3. Oversight of Franchise. In accordance with applicable law, the Franchising Authority shall have the right to, at its sole cost and expense and upon reasonable prior written notice and in the presence of Grantee's employee, periodically inspect the construction and maintenance of the Cable System in the Franchise Area as necessary to monitor Grantee's compliance with the provisions of this Franchise Agreement.

7.4. Technical Standards. The Grantee shall comply with all applicable technical standards of the FCC as published in subpart K of 47 C.F.R. § 76.601 et seq. To the extent those standards are altered, modified, or amended during the term of this Franchise, the Grantee shall comply with such altered, modified or amended standards within a reasonable period after such standards become effective. The Franchising Authority shall have, upon written request, the right to obtain a copy of tests and records required to be performed pursuant to the FCC rules.

7.5. Maintenance of Books, Records, and Files.

7.5.1. Books and Records. Throughout the term of this Franchise Agreement, the Grantee agrees that the Franchising Authority may review the Grantee's books and records regarding customer service performance levels in the Franchise Area to monitor Grantee's compliance with the provisions of this Franchise Agreement, upon reasonable prior written notice to the Grantee, at the Grantee's business office, during Normal Business Hours, and without unreasonably interfering with Grantee's business operations. All such documents that may be the subject of an inspection by the Franchising Authority shall be retained by the Grantee for a minimum period of twenty-four (24) months.

7.5.2. File for Public Inspection. Throughout the term of this Franchise Agreement, the Grantee shall maintain at its business office, in a file available for public inspection during normal business hours, those documents required pursuant to the FCC's rules and regulations.

7.5.3. Proprietary Information. Notwithstanding anything to the contrary set forth in this Section, the Grantee shall not be required to disclose information reasonably deemed to be proprietary or confidential in nature. The Grantee shall not be required to provide Customer information in violation of Section 631 of the Cable Act or any other applicable federal or state privacy law. For purposes of this Section, the terms "proprietary or confidential" include, but are not limited to, information relating to the Cable System design, customer lists, marketing plans, financial information unrelated to the calculation of franchise

fees or rates pursuant to FCC rules, or other information that is reasonably determined by the Grantee to be competitively sensitive. Grantee may make proprietary or confidential information available for inspection, but not copying or removal of information by the Franchising Authority's representative. In the event that the Franchising Authority has in its possession and receives a request under a state "sunshine," public records, or similar law for the disclosure of information which is confidential, trade secret or proprietary, the Franchising Authority shall notify Grantee of such request and not oppose Grantee in defending such request at no cost to the Franchising Authority.

SECTION 8 – Transfer of Cable System or Franchise of Grantee

8.1. Neither the Grantee nor any other Person may transfer the Cable System or the Franchise without prior written notice to the Franchising Authority. No prior notice shall be required, however, for: (i.) a transfer in trust, by mortgage, hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or in the Cable System in order to secure indebtedness, (ii.) a transfer to an entity directly or indirectly owned or controlled by Comcast Corporation, or (iii) the sale, conveyance, transfer, exchange or release of fifty percent (50%) or less of its equitable ownership. Within thirty (30) days of receiving a notice of transfer, the Franchising Authority may, in accordance with FCC rules and regulations, notify the Grantee in writing of the additional information, if any, it requires regarding the legal, financial, and technical qualifications of the transferee or new controlling party.

SECTION 9 - Insurance and Indemnity

9.1. Insurance. Throughout the term of this Franchise Agreement, the Grantee shall, at its own cost and expense, maintain Comprehensive General Liability Insurance and provide the Franchising Authority certificates of insurance designating the Franchising Authority and its officers, boards, commissions, councils, elected officials, agents and employees as additional insureds and demonstrating that the Grantee has obtained the insurance required in this Section. Such policy or policies shall be in the minimum amount of Two Million Dollars (\$2,000,000) for bodily injury or death to any one person, and Two Million Dollars (\$2,000,000) for bodily injury or death of any two or more persons resulting from one occurrence, and One Million Dollars (\$1,000,000.00) for property damage resulting from any one accident. Such policy or policies shall be non-cancelable except upon thirty (30) days prior written notice to the Franchising Authority. The Grantee shall provide workers' compensation coverage in accordance with applicable law. The Grantee shall indemnify and hold harmless the Franchising Authority from any workers compensation claims to which the Grantee may become subject during the term of this Franchise Agreement.

