

The regular meeting of the **BOARD OF COMMISSIONERS** for August 2022 was held this evening via web-conference, Commissioner Daniel B. Norris presiding. Members present were Commissioners Holland, Areman, Rappoport, Pransky, Zygmund-Felt, and Brockington.

Staff present were Robert Zienkowski, Township Manager; Alyson Elliott, Assistant Township Manager; Danielle Pearson, Director of Fiscal Affairs; Scott Lynch, Fire Marshal; Robert Coyle, Interim Director of Public Works; John Slavin, Chief of Police; Henry Sekawungu, Director of Planning and Zoning; Allen Brown, Maintenance Supervisor; Kelly Rebitz, Interim Director of Parks and Recreation; Jim Slade, Fleet Superintendent; and Joseph Stuckert, Traffic and Street Light Superintendent. Also present was Edward Diasio, Esq., Township Solicitor; and Joseph Rudolf, Township Labor Attorney.

1. The meeting was commenced by Mr. Norris at 7:35 p.m.
2. Mr. Areman led the Pledge of Allegiance.
3. Sunshine Act Announcement – Mr. Diasio announced that the Board of Commissioners met in Executive Session on Tuesday, August 16 to discuss matters of personnel and litigation.
4. Public Comment on Agenda Items – None.
5. Each member having received a copy of the Commissioners’ Regular Meeting Minutes dated July 20, 2022, upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the minutes were unanimously approved by the Board of Commissioners.
6. Each member having received a copy of the Executive Summary Financial Report of the Manager/Secretary for the month of July 2022, upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the report was unanimously approved by the Board of Commissioners.
7. Each member having received a copy of the Accounts Paid Report for the month of July 2022, upon motion of Mr. Norris, seconded by Mr. Areman, the report was unanimously approved by the Board of Commissioners.
8. In accordance with the Home Rule Charter, Article VII, Section 702.A.(2), the Township Manager requests the advice and consent of the Board of Commissioners for appointment of Robert Coyle to the position of Interim Director of Public Works.

Mr. Norris thanked Mr. Coyle for all of his hard work.

Upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the Board of Commissioners unanimously approved the appointment of Robert Coyle to the position of Interim Director of Public Works.
9. In accordance with the Home Rule Charter, Article VII, Section 702.A.(2), the Township Manager requests the advice and consent of the Board of Commissioners for appointment of Kelly Rebitz to the position of Interim Director of Parks and Recreation.

Mr. Norris thanked Ms. Rebitz for all of her hard work.

Upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the Board of Commissioners unanimously approved the appointment of Kelly Rebitz to the position of Interim Director of Parks and Recreation.
10. Approval of Expenditures over \$2,500
 - a. Upon motion of Mr. Norris, seconded by Mr. Areman, the Board of Commissioners unanimously approved all expenditures recommended for approval at the August Public Works, Public Safety, and Public Affairs Committee meetings.
 - b. Upon motion of Mr. Norris, seconded by Mr. Areman, the Board of Commissioners unanimously approved two Purchase Orders for GranTurk Equipment Company:

- in the amount of \$3,585.21 for a Power Takeoff Unit for the Street Sweeper
- in the amount of \$2,777.14 for refuse can tipper parts for Recycling Truck #608

Public Comment

Howard Schatz, asked if this was an addition or a replacement. Mr. Slade clarified that this is a replacement.

11. Consider approval of the recommendations of the Public Works Committee and acceptance of its Regular Meeting Minutes dated August 3, 2022:

- a. Upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the Board of Commissioners unanimously approved to table the discussion on the adoption of approving the Sewage Facilities Planning Module for Yeshiva Gedolah of Elkins Park, located at 8201 High School Road, Elkins Park, to permit the construction of a 2nd floor addition over the middle portion of the existing building in order to house 108 students and 12 staff members, for a total of 120 residents until the September 7, 2022 Public Works Committee Meeting. Mr. Zygmund-Felt asked a number of questions to establish whether the Township had maintained control over the Sewage Connection Management Plan (CMP) and individual submissions of Sewage Facilities Planning Modules (SFPM) by applicants or their representatives. With the responsibility to sign off on the CMP and/or SFPM for the Yeshiva Gedolah, Mr. Zygmund-Felt wanted to determine what would be the equitable and legal resolution to the issues which were posed to an AQUA representative to Cheltenham in a July Public Meeting of the Economic Development Task Force (EDTF), regarding potential Inflow & Infiltration (I&I) and hydraulic overload where the laterals would be connected into the main. Mr. Zygmund-Felt noted that these questions had yet to be answered.

Discussion ensued among the Board members, which included the Township's obligations on this or other SFPM submissions that had been reviewed and approved by the Pennsylvania Department of Environmental Protection (PADEP); who, AQUA or the Township, has responsibility for expanded system TVing and remediation for overload or I&I; and, if this issue should be handled as a separate matter in the September PW agenda. The ensuing vote tabled this matter.

- b. Upon motion of Mr. Norris, seconded by Mr. Areman, the Board of Commissioners unanimously approved to waive the Zoning Hearing fee for Cheltenham Sports to start the process for additional signage on the club house at Veterans Field.

Upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the Board of Commissioners unanimously accepted the Public Works Committee Regular Meeting Minutes of August 3, 2022.

12. Consider approval of the recommendations of the Building and Zoning Committee and acceptance of its Regular Meeting Minutes dated August 3, 2022.

Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously accepted the Building and Zoning Committee Regular Meeting Minutes of August 3, 2022.

13. Consider approval of the recommendations of the Public Safety Committee and acceptance of its Regular Meeting Minutes dated August 10, 2022:

- a. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners with a 7-0 vote approved the adoption of **Ordinance No. 2443-22** amending the Township Code to add a new Chapter 227 Entitled "Rental Licensing and Inspection" to require the annual licensing and periodic inspection of residential rental property, establishing the duty of affected owners to apply for rental licenses annually, establishing the imposition of licensing and inspection fees, to require access for inspections, providing penalties for the failure to comply with same, repealing prior inconsistent ordinances, providing for savings

clause, and setting an effective date (Ayes: Norris, Brockington, Holland, Rappoport, Zygmund-Felt, Areman, Pransky) (see attached).

