

The regular meeting of the Public Works Committee was held tonight, Chairman Art Haywood, presiding. Members present were Commissioners Hampton, McKeown and Swavola. Staff members present were Assistant Township Manager Havis, Director of Engineering, Zoning and Inspections Lynch, Public Works Superintendent McDonnell, Public Works Coordinator Kasthuber and Township Manager Kraynik. An attendance sheet is attached.

1. Upon motion of Mr. Swavola, approved by the Committee, the Report of the Highway Department for the month of July 2011 was received.
2. Upon motion of Mr. Swavola, approved by the Committee, the Report of the Refuse Department for the month of June 2011 was received.
3. Upon motion of Mr. Swavola, approved by the Committee, the Report of the Parks Maintenance Department for the month of July 2011 was received.
4. Upon motion of Mr. McKeown, approved by the Committee, the Report of the Sewer Department for the month of July 2011 was received.
5. Upon motion of Mr. McKeown, approved by the Committee, the Report of the Code Administrator for the month of July 2011 was received.

Mr. Haywood asked Mr. Kasthuber for a status report on repairs to 260 Waverly Road. Mr. Kasthuber told him that the owner is currently in the process of repairing the roof and has kept Code Administrator Blahy aware of his progress. The deadline for repairs is August 11, 2010.

6. A status report on Maple Avenue traffic restrictions for Greenwood Avenue Bridge detour followed. Mr. Kasthuber told the Committee that PennDOT has given verbal approval to make Maple Avenue One-Way from Heacock Lane to Washington Lane during the detour and as a result of its engineering and traffic study PennDOT has issued a permanent

restriction for No Left Turns onto Washington Lane from Maple Avenue. Mr. Kraynik commented that Staff was asked to report back to this Committee when it received the results of PennDOT's study but this issue is not going to be decided upon tonight since it does require a review of a draft Ordinance on the Public Safety Committee's agenda in September. Mr. Haywood said he remembered that everybody who came to the June 2011 Public Works Committee meeting was asked to sign the attendance sheet and give their email address so that they could be contacted when this discussion was continued. He said those people along with any newcomers here tonight will be notified that this topic will be on the September 7, 2011, Public Safety Committee agenda. A few of the attendees indicated that they wanted to address the Committee.

Edie Cerebi, 300 Maple Avenue, Wyncote, said in looking over the documents included in tonight's agenda, it was hard to believe that the Committee is saying no decision has been made as of yet. In her opinion, decisions have already been made. She read aloud the portion of the Highway Safety Report where it stated it has decided to approve a No Left Turn restriction from Maple Avenue unto Washington Lane. Mr. Haywood said that was the Highway Safety Unit's recommendation and it is the role of the Commissioners to consider all recommendations before it makes a decision based upon a majority vote to do so.

Ms. Cerebi asked about detour restrictions sent to them by PennDOT. Mr. Kraynik said PennDOT has made its decision but the Commissioners will evaluate PennDOT's recommendation. He pointed out that there could be legal ramifications involved that could affect the outcome and he said it is going to be Staff's recommendation that the Board follow PennDOT's directive. Ms. Cerebi did not think this Committee would go against outside recommendations. She spoke of the Highway Safety Unit's report which stated that a three year crash history showed only one crash which was non-reportable and she said that fact supported her stance that this intersection is not a problem. She distributed maps showing the

detour without allowing a left hand turn. Mr. Haywood asked her if she wanted to wait until the Public Safety Committee meeting to voice her opinion and she replied that she wanted the Committee to see what she was talking about tonight and she would also address the September Public Safety Committee meeting. Ms. Cerebi told the Committee that she was tired of having people who don't live there make the decisions for the people who do and she thought she was being misled about what decisions have been made and have not been made and that the Committee was mincing words.

Mr. Kasthuber said the Highway Safety Unit's recommendation at that intersection was not just its opinion but the result of an investigation using PennDOT Specifications Publication 408/2003 guidelines.

Irv Greenberg, 166 Fernbrook Avenue, Wyncote, told the Committee he also turns left from Maple Avenue onto Washington Lane four to five times a week and had done so for almost twelve years. He asked the Committee what else the neighbors can do to persuade them not to make this restriction permanent. Mr. Haywood said he was not sure what more the Committee would need from the residents.