9.2. Indemnification. The Grantee shall indemnify, defend and hold

harmless the Franchising Authority, its officers, boards, commissions, councils, elected officials, agents and employees, and agents acting in their official capacities from and against any liability or claims resulting from property damage or bodily injury (including accidental death) that arise out of the Grantee's construction, operation, maintenance, or removal of the Cable System, including, but not limited to, reasonable attorneys' fees and costs, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify and defend the Franchising Authority within thirty (30) days of receipt of a claim or action pursuant to this Section or within ten (10) days following service of legal process on the Franchising Authority or its designated agent of any action related to this Section. The Franchising Authority agrees that it will take all necessary action to avoid a default judgment and not prejudice the Grantee's ability to defend the claim or action. If the Franchising Authority determines that it is necessary for it to employ separate counsel, the costs for such separate counsel shall be the responsibility of the Franchising Authority.

SECTION 10 - System Description and Service

10.1. System Capacity. During the term of this Agreement, the Grantee's Cable System shall be capable of providing Video Programming to its customers in the Franchise Area in accordance with the Cable Act.

10.2. Cable Service to School Buildings. Upon request, the Grantee shall provide, at no cost to the Franchising Authority, Basic Cable Service and Standard Installation at one (1) outlet to each public and private grade school (K-12) building, not including "home schools," located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable. No charge shall be made for installation or service, except that Grantee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. For the purposes of this section, the term "school" means an educational institution that receives funding pursuant to Title I of the Elementary and Secondary Education Act of 1965, 20 U.S.C. § 6301 et seq., as amended, and does not include "home schools."

10.3. Cable Service to Governmental and Institutional Facilities. Upon request, the Grantee shall provide, at no cost to the Township, Basic Cable Service and Standard Installation at one outlet to each Public Building located in the Franchise Area within one hundred twenty-five (125) feet of the Grantee's distribution cable. No charge shall be made for installation or service, except that Grantee may charge for installation beyond one hundred twenty-five (125) feet aerial distance of the cable plant and service for more than one (1) drop in each building. Public Buildings are those buildings whether or not owned or leased by the Franchising Authority for municipal government administrative purposes including, but not limited to, fire companies, ambulance services, public libraries, and shall not include buildings owned by Franchising Authority but

leased to third parties or buildings such as storage facilities at which government employees are not regularly stationed.

SECTION 11 - Enforcement and Revocation Proceedings

11.1. Notice of Violation or Default and Opportunity to Cure. In the event the Franchising Authority believes that the Grantee has not complied with the material terms of the Franchise, it shall notify the Grantee in writing with specific details regarding the exact nature of the alleged non-compliance or default.

11.1.1. Grantee's Right to Cure or Respond. The Grantee shall have forty-five (45) days from the receipt of the Franchising Authority's written notice: (A.) to respond to the Franchising Authority, contesting the assertion of non-compliance or default; or (B.) to cure such default; or (C.) in the event that, by nature of the default, such default cannot be cured within the forty-five (45) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that the cure will be completed and complete such cure by such date unless otherwise agreed by the Franchising Authority in writing.

11.1.2. Public Hearings. In the event the Grantee fails to respond to the Franchising Authority's notice or in the event that the alleged default is not remedied within forty-five (45) days or the date projected by the Grantee, the Franchising Authority shall schedule a public hearing to investigate the default. Such public hearing shall be held at the next regularly scheduled meeting of the Franchising Authority that is scheduled at a time that is no less than ten (10) business days therefrom. The Franchising Authority shall notify the Grantee in writing of the time and place of such meeting and provide the Grantee with a reasonable opportunity to be heard.