Mr. Lynch provided the background on this Ordinance. The Township has over 5,000 rental units and this Ordinance helps protect not only the Township, but the property owners. Mr. Lynch has come across quite a few properties that are not registered and this will help the Township keep track of all the rental properties. This Ordinance gives the Township permission to enter a property for inspections and the ability to hold the rental companies/landlords accountable for all property maintenance.

- b. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously approved a purchase order for Geissele Automatics in the amount of \$26,691.85 to purchase 18 upper receivers for the Department's patrol rifles.
- c. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously approved the adoption of **Resolution No. 17-22** amending the Cheltenham Township Schedule of Fees to increase the EMS Subscriber Rates for 2023, conditioned upon amending the language to add the whereas clause per Ms. Rappoport (see attached).
Ms. Rappoport said she supports increasing the subscriber rates, but noted the Resolution did not outline the reason the Township is increasing the fees, which is to help reduce economic losses and taxpayer subsidies for the provision of Emergency Medical Services. She asked that an additional 'whereas' clause be added to the Resolution.
- d. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously approved the authorization to advertise the Board of Commissioners' intent to consider the adoption of an Ordinance amending the Township Code, Chapter 205: Peace and Good Order, Article III: Noise and Disorderly Conduct, Section 205-16: Violations and Penalties, to increase the fine for a violation of Article III.
Mr. Diasio explained the background of this Ordinance and that it is step number one in a series of steps that the Township will take to address the pop-up parties that have been taking place throughout the Township. The fine for violation with respect to noise is increasing to \$1,000, which is the maximum amount per the First Class Township Code.

Public Comment

Howard Schatz, asked about the decibel level and if it will be evenly applied. Mr. Zienkowski explained that there are going to be a series of amendments to this Ordinance and the next one will involve decibel levels.

- e. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously approved a request from Cheltenham Fire Company for funding in the amount of \$15,000 to cover the cost of a stipend to guarantee a driver during the weekday daytime hours.
Mr. Lynch explained that by approving this request, it will guarantee that a driver is in the building during the daytime hours.

Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously accepted the Public Safety Regular Meeting Minutes dated August 10, 2022.

14. Consider approval of the recommendations of the Public Affairs Committee and acceptance of its Regular Meeting Minutes dated August 10, 2022.

Upon motion of Mr. Norris, seconded by Ms. Rappoport, the Board of Commissioners unanimously accepted the Public Affairs Committee Regular Meeting Minutes dated August 10, 2022.

15. Consider approval of the recommendations of the Pension Board and acceptance of its Regular Meeting Minutes dated August 5, 2022.

Upon motion of Mr. Norris, seconded by Ms. Rappoport, the Board of Commissioners unanimously accepted the Pension Board Regular Meeting Minutes dated August 5, 2022.

16. Old Business:

- a. Upon motion of Mr. Norris, second by Mr. Zygmund-Felt, the Board of Commissioners with a 7-0 vote approved the adoption of **Ordinance No. 2444-22** amending the Code of Ordinances of the Township of Cheltenham, Chapter 40: Pensions, Article IV: Board of Commissioners, Section 40-45: Right of Employer to Discontinue or Amend Plan, to discontinue the plan and all future contributions to the plan funding for former, current, and future Township Commissioners, and all post-retirement healthcare and pension benefits (Ayes: Norris, Brockington, Holland, Rappoport, Zygmund-Felt, Areman, Pransky) (see attached).

Mr. Zygmund-Felt stated that this Ordinance is necessary for the Township to continue along the lines of being responsible for the residents and taxpayers. This Ordinance is to help the Township maintain its fiscal responsibilities, as the Township has numerous facilities' needs somewhere in the amount of \$80,000,000, as well as \$40,000,000 of flood control and stormwater management issues.

Mr. Norris said this action is in no way to diminish the roles or contributions from the former or current Commissioners and appreciates everything that they have done for the Township. Mr. Norris said that this is a prudent expenditure reduction to help benefit the Township fiscally.

Public Comment

Jeffrey Muldawer, Former Commissioner, spoke on behalf of the former Commissioners and asked for clarification on section 40-45 of the Township Code. Mr. Rudolf said this section of the code needs to be read in accordance with section 40-46, which states how the plan can be defunded.

- b. Upon motion of Mr. Norris, second by Mr. Zygmund-Felt, the Board of Commissioners with a 6-1 vote approved the repairs of the Cheltenham Hills Drive sinkhole by Seravalli Contractors in the amount of \$2,026,058.00 (Ayes: Norris, Brockington, Holland, Zygmund-Felt, Areman, Pransky; Nays: Rappoport)

Mr. Pransky mentioned that this repair is much needed and he is going to reach back out to the State and County regarding possible funding.

Ms. Rappoport mentioned the body of water under the sinkhole is part of the problem and is creating a bridge, rather than continuing to repair the infrastructure. This also represents an area where private energy companies benefit from our investments and they need to be a part of the financial solution. Ms. Rappoport said she would vote nay on this because the energy companies are part of the issue.

Mr. Zygmund-Felt spoke about the continued risk of the sinkhole, noting that the Board does not have a choice of waiting any longer. Any inclement weather will exacerbate and potentially create a more catastrophic situation. The Township's reality is that it can no longer wait to move forward with these repairs. Mr. Zygmund-Felt also stated that there are extensive efforts to federal state and county potential funding resources and hopes that the Township will receive some funding to help offset some of the expenses from the sinkhole repairs.

Mr. Norris clarified that there has been months of discussion on these repairs.