Ms. Hampton asked Mr. Greenberg what he would suggest. He replied that he agreed that some temporary restrictions needed to be followed but making this No Left Turn restriction permanent was unsatisfactory. Traffic in this area is not going to be very good to begin with and will be even worse in bad weather. He thinks the residents who live there have a better idea of what traffic conditions will be and not people who have no driving experience in this area.

Ms. Cerebi said she knew there would be traffic disruptions but thought there would be a public meeting with the residents living in this detour area to ask them what ideas they had.

Mr. Haywood said he understood there would be a public meeting scheduled.

Mr. Kasthuber said the Greenwood Avenue Bridge Project officially began yesterday but the detour will not go into effect until January or February 2012. PennDOT is responsible to

schedule a community meeting as soon as possible but before that happens, a schedule of construction events has to be developed. He reminded the Committee that the detour is on state roads. Traffic restrictions on Maple Avenue will be a result of Township's action in response to the residents of that area.

Ms. Cerebi said she was the one who asked Mr. Kastenhuber to come out and take a look at Maple Avenue to see how the proposed detour would affect it. She also asked him to take a look at the surrounding streets. She said she has lived there over twenty years and that probably accounts for about 1000 times she has made a left hand turn onto Washington Lane. She said under normal circumstances there is not a problem at that intersection. There are far more dangerous intersections in this Township that go unaddressed and a permanent restriction makes no sense. Ms. Cerebi wants a meeting with PennDOT so that it can hear from the residents who live in this neighborhood who will tell them about traffic conditions on these streets every day.

Mr. Kraynik stated that this issue has been on at least three or four public agendas. He said this issue has been discussed several times and will be again come September at the Public Safety Committee meeting.

Mr. McKeown said the Committee would suggest that the neighbors meet with their Commissioner to discuss their concerns.

Mr. Kastenhuber said after the detour goes into effect, PennDOT plans to monitor it to see how the motorists respond and, if necessary, will make some alterations.

Jim Custer, 209 Kent Road, Wyncote, said he also recommended that Maple Avenue be make one way during the detour because traffic in this neighborhood is an issue but the No Left Turn restriction came as a surprise. He asked if that was because Washington Lane is a state road. Mr. Kastenhuber said when the One Way only issue on Maple Avenue was being considered, the Highway Safety Unit had to look at the whole intersection and that was when this additional restriction was recommended. He then asked what committee of the Board should the

residents go to discuss their concerns about other intersections involved in the detour route and he was told the Public Safety Committee. Mr. Kraynik told all the attendees that these two traffic regulation amendments regarding Maple Avenue will be placed on the September 7, 2011, Public Safety Committee agenda which will meet here in this building at 7:45 PM. Mr. Custer said he knows that his neighborhood is going to be landlocked when the bridge goes out and residents will not be able to get out to Jenkintown. Mr. Kraynik advised him to call or email Chief Norris with his specific traffic concerns.

7. Mr. Kasthuber gave an update on a proposed pedestrian crosswalk on Church Road at Wall Park. He said Tavani & Associates has completed the plans, specifications and cost estimate to place a contract out to bid. PennDOT has been consulted and has given preliminary approval for the Pedestrian Signal Plan, Crosswalks and ADA Ramps. Tavani & Associates' estimate of the project cost is \$67,664.41. Originally the cost estimate was \$36,000 which included Tavani & Associates' design cost of \$7000 and now Staff needs to know if it can proceed with the Traffic Signal Plan and submit it to PennDOT for final approval. Mr. Haywood commented that this cost estimate is almost double what was anticipated. He asked about the crosswalk being ADA accessible and questioned the timing of the flashing warning lights when activated. Mr. Kraynik told the Committee that this is just an update and Staff will not know the actual costs until the bids are opened and yes, it appears it will be a significant increase over what was budgeted. Discussion followed regarding who and how often this crosswalk would be used. Mr. Kraynik said he gets one or two calls a month inquiring if the Township would consider installing a crosswalk at that location.

Upon motion of Mr. Haywood, approved by the Committee, it was recommended that Staff proceed with the Church Road Pedestrian Project.