11.1.3. Enforcement. Subject to applicable federal and state law, in the event the Franchising Authority, after such public hearing, determines that the Grantee is in default of any material provision of the Franchise, the Franchising Authority may:

(i). seek specific performance of any provision that reasonably lends itself to such remedy as an alternative to damages, or seek other equitable relief; or

(ii). in the case of a substantial default of a material provision of the Franchise, initiate revocation proceedings in accordance with the following:

(a) The Franchising Authority shall give written notice to the Grantee of its intent to revoke the Franchise on the basis of a pattern of non-compliance by the Grantee, including two or more instances of

substantial non-compliance with a material provision of the Franchise. The notice shall set forth with specificity the exact nature of the non-compliance. The Grantee shall have ninety (90) days from the receipt of such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a response from the Grantee or upon receipt of the response does not agree that the allegations of non-compliance have been or will be resolved, it may then seek revocation of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to request revocation of the Franchise.

(b) At the designated public hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, present evidence and question witnesses, in accordance with the standards of a fair hearing applicable to administrative hearings in the Commonwealth of Pennsylvania, after which it shall determine whether or not the Franchise shall be terminated. The public hearing shall be on the record and a written transcript shall be made available to the Grantee within ten (10) business days. The decision of the Franchising Authority shall be in writing and shall be delivered to the Grantee by certified mail. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority "de novo" and to modify or reverse such decision as justice may require.

11.2. Technical Violation. The Franchising Authority agrees that it is not its intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for so-called "technical" breach(es) or violation(s) of the Franchise, which shall include, but not be limited, to the following:

11.2.1. in instances or for matters where a violation or a breach of the Franchise by the Grantee was good faith error that resulted in no or minimal negative impact on the Customers within the Franchise Area; or

11.2.2. where there existed circumstances reasonably beyond the control of the Grantee and which precipitated a violation by the Grantee of the Franchise, or which were deemed to have prevented the Grantee from complying with a term or condition of the Franchise.

11.3 No Removal of System. Grantee shall not be required to remove its Cable System or to sell the Cable System, or any portion thereof as a result of revocation, denial of renewal, or any other lawful action to forbid or disallow Grantee from providing Cable Service, if the Cable System is actively being used to facilitate any other services not governed by the Cable Act, or any portion thereof [47 U.S.C. §541 (b)].

SECTION 12 – Competitive Equity

12.1. Purposes. The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to Franchising Authority residents; and changes in the scope and application of the traditional regulatory framework governing the provision of video services are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to Franchising Authority residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind.

12.2. New Video Service Provider.

12.2.1. Notwithstanding any other provision of this Agreement or any other provision of law, if any Video Service Provider (“VSP”) (i.) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii.) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if reasonably necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

12.2.2. If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSPs, taking into account the terms and conditions under which other VSPs are allowed to provide video services to subscribers in the Township.

12.3. Subsequent Change in Law. If there is a change in federal, state

or local law that provides for a new or alternative form of authorization for a VSP to provide video services to Subscribers in the Franchising Authority, or that otherwise changes the nature or extent of the obligations that the Franchising Authority may request from or impose on a VSP providing video services to subscribers in the Franchising Authority, the Franchising Authority agrees that, notwithstanding any other provision of law, upon Grantee's written request the Franchising Authority shall: (i) permit the Grantee to provide video services to subscribers in the Franchising Authority on the same terms and conditions as are applicable to a VSP under the changed law; (ii) modify this Agreement to comply with the changed law; or (iii) modify this Agreement to ensure competitive equity between the Grantee and other VSPs, taking into account the conditions under which other VSPs are permitted to provide video services to Subscribers in the Franchising Authority. The Franchising Authority and the Grantee shall implement the provisions of this Section within sixty (60) days after the Grantee submits a written request to the Franchising Authority. Notwithstanding any provision of law that imposes a time or other limitation on the Grantee's ability to take advantage of the changed law's provisions, the Grantee may exercise its rights under this Section at any time, but not sooner than thirty (30) days after the changed law goes into effect.

12.4. Effect on This Agreement. Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under Sections 12.2 or 12.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

12.5. Video Service Provider. The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple Video Programming services to subscribers, for purchase or at no cost, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multi-channel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet-Protocol based services.