Public Comment

Jeff Chirico, asked for clarification on the project, what will be done and how will they ensure that the surrounding residents will be safe and that this will not happen again. Mr.

Phillips said the first part of the project will be shoring, which will solidify the walls of the hole and they will excavate the wall, as the wall of the culvert has been compromised and has cracked and offset, and there is a drain pipe that is crushed. They will rebuild the culvert wall from the outside and inside, replace the drainage pipe, and refill the hole with structural fill. Mr. Phillips said that no repair work is 100% guaranteed, but he feels very confident that this work will be solid. Vince Campellone, Seravalli, Inc. provided some insight into the work the company will be performing on this sinkhole and that the work could take up to four months to complete. Mr. Campellone also emphasized that the size of this repair is big and there is a lot of work involved with fixing the sinkhole.

Theresa Camerota asked if there have been any soil samples taken. Mr. Phillips said in this case, no environmental impact statement is required. Ms. Camerota expressed concern about the type of fill that the Township has used in the past to fix road issues. Mr. Phillips noted that when the sinkhole gets fixed, it will get filled with PennDOT-approved aggregate and soils to solidify it.

- c. Chief Slavin provided an update on the Enbridge/Texas Eastern pipeline project on Church Road, saying they have broken ground on the project after a slight delay. Mr. Areman noted that by the next Public Works meeting, they should have a better update on the project and timeline. Mr. Areman asked Chief Slavin to clarify the agreement with Texas Eastern/Enbridge to cover the costs of our off-duty Police Officers. Chief Slavin confirmed that they are covering the costs per the agreement in place. Mr. Zygmund-Felt asked if there have been any issues with the detour. Chief Slavin said they have not had any issues.

17. New Business:

- a. Upon motion of Mr. Norris, seconded by Mr. Zygmund-Felt, the Board of Commissioners unanimously approved **Resolution No. 18-22** authorizing the Township Manager to execute a Settlement Agreement with PennDOT in order for the Township to receive payment in the amount of \$88,584.00 for the 2021-2022 Winter Services Season (see attached).

Mr. Coyle explained that this is part of an approved contract by which the Township services PennDOT roads throughout the winter.

- b. Upon motion of Mr. Norris, seconded by Mr. Pransky, the Board of Commissioners unanimously approved the concurrence of the 2022-2023 Montgomery County Consortium Vehicle Fuel Contract awarded by the Upper Merion Township Board of Supervisors on June 9, 2022 to Petroleum Traders Corporation for the period of September 1, 2022 to August 31, 2023.

Mr. Zienkowski provided background on this contract. Mr. Zygmund-Felt asked if there is a dollar amount or anticipated commitment on the Township's end. Mr. Zienkowski said staff will provide the Board with actual expenses at the next Public Works meeting.

Ms. Rappoport noted that the Consortium needs to be thinking about long-term sustainability, energy conservation and other alternative ways to do the job with less fuel oil. Mr. Norris commented that the Township itself could also think about alternative ways to use less fuel.

Public Comment

Kathy Bowers mentioned one way to save gas is to push back leaf collection, as her street does not lose leaves until later in the season.

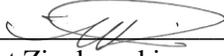
- c. Chief Slavin announced that they started advertising for their entry level police officer exams, which will take place on Saturday, October 1, 2022 at Cheltenham High School.
- d. Chief Slavin announced that the next Cone with a Cop event is tomorrow evening from 5:00 p.m. to 7:00 p.m. at Elkins Park Fire Company.

18. Citizens Forum:

Tom Mullian, concurred with Ms. Rappoport's sentiments about receiving funding from energy companies to repair the sinkhole. Mr. Mullian also spoke about Enbridge and their various grants, as well as some other companies, including Walmart. Discussion ensued on ways that the Township could apply for some of these grants, including tasking our Citizen's Committees to help.

Gerry Brown, announced that La Mott Community Day is next Saturday from 2:00 p.m. to 5:00 p.m. at the La Mott Community Center.

19. There being no further business, Mr. Norris, seconded by Mr. Zygmund-Felt, motioned to adjourn the meeting at 9:42 p.m.



Robert Zienkowski
Township Manager

per Ashley Lupinio



**CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2443-22

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AMENDING THE TOWNSHIP CODE TO ADD A NEW CHAPTER 227 ENTITLED “RENTAL LICENSING AND INSPECTION” TO REQUIRE THE ANNUAL LICENSING AND PERIODIC INSPECTION OF RESIDENTIAL RENTAL PROPERTY, ESTABLISHING THE DUTY OF AFFECTED OWNERS TO APPLY FOR RENTAL LICENSES ANNUALLY, ESTABLISHING THE IMPOSITION OF LICENSING AND INSPECTION FEES, TO REQUIRE ACCESS FOR INSPECTIONS, PROVIDING PENALTIES FOR THE FAILURE TO COMPLY WITH SAME, REPEALING PRIOR INCONSISTENT ORDINANCES, PROVIDING FOR A SAVINGS CLAUSE AND SETTING AN EFFECTIVE DATE.

WHEREAS, the Township of Cheltenham is a duly incorporated Township of the First Class;
and

WHEREAS, Section 1502.18 of the First Class Township Code authorizes the Township to classify buildings and housing or parts of buildings and housing according to the use to be made of them;
and

WHEREAS, Section 1502.19 of the First Class Township Code authorizes the Township to enact and enforce suitable ordinances to regulate the occupation, use and inspection of all buildings and housing or parts of buildings and housing constructed, erected, altered, designed or used, in whole or in part, for human habitation or occupancy; and

WHEREAS, the First Class Township Code authorizes the Township to make and adopt any and all ordinances as may be deemed expedient and necessary for the proper management, care and control of the Township and its finances, and the maintenance of peace, good government and welfare of the Township; and

WHEREAS, the Board of Commissioners of Cheltenham Township deems it desirable and prudent to require the inspection of residential rental property as a building and housing regulation pursuant to Section 1502.8 of the First Class Township Code and for the further purposes of public safety, fire protection, sanitation, property maintenance, cleanliness and general welfare.