8. Consideration of the Township entering into a Reimbursement Agreement with PennDOT for the replacement of the Tookany Creek Parkway Bridge over Jenkintown Creek

followed. Mr. Kraynik said this is a standard PennDOT reimbursement agreement for the total design cost of \$232,000 of which the state's share will be 80% (\$185,600) and the Township's share will be 20% (\$46,400).

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners approve a Reimbursement Agreement with PennDOT for the final design of the Tookany Creek Parkway Bridge over Jenkintown Creek.

9. Upon motion of Mr. Swavola, the Shade Tree Advisory Commission Meeting Minutes of June 23, 2011, were received.

10. Regarding the La Mott Board of Historical and Architectural Meeting of August 1, 2011, Mr. Lynch said the issue of possibly changing the times of the meeting was discussed. The other issue was the draft "Historic Resource Overlay District" Ordinance. Mr. Kraynik told the Committee that Ms. Melton called him a few weeks ago and asked to have the meeting time issue placed on tonight's Public Works Committee agenda. Her concern was that the Wyncote BHAR meeting is always set to start at 7:30 PM and the La Mott BHAR meeting has a start time of 8:15 PM. She said she wanted to address this Committee and see if the meeting start times could be reversed. In the meantime, the Wyncote BHAR proposed it start at 7:00 PM and the La Mott start at 7:45 PM. At the recent La Mott BHAR meeting when Ms. Melton was told about Wyncote's BHAR suggestion, she said she wanted to correspond with the other La Mott BHAR members before making a motion to accept Wyncote's suggestion. Mr. Lynch noted that the other three members who were present at the La Mott August 1, 2011, meeting thought the earlier start time of 7:30 PM was a good idea.

Mr. Peter Wieck, Chairperson, Wyncote, BHAR, was present and told the Committee that the Wyncote BHAR was agreeable to this change as stated in its minutes of August 1, 2011.

Mr. Kraynik said if the La Mott BHAR approves the new start time, it will be necessary for both BHARs to submit a formal request to this Committee for its approval to change said times.

As far as the consideration of the draft "Historic Resource Overlay District" ordinance, Mr. Lynch said the La Mott BHAR make a couple amendments which will be reflected in the draft and recommended that the Historic Resource Overlay District Ordinance be accepted as amended. Mr. Havir said this draft will now be reviewed by the Ad hoc Committee and the Historical Commission and then it will be brought before this Committee for its review.

Upon motion of Mr. Haywood, approved by the Committee, the La Mott Board of Historical and Architectural Meeting Minutes of August 1, 2011, were received.

11. Upon motion of Mr. Haywood, approved by the Committee, the Wyncote Board of Historical and Architectural Meeting Minutes of August 1, 2011, were received.

12. The Committee then considered a waiver of Land Development requirements for Cheltenham Township Development Application No. 10-0630 requested by Transcontinental Gas Pipeline Company, LLC ("Transco") to relocate the pipelines off the Ashmead Road Bridge.

Mr. Lynch provided background information on this application. He said the Township intends to completely replace the Ashmead Road Bridge over the Tookany Creek next year. There are two high pressure gas pipelines (Texas Eastern and Williams Gas Pipeline) that are attached to the underside of the existing bridge and both pipeline companies want to relocate their pipelines off the bridge. Transco is proposing to relocate its pipeline along the east (upstream) side of the bridge. In that the relocation will cross the Township parkland and the property of Randa Gordon, 111 Ashmead Road, Cheltenham, permanent and temporary easements are necessary. Transco has already acquired an easement from Randa Gordon.

Mr. Lynch presented a site plan and invited the representatives from Transco to approach the Committee and discuss this application. The issues are how Transco is going to do this

relocation without damaging Township parkland. He said this waiver request was reviewed by both the Planning Commission and the Shade Tree Advisory Commission and both committees recommended a waiver be granted subject to Conditions including the submission of detailed plans and the establishment of escrow accounts. Mr. Lynch said he met with Transco's representatives and its attorney earlier this evening. He then reviewed the Conditions to be imposed and reasoning behind the escrow account involving the trees. The Transco representatives answered questions asked by the Committee. Mr. Ricket of Transco was asked how long the project was expected to last and he replied about four weeks. Discussion followed regarding the inspection of trees, the timber matting, tree protection fencing, workers' parking, equipment storage and the reasoning behind establishing escrow accounts. Ms. Witmer, Transco's attorney, stated that all the required environmental permits have been obtained.