SECTION 13 - Miscellaneous Provisions

13.1. Force Majeure. The Grantee shall not be held in default under, or in non-compliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default (including termination, cancellation or revocation of the Franchise), where such non-compliance or alleged defaults occurred or were caused by lightning strike, earthquake, flood, tidal wave, unusually severe rain, ice or snow storm, hurricane, tornado, or other catastrophic act of nature; riot, war, labor disputes, environmental restrictions, failure of utility service necessary to operate the Cable System, governmental, administrative or judicial order or regulation or other event that is reasonably beyond the Grantee's ability to anticipate or control.

This provision also covers work delays caused by waiting for utility providers to service or monitor their own utility poles on which the Grantee's cable or equipment is attached, as well as unavailability of materials or qualified labor to perform the work necessary.

13.2. Notice. All notices shall be in writing and shall be sufficiently given and served upon the other party by hand delivery, first class mail, registered or certified, return receipt requested, postage prepaid, or by reputable overnight courier service and addressed as follows:

To the Franchising Authority:

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

To the Grantee:

Comcast Cable Communications Management, LLC.
55 Industrial Drive
Ivyland, PA 18974
Attention: Government Affairs Department

with a copy to:

Comcast Cable Northeast Division
676 Island Pond Rd.
Manchester, NH 03109
Attention: Government Affairs Department

Comcast Cable
One Comcast Center
1701 John F. Kennedy Boulevard
Philadelphia, PA 19103-2838
Attention: Government Affairs Department

13.3. Entire Agreement. This Franchise Agreement and any exhibits or addendums hereto constitute the entire agreement between the Franchising Authority and the Grantee and supersedes all prior or contemporaneous agreements, ordinances, representations, or understandings -- whether written or oral -- of the parties regarding the subject matter hereof. Any agreements, ordinances, representations, or understandings or parts of such measures that are in conflict with or otherwise impose obligations different from the provisions of

this Franchise Agreement are superseded by this Franchise Agreement.

13.4. Severability. If any section, subsection, sentence, clause, phrase, or other portion of this Franchise Agreement is, for any reason, declared invalid, in whole or in part, by any court, agency, commission, legislative body, or other authority of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent portion. Such declaration shall not affect the validity of the remaining portions hereof, which other portions shall continue in full force and effect.

13.5. Governing Law. This Franchise Agreement shall be deemed to be executed in the Commonwealth of Pennsylvania, and shall be governed in all respects, including validity, interpretation and effect, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, as applicable to contracts entered into and performed entirely within the State.

13.6. Modification. No provision of this Franchise Agreement shall be amended or otherwise modified, in whole or in part, except by an instrument, in writing, duly executed by the Franchising Authority and the Grantee, which amendment shall be authorized on behalf of the Franchising Authority through the adoption of an appropriate resolution or order by the Franchising Authority, as required by applicable law.

13.7. No Third-Party Beneficiaries. Nothing in this Franchise Agreement is or was intended to confer third-party beneficiary status on any member of the public to enforce the terms of this Franchise Agreement.

13.8 Captions. Captions to sections throughout this Franchise Agreement are solely to facilitate the reading and reference to the sections and provisions of this Franchise Agreement. Such captions shall not affect the meaning or interpretation of this Franchise Agreement.

13.9. No Waiver of Rights. Nothing in this Franchise Agreement shall be construed as a waiver of any rights, substantive or procedural, which Grantee may have under federal or state law unless such waiver is expressly stated herein.

13.10 Incorporation by Reference

(a) All presently and hereafter applicable conditions and requirements of federal, State and local laws, including but not limited to the rules and regulations of the FCC and the Commonwealth of Pennsylvania, as they may be amended from time to time, are incorporated herein by reference to the extent not enumerated herein. All such general laws, rules and regulations, as amended, shall control the interpretation and performance of this Franchise Agreement to the extent that any provision of this Renewal Franchise conflicts

with or is inconsistent with such laws, rules or regulations.

(b) Should the Commonwealth of Pennsylvania, the federal government or the FCC require Franchisee to perform or refrain from performing any act the performance or non-performance of which is inconsistent with any provisions herein, the Franchising Authority and Franchisee will thereupon, if they determine that a material provision herein is affected, modify any of the provisions herein to reflect such government action.