NOW, THEREFORE, the Board of Commissioners of the Township of Cheltenham hereby ordains and enacts as follows:

SECTION I.

The Cheltenham Township Code is hereby amended and a new Chapter 227 of the Township Code entitled “Rental Licensing and Inspection” is hereby established as follows:

§227-1. Definitions.

1. **AGENT** — A person who has charge, care or control of any building or dwelling unit as property owner, agent of the property owner, or executor, executrix, administrator, trustee or guardian of the estate of the property owner. Any such person representing the property owner shall be bound to comply with the provisions of this Chapter to the same extent as if that person were the property owner.
2. **BUILDING** — Any structure occupied or intended for supporting or sheltering any occupancy. For application of this Chapter, each portion of a building, which is completely separated from other portions by firewalls complying with the Cheltenham Township Building Code or completely detached from any other building shall be considered as a separate building.
3. **CODE ADMINISTRATION DEPARTMENT** — The Code Administration Department of the Township of Cheltenham charged with the enforcement of the Code of the Township of Cheltenham.
4. **CODE** — Any code or ordinance adopted, enacted and/or in effect in the Township of Cheltenham concerning fitness for habitation or the construction, maintenance, operation, occupancy, use or appearance of any buildings, structures, and/or portions of lots of ground or structures regulated by this Chapter.
5. **CODE ADMINISTRATOR** — The Director of Code Enforcement of Cheltenham Township, or their designee, charged with the administration and enforcement of this Chapter.
6. **COMMON AREA** — Space which is not a part of an individual dwelling unit but which is shared with other occupants of a building or rental property
7. **DWELLING UNIT** – An individual unit providing living facilities for one or more persons, with or without permanent provisions for eating, cooking and/or sanitation.
8. **PROPERTY OWNER** — Any person, agent, operator, firm or corporation having a legal or equitable interest in the property; or recorded in the official records of the Commonwealth of Pennsylvania, County of Montgomery or Cheltenham Township as holding title to the property. For purposes of this Chapter, the term “property owner” shall also be interpreted to include agents of such property owner, as defined above.
9. **RENTAL AGREEMENT** — An agreement or arrangement between the property owner or agent thereof and tenant embodying the terms and conditions relating to the use and occupancy of a rental property for residential purposes.
10. **RENTAL LICENSE** or **LICENSE** — A document issued by the Code Administration Department to the property owner or agent thereof of a rental property or rental unit pursuant to this Chapter and required for the lawful rental and occupancy of the same.

11. **RENTAL PROPERTY** — A building, dwelling unit, or portion thereof that is occupied or used pursuant to a rental agreement for residential purposes, including any common area(s).
12. **TENANT** — Any entity or individual who is a party to a rental agreement.
13. **TOWNSHIP** — The Township of Cheltenham of Montgomery County, Pennsylvania.
14. **WILLFUL** — For the purposes of this Chapter, "willful" shall mean failure to comply with a requirement of this Chapter within ten (10) days after written notification/warning from the Code Administration Department informing the property owner of their obligation to comply with such requirement.
15. Any term utilized in this Chapter that is not defined herein shall be as set forth in the International Property Maintenance Code, the Cheltenham Township Zoning Ordinance, and/or the Cheltenham Township Subdivision and Land Development Ordinance, the definitions and word usage of which are incorporated herein by reference as though set forth at length herein.

§227-2. Establishment of Rental Licensing.

Each property owner of rental property within the boundaries of the Township of Cheltenham shall make annual application to the Code Administration Department of the Township for a license and re-apply for such license on an annual basis. Application forms shall be available at the Code Administration Department. No property owner shall enter into a rental agreement unless and until the Township Code Administration Department has granted and issued a rental license to such property owner for the applicable rental property.

Applications for rental licenses shall be submitted to the Code Administration Department no less than thirty (30) days prior to expiration of the current license or occupancy of a building or dwelling unit as rental property. License fees shall be due at the time of submission of the application. The application fee shall be established, and may be adjusted from time to time, as set forth in Chapter A300 of the Township Code or by separate resolution of the Board of Commissioners. The license shall be valid and operative until December 31 of the year for which it is issued but may be revoked by the Code Administrator in the event it is determined that any term or provision of this Chapter has been violated. Fees shall not be charged for rental property located on the grounds of any educational, religious or charitable institution, as defined by Act 55 of 1997 of the Commonwealth of Pennsylvania (10 P.S. Section 371, *et. seq.*)

All rental agreements shall be in writing. A copy of the rental agreement shall be provided to the Township when requested by the Code Administrator. Except as otherwise expressly provided by this Chapter, no rental agreement may provide that the property owner or tenant agrees to waive or forgo rights or remedies under this Chapter.

§227-3. Penalties for Noncompliance.

Whenever the Code Administrator determines that there is or has been a violation of any provision of this Chapter, or of any rules or regulations adopted pursuant thereto, they shall give written notice to the property owner of such violation. Said notice shall include the following:

- a statement of the violation and the action or actions necessary for compliance;
- a reasonable period of time, as determined by the Code Administrator or their agent, but not less than ten (10) days, for the correction of the violation(s), unless in the opinion of the Code Administrator an emergency condition exists as a result of the violation(s) constituting an immediate threat to the health, safety or welfare of any individual or individuals.

§227-4. Transfer of Property.

Within thirty (30) days of the transfer of the ownership of rental property, the property owner shall give written notice, including the name and address of the transferee, to the Code Administrator. The transferee shall, within this thirty (30) day period, make application for transfer of the license for the rental property on forms available at the Code Administration Department and shall pay the required fee for such transfer. Failure to make application and pay the required fee within the specified time limit shall result in automatic forfeiture of the license. Relicensing of any rental property for which a prior license has been forfeited shall require application and payment for a new license. No application for transfer of a license shall be issued unless the Code Administrator determines that the rental property is in compliance with the requirements of all applicable rules, codes, statutes and ordinances. The fee for license transfer shall be set from time to time as set forth in Chapter A300 of the Township Code or by separate resolution of the Board of Commissioners.