Mr. Haywood noted that there are a number of conditions in the Shade Tree Advisory Commission's minutes and asked Ms. Witmer if Transco was in agreement with them. Ms. Witmer said she agreed with the conditions on page 3 of 4 of the STAC minutes and the items on page 2 of 4 have been refined and included in the other Conditions. Mr. Lynch told Mr. Haywood that Mr. Panzak of the Shade Tree Advisory Commission and himself will visit the site to determine if the four specimen trees are in good condition.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners approve Williams Gas Pipeline's request for a waiver of land development requirements for Application No. 11-0540 for its Ashmead Road Bridge Pipeline Replacement Project contingent upon the acceptance of the following Conditions:

- a. Submission of a full size complete plan set showing the restoration method for the south bank to Mr. David Lynch, Township Engineer, together with the approval of the Montgomery County Conservation District.
- b. That the limits of disturbance on the plan be staked in the field at the start of the project.

- c. That a plan be developed showing areas for work parking, equipment storage, and access and area being covered by timber planking.
- d. That the health of the four existing large trees on the north bank be investigated and that a plan be developed showing a detailed tree protection strategy for the four large trees (assuming that they are healthy), including consideration of using matting and/or 8 to 10 inches of mulch (which would later be removed) and tree protection fencing of chain link which is four feet tall with seven foot posts.
- e. That Transco pay a fee of \$500 per tree for the eight trees (\$4000) to be lost as a result of the project.
- f. That an Escrow Account be established for inspection of Erosion and Sedimentation Control Measures short term landscaping and tree protection measures in the amount of \$3750. Any funds remaining in the Escrow Account at the end of the project shall be returned to Williams.
- g. That an Escrow Account be established in the amount of \$5000 for tree replacement if any of the four specimen trees die within one year after the completion of construction

and the Township Solicitor's review of the Escrow Agreements.

13. The Committee then considered an Easement Agreement with Transcontinental Gas Pipeline Company and the Township relating to the pipeline relocation in connection with the Ashmead Road Bridge Project. Mr. Kraynik referred the Committee's attention to the Easement Agreement attached to the agenda that was reviewed by Solicitor Bagley. Discussion followed.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners enter into an Easement Agreement with Transcontinental Gas Pipeline Company, LLC, 2800 Post Oak Boulevard, Houston, TX, relating to the reconstruction of the Ashmead Road Bridge with a consideration of \$2000. See attached.

14. Consideration of recommending to the Board the awarding of a contract for the Willow Avenue Roadway Reconstruction Project followed. Mr. Kraynik said of the three bids received and reviewed, it was recommended to award the contract to Gorecon, Inc. for the base bid amount in that the alternates would be over budget. This project is 100% funded by a

Montgomery County Community Development Block Grant. The Township pays for the design costs.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners award a contract for the Willow Avenue Road Reconstruction Project to Gorecon, Inc. of Doylestown, PA, in the amount of \$494,424.56 as recommended by Staff and its consultant and being within budgetary limitations per bids received August 2, 2011.

15. Consideration of recommending to the Board the awarding of a contract for the Curtis Hall HVAC Replacement Project followed. Mr. Kraynik said of the three companies that submitted bids, Air Control Technology, Inc. was the lowest bidder and it was recommended to award the total contract (including Items 2 and 3) since it would allow all the different components of the Curtis Hall HVAC system to be replaced.

Upon motion of Mr. McKeown, approved by the Committee, it was recommended that the Board of Commissioners award a contract for the Curtis Hall HVAC Replacement Project to Air Control Technology, Inc., West Berlin, NJ, in the amount of \$42,595.00 being the lowest bidder meeting Township specifications and being within budgetary limitations per bids received August 2, 2011.

16. Upon motion of Mr. Swavola, approved by the Committee, the Environmental Advisory Council Meeting Minutes of July 18, 2011, were received.

Mr. Haywood commended on the statement on page 2 of the minutes where it stated that Mr. Carrington offered to prepare a series of conceptual drawings of the bike/pedestrian route which segwayed into the discussion about submitting a Transportation Community Development Initiative Planning Grant. He wondered what Mr. Carrington would do, at no cost and asked why not let him get started. Mr. Havir said Mr. Carrington has a college intern working for him until the end of August who is actually working on concept drawings of a bike/pedestrian route from Wyncote through Curtis Park that will link to Cederbrook Middle School. These

documents could be used as actual drawings for grant justification. Mr. Haywood asked Mr. Havir if he could obtain copies of these drawings for the Sustainability Committee. Mr. Havir said he would.