13.11. Calculation of Time. Where the performance or doing of any act, duty, matter, payment, or operation is required hereunder and the period of time or duration for the performance or during thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first day and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday, or a legal holiday, that day shall be omitted from the computation.

SECTION 14 - Educational and Government Access Channel (EG)

14.1 Comcast shall continue to maintain one (1) Educational ("E") channel and one (1) Governmental ("G") channel in accordance with Section 611 of the Cable Act for exclusive use by the Township and/or its designee. The EG channels shall be used for non-commercial community programming related to governmental and/or educational activities. Their purpose is to contribute to an informed citizenry by, among other things, showing local government at work, responding to local needs, and bringing education into the home. The Township shall have complete control over the content, scheduling, administration and all other programming aspects of the EG channels and may delegate such functions to an appropriate designee. Comcast shall not exercise any editorial control over EG channel programming. Upon the conversion of cable signals from an analog format, as a result affecting EG channel transmission, Comcast shall offer EG channels to Subscribers on the lowest level of Digital Cable Service available during the term of the Agreement.

14.2 Comcast shall continue to maintain no more than two (2) remote origination points. Comcast shall provide the Township and/or its designee, cable, wire, lines and/or other necessary signal distribution equipment such that live or tape playback of cablecasts or other programming can be received from the selected locations and be distributed via the Cable System to Subscribers in the Township. These cables, wires, lines and other signal distribution equipment shall be collectively known as the "Return Line". Comcast shall distribute the video signals for the EG channels in high quality resolution.

14.3 The Township and Comcast agree that any and all costs incurred by Comcast for providing the EG channels and supporting such channels, including any and all equipment, capital grants and maintenance and repair, may

be designated as “costs of franchise requirements” or “external costs” as defined by the FCC.

14.4 Other than the access support specifically agreed to in this Agreement, Comcast shall not be required to provide technical or production staff, additional funding, or obtain equipment or studio facilities for EG access channel programming.

14.5 Grantee shall provide a monetary grant to the Franchising Authority to be used in support of the production of local EG programming or for any other public purpose, The EG grant provided by Grantee shall be in the amount of One Hundred and Twenty Five (\$125,000) Dollars. Such grant is to be paid within ninety (90) days of the Effective Date, and shall not be offset against franchise fee payments paid to the Franchising Authority.

14.6 In the event Comcast deems a change in a EG Channel number assignment to be necessary, Comcast shall reimburse the Township with up to Three Thousand Dollars (\$3,000) of reasonable and documented out-of-pocket costs to help rebrand the channel.

REMAINDER INTENTIONALLY LEFT BLANK TO THE SIGNATURE PAGE

IN WITNESS WHEREOF, this Franchise Agreement has been executed by the duly authorized representatives of the parties as set forth below, as of the last date set forth below:

Attest: Township of Cheltenham PA:

_____ By: _____
Print Name: _____
Title: _____
Date: _____

Attest: Comcast Cable Communications Management, LLC

_____ By: _____
Print Name: _____
Title: Senior Vice President -- Freedom Region
Date: _____



PUBLIC ATTENDANCE LIST



Board of Commissioners Meeting

Wednesday, June 17, 2015 @ 7:30 P.M.

Curtis Hall

1250 W. Church Road, Wyncote, PA 19095

(Please Print Clearly)

Print Name	Mailing Address	Telephone Number	E-mail Address
Earl Stamm	209 Gribble Rd Wyncote PA 19095	215-887-2612	estamm@verizon.net
Donna Powell	1900 R	267 971-5214	
ELDR CHRISTOPHER			
IRV BROCKINGTON			
Jack Washington			
Mary Washington			
Dario L. Green	321 GEORGE AVE E.P.		
Nikki Lee	230 Church	215 635 6477	nleequit@ad.com
Donna Frisky	204 Kent Road Wyncote	215.481.9252	dafri22@aol.com
E. Cerebi	300 Maple Ave		
Jessie Bruner	116 Elm Ave	215-379-8624	
Vac Rosowicz	112 Elm Ave		