§227-5. License Suspension and Revocation.

Any rental license may be revoked or suspended at any time by the Code Administrator during the life of said license for the following reasons: (1) false or misleading information given or provided in connection with the license application, renewal application or license transfer application; (2) Failure to pay any fee, unless current on a payment plan or agreement approved by the Code Administrator for any outstanding balances or fees; (3) Failure to correct violations in the time period prescribed; or (4) Violations committed, permitted, or not corrected by the property owner of any rules, codes, statutes or ordinances relating to the license and rental property.

A suspended license may be reinstated only after the Code Administrator determines that the circumstances leading to the suspension have been remedied, penalties paid, and a reinstatement fee, if set by the Board of Commissioners, has been paid.

§227-6. Maintenance of Records.

A record of licenses issued pursuant to this Chapter shall be retained by the Township for four (4) years after expiration of such license, and shall be made available to the public as allowed or required by applicable laws, rules, codes, statutes or ordinances.

§227-7. Inspection Frequency and Standards.

All rental property shall be inspected, as contemplated in this Chapter, at least once every three (3) years, unless otherwise provided for herein. Rental property shall meet the inspection standards set forth in the adopted building code, property maintenance code, and fire code, which are incorporated herein by reference as though set forth at length herein, in order to obtain and/or maintain a license pursuant to this Chapter.

For rental properties containing one hundred (100) or more dwelling units, provided that the property owner complies with all of the requirements listed below in Section 227-11, the Code Administration Department shall only require the inspection of one third (1/3) of the total dwelling units each year so that said dwelling units are inspected once every three (3) years. Each dwelling unit must be inspected at least once every three (3) years. Common areas of rental properties shall be subject to annual inspection.

For rental properties containing more than one thousand (1,000) dwelling units, the Township is authorized to enter into agreements with such property owners that permit the self-inspection of such rental properties, as required by this Chapter, upon terms and conditions satisfactory to the Code Administration Department. A self-inspection fee shall apply. Such fee may be established and adjusted

from time to time per an individual agreement between the Township and the property owner, or as set forth in Chapter A300 of the Township Code or by separate resolution of the Board of Commissioners.

§227-8. Property Owner Required to Request Inspection.

It is the responsibility of the property owner to contact the Code Administration Department and schedule all inspections required pursuant to this Chapter. Nothing in this provision shall preclude the Code Administration Department from scheduling inspections that are not initiated by a property owner. The Code Administration Department will provide property owners with at least seven (7) days' notice prior to an inspection pursuant to this Chapter.

§227-9. Inspection Access and Fee.

Property owners shall permit the Code Administrator or designee to inspect all rental property subject to this Chapter in order to determine compliance with the provisions of this Chapter, and shall fully cooperate with such inspections. Property owners shall make reasonable efforts to notify tenants of planned inspections of their rental units to the extent required by law. The applicable inspection fee shall be established, and may be adjusted from time to time, as set forth in Chapter A300 of the Township Code or by separate resolution of the Board of Commissioners. If a property owner, tenant, or any other person fails or refuses to permit access and entry to the rental property for an inspection, the Code Administrator or designee may seek an order to inspect and/or a search warrant from a court of competent jurisdiction.

Property owners shall cooperate in the execution of all search warrants and court orders, including providing access and entry to rental property.

§227-10. Areas of Inspection.

Areas subject to inspection include all portions of the rental property, including, but not limited to, exterior areas, interior areas, common areas, and individual dwelling units. All such areas must be made available to the Code Administrator or designee at the time of inspection, upon request.

§227-11. Additional Requirements for Rental Properties with One Hundred or More Dwelling Units.

Rental properties consisting of one hundred (100) or more dwelling units shall comply with the following:

- The rental property shall have a properly staffed on-site property management office capable of handling complaints and other housing issues in a timely and efficient manner.
- The rental property shall have either (1) an on-site facility maintenance department with personnel who are authorized to perform electrical, mechanical, plumbing and structural repairs; or (2) an off-site facility maintenance department, available on a twenty-four (24)-hour, seven (7) days per week basis, with the ability to be on-site to respond to urgent facilities issues as outlined herein. If the rental property has an off-site maintenance department, the property owner shall provide to the Code Administrator the name, address and telephone number for such department, and such off-site maintenance department shall be available to respond within (4) four hours of any emergency requiring repair.
- The on-site facility maintenance department shall have access to basic supplies or other resources to resolve any electrical, mechanical or plumbing failures or structural defects that occur on or at the rental property.
- Both the on-site property management office and the on-site facility maintenance department shall be sufficiently staffed to supply all necessary personnel during normal daytime business hours, and

shall be readily available to respond on weekends, holidays and after business hours.

§227-12. Special Inspections and Certifications.

The Code Administrator shall be authorized to require additional engineering or specialty inspections and certifications by third party consultants for conditions that are beyond the scope of the Code Administrator's expertise.

§227-13. Method of Correction.

Whenever the Code Administrator determines that any rental property fails to meet the requirements set forth in this Chapter or any related code, they shall issue a correction notice setting forth the violations and ordering the property owner and/or tenant to correct such violations. This notice and order shall:

- be in written form, except in the case of an emergency, in which case notice may be provided by telephone and/or email and followed up afterwards in writing;
- describe the location and nature of the violation; and
establish a reasonable time for the correction of any violation, in a manner consistent with the requirements of this Chapter.

In the event the Code Administrator determines that a property owner has entered into rental agreement without obtaining the required rental license, such property owner shall be required to pay the currently due rental license application fee as well as the fees that would have been previously required for such non-acquired rental licenses.

§227-14. Inspection Representative.