17. Consideration of recommending to the Board that a Change Order to Mirarchi Bros., Inc.'s contract for the La Mott Pedestrian Street Lighting Project, Phase II was discussed.

Mr. Kraynik said originally the Township did not have the money to complete this 80/20 project but this grant gives it the ability to do so. The Montgomery County Board of Commissioners at their July 7, 2011, meeting approved Cheltenham Township's grant in the amount of \$237,148 per the recommendation of the County's Community Revitalization Board and Planning Commission staff. Mirarchi Bros., Inc. (the contractor) and Sun Valley (the manufacturer) agreed to hold the unit pricing from the public bid in August 2010 with the understanding the Township would award a Change Order for the construction cost later this summer so that the work could be completed in an expedited fashion this fall. Based on the engineering consultant's unit and quantity calculations, the value of the Change Order that will need to be awarded totals \$250,704 which includes \$13,556 of Township matching funds.

Upon motion of Mr. Swavola, approved by the Committee, it was recommended that the Board of Commissioners approve a Change Order in the amount of \$250,704 to Mirarchi Bros., Inc., Warminster, PA, to cover additional construction costs in the La Mott Pedestrian Street Lighting Project, Phase II.

OLD BUSINESS - None

NEW BUSINESS - None

18. Discussion involving accountability of state contractors and utilities on roads in the Township followed. Mr. Haywood asked to have this discussion on the agenda as a result of a complaint from a resident in the Elkins Park section of the Township. He said occasionally the Township has received complaints about state contractors and utilities doing projects in the

Township. He thought it might be helpful to get a better sense of the role the Township has or doesn't have.

Mr. Kastenhuber said on state road projects, the Township does not issue permits but on Township roads, it has what is called Street Opening Permits. The cost of the permit is to cover inspections to ensure the Township's specifications are met. It is difficult to handle complaints about a state road and what can be done on its highways. Complaints are mostly about the hours of work during the night. Additionally, there have been times when the Township does not receive advance notice of state road projects and the neighbors are upset. Regarding the utilities, PECO gives the Township a half year schedule on what they intend to do. AQUA has given the Township a one year "heads up." Mr. Kastenhuber said occasionally PECO's subcontractors have been known to slack off and it has been necessary to get back to the "tailgate method" of meeting with the actual people working on that street before it starts to make sure they are aware of the Township's expectations.

Mr. Kraynik said this is a lot of what Mr. Kastenhuber does day in and day out. It's a babysitting process with certain extent with the utilities. This Township has less of that issue than other communities because Messrs. Kastenhuber and McDonnell have formed good working relationships with utility supervisors and PennDOT. He is certain Mr. Fleming, Mr. Kastenhuber's replacement, will run into the same situations. Mr. Kraynik noted that sometimes the fact that the Township has issued a permit, gives us a "stick" but even though it does not have a "stick" regarding state roads, it has a fairly good relationship with PennDOT. At times, the Township has had to ask the state representative for help. Mr. Kastenhuber said this is not a matter where the Township can satisfy everybody. It was an unfortunate episode that the Elkins Park resident experienced with the PennDOT's work but because the Township intervened, he was satisfied with the outcome.

CITIZENS' FORUM - None

19. There being no further business, upon motion of Mr. McKeown, approved by the Committee, the meeting was adjourned.

A handwritten signature in black ink, appearing to read 'DK', with a long horizontal flourish extending to the right.

David G. Kraynik
Township Manager

per Mary Raab

PUBLIC ATTENDANCE LIST
Public Works Committee @ 7:30 PM
Wednesday, August 10, 2011
Curtis Hall
Wyncote, PA 19095

NAME (Please Print)	AFFILIATION/COMPANY AND/OR ADDRESS	EMAIL ADDRESS AND/OR TELEPHONE NUMBER
Peter Wieck	WYNCOTE BHAAR	PFJW @ AOL.COM
Jim Custer	WYNCOTE	jim.custer@wycotr.com
Mike Fleming	GLENSIDE	MIKEANDLIZ1@VERIZON.NET
William Perry	TRANSCO	
Berwick + Marcella Babbitt		BLBABBITT@VERIZON.NET
IRV GREENBERG	WYNCOTE	GREENI@COMCAST.NET
Ted + Edie Cerehi	Wyncote	sirbeee@comcast.net
Melanie Vallerio	Wyn Cote	Mel4thepeople@aol.com
Jackie Diane Saarela	Wyncote	diane.saarela@juno.com
Dan Norris	Cheltenham	norrisdan@yahoo.com
E. W. Wynn	Saul Ewing	
Rick Rickerts	TRANSCO	

NAME (Please Print)	AFFILIATION/COMPANY AND/OR ADDRESS	EMAIL ADDRESS AND/OR TELEPHONE NUMBER
Kyle Thelen	Trensco	
Mohammed Hogue	Wynco	215 228 8602

TGPL 02/06

Prepared by: _____

Return to: _____

Parcel No.

Line #: 10-1004

R/W#: OE

Tax#: Block 87, Lot 9

Municipality:	Cheltenham
County:	Montgomery
Commonwealth:	Pennsylvania

EASEMENT AGREEMENT

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF MONTGOMERY

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, The **Township of Cheltenham**, a Body Politic whose address is 8230 Old York Road, Elkins Park, PA 19027 (hereinafter called GRANTOR, whether one or more), for and in consideration of

_____ Dollars (\$ Two Thousand Dollars) cash in hand paid, does hereby grant, bargain, sell and convey unto **TRANSCONTINENTAL GAS PIPE LINE COMPANY, LLC**, a Delaware limited liability company whose address is 2800 Post Oak Boulevard, Houston, TX 77056-6106, its successors and assigns, (hereinafter called GRANTEE), an easement as shown on the attached drawing(s) marked "Exhibit A," for the sole purpose of laying, constructing, maintaining, operating, repairing, altering, replacing, changing the size of, and removing one (1) pipeline (with valves, regulators, meters, fittings, appliances, tie-overs, and appurtenant facilities) for the transportation of gas, oil, petroleum products; or any other liquids, gases, or substances which can be transported through the pipeline, under, upon, over, through and across the lands of Grantor, situated in the County of Montgomery, Commonwealth of Pennsylvania described as follows:

Block 87, Lot 9 described in deed dated _____ and recorded in the Montgomery County Clerk's office on _____ in deed book 1187, page 485.

The permanent easement shall be a strip of land identified as "Proposed Easement", all as shown on the drawing(s) marked "Exhibit A" attached hereto and made a part hereof.

During the course of construction of the pipeline and appurtenant facilities or improvements authorized above, Grantee shall have the right to enter upon, clear off, and use an additional strip (or strips) of land contiguous to the easement described above, such strip (or strips) of land being identified on the attached "Exhibit A" as "Temporary Work Space."

Grantor acknowledges that part of the consideration herein paid includes payment for any takings or condemnation damages, incurred by Grantor by the grant of the easement. Grantee shall remain liable for any damages caused to the property of Grantor by its construction or maintenance activities.

The Grantee shall have all other rights and benefits necessary or convenient for the full enjoyment or use of the rights herein granted, including, but without limiting the same to, the free and full right of ingress and egress over and across said easement only, which shall be entered only at either end of the easement, and the right, from time to time as it may find convenient, to cut or remove all trees, undergrowth and other obstructions from the permanent easement.

The Grantor will not build any permanent structures on said permanent easement or any part thereof, will not change the grade of said permanent easement, or any part thereof, will not plant trees on said permanent easement, or any part thereof, or use said permanent easement or any part thereof in such a way as to interfere with Grantee's immediate and unimpeded access to said permanent easement, or otherwise interfere with Grantee's lawful exercise of any of the rights herein granted without first having obtained Grantee's approval in writing; and Grantor will not permit others to do any of said acts without first having obtained Grantee's approval in writing. No forbearance by Grantee to cut and remove any trees, undergrowth or other obstructions from the permanent easement or to exercise any other right provided by Grantee hereunder for any period of time shall constitute a waiver of such right or limit Grantee's ability to exercise such right as it may find convenient.

The Grantee shall have the right to assign this grant in whole or in part.