The property owner or their designated representative shall be present during inspections; however, failure of a property owner to comply with this requirement shall not deprive the Township of the authority to inspect.

§227-15. Additional Owner Responsibilities.

It shall be the duty of every property owner to keep and maintain all dwelling units in compliance with all applicable codes and ordinances of the Township and all applicable law.

The property owner shall not knowingly permit tenants or anyone else at or on the rental property to engage in any conduct or use the rental property in any way that violates applicable law or applicable Township codes or ordinance.

§227-16. Authority and Remedies.

Nothing in this Chapter shall prevent the Township from taking any lawful action(s) to address violations of this Chapter. The remedies as set forth herein shall not be exclusive, and the Township shall have the right to avail itself of any other remedy at law or equity which it may deem to be appropriate.

This Chapter is not intended to, nor shall its effect be, to limit any other enforcement remedies which may be available to the Township relating to the abatement of nuisances or correction of violations.

Any expenses incurred by the Township in connection with the remedies provided herein shall be recoverable from the property owner, together with a penalty of ten (10) percent of such expense, in a manner provided by law for the collection of municipal claims.

§227-17. Enforcement.

Any person who fails to correct a violation or take remedial action as ordered by the Code Administrator or designee with any requirement of this Chapter, or of any rules or regulations adopted pursuant thereto, shall be liable, after hearing and judgment, to pay a civil penalty of not less than Fifty Dollars (\$50.00) nor more than One Thousand Dollars (\$1,000.00) per violation for each non-permitted dwelling unit per calendar month in all applicable properties defined in Sections 227-1 and 227-2 of this Chapter, plus costs, fines and any other fees which a magisterial district judge may find appropriate. Appeal to the Court of Common Pleas within 30 days of entry of a decision by a magisterial district judge shall be permitted in compliance with applicable procedures for appeal.

§227-18. Applicable Laws.

Persons subject to the provisions of this Chapter shall be subject to all applicable rules, standards, statutes and ordinances, and except as provided herein, this Chapter shall not be construed or interpreted to supersede any other such applicable rules, standards, statutes or ordinances.

§227-19. Rules, Policies and Procedures.

The Board of Commissioners may adopt from time to time, by resolution, rules, policies and procedures for the implementation of this Chapter. Violation of any such rule, policy or procedure by a property owner shall be considered a violation of this Chapter.

§227-20. Appeals Board.

Any person directly affected by a decision of the Code Administrator or a notice or order issued pursuant to this Chapter shall have the right to appeal to the Board of Appeals, provided that a written application for appeal is filed within twenty (20) days after the date of decision, notice or order was delivered. An application for appeal shall be based on a claim that the intent of this Ordinance or the rules adopted pursuant to it has/have been incorrectly interpreted or that the provisions of this Chapter do not apply.

The Board of Appeals shall consist of three members. Those members shall be the Township Manager, the Director of Public Works, and the Fire Marshal.

The Board of Appeals may modify or reverse the decision of the Code Administrator by a concurring vote of the majority of the total number of appointed members of the Board of Appeals.

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. Nothing herein is intended to modify, enlarge or diminish any rights or responsibilities under the Cheltenham Township Zoning Ordinance, Chapter 116.

In interpreting and applying the provisions of this Chapter, the provisions shall be held to be the minimum requirements for the promotion of the public health, safety, morals and general welfare. Where the provisions of this Chapter impose greater restrictions than those of any other Ordinance or regulation, the provisions of this Chapter shall control.

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.

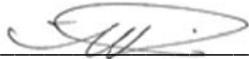
SECTION VI. EFFECTIVE DATE

This Ordinance shall take effect and be in force immediately.

ORDAINED AND ENACTED into an Ordinance this **17th** day of **August, 2022**.

ATTEST:

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**



Robert Zienkowski
Township Manager and Secretary

By: *Daniel B Norris*
Daniel B. Norris, President



**CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 17-22

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF
CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY,
PENNSYLVANIA AMENDING THE FEE SCHEDULE OF
CHELTENHAM TOWNSHIP TO ADD THE EMERGENCY
MEDICAL SERVICES ANNUAL SUBSCRIPTION RATES.**

WHEREAS, Cheltenham Township desires the annual subscription rates offered by the Cheltenham Township Emergency Medical Services (EMS) to be at or below the median fees charged by similarly-sized and staffed emergency transportation services in the area; and

WHEREAS, the Township wants to reduce economic losses and taxpayer subsidies for the provision of Emergency Medical Services; and

WHEREAS, the Cheltenham Township Board of Commissioners has determined it to be in the best interest of the Township to increase the Annual EMS Subscription Rates for 2023; and

WHEREAS, Cheltenham Township has the right to fix fees pursuant to Chapter A300 of the Cheltenham Township Code.

NOW THEREFORE, BE IT RESOLVED, by the Board of Commissioners of Cheltenham Township, Montgomery County, Pennsylvania that it deems that it is in the best interest of the Township and its citizens to amend the Township fee schedule effective immediately upon adoption of this resolution as follows by amending the following section as follows (**Bold Blue Underline** = added text):

§A300-28.G. Emergency Medical Services.

10) Emergency Medical Services Annual Subscription Rates

a) Individual: \$60

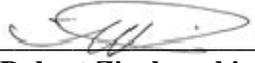
b) Family: \$100

c) Senior (aged 65+): \$35

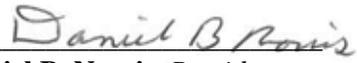
d) Senior Couple (aged 65+): \$70

I HEREBY CERTIFY that the foregoing Resolution by the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, was adopted at its meeting held at Curtis Hall, 1250 West Church Road, Wyncote, Pennsylvania 19095 on this **17th** day of **August, A.D. 2020**, in the year of the Township of Cheltenham the one hundred and nineteenth.