TO HAVE AND TO HOLD said easement unto said Grantee, its successors and assigns, until such pipe line is constructed and so long thereafter as a pipe line is maintained thereon; and the undersigned hereby bind themselves, their heirs, executors and administrators (and successors and assigns) to warrant and forever defend all and singular said premises unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Grantor shall not change the

grade on the easement nor place or construct upon the easement any buildings, trees, structural improvements or other encroachments without the express written permission of the Grantee.

The Grantee agrees to bury the pipe line so that it will not interfere with the cultivation of crops (not trees) on the land, and also to pay for any actual physical damages to or repair in a workmanlike manner, in the sole discretion of the Grantor, walls, pipes, fences, growing crops and timber which may be damaged from laying, constructing, altering, repairing, removing, changing the size of and replacing such pipe line. The term "timber" is defined as trees or the wood grown for commercial sale.

Grantee, by the acceptance hereof, covenants and agrees:

(a) Except for the damages caused by the construction of the pipeline and appurtenant facilities or improvements authorized hereunder, Grantee will reimburse the Grantor for any loss or damage to property which Grantor may suffer as a consequence of the laying, constructing, altering, repairing, removing, changing the size of, or replacing the pipeline and appurtenant facilities or improvements, in the exercise of its rights granted, except that neither the Grantor nor any person or firms holding under the Grantor shall assert any claims for severance damages.

(b) It will defend and save harmless the Grantor from any claims or suits which may be asserted against the Grantor arising out of any negligent acts of the Grantee, its agents or employees, in its exercise of the rights herein granted.

(c) Promptly upon the completion of construction, Grantee shall restore the grass, bushes and contour of the ground over the easement, the Temporary Work Space and any areas damaged by Grantee, or its employees, contractors or agents, as near as practical to its condition and contour prior to the commencement of construction.

(d) Grantee further acknowledges for itself, its employees, contractors and agents, that it/they shall not create any nuisance nor do any act that will be detrimental to the owners, tenants and occupants of land abutting the parcel aforesaid.

(e) Grantee shall obtain or require its contractors to obtain, and thereafter maintain so long as any construction activities are occurring by virtue of this Agreement, at least the following minimum insurance coverages:

1. Workers' Compensation at the statutory limits;
2. comprehensive general liability coverage against claims for bodily injury, personal injury, death and property damage in a combined single limit of not less than Two million dollars (\$2,000,000.00);

(f) Grantee acknowledges that there will be no blasting within the easement or the Temporary Work Space unless Grantee has given prior written notice to Grantor and all the residents within 500 feet of the easement or as otherwise required by local ordinances and other applicable laws;

(g) Grantee acknowledges that the easement shall not, at any time, be left in an unsafe condition and should the Grantor discover any unacceptable conditions within the aforesaid easement area, Grantee shall correct the same immediately after receipt of notice from Grantor;

(h) Grantee promises that during any activities of Grantee or its employees, contractors or agents within the aforesaid easement area, Grantor and Grantee shall jointly take steps to insure that adjacent trees are protected and fenced off so as to avoid any possible injury thereto.

(i) At Grantor's written request, Grantee shall move its pipe and any appurtenant facilities and improvements at its own costs if Grantor is raising, lowering, maintaining or repairing its sewer pipe located underneath Grantee's pipeline.

It is agreed that this grant covers all the agreements between the parties and no representations or statements, verbal or written, have been made, modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor(s) has/have hereunto set her/his/their hand(s) and seal(s) this _____ day of _____ 2011.

ATTEST:

Cheltenham Township

_____ By: _____ (SEAL)

_____ X _____ (SEAL)

STATE OF PENNSYLVANIA

COUNTY OF

On this, the _____ day of _____ 2011, before me, the undersigned officer, personally appeared _____, of the _____ of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she/he/they executed the same in the capacity therein stated and for the purposes therein contained.

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

Title of Officer

STATE OF PENNSYLVANIA

COUNTY OF

On this, the _____ day of _____ 2011, before me, the undersigned officer, personally appeared _____, of the _____ of _____, known to me (or satisfactorily proven) to be the person described in the foregoing instrument, and acknowledged that she/he/they executed the same in the capacity therein stated and for the purposes therein contained.

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

Title of Officer