ATTEST:


Robert Zienkowski
Township Manager and Secretary

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**

By: 
Daniel B. Norris, President



**CHELTENHAM TOWNSHIP
MONTGOMERY COUNTY, PENNSYLVANIA**

ORDINANCE NO. 2444-22

AN ORDINANCE OF THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AMENDING THE CHELTENHAM TOWNSHIP CODE OF ORDINANCES, CHAPTER 40, (PENSIONS), ARTICLE IV (BOARD OF COMMISSIONERS), SECTION 40-45 (RIGHT OF EMPLOYER TO DISCONTINUE OR AMEND PLAN) TO DISCONTINUE THE PLAN AND ALL FUTURE CONTRIBUTIONS TO THE PLAN.

WHEREAS, since January 1981, the Board of Commissioners passed a number of Ordinances bestowing upon themselves Retirement Pension Benefits and Post-Service Retiree Health Insurance coverage, when certain age and service requirements are met. These Retirement Pension Benefits and Post-Service Retiree Health Insurance coverage are funded by the Township's Taxpayers. These enabling Ordinances include the following: Ordinance 1499 passed and effective January 5, 1981; Ordinance 1670 passed and effective May 17, 1988; Ordinance 2017-02 passed and effective October 15, 2002; Ordinance 2176-09 passed and effective January 20, 2009; and Ordinance 2294-14 passed and effective December 17, 2014;

WHEREAS, the Township faces significant financial difficulties and the above-referenced Ordinances, by their own terms, permit the Board of Commissioners to cease funding both the Retirement Pension Benefits and Post-Service Retiree Health Insurance coverage;

WHEREAS, since the Retirement Pension Benefit available under these Ordinance is an annuity purchased at the time when the vested Commissioner reached his Normal Retirement Date, no former Commissioner currently receiving a monthly pension benefit will be affected by this Ordinance; however, Post-Service Retiree Health Insurance coverage will cease with the effective date of this Ordinance;

WHEREAS, the Board of Commissioners of Cheltenham Township now desires to terminate the offer of pension benefits to Township Commissioners;

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

SECTION 1. Discontinuance of Pension Contributions

Pursuant to the Code of Ordinances of the Township of Cheltenham ("Code"), Chapter 40 (Pensions), Article IV (Board of Commissioners), Section 40-45 (Right of Employer to Discontinue or Amend Plan) the Code is hereby amended to read as follows:

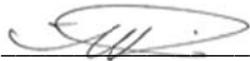
1. Effective October 17, 2022, the Township of Cheltenham (the “Employer”) shall permanently discontinue the Retirement Plan for the Board of Commissioners of Cheltenham Township Plan found under Article IV of the Code, (the “Plan”) and all future contributions to the Plan.
2. In accordance with Section 40-46 (A) of the Plan, the Employer shall send written notice of such discontinuance to: (a) all Employees covered under the Plan; and (b) the Insurance Company to which contributions under the Plan are contributed.
3. All retirement benefits due to employees covered by the Plan shall be allocated in accordance with Section 40-46 paragraphs (B), (C), (D) and (E) of the Plan.

SECTION 2. Effective Date.

This Ordinance shall take effect and be enforced 60 days from and after its approval.

ORDAINED AND ENACTED into an Ordinance by the Cheltenham Township Board of Commissioners this 17th day of **August, 2022**.

ATTEST:



Robert Zienkowski

Township Manager and Secretary

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**

By: 
Daniel B. Norris, President



**TOWNSHIP OF CHELTENHAM
MONTGOMERY COUNTY, PENNSYLVANIA**

RESOLUTION NO. 18-22

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF CHELTENHAM TOWNSHIP, MONTGOMERY COUNTY, PENNSYLVANIA AUTHORIZING THE TOWNSHIP MANAGER TO SIGN A SETTLEMENT AGREEMENT WITH THE COMMONWEALTH OF PENNSYLVANIA DEPARTMENT TO RECEIVE REIMBURSEMENT FOR WINTER ROAD MANAGEMENT SERVICES ON COMMONWEALTH-OWNED ROADS IN CHELTENHAM TOWNSHIP FOR THE 2021-2022 WINTER SEASON

WHEREAS, Cheltenham Township entered into a Five-Year Winter Traffic Services Agreement, No. 3900038914 with the Pennsylvania Department of Transportation (PennDOT) on December 19, 2019, approved via Resolution No. 49-19 on October 23, 2019, for the winter seasons of 2019-2020, 2020-2021, 2021-2022, 2022-2023 and 2023-2024; and

WHEREAS, through this Winter Services Agreement, Cheltenham Township agrees to provide winter road management services on state highways and bridges in the Township in a prompt and efficient manner to the satisfaction of PennDOT; and

WHEREAS, the Commonwealth agrees to compensate Cheltenham Township for providing these winter road management services; and

WHEREAS, the Commonwealth has submitted to Cheltenham Township a Settlement Agreement and Release outlining the compensation due Cheltenham Township for winter road management services rendered during the 2021-2022 Winter Season.

NOW, THEREFORE, BE IT RESOLVED by the authority of the Board of Commissioners of the Township of Cheltenham, Montgomery County, Commonwealth of Pennsylvania, that the Township Manager/Secretary of Cheltenham Township is hereby authorized and directed to sign on behalf of Cheltenham Township the attached Settlement Agreement with the Commonwealth of Pennsylvania outlining the payment due to the Township in the amount of \$88,584.00 for services and related expenses for services Cheltenham Township provided to the Commonwealth of Pennsylvania for the 2021-2022 winter in the process or providing winter road management services on Commonwealth-owned roads.

IN WITNESS WHEREOF, the Board of Commissioners of the Township of Cheltenham, County of Montgomery, Commonwealth of Pennsylvania, has adopted and enacted this Resolution at its public meeting held via Zoom web conference and at Curtis Hall, 1250 West Church Road, Elkins Park, Pennsylvania, 19095, under my hand and the seal of the Township of Cheltenham, this 17th day of August, 2022 in the year of the Township of Cheltenham the one hundred and twenty-third.

ATTEST:



Robert A. Zienkowski
Township Manager and Secretary

**TOWNSHIP OF CHELTENHAM
BOARD OF COMMISSIONERS**

By: 

Daniel B. Norris, *President*

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (“Agreement”) is entered into by and between Cheltenham Township, with its principal office located at 8230 Old York Road, Elkins Park, Cheltenham Township, Montgomery County, Pennsylvania (“Vendor”) and the Commonwealth of Pennsylvania (“Commonwealth”), acting through the Department of Transportation, with its principal office located at 400 North Street, Harrisburg, Pennsylvania, (“Agency”).

The Commonwealth and Vendor have a Winter Traffic Services 5 – Year Agreement, Number 3900038914, that was executed on December 4, 2019. According to the Agreement with the Vendor, “The COMMONWEALTH shall pay to the MUNICIPALITY, as reimbursement for services contracted for in this Agreement, the total sum of the rate established for each particular season, as set forth on Exhibit ‘A,’ payable **on or before November 15th**, for each successive Winter Season through the termination of the Agreement.” (Emphasis added.) Contract Exhibit “A” Revised July 1, 2021 states that the total cost is \$88,584.00. November 15, 2021 passed, and the 2021-2022 season remains unpaid.

The Department desires to resolve these issues with the Vendor.

The parties, intending to be legally bound, agree as follows:

1. Payment. Upon full execution of this Agreement, the Agency shall pay to the Vendor the sum of **\$88,584.00**, in full settlement and satisfaction of all claims that the Vendor had, now has, or will have arising out of the **services** the Vendor provided to the Agency for the 2021-2022 winter season and the expenses related to the **services**, as reflected on the invoice, attached hereto as Exhibit A.
2. Release. In consideration of the payment referenced above, the Vendor fully releases the Agency, its agents, representatives, employees, successors, and assigns from all rights, claims, suits, demands, and actions that the Vendor and its successors have or may have arising from the **services** referenced in Exhibit A.
3. Offset. The Commonwealth may set off the amount of any state tax liability or other obligation of the Vendor or its subsidiaries to the Commonwealth against the payment due to the Vendor under this Agreement.
4. Audit. This Agreement is subject to audit by Commonwealth agencies, their designated representatives, or both. The Vendor shall maintain records that support the charges claimed and paid to it pursuant to this Agreement. The Vendor shall preserve books, documents, and records sufficient to justify the charges billed to the Agency for a period of three

years after the date of this Agreement. The Vendor shall give full and free access to such records to the Commonwealth or its designees at mutually agreed upon times and locations.

5. Automated Clearing House Provision. PennDOT will make payment to the Vendor through the Automated Clearing House (“ACH”) Network. Within 10 days of the execution of this Agreement, the Vendor must submit or must have already submitted its ACH information to the Commonwealth’s Master Database. The Vendor will also be able to enroll to receive remittance information via electronic addenda and email (e-Remittance). ACH and e-Remittance information is available at <https://www.budget.pa.gov/Services/ForVendors/Pages/Direct-Deposit-and-e-Remittance.aspx>. It is the responsibility of the Vendor to ensure that the ACH information contained in the Commonwealth’s Master Database is accurate and complete. Failure to maintain accurate and complete information may result in delays in payment.
6. Representations and Warranties. The parties represent and warrant that the execution and delivery of this Agreement will not result in any breach or constitute a default or require consent under any agreement or instrument to which either is a party or by which either’s property is bound and that this Agreement, when duly executed and delivered, will constitute the legally binding obligation of each such party, enforceable against such party, its heirs, representatives, successors and assigns in accordance with its respective terms, subject to all applicable provisions of law.
7. Ongoing Responsibility. The Vendor acknowledges its ongoing responsibility to be knowledgeable of the Commonwealth Procurement Code, 62 Pa. C. S §§ 101—4604, which requires a fully executed and approved contract between a contractor and the Commonwealth before a contractor can be paid for services supplied. The Vendor expressly waives payment for future work performed for the Agency without a fully executed and approved contract.
8. Voluntary Execution. The Vendor has voluntarily executed this Agreement and had the opportunity to consult with counsel.
9. Applicable Law. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any conflict of laws provisions and the decisions of the Pennsylvania courts. The Vendor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal court in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. Any such court shall have in personam jurisdiction over the Vendor, and the Vendor consents to service of process in any manner authorized by Pennsylvania or federal law.

10. Effective Date. This Agreement shall become effective when it is fully executed by the parties and all approvals required by Commonwealth contracting procedures have been obtained, as indicated by the date of the last Commonwealth signature (“Effective Date”). This Agreement is not binding in any way on the Commonwealth or the Agency until it has been fully executed, as prescribed in the preceding sentence, and sent to the Vendor.
11. No Admission. Nothing contained in this Agreement shall be construed as an admission of liability by either party.
12. Integration. When fully executed by the parties and delivered to the Vendor, this Agreement shall be the final, complete, and exclusive Agreement between the parties containing all the terms and conditions agreed on by the parties. All representations, understandings, promises and agreements pertaining to the subject matter of this Agreement made prior to or at the time this Agreement is executed are superseded by this Agreement, unless specifically accepted by any other term or provision of this Agreement. There are no conditions precedent to the performance of this Agreement, except as expressly set forth in this Agreement.

[SIGNATURE PAGE FOLLOWS.]

The parties, through their authorized representative, have signed this Agreement below.

Cheltenham Township

**Commonwealth of Pennsylvania
Department of Transportation**

Attest:

Signature

Signature

Name

Date

Name

Date

Title

Title

SAP Vendor No. _____

APPROVED AS TO FORM AND LEGALITY

Office of Chief Counsel

Date

Deputy General Counsel

Date

Deputy Attorney General

Date

Comptroller

Date

Funds Commitment Number: _____

EXHIBIT A